



**BOARD OF COMMISSIONERS
AGENDA**

OCTOBER 17, 2011

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Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, October 17, 2011

Time: 7:00 PM

Work Sessions

5:00 Joint meeting with COA Board of Trustees at the Cooperative Extension Center Auditorium to review design of Technical Training Center

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 **Presentation and discussion by Dominion North Carolina**
Power regarding a transmission line addition.

Item 4 **Public Hearing and Action:** PB 11-06 Currituck County: Request to amend the Unified Development Ordinance, Chapter 4: Overlay Districts to establish an Airport Overlay District and an amendment to the zoning map.

Item 5 **Public Hearing and Action:** PB 11-07 Bissell Professional Group: Request to amend Chapter 4 of the Unified Development Ordinance to modify the age restriction language for the Planned Adult Retirement Overlay District (RET).

Item 6 **Consent Agenda:**

1. Consideration of Lease Agreement with Sentara Life Care as Tenant in Currituck County Community Center
2. Approval of October 3, 2011, Minutes
3. Budget Amendments

Item 7 Commissioner's Report

Item 8 County Manager's Report

Item 9 Adjourn

Special Meeting

Call to Order

Budget Amendments

Adjourn



Currituck County

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

MEMORANDUM

To: Board of Commissioners
From: Planning Staff
Date: October 10, 2011
Re: Proposed Airport Overlay District

The attached amendment to the Unified Development Ordinance, submitted by the Currituck County Planning Department, proposes to establish an Airport Overlay District. The purpose of the proposed overlay district is to protect and preserve the Currituck County Regional Airport and surrounding properties from incompatible land uses. Continued growth of the airport, including investment in the surrounding area, plays an important role in the future economic prosperity of the county. The overlay district is a planning tool intended to implement this vision.

Overlay districts are zoning designations that modify or establish additional use restrictions or standards for a defined geographic area. This request includes a text amendment to the UDO and a zoning map amendment. Both actions are required to create an overlay district. The boundaries of the overlay district are based on recommendations from the Federal Aviation Administration (FAA) and will be shown on the Currituck County Official Zoning Map.

This item was heard at the September 19 Board of Commissioners meeting. During that hearing, the Board requested additional options to manage residential densities within the airport approach zones. Staff has revised the draft ordinance to provide a density bonus if a development proposes noise mitigation standards. Other communities have successfully used this approach and the targeted decibel reduction is consistent with FAA standards. The revisions are highlighted using underline and strikethrough text.

Enclosed is a copy of the Planning Board meeting minutes, revised draft ordinance, and a boundary map of the overlay district. Should you have additional questions, please contact the Planning Department at your convenience.

PLANNING BOARD DISCUSSION (March 8, 2011 meeting)

Mr. Klemt stated his biggest concerns are the disclosure statement. Property values will decrease within the overlay boundaries.

Mr. Snowden stated he mailed out 300 cards to residents to speak out against this request. Mr. Snowden stated this request does not protect surrounding properties it solely protects the airport. Restrictions are being put on the surrounding property owners, i.e. height, lighting, and density. Buffering is a major concern. This is zoned heavy manufacturing and there are no hours of operation and no limitation on traffic. This is a business. Mr. Snowden is concerned how this will affect property values. Mr. Snowden talked about residents who own property within Zone 1 which will be impacted because the residents will not be able to subdivide. Value is being taken away. Mr. Snowden talks about Zones 2 and 3 and how residents will be affected. Bells Island should be apart of the overlay district. Mr. Snowden is concerned with the interference, disclosure statement, the Airport Board has not made a recommendation on the request and no more airpark neighborhoods. The county is protecting their assets but they are not protecting the citizens around the airport. Mr. Snowden is asking that this request be denied to protect the neighbors of the airport and not the applicant.

Ms. Marshall stated she lives in Wooded Acres and is asking the board to deny this request.

Ms. Snowden stated she does not have a problem with the airplanes and has lived on Maple Road for over 50 years. The county took property from her to lengthen the airport. Ms. Snowden is not in support of the overlay request and she doesn't like the county telling her what she can and cannot do with the rest of her property.

Mr. Jefferies stated the small planes don't bother him. He is concerned with property values decreasing.

Mr. Porter stated the sound factor has increased over the 26 years since they have lived here. He is concerned with property values decreasing. Mr. Porter stated the county has not been fair in the way they have handled this request.

Mr. Woody stated the county has held several public meetings over the past 2 years. Disclaimers seem to be a big issue. An option is to record a disclaimer with the Register of Deeds, or disclaimers may be recorded on a plat. Determining how the airport will grow responsibly and continue to be an economic impact for the county, and be respectful to neighbors is a challenge. Mr. Woody talked about subdivision density and flight paths. Mr. Woody stated the Airport Advisory Board suggested Bells Island be included in the overlay district and the boundaries proposed by staff are taken directly from FAA recommendations.

Mr. West stated the airport is an economic tool for the county and it will grow. Mr. West stated he does sympathize with the property owners that are affected. Mr. West stated some disclosure statements have been put on subdivisions which are next to farm land so the buyer would know there may be dust, noise, or agricultural activity. Mr. West stated he is concerned that the Airport Advisory Board has not had time to discuss this request.

ACTION

Mr. West moved to table PB 11-06 until the next scheduled meeting. Ms. Newbern seconded the motion. Motion carried unanimously.

PLANNING BOARD DISCUSSION (May 10, 2011 meeting)

Mr. Woody stated staff met with the Airport Advisory Board on April 20 and the following issues were discussed: impact zone terminology, residential densities and property values, expansion of the existing Airpark, airport buffering, stormwater ponds and waterfowl, and disclosure requirements. The Airport Advisory Board did not take action on the Overlay District, and staff subsequently requested an additional meeting. This request will be brought back to the Planning Board once the Airport Advisory Board has taken action.

Mr. West stated he received a call from Joanne Snowden concerning being able to give her children or grandchildren property to build a home on that she owns. Ms. Snowden is in a unique situation in that the county acquired some of her property to extend the runway a time back. Now if she wants to give her children or grandchildren property she could only do it one time with the amount of acreage she has. Mr. West is asking that Ms. Snowden be grandfathered and use the same restrictions that are used for any other family subdivision in the county so she can give her children or grandchildren land to build on.

Mr. Woody stated this request is reasonable.

Mr. Clark asked since her property is in the red zone will the FAA have anything to say about it.

Mr. Woody stated the county wants to create an airport environment that allows the county to continue to get funding and promotes compatibility with the surrounding area. Ninety percent of the funding for the airport typically comes from the state through the FAA. Mr. Woody stated that when the airport runway is extended to 7,000 feet and it has a parallel taxi lane this will facilitate an increased amount of air traffic.

The Planning Board talked about the flight path.

ACTION

No action taken.

PLANNING BOARD DISCUSSION (June 14, 2011 meeting)

Mr. Woody reviewed the impact zone terminology, residential densities, expansion of the existing Airpark, stormwater ponds and waterfowl and disclosure requirements.

Mr. Midgette asked Mr. Woody to explain what has been done for Ms. Snowden.

Mr. Woody stated Ms. Snowden's property is located in the red area which is Zone 1. Family subdivisions have been excluded from this requirement so Ms. Snowden would have the ability to divide her property into one acre lots provided these lots are given to her family.

Mr. West asked if this requirement is part of the Unified Development Ordinance (UDO) that specifies in Zone 1 family subdivisions shall have a minimum lot size of five acres.

Mr. Woody stated it is in another part but clarification could be made with this section of the UDO.

Mr. West asked that Zone 2 also be included.

ACTION

Mr. West moved to approve PB 11-06 with the zoning clarification to Zone 1 and Zone 2 due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest and promotes orderly growth and development. Mr. Clark seconded the motion. Motion carried unanimously.

Airport Overlay District UDO AMENDMENT REQUEST

An amendment to the Unified Development Ordinance Chapter 4: Overlay Districts to establish and Airport Overlay District.

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

Item 1: That Chapter 4: Overlay Districts, Section 4.4 is amended by deleting the Residential Airpark Development Overlay provisions and adding the following language:

Section 4.4 Airport Overlay (AO)

4.4.1 Purpose

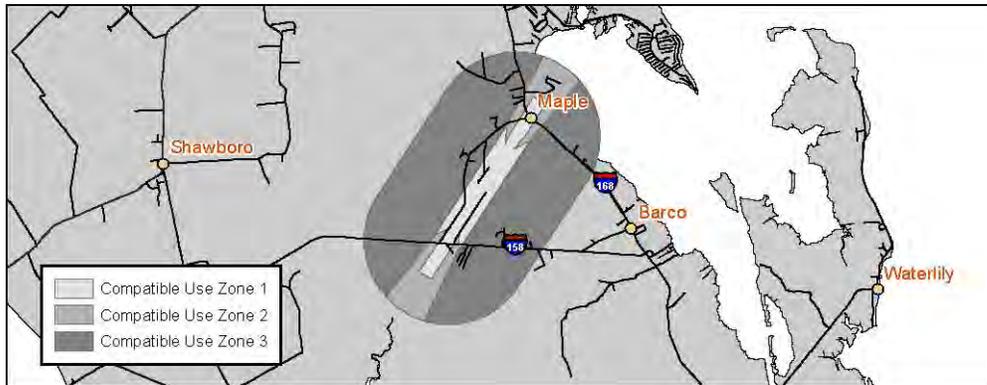
The purpose of the Airport Overlay District is to protect and preserve the Currituck County Regional Airport and surrounding properties from incompatible land uses and to:

- A. Protect and promote the general health, safety, welfare, and economy of the airport area;
- B. Promote and encourage aviation related industries and compatible nonresidential uses to locate in close proximity to the airport;
- C. Protect the character and stability of existing land uses in the vicinity of the airport;
- D. Promote interconnectivity among parcels that encourages the use of multimodal transportation and creates an integrated transportation network;
- E. Preserve natural resources that may be affected by harmful land uses or airport operations;
- F. Promote sustainable development patterns that are consistent with the Maple-Barco Small Area Plan and Airport Layout Plan Update.

4.4.2 Establishment and Applicability

- A. Development and use of properties within the Airport Overlay District shall be subject to the standards of this district. In the case of conflict between the standards of the Airport Overlay District and other standards of this Ordinance, the overlay standards shall control.

- B. The following map depicts the approximate location of the Airport Overlay District. In the case of conflict between the map in this subsection and the Official Zoning Map, the Official Zoning Map shall control.



4.4.3 Airport Compatible Use Zone Requirements

In order to promote and encourage aviation related industries and compatible nonresidential uses to locate in close proximity to the airport, the Airport Overlay District is hereby further divided into compatible use zones as recommended by the Federal Aviation Administration and depicted on the Official Zoning Map. The zones and special requirements are hereby established as follows:

- A. Compatible Use Zone 1: Those areas located within the airport runway protection zone.
1. ~~The subdivision of land for residential purposes, excluding family subdivisions, Major subdivisions shall have a maximum gross density of .25 dwelling units per acre minimum lot size of four acres. The maximum gross density may be increased to .5 dwelling units per acre provided residential construction techniques are designed and certified by an acoustical professional to achieve a minimum outside to inside noise reduction level of 25 decibels (dB). This performance measure shall be achieved by any suitable combination of building design, materials, or construction standards and shall be recorded with the final plat and as a restrictive covenant.~~
 2. Allowable uses shall be limited to detached single-family dwellings, conservation, agriculture, agriculture-supporting businesses, airport operations, aviation related uses, or nonresidential uses that do not exceed an occupancy of ~~five~~ ten people per acre.
- B. Compatible Use Zone 2: Those areas located within the airport approach zone.
1. ~~The subdivision of land for residential purposes, excluding family subdivisions, Major subdivisions shall have a maximum gross density of .33 dwelling units per acre minimum lot size of three acres. The maximum gross density may be increased to .66 dwelling units per acre provided residential~~

construction techniques are designed and certified by an acoustical professional to achieve a minimum outside to inside noise reduction level of 25 decibels (dB). This performance measure shall be achieved by any suitable combination of building design, materials, or construction standards and shall be recorded with the final plat and as a restrictive covenant.

2. Allowable uses shall be limited to detached single-family dwellings, conservation, agriculture, agriculture-supporting businesses, airport operations, aviation related uses, or nonresidential uses that do not exceed an occupancy of 40 people per acre.

C. Compatible Use Zone 3: Those areas located within the airport traffic pattern zone.

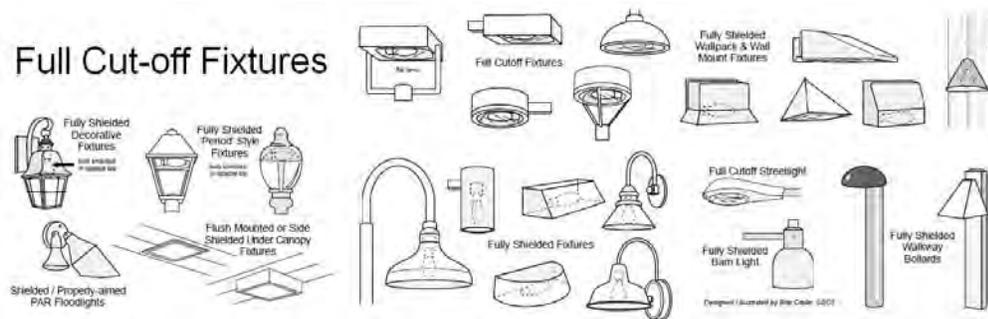
1. The subdivision of land for residential purposes shall be subject to the ~~minimum lot size~~ maximum gross density requirements of the base zoning district.
2. Allowable uses shall be limited to those permitted in the base zoning district, ~~provided gross residential density does not exceed one dwelling unit per acre.~~

4.4.4 Overlay Special Requirements

The following general standards shall apply to all development in the Airport Overlay District:

A. Lighting

1. Floodlights, spotlights, recreational lighting, or other lighting devices that are not shielded or angled to prevent illumination in an upward direction are prohibited. Exterior luminaries installed or utilized for nonresidential uses shall be full cut-off fixtures.



2. Lighting that makes it difficult for pilots to identify airport lights, results in glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport, or otherwise endangers or interferes with the landing, takeoff, or maneuvering of aircraft intending to use the airport is prohibited.

3. The provisions of this subsection shall not apply to airport lighting used for navigational purposes in accordance with Federal Aviation Administration requirements.

B. Interference

1. Electronic impulses or signals that interfere with radio communications between aircraft and the airport or that interfere with established navigation aids are prohibited.
2. Any operation or use that emits smoke, dust, visible fumes or vapors into the atmosphere that would interfere with the safe navigation of aircraft using the airport is prohibited.

C. Disclosures

1. Final subdivision plats, master plans, site specific development plans, or any other document filed as part of any approval process with Currituck County shall contain the following disclosure statement: "All or a portion of this property lies within the Airport Overlay District. Persons on the premises may be exposed to noise and other effects as may be inherent in airport operations. Currituck County has placed certain restrictions on development and use of property within this overlay."
2. Real estate transactions involving properties either wholly or partially located within the Airport Overlay District shall give full written disclosure of the restrictions on development and use of property within this overlay to the prospective purchaser in accordance with the N.C. Residential Property Disclosure Act (NCGS 47E). An Airport Overlay Disclosure Form is available in the Currituck County Development Review Process Manual.

D. Multimodal Transportation

1. An interconnected multimodal transportation system is necessary to promote alternate forms of travel, allow the safe movement of pedestrians between destinations, and provide for passive recreational opportunities. Multimodal connectivity shall be provided to existing or planned street networks, sidewalks, trail systems, or pedestrian destinations as determined by the Technical Review Committee.
2. Within all subdivisions or nonresidential developments, sidewalks shall be required along one side of proposed streets or private drives. The Technical Review Committee may approve an alternative circulation plan provided similar connectivity and accessibility is achieved within the development.

3. Prior to the issuance of any permit for development, parcels abutting US 158 shall reserve a 20 foot public access easement along the property line adjoining the roadway.

E. Natural Resources

1. In no case shall hazardous materials or other harmful substances be stored, handled, treated, used, produced, recycled, or disposed of in a way that would pose a significant hazard to any surface or groundwater resource.
2. The development and use of land shall meet the requirements of the Currituck County Wellhead Protection Plan. Any use or activity determined by the Administrator to pose a significant groundwater hazard to the county's mainland public water supply shall be prohibited.
3. Stormwater management facilities shall be designed, engineered, constructed, and maintained not to attract waterfowl. This may include but is not limited to the use of riparian buffers, vegetative benches, wire gridding, or other techniques approved by the Technical Review Committee.

F. Height Restrictions: in order to carry out the height requirements of this subsection there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to the airport. The location and boundaries of the height restriction zones established by this ordinance are shown on a geographic coverage layer "Airport Height Restriction Zones" that is maintained as part of the County's geographic information system (GIS) under the direction of the Planning Director. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones and height limitations are hereby established and defined as follows:

Zone	Description
Run-way Approach Zone	The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
	Height Restriction
	Slopes 50 feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward 40 feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.
Transitional Zones	Description
	The transitional zones are the areas beneath the transitional surfaces.

	Height Restriction
	Slope seven feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation which is 18 feet above mean sea level. In addition to the foregoing, there are established height limits sloping seven feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, there are established height limits sloping seven feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of 5,000 feet measured at 90-degree angles to the extended runway centerline.
Horizontal Zone	Description
	The horizontal zone is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transition zones.
	Height Restriction
	One hundred fifty feet above the established airport elevation.
Conical Zone	Description
	The conical zone is established as the area that commences at the periphery of the horizontal zone and extends outward there from a horizontal distance of 4,000 feet.
	Height Restriction
	Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.

4.4.5 Nonconformities

- A. Any Residential Airpark Development having been given preliminary plat approval prior to **INSERT ADOPTION DATE** shall be deemed legally nonconforming and subject to the following requirements:
1. Minimum lot size is 40,000 square feet.
 2. Accessory structures (aircraft hangers) shall not be occupied until the principle structure has received a certificate of occupancy.
 3. Right-of-ways shall be a minimum of 60 feet in width, accommodate both aircraft and vehicles, and must be properly maintained by the developers of the residential airpark or their assigns.
 4. Any associated improvements onto airport property shall be paved and maintenance shall be the responsibility of the developers of the residential airpark or their assigns.

Chapter 17 Definitions

Airport Approach Zone

An area that is longitudinally centered on the runway centerline and extends outward and upward from each end of the primary surface. An approach zone is applied to each end of each runway based on the type of approach available or planned for that runway end.

Airport Compatible Use Zone

Defined areas on and off airport property that are zoned to ensure airport compatible land uses. In "Land Use Compatibility and Airports," the Federal Aviation Administration recommends this approach to identify and implement land use controls for low-activity airports without significant aircraft noise exposure contours. The compatible use zones include the airport runway protection zone, the airport approach zone, and the airport traffic pattern zone.

Airport Runway Protection Zone

An area centered along the extended runway centerline that is used to enhance the safety of aircraft operations. The runway protection zone dimensions are functions of the design aircraft, airport conditions, and future development projections.

Airport Traffic Pattern Zone

An area centered on the runway protection zone that is used to enhance the compatibility of uses in close proximity to an airport. The traffic pattern protection zone dimensions are based on total runway length and airport capacity.

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

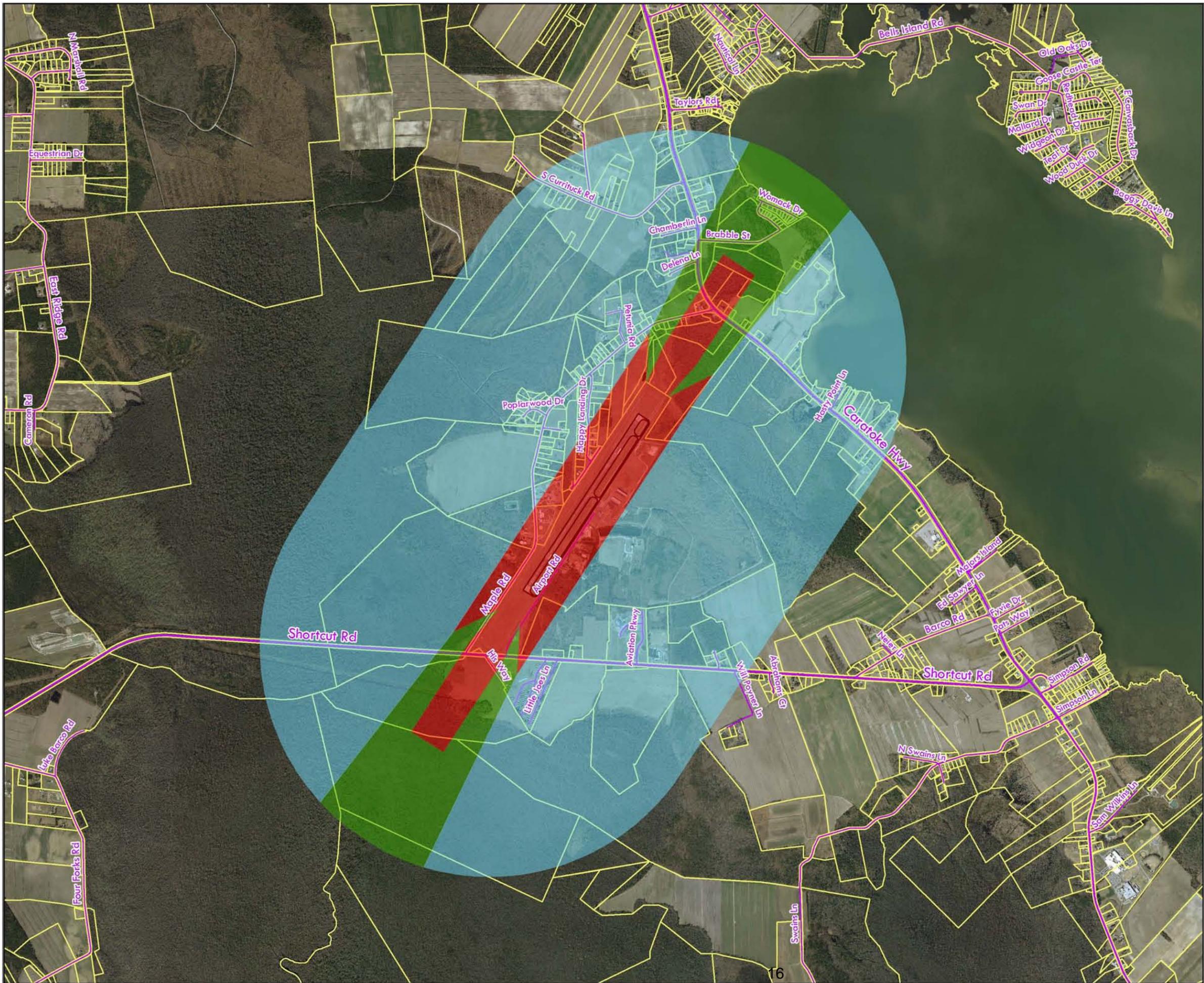
Item 3: This ordinance amendment shall be in effect from and after the _____ day of _____, 201__.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

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

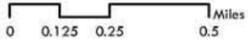
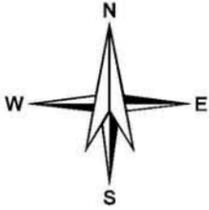
PLANNING BOARD DATE: _____
PLANNING BOARD RECOMMENDATION: _____
VOTE: ____AYES ____NAYS _____
ADVERTISEMENT DATE OF PUBLIC HEARING: _____
BOARD OF COMMISSIONERS PUBLIC HEARING: _____
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____



Airport Overlay Zones

- Compatible Use Zone 1
- Compatible Use Zone 2
- Compatible Use Zone 3

- Streets
- Parcels



Map Produced By:
Currituck County
Planning Department



Currituck County

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

MEMORANDUM

To: Board of Commissioners
From: Planning Staff
Date: September 26, 2011
Re: PB 11-07 Bissell Professional Group Text Amendment

The proposed text amendment submitted by Bissell Professional Group would remove the mandatory age restriction from the Planned Adult Retirement (RET) overlay. Currently, the Unified Development Ordinance requires the permanent resident of each unit within the RET overlay to be at least 55 years of age, excluding a spouse or immediate member of the family, live-in domestic, companion, or nurse. However, no person under the age of 18 may reside in any dwelling unit for more than 90 days.

The proposed amendment suggests RET overlay should be targeted toward retired adults. The decision for an age restricted community in the RET overlay would be at the discretion of the developer and the enforcement would be the responsibility of the homeowner's association.

While the proposed text amendment will affect all future RET Overlay district rezonings there are currently two RET Overlays in the county:

- Waterside Villages, Grandy (converted RV park located in a Full Service area)
- Mill Landing, South Spot Road (proposed)

The 2006 Land Use Plan, Policy HN6 supports diversity of housing for senior citizens that would include active adult retirement communities.

The proposed text amendment is consistent with the land use plan and planning staff recommends **approval** of the request.

The Planning Board recommended unanimous approval at their June 14, 2011 meeting.

PLANNING BOARD DISCUSSION (6-14-11)

Mr. Midgette asked if the residents who are residing in Waterside Villages have been made aware of this request.

Mr. Bissell stated there is a possible 250 units that could be available and approximately nine units are occupied and two of those may be in foreclosure. The development is now owned by Wells Fargo Bank. Mr. Bissell stated Wells Fargo had a community meeting a few months ago. What this request does is it gives the developer and homeowner's association an option to restrict or implement the mandatory age restriction.

Mr. Bell asked if any of the residents were in agreement.

Mr. Bissell stated the report he saw stated the majority of residents were okay with the request.

The Planning Board discussed at what point the developer turns over the development to the homeowner's association.

Mr. Woody stated the UDO requires a transfer when fifty percent of the lots are sold.

Mr. Bissell stated that the majority of lots are owned by the bank which gives them voting rights.

Mr. Woody stated that to have a Planned Adult Retirement Overlay District (RET) with a density bonus, the property would previously have had a campground on it. The proposed text amendment will affect all future RET Overlay district rezonings. There are currently two RET Overlays in the county, Waterside Villages and Mill Landing (proposed). Mr. Woody stated in the new UDO the county is proposing to remove the RET zoning designation.

ACTION

Mr. West moved to approve PB 11-07 due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest and promotes orderly growth and development. Ms. Newbern seconded the motion. Motion carried unanimously.

**Bissell Professional Group
PB 11-07
UDO AMENDMENT REQUEST**

An amendment to Chapter 4 to modify the age restriction for Planned Adult Retirement Overlay Districts.

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

Item 1: That Section 4.5.1 is amended by adding the following underlined language and deleting the following strikethrough language:

4.5.1 Intent

The Planned Adult Retirement Overlay District (RET) may be used only in conjunction with planned adult retirement and/or assisted living community development subject to the issuance of a special use permit. RET designation can be applied for within the following base zoning districts: A, RA, R, RO1, RR and GB. A planned adult retirement community is a tract of land consisting of 10 acres or more under common ownership, containing residential dwelling units (single family, two-family, apartments, condominiums, and similar multi-family dwellings), necessary accessory buildings, and required or permitted social, cultural, recreational, retail, medical, and other commercial type facilities ~~intended for~~ targeted toward retired adults. Properties located within the planned adult retirement overlay will be subject to the requirements of this section in addition to the requirements of the base zoning district.

Item 2: That Section 4.5.4.A. is amended by deleting the following strikethrough language and adding the following underlined language:

~~A. Permanent residents of such facilities must be at least 55 years of age, except that the spouse or an immediate member of the family, or a live-in domestic, companion, or nurse may be a permanent resident regardless of age except in the case of a child. No person under 18 years of age shall reside in any dwelling unit for a period of time exceeding 90 days. The homeowners' association documents and restrictive covenants shall state the age restrictions within the development in order that the association shall enforce those provisions. It is the responsibility of the residents/association to provide evidence that the age restrictions are being met.~~

A. A planned adult retirement community may be age-restricted or age-targeted at the discretion of the developer. The homeowner's association documents and restrictive covenants shall establish the restrictions or targets within the

development. It is the responsibility of the community association to manage and enforce the restrictions that are in effect for the community.

Item 3: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2011.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: ____AYES____NAYS_____

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (“LEASE AGREEMENT”) is made and entered into this ____ day of October 2011, by and between the County of Currituck, North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the “County”) and Sentara Life Care Corporation, a not for profit 501 (c)(3) tax exempt organization, (“Sentara”).

1. Certain Definitions. The following definitions and specifications shall apply in this Lease Agreement:

(a) Sentara’s Notice Address:

Sentara Life Care Corporation
Attn: Vice-President/Division Executive
251 South Newtown Road
Norfolk, VA 23502

Copy to:

Sentara Healthcare
Attn: Director, Corporate Real Estate
835 Glenrock Road, Suite 270
Norfolk, VA 23502
Fax: (757) 252-3101

- (b) **Building:** The structure located at 130 Community Way, Barco, North Carolina 27917 such structure may hereafter be expanded, renovated or improved, together with any other rentable separate or connected structure that may hereafter be constructed on the land described on Exhibit A-1.
- (c) **Demised Premises:** The area of the Building as outlined on the floor plan attached hereto as Exhibit A-2 and by reference made a part hereof, all improvements constructed or hereinafter to be constructed therein, and appurtenant interests in common areas of the Building.
- (d) **Rentable Floor Area of Demised Premises is Deemed to be:** Room No. 122 of the Building consisting of 2,087 square feet as shown on attached Exhibit A-2.
- (e) **Term:** Five (5) years plus any initial partial calendar month beginning with the Rental Commencement Date.
- (f) **Base Year Annual Rent:** \$15.00 per rentable square foot, equaling \$31,305.00 per year, prorated as provided herein.

- (g) Monthly Rent: \$2,608.75 per month.
- (h) Rental Commencement Date: The date a County Certificate of Occupancy is issued for the Demised Premises. Notwithstanding the foregoing, the Rental Commencement Date shall be delayed until that date on which Sentara has received notification and authorization for payment from Medicare.
- (i) Lease Year Anniversary: The annual anniversary of the Rental Commencement Date during the Term.
- (j) Use: Sentara may use the Demised Premises for purposes related to the practice of medicine and delivery of medical services, but for none other without County's prior written consent, but in no event shall Sentara make use of the property which is in violation of any lawful governmental laws, rules or regulation insofar as they might relate to Sentara's use and occupancy of the premises, nor may Sentara make any use of the premises not permitted by any restrictive covenants which apply to the Demised Premises, or which is or might constitute a nuisance or trespass, or which increases the fire insurance premiums (or makes such insurance unavailable to County) on the Building.
- (k) Renewal Option: One five (5) year renewal option based on the increases set forth in the lease after initial term

2. Lease of Premises. County, in consideration of the covenants and agreements to be performed by Sentara, and upon the terms and conditions hereinafter stated, does hereby rent and lease to Sentara, and Sentara does hereby rent and lease from County, the Demised Premises, which includes use of the common areas of the Building in common with other tenants of the Building.
3. Term. The Term shall commence on the Rental Commencement Date and, unless sooner terminated as provided in this Lease Agreement, shall end on the expiration of the period designated in Article 1(e) above. Provided Sentara is not then in default beyond any applicable cure period and has continuously operated in good faith throughout the initial Term of this Lease, Sentara shall have the option to extend the Term for one (1) additional period of five (5) years. Said option shall be exercised, if at all, by written notice to County at least ninety (90) days prior to expiration of the initial Term. All terms and conditions contained herein shall apply during the option period.
4. Upfitting. County shall construct and install in the Demised Premises the improvements described on the attached Exhibit B-(1) which shall include the design, construction and installation of any and all equipment, cabinetry and alternates listed in scope of work and appurtenances thereto. County shall bear the costs of such Sentara Improvements up to but not in excess of an allowance of \$90,000.00. Sentara shall bear all costs in excess of such allowance. Such excess shall be paid

within ten (10) business days from Sentara's receipt of a detailed invoice for such amount. County and Sentara shall approve all costs and change orders related to the Sentara Improvements in writing. In the event of a default or breach of this Lease by Sentara which is not cured during the applicable cure period, the unamortized amount of such Sentara upfit allowance paid by County as of the date of such breach shall be paid to County as additional rent except in the event that County terminates possession of the Premises and Sentara is responsible for payment of the difference between the rent provided herein and the rent to be paid pursuant to a lease entered into by County and a replacement tenant as provided in Section 18 below.

County and Sentara agree that the County shall enter into a contract with Sussex Development Corporation for construction of the Sentara Improvements. County shall provide Sentara a copy of the Construction Contract to review and approve prior to executing the same. Sentara shall be responsible for the costs of completion of any work in addition to that listed on Ex. B(1) so long as Sentara has requested in writing that County complete such work. Upon completion of the work described on Ex. B(1), County shall deliver Sentara a lien affidavit for such work and shall assign Sentara rights to all warranties with respect to the improvements described on Ex. B(1).

The Premises above described shall be constructed as set forth in the Sentara Construction Guidelines attached as Exhibit C. If construction of the Premises is not completed prior to the date set out in Section 1(h), the beginning date of the term shall be deferred until said construction by County of the Premises is completed. County acknowledges that Sentara will incur substantial damages if the construction to be performed by County or the upfit to be performed by County's contractor is not complete in sufficient time for Sentara to occupy the Premises before January 1, 2012. If the Premises are not ready for occupancy by Sentara on or before January 1, 2012, Sentara may terminate this Lease by written notice to County. In the event that Sentara elects not to terminate the Lease due to the delay, County agrees that Sentara shall not be required to occupy the Premises or pay rent hereunder until March 1, 2012.

County, without liability of any kind to Sentara, at any time or times may, at its election and without the consent or approval of Sentara, construct additional improvements to the Building, including improvements adjoining the Premises, and change, alter, remodel, or remove any of the improvements of the Building, other than those on the Premises, so long as access to the Premises isn't obstructed. County, without liability of any kind to Sentara, at any time or times, may also install or emplace in or through the Premises wiring, piping, ducts, or conduits for service of the Premises or other parts of the Building so long as such installations or emplacements do not impair Sentara's ability to use the Demised Premises.

5. Rent.

(a) Sentara shall pay to County as rent, in legal tender of the United States, in the manner hereinafter provided, Annual Rent specified in Article 1(f) above, which shall be payable in equal monthly installments of one-twelfth of the Annual Rent in advance on the first day of every calendar month from and after the Rental Commencement Date and throughout the remainder of the Lease Term. A prorated monthly installment shall be paid in advance for any fraction of a month if the Rental Commencement Date shall occur on any day other than the first day of a calendar month or the Term shall be terminated or shall expire on any day other than the last day of any month.

(b) The Annual Rent Shall be adjusted at the commencement of the second year of the Term, and again at each Lease Year Anniversary thereafter. The adjusted annual Rent shall be determined by increasing the adjusted Annual Rent for the full lease year just completed by three percent (3.0%).

(c) All payments of rent and other payments to be made to the County shall be made on a timely basis, with timeliness determined by the date of receipt at 153 Courthouse Road, Suite 101, Currituck, NC 27929 or at such other place as County may designate from time to time in writing.

6. Services to be Provided by County. Annual Rent, as it may be adjusted from year to year, is expected to cover Sentara's share of the Operating Expenses as provided by the County, and with respect to County's maintenance obligations, labor, materials, supplies, equipment and tools, permits, licenses, inspection and management fees, utilities and cleaning service. (a) Heating and Air Conditioning: The County shall provide or, at no cost to Sentara, shall arrange for the provision of air conditioning on a year-round basis throughout the Building and common areas (as appropriate). The equipment shall maintain a uniform indoor temperature of 74 degrees +/- 2 degrees in summer months and 70 degrees +/- 2 degrees in the winter. All systems shall conform to local and national codes. (b) Subject to curtailment by governmental laws, rules, or regulations, County will provide or will arrange for the Premises such heating apparatus and air conditioning apparatus as may be required to reasonably heat and air condition the Premises during the following periods: On Monday through Friday: From 7:00 a.m. to 10:00 p.m., and on Saturday and Sunday: From 7:00 a.m. to 9:00 p.m. ("Standard Work Week"). Sentara shall not install equipment with unusual demands for any of the foregoing without County's prior written consent, which County may withhold if it determines in its sole opinion such equipment may not be safely used in the Demised Premises or that electrical service is not adequate therefore. So long as County acts reasonably and in good faith, there shall be no abatement or reduction of rent by reason of any of the foregoing services not being continuously provided to Sentara, nor shall any interruption of service constitute either constructive or partial eviction, provided however, if any utility is not available for a period exceeding 72 hours, Sentara shall have the right to terminate this Lease or receive "free rent" for that period that utilities are not provided beyond 72 hours.

County shall not be liable to Sentara for any damage caused to Sentara and its property due to the Premises or any part or appurtenances thereof being or becoming out of repair, or arising from the leaking of gas, water, sewer, or steam pipes, or from electricity providing that causes of said damage are not directly under the care, custody or control of County, its employees or agents or included within County's maintenance obligations. Sentara shall report immediately to County any defective condition in or about the Demised Premises known to Sentara.

(c) County shall supply or will arrange for supply of sufficient electricity to operate all of Sentara's equipment that is customarily utilized in the normal course of its business as well as computers, calculating machines, photocopying machines and other machines. If any electrical equipment requires air conditioning or venting in excess of Building standard, upon the County's written consent allowing such equipment, the same shall be installed at Sentara's expense and Sentara shall pay all operating cost relating thereto.

(d) County shall supply or arrange for supply of hot and cold water from the regular buildings outlets for lavatory and restrooms for drinking purposes. County shall not be liable in damages or otherwise for any failure or interruption of any utility service or other service furnished under this Lease to Sentara or the Premises, and no such failure or interruption shall entitle Sentara to rent abatement or to terminate this lease unless such off set is provided for elsewhere in the lease.

7. Services to be Provided by Sentara. Sentara shall pay for all its own services which it requires for its purposes, other than those to be provided by County under Article 6 above. County shall have no responsibility for continuation or quality of utilities service or of any other service other than those to be provided by County under Article 6 above.
8. Moving of Heavy Objects and Use of Premises For Storage. Sentara shall be liable for the cost of any damage to the Premises or the Building which shall result from the movement of heavy objects in or to or from the Demised Premises. Sentara shall not unduly overload the floor or any part of the Premises and any heavy object stored or used therein shall be stored and placed only at such place or locations as County, if it so elects, shall designate in writing. Without limiting the generality of the foregoing, any live load upon the first floor of the Premises which exceeds one hundred fifty (150) pounds per square foot shall be conclusively considered overloading the floor of the Premises. Any live load upon the Second floor which exceed eighty pounds per square foot shall be conclusively considered overloading the floor.
9. Late Charges. Any rent or other amounts payable to County under this Lease Agreement, if not paid by the fifth day of the month for which such rent is due, or by the due date specified on any invoices from County for any other amounts payable hereunder, shall incur a late charge of five percent (5%) of the amount of payment due. This amount shall be payable to County as compensation for its administrative expense in processing such delinquent payment. In addition, any amount past due

shall accrue interest at the rate of one and one-half percent (1.5%) per month from and after the due date for such payment until paid in full, which amount shall in no event be less than Fifty Dollars (\$50.00). In no event shall the rate of interest payable on any late payment exceed the legal limits for such interest enforceable under applicable law.

10. Use. Sentara shall have the right to use and occupy the Demised Premises for the purpose described in Article 1(j) hereof. In addition, the Demised Premises shall be used only in accordance with all applicable laws, ordinances, rules and regulations of governmental authorities. Sentara agrees not to disturb other tenants in the Building. If Sentara continues to disturb other tenants in the Building after County gives Sentara written notice of such disturbance and requests Sentara to cease from such disturbance, and if Sentara does not cease from such disturbance immediately effective upon receipt of such notice from County, then Sentara will be in default, and the County has the option of terminating Sentara's Lease immediately whereupon Sentara shall vacate Premises immediately upon County's written notice. County may determine in County's reasonable discretion if Sentara's activities constitute a disturbance under this lease. In such a case, Sentara would have no obligation to reimburse County for any unamortized tenant improvements.
11. Maintenance by County. County shall maintain the roof, foundation, exterior wall, and common areas of the Building, together with the Building's plumbing, sewer, heating, air conditioning, ventilation, electrical, wiring and mechanical systems. County is also responsible for maintenance of all parking lots serving the Building and for snow and ice removal from the parking lots and all sidewalks. Sentara will only be responsible for its pro rata share of Common Area repairs, maintenance, etc. Sentara agrees that it shall promptly notify County of need for any such maintenance and repairs. Notwithstanding anything in the Lease to the contrary, Sentara shall be solely responsible for all repairs, maintenance and replacement of the Demised Premises, Building and Common Areas, occasioned by the gross negligence or willful misconduct of Sentara, its servants, agents or employees to the extent not paid to County or County's lender under the terms of any fine, extended coverage, public liability or other insurance. If any repairs are required because of the gross negligent treatment or willful misconduct by Sentara, its agents, or, employees, then County may at its option (i) perform the repairs and charge the cost of such repairs to Sentara, or (ii) require Sentara to promptly perform such repairs.
12. County's Alterations and Improvements. County reserves the right at any time and from time to time (a) to permit changes or revisions in the Building, and Building common areas, including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the walkways, driveways, parking areas and other common areas and (b) to permit the building of additional stories on the Building and to add buildings, structure or improvements to the parcel of land on which the Building is located. County further reserves the right to install, maintain, use, repair and replace pipes, cables, duct work, conduits, utility lines and wires through hung ceiling space and column space within the Demised Premises. County

agrees that it shall use reasonable efforts under the circumstances to minimize interference with the Sentara's business operations in the Demised Premises.

13. Repairs and Alterations by Sentara. Sentara covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good clean condition, reasonable wear and tear and damage by fire or other casualty excepted. Sentara shall make no alterations in, or additions to, the Demised Premises without first obtaining in writing, County's consent for such alterations or additions which consent shall not be unreasonably withheld. County agrees that painting, wall papering, & carpet replacement costing less than \$20,000 will not constitute renovations and shall not require County's approval. All such alterations or additions shall be at the sole cost and expense of Sentara and shall become part of the Demised Premises and shall be the property of the County, with the exception of those items of equipment and other additions to be made by Sentara listed on the attached Exhibit C, which shall not become part of the Demised Premises and shall remain the property of the Sentara.

14. County's Right of Entry. County shall retain duplicate keys to all doors of the Demised Premises and County and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours upon notice to inspect and examine same, to make repairs, additions, alterations and improvements, to exhibit the Demised Premises during the last six (6) months of the Lease Term to prospective tenants, and to inspect the Demised Premises to ascertain that Sentara is complying with all of its covenants and obligations hereunder; provided, however, that County shall, except in case of emergency, afford Sentara such prior written notification of an entry to the Demised Premises as shall be reasonably predictable under the circumstances, and the exercise of any right under this Article which does not interfere with the Sentara's business operations in the Demised Premises. During such time as any emergency work is being carried on in or about the Demised Premises, the rent provided herein shall not abate, and Sentara waives any claim or cause of action against County for damages by reason of interruption of Sentara's business or loss of profits therefrom because of the prosecution of any such work or any part thereof. When emergency work prevents Sentara from conducting business within the Demised Premises, County will deduct the appropriate rent equal to days Sentara was not able to conduct business. If Sentara is not able to resume business within the Demised Premises within 60 days, Sentara shall have the right to terminate this agreement with written notice and neither party shall have any further financial obligations to the other.

15. Insurance.

(a) County shall carry at its sole expense and during the Term fire and extended coverage insurance insuring County's interest in the Building and the improvements thereto, such insurance coverage to be in an amount equal to the full replacement value of the Building and improvements thereto, as such may increase from time to time.

(b) Sentara shall carry during the Term one or more policies of insurance, insuring Sentara, County and any other person reasonably designated by County against any and all liability for injury to, or death of, a person or persons, or for damage to property as follows:

- (i) general liability coverage insuring Sentara, County and any other person reasonably designated by County against any and all liability for injury to or death of a person or persons or for damage to property occasioned by or arising out of construction work on the Demised Premises by a contractor hired by it, or arising out of the condition, use, or occupancy of the Demised Premises, or in any way occasioned by or arising out of the activities of its agents, contractors, employees, guests, or licensees in the Demised Premises, such policy or its policies to have combined single limit of not less than \$1,000,000.00; and
- (ii) umbrella liability coverage insuring Sentara, County, and any other person reasonably designated by County, which policy shall not be in the amount of less than \$1,000,000.00, with such coverage to be secondary to the coverage afforded by the general liability policy or policies referred to in subsection (i) above.

(c) All insurance policies procured and maintained by each party pursuant to this Article shall name the other party and any additional parties designated by the other party as additional insureds shall be carried with companies licensed to do business in the State of North Carolina reasonably satisfactory to the other party. Such duly executed certificates of insurance with respect thereto, shall be delivered to the other party prior to the Rental Commencement date, and shall be delivered to the other party prior to the expiration of each respective policy term.

(d) Sentara shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon, or about the Premises which contravenes County's insurance policies or which shall prevent County from securing any policies in companies acceptable to County or which shall cause an increase in the rate payable by County from that existing at the beginning of the term hereof. If, however, during the term hereof, as a result of any act or neglect of Sentara, its invitees, agents, employees, or representatives, the rates for any of County's insurance increases over the rate existing at the beginning of the term, in addition to all other remedies County may have hereunder, Sentara, on demand, shall pay to County, as an additional charge, a sum equal to the increase in the cost of such insurance. Sentara shall have no interest in or claim to any portion of the proceeds of any insurance maintained by County hereunder. Sentara shall promptly notify County, in writing, of damage to the Premises, however arising, including damage as a result of fire, casualty, or accident.

(e) The parties hereto agree to use their best efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried pursuant to this Section 15 endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive prior to a loss any or all right of recovery against any party for loss occurring to the property described herein". Each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

16. Nonliability of County. County and or its agents shall not be responsible or liable to Sentara for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Building adjacent to or connected with the Demised Premises hereby leased or any other part of the Building or any persons transacting any business in the Building or present in the Building for any purpose, or for any loss or damage resulting to Sentara or its property from burst, stopped or leaking water, gas, sewer, sprinkler or steam pipes or plumbing fixtures or from any failure of or defect in any electric line, circuit, or facility unless due to the acts or omissions of County, its agents, employees or representatives or the failure of County to fulfill its obligation under this Lease. In addition, County shall not be liable for any property stolen or taken from the Premises by any person or persons, except any agent, servant, or employee of County.

17. Default.

(a) The following events shall be deemed to be events of default by Sentara under this Lease Agreement: if (i) Sentara shall fail to pay within 5 days of when due, any installment of rent or any other charge or assessment against Sentara pursuant to the terms hereof, and shall fail to cure such nonpayment within ten (10) days after written notice of such default shall have been given to Sentara; provided, however, that if Sentara shall default in the payment of any installment of rent or any other charge or assessment against Sentara pursuant to the terms hereof and any such default shall be repeated more than twice during any period of twelve months, notwithstanding that such default shall have been cured within the period after notice as above provided, any further similar default shall be deemed to be deliberate and the County thereafter may pursue its remedies for default under this Article without affording to the Sentara an opportunity to cure such default; (ii) Sentara shall fail to comply in any material respect with any term, provision, covenant or warranty by Sentara under this Lease Agreement, other than the payment of the rent or any other charge or assessment payable by Sentara, and shall not cure such failure within thirty (30) days after written notice thereof to Sentara, unless such matter cannot reasonably be cured within thirty (30) days, in which event Sentara shall not be in default so long as Sentara undertakes such cure within thirty (30) days and completes such cure in a timely and diligent manner thereafter; (iii) Sentara or any guarantor of this Lease Agreement shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (iv) Sentara or any guarantor of this Lease Agreement shall file a petition under the federal Bankruptcy Code, as amended, or under any similar

law or statute of the United States or any State thereof, or shall be filed against Sentara or any guarantor of this Lease Agreement a petition in bankruptcy or insolvency or similar proceeding that is not dismissed within ninety (90) days, or Sentara or any guarantor shall be adjudged bankrupt or insolvent in proceedings filed against Sentara or any such guarantor; (v) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Sentara or of any guarantor of this Lease Agreement; (vi) Sentara shall abandon or vacate all or any portion of the Demised Premises, provided however that so long as Sentara is current in its payment of rent, there shall be no abandonment of the Demised Premises. Sentara's failure to take possession thereof as provided in this Lease Agreement; or (vii) Sentara shall do or permit to be done anything which creates a lien upon the Demised Premises that is not released or bonded off within thirty (30) days after Sentara receives notice thereof; (viii) Sentara does not comply with all of the rules and regulations in whole set forth in this Lease and as may be amended by County.

Upon the occurrence of any of the aforesaid events of default, County shall have the option to pursue any one or more of the following remedies upon notice to the Sentara: (i) terminate this Lease Agreement, in which event Sentara shall immediately surrender the Demised Premises to County and if Sentara fails to do so, County may without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises and expel or remove Sentara and any other person who may be occupying said Demised Premises or any part thereof, without being liable for prosecution or any claim of damages therefore with respect to any reasonable action taken by County; Sentara hereby agreeing to pay County on demand an amount equal to together with the County's reasonable expenses, including without limitation, reasonable attorneys' fees, at hourly rates customarily charged, that the County may incur in terminating this Lease Agreement and recovering the amounts due under this clause; (ii) enter upon and take possession of the Demised Premises and expel or remove Sentara and any other person who may be occupying said Demised Premises or any part thereof, without being liable for prosecution or any claim of damages therefore with respect to any reasonable action taken by County, and, if County so elects, make such alterations, redecoration and repairs as, in County's reasonable judgment, may be necessary to relet the Demised Premises, and relet the Demised Premises on such terms as County may reasonably deem advisable, without advertisement, and by private negotiations, and receive the rent therefore, Sentara hereby agreeing to pay to County the Deficiency, if any, between all rent reserved hereunder and the rent obtained by County upon re-letting, if any, for each month of the period that otherwise would have constituted the balance of the Term hereunder; and Sentara hereby agrees to pay such deficiency in monthly installments on the rent due dates specified in this Lease Agreement, and any suit or proceeding brought to collect the deficiency for any month, either during the Term or after any termination thereof, shall not prejudice or preclude in any way the rights of the County to collect the deficiency for any subsequent month by a similar suit or proceeding; and Sentara shall be liable for County's reasonable expenses in restoring the Demised Premises and all reasonable costs incident to such re-letting, including broker's commissions; or (iii) enter upon the Demised Premises by force if necessary,

without being liable for prosecution or any claim of damages for any reasonable actions taken by County, and do whatever Sentara is obligated to do under the terms of this Lease Agreement; and Sentara agrees to reimburse County on demand for any reasonable expenses including, reasonable attorneys' fees at hourly rates customarily charged which County may incur in thus effecting compliance with Sentara's obligations under this Lease Agreement and Sentara further agrees that County shall not be liable for any damages resulting to Sentara from such reasonable action, whether caused by negligence of County or otherwise, unless caused by the gross negligence or willful wanton misconduct of County.

(b) Pursuit of any of the foregoing remedies by County shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies, thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any rent or other charges and assessments payable by Sentara and due to County hereunder or of any damages accruing to County by reason of violation of any of the terms, covenants, warranties and provisions herein contained. No action taken by or on behalf of County shall be construed to be an acceptance of surrender of this Lease Agreement other than express written statement to such effect signed by County. Forbearance by County to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which County may suffer by reason of termination of this Lease Agreement or the deficiency arising by reason of any reletting of the Demised Premises by County as above provided, allowance shall be made for the reasonable expense of repossession. Sentara further agrees that County may obtain an order for summary ejectment from any court of competent jurisdiction without prejudice to County's rights to otherwise collect Rent from Sentara. All rights and remedies of County are cumulative, and the exercise of any one shall not be an election excluding County at any other time from exercise of a different or inconsistent remedy. No exercise by County of any right or remedy granted herein shall constitute or effect a termination of this Lease unless County shall so elect by written notice delivered to Sentara. No waiver by County or any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time, and acceptance of rent by County, even with knowledge of a default by Sentara, shall not constitute a waiver of such default.

18. Waiver of Breach; Cumulative Rights. No waiver by either party of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease Agreement shall be construed as a waiver of said covenant, warranty, provision agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease Agreement shall continue in full force and effect as if no breach had occurred. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but restrictive of, or in lieu of those conferred by law.

19. Assignment – Sublease. Sentara may not encumber this Lease, and may not assign this Lease, sublet any part or all of the Demised Premises other than to an affiliate of Sentara without the written consent of County first had and obtained, which County may not unreasonably withhold or delay. Any assignment or sublease to which County may consent (one consent not being any basis to contend that County should consent to a further change) shall not relieve Sentara of its obligations hereunder. In no event shall this Lease be assignable by operation of any law, and Sentara's rights hereunder may not become, and shall not be listed by Sentara as an asset under any bankruptcy, insolvency or reorganization proceedings. Sentara is not, may not become, and shall never represent itself to be an agent of County, and Sentara expressly recognizes that County's title is paramount, and that it can do nothing to affect or impair County's title.

20. Destruction.

(a) If the Demised Premises are damaged by fire or other casualty, County shall use its best efforts to have the same repaired or rebuilt as speedily as practical under the circumstances, unless this Lease Agreement is terminated as provided in subparagraph (b) of this section, and during the period required for restoration, a just and proportionate part of rent and all other charges reserved hereunder shall be abated until the Demised Premises are repaired or rebuilt.

(b) If the Demised Premises are (i) damaged to such an extent that repairs cannot reasonably be completed within one hundred twenty (120) days after the date of after the casualty or (ii) damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or (iii) damaged or destroyed during the last six (6) months of the Lease Term and Sentara does not exercise any option to renew this Lease for a succeeding term, then and in any such event County or Sentara may at either party's option terminate this Lease Agreement by notice in writing to the other party within sixty (60) days after the date of such occurrence. Unless County or Sentara elects to terminate this Lease Agreement as hereinabove provided, this Lease Agreement will remain in full force and effect and County shall repair such damage at its expense as expeditiously as possible under the circumstances.

(c) If the County should elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, such obligation shall be limited to the original Demised Premises. If the cost of performing such repairs exceeds the actual proceeds of insurance paid or payable to County (or that would have been payable had County maintained the coverage under Article 15 of this Lease) on account of such casualty, County may terminate this Lease Agreement unless Sentara, within fifteen (15) days after demand therefore, deposits with County a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose.

(d) In no event shall County be liable for any loss damage sustained by Sentara by reason of casualties mentioned hereinabove or any other accidental casualty not caused by negligent act or omission of County.

(e) If County should elect or be obligated pursuant to subparagraph (a) above to repair or rebuild because of any damage or destruction, and such repair or rebuilding is not substantially completed with one hundred eighty (180) days after the date of the casualty, the Sentara may elect terminate this Lease Agreement by notice in writing to the other party within fifteen (15) days after the date of such occurrence.

21. Removal of Fixtures, Equipment and Effects. Sentara shall, upon expiration or termination of the Lease Term or any renewal thereof, remove all personalty, trade fixtures and equipment which it has placed upon the Demised Premises, and Sentara shall restore the Demised Premises to the condition immediately preceding the time of installation thereof, reasonable wear and tear, damage by fire or other casualty and repairs the County is required to make hereunder, excepted. If Sentara shall fail or refuse to remove all of Sentara's effects, personalty, trade fixtures and equipment from the Demised Premises within 5 days of the expiration or termination of this Lease Agreement for any cause whatsoever, County may, at its option, remove the same in any reasonable manner that County shall choose and store said effects, equipment and personalty without liability for any loss or damage thereto, and the County shall provide the Sentara with written notification of the location of such property. Sentara shall pay County on demand any and all reasonable expenses incurred by County in such removal and storage, including, without limitation, court costs, reasonable attorney's fees at hourly rates customarily charged, and storage charges. County, at its option, may deem such stored property of the Sentara to be abandoned if, after thirty (30) days written notice to Sentara by County, Sentara has failed to retrieve the same, and County in such case may thereafter proceed, without notice, to sell said effects, equipment and personalty or any part thereof at public or private sale and without legal process for such price as County may obtain, and apply the proceeds of such sale to any amounts due under this Lease Agreement from Sentara to County after first paying the expense incident to the removal, storage and sale of said effects, equipment and personalty. The covenants and conditions of this Article shall survive any expiration or termination of this Lease Agreement.

22. Time. Time is of the essence of this Lease Agreement, and whenever a certain day is stated for payment or performance of any obligation of Sentara or County, the same enters into and becomes a part of the consideration hereof.

23. Subordination, Attornment and Nondisturbance. (a) Sentara agrees that this Lease Agreement shall be subordinate (or superior, if required by County or County's mortgagee) to any mortgage, deed of trust or other security instrument now or hereafter encumbering the Demised Premises or any component thereof, and to all advances made or hereafter to be made upon the security thereof so long as the mortgagee and any other necessary parties shall agree in writing reasonably satisfactory to the Sentara that the Sentara's permitted use of the Demised Premises

and its other rights and remedies under this Lease Agreement will not be disturbed so long as the Sentara is not in default hereunder beyond any applicable cure period. The terms of this provision shall be self-operative and no further instrument of subordination shall be required.

24. Quiet Enjoyment. If Sentara promptly and punctually complies with each of its obligations hereunder within any applicable cure period, it shall peacefully have and enjoy the possession of the Demised Premises during the Term of this Lease.
25. Memorandum of Lease. Upon request by either party, with the requesting party bearing the expense, County and Sentara agree to execute a memorandum of this Lease containing the information required by the laws of North Carolina for recordation in the office of Register of Deeds of Currituck County, North Carolina. Neither party shall record this Lease without the prior written consent of the other party.
26. Holding Over. If Sentara remains in possession after expiration or termination of the Lease Term without County's written consent, Sentara shall become a month-to-month tenant, and there shall be no renewal of this Lease Agreement by operation of law. During the period of any such holding over, all provisions of this Lease Agreement shall be and remain in effect except that the monthly rent shall be 103% of the amount of rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease Agreement shall not be construed as County's consent for Sentara to hold over.
27. Surrender of Premises. Upon the expiration or other termination of this Lease Agreement, Sentara shall quit and surrender to County the Demised Premises, broom clean, in the same condition as at the Rental Commencement Date, reasonable wear and tear, damage by fire or other casualty and omitted repairs of the County only excepted, and Sentara upon written notice from County shall remove all of its personal property from the Demised Premises. Sentara's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease Agreement. Any personal property of the Sentara which shall remain in the Premises after the expiration or termination of the term or the Sentara's right of possession shall be deemed to have been abandoned by the Sentara and may be retained by the County as its property or disposed of in such manner as County may see fit; any proceeds from the sale thereof shall belong to the County.
28. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, whether actually received or not, on the third day after the date deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to County or Sentara at their respective address set forth hereinabove or at such other address as either party shall have theretofore given to the other by notice as herein provided or upon receipt if hand-delivered to such address.

29. Damage or Theft of Personal Property. All personal property brought into Demised Premises by Sentara, or Sentara's employees or business visitors, shall be at the risk of Sentara only, and County shall not be liable for theft thereof, or any damage thereto, occasioned by any act of co-tenants, occupants, invitees or other users of the Building.

30. Eminent Domain. (a) If title to any part of the Demised Premises or access thereto is taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain, such that reasonable amount of reconstruction thereof will not result in the Demised Premises being a practical improvement and reasonably suitable for use for the purpose for which they are designed, then in either event, this Lease Agreement shall terminate on the date that the condemning Sentara actually takes possession of the part so condemned or purchased.

(b) If this Lease Agreement is terminated under the provisions of this Article, rent shall be apportioned and adjusted as of the date of termination. Sentara shall have no claim against County or against the condemning Sentara for the value of any leasehold estate or for the value of the unexpired Lease Term provided that the foregoing shall not preclude any claim that Sentara may have against the condemning Sentara for the unamortized cost of leasehold improvements, to the extent the same were installed at Sentara's expense, or for loss of business, moving expenses or other consequential damages in accordance with Subparagraph (d) below.

(c) If there is a partial taking of the Demised Premises, or access thereto, and this Lease Agreement is not thereupon terminated under the provisions of this Article, then this Lease Agreement shall remain in full force and effect, and County shall, within a reasonable time thereafter and at County's sole cost and expense, to repair or reconstruct the remaining portion of the Demised Premises or access to it to the extent necessary to make the same a complete architectural unit; provided that in complying with its obligations hereunder County shall not be required to expend more than the net proceeds of the condemnation award, which are paid to County, and provided further that there shall be an abatement of the rent and all other charges reserved hereunder during any period in which the Demised Premises shall be rendered untenable as a result of such partial taking. Sentara may terminate this Lease by written notice to County in the event that such repair or reconstruction work is not completed within one hundred eighty (180) days of the taking date.

(d) All compensation awarded or paid to County upon a total or partial taking of the Demised Premises for County's interest therein shall belong to and be the property of County without any participation by Sentara. Nothing herein shall be construed to preclude Sentara from prosecuting any claim directly against the condemning Sentara for loss of business, for damage to, and cost of removal of, trade fixtures, furniture and other personal property belonging to Sentara, and for the unamortized cost of leasehold improvements to the extent same were installed at Sentara's expense, provided, however, that no such claim shall diminish or adversely affect County's award.

31. Parties. The term “County” as used in this Lease Agreement, shall include County and its assigns and successors in title to the Demised Premises or this Lease. The term “Sentara” shall include Sentara and its successors, and shall also include Sentara’s assignees and subtenants, if this Lease Agreement shall be validly assigned or the Demised Premises sublet for the balance of the Lease Term or any renewals or extensions thereof. In addition, County and Sentara covenant and agree that County’s right to transfer or assign County’s interest in and to the Demised Premises, or any part or parts thereof, shall, subject to other provisions of this Lease, be unrestricted, and that in the event of any such transfer or assignment by County which includes the Demised Premises, County’s obligations to Sentara hereunder shall cease and terminate for any obligations arising thereafter.
32. Force Majeure. Except as expressly provided herein, in the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond party’s control (collectively “force majeure”) resulting in County’s inability to supply the services or perform the other obligations required of County hereunder, this Lease Agreement shall not terminate and Sentara’s obligation to pay rent and all other charges and sums due and payable by Sentara shall not be affected or excused except as otherwise provided in this Lease and County shall not be considered to be in default under this Lease Agreement. If, as a result of force majeure, Sentara is delayed in performing any of its obligations under this Lease Agreement, other than Sentara’s obligation to take possession of the Demised Premises on or before Rental Commencement Date and to pay rent and all other charges and sums payable by Sentara hereunder, Sentara’s performance shall be excused for a period equal to such delay and Sentara shall not during such period be considered to be in default under this Lease Agreement with respect to the obligation, performance of which has thus been delayed.
33. Indemnification. (a) To the extent authorized by law, Sentara hereby indemnifies County, its agents and employees from, and agrees to hold County, its agents and employees harmless against any and all liability, loss, cost, damage or expense, including all reasonable attorney’s fees at hourly rates customarily charged and other reasonable expenses incurred by the County in defense of any claim in connection with the Demised Premises and involving damage or injury to County or County’s successors or assigns, the Demised Premises, or any other party or parties, person or persons, if due to the gross negligence of the Sentara, or any of its employees, servants, agents or representatives, or otherwise occurring in connection with any default of the Sentara hereunder, if such claim is not also due to the breach, fault or neglect of County. The provisions of this Article shall survive any termination of this Lease Agreement.
- (b) To the extent authorized by law, County hereby indemnifies Sentara, its agents and employees from, and agrees to hold Sentara, its agents and employees harmless against any and all liability, loss, cost, damage or expense, including all reasonable attorney’s fees at hourly rates customarily charged and other reasonable expenses incurred by the Sentara in defense of any claim in connection with the Demised Premises and involving damage or injury to Sentara or Sentara’s successors or assigns,

the Demised Premises, or any other party or parties, person or persons, if due to the gross negligence of the County, or any of its employees, servants, agents or representatives, or otherwise occurring in connection with any default of the County hereunder, if such claim is not also due to the breach, fault or neglect of Sentara. The provisions of this Article shall survive any termination of this Lease Agreement.

34. Dispute. Except for nonpayment of rent by Sentara hereunder, any dispute as to any matter provided for this Lease Agreement will be settled in a court of competent jurisdiction with venue in Currituck County, North Carolina.
35. Severability. If any clause or provision of the Lease Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease Agreement shall not be affected thereby.
36. Entire Agreement. This Lease Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given either party hereunder, or to insist upon strict compliance by either party with any obligation of the other party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of each party's right to demand exact compliance with the terms hereof.
37. Headings. The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease Agreement.
38. County's Default. Notwithstanding anything in this Lease Agreement to the contrary, there shall be no enforceable default against County under any provisions of this Lease unless Sentara shall give County notice of such default in which Sentara shall specify the default or omission complained of, and the County shall have thirty (30) days (except in the case of emergency, in which event the time frame shall be shortened as appropriate under the circumstances) after receipt of such notice in which to remedy such default, or if such default or omission shall be of such a nature that the same cannot be cured within thirty (30) days, then the same shall not be in an enforceable default if the County shall have begun taking the required steps to cure or remedy such default within such thirty-day period and diligently proceeds with the correction thereof thereafter. If the County defaults in the performance of any of its obligations under this Lease Agreement, and fails to cure such default within the time provided in this Article, Sentara may, but shall not be obligated to, remedy such default and all reasonable sums expended or obligations reasonably incurred by the Sentara in connection therewith shall be paid by County to Sentara upon demand; provided, however, that the County shall have the right to contest the necessity of such remedial measures and/or the amounts expended for such remedial measures in a court of competent jurisdiction. Any amount awarded to the Sentara, or any amount acknowledged to be owed to the Sentara by the County, may, in addition to any other right or remedy that Sentara may have, be deducted from subsequent installments of

any rental or other obligations that from time to time thereafter become due to the County from Sentara if County fails to reimburse Sentara as required by this Article.

39. Signs and Advertising Matter. Sentara may not erect, install, place or suffer to be placed or display any sign or advertising material upon the Demised Premises, the walls thereof, or in any window therein, or on any sign, awning, canopy, marquee, advertising matter, decoration, lettering, or any other thing of any kind without the prior written consent of County. County shall furnish, install and maintain a building directory at a convenient location in the lobby listing the name of Sentara and the room number of Sentara's entrance office. Sentara shall not permit, allow, or cause to be used in or at the Premises any advertising media or device such as radio, computer, public address systems, sound production or reproduction devices, mechanical or moving display devices, motion pictures, television devices, excessively bright lights, changing, flashing, flickering, or moving lights or lighting devices, or any similar devices, satellites, computer equipment, fiber optic equipment, technological equipment and the like, the effect of which shall be visible or audible from the exterior of the Premises and or have an excessive power and or utility requirement.
40. County's Performance of Sentara's Covenants. Notwithstanding any provisions contained herein to the contrary, should Sentara, after any required written notice from County, fail to do any of the things required to be done by it under the provisions of this Lease, within thirty (30) day (Cure Period), County in addition to any and all other rights and remedies, may, but shall not be required to, do the same or cause the same to be done, and the reasonable amount of any money expended by County in connection therewith shall constitute additional Rent for the Lease Term or either of the Extended Lease Terms, due from Sentara to County and shall be payable as Rent on the date for payment of such rent immediately following such expenditure. Notwithstanding the foregoing, should Sentara not be able to complete the items set forth in the written letter of notifications within the cure period, so long as the items are in progress of being rectified and Sentara is making a "good faith effort", Sentara shall be afforded additional reasonable time to complete such cure.
41. Employee Parking. County agrees to provide and maintain a paved parking area for Sentara, its employees, agents and business invitees (to be used in common with other tenants, their employees, agents and invitees of the Building). Sentara, its invitees, customers and employees shall have the right, in common with all other tenants to utilize such parking spaces in the Common Area, subject however to County's reasonable rules and regulations governing parking. Subject to the other provisions of this Lease, Sentara shall have free non-exclusive use of parking facilities and driveways for vehicles of Sentara, Sentara's employees, Sentara's business invitees and Sentara's agents, from 6:00 a.m. through 11:00 p.m. each day of the week. Such areas for non-exclusive parking spaces shall serve all tenants, their employees, business invitees and agents. Sentara shall not at any time park any trucks or any delivery vehicles in the parking areas or driveways, except as specifically designated and authorized in writing by County from time to time. Sentara shall require all trucks servicing Sentara to be promptly loaded or unloaded and removed from the site.

Sentara covenants and agrees to enforce the provisions of this Lease against Sentara's employees and business invitees. County may: (a) police said parking facilities; (b) provide parking attendants; (c) cause unauthorized motor vehicles, bikes, scooters, and the like to be towed away at the sole risk and expense of the owner of such motor vehicle, bike, scooter, and the like; (d) provide exclusive parking facilities for the handicapped, visitors, and tenants and their employees; (e) use any portion of the parking facilities and deny access to the same temporarily in order to repair, maintain or restore such facilities, to construct improvements under, over, along, across and upon the same, to grant easements upon the same for the benefit of the site, and to grant easements in the parking facilities to public and quasi-public authorities; and (f) adopt and modify from time to time rules and regulations for parking and vehicular ingress, egress, speed, no parking, no standing, times and places for move-in, move-out and deliveries, and similar matters.

51. Title and Authority of County. County represents and warrants to Sentara that County owns fee simple title to Demised Premises and Building and that County has all requisite authority to enter into this Lease with Sentara.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

COUNTY OF CURRITUCK,
NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

(COUNTY SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Currituck County Finance Officer

SENTARA LIFE CARE CORPORATION

By: _____
President

ATTEST:

Clerk/Secretary to Sentara

(SENTARA SEAL)

EXHIBIT A-1

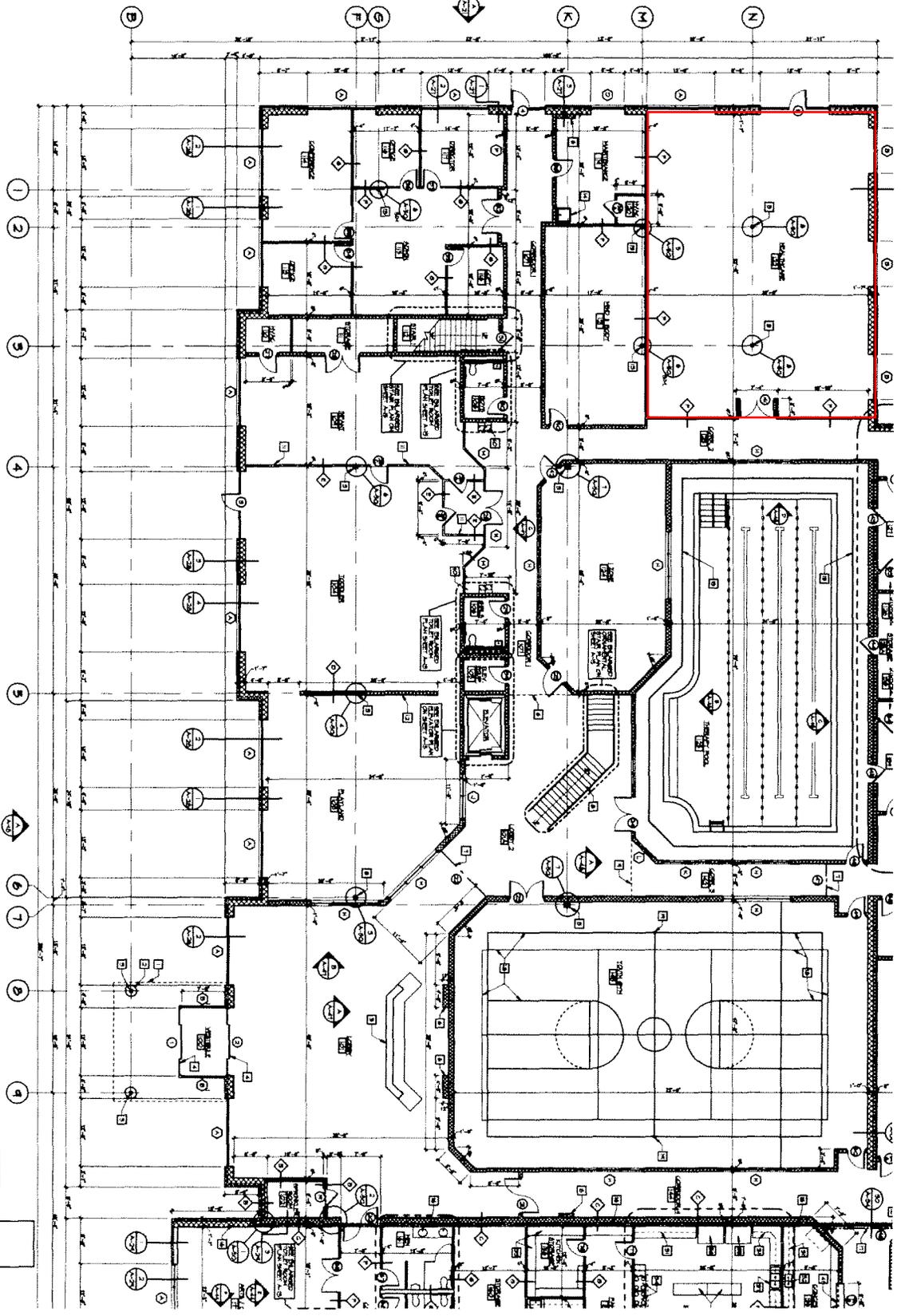
LEGAL DESCRIPTION

That certain lot or parcel of land situated in Crawford Township, Currituck County, North Carolina and more particularly described as follows:

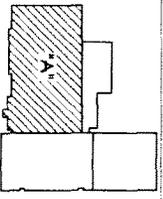
That certain tract or parcel of land situated in Crawford Township, Currituck County, North Carolina, said tract being shown and delineated on that certain map entitled in part "BOUNDARY SURVE, DUNSTON HEIRS PROPERTY", said map being prepared by Quible & Associates, P.C. dated November 17, 2004, which said map is incorporated herein by reference and recorded in Plat Cabinet I, Slide 66, in the Currituck County Public Registry. The same is two tracts, one consisting of 33.48 acres, and the second tract consisting of approximately 2.43 acres.

Exhibit A-2 Floor Plan

PARTIAL FIRST FLOOR PLAN "A"



1ST FLOOR KEY PLAN



MARK & WOODWARD
ALLA

1100 GRANITE STREET
NORFOLK, VIRGINIA, 23510
TEL (757) 646-4400
FAX (757) 646-5814



YMCA OF SOUTH
HAMPTON ROADS

112 NORTH STREET
NORFOLK, VIRGINIA 23510



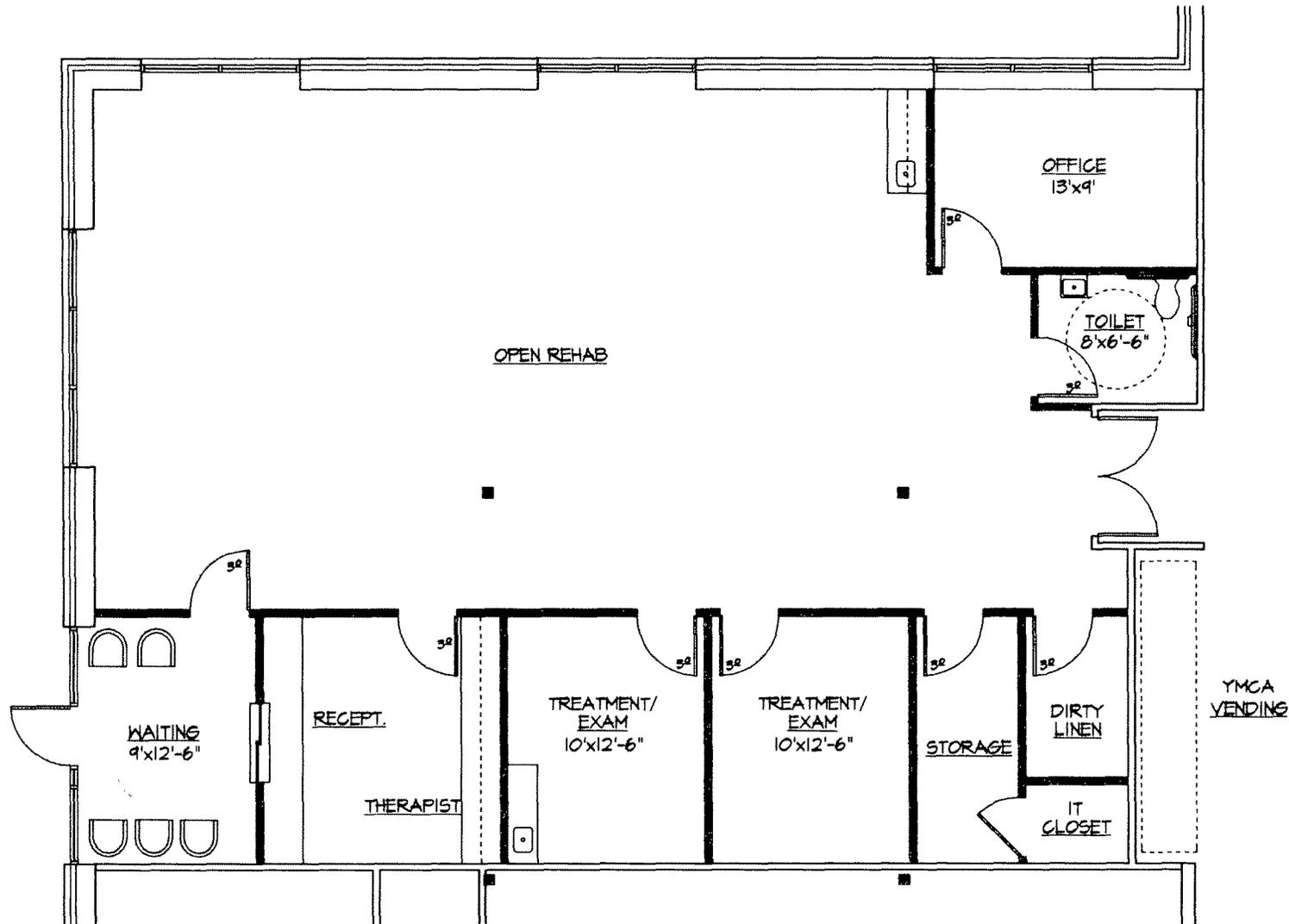
NEW
CURRITUCK
FAMILY
YMCA

131 COMMERCE WAY
RAMOX, NORTH CAROLINA 27917

PARTIAL FIRST FLOOR PLAN "A"



SCALE: 1/8" = 1'-0"
JOB NO. 090111



PROPOSED FLOOR PLAN - SENTARA HEALTH CARE RM. 122
REVISION #2 1/8" = 1'-0"

MARK K. WOODARD
A.L.A.

1100 GRANBY STREET
 SUITE 201
 NORFOLK, VIRGINIA 23510

TEL. (757) 466-1400
 FAX (757) 466-3014



YMCA OF SOUTH HAMPTON ROADS

512 BUTE STREET
 NORFOLK, VIRGINIA 23510



NEW CURRITUCK FAMILY YMCA

130 COMMUNITY WAY
 HARRISBURG, NORTH CAROLINA

PROPOSED FLOOR PLAN FOR
 SENTARA HEALTH CARE

DATE: 07/01/11

JOB NO: 09011.11



1100 GRANT STREET
SUITE 301
NORFOLK, VIRGINIA 23510
TEL (757) 446-1400
FAX (757) 446-5014



YMCA
OF
SOUTH
HAMPTON ROADS
COMMUNITY OFFICE
230 W. BRAMBLETON AVENUE
SUITE 100
NORFOLK, VIRGINIA 23510



NEW
CURRITUCK
FAMILY
YMCA
130 COMMUNITY WAY
SABO, NORTH CAROLINA 27917

FLOOR PLAN, CEILING PLAN,
PARTITION TYPE, SERVICE
TOILET ROOM PLAN,
& INTERIOR ELEVATIONS



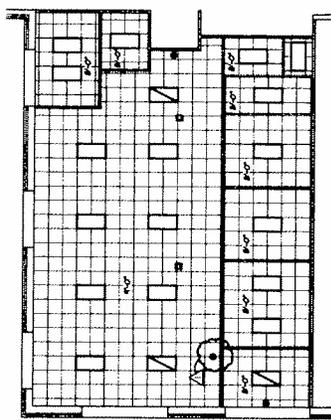
DATE: 07/29/2011
REVISED: 08/10/2011
JOB NO.: 1101107

A-1

NO.	ROOM NAME	FLOOR		WALLS		CEILING	
		TYPE	FINISH	FINISH	FINISH	FINISH	FINISH
01	HALLWAY	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
02	OFFICE	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
03	TREATMENT ROOM	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
04	TREATMENT ROOM	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
05	STORAGE	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
06	TOILET	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
07	TOILET	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
08	TOILET	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
09	TOILET	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT
10	TOILET	CARPET	PAINT	PAINT	PAINT	PAINT	PAINT

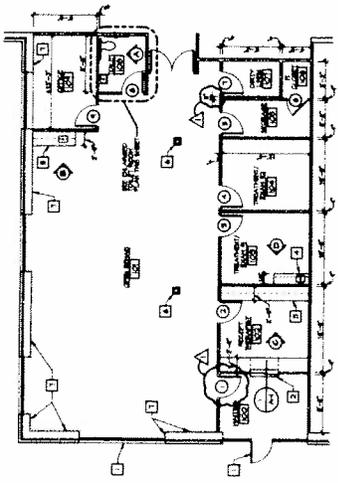
FINISH LEGEND:
CARPET - CARPET AS SELECTED BY OWNER
VCT - VINT. COMPOSITION TILE
ACCT. - ACERUAL GLOSS TILE
VINT. - VINT. COMPOSITION TILE
PAINT - PAINTED SPRAY ON BOARD
TMA - TMA FLOORING

NO.	DOOR	FRAME	NOTES
1	3'0" X 7'0" IN. HIDE	ALUM.	
2	3'0" X 7'0" IN. HIDE	ALUM.	
3	3'0" X 7'0" IN. HIDE	ALUM.	
4	3'0" X 7'0" IN. HIDE	ALUM.	
5	3'0" X 7'0" IN. HIDE	ALUM.	
6	3'0" X 7'0" IN. HIDE	ALUM.	
7	3'0" X 7'0" IN. HIDE	ALUM.	
8	3'0" X 7'0" IN. HIDE	ALUM.	
9	3'0" X 7'0" IN. HIDE	ALUM.	
10	3'0" X 7'0" IN. HIDE	ALUM.	



REFLECTED CEILING PLAN

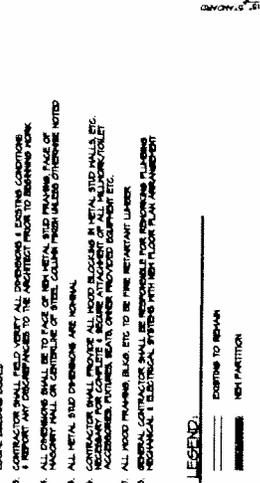
REFLECTED CEILING LEGEND:
 2'x4' RECESSED FLUORESCENT LIGHT FIXTURE
 2'x4' RECESSED FLUORESCENT LIGHT FIXTURE



FLOOR PLAN

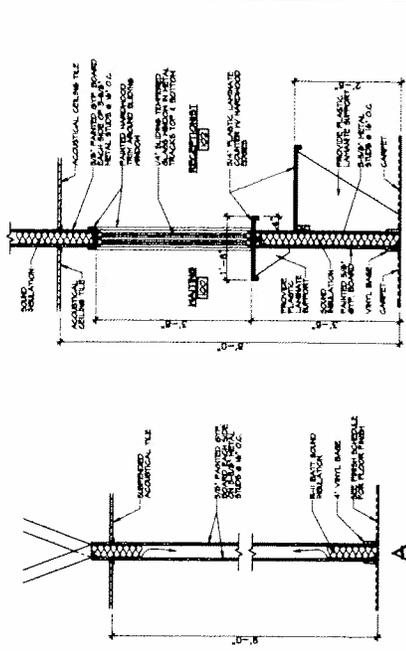
FLOOR PLAN NOTES:
 1. RELOCATED DOOR 1. HIDE FROM ORIGINAL DRAWING DRAWINGS
 2. NEW SERVICE HATCH/COUNTER - SEE SECTION 1/4-1
 3. NEW TREATMENT ROOM STATION IN HALL CABINETS ABOVE - SEE ELEVATION 'D' THIS SHEET
 4. NEW TREATMENT ROOM STATION IN HALL CABINETS - SEE ELEVATION 'D' THIS SHEET
 5. NEW 3'0" DEEP COFFEE COUNTER BASE & HALL CABINETS - SEE ELEVATION 'B' THIS SHEET
 6. FLOOR OUT STAIR COLLARS IN PAINTED 5/8" OFF BOARD & METAL TURNING CHANNELS
 7. FLOOR OUT EXISTING CHG HALLS IN PAINTED 5/8" OFF BOARD & METAL TURNING CHANNELS

GENERAL NOTES:
 1. CONTRACTOR SHALL NOT SCALE DRAWINGS
 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT STATE AND LOCAL CODES
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK
 4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK
 5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK
 6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK
 7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK
 8. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK
 9. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK
 10. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING WORK

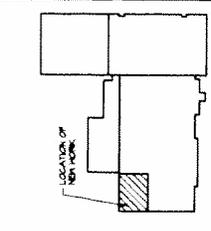


TOILET ROOM FIXTURE LEGEND

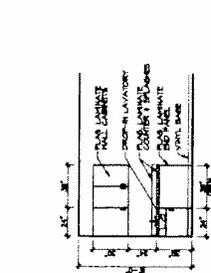
CODE COMPLIANCE: 2009 N.C. STATE BUILDING CODE
 CONSTRUCTION TYPE: 2B
 EXISTING SPACE ST. OCCUPANT LOAD: 2,200 + (50 GROSS) + 49 PEOPLE



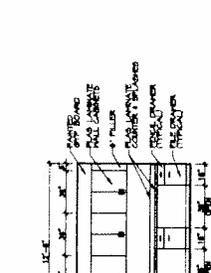
SECTION THRU SERVICE WINDOW COUNTER/RECEPTION DESK



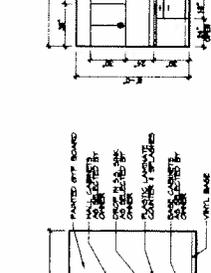
KEY PLAN



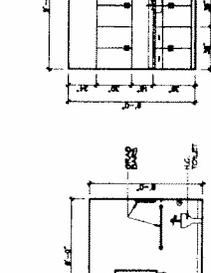
ELEVATION & TREATMENT WORK STATION



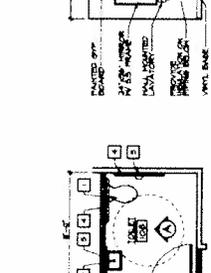
ELEVATION & THERAPY WORK STATION



ELEVATION & COFFEE BAR



ELEVATION & TOILET ROOM



ENLARGED TOILET ROOM PLAN

SENTARA
FACILITIES INTERIOR DESIGN SERVICES
535 CLEONKOP ROAD, SUITE 210
NORFOLK, VA 23502
757-253-3111

SENTARA - HEALTH CARE SUITE
130 COMMUNITY WAY
BARCO, NORTH CAROLINA

FINISH SCHEDULE & SPECIFICATIONS
DESIGNED: JAT
DRAWN: JPH
CHECKED: AS NOTED
SCALE: AS NOTED
DATE: 06/16/11
DWG NAME: FINISHES/CR-1
REVISION:

SHEET 1 OF 1

TOILET ACCESSORY LEGEND

ROOM # LOCATION	ITEM	DESCRIPTION
106	GRAB BAR	BOBORCK #B-5000X42 MOUNT AT 36" AFF TO CENTERLINE
106	GRAB BAR	BOBORCK #B-5000X36 MOUNT AT 36" AFF TO CENTERLINE
101, 103, 108	SOAP DISPENSER	TENANT PROVIDED, CONTRACTOR INSTALLED VERT. LOCATION WITH PROJECT DESIGNER
106	MIRROR	48" W X 36" H, MOUNT BOTTOM EDGE AT 36" AFF
102, 103, 104, 108, 109	ROSE HOOK (AT BACKS OF DOORS)	BOBORCK #B-79727 MOUNT AT 72" AFF
106	TOILET PAPER HOLDER	BOBORCK CONTRA SERIES #B-4286 MOUNT AT 21" AFF TO BOTTOM
106	ADA COMPLIANT LAVATORY	KOHLER #K-2032 WHITE WALL HUNG LAVATORY 30" D X 18" D, 10 SENSOR FAUCET, STANDARD SPOT, THERMAL WARMING
101, 103	LAVATORY	ELJAY #ELR-15-1 STAINLESS STEEL SINK 30" D X 18" D, 10 SENSOR FAUCET, STANDARD SPOT, THERMAL WARMING
106	FRAMED MIRROR	BOBORCK #B-165 1824 MOUNT BOTTOM EDGE AT 40" AFF
106	GRAB BAR (VERTICAL)	BOBORCK #B-5000X18 MOUNT @ 40" AFF TO CENTERLINE
101, 103, 108	PAPER TOWEL DISPENSER	GEORGIA-PACIFIC, EN MOTION, AUTOMATED TOUCHLESS TOWEL DISPENSER

REFLECTED CEILING PLAN LEGEND & SPECIFICATIONS

FIGURE A:
2' X 4' FLUORESCENT LIGHT - BUILDING STANDARD

FIGURE B: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE C: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE D: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE E: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE F: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE G: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE H: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE I: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE J: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE K: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE L: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE M: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE N: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE O: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE P: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE Q: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE R: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE S: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE T: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE U: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE V: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE W: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE X: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE Y: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FIGURE Z: (ADD ALTERNATE)
2' X 4' INDIRECT FLUORESCENT LIGHT FIXTURE

FINISH SCHEDULE

NO.	ROOM NAME	FLOOR				WALLS				CEILING			
		T	S	E	N	W	S	E	N	W	TYPE	HEIGHT	
100	WAITING	CPT-1	VB	VB	VB	VB	PT-3	CR-1	PT-3/CR-1	PT-1	PT-1	ACT-1	8'-0"
101	OPEN REHAB	VSW	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
102	RECP/THERAPST	CPT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
103	TREATMENT/EXAM #1	CPT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
104	TREATMENT/EXAM #2	CPT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
100	STORAGE	VCT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
106	IT CLOSET	VCT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
107	DIRTY LINEN	VCT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
108	TOILET	VCT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"
109	OFFICE	CPT-1	VB	VB	VB	VB	PT-3	CR-1	PT-1	PT-1	PT-1	ACT-1	8'-0"

FINISH LEGEND:

CPT - CARPET TILE
VB - 4" VINYL COVE BASE
OG - CORNER GUARD (SEE PLAN)
VCT - VINYL COMPOSITION TILE
PT - PAINT
SS - SOLID SURFACE
CR - CHAR RAIL
VSW - VINYL STRIP WOOD
OR - OAK

FINISH SPECIFICATIONS

ACT-1 - ACOUSTICAL CEILING TILE
BUILDING STANDARD OR ARMSTRONG 15/16 GRID; 2X2 SQUARE LAY-IN CORTEGA

CR-1 - CHAR RAIL
SPECTRA, PROFILE TOP-350, COLOR: 02 NATURAL ANOGE

CG-1 - CORNER GUARD
KORSEK #K-1000 1/2" CORNER GUARD EXTENDED CORNER GUARD SERIES 6015, COLOR: 02 NATURAL ANOGE, 1-1/2" MINUS, UNGRAINED, QTY = 3

PL-1 - PLASTIC LAMINATE
NEWMAR #NF-0002E WASHINGTON APPLE ((VERTICAL))

PL-2 - PLASTIC LAMINATE
PIONTE #PT161 SUEDE - ROCKY MOUNTAIN HIGH ((HORIZONTAL COUNTER-TOPS))
CORIAN, COLOR: SAVANNAH

PT-1 - PAINT
"M" FRAMES OIL BASE, SEMI-GLOSS FINISH AND GWB TO HAVE EGGSHELL FINISH;
ALL DOOR FRAMES TO MATCH ADJACENT WALL COLOR (SEE SCHEDULE)

PT-2 - PAINT
SHERWIN WILLIAMS COLOR: #SW 6141 SOFTER TAN (BEIGE)

PT-3 - PAINT
SHERWIN WILLIAMS #108 (PEACH)

PT-4 - PAINT
SHERWIN WILLIAMS COLOR: #SW 6414 RICE PADDY (GREEN)
SHERWIN WILLIAMS COLOR: #SW 6212 QUIETUDE (BLUE)

VB-1 - VINYL BASE
"USE JOHNSONITE WHEELED TRAFFIC TRANSITIONS AT CARPET & HARD SURFACES

VCT-1 - VINYL COMPOSITION TILE
JOHNSONITE, COLOR: OBE DARK BEECH, 4" HIGH COVE BASE, ROLL GOODS
TOLU INTERNATIONAL LAKOTESTA, COLOR: #008 VINYL THRU-PATTERN TILE; NO WAL; 17.7"x17.7"x120"

CPT-1 - CARPET TILE
BIGELON, FLUID FORM #B1236, COLOR: 7546 FLORA

VSW-1 - VINYL STRIP WOOD
KONECTO, SIERRA PLANK, COLOR: #1073 SPRINGVILLE, 6"x36"x0.177"

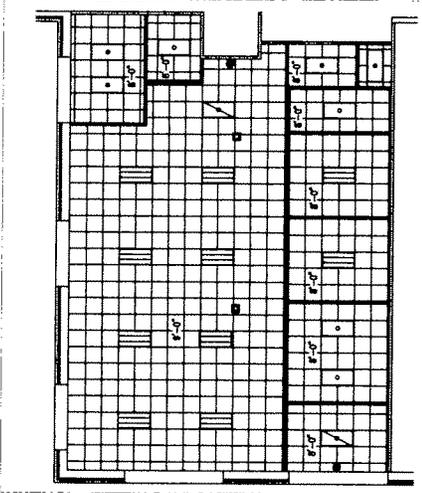
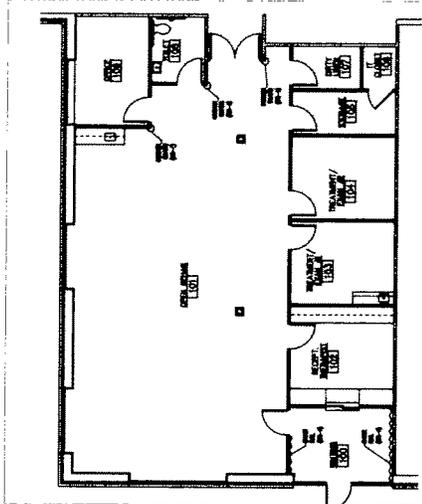
ADD/ALT SPECIFICATIONS

ADD ALTERNATE #1: SS-1 CORIAN COLOR: SAVANNAH
PROVIDE PRONGS FOR ALL COUNTER-TOPS & BACK SPLASHES WITH SS-1 IN LIEU OF PL-2.

ADD ALTERNATE #2: PROVIDE A QTY OF (10) UPGRADED LIGHT FIXTURES TO MATCH FIGURE 'B' IN LIEU OF FIGURE 'A'.

DOOR SPECIFICATIONS

GRAHAM - WOOD DOORS, ROTARY NATURAL BRCH COLOR: #B25 BUFT



FINISH PLAN FOR CG-1 & CR-1

REFLECTED CEILING PLAN

CURRITUCK COUNTY
NORTH CAROLINA
October 3, 2011

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: Commissioners O'Neal, Gilbert, Martin, Etheridge, Petrey, and Rorer. Chairman Aydlett was absent due to illness.

Invocation and Pledge of Allegiance

The Reverend Vic Culberson was present for the invocation. Boy Scout Troop 182, Pilmoor United Methodist Church, led the Pledge of Allegiance.

Approval of Agenda

Commissioner O'Neal moved to amend the agenda by continuing Item 8 and adding a resolution for FEMA to clean ditches out. Commissioner Etheridge 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 **Recognition of Edith and Earl Brickhouse**
- Item 4 **Recognition of Boy Scout Troop 182, Pilmoor United Methodist Church**
- Item 5 **Recognition of Tourism Department**
- Item 6 **Public Hearing and Action:** PB 11-07 Bissell Professional Group: Request to amend Chapter 4 of the Unified Development Ordinance to modify the age restriction language for the Planned Adult Retirement Overlay District (RET).
- Item 7 **Public Hearing and Action** on Dissolution of Walnut Island Sanitary District in Currituck County
- Item 8 **Consideration of Ordinance** Amendment Section 10-128 of the Code or Ordinances relating to unattended property on the beach
- Item 9 **Appointment to Whalehead Board of Trustees**
- Item 10 **Consideration of awarding bids for the Maple Commerce Park Roads & Utilities**
- Item 11 **Consent Agenda:**
 - 1. Resolution and Order staying of demolition of structure on 4358 Caratoke, Hwy, Coinjock, NC

2. Report of Rural Fire Conditions for Moyock VFD and Knotts Island VFD
3. Permission for Inter County Public Transit Authority to transfer unspent portion of Currituck County's supplemental RGP funding in the amount of \$7,941.94
4. Approval of September 19, 2011, Minutes
5. Budget Amendments

Item 12 Commissioner's Report

Item 13 County Manager's Report

Adjourn

Public Comment

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

Deputy Chief Morris, Fire and EMS, presented the Commissioners with a pink shirt for "Breast Cancer Awareness Month." The Department has sold over 300 shirts and has raised \$2,200 for Breast Cancer.

Josh Bass, President, Currituck Chamber, reminded citizens that the FEMA deadline is November 11th.

There being no further business, Vice-Chairman Rorer closed the public comment period.

Recognition of Edith and Earl Brickhouse

The Board presented Edith and Earl Brickhouse a plaque for the many years of service as representatives on the Senior Tar Heel Legislature.

Recognition of Boy Scout Troop 182, Pilmoor United Methodist Church

The Board recognized Boy Scout Troop 182. Scout Master Dave introduced each Boy Scout and projects they were working on.

Recognition of Tourism Department

Diane Nordstrom, Tourism Director, introduced staff and the awards that they received this year. The award was for Wedding Event, Graphic Design and the Web Site.

The Board commended the Tourism Staff for a job well done.

Public Hearing and Action: PB 11-07 Bissell Professional Group: Request to amend Chapter 4 of the Unified Development Ordinance to modify the age restriction language for the Planned Adult Retirement Overlay District (RET).

Ben Woody, Planning Director, reviewed the request.

**Bissell Professional Group
PB 11-07
UDO AMENDMENT REQUEST**

An amendment to Chapter 4 to modify the age restriction for Planned Adult Retirement Overlay Districts.

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

Item 1: That Section 4.5.1 is amended by adding the following underlined language and deleting the following strikethrough language:

4.5.1 Intent

The Planned Adult Retirement Overlay District (RET) may be used only in conjunction with planned adult retirement and/or assisted living community development subject to the issuance of a special use permit. RET designation can be applied for within the following base zoning districts: A, RA, R, R01, RR and GB. A planned adult retirement community is a tract of land consisting of 10 acres or more under common ownership, containing residential dwelling units (single family, two-family, apartments, condominiums, and similar multi-family dwellings), necessary accessory buildings, and required or permitted social, cultural, recreational, retail, medical, and other commercial type facilities ~~intended for~~ targeted toward retired adults. Properties located within the planned adult retirement overlay will be subject to the requirements of this section in addition to the requirements of the base zoning district.

Item 2: That Section 4.5.4.A. is amended by deleting the following strikethrough language and adding the following underlined language:

~~A. Permanent residents of such facilities must be at least 55 years of age, except that the spouse or an immediate member of the family, or a live-in domestic, companion, or nurse may be a permanent resident regardless of age except in the case of a child. No person under 18 years of age shall reside in any dwelling unit for a period of time exceeding 90 days. The homeowners' association documents and restrictive covenants shall state the age restrictions within the development in order that the association shall enforce those provisions. It is the responsibility of the residents/association to provide evidence that the age restrictions are being met.~~

A. A planned adult retirement community may be age-restricted or age-targeted at the discretion of the developer. The homeowner's association documents and restrictive covenants shall establish the restrictions or targets within the development. It is the responsibility of the community association to manage and enforce the restrictions that are in effect for the community.

Item 3: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Vice-Chairman Rorer opened the public hearing.

Commissioner O'Neal stated that this request does not change Waterside Villages.

Mark Bissell, Engineer, reviewed the request.

Tom Fatallio, Sound Side Estates, opposes the removal of the age restriction.

Dan Hedberg, stated that residents do not have any say and the bank will not meet with property owners.

John Jenkins, Home Owners Association, stated that the bank has made no attempt to resolve the situation.

Allen Wood, stated that his home is on the market and requests the age restriction be lifted.

Commissioner Martin moved to continue public hearing for two weeks and have the bank meet with residents of Waterside Villages. Commissioner Gilbert seconded the motion. Motion carried with Commissioner O'Neal and Rorer voting no.

Public Hearing and Action on Dissolution of Walnut Island Sanitary District in Currituck County

Ike McRee, County Attorney, reviewed the history and options for the district.

Vice-Chair Rorer, opened the public hearing.

Kay Hannah, Walnut Island resident, supported the request.

Ted Logue, supports the request.

Commissioner O'Neal questioned if staff has met with residents and reviewed options.

There being no further comments, Vice-Chair Rorer closed the public hearing.

Commissioner Petrey, moved to adopt resolution. Commissioner Gilbert seconded the motion. Motion carried.

**RESOLUTION DISSOLVING WALNUT ISLAND SANITARY DISTRICT
PURSUANT TO N.C. GEN. STAT. §130A-85**

WHEREAS, in the early 1980's with concern regarding the lack of sewage treatment facilities within the camper section of the Walnut Island community in Grandy, North Carolina, resident freeholders within the Walnut Island community petitioned the Currituck County Board of Commissioners for creation of a sanitary district to provide for the collection, treatment and disposal of wastewater from the camper section; and

WHEREAS, by resolution adopted March 30, 1983 and following public hearing the Currituck County Board of Commissioners created and established Walnut Island Sanitary District to provide for the collection, treatment and disposal of wastewater from the following defined area of the Walnut Island community:

Section One, Block D, Lots 1- 41 as delineated on plat recorded in Map Book 4, Page 68 of the Currituck County Registry.

Section Five, Block JJ, Lots 1- 55, "Now or Formerly "Faris", and Parcel "D" as delineated on plat recorded in Map Book 3, Page 47E of the Currituck County Registry.

Section Five, Block KK, Lots 1- 56, and " Property of Others" as delineated on plat recorded in Map Book 3, Page 47E of the Currituck County Registry.

Section Six, Block PP, Lots 1- 19, parcel E, and the unnumbered area between Lot 1 and Walnut Island Boulevard as delineated on plat recorded in Map Book 4, Page 45 of the Currituck County Registry.

Section Seven, all of Blocks AA, BB, CC, DD, EE, FF, GG, HH and II as delineated on plat recorded in Map Book 4, Page 46 of the Currituck County Registry.

Walnut Island Motel Subdivision, Lots 1- 30, excluding the Motel Site as delineated on Tax Insert Map 97- B, and;

WHEREAS, pursuant to N.C. Gen. Stat. § 130A-85 a county board of commissioners may dissolve a sanitary district located entirely within one county upon the condition that there are 500 or less resident freeholders residing in the sanitary district, the sanitary district has no outstanding bonded indebtedness, the board of commissioners agrees to assume and pay any other outstanding legal indebtedness of the sanitary district, the board of commissioners adopts a plan providing for continued operation and provision of all services previously being performed or rendered to the sanitary district; and the board of commissioners adopts a resolution finding that the interest of the citizens of the sanitary district and the county will be best served if the operation and services provided by the sanitary district were provided by the board of commissioners; and

WHEREAS, as required by N.C. Gen. Stat. § 130A-85(b) the Currituck County Board of Commissioners gave notice of a public hearing on the dissolution of Walnut Island Sanitary District in the Coastland Times, a newspaper with general circulation within Currituck County, on September 11, 2011, September 18, 2011 and September 28, 2011; and

WHEREAS, following a public hearing on the dissolution of Walnut Island Sanitary District at its regular meeting on October 3, 2011, the Currituck County Board of Commissioners finds that:

- (1) there are less than 500 resident freeholders residing within Walnut Island Sanitary District;
- (2) Walnut Island Sanitary District has no outstanding bonded indebtedness;
- (3) the Currituck County Board of Commissioners agrees to assume and pay any other outstanding legal indebtedness of Walnut Island Sanitary District;

- (4) with the adoption of this resolution the Board of Commissioners will adopt a plan providing for the continued operation and provision of services previously performed or rendered to Walnut Island Sanitary District; and
- (5) the best interest of the citizens of Walnut Island Sanitary District and Currituck County will be best served if the operation and the services provided by Walnut Island Sanitary District were provided for by the Currituck County Board of Commissioners and Walnut Island Sanitary District dissolved.

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

Section 1. Walnut Island Sanitary District is hereby dissolved effective at 11:59 p.m. on October 31, 2011.

Section 2. The plan providing for the continued operation and provision for collection, treatment and disposal of wastewater from real property located within the boundaries of Walnut Island Sanitary District, attached hereto as Exhibit A and incorporated herein by reference, is adopted.

Section 3. The Board of Commissioners agrees that the County of Currituck will assume and pay any outstanding legal indebtedness of Walnut Island Sanitary District.

Section 4. The County Manager, County Attorney and Clerk to the Board of Commissioners are authorized to execute documents and take other action necessary to carry out this resolution and vesting in the county all property, real, personal and mixed that belongs to Walnut Island Sanitary District; vesting in the county of all judgments, liens, rights of liens and causes of action in favor of Walnut Island Sanitary District; and vesting in the county all rentals, taxes and assessments and other funds, charges or fees owed to Walnut Island Sanitary District.

Section 5. This resolution shall be effective upon its adoption.

EXHIBIT A
PLAN FOR CONTINUED OPERATION AND SERVICES RELATED TO
WASTEWATER TREATMENT, COLLECTION AND DISPOSAL IN
FORMER WALNUT ISLAND SANITARY DISTRICT SERVICE AREA

I. INTRODUCTION AND BACKGROUND

This Plan for Service describes how ongoing wastewater collection, treatment and disposal will be provided to that area within Currituck County now served by Walnut Island

Sanitary District. Currituck County has initiated proceedings to dissolve Walnut Island Sanitary District pursuant to authority provided under N.C. Gen. Stat. § 130A-85.

Walnut Island Sanitary District, ("WISD"), was created by resolution of the Currituck County Board of Commissioners adopted on March 30, 1983. The boundary of the sanitary district encompassed the camper section of Walnut Island subdivision. The creation of the sanitary district was in response to concerns expressed by state and local health officials that facilities for the proper treatment and disposal of wastewater were inadequate and concern regarding improper discharge of wastewater. Subsequently, WISD provided for a wastewater collection, treatment and disposal system within its jurisdiction.

As time passed the WISD wastewater system began experiencing problems due to age and operational issues. Pressed to reduce infiltration of storm water into the system, among other issues, WISD was able to acquire grants and assessed WISD property owners to finance the construction of a new collection system. During that period of time WISD entered into an agreement with the developer of the adjacent Waterside Villages subdivision to provide for treatment and disposal of WISD wastewater through the Waterside Villages wastewater treatment facilities. It was also agreed at the time that WISD would convey approximately 4.7 acres of WISD land in the middle of Waterside Villages to the developer for future residential development.

The agreement between WISD and Waterside Villages was never consummated due ultimately to the failure of the developer of Waterside Villages and the acquisition of properties by lenders such as Wachovia. Thereafter, WISD sought to negotiate with Wachovia toward an agreement to provide again for treatment and disposal of WISD wastewater through the Waterside Villages wastewater treatment facilities. Unable to agree, WISD exercised its power of eminent domain to acquire the Waterside Villages wastewater treatment facilities. During the course of litigation, WISD and Wachovia entered into a settlement agreement providing for conveyance of the Waterside Villages wastewater treatment facilities to Currituck County with the county's agreement to provide up to 30,000 gallons per day of wastewater treatment for WISD and up to 90,000 gallons per day of wastewater treatment for properties within Waterside Villages. WISD agreed in the settlement agreement to convey its 4.7 acre tract of land in Waterside Villages to Wachovia.

II. OPERATING PLAN

The operating plan provides a framework for how Currituck County would operate the wastewater treatment system and area formerly owned and served by WISD. Generally, it is anticipated that Currituck County will simply continue operations of the WISD wastewater treatment system in a manner that assures ongoing maintenance and operations. Depending on the most cost effective

method, management and administration could continue under contract with the current manager of the system, Enviro-tech of North Carolina, Inc., ("Enviro-tech"), or by the Currituck County Utilities Department that currently operates water and wastewater systems.

CONTINUITY OF SERVICE AND OPERATIONS

Upon dissolution of WISD, wastewater collection, disposal and treatment will continue unimpeded. As set forth above, existing contract services, agreements, and vendor relationships or direct county management and administration of the wastewater treatment system will maintain and assure no impact on the quality or quantity of wastewater treatment service to ratepayers.

ORGANIZATIONAL PLAN

The organizational structure for the former WISD wastewater system and service area will follow that of other Currituck County utilities. Whether WISD wastewater system is incorporated into the regular operation of Currituck County utilities or ultimately it is determined that a service district is the more appropriate model for delivery of service, the Currituck County Board of Commissioners will serve as the governing board. The Currituck County Manager, by and through the Currituck County Director of Public Utilities and his staff will provide day-to-day management and oversight. If the current management agreement with Enviro-tech is continued then Enviro-tech will provide day-to-day management and oversight under supervision of the Currituck County Director of Public Utilities.

Under direct Currituck County management, existing employees of Currituck County will fill operational and administrative positions for the former WISD wastewater system and service area. Certain other administrative functions will be provided by respective Currituck County departments such as human resources, finance and legal.

TRANSFER AND DISPOSITION OF ASSETS AND LIABILITIES

By statute, all assets and liabilities of a dissolved sanitary district accrue to the county. Thus, Currituck County will receive title to all assets of WISD and will become responsible for subsequent capital improvements required to maintain wastewater services for ratepayers with the former WISD service area.

ASSETS

Assets of WISD include cash reserves, real property, plant and transmission equipment and rights-of-way.

LIABILITIES

In addition to what are assumed to be normal accounts payable liabilities and prepaid assessments, WISD has no reported liabilities.

GRANTS

WISD is the recipient of a Rural Center grant in the amount of \$ 500,000 for construction of a new wastewater collection system. All but \$57,000 of grant funds have been distributed to WISD. The Rural Center has stated that if WISD is dissolved it does not foresee any issue substituting the county as grant recipient.

WISD is the recipient of a Clean Water Management Trust Fund Grant in the amount of 500,000 for construction of a new wastewater collection system. All but \$50,000 of grant funds have been distributed to WISD. Clean Water Management Trust Fund does not foresee any issue substituting the county as grant recipient as the goal of the grant is connection of WISD collection system with the Waterside Villages wastewater treatment system.

III. TRANSITION PLAN

It is proposed that consolidation of WISD wastewater system and service with county operations occur within 30 days of WISD dissolution. During this period the transition plan would be finalized and implemented and determination made regarding initial management and administration of the former WISD wastewater treatment system and service area. Also during the transition period county staff will proceed to work with Wachovia to effectuate the transfer of the Waterside Villages wastewater treatment and disposal system to the county.

Consideration of Ordinance Amendment Section 10-128 of the Code or Ordinances relating to unattended property on the beach

continued

Appointment to Whalehead Board of Trustees

Commissioner O'Neal moved to appoint Carl Ross for a 3 year term. Commissioner Martin seconded the motion. Motion carried.

Consideration of awarding bids for the Maple Commerce Park Roads & Utilities

Commissioner Etheridge moved to award bid to Barnhill in the amount of \$1,812,629. Commissioner Martin seconded the motion. Motion carried.

Consent Agenda:

1. Resolution and Order staying of demolition of structure on 4358 Caratoke, Hwy, Coinjock, NC
2. Report of Rural Fire Conditions for Moyock VFD and Knotts Island VFD
3. Permission for Inter County Public Transit Authority to transfer unspent portion of Currituck County's supplemental RGP funding in the amount of \$7,941.94
4. Approval of September 19, 2011, Minutes
5. Budget Amendments
6. Request to FEMA for funding to clean out ditches, Rowland Creek, Indiantown Creek and Hog Bridge.

Commissioner Etheridge moved to approve. Commissioner O'Neal seconded the motion. Motion carried.

**RESOLUTION AND ORDER STAYING ORDER TO DEMOLISH
THE DWELLING LOCATED AT 4358 CARATOKE HIGHWAY, COINJOCK,
NORTH CAROLINA**

WHEREAS, at its regular meeting on August 15, 2011 the Board of Commissioners for the County of Currituck adopted an ordinance entitled "An Ordinance Directing The Building Inspector To Remove Or Demolish The Dwelling Located at 4358 Caratoke Highway, Coinjock, North Carolina As Unfit For Human Habitation And Directing The Placement Of A Notice Thereon That The Same May Not Be Occupied" finding that the dwelling located at 4358 Caratoke Highway, Coinjock, North Carolina is unfit for human habitation pursuant to the May 5, 2011 order of the Chief Building Inspector issued in accordance with Article IV, Chapter 4 of the Code of Ordinances of the County of Currituck, North Carolina, (the "Code of Ordinances"), and that all of the procedures required in the county's ordinances have been complied with; and

WHEREAS, the Board of Commissioners further found that the dwelling described in the May 5, 2011 order of the Chief Building Inspector should be removed or demolished as directed by the Chief Building Inspector and should be placarded by placing on the dwelling a notice prohibiting use for human habitation and that the owners of the dwelling, Robert Hadden, Robert M. Barrington, Sr., Walter M. Barrington, Jr., Audrey Barrington, Cassandra Barrington Davis, Diane Barrington Reid, Judy Barrington Eure, and Barbara Marshall have been given reasonable opportunity to remove or demolish the dwelling pursuant to Article IV, Chapter 4 of the Code of Ordinances and the order of the Chief Building Inspector and have failed to comply with, respond to or appeal within the time required by the Code of Ordinances, the Chief Building Inspector's order; and

WHEREAS, at its September 19, 2011 regular meeting the Board of Commissioners heard from Barbara Snowden, Currituck County Historian, that the subject dwelling was of historical interest and a request on behalf of certain community members that the county allow time for stabilization of the dwelling, determination whether it is in condition such that it might be rehabilitated and development of a plan for rehabilitation of the dwelling; and

WHEREAS, the Board of Commissioners finds that it is appropriate to stay the ordinance requiring demolition of the dwelling at 4358 Caratoke Highway in order to allow interested members of the community time for stabilization of the dwelling, determination whether it is in condition such that it might be rehabilitated and development of a plan for rehabilitation of the dwelling.

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

Section 1. The order contained in the ordinance requiring the Chief Building Inspector to remove or demolish the dwelling located at 4358 Caratoke Highway in accordance with his May 5, 2011 order and in accordance with Article IV, Chapter 4 of the Code of Ordinances and N.C. Gen. Stat. §160A-443 is stayed until December 31, 2012.

Section 2. This resolution shall be in full force and effect upon its adoption.

<u>Account Number</u>	<u>Account Description</u>	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
10550-516200	Vehicle Maintenance	\$ 1,758	
10380-484001	Insurance Recovery		\$ 1,758
		\$ 1,758	\$ 1,758

Explanation: Airport (10550) - To record insurance proceeds from Nationwide Insurance for repairs to the Airport Jeep involved in an accident on 8/25/2011.

Net Budget Effect: Operating Fund (10) - Increased by \$1,758.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
50650-590000	Roadway & Utilities Grant - Dept of	\$	1,812,629		
50330-447000	Commerce			\$	500,000
50390-495015	T F - Occupancy Tax			\$	556,218
50390-495040	T F - Capital Improvements			\$	756,411
			<u>\$ 1,812,629</u>		<u>\$ 1,812,629</u>

Explanation: Maple Commerce Park (50650) - To increase project for Barnhill Contract for roads and utility infrastructure at the Maple Commerce Park.

Net Budget Effect: County Governmental Construction (50) - Increased by \$1,812,629.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
61818-590000	Capital Outlay	\$	6,300		
61818-511010	Data Transmission	\$	1,000		
61818-545000	Contract Services	\$	2,500		
61360-473000	Reconnection Fees			\$	9,800
			<u>\$ 9,800</u>		<u>\$ 9,800</u>

Explanation: Mainland Water (61818) - Increase appropriations to Mainland Water for repairs/replacement to communications systems for the SCADA system that was damaged during Hurricane Irene. This may be reimbursed by insurance and/or FEMA at a future date.

Net Budget Effect: Mainland Water (61) - Increased by \$9,800.

Commissioner's Report

Commissioner Gilbert commented on events at the airport and Maple Park next weekend.

Commissioner O'Neal questioned if staff could request the railroad to clean up their site in Moyock.

Commissioner Etheridge commented on the meeting with students at Shawboro School on government.

Commissioner Rorer, stated the Board should support students working with local government.

County Manager's Report

No comments

Adjourn

There being no further business, the meeting adjourned.

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 17th day of October, 2011 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15447-545002	Historic Preservation	\$ 41,235	
15447-561000	Professional Services	\$ 3,635	
15447-592000	Whalehead Projects	\$ 97,681	
15390-499900	Appropriated Fund Balance		\$ 142,551
		<u>\$ 142,551</u>	<u>\$ 142,551</u>

Explanation: Occupancy Tax - Tourism Related Expenses (15447) - To carry-forward funds for purchase orders outstanding as of June 30, 2011.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$142,551.

20110441	Barbara Snowden	Historic Overviews	\$ 2,000
20110443	Mary Greene Malvasi	Historic Overviews	\$ 8,000
20110444/694	Hagersmith Design	Schematic Design/Jail	\$ 16,451
20110445	Penne Smith Sandbeck	Historic Overviews	\$ 5,000
20110824	RRMM Architects PC	Jarvisburg School	\$ 9,784
20111416	Hazen & Sawyer	OBX Wastewater	\$ 3,635
		Whalehead Dredging	\$ 97,681

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 17th day of October , 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
60808-590001	Capital Outlay	\$ 5,261	
60808-516001	Repairs and Maintenance		\$ 5,261
		<u>\$ 5,261</u>	<u>\$ 5,261</u>

Explanation: Ocean Sands Water and Sewer Fund (60808) - Transfer funds to replace one lift pump and have one for a back-up. There are 8 pumps required to operate the system.

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 17th day of October , 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-502000	Salary		\$ 7,595
10750-545000	Contracted Services	\$ 7,595	
		<u>\$ 7,595</u>	<u>\$ 7,595</u>

Explanation: *SOCIAL SERVICES ADMINISTRATION (10750) - Contract with a temporary staffing agency for SW II Intake worker while current employee is out on FMLA.*

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 17th day of October , 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10330-433000	Sr Center Grants	\$ 1,748	
10775-531000	Gas, Oil, etc		\$ 1,000
10775-516200	Vehicle Maintenance		\$ 748
		<u>\$ 1,748</u>	<u>\$ 1,748</u>

Explanation: *Senior Citizens Centers - To record reduction in Albemarle Commission General Purpose Grant of \$1,554 and Tital IIID Grant of \$194.*

Net Budget Effect: Operating Fund (10) - Decreased by \$1,748.

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