

**WATERLEIGH PHASE 6 BOND COMPUTATIONS**

**10-25-23**

**Phase 6 Amounts:**

Sidewalk Bond: \$109,325.00 x 115% =	\$125,723.75
Pavement Markings: \$1,850 x 115% =	\$ 2,127.50
Street Lights (prepaid to Dominion):	\$ 0.00
Tree & shrub Installation: \$60,880 x 115% =	<u>\$ 70,012.00</u>
<b>Phase 6 Total =</b>	<b>\$197,863.25</b>



PROPOSAL / QUOTATION

QHOC

PROJECT

WATERLEIGH PH 6 SIDEWALKS

MOYOCK, NC

PLAN DATE: 3/18/2022

Contact: PERRY ARNETTE

Phone:

Fax:

Email:

Bid Date:

Revision: 0

Reliance Concrete Contractors, Inc.
2969 South Military Hwy. Chesapeake, VA 23323
757-967-9970 off. / 757-487-5190 fax (SWAM# 676650 - VDOT cert.# R688)

Table with 5 columns: DESCRIPTION, QTY, COST, UNIT, AMOUNT. Row 1: 4" CONC. SIDEWALK NONREINFORCED (BROOM FINISH), 2305.00, \$45.00, SY, \$103,725.00. Row 2: HCR W/DETECTABLE WARNING SURFACE, 4.00, \$1,400.00, EA, \$5,600.00.

EXCLUDES: STD EXCLUSIONS LINE 5 BELOW

- TERMS AND CONDITIONS:
1. Item base bid. Qty's to be determined by actual field measurements upon completion of work.
2. Any broken and/or damaged concrete to be repaired on time and material basis.
3. All work to be accessible by truck under its own power with no external assistance. All quoted concrete is 3000 psi unless noted otherwise.
4. Grade: to be + or - 0.10'
5. Price excludes: permits and bonds, engineering, surveying, layout, independent testing, traffic control, excavation, landscaping, stone under concrete, select fill, (not responsible for unsuitable subgrade, undercut or fill), concrete pumping, concrete sealing, joint sealing and any associated sawcutting, concrete steps, drop inlet/drain box collars, brick pavers, retaining walls, footers, mechanical/electrical pads, dowels and bollards, unless otherwise noted above.
6. Prices: Are based on the total of all line items identified above. If 25% or more of items are deleted from total quote, as presented above, the unit prices quoted no longer apply and will need to be re-evaluated. Prices are good for 90 days from proposal date.
7. Change Orders: No Changes will be performed until a fully documented change is executed and approved by the Contractor.
8. Payment: Will be paid to Reliance Concrete Contractor, Inc. regardless of terms set between the GC and owner. Net 30 days from invoice date, unless otherwise agreed to in writing with Reliance Concrete Contractors, Inc.
9. Retainage: All retainage to be paid within 90 days of substantial completion or if job is halted for more than 90 days.
10. Service Charge: Purchaser agrees to pay Reliance Concrete Contractors, Inc. a service charge of 1.5% per month, an annual percentage rate of 18%, on any outstanding balance/invoices past due. This service charge is in addition to and not in lieu of any other remedies Reliance Concrete Contractors, Inc. may have provided; however, Reliance Concrete Contractors Inc. reserves the right to require payment in advance.
11. Attorneys' Fees: Should this account be placed in the hands of an attorney for collections, purchaser agrees to pay an attorney fee of (25%) of the total amount due at the time the account is referred to the attorney. Purchaser further agrees to pay all court costs incurred by RCC, Inc.
12. Warranty: Reliance Concrete Contractors, Inc., as Subcontractor on the project, does hereby guarantee that all work, executed under the plans and specifications provided will be free from defects of materials and workmanship for a period of one (1) year, beginning from the date of substantial completion or determined by RCC, Inc. All defects occurring within that period shall be replaced or repaired at no cost to the Owner; ordinary wear or tear and unusual abuse or neglect notwithstanding. See note 2.

Table with 2 columns: TOTAL PROPOSAL COST, \$109,325.00

Acceptance: The above terms, conditions and descriptions are satisfactory and are hereby accepted. Must sign and return prior to work commencement.

Submitted By: [Signature]
Brian Hamilton, Vice President

Date: 10/24/2023

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

# Coastal Landscapes, Inc.

P.O. Box 57038  
 Virginia Beach, VA 23457  
 757-721-4109 Office  
 757-426-8585 Fax

# Bid

Date	Bid #
10/20/2023	PHASE 6

Name / Address
QHOC HOMES 417 CARATOKE HWY UNIT D MOYOCK, NC 27958

P.O. No.	Project/Job

Item	Qty	Description	Cost	Total
WATERLEIGH PHASE 6				
PLANE TREE	45	PA-- BLOODGOOD LONDON PLANETREE 2"CAL	225.00	10,125.00
MAPLE	35	AR-- OCTOBER GLORY MAPLE 2"CAL	225.00	7,875.00
BIRCH	8	BN-- RIVER BIRCH 2"CAL	225.00	1,800.00
CED	129	JV-- EASTERN RED CEDAR 15 GALLON	125.00	16,125.00
MAG	21	MV-- SOUTHERN MAGNOLIA 15 GALLON	125.00	2,625.00
REDB	49	CC-- EASTERN REDBUD 15 GALLON	125.00	6,125.00
FRI	66	CV-- FRINGE TREE (VIRGINICUS) 15 GALLON	125.00	8,250.00
HOLLY	43	IO-- AMERICAN HOLLY 15 GALLON	125.00	5,375.00
INK	25	IG-- GLABRA INKBERRY HOLLY 3 GALLON	30.00	750.00
WINTERBERRY	6	IV-- WINTERBERRY 3 GALLON	30.00	180.00
HOLLY	31	ICb-- BURFORD HOLLY 3 GALLON	30.00	930.00
MULCH	12	REGULAR MULCH (PER YARD)	60.00	720.00
BID DOES NOT INCLUDE: GRADING MAINTENANCE/WATERING EDGING SOIL TESTING/AMENDMENTS SEED/SOD				
			<b>Total</b>	\$60,880.00
E-mail	admin@coastallandscapes.hrcoxmail.com			

Coastal Landscapes, Inc., will provide materials and labor for proposed landscape. All plant materials are guaranteed for a period of one year from date planted. There is no guarantee on annuals, sod, seed, bulbs, perennials, palms or plants provided by owner/contractor. Plants that have been subject to extreme climatic conditions (i.e. flood, freeze, drought), neglect, improper watering, mechanical or animal damage will void guarantee. Unless otherwise noted, this bid does not include: maintenance, watering, grading, irrigation, soil amendments/testing, seed, sod or edging.

\_\_\_\_\_  
 Signature & Date

## Mark Bissell

---

**Subject:** FW: 4578 Pavement marking

---

**From:** patrick whitehurstsand.com <patrick@whitehurstsand.com>  
**Sent:** Wednesday, October 25, 2023 2:19 PM  
**To:** Mark Bissell <mark@bissellprofessionalgroup.com>  
**Cc:** 'Dave Klebitz' <davek@bissellprofessionalgroup.com>; 'Marcie Respass, Engineering Coordinator' <admin@bissellprofessionalgroup.com>  
**Subject:** Re: 4578 Pavement marking

\$1,850.00 for paint and handicap signs

**Patrick Whitehurst | Vice President**



**233 Woodville Road | Hertford, NC 27944**  
**Tel (252) 264-3027, Ext. 26 | Mob (252) 312-7999**

---

**From:** Mark Bissell <[mark@bissellprofessionalgroup.com](mailto:mark@bissellprofessionalgroup.com)>  
**Sent:** Wednesday, October 25, 2023 1:39 PM  
**To:** patrick whitehurstsand.com <[patrick@whitehurstsand.com](mailto:patrick@whitehurstsand.com)>  
**Cc:** Dave Klebitz <[davek@bissellprofessionalgroup.com](mailto:davek@bissellprofessionalgroup.com)>; Marcie Respass, Engineering Coordinator <[admin@bissellprofessionalgroup.com](mailto:admin@bissellprofessionalgroup.com)>  
**Subject:** 4578 Pavement marking

Patrick,

Perry asked me to send this for pricing. 5 Crosswalks and CBU striping for phase 6.

Thanks,

Mark S. Bissell, PE



*The Coastal Experts*  
Celebrating Innovative Services Since 1985!

3512 N. Croatan Hwy. \* PO Box 1068 \* Kitty Hawk, NC 27949  
O: (252) 261-3266 F: (252) 261-1760 C: (252) 216-1833  
**Firm License # C-0956**  
[www.bissellprofessionalgroup.com](http://www.bissellprofessionalgroup.com)



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# EPA SWMM Model Report

## Pond 3B As-Built (Final - All Phases)

Waterleigh Subdivision  
Moyock, Currituck County  
July 25, 2023



7/25/23

### General

The following addendum evaluates the as-built condition for Pond 3B of the Waterleigh Subdivision. This is presented as an addendum to the original report as it represents the final completion of all phases of development associated with the Overall Stormwater Plan for Waterleigh, Currituck Reserve, and Glenmoor Subdivisions.

Since model parameters, storm information, etc. are presented in the original EPA SWMM Model Report, this addendum will focus on results for the Pond 3B as-built and final construction drainage details in order to demonstrate compliance with Currituck County requirements.

### Compliance of As-Built Pond 3B at Final Project Buildout

Pre-development peak flow was calculated utilizing the NRCS (SCS) Method as incorporated into EPA SWMM software. The four outfalls analyzed as control links in the original Overall Model were analyzed for the Final Project Buildout with As-Built conditions for Pond 3B entered.. Please note that these Pre-development flows reflect the original Overall Model. Pre-development (target) peak flows calculated for the Final Project Buildout condition are as follows:

#### 2-yr Pre-Construction Peak Flow:

<u>Outfall</u>	<u>Link</u>	<u>Pre-con (2-yr Storm)</u>
Ward Outlet	E003-E002	18.71 cfs
Ward Roberts Outlet	E006-E005	10.04 cfs
Harcum Farm Ditch 1	E150-E008	12.96 cfs
Unnamed	E163-E011	5.46 cfs

#### 100-yr Pre-Construction Peak Flow:

<u>Outfall</u>	<u>Link</u>	<u>Pre-con</u>
Ward Outlet	E003-E002	45.70 cfs
Ward Roberts Outlet	E006-E005	42.33 cfs
Harcum Farm Ditch 1	E150-E008	27.25 cfs
Unnamed	E163-E011	36.84 cfs

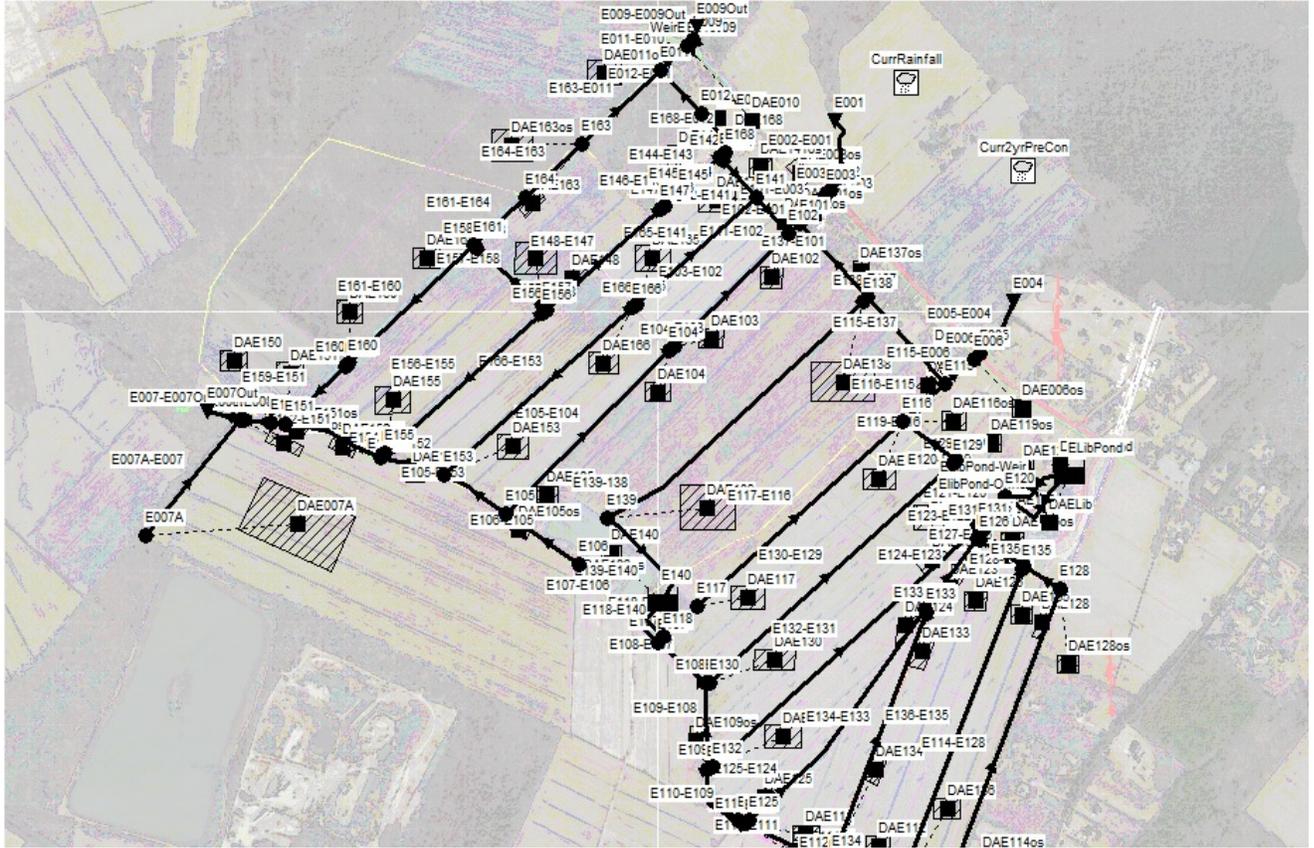
**EPA SWMM Model (Ex. Conditions Aerial Schematic):**

Full-Size (readable) Copy enclosed with original submission



# EPA SWMM Model (Ex. Conditions Graphical Model):

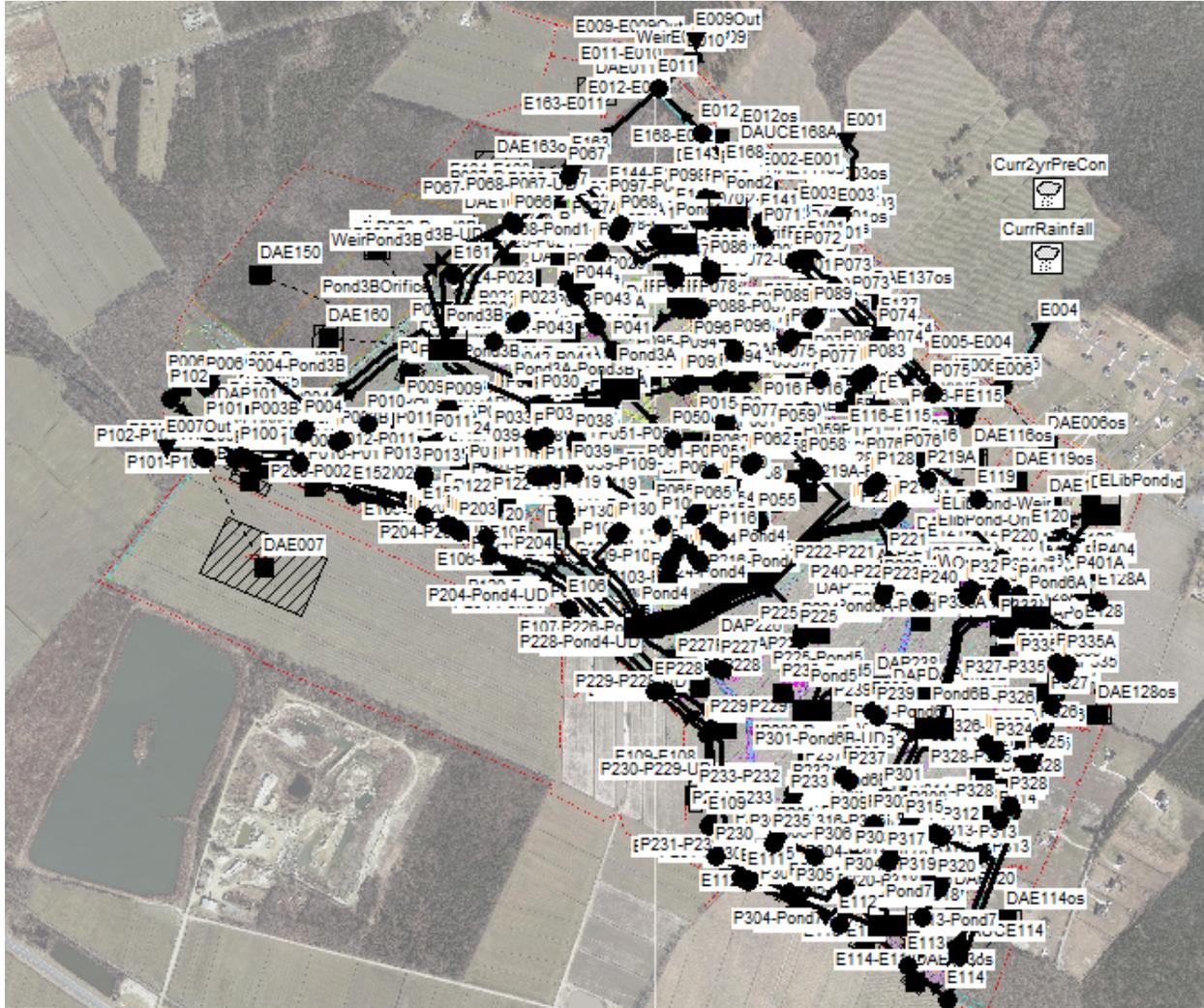
Electronic Copy available on request





## EPA SWMM Model (Prop. Conditions Graphical Model):

Electronic Copy available on request



## Model Hydrology

Runoff was modeled utilizing the NRCS (SCS) Method for the 2-yr, 10-yr, and 100-yr, 24-hour storm events. NRCS standard Type III (coastal) rainfall distributions were utilized with total rainfall depths of:

2yr, 24hr Total Rainfall Depth = 3.71 in. (Currituck County Standard)

10yr, 24 hr Total Rainfall Depth = 5.74 in. (NOAA Atlas 14)

100yr, 24 hr Total Rainfall Depth = 9.54 in. (NOAA Atlas 14)

Runoff was routed through the model utilizing a Dynamic Wave method.

## Methodology

In the Overall Model, four outfalls from the subject property were identified:

<u>Outfall</u>	<u>Associated Model Control Link</u>
Ward Outlet	E003-E002
Ward Roberts Outlet	E006-E005
Harcum Farm Ditch 1	E150-E008
Unnamed	E163-E011

Within the property, the existing farm ditches are interconnected such that flows can “balance” between the outfalls and such that areas within the property may contribute runoff to more than one outfall over the course of a storm.

All contributing drainage areas flowing to the four outlets were analyzed and on-site areas were segregated from off-site areas. For the Existing Conditions model, the 2-year rainfall event was applied to on-site drainage areas and the 10-yr rainfall event was applied to off-site drainage areas (It is important to note that in the Phase 2 model, future phases were considered “off-site” and the 10-year rainfall event was applied). Control Links were identified at locations between the project boundary and the outfall links (noted above). These control links were utilized as the “comparison locations” to analyze the effectiveness of the system design in mitigating post-construction flows to pre-construction levels.

Off-site drainage areas were included in the analysis so that tailwater effects at the outfalls can be properly accounted for in the model. One nuance of this comprehensive approach is that in the existing condition model assigning the 2-yr rainfall event to the on-site drainage areas, the 10-year runoff was backflowing up the ditches at the E163-E011 link. To address this, a theoretical “check-valve” was placed in the ditch at this location.

Two Existing Conditions models were run to generate flow control values for the four outfalls: In order to generate the control flow values for the post-construction 10-yr rainfall event, the Pre-Con 10-yr/2-yr Model was run which assigned the 2-yr rainfall event to on-site drainage areas and the 10-yr rainfall event to off-site drainage areas. In order to generate the control flow values for the post-construction 100-yr rainfall event, the Pre-Con 100-yr Model was run which assigned the 100-yr rainfall event to all drainage areas within the model.

The Post-Construction design consists of a network of large interconnected ponds with a Normal Water Surface Elevation of 4.0’ distributed throughout the proposed project and connected to the four outfalls via four weir control structures. The interconnection of the systems allows “balancing” of flows amongst the outfalls in order to mimic the existing condition. The four downstream Control Links remain unchanged and flows at these locations are analyzed to demonstrate compliance with Currituck County’s flow mitigation requirements.

Two Proposed Conditions models were run to generate flow control values for the four outfalls: In order to generate the control flow values for comparison with the Pre-Con 2yr/10-yr Model, the Post-Con 10-yr Model was run which assigned the 10-yr rainfall event to all drainage areas. In order to generate the control flow values for comparison with the Pre-Con 100-yr Model, the Post-Con 100-yr Model was run which assigned the 100-yr rainfall event to all drainage areas within the model.

The same weir configurations as presented in the Overall Model were utilized for the Phase 2 design (so that the weirs will not have to be modified in the future). The final design calls for the following control structures:

<u>Outfall</u>	<u>Link</u>	<u>Weir Configuration</u>
Ward Outlet	E003-E002	0.9’ Weir @ Elev. 4.0’ and 4.0’ Weir @ Elev. 6.1’
Ward Roberts Outlet	E006-E005	0.7’ Weir @ Elev. 4.0’ and 2.0’ Weir @ Elev. 7.0’
Harcum Farm Ditch 1	E150-E008	0.7’ Weir @ Elev. 4.0’ and 4.0’ Weir @ Elev. 6.4’
Unnamed	E163-E011	0.5’ Orifice @ Elev. 5.2’ and 4.0’ Weir @ Elev. 6.4’

## Results:

A complete tabulation of the results for Model Elements will be made available upon request (via compact disk). Summary results pertaining to the design and Currituck County Compliance are as follows:

### 2-yr Rainfall / 10-yr Rainfall Peak Flow Mitigation:

<b>2-yr/10-yr Peak Flow Mitigation:</b>			
<b><u>Outfall</u></b>	<b><u>Link</u></b>	<b><u>Pre-con (2-yr Storm)</u></b>	<b><u>Post-con (10-yr Storm)</u></b>
Ward Outlet	E003-E002	18.71 cfs	16.32
Ward Roberts Outlet	E006-E005	10.04 cfs	7.83
Harcum Farm Ditch 1	E150-E008	12.96 cfs	11.15
Unnamed	E163-E011	5.46 cfs	4.98

### 100-yr, 24 hr Rainfall Peak Flow Mitigation:

<b>100-yr Peak Flow Mitigation:</b>			
<b><u>Outfall</u></b>	<b><u>Link</u></b>	<b><u>Pre-con</u></b>	<b><u>Post-Con</u></b>
Ward Outlet	E003-E002	45.70 cfs	37.78
Ward Roberts Outlet	E006-E005	42.33 cfs	28.56
Harcum Farm Ditch 1	E150-E008	27.25 cfs	26.51
Unnamed	E163-E011	36.87 cfs	35.38

## Conclusions:

The As-Built of Pond 3B at Final Project Buildout complies with the Currituck County Stormwater Ordinance requirement that Post-Development peak flow from the 10-yr, 24 hr rainfall event be maintained at or below the Pre-Development peak flow from a 2-yr, 24hr rainfall event across a theoretical wooded site.

## ATTACHMENT "A"

### Waterleigh Phase 6

#### Updated Reserve Fund Calculations - Overall

A. Temporary Reserve Fund Calculation:

1. Phase 6: Roadway Base Course Construction Cost:	\$ 33,325.00
: Roadway Surface Course Construction Cost:	<u>109,744.00</u>
Phase 6 Subtotal:	\$143,069.00
2. Phase 5A: Roadway Base Course Construction Cost:	\$ 31,175.00
: Roadway Surface Course Construction Cost:	<u>\$ 92,959.08</u>
Phase 5A Subtotal:	\$124,134.08
3. Phase 2: Roadway Base Course Construction Cost:	\$ 32,130.00
: Roadway Surface Course Construction Cost:	<u>\$ 78,352.00</u>
Phase 2 Subtotal:	\$110,482.00
4. Phase 4: Roadway Base Course Construction Cost:	\$ 87,000.00
: Roadway Surface Course Construction Cost:	<u>\$ 93,288.00</u>
Phase 4 Subtotal:	\$180,288.00
5. Phase 3: Roadway Base Course Construction Cost:	\$ 90,300.00
: Roadway Surface Course Construction Cost:	<u>\$ 91,080.00</u>
Phase 3 Subtotal:	\$181,380.00
6. Phase 1: Roadway Base Course Construction Cost:	\$160,300.00
: Roadway Surface Course Construction Cost:	<u>\$280,140.00</u>
Phase 1 Subtotal:	\$440,440.00
<u>Total Roadway Cost Phases 1, 2, 3, 4, 5A &amp; 6:</u>	\$1,179,793.08

Temporary Fund Amount: 10% of \$1,179,793.08= \$117,979.31

B. Permanent Reserve Fund Calculation:

1. Annual Cost of Common Area & Stormwater Maintenance:	\$ 29,635.00
2. Annual Cost of Common Area Insurance:	<u>\$ 991.00</u>
	\$ 30,626.00

Permanent Reserve Fund Amount: 2 x \$30,626.00= \$ 61,252.00

**INVOICE**

252-202-6645  
Countryscapesclay@hotmail.com

366 N Gregory Road  
Shawboro, NC  
27973

Attention: Perry Arnette  
Land Development manager  
QHOC  
Moyock, NC 27958  
Date: 5/16/2023

Project Title: Waterleigh 6  
Project Description: Stone for road  
P.O. Number:  
Invoice Number:  
Terms: 30 Days

Description	Quantity	Unit Price	Cost
Stone	1550	\$21.50	\$33,325.00
		Subtotal	\$33,325.00
		Total	\$33,325.00

Thank you for your business. It's a pleasure to work with you on your project.  
Your next order will ship in 30 days.

Sincerely yours,

Urna Semper

# C & L Concrete Works, Inc

P.O. Box 178  
 Camden, North Carolina 27921  
 Office (252) 335-1994  
 Fax (252) 331-1111

Proposal submitted to: Quality Homes of Currituck Attn: Perry Arnette	Phone:252-435-2718 parnette@qhoc.com	Date: 10/20/23
417-D Caratoke Hwy	Job Name: Waterleigh Phase 6	
Moyock, NC 27958	Job Location: Waterleigh Subdivision	

Description of work and price:

Mobilization	\$1,200.00
Fine grading	\$2,400.00
Install 9.5 B NCDOT approved asphalt	\$106,144.00
<b>TOTAL</b>	<b>109,744.00</b>

Unless a lump sum is to be paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to are estimates and that payment shall be made at the stated unit prices for the actual quantities of work performed as determined upon the completion of the work. Any changes from the above described work involving extra cost will be executed only upon written orders and will be billed as an extra charge over and above this estimate.

Estimates for work performed will be submitted every 30 days. Payment of these estimates is due upon receipt. The balance will be due upon completion of work. Any unpaid balance after 30 days will be subject to an 18% annual finance charge.

If this proposal meets with your acceptance, please sign and return the attached copy.

This proposal expires 30 days from the date hereof, but may be accepted at any later date at the sole option of C & L Concrete Workst Inc.

upon default, the holder of this note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, grantor and endorser of this note hereby agree to pay to the holder the sum of fifteen (15%) percent to the outstanding balance owing on said note for reasonable attorney's fees, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default.

ACCEPTED: \_\_\_\_\_

Firm Name

By: \_\_\_\_\_

Name and Title

Date:

\_\_\_\_\_



For C & L Concrete Works, Inc.

Date:

10 - 20 - 23

# Lucas Lawn Care

*HOG, HAUL, GRADE AND GRIND*

104 Tulls Bay Drive  
Moyock NC 27958

**Bill To:**

Waterleigh (Phases 1 & 2,3 & 4)

Description	AMOUNT
Waterleigh Annual storm water and landscape maintenance: Stormwater: Monthly inspection of ponds, collector ditches and outlet structures; repair eroded areas on banks & clear pipes of sediment & debris as necessary Lawn areas: Biweekly mowing of common areas April through October	29,635.00
<b>TOTAL</b>	<b>\$ 29,635.00</b>

Make all checks payable to LUCAS LAWN CARE LLC

**THANK YOU FOR YOUR BUSINESS!**

# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance

**Prepared for:**  
WATERLEIGH HOA  
417 CARATOKE HWY  
MOYOCK, NC 279588608

**Presented By:**  
CHOICE INSURANCE AGENCY

Proposal Print Date:07/26/2023

# SELECTIVE

BE UNIQUELY INSURED<sup>SM</sup>

Quotation of Commercial Insurance  
Service  
New Business

**Prepared for:**  
WATERLEIGH HOA  
417 CARATOKE HWY  
MOYOCK, NC 279588608

**Presented By:**  
CHOICE INSURANCE AGENCY

The following quotation of insurance has been developed for the above captioned risk.  
IT IS AGREED AND UNDERSTOOD NO COVERAGE HAS BEEN BOUND.

This quotation will expire after ( 30 ) days Or the effective date of requested coverages unless otherwise notified.

Proposal Print Date: 07/26/2023  
Underwritten By:  
Selective Ins Co of the Southeast



# PROVIDING UNIQUE INSURANCE SOLUTIONS SINCE 1926

Since its founding, Selective has built a reputation for providing unique insurance solutions backed by outstanding customer service. This reputation has recently been rewarded with an “A+” (Superior) Rating from AM Best, with an “A” or better for more than 9 decades.

Today, **Selective Insurance Group, Inc.** is a holding company for 10 property and casualty insurance companies that partner with independent agents to offer standard and specialty insurance for commercial and personal risks. Selective invites its customers to Be Uniquely Insured in partnership with independent agents, who together deliver a best-in-class customer experience.

Headquartered in Branchville, New Jersey since 1926, Selective employs a diverse workforce of more than 2,300 engaged professionals. As the 39th largest U.S. property & casualty group in 2021 (per AM Best), Selective is a super-regional insurance carrier with Commercial Lines in 27 states, Personal Lines in 15 states, Excess & Surplus Lines in 50 states, while being the 4th largest “Write Your Own” insurance carrier in the National Flood Insurance Program.

Selective’s unique position as both a leading insurance group and an employer of choice is recognized in a wide variety of awards and honors, including a listing in the Fortune 1000 and being named one of the Best Workplaces in Financial Services & Insurance™ in 2021 by Great Place to Work® and Forbes.

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BE UNIQUELY INSURED®



# Safety Management Starts Here

Here's what we can do for you:



## Contractual Risk Transfer (CRT)

Help protect your bottom line with CRTs that allocate liability and responsibility to the appropriate party.



## Slip, Trip, and Fall Assessment

Evaluate the risks of slips, trips, and falls around your property and help prevent injuries with an interactive online assessment.



## Job Site Risks Assessment

Find opportunities to create a safe and compliant job site for you and your team with an interactive online assessment.



## Digital Services to Support Your Business

We offer a suite of online, self-service resources, including industry-specific safety programs and training to help you create a safer environment for all.



## Contractors Completed Operations Assessment

Determine if you've done all you can to prevent property damage or injury after the job is complete with an interactive online assessment.



Watch how Safety Management makes a difference

Watch Now



# WHAT YOU CAN EXPECT AS A SELECTIVE CUSTOMER

## Prior To Policy Issued

Our trusted independent agents will work closely with you to customize insurance protection that meets your unique needs.

## As A Selective Customer

When you choose to Be Uniquely Insured, you get more than just a policy. You can rely on us to be there for you before, during, and after a claim. We even offer a broad range of value-added services that further enhance your experience.



### EXCEPTIONAL SERVICE



#### Unique Policy Add-Ons

Ask your agent about enhancements for your policy. Add our flood insurance and umbrella insurance for even more protection.



#### “A+” Superior Rating

Selective has been rewarded with an “A” (Excellent) or better Rating from AM Best for over 90 years.



#### Flexible Payment Options

We offer various flexible payment plans, and multiple ways to pay. Receive billing reminders via email or text.



#### Be In The Know

Stay current with proactive auto and product recalls, customized weather alerts, billing reminders, claims notifications, and more.

### VALUE BEYOND COVERAGE



#### Safety Management

Our Safety Management team can help you address your industry-specific risks with expertly-crafted resources like safety programs, training, and more.



#### NT24

Manage Workers Compensation claims expenses and return-to-work initiatives with a 24/7 nurse hotline.



#### Praesidium

Create a safer environment for customers and employees with the help of expert abuse or molestation prevention resources.



#### Security Mentor

Teach employees to protect valuable online business data with interactive security training courses.

### INSURANCE AT YOUR CONVENIENCE



#### MySelective Online Account

Manage your insurance account your way with online features like paperless billing and policy, quick auto ID card access, claims reporting, and more.



#### Award-Winning Mobile App

Our MySelective app has received numerous awards and has a 4.6/5 app store rating.

LEARN MORE  
ABOUT SELECTIVE!  
[selective.com](https://selective.com)



**SELECTIVE**  
BE UNIQUELY INSURED®

f | @ | in | | |  
selective insurance

Quotation of Commercial Insurance

WATERLEIGH HOA

Quote # 34863800

Policy Period: 07/26/23 to 07/26/24

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This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

WATERLEIGH HOA

Quote # 34863800

Policy Period: 07/26/23 to 07/26/24

## Premium Summary

<u>Coverage</u>	<u>Premium</u>
General Liability	\$991.00
<b>Total Premium</b>	<b>\$991.00</b>

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.



Quotation of Commercial Insurance

WATERLEIGH HOA

Quote # 34863800

Policy Period: 07/26/23 to 07/26/24

**Policy Location Schedule**

<u>Loc#</u>	<u>Bldg#</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001	001	102 MOORLAND WAY	MOYOCK	NC	27958

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Quotation of Commercial Insurance

WATERLEIGH HOA

Quote # 34863800

Policy Period: 07/26/23 to 07/26/24

**General Liability**

**Policy Level**

	<u>Limit</u>	<u>Premium</u>
General Aggregate	2,000,000	
Products/Completed Ops	2,000,000	
Each Occurrence	1,000,000	
Personal & Advertising Injury	1,000,000	
Fire Damage	500,000	
Medical Expense	15,000	
<u>Additional Coverages</u>	<u>Quantity/Limit</u>	<u>Premium</u>
ElitePac General Liability Extension Endorsement		\$37.00

**Location Level**

Location 001/001 - 102 MOORLAND WAY, MOYOCK, NC  
Class 68500 - TOWNHOUSES OR SIMILAR ASSOCIATIONS

<u>Coverage</u>	<u>Exposure</u>	<u>Premium</u>
Premises Operation (Final Rate 3.739)	250	\$935.00

**Other**

Terrorism Premium (Certified Acts)	<u>Premium</u>
	\$19.00

**Total General Liability Premium \$991.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

Selective understands you have unique insurance needs. Working with your agent, based on eligibility you can select from our various premium installment plans to meet your needs. Your options may include:

- **1-Pay:** Due in full at policy inception
- **Quarterly:** Four equal installments due quarterly with the first installment due at policy inception
- **10-Even Pay:** Ten equal installments due monthly with the first installment due at policy inception
- **12-Even Pay\*:** Twelve equal installments due monthly with the first installment due at policy inception  
*(\*Only offered for enrolled customers on Auto Recurring with ACH/bank account payment method. Customers who chose to alter their payment method to other than Auto Recurring with ACH/Bank account will be moved to the 10-Even Pay plan upon renewal)*

**Note:** Policies on the same billing account may have different payment plans. Installment fees may apply.

### Manage Your Account Your Way with MySelective

Register for MySelective to manage your insurance account with unique features like instant certificates of insurance, online claims reporting, paperless policy and billing, and more.

There are two ways to get started:

1. **Online**
  - Visit [Selective.com](https://selective.com)
  - Click Login and then select Customers > Business & Individual Customers
  - Click Create an Account
    - Activate your account using your email, mobile phone, or policy number
2. **Mobile App**
  - Visit the Apple App Store® or the Google Play™ store and search for 'MySelective'
  - Download and open the app
  - Select Create an Account

Activate your account using your email, mobile phone, or policy number.

### PaySync® Flexible Payment Program

Get the cash flow flexibility you need with PaySync for your eligible Selective Workers Compensation (WC) and Commercial Package Policy (CPP) – no down payments or special underwriting guidelines apply.

- PaySync for WC – pay your premium installments based on your payroll
- PaySync CPP – choose to have your premiums broken into 12, 24, 26, or 52 payments

You'll need to submit your payroll information to Selective each pay cycle to maintain PaySync WC eligibility. You can also have a third party, such as an accountant or payroll processor, submit your payroll on your behalf.

Visit [selective.com/paysync](https://selective.com/paysync) or contact your agent to discover more PaySync benefits.

Quotation of Commercial Insurance

WATERLEIGH HOA

Quote # 34863800

Policy Period: 07/26/23 to 07/26/24

### **Terrorism (Certified Acts) Information**

Refer to attached IN 0585 1220 Policyholder Disclosure Notice - Offer of Terrorism Insurance Coverage and Rejection Form – Effective Until Revoked

**YOUR POLICY INCLUDES TERRORISM COVERAGE FOR AN ADDITIONAL PREMIUM OF:  
TERRORISM - CERTIFIED ACTS: \$19.00**

This non-binding proposal is only a summary of premium. It is not a guarantee that the actual premium will not exceed the amount of the proposal. No coverage is provided by this summary nor does it replace any provisions of the final policy. For specific terms and restrictions, refer to the individual policy and coverage forms.

# POLICYHOLDER DISCLOSURE NOTICE OFFER OF TERRORISM INSURANCE COVERAGE AND REJECTION FORM — EFFECTIVE UNTIL REVOKED

## Offer of Coverage:

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from “acts of terrorism”, as defined in Section 102(1) of the Act. The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an “act of terrorism”; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**You may accept or reject insurance coverage for losses resulting from certified “acts of terrorism”.**

- If you accept this offer of coverage simply pay your billed premium, which includes the amount shown below. You do not need to do anything else.
- If you would like to reject this coverage, please see the section of this form entitled Rejection of Terrorism Insurance Coverage and follow the instructions. Even if you reject this coverage, state law prohibits us from excluding fire losses resulting from an “act of terrorism”. Therefore, the terrorism exclusion we place on your policy will contain an exception for fire losses resulting from an “act of terrorism”. The additional premium for such fire losses resulting from an “act of terrorism” is shown below. **Please note that if you reject coverage for losses resulting from certified “acts of terrorism”, we will not provide coverage on renewals of this policy unless you ask us for coverage in the manner set forth in our “Offer of Terrorism Insurance Coverage When Terrorism Insurance Coverage Was Previously Rejected” form, which will be attached to renewals of this policy.**

## Disclosure of Premium:

The portion of your annual premium that is attributable to coverage for “acts of terrorism” is \_\_\_\_\_ and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

The premium for terrorism (fire only) coverage is \_\_\_\_\_ and is due regardless of whether you reject coverage for certified “acts of terrorism”.

Please be aware that even if you purchase coverage for losses resulting from certified “acts of terrorism”, your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified “act of terrorism”.

**Federal Participation in Payment of Terrorism Losses:**

You should know that where coverage is provided by this policy for losses resulting from certified "acts of terrorism", such losses may be partially reimbursed by the United States Government under a formula established by federal law. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

**Cap on Insurer Participation in Payment of Terrorism Losses:**

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified "acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**Rejection of Terrorism Insurance Coverage:**

You may reject this offer of coverage by checking the box, filling in the information below, signing and returning this form to your agent. If you choose to reject this offer of coverage, we will add an exclusionary endorsement to your policy to eliminate coverage for losses resulting from certified "acts of terrorism".

**Rejection of Coverage - Effective Until Revoked**

**I HAVE READ THIS FORM IN ITS ENTIRETY AND DO NOT WANT TO PURCHASE COVERAGE FOR CERTIFIED "ACTS OF TERRORISM". I UNDERSTAND THAT THIS REJECTION IS EFFECTIVE UNTIL I AFFIRMATIVELY REVOKE IT IN THE MANNER SET FORTH IN SELECTIVE'S "OFFER OF TERRORISM INSURANCE COVERAGE WHEN TERRORISM INSURANCE COVERAGE WAS PREVIOUSLY REJECTED" FORM, AND THAT IF I SIGN THIS FORM THIS POLICY AND ANY RENEWALS WILL EXCLUDE COVERAGE FOR LOSSES RESULTING FROM CERTIFIED "ACTS OF TERRORISM".**

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy or Quote Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# PRAESIDIUM

## WHAT YOU DON'T KNOW CAN HURT THOSE IN YOUR CARE AND YOUR ORGANIZATION.

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and the organization's reputation, financial stability, and trust within the community. Who you should screen can depend on many factors, such as if the person is a new full-time hire, a season hire, or even a current employee. In determining the types of checks to utilize, organizations should follow all state, federal, and licensing regulations and consider an individual's level of access. Level of access may be influenced by:

## WHO IS PRAESIDIUM?

Praesidium is the national leader in abuse risk management. With more than two decades of experience, and serving thousands of clients, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research. We know how abuse happens in organizations . . . and how to prevent it.

- **Frequency:** How frequently does the individual work around or interact with consumers? Is it a one-time event or every day?
- **Duration:** What is the duration of the individual's interactions? Is it a one-time, one-hour event or an entire summer?
- **Level of Supervision:** Are the individual's interactions always supervised by another adult or are they one-on-one with consumers?
- **Nature of the Relationship:** What is the nature of the relationship between the individual and the consumers in the program? Does the individual merely supervise an area during an event that has consumers, or are they getting to know individual consumers and families while counseling, tutoring, or providing personal care services?

**Selective Insurance has partnered with Praesidium to offer you discounted background screening services for your organization.**

## FOUR ELEMENTS FOR A THOROUGH BUT COST-EFFECTIVE BACKGROUND CHECK:

- **Check Facts:** Aliases, DOBs, and address history all drive research and help to paint a complete picture.
- **Search Wide:** Multi State criminal and national sex offender databases will identify the unexpected.
- **Search Deep:** Targeted county level searches will give real-time information where records are most likely to be found.
- **Ask Questions:** References can provide insights on behavior and clues to non-criminal boundary issues.

## WHO SHOULD YOU SCREEN, AND HOW OFTEN?

- **New Hires/Volunteers:** A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
- **Seasonal Hires/Volunteers:** Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.
- **Re-Screening:** Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

For more information go to: [selective.com/praesidium](http://selective.com/praesidium) - (800.743.6354) - [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)  
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

**BACKGROUND SCREENING FOR SELECTIVE INSURED**

Praesidium offers a selection of background screening packages plus a la carte services to empower your organization to conduct right-sized research. Praesidium’s team can help contextualize the screening process as part of an overall culture of safety and discuss how screening works in hand with other abuse prevention efforts. Praesidium’s team can also help you understand who to screen, how often, and the importance of re-screening.

In addition to Background Screenings – you can now access Praesidium Academy to add further training on abuse prevention. Praesidium Academy online training includes supporting tools that enhance both the short and long-term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior. Access to this system is **free** to Selective insureds.

	LOW ACCESS VOLUNTEERS	HIGH ACCESS VOLUNTEERS	EMPLOYEES	FINANCIAL ACCESS	A LA CARTE
	STARTING AT \$16	STARTING AT \$16	STARTING AT \$16	STARTING AT \$37	INDIVIDUAL COST PER SERVICE
Employment Credit (\$60 one-time set up fee required)				X	\$10.00
Confidence Multi State Criminal and Sex Offender Database w/Alias**	X	X	X	X	\$ 9.00
7 Yr County Criminal Records Search: Current County of Residence*	X	X	X	X	\$ 7.00
Add'l Counties Added As Needed Based on 7 yr Address History*		X	X	X	\$ 5.50
County Civil Records Search (upper): 1 County*				X	\$11.00
Motor Vehicle Records Search*					\$ 5.00
Employment Verification: 1 Position*					\$ 8.00
Education Verification: 1 Degree*					\$ 7.00
Personal Reference: 1 Reference					\$11.00
Professional Reference: 1 Reference					\$12.00
International Criminal Search 1 Jurisdiction*					\$50.00
Social Media Search: Basic (3 Years)					\$7.50
Social Media Search: Pro (7 Years)					\$12.50

\* 3rd Party keeper fees may apply and will be passed on at cost when incurred.

\*\* Criminal records found in the Multi State database check are subject to verification at the source and additional costs may apply.

**For more information go to: [selective.com/praesidium](http://selective.com/praesidium) - (800.743.6354) - [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)**

In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

## ElitePac® General Liability Extension Endorsement

The following forms/coverages are included:

- CG 73 00 (or CG 73 00NY, CG 73 00FL) ElitePac® General Liability Extension Endorsement
- CG 79 35 (or CG 79 35NY, CG 79 35FL) Product Recall Expense Coverage Endorsement - \$25,000 Limit
- \$15,000 Increased Limit for Medical Payments (N/A for the following Market Segments: Auto Services, Emergency Services, Governmental, Hotels, Resorts and Restaurants)

Coverage	Limit
Additional Insured – Primary and Non-Contributory Provision	Included
Blanket Additional Insureds – As Required By Contract	Included
Broad Form Vendors Coverage	Included
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	\$500,000 (Limit to be shown on Dec Page)
Electronic Data Liability	\$100,000
Employee Definition Amended	Included
Employees As Insureds Modified	Included
Employer’s Liability Exclusion Amended (N/A in NY)	Included
Incidental Malpractice Exclusion Modified (N/A for Social Service and Senior Living Market Segments)	Included
Knowledge of Occurrence, Claim, Suit or Loss	Included
Liberalization Clause	Included
Medical Payments Amendments	Included
Any Insured Amendment	Included
Products Amendment	Included
Mental Anguish Amendment (N/A in NY)	Included
Newly Formed or Acquired Organizations	Included
Non-Accumulation of Limits (N/A in NY or WI)	Included
Non-Owned Aircraft	Included
Non-Owned Watercraft (under 60 feet)	Included
Not-For-Profit Organization Members as Additional Insureds	Included
Personal and Advertising Injury – Discrimination Amendment (N/A in NY)	Included

## ElitePac® General Liability Extension Endorsement

Coverage	Limit
Supplementary Payments Amended	Included
Bail Bonds	\$5,000
Loss of Earnings	\$1,000
Unintentional Failure To Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery (subrogation)	Included

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**Major Subdivision Submittal Checklist – Final Plat**

Staff will use the following checklist to determine the completeness of your final plat application within ten business days of submittal. Please make sure all of the listed items are included. The Planning Director shall not process an application for further review until it is determined to be complete.

## Major Subdivision Submittal Checklist – Final Plat

Date Received: 10-26-23 TRC Date: \_\_\_\_\_

Project Name: Waterleigh Final Plat Phase 6

Applicant/Property Owner: Allied Properties, LLC

Final Plat Submittal Checklist		
1	Complete Major Subdivision application and \$250 fee for amended plat	X
2	Final plat with professional's seal	X
3	As-built drawings (streets, stormwater management infrastructure, utilities (including hydrant locations), and lighting (if applicable))	X
4	As-built for landscaping including street trees, heritage trees, and required buffers, fences, and walls	X
5	Fire Chief certification for dry hydrant installation, if applicable	N/A
6	Water/sewer district documents and approvals, if applicable	N/A
7	Copy of homeowners association by-laws, restrictive covenants to be recorded, and verification of reserve fund account.	X
8	Street, stormwater infrastructure, and open space performance bonds, if applicable	X
9	NCDOT pavement certification (with asphalt test documents)	X
10	NCDEQ waterline acceptance certification form	X
11	NCDEQ wastewater system completion/connection certificates for central systems. Permit to authorize wastewater flows if a dry-line construction permit was previously approved.	N/A
12	3 copies of plans	X
13	1- 8.5" x 11" copy of plans	X
14	2 hard copies of ALL documents	X
15	1 PDF digital copy of all plans AND documents (ex. Compact Disk – e-mail not acceptable)	X

**For Staff Only**

**Pre-application Conference (Optional)**

Pre-application Conference was held on \_\_\_\_\_ and the following people were present:

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

**Comments**

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

ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
RICHARD E. ROGERS, JR.  
Director



July 24, 2023

ALLIED PROPERTIES, LLC  
ATTN: JUSTIN OLD, MEMBER  
417-D CARATOKE HIGHWAY  
MOYOCK, NC 27958

Re: **Final Approval**  
Final Approval Date: July 24, 2023  
Waterleigh Phases 5 & 6  
Serial No.: 21-00979  
Water System Name: CURRITUCK COUNTY WATER  
SYSTEM  
Water System No.: NC0427010  
Currituck County

Dear Sir/Madam:

The Department received an Engineer's Certification statement and an Applicant's Certification concerning the above referenced project. The Engineer's Certification verifies that the construction of the referenced project has been completed in accordance with the engineering plans and specifications approved under Department Serial Number 21-00979. The Applicant's Certification verifies that an Operation and Maintenance Plan and Emergency Management Plan have been completed and are accessible to the operator at all times and available to the department upon request and that the system will have a certified operator as required by 15A NCAC 18C .1300.

The Department has determined that the requirements specified in 15A NCAC 18C .0303(a) and (c) have been met, and therefore, issues this **Final Approval** in accordance with Rule .0309(a).

Please contact us at (919) 707-9100 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Rebecca Sadosky".

Rebecca Sadosky, Ph.D., Chief  
Public Water Supply Section  
Division of Water Resources, NCDEQ

cc: JAMIE MIDGETTE, P.E., Regional Engineer  
Currituck County Health Department  
LPSNC, LLC



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634  
919.707.9100

SCOTT D STAMM, PE  
LPSNC, LLC  
1403 GREENBRIER PARKWAY, SUITE 205  
CHESAPEAKE, VA 23320

Prepared by: William Brumsey, IV  
PO Box 100  
Currituck, NC 27929

Amendment Subjecting Additional Land to the Restrictive Covenants of Waterleigh  
Phase 6

NORTH CAROLINA  
CURRITUCK COUNTY

This Amendment Subjecting Additional Land to the Restrictive Covenants of Waterleigh (the "Amendment") is made this the \_\_\_ day of \_\_\_\_\_, 2023 by Allied Properties, LLC, a North Carolina limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer caused the Restrictive Covenants of Waterleigh, Phase 1 to be recorded on December 20, 2018 in Deed Book 1467, Page 1 of the Currituck County Registry and any amendments thereto (the "Covenants"); and

WHEREAS, Developer is the owner of additional property to be generally known as Waterleigh, Phase 6; and

WHEREAS, the Developer desires by this instrument to annex and subject the real property hereinafter described, generally known as Waterleigh, Phase 6, being located in Currituck County, North Carolina, to all the terms and provisions of the Covenants; and

WHEREAS, the Developer desires to incorporate the Maximum Allowable Built Upon Area for the lots in Waterleigh, Phase 6; and

NOW, THEREFORE, in consideration of the premises, Developer declares that all the real property hereinafter described shall be held, owned, sold and conveyed subject to all of the terms and provisions of the Covenants as follows:

1. Developer, pursuant to the authority granted under North Carolina law, hereby

annexes and subjects the following described real property to all the terms and provisions of the Covenants:

**All Lots, being Lots \_\_\_\_\_ through \_\_\_\_\_, as delineated on the plat of Waterleigh, Phase 6, entitled in part “Waterleigh Conservation Subdivision, Phase 6, Moyock Township, Currituck County, North Carolina” prepared by Bissell Professional Group, dated \_\_\_\_\_, and filed at Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, Currituck County Public Registry, North Carolina.**

2. The Lots in Waterleigh, Phase 6 shall be subject to the Maximum Allowable Built Upon Area for each lot as shown in the attached Exhibit A.
3. Except as herein expressly amended, all of the terms and provisions of the Covenants are hereby ratified, confirmed and approved.
4. This Amendment shall be governed and construed under the laws of the State of North Carolina; provided, however, that no conflict of laws rule of the State of North Carolina shall operate so as to deprive the courts of North Carolina jurisdiction over the subject matter or jurisdiction over the person or to preclude venue in the North Carolina courts.

IN TESTIMONY WHEREFORE, Developer has hereunto set their hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Developer: Allied Properties, LLC

By: \_\_\_\_\_ (SEAL)  
Justin Old, Manager

STATE OF NORTH CAROLINA  
COUNTY/CITY OF CURRITUCK

I, \_\_\_\_\_, a Notary Public do hereby certify that Justin Old, Manager of Allied Properties, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Allied Properties, LLC and that by authority duly given and as an act of the entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed for the purposes therein expressed.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

AFFIX NOTARY SEAL

\_\_\_\_\_  
Notary Public (Seal)

My commission expires: \_\_\_\_\_



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

**October 26, 2023**

Quality Homes of Currituck  
417-D Caratoke Highway  
Moyock, NC 27958

Attn: Mr. Perry Arnette

Subject: Pavement Certification  
Waterleigh Subdivision – Phase 6  
Currituck County

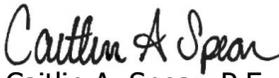
Dear Mr. Arnette:

We have received the attached test report, dated October 25, 2023, from ECS Southeast, LLP for the construction of Waterleigh Subdivision for portions of roads in Phase 6. This pavement section was designed with 6" of Aggregate Base Course and 2" of asphalt surface course.

Based upon our review, the courses are in general conformance with the Minimum Design and Construction Criteria for Subdivision Roads.

The above mentioned section of roads will be eligible for petitioning the addition to the State System of Maintained Roads upon satisfying all other applicable minimum NCDOT criteria.

Sincerely,

  
Caitlin A. Spear, P.E.  
District Engineer

Attachments

Cc: Division Engineer



October 25, 2023

Mr. Perry Arnette  
Quality Homes of Currituck  
417-D Caratoke Highway  
Moyock, NC 27958

ECS Proposal No. 22:33316

Reference: Paving Letter  
Waterleigh Subdivision Phase 6  
Moyock, North Carolina

Dear Mr. Arnette:

As requested, ECS Southeast, LLP (ECS) visited the site on various occasions to test the subbase and asphalt for the referenced roadway. ECS observed the roadway construction for Phase 6 and tested the subbase and asphalt placement.

The roadway section for this area consists of a minimum of 6 inches of ABC stone/crushed concrete and 2 inches of surface mix asphalt (Type S-9.5B). The project requires that the subbase and asphalt be tested for quality assurance to see that it generally meets NCDOT standards. This letter report contains the results of the subbase and asphalt quality assurance testing. This includes thickness, density, asphalt gradation and asphalt content.

For this project ECS has performed the following:

- Bulk sampling of the stockpile of ABC stone/crushed concrete. The sample was returned to the laboratory to perform natural moisture, full sieve, and Modified Proctor testing in general accordance with NCDOT standards. The laboratory test results indicate that the imported ABC/crushed concrete materials were in general accordance with NCDOT requirements. The results of this testing are attached to this letter report.
- Compaction testing was performed and indicated that the ABC materials were compacted to meet the requirement of an average of 98% of the Modified Proctor. The thickness of the stone was checked and verified to be at or greater than the 6- inch requirement. The results of this testing are attached to this report.
- Coring operations were performed at 6 locations within the roadway alignment. The cores were taken at random locations determined by the ECS representative (general coring location plan attached).
- Laboratory testing procedures were performed on the core specimen and included thickness and bulk specific gravity. Additionally, testing was performed to confirm the asphalt content and the asphalt gradation. These were performed in general accordance with NCDOT testing procedures. The following Table 1 contains the results of the coring including the thickness and specific gravity results. Table 2 contains the results of the asphalt content testing. Results of the asphalt gradation are attached to this report.



Table 1 – Asphalt Laboratory Test Results

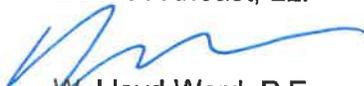
Sample #	Asphalt Type	Average Sample Thickness (in.)	Specific Gravity	Percent Compaction (min. 90%)
C-1	S-9.5B	2.85	2.145	94
C-2	S-9.5B	2.33	2.100	92
C-3	S-9.5B	2.620	2.115	92.7
C-4	S-9.5B	4.17	2.106	92.3
C-5	S-9.5B	2.79	2.085	91.4
C-6	S-9.5B	2.510	2.100	92
<b>Average</b>	S-9.5B	2.88	2.11	92.4

Table 2 – Asphalt Content Test Results

Sample #	Sample Location	Asphalt Content
Sample #1	Bulk Sample	5.9%

Based on our observations and test results, it is our engineering opinion that the subbase and asphalt were placed in general accordance with NCDOT standards. We appreciate being of service to you on this project. Should you need additional information or assistance, please do not hesitate to contact our office.

Respectfully,  
ECS Southeast, LLP

  
W. Lloyd Ward, P.E.  
Principal Engineer

  
Wade Wetherington  
Assistant Team Leader





**ECS Southeast, LLP**

6714 Netherlands Drive

Wilmington, NC 28405

9106869114

9106869666

**LETTER OF TRANSMITTAL**

October 5, 2023  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Waterleigh Subdivision**  
ECS Job # **22:33316**

Permits:  
Location: **Waterleigh Way**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 8      10/4/2023      ABC Stone Densities

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington  
Assistant Team Leader

**Disclaimer**

1. This report (and any attachments) shall not be reproduced except in full without prior written approval of ECS.
2. The information in this report relates only to the activities performed on the report date.
3. Where appropriate, this report includes statements as to compliance with applicable project drawings, and specifications for the activities, performed on this report date.
4. Incomplete or non-conforming work will be reported for future resolution.
5. The results of samples and/or specimens obtained or prepared for subsequent laboratory testing will be presented in separate reports/documents.



ECS Southeast, LLP  
6714 Netherlands Drive  
Wilmington, NC 28405  
(910) 686-9114 [Phone]  
(910) 686-9666 [Fax]

# FIELD REPORT

Project **Waterleigh Subdivision**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:33316**  
Report No. **8**  
Day & Date **Wednesday 10/4/2023**  
Weather **75 °/ Sunny**  
On-Site Time **1.75**  
Lab Time **0.50**  
Travel Time\* **2.00**  
Total **4.25**  
Re Obs Time **0.00**

Remarks **ABC Stone Densities**

Trip Charges*	Tolls/Parking*	Mileage*	117	Time of Arrival	Departure
Chargeable Items	5000			1:30P	3:15P

\* Travel time and mileage will be billed in accordance with the contract.

**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned arrived on site, as requested, to check the compaction of ABC stone for the Moorland Way. Please see the attached sketch for the approximate density test locations.

Utilizing the Nuclear Density Gauge test method (ASTM D-6938) to check the compaction of ABC stone; test results indicated that the compacted material, at the areas and depths tested, met the project requirements of 98% of the maximum dry density as obtained in our laboratory using the Modified Proctor method (ASTM D-1557).

At the density test locations, the thickness of the ABC stone was measured to be at least 6 inches.

Adorian Bell  
Waterleigh  
10/4/2023

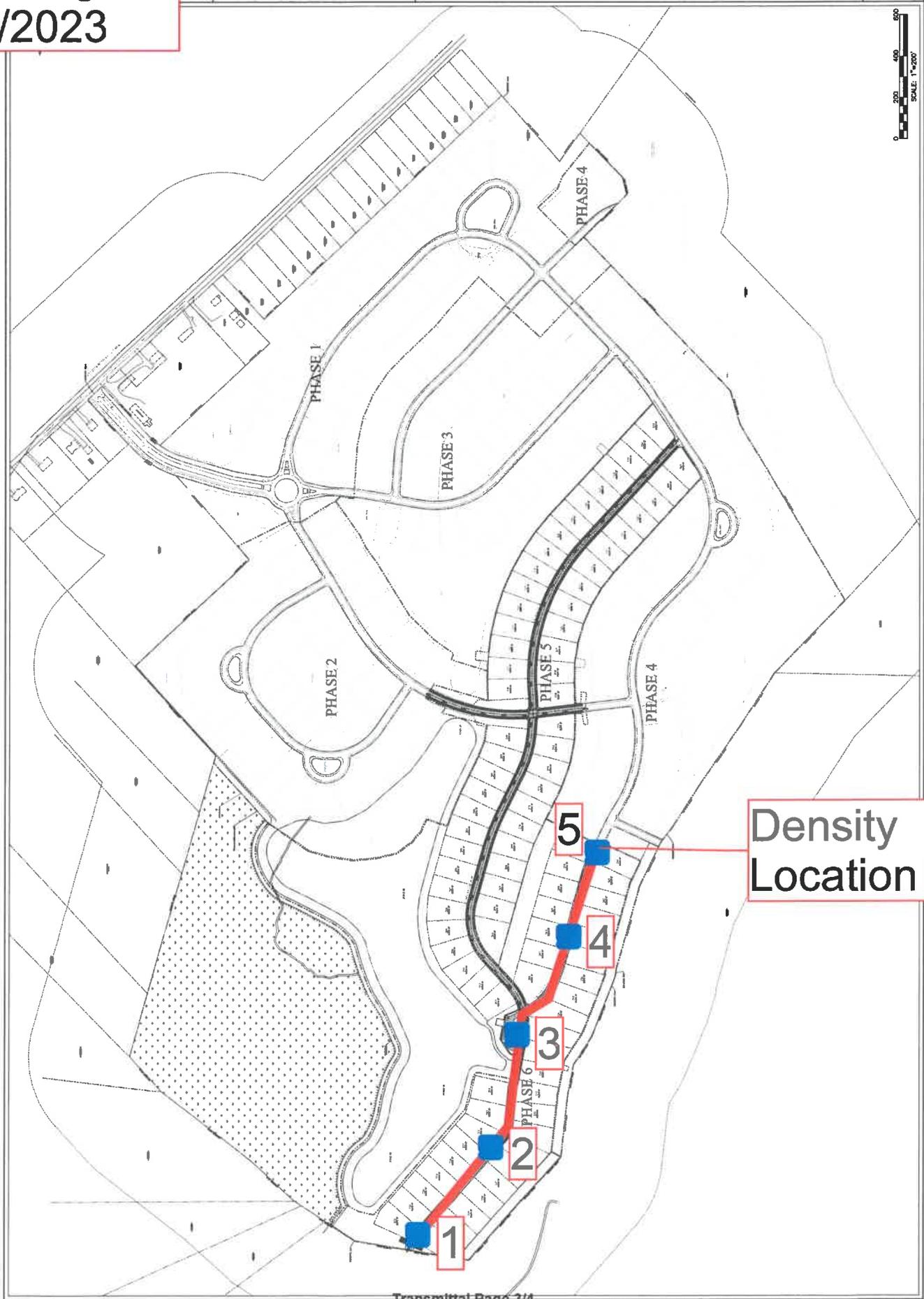
PROJECT No. QU0013		DATE 18MAR22		DR. RLR		DES. SDS		CRD. SDS	
No.		DATE		REVISION					

WATERLEIGH PHASES 5 & 6  
SUBDIVISION PLAN  
TULLS CREEK ROAD  
CURRITUCK COUNTY, NORTH CAROLINA

OVERALL LAYOUT & PHASING PLAN



SHEET NO. C001



Density  
Location



# Field Compaction Summary, ASTM D-6938

Date: 10/4/2023

Project Name: Waterleigh Subdivision

Project No: 22-33316

ECS Southeast, LLP

Client: Quality Home Builders of Currituck

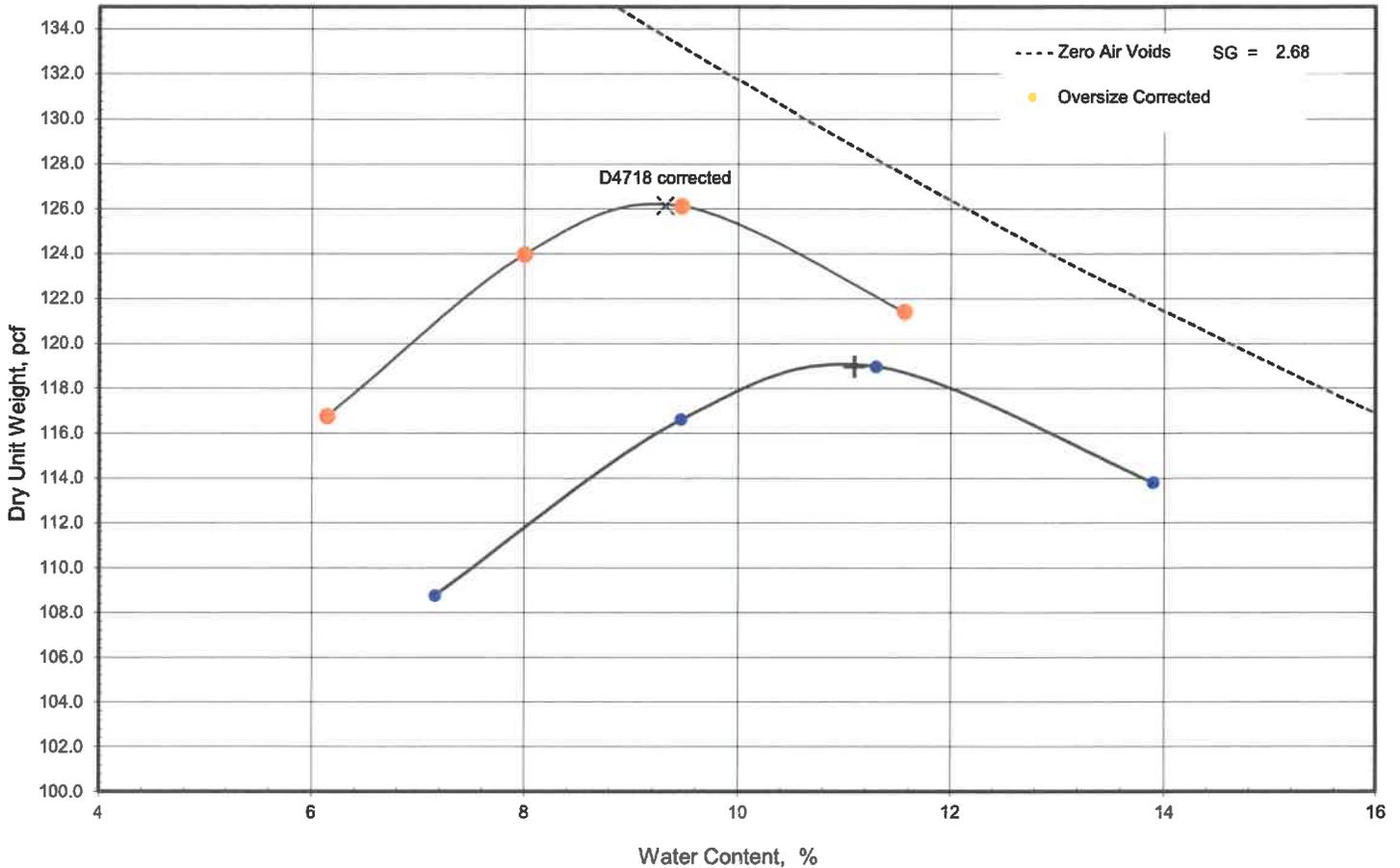
Test Method ASTM D-6938			
Nuclear Gauge No. 19			
Make	Troxler	Density Std	2156
Model	3440	Moisture Std	812
Ser. No.	16128		

Contractor:

Technician: Adorian N Bell

Sample No.		Description			Proctor Method						Uncorrected Max.		Uncorrected Optimum		
S-1		ABC Stone			Modified Proctor						Density		Moisture Content		
Test No.	Lot No.	Test Mode	Probe Depth (in.)	Station / Location	Lift / Elev	Sample No.	% Oversize	Corrected Max. Density	Corrected Optimum Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)	Percent Comp. (%)	P / F	Comments
1		DT	2	Moorland Way	0	S-1	0.00	126.1	9.3	135.5	129.0	5.0	102.3	P	
2		DT	2	Moorland Way	0	S-1	0.00	126.1	9.3	133.2	126.4	5.4	100.2	P	
3		DT	2	Moorland Way	0	S-1	0.00	126.1	9.3	134.5	127.1	5.8	100.8	P	
4		DT	2	Moorland Way	0	S-1	0.00	126.1	9.3	132.9	127.4	4.3	101.0	P	
5		DT	2	Moorland Way	0	S-1	0.00	126.1	9.3	134.4	129.1	4.1	102.4	P	

### Laboratory Compaction Characteristics of Soil Using Modified Effort



<b>Optimum Moisture Content</b>	11.1	%	Preparation	ASTM dry preparation method
<b>Maximum Dry Unit Weight</b>	119.0	pcf	Type of rammer	Manual - 10lbf (44.5N)
Corrected Opt. Moisture Content	9.3	%	Test Specification / Method	ASTM D1557-12e1-method C
Corrected Max. Dry Density	126.1	pcf	Specific gravity - D854 water pycnometer	2.68 Historical
Cumulative material retained on:			Coarse Aggregate Specific Gravity -	2.68 Historical
	3/4 in. sieve	19.9 %		
	3/8 in. sieve	%		
	#4 sieve	%		
<b>19.92 % retained on 3/4 in. sieve.</b>				

Soil Description	Nat. Moist. %	Liquid Limit	Plasticity Index	%< #200	USCS	AASHTO
(GW) Well Graded GRAVEL with Sand, Crushed Concrete meets NC ABC	8.1	NP	NP	4.4	GW	A-1-a

Project: Miscellaneous Soil Testing  
 Client: Quality Home Builders of Currituck  
 Sample / Source: Stockpile / Waterleigh  
 Test Reference/No.:

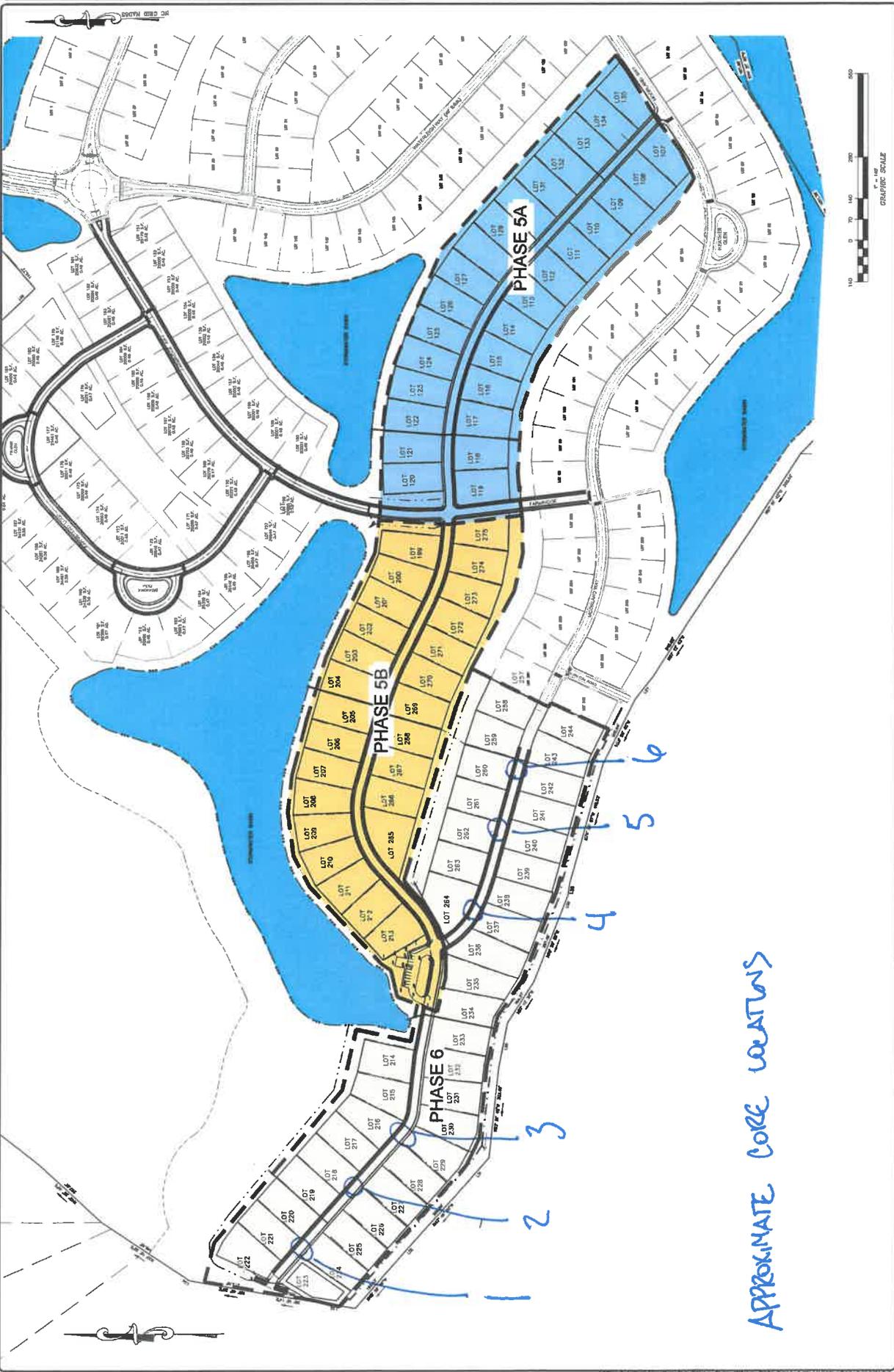
Project No.: 07:15953  
 Depth (ft.): 0 - 6  
 Sample No.: D4S-16  
 Date Reported: 5/2/2023



Office / Lab	Address	Office Number / Fax
ECS Mid-Atlantic LLC - Williamsburg	1643 Merrimac Trail Suite A Williamsburg, VA 23185	(757)229-6677  (757)229-9978

Tested by	Checked by	Approved by	Date Received	Remarks
NCraig1	cstetzer	cstetzer		Waterleigh





APPROXIMATE CORE LOCATIONS



**PROJECT INFORMATION**

NAME **Waterleigh Subdivision**  
 NUMBER **22:33316**  
 DATE **10/25/2023**  
 PM **Wade Wetherington**

**ECS Southeast, LLP**  
 4811 Koger Blvd.  
 Greensboro, NC 27407  
 Phone: (336) 856-7150  
 Fax: (336) 856-7160  
 www.ecslimited.com

ASTM Method : ASTM D6307 and D54444  
 JMF : Not provided  
 Supplier/Plant : Chesapeake AS 381

Mix Type : RS 9.5B  
 Aggregate type : Not Provided  
 Test Date : 10/24/23  
 Sampled Date : 10/19/23

**Asphalt Content by Ignition Oven (ASTM D6307)**

Description	Before (g)	After (g)
Total Weight	5,655.2	5,551.8
Tare Weight	3,900.1	3,900.1
Mixture weight	1,755.1	1,651.7
Weight of Asphalt		103.4
Asphalt Content		<b>5.9%</b>

**Gradation by Mechanical Sieve Analysis (ASTM D5444)**

Sieve No.	Sieve Size (mm)	Weight Retained (g)	Individual percent Retained (%)	Cum. percent Retained (%)	Percent Passing (%)	Limits_NCDOT (Table 610-2)		
						Min.	Max.	Yes/No
1 1/2	37.5	0.0	0	0	100			
1	25.0	0.0	0	0	100			
3/4	19.0	0.0	0	0	100			
1/2	12.5	92.8	6	6	94	100		No
3/8	9.5	186.5	12	18	82	90	100	No
4	4.8	387.4	25	43	57			
8	2.4	264.9	17	60	40	32	67	Yes
16	1.2	159.8	10	70	30			
30	0.600	159.7	10	81	19			
50	0.300	62.8	4	85	15			
100	0.150	117.5	8	92	8			
200	0.075	25.9	1.7	93.8	6.2	4.0	8.0	Yes



# Subdivider Maintenance Responsibility and Reserve Fund Creation Affidavit

## Contact Information

Currituck County  
Planning and Community Development  
153 Courthouse Road, Suite 110  
Currituck, NC 27929

Phone: 252.232.3055  
Fax: 252.232.3026

Website: <http://www.co.currituck.nc.us/planning-community-development.cfm>

## Affidavit

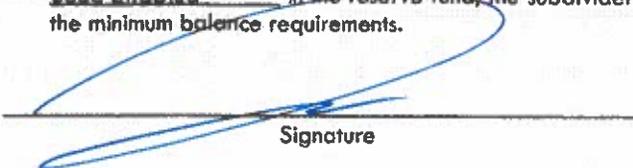
I, Allied Properties, LLC, subdivider of \_\_\_\_\_

Waterleigh Subdivision (Ph. 6) (Subdivision Name) certify that:

- I am responsible for maintenance of all common areas, common features, and private infrastructure until 75% of lots sales within the subdivision.
- I have established a reserve fund to support the continued maintenance and upkeep of common areas, common features, and private infrastructure. The fund has been established at Towne Bank (Banking Institution).
- I shall establish the Homeowner's/Property Owner's Association (hereinafter "association") prior to the sale of the first lot.
- It is solely my responsibility to notify the County upon 75% lot sales within the subdivision.
- The County is not responsible or liable for maintenance of any common areas, common features, or private infrastructure within the subdivision.

I understand that maintenance responsibility of common areas, common features, and private infrastructure shall not be transferred from the subdivider to the association until ALL of the following occur:

- At least 75% of the total number of lots in the subdivision are sold.
- The subdivider commissions a report prepared by a licensed engineer indicating that all common areas, common features, and infrastructure elements comply with the minimum standards in the Unified Development Ordinance and the County Code of Ordinances.
- County staff reviews and approves the report prepared by a registered engineer.
- The reserve fund contains a minimum balance equal to: a) 10% of the road construction costs for streets not maintained by NCDOT at the time of transfer (gravel base and asphalt only); b) 10% of construction costs of common features and private infrastructure, excluding sidewalks and street trees; c) liability insurance and taxes for two years; and, d) facilities, stormwater, and landscaping maintenance costs for two years. The reserve fund balance shall be \$See attached (attach cost breakdown sheet). In the event the association has not collected sufficient assessment funds from the lot owners in the subdivision to meet the minimum balance of \$See attached in the reserve fund, the subdivider shall be responsible for the difference needed to meet the minimum balance requirements.

  
Signature

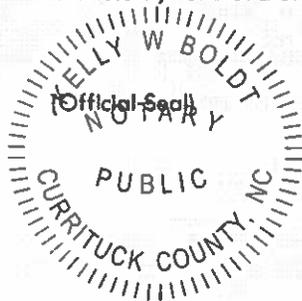
10-25-23  
Date

Notary Certificate

Currituck County, North Carolina

I, Kelly W Boldt, a Notary Public for Currituck County, North Carolina, do hereby certify that Justin Old personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25 day of October, 2023.



Kelly W Boldt  
Notary Signature

My commission expires: Nov 17, 2023