

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
Driveway Permit No.	Date of Application 9-22-25	
County: Currituck		
Development Name: Moyock Business Commons		

LOCATION OF PROPERTY:	
Route/Road: SR 1454	
Exact Distance 0.03	☒ Miles ☐ Feet
From the Intersection of Route No. SR 1454	and Route No. SR 1456 Toward SR 1454
Property Will Be Used For:	☐ Residential /Subdivision ☒ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☐ Other
Property:	☒ is ☐ is not within Currituck City Zoning Area.

AGREEMENT
• I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location. • I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation. • I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT. • I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans. • I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary. • I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction. • I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways". • I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied. • I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel. • I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer. • I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction. • I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction. • I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system. • The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point. • I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees. • I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)
 COMPANY MHTB, LLC BY SAM MILER
 SIGNATURE [Signature]
 ADDRESS 155 SUREVEY RD SUITE A
MOYOCK, NC 27558 Phone No. 757-513-7671

WITNESS
 NAME MARY KAY MILER
 SIGNATURE [Signature]
 ADDRESS 146 STOUTVILLE RD
LEECHBURG, PA 15666

AUTHORIZED AGENT
 COMPANY Bissell Professional Group
 SIGNATURE [Signature]
 ADDRESS PO Box 10608 Kitty Hawk
 Phone No. 252-266-3566

WITNESS
 NAME Marlene Respess
 SIGNATURE [Signature]
 ADDRESS PO Box 10608 Kitty Hawk NC

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE _____

DATE _____

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE _____

TITLE _____

DATE _____

APPLICATION APPROVED BY NCDOT

SIGNATURE _____

TITLE _____

DATE _____

INSPECTION BY NCDOT

SIGNATURE _____

TITLE _____

DATE _____

COMMENTS:

ROUTE SR 1454 PROJECT Moyock Business Commons COUNTY OF Currituck STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY
ENCROACHMENT AGREEMENT ON
PRIMARY AND SECONDARY SYSTEM

-AND-
GLM Investments NC, LLC

Moyock, NC 27958

-AND-

Currituck County, NC

Currituck, NC 27929

THIS AGREEMENT, made and entered into this the 22 day of Sept., 2025, by and between the Department of Transportation, party of the first part; and GLM Investments NC, LLC

party of the second part; and Currituck County, NC
party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR1454, located 0.03 miles north of intersection of SR 1454 and SR 1456

with the construction and/or erection of: waterline

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadway and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assigns and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

WITNESS:

Mary Kay Hill
MARY KAY HILL

WITNESS:

DEPARTMENT OF TRANSPORTATION

BY: _____

DIVISION ENGINEER

Sam Miller
SAM MILLER, MAJOR

Second Party

Robert L. G.
Robert L. G.

Third Party



Currituck County Mainland Water Capacity Availability Form

County Contact Information

Will Rumsey, Utilities Manager
444 Maple Road
Maple, NC 27956

Phone: 252.232.2769
Fax: 252.453.3721

Website: <https://co.currituck.nc.us/departments/water/>

Request

This request is for:

- ☐ Single Family Residence
- ☒ Residential Development
- ☒ Non-residential

Owner Information

Name(s): Miller Homes and Building, LLC

Mailing Address: 155 SURVEY RD, MOYOCK, NC 27958
411 Currituck Commercial Drive, Suite B

E-Mail Address: smiller@millerhomesandbuilding.com

Phone Number: 252-435-6402

Applicant Information (if different from Owner)

Name(s): Same

Mailing Address:

E-Mail Address:

Phone Number:

Parcel Information

PIN(s): 015B-000-0010-0000

Street Address: Currituck Commercial Drive

Project Information

Name of Project: Lot 110, Currituck Commercial Drive

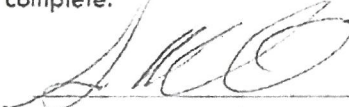
Number of Units: xx 16

Projected Daily Project Demand (gpd): 3,950

Anticipated Water Access Date: Spring 2026

Applicant's Signature

I declare, that to the best of my knowledge, the information provided herein is true, correct, and complete.



Property Owner/Applicant Signature

9/2/25

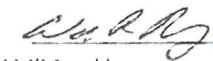
Date

Note: Water connection and/or developmental fees are due at building permit application. See the Currituck County Master Fee Schedule for rates.
<http://www.currituck.nc.us/master-fee-schedule>

For Office Use Only

☒ Water capacity is available for this project.

☐ Water capacity is not available for this project.



Utilities Manager

9-3-25

Date



County Manager

9/4/2025

Date

This capacity availability is valid for one year from approval date.



Major Stormwater Plan Form SW-002

OFFICIAL USE ONLY:

Permit Number: _____
Date Filed: _____
Date Approved: _____

Contact Information**APPLICANT:**

Name: Miller Homes and Building, LLC
Address: ~~155 Survey Rd Ste A~~
~~111 Currituck Comm. Dr., Ste. B~~
Moyock, NC 27958
Telephone: 252-435-6402
E-Mail Address: smiller@millerhomesandbuilding.com

PROPERTY OWNER:

Name: Same
Address: _____
Telephone: _____
E-Mail Address: _____

Property Information

Physical Street Address: 110 Commercial Drive
Parcel Identification Number(s): 015B-000-0010-0000
FEMA Flood Zone Designation: X

Request

Project Description: 8 Single tenant comm. units and 8 single tenant upper story residential units
Total land disturbance activity: 42,197 sf Calculated volume of BMPs: N/A sf
Maximum lot coverage: 39,938 sf Proposed lot coverage: 29,932 sf

TYPE OF REQUEST

- ☐ Major subdivision (10-year, 24-hour rate)
☒ Major site plan (5-year, 24-hour rate)

METHOD USED TO CALCULATE PEAK DISCHARGE

- ☒ Rational Method
☐ NRCS Method (TR-55 and TR-20)
☐ Simple volume calculation for small sites (less than 10 acres)
☐ Alternative stormwater runoff storage analysis
☐ Downstream drainage capacity analysis

I hereby authorize county officials to enter my property for the purpose of determining compliance. All information submitted and required as part of this process shall become public record.

MILLER HOMES AND BUILDING, LLC BY SAM MILLER
Applicant

[Signature]
Property Owner(s)

Date

9/2/25
Date

*NOTE: Form must be signed by the owner(s) of record, contract purchaser(s), or other person(s) having a recognized property interest. If there are multiple property owners/applicants a signature is required for each.

Certificate

22 The major stormwater plan shall contain the following certificate:

I, MMB, SAM MICKEL MGR, owner/agent hereby certify the information included on this and attached pages is true and correct to the best of my knowledge.

On the plan entitled _____, stormwater drainage improvements shall be installed according to these plans and specifications and approved by Currituck County. Yearly inspections are required as part of the stormwater plan. The owner is responsible for all maintenance required. Currituck County assumes no responsibility for the design, maintenance, or performance of the stormwater improvements.

Date: 9/2/25 Owner/Agent: J. M. MGR

Major Stormwater Plan Submittal Checklist

Staff will use the following checklist to determine the completeness of your application. Please make sure all the listed items are included. Staff shall not process an application for further review until it is determined to be complete.

Major Stormwater Plan Form SW-002 Submittal Checklist

Date Received: _____

Project Name: Lot 110 Currituck Commercial Drive

Applicant/Property Owner: Miller Homes and Building, LLC

Major Stormwater Plan Form SW-002 Submittal Checklist – Documents provided on USB flash drive or CD		
1	Completed Major Stormwater Plan Form SW-002	☒
2	Completed Rational Method Form SW-003 or NRCS Method Form SW-004	☐
3	Stormwater plan	☒
4	NCDENR permit applications, if applicable	☐

Comments
