Currituck County
Board of Commissioners Agenda
Historic Currituck County Courthouse

Date: Monday, May 17, 2010 **Time: 7:00 PM**

Work Sessions

5:00 p.m. Board of Equalization and Review

6:15 p.m. Closed Session pursuant to N.C. Gen. Stat. §143-318.11(a)(3) to consult with an attorney employed by the board in order to preserve the attorney-client privilege between the attorney and board.

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 **Public Hearing and Action:** PB 09-36 Corolla Club and Resort: Request for a special use permit to allow a combination use comprised of 32 multi-family units, retail, restaurant, and hotel on property zoned Limited Business-Hotel (LBH) in Corolla, Tax Map 128, Parcel 1D, Poplar Branch Township.

Item 4 **Consideration of Agreement** for County Membership in East Carolina Behavioral Health for Provision of Mental Health Services

Item 5 **Consideration of Resolution** Regarding the Composition of the Board of Directors for East Carolina Behavioral Health Services

Item 6 **Consideration of Resolution** Regarding Consolidation With Additional Counties and the Acquisition of Real Property by East Carolina Behavioral Health

Item 7 **Appointment of Commissioner** to East Carolina Behavioral Health Area Board

Item 8 **Appointments to Game Board**

Item 9 **Consent Agenda:**

1. Interlocal Agreement for a Group Self-Insurance Fund for Risk Sharing or Group Purchase of Coverage
2. Proclamation for Currituck County Employee Health and Fitness Day
3. Approval of May 3, 2010, Minutes
4. East Carolina Behavioral Health Lease Agreement

Item 10 Commissioner's Report

Item 11 County Manager's Report

Adjourn

CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
DATE: May 17, 2010
PB 09-36 Corolla Club and Resort Special Use Permit

ITEM: PB 09-36 Corolla Club and Resort Special Use Permit request for 32 multi-family units and 100-room hotel.

LOCATION: Ocean Trail, south of Pine Island, Phase 3, and north of the Hampton Inn on the east side of Ocean Trail, Poplar Branch Township.

TAX ID: 0128-000-001D-0000

ZONING DISTRICT: Limited Business Hotel (LBH)

PRESENT USE: Audubon – Conservation Area

OWNER: National Audubon Society
225 Varick Street, Fl 7
New York, NY 10014-4396

APPLICANT: PIR Holding, LLC
c/o Sumit Gupta
PO Box 7442
Kill Devil Hills, NC 27948

ENGINEER: Quible and Associates, PC
PO Drawer 870
Kitty Hawk, NC 27948

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	**Zoning**
NORTH:	Residential	PUD-RO1
SOUTH	PUD Amenity Site/Commercial	PUD-LBH
EAST:	Atlantic Ocean	
WEST:	Audubon – Conservation Area	RO1

LAND USE PLAN CLASSIFICATION: The 2006 Land Use Plan classifies the site as Full Service within the Corolla subarea.

SIZE OF SITE: 12.75 acres

NUMBER OF UNITS: 32 multi-family units
100-hotel rooms

PROJECT DENSITY: 2.5 multi-family units/ acre
7.984 hotel units/acre

UTILITIES: The development will be served by Southern Outer Banks Water System (SOBWS). The sewage treatment and disposal will be provided by an on-site wastewater treatment system and on-site disposal pond designed to accommodate 60,000 gpd.

I. NARRATIVE OF REQUEST:

- The developer is seeking approval of a special use permit for a combination use that includes 32 multi-family units and 100-hotel rooms. In addition, the developer is proposing 22,000 square feet of retail and a 100-seat restaurant that can be approved administratively (zoning permit).
- The proposed plan does not meet the standard parking requirements of the UDO and the applicant is requesting administrative relief to the minimum parking requirements. The request is for a 20% parking reduction and is detailed below:

Use	Required	Proposed
Retail	1:200 (110)	1:200 (110 * 20% = 88 spaces)
Hotel	1:room (100)	1:room (100* 20% = 80 spaces)
Multi-Family	2:unit (64)	2:unit (64* 20% = 51 spaces)
Restaurant	1:3 seats (34) 1:2 emp. (7)	1:3 seats (34 * 20% = 27 spaces) 1:2 emp. (7* 20% = 6 spaces)
TOTAL	**315 spaces**	**315 * 20% = 252 spaces**

II. QUESTION(S) BEFORE THE BOARD:

Special Use Permit Criteria and Staff Findings:

Special use permits (SUP) are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the SUP procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to conditions of approval to minimize any negative effects they might have on surrounding properties.

In order to approve a SUP, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. Completeness of application.
   Suggested Findings:
   a. The application is complete.

2. The proposed use is among those listed in the Table of Permissible Uses as a special use indicated with an “S”.
   Suggested Findings:
   a. Multi-family uses are an allowable use within the Limited Business Hotel (LBH) zoning district with a special use permit.
   b. The multi-family component of the mixed use development shall not exceed 30% of the total project gross floor area. The proposed multi-family development is 30% of the total project gross floor area.
   c. Hotels are an allowable use within the Limited Business Hotel (LBH) zoning district with a conditional use permit. Pursuant to Section 2.4.3 of the UDO combination uses shall be authorized by a special use permit if any of the principal uses combined requires a special use permit.

3. The conditions proposed meet or exceed the minimum requirements of this ordinance.
   Suggested Findings:
   a. The proposed development with recommended plan corrections and conditions meet or exceed the minimum requirements of this ordinance.

4. The special use will not endanger the public health or safety:
   Suggested Findings:
   a. The proposed development with recommended conditions and plan corrections should have an insignificant impact on public health or safety.

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
   Suggested Findings:
   a. The Unified Development Ordinance indicates that a combination use comprised of multi-family development, retail, restaurant, and hotel is allowed in the LBH base zoning district with a special use permit.
   b. An existing hotel facility is located to the south and an increased bufferyard requirement is recommended for the northern property boundary.

6. The special use will be in conformity with the Land Use Plan or other officially adopted plan.
   Suggested Findings:
   a. The 2006 Land Use Plan classifies this site as Full Service within the Corolla subarea. The Full Service classification supports a base residential density of 2 units per acre but may be increased to 3-4 units per acre through overlay zoning. The proposed use is in keeping with the policies of the plan, some of which are:

      Policy HN3: Currituck County shall especially encourage two forms of residential development, each with the objective of avoiding traditional suburban sprawl:
      1. OPEN SPACE DEVELOPMENTS that cluster homes on less land, preserving permanently dedicated open space and often employ on-site or community sewage treatment. These types of developments are likely to occur primarily in the Conservation, Rural, and to a certain extent the Limited Services areas identified on the Future Land Use Map.
      2. COMPACT, MIXED USE DEVELOPMENTS or DEVELOPMENTS NEAR A MIXTURE OF USES that promote a return to balanced, self-supporting community centers generally served by centralized water and sewer. These types of development are contemplated for the Full Service Areas identified on the Future Land Use Map.

      Policy CD2: Commercial and office development of greater than a neighborhood scale shall be encouraged to cluster in COMMERCIAL OR MIXED-USE CENTERS to curtail the proliferation of strip development, and minimize traffic generation.

      Policy CD8: MIXED-USE DEVELOPMENTS, properly planned from the outside, which allow for a compatible mixture of residential and non-residential uses with a pedestrian scale and design, are encouraged. Similarly, businesses may be located adjoining (and therefore convenient to) an existing residential area, when such

businesses can be shown to satisfy design considerations similar to a newly planned, pedestrian-scaled, mixed use development.

b. The following policy does address growth concerns for the development of the subject property:

Policy ES8: Areas of the county identified for significant future growth shall avoid NATURAL HERITAGE AREAS (e.g. Great Marsh on Knotts Island, Currituck Banks/Swan Island Natural Area, Currituck Banks Corolla Natural Area, Pine Island/Currituck Club Natural Area, Northwest River Marsh Game Land, and many other marsh areas on the mainland).

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).

Suggested Findings:

a. The county has adequate public facilities to service this development.

III. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

Pursuant to the Unified Development Ordinance, the Technical Review Committee recommends approval subject to the site plan corrections identified below. It should be noted that the issuance of a special use permit does not grant site plan approval. The conceptual site plan was reviewed by the TRC on November 12, 2009, and a subsequent submittal to the TRC is required prior to site plan approval.

Planning

1. At a minimum, the landscape plan (bufferyards and shading) shall be submitted that is consistent with UDO requirements prior to site plan approval.
2. A lighting plan consistent with Chapter 4 of the UDO must be provided prior to site plan approval. Specifically, the footcandle measurements at the northern property line exceed the maximum allowances; provide building elevations identifying the building height (mounting height), location and type of light fixtures; verification that all fixtures are full cut-off; hours of operation for all exterior light fixtures; and photometric data for all exterior fixtures including fixtures mounted on the building.
3. A LOMR (Letter of Map Revision) is required prior to approval of this plan. As proposed the plan does not meet the V-zone development requirements of the ordinance. The county received verification on April 14, 2010 that FEMA has accepted and is processing a LOMR request for the property.
4. The maximum non-residential driveway width of 36 feet must be met unless a variance is obtained from the Board of Adjustment.
5. Staff supports administrative relief of the required parking for the proposed mixed use development provided the shared parking analysis submitted by Kimley Horn Associates is approved as part of the special use permit. The American Planning Association,

Parking Standards, supports 10%-20% shared parking reduction within mixed-use developments.

Land Use Plan Consideration:

1. The proposed development is considered a Significant Natural Heritage Area as identified in LUP policy ES8 and significant growth shall avoid these areas. In an effort to address the proposed development impacts the applicant submitted assessment report prepared by Quible and Associates, PC that recognized significant plant and animal species or habitat and environmentally significant areas of this property. *(Staff commentary: In 1990, the National Audubon Society terminated its conservation agreement which registered the entire Pine Island Audubon Sanctuary as a protected North Carolina Natural Heritage Area. However, the termination of the agreement did not affect the identification of the parcel as a Significant Natural Heritage Area. NC DENR staff evaluated the Quible and Associates assessment report, and on February 17, 2010 concluded the tract merits identification as a Significant Natural Heritage Area. It should be noted that the 12.75 acre parcel is part of a 3,500+/- acre Significant Natural Heritage Area).*

NCDOT

The revised plans are under review by NCDOT, but no additional comments have been received.

IV. PLANNING STAFF RECOMMENDATION:

The proposed development with suggested conditions and plan modifications meets the requirements for special use permit approval. Therefore, the **staff recommends conditional approval** of this special use permit subject to the following conditions that address requirements of the ordinance and policies of adopted plans:

1. The issuance of the special use permit does not constitute site plan approval. The site plan, lighting plan, and landscape plan must be approved by the technical review committee.
2. The Conceptual Design Presentation prepared by CPAA Planning, Architecture, Interior Design, Visual Communications, and Landscape Architecture from Chapel Hill, NC dated January 27, 2010 is incorporated into the Special Use Permit. Significant design changes to the project will require modification of the Special Use Permit.
2. Please indicate all handicap accessible routes on the site plan.
3. Staff recommends relocating trash collection areas located in proximity of the residential units in Pine Island as well as the amenity area to the south. All fenced service areas and equipment, including but not limited to dumpsters and mechanical equipment, located between principle buildings and NC 12 shall be constructed of comparable exterior materials of the surrounding buildings within the immediate vicinity. (LUP Policy CD7)
4. Landscaping shall be selected from salt tolerant species.
5. A Type A opaque bufferyard shall be installed along the northern and southern exterior property lines. At the time of planting, the bufferyard shall include:
   a. Minimum 10 foot planting height and 2 inch caliper native, salt tolerant trees; and,
   b. 5-gallon native, salt tolerant shrubs.
6. Staff recommends all pedestrian crossings be raised with contrasting materials.

7. A maximum 20% shared parking relief shall be given to the proposed mixed use development. Retail uses shall be considered high volume traffic generators.
8. An internal traffic study prepared by a professional traffic engineer or licensed professional must be conducted for internal vehicular circulation. The study must be submitted and reviewed by the technical review committee as part of the site plan review. *(Staff commentary: A shared use parking analysis completed by Kimley-Horn and Associates, Inc. was submitted February 9, 2010 and provided justification for shared parking reduction of 20% from the UDO requirements based on all high volume retail uses. The shared parking reduction must be approved as part of the SUP. The analysis did not address internal vehicular circulation.)*
9. Land Use Plan policy statement WQ5 promotes low impact development techniques and encourages developments to preserve the natural features of the site including existing topography and significant existing vegetation. The use of low impact development techniques shall be incorporated into the plan design. A minimum of three techniques shall be provided, including but not limited to the use of bioretention; permeable surfaces; reduction in the use of curb and gutter; drought resistant, native vegetation; solar energy; green building practices; or cisterns. The preservation of natural features of the site, existing topography, and significant existing vegetation may include preservation of non-developed areas (i.e., those areas not identified for construction or unnecessary grading).

V. PLANNING BOARD RECOMMENDATION:

The Planning Board ***tabled*** the request at the January 12, 2010 meeting and ***recommended denial*** at the February 9, 2010 meeting for the following reason:

1. Classification of the property as a Significant Natural Heritage Area and Policy ES8 of the Land Use Plan it would be violated if the project moves forward as proposed.

PLANNING BOARD DISCUSSION (1-12-10)
Mr. Midgette stated how could the board make a recommendation because all the information is not complete.

Mr. Valdivieso stated that there were two key issues, the fire access and parking numbers. Mr. Valdivieso stated they went to Raleigh to meet with the architect and the state fire marshal to ensure this property is in compliance with State fire regulations. They have submitted a plan with detail which addresses the fire access issues. With the better layout for fire access they actually gain more parking spaces to where they are within the 10% to 20% shared parking reduction within mixed-use developments. Mr. Valdivieso stated the Audubon is selling this piece of property to his clients. This property is zoned commercial designation and the Land Use Plan classifies it in a full-service district. Mr. Valdivieso stated this property is not part of the Pine Island PUD and therefore not coming to the Planning Board with an amended sketch plan to amend the Pine Island PUD.

Ms. Wilson stated that with the original parking accommodations, the total impervious surfaces plus the walkways is approximately 86,000 sq. ft. The plan shows that there will be an infiltration pond handling the treated water. Would the developer consider having a treatment applied to the infiltration pond to accommodate the use of gray water or plumbing which would take some of the drain off the county supplied water?

Mr. Valdivieso stated they would take it into consideration. Mr. Valdivieso also stated there is parking underneath the building.

Mr. Clark asked who will be responsible for taking care of the pond.

Mr. Valdivieso stated it will be the owners and then the homeowners association.

Mr. Kovacs asked if there will be any public access to the beach.

Mr. Valdivieso stated no.

Mr. Clark asked if a professional company will be hired to treat the wastewater treatment pond.

Mr. Valdivieso yes.

Mr. Kovacs asked Mr. Valdivieso if he had seen the comments that the Planning Board members had received.

Mr. Valdivieso stated yes.

Mr. Mettenheimer stated he received an email from the Pine Island Association Board which states the original proposal, which included 15 single-family homes and how this project is a departure from the original plan. Mr. Mettenheimer stated the email also stated that the Pine Island board has obtained legal counsel to determine how to prevent any development of the subject parcel land that would affect the value of the Pine Island property. Mr. Mettenheimer stated he finds this project not consistent with the original plan, it will increase the number of people on this property, and it will affect the Pine Island owners' ability to rent their property and property value. Mr. Mettenheimer asks that this request be denied.

Mr. Smith states he has concerns with an incomplete plan, height of buildings, increase landscaping buffer between this project and Pine Island, lighting, beach access not to increase, wastewater treatment under condo building, access needs to be near commercial, and number of dumpsters.

Mr. Valdivieso stated the wastewater treatment will be put under Building B; lighting will be in compliance with the UDO, they will meet the UDO requirements for buffering/landscaping, and they will also need a CAMA permit. A special use permit will dictate what can be put on the property. Mr. Valdivieso stated the buildings will be less than 35 ft. from grade.

Mr. West asked if the condos will be individually owned or time share.

Mr. Valdivieso stated they will be sold.

Mr. Smith stated he is concerned with where the grade is. If the grade is 10-12 ft. then they add the 35 ft. it is really going to be tall. He is concerned with how tall it will be in comparison to his house.

Mr. Valdivieso stated it will be similar with the roof lines of the other commercial structures that are already there.

Ms. Wilson stated the architecture of the buildings is nice but as a resident living in Corolla when you drive by the area what is there now is lovely. Ms. Wilson stated in spite of what decision is eventually made she feels a great deal of sympathy with the area residents.

ACTION
Ms. Wilson recommended that PB 09-36 Corolla Club and Resort (Sumit Gupta) be tabled until all the deficiencies can be addressed and permits are obtained. Mr. Clark seconded the motion. Motion carried unanimously.

PLANNING BOARD DISCUSSION (2-9-10)
Mr. West asked who makes the determination for the Letter of Map Amendment (LOMA).

Ms. Voliva stated FEMA.

Mr. Valdivieso stated that his client is under contract to purchase the property from the National Audubon Society. This property is not part of the Pine Island PUD and is not subject to the Pine Island guidelines. The property is zoned commercial and the site is designated full service district. Mr. Valdivieso stated this case came before the Planning Board in January but was tabled because it did not comply with the fire code access and 20% reduction in the parking requirements. Since this time they have had a parking study done and resubmitted a site plan that meets fire code. Mr. Valdivieso stated the issues with the stormwater disposal or means of wastewater disposal are not valid at this point because the process that they are going through now is to request a special use permit for the site plan. There has been a lot of discussion on the Natural Heritage Program designation of the property. Mr. Valdivieso stated they have been in contact with NC Department of Natural Resources to find out why the subject property is in a Natural Heritage Area and what significance the property has from an environmental prospective. Mr. Valdivieso stated the main reason it is in there Heritage Area program is because it is Audubon property. Mr. Valdivieso stated the county has asked them to check with the NC Department of Natural Resources to find out why the subject property is in a Natural Heritage Area and if it is valid to be under this designation. They did speak to them and basically they said the Natural Heritage Program (NHP) is a non regulatory program. Mr. Valdivieso stated they had a site assessment done with two of his staff members. The conclusion was that there is no threatened, endangered or special concern species recognized by NHP were observed.

Mr. Midgette stated that the property is considered a Natural Heritage Area as identified in the county's Land Use Plan (LUP) and significant growth shall avoid these areas.

Mr. Valdivieso stated he is aware of the statement, but the site assessment which was done states this property does not meet the criteria for a Natural Heritage Area.

Mr. Midgette asked Mr. Valdivieso how the board would get confirmation if the property is a Natural Heritage Area and how long will it take to get confirmation.

Mr. Valdivieso stated they are asking the board to base their decision on the information that they have provided. Mr. Valdivieso stated what they are running into with the NC Department of Natural Resources is that they are not willing to come out and say if this meets their criteria or doesn't meet their criteria.

Mr. West asked what is the zoning of the other property that the National Audubon owes which is across the street.

Mr. Woody stated RO1 and the subject property is zoned Limited Business Hotel (LBH).

Mr. West asked how did this piece of property get rezoned to LBH which is still owned by the National Audubon when the other property is zoned RO1.

Mr. Valdivieso stated he thinks the property was zoned LBH when the National Audubon obtained it, but this is just a guess.

Mr. Adams, a professional traffic engineer, presented a presentation on the Shared Parking Analysis.

Ms. Wilson stated that in the calculation was it taken into consideration the potential number of people parking in these spaces during the peak season time.

Mr. Adams stated that in talking with the development team there is recognition of this factor.

Ms. Wilson stated the developer said the wastewater system will be a very environmental conscious system; would they also apply this as well to the parking system.

Mr. Gupta stated that there are two things with the parking, one being from the business side they want to make sure there is enough parking to sustain the project. During the peak season they need to have in place some sort of management of parking, i.e. valet system. Mr. Gupta stated there are many environmental friendly ways to manage the parking and they are still looking at other options.

Mr. Valdivieso stated they have addressed the issues of fire access, parking and Natural Heritage Area. Mr. Valdivieso stated they have applied to FEMA to change the flood zone designation from a VE designation to an AE designation for construction purposes.

Mr. Hollan stated he was here to speak on behalf of Pine Island and he knows a lot about the history of the property. Earl Slick gave the property to the Audubon. Mr. Hollan provided an overview of the history. Mr. Hollan stated that the Audubon voluntary dedicated this area as a Natural Heritage property. The state does not come in and take someone's property and say it is in a Natural Heritage Area. The Audubon submitted this area to the state as part of the Natural Heritage Program. Mr. Hollan stated the proposed project is not in harmony with the rest of the community. Property taxes have never been paid on this property. Mr. Hollan stated he hopes the board finds this request is inconsistent with the surrounding properties and it is a Natural Heritage Area and will deny the request.

Mr. Clark asked if there is any other area open in Corolla like this property.

Mr. Hollan stated no.

Mr. West stated that farmers can asked that land be put in an agriculture district but they can also remove it. Since the National Audubon asked that this land be put in the Natural Heritage Area, can they request that it be removed?

Mr. Hollan stated he does not think so.

Mr. Gaw stated he is there representing the Pine Island Homeowner's Association. He has a petition with 277 names on it opposing the development. Mr. Gaw stated the Audubon acquires environmental sensitive land that needs to be protective and this is why there is a Natural Heritage designation application to this land. The Natural Heritage is not a regulatory agency but it is an agency that identifies land that needs to be regulated because it is land that is environmentally sensitive. Mr. Gaw stated there is a public health issue because over wash from the ocean and how it will affect the septic systems. There are many problems with this project and he would ask that the board deny this request.

Mr. Wemer stated this project is requesting to get out of the V-zone and with the recent northeaster storm they have lost 10 to 30 feet of dunes in Corolla. He requests the request be denied.

Mr. Jerry Wright stated he is concerned about the water fowl resource that is in Currituck County and how they will be affected because they use the marshes in Pine Island and the Audubon property. The proposed site is directly across from the Pine Island Club House which the northern pintail flight comes and winters on this yard starting in August. Mr. Wright stated the Pine Island community was never intended to have this intense type of development. They have tried to work in Currituck to promote economical growth and activity on the beach while at the same time trying to protect the resources that people come here for; our horses, our water fowl and our fishing. Mr. Wright requests the board denies this request.

Mr. Valdivieso provided an overview of the wastewater treatment system and the affect of over wash and stormwater runoff.

Mr. Kovacs asked if the development will be done in phases.

Mr. Gupta stated yes and the timeline will be 2 to 3 years for build out.

Mr. Valdivieso stated the retention pond will be approximately 10,000 sq. ft. with fencing and will be professional managed.

Mr. Midgette asked how many contractors in Currituck County or Dare County that would be capable of building a hotel of this magnitude.

Mr. Valdivieso stated they do have a contractor but would use local contractor to do the plumbing, framing, electrical, site work, and supplies.

Mr. Midgette stated he thinks they have a great project but the location is not right.

Mr. Gupta stated they have been working on this project for two years. Mr. Gupta stated the county's LUP has this zoned as LBH in a full service district. They have a letter from the Audubon stating they do not see this property as part of the conservation area and are willing to sell the property. Mr. Gupta stated this resort will offer a lot to Corolla in the long run. Mr. Gupta stated it is very frustrating to them as a developer that they have spent two years on a project if the county had told them upfront that they could not develop this land because it was part of a Natural Heritage Area.

Mr. Wright stated the county does adhere to the LUP and Natural Heritage Area which is adopted by the county. Mr. Wright refers to Policy ES8 which states that significant future growth shall avoid Natural Heritage Areas.

Mr. West stated that with no taxes paid on the property that signals something unique with the property.

Mr. Kovacs asked Mr. Valdivieso was he okay with staff recommendations.

Mr. Valdivieso stated the only objection is with the mandate to construct in a V-zone.

Mr. Clark stated he has concerns from citizens which are recommendations in the event the SUP is approved. Construction during June thru October be limited to 9-5, 5 days per week to reduce noise impact, overnight parking for heavy equipment should be at the south end of the property, working hours should be dawn to dust during November thru May seven days per week.

Mr. Valdivieso stated they would take them into consideration.

Ms. Wilson stated that even though the land was reclassified from RO1 to LBH; does this mean the environmental needs disappear with it?

Mr. Valdivieso stated yes. The National Audubon Society is now saying in writing that the site does not have a conservation value.

ACTION
Ms. Wilson motioned to recommend denial based on the classification of the property as a Significant Natural Heritage Area and Policy ES8 of the Land Use Plan it would be violated if the project went forth. Ms. Taylor seconded the motion. Ayes: Mr. West, Mr. Wright, Mr. Midgette, Ms. Taylor, Mr. Clark and Ms. Wilson. Nays: Ms. Newbern and Mr. Kovacs.

PB 09-36 Corolla Club and Resort
Special Use Permit

0 120 240 480 720 Feet

Currituck County Planning Department

PB 09-36 Corolla Club and Resort
Special Use Permit

0 120 240 480 720 Feet

Currituck County Planning Department

PB 09-36 Corolla Club and Resort
Special Use Permit

0 155 310 620 930 Feet

Currituck County Planning Department

MEMORANDUM

To: David A. Deel, Quible & Associates
PIR Holding, LLC

From: Donna Voliva, Planner

Date: November 12, 2009

Re: Corolla Club and Resort

The following comments have been received for the November 18, 2009 TRC meeting. In order to be scheduled for the December 8, 2009 Planning Board meeting, please address all comments and resubmit a corrected plan by 3:00 p.m. on November 23, 2009. TRC comments are valid for six months from the date of the TRC meeting.

Planning, Donna Voliva

Resubmit

1. A 25 foot Type A bufferyard setback shall be applied to both the north property line (adjacent to Pine Island residential lots) and the south property line (adjacent to the Pine Island amenities site).
2. The flood zone data has not been approved and should reflect the approved maps.
3. Please indicate all handicap accessible routes on the site plan.
4. The trash collection sites shall be designed for front loading trucks.
5. The maximum driveway width at the property line is 36 feet.
6. The landscape plan calculations shall be consistent with UDO canopy calculations.
7. Floor area ratios shall exclude all enclosed parking areas but shall include remaining floor area.
8. A traffic study should be conducted for internal circulation. The main access does not appear to have adequate stacking for exiting the property.
9. Note #21 shall include both building B calculations.
10. Fire hydrants may not be located within 15 feet of a parking space.
11. The loading and unloading spaces do not appear functional.
12. Staff recommends all pedestrian crossings be raised and of contrasting materials.
13. A lighting plan must be provided.
14. This proposed phase of development is considered a Natural Heritage Area as identified in the Land Use Plan policy statement ES8 and significant growth shall avoid these areas.
15. Land Use Plan policy statement WQ5 encourages developments to preserve the natural features of the site including existing topography and significant existing vegetation.
16. Landscaping shall be selected from salt tolerant species.
17. Bulkheads or retaining walls shall not be allowed as a method to stabilize or contain fill, except bulkheads established for the purpose of shoreline protection or as otherwise permitted by the county engineer. This shall not include retaining walls used to stabilize or contain existing natural grade when a driveway or walkway is cut into a lot at an elevation lower than existing natural grade.

18. If the flood zone modification is approved, the planning staff recommends all buildings be built to V-zone certification requirements.
19. The proposed parking schedule must be reworked as it does not meet the minimum requirements.

Currituck Soil and Water, Mike Doxey

Approved with corrections.

1. Need high density state stormwater permit.

Currituck County Engineer, Eric Weatherly

Approved with corrections.

1. Provide water main plans from county tie in to end of project.
2. Provide Public Water Supply permit for water main extension.
3. Provide 12" water main extension to project.
4. Provide 12x6 tee, FH, 12 gate valve and plug at end of water main for future extension.
5. The 1 inch water services for condominiums and 50 room motels appears too small. Provide flow calculations to support sizing.
6. Provide sewer system plans and supporting documentation for all collection, treatment and disposal. Provide sewer application and permit.
7. Where will the Typical Storm Pipe Outlet Detail be used at on the project?
8. Provide stormwater and erosion control permits.
9. No fill within 10' of the property line.
10. Provide better narrative description and construction details of the stormwater overflow device.
11. Provide downstream stormwater analysis of the proposed roadside swale to be use as the systems overflow beyond the 10 year storm.
12. A more thorough soils investigation should be provided to support the Currituck Soil Survey book and to identify the SHWT for design of the stormwater chamber infiltration system.
13. Indicate the pad and finish floor elevations.
14. Provide the stormwater chamber system maintenance requirements for the county's file.
15. Provide a copy of the soil scientist report.
16. There are concerns about standing water the entire length of the road frontage (like Harris Teeter).
17. Construction plans must be resumbmitted to TRC.

Currituck County Utilities, Pat Irwin

Approved

1. The county will require a 12 inch water line connected to the existing 12 inch line in front of the Spindrift development a 12 inch valve will be required at the connection to SOBWS.
2. Are one inch service lines to the hotels and condominiums large enough to handle the demand?

Currituck County Emergency Management, James Mims

Denied/Resubmit

1. Fire apparatus must be able to come within 150 feet of all portions of all structures including the deck. This requirement will not be held to the narrow beach access walkways.

2. If structures are greater than 30 feet in height additional access requirements are needed for the fire department ladder truck.
3. If the structures are sprinklered fire department connections must be indicated on the site plans. They should be placed in such a fashion that they can be accessed and an adjacent fire hydrant can be accessed without blocking the full width of the fire apparatus access.

Currituck County Building Inspections, Spence Castello

Approved

1. All amenities must be accessible.

Currituck County GIS, Harry Lee

Reviewed

1. Addresses will be assigned by GIS when building permit(s) applied for. Building elevations will be required to assign addresses.

Currituck County Parks and Recreation, Jason Weeks

Reviewed

1. No comment.

Currituck County Economic Development, Peter Bishop

Reviewed

1. Please provide total commercial retail space proposed, insight on tenant mix and space available, total project investment, and permanent job-creation projection.

NC Division of Coastal Management, Charlan Owens

1. A CAMA Major Permit will be required. Permitting rules concerning structure setback requirements were amended effective August 11, 2009. The setback distance is determined by both the size of the development and the shoreline erosion rate. Please see 15A NCAC 07H. 0306 at http://www.nccoastalmanagement.net/Rules/Text/t15a-07h.0300.pdf
2. The plans show calculations relative to the new rules, however additional support documentation will be needed to verify the required setback. Please contact Ron Renaldi, DCM Field Representative, at 252-264-3901 for additional information.

NCDOT, Gretchen Byrum

Approved with corrections

1. A 5 ft paved shoulder is existing on NC 12, but the plans show a 2 ft paved shoulder. The 5 ft paved shoulder shall be restored to maintain the improvements made by NCDOT to better facilitate bicyclist on NC 12.
2. The plans show a continuous left turn lane and continuous right turn lane. The left turn lane shall be broken up into individual left turn lanes via pavement markings or concrete islands. There should be 3 individual left turn lanes, the 2 proposed driveways and 1 at existing Audubon Drive. The right turn lane shall be physically broken up into 2 separate right turn lanes.
3. Pavement markings should be in accordance with std specifications and drawings. The arrows, etc can be found in std drawing 1205. 06. All markings shall be thermoplastic. The white edge line separating traffic from the paved shoulder shall be Vibraline.
4. The traffic entering the site at primary driveway is shown as having a STOP condition. This shall be changed to such that internal traffic will have the STOP condition and entering traffic will have the right of way and free flow. This short driveway stem length is

concerning but a free flow entrance may help. An internal roundabout at the entrance to deal with the internal flow is recommended.

5. The main entrance traffic island is just under the 20 max width. It also may be closer to the through travel lane (6-12 ft). 6 ft would be preferred provided landscaping does not block sight distances. A narrower entrance is recommended to reduce the appearance to motorist of two separate drives.
6. A note was made referencing a NC 12 HWY roadway improvement plan (lower left hand corner). This plan needs to be reviewed before additional comments are made and permits issued.
7. The roadway improvements and pavement marking plans should be illustrated in separate plan sheets for clarity.

NCDENR, Land Quality, Pat MCClain

Approved

1. More than one acre will be affected in the course of developing this project. Therefore, an erosion and sedimentation control plan must be submitted to and approved by the Land Quality Section prior to initiating any land disturbance associated with this development.

Albemarle Regional Health Services, Joe Hobbs

Reviewed

1. THE PROPOSED WASTEWATER TREATMENT PLANT TO SERVE THIS PROPOSED DEVELOPMENT WILL NEED TO BE APPROVED BY THE NC DIVISION OF WATER QUALITY (WASHINGTON REGIONAL OFFICE) AT (252)946-6481. PLEASE SUBMIT WASTEWATER TREATMENT PLANT ENGINEERED PLANS AND APPROVAL LETTER TO HEALTH DEPT. FOR KNOWLEDGE AND REVIEW.
   *NOTE: ANY PROPOSED COMMUNITY POOLS, RESTAURANTS, FOOD STANDS WILL NEED TO BE REVIEWED BY HEALTH DEPT. BEFORE APPROVAL CAN BE GRANTED BY HEALTH DEPT.. CONSULT WITH HEALTH DEPT.(252)232-6603.
2. ALSO PROPOSED HOTEL(S) PLANS WILL NEED TO BE REVEIWED BY HEALTH DEPT. BEFORE APPROVAL CAN BE GRANTED BY HEALTH DEPT.. AGAIN, PLEASE CONSULT WITH HEALTH DEPT. (252) 232-6603. THANK YOU

Currituck County Schools, Dr. Megan Doyle
Currituck County Local Volunteer Fire Department
Currituck County GIS, Harry Lee
NCDENR, Environmental Management, Roger Thorpe
NCDENR, Public Water, Siraj Chohan
NC State Archaeology, Lawrence Abbot
US Army Corps of Engineers, Tom Steffens
Embarq, Hester Jones
Charter Communications, Sam Scilabba
Dominion Power, Troy Lindsey

SHEET INDEX

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SHEET 2 GRADING & DRAINAGE PLAN
SHEET 3 UTILITY PLAN
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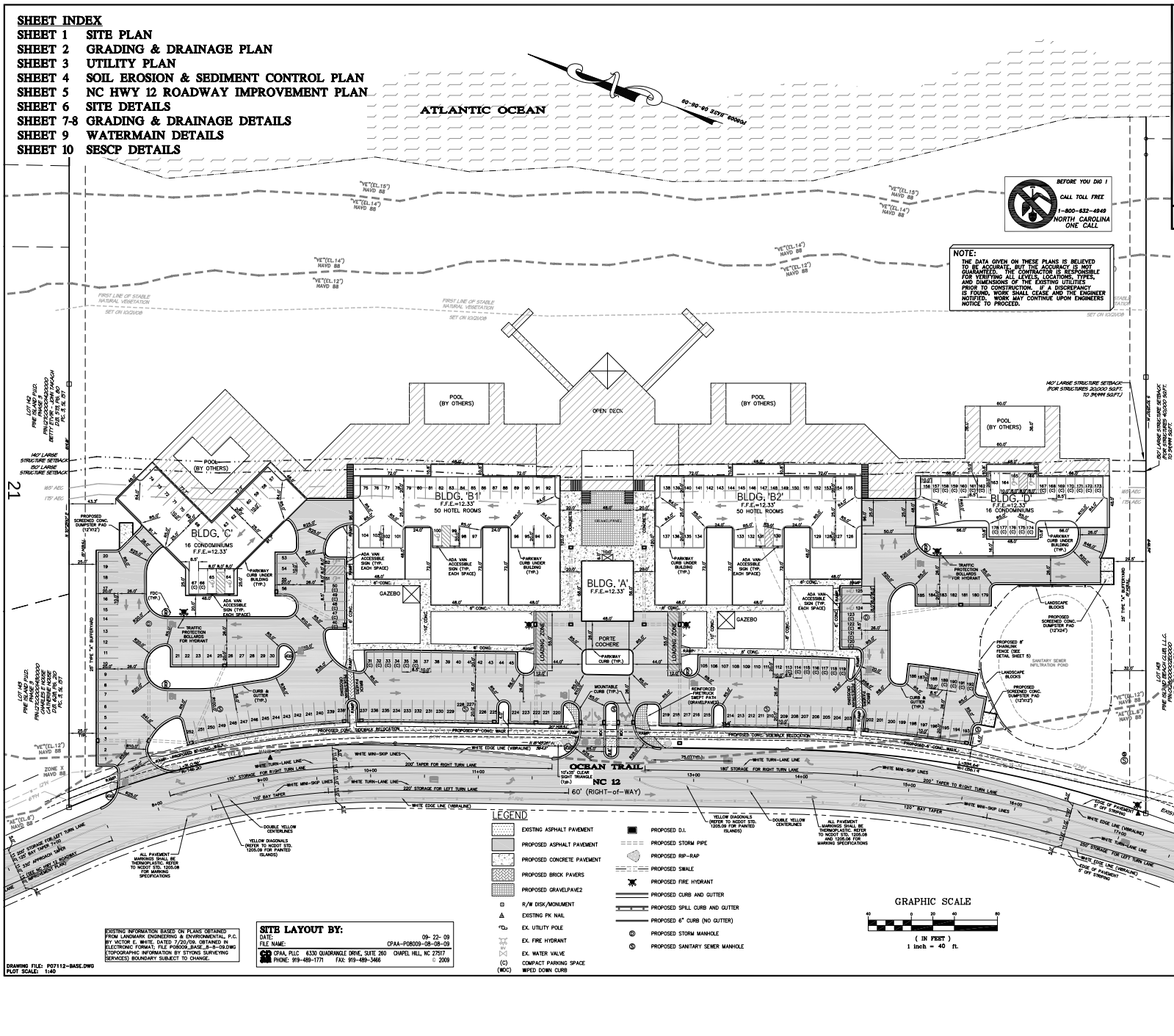
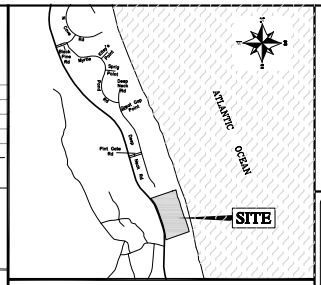
SHEET 5 NC HWY 12 ROADWAY IMPROVEMENT PLAN
SHEET 6 SITE DETAILS
SHEET 7-8 GRADING & DRAINAGE DETAILS
SHEET 9 WATERMAIN DETAILS
SHEET 10 SESCP DETAILS





VICINITY MAP
N.T.S.

NOTES:

1. OWNER: NATIONAL AUDUBON SOCIETY
225 VARICK ST. FL. 7
NEW YORK, NY 10014-4396
2. DEVELOPER: PIR HOLDING, LLC
C/O SUMIT GUPTA
PO BOX 7442
KILL DEVIL HILLS, NC 27948
3. PROPERTY IDENTIFICATION: TAX MAP 128 PARCEL 1D
PID: 012800000010000
4. RECORDED REFERENCE: D.B. 268, PG. 853
5. ZONE: LIMITED BUSINESS-HOTEL (LHB)
6. PROPOSED USE: MULTI-FAMILY RESIDENTIAL, HOTEL WITH RETAIL & RESTAURANT.
7. PARCEL AREA: 416,625 sq.ft. (TO F.L.S.N.V.) – 9.56 acres
555,535 SQ.FT. (TO M.H.W.L.) – 12.75 acres
8. LOT COVERAGE:
PROPOSED: BUILDINGS = 62,812.00 sq.ft.
DECKS = 41,665.43 sq.ft.
CONC. WALKS = 17,829.86 sq.ft.
IMPERVIOUS PARKING = 89,811.52 sq.ft.
TOTAL = 211,118.81 sq.ft. (50.67%)
9. SETBACKS: REQUIRED
FRONT 20'
SIDE (NORTH): 15'
SIDE (SOUTH): 15'
10. PARKING REQUIREMENTS:
RETAIL: 22,000 SQ.FT. @ 1SP/200 SQ.FT. = 110 SPACES
HOTEL ROOMS: 100 ROOMS X 1 SPACE/ROOM = 100 SPACES
MULTI-FAMILY: 32 UNITS @ 2 SPACES/UNIT = 64 SPACES
RESTAURANT: 100 SEATS @ 1 SPACE/3 SEATS = 34 SPACES
14 EMPLOYEES @ 1 SPACE/ 2 EMPLOYEES = 7 SPACES
SUB-TOTAL: 315 SPACES
20% REDUCTION FOR SHARED USES: 315 SPACES X 0.2 = 63 SPACES
REQUIRED: 315 SPACES–63 SPACES = 252 spaces
PROVIDED: 252 spaces
ADA SPACES REQUIRED: 7 spaces
ADA SPACES PROVIDED: 12 spaces
20% OF PARKING SPACES ARE ALLOWED TO BE COMPACT SPACES (C)
252 SPACES PROVIDED * 0.2 = 50 COMPACT SPACES ALLOWED.
46 COMPACT SPACES PROVIDED – NOTED AS (C)
11. SURVEY DATA SHOWN ON THIS PLAN IS BASED ON ELECTRONIC DATA FROM LANDMARK ENGINEERING AND ENVIRONMENTAL, P.C. OBTAINED IN ELECTRONIC FORMAT (CPAA_P08009_BASE_08-08-09.DWG). TOPOGRAPHIC INFORMATION BASED ON INFORMATION PROVIDED BY STYONS SURVEYING SERVICES AND PRODUCED BY LANDMARK ENGINEERING. (BASED ON NAVD 88 DATUM)
12. FLOOD ZONE: "VE", "X" & "AE" AS SHOWN (SUBJECT TO CHANGE BY F.E.M.A.)
13. PROJECT SCOPE: THIS PLAN PROPOSES THE CONSTRUCTION OF CONDOMINIUM UNITS, RETAIL, HOTEL & ASSOCIATED PARKING & UTILITIES.
14. ALL DIMENSIONS ARE TO FACE CURB UNLESS OTHERWISE NOTED.
15. ALL UTILITIES SERVING THIS SITE WILL BE PLACED UNDERGROUND.
16. ALL EXISTING IMPROVEMENTS TO BE REMOVED UNLESS OTHERWISE NOTED.
17. EXISTING VEGETATION TO BE PRESERVED WHERE POSSIBLE.
18. NO ARMY CORPS OF ENGINEER "404" JURISDICTIONAL WETLANDS ARE LOCATED ON THE SITE.
19. TOTAL LAND AREA TO BE DISTURBED: 9.57 ac (NCDENR STORMWATER PERMIT AND LAND DISTURBANCE APPROVAL REQUIRED)
20. BUFFERS & SHADE TREE CALCULATION: (SEE PLANS BY CPAA)
21. ALL BUILDINGS SHALL BE SPRINKLED PER NFPA 13 STANDARDS.
22. HEATED GFA PER BUILDING:

	GROUND	SECOND FLOOR	THIRD FLOOR	ROOF	TOTAL
BLDG A	5,568 SQ.FT.	6,240 SQ.FT.	6,240 SQ.FT.	780 SQ.FT.	18,828 SQ.FT.
BLDG B1	3,456 SQ.FT.	17,760 SQ.FT.	17,760 SQ.FT.	0 SQ.FT.	38,976 SQ.FT.
BLDG B2	3,456 SQ.FT.	17,760 SQ.FT.	17,760 SQ.FT.	0 SQ.FT.	38,976 SQ.FT.
BLDG C	1,024 SQ.FT.	11,136 SQ.FT.	11,136 SQ.FT.	0 SQ.FT.	23,296 SQ.FT.
BLDG D	300 SQ.FT.	9,792 SQ.FT.	9,792 SQ.FT.	0 SQ.FT.	19,884 SQ.FT.
TOTAL:	139,960 SQ.FT.				

Quible & Associates, P.C.
SINCE 1959
ENGINEERING • CONSULTING • PLANNING
ENVIRONMENTAL SCIENCES • SURVEYING
Licensed: Engineering C-0246 Surveying C-1738
PO Box 870 Kitty Hawk, NC 27949
Phone: (252) 261-3300 Fax: (252) 261-1360
E-Mail: quible@quible.com

NORTH CAROLINA PROFESSIONAL SEAL 025158 ENGINEER DAVID A. CRAIG
CERTIFICATION

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NO.	DATE	REVISIONS
1	12/21/09	REVISIONS PER NCDOT AND CURR. COUNTY
2	01/21/10	REVISIONS PER CURR. COUNTY

SITE PLAN

Corolla Club & Resort
P.I.R. HOLDING, L.L.C.

POPLAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

COMMISSION NO. P07112
DESIGNED BY DAD
DRAWN BY TAS
CHECKED BY DAD
ISSUE DATE 10-20-09

SHEET NO. 1 OF 10 SHEETS

Kimley-Horn
and Associates, Inc.

Memorandum

To: Sumit Gupta, PIR Holding, LLC

From: Richard C. Adams, PE

Date: February 8, 2010

Subject: Shared Use Parking Analysis - Corolla Club and Resort
Currituck County, North Carolina

A parking demand analysis was conducted for the proposed Corolla Club and Resort in Currituck County, North Carolina. The projected parking demand for this beachfront development was analyzed using shared-use methodology and national parking accumulation rates published by the Urban Land Institute (ULI) and the Institute of Transportation Engineers (ITE). The rates and methodology provided by ULI and ITE were specifically applied and adjusted to account for the unique characteristics of the proposed development and the tourism-based economy of the northern Outer Banks. The parking demand calculated in this analysis represents a conservative estimate of the number of parking spaces that should be accommodated within the site – assuming consistent parking supply policies. This analysis assumes full occupancy of all land uses, and accordingly models the anticipated peak-season conditions for the development.

This report documents the general framework for the parking demand analysis and summarizes the assumptions, calculations and results.

Project Understanding

Corolla Club and Resort is a mixed-use development proposed between NC Highway 12 and the Atlantic Ocean in Currituck County, North Carolina. The proposed plan for Corolla Club and Resort includes multi-family residential, lodging, retail, and restaurant land uses. The land use intensities for Corolla Club and Resort are provided in **Table 1**.

Table 1
Land Use Intensity

Land Use	Intensity	Units
Condominiums	32	Dwelling units
Hotel	100	Rooms
Retail	22,000	Square feet
Quality Restaurant	100	Seats
Quality Restaurant	14	Employees

Given the coastal location of this project and associated peak summer demand, the study focuses on peak patronage conditions for all uses in the development.

Study Methodology

This study is a cumulative analysis reviewing the land use conditions for the development to measure the overall parking demands for the site.

The study methodology accounts for both internal capture and shared-use impacts to parking demands on a mixed-use project. The internal capture accounts for site visitors who patronize multiple businesses within a given visit to the site, thus reducing overall parking demand. The shared-use methodology assumes that one parking space may be available for two or more land uses without conflict or encroachment, especially in more mixed-use development areas where land uses typically generate different parking demand peaking conditions. The result is often demand for parking spaces that is less than the demand generated by separate freestanding developments of similar size and character.

Parking Accumulation Rates

Local development ordinances typically require parking to sustain individual land uses separately, which does not accurately reflect parking demand for mixed-use developments. The use of these rates without other consideration often results in overdevelopment of parking facilities in mixed-use developments, leading to large areas of unused parking and an overly large impervious surface impact.

Currituck County Unified Development Ordinance (UDO) rates are shown in **Table 2** below. It should be noted that although this site is anticipated to contain small meeting and wedding facilities, these areas were not generated separately because the hotel rates account for these types of facilities.

High Volume vs. Low Volume Retail - It should also be noted that if Currituck County UDO parking rates are used, we believe that at least one half of the retail space in this development should be generated using the classification of Low Volume Retail. The site calls for approximately 22,000 square feet of retail space, the majority of which will be on the second level and will not be visible from the road, and the retail on the first level will have very limited visibility from the road. Accordingly, the only viable retailers for the majority of the retail space are likely high-end boutique tenants that would serve a lower volume of patrons with higher per-patron sales amounts. These retailers typically either serve patrons that are already otherwise on the site, or who will seek out the retailer without being drawn to the store by signage visible from the road. The difference in peak trip generation between general retail and high-end "specialty" retail uses is quantified in Trip Generation (Fifth Edition) by the Institute of Transportation Engineers (ITE), which reports that specialty retail uses generate fewer trips than are generated by general retail uses of the same size. For the project as a whole, UDO parking (without any shared parking reductions) would require 315 spaces using the High Volume Retail rate for 100% of the retail space, or 288 spaces if using 50% as Low Volume Retail and 50% as High Volume Retail.

The Currituck County UDO parking rates, while useful as a starting point for parking demand considerations, do not reflect current parking demand data and methodology. Accordingly, for purposes of this shared parking study, nationally-accepted peak parking rates were utilized, since the national rates are widely utilized for parking demand calculations. These rates were developed based on actual field measurements of parking accumulation, and are a better measure of the actual parking demand found in mixed-use developments. The two main sources for the national rates in this study were *Shared Parking Manual*, Second Edition, by the Urban Land Institute (ULI), and the *Parking Generation Manual*, Third Edition, by ITE.

It should be noted that the parking rates used herein account for a small cushion of spaces (approximately 15%) over the peak measured parking accumulation to provide for operation fluctuations, incorrectly parked vehicles, vehicle maneuvers, and vacancies created by reserving spaces for specific users, such as disabled parking. This small cushion, allowing for an effective parking supply to meet actual demands, reduces the need to search the entire system for the last few parking spaces, thus reducing patron frustration. **Table 2** below summarizes the parking accumulation rates based on the ULI and ITE national studies, as well as the Currituck County UDO parking rates. The ULI/ITE rates include both weekday and weekend rates, and this analysis looks at both scenarios to confirm that the worst-case condition is considered.

Table 2
Parking Accumulation Rates

Land Use	ULI/ITE Rates		Currituck UDO Rates	Units
	Weekday	Weekend		
Condominiums	1.68	1.68	2	Per dwelling unit
Hotel (Guest)	0.9	1	1	Per room
Hotel (Employee)	0.25	0.18	0	Per room
Retail (Guest)	2.9	3.2	5 (High) 2.5 (Low)	Per 1,000 sq. ft.
Retail (Employee)	0.7	0.8	0	Per 1,000 sq. ft.
Quality Restaurant (Guest)	0.65	0.48	0.33	Per seat
Quality Restaurant (Employee)	N/A	N/A	0.5	Per employee

It should be noted that the national parking accumulation rates for retail uses applied in this study still assume general retail uses for this development. While there are separate trip generation rates are available

for boutique or "specialty" retail uses, there unfortunately are no specialty retail data available for parking generation. Accordingly, the full national retail rates were applied in this study, providing a conservative calculation of retail parking demand.

Also, as shown in **Table 2** above, for certain land uses, ULI and ITE differentiate between guest and employee parking. This represents a more accurate way to analyze shared use parking due to the variation in peaking patterns between the two types of users. An example of this pattern would be hotel employee parking peaking in the morning, but trending downward after housekeeping staff leaves and hotel guests arrive later in the day.

Trip Adjustments

The rates presented in the previous section represent the assumption that trips for each land use arrive only by automobile and that no one patronizes multiple businesses while on the site on a single visit. In reality, given the mixed-use nature of the site and the tourist-related tenants anticipated in the retail and restaurant space, many trips generated by Corolla Club and Resort will come from individuals patronizing multiple businesses on the site in a single trip. In addition, some of the trips may also arrive by alternative modes of transportation (such as walking or cycling). With this in mind, it is necessary to reduce the projected parking demand to account for the internal capture and transportation mode split of the development.

Internal Capture - In a mixed-use development such as Corolla Club and Resort, many individual trips will include patronizing multiple destinations on the site. In most cases, the driver will enter the site, park once, and make multiple stops at various residential, lodging, retail, or restaurant establishments. This pattern is referred to as internal capture, and is reflected in the internal capture rates published for each land use. **Table 3** presents the rates used in this analysis for the site's internal capture. These internal capture rates were generated using the methodology presented in ITE's *Trip Generation Handbook* (2004). However, given the nature of the retail and restaurant space noted previously and the resort aspects of this development, it is possible that at build-out of Corolla Club and Resort there will be more internal capture than projected, and these rates may be conservative.

Table 3
Internal Capture Rates

Land Use	Internal Capture Rate
Condominiums	13%
Hotel	13%
Retail	10%
Restaurant	10%

Alternate Transportation Modes - In addition to internal capture on the site, it is often important to reduce parking demand to reflect trips that use alternative modes of transportation. These modes include transit, walking, and cycling trips. Since a multi-use path runs through the site, some walk and bike trips to the site are expected. This path is expected to be extended further north and south in the future, increasing the potential for additional alternate transportation trips over time. However, in order to establish a conservative estimate of parking demand, no trip reductions for alternative modes of transportation were used in this study.

Time-of-Day Adjustment Factors

A shared parking analysis also relies on time-of-day adjustment factors. These factors represent the variations in parking accumulation for each land use type throughout the course of the day. This variation in parking demand allows for the sharing of a single parking space for different uses at different times of the day. For example, a restaurant whose peak period is in the evening can share a portion of its spaces with a retail store that does most of its business during the day. The ULI *Shared Parking Manual* provides time-of-day adjustment factors for each type of land use utilized in this analysis. The time-of-day adjustment factors can be found in the Appendix of this memorandum.

Peak Parking Demands

Peak parking demand represents the total number of parking spaces required to meet peak parking accumulation with an effective parking supply.

Peak parking demand calculations were performed based on the land use mix, development intensities, and preferred travel modes as outlined in this

report. As discussed previously, parking generation rates from ULI *Shared Parking* and ITE *Parking Generation* were used to determine the raw (unadjusted) parking demands for all uses, which were then reduced prior to performing the parking accumulation calculations to account for the internal capture. Parking accumulation data by time of day, along with graphs detailing the projected parking accumulation by time of day, can be found in the Appendix to this report. Based on the land uses in the Corolla Club and Resort development, the peak hour is expected to occur at 7:00 PM in both the weekday and weekend peak conditions.

Based on this shared parking analysis, the following peak parking accumulation results (shown in **Table 4**) were determined for Corolla Club and Resort.

Table 4
Projected Peak Parking Accumulation

Land Use	Peak-Hour Parking Space Demand	
	Weekday (7:00 PM)	Weekend (7:00 PM)
Condominiums	46	46
Hotel (Guest)	67	74
Hotel (Employee)	4	9
Retail (Guest)	55	47
Retail (Employee)	13	13
Quality Restaurant	59	41
Total	**244**	**230**
Proposed Parking Supply	**252**	**252**
Surplus/Deficit	**+8**	**+22**

The results of the shared-use methodology show that there is a projected parking surplus of 8 spaces in the weekday condition and 22 spaces in the weekend condition. It should be reiterated that the values above are conservative in that they assume typical retail uses, use relatively low internal capture rates, and do not account for any usage of alternate modes of transportation.

Parking Dimensions/Functional Design

Recommended parking space dimensions were also reviewed for the proposed Corolla Club and Resort. In *Parking Structures* the third edition, Mary Smith discusses parking levels of service in Chapter 3, "Functional Design." Parking stalls that are 9' wide with 26' wide drive aisles are said to represent Level of Service "A". Level of Service "B" parking stalls are 8'-9" wide with drive aisles that are 25' wide. In *The Dimensions of Parking* (Fourth Edition) by ULI, a minimum 24' wide drive aisle is recommended. *The Dimensions of Parking* also recommends minimum parking stall widths of 8'-9" to 9' for moderate- to higher-turnover visitor parking and 8'-6" to 8'-9" for low- to moderate-turnover visitor spaces.

Many municipalities require similar parking stall dimensions as well. For instance, the City of Raleigh requires 8'-6" x 18' parking stalls with 24' wide drive aisles. The City of Wilmington also requires 8'-6" x 18' parking stalls. Based on these publications, 9' x 18' parking stalls with 26' drive aisles are recommended for the standard parking spaces for the Corolla Club and Resort. These dimensions would provide a Level of Service "A" based on *Parking Structures*, which better accommodate larger vehicles than a lower Level of Service condition. Larger vehicles such as sport-utility, truck, and minivan vehicles are disproportionately represented in tourist destinations. These dimensions would also accommodate the higher standards recommended in *The Dimensions of Parking* for moderate- to higher-turnover visitor parking, consistent with much of the parking demand expected at the Corolla Club and Resort.

Conclusion

The shared-use parking analysis performed for Corolla Club and Resort indicates that the site is expected to operate with a surplus of parking. Using national parking standards based on ULI and ITE data, and making assumptions as appropriate for the specific nature of this site and the tourist-oriented peaking characteristics of the northern Outer Banks, a surplus of 8 parking spaces (weekday) and 22 parking spaces (weekend) are projected when comparing the land uses to the proposed parking supply. Currituck County UDO requirements call for 315 parking spaces, based on all retail being generated as High Volume Retail. The proposed Corolla Club

and Resort development plan calls for 252 spaces. This equates to a 20% reduction from the County UDO requirements. Based on ULI and ITE parking rates we project a demand of 244 parking spaces during the week (at the peak hour 7:00 PM), which equates to a 22.5% reduction from the County UDO requirements based on all High Volume Retail. Furthermore, the demand projected herein equates to a 15.3% reduction from UDO requirements when UDO requirements are calculated based on 50% High Volume and 50% Low Volume retail uses.

In summary, we believe that the proposed parking supply of 252 spaces (representing a 20% reduction from County UDO requirements assuming all High Volume retail uses, or 12.5% reduction from UDO requirements assuming equal High and Low Volume retail) provides an adequate parking supply for the proposed project. This analysis projects a peak demand of 244 spaces, and provides a conservative estimate of parking demand because (1) general retail uses were assumed in the parking rates utilized despite the boutique nature of the anticipated shops, (2) the rates utilized provide a modest cushion to account for parking turnover and other issues related to actual vs. effective parking supply, (3) more internal capture may be realized than assumed herein due to the resort nature of the development, and (4) no reduction was taken for walking or biking trips even with the multi-use path on the site.

Additionally, we believe that the UDO-required dimensions of 10' x 20' for standard parking spaces are overly large and not consistent with current parking standards and guidelines. A 9' x 18' parking stall with 26' wide drive aisles would be appropriate and accomodate the larger vehicles expected to utilize the standard parking spaces for the proposed Corolla Club and Resort.

Corolla Club & Resort
Proposed Development Plan (Weekday)

RESIDENTIAL			
Description	ITE Code	Intensity	Units
Condominium	230	32	d.u.

LODGING			
Description	ITE Code	Intensity	Units
Hotel	310	100	rooms

RETAIL			
Description	ITE Code	Intensity	Units
Retail	814	22,000	s.f.

SERVICES			
Description	ITE Code	Intensity	Units
Restaurant	931	100	seats

Parking Supply Information

Parking Decks	0
Surface Lots	252
On-Street Parking	0
Total Number of Spaces	252

Peak Parking Accumulation (Weekday)

1. Development Program Summary

Condominium	32	d.u.
Hotel	100	rooms
Retail	22,000	s.f.
Restaurant	100	seats

2. Peak Parking Accumulation Factors

Condominium	1.68	per dwelling unit
Hotel (Guest)	0.90	per room
Hotel (Employee)	0.25	per room
Retail (Guest)	2.90	per 1,000 GFA
Retail (Employee)	0.70	per 1,000 GFA
Quality Dining	0.65	per seat

3. Peak Parking Accumulation (Single Use Methodology)

Condominium	54	spaces
Hotel (Guest)	90	spaces
Hotel (Employee)	25	spaces
Retail (Guest)	64	spaces
Retail (Employee)	15	spaces
Quality Dining	65	spaces
Total	313	spaces

Trip Reductions (Weekday)

1. Peak Parking Accumulation

Condominium	54	spaces
Hotel (Guest)	90	spaces
Hotel (Employee)	25	spaces
Retail (Guest)	64	spaces
Retail (Employee)	15	spaces
Quality Dining	65	spaces

2. Internal Capture Rates

Condominium	13%
Hotel (Guest)	13%
Hotel (Employee)	13%
Retail (Guest)	10%
Retail (Employee)	10%
Quality Dining	10%

3. Alternative Travel Modes

Transit Usage	0%
Bicycle Usage	0%
Walking Trips	0%

4. Reduced Demand

Condominium	47	spaces
Hotel (Guest)	78	spaces
Hotel (Employee)	22	spaces
Retail (Guest)	58	spaces
Retail (Employee)	14	spaces
Quality Dining	59	spaces
Total	277	spaces

HOURLY TIME-OF-DAY FACTORS FOR SHARED USE PARKING - ULI METHODOLO

A. Time of Day Distribution (Weekday)

Time of Day	Condominium	Hotel (Guest)	Hotel (Employee)	Retail (Guest)	Retail (Employee)	Quality Dining
6:00 AM	100%	95%	5%	1%	10%	0%
7:00 AM	90%	95%	30%	5%	15%	0%
8:00 AM	85%	90%	90%	15%	40%	0%
9:00 AM	80%	80%	90%	35%	75%	0%
10:00 AM	75%	70%	100%	65%	85%	15%
11:00 AM	70%	70%	100%	85%	95%	40%
12:00 PM	65%	65%	100%	95%	100%	75%
1:00 PM	70%	65%	100%	100%	100%	75%
2:00 PM	70%	70%	100%	95%	100%	65%
3:00 PM	70%	70%	100%	90%	100%	40%
4:00 PM	75%	75%	90%	90%	100%	50%
5:00 PM	85%	80%	70%	95%	95%	75%
6:00 PM	90%	85%	40%	95%	95%	95%
7:00 PM	97%	85%	20%	95%	95%	100%
8:00 PM	98%	90%	20%	80%	90%	100%
9:00 PM	99%	95%	20%	50%	75%	100%
10:00 PM	100%	95%	20%	30%	40%	95%
11:00 PM	100%	100%	10%	10%	15%	75%
12:00 AM	100%	100%	5%	0%	0%	25%

B. Hourly Parking Demand

Time of Day	Condominium	Hotel (Guest)	Hotel (Employee)	Retail (Guest)	Retail (Employee)	Quality Dining	Total
6:00 AM	47	74	1	1	1	0	124
7:00 AM	42	74	7	3	2	0	128
8:00 AM	40	70	20	9	5	0	144
9:00 AM	38	63	20	20	10	0	151
10:00 AM	35	55	22	37	11	9	169
11:00 AM	33	55	22	49	13	23	195
12:00 PM	31	51	22	55	14	44	217
1:00 PM	33	51	22	58	14	44	222
2:00 PM	33	55	22	55	14	38	217
3:00 PM	33	55	22	52	14	23	199
4:00 PM	35	59	20	52	14	29	209
5:00 PM	40	63	15	55	13	44	230
6:00 PM	42	67	9	55	13	56	242
7:00 PM	46	67	4	55	13	59	244
8:00 PM	46	70	4	46	12	59	237
9:00 PM	47	74	4	29	10	59	223
10:00 PM	47	74	4	17	5	56	203
11:00 PM	47	78	2	6	2	44	179
12:00 AM	47	78	1	0	0	15	141

Shared Parking Analysis - Data Output Sheet
Weekday Analysis

Shared Parking?	Yes
Parking Rate Source	ULI/ITE National Averages
Analysis Period	Weekday
Peak Parking Demand [A]	244
Parking Supply [B]	252
Parking Supply Surplus [C]	8
Peak Time of Day	Evening

Notes:

A = Peak parking demand represents the total number of parking spaces required to meet peak parking accumulation with an effective parking supply. The effective parking supply allows a small cushion of spaces (15%) over the peak parking accumulation to provide for operation fluctuations, misparked vehicles, snow cover, vehicle maneuvers, and vacancies created by reserving spaces for specific users, such as disabled parking. The cushion reduces the need to search the entire system for the last few parking spaces, thus reducing patron frustration. The 85th percentile of observed peak hour accumulations is employed by the Urban Land Instititue and the Institute of Transportation Engineers for determining the parking ratios used in this anlaysis.

B = Parking supply includes all available parking spaces identified within the zone, whether provided in parking decks, on-street parking spaces, or surface lots.

C = Parking supply minus peak parking demand.

Corolla Club & Resort
Proposed Development Plan (Weekend)

RESIDENTIAL			
Description	ITE Code	Intensity	Units
Condominium	230	32	d.u.

LODGING			
Description	ITE Code	Intensity	Units
Hotel	310	100	rooms

RETAIL			
Description	ITE Code	Intensity	Units
Retail	814	22,000	s.f.

SERVICES			
Description	ITE Code	Intensity	Units
Restaurant	931	100	seats

Parking Supply Information

Parking Decks	0
Surface Lots	252
On-Street Parking	0
Total Number of Spaces	252

Peak Parking Accumulation (Weekend)

1. Development Program Summary

Condominium	32	d.u.
Hotel	100	rooms
Retail	22,000	s.f.
Restaurant	100	seats

2. Peak Parking Accumulation Factors

Condominium	1.68	per dwelling unit
Hotel (Guest)	1.00	per room
Hotel (Employee)	0.18	per room
Retail (Guest)	3.20	per 1,000 GFA
Retail (Employee)	0.80	per 1,000 GFA
Quality Dining	0.48	per seat

3. Peak Parking Accumulation (Single Use Methodology)

Condominium	54	spaces
Hotel (Guest)	100	spaces
Hotel (Employee)	18	spaces
Retail (Guest)	70	spaces
Retail (Employee)	18	spaces
Quality Dining	48	spaces
Total	308	spaces

Trip Reductions (Weekend)

1. Peak Parking Accumulation

Condominium	54	spaces
Hotel (Guest)	100	spaces
Hotel (Employee)	18	spaces
Retail (Guest)	70	spaces
Retail (Employee)	18	spaces
Quality Dining	48	spaces

2. Internal Capture Rates

Condominium	13%
Hotel (Guest)	13%
Hotel (Employee)	13%
Retail (Guest)	10%
Retail (Employee)	10%
Quality Dining	10%

3. Alternative Travel Modes

Transit Usage	0%
Bicycle Usage	0%
Walking Trips	0%

4. Reduced Demand

Condominium	47	spaces
Hotel (Guest)	87	spaces
Hotel (Employee)	16	spaces
Retail (Guest)	63	spaces
Retail (Employee)	16	spaces
Quality Dining	43	spaces
Total	272	spaces

HOURLY TIME-OF-DAY FACTORS FOR SHARED USE PARKING - ULI METHODOLO

A. Time of Day Distribution (Weekend)

Time of Day	Condominium	Hotel (Guest)	Hotel (Employee)	Retail (Guest)	Retail (Employee)	Quality Dining
6:00 AM	100%	95%	5%	1%	10%	0%
7:00 AM	90%	95%	30%	5%	15%	0%
8:00 AM	85%	90%	90%	10%	40%	0%
9:00 AM	80%	80%	90%	30%	75%	0%
10:00 AM	75%	70%	100%	50%	85%	0%
11:00 AM	70%	70%	100%	65%	95%	15%
12:00 PM	65%	65%	100%	80%	100%	50%
1:00 PM	70%	65%	100%	90%	100%	55%
2:00 PM	70%	70%	100%	100%	100%	45%
3:00 PM	70%	70%	100%	100%	100%	45%
4:00 PM	75%	75%	90%	95%	100%	45%
5:00 PM	85%	80%	75%	90%	95%	60%
6:00 PM	90%	85%	60%	80%	85%	90%
7:00 PM	97%	85%	55%	75%	80%	95%
8:00 PM	98%	90%	55%	65%	75%	100%
9:00 PM	99%	95%	55%	50%	65%	90%
10:00 PM	100%	95%	45%	35%	45%	90%
11:00 PM	100%	100%	45%	15%	15%	90%
12:00 AM	100%	100%	30%	0%	0%	50%

B. Hourly Parking Demand

Time of Day	Condominium	Hotel (Guest)	Hotel (Employee)	Retail (Guest)	Retail (Employee)	Quality Dining	Total
6:00 AM	47	83	1	1	2	0	134
7:00 AM	42	83	5	3	2	0	135
8:00 AM	40	78	14	6	6	0	144
9:00 AM	38	70	14	19	12	0	153
10:00 AM	35	61	16	32	14	0	158
11:00 AM	33	61	16	41	15	6	172
12:00 PM	31	57	16	50	16	22	192
1:00 PM	33	57	16	57	16	24	203
2:00 PM	33	61	16	63	16	19	208
3:00 PM	33	61	16	63	16	19	208
4:00 PM	35	65	14	60	16	19	209
5:00 PM	40	70	12	57	15	26	220
6:00 PM	42	74	9	50	14	39	228
7:00 PM	46	74	9	47	13	41	230
8:00 PM	46	78	9	41	12	43	229
9:00 PM	47	83	9	32	11	39	221
10:00 PM	47	83	7	22	7	39	205
11:00 PM	47	87	7	9	2	39	191
12:00 AM	47	87	5	0	0	22	161

Shared Parking Analysis - Data Output Sheet
Weekday Analysis

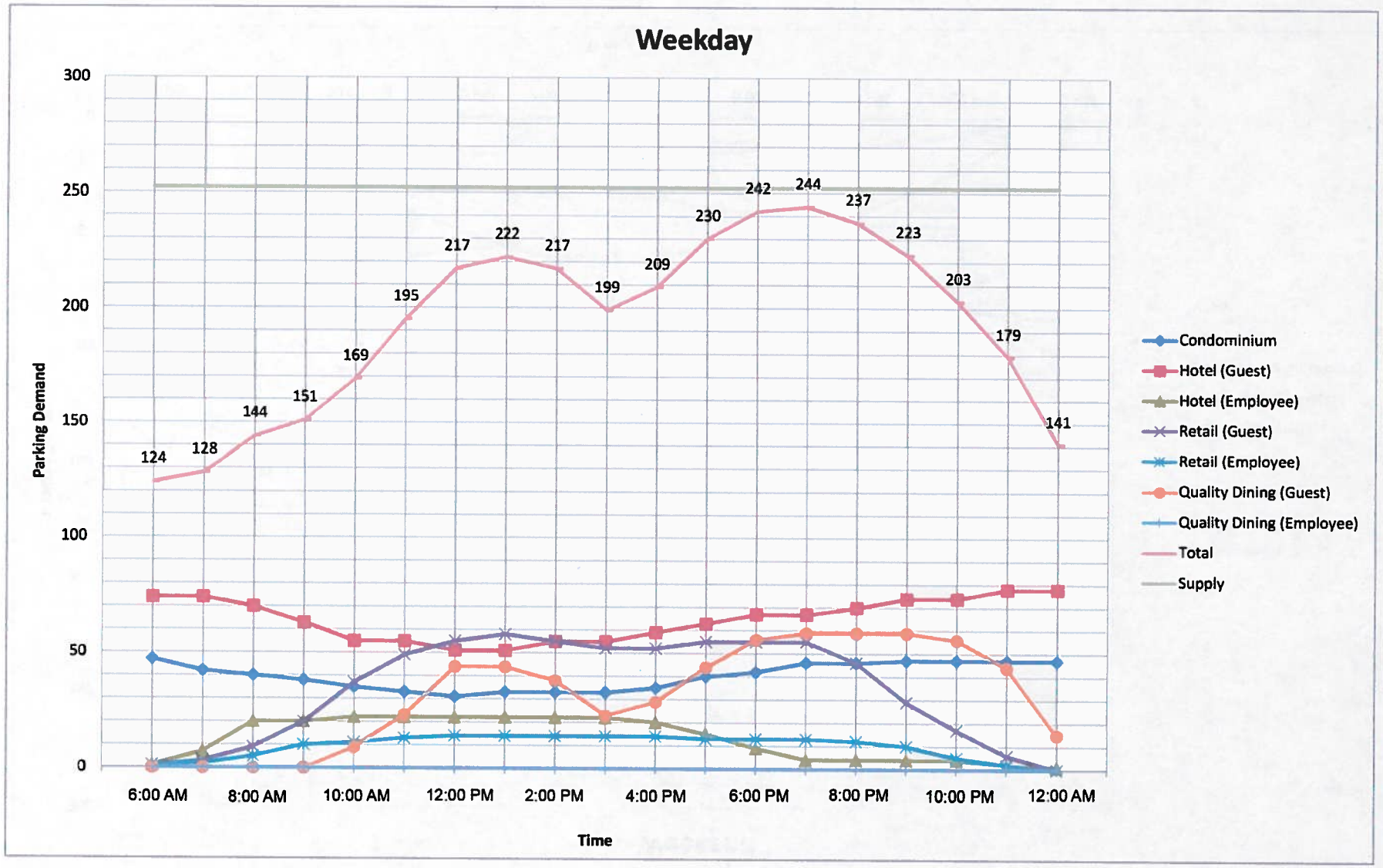
Shared Parking?	Yes
Parking Rate Source	ULI/ITE National Averages
Analysis Period	Weekend
Peak Parking Demand [A]	230
Parking Supply [B]	252
Parking Supply Surplus [C]	22
Peak Time of Day	Evening

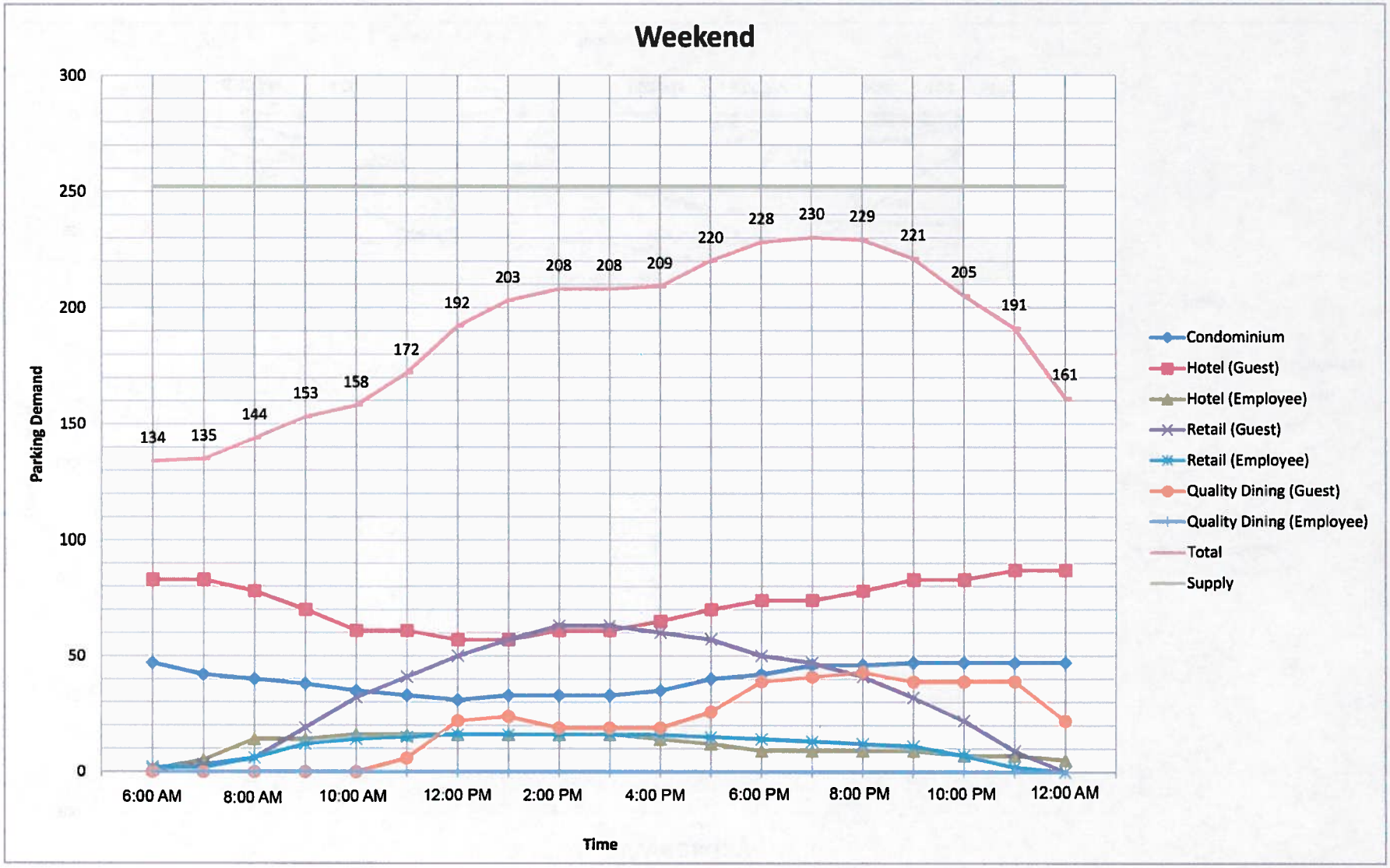
Notes:

A = Peak parking demand represents the total number of parking spaces required to meet peak parking accumulation with an effective parking supply. The effective parking supply allows a small cushion of spaces (15%) over the peak parking accumulation to provide for operation fluctuations, misparked vehicles, snow cover, vehicle maneuvers, and vacancies created by reserving spaces for specific users, such as disabled parking. The cushion reduces the need to search the entire system for the last few parking spaces, thus reducing patron frustration. The 85th percentile of observed peak hour accumulations is employed by the Urban Land Instititue and the Institute of Transportation Engineers for determining the parking ratios used in this anlaysis.

B = Parking supply includes all available parking spaces identified within the zone, whether provided in parking decks, on-street parking spaces, or surface lots.

C = Parking supply minus peak parking demand.


Weekday
Parking Demand
300
250
200
150
100
50
0
124
128
144
151
169
195
217
222
217
199
209
230
242
244
237
223
203
179
141
6:00 AM
8:00 AM
10:00 AM
12:00 PM
2:00 PM
4:00 PM
6:00 PM
8:00 PM
10:00 PM
12:00 AM
Time
Condominium
Hotel (Guest)
Hotel (Employee)
Retail (Guest)
Retail (Employee)
Quality Dining (Guest)
Quality Dining (Employee)
Total
Supply


Weekend
Parking Demand
300
250
200
150
100
50
0
134
135
144
153
158
172
192
203
208
208
209
220
228
230
229
221
205
191
161
6:00 AM
8:00 AM
10:00 AM
12:00 PM
2:00 PM
4:00 PM
6:00 PM
8:00 PM
10:00 PM
12:00 AM
Time
Condominium
Hotel (Guest)
Hotel (Employee)
Retail (Guest)
Retail (Employee)
Quality Dining (Guest)
Quality Dining (Employee)
Total
Supply

Corolla Club & Resort (***CC&R***)

"A unique family oriented Oceanfront Resort Destination…"

Executive Summary

DEVELOPMENT OVERVIEW

CC&R development plans *meet the requirements* of the County's UDO and are consistent with the County's Land Use Plan, and other adopted plans and polices.

CC&R development mix *is consistent* with the County's long term *vision* and *needs*.

CC&R implements key recommendations made by the *Economic Development Strategy "Vision Plan"* by UNC and the *Tourism Research & Strategic Plan* by Randall Travel Marketing (RTM) study, two economic reports recently commissioned by the County and available on the Currituck website. Brent Lane, Director at UNC, and Judy Randall, CEO of RTM, have both reviewed CC&R and stated that this development <u>is</u> in line with their recommendations.

<u>Hotels</u>: Both reports concluded that Currituck is under "*hoteled*". There are only 194 hotel rooms in Currituck, versus over 3,000 residential lodging units. Hotel rooms account for less than 6% of lodging accommodations. [RTM Report]

- Currituck desperately needs more hotel rooms to accommodate the *new* "first-time visitor" demographic, which is a highly under-served market with significant growth potential for producing *new* revenues for the County.
- These first time and short term visitors are essential for the long-term sustainability of the large supply of weekly rental homes. <u>Key note</u>: *Most weekly renters first start off as overnight or weekend visitors.*

<u>Retail & Restaurants</u>: *"Currituck leaks approximately 28% of the County's proportional retail sales and sales tax revenue to other counties, especially to Dare County which also imports much of Currituck's tourism-related spending.*" [UNC Report] This is a preventable loss. CC&R will help to retain this spending within Currituck County. Further, CC&R, being a unique Oceanfront Resort Destination, will likely import spending from surrounding counties.

- Retail per Capita [US Census Bureau]
  a. Retail per Capita in Dare County is $21,699
  b. Retail per Capital in Currituck County is $10,041
- The RTM study states that beach visitors reported Currituck County had failing ratings in the categories of "*variety of shopping and merchandise*" and in "*the range of choices for dining*." These same visitors rated both these activities by over 80% as the most popular things to do while vacationing, and gave them a higher level of importance than even "*beach swimming*". [RTM Report]

<u>Banquet & Business Conference venues</u>: CC&R will bring in some of the *only* and most advanced business-friendly meeting rooms and the larger Oceanfront reception venues to Currituck. These venues will complement the existing larger vacation homes which are not ideal for hosting such events. Further, these venues will help to meet additional demand during the *peak* seasons, and also add additional opportunities for attracting corporate conferences during the *shoulder and off* seasons. Representatives from Rental Management companies and Outer Banks Wedding Guide have stated that the demand for wedding and event venues is not being met.

ECONOMIC IMPACT

CC&R is one of the largest proposed "economic" development planned in the area. Many area business leaders are calling it a "local stimulus package" that will create many new local JOBS and help support existing local businesses.

i. CC&R is projected to generate:
   - **Up to 100 permanent jobs**
   - **Up to 1,000 construction -related jobs**

i. The Developer is a local business that currently utilizes local subcontractors and vendors, and will continue to do so!
   - The Developers have met with numerous local businesses, residents, property owners, tourists, and County officials and staff to discuss and plan this development. The overwhelming majorities are in **support**!

Tax Relief & Revenues

i. Currently, Currituck County has a *tax relief per household from sales taxes paid by travelers* of $1,503.91, versus Dare County which has $5,280.86. There is a huge potential for Currituck here. CC&R is projected to annually generate:
   - **$32 Million in additional tourism dollars**
   - **$400,000 in additional property taxes**

ii. The Currituck County Department of Travel and Tourism (CCDTT) have 7 main objectives. CC&R is consistent with each of them. Here are two that stand out:

(1) Increase the number of visitors to Currituck County which will increase occupancy tax and sales tax revenues. CC&R is projected to annually generate:
   - **$550,000 in additional occupancy tax revenue**
   - **$250,000 in additional sales tax revenue**

(2) Convert day-trip travelers to overnight stays.

a. CC&R will add 100 luxury Oceanfront hotel suites and 32 up-scale Oceanfront condominiums. Currently there are only 123 Oceanfront rooms and according to Randall report 700 can be easily absorbed.

ENVIRONMENTAL IMPACT

CC&R will embrace eco-friendly, Low Impact Development (LID) development and construction techniques. The Developers will incorporate LEED principles into the proposed development, which are designed to promote design and construction practices that focus on sustainability while reducing the negative environmental impacts of buildings and improving occupant health and well-being.

Natural Heritage Area Program

i. Is a non-regulatory government agency program.
ii. In the 1980's, the National Audubon Society **voluntarily** Registered this parcel into the Natural Heritage Program. This parcel was never Dedicated as Natural Heritage Area.
iii. In 1990, Audubon **voluntarily** removed this parcel; so for the last10 years it is has not been Registered with the Natural Heritage Program.

CONCLUSION

This parcel can be developed as large single family rental homes, retail & restaurant space, and/or a combination of many other allowable uses under the LBH zoning; many of which can be administratively approved *without* an SUP process. Regardless, most of these development options will all have a very similar site impacts. The critical difference is the **economic impact**.

The Development team has worked with the Currituck Planning Department for 2 years, including a text amendment previously adopted. CC&R's unique development mix and location will make it a *unique* Oceanfront attraction that will serve many of the Currituck's social and economic needs. There are a very limited number of undeveloped Oceanfront tracts/resources remaining in Currituck, so by taking into consideration a long-term strategic view, the Developers hope you will agree CC&R is the most economically efficient use of this parcel. This development benefits all concerned, the County, the Public, and the Developer.

Some Resources:

1. **[RTM REPORT] :** http://www.visitcurrituck.com/strategicplan.aspx
2. **[UNC Report] :** http://co.currituck.nc.us/pdf/ed-news/eadb-marketing-Plan-08dec04.pdf
3. http://www.restaurantowner.com
4. http://www.rtmnet.com
5. http://www.planning.org/
6. http://www.co.currituck.nc.us/
7. http://www.currituckchamber.org/
8. http://www.ncnhp.org/

OFFICIAL USE ONLY:
Case Number: _____
Date Filed: _____
Gate Keeper: _____
Amount Paid: _____
SUP or CUP: _____

SPECIAL/CONDITIONAL USE PERMIT APPLICATION

*Refer to the Currituck County Development Review Process Manual for detailed review procedures, submittal checklists, and submittal schedule.

APPLICANT:

Name: PIR Holding, LLC
Address: c/o Sumit Gupta, P. O. Box 7442
Kill Devil Hills, NC 27948
Telephone: (252) 441-9003
Fax Number: _____
E-Mail Address: sgupta@onmg.com

OWNER:

Name: National Audubon Society
Address: 225 Varick St. Fl. 7
New York, NY 10014-4396
Telephone: _____
Fax Number: _____
E-Mail Address: _____

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: Contract Purchaser

PROPERTY INFORMATION:

Physical Street Address: Will be assigned during review process
Parcel Identification Number: 0128000001D0000
Current Zoning: LHB Total Acreage: 9.56 Deed Book: 268 Page Number: 853
Existing Use: Vacant
Proposed Use: Hotel, condominium, with retail and restaurant
Total square footage of land disturbance activity: 7.61 Ac.
Total structure coverage: 64,425 sf
Total vehicular area (including sidewalks): 85,907 sf
Total square footage of all buildings: 139,960 sf
Existing gross floor area: n/a
Proposed gross floor area: 139,960 sf

Purpose of Special/Conditional Use Permit: The purpose of this Special Use Permit Application is to allow the construction of a combined condominium and hotel with retail development on a 9.56 Acre parcel on the Currituck Outer Banks

The applicant should respond to the following issues that the Board of Commissioners/Board of Adjustment must make a finding for in order to issue a Special/Conditional Use Permit. Answers should be supported by facts and may be attached.

a. The use will not materially endanger the public health or safety.

Please see attached SUP narrative

b. The use will not substantially injure the value of adjoining or abutting property.

Please see attached SUP narrative

c. The use will be in harmony with the particular neighborhood or area in which it is to be located (even though the proposed use and surrounding uses are generally permissible in the same district and therefore usually compatible).

Please see attached SUP narrative

d. The use will be in general conformity with the Land Use Plan or other plan officially adopted by the board.

Please see attached SUP narrative

e. The use will not exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, and law enforcement.

Please see attached SUP narrative

I, the undersigned, do certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Further, I hereby authorize county officials to enter my property for purposes of determining zoning compliance. All information submitted and required as part of this application process shall become public record.

Owner

Applicant

Corolla Club & Resort
SUP APPLICATION NARRATIVE
October 22, 2009

USE DESCRIPTION

This application requests a conditional use permit to allow for the construction of a Multi-family Residential and Hotel with Retail and Restaurant development on a 9.56 acre parcel located on the east side of NC 12 within on Currituck Outer Banks approximately 450 feet north of the intersection of Audubon Drive and NC 12.

RESPONSE TO CUP APPLICATION QUESTIONS

1) *The proposed use will not materially endanger the public health or safety.*

The proposed Hotel and Multi-family Residential development is to occupy a 9.56 acre parcel of land with adequate water, sewer, stormwater, solid waste, and parking infrastructure improvements. Two entrances accessing NC 12 are proposed, properly sized, spaced, and with adequate sight distance to accommodate normal traffic flow to and from the site for the proposed uses. The site is designed to provide fire truck access throughout the facility and fire hydrants placement will be coordinated with the Currituck County Fire Department. The site has been engineered to address stormwater runoff to include a significant reduction in the post-construction condition of the 10-year, 2 hour statistical storm flow volume, well in excess of the County's pre-construction / post-construction stormwater storage requirements. The site is bordered to the east by the Atlantic Ocean, to the south by the Pine Island Beach Club and the Hampton Inn, to the west by NC 12 and the Pine Island Hunt Club, and to the north by the Pine Island development. Given that the nature of the adjoining Pine Island residential development is primarily large vacation rental homes and the property is bordered to the south by a club and hotel, the proposed use (multi-family and hotel) provides a logical transition between these uses. It should be noted that the northernmost building (adjacent to the Pine Island vacation residential) is proposed to be multi-family residential.

2) *The proposed use will not substantially injure the value of adjoining or abutting property.*

As noted above, the site is bordered to the east by the Atlantic Ocean, to the south by the Pine Island Beach Club and the Hampton Inn, to the west by NC 12 and the Pine Island Hunt Club, and to the north by the Pine Island development. Given that the nature of the adjoining Pine Island residential development is primarily large vacation rental homes and the property is bordered to the south by a club and hotel, the proposed use (multi-family and hotel) provides a logical transition between these uses. It should be noted that the northernmost building (adjacent to the Pine Island vacation residential) is proposed to be multi-family residential. A substantial landscape buffer of trees and shrubs which will grow into a thick hedge row are proposed along the northern property line. Considering

the surrounding compatible uses and the screening / buffering of the adjoining residential area, these uses will not injure surrounding property values.

3) *The proposed use will be in harmony with the particular neighborhood or area in which it is to be located.*

The surrounding area generally consists of a mixture medium to high-density beach residential with supporting retail. The specific adjoining areas, as outlined above, consist fo the beach, large beach vacation homes, a hotel, and the Pine Island Beach Club. The Corolla Club and Resort is being developed with Multi-family Residential, Hotel, and Retail components. The higher-impact uses, retail and hotel are proposed to be located on the interior of the site, with the northern and southern buildings to be multi-family residential. The proposed use is fully in harmony with the surrounding neighborhood and provides a logical transition between the Hotel to the south and the large vacation homes to the north.

4) *The proposed use will be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans officially adopted by the County. (If granted will the proposed use be in conformity with setback, height and lot coverage requirements, etc., and will the use be in general harmony with the intent of said plans and ordinances?)*

The site is located within a neighborhood of compatible uses and the proposed use is in general conformity with the Land Use Plan, Official Zoning Map, and zoning ordinances of the County. The site design is in full compliance with setback, height, lot coverage, and other zoning requirements for the proposed use.

5) *The proposed use will not exceed the county's ability to provide adequate public facilities including, but not limited to, schools, fire, and rescue, and law enforcement. (Describe what impact that the proposed use will have on county services.)*

The proposed use is anticipated to generate little to no new demand for public school services since the development is a vacation-oriented development. Adequate infrastructure is provided, wastewater treatment and disposal capacity exist on-site and the Southern Outer Banks Water System has committed to serve the facility's water needs. There are no components of the proposed use which will cause an unusual demand on fire, rescue, or law enforcement..The proposed use does not exceed the County's ability to provide adequate public facilities.

Information to any real estate broker or title insurance company retained by either party, and the disclosing party's principals, agents, employees, attorneys, accountants, engineers, surveyors and consultants, and to such other persons whose assistance is reasonably necessary to carry out the transactions contemplated under this Agreement, but only if the disclosing party obtains the agreement of such recipient of the Confidential Information to abide by the provisions of this Section for the benefit of the non-disclosing party. The parties agree and acknowledge that any information required to be provided by one party to the other pursuant to Section 4 of this Agreement ("Deliveries") shall not be deemed to be Confidential Information. Further, any information made public by the disclosing party shall no longer be deemed to be Confidential Information. The provisions of this Section shall survive the Closing and the delivery of the Deed.

13. The Seller shall not be obligated or bound under this Agreement until the Seller's Board of Directors have approved this Agreement.

14. Seller, without incurring any cost or expenses in connection therewith, shall execute any and all reasonable authorizations to permit Buyer to act as "Agent" of the Seller with regard to any applications that may be required by the "Owner" of the Property in connection with the Buyer's plans for development and obtaining permits prior to Closing. Buyer agrees to provide Seller with a copy of all such applications that have been signed by Buyer as agent for Seller, within five (5) days after such application is signed by Buyer.

IN THE EVENT OF A CONFLICT BETWEEN THIS EXHIBIT "A" AND THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY, THIS EXHIBIT "A" SHALL CONTROL.

BUYER:

OM MANAGEMENT GROUP, LLC

BY:_____ Date: September 19, 2008

Prem Gupta, Manager

SELLER:

NATIONAL AUDUBON SOCIETY, INC.

BY: John Flicker Date: September 25, 2008

NAME: John Flicker

TITLE: President

CONSOLIDATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between **EAST CAROLINA BEHAVIORAL HEALTH ("ECBH"); ALBEMARLE MENTAL HEALTH CENTER, DEVELOPMENTAL DISABILITIES and SUBSTANCE ABUSE SERVICES ("AMHC"); CAMDEN COUNTY; CHOWAN COUNTY; HYDE COUNTY; TYRRELL COUNTY; CURRITUCK COUNTY; DARE COUNTY; MARTIN COUNTY; PASQUOTANK COUNTY; PERQUIMANS COUNTY and WASHINGTON COUNTY**;

WITNESSETH:

WHEREAS, ECBH is a Local Management Entity and Political Subdivision of the State of North Carolina, pursuant to N.C.G.S. § 122C-116, with a catchment area which currently includes the counties of Beaufort, Bertie, Craven, Gates, Hertford, Jones, Northampton, Pamlico and Pitt; and

WHEREAS, AMHC is a Local Management Entity and Political Subdivision of the State of North Carolina, pursuant to N.C.G.S. § 122C-116, with a catchment area which currently includes the counties of Camden, Chowan, Hyde, Tyrrell, Currituck, Dare, Martin, Pasquotank, Perquimans and Washington; and

WHEREAS, AMHC failed to provide minimally adequate services within its catchment area and failed in its essential duties and functions enumerated in N.C.G.S. §122C-115.4, which resulted in the North Carolina Department of Health and Human Services ("NCDHHS") assuming control of AMHC's operations, appointing a Caretaker Administrator, establishing a Caretaker Board, and entering into a Management Agreement with ECBH dated July 1, 2009, a copy of which is attached hereto as Exhibit _____; and

WHEREAS, the counties of Camden, Chowan, Hyde, Tyrrell, Currituck, Dare, Martin, Pasquotank, Perquimans and Washington are each a body politic organized and existing under the laws of the State of North Carolina, and each of which is presently part of the catchment area for AMHC; and

WHEREAS, AMHC is dissolving effective 12:00 a.m., July 1, 2010; and

WHEREAS, ECBH and the counties of Camden, Chowan, Hyde, Tyrrell, Currituck, Dare, Martin, Pasquotank, Perquimans and Washington agree for ECBH to, upon the effective date of this Agreement, commence providing Local Management Entity services, and in certain

instances, mental health services, in Camden, Chowan, Hyde, Tyrrell, Currituck, Dare, Martin, Pasquotank, Perquimans and Washington Counties (the "Consolidating Counties") and to include such Consolidating Counties in ECBH's catchment area; and

WHEREAS, the County Commissioners of Beaufort, Bertie, Craven, Gates, Hertford, Jones, Northampton, Pamlico and Pitt Counties, the Counties presently in ECBH's catchment area, have expressed their approval for the Consolidating Counties to also be included in ECBH's catchment area upon the effective date of this Agreement, and each county has adopted a resolution approving this consolidation;

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth herein, the parties do covenant and agree as follows:

1. **Purpose.** The intent of this Agreement is to assure the continuance of high quality, cost-effective mental health, developmental disabilities and substance abuse services to consumers who are citizens of Beaufort, Bertie, Craven, Gates, Hertford, Jones, Northampton, Pamlico and Pitt Counties as well as Camden, Chowan, Hyde, Tyrrell, Currituck, Dare, Martin, Pasquotank, Perquimans and Washington Counties.

2. **AMHC ceasing operations.** Effective 12:00 A.M., July 1, 2010, AMHC shall dissolve and cease providing Local Management Entity services in the Consolidating Counties' catchment area, and shall not have the right, duty, or obligation to enter into contracts or to otherwise bind or obligate such counties, or ECBH. AMHC, by and through its Manager and Caretaker Administrator, shall take whatever action it deems appropriate to effectively cease providing services in the Consolidating Counties on the effective date. AMHC shall, prior to July 1, 2010, take all necessary steps to terminate, dispose of, or resolve all issues relating to any health care plan or retirement plan relating to AMHC employees.

3. **Board of Directors.** Following the effective date of this Agreement, ECBH shall be governed by a Board of Directors comprised of twenty-four (24) members (the "ECBH Board"). Each County within the consolidated catchment area shall appoint one (1) of its County Commissioners to serve on the Board of Directors. Immediately prior to the effective date of this Agreement, there will be five (5) individuals serving on ECBH's Board of Directors who are not County Commissioners and whose terms have not expired. Following the effective date of this Agreement, these five (5) members shall remain on the Board, to serve until their respective terms expire. The nineteen (19) appointed County Commissioners shall thereafter appoint five (5) individuals to fill the vacancies as

they occur, and shall coordinate with ECBH to ensure that the Board of Directors meets the requirements of N.C.G.S. §122C-118.1. ECBH shall make such changes to its Bylaws as shall be necessary to provide for this structure. Each County which is a signatory to this Consolidation Agreement has approved the above manner of appointment of the members of the Board of Directors by Resolution, in accordance with N.C.G.S. §122C-118.1(a).

4. Transfer of Personal Property Assets. A true and accurate list of personal property assets owned by AMHC which will be transferred to ECBH is attached hereto as Exhibit _____ and incorporated herein by reference. All personal property assets set forth on Exhibit _____ shall be transferred to ECBH effective July 1, 2010. If any of the personal property identified on Exhibit _____ requires a title or other document establishing ownership, said title or other document shall be transferred to ECBH on or before July 1, 2010. The consideration for the transfer shall be One Dollar ($1.00) and other valuable consideration, including ECBH's agreement to provide Local Management Entity services.

5. Disposition of Real Property.

(a) Four parcels of real property presently owned by AMHC, situate in Camden County (in which AMHC owns a 1/3 interest), Chowan County, Perquimans County and Currituck County, respectively, shall be transferred to ECBH effective July 1, 2010, for utilization in the carrying out of the Local Business Plan (as defined in N.C.G.S. §122C *et seq.*) of ECBH. Approval of ECBH holding title to such real property has been granted by the nineteen (19) counties that will be within the ECBH catchment area. Copies of the proposed Deeds to such real properties are affixed hereto as Exhibits _____ and incorporated herein by reference. The consideration for the transfer shall be One Dollar ($1.00) and other valuable consideration, including ECBH's agreement to provide Local Management Entity services to the consolidating counties.

(b) _____ parcels of real property owned by _____, _____ and _____ County shall be leased to ECBH effective July 1, 2010, for utilization in the carrying out of the Local Business Plan of ECBH. Copies of the proposed leases of such real property are affixed hereto as Exhibits _____ and _____. The consideration for such leases is the mutual premises contained in said leases and the provisions of Local Management Entity services by ECBH in _____ and _____ Counties.

6. General Liability Insurance. AMHC shall maintain its liability and hazard

insurance coverage related to their Local Management Entity and mental health services operations and assets in the ordinary course of business through 12:00 AM on July 1, 2010. Effective at 12:00 AM on July 1, 2010, ECBH shall have in place liability and hazard insurance to cover and include all personal and real property transferred to ECBH in connection with this Agreement. In addition, ECBH shall have in effect a general liability policy which shall include coverage for, *inter alia,* bodily injury and property damage caused by its employees, including any new employees as referenced in paragraph 7 below. Effective July 1, 2010, ECBH shall also have in place workers' compensation insurance, which shall include any new employees referenced in paragraph 7 below, and any and all other insurance maintained in the ordinary course of ECBH's operations.

7. **Directors' and Officers' Insurance.** Effective July 1, 2010, the ECBH Board, as reflected in Section 3 above, will be covered under ECBH's Directors' and Officers' insurance policy.

8. **Former AMHC or Tideland Employees.** In or about the 17th day of Spetember, 2007, AMHC and Tideland Mental Health Center ("Tideland") entered into a Postretirement Health Plan Agreement, which is attached hereto as Exhibit _____. AMHC is in the possession of a fund balance reserved for the purposes set forth in said Exhibit ____, (the "Retirement Fund Balance") for the benefit of those individuals so identified. It is understood and agreed that the Retirement Fund Balance shall be transferred by AMHC to the Consolidating Counties, effective July 1, 2010, and the Consolidating Counties shall provide to the employees identified in Exhibit A of said Postretirement Agreement post-retirement health insurance benefits pursuant to said Postretirement Agreement. ECBH shall have no duty or obligation to continue any health-care plan, retirement plan, or any other benefit to which the employee was entitled as an employee of AMHC or Tideland. ECBH will have no administrative or fiduciary duty for any health or retirement plans in which any AMHC or Tideland employee participated prior to July 1, 2010, or with regards to the Retirement Fund Balance.

9. **No transfer of liability.** Nothing contained in this Agreement shall constitute a transfer or assignment of any liability from any party to another party unless otherwise expressly stated herein.

10. **Unreserved Fund Balances.** On the effective date of this Agreement, July 1, 2010, AMHC, by and through the Consolidating Counties, shall transfer to ECBH AMHC's entire unreserved fund balance. Said unreserved fund balance shall be determined after NCDHHS forgiveness of designated AMHC debts, identified on Exhibit _____. ECBH, in the exercise of its business judgment, may reserve up to ten percent (10%) of the presently unreserved fund balance as

of June 30, 2010, for payment of payables and liabilities arising out of operations prior to July 1, 2010 ("Payables Reserve"). On August 31, 2010, any amounts remaining from such Payables Reserve shall be transferred by ECBH into its unreserved fund balance.

11. Liabilities/Indemnification.

(a) **Consolidating County Indemnification.** Any liability of the Consolidating Counties or AMHC arising prior to this Agreement, existing at the time of this Agreement, or coming into existence after the effective date of July 1, 2010, and arising out of omissions or acts prior to July 1, 2010 (the "AMHC Liabilities") that are not covered by applicable insurance coverage shall remain the sole responsibility of said respective Consolidating Counties, AMHC, or AMHC's Caretaker Administrator or Caretaker Board, as the case may be. The Consolidating Counties hereby indemnify and hold harmless ECBH and its officers, directors and employees from any loss, claim, damage or expense, including attorneys' fees, arising out of the AMHC Liabilities. This potential liability specifically includes, but is not limited to, the acts or omissions of AMHC's directors or officers, the Consolidating Counties' commissioners, or any of their employees or contractors, or the acts or omissions of ECBH, its employees and contractors, in its capacity as Manager for AMHC. Provided, however, this indemnification shall not impact any dispute or defense as to the validity of the liability with any third party or limit any immunity available as a defense against the third party. It is not the intent of any Consolidating County or AMHC or ECBH, or the Counties within ECBH's catchment area to contract away or waive its sovereign immunity by entering into this Agreement with respect to claims made by third parties.

(b) **ECBH Indemnification.** Any liability of ECBH coming into existence after the effective date of this Agreement for acts rendered or omissions of ECBH in its operations on and after July 1, 2010 (the "ECBH Liabilities") shall remain the responsibility of ECBH and, to the extent required by state and federal law, and the regulations promulgated thereunder, of the nineteen (19) counties in its catchment area, and not of AMHC, which Authority shall be dissolving hereafter. This potential liability specifically includes, but is not limited to, the acts or omissions of ECBH's directors, officers, employees or contractors.

12. **Covenant of ECBH.** ECBH agrees to use its best efforts to provide delivery of high quality Local Management Entity services to residents of the Consolidating Counties, and the existing ECBH catchment areas, within existing finances. ECBH is committed to the implementation of its

Local Business Plan (LBP), as amended, which was prepared with the input of all consolidating entities, and its State/Local Management Entity Performance Contract with the State of North Carolina, within the Consolidating Counties and its existing catchment area. ECBH's ability to implement its LBP is conditional to its finances and direction from NCDHHS.

13. **Pending Litigation and Claims.** AMHC and each of the Consolidating Counties, respectively and specifically affirm and warrant that there are no pending litigation matters or claims, or potential claims or suits against them or their operations, or their successors or assigns, which would affect the terms of this Agreement or impair the ability of ECBH to provide local management entity services, or related services if necessary, in the Consolidating Counties' catchment area, with the exception of those matters, claims or suits expressly listed in Exhibit ____ attached hereto.

14. **Financial Disclosure.** AMHC and each Consolidating County hereby covenant and agree that they have provided to ECBH all requested financial information concerning the operation of AMHC and further acknowledge and agree that ECBH has relied upon said information in agreeing to accept this Agreement. AMHC and the Consolidating Counties represent that the financial information provided to ECBH by them, respectively, in this regard is complete and accurate, and does not contain any material misrepresentations, and does not omit any material information concerning their respective financial status.

15. **Employment Practices.** To the best of their reasonable knowledge and belief, all parties are presently in compliance with all federal, state and local laws and regulations with respect to employment and employment practices, terms and conditions of employment, wages and hours.

16. **Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a future waiver of the term or deprive that party of its right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing, and no waiver of any breach of any provision of Agreement shall constitute a waiver of any other breach of such provision or of any other provision thereof.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as of the date hereof with respect to the subject matter hereof and cannot be amended or terminated orally. All prior agreements, understandings, representations and statements, whether oral or written, are merged into this Agreement.

18. **Severability.** The parties agree that if any provision of this Agreement, or portion thereof, shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for

any reason, such determination shall be confined to the operation of the provision at issue and shall not affect or invalidate any other provision of this Agreement, and such court shall be empowered to substitute, to the extent enforceable, provisions similar thereto or other provisions so as to provide to the fullest extent permitted by applicable law the benefits intended by such provisions.

19. **Section Headings.** Section headings contained in this Agreement are included for convenience only and do not define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

20. **Applicable Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina.

21. **Execution.** The parties agree to execute all documents, instruments or further assurances as may be necessary or required to effectuate and complete all transactions contemplated by this Agreement.

22. **Multiple Originals.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and it shall not be necessary to make any proof of this Agreement to produce or account for more than one such counterpart.

23. **Survival.** Survival of the representations, warranties and indemnifications made by any party to this Agreement shall survive the Agreement of the parties. The representations, warranties and indemnifications hereunder shall not be affected or diminished by any investigation at any time by or on behalf of the party for whose benefit the warranties and representations were made. For purposes of this paragraph, the contract shall be construed as a continuing contract so as to bind future boards to the extent permitted by law.

24. **Effective Date.** The effective date of the Agreement will be the latter of approval of all signatories, the effective date of appropriations for funding or July 1, 2010.

This document is being pre-audited in the manner required by the local government Budget and Fiscal Control Act.

ALBEMARLE MENTAL HEALTH CENTER
DEVELOPMENTAL DISABILITIES, SUBSTANCE
ABUSE SERVICES,

By:_____

Title: Leza Wainwright, Caretaker Administrator

For AMHC

EAST CAROLINA BEHAVIORAL HEALTH

By:_____

Title: Roy P. Wilson, CEO

BERTIE COUNTY

BY:_____

TITLE:_____

CRAVEN COUNTY

BY:_____

TITLE:_____

GATES COUNTY

BY:_____

TITLE:_____

HERTFORD COUNTY

BY:_____

TITLE:_____

JONES COUNTY

BY:_____

TITLE:_____

NORTHAMPTON COUNTY

BY:_____

TITLE:_____

PAMLICO COUNTY

BY:_____

TITLE:_____

BEAUFORT COUNTY

BY:_____

TITLE:_____

PITT COUNTY

BY:_____

TITLE:_____

TYRRELL COUNTY

BY:_____

TITLE:_____

CURRITUCK COUNTY

BY:_____

TITLE:_____

DARE COUNTY

BY:_____

TITLE:_____

MARTIN COUNTY

BY:_____

TITLE:_____

PERQUIMANS COUNTY

BY:_____

TITLE:_____

WASHINGTON COUNTY

BY:_____

TITLE:_____

CAMDEN COUNTY

BY:_____

TITLE:_____

CHOWAN COUNTY

BY:_____

TITLE:_____

HYDE COUNTY

BY:_____

TITLE:_____

PASQUOTANK COUNTY

BY:_____

TITLE:_____

RESOLUTION REGARDING THE COMPOSITION OF THE
BOARD OF DIRECTORS FOR EAST CAROLINA BEHAVIORAL HEALTH

WHEREAS, Albemarle Mental Health Center, Developmental Disabilities, Substance Abuse Services ("AMHC"), is a Local Management Entity as that term is defined by N.C.G.S. § 122C *et. seq.*, serving a catchment area comprised of the Counties of Camden, Chowan, Hyde, Pasquotank, Tyrrell, Currituck, Dare, Martin, Perquimans, and Washington; and

WHEREAS, AMHC shall dissolve effective July 1, 2010 and the counties within its catchment area shall consolidate with East Carolina Behavioral Health ("ECBH") a Local Management Entity as that term is defined by N.C.G.S. § 122C *et. seq.*, serving a catchment area comprised of the Counties of Beaufort, Bertie, Craven, Gates, Hertford, Jones, Northampton, Pamlico and Pitt; and

WHEREAS, ECBH is required to have an Area Board comprised pursuant to N.C.G.S. §122C-118.1 and has determined that its Board shall be comprised of twenty-four (24) members, consisting of one (1) County Commissioner from each County within ECBH's catchment area and five (5) additional members appointed by the above nineteen (19) County Commissioners;

BE IT RESOLVED, that _____ County shall appoint one (1) County Commissioner as a member of the ECBH Area Board.

BE IT RESOLVED FURTHER that the _____ County Commissioners shall coordinate with ECBH and the other County Commissioners within ECBH's catchment area to ensure that the Area Board appointments are in accordance with N.C.G.S. §122C-118.1; specifically, that the appointments take into account sufficient citizen participation, representation of the disability groups, and equitable representation of participating counties and that the Area Board includes two (2) individuals with financial expertise, an individual with expertise in management or business, and an individual representing the interests of children.

This the _____ day of _____, 2010.

_____(Seal)
_____
_____ Secretary for
_____ County

RESOLUTION REGARDING CONSOLIDATION
WITH ADDITIONAL COUNTIES AND
THE ACQUISITION OF REAL PROPERTY
BY EAST CAROLINA BEHAVIORAL HEALTH

WHEREAS, Albemarle Mental Health Center, Developmental Disabilities, Substance Abuse Services ("AMHC"), is a Local Management Entity as that term is defined by N.C.G.S. § 122C *et. seq.*, serving a catchment area comprised of the Counties of Camden, Chowan, Hyde, Pasquotank, Tyrell, Currituck, Dare, Martin, Perquimans, and Washington; and

WHEREAS, AMHC shall dissolve effective July 1, 2010 and the counties within its catchment area propose to consolidate with East Carolina Behavioral Health ("ECBH") a Local Management Entity as that term is defined by N.C.G.S. § 122C *et. seq.*, serving a catchment area comprised of the Counties of Beaufort, Bertie, Craven, Gates, Hertford, Jones, Northampton, Pamlico and Pitt; and

WHEREAS, AMHC proposes to transfer its interest in four (4) parcels of real property, situate in Camden County, Chowan County, Perquimans County and Currituck County, to ECBH in consideration of the terms of the consolidation. The parcels of real property are more particularly described on Exhibit "A" affixed hereto and incorporated by reference;

BE IT RESOLVED, pursuant to N.C.G.S. §122C-115 & 115.3, the counties within AMHC's catchment area may consolidate with ECBH, creating a catchment area consisting of nineteen (19) counties.

BE IT RESOLVED FURTHER that pursuant to N.C.G.S. §122C-147(c), ECBH be, and hereby is, authorized to accept and hold title to AMHC's interest in that certain real property more particularly described on Exhibit "A" affixed hereto and incorporated herein by reference.

This the _____ day of _____, 2010.

_____(Seal)

_____

_____ Secretary for

_____ County

east carolina behavioral health

East Carolina Behavioral Health

serving...Beaufort, Bertie, Craven, Gates, Hertford, Jones, Northampton, Pamlico, & Pitt counties

MEMORANDUM

From: Roy Wilson, CEO/Area Director, East Carolina Behavioral Health RW
To: AMHC Boards of County Commissioners
Date: April 14, 2010
Re: Appointments to the ECBH Area Board

First of all, I take this opportunity to thank you for your investment in East Carolina Behavioral Health through your decision to join with all of the Counties which are currently members of the East Carolina Behavioral Health LME. Your commitment to all of our citizens and families, who experience the pain and difficulties resulting from Developmental Disabilities, Substance Abuse and/or Mental Illness, will give each of our communities more and better opportunities for increased wellness.

We are seeking equitable membership on the ECBH Area Board for each member county. We would also like to keep the size of the Area Board reasonable (19 members). The Area Board of ECBH would like to be comprised of one member from each County. In order to meet current legislation, the Area Board asks that your Board of County Commissioners appoint one of your Commissioners to the ECBH Area Board. In making these appointments, please keep in mind the requirements of the N.C General Statutes that there must be Area Board Members representing the needs of children (1), expertise in finance (2), and management or business (1). This means that all of the Member Counties need to coordinate with each other to assure that each of these categories is filled by a Commissioner appointed to the Area Board. You may also want to rotate the required categories among all of our Counties on a three year rotation. The specifics of how to do this will be a recommendation that will come from each of you after your Boards of Commissioners have officially decided to join ECBH. ECBH Management will work with each BOC to facilitate the categorical requirements for membership are met.

We are planning an Area Board Retreat on May 26, 2010, and would appreciate it if your Commissioner appointment could be made prior to May 10, 2010, in order to complete arrangements for the retreat, set up meeting dates and times and for orientation prior to our first merged Area Board meeting.

Thank you and we look forward to a long, productive relationship working together to meet the MH/DD/SA needs of all of our fellow citizens.

PO Box 1636
405 Middle Street
New Bern, North Carolina 28563 • 252-636-1510
Fax 252-633-1237

GAME COMMISSION
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Mike Cason	**4th term** District 1			6/1/2008	6/1/2010
Janet Ross	**4th term** District 2			5/19/2008	6/1/2010
Larry Beasley	**1st term** District 3			5/19/2008	6/1/2010
Paul Bradley	District 4			7/6/2009	6/1/2011
Charles Eley	District 5			7/6/2009	6/1/2011
Clay Cartwright	At-Large			7/6/2009	6/1/2011
Jimmy Market	At-Large			7/6/2009	6/1/2011

*** Term expires**
**** New appointment**

Currituck

APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 1-11-10

Name: Cecil R. Owens Jr

Address: 3240 Caratoke Hwy
Currituck N.C. 27929

Phone: (252) 232-6567

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

____ ABC Board
____ Agricultural Advisory Board
____ Airport Advisory Authority
____ Board of Adjustment
____ Economic Development Board
✓ Game Commission
____ Jury Commission
____ Land Transfer Tax Appeals Board
____ Library Board
____ Nursing Home Advisory Committee
____ Planning Board
____ Senior Citizens Advisory Board
____ Social Services Board
____ Recreation Advisory Board
____ Whalehead Preservation Trust
____ Workforce Development Board

Qualifications and reasons you would like to serve:

Better Serve Duck and waterfowl Hunters County wide

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929

Currituck

APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 2-22-07

Name: MICHAEL FLOYD MCCARTER

Address: PO Box 862 GRANDY NC 27939

125 EDGEWATER DR. GRANDY NC 27939

Phone: 252-207-6858

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

____ ABC Board
____ Agricultural Advisory Board
____ Airport Advisory Authority
____ Board of Adjustment
____ Economic Development Board
✓ Game Commission
____ Jury Commission
____ Land Transfer Tax Appeals Board
____ Library Board
____ Nursing Home Advisory Committee
____ Planning Board
____ Senior Citizens Advisory Board
____ Social Services Board
____ Recreation Advisory Board
____ Whalehead Preservation Trust
____ Workforce Development Board

Qualifications and reasons you would like to serve:

THE MAN IN MY DIST. HAS BEEN ON THE BOARD MORE THAN 2 YRS. AND I WOULD LIKE TO HAVE A CHANCE TO SERVE

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929

APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: FEB 3, 2009

Name: Willie A. Austin JR.

Address: 142 Rowland Creek Road
Moyock NC 27958

Phone: (252) 619-5168

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

____ ABC Board
____ Agricultural Advisory Board
____ Airport Advisory Authority
____ Board of Adjustment
____ Economic Development Board
✓ Game Commission
____ Jury Commission
____ Land Transfer Tax Appeals Board
____ Library Board
____ Nursing Home Advisory Committee
____ Planning Board
____ Recreation Advisory Board
____ Senior Citizens Advisory Board
____ Social Services Board
____ Tourism Advisory Board
____ Whalehead Preservation Trust
____ Workforce Development Board

Qualifications and reasons you would like to serve:

life long Hunter in Currituck.
Interest in providing Hunting Rights
as well as Wildlife preservation in Currituck

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929

Revised 12/13/2006

Currituck
COUNTY

APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 3-1-10

Name: Stuart Innes

Address: P.O. Box 116, Barco, NC 27917

136 Pat's Way

Phone: (252) 453-4300 / (252) 619-6919

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

____ ABC Board
____ Agricultural Advisory Board
✓ Airport Advisory Authority
✓ Board of Adjustment
✓ Economic Development Board
✓ Game Commission
✓ Jury Commission
✓ Land Transfer Tax Appeals Board
____ Library Board
____ Nursing Home Advisory Committee
✓ Planning Board *
____ Recreation Advisory Board
____ Senior Citizens Advisory Board
____ Social Services Board
____ Tourism Advisory Board
____ Whalehead Preservation Trust
____ Workforce Development Board

Qualifications and reasons you would like to serve:
Have been an active small business owner in Currituck, property owner, tax payer. Bachelor of Science in Criminal Justice and Juris Doctorate (Law). Want to be involved in County Policy and Government. Planning Board is my first choice.

Thank you!!

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929

Revised 12/13/2006

NORTH CAROLINA
ASSOCIATION OF COUNTY COMMISSIONERS

INTERLOCAL AGREEMENT FOR A GROUP SELF-INSURANCE FUND FOR RISK SHARING OR GROUP PURCHASE OF COVERAGE

This Agreement is made and entered into by and between all the parties who join together to become Members of the North Carolina Association of County Commissioners Risk Management Agency (hereinafter referred to as the "Risk Pool"). The Risk Pool acts by and through its Board of Trustees as provided herein and as provided within the Bylaws of the Risk Pool. The Risk Pool encompasses the North Carolina Association of County Commissioners Joint Risk Management Agency Workers' Compensation Fund (hereinafter referred to as the "Workers' Compensation Pool"); the North Carolina Association of County Commissioners North Carolina Counties Liability And Property Joint Risk Management Agency (hereinafter referred to as the "Liability and Property Pool"); and the North Carolina Association of County Commissioners Health Insurance Trust (hereinafter referred to as the "Group Benefits Pool"; all three are referred to collectively as "Pools").

ARTICLE I. PURPOSE

1. To carry out the desire of certain counties and governmental entities of the State of North Carolina to create and become the Risk Pool, and to enable these counties to pool the retention of their risks, liabilities or payments, or for the group purchase of coverage, pursuant to the provisions of North Carolina General Statutes 153A-92(d), 153A-445(a)(1) and 160A-460 through 160A-466.

2. To be governed and directed through the efforts of the Risk Pool Board of Trustees, as described in the Bylaws of the Risk Pool, which are incorporated by reference into this Agreement.

3. To provide for the discharge, from the assets of the Risk Pool, from funds collected from Members, and through excess or other insurance purchased by the Risk Pool, in accordance with the terms and scope of the contracts of coverage and as determined by the participation of the individual Members of the Risk Pool, of any: a) insurance premiums; b) covered property losses incurred; c) lawful liability claims against any member of the Liability and Property Pool in which awards have been sustained by final judgment or by the rules of the Risk Pool if settlement is made; d) claims for health benefits covered by the plan for members of the Group Benefits Pool and e) lawful workers' compensation claims against members of the Workers' Compensation Pool, when awards have been sustained by final judgment or by the rules of the Risk Pool if settlement is made.

4. To provide for payment by Members of the Risk Pool of contributions based upon appropriate classifications, rates, experience modifications, or other methodologies, out of a portion of which the Risk Pool will establish and maintain a fund for the payment of covered claims, losses and the administrative costs of operating the Risk Pool.

ARTICLE II. EFFECTIVE DATE, DURATION AND MEMBERSHIP

Any qualifying county or governmental unit that formally applies for membership in the Risk Pool will be admitted and become a Member. This Agreement is effective as of the date the Resolution adopting this Agreement is executed, and the membership application and fully executed Resolution are incorporated by reference into this Agreement. This Agreement replaces all prior Interlocal Agreements and Participation Agreements, is effective from year to year, and shall remain in force unless terminated in writing by the Risk Pool, the Member, or the Board of Trustees as specified herein.

Risk Pool Members may join the Workers' Compensation Pool, Liability and Property Pool and the Group Benefits Pool, or may elect to only join one or two of these offered Pools. Members shall designate the membership election on the Resolution and provide a new, fully executed Resolution if individual Pool membership changes.

Under the plans offered by the Risk Pool, a Member's coverage will be automatically renewed on the termination date of the coverage regardless of whether payment for the subsequent coverage period has been received by the Risk Pool. The continuation of coverage will be pursuant to the same terms and conditions as the expiring coverage and as set forth in this Agreement. Each renewal shall be subject to a recalculation of contributions by the Risk Pool.

ARTICLE III. TERMS AND CONDITIONS

1. The coverage terms, deductibles, conditions, limits of liability, exclusions, exceptions, agreements, requirements for cooperation of Members, subrogation and other terms of membership shall be governed primarily by the Coverage Documents and secondarily by the Member Guide distributed to the Members.

2. Accurate information is necessary to determine the Group Benefits contribution, including the number of employees, dependents to be covered and the claims experience of the individuals subject to coverage. The Member must provide accurate information as requested within thirty (30) days of the date of the request. If accurate information has not been provided, the Risk Pool has the discretion to adjust the contribution amount accordingly.

3. A Member may be eligible for a multi-pool discount if the Member is a member of two (2) or more Pools. Any Member that has outstanding contributions due to the Risk Pool from the most recent fully completed fiscal year will have their multi-pool discount adjusted by the amount of those outstanding contributions.

4. Changes in funding types, rates and plan specifications will occur only on the Member's renewal date and will remain in effect for the coverage period. However, the Risk Pool reserves the right to make adjustments to the Member's contribution and/or the plan specifications if a material, substantive amendment or modification to the Group Benefits coverage is instituted. It is the responsibility of the Risk Pool to provide notice to the Member sixty (60) days prior to any such contribution change, amendment or modification.

5. Contributions are due on or before the 1st day of each month. If a Member fails to remit the required contribution, the Risk Pool may suspend the payment of the Member's claims in

accordance with the Payment Policy adopted by the Board of Trustees. In the event of termination of this Agreement, the Member remains responsible for any contributions payable up to and including the date of termination.

6. All claims for employees and authorized individuals are required to be timely reported to the Claims Administrator. Failure to do so may result in the claim not being reimbursed. Group Benefits claims submitted later than twelve (12) months following the date of termination shall not be paid.

7. The Member shall cooperate with the Risk Pool concerning settlement efforts, litigation or anticipated litigation of any claim. If a claim is made, a lawsuit is filed or court notices are received by a Member or its representative that may fall within the scope of Risk Pool coverage, the Member shall immediately forward to the Risk Pool every document received. Pursuant to the Risk Pool's request and payment by the Risk Pool of reasonable expenses, the Member shall attend hearings, trials and other proceedings if requested and will assist in effecting settlements, in securing and providing evidence, in attaining the attendance of witnesses and in fully cooperating with the Risk Pool and its designee with regard to the defense of the claim.

8. No Member shall make voluntary and direct payment of a claim or a claims-related expense without the prior approval of the Board of Trustees or its designee. Any Member making a voluntary payment or entering into an agreement to pay without approval will be responsible for the claim and any expenses paid or committed, including the cost of a legal defense.

9. The Risk Pool may use and disclose the Personal Health Information of individuals subject to this coverage only in compliance with the HIPAA Privacy Rule and other applicable provisions.

10. This Agreement and coverage with Pool(s) may be canceled by the Risk Pool on the renewal date after providing written notice by certified mail, return receipt requested, to the Member at least sixty (60) days prior to the renewal date. The Risk Pool may also cancel this Agreement and/or the coverage provided at any time pursuant to the following: (a) after giving ten (10) days written notice to the Member in accordance with the terms of the Payment Policy adopted by the Board of Trustees; (b) if the Member reorganizes or dissolves; or (c) if the Member fails to initiate and administer any reasonable loss prevention recommendation submitted by the Risk Pool to the Member.

11. The Member may cancel this Agreement or membership in an individual Pool without penalty on the renewal date of coverage if it provides written, advance notice to the Risk Pool at least sixty (60) days prior to the coverage renewal date. If notice of termination to the Risk Pool is provided less than sixty (60) days before the Member's renewal date, but prior to the renewal effective date, ten percent (10%) of the annual estimated renewal contribution must be paid by the Member. If notice to the Risk Pool is provided after the renewal date, the total annual estimated renewal contribution must be paid by the Member. The Member may file an Appeal with the Board of Trustees, pursuant to Paragraph 12 of this Article, requesting that this Agreement be terminated as to Group Benefits Pool membership at a time other than the renewal date when a substantive amendment or modification to the Group Benefits coverage is instituted.

12. The Member shall have the right to file an Appeal concerning any action taken or decision made by the Risk Pool in accordance with the Appeals Procedures adopted by the Risk Pool, by requesting review by the Risk Pool's Board of Trustees, whose decision will be final. Any Appeal

shall be submitted in writing to the Director of Risk Management Services within thirty (30) days of the challenged decision or action.

13. In the interest of providing effective governance, the Member, or at least one of its budgetary contributors, must be a member of the North Carolina Association of County Commissioners (hereinafter "Association").

14. The Association is designated as the Administrator of the Risk Pool unless otherwise designated by the Board of Trustees. As detailed further in the Service Agreement between the Risk Pool and Association, the Administrator supervises all other service contractor(s), deposits all contributions as collected to the bank account(s) designated by the Board of Trustees, and disburses monies as provided by the policies, rules, regulations and Bylaws of the Board of Trustees, and in compliance with the Service Agreement(s) executed with the service contractor(s).

15. In its discretion, the Board of Trustees shall determine and may modify the timing of payments made by Members and the amount of Member contributions to maintain the soundness and financial security of the Risk Pool.

16. A certified public accounting firm shall audit the Risk Pool annually and report to the Board of Trustees as detailed in the Bylaws. The Risk Pool retains the right to audit and review a Member's financial and business records relevant to the subject matter of this Agreement or any dispute regarding this Agreement.

17. Notice: Any written notice to the Risk Pool shall be made by first class mail, postage prepaid, and delivered to the Director of Risk Management Services, North Carolina Association of County Commissioners, 215 N. Dawson Street, Raleigh, NC 27603.

ARTICLE IV. AMENDMENTS

The Board of Trustees is authorized to make any changes or amendments to this Agreement that would not fundamentally alter the substance of the contemplated Agreement. This Agreement may be substantively amended after adoption of this Agreement by the Members by either 1) approval of the specific amendment by the Board of Trustees and approval in writing by a simple majority of the Members, or 2) approval of the Board of Trustees of a revised Agreement and subsequent presentation to Members for execution of a new Resolution during the renewal period.

ARTICLE V. SEVERABILITY AND CHOICE OF LAW

This Agreement shall be governed by the laws of the State of North Carolina. The Members and the Risk Pool agree that in the event there is a disagreement between them regarding this Agreement, or its terms, any legal action shall be filed in the General Court of Justice, Superior Court Division, Wake County, North Carolina. The Members and the Risk Pool agree that the terms of this Agreement are contractual and not a mere recital, and that its provisions are severable in nature such that if any particular provision is stricken by a Court of competent jurisdiction, no other provision will be affected.

IN WITNESS WHEREOF, the undersigned signify their acceptance of this Agreement by executing this Resolution by action of the Board of Commissioners or other Governing Board:

RESOLUTION TO ADOPT THE INTERLOCAL AGREEMENT AND TO JOIN THE NCACC RISK MANAGEMENT POOL

WHEREAS, _____ (County or local government agency) desires to pool the retention of their risks, liabilities and/or payments, or for the group purchase of coverage, and has completed a Pre-Audit Certification in compliance with N.C.G.S. § 159-28; and

WHEREAS, the North Carolina Counties Risk Management Agency d.b.a. NCACC Risk Management Pools (hereafter called the "Risk Pool"), has been established pursuant to G.S. §153A-445 (a)(1) and G.S. §160-A-460 through §160A-464; and

WHEREAS, it is desirable for _____ (County or local government agency) to join the Risk Pool to obtain the opportunity for risk sharing and/or group purchase of coverage;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners or Governing Board of _____ (County or local government agency) hereby adopts the foregoing Interlocal Agreement and hereby joins and agrees to participate in the Risk Pool as indicated:

☐ North Carolina Counties Liability and Property Joint Risk Management Agency d.b.a. NCACC Liability and Property Pool

☐ North Carolina Workers' Compensation Joint Risk Management Agency d.b.a. NCACC Workers' Compensation Pool

☐ Health Insurance Trust d/b/a NCACC Group Benefits Pool

BE IT FURTHER RESOLVED that _____ (authorized county or entity official) is duly authorized to execute the application to join the Risk Pool and hereby executes the Agreement on behalf of _____ (County or local government agency) .

Witnessed wherefore, this the _____ day of _____, 20__.

Attest: _____ _____

NORTH CAROLINA
_____ COUNTY

Personally appearing before me this _____ day of _____, 20__, _____, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for the purposes and considerations therein and herein expressed.

My Commission expires:
_____

_____
Notary Public

Pre-Audit Certification Pursuant to N.C.G.S. § 159-28

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

_____
Finance Officer or Deputy Finance Officer

NORTH CAROLINA
_____ COUNTY

Personally appearing before me this _____ day of _____, 20__, the Finance Officer or Deputy Finance Officer, _____, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for the purposes and considerations therein and herein expressed.

My Commission expires:
_____

_____
Notary Public

COUNTY OF CURRITUCK

Currituck County Employee Health and Fitness Day

Proclamation

WHEREAS, Currituck County Government is concerned about the health of its employees; and

WHEREAS, May 21, 2010, is designated Currituck County Employee Health and Fitness Day; and

WHEREAS, heart disease and cancer are the two leading causes of death in Currituck and are largely affected by what we eat and how physically active we are; and

WHEREAS, employers with highly effective health and productivity management programs have cost increases that are: 5 times lower for sick leave; 4.5 times lower for long-term disability; 4 times lower for short-term disability; and 3.5 times lower for general health care coverage.

WHEREAS, regular physical activity has curative and protective health benefits and can improve the quality of life for everyone; and

WHEREAS, a healthier populace means long-term cost savings for our county government; and

WHEREAS, County government shall encourage more physical activity opportunities for their employees; and

WHEREAS, County employees are becoming more aware of the need to eat smart and move more to improve their quality of life and reduce health care costs; and

WHEREAS, more fitness and nutrition educational programs shall be offered to county employees that support and encourage physical activity, healthy eating and worksite wellness;

NOW, THEREFORE, the Currituck Board of Commissioners hereby proclaims May 21, 2010, as Currituck County Employee Health & Fitness Day.

This the 17th day of May, 2010.

S. Paul O'Neal
Chairman

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

CURRITUCK COUNTY
NORTH CAROLINA
May 3, 2010

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 O'Neal, Commissioners Etheridge, Gregory, Rorer, Nelms, Aydlett and Taylor.

Invocation Pledge of Allegiance

Mr. Walter Gallop was present to give the invocation.

Approval of Agenda

Commissioner Aydlett moved to amend the agenda by adding 2 budget amendments and approval to waive tipping fees for Gregg Barco. Commissioner Gregory seconded the motion. Motion carried.

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 **Proclamation - National Day of Prayer**

Item 4 **Public Hearing and Action:** PB 10-08 Tres Beau, Ltd. d/b/a Back Country Outfitters & Segway of the Outer Banks: Request for a special use permit for an outdoor tour operator located at 102-A Austin Street, Tax Map 115B, Parcel 2P2B, Poplar Branch Township.

Item 5 **Public Hearing and Action:** PB 10-11 Tres Beau, Ltd.: Request for a special use permit for a private outdoor recreational facility located at Wild Horse Lane, Wild Horse Estates II, Tax Map 99D, Parcel OPAR, Poplar Branch Township.

Item 6 **Public Hearing and Action** to approve a resolution allowing the dissolution of Albemarle Mental Health Center and Development Disabilities and Substance Abuse Services as an area mental health authority

Item 7 **Consideration of an Ordinance amending Section 8-34 and Section 8-35 of the Code or Ordinances to provide for licensure consistency with County Ordinances**

Item 8 **Approval of July 4th Fireworks Display**

Item 9 **Appointment to Whalehead Stormwater Drainage Service District**

Item 10 **Consent Agenda:**

1. Approval of April 19, 2010, Minutes
2. Budget Amendments
3. Revised JCPC funding plan to transfer SOS assets to Restitution

4. Division of Mental Health, Development, Disability and Substance abuse quarterly fiscal monitoring report
5. Resolution General Surplus and Vehicle Surplus property and Auction to be held May 15, 2010
6. **Approval of waiving tipping fees for Gregg Barco**

Item 11 Commissioner's Report

Item 12 County Manager's Report

Adjourn

Public Comment

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

Chairman O'Neal opened the public comment period.

Robert Brown, owner of Mermaids Club, stated that he has an appeal before the Board of Adjustment and this ordinance was an attempt to shut down his business.

Commissioner Nelms thanked DOT for completing the paving on Poplar Branch Road. He also mentioned the unauthorized use of the soccer fields at Jarvisburg School where there was a stabbing incident.

Chairman O'Neal directed staff to send a letter to WRC about the sign that has been moved in the Indian Town Creek waterway. This sign has been in the same place for 50 years.

There being no further comments, Chairman O'Neal closed the public comment period.

Proclamation – National Day of Prayer

Commissioner Nelms moved to adopt the proclamation. Commissioner Etheridge seconded the motion. Motion carried.

PROCLAMATION
NATIONAL DAY OF PRAYER
May 6, 2010

WHEREAS, National Days of Prayer have been part of our country's heritage since the first one was declared by the Continental Congress in 1775; and

WHEREAS, leaders of our Nation have relied upon the power of prayer throughout American history; and

WHEREAS, May 6, 2010, marks the 59th consecutive observance of National Day of Prayer, as mandated by both Houses of Congress and by our President in Public Law 100-307; and May 6, 2010, has been set aside as our National Day of Prayer; and

WHEREAS, it is good that we acknowledge that we are all God's handiwork and that it is appropriate to call upon Him in prayer; and

WHEREAS, National Day of Prayer's theme is "PRAYER...FOR SUCH A TIME AS THIS" and the scripture is "The Lord is good, a refuge in times of trouble. He cares for those who trust in Him"— Nahum 1:7; and

WHEREAS, while American troops fight for democracy and freedom around the globe and battle the war on terror, citizens of the United States will gather on May 6, 2010, to worship and pray for the American troops, our nation, churches, families, schools, businesses, media and governmental leaders, asking the Lord to grant them wisdom for the challenges they face on a daily basis;

NOW, THEREFORE, the Board of Commissioners of Currituck County, North Carolina, do hereby proclaim May 6, 2010, as "NATIONAL DAY OF PRAYER" in Currituck, North Carolina, and urge our citizens to join together in their homes, places of work, and places of worship to pray for the unity of the hearts of all mankind and to continue in prayer for our State and our Nation.

Public Hearing and Action: PB 10-08 Tres Beau, Ltd. d/b/a Back Country Outfitters & Segway of the Outer Banks: Request for a special use permit for an outdoor tour operator located at 102-A Austin Street, Tax Map 115B, Parcel 2P2B, Poplar Branch Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning director, reviewed the request.

CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS

MEETING DATE: May 3, 2010
Special Use Permit
PB 10-08 Tres Beau Ltd. d/b/a Back Country Outfitters &
Segway of the Outer Banks

ITEM: **SPECIAL USE PERMIT - OUTDOOR TOUR OPERATOR**

LOCATION: 102-A Austin Street

ZONING DISTRICT: General Business (GB) - PUD Overlay District

TAX ID: 115B0002P2B0000

OWNER: Corolla Light Town Center, LLC
PO Box 1237
Nags Head, NC 27959-1237

APPLICANT: Scott Trabue
Tres Beau, Ltd. d/b/a Back Country Outfitters &
Segway of the Outer Banks
PO Box 1630
Kitty Hawk, NC 27949

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	**Zoning**
NORTH:	Commercial	Zoned GB
SOUTH:	Residential	Zoned RO1
EAST:	Residential	Zoned RO1
WEST:	Residential	Zoned RO1

LAND USE PLAN CLASSIFICATION: The 2006 Land Use Plan classifies the site as **Full Service** within the **Corolla** sub-area.

NARRATIVE:

1. The applicant is requesting a Special Use permit for conducting guided vehicular horse tours, kayak tours and segway tours in the off-road areas of Corolla as well as walking segway tours of the Whalehead Club grounds.

2. All tours and tour vehicles will originate from the Corolla Light Town Center location.

3. The Board of Commissioners adopted an ordinance on September 21, 2009 that established outdoor tour operators as a specific land use. Subsequently, any business operating as a vehicular tour operator with a base operation within the jurisdiction of Currituck County is required to apply for a new special use permit.

4. The Special Use Permit application pertains to the property located at 102-A Austin Street. Associated activities that may occur off-site are subject to the conditions included in the approved Permit.

5. There are several policies in the Currituck County 2006 Land Use Plan that support this type of endeavor. Some are as follows:
   a. POLICY ED1: new and expanding industries and businesses should be especially encouraged that: 1) diversify the local economy, 2) train and utilize a more highly skilled labor force, and 3) are compatible with the environmental quality and natural amenity-based economy of Currituck County.
   b. POLICY HP3: Development of the tourism and educational potential of the area's architectural, historic and cultural resources shall be encouraged.

It appears this request is consistent with the policies and objectives of the Land Use Plan provided care is taken to ensure the outdoor tours are conducted in an environmentally sustainable manner. The Planning Department is particularly encouraged to see a growing emphasis on eco-tourism industries that expose the general public to the natural resources of Currituck County.

QUESTION(S) BEFORE THE BOARD:

<u>Special Use Permit Criteria and Staff Findings:</u>

Special Use Permits are intended to allow the Board of Commissioners flexibility in the administration of the UDO. 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 to minimize any negative effects they might have on surrounding properties.

In order to approve a Special Use Permit, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. COMPLETENESS OF THE APPLICATION
   Suggested Findings:
   a) The application is complete.

2. COMPLIANCE WITH ORDINANCE REQUIREMENTS
   Suggested Findings:
   a) The applicant's proposal will be required to maintain compliance with all UDO requirements and any additional requirements of the Board of Commissioners.

      i. The proposed use **will not** materially endanger the public health or safety for the following reasons:
         Suggested Findings:
         - The parcel has adequate on-site parking and is located in a well established commercial area.

      ii. The proposed use **will not** substantially injure the value of adjoining or abutting property for the following reasons:
         Suggested Findings:
         - The Unified Development Ordinance indicates that outdoor tour operators are a permitted land use with a Special Use Permit in a General Business (GB) zoning district.

      iii. The proposed use **will** be in harmony with the particular neighborhood or area in which it is to be located.
         Suggested Findings:
         - The parcel is located in Corolla Light Town Center which is a well established commercial area and is therefore in keeping with the character of the surrounding area.

      iv. The proposed use **will** be in general conformity with the Land Use Plan, and any other plan officially adopted by the Board of Commissioners.
         Suggested Findings:
         - The 2006 Land Use Plan classifies this site as Full Service in the Corolla Subarea and the

proposed use is in keeping with the policies of the plan.

v. The proposed 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 applicable facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the sketch plan. In the case of subdivision and multi-family development at the sketch plan/special use, preliminary plat or final plat stage, the Board of Commissioners may establish time limits on the number of lots/units available for development to assure adequate public facilities are available.

Suggested Findings:

- Approval of this request should have no impact on public facilities.

STAFF RECOMMENDATION

The proposal appears to meet the criteria for granting a Special Use Permit for the property at 102-A Austin Street and staff recommends **APPROVAL** with the following conditions:

1. The guided horse tours and segway walking tours are approved.
2. The guided kayak and off-road segway tours are approved on condition that a valid Special Use Permit for an Outdoor Recreation Facility is issued for the launch site at Wild Horse Estates (PB10-11).
3. All tours must be guided from Memorial Day to Labor Day. Tag-a-long tours are permitted on condition that the lead vehicle is operated by an employee of the tour company and subsequent vehicles are under the employee's supervision.
4. Tour vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
5. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances. Tours shall also operate in accordance with all State and Federal laws.
6. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces

required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur on-site, additional parking may be required per the Unified Development Ordinance. Currently there is adequate onsite parking.

Use	Parking Requirement	Quantity	Parking Total
Horse Tours	Tour vehicle seating 6 to 10 ppl = 2 parking spaces per vehicle	5	10
Kayak Tours	Tour vehicle seating 6 to 10 ppl = 2 parking spaces per vehicle	1	2
Segway Tours	Tour vehicle seating 1-5 ppl = 1 space per vehicle	1	1
Segway Walking Tour	1 parking space/3ppl	10	3
Employees	1 parking space/2 employees	6	3
		TOTAL Required:	19

7. Vehicles held in reserve in the event of inclement weather or breakdowns may be used as long as the parking requirements and all other conditions of this permit are met. Reserve vehicles must be stored at an approved location.
8. The Board of Commissioners may establish a maximum number of vehicles as part of the special use permit approval process.
9. This special use permit shall be reviewed administratively on an annual basis and a report shall be filed with the Currituck County Board of Commissioners detailing the nature of any complaints received by the Planning Department. At the discretion of the Code Enforcement Officer or Board of Commissioners, the special use permit shall be subject to revocation or modification by the permit issuing authority following a public hearing.

PLANNING BOARD RECOMMENTION:
The Planning Board recommended approval of the special use permit with the staff recommendations.

PLANNING BOARD DISCUSSION (4-13-10)
Mr. West asked Mr. Trabue how many segways he has.

Mr. Trabue stated approximately 15 segways, 8 are used for the in town tours and 5 in off road area tours. All tours are guided.

Ms. Wilson stated when she was doing horse training with the children at the Wild Horse Fund schoolhouse she was impressed with the educational component of the tours.

Mr. Trabue stated the in town tours are historical and the off road tours are ecological as well as historical.

ACTION
Mr. Clark move to ***approve*** PB 10-08 with the findings of fact and staff recommendations included in the case analysis. Ms. Wilson seconded the motion. Motion carried unanimously.

Chairman O'Neal opened the public comment period. There were no comments, so the public hearing was closed.

Commissioner Aydlett moved to approve with findings of fact and staff recommendations. Commissioner Nelms seconded the motion. Motion carried

Public Hearing and Action: PB 10-11 Tres Beau, Ltd.: Request for a special use permit for a private outdoor recreational facility located at Wild Horse Lane, Wild Horse Estates II, Tax Map 99D, Parcel OPAR, Poplar Branch Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning director, reviewed the request.

CASE ANALYSIS FOR THE BOARD OF COMMISSIONERS MEETING DATE: May 3, 2010 Special Use Permit PB 10-11 Tres Beau Ltd.

ITEM: **SPECIAL USE PERMIT - PRIVATE OUTDOOR RECREATIONAL FACILITY**

LOCATION: Wild Horse Lane - Open Area of Wild Horse Estates II

ZONING DISTRICT: Outer Banks Limited Access Residential (RO2)

TAX ID: 099D-000-OPAR-0000

OWNER: Wild Horse Estates LLC
76 Spindrift Trail
Kitty Hawk, NC 27949

APPLICANT: C. Scott Trabue
Tres Beau Ltd.
PO Box 1630
Kitty Hawk, NC 27949

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	**Zoning**
NORTH:	Residential	RO2
SOUTH:	Residential	RO2
EAST:	Residential	RO2
WEST:	Residential	RO2

LAND USE PLAN CLASSIFICATION: The 2006 Land Use Plan classifies the site as **Limited Service** within the **Carova** sub-area.

NARRATIVE:

1. The applicant is requesting a Special Use permit for a Private Outdoor Recreational Facility that includes launching kayak tours and conducting off-road segway tours from the property and on the "Conservation and Limited Use Easement".

2. All tours and tour vehicles will originate from the Back Country Outfitters and Segway of the Outer Banks storefronts at the Corolla Light Town Center. There is a special use permit application for Outdoor Tour Operator pending for that location (PB10-08).

3. Use of the property will consist of parking and loading/unloading patrons, kayaks and segways.

4. There are no proposed structural improvements to the property.

5. There is a "Conservation and Limited Use Easement" recorded that allows for this specific use on and across 70-acres of the 140-acre subdivision as well as any of the easements and open space of Wild Horse Estates.

6. The Segway tour will be conducted in the easement/open space no longer than 1 hour and 15 minutes

7. The Kayak tour is approximately 1 hour and 30 minutes of paddling time.

8. There are several policies in the Currituck County 2006 Land Use Plan that support this type of endeavor. These policies include:

Policy ED1: New and expanding businesses should be especially encouraged that: 1) diversify the local economy 2) train and utilize a more highly skilled labor force and 3) are compatible with the environmental quality and natural amenity based economy of Currituck County

Policy PA1: Public access to the sound and ocean waters of Currituck County is essential to the quality of life of residents and visitors, as well as the economy of the area. The County supports the establishment of ADDITIONAL PUBLIC AND PRIVATE ACCESS opportunities to the waters of Currituck County. (Also see Outer Banks Policy Section.)

Policy PA2: The County supports MANY FORMS OF "ACCESS" to the water, including scenic outlooks and boardwalks, boat ramps, marinas and docks, fishing piers, canoe and kayak launches, and other means of access. Whenever possible, such facilities shall be designed to accommodate the needs of handicapped individuals

Policy HP3: Development of TOURISM AND EDUCATIONAL POTENTIAL of the area's architectural, historic and cultural resources shall be encouraged.

It appears this request is consistent with the policies and objectives of the Land Use Plan provided care is taken to ensure the use of the property for launching kayak and initiating segway tours are conducted in an environmentally sustainable manner.

OUTSTANDING TECHNICAL REVIEW COMMITTEE COMMENTS:

Planning

The Conservation & Limited Use Easement recorded in Deed Book 699 Pages 219 -223 states that the easement is shown on the Plat (Plat Cabinet H, Slide 169-173). We are unable to determine from the recorded plats where the easement is located. The Plat should be amended and re-recorded within 30 days from issuance of the Special Use Permit.

Parks & Recreation

Business should make appropriate arrangements for patrons to use restrooms and should not be using Carova Beach Park to serve as restrooms for their business.

QUESTION(S) BEFORE THE BOARD:

Special Use Permit Criteria and Staff Findings:

Special Use Permits are intended to allow the Board of Commissioners flexibility in the administration of the UDO. 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

to minimize any negative effects they might have on surrounding properties.

In order to approve a Special Use Permit, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. COMPLETENESS OF THE APPLICATION
   Suggested Findings:
   a) The application is complete.

2. COMPLIANCE WITH ORDINANCE REQUIREMENTS
   Suggested Findings:
   a) The applicant's proposal will be required to maintain compliance with all UDO requirements and any additional requirements of the Board of Commissioners.

      i. The proposed use **will not** materially endanger the public health or safety for the following reasons:
      Suggested Findings:
      - The site has direct access from Ocean Pearl Road, which will be improved as part of the established Carova Service District.
      - There are no proposed permanent structures and the site will remain in its natural state.

      ii. The proposed use **will not** substantially injure the value of adjoining or abutting property for the following reasons:
      Suggested Findings:
      - The Unified Development Ordinance indicates that private outdoor recreational facilities are a permitted land use with a Special Use Permit in the Outer Banks Limited Access Residential (RO2) zoning district.
      - There is a "Conservation and Limited Use Easement" recorded that allows for this specific use on and across 70-acres of the 140-acre subdivision as well as any easements.
      - At most, there will be vehicular traffic of 5 motor vehicles per day associated with this use.
      - At most, there will be 6 segways on the property for a maximum of 3 hours per day.

      iii. The proposed use **will** be in harmony with the particular neighborhood or area in which it is to be located.
      Suggested Findings:
      - There are five (5), one and a half acre residential lots and thirteen (13) lots that are larger than 10 acres in Wild Horse

Estates. Overall, Residential density in this area is low.

- The public County-owned "Carova Park" is located in the open space of Wild Horse Estates.
- Noise associated with this use will be minimal.

iv. The proposed use **will** be in general conformity with the Land Use Plan, and any other plan officially adopted by the Board of Commissioners.

Suggested Findings:

- The 2006 Land Use Plan classifies this site as Limited Service in the Carova Subarea and the proposed use is in keeping with the policies of the plan as Private Outdoor Recreational Facilities are allowed with a Special Use Permit.
- No commercial activity will take place on the property.

v. The proposed 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 applicable facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the sketch plan. In the case of subdivision and multi-family development at the sketch plan/special use, preliminary plat or final plat stage, the Board of Commissioners may establish time limits on the number of lots/units available for development to assure adequate public facilities are available.

Suggested Findings:

- This application should have no impact on the County's ability to provide public facilities.

STAFF RECOMMENDATION

The proposal appears to meet the criteria for granting a Special Use Permit for the property at Wild Horse Lane (Parcel # 099D-000-OPAR-0000) and staff recommends **APPROVAL** with the following conditions:

1. This Special Use Permit is valid only in conjunction with a valid Special Use Permit for Outdoor Tour Operator from the Corolla Light Town Center Property (PB 10-08).
2. The Conservation & Limited Use Easement recorded in Deed Book 699 Pages 219 -223 states that the easement is shown on the Plat (Plat Cabinet H, Slide 169-173). We are unable to determine from the recorded plats

where the easement is located. The Plat should be amended and re-recorded within 30 days from issuance of the Special Use Permit.

3. No equipment, kayaks, segways or vehicles shall be stored on site.
4. There shall be a maximum of three (3) Kayak Tours and two (2) Segway Tours per day.
5. Kayaks and Segways shall be labeled with decals or paint markings that clearly display the company name.
6. Kayak tours shall be limited to one 9-passenger vehicle carrying 8 patrons/trip and a maximum of 4 tandem kayaks plus the guide.
7. Segway tours shall be limited to one 6-passenger vehicle carrying 5 patrons/trip plus the guide.
8. Tour Vehicles and Segways shall not be operated outside of the easement boundaries.
9. Kayak tour participants shall not enter upon private property along the canals or the Currituck Sound.
10. Tours shall operate during daylight hours only.
11. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances. Tours shall also operate in accordance with State and Federal Laws.
12. All commercial transactions shall occur at the Corolla Storefront in the Corolla Light Town Center.
13. Tour patrons have access to restrooms at the Corolla Light Town Center Storefront.

PLANNING BOARD RECOMMENTION
The Planning Board recommended approval of the special use permit with the staff recommendations.

PLANNING BOARD DISCUSSION (4-13-10)
Mr. West asked if the vehicles and trailers are parked at the park during the tours or if they go back to Corolla.

Mr. Trabue stated the vehicles and trailers stay at the park during the tours. The landowners have established a parking area for the vehicles and trailers.

Mr. West asked if the path that the segways use is sand.

Mr. Trabue stated yes.

Ms. Wilson asked Mr. Trabue what ramp he uses off the beach to access.

Mr. Trabue stated twenty-one.

Ms. Wilson stated she understands the property itself is a protected area for the wild horses. If the Wild Horse Fund and the horses are the steward of this sanctuary the presence of tours is a concern. Ms. Wilson asked for clarification between the Conservation & Limited Use Easement Agreement and covenant as to Mr. Trabue being allowed to transverse over the property.

Mr. Trabue stated in the covenants it states Corolla Outback Adventures can grant right of access to "others". Mr. Trabue stated he has a contract with Corolla Outback Adventures.

Mr. Bender confirmed this.

Ms. Wilson asked Mr. Trabue if he has had any problems when taking the segways out and wild horses.

Mr. Trabue stated they view the horses from a distant. The segways do not startle the horses and the tours move along at a slow rate.

Mr. Clark asked Mr. Trabue if he has had any trouble with motor boats where the kayaks tours are in the canal.

Mr. Trabue stated the canal is so shallow that no one brings their motor boats in.

Mr. Clark asked Mr. Woody is a private business allowed to use the boat ramp at the park to launch kayaks?

Mr. Woody stated he would have to ask the Parks and Recreation Director.

ACTION
Ms. Wilson move to ***approve*** PB 10-11 with the findings of fact and staff recommendations included in the case analysis and the following condition:

- Clarification of the conservation easement when it goes before the Board of Commissioners.

Ms. Newbern seconded the motion. Motion carried unanimously.

Chairman O'Neal opened the public hearing.

Charles Fafara, adjacent property owner, expressed concerns with trash and noise.

Jay Bender, property owner, stated that he would move to the adjacent site which was used last season.

Commissioner Aydlett requested that trash cans be provided.

There being no further comments, Chairman O'Neal closed the public hearing.

Commissioner Aydlett moved to approve with findings of fact and staff recommendations along with use of the same site as last season along with placing trash cans in the area. Commissioner Gregory seconded the motion. Motion carried.

Public Hearing and Action to approve a resolution allowing the dissolution of Albemarle Mental Health Center and Development Disabilities and Substance Abuse Services as an area mental health authority

Dan Scanlon, County Manager, reviewed the reasons for the dissolution of Albemarle Mental Health Center.

Chairman O'Neal opened the public hearing. There being no comments, he closed the public hearing.

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

RESOLUTION WITHDRAWING COUNTY OF CURRITUCK FROM ALBEMARLE MENTAL HEALTH AREA AUTHORITY

WHEREAS, Albemarle Mental Health Center, an area mental health, developmental disabilities and substance abuse authority ("AMHC"), has experienced financial difficulties rendering it incapable of exercising its duties and responsibilities; and

WHEREAS, as a consequence of AMHC financial difficulties the North Carolina Department of Health and Human Services, Division of Mental Health, Developmental Disabilities and Substance Abuse Services, (the "Division"), assumed management of AMHC in January 2009; and

WHEREAS, since July 1, 2009 East Carolina Behavioral Health has contracted with the Division to provide Local Management Entity, ("LME"), mental health services to Currituck County; and

WHEREAS, it is apparent that at some date beyond July 1, 2010 AMHC will be dissolved and no longer have the authority to provide LME mental health services to Currituck County and that the Secretary of the North Carolina Department of Health and Human Services will approve the dissolution of AMHC; and

WHEREAS, Currituck County has ensured the continuity of LME mental health services through a continuing contract with East Carolina Behavioral Health and the pending adoption of an agreement to join the area authority constituting East Carolina Behavioral Health.

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

Section 1. Currituck County hereby withdraws from Albemarle Albemarle Mental Health Center, an area mental health, developmental disabilities and substance abuse authority.

Section 2. This resolution shall be effective on June 30, 2010.

Consideration of an Ordinance amending Section 8-34 and Section 8-35 of the Code or Ordinances to provide for licensure consistency with County Ordinances

Ike McRee, County Attorney, reviewed the amendment.

Commissioner Nelms moved to approve. Commissioner Gregory seconded the motion. Motion carried.

AN ORDINANCE AMENDING SECTION 8-34 AND SECTION 8-35 OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO PROVIDE FOR LICENSURE CONSISTENCY WITH COUNTY ORDINANCES

WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens; and

WHEREAS, pursuant to N.C. Gen. Stat. §§153A-134 and 160A-181.1 a county may regulate and license businesses, forms of amusement and entertainment and regulate sexually oriented businesses through zoning regulations, licensing requirements or other appropriate local ordinances; and

WHEREAS, on July 7, 2003 a Currituck County ordinance was enacted regulating Sexually Oriented Businesses and the Board of Commissioners for the County of Currituck now finds that it is necessary and advisable to ensure that the licensure of sexually oriented businesses and adult live entertainers is consistent with other county ordinances.

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

Part I. **Section 8-34(b)** of the Currituck County Code of Ordinances is amended to read as follows:

(b) An application for a license must be made by the owner of the business on a form prescribed by the sheriff, and submitted to the county sheriff's office.

The completed application shall contain the following information and shall be accompanied by the following documents:

(1) The full true name of the applicant;

(2) The full true name under which the sexually oriented business will be operated and, if the business will be operated in a name other than that of the applicant, a certified copy of the assumed name certificate prepared and recorded in the county register of deeds office pursuant to G.S. 66-68 et seq.;

(3) The type of sexually oriented business the applicant intends to operate;

(4) Whether the applicant intends to serve alcoholic beverages at the sexually oriented business and/or apply for an ABC permit;

(5) The address where the sexually oriented business is to be operated and where the books and records are maintained for examination by the Office of Currituck County Sheriff, County Planning Inspector, or County Manager, or their lawful agents;

(6) If the owner of the real property upon which the sexually oriented business is to be operated is not the applicant, the name and address of the owner of the real property upon which the business is to be operated and a copy of the lease or rental agreement;

(7) The principal telephone number to be used by the sexually oriented business;

(8) If the applicant is an individual, the applicant shall appear in person and deliver a completed and signed application form and provide the following information:

a. His or her present residence and business addresses and telephone numbers;

b. A valid driver's license or other government issued picture identification; and

c. Social security number;

If the applicant is a partnership or corporation, the applicant shall designate one of its general partners or officers to act as its agent. Such person shall appear in person and deliver a completed and signed application form and shall provide the following information: (a) his or her present residence and business addresses and telephone numbers, (b) a valid driver's license or other government issued picture identification, and (c) social security number;

If the applicant is a partnership: (a) the name, residence address and telephone number, and social security number of each partner, including limited partners, and (b) a copy of the partnership agreement. If one or more of the partners is a

corporation, the provisions of this subsection pertaining to corporations shall apply;

If the applicant is a corporation: (a) a certified copy of the articles of incorporation, a certified copy of the certificate of authority, and a certified copy of the most recent annual report filed with the secretary of state, and (b) the name, residence address and telephone number, and social security number of each of its current officers and directors, and of any stockholder holding 50 percent or more of the stock of the corporation;

(9) The name, residence address and telephone number, and social security number of each individual who will be an operator of the business;

(10) A federal tax identification number assigned to the sexually oriented business and a completed tax information authorization form (IRS Form 8821) authorizing only the verification of said number;

(11) A sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. The requirements of this subsection shall not apply for renewal applications if the applicant adopts a sketch or diagram that was previously submitted for the license sought to be renewed and if the licensee certifies that the licensed premises has not been altered since the immediately preceding issuance of the license and that the previous sketch or diagram continues to accurately depict the layout of the licensed premises;

(12) Copies of all permits issued under the county's Unified Development Ordinance evidencing compliance with the county's Unified Development Ordinance.

(~~12~~13) If the applicant wishes to operate an adult live entertainment business or an adult mini motion picture theatre then said applicant shall comply with the application requirements stated in sections herein.

PART II. **Section 8-35(b)** of the Currituck County Code of Ordinances is amended to read as follows:

(b) The sheriff shall deny the application for any of the following reasons:

(1) An applicant or any individual identified in the application is under 18 years of age; or

(2) The application and investigation fee has not been paid; or

(3) An applicant or any individual identified in the application has refused to allow an inspection of the premises; or

(4) An applicant or any individual identified in the application has overdue license fees associated with the operation of a sexually oriented business; or

(5) An applicant or any individual identified in the application has a license under this article which is suspended or revoked; or

(6) An applicant failed to provide the information necessary to determine the qualifications of the applicant or any individual identified in the application for issuance of the license, or provided materially false or misleading information on the application form; or

(7) An applicant or any individual identified in the application has been convicted of any sexually oriented crime and less than five years have elapsed since the latter of the date of conviction or the date of release from confinement, if the conviction is for a felony, or less than two years have elapsed since the latter of the date of conviction or the date of release from confinement, if the conviction is for a misdemeanor. The fact that the conviction is being appealed shall have no effect on the denial of the license; or

(8) The application demonstrates or reveals information showing that the proposed business location or location of the adult live entertainment business at which an adult live entertainer intends to perform fails to meet the requirements of the county's Unified Development Ordinance.

(~~8~~9) The application demonstrates or reveals information showing that the proposed business fails to meet the requirements of this article.

PART III. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Approval of July 4th Fireworks Display

Commissioner Gregory moved to approve. Commissioner Rorer seconded the motion. Motion carried.

RESOLUTION APPROVING THE EXHIBITION, USE AND DISCHARGE OF PYROTECHNICS AT THE WHALEHEAD CLUB IN COROLLA, NORTH CAROLINA

WHEREAS, pursuant to N.C. Gen. Stat. §§14-410 and 14-413 a display operator that will exhibit, use or discharge pyrotechnics at a public exhibition must receive written authority for such public exhibition from the board of commissioners for a county; and

WHEREAS, a display operator must provide proof of insurance in the amount of at least $500,000.00; and

WHEREAS, Dominion Fireworks, Inc. is under contract with Currituck County to provide an exhibition of fireworks at the county's property known as The Whalehead Club in Corolla, North Carolina on July 4, 2010 which will be a public exhibition and Dominion Fireworks, Inc. has provided

a certificate of insurance evidencing insurance coverage in an amount in excess of $500,000.00.

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

Section 1. Dominion Fireworks, Inc. is authorized to exhibit, use or discharge pyrotechnics for public exhibition at that property known as The Whalehead Club in Corolla, North Carolina on July 4, 2010.

Section 2. This resolution shall be effective upon adoption

Appointment to Whalehead Stormwater Drainage Service District

Commissioner Aydlett moved to approve as submitted by WHPOA. Commissioner Taylor seconded the motion. Motion carried.

Daniel Clements, Robert Collins, Richard Donica, Lee Foreman, George Mears, and Ron Harman.

Consent Agenda:

1. Approval of April 19, 2010, Minutes
2. Budget Amendments
3. Revised JCPC funding plan to transfer SOS assets to Restitution
4. Division of Mental Health, Development, Disability and Substance abuse quarterly fiscal monitoring report
5. Resolution General Surplus and Vehicle Surplus property and Auction to be held May 15, 2010
6. Approval of waiving tipping fees for Gregg Barco

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

		Debit	**Credit**
Account Number	Account Description	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
12543-532003	Supplies	$ 1,800	
12543-536103	PPE	$ 2,500	
12543-553003	Dues & Subscriptions	$ 1,500	
12543-590003	Capital Outlay	$ 3,290	
12543-516003	Repairs & Maintenance		$ 9,090

	$ 9,090	$ 9,090

Explanation: Moyock VFD (12543) - Transfer for operations for the remainder of this fiscal year.
Net Budget Effect: Fire Services Fund (12) - No change.

Account Number	Account Description	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
10441-545000	Contracted Services	$ 6,000	
10441-514500	Training & Education		$ 6,000
		$ 6,000	$ 6,000

Explanation: Information Technology (10441) - To transfer funds for software installation and configuration.
Net Budget Effect: Operating Fund (10) - no change.

Account Number	Account Description	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
10330-432200	HCCBG - In Home	$ 2,222	
10560-519701	HCCBG Access Service		$ 2,222
		$ 2,222	$ 2,222

Explanation: Inter-County Transportation (10560) - To adjust budget to grant authorization.
Net Budget Effect: Operating Fund (10) - Decreased by $2,222.

Account Number	Account Description	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
10530-532441	Technology < $1,000	$ 585	
10530-532000	EMS Supplies	$ 1,850	
10530-514500	Training & Education		$ 585
10541-590000	Capital Outlay		$ 1,850
		$ 2,435	$ 2,435

Explanation: Emergency Medical Services (10530); Fire Services (10541) - To transfer funds

for expendable parts of personal protective equipment and to purchase a portable projector for training.

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

Account Number	Account Description	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
10775-516200	Vehicle Maintenance	$ 22	
10775-531000	Gas		$ 22
10795-532000	Supplies	$ 1,000	
10795-516001	Maintenance & Repairs		$ 1,000
10430-553000	Dues & Subscriptions	$ 20	
10430-532000	Supplies		$ 20
10900-582400	Notes Payable	$ 52	
10960-554000	Insurance & Bonds		$ 52
60808-557100	Software License Fees	$ 81	
60808-516000	Maintenance & Repair		$ 81
61818-557100	Software License Fees	$ 104	
61818-511000	Telephone and Postage	$ 4,600	
61818-516200	Vehicle Maintenance		$ 1,000
61818-531000	Gas, Oil, Etc.		$ 1,000
61818-532000	Supplies		$ 1,000
61818-545000	Contracted Services		$ 1,600
61818-540000	Workers Comp		$ 104
66868-511010	Data Transmission	$ 1,020	
66868-516200	Vehicle Maintenance		$ 1,020
50640-570004	Reimbursable Expenses	$ 1,532	
50640-545004	Contract Services		$ 1,532
55818-562000	Professional Services	$ 595	
55818-563000	Professional Services		$ 595
63838-545000	Contract Services	$ 5,000	
63838-545800	White Goods Disposal	$ 7,500	
63838-558400	Solid Waste Disposal Tax	$ 15,000	
63838-545900	Tire Disposal	$ 8,500	
63838-545001	Contract Services-Collection		$ 36,000
		$ 45,026	$ 45,026

Explanation: Transfers within departments for operations for the remainder of this fiscal year.

Net Budget Effect: Operating Fund (10) - No change.
Ocean Sands Water and Sewer District (60) - No change.
Mainland Water (61) - No change.

Southern Outer Banks Water (66) - No change.
County Governmental Construction Fund (50) - No change.
Mainland Water Construction (55) - No change.
Solid Waste (53) - No change.

Account Number	Account Description	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
12546-513006	Utilities	$ 1,000	
12546-514506	Travel, training & education		$ 1,000
12546-516106	Building & Grounds	$ 750	
12546-531006	Gas		$ 750
12546-532006	Supplies	$ 1,500	
12546-532106	Fire supplies	$ 3,500	
12546-536106	Personal protective equipment		$ 2,000
12546-554006	Insurance		$ 3,000
		$ 6,750	$ 6,750

Explanation: Corolla Fire & Rescue (12546) - Operating transfers for Corolla Fire & Rescue Squad Inc contract.

Net Budget Effect: Fire Services (12) - No change.

Account Number	Account Description	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
65858-545000	Contracted Services	$ 24,000	
65858-561000	Professional Services		$ 24,000
		$ 24,000	$ 24,000

Explanation: Moyock Commons Sewer (65858) - Increase contracted services to repair Infiltration Pond Number 1 at Moyock Commons.

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

Account Number	Account Description	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
10512-513000	Utilities	$ 1,400	
10512-511000	Telephone & Postage		$ 800
10512-514000	Travel		$ 500
10512-514500	Training & Education		$ 100
		$ 1,400	$ 1,400

Explanation: Animal Control (10512) - Transfer to increase utilities for operations for the remainder of this fiscal year.

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

R E S O L U T I O N

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on May 3, 2010, authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be disposed of at a public auction:

SEE Vehicle Surplus and General Surplus listings attached.

WHEREAS, the volunteer fire and rescue departments within the county shall have the option to obtain the attached list of surplus property prior to auction in accordance with the adopted **Surplus Property Disposal Policy for Volunteer Fire and Rescue Departments**;

WHEREAS, the public auction will be held Saturday, May 15, 2010, at the Currituck County Public Works Storage Compound, behind the transfer station located at 216 Airport Road, Maple, NC 27956 at 9:00 a.m. (Rain date to be determined.)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of County of Currituck reserves the right to reject any and all bids.

CURRITUCK COUNTY

Surplus Vehicle List

Veh. ID	Year	Make	Model	VIN	Color	Mileage
5404	01	Ford	Crown Vic	2FAFP71W71X109548	White	161,279
5505	02	Dodge	Durango	1B4H528N51F69043	White	
5629	03	Ford	Crown Vic	2FAHP71W93X146192	White	107,125
5625	03	Ford	Crown Vic	2FAHP71W03X146193	White	160,249
5620	02	Dodge	Durango	1B4H538N52F132442	White	
5662	02	Dodge	Intrepid	2B3HD46R72H210681	Green	106,000
5403	01	Ford	Crown Vic	2FAFP71W51X109547	White	137,310

4380	99	Ford	Crown Vic	2FAFP71W0xx175707	White	151,971
5508	02	Ford	Crown Vic	2FAFP71W52X105466	White	156,357
5628	03	Ford	Crown Vic	2FAFP71W73X146191	White	103,431
5729	04	Dodge	Intrepid	2B3HD46Y24H606856	White	111,922
5924	05	Jeep	Cherokee	154GR48K55C549502	White	96,305
5528	93	Ford	SuperDuty	2FDLF47M4PCA69719	White	
5513	02	Ford	Crown Vic	2FAFP71W72x105467	White	124,187
5831	04	Ford	Crown Vic	2FAHP71W84X161154	White	129,614
5738	04	Ford	Crown Vic	2FAFP71W84x112270	White	148,540
5895	99	Ford	Expedition	1FMPU18L7XLA16482	White	182,355
	88	Boston Whaler		6286E11889	Gray	
		Evinrude Motor		G3152484	Blue	
		Evinrude Motor		E0D0002	Blue	
5952	05	Ford	Crown Vic	2FAFP73W85X113045	White	167,099
4349	98	Chevy	Blazer	1GNDT13WXW2157876	Pewter	163,908
4404	98	Ford	F350	1FDSF34LIXEC19670	White	185,675
3104	95	Ford	Taurus	1FALP52U9SA216972	White	
	98	Ford	Explorer	1FMYU24XOXVA37512	White	120,961
	01	Dodge	Durango	1B4H528NXif56954	White	
	95	Ford	F250	1FTHF25H6SNa73357	White	
	92	Chevy	Caprice	1G1B15370NR134279	White	
	91	Chevy	Caprice	1G1B15374MR238625	White	
	00	Ford	Ambulance	1FDXE45F8YHB968633	White	159,517
	95	Ford	Taurus	1FALP52UBSA21973	White	101,549
	98	Ford	Taurus	1FAFP52U9XA143106	White	70,422
	04	Jeep	Laredo	1J4GR48K55L549503	White	
	1992	Ford	Van	1FBJS31H5NHA49092	Red	
	1999	Ford	Taurus	1FAFP53U3XG31886	White	159,244

Asset Tag #	**Item Description**
803	1 Singer Sewing Machine
	1 Bunn Coffee Machine
	1 Couch (Flower Print)
	1 Pro Form Treadmill
	1 Trainer Exercise Machine
	1 Water Fountain
	1 Drafting Table
	1 Coca Cola Cooler on wheels
	1 Field Kitchen W/box
	1 Emerson Microwave
1612	1 Kenmore Microwave
	1 Electric Range Kenmore
	1 Gas Range Fridgedair
2664	1 Refrigerator
	1 Washing Machine GE
	1 Large Chalk Board
	7 Glass cabinets with stands
	1 Kenmore vacuum cleaner
	1 GE VHS Video Recorder
	4 Air Registers
	8 Windows and frames

		1 Sliding Glass door
		4 wood doors
		1 Gate Closer Stanley
		1 Corian Table top and cabinet
2998, 1928, 1579, 158/1, 1612		5 dictaphones with assoc. elec. Equipment
1578, 1577		2 IBM Electric Typewriters
		1 Panasonic Recorders
		4 Brother Fax Machines
		3 Hewlett Packard Laser Printers
		1 Panasonic Fax Machine
		3 Key boards Mitsumi
		1 Brother Typewriter
		2 Radio Antennas
		2 Incinolet Toilets
		8 - 2 drawer file cabinets
		7 - 4 drawer File Cabinets
		2 wood folding tables
		10 wood desks
		5 wood chairs
		1 coat rack
		1 5 slot steel locker
		2 wood tables
		15 office chairs and parts
		4 wood shelving units
		1 General Air compressor
		1 wood Storage cabinet
		1 computer stand (Silver)
		1 20,000 BTU Air Conditioner
		3 Large wood cabinets
		1 Ford 4000 Tractor
		1 Ecco 25 KVA Generator
		1 Rogers 1987 12 X 60' Office Trailer
		1 Rogers 1988 12 X 60' Office Trailer
	4204	1 Drafting Table
	2901	1 Blueprint Machine
		1 Drag Rake 3 pt hitch
		1 Drag Box Blade 3 pt hitch
		1 Drag Tool 3 pt hitch.
		1 GE Dryer
		1 Whirlpool AC Unit
		1 Steel Cabinet`
		1 Wood Table
		5 10x6" Black Iron Tees
		7 6" Black iron Pipe 3 to 4' in length
		15 4" pipe clamps
		5 Hydrant Leg Ells
		1 Hydrant body
		1 Cummins Onan Propane Generator
		1 Rohn 45G Radio Tower
		1 Rohn 55G Radio Tower
		1 Steel Pipe gate (2pcs)

1 Steel truck cab protector.

Commissioner's Report

Commissioner Taylor reminded citizens of the Moyock Fire Department breakfast second Saturday every month.

Commissioner Nelms stated that Dennis Anderson would be having a county fair May 21 - 24.

County Manager's Report

County Manager would like to schedule budget work sessions in the next couple of weeks.

Adjourn

There being no further business, the meeting adjourned.

Jim Perry & Company
3118 N. Croatan Hwy. Ste. 103
Kill Devil Hills, NC, 27948
Phone: 252-441-3051, Fax: 252-441-2936

REALTORS® CommercialAlliance
REALTOR® North Carolina Association of REALTORS®

COMMERCIAL LEASE AGREEMENT
(Single Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between

Jeannette H. Anderson

, a(n) individual ("Landlord"),
(individual *or* State of formation and type of entity)

whose address is
76 Trinitie Trail, Southern Shores, N.C. 27949

and

County of Dare
County of Currituck

, a(n) two North Carolina county governments ("Tenant").
(individual *or* State of formation and type of entity)

whose address is
POB 1000, Manteo, NC 27954 and POB 39, Currituck, NC 27929

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of
n/a
(name(s) of guarantor(s)) attached hereto and incorporated herein by reference.
(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the "Premises"), to wit:

(Address):
Unit 100 being the entire first floor of building located at 4713 North Croatan Highway, Kitty Hawk, NC 27949

☐ All ☒ A portion of the property in Deed Reference: Book 1279, Page No. 268, Dare County; consisting of approximately 0.32 acres.

Plat Reference: Lot(s) 44, Block or Section Blk 35, Section A, as shown on Plat Book or Slide n/a at Page(s) n/a, n/a County, consisting of n/a acres.

☐ If this box is checked, Premises shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: 987610360817)

TERM

2. The term of this Lease shall commence on July 01, 2010 ("Lease Commencement Date"), and shall end at midnight on June 01, 2015, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease

Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least n/a days prior to the end of the then expiring term of this Lease, for n/a additional term(s) of n/a years each.

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of $ n/a (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of n/a days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on Please see Attachment "B" ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of $ n/a, payable in equal monthly installments of $ n/a, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every n/a Lease Year Anniversary by n/a % over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every n/a Lease Year Anniversary by $ n/a over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed,

☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:
n/a

LATE CHARGES

4. If Landlord fails to receive full rental payment within five days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent 5 (%) of the overdue amount or $ n/a whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of $ 1800.00 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of

this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable Service Obligations prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic	☐	☐	☐
Water	☒	☐	☐
Electric	☐	☒	☐
Gas	☐	☐	☒
Telephone	☐	☒	☐
HVAC (maintenance/service contract)	☒	☐	☐
Elevator (including phone line)	☐	☐	☒
Security System	☐	☐	☒
Fiber Optic	☐	☐	☒
Janitor/Cleaning	☐	☒	☐
Trash/Dumpster	☒	☐	☐
Landscaping/Maintenance	☒	☐	☐
Sprinkler System (including phone line)	☐	☐	☒
Pest Control	☒	☐	☐
Exterior maintenance	☒	☐	☐
Interior Maintenance	☐	☒	☐
n/a	☐	☐	☐
n/a	☐	☐	☐

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord makes no representations or warranties with respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. The rules and regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease.

PERMITTED USES

8. The permitted use of the Premises shall be: professional, governmental offices ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES AND INSURANCE

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof; as follows:

Taxes

☐ The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year n/a ; or

☐ All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Premises for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

☐ If this box is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.

Insurance

☐ the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.

Provided, however, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant also shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

☐ If this box is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this paragraph 9.

(Note: The following box should only be checked if there are no boxes checked above in this paragraph 9.)

☒ If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than $2,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors), except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

12. Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, including any building and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping.

(a) Tenant, at its expense, also shall maintain in good order and repair the heating, ventilation and air conditioning equipment, including but not limited to replacement of parts, compressors, air handling units and heating units; provided that, as to repair or replacement expenses for heating, ventilation and air conditioning equipment in excess of $ n/a (per occurrence) or $ n/a (annually), Landlord shall reimburse Tenant for the amount in excess of the stated amount, provided that Tenant has obtained Landlord's prior written approval of the contractor and the repair or replacement.

(b) Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of $ 250.00 .

Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or

improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

DESTRUCTION OF OR DAMAGE TO PREMISES

14. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 14(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

15. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

16. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably

possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 16, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

17. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

18. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

EXTERIOR SIGNS

20. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

21. Landlord may advertise the Premises "For Rent" or "For Sale" any days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

22. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

23. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be **twice** the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

24. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph 24 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMENT; ESTOPPEL

25. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

26. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

GENERAL TERMS

28. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

SPECIAL STIPULATIONS

☐ If this box is checked, additional terms of this Lease are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions.)**

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

(SEAL)

LANDLORD _____ DATE _____

Jeannette H. Anderson

(SEAL)

County of Dare

TENANT _____ DATE _____

By: County of Dare

County of Currituck

TENANT _____ DATE _____

By: County of Currituck

ADDENDUM "B"

An addendum to that lease between Jeanette H. Anderson, (Landlord), and County of Dare and County of Currituck, (Tenants) for Unit #100, 4713 North Croatan Highway, Kitty Hawk, N.C. 27949 beginning July 1, 2010.

RENTAL

3. Commencing on July 1, 2010 (Rent Commencement Date), Tenants agree to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of $21,600.00, payable in equal monthly installments of $1,800.00, in advance on the first day of each calendar month during the term hereof. Upon execution of this lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of renal due, based upon a 30 day month.
4. Commencing July 1, 2013, the annual rental will be $22,680.00, payable in equal monthly installments of $1,890.00 and commencing July 1, 2014, the annual rent shall be $23,820.00, payable in equal monthly installments of $1,985.00.

SUBLETTING

Landlord and Tenants acknowledge that subject property will be sub-let to Young-Williams, PC, managing agent for Child Support Services.

PAYMENT OF RENTS

Landlord approves each tenant paying monthly rent installments proportionately with the total of the monthly rents collected equaling the amount specified in the lease above.

_____
Landlord

_____
County of Dare

_____
County of Currituck