

NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met on Tuesday, March 2, 2021 at 9:00 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

Members present: George Wayne Aycock, Jr., Chairman; Freeman Hardison, Jr., Vice-Chairman; Barbara Aycock; Joe Daughtery; Bevan Foster; Chris Gurley; and Antonio Williams.

Members absent: None

Briefing Session

During the scheduled briefing and prior to the regularly scheduled meeting, the Board of Commissioners held an advertised briefing session to discuss the items of business on the agenda.

The briefing began at 8:00 a.m. with County Manager Craig Honeycutt reviewing the agenda.

Added to the Agenda, under New Business, was "Discussion of Proposed Sewer Rate Increase."

Staff Attorney Andrew Neal explained the leases in the Public Hearing for Corporate Hangars.

Planning Director Berry Gray discussed the Public Hearing on Request to Amend the Wayne County Subdivision Ordinance.

Finance Director Allison Speight reviewed budget amendments with assistance from Assistant Budget Officer Janice Rice.

Planning Director Berry Gray reviewed the Public Hearing Request for April 6, 2021 related to NCGS 160D.

Recess

At 8:50 a.m., Chairman George Wayne Aycock, Jr. recessed the meeting of the Wayne County Board of Commissioners

Reconvene

At 9:00 a.m., Chairman George Wayne Aycock, Jr. reconvened the meeting of the Wayne County Board of Commissioners.

Call to Order

Chairman George Wayne Aycock, Jr. called the meeting of the Wayne County Board of Commissioners to order.

Invocation

Commissioner Joe Daughtery gave the invocation.

Pledge of Allegiance

Commissioner Chris Gurley led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved the minutes of the regularly scheduled meeting of the Board of Commissioners on February 16, 2021.

Discussion/Adjustment of Agenda

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved and authorized the adjusted agenda. Added to the agenda under New Business:

- Discussion of Sewer Rate Increase

Appointment Committee

Upon motion of Commissioner Chris Gurley the Board of Commissioners unanimously approved the reappointments of Fran Kasey and Brenda Britt to the Wayne County Council on Aging.

9:04 a.m. Public Hearing

Wayne Executive Jetport Manager Brandon Gray reviewed the Corporate Hangar Ground Lease Agreements, attached hereto as Attachment A.

As no one presented themselves for comment, Chairman George Wayne Aycock, Jr. closed the Public Hearing.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the two Corporate Hangar Ground Lease Agreements with Al Oates, replacing the former agreement with Strokin' Racing, Inc.

Discussion of Propose Sewer Rate Increase

Facilities Director Kendall Lee presented information, attached hereto as Attachment B, and explained changes in sewer readings and billing. Commissioner Barbara Aycock asked if current contracts were being reviewed, specifically for the Town of Seven Springs.

Commissioner Chris Gurley discussed the City's proposed rate increase and the timeline for the County to react.

Commissioner Joe Daughtery expressed his concern over county taxpayers bearing the expense of supplementing sewer rates. He also said the City is expected to raise the rates nearly 100% over a five-year period.

County Manager Craig Honeycutt explained the sewer fund as an enterprise fund and explained the difficulties of having sewer services without the benefit and income of water services.

Commissioner Antonio Williams stated there had been decades of mismanagement of the City sewer system and felt it was unfair for the citizens of Wayne County to pay for the mismanagement. He suggested the County consider a treatment facility to lessen the dependency of the County on the City for the services.

Commissioner Chris Gurley asked if the Board of Commissioners could talk with the water district boards, as the issues came back to them.

Commissioner Barbara Aycock discussed rates and capacity issues.

Chairman George Wayne Aycock, Jr. asked Brandon Gray, who is a board member on one of the water district boards, to respond from their viewpoint. Mr. Gray stated the two boards needed to meet and discuss the issues. Commissioner Antonio Williams and Commissioner Bevan Foster stressed the importance of the meeting and discussed issues with the City's rates and capacity, as having been on-going since their time on the City Council.

County Manager Craig Honeycutt added the issues in the norther part of Wayne County still exist; Pikeville, Fremont and Eureka all have on-going sewage issues. He said it is a county-wide issue and could affect economic development. He discussed the issue with Mount Olive Pickle Company and their desire to expand being curtailed by sewer problems.

Chairman George Wayne Aycock, Jr. asked the Facilities Committee to meet on the issue and report back to the full Board. County Manager Craig Honeycutt said Freese & Nichols did a study three years ago with grant funds and he would send it to the Board.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved to accept a sewer rate increase as presented by Facilities Director Kendall Lee and staff, to be effective March 1, 2021.

9:40 a.m. Public Hearing

Planning Director Berry Gray presented information on the proposed Amendment to the Wayne County Subdivision Ordinance, attached hereto as Attachment C.

David Perry spoke first regarding a letter he emailed to the Board prior to the hearing, attached hereto as Attachment D. Mr. Perry expressed his concerns over the proposed amendment to the ordinance and participated in a discussion with the Board.

Others who signed up to speak for the Public Hearing declined.

As no one else presented themselves for comment, Chairman George Wayne Aycock, Jr. closed the Public Hearing.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved to refer the proposed Amendment to the Wayne County Subdivision Ordinance back to the Wayne County Planning Board for further discussion.

Consent Agenda

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the following items under the consent agenda

1. Budget Amendments.
 - a. Detention Center - #246
 - b. Human Resources - #257
 - c. Sheriff's Office - #261
 - d. WayneNet - #277
 - e. Staff Attorney - #282
 - f. EMS - #285
 - g. Health Dept. - #286
 - h. Health Dept. - #288
 - i. Detention Center - #292
 - j. Health Dept. - #256
 - k. Services on Aging - #299
 - l. Sheriff's Office - #300
 - m. Health Dept. - #302
 - n. Health Dept. - #303
 - o. Inspections - #305
 - p. 911 Capital Project Fund - #306

2. Motion to Adopt Resolution #2021-7: A Resolution Amending the Wayne County Personnel Policy, attached hereto as Attachment E.

3. Motion to Establish a Public Hearing on April 6, 2021, at 9:30 a.m. in the Commissioners Meeting Room on the 4th Floor of the Courthouse Atrium, to Receive Public

Comments on a Request to Amend Various Sections of the Wayne County Zoning and Subdivision Ordinances to comply with recent updates to NCGS 160D, attached hereto as Attachment F.

Public Comments

Mr. Steve Herring expressed his desire to have Wayne County become a sanctuary county for lawful gun ownership.

As no one else signed up for public comments, the Public Comments segment was closed.

County Manager's Report

County Manager Craig Honeycutt announced the resignation of Existing Industry Manager Tiffany Creech, and stated she would continue to work for Wayne Community College in a position for grants. He said she would still be helping industries in Wayne County as they applied for these grants. He thanked her for the job she did and commitment to Wayne County. Mr. Honeycutt thanked the Health Department, Public Information Officer Joel Gillie, Office Manager Kayla Whitley, and the Board, for their help at the vaccination site.

He said the budget process has begun and meetings begin next week. Commissioner Barbara Aycock asked Mr. Honeycutt if volunteers were still needed for the call center and asked if Wayne County would receive the new vaccine. Commissioner Joe Daughtery discussed the new online registration for vaccine appointments and praised Joel Gillie for creating it. He also praised the process at Bussman, and Commissioner Bevan Foster stated an older gentleman had spoken the same praise for the County after his visit to the vaccination site.

Board of Commissioners Committee Reports

Commissioner Chris Gurley announced the need for volunteers for various committees and boards and invited citizens to apply using the website. He said the Department of Social Services Board is eye opening and praised their work in the community and its leadership. He praised EMS for their work at the vaccine site, and Joel Gillie, Kayla Whitley, Nannette Sutton, Carol Bowden, Craig Honeycutt and Chip Crumpler for their help at the call center.

Commissioner Joe Daughtery stated sewer increases from the City of Goldsboro need to be shared with the County immediately, rather than waiting months. He asked Clerk to the Board Carol Bowden to send a copy of the 2nd Amendment Resolution that had been passed by the previous Board in January 2020, to the current Board and Mr. Steven Herring. He congratulated The Maxwell Center for their 3-year anniversary and said the years had been remarkable and hoped to see the proposed hotel completed in 18 months. Mr. Daughtery also said schools needed to be open and the "political football" needed to stop. He said the damage done to our children, by them not attending in person, is astounding.

Commissioner Antonio Williams thanked the staff involved with the vaccinations and expressed his concern for a low turnout for certain races and communities. He recommended people who signed up and have yet to receive a call to contact the Health Department or email him directly. He also expressed his concerns for making certain children were vaccinated prior to sending them back to school.

Commissioner Bevan Foster had no comment.

Commissioner Barbara Aycock discussed the vaccination site and call center and praised staff. She stated she attended the Livestock Association meeting and discussed the committee's involvement in the community with scholarships, the regional fair and more, stating she was impressed with how they managed their funds. Mrs. Aycock discussed the Department of Social Services Board meeting and praised the staff and leadership. She congratulated The Maxwell Center for their 3-year anniversary and thanked Sheriff Larry M. Pierce for his help with a constituent. She also mentioned the "trash bill" or HB 100 and Representative John Bell's work with it.

Commissioner Freeman Hardison, Jr. thanked the County staff for their involvement with vaccinations and said the hospital numbers are going down, but cautioned everyone to continue to wash their hands frequently and wear masks. He said he agreed with Commissioner Antonio Williams regarding getting vaccines to underserved communities. He said the state is providing the vaccines so people needed to get them.

Chairman George Wayne Aycock, Jr. said the vaccine operations is a well-oiled machine with very few complaints. He thanked everyone for their help, including the Board members, adding their participation speaks highly of the Board. Mr. Aycock said the A. Joe Gurley Emergency Services Building is up and running.

Adjournment

At 10:30 a.m., Commissioner George Wayne Aycock, Jr. adjourned the meeting of the Wayne County Board of Commissioners.


Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners

**NOTICE OF PUBLIC HEARING
WAYNE COUNTY, NORTH CAR-
OLINA**

Notice is hereby given the Wayne County Board of Commissioners will hold a public hearing on Tuesday, March 2, 2021 at 9:00 A.M. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro NC to receive Public Comments on economic incentives for a ground lease to Al Oates at the Wayne County Executive Jetport for a twenty (20) year term with options to renew.

Written or oral comments by be made to the following:
Carol Bowden, Clerk to the Board
Wayne County Board of Commis-
sioners
PO Box 227
Goldsboro, NC 27533-0227
919-731-1445
Carol.bowden@waynegov.com

This the 19th day of February,
2021.

Carol Bowden
Wayne County Clerk to the Board

Run Date: February 19, 2021

NORTH CAROLINA
WAYNE COUNTY

WAYNE COUNTY JETPORT

GROUND LEASE

THIS CORPORATE HANGAR GROUND LEASE AGREEMENT (the "Agreement" or "Lease") is entered into as of this the 2nd day of March, 2021, by and between COUNTY OF WAYNE (hereinafter referred to as "LESSOR") and AL OATES (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSOR is duly empowered to operate and manage and control the Wayne County Airport (the "Airport") and all facilities located thereon;

WHEREAS, LESSOR has determined that the construction and leasing of hangars is necessary and essential in order to accommodate the needs of general aviation aircraft and to promote economic development in Wayne County;

WHEREAS, pursuant to NCGS § 158-7.1 LESSOR held a public hearing on March 2, 2021 and approved the execution of the lease pursuant to the terms contained herein:

WHEREAS, LESSEE desires to construct multiple hangars for the purposes of storing and operating various aircraft;

WHEREAS, LESSEE'S storage of aircraft will generate at least One Million Dollars (\$1,000,000.00) in taxable property base for Wayne County;

NOW, THEREFORE, the parties for and in consideration of the covenants and agreements container herein do hereby contract and agree as follows:

ARTICLE 1. LEASED PREMISES

LESSEE is hereby authorized to house aircraft and items related to the LESSEE's primary business subject to the terms and conditions identified in this Agreement on the 100' x 100' certain tract or parcel of land lying in Wayne County North Carolina, said parcel being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). LESSEE shall construct a hangar on the Premises consistent with the terms of Section 4.5. LESSEE shall have a non-exclusive pedestrian and vehicular ingress, egress and access easement to and from the Premises and a non-exclusive pedestrian, vehicular and aircraft traffic ingress, egress, and access to and from the Premises and all runways and taxiways located upon the Airport subject to terms hereinafter described. Additionally, LESSEE shall require access to an offsite utility area for the storage and usage of certain utility equipment. Prior to installation of said equipment, the parties shall execute a separate Memorandum of Understanding outlining the

location parameters of the offsite utility area. The offsite utility area shall be included in the Rent and Charges outlined in Section 3.1

ARTICLE 2. TERM OF LEASE AGREEMENT

2.1 Commencement and Expiration Dates. The term of this Agreement and the Lease shall be for twenty (20) years, beginning on April 1, 2021 unless sooner terminated as provided herein. After the initial twenty (20) year term, LESSEE shall have the option to renew this Lease for one, additional ten (10) year period. Upon agreement to enter into an additional ten-year term, the rental charges shall be reestablished pursuant to the terms of Section 3.1.

2.2 Conclusion of the Term of the Lease. Upon the expiration of the Term of this Agreement, LESSOR shall have the option to purchase any improvements at the then existing tax value, subject to the terms of Section 4.4.

2.3 Holdover. In the event LESSEE shall continue to occupy the lease premises after the expiration of this lease without any agreement in writing with LESSOR as to the term or conditions of such continued occupancy, such tenancy shall be on a month-to-month basis under the same terms and conditions as are provided in this Agreement, except that the rentals, fees and charges for such tenancy shall be determined on a fair market value basis. The month to month tenancy created by the LESSEE'S continued occupancy may be determined and canceled by the LESSOR or by the LESSEE upon giving sixty (60) days written notice to the other party.

ARTICLE 3. RENTS AND CHARGES

3.1 Initial Rent Rates. LESSEE shall pay to LESSOR twenty cents (\$0.20) per square foot per year for the exclusive use of land space as described in Exhibit A. This rental rate shall increase two percent (2%) each year this Agreement remains in effect. The first year's rent shall be paid no later than April 1, 2022. All subsequent rental payments shall be paid annually no later than April 1st of each year. All rent and any other sum due to LESSOR in accordance with any provisions of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease. In the event the parties agree to extend the term of this Agreement pursuant to Section 2.1, the annual rental charges shall be recalculated at the beginning of each renewal term. The parties agree that the new annual rental rate shall be calculated based upon the average rate per square foot of hanger leases at municipal airports located in the counties adjoining Wayne County.

3.2 Utilities. LESSOR shall provide LESSEE access to all utilities for the duration of this lease. Such utilities shall include electricity, water, internet, and trash disposal services.

3.3 Late Payment Fee. In the even LESSEE fails to pay all or part of any rentals or fees within 30 days after the same become due, such delinquent items shall bear interest at rate of 10% per month from the due date thereof until paid. LESSEE covenants and agrees to pay such

interest promptly on demand and in no event later than the next payment date after which such late payment fee accrues.

3.4 Additional Lessor Requirements. LESSOR shall be responsible for creation of pad ready sites for future construction by LESSEE. LESSOR will have premises graded to within approximately 1 inch of LESSEE'S tolerance.

3.5 Additional Lessee Requirements. LESSEE shall be required to store no less than ONE MILLION (\$1,000,000.00) DOLLARS of appraised personal property in each constructed hangar at all times. LESSEE must report taxable property to the Wayne County Tax Collector on January 1st for each year this Lease Agreement is in place. Failure to do so shall be grounds for termination pursuant to Article 9 of this Lease Agreement.

ARTICLE 4. IMPROVEMENTS

4.1 Responsibilities of LESSOR. LESSOR shall, at its sole costs and expense, shall create a 100' x 100' pad ready site on the Premises prior to LESSEE commencing construction consistent with the terms contained hereinafter. In the event that LESSEE desires a pad ready site in excess of 100' x 100' feet, LESSEE shall bear all costs of expansion of said site.

4.2 Payment of Cost(s) and Authorization. LESSEE shall, at its sole cost and expense, construct, erect and install in and on the leased Premises such additional improvements, furnishings, fixtures, and equipment that LESSEE determines to be necessary to service, house, and repair aircraft. All Improvements to be constructed or installed shall be done in accordance with airport architectural and engineering standards and all applicable statutes, laws, codes, regulations and ordinances; PROVIDED, HOWEVER, that prior to the commencement of any construction, improvements, installations, additions and alterations on or to the leased Premises, the plans and specification for the same shall be reviewed and approved by the Wayne County Jetport Commission ("Commission"). LESSOR may refuse to permit the installation, alteration or modification of any structure or appurtenance upon the leased premises which would, in its sole opinion, damage be detrimental to, or detract from the appearance of the Airport or property or buildings, damage or endanger the structural soundness of Airport buildings, or fail to meet the requirements of the Commission for the safe use of buildings and appurtenances.

4.3 Improvement(s) Design. LESSEE covenants and agrees that the improvements to be made by its on said premises shall correspond in design and appearance with existing and other known new facilities to be constructed on the airport, agree with design criteria incorporated in the Airport Layout Plan (ALP) and architectural standards that may be subsequently promulgated by the Commission and the Wayne County Board of Commissioners. LESSOR will provide copies of the ALP to LESSEE, including new or revised versions should the ALP be amended during the term of this lease. LESSEE further covenants that it will submit and have all improvement designs approved by the Wayne County Building Inspector before improvements are made.

4.4 Ownership of Improvement(s) and Reversion. The improvements constructed on the demised premises by LESSEE shall be the property of the LESSEE during the Term of the

Lease and any renewals or extensions thereof, and during said Term, the LESSEE shall have full responsibility to pay any sums from the construction thereof, and LESSEE shall not remove from said Premises any buildings erected thereon during or at the end of the term herein granted. Upon termination of the Term of Lease, LESSOR shall have the exclusive option to purchase any improvements on the property. The purchase price of the improvements shall be determined based upon the most recent appraised tax value by the Wayne County Tax Assessor.

4.5 Construction of Premises. LESSEE shall complete construction of the hangar no later than March 31, 2023. These initial construction dates may be extended with LESSOR'S written approval or due to matters beyond the control of the LESSEE such as, but not limited to, labor and material shortage and Acts of God. In the event that LESSEE does not construct the Improvements within the periods set forth herein, LESSOR or LESSEE may terminate this Lease and thereafter, neither party shall have any further obligations pursuant to this Lease.

4.6 Design Phase. LESSEE shall hire a professional engineer, licensed in the State of North Carolina, to produce final signed and sealed plans and construction specifications. LESSEE shall provide copies of the Professional Engineer's plans to the Commission and obtain Commission's approval of said plans prior to starting construction.

4.7 Construction Phase. LESSEE agrees to comply with any and all requirements and specifications of the Airport's Consulting Engineer and to construct said Hangar in a workman like manner without unnecessary damage to the leased premises. The Airport's Consulting Engineer and Wayne County shall be allowed to inspect any and all work done during the construction phase of the Hangar. LESSEE authorizes the Airport's Consulting Engineer and/or Wayne County to stop work at the Hangar immediately in the event that any of the plans or specifications are not being followed. In the event that the Airport's Consulting Engineer and/or Wayne County stops work at the hangar, LESSEE shall be immediately notified and the parties shall work towards a sufficient solution to avoid any unnecessary delays. The Airport's Consulting Engineer shall provide periodic construction inspection services to ensure Improvements and Hangar are being constructed in accordance with Airport's Development Plan, Professional Engineer's plans and specifications, respectively. LESSOR agrees to provide LESSEE contact information of Consulting Engineer and notify LESSEE of any changes in engineering professionals retained by LESSOR. LESSOR further agrees to provide LESSEE or LESSEE'S designee access to an acceptable construction area within the proximity of LESSEE'S construction site and to provide an additional construction parking area if requested by LESSEE.

Article 5. INSURANCE

5.1 Certificates. LESSEE shall provide the LESSOR with Certificate(s) of insurance evidencing coverage for the premises, any aircraft stored therein, and general liability for the business before occupying the space. Certificate must name LESSOR as "additional insured".

5.2 Notices of Cancellation. Each of the insurance policies and certificates shall show the County of Wayne and the Airport as additional named insured and shall bear the following provision:

THIS POLICY CANNOT BE CANCELED, REDUCED IN AMOUNT OR COVERAGE ELIMINATED WITHOUT PROVIDING AT LEAST THIRTY DAYS ADVANCE NOTICE TO THE INSURED AND THE COUNTY OF WAYNE AND THE WAYNE COUNTY AIRPORT OF SUCH ALTERATIONS OR CANCELLATION, SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. SUCH NOTICE SHALL BE MAILED TO COUNTY MANAGER, WAYNE COUNTY, PO BOX 227, GOLDSBORO, NC 27533.

5.3 Review of Coverage Limits. LESSOR reserves the right to review all insurance minimum coverage limits every two years and to require LESSEE to adjust such minimum coverage limits as reasonably recommended by the County and/or Commission.

5.4 North Carolina. All insurance coverage shall be with an insurance company or companies licensed to do business in the State of North Carolina.

ARTICLE 6. INDEMNITY

LESSEE shall indemnify and hold the LESSOR (including the Airport Director, Wayne County, and the Commission), and their agents, officers, appointees, members, representatives, elected officials, employees, guests, and invitees harmless from any and all claims, liabilities, penalties, damages, expenses, and judgments for injuries or accidents to persons or damage to property of any nature and cause whatsoever arising directly or indirectly from the use of, and/or activities on, the Airport by LESSEE, its agents, officer, employees, representatives, suppliers, customers, or invitees. LESSEE'S obligation to indemnify LESSOR shall include, without limitation, costs, expenses, and attorney fees (including those on appeal) incurred in defense of such claims. The parties hereby agree that under no circumstances shall LESSOR be liable for indirect, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or other damage related to the use of the Airport under this Agreement. This indemnification requirement set forth in this Article shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

ARTICLE 7. INSPECTION

LESSOR shall have the right to inspect the space used and business operated by LESSEE on the Airport. Accordingly, upon reasonable prior notice to LESSEE, LESSOR and/or LESSOR'S agents shall have the right to enter any area on the Airport leased or controlled or used by LESSEE during regular business hours for the purpose of inspecting the same or for such other purposes as LESSOR may determine are appropriate to carry out LESSOR'S responsibilities as the proprietor of the Airport. LESSOR shall make a reasonable effort not to interfere with the normal conduct of LESSEE on the Airport. LESSEE shall establish procedures so that in an emergency threatening LESSOR'S property or any property of another, or threatening substantial damages to LESSOR'S interest as LESSOR or as the proprietor of the Airport, LESSOR may gain prompt admittance to any area leased, controlled or used by LESSEE on the Airport at all hours. LESSEE agrees to make available to LESSOR at reasonable times and upon reasonable notice, a

representative who may, at LESSOR'S election, accompany LESSOR'S representative during LESSOR'S exercise of its right of entry and access and inspection.

ARTICLE 8. ASSIGNMENT: TRANSFER OF INTEREST.

Assignment of Sublease. LESSEE shall not sell, sublet, assign, transfer, sublease, or encumber any of its rights under this Agreement, in whole or in part, without the prior written consent of LESSOR and any such purported subletting, assignment, transfer, sublicensing, or encumbrance without such consent shall be null and void.

ARTICLE 9. BREACH OF AGREEMENT; EVENTS OF DEFAULT; LESSOR'S REMEDIES

9.1 Breach of Agreement. LESSEE'S failure to observe or perform any of the terms, covenants, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by LESSEE.

9.2 Events of Default. In addition to the other events specified in this Agreement as constituting defaults, the occurrence of any one or more of the following constitute a breach of this Agreement by LESSEE.

- a) Failure to pay rent or fees when due.
- b) The continuation of a breach of this Agreement by LESSEE for fifteen (15) or more days after LESSEE'S receipt of LESSOR'S written notice of such breach and a demand for correction of the breach.
- c) LESSEE'S making any general assignment or general arrangement for the benefit of creditors; or the filing by or against LESSEE for a petition of reorganization or arrangement under any law relating to bankruptcy (unless the petition is filed against LESSEE is involuntary and is dismissed within ninety (90) days); or upon the appointment of a trustee or receiver to take possession of LESSEE'S assets located at the Airport or LESSEE'S interest in this Agreement.

9.3 LESSOR'S Remedies upon Default. Lessor shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

- a) LESSOR shall have the right to continue this Lease in full force and effect, and have the right to enter the premises with the written notice to vacate and relet them, changing any or all locks on the premises all without being liable for forcible entry, trespass, or other tort. LESSEE shall be liable immediately to LESSOR for all costs LESSOR shall incur in reletting the premises and LESSEE shall pay to LESSOR the rent due under this Lease on the date that the rent is due, less the rent LESSOR received from reletting.

- b) LESSOR shall have the right to terminate this Lease with written notice to vacate sent to LESSEE and LESSEE'S rights to possession of the premises shall terminate at that time, and LESSOR may then re-enter the premises and shall have the right to pursue its remedies at law or in equity to recover of LESSEE all amounts of rent then due or thereafter accruing and such other damages as are caused by LESSEE'S default.
- c) No course of dealing between LESSOR and LESSEE or any delay on the part of LESSOR in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of LESSOR hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

ARTICLE 10. PROHIBITED ACTIVITIES

10.1 No Convicted Criminal. LESSEE shall not employ at the Airport any person whom LESSEE knows to have been convicted of any of the crimes listed in 49 C.F.R. § 1542.209(d), as amended from time to time.

10.2 No Waste. LESSEE shall neither commit nor create, nor permit its representatives, supplies, customers, or invitees to commit or create any unlawful nuisance, waste or injury on the Airport, and shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may result in the commission, creation, or maintenance of such nuisance, waste or injury on the Airport.

10.3 No Interference. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may interfere with the effectiveness of accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, fire hydrants, or fire hoses, if any installed or located on the Airport. LESSEE, its representatives, suppliers, customers, or invitees shall not interfere with the landing and taking off of aircraft and/or interfere with LESSOR'S requirements under 14 C.F.R. Part 77. LESSEE specifically acknowledges that the leased Premises are being used as an airport.

10.4 No Hazard. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees, to do any act or thing on the Airport which will invalidate or conflict with the terms of any insurance policies covering the Airport or any part of it; or which may create a hazardous condition on the Airport.

10.5 Hazardous Materials. LESSEE shall not generate, use, store, or dispose of any Hazardous Materials in or about the Airport, nor permit LESSEE's representatives, suppliers, customers, or invitees to do so. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive

Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety. LESSEE shall only be allowed to store oil or other petroleum products as may be necessary for the customary maintenance of aircrafts using the Airport. In the event LESSEE, its representatives, suppliers, customers, or invitees spill, leak or otherwise discharge any fuel or oil onto the premises, or any other areas on the Airport, LESSOR shall immediately take steps to notify the Airport Director and at its own expense, clean up, contain, and dispose of all spilled materials and comply fully with LESSOR'S clean-up plan while engaging in such clean-up operations. Failure by LESSEE to notify the Airport Director or take immediate action to clean up any spills or leaks shall entitle LESSOR to proceed with clean-up procedures and action, the entire expense of which shall be paid in fully by LESSEE within ten (10) days after notice and invoice from LESSOR of the actual costs incurred in such clean-up operations. LESSEE shall indemnify and hold LESSOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the term of this agreement from LESSEE'S breach of this subsection. The indemnification requirement set forth in this subsection shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

10.6 Ban on Residential Dwelling. LESSEE shall not live on the Airport nor permit LESSEE'S representatives, suppliers, customers, or invitees to do so.

ARTICLE 11. ADDITIONAL OBLIGATIONS OF LESSEE.

11.1 Maintenance of Building and Equipment. LESSEE shall maintain all of LESSEE'S equipment stored or operated on the Airport in a safe condition consistent with all grant assurances and all federal, state and local laws, regulations, and rules and in accordance with all manufacturer manuals and bulletins. LESSEE shall be responsible for the repair of fault utility systems to include water and electrical. LESSEE shall also be responsible for the structural integrity of the demised premises. LESSEE agrees, at LESSEE'S sole cost and expense, to keep Premises and Improvements neat, clean and orderly at all times.

11.2 Safe Operations of Equipment. LESSEE shall operate all of LESSEE'S equipment in a safe manner and in accordance with all grant and assurance and all federal, state, and local laws, regulations, and rules, including noise rules, and in accordance with all manufacturers manuals and bulletins.

11.3 Considerate Conduct. LESSEE shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or in areas of LESSOR'S operation.

11.4 Qualified Personnel. LESSEE shall employ persons qualified to conduct safe operations, and in accordance with all grant assurances and all federal, state, and local laws, regulations and rules; as applicable.

11.5 Observance of Airport Rules. LESSEE shall observe and obey, and require its representatives, suppliers and customers to observe and obey, such rules, regulations and/or standards as may be promulgated by LESSOR from time to time for reasons of safety, security, health, sanitation or good order.

11.6 Cleanliness. LESSEE shall keep all Airport areas leased and/or controlled by LESSEE in a clean condition and not permit any unsightly conditions to exist. Reasonable determinations on such matters by LESSOR, as the Airport proprietor, shall be binding upon LESSEE.

11.7 Conduct of Invitees. LESSEE shall make reasonable attempts to control the conduct and demeanor of its representatives, suppliers, customers, and invitees, on, from and around the Airport, and shall take all steps necessary to remove persons whom LESSOR may for good and sufficient cause deem objectionable.

11.8 Affecting Aircraft Operations. LESSEE shall not use the Airport in any manner that might interfere with the landing or taking off of aircraft from the Airport or otherwise constitute a hazard.

11.9 Parking. LESSEE shall ensure that its vehicles and those of its representatives, suppliers, customers, and invitees are parked only in Airport areas designated by LESSOR as parking areas. Additionally, LESSEE shall not store unused or non-operational vehicles, recreational vehicles, motorcycles or mopeds on the airport property without the consent of the Airport Director.

11.10 Pets. LESSEE agrees that any domesticated animals or pets will be leashed while on airport premises and that LESSEE or LESSEE's invitees will be held responsible for any conduct of animals while on airport premises. LESSEE or LESSEE'S invitees shall be responsible for prompt collection and disposal of animal waste.

11.11 Limitations. LESSEE'S rights hereunder shall be subject to express conditions and limitations contained herein and the lawful rights and LESSOR of all governmental authorities having jurisdiction. In addition to the limitations stated elsewhere in this Agreement, LESSEE shall not use the Airport in any manner that would constitute waste, nuisance, or unreasonable annoyance to LESSOR or any other LESSEE, occupant, or user of the Airport.

ARTICLE 12. AIRPORT FUNCTIONS.

12.1 Airport Maintenance. LESSOR shall maintain and keep in repair the landing area (which shall include, without limitations, the runway, taxiway, and apron areas) of the Airport and all publicly-owned facilities of the Airport, and shall direct and control all activities of LESSEE and its representatives, suppliers, customers, and invitees, in this area. LESSOR shall have the

right to further develop or improve the landing area of the Airport or any other facility or function of the Airport as it sees fit and LESSEE shall be prohibited from interfering with or hindering such development.

12.2 Exclusive Rights. Notwithstanding anything herein contained that may be, appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

12.3 Force majeure. Neither LESSOR nor LESSEE shall be liable in damages or otherwise because of the interruption of any service, or termination, interruption or disturbance, attributable to strike, lockout, accident, war, or other emergency, law, order, rule, or regulation of or by any governmental authorities, airport grant assurance, failure of supply, inability to obtain supplies, parts, or employees, or any cause beyond such party's reasonable control.

ARTICLE 13. COMPLIANCE WITH LAW: GRANT ASSURANCES, NONDISCRIMINATION; AFFIRMATIVE ACTION.

13.1 Compliance. LESSEE shall comply with this Agreement, all applicable federal, state, country, or local agreements (including agreements between LESSOR and federal, state, county or local government authorities or agencies), laws, rules, regulations, ordinances, grant assurances, and orders of any and all governmental authorities and agencies concerning the Airport or the use thereof, including, but not limited to, the United States Department of Transportation ("DOT"), United States Federal Aviation Administration ("FAA"), the United States Environmental Protection Agency ("EPA"), the Transportation Security Administration (TSA), the North Carolina Transportation Department (NCDOT), North Carolina Department of Environmental Quality ("NC DEQ"), and shall also comply with any rules of occupancy or airport rules regulations, or minimum standards which may be issued by LESSOR or LESSOR'S successor from time to time.

13.2 Nondiscrimination. LESSEE shall ensure that (i) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the LESSEE'S providing employment and in the use of LESSEE'S services, (ii) in the construction of any improvements on, over or under any land leased by LESSEE at the Airport, in LESSEE'S providing employment, and in LESSEE'S furnishing of services at the Airport, no person, on the grounds of race, creed, color, national origin, sex, sexual orientation, age or handicap, shall be excluded from participation in, or denied the benefits of such construction or such services, or otherwise be subject to discrimination, and (iii) LESSEE shall use the Airport in compliance with all other requirements imposed by or pursuant to 41 C.F.R. Part 60; 49 U.S.C. § 306; 49 C.F.R. Part 21; 49 C.F.R. 27; or the grant assurances contained in FAA Order 5100.38A; as said laws, regulations, or assurances may be amended from time to time.

13.3 Civil Rights. LESSEE shall comply with pertinent statutes, Executive Orders and such applicable rules are promulgated to assure that no person shall on the grounds of race, creed,

color, national origin, sex, sexual orientation, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. Wayne County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

13.4 Nondiscriminatory Pricing. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided however, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers or users.

13.5 Affirmative Action. LESSEE will ensure that no person shall, on the grounds of race, creed, color, national origin, sex, or sexual orientation be excluded by LESSEE from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded by LESSEE on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. LESSEE agrees that in the event facilities are constructed, maintained, or otherwise operated on property leases by LESSEE at the Airport, for a purpose for which a DOT program or activity is extended, or for another purpose involving the provision of similar service or benefits. LESSEE shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 29 code of Federal Regulations, DOT Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended from time to time.

ARTICLE 14. SECURITY

14.1 All Applicable Rules. LESSEE shall be responsible for fully complying with any and all applicable grant assurances and all applicable rules, regulations, restrictions, ordinances, statutes, laws, and/or orders or any federal, state, and/or local governmental entity regarding airport and airfield security.

14.2 Access to Secured Areas. LESSEE shall comply fully with applicable provisions of the Federal Aviation Administration Regulations, 14 C.F.R. 77 and 49 C.F.R. Part 1542 as amended from time to time, including the establishment and implementation of procedures acceptable to the Airport Administrator to control access from space leased or controlled by LESSEE to the air operation areas in accordance with the Airport Security Program. Further, LESSEE shall exercise exclusive security responsibility for space leased or controlled by LESSEE.

14.3 Doors and Gates. LESSEE shall be responsible for the maintenance and repair of gates and doors that are located on space leased or controlled by LESSEE. Gates and doors located on space leased or controlled by LESSEE which permit entry into restricted areas at the Airport shall be kept locked by LESSEE at all times when not in use or under LESSEE'S constant security surveillance. Gate or door malfunctions that permit unauthorized entry into restricted areas shall

be reported to the Airport Director without delay and affected gates or LESSEE shall maintain doors under constant surveillance until repairs are affected and/or the gate or door is properly secured.

14.4 Penalties. All civil penalties levied by the Federal Aviation Administration for violation of Federal Aviation Regulations pertaining to security, gates, or doors located on the space leased by or otherwise controlled by LESSEE shall be the sole responsibility of LESSEE. LESSEE shall indemnify the Airport and LESSOR for any federal civil penalties or amounts the Airport or County must pay due to any security violation arising from the use of the Airport by LESSEE or the breach of any obligation imposed by Article 6 herein. The indemnification requirement set forth in this Section shall survive termination of this and shall not limit any other indemnification provisions in this Agreement.

SECTION 15. NOTICES

Any notice of demand which any provision in this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepared and addressed as follows:

TO LESSEE:

TO LESSOR:

County Manager
PO Box 227
Goldsboro, NC 27533

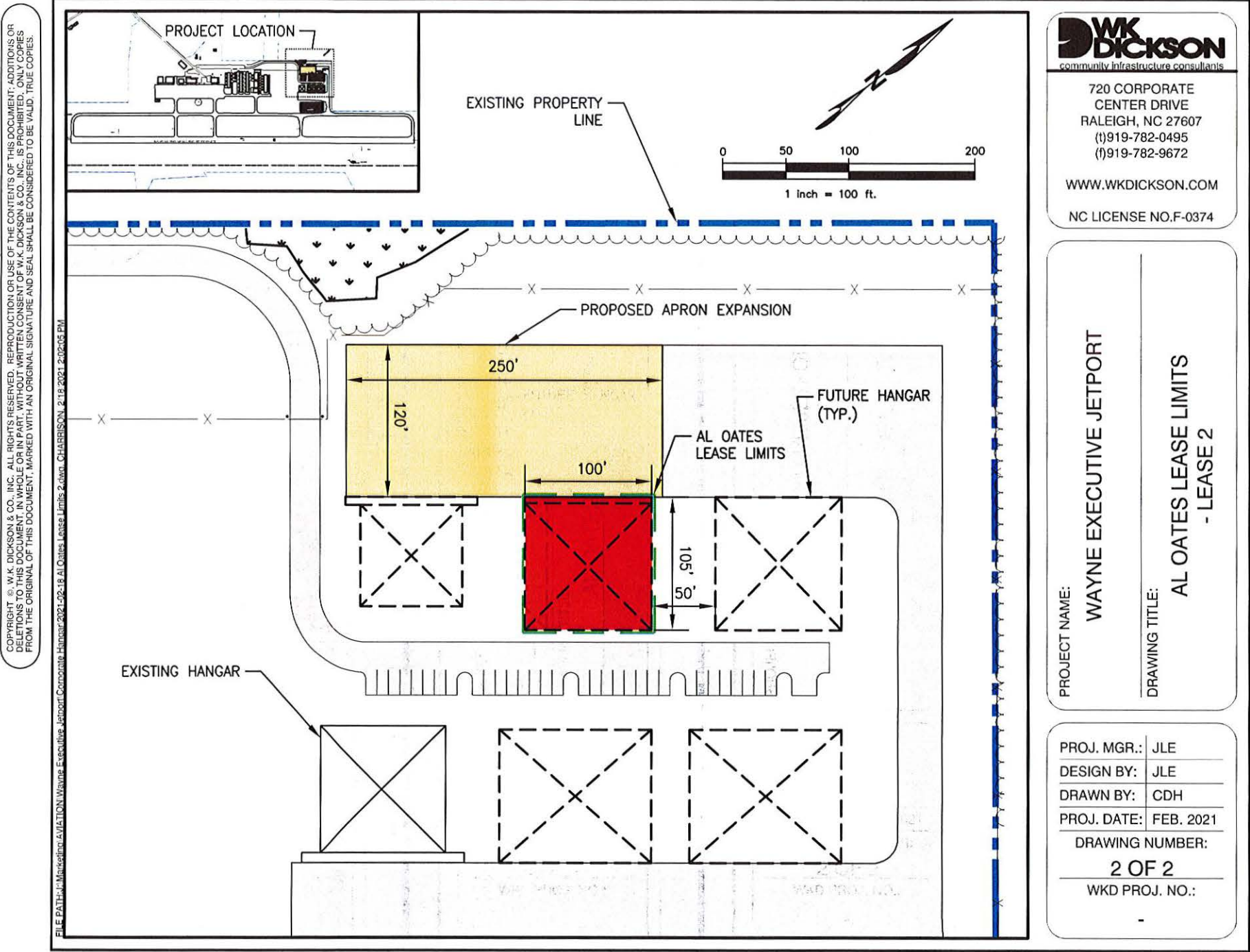
IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

COUNTY OF WAYNE

BY: _____
CRAIG HONEYCUTT
COUNTY MANAGER

AL OATES

BY: _____



NORTH CAROLINA
WAYNE COUNTY

WAYNE COUNTY JETPORT

GROUND LEASE

THIS CORPORATE HANGAR GROUND LEASE AGREEMENT (the "Agreement" or "Lease") is entered into as of this the 2nd day of March, 2021, by and between COUNTY OF WAYNE (hereinafter referred to as "LESSOR") and AL OATES (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSOR is duly empowered to operate and manage and control the Wayne County Airport (the "Airport") and all facilities located thereon;

WHEREAS, LESSOR has determined that the construction and leasing of hangars is necessary and essential in order to accommodate the needs of general aviation aircraft and to promote economic development in Wayne County;

WHEREAS, pursuant to NCGS § 158-7.1 LESSOR held a public hearing on March 2, 2021 and approved the execution of the lease pursuant to the terms contained herein:

WHEREAS, LESSEE desires to construct multiple hangars for the purposes of storing and operating various aircraft;

WHEREAS, LESSEE'S storage of aircraft will generate at least Three Million Dollars (\$3,000,000.00) in taxable property base for Wayne County;

NOW, THEREFORE, the parties for and in consideration of the covenants and agreements container herein do hereby contract and agree as follows:

ARTICLE 1. LEASED PREMISES

LESSEE is hereby authorized to house aircraft and items related to the LESSEE's primary business subject to the terms and conditions identified in this Agreement on the one (1) 100' x 100' tract and the two (2) 100' x 120' tracts land lying in Wayne County North Carolina, said parcel being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). LESSEE shall construct 3 (three) hangars on the Premises consist with the terms contained in Section 4.5. LESSEE shall have a non-exclusive pedestrian and vehicular ingress, egress and access easement to and from the Premises and a non-exclusive pedestrian, vehicular and aircraft traffic ingress, egress, and access to and from the Premises and all runways and taxiways located upon the Airport subject to terms hereinafter described. Additionally, LESSEE shall require access to an offsite utility area for the storage and usage of certain utility equipment. Prior to installation of said equipment, the parties shall execute a separate

Memorandum of Understanding outlining the location parameters of the offsite utility area. The offsite utility area shall be included in the Rent and Charges outlined in Section 3.1

ARTICLE 2. TERM OF LEASE AGREEMENT

2.1 Commencement and Expiration Dates. The term of this Agreement and the Lease shall be for twenty (20) years, beginning on April 1, 2021 unless sooner terminated as provided herein. After the initial twenty (20) year term, LESSEE shall have the option to renew this Lease for one, additional ten (10) year period. Upon agreement to enter into an additional ten-year term, the rental charges shall be reestablished pursuant to the terms of Section 3.1.

2.2 Conclusion of the Term of the Lease. Upon the expiration of the Term of this Agreement, LESSOR shall have the option to purchase any improvements at the then existing tax value, subject to the terms of Section 4.4.

2.3 Holdover. In the event LESSEE shall continue to occupy the lease premises after the expiration of this lease without any agreement in writing with LESSOR as to the term or conditions of such continued occupancy, such tenancy shall be on a month-to-month basis under the same terms and conditions as are provided in this Agreement, except that the rentals, fees and charges for such tenancy shall be determined on a fair market value basis. The month to month tenancy created by the LESSEE'S continued occupancy may be determined and canceled by the LESSOR or by the LESSEE upon giving sixty (60) days written notice to the other party.

ARTICLE 3. RENTS AND CHARGES

3.1 Initial Rent Rates. LESSEE shall pay to LESSOR twenty cents (\$0.20) per square foot per year for the exclusive use of land space as described in Exhibit A. This rental rate shall increase two percent (2%) each year this Agreement remains in effect. The first year's rent shall be paid upon execution of this Agreement. All subsequent rental payments shall be paid annually no later than April 1st of each year. All rent and any other sum due to LESSOR in accordance with any provisions of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease. In the event the parties agree to extend the term of this Agreement pursuant to Section 2.1, the annual rental charges shall be recalculated at the beginning of each renewal term. The parties agree that the new annual rental rate shall be calculated based upon the average rate per square foot of hanger leases at municipal airports located in the counties adjoining Wayne County.

3.2 Utilities. LESSOR shall provide LESSEE access to all utilities for the duration of this lease. Such utilities shall include electricity, water, internet, and trash disposal services.

3.3 Late Payment Fee. In the even LESSEE fails to pay all or part of any rentals or fees within 30 days after the same become due, such delinquent items shall bear interest at rate of 10% per month from the due date thereof until paid. LESSEE covenants and agrees to pay such

interest promptly on demand and in no event later than the next payment date after which such late payment fee accrues.

3.4 Additional Lessor Requirements. LESSOR shall be responsible for creation of pad ready sites for future construction by LESSEE. LESSOR will have premises graded to within approximately 1 inch of LESSEE'S tolerance.

3.5 Additional Lessee Requirements. LESSEE shall be required to store no less than ONE MILLION (\$1,000,000.00) DOLLARS of appraised personal property in each constructed hangar at all times. LESSEE must report taxable property to the Wayne County Tax Collector on January 1st for each year this Lease Agreement is in place. Failure to do so shall be grounds for termination pursuant to Article 9 of this Lease Agreement.

ARTICLE 4. IMPROVEMENTS

4.1 Responsibilities of LESSOR. LESSOR shall, at its sole costs and expense, shall create one (1) 100' x 100' and two (2) 100' x 120' pad ready sites on the Premises prior to LESSEE commencing construction consistent with the terms contained hereinafter. In the event that LESSEE desires a pad ready site in excess of 100' x 100' feet, LESSEE shall bear all costs of expansion of said site.

4.2 Payment of Cost(s) and Authorization. LESSEE shall, at its sole cost and expense, construct, erect and install in and on the leased Premises such additional improvements, furnishings, fixtures, and equipment that LESSEE determines to be necessary to service, house, and repair aircraft. All Improvements to be constructed or installed shall be done in accordance with airport architectural and engineering standards and all applicable statutes, laws, codes, regulations and ordinances; PROVIDED, HOWEVER, that prior to the commencement of any construction, improvements, installations, additions and alterations on or to the leased Premises, the plans and specification for the same shall be reviewed and approved by the Wayne County Jetport Commission ("Commission"). LESSOR may refuse to permit the installation, alteration or modification of any structure or appurtenance upon the leased premises which would, in its sole opinion, damage be detrimental to, or detract from the appearance of the Airport or property or buildings, damage or endanger the structural soundness of Airport buildings, or fail to meet the requirements of the Commission for the safe use of buildings and appurtenances.

4.3 Improvement(s) Design. LESSEE covenants and agrees that the improvements to be made by its on said premises shall correspond in design and appearance with existing and other known new facilities to be constructed on the airport, agree with design criteria incorporated in the Airport Layout Plan (ALP) and architectural standards that may be subsequently promulgated by the Commission and the Wayne County Board of Commissioners. LESSOR will provide copies of the ALP to LESSEE, including new or revised versions should the ALP be amended during the term of this lease. LESSEE further covenants that it will submit and have all improvement designs approved by the Wayne County Building Inspector before improvements are made.

4.4 Ownership of Improvement(s) and Reversion. The improvements constructed on the demised premises by LESSEE shall be the property of the LESSEE during the Term of the Lease and any renewals or extensions thereof, and during said Term, the LESSEE shall have full responsibility to pay any sums from the construction thereof, and LESSEE shall not remove from said Premises any buildings erected thereon during or at the end of the term herein granted. Upon termination of the Term of Lease, LESSOR shall have the exclusive option to purchase any improvements on the property. The purchase price of the improvements shall be determined based upon the most recent appraised tax value by the Wayne County Tax Assessor.

4.5 Construction of Premises. LESSEE shall complete construction of one 100' x 100' hangar and two 100' x 120' hangars no later than March 31, 2022. These initial construction dates may be extended with LESSOR'S written approval or due to matters beyond the control of the LESSEE such as, but not limited to, labor and material shortage and Acts of God. In the event that LESSEE does not construct the Improvements within the periods set forth herein, LESSOR or LESSEE MAY terminate this Lease and thereafter, neither party shall have any further obligations pursuant to this Lease.

4.6 Design Phase. LESSEE shall hire a professional engineer, licensed in the State of North Carolina, to produce final signed and sealed plans and construction specifications. LESSEE shall provide copies of the Professional Engineer's plans to the Commission and obtain Commission's approval of said plans prior to starting construction.

4.7 Construction Phase. LESSEE agrees to comply with any and all requirements and specifications of the Airport's Consulting Engineer and to construct said Hangar in a workman like manner without unnecessary damage to the leased premises. The Airport's Consulting Engineer and Wayne County shall be allowed to inspect any and all work done during the construction phase of the Hangar. LESSEE authorizes the Airport's Consulting Engineer and/or Wayne County to stop work at the Hangar immediately in the event that any of the plans or specifications are not being followed. In the event that the Airport's Consulting Engineer and/or Wayne County stops work at the hangar, LESSEE shall be immediately notified and the parties shall work towards a sufficient solution to avoid any unnecessary delays. The Airport's Consulting Engineer shall provide periodic construction inspection services to ensure Improvements and Hangar are being constructed in accordance with Airport's Development Plan, Professional Engineer's plans and specifications, respectively. LESSOR agrees to provide LESSEE contact information of Consulting Engineer and notify LESSEE of any changes in engineering professionals retained by LESSOR. LESSOR further agrees to provide LESSEE or LESSEE'S designee access to an acceptable construction area within the proximity of LESSEE'S construction site and to provide an additional construction parking area if requested by LESSEE.

Article 5. INSURANCE

5.1 Certificates. LESSEE shall provide the LESSOR with Certificate(s) of insurance evidencing coverage for the premises, any aircraft stored therein, and general liability for the business before occupying the space. Certificate must name LESSOR as "additional insured".

5.2 Notices of Cancellation. Each of the insurance policies and certificates shall show the County of Wayne and the Airport as additional named insured and shall bear the following provision:

THIS POLICY CANNOT BE CANCELED, REDUCED IN AMOUNT OR COVERAGE ELIMINATED WITHOUT PROVIDING AT LEAST THIRTY DAYS ADVANCE NOTICE TO THE INSURED AND THE COUNTY OF WAYNE AND THE WAYNE COUNTY AIRPORT OF SUCH ALTERATIONS OR CANCELLATION, SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. SUCH NOTICE SHALL BE MAILED TO COUNTY MANAGER, WAYNE COUNTY, PO BOX 227, GOLDSBORO, NC 27533.

5.3 Review of Coverage Limits. LESSOR reserves the right to review all insurance minimum coverage limits every two years and to require LESSEE to adjust such minimum coverage limits as reasonably recommended by the County and/or Commission.

5.4 North Carolina. All insurance coverage shall be with an insurance company or companies licensed to do business in the State of North Carolina.

ARTICLE 6. INDEMNITY

LESSEE shall indemnify and hold the LESSOR (including the Airport Director, Wayne County, and the Commission), and their agents, officers, appointees, members, representatives, elected officials, employees, guests, and invitees harmless from any and all claims, liabilities, penalties, damages, expenses, and judgments for injuries or accidents to persons or damage to property of any nature and cause whatsoever arising directly or indirectly from the use of, and/or activities on, the Airport by LESSEE, its agents, officer, employees, representatives, suppliers, customers, or invitees. LESSEE'S obligation to indemnify LESSOR shall include, without limitation, costs, expenses, and attorney fees (including those on appeal) incurred in defense of such claims. The parties hereby agree that under no circumstances shall LESSOR be liable for indirect, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or other damage related to the use of the Airport under this Agreement. This indemnification requirement set forth in this Article shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

ARTICLE 7. INSPECTION

LESSOR shall have the right to inspect the space used and business operated by LESSEE on the Airport. Accordingly, upon reasonable prior notice to LESSEE, LESSOR and/or LESSOR'S agents shall have the right to enter any area on the Airport leased or controlled or used by LESSEE during regular business hours for the purpose of inspecting the same or for such other purposes as LESSOR may determine are appropriate to carry out LESSOR'S responsibilities as the proprietor of the Airport. LESSOR shall make a reasonable effort not to interfere with the normal conduct of LESSEE on the Airport. LESSEE shall establish procedures so that in an emergency threatening LESSOR'S property or any property of another, or threatening substantial

damages to LESSOR'S interest as LESSOR or as the proprietor of the Airport, LESSOR may gain prompt admittance to any area leased, controlled or used by LESSEE on the Airport at all hours. LESSEE agrees to make available to LESSOR at reasonable times and upon reasonable notice, a representative who may, at LESSOR'S election, accompany LESSOR'S representative during LESSOR'S exercise of its right of entry and access and inspection.

ARTICLE 8. ASSIGNMENT: TRANSFER OF INTEREST.

Assignment of Sublease. LESSEE shall not sell, sublet, assign, transfer, sublease, or encumber any of its rights under this Agreement, in whole or in part, without the prior written consent of LESSOR and any such purported subletting, assignment, transfer, sublicensing, or encumbrance without such consent shall be null and void.

ARTICLE 9. BREACH OF AGREEMENT; EVENTS OF DEFAULT; LESSOR'S REMEDIES

9.1 Breach of Agreement. LESSEE'S failure to observe or perform any of the terms, covenants, conditions, requirements, or provisions of this Agreement with respect to any or all of the hangars on the Premises shall constitute a breach of this Agreement by LESSEE.

9.2 Events of Default. In addition to the other events specified in this Agreement as constituting defaults, the occurrence of any one or more of the following constitute a breach of this Agreement by LESSEE.

- a) Failure to pay rent or fees when due.
- b) The continuation of a breach of this Agreement by LESSEE for fifteen (15) or more days after LESSEE'S receipt of LESSOR'S written notice of such breach and a demand for correction of the breach.
- c) LESSEE'S making any general assignment or general arrangement for the benefit of creditors; or the filing by or against LESSEE for a petition of reorganization or arrangement under any law relating to bankruptcy (unless the petition is filed against LESSEE is involuntary and is dismissed within ninety (90) days); or upon the appointment of a trustee or receiver to take possession of LESSEE'S assets located at the Airport or LESSEE'S interest in this Agreement.

9.3 LESSOR'S Remedies upon Default. Lessor shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or late allowed by law.

- a) LESSOR shall have the right to continue this Lease in full force and effect, and have the right to enter the premises with the written notice to vacate and relet them, changing any or all locks on the premises all without being liable for forcible entry, trespass, or other tort. LESSEE shall be liable immediately to

LESSOR for all costs LESSOR shall incur in reletting the premises and LESSEE shall pay to LESSOR the rent due under this Lease on the date that the rent is due, less the rent LESSOR received from reletting.

- b) LESSOR shall have the right to terminate this Lease with written notice to vacate sent to LESSEE and LESSEE'S rights to possession of the premises shall terminate at that time, and LESSOR may then re-enter the premises and shall have the right to pursue its remedies at law or in equity to recover of LESSEE all amounts of rent then due or thereafter accruing and such other damages as are caused by LESSEE'S default.
- c) No course of dealing between LESSOR and LESSEE or any delay on the part of LESSOR in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of LESSOR hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

ARTICLE 10. PROHIBITED ACTIVITIES

10.1 No Convicted Criminal. LESSEE shall not employ at the Airport any person whom LESSEE knows to have been convicted of any of the crimes listed in 49 C.F.R. § 1542.209(d), as amended from time to time.

10.2 No Waste. LESSEE shall neither commit nor create, nor permit its representatives, supplies, customers, or invitees to commit or create any unlawful nuisance, waste or injury on the Airport, and shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may result in the commission, creation, or maintenance of such nuisance, waste or injury on the Airport.

10.3 No Interference. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees to do anything which may interfere with the effectiveness of accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, fire hydrants, or fire hoses, if any installed or located on the Airport. LESSEE, its representatives, suppliers, customers, or invitees shall not interfere with the landing and taking off of aircraft and/or interfere with LESSOR'S requirements under 14 C.F.R. Part 77. LESSEE specifically acknowledges that the leased Premises are being used as an airport.

10.4 No Hazard. LESSEE shall neither do, nor permit its representatives, suppliers, customers, or invitees, to do any act or thing on the Airport which will invalidate or conflict with the terms of any insurance policies covering the Airport or any part of it; or which may create a hazardous condition on the Airport.

10.5 Hazardous Materials. LESSEE shall not generate, use, store, or dispose of any Hazardous Materials in or about the Airport, nor permit LESSEE's representatives, suppliers, customers, or invitees to do so. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety. LESSEE shall only be allowed to store oil or other petroleum products as may be necessary for the customary maintenance of aircrafts using the Airport. In the event LESSEE, its representatives, suppliers, customers, or invitees spill, leak or otherwise discharge any fuel or oil onto the premises, or any other areas on the Airport, LESSOR shall immediately take steps to notify the Airport Director and at its own expense, clean up, contain, and dispose of all spilled materials and comply fully with LESSOR'S clean-up plan while engaging in such clean-up operations. Failure by LESSEE to notify the Airport Director or take immediate action to clean up any spills or leaks shall entitle LESSOR to proceed with clean-up procedures and action, the entire expense of which shall be paid in fully by LESSEE within ten (10) days after notice and invoice from LESSOR of the actual costs incurred in such clean-up operations. LESSEE shall indemnify and hold LESSOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the term of this agreement from LESSEE'S breach of this subsection. The indemnification requirement set forth in this subsection shall survive termination of this Agreement and shall not limit any other indemnification provisions in this Agreement.

10.6 Ban on Residential Dwelling. LESSEE shall not live on the Airport nor permit LESSEE'S representatives, suppliers, customers, or invitees to do so.

ARTICLE 11. ADDITIONAL OBLIGATIONS OF LESSEE.

11.1 Maintenance of Building and Equipment. LESSEE shall maintain all of LESSEE'S equipment stored or operated on the Airport in a safe condition consistent with all grant assurances and all federal, state and local laws, regulations, and rules and in accordance with all manufacturer manuals and bulletins. LESSEE shall be responsible for the repair of fault utility systems to include water and electrical. LESSEE shall also be responsible for the structural integrity of the demised premises. LESSEE agrees, at LESSEE'S sole cost and expense, to keep Premises and Improvements neat, clean and orderly at all times.

11.2 Safe Operations of Equipment. LESSEE shall operate all of LESSEE'S equipment in a safe manner and in accordance with all grant and assurance and all federal, state, and local laws, regulations, and rules, including noise rules, and in accordance with all manufacturers manuals and bulletins.

11.3 Considerate Conduct. LESSEE shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or in areas of LESSOR'S operation.

11.4 Qualified Personnel. LESSEE shall employ persons qualified to conduct safe operations, and in accordance with all grant assurances and all federal, state, and local laws, regulations and rules; as applicable.

11.5 Observance of Airport Rules. LESSEE shall observe and obey, and require its representatives, suppliers and customers to observe and obey, such rules, regulations and/or standards as may be promulgated by LESSOR from time to time for reasons of safety, security, health, sanitation or good order.

11.6 Cleanliness. LESSEE shall keep all Airport areas leased and/or controlled by LESSEE in a clean condition and not permit any unsightly conditions to exist. Reasonable determinations on such matters by LESSOR, as the Airport proprietor, shall be binding upon LESSEE.

11.7 Conduct of Invitees. LESSEE shall make reasonable attempts to control the conduct and demeanor of its representatives, suppliers, customers, and invitees, on, from and around the Airport, and shall take all steps necessary to remove persons whom LESSOR may for good and sufficient cause deem objectionable.

11.8 Affecting Aircraft Operations. LESSEE shall not use the Airport in any manner that might interfere with the landing or taking off of aircraft from the Airport or otherwise constitute a hazard.

11.9 Parking. LESSEE shall ensure that its vehicles and those of its representatives, suppliers, customers, and invitees are parked only in Airport areas designated by LESSOR as parking areas. Additionally, LESSEE shall not store unused or non-operational vehicles, recreational vehicles, motorcycles or mopeds on the airport property without the consent of the Airport Director.

11.10 Pets. LESSEE agrees that any domesticated animals or pets will be leashed while on airport premises and that LESSEE or LESSEE's invitees will be held responsible for any conduct of animals while on airport premises. LESSEE or LESSEE'S invitees shall be responsible for prompt collection and disposal of animal waste.

11.11 Limitations. LESSEE'S rights hereunder shall be subject to express conditions and limitations contained herein and the lawful rights and LESSOR of all governmental authorities having jurisdiction. In addition to the limitations stated elsewhere in this Agreement, LESSEE shall not use the Airport in any manner that would constitute waste, nuisance, or unreasonable annoyance to LESSOR or any other LESSEE, occupant, or user of the Airport.

ARTICLE 12. AIRPORT FUNCTIONS.

12.1 Airport Maintenance. LESSOR shall maintain and keep in repair the landing area (which shall include, without limitations, the runway, taxiway, and apron areas) of the Airport and all publicly-owned facilities of the Airport, and shall direct and control all activities of LESSEE and its representatives, suppliers, customers, and invitees, in this area. LESSOR shall have the right to further develop or improve the landing area of the Airport or any other facility or function of the Airport as it sees fit and LESSEE shall be prohibited from interfering with or hindering such development.

12.2 Exclusive Rights. Notwithstanding anything herein contained that may be, appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

12.3 Force majeure. Neither LESSOR nor LESSEE shall be liable in damages or otherwise because of the interruption of any service, or termination, interruption or disturbance, attributable to strike, lockout, accident, war, or other emergency, law, order, rule, or regulation of or by any governmental authorities, airport grant assurance, failure of supply, inability to obtain supplies, parts, or employees, or any cause beyond such party's reasonable control.

ARTICLE 13. COMPLIANCE WITH LAW: GRANT ASSURANCES, NONDISCRIMINATION; AFFIRMATIVE ACTION.

13.1 Compliance. LESSEE shall comply with this Agreement, all applicable federal, state, country, or local agreements (including agreements between LESSOR and federal, state, county or local government authorities or agencies), laws, rules, regulations, ordinances, grant assurances, and orders of any and all governmental authorities and agencies concerning the Airport or the use thereof, including, but not limited to, the United States Department of Transportation ("DOT"), United States Federal Aviation Administration ("FAA"), the United States Environmental Protection Agency ("EPA"), the Transportation Security Administration (TSA), the North Carolina Transportation Department (NCDOT), North Carolina Department of Environmental Quality ("NC DEQ"), and shall also comply with any rules of occupancy or airport rules regulations, or minimum standards which may be issued by LESSOR or LESSOR'S successor from time to time.

13.2 Nondiscrimination. LESSEE shall ensure that (i) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the LESSEE'S providing employment and in the use of LESSEE'S services, (ii) in the construction of any improvements on, over or under any land leased by LESSEE at the Airport, in LESSEE'S providing employment, and in LESSEE'S furnishing of services at the Airport, no person, on the grounds of race, creed, color, national origin, sex, sexual orientation, age or handicap, shall be excluded from participation in, or denied the benefits of such construction or such services, or otherwise be subject to discrimination, and (iii) LESSEE shall use the Airport in compliance with

all other requirements imposed by or pursuant to 41 C.F.R. Part 60; 49 U.S.C. § 306; 49 C.F.R. Part 21; 49 C.F.R. 27; or the grant assurances contained in FAA Order 5100.38A; as said laws, regulations, or assurances may be amended from time to time.

13.3 Civil Rights. LESSEE shall comply with pertinent statutes, Executive Orders and such applicable rules are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. Wayne County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

13.4 Nondiscriminatory Pricing. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided however, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers or users.

13.5 Affirmative Action. LESSEE will ensure that no person shall, on the grounds of race, creed, color, national origin, sex, or sexual orientation be excluded by LESSEE from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded by LESSEE on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. LESSEE agrees that in the event facilities are constructed, maintained, or otherwise operated on property leases by LESSEE at the Airport, for a purpose for which a DOT program or activity is extended, or for another purpose involving the provision of similar service or benefits. LESSEE shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 29 code of Federal Regulations, DOT Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended from time to time.

ARTICLE 14. SECURITY

14.1 All Applicable Rules. LESSEE shall be responsible for fully complying with any and all applicable grant assurances and all applicable rules, regulations, restrictions, ordinances, statutes, laws, and/or orders or any federal, state, and/or local governmental entity regarding airport and airfield security.

14.2 Access to Secured Areas. LESSEE shall comply fully with applicable provisions of the Federal Aviation Administration Regulations, 14 C.F.R. 77 and 49 C.F.R. Part 1542 as amended from time to time, including the establishment and implementation of procedures acceptable to the Airport Administrator to control access from space leased or controlled by LESSEE to the air operation areas in accordance with the Airport Security Program. Further, LESSEE shall exercise exclusive security responsibility for space leased or controlled by LESSEE.

14.3 Doors and Gates. LESSEE shall be responsible for the maintenance and repair of gates and doors that are located on space leased or controlled by LESSEE. Gates and doors located on space leased or controlled by LESSEE which permit entry into restricted areas at the Airport shall be kept locked by LESSEE at all times when not in use or under LESSEE'S constant security surveillance. Gate or door malfunctions that permit unauthorized entry into restricted areas shall be reported to the Airport Director without delay and affected gates or LESSEE shall maintain doors under constant surveillance until repairs are affected and/or the gate or door is properly secured.

14.4 Penalties. All civil penalties levied by the Federal Aviation Administration for violation of Federal Aviation Regulations pertaining to security, gates, or doors located on the space leased by or otherwise controlled by LESSEE shall be the sole responsibility of LESSEE. LESSEE shall indemnify the Airport and LESSOR for any federal civil penalties or amounts the Airport or County must pay due to any security violation arising from the use of the Airport by LESSEE or the breach of any obligation imposed by Article 6 herein. The indemnification requirement set forth in this Section shall survive termination of this and shall not limit any other indemnification provisions in this Agreement.

SECTION 15. NOTICES

Any notice of demand which any provision in this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepared and addressed as follows:

TO LESSEE:

TO LESSOR:

County Manager
PO Box 227
Goldsboro, NC 27533

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

COUNTY OF WAYNE

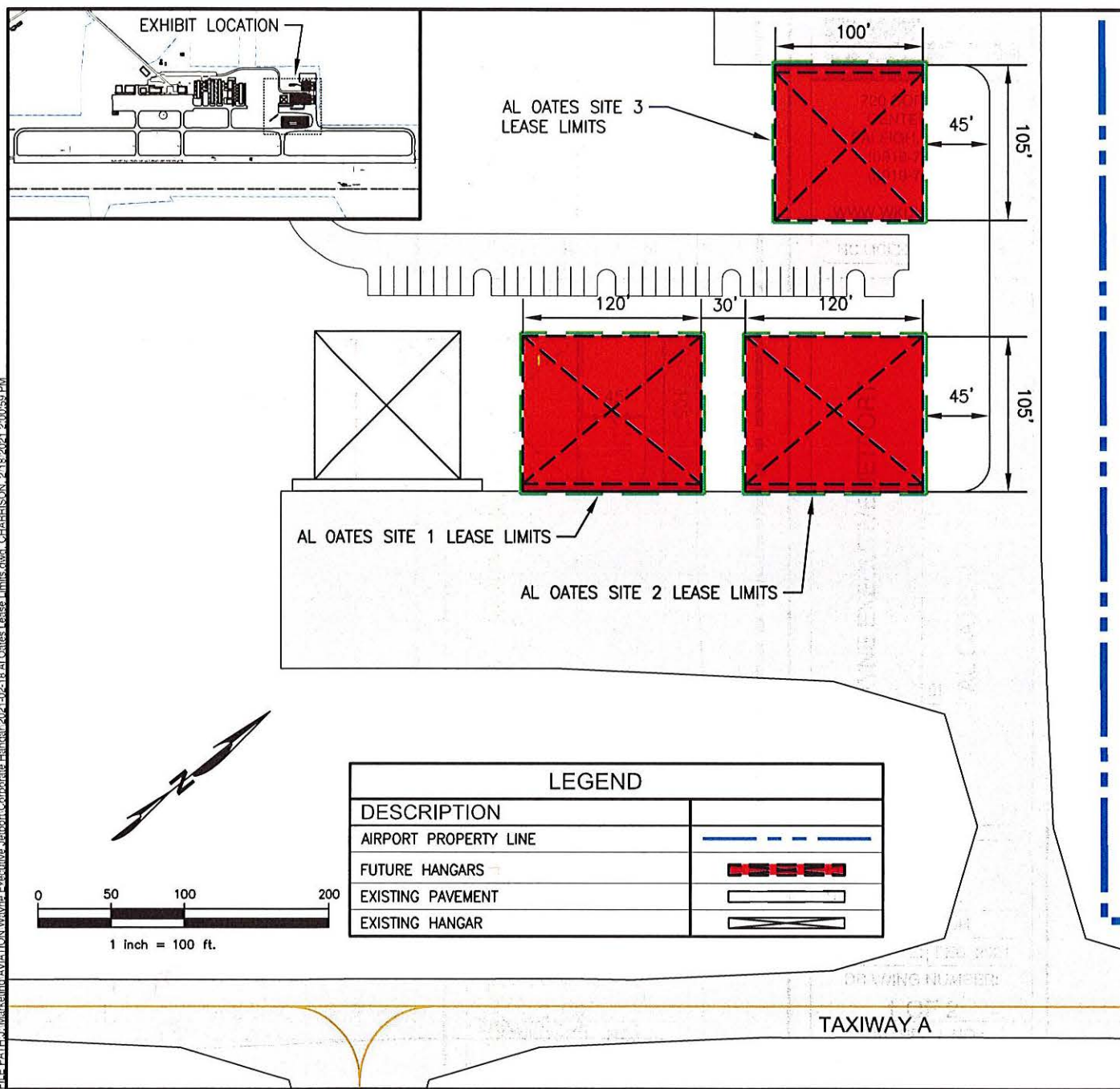
BY: _____
CRAIG HONEYCUTT
COUNTY MANAGER

AL OATES

BY: _____

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FILE PATH: \\Marketing\\AVIATION\\Wayne Executive Jetport\\Corporate Hangar\\2021-02-18 Al Oates Lease Limits.dwg, CHARRISON, 2/18/2021 2:00:58 PM



720 CORPORATE
CENTER DRIVE
RALEIGH, NC 27607
(t)919-782-0495
(f)919-782-9672

WWW.WKDICKSON.COM

NC LICENSE NO.F-0374

PROJECT NAME:

WAYNE EXECUTIVE JETPORT

DRAWING TITLE:

AL OATES LEASE LIMITS
- LEASE 1

PROJ. MGR.: JLE
DESIGN BY: JLE
DRAWN BY: CDH
PROJ. DATE: FEB. 2021

DRAWING NUMBER:

1 OF 2

WKD PROJ. NO.:
20170020.00.RA

WAYNE COUNTY FACILITY SERVICES



WAYNECOUNTY
NORTH CAROLINA

Phone: (919) 731-1168

Fax (919) 731-1166

MEMO

TO: Wayne County Board of Commissioners

From: Wayne County Sewer Dept

Date: March 1, 2021

Subject: Sewer Rate Increase

At the request of the Board of Commissioners, several staff members met yesterday to discuss a recommendation to provide to the Board for an increase in sewer rates. There are many factors that must be considered when determining the appropriate rate to be charged to the customers. Some of these factors include: accuracy and types of meter readings from all involved parties, current rates being charged by the City of Goldsboro, historical consumption figures being realized in the last several months, unresolved billing questions that need to be discussed with the City and the estimated additional costs the County will incur in providing needed repairs and operational costs of the sewer system.

After reviewing these factors and other considerations, the staff is recommending the following changes to the rate structure:

- Customers with capacity (inside rates) – A recommended increase of 10.5%. This would mean an increase from \$6.47 per 1,000 gallons to \$7.15 per 1,000 gallons.
- Customers without capacity (outside rates) – A recommended increase of 10.2%. This would mean an increase from \$12.25 per 1,000 gallons to \$13.50 per 1,000 gallons.
- All customers – A recommended implementation of a minimum monthly charge of \$35.

We are recommending the Board have these rates become effective as soon as possible. We also plan to meet in the coming months to review the impact of this rate increase and the possible impact of any future increases in rates from the City. If you have any questions, please do not hesitate to contact me. Thank you.

THE GOOD LIFE. GROWN HERE.

804-C CORPORATE DRIVE
GOLDSBORO, NC 27530

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: January 19, 2021

Re: Case A-20-01; Subdivision Ordinance Amendment, Secondary Access

Background: Over the past six months, the Planning Board has expressed concern regarding larger scale subdivision developments with only one point of ingress and egress. Specifically, there was concern that in emergency situations, subdivisions will become inaccessible to emergency vehicles if the one access is blocked. Staff was directed by the Board to investigate other jurisdictions and to report back with a potential solution. After several months of discussion, the Planning Board has requested that the Subdivision Ordinance be amended to address the concern.

Proposal: The Planning Board has recommended that two access points would be necessary for subdivisions with more than 100 lots. NC DOT was consulted and will not allow a driveway permit for a second access for any subdivision with 100 lots or less. Highlights of the proposed amendment include:

- Two access points would be required for subdivisions with more than 100 lots.
- The new requirement would apply to the expansion of existing subdivisions if the cumulative number of lots is more than 100.
 - Exception can be granted if the subdivision was designed and built with stubouts to adjacent tracts prior to the adoption of the amendment.
- The new requirement can be waived for an additional 50 lots if there is not a practical way to design a second access or the second access is not permitted by NCDOT.

Recommendation: Planning Board recommends approval of the below amendment. Staff asks that the Commissioners hold a public hearing to receive public input prior to adoption.

Proposed Amendment:

Sec. 70-104 (h) (4) *Subdivision access.*

- a. Subdivision access to the external road system shall be based on the following:
 - i. All subdivisions or developments with more than 100 residential lots or units shall provide a second full service public access built to NC DOT standards.
 - ii. New subdivision or development proposals in which interconnection to an existing subdivision is proposed shall have another full service public access built to NC DOT standards if the cumulative number of lots or units is more than 100. Exception may be granted to those developments in which stubouts to adjacent property were approved and installed prior to the date of this revision.

- iii. Additions to existing subdivisions or developments where the cumulative number of lots or units is more than 100 shall provide a second full service public access built to NC DOT standards.
- iv. This requirement may be waived for an additional 50 lots if evidence of the following is provided:
 - 1. An additional access point is impractical due to topography, natural features, or limitations of the street pattern in the existing adjacent development, or
 - 2. An additional access point would not be permitted by NCDOT.

David M. Perry

2/27/21

Commissioners,

This letter is addressing the potential decision on March 2 on the proposed new ordinance requiring two access points into developments with 100 lots. I felt it was important to share information prior to the meeting to assist you in making an informed decision.

By way of introduction, I am David Perry of Goldsboro Builders Supply. My development company, Perry Real Estate LLC has been in the development business since 2009 and has developed 8 subdivisions with over 400 lots in Wayne County. We currently have 3 developments with 200 lots under construction. We began developing subdivisions as we recognized there was a shortage of new developments in Wayne County for our customers at Goldsboro Builders. This effort has added approximately \$120,000 of additional annual revenue to the county thru property taxes. Including the value of the homes built on the lots, it will add \$780,000 of additional annual property taxes to Wayne County. We feel this not only has made a positive financial impact on Wayne County, but has also provided affordable homes in nice neighborhoods which has provided a better quality of life for our citizens.

This letter is an effort to share a developer's viewpoint on the new proposed ordinance that would require two access roads for developments with subdivisions with 100 lots. I understand and respect the first responder's safety issues that this proposed ordinance is addressing. I share any safety concerns, however, the current proposed ordinance has several points that are problematic not only for developers but while potentially curing one safety issue, creates another one. NCDOT regulations require a minimum of 400 feet between two access points to prevent traffic accidents. If the new ordinance required two access roads as written, this begs the question of which is more of a safety hazard? Which regulation would prevail? Also NCDOT regulations often require a

developer to install a turning lane. A typical turning lane costs \$150,000. An additional access road requiring two turning lanes would cost \$300,000 or if NCDOT required on continuous turning lane it could cost \$500,000. This would drastically reduce new developments in Wayne County as the market will not support these additional costs. This would not be good for Wayne County.

Property value from a seller's viewpoint is based on a per acre basis. The value of the property from a developer's viewpoint is based on the number of lots that can be designed on the tract. For example, if it is a 150 acre tract that would yield 175 lots, a developer could only base his purchase price based on 99 lots because we have to purchase the land, do the design and then get approvals. We couldn't "assume" we would be granted a variance up to 150 lots because if we weren't, it would drive up the per lot cost, where builders couldn't afford to pay a higher than market price for the lots. Also, the property owner likely would not be willing to sell his property lower than a per acre market price. Accordingly, it is unlikely a sale would occur. Is this fair to a Wayne County property owner who wants to sell, but can't due to undue regulations? It is highly unlikely the sale would occur, but if it did, it would drive the cost of homes up where home buyers could not afford them. This hurts housing affordability for our citizens.

In closing, I am asking for a deferment on the decision on this proposed ordinance as in my opinion there are major issues with it as it is currently written. Possibly there are other options to address the safety issue with reasonable regulations for developers and property owners. As a business owner I encourage my staff to bring problems to me so we can solve them, but they know, if they bring a problem, they are required to also offer a solution. In that spirit, myself, other developers and engineers whom I have conferred with about this have agreed to assist the planning board in building a revised regulation that will provide safety with fair regulation for developers, property owners and home buyers in Wayne County. I trust if granted the opportunity, we can reach a mutually beneficial resolution.

David M. Perry

Memorandum

To: Wayne County Board of Commissioners
From: Craig Honeycutt, County Manager
Date: 2/22/2021
Re: Personnel Policy Update – 03/02/2021 Meeting

Attached to this memo is a resolution to amend Article III, Section 14-B of the Wayne County Personnel Policy, which addresses Certification Levels Eligible for Salary Increase. The update will add three certifications that apply to the Tax Office: Tax Collector, Deputy Tax Collector, and Assistant Tax Collector.

The requested certifications would have been on the original certification appendix; however, the lines were omitted due to an administrative error in 2019.

ORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2021-7: A RESOLUTION AMENDING THE WAYNE COUNTY PERSONNEL POLICY

WHEREAS, the Wayne County Board of Commissioners is authorized by North Carolina General Statutes(NCGS) 153A-94 to establish personnel policies that promote the hiring and retention of capable, diligent, and honest career employees; and

WHEREAS, the County Manager has recommended amending one article in the Personnel Policies previously adopted by Resolution of the Board of Commissioners; and

WHEREAS, after careful consideration of those changes the Board of Commissioners had determined that it wishes to adopt said changes by Resolution;

NOW, THEREFORE BE IT RESOLVED that the document entitled "WAYNE COUNTY PERSONNEL POLICY" previously adopted as the personnel policies for Wayne County Government, is hereby amended as follows:

Article III, Section 14-B, change the item from:

COUNTY OF WAYNE Appendix to the Certification Policy Certification/Licensure Levels Eligible for Salary Increase		
Department	Certification/Licensure	Percentage of Increase
Board of Elections	Certified Elections Administrator	2%
Clerk to the Board	NCCCM	2%
Co-op Extension Service	Technical Specialist for Waste Utilization Plan	2%
	Pesticide License (NC Dept. of Ag. Certification)	\$200
	Certified Plant Professional (NC Nursery & Landscape Assoc.)	2%
	Certified Professional Argonomist (state & national cert.)	2%
	Certified Crop Advisor (Public Agriculture 2 yr. program)	2%
	Notary Public for 4-H and NC State documents	\$100
Emergency Services – 911	Public Safety Telecommunicator (I and II)	2%
	SDI Certification (State Department of Criminal Investigation)	2%
	Emergency Medical Dispatch Certification	2%
	Advanced Public Communications Training Officer Certification	2%
	RPL (Registered Public Safety Leader) Certification	2%
	NENA (Emergency Number Professional) Certification	2%
	APCO Certified Public Safety Executive	2%

Emergency Services - Fire	Fire Science Degree	2%
	Fire Prevention Level 2	2%
	Fire Prevention Level 3	2%
EMS & WayneNET	EMS Science Degree or EMS Management Institute Program	2%
Facilities Services	Sewer Collection Level 2	2%
	Sewer Collection Level 3	2%
	Sewer Collection Level 4	2%
	Pesticide Applicator (ornamentals and turf)	\$200
	Pesticide Applicator (right of way)	\$50
	Plumbing Backflow Inspections	2%
	HVAC Boiler Inspections	2%
	Locksmith	2%
	Certified Environmental Services Specialist (Housekeeping)	\$100
Finance	NC Local Govt. Finance Officers Certification Program	2%
	Certified Budget and Evaluation Officer	2%
	Certified Local Government Purchasing Officer	2%
Human Resources	International Public Mgmt. Certified Professional (IMPA-CP)	2%
	International Public Mgmt. Sr. Certified Professional (IMPA-SCP)	2%
I.T.	CISSP (Certified Information Systems Security Professional)	2%
	CCIE (Cisco Certified Internetwork Expert)	2%
	PMP (Project Management Professional)	2%
	MCSE (Microsoft Certified Solutions Expert)	2%
	CGCIO (Certified Government Chief Information Officer)	2%
	CCNP (Cisco Certified Network Professional)	1%
	MCSA (Microsoft Certified Solutions Associate)	1%
	CCNA (Cisco Certified Network Associate)	1%
	A Plus Computer Service Technicians	\$250
	Security Plus (cryptography and access control)	\$250
	Network Plus (hardware, installation and troubleshooting)	\$250
	MCTS (Microsoft Certified Technology Specialist)	\$250
	MCITP (Microsoft Certified IT Professional)	\$250
	MCP (Microsoft Certified Professional)	\$250
Inspections	Building Code Inspector Level 2	2%
	Building Code Inspector Level 3	2%
	Electrical Code Inspector Level 2	2%
	Electrical Code Inspector Level 3	2%
	Mechanical Code Inspector Level 2	2%
	Mechanical Code Inspector Level 3	2%
	Plumbing Code Inspector Level 2	2%
	Plumbing Code Inspector Level 3	2%
	Fire Code Inspector Level 2	2%
	Fire Code Inspector Level 3	2%
Planning	NC Certified Zoning Officer Certification	1.5%
	NC Certified Floodplain Manager	1.5%
	Certified GIS Professional	2%
	American Institute of Certified Planners	2%

Public Affairs	Public Information Officer	2%
Register of Deeds	Certified Deputy Register of Deeds	2%
	Certified Assistant Register of Deeds	2%
Services on Aging	Ann Johnson Institute Graduate (professional training for SOA)	2%
Sheriff	Criminal Investigation Certification Program	2%
	Tactical Training	2%
	SRO Certification Program	2%
	Coastal Plain Law Enforcement Management Institute	2%
	Fire Investigator	2%
	Polygraph Examiner	2%
	K-9 Instructor	2%
	DRE – (Drug Recognition Expert)	2%
	Advanced Law Enforcement Certificate	2%
Soil & Water	NC Environmental Education Certification Program	2%
	Technical Specialist for Waste Utilization Plan	2%
	Agriculture Pest Control Plan	\$100
	Animal Waste Operation Certification	\$100
	Natural Resources Certified Conservation Planner	2%
	NRCS/NC Soil & Water Commission Job Approval Authority	2%
Tax Administration	Real Property Certification	2%
	Personal Property Certification	2%
	Appraiser Level 1 Certification	2%
	Appraiser Level 2 Certification	2%
	Appraiser Level 3 Certification	2%
	Certified Mapper	1.5%
	Certified Senior Mapper	1.5%

To:

COUNTY OF WAYNE Appendix to the Certification Policy Certification/Licensure Levels Eligible for Salary Increase		
Department	Certification/Licensure	Percentage of Increase
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	CGCIO (Certified Government Chief Information Officer)	2%
	CCNP (Cisco Certified Network Professional)	1%
	MCSA (Microsoft Certified Solutions Associate)	1%
	CCNA (Cisco Certified Network Associate)	1%
	A Plus Computer Service Technicians	\$250
	Security Plus (cryptography and access control)	\$250
	Network Plus (hardware, installation and troubleshooting)	\$250
	MCTS (Microsoft Certified Technology Specialist)	\$250
	MCITP (Microsoft Certified IT Professional)	\$250
	MCP (Microsoft Certified Professional)	\$250

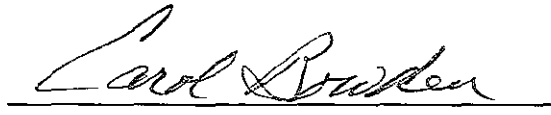
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	Mechanical Code Inspector Level 3	2%
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	Personal Property Certification	2%
	Appraiser Level 1 Certification	2%
	Appraiser Level 2 Certification	2%
	Appraiser Level 3 Certification	2%
	Certified Mapper	1.5%
Tax Collections	Certified Senior Mapper	1.5%
	Collector	2%
	Deputy Tax Collector	2%
	Assistant Tax Collector	2%

"The Wayne County Board of Commissioners has adopted these Personnel Policies by Resolution in order to establish a personnel system which will recruit, select, develop, and maintain an effective and responsible work force. These Personnel Policies can only be amended by subsequent Resolution adopted by the Board of Commissioners."

This the 2nd day of March 2021 and effective the 1st day of July 2019.




Wayne Aycock, Chairman
Wayne County Board of Commissioners


Carol Bowden, Clerk to the Board

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: February 11, 2021

Re: Case A-21-01; Subdivision and Zoning Ordinance Amendments; Compliance with NCGS 160D

Background: The North Carolina General Assembly has recodified and modernized the Planning and Zoning enabling statutes. This statute consolidates the city and county statutes and provides more clarifications and expectations for local government.

Proposal: Staff has reviewed the Subdivision and Zoning Ordinance to ensure compliance with the new Statute. A few changes are necessary and are listed below. All of the proposed changes are statute specific and adjusted solely for the purpose of compliance.

Recommendation: Planning Board recommends approval of the below amendment. Staff asks that the Commissioners hold a public hearing to receive public input prior to adoption.

Proposed Zoning Ordinance Amendments:

Footnotes:

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State Law reference— Planning and regulation of development, G.S. ~~153A-320~~ 160D et seq.; grant of zoning power to counties, G.S. ~~153A-340~~ 160D.

ARTICLE I. - AUTHORITY AND ENACTMENT CLAUSE

The Board of County Commissioners of Wayne County, North Carolina, pursuant to the authority granted by ~~Article 20B~~ of Chapter ~~153~~ 160D of the General Statutes of North Carolina, does hereby enact into law these Articles and Sections.

Section 114. - Penalties for Violation. ¹

Any person violating any provision of this ordinance or failing to comply with this ordinance shall be guilty of a misdemeanor any upon conviction shall be punishable for each

offense by a fine not to exceed fifty (50) dollars a day or by imprisonment not to exceed thirty (30) days.

In addition to the above criminal fines, the Enforcement Officer may obtain enforcement from a court of competent jurisdiction through equitable remedies such as, prohibitory injunctions, affirmative injunctions, mandamus, or an order of abatement as provided by North Carolina General Statute ~~153A-123~~ **160D**.

Notwithstanding the criminal penalties and fines and equitable remedies, a violation of any provision of this ordinance shall subject the violator to a civil penalty in the amount of fifty (50) dollars to be recovered by Wayne County. Violators shall be issued a written citation which must be paid within ten (10) days.

Any violation of this ordinance of [or] failure to comply with this ordinance may be enforced by any one or more of the remedies specified above. Each day such violation continues shall be considered a separate and distinct violation.

Nothing herein contained shall prevent Wayne County from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 115. - Right of Appeal.

If the Zoning or Occupancy Certificate is denied, the applicant may appeal the action of the Zoning Enforcement Officer to the Board of Adjustment **within 30 days of receipt of the written notice of the determination.**

Section 123. - Appeals.

123.1 Appeals from the enforcement and interpretation of this ordinance, and requests for Special Use Permits or variances shall be filled with the Zoning Enforcement Officer , who shall transmit all such records to the Board of Adjustment.

a. Appeals from the enforcement and interpretation of this ordinance shall be made within 30 days from receipt of the written notice of determination.

130.4 Public Hearing by the Board of Commissioners.

A public hearing shall be held by the Board of County Commissioners before adoption of any proposed amendment to this ordinance. A notice of such public hearing shall be given once a week for two (2) consecutive calendar weeks in a newspaper of general circulation in Wayne County. Said notice shall be published the first time not less than ten (10) days nor more than twenty-five (25) days ⁸¹ prior to the date established for such public hearing.

When a zoning map amendment is proposed, a notice of the hearing shall be posted on the property at least 10 days but not more than 25 days prior to the date of the hearing.

Following the public hearing the Board of Commissioners shall return the petition to the Planning Board, if no recommendation has been received. The Planning Board will then

have thirty (30) days from the time it receives the petition from the Board of Commissioners to make a recommendation. Failure of the Planning Board to submit its recommendations within this time period shall constitute a favorable recommendation. ⁸²
□

Proposed Zoning Ordinance Amendments:

Sec. 70-3. - Authority.

This chapter is adopted under the authority and provisions of G.S. ch. ~~153A, art. 18, pt. 2~~ **160D**.

State Law reference— County regulatory authority for subdivision regulations, G.S. ~~153A-330~~ **160D**.

Sec. 70-4. - Jurisdiction.

The regulations contained herein, as provided in G.S. ch. ~~153A, art. 18, pt. 2~~ **160D**, shall govern each and every subdivision of land within the county outside of the jurisdiction of any incorporated municipality.

Sec. 70-35. - Effect of plat approval in dedications.

Pursuant to G.S. ~~153A-333~~ **160D**, the approval of a plat does not constitute or effect the acceptance by the county or the public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat and shall not be construed to do so.

Sec. 70-36. - Penalties for violation.

- (a) Pursuant to G.S. ~~153A-334~~ **160D**, after the effective date of the ordinance from which this chapter is derived, any person who being the owner or agent of the owner of any land located within the territorial jurisdiction of this chapter, thereafter subdivided his land in violation of this chapter or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under the terms of this chapter and recorded in the office of the county register of deeds, shall be guilty of a misdemeanor. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The county, through its attorney or other official

designated by the board of commissioners, may enjoin illegal subdivision, transfer, or sale of land by action for injunction. Further, violators of this chapter shall be subject, upon conviction, to fine and/or imprisonment and provided by G.S. 14-4.

- (b) The violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of \$50.00 to be recovered by the county. Violators shall be issued a written citation which must be paid within ten days.
- (c) Each day's continuing violation of this chapter shall be a separate and distinct offense.
- (d) Notwithstanding subsection (b) of this section, this chapter may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction.
- (e) Nothing in this section shall be construed to limit the use of remedies available to the county. The county may seek to enforce this chapter by using any one, all or a combination of remedies.

Sec. 70-70. - Plat shall be required on any subdivision of land.

- (a) Pursuant to G.S. ~~153A-331~~ **160D**, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this chapter whenever any subdivision of land takes place. However, the subdivider may qualify for an exemption to filing a subdivision plat if the conditions in subsection (b) of this section are met, provided that the exemption outlined below shall not be self-executing.

Sec. 70-71. - Approval prerequisite to plat recordation and permit applications.

- (a) Pursuant to G.S. ~~153A-332~~ **160D**, no subdivision of land, nor a final plat of a subdivision of land within the territorial jurisdiction of the county, as established in section 70-4, shall be recorded by the register of deeds of the county until it has been approved by the county commissioners, county planning board and/or the planning department, as provided herein. To secure such approval, the subdivider shall follow the procedures established in this article.

Sec. 70-75. - Final plat submission and review.

- (c) *Improvements guarantees (major subdivisions only).*
 - (1) *Agreement and security required.* A subdivision improvement agreement, the content and requirements of which having previously been approved by the board of commissioners, shall be signed by the subdivider and filed with the planning department prior to the consideration of any plat. In addition, the county may enter into an agreement with the subdivider whereby the subdivider shall agree to complete all

required improvements not yet installed at the time of final plat consideration by the board of commissioners, provided that the subdivider submit the appropriate guarantees as listed below, and all other requirements of this chapter are met. To secure this agreement, the subdivider shall provide, subject to the approval of the board of commissioners, either one, or a combination of the following guarantees, not exceeding 1.25 times the entire cost of improvement as provided herein:

- a. *Cashiers check.* The subdivider shall obtain a cashiers check from a bank or other qualified financial institution authorized to do business in the state. The check shall be payable to Wayne County and shall be in an amount equal to 1.25 times the entire cost, as estimated by the subdivider and approved by the planning board, of installing all required improvements.
- b. *Irrevocable letter of credit.* The subdivider shall obtain an irrevocable letter of credit from a bank or other qualified financial institution authorized to do business in the state. The amount of authorized credit shall be equal to 1.25 times the cost, as estimated by the subdivider and approved by the planning board, of installing all required improvements. The wording and language of the irrevocable letter of credit shall be approved by the board of commissioners. The duration of the letter of credit shall be until such time as the improvements are accepted by the board of commissioners.
- c. *Surety bond.* The subdivider shall obtain a surety bond from a company authorized to do business in the State. The amount of authorized bond shall be equal to 1.25 times the cost, as estimated by the subdivider and approved by the planning board, of installing all required improvements.

Sec. 70-128. - Subdivision defined.

For the purposes of this chapter, the term "subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets. But the following shall not be included within this definition nor be subject to any regulations enacted pursuant to this chapter:

- (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the county as shown in this chapter.
- (2) The division of land into parcels greater than ten acres where no street right-of-way dedication is involved.
- (3) The public acquisition by purchase of strips of land for the widening or opening of streets.
- (4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and

where the resultant lots are equal to or exceed the standards of the county as shown in this chapter.

- (5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.
- (6) Only a plat for recordation will be required for the division of a tract or parcel of land in single ownership if all of the following criteria are met:
 - a. The tract or parcel to be divided is not exempted under subdivision (2) of this subsection.
 - b. No part of the tract or parcel to be divided has been divided under this subsection in the 10 years prior to division.
 - c. The entire area of the tract or parcel to be divided is greater than 5 acres.
 - d. After division, no more than three lots result from the division.
 - e. After division, all resultant lots comply with all of the following:
 - i. All lot dimension size requirements of the applicable land-use regulations, if any.
 - ii. The use of the lots is in conformity with the applicable zoning requirements, if any.
 - iii. A permanent means of ingress and egress is recorded for each lot.