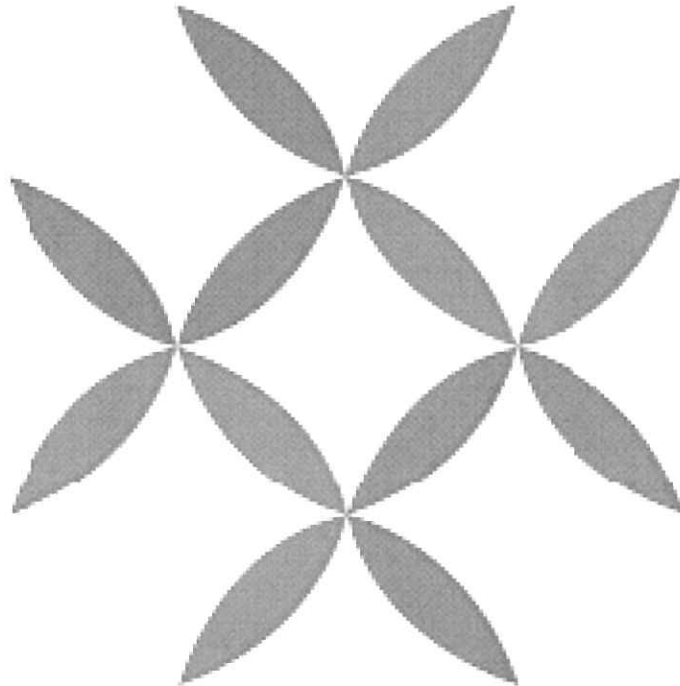


**CAMDEN COUNTY**  
**Planning Board Meeting**  
**February 20, 2013, 7:00 PM**



**Camden County**  
NEW ENERGY. NEW VISION.

**Camden County Courthouse**  
**Historic Courtroom**  
Courthouse Complex



RODNEY NEEDHAM  
Chairman  
CALVIN LEARY  
Vice Chairman  
RAY ALBERTSON  
MIKE ETHERIDGE  
JOHN AYDLETT  
FLETCHER HARRIS  
DAVID BUNDY



Camden County  
NEW ENERGY. NEW VISION.  
*Camden County  
Planning Board*

MICHAEL RENSHAW  
County Manager  
DAN PORTER  
Planning Director  
AMY BARNETT  
Clerk to the Board

**Meeting Agenda, Wednesday, February 20, 2013, 7:00 PM**  
Historic Courtroom, Camden County Courthouse

- I. Call to Order & Welcome
- II. Consideration of Agenda
- III. Consideration of the Minutes- January 23, 2013..... (Page 1-16)
- IV. Comments from the Public
- V. Old Business  
*None*
- VI. New Business
  - 1. **Ordinance 2013-02-01 Proposed Amendment to UDO (Water Connection Fee) ....** (Page 17-22)
  - 2. **Special Use Permit (UDO 2013-02-03) Camden County Public Library .....**( Page 23-52)
- VII. Information from Board and Staff
- VIII. Consider Date of Next Meeting – March 20, 2013
- IX. Adjournment



1

**CAMDEN COUNTY  
PLANNING BOARD  
AGENDA ITEM SUMMARY SHEET**

**Item Number:** III.  
**Meeting Date:** February 20, 2013  
**Attachments:** 1 (14 Pages)  
**Submitted by:** Planning Clerk

**ITEM TITLE:** January 23, 2013 Minutes

**SUMMARY:**

**RECOMMENDATION:**

**For your review and possible approval.**

<b>MOTION MADE BY:</b>	
R. Needham	_____
C. Leary	_____
R. Albertson	_____
M. Etheridge	_____
J. Aydlett	_____
F. Harris	_____
D. Bundy	_____
NO MOTION	_____
<b>VOTE:</b>	
R. Needham	_____
C. Leary	_____
R. Albertson	_____
M. Etheridge	_____
J. Aydlett	_____
F. Harris	_____
D. Bundy	_____
ABSENT	_____
RECUSED	_____



**Camden County Planning Board**  
**Minutes**  
**January 23, 2013, 7:00pm**  
Historic Courtroom  
Camden County Courthouse Complex

<b>Members Present:</b>	<b>Absent:</b>
Vice Chairman Calvin Leary	Chairman Rodney Needham
Fletcher Harris	Ray Albertson
David Bundy	
Michael Etheridge	
John Aydlett	

**Call to Order & Welcome**

Vice Chairman Calvin Leary called to order the January 23, 2013 meeting at 7:00 PM.

**Others Present at Meeting**

**STAFF PRESENT**

<b>Name:</b>	<b>Title:</b>
Dan Porter	Director of Planning
Dave Parks	Permit Officer/Flood Administrator
Amy Barnett	Planning Clerk/Clerk to the Board

**OTHERS PRESENT**

<b>Name/Residence:</b>	<b>Title:</b>	<b>Purpose / Representing:</b>	<b>Meeting Section:</b>
Donna Stewart Pudding Ridge Rd	Adjacent Property Owner	Oppose Rezoning	New Business #1
Greg Stewart Pudding Ridge Rd	Adjacent Property Owner	Oppose Rezoning	New Business #1
Gary Grahn Pudding Ridge Rd	Adjacent Property Owner	Oppose Rezoning	New Business #1
Hollis Ellis		Representing Rezoning Applicant	New Business #1
Eddie Hyman		Representing Applicant, Final Plat, Phase 2 Tar Corner Village, and donation of open space land same location	New Business Items #2, #3, & #4
Don Williams	Owner, Mainstay Construction	Applicant, Final Plat Phase 2 Tar Corner Village, and donation of open space land same location	New Business Items #2, #3, & #4

20 **Consideration of Agenda**

21

22 Vice Chairman Calvin Leary called for consideration of the agenda.

23

24 Dave Parks asked to amend the agenda to include as New Business #3 consideration of a  
25 donation of property for a future recreational site by the developer of Tar Corner Village.

26

27 Motion to approve the agenda as amended made by: Michael Etheridge.

28 Motion Seconded by: David Bundy.

29

30 The motion was approved with Vice Chairman Calvin Leary, Members Fletcher Harris, David  
31 Bundy, Michael Etheridge, and John Aydlett voting aye, none voting no, Chairman Rodney  
32 Needham and Ray Albertson absent, and none not voting.

33

34 **Consideration of Minutes: December 19, 2012**

35

36 Chairman Rodney Needham called for consideration of the minutes from December 19, 2012.

37

38 Motion to approve the minutes as written made by: Michael Etheridge.

39 Motion Seconded by: David Bundy.

40

41 The motion was approved with Vice Chairman Calvin Leary, Members Fletcher Harris, David  
42 Bundy, Michael Etheridge, and John Aydlett voting aye, none voting no, Chairman Rodney  
43 Needham and Ray Albertson absent, and none not voting.

44

45 **Comments from the Public**

46

47 None

48

49 **Old Business**

50

51 None

52

53 **New Business**

54

55 ***New Business, Item #1***

56 ***Rezoning Application: Keith Nowell; Property Adjacent to 137 Pudding Ridge Road,***  
57 ***Request to Rezone from R-3-2 to R-3-1***

58

59

-----  
**Findings**

60

61

**UDO 2012-12-16**

62

**Minor Zoning Map Amendment**

63

64

- 65 **1. Name of Applicant:** Keith Nowell / Green Meadows LLC
- 66 **2. Agent for Applicant:**
- 67 **3. Address of Applicant:** 987 Swamp Road  
Hertford, NC 27944
- 68
- 69 **4. PIN:** 01-7999-03-34-7305-0000
- 70 **5. File Reference:** UDO 2012-12-16
- 71 **6. Name(s) of Current Owner(s) of Record:** Green Meadows LLC
- 72 **7. Street Address of Property:** Adjacent to 137 Pudding Ridge Road
- 73 **8. Location of Property:** South Mills Township
- 74 **9. Flood Zone:** X / AE
- 75 **10. Zoning District(s):** Basic Residential (R3-2)
- 76 **11. General Description of the Proposal:** Request rezone approximately 11 acres from Basic  
77 Residential (R3-2) to Basic Residential (R3-1)
- 78 **12. Date Application Received by County:** December 31, 2012
- 79 **13. Received by:** David Parks, Permit Officer
- 80 **14. Application Fee Paid:** \$660.00 Check # 1141
- 81 **15. Completeness of Application:** Application is generally complete.
- 82 **16. Documents received upon filing of application or otherwise included:**
  - 83 **A.** Rezoning Application
  - 84 **B.** Deed
  - 85 **C.** Health Department soil testing results (4 lots along Pudding Ridge Road)
  - 86 **D.** GIS Ariel, zoning, floodplain, and Comprehensive Plan (Future Land Use Maps)
  - 87 **E.** CAMA Land Suitability Map
  - 88 **F.** Site Plan
- 89 **17. Adjacent Property Uses:**
  - 90 **A.** Predominant: Residential (abuts McPherson Estates at rear of property)
  - 91 **B.** Other: Agriculture
- 92 **18. Existing Land Uses:** Vacant Land
- 93 **19. Lot size:** Approximately 11 acres
- 94 **20. Findings Regarding Additional Requirements:**
  - 95 **A.** How will the proposed zoning change enhance the public health, safety or welfare? The  
96 proposed zoning change will enhance the public health, safety or welfare by providing  
97 higher density residential development in an area identified as Rural Residential (one acre  
98 lots) based on Camden County's Comprehensive Plan Future Land Use Maps. (attached)
  - 99
  - 100 **B.** Is the entire range of permitted uses in the requested classification more appropriate than  
101 the range of uses in the existing classification? The range of permitted uses remains the  
102 same.  
103

- 104 C. For proposals to re-zone to non-residential districts along major arterial roads:
- 105 (1) Is this an expansion of an adjacent zoning district of the same classification?
- 106 N/A.
- 107 (2) What extraordinary showing of public need or demand is met by this application?
- 108 N/A.
- 109

110 D. Conformity with the Plans:

- 111 (1) Comprehensive Plan - Future Land Use Map has property identified as Rural
- 112 Residential on one acre lots.
- 113 (2) CAMA Plan - Future Land Use Map has property identified as Low Density
- 114 Residential. CAMA Plan (Policy 9) supports higher density development that is
- 115 accessible to water and sewer.
- 116 (3) Thoroughfare Plan - Access to property is off Pudding Ridge Road.
- 117 (4) Other Plans officially adopted by the Board of Commissioners - N/A
- 118

119 E. Will not exceed the county's ability to provide public facilities:

- 120 (1) Schools - Will have minimal impact on Schools.
- 121 (2) Fire and Rescue - Will have minimal impact on Fire and Rescue.
- 122 (3) Law Enforcement - Will have minimal impact on Law Enforcement
- 123 (4) Parks & Recreation - Will have minimal impact on Parks & Recreation.
- 124 (5) Other County Facilities -
- 125
- 126

127 **Staff recommended approval as the requested zoning is in compliance with Camden's**  
 128 **Comprehensive Plan Future Land Use Map as it reflects this area for higher density**  
 129 **residential development on one acre lots.**

130 -----

131  
 132  
 133 Dave Parks described this rezoning application:

- 134 • Property is adjacent to 137 Pudding Ridge Road
- 135 • Approximately 10-11 acres
- 136 • Request is to rezone from R3-2 to R3-1
  - 137 ○ Change in density - reduce the minimum lot size from 2 to 1 acre
- 138 • Hollis Ellis is representing applicant (applicant was unable to attend this meeting)
- 139 • Property uses will not change, only the minimum lot size / density
  - 140 ○ Change in minimum lot size will provide higher density residential
- 141 • Comprehensive Plan Future Land Use Map (which has already been approved and
- 142 adopted by the Board of Commissioners) shows this area as being designed for higher
- 143 density, 1 acre lots, to support commercial areas nearby
- 144 • Staff is recommending approval as this request is compatible with the Camden County
- 145 Comprehensive Plan
- 146 • Developer originally had 20 acres in front of subject property, which he did a minor
- 147 subdivision for 4 lots of 2 acres, as he had a demand for such. All 4 lots currently have
- 148 building permits, 2 of the lots have already been sold.
- 149 • Developer wants to rezone remainder of his property to 1 acre lot sizes (approximately 9
- 150 lots). Said lots would have to go through the Major Subdivision Process.
- 151

152 Michael Etheridge asked which lots were the Minor Subdivision. Dave Parks pointed them out  
 153 on the map: 125, 129, 133, and 137 Pudding Ridge Road.

155 Vice Chairman Calvin Leary asked if county sewer service will be extended to the subject area.  
 156 Dave Parks responded that these lots will not be on the county sewer system, they will need to  
 157 have septic systems installed. Camden County Health Department has issued septic permits for  
 158 the 4 aforementioned lots, which are in front of the subject property. Staff is utilizing these to  
 159 meet the requirement of 10% of lots being perked, as these have septic permits. Staff feels  
 160 strongly that the remainder of the lots will perk ok as well.

161

162 Mr. Parks then described a few of the considerations of the Major Subdivision Process:

163

- 164 • Applicant will need to:
  - 165 ○ Address infrastructure issues
  - 166 ○ Provide drainage plans
    - 167 ▪ County is stricter than State regarding requirements
    - 168 ▪ Will need to be able to handle / maintain a 10-year storm on site and build
    - 169 to the 100-year storm.
- 170 • Land suitability (CAMA Land Use Plan) ranges from very high to moderate to very low.
  - 171 ○ Soils in subject property are in the very low, but are still good for septic systems.
  - 172 ○ The 4 aforementioned lots, which are already being built upon, are also in the
  - 173 very low, but as these already have septic permits, are also deemed to be good.

174

175 Mr. Parks then opened the floor to public comments.

176

177 Donna Stewart of Pudding Ridge Road:

- 178 • Lives directly across street from subject property.
- 179 • Concerned with flooding.
- 180 • Commented that areas adjacent to Bunker Hill are impassible during and after major
- 181 storms (hurricanes, tropical storms, etc.) due to flooding.
- 182 • Concerned that higher density adding more septic systems in the area will have a negative
- 183 impact on the surrounding area.
- 184 • Subject property is very close to Joys Creek and is concerned that Joys Creek may not be
- 185 able to handle all the runoff that a higher density development will produce.

186

187 Greg Stewart of Pudding Ridge Road:

- 188 • Against the rezoning for safety issues
- 189 • Speed limit is 55mph, but has observed others going significantly faster
- 190 • Road in and out of area is an agricultural road
- 191 • Roadway is not patrolled by law enforcement
- 192 • Concerned that higher density will create more traffic and cause problems and safety
- 193 issues in an area that already sees problems with some motorists exceeding speed limits
- 194 • Mentioned that some homes being built are closer to the road than the rest of the
- 195 established homes in the area
- 196 • Concerned with what types of homes can be built there
- 197 • Believes that at one time, subject property had been considered for 9 two acre lots, same
- 198 as the 4 lots at the front of the property

199

200 Michael Etheridge asked staff to respond to some of Mr. Stewarts concerns to clarify a few  
201 items.

202

203 Dave Parks stated the following:

- 204 • With regard to flooding, the subject property is outside the 100-year flood zone
- 205 • R3 is the zoning designation for basic residential and only stick built or modular homes  
206 can be built on properties so designated
- 207 • County has no control over the speed limits on state maintained roads. NCDOT sets  
208 speed limits as development occurs according to their standards
- 209 • Agricultural areas exist throughout the county, so agricultural traffic is likely to occur on  
210 many roads

211

212 John Aydlett commented that the subject property would have to meet and comply with state and  
213 county stormwater rules. Dave Parks added that the county's stormwater rules are stricter than  
214 those of the state.

215

216 Further Public Comments:

217

218 Gary Grahn of Pudding Ridge Road:

- 219 • Is against the rezoning
- 220 • Mentioned a very large swale adjacent to his property that runs along Pudding Ridge Rd  
221 to the back of the subject property, which the developer cleared out to both his and the  
222 developers benefit.
  - 223 ○ To his knowledge there has been no maintenance of the swale otherwise.
  - 224 ○ This swale empties out into Joys Creek.
  - 225 ○ He believes that landowners in Taylor Leigh area were supposed to maintain it.
  - 226 ○ He is concerned with the "no mans land" in between his property and the subject  
227 property.
    - 228 ■ Who is going to maintain it, how well is it going to drain, and where is it  
229 going to drain to.
  - 230 ○ Joys Creek overflows with too much drainage.
- 231 • Concerned with drainage but acknowledges that there is more involved than just drainage
  - 232 ○ Septic systems and how well land perks is an issue
  - 233 ○ He has an alternative type of septic system which utilizes an underground  
234 drainage sump pump to pump out septic waste in order to get it to drain
    - 235 ■ Does not see how the lots on the subject property will adequately drain as  
236 far as the septic systems go.

237

238 Dan Porter stated the following in response to the public comments:

- 239 • The subject property is close to the flood way, but is not in the flood way nor is it in a  
240 flood zone
- 241 • Most of the existing properties were built to state standards, as they existed when those  
242 properties were built upon. Since that time, the county has adopted stricter standards than  
243 the state standards
- 244 • Any improvements to the subject property will be according to the county's standards,  
245 which exceed state standards
- 246 • Development plans will need to address runoff and show that post development runoff  
247 will not exceed pre-development runoff for a 10-year storm (which is about 5½ to 6  
248 inches of stormwater in a 24 hour period).
- 249 ○ State standard is for a 1 year storm, which is about 1½ to 2 inches in a 24 hour  
250 period
- 251 • Types of problems with regard to runoff and flooding that currently exist are due to lower  
252 standards which were in place at the time those properties were built upon
- 253 • Regarding who maintains drainage ditches - the county is trying to address that from the  
254 standpoint of stormwater utility for the county.
- 255 ○ Objective - try to keep the major outfalls clear so that the lateral ditches and other  
256 ditches and canals will have the ability to runoff.
- 257 ○ This will not be the kind of maintenance that addresses drainage ditches for  
258 private property owners.
- 259 • Developer of subject property will be required to deal with runoff
- 260 ○ Runoff rates are the same for 1 acre lots and 2 acre lots
- 261 ○ Plat must have stormwater plan that meets both state and local standards and it  
262 must be reviewed by the engineer engaged by the county to review such, as well  
263 as by the state to ensure those plans are adequate.
- 264

265 Mr. Hollis Ellis, representative for the applicant, spoke briefly saying that each lot will be  
266 evaluated separately for septic systems. Mr. Ellis commented that the Health Department no  
267 longer allows pump style septic systems, but that there were several products on the market that  
268 can support on-site sewage disposal, and they are much more efficient than systems from 10 to  
269 15 years ago.

270

271 Further Public Comments:

272

273 Mike Sawyer of Pudding Ridge Road:

- 274 • Lives across street from subject property
- 275 • Has a drainage ditch that is supposed to be maintained by others and is not being  
276 maintained, so is concerned with flooding
- 277 • His house is in the flood zone
- 278 • Concerned that more houses will increase the runoff and cause additional flooding
- 279 • Is against the rezoning
- 280

281 At this time Vice Chairman Calvin Leary asked if there were any further comments from the  
 282 public. Hearing none, he called for a motion on Rezoning Application: Keith Nowell; Property  
 283 Adjacent to 137 Pudding Ridge Road, Request to Rezone from R-3-2 to R-3-1.  
 284

285 Motion Made: *Approve the rezoning with the following compatibility statement: "Rezoning*  
 286 *of the property identified as being adjacent to 137 Pudding Ridge Road,*  
 287 *owned by Keith Nowell, fits in with the Camden County Comprehensive Plan*  
 288 *and Future Land Use Maps."*  
 289

290 Motion made by: Fletcher Harris

291 Motion seconded by: David Bundy  
 292

293 The motion was approved with Vice Chairman Calvin Leary, Members Fletcher Harris, David  
 294 Bundy, Michael Etheridge, and John Aydlett voting aye, none voting no, Chairman Rodney  
 295 Needham and Ray Albertson absent, and none not voting.  
 296

297

298 *New Business, Item #2*

299 *Final Plat, Phase II Tar Corner Village, UDO 2003-02-37*  
 300

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**Final Plat**  
**Phase II Tar Corner Village**  
**UDO 2003-02-37**

- |     |   |   |
|-----|---|---|
| 1.  | <b>Name of Applicant:</b>   | Mainstay Construction   |
| 2.  | <b>Agent for Applicant:</b>   | Don Williams  |
| 3.  | <b>Address of Agent:</b>  | P. O. Box 429, Moyock, NC, 27958  |
| 4.  | <b>PIN:</b>   | 01-7090-00-83-7276-0000   |
| 5.  | <b>Name(s) of Current Owner(s) of Record:</b>   | Mainstay Construction   |
| 6.  | <b>Street Address of Property:</b>  | 109 Woodrows Way  |
| 7.  | <b>Location of Property:</b>  | Tar Corner Village Subdivision,<br>South Mills Township                       |
| 8.  | <b>Flood Zone:</b>  | X/AE  |
| 9.  | <b>Zoning District(s):</b>  | Basic Residential, R3-2   |
| 10. | <b>General Description of the Proposal:</b>   | Final Plat Phase II Tar Corner Village,<br>1 lot (Lot 5)                      |
| 11. | <b>Date Application Received by County:</b>   | January 4, 2013   |
| 12. | <b>Have all the requirements of the Special Use Permit for Preliminary Plat been met? Yes</b> |   |
| 13. | <b>Received by:</b>   | David Parks, Permits Officer  |
| 14. | <b>Application fee paid:</b>  | Yes, \$50.00 cash   |
| 15. | <b>Completeness of Application:</b>   | Application is generally complete.  |
| 16. | <b>Documents received upon filing application or otherwise included:</b>                      |   |
|     | A.  | Land Use/Development Application  |
|     | B.  | Letters of Credit for roads/improvements                                      |
|     | C.  | Letter/receipt for Payment to schools for bus stop                            |
|     | D.  | Blue Line Copies of Final Plat  |
|     | E.  | Letter offering to donate 8.16 acres to County (for future recreational park) |
|     | F.  | Letter on improvement completion  |
-

333 Dave Parks described this item:

- 334     • This is Phase 2 of the Final Plat for Tar Corner
- 335     • Developer has met all requirements of the preliminary plat
- 336     • A letter of credit has been received and is on file for the improvements to be made to the
- 337         roadways
- 338     • Payment has been made to Camden Schools in the amount of \$2,925.00 for placement of
- 339         a school bus shelter
- 340     • An offer has been made to donate 8.16 acres of open space to the County for use as a
- 341         future recreational park
- 342         ○ Donation of land and future building of recreational park by county would be in
- 343             lieu of the 50% open space requirement by the developer. Developer feels that if
- 344             improvements originally proposed were placed there, they would be significantly
- 345             under-utilized and would end up being deteriorated.
- 346         ○ Offer to donate the land and let the county build a recreational park at some point
- 347             in the future is supported by Camden County Parks and Recreation.
- 348     • Staff recommends approval of this phase of the final plat
- 349

350 Eddie Hyman, agent of the applicant, had the following comments:

- 351     • This is for 1 lot in Phase 2 (Lot #5)
- 352     • There is a performance bond in place for the improvements to be made to the open space
- 353         by the developer, should the Board of Commissioners not accept the donation.
- 354     • Tap fees for connection to South Mills Water is \$4,000 per lot
- 355         ○ This is a lot of money if tap fees are required at final plat for all lots
- 356         ○ Would like to request that water tap fee requirement be shifted to building permit
- 357             instead of final plat
- 358

359 Dave Parks clarified Mr. Hyman's comment regarding water tap fees: As it is right now, all

360 water tap fees for all lots are due at final plat.

361

362 Dan Porter stated that a text amendment to the UDO would be needed to change the water tap

363 requirement from Final Plat to Building Permit.

364

365 Michael Etheridge asked when taps are required per current UDO. Dan Porter responded that all

366 tap fees are due at Final Plat with meter installation due before building Permit.

367

368 David Parks suggested amending the agenda to include discussion of a text amendment, after

369 voting on the Final Plat is completed.

370

371 Vice Chairman Calvin Leary asked if there was any further discussion on the Final Plat for Phase  
372 2 Tar Corner Village, hearing none he called for a motion on this item.

373

374 Motion Made: *Approve Final Plat, Phase II Tar Corner Village, UDO 2003-02-37*

375

376 Motion made by: David Bundy

377 Motion seconded by: John Aydlett

378

379 The motion was approved with Vice Chairman Calvin Leary, Members Fletcher Harris, David  
380 Bundy, Michael Etheridge, and John Aydlett voting aye, none voting no, Chairman Rodney  
381 Needham and Ray Albertson absent, and none not voting.

382

### 383 Amendment to Agenda

384

385 Motion Made: *Amend Agenda to include as New Business Item #4, Consideration of Text*  
386 *Amendment to the UDO to change water tap requirement from Final Plat to*  
387 *Building Permit.*

388

389 Motion made by: David Bundy

390 Motion seconded by: Michael Etheridge

391

392 The motion was approved with Vice Chairman Calvin Leary, Members Fletcher Harris, David  
393 Bundy, Michael Etheridge, and John Aydlett voting aye, none voting no, Chairman Rodney  
394 Needham and Ray Albertson absent, and none not voting.

395

396

### 397 *New Business, Item #3*

#### 398 *Donation of Property for Future Recreational Site*

399

400 Dave Parks described this request to donate land to the county.

- 401 • Don Williams of Mainstay Construction is requesting to donate 8.1 acres of land to the  
402 county.
- 403 • If accepted by the Board of Commissioners, donation would be in lieu of the 50% open  
404 space requirement for Tar Corner Village development
- 405 • Donated land would be for a future recreational site, as it is an ideal location for such.
- 406 • Tim White, Camden Parks and Recreation Director, supports this offer of dedication of  
407 land for a future recreational park.
- 408 • Land is expensive, so a donation of land would save a lot of money and give the county  
409 the ability to establish an additional public park.

410

411 Dan Porter added that Don Williams has a bond in place for the improvements to the open space,  
412 should this donation not be accepted by the county. If the donation is accepted, it would be in  
413 lieu of the otherwise required improvements, and the bond would be returned.

414

415 Mr. Porter also added that it was unlikely that the county would build a park on the land right  
416 away. Rather, the county would probably wait until the population in the area could support  
417 such a park. Dave Parks added that the land would likely be leased to a farmer to farm the land  
418 until such time as the county was ready to build a park thereon.

419  
420 Michael Etheridge asked how long it might be until a park was built on the land. Mr. Porter  
421 responded that it could be between 5 and 10 years.

422  
423 John Aydlett asked about the pond which is located on the property - he wanted to know what it  
424 was used for. Dave Parks responded that there used to be a track around it, and that the feature  
425 itself was a beautification feature of the land.

426  
427 Vice Chairman Calvin Leary asked staff to clarify what was being asked of the board in this  
428 agenda item. Dan Porter responded that staff was seeking a recommendation whether or not the  
429 Board of Commissioners should accept the donation of the land.

430  
431 Fletcher Harris observed that this land could be of great benefit to the county down the road as  
432 Parks and Recreation are always looking for land to build parks on. Mr. Harris commented that  
433 it would be wise to accept it.

434  
435 David Bundy inquired about the current requirements as stands in the paperwork right now. Dan  
436 Porter replied that as it is right now, Mr. Williams is required to place improvements on the land,  
437 and he has bonded those improvements rather than actually building them at this time. If the  
438 donation is not accepted, he will be required to make those improvements within 12 months.

439  
440 Michael Etheridge asked if the property were to be accepted, would its use be limited to  
441 recreational use only. Dan Porter replied that it would be up to the Board of Commissioners as  
442 to how to utilize the land if they accept the donation.

443  
444 Mr. Don Williams commented that the Home Owners Association currently maintains the land,  
445 and that they would likely want it to be utilized for specific purposes.

446  
447 Mr. Eddie Hyman suggested that if the donation were accepted, deed restrictions could be put in  
448 place limiting the types of uses on the land, such that the wishes of the Home Owners  
449 Association might be taken into consideration when determining the use of the land.

450  
451 Dan Porter added that the developer planned his development to be an "open space  
452 development", and by doing so, is able to get smaller lot sizes for his development.

453  
454 Vice Chairman Calvin Leary asked if the cul-de-sac access is the only access to the property.  
455 Dan Porter responded that at this point, yes it is. Mr. Porter added that more access points are  
456 being planned. Dave Parks added that easements are being sought from adjacent land owners in  
457 order to add access points.

458

459 David Bundy asked why this development was required to have a park when some of the other  
460 developments the board has approved were not required to do so. Dave Parks clarified that all  
461 Major subdivisions are required to have some form of recreational facility. Mr. Parks added that  
462 some developers opt to pay a fee rather than include those facilities and recreational areas.

463

464 David Bundy asked what would be staff's recommendation regarding the use of the open space.  
465 Mr. Porter responded that the recommendation given to the Board of Commissioners should be  
466 something like "recommend that the land be used as a park area or for agricultural purposes, but  
467 that the ultimate use be for a recreational park".

468

469 Michael Etheridge commented that, if the donation is accepted, there needs to be deed  
470 restrictions limiting the use to either agricultural or recreational uses. Dan Porter added that an  
471 additional deed restriction could be added which would keep it as "open space".

472

473 John Aydlett asked if the existing home owners were promised this open space. Dave Parks  
474 responded saying that the Home Owners Association would have to agree to this.

475

476 Mr. Don Williams stated that the Home Owners Association would prefer that the maintenance  
477 of this property were under taken by another party. He went on to say that the donation is in  
478 everybody's best interests.

479

480 Mr. Porter stated that the question of Home Owner's agreement could be added to any motion on  
481 this matter.

482

483 Michael Etheridge commented that there would need to be another access other than through the  
484 development. He stated that he could see it becoming an issue when a park is built... also  
485 parking for the park. [See previous page, last paragraph.]

486

487 David Bundy asked how a motion on this donation request should be worded.

488

489 Dan Porter suggested the following: "Recommend to Board of Commissioners that the donation  
490 of land be accepted subject to: covenants that it be maintained as open space, as agricultural, or  
491 as a park area; and approval of the current land owners".

492

493 Michael Etheridge made a motion as suggested by Mr. Porter. John Aydlett seconded the  
494 motion. The motion was approved with Vice Chairman Calvin Leary, Members Fletcher Harris,  
495 David Bundy, Michael Etheridge, and John Aydlett voting aye, none voting no, Chairman  
496 Rodney Needham and Ray Albertson absent, and none not voting.

497

498

---

499 ***New Business Item #4***  
500 ***Consideration of a text amendment to the UDO to change water tap fees from Final Plat to***  
501 ***Building Permit***

502  
503 Dan Porter restated what this text amendment was for:  
504 • Per the request of the applicant here tonight, would like the board to consider a text  
505 amendment to the UDO to change the requirement that water tap fees be paid at Final  
506 Plat to requiring that the tap fees be due before Building Permit.

507  
508 Michael Etheridge suggested getting input from South Mills Water Association and the Camden  
509 Water Department, as it would affect both agencies.

510  
511 Dan Porter suggested that staff could draft a text amendment and bring it back to the board at the  
512 next meeting.

513  
514 Board consensus was for staff to prepare the text amendment and bring it back to the Planning  
515 Board for further consideration.

516  
517 **Information from Board and Staff**

- 518  
519 • 2013 Planning Board Meeting Schedule

520  
521 **Consider Date of Next Meeting - February 20, 2013**

522  
523 **Adjournment**

524  
525 At 7:55 PM, David Bundy made a motion to adjourn the meeting. Fletcher Harris seconded the  
526 motion. The motion was approved with Vice Chairman Calvin Leary, Members Fletcher Harris,  
527 David Bundy, Michael Etheridge, and John Aydlett voting aye, none voting no, Chairman  
528 Rodney Needham and Ray Albertson absent, and none not voting.

529  
530  
531  
532 Date: \_\_\_\_\_

533  
534  
535 Approved: \_\_\_\_\_  
536 Chairman Rodney Needham

537  
538  
539 Attested: \_\_\_\_\_  
540 Amy Barnett, Planning Clerk

16

**CAMDEN COUNTY  
PLANNING BOARD  
AGENDA ITEM SUMMARY SHEET**

**Item Number:** VI. 1.  
**Meeting Date:** February 20, 2013  
**Attachments:** 1 (4 Pages)  
**Submitted by:** Staff

**ITEM TITLE:** 1. Ordinance 2013-02-01 Proposed  
Amendment to UDO (Water  
Connection Fee)

**SUMMARY:**

**RECOMMENDATION:**

**For Discussion and Possible Approval**

<b>MOTION MADE BY:</b>	
R. Needham	_____
C. Leary	_____
R. Albertson	_____
M. Etheridge	_____
J. Aydlett	_____
F. Harris	_____
D. Bundy	_____
NO MOTION	_____
<b>VOTE:</b>	
R. Needham	_____
C. Leary	_____
R. Albertson	_____
M. Etheridge	_____
J. Aydlett	_____
F. Harris	_____
D. Bundy	_____
ABSENT	_____
RECUSED	_____



Ordinance No. 2013-02-01

A Ordinance
Amending the Camden County
Code of Ordinances

Camden County, North Carolina

BE IT ORDAINED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS as follows:

Article I: Purpose

The purpose of this Ordinance is to amend the Article 151 of the Camden County Code of Ordinances of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 15, 1997, and subsequently amended and as otherwise incorporated into the Camden County Code.

Article II. Construction

For purposes of this Ordinance, underlined words (underline) shall be considered as additions to existing Ordinance language and strikethrough words (strikethrough) shall be considered deletions to existing language. New language of proposed ordinance shall be shown in italics (italics) and underlined.

Article III. Amend Section 151 as amended of the Camden County Code which shall read as follows:

CHAPTER 151: UNIFIED DEVELOPMENT

§ 151.171 MAJOR SUBDIVISIONS TO INSTALL WATER LINES.

(E) If the developer is developing new lots within any area served by a public water system in the county, the subdivider shall construct a water system and connect it to the system owned and operated by the water system that serves the area where the subdivision is located, subject to the following conditions.

(1) Construction plans for the proposed system shall be prepared by a registered engineer, materials and construction to be in accordance with the specifications for the public water system, as prepared by the water system's engineer, that serves the area where the subdivision is located and submitted with the preliminary plat to the Planning Board and public water system that serves the area where the subdivision is located and all appropriate state agencies.

47 (2) The cost of the construction, connection and approval of the subdivision water  
48 system shall be paid by the subdivider.

49  
50 (3) All water mains, laterals, meter boxes and easements shall be dedicated to the  
51 public water system. Water lines shall be installed within street rights-of-way, where possible.  
52

53 (F) (1) The water system where the subdivision is being developed may require  
54 installation of certain oversized facilities, such as water mains in excess of eight inches in  
55 diameter, when it is in the interest of future development.

56  
57 (2) When this is required, the water system where the subdivision is located shall pay  
58 for that portion of the improvement that exceeds the standards set forth in this chapter.  
59

60 (G) All connection fees shall be paid *prior to issuance of the building permit for the*  
61 *dwelling.* ~~by the developer for each lot required to be connected to the county water system,~~  
62 ~~prior to the submission of final plat approval.~~  
63

64

65 **151.233 REQUIRED MAJOR SUBDIVISION SUBMISSION DOCUMENTS AND**  
66 **INFORMATION.**

67

	<i>Sketch Plat</i>	<i>Preliminary Plat</i>	<i>Final Plat</i>
Location and construction details of either wet or dry fire hydrants		X	
Lighting plan and details, if proposed		X	
Landscape and tree-planting plan with details, if required		X	
Solid waste management-dumpster plan, if required		X	
Sight triangles		X	X
Two copies of as-built plans to be submitted, showing any utilities, drainage and infrastructure improvements installed			X
Construction details, as required by Ch. 151 of the code of ordinances		X	X
Monumentation set and control corner established			X
Payment per lot connection fees for county water			X

68

69 Adopted by the Board of Commissioners for the County of Camden this \_\_\_\_\_ day of  
70 \_\_\_\_\_, 2013

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County of Camden

\_\_\_\_\_  
Garry Meiggs, Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Ashley Honaker  
Clerk to the Board



**CAMDEN COUNTY  
PLANNING BOARD  
AGENDA ITEM SUMMARY SHEET**

**Item Number:** VI. 2.  
**Meeting Date:** February 20, 2013  
**Attachments:** 1 (28 Pages)  
**Submitted by:** Staff

**ITEM TITLE:** 1. Special Use Permit (UDO 2013-02-03) Camden County Public Library

**SUMMARY:**

**RECOMMENDATION:**

**For Discussion and Possible Approval**

<b>MOTION MADE BY:</b>	
R. Needham	_____
C. Leary	_____
R. Albertson	_____
M. Etheridge	_____
J. Aydlett	_____
F. Harris	_____
D. Bundy	_____
<b>NO MOTION</b>	_____
<b>VOTE:</b>	
R. Needham	_____
C. Leary	_____
R. Albertson	_____
M. Etheridge	_____
J. Aydlett	_____
F. Harris	_____
D. Bundy	_____
<b>ABSENT</b>	_____
<b>RECUSED</b>	_____

24

**Findings of Facts  
Special Use Permit  
UDO 2013-02-03**

- 1. **Name of Applicant:** County of Camden
- 2. **Agent for Applicant:**
- 3. **Address of Applicant:** 330 E Highway 158, Camden, North Carolina 27921
- 4. **File Reference:** UDO 2013-02-03
- 5. **PIN:** 02-8945-00-09-5502
- 6. **Street Address of Property:** 104 Investors Way, Camden, North Carolina 27921
- 7. **Location of Property:** Courthouse Township
- 8. **Flood Zone:** X
- 9. **Zoning District(s):** Highway Commercial (HC)
- 10. **Is a Zoning Change required for the Proposed Use?** No
- 11. **General Description of the Proposal:** Public Library
- 12. **Use Classification:** Article 151.334 (Use # 5.320)
- 13. **Date Application Received by County:** February 6, 2013
- 14. **Received by:** Dave Parks, Permit Officer
- 15. **Application Fee Paid:** Waived
- 16. **Completeness of Application:** Application appears to be complete.
  - A. **Items Needed:** None
- 17. **Documents Received Upon Filing Application or otherwise included:**
  - A. Land Use Application
  - B. Sight Plan
  - C. Internal Conceptual Layout
  - D. Aerial Photo
  - E. Health Department input
- 18. **Adjacent Property Use:** Camden Commercial Park
- 19. **Existing Land Use:** Strip Mall – 4 empty units
- 20. **Lot size:** 3.8 acres
- 21. **Utilities:**
  - A. **Does the application include a letter or certificate from the District Health Department regarding septic tanks?** Yes (attached).
  - B. **Does the applicant propose the use of public sewage systems?** No
  - C. **Does the applicant propose the use of public water systems?** Yes
  - D. **Distance from existing public water supply system:** Adjacent to property
  - E. **Is the area within a five-year proposal for the provision of public water?** N/A
  - F. **Is the area within a five-year proposal for the provision of public sewage?** No
- 22. **Streets**

- A. Are all streets designed to be place under State system? Yes
- B. Are proposed streets named? N/A
- C. Street names: Investors Way
- D. Are any street names already being used elsewhere in the County? N/A

**23. Landscaping**

- A. Is any buffer required? Broken Landscaping – Type C (existing)
- B. Is any landscaping described in application: No

**24. Findings Regarding Additional Requirements**

- A. Endangering the public health and safety: Staff feels that the proposed use does not endanger the public health and safety.
- B. Injure the value of adjoining or abutting property: Staff feels that the development will not injure the values of adjoining or abutting property.
- C. Harmony with the area in which it is located: Proposed use is in harmony with the area in which located.
- D. Conformity with the Plans
  - (1). Land Use Plan – Project is in conformity with Land Use Plan.
  - (2). Thoroughfare Plan – Project is in conformity with the Thoroughfare Plan
  - (3). Other Plans officially adopted by the Board of Commissioners – N/A
- E. Will not exceed the county's ability to provide public facilities
  - (1). Schools – N/A
  - (2). Fire and rescue – No
  - (3). Law Enforcement – No
- F. Other County Facilities – N/A

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

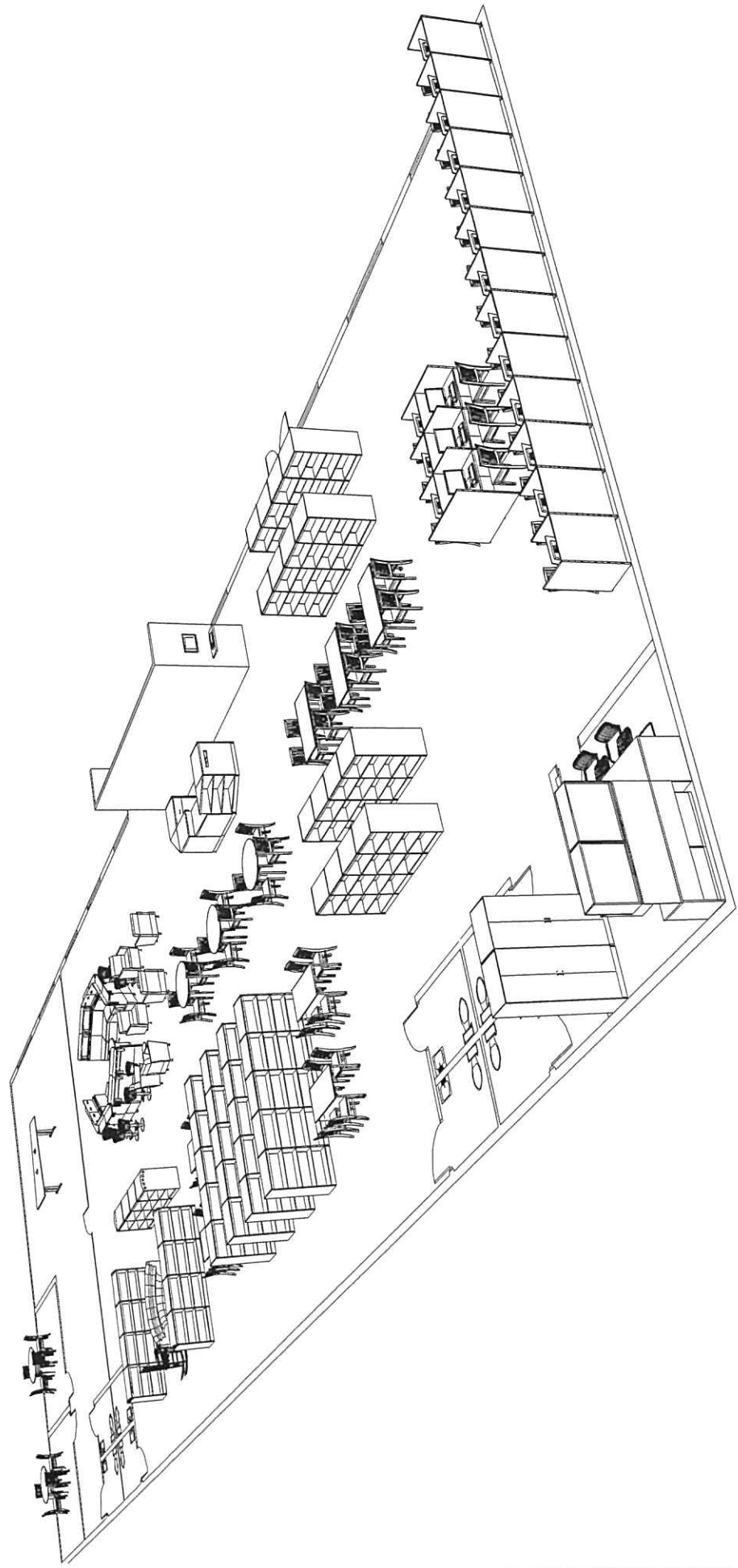
1. The applicant must strictly abide by all requirements of the Unified Development Ordinance of Camden County, North Carolina, and must also strictly comply with all other local, state, and federal ordinances, laws, rules and regulations as one or more ordinances, laws, rules and regulations may apply to this development.
2. The applicant shall complete the development strictly in accordance with the plans approved by the Board of Commissioners of Camden County, North Carolina, and contained in the file titled UDO 2013-02-03.
3. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this special use permit shall be voided and have no effect.



THIS IS A CONCEPTUAL RENDERING OF A PROPOSED DESIGN WHILE DRAWN AS ACCURATELY AS POSSIBLE. FINAL PRODUCTION DETAIL MAY DIFFER.

WHEN ORDERING OR REQUESTING A QUOTE BASED ON THIS DRAWING, YOU MUST INCLUDE: PROJECT NAME, DEALER AND REP NAME, DATE AND MOST CURRENT REVISION NUMBER (IF INDICATED).

**LIBRARY LAYOUT**



NOTES:  
 CHANGED PER EMAIL, RLD:  
 11/14/2012

PROJECT NAME: CAMDEN COUNTY PUBLIC LIBRARY  
 DEALER: CONTRAX-FURNISHINGS  
 REP: GREG CAVE  
 DATE: NOV 12, 2012  
 DRAWN BY: DFG/JAM  
 E:\pwworking\Contrax-Furnishings\Greg Cave\Camden County PL\2012\2-4-Amp. 12/9/2012 8:57:501 AM

REV	DATE	BY	DESCRIPTION
1	NOV 14, 2012	JAM	
2	NOV 14, 2012	JAM	
3	DEC 4, 2012	DTC	SHELVES CHANGED TO 8FT. TECHNICAL TABLES REPLACED BY (1) LARGER UNIT, LAYOUT REORGANIZED

mediatechnologies

**Dave Parks**

---

**From:** David Swinney <dswinney@arhs-nc.org>  
**Sent:** Wednesday, February 06, 2013 10:22 AM  
**To:** dparks@camdencountync.gov  
**Subject:** possible library  
**Attachments:** img-130206150651-0001.pdf

Dave;

the attache dpermit show the building for 500 gpd system wich is about 20 employees. As I mentioned based on a proposed library this system should be OK assuming the County is obtaining the all the units except for the pizza place, it is on its own system.

Thanks

david R Swinney

---

From: [administrator@arhs-nc.org](mailto:administrator@arhs-nc.org) [administrator@arhs-nc.org]  
Sent: Wednesday, February 06, 2013 10:01 AM  
To: David Swinney  
Subject: Scan Data from [DELL9524C1]

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you have received this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or by telephone at the telephone number listed (if available). In the event you cannot fulfill your obligation or there has been any improper release of this information, please contact the Privacy Officer at Albemarle Regional Health Services at (252) 337-6717.

Our Mission:

The Public Health professionals and programs of Albemarle Regional Health Services are dedicated to disease prevention and the promotion of a healthy environment to reduce morbidity, mortality and disability, through quality service, education, and advocacy.

30



Construction Authorization

Camden County

Owner:Tark and Associates  
Owner Address:P O Box 374  
Owner Address(2):Camden, NC 27921  
Owner Phone #:  
Property Address:104 Investors Way  
PIN:36693  
Record #  
Establishment Type:Business  
Type of Well:Public Well  
Design Flow (GPD):500

Initial Site  
Wastewater System:Conventional  
Long Term Acceptance Rate(GPD/SQFT):0.4  
Trench Width:3 FT  
Trench Spacing (OC):9 FT  
Trench Bottom From NGL:ULTRA SHALLOW

Install septic system designed by Sean Robey of Hyman and Robey  
Project number 070175 dated 6/17/07.

This permit is for a MAXIMUM of 5 office/retail space, total of 500 gpd.

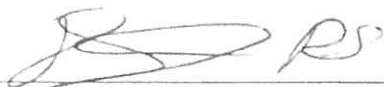
Contractor is to use only Septic Permit and Plans that have been stamped APPROVED by ARHS Health Department.

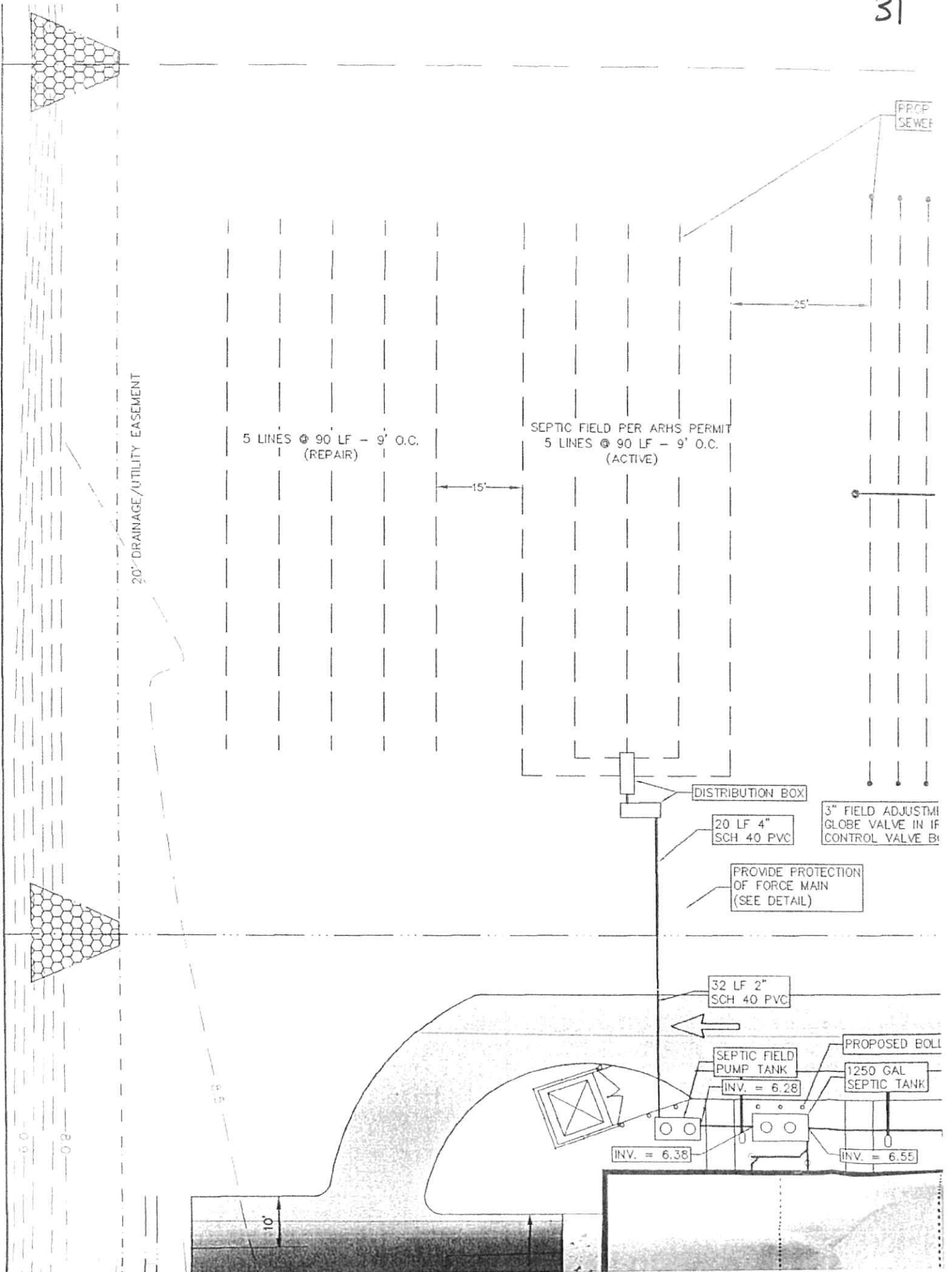
System is to be inspected by the Engineer as it is being installed before any components are covered up, this includes nitrification field and leak test.

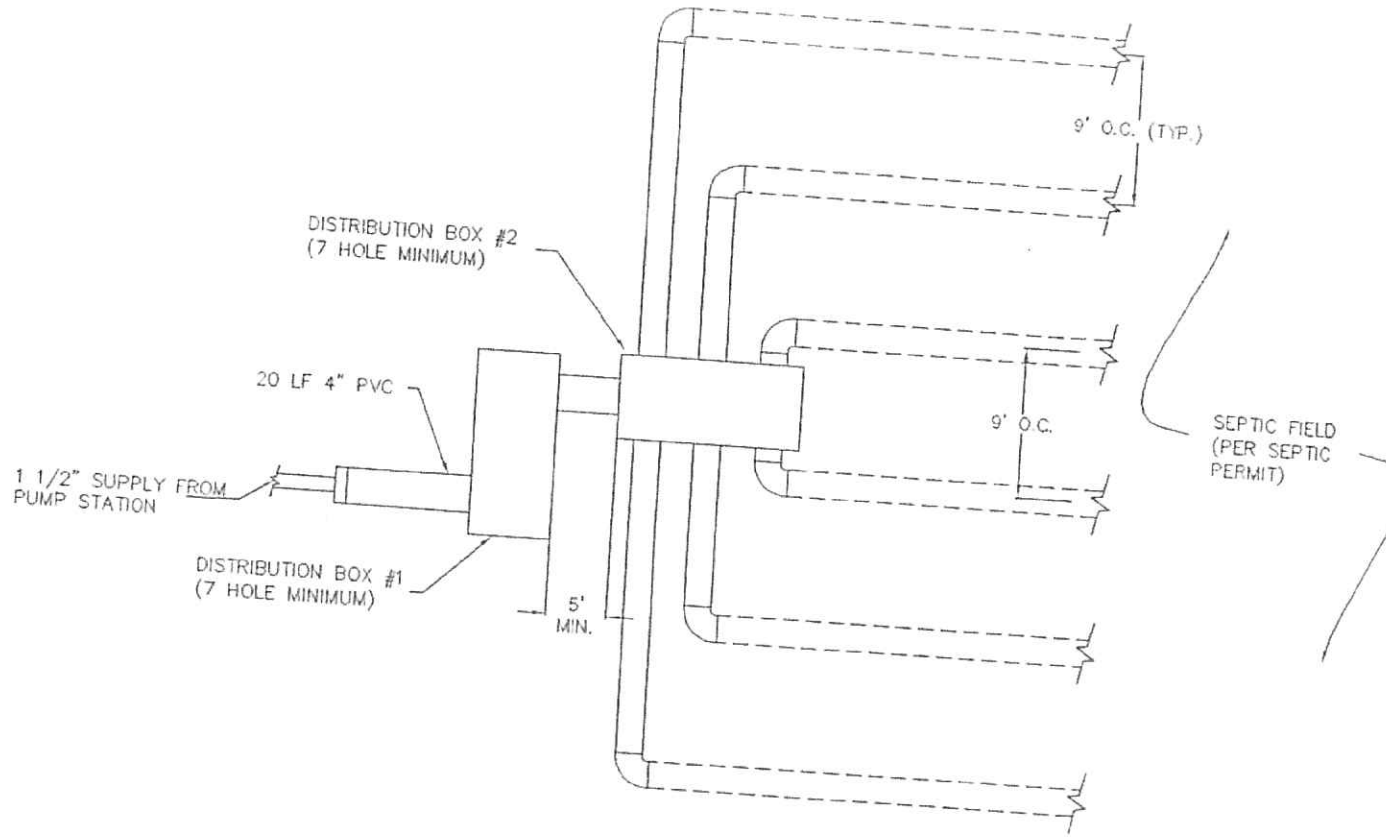
Engineer must submit a construction approval letter to ARHS before a Operation Permit can be issued.

David R Swinney, R.S.

Authorized Agent: \_\_\_\_\_ Date 7/13/2007

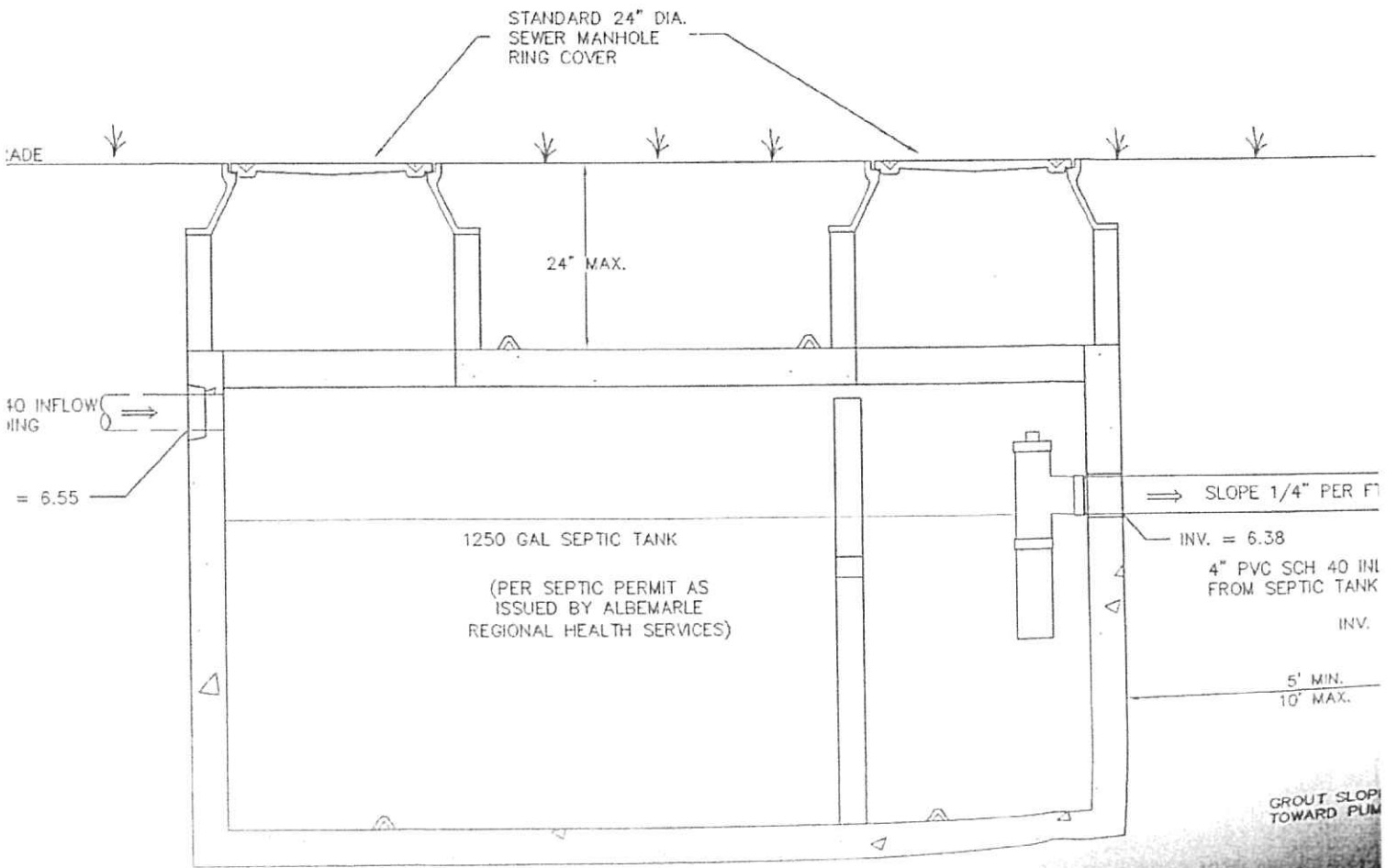
Approved:  Date: 6/5/09



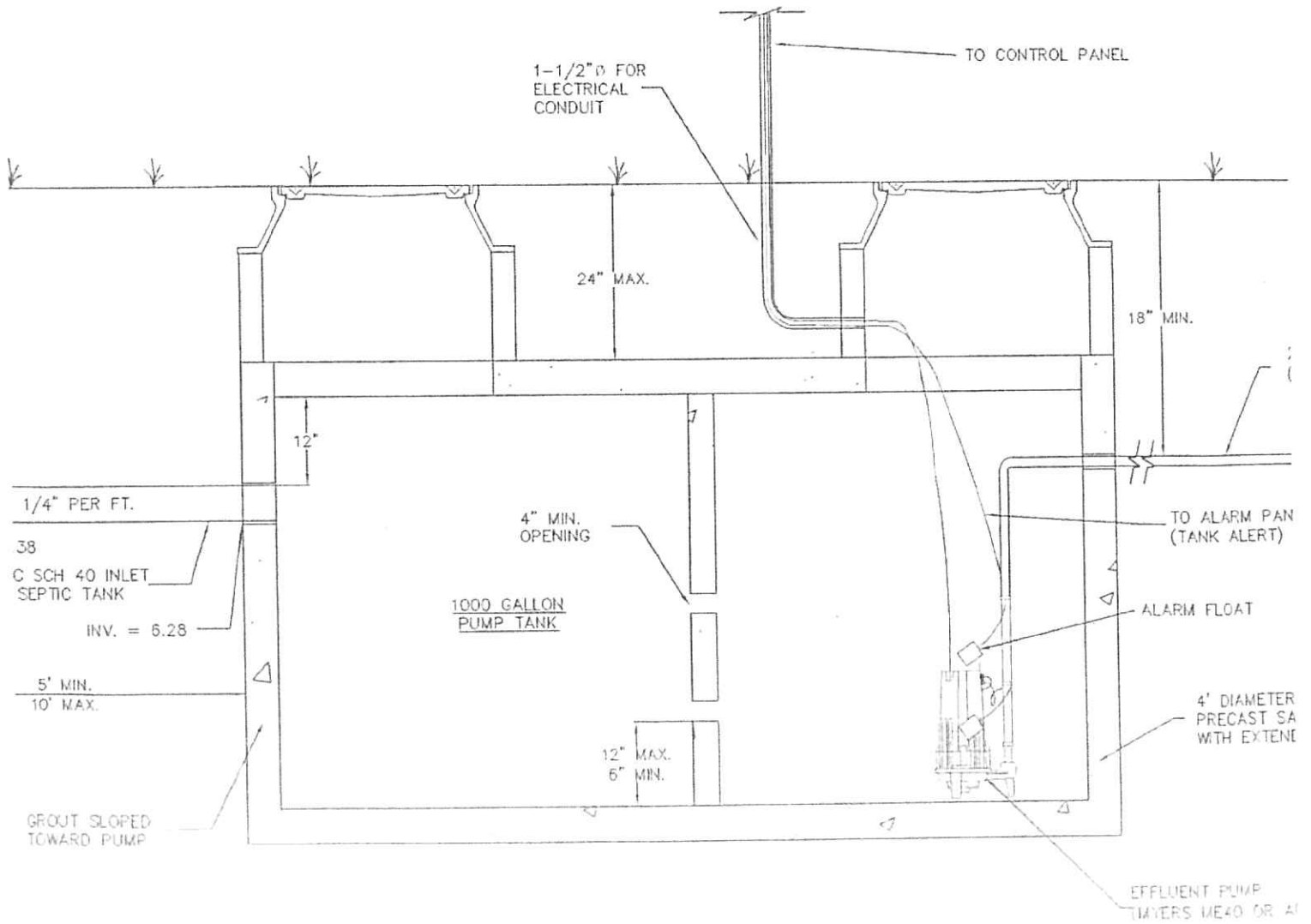


# DISTRIBUTION SYSTEM

NTS



34



STATION



STATEMENT OF COMPLETION

This is to certify that the proposed low pressure septic system and the pump to distribution box system installed for the Tark Commercial Park Shoppes were inspected on June 5, 2009. Everything has been installed satisfactorily and is in compliance with the drawings and specifications with the exception of the following items that need to be finished/fixed as also noted by David R. Swinney, R.S., Environmental Health Specialist, Albemarle Regional Health Services:

1. Cap off the vent/sludge pipe from the pump tank. There is currently a flange pipe sticking out of the pump tank that either needs to be finished as a vent or sealed off to prevent inflow/infiltration possibilities.
2. Need elapsed time meters for each pump as they are not installed in the current panel.



*[Handwritten Signature]* 6-5-09  
Sean C. Robey, P.E. - 18550

18550  
PO Box 339  
Camden, NC 27921  
ph 252.338.2913  
fx 252.338.5552  
info@hymanrobey.com  
hymanrobey.com

36

ALBEMARLE REGIONAL HEALTH SERVICES  
Final Inspection

Name: TARK & ASSOCIATES,INC

Permit #: 36693

Drain Field Type: Trench

System Installer: Parks

Septic Tank Serial: 651

Gallons: 1500

Pump Tank Serial: 651 (1500 gal septic with holes in baffle wall)

Sanitary Tee/Filter: Pass

Conveyance Pipe: Pass

Baffle Wall: Pass

Distribution Box Outlets Level: Pass

Nitrification Lines: Pass

Number of Nitrification Lines: 5

Comments: 5 office/retail spaces (500 gpd). Tanks and drainfield were installed on February 27, 2009. \* Tested pump and controls on June 5, 2009.

*Changes in Layout*

EHS

  
David Swinney

Date: 02/27/2009

# Camden County, North Carolina

PO Box 126, Camden 1, NC 27921 (252) 399-1919

PARCEL ID: 02.8945.00.09.5502.0000 CARD: 1 of 1 BLDG: 1

OWNER INFORMATION: TARK & ASSOCIATES INC.

330 E HWY 158  
CAMDEN NC 27921

NOTES

No Image Found

PROPERTY IMAGES

911 STREET ADDRESS

104 INVE STORS WAY	EXEMPT
DEED BOOK PAGE 6 101	
ACCOUNT	UPDATED
0	2/01/2013

LOCAL DESCRIPTION: CAMDEN BUSINESS PARK LOT: 33

BUILDING INFORMATION	
STRUCTURE	RETAIL STR
FOUNDATION	BRICK/STON
EXT SIDING	BRICK
ROOF STYLE	GABLE
ROOF MATERIAL	ASPH/FIBER
INSIDE WALLS	DRYWALL
FLOORING	TILE
HEAT	HEAT PUMP
HEAT FUEL	N/A
AIR COND	CENTRAL
STORIES	1.000
CONDITION	AVERAGE
GRADE	C
YEAR BUILT	2009
EFFECTIVE YEAR	2009
DEPT	3
BATHS	1.00
FIREPLACES	N/A
TOTAL SQFT	0

SALES INFORMATION	
DATE	
PRICE	\$0
QUALIFIED	-

ZONE	CODE	DESCRIPTION	FRONT DEPTH	UNITS	RATE	VALUE
HC	71050	COMMERCIAL AC		2.000 A	\$102,250.00	\$204,500
HC	71020	COMMERCIAL AC		1.840 A	\$40,000.00	\$73,600

Acres: 3.840 Total Land Value: \$278,100

ZONE	CODE	DESCRIPTION	FRONT DEPTH	UNITS	RATE	VALUE
------	------	-------------	-------------	-------	------	-------

Total Land Use Value: \$0

DESCRIPTION	LENGTH	WIDTH	UNITS	ADJ RATE	YEAR	VALUE
PAVING ASPHALT			40,625 SF	\$1.50	2009	\$60,329

Total Out Building Value: \$60,329

BUILDING SKETCH

IBAS2009	-180-	+
I		I
I		I
6		6
0		0
I		I
I		I
-180-		+

DESCRIPTION	SOFT	RATE	BUILDING SECTIONS	COST NEW	VALUE
BASE	10,800	\$50.08		\$540,821	\$535,412

OTHER FEATURES: \$3,960 Total Sections Value: \$539,372

TOTAL PARCEL VALUE	
LAND	\$278,100
BUILDING	\$539,372
OUT BUILDINGS	\$60,329
ASSESSED VALUE	\$877,801
LESS DEFERRED	\$0
TAXABLE VALUE	\$877,801

COURTHOUSE

36

NORTH CAROLINA  
CAMDEN COUNTY

THIS TRIPLE-NET LEASE AGREEMENT, made and entered into on the 25<sup>th</sup> day of JANUARY, 2013, by and between MaSuKi, INC., whose address is P.O. Box 374, Camden, NC 27921, and/or their assigns or successors, hereinafter referred to as "Landlord", and Camden County, whose address is P.O. Box 190, Camden, NC 27921, hereinafter referred to as "Tenant".

**Section 1. Premises:** Landlord hereby leases to the Tenant and Tenant hereby leases from the Landlord, upon terms and conditions hereinafter set forth, that certain building designed as Suite C, D, E & F (6,660 SF) situated at 104 Investors Way, Camden Business Park, Camden, North Carolina and commonly known as TARK SHOPPES.

**Section 2. Term:** The term of this Lease shall be Five (5) Years, beginning on February 1, 2013, and ending January 31, 2018, unless terminated earlier as herein provided, or unless renewed as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month of the Term hereof and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

**Section 3. Option to Renewal:** Landlord grants to Tenant the option to renew this Lease for additional Terms ("Option Term") on the same covenants and conditions as are herein contained, except as modified by this provision and agreement.

a. **Exercise of the Option:** The option shall be exercised by a writing delivered to Landlord by Tenant at least sixty (60) days prior to the expiration of the Term of this Lease.

b. **Effect of Failure to Exercise Option:** In the event Tenant shall fail to give Landlord written notice of its election to exercise its Option to renew this lease at least sixty (60) days prior to the expiration of the Term of this Lease, such option shall thereafter be and become null and void and of no further force and effect.

**Section 4. Rental:** The Tenant shall pay to the Landlord or its Agent without demand, an annual Lease Year Base Rental of [REDACTED]

Plus *Estimated Operating Costs* of: Insurance \$ .55/SF (\$3,663.00), Taxes \$ .67/SF (\$4,462.20), Grounds Maintenance \$ .30/SF (\$1,998.00), and Common Area Electric [REDACTED] /month/ann [REDACTED] for a total annual rental of [REDACTED] FIVE HUNDRED [REDACTED] DOLLARS AND 20/100 DOLLARS ONLY, payable in equal monthly installments of [REDACTED] THREE THOUSAND TWO HUNDRED FORTY [REDACTED] DOLLARS per month rent in advance on the first day of each calendar month during the first Lease Year. Tenant is individually responsible for county water and trash removal. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly rental due.

On each Lease Year Anniversary the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted:

by any change in the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities (CPI-W, 1982-1984=100) ("Index") by multiplying the then effective annual rental by the value of said Index for the month two months prior to the Lease Year Anniversary and dividing the product by the value of said Index for the month two months prior to the previous Lease Year Anniversary (in the instance of the first Lease Year Anniversary the value of the Index for the month two months prior to the first full month of the term hereof). In the event the Index ceases to be published there shall be substituted for the Index the measure published by the US Department of Labor which most nearly approximates the Index;

the annual Lease Year Base rental payable hereunder (and accordingly the monthly installments) shall be increased as follows during the duration of the lease term. (ie, \$4.00/SF first year; \$4.25/SF second year; \$4.50/SF third year; \$4.75/SF fourth year & \$5.00/SF fifth year)

if this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address: \_\_\_\_\_

**Section 5. Late Charges:** If Landlord fails to receive any rent payment within five (5) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5%) of the overdue amount or \$100 whichever is greater, plus any actual bank fees incurred for returned or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

**Section 6. Security Deposit:** Tenant shall deposit with Landlord or its Agent upon execution of the Lease \_\_\_\_\_ (one month rent) as a security deposit which shall be held as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on behalf of the Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, chargers or other sums due from Tenant, or towards any loss, damage of expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant shall upon demand restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the Security Deposit shall be returned in full to Tenant with thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. The Security Deposit may be placed in an interest bearing account and any interest thereon shall be the property of the party holding the same.

**Section 7. Rent Adjustment:** The Landlord reserves the right to increase the rental by an amount equaling the total increase in ad valorem taxes, hazard/general liability insurance premium and common area expenses, over the amounts in effect at the commencement date of this Lease Agreement. Said increase shall be divided by twelve (12) months, divided proportionately, and the result added to the monthly rent called for herein, beginning on the first month following notification of such increase.

**Section 8. Utilities:** The Tenant shall pay all charges for utilities, including but not limited to water, gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Landlord against any liability or damages on such account. The Landlord shall not be liable for any failure of water supply, or electric, or any service by any utility, or injury to person or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property or from any pipes, appliances or plumbing works. Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

**Section 9. Common Area Expenses; Rules & Regulations:** If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its proportionate share of common area maintenance expenses; common area electric, grounds maintenance and water expense (if not metered separately).

**Section 10. Landlord Repairs:** Landlord agrees to keep in good repair the roof, foundation, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful act of Tenant, its agents, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord for reason of such conditions. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

**Section 11. Tenant Repairs:** Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, plumbing, electrical, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant is responsible for all expenses to eliminate clogged drains, maintain and pump septic tank if it becomes necessary or is required by the Health Department at interim inspections. Tenant shall at all times keep all exterior entrances, all glass and show window moldings, all partitions, doors, fixtures, equipment, lighting, plumbing and other appurtenances thereto in good order, condition and repair, including replacement when necessary and reasonable periodic painting of the interior of the Leased Premises. Tenant shall be responsible for ensuring the sidewalk in front of the Leased Premises and any doorways, front or rear, are kept free of debris, snow or ice. Unless the grounds are common area of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

**Section 12. Alterations:** Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions, improvements will be accomplished in a good workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises, so long as Tenant is in compliance with Lease and not in default hereunder. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

**Section 13. Removal of Fixtures:** Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

**Section 14. Events of Default:** The happening of any one or more of the following events during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

**Section 15. Remedies Upon Default.** Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default within five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of the Lease other than payment of rental and Tenant fails to cure such default within fifteen (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's agent, without

advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenants default. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

**Section 16. Condemnation:** If the Leased Premises, or any part thereof, is taken by eminent domain, the Lease shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

**Section 17. Indemnification:** Except for claims arising out of acts caused by the affirmative negligence of the Landlord or its representatives, the Tenant shall indemnify and defend the Landlord and the Leased Premises, at the Tenant's expense, against all claims, expenses, and liabilities arising from (a) the management of any occurrence on or about the leased premises or any adjoining street or roadway; (b) any default by the Tenant hereunder, (c) any act of negligence by the Tenant or its agents, contractors, employees or licensees.

**Section 18. Fire or Other Casualty Losses:** If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, without the fault of the Tenant, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed by any such casualties, without the fault of the Tenant, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

**Section 19. Insurance:** The landlord shall keep the building containing the leased property insured against loss or damage by fire with extended coverage endorsement in an amount not less than eighty percent (80%) of the full insurable value as determined from year to year. The Tenant shall keep the leased property insured with a tenant owners policy for business personal property and betterments throughout the term of this Lease against claims for personal injury and property damage, under a policy of general public liability insurance, with such limits as may reasonably be requested by the Landlord from time to time, but not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate as a combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage as a split limit, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant and naming Landlord as additional insured. *Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the term of this Lease, and provide annually an updated certificate of insurance to Landlord.* Tenant must maintain insurance policy without lapse to remain in compliance with Lease. Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises.

**Section 20. Tax and Insurance Escalation:** Tenant shall pay upon demand as additional rental during the term of this Lease, and any extensions or renewal thereof;

- The amount by which all taxes on the Premises for each tax year exceed all taxes on the Premises for the tax year \_\_\_\_\_; or
- all taxes on the Premises for each tax year.

In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last lease year.

Tenant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof:

- the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or
- all fire and hazard, and extended coverage insurance including any and all public liability insurance on the building.

**Section 21. Tenant's Employment Responsibilities:** The Tenant shall be responsible for and save the Landlord harmless from all wages, salaries, or other benefits due Tenant's employees. Tenant shall also be solely responsible for the acquisition and payment of any goods and/or services used or performed by the Tenant in the conduct of its business.

**Section 22. Use of Premises:** The Premises shall be used for Camden County Library purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

**Section 23. Hazardous Waste:** Tenant specifically agrees that, except for such limited quantities of office materials and supplies of such type and in such quantities as are customarily used in Tenant's normal business operations (which shall be used only in accordance with applicable law and any manufacturers or suppliers guidelines), Tenant shall not engage or permit at any time, any operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental, or intentional) of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal law.

Tenant shall, during the Term, remain in full compliance with all applicable laws governing its use and occupancy of the Premises, including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous substances, materials or wastes, and any wastes regulated under any local, state or federal law. Tenant will remain in full compliance with the terms and conditions of all permits and licenses issued to it by any governmental authority on account of any or all of its activities on the Premises.

**Section 24. Environmental Laws.** (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landlord. Any approval must be preceded by submission to Landlord of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by Landlord, Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"; (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

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

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, from time to time, and regulations promulgated thereunder, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials) paid, incurred or suffered by, or asserted against, Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's agents, employees, invitees or successors in interest. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardous Materials, or if an environment protection lien is filed against the premises as a result of the actions of Tenant, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(e) Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state, or local authorities, of any fire, or any damage occurring on or to the Premises.

(f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

**Section 25. Assignment and Subletting:** Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

**Section 26. Surrender:** Upon the termination of this Lease, including any extension thereof, the Tenant shall surrender the above described premises to the Landlord in as good condition as the premises were in at the time of the initial occupancy thereof, reasonable use and wear and tear by the elements, or fire or other catastrophes not the fault of the Tenant, excepted.

**Section 27. Landlord's Entry of Premises:** Landlord may advertise the Premises "For Rent" or "For Sale" before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

**Section 28. Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Landlord's right to collect rent for the period prior to termination thereof.

**Section 29. Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to, estoppel certificates, subordination or attornment agreements.

**Section 30. Quiet Enjoyment.** So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

**Section 31. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of the Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 4 above shall for each month, or fraction thereof during which Tenant so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 4 above.

**Section 32. Abandonment.** Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

**Section 33. Attorney's Fees:** In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

**Section 34. Rights Cumulative.** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restricted of those given by law.

**Section 35. Waiver of Rights.** No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

**Section 36. Time of Essence.** Time is of the essence in this Lease.

**Section 37. Applicable Law:** This Agreement shall be construed and interpreted under the laws of the State of North Carolina.

**Section 38. Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**Section 39. Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**Section 40. Headings:** The headings, subheadings, and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Section 41. Definitions.** "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant",

and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**Section 42. Notices:** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's new address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 4 hereof.

*All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.*

**Section 43. Entire Agreement:** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

**Section 44. Authorized Lease Execution:** Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

**Section 45. Transfer of Landlord's Interest:** In the event of the sale, assignment or transfer by Landlord or its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

**Section 46. Amendments:** This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

**Section 47. Memorandum of Lease:** Upon request by either Landlord or Tenant, the parties hereto shall execute a short form (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such Memorandum of Lease shall be born by the party requesting execution of same.

**Section 48. Build Out:** The Landlord shall provide a shell space to include: plumbing brought through the slab for Men & Women restrooms, the SE cable from the gang meter to the back of the building with a 200 AMP panel. The Tenant shall be responsible for all cost incurred for build out for their specific plans, layout, business type, etc. Contractor shall complete construction to the Premises pursuant to final Plans and Specifications approved by Landlord and Tenant (the "Improvements"), in compliance with all applicable codes and regulations, any

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required permit or approvals, and recorded documents, and in a good and workmanlike manner free of defects. Refer to Exhibit "A", Construction by Tenant During Term.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 49. Signage:** Except as may be specifically set forth in the Lease, Tenant may not install, inscribe, paint or affix any awning, shade, sign, advertisement or notice on or to any part of the outside of the Premises without the express written consent of the Landlord. No items of any type shall be allowed on the sidewalk area without the prior written consent of Landlord. For aesthetic purposes, all signs will be approved by the Landlord and installed at Tenant's sole expense. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

**Additional Conditions:**

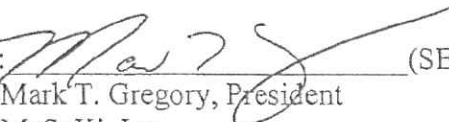
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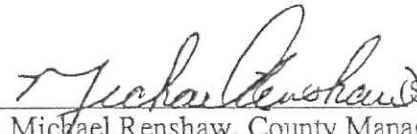
THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. NO REPRESENTATIONS ARE MADE CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT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

IN WITNESS WHEREOF, this Lease Agreement has been executed by each party hereto, in duplicate originals, on the date and year first above written.

LANDLORD

TENANT

By:  (SEAL)  
Mark T. Gregory, President  
MaSuKi, Inc.

By:  (SEAL)  
Michael Renshaw, County Manager  
Camden County, NC

Date 1-25-13

Date 1-25-18

\_\_\_\_\_

Exhibit A

CONSTRUCTION BY TENANT DURING TERM

**Section 1. Tenant to Complete.** If Tenant wishes to make changes to the Premises, such changes shall be completed pursuant to the provisions of the Lease and this Exhibit A. Tenant shall bear all costs of the improvements, which shall be performed by Tenants general contractor ("Contractor").

Contractor shall complete construction to the Premises pursuant to final Plans and Specifications approved by Landlord and Tenant (the "Improvements"), in compliance with all applicable codes and regulations, any required permit or approvals, and recorded documents, and in a good and workmanlike manner free of defects. Tenant's selections of finishes and materials shall be indicated on the Plans and Specifications, and shall be equal to or better than the minimum building standards and specifications.

**Section 2. Requirements Prior to Commencement:** Prior to commencing any work:

- a) Tenant's proposed Contractor and the Contractor's proposed principal subcontractors and suppliers shall be licensed and in good status with State and Local jurisdictions, licensing boards and/or the equivalent;
- b) Contractor shall submit to Landlord and Tenant a written bid for completion of the Improvements. Said bid shall include Contractor's overhead, profit and fees;
- c) Tenant or Contractor shall submit all Plans and Specifications to Landlord together with the location and use of any proposed staging areas, and no work on the Premises shall be commenced before Tenant has received Landlord's final written approval thereof, which shall not be unreasonably withheld, delayed or conditioned.
- d) Contractor shall complete all architectural and planning review and obtain all permits, including signage, required by the city, state or county in which the Premises are located; and;
- e) Contractor shall submit to Landlord verification of liability and workmen's compensation insurance adequate to fully protect Landlord and Tenant from and against any and all liability for death or injury to persons or damage to property caused in or about or by reason of the construction of any work done by Contractor or Contractor's subcontractors or suppliers; Landlord may determine the adequacy of such insurance, without limitation, in light of their consistency with the provisions in the Lease relating to Tenant's insurance.
- f) Unless otherwise waived in writing by Landlord, which waiver shall be in Landlord's sole discretion, Contractor shall provide payment and performance bonds in an amount equal to 100% of the estimate amount of Improvements.

**Section 3. Landlord's Administration.** Contractor and Contractor's subcontractors and suppliers shall be subject to Landlord's reasonable administrative control and supervision. Landlord shall provide Contractor and Contractor's subcontractors and suppliers with reasonable access to the Premises.

**Section 4. Contractor to Comply with Procedures.** During construction of the Improvements, Contractor shall adhere to the procedures shown in this Exhibit A, which represent Landlord's minimum requirements for completion of the Improvements.

**Section 5. Proof of Payment.** Upon completion of the Improvements, Tenant shall provide Landlord with such evidence as Landlord may reasonably request that the Contractor has been paid in full, and Contractor shall provide Landlord with the lien releases as requested by

Landlord, confirmation that no liens have been filed against the Premises or the Shopping Center. If any liens arise against the Premises or the Shopping Center as a result of the Improvements, Tenant shall immediately, at Tenant's sole expense, remove such liens and provide Landlord evidence that the title to the Shopping Center and Premises have been cleared of such liens.

**CONSTRUCTION POLICY**

The following policies outlined are the construction procedures for the Shopping Center. As a material consideration to Landlord for granting Landlord's permission to Tenant to complete the construction contemplated hereunder, Tenant agrees to be bound by and follow the provisions contained hereinbelow:

**Section 6. Administration.**

- a) Contractors must notify Landlord in writing at MaSuKi, Inc., P.O. Box 374, Camden, NC 27921, attention Mark Gregory, President, (252-331-2132), prior to starting any work.
- b) As-built construction, including mechanical drawings and air balancing reports will be submitted at the end of each project.
- c) The Contractor must provide for the removal of all trash and debris arising during the course of construction. At no time are the building's trash compactors and/or dumpsters to be used by the Contractor's clean up crews for the disposal of any trash or debris accumulated during construction. Landlord assumes no responsibility for bins. Contractor is to monitor and resolve any problems with bin usage. Bins are to be emptied on a regular basis and never allowed to overflow. Trash is to be placed in the bin at all times.
- d) All HVAC contractors must provide the following items to Landlord or its agent: (i) plan showing the new ducting layout, all supply and return air grille locations and all thermostat locations, including the location of any fire dampers, and (ii) an Air Balance Report reflecting the supply air capacity throughout the suite, which is to be given to Landlord or its agent at the finish of the HVAC installation.
- e) Any problems with construction per the plan, will be brought to the attention of and documented to the Landlord. Any material and substantial changes that need additional work not described in the Plans and Specifications must be approved in writing in advance by Landlord.

**Section 7. Premises and Shopping Center.** Tenant shall make no alterations or improvements or do any other work which would result in diminished market value of the Premises or Shopping Center.

**Section 8. Construction Requirements.**

- a) All Life and Safety and applicable Building Codes will be strictly enforced (i.e., tempered glass, fire dampers, exit signs, smoke detectors, alarms, etc.); Tenant or its agent shall coordinate the same in advance with Landlord or its agent.
- b) Electric panel schedules must be brought up to date identifying all new circuits added.
- c) All electrical outlets and lighting circuits are to be properly identified. Outlets will be labeled on back side of each cover plate.
- d) All electrical and phone closets being used must have panels replaced and doors shut at the end of each day's work. Any electrical closet that is opened with the panel exposed must have a work person present.
- e) All electricians, telephone personnel, etc. will, upon completion of their respective projects, pick up and discard their trash leaving the rooms clean. If this is not

complied with, a clean up will be conducted by the building janitors and the general contractor will be back-charged for this service.

f) Welding or burning with an open flame will not be done without prior approval of the Landlord or its agent. Fire extinguishers must be on hand at all times.

g) Neither "anchoring" of walls or supports to the concrete or core drilling may be done during normal business hours. This work must be scheduled after hours.

h) All HVAC work must be inspected by Landlord or its agent. The following procedures will be followed by the general contractor: (i) a preliminary inspection of the HVAC work in progress will be scheduled through Landlord or its agent prior to the reinstallation of the ceiling grid, (ii) a second inspection of the HVAC operation will also be scheduled through Landlord or its agent and will take place with the attendance of the HVAC contractor's Air Balance engineer. This inspection will take place when the suite in question is read to be air-balanced. (iii) Landlord or its agent will inspect the construction on a periodic basis as well.

i) All existing thermostats, ceiling tiles, lighting fixtures and air conditioning grilles shall be saved and turned over to Landlord or its agents.

j) The work site and common areas involved must be kept clean at all times. Food and related lunch debris are not to be left in the construction or surrounding areas.

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