



September 14, 2026

Ms. Jennie Turner
Currituck County Planning and Community Development
P.O. Box 73
Currituck, NC 27927

Re: Major Site Plan Application
Coastal Home Furniture, Harbinger
Harbinger, Currituck County, North Carolina

Dear Ms. Turner,

On behalf of Exotic Imports, Inc., WithersRavenel hereby submit for your review the enclosed application package for 8739 Caratoke Hwy. Major Site Plan. Enclosed in this package, please find the following:

One (1) digital copy of each:

1. A Review Fee Check in the amount of \$1,644 (\$0.15 per 10,960 sqft of gross floor area) for Major Site Plan made payable to Currituck County;
2. Signed Major Site Plan Application Form and Checklist;
3. Existing Septic Permit;
4. Site Plan Narrative and supporting documentation;
5. DRAFT stormwater permit package;
6. Full Size Architectural Elevations;
7. Full Size Major Site Plan Set.

Please review the attached application and do not hesitate to contact Nadeen Dashti at 252.491.8147 if you have any questions, comments or requests for additional information.

Sincerely,
WithersRavenel

Nadeen Dashti

8466 Caratoke Highway, Building 400 | Powells Point, NC 27966

t: 252-491-8147 | f: 919.467.6008 | www.withersravenel.com | License No. F-1479

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Powells Point | Raleigh | Southern Pines | Wilmington



MDS Investments, LLC
Maurice Slaughter

Construction Authorization

Currituck County

Owner: MDS Investments, LLC (Maurice Slaughter) Initial Site
Owner Address: 3403 High St
Owner Address(2): Portsmouth, VA 23707
Owner Phone #: 757-285-2291
Property Address: 8739 Caratoke Hwy
PIN: 28139
Record # 0131.000.0088.0000
Establishment Type: Business
Type of Well: Public Well
Design Flow (GPD): 1500

Wastewater System: Low Pressure Pipe
Long Term Acceptance Rate (GPD/SQFT): .25
Trench Width: 1.5 FT
Trench Spacing (OC): 5 FT
Trench Bottom From NGL: -18 IN
Septic Tank Volume: 2500 GAL
Pump Tank Volume: 2500 GAL

Install septic system designed by Carlos Gomez.
Project number P452.04 dated November 30, 2005.

Use a 2500 gallon Septic Tank and a 2500 gallon Pump Tank.
Low Pressure Pipe System consist of 10 lines 120 ft long, 5' on centers.

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.

Contact the ARHS Health Department at least 48 hours in advance of start up.

The following is a list of who should be present at start up; Engineer,
ARHS representative, Installer, Certified Operator, and other representatives as needed.

Engineer must submit a construction approval letter to ARHS
before a Certificate of Completion can be issued.

A signed contract with a Certified Operator must be submitted to ARHS
before a Certificate of Completion can be issued.

A copy of the site plan is attached, use Engineers plans for exact specifications.

David R Swinney, R.S.

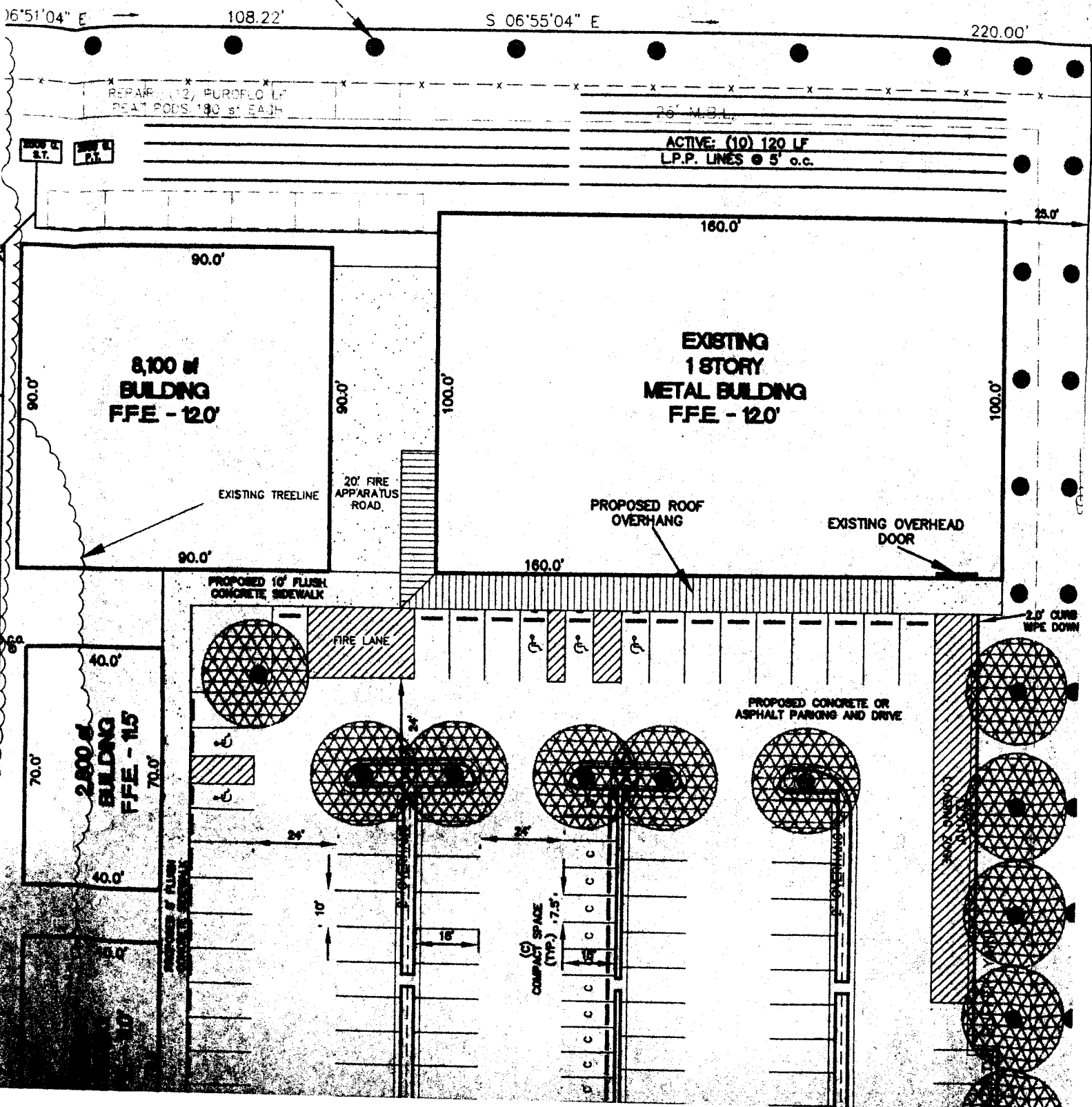
Authorized Agent: _____ Date 1/19/2006

Approved: 

Date: 2/12/06

N/F
J.B. SMITH, JR
& LOIS P. SMITH
D.B. 463 PG. 531
PIN # 0131-000-087A-0000

TYPE "A" BUFFER YARD
OBLLOLY PINES PLANTED 40' O.C. &
6' HIGH SOLID FENCE)



Albemarle Regional Health Services
David R Swinney, R.S.
APPROVED 1/19/06
[Signature]

ON-SITE WASTEWATER APPLICATION
ALBEMARLE REGIONAL HEALTH SERVICES - CURRITUCK OFFICE

Date: 01/05/06

Application # (office use only) _____

Parcel Identification # C131 000 0088 0000 (obtain from Tax Department)

County Currituck

Application Type: New construction ☒ Repair/Expansion _____ Existing _____

Owner's Name MDS Investments, LLC Phone # 757 285 2291

Address 3403 High St. Portsmouth, VA 23707 Fax # 757 397 5513

Requester's Name John C. Norris - Project Mgr
Coastal Engineering Phone # 252 261 4151

Address PO Box 1109 Kitty Hawk 27949 Fax # 252 261 1333

Location of Property to be evaluated: Just south of intersection of Church & US158

Lot # _____ Section _____ Block _____ Subdivision _____

Physical Address of Property 8739 Carolee Hwy Powells Point 27966
Directions to property South on US158, turn left @ Kitty Hawk
Harley Davidson 515A

Lot Size 142,052 Sq. Ft. Acres (if applicable) _____

Type of Establishment: House _____ Business ☒ Church _____

Number of people to be served by septic system: 60 = 1500 gpd

Water supply: Private _____ Public ☒

Number of Bedrooms _____ Number of Bathrooms _____ Dishwasher _____

Washing machine _____ Swimming Pool _____

Signature [Signature]

Amount Paid (For office use only) _____

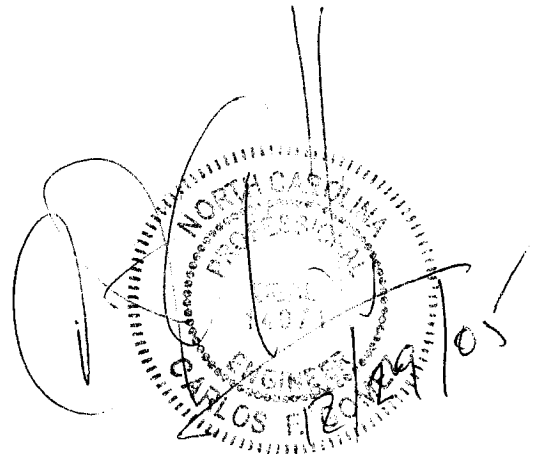
Checks made payable to: ARHS

Mailing address: P.O. Box 26, Currituck, NC 27929

Phone # (252) 232-6603
Fax # (252) 232-6605

Low Pressure Pipe System Design

Harley Davidson Commercial Site Currituck County



Engineered By:
Coastal Engineering & Surveying, Inc.
P.O. Box 1129
Kitty Hawk, NC 27949

November 30, 2005

Albemarle Regional Health Services
David R Swinney, R.S.
APPROVED 1/19/06

A handwritten signature, likely of David R. Swinney, written in ink.

LPP DRAINFIELD CALCULATIONS

PROJECT NAME: HARLEY DAVIDSON

PROJ. # P452.04

INDICATES INPUT REQUIRED.

DESIGN CRITERIA: COMMERCIAL SITE WITH FOUR PROPOSED BUILDINGS
EMPLOYING 60 PEOPLE USING 25 GAL/DAY PER PERSON.
THEREFORE, DESIGN FLOW = 60 EE's x 25 GAL/DAY/PERSON =
1500 GPD.

DESIGN FLOW:	1500	GPD
LONG TERM ACCEPTANCE RATE (LTAR):	0.25	GPD/SF
AREA OF DRAINFIELD REQ'D.:	6000	SF
DISTANCE BETWEEN LATERALS:	5	FT
TOTAL LENGTH OF PIPES FOR LATERALS:	1200	LF
NUMBER OF LATERAL LINES:	10	LINES
LENGTH OF INDIVIDUAL LATERALS:	120	LF
VOLUME OF SEPTIC TANK: (TO BE DETERMINED FROM NCDENR CODE 15A NCAC 18A.1952)	2500	GAL
VOLUME OF PUMP TANK: (TO BE DETERMINED FROM NCDENR CODE 15A NCAC 18A.1952)	2500	GAL
STATIC (ELEVATION HEAD)	3.63	FT
PRESSURE HEAD:	3	FT
DIAMETER OF PVC SCH. 40 PIPE FOR LATERALS:	1 1/4	IN
DIAMETER OF HOLES IN LATERALS:	5/32	IN
SPACE BETWEEN HOLES IN LATERALS:	5	FT
NUMBER OF HOLES /LATERAL:	24	HOLES
TOTAL NUMBER OF HOLES:	240	HOLES
FLOW RATE/HOLE:	0.50	GPM
FLOW RATE FOR ENTIRE SYSTEM:	120	GPM

MANIFOLD DIAMETER

MANIFOLD NOMINAL PIPE SIZE:
 ACTUAL INSIDE DIAMETER OF MANIFOLD:
 (TO BE TAKEN FROM **TABLE 1** BELOW)

4	IN
4.026	IN

LATERAL NOMINAL PIPE SIZE:
 ACTUAL INSIDE DIAMETER OF LATERAL:
 (TO BE TAKEN FROM **TABLE 1** BELOW)

1 1/4
1.380

TABLE 1 - ACTUAL INSIDE DIAMETER OF PVC SCH. 40 PIPE

NOM. SIZE (IN)	1	1 1/4	1 1/2	2	2 1/2	3	3 1/2	4
	1.049	1.380	1.610	2.067	2.469	3.068	3.548	4.026
NOM. SIZE (IN)	5	6	8					
	5.047	6.065	7.981					

X-SECT. AREA OF MANIFOLD:

12.73 SQ IN

X-SECT. AREA OF LATERALS:

14.96 SQ IN

RATIO MANIFOLD/LATERALS:

0.85

IS MANIFOLD DIAMETER ACCEPTABLE?

YES

DOSING

SECTION	LEN. (FT)	DIA. (IN)	PIPE VOL.* (GAL/FT)	VOL. (GAL)
SUPPLY LINE	138.67	3	0.384	53.25
MANIFOLD	26.50	4	0.661	17.52
LATERALS	1200	1 1/4	0.078	93.60
				<u>164.37</u>

GAL

*PIPE VOLUMES TO BE TAKEN FROM **TABLE 2** BELOW

TABLE 2 - VOL./FOOT OF PVC SCH. 40 PIPE (GAL)

NOM. SIZE (IN)	1	1 1/4	1 1/2	2	2 1/2	3	3 1/2	4
	0.045	0.078	0.106	0.174	0.249	0.384	0.514	0.661
NOM. SIZE (IN)	5	6	8					
	1.040	1.500	2.600					

PUMP RUN TIME AT MINIMUM DOSE:

1.37 MIN

NUMBER OF DOSES /DAY:

9.13

ONE DOSE EVERY:

2.63 HOURS

DYNAMIC HEADLOSS

DH IN PIPES OMITTING FITTINGS

SECTION	DIA. (IN)	HL/100**	L/100	HL
SUPPLY LINE	3	3.15	1.39	4.37
MANIFOLD	4	0.84	0.27	0.22
LATERALS	1 1/4	2.17	1.20	2.604

7.19 DH/PIPES

** THIS VALUE TO BE TAKEN FROM "FRICTION LOSS, IN FEET, THROUGH 100 FEET OF PLASTIC PIPE" WHICH CAN BE FOUND AT THE DEH WEB SITE UNDER ON-SITE WASTEWATER (SEPTIC SYSTEMS).

DH IN SUPPLY LINE FITTINGS

<u>FITTING</u>	<u>NUMBER</u>	<u>EQUIV. L.***</u>	<u>3 IN</u> <u>E.L.xNO.</u>	<u>HL</u>
90 DEG EL	3	8	24	0.76
GATE VALVE	1	1.75	1.75	0.06
CH'K VALVE	1	20	20	0.63
3x4 ENLRG.	1	1.75	1.75	0.06

1.51 DH/FITTINGS SUPPLY LINE

DH IN MANIFOLD FITTINGS

<u>FITTING</u>	<u>NUMBER</u>	<u>EQUIV. L.***</u>	<u>4 IN</u> <u>E.L.xNO.</u>	<u>HL</u>
4x1.25 RED.	10	5	50	0.42

0.42 DH/FITTINGS MANIFOLD

***VALUES TO BE DETERMINED FROM FIGURE H5-2 CRANE VALVES.

TOTAL DYNAMIC HEAD

<u>STATIC</u>	3.63
<u>PRESS.</u>	3.00
<u>DH/PIPES</u>	7.19
<u>DH/FIT. SP</u>	1.51
<u>DH/FIT MAN</u>	0.42

15.75 TOTAL DYNAMIC HEAD (TDH)

PUMP SIZE

PUMP SHALL BE CAPABLE OF 120 GPM AT 15.75 TDH.

PUMP TO BE USED: MEYERS MW100 2" DISCHARGE

PUMP TANK= 2500 GAL WITH 56.93 GAL/IN AVERAGE

DOSING DEPTH = 2.89 IN

EMERGENCY ALARM= 1.46 FEET ABOVE PUMP OFF

STORAGE SEPTIC TANK =

14.58 x 6.25 x 1.00 = 91.13 CU FT

VOLUME = 681.66 GAL

****VALUES TO BE TAKEN FROM MFGR.'S DRAWING

STORAGE PUMP TANK =

3.92 - 1.50 LIQ. DEP.**** x DEP. TO PUMP ON**** x DEP TO EMER. OFF.

VOLUME = 653.25 GAL 1.46 = 0.96 FT

****VALUES TO BE TAKEN FROM MFGR.'S DRAWING

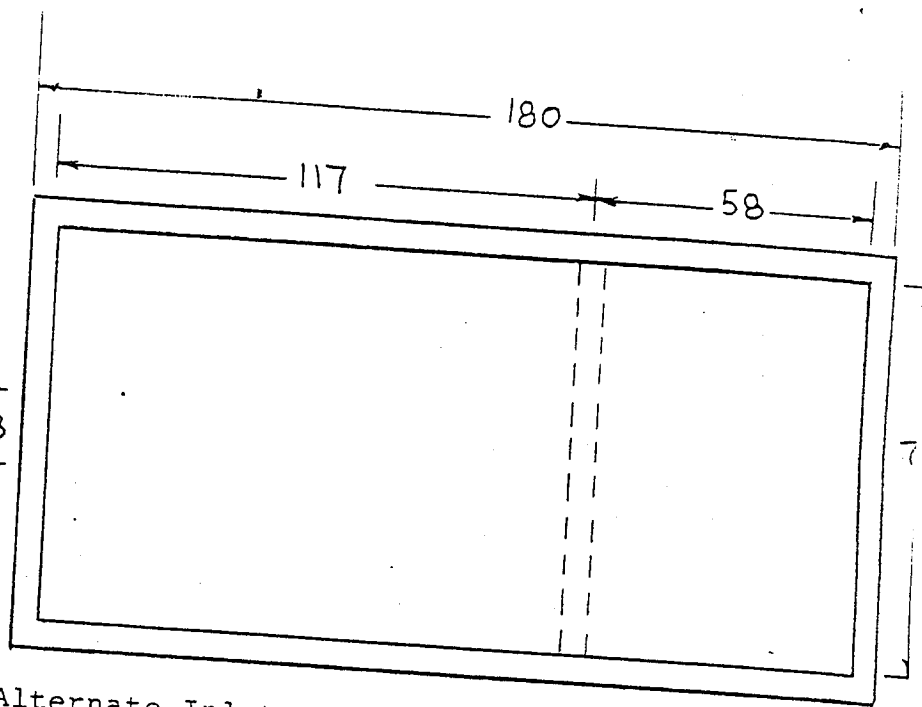
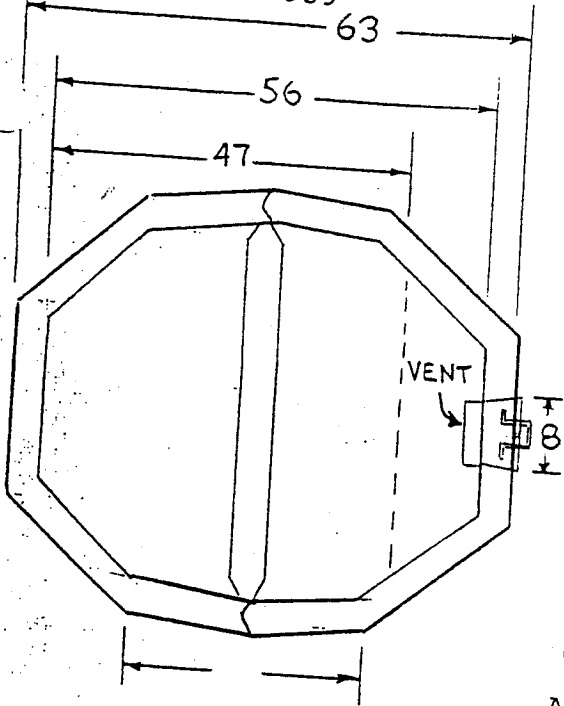
TOTAL STORAGE = 1334.91 GAL

Coastal Ready Mix Concrete Co., Inc.
P.O. Box 68
Nags Head, NC 27959

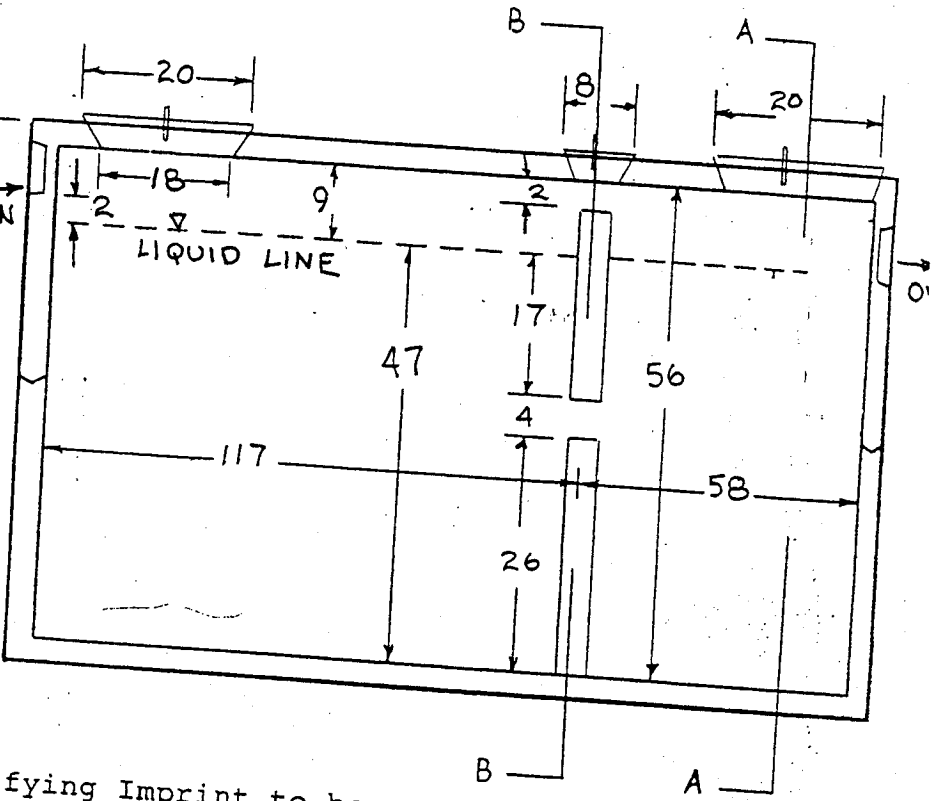
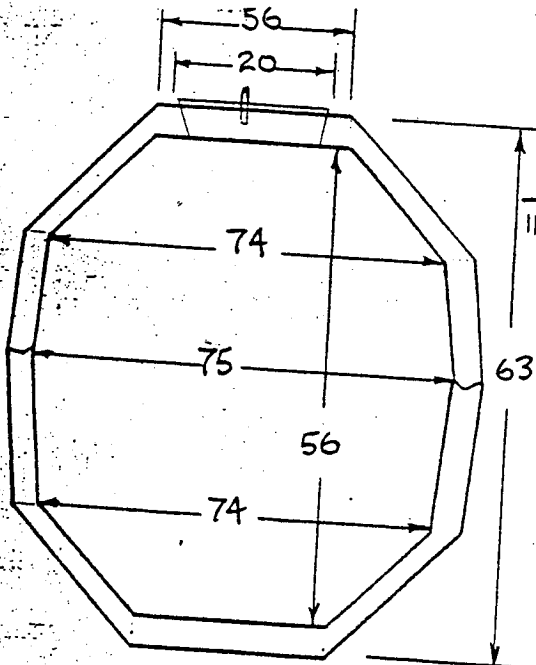
2500

2500 GALL
SEPTIC TANK

SECTION B-B



Alternate Inlets on each side.
All inlets to receive pipe 4"
min. & 6" max.

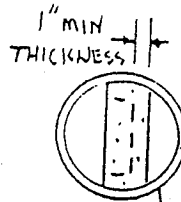
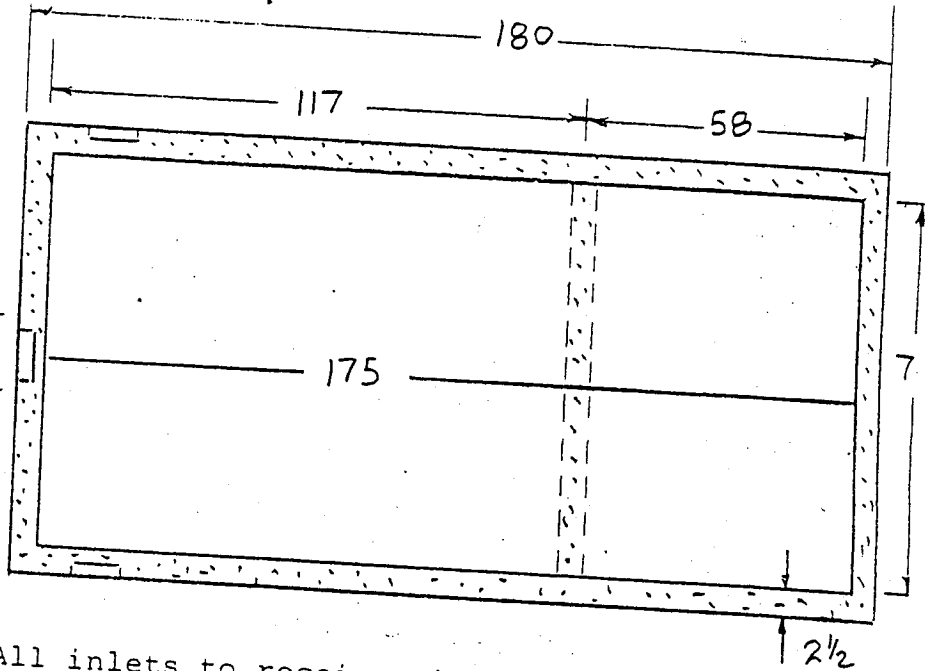
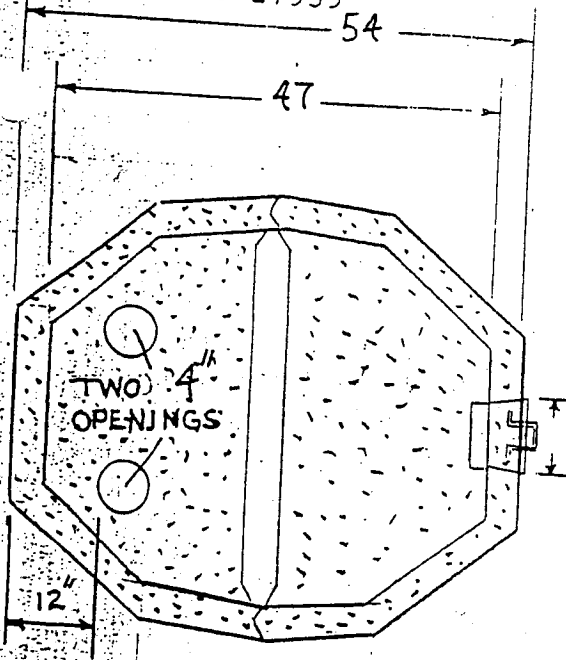


SECTION A-A

Tank size & Mfgr' Identifying Imprint to be at right of Outlet Opening
Concrete 3000psi Liquid Capacity 2500 Gallons
Reinforcing 6 x 6 x #10 Mesh, top, bottom, sides, ends and baffle
Liquid Depth 47"
asphalt mastic
Freeboard 9" Joint to be sealed with waterpro
Outlet-Cast in place baffle - 1/4 LIQUID DEPTH
MANHOLE HANDLE: #3 REBAR
STATE APPROVED, SERIAL NO.
ADDITIONAL REINFORCING: TOP + BOTTOM - #3 REBAR, 12" TO &
BOTH WAYS

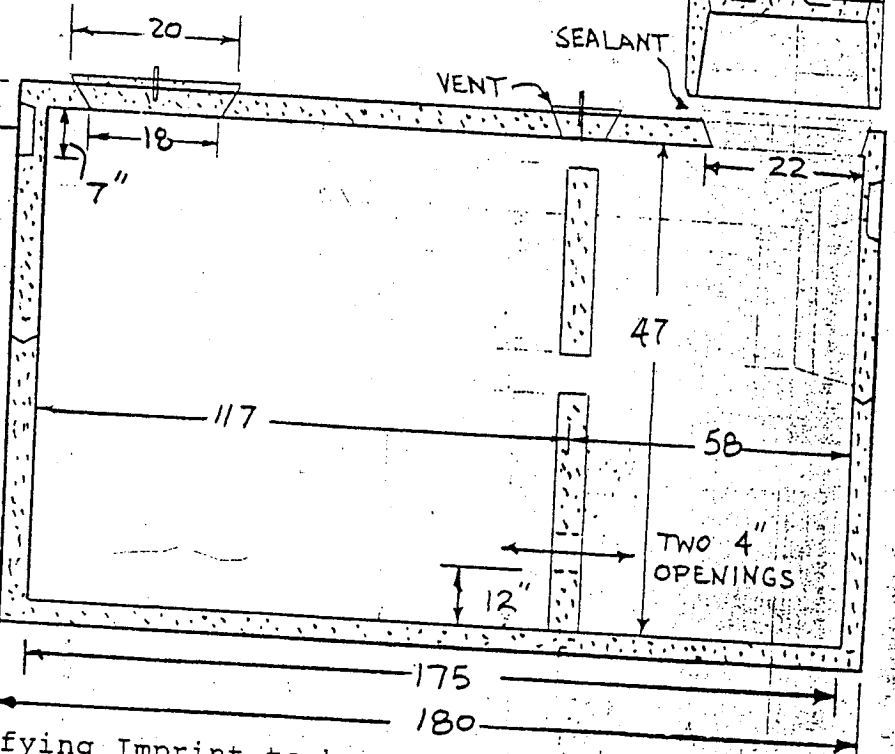
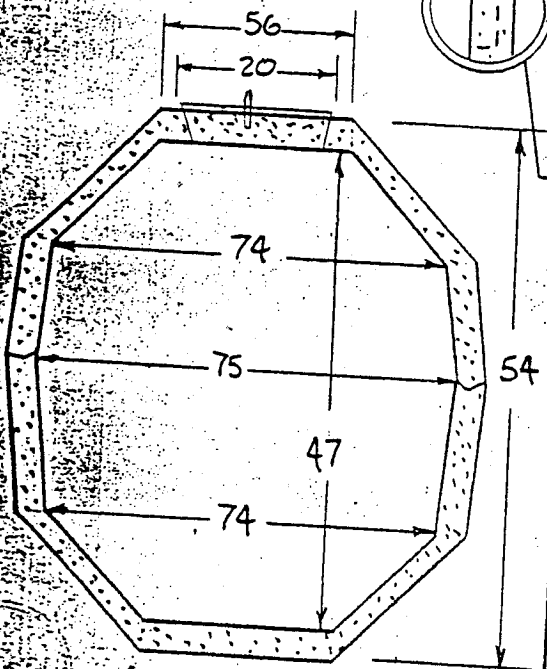
Coastal Ready Mix Concrete Co., Inc.
P.O. Box 68
Nags Head, NC 27959

2500 GAL
TWO PEICE PUMP TANK



All inlets to receive pipe 4" min. & 6" max.

SQ CONC. RISER



Tank size & Mfgr' Identifying Imprint to be at right of Outlet Opening
Concrete 3000psi Liquid Capacity 2477 Gallons
Reinforcing 6 x 6 x #10 Mesh, top, bottom, sides, ends and baffle
Liquid Depth 47"
asphalt mastic Joint to be sealed with waterproof

MANHOLE HANDLE : #3 REBAR
STATE APPROVED, SERIAL NO. PT-167

MW SERIES

2" Solids Handling Sewage Pumps,
Single and Double Seal

POWER CORD

Jacket sealed with compression fittings. Individual wires potted with epoxy to prevent wicking in case of cord damage.

MOTOR HOUSING

Cast iron for efficient heat transfer and corrosion resistance.

BEARINGS

Upper and lower ball support rotor. Take radial and thrust loads.

MOTOR

1/2, 1, 1-1/2 and 2 HP single or three phase, 60 Hz, 3450 RPM. Single phase PSC motors have built-in on winding overload protection, oil-cooled and lubricated.

HIGH EFFICIENT CAST IRON VOLUTE

Corrosion resistant. Passes 2" spherical solids. 2" NPT discharge.

ENCLOSED TWO VANE IMPELLER

High efficiency. Passes 2" spherical solids. Standard cast iron or optional bronze construction available.

VOLUTE/IMPELLER SEAL RING

Maintains high efficiency and reduces recirculation. Replaceable.

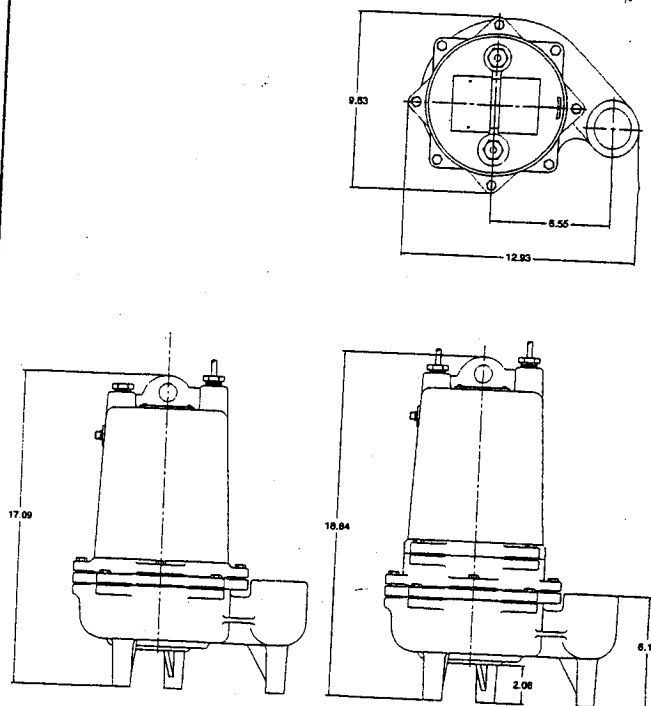
SHAFT SEAL(S)

Carbon and ceramic faces. Optional dual tandem seals. Extends motor life.

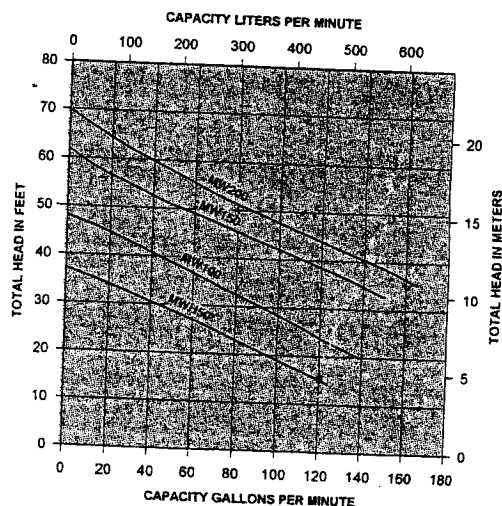
SEAL LEAK PROBE

Optional probes (dual seal only) detect water leakage in seal housing. Activates warning light.

DIMENSIONS



PERFORMANCE CURVE



K3471 5/01
Printed in U.S.A.

Myers

Pentair Pump Group

F. E. Myers, 1101 Myers Parkway, Ashland, Ohio 44805-1969
419/289-1144, FAX: 419/289-6658, www.femyers.com

Myers (Canada), 269 Trillium Drive, Kitchener, Ontario N2G 4W5
519/748-5470, FAX: 519/748-2553





WithersRavenel
Our People. Your Success.



Major Site Plan Narrative

8739 Caratoke Highway

Currituck County

Exotic Imports, Inc.

Prepared For:
Michael Day
132 Freedom Ave.
Powells Point, NC 27966

Prepared By:
WithersRavenel
8466 Caratoke Highway, Building 400
Powells Point, NC 27966
(252) 491-8147
License No.: F-1479

WithersRavenel Project No. 26-0650

September 10, 2026

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Appendices

Appendix 1: On-site Soils Map and Data

Appendix 2: NOAA Precipitation Intensity (Currituck County)

Appendix 3: Stormwater Documents

Project Description

Exotic Imports, Inc. (Applicant) is proposing site improvements at the existing Coastal Home Furniture property located at 8739 Caratoke Highway in Harbinger, Currituck County. The project includes construction of two (2) freestanding retail buildings in general conformance with the prior approved site plan. The existing site is subject to State Stormwater Permit No. SW7051106, and a stormwater permit renewal and transfer package has been submitted to NCDEQ for review.

The following narrative summarizes the existing site conditions, proposed development data, utilities, access, parking, landscaping, and stormwater management information for 8739 Caratoke Highway in Harbinger, Currituck County, NC.

Access

Access to the site is provided from Caratoke Highway. The proposed site plan maintains commercial site access, parking, internal circulation, fire access, and loading access for the existing and proposed retail uses.

Parking

The proposed site plan provides one hundred one (101) parking spaces, including eighty (80) regular spaces, sixteen (16) compact spaces, and five (5) ADA-accessible spaces.

Based on the current UDO retail parking ratio of one (1) space per 300 square feet, the 29,700 square feet of total building area requires ninety-nine (99) parking spaces. The proposed site plan provides one hundred one (101) parking spaces; therefore, the parking requirement is met.

Utilities

The existing water supply is provided by Currituck County. The proposed site plan includes a proposed one-inch potable water service line to serve the proposed retail building and connection to the existing meter box, with a proposed double check valve and enclosure to be coordinated with the Currituck County Water Department.

The proposed water service is shown conceptually on the site plan and is subject to coordination with Currituck County Water Department and final plumbing requirements.

The site is served by an existing septic system permitted through Albemarle Regional Health Services for a 1,500 gallon per day low pressure pipe system. The site plan identifies the existing septic tank, pump tank, approximate existing septic field location, proposed repair area, and proposed septic cleanout. The proposed site plan also notes coordination of the effluent line from the proposed building to the existing septic tank.

Buffers and Site Vegetation

The parcel is zoned General Business (GB), and the adjacent parcels shown on the plan are also zoned GB. Existing vegetation is proposed to remain and be credited toward applicable site landscaping, vehicular use area landscaping, and streetscape landscaping requirements.

The proposed site plan shows existing vegetation to remain, proposed site landscaping shrubs, vehicular use area landscaping strips, and major arterial streetscape landscaping along US Highway 158. The plan identifies a 370 linear foot US Highway 158 frontage for streetscape landscaping calculations.

Because the subject parcel and adjacent parcels shown on the plan are zoned GB, no perimeter landscape buffer is identified on the proposed site plan. Metal siding is prohibited on building facades facing or visible from major arterials and should be considered during building design.

Summary of Existing Stormwater Conditions

The property is located in the Coastal Plain of North Carolina and contains an existing constructed wet detention pond stormwater control measure. The stormwater system was constructed and certified based on the approved site plan. A State Stormwater Permit Renewal and Transfer of Ownership package for Permit No. SW7051106 was submitted to NCDEQ on behalf of Exotic Imports, Inc. The recent stormwater inspection found the SCM generally functional at the time of inspection, with recommended maintenance items including removal of debris, vegetation, and sedimentation at culvert mouths and conveyance features, monitoring of woody vegetation, correction of localized erosion, and continued maintenance of the wet detention basin and associated infrastructure.

Summary of Proposed Stormwater Conditions

Existing Wet Detention Pond

Stormwater management for the site is provided by an existing wet detention pond constructed under State Stormwater Permit No. SW7051106. The permitted impervious area is 81,837 square feet. The stormwater permit documentation identifies 6,479 cubic feet of required storage and 16,426 cubic feet of provided storage. The proposed site plan identifies 57.4 percent lot coverage and 81,837 square feet as the maximum built-upon area allowed per NCDEQ.

The proposed improvements include construction of two (2) freestanding retail buildings and associated site improvements. The proposed site plan indicates the improvements are intended to remain within the permitted NCDEQ built-upon area of 81,837 square feet. The existing wet detention pond will remain in service, and no modification to the existing SCM is proposed as part of the site plan.

The stormwater inspection report concludes that the SCM was generally functional at the time of inspection and recommends continued routine maintenance. Maintenance items include monitoring and removal of woody vegetation, trash, sediment accumulation, and vegetative overgrowth where these items begin to restrict water flow, inspection access, maintenance access, or the integrity of SCM components.

A summary of the permitted and provided stormwater storage information is shown in Table 1 below.

Table 1

Item	Value
Permitted Impervious Area	81,837 sf
Required Storage	6,479 cf
Provided Storage	16,426 cf

The existing wet detention pond was constructed and certified based on the approved site plan. A stormwater permit renewal and transfer package has been submitted to NCDEQ for review.

Based on the available inspection report, the wet detention pond remains generally functional, provided that routine maintenance and recommended corrective actions are completed as needed to maintain flow conveyance, access, and SCM function.

Proposed Improvements and Coverage

The proposed site plan identifies 57.4 percent lot coverage, while the current maximum allowable lot coverage is 65 percent. Total building area shown for parking calculations is 29,700 square feet. The proposed site plan provides 101 parking spaces, which exceeds the 99 spaces required by the current retail parking ratio.

The proposed improvements are shown in general conformance with the prior approved site plan and are intended to maintain compliance with applicable lot coverage, parking, landscaping, utility, and stormwater requirements.

Soils

The USDA NRCS Custom Soil Resource Report for Currituck County identifies two soil map units within the area of interest: Conetoe loamy sand, 0 to 3 percent slopes, and Nimmo loamy sand. The report indicates that Conetoe loamy sand comprises approximately 56.6 percent of the area of interest and Nimmo loamy sand comprises approximately 43.4 percent of the area of interest. A copy of the soils information is provided within **Appendix 1**.

- CnA – Conetoe loamy sand, 0 to 3 percent slopes

This soil is generally well drained with very low runoff and is categorized in Hydrologic Soil Group A. The NRCS report indicates depth to water table is more than 80 inches for this map unit.

- No – Nimmo loamy sand

This soil is generally poorly drained with very high runoff and is categorized in Hydrologic Soil Group A/D. The NRCS report identifies an approximate depth to water table of 0 to 12 inches for this map unit.

The existing stormwater system and septic system information are based on the available permit documentation and the current site plan.

Calculations

Copies of the stormwater permit renewal and transfer package, submitted NCDEQ materials, approved as-built documentation, inspection report, and supporting permit materials are provided in **Appendix 3** of this narrative.

Summary and Conclusions

The site is an existing commercial development with an approved stormwater system consisting of a wet detention pond permitted under State Stormwater Permit No. SW7051106. A stormwater permit renewal and transfer package has been submitted to NCDEQ on behalf of Exotic Imports, Inc. The proposed site plan includes two (2) freestanding retail buildings and associated site improvements in general conformance with the prior approved site plan. The proposed site plan identifies 57.4 percent lot coverage and is intended to remain within the permitted NCDEQ built-upon area of 81,837 square feet. Based on the available documentation, the approved stormwater system provides storage in excess of the permitted requirement, and the SCM was observed to be generally functional during the August 2026 inspection.

Appendix 1: On-site Soils Map and Data



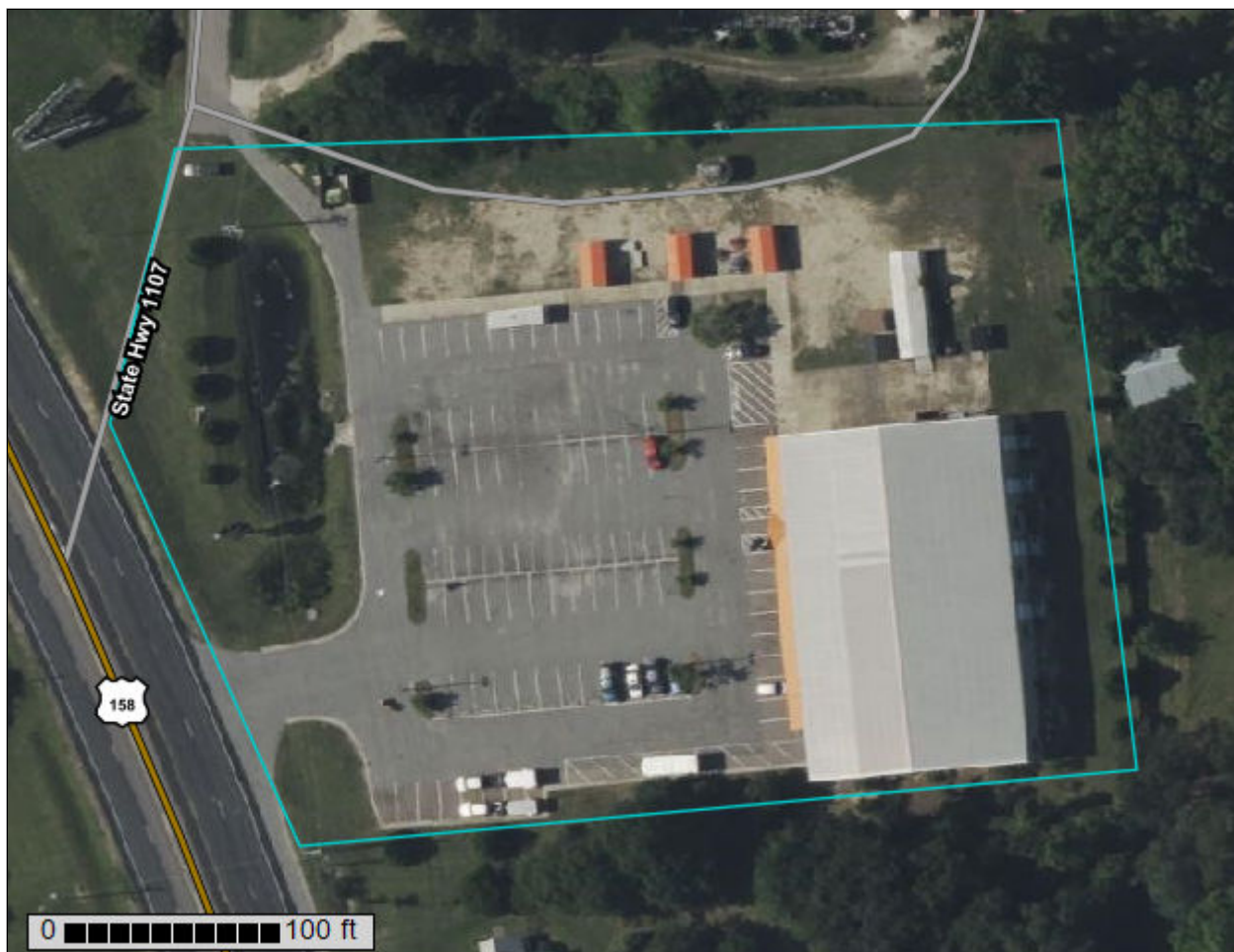
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Currituck County, North Carolina**



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



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MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Currituck County, North Carolina
Survey Area Data: Version 25, Sep 2, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 18, 2022—May 31, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CnA	Conetoe loamy sand, 0 to 3 percent slopes	1.7	56.6%
No	Nimmo loamy sand	1.3	43.4%
Totals for Area of Interest		3.1	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Currituck County, North Carolina

CnA—Conetoe loamy sand, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 3rnf
Landscape: Coastal plains
Elevation: 0 to 20 feet
Mean annual precipitation: 42 to 58 inches
Mean annual air temperature: 61 to 64 degrees F
Frost-free period: 190 to 270 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Conetoe and similar soils: 85 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Conetoe

Setting

Landscape: Coastal plains
Landform: Low ridges on stream terraces, Low ridges on marine terraces
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Sandy and loamy fluviomarine deposits and/or marine deposits

Typical profile

Ap - 0 to 8 inches: loamy sand
E - 8 to 22 inches: loamy sand
Bt - 22 to 40 inches: sandy loam
BC - 40 to 46 inches: loamy sand
C - 46 to 80 inches: sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 5.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: A
Ecological site: F153AY030NC - Dry Loamy Rises and Flats, F153BY030NC - Dry Loamy Rises and Flats
Hydric soil rating: No

Minor Components

Leon

Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Flats on marine terraces
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F153AY070NC - Wet Spodosol Flats and Depressions,
F153BY070NC - Wet Spodosol Flats and Depressions
Hydric soil rating: Yes

No—Nimmo loamy sand

Map Unit Setting

National map unit symbol: 3rnv
Landscape: Coastal plains
Elevation: 0 to 20 feet
Mean annual precipitation: 42 to 58 inches
Mean annual air temperature: 61 to 64 degrees F
Frost-free period: 190 to 270 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Nimmo, drained, and similar soils: 80 percent
Nimmo, undrained, and similar soils: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nimmo, Drained

Setting

Landscape: Coastal plains
Landform: Flats on marine terraces, Depressions on marine terraces
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Sandy and loamy fluviomarine deposits and/or marine deposits

Typical profile

Ap - 0 to 6 inches: loamy fine sand
Btg - 6 to 25 inches: fine sandy loam
Cg - 25 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 to 12 inches

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Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 5.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: F153AY060NC - Wet Loamy Flats and Depressions,
F153BY060NC - Wet Loamy Flats and Depressions
Hydric soil rating: Yes

Description of Nimmo, Undrained

Setting

Landscape: Coastal plains
Landform: Flats on marine terraces, Depressions on marine terraces
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Sandy and loamy fluviomarine deposits and/or marine deposits

Typical profile

Ap - 0 to 6 inches: loamy fine sand
Btg - 6 to 25 inches: fine sandy loam
Cg - 25 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 5.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F153AY060NC - Wet Loamy Flats and Depressions,
F153BY060NC - Wet Loamy Flats and Depressions
Hydric soil rating: Yes

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Appendix 2: NOAA Precipitation Intensity (Currituck County)



NOAA Atlas 14, Volume 2, Version 3
Location name: Point Harbor, North Carolina,
USA*

Latitude: 36.101°, Longitude: -75.8125°

Elevation: 10 ft**

* source: ESRI Maps

** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

G.M. Bonnin, D. Martin, B. Lin, T. Parzybok, M. Yekta, and D. Riley

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.450 (0.409-0.495)	0.526 (0.479-0.578)	0.600 (0.547-0.659)	0.684 (0.621-0.750)	0.771 (0.697-0.843)	0.847 (0.762-0.926)	0.917 (0.822-1.00)	0.986 (0.879-1.08)	1.07 (0.947-1.17)	1.15 (1.01-1.26)
10-min	0.718 (0.654-0.791)	0.842 (0.767-0.924)	0.961 (0.876-1.06)	1.09 (0.993-1.20)	1.23 (1.11-1.34)	1.35 (1.21-1.48)	1.46 (1.31-1.59)	1.56 (1.39-1.71)	1.70 (1.50-1.86)	1.81 (1.59-1.99)
15-min	0.898 (0.817-0.989)	1.06 (0.964-1.16)	1.22 (1.11-1.33)	1.38 (1.26-1.52)	1.56 (1.41-1.70)	1.71 (1.54-1.87)	1.84 (1.65-2.02)	1.97 (1.76-2.16)	2.13 (1.89-2.34)	2.28 (2.00-2.50)
30-min	1.23 (1.12-1.36)	1.46 (1.33-1.60)	1.73 (1.57-1.90)	2.00 (1.82-2.20)	2.31 (2.08-2.52)	2.57 (2.31-2.81)	2.82 (2.53-3.09)	3.07 (2.74-3.36)	3.39 (3.00-3.72)	3.68 (3.23-4.04)
60-min	1.54 (1.40-1.69)	1.83 (1.67-2.01)	2.21 (2.02-2.43)	2.61 (2.37-2.86)	3.07 (2.78-3.36)	3.49 (3.14-3.81)	3.89 (3.48-4.25)	4.31 (3.84-4.71)	4.87 (4.30-5.33)	5.38 (4.72-5.90)
2-hr	1.76 (1.59-1.94)	2.11 (1.91-2.33)	2.60 (2.35-2.87)	3.13 (2.82-3.44)	3.76 (3.38-4.12)	4.34 (3.89-4.76)	4.92 (4.38-5.40)	5.54 (4.91-6.08)	6.39 (5.61-7.01)	7.16 (6.24-7.86)
3-hr	1.92 (1.73-2.13)	2.30 (2.08-2.56)	2.85 (2.58-3.16)	3.45 (3.11-3.82)	4.20 (3.76-4.63)	4.90 (4.36-5.39)	5.62 (4.97-6.17)	6.40 (5.62-7.02)	7.49 (6.51-8.22)	8.51 (7.32-9.34)
6-hr	2.34 (2.11-2.60)	2.80 (2.53-3.10)	3.47 (3.13-3.85)	4.20 (3.78-4.65)	5.12 (4.58-5.66)	6.00 (5.34-6.61)	6.90 (6.10-7.59)	7.90 (6.92-8.67)	9.29 (8.04-10.2)	10.6 (9.08-11.7)
12-hr	2.77 (2.50-3.10)	3.32 (2.99-3.72)	4.12 (3.71-4.61)	5.02 (4.50-5.60)	6.17 (5.50-6.86)	7.29 (6.44-8.07)	8.44 (7.39-9.34)	9.73 (8.43-10.8)	11.6 (9.86-12.8)	13.3 (11.2-14.7)
24-hr	3.30 (3.04-3.60)	4.02 (3.70-4.38)	5.19 (4.77-5.65)	6.17 (5.66-6.71)	7.63 (6.94-8.27)	8.88 (8.00-9.63)	10.3 (9.16-11.1)	11.8 (10.4-12.8)	14.0 (12.2-15.3)	16.0 (13.7-17.5)
2-day	3.83 (3.51-4.20)	4.64 (4.26-5.08)	5.96 (5.46-6.52)	7.09 (6.48-7.74)	8.79 (7.96-9.57)	10.3 (9.22-11.2)	11.9 (10.6-13.0)	13.7 (12.1-15.0)	16.5 (14.2-18.1)	18.9 (16.0-20.9)
3-day	4.07 (3.74-4.45)	4.93 (4.54-5.39)	6.30 (5.79-6.88)	7.45 (6.83-8.12)	9.16 (8.32-9.96)	10.6 (9.57-11.5)	12.2 (10.9-13.3)	14.0 (12.3-15.2)	16.7 (14.4-18.3)	19.1 (16.3-21.0)
4-day	4.31 (3.98-4.70)	5.22 (4.81-5.70)	6.64 (6.12-7.24)	7.81 (7.17-8.50)	9.52 (8.67-10.4)	11.0 (9.92-11.9)	12.5 (11.2-13.6)	14.2 (12.6-15.5)	16.8 (14.7-18.4)	19.2 (16.5-21.2)
7-day	4.97 (4.59-5.41)	5.99 (5.54-6.53)	7.53 (6.94-8.19)	8.80 (8.07-9.56)	10.6 (9.69-11.5)	12.1 (11.0-13.2)	13.8 (12.4-14.9)	15.5 (13.8-16.9)	18.1 (15.8-19.7)	20.2 (17.4-22.1)
10-day	5.60 (5.22-6.05)	6.72 (6.25-7.25)	8.32 (7.74-8.98)	9.64 (8.95-10.4)	11.5 (10.6-12.4)	13.1 (12.0-14.1)	14.8 (13.4-16.0)	16.6 (14.9-17.9)	19.2 (17.0-20.9)	21.3 (18.6-23.3)
20-day	7.50 (7.03-8.03)	8.94 (8.38-9.57)	10.9 (10.2-11.6)	12.5 (11.6-13.3)	14.7 (13.7-15.7)	16.5 (15.3-17.7)	18.5 (17.0-19.8)	20.5 (18.7-22.0)	23.4 (21.0-25.2)	25.7 (22.8-27.9)
30-day	9.23 (8.68-9.82)	11.0 (10.3-11.7)	13.2 (12.4-14.0)	15.0 (14.0-15.9)	17.4 (16.3-18.5)	19.4 (18.0-20.6)	21.4 (19.8-22.8)	23.5 (21.5-25.1)	26.3 (23.9-28.3)	28.5 (25.7-30.8)
45-day	11.4 (10.7-12.1)	13.5 (12.7-14.3)	16.1 (15.1-17.1)	18.3 (17.1-19.4)	21.3 (19.9-22.7)	23.8 (22.1-25.3)	26.4 (24.3-28.1)	29.1 (26.6-31.1)	32.9 (29.7-35.2)	35.9 (32.1-38.6)
60-day	13.6 (12.8-14.4)	16.1 (15.2-17.0)	19.0 (17.9-20.1)	21.3 (20.1-22.5)	24.5 (23.0-25.9)	27.0 (25.3-28.6)	29.6 (27.5-31.4)	32.2 (29.8-34.2)	35.7 (32.7-38.2)	38.5 (34.9-41.3)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

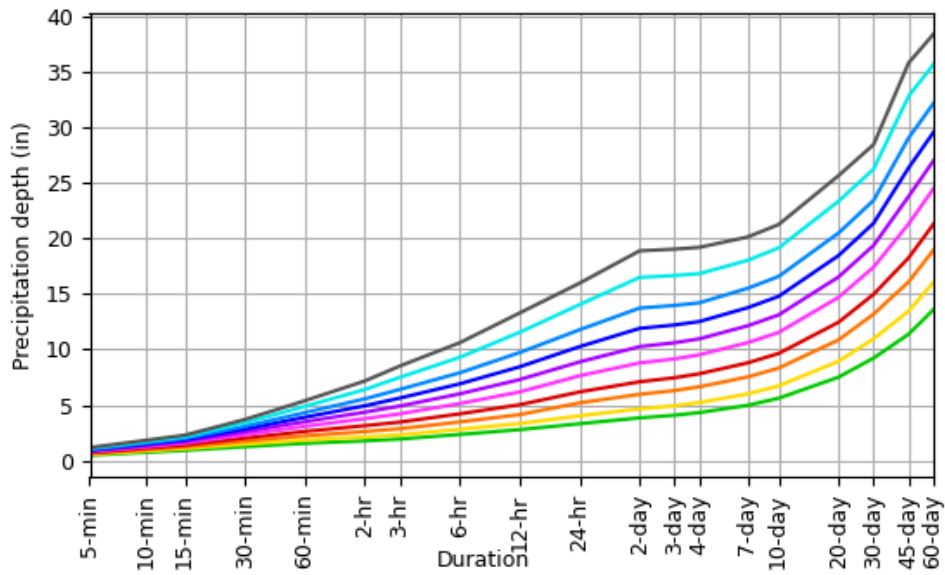
Please refer to NOAA Atlas 14 document for more information.

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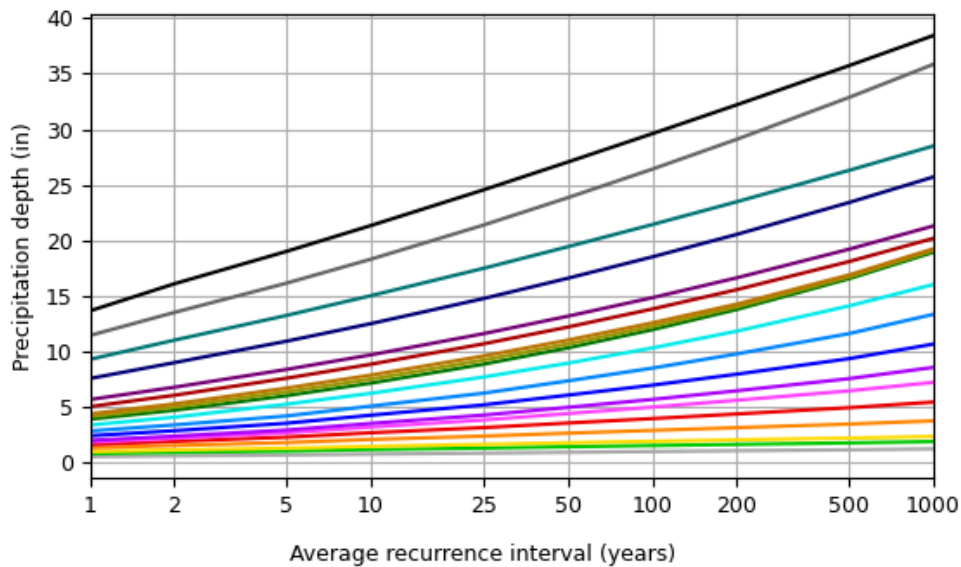
PF graphical

PDS-based depth-duration-frequency (DDF) curves

Latitude: 36.1010°, Longitude: -75.8125°



Average recurrence interval (years)
1
2
5
10
25
50
100
200
500
1000



Duration	
5-min	2-day
10-min	3-day
15-min	4-day
30-min	7-day
60-min	10-day
2-hr	20-day
3-hr	30-day
6-hr	45-day
12-hr	60-day
24-hr	

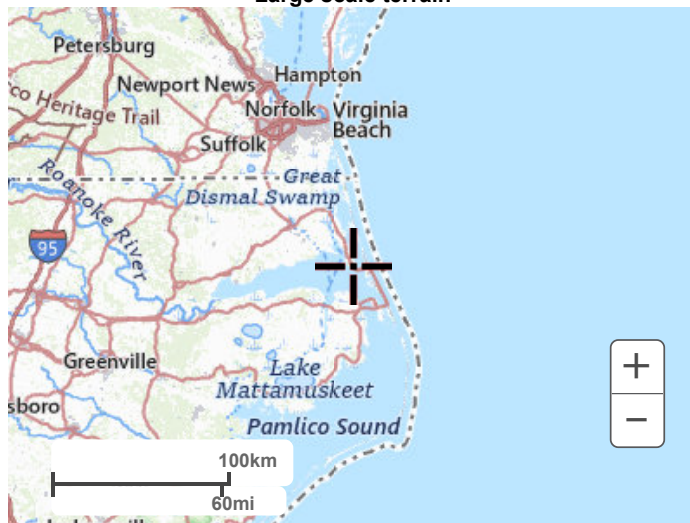
[Back to Top](#)

Maps & aerials

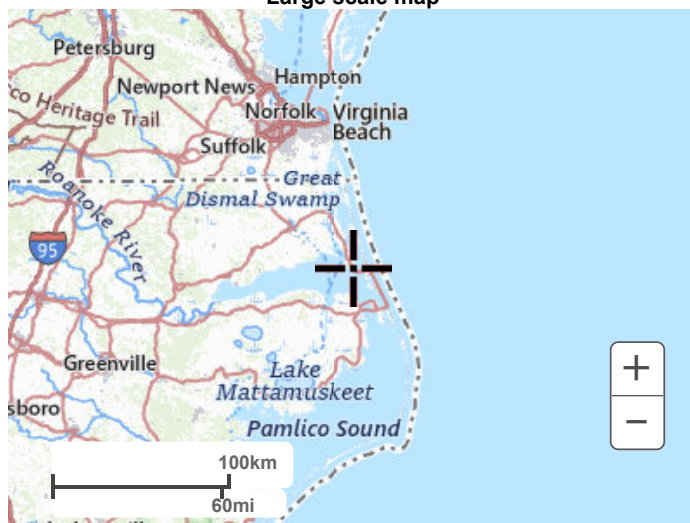
Small scale terrain



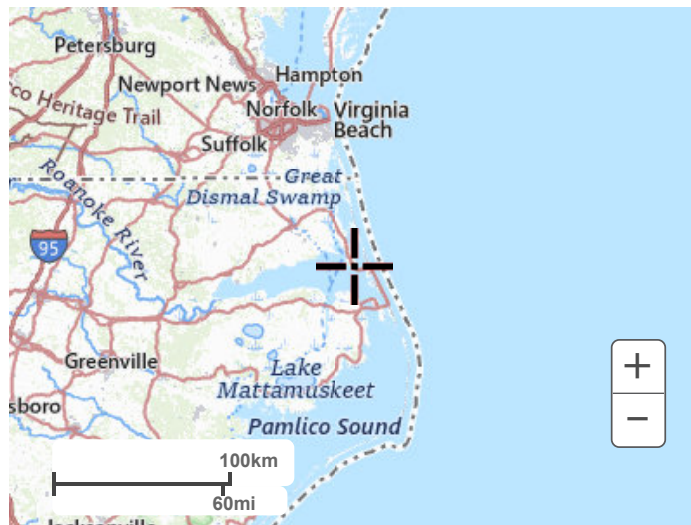
Large scale terrain



Large scale map



Large scale aerial



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[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

Appendix 3: Stormwater Documents

Currituck County & NCDEQ Calculations

Stormwater Permit Renewal and Transfer Package; Approved As-Built; Stormwater Inspection Report



August 14, 2026

Roger K. Thorpe
North Carolina Department of Environmental Quality
Division of Energy, Mineral and Land Resources
943 Washington Square Mall
Washington Regional Office
Washington, North Carolina 27889

Stormwater Permit Renewal & Transfer of Ownership (Permit No. SW7051106)
Coastal Home Furniture, Harbinger
Harbinger, Currituck County, NC

Mr. Thorpe,

On behalf of Exotic Imports, Inc., WithersRavenel hereby submits for review and approval a State Stormwater Permit Renewal & Stormwater Permit Transfer application package for the above referenced project in Currituck County.

The following items are included and shall be considered part of this submittal package:

1. Permit transfer and renewal processing fee Check for \$1,584.00 made payable to NCDEQ (\$792 each);
2. One (1) copy of the Stormwater Permit Transfer Application form;
3. One (1) copy of the Stormwater Permit Renewal Application form;
4. One (1) copy of the Operation & Maintenance Agreement Form for the Wet Pond;
5. One (1) copy of the Purchase Agreement;
6. One (1) copy of the Designer Certification;
7. One (1) copy of the approved as-built;
8. One (1) copy of the Stormwater Inspection Report;
9. NC Secretary of State documentation for Exotic Imports, Inc;
10. NC Secretary of State documentation for MDS Investments, LLC;
11. One (1) copy of the Deed Book 908 Page 040.

Please do not hesitate to contact me by email at ndashti@withersravenel.com or by phone at (252)491-8147 should you have any questions and/or concerns.

Thank you for your attention to this project.

Sincerely,

WithersRavenel

Nadeen Dashti
Staff Professional III

8466 Caratoke Highway, Building 400 | Powells Point, NC 27966

t: 252-491-8147 | f: 919.467.6008 | www.withersravenel.com | License No. F-1479

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Powells Point | Raleigh | Southern Pines | Wilmington

DEMLR USE ONLY		
Date Received	Fee Paid	Permit Number

NC DEQ Division of Energy, Mineral and Land Resources

POST CONSTRUCTION (STATE) STORMWATER: PERMIT TRANSFER APPLICATION FORM

Pursuant to [15A NCAC 02H.1045](#) and other applicable statutes as referenced within

Only complete applications packages will be accepted and reviewed. This form (with original signatures) and the required items must be sent to the appropriate [DEMLR Regional Office](#) (Coastal, SA Waters) or DEMLR Central Office (Urbanizing Areas Ph 2, USMP, Non-Coastal HQW/ORW).

*After this application is accepted, DEMLR will conduct a compliance inspection and report any deficiencies to the current permit holder and/or the proposed permit holder. It is recommended that the parties involved review the project for compliance with the approved plans and permit **prior** to submitting this application package.*

A. GENERAL INFORMATION

1. Stormwater Permit Number: SW7051106
2. Project name: Coastal Home Furniture, Harbinger
Is this an updated project name from the current permit? ☒ Yes ☐ No
3. Project street address: 8739 Caratoke Highway
City: Harbinger County: Currituck ZIP : 27941
4. Reason for the permit transfer request: Change in ownership

B. TYPE OF TRANSFER REQUESTED

The application is being submitted:

- ☒ 1. In accordance with [15A NCAC 02H.1045\(1\)\(a\)](#) upon request of **both the current and proposed permit holders**
- ☐ 2. *In accordance with [G.S. 143-214.7\(c2\)](#), solely by the current permit holder, a declarant of a condominium or planned community. This type of transfer requires all of the following, as supported by documentation. (skip Sections F & G)*
- ☐ The proposed permit holder is the owners association or other management entity identified in the condominium or planned community's declaration.
 - ☐ Any common areas related to the operation and maintenance of the stormwater management system, which includes common area required to maintain the density of the development, have been conveyed to the unit owners' association or owners' association in accordance with the declaration;
 - ☐ The declarant has conveyed at least fifty percent (50%) of the units or lots to owners other than a declarant;
 - ☐ The project and stormwater management system is in compliance with the stormwater permit.
- ☐ 3. *In accordance with [G.S. 143-214.7\(c5\)](#) (see also SL 2021-158), submitted:*
- ☐ **Jointly by both the permit holder and successor-owner, or**
 - ☐ **Solely by the successor-owner (skip Section D)**
- and where the following 3 conditions are met:

- a. The current permit holder is one of the following (select at least 1):
 - ☐ A natural person who is deceased. (*skip Section D*)
 - ☐ A partnership, limited liability corporation, corporation, or any other business association that has been dissolved and does not have a successor-in-interest.
 - ☐ A person or entity who has been lawfully and finally divested of title to the property on which the permitted activity is occurring or will occur through foreclosure, bankruptcy or other legal proceeding.
 - ☐ A person or entity who has sold the property on which the permitted activity is occurring or will occur.
 - ☐ Other (please explain): _____
- b. The successor-owner is one of the following (*select at least 1*):
 - ☐ A person or entity holding title to the property on which the permitted activity is occurring or will occur;
 - ☐ The claimant of the right to engage in the permitted activity.
 - ☐ An association, as defined in G.S. 47C-1-103 or G.S. 47F-1-103.
 - ☐ Any other natural person, group of persons, or entity deemed appropriate by the Department to operate and maintain the permit.
- c. ☐ There will be no substantial change in the permitted activity.

C. SUBMITTAL REQUIREMENTS

Please mark "Y" to confirm the items are included with this form. Please mark "X" if previously provided. If not applicable or not available, please mark N/A.

- Y 1. A permit application processing fee of \$792 made payable to NCDEQ per G.S. 143B-279.19
- Y 2. One originally signed hard copy and one electronic copy of this completed form. The signing official(s) named on this application must meet the following:
 - a. Corporation – a principal executive officer of at least the level of vice-president;
 - b. Limited Liability Company (LLC) – a manager or company official as defined in G.S. 57D;
 - c. Public Entity – a principle executive officer, ranking official or duly authorized employee;
 - d. Partnership or limited partnership – the general partner;
 - e. Sole proprietor;
 - f. Letter of authorization signed by one of the signatories noted in a-e above authorizing the signature of another entity.
- Y 3. For proposed permit holder(s) that are corporations or LLC's, documentation showing the proposed permit holder is an active entity in good standing with the NC Secretary of State.
- Y 4. For proposed permit holders(s) that are corporations or LLC's, documentation from the NC Secretary of State or other official documentation showing the titles and positions held by the signing official.
- Y 5. For the current permit holder, documentation supporting their current status, if applicable. For instance, if an entity, documentation showing their status with NC Secretary of State (active, dissolved, or otherwise).
- Y 6. Legal documentation that the property included the permitted project area has transferred to the proposed permit holder (such as a recorded deed and associated plats for the property, uncompleted development and/or common areas) or legal documentation demonstrating that the proposed permit holder is the sole claimant of the right to engage in the permitted activity.
- N/A 7. If transferring under [G.S. 143-214.7\(c5\)](#) (*i.e., Section B.3 of this form is selected*), provide documentation supporting if the permit transfer conditions outlined in G.S. 143-214.7(c5)(1) were met before or on/after July 1, 2021.
- Y 8. If Section B.1 or B.3 of this form is selected, a signed and notarized operation and maintenance agreement (O&M) from the proposed permit holder. For standard designs, the O&M-EZ form available on the following website may be used: [Stormwater Design Manual](#)

- Y 9. A copy of any recorded documents required by the permit and/or rules, including:
- N/A Deed restrictions and protective covenants. If the project has not been built, the new owner shall provide a signed agreement to submit final recorded deed restrictions and protective covenants.
 - Y If approved under the 2017 Rules, a copy of the recorded O&M agreement.
 - Y If applicable, a copy of the final plat documenting the recorded easements and if approved under the 2017 Rules, a reference to the recorded O&M Agreement.
- Y 10. If the project has been built, documentation that the maximum allowed per lot built-upon area or the maximum allowed total built-upon area has not been exceeded.
- Y 11. If the project has been built, a signed, sealed, and dated letter from a licensed professional or other qualified person in accordance with Rule .1050 stating the stormwater management system has been inspected and whether it has been built and maintained in accordance with the approved plans and permit conditions.
- N/A 12. If transferring under [G.S. 143-214.7\(c2\)](#) (i.e., if Section B.2 of this form is selected), documentation verifying that 50% or more of the lots have been conveyed to individuals (not builders). Copies of the deeds of conveyance or a chart listing the lot number, lot address, owner's name, conveyance date and deed book and page number are acceptable.
- N/A 13. If transferring under [G.S. 143-214.7\(c5\)](#) (i.e., *Section B.3 of this form is selected*) and the property was transferred prior to July 1, 2021, documentation demonstrating that the property was in compliance with its permit in the period either 12 months immediately before or after the property was transferred. [G.S. 143-214.7(c5)(1c)]
- N/A 14. If transferring under [G.S. 143-214.7\(c5\)](#) (i.e., *Section B.3 of this form is selected*) and the activity on the property does not conform to the approved plans and permit conditions, one of the following has been included:
- ☐ A written schedule of actions to bring the permitted activity into compliance within one calendar year.
 - ☐ If there has been or will be a modification to the permitted activity, an application for a permit modification.
- N/A 15. If the proposed permit holder is the lessee, a copy of the lease agreement.
- Y 16. If the proposed permit holder is the purchaser, a copy of the pending sales agreement.

D. CURRENT PERMIT HOLDER INFORMATION AND CERTIFICATION Please provide Email.

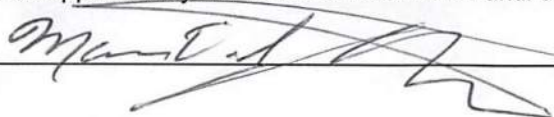
1. Current Permit Holder's Company Name/Organization: MDS Investments, LLC _____
2. Signing Official's Name: Maurice D. Slaughter _____
3. Signing Official's Title: Registered Agent _____
4. Mailing Address: 2211 Frederick Blvd _____
City: Portsmouth _____ State: VA _____ ZIP : 23704 _____
5. Street Address: 2211 Frederick Blvd _____
City: Portsmouth _____ State: VA _____ ZIP : 23704 _____
6. Phone: (252) 202-2595 _____ Email: harleybay@oal.com _____

I, Maurice D. Slaughter, the current permit holder, am submitting this application for a transfer of ownership for the above listed stormwater permit under the General Statutes and regulations identified in Section B of this application. I hereby notify DEMLR of the sale or other legal transfer of the property/project and/or the stormwater system associated with this permit. I have provided a copy of the following documents to the proposed permit holder named in this application form:

- ☒ the most recent permit;
- ☒ the designer's certification for each SCM;
- ☐ any recorded deed restrictions, covenants, common areas, drainage easements, plats, or O&M;
- ☒ the approved plans and/or approved as-built plans;
- ☒ the previously approved operation and maintenance agreement;
- ☐ past maintenance records from the previous permit holder (where required);
- ☒ a copy of the most recent inspection report;

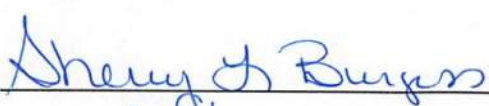
For any items that were not provided, please explain why: N/A

I further attest that this application and request for a permit transfer is accurate and complete to the best of my knowledge. I attest that I have provided all of the required items per the law to transfer this permit. I understand that if all required parts of this request are not completed or if all required supporting information and attachments listed above are not included, this request package will be returned as incomplete. I assign all rights and obligations as permit holder to the proposed permit holder named below. I understand that this request to transfer the permit may not be approved by the DEMLR unless and until the facility is in compliance with the permit.

Signature:  Date: Aug 14, 2016

I, Sherry L. Burgess, a Notary Public for the State of North Carolina, County of Pasquotank, do hereby certify that Maurice D. Slaughter personally appeared before me this the 14th day of August, 2020, and acknowledge the due execution of the forgoing instrument. Witness my hand and official seal,

(Notary Seal)

Notary Signature: 
My commission expires 11/27/2027



E. PROPOSED PERMIT HOLDER INFORMATION

1. Name/Entity: Exotic Imports, Inc.
2. Signing Official's Name: Michael Day
3. Signing Official's Title: President
4. Mailing Address: 132 Freedom Ave.
City: Powells Point State: NC ZIP: 27966
5. Street Address: 132 Freedom Ave.
City: Powells Point State: NC ZIP: 27966
6. Phone: (252) 202-2595 Email: mike@coastalhomeobx.com
7. **The proposed permit holder is the:**
 - ☐ **Property owner** (Also complete Section F.)
 - ☐ **Home Owners Association (HOA), Property Owners Association (POA), or Unit Owner Association (UOA)** (if being transferred per Section B.1 or B.3, also complete Section F.)
 - ☐ **Lessee** - Attach a copy of the lease agreement. Both the lessee and the property owner will appear on the permit as co-permit holders. If the lease is terminated, responsibility for the permit reverts to the property owner. (Also complete Section F & G.)
 - ☒ **Purchaser** - Attach a copy of the pending sales agreement. The permit will require submission of a copy of the recorded deed after the purchase has taken place. If the purchase agreement is cancelled the permit reverts to the property owner. (Also complete Section F & G.)
 - ☐ **Developer** - Attach a copy of the development agreement. Both the developer and the property owner will appear on the permit as co-permit holders. If the development agreement is terminated, responsibility for the permit reverts to the property owner. (Also complete Section F & G.)
8. Property Owner Information (for a lessee, purchaser, or developer situation)
 - a. Property Holder Name/Entity: MDS Investments, LLC
 - b. Signing Official's Name: Maurice D. Slaughter
 - c. Signing Official's Title: Registered Agent
 - d. Mailing Address: 2211 Frederick Blvd
City: Portsmouth State: VA ZIP: 23704
 - e. Street Address: 2211 Frederick Blvd
City: Portsmouth State: VA ZIP: 23704
 - f. Phone: (757) 285-2291 Email: harleybay@oal.com
9. **If there is a management company or other point of contact for the property: *Please provide Email.***
 - a. Management Company or Entity: _____
 - b. Contact Name: _____ Title: _____
 - c. Mailing Address: _____
 - d. City: _____ State: _____ ZIP: _____
 - e. Phone: (____) _____ Email: _____

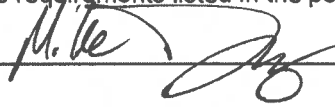
F. PROPOSED PERMIT HOLDER CERTIFICATION

I, Michael Day, hereby notify the DEMLR that I have acquired through sale, lease, development agreement, or other legal transfer, the project/property covered by the stormwater management permit and/or the responsibility for constructing and/or operating and maintaining the permitted stormwater management system. I acknowledge and attest that I have received a copy of: *(select all that apply)*:

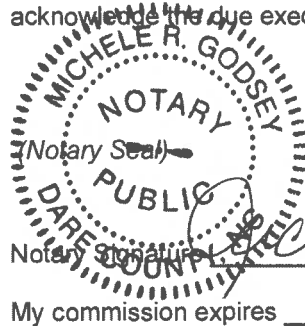
- ☒ the most recent permit;
- ☒ the designer's certification for each SCM;
- ☐ any recorded deed restrictions, covenants, common areas, drainage easements or plats;
- ☒ the approved plans and/or approved as-built plans;
- ☒ the approved operation and maintenance agreement;
- ☐ past maintenance records from the previous permit holder (where required);
- ☒ a copy of the most recent inspection report;

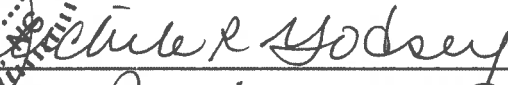
☐ Check here if the proposed permit holder agrees to be the entity responsible for addressing any compliance issues outlined in the Compliance Inspection Report. If checked, the proposed permit holder must provide a written document statement, with a "plan of action and schedule" addressed to this office stating that they will bring the project into compliance upon receipt of the transferred permit. This written "plan of action and schedule" must be received by the Division before the Division will transfer the permit.

I have reviewed the permit, approved plans and other documents listed above, and I acknowledge that I will comply with the terms and conditions of the permit. I will construct/maintain the project's built-upon area as shown on the approved plans; and I will construct, operate and maintain the approved stormwater management system pursuant to the requirements listed in the permit and in the operation and maintenance agreement.

Signature:  Date: 8/12/26

I, Michelle Godsey, a Notary Public for the State of North Carolina, County of Dare, do hereby certify that Michael Day personally appeared before me this the 13 day of August, 2026, and acknowledge the due execution of the forgoing instrument. Witness my hand and official seal,



Notary Signature: 
My commission expires April 17, 2028

G. PROPERTY OWNER INFORMATION AND CERTIFICATION

Fill out this section only if the property owner is different from the proposed permit holder. The permit will revert to the property owner if the purchase agreement, developer agreement or lease expires or is terminated.

I, Maurice D. Slaughter, hereby certify that I currently own the property identified in this permit transfer document and acknowledge that the Proposed Permit holder listed in Section F will be purchasing the property, developing the property on my behalf, and/or leasing the property from me. A copy of the purchase agreement, development agreement or the lease agreement, which names the party responsible for the construction and/or operation and maintenance of the stormwater system, has been provided with the permit transfer request.

I agree to notify DEMLR within 30 days if there are any changes to the purchase, developer or lease agreements and will submit the applicable completed and signed Permit Information Update Form or Permit Transfer Application Form to address these changes. As the legal property owner, I acknowledge, understand, and agree by my signature below, that the permit will revert to me and I will be responsible for complying with the DEMLR Stormwater permit if the property purchase, lease or developer agreement/contract is cancelled or defaults. I understand that any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the stormwater rules is subject to enforcement action as set forth in NC General Statute (NCGS) 143, Article 21.

Signature of the property owner Maurice D. Slaughter Date: Aug 14, 2026

I, Sherry L. Burgess, a Notary Public for the State of North Carolina, County of Pasquotank, do hereby certify that Maurice D. Slaughter personally appeared before me this the 14th day of August, 2026, and acknowledge the due execution of the forgoing instrument. Witness my hand and official seal,

(Notary Seal)

Notary Signature Sherry L. Burgess
My commission expires 11/27/2027



DEMLR USE ONLY		
Date Received	Fee Paid	Permit Number

NC DEQ Division of Energy, Mineral and Land Resources

**POST CONSTRUCTION (STATE) STORMWATER:
PERMIT RENEWAL APPLICATION FORM**

In accordance with [15A NCAC 2H.1045\(3\)](#), the current permit holder shall renew their high density permit 180 days prior to its expiration. Renewed permits are valid for a period of 8 years per Session Law 2011-398 (SB 781) Section 60.(c). This application form is for permit renewals only.

A. PROJECT INFORMATION

- Stormwater Permit Number: SW7051106
- Project name: Coastal Home Furniture, Harbinger
Is this an updated project name from the current permit? ☒ Yes ☐ No
- Project street address: 8739 Caratoke Highway
City: Harbinger County: Currituck ZIP : 27941
- What, if any, changes have been made to the project as permitted? N/A

*If the project has changed from the approved plans, a complete modification package is needed to document the changes. The modification forms are available at:
<https://www.deq.nc.gov/about/divisions/energy-mineral-and-land-resources/stormwater/stormwater-program/post-construction-program/new-permits-permit-modifications>.*

B. PERMITTEE NAME AND CONTACT INFORMATION

If changes to the permittee or project name have been made, please complete either the Permit Update form or the Permit Transfer form available at: <https://www.deq.nc.gov/about/divisions/energy-mineral-and-land-resources/stormwater/stormwater-program/post-construction-program/permit-transfers-renewals>. Stormwater Permits do not automatically transfer with the sale of the property.

- Current Permit Holder's Company Name/Organization: Exotic Imports, Inc.
- Signing Official's Name: Michael Day
- Signing Official's Title: President
- Mailing Address: 132 Freedom Ave.
City: Powells Point State: NC ZIP : 27966
- Street Address: 132 Freedom Ave.
City: Powells Point State: NC ZIP : 27966
- Phone: (252) 202-2595 Email: mike@coastalhomeobx.com

C. If Permittee is a Lessee, Purchaser, or Developer per 15A NCAC0 2H.1040(4)(c), PROPERTY OWNER NAME AND CONTACT INFORMATION

1. Current Permit Holder's Company Name/Organization: MDS Investments, LLC
2. Signing Official's Name: Maurice D. Slaughter
3. Signing Official's Title: Registered Agent
4. Mailing Address: 2211 Frederick Blvd.
City: Portsmouth State: VA ZIP : 23704
5. Street Address: 2211 Frederick Blvd.
City: Portsmouth State: VA ZIP : 23704
6. Phone: (252) 202-2595 Email: harleybay@oal.com

D. CHECKLIST OF SUBMITTAL REQUIREMENTS for an administratively complete application package per 15A NCAC 02H.1045(3).

Submit the application package to the appropriate [DEMLR Regional Office](#) (Coastal, (SA Waters) or DEMLR Central Office (Urbanizing Areas Ph 2, USMP, Non-Coastal HQW/ORW)). Only applications packages that include all required items listed below will be accepted and reviewed.

Initial each item below to indicate that the required information is provided in the application package:

- ND 1. A permit application processing fee of \$792.00 payable to NCDEQ per [G.S. 143B-279.19](#).
- ND 2. One original signed hard copy and one electronic copy of this completed form.
- ND 3. For corporations or limited liability corporations (LLC):
- ND Provide documentation from the NC Secretary of State or other official documentation, which supports the titles and positions held by the persons listed in Permittee Information or Property Owner Information, Item B and C per 15A NCAC 2H. 1040(1).
 - ND The corporation must also be listed as an active corporation in good standing with the NC Secretary of State.
- ND 4. If the project has been built, documentation that the maximum BUA per lot or maximum total BUA has not been exceeded.
- ND 5. If the project has been built, a signed, sealed, and dated letter from a licensed professional or other qualified person in accordance with 15A NCAC 02H.1050 stating that the SCMs have been inspected, and that they have been built and maintained in accordance with the approved plans.
- ND 6. O&M Agreements, *Please select one:*
- ☐ If approved under the rules effective January 1, 2017 and required by the permit conditions, the O&M agreement has been recorded in Deed Book: _____ Page No: _____
 - ☒ If approved under an earlier set of Rules, I have a copy of the current O&M Agreement for all SCMs, and I will continue to keep this on file with the permit.
 - ☐ I do not have a copy of the current O&M Agreement for all SCMs and am requesting a copy be sent to me. I agree to keep this on file with the permit.

N/A 7. If the project has been built, a copy of recorded documents required by the original permit that have not yet been received by DEMLR, including deed restrictions, protective covenants, condominium/planned community declaration and easements.

ND 8. Designer Certifications confirming that the project was initially built in accordance with the approved plans as required by 15A NCAC 02H.1042(4) or previous versions of the rules. *Please select one:*

- ☐ A copy of the required certification(s) have been previously provided to the Division; or
- ☒ A copy of the required certification(s) are enclosed; or
- ☐ The required certification(s) are in process. They will be provided as soon as they are complete, which is expected to be by _____; or
- ☐ The project has not yet been built.

N/A 9. If the project is out of compliance with the permit conditions, a written schedule of actions to bring the project into compliance.

E. (OPTIONAL) OTHER CONTACT INFORMATION

1. The Design Professional who is authorized to provide information on the Applicant's behalf:

Design Professional's Name: _____
Consulting Firm: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____
Email: : _____

2. If you would like to designate another person to answer questions about the project:

Name & Title: _____
Organization: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____
Email: : _____

F. PERMITTEE'S CERTIFICATION

I, Michael Day, the person legally responsible for the permit, certify that I have a copy of the Permit and O&M Agreement on site (or I will obtain a copy and it will be kept on site), that I am responsible for the performance of the maintenance procedures, and the site has been and will be maintained according to the O&M Agreement and approved plans. I agree to notify DEMLR of any problems with the SCMs or built-upon area and to submit the proper forms to modify or transfer the permit prior to any changes to the project, SCMs, or ownership. All information provided on this permit renewal application is, to the best of my knowledge, correct and complete.

Signature:  Date: 8/13/26

NOTARIZATION:

I, Michele Godsey, a Notary Public for the State of North Carolina, County of Dare, do hereby certify that Michael Day personally appeared before me this the 13 day of August, 2026, and acknowledge the due execution of the forgoing instrument. Witness my hand and official seal,

(Notary Seal)



Notary Signature

Michele R. Godsey

My commission expires

April 17, 2028

Operation & Maintenance Agreement

Project Name: Coastal Home Furniture, Harbinger
Project Location: 8739 Caratoke Highway, Harbinger NC 27941

Cover Page

Maintenance records shall be kept on the following SCM(s). This maintenance record shall be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired, or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the pollutant removal efficiency of the SCM(s).

The SCM(s) on this project include (check all that apply & corresponding O&M sheets will be added automatically):

Infiltration Basin	Quantity:		Location(s):	
Infiltration Trench	Quantity:		Location(s):	
Bioretention Cell	Quantity:		Location(s):	
Wet Pond	Quantity:	1	Location(s):	Western
Stormwater Wetland	Quantity:		Location(s):	
Permeable Pavement	Quantity:		Location(s):	
Sand Filter	Quantity:		Location(s):	
Rainwater Harvesting	Quantity:		Location(s):	
Green Roof	Quantity:		Location(s):	
Level Spreader - Filter Strip	Quantity:		Location(s):	
Proprietary System	Quantity:		Location(s):	
Treatment Swale	Quantity:		Location(s):	
Dry Pond	Quantity:		Location(s):	
Disconnected Impervious Surface	Present:	No	Location(s):	
User Defined SCM	Present:	No	Location(s):	
Low Density	Present:	No	Type:	

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed for each SCM above, and attached O&M tables. I agree to notify NCDEQ of any problems with the system or prior to any changes to the system or responsible party.

Responsible Party: **Michael Day**
Title & Organization: **President - Exotic Imports, Inc.**
Street address: **132 Freedom Ave.**
City, state, zip: **Powells Point, NC 27966**
Phone number(s): **252-202-2595**
Email: **mike@coastalhomeobx.com**

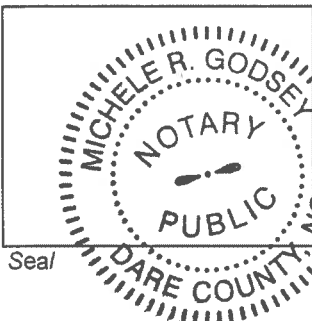
Signature: *Michael Day*

Date: 8/13/26

I, *Michelle Godsey*, a Notary Public for the State of *North Carolina*
County of *Dare*, do hereby certify that *Michael Day*
personally appeared before me this *13* day of *August*, 20*26* and

acknowledge the due execution of the Operations and Maintenance Agreement

Witness my hand and official seal, *Michelle Godsey*



Seal

My commission expires

April 17, 2028

Wet Pond Maintenance Requirements

Important operation and maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet pond should be fertilized after the initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover will be maintained in the drainage area to reduce the sediment load to the wet pond.
- If the pond must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain will be minimized as much as possible.
- At least once annually, a dam safety expert will inspect the embankment. Any problems that are found will be repaired immediately.
- The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

After the wet pond is established, it will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County)**. Records of operation and maintenance shall be kept in a known set location and shall be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How to remediate the problem:
The entire wet pond	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet pond	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, plant ground cover and water until it is established. Provide lime and a one-time fertilizer application.
The inlet device	The inlet pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The inlet pipe is cracked or otherwise damaged (if applicable).	Repair or replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.

Wet Pond Maintenance Requirements (Continued)

SCM element:	Potential problem:	How to remediate the problem:
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices.
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Consult a professional to remove muskrats or beavers and repair any holes or erosion.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs immediately.
The outlet device	Clogging has occurred.	Clean out the outlet device and dispose of any sediment in a location where it will not cause impacts to streams or the SCM.
	The outlet device is damaged.	Repair or replace the outlet device.
Floating wetland island (if applicable)	Weeds or volunteer trees are growing on the mat.	Remove the weeds or trees.
	The anchor cable is damaged, disconnected or missing.	Restore the anchor cable to its design state.

Wet Pond Maintenance Requirements (Continued)

SCM element:	Potential problem:	How to remediate the problem:
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the wet pond are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

Wet Detention Pond Design Summary

Wet Pond Diagram

WET POND ID		FOREBAY		MAIN POND	
	Pond 1	Permanent Pool El.	7.5	Permanent Pool El.	7.5
		Temporary Pool El:	9	Temporary Pool El:	9
Pretreatment other than forebay?	No	Clean Out Depth:	4.875	Clean Out Depth:	4.875
Has Veg. Filter?	No	Sediment Removal El	2.625	Sediment Removal El	2.625
		Bottom Elevation:	1	Bottom Elevation:	1

ATTACH ADDITIONAL SHEETS IF NECESSARY



**AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY**

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions:

"Seller": MDS Investments, LLC
 "Buyer": Mike Day and/or Assigns
 "Property":

Street Address: 8739 Caratoke Highway
 City: Harbinger Zip: 27941 County: Currituck, NC
 Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
 Plat Book/Slide G at Page(s) 9 PIN/PID: 013100000880000
 Other description: _____
 Some or all of the Property may be described in Deed Book 908 at Page 40
 Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated by reference. Any personal property should be included in **Exhibit A**.

NOTE: If the Buyer or Seller is an entity, then in order to form a binding agreement and complete a transaction the entity must be validly formed and in good standing with the Secretary of State in the State of formation of the entity.

"Purchase Price": \$ _____ paid in U.S. Dollars upon the following terms:
 \$ _____ EARNEST MONEY as ☐ cash ☐ personal check
☒ official bank check ☐ wire transfer ☐ electronic transfer (details below)
 \$ _____ PROMISSORY NOTE (details below)
 \$ _____ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

"Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

"Examination Period" will begin on the first day after the Contract Date and extend through 5:00pm (based upon time at the locale of the Property) on August 31, 2026. **TIME BEING OF THE ESSENCE.**

"Closing" shall occur on or before: October 1, 2026 (See Section 11 for details).



This form jointly approved by:
 North Carolina Bar Association
 NC REALTORS®

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 Revised 7/2025
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Buyer Initials _____ Seller Initials MDS

"Broker(s)" shall mean: Rich Company ("Listing Agency")
Alexander Rich Lic. No. 261159 ("Listing Agent")
 Acting as: ☒ Seller's Agent ☐ Dual Agent
Rich Company ("Selling Agency")
Alexander Rich Lic. No. 26159 ("Listing Agent")
 Acting as: ☐ Buyer's Agent ☒ Seller's (Sub)Agent ☐ Dual Agent

"Seller's Notice Address" shall be as follows:

1306 Prestwick Court

Chesapeake, VA 23320

e-mail address: harleybay@aol.com fax number: _____

except as same may be changed pursuant to Section 12.

"Buyer's Notice Address" shall be as follows:

132 Freedom Avenue

Powells Point, NC 27966

e-mail address: mike@coastalhomeobx.com fax number: _____

except as same may be changed pursuant to Section 12.

- ☒ If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**
- ☐ If this block is marked, additional terms of this Agreement are in the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ If this block is marked, additional terms of this Agreement are in the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Earnest Money Terms: The Earnest Money shall be deposited in escrow with Casey & Robbins PC (buyer's attorney) ("Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST-BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer ID Number is: _____)**

☐ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

Buyer Initials [Signature]

Page 2 of 9
 Seller Initials [Signature]

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Promissory Note Terms: Any promissory note must be secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (____%) per annum in the amount of \$_____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following: N/A

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following: N/A

_____. Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed.

Buyer Initials Initial Page 3 of 9 Seller Initials DS

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Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant, could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the

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Seller Initials DS

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Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such

Buyer Initials Initial Page 5 of 9 Seller Initials DS

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obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1 as to Seller, and in Section 1 as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1 as to Seller, and in Section 1 as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1 as to Seller, and in Section 1 as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): None

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

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(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1 of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

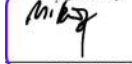
Buyer Initials Initial Page 7 of DS
Seller Initials MDS

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☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:**Individual**

Signed by:


56B3A5D3B30D465

Mike Day and/or Assigns

Date: 5/24/2026

Date: _____

SELLER:**Individual**

N/A

Date: _____

N/A

Date: _____

Business Entity

N/A

(Name of Entity)

By: _____

Name: N/ATitle: N/A

Date: _____

Business Entity**MDS Investments, LLC**

(Name of Entity)

DocuSigned by:

By: 

4E5FF72291EF486...

Name: **Maurice Slaughter**Title: **Manager**

Date: 5/23/2026

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Casey & Robbins, PC
(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

110 W Gray Eagle Street #101

Nags Head, NC 27959

e-mail address: **admin@nagsheadlaw.com**

fax number: **(252)441-4125 office**

except as same may be changed pursuant to Section 13.

Exhibit B to Agreement For Purchase and Sale of Real Property
between Mike Day and/or Assigns, Purchaser; and MDS Investments
LLC, Seller
May 23, 2026

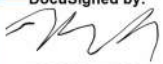
Seller and Buyer agree that in addition to Fixtures in the building and on the Property, with the following exceptions:

- *Harley Davidson branded fixtures will NOT convey with sale
- *Sellers personal fixtures and furniture will NOT convey with sale
- *Computer server will NOT convey with sale

The following items shall remain in the building and convey with the sale whether they are considered Fixtures or Personal Property unless otherwise agreed in writing by both parties:

Security & Camera Systems
Alarm Systems
Audio Systems
Lighting Systems
Computers and Point of Sale Systems
Shelving in back storage room
Counter to the right of the Front Entrance along the front wall

Signed by:  Date 5/24/2026
56B3A5D3B30D465...
Mike Day and/or Assigns, Buyer

DocuSigned by:  Date 5/23/2026
4ESFF72291EF486...
Maurice Slaughter for MDS Investment, LLC, Seller

Kitty Hawy Harley Davidson
Stormwater Permit No. SW7051106

RECEIVED

JUL 10 2006

Designer's Certification

DWQ-WARO

I, Carlos F. Gomez, P.E., P.L.S., as a duly

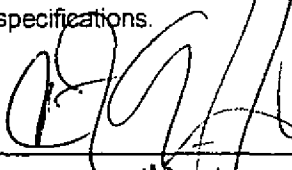
registered Professional Engineer in the State of North Carolina, having been authorized to observe
(periodically/weekly/full time)

the construction of the project, Kitty Hawk Harley

Davidson (Project)

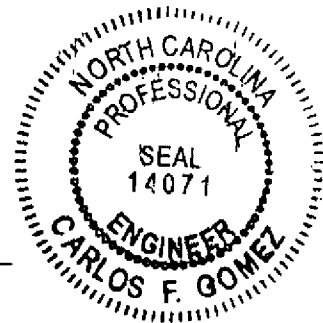
for Maurice Slaughter (Project Owner)

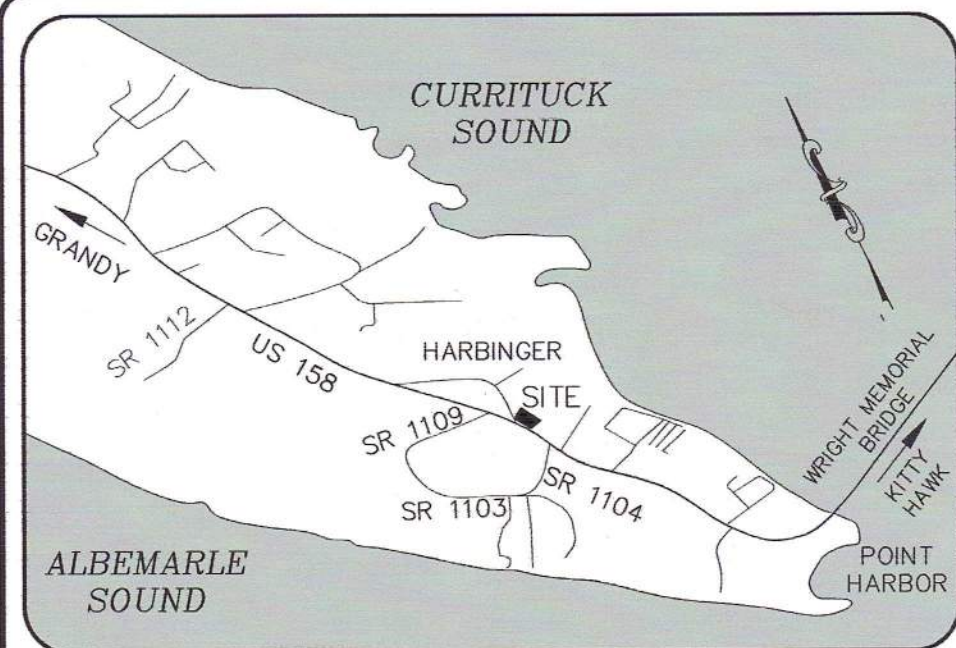
hereby state that to the best of my abilities, due care and diligence was used in the observation of the project construction such that the construction was observed to be built within substantial compliance and intent of the approved plans and specifications.

Signature 

Registration Number 14071

Date 7/6/06





COVERAGE:

BUILDING = 16,000.0 sf.
CONC. WALKWAYS = 6,496.2 sf.
CONC. CURBING = 1,025.2 sf.
CONC. PADS = 48.0 sf.
CONC. DUMPSTER PAD = 292.3 sf.
ASPHALT DRIVE & PARKING = 47,101.9 sf.
TOTAL = 70,963.2 sf. = 49.9 %

NOTES:

DEVELOPER/OWNER: MDS INVESTMENTS, LLC
2211 FREDERICK BLVD.
PORTSMOUTH, VA 23704
PROPERTY ADDRESS: 8739 CARATOKE HWY
HARBINGER, NC 27941
PROPERTY PID# 0131-000-0088-0000
AREA = 142,172.9 sq. ft. = 3.261 acres
AREA CALCULATED BY COORDINATE METHOD.
LOT SUBJECT TO EASEMENTS & COVENANTS OF RECORD.
PROPERTY SUBJECT TO A FULL AND ACCURATE TITLE SEARCH.
SETBACKS AS PER COUNTY OF CURRITUCK AND MUST BE VERIFIED.
SURVEYOR MAKES NO CERTIFICATION AS TO SETBACKS.
LOT MAY BE IN AN AREA OF ENVIRONMENTAL CONCERN.
INDIVIDUAL PERMITS MAY BE REQUIRED.
PROPERTY AS RECORDED IN D.B. 908, PG. 40 & P.C. "G", SL. 9, C.C.R.
PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" (EL. N/A).
COMMUNITY-PANEL # 3720984700J. INDEX DATED: 12/16/05
SUBJECT TO CHANGE BY F.E.M.A.

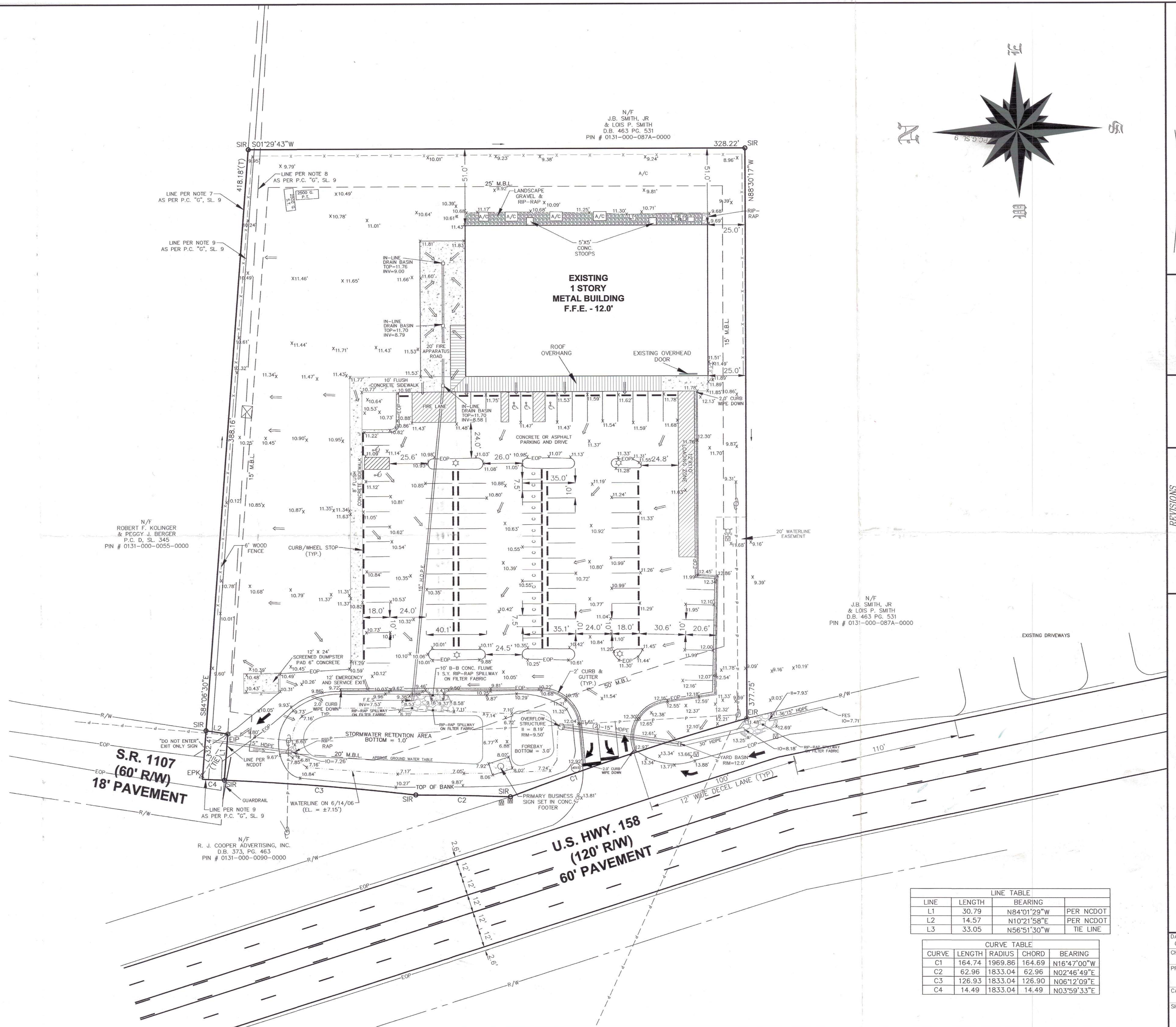
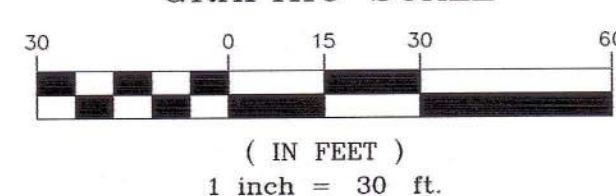
LEGEND:

● EIR - EXISTING IRON ROD
○ EIP - EXISTING IRON PIPE
△ PK - PK NAIL
○ SIR - SET IRON ROD
□ POWER POLE
■ WATER METER
■ WATER VALVE
■ TRANSFORMER
■ FIRE HYDRANT
○ LIGHT POLE
— HANDICAP SIGN
— DRAINAGE FLOW ARROW
X 11.45' - GROUND ELEVATIONS
EOP - EDGE OF PAVEMENT
C - COMPACT CAR PARKING SPACE
R/W - RIGHT OF WAY

I, CARLOS F. GOMEZ, P.L.S., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. THAT THE BOUNDARIES NOT ACTUALLY SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN EXISTING RECORDS AND THAT THIS MAP WAS NOT PREPARED TO BE RECORDED. THE RATIO OF PRECISION IS 1:10,000+ AS CALCULATED. WITNESS MY HAND AND SEAL THIS 5TH DAY OF JULY, 2006.

P.L.S.
CARLOS F. GOMEZ

GRAPHIC SCALE



LINE TABLE			
LINE	LENGTH	BEARING	
L1	30.79	N84°01'29"W	PER NCDOT
L2	14.57	N10°21'58"E	PER NCDOT
L3	33.05	N56°51'30"W	TIE LINE

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	164.74	1969.86	164.69
C2	62.96	1833.04	62.96
C3	126.93	1833.04	126.90
C4	14.49	1833.04	14.49

P.O. Box 1129
934 W. Kitty Hawk Rd.
Kitty Hawk, N.C. 27949
(252) 761-1333
(252) 761-1333

Coastal
ENGINEERING & SURVEYING, INC.

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FORM OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, WITHOUT THE WRITTEN
CONSENT OF CASTAL ENGINEERING &
SURVEYING, INC.

NO.	DATE	DESCRIPTION	BY

KITTY HAWK HARLEY DAVIDSON
MDS INVESTMENTS, LLC
CURRITUCK COUNTY
NORTH CAROLINA

POPULAR BRANCH TNSP.
AS-BUILT SITE SURVEY

DATE: 06/22/06
CHECKED: CFG
PROJECT NO: P452.04
CAD FILE: P452 AS-BLT
SHEET: 1 of 1

SCALE: 1" = 30'
DRAWN: ALC

122246

**Coastal Home Furniture, Harbinger Stormwater Retention Pond
Harbinger, NC 27941**

Stormwater Inspection Report, August 2026

Date of Inspection: August 4, 2026
Date of Report: August 14, 2026
Inspection Performed By: Colby Banks
Inspection Reviewed By: Mike Strader, PE
WithersRavenel
Conditions: Sunny, 80°F

Pursuant to NCDEQ Stormwater Permit No. SW7051106 for the Coastal Home Furniture, Harbinger site, WithersRavenel performed a stormwater inspection of the Site's Stormwater Control Measure (SCM) and contributing stormwater infrastructure.

The following sections outline permit inspection requirements and observed conditions in accordance with the permitted stormwater operation and maintenance (O&M) agreement.

Also included with the report are photographs to provide further documentation of current site conditions.

O&M Required Inspections for the Wet Detention Basin:

1. The entire SCM

- a. Woody vegetative growth, excessive wetland vegetative growth, and trash were observed within the main pond and forebay. Sedimentation and vegetative overgrowth were noted around some of the culvert pipes within the SCM.
 - i. Woody vegetative growth should be monitored and removed if it begins to compromise the vegetated shelf or side slopes surrounding the SCM.
 - ii. Trash was not causing an issue at the time of observation; however, it should be removed from the SCM to prevent future blockages.
 - iii. Accumulated sediment and vegetative overgrowth need to be removed from the mouths of culvert pipes leading to and from the main basin and forebay. See photo pages for illustration.

2. The Wet Detention Basin Perimeter

- a. The perimeter of the basin and forebay was generally mowed and maintained; however, localized erosion and vegetation concerns were observed during inspection as noted in the sections below.

3. Wet Detention Basin Inlet

- a. The four (4) drop inlets east of the main treatment area were noted to be in generally good condition during inspection. Some organic debris was observed within the bottom of the inlets but was not restricting water flow at the time of inspection.
 - i. It is recommended that organic debris within the drop inlets east of the main treatment area be monitored and removed if excess accumulation occurs.
- b. Culvert pipes draining into the main treatment area were noted to be in good condition but were experiencing some minor sedimentation and vegetative overgrowth.
 - i. Sedimentation and vegetative growth within the culvert pipes should be removed to allow proper drainage throughout the SCM.

4. Forebay

- a. The forebay berm was exposed during inspection and experiencing some erosion. Other than the area experiencing erosion, the forebay berm was noted to be properly mowed and in good condition.
 - i. It is recommended that erosion on the forebay berm be backfilled and regraded as needed to prevent future erosion of the berm. See Photo #10 for illustration.

5. Vegetated Shelf

- a. The vegetated shelf around the top of the berm and slope surrounding the detention basin was observed to be properly vegetated and maintained. Woody vegetation and debris were observed along the bottom of the vegetative perimeter shelf.
 - i. The woody vegetative growth should be monitored, removed, and backfilled if it begins to rot, compromise the integrity of the side slopes, or cause erosion.
 - ii. Trash along the vegetated shelf should be removed to prevent future blockages within the SCM.

6. Main Treatment Area

- a. The main treatment area was observed to be overgrown with marsh grasses and woody vegetation. Trash was also noted throughout the main treatment area.
 - i. The general configuration of the basin appears to comply with the approved stormwater plan.
 - ii. While areas of the main pond and contributing conveyance features have experienced some sedimentation, sediment removal from the main treatment area does not appear to be required at this time based on visual observation. Sediment and vegetation at culvert mouths and pipes should be removed as noted herein.

- iii. Excessive growth of marsh grasses within the main treatment area does not appear to be restricting SCM function at this time; however, maintenance or removal of excessive marsh grass growth is recommended if it begins to restrict water flow, inspection access, or maintenance access.

7. Pond Embankment

- a. N/A – The pond does not have a constructed embankment.

8. The Overflow Device

- a. The overflow device was observed to be in generally good condition at the time of inspection. The drop inlet was observed to be maintained and clear of debris. The culvert and riprap south of the overflow device were overgrown and experiencing sedimentation.
 - i. It is recommended that vegetative growth and sedimentation be removed from the culvert and riprap south of the overflow device to allow the proper conveyance of water and for inspection access.

9. Receiving Water and Downstream Conveyance

- a. The concrete flume on the east side of the retention pond was observed to be in generally good condition; however, bank erosion beneath the concrete flume was observed and may place the flume at structural risk in the future if not monitored or corrected.
 - i. It is recommended that the bank erosion underneath the concrete flume be monitored and regraded as needed. See Photos 7 and 8 for illustration.
- b. The four (4) drop inlets east of the main treatment area were observed to be in generally good condition; however, some debris was noted within the system.
 - ii. Debris within the drop inlet system should be monitored and removed as needed to allow proper conveyance of water through the SCM.

Additional Notes

- The SCM was observed to be generally functional at the time of inspection. It is recommended that proper maintenance of the SCM continue and that vegetative growth, sediment accumulation, debris, and localized erosion be monitored and corrected as needed to prevent restrictions to water flow, inspection access, maintenance access, or risk to SCM components.

Any questions regarding the stormwater inspection report may be directed to Nadeen Dashti by phone at 252-491-8147 or by email at ndashti@withersravenel.com.



Photo 1 – North side of the main treatment area.



Photo 2 – Riprap and 15" culvert inlet on the north side of the main treatment area with sedimentation.



Photo 3 – North end of the culvert seen in Photo 2.



Photo 4 – Woody vegetative growth along the retention pond.



Photo 5 – Culvert inlet from the east drop inlets draining into the main treatment area.



Photo 6 – Sedimentation within the culvert seen in Photo 5.



Photo 7 – View of concrete flume along the east side of the retention pond.



Photo 8 – Bank erosion beneath the concrete flume.



Photo 9 – View of forebay berm from the east.



Photo 10 – View of erosion along the forebay berm.



Photo 11 – View of the forebay from the east.



Photo 12 – Overflow device on the south side of the forebay.



Photo 13 – View within the overflow device, facing south.



Photo 14 – Drop inlet south of the overflow device.



Photo 15 – Culvert and riprap south of the overflow device covered in vegetative growth.



Photo 16 – Two of four drop inlets east of the main treatment area.



Photo 17 – Two of four easternmost drop inlets east of the main treatment area.



Photo 18 – Typical view within drop inlets.



Photo 19 – Easternmost drop inlet east of the main treatment area.



Photo 20 – Typical view within culvert pipes beneath drop inlets.

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Business Corporation

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Legal name: Exotic Imports, Inc.

Secretary of State Identification Number (SOSID): 0336514

Status: Current-Active

Citizenship: Domestic

Date formed: 12/30/1993

Fiscal month: December

Registered agent: [Michael Day](#)

Mailing address

132 Freedom Ave
Powells Point, NC 27966-9793

Principal Office address

132 Freedom Ave
Powells Point, NC 27966-9793

Registered Office address

132 Freedom Ave
Powells Point, NC 27966-9793

Registered Mailing address

132 Freedom Ave
Powells Point, NC 27966-9793

Officers

- **President**

[Michael Day](#)

132 Freedom Ave
Powells Point NC 27966

Stock:

- **Class:** COMMON

Shares: 100000

No par value: Yes

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5:00 pm



North Carolina Secretary of State's Office



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Limited Liability Company

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Legal name: MDS Investments, LLC

Secretary of State Identification Number (SOSID): 0810940

Status: Revoked

Citizenship: Foreign

State of Incorporation: VA

Date formed: 11/2/2005

Citizenship: Foreign

Registered agent: [MAURICE D. SLAUGHTER](#)

Mailing address

2211 Frederick Blvd
Portsmouth, VA 23704

Principal Office address

2211 Frederick Blvd.
Portsmouth, VA 23704

Registered Office address

8739 Caratoke Highway
Harbinger, NC 27941

Registered Mailing address

8739 Caratoke Highway
Harbinger, NC 27941

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Manager**

[Maurice Slaughter](#)

2211 Frederick Blvd
Portsmouth VA 23704

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1197



Doc ID: 001197920002 Type: CRP
Recorded: 10/28/2005 at 04:25:56 PM
Fee Amt: \$17,087.00 Page 1 of 2
Excise Tax: \$2,845.00
Currituck County, NC
Charlene Y Dowdy Register of Deeds

BK 908 PG 40-41

Recording Time, Book and Page

Land Transfer #:

Excise Tax \$ 2845.00
Land Transfer Tax \$

Tax Lot No. _____ Parcel Identifier No. 0131-000-0088-0000 _____ certified
by _____ County on the _____ day of _____, 20____
by _____

Mail after recording to Trimpi, Nash and Harman, Attorneys at Law, PO Box 768, Elizabeth City, NC 27907
This instrument was prepared by Edsall & Epp, Attorneys at Law, P.C. #05-818

Brief Description for the index

Poplar Branch Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 19 day of October, 2005, by and between

GRANTOR

GRANTEE

Alvin G. Dickerson
and wife,
Deborah D. Dickerson

166 Chicahauk Tr.
Southern Shores, NC 27949

MDS Investments, LLC
A Virginia Limited Liability Company
3403 High St.
Portsmouth, VA 23707

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Poplar Branch Township, Currituck County, North Carolina and more particularly described as follows:

That parcel of land containing 3.27 acres designated N/F Hazel Smith McLean, shown on a plat prepared by Albemarle Engineering, Inc. entitled "Recombination Plat, J. Bryan Smith, Jr. recorded in Plat Cabinet G, Slide 9 in the office of the Register of Deeds of Currituck County.

Tax Collector Certification That No Delinquent Taxes
Are Due. Date 10/28/05 By AKS: Certification
expires Jan. 6th of the year following certification date.

TRANSFER TAX AMOUNT 14225.00 AKS
DATE/COLLECTOR 10-28-2005 AKS

The property herein above described was acquired by Grantor by instrument recorded in Book 750 , Page 42, Currituck County Public Registry.

A map showing the above described property is recorded in **Plat Book G , Page 9** .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions and rights of way of record and utility lines and rights of way in existence over, under or upon the above-described property.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

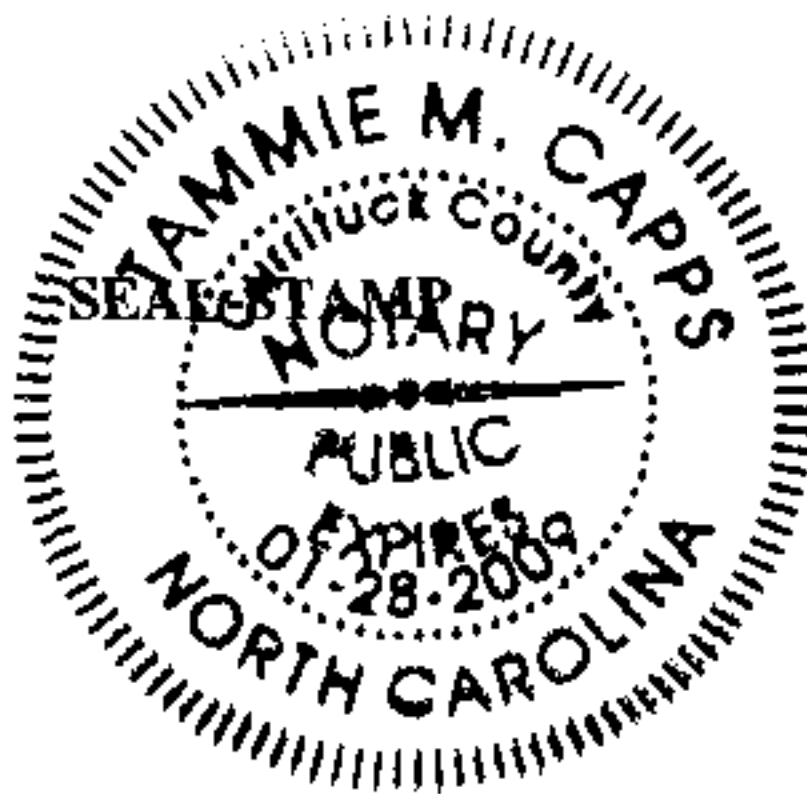
Alvin G. Dickerson (SEAL)
Alvin G. Dickerson

By: _____

Deborah D. Dickerson (SEAL)
Deborah D. Dickerson

ATTEST: _____

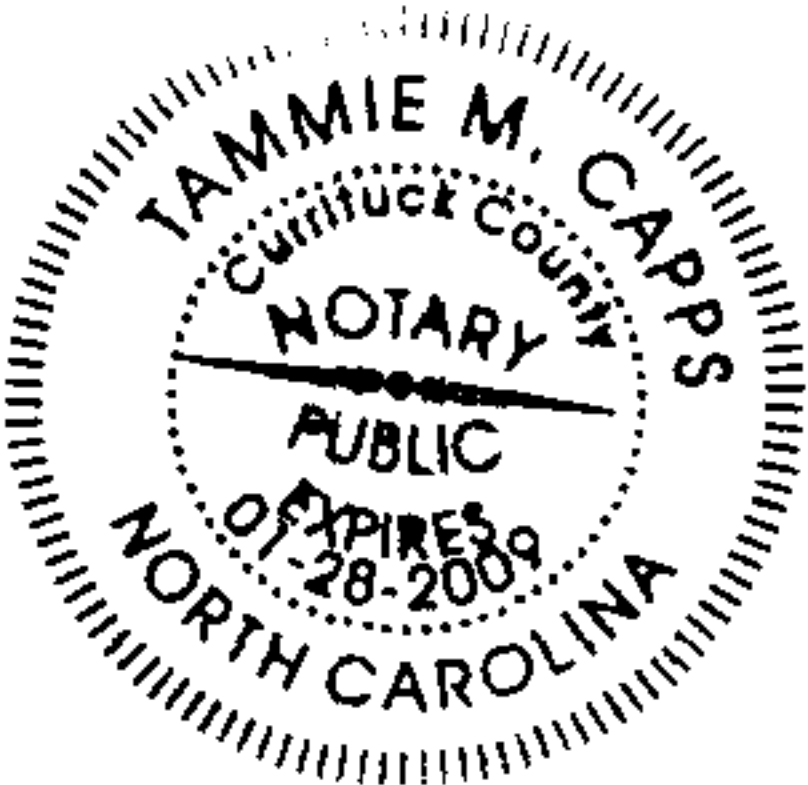
Her Attorney in Fact (SEAL)



State of North Carolina, Currituck County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Alvin G. Dickerson, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19 day of October, 2005.
My commission expires: 1-28-2009 Tammie M Capps Notary Public

SEAL-STAMP

State of North Carolina
County of Currituck



I, a Notary Public of the aforesaid county and state, do hereby certify that Alvin G. Dickerson, Attorney-in-Fact for Deborah D. Dickerson, personally appeared before me this day, and being duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Deborah D. Dickerson, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Currituck County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Alvin G. Dickerson acknowledged the due execution of the foregoing and annexed instrument for the purposes herein expressed for and in behalf of the said Deborah D. Dickerson.
Witness my hand and notarial seal this the 19 day of October, 2005.

My Commission Expires: 1-28-2009

Tammie M Capps
Notary Public

The foregoing Certificate(s) of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
By _____ REGISTER OF DEEDS FOR _____ COUNTY
Deputy/Assistant-Register of Deeds.

JOSH STEIN

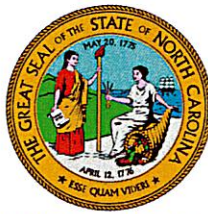
Governor

D. REID WILSON

Secretary

WILLIAM E. TOBY VINSON, JR

Director



NORTH CAROLINA
Environmental Quality
October 7, 2026

Exotic Imports, Inc.
Attention: Michael Day, President
132 Freedom Ave.
Powells Point, NC 27966

**Subject: Stormwater Permit No. SW7051106 Renewal/Transfer
Coastal Home Furniture, Harbinger
High Density Project
Currituck County**

Dear Mr. Day:

The Washington Regional Office received complete Stormwater Management Permit Renewal and Transfer of Ownership Applications for the subject project on September 8, 2026. Staff review of the application has determined that the permit can be reissued. We are forwarding Permit No. SW7051106 dated October 7, 2026, for the construction and continued operation of the subject project. The renewal and transfer of this permit do not indicate that the facility is in compliance with the permit conditions.

This permit shall be effective from the date of issuance until October 6, 2034, and shall be subject to the conditions and limitations specified therein. Please pay special attention to the Operation and Maintenance requirements in this permit. Failure to establish an adequate system for operation and maintenance of the stormwater management system will result in future compliance problems.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing upon written request within thirty (30) days following receipt of this permit. This request must be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714. Unless such demands are made this permit shall be final and binding.

If you have any questions, or need additional information concerning this matter, please contact me at (252) 948-3923.

Ec MDS Investments – harleybay@aol.com

WithersRavenel – ndashti@withersravenel.com

mike@coastalhomeobx.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Roger K. Thorpe".

Roger K. Thorpe
Environmental Engineer



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL, AND LAND RESOURCES**

STATE STORMWATER MANAGEMENT PERMIT

HIGH DENSITY DEVELOPMENT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

Exotic Imports, Inc.

for

Coastal Home Furniture, Harbinger

8739 Caratoke Highway, Harbinger, NC, Currituck County

FOR THE

construction, operation and maintenance of one wet infiltration basin in compliance with the provisions of 15A NCAC 2H .1000 (hereafter referred to as the "*stormwater rules*") and the approved stormwater management plans and specifications and other supporting data as attached and on file with and approved by the Division of Energy, Mineral, and Land Resources (Division) and considered a part of this permit.

This permit shall be effective from the date of issuance until October 6, 2034, and shall be subject to the following specified conditions and limitations:

I. DESIGN STANDARDS

1. This permit is effective only with respect to the nature and volume of stormwater described in the application and other supporting data.
2. This stormwater system has been approved for the management of stormwater runoff as described below on the Project Data Sheet.
3. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of the permit.



PROJECT DATA SHEET

Project Name: Coastal Home Furniture, Harbinger

Permit Number: SW7051106

Location: Currituck County

Receiving Stream: UT to Currituck Sound

Classification of Water Body: SC

Total Site Area: 3.26 ac

Total Impervious Area: 81,837 sf

Infiltration Basin Storage Depth: 2.9 ft

Required Storage Volume: 6,479 cf

Provided Storage Volume: 16,426 cf

Overflow Elevation: 7.9 ft



4. No homeowner/lot owner/developer shall be allowed to fill in, alter, or pipe any vegetative practices (such as swales) shown on the approved plans as part of the stormwater management system without submitting a revision to the permit and receiving approval from the Division.
5. The following items will require a modification to the permit:
 - a. Any revision to the approved plans, regardless of size
 - b. Project name change
 - c. Transfer of ownership
 - d. Redesign or addition to the approved amount of built-upon area
 - e. Further subdivision of the project area.

In addition, the Director may determine that other revisions to the project should require a modification to the permit.

6. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.

II. SCHEDULE OF COMPLIANCE

1. The permittee will comply with the following schedule for construction and maintenance of the stormwater management system.
 - a. The stormwater management system shall be constructed in its entirety, vegetated and operational for its intended use prior to the construction of any built-upon surfaces except roads.
 - b. During construction, erosion shall be kept to a minimum and any eroded areas of the system will be repaired immediately.
2. The stormwater treatment facilities must be properly maintained and operated at all times. The approved Operation and Maintenance Plan must be followed in its entirety and maintenance must occur at the scheduled intervals.
3. The permittee shall at all times provide the operation and maintenance necessary to assure the permitted stormwater treatment system functions at optimum efficiency including, but not limited to:



- a. Semiannual scheduled inspections (every 6 months)
 - b. Sediment removal
 - c. Mowing and revegetation of side slopes
 - d. Immediate repair of eroded areas
 - e. Maintenance of side slopes in accordance with approved plans and specifications
 - f. Debris removal and unclogging of outlet structure, orifice device and catch basins and piping.
4. Records of maintenance activities must be kept and made available upon request to authorized personnel of the Division. The records will indicate the date, activity, name of person performing the work and what actions were taken.
5. This permit shall become voidable unless the facilities are constructed in accordance with the conditions of this permit, the approved plans and specifications, and other supporting data.
6. Upon completion of construction and prior to operation of this permitted facility, a certification must be received from an appropriate designer for the system installed certifying that the permitted facility has been installed in accordance with this permit, the approved plans and specifications, and other supporting documentation. Mail the Certification to the Washington Regional Office, 943 Washington Square Mall, Washington, North Carolina, 27889.
7. A copy of the approved plans and specifications shall be maintained on file by the Permittee for the life of the project.

III. GENERAL CONDITIONS

1. This permit is not transferable. In the event there is a desire for the facilities to change ownership, or there is a name change of the Permittee, a formal permit request must be submitted to the Division accompanied by an application fee, documentation from the parties involved, and other supporting materials as may be appropriate. The approval of this request will be considered on its merits and may or may not be approved.
2. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to enforcement action by the Division, in accordance with North Carolina General Statute 143-215.6(a) to 143-215.6(c).
3. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.



4. In the event that the facilities fail to perform satisfactorily, including the creation of nuisance conditions, the Permittee shall take immediate corrective action, including those as may be required by this Division, such as the construction of additional or replacement stormwater management systems.
5. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for permit modification, revocation and reissuance or termination does not stay any permit condition.
6. An application for permit renewal must be submitted at least 180 days prior the expiration of this permit along with the appropriate processing fee.
7. ANNUAL CERTIFICATION. The permittee shall electronically submit to the Division an annual certification completed by either the permittee or their designee confirming the project's conformance with permit conditions.
8. This permit shall be effective from the **date of issuance until October 6, 2034**. Application for permit renewal shall be submitted 180 days prior to the expiration date of this permit and must be accompanied by the processing fee.

Permit issued this the 7th day of October 2026.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



For

William E. Toby Vinson, Jr., Director
Division of Energy, Mineral and Land Resources
By Authority of the Environmental Management Commission

Permit Number SW7051106



North Carolina Department of Environmental Quality | Division of Energy, Mineral and Land Resources
Washington Regional Office | 943 Washington Square Mall | Washington, North Carolina 27889
252.946.6481