



TOWN OF SOUTHERN SHORES
TOWN COUNCIL REGULAR MEETING-

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

www.southernshores-nc.gov

PITTS CENTER

Tuesday, December 03, 2024 at 5:30 PM

AGENDA

Call Meeting to Order

Pledge of Allegiance

Moment of Silence

Amendments to / Approval of Agenda

Consent Agenda

1. Resolution #2024.12.01- 2025 Council Meeting Schedule

2. Minutes Approval

Presentations

Staff Reports

Planning/Deputy Town Manager

Monthly Permit Report

Planning Board Update

Police Chief

Fire Chief

Town Manager

Juniper/Trinitie Bridge update

NC 12 new and replacement sidewalk

Cemetery Improvements

Town Hall Remodel

Town Attorney

General Public Comment (Limit: 3 minutes per speaker.)

Old Business

New Business

3. 2024 Beach Monitoring Update-Ken Willson, Coastal Protection Engineering

4. Public Hearing-ZTA-24-05, a Zoning Text Amendment application submitted by the Town of Southern Shores to amend Town Code Section 36-171 to establish that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard

(setback) on any unimproved lot in all zoning districts, and exceptions from having to obtain a lot disturbance-stormwater management permit to remove a tree greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts when a tree emergency is deemed to exist.

5. Consideration of Chicahawk Sidewalks Maintenance

6. Historic Landmarks Commission (HLC) Re-appointments

General Public Comment (Limit: 3 minutes per speaker.)

Council Business

Closed Session-N.C.G.S. 143-318.11(a)(3) attorney-client privilege

Adjourn



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COUNCIL MEETING SCHEDULE 2025

[NCGS §160A-71 and §143-318.12; Section 6. Rules of Procedure of Town Council]
Resolution #2024-12-01

WHEREAS, the Town Council of Southern Shores hereby resolves to notice and implement the following meeting schedule for calendar year 2025, and;

WHEREAS, all Regular and Special Meetings of the Council are scheduled to be held in the Kern P. Pitts Center of the Town Hall complex at the address above unless noticed otherwise.

BE IT RESOLVED that the monthly Regular Meetings of the Town of Southern Shores Town Council will take place on the dates and times as follows:

- Tuesday, January 7, 2025, 5:30 p.m.
- Tuesday, February 4, 2025, 5:30 p.m.
- Tuesday, March 4, 2025, 5:30 p.m.
- Tuesday, April 1, 2025, 5:30 p.m.
- Tuesday, May 6, 2025, 5:30 p.m.
- Tuesday, June 3, 2025, 5:30 p.m.
- Tuesday, July 8, 2025, 5:30 p.m.
- Tuesday, August 5, 2025, 5:30 p.m.
- Tuesday, September 2, 2025, 5:30 p.m.
- Tuesday, October 7, 2025, 5:30 p.m.
- Wednesday, November 5, 2025, 5:30 p.m.
- Tuesday, December 2, 2025, 5:30 p.m.

BE IT RESOLVED that Workshop Meetings of the Town of Southern Shores Town Council will take place as needed on the third Tuesday of each month at 9:00 a.m.

BE IT FURTHER RESOLVED that pursuant to North Carolina General Statute §143-318.10, each “official meeting” of the Council shall be open to the public regardless of whether such meeting is a “regular”, “special”, or “emergency” meeting, and regardless of whether any meeting is described informally as a “retreat”, “forum”, “session” or “workshop”; and pursuant to North Carolina General Statute §143-318.11, the Council may hold a “closed session” and exclude the public only when such closed session is required by law as enumerated in the referenced statute.

BE IT FURTHER RESOLVED that to process routine actions in an expeditious manner, a consent agenda will be utilized and administered as part of Council's regular meeting agenda.

BE IT FURTHER RESOLVED, allowance of public comment will be placed on the agenda for each Regular Meeting of the Council, pursuant to NCGS §160A-81.1 and consistent with Section 17 of the Rules of Procedure of Town Council, for any citizen to address the Council on any matter not noticed on the agenda for a public hearing; as the meeting presiding officer, the Mayor is authorized to establish Rules for any public comment period.

Adopted this 3rd day of December 2024

S E A L

Elizabeth Morey, Mayor

ATTEST:

Sheila Kane, Town Clerk



Agenda Item Summary Sheet

Date: 12/3/24

Item #: 1 (consent agenda)

Item Title: Resolution 2024-12-01 Council Meeting Schedule for 2024

Item Summary: All meetings of the Southern Shores town council for calendar year 2025 are hereby scheduled on the first Tuesday of every month at 5:30 PM with the following exceptions:

- Tuesday, July 8, 2025 (due to the holiday the week before)
- Wednesday, November 5, 2025 (scheduled for Wednesday due to municipal elections on Tuesday Nov. 4th and Veterans Day the following Tuesday, Nov. 11th)



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Council Meeting Minutes

Tuesday, October 1, 2024

7

8

9 Present

10 Mayor Morey

11 Mayor pro tem Neal

12 Council Member Sherlock

13 Council Member Batenic

14 Council Member Neilson

15 Call Meeting to Order

16 The meeting was called to order by Mayor Morey. It was noted to be the regular meeting of the Town

17 Council for the Town of Southern Shores.

18 Pledge of Allegiance

19 The attendees stood for the Pledge of Allegiance.

20 Moment of Silence

21 A moment of silence was observed.

22 Amendments to / Approval of Agenda

23 Council Member Sherlock **moved** for approval of the agenda as presented, Seconded by Council

24 Member Neilson. The motion carried unanimously.

25 Consent Agenda

26 The consent agenda was presented, which included the approval of annual Reconstruction Task

27 Force members and a budget amendment concerning the cemetery.

28 • Approval of Annual Reconstruction Task Force Members

29 • Budget Amendment (cemetery)

30 Council Member Sherlock **moved** to approve the consent agenda as presented, Seconded by

31 Council Member Neilson. The motion carried unanimously.

32

33

Presentations

34

Audit Presentation

35 An audit presentation was given by Read Parker, a representative from Carr, Riggs & Ingram,
 36 P.L.L.C. It was reported that the financial statements were fairly presented without any material
 37 issues. The auditors also looked at internal controls and found no issues to report. A focus was
 38 provided on year-end financials, net positions, and fund balances.

39

- Key Highlights:

40

- Net Position: Closed at \$26,605,000, a decrease due to depreciation on the beach

 41 nourishment project.

42

- General Fund: Fund balance at \$15,593,929, with a \$195,000 increase, showing

 43 strong financial health.

44

- Investment Earnings: Significant growth in investment income, up to \$659,000.

45

- Fund Balance: 54% of general fund expenditures, exceeding state

 46 recommendations, ensuring reserve strength.

47 [A copy of the full audit is available on the town website]

48

Staff Reports

49

Planning/Deputy Town Manager

50 Deputy Town Manager/Planning Director Wes Haskett reported on September permits, including
 51 totals, fees collected, and an update was provided regarding code enforcement. Additionally, he
 52 provided a brief update on the town's comprehensive land use plan and the planning board.

53

Comprehensive Land Use Plan

54 The final draft has been certified by DCM and staff is waiting on delivery of the final certified draft
 55 which will be posted on the Town website once received.

56

Planning Board

57 The Town Planning Board will meet on October 21st at 5:00 p.m. here in the Pitts Center. The
 58 purpose of the meeting is for the Board, performing the duties of the Southern Shores Board of
 59 Adjustment, to hold an evidentiary hearing to consider VA-24-01, a Variance application submitted
 60 by Anthony Mina to seek relief from Town Code Section 30-96(f), Lots and Town Code Section 36-
 61 202(d), Dimensional Requirements for the property located at 75 E. Dogwood Tri. The Board may
 62 also consider ZTA-24-05, a Zoning Text Amendment application submitted by the Town of Southern
 63 Shores to amend Town Code Section 36-171 to allow the removal of trees greater than 6 inches in
 64 diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any
 65 unimproved lot in the general commercial district without obtaining a lot disturbance-stormwater
 66 management permit in emergency situations.

67

68

69

70 Police Chief

71 Police Chief David Kole presented his department's September monthly report and discussed
72 staffing levels and ongoing efforts to add new members to the police department. Information was
73 shared about support efforts for Western Carolina.

74 Fire Chief

75 Fire Chief Limbacher reported on September's fire department activities, with an overview of
76 various emergency responses.

77 Town Manager

78 Town Manager Ogburn presented quarterly financials, highlighting revenues, taxes, fund balances,
79 expenses, and investments. Details were shared regarding infrastructure and equipment expenses
80 and future financial goals.

81 Town Attorney

82 Town Attorney Phillip Hornthal had nothing to report.

83 General Public Comment

84 A comprehensive statement by an absent town resident, Anthony Mina of 75 East Dogwood Trail
85 was read into the record regarding zoning amendments and related concerns.

86 Old Business

87 Southern Shores Entry Corridor Enhancement Committee Appointments

88 The Southern Shores Corridor Enhancement Committee was established to address improvements
89 along the key entry corridor to enhance both the aesthetics and functionality of the area.

90 Mayor Morey stated the council discussed the formation of this committee at the prior meeting,
91 underscoring the importance of having community representation in decisions impacting the
92 town's entry corridor.

93 Mayor Pro Tem Neal led the selection process, with input from council members to identify
94 individuals who represent a cross-section of community interests.

95 The committee includes:

96 Town Officials

97 - Mayor Morey

98 - Mayor Pro Tem Neal

99 - Planning Director/Deputy Town Manager Wes Haskett

100 Community Members

101 - Michael Zehner

102 - Matt Price

103 - Jim Gould

- Linda Lauby

This group brings a mix of planning experience, community insight, and a vested interest in maintaining and improving Southern Shores' character.

Mayor pro tem Neal **moved** to nominate the proposed members to the entry corridor enhancement committee, Seconded by Council Member Batenic. The motion was carried unanimously.

The council unanimously approved the committee appointments, with members expressing optimism about the group's potential to positively impact Southern Shores' appearance and accessibility.

New Business

Channel Marker Maintenance Agreement

The council reviewed an agreement for the maintenance of channel markers between the Town of Southern Shores, Southern Shores Civic Association (SSCA), and Martins Point Homeowners Association. Amendments pertaining to the responsibilities and updates to official forms were discussed. Previously, each entity contributed \$400 annually for minor repairs to channel markers. The agreement outlines a collaborative approach for future maintenance without requiring annual contributions.

The town will handle permitting, and all parties will cover repair costs as they arise, based on invoicing rather than pooled funds. A Coast Guard form (CG-2554) must be updated to reflect current marker characteristics and responsible parties, following recent adjustments to marker locations.

Town Manager Ogburn recommended that additional language be added to ensure prompt payment (within 14 days) by all parties.

Mayor Morey **moved** to approve the MOA contingent upon the successful completion of the new CG 2554 private navigation application along with the town manager's recommended amendment, Seconded by Mayor pro tem Neal. The motion was approved unanimously.

Bid Award - NC 12 Path Construction Project

The agenda summary read as, the Town was awarded a Dare County Tourism Bureau Tourism Impact Grant in the amount of \$118,855, for construction of a new multi-use-path from East Dogwood Trail to Hickory Trail along the west side of NC12/Duck Rd. Budgeted funds, including the grant, total \$290,400. The current fiscal year budget also includes funding in the amount of \$150,000 for repairs to the existing path. Replacement of the current path from 3rd Ave to 5th Ave is recommended for funding.

Three contractors bid on the project with H&H Contracting submitting the low bid of \$452,583.21 for both projects including \$313,915.34 for the new construction and \$138,667.87 for the replacement. An additional \$12,183.21 will be transferred from the street maintenance budget to make up the shortfall, which will not require Council approval of a budget amendment.

Staff recommend awarding contracts of \$313,915.34 and \$138,667.87 to H&H Contracting for the construction and repair of multi-use-paths along NC 12/Duck Rd.

Council Member Neilson asked if cutting back vegetation was being considered to eliminate some root damage along the paths. Town Manager Ogburn stated that was one of the main reasons to switch to concrete.

Mayor pro tem Neal **moved** to authorize the town manager to enter into a contract with H and H Land Development for multi-use path repair and the new sidewalk on west side of Duck Road as stated, Seconded by Council Member Batenic. The motion carried unanimously.

Budget Amendments - Security Camera Software Replacement/Upgrade

Town Manager Ogburn explained the current security camera system for the Pitts Center, Town Hall, and the police department is outdated and no longer supported, limiting functionality and requiring a comprehensive upgrade. A budget amendment was proposed to replace the aging security cameras and supporting software within various town facilities.

Council Member Batenic **moved** to approve fund balance for camera replacement and software, Seconded by Council Member Sherlock. The motion carried unanimously.

General Public Comment

Len Schmitz, 184 Wax Myrtle Trail-again thanked the council for approving the budget amendment for the sand fence. He expressed concerns of the potholes on East Dogwood Trail.

Council Business

Council Member Batenic provided a July Tourism Board report, highlighting that occupancy was down 9% and 7.2% year to date. He reported the Airbnb area is struggling. Meals taxes were a better story, coming in slightly higher than the previous year. The Tourism Board has approved and given out several hundreds of thousands in event grants, as a means to draw in visitors.

Council Member Neilson provided an update on CurrentTV; highlighting the Blue Zone presentation, OBX Promise and a potential film festival he suggested.

Council Member Sherlock thanked the staff for an impressive audit.

Mayor pro tem Neal echoed Council Sherlock's comments on the town's annual audit, he also thanked the volunteers and staff on the Corridor Committee.

Mayor Morey stated in anticipation of receiving three bids as required by the North Carolina General statutes at the bid opening which is scheduled for 11 am on Friday, October 4th council needs to schedule a special meeting for Thursday, October 10th at 9:00 a.m., the only item on the agenda will be the consideration of awarding of bid for the construction of the new bridge to replace the Culvert at Juniper and Trinitie Trail.

180 **Adjourn**

181 Council Member Batenic moved to adjourn this meeting and reconvene on October 10th at
182 9:00 am for a special meeting here in the Pitts Center, Seconded by Council Member
183 Sherlock. The motion carried unanimously. The time was 6:30 pm

184



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6

7 Meeting minutes

8 Reconvened Council Meeting

9 Pitts Center

10 October 10, 2024 at 9:00 AM

11

12 Present

13 Mayor Morey

14 Mayor pro tem Neal

15 Council Member Sherlock

16 Council Member Batenic

17 Opening

18 Call Meeting to Order

19 The meeting was convened by Mayor Morey, who welcomed everyone to the
20 reconvened council session for Southern Shores on Tuesday, October 10.

21 Pledge of Allegiance

22 The Pledge of Allegiance was recited by those present.

23 Moment of Silence

24 Mayor Morey requested a moment of silence to keep those affected in the western
25 part of the state.

26 Business Items

27 Consideration of Awarding of Bid for the Construction of the New Bridge to
28 Replace the Culvert at Juniper and Trinitie Trail

29 Town Manager Ogburn outlined that the replacement of the culvert bridge project
30 on Juniper/Trinitie Trail began with an agreement with Kimley Horn for
31 conceptual studies for replacing the existing culvert. After evaluating three
32 alternatives, the council selected the core slab bridge option and entered into an
33 agreement in February 2023 for construction documents. The project was
34 advertised as required by statute, and four bids were received. The lowest bidder

was Smith Rowe with a total of \$1,667,178.70, recommending Smith Rowe as the qualified bidder after evaluations.

The manager explained procedure requirements, emphasizing the necessity for the council's approval to move forward with awarding the contract and authorizing the town manager to execute contracts and issue necessary notices. Adjustments were noted due to statute requirements, lowering the contract execution period from 15 to 10 days.

Town Manager Ogburn addressed the timeline; once the notice to proceed is issued, the clock says that work will substantially need to be complete within 180 days after the notice to proceed and completed and ready for final payment within 210 days of the notice to proceed.

Town Manager Ogburn also noted that he is still negotiating the construction administration contract with Kimley Horn and also securing a contractor for the construction engineering and inspection contract. These additional combined contract costs should be under \$200,000.

Mayor Morey prompted questions about the process, expressing awareness of its scale compared to previous projects, such as the street improvements and beach nourishment that were managed externally. Town Manager Ogburn stated that everything is outlined in the contract with continuous checks along the way.

Public Comment

Jeff Hummell expressed concerns with aesthetic elements of the bridge, urging consideration of the visual design, including requests for aesthetically pleasing features such as steel-backed timber where possible and requested the council slow the decision making down in order to consider design options.

Council Member Neilson felt that if some aesthetic elements, such as concrete stamping, or kind of a beautification effort of some sort could be done within the existing contract without a change order and running up cost, then it would be a worthwhile and within the character of Southern Shore.

Council Member Sherlock asked to confirm that this bridge will be strong enough to sustain the storms/hurricanes, as safety is the priority. Town Manager Ogburn confirmed.

Following these discussions:

Mayor Pro tem Neal made a **motion** to authorize the Town Manager to administer and execute a notice of award for the construction of the Trinitie Trail Bridge to

71 Smith Rowe LLC at \$1,667,178.70, inclusive of all related procedural
72 requirements upon legal validation, Seconded by Council Member Neilson. The
73 motion was carried unanimously 4-0.

74 Council Member Sherlock stated she did not want to slow down the bridge project
75 but would hope as this project goes forward that we take heed of particularly
76 neighbors of this project and their concerns about the design elements.

77 [Adjourn](#)

78 With no further business, Mayor Morey called to adjourn the meeting at 9:24 AM,
79 Seconded by Council Member Neilson. The motion carried unanimously.

80



Agenda Item Summary Sheet

Date: 12/3/24

Item #: 3

Item Title: 2024 Beach Monitoring Update -Ken Willson, Coastal Protection Monitoring

Item Summary: Town of Southern Shores, Kitty Hawk, & Kill Devil Hills, North Carolina - 2024 Shoreline & Volume Change Monitoring Report; The report provides information on the general condition and behavior of the Southern Shores, Kitty Hawk, and Kill Devil Hills oceanfront beaches.

A copy of the report is available for viewing:

<https://www.dropbox.com/scl/fi/obzhiqimd6hl4pe5r9hgr/2024-SS-KH-KDH-Monitoring-Report.pdf?rlkey=sjpcikcs939y9n3u615f8sn6f&st=budjawlp&dl=0>

Ken Willson will be in attendance and will review the report with the council.



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 3, 2024

ITEM TITLE: Public Hearing-ZTA-24-05

ITEM SUMMARY:

At the February 6, 2024 Town Council meeting, the Town Council directed Town Staff to draft Town Code amendments to modernize the Town Code. At the April 9, 2024 Town Council meeting, Council adopted ZTA-24-02 which established that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in the general commercial zoning district and the penalty for not obtaining a lot disturbance/stormwater management permit to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in the general commercial zoning district. In addition to adoption of ZTA-24-02, the Town Planning Board had recommended that the Council direct Town Staff to draft another ZTA that would apply the amendments to all other zoning districts.

At the June 17, 2024 Planning Board meeting, the Board unanimously (5-0) recommended additional amendments to Town Code Section 36-171 that would establish that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts. In addition, the Board recommended amending Town Code Section 36-171 to address diseased, dead, or hazardous trees. As a result, Town Staff has drafted ZTA-24-05 which establishes that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts, and exceptions from having to obtain a lot disturbance-stormwater management permit to remove a tree greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts when a tree emergency is deemed to exist. If adopted, a tree emergency shall be deemed to exist when:

- (a) A tree has become an imminent danger or hazard to persons or property due to damage to the tree resulting from fire, motor vehicle accident, or natural occurrence such as lightning, windstorm, ice storm, flood, insect damage or disease, or other similar event; or
- (b) A tree must be removed in order to perform emergency repair or replacement of public or private water, sewer, electric, gas, or telecommunications utilities.

In the case of a tree emergency, the Zoning Administrator would have the authority to issue a lot disturbance-stormwater management permit within 72 hours after a tree is removed in a tree

emergency, or waive the requirement for a lot disturbance-stormwater management permit. A person otherwise required to obtain a lot disturbance-stormwater management permit may take any reasonable action necessary to avoid or eliminate the immediate danger or hazard, or conduct emergency repair or replacement of the public or private utility. The person taking such action shall file an application for a lot disturbance-stormwater management permit within 72 hours after a tree is removed in a tree emergency, unless the requirement for a lot disturbance-stormwater management permit has been waived by the Zoning Administrator. In these instances, documentation of the need for the emergency tree removal must be provided which may include documentation from a certified arborist, a police report, photographs, and/or other information documenting the condition of the tree and circumstances surrounding its removal.

STAFF RECOMMENDATION:

Approval of ZTA-24-05.

REQUESTED ACTION:

Motion to approve ZTA-24-05.

STAFF REPORT

To: Southern Shores Town Council
Date: December 3, 2024
Case: ZTA-24-05
Prepared By: Wes Haskett, Deputy Town Manager/Planning Director

GENERAL INFORMATION

Applicant: Town of Southern Shores
Requested Action: Amendment of the Town Code by amending Town Code Section 36-171

ANALYSIS

At the February 6, 2024 Town Council meeting, the Town Council directed Town Staff to draft Town Code amendments to modernize the Town Code. At the April 9, 2024 Town Council meeting, Council adopted ZTA-24-02 which established that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in the general commercial zoning district and the penalty for not obtaining a lot disturbance/stormwater management permit to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in the general commercial zoning district. In addition to adoption of ZTA-24-02, the Town Planning Board had recommended that the Council direct Town Staff to draft another ZTA that would apply the amendments to all other zoning districts.

At the June 17, 2024 Planning Board meeting, the Board unanimously (5-0) recommended additional amendments to Town Code Section 36-171 that would establish that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts. In addition, the Board recommended amending Town Code Section 36-171 to address diseased, dead, or hazardous trees. As a result, Town Staff has drafted ZTA-24-05 which establishes that a lot disturbance/stormwater management permit is required to remove trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts, and exceptions from having to obtain a lot disturbance-stormwater management permit to remove a tree greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot in all zoning districts when a tree emergency is deemed to exist. If adopted, a tree emergency shall be deemed to exist when:

- (a) A tree has become an imminent danger or hazard to persons or property due to damage to the tree resulting from fire, motor vehicle accident, or natural occurrence such as lightning, windstorm, ice storm, flood, insect damage or disease, or other similar event; or
- (b) A tree must be removed in order to perform emergency repair or replacement of public or private water, sewer, electric, gas, or telecommunications utilities.

In the case of a tree emergency, the Zoning Administrator would have the authority to issue a lot

disturbance-stormwater management permit within 72 hours after a tree is removed in a tree emergency, or waive the requirement for a lot disturbance-stormwater management permit. A person otherwise required to obtain a lot disturbance-stormwater management permit may take any reasonable action necessary to avoid or eliminate the immediate danger or hazard, or conduct emergency repair or replacement of the public or private utility. The person taking such action shall file an application for a lot disturbance-stormwater management permit within 72 hours after a tree is removed in a tree emergency, unless the requirement for a lot disturbance-stormwater management permit has been waived by the Zoning Administrator. In these instances, documentation of the need for the emergency tree removal must be provided which may include documentation from a certified arborist, a police report, photographs, and/or other information documenting the condition of the tree and circumstances surrounding its removal.

The Town's currently adopted Comprehensive Land Use Plan contains the following Policies that are applicable to the proposed ZTA:

- **LUC 10:** Monitor and preserve maritime forests and other tree canopy coverage.
- **LUC 10.2:** Consider reviewing standards for tree preservation in new development and redevelopment to ensure they protect and preserve the existing canopy and forest coverage.

RECOMMENDATION

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Comprehensive Land Use Plan and Town Staff recommends approval of the application. The Town Planning Board unanimously recommended approval (5-0) of the application at the November 18, 2024 Planning Board meeting.



Town of Southern Shores

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Item 4.

PLANNING BOARD GENERAL APPLICATION FORM TOWN OF SOUTHERN SHORES, NC 27949

Date: 11 / 8 / 2024 Filing Fee: \$200 Receipt No.: N/A Application No.: ZTA-24-05

NOTE: The Planning Board will follow the specific provisions of the Zoning Ordinance Chapter 36. Article X Administration and Enforcement, Section 36-299.

Please check the applicable Chapter/Article:

- ☐ Chapter 30. Subdivisions-Town Code
- ☐ Chapter 36. Article VII. Schedule of District Regulations. Section 36-207 C-General Commercial District
- ☐ Chapter 36. Article IX. Planned Unit Development (PUD)
- ☐ Chapter 36. Article X. Administration and Enforcement, Section 36-299 (b) Application for Building Permits and Site Plan Review other than one and two family dwelling units *
- ☐ Chapter 36. Article X. Section 36-300-Application for Permit for Conditional Use
- ☐ Chapter 36. Article X. Section 36-303 Fees
- ☒ Chapter 36. Article X. Section 36-304-Vested Rights
- ☒ Chapter 36. Article XIV. Changes and Amendments

Certification and Standing: As applicant of standing for project to be reviewed I certify that the information on this application is complete and accurate.

Applicant

Name Town of Southern Shores

Address: 5375 N. Virginia Dare Trl.
Southern Shores, NC 27949

Phone (252) 261-2394 Email whaskett@southernshores-nc.gov

Applicant's Representative (if any)

Name _____

Agent, Contractor, Other (Circle one)

Address _____

Phone _____ Email _____

Property Involved: ___ Southern Shores ___ Martin's Point (Commercial only)

Address: _____ Zoning district _____

Section _____ Block _____ Lot _____ Lot size (sq.ft.) _____

Request: ___ Site Plan Review ___ Final Site Plan Review ___ Conditional Use ___ Permitted Use
___ PUD (Planned Unit Development) ___ Subdivision Ordinance ___ Vested Right ___ Variance

Change To: ___ Zoning Map X ___ Zoning Ordinance

Wm Hult
Signature

11-8-24
Date

* Attach supporting documentation.



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ZTA-24-05

11-18-24

Ordinance 2024-XX-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF SOUTHERN SHORES, NORTH CAROLINA

ARTICLE I. Purpose(s) and Authority.

WHEREAS, pursuant to N.C.G.S. § 160D-701, the Town of Southern Shores (the "Town") may enact and amend ordinances regulating the zoning and development of land within its jurisdiction and specifically the location and use of buildings, structures, and land. Pursuant to this authority and the additional authority granted by N.C.G.S. § 160D-702, the Town has adopted a comprehensive zoning ordinance (the "Town's Zoning Ordinance") and has codified the same as Chapter 36 of the Town's Code of Ordinances (the "Town Code"); and

WHEREAS, the Town's currently adopted Comprehensive Land Use Plan contains the following Policies that are applicable to the proposed amendments,

LUC 10: Monitor and preserve maritime forests and other tree canopy coverage.

LUC 10.2: Consider reviewing standards for tree preservation in new development and redevelopment to ensure they protect and preserve the existing canopy and forest coverage.

WHEREAS, in accordance with the findings above, the amendment of the Town's Zoning Ordinance as stated below will serve a public purpose and advance the public health, safety and general welfare.

ARTICLE II. Construction.

For purposes of this ordinance amendment, underlined words (underline) shall be considered as additions to existing Town Code language and strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. Any portions of the adopted Town Code which are not repeated herein but are instead replaced by an ellipses ("...") shall remain as they currently exist within the Town Code.

ARTICLE III. Amendment of Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Southern Shores, North Carolina, that the Town Code shall be amended as follows:

PART I. That **Sec. 36-171. Lot disturbance and stormwater management.** Be amended as follows:

Sec. 36-171. Lot disturbance and stormwater management.

Subject to the requirements of G.S. 160D-1110(e), if applicable, in all town zoning districts, no grading, filling, or other alteration of the topography or elevation of any unimproved lot, or demolition and clearing of improved property, nor any manmade change to any improved real estate resulting in the discharge of stormwater onto adjacent property and requiring a building permit, shall be undertaken prior to the issuance of a lot disturbance-stormwater management permit by the zoning administrator.

- (1) All applications for lot disturbance and stormwater management shall be accompanied by a survey and site plan of the proposed improvements prepared by a state licensed professional surveyor, engineer, architect or other person duly authorized by the state to prepare such plans showing the actual dimensions and shape of the lot, and showing the surveyed pre-disturbance ground elevation at the corners of the proposed structure referenced to mean sea level. The application shall also describe the disturbance or development activity which is proposed for the lot. The application and accompanying survey shall be sufficiently detailed for the zoning administrator to confirm that following construction of the proposed improvements the property will retain all stormwater generated by a one and one-half inch rain event and will not adversely affect any stormwater management system previously constructed by the town or on adjacent properties. No fill material may be re-distributed or placed on a lot in the rear or side setback areas unless the final horizontal-to-vertical slope is equal to or less than 3:1. This shall be calculated from the finished final grade to the rear and side property lines. The burden shall be on the applicant to make such a showing, and the zoning administrator, in his discretion, may request reasonable additional information to make a decision on the application.

- (2) Upon inspection, the zoning administrator shall confirm that the survey detail submitted conforms generally to the pre-disturbance condition of the lot with respect to its elevations, and that the proposed disturbance activity will not create any hazards or disturb land or lots other than that owned by the applicant or his agent. The zoning administrator shall make such notation or comments on the permit as needed to further establish the pre-disturbance topography and elevation of the lot for later use in determining the permitted height of any structures subsequently constructed on said lot. The zoning administrator may modify an existing lot disturbance and stormwater management permit requirement during the construction process.

(3) The zoning administrator is hereby authorized to include requirements in the permit which minimize the disturbance or damage of any adjacent lots or land, including any reasonable conditions meeting current best management practices for retaining all stormwater generated by a one and one-half inch rain event. All required stormwater improvements shall be maintained in a manner that ensures that the improvements will continue to satisfy all applicable requirements in the issued permit. When required by the zoning administrator, a certification executed by the person duly authorized by the state to prepare such plans attesting to compliance with all applicable stormwater requirements shall be shown on the survey.

(4) In addition to the provisions above, in ~~the general commercial district~~ all zoning districts, no removal of trees greater than 6 inches in diameter, measured at 4.5 feet above the ground, within a front, side or rear yard (setback) on any unimproved lot, shall be undertaken prior to the issuance of a lot disturbance-stormwater management permit by the zoning administrator.

- a. It shall be an offense for any person to remove a tree in violation of the provisions of this section. It shall be an offense for a property owner to employ, authorize or direct any third person or entity to remove a tree in violation of the provisions of this section.
- b. A separate offense shall be deemed to have been committed for each tree removed in violation of the provisions of this section.
- c. When a tree is removed in violation of this ordinance, a warning citation shall be issued to the offender allowing 30 days to abate the violation. A replacement tree similar in size shall be required to abate the violation. If the violation is not abated within 30 days, the offender shall be subject to a civil penalty in accordance with town code section 1-6(d).

d. Tree emergency exception.

(1) A tree emergency shall be deemed to exist when:

(a) A tree has become an imminent danger or hazard to persons or property due to damage to the tree resulting from fire, motor vehicle accident, or natural occurrence such as lightning, windstorm, ice storm, flood, insect damage or disease, or other similar event; or

(b) A tree must be removed in order to perform emergency repair or replacement of public or private water, sewer, electric, gas, or telecommunications utilities.

(2) In the case of a tree emergency, the zoning administrator is hereby authorized to:

(a) Issue a lot disturbance-stormwater management permit within 72 hours after a tree is removed in a tree emergency; or

(b) Waive the requirement for a lot disturbance-stormwater management permit set forth in this section.

(3) Notwithstanding any other provisions, a person otherwise required to obtain a lot disturbance-stormwater management permit may take any reasonable action necessary to avoid or eliminate the immediate danger or hazard, or conduct emergency repair or replacement of the public or private utility. The person taking such action shall file an application for a lot disturbance-stormwater management permit within 72 hours after a tree is removed in a tree emergency, unless the requirement for a lot disturbance-stormwater management permit has been waived by the zoning administrator.

(4) In these instances, documentation of the need for the emergency tree removal must be provided. Such documentation may include (as applicable):

(a) Documentation from a certified arborist;

(b) Police report;

(c) Photographs; and/or

(d) Other information documenting the condition of the tree and circumstances surrounding its removal.

ARTICLE IV. Statement of Consistency with Comprehensive Plan and Reasonableness.

The Town's adoption of this ordinance amendment is consistent with the Town's adopted comprehensive zoning ordinance, comprehensive land use plan and any other officially adopted plan that is applicable; for all the above-stated reasons, including but not limited to it encourages the use of low impact development techniques and sound environmental preservation practice, encourages lot preparation methods that preserve natural vegetation and minimize clear cutting and furthers the founder's original vision for Southern Shores of a low-density residential community served by a small commercial district. The Town considers the adoption of this ordinance amendment to be reasonable and in the public interest.

ARTICLE V. Severability.

All Town ordinances or parts of ordinances in conflict with this ordinance amendment are hereby repealed. Should a court of competent jurisdiction declare this ordinance amendment or any part thereof to be invalid, such decision shall not affect the remaining

1 provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the
2 Town of Southern Shores, North Carolina which shall remain in full force and effect.
3

4 **ARTICLE VI. Effective Date.**
5

6 This ordinance amendment shall be in full force and effect from and after the ____ day of
7 _____, 2024.
8

9
10 _____
Elizabeth Morey, Mayor

11 ATTEST:
12

13 _____
14 Town Clerk
15

16
17 APPROVED AS TO FORM:
18

19 _____
20 Town Attorney
21

22 Date adopted:
23

24 _____
25 Motion to adopt by Councilmember:
26

27 _____
Motion seconded by Councilmember:
28

29
Vote: __AYES__NAYS



Agenda Item Summary Sheet

Date: 12/3/24

Item #: 5

Item Title: Consideration of expanded easement and sidewalk maintenance with the Chicahawk Property Owners Association

Item Summary:

The CPOA has asked the Town to assume its maintenance responsibility for sidewalks located along the east side of Trinitie Trail, the north side of Chicahawk Trail, and the west side of Spindrift Trail. These responsibilities were addressed in the attached MOU dated September 18, 2019. In exchange, the Town is requesting additional space be incorporated into an existing easement, which was recorded on February 7, 2021, for the Town's use of a parking area on CPOA common area near Chicahawk Trail and NC 12 intersection. The easement provides for Town vehicular parking and pedestrian use along with assurances the Town must reasonably maintain the area.

The approximately 12,000 square feet additional space is shown on the attached aerial photo and survey. The intended use is for future expansion of the current use, as well as to provide space for other potential future Town needs. The easement will need amending to allow a new use. A ten-foot vegetated buffer is included along property lines abutting residential uses. The CPOA has also requested notification and review of any proposed building in the easement area.

The cost of the present repairs needed on the sidewalks is \$72,500. This work was put out to bid earlier this year. A memorandum from the Town Engineer to prospective bidders is attached and highlights which sections are included with this work.

Staff Recommendation and Requested Action: Staff recommends the Town Council approve the proposed amendments to the current easement to provide for the Town's expanded use and area.

At this time, staff believes the funding for the needed sidewalk repairs can come from savings from other projects in this year's budget, therefore a budget amendment is not needed at this time.

Attachments:

1. Existing MOU
2. Aerial view of easement area
3. Survey of new easement area
4. Town Engineer Memorandum Re: sidewalk repairs
5. Draft of proposed revised easement
6. Easement markup for comparison
7. Draft of amended MOU (for reference)

MEMORANDUM OF UNDERSTANDING

Between the Town of Southern Shores and
the Chicahauk Property Owners Association
Regarding Maintenance and Care of Town Street Rights-of-Way
Within the Chicahauk Subdivision

Whereas, the Town of Southern Shores (Town) owns rights-of-way upon which public streets have been built and are publicly maintained within the Chicahauk Subdivision; and


Whereas, the Chicahauk Property Owners Association (CPOA) has an interest in maintaining the natural aesthetics and ambiance of certain wooded and landscaped areas within the Chicahauk Subdivision even if the Town's public streets and underlying rights of way are located in those areas of interest; and

Whereas, the Town and the CPOA desire to memorialize the understandings of both parties with regard to the care and maintenance of the Town's public rights of way within the Chicahauk Subdivision;

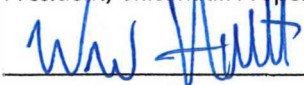
Now Therefore, the parties do hereby express and proclaim the following mutual understandings:

1. The CPOA, as owner of the concrete sidewalks and associated sidewalk infrastructure (such as any supporting retaining walls) located along the east side of Trinitie Trail, the north side of Chicahauk Trail, and the west side of Spindrift Trail, desires and intends to continue maintaining, repairing, and replacing as needed those sidewalks and associated infrastructure. The CPOA understands in order for the Town to expend its public funds to maintain, repair, or replace the sidewalks or associated infrastructure, the CPOA would have to relinquish and dedicate its ownership of the sidewalks and associated infrastructure to the Town.
2. At the present time, the CPOA desires and intends to continue maintaining (seeding and mowing) the grassed-landscaped areas along either side of the CPOA sidewalks on a single side of the paved streets within the Town's street rights of way.
3. The Town shall continue to maintain the public streets and remaining public street rights of way in the Chicahauk Subdivision in accordance with Town policies and practices. Such policies and practices include: street repair and capital replacement/rebuilds as needed; tree and stump removal as needed (including removal of associated limbs and branches); mowing of other grassed-landscaped street rights of way as necessary; and removal of vegetation encroaching and/or overhanging the streets and street rights of way which poses a threat to human safety and/or vehicle property damage.

This Memorandum of Understanding is entered into on the dates indicated by the undersigned representatives of the Town and the CPOA with full authority to do so.


David A. Stager
President, Chicahauk Property Owners Association

Date: 9.18.19

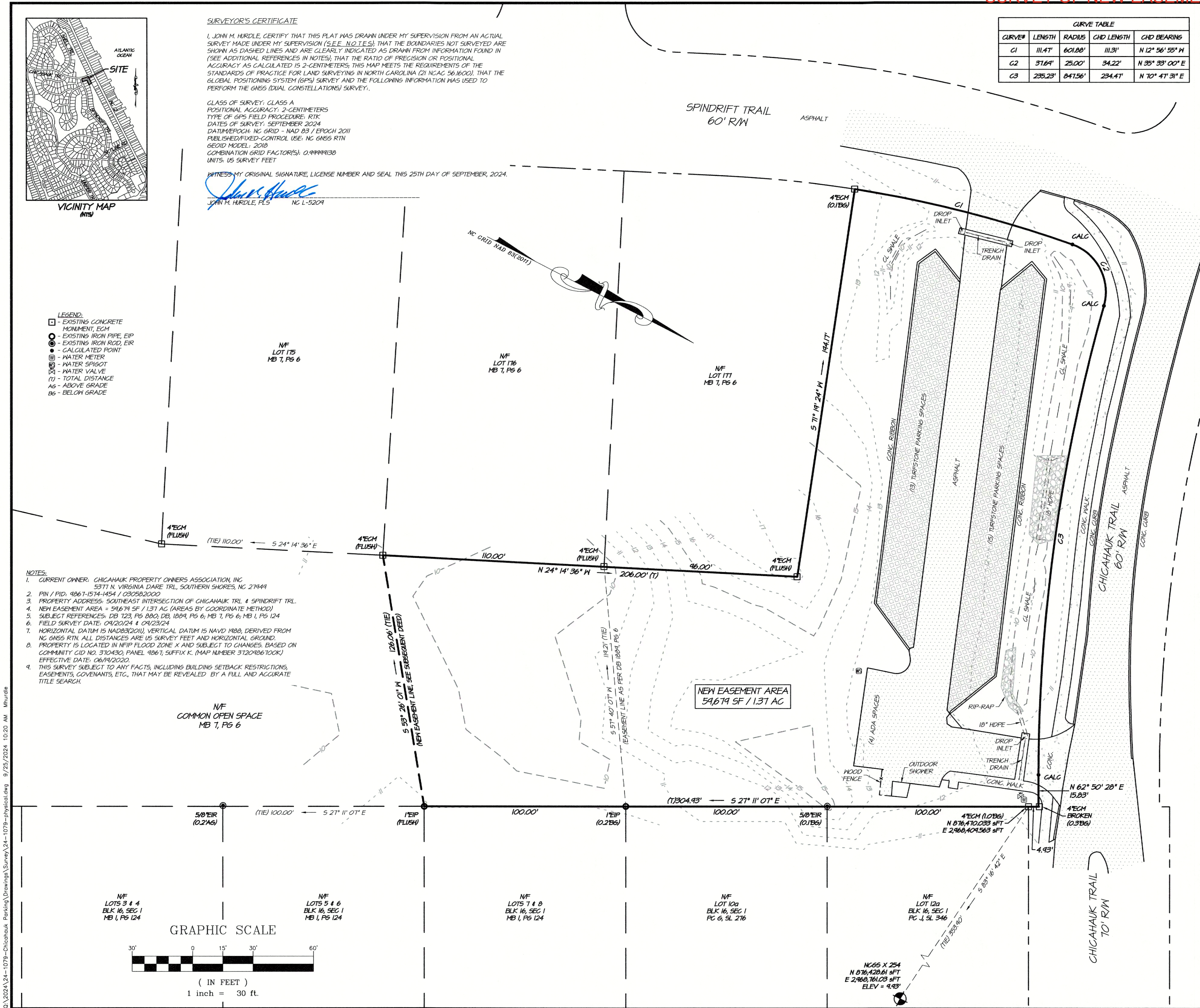

Wes Haskett
Interim Town Manager
Town of Southern Shores

Date: 9-18-19


David Bradley
Director, Public Works Department
Town of Southern Shores

Date: 9-18-19





NC License#: C-0208
SINCE 1959

Quible & Associates, P.C.

ENGINEERING** * CONSULTING * PLANNING**
ENVIRONMENTAL SCIENCES * SURVEYING**
SURVEYING NOT OFFERED AT BLACK MTN. OFFICE

8466 CARATOKE HWY
POWELL'S POINT, NC 27966
Phone: (252) 481-8147
administrator@quible.com



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NOT A CERTIFIED DOCUMENT AND
SHALL NOT BE USED FOR ANY
CONVEYANCE OR CONVEYANCES UNLESS
OTHERWISE NOTED.

TOPOGRAPHIC SURVEY

CHICAHAWK TRL PARKING

CHICAHAWK PROPERTY OWNERS ASSOCIATION, INC

TOWN OF SOUTHERN SHORES DARE COUNTY NORTH CAROLINA

PROJECT NO.	24-1079
DRAWN BY	JMH
CHECKED BY	JMH
SCALE	1"=30'
ISSUE DATE	09/25/24

ANLAUF ENGINEERING, PLLC

Joseph J. Anlauf, P.E.
Firm License P-0929

Memorandum

To: Prospective Bidders
Project: Town of Southern Shores
Spring 2024 Path Improvement Project
From: Joseph J. Anlauf, PE
Date: 3/28/24
Re: Instructions Regarding the Bidding of sidewalk and path repairs to Trinitie Trail, Chicahawk Trail and Spindrift Trail

- There is a 4' wide sidewalk located along and in the right-of-way of Trinitie Trail. Sidewalk sections (joint to joint) are typically 5'x4'. The proposed thickness of the repairs made to these sidewalk sections is 4". ADA compliant tactile surfaces shall be 2'x3' for this sidewalk.
- There is a 4' wide sidewalk located along and in the right-of-way of Chicahawk Trail. Sidewalk sections (joint to joint) are typically 5'x4'. The proposed thickness of the repairs made to these sidewalk sections is 4". ADA compliant tactile surfaces shall be 2'x3' for this sidewalk.
- There is a 8' wide multi-purpose path located along and in the right-of-way of Spindrift Trail. Path sections (joint to joint) are typically 8'x10'. The proposed thickness of the repairs made to these sidewalk sections is 6". ADA compliant tactile surfaces shall be 2'x6' for this path.
- A spreadsheet has been provided which provides the approximate address location of the repairs, number of sidewalk section to be repaired, number of ADA compliant tactile surfaces required, total linear footage of repairs, the total area of repairs and projected concrete volume to make the repairs.
- Sidewalk and path repairs will include the replacement of the entire section from joint to joint.
- ADA tactile surfaces shall be the cast-in-place type and must have 70% color contrast to the sidewalk. Maroon colored surfaces are acceptable.
- No concrete color additives will be required. The Trinitie Trail and Chicahawk Trail sidewalks currently have a color additive. The sections that are repaired will be replaced with conventional concrete.
- Repair sections will be marked in the field prior to the bid opening with green marking paint.

Trinitie Trail	5ft x 4 ft	Tactile Surface	Chicahauk Trail	5ft x 4ft	Tactile Surfaces	Spindrift Trail	10ft x 8ft	Tactile Surfaces
52	7		181 Clanshell Trail	2		97	4	2
54	7		132	4	1	95	1	1
56	7		128	5	1	91	1	1
43 Eagles Nest	1	1	126	3	1	85	1	
44 Eagles Nest	4	1	118 Otter Slide	3	1	83	1	
62	6		118	1		79 Land Fall Loop	2	1
64	7		109	5	1	0 Land Fall Loop	3	2
66	1		106	5	1	71 Land Fall Looop	1	1
72	18		102	2		CPOA LAND	3	2
74	13		100	5		59	2	
76	5		CPOA PARKING	3	1	57	3	
CPOA TENNIS COURT	6		TOWN PARKING	1	1	49	3	
CPOA LAND	15					100 High Dune Loop	2	1
						43	2	1
						37	2	2

Pathways	Sections	Tactile surface	Linear FT of Sections	Area	cuyd
Trinitie Trail 5ftx4ft	97	2	485	1940	24.43
Chicahauk Trail 5ftx4ft	39	8	195	780	9.82
Spindrift Trail 10ftx8ft	31	14	310	2480	45.93

Space Above This Line For Recording Data

AMENDMENT TO EASEMENT

This instrument prepared by Robert B. Hobbs, Jr., a licensed North Carolina Attorney
No title examination requested or performed
Return to Hornthal, Riley, Ellis & Maland, LLP, 2502 S. Croatan Hwy, Nags Head, NC 27959

Excise Tax: \$-0-
Transfer Tax: \$-0-
Tax Parcel: Portion of 030582000
LT Number _____

North Carolina, Dare County

THIS AMENDED AND RESTATED EASEMENT (this "Easement"), made and entered into this the _____ day of _____, 20____, by and between CHICHAUK PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (the "Grantor"), and the TOWN OF SOUTHERN SHORES, a North Carolina municipal corporation, (the "Town"). Grantor and Town may be individually referred to as a "Party" and collectively as the "Parties."

Premises

A. By easement dated February 7, 2012 and recorded in Book 1889, Page 6, Dare County Registry (the "2012 Easement"), Grantor conveyed to Town an easement over and across certain property owned by Grantor, more particularly described in the 2012 Easement, for the uses and purposes set forth in the 2012 Easement.

B. The Parties desire to amend and modify the terms of the 2012 Easement, and in doing so the Parties desire to amend and restate the 2012 Easement.

Agreement and Conveyance

NOW, THEREFORE, in consideration of the Premises and other consideration with no monetary value, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor, for itself, and its heirs, successors, executors, and assigns, does hereby give, grant and convey unto the Town, its successors, and assigns, a permanent and perpetual easement over that portion of Grantor's property located in the Town of Southern Shores, Atlantic Township, Dare County, North Carolina, described as follows:

The beginning point is located as follows: Commencing at a four inch existing concrete monument (1.0 foot below ground) located at NCGS coordinates N 876,470.033 space sFT, E 2,968,409.563 sFT,; said concrete monument being located North 83 degrees 16 minutes 42 seconds West 353.90 feet from NCGS monument X 254, THE PLACE AND POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING and along the western boundary line of Lots 12A, 10A, 7, and 8, Block 16, Section 1, Southern Shores, as shown on plats recorded in Map Book 1, Page 124, Plat Cabinet J, Slide 346, and Plat Cabinet G, Slide 276, Dare County Registry, South 27 degrees 11 minutes 07 seconds East 300.00 feet to a one inch existing iron pipe (flush); thence South 53 degrees 26 minutes 01 seconds West 126.06 feet to four inch existing concrete monument (flush) located in the southeastern corner of Lot 176 and the northeastern corner of Lot 175, Chicahauk subdivision, as shown on plat recorded in Map Book 7, Page 6, Dare County Registry; thence along the eastern or northeastern boundary line of Lots 176 and 177, Chicahauk subdivision, North 24 degrees 14 minutes 36 seconds West 206.00 feet to a four inch existing concrete monument (flush); thence along the northern property line of Lot 177, South 71 degrees 19 minutes 24 seconds West 194.17 feet to a four inch existing concrete monument (0.1 feet below ground), said concrete monument being located in the eastern right of way line of Spindrifft Trail (60 foot right of way); thence along the eastern right of way line of Spindrifft Trail, on a curve to the right with the radius of 601.88 feet, an arc length of 111.47 feet, and a chord bearing and length of North 12 degrees 56 minutes 55 seconds West 111.31 feet to a calculated point; thence continuing along the right of way line of Spindrifft Trail as the same intersects with Chicahauk Trail, on a curve to the right with a radius of 25.00 feet, an arc length of 37.69 feet, and a chord bearing and length of North 35 degrees 33 minutes 00 seconds East 34.22 feet to a calculated point in the southern or southeastern right of way line of Chicahauk Trail (60 foot right of way), thence along the southern or southeastern right of way line of Chicahauk Trail, on a curve to the left with the radius of 847.56 feet, an arc length of 235.23 feet, and a chord bearing and length of North 70 degrees 47 minutes 31 seconds East 234.47 feet to a calculated point; thence continuing along the right of way line of Chicahauk Trail, North 62 degrees 50 minutes 28 seconds East 15.83 feet to a four inch existing concrete monument broken (0.3 feet below ground); thence South 27 degrees 11 minutes 07 seconds East 4.93 feet to the place and point of beginning, and being a total easement area of 59,679 square feet (1.37 acres), as shown on that survey entitled, in part,

"Topographic Survey, Chicahauk Trail Parking, Chicahauk Property Owners Association, Inc, Town of Southern Shores, Dare County, North Carolina," by John M. Hurdle, PLS, of Quible & Associates, P.C., surveyor's certificate dated September 25, 2024, a copy of which is attached hereto as "**Exhibit A**" (the "Easement Area") and made a part of this Easement.

2. Uses and Purposes. The Town may use the Easement Area for the following uses and purposes (collectively the "Easement Purposes"):

- a. Vehicular parking and associated pedestrian use and access by citizens and residents of the Town of Southern Shores;
- b. Vehicular parking by Town employees and Town contractors, including but not limited to parking by ocean rescue personnel, which parking spaces may be designated by the Town as reserved and marked with appropriate signage indicating such reserved use;
- c. Storage of sand fencing and related equipment; and
- d. Construction and maintenance of one or more storage sheds for equipment used for municipal purposes, including but not limited to ocean rescue equipment, provided that the Town shall maintain a minimum 10-foot buffer between such sheds and the southern boundary line of the Easement Area.

3. Improvements. All improvements constructed and maintained by Town as permitted in Section 2 of this Easement shall be at the Town's sole cost and expense. All improvements constructed by Town within the Easement Aea are considered personal property of the Town and may be removed by Town at any time during the term of this Easement and upon any subsequent termination of this Easement. At least 30 days before the Town's commencement of construction or modification of any improvements to the Easement Area, Town shall provide Grantor with notice by postal mail and email of the planned construction or modification and provide the Grantor with a copy of plans for review and an opportunity to provide the Town with comment or feedback during such 30-day period. Notice shall be provided according to Section 10 of this Easement.

4. Required Buffer. Town shall maintain a vegetative buffer of at least 10 feet wide along the eastern or northeastern property lines of Lots 176 and 177, Chicahauk Subdivision (which have property addresses of 94 Spindrift Trail and 96 Spindrift Trail respectively), which properties directly adjoin the Easement Area.

5. Grantor's Reserved Rights. This Easement is expressly made subject to the nonexclusive rights of Grantor's members, and the guests and families of Grantor's members, to pass over and enjoy the Easement Area as common elements of the Grantor that are not inconsistent with the Easement Purpose (the "Grantor's Rights").

6. Indemnification of Grantor. To the fullest extent permitted by law, the Town shall defend, indemnify and hold harmless Grantor, and Grantor's successors and assigns, from and against all claims, demands, loss and damage by third parties arising out of or relating to use of the Easement Area by the public for the Easement Purpose, provided that such claims do not result from the acts, negligence or willful misconduct of Grantor, Grantor's members, the

families and guests of Grantor's members, or the heirs, successors or assigns of any such persons or entities.

7. Indemnification of Town. To the fullest extent permitted by law, Grantor shall defend, indemnify and hold harmless the Town, and the Town's successors and assigns, from and against all claims, demands, loss and damage by third parties arising out of or relating to use of the Easement Area by Grantor, Grantor's members, the families and guests of Grantor's members, or the heirs, successors or assigns of any such persons or entities pursuant to the exercise of Grantor's Rights, provided that such claims do not result from the acts, negligence or willful misconduct of the Town, the Town's officers, employees, or agents, or the Town's successors and assigns.

8. Maintenance. The Town agrees to reasonably maintain the Easement Area for the Easement Purpose. The frequency and character of such Town maintenance shall be in the Town's sole and complete discretion. The Town's maintenance shall not be exclusive. Grantor may perform such additional maintenance to the Easement Area as Grantor may find desirable in order to fulfill its obligations to its members relating to the Grantor's Rights in the common elements. Such maintenance by Grantor shall not be inconsistent with the Town's use of the Easement Area for the Easement Purpose.

9. Default. If the Town fails to reasonably use the Easement Area for the Easement Purpose, and/or fails to reasonably maintain the Easement Area as set forth in this Easement, Grantor may terminate this Easement after first providing the Town with written notice of default with the opportunity for the Town to cure such default within sixty (60) days. Such notice shall be given as set forth in Section 10 of this Easement.

10. Notices. Notices hereunder shall be effective and deemed given when deposited in the United States Mails, postage prepaid, registered or certified mail with return receipt requested. Alternatively, the party may use a nationally recognized overnight delivery service. If notice is given by email, notice is effective when the email is sent to the receiving party's email address given below.

Notices shall be addressed, in the case of the Grantor to:

Chicahauk Property Owners Association, Inc.
Attention: President
5377 N. Virginia Dare Trail
Southern Shores NC 27949

Email: chicahauk@cpoaoxbx.org

Notices shall be addressed, in the case of the Town to:

Town of Southern Shores
Attention: Cliff Ogburn, Town Manager
5375 N. Virginia Dare Trail
Southern Shores, NC 27949

Email: cogburn@southernshores-nc.gov

With a copy to:

L. Phillip Hornthal, III, Town Attorney
Hornthal, Riley, Ellis & Maland, L.L.P.
301 E. Main St.
Elizabeth City, NC 27909

Email: phornthal@hrem.com

Any party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

See attached "**Exhibit B**" for Grantor's corporate resolution approving and ratifying this Easement.

TO HAVE AND TO HOLD said easement unto the Town, its successors and assigns, and the Grantor, for themselves, their heirs, successors, executors and assigns, hereby warrants and covenant that Grantor is the sole owner of the property; that Grantor has the sole right to grant this easement; and that Grantor will warrant and defend title to the same against the lawful claims of all persons whomsoever, and the Grantor, for itself, and its heirs, successors, executors and assigns, release the Town from any and all claims for damages by reasons of said easement herein conveyed over property of the Grantor and the past and future use thereof by the Town, its successors and assigns, for all purposes for which the Town, its successors and assigns, is authorized by law to subject the same, subject to the terms and provisions hereinabove set forth.

(continued on the following page)

IN WITNESS WHEREOF, Grantor has executed this instrument, the day and year first above written.

CHICHAUK PROPERTY OWNERS ASSOCIATION,
INC., a North Carolina nonprofit corporation

BY: _____
President

STATE OF _____, (COUNTY) (CITY) OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, President of CHICHAUK PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation.

Witness my hand and seal this ____ day of _____, 20____.



Affix Notary Seal Inside This Box

Signature of Notary Public

Typed or printed name of Notary Public

My commission expires: _____

IN WITNESS WHEREOF, and under penalty of perjury, the Town of Southern Shores has caused this instrument to be executed in its name and behalf by its Mayor, attested by the Town Clerk and its seal affixed hereto, all as the act and deed of its Town Council, pursuant to a resolution adopted on the ____ day of _____, 20____, all the day and year first above written.

TOWN OF SOUTHERN SHORES

By: _____
Elizabeth Morey, Mayor

ATTEST:

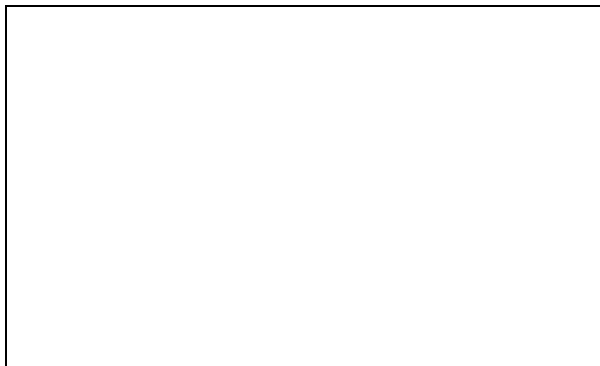
Shelia Kane, Town Clerk

[AFFIX TOWN SEAL]

STATE OF NORTH CAROLINA, COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that Elizabeth Morey personally came before me this day and acknowledged that he is Mayor of the Town of Southern Shores, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by Shelia Kane, its Town Clerk.

Witness my hand and seal this ____ day of _____, 20____.



Affix Notary Seal Inside This Box

Signature of Notary Public

Typed or printed name of Notary Public

My commission expires:_____

**EXHIBIT A
TO
AMENDED AND RESTATED EASEMENT
by and between
CHICAHUK PROPERTY OWNERS ASSOCIATION, INC.
and
TOWN OF SOUTHERN SHORES, NORTH CAROLINA**

SURVEY

(see attached)

**EXHIBIT B
TO
AMENDED AND RESTATED EASEMENT
by and between
CHICHAUK PROPERTY OWNERS ASSOCIATION, INC.
and
TOWN OF SOUTHERN SHORES, NORTH CAROLINA**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CHICHAUK PROPERTY OWNERS ASSOCIATION, INC.**

(see attached)

Markup for Comparison – Do Not Sign This Copy

Item 5.

Space Above This Line For Recording Data

AMENDMENT TO EASEMENT

This instrument prepared by Robert B. Hobbs, Jr., a licensed North Carolina Attorney
 No title examination requested or performed
 Return to Hornthal, Riley, Ellis & Maland, LLP, 2502 S. Croatan Hwy, Nags Head, NC 27959

Excise Tax: \$-0-
 Transfer Tax: \$-0-
 Tax Parcel: Portion of 030582000
 LT Number _____

North Carolina, Dare County

THIS AMENDED AND RESTATED EASEMENT (this "Easement"), made and entered into this the _____ day of _____, 20____, by and between CHICHAUK PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, ~~whose mailing address is c/o Audrey Hurd, 112 Duck Woods Dr., Southern Shores NC 27949~~ (the "Grantor"), and the TOWN OF SOUTHERN SHORES, a North Carolina municipal corporation, ~~5375 N. Virginia Dare Trail, Southern Shores, NC 27949~~ (the "Town"). Grantor and Town may be individually referred to as a "Party" and collectively as the "Parties."

Premises

A. By easement dated February 7, 2012 and recorded in Book 1889, Page 6, Dare County Registry (the "2012 Easement"), Grantor conveyed to Town an easement over and across certain property owned by Grantor, more particularly described in the 2012 Easement, for the uses and purposes set forth in the 2012 Easement.

B. The Parties desire to amend and modify the terms of the 2012 Easement, and in doing so the Parties desire to amend and restate the 2012 Easement.

Agreement and Conveyance

NOW, THEREFORE, in consideration of the Premises and other consideration with no monetary value, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor, for itself, and its heirs, successors, executors, and assigns, does hereby give, grant and convey unto the Town, its successors, and assigns, a permanent and perpetual easement over that portion of Grantor's property located in the Town of Southern Shores, Atlantic Township, Dare County, North Carolina, described as follows:

The beginning point is located as follows: Commencing at a four inch existing concrete monument (1.0 foot below ground) located at NCGS coordinates N 876,470.033 space sFT, E 2,968,409.563 sFT,; said concrete monument being located North 83 degrees 16 minutes 42 seconds West 353.90 feet from NCGS monument X 254, THE PLACE AND POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING and along the western boundary line of Lots 12A, 10A, 7, and 8, Block 16, Section 1, Southern Shores, as shown on plats recorded in Map Book 1, Page 124, Plat Cabinet J, Slide 346, and Plat Cabinet G, Slide 276, Dare County Registry, South 27 degrees 11 minutes 07 seconds East 300.00 feet to a one inch existing iron pipe (flush); thence South 53 degrees 26 minutes 01 seconds West 126.06 feet to four inch existing concrete monument (flush) located in the southeastern corner of Lot 176 and the northeastern corner of Lot 175, Chicahawk subdivision, as shown on plat recorded in Map Book 7, Page 6, Dare County Registry; thence along the eastern or northeastern boundary line of Lots 176 and 177, Chicahawk subdivision, North 24 degrees 14 minutes 36 seconds West 206.00 feet to a four inch existing concrete monument (flush); thence along the northern property line of Lot 177, South 71 degrees 19 minutes 24 seconds West 194.17 feet to a four inch existing concrete monument (0.1 feet below ground), said concrete monument being located in the eastern right of way line of Spindrifft Trail (60 foot right of way); thence along the eastern right of way line of Spindrifft Trail, on a curve to the right with the radius of 601.88 feet, an arc length of 111.47 feet, and a chord bearing and length of North 12 degrees 56 minutes 55 seconds West 111.31 feet to a calculated point; thence continuing along the right of way line of Spindrifft Trail as the same intersects with Chicahawk Trail, on a curve to the right with a radius of 25.00 feet, an arc length of 37.69 feet, and a chord bearing and length of North 35 degrees 33 minutes 00 seconds East 34.22 feet to a calculated point in the southern or southeastern right of way line of Chicahawk Trail (60 foot right of way), thence along the southern or southeastern right of way line of Chicahawk Trail, on a curve to the left with the radius of 847.56 feet, an arc length of 235.23 feet, and a chord bearing and length of North 70 degrees 47 minutes 31 seconds East 234.47 feet to a calculated point; thence continuing along the right of way line of Chicahawk Trail, North 62 degrees 50 minutes 28 seconds East 15.83 feet to a four inch existing concrete monument broken (0.3 feet below ground); thence South 27 degrees 11 minutes 07 seconds East 4.93 feet to the place and point of beginning, and being a total easement area of

59,679 square feet (1.37 acres), as shown on that survey entitled, in part, "Topographic Survey, Chicahauk Trail Parking, Chicahauk Property Owners Association, Inc, Town of Southern Shores, Dare County, North Carolina," by John M. Hurdle, PLS, of Quible & Associates, P.C., surveyor's certificate dated September 25, 2024, a copy of which is attached hereto as "**Exhibit A**" (the "Easement Area") and made a part of this Easement.

~~_____~~ ~~The terms and conditions of this Easement are as follows:~~

~~_____1._____~~ 2. Uses and Purposes. The Town may use the Easement Area for the following uses and purposes (collectively the "Easement Purposes"):

- a. Vehicular parking and associated pedestrian use and access by citizens and residents of the Town of Southern Shores;
- b. Vehicular parking by Town employees and Town contractors, including but not limited to parking by ocean rescue personnel, which parking spaces may be designated by the Town as reserved and marked with appropriate signage indicating such reserved use;
- c. Storage of sand fencing and related equipment; and
- d. Construction and maintenance of one or more storage sheds for equipment used for municipal purposes, including but not limited to ocean rescue equipment, provided that the Town shall maintain a minimum 10-foot buffer between such sheds and the southern boundary line of the Easement Area.

~~2._____3._____~~ Improvements. All improvements constructed and maintained by Town as permitted in Section ~~42~~ of this Easement shall be at the Town's sole cost and expense. All improvements constructed by Town within the Easement Aea are considered personal property of the Town and may be removed by Town at any time during the term of this Easement and upon any subsequent termination of this Easement. At least 30 days before the Town's commencement of construction or modification of any improvements to the Easement Area, Town shall provide Grantor with notice by postal mail and email of the planned construction or modification and provide the Grantor with a copy of plans for review and an opportunity to provide the Town with comment or feedback during such 30-day period. Notice shall be provided according to Section 10 of this Easement.

4. Required Buffer. Town shall maintain a vegetative buffer of at least 10 feet wide along the eastern or northeastern property lines of Lots 176 and 177, Chicahauk Subdivision (which have property addresses of 94 Spindrift Trail and 96 Spindrift Trail respectively), which properties directly adjoin the Easement Area.

~~_____5._____~~ ~~3._____~~ Grantor's Reserved Rights. This Easement is expressly made subject to the nonexclusive rights of Grantor's members, and the guests and families of Grantor's members, to pass over and enjoy the Easement Area as common elements of the Grantor that are not inconsistent with the Easement Purpose (the "Grantor's Rights").

~~_____6._____~~ ~~4._____~~ Indemnification of Grantor. To the fullest extent permitted by law, the Town shall defend, indemnify and hold harmless Grantor, and Grantor's successors and

assigns, from and against all claims, demands, loss and damage by third parties arising out of or relating to use of the Easement Area by the public for the Easement Purpose, provided that such claims do not result from the acts, negligence or willful misconduct of Grantor, Grantor's members, the families and guests of Grantor's members, or the heirs, successors or assigns of any such persons or entities.

7. Indemnification of Town. ~~5.~~ To the fullest extent permitted by law, Grantor shall defend, indemnify and hold harmless the Town, and the Town's successors and assigns, from and against all claims, demands, loss and damage by third parties arising out of or relating to use of the Easement Area by Grantor, Grantor's members, the families and guests of Grantor's members, or the heirs, successors or assigns of any such persons or entities pursuant to the exercise of Grantor's Rights, provided that such claims do not result from the acts, negligence or willful misconduct of the Town, the Town's officers, employees, or agents, or the Town's successors and assigns.

8. Maintenance. ~~6.~~ The Town agrees to reasonably maintain the Easement Area for the Easement Purpose. The frequency and character of such Town maintenance shall be in the Town's sole and complete discretion. The Town's maintenance shall not be exclusive. Grantor may perform such additional maintenance to the Easement Area as Grantor may find desirable in order to fulfill its obligations to its members relating to the Grantor's Rights in the common elements. Such maintenance by Grantor shall not be inconsistent with the Town's use of the Easement Area for the Easement Purpose.

~~7.~~ 9. Default. If the Town fails to reasonably use the Easement Area for the Easement Purpose, and/or fails to reasonably maintain the Easement Area as set forth in this Easement, Grantor may terminate this Easement after first providing the Town with written notice of default with the opportunity for the Town to cure such default within sixty (60) days. Such notice shall be given ~~by mailing the notice to the Town by certified mail, return receipt requested, or by use of a nationally recognized commercial overnight delivery service, at the address for the Town shown above or at an alternative address for the Town previously provided by the Town to Grantor.~~ as set forth in Section 10 of this Easement.

10. Notices. Notices hereunder shall be effective and deemed given when deposited in the United States Mails, postage prepaid, registered or certified mail with return receipt requested. Alternatively, the party may use a nationally recognized overnight delivery service. If notice is given by email, notice is effective when the email is sent to the receiving party's email address given below.

Notices shall be addressed, in the case of the Grantor to:
Chicahauk Property Owners Association, Inc.
Attention: President
5377 N. Virginia Dare Trail
Southern Shores NC 27949

Email: chicahauk@cpoaobx.org

Notices shall be addressed, in the case of the Town to:
Town of Southern Shores
Attention: Cliff Ogburn, Town Manager

5375 N. ~~There are no other conditions to this Easement not expressed herein.~~

Virginia Dare Trail
Southern Shores, NC 27949

Email: cogburn@southernshores-nc.gov

With a copy to:

L. Phillip Hornthal, III, Town Attorney
Hornthal, Riley, Ellis & Maland, L.L.P.
301 E. Main St.
Elizabeth City, NC 27909

Email: phornthal@hrem.com

Any party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

See attached "**Exhibit B**" for Grantor's corporate resolution approving and ratifying this Easement.

TO HAVE AND TO HOLD said easement unto the Town, its successors and assigns, and the Grantor, for themselves, their heirs, successors, executors and assigns, hereby warrants and covenant that Grantor is the sole owner of the property; that Grantor has the sole right to grant this easement; and that Grantor will warrant and defend title to the same against the lawful claims of all persons whomsoever, and the Grantor, for itself, and its heirs, successors, executors and assigns, release the Town from any and all claims for damages by reasons of said easement herein conveyed over property of the Grantor and the past and future use thereof by the Town, its successors and assigns, for all purposes for which the Town, its successors and assigns, is authorized by law to subject the same, subject to the terms and provisions hereinabove set forth.

(continued on the following page)

IN WITNESS WHEREOF, Grantor has executed this instrument, the day and year first above written.

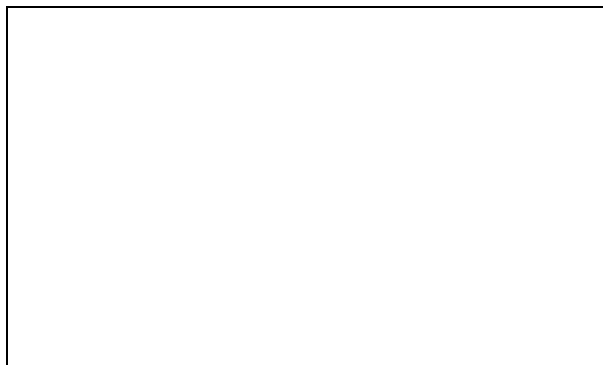
CHICHAUK PROPERTY OWNERS ASSOCIATION,
INC., a North Carolina nonprofit corporation

BY: _____
President

STATE OF _____, (COUNTY) (CITY) OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, President of CHICHAUK PROPERTY OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation.

Witness my hand and seal this ____ day of _____, 20____.



Affix Notary Seal Inside This Box

Signature of Notary Public

Typed or printed name of Notary Public

My commission expires: _____

IN WITNESS WHEREOF, and under penalty of perjury, the Town of Southern Shores has caused this instrument to be executed in its name and behalf by its Mayor, attested by the Town Clerk and its seal affixed hereto, all as the act and deed of its Town Council, pursuant to a resolution adopted on the ____ day of _____, 20____, all the day and year first above written.

TOWN OF SOUTHERN SHORES

By: _____
Elizabeth Morey, Mayor

ATTEST:

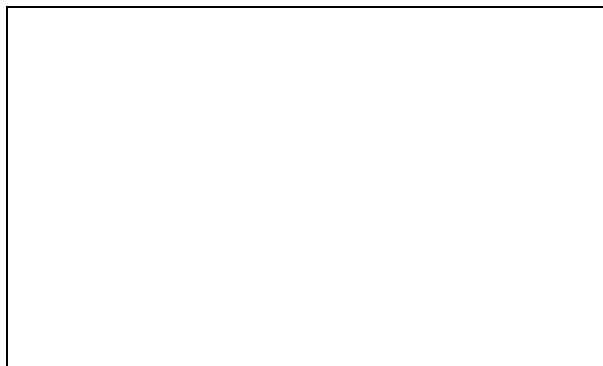
Shelia Kane, Town Clerk

[AFFIX TOWN SEAL]

STATE OF NORTH CAROLINA, COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that Elizabeth Morey personally came before me this day and acknowledged that he is Mayor of the Town of Southern Shores, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by Shelia Kane, its Town Clerk.

Witness my hand and seal this ____ day of _____, 20____.



Affix Notary Seal Inside This Box

Signature of Notary Public

Typed or printed name of Notary Public

My commission expires: _____

[Rev](#) 11/26/2024

**EXHIBIT A
TO
AMENDED AND RESTATED EASEMENT
by and between
CHICAHUK PROPERTY OWNERS ASSOCIATION, INC.
and
TOWN OF SOUTHERN SHORES, NORTH CAROLINA**

SURVEY

(see attached)

**EXHIBIT B
TO
AMENDED AND RESTATED EASEMENT
by and between
CHICHAUK PROPERTY OWNERS ASSOCIATION, INC.
and
TOWN OF SOUTHERN SHORES, NORTH CAROLINA**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CHICHAUK PROPERTY OWNERS ASSOCIATION, INC.**

(see attached)

MEMORANDUM OF UNDERSTANDING

**ATTACHMENT #7
REVISED MOU**

Between the Town of Southern Shores and the Chlcakahuk Property Owners
Association

Regarding Maintenance and Care of Town Street Rights-of-Way Within the Chlcakahuk Subdivision

Whereas, the Town of Southern Shores (Town) owns rights-of-way upon which public streets have been built and are publicly maintained within the Chlcakahuk Subdivision; and

Whereas, the Chlcakahuk Property Owners Association (CPOA) has an Interest In maintaining the natural aesthetics and ambiance of certain wooded and landscaped areas within the Chlcakahuk Subdivision even if the Town's public streets and underlying rights of way are in those areas of Interest; and

Whereas, the Town and the CPOA desire to memorialize the understandings of both parties with regard to the care and maintenance of the Town's public rights of way within the Chicahauk Subdivision; and

Whereas, the CPOA and TOSS entered into a Memorandum of Understanding dated September 18, 2019 which is hereby amended and replaced;

Now Therefore, the parties do hereby express and proclaim the following mutual understandings:

1. The CPOA, relinquishes any previous claim of ownership of the concrete sidewalks and associated sidewalk Infrastructure (such as any supporting retaining walls) located along the east side of Trinitie Trail, the north side of Chlcakahuk Trail, and the west side of Spindrift Trail, and no longer desires or intends to continue maintaining, or repairing those sidewalks and associated infrastructure. The CPOA acknowledges these sidewalks as public property inclusive of the public's use and requests the Town maintain, repair, or replace the sidewalks or associated Infrastructure as the Town deems necessary and appropriate.
2. At the present time, the CPOA desires and intends to continue maintaining (seeding and mowing) the grassed-landscaped areas along either side of the CPOA sidewalks on a single side of the paved streets within the Town's street rights of way.
3. The Town shall continue to maintain the public streets and remaining public street rights of way In the Chicahauk Subdivision in accordance with Town policies and practices. Such policies and practices include: street repair and capital replacement/rebuilds as needed; tree and stump removal as needed (including removal of associated limbs and branches); mowing of other grassed-landscaped street rights of way as necessary; and removal of vegetation encroaching and/or overhanging the streets and street rights of way which poses a threat to human safety and/or vehicle property damage.

This Memorandum of Understanding Is entered into on the dates indicated by the undersigned representatives of the Town and the CPOA with full authority to do so.

Karen Kranda, President, Chicahauk Property Owners Association

Date

Cliff Ogburn, Town Manager, Town of Southern Shores

Date



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 3, 2024

ITEM TITLE: Historic Landmarks Commission Appointments

ITEM SUMMARY:

The appointment terms assigned to Historic Landmarks Commission members Charlie Andrews, Tony DiBernardo, and Michael Guarracino will expire on December 6, 2024. Charlie Andrews and Michael Guarracino have indicated that they are interested in serving another term. Tony DiBernardo has indicated that it is time to give other applicants the opportunity to serve the Town. There are currently no applications on file from residents that are interested in serving on the Historic Landmarks Commission, but alternate HLC member Wanda Brett-Jordan has indicated that she is interested in being appointed as a regular member to fill the vacant position created by Tony DiBernardo's departure.

STAFF RECOMMENDATION:

Reappointment of Charlie Andrews and Michael Guarracino and appointment of Wanda Brett-Jordan as a regular member on the Town's Historic Landmarks Commission with terms that begin on December 6, 2024 and expire on December 6, 2027.

REQUESTED ACTION:

Motion to reappoint Charlie Andrews and Michael Guarracino and appoint Wanda Brett-Jordan as a regular member on the Town's Historic Landmarks Commission with terms that begin on December 6, 2024 and expire on December 6, 2027.

SOUTHERN SHORES HISTORIC LANDMARKS COMMISSION
MEMBER STATUS AS OF 3/13/2024

[illegible]

SOUTHERN SHORES HISTORIC LANDMARKS COMMISSION
MEMBER STATUS AS OF 3/13/2024
