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August 23, 2023

Ms. Donna Voliva, Asst. Planning Director Currituck County

Subject: Response to TRC Comments

Dollar Tree - Grandy

Timmons Group Job #59040

Dear Ms. Voliva:

Please accept the following for resubmittal to TRC. We have enclosed 2 full sized copies of the revised plans, one 8.5 X 11 reduced copy of the plans, a revised site plan application, a revised drainage narrative, a truck turning template exhibit, and a copy of the contract for purchase. A disc is also enclosed containing the plans and documents in pdf format.

My responses to your comments are below.

Planning (Donna Voliva, 252-232-6032)

Reviewed

- The owner of the property must sign the application or provide necessary documentation to indicate the applicant has a recognized property interest.
 A copy of the contract for purchase is enclosed.
- 2. Correct the address on the site plan (6440 Caratoke Highway) and the PIN on the application (0094000122E0000).
 - Address and PIN have been corrected.
- 3. Grading and fill are proposed within 10' of property lines. Section 7.3.5 of the UDO does not allow for fill and land disturbing activities within 10 feet of any lot line. Drainage and stormwater improvements may be approved by the county engineer, but it does not appear the proposed development is consistent with this allowance.
 - The fill has been reduced based on conversations with McAdams staff. Minor fill still exists in the 10' setback to properly construct the sidewalks along the highway and there is a small amount adjacent to the parking along the western property line.
- 4. The maximum driveway width measured at the property line shall not exceed 36' and both driveways exceed the maximum width.
 - The driveway radii have been modified to reduce the width at the r/w line.
- 5. Provide variable width drainage easement recording information for the drainage improvement along the northwestern property line.

 The existing easement is now shown and referenced.
- 6. Provide detail that illustrates the 20' x 40' loading space can be accessed and not impact the drive aisle/driveway.
 - See attached exhibit showing truck path through the parking lot. It illustrates that when the truck is parked for unloading there is still more than 16' of space for another vehicle to pass.
- 7. Vehicular use area landscaping, landscaping located within a required perimeter buffer, or required screening cannot be used for site landscaping.

 Understood. Landscaping has been modified accordingly. Please note that a 60' radius is shown for all trees that are designated as required parking lot trees.
- 8. Provide details for sign and base landscaping. Otherwise, a separate review will be necessary for the sign.
 - It is understood that this will be handled at a later date.

- 9. Streetscape is not provided on the northwest area of the driveway (area of sign and drainage easement).
 - We have relocated one tree to help meet this requirement.
- 10. The owner shall sign the stormwater statement on sheet C4.0.

 We do not yet have this in hand but will obtain owners signature and forward as soon as possible.
- 11. Some canopy trees are proposed under the overhead powerline. Provide details from Dominion Energy to permit/authorize the landscaping in this area. If the powerlines are in an easement, provide the easement information.
 - We have rotated the portion of the buffer yard that was beneath the power lines so that it runs parallel to and not directly under the lines.
- 12. Neuse Street is considered a quiet street in the Connecting Currituck Pedestrian Plan. Please indicate a pedestrian improvement that is consistent with the pedestrian plan.

 Per our discussion, we are awaiting feedback from planning.
- 13. Portions of the vehicular landscape strip not occupied by shrubs shall include appropriate ground cover and be a minimum width of five feet (general note).
 We have added a note to the shrub detail indicating that shrubs planted in rows shall receive mulch continuously through the bed.
- 14. The plans indicate some potential off-site activities. Provide easement information or authorization for proposed off-site development.
 All off-site development has been limited to within existing drainage easements or in public rights-of-way.
- 15. The UDO requires that all driveways be constructed so that vehicles can enter and exit from the lot without posing any substantial danger to themselves, pedestrians, or vehicles travelling on abutting streets. A left out onto Caratoke Highway must be further evaluated to conclude the access will not pose any substantial danger to travelers. Considering a signalized intersection is available, it is staff's recommendation that the access be limited to right in and right out on Caratoke Highway.
 - We have reached out to NCDOT and have not received any response. We are assuming we have full access based on the current center turn lane configuration.
- 16. Provide the information/calculations for the minimum building pad/finished floor elevation to show how the elevation was established and consistency with the UDO.

 We have reduced the proposed FFE by ½ foot. The FFE of the proposed building is similar to that of the adjacent Sonic building. The outer edge of the Sonic parking lot is noted on our plans to be above elevation 12. Part of our concern is not having low points of the project to be below existing grades, so we work from low points up to the building FEE.
- 17. The building elevation review is based on no roof mounted equipment.

 There will be no roof mounted equipment.
- 18. It appears the building design feature of a series of four or more pilasters having a minimum depth of eight inches and a minimum width of eight inches, and a minimum height of 80 percent of the facade's height. Please indicate the other two other features being used on the façade visible from a street. We understand that building review and discussion is ongoing.
- 19. The building shall be configured so that building facades visible from streets include a window or functional general access doorway at least every 20 feet along the façade. False windows are proposed on two sides. The rear elevation includes a door, but it does not appear to be a general access doorway. Generally, false windows are allowed by the director when the building features provide additional design elements to address the purpose and intent of the nonresidential design standards. More specifically, elements that establish a higher quality development, foster greater compatibility between development, encourage a strong sense of place, and enhance the appearance of the development along the major arterials are considered when determining when false windows can be used. We understand that building review and discussion is ongoing.
- 20. The proposed dumpster is shown between the building and Neuse Street. Typically, dumpster facilities cannot be located between the principal structure and any adjacent street. Due to the configuration of the lot and the placement of the dumpster, would the applicant utilize materials similar to the exterior façade for the screening materials in order to blend in with the building? A dumpster enclosure detail using split face block has been added.

- 21. Prior to site plan approval all applications must be signed and copies of all approved permits and agreements must be provided.
 - Understood. These revised plans are being submitted for NCDEQ and NCDOT permits.
- 22. Building wall pack lights shall not exceed 1,600 lumens. Understood. Lighting plans will be updated.
- 23. All light fixtures shall be mounted to be full cut-off. Understood.

Currituck County Building and Fire Inspections (Bill Newns, 252-232-6023)

Reviewed

- 1. Soil and compaction testing for footings.
- 2. Needed Fire Flow for construction is determined by the ISO method.
- 3. No new construction can occur that creates a Needed Fire Flow greater than the available fire flow on site.
- 4. Knox Box provided on buildings (Coordinate location with the local VFD for building and order the box at Knox website to order search for Currituck Co Fire-EMS at http://www.knoxbox.com for Knox Box location and setup of box call Chris Bailey 252-435-8120.
- 5. Connectivity of all required exits to a public way (hard surface asphalt/concrete) 48" accessible route to public way.
- 6. Curb cuts at vehicular traffic areas and pedestrian crossings must be ADA compliant and have detectable warning devices installed.

Comments are understood and have been passed on to the contractor.

Currituck Soil and Water Conservation (Dylan Lloyd, 252-232-3360)

Approved with corrections

- 1. All fill shall comply with setback requirement of 10' from toe of slope to lot lines. Fill within 10' of the property line has been reduced.
- Invert for 18" RCP under drive entrance to Neuse Street shows an 8.3' inv out on the receiving end but a 9.1' inv on the outlet end. Is this ditch to be regraded?
 I believe Dylan is seeing an existing spot grade of 9.06 in the ditch. The outlet of the pipe is proposed at 8.3' as labeled.
- 3. Show downstream drainage path downstream to Dowdy Bay Outlet.

Currituck County GIS (Harry Lee 252-232-4039)

Reviewed

- 1. The address on the site plan application is incorrect. The physical address is 6440 Caratoke Hwy.
- 2. The Parcel ID Number on the site plan application is incorrect. The correct Parcel ID Number is 0094000122E0000.

These items have been corrected.

US Army Corps of Engineers (Anthony Scarbraugh, 910-251-4619)

Reviewed

 Any impacts to jurisdictional waters or wetlands of the US requires prior approval from the US Army Corps of Engineers.
 No impact is proposed.

STORMWATER DEVELOPMENT REVIEW COMMENTS

GENERAL

 Please provide a complete copy of the required documentation to supplement Major Stormwater Plan Form SW-002 including design forms, design checklists, and inspection checklists.
 See additional calculation information in the drainage study report.

STORMWATER PLAN

- The Stormwater Plan indicates the Rational Method was used, but the checklist indicates the simple volume calculation was used. Please either provide Form SW-003 or update the Stormwater Plan and calculations.
 - See additional calculation information in the drainage study report.
- a. To demonstrate compliance recommend using the rational method for flows, the simple volume calculation from the Stormwater Manual for required volume, and demonstrate surface area and volume are sufficient using the sizing methodology in the NCDEQ infiltration system minimum design criteria
 - Please note that I have further researched the Modified Rational Method and its recommended use for initial sizing of stormwater basins. The report contains additional information to illustrate the development of rational C and the Time of Concentration. Additionally, we have used the state runoff volume calculations that are used for sizing infiltration basins to provide an additional estimate of the increase in runoff volume from the pre-development 2-year storm and the post-development 5-year storm.
- b. It is recommended that the engineer meet with the stormwater reviewers to better understand the presented methodology.
 - Revised calculations and grading are based on our meeting.

CONSTRUCTION DRAWINGS

- 1. Sheet C2.0 Please note septic drain fields should be set back 25' from downslope stormwater drainage.
 - Septic systems are not required to maintain 25' separation from shallow drainage such as what is existing adjacent to the site. The bottom of the nitrification lines will be a minimum of 18 inches in depth in an area with an average elevation of 10.5' resulting in an approximate bottom elevation of 9.0'. The swale invert adjacent to the septic system is 9.53'.
- 2. Sheet C3.0 and C3.2 From Sheet C3.2 it appears that the infiltration basin will be used as a temporary sediment basin, but it appears slow will be diverted to a swale on Sheet C3.0. Please clarify and if necessary, provide information on how the temporary sediment basins will be converted to the permanent SCM to maintain required infiltration rates without clogging during construction.
 - As we discussed, the infiltration basin will not be used as a skimmer basin. The infiltration basin area is to remain undisturbed until the site is substantially stabilized.
- 3. Sheet C4.0 Per 7.3.4.C.(2) of the Currituck County UDO filling is not permitted within ten feet from any lot line. Please demonstrate conformance with this requirement. As discussed, we cannot eliminate the fill associated with the sidewalk due to keeping the sidewalk above back of curb grade along the highway. We have reduced the fill required along the western property line by lowering the outer edge of parking and installing curb and gutter. We also reduced that row of parking spaces from 20' in length to 18' to allow for additional separation from the property line.

- 4. Sheet C4.0 Per 7.3.4.C.(3) of the Currituck County UDO unless all filling is at least 100 feet from all lot lines, a lot shall not be filled or graded higher than the average adjacent grade of the first 30 feet of adjoining property. Please provide calculations for determining the allowable fill elevation and that the proposed grading is in conformance with this requirement. As we discussed, the project site is naturally higher than the adjacent site to the west. We have lowered the building by ½ foot and are maintaining grades that are similar to those on the site to the east. Development of the lot to the west will require fill. We have directed runoff from all of the proposed impervious surfaces away from the lower lot.
- 5. Sheet C4.0 Per 7.3.4.A.(6) of the Currituck County UDO please provide notes for cleaning of existing drainage ditches if they will be used for proposed drainage or stormwater management. No cleanout of existing drainage ditches is proposed.
- 6. Sheet C4.0 Is the existing 30" RCP on the northwest side of the pipe going to be replaced in its entirety along with replacement of the drop inlet along Carotoke Highway? As it is under the driveway and the junction will be replaced, we recommend replacing the whole run rather than joining to prevent failure at the joint. Please also verify that this pipe will have enough cover under the driveway to support the proposed loads.

As we discussed, we are not replacing the existing curb inlet structure, we are only removing the frame and grate and replacing it with a drop inlet frame and grate to allow for the same drainage collection in the driveway apron. The 30" RCP has an approximate top elevation of 9.75' and the proposed finished grade above the pipe is approximately 11.75'. This is sufficient cover for RCP.

- Sheet C4.0 What is the elevation of the inlet to the infiltration basin? Please provide energy dissipation calculations and appropriate end treatments.
 The inlet into the basin is elevation 8.01'. The depressed area at the inlet will be riprap reinforced.
- Sheet C4.0 Please provide information on the outlet structure (inverts, pipe size, etc.) from the infiltration basin and appropriate end treatments.
 This information has been added to the plans.
- 9. Sheet C5.0 Please provide a planting plan for the infiltration basin.

No planting is proposed. Per NCDEQ, the infiltration basin bottom shall remain clean soil/sand or grass. Sod is not permitted.

Please let me know if you need any additional information or have any questions.

Sincerely,

Kimberly D. Wandby Kimberly D. Hamby Sr. Project Manager Timmons Group

Cc: File

DOLLAR TREE – GRANDY POPLAR BRANCH TOWNSHIP, CURRITUCK COUNTY, NORTH CAROLINA

DRAINAGE NARRATIVE

AUGUST 23, 2023

PREPARED BY:



1805 West City Drive, Unit E Elizabeth City, NC 27909 252,621.5030 License No. C-1652 www.timmons.com



Dollar Tree – Grandy Drainage Narrative

Cedar Run Capital, LLC is proposing to develop a vacant 1.85-acre site they are purchasing in Grandy, North Carolina. The site is located in a commercial subdivision and is bound by NC 168 (Caratoke Highway) to the north, a vacant lot to the west, an existing Sonic drive-in restaurant to the east, and Neuse Street to the south. The site is zoned GB (General Business) and will be served by public water and on-site septic.

Development for this project will include construction of a driveway that will run through the site from NC 168 to Neuse Street, a building with related parking and sidewalks, concrete pads for HVAC equipment and dumpster, subsurface drainage network, stormwater infiltration basin, and a septic field. The basin will serve as means of treatment and detention for the runoff generated by the site. Proposed coverage, on-site, will include 10,062 sf of building, 2,864 sf of concrete (including sidewalks and pads), and 26,265 sf of asphalt parking/drive. Off-site coverage will include 1,116 sf of driveway apron and sidewalk to be constructed within the adjacent street rights-of-way.

All runoff from on-site impervious coverage will be collected in the underground drainage system and routed to the infiltration basin. The infiltration basin has been designed with a bottom elevation of 9.75' based on a Seasonal High Water Table estimated at approximately elevation 7.75' by Protocol Sampling. The storm drainage will enter the basin in an area that will be lower than the basin bottom to receive the pipe. This area will be lined with rip rap. Side slopes for the basin will be 5:1. The top elevation will be 12' and the storage elevation has been set at 10.75' to provide the required storage. A drainage basin will provide for outflow of water in excess of the storage volume. This outflow will discharge into the roadside ditch along Neuse Street. The volume of the 12 inches of storage is 9,113 cf. The required volume per NCDEQ for treatment is only 4,915 cf. The basin has been oversized to meet the requirements of the Currituck County Stormwater Ordinance which requires commercial sites to control discharge of the post-development 5-yr, 24-hour storm to rates less than a 2-yr, 24-hour storm pre-development and as if wooded.

We utilized the rational method to determine peak runoff rates for both conditions. The results show a 1.538 cfs peak discharge for the 2-yr, pre-development condition and a 5.977 cfs peak discharge for the 5-yr, post-development condition. The modified rational method indicates that a storage volume of 6,206 cf is required to meet the reduction in peak discharge, reducing the post development discharge to only 1.442 cfs. While we have greatly increased the storage above what is required, the limited depth of 12 inches is estimated to infiltrate in only 24 hours at the minimum rate of 0.5 inches/hour estimated by Protocol Sampling.

In an effort to provide an alternative method to estimate required storage, we have utilized the NCDEQ method to approximate runoff volume. The results of these calculations show a runoff volume of 1298 cf for the 2-yr storm with no impervious coverage and 12614 cf for the 5-yr storm with the proposed coverage. The resulting increased volume in 11,316 cf. It should be noted that this calculation does not account for hydrologic soil classifications or type of coverage. Neither of the calculation methods account for the infiltration occurring in the basin.

The disturbed area for the entire project will not exceed 2.15 acres. Standard erosion control measures such as temporary gravel construction entrances, silt fence, check dams, culvert inlet protection and required seeding are shown on the plans and in details. The plans indicate that the sediment basin area shall be protected during construction and is not to be excavated until the site is substantially stabilized.

Appendix A

Stormwater & Erosion Control Calculations

- Infiltration Basin Summary (for DEQ stormwater treatment)
- Runoff Volume Estimates (based on DEQ runoff volume calculation)
- Hydraflow Data & Results Includes 2, 5, and 10-year storms for Predevelopment and Post-development conditions with Modified Rational Method showing Post-development control based on the 2-year Pre-development Peak Discharge)



Pond Summary Sheets

Proposed Infiltration Basin

Project Name: DT Grandy
TG Project No. 59040
Date: 7/25/2023
Calculated By: KDH



Drainage Area Properties

| Data | Input | Notes and Descriptions | | | |
|---------------------------------|-----------|--|--|--|--|
| Drainage Area, A _{TOT} | 80,913 SF | Total area draining to basin | | | |
| (as acreage) | 1.86 AC | | | | |
| Impervious Area | 39,191 SF | Total impervious area received by basin | | | |
| (as acreage) | 0.90 AC | | | | |
| Percent Impervious | 48.44 % | | | | |
| Runoff Coefficient | 0.49 | $R_V = 0.05 + 0.9 * I_A$ $I_A = Impervious Fraction$ | | | |
| K (in/hr) | 0.50 | Hydraulic Conductivity of Soil | | | |
| R _D (in) | 1.50 | Design Storm Depth | | | |

| Impervious Area Breakdown | | | | | |
|---------------------------|----------------------|--|--|--|--|
| Coverage | Impervious Area (sf) | | | | |
| Buildings | 10,062 | | | | |
| Road | | | | | |
| Parking | 26,265 | | | | |
| Sidewalks | 2,354 | | | | |
| Gravel | | | | | |
| Other | 510 | | | | |
| Total Site Coverage | 39,191 | | | | |

| Required Surface Area (SA) | | |
|--|---------|---|
| Minimum Surface Area (sf) | 3276.46 | SA = FS * (DV*12/K*T) |
| FS (Safety Factor) | 2 | |
| Maximum Dewatering Time, T (hours) | 72 | |
| DV (Design volume - in ft ³) | 4915 | DV = 3630 * R _D * R _V * A |
| Design Depth (ft) | 1 | |
| Surface Area Required (sf) | 4915 | Based on Design Volume and Depth |

Pond Volume Calculations

| Description | Elevation | Area | Cumulative Volume |
|-------------|-----------|--------|-------------------|
| | | SF | CF |
| Pond Bottom | 9.75 | 8,151 | |
| Pond Top | 10.75 | 10,074 | 9,113 |

Stormwater Volume Estimate



Project Name: DT Grandy
TG Project No. 59040
Date: 8/23/2023
Calculated By: KDH

Drainage Area Properties

| Dat | a Input | Notes and Descriptions |
|---|-----------|--|
| Drainage Area, A _{TOT} | 80,913 SF | Total area draining to basin |
| (as acreage) | 1.86 AC | |
| Impervious Area | 0 SF | Total impervious area received by basin |
| (as acreage) | 0.00 AC | |
| Percent Impervious | 0.00 % | |
| Runoff Coefficient | 0.05 | $R_V = 0.05 + 0.9 * I_A$ $I_A = Impervious Fraction$ |
| K (in/hr) | 0.50 | Hydraulic Conductivity of Soil |
| R _{D2} (in) | 3.85 | Design Storm Depth (2-year storm) |
| | | |
| DV 2-yr (Design volume - in ft ³) | 1298 | DV = 3630 * R _D * R _V * A |

| Drainage Area, A _{TOT} | 80,913 SF | Total area draining to basin |
|---------------------------------|------------------|--|
| (as acreage) | 1.86 AC | |
| Impervious Area | 39,191 SF | Total impervious area received by basin |
| (as acreage) | 0.90 AC | |
| Percent Impervious | 48.44 % | |
| Runoff Coefficient | 0.49 | $R_V = 0.05 + 0.9 * I_A$ $I_A = Impervious Fraction$ |
| K (in/hr) | 0.50 | Hydraulic Conductivity of Soil |
| R _{D5} (in) | 3.85 | Design Storm Depth (2-year storm) |

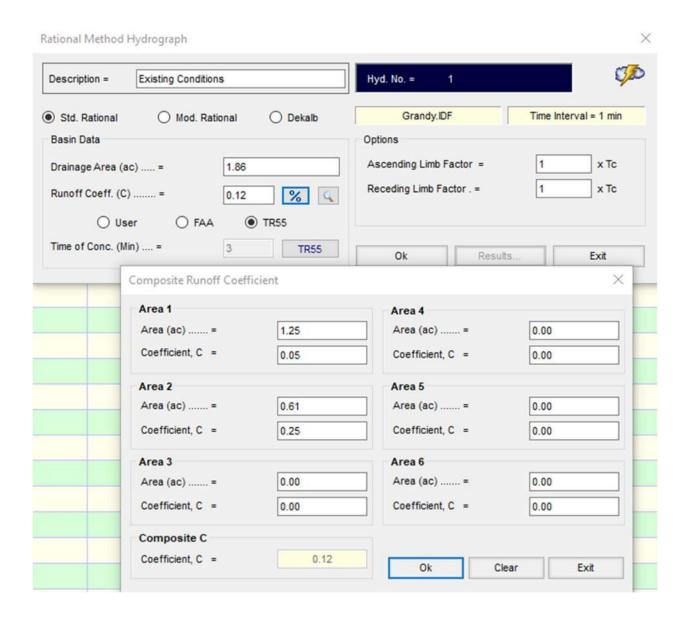
| DV 5-yr (Design volume - in ft ³) | 12614 | DV = 3630 * R _D * R _V * A |
|---|-------|---|
| | | |
| Volume Difference (in ft ³) | 11316 | |

Pond Volume Calculations

| Description | Elevation | Area | Cumulative Volume |
|-------------|-----------|--------|-------------------|
| | | SF | CF |
| Pond Bottom | 9.75 | 8,151 | |
| Pond Top | 10.75 | 10,074 | 9,113 |

Assuming 0.5" hour infiltration through the bottom area of 8151 sf will result in infiltration of up to 8151 cf during a 24-hr storm period

Hydraflow Rational C determination



Hydraflow Rational C determination

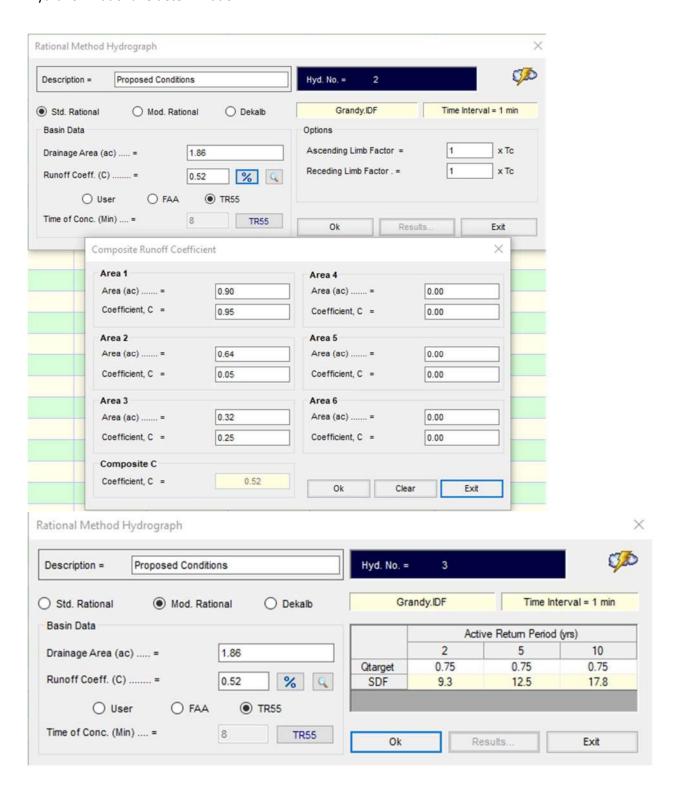


Table 8.03b Value of Runoff Coefficient (C) for Rational Formula

| Land Use | С | Land Use | С |
|-----------------------|-----------|---------------------------------------|-----------|
| Business: | | Lawns: | |
| Downtown areas | 0.70-0.95 | Sandy soil, flat, 2% | 0.05-0.10 |
| Neighborhood areas | 0.50-0.70 | Sandy soil, ave., 2-7% | 0.10-0.15 |
| Residential: | | Sandy soil, steep, | 0.15-0.20 |
| Single-family areas | 0.30-0.50 | 7% | 00 |
| Multi units, detached | 0.40-0.60 | Heavy soil, flat, 2% | 0.13-0.17 |
| Multi units, Attached | 0.60-0.75 | Heavy soil, ave., | 0.18-0.22 |
| Suburban | 0.25-0.40 | 2-7% | 0.10-0.22 |
| Industrial: | | Heavy soil, steep, | 0.25-0.35 |
| Light areas | 0.50-0.80 | 7% | 0.20-0.00 |
| Heavy areas | 0.60-0.90 | Agricultural land: | |
| Parks, cemeteries | 0.10-0.25 | Bare packed soil | |
| raiks, cemeteres | 0.10-0.25 | Smooth | 0.30-0.60 |
| Playgrounds | 0.20-0.35 | Rough | 0.20-0.50 |
| , g | 0.00 | Cultivated rows | |
| Railroad yard areas | 0.20-0.40 | Heavy soil no crop Heavy soil with | 0.30-0.60 |
| Unimproved areas | 0.10-0.30 | crop | 0.20-0.50 |
| Streets: | | Sandy soil no crop Sandy soil with | 0.20-0.40 |
| Asphalt | 0.70-0.95 | | 0.10-0.25 |
| Concrete | 0.80-0.95 | crop Pasture | 0.10-0.25 |
| Brick | 0.70-0.85 | Heavy soil | 0.15-0.45 |
| Drives and walks | 0.75-0.85 | Sandy soil | 0.05-0.25 |
| Diriod dira Hamo | 0.70 0.00 | Woodlands | 0.05-0.25 |
| Roofs | 0.75-0.85 | | |

NOTE: The designer must use judgement to select the appropriate C value within the range for the appropriate land use. Generally, larger areas with permeable soils, flat slopes, and dense vegetation should have lowest C values. Smaller areas with slowly permeable soils, steep slopes, and sparse vegetation should be assigned highest C values.

Source: American Society of Civil Engineers

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

| Hyd. No. | Hydrograph type (origin) | Peak flow (cfs) | Time interval (min) | Time to Peak (min) | | Inflow hyd(s) | Maximum elevation (ft) | Total strge used (cuft) | Hydrograph Description |
|-------------|--------------------------------|-----------------------|---------------------------|--------------------------|----------|------------------|------------------------------|-------------------------------|---------------------------|
| 1 | Rational | 1.538 | 1 | 3 | 277 | | | | Existing Conditions |
| 2 | Rational | 5.248 | 1 | 8 | 2,519 | | | | Proposed Conditions |
| 3 | Mod. Rational | 1.489 | 1 | 8 | 6,613 | | | | Post Control |
| | | | | | | | | | |
| DT | Grandy hydra | flow.gpw | | | Return P | eriod: 2 Ye | ar | Wednesday | v, 08 / 23 / 2023 |

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

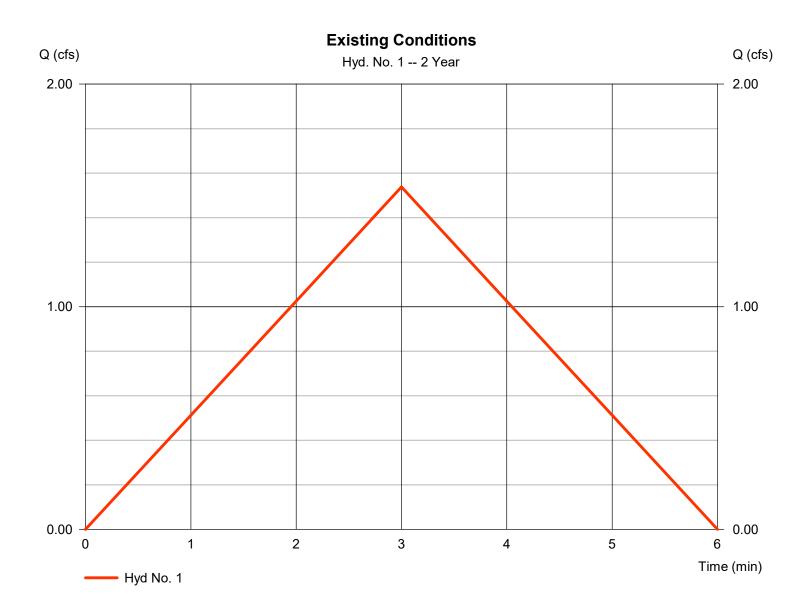
Wednesday, 08 / 23 / 2023

Hyd. No. 1

Existing Conditions

Hydrograph type= RationalPeak dischargeStorm frequency= 2 yrsTime to peakTime interval= 1 minHyd. volumeDrainage area= 1.860 acRunoff coeff.Intensity= 6.890 in/hrTc by TR55IDF Curve= Grandy.IDFAsc/Rec limb fact

Peak discharge = 1.538 cfs
Time to peak = 3 min
Hyd. volume = 277 cuft
Runoff coeff. = 0.12*
Tc by TR55 = 3.00 min
Asc/Rec limb fact = 1/1



^{*} Composite (Area/C) = [(1.250 x 0.05) + (0.610 x 0.25)] / 1.860

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Hyd. No. 1Existing Conditions

| <u>Description</u> | A | | <u>B</u> | | <u>C</u> | | <u>Totals</u> |
|---|--|---|---|---|---------------------------------------|---|---------------|
| Sheet Flow Manning's n-value Flow length (ft) Two-year 24-hr precip. (in) Land slope (%) | = 0.011 = 217.0 = 3.85 = 0.80 | | 0.011 0.0 0.00 0.00 | | 0.011 0.0 0.00 0.00 | | |
| Travel Time (min) | = 2.96 | + | 0.00 | + | 0.00 | = | 2.96 |
| Shallow Concentrated Flow Flow length (ft) Watercourse slope (%) Surface description Average velocity (ft/s) | = 0.00 = 0.00 = Paved =0.00 | | 0.00 0.00 Paved 0.00 | | 0.00 0.00 Paved 0.00 | | |
| | | | | | | | |
| Travel Time (min) | = 0.00 | + | 0.00 | + | 0.00 | = | 0.00 |
| Travel Time (min) Channel Flow X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s) | = 0.00 = 0.00 = 0.00 = 0.015 =0.00 | + | 0.00 0.00 0.00 0.00 0.015 0.00 | + | 0.00 0.00 0.00 0.00 0.015 | = | 0.00 |
| Channel Flow X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value | = 0.00 = 0.00 = 0.00 = 0.015 | + | 0.00 0.00 0.00 0.015 | + | 0.00 0.00 0.00 0.015 | = | 0.00 |
| Channel Flow X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s) | = 0.00 = 0.00 = 0.00 = 0.015 =0.00 | + | 0.00 0.00 0.00 0.015 0.00 | + | 0.00 0.00 0.00 0.015 | = | 0.00 |

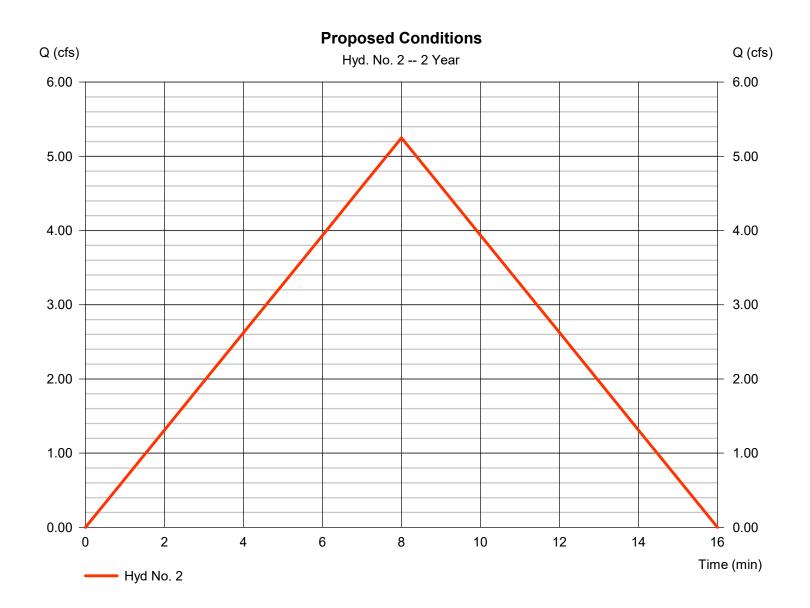
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Wednesday, 08 / 23 / 2023

Hyd. No. 2

Proposed Conditions

Hydrograph type Peak discharge = 5.248 cfs= Rational Storm frequency = 2 yrsTime to peak = 8 min Time interval = 1 min Hyd. volume = 2,519 cuftRunoff coeff. = 0.52*Drainage area = 1.860 acTc by TR55 Intensity = 5.426 in/hr $= 8.00 \, \text{min}$ **IDF** Curve Asc/Rec limb fact = 1/1= Grandy.IDF



^{*} Composite (Area/C) = $[(0.900 \times 0.95) + (0.640 \times 0.05) + (0.320 \times 0.25)] / 1.860$

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Hyd. No. 2Proposed Conditions

| <u>Description</u> | <u>A</u> | | <u>B</u> | | <u>C</u> | | <u>Totals</u> |
|--|--|---|---------------------------------------|---|-------------------------------|---|---------------|
| Sheet Flow Manning's n-value Flow length (ft) Two-year 24-hr precip. (in) Land slope (%) | = 0.011 = 53.0 = 3.85 = 1.25 | | 0.011 0.0 0.00 0.00 | | 0.011 0.0 0.00 0.00 | | |
| Travel Time (min) | = 0.80 | + | 0.00 | + | 0.00 | = | 0.80 |
| Shallow Concentrated Flow Flow length (ft) Watercourse slope (%) Surface description Average velocity (ft/s) | = 360.00 = 0.15 = Paved =0.79 | | 0.00 0.00 Paved 0.00 | | 0.00 0.00 Paved 0.00 | | |
| Travel Time (min) | = 7.62 | + | 0.00 | + | 0.00 | = | 7.62 |
| Channel Flow | | | | | | | |
| X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s) | = 0.00 = 0.00 = 0.00 = 0.015 =0.00 | | 0.00 0.00 0.00 0.015 0.00 | | 0.00 0.00 0.00 0.015 | | |
| Wetted perimeter (ft) Channel slope (%) Manning's n-value | = 0.00 = 0.00 = 0.015 | | 0.00 0.00 0.015 | | 0.00 0.00 0.015 | | |
| Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s) | = 0.00 = 0.00 = 0.015 =0.00 | + | 0.00 0.00 0.015 0.00 | + | 0.00 0.00 0.015 0.00 | = | 0.00 |

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

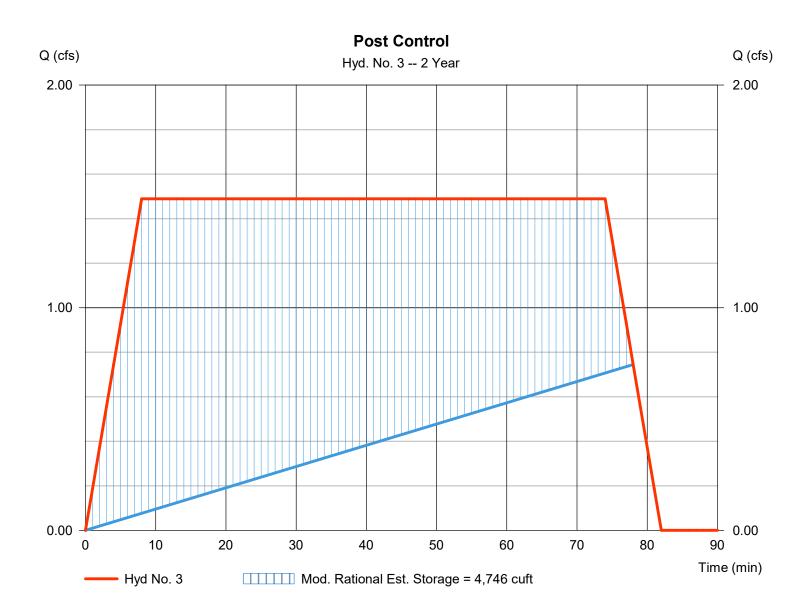
Wednesday, 08 / 23 / 2023

Hyd. No. 3

Post Control

Hydrograph type = Mod. Rational Peak discharge = 1.489 cfsStorm frequency = 2 yrsTime to peak = 8 min Time interval = 1 min Hyd. volume = 6,613 cuftRunoff coeff. = 0.52*Drainage area = 1.860 acIntensity = 1.540 in/hrTc by User $= 8.00 \, \text{min}$ IDF Curve Storm duration $= 9.3 \times Tc$ = Grandy.IDF =0.750 cfsEst. Reg'd Storage =4,746 cuft Target Q

^{*} Composite (Area/C) = $[(0.870 \times 0.95) + (0.990 \times 0.10)] / 1.860$



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

| Hyd. No. | Hydrograph type (origin) | Peak flow (cfs) | Time interval (min) | Time to Peak (min) | Hyd. volume (cuft) | Inflow hyd(s) | Maximum elevation (ft) | Total strge used (cuft) | Hydrograph Description |
|-------------|--------------------------------|-----------------------|---------------------------|--------------------------|--------------------------|------------------|------------------------------|-------------------------------|----------------------------------|
| 1 | Rational | 1.732 | 1 | 3 | 312 | | | | Existing Conditions |
| 2 | Rational | 5.977 | 1 | 8 | 2,869 | | | | Proposed Conditions |
| 2 3 | Rational Mod. Rational | 5.977 | 1 1 | 8 8 | 2,869 8,655 | | | | Proposed Conditions Post Control |
| | Grandy hydra | | | | | Period: 5 Ye | | | y, 08 / 23 / 2023 |

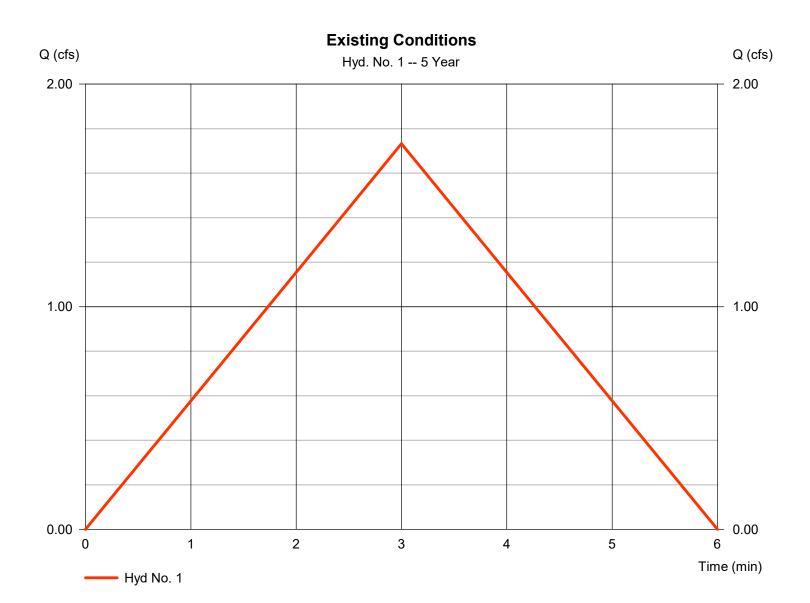
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Wednesday, 08 / 23 / 2023

Hyd. No. 1

Existing Conditions

= 1.732 cfsHydrograph type = Rational Peak discharge Storm frequency = 5 yrsTime to peak = 3 min Time interval = 1 min Hyd. volume = 312 cuft Drainage area Runoff coeff. = 0.12*= 1.860 acTc by TR55 Intensity = 7.759 in/hr $= 3.00 \, \text{min}$ **IDF** Curve Asc/Rec limb fact = 1/1= Grandy.IDF



^{*} Composite (Area/C) = $[(1.250 \times 0.05) + (0.610 \times 0.25)] / 1.860$

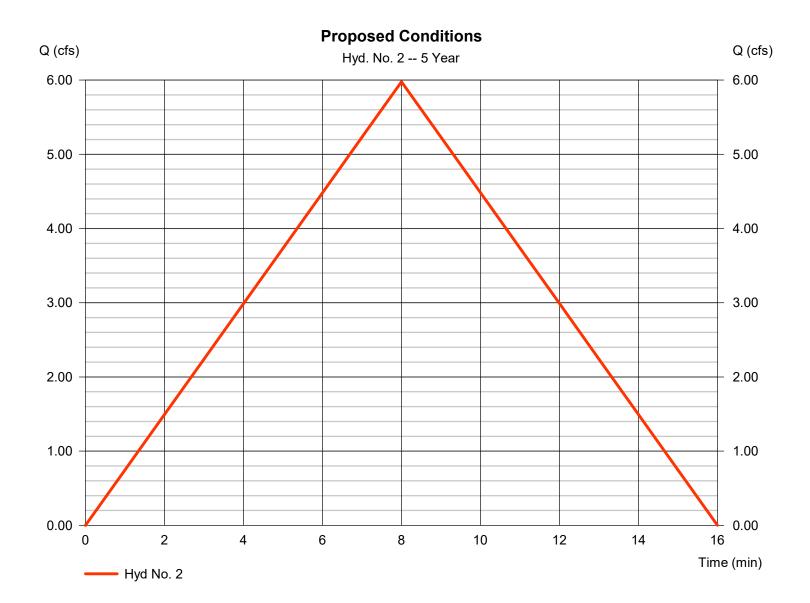
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Wednesday, 08 / 23 / 2023

Hyd. No. 2

Proposed Conditions

Hydrograph type Peak discharge = 5.977 cfs= Rational Storm frequency = 5 yrsTime to peak = 8 min Time interval = 1 min Hyd. volume = 2,869 cuftRunoff coeff. = 0.52*Drainage area = 1.860 acTc by TR55 Intensity = 6.180 in/hr $= 8.00 \, \text{min}$ **IDF** Curve Asc/Rec limb fact = 1/1= Grandy.IDF



^{*} Composite (Area/C) = $[(0.900 \times 0.95) + (0.640 \times 0.05) + (0.320 \times 0.25)] / 1.860$

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

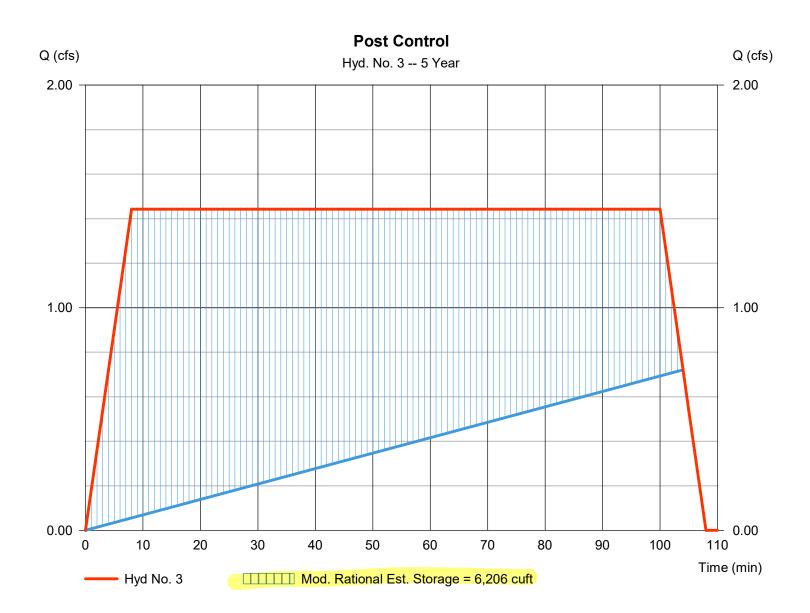
Wednesday, 08 / 23 / 2023

Hyd. No. 3

Post Control

| d. Rational Peak discha | arge = 1.442 cfs |
|-----------------------------|---|
| <mark>rs</mark> Time to pea | ak = 8 min |
| in Hyd. volum | e = 8,655 cuft |
| 60 ac Runoff coef | f. = 0.52* |
| 91 in/hr Tc by User | = 8.00 min |
| indy.IDF Storm durat | tion = 12.5 x Tc |
| 0 cfs Est. Req'd S | Storage =6,206 cuft |
| 1 | Time to pea in Hyd. volum 60 ac Runoff coef 91 in/hr Tc by User ndy.IDF Storm durat |

^{*} Composite (Area/C) = $[(0.870 \times 0.95) + (0.990 \times 0.10)] / 1.860$



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

| Hyd. No. | Hydrograph type (origin) | Peak flow (cfs) | Time interval (min) | Time to Peak (min) | Hyd. volume (cuft) | Inflow hyd(s) | Maximum elevation (ft) | Total strge used (cuft) | Hydrograph Description |
|-------------|--------------------------------|-----------------------|---------------------------|--------------------------|--------------------------|------------------|------------------------------|-------------------------------|----------------------------------|
| 1 | Rational | 1.989 | 1 | 3 | 358 | | | | Existing Conditions |
| 2 | Rational | 6.862 | 1 | 8 | 3,294 | | | | Proposed Conditions |
| 2 3 | Rational Mod. Rational | 6.862 | 1 1 | 8 8 | 3,294 11,592 | | | | Proposed Conditions Post Control |
| | | | | | | | | | |

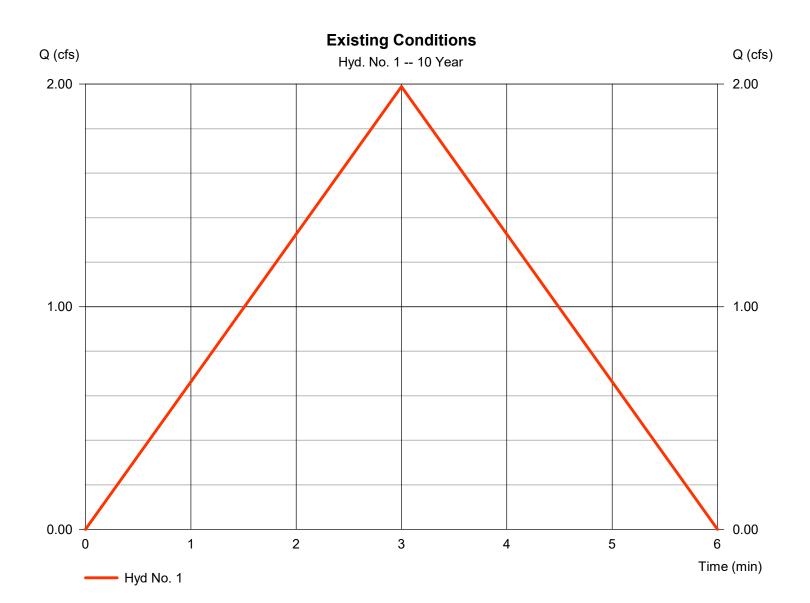
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Wednesday, 08 / 23 / 2023

Hyd. No. 1

Existing Conditions

Hydrograph type = Rational Peak discharge = 1.989 cfsStorm frequency = 10 yrsTime to peak = 3 min Time interval = 1 min Hyd. volume = 358 cuft Drainage area Runoff coeff. = 0.12*= 1.860 acTc by TR55 Intensity = 8.912 in/hr $= 3.00 \, \text{min}$ **IDF** Curve Asc/Rec limb fact = 1/1= Grandy.IDF



^{*} Composite (Area/C) = $[(1.250 \times 0.05) + (0.610 \times 0.25)] / 1.860$

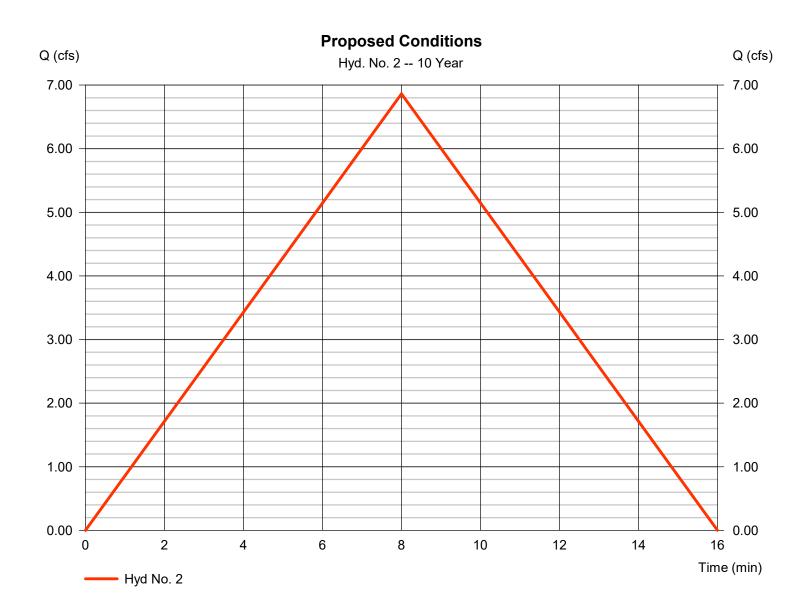
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Wednesday, 08 / 23 / 2023

Hyd. No. 2

Proposed Conditions

Hydrograph type Peak discharge = 6.862 cfs= Rational Storm frequency = 10 yrsTime to peak = 8 min Time interval = 1 min Hyd. volume = 3,294 cuftRunoff coeff. = 0.52*Drainage area = 1.860 acTc by TR55 Intensity = 7.095 in/hr $= 8.00 \, \text{min}$ **IDF** Curve Asc/Rec limb fact = 1/1= Grandy.IDF



^{*} Composite (Area/C) = $[(0.900 \times 0.95) + (0.640 \times 0.05) + (0.320 \times 0.25)] / 1.860$

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

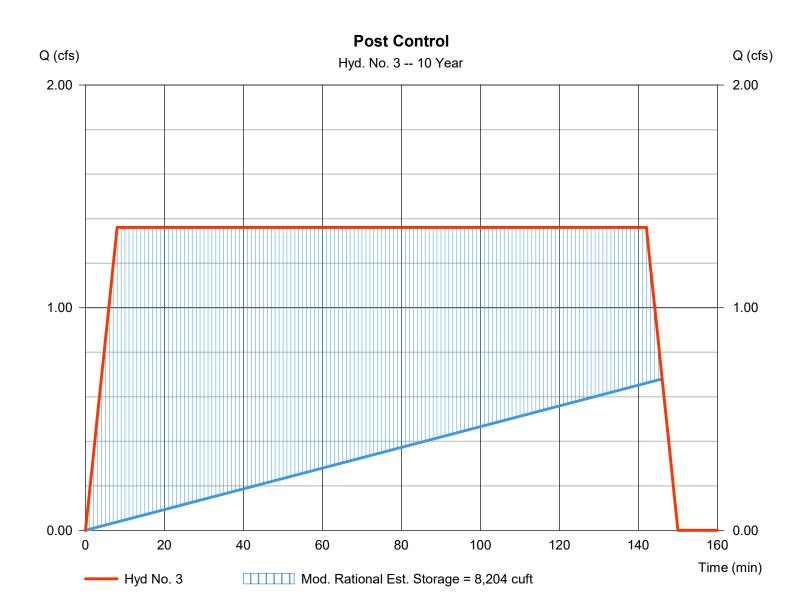
Wednesday, 08 / 23 / 2023

Hyd. No. 3

Post Control

Hydrograph type = Mod. Rational Peak discharge = 1.360 cfsStorm frequency = 10 yrsTime to peak = 8 min Time interval = 1 min Hyd. volume = 11,592 cuft Runoff coeff. = 0.52*Drainage area = 1.860 acIntensity = 1.407 in/hrTc by User $= 8.00 \, \text{min}$ IDF Curve Storm duration $= 17.8 \times Tc$ = Grandy.IDF =0.750 cfsEst. Reg'd Storage =8,204 cuft Target Q

^{*} Composite (Area/C) = $[(0.870 \times 0.95) + (0.990 \times 0.10)] / 1.860$



Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

Wednesday, 08 / 23 / 2023

| Return Period | Intensity-Du | Intensity-Duration-Frequency Equation Coefficients (FHA) | | | | | | | | | |
|------------------|--------------|--|--------|-------|--|--|--|--|--|--|--|
| (Yrs) | В | D | E | (N/A) | | | | | | | |
| 1 | 0.0000 | 0.0000 | 0.0000 | | | | | | | | |
| 2 | 83.2783 | 13.3000 | 0.8929 | | | | | | | | |
| 3 | 0.0000 | 0.0000 | 0.0000 | | | | | | | | |
| 5 | 83.3544 | 13.3000 | 0.8506 | | | | | | | | |
| 10 | 76.2576 | 12.0000 | 0.7927 | | | | | | | | |
| 25 | 0.0000 | 0.0000 | 0.0000 | | | | | | | | |
| 50 | 0.0000 | 0.0000 | 0.0000 | | | | | | | | |
| 100 | 0.0000 | 0.0000 | 0.0000 | | | | | | | | |

File name: Grandy.IDF

Intensity = $B / (Tc + D)^E$

| Return Period (Yrs) | | Intensity Values (in/hr) | | | | | | | | | | | | | |
|---------------------------|-------|--------------------------|------|------|------|------|------|------|------|------|------|------|--|--|--|
| | 5 min | 10 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | | | |
| 1 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| 2 | 6.21 | 5.01 | 4.21 | 3.64 | 3.21 | 2.88 | 2.61 | 2.39 | 2.21 | 2.05 | 1.92 | 1.80 | | | |
| 3 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| 5 | 7.03 | 5.73 | 4.85 | 4.23 | 3.75 | 3.38 | 3.08 | 2.83 | 2.62 | 2.45 | 2.29 | 2.16 | | | |
| 10 | 8.07 | 6.58 | 5.59 | 4.89 | 4.36 | 3.94 | 3.60 | 3.33 | 3.09 | 2.89 | 2.72 | 2.57 | | | |
| 25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| 100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |

Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

| | | Rainfall Precipitation Table (in) | | | | | | | | | | |
|-----------------------|------|-----------------------------------|------|------|-------|-------|-------|--------|--|--|--|--|
| Storm Distribution | 1-yr | 2-yr | 3-yr | 5-yr | 10-yr | 25-yr | 50-yr | 100-yr | | | | |
| SCS 24-hour | 0.00 | 3.85 | 0.00 | 4.97 | 5.91 | 5.77 | 6.80 | 7.95 | | | | |
| SCS 6-Hr | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | | | | |
| Huff-1st | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.38 | 6.50 | 8.00 | | | | |
| Huff-2nd | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Huff-3rd | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Huff-4th | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Huff-Indy | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Custom | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.25 | 6.00 | 7.10 | | | | |

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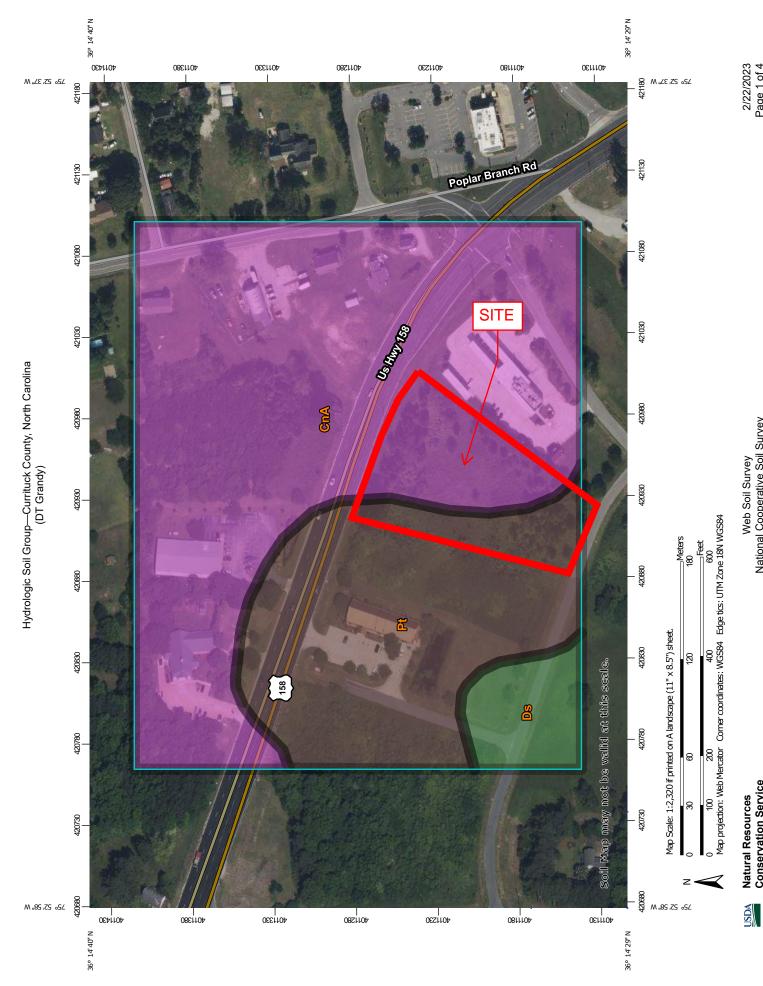
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Appendix B

Soil Data

- Web Soil Survey
- Soil Report by Protocol Sampling Service, Inc.





USDA

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.

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

distance and area. A projection that preserves area, such as the Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts 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 22, Sep 8, 2022

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

Not rated or not available

C/D

ပ

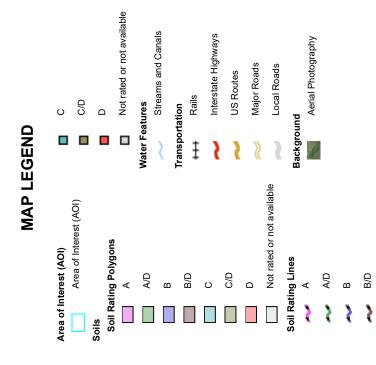
Soil Rating Points

⋖

ΑD

B/D

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.



Hydrologic Soil Group

| Map unit symbol | Map unit name | Rating | Acres in AOI | Percent of AOI |
|--------------------------|---|--------|--------------|----------------|
| CnA | Conetoe loamy sand, 0 to 3 percent slopes | А | 14.9 | 65.2% |
| Ds | Dragston loamy fine sand | A/D | 1.2 | 5.3% |
| Pt | Portsmouth fine sandy loam | B/D | 6.8 | 29.5% |
| Totals for Area of Inter | est | 22.9 | 100.0% | |

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

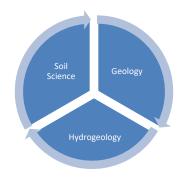
Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Protocol Sampling Service, Inc.
4114 Laurel Ridge Drive "Experts in Environmental Compliance"
Raleigh, North Carolina 27612

(919) 210-6547

Protocolsampling@yahoo.com Environmentalservicesnc.com

June 26, 2023

Ms. Kim Hamby, P.E. Principal/Senior Project Manager TIMMONS GROUP | 1805 West City Drive, Unit E Elizabeth City, North Carolina 27909

Re: Storm Water Management Soil Investigation

Dollar Tree NC Highway 168 Grandy, Currituck County, North Carolina 27958 Protocol Project #23-78

Dear Ms. Hamby:

The following Soil Investigation is submitted to assist in a site assessment for the proposed storm water management improvements along NC Highway 168, Grandy, Currituck County, North Carolina.

SITE HISTORY AND PHYSICAL CHARACTERISTICS

The tract is currently undeveloped farmland and is surrounded by farmland and commercial development along NC Highway 168 in Grandy, North Carolina. Protocol Sampling Service, Inc. of Raleigh, North Carolina was hired to perform an investigation to identify the depth to seasonal high-water table, if any restrictive layers are present, subsurface permeability and the depth to a permeable layer for the installation of a storm water BMP. Surface elevations range from around 11.0 to approximately 12.0 feet msl from west to east across the study area.

SOIL INVESTIGATION

The field survey was conducted on Friday June 23, 2023. One (1) soil boring was advanced to 72 inches below land surface (bls) with a hand auger in the center of the proposed infiltration basin. Soil color was determined with a Munsell Soil Color Chart. The presence of fill or other disturbances, the depth to the seasonal high-water table, soil structure and consistence were noted. The boring was also checked for reduced colors, an anaerobic smell or obvious soil wetness.

FINDINGS - Soil

• The subject property contains soil belonging to the Conetoe series. This series belongs to the Hapludult subgroup that has a Arenic epipedon from surface to 2-inches.

Storm Water Management Investigation Dollar Tree Grandy, Currituck County, North Carolina June 26, 2023

- The soil was found to have an apparent depth to seasonal high-water table of 50-inches bls. The static water level was not found to a depth of 72-inches bls.
- A restrictive horizon was encountered from 19 to 28-inches bls where a loamy sand permeable layer was encountered. The permeable layer extends to at least 72-inches bls.

FINDINGS - SOIL PERMEABILITY

• Soil conductivity is estimated to be at least 0.50 inches/hour in the loamy sand found beneath the Bt horizon at a depth of 28-inches bls.

The findings presented herein are based on the site conditions observed during performance of the field survey on June 23, 2023.

Please call me at (919) 210-6547 if you have any questions or need further assistance.

David E. Meyer, N.C.L.S.S. Soil Scientist/President

Storm Water Management Investigation Dollar Tree Grandy, Currituck County, North Carolina June 26, 2023

- A 0-10 inches; dark brown (7.5YR 3/3) loamy fine sand; granular; friable.
- E 10-19 inches; yellowish brown (10YR 5/4) loamy sand; granular; friable.
- Bt 19 28 inches; brownish yellow (10YR 6/8) sandy clay loam; subangular blocky; friable.
- BC 28 50 inches; brownish yellow (10YR 6/8) and very pale brown (10YR 7/4) loamy sand; subangular blocky; friable.
- C1 50 60 inches; brownish yellow (10YR 6/8) fine sand with strong brown (7.5YR 5/6) concentrations and gray (10YR 6/1) depletions; single grained; loose
- C2 60 72 inches; light yellowish brown (10YR 6/4) fine sand; single grained; loose

Soil Series: **Conetoe**Landscape: Coastal Plain
Landform: terrace

Parent Material: Marine sediments Drainage Class: well drained Particle Size Class: sandy Temperature Regime: thermic

Subgroup Classification: Arenic Hapludult

Examination Method: auger boring

Date: June 23, 2023 Weather: Sunny, 78 Investigators: David Meyer

Shwt: 50"

Measured water table depth: >72"

Appendix C

Precipitation Data





NOAA Atlas 14, Volume 2, Version 3 Location name: Grandy, North Carolina, USA* Latitude: 36.2455°, Longitude: -75.888° Elevation: 14 ft**

source: ESRI Maps
** source: USGS



DEPTH

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 & aerials

PF tabular

| PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹ | | | | | | | | | | |
|--|-------------------------------|--|---|---|-------------------------------|----------------------------|-------------------------------|---------------------------|--------------------------|-----------------------------|
| Duration | | | | Average | e recurrence | interval (y | ears) | | | |
| Duration | 1 | 2 | 5 | 10 | 25 | 50 | 100 | 200 | 500 | 1000 |
| 5-min | 0.444 (0.403-0.490) | 0.518 (0.4 <mark>71-</mark> 0.570) | 0.<mark>587</mark> (0.534 <mark>-0.6</mark> 45) | 0.<mark>673</mark> (0.60 <mark>9-0.</mark> 739) | 0.758 (0.683-0.831) | 0.834 (0.750-0.915) | 0.904 (0.809-0.992) | 0.972 (0.865-1.07) | 1.06 (0.930-1.16) | 1.14 (0.993-1.25) |
| 10-min | 0.709 (0.644-0.782) | 0.828 (0.753-0.912) | 0.<mark>940</mark> (0.85 <mark>5-1.</mark> 03) | 1.08 (0.9 <mark>75-1</mark> .18) | 1.21 (1.09-1.32) | 1.33 (1.19-1.46) | 1.44 (1.28-1.58) | 1.54 (1.37-1.69) | 1.67 (1.47-1.83) | 1.79 (1.56-1.97) |
| 15-min | 0.886 (0.805-0.978) | 1.04 (0.947-1.15) | 1<mark>.19</mark> (1.08 <mark>-1.3</mark> 1) | 1<mark>.36</mark> (1.23 <mark>-1.5</mark> 0) | 1.53 (1.38-1.68) | 1.68 (1.51-1.84) | 1.82 (1.62-1.99) | 1.94 (1.73-2.13) | 2.10 (1.85-2.31) | 2.24 (1.96-2.47) |
| 30-min | 1.22 (1.10-1.34) | 1.44 (1.31-1.58) | 1.<mark>69</mark> (1.54- <mark>1.86</mark>) | 1.<mark>97</mark> (1.79 <mark>-2.1</mark> 7) | 2.27 (2.04-2.49) | 2.53 (2.28-2.78) | 2.78 (2.49-3.05) | 3.03 (2.69-3.32) | 3.34 (2.95-3.67) | 3.63 (3.18-4.00) |
| 60-min | 1.52 (1.38-1.67) | 1.80 (<mark>1.64</mark> -1.99) | 2.16 (1.97- <mark>2.3</mark> 8) | 2.57 (2.33 <mark>-2.8</mark> 2) | 3.02 (2.72-3.31) | 3.43 (3.09-3.77) | 3.83 (3.43-4.20) | 4.24 (3.78-4.66) | 4.80 (4.23-5.27) | 5.30 (4.64-5.84) |
| 2-hr | 1.76 (1.59-1.96) | 2.11 (1.90-2.33) | 2.58 (2.33 <mark>-2.8</mark> 5) | 3. <mark>11</mark> (2.80- <mark>3.4</mark> 3) | 3.74 (3.35-4.12) | 4.33 (3.86-4.76) | 4.90 (4.36-5.40) | 5.52 (4.88-6.08) | 6.36 (5.56-7.00) | 7.13 (6.19-7.86) |
| 3-hr | 1.89 (1.70-2.12) | 2.26 (2.04-2.52) | 2.<mark>78</mark> (2.51-3.09) | 3.38 (3.04-3 <mark>.76</mark>) | 4.10 (3.67-4.55) | 4.80 (4.26-5.30) | 5.50 (4.86-6.07) | 6.26 (5.49-6.90) | 7.31 (6.34-8.06) | 8.31 (7.14-9.17) |
| 6-hr | 2.26 (2.04-2.52) | 2.70 (2.44-3.01) | 3. <mark>32</mark> (2.99- <mark>3.7</mark> 0) | 4.03 (3.62-4.49) | 4.92 (4.39-5.45) | 5.77 (5.13-6.38) | 6.64 (5.85-7.32) | 7.58 (6.63-8.36) | 8.89 (7.69-9.81) | 10.2 (8.68-11.2) |
| 12-hr | 2.67 (2.40-3.00) | 3.19 (2.86-3.57) | 3. <mark>93</mark> (3.5 <mark>3-4.</mark> 40) | 4.80 (4.30- <mark>5.37</mark>) | 5.90 (5.24-6.57) | 6.98 (6.15-7.75) | 8.08 (7.06-8.96) | 9.31 (8.05-10.3) | 11.0 (9.39-12.2) | 12.7 (10.7-14.1) |
| 24-hr | 3.16 (2.91-3.45) | 3.85 (3.54-4.20) | 4.97 (4.57-5.42) | 5.91 (5.42-6.44) | 7.30 (6.65-7.94) | 8.50 (7.67-9.23) | 9.81 (8.77-10.6) | 11.3 (9.96-12.2) | 13.4 (11.7-14.6) | 15.3 (13.1-16.7) |
| 2-day | 3.66 (3.36-4.01) | 4.43 (4.07-4.85) | 5.69 (5.22-6.22) | 6.77 (6.19-7.38) | 8.39 (7.61-9.13) | 9.80 (8.80-10.6) | 11.4 (10.1-12.4) | 13.1 (11.5-14.3) | 15.7 (13.5-17.2) | 18.0 (15.2-19.8) |
| 3-day | 3.90 (3.60-4.25) | 4.72 (4.36-5.15) | 6.03 (5.56-6.57) | 7.14 (6.55-7.76) | 8.77 (7.99-9.52) | 10.2 (9.18-11.0) | 11.7 (10.5-12.7) | 13.4 (11.8-14.6) | 15.9 (13.8-17.4) | 18.2 (15.6-20.0) |
| 4-day | 4.14 (3.83-4.50) | 5.01 (4.64-5.45) | 6.38 (5.89-6.92) | 7.50 (6.91-8.14) | 9.15 (8.36-9.92) | 10.5 (9.57-11.4) | 12.0 (10.8-13.0) | 13.7 (12.1-14.8) | 16.1 (14.1-17.6) | 18.4 (15.9-20.2) |
| 7-day | 4.82 (4.48-5.23) | 5.82 (5.40-6.31) | 7.30 (6.77-7.91) | 8.53 (7.88-9.23) | 10.3 (9.46-11.1) | 11.8 (10.7-12.7) | 13.4 (12.1-14.4) | 15.1 (13.5-16.3) | 17.5 (15.4-19.1) | 19.6 (17.0-21.4) |
| 10-day | 5.42 (5.07-5.83) | 6.50 (6.07-6.98) | 8.05 (7.51-8.65) | 9.33 (8.68-10.0) | 11.2 (10.3-12.0) | 12.7 (11.7-13.6) | 14.3 (13.0-15.4) | 16.1 (14.5-17.3) | 18.5 (16.5-20.1) | 20.6 (18.1-22.4) |
| 20-day | 7.36 (6.91-7.85) | 8.76 (8.24-9.35) | 10.6 (10.0-11.4) | 12.2 (11.4-13.0) | 14.4 (13.4-15.4) | 16.2 (15.0-17.3) | 18.1 (16.6-19.3) | 20.1 (18.3-21.5) | 22.9 (20.6-24.7) | 25.2 (22.3-27.3) |
| 30-day | 9.06 (8.54-9.62) | 10.8 (10.1-11.4) | 12.9 (12.2-13.8) | 14.7 (13.8-15.6) | 17.1 (16.0-18.2) | 19.0 (17.7-20.2) | 21.0 (19.4-22.4) | 23.0 (21.1-24.6) | 25.8 (23.5-27.7) | 28.0 (25.2-30.2) |
| 45-day | 11.2 (10.6-11.9) | 13.3 (12.5-14.1) | 15.9 (15.0-16.9) | 18.0 (16.9-19.2) | 21.0 (19.7-22.4) | 23.5 (21.9-25.0) | 26.1 (24.1-27.7) | 28.7 (26.4-30.7) | 32.4 (29.4-34.8) | 35.4 (31.8-38.1) |
| 60-day | 13.5 (12.7-14.2) | 15.9 (15.0-16.8) | 18.8 (17.7-19.9) | 21.1 (19.9-22.3) | 24.3 (22.8-25.7) | 26.8 (25.1-28.3) | 29.3 (27.3-31.1) | 31.9 (29.5-33.9) | 35.4 (32.4-37.8) | 38.1 (34.6-40.9) |

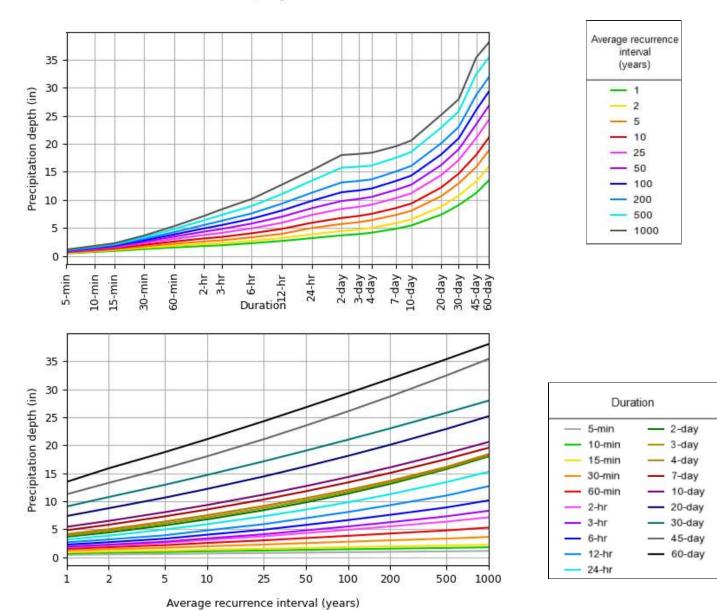
Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

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: 36.2455°, Longitude: -75.8880°



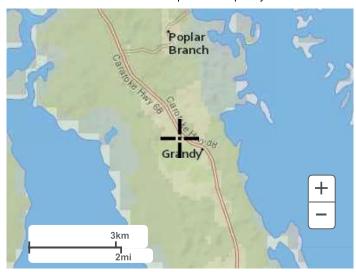
NOAA Atlas 14, Volume 2, Version 3

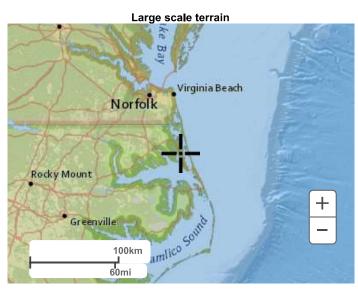
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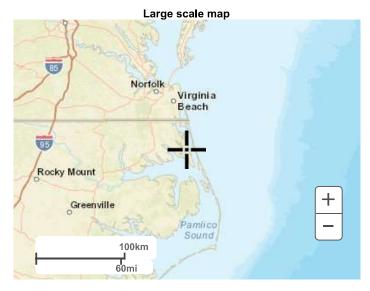
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Maps & aerials

Small scale terrain







Large scale aerial



NOAA Atlas 14, Volume 2, Version 3 Location name: Grandy, North Carolina, USA* Latitude: 36.2455°, Longitude: -75.888° Elevation: 14 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 & aerials

PF tabular

| PDS-b | PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹ | | | | | | | | | |
|----------|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Duration | | | | Avera | ge recurren | ce interval (| years) | | | |
| Duration | 1 | 2 | 5 | 10 | 25 | 50 | 100 | 200 | 500 | 1000 |
| 5-min | 5.33 (4.84-5.88) | 6.22 (5.65-6.84) | 7.04 (6.41-7.74) | 8.08 (7.31-8.87) | 9.10 (8.20-9.97) | 10.0 (9.00-11.0) | 10.8 (9.71-11.9) | 11.7 (10.4-12.8) | 12.7 (11.2-13.9) | 13.6 (11.9-15.0) |
| 10-min | 4.25 (3.86-4.69) | 4.97 (4.52-5.47) | 5.64 (5.13-6.20) | 6.46 (5.85-7.09) | 7.25 (6.53-7.95) | 7.97 (7.16-8.74) | 8.62 (7.71-9.46) | 9.25 (8.23-10.1) | 10.0 (8.83-11.0) | 10.7 (9.38-11.8) |
| 15-min | 3.54 (3.22-3.91) | 4.16 (3.79-4.58) | 4.76 (4.33-5.23) | 5.44 (4.93-5.98) | 6.12 (5.52-6.72) | 6.73 (6.05-7.38) | 7.26 (6.50-7.97) | 7.78 (6.92-8.53) | 8.40 (7.41-9.23) | 8.98 (7.86-9.88) |
| 30-min | 2.43 (2.21-2.68) | 2.88 (2.62-3.17) | 3.38 (3.07-3.71) | 3.94 (3.57-4.33) | 4.54 (4.09-4.97) | 5.07 (4.55-5.56) | 5.56 (4.98-6.10) | 6.05 (5.39-6.64) | 6.68 (5.90-7.34) | 7.27 (6.36-8.00) |
| 60-min | 1.52 (1.38-1.67) | 1.80 (1.64-1.99) | 2.16 (1.97-2.38) | 2.57 (2.33-2.82) | 3.02 (2.72-3.31) | 3.43 (3.09-3.77) | 3.83 (3.43-4.20) | 4.24 (3.78-4.66) | 4.80 (4.23-5.27) | 5.30 (4.64-5.84) |
| 2-hr | 0.881 (0.795-0.978) | 1.05 (0.952-1.17) | 1.29 (1.16-1.43) | 1.56 (1.40-1.72) | 1.87 (1.68-2.06) | 2.16 (1.93-2.38) | 2.45 (2.18-2.70) | 2.76 (2.44-3.04) | 3.18 (2.78-3.50) | 3.57 (3.10-3.93) |
| 3-hr | 0.630 (0.567-0.704) | 0.753 (0.680-0.840) | 0.925 (0.835-1.03) | 1.12 (1.01-1.25) | 1.37 (1.22-1.51) | 1.60 (1.42-1.77) | 1.83 (1.62-2.02) | 2.08 (1.83-2.30) | 2.43 (2.11-2.68) | 2.77 (2.38-3.05) |
| 6-hr | 0.377 (0.340-0.421) | 0.450 (0.406-0.502) | 0.553 (0.499-0.617) | 0.673 (0.605-0.749) | 0.820 (0.733-0.910) | 0.963 (0.856-1.06) | 1.11 (0.977-1.22) | 1.27 (1.11-1.40) | 1.48 (1.28-1.64) | 1.70 (1.45-1.87) |
| 12-hr | 0.221 (0.199-0.248) | 0.264 (0.237-0.296) | 0.326 (0.292-0.365) | 0.398 (0.356-0.445) | 0.489 (0.434-0.545) | 0.579 (0.510-0.643) | 0.670 (0.586-0.743) | 0.772 (0.668-0.855) | 0.914 (0.779-1.01) | 1.05 (0.886-1.17) |
| 24-hr | 0.131 (0.121-0.143) | 0.160 (0.147-0.175) | 0.207 (0.190-0.225) | 0.246 (0.225-0.268) | 0.304 (0.276-0.330) | 0.354 (0.319-0.384) | 0.408 (0.365-0.443) | 0.469 (0.415-0.509) | 0.559 (0.486-0.610) | 0.635 (0.544-0.696) |
| 2-day | 0.076 (0.070-0.083) | 0.092 (0.084-0.101) | 0.118 (0.108-0.129) | 0.141 (0.128-0.153) | 0.174 (0.158-0.190) | 0.204 (0.183-0.221) | 0.236 (0.210-0.257) | 0.273 (0.239-0.297) | 0.327 (0.281-0.359) | 0.375 (0.317-0.412) |
| 3-day | 0.054 (0.049-0.059) | 0.065 (0.060-0.071) | 0.083 (0.077-0.091) | 0.099 (0.090-0.107) | 0.121 (0.110-0.132) | 0.141 (0.127-0.153) | 0.162 (0.145-0.176) | 0.185 (0.164-0.202) | 0.221 (0.192-0.242) | 0.252 (0.216-0.278) |
| 4-day | 0.043 (0.039-0.046) | 0.052 (0.048-0.056) | 0.066 (0.061-0.072) | 0.078 (0.072-0.084) | 0.095 (0.087-0.103) | 0.109 (0.099-0.118) | 0.125 (0.112-0.135) | 0.142 (0.126-0.154) | 0.167 (0.147-0.183) | 0.191 (0.165-0.210) |
| 7-day | 0.028 (0.026-0.031) | 0.034 (0.032-0.037) | 0.043 (0.040-0.047) | 0.050 (0.046-0.054) | 0.061 (0.056-0.066) | 0.070 (0.063-0.075) | 0.079 (0.071-0.085) | 0.089 (0.080-0.097) | 0.104 (0.091-0.113) | 0.116 (0.101-0.127) |
| 10-day | 0.022 (0.021-0.024) | 0.027 (0.025-0.029) | 0.033 (0.031-0.036) | 0.038 (0.036-0.041) | 0.046 (0.043-0.049) | 0.052 (0.048-0.056) | 0.059 (0.054-0.064) | 0.066 (0.060-0.072) | 0.077 (0.068-0.083) | 0.085 (0.075-0.093) |
| 20-day | 0.015 (0.014-0.016) | 0.018 (0.017-0.019) | 0.022 (0.020-0.023) | 0.025 (0.023-0.027) | 0.030 (0.027-0.032) | 0.033 (0.031-0.036) | 0.037 (0.034-0.040) | 0.041 (0.038-0.044) | 0.047 (0.042-0.051) | 0.052 (0.046-0.056) |
| 30-day | 0.012 (0.011-0.013) | 0.014 (0.014-0.015) | 0.017 (0.016-0.019) | 0.020 (0.019-0.021) | 0.023 (0.022-0.025) | 0.026 (0.024-0.028) | 0.029 (0.026-0.031) | 0.031 (0.029-0.034) | 0.035 (0.032-0.038) | 0.038 (0.034-0.041) |
| 45-day | 0.010 (0.009-0.011) | 0.012 (0.011-0.013) | 0.014 (0.013-0.015) | 0.016 (0.015-0.017) | 0.019 (0.018-0.020) | 0.021 (0.020-0.023) | 0.024 (0.022-0.025) | 0.026 (0.024-0.028) | 0.030 (0.027-0.032) | 0.032 (0.029-0.035) |
| 60-day | 0.009 (0.008-0.009) | 0.011 (0.010-0.011) | 0.013 (0.012-0.013) | 0.014 (0.013-0.015) | 0.016 (0.015-0.017) | 0.018 (0.017-0.019) | 0.020 (0.018-0.021) | 0.022 (0.020-0.023) | 0.024 (0.022-0.026) | 0.026 (0.024-0.028) |

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

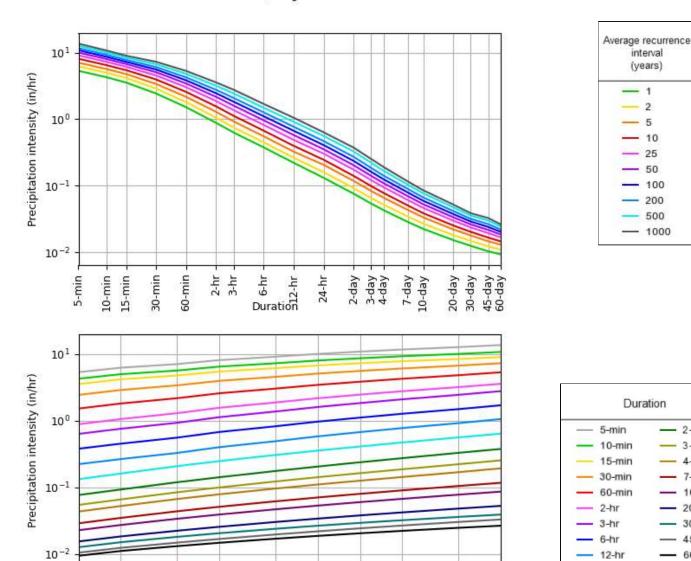
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper 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 intensity-duration-frequency (IDF) curves Latitude: 36.2455°, Longitude: -75.8880°



NOAA Atlas 14, Volume 2, Version 3

1

5

2

10

25

Average recurrence interval (years)

50

Created (GMT): Mon Jul 3 14:09:02 2023

1000

500

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100

200

Maps & aerials

Small scale terrain

- 2-day

3-day

4-day

7-day

10-day

20-day

30-day

45-day

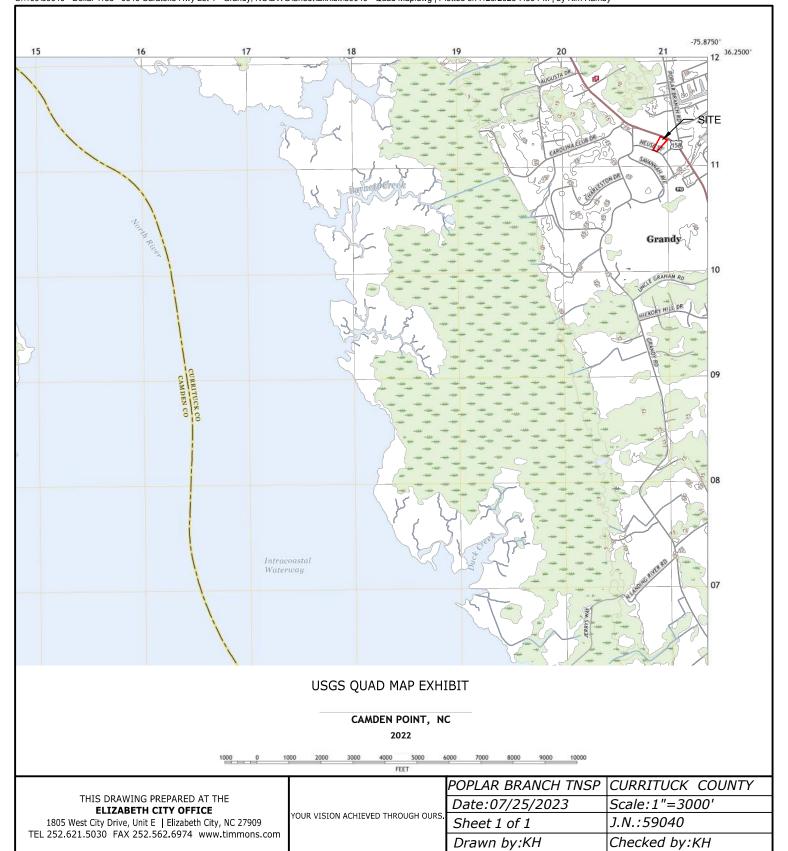
60-day

24-hr

Appendix D

Quad Map





TIMMONS GROUP .****

Appendix E

FEMA Firmette



IDWLRODD DRRG-EDUGIZHU JEIWWH



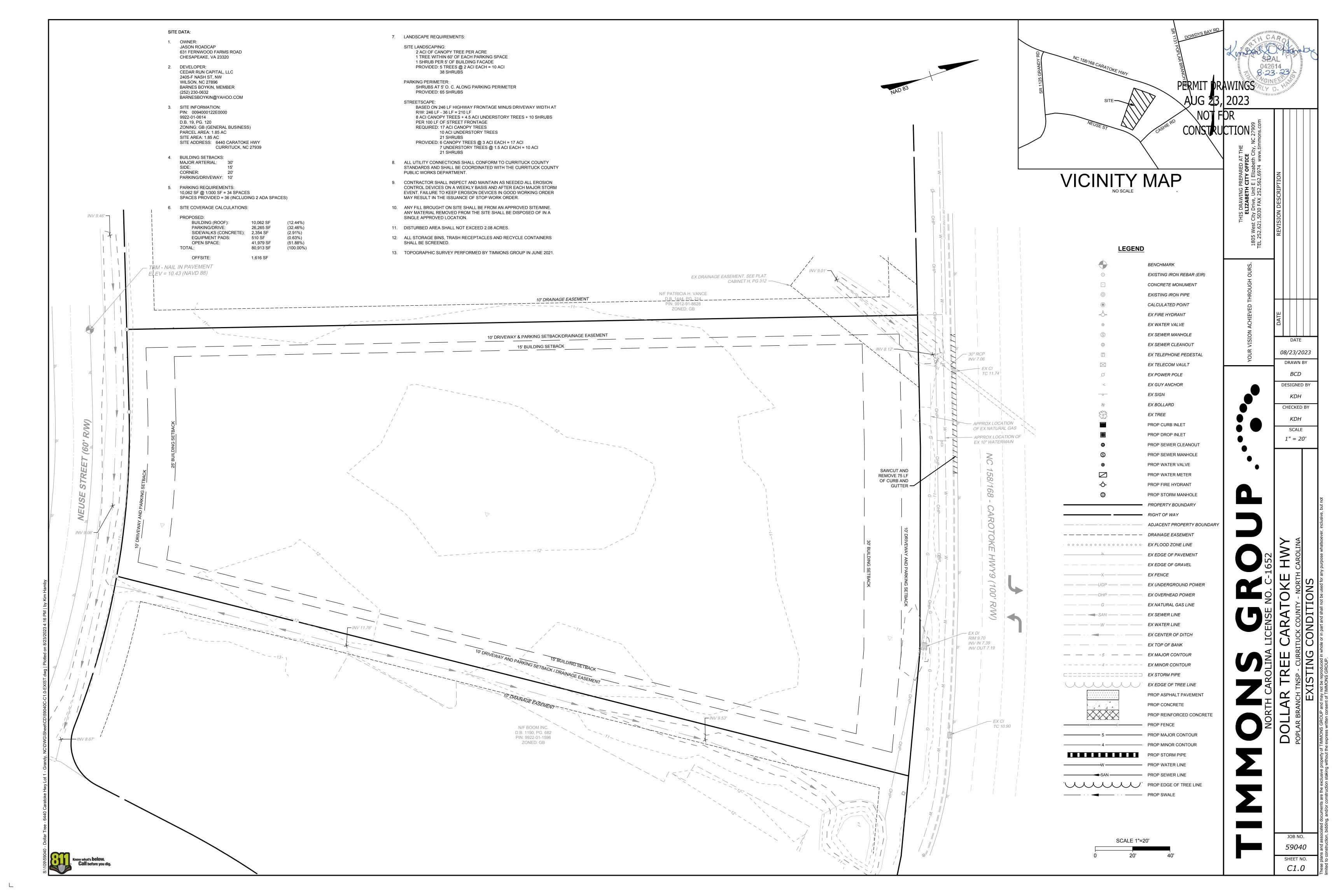


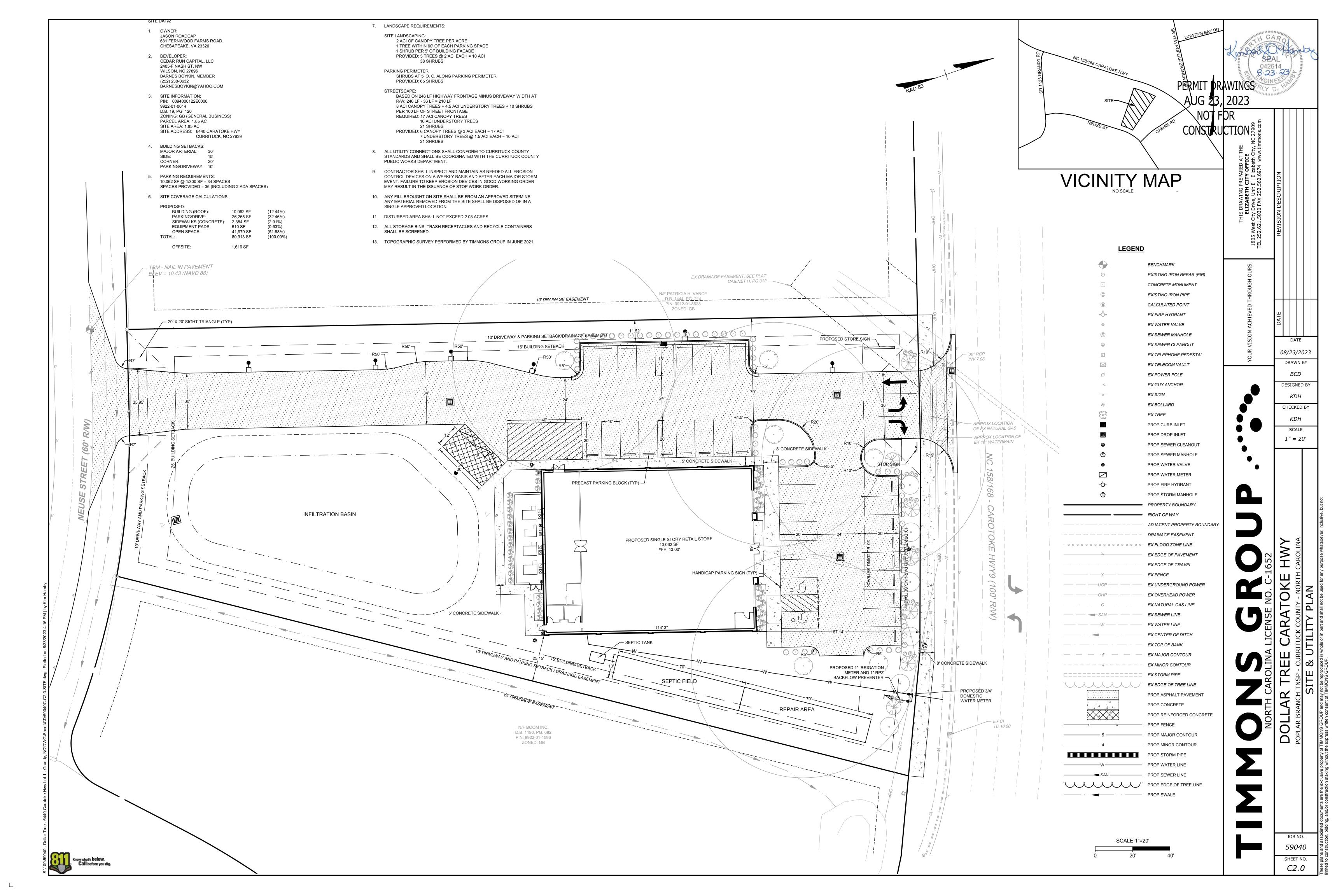
RIDDOOD ROOMIORGIZWKDAUDH GEWKOHW WROORCHIRRW RUIZWKOUD.OT **CUHD/R OHWWARQRAHVIXQUHPOHRA** SHDZWKDRG&WGHWRHMH #CH STHDZWK&GRHG)ORG&WOGHWR AMH 6H1RWH/ +QH; 8URW 6FWLRQ/ZWK\$DQO 8KDTH LWKKW %DAHORTGOHNDWLRQ % SHDR & CHWHURCHG) ORCEDUG SKOOCHD SOYHUW RUGWRURFEU SCOOL SECUTION RECEDURE SUFEY SEDWID ZUDAHW SOMOLOH ЯРОМО 70ГОЛНО МОНО РЕСОНОМ ГОТОН WWXUH8ROB_WLRQ/\$DDDD 8ROOHIDRG-EDUG +RCH; SHOR DOLED DRECEDUG RLLWDO DWD \$70LO DEDH DAYLI GUIDH CHADALRO L'EWDO DWD \$70, ODED H HILLI AMHENIRU DREZDO -XULVALFWLRQ%ROEDJ **ACURUDSACE) HDWXUH JRLOH/MAPCA SHIND DIRECTOR** LWK%RUFBWK LPW R 6WG (IHFWLYH) () 6 (1997) 1973 (TBL (1981) 558) 558) (SB 0.00 (TE) 9 198372 408372

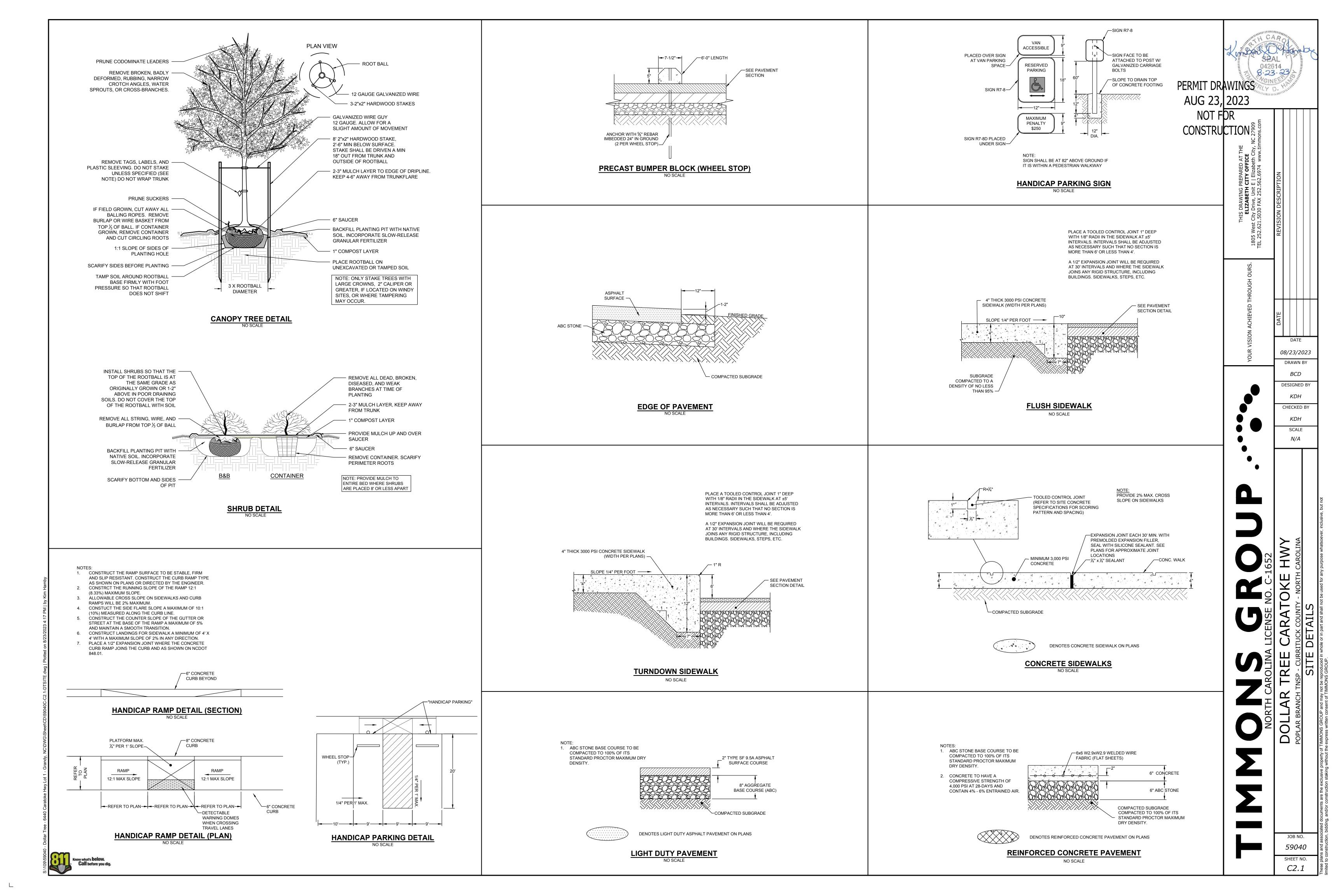
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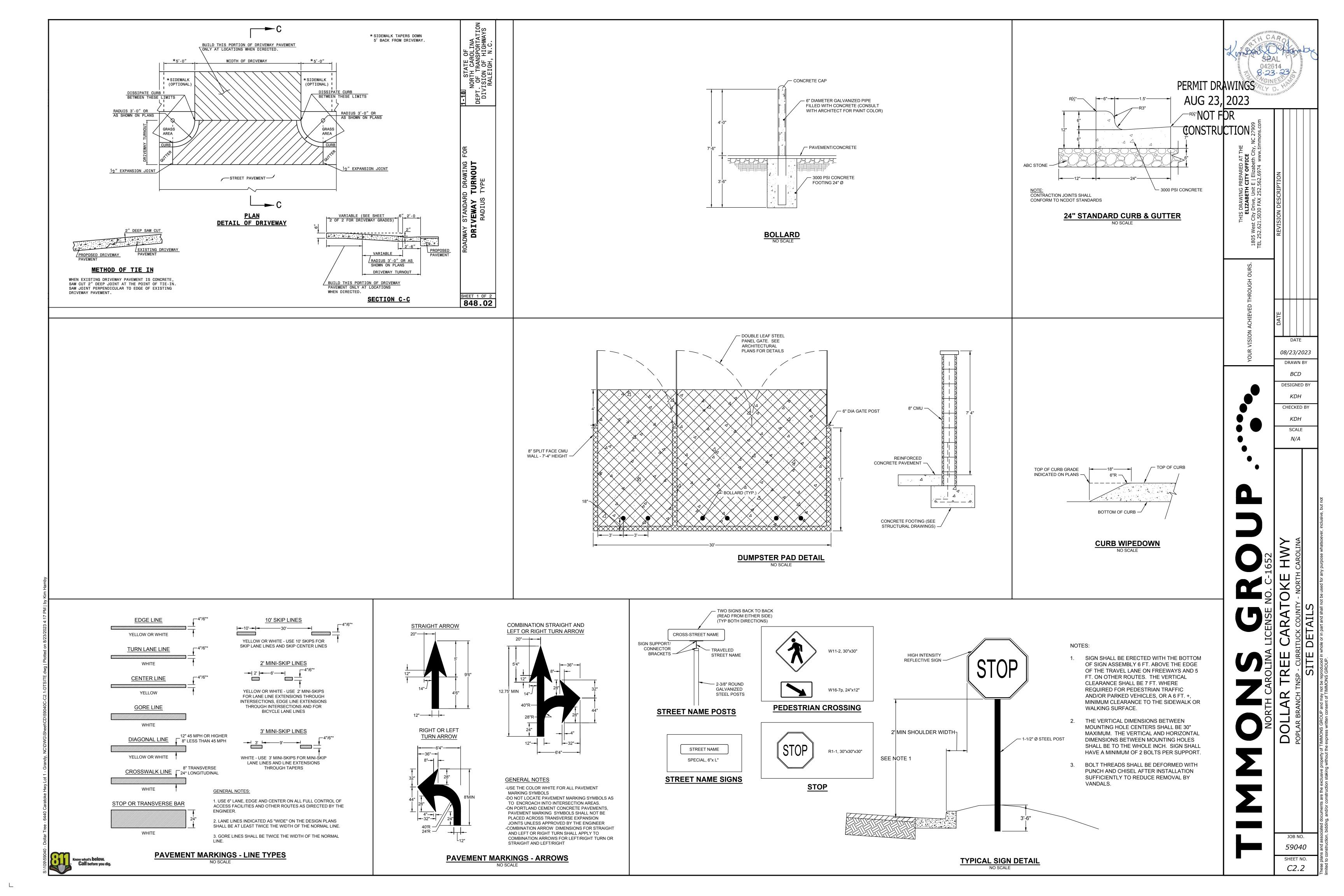
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DWMRULWDWLYHYZEYHUYLHY SIRYLGGGGG TAY BE
ZV HRUWHGRO, DW, 'S)
UHOHWY RCOLY KU TROTHOW VARHIKOW WKWK V GOWHDOS
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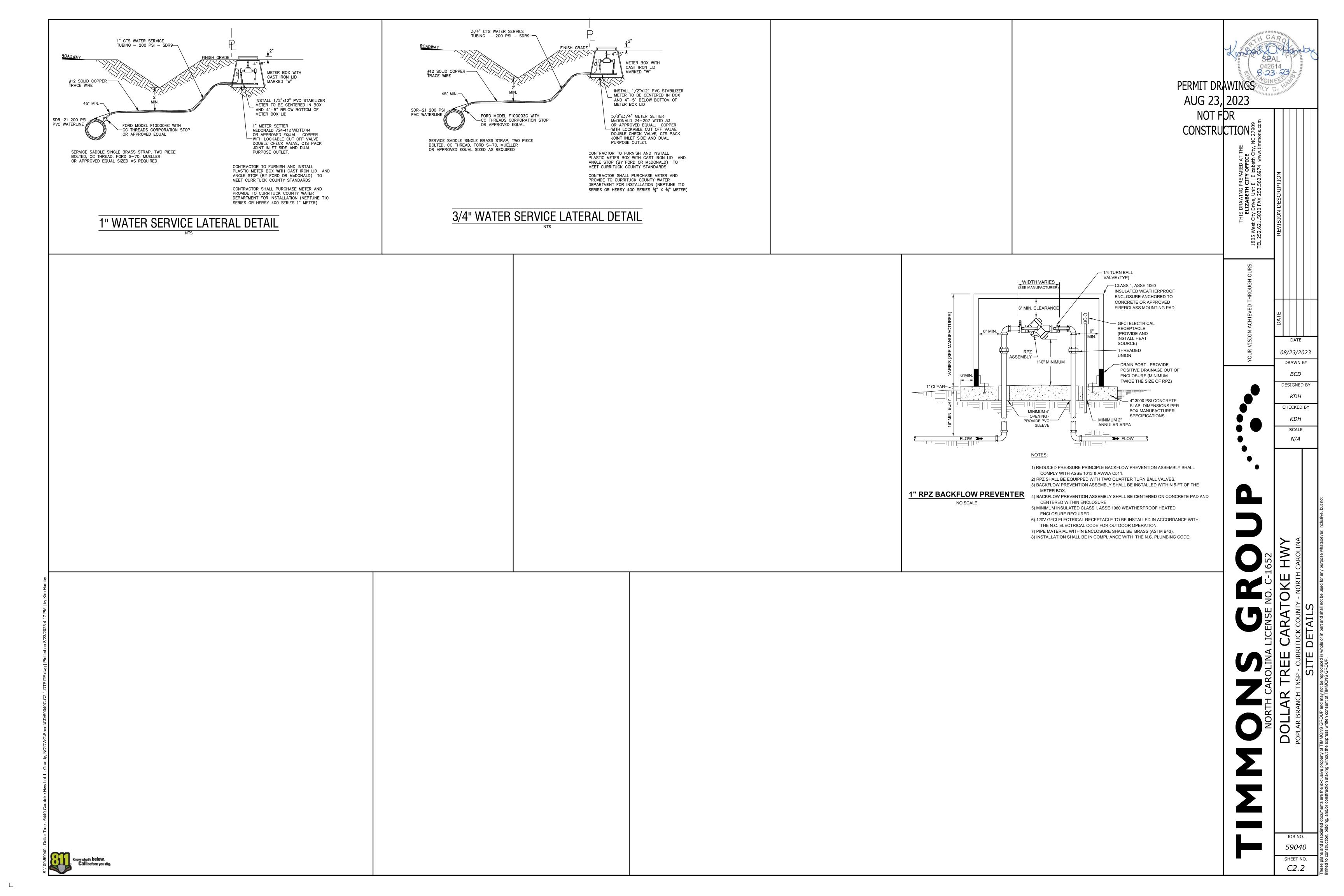
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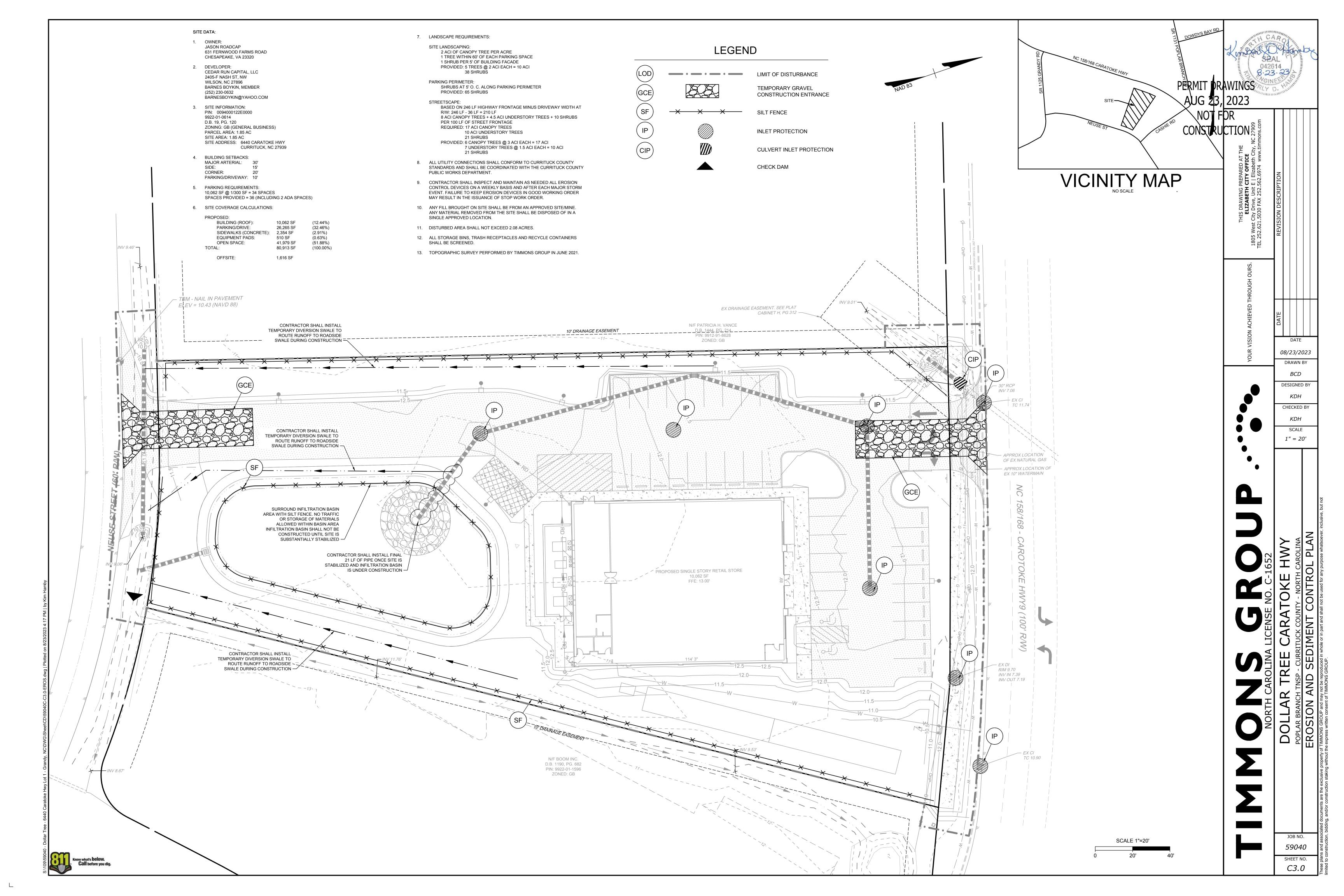


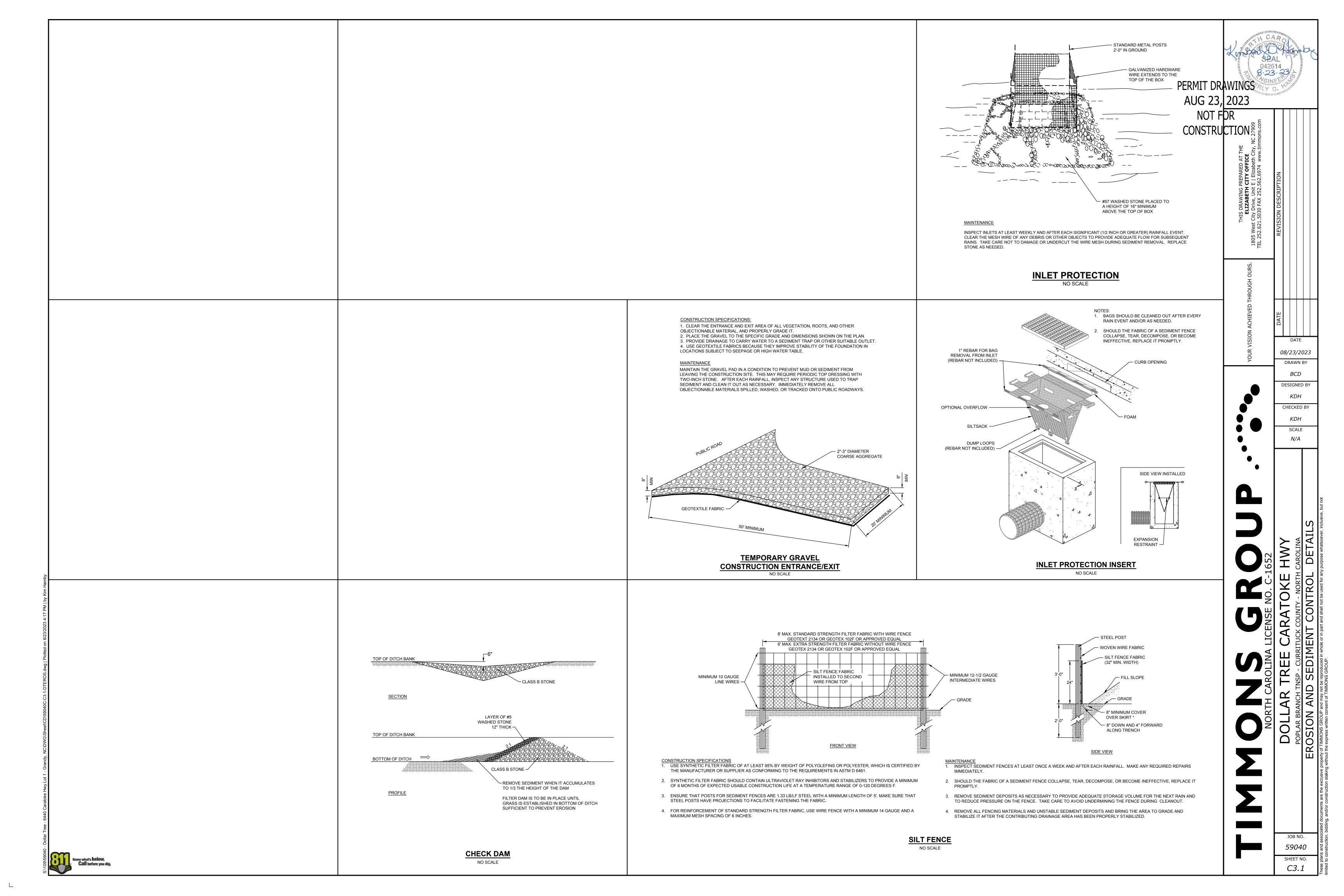












GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMI

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

| Required Ground Stabilization Timeframes | | | | | | |
|---|--|----------------------|--|--|--|--|
| Site Area Description Site Area Description Gays after ceasing land disturbance | | Timeframe variations | | | | |
| (a) | Perimeter dikes, swales, ditches, and perimeter slopes | 7 | None | | | |
| (b) | High Quality Water (HQW) Zones | 7 | None | | | |
| (c) | Slopes steeper than 3:1 | 7 | If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed | | | |
| (d) | Slopes 3:1 to 4:1 | 14 | -7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed | | | |
| (e) | Areas with slopes flatter than 4:1 | 14 | -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope | | | |

practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

| Temporary Stabilization | Permanent Stabilization |
|--|--|
| Temporary grass seed covered with straw or other mulches and tackifiers | Permanent grass seed covered with straw or other mulches and tackifiers |
| Hydroseeding | Geotextile fabrics such as permanent soil |
| Rolled erosion control products with or | reinforcement matting |
| without temporary grass seed | Hydroseeding |

- without temporary grass seed
- Appropriately applied straw or other mulch
 Shrubs or other permanent plantings covered Plastic sheeting with mulch Uniform and evenly distributed ground cove
- Rolled erosion control products with grass seed POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

or surrounded by secondary containment structures.

- Select flocculants that are appropriate for the soils being exposed during construction, selecting from the NC DWR List of Approved PAMS/Flocculants.
- Apply flocculants at or before the inlets to Erosion and Sediment Control Measures. Apply flocculants at the concentrations specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions.
- Provide ponding area for containment of treated Stormwater before discharging Store flocculants in leak-proof containers that are kept under storm-resistant cover

- **EQUIPMENT AND VEHICLE MAINTENANCE**
- Maintain vehicles and equipment to prevent discharge of fluids. Provide drip pans under any stored equipment.
- Identify leaks and repair as soon as feasible, or remove leaking equipment from the
- Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
- Remove leaking vehicles and construction equipment from service until the problem has been corrected. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

- Never bury or burn waste. Place litter and debris in approved waste containers. Provide a sufficient number and size of waste containers (e.g dumpster, trash
- receptacle) on site to contain construction and domestic wastes. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.

Cover waste containers at the end of each workday and before storm events or

- provide secondary containment. Repair or replace damaged waste containers. Anchor all lightweight items in waste containers during times of high winds.
- Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow. B. Dispose waste off-site at an approved disposal facility.

9. On business days, clean up and dispose of waste in designated waste containers.

- PAINT AND OTHER LIQUID WASTI Do not dump paint and other liquid waste into storm drains, streams or wetlands. Locate paint washouts at least 50 feet away from storm drain inlets and surface
- waters unless no other alternatives are reasonably available. Contain liquid wastes in a controlled area.
- I. Containment must be labeled, sized and placed appropriately for the needs of site. 5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

- Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
- Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas. Monitor portable toilets for leaking and properly dispose of any leaked material.
- Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit

EARTHEN STOCKPILE MANAGEMENT

*Approximately 360 Staples per 7.5' Roll &

- Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably
- Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile
- Provide stable stone access point when feasible. Stabilize stockpile within the timeframes provided on this sheet and in accordance

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



e. The concrete vashbut structures shall be maintained when the Liquid and/or solid reaches 75% of the structures SCINCRETE VASHBUT STRUCTURE NEEDS TO BE CLEARY HARRED VIT SIGNAGE HOTING DEVICE.

- Do not discharge concrete or cement slurry from the site. Dispose of, or recycle settled, hardened concrete residue in accordance with local
- and state solid waste regulations and at an approved facility. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within
- lot perimeter silt fence. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two
- types of temporary concrete washouts provided on this detail. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or
- discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum,
- spills or overflow Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the

install protection of storm drain inlet(s) closest to the washout which could receive

- approving authority. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location. Remove leavings from the washout when at approximately 75% capacity to limit
- O At the completion of the concrete work remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

overflow events. Replace the tarp, sand bags or other temporary structural

components when no longer functional. When utilizing alternative or proprietary

- Store and apply herbicides, pesticides and rodenticides in accordance with label Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of
- accidental poisoning. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water

EFFECTIVE: 04/01/19

or surface water. If a spill occurs, clean area immediately. Do not stockpile these materials onsite.

products, follow manufacturer's instructions.

- Create designated hazardous waste collection areas on-site. 2. Place hazardous waste containers under cover or in secondary containment.
- 3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.

3.0' + 3.0' + 3.0' + 3.0' + 3.0'

X - Denotes Staple Location

Figure E -Plan View

Figure D - Plan View

SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

| | business hours) | |
|--|---|---|
| (1) Rain gauge maintained in good working order | Daily | Daily rainfall amounts. If no daily rain gauge observations are made during weekend of holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection in needed). Days on which no rainfall occurred shall be recorded a "zero." The permittee may use another rain-monitoring device approved by the Division. |
| (2) E&SC Measures | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | Identification of the measures inspected, Date and time of the inspection, Name of the person performing the inspection, Indication of whether the measures were operating properly, Description of maintenance needs for the measure, Description, evidence, and date of corrective actions taken. |
| (3) Stormwater discharge outfalls (SDOs) | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | Identification of the discharge outfalls inspected, Date and time of the inspection, Name of the person performing the inspection, Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration, Indication of visible sediment leaving the site, Description, evidence, and date of corrective actions taken. |
| (4) Perimeter of site | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits, 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases. |
| (5) Streams or wetlands onsite or offsite (where accessible) | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit. |
| (6) Ground stabilization measures | After each phase of grading | The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible. |

SELF-INSPECTION, RECORDKEEPING AND REPORTING

L. E&SC Plan Documentation

Item to Document

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

Documentation Requirements

| recit to botalient | Documentation Reguliernents |
|---|---|
| (a) Each E&SC measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC plan. | Initial and date each E&SC measure on a copy of the approved E&SC plan or complete, date and sign an inspection report that lists each E&SC measure shown on the approved E&SC plan. This documentation is required upon the initial installation of the E&SC measures or if the E&SC measures are modified after initial installation. |
| (b) A phase of grading has been completed. | Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate completion of the construction phase. |
| (c) Ground cover is located and installed in accordance with the approved E&SC plan. | Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications. |
| (d) The maintenance and repair requirements for all E&SC measures have been performed. | Complete, date and sign an inspection report. |
| (e) Corrective actions have been taken to E&SC measures. | Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate the completion of the corrective action. |

Division provides a site-specific exemption based on unique site conditions that make this requirement not practical: (a) This General Permit as well as the Certificate of Coverage, after it is received.

site and available for inspectors at all times during normal business hours, unless the

(b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

3. Documentation to be Retained for Three Years All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

PART II, SECTION G, ITEM (4) DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down

for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

- (a) The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items.
- (b) The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit, (c) Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include
- properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems,
- (d) Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in Item (c) above, (e) Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
- (f) Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. Occurrences that Must be Reported Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if: They are 25 gallons or more,

They are less than 25 gallons but cannot be cleaned up within 24 hours

 They cause sheen on surface waters (regardless of volume), or • They are within 100 feet of surface waters (regardless of volume).

(c) Releases of hazardous substances in excess of reportable quantities under Section : of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA

(d) Anticipated bypasses and unanticipated bypasses.

(Ref: 40 CFR 302.4) or G.S. 143-215.85.

(e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800)

Reporting Timeframes (After Discovery) and Other Requirements

(a) Visible sediment • Within 24 hours, an oral or electronic notification Within 7 calendar days, a report that contains a description of the deposition in a stream or wetland sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. If the stream is named on the NC 303(d) list as impaired for sedimentrelated causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions. (b) Oil spills and Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and release of hazardous location of the spill or release. substances per Item 1(b)-(c) above (c) Anticipated A report at least ten days before the date of the bypass, if possible bypasses [40 CFR The report shall include an evaluation of the anticipated quality and 122.41(m)(3)] effect of the bypass. (d) Unanticipated

Within 24 hours, an oral or electronic notification bypasses [40 CFR Within 7 calendar days, a report that includes an evaluation of the 122.41(m)(3)] quality and effect of the bypass (e) Noncompliano Within 24 hours, an oral or electronic notification with the conditions Within 7 calendar days, a report that contains a description of the of this permit that

noncompliance, and its causes; the period of noncompliance, may endanger including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to environment[40 continue; and steps taken or planned to reduce, eliminate, and CFR 122.41(I)(7)] prevent reoccurrence of the noncompliance. [40 CFR 122.41(I)(6). Division staff may waive the requirement for a written report on a case-by-case basis

> NORTH CAROLINA Environmental Quality

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/1

10 LBS/ACRE

Channel Installation **Instructions EXCEL CS-3**

sufficient to restrain erosion

Structural methods such as concrete, asphalt or

Step 1 - Site Preparation

Prepare site to design profile and grade. Remove debris, rocks, clods, etc.. Ground surface should be smooth prior to installation to ensure blanket remains in contact with slope.

Seeding of site should be conducted to design requirements or to follow local or state seeding

Step 2 - Seeding

requirements as necessary.

Step 3 - Staple Selection At a minimum, 6" long by 1" crown, 11 gauge staples are to be used to secure the blanket to the ground

surface. Installation in rocky, sandy or other loose

soil may require longer staples. Step 4 - Excavate Anchor Trench and Secure

Excavate a trench along the top of the channel side slopes and the upstream terminal end of the channel to secure the edges of the blanket. The trench should run along the length and width of the installation, be 6" wide and 6" deep. Staple blanket along bottom of trench, fill with compacted soil, overlap blanket towards toe of slope and secure with row of staples (shown in Figures A, E and F).

Step 5 - Secure Body of Blanket

Roll blanket down slope from anchor trench. Staple body of blanket following the pattern shown in Figure D. Leave end of blanket unstapled to allow for overlap shown in Figure B. Place downstream blanket underneath upstream blanket to from shingle pattern. Staple seam as shown in Figure E. Secure downstream blanket with stapling pattern shown in Figure D. Stapling pattern shown in Figure D reflects minimum staples to be used. More staples may be required to ensure blanket is sufficiently secured to

in contact with soil surface over the entire area of

blanket. Further, critical points require additional

staples. Critical points are identified in Figure G. **Step 6 - Continue Along Slope - Complete**

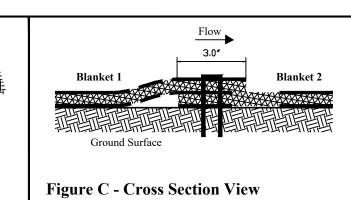
Overlap adjacent blankets as shown in Figure C and repeat Step 5. Secure toe of slope using stapling pattern shown in Figure E. Secure edges of installation by stapling at 1.5' intervals along the

terminal edge. Document # WE EXCEL CS3 CII

720 Staples per 15' Roll Required - Drawings Not to Scale 15' Wide Blanket Shown Figure B/ Figure (Figure D

Figure A

Figure B - Profile View



Product Application/Equivalency Specifications

3. Listing within AASHTO NTPEP database.

Excel CS-3 is produced by Western Excelsior and consists of an extended term Rolled Erosion resist mowers and foot traffic and to ensure blanket is | Control Product (RECP) comprised of a coconut/straw blend matrix mechanically (stitch) bound between two, UV stabilized, photodegradable synthetic nets (top and bottom). The expected longevity of Excel CS-3 is approximately 24 months (actual longevity dependent on field and climatic conditions). Excel CS-3 is manufactured to include physical properties sufficient to provide | Figure F - Profile View the intended longevity and performance. Product specifications may be found on document WE EXCEL CS3 SPEC and performance information may be found on document WE EXCEL CS3 PERF. All documents are available from Western Excelsior Technical Support

> identical criteria as Excel CS-3 as follows: Consist of a coconut/straw blend matrix mechanically (stitch) bound between two, synthetic, UV stabilized photodegradable nets.

2. Sufficient tensile strength, thickness and coverage to maintain integrity during installation and ensure material performance.

 Crest of Slope Crest of Slope or www.westernexcelsior.com. Additional to above, equivalent products to Excel CS-3 must meet Figure G - Critical Points

≺ - Denotes Staple Location

SEEDBED PREPARATION

- CONSTRUCTION SPECIFICATIONS 1. PREPARE SOIL AS NECESSARY TO ESTABLISH AN ADEQUATE SEEDBED FOR RECEIVING SEED USING
- TILLAGE AND/OR REMOVAL OF DEBRIS (ROCKS, ROOTS, OBSTRUCTIONS). CHISEL COMPACTED AREAS AND SPREAD TOPSOIL 3 INCHES DEEP OVER ADVERSE SOIL CONDITIONS, IF AVAILABLE. 2. SOIL SHALL RECEIVE LIME, FERTILIZER, AND/OR SUPERPHOSPHATE UNIFORMLY AS NEEDED PER
- RECOMMENDATIONS FROM NORTH CAROLINA DEPARTMENT OF AGRICULTURE OR OTHER COMMERCIAL LABORATORY
- 3. SEED ON A FRESHLY PREPARED SEEDBED AND ENSURE SEED IS LIGHTLY COVERED FOLLOWING INSTALLATION. 4. MULCH IMMEDIATELY AFTER SEEDING. 5. CONTRACTOR SHALL SEED ALL AREAS THAT ARE DISTURBED WITHIN TWO DAYS. INSPECT ALL SEEDED

POSSIBLE. AFTER ALL CONSTRUCTION ACTIVITIES ARE COMPLETE, AN INSPECTION WILL BE

AREAS AND MAKE SURE NECESSARY REPAIRS OR RESEEDINGS WITHIN THE PLANTING SEASON, IF

COMPLETED TO DETERMINE IF ADDITIONAL SEEDING WILL BE REQUIRED. FERTILIZER, LIME, AND MULCH SHALL BE APPLIED AT RATES RECOMMENDED BY NCDA (OR OTHERS).

AGRICULTURAL LIMESTONE - 1-1.5 TONS/ACRE ON COURSE TEXTURED SOILS AND 2-3 TONS/ACRE IN FINE-TEXTURED SOILS SOILS WITH PH OF 6 OR HIGHER NEED NOT BE LIMED.

FERTILIZER - 700/1000 LBS/ACRE (10-10-10) MULCH - 2 TONS/ACRE (SMALL GRAIN STRAW) ANCHOR - ASPHALT EMULSION AT 450 GAL/ACRE

OTHERWISE, APPLY AS DESCRIBED BELOW.

PERMANENT SEEDING SCHEDULE FOR COASTAL PLAIN

health or the

| DATE | TYPE | BROADCAST SEEDING RATES |
|-----------------|-------------------|-------------------------|
| OCT 1 - APR 1 | SERICEA LESPEDEZA | 15 LBS/ACRE |
| AUG 30 - MAR 15 | KY 31 TALL FESCUE | 200-250 LBS/ACRE |
| AUG 15 - APR 15 | RYE GRAIN | 40 LBS/ACRE |

GERMAN MILLE

TEMPORARY SEEDING SCHEDULE

| DATE | TYPE | PLANTING RATES |
|------------------------------------|--|----------------|
| DEC 1 - APR 15 | ANNUAL LESPEDEZA (KOBE IN PIEDMONT AND COASTAL PLAIN) | 50 LBS/ACRE |
| APR 15 - AUG 15 (COASTAL PLAIN) | GERMAN MILLET | 40 LBS/ACRE |
| AUG 15 - DEC 30 (COASTAL PLAIN) | RYE | 120 LBS/ACRE |

EROSION CONTROL MEASURES

THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE EROSION AND SEDIMENT CONTROL STANDARDS AND SPECIFICATIONS OF THE DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PROVIDED ON ALL AREAS OF THE SITE WHICH ALL

PROVIDE A GROUNDCOVER (TEMPORARY OR PERMANENT) ON EXPOSED SLOPES WITHIN 14 CALENDAR DAYS FROM THE LAST LAND-DISTURBING ACTIVITY FOR SLOPES 3:1 OR FLATTER AND LESS THAN 50' IN LENGTH, FOR SLOPES 4:1 OR FLATTER OF ANY LENGTH (EXCEPT FOR PERIMETERS AND HQW ZONES), AND SLOPES NO STEEPER THAN 2:1 AND LESS

PROVIDE GROUNDCOVER (TEMPORARY OR PERMANENT) ON EXPOSED SLOPES WITHIN 7 CALENDAR DAYS FOR SLOPES

ZONES, AND PERIMETER DIKES, SWALES, DITCHES AND SLOPES. PROVIDE GROUNDCOVER (TEMPORARY OR PERMANENT) ON ALL EXPOSED SLOPES WITH IN 21 CALENDAR DAYS FOLLOWING COMPLETION OF ANY PHASE OF GRADING; AND, A PERMANENT GROUNDCOVER FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT

STEEPER THAN 3:1 OR SLOPES 3:1 OR FLATTER GREATER THAN 50' IN LENGTH, FOR HIGH QUALITY WATER (HWQ)

THE CONTROL MEASURES SHALL BEGIN PRIOR TO ANY LAND DISTURBING ACTIVITY INCLUDING CLEARING: SHALL CONTINUE DURING CONSTRUCTION AND SHALL CONTINUE WITH THE NECESSARY MAINTENANCE UNTIL THE DISTURBED LAND IS STABILIZED. COMPLIANCE WITH LOCAL AND/OR STATE SOIL EROSION AND SEDIMENTATION CONTROL LAWS SHALL BE THE ENTIRE RESPONSIBILITY OF THE CONTRACTOR. THIS PARAGRAPH IS INTENDED TO SERVE ONLY AS A GUIDE TO THE CONTRACTOR FOR COMPLIANCE WITH SUCH LAWS. ORDERS, RULES AND REGULATIONS CONCERNING EROSION AND SEDIMENTATION CONTROL PROTECTION OF EXISTING STRUCTURES AND FACILITIES FROM SEDIMENTATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ITEMS TO BE PROTECTED SHALL INCLUDE. BUT ARE NOT LIMITED TO, CATCH BASINS, NATURAL WATERWAYS, DRAINAGE DITCHES, WALKS, DRIVES, ROADS, LAWNS, AND STREAMS.

INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE PADS. (SEE DETAIL)

INSTALL EROSION CONTROL DEVICES AT SITE DISCHARGE POINTS AND ALL SILT FENCE TO PREVENT OFF SITE SEDIMENTATION AND TO PROTECT INFILTRATION BASIN AREA.

INSTALL UTILITIES AND STORMWATER DRAINAGE AND GRADE SITE

INSTALL THE REMAINING SEDIMENT AND EROSION CONTROL PROTECTION.

INSTALL THE STONE BASE, CURB AND GUTTER AND ASPHALT FOR THE PROPOSED PARKING

CONSTRUCT INFILTRATION BASIN.

APR 15 - AUG 15

PROVIDE GROUNDCOVER IN ACCORDANCE WITH DETAIL MARKED 'EROSION CONTROL MEASURES', THIS SHEET.

MONITOR AND MAINTAIN THE INSTALLED EROSION CONTROL MEASURES AND REPAIR AS NECESSARY.

ONCE VEGETATION IS ESTABLISHED, REMOVE ANY REMAINING CONTROL DEVICES.

CONSTRUCTION SEQUENCING

ELIZABETH

y Drive, Unit

08/23/2023

BCD

DESIGNED BY

KDH

CHECKED BY

KDH

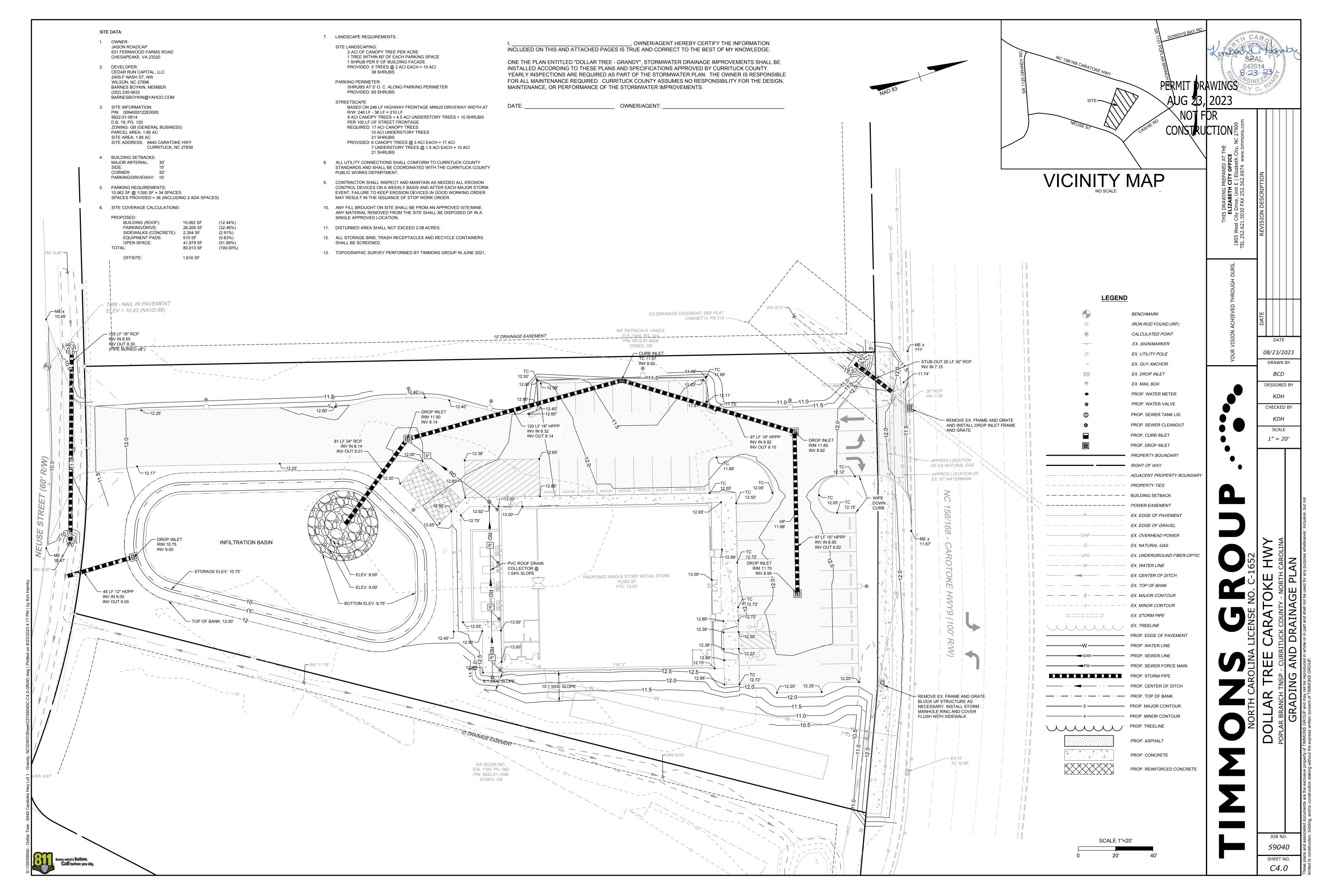
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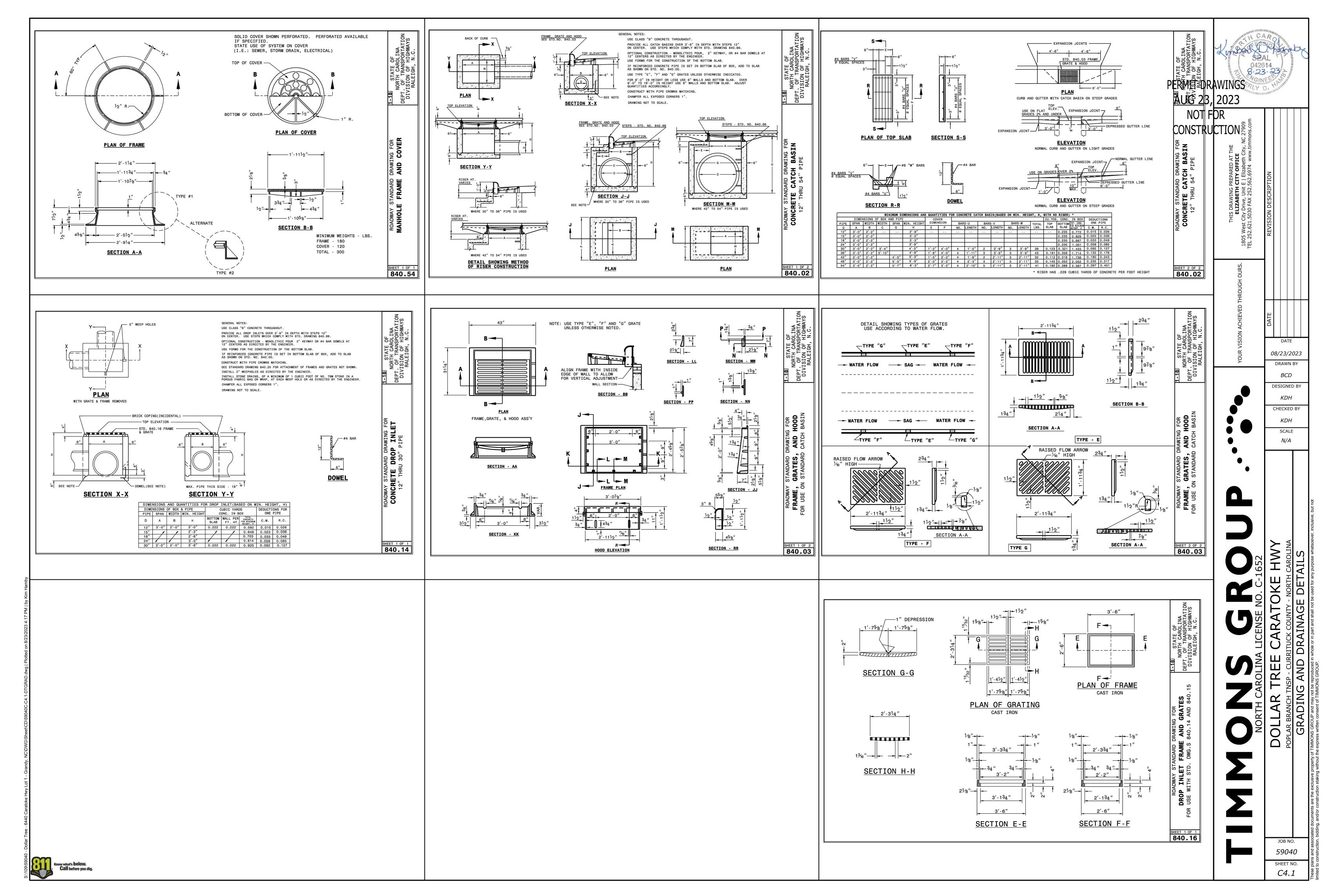




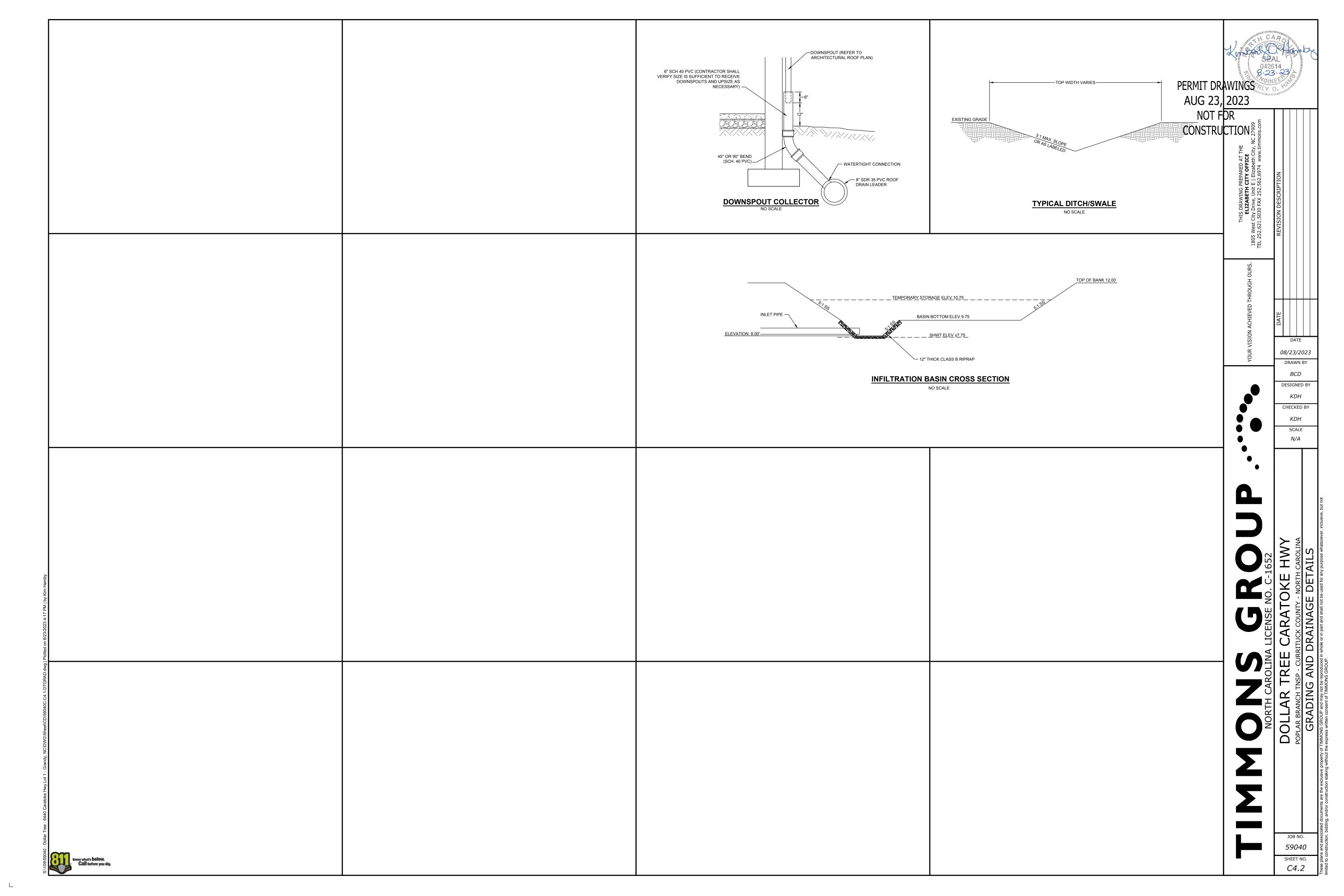
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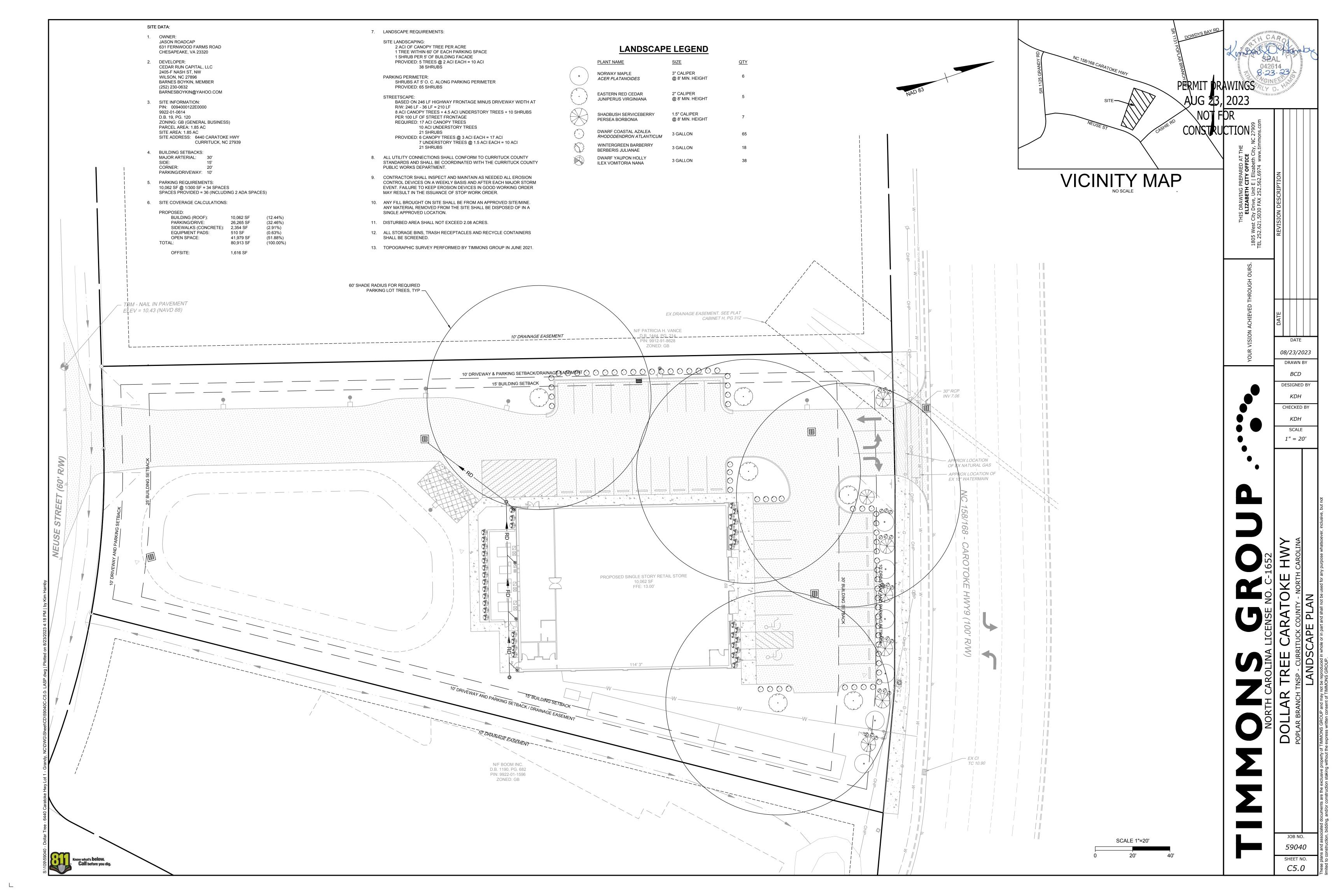


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AGREEMENT FOR PURCHASE AND SALE OF LAND

| | of REALTOR | S® | | | | | | | | |
|--------------|--|---|--|---|---|---|--|--|--|---|
| THIS | AGREEMENT, including | ing any and | | | | | by and between | en | | |
| a(n) | | NC LLC | | | "Buyer"), a | | | | | , |
| | (individual or State of | formation | and type of | entity) Jason R. Roa | ndean | | | | | |
| a(n) | i | ndividual | | | "Seller"). | | | | | , |
| () | (individual or State of | | and type of | | Z | | | | | |
| as Buy | E: If the Buyer or Sello yer or Seller in this Ag tion of the entity.) | | | | | | | | | |
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| | Plat Reference: Lot(s) H at Pag | e(s) | 1 312 ,_ | , Block or Se | ection Currituck | | County, cor | as shown on sisting of | on Plat Book 1.85 | or Slide _ acres. |
| | If this box is che herewith by refer | | operty" shall | mean that p | roperty des | cribed on | Exhibit A at | tached her | reto and inco | rporated |
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| | | The | Earnest | Money | shall | be | deposited | in | escrow | with |
| | | | | Page 1 | of 9 | | | | | |
| REALTO | This form jointly ap North Carolina Bar Ro North Carolina Asso | Associatio | n's Real Pro | operty Section | | | | STANDA | | 580L-T d 7/2022 7/2022 |

Buyer Initials

Fax: 252-338-5642

Cedar Run Capital

Seller Initials

| | Rich Company Trust Account (name of person/entity with whom |
|---|---|
| | deposited- "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 Identification 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. |
| \$ | (ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of Dollars |
| | being payable over a term of |
| \$ | (iii) <u>Cash</u> , balance of Purchase Price, at Closing in the amount of |
| with the transaction contempla obtaining or closing any loan that the Examination Period whether to proceed with or to | |
| | the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or Within thirty (30) days of the Expiration of the Examination Period |
| Buyer Initials | Seller Initials Seller Initials 3/3/13/23 ASSIMED Revised 7/2022 |

| (d) | "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller. |
|--|--|
| (e) | "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on One Hundred Thirty - Five (135) days after contract date |
| | TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD. |
| (f) | "Broker(s)" shall mean: |
| | Sun Realty of Nags Head/Harbin ("Listing Agency"), |
| | Suzie Sullivan Rainwater ("Listing Agent" - License # 188897) |
| | Acting as: X Seller's Agent; and Rich Company ("Selling Agency"), |
| | and Rich Company ("Selling Agency"), Alexander Rich ("Selling Agent" - License # 261159) |
| | Acting as: X Buyer's Agent; Seller's (Sub) Agent; Dual Agent |
| (g) | "Seller's Notice Address" shall be as follows: 631 Fernwood Farms Road□ |
| | Chesapeake VA 23320 |
| | e-mail address: fax number: |
| | except as same may be changed pursuant to Section 12. |
| (h) | "Buyer's Notice Address" shall be as follows: 2405 W Nash Street, Suite F□ |
| | Wilson NC 27896 252-399-1964 |
| | e-mail address: fax number: |
| | except as same may be changed pursuant to Section 12. |
| X (i) | 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.) |
| (j) | If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference. |
| (k) | If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference. |
| Section Purchase | 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the e Price. |
| leases, r applical necessar required payment in conne | 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), ents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, and/or Exhibit C, as ble, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents by to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for to proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association ection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 and the following: |
| undertak future u for Buye | hall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations are by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's see and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges er's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant nee, and the following: |
| | |
| Each pa | Try shall pay its own attorney's fees. Buyer Initials Seller Initials Seller Initials Seller Initials Seller Initials Osciler Initials Seller Initials Osciler Initial |

| Deferred/Rollback Taxes: Buyer intends to continue does not intend to continue the existing present use valuation property tax |
|---|
| deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax |
| deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing |
| present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property. |
| taxes applicable to the Property. |
| If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, Seller |
| Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property |

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: information regarding matters detailed on Form 502- Land Information Worksheet, 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 after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

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) <u>Title Examination</u>: 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) <u>Same Condition</u>: 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 investigating matters such as those detailed on Form 502-Land Information Worksheet, conducting timber cruises, and examining 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(a) 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):

| | X If this | box is | checked, | Seller | affirmatively | represents | and | warrants | that | there | are | no | Leases | (as | hereinafter | defined) |
|-----------|--------------|--------|----------|--------|---------------|------------|-----|----------|------|-------|-----|----|--------|-----|-------------|----------|
| affection | ng the Prope | erty. | | | | | | | | | | | | | | |

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**;
 - (b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 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 Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. 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) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such 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 such assignment of 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, 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/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property 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 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 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, 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,



STANDARD FORM 580L-T Revised 7/2022 © 7/2022 registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) 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(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) 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) <u>Seller Knowledge/Assessments:</u> 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; (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 or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) 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.

- (b) <u>Compliance</u>: 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) <u>Owners' Association</u>: 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



STANDARD FORM 580L-T Revised 7/2022 © 7/2022 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(f) 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.

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: | SELLER: |
|---|--|
| Individual | Individual Jason R Roadcap dottoop verified 03/13/23 4:55 PM EDT XYVQ-UUXP-F7UF-MQHT |
| N/A | Jason R. Roadcap |
| Date: | Date: |
| N/A | N/A |
| Date: | Date: |
| Business Entity | Business Entity |
| Cedar Run Capital, LLC | N/A |
| (Name of Entity) | (Name of Entity) |
| By: | By: |
| Name: Charles Thomas | Name: N/A |
| Title: Member | Title: N/A |
| Date:03 / 09 / 2023 | Date: |
| instructions for a different bank, branch location, account name of any funds and contact the closing agent's office immediately. To Sellers: If your proceeds will be wired, it is recommended that of the closing agent. If you are unable to attend closing, you may agent's office containing the wiring instructions. This directive documents are being prepared for you by the closing agent. At a wire instructions. The wire instructions should be verified over the ensure that they are not from a fraudulent source. Whether you are a buyer or a seller, you should call the closing agent. | ng agent's office to verify the instructions. If you receive wiring account number, they should be presumed fraudulent. Do not send you provide wiring instructions at closing in writing in the presence y be required to send an original notarized directive to the closing may be sent with the deed, lien waiver and tax forms if those minimum, you should call the closing agent's office to provide the etelephone via a call to you initiated by the closing agent's office to agent's office at a number that is independently obtained. To ensure umber in an email from the closing agent's office, your real estate |
| The undersigned hereby acknowledges receipt of the Earnest Maccordance with the terms hereof. | Money set forth herein and agrees to hold said Earnest Money in |
| | y Trust Account |
| (Name of E | scrow Agent) |
| Date: | By: |
| Escrow Agent's contact/notice information is as follows: 204 S Poindexter Street □ | |
| Elizabeth City, NC 27909 mobile number 252-256-1279 | |
| e-mail address: alexanderbrich@gmail.com | fax number: |
| except as same may be changed pursuant to Section 12. | 0. 00 |

Page 9 of 9



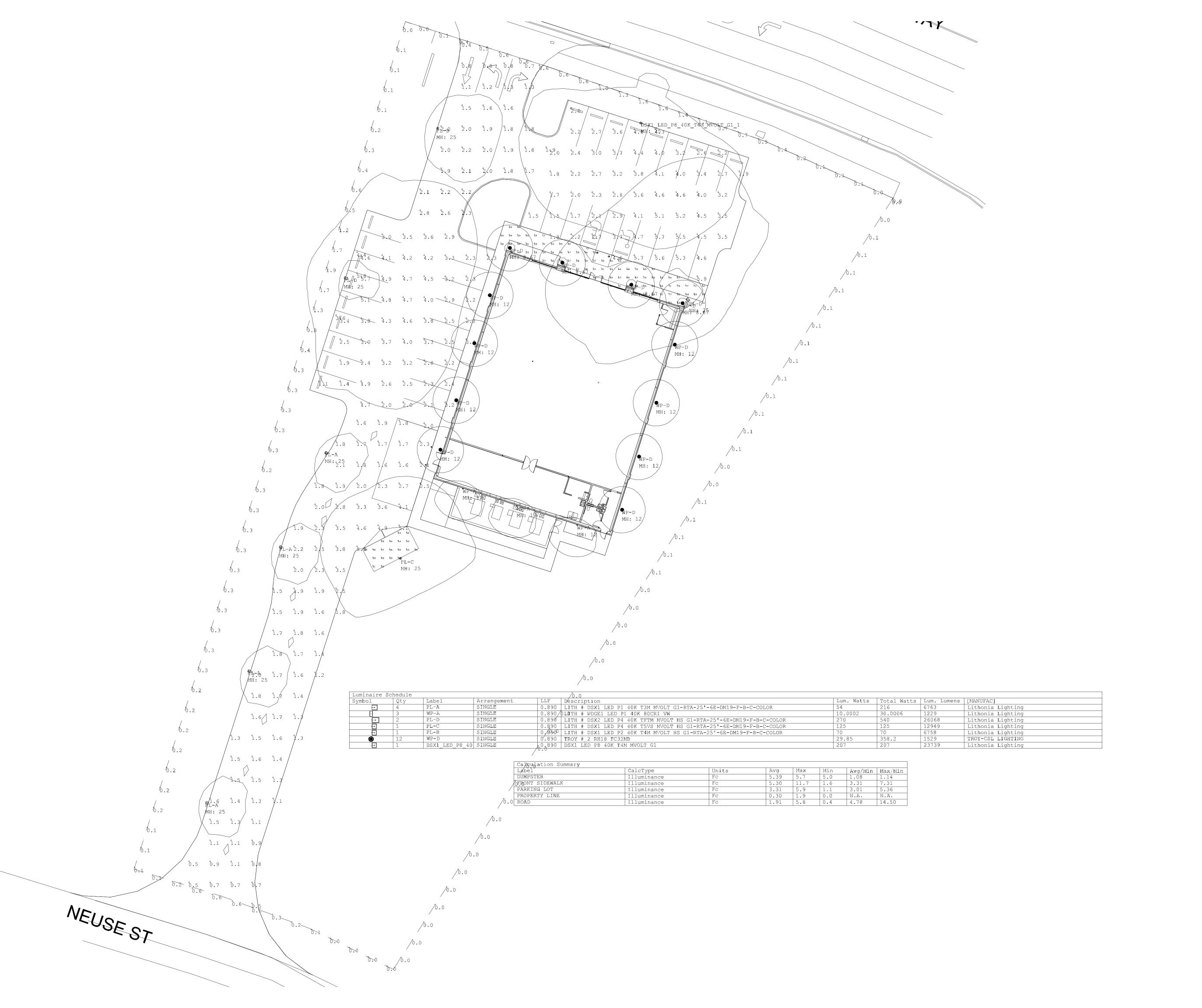
Major Site Plan

Application

| OFFICIAL USE ONLY | / : |
|-------------------|------------|
| Case Number: | |
| Date Filed: | |
| Gate Keeper: | |
| Amount Paid: | |
| | |

| APPLICANT: | | PROPERTY O | WNER: |
|--|---|--|--|
| Name: | Cedar Run Capital, LLC | Name: | Jason Roadcap |
| Address: | 2405-F Nash St. NW | Address: | 631 Fernwood Farms Rd |
| | Wilson, NC 27896 | | Chesapeake, VA 23320 |
| Telephone: | 252-230-0632 | Telephone: | |
| -Mail Addre | barnesboykin@yahoo.com | E-Mail Addre | PSS: |
| EGAL RELAT | IONSHIP OF APPLICANT TO PROPERTY | OWNER: had p | roperty under contract for purc |
| | | | |
| Property Info | | | |
| hysical Stree | et Address: 6440 Caratoke Hwy., | Currituck, NC 2 | 7939 |
| | | | |
| arcel Identif | ication Number(s):0094000122E00 | 000 | |
| |) Acreage: 1.85 | | |
| | | | Na v |
| xisting Land | Use of Property: vacant | | |
| | | | |
| equest | | | |
| | Dollar Tree - Grandy | | |
| roject Name: | Dollar Tree - Grandy | 6 | |
| roject Name: | of the Property: General Business | S e Number: DB 1 | 1364 Pg 597 |
| roject Name: roposed Use eed Book/Po | of the Property: <u>General Business</u> age Number and/or Plat Cabinet/Slide | e Number: DB 1 | 364 Pg 597 |
| roject Name: roposed Use eed Book/Po otal square fo | of the Property: <u>General Business</u> age Number and/or Plat Cabinet/Slide potage of land disturbance activity: _ | 93,574 DB 1 | |
| roject Name: roposed Use eed Book/Po otal square fo otal lot cover | of the Property: <u>General Business</u> age Number and/or Plat Cabinet/Slide cotage of land disturbance activity: _ age: 39,191 | 93,574 Total vehicula | ır use area:26,265 |
| roject Name: roposed Use eed Book/Po otal square fo otal lot cover | of the Property: <u>General Business</u> age Number and/or Plat Cabinet/Slide potage of land disturbance activity: _ | 93,574 Total vehicula | |
| roject Name: roposed Use eed Book/Po tal square fo tal lot cover isting gross f | of the Property: General Business age Number and/or Plat Cabinet/Slide potage of land disturbance activity: _ age:39,191 floor area:0 rize county officials to enter my prope | 93,574 Total vehicular Proposed grants rty for purposes of | or use area: 26,265 oss floor area: 10,062 sf f determining zoning compliance. |
| roject Name: roposed Use eed Book/Po otal square fo otal lot cover kisting gross f | of the Property: General Business age Number and/or Plat Cabinet/Slide potage of land disturbance activity: _ age:39,191 Floor area:0 | 93,574 Total vehicular Proposed grants rty for purposes of | or use area: 26,265 oss floor area: 10,062 sf f determining zoning compliance. |
| roposed Use eed Book/Po otal square fo otal lot cover kisting gross f | of the Property: General Business age Number and/or Plat Cabinet/Slide potage of land disturbance activity: _ age:39,191 floor area:0 rize county officials to enter my prope | 93,574 Total vehicular Proposed grants rty for purposes of | or use area: 26,265 oss floor area: 10,062 sf f determining zoning compliance. |

*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.





S ARCHITECTURE INTERIORS

6405 W. WILKINSON BLVD, STE. 100 BELMONT, NC 28012

HELTDESIGN.COM INFO@HELTDESIGN.COM

PROJECT NAME:

DOLLAR TREE 'RURAL' VANILLA BOX FOR

STOCKS & TAYLOR CONSTRUCTION, INC

23086 PROJECT NO:

PROJECT ADDRESS:

NC HWY 158/168 GRANDY, NC (CURRITUCK COUNTY)

SEAL:

CORPORATE ENTITY:

C.L. HELT, ARCHITECT, INC. A NORTH CAROLINA PROFESSIONAL CORPORATION DBA HELT

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| | 10. | DATE | DESCRIPTION |
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DATE:

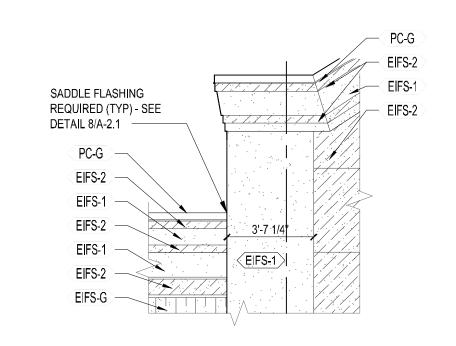
08/24/23

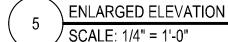
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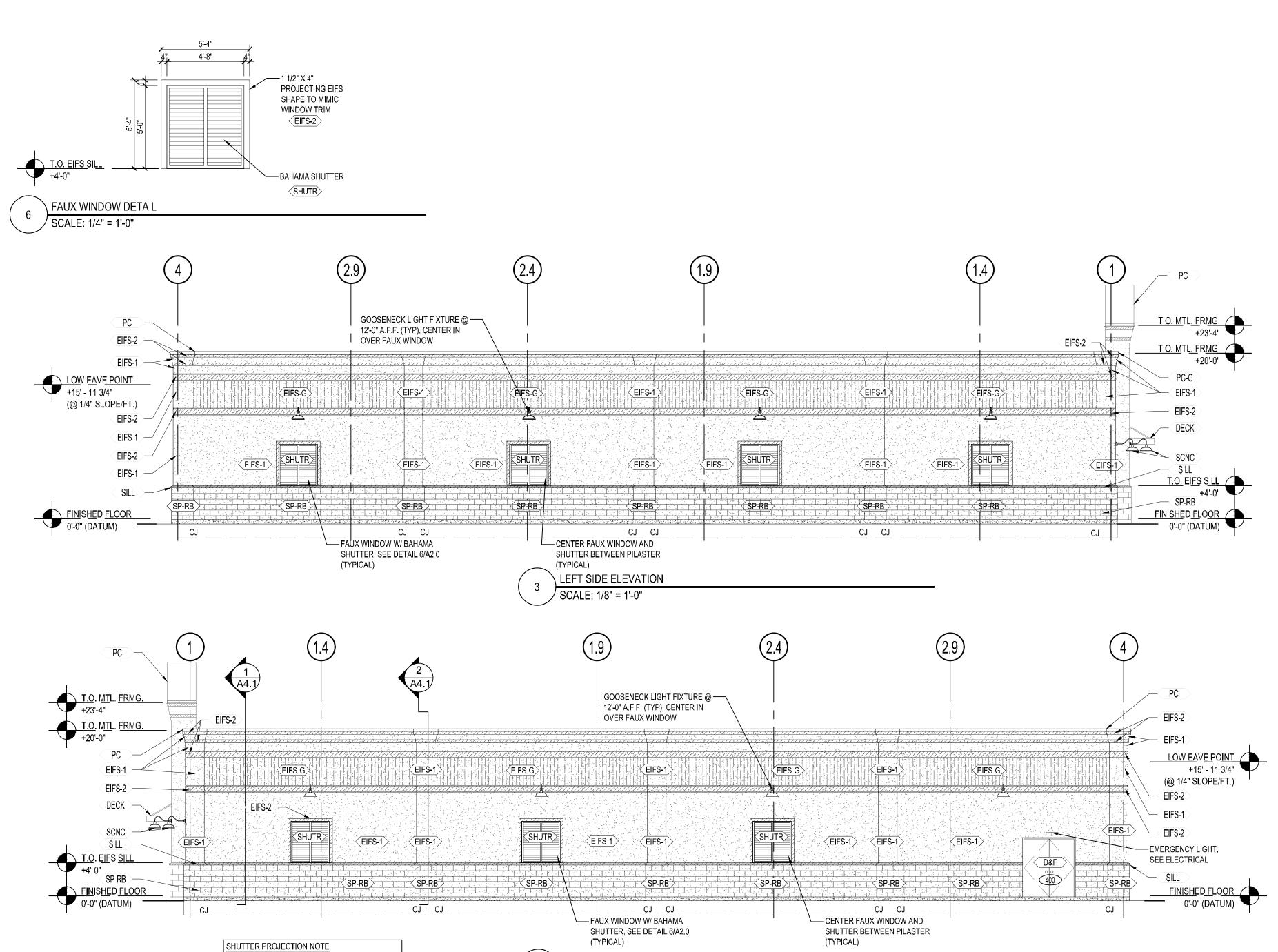
SITE LIGHTING

SHEET NUMBER:

| | | EL | EVA | TION LEGE | END | |
|-------------------|--------------------------------------|-------------------------------------|----------------------------------|---|---|--|
| KEYNOTE | <u>HATCH</u> | | DESCRIPTION | | COLOR | |
| SP-RB | | SPLIT FACED (BOND | CMU VENEER - F | RUNNING | SHERWIN WILLIAMS - 'VIRTUAL TAUPE' - SW7039 | |
| (EIFS-1) | | EIFS - COLOR 310) | 1 (FINISH - PROI | DUCT STO | STO 'SANDSTONE' 93860 (NA10-0052) | |
| EIFS-2 | | EIFS - COLOR 310) | 2 (FINISH - PROI | DUCT STO | STO 'SMOKED PUTTY' 93240 (NA10-0053) | |
| (EIFS-G) | | EIFS - ACCENT | COLOR (FINISH DLIT 130D) | 1- | SHERWIN WILLIAMS - 'ENVY' - SW6925 | |
| (PNL 1) | | | SE MBCI PBR ME DED BY METAL I | | MBCI SIGNATURE 200 - 'LIGHT STONE' | |
| RF-1 | | 3"-24 GAUGE [| OUBLE LOK ME | TAL ROOF SYSTEM | MBCI SIGNATURE 200 - 'SOLAR WHITE' | |
| SILL | SHISHHIHISHE. | 3 3/8" x 3 5/8" E DETAIL 7/A-2.1 | EIFS SILL W/ BEV | /EL - SEE | STO 'SMOKED PUTTY' 93240 (NA10-0053) | |
| \(\shu\text{TR}\) | | BAHAMA SHUT | TER | | EQUAL TO SHERWIN WILLIAMS - 'PROSPECT' - SW9615 | |
| PC | N/A | 24 GAUGE KYN BY METAL BUI | | ETAL COPING (PROVIDED | SHERWIN WILLIAMS - 'ENVY' - SW6925 | |
| DNS | N/A | | METAL DOWNS METAL BUILDIN | | MBCI SIGNATURE 200 - 'LIGHT STONE' | |
| GTR | N/A | PRE-FINISHED METAL BUILDI | | R (SIZED & PROVIDED BY | MBCI SIGNATURE 200 - 'LIGHT STONE' | |
| (DECK) | N/A | FASCIA - SUPF | PLIED & SIGN VENDOR - | IANGER ROD SUPPORTED W/ 8" - GC TO PROVIDE & INSTALL | SHERWIN WILLIAMS - 'ENVY' - SW6925 | |
| SCNC | | WALL SCONCE ELECTRICAL) | E @ 8'-8" A.F.F. (\$ | SEE | BRZ - 'DARK BRONZE' | |
| D&F | N/A | STEEL DOOR | & HOLLOW MET | AL FRAME | SHERWIN WILLIAMS 'BALANCED BEIGE' SW7037 | |
| A | STOREFRONT (REFER TO SHE | | PAINTING NO CMU - | (1) COAT OF S-W LOXON BLOCK (2) COATS OF S-W CONF | K SURFACER A24W200 (OR EQUAL). FLEX XL ELASTOMERIC HIGH BUILD | |
| 500 | DOOR NUMBER (REFER TO SHEET A1.0) | | METAL- LINTELS- | • • | (ACRYLIC SEMI-GLOSS (B42 SERIES) PER 'METAL' NOTE ABOVE WITH SHERWIN | |
| | | | | | VIAL PRO-CRYL UNIVERSAL PRIMER | |







RIGHT SIDE ELEVATION

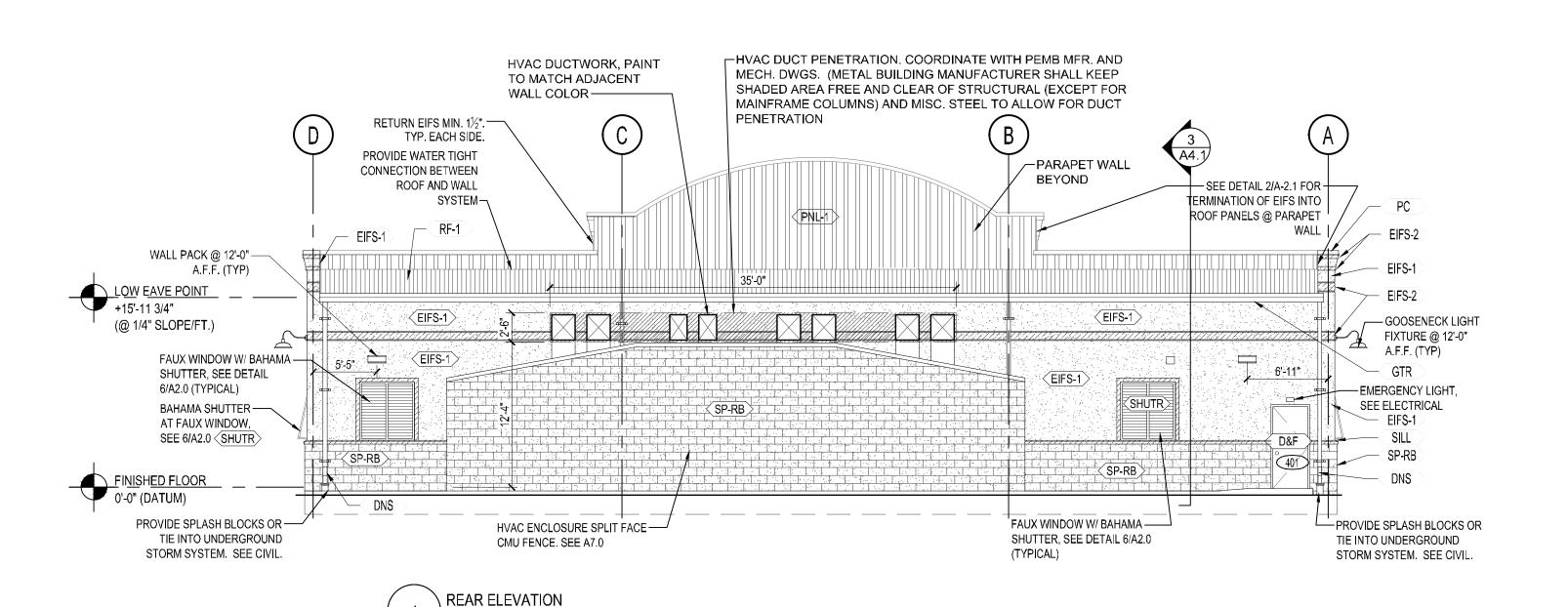
SCALE: 1/8" = 1'-0"

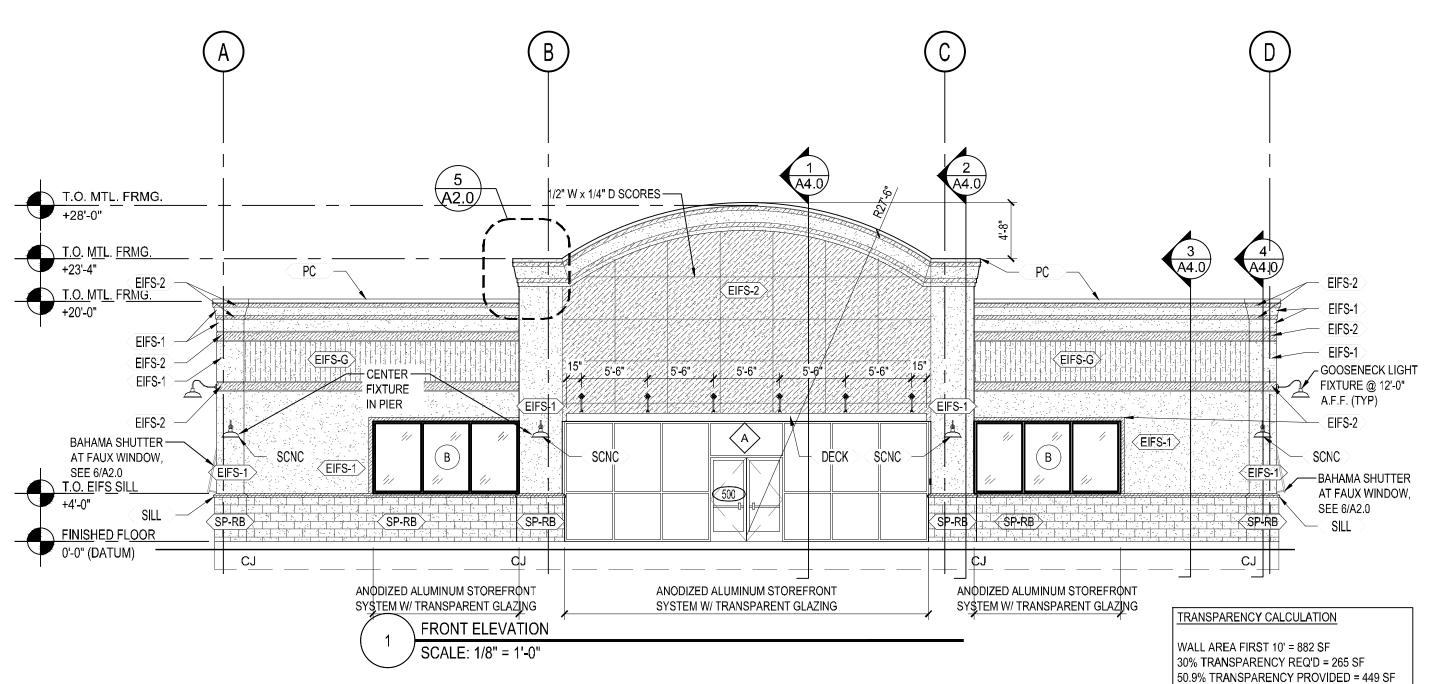
MAXIMUM SHUTTER PROJECTION INTO

SECTION 307.2 PROTRUSION LIMITS

SIDEWALK SHALL NOT EXCEED 4" PER 2009 ICC

A117.1 'ACCESSIBLE AND USABLE BUILDINGS'





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NO. DATE DESCRIPTION

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DATE:

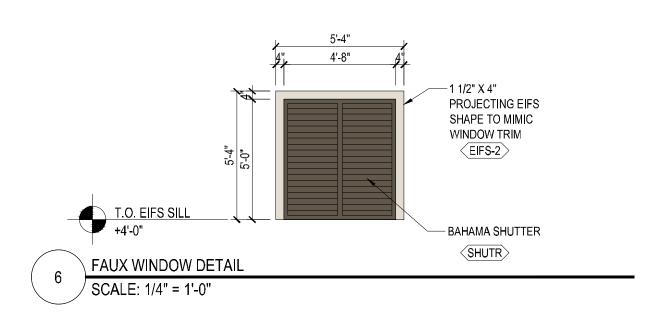
08/24/23

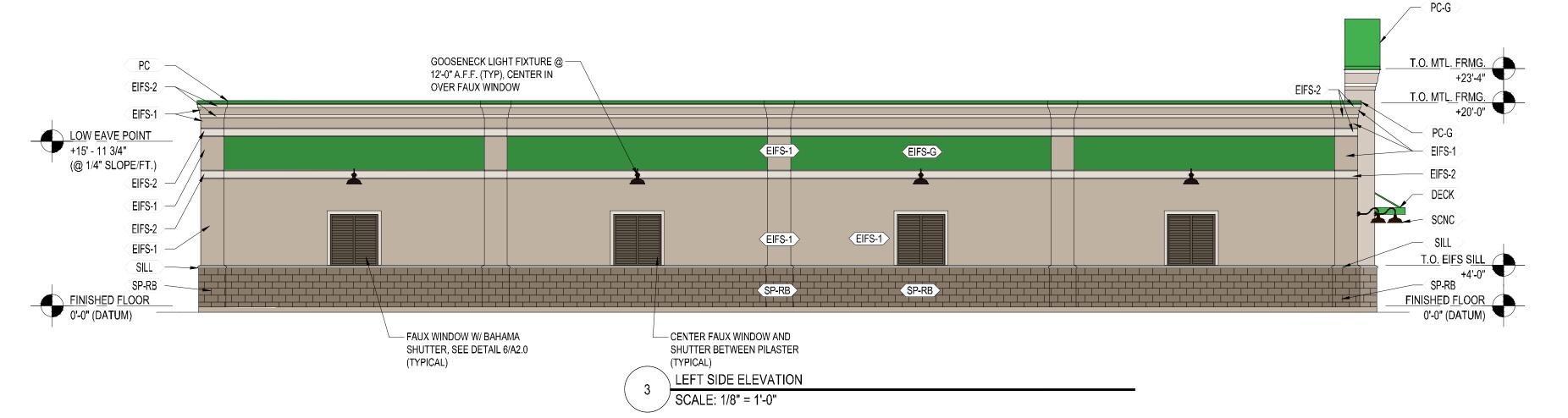
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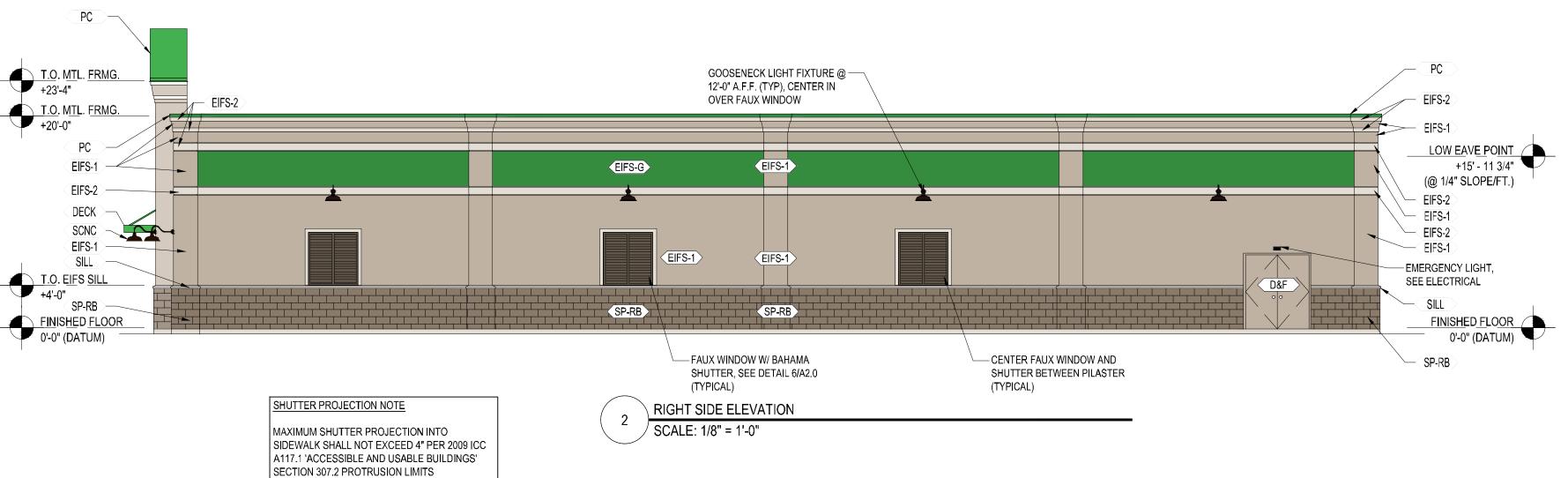
EXTERIOR ELEVATIONS

SHEET NUMBER:

| | | EL | EVATION LEGE | END |
|----------|--|-------------------------------------|--|---|
| KEYNOTE | <u>HATCH</u> | | DESCRIPTION | COLOR |
| SP-RB | | SPLIT FACED | CMU VENEER - RUNNING | SHERWIN WILLIAMS - 'VIRTUAL TAUPE' - SW7039 |
| (EIFS-1) | | EIFS - COLOR 310) | 1 (FINISH - PRODUCT STO | STO 'SANDSTONE' 93860 (NA10-0052) |
| (EIFS-2) | | EIFS - COLOR 310) | 2 (FINISH - PRODUCT STO | STO 'SMOKED PUTTY' 93240 (NA10-0053) |
| (EIFS-G) | | EIFS - ACCENT | COLOR (FINISH - DLIT 130D) | SHERWIN WILLIAMS - 'ENVY' - SW6925 |
| PNL 1 | | | SE MBCI PBR METAL WALL DED BY METAL BUILDING | MBCI SIGNATURE 200 - 'LIGHT STONE' |
| RF-1 | | 3"-24 GAUGE [| DOUBLE LOK METAL ROOF SYSTEM | MBCI SIGNATURE 200 - 'SOLAR WHITE' |
| SILL | | 3 3/8" x 3 5/8" E DETAIL 7/A-2.1 | EIFS SILL W/ BEVEL - SEE | STO 'SMOKED PUTTY' 93240 (NA10-0053) |
| SHUTR> | | BAHAMA SHU | ITER | EQUAL TO SHERWIN WILLIAMS - 'PROSPECT' - SW9615 |
| (PC) | | 24 GAUGE KYI BY METAL BUI | NAR COATED METAL COPING (PROVIDED LDING MANF.) | SHERWIN WILLIAMS - 'ENVY' - SW6925 |
| DNS | | | METAL DOWNSPOUT (SIZED & METAL BUILDING MANF.) | MBCI SIGNATURE 200 - 'LIGHT STONE' |
| GTR | | PRE-FINISHED METAL BUILDI | METAL GUTTER (SIZED & PROVIDED BY NG MANF.) | MBCI SIGNATURE 200 - 'LIGHT STONE' |
| (DECK) | | FASCIA - SUPF | SIGN VENDOR - GC TO PROVIDE & INSTALL | SHERWIN WILLIAMS - 'ENVY' - SW6925 |
| SCNC | | GOOSENECK (SEE ELECTRI | WALL SCONCE @ 8'-8" A.F.F. CAL) | BRZ - 'DARK BRONZE' |
| D&F | | STEEL DOOR | & HOLLOW METAL FRAME | SHERWIN WILLIAMS 'BALANCED BEIGE' SW7037 |
| A | STOREFRONT TYPE (REFER TO SHEET A3.0) | | (2) COATS OF S-W CON | K SURFACER A24W200 (OR EQUAL). FLEX XL ELASTOMERIC HIGH BUILD |
| 500 | DOOR NUMBER (REFER TO SHE | | LINTELS- PAINT STOREFRONT LINTELS F WILLIAMS 'BALANCED BEIGE' S | ACRYLIC SEMI-GLOSS (B42 SERIES) PER 'METAL' NOTE ABOVE WITH SHERWIN |











H E L T

D E S I G N
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DATE:

07/24/23

SHEET TITLE:

EXTERIOR
ELEVATIONS

SHEET NUMBER:

A2.0

