Holly Springs Town Council
7:00 PM **Tuesday, August 19, 2025**
Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of August 19, 2025 meeting agenda

CONSENT AGENDA

5. June 17, 2025 and July 15, 2025 Town Council Meeting Minutes
6. North Carolina Cooperative Liquid Assets Securities System (NC CLASS) Investment Program Participation
7. 3313 Avent Ferry Rd. (Village at Harris Lake formerly Ragan) Voluntary Annexation A25-02
8. Change Order for Additional Upfitting Architectural and Engineering Design Services plus Commissioning for the Operations Campus Facilities
9. Wastewater Chemical Supplier Sole Sourcing
10. Management & Maintenance Agreement for Elevated Water Storage Tanks (25-008)
11. Town Manager Contract Approval Authority for Purchase of Two Fire Engine Apparatus

PUBLIC HEARINGS

12. Village at Harris Lake (formerly Ragan) Major Subdivision 24-MAS-03 - Quasi-Judicial Public Hearing
13. 1936 Ralph Stephens Road Development Plan 25-DP-02 - Quasi-Judicial Public Hearing
14. Economic Development Agreement (EDA) with Genentech
15. 5900 Duncan Cook Road Hazel Ridge (formerly Tassel Ridge) Voluntary Annexation A25-05 - Legislative Public Hearing

NEW BUSINESS

16. Phase 1 - Utley Creek Water Reclamation Facility 6-8 Million Gallon per Day (MGD) Project

PUBLIC COMMENT PERIOD

Each speaker may speak up to 3 minutes, and the total comment period will be 30 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk's office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:
linda.mckinney@hollyspringsnc.gov 919-557-3900

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Consent Agenda
Title: June 17, 2025 and July 15, 2025 Town Council Meeting Minutes
Strategic Priority Area: Organizational Excellence
Staff Resource: Linda McKinney, Town Clerk

Action(s):
Approve the minutes of the June 17, 2025 and July 15, 2025 Town Council Meetings.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please notify the Town Clerk in advance of Tuesday night's meeting so that corrected versions of the draft minutes can be circulated for review before adoption of the Consent Agenda.

Background:

Funding Source(s):
N/A

Attachment(s):
1. 6.17.25 minutes - DRAFT
2. 7.15.25 minutes - DRAFT

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 17, 2025. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Sean Mayefskie, MPT Dan Berry, Council members Timothy Forrest, Danielle Hewetson, Chris Deshazor, and Annie Drees.

Council Members absent: none.

Planning Board Members Present: Rick Madoni, Sara Kempin

Planning Board Members Absent: Van Crandell, Joanna Holder, Thomas Urquhart, Joseph Cuccurullo, Roger Bess, Craig Kessler, and Josh Prizer

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager;* John Schifano, *Town Attorney;* Linda McKinney, *Town Clerk* (recording the minutes); Kameron Womack and Jesse Dixon, *IT;* Corey Petersohn, *Budget and Sustainability;* Cassie Hack, *Director, Communications and Marketing*; Chris Hills, *Director, Development Services;* Elizabeth Goodson, Grayson Taylor, Catherine Jacobs, Elliot Blonshine, Sarah Lipkin Sularz, Cheryl Cains, and Sean Ryan, *Development Services*; Kendra Parrish, *Executive Director of Utilities and Infrastructure;* Michael Leonas, *Utilities and Infrastructure;* Tina Stroupe, *Finance Director;* Jay Osborne, *Assistant Town Attorney*; LeRoy Smith, *Fire Chief;* Kathy White, *Deputy Clerk.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Mark Savoldi, of The Church of Jesus Christ of Latter-Day Saints.

4. Agenda Adjustment: The June 17, 2025 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Forrest
Vote: Unanimous

RECOGNITIONS

5. Juneteenth Proclamation

Mayor Mayefskie proclaimed June 19, 2025 as Juneteenth in Holly Springs and presented the Proclamation to George Kimball.

6. U.S. Army 250th Anniversary

Mayor Mayefskie issued a proclamation recognizing the 250th anniversary of the U. S. Army and presented it to army veterans from Post 116 of the American Legion.

CONSENT AGENDA

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by MPT Berry, a second by Council member Forrest and a unanimous vote. The following actions were affected:

7. May 20, 2025 Town Council Meeting Minutes and May 22, 2025 Town Council Workshop Minutes – Council approved the minutes of the May 20, 2025 business meeting and the May 22, 2025 workshop meeting.

8. End of Fiscal Year 2024-2025 Budget Amendments – Council approved the end of year budget amendments for Fiscal Year 2024-25 and adopted associated capital project ordinances and reimbursement resolutions.

Copies of Budget Amendments, Ordinances 25-24 and 25-25 and Resolutions 25-20, 25-21, 25-22, 25-23, 25-24, 25-25, and 25-26 are attached to these minutes.

9. Development Plan 20-DP-06 Expiration Extension Request for Calvert Sports Academy and Development Center – Council granted the first 6-month extension, of an allowable two, for 20-DP-06 for Calvert Sports Academy and Development Center to extend the expiration date from July 1, 2025 to January 1, 2026, as requested by Calvert Sports Academy and Development Center.

10. Surplus Asset Valued over $30,000 – Council approved the surplus of the mobile unit used as a temporary fire station with an asset value over $30,000.

11. Condemnation Resolution for Middle Creek Stream Restoration Project – Council adopted Resolution 25-27 to authorize the Town Attorney to enact Eminent Domain Proceedings.

A copy of Resolution 25-27 is attached to these minutes.

PUBLIC HEARINGS

Cheryl Caines, Development Services, said that there are six rezoning public hearings tonight and she reminded Council and the public that we are in the "crossover" period between the old process and the new one. Four items are up for consideration tonight, three are quasi-judicial and under the legacy process, and one is under the new process, to be forwarded to the Planning Board before coming back to Council.

Mayor Mayefskie shared with the audience the rules that must be followed in a quasi-judicial public hearing and what can and cannot be considered.

12. Oakview Innovation Park Master Plan Major Amendment 20-MAS-02-A02 and GeneSuites Pod C Development Plan

Conor Ryan, Development Services, said this item was to consider a Major Subdivision Plan and Development Plan for Oakview Innovation Park Pod C. This is a quasi-judicial decision. The rezoning was approved by Council on November 3, 2020. He showed the location of the property and identified it as being next to FUJIFilm Biotechnologies. The 12.43 acre parcel will increase the area of Pod C from 5.34 acres to 18.9 acres. It is currently designated as Business & Industrial on the Land Use and Character Plan and zoned BRT: Business Research Technology. He reminded the audience that quasi-judicial decisions require sworn testimony by fact witnesses, and if the applicant presents sufficient evidence that the standards in the Ordinance are met, the applicant is legally entitled to approval.

Mr. Ryan showed the evolution of the project since the first submittal and pointed out the Courtyard Open space and its amenities. He showed the elevations of all four sides and the northwest entrance.

Elliot Blonshine, Development Services, said the property is served by water and sewer, connecting on Montesale Way. The sewer study was revised to include the flow, and it concluded that there was adequate capacity. He said the utility allocation request was for 19,005 gallons per day and showed where the existing water, reclaimed water, and sewer infrastructure is located. He said this project is priority level 1 of the Utility Allocation Request. Mr. Blonshine said that the traffic study included five site access points as well as twelve off-site intersections. There is no additional road widening required with this addition. There is an increase in traffic, so a traffic study accounted for the increased traffic. The mitigation improvements identified are to extend the west bound left turn lane, extend the east bound turn lane at Holly Springs New Hill Rd. and Old Holly Springs Apex Rd. and extend the inner left turn lane. Remaining commitments are fees-in-lieu for traffic signals and other improvements, of which this project is 1% or less.

Mr. Ryan said that the proposed Major Subdivision Amendment and the Development Plan both meet the goals and requirements of the Town's Unified Development Ordinance and Comprehensive Plan, and said that staff recommends approval.

Rick Madoni, Planning Board Representative, said that Planning Board voted for approval with a vote of 7 – 0, with two members absent. He said Planning Board did not see any issues with this.

Council member Drees asked what the impact on the wetlands would be and what the process was for reviewing the impact prior to construction approval. Mr. Blonshine said the wetland impacts are reviewed during construction drawing stage. They would have to be permitted by NCDEQ before the Town approves construction plans.

Mayor Mayefskie opened the public hearing and the following sworn testimony was received:

Blake Hall, Project Engineer with Timmons Group, speaking for the applicant, said that the project furthers the goals and policies of the Comprehensive Plan. He said that a new comprehensive Traffic Impact Analysis has been prepared to include not only the parcel and development, but for the entire Oakview Master Plan. Offsite improvements have been suggested based on this project's impact to the neighborhood. He said that a fee-in-lieu will be provided for the future extension of the Town's greenway system within the property's boundary which will connect to the extension from Green Oaks Parkway. He said that this project provides excellent walkability to the adjacent mixed-use options at the corner of Green Oaks Parkway and Holly Springs New Hill Road.

Mr. Hall said the infrastructure and utilities have been designed to be consistent with the previously approved Oakview Innovation Park Master Plan. They tie into existing sewer main at the southern property boundary and to the waterline along Montesale Way. There is an existing stream and wetlands onsite. They plan to minimize impacts while still meeting design intent and staying below nationwide permit thresholds. The parking has been separated and walkable pathways to the building provided to avoid impacts, they will minimize grading near these areas and use retaining walls as needed, and use wet ponds to minimize stormwater flow/runoff.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Action 1: Motion to adopt Resolution 25-15 to make and accept the Findings of Fact for consideration of and to approve the Oakview Innovation Park Master Plan Major Amendment 20-MAS-02-A02.

Motion: Hewetson
Second: Forrest
Vote: unanimous

Action 2: Motion to adopt Resolution 25-17 to make and accept the Findings of Fact for consideration of and to approve the GeneSuites Pod C Development Plan 23-DP-13.

Motion: Hewetson
Second: Forrest

Vote: unanimous
A copy of Resolution 25-17 is attached to these minutes.

Action 3: Motion to approve Utility Allocation Request for Oakview Innovation Master Plan and GeneSuites Pod C Development Plan.
Motion: Hewetson
Second: Forrest
Vote: unanimous

13. Cass Holt Crossing Major Subdivision Plan 24-MAS-01 and Development Agreement

Conor Ryan, Development Services, said this item was to consider a request for a Major Subdivision Plan at 5608 and 5629 Cass Holt Road. The proposal went to Planning Board on May 27th, and the property was rezoned on November 21, 2023. He showed where the property is, on either side of Cass Holt Road, and said that it is designated Mixed-Residential Neighborhood on the Land Use and Character Plan and zoned Neighborhood Residential Conditional District. He reminded the audience that quasi-judicial decisions require sworn testimony by fact witnesses, and if the applicant presents sufficient evidence that the standards in the Ordinance are met, the applicant is legally entitled to approval.

Mr. Ryan showed the evolution of the project since the rezoning. He said the project will have 50 attached dwellings and 56 detached dwellings with 14.05 acres of private open space. He showed the proposed elevations of the townhomes, which was a voluntary condition of the rezoning.

Catherine Jacobs, Development Services, said the site would be served by Town water and sewer, connecting on Cass Holt Rd. and Honeycutt Road. She said the rezoning was adopted prior to the Utility Allocation policy, but since then two lots were added, which are required to conform to the policy.

Ms. Jacobs said Cass Holt Rd. would be widened across the property frontage on both sides, and that Honeycutt Rd. would be widened on the property's frontage. An offsite pedestrian connection would be provided from the east side of Cass Holt Rd., crossing at the intersection with Honeycutt Rd. and proceeding along the south side of Honeycutt Rd.

Ms. Jacobs said that there would be one site access point, and the traffic study included this and four offsite intersections. The traffic mitigations are consistent with the rezoning. She said that the proposed Development Agreement includes the Town agreeing to complete the construction of the sewer outfall associated with Eagles Landing Park by January 1, 2026, and the developer to pay a fee-in-lieu of $750,000 towards utility infrastructure. The utility allocation for up to 106 residential units and approval timelines are also included in the Development Agreement.

Mr. Ryan said that the proposed Major Subdivision Plan meets the requirements of the Conditional District Rezoning and the Unified Development Ordinance and staff recommends approval.

Rick Madoni, Planning Board Representative, said that Planning Board voted to approve 7 – 0 with one absence.

Mayor Mayefskie opened the public hearing and the following sworn testimony was received:

Jason Barron, Morning Star Law Group, speaking for the applicant, said his team was here to answer any questions. The presentation of staff did a good job of outlining the project. He said the master plan set the framework and the development plan is consistent with what was adopted as part of the zoning case. He said there are 106 homes, open space plans, and cooperation with the Town to provide sewer to this site as well as to Eagles Landing Park. He said the plans are consistent with the plans and request the staff report be read into the record.

Council member Drees asked where the two additional units were. Project Engineer, Bill Daniel, said that the two units were added in the townhome section. The townhome section is separated from the single family homes by open areas.

Fran Hudson, 552 Rex Road, said that this project impacts people. She gave notice in August to each of Council reminding them of their constitutional oath. She said in all of these decisions they need to consider how it impacts the people. This project impacts the traffic, the schools, and the people who live around there. She asked them to focus on the people who are already here.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Action 1: Motion to adopt Resolution 25-16 to make and accept the Findings of Fact for consideration of and to approve Major Subdivision 24-MAS-01 for Cass Holt Crossing.

Motion: Forrest
Second: Hewetson
Vote: unanimous
A copy of Resolution 25-16 is attached to these minutes.

Action 2: Motion to approve Utility Allocation Request for Cass Holt Crossing.
Motion: Forrest
Second: Hewetson
Vote: unanimous

Action 3: Motion to approve Development Agreement.
Motion: Forrest
Second: Hewetson
Vote: unanimous

14. Voluntary Annexation A25-04 5608 Cass Holt Road

Sarah Sularz, Development Services, said this item was for considering the annexation of 49.36 +/- acres located at 5608 Cass Holt Road, the property just discussed in the last item. She reminded the public where the property is in relation to the Town limits.

Mayor Mayefskie opened the public hearing and the following input was received: none.

There being no input, Mayor Mayefskie closed the public hearing.

Action: Motion to approve Annexation Ordinance 25-04.
Motion: Forrest
Second: Hewetson
Vote: unanimous
A copy of Annexation Ordinance 25-04 is attached to these minutes.

15. Voluntary Annexation A24-03 0 Green Oaks Parkway

Sarah Sularz, Development Services, said this item was for considering the annexation of 1.99 +/- acres located at 0 Green Oaks Parkway. She showed where the property is in relation to the Town limits and said this would close a “donut hole” of unannexed land.

Mayor Mayefskie opened the public hearing and the following input was received: none.

There being no input, Mayor Mayefskie closed the public hearing.

Action: Motion to approve Annexation Ordinance A24-03.
Motion: Deshazor
Second: Hewetson
Vote: unanimous
A copy of Annexation Ordinance A24-03 is attached to these minutes.

16. 24-REZ-02 4500 Old Holly Springs Apex Road Rezoning and Development Agreement

Grayson Taylor, Development Services, said this item was to consider rezoning three parcels at 4500 Old Holly Springs Apex Rd. and 1300 and 1316 Holly Springs New Hill Road, a Development Agreement, and Utility Allocation request. He said that this item was scheduled on the May 20th meeting, but the applicant requested it be continued to tonight. He said that if the rezoning is approved, next steps would be a quasi-judicial hearing for major subdivision and development plan. He showed where the property is and said it is designated Mixed-Use Center on the Land Use and Character Plan and the largest parcel is currently zoned Heavy Industrial, with small areas of CB and NMX.

Mr. Taylor reminded the public of the reasons for conditional district zoning. He showed the evolution of the project from first submittal in March of 2024 to the plan submitted to Planning Board. He then showed the current submittal. He listed the ten goals that should be considered with this project. Since the presentation to Planning Board and the May 20th Council meeting, the applicant has added reclaimed water main extensions within proposed public streets and commitment to the Water Resource Management Policy. Their new concept plan shows land uses, building footprints and other details to allow staff to evaluate the plan. They have removed the proposed attached dwellings and replaced them with enhanced open space, and removed a commercial/apartments pod and the roundabout. The now-proposed plan includes 298 apartment dwellings, 7,500 square feet of commercial space with 12 fuel pumps.

Mr. Taylor said that proposed development standards and modifications include reduced setbacks to bring buildings up to the street, meeting the characteristics of a mixed-use center with thoroughfare setbacks reduced from 25' to 20' and the setback adjacent to the neighborhood residential district reduced from 50' to 20'. Landscape buffers would be adjusted to match the modified setbacks, they would retain an opaque buffer adjacent to Thales Academy, and appropriate buffers between the apartments and the fueling station. He said they are also committing to design elements including low-roof pitch, soundproofing, and HVAC placement for the apartments; dark features and light fixtures, and muted colors for the canopy of the fueling station; and the proposed drive-thru permitted with additional standards for the fueling station, and agreed to no drive-thru lanes between the building and the street.

Mr. Taylor said that staff has been discussing the importance of multi-modal connectivity for mixed-use centers since the beginning of the project and suggested a commitment to widening the sidepath adjacent to Target for safer bicycle connectivity.

Catherine Jacobs, Development Services, said the site would be served by water, reclaimed water, and sewer with connections along Old Holly Springs Apex Rd. The applicant chose sustainable design and increasing active recreation space by at least 25% for their water resource allocation. She said the developer will widen the road on all three frontages of their property per the Comprehensive Transportation Plan. They will construct crosswalks at three points. The traffic study included the three site access points and eight off-site intersections. The intersection of New Hill Rd. and Grand Hill Place is a hot spot and the developer is proposing a fee-in-lieu for their proportionate share. She said the TIA requires improvements at two intersections, in addition to turn lanes at the site access points.

Ms. Jacobs said that the development agreement includes road improvements being phased if the commercial tract moves forward before the residential portion and commitments associated with the Water Resource Management Policy and Transportation Mitigation agreement.

Mr. Taylor said that the proposed Conditional Zoning District provides additional housing in an appropriate location and a commercial use where desired by the community. Staff's primary remaining concern involves sufficient multi-modal connectivity to Holly Springs Towne Center. Overall, the rezoning is consistent with Town plans and policies and staff recommends approval. If this is approved, the housing portion would come back to Council for quasi-judicial, the fueling station would not be required to come back.

Rick Madoni, Planning Board representative, said the Planning Board recommended denial with a vote of 8-1, but this was prior to the changes pointed out by Mr. Taylor. There was concern with density and a desire for more commercial. They asked about other projects in the area, and there was concern about access to the apartments through the fueling station.

Mayor Mayefskie asked if what was voted on by Planning Board was different from what is proposed tonight. Mr. Madoni said the things that concerned them do not appear to have changed.

MPT Berry asked about the right-in right-out on the commercial part, and if it was added after Planning Board. Ms. Jacobs said the shared access drive was always there and right-in right-out. Mayor Mayefskie asked what the phasing of the road widening would be if the gas station appeared before the residential. Ms. Jacobs said it would be just along the area where the commercial would be.

Mayor Mayefskie continued the public hearing which was opened on May 20, 2025 and the following input was received:

Jason Barron, speaking for the applicant, said his team from McAdams was here to help answer questions. He said the project has changed significantly since the beginning of the project. He said this is the first project he's worked on where a gas station was a positive. He said the site is currently zoned Heavy Industrial, Community Business Conditional District, and Neighborhood Residential. He said they are requesting a rezoning to Community Business Conditional. He said the phasing is because there are two different parties working on one project. Because the commercial area is so much smaller, the remaining road widening will happen with the multifamily construction. He said he does not think it will lag much. He said this rezoning would remove the requirement for a gas station to have repair work associated with it. He said density makes sense in this location. They will serve the future employers coming due to Economic Development successes. Additionally, it is making significant road improvements, making it walkable to Target. He said density makes sense here because of its proximity to Target and other commercial in that area. He said the sidewalks being provided are substantial. They are sidepaths – wider – and go all along the perimeter of the site. It is a lot of linear feet of sidewalk. There is also sidepaths along the internal street. This sidepath is also the wider sidepath. The walkability within the development is strong. He said they heard the concerns of Planning Board and the staff recommendations. After the Planning Board decision, they provided a Conceptual Development Plan and improved their zoning submittals. He said the access to the gas station has been improved, with the roundabout being removed. He said NCDOT rejected the roundabout, but has approved the current plan. By making that change it improves the access to get to the gas station and addresses the concerns heard from the Planning Board. He said the plan has improved through the process.

He requested approval and said they were here to answer questions.

Council member Deshazor asked if there was a way to leave a section for high speed EV charging. Mr. Baron said they can look at that at the time of construction drawings. He said a lot of convenience stores have a partnership with Tesla to add those chargers. They do not have a commitment at this time, but would not be surprised if the end-user has one of those partnerships.

MPT Berry asked why the phasing was required in the Development Agreement since he didn't think the apartments would be far behind the commercial. Mr. Barron said it was because there are two parties working on it, and they work at their own speed. MPT Berry asked what the risk was that we are left with an hourglass shaped road if something changes hands and there is a delay. Mr. Barron said it would be disingenuous to suggest there is no risk, but we don't have the ability to control it.

We've been trying to work together, but if the multifamily goes first it has to make all the road improvements. It is a reflection of cost.

Council member Hewetson asked if the developer has considered widening that stretch of sidewalk beside Target. Mr. Barron said they have taken a look at it. The specific request came later in the game, and at this point they don't have the ability to make that commitment because they don't know if there is sufficient right-of-way to support it, if there are utilities there, etc. The cost is unknown and they cannot commit to it now. But there is a 5-foot wide sidewalk there, just not the wider type the town would like to see.

There being no further input, Mayor Mayefskie closed the public hearing.

Council member Drees asked if, on the other side of this property, there was a sidepath that connects to the business park. Mr. Taylor said he's not sure how far it goes – definately to Thales but he is not sure it crosses the Hensley neighborhood.

MPT Berry asked Town Attorney John Schifano whether, if this passes, they are required to do the widening, even if it occurs later. Mr. Schifano said the only pass they get is if the gas station goes first. If something develops on the apartment site later, that part would have to be widened.

Action 1: Motion to adopt Rezoning Ordinance RZ25-03 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve 24-REZ-02 Old Holly Springs Apex Rd. rezoning.

Motion: Forrest
Second: Deshazor
Vote: unanimous
A copy of Rezoning Ordinance RZ25-03 is attached to these minutes.

Action 2: Motion to approve the proposed Development Agreement.
Motion: Forrest
Second: Deshazor
Vote: unanimous

Action 3: Motion to approve Utility Allocation Request for 4500 Old Holly Springs Apex Rd. for 38,525 Gallons Per Day.
Motion: Forrest
Second: Deshazor
Vote: unanimous

17. 4016 Berman Edge Rd. Rezoning 25-REZ-03

Conor Ryan, Development Services, said this public hearing was for a request to rezone 4016 Berman Edge Road. As part of the new process it would then go to Planning Board on June 24th and come back to Council at the July 15th meeting for a decision. The rezoning is requested in order to do a minor subdivision. He showed the location of the property, next to Morgan Park, which is currently designated Residential Neighborhood on the Land Use and Character Plan and zoned rural residential. He said this is a request for a general use rezoning, for which the project must meet all standards of the Unified Development Ordinance, including lot dimensional standards and use standards.

Mr. Ryan said the applicant is showing a 20' undisturbed landscape buffer along Berman Edge Road with the proposed Minor Subdivision, along with an easement for Morgan Park mail kiosks and other buffers. They are requesting the rezoning in order to divide the lot into two lots of just over half an acre.

Elliot Blonshine, Development Services, said that the site will be served by town water and sewer, and no extensions will be provided. This is Priority 2 and they are committing to sustainable design and tree preservation. There is sufficient allocation remaining for this project. Transportation improvements are not required.

Mr. Ryan said that the proposed SR: Suburban Residential General Use District supports the vision of a residential neighborhood. It will allow for the construction of context-sensitive infill housing consistent with the existing development around the project area and proposes continuation of elements that are present in the adjacent development, including a 20' undisturbed perimeter buffer along Lot 17's property line adjacent to Berman Edge Rd.

Council member Deshazor asked if any residents on Utley Bluff Dr. have expressed any concerns to staff. Mr. Ryan said they have not. Council member Forrest said this fills in a donut hole. The residents have lived there for a long time and asked the builder to incorporate the two into Morgan Park. He said he spoke to the residents and no one had complained. Council member Deshazor said to take Utley Bluff to Berman Edge, there are no sidewalks in the Trotter Bluffs side and he was concerned about their access. Council member Drees asked which side the driveway would be on. Mr. Ryan said it will be on the Berman Edge side.

Mayor Mayefskie opened the public hearing and the following input was received: none.

There being no input, Mayor Mayefskie closed the public hearing.

Mr. Ryan said that the next step is for the application to be forwarded to the Planning Board for consideration at their June 14th meeting.

NEW BUSINESS

18. 1220 N. Main (Overlook) Rezoning and Development Agreement

Cheryl Caines, Development Services, said this item was to consider rezoning 1220 N. Main Street, consider the utility allocation request and the development agreement. This project was heard at a public hearing on May 20, 2025 and then forwarded to Planning Board under the new process and is here tonight for a decision on the combined rezoning and development plan. If it is approved, the next step is Construction Drawings. She showed where the property is located, across from Ting Park. It is currently designated Mixed-Use Center on the Land Use and Character Plan. She spoke about how this plan would fit into the Ting Park Sports and Entertainment Concept recently discussed by Council. It is currently zoned Neighborhood Mixed-Use, and the applicant is seeking Community Business Conditional Zoning. The site is 9.86 acres and they propose 237 apartments and 15,000 – 17,000 square feet of commercial and a variety of private and public open spaces. She showed where the powerline easement abuts the property and where pedestrian connections would be made.

Elliot Blonshine, Development Services, said the site would be served by existing water and sewer. He said the developer is offering public utility improvements including sewer and storm pipe improvements. He said the project is a priority level 2 and they are committing to public infrastructure improvements and tree preservation. He said the road widening across the property frontage would be completed per the Comprehensive Transportation Plan, a ten-foot sidepath would be constructed along Main Street and pedestrian connections would be made as part of the supplemental conditions. He said additionally the developer would widen Main Street along the Ting Park frontage and make a sidepath connection from the property frontage to Steedmont Drive. He said the traffic study included two site access points and five intersections. He said the existing bus stop on Sportsmanship Way would receive a fee-in-lieu for a new bus stop on N. Main Street.

Ms. Caines said that the applicant is proposing some changes since the public hearing and the Planning Board meeting to address feedback they received. Among these are increased commercial square footage from 12,890 to a minimum of 15,000 / maximum of 17,000 rentable area, not including the terrace on the ground floor or the rooftop. This commercial is to be completed in the first phase.

They will pay a fee-in-lieu of $17,000 for a Park and Ride Bus Shelter on Main Street. They are committing to safety measures to the existing Anchor Creek Way crosswalk, and a pedestrian refuge to the existing N. Main St. crosswalk, pending NCDOT approval. Specifics will be defined at Construction Drawing stage. They are not proposing any changes in building height.

Ms. Caines said the development agreement includes the developer upsizing approximately 1,000 to 1,300 linear feet of sanitary sewer with fee credit reimbursement, and the previously discussed road widening. They will utilize the Parks & Recreation Fee Per Unit adopted in April of 2025 and allow more than 15 units per acre without vertical integration of uses. They have made a commitment to the Water Resource Management Policy allocation elements, and will create pedestrian-only stubs to properties on the east and south.

Ms. Caines said the proposed Conditional Zoning District supports the transformation of the designated Mixed-Use Center. It builds upon existing parks, entertainment uses, and housing in the area. It is largely consistent with Town plans and staff recommends approval.

Rick Madoni, Planning Board representative said that Planning Board voted to recommend denial with a vote of 7 – 2. He said they did not discuss the Council discussions about the Ting area Sports and Entertainment district. There was concern with traffic on the road, as this is primarily a high-density residential development. There was a question about why five stories, and whether there would be a dog park. There were concerns about not enough retail. There were concerns about not enough road improvements.

Council member Deshazor asked if they were not aware of the road improvements on Main St. Mr. Madoni said widening the frontage isn't going to alleviate the traffic problems. Council member Deshazor asked about the crosswalk safety question. Mr. Madoni said there were concerns that there wasn't enough, but they have already made changes based on what we saw, and Holly Springs Police Department said they weren't concerned about it.

Council member Deshazor asked staff if the TIA took into consideration the additional commercial. Mr. Blonshine said we did talk about it and there was not time to make changes. That will have to be done at construction drawings, but we anticipate no change, because the original TIA was for a higher number of trips. But it will be explored during construction drawings and make sure everything aligns.

Council member Forrest asked if 24 units per acre was correct. Ms. Caines said yes. Council member Forrest asked what the benefits to the tax payer for all the upgrades they are doing beyond their project would be in dollars. Ms. Caines said staff doesn't have a dollar amount but can provide that later. Council member Forrest asked about the density compared to the UDO. Ms. Caines said with NMX zoning 143 units would have been allowed. This zoning change allows more. Council member Forrest asked what projects above and beyond are they proposing. Ms. Caines said the sanitary sewer upgrades, fee-in-lieu for a transit shelter, widening Main St. on the Ting side, pedestrian enhancements, and stormwater improvements beyond what their impact would be. Mr. Blonshine said without this project the Town would need to address the stormwater improvements.

Jason Barron, speaking for the applicant, said the team is here to answer questions. He said he wanted to talk about what has changed since the public hearing. He said their design priorities are to improve and protect the pedestrian experience, activate the N. Main Streetscape, connect with and relate to Ting Park, and locate buildings away from neighbors while accommodating the Duke Energy easement. They propose a variety of open public spaces and an elevated urban design. He said the commercial in this project will be neighborhood style retail. He outlined the changes following the meeting with the Planning Board. These include enhanced crosswalks at Anchor Creek and Cobalt Creek as well as at Anchor Creek and N. Main; a new shelter at the transit stop on Sportsmanship Way and increased landscape screening. The commercial area has been increased by over 15% to a minimum of 15,000 square feet of commercial. He said that they are cognizant of the increased traffic that comes with commercial, but they are trying to bring the type of commercial that is used by those living nearby and visitors to Ting Park. He showed the traffic and pedestrian crossing improvements

along Anchor Creek Way and Main Street. Mr. Barron outlined the traffic improvements including a right turn lane into the property, sidewalk extension, road widening on both sides, striping and repaving and a ten-food multimodal sidewalk along N. Main Street. He showed elevations of the various buildings and the view from Anchor Creek towards Buildings 1 and 3. He outlined the infrastructure improvements being provided.

Kevin Dean, Kimley Horne, said the additional traffic study showed that providing additional through lanes will increase the amount of traffic allowing to go through the intersection. It also allows the timing to be adjusted to provide more time for Sportsmanship Way. The study has been reviewed by the town and NCDOT and were found sufficient.

MPT Berry said the agreement quotes the cost of improvements as $1.2 million, but you are asking for $2 million reimbursement. He asked how that is saving tax payers money. Mr. Barron said the offsite improvements are going to increase the capacity offsite. They are getting the benefit of a fee credit, but the cost of doing the storm water and the street exceeds the reimbursement we are asking for. MPT Berry said the tax payers are still contributing substantially. It's not a gift. Mr. Barron said that is true. As we started to circle the wagons at the sewer improvements, while we are getting credit for that work, it significantly improves a project the town needs to have done and shortens the time frame.

Council member Forrest said regarding the building heights, what would the height be at Main St, given that you're building on a grade. John Nelson with CBC Real estate said the building closest to Main St. is under the 60-foot limit. It is the tallest at 59 feet. The second is about 56 feet tall and the other is a two story building. The grade changes make it sit more consistently with the surrounding buildings.

Council member Drees asked if, when the TIA is rerun, it turns out to be more trips, what is the process. Mr. Dean said they have already confirmed that the trips are under the TIA, but in a case where there was a difference, the study would have to be redone.

Action 1: Motion to adopt Ordinance RZ25-04 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve Rezoning 25-REZ-01.
Motion: Hewetson
Second: Deshazor
Vote:
Aye: Hewetson, Deshazor, Forrest, Drees
Nay: Berry
The motion passed.
A copy of Rezoning Ordinance RZ25-04 is attached to these minutes.

Action 2: Motion to approve the proposed Development Agreement.
Motion: Hewetson
Second: Deshazor
Vote:
Aye: Hewetson, Deshazor, Forrest, Drees
Nay: Berry
The motion passed.

Action 3: Motion to approve Utility Allocation Request for 1220 N. Main (Overlook).
Motion: Hewetson
Second: Deshazor
Vote: unanimous

MPT Berry said the density and the traffic is why he voted against it, but he wants them to be successful. He thanked them for the utility improvements, but he couldn't close the gap with the density and traffic.

19. Utley Creek Water Reclamation Facility Upgrade Initial Resolution

Tina Stroupe, Finance Director, said this item was to review the process of issuance of Revenue Bond Anticipation Notes for Phase 1 of the Utley Creek Water Reclamation Facility Upgrade project. She explained that Revenue Bond Anticipation Notes (BAN) are a low-cost short-term debt instrument issued in advance of financing from long-term revenue bonds. They can be faster and less expensive than issuing long-term bonds upfront for a project and repayment is from the future Revenue Bond proceeds. She said using BANs provides a cash flow bridge for immediate cash until the issuance of long-term revenue bonds which avoids delays in a project while allowing preservation of Fund Balance. The BAN is for a not-to-exceed amount of $22 million for Phase 1, which includes the Lab and Operators Building and site preparation for the facility upgrade. She said that this was anticipated and included in the Town's debt modeling. Adopting the Initial Resolution tonight allows staff to submit a letter to the Joint Legislative Committee this month. In July application will be made to the Local Government Commission, a contract will be approved, and the Approving Resolution adopted. LGC approval is expected in August, as well as the closing of the Note. Council will be presented with the contract for the bid winner in July and will adopt the approving resolution to accept the loan terms and allow staff to proceed with closing the note.

Randy Harrington, Town Manager, said he wanted to clarify that we recently bid this and only got two bids, which means we could not open them. We are working with design consultants to fine tune the package to get more bids. There is some risk that we will not be able to come back in July, if so we will come in August.

Action: Motion to adopt Resolution 25-28, Initial Resolution authorizing the negotiation of the Town's Enterprise Systems Revenue Bond Anticipation Note, Series 2025; directing application to the Local Government Commission for approval of the 2025 Note; requesting Local Government Commission approval of the 2025 Note; and directing the Town Manager and Finance Director to retain the necessary professionals essential for the debt issuance process.

Motion: Forrest
Second: Hewetson
Vote: unanimous
A copy of Resolution 25-28 is attached to these minutes.

Public Comment: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council.

The following public comments were received in person: none

OTHER BUSINESS

Council member Deshazor said he had a tough week with the passing of his mother. He thanked Council, Mayor, and staff for reaching out. Thursday is Juneteenth and there is a celebration on Saturday and he hopes people get out there and celebrate. Sunday is a baseball game honoring the old negro league players at Ting. And a few weeks ago the Mayor suggested a walkway across Sunset Lake Rd. and since then he has gotten lots of messages requesting a walkway across 55 or a tunnel under 55. It's something people are asking for.

Council member Drees wished everyone a happy early 4th of July. Be safe, enjoy the 5th at Sugg Farm.

Council member Forrest thanked staff and Planning Board for their hard work. Development is labor intensive and heavy for a town to work through to make sure we get the right development for Holly Springs. He thanked Tina Stroupe for the work to make sure we understand the process for the upgrades. And he said he was happy to see a Boy Scout in the room learning about local government.

Mayor Mayefskie said that tomorrow night Holly Springs High School graduation is in Raleigh. Employee 1, Debbie Mann, is retiring and there is a celebration for her at Ting tomorrow. And on

Thursday Corporal Locklear is retiring after over 20 years in law enforcement. He wished them both happy retirement.

MANAGER'S REPORT

Randy Harrington, Town Manager, said the Juneteenth celebration is from 5 – 8 pm this Saturday, in partnership with the Holly Springs ML King committee. On July 5th Independence day celebration at Sugg Farm is from 6 – 9:30, with fireworks around 9:15.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 9:17 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully submitted on Tuesday, August 19, 2025.

Linda C. McKinney

Linda C. McKinney, Town Clerk

Addenda pages as referenced in these minutes follow and are a part of the official record.

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, July 15, 2025. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Sean Mayefskie, Council members Timothy Forrest, Danielle Hewetson, Chris Deshazor, and Annie Drees.

Council Members absent: MPT Dan Berry.

Staff Members Present in Chambers: Scott Chase, *Assistant Town Manager;* John Schifano, *Town Attorney;* Linda McKinney, *Town Clerk* (recording the minutes); Kameron Womack and Jesse Dixon, *IT;* Corey Petersohn, *Budget and Sustainability;* Cassie Hack, *Director, Communications and Marketing*; Chris Hills, *Director, Development Services;* Elizabeth Goodson, Brett Gosney, Catherine Jacobs, Elliot Blonshine, Sarah Lipkin Sularz, and Conor Ryan, *Development Services*; Michael Leonas, Carrie Mitchell, Sadel Lassiter, Kimberley Keyes, and Carrie Kennedy, *Utilities and Infrastructure;* LeeAnn Plumer, *Director, Parks and Recreation;* Tina Stroupe, *Finance Director;* Jay Osborne, *Assistant Town Attorney*; LeRoy Smith, *Fire Chief;* Lt. Michael Castelloe, *Fire;* Paul Liquorie, *Police Chief;*

2. and 3. The Pledge of Allegiance was recited followed by an invocation from Lacy Judkin from the Church of Jesus Christ of Latter-Day Saints.

4. Agenda Adjustment: The July 15, 2025 meeting agenda was adopted with changes, if any, as listed: add item 22, Resolution supporting House Bill 352.

Motion: Forrest
Second: Hewetson
Vote: Unanimous

RECOGNITIONS

5. U.S. Coast Guard 235th Anniversary

Mayor Mayefskie recognized the 235th anniversary of the United States Coast Guard and presented a proclamation to Coast Guard veterans.

6. Battle of the Badges Proceeds Presentation

Fire Chief LeRoy Smith said that the Battle of the Badges was held on April 25th – 27th with ten police and fire departments from Wake County competing. He said that they took in approximately $15,000 for The Miracle League of the Triangle. He said the Miracle League is a nonprofit that enables special needs children to participate in sports activities. Chief Smith, Police Chief Liquorie, and officers from both departments presented the check to representatives of The Miracle League.

CONSENT AGENDA

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by Council member Forrest, a second by Council member Hewetson and a unanimous vote. The following actions were affected:

7. June 3, 2025 Town Council Meeting Minutes and June 10, 2025 Town Council Workshop Minutes – Council approved the minutes of the June 3, 2025 business meeting and the June 10, 2025 workshop meeting.

8. Monthly Budget Amendments and Grants – Council approved budget amendments and adopted Budget Ordinances 25-26 Parks & Recreation Capital Reserve, 25-27 System Development Fee Capital Reserve, and 25-28 Streets Capital Reserve.

Copies of the budget amendments and Ordinances 25-26, 25-27, and 25-28 are attached to these minutes.

9. Avent Ferry Pedestrian Improvement Project – Council awarded the Avent Ferry Pedestrian Improvement construction contract to Lanier Construction Co. Inc. in the lump sum amount of $452,431 and allowance for contingencies (if necessary) of up to $67,865 for a total construction project budget of $520,296, and authorized the Town Manager to approve any change orders or contracts that are within the approved project budget and consistent with the project scope.

10. Condemnation Resolution for the Downtown Avent Ferry Sidewalk – Council adopted Resolution 25-18 to authorize Eminent Domain Proceedings for the Downtown Avent Ferry Sidewalk.

A copy of Resolution 25-18 is attached to these minutes.

11. Condemnation Resolution for Main Street Sidewalk Project – Council adopted Resolution 25-19 to authorize Eminent Domain Proceedings for the Main Street Sidewalk Project.

A copy of Resolution 25-19 is attached to these minutes.

12. Condemnation Resolution for the Holly Springs Fuquay-Varina (Sanford) Water Line – Council adopted Resolution 25-32, a Joint Resolution with Fuquay-Varina to acquire easements as needed for a water transmission line.

A copy of Resolution 25-32 is attached to these minutes.

13. Engineering Design and Construction Standards Supplement #12 – Council approved Supplement #12 to the Engineering Design and Construction Standards (EDCS) and retired the 2008 Street Light Policy.

14. Voluntary Annexation 5900 Duncan Cook Road (A25-05) – Council adopted Resolution 25-29 directing the Town Clerk to investigate the sufficiency of annexation petition A25-05, and setting the public hearing for August 19, 2025.

A copy of Resolution 25-29 is attached to these minutes.

15. Extension Request for Wegmans Development Plan Expiration – Council granted the fourth and final six-month extension for 18-DP-15-A01 for Wegmans to extend the expiration date from August 15, 2025 to February 15, 2026 as requested by Wegmans.

16. Business Park Pump Station and Force Main Improvements – Council authorized the Town Manager to execute the contract for Professional Services for the Business Park Pump Station & Force Main Improvements Construction Administration and Observation (Project 21-001), to Highfill Infrastructure Engineering in the amount of $300,800 plus 10% contingency, for a total of $330,880;

approved the certified bid tabulation and awarded the construction contract to the lowest responsive and responsible bidder, Sanford Contractors, in the amount of $5,908,930 plus 10% contingency, for a total of $6,499,823; and authorized the Town Manager to approve change orders as may be required during the project up to the approved project budget amount.

17. Operations Campus Building Upfitting – ADW Architects Design Construction Change Directive - Council approved Construction Change Directive for ADW Architects to design upfit to include electrical, mechanical, plumbing, and sprinkler system for additional space in the Administrative and Operations Building – Operations Campus.

PUBLIC HEARINGS

18. Hazel Ridge Major Subdivision Plan

Brett Gosney, Development Services, said this item was a major residential subdivision. He said it went to Planning Board on June 24th under the legacy process and was now before Council for the Public Hearing and decision. The property was rezoned on August 20, 2024, as Tassell Ridge. The applicant has renamed it Hazel Ridge. He showed where the property was located and said this is a quasi-judicial decision requiring sworn testimony by fact witnesses or opinions by qualified experts presenting evidence that standards in the ordinance are or are not being met. The property is designated Residential Neighborhood in the Land Use and Character Plan and zoned Suburban Residential Conditional District. He said the rezoning allows a maximum of 237 units (or 1.97 units per acre) with a minimum lot size of 7,500 square feet, and a mix of 20% between 7,500 and 9,999 square feet; 30% between 10,000 and 11,999 square feet, and 30% 12,000 or larger. They have also committed to thirty percent overall open space being required.

Mr. Gosney outlined the history of the major subdivision with neighborhood meetings and sketch plan meetings last November, first submittal and developer conferences in January of 2025. He showed the evolution of the plan since rezoning, with 237 single family detached units, four active open space areas, traffic calming measures and a pump station on site.

Catherine Jacobs, Development Services, said the site would be served with water and sewer, and has not changed since rezoning. She showed the location of the lines and the pump station with connections on Duncan Cook Rd. The developer has committed to improvements of the Honeycutt Farms Pump Station. She said that required transportation improvements include widening Duncan Cook along the property's frontage and four site access points. The traffic impact analysis included those intersections plus four offsite intersections. The two connections to Duncan's Ridge include solar powered radar signs with speed limit and pedestrian warnings.

Joe Cuccurullo, Planning Board Representative, said that the Planning Board recommended approval with a vote of 9 – 0. He said the improvements offered by the applicant influenced their decision. Questions centered on post-rezoning improvements and the active open space areas.

Mr. Gosney said that staff finds the proposed Major Subdivision Plan meets all requirements of the Tassel Ridge Conditional District rezoning, and all requirements of the town's Unified Development Ordinance and thus recommends approval. He asked that the staff report, agenda attachments, and presentation be entered into the record.

Council member Drees asked if there were any concerns about police and emergency response time. Mr. Gosney said the Police and Fire Chiefs said it would not affect it too much, and it is consistent with the Comprehensive Plan.

Mayor Mayefskie opened the public hearing and the following sworn testimony was received:

Mr. Andy Petty, speaking for the applicant, said he was joined by two other team members who could answer questions. He said the site is located in the ETJ, but it will be on for annexation at the August meeting. It is located in a residential neighborhood district, so compatible with the plan. He

said the project started in 2023, with rezoning in 2024 and tonight asking for approval of the plan. He said they committed to the number of units to limit lot sizes. They commit to buffers and active open spaces. Architectural conditions were accepted to make this a non-cookie-cutter development. The changes since the master plan are the addition of 5 fire truck turn arounds for public safety. The addition of a stub street between lots 38 and 39. He said the project will be in 4 phases. Phase 1 will be the main entrance, one amenity area, the streets that lead to the pump station, road improvements, water extensions, pump station and sewer. Phases 2 and 3 will be the northern side of the creek and phase 4 the other side. He outlined the four active open spaces. He said they have committed to improvements of Duncan Cook and Creek roads, a signal, and added turn lanes at Buckhorn Duncan and Duncan Cook. These would go in the first phase of the development.

Council member Deshazor said that tree preservation has to be 20%. He said they are at 19.87% and asked if there was a way to get to 20%. Mr. Petty said they committed to 20%, and will make sure they have it. It may have been a rounding error on the plan. It is a committed element of the plan.

Council member Drees asked where the dog park was. Mr. Petty said there was not a dog park in this development. He said they have walking paths with pet way stations throughout the community. And they have committed to pet way stations at the entrance to Duncan Ridge. Those will be in the covenants for the subdivision to maintain those. Council member Drees asked what was behind Lot 118 in the front section. Mr. Petty said that is a different kind of open space. Council member Drees asked whether the speed limit signs would be on your side, or the Duncan Cook side. Mr. Petty said that is to be determined. The only question is that the other subdivision is NCDOT roads, not Holly Springs roads. But he doesn't think we will have any issues with them.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Mr. Gosney reviewed the criteria Council must consider when reviewing this quasi-judicial decision.

Action: Motion to adopt Resolution 25-30 to make and accept the Findings of Fact for consideration of and to approve the Hazel Ridge Major Subdivision Plan 25-MAS-01.
Motion: Forrest
Second: Hewetson
Vote: unanimous

A copy of Resolution 25-30 is attached to these minutes.

19. 1317 N. Main St. Commercial Tracts Development Plan Major Amendment

Brett Gosney, Development Services, said this item is a request for a Development Plan Major Amendment. He said it went to Planning Board on June 24th and was now before Council for the public hearing and decision. The property was rezoned on April 6, 2021 and the major subdivision approved on November 30, 2021. The original Development Plan Amendment was approved by Council on November 30, 2021. He reminded the public of the location of the parcel on across from Ting Park. He said that in 2020 Wake County (who owns the land) partnered to create a mixed-use center, including residential, office, retail, and entertainment. The partnership was with DHIC and Capital Associates. The development plan approved in November of 2021 included the 84,000 sq. ft. corporate headquarters for My Computer Career, 11,500 sq. ft. of integrated retail and the potential for a future performing arts center. My Computer Career is no longer involved with the site and the applicant has requested amendments including reducing the building height and overall square footage, removal of the retail components and potential performing arts center and they have moved further away with each amendment request from the Mixed-Use Center standards.

Mr. Gosney reminded Council and the public of the nature of a quasi-judicial decision. He said that the property is designated Mixed-Use Center on the Land Use and Character Plan and outlined the characteristics of a Mixed-Use Center, showing where the application meets those characteristics and where it does not. The property is across from Ting Park and the Sports and Entertainment District Council is pursuing. The existing zoning is CB Community Business Conditional District. He said the adjacent parcel is to be developed in partnership with Wake County and DHIC for affordable housing. He said that the Town Council approved Development Agreement included a commitment to provide a mixture of office, retail, and hospitality uses and defined transportation improvements. The Economic Development Agreement approved by Council included a required investment of $20 million by the developer and references office, retail, and a potential hotel. It specifies compliance with the Development Agreement and includes terms and timeline of development completion. It includes Wake County's conveyance of the property to the Town with the Town to sell the property to the developer for $1,020,000, based on the 2020 appraisal.

Mr. Gosney outlined the key dates for the current amendment. He said the overall master plan, which includes the DHIC is not under consideration tonight and tonight's decision will not affect the eastern side of the property and DHIC's approved development plan. He showed the originally approved development plan with a 4-story 84,000 square foot corporate headquarters, 11,500 sq. ft. of integrated center / retail and potential future performing arts center, all of which was consistent with the Comprehensive Plan. The plan was then modified removing the performing arts center and adding a potential hotel location and increasing the integrated center/retail/office space to 12,000 sq. ft. Council approved modifications to the Economic Development Agreement and the Development Agreement. Staff has advised the applicant that the approved Development Agreement and Economic Development Agreement are still in effect and supported. The current proposed amendment reduces the office space to one 3-story building of approximately 75,000 sq. ft., to be used as a medical office building, and removes the retail building, hotel, and performing arts center and reduces the open space provided in front of the building and near the east property line. He showed the previously approved building elevations, and the currently proposed elevation, which has also been changed as part of this major amendment request.

Elliot Blonshine, Development Services, said the site would be served by Town water and sewer, connecting to existing lines along Sportsmanship Way. The applicant provided a traffic memo showing that the trips have been reduced, but the applicant is still committed to the traffic improvements. He said that transportation commitments include dedicating right-of-way along NC 55, constructing a greenway around the south and west of the property and constructing greenway connections, and constructing a sidewalk to the bus stop on Sportsmanship Way, and fees-in-lieu of signals. In addition, they would install an RRFB (Rectangular Rapid Flashing Beacon) at the crosswalk on Sportsmanship Way.

Joe Cuccurullo, Planning Board Representative, said the Planning Board voted to recommend approval with a vote of 8 – 1. The proposed amendment changes it significantly. But some who voted "yes" also expressed displeasure. They asked about adding retail and additional buildings and were told that mixing medical with retail was not sustainable and medical needs more parking. Mr. Crandall was the negative vote because he did not feel the project was consistent with Criterion 5, furthering the goals and policies of the Comprehensive Plan. He said it was incompatible and supported the staff's denial recommendation. But the positive votes felt that denying this would affect the DHIC plan. He said the Planning Board's advice should be seen as a recommendation to keep the affordable housing development.

Council member Deshazor said this is quasi-judicial, so we are only talking about facts. The dissenter said they were dissenting because of Criterion 5, that it does not sufficiently meet the Comprehensive Plan. Is that the correct reason? Mr. Cuccurullo said that was correct. Council member Drees asked for and received confirmation that the Planning Board recommendation was to approve. Council member Forrest asked if the Planning Board was aware that the two projects are

separate approvals. Mr. Cuccurullo said the way it was presented to the Planning Board was that the DHIC part could not move forward unless the commercial component moved forward.

Mr. Gosney said that the proposed Amendment complies with minimum requirements of the CB Zoning District as specified by the UDO. However, it is inconsistent with the Comprehensive Plan and Criterion 5 of the Findings of Fact, which require the project to further the goals and policies of the Comprehensive Plan, as it is inconsistent with the Character Area designation of Mixed-Use Center. It is also inconsistent with the Town Council approved Development Agreement and Economic Development Agreement. He asked that the staff report, attachments, and presentation be entered into the record, and said staff's recommendation was to deny.

Council member Drees asked if the storm water control measure in the amendment is something the town is requiring or has asked for. Mr. Gosney said it would have been included in the plan to meet runoff goals. Mr. Blonshine said they are required to treat stormwater on their site. The size of the pond is determined by the amount of impervious surface, which the state requires, and the previous plan also required it. Council member Drees asked if the original design met all of the mixed-use Characteristics. Mr. Gosney said the original approval met the majority of those characteristics.

Mayor Mayefskie opened the public hearing and the following sworn testimony was received:

Jason Barron, attorney for the applicant, said the team was with him, Stephen Porterfield, Laura Holleman, Adam Pike, and Scott Sallade all from McAdams. He said that this was quasi-judicial and because they had evidence to present it will feel a little clunky. He said that there was a prohibition on *ex parte* communication. The purpose of no *ex parte* communication is rooted in the constitutional right to use your property if your use is permitted by law. He said they would talk about the overall plan for development of this site and where it fits in the context with the western portion of the site. He said the two portions are connected. The mixed-use center talked about in the staff report relative to Criterion 5, he said they believe they support. But that mixed-use applies to both sides of the site, not just the western side. When this began, My Computer Career was heavily involved. When the pandemic hit, offices had to re-evaluate their need for office space. My Computer Career is no longer planning on occupying the site. When this was originally planned, the Capital Broadcasting was not involved. Additionally, they are bringing a new development adjacent to this site with many improvements. He said they believe that that development, is part of a larger ecosystem that meets the mixed-use center. The medical office building is an economic development. He said that injuries from games at Ting will make a medical office attractive. The hospital in Apex adds a need for medical office buildings in this area. It is part of a larger geographic area, that satisfies the elements of the ordinance. We believe that it is consistent with the zoning and the requirements of the CB district and the criteria for a mixed-us center. He said the Development Agreement and Economic Development Agreement are not before Council. They remain intact and in place. And he doesn't think, for purposes of the evidentiary hearing, there is anything in the five findings-of-fact that remotely relates to those agreements. He does not think any consideration of those two agreements is germane to the decision tonight. And he said his second point is DHIC is interested in seeing this move forward, because these two sites are connected and our site must move forward for theirs to move forward.

Laura Holloman, project planner with McAdams, said she is an expert witness. She has a BS in Public Management from Appalachian State in 2005 and has been practicing as a professional planner since that time. She showed an updated Master Site Plan from a bird's eye view. She said it is zoned CB Community Business. She said most intense zonings should be along the 55 corridor like Towne Center, Rex Hospital, Duke Medical. She said office uses are allowed in CB, so they are consistent with ordinances there. Zoning conditions include a 70,000 sq ft requirements. She then said the 3-story 75,000 square foot building would be over the minimum for that, and over the two-story minimum. She said it meets all minimum setbacks and all minimum parking requirements. Tree conservation is also met with this plan. This property does not have many trees, but the ones remaining are adjacent to 55 and along transition areas to Easton Acres. This assures an adequate transition. She said the residents

of Easton Acres were pleased that the building was going to be three stories instead of five. She said they are meeting the public open space requirements with active open space adjacent to the building. She said they are meeting all applicable zoning requirements. She said they are meeting all the minimum building elements. She said they have a pivotal access into the site which will serve the medical office and DHIC. This was pivotal in the approval of the master plan. It is important that these sites are under the same master plan and it has always been the plan for them to be linked and connected. She said there will be sidewalks along the access road and Sportsmanship Way and that meets the intent of the site plan. The greenway extension will connect to Ting Pak and connect a stub that will be connected to the tunnel under 55 when that greenway is built. She said that as consistent with the Comp Plan, this is a collective mixed-use activity center. She said this is meant to be thought of collectively. She said that at no place in the Comp Plan does it give a minimum that needs to be on one parcel. It doesn't say that one plan has to meet all the elements of a mixed-use center. This plan never had upper level residential. It always had an office and separate retail. The other side was always affordable housing. But together, this checks the boxes for mixed-use. You have entertainment with Ting, the professional office component, the affordable housing component, market rate urban across the street, and retail across the street. Together, this meets the vision of a mixed-use center. She read an excerpt from a staff report for 4500 Holly Springs Road "In the context of the Land Use and Character Plan, Mixed-use Center typically refers to vertically integrated buildings with nonresidential uses such as office or retail on the lower floors and residential units above, similar to Main Street Square. However, in certain contexts, a mixed-use center may be more appropriate as a mixture of uses without vertical integration of uses. This type of development may not fit neatly in the traditional mixed-use style but it can be considered with relevant context and overall community needs." She then said that this development provides a critical need. She said the Affordable housing provides a critical need and these projects can't happen without each other, which is why they were under a single master plan. She said there are site conditions that preclude a typical mixed-use with the stream, the trees along the bypass, which takes away the visibility, and a gas easement. You are not limiting yourself to a typical grid-like pattern of mixed-use because of this. We have met the conditions as much as we can with the site. She said the other piece, is "a place to transform" and she can't think of a more apt place to transform than a former borrow pit into a medical office space. This area of town is becoming a mixed-use area and she stated for the record that this will be a wonderful development that she thinks meets the UDO and the Comprehensive Plan.

Council member Hewetson said outside of a very large parking lot, she sees one use of a medical office building. She asked what other use was on the property? Ms. Holloman said the applicant's argument is that this is all part of the same piece of property, and as she stated, the mixed-use doesn't require that the mixed uses be on one single piece of property. But all around this piece it is designated mixed-use, so she thinks the context of what is around you creates the mixed-use center.

Council member Drees said the development plan very clearly marries this land together. So she sees the mixed-use. But her concern is that you are telling us that the development agreement is not relevant, but staff are saying it is. Mr. Barron said the Development Agreement remains valid and enforceable. We are not asking for an amendment to that. Council member Drees said this property no longer meets all those agreements. Mr. Barron said he disagrees, the agreement states general intents; it doesn't include specifics. He believes that the agreement as it is currently written can apply to this plan. Mayor Mayefskie said that in September 2022, what was presented was three buildings, including a hotel. Mr. Barron said the Economic Development agreement is not relevant at this point. It was crafted with a specific user in mind. So the hotel is not relevant. There is no hotel associated with this, and he doesn't think the Development Agreement requires a hotel, it just allows a hotel. It doesn't require retail. Mayor Mayefskie on that same plan approved in 2022, it showed a retail building. Is that going on that site? Mr. Barron said it was conceptually shown, but that is not going to happen. The plan is for a single office building. Mayor Mayefskie asked what Mr. Barron's definition of Class A office was. Mr. Barron said wholly enclosed, and indoor corridors served by an elevator.

Adam Pike, Sr. Project Manager at McAdams, gave his credentials. He said he has been involved with this plan from the beginning. He said that there were requirements for thoroughfares that were all met. Building height was met. Landscaping perimeter buffers meet the standards of the UDO along with foundation plannings. Parking is within the UDO standard. And building materials, each elevation meets minimal requirements. This site proposes a 75,000 sq ft building and the required open spaces and greenways. The intensity will not have an adverse effect on adjacent properties. He said the Development Plan provides for sufficient screening etc. for Criterion 2; For Criterion 3 he said nothing has changed since the original plan, so they are adhering to that requirement. As to Criterion 4, he said that they are activating open space in front of the building and connecting to the affordable housing with a pocket library and connectivity to the greenway. For Criterion 5 he said that the project meets the goals of Holly Springs' plans. He said in his professional opinion the project satisfies this criterion.

Scott Sallade said that he was a Senior Project Manager at McAdams and received his Bachelors from NC State nine years ago. He compared the traffic trip generation of the approved density with the proposed density and said that it was fewer trips. He said there will be increased AM trips, but decreased PM trips and they are still committed to all the traffic improvements. He said in his professional opinion it meets the criteria and should be approved.

Mr. Barron said that they believe that they have provided evidence that they meet the criteria. He asked that Council take judicial notice of the UDO, Comp Plan and other plans. Ms. Holloman's testimony makes clear that the mixed-use center does not require multiple uses on any one parcel. He said it is their testimony that taking the area as a whole, this satisfies the requirement and they request approval.

Mayor Mayefskie asked if they were using the CDC project across the street in reference to their project. Mr. Barron said there is an approved project at Anchor Creek Way that includes a mixture of market-rate residential and also retail on that site. Mayor Mayefskie asked if there was a reason he pointed that out. Mr. Barron said mixed-use covers a large area not a single parcel. He said it was relevant as the DHIC and the remainder of the mixed-use center, whether it has been built or not. In context with the larger mixed-use area, it includes all the uses. Taken together those satisfy the requirement of the mixed-use center, as it relates to the Comprehensive Plan.

Mayor Mayefskie asked Chris Hills, Director of Development Services, if that was accurate, using the example of if a parcel required a certain number of parking spaces, and didn't have them, could they count the parking of someone else's property. Mr. Hills said if you zoom out far enough, you can find mixed-use. But staff perspective is that the existing development plan achieves that. The Development Agreement says the developer "shall" provide those uses. It is important to take note of that. When they asked to reduce the scale the first time, the Town worked with them. Now they are trying to reduce it more. There is a Development Agreement and staff are trying to make sure that the project complies. This plan is not consistent with the Comp Plan Criterion 5, and it does not comply with the Development Agreement.

Larry Mann, said he was a pediatrician who had practiced in Wake County for 40 years. He enjoys his patients in Holly Springs. His office has grown and they needed more space. They need about 10,000 – 15,000 square feet and there is an opportunity in Apex and Fuquay-Varina. He loves his Holly Springs patients. He said he would like to move into this space.

Natalie Britt, Sr. VP for Real Estate at DHIC said the two projects are interrelated. Since 2020 when they teamed up with Capital Associates, they thought it would be great to team up with a commercial developer. There is a lot of rock, a lot of topography on the site. She said DHIC's project cannot go forward without a partner to cover those costs. It was designed to go together. We are ready to go and would love to have a property in Holly Springs to serve working families and seniors. She said that DHIC thinks it is a complement to the other uses in the area. The people working at the medical office building could live there, or people working for the Town. Wake County is the owner of the site,

and the plan was for affordable housing. But economics have changed since 2019, and we are trying to find a way to move this project forward.

Council member Drees asked for and received confirmation that DHIC does have development approval.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Mr. Gosney reminded Council of the five criteria they should consider when making this decision.

Council member Drees said she believes the Development Agreement marries the two properties together and the DHIC piece has been approved. But the Development Agreement isn't up to date and doesn't reflect what is before us now. She suggests tabling this until the Development Agreement is updated. Council member Hewetson said this is far from the Comp Plan and far from the Development Agreement. So she doesn't think deferral fixes anything. Council member Drees said she believes it meets mixed-use because of the residential side. Council member Hewetson said she hopes that the affordable housing can move forward. Council member Deshazor said the DHIC piece is tied to this project but is not actually tied to this amendment. They need the funding, but it is almost handcuffing Council to say, "we will do something less, so we get what we want and you get what you want." He wants to see the affordable housing. We've been asking for this since 2019. But we also have to make sure we are doing the right thing for the area. We are always being pressured to make sure we are doing things thoughtfully. He would like to see better.

Council member Forrest said he was on council when DHIC was approved and he supports that and wants to see it get off the ground. However, at this point we support thoughtful development and flexibility. DHIC is not a part of the discussion tonight. He cannot support this amendment as presented because it doesn't meet the criteria and doesn't meet the Development Agreement. It replaces a vibrant center with a single use building and a parking lot. It fails to meet Comp Plan goals, which means integrated uses. This amendment does the opposite. It replaces opportunity with parking. This amendment removes shop and play and delivers a less useful project to our residents. It does not provide the place making values. It sets a risky precedent. If we allow a developer to walk away from a signed agreement without consequence, it sets a bad precedent. We need to be sure development lives up to our comprehensive plan.

Action: Motion to adopt Resolution 25-31 to make and accept the Findings of Fact for and to deny Development Plan Major Amendment 21-DP-06-A02, stating the following facts:

Motion: Forrest
Second: Hewetson

Mr. Barron interrupted the vote to ask for a deferral to be able to take the item back to address Council's concerns, rather than seeing the case denied. Mayor Mayefskie asked for a parliamentarian ruling from the town attorney.

John Schifano, Town Attorney, said a motion has been made and seconded, but the Mayor hasn't banged the gavel, so the motion could be withdrawn. Council member Forrest can ask to withdraw his motion and ask for a motion to table.

Council member Deshazor said he would support tabling this motion so that we can give concrete details to them and they can go back and work on it. The main thing is that this is not consistent with the Development Agreement. We can give them feedback and they can go back to the plan. Mr. Schifano said it is a matter of public record that they have an approved Development Agreement that says "the project generally and initially shall consist of the development of two tracts. Tract 1 consists of approximately 11.11 acres on the western half of the property. Development of Tract 1 shall consist of one or more office buildings as well as retail facilities a hotel and parking." So that is

what you bargained for in the Development Agreement. Mr. Schifano pointed out that Mr. Barron objected to the introduction of this agreement, but you cannot talk about the DHIC tract without talking about this Development Agreement, because otherwise it is illegal contract zoning. We have permission to enter into agreements, and that is your Development Agreement. Mr. Schifano's professional opinion is that Council can table this.

Council member Forrest withdrew his motion and entered the following motion:
Action: Motion to table decision on this amendment for 60 days.
Motion: Forrest
Second: Drees
Vote: unanimous

NEW BUSINESS

20. 4016 Berman Edge Rd. Rezoning 25-REZ-03

Conor Ryan, Development Services, said this item was to consider rezoning for 4016 Berman Edge Road. This project is proceeding under the new process and the public hearing was held June 17th with the Planning Board considering the item at their June 24th meeting. He said the rezoning is a legislative decision. Because this is a minor subdivision, the next two processes, minor subdivision and building permit, would be administrative. He showed the location of the property within the Town and said that it was designated Residential Neighborhood on the Land Use and Character Plan and zoned Rural Residential. The applicant is requesting general use rezoning to Suburban Residential in order to subdivide the lot and build an additional residential structure. Each new lot would be just over half an acre. The applicant has added some voluntary conditions around setbacks and existing accessory buildings.

Elliot Blonshine, Development Services, said the site would be served by water and sewer, tying in at Martingale Drive and Utley Bluffs Drive. It is subject to the Utility Allocation Policy and is a level 2. They are increasing tree preservation and using sustainable building materials. There is sufficient allocation to support this project. He said all transportation improvements have been completed with the building of Morgan Park.

Mr. Ryan said that the proposed General Use SR District supports the vision of a residential neighborhood and will allow for the construction of context-sensitive infill housing consistent with the existing development around the project area. The project proposes a continuation of elements that are present in the adjacent development, including a 20-foot undisturbed perimeter buffer extending along Lot 17's property line adjacent to Berman Edge Road. Staff recommends approval.

Joe Cuccurullo, Planning Board Representative, said that the Planning Board recommended approval with a vote of 8 – 0, with one absence.

Council member Deshazor said that in Trotter Bluffs, the streets do not have sidewalks and are not as wide. He asked the applicant what they would do to mitigate concerns of the neighbors about construction traffic. Michael Steward, applicant, said there are homes under construction now in Morgan Park. This will add just one additional building. He said they do not see a greater impact and at the neighborhood meeting they did not receive any concerns from the neighbors.

Action: Motion to adopt Ordinance RZ25-05 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve Rezoning 25-REZ-03.
Motion: Forrest
Second: Hewetson
Vote: unanimous

21. Eagles Landing Park Building & Site Amenities Guaranteed Maximum Price Amendment-2

LeeAnn Plumer, Director of Parks and Recreation, said this item was an update on Eagles Landing Park, including recent bid prices for the building and site amenities. She reminded the public of the timeline for this bond project and reminded them of the website to follow the progress of the bond projects, and said that site construction had started, and we were now at the stage for Council approval on the Guaranteed Maximum Price 2 for the Recreation Center construction. She reminded the public of the plan for the project and said that site work is underway. Temporary erosion control measures have been constructed, mass grading of the site is complete, with finer grading to ready the site for construction of buildings and amenities happening. Onsite stormwater and wastewater junctions and lines are being installed and the connection to the water main across the street has been made and now extends under the road to the site.

Ms. Plumer said that this second GMP process would include building structures and park amenities. Last spring we discussed the price increases and Council designated some items as bid alternates. There were 41 bid packages with three separate opening dates. In all 131 bids were received. There are specialized features and services that were excluded from these bids and will be procured directly by the Town, i.e. playground equipment, artificial turf, etc. She outlined the scope of work for the base bid elements and said that the bids received allowed them to add back alternates that had been removed such as the All Wheels Skate Park beginner & intermediate bowls, street course and pump track; the perimeter greenway, lights for the sand volleyball courts, a shelter at the playground, upfit the barn for maintenance, and more seating, shade, and other improvements. The only one not added back was the fishing shelter. She outlined the construction costs and the funds available and said the GMP – 02 total would be $63,977,292.

Council member Hewetson asked what the cost of the fishing shelter that was not added back was. Ms. Plumer said it was estimated at $300,000 to $350,000. Council member Hewetson asked what the timeline was for adding it back. Ms. Plumer said we're doing work around that area to make it a stormwater facility, but it needs to be landscaped before it is an attractive area. She estimated two to three years.

Council expressed appreciation for the hard work staff has done.

Action 1: Motion to approve the Guaranteed Maximum Price Amendment 02 from Blum for the total amount of $63,977,292 for the Eagles Landing Park buildings and site amenities.

Motion: Hewetson
Second: Drees
Vote: unanimous

Action 2: Motion to authorize the Town Manager to enter into service and purchasing contracts for specialized equipment, materials, and services for the construction of Eagles Landing Park within scope, budget, and purchasing requirements.

Motion: Hewetson
Second: Forrest
Vote: unanimous

22. Resolution in Support of House Bill 352

Mayor Mayefskie introduced a Resolution in Support of House Bill 352 to amend bidding requirements for municipalities relating to construction of water and sewage systems or facilities. He explained why this was a beneficial bill for the Town and how it would reduce costs to taxpayers and still prevent contractors from colluding. This bill was approved by the House and now goes to the Senate. Any water or sewer project over $10 million, would require only 2 bids because it is difficult to get 3 qualified bidders, and projects have to be rebid. Contractors take that rebid as an indication that the project is difficult and they increase their bids. Rebidding adds time, which adds costs. We want to

show the Senate why this is important, hoping that the Senate will support us and understand why this is good for the taxpayers.

John Schifano, Town Attorney, outlined the proposed resolution. He said Rep. Paré proposed that we send this resolution to the Senate. This is a state-wide problem, and it received bi-partisan support in the House.

Action: Motion to adopt Resolution 25-34 in Support of House Bill 352.
Motion: Forrest
Second: Hewetson
Vote: unanimous

Public Comment: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council.
The following public comments were received in writing: a request for a Rainbow Bridge on a future town greenway from Sue Hill.

The following public comments were received in person:

Thomas Pindur was called but had left the meeting.

OTHER BUSINESS

Council member Drees said the Tree Advisory Committee met last night. The Street Tree Grant Application will open Aug 25th and the process has been streamlined, including an HOA bulk application. There will also be a limited number of new street trees in addition to replacement trees. Council member Deshazor asked how the decisions were weighed if there were more applications than trees. Council member Drees said in the last couple of years they have not used all the funding. Council member Hewetson said in previous years it was first-come first-served, no weighing. Council member Deshazor wants to make sure HOA's don't prevent individual residents from getting trees. Council member Forrest said that was a great point and he would like to hear back from staff.

Council member Deshazor thanked staff, specifically Communications & Marketing and Administration because Google Fiber digging has been an issue. We put something on the website about public easements because people don't understand about utility easements. He appreciates staff working with them. He wants to report that Google sent someone back to his residence to discuss the issue of the contractor using his water and digging in his yard, so if you are dealing with them place a request with Google and they will contact you. They have been responsive. We have requested that they do a better job communicating in advance and be more specific about what they are doing. Scott Chase, Assistant Town Manager said we have a group of Google representatives here in town and he said he recommends that you go through their numbers/website.

Council member Hewetson gave a nod to the July 5th celebration. The event was wonderful despite the weather. She thanked staff and Parks and Rec.

Council member Forrest agreed that it was a great celebration. The heat wasn't that bad and the ice cream was good. He asked that the Team be congratulated. Secondly, heat is becoming an issue with residents. We have offered some cooling stations and he would like those to be published again so residents know where they are.

Mayor Mayefskie said we have asked about having the Arts Council doing something on the side of the building that used to be the Town Hall Annex. He asked that on the Friday Briefing that be brought back to Council.

MANAGER'S REPORT

Scott Chase, Assistant Town Manager, said July is Parks and Recreation Month and there are several events coming up including a free movie – Guardians of the Galaxy – and star gazing at Sugg Farm. Development Services will be at the Farmers Market Saturday seeking engagement on the Comprehensive Plan updates. It is anticipated they will provide an update at the September workshop.

CLOSED SESSION: none.

Adjournment: Council member Deshazor made a motion to adjourn at 9:28 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully submitted on Tuesday, August 19, 2025.

Linda C. McKinney

Linda C. McKinney, Town Clerk

Addenda pages as referenced in these minutes follow and are a part of the official record.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda
Title: North Carolina Cooperative Liquid Assets Securities System (NC CLASS) Investment Program Participation
Strategic Priority Area: Organizational Excellence
Staff Resource: Tina Stroupe, Finance

Action(s):
Approve Resolution 25-33 Authorizing the Town to Participate in the North Carolina Cooperative Liquid Assets Securities System and Invest Town Funds to Pool for Investment.

Explanation:

- The North Carolina Cooperative Liquid Assets Securities System (NC CLASS) is an investment pool established in accordance with NC law permitting local government units to pool idle funds in order to invest and earn interest in accordance with NCGS 159-30 and other laws of North Carolina governing the investment of monies of a local government.
- Staff recommends this investment pool as an additional investment option in the Town's Investment Program for continued diversification of Town funds in an effort to maximize interest earnings.
- Staff recommends an initial investment of $3 million to $5 million, which is 5%-7% of our current investment portfolio with NC Capital Management Trust (NCCMT) and MBS Securities. This initial amount is a minimum to establish a new relationship with an investment partner to ensure that the relationship is beneficial to both parties.
- The investment expands the town's portfolio and is a step closer to the town's policy of diversification to mitigate risk of loss as a result of over-concentration of securities to a specific issuer, class of securities or maturity sector.

Background:

- The Town currently holds investment accounts with The North Carolina Capital Management Trust (NCCMT), very similar to NC CLASS, but with a smaller range of investment options. Both NC CLASS and NCCMT offer safe and liquid investment options while focusing on the preservation of capital.
- Participation in both NCCMT and NC CLASS will afford the Town the opportunity to diversify investments and maximize interest earnings on idle cash not typically recognized with standard bank accounts.
- NC CLASS, an investment pool organized in 2023, is a convenient and professionally managed option for the Town to invest short-term funds, prioritizes safety, liquidity, and provides diversification and competitive returns while adhering to North Carolina regulations and benefiting from the oversight of a peer-based board.

- A pooled, or commingled, fund is an investment vehicle that combines money from multiple participants to create a larger, single fund to create economies of scale, provide competitive returns and reduce costs associated with investment management as well as allow more diversification of portfolios.
- NC CLASS's Board of Trustees consists of public finance professionals who represent NC local government units and provide their knowledge and expertise to oversee and manage the investments made on behalf of the participants of NC CLASS. Day to day operations are handled by professional investment managers.
- Funds of participants are invested in high-grade, short-term fixed income instruments with the goal of providing a program with the objectives:
    - Safety - the primary objective of NC CLASS is the safety of public funds
    - Liquidity - participants can access funds on any business day
    - Competitive - Yields-dividends are applied daily, offering compound earnings and maximizing the funds invested
    - Legality - investments are limited to those permitted under NCGS 159-30
- NC CLASS also offers the convenience and flexibility to make cash management simple and efficient for their participants.
- NC CLASS has been rated AAAm by S&P Global; This is the highest money market rating award based on factors including credit quality, market price exposure, and management
- NC CLASS is audited annually by an independent auditing firm.

Funding Source(s):

N/A

Attachment(s):

1. Resolution 25-33 Participate in NC CLASS
2. North-Carolina-CLASS-Interlocal-Agreement
3. NC CLASS Features and Benefits
4. North_Carolina_CLASS_Participation_Packet
5. North-Carolina-CLASS-Indenture-of-Trust

Resolution No. 25-33
Date Adopted: July 15, 2025
Effective Date:

RESOLUTION TO PARTICIPATE IN NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS

A resolution authorizing the Town of Holly Springs, North Carolina (the "Town") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

WHEREAS, the Town desires to become a party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Town Council (the "Governing Body") of the Town as follows:

1. The Governing Body hereby approves the Town becoming a party to the Interlocal Agreement and its participation in the Trust, which is governed by the Indenture.

2. The Governing Body authorizes the execution and delivery of a joinder agreement to Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions as may be approved by the Town's Finance Director (the "Finance Officer").

The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Finance Officer.

3. The Finance Officer is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the Town in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the Town's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the Town.

4. The Governing Body hereby approves the Finance Officer to serve as the Town's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the Town's idle funds.

The undersigned hereby certifies that the Town Council has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

Authorized Signature	Title
Printed Name	Date

INTERLOCAL AGREEMENT

DATED MARCH 1, 2023

BY AND AMONG

TOWN OF HOPE MILLS, NORTH CAROLINA,

LINCOLN COUNTY, NORTH CAROLINA,

CITY OF NEW BERN, NORTH CAROLINA,

CITY OF ROCKY MOUNT, NORTH CAROLINA, AND

GASTON COUNTY, NORTH CAROLINA

For the Establishment of a
Commingled Investment Pool
Entitled:

North Carolina Cooperative Liquid Assets Securities System
(North Carolina CLASS)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is dated as of the 1st day of March, 2023 (the "Agreement"), and is by and among **TOWN OF HOPE MILLS, NORTH CAROLINA** ("Town of Hope Mills"), a local government and body politic and corporate of the State of North Carolina, **LINCOLN COUNTY, NORTH CAROLINA** ("Lincoln County"), a local government and body politic and corporate of the State of North Carolina, **CITY OF NEW BERN, NORTH CAROLINA** ("City of New Bern"), a local government and body politic and corporate of the State of North Carolina, **CITY OF ROCKY MOUNT, NORTH CAROLINA** ("City of Rocky Mount"), a local government and body politic and corporate of the State of North Carolina, and **GASTON COUNTY, NORTH CAROLINA** ("Gaston County"), a local government and body politic and corporate of the State of North Carolina (hereinafter, individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended or successor statute ("N.C. Gen. Stat."), enable any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30 governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, the Parties are executing this Agreement for the purpose of creating a Local Government Investment Pool, known as the "North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS)" (the "Trust"), solely for North Carolina Local Government Units, and the initial Parties to this Agreement will be the initial Local Government Units of the Trust (the "Initial Local Government Units");

WHEREAS, the Trust will be governed by the terms of an Indenture of Trust (the "Indenture"), in a form consistent with the form attached as Exhibit A hereto, executed by the Parties, which will provide for the deposit and investment of pooled funds in only Permitted Investments;

WHEREAS, the Initial Local Government Units anticipate that other Local Government Units may become participants in the Trust ("Participants") in the future by amendment or joinder to this Agreement and the Indenture as set forth in this Agreement and the Indenture; and

WHEREAS, pursuant to Articles 3, 12 and 20 of Chapter 160A of the North Carolina General Statutes, the Parties are authorized to enter into this Agreement.

NOW THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth herein, the Parties agree as follows:

ARTICLE I
PURPOSE AND LOCAL GOVERNMENT INVESTMENT POOL ESTABLISHED

1.01 Purpose. The purpose of this Agreement is to establish the Trust for the benefit of the Parties, a commingled investment pool limited to qualifying investments under N.C. Gen. Stat. § 159-30(c) governing the investment of monies of a Local Government Unit. The Parties agree that the Trust will be maintained pursuant to the provisions of the Indenture, substantially in the form of Indenture attached hereto as Exhibit A.

1.02 Local Government Investment Pool Established.

A. The Parties, through this Agreement and the Indenture, establish a joint agency empowered by the Board (as defined herein) under the Indenture to provide a trust fund in accordance with North Carolina law permitting Local Government Units, each of which must be a Local Government Unit of the State of North Carolina, to pool monies available from idle funds, which are not immediately required to be disbursed, with the same such monies held by other Local Government Units, in order to invest them and earn interest in accordance with, and as permitted by, the provisions of N.C. Gen. Stat. § 159-30 governing the investment of monies of a Local Government Unit.

B. After the initial execution of this Agreement and the Indenture, additional Local Government Units may become Participants in the Trust so long as Local Government Units comply with the provisions of this Agreement and the Indenture to become a Participant in the Trust, including but not limited to approval of the Local Government Unit's participation in the Trust by its governing body in accordance with Section 1.03 hereof and the execution and delivery of an amendment or joinder to this Agreement and the Indenture.

C. The structure, administration, management and operation of the Trust shall be governed by the terms of the Indenture and the bylaws of the Trust attached hereto as Exhibit B, as such bylaws may be amended from time to time in accordance with their terms and the terms of the Indenture (the "Bylaws").

D. The Trust shall be governed by a Board of Trustees (the "Board"), appointed in accordance with the Bylaws, and operating in accordance with the Bylaws and the Indenture.

E. Pursuant to the Indenture and the Bylaws, the Board shall be responsible for the operation of the Trust and for the investment of the assets of the Trust, and has the power to appoint, employ, retain, or contract with investment advisors, administrators, distributors, custodians and independent contractors to perform designated functions under the supervision of the Board. The Indenture will provide for the manner in which the charges and expenses that are necessary or incidental to the management and operation of the Trust shall be paid.

F. The Parties have not established a minimum contribution to the Local Government Investment Pool or a minimum obligation with regard to participation in the Local Government Investment Pool; provided that, from time to time, the Board may by resolution establish such minimums.

G. The manner in which ownership of property and assets of the Trust is allocated among the Participants and the manner in which property and assets are valued shall be set forth in the Indenture. The Trust will be divided into non-transferable units called Shares without par value. Title to the assets of the Trust is vested in the Board on behalf of the Participants, each of which has a beneficial interest in its allocable share of such assets.

H. Any Party may resign or withdraw from the Indenture and this Agreement pursuant to the terms of the Indenture and this Agreement, respectively, with no further responsibility or obligation to any other Party.

I. Each Parties' finance officer is responsible for the continued management, supervision and investment of the idle funds on behalf of such Party and as such will be the Authorized Representative of such Party under the Indenture. The finance officers of the respective Parties shall independently determine whether to invest or withdraw the funds of their respective Local Government Units in accordance with, and as permitted by, that Party's investment policies, if any, and the provisions of the N.C. Gen. Stat. § 159-30 governing the investment of monies of a Local Government Unit. The Parties authorize their respective finance officers to execute such documents necessary to effect the spirit and intent of this Agreement according to their statutory powers and internal investment policies, if any, including, but not limited to, the execution of the Indenture.

1.03 Joinder. In the event a Local Government Unit desires to become a party to this Agreement and to invest idle cash in the Local Government Investment Pool, such Local Government Unit must deliver to the Administrator the following:

A. Evidence that the governing body of the Local Government Unit has adopted an authorizing resolution approving the Local Government Unit's (i) participation in the Trust, (ii) execution and delivery of an amendment or joinder to this Agreement and (iii) approval of the terms of the Indenture;

B. An original executed copy of the amendment or joinder to this Agreement; and

C. Execution and delivery of all forms deemed necessary by the Administrator.

All existing Parties shall execute an amendment to this Agreement in accordance with Section 2.02 for the purposes of adding such Local Government Unit into the Trust. Following such joinder, the term "Party" as used in this Agreement shall include such additional Local Government Unit.

ARTICLE II
TERM, AMENDMENT, AND TERMINATION

2.01 Term. This Agreement commences on the date of its execution by the initial Parties and shall continue until terminated as provided in Section 2.04 below ("Term").

2.02 Amendments.

A. This Agreement may not be amended, changed, modified or altered without the written consent of the Parties.

B. Any Party may propose an amendment to this Agreement by submitting the proposed amendment and the reasons for the proposed amendment in writing to the other Parties in accordance with the notice provisions in Section 2.05 below. If the Parties agree to the proposed amendment, a written amendment to this Agreement shall be distributed to the Parties and executed.

C. The Parties may enter into amendments (i) in order to add an additional Local Government Unit to the Local Government Investment Pool or (ii) which do not have financial implications for any Party, in either case with the approval of and execution by their respective Authorized Representative (as defined in the Indenture). All other amendments shall require approval by the governing boards of each Party.

D. Unless otherwise provided in such amendment, an amendment to this Agreement shall become effective upon its execution by all of the Parties.

E. Notwithstanding the above, no amendment to the Agreement shall be entered into that is inconsistent with the terms of the Indenture.

2.03 No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

2.04 Withdrawal; Termination. Any Party may withdraw from this Agreement and terminate its involvement in the Trust for any reason, or for no reason, by notifying the other Parties in writing in accordance with the notice provisions in Section 2.05 below, and withdrawing as a Participant in the Trust in accordance with the provisions of the Indenture. So long as there are at least two Parties remaining, this Agreement shall remain in effect.

2.05 Notice. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Town of Hope Mills:	Town of Hope Mills, North Carolina 5770 Rockfish Road Hope Mills, NC 28348 Attention: Finance Director
For Lincoln County:	Lincoln County, North Carolina PO Box 738 Lincolnton, North Carolina 28093 Attention: Finance Director
For City of New Bern:	City of New Bern, North Carolina 300 Pollock Street PO Box 1129 New Bern, NC 28563 Attention: Finance Director
With a copy to	City of New Bern, North Carolina 300 Pollock Street PO Box 1129 New Bern, NC 28563 Attention: City Manager
For City of Rocky Mount:	City of Rocky Mount, North Carolina City Hall 331 S. Franklin St. Rocky Mount, NC 27804 Attention: Chief Internal Auditor & Finance Director

For Gaston County:	Gaston County, North Carolina 128 West Main Avenue Gastonia, NC 28053 Attention: Finance Director
With a copy to	Gaston County, North Carolina P.O. Box 1578 Gastonia, NC 28053 Attention: Finance Director

Such notices may be given by electronic means, including e-mail or secure electronic transmission containing applicable, so long as the receiving party acknowledges receipt of such notice in like manner.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARTIES

3.01 Representations and Warranties. Each Party hereby represents, covenants and warrants for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and the Indenture (the "Investment Pool Documents") and to carry out the transactions contemplated by the Investment Pool Documents, and the Investment Pool Documents have been duly authorized by resolution approved by its governing body. This Agreement is a valid and binding obligation of such Party and upon the execution and delivery of the Indenture, the Indenture will be a valid and binding obligation of such Party.

B. Each Party has authorized the finance officer to act as the Authorized Representative of such Party, and such finance officer shall remain responsible for the management, supervision and investment of the Party's idle funds.

C. Neither the execution and delivery of the Investment Pool Documents, nor the fulfillment of or compliance with their terms and conditions, nor the consummation of the transactions contemplated by the Investment Pool Documents, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is now a party or by which it is bound, or constitutes a default under any of the foregoing.

D. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver the Investment Pool Documents or to comply with its obligations under the Investment Pool Documents. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE IV
OTHER PROVISIONS

4.01 Related Documents. The Parties acknowledge that the Indenture and Bylaws must be finalized and the Indenture shall be executed and the Bylaws adopted by the Board as soon as reasonably possible and in no event later than the creation of the Trust.

4.02 Entire Agreement. The terms and provisions contained herein, together with the Indenture and the Bylaws, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

4.03 Assignment. No Party may sell or assign any interest in or obligation under this Agreement.

4.04 Governing Law; Venue.

A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. All references to particular statutes shall mean as amended or replaced from time to time.

B. Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Agreement shall lie in a court of competent jurisdiction in the State of North Carolina.

4.05 Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

4.06 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

4.07 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

4.08 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf' (portable document format) or other replicating image attached to an e-

mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

4.09 Electronic Version of Agreement. Any Party may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

4.10 Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

4.11 Headings. Any headings preceding the text of the several articles and sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

4.12 Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

4.13 Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

{Signature Page Follows}

EXHIBIT A

Form of Indenture of Trust

North Carolina Cooperative Liquid Assets Securities System
(North Carolina CLASS)

Indenture of Trust

(Dated and Effective as of March 1, 2023)

TABLE OF CONTENTS

Page

ARTICLE I THE TRUST 2

1.1 Name 2
1.2 Purpose; Participant Requirements 2
1.3 Contributions 2
1.4 Location 2
1.5 Nature of Trust 3
1.6 Definitions 3

ARTICLE II THE PARTICIPANTS 5

2.1 General Powers 5
2.2 Exercise of Participants' Rights 5
2.3 Voting 5
2.4 Participant Right to Require a Vote of the Board 5
2.5 Inspection of Records 6
2.6 Meetings of the Participants 6
2.7 Notice to Participants 6
2.8 Proxies 6
2.9 Record Date of Meetings and Votes 7
2.10 Number of Votes 7

ARTICLE III THE BOARD OF TRUSTEES 7

3.1 General Powers 7
3.2 Annual Report 8
3.3 Other Reports 8
3.4 Legal Title 8
3.5 Execution of Documents 8
3.6 Delegation; Committees, Bylaws; Policies; Procedures 8
3.7 Fiscal Year; Accounts 9
3.8 Payment of Expenses 9
3.9 Payment of Taxes 9
3.10 Insurance 9
3.11 Power to Contract, Appoint, Retain, and Employ 10
3.12 Seal 10
3.13 Information Statements 10
3.14 Trustees; Signatory Public Agencies and Participants 11
3.15 Further Powers 11

ARTICLE IV ADMINISTRATOR 11

4.1 Appointment 11
4.2 Duties of the Administrator 11
4.3 Termination 11
4.4 Successors 11

ARTICLE V CUSTODIAN 12

5.1 Appointment 12
5.2 Duties of the Custodian 12
5.3 Termination 12
5.4 Successors 12

ARTICLE VI INVESTMENT ADVISOR 12

TABLE OF CONTENTS
(continued)

Page

6.1 Appointment 12
6.2 Duties of the Investment Advisor 12
6.3 Termination 12
6.4 Funds 12
6.5 Individualized Subaccounts 13
6.6 Successors 13

ARTICLE VII INVESTMENTS 13

7.1 Statement of Investment Objective 13
7.2 Restrictions Fundamental to the Trust 13
7.3 Permitted Investments 14
7.4 Disposition of Assets 14
7.5 Collection 14
7.6 Deposits 15
7.7 Valuation 15
7.8 Amendment of Restrictions 15

ARTICLE VIII LIMITATIONS OF LIABILITY 15

8.1 Liability to the Trust or to the Participants 15
8.2 Indemnification 16
8.3 Surety Bonds 16
8.4 Recitals 16
8.5 Reliance on Experts 16

ARTICLE IX INTERESTS OF PARTICIPANTS 17

9.1 General 17
9.2 Allocation of Shares 17
9.3 Evidence of Share Allocation 17
9.4 Redemption to Maintain Constant Net Asset Value for Constant Net Asset Value Funds 17
9.5 Redemptions 18
9.6 Suspension of Redemption; Postponement of Payment 18
9.7 Minimum Redemption 18
9.8 Defective Redemption Requests 18

ARTICLE X RECORD OF SHARES 19

10.1 Share Records 19
10.2 Maintenance of Records 19
10.3 Owner of Record 19
10.4 No Transfer of Shares 19
10.5 Limitation of Responsibility 19
10.6 Notices 19

ARTICLE XI TRUSTEES AND OFFICERS 20

11.1 Number and Qualification 20
11.2 Term 20
11.3 Resignation and Removal 20
11.4 Officers 20
11.5 Meetings 20

TABLE OF CONTENTS
(continued)

Page

ARTICLE XII DETERMINATION OF NET ASSET VALUE AND NET INCOME 20

12.1 Net Asset Value 20
12.2 Constant Net Asset Value; Reduction of Allocated Shares 20
12.3 Retained Reserves 21

ARTICLE XIII RECORDING OF INDENTURE 21

13.1 Recording 21

ARTICLE XIV AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST 21

14.1 Amendment to Indenture or Permitted Investments List; Termination 21
14.2 Distribution upon Termination 22
14.3 Duration 22

ARTICLE XV MISCELLANEOUS 23

15.1 Governing Law; Venue 23
15.2 Electronic Signatures 23
15.3 Section Headings 23
15.4 Counterparts 23
15.5 Reliance by Third Parties 23
15.6 Provisions in Conflict with Law 24
15.7 Adoption by Local Government Units; Written Investment Policies of Participants; Resignation and Withdrawal of Participants 24

A NORTH CAROLINA STATUTORY TRUST
INDENTURE OF TRUST

WITNESSETH:

WHEREAS, the provisions of Section 159-30(c)(10) of Article 3 of Chapter 159 of the General Statutes of North Carolina, as amended and as may be further amended from time to time ("N.C.G.S.") entitled "The Local Government Budget and Fiscal Control Act" (the "Act") authorize any local government or public authority of the State of North Carolina (as each such term is defined in the Act) (a "Local Government Unit") to invest moneys in a commingled investment pool established by interlocal agreement pursuant to N.C.G.S. Chapter 160A, Article 20 (an "Investment Pool") if the investments of the Investment Pool are limited to those qualifying for investment under N.C.G.S. Section 159-30 governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, it is the intent of the Local Government Units that are a signatory hereto (the "Signatory Local Government Units") to create an investment pool, known as the North Carolina Cooperative Liquid Assets Securities System as a statutory trust created by interlocal agreement (the "Trust"), solely for North Carolina Local Government Units, and that this Indenture of Trust (the "Indenture") shall serve as the agreement for such purpose;

WHEREAS, it is the intent and purpose of this Indenture to provide for the investment and deposit of pooled funds by the Signatory Local Government Units only in Permitted Investments;

WHEREAS, each of the Signatory Local Government Units has determined that establishment of and participation in the Trust serves a governmental purpose for such Signatory Local Government Unit, including, but not limited to, providing for the investment and deposit of their idle funds subject to the limitations of the Act, and by entering into the Interlocal Agreement, the Signatory Local Government Units are able to take advantage of pooling their investments with other Local Government Units to increase the investments available to the Trust and to lower costs associated with the investment of their funds;

WHEREAS, under the authority of resolutions duly adopted by their respective governing bodies, the Signatory Local Government Units have entered into an Interlocal Agreement dated March 1, 2023 (the "Interlocal Agreement") pursuant to N.C.G.S. Chapter 160A, Article 20 in which the Signatory Local Government Units have agreed to create the Trust as an investment pool pursuant to this Indenture, which action serves a governmental purpose for such Local Government Units;

WHEREAS, each of the Signatory Local Government Units has undertaken all official action necessary and appropriate to become a party to the Interlocal Agreement and this Indenture for the purpose of establishing and participating in the Trust;

WHEREAS, the beneficial interests in the assets of the Trust funds created pursuant to the provisions of this Indenture shall be divided into non-transferable Shares;

WHEREAS, the Signatory Local Government Units anticipate that other Local Government Units may wish to become Participants by becoming parties to the Interlocal Agreement, approving this Indenture and becoming a party hereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise, and agree for themselves, their respective representatives, successors, and assigns that all moneys, assets, securities, funds, and property now or hereafter acquired by the Trustees, their

successors and assigns under this Indenture shall be held and managed in trust for the equal and proportionate benefit of the Participants of record from time to time of Shares of beneficial interests herein, without privilege, priority, or distinction among such holders, and subject to the terms, covenants, conditions, purpose, and provisions hereof.

ARTICLE I
THE TRUST

1.1 Name. Pursuant to the terms of this Indenture, a North Carolina trust is hereby established and the name of the trust shall be North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS). The Board shall conduct the Trust's activities, execute all documents, and sue or be sued under that name. The Board may use such other designations, including "North Carolina CLASS," or "NCCLASS," and may adopt such other name or names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as it, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the State of North Carolina or the United States of America so as to protect and reserve the right of the Trust in and to such names.

1.2 Purpose; Participant Requirements.

(a) The purpose of the Trust is to provide a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting Local Government Units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 governing the investment of monies of a Local Government Unit.

(b) Only those Local Government Units that have adopted this Indenture, have executed and delivered an interlocal agreement with the other Local Government Units pursuant to § 160A-460 through 160A-464 of the General Statutes of North Carolina, as amended, and have complied with the provisions hereof are Participants.

(c) Each Local Government Unit taking all official action necessary to become a party to the Interlocal Agreement and this Indenture and executing the Interlocal Agreement and this Indenture, and otherwise complying with the provisions hereof, shall become a Participant upon depositing into the Trust the minimum total investment as that amount is established, from time to time, by the Board.

1.3 Contributions.

(a) The Board will hold in the Trust all such funds contributed by Participants for investment by the Board. No Participant will be required to appropriate funds or to levy taxes for investment in the Trust.

(b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Indenture. The Trustees accept the Trust and agree to perform the duties, responsibilities and obligations under this Indenture allocated to them as fiduciaries.

1.4 Location. The Trust shall maintain an office of record in the State of North Carolina that shall be the repository for the primary records of the Trust and may maintain such other offices or places of business as the Board may from time to time determine. The office of record may be changed from time

to time by resolution of the Board and notice of such change of the office of record shall be given to each Participant.

1.5 Nature of Trust.

(a) The Trust shall be a trust organized and existing under the laws of the State of North Carolina. The Participants shall be beneficiaries of the Trust, and their relationship to the Trust shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) The Indenture is an agreement of indefinite term regarding deposit, redeposit, investment, reinvestment, and withdrawal of local government funds in accordance with the Local Government Finance Act and other laws of the State of North Carolina.

(c) The Board may authorize the creation of one or more different portfolios, including portfolios that do not seek to maintain a stable net asset value, provided that each such portfolio shall conform in all respects to the requirements of this Indenture.

(d) The Board may authorize the use of the names North Carolina CLASS and NCCLASS in conjunction with other products and services that provide investment, financial, or other cash management services to Local Government Units.

(e) Pursuant to Section 115 of the Code, the Trust is intended to be exempt from income tax. The Trustees shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Code.

(f) This Indenture shall be construed and the Trust operated in a manner consistent with the intention that the Trust is to be exempt from income tax.

(g) The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. In the furtherance of their duties under this Indenture, the Trustees may rely on an opinion of independent counsel that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust.

1.6 Definitions. As used in this Indenture, the following terms shall have the following meanings:

"Additional Funds" shall have the meaning set forth in Section 6.4 herein.

"Administrative Agreement" shall mean the agreement between the Board on behalf of the Trust and the Administrator.

"Administrator" shall mean the person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article IV hereof.

"Authorized Representative" shall mean the finance officer of each Participant. Such Authorized Representative shall be the legal representative to act for and on behalf of each Participant.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in Raleigh, North Carolina, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Board" shall mean the Board of Trustees as designated by the Signatory Local Government Units to administer and supervise the affairs of the Trust and such new or successor Trustees as shall be appointed as provided in Bylaws.

"Bylaws" shall mean the bylaws of the Trust as may be amended from time to time.

"Constant Net Asset Value Funds" means the Prime Fund and any Additional Funds that maintain a constant net asset value per Share.

"Custodian" shall mean any person or persons appointed, employed, or contracted with by the Investment Advisor on behalf of the Trust pursuant to Article V hereof.

"Custodian Agreement" shall mean the agreement between the Board on behalf of the Trust and the Custodian.

"Funds" shall have the meaning set forth in Section 6.4 herein

"Indenture" shall mean this Indenture of Trust as may be amended from time to time.

"Information Statement" shall mean an information statement or other descriptive document adopted as such by the Board from time to time and distributed to Participants and potential Participants.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article VI hereof and shall include any authorized representative of the Investment Advisor.

"Investment Advisor Agreement" shall mean the agreement between the Board on behalf of the Trust and the Investment Advisor.

"Investment Policy" shall mean the investment policy established by the Board pursuant to Section 7.1 herein.

"Local Government" has the meaning set forth in the recitals.

"Local Government Unit(s)" has the meaning set forth in the recitals.

"N.C.G.S." means North Carolina General Statutes, as amended from time to time.

"Participants" shall mean the Local Government Units that are the Signatory Local Government Units as of the date this Indenture and any other Local Government Unit that becomes a participant in the Trust by the execution and delivery of an amendment or joinder to the Interlocal Agreement and complying with the other requirements of the Interlocal Agreement.

"Permitted Investments" has the meaning set forth in the recitals.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks,

trust companies, land trust, business trust, or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"Prime Fund" shall have the meaning set forth in Section 6.4 herein.

"Public Body" has the meaning set forth in the recitals.

"Responsible Person" shall mean a person listed on the United States Treasury Department List of Primary Dealers or any equivalent successor to such list, or a savings and loan or a bank that is organized and existing under the laws of the United States of America or any state thereof and that has assets in excess of $500 million.

"Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Trust Property as described in Article IX.

"Signatory Local Government Unit" has the meaning set forth in the recitals.

"Trust" shall mean the trust created by this Indenture.

"Trust Property" shall mean, as of any particular time, any and all moneys, properties, rights, or otherwise, tangible or intangible, that is transferred, conveyed, or paid to the Trust and all income, profits, and gains therefrom and which, at such time, is owned or held by, or for the account of, the Trust.

"Trustee" shall mean any member of the Board.

ARTICLE II
THE PARTICIPANTS

2.1 **General Powers**. Subject to the provisions of this Indenture, the Participants shall have full, exclusive, and absolute power of supervision over the Trust and the affairs of the Trust.

2.2 **Exercise of Participants' Rights**. All rights of the Participants as set forth in this Indenture shall be exercised by their respective Authorized Representative. Wherever in this Indenture action is required by or permitted by a Participant, such action shall be taken by the Authorized Representative on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Authorized Representative. Each Participant's Authorized Representative shall be responsible for the management, supervision and investment of such Participant's idle funds invested in the Trust.

2.3 **Voting**. Each Participant, through its Authorized Representative, shall be entitled to one vote as a matter of right with respect to the following matters:

(a) Amendment of this Indenture;

(b) Termination of the Trust; and

(c) Reorganization of the Trust.

It shall not be necessary for any minimum number of Shares other than one to be allocated to a Participant for the Participant to be entitled to vote.

2.4 **Participant Right to Require a Vote of the Board**. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten

percent of the Participants, have the right to require a vote by the Board related to questions or consideration of such matters as determined by such Participants. Within 90 days of receipt of such instrument(s) or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument(s) and be required to take action on the matter.

2.5 Inspection of Records. The records of the Trust shall be open to inspection by Participants at all reasonable times, provided that five (5) days written notice thereof is given to each of the Trustees.

2.6 Meetings of the Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Board and shall be called upon written request of the lesser of 25 or ten percent of the Authorized Representatives. Such request shall specify the purpose(s) for which such meeting is to be called. Any such meeting shall be held within the State of North Carolina at such place, on such day and at such time as the Board shall designate, provided that a meeting requested by the Authorized Representatives shall be held within 60 days of such request or on such other date contained in the request but not less than 30 days from the date of the request.

(b) A majority of the Authorized Representatives entitled to vote shall constitute a quorum. An Authorized Representative may vote in person or by proxy (to the extent permitted by law). Any Authorized Representative may attend by conference telephone or similar communication equipment if all persons participating are able to communicate with each other.

(c) All meetings of Participants shall comply with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Section 143-33C.

2.7 Notice to Participants.

(a) Any notice required to be given to the Participants including notice of all meetings of the Participants shall be given by delivering by mail or electronically the notice to the Authorized Representative of each Participant at the address shown in the records of the Trust.

(b) In the case of a meeting of the Participants any notice shall be delivered at least 20 days before the meeting. The notice shall state the time, place, and purposes of the meeting. Only business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice.

(c) The Board may authorize the Administrator to maintain a website with respect to the Trust. Notices required to be given to the Participants may be posted to such website; provided, however, the Administrator shall post all notices to the website to the extent such notices are required to be posted on the website by applicable law, including, without limitation, with N.C.G.S. Section 143-33C.

(d) All notices to Participant shall comply with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Section 143-33C.

2.8 Proxies.

(a) At any meeting of the Participants, any Authorized Representative entitled to vote may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Trust or with such other officer or agent of the Trust as the Secretary of the Trust may direct. Pursuant to a resolution of a majority of the Board, proxies may be solicited in the name

of one or more of the officers of the Trust. All proxies shall be revocable at the option of the Authorized Representative at any time prior to the vote.

(b) A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless another Participant challenges the validity of such proxy at or prior to the vote. The burden of proving invalidity of a proxy shall rest on the challenger. Those Participants not involved in the challenge shall determine any such challenge, and their decision shall be final.

2.9 Record Date of Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or for the purpose of any other action, the Board may fix a date no more than 30 days prior to the date of any meeting or vote of the Participants or other action as a record date for delivering notice to the Participants. No Participant shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, unless it has a minimum of one Share allocated to it as of the record date. Any Participant becoming such prior to the meeting shall be entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote and to be treated as a Participant for all purposes.

2.10 Number of Votes. Only Participants of record shall be entitled to vote, and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it. The approval of at least a majority of those voting shall be sufficient to approve any action at a meeting of the Participants except as provided in Sections 7.8 and 14.1.

ARTICLE III
THE BOARD OF TRUSTEES

3.1 General Powers.

(a) Subject to the rights of the Participants as provided herein, the Board shall have the authority over the Trust Property and the affairs of the Trust in order to administer the operation of the Trust, subject to the requirements, restrictions and provisions of this Indenture, including the power to delegate such functions of administration pursuant to Section 3.9 hereof. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture, as are necessary and proper for the administration of the Trust and the investment of the Trust Property. as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to the Trustees by this Indenture. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court. The Board shall invest the assets of the Trust with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation, but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

(b) As set forth in Section 1.3 herein, Participants are not required to appropriate funds or to levy taxes for investment in the Trust. Further, Trustees shall neither have the right nor the obligation to require or collect contributions from the Participants or to enforce or attempt to enforce any agreement that may attempt to require contributions to the Trust. The Trustees shall be accountable only for transfers and contributions made to the Trust in accordance with the terms of this Indenture.

3.2 Annual Report. The Board shall cause to be prepared at least annually:

(a) A report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with United States generally accepted accounting principles;

(b) An opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with United States generally accepted auditing standards;

(c) Sufficient information to establish compliance with the investment policy established in this Indenture; and

(d) Such other information as may be required by N.C.G.S. or by rules and regulations promulgated thereunder.

The Board shall cause copies of the annual report, together with the most recent Information Statement, to be delivered to all Participants of record within five Business Days from the receipt thereof.

3.3 Other Reports. The Board may also furnish to the Participants additional reports of operations and such other information as the Board may determine or as may be required by North Carolina law or by rules and regulations promulgated thereunder.

3.4 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners; provided, however, the Trustees may cause legal title to all or a portion of the Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, disqualification pursuant to the terms of this Indenture, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

3.5 Execution of Documents. All documents or instruments that require a signature shall be signed by the Chair or by such other person as so designated by resolution of the Board. The Board may authorize the use of facsimile, electronic or other legal signatures.

3.6 Delegation; Committees, Bylaws; Policies; Procedures. The Board shall have full and complete power to delegate, from time to time, to one or more Trustees (who may be designated as constituting a committee of the Board) or to officers, employees, or agents of the Trust (including without limitation the Administrator, the Custodian, and/or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time to time, amend or repeal Bylaws, policies, or procedures for the conduct of the business of the

Trust. Such Bylaws, policies, or procedures may, among other things, define the duties of the respective officers, agents, employees, and representatives of the Trust.

3.7 Fiscal Year; Accounts. The Board shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Board, the fiscal year of the Trust shall commence on January 1 and terminate on December 31.

3.8 Payment of Expenses.

(a) The Board shall have full and complete power:

(i) To incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(ii) To reimburse others for the payment therefore; and

(iii) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Board has contracted or transacted business.

The Trustees may delegate the foregoing to the Administrator.

(b) The Trustees shall not be paid compensation for their general services as such. Trustees may be reimbursed for expenses reasonably incurred on behalf of the Board and for attendance at Board meetings and other Trust related activities.

(c) In no event shall the expenses of administration of the Trust be payable from any source other than Trust Property.

3.9 Payment of Taxes. The Board shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

(b) To dispute, settle and compromise tax liabilities; and

(c) To file such tax returns as may be required to be filed by the applicable taxing authority.

The Trustees may delegate the foregoing to the Administrator.

3.10 Insurance. At all times, the Board, through the Administrator, shall maintain insurance policies insuring the Trust, the Trustees, officers, employees, and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability. The Board shall have full power and authority to purchase and pay for such insurance entirely out of the Trust Property. Such insurance policies shall be in such amounts as the Board shall deem adequate to cover

all foreseeable tort and contract liability to the extent available at reasonable rates, and as set forth in Section 8.5, the Board may rely on the advice of experts in determining such amounts.

3.11 Power to Contract, Appoint, Retain, and Employ.

(a) The Board is responsible for the investments of the Trust consistent with the Investment Policy and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors, or independent contractors of the Trust. The Trustees are not required to conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain, or contract on behalf of the Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, to:

(i) Serve as Investment Advisor to the Trust;

(ii) Serve as Administrator of the Trust;

(iii) Serve as Custodian for the Trust;

(iv) Furnish reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;

(v) Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;

(vi) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments and in the handling, prosecuting, or other enforcement of any lien or security securing investments; or

(vii) Assist in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Administrator and as the Investment Advisor, but no person serving as the Administrator or the Investment Advisor may serve as the Custodian.

3.12 Seal. The Board shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Board, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument, or other paper executed and delivered by or on behalf of the Trust.

3.13 Information Statements. The Board shall have full and complete power to prepare, publish, and distribute to the Participants or potential Participants one or more Information Statements regarding the Trust and to amend or supplement the same from time to time. The Information Statement for a particular fund shall include but not be limited to the following information related to such fund:

(a) Credit standards for Trust investments;

(b) The safekeeping practices utilized for the Trust;

(c) Maximum and minimum account sizes;

(d) Maximum and minimum transaction sizes for deposits to and withdrawals from Participants' accounts;

(e) Instructions for establishing accounts and making deposits to and withdrawals from Participants' accounts;

(f) The procedures for determining the value of the Trust Property and the net asset value per Share; and

(g) The method for disclosure of administrative and associated costs incurred by the Trust.

3.14 Trustees; Signatory Public Agencies and Participants. No Signatory Local Government Unit or Participant, nor any of their respective officers, employees, agents or representatives shall have any liability under this Indenture as a result of service by its Authorized Representative as a Trustee.

3.15 Further Powers. The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such documents, instruments and certificates as they deem necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of the Trust although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Board in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Board.

ARTICLE IV
ADMINISTRATOR

4.1 Appointment. The Board shall appoint one or more persons to serve as the Administrator of the Trust.

4.2 Duties of the Administrator. The duties of the Administrator shall be those set forth in an Administrative Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administrative Agreement. The Administrative Agreement may authorize the Administrator to employ other Persons to assist it in the performance of its duties.

4.3 Termination. Any Administrative Agreement shall provide that it may be terminated without cause and without the payment of any penalty on at least 90 days' written notice. Nothing in this Indenture or in the Administrative Agreement shall limit or impair the right of the Board to terminate the Administrative Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administrative Agreement or any of its fiduciary obligations to the Trust.

4.4 Successors. In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board shall appoint, employ, or contract with a successor.

ARTICLE V
CUSTODIAN

5.1 **Appointment**. The Board shall select and employ, with the advice of the Investment Advisor, a bank, savings and loan association or trust company in the State of North Carolina or otherwise in accordance with N.C.G.S. Section 159-31 as Custodian.

5.2 **Duties of the Custodian**. The duties of the Custodian shall be those set forth in a Custodian Agreement. Such duties may be modified by the Trustees, from time to time, by the amendment of the Custodian Agreement. The Custodian will have the authority as agent of the Board, subject to the restrictions and limitations set forth in this Indenture and the Custodian Agreement. The Custodian shall agree to act in accordance with the instructions of the Investment Advisor.

5.3 **Termination**. The Custodian may resign on not less than 90 days' written notice to the Board and may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than 90 days' written notice to the Custodian.

5.4 **Successors**. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint, employ or contract with a successor.

ARTICLE VI
INVESTMENT ADVISOR

6.1 **Appointment**. The Board may appoint one or more persons to serve as the Investment Advisor of the Trust.

6.2 **Duties of the Investment Advisor**. The duties of the Investment Advisor shall be those set forth in an Investment Advisor Agreement to be entered into between the Board on behalf of the Trust and the Investment Advisor. Such duties may be modified by the Board from time to time. The Board may authorize the Investment Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Board or may authorize any officer, employee, agent, or member of the Board to effect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Board. The Investment Advisor Agreement may authorize the Investment Advisor to employ other persons to assist in the performance of the duties set forth in the Investment Advisor Agreement. The Investment Advisor shall at no time have custody of, or physical control over, any of the investment property.

6.3 **Termination**. The Investment Advisor may resign on not less than 90 days' written notice to the Board and may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than 90 days' written notice to the Investment Advisor.

6.4 **Funds**. The Investment Advisor shall cause the Custodian to establish a primary fund (the "Prime Fund") for the investment of idle funds of the Participants. The Prime Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in this Indenture and the Investment Policy (collectively, the "Investment Policy of Prime Fund"). Notwithstanding anything in this Indenture to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated funds, in addition to the Prime Fund, with specified investment characteristics (the "Additional Funds" and, together with the Prime Fund, the "Funds"). The Investment Advisor may cause the Custodian to establish such Additional Funds once the Board or its designee has approved in writing the investment characteristics of such Additional Funds. If established, any such Additional Fund

shall consist only of Permitted Investments, and the investment characteristics of each such Additional Fund shall be set forth in a separate Information Statement. The establishment of such Additional Funds shall not be deemed an amendment of this Indenture. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may choose to provide for a separate rating on each such Fund. All provisions of this Indenture and the Investment Advisor Agreement shall apply to any such Funds.

6.5 Individualized Subaccounts. Notwithstanding anything in this Indenture to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Indenture. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees. A Participant in its sole discretion may request that the Investment Advisor create such proposed individualized subaccounts within any Fund on behalf of such Participant. Any subaccount that is created pursuant to this Section 6.5 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such subaccount are amended by the specific Participant having such subaccount. To amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such subaccount. Such investment policy may not be broader than the Investment Policy of the Prime Fund, or if a subaccount is created for an Additional Fund, such investment policy may not be broader than the investment policy of such Additional Fund and in no case shall it be broader than the Investment Policy and Permitted Investments. The establishment of such subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of this Indenture. The Investment Advisor shall calculate the return realized by such subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

6.6 Successors. In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board shall appoint, employ, or contract with a successor.

ARTICLE VII
INVESTMENTS

7.1 Statement of Investment Objective. The Trust is a local government investment pool trust and is established to provide safety, liquidity, service, and income to Local Government Units by investing in Permitted Investments in accordance with this Indenture, the Act and any other applicable provisions of law, as the same may be amended from time to time. The Board shall adopt an investment policy to achieve this objective (the "Investment Policy").

7.2 Restrictions Fundamental to the Trust. Notwithstanding anything in this Indenture that may be deemed to authorize the contrary, the Board:

(a) May not make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and are consistent with the Investment Policy, and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same may be amended from time to time, provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's investment policy or elsewhere;

(b) May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments except as a temporary measure to facilitate

withdrawal requests that might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law;

(c) May not hold or provide for the custody of any Trust Property in a manner not authorized by law or by any institution or person not authorized by law; and

(d) May not buy securities from or sell securities to the Administrator, the Investment Advisor, the Custodian, or any Trustee or any affiliate, officer, director, employee, or agent of any of them.

7.3 Permitted Investments. The Board shall have full and complete power:

(a) to conduct, operate, and provide investment programs for the pooling of surplus funds of Local Government Units to take advantage of short-term investments and maximize net interest earnings;

(b) for such consideration as it may deem proper and as may be required by law, to deposit, to subscribe for, invest in, assign, transfer, exchange, distribute, and otherwise deal in or dispose of investment instruments that are Permitted Investments; and

(c) to contract for and enter into agreements with respect to the purchase and sale of Permitted Investments.

7.4 Disposition of Assets. The Board, through the Investment Advisor, shall have full and complete power to sell, exchange, or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements, and reservations as they shall deem proper and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

7.5 Collection. The Board shall have full and complete power:

(a) to collect, sue for, receive, and receipt for all sums of money or other property due to the Trust;

(b) to consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations;

(c) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the Trust Property;

(d) to foreclose any collateral, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts by virtue of which any sums of money are owed to the Trust;

(e) to exercise any power of sale held by the Board and to convey good title thereunder free of any and all trusts and in connection with any such foreclosure or sale to purchase or otherwise acquire title to any property;

(f) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee, or other person, any securities, investments or obligations of any person who form a part of the Trust Property for the purpose of such reorganization or otherwise;

(g) to participate in any arrangement for enforcing or protecting the interests of the Trust as the owner or holder of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) to extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into release, agreements, and other instruments;

(i) to pay or satisfy any debts or claims upon any evidence that the Board shall deem sufficient; and

(j) to pursue any remedies permitted by law that in the judgment of the Board is in the interest of the Trust.

7.6 Deposits. Subject to the provisions of N.C.G.S. Sections 159-31 and 159-32, in such manner as may now and hereafter be permitted by this Indenture and applicable law, the Board shall have full and complete power to deposit any moneys or funds included in the Trust Property with an eligible public depository. Such deposits are to be subject to withdrawal in such manner as the Board may determine, and the Board shall have no responsibility for any loss that may occur by reason of the failure of the bank, trust company, or other banking institution with which the moneys, investments, or securities have been deposited. During the term of any such deposit, each such bank, trust company, or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Sections 159-31 and 159-32.

7.7 Valuation. The Board shall have full and complete power to conclusively determine, in good faith, the value of any of the Trust Property and to revalue the Trust Property as the Board deems appropriate and consistent with the provisions of this Indenture. The procedures for valuing the Trust Property shall be set forth in the Information Statement.

7.8 Amendment of Restrictions. The restrictions set forth in Sections 7.2 and 7.3 hereof are fundamental to the operation and activities of the Trust and may not be changed without the affirmative vote of a majority of the Participants except that such restrictions may be changed by the Board so as to make Sections 7.2 and 7.3 hereof more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the State of North Carolina and the United States of America as they may from time to time be amended.

ARTICLE VIII
LIMITATIONS OF LIABILITY

8.1 Liability to the Trust or to the Participants. No Trustee, officer, or employee of the Trust shall be liable to the Trust or to any Participant, member of the Board, officer, employee, advisor, consultant, or agent of the Trust for any action or failure to act (including without limitation the failure to compel in any way any former or acting member of the Board to redress any breach of trust) except for bad faith, willful misfeasance, gross negligence, or reckless disregard of his or her duties. Any agreements with the Administrator, the Custodian, or the Investment Advisor shall provide for the liability of the Administrator, the Custodian, and the Investment Advisor, as the case may be, for a failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture. The provisions of this Section shall not limit the liability of any agent (including, without limitation, the Administrator, the Custodian, or the Investment Advisor) with respect to any breach of any contract between the agent and the Board.

8.2 Indemnification.

(a) The Trust shall indemnify, to the extent of the earnings of the Trust and the proceeds of any insurance policies, each of the Trustees and such officers or employees as designated by the Board to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred in connection with the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, in which the indemnified person may be involved or with which the indemnified person may be threatened, while in office or thereafter, by reason of being or having been a Trustee, officer, or employee except as to any matter as to which the indemnified person shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his or her duties or gross negligence or, in the case of the Investment Advisor or the Administrator, in violation of the restrictions on investments of the Trust Property.

(b) The provisions of this Section shall not be construed to permit the indemnification of any agent of the Trust with respect to any breach of a contract between the agent and the Board.

(c) As to any matter disposed of by a compromise payment by the Board or any Trustee, officer, employee, advisor, consultant, or agent pursuant to a consent decree or otherwise, no indemnification either for such payment or for any other expense shall be provided unless the Board, after consultation with counsel and other experts deemed necessary, has determined that such compromise payment is or was in the best interests of the Trust.

(d) No Participant shall be liable to any person with respect to any claim for indemnity or reimbursement and any Trustee, officer, employee, advisor, consultant, or agent may satisfy any right to indemnity or reimbursement granted herein or to which they may be otherwise entitled only out of the earnings on the Trust. The Board may make advance payments in connection with indemnification provided that the person indemnified shall have given a written undertaking to reimburse the Trust in the event that it is subsequently determined that the person is not entitled to such indemnification.

(e) To the extent permitted by applicable laws, the Board shall also have full and complete power to indemnify or enter into agreements with respect to indemnification with any other person with whom the Trust has dealings.

8.3 Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his or her duties.

8.4 Recitals. Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by the Trustee, officer, employee, or agent of the Trust only in his or her capacity as Trustee, officer, employee, or agent of the Trust. Any written instrument creating an obligation of the Trust is not personally binding upon nor shall resort be had to the property of any Trustee, Participant, Authorized Representative, officer, employee, or agent of the Trust and only the Trust Property or a specific portion thereof shall be bound.

8.5 Reliance on Experts. Each Trustee and each officer, employee, or agent of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or failure to act resulting from reliance in good faith upon the records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Administrator, the Custodian, the Investment Advisor, accountants, appraisers, or other experts or consultants selected by the Board or officers of the Trust.

ARTICLE IX
INTERESTS OF PARTICIPANTS

9.1 General. The beneficial interests of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Shares. Shares shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description is vested in the Trust on behalf of and for the beneficial interests of the Participants. The Participants shall have no interest in the Trust Property other than the beneficial interests conferred hereby and measured by their Shares, and the Participants shall have no right to call for any partition or division of any property, profits, rights, or interests of the Trust nor can the Participants be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them.

9.2 Allocation of Shares.

(a) In their discretion, the Board may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Trust Property) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Share as set forth in this Indenture with respect to the Prime Fund), and on such terms as the Board may deem best. In connection with any allocation of Shares, the Board may allocate fractional Shares. From time to time, the Board may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Trust. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share with respect to the Prime Fund as set forth in Section 12.2. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

(b) Shares may be allocated only to a Participant of the Trust in accordance with this Indenture. Any Participant may establish more than one subaccount within the Trust for such Participant's convenience.

(c) There is no minimum amount of funds that may be maintained in an account in the Trust by a Participant at any one time, and there shall be no limit on the maximum that may be maintained by a Participant in any account; provided that the Board may, by resolution, change the minimum or set a maximum.

(d) If the Board changes the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

9.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the records of the Trust, and the Trust shall not be required to issue certificates as evidence of Share allocation.

9.4 Redemption to Maintain Constant Net Asset Value for Constant Net Asset Value Funds. The Shares of the Trust with respect to Constant Net Asset Value Funds shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares in order to maintain the constant net asset value per Share.

9.5 Redemptions. Payments by the Trust to Participants, and the reduction of Shares resulting therefrom, are referred to in this Indenture as redemptions for convenience. Any and all allocated Shares may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Indenture. The Trust shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board in the current Information Statement applicable to such Fund; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust.

9.6 Suspension of Redemption; Postponement of Payment.

(a) Each Participant, by its execution of this Indenture, agrees that the Board may, without the necessity of a formal meeting of the Board, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period:

(i) During which there shall have occurred any state of war, national emergency, banking moratorium, or suspension of payments by banks in the State of North Carolina or any general suspension of trading or limitation of prices on the New York Stock Exchange or American Stock Exchange (other than customary weekend and holiday closing); or

(ii) During which any financial emergency when or if disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses that might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its assets.

(b) Such suspension or postponement shall not in and of itself alter or affect a Participant's beneficial interests hereunder.

(c) Such suspension of payment shall take effect at such time as the Board shall specify, and thereafter there shall be no right of redemption or payment until the Board shall declare the suspension or postponement at an end.

(d) The suspension or postponement shall terminate on the first day on which the period specified in (a) above shall have expired (as to which the determination of the Board shall be conclusive).

(e) In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either:

(i) Withdraw its request for redemption; or

(ii) Receive payment based on the net asset value existing after the termination of the suspension.

9.7 Minimum Redemption. There shall be a minimum of one Share that may be redeemed at any one time at the option of a Participant.

9.8 Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and the Participant will be required to resubmit a request for redemption.

ARTICLE X
RECORD OF SHARES

10.1 **Share Records**. The Trust shall maintain records that shall contain:

(a) The names and addresses of the Participants;

(b) The number of Shares representing their respective beneficial interests hereunder; and

(c) A record of all allocations and redemptions.

Such records shall be conclusive as to the identity of the Participants to which Shares are allocated. Only Participants whose allocation of Shares is recorded in the Trust records shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the Shares. No Participant shall be entitled to receive any distribution nor to have notices given to it until it has given its appropriate address to the Trust.

10.2 **Maintenance of Records**. The Administrator, or such other person appointed by the Board, shall record the allocations of Shares in the records of the Trust.

10.3 **Owner of Record**. No Person becoming entitled to any Shares in consequence of the bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated unless such Person is otherwise qualified to become a Participant. If not qualified, such Person shall present proof of entitlement to the Board and if the Board, in its sole discretion, deems appropriate then be entitled to the redemption value of the Shares.

10.4 **No Transfer of Shares**. The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, Shares may be redeemed from one Participant's account and the proceeds deposited directly into another Participant's account upon instructions from an Authorized Representative of the respective Participant.

10.5 **Limitation of Responsibility**. The Board shall not, nor shall the Participants or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge, or equity to which any of the Shares or any interest therein are subject or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of moneys by the Participant in whose name any Share is recorded or by the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all responsibility to see the proper application thereof.

10.6 **Notices**. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if electronically or mailed, postage prepaid, addressed to Participants of record at the electronic or physical mailing addresses recorded in the records of the Trust.

ARTICLE XI
TRUSTEES AND OFFICERS

11.1 **Number and Qualification**. The Trustees shall be appointed as set forth in the Bylaws. The Board may, at any time and from time to time, increase the number of Trustees and set the initial terms for each additional Trustee; provided however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). In the event the Board approves such an increase, the Board shall appoint qualified Authorized Representatives to a term not to exceed three years. By resolution, the Board may decrease the number of Trustees (but to never less than three) by not filling expiring terms.

11.2 **Term**. The term of office for a Trustee shall be three years (or less for certain initial Trustees or Trustees appointed upon expansion of the Board) or until a successor has been appointed and qualified, and such term shall begin at the meeting following the appointment. The terms shall be fixed so that approximately one-third of the terms expire annually. Trustees may succeed themselves in office.

11.3 **Resignation and Removal**. Any Trustee may resign or be removed as set forth in the Bylaws.

11.4 **Officers**. The Board shall annually elect officers as set forth in the Bylaws.

11.5 **Meetings**.

(a) All meetings of the Board shall at all times be in compliance with the laws of North Carolina, including, but not limited to, Article 33C of Chapter 143 (Open Meetings) North Carolina General Statutes ("N.C.G.S."), as amended.

(b) Meetings of the Board shall be called and held as set forth in the Bylaws.

ARTICLE XII
DETERMINATION OF NET ASSET VALUE AND NET INCOME

12.1 **Net Asset Value**. The net asset value of each allocated Share of the Trust shall be determined once on each Business Day at such time as the Board by resolution may determine. The method of determining net asset value shall be established by the Board and will be set forth in the Information Statement for such Fund.

12.2 **Constant Net Asset Value; Reduction of Allocated Shares**.

(a) As it pertains to the Prime Fund and any other Constant Net Asset Value Fund, the Board shall determine the net income (loss) of the Trust once on each Business Day and such net income (loss) shall be credited proportionately to the accounts of the Participants in such manner that the net asset value per Share of the Trust shall remain at $1.00. Any change in the constant dollar value shall be made on a pro rata basis by increasing or reducing the number of each Participant's Shares. The method used for the determination of the net income of the Trust and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Board and may be set forth in the Information Statement. The duty to make the daily calculations may be delegated by the Board to the Administrator, the Custodian, the Investment Advisor, or such other person as the Board by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. Each Participant will be deemed to have agreed to such reduction by its investment in the Trust and its adoption of this Indenture. The purpose of the foregoing procedure is to permit the net asset value per Share of the Trust to be maintained at $1.00.

(b) The Board may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by notice to the Participants and in the Information Statement applicable to such Fund.

(c) Nothing in this Section prohibits the Board from establishing one or more Additional Funds pursuant to Section 6.4. Such Additional Funds may not be managed to maintain a constant net asset value as described in this Section provided that Participants that invest in such Additional Fund are provided notice thereof prior to such investment.

12.3 Retained Reserves. The Board may retain from earnings of the Trust in such amounts as deemed necessary to pay the expenses of the Trust and to meet other obligations of the Trust. In addition, the Board shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

ARTICLE XIII
RECORDING OF INDENTURE

13.1 Recording. This Indenture and any amendments hereto may be filed, registered, recorded, or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Board may deem appropriate. An amended Indenture, containing or restating the original Indenture and all amendments therefore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture and the various amendments thereto. Each amendment so filed, recorded, or lodged shall be accompanied by a resolution of the Board reflecting the amendment and its effective date.

ARTICLE XIV
AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

14.1 Amendment to Indenture or Permitted Investments List; Termination.

(a) The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Article II hereof; provided, however, any amendment of Sections 7.2 and 7.3 shall also be subject to Section 7.8. The Board may, from time to time by a two-thirds vote of the Trustees and after 30 days prior written notice to the Participants, amend or alter the provisions of the Indenture without the vote or assent of the Participants, that the Board, in good faith deems necessary or convenient for the administration and operation of the Trust or to the extent deemed by the Board in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section that would:

(i) Change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust or that would diminish or eliminate any voting rights of the Participants except with the vote or written consent of two-thirds of the Participants entitled to vote thereon;

(ii) Cause any of the investment restrictions contained herein to be less restrictive without the vote or written consent of a majority of the Participants entitled to vote thereon;

(iii) Change the limitations on personal liability of the Participants and Trustees; or

(iv) Change the prohibition of assessments upon Participants.

(b) A certification signed by a majority of the Board setting forth an amendment and reciting that it was duly adopted by the Participants or by the Board or a copy of the Indenture, as amended, executed by a majority of the Board shall be conclusive evidence of such amendment.

(c) The Trust may be terminated by the vote of the majority of authorized Trustees, subject to the vote or written consent of Participants holding at least a majority of the Shares. Upon the termination of the Trust:

(i) The Trust shall carry on no business except for the purpose of terminating the Trust;

(ii) The Board shall proceed to terminate the Trust, and all of the powers of the Board and the Trustees under this Indenture shall continue until the affairs of the Trust have been terminated including without limitation the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Trust Property to one or more Persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay its liabilities and do all other acts appropriate to liquidate its assets; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Board; and

(iii) After paying or adequately providing for the payment of all liabilities and upon receipt of such releases, indemnities, and refunding agreements as they deem necessary for their protection, the Board may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(d) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Board shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Board shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title, and interest of all Participants shall cease and be canceled and discharged.

14.2 Distribution upon Termination. Upon the termination of the Trust, the Trustees shall, after paying or making provision for the payment of all of the liabilities of the Trust, dispose of all of the assets of the Trust exclusively for the purposes of the Trust, in such manner, or to such organization(s) organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization(s) under Section 501(c)(3) of the Code, or the corresponding provisions of any subsequent federal tax laws, as the Trustees shall determine. Any such assets not so disposed of shall be disposed of by the court of general jurisdiction in the county in which the principal office of the Trust is then located, exclusively for such purposes or to such organization or organizations as such court shall determine.

14.3 Duration. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Indenture.

ARTICLE XV
MISCELLANEOUS

15.1 Governing Law; Venue.

(a) This Indenture shall be governed by and interpreted in accordance with the laws of the State of North Carolina. All references to particular statutes shall mean as amended or replaced from time to time.

(b) Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Indenture shall lie in a court of competent jurisdiction in the State of North Carolina.

15.2 Electronic Signatures. The parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. The parties agree that any electronically signed document (including this Indenture) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

15.3 Section Headings. Any headings preceding the text of the several Articles and Sections of the Indenture and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect.

15.4 Counterparts. This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

15.5 Reliance by Third Parties. Any certificate executed by an individual who, according to the then current records of the Trust, appears to be a Trustee hereunder or the Chair, Vice-Chair, Secretary or Treasurer of the Trust certifying to:

(a) The number or identity of the Trustees or Participants;

(b) The due authorization of the execution of any instrument or writing;

(c) The form or results of any vote passed at a meeting of the Board or by the Participants;

(d) The fact that the number of the Trustees or Participants present at any meeting or executing any written instruments satisfies the requirements of this Indenture;

(e) The form of any bylaws, policies, or procedures adopted by the Board;

(f) The identity of any officers elected by the Board; or

(g) The existence of any fact or facts that in any manner relate to the affairs of the Trust,

shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Board or the Trust and their successors.

15.6 Provisions in Conflict with Law. The provisions of this Indenture are severable and if the Board shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or North Carolina laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture; provided, however, that such a determination by the Board shall not affect or impair any of the remaining provisions of this Indenture or render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination.

15.7 Adoption by Local Government Units; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.

(a) Any Local Government Unit meeting the requirements hereof may become a Participant of the Trust by:

(i) taking all required official action to adopt a resolution authorizing the execution of the Interlocal Agreement and this Indenture and providing a certified copy of such to the Board; and

(ii) executing an amendment or joinder agreement to the Interlocal Agreement and providing a certified copy of such to the Board.

(b) Such Local Government Unit shall execute and deliver an original executed counterpart of an amendment or joinder agreement to this Indenture.

(c) By joining in this Indenture, each Participant represents and agrees that to the extent it maintains a written investment policy, such investment policy shall permit the investment of such Participant's funds consistent with the provisions of this Indenture and the Permitted Investments list, as each of the same is amended from time to time.

(d) Any Participant may resign and withdraw from the Trust by sending written notice of such withdrawal to the Administrator and requesting the redemption of all Shares then held by it. Such resignation and withdrawal shall become effective upon withdrawal of the funds. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.

IN WITNESS WHEREOF, the undersigned Local Government Units of the State of North Carolina acting in the capacity of Signatory Local Government Units of the Trust have executed this Indenture as of March 1, 2023.

This Indenture of Trust was executed on behalf of the Signatory Local Government Units by the persons indicated below:

TOWN OF HOPE MILLS, NORTH CAROLINA

By: _____

Print Name: _____

Title: Finance Director

LINCOLN COUNTY, NORTH CAROLINA

By: _____

Print Name: _____

Title: Finance Director

CITY OF NEW BERN, NORTH CAROLINA

By: _____

Print Name: _____

Title: Finance Director

GASTON COUNTY, NORTH CAROLINA

By: _____

Print Name: _____

Title: Finance Director

CITY OF ROCKY MOUNT, NORTH CAROLINA

By: _____

Print Name: _____

Title: Finance Director

EXHIBIT B

Bylaws

NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (NORTH CAROLINA CLASS)

A North Carolina Statutory Trust
Established Under an Indenture of Trust

BYLAWS

Dated as of March 13, 2023

TABLE OF CONTENTS

Page

ARTICLE I GENERAL 1
Section 1. Definitions 1
Section 2. Principal Office 1
Section 3. Other Offices 1
ARTICLE II PARTICIPANTS 1
Section 1. Action by Participants 1
Section 2. Inspection of Records 2
ARTICLE III TRUSTEES 2
Section 1. Number and Qualification of Board of Trustees 2
Section 2. Term 2
Section 3. Resignation and Removal 3
Section 4. Vacancies 3
Section 5. Meetings 3
Section 6. Quorum and Manner of Acting 4
Section 7. Ethics Laws 4
ARTICLE IV OFFICERS 4
Section 1. General Provisions 4
Section 2. Terms of Office and Qualifications 4
Section 3. Removal 4
Section 4. Powers and Duties of the Chair 5
Section 5. Powers and Duties of the Vice Chair 5
Section 6. Powers and Duties of the Treasurer 5
Section 7. Powers and Duties of the Secretary 5
Section 8. Powers and Duties of the Assistant Treasurers 5
Section 9. Powers and Duties of the Assistant Secretaries 5
Section 10. Reimbursement for Expenses 6
ARTICLE V CONTRACTS, CHECKS AND DRAFTS 6
Section 1. Contracts 6
Section 2. Checks and Drafts 6
ARTICLE VI FISCAL YEAR 6
ARTICLE VII SEAL 6
ARTICLE VIII OPEN RECORDS 6

TABLE OF CONTENTS
(continued)

Page

ARTICLE IX POLICIES AND PROCEDURES 7
ARTICLE X AMENDMENTS 7

BYLAWS

OF THE

NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (NORTH CAROLINA CLASS)

(dated as of March 13, 2023)

Established by an Interlocal Agreement dated March 1, 2023 and governed by an Indenture of Trust dated as of March 1, 2023

ARTICLE I

GENERAL

Section 1. Definitions.

Unless otherwise stated herein, capitalized terms have the meanings assigned by the Indenture of Trust dated as of March 1, 2023, as amended from time to time (the "Indenture") and the Interlocal Agreement dated as of March 1, 2023, as amended from time to time (the "Interlocal Agreement") pursuant to which the Trust was formed.

Section 2. Principal Office.

The Trust shall maintain an office of record in the State of North Carolina. The initial office of record of the Trust shall be: North Carolina Cooperative Liquid Assets Securities System Investment Pool ("NC CLASS") in care of Matt Starr, Public Trust Advisors, LLC, 209 Lofty Oak Lane, Holly Springs, NC 27540. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

Section 3. Other Offices.

The Trust may have offices or places of business within or outside the State of North Carolina as the Trustees may from time to time determine.

ARTICLE II
PARTICIPANTS

Section 1. Action by Participants.

Any action which may be taken by the Participants may be taken if a majority of the Participants entitled to vote thereon (or such larger proportion thereof as shall be required by law, the Indenture, or these Bylaws for approval of such matter) consent to the action in writing and the written consents are filed with the Secretary or the Administrator, as applicable, in the records of the Trust. Prompt notice shall be given of any Trust action approved by the Participants by less than unanimous written consent to those Participants who did not consent in writing to such action.

Action by the Participants shall be taken by such Participant's Authorized Representative. An "Authorized Representative" shall mean the finance officer of each Participant. Such Authorized Representative shall be the legal representative to act for and on behalf of each Participant.

Section 2. Inspection of Records.

The records of the Trust shall be open to inspection by the Participants at any time during usual business hours of the Trust, upon written demand on the Trust, for a purpose reasonably related to such Participant's interest as a Participant.

ARTICLE III
TRUSTEES

Section 1. Number and Qualification of Board of Trustees.

(a) The affairs of the Trust will be governed and managed by a Board of Trustees (the "Board"), consisting of no less than three trustees (the "Trustees"), each of which will be an Authorized Representative of a Participant.

(b) The initial Board will consist of the following five Trustees (the "Initial Trustees"), appointed by the initial Participants:

(i) Drew Holland, initial term expires: December 31, 2025;

(ii) Deanna Rios, initial term expires: December 31, 2025;

(iii) Kim Ostrom, initial term expires: December 31, 2024;

(iv) Abdul Baloch, initial term expires: December 31, 2024; and

(v) Tiffany Murray, initial term expires: December 31, 2023.

(c) Except for the Initial Trustees, Trustees will be elected by the Board.

(d) The Board may, at any time and from time to time, increase the number of Trustees and set the initial terms for each additional Trustee; provided however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). In the event the Board approves such an increase, the Board shall appoint qualified Authorized Representatives as Trustees. By resolution, the Board may decrease the number of Trustees (but to never less than three) by not filling expiring terms.

(e) Upon expansion of the Board after the Initial Trustees, the Board will endeavor to appoint qualified Trustees representative of the local government entity types that participate in the Trust from the following categories of Local Government Units (to the extent there are Participants in the Trust from such categories): (1) counties; (2) cities; and (3) other Public Authorities. The Board shall be the sole judge of the appointment and qualification of its Trustees.

(f) The appointment of any Trustee (other than an individual who was serving as a Trustee immediately prior to such election) shall not become effective unless and until such person has agreed in writing to serve as a Trustee and to be bound by the terms of the Indenture.

Section 2. Term.

Each Trustee's term of office will be for three years or until a successor has been appointed and qualified, commencing with the first meeting following the appointment; provided, however, (i) the term of office for Initial Trustees shall be as set forth above in Section 1(b), and (ii) the term of office for Trustees appointed upon the expansion of the Board, as described in Section 1(d), shall be for such term determined

at such time, not to exceed three (3) years. The terms shall be fixed so that approximately one-third of the terms expire annually. Trustees may succeed themselves in office. Vacancies on the Board will be filled ad interim by election by the Board for the unexpired term. Ad interim appointments will constitute a term of office.

Section 3. **Resignation and Removal.** Any Trustee may resign by tendering a signed or oral resignation to any officer. The resignation shall be effective upon tender or at a later date according to the terms of the resignation notice. Any Trustee may be removed for good cause by the affirmative vote of at least two-thirds of the remaining Trustees.

Section 4. **Vacancies.**

(a) Any vacancy in the Board shall be filled for the unexpired portion of the term of such Trustee as soon as practicable in accordance with Section 1(c), unless the Board has elected to decrease the size of the Board in accordance with Section 1(d).

(b) In the event of a vacancy, the remaining Trustees continuing in office, regardless of their number, shall have all the powers granted to the Board and shall discharge all their duties imposed upon the Board by these Bylaws and the Indenture.

(c) No vacancy shall operate to annul the Interlocal Agreement or the Indenture or to revoke any existing agency created pursuant to the terms of the Indenture.

(d) If a Trustee shall no longer be an Authorized Representative of a Participant, such person shall no longer be a Trustee and a vacancy will be deemed to have occurred.

(e) If a Local Government Unit fails to qualify as a Participant for a period of 30 days, any Authorized Representative of that Local Government Unit who is a Trustee shall no longer qualify as a Trustee and a vacancy will be deemed to have occurred.

Section 5. **Meetings.**

(a) All meetings of the Board shall at all times be in compliance with the laws of North Carolina, including, but not limited to, Article 33C of Chapter 143 (Open Meetings) North Carolina General Statutes ("N.C.G.S."), as amended (the "Open Meetings Law").

(b) Meetings of the Board shall be held from time to time upon the call of the Chair, the Vice Chair, the Secretary, the Treasurer or a majority of the Trustees. Regular meetings of the Board may be held at a time and place fixed by resolution of the Board but shall be held at least semi-annually.

(c) Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice of a meeting of the Board or a meeting of a committee of the Board shall be given as may be required by the Open Meetings Law. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

(d) The Board may hold meetings by conference call or other electronic means, so long as each Trustee is able to communicate with each of the other Trustees present, and the Board provides a location and means whereby members of the public may listen to the meeting and the notice of the meeting shall specify that location, or otherwise as may be permitted by the Open Meetings Law.

Section 6. Quorum and Manner of Acting.

(a) A majority of the Trustees shall be present in person or by audio or video teleconference at any regular or special meeting of the Trustees in order to constitute a quorum for the transaction of business at such meeting, and (except as otherwise required by law, the Indenture, or these Bylaws) the act of a majority of the Trustees present at any such meeting, at which a quorum is present, shall be the act of the Trustees.

(b) The Trustees present at a duly called meeting at which a quorum is initially present may continue to do business notwithstanding the withdrawal of Trustees, provided any action taken is approved by at least a majority of the required quorum for such meeting. In the absence of a quorum, a majority of the Trustees present may adjourn the meeting to a time and place specified in the order of adjournment.

(c) Any action of the Board or a committee of the Board may be taken at a meeting by vote of a majority of the Trustees present providing that a quorum is present.

(d) Any Trustee who has a conflict of interest as described in Section 7(b) may be counted for quorum purposes. Such Trustee shall not be entitled to vote on any such matter.

Section 7. Ethics Laws.

(a) The Trustees agree not to accept any gift from anyone doing business or seeking to do business with the Trust. Such prohibition shall be interpreted in a manner consistent with N.C.G.S. Section 133-32, as amended.

(b) Any Trustee who has a personal financial interest in, or who may derive a direct benefit from, any matter or action before the Board shall not vote on such matter or action. "Direct benefit" is defined in N.C.G.S. Section 14-234.

ARTICLE IV
OFFICERS

Section 1. General Provisions.

The Board shall annually elect, from among the Trustees, a Chair, a Vice Chair, a Secretary and a Treasurer, who shall have such duties as the Board shall deem advisable and appropriate. The Board may also elect or appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents, who shall have such powers, duties, and responsibilities as the Board may deem to be advisable and appropriate.

Section 2. Terms of Office and Qualifications.

Except as otherwise provided by law, the Indenture, or these Bylaws, all officers shall hold office at the pleasure of the Trustees. Other than a Secretary-Treasurer, no person may hold more than one office at any one time. The Chair, Vice Chair, Treasurer and Secretary shall all be Trustees. Any other officer may be, but is not required to be, a Trustee.

Section 3. Removal.

The Trustees, by a majority vote at any regular or special meeting of the Trustees, may remove any officer with or without cause.

Section 4. Powers and Duties of the Chair.

(a) The Chair may call meetings of the Trustees when they deem necessary and in accordance with these Bylaws, and shall preside at all meetings of the Trustees.

(b) The Chair shall at all times exercise general supervision and direction over the affairs of the Trust.

(c) The Chair shall have: (i) the power to employ such subordinate officers, employees, and agents as required to transact the business of the Trust, (ii) the power to grant, issue, execute or sign such powers of attorney, proxies, or other documents as may be deemed advisable or necessary in furtherance of the interests of the Trust and (iii) the powers and duties as, from time to time, may be conferred upon or assigned by the Trustees.

Section 5. Powers and Duties of the Vice Chair.

In the absence or disability of the Chair, the Vice Chair shall perform all the duties and may exercise any of the powers of the Chair, subject to the control of the Trustees. The Vice Chair shall perform such other duties as may be assigned from time to time by the Trustees or the Chair.

Section 6. Powers and Duties of the Treasurer.

The Treasurer shall be the principal financial and accounting officer of the Trust. The Treasurer shall perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned by the Trustees.

Section 7. Powers and Duties of the Secretary.

(a) The Secretary shall keep the records of all action of the Participants in proper books provided for that purpose; may have custody of the seal of the Trust; and shall have charge of the Share transfer books, lists, and records unless the Trustees have delegated such duties to the Administrator.

(b) The Secretary shall (i) attend to the giving and serving of all notices by the Trust in accordance with the provisions of these Bylaws and as required by law, (ii) keep the minutes of all meetings of the Trustees and committees, and (iii) perform such other duties and have such other powers in addition to those specified in these Bylaws as the Trustees shall from time to time designate.

Section 8. Powers and Duties of the Assistant Treasurers.

In the absence or disability of the Treasurer, any Assistant Treasurer designated by the Trustees shall perform all the duties, and may exercise any of the powers, of the Treasurer. The Assistant Treasurers shall perform such other duties as from time to time may be assigned to them by the Trustees.

Section 9. Powers and Duties of the Assistant Secretaries.

In the absence or disability of the Secretary, any Assistant Secretary designated by the Trustees shall perform all of the duties, and may exercise any of the powers, of the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them by the Trustees.

Section 10. Reimbursement for Expenses.

No Trustee shall be entitled to compensation arising from his or her position as Trustee. The Trust may, however, advance to the Trustees and officers, or reimburse the Trustees and officers for, all costs and expenses incurred in connection with attendance at meetings of the Trustees and committee meetings.

ARTICLE V
CONTRACTS, CHECKS AND DRAFTS

Section 1. Contracts.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name and on behalf of the Trust, and such authority may be general or confined to specific instances.

Section 2. Checks and Drafts.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Trust shall be signed by such officer or officers or agent or agents of the Trust and in such manner as shall from time to time be determined by the Board.

ARTICLE VI
FISCAL YEAR

The fiscal year of the Trust shall begin on January 1 in each calendar year and shall end on December 31 of the following calendar year, provided, however that the Trustees may from time to time change the Trust's fiscal year.

ARTICLE VII
SEAL

The Board shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Board, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument, or other paper executed and delivered by or on behalf of the Trust.

ARTICLE VIII
OPEN RECORDS

Requests for public records of the Trust can be made pursuant to the North Carolina Public Records Law, as set forth in N.C.G.S. Chapter 132. All public records requests may be submitted directly to the Administrator by any person seeking records (the "Applicant"). All public records requests by Applicants must be made in accordance with this Article VIII. Applicants may be charged a fee for each request at a cost greater than the actual cost to the Administrator.

Pursuant to N.C.G.S. Section 132-1(a), the term "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer, or official (State or local, elected or

appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or any county, unit, special district or other political subdivision of government.

Certain records may be privileged or otherwise confidential and protected from disclosure under North Carolina law and are not public records. Consequently, records that are confidential or privileged will not be disclosed in response to a public records request. Nothing set forth in this Article VIII shall be construed to abrogate the right of the Trustees or the custodian of the requested public records to withhold records that are confidential or protected by the privileges expressly contemplated by N.C.G.S. Chapter 132 or otherwise established under North Carolina law.

ARTICLE IX
POLICIES AND PROCEDURES

The Trust shall comply with N.C.G.S. Section 159-30, as amended. The Board will engage the Investment Advisor to establish policies and procedures for the administration of the Trust in a manner consistent with N.C.G.S. Section 159-30, as amended, and such policies and procedures will be on file with the Board, will be available to all Participants, and will be annually presented to the Board.

ARTICLE X
AMENDMENTS

These Bylaws, or any part of them, may be altered, amended, or repealed, or new Bylaws may be adopted, by a two-thirds vote of the Trustees. The Trustees shall in no event adopt Bylaws which are in conflict with the Indenture or the Interlocal Agreement, and any apparent inconsistency shall be construed in favor of the related provisions in the Indenture and the Interlocal Agreement.

CERTIFICATE OF ADOPTION OF BYLAWS

The foregoing Bylaws were duly adopted and approved by the Trustees of the Trust, on March 13, 2023.

_____

Secretary

North Carolina CLASS

North Carolina Cooperative Liquid Assets Securities System

What is North Carolina CLASS?

North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) is a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting local government units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 or other laws of the State of North Carolina governing the investment of monies of a local government unit. The North Carolina CLASS was organized in 2023 and provides a professionally managed investment program. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive rates of return as further defined by the North Carolina CLASS Information Statement.

Who oversees and manages North Carolina CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the North Carolina CLASS Board of Trustees which is comprised of public finance professionals who represent North Carolina local government units that participate in North Carolina CLASS. The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

How can you participate in North Carolina CLASS?

Enrolling in North Carolina CLASS is simple.

1. Read the Indenture of Trust, Interlocal Agreement, and the applicable Information Statement(s).
2. Complete the North Carolina CLASS Participation Packet.
3. Keep the original forms for your records, and send the completed packet to the North Carolina CLASS Client Service Team by email to clientservices@ncclass.com or by fax at (866) 200-3537.

Helping North Carolina Communities Together With NCLM NC LEAGUE OF MUNICIPALITIES

NORTH CAROLINA CLASS FEATURES

As a North Carolina CLASS Participant, you have access to many convenient features:

- Same-day liquidity (12:00 p.m. ET cut-off)
- Contributions by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed portfolio
- Competitive daily yields
- Unlimited subaccounts
- No minimum investment requirements
- Dividends applied daily and paid monthly
- No transaction fees*
- Audited annually by an independent auditing firm**
- Dedicated client service representatives available via email or phone on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from North Carolina CLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

What are the objectives of North Carolina CLASS?

Safety

The primary investment objective of North Carolina CLASS is the safety of public funds. The North Carolina CLASS portfolio is professionally managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The North Carolina CLASS has earned S&P Global Ratings' highest money market rating, 'AAAm.' The custodian for North Carolina CLASS is Fifth Third Bank, N.A.

Liquidity

When you invest with North Carolina CLASS, you have access to your funds on any business day. You must notify North Carolina CLASS of your transaction requests by 12:00 p.m. ET via the North Carolina CLASS Online Transaction Portal. By offering daily liquidity, we aim to provide you with the flexibility you need to meet your daily cash needs.

Convenience

To make cash management simple and efficient, North Carolina CLASS includes many features that make it easy to access account information and simplify record keeping. Transactions are conducted via the North Carolina CLASS Online Transaction Portal at www.ncclass.com and may be entered at any time - up to 365 days in advance.

Our dedicated Client Service team is available to assist with any matters related to the administration of your account and can be reached by email at clientservices@ncclass.com or by phone at (866) 200-3536.

Flexibility

Participants may establish multiple North Carolina CLASS accounts to track and parallel their own internal fund accounting structures. You will receive an email notification when your comprehensive monthly statement is available online; statements show your transaction activity, dividend postings, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

While adhering to the primary objectives of safety and liquidity, North Carolina CLASS strives to provide competitive yields. Dividends are applied daily within each subaccount and are paid at month-end.

Legality

North Carolina CLASS investments are limited to those qualifying for investment under N.C.G.S. Section 159-30.

Have Questions? Contact us or visit www.ncclass.com for more information.

Daniel Klus
Senior Director, Investment Services
dan.klus@ncclass.com
(984) 278-5006

Justin Wycoff
Director, Investment Services
justin.wycoff@ncclass.com
(704) 699-0569

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the North Carolina CLASS Information Statement before investing. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodologies, visit www.spglobal.com.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services.

North Carolina

CLASS

North Carolina CLASS Participation Packet

Welcome to North Carolina CLASS

Thank you for choosing North Carolina CLASS!

This packet contains all the materials necessary to set up your North Carolina CLASS account(s). If you have any questions about the registration process or about your North Carolina CLASS account(s), please do not hesitate to contact us. The North Carolina CLASS Client Service team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (866) 200-3536 or by email at clientservices@ncclass.com.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. Please read the applicable North Carolina CLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Participation Procedures

To join North Carolina CLASS, please complete the following:

1. Read the North Carolina CLASS Interlocal Agreement, Indenture of Trust, and the applicable Information Statement located at www.ncclass.com.
2. Complete the Participant Certification (page 4).
3. Complete the Entity Participation Form attached as Appendix A hereto.
4. Complete the Participant Contact Information Form attached as Appendix B hereto. North Carolina CLASS recommends having multiple authorized signers to help prevent fraud.
5. Complete the Accounts to be Established Form attached as Appendix C hereto. Participants may open as many accounts as needed.

If you have questions, please contact our team at:

North Carolina Client Service Team
T: (866) 200-3536
Email: clientservices@nccclass.com

Through the North Carolina CLASS website, www.ncclass.com, Participants will be regularly informed of important program information, holidays, upcoming meetings of the Board of Trustees, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the North Carolina CLASS program.

Participant Certification

Participant Information

Entity Name (Participant) _____

Participant Representations

The undersigned Finance Director/Director of Finance/Chief Financial Officer (as applicable) (the "Authorized Representative") for the Participant hereby represents and warrants the following regarding their investment in the North Carolina CLASS Investment Program:

- The Authorized Representative for the Participant designated in this North Carolina CLASS Registration Packet has full power and authority to make investments for the above Participant in the North Carolina CLASS Investment Program and remains responsible for the management, supervision, and investment of the locality's idle funds.
- The Participant has reviewed the Interlocal Agreement, Indenture of Trust, and Information Statement.
- The Participant has reviewed the Investment Policy for North Carolina CLASS and has determined that it is consistent with the legal and policy limitations applicable to the Participant's investments, and they are authorized to invest in the North Carolina CLASS.
- The Participant represents that participation in North Carolina CLASS does not result in a breach of the terms, conditions, and provisions of any agreement or instrument to which the Participant is now a party, or by which it is bound, and does not constitute a default under any of the foregoing.
- Participation in the investment pool does not require the approval of any regulatory body or any other entity for which the approval has not already been obtained.

Authorized Representative

_____ _____

Signature Date

_____ _____

Print Name Title

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

Appendix A: Entity Participation Form

Entity Name (Participant) _____

Entity Type: ☐ City/Town ☐ County ☐ Special District
☐ Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year-End Date (Month/Day) _____

North Carolina CLASS and its transfer agent and administrator are authorized by the Participant to act on any instructions believed to be genuine for any service authorized on this form. To the extent permitted by law, the Participant agrees that North Carolina CLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and agrees to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless otherwise amended in the North Carolina CLASS Online Transaction Portal. Each Participant is responsible for notifying North Carolina CLASS of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 12:00 p.m. ET; distribution times are subject to change as needed by the North Carolina CLASS Administrator. Additionally, North Carolina CLASS must be notified of any contributions by 12:00 p.m. ET to receive same day credit. **If funds are not received by 5:00 p.m. ET, contribution orders will be voided.**

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

*If there will only be one Authorized Signer on the North Carolina account, bank contact must be provided to verify bank account information

Appendix B: Participant Contact Information Form[1]

Authorized Signers Can:	Read-Only Users Can
Approve changes to the Investor Profile	Receive account updates
Update banking/contact information	Request "view-only" access to monthly statements and transaction confirmations
Process Transactions	
Receive account updates	View banking/contact information

Key Authorized Representative[2] and Authorized Signer

Print First and Last Name _____ Title _____

Signature Required _____ Phone (Required)[3] _____ Extension _____

Email (Required) _____ Mobile[3] _____

Additional Contact (Optional) – North Carolina CLASS strongly advises each participant to have multiple authorized signers to help prevent fraud

Print First and Last Name _____ Title _____

(Signature Required if Authorized Signer) _____ Phone (Required)[3] _____ Extension _____

Email (Required) _____ Mobile[3] _____

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

[1] All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

[2] The Key Authorized Representative on an account is the main point of contact for an entity. They receive voting credentials for Board of Trustee elections and all other important communications.

[3] A phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.

Appendix B: Participant Contact Information Form (Cont.)[1]

Additional Contact (Optional)

Print First and Last Name

Title

(Signature Required if Authorized Signer)

Phone (Required)[2]

Extension

Email (Required)

Mobile[2]

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

(Signature Required if Authorized Signer)

Phone (Required)[2]

Extension

Email (Required)

Mobile[2]

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

(Signature Required if Authorized Signer)

Phone (Required)[2]

Extension

Email (Required)

Mobile[2]

Permissions (check only one)

☐ Authorized Signer to Move Funds

☐ Read-Only Access

[1] All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

[2] phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.

Appendix C: Accounts to be Established

Entity Name: _____

Desired Subaccount Name(s)* i.e. General Fund, etc.:

(To be completed by Participant)

Note: At least one Subaccount is required

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

*Name must be limited to 35 characters.

Once your North Carolina CLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@ncclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the North Carolina CLASS Client Service team.

Dual Authorization Form (Optional)

Entity Name: _____

Please utilize this form to request dual authorization capabilities on your North Carolina CLASS account. Dual authorization ensures that any transaction entered via the North Carolina CLASS online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note**: All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

Request to Add Dual Authorization

Dual authorization is hereby approved for _____ by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges that transactions not approved by the 12:00 p.m. ET cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

Entity Name

_____ _____

Authorized Signer's Signature | Date

_____ _____

Printed Name | Title

North Carolina Cooperative Liquid Assets Securities System
(North Carolina CLASS)

Indenture of Trust

(Dated and Effective as of March 1, 2023)

TABLE OF CONTENTS

Page

ARTICLE I THE TRUST 2

1.1 Name 2
1.2 Purpose; Participant Requirements 2
1.3 Contributions 2
1.4 Location 2
1.5 Nature of Trust 3
1.6 Definitions 3

ARTICLE II THE PARTICIPANTS 5

2.1 General Powers 5
2.2 Exercise of Participants' Rights 5
2.3 Voting 5
2.4 Participant Right to Require a Vote of the Board 5
2.5 Inspection of Records 6
2.6 Meetings of the Participants 6
2.7 Notice to Participants 6
2.8 Proxies 6
2.9 Record Date of Meetings and Votes 7
2.10 Number of Votes 7

ARTICLE III THE BOARD OF TRUSTEES 7

3.1 General Powers 7
3.2 Annual Report 8
3.3 Other Reports 8
3.4 Legal Title 8
3.5 Execution of Documents 8
3.6 Delegation; Committees, Bylaws; Policies; Procedures 8
3.7 Fiscal Year; Accounts 9
3.8 Payment of Expenses 9
3.9 Payment of Taxes 9
3.10 Insurance 9
3.11 Power to Contract, Appoint, Retain, and Employ 10
3.12 Seal 10
3.13 Information Statements 10
3.14 Trustees; Signatory Public Agencies and Participants 11
3.15 Further Powers 11

ARTICLE IV ADMINISTRATOR 11

4.1 Appointment 11
4.2 Duties of the Administrator 11
4.3 Termination 11
4.4 Successors 11

ARTICLE V CUSTODIAN 12

5.1 Appointment 12
5.2 Duties of the Custodian 12
5.3 Termination 12
5.4 Successors 12

ARTICLE VI INVESTMENT ADVISOR 12

TABLE OF CONTENTS
(continued)

Page

6.1 Appointment 12
6.2 Duties of the Investment Advisor 12
6.3 Termination 12
6.4 Funds 12
6.5 Individualized Subaccounts 13
6.6 Successors 13

ARTICLE VII INVESTMENTS 13

7.1 Statement of Investment Objective 13
7.2 Restrictions Fundamental to the Trust 13
7.3 Permitted Investments 14
7.4 Disposition of Assets 14
7.5 Collection 14
7.6 Deposits 15
7.7 Valuation 15
7.8 Amendment of Restrictions 15

ARTICLE VIII LIMITATIONS OF LIABILITY 15

8.1 Liability to the Trust or to the Participants 15
8.2 Indemnification 16
8.3 Surety Bonds 16
8.4 Recitals 16
8.5 Reliance on Experts 16

ARTICLE IX INTERESTS OF PARTICIPANTS 17

9.1 General 17
9.2 Allocation of Shares 17
9.3 Evidence of Share Allocation 17
9.4 Redemption to Maintain Constant Net Asset Value for Constant Net Asset Value Funds 17
9.5 Redemptions 18
9.6 Suspension of Redemption; Postponement of Payment 18
9.7 Minimum Redemption 18
9.8 Defective Redemption Requests 18

ARTICLE X RECORD OF SHARES 19

10.1 Share Records 19
10.2 Maintenance of Records 19
10.3 Owner of Record 19
10.4 No Transfer of Shares 19
10.5 Limitation of Responsibility 19
10.6 Notices 19

ARTICLE XI TRUSTEES AND OFFICERS 20

11.1 Number and Qualification 20
11.2 Term 20
11.3 Resignation and Removal 20
11.4 Officers 20
11.5 Meetings 20

TABLE OF CONTENTS
(continued)

Page

ARTICLE XII DETERMINATION OF NET ASSET VALUE AND NET INCOME 20

12.1 Net Asset Value 20
12.2 Constant Net Asset Value; Reduction of Allocated Shares 20
12.3 Retained Reserves 21

ARTICLE XIII RECORDING OF INDENTURE 21

13.1 Recording 21

ARTICLE XIV AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST 21

14.1 Amendment to Indenture or Permitted Investments List; Termination 21
14.2 Distribution upon Termination 22
14.3 Duration 22

ARTICLE XV MISCELLANEOUS 23

15.1 Governing Law; Venue 23
15.2 Electronic Signatures 23
15.3 Section Headings 23
15.4 Counterparts 23
15.5 Reliance by Third Parties 23
15.6 Provisions in Conflict with Law 24
15.7 Adoption by Local Government Units; Written Investment Policies of Participants; Resignation and Withdrawal of Participants 24

A NORTH CAROLINA STATUTORY TRUST
INDENTURE OF TRUST

WITNESSETH:

WHEREAS, the provisions of Section 159-30(c)(10) of Article 3 of Chapter 159 of the General Statutes of North Carolina, as amended and as may be further amended from time to time ("N.C.G.S.") entitled "The Local Government Budget and Fiscal Control Act" (the "Act") authorize any local government or public authority of the State of North Carolina (as each such term is defined in the Act) (a "Local Government Unit") to invest moneys in a commingled investment pool established by interlocal agreement pursuant to N.C.G.S. Chapter 160A, Article 20 (an "Investment Pool") if the investments of the Investment Pool are limited to those qualifying for investment under N.C.G.S. Section 159-30 governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, it is the intent of the Local Government Units that are a signatory hereto (the "Signatory Local Government Units") to create an investment pool, known as the North Carolina Cooperative Liquid Assets Securities System as a statutory trust created by interlocal agreement (the "Trust"), solely for North Carolina Local Government Units, and that this Indenture of Trust (the "Indenture") shall serve as the agreement for such purpose;

WHEREAS, it is the intent and purpose of this Indenture to provide for the investment and deposit of pooled funds by the Signatory Local Government Units only in Permitted Investments;

WHEREAS, each of the Signatory Local Government Units has determined that establishment of and participation in the Trust serves a governmental purpose for such Signatory Local Government Unit, including, but not limited to, providing for the investment and deposit of their idle funds subject to the limitations of the Act, and by entering into the Interlocal Agreement, the Signatory Local Government Units are able to take advantage of pooling their investments with other Local Government Units to increase the investments available to the Trust and to lower costs associated with the investment of their funds;

WHEREAS, under the authority of resolutions duly adopted by their respective governing bodies, the Signatory Local Government Units have entered into an Interlocal Agreement dated March 1, 2023 (the "Interlocal Agreement") pursuant to N.C.G.S. Chapter 160A, Article 20 in which the Signatory Local Government Units have agreed to create the Trust as an investment pool pursuant to this Indenture, which action serves a governmental purpose for such Local Government Units;

WHEREAS, each of the Signatory Local Government Units has undertaken all official action necessary and appropriate to become a party to the Interlocal Agreement and this Indenture for the purpose of establishing and participating in the Trust;

WHEREAS, the beneficial interests in the assets of the Trust funds created pursuant to the provisions of this Indenture shall be divided into non-transferable Shares;

WHEREAS, the Signatory Local Government Units anticipate that other Local Government Units may wish to become Participants by becoming parties to the Interlocal Agreement, approving this Indenture and becoming a party hereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise, and agree for themselves, their respective representatives, successors, and assigns that all moneys, assets, securities, funds, and property now or hereafter acquired by the Trustees, their

successors and assigns under this Indenture shall be held and managed in trust for the equal and proportionate benefit of the Participants of record from time to time of Shares of beneficial interests herein, without privilege, priority, or distinction among such holders, and subject to the terms, covenants, conditions, purpose, and provisions hereof.

ARTICLE I
THE TRUST

1.1 Name. Pursuant to the terms of this Indenture, a North Carolina trust is hereby established and the name of the trust shall be North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS). The Board shall conduct the Trust's activities, execute all documents, and sue or be sued under that name. The Board may use such other designations, including "North Carolina CLASS," or "NCCLASS," and may adopt such other name or names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as it, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the State of North Carolina or the United States of America so as to protect and reserve the right of the Trust in and to such names.

1.2 Purpose; Participant Requirements.

(a) The purpose of the Trust is to provide a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting Local Government Units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 governing the investment of monies of a Local Government Unit.

(b) Only those Local Government Units that have adopted this Indenture, have executed and delivered an interlocal agreement with the other Local Government Units pursuant to § 160A-460 through 160A-464 of the General Statutes of North Carolina, as amended, and have complied with the provisions hereof are Participants.

(c) Each Local Government Unit taking all official action necessary to become a party to the Interlocal Agreement and this Indenture and executing the Interlocal Agreement and this Indenture, and otherwise complying with the provisions hereof, shall become a Participant upon depositing into the Trust the minimum total investment as that amount is established, from time to time, by the Board.

1.3 Contributions.

(a) The Board will hold in the Trust all such funds contributed by Participants for investment by the Board. No Participant will be required to appropriate funds or to levy taxes for investment in the Trust.

(b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Indenture. The Trustees accept the Trust and agree to perform the duties, responsibilities and obligations under this Indenture allocated to them as fiduciaries.

1.4 Location. The Trust shall maintain an office of record in the State of North Carolina that shall be the repository for the primary records of the Trust and may maintain such other offices or places of business as the Board may from time to time determine. The office of record may be changed from time

to time by resolution of the Board and notice of such change of the office of record shall be given to each Participant.

1.5 Nature of Trust.

(a) The Trust shall be a trust organized and existing under the laws of the State of North Carolina. The Participants shall be beneficiaries of the Trust, and their relationship to the Trust shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) The Indenture is an agreement of indefinite term regarding deposit, redeposit, investment, reinvestment, and withdrawal of local government funds in accordance with the Local Government Finance Act and other laws of the State of North Carolina.

(c) The Board may authorize the creation of one or more different portfolios, including portfolios that do not seek to maintain a stable net asset value, provided that each such portfolio shall conform in all respects to the requirements of this Indenture.

(d) The Board may authorize the use of the names North Carolina CLASS and NCCLASS in conjunction with other products and services that provide investment, financial, or other cash management services to Local Government Units.

(e) Pursuant to Section 115 of the Code, the Trust is intended to be exempt from income tax. The Trustees shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Code.

(f) This Indenture shall be construed and the Trust operated in a manner consistent with the intention that the Trust is to be exempt from income tax.

(g) The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. In the furtherance of their duties under this Indenture, the Trustees may rely on an opinion of independent counsel that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust.

1.6 Definitions. As used in this Indenture, the following terms shall have the following meanings:

"Additional Funds" shall have the meaning set forth in Section 6.4 herein.

"Administrative Agreement" shall mean the agreement between the Board on behalf of the Trust and the Administrator.

"Administrator" shall mean the person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article IV hereof.

"Authorized Representative" shall mean the finance officer of each Participant. Such Authorized Representative shall be the legal representative to act for and on behalf of each Participant.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in Raleigh, North Carolina, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Board" shall mean the Board of Trustees as designated by the Signatory Local Government Units to administer and supervise the affairs of the Trust and such new or successor Trustees as shall be appointed as provided in Bylaws.

"Bylaws" shall mean the bylaws of the Trust as may be amended from time to time.

"Constant Net Asset Value Funds" means the Prime Fund and any Additional Funds that maintain a constant net asset value per Share.

"Custodian" shall mean any person or persons appointed, employed, or contracted with by the Investment Advisor on behalf of the Trust pursuant to Article V hereof.

"Custodian Agreement" shall mean the agreement between the Board on behalf of the Trust and the Custodian.

"Funds" shall have the meaning set forth in Section 6.4 herein

"Indenture" shall mean this Indenture of Trust as may be amended from time to time.

"Information Statement" shall mean an information statement or other descriptive document adopted as such by the Board from time to time and distributed to Participants and potential Participants.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article VI hereof and shall include any authorized representative of the Investment Advisor.

"Investment Advisor Agreement" shall mean the agreement between the Board on behalf of the Trust and the Investment Advisor.

"Investment Policy" shall mean the investment policy established by the Board pursuant to Section 7.1 herein.

"Local Government" has the meaning set forth in the recitals.

"Local Government Unit(s)" has the meaning set forth in the recitals.

"N.C.G.S." means North Carolina General Statutes, as amended from time to time.

"Participants" shall mean the Local Government Units that are the Signatory Local Government Units as of the date this Indenture and any other Local Government Unit that becomes a participant in the Trust by the execution and delivery of an amendment or joinder to the Interlocal Agreement and complying with the other requirements of the Interlocal Agreement.

"Permitted Investments" has the meaning set forth in the recitals.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks,

trust companies, land trust, business trust, or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"Prime Fund" shall have the meaning set forth in Section 6.4 herein.

"Public Body" has the meaning set forth in the recitals.

"Responsible Person" shall mean a person listed on the United States Treasury Department List of Primary Dealers or any equivalent successor to such list, or a savings and loan or a bank that is organized and existing under the laws of the United States of America or any state thereof and that has assets in excess of $500 million.

"Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Trust Property as described in Article IX.

"Signatory Local Government Unit" has the meaning set forth in the recitals.

"Trust" shall mean the trust created by this Indenture.

"Trust Property" shall mean, as of any particular time, any and all moneys, properties, rights, or otherwise, tangible or intangible, that is transferred, conveyed, or paid to the Trust and all income, profits, and gains therefrom and which, at such time, is owned or held by, or for the account of, the Trust.

"Trustee" shall mean any member of the Board.

ARTICLE II
THE PARTICIPANTS

2.1 **General Powers**. Subject to the provisions of this Indenture, the Participants shall have full, exclusive, and absolute power of supervision over the Trust and the affairs of the Trust.

2.2 **Exercise of Participants' Rights**. All rights of the Participants as set forth in this Indenture shall be exercised by their respective Authorized Representative. Wherever in this Indenture action is required by or permitted by a Participant, such action shall be taken by the Authorized Representative on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Authorized Representative. Each Participant's Authorized Representative shall be responsible for the management, supervision and investment of such Participant's idle funds invested in the Trust.

2.3 **Voting**. Each Participant, through its Authorized Representative, shall be entitled to one vote as a matter of right with respect to the following matters:

(a) Amendment of this Indenture;

(b) Termination of the Trust; and

(c) Reorganization of the Trust.

It shall not be necessary for any minimum number of Shares other than one to be allocated to a Participant for the Participant to be entitled to vote.

2.4 **Participant Right to Require a Vote of the Board**. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten

percent of the Participants, have the right to require a vote by the Board related to questions or consideration of such matters as determined by such Participants. Within 90 days of receipt of such instrument(s) or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument(s) and be required to take action on the matter.

2.5 Inspection of Records. The records of the Trust shall be open to inspection by Participants at all reasonable times, provided that five (5) days written notice thereof is given to each of the Trustees.

2.6 Meetings of the Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Board and shall be called upon written request of the lesser of 25 or ten percent of the Authorized Representatives. Such request shall specify the purpose(s) for which such meeting is to be called. Any such meeting shall be held within the State of North Carolina at such place, on such day and at such time as the Board shall designate, provided that a meeting requested by the Authorized Representatives shall be held within 60 days of such request or on such other date contained in the request but not less than 30 days from the date of the request.

(b) A majority of the Authorized Representatives entitled to vote shall constitute a quorum. An Authorized Representative may vote in person or by proxy (to the extent permitted by law). Any Authorized Representative may attend by conference telephone or similar communication equipment if all persons participating are able to communicate with each other.

(c) All meetings of Participants shall comply with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Section 143-33C.

2.7 Notice to Participants.

(a) Any notice required to be given to the Participants including notice of all meetings of the Participants shall be given by delivering by mail or electronically the notice to the Authorized Representative of each Participant at the address shown in the records of the Trust.

(b) In the case of a meeting of the Participants any notice shall be delivered at least 20 days before the meeting. The notice shall state the time, place, and purposes of the meeting. Only business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice.

(c) The Board may authorize the Administrator to maintain a website with respect to the Trust. Notices required to be given to the Participants may be posted to such website; provided, however, the Administrator shall post all notices to the website to the extent such notices are required to be posted on the website by applicable law, including, without limitation, with N.C.G.S. Section 143-33C.

(d) All notices to Participant shall comply with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Section 143-33C.

2.8 Proxies.

(a) At any meeting of the Participants, any Authorized Representative entitled to vote may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Trust or with such other officer or agent of the Trust as the Secretary of the Trust may direct. Pursuant to a resolution of a majority of the Board, proxies may be solicited in the name

of one or more of the officers of the Trust. All proxies shall be revocable at the option of the Authorized Representative at any time prior to the vote.

(b) A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless another Participant challenges the validity of such proxy at or prior to the vote. The burden of proving invalidity of a proxy shall rest on the challenger. Those Participants not involved in the challenge shall determine any such challenge, and their decision shall be final.

2.9 Record Date of Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or for the purpose of any other action, the Board may fix a date no more than 30 days prior to the date of any meeting or vote of the Participants or other action as a record date for delivering notice to the Participants. No Participant shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, unless it has a minimum of one Share allocated to it as of the record date. Any Participant becoming such prior to the meeting shall be entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote and to be treated as a Participant for all purposes.

2.10 Number of Votes. Only Participants of record shall be entitled to vote, and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it. The approval of at least a majority of those voting shall be sufficient to approve any action at a meeting of the Participants except as provided in Sections 7.8 and 14.1.

ARTICLE III
THE BOARD OF TRUSTEES

3.1 General Powers.

(a) Subject to the rights of the Participants as provided herein, the Board shall have the authority over the Trust Property and the affairs of the Trust in order to administer the operation of the Trust, subject to the requirements, restrictions and provisions of this Indenture, including the power to delegate such functions of administration pursuant to Section 3.9 hereof. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture, as are necessary and proper for the administration of the Trust and the investment of the Trust Property. as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to the Trustees by this Indenture. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court. The Board shall invest the assets of the Trust with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation, but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

(b) As set forth in Section 1.3 herein, Participants are not required to appropriate funds or to levy taxes for investment in the Trust. Further, Trustees shall neither have the right nor the obligation to require or collect contributions from the Participants or to enforce or attempt to enforce any agreement that may attempt to require contributions to the Trust. The Trustees shall be accountable only for transfers and contributions made to the Trust in accordance with the terms of this Indenture.

3.2 Annual Report. The Board shall cause to be prepared at least annually:

(a) A report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with United States generally accepted accounting principles;

(b) An opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with United States generally accepted auditing standards;

(c) Sufficient information to establish compliance with the investment policy established in this Indenture; and

(d) Such other information as may be required by N.C.G.S. or by rules and regulations promulgated thereunder.

The Board shall cause copies of the annual report, together with the most recent Information Statement, to be delivered to all Participants of record within five Business Days from the receipt thereof.

3.3 Other Reports. The Board may also furnish to the Participants additional reports of operations and such other information as the Board may determine or as may be required by North Carolina law or by rules and regulations promulgated thereunder.

3.4 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners; provided, however, the Trustees may cause legal title to all or a portion of the Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, disqualification pursuant to the terms of this Indenture, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

3.5 Execution of Documents. All documents or instruments that require a signature shall be signed by the Chair or by such other person as so designated by resolution of the Board. The Board may authorize the use of facsimile, electronic or other legal signatures.

3.6 Delegation; Committees, Bylaws; Policies; Procedures. The Board shall have full and complete power to delegate, from time to time, to one or more Trustees (who may be designated as constituting a committee of the Board) or to officers, employees, or agents of the Trust (including without limitation the Administrator, the Custodian, and/or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time to time, amend or repeal Bylaws, policies, or procedures for the conduct of the business of the

Trust. Such Bylaws, policies, or procedures may, among other things, define the duties of the respective officers, agents, employees, and representatives of the Trust.

3.7 Fiscal Year; Accounts. The Board shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Board, the fiscal year of the Trust shall commence on January 1 and terminate on December 31.

3.8 Payment of Expenses.

(a) The Board shall have full and complete power:

(i) To incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(ii) To reimburse others for the payment therefore; and

(iii) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Board has contracted or transacted business.

The Trustees may delegate the foregoing to the Administrator.

(b) The Trustees shall not be paid compensation for their general services as such. Trustees may be reimbursed for expenses reasonably incurred on behalf of the Board and for attendance at Board meetings and other Trust related activities.

(c) In no event shall the expenses of administration of the Trust be payable from any source other than Trust Property.

3.9 Payment of Taxes. The Board shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

(b) To dispute, settle and compromise tax liabilities; and

(c) To file such tax returns as may be required to be filed by the applicable taxing authority.

The Trustees may delegate the foregoing to the Administrator.

3.10 Insurance. At all times, the Board, through the Administrator, shall maintain insurance policies insuring the Trust, the Trustees, officers, employees, and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability. The Board shall have full power and authority to purchase and pay for such insurance entirely out of the Trust Property. Such insurance policies shall be in such amounts as the Board shall deem adequate to cover

all foreseeable tort and contract liability to the extent available at reasonable rates, and as set forth in Section 8.5, the Board may rely on the advice of experts in determining such amounts.

3.11 Power to Contract, Appoint, Retain, and Employ.

(a) The Board is responsible for the investments of the Trust consistent with the Investment Policy and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors, or independent contractors of the Trust. The Trustees are not required to conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain, or contract on behalf of the Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, to:

(i) Serve as Investment Advisor to the Trust;

(ii) Serve as Administrator of the Trust;

(iii) Serve as Custodian for the Trust;

(iv) Furnish reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;

(v) Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;

(vi) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments and in the handling, prosecuting, or other enforcement of any lien or security securing investments; or

(vii) Assist in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Administrator and as the Investment Advisor, but no person serving as the Administrator or the Investment Advisor may serve as the Custodian.

3.12 Seal. The Board shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Board, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument, or other paper executed and delivered by or on behalf of the Trust.

3.13 Information Statements. The Board shall have full and complete power to prepare, publish, and distribute to the Participants or potential Participants one or more Information Statements regarding the Trust and to amend or supplement the same from time to time. The Information Statement for a particular fund shall include but not be limited to the following information related to such fund:

(a) Credit standards for Trust investments;

(b) The safekeeping practices utilized for the Trust;

(c) Maximum and minimum account sizes;

(d) Maximum and minimum transaction sizes for deposits to and withdrawals from Participants' accounts;

(e) Instructions for establishing accounts and making deposits to and withdrawals from Participants' accounts;

(f) The procedures for determining the value of the Trust Property and the net asset value per Share; and

(g) The method for disclosure of administrative and associated costs incurred by the Trust.

3.14 Trustees; Signatory Public Agencies and Participants. No Signatory Local Government Unit or Participant, nor any of their respective officers, employees, agents or representatives shall have any liability under this Indenture as a result of service by its Authorized Representative as a Trustee.

3.15 Further Powers. The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such documents, instruments and certificates as they deem necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of the Trust although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Board in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Board.

ARTICLE IV
ADMINISTRATOR

4.1 Appointment. The Board shall appoint one or more persons to serve as the Administrator of the Trust.

4.2 Duties of the Administrator. The duties of the Administrator shall be those set forth in an Administrative Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administrative Agreement. The Administrative Agreement may authorize the Administrator to employ other Persons to assist it in the performance of its duties.

4.3 Termination. Any Administrative Agreement shall provide that it may be terminated without cause and without the payment of any penalty on at least 90 days' written notice. Nothing in this Indenture or in the Administrative Agreement shall limit or impair the right of the Board to terminate the Administrative Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administrative Agreement or any of its fiduciary obligations to the Trust.

4.4 Successors. In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board shall appoint, employ, or contract with a successor.

ARTICLE V
CUSTODIAN

5.1 **Appointment**. The Board shall select and employ, with the advice of the Investment Advisor, a bank, savings and loan association or trust company in the State of North Carolina or otherwise in accordance with N.C.G.S. Section 159-31 as Custodian.

5.2 **Duties of the Custodian**. The duties of the Custodian shall be those set forth in a Custodian Agreement. Such duties may be modified by the Trustees, from time to time, by the amendment of the Custodian Agreement. The Custodian will have the authority as agent of the Board, subject to the restrictions and limitations set forth in this Indenture and the Custodian Agreement. The Custodian shall agree to act in accordance with the instructions of the Investment Advisor.

5.3 **Termination**. The Custodian may resign on not less than 90 days' written notice to the Board and may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than 90 days' written notice to the Custodian.

5.4 **Successors**. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint, employ or contract with a successor.

ARTICLE VI
INVESTMENT ADVISOR

6.1 **Appointment**. The Board may appoint one or more persons to serve as the Investment Advisor of the Trust.

6.2 **Duties of the Investment Advisor**. The duties of the Investment Advisor shall be those set forth in an Investment Advisor Agreement to be entered into between the Board on behalf of the Trust and the Investment Advisor. Such duties may be modified by the Board from time to time. The Board may authorize the Investment Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Board or may authorize any officer, employee, agent, or member of the Board to effect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Board. The Investment Advisor Agreement may authorize the Investment Advisor to employ other persons to assist in the performance of the duties set forth in the Investment Advisor Agreement. The Investment Advisor shall at no time have custody of, or physical control over, any of the investment property.

6.3 **Termination**. The Investment Advisor may resign on not less than 90 days' written notice to the Board and may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than 90 days' written notice to the Investment Advisor.

6.4 **Funds**. The Investment Advisor shall cause the Custodian to establish a primary fund (the "Prime Fund") for the investment of idle funds of the Participants. The Prime Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in this Indenture and the Investment Policy (collectively, the "Investment Policy of Prime Fund"). Notwithstanding anything in this Indenture to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated funds, in addition to the Prime Fund, with specified investment characteristics (the "Additional Funds" and, together with the Prime Fund, the "Funds"). The Investment Advisor may cause the Custodian to establish such Additional Funds once the Board or its designee has approved in writing the investment characteristics of such Additional Funds. If established, any such Additional Fund

shall consist only of Permitted Investments, and the investment characteristics of each such Additional Fund shall be set forth in a separate Information Statement. The establishment of such Additional Funds shall not be deemed an amendment of this Indenture. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may choose to provide for a separate rating on each such Fund. All provisions of this Indenture and the Investment Advisor Agreement shall apply to any such Funds.

6.5 Individualized Subaccounts. Notwithstanding anything in this Indenture to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Indenture. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees. A Participant in its sole discretion may request that the Investment Advisor create such proposed individualized subaccounts within any Fund on behalf of such Participant. Any subaccount that is created pursuant to this Section 6.5 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such subaccount are amended by the specific Participant having such subaccount. To amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such subaccount. Such investment policy may not be broader than the Investment Policy of the Prime Fund, or if a subaccount is created for an Additional Fund, such investment policy may not be broader than the investment policy of such Additional Fund and in no case shall it be broader than the Investment Policy and Permitted Investments. The establishment of such subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of this Indenture. The Investment Advisor shall calculate the return realized by such subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

6.6 Successors. In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board shall appoint, employ, or contract with a successor.

ARTICLE VII
INVESTMENTS

7.1 Statement of Investment Objective. The Trust is a local government investment pool trust and is established to provide safety, liquidity, service, and income to Local Government Units by investing in Permitted Investments in accordance with this Indenture, the Act and any other applicable provisions of law, as the same may be amended from time to time. The Board shall adopt an investment policy to achieve this objective (the "Investment Policy").

7.2 Restrictions Fundamental to the Trust. Notwithstanding anything in this Indenture that may be deemed to authorize the contrary, the Board:

(a) May not make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and are consistent with the Investment Policy, and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same may be amended from time to time, provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's investment policy or elsewhere;

(b) May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments except as a temporary measure to facilitate

withdrawal requests that might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law;

(c) May not hold or provide for the custody of any Trust Property in a manner not authorized by law or by any institution or person not authorized by law; and

(d) May not buy securities from or sell securities to the Administrator, the Investment Advisor, the Custodian, or any Trustee or any affiliate, officer, director, employee, or agent of any of them.

7.3 Permitted Investments. The Board shall have full and complete power:

(a) to conduct, operate, and provide investment programs for the pooling of surplus funds of Local Government Units to take advantage of short-term investments and maximize net interest earnings;

(b) for such consideration as it may deem proper and as may be required by law, to deposit, to subscribe for, invest in, assign, transfer, exchange, distribute, and otherwise deal in or dispose of investment instruments that are Permitted Investments; and

(c) to contract for and enter into agreements with respect to the purchase and sale of Permitted Investments.

7.4 Disposition of Assets. The Board, through the Investment Advisor, shall have full and complete power to sell, exchange, or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements, and reservations as they shall deem proper and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

7.5 Collection. The Board shall have full and complete power:

(a) to collect, sue for, receive, and receipt for all sums of money or other property due to the Trust;

(b) to consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations;

(c) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the Trust Property;

(d) to foreclose any collateral, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts by virtue of which any sums of money are owed to the Trust;

(e) to exercise any power of sale held by the Board and to convey good title thereunder free of any and all trusts and in connection with any such foreclosure or sale to purchase or otherwise acquire title to any property;

(f) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee, or other person, any securities, investments or obligations of any person who form a part of the Trust Property for the purpose of such reorganization or otherwise;

(g) to participate in any arrangement for enforcing or protecting the interests of the Trust as the owner or holder of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) to extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into release, agreements, and other instruments;

(i) to pay or satisfy any debts or claims upon any evidence that the Board shall deem sufficient; and

(j) to pursue any remedies permitted by law that in the judgment of the Board is in the interest of the Trust.

7.6 Deposits. Subject to the provisions of N.C.G.S. Sections 159-31 and 159-32, in such manner as may now and hereafter be permitted by this Indenture and applicable law, the Board shall have full and complete power to deposit any moneys or funds included in the Trust Property with an eligible public depository. Such deposits are to be subject to withdrawal in such manner as the Board may determine, and the Board shall have no responsibility for any loss that may occur by reason of the failure of the bank, trust company, or other banking institution with which the moneys, investments, or securities have been deposited. During the term of any such deposit, each such bank, trust company, or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, with N.C.G.S. Sections 159-31 and 159-32.

7.7 Valuation. The Board shall have full and complete power to conclusively determine, in good faith, the value of any of the Trust Property and to revalue the Trust Property as the Board deems appropriate and consistent with the provisions of this Indenture. The procedures for valuing the Trust Property shall be set forth in the Information Statement.

7.8 Amendment of Restrictions. The restrictions set forth in Sections 7.2 and 7.3 hereof are fundamental to the operation and activities of the Trust and may not be changed without the affirmative vote of a majority of the Participants except that such restrictions may be changed by the Board so as to make Sections 7.2 and 7.3 hereof more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the State of North Carolina and the United States of America as they may from time to time be amended.

ARTICLE VIII
LIMITATIONS OF LIABILITY

8.1 Liability to the Trust or to the Participants. No Trustee, officer, or employee of the Trust shall be liable to the Trust or to any Participant, member of the Board, officer, employee, advisor, consultant, or agent of the Trust for any action or failure to act (including without limitation the failure to compel in any way any former or acting member of the Board to redress any breach of trust) except for bad faith, willful misfeasance, gross negligence, or reckless disregard of his or her duties. Any agreements with the Administrator, the Custodian, or the Investment Advisor shall provide for the liability of the Administrator, the Custodian, and the Investment Advisor, as the case may be, for a failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture. The provisions of this Section shall not limit the liability of any agent (including, without limitation, the Administrator, the Custodian, or the Investment Advisor) with respect to any breach of any contract between the agent and the Board.

8.2 Indemnification.

(a) The Trust shall indemnify, to the extent of the earnings of the Trust and the proceeds of any insurance policies, each of the Trustees and such officers or employees as designated by the Board to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred in connection with the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, in which the indemnified person may be involved or with which the indemnified person may be threatened, while in office or thereafter, by reason of being or having been a Trustee, officer, or employee except as to any matter as to which the indemnified person shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his or her duties or gross negligence or, in the case of the Investment Advisor or the Administrator, in violation of the restrictions on investments of the Trust Property.

(b) The provisions of this Section shall not be construed to permit the indemnification of any agent of the Trust with respect to any breach of a contract between the agent and the Board.

(c) As to any matter disposed of by a compromise payment by the Board or any Trustee, officer, employee, advisor, consultant, or agent pursuant to a consent decree or otherwise, no indemnification either for such payment or for any other expense shall be provided unless the Board, after consultation with counsel and other experts deemed necessary, has determined that such compromise payment is or was in the best interests of the Trust.

(d) No Participant shall be liable to any person with respect to any claim for indemnity or reimbursement and any Trustee, officer, employee, advisor, consultant, or agent may satisfy any right to indemnity or reimbursement granted herein or to which they may be otherwise entitled only out of the earnings on the Trust. The Board may make advance payments in connection with indemnification provided that the person indemnified shall have given a written undertaking to reimburse the Trust in the event that it is subsequently determined that the person is not entitled to such indemnification.

(e) To the extent permitted by applicable laws, the Board shall also have full and complete power to indemnify or enter into agreements with respect to indemnification with any other person with whom the Trust has dealings.

8.3 Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his or her duties.

8.4 Recitals. Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by the Trustee, officer, employee, or agent of the Trust only in his or her capacity as Trustee, officer, employee, or agent of the Trust. Any written instrument creating an obligation of the Trust is not personally binding upon nor shall resort be had to the property of any Trustee, Participant, Authorized Representative, officer, employee, or agent of the Trust and only the Trust Property or a specific portion thereof shall be bound.

8.5 Reliance on Experts. Each Trustee and each officer, employee, or agent of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or failure to act resulting from reliance in good faith upon the records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Administrator, the Custodian, the Investment Advisor, accountants, appraisers, or other experts or consultants selected by the Board or officers of the Trust.

ARTICLE IX
INTERESTS OF PARTICIPANTS

9.1 General. The beneficial interests of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Shares. Shares shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description is vested in the Trust on behalf of and for the beneficial interests of the Participants. The Participants shall have no interest in the Trust Property other than the beneficial interests conferred hereby and measured by their Shares, and the Participants shall have no right to call for any partition or division of any property, profits, rights, or interests of the Trust nor can the Participants be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them.

9.2 Allocation of Shares.

(a) In their discretion, the Board may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Trust Property) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Share as set forth in this Indenture with respect to the Prime Fund), and on such terms as the Board may deem best. In connection with any allocation of Shares, the Board may allocate fractional Shares. From time to time, the Board may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Trust. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share with respect to the Prime Fund as set forth in Section 12.2. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

(b) Shares may be allocated only to a Participant of the Trust in accordance with this Indenture. Any Participant may establish more than one subaccount within the Trust for such Participant's convenience.

(c) There is no minimum amount of funds that may be maintained in an account in the Trust by a Participant at any one time, and there shall be no limit on the maximum that may be maintained by a Participant in any account; provided that the Board may, by resolution, change the minimum or set a maximum.

(d) If the Board changes the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

9.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the records of the Trust, and the Trust shall not be required to issue certificates as evidence of Share allocation.

9.4 Redemption to Maintain Constant Net Asset Value for Constant Net Asset Value Funds. The Shares of the Trust with respect to Constant Net Asset Value Funds shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares in order to maintain the constant net asset value per Share.

9.5 Redemptions. Payments by the Trust to Participants, and the reduction of Shares resulting therefrom, are referred to in this Indenture as redemptions for convenience. Any and all allocated Shares may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Indenture. The Trust shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board in the current Information Statement applicable to such Fund; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust.

9.6 Suspension of Redemption; Postponement of Payment.

(a) Each Participant, by its execution of this Indenture, agrees that the Board may, without the necessity of a formal meeting of the Board, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period:

(i) During which there shall have occurred any state of war, national emergency, banking moratorium, or suspension of payments by banks in the State of North Carolina or any general suspension of trading or limitation of prices on the New York Stock Exchange or American Stock Exchange (other than customary weekend and holiday closing); or

(ii) During which any financial emergency when or if disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses that might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its assets.

(b) Such suspension or postponement shall not in and of itself alter or affect a Participant's beneficial interests hereunder.

(c) Such suspension of payment shall take effect at such time as the Board shall specify, and thereafter there shall be no right of redemption or payment until the Board shall declare the suspension or postponement at an end.

(d) The suspension or postponement shall terminate on the first day on which the period specified in (a) above shall have expired (as to which the determination of the Board shall be conclusive).

(e) In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either:

(i) Withdraw its request for redemption; or

(ii) Receive payment based on the net asset value existing after the termination of the suspension.

9.7 Minimum Redemption. There shall be a minimum of one Share that may be redeemed at any one time at the option of a Participant.

9.8 Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and the Participant will be required to resubmit a request for redemption.

ARTICLE X
RECORD OF SHARES

10.1 **Share Records**. The Trust shall maintain records that shall contain:

(a) The names and addresses of the Participants;

(b) The number of Shares representing their respective beneficial interests hereunder; and

(c) A record of all allocations and redemptions.

Such records shall be conclusive as to the identity of the Participants to which Shares are allocated. Only Participants whose allocation of Shares is recorded in the Trust records shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the Shares. No Participant shall be entitled to receive any distribution nor to have notices given to it until it has given its appropriate address to the Trust.

10.2 **Maintenance of Records**. The Administrator, or such other person appointed by the Board, shall record the allocations of Shares in the records of the Trust.

10.3 **Owner of Record**. No Person becoming entitled to any Shares in consequence of the bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated unless such Person is otherwise qualified to become a Participant. If not qualified, such Person shall present proof of entitlement to the Board and if the Board, in its sole discretion, deems appropriate then be entitled to the redemption value of the Shares.

10.4 **No Transfer of Shares**. The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, Shares may be redeemed from one Participant's account and the proceeds deposited directly into another Participant's account upon instructions from an Authorized Representative of the respective Participant.

10.5 **Limitation of Responsibility**. The Board shall not, nor shall the Participants or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge, or equity to which any of the Shares or any interest therein are subject or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of moneys by the Participant in whose name any Share is recorded or by the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all responsibility to see the proper application thereof.

10.6 **Notices**. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if electronically or mailed, postage prepaid, addressed to Participants of record at the electronic or physical mailing addresses recorded in the records of the Trust.

ARTICLE XI
TRUSTEES AND OFFICERS

11.1 **Number and Qualification**. The Trustees shall be appointed as set forth in the Bylaws. The Board may, at any time and from time to time, increase the number of Trustees and set the initial terms for each additional Trustee; provided however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). In the event the Board approves such an increase, the Board shall appoint qualified Authorized Representatives to a term not to exceed three years. By resolution, the Board may decrease the number of Trustees (but to never less than three) by not filling expiring terms.

11.2 **Term**. The term of office for a Trustee shall be three years (or less for certain initial Trustees or Trustees appointed upon expansion of the Board) or until a successor has been appointed and qualified, and such term shall begin at the meeting following the appointment. The terms shall be fixed so that approximately one-third of the terms expire annually. Trustees may succeed themselves in office.

11.3 **Resignation and Removal**. Any Trustee may resign or be removed as set forth in the Bylaws.

11.4 **Officers**. The Board shall annually elect officers as set forth in the Bylaws.

11.5 **Meetings**.

(a) All meetings of the Board shall at all times be in compliance with the laws of North Carolina, including, but not limited to, Article 33C of Chapter 143 (Open Meetings) North Carolina General Statutes ("N.C.G.S."), as amended.

(b) Meetings of the Board shall be called and held as set forth in the Bylaws.

ARTICLE XII
DETERMINATION OF NET ASSET VALUE AND NET INCOME

12.1 **Net Asset Value**. The net asset value of each allocated Share of the Trust shall be determined once on each Business Day at such time as the Board by resolution may determine. The method of determining net asset value shall be established by the Board and will be set forth in the Information Statement for such Fund.

12.2 **Constant Net Asset Value; Reduction of Allocated Shares**.

(a) As it pertains to the Prime Fund and any other Constant Net Asset Value Fund, the Board shall determine the net income (loss) of the Trust once on each Business Day and such net income (loss) shall be credited proportionately to the accounts of the Participants in such manner that the net asset value per Share of the Trust shall remain at $1.00. Any change in the constant dollar value shall be made on a pro rata basis by increasing or reducing the number of each Participant's Shares. The method used for the determination of the net income of the Trust and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Board and may be set forth in the Information Statement. The duty to make the daily calculations may be delegated by the Board to the Administrator, the Custodian, the Investment Advisor, or such other person as the Board by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. Each Participant will be deemed to have agreed to such reduction by its investment in the Trust and its adoption of this Indenture. The purpose of the foregoing procedure is to permit the net asset value per Share of the Trust to be maintained at $1.00.

(b) The Board may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by notice to the Participants and in the Information Statement applicable to such Fund.

(c) Nothing in this Section prohibits the Board from establishing one or more Additional Funds pursuant to Section 6.4. Such Additional Funds may not be managed to maintain a constant net asset value as described in this Section provided that Participants that invest in such Additional Fund are provided notice thereof prior to such investment.

12.3 Retained Reserves. The Board may retain from earnings of the Trust in such amounts as deemed necessary to pay the expenses of the Trust and to meet other obligations of the Trust. In addition, the Board shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

ARTICLE XIII
RECORDING OF INDENTURE

13.1 Recording. This Indenture and any amendments hereto may be filed, registered, recorded, or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Board may deem appropriate. An amended Indenture, containing or restating the original Indenture and all amendments therefore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture and the various amendments thereto. Each amendment so filed, recorded, or lodged shall be accompanied by a resolution of the Board reflecting the amendment and its effective date.

ARTICLE XIV
AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

14.1 Amendment to Indenture or Permitted Investments List; Termination.

(a) The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Article II hereof; provided, however, any amendment of Sections 7.2 and 7.3 shall also be subject to Section 7.8. The Board may, from time to time by a two-thirds vote of the Trustees and after 30 days prior written notice to the Participants, amend or alter the provisions of the Indenture without the vote or assent of the Participants, that the Board, in good faith deems necessary or convenient for the administration and operation of the Trust or to the extent deemed by the Board in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section that would:

(i) Change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust or that would diminish or eliminate any voting rights of the Participants except with the vote or written consent of two-thirds of the Participants entitled to vote thereon;

(ii) Cause any of the investment restrictions contained herein to be less restrictive without the vote or written consent of a majority of the Participants entitled to vote thereon;

(iii) Change the limitations on personal liability of the Participants and Trustees; or

(iv) Change the prohibition of assessments upon Participants.

(b) A certification signed by a majority of the Board setting forth an amendment and reciting that it was duly adopted by the Participants or by the Board or a copy of the Indenture, as amended, executed by a majority of the Board shall be conclusive evidence of such amendment.

(c) The Trust may be terminated by the vote of the majority of authorized Trustees, subject to the vote or written consent of Participants holding at least a majority of the Shares. Upon the termination of the Trust:

(i) The Trust shall carry on no business except for the purpose of terminating the Trust;

(ii) The Board shall proceed to terminate the Trust, and all of the powers of the Board and the Trustees under this Indenture shall continue until the affairs of the Trust have been terminated including without limitation the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Trust Property to one or more Persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay its liabilities and do all other acts appropriate to liquidate its assets; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Board; and

(iii) After paying or adequately providing for the payment of all liabilities and upon receipt of such releases, indemnities, and refunding agreements as they deem necessary for their protection, the Board may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(d) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Board shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Board shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title, and interest of all Participants shall cease and be canceled and discharged.

14.2 Distribution upon Termination. Upon the termination of the Trust, the Trustees shall, after paying or making provision for the payment of all of the liabilities of the Trust, dispose of all of the assets of the Trust exclusively for the purposes of the Trust, in such manner, or to such organization(s) organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization(s) under Section 501(c)(3) of the Code, or the corresponding provisions of any subsequent federal tax laws, as the Trustees shall determine. Any such assets not so disposed of shall be disposed of by the court of general jurisdiction in the county in which the principal office of the Trust is then located, exclusively for such purposes or to such organization or organizations as such court shall determine.

14.3 Duration. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Indenture.

ARTICLE XV
MISCELLANEOUS

15.1 Governing Law; Venue.

(a) This Indenture shall be governed by and interpreted in accordance with the laws of the State of North Carolina. All references to particular statutes shall mean as amended or replaced from time to time.

(b) Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Indenture shall lie in a court of competent jurisdiction in the State of North Carolina.

15.2 Electronic Signatures. The parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. The parties agree that any electronically signed document (including this Indenture) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

15.3 Section Headings. Any headings preceding the text of the several Articles and Sections of the Indenture and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect.

15.4 Counterparts. This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

15.5 Reliance by Third Parties. Any certificate executed by an individual who, according to the then current records of the Trust, appears to be a Trustee hereunder or the Chair, Vice-Chair, Secretary or Treasurer of the Trust certifying to:

(a) The number or identity of the Trustees or Participants;

(b) The due authorization of the execution of any instrument or writing;

(c) The form or results of any vote passed at a meeting of the Board or by the Participants;

(d) The fact that the number of the Trustees or Participants present at any meeting or executing any written instruments satisfies the requirements of this Indenture;

(e) The form of any bylaws, policies, or procedures adopted by the Board;

(f) The identity of any officers elected by the Board; or

(g) The existence of any fact or facts that in any manner relate to the affairs of the Trust,

shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Board or the Trust and their successors.

15.6 Provisions in Conflict with Law. The provisions of this Indenture are severable and if the Board shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or North Carolina laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture; provided, however, that such a determination by the Board shall not affect or impair any of the remaining provisions of this Indenture or render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination.

15.7 Adoption by Local Government Units; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.

(a) Any Local Government Unit meeting the requirements hereof may become a Participant of the Trust by:

(i) taking all required official action to adopt a resolution authorizing the execution of the Interlocal Agreement and this Indenture and providing a certified copy of such to the Board; and

(ii) executing an amendment or joinder agreement to the Interlocal Agreement and providing a certified copy of such to the Board.

(b) Such Local Government Unit shall execute and deliver an original executed counterpart of an amendment or joinder agreement to this Indenture.

(c) By joining in this Indenture, each Participant represents and agrees that to the extent it maintains a written investment policy, such investment policy shall permit the investment of such Participant's funds consistent with the provisions of this Indenture and the Permitted Investments list, as each of the same is amended from time to time.

(d) Any Participant may resign and withdraw from the Trust by sending written notice of such withdrawal to the Administrator and requesting the redemption of all Shares then held by it. Such resignation and withdrawal shall become effective upon withdrawal of the funds. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda
Title: 3313 Avent Ferry Rd. (Village at Harris Lake formerly Ragan) Voluntary Annexation A25-02
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Sarah Sularz, Development Services

Action(s):
Adopt Resolution 25-35 directing the Town Clerk to investigate the sufficiency of annexation petition A25-02, and setting the public hearing for September 16, 2025.

Explanation:

- The Town has received a petition for voluntary annexation of 56.91 +/- acres.
- The property is located at 3313 Avent Ferry Road and is owned by Agarwal Family III, LLC.
- The parcel is in the Town's Extraterritorial Jurisdiction (ETJ) and not contiguous with the Town Limits.
- Staff requested feedback from all departments. The Fire Department noted distance from existing fire stations may result in longer response times until the future Rex Road Fire Station is built. Of note, fire service calls are typically dispatched to the nearest fire station, regardless of whether that station belongs to a municipality, supported by mutual aid. No other department expressed concerns.
- The parcel is being annexed concurrently to master subdivision plans (MAS) for Village at Harris Lake, formerly Ragan, going to the Town Council.
- The parcel is being annexed for reasons other than utilities; the Annexation petition states that the applicant "understands that this property is more than 1,000' from Town public water and wastewater systems, but wants to have this property annexed into the Corporate Town Limits of Holly Springs for other purposes." The applicant will be extending utilities along with the development of the major subdivision.

Background:

- Pursuant to NCGS 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation and to fix a date for a public hearing on the question of annexation."

Funding Source(s):
N/A

Attachment(s):

1. A25-02 map
2. A25-02 Resolution of Sufficiency

Annexation Information

Annexation Number

A25-02

Total Acres

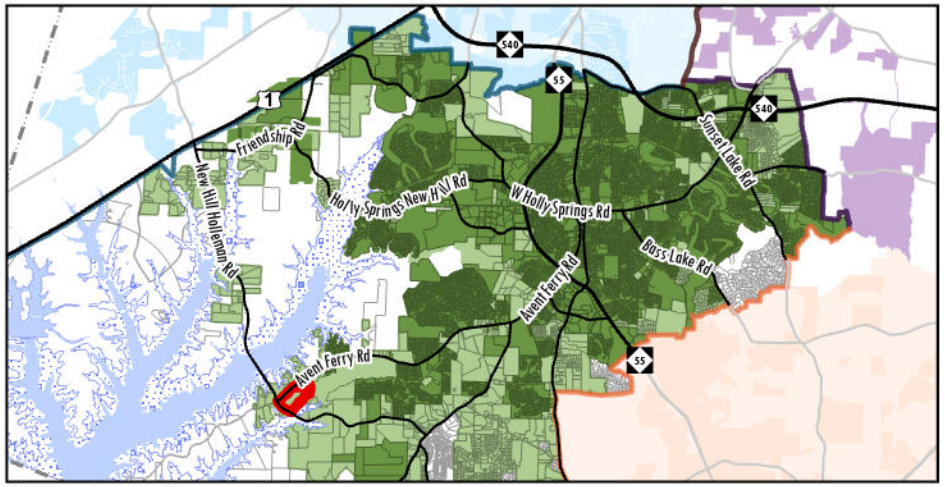
56.91 | Deed Acres

Property Address

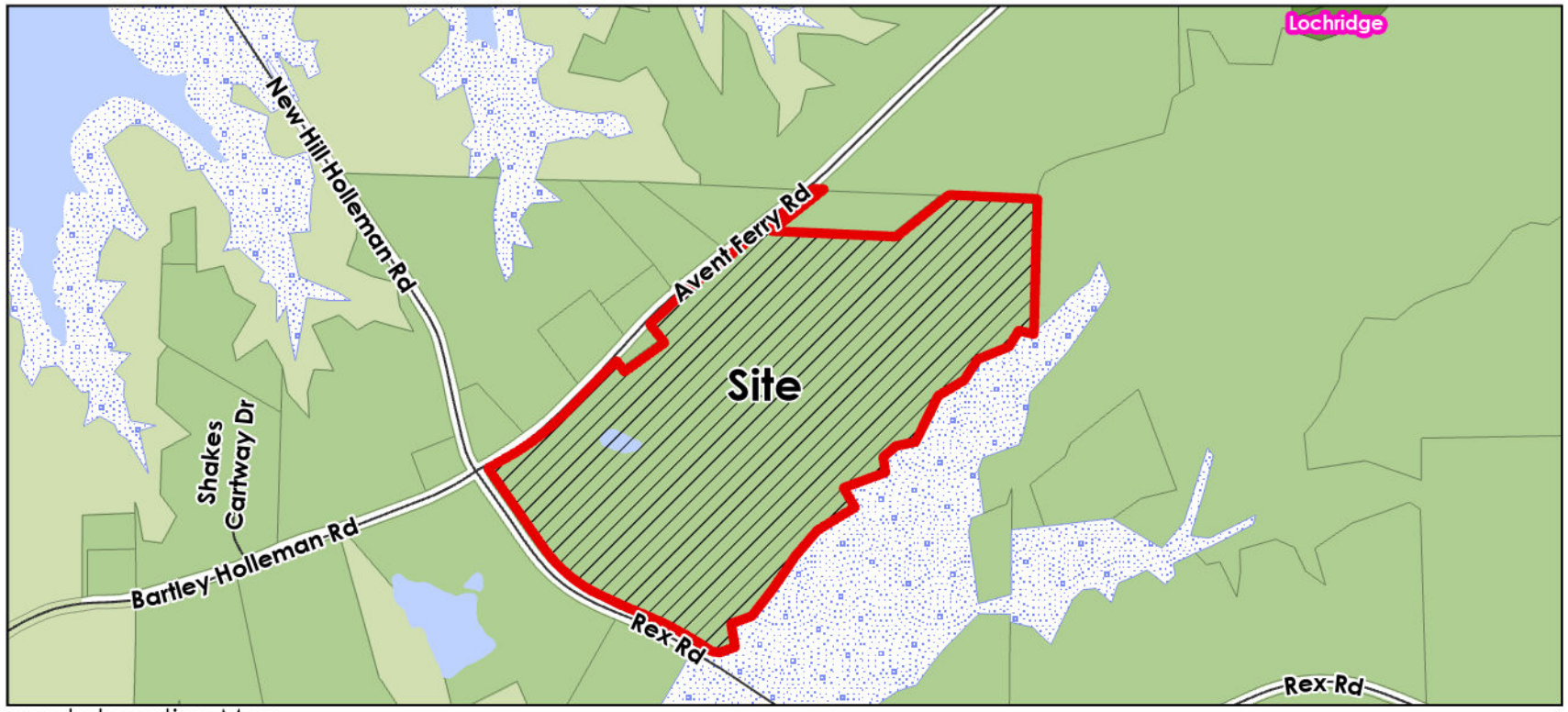
3313 Avent Ferry Rd

Contiguous to Town Limits

☐ Yes ■ No



Town Location Map



Property Location Map

Holly Springs
Town Limits
ETJ

Apex
Town Limits
ETJ

Fuquay-Varina
Town Limits
ETJ

Cary
Town Limits
ETJ

Subdivision

Apex/Cary Annexation Agreement

Apex/Holly Springs Annexation Agreement

Cary/Holly Springs Annexation Agreement

FV/Holly Springs Annexation Agreement

Shearon Harris

Future Lake Level

Parcels

Resolution No. 25-35
Date Adopted: Augut 19, 2025
Annexation No.: A25-02

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

Lying and being in Holly Springs Township, Wake County, North Carolina, and more particularly described as follows:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF AVENT FERRY ROAD, THE COMMON CORNER OF LOT 20 AND ALAN JONES AS SHOWN ON BOOK OF MAPS 2007, PAGE 1129 OF THE WAKE COUNTY REGISTRY, THE POINT OF BEGINNING; THENCE SOUTH 51°32'28" WEST A DISTANCE OF 294.99 FEET TO AN IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY AND WITH THE COMMON LINE OF SAID LOT 20, SOUTH 87°24'12" EAST A DISTANCE OF 550.00 FEET TO AN IRON PIPE; THENCE NORTH 51°30'34" EAST A DISTANCE OF 295.08 FEET TO A REBAR ON THE COMMON LINE OF ALAN JONES; THENCE WITH SAID COMMON LINE SOUTH 87°25'33" EAST A DISTANCE OF 389.22 FEET TO AN IRON PIPE, THE COMMON CORNER OF DUKE ENERGY PROGRESS AND DESCRIBED AS TRACT TWO ON DEED BOOK 2124, PAGE 315 AND SHOWN AS TRACT 47 ON A MAP ENTITLED SHEARON HARRIS NUCLEAR POWER PLANT RESERVOIR SITE; THENCE WITH SAID COMMON LINE SOUTH 01°27'41" WEST A DISTANCE OF 594.84 FEET TO AN IRON PIPE, THE COMMON CORNER OF DUKE ENERGY PROGRESS AS DESCRIBED ON DEED BOOK 2564, PAGE 311 AND SHOWN AS TRACT 204 ON THE AFORE SAID MAP; THENCE WITH SAID COMMON LINE NORTH 77°22'53" WEST A DISTANCE OF 4.16 FEET TO AN IRON PIPE; THENCE NORTH 76°32'22" WEST A DISTANCE OF 64.14 FEET TO AN IRON PIPE; THENCE SOUTH 31°16'45" WEST A DISTANCE OF 82.94 FEET TO AN IRON PIPE; THENCE SOUTH 68°02'38" WEST A DISTANCE OF 147.75 FEET TO AN IRON PIPE; THENCE SOUTH 33°22'26" WEST A DISTANCE OF 111.43 FEET TO AN IRON PIPE; THENCE SOUTH 59°10'05" WEST A DISTANCE OF 132.04 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 26°06'48" WEST A DISTANCE OF 225.30 FEET TO A POINT; THENCE SOUTH 77°59'00" WEST A DISTANCE OF 87.30 FEET TO AN IRON PIPE; THENCE SOUTH 49°10'38"

WEST A DISTANCE OF 74.67 FEET TO AN IRON PIPE; THENCE SOUTH 08°04'00" EAST A DISTANCE OF 68.06 FEET TO AN IRON PIPE; THENCE SOUTH 69°49'17" WEST A DISTANCE OF 195.75 FEET TO AN IRON PIPE; THENCE SOUTH 29°58'32" EAST A DISTANCE OF 99.59 FEET TO AN IRON PIPE; THENCE SOUTH 58°39'11" WEST A DISTANCE OF 193.22 FEET TO AN IRON PIPE; THENCE SOUTH 40°38'59" WEST A DISTANCE OF 146.27 FEET TO AN IRON PIPE; THENCE SOUTH 34°16'55" WEST A DISTANCE OF 170.74 FEET TO AN IRON PIPE; THENCE SOUTH 37°42'05" WEST A DISTANCE OF 158.35 FEET TO AN IRON PIPE; THENCE SOUTH 70°08'00" WEST A DISTANCE OF 96.90 FEET TO AN IRON PIPE; THENCE SOUTH 09°28'20" EAST A DISTANCE OF 104.64 FEET TO AN IRON PIPE; THENCE SOUTH 70°41'23" WEST A DISTANCE OF 71.34 FEET TO AN IRON PIPE; THENCE NORTH 81°40'13" WEST A DISTANCE OF 34.96 FEET TO A REBAR ON THE NORTHERN RIGHT OF WAY OF REX ROAD; THENCE WITH SAID RIGHT OF WAY NORTH 56°27'18" WEST A DISTANCE OF 26.61 FEET TO A REBAR; THENCE A CURVE TO THE LEFT, A RADIUS OF 1,605.53 FEET, AN ARC LENGTH OF 244.23 FEET, A CHORD BEARING OF NORTH 60°36'48" WEST, A CHORD LENGTH OF 243.99 FEET TO A REBAR; THENCE NORTH 66°56'55" WEST A DISTANCE OF 188.16 FEET TO A REBAR; THENCE A CURVE TO THE RIGHT, A RADIUS OF 1,185.34 FEET, AN ARC LENGTH OF 134.05 FEET, A CHORD BEARING OF NORTH 64°09'11" WEST, A CHORD LENGTH OF 133.98 FEET TO A REBAR; THENCE A CURVE TO THE RIGHT, A RADIUS OF 627.06 FEET, AN ARC LENGTH OF 277.36 FEET, A CHORD BEARING OF NORTH 48°31'08" WEST, A CHORD LENGTH OF 275.11 FEET TO A REBAR; THENCE NORTH 34°58'35" WEST A DISTANCE OF 433.97 FEET TO A POINT IN THE CENTER OF AVENT FERRY ROAD; THENCE WITH SAID ROAD NORTH 60°02'01" EAST A DISTANCE OF 139.97 FEET TO A POINT; THENCE A CURVE TO THE LEFT, A RADIUS OF 1,012.87 FEET, AN ARC LENGTH OF 190.96 FEET, A CHORD BEARING OF NORTH 53°37'52" EAST, A CHORD LENGTH OF 190.68 FEET TO A POINT; THENCE NORTH 47°28'59" EAST A DISTANCE OF 76.25 FEET TO A PARKER-KAYLON NAIL; THENCE A CURVE TO THE LEFT, A RADIUS OF 5,466.95 FEET, AN ARC LENGTH OF 333.13 FEET, A CHORD BEARING OF NORTH 44°29'31" EAST, A CHORD LENGTH OF 333.08 FEET TO A PARKER-KAYLON NAIL, THE SOUTHERN CORNER OF TRACT 1, AS SHOWN ON BOOK OF MAPS 1999, PAGE 116; THENCE WITH SAID COMMON LINE SOUTH 36°51'22" EAST A DISTANCE OF 58.70 FEET TO AN IRON PIPE; THENCE NORTH 54°15'35" EAST A DISTANCE OF 217.00 FEET TO AN IRON PIPE; THENCE NORTH 38°30'24" WEST A DISTANCE OF 104.00 FEET TO A POINT IN THE CENTER OF AVENT FERRY ROAD; THENCE WITH SAID ROAD, A CURVE TO THE RIGHT, A RADIUS OF 1,959.04 FEET, AN ARC LENGTH OF 216.00 FEET, A CHORD BEARING OF NORTH 47°07'13" EAST, A CHORD LENGTH OF 215.89 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 9,257.05 FEET, AN ARC LENGTH OF 214.34 FEET, A CHORD BEARING OF NORTH 51°04'25" EAST, A CHORD LENGTH OF 214.34 FEET TO A POINT; THENCE NORTH 51°36'03" EAST A DISTANCE OF 397.21 FEET TO A PARKER-KAYLON NAIL; THENCE NORTH 50°28'19" EAST A DISTANCE OF 105.48 FEET TO A POINT; THENCE SOUTH 87°22'30" EAST A DISTANCE OF 47.57 FEET TO THE POINT OF BEGINNING; CONTAINING 2,479,017 SQUARE FEET OR 56.91 ACRES.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on

Tuesday, September 16, 2025.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 19th day of August, 2025.

ATTEST:

Sean Mayefskie, Mayor

Kathy White, Deputy Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Change Order for Additional Upfitting Architectural and Engineering Design Services plus Commissioning for the Operations Campus Facilities

Strategic Priority Area: Organizational Excellence
Growth Management & Economic Vitality

Staff Resource: Kimberly Keyes, Utilities and Infrastructure

Action(s):

Approve the contract amendment with ADW Architects to increase the engineering design services fee by $110,550 and add Building Commissioning Services for $52,600, increasing ADW's Operations Campus contract by $163,150 and bringing the total contract amount to $3,321,150.

Explanation:

- At the June 10, 2025, Town Council Workshop, staff presented a proposal and recommendation to upfit the Operations Campus facilities to address current space challenges resulting from the unexpected closure of Town Hall Annex and to reduce reliance on long-term leased space Downtown.
- Approximately 2,500 SF in the Administration Building and 4,200 SF in the Operations Building were identified for upfit. The anticipated cost for design and construction is approximately $950,000. Pricing will be confirmed by the Construction Manager at Risk (CMAR) before major construction begins.
- ADW Architects, the Operations Campus architect, provided preliminary layouts. Required modifications include:

  a). Interior layout and framing modifications
  b). Mechanical, electrical, plumbing and sprinkler system design

- To minimize impacts on the overall project schedule and prevent delays to ongoing construction, the Town Council approved a Construction Change Directive (CCD) at the July 15th Business Meeting. The CCD, a written order issued by the architect, authorizes design work to proceed before pricing and scheduling adjustments are finalized.
- With the CCD in place, ADW Architects and their sub-consultants have been working diligently on the plan revisions and have determined the cost associated with completing this design work. As a result, approval of ADW's revised design proposal is being requested in the amount of $110,550. The scope expanded once a detailed review identified more extensive Mechanical, Electrical, and Plumbing (MEP), sprinkler design and interior reconfiguration. This will include coordination with multiple sub-consultants to integrate the changes into the Operations Campus design.
- As a result of higher design costs, staff are working to bring the total design and construction costs for this work within the $950,000 projected unfit budget. Edifice, the

Construction Manager at Risk (CMAR), has been asked to provide value engineering options and alternatives if their construction cost exceeds the maximum budget.

- To minimize future requests for revisions to ADW's design contract, staff are requesting additional services for building commissioning at $52,600. This cost was anticipated and included in the overall project budget and is not part of the $950,000 additional design and construction costs related to staff displacement from the Annex closure. Building commissioning is a quality assurance process that verifies the building's systems are designed, installed, tested, and operating per the Town's requirements. Commissioning these new facilities supports the town's commitment to properly setting up systems that last longer and require less emergency maintenance.
- The CMAR team is currently reviewing the revised drawings from ADW Architects to determine the associated construction cost and schedule impacts. Once received, staff will review and finalize negotiations, with the goal of submitting the GMP Amendment for approval at the September Town Council meeting.

Background:

- The Operations Campus will include offices, work and meeting space for various town departments.
- The first phase (Phase 1B) of the campus includes:
    1. Convenience center for yard waste drop off
    2. Laydown areas and parking for heaving equipment
    3. Approximately 42,000 SF, two-story administration building (second floor shelled only) with offices and meeting space
    4. Approximately 38,500 SF building with warehouse and office space
- Phase 1B is currently scheduled for completion in summer 2026. Edifice, Construction Manager at Risk (CMAR) will submit an updated project schedule that incorporates the additional scope of work, to be included with the Guarantee Maximum Price (GMP) amendment.

Funding Source(s):

- Community Investment Plan - Limited Obligation Bond (LOB)

Attachment(s):

1. 08.12.25 ADW Architects Additional Services Proposal OPS Phase 1B

July 31, 2025

Kimberly A. Keyes, CAPM – Senior Project Manager
Town of Holly Springs – Utilities and Infrastructure Department
128 S. Main St., Holly Springs, NC 27540

Re: Additional Engineering Services Revised Proposal
Operations Center Phase 1/B

Dear Kimberly:

ADW Architects respectfully requests an additional services fee of $110,550 for Architectural and Engineering Services needed for revisions to the Administration Building and Operations Building, and new work to upfit the shelled spaces within the Operations Building. These services will include design, construction documents, permitting, and construction administration. The scope of the revisions and additional upfit area would be as follows;

Admin Building: Revisions to Open Office 160 to add two new Zoom Rooms and a Directors' Office, and to remove door 160.2 to the adjacent office suite.

1. ADW will provide changes to floor plans, reflected ceiling plans, door and finish schedules, hardware schedule, signage plans, and required architectural detailing. ADW will not charge Holly Springs for its work in this location.
2. AME will provide changes to accommodate:
   a. Changes made to power, data, and TV locations caused by furniture changes throughout the Admin Building first floor.
   b. Mechanical changes to Open Office 160 to provide for the Zoom Rooms and Director's Office. Recalculation of mechanical loads.
   c. Review of revised Sprinkler drawings.
   d. Revised Fire Alarm design
   e. Revised lighting, power, and data design.

Operations Building Revisions: Changes to Rooms 362 and 364 to add three enclosed offices, a work space, and a small storage room. Revisions to Lobby 355, Open Office 303, and Bull Pen 304 to increase the size of Bull Pen 304.

1. ADW will provide changes to floor plans, reflected ceiling plans, door and finish schedules, hardware schedule, signage plans, and provide required detailing.
2. AME will be providing changes to accommodate:
   a. Changes made to power, data, and TV locations
   b. Mechanical changes. Recalculation of mechanical loads.
   c. Review of revised Sprinkler drawings.
   d. Revised Fire Alarm design.
   e. Revised Lighting design.

Operations Building Shelled Space Upfit: Changes to the shelled spaced for two office suites and to extend the building central corridor.

1. ADW will provide changes to floor plans, reflected ceiling plans, door and finish schedules, hardware schedule, signage plans, and provide required detailing.
2. AME will be providing changes to accommodate:
   a. Power, data, card reader, and TV locations
   b. Mechanical changes. Recalculation of mechanical loads.
   c. Review of revised Sprinkler drawings.
   d. Revised Fire Alarm design.
   e. Revised Lighting design
3. Stewart will provide structural design to support required rooftop mechanical units and roll-up doors.

Attached please find AME Engineering's proposal for more information regarding their scope of services.

The break-out for this Fee is as follows;

Architectural Services	$ 28,650
MEP Engineering	$ 74,900
Structural Engineering	$ 7,000
Total This Change Order	$110,550

Also, as requested, below please find the current updated total of ADW's contract.

Original basic services (in contract)	$2,834,000
Original additional services (in contract)	$313,000
Subsequent additional services (for re-sizing of generator)	$11,000
Current requested additional services (for plan changes/additions)	$110,550
Current requested additional services (for commissioning)	$52,600
(see attached commissioning proposal from Optima Engineering)	.
Current Requested, Updated Total of ADW's contract	$3,321,150

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,
ADW Architects

Jim Powell, AIA
Managing Principal
2815 Coliseum Centre Drive, Suite 500
Charlotte, NC 28217

Keith Carlyon
Managing Principal
2815 Coliseum Centre Drive, Suite 500
Charlotte, NC 28217

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda
Title: Wastewater Chemical Supplier Sole Sourcing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Sara Emig, Utilities and Infrastructure, Rachel Ingham, Utilities and Infrastructure

Action(s):

- Approve Brenntag Mid-South, Inc (Brenntag) as sole source for phosphorus removal chemicals.
- Approve Brenntag Mid-South, Inc contract for purchase of Sodium Alumniate up to $90,000.

Explanation:

- Sole-source purchasing is utilized and available when (1) performance or price competition is not available; (2) product is available from only one source; or (3) standardization or compatibility is the overriding consideration.
- In the management and monitoring of wastewater assets, regular purchase of chemicals and chemical monitoring are required. In order to avoid frequent, repetitive agenda items for sole source contract approvals, staff requests approval of this vendor as the sole source for the item indicated.
- This is a one-year contract for the purchase of sodium aluminate for the water reclamation facility.
- Sole-source approval for Brenntag is requested since Brenntag's Sodium Aluminate performs best in the Town's system. Previous testing of phosphorus removal chemicals from multiple suppliers showed that Brenntag's Sodium Aluminate achieved the optimal phosphorus removal to remain in compliance with permit limits. Use of chemicals that under perform requires high doses of chemicals, which has the potential to result in higher costs.
- Staff recommends a sole-source service provider for phosphorus removal chemicals.

Background:

- Phosphorus removal chemicals are used to manage the nutrients received into a wastewater system and minimize discharge of phosphorus into the receiving water body.
- The Utley Creek Water Reclamation Facility's approved limit for phosphorus discharge into Utley Creek is very low. Discharge of excess phosphorus harms water quality in downstream waterways.

Funding Source(s):

- Operating Budget – Utility Fund – Utilities & Infrastructure

Attachment(s):

1. Sole-Source Exception Memo (Brenntag)
2. Contract for PURCHASE OF ASSETS - Informal - Brenntag Mid-South

SOLE-SOURCE EXCEPTION MEMORANDUM

For exemption from the requirements of General Statute Chapter 143 Article 8 Public Contracts. Applicable to the purchase of apparatus, supplies, materials, or equipment only.

Chapter 143-129 of the North Carolina General Statutes requires competitive bidding for formal purchases above $90,000.00, and Town of Holly Springs Purchasing Policy requires the same for purchases between $30,000.00 and up to $90,000.00.

Alternatively, G.S. 143-129(e)(6) permits an exception to the requirements of Article 8 for purchases of apparatus, supplies, materials, or equipment if one of the below conditions are met:

(i) performance or price competition for a product are not available;
(ii) a needed product is available from only one source of supply; or
(iii) standardization or compatibility is the overriding consideration.

Use of the exception under G.S. 143-129(e)(6) requires Town Council approval of the sole-source purchase(s) prior to the award of the contract/purchase.

Justification to apply G.S. 143-129(e)(6) sole-source exception:

Vendor: Brenntag Mid-South, Inc.

1405 HWY 136 West
Henderson, KY 42420

Purchase: Phosphorus removal chemicals

Brenntag provides chemicals for the removal of phosphorus to minimize discharge of this nutrient from the system to protect water quality and remain in compliance with wastewater permit limits. Previous testing indicates this chemical works optimally in the Town's system, which reduces the amount of chemical used thereby reducing the cost of phosphorus removal.

Authorization to apply the G.S. 143-129(e)(6) sole-source exception for the above referenced purchase:

Agenda Item #: _____

Date Approved by Town Council: _____

_____

Linda McKinney, Town Clerk

CONTRACT TO PURCHASE ASSET(S)
UP TO $90,000

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Brenntag Mid-South, Inc.** (herein after called the "Vendor").

Town hereby desires to enter into a contract for the purchase of certain assets with the Vendor and the Vendor agrees to enter into this contract and deliver the assets to the Town as set forth below or as stated in **Exhibit A**, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF VENDOR

The assets to be purchased are described in **Exhibit A** (the "Quote") as attached hereto and incorporated by reference. Vendor agrees to employ such personnel as may be needed to secure, make, and deliver the assets in the manner and time prescribed herein. Such personnel shall be employees of the Vendor and said Vendor shall be an independent Vendor of the Town.

BRIEF SUMMARY OF PURCHASE(S) AND/OR SERVICE(S): This is a one-year contract for the purchase of sodium aluminate for the water reclamation facility, as further detailed in **Exhibit A**.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Vendor, as necessary to complete delivery and/or installation of assets, and shall not impede the work of the Vendor, expect as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

CONTRACT MANAGER

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Manager for this Contract is:

Terry Foster, Utilities & Infrastructure (Name, Department)
Email: terry.foster@hollyspringsnc.gov
Phone: (919) 567-4738

PAYMENT

The Town shall pay the Vendor the contract sum in the following manner:

__ The Vendor shall provide the Town with an invoice upon the receipt of the goods described in Exhibit A, which the Town shall have thirty (30) days to pay. Total not to exceed: **$_____.**

OR

_X_ Description of Alternative Payment Terms:

Purchase of sodium aluminate shall be at the price of $0.315 per pound. The vendor shall provide invoices after delivery with Net30 terms.

TIME AND MANNER FOR PURHASE OF ASSETS

The times and manner for the purchase of the assets subject to this Contract are set forth in **Exhibit A**, or as otherwise set forth below:

Contract term: July 1, 2025 to June 30, 2026.

All ownership terms shall be F.O.B. 128 S. Main Street, Holly Springs, NC 27540, unless the Town's Contract Administrator specifies a different delivery address below:

150 Treatment Road, Holly Springs, NC 27540

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

1.1 The standard of care for all services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality.

1.2 Vendor represents that, prior to submitting the Bid and executing this Contract, Vendor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until complete delivery and/or installation

of assets as described in Exhibit A.

1.3 Vendor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

1.4 Vendor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Vendor's scope of services, times of performance, or compensation.

1.5 Vendor is an independent Vendor of the Town. The Town and the Vendor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Vendor is familiar with the property and its condition.

2. Warranty.

2.1 Vendor knows and understands the purpose to which the assets are being purchased by the Town. Vendor hereby warrants that the materials that are the subject of this contract are fit for the purpose intended by the Town, and agrees to warrant good craftsmanship for a period of not less than 1 year, or any term longer stated in **Exhibit A**. In the event of any contradictory language in **Exhibit A**, this language shall apply.

3. Term and Termination.

3.1 The term for this contract is until the receipt of the good(s) described in **Exhibit A**, or one (1) year, whichever is shorter.

3.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

3.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

3.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

3.2.3 Upon mutual agreement.

4. Controlling Law.

4.1 This agreement is to be governed by the law of the State of North Carolina, regardless of any language in any quote, contract, agreement supplied by the Contractor.

4.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

5. Notices.

5.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

5.1.1 For the Town:

Terry Foster, WRF Operations	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4738	(Phone)
Terry.foster@hollyspringsnc.gov	(e-mail)

5.1.2 For the Vendor/Vendor:

Carrie Gupton, Acct. Manager	(Name, Title)
Brenntag Mid-South, Inc.	(Company)
1405 HWY 136 West	(Address)
Henderson, KY 42420	
(270) 830-1269	(Phone)
Carrie.gupton@brenntag.com	(e-mail)

6. Severability.

6.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Vendor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7. Waiver.

7.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

8. Attorney's Fees.

8.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

9. Insurance & Indemnification Requirement.

~~9.1 If the Vendor is to provide installation services~~ ~~on Town property or for Town assets, then Vendor shall provide general liability insurance for a minimum of $1,000,000 per occurrence, $2,000,000 aggregate, or an umbrella policy for at least $5,000,000 for the complete term of the contract. Additionally, the Vendor shall supply workman's compensation insurance coverage to all employees within the statutory limits. If this requirement is triggered, then the Vendor shall provide a Certificate of Insurance, naming the Town as an additional insured entity for so long as required to complete the installation, which Certificate is attached as **Exhibit B.** Any acceptance of lower insurance limits must be authorized on the **Exhibit B** cover page.~~

9.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and the Contractor performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

10. Prohibition Against Sex Offenders.

10.1 In the event that Vendor or its employees are being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Vendor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or Vendor of the Vendor to access any area of the Facility. Vendor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, Vendor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Vendor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Vendor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Vendor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Vendor.

11.1 Vendor's status shall be that of an independent Vendor and not an agent, servant, employee, or representative of Town in the performance of the Services. Vendor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Vendor in the performance of this Contract shall be construed as making Vendor the agent, servant or employee of Town, or making Vendor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

11.2 Vendor's Control Over Services Provided for Installation. Vendor shall retain the unqualified right of control over the means, manner and methods by which the Installation is performed, and the right to perform such services at the locations and times as required to complete said installation of asset(s), and as approved by the Town. Vendor shall be responsible for providing all equipment, materials and supplies that Vendor determines are needed to timely complete the Installation.

11.3 The Vendor agrees to waive any and all claims against the Town from itself or its employees arising from materials supplied, delivery by the Vendor and work performed by the Vendor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. The Vendor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

12. Non-Discrimination.

12.1 As a condition of this Contract, Vendor covenants that Vendor will take all necessary actions to insure that, in connection with any operations under this Contract, Vendor, its officers, employees and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Vendor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Vendor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

13. Vendor's Employees.

13.1 Vendor agrees and consents that the Town is allowing access to the Vendor to both publicly used and private sensitive Town facilities. Vendor, and any employee,

agent, subagent, volunteer, or any person authorized to act on behalf of the Vendor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Vendor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Vendor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Vendor in this contract, and shall exclude any employees from working in any Town facility any employees that:

1) had a conviction of any felony within the past 10 years;

2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or

3) is currently a registered sex offender.

14. Assignment.

14.1 VENDOR shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, VENDOR shall remain liable for completion of the Contract work in the event of default by the successor Vendor or assignee.

15. Right of Review and Audit.

15.1 Town may review any and all of the services performed by Vendor under this Contract. Town is granted the right to audit, at Town's election, all of Vendor's records and billings relating to the performance of this Contract. Vendor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. **Full Agreement.** This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

18. **Exhibit List.** The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Quote or Purchase Agreement

Exhibit B – Certificate of Insurance, if installation

Exhibit C – ~~Warranty, if applicable~~

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

BY:_____
Randy J. Harrington, Town Manager
Date:

VENDOR:

Signature _____

Name:_____

Title: _____

WITNESS:

_____
Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVolld
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

_____
John Schifano, Town Attorney Date:

This instrument has been pre-audited in the manner Prescribed by the Local Government Budget and Fiscal Control Act.

_____
Tina Stroupe, Director of Finance Date:

EXHIBIT A

DATE: JUNE 25, 2025

To: TOWN OF HOLLY SPRINGS
ACCT# 501223

Attn: Terry Foster

SALESPERSON	SHIPPING TERMS	SHIPPING METHOD	NORMAL LEADTIME	PAYMENT TERMS	MINIMUM ORDER
Carrie Gupton	Delivered		2 weeks	30 days	$600

QTY	ITEM #	CONTAINER	DESCRIPTION	UNIT PRICE USD	UNIT
1	266222	BULK per LB	SODIUM ALUMINATE 38%	$0.315	LB
			Prices are subject to adjustment without prior notice based on fluctuations in market conditions.		

THANK YOU FOR YOUR BUSINESS!

Carrie Gupton
Account Manager
Mobile: (984) 220-0391
Carrie.Gupton@brenntag.com

Orders placed with us against this quotation will be subject to the following terms and conditions:

1. Any tax or governmental charge increasing the cost to the Seller of producing, selling, or delivering the article herein specified, or of procuring materials used therein, may, at the Seller's option, be added to the price herein specified.

2. Seller's liability as to delivery ceases upon making delivery of material to carrier at shipping point in good condition; the carrier acting as Buyer's agent.

3. The Seller makes no warranty of any kind, express or implied, except that the goods sold shall be of merchantable quality; and the Buyer assumes all risk and liability for results obtained by the use of the materials purchased, whether used singly or in the combination with other products.

4. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within 10 days from date of delivery, or the date fixed for delivery, respectively, shall constitute a waiver by the Buyer of all claims in respect of such goods.

5. In the event of fire, flood, drought, earthquake, windstorm, accident, explosion, civil commotion, labor trouble, embargo, car shortage, reduced supply of raw materials, inability of Seller to obtain from its regular source of supply any commodity ordered against this quotation which does not manufacture, or any other circumstances beyond the control of the parties, which interferes with the production, transportation, or consumption of the commodities ordered against this quotation, quantities so affected may be cancelled without liability.

6. The Seller shall not be liable for any loss or delay in furnishing the goods ordered against this quotation occasioned through acts of governmental authorities suspending contracts, commandeering or requisitioning businesses, industries, plants, materials, or machinery, creating embargoes, causing cessation or interruption of transportation, causing delay by reason of conscription of men, or in any other way interfering with the Seller's production. If by reason of any of the above causes the production of the Seller shall be partially or wholly curtailed, deliveries may be either proportionately or wholly suspended, as the case may be, and resumed after the removal of the cause and continued until the entire quantity purchased has been delivered; provided that, if such delay in delivery of any portion shall be for more than thirty days, the undelivered portion may be cancelled by either the Buyer or the Seller upon five days' written notice to the other.

7. Freight charges, unless otherwise specified, will be subject to change at time of shipment.

8. Any surcharges inherent to delivery of product to the Buyer, unless otherwise specified, will be for the account of the Buyer (charges for hoses, pumps, demurrage, pallets, container deposits, etc.)

EXHIBIT B

____X____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

_____ **Certificate of Insurance attached**

COI Expires: _____

EXHIBIT C

WARRANTY INFORMATION:

_____ Attached hereto

_____ Found at the following link:

_____ Not Available/Applicable

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda
Title: Management & Maintenance Agreement for Elevated Water Storage Tanks (25-008)
Strategic Priority Area: Community Safety
Vibrant Community
Growth Management & Economic Vitality
Staff Resource: Rachel Ingham, Utilities and Infrastructure, Rachel Jones, Utilities and Infrastructure

Action(s):

- Approve a three-year contract with Utility Service Group (USG) Water Solutions, LLC for management and professional maintenance of the Town's elevated water storage tanks in the amount of $229,475.60.

Explanation:

- The Utilities and Infrastructure department manages and maintains the Town's four (4) elevated water storage tanks (three potable and one reclaimed):
  - Avent Ferry Tank – 1.0 million gallons (MG)
  - Lee Street Tank – 0.30 million gallons (MG)
  - School Tank – 1.0 million gallons (MG)
  - Reclaimed Tank – 0.50 million gallons (MG)
- Inspections, engineering, and construction services are needed to ensure the town's water tanks are sound, watertight, and in working order according to design specifications and in compliance with the NC Department of Environmental Quality (DEQ), American National Standards Institute (ANSI), and the American Water Works Association (AWWA).
- The Town relies on recommended schedules for recurring tank inspections, cleaning, interior and exterior coatings, and future maintenance work, so town residents and customers continue to receive the highest level of water quality and utility service.
- Maintenance activities include provisions for corrosion control, scheduled inspections, interior and exterior tank cleanings and coatings. These activities help prevent tank and system failures that can result in system disruptions, meet pressure and demand requirements and maintain the integrity of the system.
- This contract also includes the ability to respond to urgent conditions. This includes mobilizing at the job site, investigating and troubleshooting the issue, and performing and completing the work on the system.

Background:

- The Town advertised a Request for Qualifications (RFQ) for engineering services for

management and maintenance of elevated water storage tanks.

- Staff reviewed four (4) statements of qualifications and were reviewed by a staff selected committee and used the following criteria to rank the submittals:
    - Demonstrated relative experience in managing similar water tank maintenance projects
    - Qualifications of the firm and personnel assigned to this project, demonstrating the consultant's capacity to complete requested services, experience completing similar projects, and experience with water tank maintenance
    - Demonstration of overall project understanding and direct work experience/familiarity with the town
    - Completeness of submitted proposal with all elements required in the RFQ
    - References to previous similar work
- The cost of this three-year contract is lower than the cost of water tower maintenance in past years. This is because this contract is designed to charge for tasks performed only in the calendar years. Previously, the Town had participated in contract pricing that flattened rates across multiple years (10-20 year time span). Larger water tank maintenance items such as interior or exterior maintenance that require the tanks to be drained, inspected, repaired, and/or painted are not performed annually but are performed over longer time spans (for instance, once every ten years). The three water towers have larger maintenance items performed in different years, on different cycles. The Town can expect that costs will increase in the 4-10-year period, as additional larger maintenance tasks are performed.

Funding Source(s):

- Operating Budget - Utility Fund

Attachment(s):

1. Utility Services Contract for Prof. Ser Water Towers 25-008

HOLLY SPRINGS
North Carolina

CONTRACT FOR PROFESSIONAL SERVICES SUBJECT TO Q.B.S.

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Utility Service Co., Inc. (USG Water Solutions)** (herein after called the "Contractor").

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF CONTRACTOR

The services of the Contractor shall be performed in the manner as described in **Exhibit A** (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

BRIEF SUMMARY OF SERVICE(S): Water Tower maintenance for the **next 3 years 2025 – 2027 (see Exhibit D)**, including interior and exterior inspections, painting and coating, cleaning, and repairs. (see Exhibit A)

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities and information to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Manager for this Contract is:

Rachel Jones, Utilities & Infrastructure (Name, Department)
Email:Rachel.jones@hollyspringsnc.gov
Phone: 919-577-3156

X The Contract Manager certifies that the Contractor was selected using Qualification Based Selection. An announcement was made through a Request for Qualifications, drafted and circulated on or about February 25, 2025. The Contractor was the best qualified for the work described herein and selected because: the proposal from Utility Service Group (USG) Water Solutions, LLC was reasonable and appropriate for the defined scope.

OR

_____ An exemption was allowed by the Town Manager, and an Exemption Memorandum is attached as the last page of this Contract as **Exhibit D**.

_____

Contract Manager **Date Signed:**
Printed Name: Rachel Jones

_____

Department Head/Supervisor **Date Signed:**
Printed Name: Rachel Ingham, PE

PAYMENT

The Town shall pay the Contractor the contract sum in the following manner:

X Upon completion of the services listed in **Exhibit A for each Contract Year,** the Contractor shall invoice the Town, and the Town shall have 30 days from receipt to pay. Contract total not to exceed **$ The amounts listed in Exhibit each year** without prior written agreement by the Town and Contractor.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in **Exhibit A**, or as otherwise set forth below:

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

1.1 The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

1.2 Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact, taking into consideration the standard of care listed above. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.

1.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

1.4 Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.

1.5 Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Term and Termination.

2.1 The term for this contract is as long as necessary to complete the scope of work agreed to, but in no event shall it exceed three (3) years ("Contract Years").

2.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

2.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

2.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

2.2.3 Upon mutual agreement.

3. Controlling Law.

3.1 This agreement is to be governed by the law of the State of North Carolina, regardless of any language in any quote, contract, agreement supplied by the

Contractor.

3.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices.

4.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

4.1.1 For the Town:

Rachel Jones, Utility Engineer	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
919-577-3156	(Phone)
Rachel.jones@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Scotty Wilkins	(Name, Title)
Utility Service Co., Inc.	(Company)
PO Box 1350	(Address)
Perry, GA 31069	
(478) 987-0303	(Phone)
customerservice@usgwater.com	(e-mail)

5. Severability.

5.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6. Waiver.

6.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7. INTENTIONALLY DELETED.

7.1

8. **Insurance & Indemnification Requirement.**

8.1 Contractor shall provide professional liability insurance for a minimum of $1,000,000 per occurrence, $2,000,000 aggregate, for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits, as necessary. Contractor shall supply proof of coverage to the Town, which shall list "Town of Holly Springs" as additional insured, to all professional liability policies for the duration of the contract term. Any waiver of the insurance requirement, or an acceptance of lower limits shall be stated on the **Exhibit B** cover page and a certificate of insurance shall be attached hereto as **Exhibit B**.

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and/or the performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract by the Contractor. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent. For the purpose of clarity, any indemnification provision contained in this Agreement shall require the Contractor to indemnify the Town only for the actions of the Contractor in the performance of the work described in this Agreement, and not for the actions of others.

9. **E-Verify.**

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as **Exhibit C**.

10. **Independent Contractor.**

10.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

10.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and

times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

10.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

11. Non-Discrimination.

11.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

12. Contractor's Employees.

Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:

1) had a conviction of any felony within the past 10 years;

2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or

3) is currently a registered sex offender.

13. Assignment.

13.1 Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

14. Right of Review and Audit.

14.1 Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

15. Non-Appropriations.

15.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

16. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

17. Modification. The Contract may not be modified except by either a Change Order or an Amendment. Any Change Order or Amendment must be made in writing, utilizing the appropriate Town form, approved by the Town (and Town Council, if necessary) and executed with the same formalities as this original contract.

18. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

Exhibit D – 3 Year Price Terms

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

BY:_____
Randy J. Harrington, Town Manager
Date:

CONTRACTOR:

Signature _____

Name:_____

Title: _____

WITNESS:

_____
Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVolld
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

_____
John Schifano, Town Attorney Date:

This instrument has been pre-audited in the manner Prescribed by the Local Government Budget and Fiscal Control Act.

_____
Tina Stroupe, Director of Finance Date:

EXHIBIT A

Holly Springs, NC Scope of Work

The Owner agrees to engage the Company to provide the professional services needed to maintain its water storage tanks. The professional services entail maintenance activities, and include the following:

a. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
b. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Chemical Washout Inspection"). During each Washout Inspection, the Tank will be cleaned using an NSF approved chemical to remove staining, remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
c. The Company will clean and repaint the interior of the Tank per the agreed upon schedule. Only materials approved per NSF 600 for use in potable water tanks will be used on any interior surface area. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the State of North Carolina and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter. The tank renovations will be completed per the painting specifications as detailed in Appendix A. The Company reserves the right to change the paint manufacturer and the paint products that better suit the tank and the tank condition.
d. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
e. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

f. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.
g. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

Appendix A

Interior Coatings

Surface Preparation: The complete interior surfaces of the tank and all appurtenances within the tank shall be thoroughly dried and blast-cleaned with abrasives to near-white metal, as defined by Steel Structures Painting Council Surface Preparation Specification No. 10 (SSPC-SP10) to a profile depth of 2.0-2.5 mils. All dust shall be removed by brushing, blowing off with clean air, or industrial vacuum cleaning. All coatings applied will conform to NSF 600 standard.

Prime Coat: Apply one (1) full coat of Tnemec Series 93H2O Hydro-Zinc at a DFT of 2.5-3.5 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.

Stripe Seams: Using Tnemec Series 21-1255 Epoxoline (beige), stripe paint all welded/lap seams and pitted areas with a roller or brush.

Intermediate Coat: Apply one (1) full coat of Tnemec Series 21-1255 Epoxoline (beige) at a DFT of 4-6 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.

Finish Coat: Apply one (1) full coat of Tnemec Series 21-WH16 Epoxoline (off white) at a DFT of 4-6 mils to the complete interior of the tank, riser pipe, and all other interior surfaces.

EXHIBIT B

_____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

X **Certificate of Insurance attached**

COI Expires: 2/23/2026

CERTIFICATE OF INSURANCE

USG WATER
SOLUTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 03/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	PHONE (A/C, No, Ext): (856) 283-7122	FAX (A/C, No): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Starr Indemnity & Liability Company	38318
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
USG AS Holdings LLC
535 General Courtney Hodges Blvd
Perry GA 31069 USA

COVERAGES **CERTIFICATE NUMBER:** 570111481900 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1000026018251	02/23/2025	02/23/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			1000672993251 Auto (AOS)	02/23/2025	02/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			1000672994251 Auto (MA)	02/23/2025	02/23/2026	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR			1000588247251	02/23/2025	02/23/2026	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000005268 (AOS)	02/23/2025	02/23/2026	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		1000005267 (NJ,IA,NY,NC,TX)	02/23/2025	02/23/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570111481900

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Holly Springs, NC
128 South Main Street
Holly Springs NC 27540 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

©1988-2015 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000093965

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	USG AS Holdings LLC
POLICY NUMBER	
See Certificate Number: 570111481900	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570111481900	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		1000005266 (FL,CT,MA)	02/23/2025	02/23/2026		
A		N/A		1000005264 (WI)	02/23/2025	02/23/2026		

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, _____(the individual attesting below), being duly authorized by and on behalf of _____ (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____
b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated:_____

Signature of Affiant: _____

Print or Type Name: _____

EXHIBIT D

		2025	2026	2027
Avent Ferry Road Tank	1,000,000 Composite Hydropillar	Visual	Chemical Washout	Visual
		$ 4,153.85	$ 9,074.07	$ 4,453.14
Lee Street Tank	300,000 Elevated	Chemical Washout	Visual	Chemical Washout
		$ 6,386.64	$ 4,300.89	$ 6,308.62
Reclamation Water Tank	500,000 Composite Hydropillar	Chemical Washout	Visual	Interior, Visual
		$ 6,692.31	$ 4,300.89	$ 164,316.38
School Tank	1,000,000 Elevated	Chemical Washout	Visual	Chemical Washout
		$ 8,763.83	$ 4,300.89	$ 8,543.44
	Total	$ 25,996.63	$ 21,976.75	$ 183,621.58

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda
Title: Town Manager Contract Approval Authority for Purchase of Two Fire Engine Apparatus
Strategic Priority Area: Community Safety
Organizational Excellence
Staff Resource: LeRoy Smith, Fire Chief

Action(s):

- Authorize the Town Manager to approve and execute future contracts for the replacement of two Fire Department engines (vehicles #177 and #245) utilizing Sourcewell cooperative purchasing program contracts that are within the approved scope and project budgets adopted by Town Council.

Explanation:

- The Holly Springs Fire Rescue Department's current fleet includes two fire engines (vehicles #177 and #245) that are approaching the end of their reliable service life.
- Assembly lead time for fire engines has increased to 18–24 months, prompting the Town to pursue the replacement of two engines in the FY26 Community Investment Plan (CIP) at an estimated cost of $1.3M per fire engine.
- These replacements are critical to ensuring the Fire Department's operational readiness, reducing maintenance costs, and maintaining compliance with national safety standards.
- This authorization request allows the Town Manager to execute contracts within the approved scope and budget. Final agreements will be reviewed by legal and finance staff before signing.
- The purchase will be completed through the Sourcewell cooperative purchasing program, which allows the Town of Holly Springs to leverage nationally bid contracts that meet all competitive procurement requirements.
- This approach ensures compliance with purchasing regulations, expedites the acquisition process, and secures favorable pricing and terms that may not be achievable through a standalone bid process. In addition, delaying could risk higher pricing, later delivery, and operational gaps as current units near end of life.
- Staff have identified an opportunity to execute agreements before price increases to Sourcewell contracts are set to take place in September; Fire Department and Finance Staff are working to finalize terms utilizing Sourcewell prior to a price increase.
- Final payment for replacement apparatus will not be due until final delivery of the engines.

Background:

- The acquisition of two new fire engines was approved in the FY26 Capital Improvement

Plan (CIP) and is funded with anticipated future Limited Obligation Bonds (LOB).
- Town Council previously approved reimbursement resolutions for both engines utilizing future LOB issuances.

Funding Source(s):

- Community Investment Plan - Limited Obligation Bond (LOB)

Attachment(s):
None

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Public Hearings
Title: Village at Harris Lake (formerly Ragan) Major Subdivision 24-MAS-03 - Quasi-Judicial Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Grayson Taylor, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Quasi-Judicial Public Hearing.
- Adopt Resolution 25-37 to make and accept the Findings of Fact for consideration of and approve/deny/defer Major Subdivision Plan for Village at Harris Lake (formerly known as Ragan Mixed-Use).

Explanation:

- A Major Subdivision Plan has been submitted to develop 279 Dwelling units comprised of 115 Attached Dwelling (Townhouse) Lots and 164 Quadplex units, a Commercial parcel, a Neighborhood Amenity Center, and a Public Park on 56.60 acres at 3313 Avent Ferry Road.
- The applicant is constructing a 7.4-acre public park with trails and play area and developing a 3.78-acre commercial area within the development. These will be reviewed under future development applications.
    - 10,000 sq. ft. of commercial space is required prior to the 150th Certificate of Occupancy.
    - Parks & Recreation, Development Services, and the applicant are currently working through park site design and community engagement strategies.
- The site includes multiple open space areas, including a central linear space with quadplex units fronting the space, a pickleball court, and a neighborhood amenity site with a pool.
- A Pump Station is proposed on its own lot at the southern area of the site.
- The site plans include road widening along Avent Ferry Road and Rex Road frontages, as well as new internal public streets to serve the development.
- A Development Agreement was approved with the project's Conditional District rezoning.

Staff Recommendation: Approve

Planning Board Recommendation: Approve (9-0)
A summary of the Planning Board discussion is in the Planning Board Action Report.

Background:

- The project was rezoned from RR-Rural Residential to NMX-CD Neighborhood Mixed-Use on August 20, 2024.
- A Development Agreement was approved with the rezoning to capture parkland dedication, park fee reimbursement, Right-of-Way acquisition assistance, transportation improvement alternatives, vested rights, and utility allocation.

Funding Source(s):

N/A

Attachment(s):

1. 24MAS03_VillageatHarrisLake_StaffReport
2. 24MAS03_VillageatHarrisLake_Resolution
3. 24MAS03_VillageatHarrisLake_PlanningBoardActionReport
4. 24MAS03_WCPSS
5. 24MAS03_VillageatHarrisLake_Application
6. 24MAS03_VillageatHarrisLake_Plans
7. 23_REZ_03_RaganDevelopmentAgreement_TCVersion

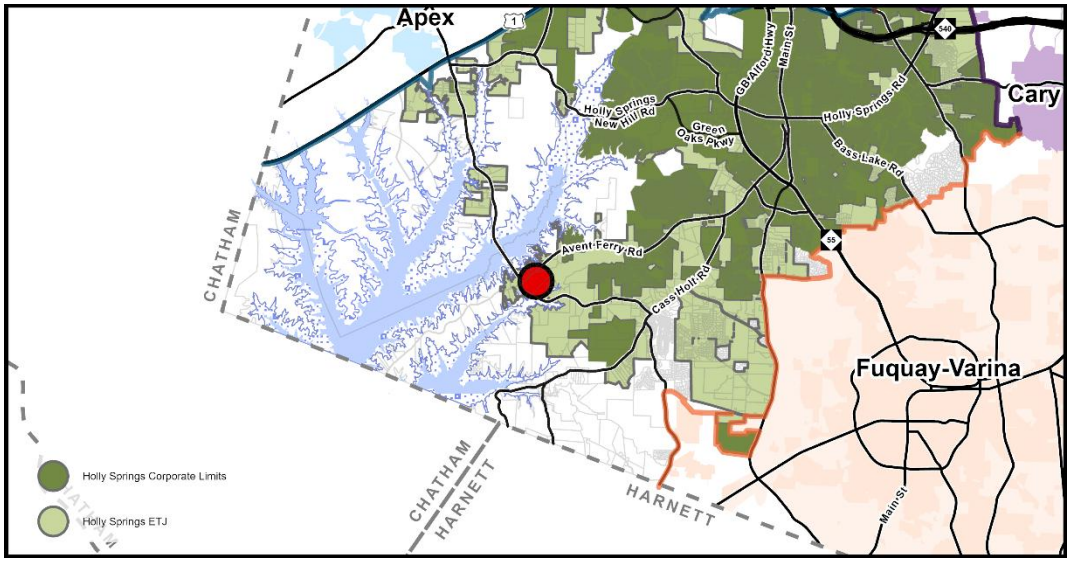
Project Type: Major Subdivision Plan

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
John Martin – The McAdams Company

Property Address: 3313 Avent Ferry Road

Property Area: 56.60 ac.



Located in: ☐Holly Springs Corporate Limits ☐Holly Springs ETJ ☒Annexation Pending

Project Summary:

A Major Subdivision Plan has been submitted to develop 279 Dwelling units, comprised of 115 Attached Dwelling (Townhouse) Lots and 164 Quadplex units, a Commercial parcel, a Neighborhood Amenity Center, and a Public Park on 56.60 acres at 3313 Avent Ferry Road, formerly known as Ragan Mixed-Use.

Requested Action:

Quasi-Judicial Decision: The Town Council must hold a quasi-judicial hearing to collect facts and then make a decision based on the written and oral evidence presented and adopted town policies and procedures.

Table of Contents:

Case Summary	Page 2
Current Zoning Information	Page 3
Land Use & Character Information	Page 4
Transportation Information	Page 7
Parks, Recreation & Greenways Information	Page 10
Community Facilities Information	Page 11
Infrastructure & Utility Information	Page 12
Natural Resources Information	Page 14
Development Standards Information	Page 15
Decision-Making Information	Page 18

Case Summary

Current Zoning:
NMX Neighborhood Mixed-Use
☒ Conditional Zoning District

Current Major Subdivision Plan:
None

Aerial Photograph

Growth Strategy Map:
Places to Preserve
Places to Enhance
Places to Transform

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Natural Area
Neighborhood Center
Mixed Residential Neighborhood

Staff Analysis:

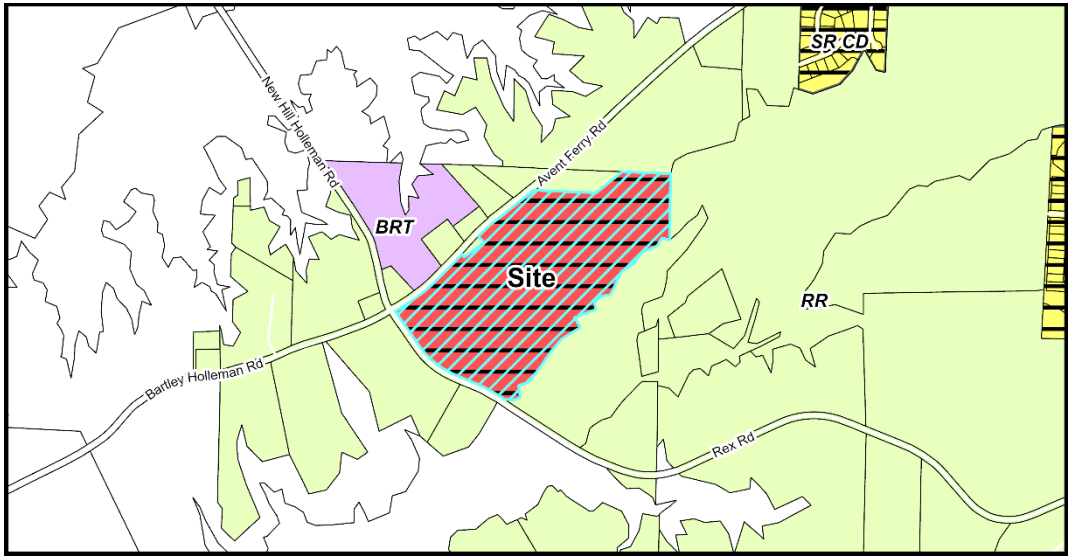
The Choose an item. is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The Major Subdivision Plan complies with minimum requirements specified in Town adopted land development plans, policies, ordinances, and the Neighborhood Mixed-Use Conditional Zoning District (23-REZ-04 Ragan Mixed-Use).

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0627890439	NMX-CD	56.9
	Total Area	**56.9**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR – Rural Residential	Conservation Neighborhood; Neighborhood Center
North	RR – Rural Residential	Conservation Neighborhood
South	RR – Rural Residential	Conservation Neighborhood
East	RR – Rural Residential	Conservation Neighborhood
West	RR – Rural Residential; BRT – Business & Research Technology	Conservation Neighborhood; Neighborhood Center

Parcel Rezoning History

Rezoning Number: 23-REZ-04
Original Zoning: RR
Approved Zoning: NMX-CD
Approval Date: August 20, 2024

Rezoning Number: 15-REZ-07
Original Zoning: R-80 (Wake County)
Approved Zoning: R-30 – Residential
Approval Date: June 7, 2016

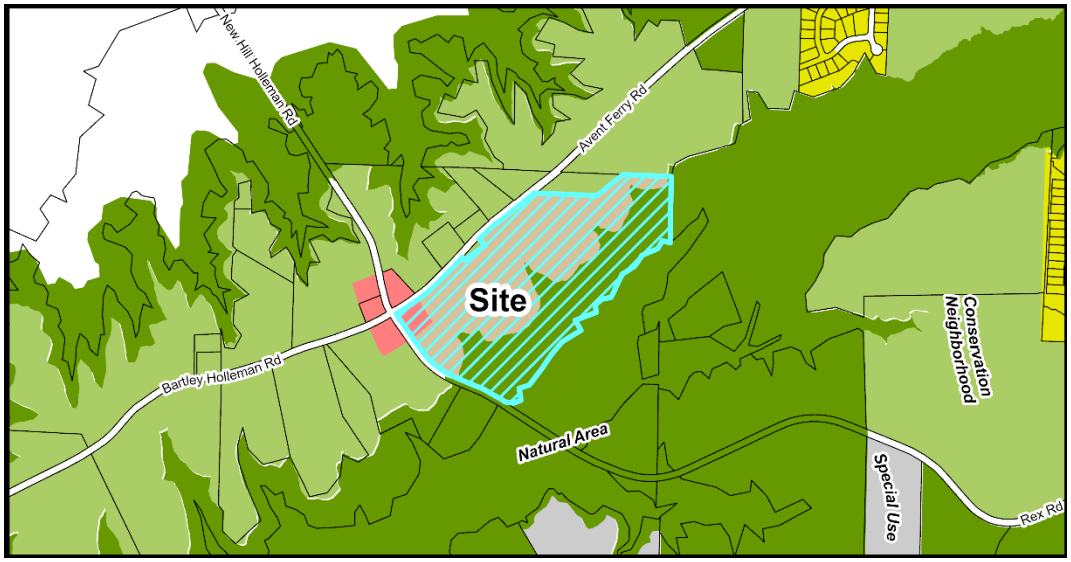
Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Transform
Places to Enhance

Future Land Use: Neighborhood Center
Mixed Residential Neighborhood
Natural Area

Small Area Plan: N/A



Future Land Use Map

Important Themes for Transforming Holly Springs:

Eight important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request:

Theme	Description
☒ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☐ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☒ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☒ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)

Land Use & Character Information (cont.)

Growth Strategy Map: Places to Transform
Specific focus areas in Holly Springs provide opportunities to grow and transform in the future. These areas will evolve over time in terms of land use mix, density and intensity, home choices, and transportation options. These are the areas where the Town should emphasize public and private investment — increasing allowable densities and intensities, adding infrastructure capacity, improving access from nearby neighborhoods, investing in the public realm, and encouraging private investment — to diversify the Town's development strategy and support continued growth and economic prosperity in the future. Some areas identified to transform over time will require redevelopment of existing suburban shopping centers or infill development in the Downtown Village District.

Growth Strategy Map: Places to Enhance
Places to enhance in Holly Springs celebrate existing and future residential neighborhoods, and the small activity centers that serve them, as the building blocks for a strong community. They generally include Conservation Neighborhoods, Residential Neighborhoods with single dwelling detached homes on varying lot sizes, or Mixed Residential Neighborhoods with two or more home types (single dwelling detached, single dwelling attached, and multi dwelling) in the same development. Future infill development in the enhancement areas should be sensitive to the uses and densities along the perimeter of adjacent neighborhoods.

Growth Strategy Map: Places to Preserve
Places to preserve in Holly Springs safeguard environmentally sensitive lands and provide meaningful opportunities to link residents with nature. They generally include permanent conservation areas, one hundred-year floodplains, and land inside the high lake level and buffer area (260 ft) for the Shearon Harris Nuclear Power Plant. Future development is discouraged in these locations to protect natural areas throughout the community, with the exception of single-dwelling detached homes on very large lots and cross-town trails and greenways that provide attractive and viable travel corridors for walking and biking.

Future Land Use: Neighborhood Center
Small scale, Neighborhood Centers provide goods and services to surrounding neighborhoods. Their proximity to neighborhoods requires that operations be low-intensity, unobtrusive, and at a scale and design compatible with nearby residential development. The design of Neighborhood Centers transitions effectively between residential and nonresidential uses, and includes safe and convenient pedestrian and bicycle access for nearby residents. While this is primarily a commercial category, some Neighborhood Centers may include upper story residential or office. Sites also effectively minimize the impact of cut-through traffic on nearby neighborhood streets by orienting vehicle access and circulation away from adjacent neighborhoods.

Future Land Use: Natural Area
Natural Areas are largely undeveloped and reserved for preservation and low-impact recreation (trails and greenways) because of their outstanding beauty, environmental features, or proximity to Harris Lake.

Land Use & Character Information (cont.)

Future Land Use: Mixed Residential Neighborhood
A Mixed Residential Neighborhood includes several housing types – single dwelling detached, single dwelling attached, and multi-dwelling – that provide a range of home choices in the same neighborhood. Homes are oriented toward the street with on-street parking in front of more dense housing options. New development should include a comprehensive and connected network of open space that provides room to gather, preserves large tree stands, and helps manage stormwater run-off. Small blocks and a grid network support a well-connected, cohesive community.

Small Area Plan: N/A

Historic Structures: ☒ None
Across Avent Ferry Road from the subject property is the Samuel Bartley Holleman House, one of three Holly Springs properties on the National Historic Register. Next to the house is Collins Grove Baptist Church and Cemetery, a National Historic Register Eligible property.

Land Use & Character Staff Analysis:

The Major Subdivision Plan is: ☒ Consistent ☐ Inconsistent with the Land Use & Character Plan/Ordinances

The proposed Major Subdivision Plan is consistent with the Future Land Use designations of Neighborhood Center, Mixed Residential Neighborhood, and Natural Area. It meets the goals of these character areas, including:

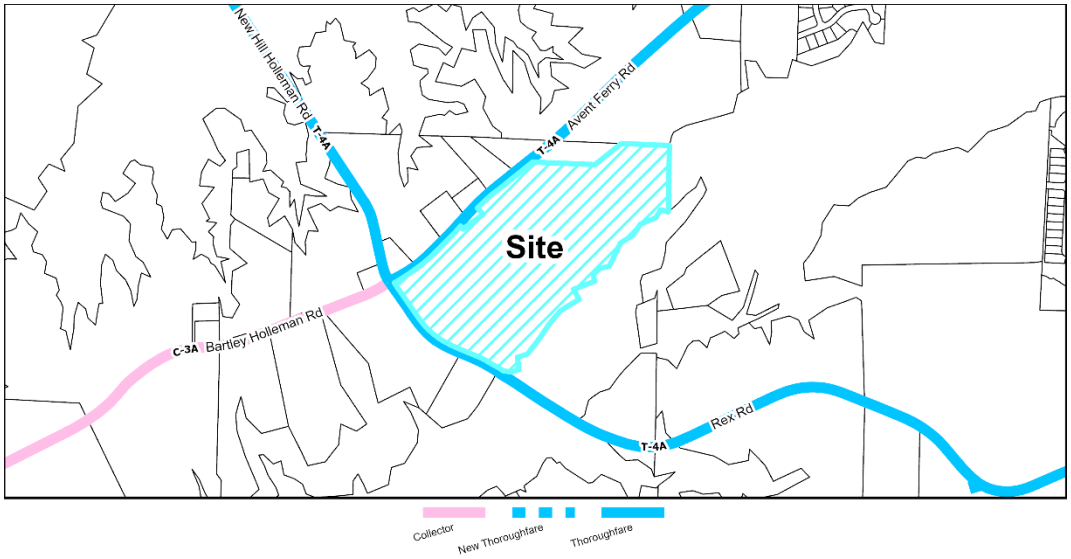
- No development in the Natural Area, with proposed Stormwater Control Measures as the closest features. Interior wetlands through the site are preserved.
- A proposed Commercial parcel for the Neighborhood Center, closest to the intersection of Avent Ferry Road and Rex Road. (Development at this site would be subject to Development Plan review, separate from any approval for this Major Subdivision).
- A variety of housing types, including 164 Quadruplex units and 115 Attached Dwelling units.
- A central, linear open space through the site, with Quadruplex units fronting this space.

Transportation Information

Vision Holly Springs Comprehensive Plan Section 2

Comprehensive Transportation Plan

Road Widening along Project Frontage	☒ Required ☐ Not Required
New Location Roadways	☐ Required ☒ Not Required
Hotspot/Safety Study Location	☐ Yes ☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:

In accordance with the Unified Development Ordinance (UDO) and Comprehensive Transportation Plan (CTP), road widening is required across the property frontages of Avent Ferry Road and Rex Road to meet ½ of the ultimate cross-sections. Avent Ferry Rd and Rex Rd are both identified as T-4A cross sections in the CTP, which are 4-lane median divided thoroughfares with 10' sidepaths. The development is proposing two driveway accesses along Avent Ferry Road and 2 driveway accesses along Rex Road. The Comprehensive Transportation Plans cross section will impact historic structures on the north side of Avent Ferry Road in the future and the applicant has provided a design for the Avent Ferry road-widening to minimize impacts to these historic sites. This design is consistent with the commitment made at rezoning and meets the Land Use & Character Plan's recommendation CC-20: Protect and Maintain Holly Springs's Historic Structures.

New Location Roadways:

There are no new CTP public roads proposed on this parcel.

Hotspot/Safety Study Location:

There are no Hotspot/Safety studies adjacent to this parcel.

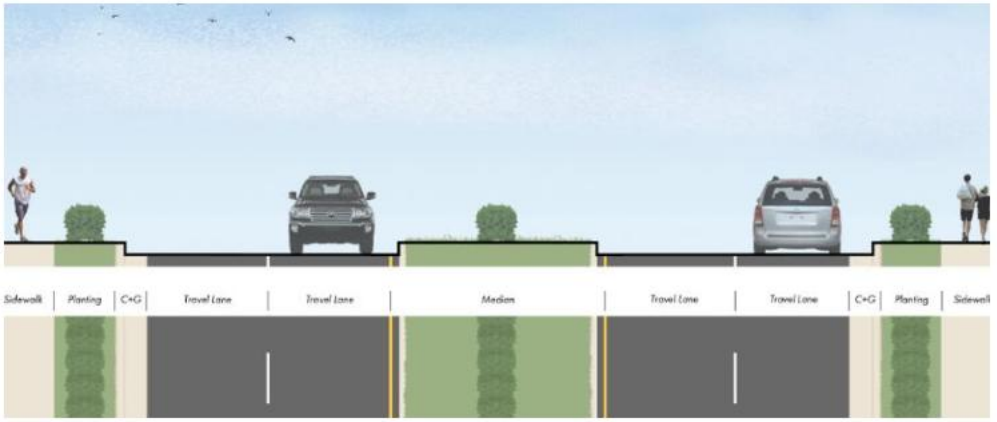
Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

☒Traffic Study Required ☐Tier 1
☐Tier 2
☐Tier 3
☒Traffic Verification Memo



Example of T-4A Thoroughfare Cross Section

Traffic Study Summary

A Traffic Impact Analysis (TIA) and associated Transportation Mitigation Agreement was completed and approved with the rezoning petition and a Traffic Verification Memo was completed with the Major Subdivision plan to ensure consistency with the TIA. The Major Subdivision plans show all recommended improvements within the approved TIA as follows:

Avent Ferry Road/Bartley Holleman Road at Rex Road/New Hill Holleman Road

- Provide exclusive northbound right-turn on Rex Road.
- Provide exclusive southbound left-turn on New Hill Holleman Road.
- Modify westbound approach of Avent Ferry Rd to provide exclusive right turn lane and shared left-turn/through lane.
- Install traffic signal. Typically, traffic signals are to be supported on metal poles and mast arms per the Engineering Design and Construction Standards, section 3.02.O. The applicant is requesting to use wooden poles in lieu of metal mast arms.

Avent Ferry Road

- Provide asymmetrical widening to eliminate future conflicts with Collins Grove Baptist Church and its cemetery and also comply with CTP required frontage widening.

Avent Ferry Road at West Site Driveway

- Construct site driveway with left-in/right-in/right-out movements.
- Provide westbound left-turn lane on Avent Ferry Road.
- Provide an eastbound right-turn lane on Avent Ferry Road.

Transportation Information (cont.)

Avent Ferry Road at East Site Driveway
- Construct full-movement site driveway.
- Provide westbound left-turn lane on Avent Ferry Road.
- Provide an eastbound right-turn lane on Avent Ferry Road.

Rex Road at West Site Driveway
- Construct site driveway with right-in/right-out movement.
- Provide westbound right-turn lane on Rex Road.

Rex Road at East Site Driveway
- Construct full-movement site driveway.
- Provide eastbound left-turn lane on Rex Road.
- Provide westbound right-turn lane on Rex Road.

Transportation Staff Analysis:

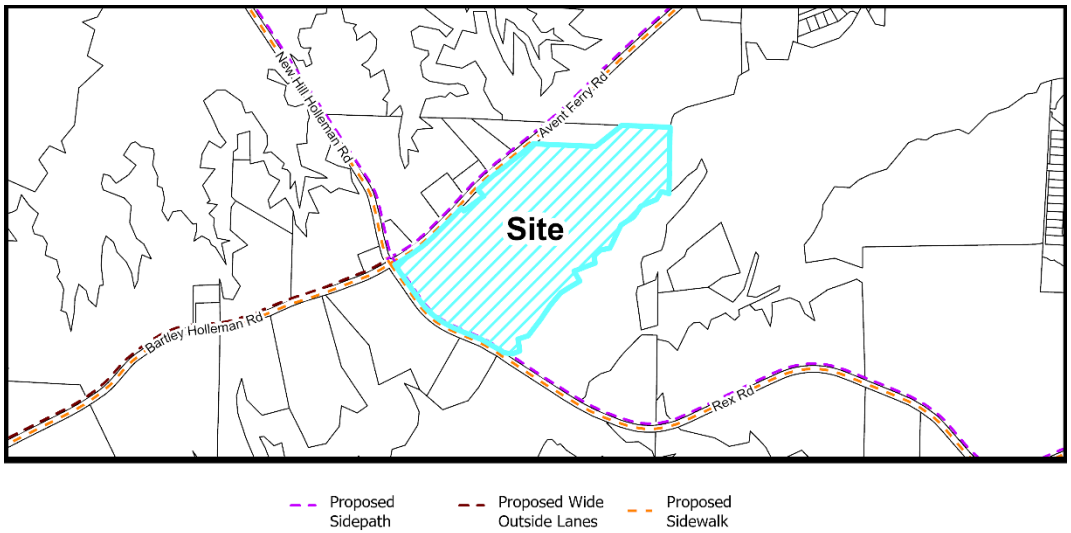
The Major Subdivision Plan is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

The mitigation improvements within the Transportation Mitigation Agreement set forth by the Traffic Impact Analysis are shown on the Major Subdivision plans and are consistent with the Comprehensive Plan.

Parks, Recreation & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area ☒ Yes ☐ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☒ Sidepath

A 10-foot sidepath is being installed along Rex Road and Avent Ferry Road in accordance with the Future Active Transportation Map. The plans show the sidepath along both road frontages, including a section across an off-site gap along Avent Ferry Road as required by UDO Section 7.6 Sidewalks, Sidepaths, and Greenways. Should sufficient right-of-way not already exist across the gap the applicant shall endeavor to obtain the necessary right-of-way, and if they are not able to, the Town will be able to assist in the condemnation of the necessary right-of-way to enable the applicant's construction of the Sidepath.

Parks, Recreation, & Greenways Summary

This site is subject to Park Search Area #7 as identified in the Parks, Recreation, and Greenways Master Plan. Park Search Areas require on-site public park land dedication for the benefit of both neighborhood and Town residents. The applicant has met with staff regarding pre-liminary park design, and both parties are coordinating outreach for public input. The park will be reviewed administratively by staff.

Parks, Recreation, & Greenways Staff Analysis:

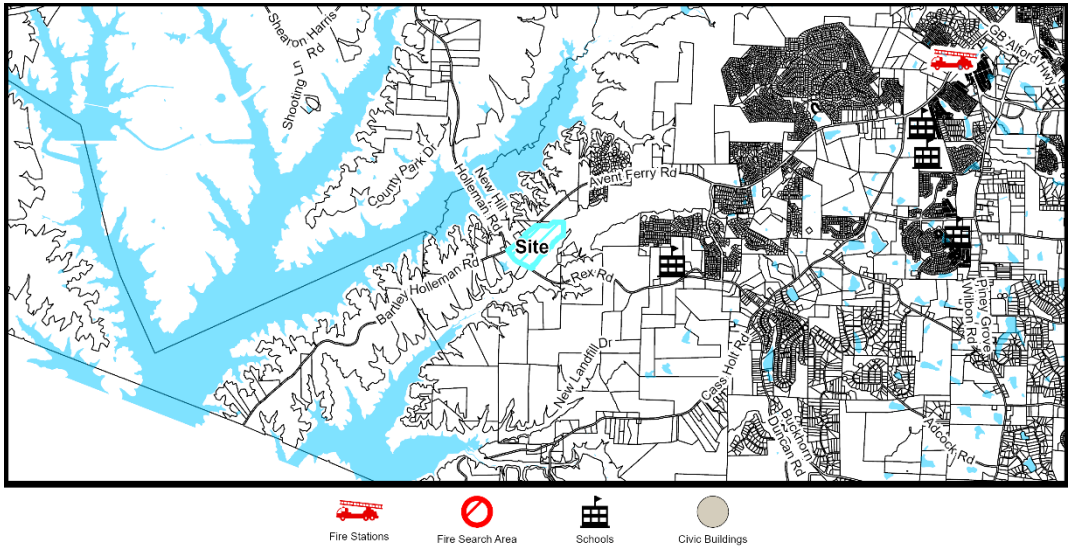
The Major Subdivision Plan is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The proposed Major Subdivision meets all requirements of the Comprehensive Plan, UDO, and approved rezoning.

Community Facilities Information

Vision Holly Springs Comprehensive Plan Section 4

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.



Community Facilities Map

WCPSS Coordination

A Letter of Impact from Wake County Public School System (WCPSS) was received for this rezoning and is included in the attachments.

Schools at the following grade levels within the current assignment area for the proposed rezoning are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☒ Elementary ☐ Middle ☒ High School ☐ N/A: All grade levels are anticipated to have sufficient capacity

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

☐ School expansion or construction within the next five years is not anticipated to address concerns.

☒ School expansion or construction within the next five years may address concerns at these grade levels:

☒ Elementary ☐ Middle ☒ High School

☐Not applicable – existing school capacity is anticipated to be sufficient.

Community Facilities Staff Analysis:

The Major Subdivision Plan is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan/Ordinances

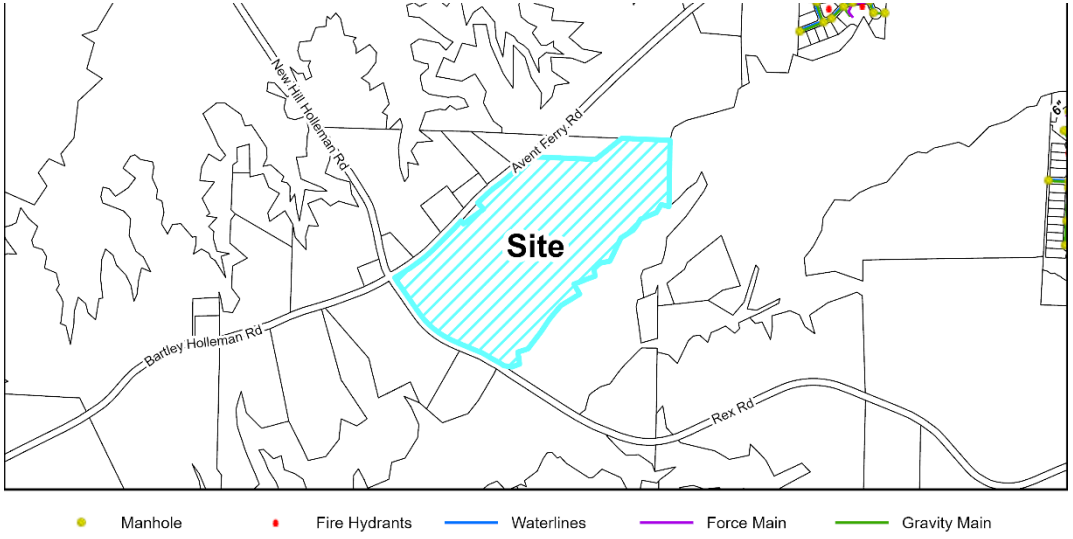
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map. Currently, the project site lies outside of preferred Police/Fire response times. However, future station siting will accommodate shorter response times. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System for their facility planning. WCPSS has reported current insufficient capacity but noted that with new school construction this insufficiency may be addressed.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☐ Yes ☒ No ☒ Study Required
Sanitary Sewer	☐ Yes ☒ No ☒ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

The project is required to tie to existing Town water facilities located in Avent Ferry Road near the Lochridge subdivision and extend up to and across the property frontage of Avent Ferry Road and Rex Road as well as throughout the site to serve the proposed development. A Fire Flow Analysis was completed with this Major Subdivision Plan and it confirmed adequate water pressure within the Town's system with the addition of this development.

Sanitary Sewer:

Sewer service is proposed to be provided via an onsite pump station and forcemain to discharge to the existing Avent Ferry Pump Station. Easement acquisition and construction associated with the forcemain route are included as part of this development.

A sewer study, including a pump station capacity analysis for the existing Avent Ferry pump station and the proposed pump station was completed with the rezoning. The study concluded that the Avent Ferry pump station has capacity to serve this project.

Reclaimed:

The project Is outside of the reclaimed service area.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☐ WRMP Applicable
☒ WRMP Not Applicable

☐Tier 1
☐Tier 2
☐Tier 3

Allocation Elements

☐ Public Infrastructure Improvements
☐ Sustainable Design
☐ Work Force Housing
☐ Open Space/Tree Preservation

Water Resource Management Policy Summary
The rezoning was submitted on June 2, 2023, and is therefore not subject to the Water Resource Management Policy (effective July 1, 2023).

Infrastructure & Utility Staff Analysis:

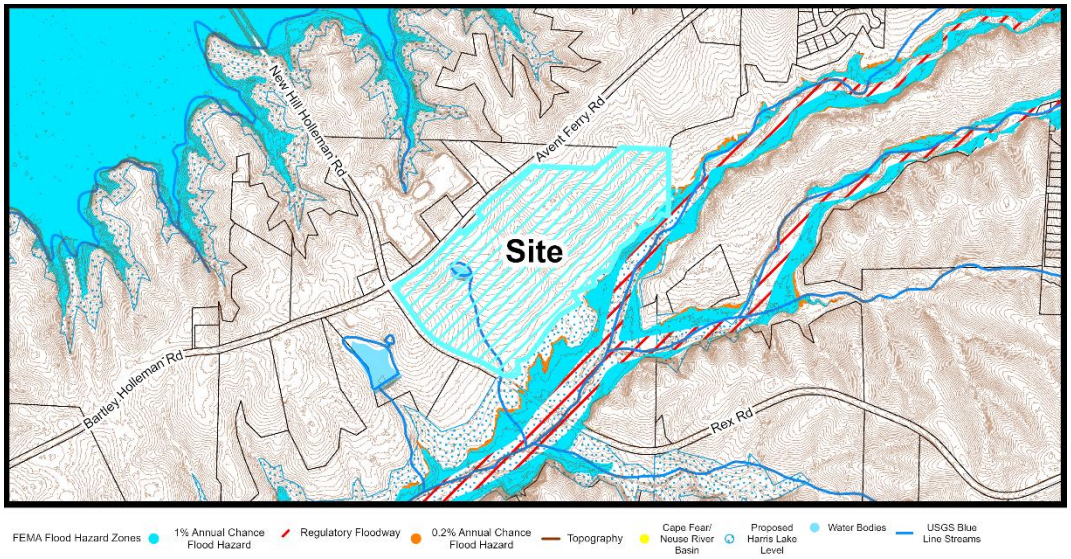
The Major Subdivision Plan is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed utility connections and extensions are consistent with the Engineering Studies associated with the Rezoning and Major Subdivision Plan, as well as and Town's Comprehensive Plan.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

On-site Private Open Space	**12% (6.83 acres)**
Tree Preservation Area	10%
Active Recreation Area	0%
Urban Civic Space	0.5%
Flexible Space	1.5%



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The proposed Major Subdivision includes the required amount of open space, with 11.20 acres total. This includes 5.71 acres of Tree Preservation, 3 acres of Active Recreation, and 2.5 acres of Flexible Space. The required Urban Civic Space will be incorporated in the future Commercial development.

Stormwater:

The project is located within the Cape Fear River Basin and proposes to treat all new impervious surfaces onsite with several Stormwater Control Measures. There are several jurisdictional features located on and adjacent to the site such as wetlands, a stream, floodplains, and Riparian buffers.

Natural Resources & Open Space Staff Analysis:

The Major Subdivision Plan is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The proposed Major Subdivision meets the requirements of the Natural Resources and Open Space regulations per the Unified Development Ordinance and Conditional Zoning District. Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval. This site has been designed to minimize impacts to existing environmental features, and is consistent with the Comprehensive Plan.

Development Standards Information

Unified Development Ordinance

The following is a summary of how the proposed development satisfies the applicable 2022 Holly Springs Unified Development Ordinance (UDO) the NMX-CD Neighborhood Mixed-Use Conditional Zoning District (23-REZ-04 Ragan Mixed-Use).

Development Standards Summary

Development Standards (UDO Section 2 & Rezoning Plan):

Density	UDO/CZD Standard	Proposed Standard
Number of Dwelling Units	279	279
Maximum Density	5.27	5.27

Building Height	UDO Standard	Proposed Standard
Maximum Building Height	45'	45'

Landscaping (UDO Section 5 & Rezoning Plan):

	Standard	Proposed Standard
Perimeter Buffers		
Thoroughfare Buffers	10' Type B (Commercial)/20' Type B (Residential)	10' Type B (Commercial)/20' Type B (Residential)
North (Residential Parcel)	10' Type C	10' Type C
East (Vacant Parcel0	10' Type B	10' Type B
Street Trees		
Thoroughfare	Trees on private property within 5 ft of the Right-of-Way	Trees on private property within 5 ft of the right-of-way
Local	Trees located within the public Right-of-Way	Trees located within the public Right-of-Way

Parking (UDO Section 6):

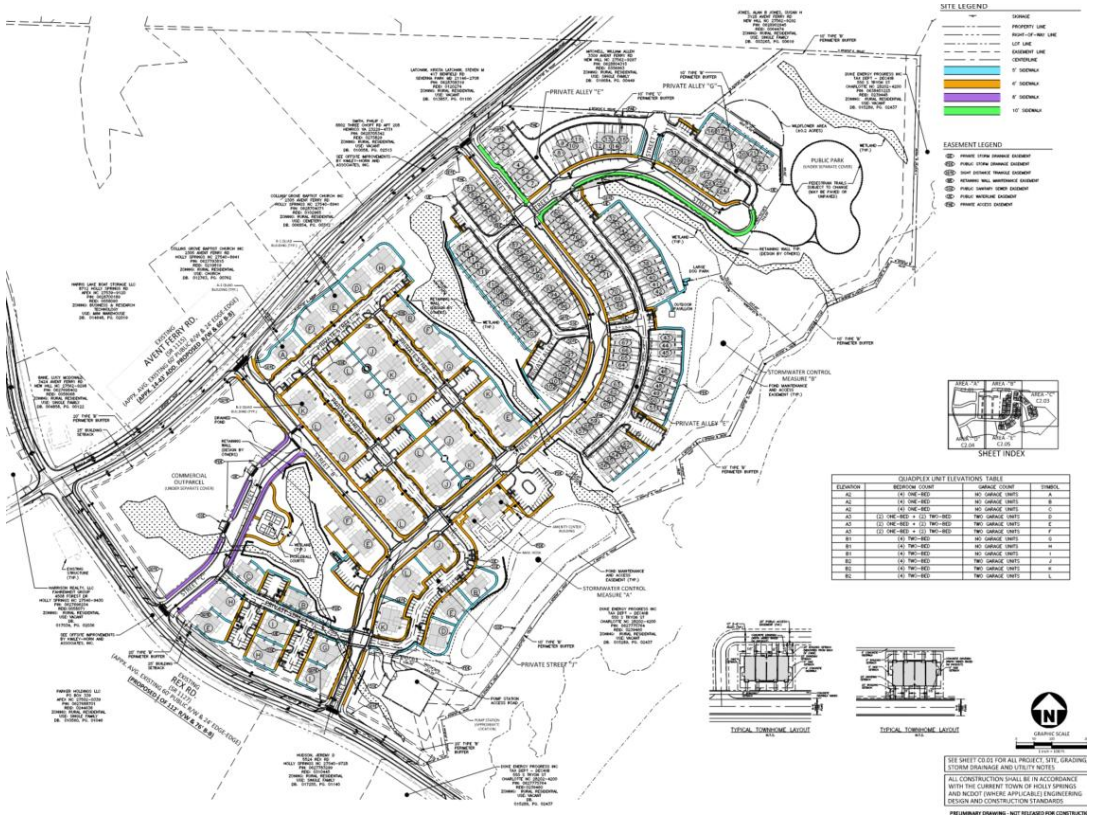
	UDO Standard	Proposed Standard
Minimum Parking – Attached Dwelling	253 spaces	321 spaces
Minimum Parking - Quadplex	164 spaces	314 spaces
Minimum Parking – Amenity Site	23 spaces	28 spaces
Bike Parking	35 spaces	95 spaces

EV Parking	5% EVSE, 15% EV-Ready 15% EVSE Ready	5% EVSE, 15% EV-Ready, Locations Confirmed at Construction Drawings

Building, Site and Subdivision Design (UDO Section 8 & Master Plan):

	Proposed Standard
Building Design	
Building Materials	Primary – Type 1 (e.g. brick, stone); Secondary – Type 2 (e.g. fiber cement, EIFS), 10% Accent – Type 3 (e.g. metal panel)
Roof Expression	Pitch - 7:12
Site Design	
Pedestrian Access & Circulation	Sidewalks to entrances and open spaces provided
Public Realm	Part of future Commercial Development

Proposed Site Design (UDO Section 8 and Conditional Zoning District)



Site Design Highlights

- 115 Townhome Lots and 164 Quadruplex units on shared lots
- Pump Station lot in southern corner
- 10' Sidepath connecting Avent Ferry Rd to proposed public park
- Centralized Open Space with vista termination at amenity center
- Commercial and Public Park parcels created for future development

Building Elevations (UDO Section 8 and Conditional Zoning District)

Amenity Site – Main Building

Quadplex Elevation example

Quadplex Elevation Example

Townhome Elevation Example

Building Elevation Highlights

- Meets Design Manual intent of rural character aesthetic
- Multiple façade designs for Attached Dwellings and Quadplexes
- Amenity structures with similar character as overall development

Development Standards Staff Analysis

The Major Subdivision Plan is: ☒ Consistent ☐ Inconsistent with the Unified Development Ordinance.

The proposed Village at Harris Lake Major Subdivision is overall consistent with the UDO and approved standards of the Ragan Mixed-Use Conditional Zoning District. All proposed structures have met the required setbacks, and the required buffers are shown on plans. Various open spaces are shown throughout the site, and a new parcel is shown for the public park site. Site design features and façade standards have also been demonstrated. As part of a Neighborhood Mixed-Use Conditional Zoning District, commercial development is required which will be reviewed at time of development plan submittal. The approved Development and Design Manual includes a condition that a minimum of 10,000sf of commercial space will be constructed prior to the 150th Certificate of Occupancy for a residential unit.

Decision-Making Information

Comprehensive Plan and Unified Development Ordinance Consistency Summary Table

Vision Holly Springs Comprehensive Plan	
Land Use & Character Plan/Ordinances (Section 1)	☒ Consistent ☐ Inconsistent
Comprehensive Transportation Plan/Ordinances (Section 2)	☒ Consistent ☐ Inconsistent
Parks, Recreation & Greenways Master Plan/Ordinances (Section 3)	☒ Consistent ☐ Inconsistent
Community Facilities Plan/Ordinances (Section 4)	☒ Consistent ☐ Inconsistent
Infrastructure & Utilities Plan/Ordinances (Section 5)	☒ Consistent ☐ Inconsistent
Natural Resources Plan/Ordinances (Section 6)	☒ Consistent ☐ Inconsistent
Unified Development Ordinance	
Unified Development Ordinance	☒ Consistent ☐ Inconsistent

Major Subdivision Plan Staff Analysis
The applicant must demonstrate that the proposed Major Subdivision Plan complies with minimum requirements specified in Town's adopted land development policies and ordinances.

The Major Subdivision Plan complies with minimum requirements specified in approved Conditional District Rezoning, Town adopted land development policies, and all ordinances.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Land Use Advisory Committee Discussion
The LUAC discussed the initial concept for this project on May 2, 2023.
Planning Board Representatives: Thomas Urquhart, Rick Madoni
Town Council Representatives: Mayor Sean Mayefskie, Mayor Pro Tem Daniel Berry

Summary of Discussion: Land Use Advisory Committee members offered feedback on general layout of the site, a potential regional pump station, more opportunity for commercial, Comprehensive Plan compatibility with the current character area, and concerns over density.

Neighborhood Meeting
The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 10/30/2024
Summary of Issues: Construction timeline, Rentals vs. Ownership for units, and Avent Ferry right-of-way width being appropriate for utilities.

Planning Board Consideration & Action

Planning Board Meeting Date: 7/22/2025

A summary of the Planning Board discussion and final recommendation can be found in the Planning Board Action Report attached with the agenda item.

Application Modifications

The following modifications have been made to the application as a result of feedback received from the Planning Board:

- None

Town Council Consideration & Action

Quasi-Judicial Public Hearing

Prior to the Quasi-Judicial Public Hearing:

- Mailed notice will be sent to all property owners within 500 feet of the project.
- Posted notice will be made with a public hearing sign on the property.

Town Council Decision: Quasi-Judicial Decision

Quasi-Judicial Decision:

Quasi-Judicial decisions are determined by the presentation of factual evidence as to whether the proposed Development Plan satisfies the applicable development standards. The Town Council must hold a Quasi-Judicial public hearing to collect facts and then make a decision based on the written and oral evidence presented. A Quasi-Judicial decision must be made on facts and evidence and cannot be based on opinions or hearsay. Anyone who presents facts and evidence during the Quasi-Judicial public

hearing must be sworn in under oath and may be subject to cross-examination. These criteria shall be used to evaluate whether the proposal will cause significant adverse impacts on adjacent properties:

Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.

Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.

Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.

Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.

Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

Potential Major Subdivision Plan Petition Motion

Adopt Resolution #25-37 to make and accept Findings of Fact for and to approve / deny Major Subdivision Plan 24-MAS-03.

Resolution No. 25-37
Date Submitted: August 19, 2025
Date Adopted: August 19, 2025

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR AND TO APPROVE WITH CONDITIONS / DENY MAJOR SUBDIVISION PLAN 24-MAS-03; FOR VILLAGE AT HARRIS LAKE MAJOR SUBDIVISION

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in March 2022; and

WHEREAS, pursuant to NCGS §§160D 403 and Chapter 11 of the Town of Holly Springs UDO, the Town Council of Holly Springs ("Town Council") has the authority to grant approval of Development Plans if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Major Subdivision Plan Findings of Fact:
The Town Council shall consider the following review criteria in determining whether to approve, approve with conditions, or deny a Development Plan.

Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.

Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.

Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.

Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.

Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Applicant's written findings of fact into the minutes (Exhibit A), have received site plans, and have considered conditions of approval (Exhibit B) for the following requested Major Subdivision Plan:

Major Subdivision Plan 24-MAS-03: a 125-lot subdivision for Attached Dwellings, Quadplexes, a Commercial parcel, a Neighborhood Amenity Center, and a Public Park on 56.60 acres at 3313 Avent Ferry Road.

SUPPORTING APPROVAL

(This portion to be removed if vote to Deny)

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds that the Applicant's findings of fact to be consistent with the public testimony received on the requested Development Plan, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of additional conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to approve with conditions (Exhibit B) Major Subdivision Plan 24-MAS-03 for Village at Harris Lake; as submitted by The McAdams Company.

SUPPORTING DENIAL

(This portion to be removed if vote to Approve)

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds the Applicant's findings of fact (Exhibit A) not consistent with the public testimony received on the requested Development Plan, and therefore the Town Council reaches conclusions independently (Exhibit C).

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to deny Major Subdivision Plan 24-MAS-03 for Village at Harris Lake; as submitted by The McAdams Company.

Adopted by the Holly Springs Town Council on this, the 19th day of AUGUST, 2025.

Town of Holly Springs by **ATTEST**:

_____ _____

Sean Mayefskie, Mayor Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

MAJOR SUBDIVISION PLAN 24-MAS-03 FINDINGS OF FACT SUBMITTED BY APPLICANT

Criterion 1: The proposed project is consistent with the character of the zoning district and approved land uses. The proposed development meets the intent of the Neighborhood Mixed-Use zoning district and is consistent with the vision for the area, which identifies the intersection of Rex Road and Avent Ferry Road as a neighborhood commercial center. The proposed project plans for a commercial area at this corner with 32,000 square feet of commercial space. Significant efforts to mitigate impacts to adjacent properties as part of this development. These efforts include: realigning Avent Ferry Road so that the entirety of the new ROW dedication is located on this site, so that impacts to the historic structures and church are eliminated as this project develops and as the rest of the area continues to develop. Additionally, enhanced buffers and screening will be provided along the northern property line and along the site's frontage where the pump station will be located.

Criterion 2: The proposed development will be required to meet enhanced tree preservation and open space requirements per the approved zoning conditions. Since the site was recently timbered, reforestation areas are proposed as part of the development, so as to increase the amount of tree canopy in the area. In addition, the proposed development will not only be dedicating almost 7 acres of parkland, but designing and constructing the park for the Town, in coordination with the Town's Parks and Recreation department. The park will provide a programmed, passive park for residents of Holly Springs to enjoy and recreate at.

Criterion 3: The proposed project layout will ensure that streets, lots, utilities, and public improvements are served by town services in an economical way that will also help to facilitate future development in the area. Water and sewer stubs to surrounding properties will be provided as well as vehicular and pedestrian access stubs, with the exception of the property to the east of the site, which is owned by Duke Energy and is unlikely to develop in the future. Water will be extended down Avent Ferry Road from the Lochridge subdivision to the site. The proposed pump station will be able to serve this proposed development. Additionally, the new ROW for Avent Ferry Road will be located entirely on this site, so that impacts to the historic structures and church are eliminated as this project develops and as the rest of the area continues to develop.

Criterion 4: The proposed development enhances the public realm by providing a public park, commercial space, and a variety of open spaces and trails throughout the site. These trails, which connect the commercial area on the western side of the site to the public park on the eastern side of the side, encourage pedestrian accessibility throughout the site and ultimately to the broader Holly Springs community. The architectural standards, set by the recently approved rezoning, will ensure that the buildings and structures built on this site are compatible with the rural character of the surrounding neighborhood. Additionally, the enhanced buffers will help to ensure that the transitions from surrounding rural parcels to the new development are sensible and not visually disruptive the character of the community.

Criterion 5: The Town's Comprehensive Plan identified this site as a neighborhood commercial node and a conservation neighborhood. The recently approved rezoning furthers the goals of the plan by providing 32,000 square feet of commercial space and significant open space and reforestation areas on the site. The proposed project will provide a walkable mixed-use development, with commercial space, a variety of unique housing types, and a public park. Transportation improvements along Avent Ferry and Rex Road will be provided to further the goals of the Comprehensive Transportation Plan and have been located to minimize impacts to the church and historic structures located near the site. The public park that will be constructed and then dedicated to the Town aligns with the Town's Parks and Recreation Master Plan's vision for the park search area that this site is located within.

RESOLUTION EXHIBIT B

MAJOR SUBDIVISION PLAN 24-MAS-03 CONDITIONS OF APPROVAL / ***(This portion to be removed if vote to Deny)***

1. All previous conditions of approval for *23-REZ-03 Ragan Mixed-Use Rezoning* apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement.
2. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
3. ALL recommendations from the Traffic Study and as a result of Town and NCDOT review associated with this project, must be incorporated into the plans no later than with your next submittal to avoid delays in your development review. This must be finalized prior to this project being scheduled for Planning Board and Town Council.
4. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements included in the Traffic Study unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
5. A new traffic signal is warranted at the intersection of Rex Rd/ Avent Ferry Rd/ New Hill Holleman Rd/ Bartley Holleman Rd. This development is responsible for traffic signal design and installation, including mast arm pole construction and fiber connection/extension, in accordance with Town standards.
6. If build out exceeds the anticipated time frame in the approved Traffic Study, an update of the Traffic Study will be required prior to or with the Development Plan for the associated phase. Recommended improvements will be required to be completed prior to plat approval of that phase.
7. Thoroughfares, collectors, and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
8. Offsite right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
9. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between the property owners at the time of plat.
10. In accordance with Engineering Design & Construction standards (ED&CS) Section 7.07, the pump station site lot shall be platted and deeded to the Town of Holly Springs through fee simple conveyance prior to pump station final acceptance. A deed of easement is not sufficient and is not allowed. Show lot lines on the associated subdivision plan and preliminary pump station site plan.
11. The following note must be clearly reflected on the plats and construction drawings for the adjacent lots to the Pump Station. "Pump station site owned by the Town of Holly Springs may be expanded in the future and there will be routine operation inspections and maintenance on the premises once the pump station is in operation."
12. All Special Studies must be finalized prior to being scheduled for Planning Board.
13. Preliminary Pump Station Site Plan is required to be on the same Town Council Meeting agenda as this plan.
14. Provide documentation in the form of a recorded plat of any required offsite sewer and water easements prior to construction drawing approval.
15. Offsite Sewer Infrastructure Incomplete: If any offsite sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Executive Director of Utilities and Infrastructure. The Town is not responsible for completion of off-site sewer facilities and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
16. If any offsite water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction

drawing approval unless otherwise approved by the Executive Director of Utilities and Infrastructure. The Town is not responsible for completion of off-site water facilities and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed. This will become a condition of approval.

17. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
18. Payment of any required Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
19. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
20. Please note that this project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance. A general stormwater requirement may affect this project. Refer to NCDWQ's website for more information.
21. Please note that the Town Staff has been delegated approval authority by NCDWQ for stormwater management plans. Documentation of approval to NCDEQ is the responsibility of the owner.
22. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater SCM prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.
23. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project. This will become a condition of plan approval.
24. If during CD review it is determined the vehicular stub to the Mitchell property is not practicable, a FIL will be required for demolition of items within this stub location (curb, fence, etc.) and extension of curb and pavement to property line.
25. Provide a signage and pavement marking plan for interior streets with the CD submittal. Plan should show traffic patterns/flow including directional arrows and stop locations. If this project is a portion of a large plan, show surrounding drives and properties to ensure safe internal traffic patterns.
26. All new overhead power lines and services must be installed underground with this development. Existing overhead power lines within the right-of-way along the property frontage must be relocated underground. If the relocation underground is deemed not feasible by the Utility company, a waiver of UDO Section 7.08 must be submitted with this project and a fee-in-lieu will be required prior to Construction Drawing approval.
27. Fiber utility connection/extension is required with this project associated with the traffic signal & pump station installation and construction. Please continue to coordinate with Staff during construction drawings.
28. If changes are made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report will be required with first construction drawing submittal for all lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development.
29. Provide confirmation of NCDOT approval for 10-ft travel lanes on New Hill Holleman Road prior to Construction Drawing approval.
30. The following shall be provided with the first submittal of Construction Drawings:
    a. A Lighting Plan must be provided. Street lighting must not interfere with street trees or site distance triangles.
    b. All Active Recreation Open Space elements must include details for all proposed structures, objects, and landscaping.
    c. Foundation Landscaping must be detailed on provided Landscape Plans.
    d. Revise the amenity parking lot to accommodate the fire truck turning template.
31. Revise vertical design (grading and storm drainage) to accommodate the median on Rex Road to be installed up to the intersection during Construction Drawing review.
32. Electric Vehicle parking space requirements will adhere to Unified Development Ordinance, and their locations will be determined at time of Construction Drawings.

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A unless specified below:

The Town Council made the following additional findings:

Criterion 1: X No additional findings

Criterion 2: X No additional findings

Criterion 3: X No additional findings

Criterion 4: X No additional findings

Criterion 5: X No additional findings

RESOLUTION EXHIBIT D

ADDITIONAL CONDITIONS OF APPROVAL

The Town Council added the following conditions in order to adequately make and accept the Findings of Fact:

X No additional conditions of approval

Planning Board Meeting Date: 7/22/2025

Per NCGS §160D-301(b), the Planning Board may provide a preliminary forum for review of quasi-judicial decisions, provided that no part of the forum or recommendation may be used as a basis for the deciding board.

Planning Board Decision Type: Advisory Decision

Advisory Decision
The Planning Board must review the application and make a recommendation to the Town Council.

The Planning Board should consider whether or not the proposed Major Subdivision Plan is consistent with the technical standards of Town of Holly Springs Unified Development Ordinance.

The Planning Board discussed the following issues and concerns:
- Police and Fire response times prior to new station siting in this area of Town
- Traffic concerns in vicinity of US-1 and New Hill Holleman Road
- Confirmation of preservation of historic structures across Avent Ferry and Rex Road
- Timing and requirements of the proposed site-only pump station to be upgraded to a regional pump station
- Confirmation of Neighborhood Meeting notification
- Confirmation the proposed traffic signal will be metal mast arms and not wood poles

Major Subdivision Plan Motion
The Planning Board recommends the Town Council approve Major Subdivision Plan 24-MAS-03 for Village at Harris Lake as submitted by John Martin with McAdams, dated Revised 7/7/2025 with staff recommended conditions.

The Planning Board voted in favor of the recommendation (9 - 0)

Those voting against the motion:
- None

Student Assignment
5625 Dillard Drive
Cary, NC, 27518
Email: studentassignment@wcpss.net

tel: (919) 431-7333
fax: (919) 694-7753

June 5, 2024

Chis Hills, AICP
Director, Development Services
Town of Holly Springs
chris.hills@hollyspringsnc.gov

Dear Chris,

The Wake County Public School System (WCPSS) Office of School Assignment received information about a proposed rezoning/development within the Town of Holly Springs planning area. We are providing this letter to share information about WCPSS's capacity related to the proposal. The following information about the proposed rezoning/development was provided through the Wake County Residential Development Notification database:

- Date of application: June 2, 2023
- Name of development: Ragan Mixed-Use
- Address of rezoning: 3313 Avent Ferry Road (PIN 0627890439)
- Total number of proposed residential units: 279
- Type(s) of residential units proposed: 115 Attached Dwellings (townhomes); 164 Attached Dwellings (quadruplex)

Based on the information received at the time of application, the Office of School Assignment is providing the following assessment of possible impacts to the Wake County Public School System:

☐ Schools at all grade levels within the current assignment area for the proposed rezoning/development are anticipated to have sufficient capacity for future students.

☒ Schools at the following grade levels within the current assignment area for the proposed rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☒ Elementary ☐ Middle ☒ High

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

☐ Not applicable – existing school capacity is anticipated to be sufficient.

☐ School expansion or construction within the next five years is not anticipated to address concerns.

☒ School expansion or construction within the next five years may address concerns at these grade levels:

☒ Elementary ☐ Middle ☒ High

Thank you for sharing this information with the Town of Holly Springs Planning Board and Town Council as they consider the proposed rezoning/development.

Sincerely,

Susan W. Pullium, MSA
Senior Director

DEVELOPMENT PETITION PACKET

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

Pre-Submittal Requirements

☑ Special Study Scoping meetings for Traffic and Water Resources are required to occur prior to your Sketch Plan (pre-application) meeting. These meetings will be held virtually. Please review the Town's Water Resource Management Policy. Complete the Traffic Scoping and Water Resource Inventory Request Forms and email to DSIntake@hollyspringsnc.gov to schedule your scoping meeting.

☑ A Neighborhood Meeting is required to occur prior to your submittal. The requirements for this meeting can be found in section 11.5 of the Unified Development Ordinance (UDO). The Neighborhood Meeting shall take place no more than 12 weeks prior to the application date and can be held virtually. A copy of the Neighborhood Meeting Notice must be sent to DSIntake@hollyspringsnc.gov prior to mailing for review and approval along with a copy of the mailing list.

☑ A Sketch Plan Review (Pre-Application) Meeting must be held a minimum of five (5) business days prior to but no more than 8 weeks before the Petition Submittal Deadline as specified on the appropriate submittal calendar.

To schedule a Sketch Plan (Pre-Application) Meeting, register for an account on the Portal and apply for a Planning & Zoning Review ~> Pre-Application Meeting.

The full review procedures for Major Subdivisions, Development Plans, and Special Use Permits can be found in the Town of Holly Springs Unified Development Ordinance (UDO).

Visit www.hollyspringsnc.us/2170/Development-Services for a current fee schedule and review calendars.

Submittal Requirements

All items listed are required for a complete submittal. Incomplete submittals will be rejected and delay the process.

Submit the following items via the Portal . All complete applications submitted by Noon on Friday will be reviewed by staff the following Monday. If your application is deemed complete and can move forward, you will be notified of any fees to be paid no later than Noon on Wednesday. Fees must be paid before your project is routed for review:

- Completed, Signed Petition
- All items listed on the submittal checklist
- Special Study reviews must be submitted concurrently with your Development Plan review.

For questions about your submittal, please review our Digital Submittals Webpage and reach out to DSIntake@hollyspringsnc.gov

PETITION TYPE	
☐	**Major Subdivision** ☐ Residential ☐ Non-Residential ☐ New ☐ Major Amendment ☐ Minor Amendment
☑	**Development Plan** ☑ Residential ☐ Non-Residential ☑ New ☐ Major Amendment ☐ Minor Amendment

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

PETITION CONTACT INFORMATION *(Attach additional sheets if needed)* Applicant and Financially Responsible Party will need to register for an account on the Portal.	
Project Applicant Check One: ☐ Owner ☐ Owner's Agent ☑ Design Professional ☐ Developer ☐ Other	
Name: John Martin	Company: The McAdams Company
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-287-0739	E-Mail: jmartin@mcadamsco.com
Design Professional	
Name: Laura Holloman	Company: The McAdams Company
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-610-7377	E-Mail: holloman@mcadamsco.com
Developer	
Name: Jeremy Medlin	Company: Greenhawk Corporation
Mailing Address: 1330 Sunday Drive, Suite 105	
City, State, Zip: Raleigh, NC 27607	
Telephone: 919-924-3803	E-Mail: jmedlin@greenhawkcorp.com
Architect	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Landscape Architect	
Name: Michael Vampran	Company: The McAdams Company
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: vampran@mcadamsco.com
Financially Responsible Party (REQUIRED)	
Name: Same as Developer	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Property Owner (REQUIRED)	
Name: Same as Developer	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

PROJECT INFORMATION	
Project Name	Ragan
PUD/Master Plan or Subdivision	N/A
Shopping Center or Lot #	N/A
Project Location *Use street address. If none, use closest intersection*	3313 Avent Ferry Road
	☐ Within Corporate Limits ☑ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0627890439
Real Estate ID	0058074
Project Acreage	56.91 Partial Parcel? ☐ Yes ☑ No
Current Zoning	NMX-CD
Proposed Use	Residential
Open Space	☐ Dedication ☐ Fee-in-lieu ☑ Combination ☐ N/A
Waivers Requested	☑ No ☐ Yes: Specify UDO Section Number(s):
Special Study Scoping Meeting Dates	TIA: Complete Pump Station: 11/8/24
Sketch Plan Review (pre-submittal) Meeting Date:	10/31/24
Water Resource Management Program (WRMP)	WRMP Priority Level ☑ 1 ☐ 2 ☐ 3 Allocation Request Required

CERTIFICATE OF COMPLETION
I certify that all information presented in this petition is accurate to the best of my knowledge and belief.
Signature of Applicant: Joh C Marti Date: 11/11/2024

SUBMITTAL CHECKLIST: MAJOR SUBDIVISION PLAN ***(Residential and Non-Residential)*** A copy of this checklist and the following items must be submitted with the Petition for **Major Subdivision Plan** to be deemed a complete submittal:	
Initial or N/A	**Requirement**
JM	Complete Petition Form. Applicant, all design professionals and financially responsible party must be completed.
JM	PDF version of plans in 24" x 36" (Arch D) format
JM	Plan Requirements and Data checklist
JM	Postmaster Certification of Cluster Mailbox Unit location
N/A	Certificate of Plan Revisions if submitting a revision to approved plans
N/A	Waiver Request Forms if applicable, as determined at the Sketch Plan Review (pre-submittal) meeting
JM	Preliminary Stormwater Submittal Checklist
JM	Grease Trap (FOG) Survey (any business using or disposing of fats, oils or grease)
JM	Industrial Waste Survey (all businesses)
JM	Residential Development Notification Form
N/A	Design Standards (Non-residential only)
N/A	Streetscape and Mobility Standards (non-residential only)
JM	Neighborhood Meeting Report
JM	Detailed Findings of Fact
JM	Wake County Residential Development Notification Form *Only for projects proposing residential dwelling units*
N/A	All Special Studies must be submitted under separate individual applications to be reviewed concurrently with this petition.

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

SUBMITTAL CHECKLIST: DEVELOPMENT PLAN A copy of this checklist and the following items must be submitted with the Petition for **Development Plan** to be deemed a complete submittal:	
Initial or N/A	**Requirement**
JM	Complete Petition Form. Applicant, all design professionals and financially responsible party must be completed.
JM	PDF version of plans in 24" x 36" (Arch D) format
JM	Plan Requirements and Data checklist
JM	Postmaster Certification of Cluster Mailbox Unit location
N/A	Certificate of Plan Revisions if submitting a revision to approved plans
N/A	Waiver Request Forms if applicable, as determined at the Sketch Plan Review (pre-submittal) meeting
JM	Preliminary Stormwater Submittal Checklist
JM	Grease Trap (FOG) Survey (any business using or disposing of fats, oils or grease)
JM	Industrial Waste Survey (all businesses)
JM	Wake County Residential Development Notification Form *Only for projects proposing residential dwelling units*
JM	Neighborhood Meeting Report
JM	Detailed Findings of Fact *(if applicable)*
N/A	All Special Studies must be submitted under separate individual applications to be reviewed concurrently with this petition.

DEVELOPMENT PLAN & MAJOR SUBDIVISION FINDINGS OF FACT

A petition for Development Plan or Major Subdivision may only be approved upon the presentation of the following:

1. The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein:

Please see pages immediately following for complete responses to 1-5.

2. The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu:

3. The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties:

4. The proposed building or site design enhances the public realm, maximize natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character:

5. The design of the project furthers the goals and policies of the Comprehensive Plan:

October 23, 2024

Ragan Development Plan Findings of Fact

The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein:

RESPONSE

- The proposed project is consistent with the character of the zoning district and approved land uses. The proposed development meets the intent of the Neighborhood Mixed-Use zoning district and is consistent with the vision for the area, which identifies the intersection of Rex Road and Avent Ferry Road as a neighborhood commercial center. The proposed project plans for a commercial area at this corner with 32,000 square feet of commercial space. Significant efforts to mitigate impacts to adjacent properties as part of this development. These efforts include: realigning Avent Ferry Road so that the entirety of the new ROW dedication is located on this site, so that impacts to the historic structures and church are eliminated as this project develops and as the rest of the area continues to develop. Additionally, enhanced buffers and screening will be provided along the northern property line and along the site's frontage where the pump station will be located.

The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu:

RESPONSE

- The proposed development will be required to meet enhanced tree preservation and open space requirements per the approved zoning conditions. Since the site was recently timbered, reforestation areas are proposed as part of the development, so as to increase the amount of tree canopy in the area. In addition, the proposed development will not only be dedicating almost 7 acres of parkland, but designing and constructing the park for the Town, in coordination with the Town's Parks and Recreation department. The park will provide a programmed, passive park for residents of Holly Springs to enjoy and recreate at.

The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties:

RESPONSE

- The proposed project layout will ensure that streets, lots, utilities, and public improvements are served by town services in an economical way that will also help to facilitate future development in the area. Water and sewer stubs to surrounding properties will be provided as well as vehicular and pedestrian access stubs, with the exception of the property to the east of the site, which is owned by Duke Energy and is unlikely to develop in the future. Water will be extended down Avent Ferry Road from the Lochridge subdivision to the site. The proposed pump station will be

able to serve this proposed development. Additionally, the new ROW for Avent Ferry Road will be located entirely on this site, so that impacts to the historic structures and church are eliminated as this project develops and as the rest of the area continues to develop.

The proposed building or site design enhances the public realm, maximize natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character:

RESPONSE

- The proposed development enhances the public realm by providing a public park, commercial space, and a variety of open spaces and trails throughout the site. These trails, which connect the commercial area on the western side of the site to the public park on the eastern side of the side, encourage pedestrian accessibility throughout the site and ultimately to the broader Holly Springs community. The architectural standards, set by the recently approved rezoning, will ensure that the buildings and structures built on this site are compatible with the rural character of the surrounding neighborhood. Additionally, the enhanced buffers will help to ensure that the transitions from surrounding rural parcels to the new development are sensible and not visually disruptive the character of the community.

The design of the project furthers the goals and policies of the Comprehensive Plan:

RESPONSE

- The Town's Comprehensive Plan identified this site as a neighborhood commercial node and a conservation neighborhood. The recently approved rezoning furthers the goals of the plan by providing 32,000 square feet of commercial space and significant open space and reforestation areas on the site. The proposed project will provide a walkable mixed-use development, with commercial space, a variety of unique housing types, and a public park. Transportation improvements along Avent Ferry and Rex Road will be provided to further the goals of the Comprehensive Transportation Plan and have been located to minimize impacts to the church and historic structures located near the site. The public park that will be constructed and then dedicated to the Town aligns with the Town's Parks and Recreation Master Plan's vision for the park search area that this site is located within.

WAKE COUNTY RESIDENTIAL DEVELOPMENT NOTIFICATION

(only for projects proposing residential dwelling units)

Complete the Wake County Residential Development Notification Form online and provide the following information:

DEVELOPER REPRESENTATIVE INFORMATION	
Contact Name:	Jeremy Medlin
Company Name:	Greenhawk Corporation, Inc.
Phone Number:	919-291-3819
E-Mail:	jmedlin@greenhawkcorp.com
PROJECT INFORMATION	
Project Name:	Ragan
Date of Subdivision Application	11/11/24
City, Town or Jurisdiction	Holly Springs
Address of Subdivision or nearest cross street	3313 Avent Ferry Road
REID(s)	0058074
PIN(s)	0627890439
Subdivision Completion Date	2028
Projected First Occupancy Date	Fall 2027
Total Number of Units	279
Senior Living Unit Total	0
Studio Unit Total	0
1 Bedroom Unit Total	22
2 Bedroom Unit Total	205
3 Bedroom Unit Total	52
4 Bedroom Unit Total	0

ANTICIPATED COMPLETION OF UNITS & DATES	
Year: 2027	Number of Units: 68
Year: 2028	Number of Units: 211
Year:	Number of Units:
Year:	Number of Units:

Preparer's Signature: Date: 11/11/24

NEIGHBORHOOD MEETING REPORT

A Neighborhood Meeting is required to occur prior to your submittal. The requirements for this meeting can be found in section 11.5 of the Unified Development Ordinance (UDO). The Neighborhood Meeting shall take place no more than 12 weeks prior to the application date and can be held virtually. A copy of the Neighborhood Meeting Notice must be sent to DSIntake@hollyspringsnc.gov prior to mailing for review and approval along with a copy of the mailing list.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	10/30/24
Meeting Time:	5:30PM
Meeting Location:	Virtual

CONDUCT OF MEETINGS *(Attach additional sheets if needed)*

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

Please see pages immediately following for full neighborhood meeting summary. Thank you.

Changes made to the Petition as a result of the meeting:

No changes have been made as a result of this meeting.

Preparer's Signature: Kate Murdoch Date: 11/11/24

November 4 , 2024

MEETING SUMMARY

The neighborhood meeting for the Ragan Mixed-Use Development Plan (residential-portion) was held on Wednesday October 30, 2024 at 5:30pm. The meeting was held virtually via Zoom. Five neighbors attended the meeting.

PRESENTATION

- Jason Barron began the meeting at 5:30pm. He provided attendees with an overview of the approved rezoning for the site before highlighting the proposed site plan. Jason emphasized that the development plan being submitted would only include the residential phase of the project and that the other phases would be submitted later and that additional meetings would be held ahead of those submittals in accordance with Town of Holly Springs policies.

QUESTIONS

- What is the timeframe after zoning to start construction?
  - It will likely be at least a year and a half before any construction begins. We have not yet submitted the development plan for this project and will need to complete that review process, as well as construction drawings before any construction can be begin.
- Will the units be rental or owner-occupied?
  - The quad units will be rentals at this time. We do not know whether the townhomes will be rental or owner-occupied. However, the townhomes will be located on individually platted lots. A homebuilder has not yet been identified and that will determine whether the units will be rented or owned.
- Is the existing ROW on Avent Ferry large enough to accommodate the proposed utilities?
  - Yes. At this time there is no indication that any additional ROW will be needed to make the necessary utility improvements for the development.
- Where is the ROW located? Can documentation be provided from NCDOT?
  - The ROW is located from ditch to ditch on Avent Ferry and Rex Road. NCDOT has been maintaining this area as the ROW and North Carolina law provides that NCDOT has right-of-way over the area it is maintaining from ditch-to-ditch. In review of the materials we have seen, we believe that there is sufficient right-of-way based upon NCDOT's area of maintenance to accommodate the public improvements required for this development.

Sincerely,

MCADAMS

Kate Murdoch
Planner II, Planning + Design

MORNINGSTAR LAW GROUP

Jason Barron | Partner
434 Fayetteville Street | Suite 2200
Raleigh NC 27601

919-590-0371
jbarron@morningstarlawgroup.com
www.morningstarlawgroup.com

To: Neighboring Property Owner

From: Jason Barron

Date: October 18, 2024

Re: Notice of neighborhood meeting to discuss development plan for certain property located at 3313 Avent Ferry Road, containing approximately 56.9 acres, as depicted on the Concept Map below (the "Property")

We are counsel for a developer which will be submitting a Development Plan to the Town of Holly Springs for the above-captioned Property, a copy of the Development Plan is included herein. The Property that is subject to the Development Plan and all properties within 500 ft of the Property are highlighted in yellow on the context map included with this mailing. We must mail this notice to all owners of properties within 500 ft of the Property per the requirements of the Town of Holly Springs Unified Development Ordinance.

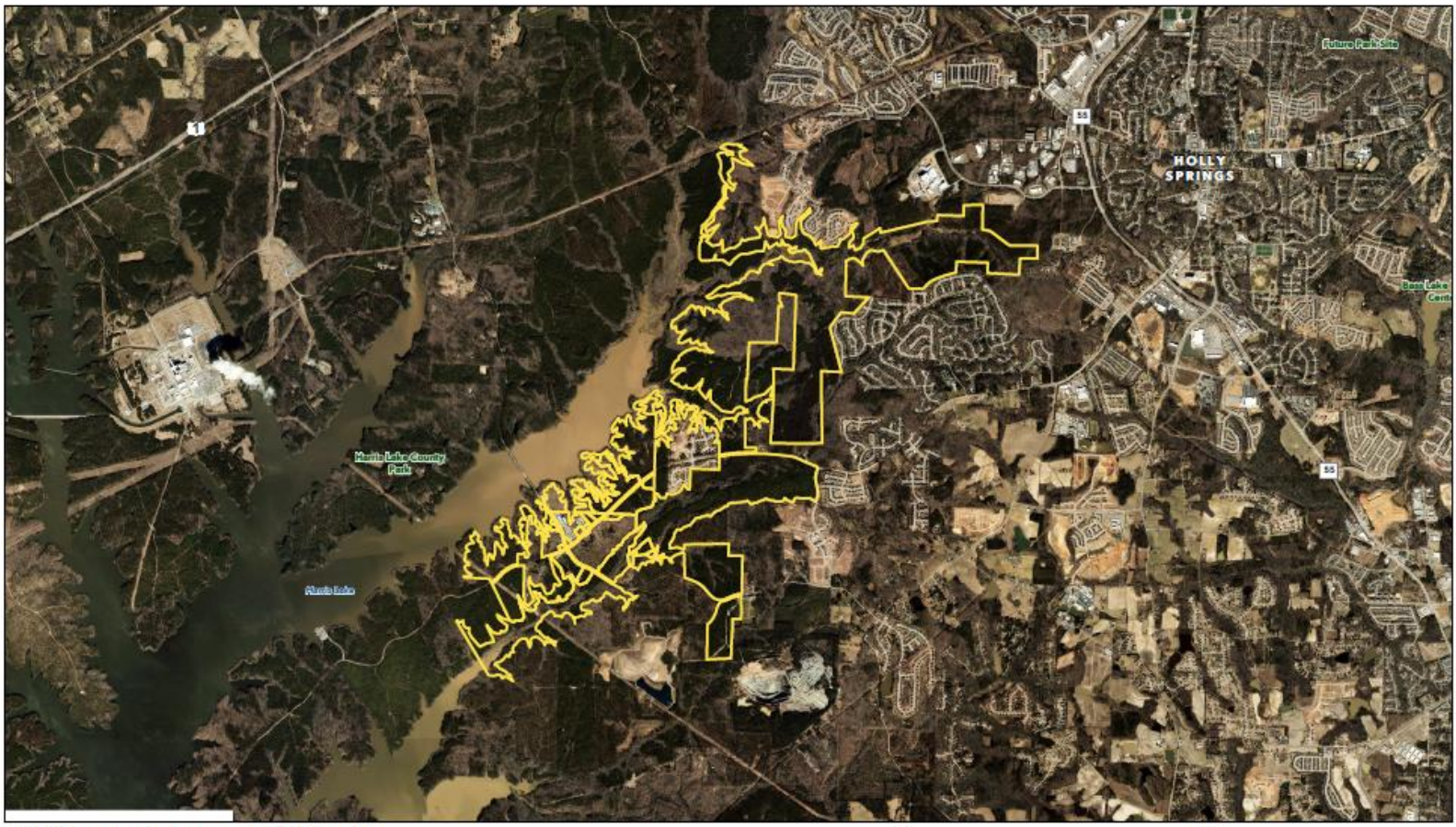
The purpose of this Development Plan is to facilitate development of the residential portion of the overall mixed use development consistent with the zoning for the Property as approved by the Town of Holly Springs earlier this year.

We will hold a virtual neighborhood meeting on **Wednesday, October 30, 2024**, **5:30 p.m. – 6:30 p.m.** via Zoom. The purpose of the neighborhood meeting is to ensure that nearby property owners are made aware of the proposed project and can inform us of their questions or comments. We hope this will help us understand how this project could impact you.

Instructions for registering for and joining the meeting are enclosed.

Please do not hesitate to contact me directly should you have any questions or wish to discuss any issues. I can be reached at 919-590-0371 or jbarron@morningstarlawgroup.com. Also, for more information about rezoning, you may want to visit hollyspringsnc.gov or contact the Town of Holly Springs Planning Department at (919) 557-3908.

Context Map



3313 advent ferry - 500ft buffer

N

0 400 3,200 6,400

1 Inch equals 3,200 feet

Disclaimer
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use,or its interpretation.

How to Participate in the October 30, 2024 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device, go to https://morningstarlawgroup.com/10302024Ragan to register for the meeting. (Registration is necessary as we are required by the Town of Holly Springs to have a record of attendance.)
    - Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
    - To participate by phone,
    - Dial one of the following numbers:
        - +1 929 436 2866
        - +1 301 715 8592
        - +1 305 224 1968
        - +1 312 626 6799
        - +1 646 931 3860
        - +1 719 359 4580
        - +1 253 205 0468
        - +1 253 215 8782
        - +1 346 248 7799
        - +1 360 209 5623

    REGISTRATION QR CODE

    - Webinar ID: 825 1749 7974
    - Passcode: 718644
    - For attendance purposes as required by the Town of Holly Springs, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty registering, you can call Leticia Shapiro at **(919) 590-0366** or email **tshapiro@morningstarlawgroup.com** prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email **tshapiro@morningstarlawgroup.com** and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e., only the presenters will be visible.

If you are participating via your computer, iPhone, or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at **tshapiro@morningstarlawgroup.com**.

LEGEND
PROPOSED SITE ACCESS
PROPOSED VEHICULAR CIRCULATION
10' SIDEPATH
PEDESTRIAN SIDEWALK
PUBLIC PARK BOUNDARY
NEIGHBORHOOD MIXED USE
COTTAGE DWELLINGS/ QUADPLEX
TOWNHOMES
STORMWATER CONTROL MEASURE
TREE PRESERVATION AREA/ REFORESTATION AREA
ACTIVE RECREATION AREA
FLEXIBLE SPACE
URBAN CIVIC SPACE
FLOODWAY
FLOODPLAIN (0%)
PROPOSED ZONING:
NMX-CD
EXISTING AVENT FERRY RD. (SR 1115)
(APPX. AVG. EXISTING 60' PUBLIC R/W & 24' EDGE-EDGE)
(APPX. 14-43' ADD. PROPOSED R/W & 60' B-B)
EXISTING REX RD. (SR 1127)
(APPX. AVG. EXISTING 60' PUBLIC R/W & 24' EDGE-EDGE)
(PROPOSED 1 OF 112' R/W & 76' B-B)
POD 1
POD 2
POD 3
POD 4
POD 5
POD 6
POD 7
POD 8
ACTIVE RECREATION AREA 1
ACTIVE RECREATION AREA 2
ACTIVE RECREATION AREA 4
SCM 1
SCM 2
NMX ZONING OPEN SPACE SITE DATA
GRAPHIC SCALE
PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

HOLLY SPRINGS
North Carolina

Affidavit of Owner's Consent

Before me personally appeared Jeremy Medlin who, being duly sworn, hereby proclaims that they are the owner of the property legally described as the specified Wake County Parcel Identification Number(s) listed below:

0627890439	

and does hereby authorize Laura Holloman / McAdams to act

(name of representative/applicant)

on their behalf as their agent with regard to the processing of said Development Project.

Signature of Owner

Print Name Jeremy Medlin
Entity Agarwal Family III LLC
Address 1330 Sunday Drive, Suite 105
City, State,Zip Raleigh, NC 27607

Sworn to or affirmed and subscribed before me this 30th day of October, 2024.

NOTARY PUBLIC:

Official Signature of Notary

Amber N Gaines, Notary Public
Print Name

My commission expires: 1/17/2027

(Official Seal)

AMBER N. GAINES
My Comm. Expires
NOTARY PUBLIC
January 17, 2027
WAKE COUNTY, NC

CERTAIN ITEMS WITHIN THESE PLANS HAVE BEEN PRODUCED IN COLOR FOR CLARITY OF THE PLANS. THESE PLANS MUST BE PLOTTED IN COLOR TO BE VALID.

VILLAGE AT HARRIS LAKE

3313 AVENT FERRY ROAD
NEW HILL, NC 27562

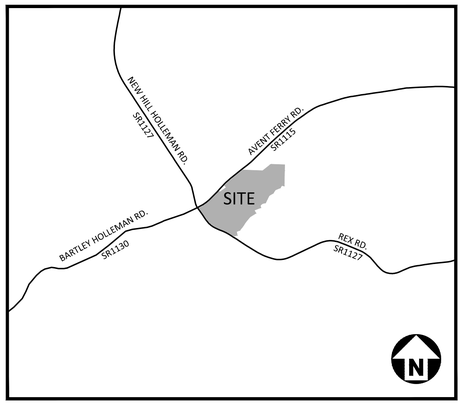
24-MAS-03/PLMSPP202400239
23-REZ-03/PLRZ202300140

MAJOR SUBDIVISION

PROJECT NUMBER: GHK-22001
DATE: JULY 7, 2025

LOT BREAKDOWN		
TYPE	LOT NUMBERS	QUANTITY
TOWNHOME LOTS	1 - 115	115
COMMERCIAL LOTS	600	1
PARK	300	1
PUMP STATION	400	1
QUAD UNITS/OPEN SPACE	500 - 502	3
OPEN SPACE	200 - 203	4
TOTAL		**125**

Parking Data Table			
TOWNHOME PARKING	**REQUIRED**	2 SPACES / UNIT	230
		+10% GUEST SPACES	23
		TOTAL	**253**
	PROVIDED	2 SPACES / UNIT (GARAGE AND DRIVE)	230
		PARALLEL ON-STREET SPACES	43
		PERPENDICULAR SPACES	48
		TOTAL	**321**
QUADPLEX PARKING	**REQUIRED**	1 SPACE / UNIT	164
		TOTAL	**164**
	PROVIDED	DRIVEWAYS AND GARAGES	80
		PARALLEL ON-STREET SPACES	66
		PERPENDICULAR SPACES	168
		TOTAL	**314**
AMENITY PARKING	**REQUIRED**	1 SPACE / 100 SF OF POOL	1 SPACE x (1680 SF / 100 SF) = 11
		3.5 SPACES / 1000 SF RECREATIONAL BUILDING	3.5 SPACES x (3170 SF / 1000 SF) = 12
	PROVIDED	PARALLEL ON-STREET SPACES	6
		PERPENDICULAR SPACES	22
		TOTAL	**28**



VICINITY MAP
1" = 2000'

GENERAL NOTES

1. STREETS, VEHICULAR DRIVES, SIDEWALKS, MUTLI-USE/SIDE PATHS, AND PEDESTRIAN CONNECTIONS SHOWN ON THIS PLAN ARE APPROXIMATE. AT THE TIME OF DEVELOPMENT PLAN REVIEW, THE LOCATION AND DESIGN OF SUCH FEATURES SHALL COMPLY WITH THE APPLICABLE STANDARDS OF THE HOLLY SPRINGS UDO AND OTHER APPLICABLE LAWS, STANDARDS, POLICIES AND GUIDELINES.
2. EXCEPT AS OTHERWISE DESCRIBED OR PERMITTED IN THIS MASTER PLAN, DEVELOPMENT ON THIS SITE SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN OF HOLLY SPRINGS UDO, ALL OF WHICH SHALL CONSTITUTE THE ZONING REGULATIONS FOR THE APPROVED DISTRICT AND ARE BINDING ON THE PROPERTY.
3. ALL MODIFICATIONS TO MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH UDO SECTION 11.16.
4. BOUNDARY SHOWN PER ESP ASSOCIATES, INC..
5. THE LOCATION OF ACCESS POINTS AND INTERNAL STREETS SHOWN ON THE MASTER PLAN ARE ILLUSTRATIVE, WITH FINAL LOCATIONS TO BE DETERMINED AT THE TIME OF DEVELOPMENT PLAN.
6. CHANGES TO THE USE/INTENSITY AND PROPOSED USES SHALL REQUIRE A REZONING.
7. PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS.

DEVELOPMENT STANDARDS

Development Intensity	Approved Standards
Maximum Gross Density	
Maximum Gross Residential Density Allowed	5.27 units/acre
Maximum Gross Floor Area	
Floor Area: Ground Floor Story Allowed	16,000 sf
Open Space and Gathering Area	
Overall Minimum Open Space Required	30%
Interior Building Setbacks - All Structures (ft)	
Front	Min: 5' Max: 20'
All other setbacks (Side and Rear)	Min: 5'
Side - Corner Setback	5'
Exterior Building Setbacks - All Structures (ft)	
Exterior Setback to Adjacent All Other Residential Districts (minimum)	10'
Exterior Setback to Adjacent Commercial	25'
Thoroughfare Setback	25'
Buffers	
RR Buffer (Single Family Parcel)	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B
Thoroughfare Buffer	10' Type B (commercial) 20'Type B (residential)
Building Height	
All Primary Structures (maximum)	45'
Primary Structures - Minimum number of stories	1
Primary Structures - Maximum number of stories	3
Accessory Structures (maximum)	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1-1.5'

All other applicable development standards not listed here shall follow UDO standards and requirements.

SHEET INDEX

C0.01 PROJECT NOTES
C0.02 TYPICAL SECTIONS
C0.03 TYPICAL SECTIONS
C1.00 EXISTING CONDITIONS
C1.01 EXISTING CONDITIONS
C1.02 EXISTING CONDITIONS
C2.00 OVERALL SITE PLAN
C2.01 SITE PLAN - AREA - "A"
C2.02 SITE PLAN - AREA - "B"
C2.03 SITE PLAN - AREA - "C"
C2.04 SITE PLAN - AREA - "D"
C2.05 SITE PLAN - AREA - "E"
C2.06 OVERALL LOT DIMENSION PLAN
C2.07 LOT DIMENSION PLAN
C2.10 OPEN SPACE AND PRESERVATION PLAN
C2.20 WASTE MANAGEMENT PLAN
C2.30 FIRE PROTECTION PLAN
C3.00 GRADING PLAN
C3.01 STORM DRAINAGE PLAN
C4.00 OVERALL UTILITY PLAN
C4.01 UTILITY PLAN - AREA - "A"
C4.02 UTILITY PLAN - AREA - "B"
C4.03 UTILITY PLAN - AREA - "C"
C4.04 UTILITY PLAN - AREA - "D"
C4.05 UTILITY PLAN - AREA - "E"
C4.06 UTILITY PLAN - AREA - "F"
C4.07 UTILITY PLAN - AREA - "G"
C4.08 UTILITY PLAN - AREA - "H"
C4.09 UTILITY PLAN - AREA - "I"
C8.00 SITE DETAILS
C8.01 SITE DETAILS
C8.02 STORM DETAILS
C8.03 WATER DETAILS
C8.04 SANITARY SEWER DETAILS
L5.00 OVERALL LANDSCAPE PLAN
L5.01 LANDSCAPE CALCULATIONS
L5.02 LANDSCAPE DETAILS
L5.03 AMENITY CENTER

EX-1 SEWER BASIN MAP

SUPPLEMENTAL PLANS
- AMENITY ELEVATIONS
-MAIL KIOSK ELEVATIONS
-BUILDING ELEVATIONS
- LKC PUMP STATIONS PLANS
- KHA OFFSITE IMPROVEMENT PLANS

SITE DATA

OWNERS	NAME	PIN	REAL ESTATE ID
	AGARWAL FAMILY III LLC 1330 SUNDAY DR STE 105 RALEIGH NC 27607-5196	0627890439	0058074
SITE ADDRESS	3313 AVENT FERRY RD NEW HILL, NC 27562		
DEVELOPER	GREENHAWK CORPORATION		
EXISTING ZONING	RURAL RESIDENTIAL		
PROPOSED ZONING	NEIGHBORHOOD MIXED-USE CONDITIONAL DISTRICT (NMX-CD)		
SITE AREA	GROSS SITE AREA: 56.913 ACRES (2,479,152 SF)* RIGHT OF WAY DEDICATION: 8.54 ACRES (371,865 SF) NET SITE AREA: 48.38 ACRES (2,107,287 SF) *INCLUDES ACREAGE WITHIN AVENT FERRY R/W		
RIVER BASIN	CAPE FEAR RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	FORESTRY/ VACANT		
PROPOSED USES	COMMERCIAL; ATTACHED DWELLING; MULTI-FAMILY ATTACHED DWELLINGS: 164 UNITS TOWNHOMES: 115 LOTS		
ESTIMATED WASTEWATER FLOW RATES (15A NCAC 02T .0114)	MOB: 50 practitioners, 1 shift, 200 gal/day per practitioner: 80 x 1 x 250 = 20,000 gal/day Retail: 16,000 sf, 130 gal/day per 1,000 sf: 16,000 / 1,000 x 130 = 2,080 gal/day Townhomes: 115 units x 255 gal/day per unit = 29,325 gal/day Single-Family: 164 units x 255 gal/day per unit = 41,820 gal/day Total = **93,225 gal/day average daily flow** 93,225 gal/day x 2.5 PF = **233,063 gal/day peak daily flow** 233,063 gal/day / 1,440 min/day = 162 gal/min minimum pumping rate CALCULATIONS FROM LKC ENGINEERING SEWER STUDY		

NMX ZONING OPEN SPACE SITE DATA

GROSS SITE AREA	56.91 ACRES (2,479,152 SF)
ON-SITE PRIVATE OPEN SPACE	REQUIRED: 6.83 ACRES (12%) PROVIDED: 11.20 ACRES (19% MIN.)
TREE PRESERVATION AREA	REQUIRED: 5.69 ACRES (10%) PROVIDED: 5.7 ACRES (10% MIN.)
ACTIVE RECREATION AREA	REQUIRED: 0.00 ACRES (0%) PROVIDED: 3.0 ACRES (5%)
URBAN CIVIC SPACE	REQUIRED: 12,396 SF (0.5%) PROVIDED: 12,396 SF (MIN.)
FLEXIBLE SPACE	REQUIRED: 0.85 ACRES (1.5%) PROVIDED: 2.5 ACRES (4% MIN.)

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CONTACT
JOHN MARTIN
jmartin@mcadamsco.com
PHONE: 919. 361. 5000

CLIENT
GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087
GREENHAWK

PROJECT DIRECTORY

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

MAJOR SUBDIVISION FOR:
VILLAGE AT HARRIS LAKE
3313 AVENT FERRY ROAD
NEW HILL, NC 27562
PROJECT NUMBER: GHK-22001

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-CS1.dwg, 7/7/2025 1:47:58 PM, Savana Bonnett

GENERAL NOTES (FOR RESIDENTIAL DEVELOPMENT)

1. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. CONSTRUCTION DRAWING APPROVAL IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION. DEVELOPMENT FEES (ACREAGE, FEE IN LIEU OF ASSESSMENT AND INSPECTION FEES AND OTHERS AS REQUIRED MAY BE APPLICABLE) ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
3. THE PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL.
4. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED BY ROBINSON AND PLANTE, PC.
5. BOUNDARY INFORMATION TAKEN FROM A SURVEY BY ROBINSON AND PLANTE, PC.
6. TOPOGRAPHIC DATA TAKEN FROM A SURVEY BY ROBINSON AND PLANTE, PC.
7. ALL STREETS SHALL BE PUBLIC UNLESS NOTED OTHERWISE.
8. THE HOA SHALL MAINTAIN THE OPEN SPACE AND ALL LANDSCAPING IN COMMON AREAS.
9. THE MINIMUM DRIVEWAY LENGTH FOR A FRONT LOAD 2-CAR GARAGE IS 25'.
10. ALL LOTS ADJACENT TO COMMON OPEN SPACE AND SIDE FACADES THAT FACE RIGHTS-OF-WAYS WILL BE REQUIRED TO MEET THE SIDE AND REAR DESIGN FEATURES TABLE (TABLE 2.09 C-5 IN THE TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE. THIS TABLE IS ON THE COVER SHEET).
11. ALL INTERNAL STREETS MUST BE LIGHTED PRIOR TO THE FIRST CERTIFICATE OF OCCUPANCY. ALL ADJACENT ROADS WILL BE LIGHTED PRIOR TO STREET ACCEPTANCE FOR 1 YEAR WARRANTY.
12. ZONE 1 OF THE CAPE FEAR BUFFER MUST BE LEFT COMPLETELY UNDISTURBED.
13. NO FILL MATERIAL IS TO BE BROUGHT INTO ZONE 1 OF THE CAPE FEAR BUFFER.
14. NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE CAPE FEAR BUFFER AREAS.
15. ALL MAIL KIOSKS WILL REQUIRE UDO PERMIT PRIOR TO CONSTRUCTION.
16. NO MORE THAN 85% OF BUILDING PERMITS SHALL BE ISSUED PRIOR TO THE COMPLETION OF ALL DEVELOPED RECREATIONAL OPEN SPACE.
17. ALL POWER SERVICES INCLUDING THE EXISTING POWER ALONG CASS HOLT ROAD WILL BE UNDERGROUND.
18. EACH HOME SHALL BE SUBJECT TO THE RESIDENTIAL DESIGN FEATURES FOR FRONT, SIDE AND REAR FACADES AT THE TIME OF BUILDING PERMIT.
19. ALL PARKING LOT IMPROVEMENTS SHOWN ARE PRIVATE.
20. ALL RETAINING WALLS ARE DESIGNED BY OTHERS.
21. LOCATIONS OF STREET TREES AND STREET LIGHTING WILL BE FIELD COORDINATED BY THE DEVELOPER TO ELIMINATE CONFLICTS.
22. ADJACENT ROADWAYS WILL BE REQUIRED TO BE LIGHTED PRIOR TO FIRST C.O. AND THAT INTERNAL ROADWAYS MUST BE LIGHTED PRIOR TO STREET ACCEPTANCE FOR 1 YEAR WARRANTY.
23. ALL BOARDWALKS ARE REQUIRED TO BE DESIGNED AND SEALED BY A P.E. PER THE TOWN OF HOLLY SPRINGS CONSTRUCTION DESIGN STANDARDS AND SPECIFICATION (PRIOR TO CD APPROVAL) AND WILL REQUIRE A PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT.
24. A PRE-CONSTRUCTION MEETING WITH THE TOWN CONSTRUCTION INSPECTOR AND ENVIRONMENTAL ENGINEER (TELEPHONE 919-557-3938) WILL BE REQUIRED BEFORE BEGINNING ANY CONSTRUCTION.
25. ROOT GUARD (DETAIL HS816) REQUIRED FOR ALL STREET TREES.

SITE NOTES

1. ALL LANDSCAPING HAS BEEN PROVIDED AS CONSISTENT WITH THE APPROVED DEVELOPMENT OPTIONS PLAN REQUIREMENTS. SEE THE LANDSCAPE PLAN FOR FURTHER INFORMATION.
2. NO SIGHT OBSTRUCTING OR PARTIALLY OBSTRUCTING WALL, FENCE, VEGETATION, BERM, SIGN, PARKED VEHICLE OR OTHER OBJECTS BETWEEN THE HEIGHTS OF TWO FEET AND EIGHT INCHES ABOVE THE CURB LINE ELEVATION (OR THE EDGE OF PAVEMENT IF NO CURB EXISTS) SHALL BE PLACED WITHIN SIGHT DISTANCE TRIANGLES.
3. WHERE A FEE IN LIEU IS REQUIRED, PAYMENT WILL BE MADE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS PARKS AND RECREATION LAND DEDICATION REQUIREMENTS.
4. SOLID WASTE IS TO BE PROVIDED BY CURB SIDE PICKUP.
5. ZONE CFB1 OF THE BUFFER MUST BE COMPLETELY UNDISTURBED, NO FILL MATERIAL IS TO BE BROUGHT INTO THE CFB1 BUFFERS, AND NO STRUCTURES ARE ALLOWED WITHIN THE BUFFER AREAS UNLESS SPECIFIC APPROVAL FOR IMPACTS IS OBTAINED FROM THE TOWN. GRADING AND OTHER LAND DISTURBING ACTIVITIES ARE ALLOWED IN CFB2, HOWEVER THESE ACTIVITIES MUST BE PERFORMED IN SUCH A MANNER AS TO PREVENT DAMAGE TO ROOTS OF REMAINING TREES, TO MAINTAIN THE FUNCTION OF THE BUFFER IN ACCORDANCE WITH STATE AND TOWN REGULATIONS.
6. ALL PARKING LOT STRIPING SHALL BE WHITE. ALL FIRE LANE STRIPING SHALL BE YELLOW.
7. ALL CURB AND GUTTER DIMENSIONS ON THESE PLANS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
8. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THEIR ORIGINAL CONDITION OR BETTER, AND TO THE SATISFACTION OF THE OWNER, BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
9. THE CONTRACTOR SHALL NOTE THAT THE DRAWINGS MAY NOT SHOW EVERY OFFSET, TRANSITION, FITTING, ETC. THAT MAY BE REQUIRED. THE CONTRACTOR SHALL INSTALL SUCH STANDARD APPURTENANCES AS REQUIRED TO CLOSELY FOLLOW THE GRADES AND ALIGNMENTS DEPICTED ON THE PLANS.
10. CONTRACTOR SHALL NOTIFY "NC811" (811) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
11. CONTRACTOR IS RESPONSIBLE FOR COORDINATING CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES FOR ANY REQUIRED RELOCATIONS (I.E. POWER POLES, TELEPHONE PEDESTALS, WATER METERS, ETC.).
12. ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION, FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO CONTRACTOR FOR ANY WORK DONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
13. TYPICAL PAVEMENT SECTION DETAILS ARE SHOWN WITHIN THIS SET AND INTENDED TO BE A MINIMUM PAVEMENT SECTION REQUIREMENT. THE CURRENT GEOTECHNICAL REPORT SHALL OVER-RIDE ALL TYPICAL PAVEMENT SECTIONS SHOWN, IF THE GEOTECHNICAL ENGINEER DEEMS A HEAVIER SECTION IS REQUIRED.
14. EQUIPMENT AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE USED PROVIDED APPROVAL HAS BEEN OBTAINED FROM THE OWNER IN WRITING PRIOR TO ORDERING OR INSTALLATION. THE CONTRACTOR SHALL WAIVE ANY CLAIM FOR ADDITIONAL COST RELATED TO SUBSTITUTION OF ALTERNATE EQUIPMENT.
15. ALL MAIL KIOSKS ARE TO BE HANDICAP ACCESSIBLE IN ACCORDANCE WITH THE NC BUILDING CODE.

RETAINING WALL NOTES

1. THE RETAINING WALL ALIGNMENT SHOWN ON THESE PLANS DEPICTS THE LOCATION OF THE FRONT FACE OF THE RETAINING WALL AT THE TOP OF THE WALL. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING RETAINING WALLS ARE NOT LOCATED IN ANY STREAM BUFFERS, AND THEIR CONSTRUCTION DOES NOT ENCROACH INTO ANY ADJACENT PROPERTIES DUE TO ANY BATTER INCORPORATED IN THE DESIGN OF THE WALLS.
2. RETAINING WALLS ARE TO BE DESIGN-BUILD PROJECTS BY THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN FINAL CONSTRUCTION DRAWINGS FROM A REGISTERED ENGINEER AND GAIN ALL REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE RETAINING WALLS.
3. RETAINING WALLS WILL REQUIRE CONSTRUCTION DRAWING APPROVAL AND A BUILDING PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT (TOWN OF HOLLY SPRINGS) TO ENSURE NO UTILITIES CONFLICT WITH THE STRUCTURAL REINFORCEMENT OF THE WALLS (TIE BACK SYSTEMS ARE NOT ALLOWED TO ENCROACH INTO EASEMENTS AND/OR R/WS).
4. AT ALL AREAS WHERE THE RETAINING WALLS ARE BEING CONSTRUCTED THE REINFORCING NEEDED FOR TIE-BACKS CANNOT BE LOCATED WITHIN 5 FEET OF PROPOSED UTILITY LINES.
5. RETAINING WALLS SHALL BE ASSUMED TO BE BACKFILLED WITH OFF-SITE BORROW MATERIAL OR PROCESSED FILL, UNLESS THE CONTRACTOR CAN PROVIDE TO THE OWNER WITH CONFIRMATION FROM THE GEOTECHNICAL ENGINEER AND THE RETAINING WALL DESIGNER, THAT READILY AVAILABLE ON-SITE SOILS CAN BE USED.
6. THE TOP AND BOTTOM OF WALL ELEVATIONS SHOWN ON THESE PLANS IDENTIFY FINISHED GRADE ELEVATIONS ONLY. THE EXTENT THAT THE RETAINING WALL WILL BE EXTENDED BELOW GRADE TO THE FOOTING OR ABOVE GRADE TO THE TOP OF THE CAP BLOCK COURSE SHALL BE IDENTIFIED ON THE RETAINING WALL CONSTRUCTION DRAWINGS.
7. ALL RETAINING WALLS OVER 30" HIGH SHALL HAVE A SAFETY RAIL OR FENCE (DESIGN BY OTHERS).
8. ANY PART OF ANY RETAINING WALL THAT EXTENDS INTO THE RIGHT-OF-WAY WILL REQUIRE AN ENCROACHMENT AGREEMENT. ENCROACHMENT AGREEMENTS FOR RETAINING WALLS SHALL BE APPROVED PRIOR TO CONSTRUCTION DRAWING APPROVAL.
9. ANY TIEBACK SYSTEMS FOR THE RETAINING WALLS SHALL NOT BE ALLOWED WITHIN PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENTS.
10. STORMWATER RUN-OFF SHALL BE DIRECTED AWAY FROM RETAINING WALLS. ANY RUN-OFF FLOWING TO AND OVER A RETAINING WALL SHALL BE KEPT TO AN ABSOLUTE MINIMUM AND BROUGHT TO THE ATTENTION OF THE WALL DESIGNER PRIOR TO THEIR DESIGN.

GRADING NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CFR PART 1926, SUBPART "P" APPLIES TO ALL EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH. EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRES THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER.
3. SOIL UNDER BUILDINGS AND PAVED AREAS SHALL BE APPROVED, PLACED AND COMPACTED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
4. GRADING IN AREAS DESIGNATED AS "ACCESSIBLE" SHALL COMPLY WITH ALL FEDERAL AND LOCAL ACCESSIBILITY RULES AND GUIDELINES. EVEN THOUGH PLANS MAY NOT SHOW ALL SPOT ELEVATIONS IN THESE REGIONS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT THE AREAS ARE GRADED TO AMERICAN DISABILITY ACT (ADA) COMPLIANT SPECIFICATIONS AND NC BUILDING CODE.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AREAS WHERE SPILL CURB IS NECESSARY TO CONVEY RUNOFF TO THE NEAREST CATCH BASIN OR DROP INLET. THE OWNER AND/OR ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR CURBING INSTALLED THAT DOES NOT DRAIN PROPERLY.
6. ALL PROPOSED INLETS, CATCH BASINS, AND DROP INLETS SHALL BE PROTECTED BY EROSION CONTROL MEASURES AS SHOWN AND SPECIFIED ON THE EROSION CONTROL PLAN. APPROVED EROSION CONTROL PLAN MUST REMAIN ON-SITE AT ALL TIMES DURING CONSTRUCTION.
7. THE CURB INLETS AND YARD INLETS SHALL BE CONSTRUCTED IN THE LOCATIONS SHOWN UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR REPORTING ANY DISCREPANCIES IN THE CATCH BASIN ELEVATIONS OR THE PROPOSED PIPE SLOPES TO THE ENGINEER. THE CONTRACTOR IS ALSO RESPONSIBLE TO REPORT ANY CONFLICTS BETWEEN ANY UTILITY, STORM DRAIN LINE, WATER LINE, SEWER LINE OR ANY OTHER PROPOSED OR EXISTING STRUCTURE TO THE ENGINEER.
8. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS. THE CONTRACTOR SHALL FIELD VERIFY GRADES SURROUNDING ALL BUILDINGS PRIOR TO GRADING ACTIVITIES AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
9. IF DEPARTURES FROM THE SPECIFICATIONS OR DRAWINGS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREFORE SHALL BE SUBMITTED TO THE OWNER/ENGINEER FOR REVIEW. NO DEPARTURES FROM CONTRACT DOCUMENTS SHALL BE MADE WITHOUT THE WRITTEN PERMISSION OF THE OWNER/ENGINEER.
10. ALL REQUIRED PERMITS AND APPROVALS FROM AGENCIES GOVERNING THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
11. EXISTING UTILITIES SHOWN ARE BASED ON FIELD SURVEYS AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THE PLANS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
12. ALL PROPOSED GRADING IS TO BE COMPLETED AT A SLOPE OF 3:1 OR FLATTER.

UTILITY NOTES

1. CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
2. ALL WATER AND SEWER MAINS WITHIN PUBLIC EASEMENTS AND RIGHT-OF-WAYS TO BE OWNED, OPERATED AND MAINTAINED BY THE TOWN OF HOLLY SPRINGS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.
4. ALL EXISTING UNDERGROUND UTILITIES ARE APPROXIMATELY LOCATED. ACTUAL LOCATION AND DEPTH SHALL BE CONFIRMED IN THE FIELD PRIOR TO CONSTRUCTION BY THE CONTRACTOR.
5. BEFORE STARTING ANY CONSTRUCTION OF IMPROVEMENTS WITHIN ANY TOWN OR N.C.D.O.T. STREET OR HIGHWAY RIGHT-OF-WAY THE FOLLOWING PROCEDURES SHOULD BE UNDERTAKEN; TOWN RIGHT-OF-WAY: CONTACT LOCAL AUTHORITIES' ENGINEERING DEPT. FOR INFORMATION ON DETOURS, OPEN CUTTING OF STREETS OR FOR ANY CONSTRUCTION WITHIN RIGHT-OF-WAY. N.C.D.O.T. RIGHT-OF-WAY: CONTACT PROJECT ENGINEERS AND OBTAIN ALL PERMITS AND ENCROACHMENTS (KEEP COPIES ON CONSTRUCTION SITE, ALSO CONTACT N.C.D.O.T. DISTRICT OFFICE 24 HOURS IN ADVANCE BEFORE PLACING CURB AND GUTTER).
6. ALL PROPOSED ELECTRIC, PHONE AND CABLE SERVICES SHALL BE UNDERGROUND AND ARE NOT A PART OF THESE PLANS.
7. EXISTING UTILITIES AND STRUCTURES SHOWN, BOTH UNDERGROUND AND ABOVE GROUND, ARE BASED ON A FIELD SURVEY AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO BEGINNING RELATED CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR RELOCATION OF ALL EXISTING UTILITIES IN COORDINATION WITH THE APPROPRIATE UTILITY, AGENCY, OR COMPANY. CONTRACTOR TO COORDINATE ACTIVITIES WITH UTILITY COMPANIES INVOLVED IN ANY RELATED RELOCATION (I.E. POWER POLES, TELEPHONE PEDESTALS, WATER METERS, ETC.).
9. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE WITH THE TOWN PUBLIC WORKS DEPARTMENT AND INSTALL ALL METERS, APPURTENANCES AND SERVICE LINES AS SHOWN ON THE PLAN PER STANDARDS AND SPECIFICATIONS. NOT ALL SUCH APPURTENANCES ARE SHOWN AS ARE REQUIRED TO PROPERLY INSTALL UTILITIES IN THE FIELD. CHANGES NECESSARY TO INSTALL DEVICES SHALL BE APPROVED BY ENGINEER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. IF NOTIFICATION IS NOT PROVIDED IN ADVANCE, CONTRACTOR MAY NOT RECEIVE REIMBURSEMENT FOR CHANGES/MODIFICATIONS.
10. ANY ON-SITE IRRIGATION SYSTEMS SHALL BE DESIGNED BY OTHERS. CONTRACTOR SHALL PROVIDE DETAILED PLANS TO ENGINEER OR OWNER'S REPRESENTATIVE.
11. ALL APPURTENANCES INSTALLED SHALL BE LEAD FREE PER CURRENT EPA LAW. THIS INCLUDES ALL BACKFLOW PREVENTERS.
12. ALL NEW UTILITY (POWER, CABLE, ETC.) LINES MUST BE UNDERGROUND.

STORM DRAINAGE NOTES

1. ALL STORM DRAINAGE PIPES SHOWN ARE TO BE CLASS III REINFORCED CONCRETE (RCP) UNLESS NOTED OTHERWISE.
2. ALL STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST TOWN OF HOLLY SPRINGS CONSTRUCTION STANDARDS.
3. ALL CONCRETE SHALL MEET A MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
4. ALL PIPE IN STORM DRAIN STRUCTURES SHALL BE STRUCK EVEN WITH INSIDE WALL.
5. ALL PIPE JOINTS SHALL BE MADE WITH PREFORMED JOINT SEALER, WHICH CONFORMS TO AASHTO SPECIFICATION M-198 FOR TYPE B FLEXIBLE PLASTIC GASKETS UNLESS OTHERWISE NOTED.
6. THE INTERIOR SURFACES OF ALL STORM DRAINAGE STRUCTURES SHALL BE POINTED UP AND SMOOTHED TO AN ACCEPTABLE STANDARD USING MORTAR MIXED TO MANUFACTURER'S SPECIFICATIONS.
7. ALL BACKFILL SHALL BE NON-PLASTIC IN NATURE, FREE FROM ROOTS, VEGETATION MATTER, WASTE CONSTRUCTION MATERIAL OR OTHER OBJECTIONABLE MATERIAL. SAID MATERIAL SHALL BE CAPABLE OF BEING COMPACTED BY MECHANICAL MEANS AND SHALL HAVE NO TENDENCY TO FLOW OR BEHAVE IN A PLASTIC MANNER UNDER THE TAMPING BLOWS OR PROOF ROLLING.
8. MATERIALS DEEMED BY THE OWNER'S REPRESENTATIVE AS UNSUITABLE FOR BACKFILL PURPOSES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
9. BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER PIPE IS LAID. THE FILL AROUND THE PIPE SHALL BE THOROUGHLY COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY OBTAINABLE WITH THE STANDARD PROCTOR TEST. THE TOP EIGHT (8) INCHES SHALL BE COMPACTED TO 100 PERCENT STANDARD PROCTOR.
10. UNDER NO CIRCUMSTANCES SHALL WATER BE ALLOWED TO RISE IN UNBACKFILLED TRENCHES AFTER PIPE HAS BEEN PLACED.

WATER NOTES

1. A PUBLIC WATER EXTENSION PERMIT WILL BE REQUIRED FROM NCDEQ PRIOR TO ANY OFF-SITE WATER LINE INSTALLATION.
2. WATER MAINS TO BE INSTALLED AT A DEPTH WITH A MINIMUM COVER OF 48 INCHES FROM EXISTING GRADE (36" FROM TOP OF PIPE TO FINISHED ROAD SUBGRADE IF UNDER PAVEMENT), WITH 18 INCHES VERTICAL CLEARANCE MINIMUM FROM OTHER UNDERGROUND UTILITIES AND 10 FEET HORIZONTAL CLEARANCE FROM ALL OTHER UTILITIES.
3. PRESSURE REDUCING VALVES SHALL BE PROVIDED FOR SERVICES IF PRESSURE IS IN EXCESS OF 80 PSI.
4. ALL WATER MAINS SHALL BE DUCTILE IRON PIPE IN ACCORDANCE WITH AWWA C150 OR C151 FOR A LAYING CONDITION TYPE 2.
5. PIPE JOINTS SHALL BE OF THE PUSH-ON TYPE AS PER AWWA C111.
6. TEST PORTS SHALL BE INCLUDED ON ALL WATER METERS 2" AND LARGER.
7. ALL DOMESTIC WATER SERVICE LINES SHALL BE TYPE K SOFT COPPER IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS CONSTRUCTION STANDARDS.
8. HYDRANTS SHALL CONFORM TO AWWA C502 WITH A MINIMUM VALVE OPENING OF 4.5-INCHES. ALL HYDRANTS SHALL INCLUDE A 5-INCH STORZ/QUICK CONNECT COUPLING ON THE STEAMER OUTLET WITH A CHAINED CAP.
9. BLOWOFF ASSEMBLIES SHALL BE A MINIMUM OF 2-INCHES AND INSTALLED AT THE END OF ALL DEAD END WATERLINES.
10. COMBINATION AIR RELEASE VALVES SHALL BE INSTALLED AT HIGH POINTS OF WATERLINES 12-INCHES IN DIAMETER OR LARGER.
11. NEW AIR RELEASE VALVES SHALL BE INSTALLED IN PRECAST CONCRETE MANHOLES.
12. ALL GATE VALVES GREATER THAN 2-INCHES SHALL MEET ALL REQUIREMENTS OF AWWA C500 FOR A WORKING PRESSURE OF 150 PSI.
13. BUTTERFLY VALVES SHALL BE INSTALLED ON WATERLINES 16-INCHES IN DIAMETER OR GREATER. ALL SHALL MEET THE REQUIREMENTS OF AWWA C504.
14. PIPE FITTINGS SHALL BE COMPACT FITTINGS IN ACCORDANCE WITH AWWA C153.
15. CORPORATION STOPS SHALL BE BRASS, COMPLETE WITH A FLARED COUPLING AND AWWA STANDARD THREADS AS PER AWWA C800. TAPS SHALL BE LOCATED AT 10 OR 2 O'CLOCK ON THE CIRCUMFERENCE OF THE PIPE. SERVICE TAPS SHALL BE STAGGERED ALTERNATING FROM ONE SIDE OF THE WATER MAIN TO THE OTHER, AND AT LEAST 12 INCHES APART. THE TAPS MUST BE A MINIMUM OF 24 INCHES APART IF THEY ARE ON THE SAME SIDE OF THE PIPE.
16. ALL WATER LINE CONSTRUCTION WITHIN CASS HOLT ROAD RIGHT-OF-WAY SHALL BE COORDINATED AND SEQUENCED WITH CASS HOLT ROAD CONSTRUCTION PLANS AND FIELD CONSTRUCTION.

SANITARY SEWER NOTES

1. A PUBLIC SANITARY SEWER EXTENSION PERMIT WILL BE REQUIRED FROM NCDEQ PRIOR TO SEWER PIPE INSTALLATION.
2. THE MINIMUM SIZE OF PUBLIC GRAVITY SANITARY SEWER MAINS SHALL BE 8-INCHES.
3. THE CONSTRUCTION OF ALL SANITARY SEWER LINES WHICH WILL BE MAINTAINED BY THE TOWN MUST BE PERFORMED BY A CONTRACTOR LICENSED IN NORTH CAROLINA.
4. SEWER MAINS FROM 14 TO 20 FEET DEEP SHALL REQUIRE SPECIAL BEDDING IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARD DETAILS.
5. SEWERS OVER 20 FEET DEEP SHALL REQUIRE DUCTILE IRON FOR THE ENTIRE RUN BETWEEN MANHOLES.
6. TRANSITIONS OF PIPE MATERIAL SHALL OCCUR ONLY AT MANHOLES.
7. SEWER LINE EASEMENTS SHALL BE COMPLETELY CLEARED OF ALL VEGETATION, GRADED SMOOTH, FREE FROM ROCKS, BOULDERS, ROOTS, STUMPS, AND OTHER DEBRIS, FREE FROM PONDED WATER, AND SEEDED AND MULCHED UPON THE COMPLETION OF CONSTRUCTION.
8. ALL MANHOLE CONE SECTIONS SHALL BE THE ECCENTRIC TYPE MEETING THE REQUIREMENTS OF ASTM C478.
9. MANHOLES FOR SEWERS UNDER 21 INCHES IN DIAMETER SHALL BE A MINIMUM OF 4 FEET IN DIAMETER. MANHOLES FOR SEWERS 21 INCHES IN DIAMETER OR GREATER SHALL BE 5 FEET IN DIAMETER. MANHOLES REQUIRING INSIDE DROPS SHALL BE A MINIMUM OF 5 FEET IN DIAMETER. WHEN 2 OR MORE INSIDE DROPS OCCUR AT ONE MANHOLE, A MINIMUM 6-FOOT DIAMETER MANHOLE SHALL BE USED. ALL MANHOLES THAT ARE OVER 20 FEET DEEP SHALL BE 5 FEET IN DIAMETER.
10. INSIDE DROPS SHALL BE USED WHEN FREE DROPS EXCEED 12 INCHES. FOR INSIDE DROP MANHOLES, THE ENTIRE UPSTREAM LEG OF SEWER MUST BE DUCTILE IRON. FOR INSIDE DROP MANHOLES, SEE THE TOWN OF HOLLY SPRINGS STANDARD DETAILS. OUTSIDE DROPS SHALL NOT BE PERMITTED EXCEPT WHEN NECESSARY TO CONNECT TO EXISTING MANHOLES.
11. MANHOLES NOT LOCATED IN ROADWAYS SHALL HAVE A TOP ELEVATION A MINIMUM OF 12 INCHES ABOVE FINISHED GRADE. MANHOLES LOCATED ALONG OUTFALLS SHALL HAVE A TOP ELEVATION A MINIMUM OF 24 INCHES ABOVE FINISHED GRADE OR 100 YEAR FLOOD PLAIN, OR 12 INCHES ABOVE 500 YEAR FLOOD PLAIN, WHICHEVER IS HIGHER.
12. BACKWATER VALVES SHALL BE PROVIDED FOR ALL UNITS WITH FINAL FLOOR ELEVATIONS OF BUILDINGS LESS THAN 1'-0" ABOVE UPSTREAM MANHOLE.
13. MINIMUM COVER OF 4.5 FEET FROM THE TOP OF PIPE TO FINISHED SUBGRADE WHEN UNDER A ROADWAY AND 4.5 FEET FROM TOP OF PIPE TO FINISHED GRADE IN ALL OTHER AREAS. WHERE THESE STANDARDS CANNOT BE MET DUCTILE IRON PIPE SHALL BE INSTALLED.
14. MINIMUM SLOPE FOR 4 INCH & 6 INCH SANITARY SEWER COLLECTION LINES SHALL BE NO LESS THAN 1.0% WITH CLEANOUTS EVERY 75 LINEAL FEET FOR 4-INCH LINES AND EVERY 100 LINEAL FEET FOR 6-INCH LINES.
15. ALL SANITARY SEWER MAINS SHALL BE PVC SDR-35 EXCEPT WHERE CONDITIONS WARRANT DUCTILE IRON PIPE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
16. FORCE MAIN LOCATE DEVICES REQUIRED PER TOWN OF HOLLY SPRINGS STANDARDS AND SPECS.

DEMOLITION NOTES

1. ALL VISIBLE EXISTING UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS. ACTUAL LOCATION AND DEPTH TO BE CONFIRMED BY CONTRACTOR IN THE FIELD PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
3. IN ACCORDANCE WITH 40 CFR, PART 61, SUBPART M, A THOROUGH INSPECTION SHALL BE CONDUCTED FOR ASBESTOS-CONTAINING MATERIALS, PRIOR TO CONDUCTING A RENOVATION OR DEMOLITION ACTIVITY OF AN EXISTING STRUCTURE. THE ASBESTOS INSPECTION MUST BE CONDUCTED BY A NORTH CAROLINA ACCREDITED ASBESTOS INSPECTOR. ALL REGULATED AND/OR FRIABLE ASBESTOS-CONTAINING MATERIALS IDENTIFIED DURING THE SURVEY, WHICH WILL BE DISTURBED, MUST BE PROPERLY REMOVED BY ACCREDITED INDIVIDUALS BEFORE BEGINNING THE RENOVATION OR DEMOLITION ACTIVITY. IF REGULATED AND/OR FRIABLE ASBESTOS CONTAINING MATERIALS TO BE REMOVED EXCEED 160 SQUARE FEET, 260 LINEAR FEET OR 35 CUBIC FEET, A PERMIT SHALL BE APPLIED FOR THROUGH THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES.
4. A COPY OF THE DEMOLITION NOTIFICATION FROM THE NC HEALTH HAZARD CONTROL UNIT AND AN ASBESTOS INSPECTION REPORT FROM NC ACCREDITED ASBESTOS INSPECTOR MUST ACCOMPANY THE DEMOLITION PERMIT WHICH MUST BE OBTAINED PRIOR TO START OF DEMOLITION.
5. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES.
6. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.
7. ALL MATERIAL DEMOLISHED ON THIS SITE MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN A PERMITTED LOCATION.
8. CONTRACTOR TO VERIFY LOCATION OF UNDERGROUND CONDUIT AND PROTECT ACCORDINGLY.

EASEMENTS

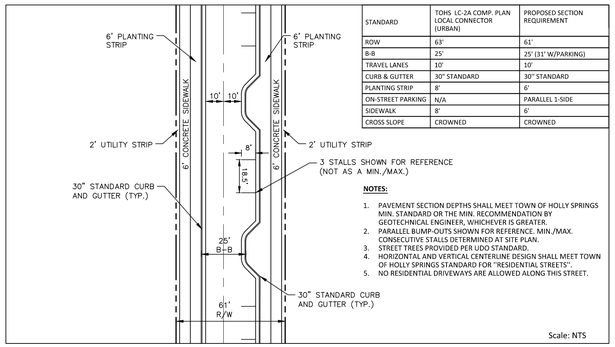
1. WATER AND SANITARY SEWER MAINS SHALL BE LOCATED IN A 20' WIDE PUBLIC UTILITY EASEMENT UNLESS NOTED OTHERWISE. IN THE CASE OF UTILITIES EXTENDING ADJACENT TO EACH OTHER THE EASEMENT MAY BE A VARIABLE WIDTH EASEMENT BUT NO LESS THAN 10' FROM EACH UTILITY LINE. WATER SERVICES UP TO THE METER AND FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED IN A 10' WIDE PUBLIC UTILITY EASEMENT. SEE UTILITY PLANS FOR LOCATIONS OF EASEMENTS.
2. ANY STORM DRAINAGE PIPE EXTENDING FROM A PUBLIC RIGHT-OF-WAY INTO THE SITE SHALL BE LOCATED IN A 20' PUBLIC STORM DRAINAGE EASEMENT.

EROSION CONTROL NOTES

1. GRADING AND EROSION CONTROL METHODS SHALL ADHERE TO THE TOWN OF HOLLY SPRINGS SOIL EROSION AND SEDIMENTATION CONTROL STANDARDS AND SPECIFICATIONS.
2. GRADING AND EROSION CONTROL METHODS SHALL ADH

NOTE:
ALL STREETS, SIDEPATHS, GREENWAYS AND TRAILS SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AS REVIEWED AT TIME OF DEVELOPMENT PLAN.

C-2B LOCAL/NEIGHBORHOOD CONNECTOR
(URBAN, MODIFIED)



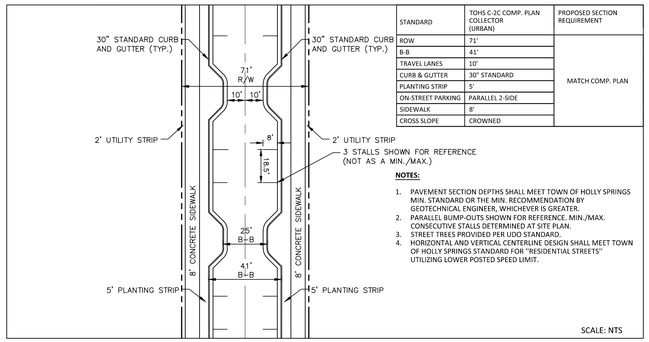
STANDARD	TOHS LC-2A COMP. PLAN LOCAL CONNECTOR (URBAN)	PROPOSED SECTION REQUIREMENT
ROW	63'	61'
B-B	25'	25' (31' W/PARKING)
TRAVEL LANES	10'	10'
CURB & GUTTER	30" STANDARD	30" STANDARD
PLANTING STRIP	6'	6'
ON-STREET PARKING	N/A	PARALLEL 1-SIDE
SIDEWALK	8'	6'
CROSS SLOPE	CROWNED	CROWNED

NOTES:

1. PAVEMENT SECTION DEPTHS SHALL MEET TOWN OF HOLLY SPRINGS MIN. STANDARD OR THE MIN. RECOMMENDATION BY GEOTECHNICAL ENGINEER, WHICHEVER IS GREATER.
2. PARALLEL BUMP-OUTS SHOWN FOR REFERENCE. MIN./MAX. CONSECUTIVE STALLS DETERMINED AT SITE PLAN.
3. STREET TREES PROVIDED PER UDO STANDARD.
4. HORIZONTAL AND VERTICAL CENTERLINE DESIGN SHALL MEET TOWN OF HOLLY SPRINGS STANDARD FOR "RESIDENTIAL STREETS".
5. NO RESIDENTIAL DRIVEWAYS ARE ALLOWED ALONG THIS STREET.

Scale: NTS

C-2C COLLECTOR
(URBAN)



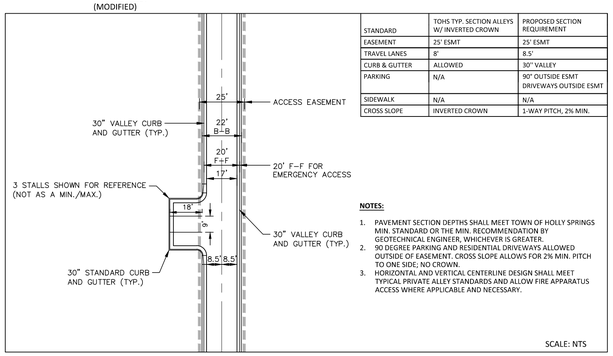
STANDARD	TOHS C-2C COMP. PLAN COLLECTOR (URBAN)	PROPOSED SECTION REQUIREMENT
ROW	71'	MATCH COMP. PLAN
B-B	41'	
TRAVEL LANES	10'	
CURB & GUTTER	30" STANDARD	
PLANTING STRIP	5'	
ON-STREET PARKING	PARALLEL 2-SIDE	
SIDEWALK	8'	
CROSS SLOPE	CROWNED	

NOTES:

1. PAVEMENT SECTION DEPTHS SHALL MEET TOWN OF HOLLY SPRINGS MIN. STANDARD OR THE MIN. RECOMMENDATION BY GEOTECHNICAL ENGINEER, WHICHEVER IS GREATER.
2. PARALLEL BUMP-OUTS SHOWN FOR REFERENCE. MIN./MAX. CONSECUTIVE STALLS DETERMINED AT SITE PLAN.
3. STREET TREES PROVIDED PER UDO STANDARD.
4. HORIZONTAL AND VERTICAL CENTERLINE DESIGN SHALL MEET TOWN OF HOLLY SPRINGS STANDARD FOR "RESIDENTIAL STREETS" UTILIZING LOWER POSTED SPEED LIMIT.

SCALE: NTS

PRIVATE ALLEY
(MODIFIED)



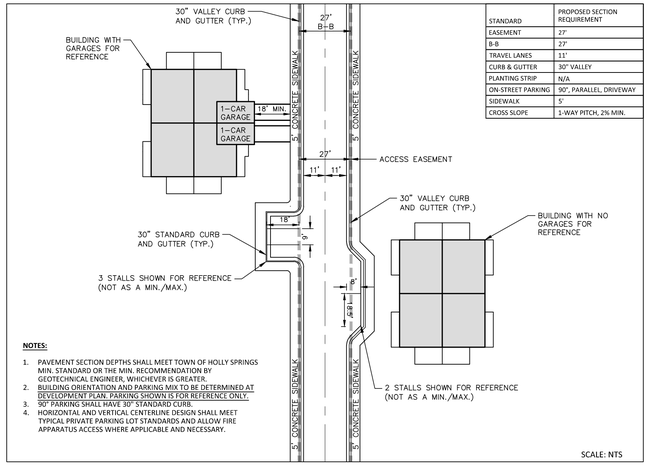
STANDARD	TOHS TYP. SECTION ALLEYS W/ INVERTED CROWN	PROPOSED SECTION REQUIREMENT
EASEMENT	25' ESMT	25' ESMT
TRAVEL LANES	8'	8.5'
CURB & GUTTER	ALLOWED	30" VALLEY
PARKING	N/A	90° OUTSIDE ESMT DRIVEWAYS OUTSIDE ESMT
SIDEWALK	N/A	N/A
CROSS SLOPE	INVERTED CROWN	1-WAY PITCH, 2% MIN.

NOTES:

1. PAVEMENT SECTION DEPTHS SHALL MEET TOWN OF HOLLY SPRINGS MIN. STANDARD OR THE MIN. RECOMMENDATION BY GEOTECHNICAL ENGINEER, WHICHEVER IS GREATER.
2. 90 DEGREE PARKING AND RESIDENTIAL DRIVEWAYS ALLOWED OUTSIDE OF EASEMENT. CROSS SLOPE ALLOWS FOR 2% MIN. PITCH TO ONE SIDE; NO CROWN.
3. HORIZONTAL AND VERTICAL CENTERLINE DESIGN SHALL MEET TYPICAL PRIVATE ALLEY STANDARDS AND ALLOW FIRE APPARATUS ACCESS WHERE APPLICABLE AND NECESSARY.

SCALE: NTS

PROPOSED VEHICULAR DRIVE



STANDARD	PROPOSED SECTION REQUIREMENT
EASEMENT	27'
B-B	27'
TRAVEL LANES	11'
CURB & GUTTER	30" VALLEY
PLANTING STRIP	N/A
ON-STREET PARKING	90°, PARALLEL, DRIVEWAY
SIDEWALK	5'
CROSS SLOPE	1-WAY PITCH, 2% MIN.

NOTES:

1. PAVEMENT SECTION DEPTHS SHALL MEET TOWN OF HOLLY SPRINGS MIN. STANDARD OR THE MIN. RECOMMENDATION BY GEOTECHNICAL ENGINEER, WHICHEVER IS GREATER.
2. BUILDING ORIENTATION AND PARKING MIX TO BE DETERMINED AT DEVELOPMENT PLAN. PARKING SHOWN IS FOR REFERENCE ONLY.
3. 90° PARKING SHALL HAVE 30" STANDARD CURB.
4. HORIZONTAL AND VERTICAL CENTERLINE DESIGN SHALL MEET TYPICAL PRIVATE PARKING LOT STANDARDS AND ALLOW FIRE APPARATUS ACCESS WHERE APPLICABLE AND NECESSARY.

SCALE: NTS

AASHTO INTERSECTION SIGHT DISTANCE TABLE

No.	Minor Street Name	Major Street Name	Design Speed of Major Street (mph)	Approach grade of minor street (%)	Number of Lanes to Cross (Left Turn)	Left Turn		Right Turn	
						Turn Time Gap (sec.)	Intersection Sight Distance (ft.)*	Turn Time Gap (sec.)	Intersection Sight Distance (ft.)*
1	Street "A"	Rex Road	45	-1.1	2	8.00	530	6.5	430
2	Street "C"	Rex Road	45	5	2	9.00	600	7.0	465
3	Street "B"	Avent Ferry Road	45	1.27	2	8.00	530	6.5	430
4	Street "A"	Avent Ferry Road	45	2.25	2	8.00	530	6.5	430
5	Private Street "J"	Street "C"	25	3.98	1	8.30	305	6.9	255
6	Private Street "J"	Street "A"	25	-2.08	1	7.50	280	6.5	240
7	Parking Lot 3	Street "A"	25	1	1	7.50	280	6.5	240
8	Street "C"	Street "B"	25	3.71	1	8.24	305	6.9	255
9	Street "B"	Street "A"	25	-3.76	1	7.50	280	6.5	240
10	Private Street "J"	Street "A"	25	2.77	1	7.50	280	6.5	240
11	Private Street "K"	Street "B"	25	1.4	1	7.50	280	6.5	240
12	Private Street "I"	Street "A"	25	2.13	1	7.50	280	6.5	240
13	Private Alley "D"	Street "A"	25	-2.32	1	7.50	280	6.5	240
14	Street "F"	Street "A"	25	-2.47	1	7.50	280	6.5	240
15	Private Alley "E"	Street "F"	25	1.2	1	7.50	280	6.5	240
16	Street "H"	Street "F"	25	-1.6	1	7.50	280	6.5	240

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-TS1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	NTS
DATE	07. 07. 2025

SHEET

TYPICAL SECTIONS

C0.02

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-TS1.dwg, 7/7/2025 1:48:09 PM, Savana Bennett

NOTE:
ALL STREETS, SIDEPATHS, GREENWAYS AND TRAILS SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AS REVIEWED AT TIME OF DEVELOPMENT PLAN.

REX ROAD

T-4A

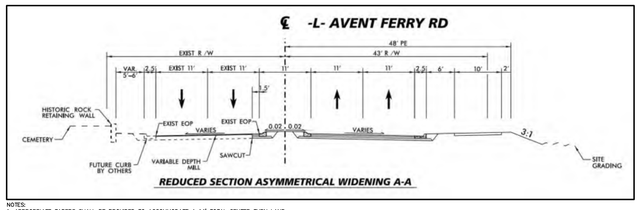
Thoroughfare | 4 Lanes

T-4A Minimum

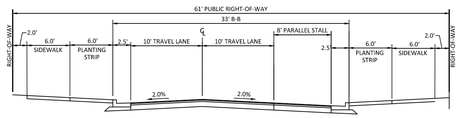
T-4A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	112'	112'	103'	103'	107'
Back of Curb to Back of Curb *(B/B)*	Yes	73'	76'	66.5'	62.5'	73'
Travel Lanes	4 Lanes	10'	12'	11'	10'	12'
Center Turn Lane	No	-	-	-	-	-
Median	Yes	17.5'	23'	17.5'	17.5'	20'
Curb and Gutter *(C+G)*	2 Sides	2.5'	2.5'	2.5'	2.5'	2.5'
Paved Shoulder	No	-	-	-	-	-
Planting	2 Sides	5'	6'	6'	8'	5'
On-Street Parking	No	-	-	-	-	-
Sidepath	0-2 Sides*	10'	10'	10'	10'	10'
Sidewalk	0-2 Sides*	5'	5'	6'	8'	5'
Bicycle Facility	No	-	-	-	-	-

Note 1: Right-of-Way (ROW) dimension accounts for an extra 2 feet of space on back side of cross-section elements on both sides to account for variables in design and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix 1 for cross-section elements to be included for a given project.*

AVENT FERRY ROAD



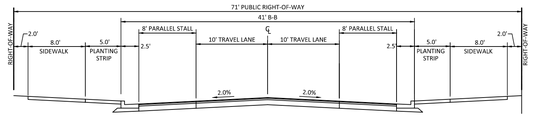
NOTES:
1. APPROPRIATE TAPERS SHALL BE PROVIDED TO ACCOMMODATE A 14' TOTAL CENTER TURN LANE (INCLUSIVE OF A 3' CONCRETE ARM) AT THE SITE'S WESTERN DRIVEWAY ON AVENT FERRY RD. THE 3' CONCRETE ARM SHALL PROTECT THE LEFT TURN MOVEMENT INTO THE SITE'S DRIVEWAY.
2. MUP (MULTI-USE-PATH) AND 2' SHOULDER SHALL BE WITHIN PUBLIC ACCESS EASEMENT



30" STANDARD CURB AND GUTTER
6' CONCRETE SIDEWALK
PARALLEL PARKING WITHIN STALLS

TYPICAL SECTION
C-2B COLLECTOR (LOCAL/NEIGHBORHOOD)
(WITH PARKING)
(61' R/W, 33' B-B)

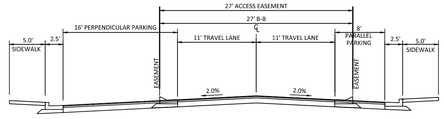
PAVEMENT SECTION (LOCAL STREET SECTION)
2.5" SF 9.5A SURFACE COURSE
8" CABC



30" STANDARD CURB AND GUTTER
8' CONCRETE SIDEWALK
PARALLEL PARKING WITHIN STALLS

TYPICAL SECTION
C-2C COLLECTOR (URBAN)
(WITH PARKING)
(71' R/W, 41' B-B)

PAVEMENT SECTION (LOCAL STREET SECTION)
2.5" SF 9.5A SURFACE COURSE
8" CABC

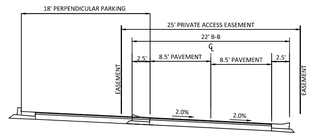


30" VALLEY CURB AND GUTTER WHEN NOT BEHIND PARKING STALLS
30" STANDARD CURB AND GUTTER BEHIND PARKING STALLS

PARALLEL PARKING WITHIN STALLS
PERPENDICULAR PARKING WITHIN STALLS

TYPICAL SECTION
VEHICULAR DRIVE
(PVT STREET I, J, K)
(WITH/WITHOUT PARKING)
(27' ACCESS EASEMENT, 27' B-B)

PAVEMENT SECTION (AVENUE SECTION)
1.5" SF 9.5B
2.5" I 19.0B
8" ABC



30" VALLEY CURB & GUTTER
2' GUTTER

TYPICAL SECTION
PRIVATE ALLEY
(PVT ALLEY D, E, G)
(WITH/WITHOUT PARKING)

PAVEMENT SECTION
2.5" SF 9.5A SURFACE COURSE
8" CABC

PAVEMENT SECTION NOTE:

1. CONTRACTOR TO VERIFY PAVEMENT SECTIONS WITH GEOTECHNICAL REPORT. IF PAVEMENT SECTIONS IN THE GEOTECHNICAL REPORT DIFFER FROM THE PAVEMENT SECTION SHOWN ON THESE PLANS, CONTRACTOR TO USE THE GREATER OF THE TWO SECTIONS.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

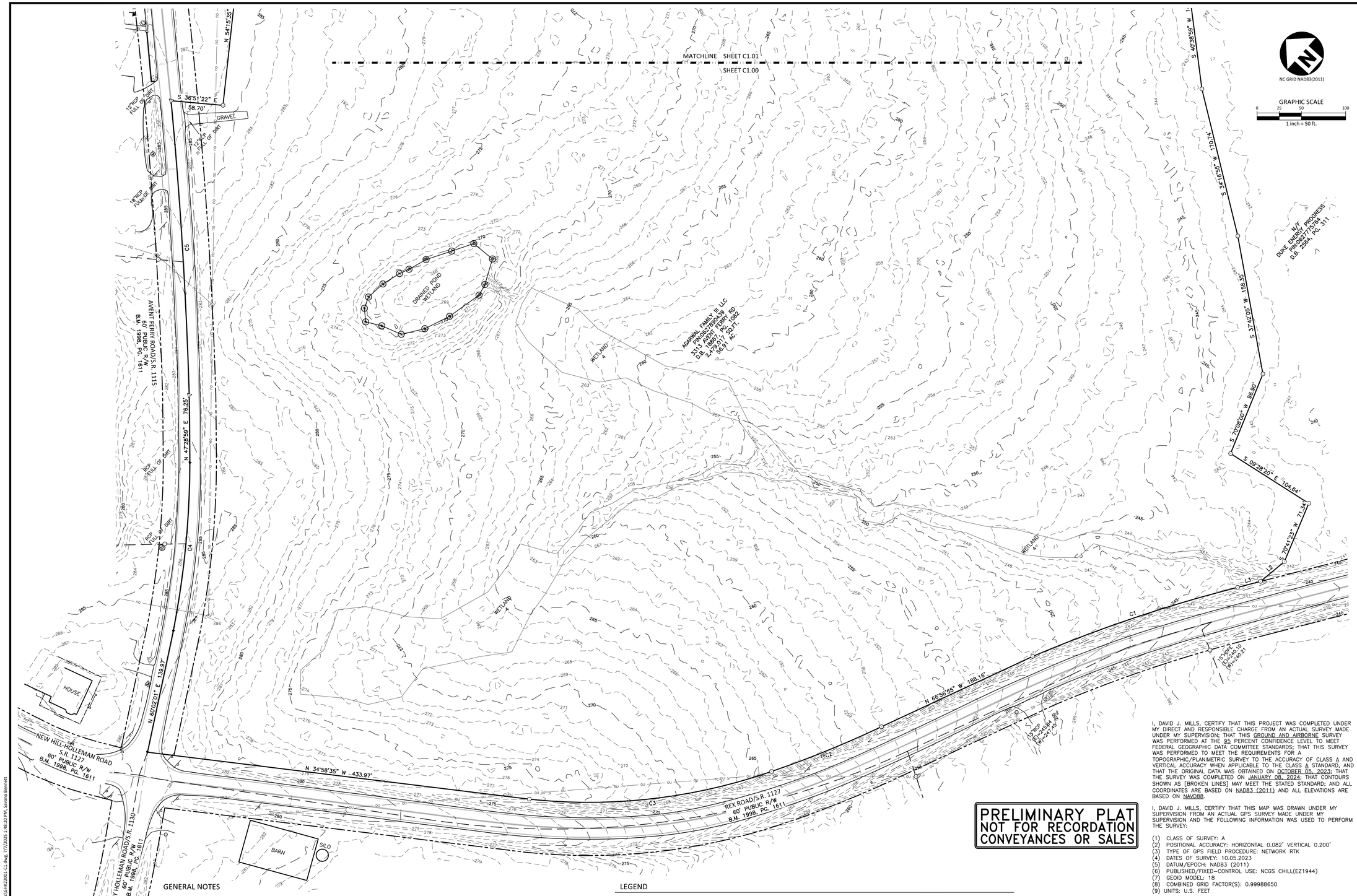
PROJECT NO.	GHK-22001
FILENAME	GHK22001-TS1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	NTS
DATE	07. 07. 2025

SHEET

TYPICAL SECTIONS

C0.03

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-TS1.dwg, 7/7/2025 1:48:13 PM, Savana Bennett



I, DAVID J. MILLS, CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND AND AIRBORNE SURVEY WAS PERFORMED AT THE 95 PERCENT CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE REQUIREMENTS FOR A TOPOGRAPHIC/PLANIMETRIC SURVEY TO THE ACCURACY OF CLASS A AND VERTICAL ACCURACY WHEN APPLICABLE TO THE CLASS A STANDARD, AND THAT THE ORIGINAL DATA WAS OBTAINED ON OCTOBER 05, 2023; THAT THE SURVEY WAS COMPLETED ON JANUARY 08, 2024; THAT CONTOURS SHOWN AS [BROKEN LINES] MAY MEET THE STATED STANDARD; AND ALL COORDINATES ARE BASED ON NAD83 (2011) AND ALL ELEVATIONS ARE BASED ON NAVD88.

I, DAVID J. MILLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1) CLASS OF SURVEY: A
(2) POSITIONAL ACCURACY: HORIZONTAL 0.082' VERTICAL 0.200'
(3) TYPE OF GPS FIELD PROCEDURE: NETWORK RTK
(4) DATES OF SURVEY: 10.05.2023
(5) DATUM/EPOCH: NAD83 (2011)
(6) PUBLISHED/FIXED-CONTROL USE: NCGS CHILL(EZ1944)
(7) GEOID MODEL: 18
(8) COMBINED GRID FACTOR(S): 0.99988650
(9) UNITS: U.S. FEET

DATE
DAVID J. MILLS, PLS DATE

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCES OR SALES

GENERAL NOTES

1. THIS IS A TOPOGRAPHIC SURVEY.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011). ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. AREA BY COORDINATE GEOMETRY.
5. FLOOD NOTE: THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONES "AE" AND "X" AS DEFINED BY F.E.M.A. F.I.R.M COMMUNITY PANELS 3720062800K AND 3720062600L DATED 7/19/2022.
6. REFERENCES: AS SHOWN
7. UTILITY STATEMENT
   THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
8. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
9. NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE.
10. WETLANDS TAKEN FROM WETLAND DELINEATION MAP FOR EDITH BALL PROPERTY LOCATED BY ESP ASSOCIATES INC., EXCEPT FOR WETLAND FOR DRAINED POND
11. NO DOCUMENTATION OF CEMETERIES PROVIDED TO THE SURVEYOR. NO DOCUMENTATION OR PHYSICAL EVIDENCE OF CEMETERIES FOUND DURING THE COURSE OF THE SURVEY.

LEGEND

■	CONCRETE MONUMENT	○	BOLLARD
○	EXISTING IRON PIPE	AC	AIR CONDITIONER
●	IRON PIPE SET	— S —	SIGN
▲	CALCULATED POINT	M	MAILBOX
△	PARKER-KAYLON NAIL NAIL	W	WATER WELL
⊕	NC GEODETIC SURVEY MON.		FLOOD LIGHT
▭	FES	WF	WETLAND FLAGS
E	ELECTRIC MANHOLE		BORE HOLE
E	ELECTRIC METER	CATV	CATV HANDHOLE
TR	ELECTRIC TRANSFORMER	TH	TELEPHONE HANDHOLE
	ELECTRIC PEDESTAL	T	TELEPHONE BOX
EH	ELECTRIC HANDHOLE	T	TELEPHONE MANHOLE
E	ELECTRIC BOX		TELEPHONE PEDESTAL
	GUY WIRE		FIBER OPTIC MARKER
	LIGHT POLE	FOH	FIBER OPTIC HANDHOLE
	POWER/UTILITY POLE		
C	CABLE TV BOX		

	PROPERTY LINE SURVEYED
	PROPERTY LINE NOT SURVEYED
	RIGHT OF WAY
G G	GAS LINE
W W	WATER LINE
SS	SEWER LINE
SD	STORM LINE
(W)	WATER LINE PER RECORD/GIS
(SS)	SEWER LINE PER RECORD/GIS
(SD)	STORM LINE PER RECORD/GIS
X X	FENCE
CATV	UNDERGROUND TV CABLE
UE	UNDERGROUND ELECTRIC LINE
FO	UNDERGROUND FIBER OPTIC CABLE
UNK	UNKNOWN UTILITY
UT	UNDERGROUND TELEPHONE CABLE
OU	OVERHEAD ELECTRIC LINE

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GH GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042407 PRELIMINARY NOT FOR CONSTRUCTION OR RECORDATION DAVID J. MILLS

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

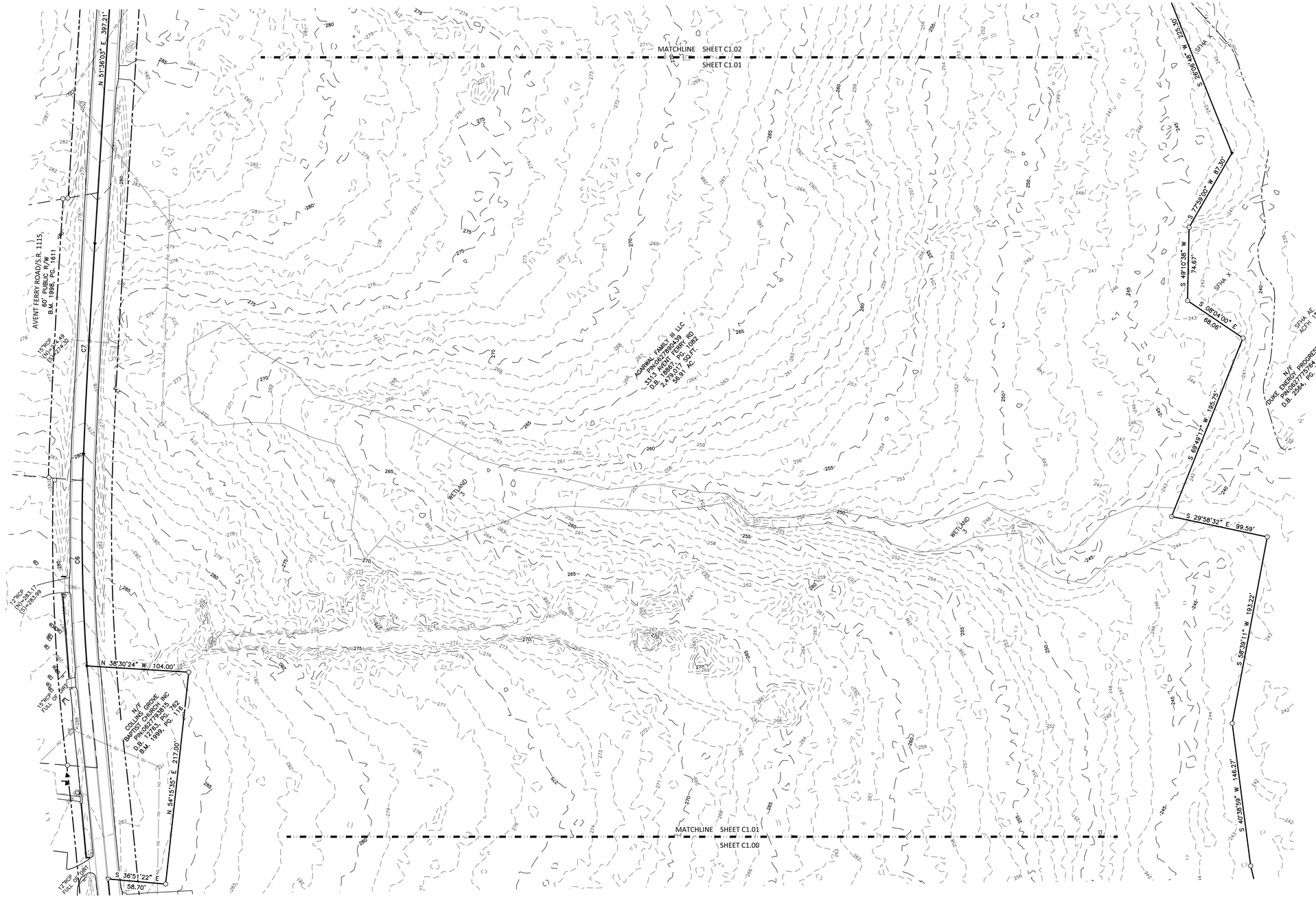
PROJECT NO.	GHK-22001
FILENAME	GHK22001-C1
CHECKED BY	JT
DRAWN BY	DM
SCALE	1"=50'
DATE	07. 07. 2025

SHEET

EXISTING CONDITIONS

C1.00

X:\Projects\GHK\GHK22001\02.Geomatics\Survey\Topographic\GHK22001-C1.dwg, 7/7/2025 1:48:20 PM, Saxona Bennett



LEGEND

- CONCRETE MONUMENT
- EXISTING IRON PIPE
- IRON PIPE SET
- CALCULATED POINT
- PARKER–KAYLON NAIL, NAIL
- NC GEODETIC SURVEY MON.
- FES
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- ELECTRIC PEDESTAL
- ELECTRIC HANDHOLE
- ELECTRIC BOX
- GUY WIRE
- LIGHT POLE
- POWER/UTILITY POLE
- CABLE TV BOX
- CATV HANDHOLE
- TELEPHONE HANDHOLE
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- FIBER OPTIC MARKER
- FIBER OPTIC HANDHOLE
- BOLLARD
- AIR CONDITIONER
- SIGN
- MAILBOX
- WATER WELL
- FLOOD LIGHT
- WETLAND FLAGS
- BORE HOLE
- PROPERTY LINE SURVEYED
- PROPERTY LINE NOT SURVEYED
- RIGHT OF WAY
- GAS LINE
- WATER LINE
- SEWER LINE
- STORM LINE
- WATER LINE PER RECORD/GIS
- SEWER LINE PER RECORD/GIS
- STORM LINE PER RECORD/GIS
- FENCE
- UNDERGROUND TV CABLE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- OVERHEAD ELECTRIC LINE

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\GHK\GHK22001\02-Geomatics\Survey\Topographic\GHK22001-C1.dwg, 7/7/2025 1:48:12 PM, Savana Bennett

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GH GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL PRELIMINARY SURVEY DOCUMENT FOR REVIEW PURPOSES ONLY NOT FOR RECORDATION, CONVEYANCES OR SALES DAVID J. MILLS
DATE

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-C1
CHECKED BY	JT
DRAWN BY	DM
SCALE	1"=50'
DATE	07. 07. 2025

SHEET

EXISTING CONDITIONS

C1.01

NC GRID NAD83(2011)

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

LEGEND

- CONCRETE MONUMENT
- EXISTING IRON PIPE
- IRON PIPE SET
- CALCULATED POINT
- PARKER-KAYLON NAIL NAIL
- NC GEODETIC SURVEY MON.
- FES
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- ELECTRIC PEDESTAL
- ELECTRIC HANDHOLE
- ELECTRIC BOX
- GUY WIRE
- LIGHT POLE
- POWER/UTILITY POLE
- CABLE TV BOX
- CATV HANDHOLE
- TELEPHONE HANDHOLE
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- FIBER OPTIC MARKER
- FIBER OPTIC HANDHOLE
- BOLLARD
- AIR CONDITIONER
- SIGN
- MAILBOX
- WATER WELL
- FLOOD LIGHT
- WETLAND FLAGS
- BORE HOLE
- PROPERTY LINE SURVEYED
- PROPERTY LINE NOT SURVEYED
- RIGHT OF WAY
- GAS LINE
- WATER LINE
- SEWER LINE
- STORM LINE
- WATER LINE PER RECORD/GIS
- SEWER LINE PER RECORD/GIS
- STORM LINE PER RECORD/GIS
- FENCE
- UNDERGROUND TV CABLE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- OVERHEAD ELECTRIC LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°22'53" W	4.16'
L2	N 81°40'13" W	34.96'
L3	N 56°27'18" W	26.61'
L4	S 87°22'30" E	47.57'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1605.53'	244.23'	N 60°36'48" W	243.99'
C2	1185.34'	134.05'	N 64°09'11" W	133.98'
C3	627.06'	277.36'	N 48°31'08" W	275.11'
C4	1012.87'	190.96'	N 53°37'52" E	190.68'
C5	5466.95'	333.13'	N 44°29'31" E	333.08'
C6	1959.04'	216.00'	N 47°07'13" E	215.89'
C7	9257.05'	214.34'	N 51°04'25" E	214.34'

N/F ALAN JONES, ET AL. PIN:0628902945 D.B. 3265, PG. 619

S 87°25'13" E 389.22'

N/F DUKE ENERGY PROGRESS PIN:0628451225 D.B. 2124, PG. 315

S 8°16'05" W 147.22'

N 51°30'34" E 295.08'

AGARWAL FAMILY III LLC 3313 AVENT FERRY RD PIN:0627980439 D.B. 18967, PG. 2479 2.17 AC. 59,911 SQ.FT. AC. ±

WETLAND 1

SFHA X

SFHA AE ACTH 1%

N 76°32'22" W 64.14'

S 8°18'58" W 147.75'

S 89°03'38" W 47.57'

SFHA X

FLOODWAY

WETLAND 2

S 37°27'26" W 111.43'

N/F DUKE ENERGY PROGRESS PIN:0627757041 D.B. 2564, PG. 311

S 59°10'05" W 132.04'

S 22°57'41" E 19,598.48'(GRID)

S 17°33'42" E 4164.19'(GRID)

NCGS RALPH(EZ5355)
NC GRID NAD83(2011)
N:702,481.66
E:2,019,361.71

NCGS CHILL(EZ1944)
NC GRID NAD83(2011)
N:698,511.55
E:2,020,618.18

WILLIAM MITCHELL PIN:0628804415 D.B. 16664, PG. 149 B.M. 2007, PG. 1129

N 50°28'19" E 105.48'

S 51°32'28" W 294.99'

S 87°24'12" E 550.00'

AVENT FERRY ROAD/S.R. 1115 60' PUBLIC R/W B.M. 1998, PG. 1611

N 1°36'03" E 397.21'

15" CMP FLOW OUT OF DIRT

MATCHLINE SHEET C1.02
SHEET C1.01

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\GHK\GHK22001\02 Geomatics\Survey\Topographic\GHK22001-C1.dwg, 7/7/2025 1:48:24 PM, Saxona Bennett

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GH GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 049161 DAVID J. MILLS
PRELIMINARY NOT FOR CONSTRUCTION OR RECORDATION OF ANY KIND
REGISTERED LAND SURVEYOR
DATE

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

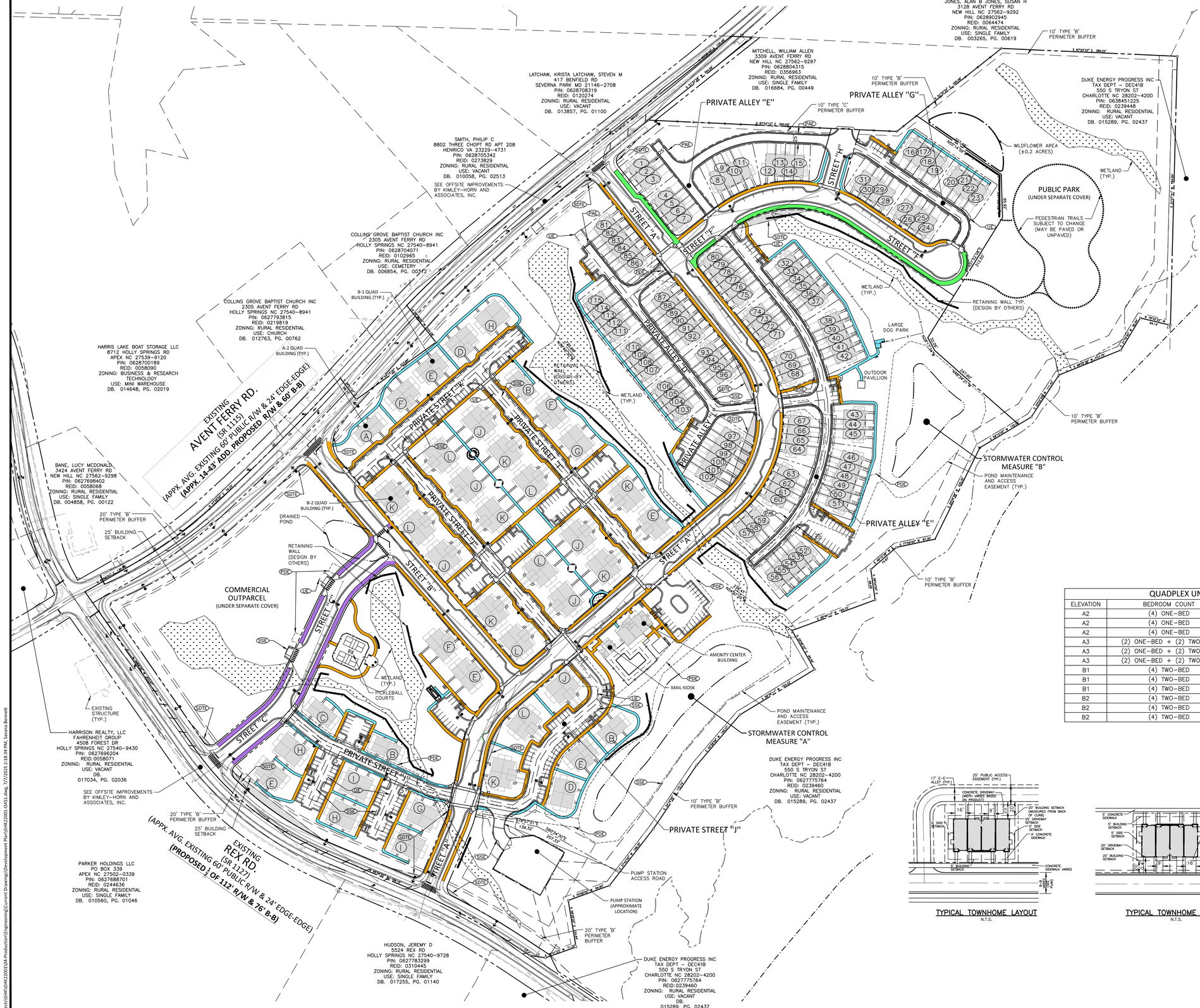
PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-C1
CHECKED BY	JT
DRAWN BY	DM
SCALE	1"=50'
DATE	07. 07. 2025

SHEET

EXISTING CONDITIONS

C1.02

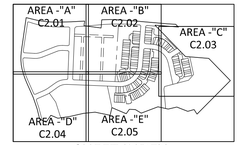


SITE LEGEND

- SIGNAGE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- 5' SIDEWALK
- 6' SIDEWALK
- 8' SIDEWALK
- 10' SIDEWALK

EASEMENT LEGEND

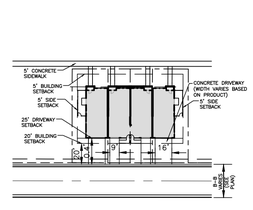
- (UE) PRIVATE STORM DRAINAGE EASEMENT
- (PDE) PUBLIC STORM DRAINAGE EASEMENT
- (SDTE) SIGHT DISTANCE TRIANGLE EASEMENT
- (RE) RETAINING WALL MAINTENANCE EASEMENT
- (SSE) PUBLIC SANITARY SEWER EASEMENT
- (UE) PUBLIC WATERLINE EASEMENT
- (PAE) PRIVATE ACCESS EASEMENT



SHEET INDEX

QUADPLEX UNIT ELEVATIONS TABLE			
ELEVATION	BEDROOM COUNT	GARAGE COUNT	SYMBOL
A2	(4) ONE-BED	NO GARAGE UNITS	A
A2	(4) ONE-BED	NO GARAGE UNITS	B
A2	(4) ONE-BED	NO GARAGE UNITS	C
A3	(2) ONE-BED + (2) TWO-BED	TWO GARAGE UNITS	D
A3	(2) ONE-BED + (2) TWO-BED	TWO GARAGE UNITS	E
A3	(2) ONE-BED + (2) TWO-BED	TWO GARAGE UNITS	F
B1	(4) TWO-BED	NO GARAGE UNITS	G
B1	(4) TWO-BED	NO GARAGE UNITS	H
B1	(4) TWO-BED	NO GARAGE UNITS	I
B2	(4) TWO-BED	TWO GARAGE UNITS	J
B2	(4) TWO-BED	TWO GARAGE UNITS	K
B2	(4) TWO-BED	TWO GARAGE UNITS	L

TYPICAL TOWNHOME LAYOUT
N.T.S.



TYPICAL TOWNHOME LAYOUT
N.T.S.

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

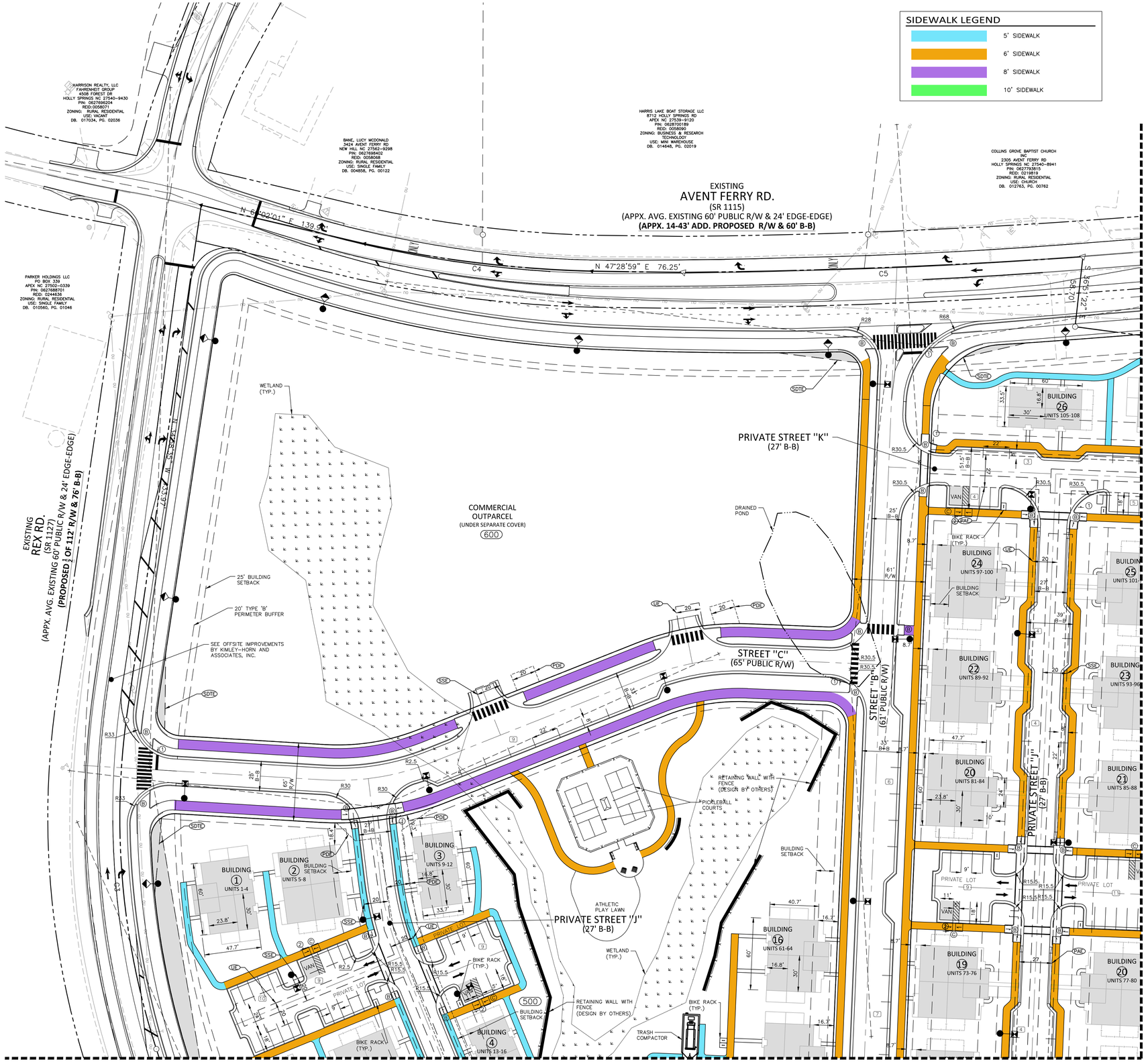
PROJECT NO.	GHK-22001
FILENAME	GHK22001-OAS1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 100'
DATE	07. 07. 2025

SHEET

OVERALL SITE PLAN

C2.00

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-OAS1.dwg, 7/7/2025 2:18:34 PM, Savana Bennett



SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACC / VAN — ACCESSIBLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- XX — PARKING SPACE COUNT
- ACCESSIBLE RAMPS (TYPE A, TYPE B, TYPE C)
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- STOP — ① STOP (R1-1)
- RESERVED PARKING / MAXIMUM PENALTY $250 / VAN ACCESSIBLE — ② HANDICAP VAN ACCESSIBLE (R7-8 AND R7-8A)
- MAX. PARKING 15 MIN. — ③ MAIL PARKING 15 MINUTE LIMIT (R7-21A)

NOTES:

1. SIGHT DISTANCE CALCULATIONS ARE PROVIDED ON TYPICAL SECTION SHEET C0.02. ALL CALCULATIONS USE FORMULA 9-1 FROM AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS , 2004.
2. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.

SHEET INDEX

DEVELOPMENT STANDARDS

Development Intensity	Approved Standards
Maximum Gross Density	
Maximum Gross Residential Density Allowed	5.27 units/acre
Maximum Gross Floor Area	
Floor Area: Ground Floor Story Allowed	16,000 sf
Open Space and Gathering Area	
Overall Minimum Open Space Required	30%
Interior Building Setbacks - All Structures (ft)	
Front	Min: 5' Max: 20'
All other setbacks (Side and Rear)	Min: 5'
Side - Corner Setback	5'
Exterior Building Setbacks - All Structures (ft)	
Exterior Setback to Adjacent All Other Residential Districts (minimum)	10'
Exterior Setback to Adjacent Commercial	25'
Thoroughfare Setback	25'
Buffers	
RR Buffer (Single Family Parcel)	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B
Thoroughfare Buffer	10' Type B (commercial) 20'Type B (residential)
Building Height	
All Primary Structures (maximum)	45'
Primary Structures - Minimum number of stories	1
Primary Structures - Maximum number of stories	3
Accessory Structures (maximum)	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1-15'

All other applicable development standards not listed here shall follow UDO standards and requirements.

EASEMENT LEGEND

- (DE) PRIVATE STORM DRAINAGE EASEMENT
- (PDE) PUBLIC STORM DRAINAGE EASEMENT
- (SDTE) SIGHT DISTANCE TRIANGLE EASEMENT
- (RW) RETAINING WALL MAINTENANCE EASEMENT
- (SSE) PUBLIC SANITARY SEWER EASEMENT
- (UE) PUBLIC WATERLINE EASEMENT
- (PAE) PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-S1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

SITE PLAN - AREA - "A"

C2.01

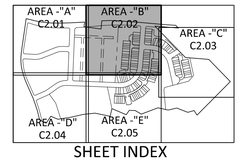
X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-S1.dwg, 7/7/2025 2:18:44 PM, Savana Bennett

SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACCESSIBLE PARKING STALL (ACC)
- VAN ACCESSIBLE PARKING STALL (VAN)
- PARKING SPACE COUNT (XX)
- ACCESSIBLE RAMPS (TYPE A, TYPE B, TYPE C)
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- STOP (R1-1) ①
- HANDICAP VAN ACCESSIBLE (R7-8 AND R7-8A) ②
- MAIL PARKING 15 MINUTE LIMIT (R7-21A) ③

NOTES:

1. SIGHT DISTANCE CALCULATIONS ARE PROVIDED ON TYPICAL SECTION SHEET C0.02. ALL CALCULATIONS USE FORMULA 9-1 FROM AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS , 2004.
2. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.



SHEET INDEX

DEVELOPMENT STANDARDS

Development Intensity	Approved Standards
Maximum Gross Density	
Maximum Gross Residential Density Allowed	5.27 units/acre
Maximum Gross Floor Area	
Floor Area: Ground Floor Story Allowed	16,000 sf
Open Space and Gathering Area	
Overall Minimum Open Space Required	30%
Interior Building Setbacks - All Structures (ft)	
Front	Min: 5' Max: 20'
All other setbacks (Side and Rear)	Min: 5'
Side - Corner Setback	5'
Exterior Building Setbacks - All Structures (ft)	
Exterior Setback to Adjacent All Other Residential Districts (minimum)	10'
Exterior Setback to Adjacent Commercial	25'
Thoroughfare Setback	25'
Buffers	
RR Buffer (Single Family Parcel)	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B
Thoroughfare Buffer	10' Type B (commercial) 20Type B (residential)
Building Height	
All Primary Structures (maximum)	45'
Primary Structures - Minimum number of stories	1
Primary Structures - Maximum number of stories	3
Accessory Structures (maximum)	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1-1.5'

All other applicable development standards not listed here shall follow UDO standards and requirements.

EASEMENT LEGEND

- (DE) PRIVATE STORM DRAINAGE EASEMENT
- (PDE) PUBLIC STORM DRAINAGE EASEMENT
- (SDTE) SIGHT DISTANCE TRIANGLE EASEMENT
- (WE) RETAINING WALL MAINTENANCE EASEMENT
- (SSE) PUBLIC SANITARY SEWER EASEMENT
- (UE) PUBLIC WATERLINE EASEMENT
- (PAE) PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-S1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

SITE PLAN - AREA - "B"

C2.02

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-S1.dwg, 7/7/2025 2:18:47 PM, Savana Bennett

SIDEWALK LEGEND

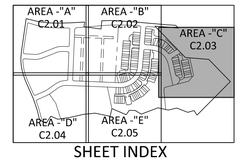
- 5' SIDEWALK
- 6' SIDEWALK
- 8' SIDEWALK
- 10' SIDEWALK

SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACCESSIBLE PARKING STALL (ACC)
- VAN ACCESSIBLE PARKING STALL (VAN)
- PARKING SPACE COUNT (XX)
- ACCESSIBLE RAMPS (TYPE A, TYPE B, TYPE C)
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- STOP (R1-1) ①
- HANDICAP VAN ACCESSIBLE (R7-8 AND R7-8A) ②
- MAIL PARKING 15 MINUTE LIMIT (R7-21A) ③

NOTES:

1. SIGHT DISTANCE CALCULATIONS ARE PROVIDED ON TYPICAL SECTION SHEET C0.02. ALL CALCULATIONS USE FORMULA 9-1 FROM AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS , 2004.
2. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.



SHEET INDEX

DEVELOPMENT STANDARDS

Development Intensity	Approved Standards
Maximum Gross Density	
Maximum Gross Residential Density Allowed	5.27 units/acre
Maximum Gross Floor Area	
Floor Area: Ground Floor Story Allowed	16,000 sf
Open Space and Gathering Area	
Overall Minimum Open Space Required	30%
Interior Building Setbacks - All Structures (ft)	
Front	Min: 5' Max: 20'
All other setbacks (Side and Rear)	Min: 5'
Side - Corner Setback	5'
Exterior Building Setbacks - All Structures (ft)	
Exterior Setback to Adjacent All Other Residential Districts (minimum)	10'
Exterior Setback to Adjacent Commercial	25'
Thoroughfare Setback	25'
Buffers	
RR Buffer (Single Family Parcel)	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B
Thoroughfare Buffer	10' Type B (commercial) 20'Type B (residential)
Building Height	
All Primary Structures (maximum)	45'
Primary Structures - Minimum number of stories	1
Primary Structures - Maximum number of stories	3
Accessory Structures (maximum)	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1-1.5'

All other applicable development standards not listed here shall follow UDO standards and requirements.

EASEMENT LEGEND

- (DE) PRIVATE STORM DRAINAGE EASEMENT
- (PDE) PUBLIC STORM DRAINAGE EASEMENT
- (SDTE) SIGHT DISTANCE TRIANGLE EASEMENT
- (WE) RETAINING WALL MAINTENANCE EASEMENT
- (SSE) PUBLIC SANITARY SEWER EASEMENT
- (UE) PUBLIC WATERLINE EASEMENT
- (PAE) PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-S1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

SITE PLAN - AREA - "C"

C2.03

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-S1.dwg, 7/7/2025 2:18:50 PM, Swaina Bennett

SEE SHEET C2.01

SEE SHEET C2.05

PARKER HOLDINGS LLC
PO BOX 339
APEX NC 27502-0339
PIN: 0627688701
REID: 0244636
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 010560, PG. 01046

20' TYPE 'B' PERIMETER BUFFER

25' BUILDING SETBACK

EXISTING REX RD. (SR 1127) (APPX. AVG. EXISTING 60' PUBLIC R/W & 24' EDGE-EDGE) (PROPOSED 1 OF 112' R/W & 76' B-B)

N 85°56'55" W 188.76'

HUDSON, JEREMY D
5524 REX RD
HOLLY SPRINGS NC 27540-9728
PIN: 0627783299
REID: 0310445
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 017255, PG. 01140

SEE OFFSITE IMPROVEMENTS BY KIMLEY-HORN AND ASSOCIATES, INC.

DUKE ENERGY PROGRESS INC
TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE NC 28202-4200
PIN: 0627775764
REID: 0233460
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 015289, PG. 02437

DUKE ENERGY PROGRESS INC
TAX DEPT - DEC41B
550 S. TRYON ST
CHARLOTTE, NC 28202-4200
PIN: 0627775764
REID: 0233460
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 015289, PG. 02437

BUILDING 4 UNITS 13-16
BUILDING 6 UNITS 21-24
BUILDING 5 UNITS 17-20
BUILDING 8 UNITS 29-32
BUILDING 7 UNITS 25-28
BUILDING 9 UNITS 33-36
BUILDING 10 UNITS 37-40
BUILDING 11 UNITS 41-44
BUILDING 12 UNITS 45-48
BUILDING 13 UNITS 49-52
BUILDING 14 UNITS 53-56
BUILDING 15 UNITS 57-60
BUILDING 17 UNITS 65-68
BUILDING 18 UNITS 69-72

PRIVATE STREET "J" (27' B-B) R=15'

STREET "A" (61' PUBLIC R/W)

STREET "B" (61' PUBLIC R/W)

PRIVATE STREET "I" (27' B-B)

RETAINING WALL WITH FENCE (DESIGN BY OTHERS)

BIKE RACK (TYP.)

TRASH COMPACTOR

MAIL KIOSK

PUMP STATION ACCESS ROAD

OPAQUE BUFFER

400 PUMP STATION (APPROXIMATE LOCATION) PLEASE SEE LKC PUMP STATION PLANS UNDER SEPARATE COVER

20' TYPE 'B' PERIMETER BUFFER

25' BUILDING SETBACK

LANDSCAPE BUFFER

10' TYPE 'B' PERIMETER BUFFER

S 70°08'00" W 96.90'

S 37°42'05" W 158.35'

S 34°16'55" W 170.74'

S 40°38

S 08°41'23" W 71.34'

S 09°32'30" E 104.64'

POND MAINTENANCE AND ACCESS EASEMENT (TYP.)

STORMWATER CONTROL MEASURE "A"

RETAINING WALL WITH FENCE (DESIGN BY OTHERS)

SIDEWALK LEGEND

- 5' SIDEWALK
- 6' SIDEWALK
- 8' SIDEWALK
- 10' SIDEWALK

SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACC / VAN — ACCESSIBLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- XX — PARKING SPACE COUNT
- ACCESSIBLE RAMPS (TYPE A, TYPE B, TYPE C)
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- STOP — ① STOP (R1-1)
- RESERVED PARKING / MAXIMUM PENALTY $250 / VAN ACCESSIBLE — ② HANDICAP VAN ACCESSIBLE (R7-8 AND R7-8A)
- MAX. PARKING 15 MIN. — ③ MAIL PARKING 15 MINUTE LIMIT (R7-21A)

NOTES:

1. SIGHT DISTANCE CALCULATIONS ARE PROVIDED ON TYPICAL SECTION SHEET C0.02. ALL CALCULATIONS USE FORMULA 9-1 FROM AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS , 2004.
2. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.

AREA -"A" C2.01 | AREA -"B" C2.02 | AREA -"C" C2.03 | AREA -"D" C2.04 | AREA -"E" C2.05

SHEET INDEX

DEVELOPMENT STANDARDS

Development Intensity	Approved Standards
Maximum Gross Density	
Maximum Gross Residential Density Allowed	5.27 units/acre
Maximum Gross Floor Area	
Floor Area: Ground Floor Story Allowed	16,000 sf
Open Space and Gathering Area	
Overall Minimum Open Space Required	30%
Interior Building Setbacks - All Structures (ft)	
Front	Min: 5' Max: 20'
All other setbacks (Side and Rear)	Min: 5'
Side - Corner Setback	5'
Exterior Building Setbacks - All Structures (ft)	
Exterior Setback to Adjacent All Other Residential Districts (minimum)	10'
Exterior Setback to Adjacent Commercial	25'
Thoroughfare Setback	25'
Buffers	
RR Buffer (Single Family Parcel)	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B
Thoroughfare Buffer	10' Type B (commercial) 20'Type B (residential)
Building Height	
All Primary Structures (maximum)	45'
Primary Structures - Minimum number of stories	1
Primary Structures - Maximum number of stories	3
Accessory Structures (maximum)	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1-1.5'

All other applicable development standards not listed here shall follow UDO standards and requirements.

EASEMENT LEGEND

- PDE — PRIVATE STORM DRAINAGE EASEMENT
- PDE — PUBLIC STORM DRAINAGE EASEMENT
- SDTE — SIGHT DISTANCE TRIANGLE EASEMENT
- WE — RETAINING WALL MAINTENANCE EASEMENT
- SSE — PUBLIC SANITARY SEWER EASEMENT
- UE — PUBLIC WATERLINE EASEMENT
- PAE — PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

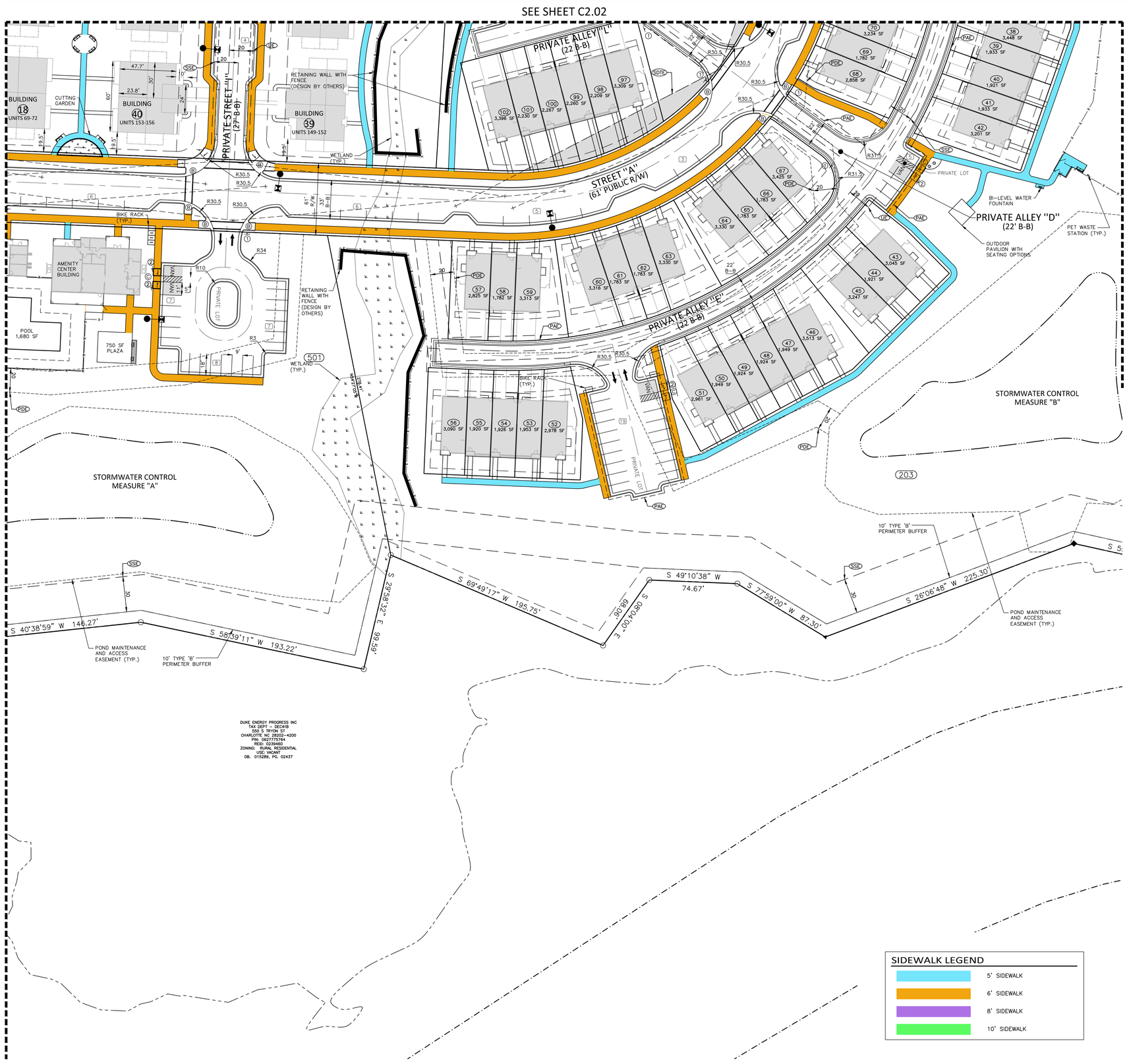
PROJECT NO.	GHK-22001
FILENAME	GHK22001-S1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

SITE PLAN - AREA - "D"

C2.04

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-S1.dwg, 7/7/2025 2:18:53 PM, Savanta Bonnett

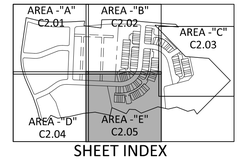


SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- ACC / VAN — ACCESSIBLE PARKING STALL / VAN ACCESSIBLE PARKING STALL
- XX — PARKING SPACE COUNT
- ACCESSIBLE RAMPS (TYPE A, TYPE B, TYPE C)
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- STOP — ① STOP (R1-1)
- RESERVED PARKING / MAXIMUM PENALTY $250 / VAN ACCESSIBLE — ② HANDICAP VAN ACCESSIBLE (R7-8 AND R7-8A)
- MAIL PARKING 15 MIN LIMIT — ③ MAIL PARKING 15 MINUTE LIMIT (R7-21A)

NOTES:

1. SIGHT DISTANCE CALCULATIONS ARE PROVIDED ON TYPICAL SECTION SHEET C0.02. ALL CALCULATIONS USE FORMULA 9-1 FROM AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS , 2004.
2. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.



SHEET INDEX

DEVELOPMENT STANDARDS

Development Intensity	Approved Standards
Maximum Gross Density	
Maximum Gross Residential Density Allowed	5.27 units/acre
Maximum Gross Floor Area	
Floor Area: Ground Floor Story Allowed	16,000 sf
Open Space and Gathering Area	
Overall Minimum Open Space Required	30%
Interior Building Setbacks - All Structures (ft)	
Front	Min: 5' Max: 20'
All other setbacks (Side and Rear)	Min: 5'
Side - Corner Setback	5'
Exterior Building Setbacks - All Structures (ft)	
Exterior Setback to Adjacent All Other Residential Districts (minimum)	10'
Exterior Setback to Adjacent Commercial	25'
Thoroughfare Setback	25'
Buffers	
RR Buffer (Single Family Parcel)	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B
Thoroughfare Buffer	10' Type B (commercial) 20'Type B (residential)
Building Height	
All Primary Structures (maximum)	45'
Primary Structures - Minimum number of stories	1
Primary Structures - Maximum number of stories	3
Accessory Structures (maximum)	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1-1.5'

All other applicable development standards not listed here shall follow UDO standards and requirements.

EASEMENT LEGEND

- (DE) PRIVATE STORM DRAINAGE EASEMENT
- (PDE) PUBLIC STORM DRAINAGE EASEMENT
- (SDTE) SIGHT DISTANCE TRIANGLE EASEMENT
- (WE) RETAINING WALL MAINTENANCE EASEMENT
- (SSE) PUBLIC SANITARY SEWER EASEMENT
- (UE) PUBLIC WATERLINE EASEMENT
- (PAE) PRIVATE ACCESS EASEMENT

SIDEWALK LEGEND

- 5' SIDEWALK
- 6' SIDEWALK
- 8' SIDEWALK
- 10' SIDEWALK

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

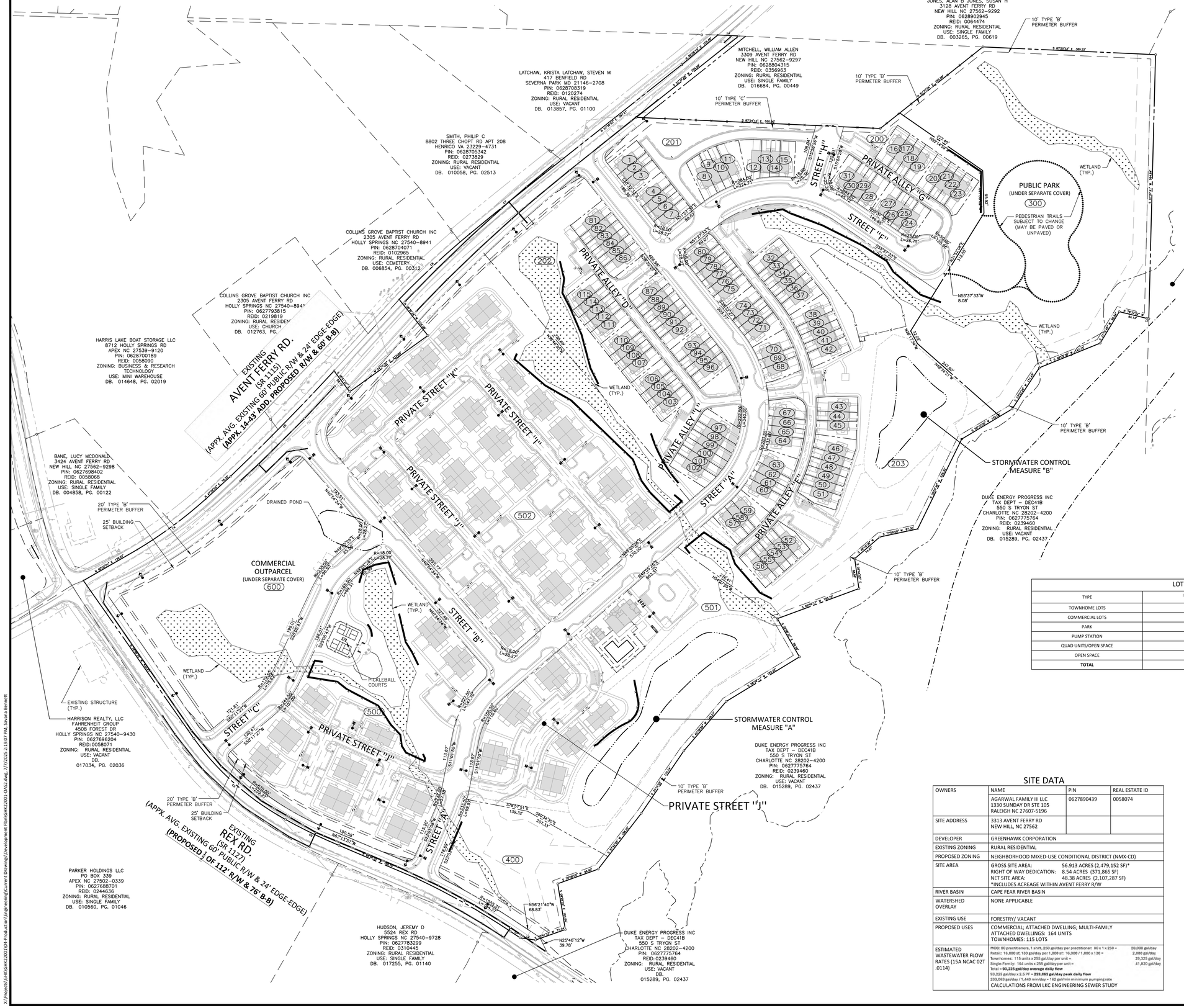
PROJECT NO.	GHK-22001
FILENAME	GHK22001-S1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

SITE PLAN - AREA - "E"

C2.05

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-S1.dwg, 7/7/2025 2:18:56 PM, Savana Bennett



LOT DATA TABLE		
NEW LOT #	AREA (SF)	AREA (AC)
200	30703.33	0.70
201	33280.24	0.76
202	103207.03	2.37
203	251815.99	5.78
300	326144.87	7.49
400	65393.99	1.50
500	214771.33	4.93
501	253971.28	5.83
502	375513.38	8.62
600	164653.34	3.78

LOT BREAKDOWN		
TYPE	LOT NUMBERS	QUANTITY
TOWNHOME LOTS	1 - 115	115
COMMERCIAL LOTS	600	1
PARK	300	1
PUMP STATION	400	1
QUAD UNITS/OPEN SPACE	500 - 502	3
OPEN SPACE	200 - 203	4
TOTAL		**125**

SITE DATA

OWNERS	NAME	PIN	REAL ESTATE ID
	AGARWAL FAMILY III LLC 1330 SUNDAY DR STE 105 RALEIGH NC 27607-5196	0627890439	0058074
SITE ADDRESS	3313 AVENT FERRY RD NEW HILL, NC 27562		
DEVELOPER	GREENHAWK CORPORATION		
EXISTING ZONING	RURAL RESIDENTIAL		
PROPOSED ZONING	NEIGHBORHOOD MIXED-USE CONDITIONAL DISTRICT (NMX-CD)		
SITE AREA	GROSS SITE AREA: 56.913 ACRES (2,479,152 SF)* RIGHT OF WAY DEDICATION: 8.54 ACRES (371,865 SF) NET SITE AREA: 48.38 ACRES (2,107,287 SF) *INCLUDES ACREAGE WITHIN AVENT FERRY R/W		
RIVER BASIN	CAPE FEAR RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	FORESTRY/ VACANT		
PROPOSED USES	COMMERCIAL; ATTACHED DWELLING; MULTI-FAMILY ATTACHED DWELLINGS: 164 UNITS TOWNHOMES: 115 LOTS		
ESTIMATED WASTEWATER FLOW RATES (15A NCAC 02T .0114)	PROB: 80 practitioners, 1 shift, 250 gal/day per practitioner: 80 x 1 x 250 = 20,000 gal/day Retail: 16,000 sf, 130 gal/day per 1,000 sf: 16,000 / 1,000 x 130 = 2,080 gal/day Townhomes: 115 units x 255 gal/day per unit = 29,325 gal/day Single-Family: 164 units x 255 gal/day per unit = 41,820 gal/day Total = **93,225 gal/day average daily flow** 93,225 gal/day x 2.5 PF = **233,063 gal/day peak daily flow** 233,063 gal/day / 1,440 min/day = 162 gal/min minimum pumping rate CALCULATIONS FROM LKC ENGINEERING SEWER STUDY		

GENERAL NOTES:

FOR INDIVIDUAL TOWNHOME LOT DIMENSIONS, SEE SHEET C2.07.

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL SEAL 043217 ENGINEER JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-OAS2
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 100'
DATE	07. 07. 2025

SHEET

OVERALL LOT DIMENSION PLAN

C2.06

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-OAS2.dwg, 7/7/2025 2:19:07 PM, Saviana Bennett

MITCHELL, WILLIAM ALLEN
3309 AVENT FERRY RD
NEW HILL NC 27562-9297
PIN: 0628804315
REID: 0356963
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 016684, PG. 00449

DUKE ENERGY PROGRESS INC
TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE NC 28202-4200
PIN: 0627775764
REID: 0239460
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 015289, PG. 02437

PRIVATE ALLEY "G"
PRIVATE ALLEY "E"
PRIVATE ALLEY "D"
PRIVATE ALLEY "F"
PRIVATE ALLEY "L"
STREET "H"
STREET "F"
STREET "A"
STREET "F"

PEDESTRIAN TRAILS SUBJECT TO CHANGE (MAY BE PAVED OR UNPAVED)
10' TYPE 'B' PERIMETER BUFFER
10' TYPE 'C' PERIMETER BUFFER
WETLAND (TYP.)
STORMWATER CONTROL MEASURE "B"

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-S2
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 50'
DATE	07. 07. 2025

SHEET

LOT DIMENSION PLAN

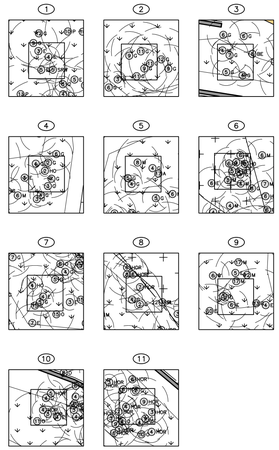
C2.07

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-S2.dwg, 7/7/2025 2:19:19 PM, Savana Bennett

ACTIVE OPEN SPACE ELEMENTS

ACTIVE REC. AREA 1	1) 500 SF HARDSCAPE PLAZA WITH BENCHES/SEATING OPTIONS 2) ATHLETIC PLAY LAWN WITH NATIVE FLOWERING TREES AND SHRUBS 3) PICKLEBALL/TENNIS/BOCCE COURT
ACTIVE REC. AREA 2	1) CLUBHOUSE 2) POOL WITH DECK 3) 400 SF HARDSCAPE PLAZA WITH BENCHES/SEATING OPTIONS
ACTIVE REC. AREA 3	1) WALKING TRAILS WITH SEATING 2) PLAY LAWN 3) CUTTING/WILDFLOWER GARDEN
ACTIVE REC. AREA 4	1) ½ ACRE DOG PARK(S) 2) DRINKING FOUNTAIN W/PET FOUNTAIN 3) DOG PARK PLAY ELEMENTS AND SHADE TREES

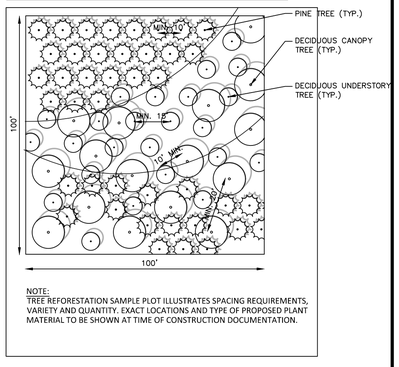
TREE SAMPLE AREAS:



TREE PRESERVATION/REFORESTATION LEGEND

	TREE PRESERVATION AREA:	4.14 ACRES
	TREE REFORESTATION AREA:	1.57 ACRES
	TOTAL REQUIRED:	5.7 ACRES
	TOTAL PROVIDED:	5.71 ACRES

TREE REFORESTATION SAMPLE PLOT



NOTE:
TREE REFORESTATION SAMPLE PLOT ILLUSTRATES SPACING REQUIREMENTS, VARIETY AND QUANTITY. EXACT LOCATIONS AND TYPE OF PROPOSED PLANT MATERIAL TO BE SHOWN AT TIME OF CONSTRUCTION DOCUMENTATION.

TREE REFORESTATION NOTES:

FOR DESIGNATED TREE PRESERVATION/REFORESTATION AREAS ON SITE WHICH ARE DEVOID OF MATURE TREE STANDS, THE DEVELOPER SHALL INSTALL TREES IN ACCORDANCE WITH ALL APPLICABLE UDO STANDARDS AND THE BELOW GUIDELINES.

REFORESTATION INCLUDES THE PROCESS OF PLANTING AND ESTABLISHING A DESIRED FOREST COMMUNITY. A SERIES OF GUIDELINES IS DESCRIBED HEREIN IN ORDER TO HELP STABILIZE THE SITE, DECREASE LONG-TERM EROSION, RE-PLANT CUT-OVER WETLANDS AND STREAM BUFFERS, AND AID IN THE ESTABLISH OF ECOLOGICALLY SIGNIFICANT NATURAL RESOURCES.

NATIVE SOILS TO THIS SITE ARE CaB AND CaC WITHIN THE CARBONTON SERIES. MOST OF THESE SOIL ARE IN WOODLANDS WITH SOME SMALL AREAS IN PASTURE. FORESTED AREAS ARE LOBLOLLY PINE, SHORTLEAF PINE, SOUTHERN RED OAK, WHITE OAK, AND HICKORY. UNDERSTORY SPECIES ARE DOMINANTLY RED MAPLE, SWEET GUM, EASTERN RED CEDAR, FLOWERING DOGWOOD, AND SOURWOOD. INDIVIDUAL TREE SPECIES PROPOSED FOR REFORESTATION REQUIREMENTS AT TIME OF DEVELOPMENT SHALL UTILIZE THESE OR SIMILAR TREE SPECIES.

- TREE REFORESTATION SPECIES WILL BE A DIVERSE MIX OF CANOPY AND UNDERSTORY TREES. A MAXIMUM OF 25% OF ANY ONE SPECIES IS ALLOWED, EXCLUDING PINE. MINIMUM SPECIES PERCENTAGES SHALL NOT BE APPLICABLE TO EXISTING TREE STANDS.
- A MINIMUM 25% OF THE REFORESTED AREA SHALL BE EVERGREEN CANOPY TREES.
- LARGE GROUPINGS OR SWATHES OF TREES SHALL BE INSTALLED TO AVOID RANDOM TREE SPECIES SELECTION AND TO CREATE AN OVERALL UNIFIED APPEARANCE.
- TREE INSTALLATION TYPES CAN BE EITHER BARE ROOT AND/OR CONTAINER GROWN TREES TO PROMOTE DISEASE RESISTANCE AND TO INCREASE THE DIVERSITY OF GROWTH RATES AND ESTABLISHMENT TYPES.
- BARE ROOT TREES SHALL BE HEALTHY, UNBROKEN, HAVE STRONG APICAL DOMINANCE AND HAVE A BALANCED SHOOT-TO-ROOT RATIO. DECIDUOUS BARE ROOT TREES SHALL BE A MINIMUM 3' HEIGHT AT TIME OF INSTALLATION.
- CONTAINER GROWN TREES SHALL BE A MINIMUM 0.25'' CALIPER, AND BE A MINIMUM 5' HEIGHT AT TIME OF INSTALLATION.
- HARDWOODS SHALL BE SPACED A MINIMUM 20' ON CENTER AND A MAXIMUM OF 25' ON CENTER.
- UNDERSTORY TREES SHALL BE SPACED A MINIMUM 10' ON CENTER AND A MAXIMUM OF 20' ON CENTER.
- PINE SAPLINGS SHALL BE SPACED 10' ON CENTER, IN STAGGERED ROWS WITH A MINIMUM INSTALL HEIGHT OF 2'. OTHER EVERGREEN TREES SHALL BE SPACED APPROPRIATE TO THE CANOPY SPREAD WITH A MINIMUM INSTALL HEIGHT OF 3'.
- WILLOW STEM CUTTINGS SHALL BE ALLOWED FOR WETLAND OR RIPARIAN BUFFER RESTORATION.
- TREE SELECTION SHALL BE APPROPRIATE TO THE SITE AND TAKE INTO ACCOUNT ELEMENTS SUCH AS BUT NOT LIMITED TO SOILS, SUN EXPOSURE, RIPARIAN AREAS, PROXIMITY OF PROPOSED LOTS, IMPERVIOUS STRUCTURES, RETAINING WALLS, OTHER PLANT COMPETITION OR RECREATIONAL ELEMENTS.
- ALL REFORESTATION TREES SPECIES SHALL BE LISTED ON THE HOLLY SPRINGS PREFERRED PLANT LIST, OR BE APPROVED BY HOLLY SPRINGS.
- EXISTING VEGETATION SHALL MEET REFORESTATION REQUIREMENTS IF THE EXISTING TREE DBH IS 0.5'' OR GREATER AT TIME OF SITE INSPECTION.

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 2088 C. MICHAEL VAMPRAN, JR. — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

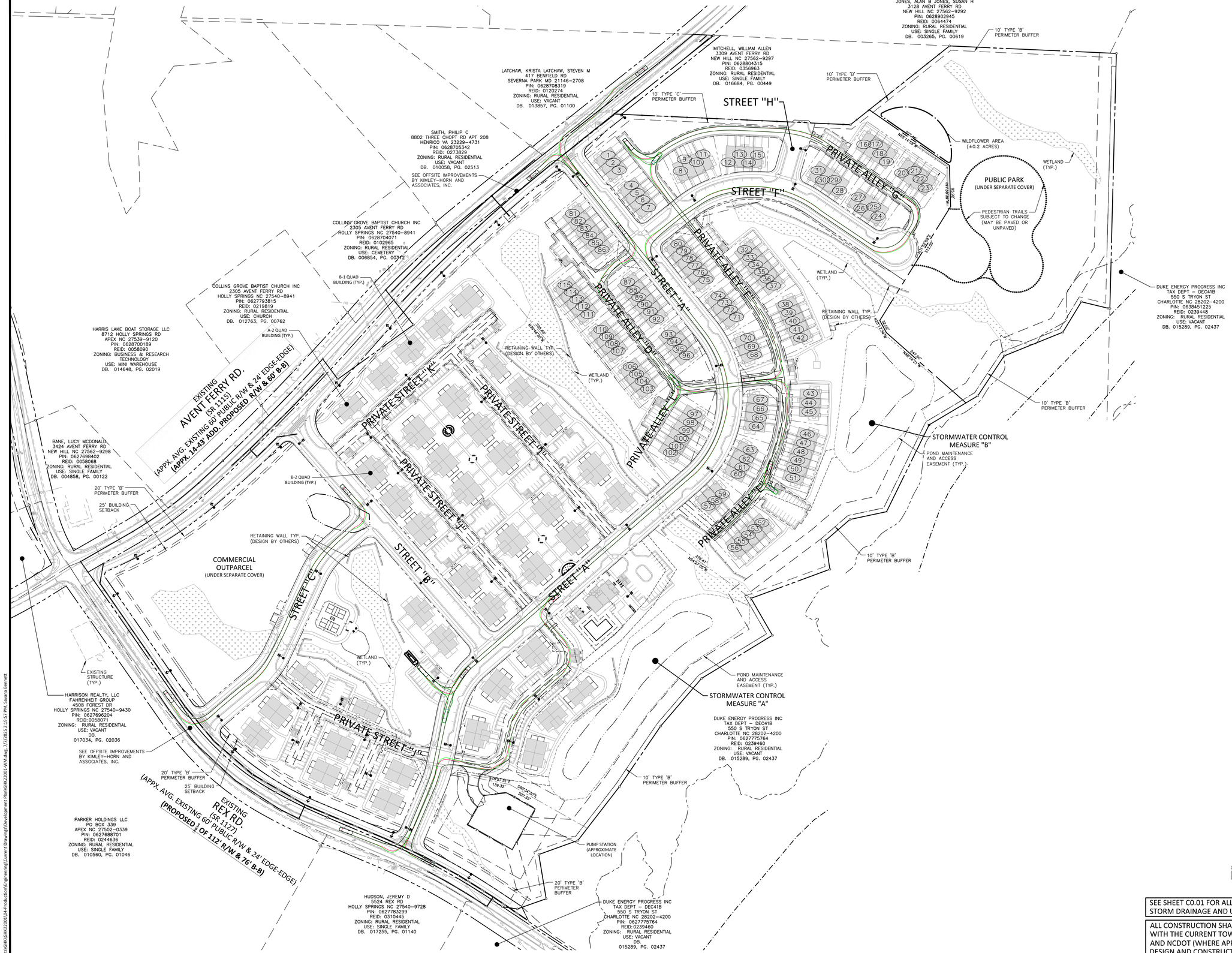
PROJECT NO.	GHK-22001
FILENAME	GHK22001-OS1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 100'
DATE	07. 07. 2025

SHEET

OPEN SPACE AND PRESERVATION PLAN

C2.10

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-OS1.dwg, 7/7/2025 2:19:46 PM, Savana Bennett



GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

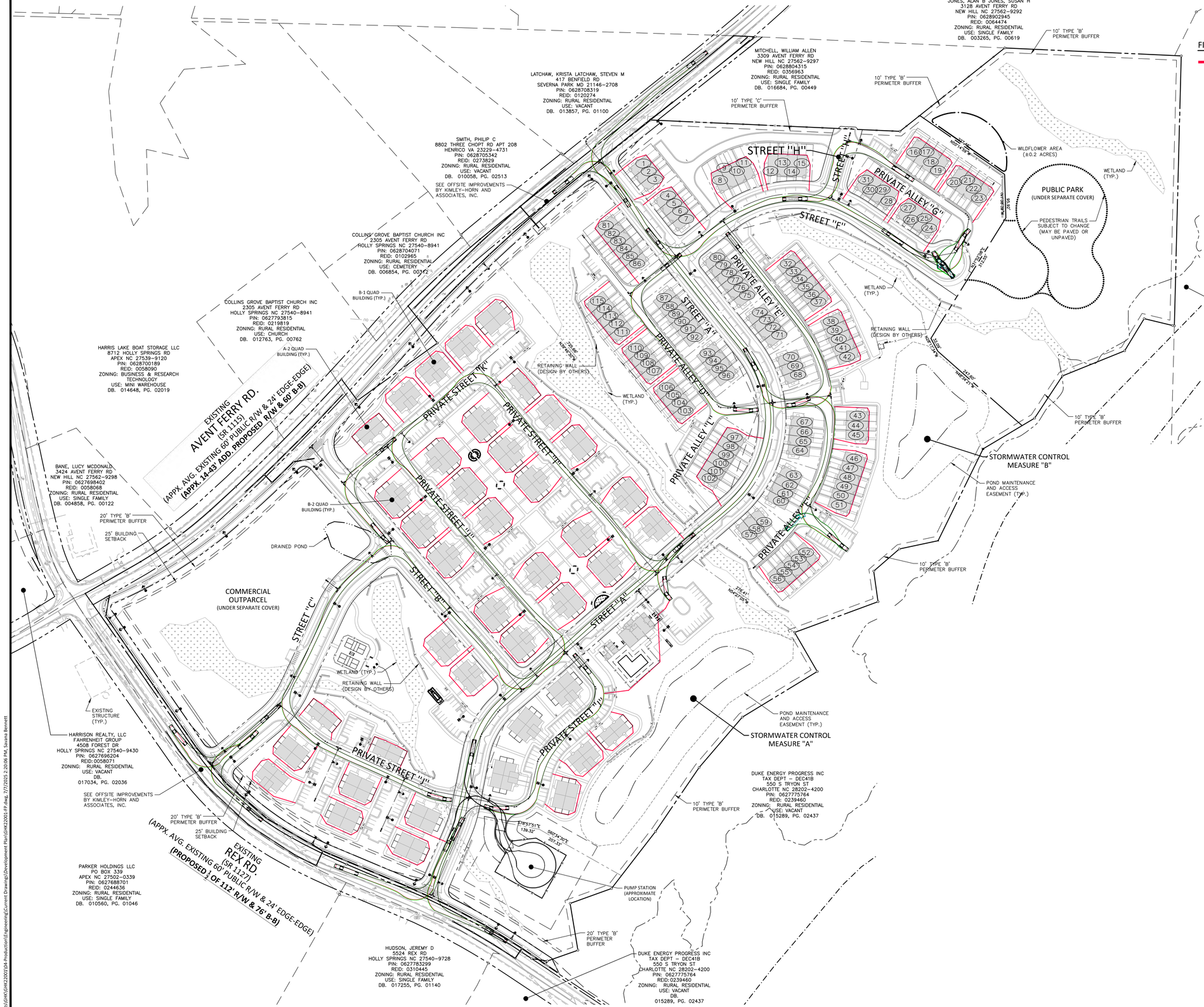
PROJECT NO.	GHK-22001
FILENAME	GHK22001-WM
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 100'
DATE	07. 07. 2025

SHEET

WASTE MANAGEMENT PLAN

C2.20

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-WM.dwg, 7/7/2025 2:19:57 PM, Saxana Bennett



McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-FP
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 100'
DATE	07. 07. 2025

SHEET

FIRE PROTECTION PLAN

C2.30

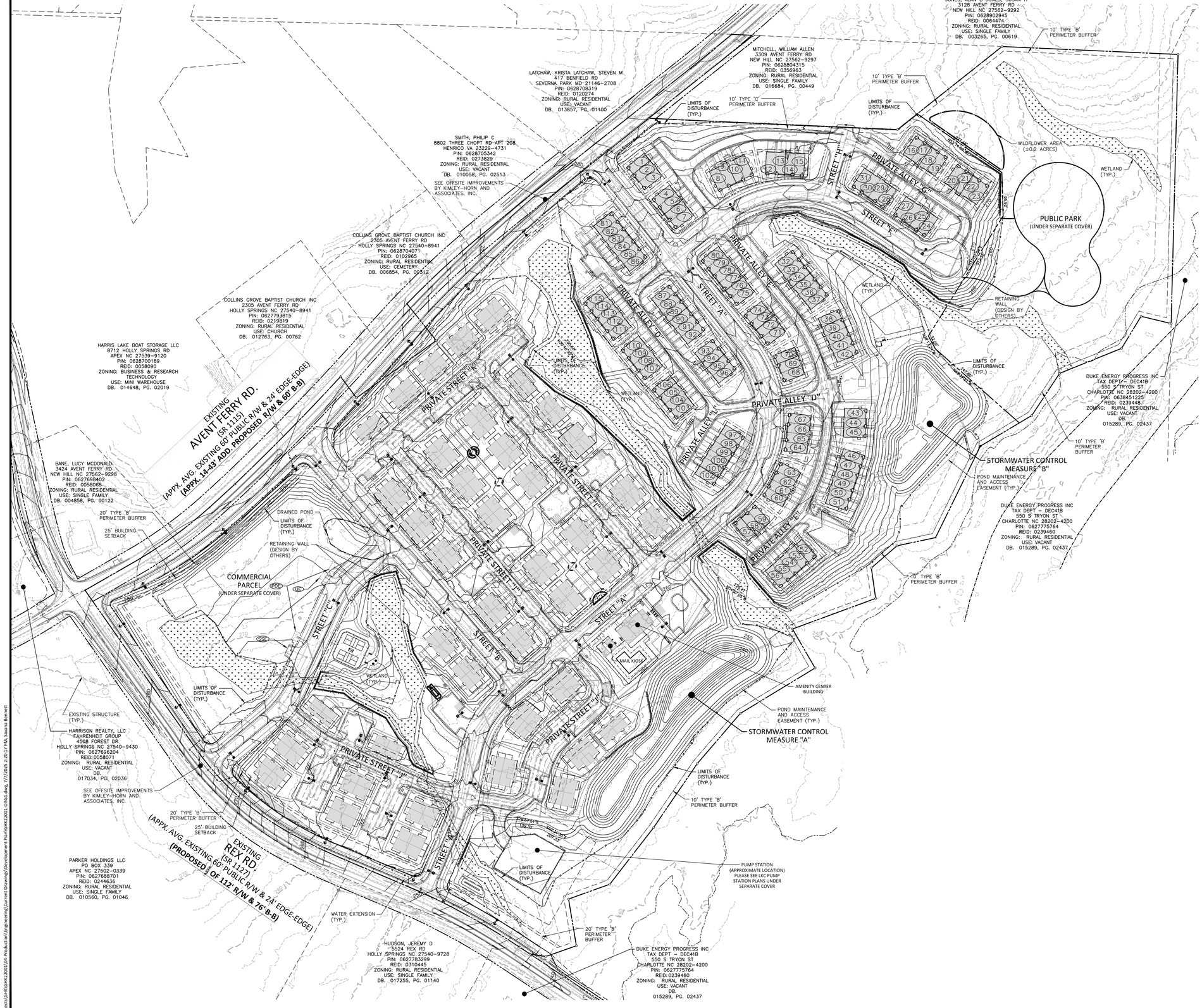
GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-FP.dwg, 7/7/2025 2:20:06 PM, Saxana Bennett



GRADING LEGEND

- FLARED END SECTION
- ENDWALL SECTION
- CATCH BASIN
- DROP INLET
- STORM SERVICE INLET
- STORM SERVICE ROOF–DRAIN
- JUNCTION BOX
- DRAINAGE FLOW ARROW
- LINE BREAK SYMBOL
- 250.50 / 250.00 — TOP & BOTTOM CURB ELEVATIONS
- TW=223.00 / BW=213.00 — TOP OF WALL ELEVATION / BOTTOM OF WALL ELEVATION (NOTE: BOTTOM OF WALL IS GROUND ELEVATION NOT WALL FOUNDATION)
- + 250.60 — SPOT ELEVATION
- STORM DRAINAGE
- STORM SERVICE LINE
- RD RD RD — ROOF DRAIN, 8" ADS NON–PERFORATED TUBING OR EQUAL 1.0% MIN. SLOPE 3' MIN. COVER PVC SCHEDULE 40 IN TRAFFIC AREAS
- TP TP TP — TREE PROTECTION FENCE
- LD LD LD — LIMITS OF DISTURBANCE
- WOODED AREA
- 250 — MAJOR CONTOUR
- 252 — MINOR CONTOUR
- 250 — EXISTING MAJOR CONTOUR
- 252 — EXISTING MINOR CONTOUR
- EASEMENT LINE
- ACCESSIBLE PARKING AREA (2% MAX. SLOPE IN ALL DIRECTIONS)

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT
GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087
GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JEREMIAH C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

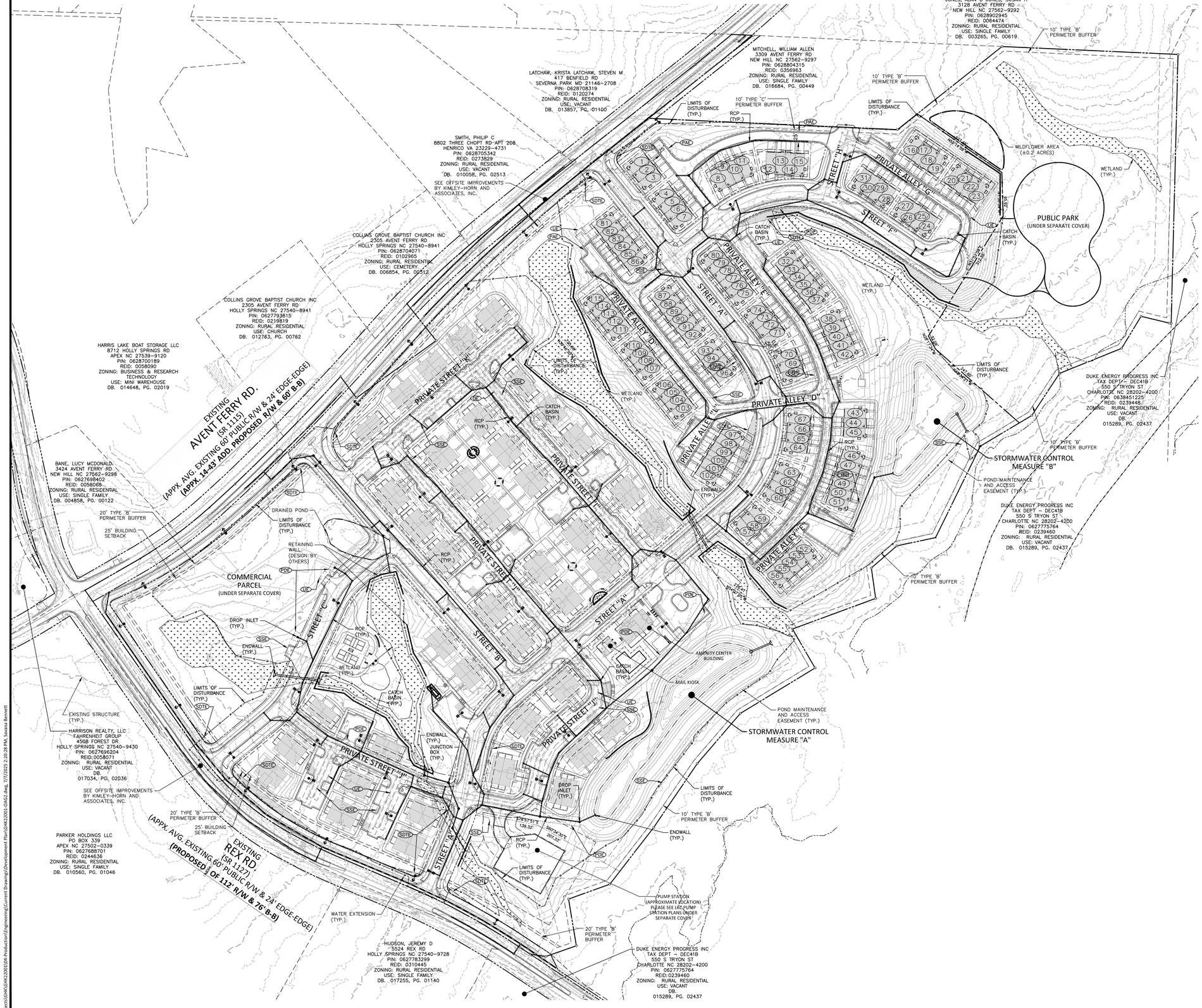
PROJECT NO.	GHK-22001
FILENAME	GHK22001-OAG1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 100'
DATE	07. 07. 2025

SHEET

OVERALL GRADING PLAN

C3.00

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-OAG1.dwg, 7/7/2025 2:20:17 PM, Saxana Bennett



EASEMENT LEGEND

PDE	PRIVATE STORM DRAINAGE EASEMENT
PDE	PUBLIC STORM DRAINAGE EASEMENT
SDTE	SIGHT DISTANCE TRIANGLE EASEMENT
RWE	RETAINING WALL MAINTENANCE EASEMENT
SSE	PUBLIC SANITARY SEWER EASEMENT
UE	PUBLIC WATERLINE EASEMENT
PAE	PRIVATE ACCESS EASEMENT

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JEREMIAH C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

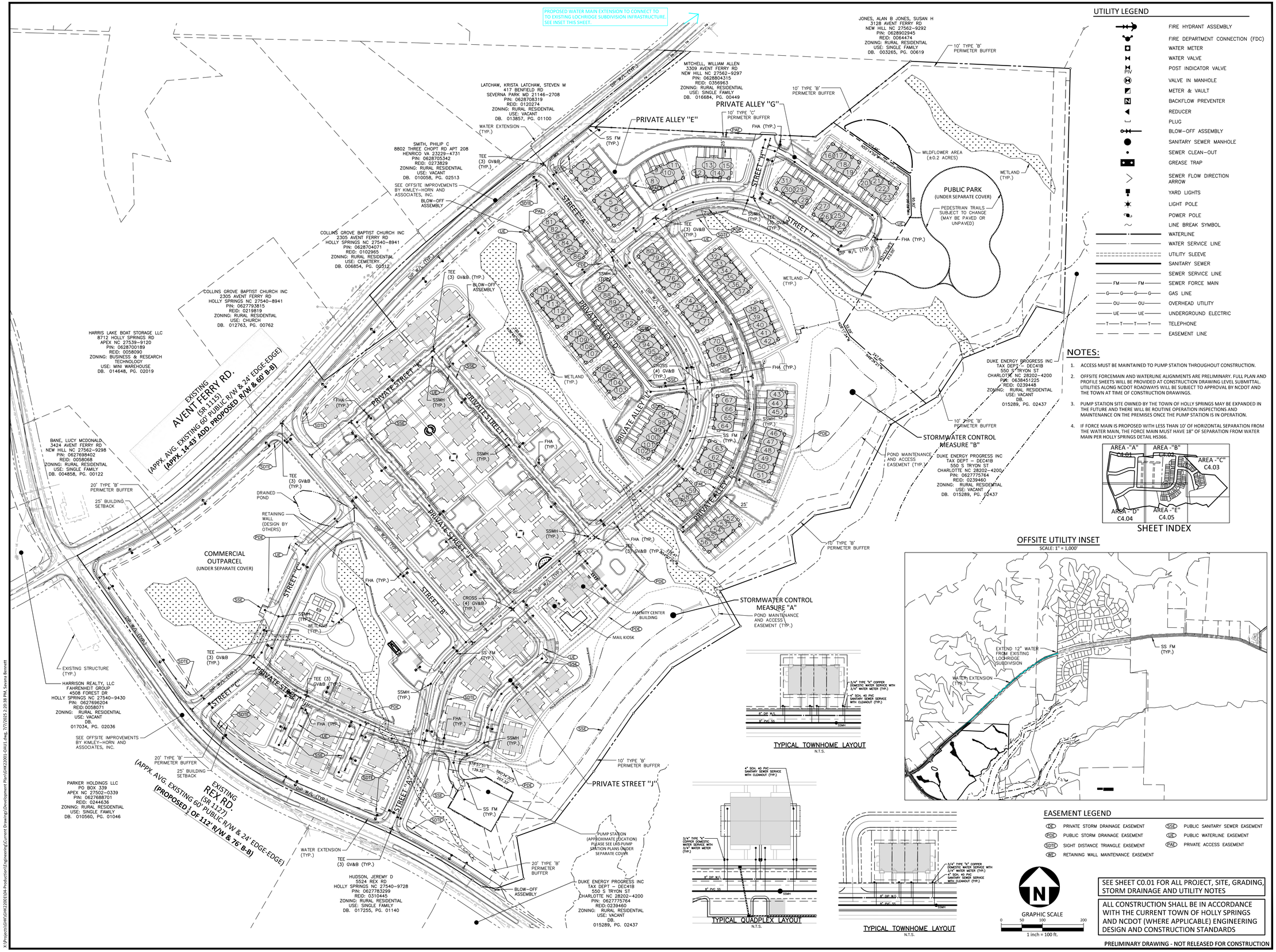
PROJECT NO.	GHK-22001
FILENAME	GHK22001-OAG2
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 100'
DATE	07. 07. 2025

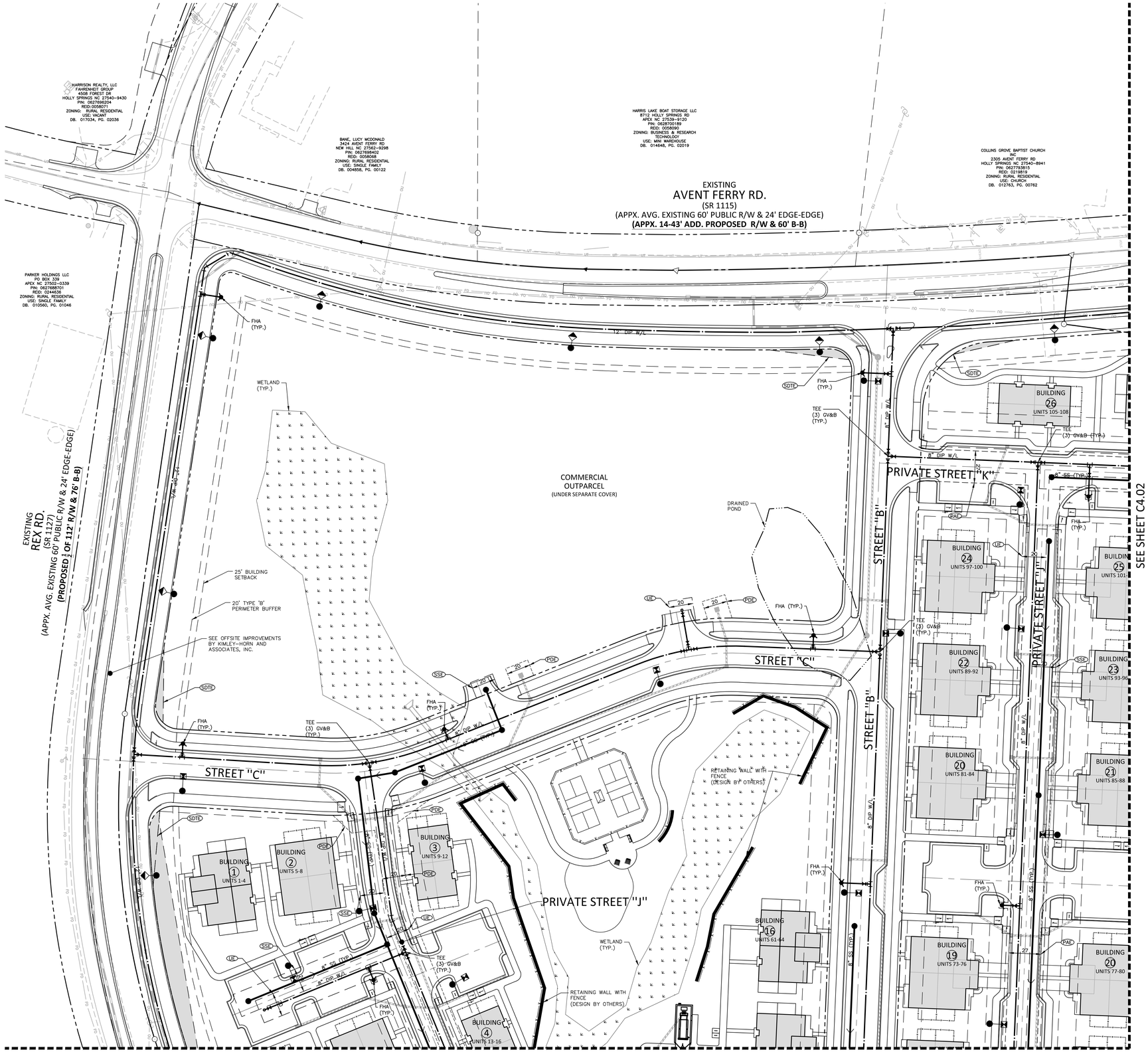
SHEET

OVERALL STORM DRAINAGE PLAN

C3.01

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawing\Development Plan\GHK22001-OAG2.dwg, 7/7/2025 2:20:28 PM, Saxana Bennett


PROPOSED WATER MAIN EXTENSION TO CONNECT TO TO EXISTING LOCHRIDGE SUBDIVISION INFRASTRUCTURE. SEE INSET THIS SHEET.
JONES, ALAN B JONES, SUSAN H
3128 AVENT FERRY RD
NEW HILL NC 27562-9292
PIN: 0628902945
REID: 0064474
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 003265, PG. 00619
MITCHELL, WILLIAM ALLEN
3309 AVENT FERRY RD
NEW HILL NC 27562-9297
PIN: 0628804315
REID: 0356963
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 016684, PG. 00449
LATCHAW, KRISTA LATCHAW, STEVEN M
417 BENFIELD RD
SEVERNA PARK MD 21146-2708
PIN: 0628708319
REID: 0120274
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 013857, PG. 01100
SMITH, PHILIP C
8802 THREE CHOPT RD APT 208
HENRICO VA 23229-4731
PIN: 0628705342
REID: 0273829
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 010058, PG. 02513
COLLINS GROVE BAPTIST CHURCH INC
2305 AVENT FERRY RD
HOLLY SPRINGS NC 27540-8941
PIN: 0628704071
REID: 0102965
ZONING: RURAL RESIDENTIAL
USE: CEMETERY
DB. 006854, PG. 00512
COLLINS GROVE BAPTIST CHURCH INC
2305 AVENT FERRY RD
HOLLY SPRINGS NC 27540-8941
PIN: 0627793815
REID: 0219819
ZONING: RURAL RESIDENTIAL
USE: CHURCH
DB. 012763, PG. 00762
HARRIS LAKE BOAT STORAGE LLC
8712 HOLLY SPRINGS RD
APEX NC 27539-9120
PIN: 0628700189
REID: 0058090
ZONING: BUSINESS & RESEARCH TECHNOLOGY
USE: MINI WAREHOUSE
DB. 014648, PG. 02019
BANE, LUCY MCDONALD
3424 AVENT FERRY RD
NEW HILL NC 27562-9298
PIN: 0627698402
REID: 0058068
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 004858, PG. 00122
HARRISON REALTY, LLC
FAIRENHEIT GROUP
4508 FOREST DR
HOLLY SPRINGS NC 27540-9430
PIN: 0627696204
REID: 0058071
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 017034, PG. 02036
PARKER HOLDINGS LLC
PO BOX 339
APEX NC 27502-0339
PIN: 0627688701
REID: 0244636
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 010560, PG. 01046
HUDSON, JEREMY D
5524 REX RD
HOLLY SPRINGS NC 27540-9728
PIN: 0627783299
REID: 0310445
ZONING: RURAL RESIDENTIAL
USE: SINGLE FAMILY
DB. 017255, PG. 01140
DUKE ENERGY PROGRESS INC
TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE NC 28202-4200
PIN: 0627775764
REID: 0239460
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 015289, PG. 02437
DUKE ENERGY PROGRESS INC
TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE NC 28202-4200
PIN: 0638451225
REID: 0239448
ZONING: RURAL RESIDENTIAL
USE: VACANT
DB. 015289, PG. 02437
EXISTING AVENT FERRY RD. (SR 1115)
(APPX. AVG. EXISTING 60' PUBLIC R/W & 24' EDGE-EDGE)
[APPX. 14-43' ADD. PROPOSED R/W & 60' B-B]
EXISTING REX RD. (SR 1127)
(APPX. AVG. EXISTING 60' PUBLIC R/W & 24' EDGE-EDGE)
(PROPOSED 1 OF 112' R/W & 76' B-B)
PRIVATE ALLEY "E"
PRIVATE ALLEY "G"
PRIVATE ALLEY "H"
PRIVATE ALLEY "I"
PRIVATE ALLEY "J"
PRIVATE STREET "C"
PRIVATE STREET "D"
PRIVATE STREET "F"
PRIVATE STREET "G"
PRIVATE STREET "H"
STREET "A"
STREET "B"
STREET "C"
STREET "D"
STREET "E"
STREET "F"
STREET "G"
STREET "H"
PUBLIC PARK (UNDER SEPARATE COVER)
PEDESTRIAN TRAILS SUBJECT TO CHANGE (MAY BE PAVED OR UNPAVED)
WILDFLOWER AREA (±0.2 ACRES)
COMMERCIAL OUTPARCEL (UNDER SEPARATE COVER)
STORMWATER CONTROL MEASURE "A"
STORMWATER CONTROL MEASURE "B"
POND MAINTENANCE AND ACCESS EASEMENT (TYP.)
AMENITY CENTER BUILDING
MAIL KIOSK
PUMP STATION (APPROXIMATE LOCATION) PLEASE SEE LKS PUMP STATION PLANS UNDER SEPARATE COVER
WETLAND (TYP.)
10' TYPE 'B' PERIMETER BUFFER
10' TYPE 'C' PERIMETER BUFFER
20' TYPE 'B' PERIMETER BUFFER
25' BUILDING SETBACK
DRAINED POND
RETAINING WALL (DESIGN BY OTHERS)
SEE OFFSITE IMPROVEMENTS BY KIMLEY-HORN AND ASSOCIATES, INC.
EXISTING STRUCTURE (TYP.)
BLOW-OFF ASSEMBLY
WATER EXTENSION (TYP.)
TEE (3) GV&B (TYP.)
CROSS (4) GV&B (TYP.)
SS FM (TYP.)
SSMH (TYP.)
FHA (TYP.)
DIP W/L (TYP.)
PAE
PDE
SDTE
SSE
UE
WE
S87°57'51"E 139.32'
S80°34'30"E 207.33'
N87°17'24"W 232.60'
N87°17'24"W 232.60'
N87°17'24"W 232.60

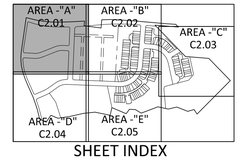


UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- SEWER FORCE MAIN
- GAS LINE
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE

NOTES:

1. ACCESS MUST BE MAINTAINED TO PUMP STATION THROUGHOUT CONSTRUCTION.
2. OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. UTILITIES ALONG NCDOT ROADWAYS WILL BE SUBJECT TO APPROVAL BY NCDOT AND THE TOWN AT TIME OF CONSTRUCTION DRAWINGS.
3. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.
4. IF FORCE MAIN IS PROPOSED WITH LESS THAN 10' OF HORIZONTAL SEPARATION FROM THE WATER MAIN, THE FORCE MAIN MUST HAVE 18" OF SEPARATION FROM WATER MAIN PER HOLLY SPRINGS DETAIL HS366.



SHEET INDEX

EASEMENT LEGEND

- PRIVATE STORM DRAINAGE EASEMENT
- PUBLIC STORM DRAINAGE EASEMENT
- SIGHT DISTANCE TRIANGLE EASEMENT
- RETAINING WALL MAINTENANCE EASEMENT
- PUBLIC SANITARY SEWER EASEMENT
- PUBLIC WATERLINE EASEMENT
- PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

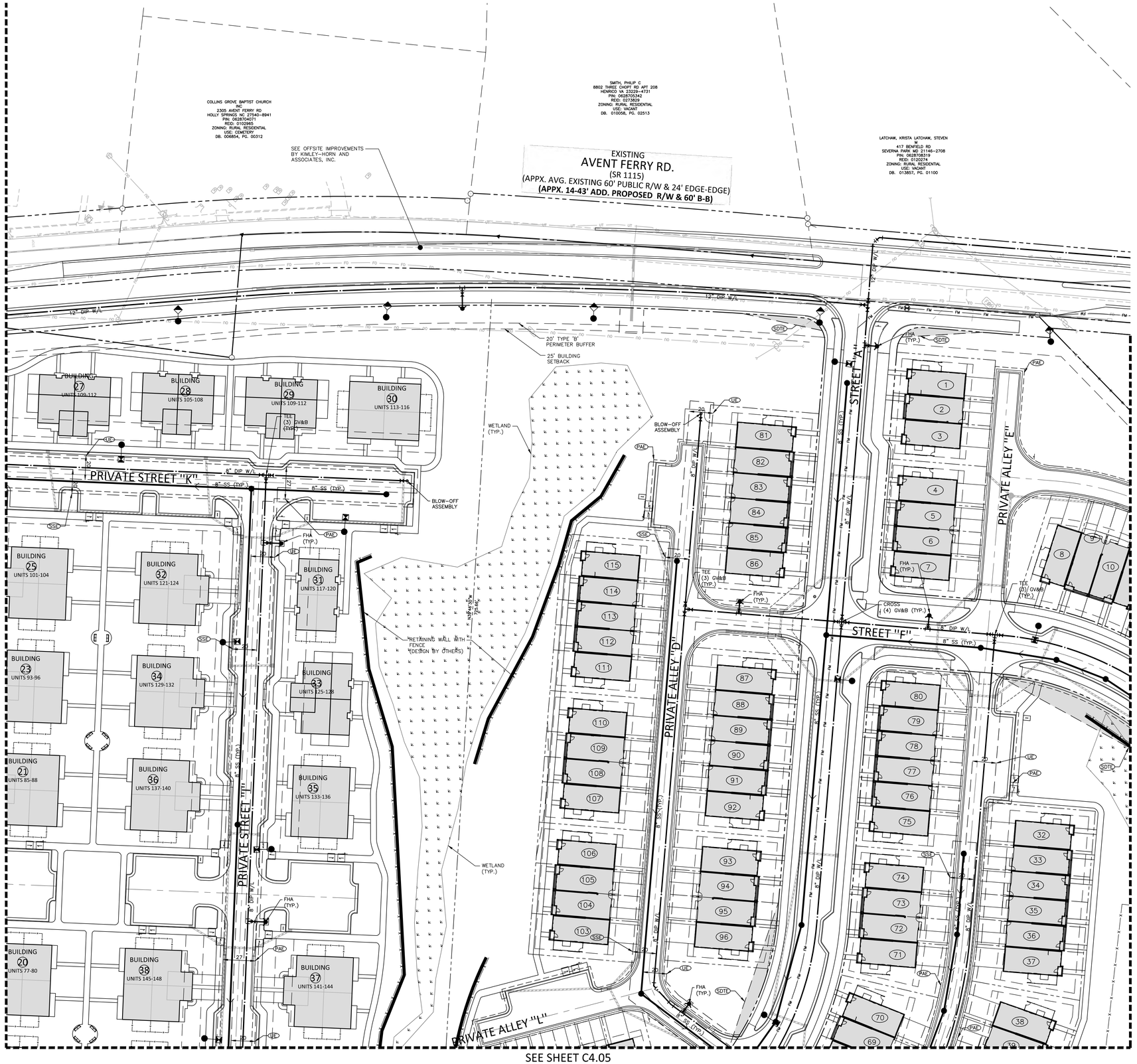
PROJECT NO.	GHK-22001
FILENAME	GHK22001-U1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

UTILITY PLAN - AREA - "A"

C4.01

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U1.dwg, 7/7/2025 3:20:50 PM, Savana Bennett

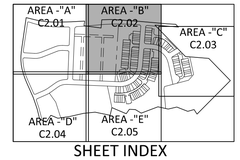


UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- SEWER FORCE MAIN
- GAS LINE
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE

NOTES:

1. ACCESS MUST BE MAINTAINED TO PUMP STATION THROUGHOUT CONSTRUCTION.
2. OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. UTILITIES ALONG NCDOT ROADWAYS WILL BE SUBJECT TO APPROVAL BY NCDOT AND THE TOWN AT TIME OF CONSTRUCTION DRAWINGS.
3. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.
4. IF FORCE MAIN IS PROPOSED WITH LESS THAN 10' OF HORIZONTAL SEPARATION FROM THE WATER MAIN, THE FORCE MAIN MUST HAVE 18" OF SEPARATION FROM WATER MAIN PER HOLLY SPRINGS DETAIL HS366.



SHEET INDEX

EASEMENT LEGEND

- (DE) PRIVATE STORM DRAINAGE EASEMENT
- (PDE) PUBLIC STORM DRAINAGE EASEMENT
- (SDTE) SIGHT DISTANCE TRIANGLE EASEMENT
- (WE) RETAINING WALL MAINTENANCE EASEMENT
- (SSE) PUBLIC SANITARY SEWER EASEMENT
- (UE) PUBLIC WATERLINE EASEMENT
- (PAE) PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

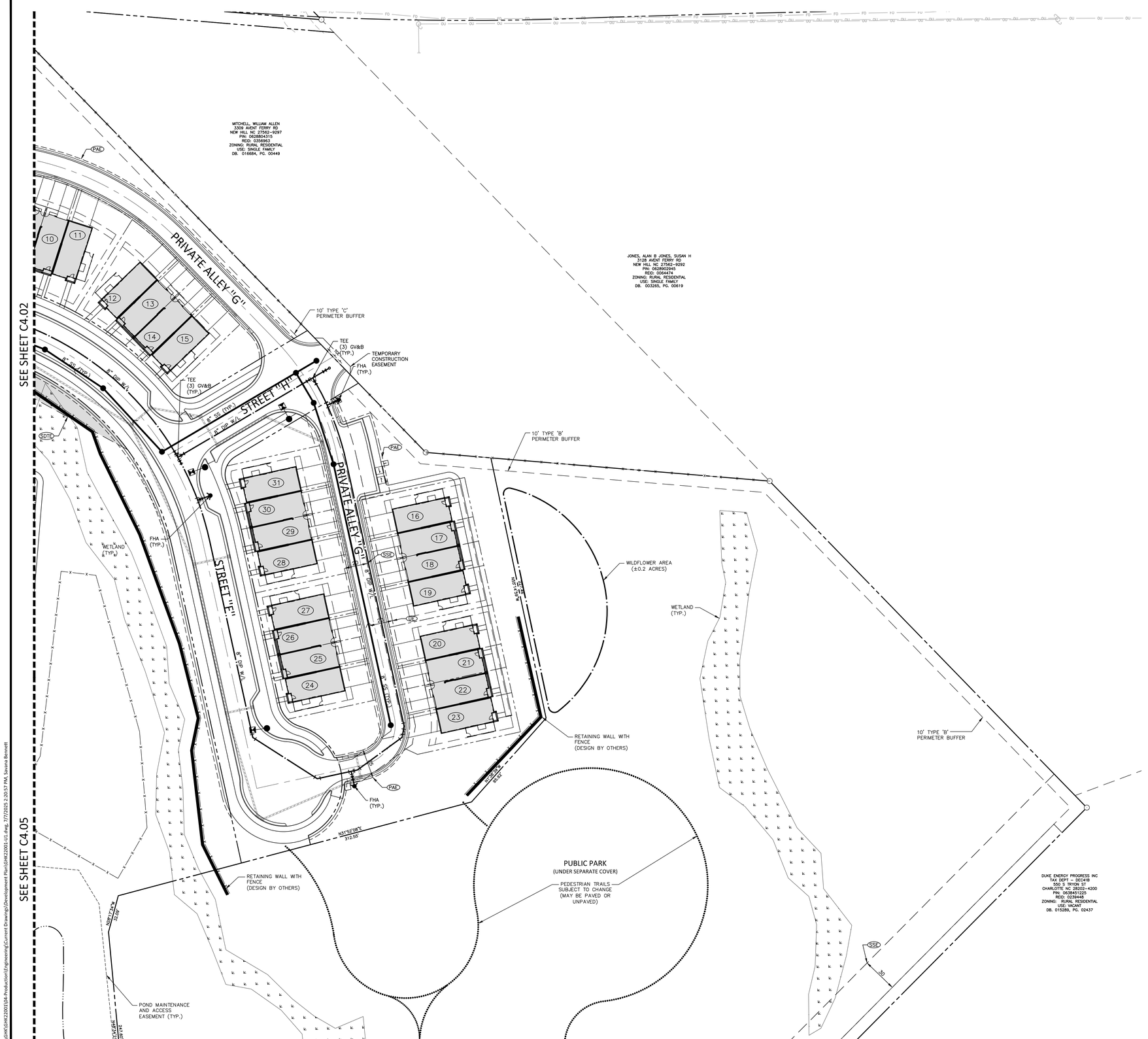
PROJECT NO.	GHK-22001
FILENAME	GHK22001-U1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

UTILITY PLAN - AREA - "B"

C4.02

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U1.dwg, 7/7/2025 2:20:53 PM, Savana Bennett



UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE (PIV)
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- FM — FM — SEWER FORCE MAIN
- G — G — G — G — GAS LINE
- OU — OU — OVERHEAD UTILITY
- UE — UE — UNDERGROUND ELECTRIC
- T — T — T — T — TELEPHONE
- EASEMENT LINE

NOTES:

1. ACCESS MUST BE MAINTAINED TO PUMP STATION THROUGHOUT CONSTRUCTION.
2. OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. UTILITIES ALONG NCDOT ROADWAYS WILL BE SUBJECT TO APPROVAL BY NCDOT AND THE TOWN AT TIME OF CONSTRUCTION DRAWINGS.
3. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.
4. IF FORCE MAIN IS PROPOSED WITH LESS THAN 10' OF HORIZONTAL SEPARATION FROM THE WATER MAIN, THE FORCE MAIN MUST HAVE 18" OF SEPARATION FROM WATER MAIN PER HOLLY SPRINGS DETAIL HS366.

SHEET INDEX

EASEMENT LEGEND

- PDE — PRIVATE STORM DRAINAGE EASEMENT
- PDE — PUBLIC STORM DRAINAGE EASEMENT
- SDTE — SIGHT DISTANCE TRIANGLE EASEMENT
- WE — RETAINING WALL MAINTENANCE EASEMENT
- SSE — PUBLIC SANITARY SEWER EASEMENT
- UE — PUBLIC WATERLINE EASEMENT
- PAE — PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOAN C. MARTIN
NOT VALID WITHOUT ORIGINAL SIGNATURE

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-U1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

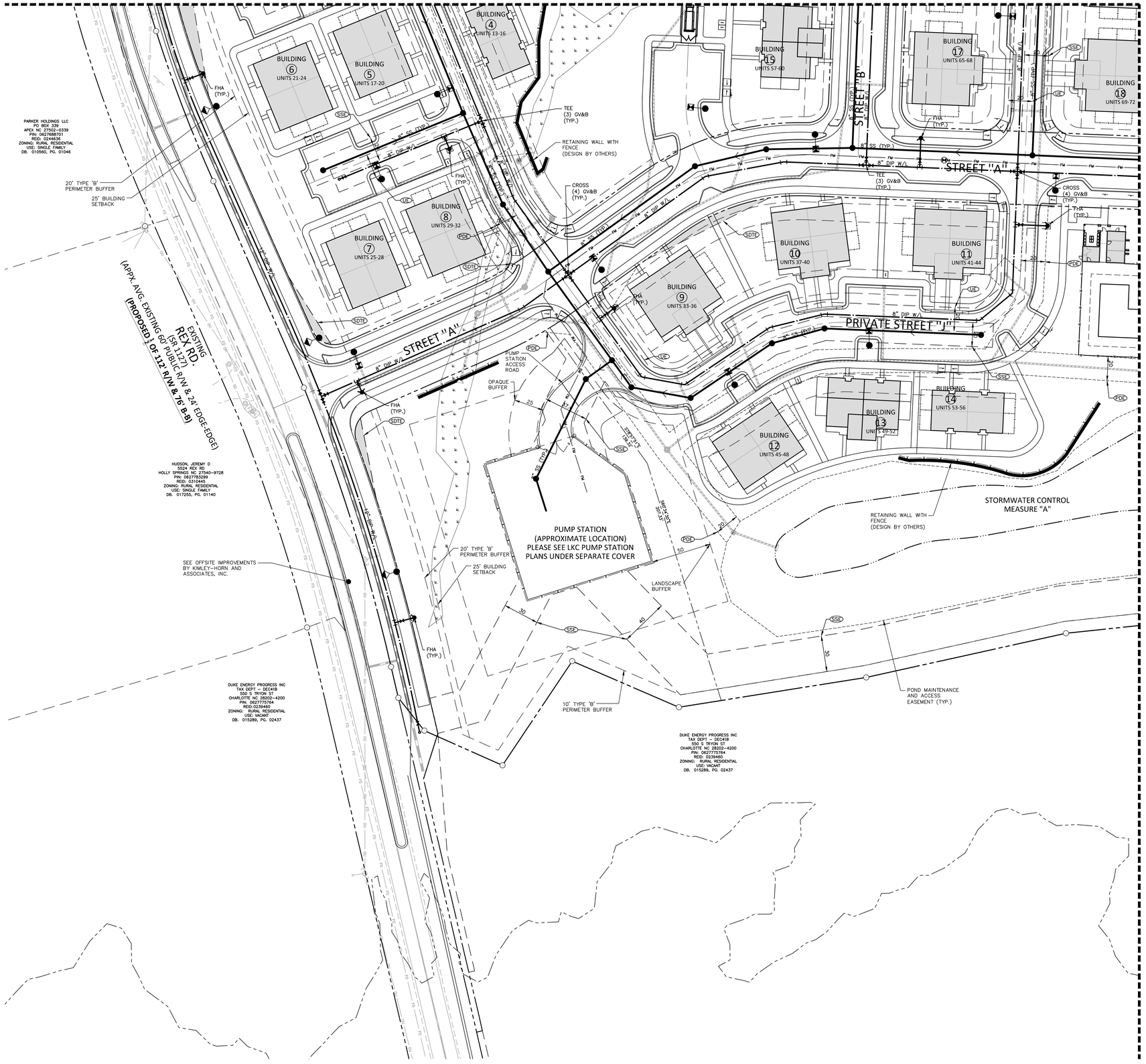
SHEET

UTILITY PLAN - AREA - "C"

C4.03

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U1.dwg, 7/7/2025 2:20:57 PM, Savana Bennett

SEE SHEET C4.01

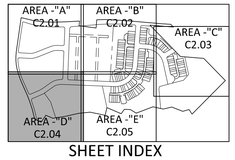


UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- FM — FM — SEWER FORCE MAIN
- G — G — G — G — GAS LINE
- OU — OU — OVERHEAD UTILITY
- UE — UE — UNDERGROUND ELECTRIC
- T — T — T — T — TELEPHONE
- EASEMENT LINE

NOTES:

1. ACCESS MUST BE MAINTAINED TO PUMP STATION THROUGHOUT CONSTRUCTION.
2. OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. UTILITIES ALONG NCDOT ROADWAYS WILL BE SUBJECT TO APPROVAL BY NCDOT AND THE TOWN AT TIME OF CONSTRUCTION DRAWINGS.
3. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.
4. IF FORCE MAIN IS PROPOSED WITH LESS THAN 10' OF HORIZONTAL SEPARATION FROM THE WATER MAIN, THE FORCE MAIN MUST HAVE 18" OF SEPARATION FROM WATER MAIN PER HOLLY SPRINGS DETAIL HS366.



SHEET INDEX

EASEMENT LEGEND

- (DE) PRIVATE STORM DRAINAGE EASEMENT
- (PDE) PUBLIC STORM DRAINAGE EASEMENT
- (SDTE) SIGHT DISTANCE TRIANGLE EASEMENT
- (WE) RETAINING WALL MAINTENANCE EASEMENT
- (SSE) PUBLIC SANITARY SEWER EASEMENT
- (UE) PUBLIC WATERLINE EASEMENT
- (PAE) PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GH GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

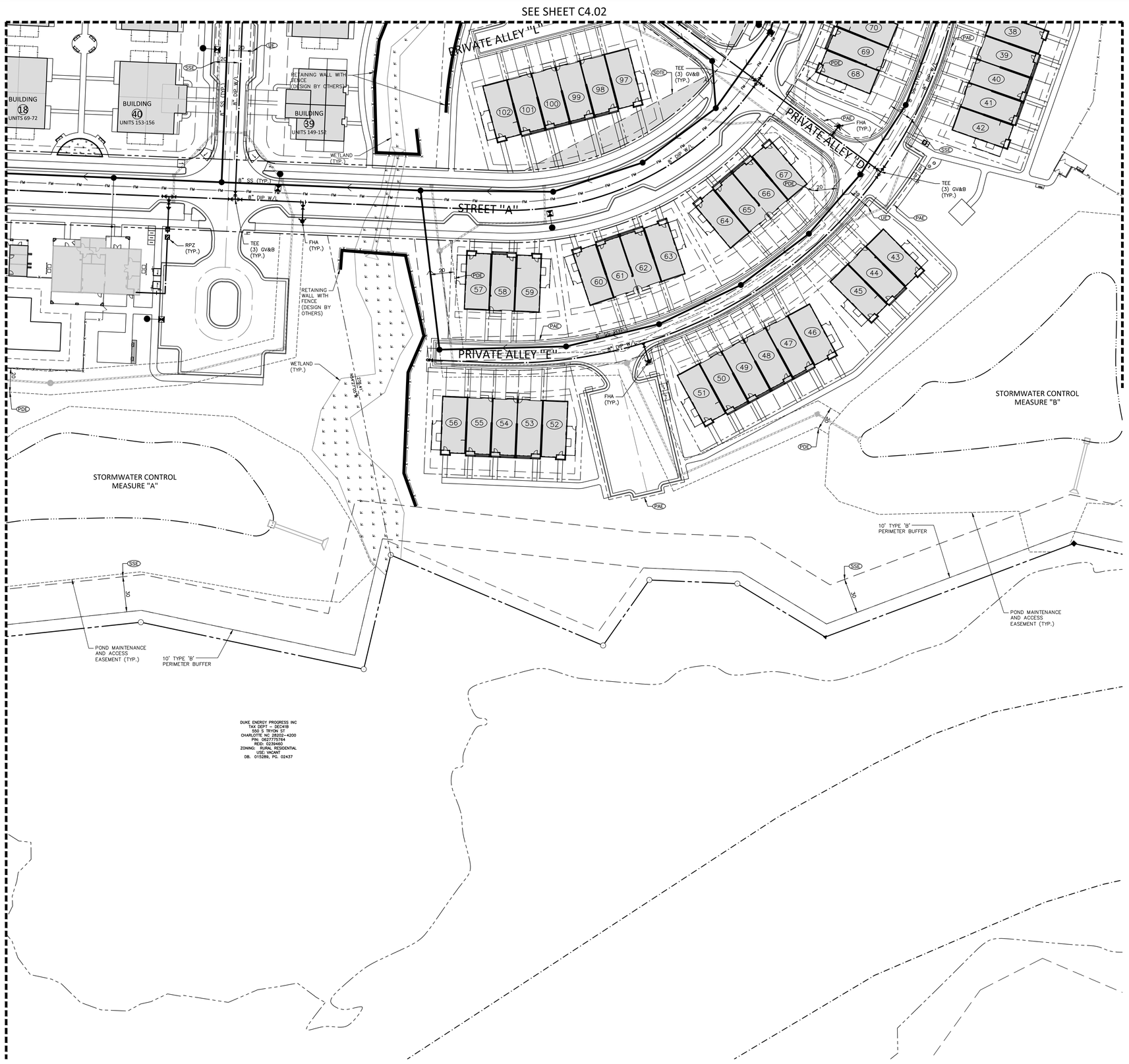
PROJECT NO.	GHK-22001
FILENAME	GHK22001-U1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

UTILITY PLAN - AREA - "D"

C4.04

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U1.dwg, 7/7/2025 1:21:00 PM, Savana Bennett

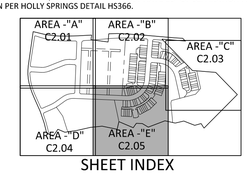


UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW–OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN–OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- SEWER FORCE MAIN
- GAS LINE
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE

NOTES:

1. ACCESS MUST BE MAINTAINED TO PUMP STATION THROUGHOUT CONSTRUCTION.
2. OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. UTILITIES ALONG NCDOT ROADWAYS WILL BE SUBJECT TO APPROVAL BY NCDOT AND THE TOWN AT TIME OF CONSTRUCTION DRAWINGS.
3. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.
4. IF FORCE MAIN IS PROPOSED WITH LESS THAN 10' OF HORIZONTAL SEPARATION FROM THE WATER MAIN, THE FORCE MAIN MUST HAVE 18" OF SEPARATION FROM WATER MAIN PER HOLLY SPRINGS DETAIL HS366.



SHEET INDEX

EASEMENT LEGEND

- PDE – PRIVATE STORM DRAINAGE EASEMENT
- PDE – PUBLIC STORM DRAINAGE EASEMENT
- SDTE – SIGHT DISTANCE TRIANGLE EASEMENT
- WE – RETAINING WALL MAINTENANCE EASEMENT
- SSE – PUBLIC SANITARY SEWER EASEMENT
- UE – PUBLIC WATERLINE EASEMENT
- PAE – PRIVATE ACCESS EASEMENT

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

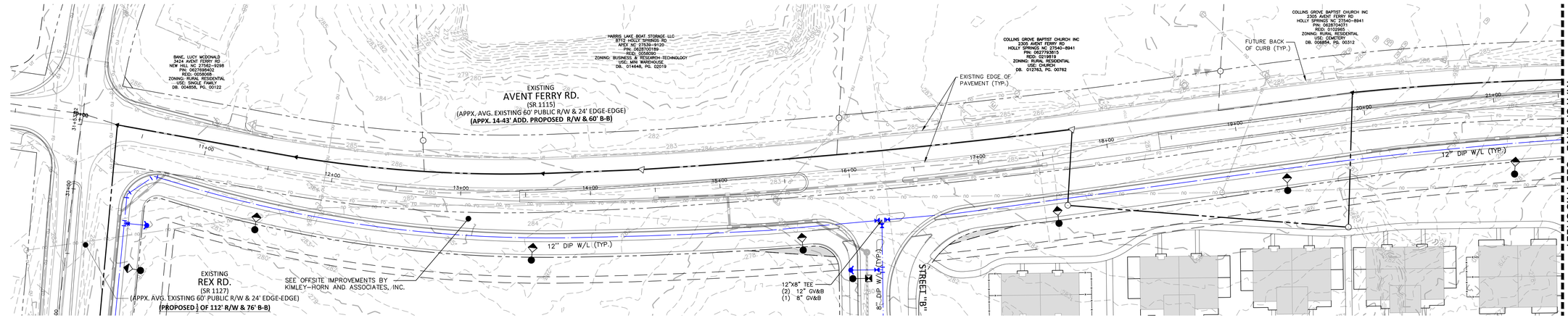
PROJECT NO.	GHK-22001
FILENAME	GHK22001-U1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1" = 40'
DATE	07. 07. 2025

SHEET

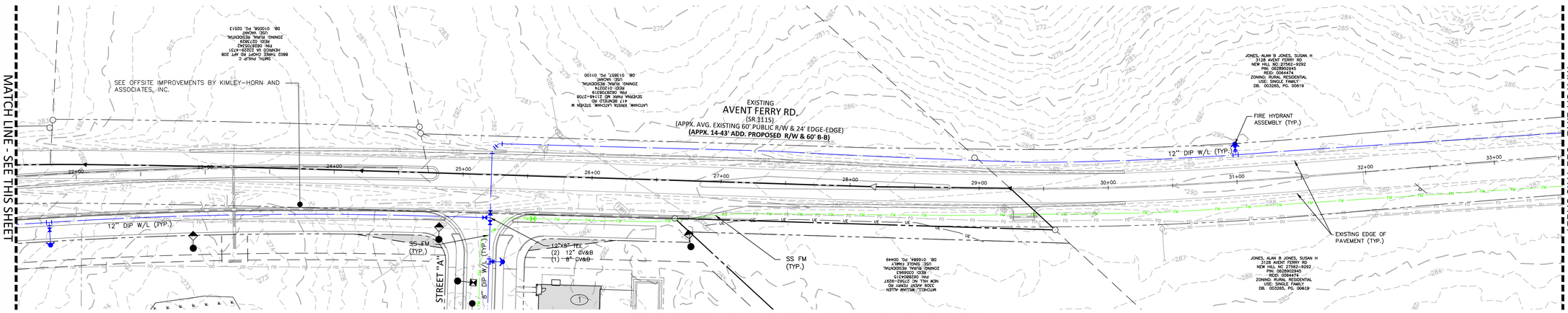
UTILITY PLAN - AREA - "E"

C4.05

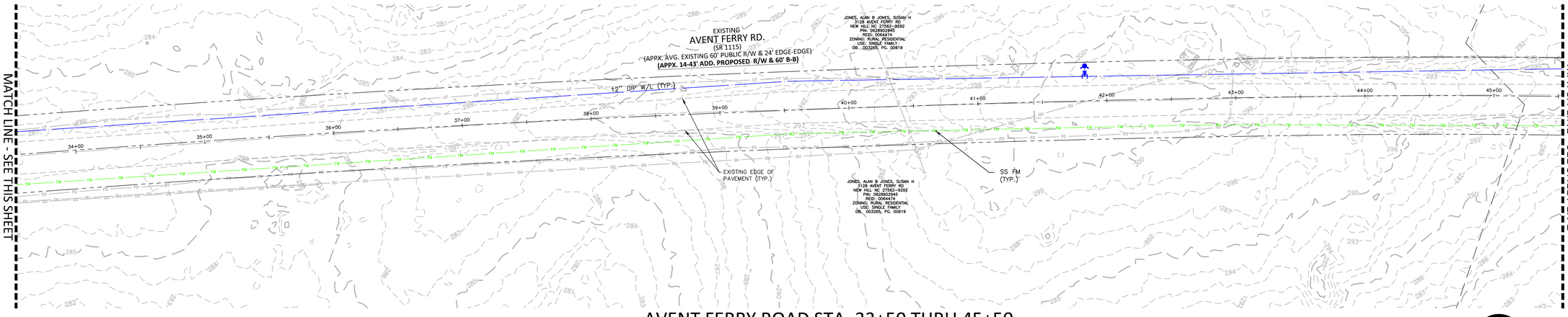
X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U1.dwg, 7/7/2025 2:21:03 PM, Savana Bennett



AVENT FERRY ROAD STA. 10+00 THRU 21+50



AVENT FERRY ROAD STA. 21+50 THRU 33+50



AVENT FERRY ROAD STA. 33+50 THRU 45+50

NOTE:

OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. UTILITIES ALONG NCDOT ROADWAYS WILL BE SUBJECT TO APPROVAL BY NCDOT AND THE TOWN AT TIME OF CONSTRUCTION DRAWINGS.

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\GSW\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U2.dwg, 7/7/2025 2:21:22 PM, Saxana Bennett

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

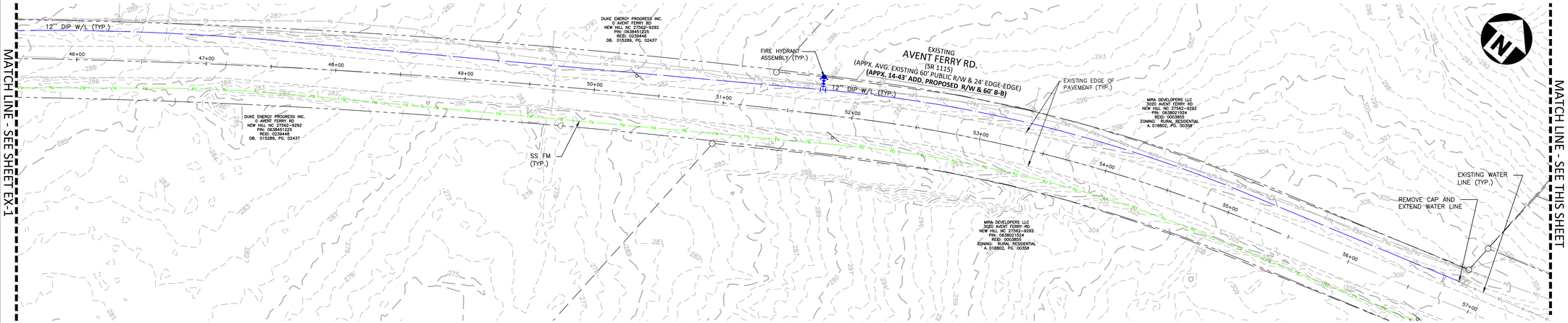
PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-U2
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1' = 40'
DATE	07. 07. 2025

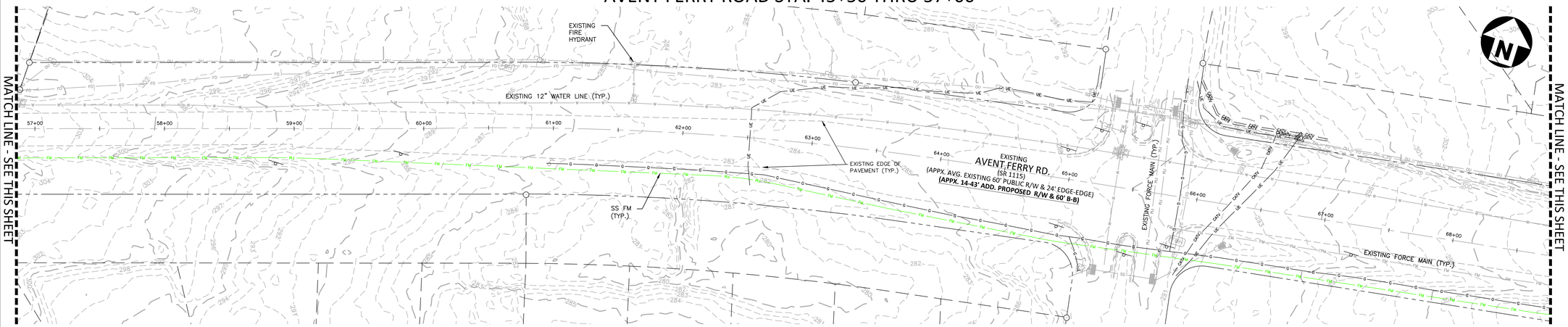
SHEET

UTILITY PLAN - AREA - "F"

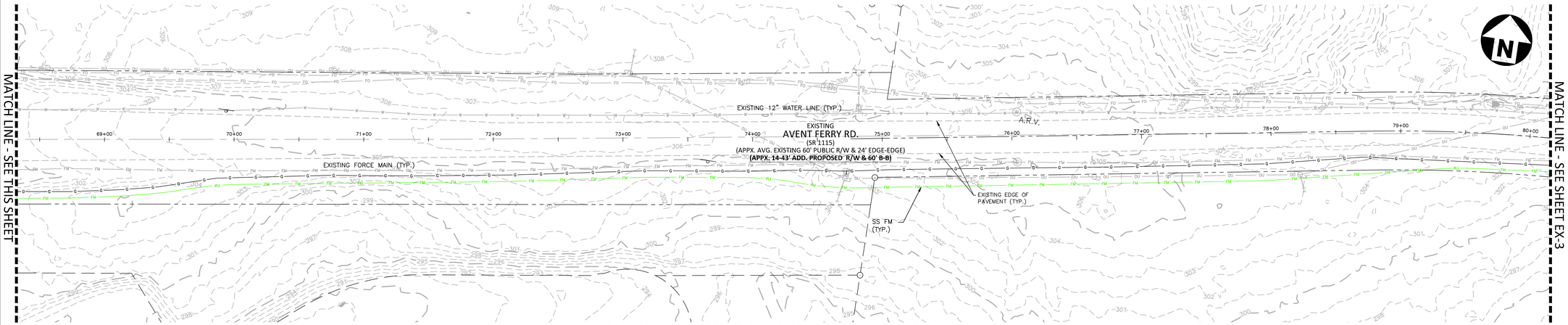
C4.06



AVENT FERRY ROAD STA. 45+50 THRU 57+00



AVENT FERRY ROAD STA. 57+00 THRU 68+50



AVENT FERRY ROAD STA. 68+50 THRU 80+00

NOTE:

OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. FORCEMAIN AND WATERLINE WILL BE LOCATED OUTSIDE OF EXISTING AND FUTURE PAVEMENT AREAS.

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U2.dwg, 7/7/2025 2:21:31 PM, Savana Bennett

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

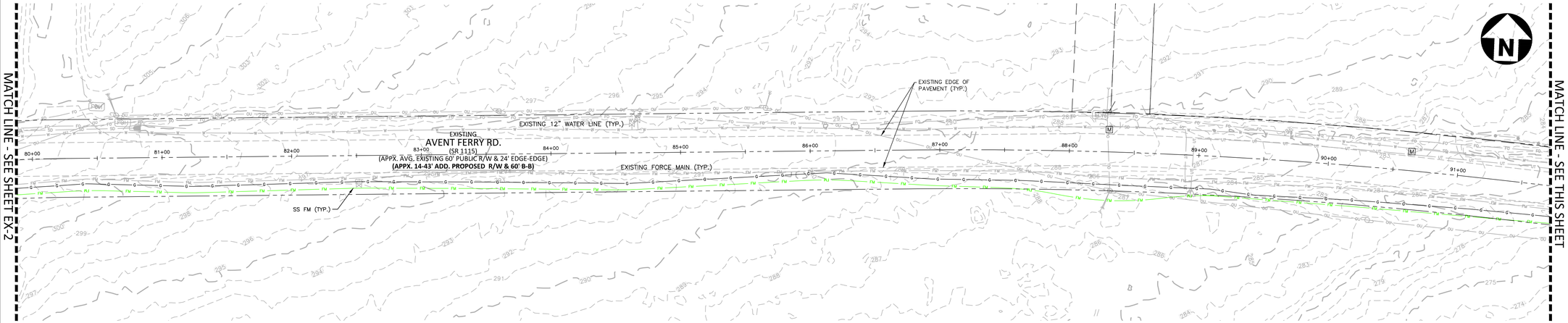
PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-U2
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1' = 40'
DATE	07. 07. 2025

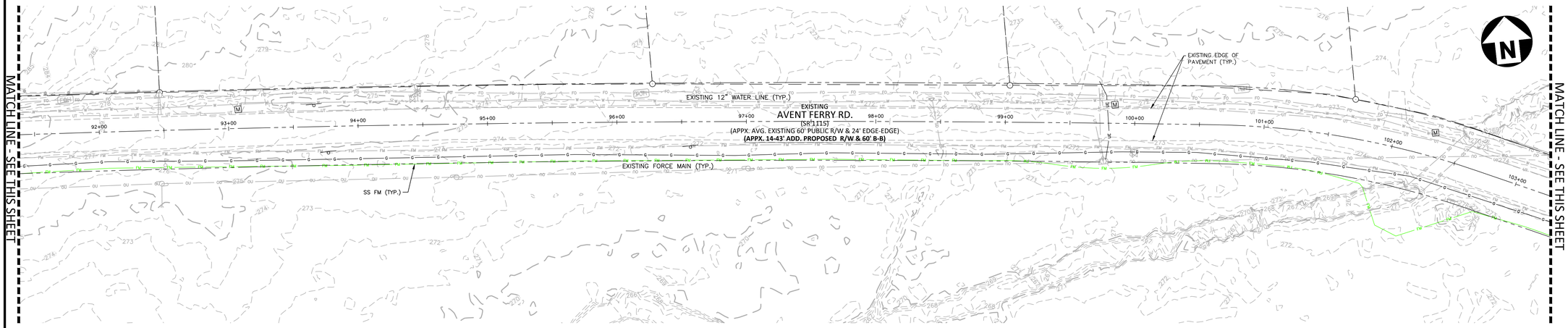
SHEET

UTILITY PLAN - AREA - ''G''

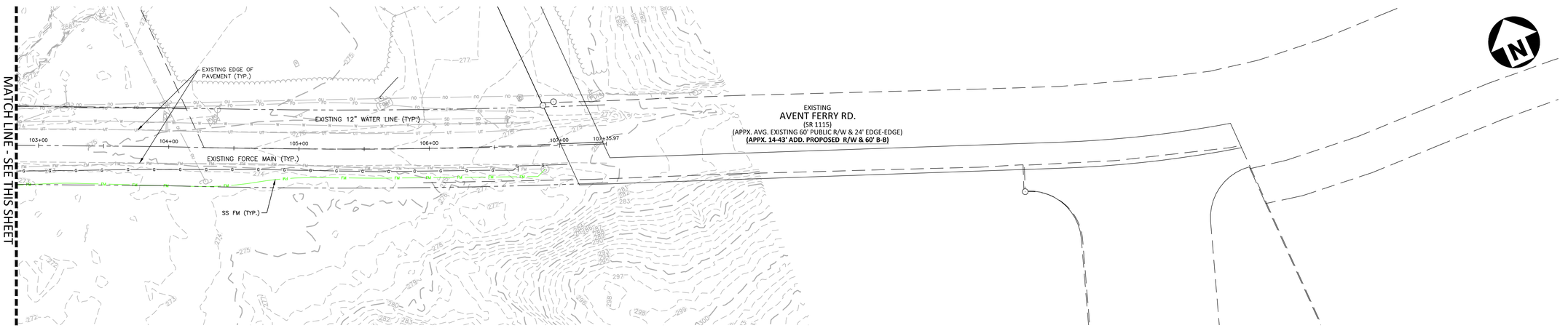
C4.07



AVENT FERRY ROAD STA. 80+00 THRU 91+50



AVENT FERRY ROAD STA. 91+50 THRU 103+00



AVENT FERRY ROAD STA. 103+00 THRU 107+00

NOTE:

OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. FORCEMAIN AND WATERLINE WILL BE LOCATED OUTSIDE OF EXISTING AND FUTURE PAVEMENT AREAS.

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

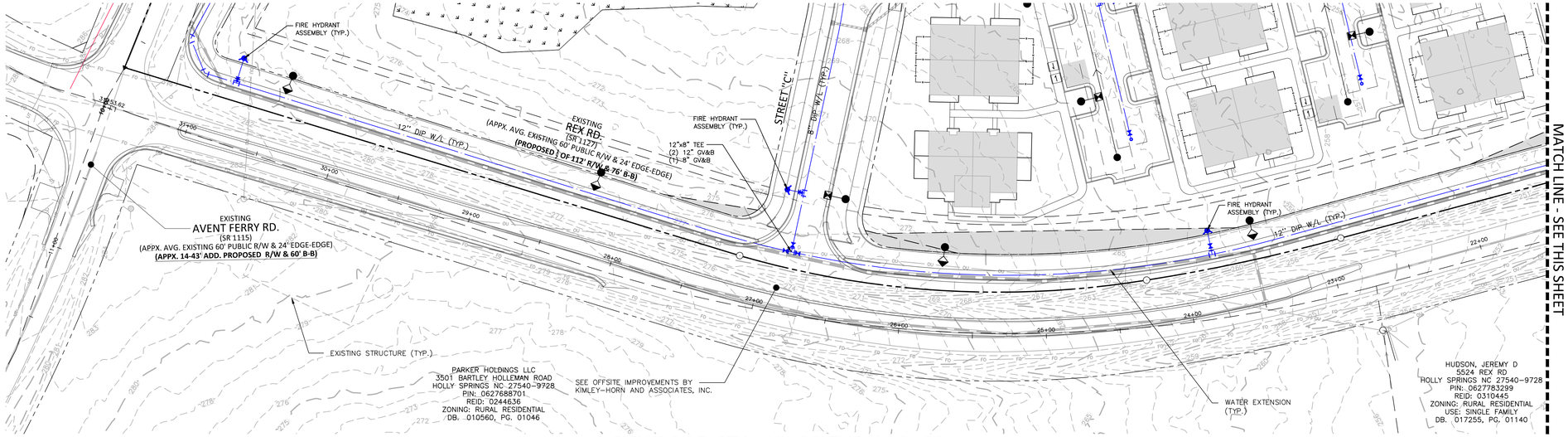
PROJECT NO.	GHK-22001
FILENAME	GHK22001-U2
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1' = 40'
DATE	07. 07. 2025

SHEET

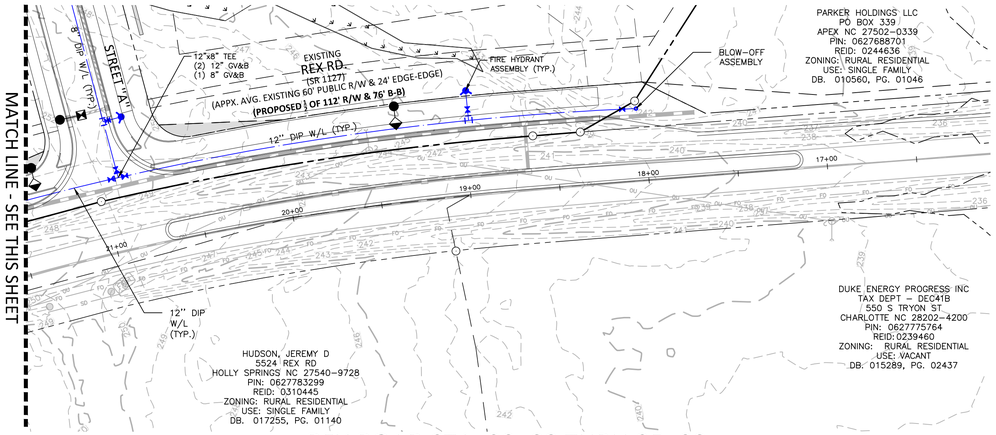
UTILITY PLAN - AREA - "H"

C4.08

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U2.dwg, 7/7/2025 3:21:40 PM, Savana Bennett



REX ROAD STA. 10+00 THRU 20+00



REX ROAD STA. 20+00 THRU 25+00

NOTE:

OFFSITE FORCEMAIN AND WATERLINE ALIGNMENTS ARE PRELIMINARY. FULL PLAN AND PROFILE SHEETS WILL BE PROVIDED AT CONSTRUCTION DRAWING LEVEL SUBMITTAL. FORCEMAIN AND WATERLINE WILL BE LOCATED OUTSIDE OF EXISTING AND FUTURE PAVEMENT AREAS.

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOHN C. MARTIN
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

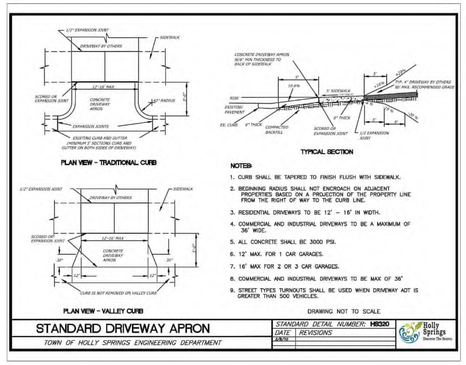
PROJECT NO.	GHK-22001
FILENAME	GHK22001-U2
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	1' = 40'
DATE	07. 07. 2025

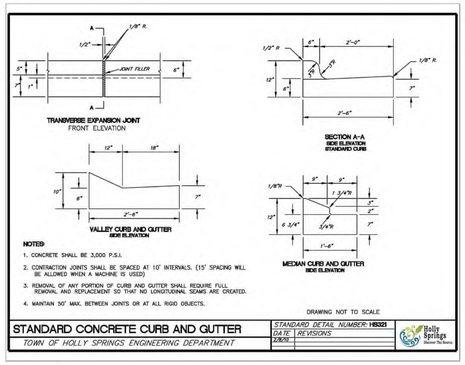
SHEET

UTILITY PLAN - AREA - "I"

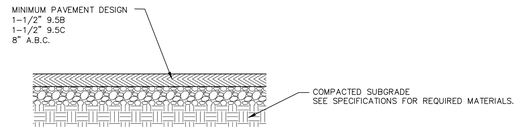
C4.09

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-U2.dwg, 7/7/2025 2:21:46 PM, Savana Bennett



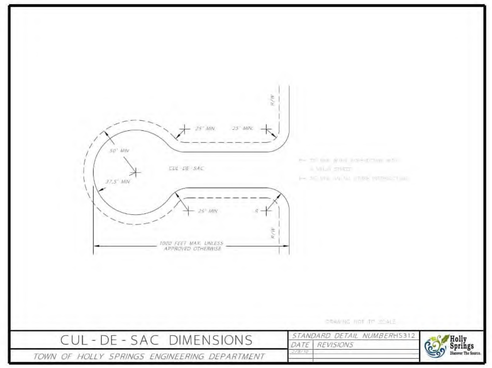


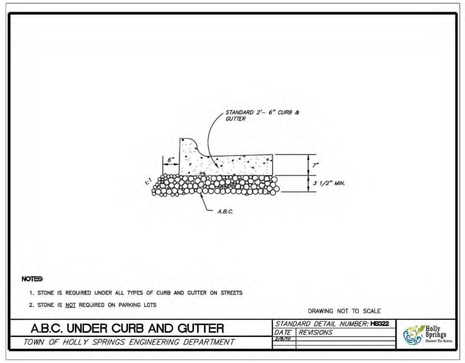
NOTE:
THE PAVEMENT SECTIONS SHOWN ARE PRELIMINARY. THE CONTRACTOR SHALL VERIFY PAVEMENT DESIGN WITH THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

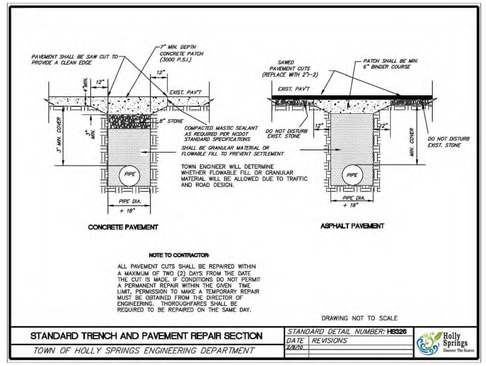


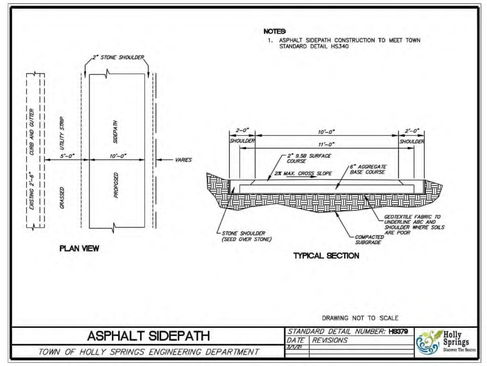
SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

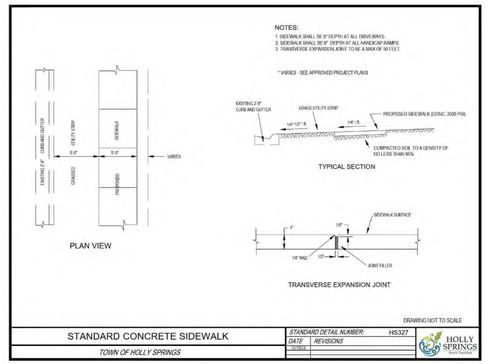
ON–SITE ASPHALT PARKING
PAVEMENT DETAIL
N.T.S.

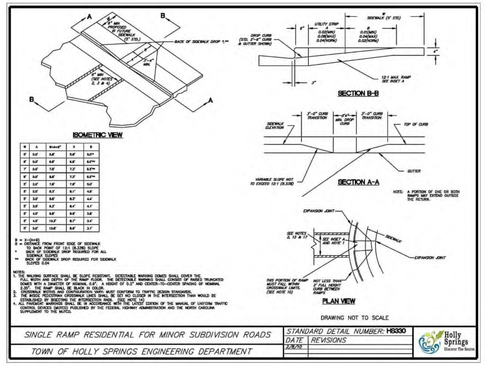


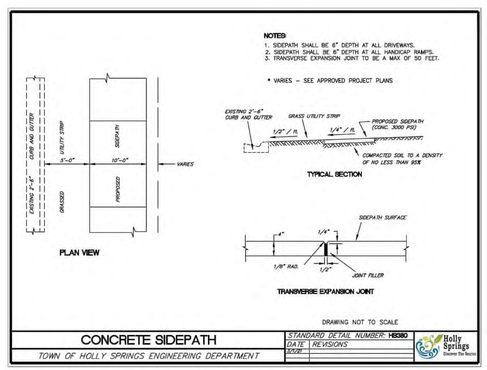


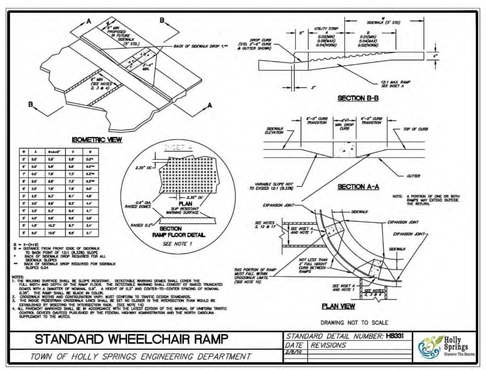


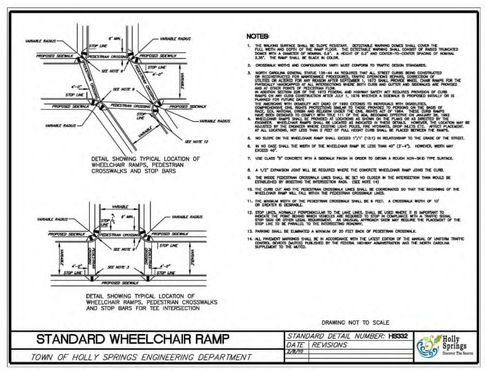












NOTE:
SIDEPATH SURFACE MATERIAL TO BE DETERMINED AT TIME OF DEVELOPMENT PLAN. DETAILS SHOWN PER TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 ENGINEER JOHN C. MARTIN

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

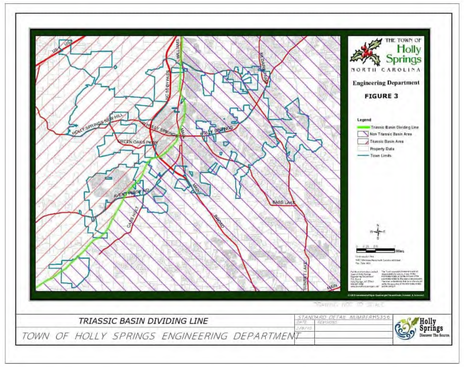
PROJECT NO.	GHK-22001
FILENAME	GHK22001-D1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	NTS
DATE	07. 07. 2025

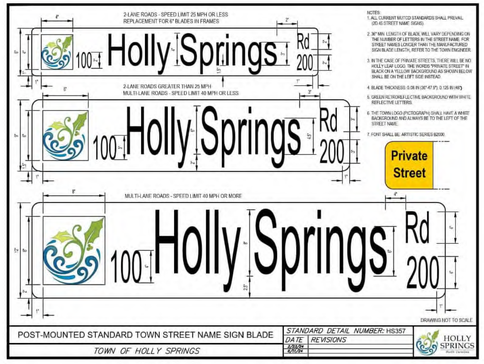
SHEET

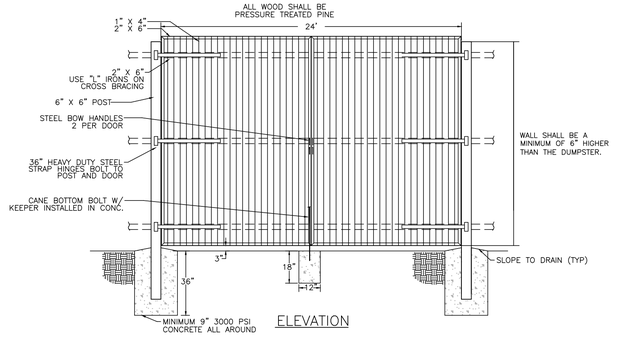
SITE DETAILS

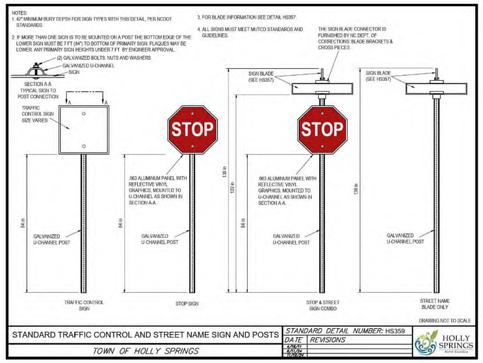
C8.00

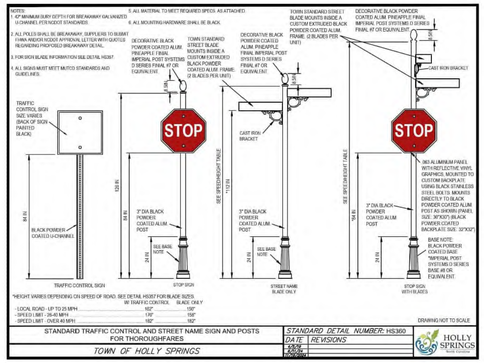
X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawing\Development Plan\GHK22001-D1.dwg, 7/7/2025 1:51:58 PM, Savana Bonnett

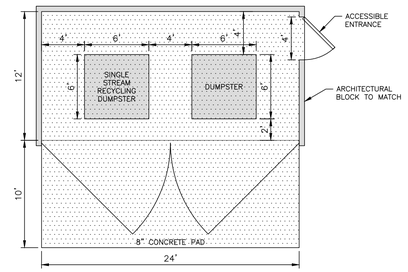


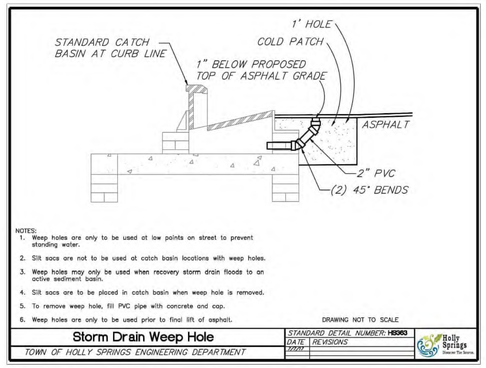


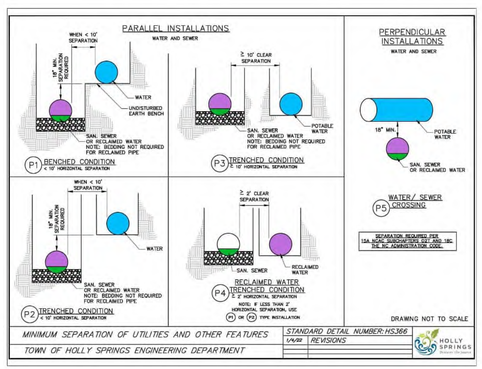












SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 ENGINEER JOHN C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

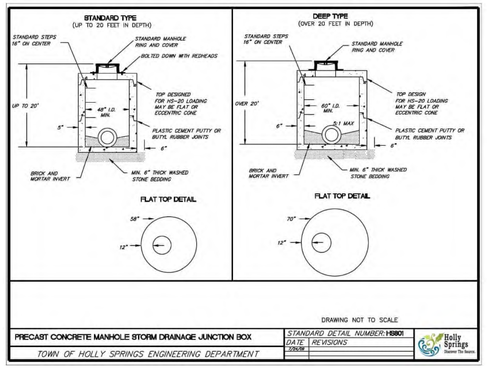
PROJECT NO.	GHK-22001
FILENAME	GHK22001-D1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	NTS
DATE	07. 07. 2025

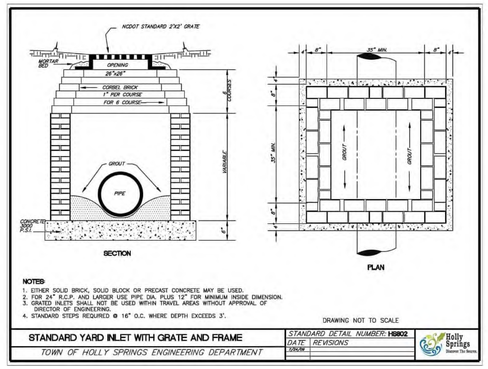
SHEET

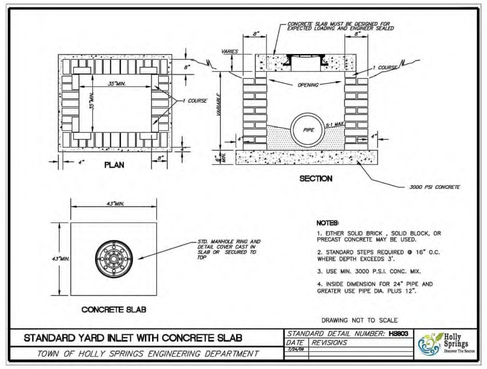
SITE DETAILS

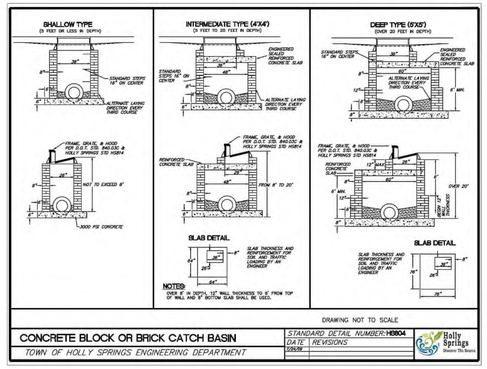
C8.01

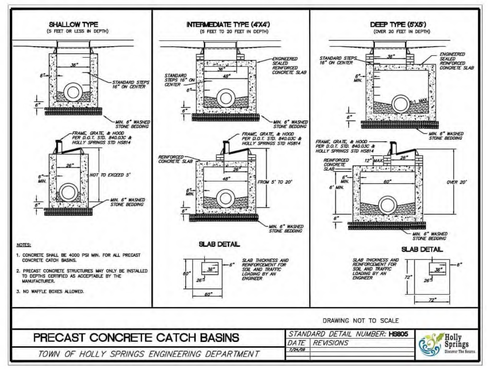
X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-D1.dwg, 7/7/2025 1:51:59 PM, Savana Bonnett

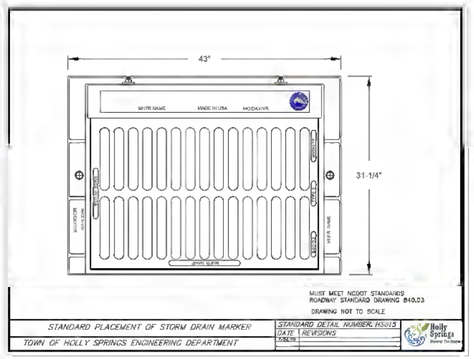


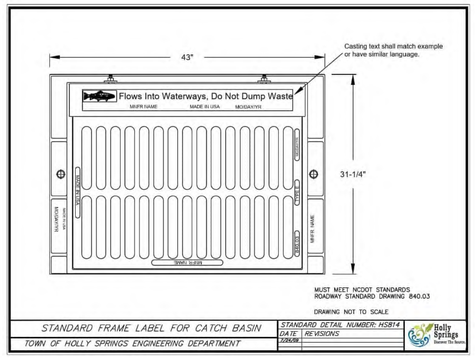


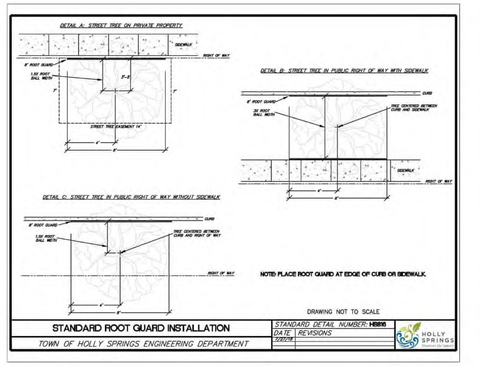


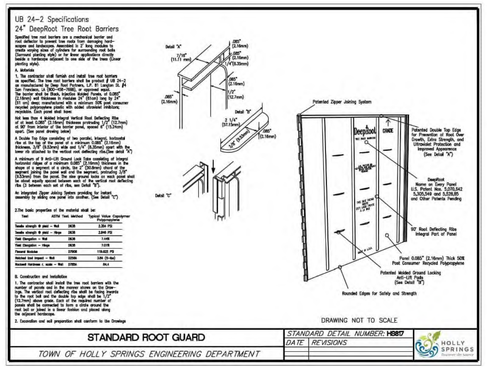












SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 JOSHUA C. MARTIN NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

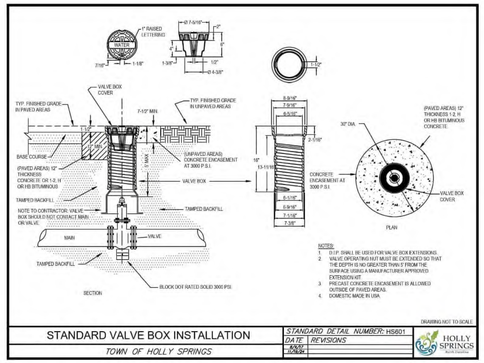
PROJECT NO.	GHK-22001
FILENAME	GHK22001-D1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	NTS
DATE	07. 07. 2025

SHEET

STORM DETAILS

C8.02

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-D1.dwg, 7/7/2025 1:52:00 PM, Savana Bonnett



STANDARD VALVE BOX INSTALLATION

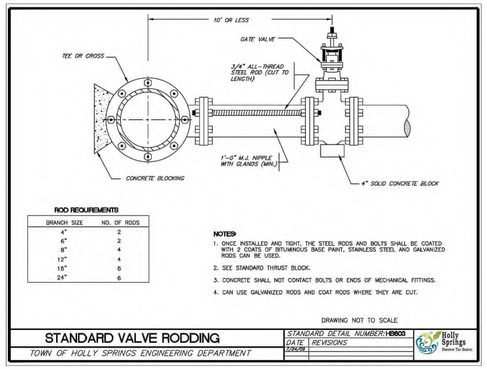
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS601

DATE | REVISIONS

2/26/09 | INITIAL

DRAWING NOT TO SCALE



ROD REQUIREMENTS

BRANCH SIZE	NO. OF RODS
4"	2
6"	2
8"	4
12"	4
16"	6
24"	6

NOTES:
1. ONCE INSTALLED AND TIGHT, THE STEEL RODS AND BOLTS SHALL BE COATED WITH 2 COATS OF BITUMINOUS BASE PAINT, STAINLESS STEEL AND GALVANIZED RODS CAN BE USED.
2. SEE STANDARD THRUST BLOCK.
3. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL FITTINGS.
4. CAN USE GALVANIZED RODS AND COAT RODS WHERE THEY ARE CUT.

DRAWING NOT TO SCALE

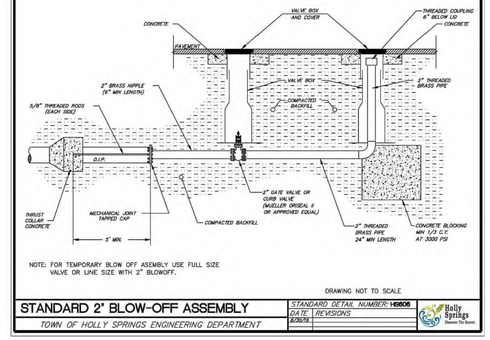
STANDARD VALVE RODDING

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS603

DATE | REVISIONS

2/26/09



NOTE: FOR TEMPORARY BLOW OFF ASEMBLY USE FULL SIZE VALVE OR LINE SIZE WITH 2" BLOWOFF.

DRAWING NOT TO SCALE

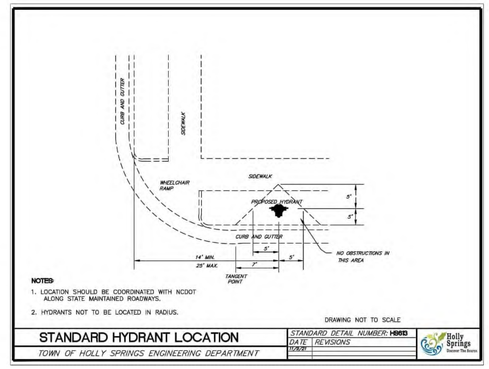
STANDARD 2" BLOW-OFF ASSEMBLY

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS606

DATE | REVISIONS

2/26/09



NOTES:
1. LOCATION SHOULD BE COORDINATED WITH NCDOT ALONG STATE MAINTAINED ROADWAYS.
2. HYDRANTS NOT TO BE LOCATED IN RADIUS.

DRAWING NOT TO SCALE

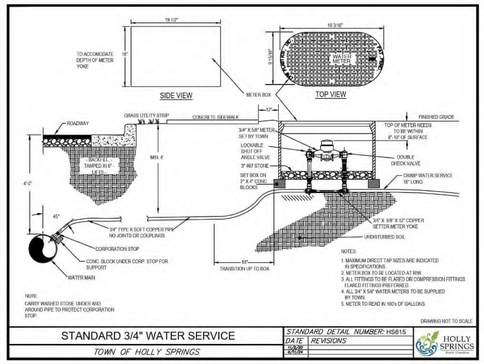
STANDARD HYDRANT LOCATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS610

DATE | REVISIONS

11/06/09



DRAWING NOT TO SCALE

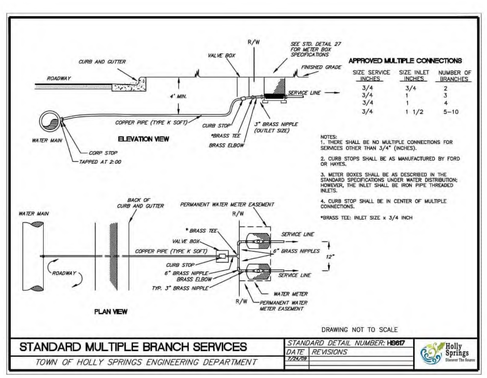
STANDARD 3/4" WATER SERVICE

TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS615

DATE | REVISIONS

2/26/09



DRAWING NOT TO SCALE

STANDARD MULTIPLE BRANCH SERVICES

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

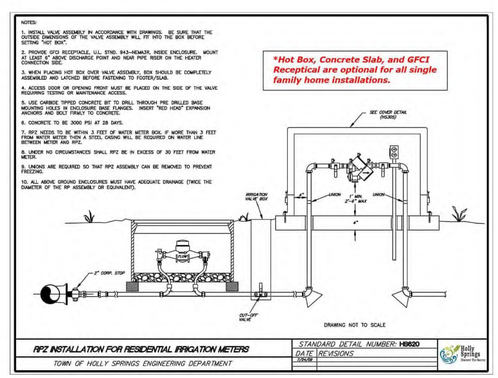
STANDARD DETAIL NUMBER: HS607

DATE | REVISIONS

2/26/09

NOTES:
1. INSTALL VALVE ASSEMBLY IN ACCORDANCE WITH DRAWINGS. BE SURE THAT THE BOTTOM SECTION OF THE VALVE ASSEMBLY WILL FIT INTO THE BOX BEFORE SETTING "HOT BOX".
2. PROVIDE GFCI RECEPTACLE, U.L. STND. 943-NEMA3R, INSIDE ENCLOSURE. MOUNT AT LEAST 6" ABOVE DISCHARGE POINT AND NEAR PIPE RISER ON THE HEATER CONNECTION SIDE.
3. WHEN PLACING HOT BOX OVER VALVE ASSEMBLY, BOX SHOULD BE COMPLETELY ASSEMBLED AND LATCHED BEFORE FASTENING TO FOOTER/SLAB.
4. ACCESS DOOR OR OPENING FROM INSIDE MUST BE PLACED ON THE SIDE OF THE VALVE REQUIRING TESTING OR MAINTENANCE ACCESS.
5. USE CARBIDE TIPPED CONCRETE BIT TO DRILL THROUGH PRE DRILLED BASE. DRILL TWO 1/2" HOLES IN CONCRETE FOOTER. INSERT "RED HEAT" EXPANSION ANCHORS AND BOLT FIRMLY TO CONCRETE.
6. CONCRETE TO BE 3000 PSI AT 28 DAYS.
7. PIPE NEEDS TO BE WITHIN 3 FEET OF WATER METER BOX. IF MORE THAN 3 FEET BETWEEN METER AND PIPE, A STEEL CASING WILL BE REQUIRED ON WATER LINE BETWEEN METER AND PIPE.
8. UNDER NO CIRCUMSTANCES SHALL PIPE BE IN EXCESS OF 30 FEET FROM WATER METER.
9. UNIONS ARE REQUIRED SO THAT PIPE ASSEMBLY CAN BE REMOVED TO PREVENT FREEZING.
10. ALL ABOVE GROUND ENCLOSURES MUST HAVE ADEQUATE DRAINAGE (TWICE THE DIAMETER OF THE RP ASSEMBLY OR EQUIVALENT).

Hot Box, Concrete Slab, and GFCI Receptical are optional for all single family home installations.



DRAWING NOT TO SCALE

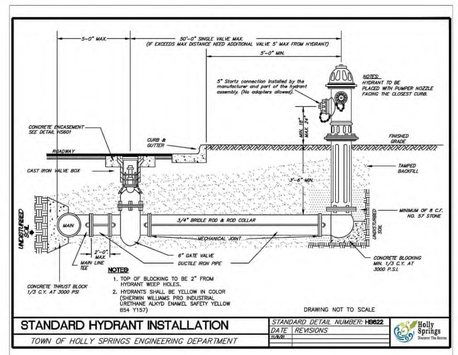
RPZ INSTALLATION FOR RESIDENTIAL IRRIGATION METERS

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS620

DATE | REVISIONS

2/26/09



NOTES
1. TOP OF BLOCKING TO BE 2" FROM HYDRANT WEEP HOLES.
2. HYDRANTS SHALL BE YELLOW IN COLOR (SHERWIN WILLIAMS PRO INDUSTRIAL URETHANE ALKYD ENAMEL SAFETY YELLOW B54 Y157)

DRAWING NOT TO SCALE

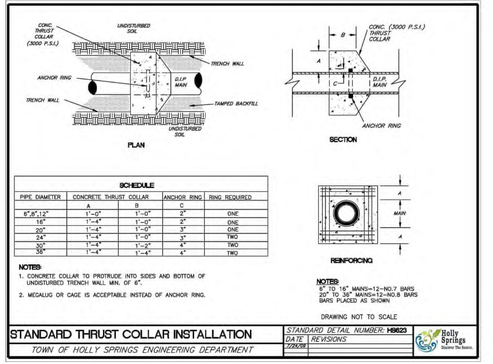
STANDARD HYDRANT INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS622

DATE | REVISIONS

11/06/09



DRAWING NOT TO SCALE

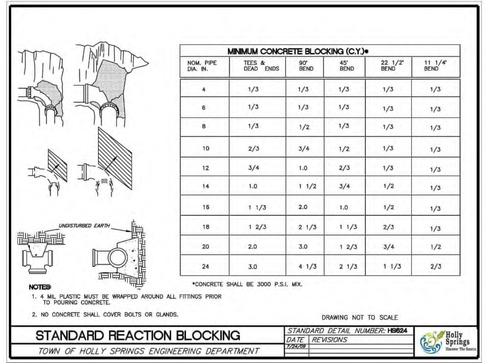
STANDARD THRUST COLLAR INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS623

DATE | REVISIONS

2/26/09



MINIMUM CONCRETE BLOCKING (C.Y.)*

NOM. PIPE DIA. IN.	TEES & DEAD ENDS	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4	1/3	1/3	1/3	1/3	1/3
6	1/3	1/3	1/3	1/3	1/3
8	1/3	1/2	1/3	1/3	1/3
10	2/3	3/4	1/2	1/3	1/3
12	3/4	1.0	2/3	1/3	1/3
14	1.0	1 1/2	3/4	1/2	1/3
16	1 1/3	2.0	1.0	1/2	1/3
18	1 2/3	2 1/3	1 1/3	2/3	1/3
20	2.0	3.0	1 2/3	3/4	1/2
24	3.0	4 1/3	2 1/3	1 1/3	2/3

*CONCRETE SHALL BE 3000 P.S.I. MIX.

DRAWING NOT TO SCALE

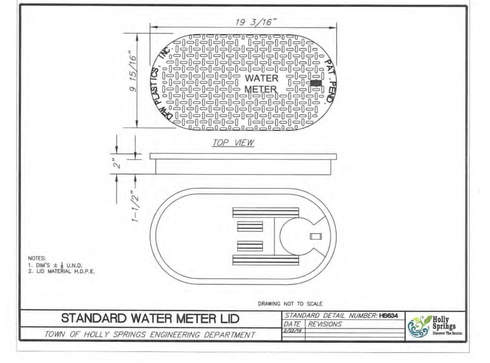
STANDARD REACTION BLOCKING

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS624

DATE | REVISIONS

2/26/09



NOTES:
1. DIM'S ± ½" U.N.O.
2. LID MATERIAL: H.D.P.E.

DRAWING NOT TO SCALE

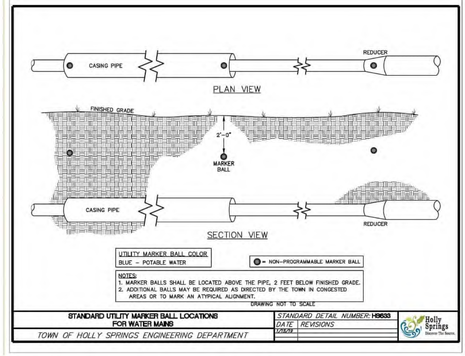
STANDARD WATER METER LID

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS634

DATE | REVISIONS

2/26/09



NOTES:
1. MARKER BALLS SHALL BE LOCATED ABOVE THE PIPE, 2 FEET BELOW FINISHED GRADE.
2. ADDITIONAL BALLS MAY BE REQUIRED AS DIRECTED BY THE TOWN IN CONGESTED AREAS OR TO MARK AN ATYPICAL ALIGNMENT.

DRAWING NOT TO SCALE

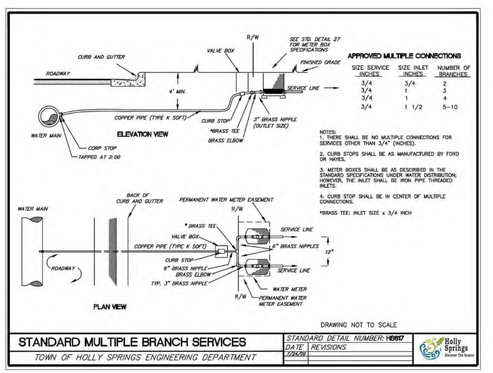
STANDARD UTILITY MARKER BALL LOCATIONS FOR WATER MAINS

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS633

DATE | REVISIONS

6/06/19



DRAWING NOT TO SCALE

STANDARD MULTIPLE BRANCH SERVICES

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS607

DATE | REVISIONS

2/26/09

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043217 ENGINEER JOHN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

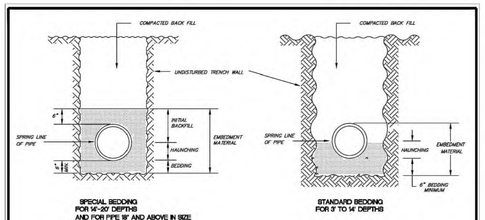
PROJECT NO.	GHK-22001
FILENAME	GHK22001-D1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	NTS
DATE	07. 07. 2025

SHEET

WATER DETAILS

C8.03

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-D1.dwg, 7/7/2025 1:52:00 PM, Savana Bennett

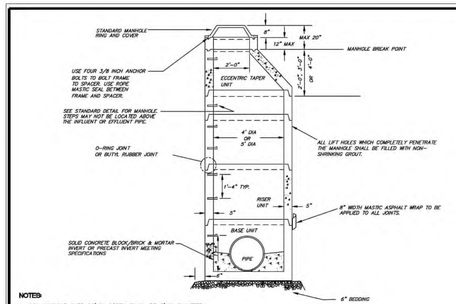


NOTES:

1. EMBEDMENT MATERIAL MUST BE CLASS I (NO. 67 OR NO. 78M WASHED STONE IS TYPICALLY USED).
2. EMBEDMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% STANDARD PROCTOR DENSITY FOR CLASS I MATERIAL.
3. ALL SANITARY SEWER LINES LESS THAN 3' AND OVER 20 FEET IN DEPTH MUST BE D.I.P.

DRAWING NOT TO SCALE

BEDDING FOR FLEXIBLE AND SEMI-RIGID SANITARY SEWER PIPE	STANDARD DETAIL NUMBER: HS703
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS
	7/26/06

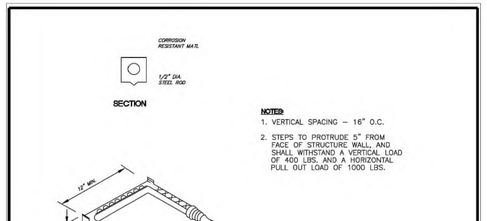


NOTES:

1. ANY MANHOLE OVER 20' IN DEPTH SHALL BE 5' IN DIAMETER.
2. NO FLAT TOPS ALLOWED.

DRAWING NOT TO SCALE

STANDARD PRECAST CONCRETE MANHOLE	STANDARD DETAIL NUMBER: HS706
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS
	7/26/06

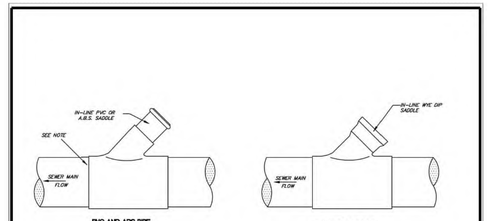


NOTES:

1. VERTICAL SPACING – 16" O.C.
2. STEPS TO PROTRUDE 5" FROM FACE OF STRUCTURE WALL, AND SHALL WITHSTAND A VERTICAL LOAD OF 400 LBS. AND A HORIZONTAL PULL OUT LOAD OF 1000 LBS.

DRAWING NOT TO SCALE

MANHOLE STEPS	STANDARD DETAIL NUMBER: HS709
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS
	7/26/06

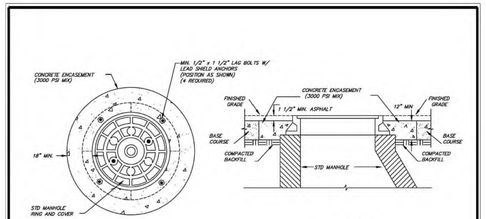


NOTES:

1. PVC/ ABS SOLVENT SHALL BE USED AT ALL JOINTS.

DRAWING NOT TO SCALE

STANDARD SANITARY SEWER LATERAL CONNECTIONS FOR NEW LINES	STANDARD DETAIL NUMBER: HS710
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS
	7/26/06

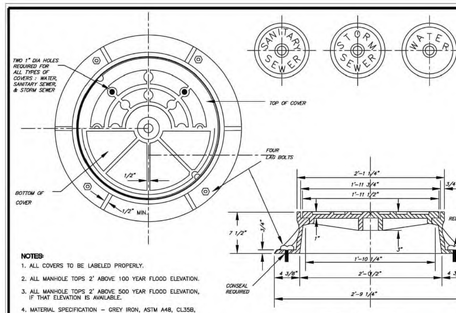


NOTES:

1. ALL MANHOLE COVERS TO HAVE 2 HOLES ONLY.
2. USE SOLID LID ON ALL MANHOLES LOCATED IN LOW AREAS OF ROAD PROFILE.
3. MANHOLE RING TO BE BOLTED AS SHOWN W/ROPE MASTIC SEAL BETWEEN FRAME AND SPACER.
4. DOMESTIC MADE IN USA AND MEET H20 LOADING NCDOT NO 840.54.

DRAWING NOT TO SCALE

STANDARD MANHOLE RING AND COVER ENCASEMENT FOR MANHOLES LOCATED IN PAVED AREAS	STANDARD DETAIL NUMBER: HS670
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS
	7/26/06

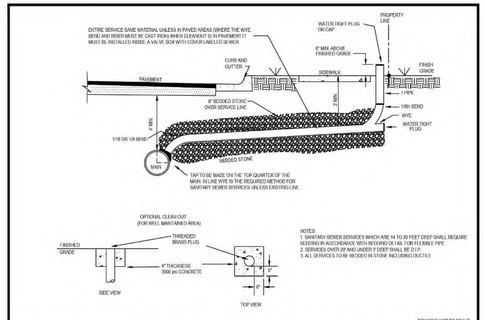


NOTES:

1. ALL COVERS TO BE LABELED PROPERLY.
2. ALL MANHOLE TOPS 2' ABOVE 100 YEAR FLOOD ELEVATION.
3. ALL MANHOLE TOPS 2' ABOVE 500 YEAR FLOOD ELEVATION, IF THAT ELEVATION IS AVAILABLE.
4. MATERIAL SPECIFICATION – GREY IRON, ASTM A48, CL35B, MADE IN USA.

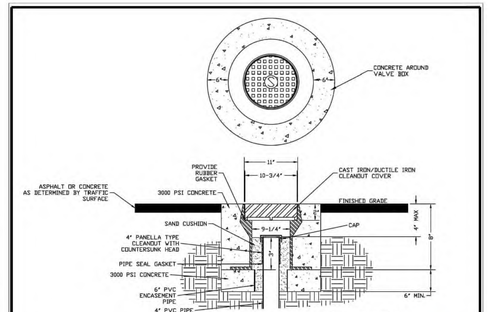
DRAWING NOT TO SCALE

STANDARD MANHOLE RING AND COVER FOR OUTSIDE OF PAVEMENT	STANDARD DETAIL NUMBER: HS671
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS
	7/26/06



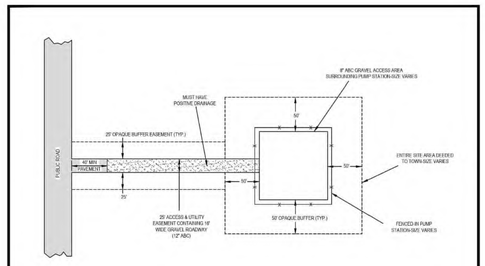
DRAWING NOT TO SCALE

STANDARD SANITARY SEWER TAP AND SERVICE	STANDARD DETAIL NUMBER: HS715
TOWN OF HOLLY SPRINGS	DATE / REVISIONS
	7/26/06
	7/26/06



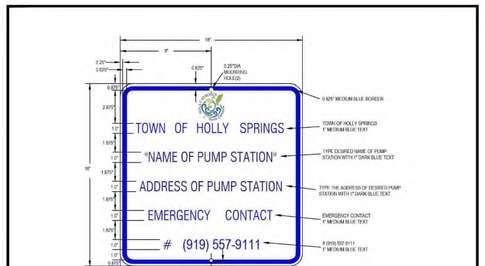
DRAWING NOT TO SCALE

SEWER MIN-MANHOLE CLEANOUT COVER ASSEMBLY FOR TRAFFIC AREA	STANDARD DETAIL NUMBER: HS723
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS
	7/26/06



DRAWING NOT TO SCALE

PUMP STATION ACCESS AND BUFFERS	STANDARD DETAIL NUMBER: HS1301
TOWN OF HOLLY SPRINGS	DATE / REVISIONS
	7/26/06
	7/26/06



NOTES:

1. 19" x 16" NON-REFLECTIVE 16 GAUGE STEEL
2. TEXT TO BE CENTERED ON SIGN

DRAWING NOT TO SCALE

STANDARD PUMP STATION LOCATION SIGN	STANDARD DETAIL NUMBER: HS1305
TOWN OF HOLLY SPRINGS	DATE / REVISIONS
	7/26/06
	7/26/06

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GH GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL SEAL 043217 ENGINEER JOAN C. MARTIN — NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

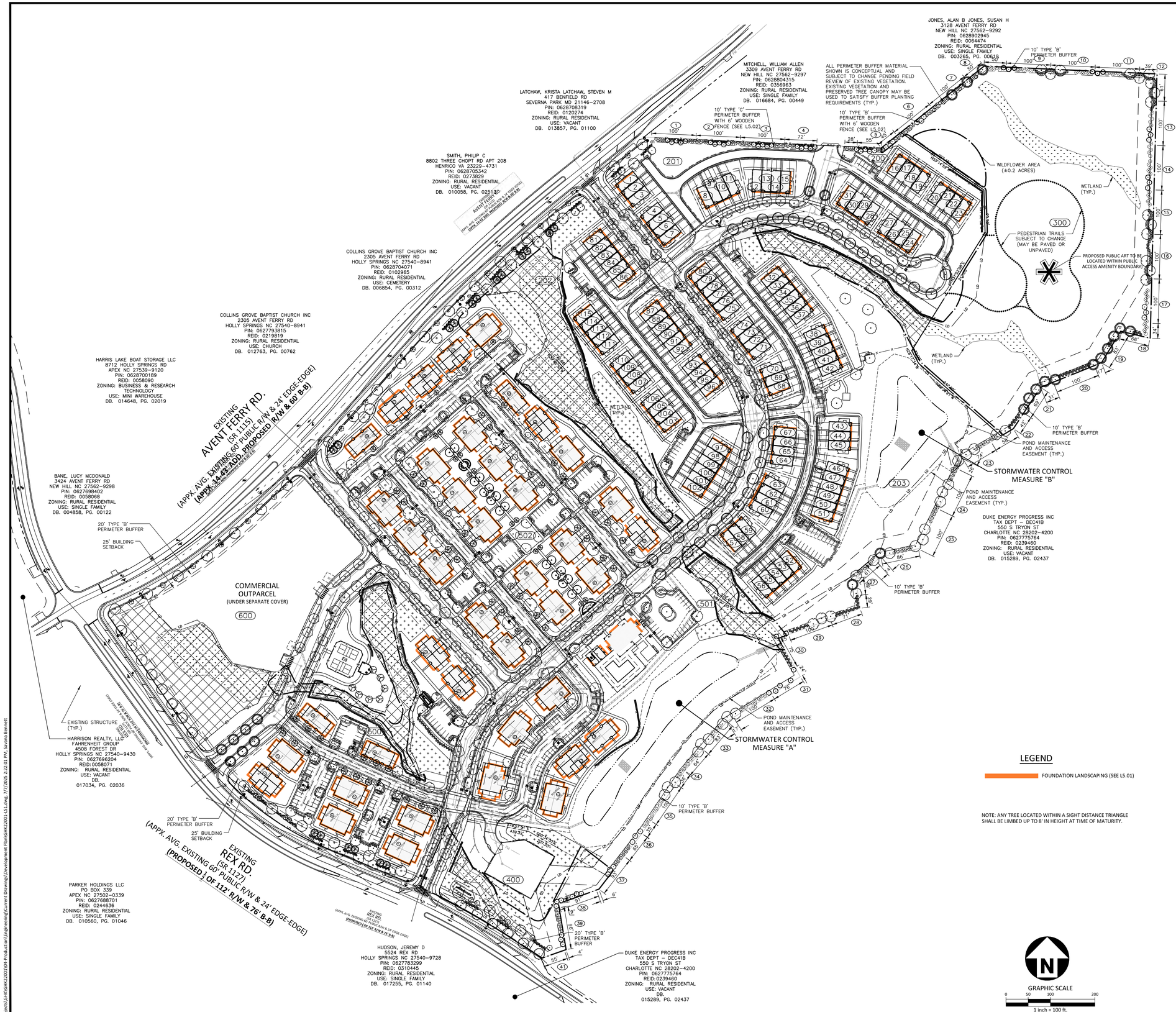
PROJECT NO.	GHK-22001
FILENAME	GHK22001-D1
CHECKED BY	JCM
DRAWN BY	SJB
SCALE	NTS
DATE	07. 07. 2025

SHEET

SANITARY SEWER DETAILS

C8.04

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-D1.dwg, 7/7/2025 1:52:02 PM, Savana Bennett



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
CANOPY TREES		
	ARA	ACER RUBRUM `AUTUMN BLAZE` AUTUMN BLAZE RED MAPLE
	ARO	ACER RUBRUM `OCTOBER GLORY` TM OCTOBER GLORY MAPLE
	ASL	ACER SACCHARUM `LEGACY` LEGACY SUGAR MAPLE
	AFA	ACER X FREEMANII FREEMAN MAPLE
	NSS	NYSSA SYLVATICA SOUR GUM
	QAW	QUERCUS ALBA WHITE OAK
	QLO	QUERCUS LYRATA OVERCUP OAK
	QNN	QUERCUS NUTTALLII NUTTALL OAK
	QPP	QUERCUS PALUSTRIS PIN OAK
	QPW	QUERCUS PHELLOS WILLOW OAK
	QSS	QUERCUS SHUMARDII SHUMARD RED OAK
	QSP	QUERCUS STELLATA POST OAK
	TCL	TILIA CORDATA LITTLELEAF LINDEN
	UAP	ULMUS AMERICANA `PRINCETON` AMERICAN ELM
	UPA	ULMUS PARVIFOLIA `ALLEE` ALLEE LACEBARK ELM
	ZSG	ZELKOVA SERRATA `GREEN VASE` SAWLEAF ZELKOVA
	ZSF	ZELKOVA SERRATA 'FASTIGIATA' FASTIGIATE JAPANESE ZELKOVA
DECIDUOUS UNDERSTORY TREES		
	ACB	ACER BUERGERIANUM `ABMTF` AERYN® TRIDENT MAPLE
	CCA2	CERCIS CANADENSIS `HEARTS OF GOLD` HEARTS OF GOLD REDBUD
	CVW	CHIONANTHUS VIRGINICUS WHITE FRINGETREE
	LNX3	LAGERSTROEMIA X `NATCHEZ` WHITE CRAPE MYRTLE
	PIC	PISTACIA CHINENSIS 'GREEN STREET' GREEN STREET CHINESE PISTACHE
EVERGREEN TREES		
	CDD	CEDRUS DEODARA DEODAR CEDAR
	CJJ	CRYPTOMERIA JAPONICA JAPANESE CEDAR
	IOC	ILEX OPACA `CAROLINA #2` CAROLINA #2 AMERICAN HOLLY
	INS	ILEX X `NELLIE R STEVENS` NELLIE STEVENS HOLLY
	IAF	ILEX X ATTENUATA `FOSTER NO. 2` FOSTER NO. 2 HOLLY
	JVE	JUNIPERUS VIRGINIANA EASTERN RED CEDAR
	MGB	MAGNOLIA GRANDIFLORA `BRACKENS BROWN BEAUTY` BRACKEN'S SOUTHERN MAGNOLIA
UNDERSTORY TREES		
	CCF	CERCIS CANADENSIS `FLAME` EASTERN RED BUD
DECIDUOUS SHRUBS		
	AZEN	AZALEA ENCORE TM ENCORE AZALEA
	CAAB	CALLICARPA AMERICANA AMERICAN BEAUTYBERRY
	FIBF	FORSYTHIA X INTERMEDIA BORDER FORSYTHIA
	RHAR	RHUS AROMATICA AROMATIC SUMAC
EVERGREEN SHRUBS		
	AGEG	ABELIA X GRANDIFLORA `EDWARD GOUCHER` GLOSSY ABELIA
	DIBL	DISTYLIUM X `BLDY02` CAST IN BRONZE® DISTYLIUM
	ICCA	ILEX CORNUTA `CARISSA` CARISSA HOLLY
	ILCS	ILEX CRENATA `STEEDS` STEEDS JAPANESE HOLLY
	ILGL	ILEX GLABRA INKBERRY
	IGNN	ILEX GLABRA `NIGRA` NIGRA INKBERRY
	ILVO	ILEX VOMITORIA INKBERRY
	LCER	LOROPETALUM CHINENSE `EVER RED` EVER RED LOROPETALUM
	LCPD	LOROPETALUM CHINENSE `PURPLE DIAMOND` FRINGE FLOWER
	MOCE	MORELLA CERIFERA WAX MYRTLE
	RISW	RHAPHIOLEPIS INDICA `SNOW WHITE` SNOW WHITE INDIAN HAWTHORN

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 2088 C. MICHAEL VAMPRAN, JR. NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-LS1
CHECKED BY	MV
DRAWN BY	MV
SCALE	1" = 100'
DATE	07. 07. 2025

SHEET

OVERALL LANDSCAPE PLAN

L5.00

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-LS1.dwg, 7/7/2025 2:22:03 PM, Savana Bennett

LANDSCAPE CALCULATIONS

PERIMETER BUFFERS

EXISTING VEGETATION AND PRESERVED TREE CANOPY MAY BE USED TO SATISFY BUFFER PLANTING REQUIREMENTS. SUPPLEMENTAL SHRUB PLANTING MAY BE NECESSARY PENDING FIELD REVIEW.

10' TYPE 'C' BUFFER — 466 LF
ADJACENT TO PIN 0628-80-4315

TREES
REQUIRED: 24 (5/100 LF)
PROVIDED 25

SHRUBS
REQUIRED: 94 (20/100 LF)
PROVIDED: 94

EVERGREEN
REQUIRED: 20 TREES; 76 SHRUBS (80% MINIMUM)
PROVIDED: 25 TREES; 95 SHRUBS

10' TYPE 'B' BUFFER — 295 LF
ADJACENT TO PIN 0628-80-4315

TREES
REQUIRED: 9 (3/100 LF)
PROVIDED 9

SHRUBS
REQUIRED: 30 (10/100 LF)
PROVIDED: 30

EVERGREEN
REQUIRED: 4 TREES; 12 SHRUBS (40% MINIMUM)
PROVIDED: 6 TREES; 13 SHRUBS

10' TYPE 'B' BUFFER — 3,071 LF
NORTH AND EAST BUFFERS

TREES
REQUIRED: 93 (3/100 LF)
PROVIDED 93

SHRUBS
REQUIRED: 308 (10/100 LF)
PROVIDED: 308

EVERGREEN
REQUIRED: 38 TREES; 127 SHRUBS (40% MINIMUM)
PROVIDED: 38 TREES; 190 SHRUBS

20' TYPE 'B' BUFFER — 769 LF
REX RD (DOES NOT INCLUDE COMMERCIAL AREA)
STREET TREES DO NOT COUNT TOWARDS BUFFERING REQUIREMENTS

TREES
REQUIRED: 24 (3/100 LF)
PROVIDED 25

SHRUBS
REQUIRED: 77 (10/100 LF)
PROVIDED: 80

EVERGREEN
REQUIRED: 10 TREES; 31 SHRUBS (40% MINIMUM)
PROVIDED: 16 TREES; 80 SHRUBS

20' TYPE 'B' BUFFER — 748 LF
AVENT FERRY RD (DOES NOT INCLUDE COMMERCIAL AREA)
STREET TREES DO NOT COUNT TOWARDS BUFFERING REQUIREMENTS

TREES
REQUIRED: 23 (3/100 LF)
PROVIDED 25

SHRUBS
REQUIRED: 75 (10/100 LF)
PROVIDED: 90

EVERGREEN
REQUIRED: 10 TREES; 30 SHRUBS (40% MINIMUM)
PROVIDED: 10 TREES; 90 SHRUBS

INTERIOR VEHICLE PARKING AREA

TREES
REQUIRED: 1 TREE PER LANDSCAPE ISLAND
SHRUBS
REQUIRED: 4 SHRUBS PER LANDSCAPE ISLAND

RESIDENTIAL FOUNDATION LANDSCAPING

FOUNDATION LANDSCAPING IS REQUIRED ALONG ANY BUILDING FAÇADE FACING A STREET OR PARKING AREA, AS WELL AS ALONG 25% OF THE ADJACENT FAÇADE. THE MINIMUM WIDTH OF AREA USED FOR FOUNDATION LANDSCAPING SHALL BE 5' IN WIDTH. CANOPY TREE OR UNDERSTORY TREE NOT REQUIRED FOR ATTACHED DWELLINGS, INCLUDING TOWNHOUSE OR QUADRUPLEX.

BUILDING FAÇADES SHOWN ON L5.00 IN ORANGE SHALL PROVIDE THE BELOW FOUNDATION LANDSCAPING RATES PER FACADE. ALL OTHER FACADES SHALL PROVIDE 25% OF THE FACADE LENGTH AS FOUNDATION LANDSCAPING.

TOWNHOME/QUAD REQUIRED: 1/ 5' LARGE SHRUB OR
1.5/ 5' MEDIUM SHRUB OR
OR 3/ 5' SMALL SHRUB

AMENITY CENTER REQUIRED: 1/75' CANOPY TREE/FT OR
2/75'UNDERSTORY TREE/FT AND;
1/ 5' LARGE SHRUB OR
1.5/ 5' MEDIUM SHRUB OR
OR 3/ 5' SMALL SHRUB

STREET TREES - COLLECTOR, LOCAL AND PRIVATE

LOCAL/NEIGHBORHOOD CONNECTOR AND URBAN COLLECTOR

PROJECT UTILIZES LESS THAN A 20' SETBACK. DECIDUOUS STREET TREES SHALL BE SPACED A MINIMUM 30' OC, A MAXIMUM 45' OC AND BE INSTALLED AT A MINIMUM 2.5" CALIPER.

STREET 'A':
REQUIRED: 3,750 LF
PROVIDED: 125 MAX.; 84 MIN
DIVERSITY: 91 (4 SPECIES PROPOSED)
29 OF ONE SPECIES PROPOSED OR 32%

STREET 'B':
REQUIRED: 1,152 LF
PROVIDED: 38 MAX.; 26 MIN
DIVERSITY: 28 (2 SPECIES PROPOSED)
15 OF ONE SPECIES PROPOSED OR 54%

STREET 'C' :
REQUIRED: 1,129 LF
PROVIDED: 38 MAX.; 25 MIN
DIVERSITY: 25 (3 SPECIES PROPOSED)
13 OF ONE SPECIES PROPOSED OR 52%

STREET 'F':
REQUIRED: 1,246 LF
PROVIDED: 41 MAX.; 28 MIN
DIVERSITY: 31 (3 SPECIES PROPOSED)
16 OF ONE SPECIES PROPOSED OR 52%

STREET 'H':
REQUIRED: 120 LF
PROVIDED: 4 MAX.; 3 MIN
DIVERSITY: 4 (2 SPECIES PROPOSED)
2 OF ONE SPECIES PROPOSED OR 50%

PRIVATE STREET 'I':
REQUIRED: 920 LF
PROVIDED: 30 MAX.; 20 MIN
DIVERSITY: 26 (4 SPECIES PROPOSED)
8 OF ONE SPECIES PROPOSED OR 31%

PRIVATE STREET 'J':
REQUIRED: 1,445 LF
PROVIDED: 48 MAX.; 21 MIN
DIVERSITY: 46 (5 SPECIES PROPOSED)
17 OF ONE SPECIES PROPOSED OR 37%

PRIVATE STREET 'K':
REQUIRED: 459 LF
PROVIDED: 15 MAX.; 10 MIN
DIVERSITY: 11 (3 SPECIES PROPOSED)
5 OF ONE SPECIES PROPOSED OR 45%

EACH STREET MUST CONTAIN AT LEAST 2 SPECIES OF TREES WITH A SIMILAR CANOPY. NO MORE THAN 55% OF A SINGLE SPECIES SHALL BE USED ON EACH STREET.

STREET TREES - THOROUGHFARE

REX RD AND AVENT FERRY RD

DECIDUOUS STREET TREES SHALL BE SPACED A MINIMUM 40' OC, A MAXIMUM 60' OC AND BE INSTALLED AT A MINIMUM 2.5" CALIPER. STREET TREES SHALL BE LOCATED WITHIN 5 FEET FROM THE RIGHT-OF-WAY LINE.

AVENT FERRY RD — 1,317 LF
REQUIRED: 33 (1/40 LF)
PROVIDED: 36

REX RD — *860 LF
REQUIRED: 19 (1/40 LF)
PROVIDED: 19
*250 LF HAVE BEEN EXCLUDED FROM CALCULATION DUE TO SIGHT DISTANCE TRIANGLE CONFLICT.

SPECIES DIVERSITY

DECIDUOUS SHADE TREES PROPOSED:	405
MAXIMUM ALLOWABLE:	101 OF ONE SPECIES (25%)
PROPOSED:	70 OF ONE SPECIES
DECIDUOUS UNDERSTORY TREES PROPOSED:	68
MAXIMUM ALLOWABLE:	17 (25%)
PROPOSED:	17
EVERGREEN TREES PROPOSED:	103
MAXIMUM ALLOWABLE:	25 OF ONE SPECIES (25%)
PROPOSED:	24 OF ONE SPECIES
SHRUBS PROPOSED:	1,152
MAXIMUM ALLOWABLE:	288 OF ONE SPECIES (25%)
PROPOSED:	170 OF ONE SPECIES

HOLLY SPRINGS LANDSCAPE NOTES:

1. OWNER SHALL BE RESPONSIBLE FOR:
1.1. THE MAINTENANCE OF ALL REQUIRED LANDSCAPING BY KEEPING LAWNS MOWED, ALL PLANTS MAINTAINED AS DISEASE FREE, ALL PLANTING BEDS GROOMED AND KEPT WEED FREE (EXCEPT IN AREAS OF PRESERVED EXISTING NATURAL VEGETATION (I.E., THICKETS), AND KEPT FREE FROM TRASH, DEBRIS AND OTHER OBJECTIONABLE MATERIALS.
1.2. THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE DATE OF PLANTING. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON; AND, THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA, WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL OF A PRESERVATION LANDSCAPE PLAN. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON."

TABLE 5.6.1-A - REQUIRED PLANT SIZE

Landscape Material	Minimum Size
Overstory Deciduous Trees	2 1/2 inch diameter
Ornamental Deciduous Trees	1 1/2 in diameter
Overstory Evergreen Trees	6 feet
Small Evergreen Trees	4 feet
Large Shrubs	36 inches or #5 container
Medium Shrubs	24 inches or #3 container
Small Shrubs, Native Grasses, or Perennial Flowers	18 inches or #3 container

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL	HEIGHT
CANOPY TREES					
	AFA	28	ACER X FREEMANII FREEMAN MAPLE	2.5" MIN	8` MIN
	ARA	8	ACER RUBRUM `AUTUMN BLAZE` AUTUMN BLAZE RED MAPLE	2.5" MIN	8` MIN
	ARO	18	ACER RUBRUM `OCTOBER GLORY` TM OCTOBER GLORY MAPLE	2.5" MIN	8` MIN
	ASL	29	ACER SACCHARUM `LEGACY` LEGACY SUGAR MAPLE	2.5" MIN	8` MIN
	NSS	25	NYSSA SYLVATICA SOUR GUM	2.5" MIN	8` MIN
	QAW	18	QUERCUS ALBA WHITE OAK	2.5" MIN	8` MIN
	QLO	14	QUERCUS LYRATA OVERCUP OAK	2.5" MIN	8` MIN
	QNN	43	QUERCUS NUTTALLII NUTTALL OAK	2.5" MIN	8` MIN
	QPP	6	QUERCUS PALUSTRIS PIN OAK	2.5" MIN	8` MIN
	QPW	38	QUERCUS PHELLOS WILLOW OAK	2.5" MIN	8` MIN
	QSP	12	QUERCUS STELLATA POST OAK	2.5" MIN	8` MIN
	QSS	70	QUERCUS SHUMARDII SHUMARD RED OAK	2.5" MIN	8` MIN
	TCL	16	TILIA CORDATA LITTLELEAF LINDEN	2.5" MIN	8` MIN
	UAP	20	ULMUS AMERICANA `PRINCETON` AMERICAN ELM	2.5" MIN	8` MIN
	UPA	12	ULMUS PARVIFOLIA `ALLEE` ALLEE LACEBARK ELM	2.5" MIN	8` MIN
	ZSF	7	ZELKOVA SERRATA 'FASTIGIATA' FASTIGIATE JAPANESE ZELKOVA	2.5" MIN	8` MIN
	ZSG	35	ZELKOVA SERRATA `GREEN VASE` SAWLEAF ZELKOVA	2.5" MIN	8` MIN
		399	SUBTOTAL:		
DECIDUOUS UNDERSTORY TREES					
	ACB	14	ACER BUERGERIANUM 'ABMTF' AERYN® TRIDENT MAPLE	1.5" MIN	8` MIN
	CVW	17	CHIONANTHUS VIRGINICUS WHITE FRINGETREE	1.5" MIN	8` MIN
	LNX3	16	LAGERSTROEMIA X `NATCHEZ` WHITE CRAPE MYRTLE	1.5" MIN	8` MIN
	PIC	16	PISTACIA CHINENSIS 'GREEN STREET' GREEN STREET CHINESE PISTACHE	1.5" MIN	8` MIN
		63	SUBTOTAL:		
EVERGREEN TREES					
	CDD	18	CEDRUS DEODARA DEODAR CEDAR	-	8`
	CJJ	6	CRYPTOMERIA JAPONICA JAPANESE CEDAR	-	8`
	IAF	4	ILEX X ATTENUATA `FOSTER NO. 2` FOSTER NO. 2 HOLLY	-	8`
	INS	24	ILEX X `NELLIE R STEVENS` NELLIE STEVENS HOLLY	-	8`
	IOC	22	ILEX OPACA `CAROLINA #2` CAROLINA #2 AMERICAN HOLLY	-	8`
	JVE	23	JUNIPERUS VIRGINIANA EASTERN RED CEDAR	-	8`
	MGB	6	MAGNOLIA GRANDIFLORA `BRACKENS BROWN BEAUTY` BRACKEN'S SOUTHERN MAGNOLIA	-	8`
		103	SUBTOTAL:		
UNDERSTORY TREES					
	CCF	5	CERCIS CANADENSIS `FLAME` EASTERN RED BUD	1"	8`
		5	SUBTOTAL:		

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
DECIDUOUS SHRUBS				
	AZEN	6	AZALEA ENCORE TM ENCORE AZALEA	24"
	CAAB	51	CALLICARPA AMERICANA AMERICAN BEAUTYBERRY	18"
	FIBF	17	FORSYTHIA X INTERMEDIA BORDER FORSYTHIA	18"
	RHAR	67	RHUS AROMATICA AROMATIC SUMAC	18"
		141	SUBTOTAL:	
EVERGREEN SHRUBS				
	AGEG	146	ABELIA X GRANDIFLORA `EDWARD GOUCHER` GLOSSY ABELIA	18"
	DIBL	44	DISTYLIUM X 'BLDY02' CAST IN BRONZE® DISTYLIUM	18" MIN
	ICCA	11	ILEX CORNUTA `CARISSA` CARISSA HOLLY	18"
	IGNN	164	ILEX GLABRA `NIGRA` NIGRA INKBERRY	24" MIN
	ILCS	142	ILEX CRENATA `STEEDS` STEEDS JAPANESE HOLLY	24"
	ILGL	80	ILEX GLABRA INKBERRY	18"
	ILVO	85	ILEX VOMITORIA INKBERRY	24" MIN
	LCER	170	LOROPETALUM CHINENSE `EVER RED` EVER RED LOROPETALUM	30"
	LCPD	58	LOROPETALUM CHINENSE `PURPLE DIAMOND` FRINGE FLOWER	24" MIN
	MOCE	82	MORELLA CERIFERA WAX MYRTLE	36" MIN
	RISW	29	RHAPHIOLEPIS INDICA `SNOW WHITE` SNOW WHITE INDIAN HAWTHORN	18"
		1,011	SUBTOTAL:	

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 2088 MICHAEL VAMPRAN JR. NOTARY PUBLIC

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-LS1
CHECKED BY	MV
DRAWN BY	MV
SCALE	N/A
DATE	07. 07. 2025

SHEET

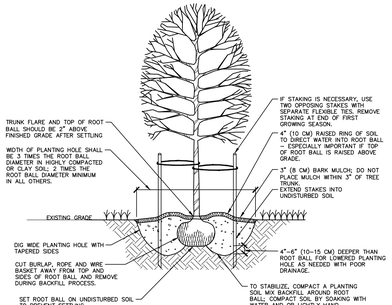
LANDSCAPE CALCULATIONS

L5.01

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-LS1.dwg, 7/7/2025 1:52:17 PM, Savana Bennett

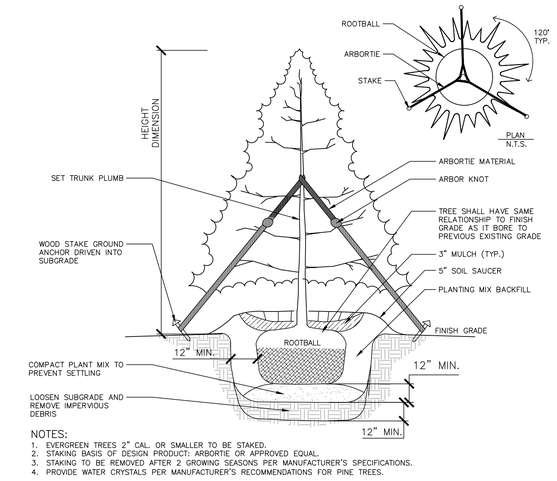
GENERAL LANDSCAPE NOTES:

1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.
2. STREET TREES SHALL BE NURSERY GROWN, SINGLE STEM VARIETIES, TYPICAL OF THEIR SPECIES OR VARIETY, FRESHLY DUG, NORMALLY SHAPED, HEAVY AND WELL BRANCHED; WITH FULL FOLIAGE WHEN IN LEAF AND SHALL HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS. TREES MUST BE SELF-SUPPORTING, WITH STRAIGHT TRUNKS AND WITH A SINGLE INTACT LEADER. ALL WOUNDS PRESENT AT THE TIME OF DIGGING MUST EXHIBIT CALLUSING, WITH THE BARK AT THE EDGES OF ANY SUCH WOUND TIGHT AND INTACT. NO ABRASIONS OR UNHEALED CUTS ARE ALLOWED ON THE TRUNKS OF TREES. ALL TREES FURNISHED SHALL BE FREE OF ANY INSECT INFESTATIONS AND DISEASES.
3. CONTRACTOR IS RESPONSIBLE FOR THE SITE INSPECTION BEFORE LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS.
4. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE BEGINNING DEMOLITION OR INSTALLATION.
5. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, DRAWINGS OR SITE CONDITIONS FOR RESOLUTION PRIOR TO INSTALLATION.
6. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
7. THIS PLAN IS FOR PLANTING PURPOSES ONLY. FOR INFORMATION REGARDING BUILDINGS, GRADING, WALLS, ETC., REFER TO ARCHITECTURE, SITE AND GRADING PLANS.
8. VERIFICATION OF TOTAL PLANT QUANTITIES AS SHOWN IN THE PLANT SCHEDULE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
9. CONTRACTOR TO ENSURE PROPER STABILIZATION AND SEEDING OF THE SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
10. LANDSCAPE MATERIAL SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM DAMAGE, INSECTS AND DISEASES. MATERIAL SHALL EQUAL OR SURPASS #1 QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
11. ALL PLANT MATERIAL IS TO BE CAREFULLY HANDLED BY THE ROOT BALL, NOT THE TRUNK, BRANCHES AND/OR FOLIAGE OF THE PLANT. MISHANDLED PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT.
12. ALL PLANT MATERIAL IS TO BE WELL ROOTED, NOT ROOT BOUND, SUCH THAT THE ROOT BALL REMAINS INTACT THROUGHOUT THE PLANTING PROCESS. DEFICIENT PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT OR OWNER.
13. ALL PLANTS TO BE A MINIMUM OF WHAT IS SPECIFIED IN THE PLANT SCHEDULE. ANY CHANGES OR SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND GOVERNING JURISDICTION PRIOR TO ANY HOLE BEING DUG.
14. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT TO ESTABLISH THE EXTENTS OF MULCH/SEED/SOD IF NOT SPECIFICALLY SHOWN ON PLANS.
15. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL PLANTING AREAS.
16. PROPOSED TREES TO BE PLANTED A MINIMUM 10 FEET FROM ANY LIGHT POLE AS MEASURED FROM TRUNK OF THE TREE TO THE POLE.
17. PROPOSED TREES TO BE PLANTED A MINIMUM 5 FEET FROM ANY FIRE HYDRANT AS MEASURED FROM TRUNK OF THE TREE TO THE HYDRANT.
18. CONTRACTOR SHALL COMPLETE SOIL TEST IN ALL PLANTING AREAS TO DETERMINE SOIL AMENDMENT REQUIREMENTS UNLESS WAIVED BY OWNER'S REPRESENTATIVE. CONTRACTOR SHALL ADJUST PH AND FERTILITY BASED UPON THE SOIL TEST RESULTS.
19. TOPSOIL SHALL BE FREE OF MATERIAL LARGER THAN 1.0 INCH IN DIAMETER OR LENGTH AND SHALL NOT CONTAIN SLAG, CINDERS, STONES, LUMPS OF SOIL, STICKS, ROOTS, TRASH, OR OTHER EXTRANEOUS MATERIAL.
20. LOOSEN SUBGRADE / SURFACE SOIL TO A MINIMUM DEPTH OF 6 INCHES. APPLY SOIL AMENDMENTS AND FERTILIZERS AS REQUIRED BY THE SOIL TEST RESULTS TO ACHIEVE A HEALTHY GROWING MEDIA AND MIX THOROUGHLY INTO TOP 4 INCHES OF SOIL. SPREAD PLANTING SOIL MIX TO A DEPTH OF 6 INCHES BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
21. IF IMPORTED TOPSOIL IS REQUIRED, THE SUBGRADE SHALL BE SCARIFIED OR TILLED TO A DEPTH OF AT LEAST 6 INCHES PRIOR TO INSTALLATION OF IMPORTED TOPSOIL. FOLLOWING INSTALLATION OF IMPORTED TOPSOIL, THE TOPSOIL SHALL BE TILLED TO INTEGRATE THE SOIL PROFILES.
22. PLANT MATERIALS ARE TO BE GUARANTEED FOR A PERIOD OF 12 MONTHS. PLANT MATERIALS WHICH REMAIN UNHEALTHY WILL BE REPLACED BY THE LANDSCAPE CONTRACTOR BEFORE THE EXPIRATION OF THE GUARANTEE PERIOD OR IMMEDIATELY IF SO DIRECTED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
23. ALL TREE PLANTINGS SHALL BE MULCHED TO A DEPTH OF 3 INCHES, AND WITH A MINIMUM 3 FOOT RADIUS FROM BASE OF TREE OR TO DRIPLINE. MULCH SHALL BE FREE OF TRASH AND MAINTAINED WEED FREE. MULCH SHALL NOT COVER THE ROOT FLARE. CONFIRM MULCH SPECIFICATIONS WITH OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
24. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF EXTERIOR PLANTS DURING DELIVERY. DO NOT DROP EXTERIOR PLANTS DURING DELIVERY AND HANDLING.
25. DELIVER EXTERIOR PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND INSTALL IMMEDIATELY. IMMEDIATELY AFTER UNLOADING, STAND THE TREES UP TO REDUCE THE RISK OF SUN SCALD. PROPERLY STAGED TREES ARE STANDING, UNTIED AND SPACED. UNLESS IMMEDIATELY INSTALLED, SET EXTERIOR PLANTS AND TREES IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
26. SEE LANDSCAPE DETAILS FOR TREE STAKING REQUIREMENTS.
27. CONTRACTOR SHALL REMOVE DEBRIS AND FINE GRADE ALL PLANTING AREAS PRIOR TO INSTALLATION.
28. REMOVE GUY WIRES AND STAKES AT END OF WARRANTY PERIOD OR ESTABLISHMENT.
29. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISHED GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.



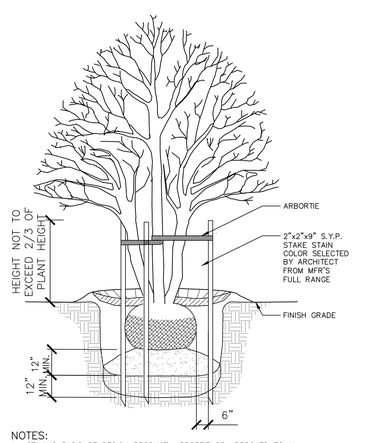
NOTES:
1. SELECT TREES THAT HAVE: STRONG CENTRAL LEADER; CROWN WITH FULL FOLIAGE, ARE GROWN IN HEAVY CLAY SOIL WITH DRIP IRRIGATION.
2. BEFORE INSTALLING PLANTING SOIL MIX BACKFILL AROUND ROOT BALL, BE SURE TO SOAK HOLE TO CONFIRM WATER FILTERS THROUGH UNDISTURBED SOIL. DESIGN ADJUSTMENTS MAY BE REQUIRED IF NOT DRAINED.
3. A TCIA EXPERT CAN BE CONSULTED TO HELP MODIFY AND FERTILIZE TOPSOIL TO CREATE AN ACCEPTABLE PLANTING SOIL MIX FOR THE SITE CONDITIONS AND SPECIFIC TREE SPECIES.
4. IF USING CONTAINER GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL. THEN CUT OR PULL APART ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
5. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND DURING DRY PERIODS.

01 TREE INSTALLATION
SCALE: 3/8"=1'-0"



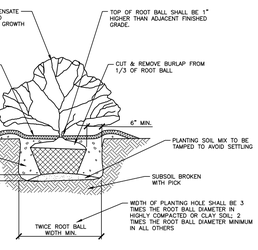
NOTES:
1. EVERGREEN TREES 2" CAL. OR SMALLER TO BE STAKED.
2. STAKING BASIS OF DESIGN PRODUCT: ARBORTIE OR APPROVED EQUAL.
3. STAKING TO BE REMOVED AFTER 2 GROWING SEASONS PER MANUFACTURER'S SPECIFICATIONS.
4. PROVIDE WATER CRYSTALS PER MANUFACTURER'S RECOMMENDATIONS FOR PINE TREES.

02 EVERGREEN TREE INSTALLATION
SCALE: 3/8"=1'-0"



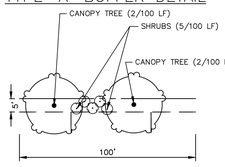
NOTES:
1. STAKING BASIS OF DESIGN PRODUCT: ARBORTIE OR APPROVED EQUAL.
2. STAKING FOR TREES 2" CAL. EA. TRUNK OR SMALLER.
3. REMOVE TREE STAKING AFTER 2 GROWING SEASONS PER MANUFACTURER'S SPECIFICATIONS.

03 MULTI-TRUNK TREE INSTALLATION
SCALE: 3/8"=1'-0"



04 SHRUB INSTALLATION
SCALE: 3/8"=1'-0"

TYPE 'A' BUFFER DETAIL



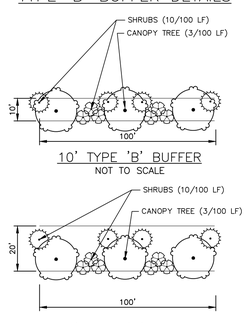
5' TYPE 'A' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

TYPE 'A' BUFFER
OPEN LANDSCAPING CREATES A PLEASANT VISUAL EXPERIENCE BUT PROVIDES A MINIMAL VISUAL OR SOUND BARRIER AND IS THEREFORE INTENDED FOR USE ON LOTS WHERE THE DISTRICT OF THE ABUTTING LOTS INCLUDES PERMITTED USES WITH SIMILAR INTENSITIES, LIGHTS, SOUNDS AND REGULAR OPERATIONS AND WOULD HAVE MINIMAL, IF ANY, NEGATIVE IMPACT ON ADJACENT PROPERTIES. TYPE A LANDSCAPING REQUIRES A MAJORITY OF THE PLANTS TO BE OF A LARGE DECIDUOUS TREE VARIETY WITH ABILITY TO ADD COLOR, INTEREST OR HEAVIER VISUAL SCREENING, IF DESIRED.

OPACITY: 0
DECIDUOUS TREES/FT: 2/100
PERCENT EVERGREEN: 0
SHRUBS/FT: 5/100
HEIGHT OF BUFFER: 0
WIDTH OF BUFFER: 5' (SEE PLANS)

TYPE 'B' BUFFER DETAILS



10' TYPE 'B' BUFFER
NOT TO SCALE

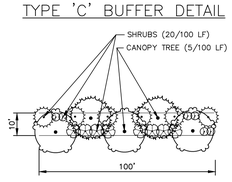
20' TYPE 'B' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

TYPE 'B' BUFFER
SEMI-OPAQUE LANDSCAPING CREATES A PARTIAL VISUAL AND SOUND BARRIER AND IS INTENDED FOR USE ON LOTS WHERE THE DISTRICT OF THE ABUTTING LOTS INCLUDES PERMITTED USES THAT MAY BE SIMILAR IN LAND USE INTENSITY, BUT MAY STILL CONTAIN LIGHTS, SOUNDS AND REGULAR OPERATIONS WHICH MAY ADVERSELY IMPACT ADJACENT PROPERTIES. TYPE B LANDSCAPING REQUIRES A MIXTURE OF PLANTS WITH SUFFICIENT EVERGREEN CONTENT TO PROVIDE SOME YEAR ROUND BUFFERING. ANY EVERGREEN SPECIES THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A TYPE B AREA.

OPACITY: 40%
DECIDUOUS TREES/FT: 3/100
PERCENT EVERGREEN: 40%
SHRUBS/FT: 10/100
HEIGHT OF BUFFER: 4'
WIDTH OF BUFFER: 10'–20' (SEE PLANS)

TYPE 'C' BUFFER DETAIL



10' TYPE 'C' BUFFER
NOT TO SCALE

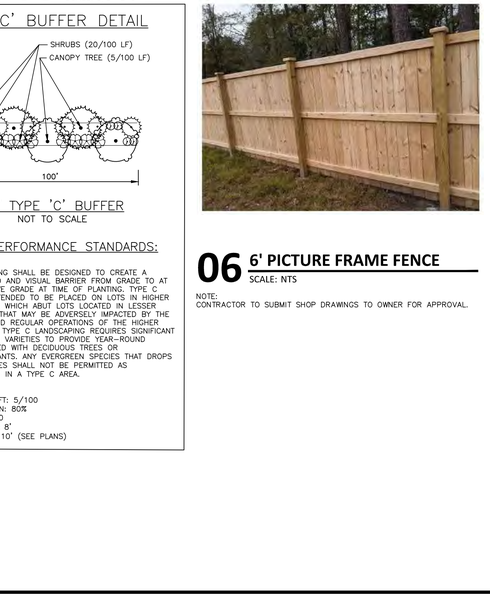
PLANTING PERFORMANCE STANDARDS:

TYPE 'C' BUFFER
OPAQUE LANDSCAPING SHALL BE DESIGNED TO CREATE A SUBSTANTIAL SOUND AND VISUAL BARRIER FROM GRADE TO AT LEAST 8 FEET ABOVE GRADE AT TIME OF PLANTING. TYPE C LANDSCAPING IS INTENDED TO BE PLACED ON LOTS IN HIGHER INTENSITY DISTRICTS WHICH ABUT LOTS LOCATED IN LESSER INTENSE DISTRICTS THAT MAY BE ADVERSELY IMPACTED BY THE LIGHTS, SOUNDS AND REGULAR OPERATIONS OF THE HIGHER INTENSITY DISTRICT. TYPE C LANDSCAPING REQUIRES SIGNIFICANT USE OF EVERGREEN VARIETIES TO PROVIDE YEAR–ROUND BUFFERING ACCENTED WITH DECIDUOUS TREES OR SHRUBS/HEDGE PLANTS. ANY EVERGREEN SPECIES THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A TYPE C AREA.

OPACITY: 80%
DECIDUOUS TREES/FT: 5/100
PERCENT EVERGREEN: 80%
SHRUBS/FT: 20/100
HEIGHT OF BUFFER: 8'
WIDTH OF BUFFER: 10' (SEE PLANS)

NOTE:
EXISTING VEGETATION AND PRESERVED TREE CANOPY MAY BE USED TO SATISFY BUFFER PLANTING REQUIREMENTS. SUPPLEMENTAL SHRUB PLANTING MAY BE NECESSARY PENDING FIELD REVIEW.

05 GROUNDCOVER PLANTING
SCALE: 3/8"=1'-0"



NOTES:
1. PLACE PLANTS IN PREPARED BED AS SHOWN
2. SPACING AS SPECIFIED IN PLANT LIST
3. AMEND SOILS WITH SHRUB/FLOWER BED MIX PER SPECIFICATIONS

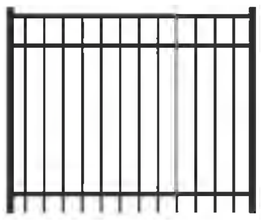
06 ORNAMENTAL GRASS PLANTING
SCALE: 1/2"=1'-0"

06 6' PICTURE FRAME FENCE
SCALE: NTS

NOTE:
CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR APPROVAL.

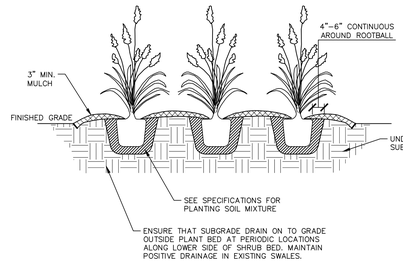
07 QUADPLEX VINYL FENCE
SCALE: NTS

NOTE:
CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR APPROVAL.
MAXIMUM 6' IN HEIGHT. FENCE HEIGHT MAY VARY DUE TO TOPOGRAPHIC CHANGE AS ILLUSTRATED WITH SEGMENTAL BLOCK WALL IN IMAGE ABOVE.



08 FALL PROTECTION FENCE
SCALE: NTS

NOTE:
BLACK, ALUMINUM FENCE.
MINIMUM 36" IN HEIGHT AS MEASURED VERTICALLY ABOVE THE ADJACENT SURFACE.
DESIGN MAY VARY BY VENDOR.



SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT
GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087
GH GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA LANDSCAPE ARCHITECTURE C. MICHAEL VIMPRINE JR. 2088 PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

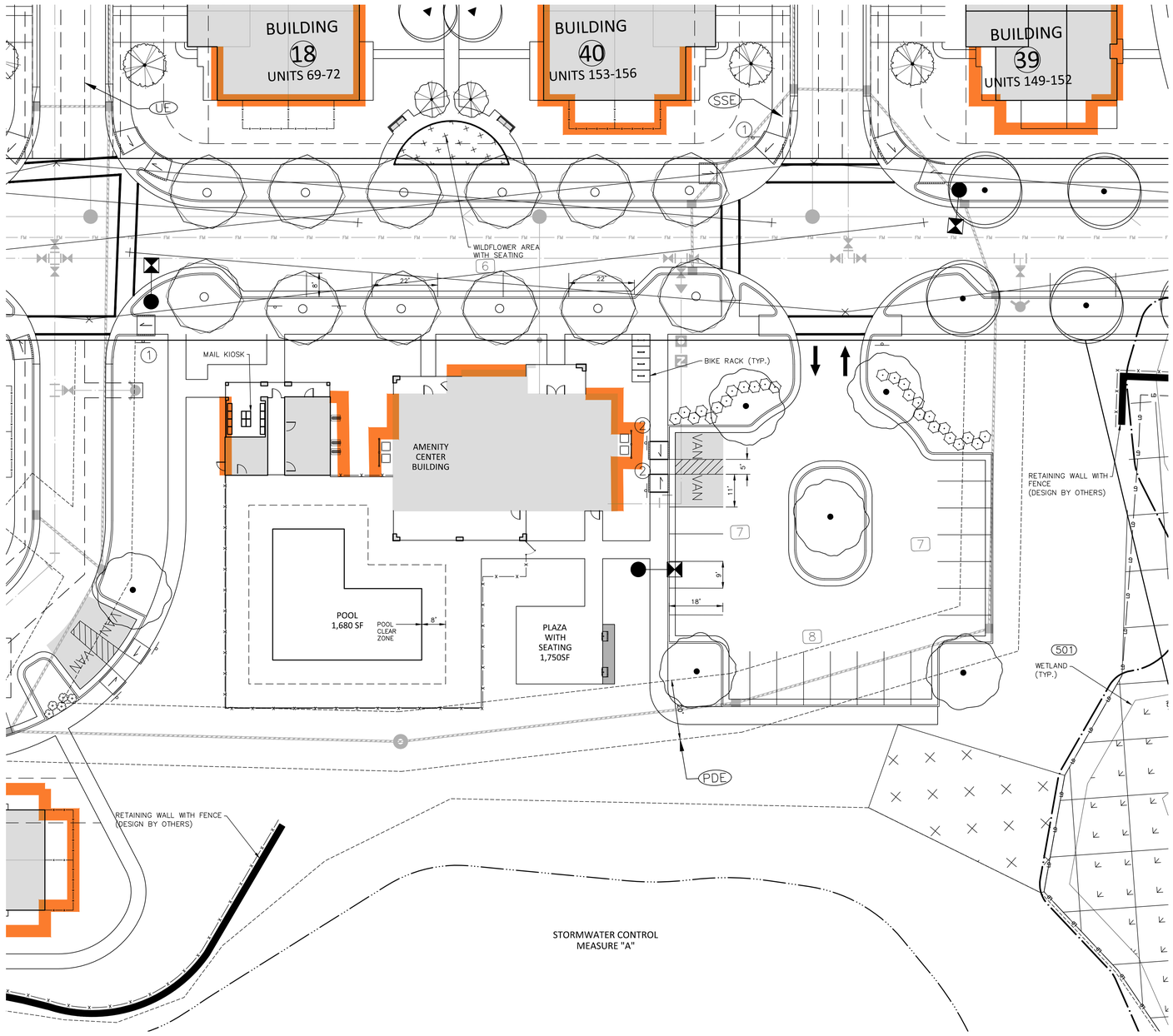
NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-LS1
CHECKED BY	MV
DRAWN BY	MV
SCALE	N/A
DATE	07. 07. 2025

SHEET
LANDSCAPE DETAILS
L5.02

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-LS1.dwg, 7/7/2025 1:52:20 PM, Savana Bennett



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
CANOPY TREES		
	ARA	ACER RUBRUM `AUTUMN BLAZE` AUTUMN BLAZE RED MAPLE
	ARO	ACER RUBRUM `OCTOBER GLORY` TM OCTOBER GLORY MAPLE
	ASL	ACER SACCHARUM `LEGACY` LEGACY SUGAR MAPLE
	AFA	ACER X FREEMANII FREEMAN MAPLE
	NSS	NYSSA SYLVATICA SOUR GUM
	QAW	QUERCUS ALBA WHITE OAK
	QLO	QUERCUS LYRATA OVERCUP OAK
	QNN	QUERCUS NUTTALLII NUTTALL OAK
	QPP	QUERCUS PALUSTRIS PIN OAK
	QPW	QUERCUS PHELLOS WILLOW OAK
	QSS	QUERCUS SHUMARDII SHUMARD RED OAK
	QSP	QUERCUS STELLATA POST OAK
	TCL	TILIA CORDATA LITTLELEAF LINDEN
	UAP	ULMUS AMERICANA `PRINCETON` AMERICAN ELM
	UPA	ULMUS PARVIFOLIA `ALLEE` ALLEE LACEBARK ELM
	ZSG	ZELKOVA SERRATA `GREEN VASE` SAWLEAF ZELKOVA
	ZSF	ZELKOVA SERRATA `FASTIGIATA` FASTIGIATE JAPANESE ZELKOVA
DECIDUOUS UNDERSTORY TREES		
	ACB	ACER BUERGERIANUM `ABMTF` AERYN® TRIDENT MAPLE
	CCA2	CERCIS CANADENSIS 'HEARTS OF GOLD' HEARTS OF GOLD REDBUD
	CVW	CHIONANTHUS VIRGINICUS WHITE FRINGETREE
	LNX3	LAGERSTROEMIA X `NATCHEZ` WHITE CRAPE MYRTLE
	PIC	PISTACIA CHINENSIS 'GREEN STREET' GREEN STREET CHINESE PISTACHE
EVERGREEN TREES		
	CDD	CEDRUS DEODARA DEODAR CEDAR
	CJJ	CRYPTOMERIA JAPONICA JAPANESE CEDAR
	IOC	ILEX OPACA `CAROLINA #2` CAROLINA #2 AMERICAN HOLLY
	INS	ILEX X `NELLIE R STEVENS` NELLIE STEVENS HOLLY
	IAF	ILEX X ATTENUATA `FOSTER NO. 2` FOSTER NO. 2 HOLLY
	JVE	JUNIPERUS VIRGINIANA EASTERN RED CEDAR
	MGB	MAGNOLIA GRANDIFLORA `BRACKENS BROWN BEAUTY` BRACKEN`S SOUTHERN MAGNOLIA
UNDERSTORY TREES		
	CCF	CERCIS CANADENSIS `FLAME` EASTERN RED BUD
DECIDUOUS SHRUBS		
	AZEN	AZALEA ENCORE TM ENCORE AZALEA
	CAAB	CALLICARPA AMERICANA AMERICAN BEAUTYBERRY
	FIBF	FORSYTHIA X INTERMEDIA BORDER FORSYTHIA
	RHAR	RHUS AROMATICA AROMATIC SUMAC
EVERGREEN SHRUBS		
	AGEG	ABELIA X GRANDIFLORA `EDWARD GOUCHER` GLOSSY ABELIA
	DIBL	DISTYLIUM X 'BLDY02' CAST IN BRONZE® DISTYLIUM
	ICCA	ILEX CORNUTA `CARISSA` CARISSA HOLLY
	ILCS	ILEX CRENATA `STEEDS` STEEDS JAPANESE HOLLY
	ILGL	ILEX GLABRA INKBERRY
	IGNN	ILEX GLABRA `NIGRA` NIGRA INKBERRY
	ILVO	ILEX VOMITORIA INKBERRY
	LCER	LOROPETALUM CHINENSE `EVER RED` EVER RED LOROPETALUM
	LCPD	LOROPETALUM CHINENSE `PURPLE DIAMOND` FRINGE FLOWER
	MOCE	MORELLA CERIFERA WAX MYRTLE
	RISW	RHAPHIOLEPIS INDICA `SNOW WHITE` SNOW WHITE INDIAN HAWTHORN

GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF HOLLY SPRINGS AND NCDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DRIVE, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087

GREENHAWK

VILLAGE AT HARRIS LAKE
MAJOR SUBDIVISION
3313 AVENT FERRY ROAD
NEW HILL, NC 27562

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
C. MICHAEL VAMPRAH, JR.
2088
PRELIMINARY FOR REVIEW PURPOSES ONLY NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	02. 05. 2025	REVISED PER TOWN COMMENTS
2	03. 14. 2025	REVISED PER TOWN COMMENTS
3	05. 16. 2025	REVISED PER TOWN COMMENTS
4	06. 13. 2025	REVISED PER TOWN COMMENTS
5	07. 07. 2025	REVISED PER TOWN COMMENTS
6		

PLAN INFORMATION

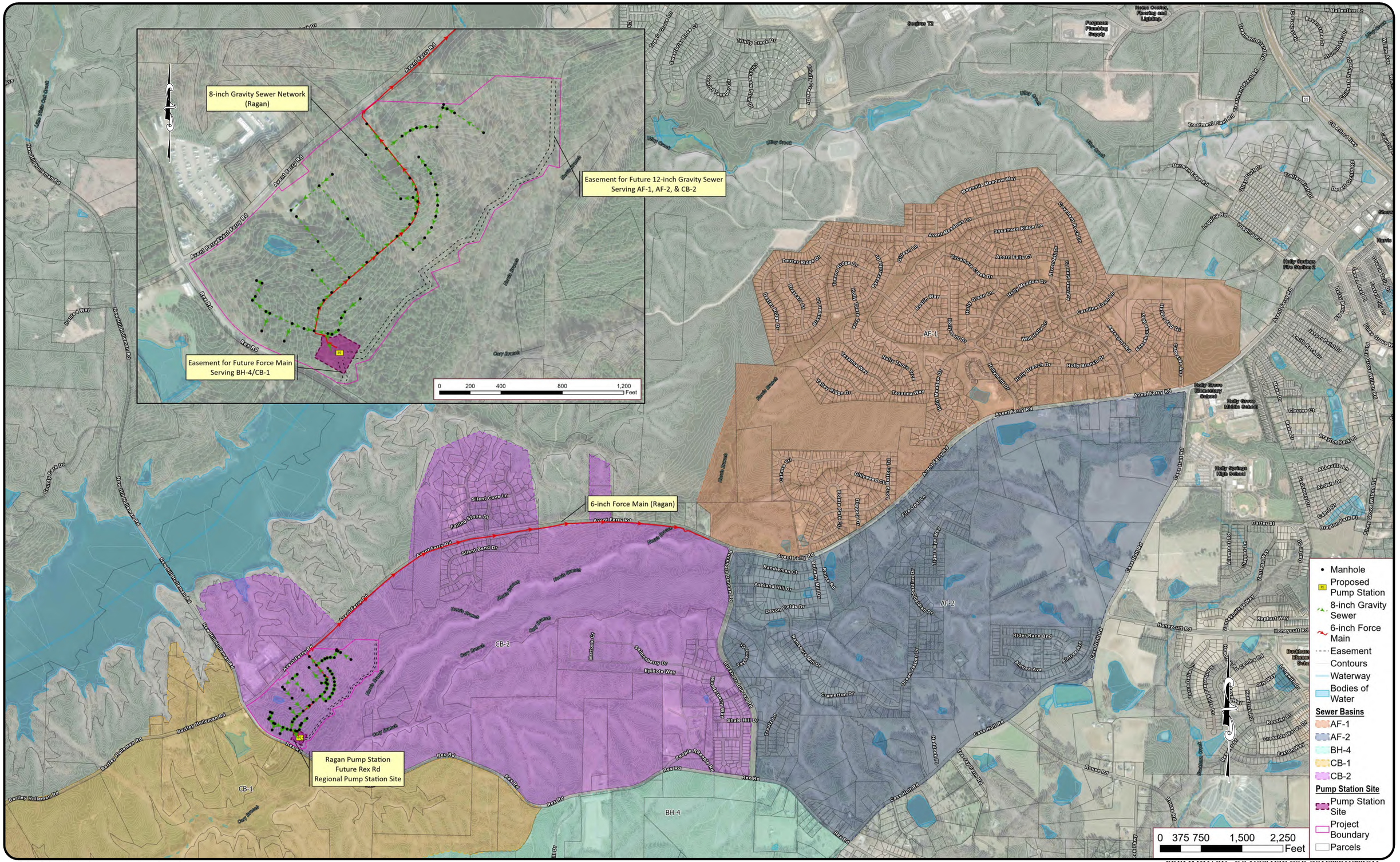
PROJECT NO.	GHK-22001
FILENAME	GHK22001-LS1
CHECKED BY	MV
DRAWN BY	MV
SCALE	1" = 20'
DATE	07. 07. 2025

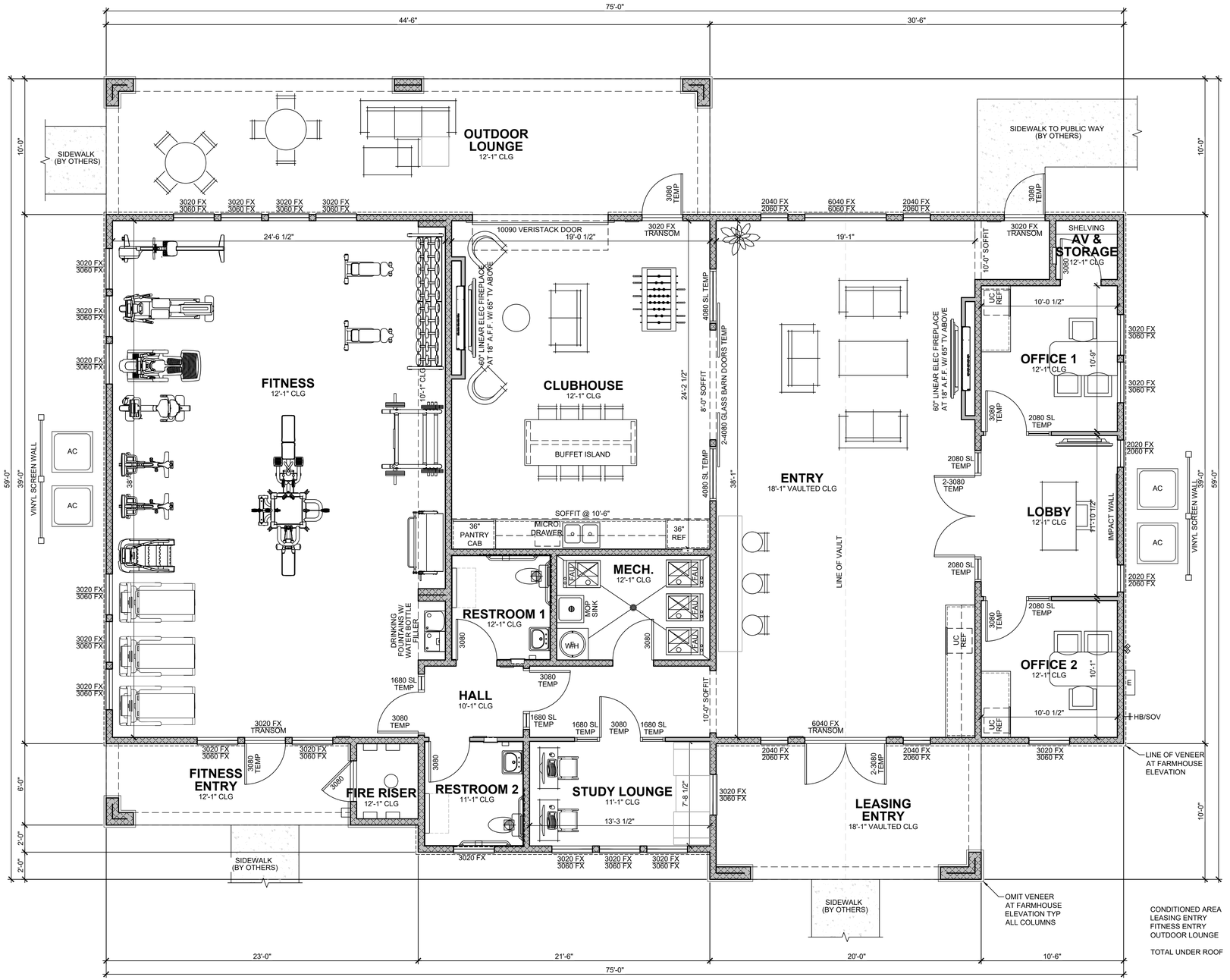
SHEET

AMENITY CENTER

L5.03

X:\Projects\GHK\GHK22001\04-Production\Engineering\Current Drawings\Development Plan\GHK22001-LS1.dwg, 7/7/2025 1:52:24 PM, Savana Bonnett


8-inch Gravity Sewer Network (Ragan)
Easement for Future 12-inch Gravity Sewer Serving AF-1, AF-2, & CB-2
Easement for Future Force Main Serving BH-4/CB-1
6-inch Force Main (Ragan)
Ragan Pump Station
Future Rex Rd
Regional Pump Station Site
AF-1
AF-2
BH-4
CB-1
CB-2
Avent Ferry Rd
Rex Rd
Bartley Holleman Rd
North Branch
Gary Branch
Trinity Creek Dr
Magnolia Meadow Way
Avent Meadows Ln
Sycamore Ridge Ln
Acorn Falls Ct
Holly Springs Elementary School
Holly Grove Middle School
Holly Springs High School
Holly Springs Fire Station 2
Treatment Plant Rd
Berman Edge Rd
Loyalton Rd
Scotts Ridge Rd
Grass Hollow Rd
Honeycutt Rd
Kephart Way
Darby St
Brayton Park Pl
Holly Grove Village Rd
Manor Oak Dr
Chrome Ct
Akinville Ln
Atrakin Dr
Sunoco 72
Ferguson Plumbing Supply
Home Comfort Flooring and Lighting
Manor Oak Dr
Shumard Oak Dr
W Ballentine St
Mims Creek
Utley Creek
Manor Hill Holleman Rd
Bartley Holleman Rd
Rex Rd
Avent Ferry Rd
Silent Cove Ln
Falling Stone Dr
Silent Bend Dr
Gary Branch
Mill Rock Ct
Epidote Way
Shale Hill Dr
Ashland Hill Dr
Dexon Fields Dr
Randleman Ct
Rex Rd
Manor Hill Holleman Rd
Bartley Holleman Rd
Rex Rd
Rex Rd
Rex



CONDITIONED AREA	3131 SF
LEASING ENTRY	196 SF
FITNESS ENTRY	108 SF
OUTDOOR LOUNGE	445 SF
TOTAL UNDER ROOF	3880 SF

FLOOR PLAN
ALL ELEVATIONS 1/4" = 1'-0"

LARGE AMENITY BUILDING (TM4) | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

12-4-2024

YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2024

RIGHT ELEVATION

CRAFTSMAN 1/4" = 1'-0"

FRONT ELEVATION

CRAFTSMAN 1/4" = 1'-0"

LARGE AMENITY BUILDING (TM4) | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

12-4-2024

YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

www.feltengroup.com copyright 2024

LEFT ELEVATION

CRAFTSMAN 1/4" = 1'-0"

REAR ELEVATION

CRAFTSMAN 1/4" = 1'-0"

LARGE AMENITY BUILDING (TM4) | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

12-4-2024

YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

www.feltengroup.com copyright 2024

RIGHT ELEVATION

FARMHOUSE 1/4" = 1'-0"

FRONT ELEVATION

FARMHOUSE 1/4" = 1'-0"

LARGE AMENITY BUILDING (TM4) | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

12-4-2024

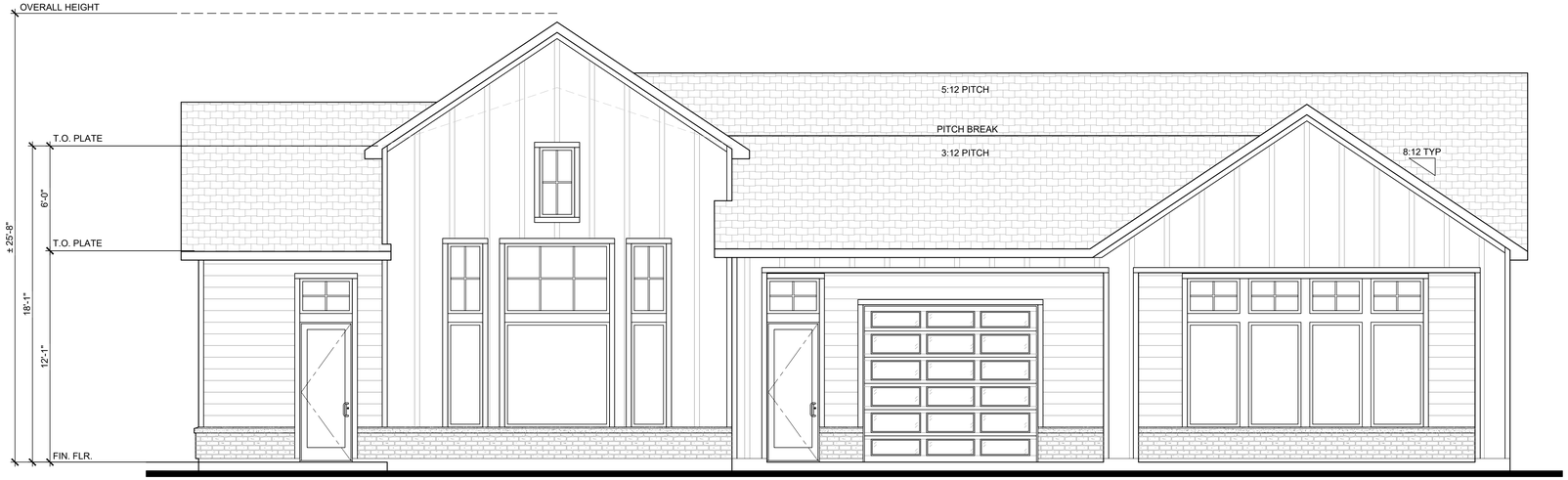
YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

www.feltengroup.com copyright 2024

LEFT ELEVATION

FARMHOUSE 1/4" = 1'-0"



REAR ELEVATION

FARMHOUSE 1/4" = 1'-0"

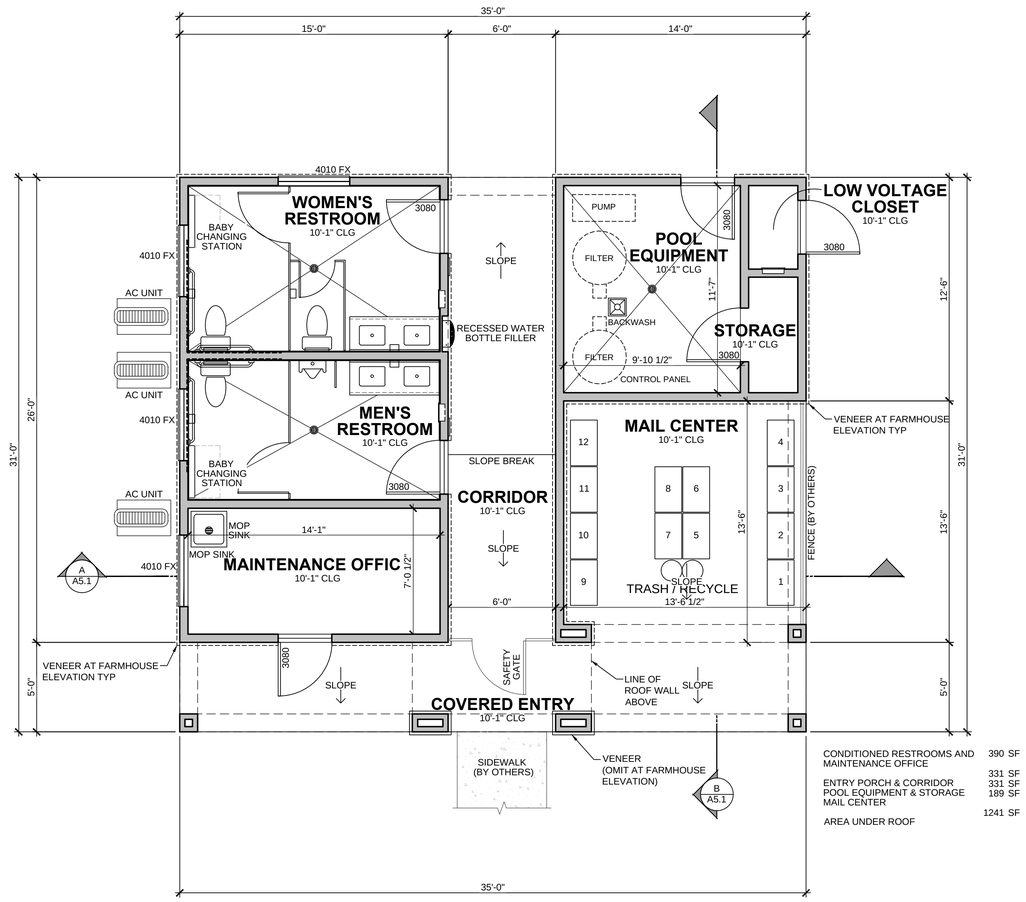
LARGE AMENITY BUILDING (TM4) | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

12-4-2024

YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

www.feltengroup.com copyright 2024



CONDITIONED RESTROOMS AND MAINTENANCE OFFICE	390 SF
ENTRY PORCH & CORRIDOR	331 SF
POOL EQUIPMENT & STORAGE	331 SF
MAIL CENTER	189 SF
AREA UNDER ROOF	1241 SF

FLOOR PLAN

1/4" = 1'-0"

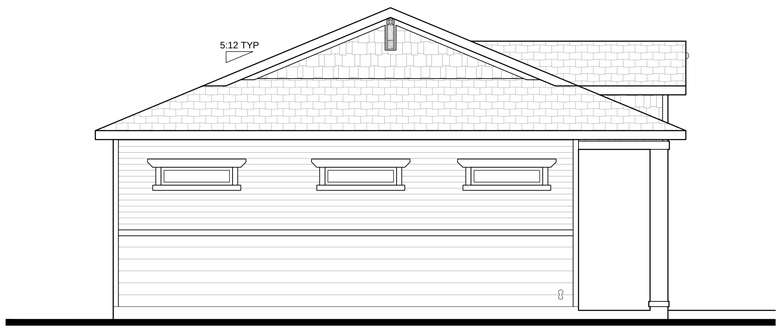
POOL BATH AND MAILBOX BUILDING 2 | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

10-24-2024

YARDLY
BY TAYLOR MORRISON

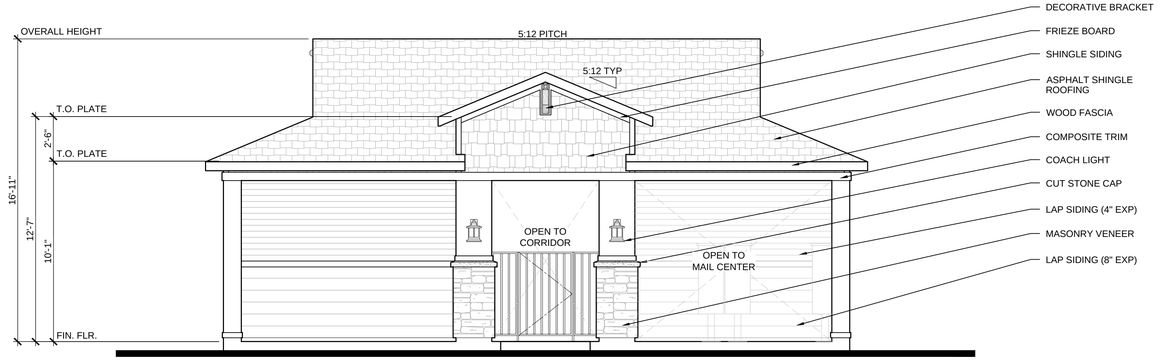
FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2024

REAR ELEVATION
CRAFTSMAN 1/4" = 1'-0"



LEFT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

RIGHT ELEVATION
CRAFTSMAN 1/4" = 1'-0"



FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

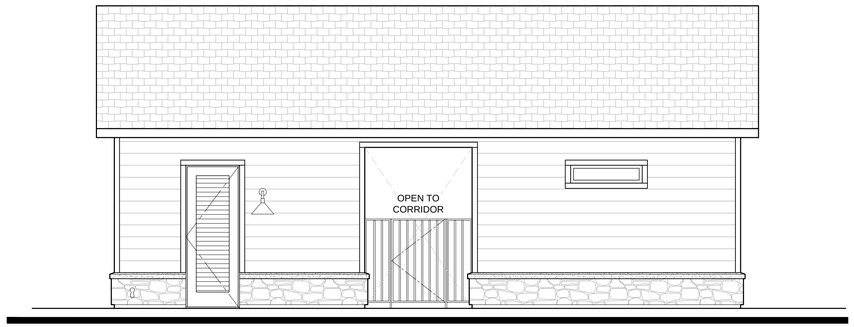
POOL BATH AND MAILBOX BUILDING 2 | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

10-24-2024

YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

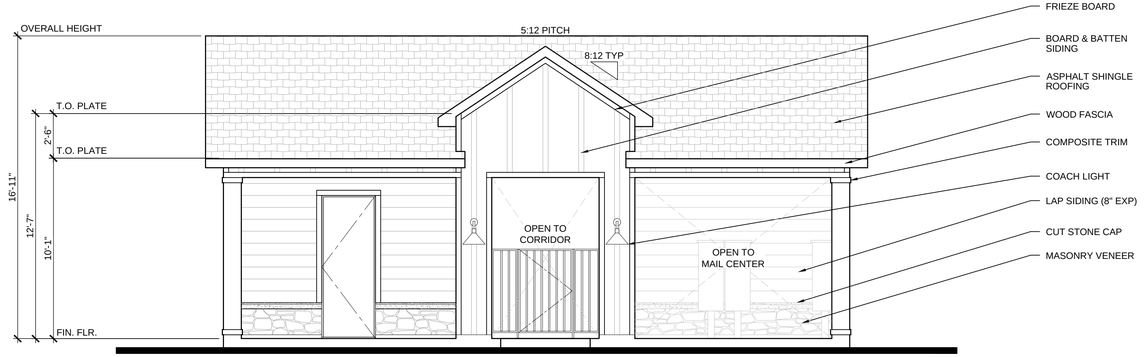
www.feltengroup.com copyright 2024



REAR ELEVATION
FARMHOUSE 1/4" = 1'-0"

LEFT ELEVATION
FARMHOUSE 1/4" = 1'-0"

RIGHT ELEVATION
FARMHOUSE 1/4" = 1'-0"



FRONT ELEVATION
FARMHOUSE 1/4" = 1'-0"

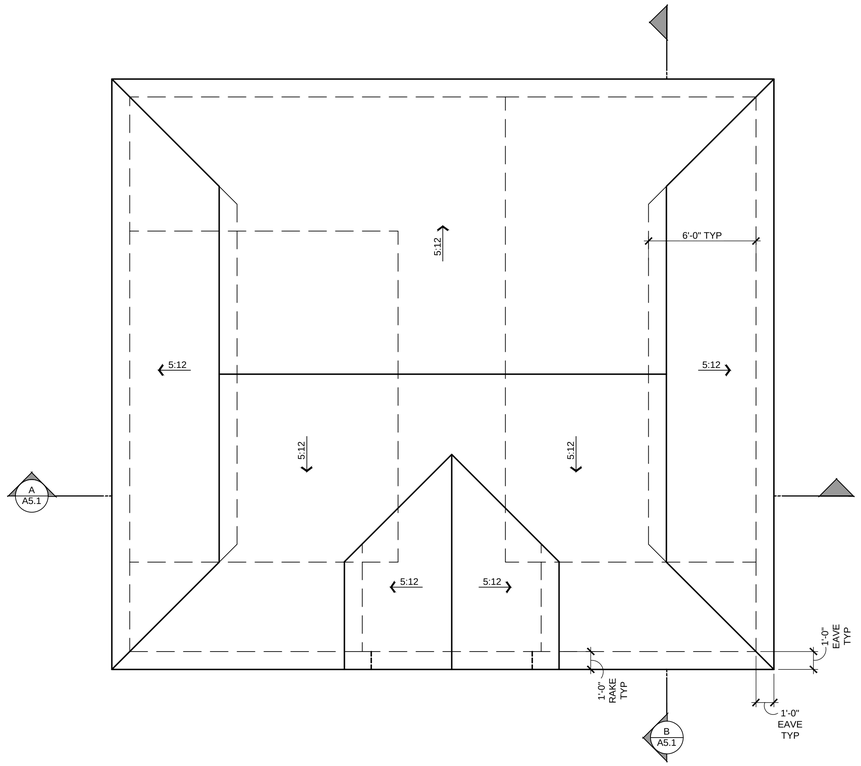
POOL BATH AND MAILBOX BUILDING 2 | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

10-24-2024

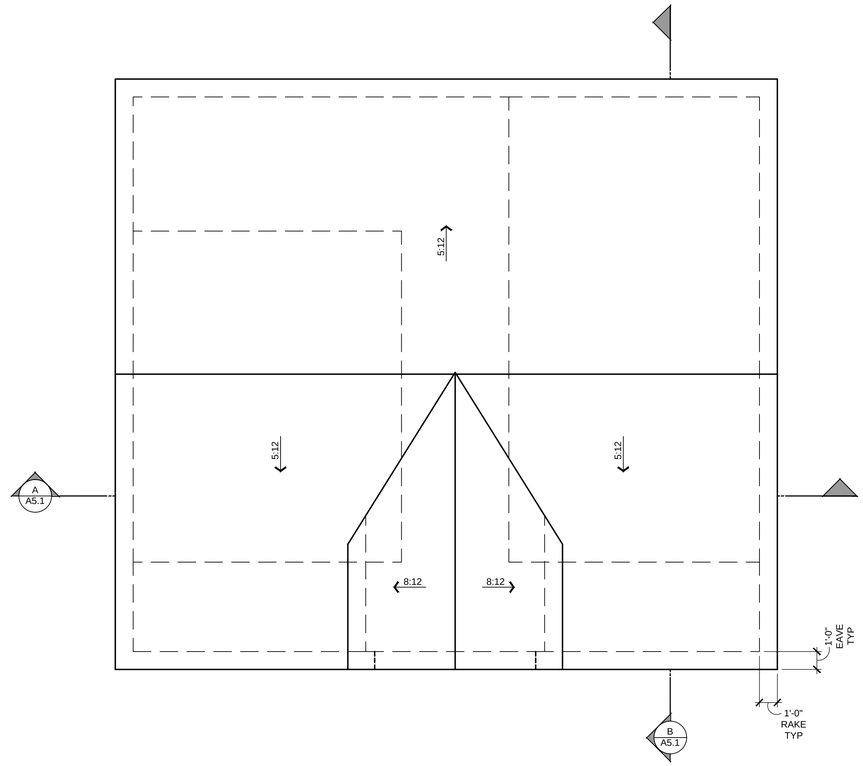
YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

www.feltengroup.com copyright 2024

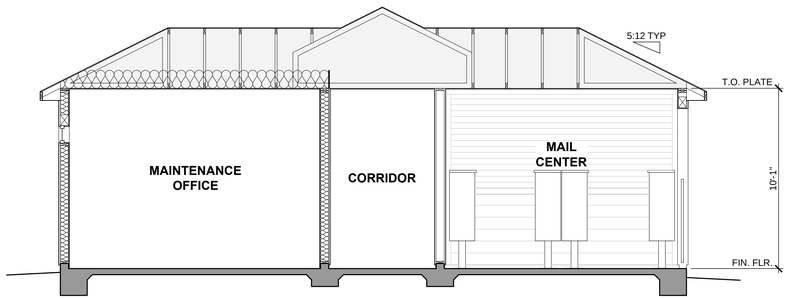


ROOF PLAN
CRAFTSMAN 1/4" = 1'-0"

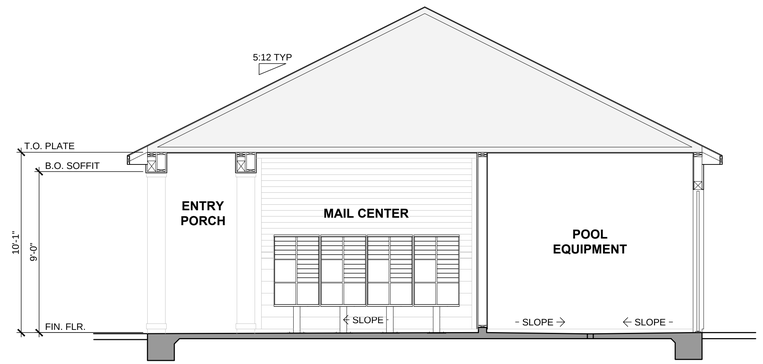


ROOF PLAN
FARMHOUSE 1/4" = 1'-0"

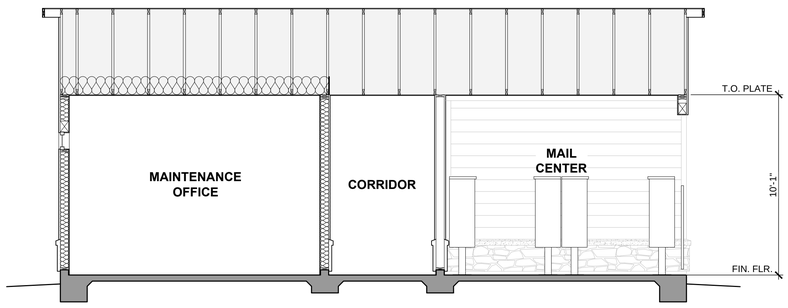
copyright 2024



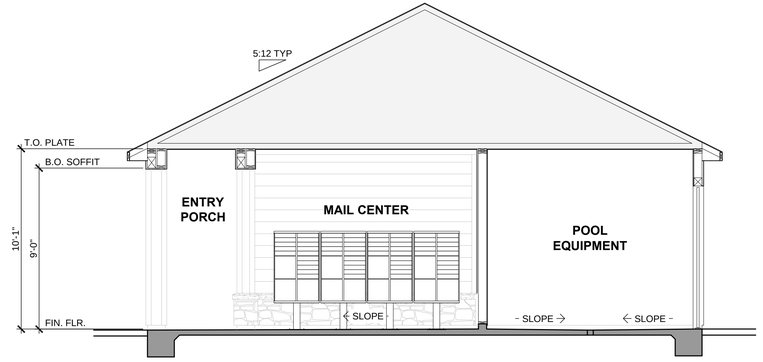
SECTION A
CRAFTSMAN 1/4" = 1'-0"



SECTION B
CRAFTSMAN 1/4" = 1'-0"



SECTION A
FARMHOUSE 1/4" = 1'-0"



SECTION B
FARMHOUSE 1/4" = 1'-0"

POOL BATH AND MAILBOX BUILDING 2 | YARDLY AMENITY BUILDINGS | CAROLINA REGIONAL PRODUCT

10-24-2024

YARDLY
BY TAYLOR MORRISON

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

www.feltengroup.com copyright 2024

LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"

RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

COLOR SCHEME 1

BUILDING A2 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"

REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"

RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

FRONT ELEVATION
FARMHOUSE 1/4" = 1'-0"

COLOR SCHEME 2

BUILDING A2 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"

REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"

RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"

FRONT ELEVATION
TRADITIONAL 1/4" = 1'-0"

COLOR SCHEME 3

BUILDING A2 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com

copyright 2023

LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"

RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

COLOR SCHEME 1

BUILDING A3 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"

REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"

RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

FRONT ELEVATION
FARMHOUSE 1/4" = 1'-0"

COLOR SCHEME 2

BUILDING A3 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"

REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"

RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"

FRONT ELEVATION
TRADITIONAL 1/4" = 1'-0"

COLOR SCHEME 3

BUILDING A3 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"

RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

COLOR SCHEME 1

BUILDING B1 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"

REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"

RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

FRONT ELEVATION
FARMHOUSE 1/4" = 1'-0"

COLOR SCHEME 2

BUILDING B1 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"

REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"

RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"

FRONT ELEVATION
TRADITIONAL 1/4" = 1'-0"

COLOR SCHEME 3

BUILDING B1 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"

RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

COLOR SCHEME 1

BUILDING B2 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com

copyright 2023

LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"

REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"

RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

FRONT ELEVATION
FARMHOUSE 1/4" = 1'-0"

COLOR SCHEME 2

BUILDING B2 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"

REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"

RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"

FRONT ELEVATION
TRADITIONAL 1/4" = 1'-0"

COLOR SCHEME 3

BUILDING B2 | YARDLY QUAD BUILDINGS | RAGAN VILLAGE

9-7-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM

www.feltengroup.com copyright 2023

RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"

LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

COLOR SCHEME 1

3-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"

LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"

FRONT ELEVATION
FARMHOUSE 1/4" = 1'-0"

COLOR SCHEME 2

3-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"

REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"

LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"

FRONT ELEVATION
TRADITIONAL 1/4" = 1'-0"

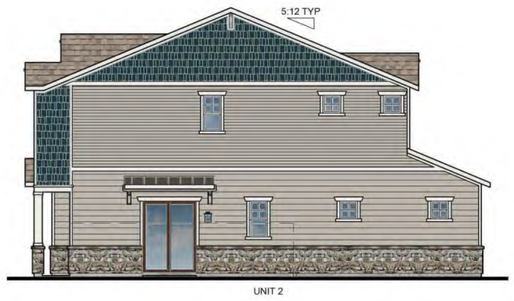
COLOR SCHEME 3

3-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired By You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023



RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"

LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

COLOR SCHEME 1

4-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"

LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"

FRONT ELEVATION
FARMHOUSE 1/4" = 1'-0"

COLOR SCHEME 2

4-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"

REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"

LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"

FRONT ELEVATION
TRADITIONAL 1/4" = 1'-0"

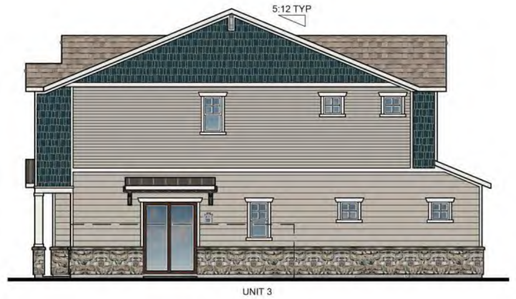
COLOR SCHEME 3

4-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023



RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"

LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"

FRONT ELEVATION
CRAFTSMAN 3/16" = 1'-0"

COLOR SCHEME 1

6-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You.
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"

LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"

FRONT ELEVATION
FARMHOUSE 3/16" = 1'-0"

COLOR SCHEME 2

6-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"

REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"

LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"

FRONT ELEVATION
TRADITIONAL 3/16" = 1'-0"

COLOR SCHEME 3

6-PLEX | YARDLY TOWNHOME | CAROLINA REGIONAL PRODUCT

8-9-2023

taylor morrison
Homes Inspired by You
4900 N Scottsdale Rd #2000,Scottsdale, AZ 85251
Phone: (480) 840-8100

FELTENGROUP
PHONE: 602.867.2500 WWW.FELTENGROUP.COM
www.feltengroup.com
copyright 2023

RAGAN

PRELIMINARY PUMP STATION SITE PLAN

HOLLY SPRINGS, NORTH CAROLINA
PROJECT NUMBER: GHK - 22001
TOHS PROJECT: 24-MAS-03

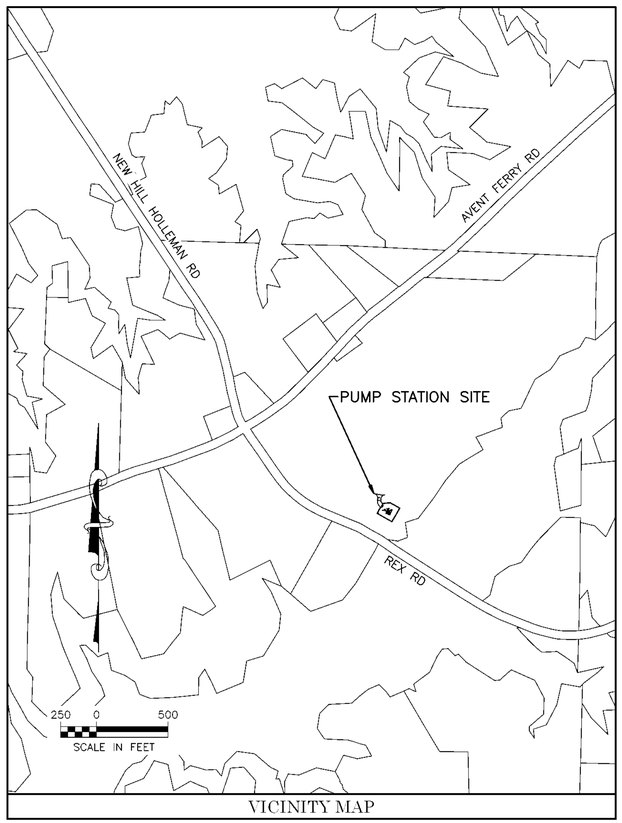
WAKE COUNTY PIN: 0627890439

DATE: FEBRUARY 2025

PRELIMINARY PUMP STATION SITE PLAN
APPROVED: XXXX XX, 2025

Sheet Index

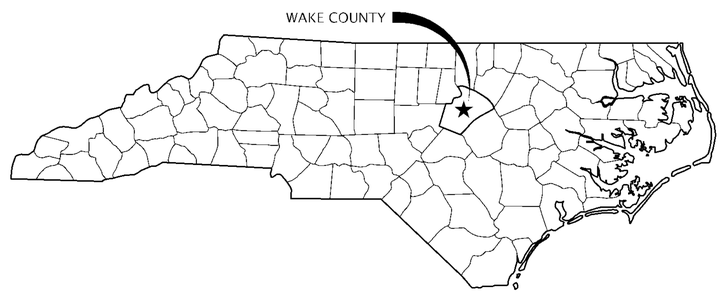
SHEET NUMBER	SHEET TITLE
GENERAL	
--	Cover Sheet
C-1	SEWER BASINS PLAN
Pump Station	
PS-1	Existing Conditions
PS 2	Pump Station Site
PS-3	Turning Template
PS-4	Grading Plan
PS-5	Utility Plan
PS-6	Landscape Plan
PS-7	FM Location Plan I
PS-8	FM Location Plan II
PS-9	FM LOCATION PLAN III



VICINITY MAP

INFRASTRUCTURE TABLE		
DESCRIPTION	QUANTITY	NOTES
GRAVITY SEWER	162 LF	
SANITARY SEWER MANHOLE	2	
FORCE MAIN	10,169 LF	
FORCE MAIN VALVE	1	

DEVELOPER:
GREENHAWK CO
1330 SUNDAY DR. #105
RALEIGH, NC 27607
(919)-861-2929



COUNTY LOCATION MAP
NTS

LKC Engineering
Landscape Architecture
Surveying

LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437

lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

811 Know what's below. Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

THE JOHN R. McADAMS COMPANY, INC.

2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com
Contact: Marco R. Menendez
memendez@mcadamsco.com

MCADAMS

L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01 Cover Sheet.dwg; Last Saved By: COOPER, 5/12/2025 5:06:51 PM; Cover Sheet; Plotted By: Cooper Francis, 05/13/25 02:38:06 PM
XREFs: Greenhawk-24.01-CoverBlock, Greenhawk-24.01-Wake Parcels, Greenhawk-24.01-PS Plan, PRE_PE=PRE_PE.dwg, Greenhawk-24-PS Site; IMAGE: L:\Greenhawk-24.01 - Ragan PS\600 Design\from McAdams\PDF images\2023-10-19 GHK22001 Ragan Mixed-Use Overall Master Plane28e8b51.png

8-inch Gravity Sewer Network (Ragan)

Easement for Future 12-inch Gravity Sewer Serving AF-1, AF-2, & CB-2

Easement for Future Force Main Serving BH-4/CB-1

6-inch Force Main (Ragan)

Ragan Pump Station
Future Rex Rd
Regional Pump Station Site

AF-1

AF-2

BH-4

CB-1

CB-2

0 200 400 800 1,200 Feet

0 375 750 1,500 2,250 Feet

- Manhole
- Proposed Pump Station
- 8-inch Gravity Sewer
- 6-inch Force Main
- Easement
- Contours
- Waterway
- Bodies of Water

Sewer Basins
- AF-1
- AF-2
- BH-4
- CB-1
- CB-2

Pump Station Site
- Pump Station Site
- Project Boundary
- Parcels

FILENAME: Sewer Basins Plan.dwg; Layout=Sewer Basins Plan

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\01 General\Sewer Basins Plan.dwg; Last Saved By: COOPER, 5/12/2025 5:06:52 PM; Sewer Basins Plan; Plotted By: Cooper Francis, 05/13/25 02:44:17 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Orthos, Ragan Base-GHK22001z, PRE_PE=PRE_PE.dwg, Preliminary Site Contours; IMAGE: C:\Users\Adrian\Downloads\OC610_37_000_20062702_20210217_0329R0.sid

REVISIONS:

McADAMS

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

LKC Engineering
Landscape Architecture
Surveying

LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437

lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

PROJECT NO.	GHK – 22001
DESIGNED BY:	RR
DRAWN BY:	RR, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

Sewer Basins Plan

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO. C-1

McADAMS

PRINT DATE:

L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station Existing Cond.dwg, Last Saved By: COOPER, 5/13/2025 2:15:27 PM; Plotted By: Cooper Francis, 05/13/25 02:38:14 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Ortnes, Ragan Base-GHK220012, PRE_PE-PRE_PE.dwg, Preliminary Site Contours; IMAGE: C:\Users\Adrian\Downloads\OC60_37_000_20052702_20210217_0329R0.sid

FILENAME: Greenhawk-24.01-Pump Station Existing Cond.dwg: Layout=Existing Conditions

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McADAMS
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying
LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
lkcengineering.com
License No. P-1095

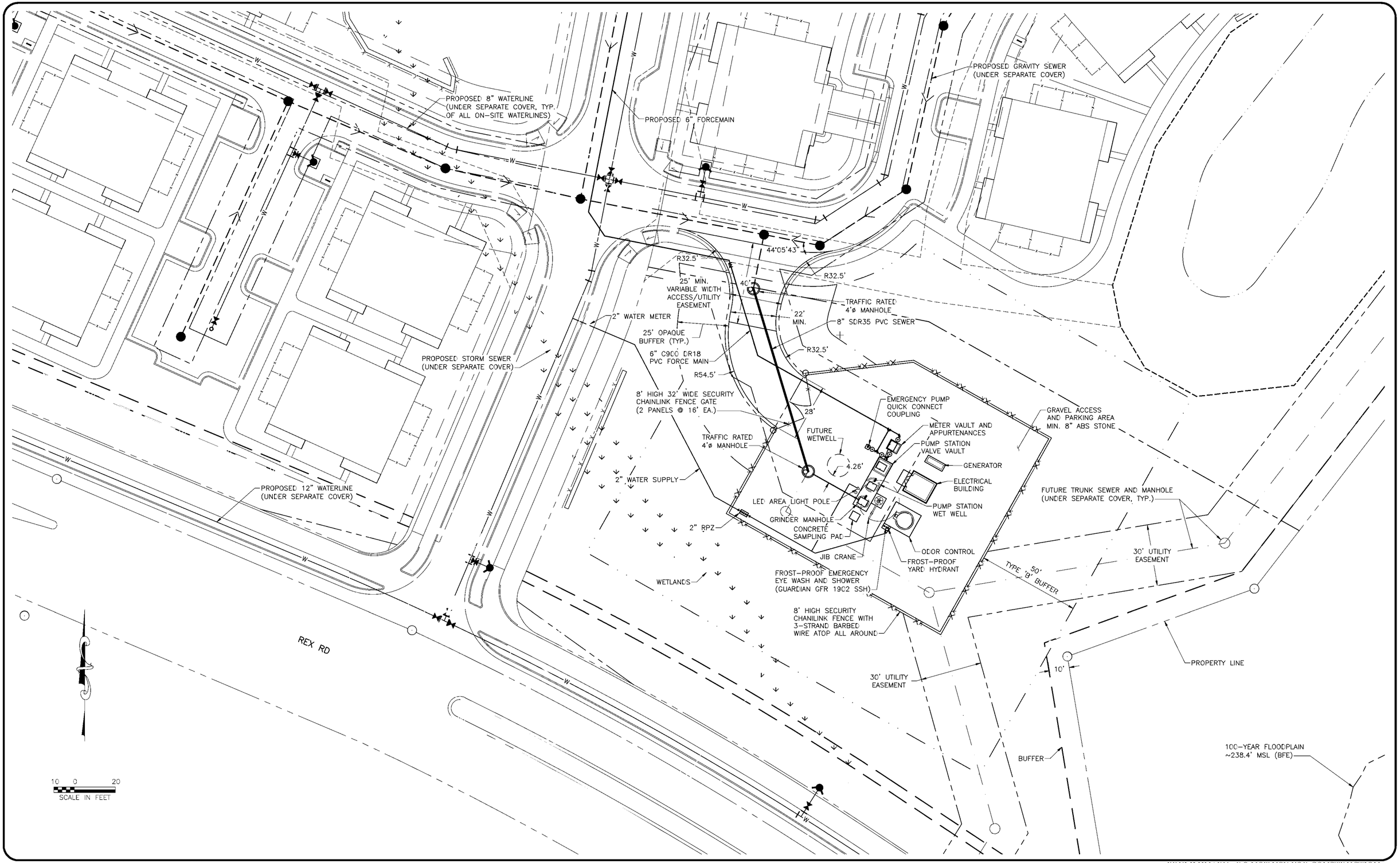
PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

PROJECT NO.	GHK – 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

Existing Conditions

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS-1
McADAMS
PRINT DATE:



L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station Site.dwg; Last Saved By: COOPER, 5/13/2025 2:15:16 PM; PS Site; Plotted By: Cooper Francis, 05/13/25 02:38:19 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Cntrbs, Ragan Base-GHK220012, PRE_PE-PRE_PE.dwg, Preliminary Site Contours, IMAGE: C:\Users\Adrian\Downloads\OC650_37_000_20052702_20210217_0329R0.sid

FILENAME: Greenhawk-24.01-Pump Station Site.dwg; Layout=PS Site

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McADAMS

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying

LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437

lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

PROJECT NO.	GHK – 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

Pump Station Site

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS 2

McADAMS

PRINT DATE:

L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station Turning Template.dwg, Last Saved By: COOPER, 5/13/2025 2:14:57 PM; Turning Template; Plotted By: Cooper Francis, 05/13/25 02:38:23 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Ortho, Ragan Base-GHK220017z, PRE_PE=PRE_PE.dwg, Preliminary Site Contours; IMAGE: C:\Users\Adrian\Downloads\OC160_37_000_20056702_20210217_0329R0.sid

WB-50 TRUCK TURNING TEMPLATE

R32.5'

R32.5'

25' MIN. VARIABLE WIDTH ACCESS/UTILITY EASEMENT

22'

25' OPAQUE BUFFER (TYP.)

R32.5'

R54.5'

8' HIGH 32' WIDE SECURITY CHAINLINK FENCE GATE (2 FANELS @ 16' EA.)

28'

32'

WB-50 TRUCK TURNING TEMPLATE

GRAVEL ACCESS AND PARKING AREA MIN. 8" ABS STONE

TYPE 'B' BUFFER

WETLANDS

8' HIGH SECURITY CHANILINK FENCE WITH 3-STRAND BARBED WIRE ATOP ALL AROUND

REX RD

10'

BUFFER

100-YEAR FLOODPLAIN ~238.4' MSL (BFE)

10 0 20
SCALE IN FEET

FILENAME: Greenhawk-24.01-Pump Station Turning Template.dwg; Layout=Turning Template

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

LKC Engineering
Landscape Architecture
Surveying

LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437

lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

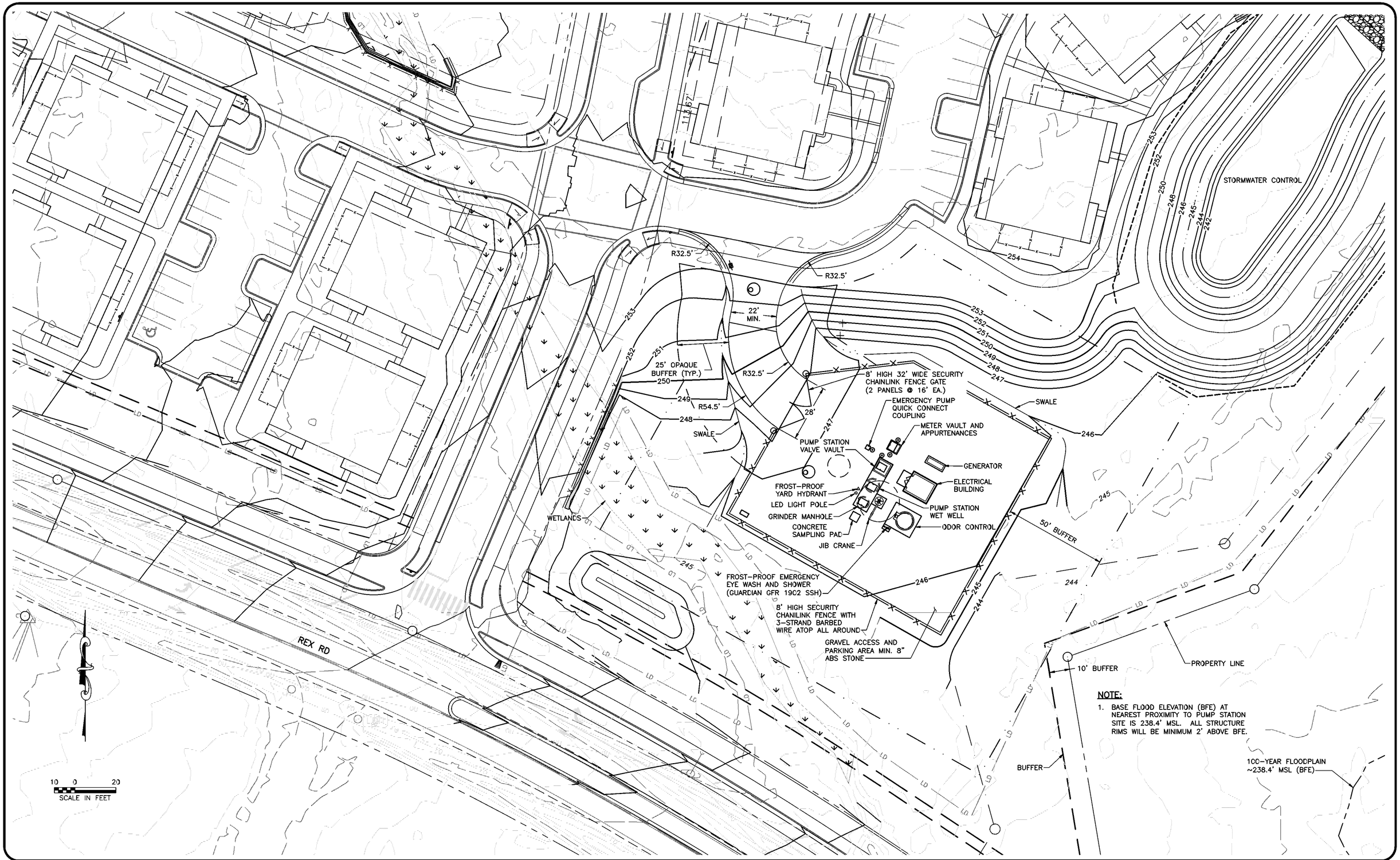
PROJECT NO.	GHK – 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

Turning Template

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS-3
McADAMS
REVISED:

L:\GREENHAWK-24.01 - RAGAN PS\600 DRAWINGS\610 DESIGN DRAWINGS\02 CIVIL\Greenhawk-24.01-Pump Station Grading Plan.dwg; Last Saved By: COOPER, 5/13/2025 2:43:01 PM; Grading Plan; Plotted By: Cooper Francis, 05/13/25 02:43:50 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Orthos, Ragan Base-GHK220012, PRE_PE=PRE_PE.dwg, Preliminary Site Contours; IMAGE: C:\Users\Adrian\Downloads\OC680_37_000_20082702_20210217_0329R0.sid



NOTE:

1. BASE FLOOD ELEVATION (BFE) AT NEAREST PROXIMITY TO PUMP STATION SITE IS 238.4' MSL. ALL STRUCTURE RIMS WILL BE MINIMUM 2' ABOVE BFE.

FILENAME: Greenhawk-24.01-Pump Station Grading Plan.dwg; Layout=Grading Plan

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McADAMS
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying
LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

PROJECT NO.	GHK - 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

Grading Plan

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS-4
McADAMS
PRINT DATE:

L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station Utility Plan.dwg; Last Saved By: COOPER, 5/13/2025 2:15:48 PM; Utility Plan; Plotted By: Cooper Francis, 05/13/25 02:38:33 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Ortho4, Ragan Base-GHK220017z, PRE_PE-PRE_PE.dwg, Preliminary Site Contours; IMAGE: C:\Users\Aaron\Downloads\OC650_37_G00_20062702_20211217_0329Rad.sid

PROPOSED 8" WATERLINE (UNDER SEPARATE COVER, TYP. OF ALL ON-SITE WATERLINES)

PROPOSED 6" FORCEMAIN

PROPOSED GRAVITY SEWER (UNDER SEPARATE COVER)

25' MIN. VARIABLE WIDTH ACCESS/UTILITY EASEMENT

R32.5'

2" WATER METER

22' MIN.

8" SDR 35 PVC SEWER

PROPOSED STORM SEWER (UNDER SEPARATE COVER)

6" C900 DR18 PVC FORCE MAIN

PROPOSED WATER LINE (UNDER SEPARATE COVER)

R54.5'

28'

PROPOSED PUMP STATION PROPERTY LINE

2" WATER SERVICE

25' OPAQUE BUFFER (TYP.)

EMERGENCY PUMP QUICK CONNECT COUPLING

PUMP STATION WET WELL

METER VAULT AND APPURTENANCES

GRAVEL ACCESS AND PARKING AREA MIN. 8" ABS STONE

8' HIGH 32' WIDE SECURITY CHAINLINK FENCE GATE (2 PANELS @ 16')

FROST-PROOF YARD HYDRANT

GENERATOR

ELECTRICAL BUILDING

FUTURE WETWELL

GRINDER MANHOLE

PUMP STATION VALVE VAULT

50' BUFFER

CONCRETE SAMPLING PAD

2" RPZ

JIB CRANE

ODOR CONTROL

30' UTILITY EASEMENT

WETLANDS

FROST-PROOF EMERGENCY EYE WASH AND SHOWER (GUARDIAN GFR 19C2 SSH)

8' HIGH SECURITY CHAINLINK FENCE WITH 3-STRAND BARBED WIRE ATOP ALL AROUND

PROPOSED 12" WATERLINE (UNDER SEPARATE COVER)

REX RD

10'

30' UTILITY EASEMENT

BUFFER

100-YEAR FLOODPLAIN ~238.4' MSL (BFE)

10 0 20
SCALE IN FEET

FILENAME: Greenhawk-24.01-Pump Station Utility Plan.dwg; Layout=Utility Plan

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McADAMS
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying
LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
lkcengineering.com
License No. P-1095

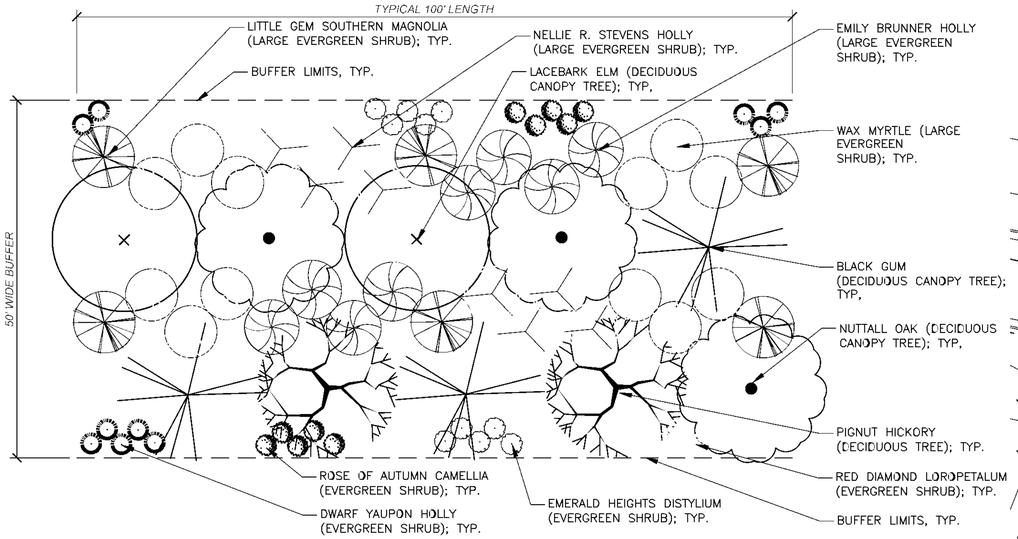
PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

PROJECT NO:	GHK – 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

Utility Plan

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS-5
McADAMS
PRINT DATE:



QTY PER 100'	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES				
3	CARYA GLABRA	PIGNUT HICKORY	2 1/2" DBH MIN.; 8' HT. MIN.	DECIDUOUS
3	NYSSA SYLVATICA	BLACK GUM	2 1/2" DBH MIN.; 8' HT. MIN.	DECIDUOUS
3	QUERCUS NUTTALLII	NUTTALL OAK	2 1/2" DBH MIN.; 8' HT. MIN.	DECIDUOUS
3	ULMUS PARVIFLORA 'UPMTF' PP#11,295 BOSQUE	BOSQUE LACEBARK ELM	2 1/2" DBH MIN.; 8' HT. MIN.	DECIDUOUS
SHRUBS				
10	CAMELLIA SASANQUA 'ROSE OF AUTUMN'	ROSE OF AUTUMN CAMELLIA	5 GAL. MIN; 18" HT MIN.	EVERGREEN; FULL TO GROUND
10	DISTYLIUM HYBRID 'PPDIST-1' PP#24,410 EMERALD HEIGHTS	EMERALD HEIGHTS DISTYLIUM	5 GAL. MIN; 18" HT MIN.	EVERGREEN; FULL TO GROUND
10	ILEX VOMITORIA NANA	DWARF YAUPON HOLLY	5 GAL. MIN; 15" HT MIN.	EVERGREEN; FULL TO GROUND
8	ILEX X EMILY BRUNNER	EMILY BRUNNER HOLLY	8' HT. MIN.	EVERGREEN; FULL TO GROUND
8	ILEX X NELLIE R STEVENS	NELLIE R STEVENS HOLLY	8' HT. MIN.	EVERGREEN; FULL TO GROUND
10	LOROPETALUM CHINENSE 'SHANG RED'	RED DIAMOND LOROPETALUM	5 GAL. MIN. 18" HT MIN.	EVERGREEN; FULL TO GROUND
6	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM SOUTHERN MAGNOLIA	8' HT. MIN.	EVERGREEN; FULL TO GROUND
12	MYRICA CERIFERA	WAX MYRTLE	8' HT. MIN.	EVERGREEN; FULL TO GROUND

NOTES:

1. *ALL PLANT SIZES TO BE CONSIDERED MINIMUM.*
2. *NO PLANT SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR APPROVAL BY LANDSCAPE ARCHITECT.*

PLANT SCHEDULE

TOWN OF HOLLY SPRINGS – UDO SECTION 5.3.1 PERIMETER BUFFER

TYPE C: OPAQUE

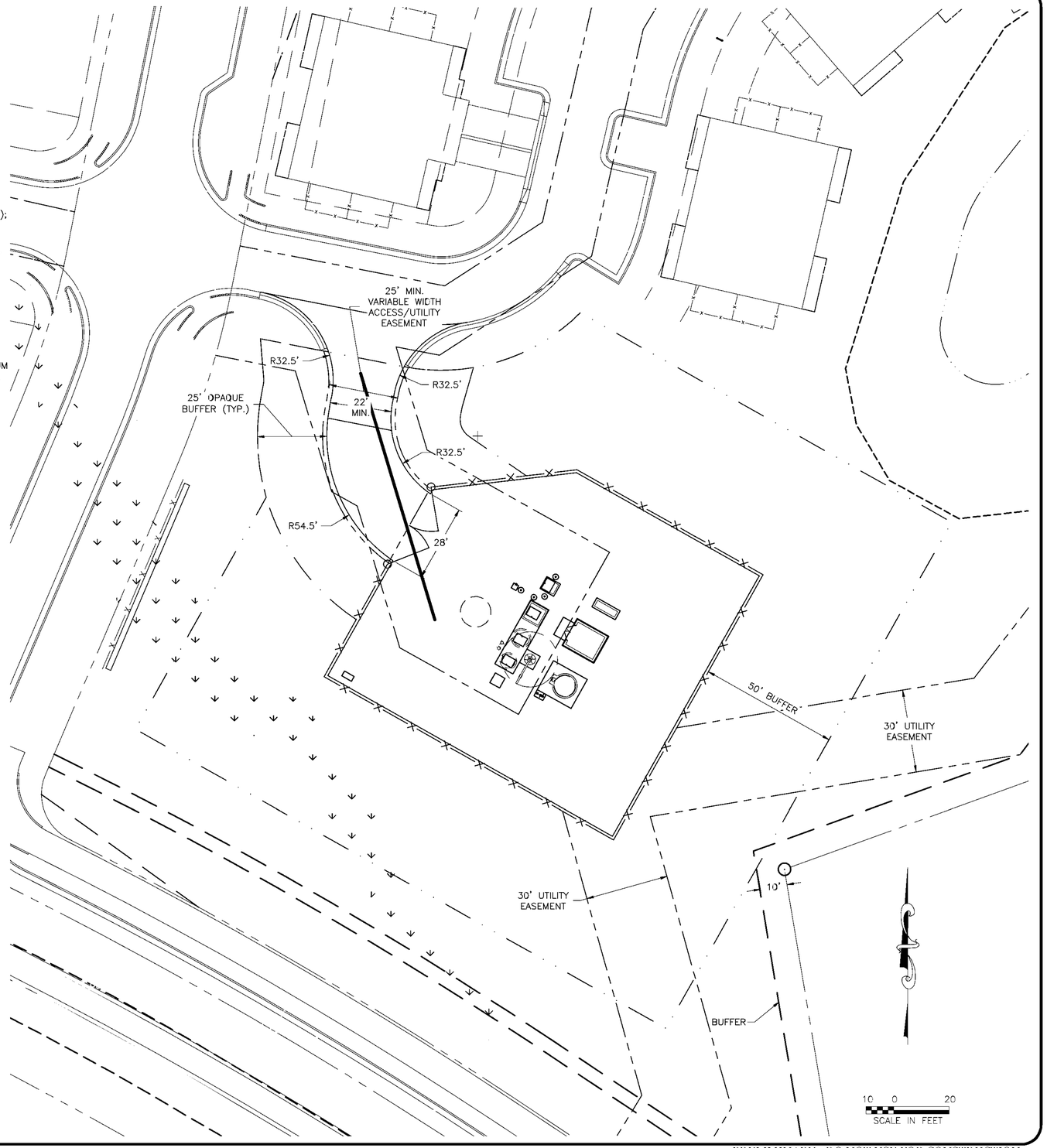
OPAQUE LANDSCAPING SHALL BE DESIGNED TO CREATE A SUBSTANTIAL SOUND AND VISUAL BARRIER FROM GRADE TO AT LEAST 8 FEET ABOVE GRADE AT TIME OF PLANTING. TYPE C LANDSCAPING IS INTENDED TO BE PLACED ON LOTS IN HIGHER INTENSITY DISTRICTS WHICH ABUT LOTS LOCATED IN LESSER INTENSE DISTRICTS THAT MAY BE ADVERSELY IMPACTED BY THE LIGHTS, SOUNDS, AND REGULAR OPERATION OF THE HIGHER INTENSITY DISTRICT. TYPE C LANDSCAPING REQUIRES SIGNIFICANT USE OF EVERGREEN VARIETIES TO PROVIDE YEAR-ROUND BUFFERING ACCENTED WITH DECIDUOUS TREES OR SHRUBS/HEDGE PLANTS. ANY EVERGREEN SPECIS THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A TYPE C AREA. (SEE FIGURE 5.3.1-A – PERIMETER BUFFER.)

TYPE C PERIMETER BUFFER STANDARDS PER TABLE 5.3.1-A

* OPACITY: 80%
* DECIDUOUS TREE/FT: 5 TREES PER 100 FT
* PERCENT EVERGREEN: 80%
* SHRUBS/FT: 20 SHRUBS PER 100 FT
* HEIGHT OF BUFFER: 8 FT

NOTE: THERE IS NO STATED STANDARD FOR A 50' OPAQUE BUFFER IN THE HOLLY SPRINGS DEVELOPMENT ORDINANCE. THE PROPOSED BUFFER PLANTING PLAN EXCEEDS THE STANDARD FOR AN OPAQUE SCREEN AS DEFINED IN THE DEVELOPMENT ORDINANCE.

1 / PS 6 — 50' WIDE TYPICAL BUFFER PLANTING
SCALE: 1"= 10'-0"



L:\Greenhawk-24.01 – Ragan PS\300 Drawings\310 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station Landscape Plan.dwg, Last Saved By: COOPER, 5/13/2025 2:19:28 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Ortho1, Ragan Base-GHK220012, PRE_PE-PRE_PE.dwg; IMAGE: C:\Users\Adrian\Downloads\QC650_37_000_20062702_20210217_0329RO.sid
5/13/2025 2:19:28 PM

FILENAME: Greenhawk-24.01-Pump Station Landscape Plan.dwg; Layout=Landscape Plan

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McAdams
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying
LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

PROJECT NO.	GHK – 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

Landscape Plan

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS-6
McADAMS
PRINT DATE:

L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station FM Location Plan.dwg; Last Saved By: COOPER, 5/13/2025 2:37:09 PM; FM Location Plan I; Plotted By: Cooper Francis, 05/13/25 02:38:40 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Orthos, Ragan Base-GHK220012, Greenhawk-24.01-Woke Parcels, PRE_PE=PRE_PE.dwg; IMAGE: C:\Users\Adrian\Downloads\OC610_37_000_20062702_20210217_0329R0.sid

NOTES:

1. FORCEMAIN ALIGNMENT IS PRELIMINARY, FULL PLAN AND PROFILE SHEETS WITH BE PROVIDED AT CD LEVEL SUBMITTAL. FORCEMAIN WILL BE LOCATED OUTSIDE OF EXISTING AND FUTURE PAVEMENT AREAS.
2. 2" SDR13 CONDUIT WITH 48-COUNT FIBER TO BE PROVIDED FROM AVENT FERRY RD TO PROPOSED RAGAN PS. EXACT LOCATION TO BE DETERMINED AT CD LEVEL SUBMITTAL. IN GENERAL FIBER WILL PARALLEL FORCEMAIN AT 5' OFFSET.
3. FOR FORCE MAIN INSTALLATION WITHIN THE SUBDIVISION WHERE 10' LATERAL SEPARATION FROM PROPOSED WATERLINE CANNOT BE MET, INSTALLATION TO FOLLOW DETAIL HS366.

50 0 100
SCALE IN FEET

AVENT FERRY RD

REX RD

PROPOSED 6" FORCE MAIN

POTENTIAL AIR RELEASE VALVE LOCATION

PROPOSED 12" WATERLINE (UNDER SEPARATE COVER)

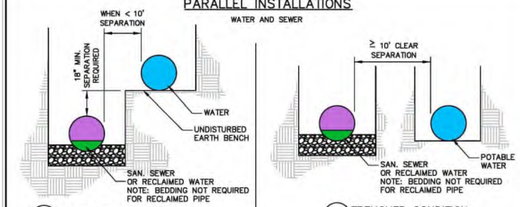
PROPOSED 12" WATERLINE (UNDER SEPARATE COVER)

POTENTIAL AIR RELEASE VALVE LOCATION

PROPOSED PUMP STATION

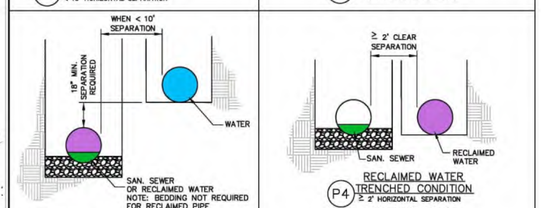
MATCH LINE STA 34+00

PARALLEL INSTALLATIONS
WATER AND SEWER



P1 BENCHED CONDITION
< 10' HORIZONTAL SEPARATION

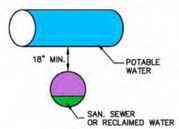
P3 TRENCHED CONDITION
≥ 10' HORIZONTAL SEPARATION



P2 TRENCHED CONDITION
< 10' HORIZONTAL SEPARATION

P4 RECLAIMED WATER TRENCHED CONDITION
≥ 2' HORIZONTAL SEPARATION
NOTE: IF LESS THAN 2' HORIZONTAL SEPARATION, USE (P1) OR (P2) TYPE INSTALLATION

PERPENDICULAR INSTALLATIONS
WATER AND SEWER



P5 WATER / SEWER CROSSING

SEPARATION REQUIRED PER 15A NCAC SUBCHAPTERS 02T AND 18C THE NC ADMINISTRATION CODE.

DRAWING NOT TO SCALE

MINIMUM SEPARATION OF UTILITIES AND OTHER FEATURES
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS366

1/4/22	REVISIONS

FILENAME: Greenhawk-24.01-Pump Station FM Location Plan.dwg; Layout=FM Location Plan I

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McAdams
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying
LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

PROJECT NO.	GHK – 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

FM Location Plan I

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

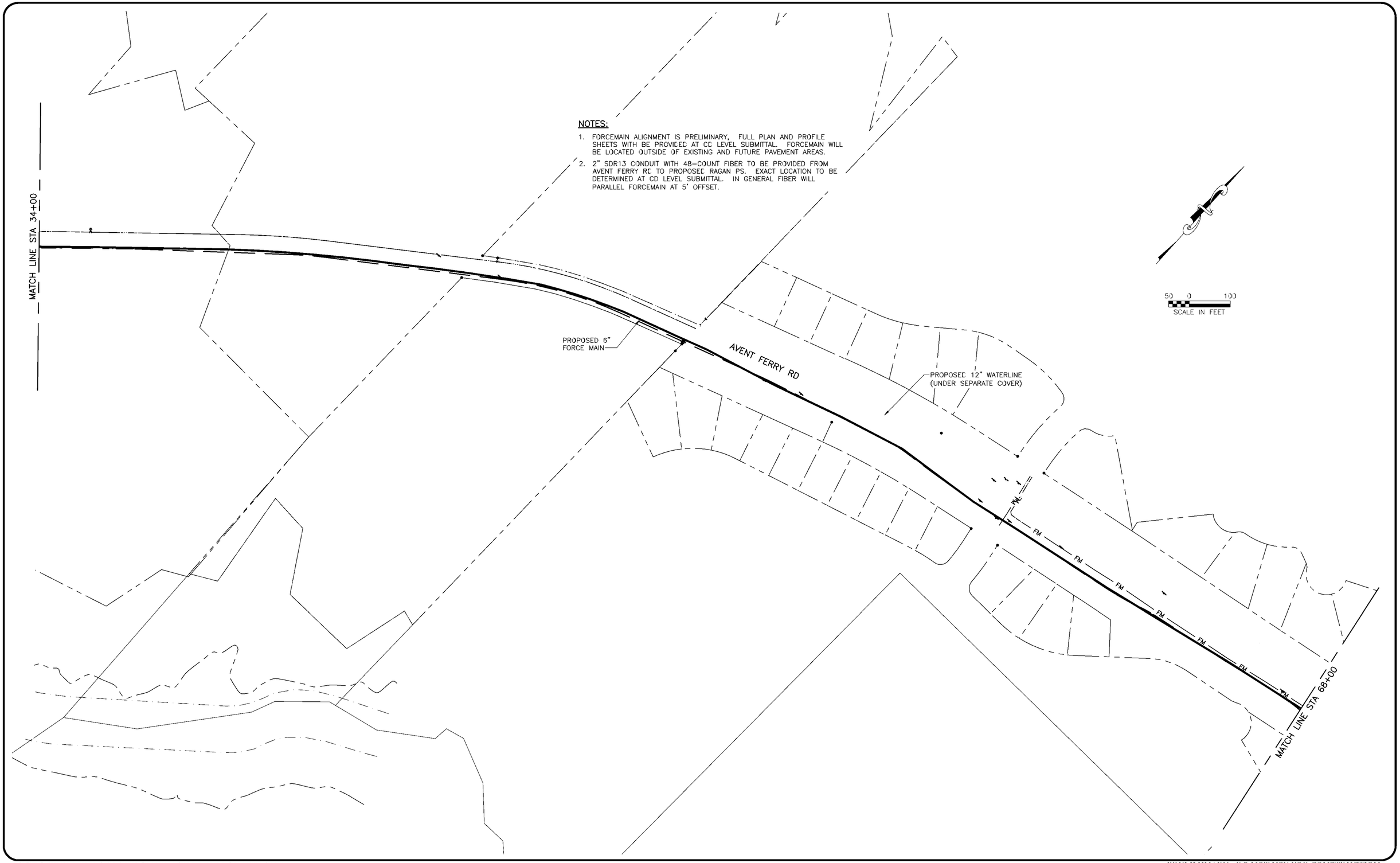
SHEET NO. PS-7

McADAMS

PRINT DATE:

NOTES:

1. FORCEMAIN ALIGNMENT IS PRELIMINARY, FULL PLAN AND PROFILE SHEETS WITH BE PROVIDED AT CD LEVEL SUBMITTAL. FORCEMAIN WILL BE LOCATED OUTSIDE OF EXISTING AND FUTURE PAVEMENT AREAS.
2. 2" SDR13 CONDUIT WITH 48-COUNT FIBER TO BE PROVIDED FROM AVENT FERRY RD TO PROPOSED RAGAN PS. EXACT LOCATION TO BE DETERMINED AT CD LEVEL SUBMITTAL. IN GENERAL FIBER WILL PARALLEL FORCEMAIN AT 5' OFFSET.



L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station FM Location Plan.dwg; Last Saved By: COOPER, 5/13/2025 2:37:00 PM; FM Location Plan II; Plotted By: Cooper Francis, 05/13/25 02:38:41 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Critics, Ragan Base-GHK220012, Greenhawk-24.01-Wake Parcels, PRE_PS-xPRE_PS.dwg, IMAGE: C:\Users\Vadon\Downloads\OC610_37_000_20052702_20210217_0329R0.sid

FILENAME: Greenhawk-24.01-Pump Station FM Location Plan.dwg: Layout=FM Location Plan II

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McADAMS
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying
LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

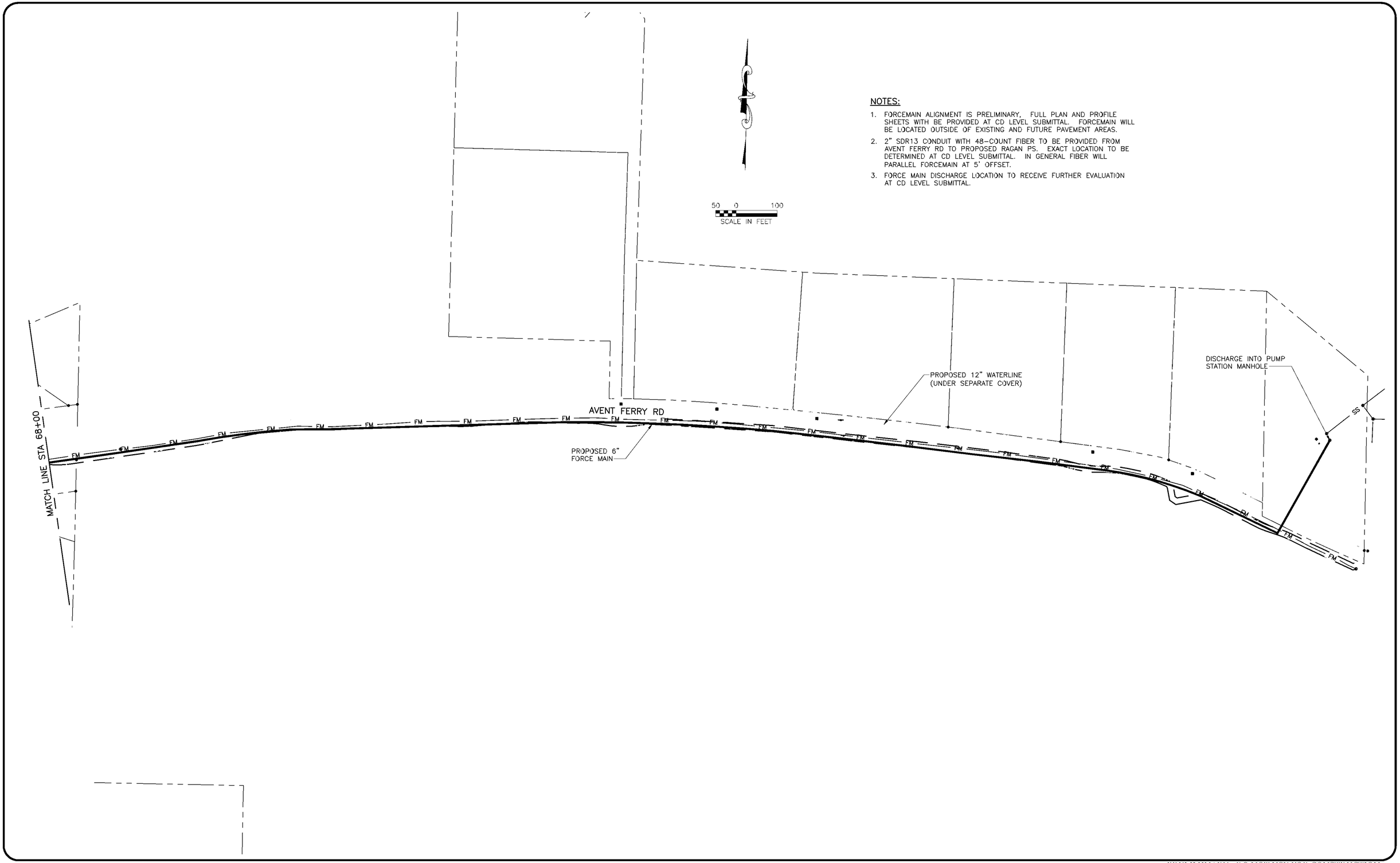
PROJECT NO.	GHK - 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

FM Location Plan II

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS-8
McADAMS
PRINT DATE:

L:\Greenhawk-24.01 - Ragan PS\800 Drawings\810 Design Drawings\02 Civil\Greenhawk-24.01-Pump Station FM Location Plan.dwg; Last Saved By: COOPER, 5/13/2025 2:37:00 PM; FM Location Plan III; Plotted By: Cooper Francis, 05/13/25 02:38:43 PM
XREFs: Greenhawk-24.0 -TitleBlock, Greenhawk-24-PS Site, Greenhawk-24.01-PS Plan, Greenhawk-24.01 Offsite, Ragan Base-GHK220012, Greenhawk-24.01-Wake Parcels, PRE_PE-PRE_PE.dwg; IMAGE: C:\Users\Vadon\Downloads\OC96Q_37_000_20052702_20210217_0329RO.sid



FILENAME: Greenhawk-24.01-Pump Station FM Location Plan.dwg; Layout=FM Location Plan III

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

REVISIONS:

McAdams
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

LKC
Engineering
Landscape Architecture
Surveying
LKC Engineering, pllc
140 Aqua Shed Court
Aberdeen, NC 28315
O: 910.420.1437
lkcengineering.com
License No. P-1095

PRELIMINARY
NOT RELEASED FOR CONSTRUCTION

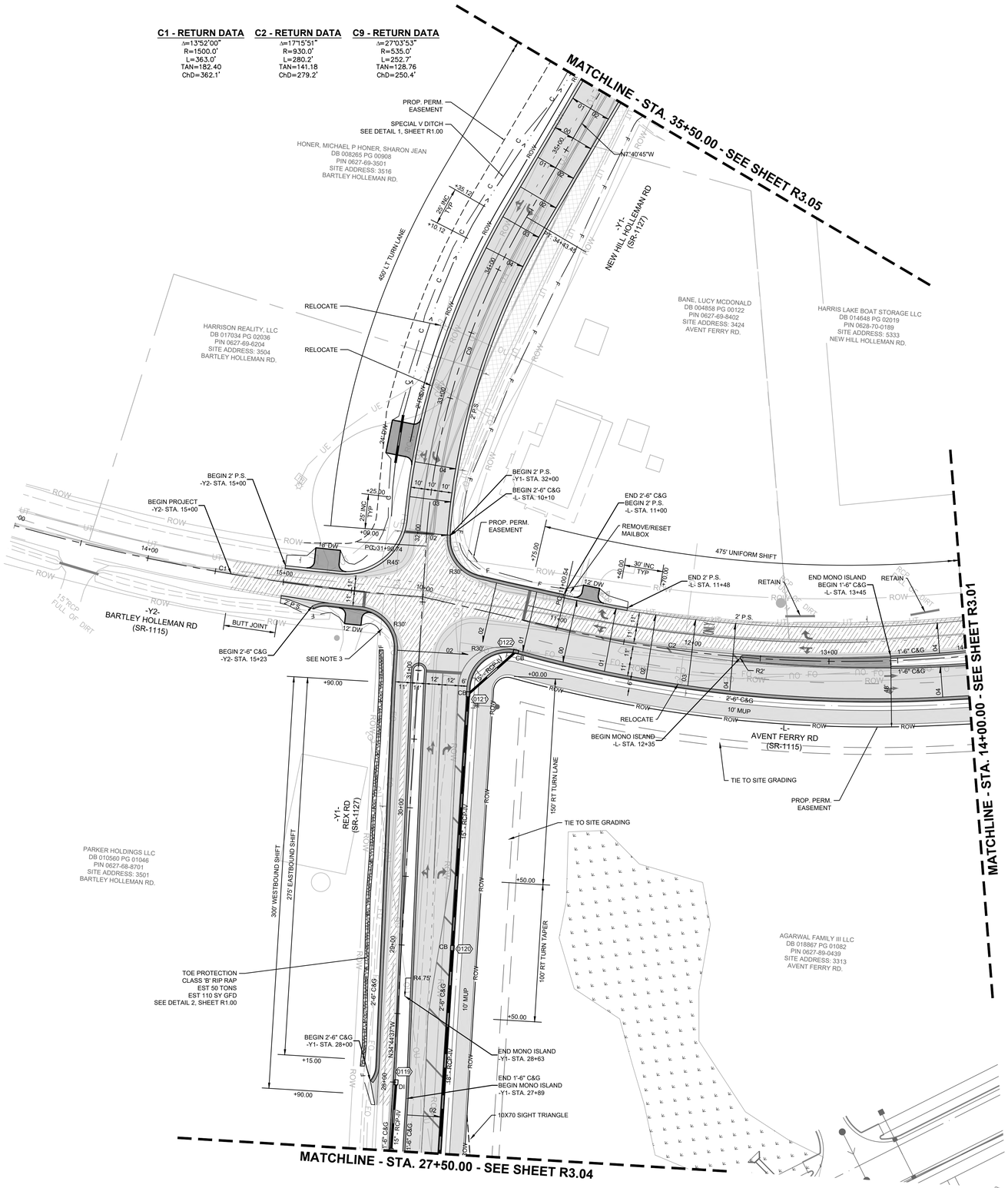
PROJECT NO:	GHK – 22001
DESIGNED BY:	AC, HCF
DRAWN BY:	AC, HCF
CHECKED BY:	BBW
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
DATE:	5/12/2025

FM Location Plan III

RAGAN
PUMP STATION SITE PLAN
HOLLY SPRINGS, NORTH CAROLINA

SHEET NO.
PS-9
McADAMS
PRINT DATE:

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND FOR PROPOSED IMPROVEMENTS	
	PROPOSED FULL DEPTH PAVEMENT
	PROPOSED MILLING & RESURFACING
	PROPOSED CONCRETE/C&G
	PAVEMENT REMOVAL

NOTES:
1. RADII DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER NCDOT STD. 848.02
3. TRAFFIC SIGNAL WILL BE INSTALLED AT THE INTERSECTION OF AVENT FERRY AND REX ROAD SUBJECT TO REVIEW AND APPROVAL BY THE TOWN AND NCDOT.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
300 S MAIN ST, SUITE 200 HOLLY SPRINGS, NC 27540
PHONE: (919) 682-3583 WWW.KIMLEY-HORN.COM
NC FIRM #-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042551 BRYAN T. VICKERY

KHA PROJECT	013666006
DATE	03/28/2025
SCALE	AS SHOWN
DESIGNED BY	GTG
DRAWN BY	DCK
CHECKED BY	BTV

PLAN SHEET

RAGAN OFFSITE IMPROVEMENTS

PREPARED FOR
GREENHAWK CORPORATION, INC.

WAKE NC

SHEET NUMBER
R3.00

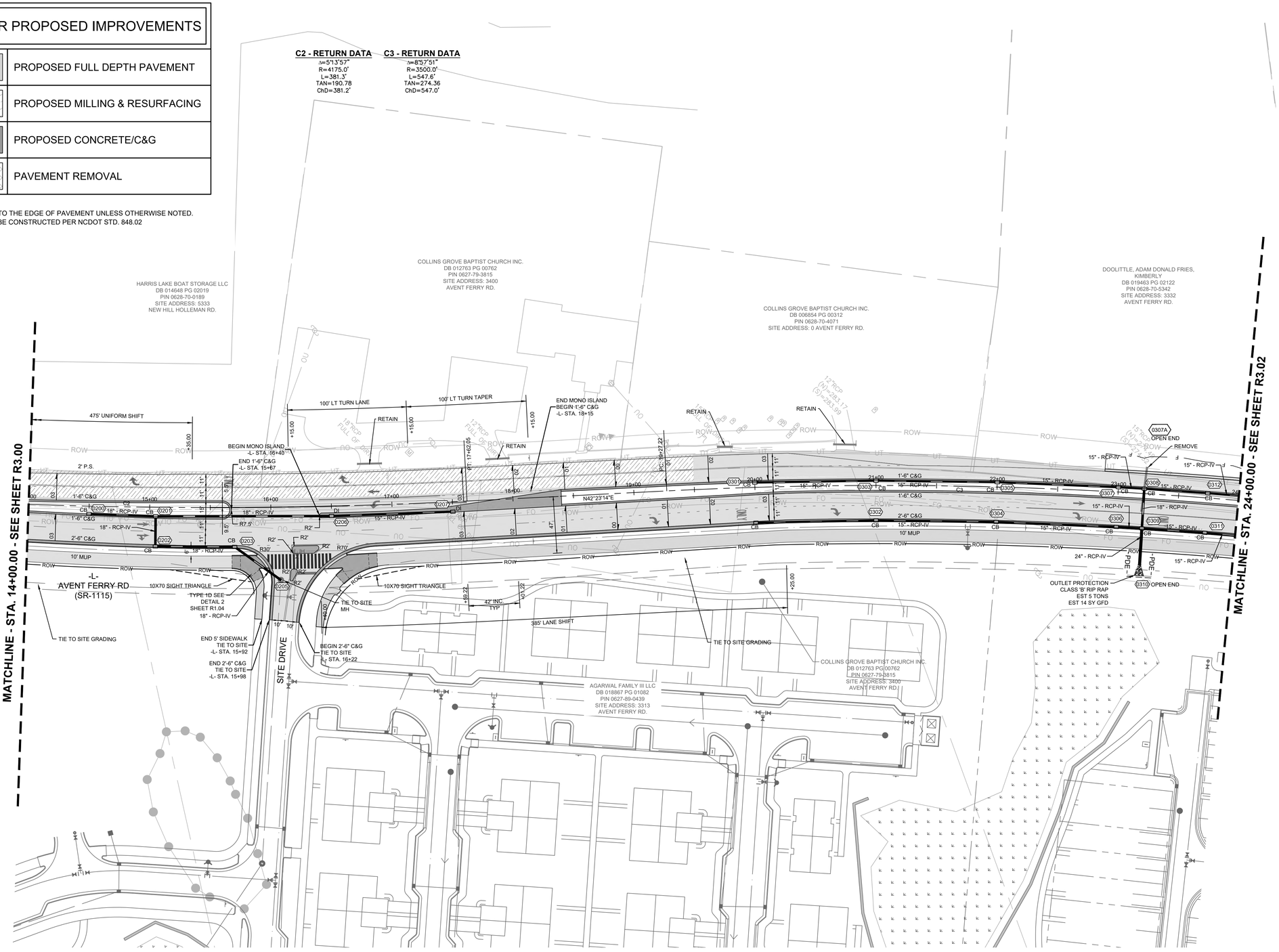
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LEGEND FOR PROPOSED IMPROVEMENTS	
	PROPOSED FULL DEPTH PAVEMENT
	PROPOSED MILLING & RESURFACING
	PROPOSED CONCRETE/C&G
	PAVEMENT REMOVAL

NOTES:
1. RADII DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER NCDOT STD. 848.02

C2 - RETURN DATA
Δ=5°13'57"
R=4175.0'
L=381.3'
TAN=190.78
ChD=381.2'

C3 - RETURN DATA
Δ=8°57'51"
R=3500.0'
L=547.6'
TAN=274.36
ChD=547.0'



Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
300 S MAIN ST, SUITE 200 HOLLY SPRINGS, NC 27540
PHONE: (919) 682-3583 WWW.KIMLEY-HORN.COM
NC FIRM #-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042551 BRYAN T. VICKERY

KHA PROJECT	013666006
DATE	03/28/2025
SCALE	AS SHOWN
DESIGNED BY	GTG
DRAWN BY	DCK
CHECKED BY	BTV

PLAN SHEET

RAGAN OFFSITE IMPROVEMENTS
PREPARED FOR
GREENHAWK CORPORATION, INC.
WAKE NC

SHEET NUMBER
R3.01

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

C3 - RETURN DATA
Δ=8°57'51"
R=3500.0'
L=547.6'
TAN=274.36
ChD=547.0'

C4 - RETURN DATA
Δ=5°50'58"
R=2300.0'
L=234.8'
TAN=117.51
ChD=234.7'

LEGEND FOR PROPOSED IMPROVEMENTS

	PROPOSED FULL DEPTH PAVEMENT
	PROPOSED MILLING & RESURFACING
	PROPOSED CONCRETE/C&G
	PAVEMENT REMOVAL

NOTES:
1. RADII DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER NCDOT STD. 848.02

MATCHLINE - STA. 24+00.00 - SEE SHEET R3.01

LATCHAW, KRISTA LATCHAW, STEVEN M
DB 013857 PG 01100
PIN 0628-70-8319
SITE ADDRESS: 3312
AVENT FERRY RD.

DOOLITTLE, ADAM DONALD FRIES, KIMBERLY
DB 019463 PG 02122
PIN 0628-70-5342
SITE ADDRESS: 3332
AVENT FERRY RD.

JONES, ALAN B JONES, SUSAN H
DB 003265 PG 00619
PIN 0628-90-2945
SITE ADDRESS: 3128
AVENT FERRY RD.

-L-
AVENT FERRY RD
(SR-1135)

42' INC.
TYP.

100' LT TURN LANE

100' LT TURN TAPER

275' UNIFORM SHIFT

CLASS A RIP RAP TRANSITION EST. 5 TONS EST 10 SY GFD

END 1'-6" C&G
-L- STA. 24+80

END MONO ISLAND
-L- STA. 28+77

END PROJECT
-L- STA. 30+12.50

END 2' P.S.
TIE TO EXIST
-L- STA. 30+12.50

15" - RCP-IV

2' P.S.

1'-6" C&G

2'-6" C&G

10' MUP

16' DW

BUTT JOINT

REMOVE

15" - RCP-IV

END 2' P.S.
TIE TO EXIST
-L- STA. 30+12.50

BEGIN MONO ISLAND
-L- STA. 26+83

END 2'-6" C&G
BEGIN 2' P.S.
-L- STA. 26+75

END 10' MUP
-L- STA. 26+50

RELOCATE

10X70 SIGHT TRIANGLE

TYPE 1D SEE DETAIL 2
SHEET R1.04

TIE TO SITE GRADING

BEGIN 10' MUP
TIE TO SITE
-L- STA. 25+39

BEGIN 2'-6" C&G
TIE TO SITE
-L- STA. 25+27

BEGIN 5' SIDEWALK
-L- STA. 24+88

END 5' SIDEWALK
TIE TO SITE
-L- STA. 24+96

END 2'-6" C&G
TIE TO SITE
-L- STA. 25+02

SITE DRIVE

AGARWAL FAMILY III LLC
DB 018867 PG 01082
PIN 0627-89-0439
SITE ADDRESS: 3313
AVENT FERRY RD.

MITCHELL, WILLIAM ALLEN
DB 016684 PG 00449
PIN 0628-80-4315
SITE ADDRESS: 3309
AVENT FERRY RD.

JONES, ALAN B JONES, SUSAN H
DB 003265 PG 00619
PIN 0628-90-2945
SITE ADDRESS: 3128
AVENT FERRY RD.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
300 S MAIN ST, SUITE 200 HOLLY SPRINGS, NC 27540
PHONE:(919) 682-3583 WWW.KIMLEY-HORN.COM
NC FIRM #-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042551 BRYAN T. WICKERT

KHA PROJECT 013666006
DATE 03/28/2025
SCALE AS SHOWN
DESIGNED BY GTG
DRAWN BY DCK
CHECKED BY BTV

PLAN SHEET

RAGAN OFFSITE IMPROVEMENTS

PREPARED FOR
GREENHAWK CORPORATION, INC.

NC
WAKE

SHEET NUMBER
R3.02

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

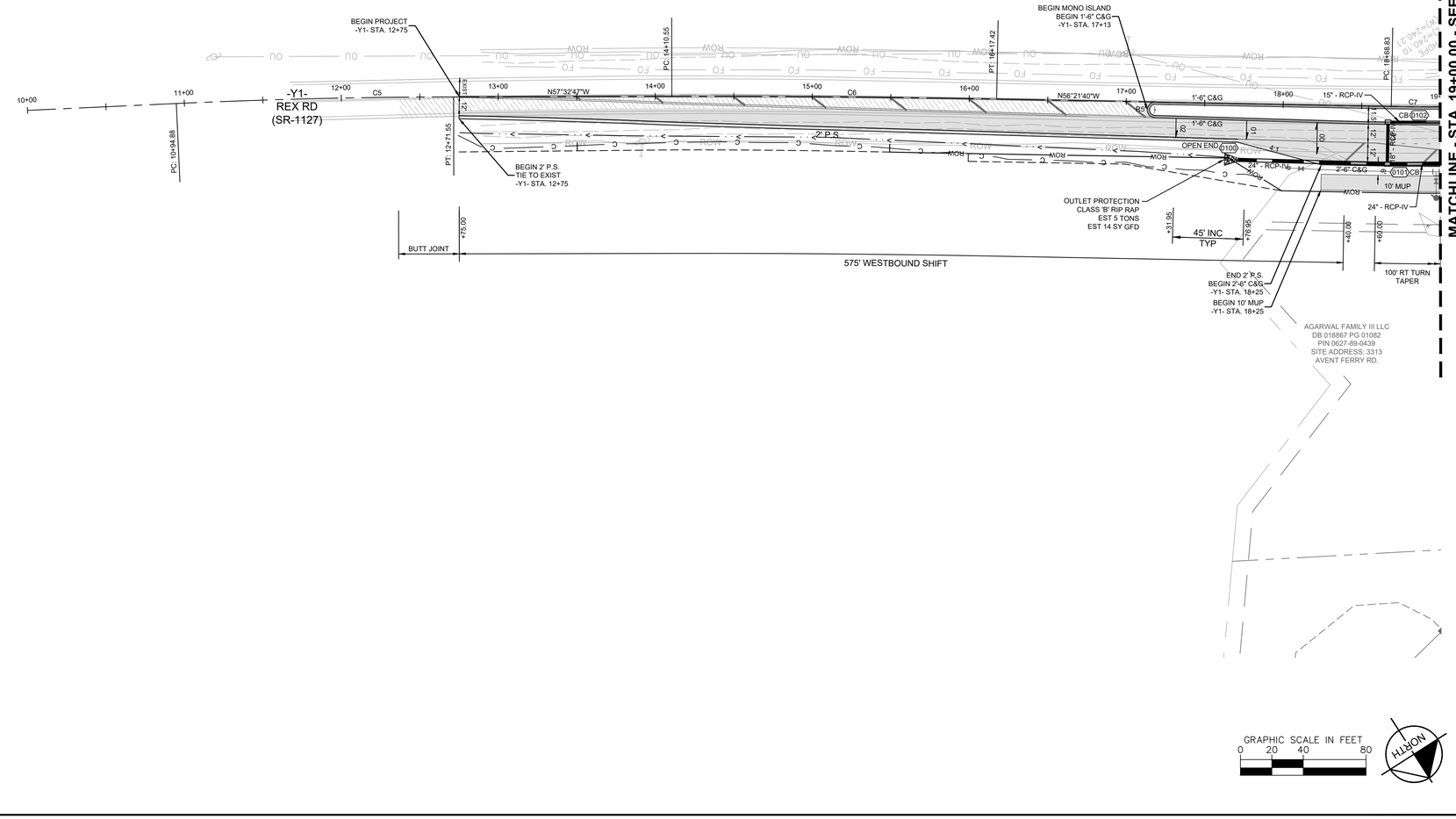
LEGEND FOR PROPOSED IMPROVEMENTS	
	PROPOSED FULL DEPTH PAVEMENT
	PROPOSED MILLING & RESURFACING
	PROPOSED CONCRETE/C&G
	PAVEMENT REMOVAL

NOTES:
1. RADII DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER NCDOT STD. 848.02

C5 - RETURN DATA
Δ=2°31'50"
R=4000.0'
L=176.7'
TAN=88.35
ChD=176.7'

C6 - RETURN DATA
Δ=1°11'07"
R=10000.0'
L=206.9'
TAN=103.44
ChD=206.9'

C7 - RETURN DATA
Δ=10°52'17"
R=1500.0'
L=284.6'
TAN=142.74
ChD=284.2'



GRAPHIC SCALE IN FEET
0 20 40 80

Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
300 S MAIN ST, SUITE 200 HOLLY SPRINGS, NC 27540
PHONE: (919) 682-3583 WWW.KIMLEY-HORN.COM
NC FIRM #F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042551 BRYAN T. VICKERY

KHA PROJECT	013666006
DATE	03/28/2025
SCALE	AS SHOWN
DESIGNED BY	GTG
DRAWN BY	DCK
CHECKED BY	BTV

PLAN SHEET

RAGAN OFFSITE IMPROVEMENTS

PREPARED FOR
GREENHAWK CORPORATION, INC.

WAKE NC

SHEET NUMBER
R3.03

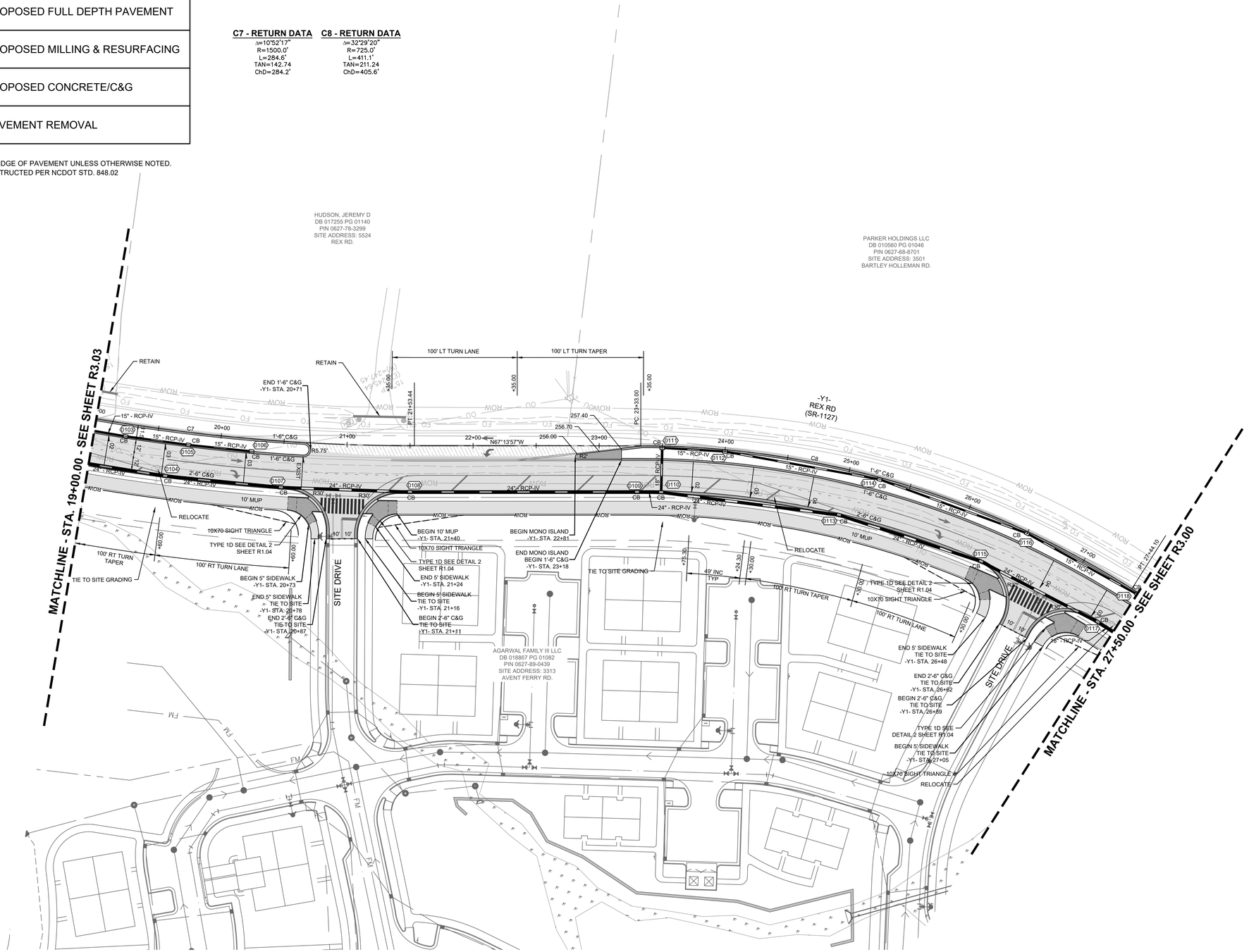
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LEGEND FOR PROPOSED IMPROVEMENTS	
	PROPOSED FULL DEPTH PAVEMENT
	PROPOSED MILLING & RESURFACING
	PROPOSED CONCRETE/C&G
	PAVEMENT REMOVAL

NOTES:
1. RADII DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER NCDOT STD. 848.02

C7 - RETURN DATA
Δ=10°52'17"
R=1500.0'
L=284.6'
TAN=142.74
ChD=284.2'

C8 - RETURN DATA
Δ=32°29'20"
R=725.0'
L=411.1'
TAN=211.24
ChD=405.6'



GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
300 S MAIN ST, SUITE 200 HOLLY SPRINGS, NC 27540
PHONE: (919) 682-3583 WWW.KIMLEY-HORN.COM
NC FIRM #F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042551 BRYAN T. VICKERY

KHA PROJECT	013666006
DATE	03/28/2025
SCALE	AS SHOWN
DESIGNED BY	GTG
DRAWN BY	DCK
CHECKED BY	BTV

PLAN SHEET

RAGAN OFFSITE IMPROVEMENTS
PREPARED FOR
GREENHAWK CORPORATION, INC.
WAKE NC

SHEET NUMBER
R3.04

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LEGEND FOR PROPOSED IMPROVEMENTS	
	PROPOSED FULL DEPTH PAVEMENT
	PROPOSED MILLING & RESURFACING
	PROPOSED CONCRETE/C&G
	PAVEMENT REMOVAL

NOTES:
1. RADII DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER NCDOT STD. 848.02

C10 - RETURN DATA
Δ=12°43'43"
R=535.0'
L=118.9'
TAN=59.67
ChD=118.6'

HONER, MICHAEL P HONER, SHARON JEAN
DB 008265 PG 00908
PIN 0627-69-3501
SITE ADDRESS: 3516
BARTLEY HOLLEMAN RD.

MATCHLINE - STA. 35+50.00 - SEE SHEET R3.00

450' LT TURN LANE
SPECIAL V DITCH
SEE DETAIL 1, SHEET R1.00
CLASS A RIP
RAP TRANSITION
EST. 5 TONS
EST 10 SY GFD
N7° 40'45"W
260.00'
100' LT TURN TAPER
250' UNIFORM SHIFT
-450.00
+00.00
PROP. PERM.
EASEMENT
END PROJECT
-Y1- STA. 39+12.50
END 2' P.S.
-Y1- STA. 39+12.50
BUTT JOINT
-Y1-
NEW HILL HOLLEMAN RD
(SR-1127)
N33°32'46"W
40+00
41+00
42+00
42+91
36+00
37+00
38+00
39+00
C10
PC: 34+63.04
2' P.S.
R30'
10'X10'
PT: 39+28.62
END 2' P.S.
-Y1- STA. 39+00
RETAIN
ROW

HARRIS LAKE BOAT STORAGE LLC
DB 014648 PG 02019
PIN 0628-70-0189
SITE ADDRESS: 5333
NEW HILL HOLLEMAN RD.

GRAPHIC SCALE IN FEET
0 20 40 80

Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
300 S MAIN ST, SUITE 200 HOLLY SPRINGS, NC 27540
PHONE: (919) 682-3583 WWW.KIMLEY-HORN.COM
NC FIRM #F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042551 BRYAN T. VICKERY

KHA PROJECT 013666006
DATE 03/28/2025
SCALE AS SHOWN
DESIGNED BY GTG
DRAWN BY DCK
CHECKED BY BTV

PLAN SHEET

RAGAN OFFSITE IMPROVEMENTS
PREPARED FOR
GREENHAWK CORPORATION, INC.
WAKE NC

SHEET NUMBER
R3.05

DRAFT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT

BY AND BETWEEN

AGARWAL FAMILY, LLC
&
THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

THIS AGREEMENT, made and entered into this _____day of August 2024, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and AGARWAL FAMILY, LLC, a North Carolina Limited Liability Comapny, hereafter referred to as the "Developer," its successors and/or assigns.

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of a tract of land in the Holly Springs extraterritorial jurisdiction, subject to the development regulations of the Town, with an address of 3313 Avent Ferry Road, described as an approximate 55.4 acre tract of land described in the following Deed Book 018867 Page 1082, Wake County Registry, and referenced by a PIN of **0627890439** and a real estate tax id of **0058074,** (the "Tract").

WHEREAS, the Developer wishes to develop the Tract for commercial and residential purposes, containing 32,000 square feet of commercial space, 115 attached dwellings (townhomes), and 164 "Cottage" (quadruplex) units. as shown on a plan submitted to the Holly Springs Development Services Department and approved by the Town Council on August 20, 2024 hereinafter, "Development Project;"); and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain Infrastructure improvements relative to the Development Project to enable allow for the proper provision and planning of water and wastewater conveyance for the residences of the Development Project and adjacent parcels; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 the dedication and construction of streets and rights of way and other infrastructure and for the coordinated provision of utilities that will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 et. seq. to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. § 160A-16, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20.1 and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so; and,

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, as authorized by SL 2017-138, and NCGS 162A-200, et seq., said fees being listed in the Town's annual budget, and the Developer, in consideration of the foregoing benefits enjoyed by this Agreement hereby agrees that it (i) is familiar with these fees as currently listed on the Town's website, a copy of which is attached hereto as **Exhibit L**, (ii) does not dispute the reasonableness or legality of these fees as currently listed; and (iii) notwithstanding any reimbursements discussed below, hereby agrees to timely pay all normal and customary fees to the extent applicable to the Developer and its successors and assigns, in connection with its development of the Development Project at such time as the applicable fee becomes due to the Town in the ordinary course of development.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **General Terms**: All terms of this agreement shall become enforceable upon signing of the Contract by the Developer and ratification by the Town Council. In the event that the subject parcels are not currently annexed into the corporate limits of the Town, the Holly Springs Town Council shall in its sole legislative discretion make the determination after holding a public hearing on the matter as to whether the tract shall be annexed into the corporate limits of the Town. Further, the Town Council shall vote as to a zoning designation for the parcel in its sole legislative discretion, and the Developer understands that no covenant contained herein shall influence or limit the Town Council's discretion with regard to annexation and zoning.

2. **Definitions**:

a. "Actual Construction Costs:" The amount of costs incurred for construction of a certain project described herein upon final completion and approved by the Town, exclusive of any of the following costs: right of way acquisition, legal fees, administrative costs (including but not limited to profit and overhead) of the Developer, or any contingency.
b. Applicable Parcels: The covenants contained in this agreement shall apply to the those parcels as shown on a map entitled "Exhibit A" and described above.
c. "Lot:" A residential building lot as shown on any plans submitted for the Development Project, whether or not such lot is actually platted or conveyed.
d. "Development Project" is the Developer's plan to subdivide and construct buildings for commercial and residential purposes, containing 32,000 square feet of commercial space, 115 attached dwellings (townhomes), and 164 "Cottage" (quadruplex) units. as shown on a plan submitted to the Holly Springs Development Services Department and approved by the Town Council on August 20, 2024.
e. "Water" and "Sewer System Development Fees:" Those fees, named as such in the Town's adopted annual budget which are in effect at the time the fee is due and owing the Town, calculated on a per lot basis, for lots located in the Development Project.

ARTICLE II DESCRIPTION OF AGREEMENT

1. TERM: The duration of the Agreement is five (5) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. All terms of this Agreement shall become enforceable upon the later of: (1) the signing of this Agreement by the Developer and ratification of this Agreement by the Town Council; (2) annexation of the Site into the Town limits, if not already annexed, (3) the approval of the Rezoning and this Agreement by the Town Council, and (4) the Developer taking legal title to the Site as evidenced by deed recorded in the Wake County Registry within 180 days of the execution of the foregoing (the "Conditions Precedent"). Any obligation to reimburse funds contained herein, not demanded within five (5) years of the execution of the foregoing shall be void and given no effect.

2. REZONING: The Parties hereby agree that the current zoning of the Property surrounding infrastructure is inadequate to support the Master Plan and the Project. Certain Infrastructure Projects are necessary in order to maintain the health, safety, and welfare of the Property, its future uses, and the residents of the surrounding area that may be affected by the Project. While the Project is consistent with the Town's long-range planning documents, the current infrastructure does not exist and therefore the Town would not ordinarily grant zoning approval, Project Permits, such approvals as the Master Plan, grading

plans, and other governmental approvals until such time as certain Infrastructure Projects are in place to accommodate the residents of the Project. The Town and Developer wish to accelerate the Town's approval through its covenants herein and provide assurances that such infrastructure will be sufficient to serve the Project and not negatively affect those properties in proximity to the Property.

3. PERMITTED USES. The uses permitted under the new zoning are as listed in Exhibit C.

4. PUBLIC IMPROVEMENTS:

(a) CONSTRUCTION OF TOWN UTILITIES: The Developer shall design and construct all necessary waster and sewer utilities ("Town Utilities") to serve the Development Project in such a manner to meet the Town standards.

(b) EASEMENTS: The Developer shall acquire the necessary rights of way and/or easements for the construction of the Town Utilities.

(c) INSTALLATION OF TRAFFIC SIGNAL: Developer shall install to Town standards and specifications a new traffic signal at the intersection of New Hill Holleman, Rex, and Avent Ferry. The Developer shall be responsible for acquiring any necessary permit or approval from the NCDOT.

(d) PARK DEDICATION: In satisfaction of the Development Project's requirement to satisfy parkland dedication and development, the Developer shall dedicate to the Town an approximate 7 acre site as a passive park. Developer shall coordinate the development of the park site with the Town's park planner to ensure appropriate operability of the park. Developer shall deed by general warranty deed the park site to the Town prior to the first certificiate occupancy for the Development Project.

(e) TRANSPORTATION IMPROVEMENTS. The Developer shall enter into a Transportation Mitigation Agreement (TMA) to ensure the timely completion of the following improvements by the Developer:

(i) Avent Ferry Road/Bartley Holleman Road at Rex Road/New Hill Holleman Road

- Provide exclusive northbound right-turn on Rex Road.
- Provide exclusive southbound left-turn on New Hill Holleman Road.
- Modify westbound approach of Avent Ferry Rd to provide exclusive right turn lane and shared left-turn/through lane.
- Install traffic signal (as referenced in subparagraph (c) above.

(ii) Avent Ferry Road

- Provide asymmetrical widening to eliminate future conflicts with Collins Grove Baptist Church and its cemetery and also comply with CTP required frontage widening.

(iii) Avent Ferry Road at West Site Driveway

- Construct site driveway with left-in/right-in/right-out movements.
- Provide westbound left-turn lane on Avent Ferry Road.
- Provide an eastbound right-turn lane on Avent Ferry Road.

(iv) Avent Ferry Road at East Site Driveway

- Construct full-movement site driveway.
- Provide westbound left-turn lane on Avent Ferry Road.
- Provide an eastbound right-turn lane on Avent Ferry Road.

(v) Rex Road at West Site Driveway

- Construct site driveway with right-in/right-out movement
- Provide westbound right-turn lane on Rex Road.

(f) SIDEPATH: The Comprehensive Transportation Plan shows a 10' Sidepath required for both the Rex Rd and Avent Ferry Rd frontage. The plans both improvements, including a section across an off-site "notch" as required by UDO Section 7.6 Sidewalks, Sidepaths, and Greenways. Should sufficient right-of-way not already exist across the "notch," the applicant shall endeavor to obtainthe necessary right-of-way, and if they are not able to, the Town will be able to assist in the condemnation of the necessary right-of-way to enable the applicant's construction of the Sidepath.

ARTICLE III
OTHER

1. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure.

2. It shall be the responsibility of the Developer to fully design the project, and provide construction drawings and survey plats to the Town, and to ensure that all regulatory approvals for each project are in place before beginning construction. he Developer shall keep the Developer's design engineer on retainer to respond quickly to the Town in the event that the Town needs the designer to provide clarification, explanation, oversight, etc. of any issue that arises during construction of the Project that was designed under his oversight. The developer shall bear all expenses associated with same.

3. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. The Developer further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

4. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

5. Expiration. If the Developer does not commence construction within six (6) months of the date of this Agreement this Agreement shall terminate and the Parties shall have no obligations under this Agreement. Otherwise, this Agreement shall last five (5) years from the date of this Agreement. Any credits earned but not realized at the expiration of this five (5) year period shall no longer be available to the Developer.

7. The Developer shall secure all necessary easements for the town infrastructure projects that are the subject of this Agreement. Should the Developer be unable to obtain required easements after documented attempts to do so, the Town may utilize its eminent domain authority to obtain the necessary easements for the installation of such projects with all costs to be borne by the Developer associated with this legal process, including all amounts paid for the acquisition. The Developer shall substantiate its attempts to obtain the property through voluntary sale in the following manner within 120 days of this Agreement:

a. Developer shall provide to the Town a letter from property owners stating that he/she rejects all offers to purchase the easement. Said letter shall be signed by the landowner.

b. An affidavit, signed under oath by penalty of perjury, from the Developer's agent or designee describing in detail the conversation that took place with the landowner, and the result of said conversation.

In the event of a condemnation action, the Developer shall also submit to the Town sufficient funds to be escrowed by the Town for a deposit necessary under the applicable condemnation statute. The town attorney shall inform the Developer 30 days prior to filing the amount of said deposit, and the Developer shall pay said deposit to the Town prior to commencement of the action. Upon payment of deposit, the Town will proceed with condemnation action subsequent to the Town Council, in its sole discretion, passing a resolution of condemnation for each property as soon as practicable after the receipt of the deposit. The timeframe discussed herein is set forth with the goal of allowing access to the condemned propert(ies) within 45 to 60 days. In the event that the funds initially deposited by the Developer are not sufficient to cover the entire cost of the acquisition of the easements by the Town, the Town shall invoice the Developer and Developer shall pay the invoiced amount within 30 days. The Developer understands that the full costs of this acquisition may not be realized until several years after the initiation of the condemnation action. In the event that the costs expended by the Town for the acquisition (through condemnation or otherwise) are less than those held in escrow by the Town, the Developer shall be entitled to a reimbursement of any amount of escrow funds held by the Town paid by the Developer with respect to land acquisition. At all times during this judicial process, the Town retains all legal authority with respect to settlement, negotiation, trial strategy, and opinions as to value.

8. Notices under this agreement shall be to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference: Rex Road Pump Station

FOR THE DEVELOPER:

AGARWAL FAMILY, LLC
Name:
Managing Director
Address:

9. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of Wake County.

10. This Agreement may not be assigned without the written consent of the Town. The obligations under this Agreement are binding on the successors and/or assigns of the Developer regardless of whether or not the Town consented to such assignment.

11. This Contract, along with the Development Plan, contains the entire agreement of the parties for matters herein contemplated, and there are no representations, inducements or other provisions other than those expressed in writing.

12. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A:	Map of Applicable Parcels
EXHIBIT B:	Parkland Dedication & Development
EXHIBIT C:	Permitted Use Table.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(*Town Seal*) BY:_____
Randy J. Harrington, Town Manager

ATTEST:

_____
Linda McKinney, Town Clerk

[RAGAN DEVELOPER].

By: _____ (Print Name)

(*Corporate Seal*)

BY:_____(LS)

ATTEST:

_____
Secretary/Assistant Secretary

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Mary Hogan
Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of _____

_____
Notary Public
My Commission Expires:_____

CORPORATE ACKNOWLEGEMENT
NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of SOL, Inc, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

_____
Notary Public
My Commission Expires:_____

EXHIBIT A
Tract

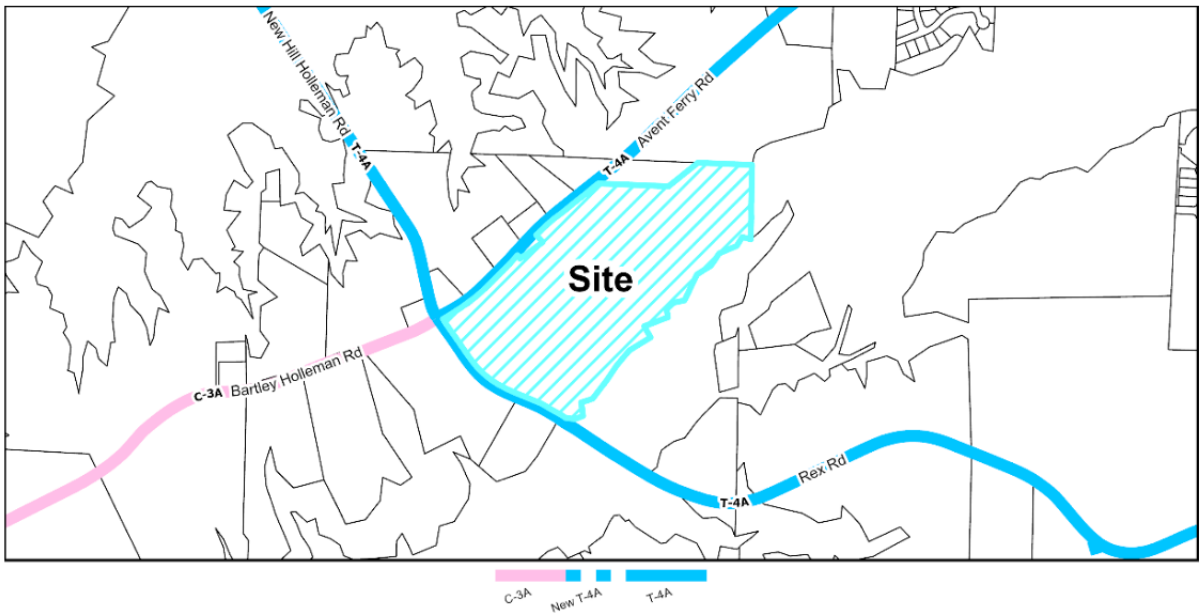


EXHIBIT B
PARK DEDICATION AND IMPROVEMENT

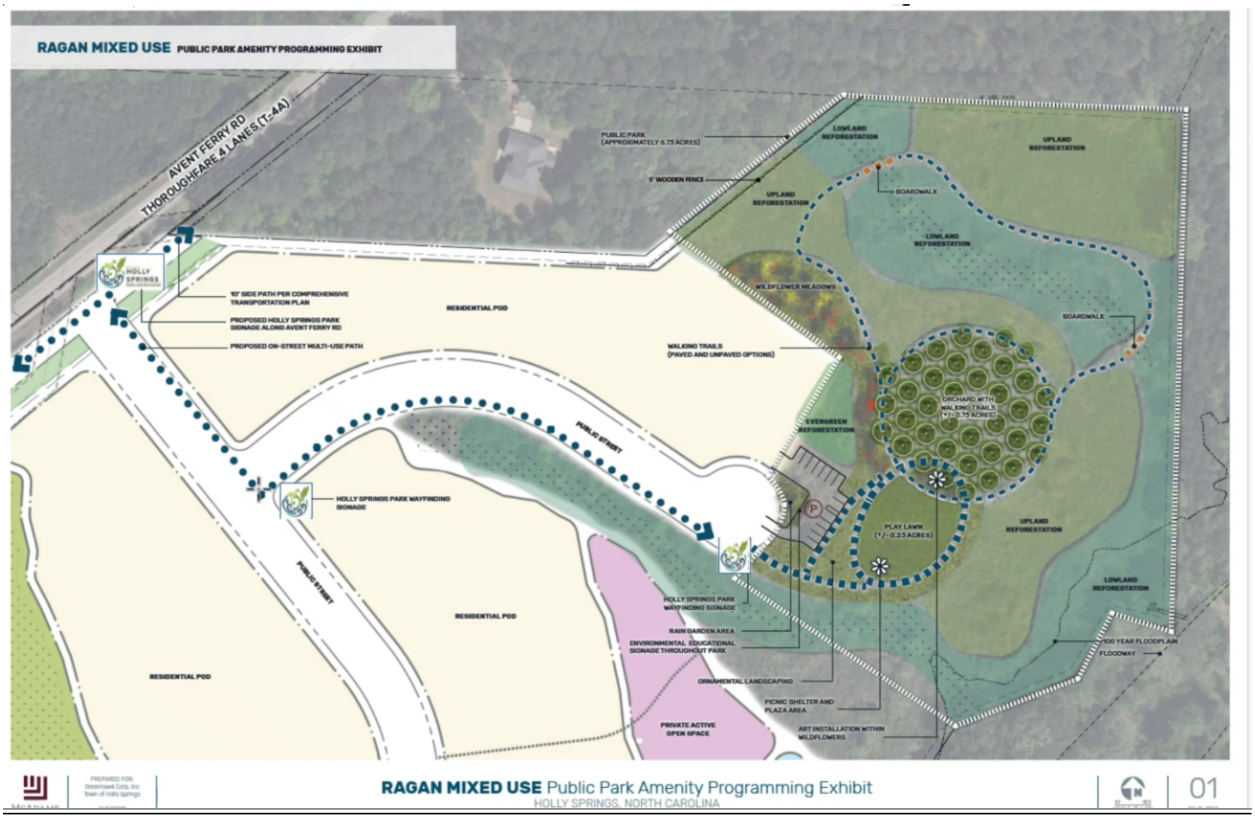


EXHIBIT C
PERMITTED USES

PERMITTED USE TABLE

The uses listed in the permitted use table shall be the only uses permitted as part of this development.

Use	NMX
Apartment Dwelling	P
Attached Dwelling	P
Bed and Breakfast	P
Hotel	P
Inn	P
Business Services	P
Childcare Center	P
Medical Office	P
Office Use	P
Personal Services	P
Veterinary Clinic/Hospital	P
Bar/Nightclub/Tasting Room	P
Food/Restaurant Uses	P
Retail Uses	P
Civic Building	P
Community Support Facility	P
Assembly	P
Religious Use	P
Fitness Facilities	P
Recreation Facility, Indoor	P
Solar Energy Systems-Small	P
Transit Station/Terminal	P
Wireless Telecommunications Equipment	P
P = Permitted.	

Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 13.

Public Hearings
Title: 1936 Ralph Stephens Road Development Plan 25-DP-02 - Quasi-Judicial Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Conor Ryan, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Quasi-Judicial Public Hearing.
- Adopt Resolution 25-36 to make and accept the Findings of Fact for consideration of and to approve / deny / defer Development Plan 25-DP-02 for 1936 Ralph Stephens Road with the conditions stated in the attachment.
- Approve / deny / defer Utility Allocation Request for 1936 Ralph Stephens Road.

Explanation:

- A Development Plan has been submitted to develop a 67,953 sq. ft., 120-bed Residential Care (Assisted Living) Facility near the intersection of Ralph Stephens Rd., Piney Grove Wilbon Rd.and Southern Crossroads Blvd., located within the Southern Crossroads Master Plan.
- The project is located on two parcels totaling 10.08 acres, located at 1900 and 1936 Ralph Stephens Rd. The total project area is 7.46 ac.
- The submitted Development Plan conforms to the Unified Development Ordinance and the Southern Crossroads Development Agreement.

Staff Recommendation: Approve Development Plan and Utility Allocation Request.

Planning Board Recommendation: Approve (9-0)
A summary of the Planning Board discussion is in the Planning Board Action Report.

Background:

- The Southern Crossroads Master Plan was approved by Town Council on February 7, 2017.
- The Southern Crossroads Master Plan includes the Exchange Holly Springs apartments and numerous medical office buildings.
- The proposed Development Plan occupies 7.46 ac. of the total 53.41-acre Master Plan area.
- The existing development agreement for the Southern Crossroads Master Plan exempts this project from all required right-of-way improvements. The proposed sidewalk along the project's frontage is being provided voluntarily.
- A Development Plan for Holly Springs Long Term Care, a two-story, 65,272 sq. ft.

residential care facility, was previously approved for this site in 2019 under 19-DP-01.
- This Development Plan expired in 2021.

Funding Source(s):
N/A

Attachment(s):
1. 25DP02_1936RalphStephensRd_StaffReport
2. 25DP02_1936RalphStephens_PlanningBoardActionReport
3. 25DP02_1936RalphStephens_Resolution
4. 25DP02_1936RalphStephensRd_Application
5. 25DP02_1936RalphStephensRd_Plans
6. 16MAS02_SouthernCrossroads_DevelopmentAgreement

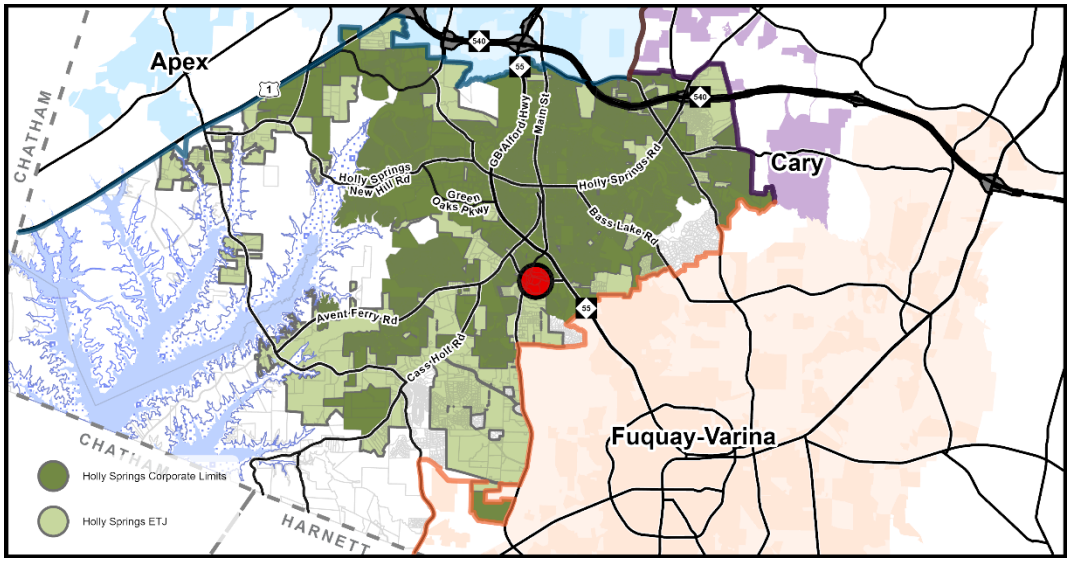
Project Type: Development Plan

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Chris Bostic
421 Fayetteville St.
Raleigh, NC 27601

Property Address: 1936 Ralph Stephens Rd

Project Area: 7.46 ac.



Located in: ☒Holly Springs Corporate Limits ☐Holly Springs ETJ ☐Annexation Pending

Project Summary:
A Development Plan for a 67,953 sq. ft., 120-bed Residential Care Facility located at 1936 Ralph Stephens Road, within the Southern Crossroads Master Plan.

Requested Action:
Quasi-Judicial Decision: The Town Council must hold a quasi-judicial hearing to collect facts and then make a decision based on the written and oral evidence presented and adopted town policies and procedures.

Table of Contents:

Case Summary	Page 2
Current Zoning Information	Page 3
Land Use & Character Information	Page 4
Transportation Information	Page 6
Parks, Recreation & Greenways Information	Page 8
Community Facilities Information	Page 9
Infrastructure & Utility Information	Page 10
Natural Resources Information	Page 12
Development Standards	Page 13
Decision-Making Information	Page 16

Case Summary

Current Zoning:
CB: Community Business
☐ Conditional Zoning District

Current Major Subdivision Plan:
Southern Crossroads – 16-MAS-02-A04

Aerial Photograph

Growth Strategy Map:
Places to Transform

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Neighborhood Center

Staff Analysis:

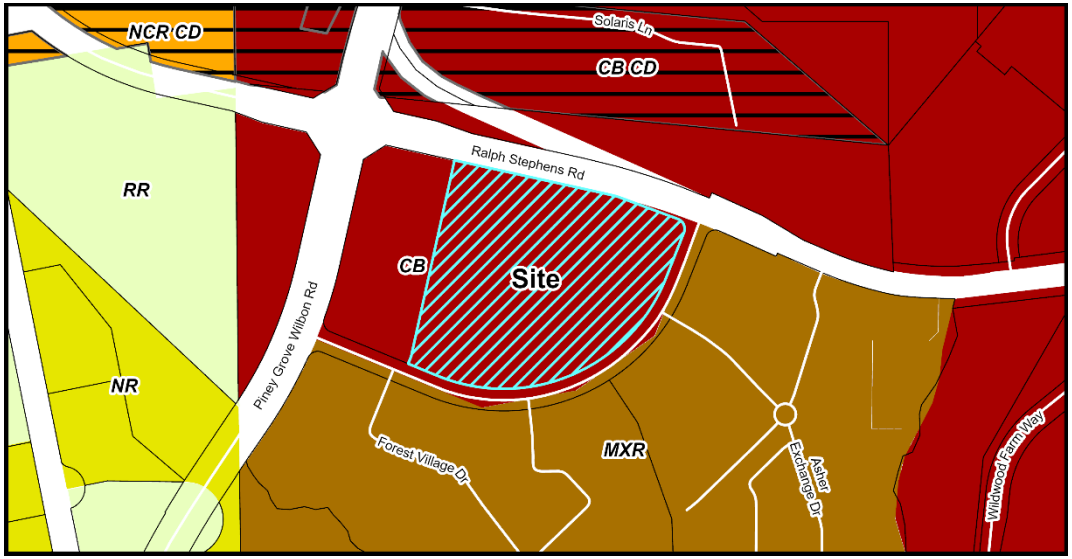
The Development Plan is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The Development Plan complies with minimum requirements specified in Town adopted land development plans, policies, and ordinances and the requirements of the Southern Crossroads Development Agreement.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0648857286	CB: Community Business	7.16
0648853393	CB: Community Business	2.92
	Total Area	**10.08**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	CB: Community Business	Vacant
North	CB: Community Business	Medical Office
South	MXR Mixed-Use Residential	Apartments
East	MXR Mixed-Use Residential	Apartments
West	CB: Community Business	Daycare

Parcel Rezoning History

Rezoning Number: 16-REZ-01
Original Zoning: R-30 & R-20
Approved Zoning: CB & RMF-15
Approval Date: 3/15/2016

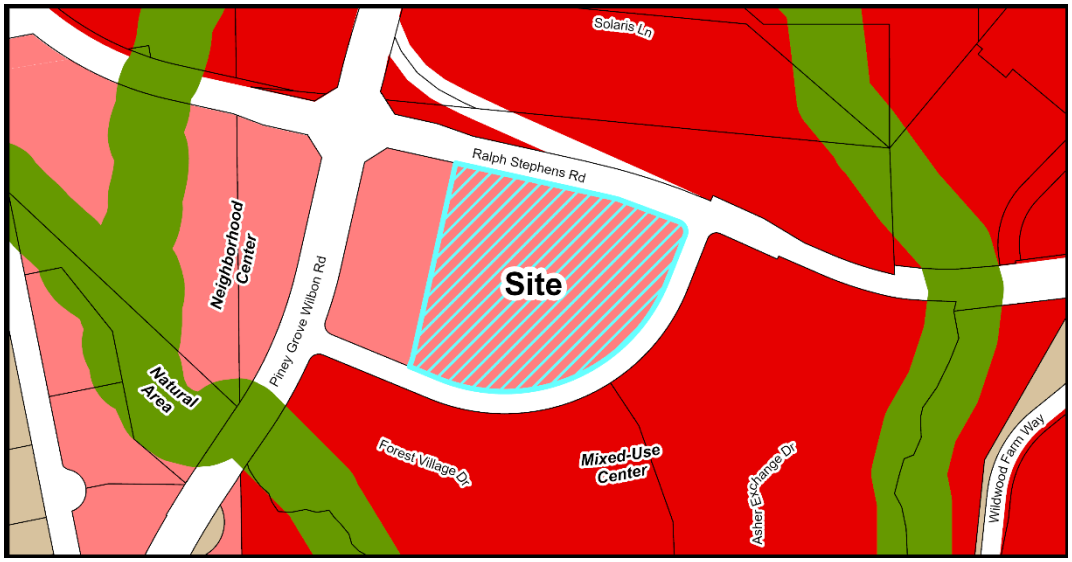
Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Transform

Future Land Use: Neighborhood Center

Small Area Plan: N/A



Future Land Use Map

Important Themes for Transforming Holly Springs:

Eight important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request:

Theme	Description
☐ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☐ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☐ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)

Land Use & Character Information (cont.)

Growth Strategy Map: Places to Transform
These areas will evolve over time in terms of land use mix, density and intensity, home choices, and transportation options. These are the areas where the Town should emphasize public and private investment — increasing allowable densities and intensities, adding infrastructure capacity, improving access from nearby neighborhoods, investing in the public realm, and encouraging private investment — to diversify the Town's development strategy and support continued growth and economic prosperity in the future.

Future Land Use: Neighborhood Center
Small scale, Neighborhood Centers provide goods and services to surrounding neighborhoods. Their proximity to neighborhoods requires that operations be low-intensity, unobtrusive, and at a scale and design compatible with nearby residential development. The design of Neighborhood Centers transitions effectively between residential and nonresidential uses, and includes safe and convenient pedestrian and bicycle access for nearby residents. Sites also effectively minimize the impact of cut-through traffic on nearby neighborhood streets by orienting vehicle access and circulation away from adjacent neighborhoods. Some key elements include:

- These areas include a variety of shared public open spaces throughout a walkable, activated environment. These centers may include formal and informal open spaces such as greens, squares, plazas, and community gardens.
- Sidewalks and bike facilities provide links to adjacent neighborhoods.
- Paved surface lots have shared parking agreements.

Small Area Plan: N/A

Historic Structures:
A c. 1900 triple-A cottage (Map #43, Site ID WA0614) was located on 1900 Ralph Stephens Road. However, this structure was removed with the approval of the Southern Crossroads Master Plan.

Land Use & Character Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Land Use & Character Plan/Ordinances

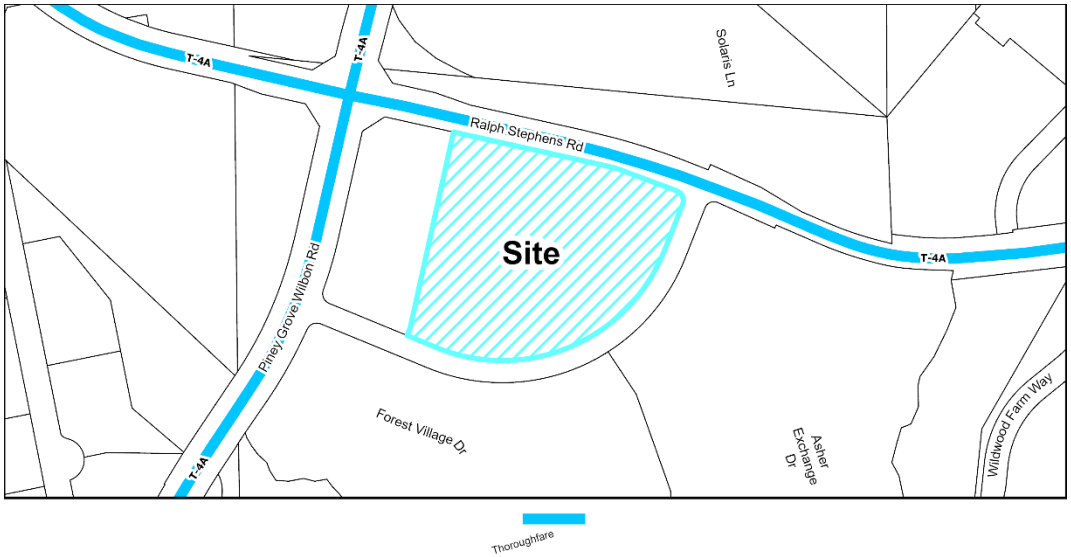
The proposed development is consistent with the Future Land Use Plan as it provides a low-intensity, unobtrusive, and compatible transition (meeting one of the 8 important themes for transforming Holly Springs) between the commercial uses at the corner of Ralph Stephens Road and Piney Grove Wilbon Road and the residential uses South and East of the project area. Staff finds that the proposed Development Plan is consistent with the Vision Holly Springs Land Use and Character Plan and with the existing approvals related to the Southern Crossroads Master Plan.

Transportation Information

Vision Holly Springs Comprehensive Plan Section 2

Comprehensive Transportation Plan

Road Widening along Project Frontage	☐ Required ☒ Not Required
New Location Roadways	☐ Required ☒ Not Required
Hotspot/Safety Study Location	☐ Yes ☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:

This project is exempted from performing road widening or dedicating rights-of-way along the project frontage, per the approved 2016 Development Agreement for the Southern Crossroads Master Plan, therefore, no road widening is occurring with this project. Staff requested the applicant construct sidewalk along the Ralph Stephens Road frontage, to which they have agreed and shown on the development plan.

New Location Roadways:

There are no new CTP public roads associated with this parcel. The project will construct one new driveway access from Ralph Stephens Road and two new driveway accesses from Southern Crossings Boulevard. Two vehicular stubs to the western, undeveloped parcel are proposed.

Hotspot/Safety Study Location:

There are no Hotspot/Safety studies adjacent to this parcel.

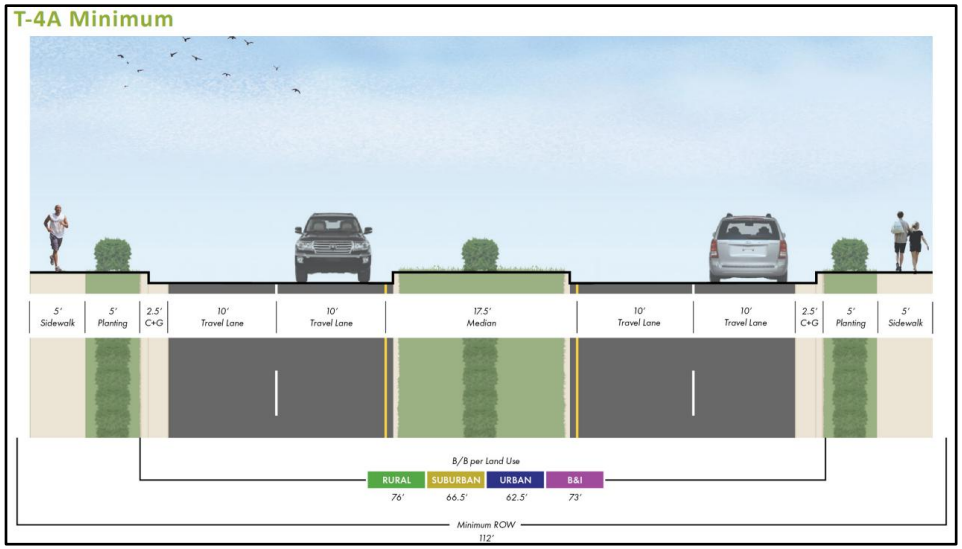
Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

☒Traffic Study Required ☐Tier 1
☐Tier 2
☐Tier 3
☒Transportation Verification Memo



Traffic Study Summary

A Traffic Impact Analysis (TIA) was completed in 2017 for the Southern Crossroads development, of which this parcel was a part. The 2017 TIA recommended an eastbound right-turn lane on Ralph Stephens Road at the site's right-in/right-out access. However, due to the lower trip generation of the long-term care facility compared to previous trip generation assumptions, the provided Transportation Verification Memo concluded that the turn lane is not warranted with the development of this parcel. Therefore, no additional improvements are associated with this development. All other recommended improvements from the 2017 TIA have been constructed.

Transportation Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

The mitigation improvements shown on the plans are consistent with the previously approved 2017 Traffic Impact Analysis as well as the Comprehensive Plan and Traffic Study Policy.

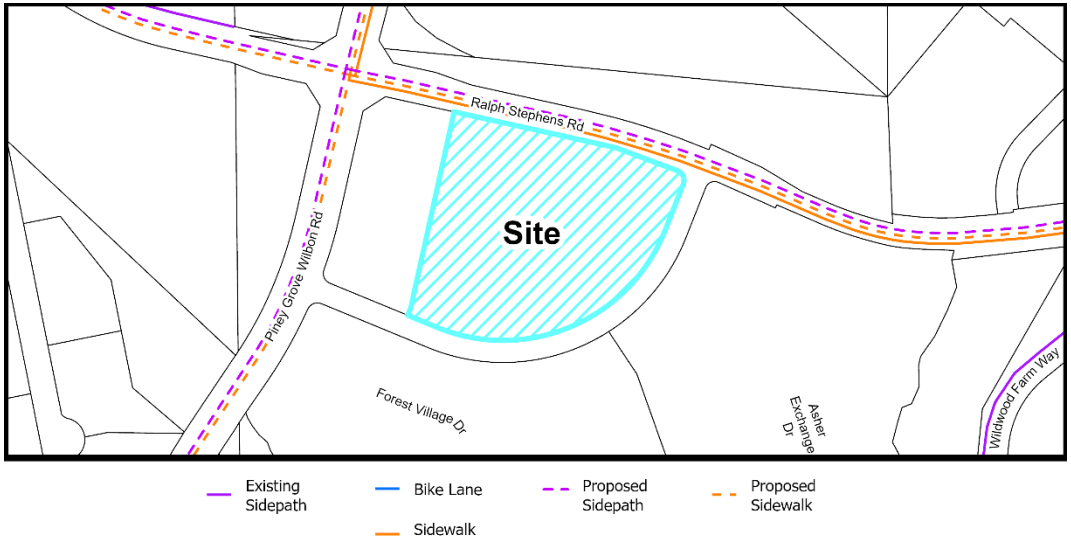
Parks, Recreation & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☐ Sidepath

No sidewalk or greenway is required due to the Development Agreement for Southern Crossroads Master Plan. However, the applicant is voluntarily extending sidewalk along the project frontage with Ralph Stephens Road.

Parks, Recreation, & Greenways Summary

The project is not within a park search area and there are no Greenways expected for the project area per the Parks, Recreation and Greenways Master Plan. The project is also not required to provide any Active Transportation improvements per the existing Development Agreement.

Parks, Recreation, & Greenways Staff Analysis:

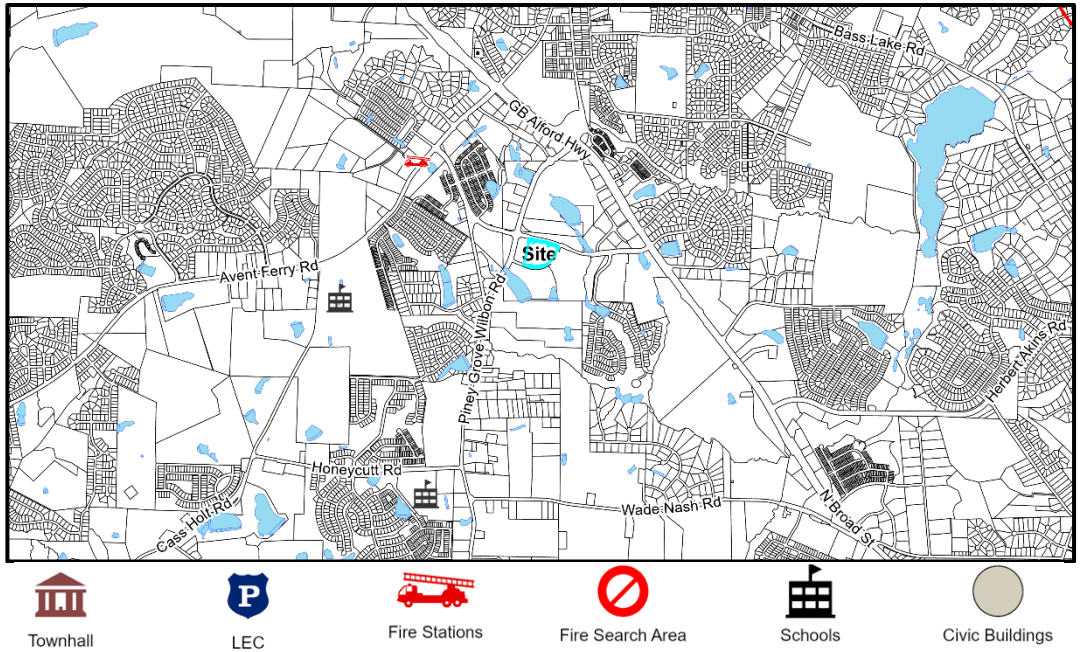
The Development Plan is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The development of this parcel is consistent with the Town's Parks, Recreation and Greenways Master Plan as the proposed sidewalk running along the project's Northern frontage is provided voluntarily and helps build out the CTP's Active Transportation plan and fulfills the vision of a connected, walkable, multi-modal transportation network envisioned by the Comprehensive Plan.

Community Facilities Information

Vision Holly Springs Comprehensive Plan Section 4

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.



Community Facilities Map

Community Facilities Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan/Ordinances

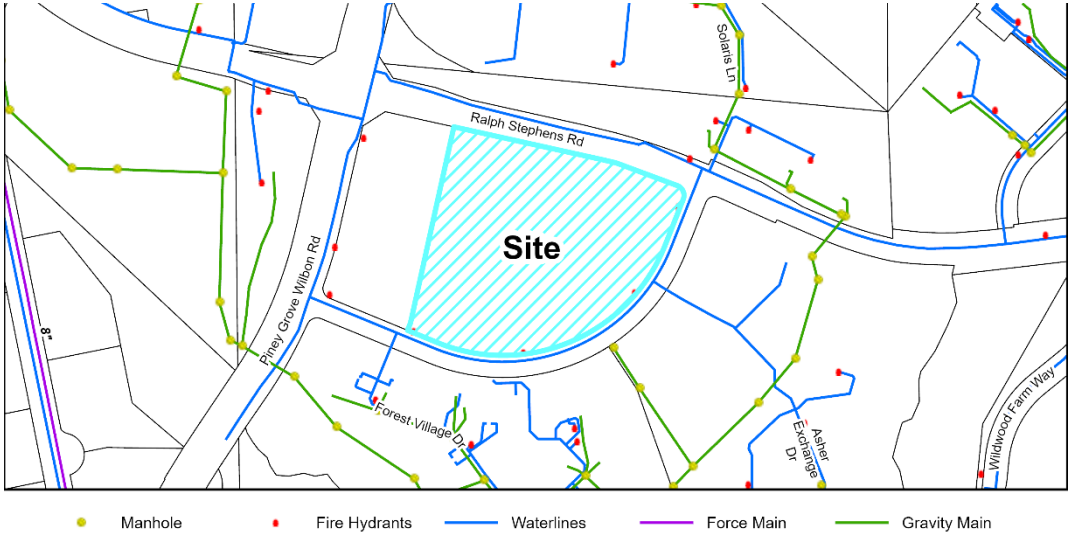
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☒ Yes ☐ No ☒ Study Required
Sanitary Sewer	☒ Yes ☐ No ☒ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

This project has direct access to existing water mains within Ralph Stephens Road and Southern Crossings Boulevard. This project proposes tying to and extending the existing water main into the site to serve the development. A Fire Flow Analysis was completed with this Development Plan and confirmed adequate water pressure within the Town's system with the addition of this development.

Sanitary Sewer:

This project is required to tie to and extend Town sewer facilities to serve this development and any upstream adjacent parcels. In accordance with these requirements, the project is proposing to stub sewer to the adjacent undeveloped parcel to the west. A Sewer Verification Memo was provided with this development plan and confirmed the existing downstream infrastructure is adequate to serve this development.

Reclaim:

This site is outside Reclaimed Water Service Area.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☒ WRMP Applicable	☒Tier 1	Allocation Elements	☐ Public Infrastructure Improvements
☐ WRMP Not Applicable	☐Tier 2		☐ Sustainable Design
	☐Tier 3		☐ Work Force Housing
			☐ Open Space/Tree Preservation

Water Resource Management Policy Summary
This project is subject to the Water Resource Management Policy as a Priority Level 1 and has provided a Utility Allocation Request to be considered by Town Council. As a Priority Level 1, no allocation elements are required.

Utility Allocation Summary

Priority Level: Priority Level 1
Allocation Assignment: Non-Residential
Allocation Requested: 3,200 GPD

Staff Determination: Sufficient allocation is remaining in the Non-Residential assignment to support this project for the proposed build out year of 2026.

Infrastructure & Utility Staff Analysis:

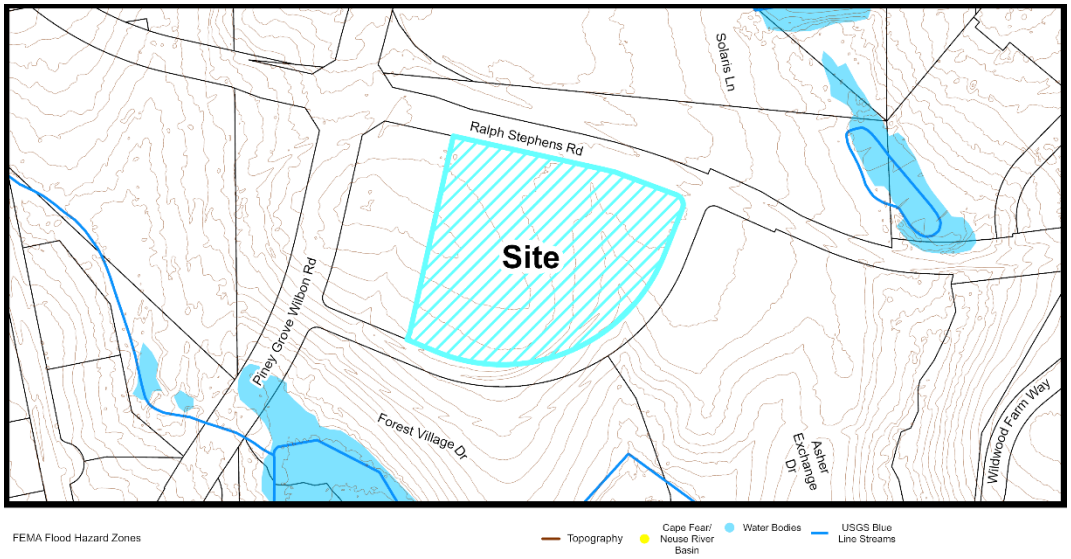
The Development Plan is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed utility connections and extensions are consistent with the Town's Comprehensive Plan and the associated Engineering Studies.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

On-site Private Open Space	**15%**
Tree Preservation Area	10%
Active Recreation Area	2%
Urban Civic Space	.5%
Flexible Space	2.5%



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The project is not required to provide any on-site private open space due to the provision of open space throughout the Southern Crossroads Master Plan area. However, the project is voluntarily providing two courtyard areas adjacent to Ralph Stephens Road.

Stormwater:

The project is located within the Neuse River Basin and is proposing to treat new impervious surfaces onsite with Stormwater Control Measures. There are several jurisdictional features located adjacent to the site such as floodplains, wetlands, streams and Riparian buffers.

Natural Resources & Open Space Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval. This has been designed in a way to minimize impacts to the existing environmental features and is consistent with the Comprehensive Plan.

Development Standards Information

Unified Development Ordinance

The following is a summary of how the proposed development satisfies the applicable 2022 Holly Springs Unified Development Ordinance (UDO), Southern Crossroads Master Plan (16-MAS-02-A04), and the approved Development Agreement.

Development Standards Summary

Development Standards (UDO Section 2 & Master Plan):

Building Placement	**Standard**	**Proposed Standard**
Thoroughfare Setback (front)	50' (Master Plan)	159'-7"
Side – Corner Setback	10' (Master Plan)	87'-9"
All Other Setbacks (Side and Rear)	5' (UDO)	20'-1"

Building Height	**UDO Standard**	**Proposed Standard**
Minimum Building Height	25'	9'-1.5"*
Maximum Building Height	60'	9'-1.5"*

*Building height allowable per Southern Crossroads Development Agreement.

Landscaping (UDO Section 5 & Master Plan):

	Standard	**Proposed Standard**
Perimeter Buffers		
Thoroughfare Buffer (North)	10' Type A-75 (Master Plan)	10' Type A-75 (Master Plan)
East	25' Type C-150 (Master Plan)	25' Type C-150 (Master Plan)
South	25' Type C-150 (Master Plan)	25' Type C-150 (Master Plan)
West	5' Type A (UDO)	5' Type A (UDO)
Foundation (per square footage of landscaped area outside the structure, parking area, or loading area)		
Trees	1 canopy tree/75' or 2 understory trees/ 75'	752 LF/75' – 10 canopy trees 900 LF/75' – 24 understory trees
Shrubs	1 large shrub/5' or 1.5 medium shrubs/5' or 3 small shrubs/5'	545 LF/5' – 109 large shrubs 1107 LF/5' – 332 medium shrubs
Interior Vehicle Parking Area		
	1 landscape island with one tree and 4 shrubs/10 parking spaces	20 islands – 20 large trees, 80 shrubs

Street Trees		
	Thoroughfare: Trees on private property within 5 ft of the right-of-way	Street Trees included in perimeter buffer (Master Plan)

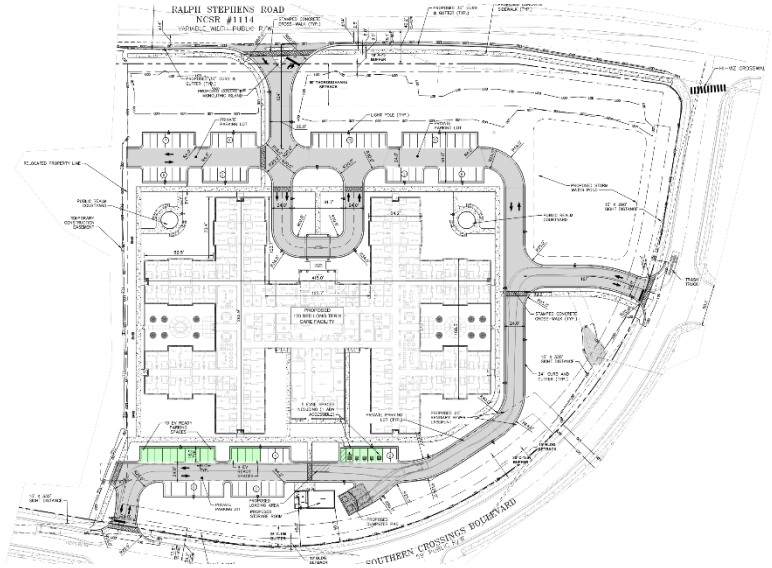
Parking (UDO Section 6):

	UDO Standard	Proposed Standard
Vehicle Parking Locations	Unrestricted	Unrestricted
Minimum Parking	None	96 spaces
Maximum Parking	None	96 spaces
Bike Parking	Exempt	Exempt
EV Parking	5% EVSE: 5 15% EVSE Ready: 15	5% EVSE: 5 15% EVSE Ready: 15

Building, Site and Subdivision Design (UDO Section 8 & Master Plan):

	Proposed Standard
Building Design	
Building Materials	Proposed at least 80% masonry on all elevations with quoins and belt courses serving as Human Scale Design Elements. The building includes dormers, a cupola, recessed entrances, and covered porches to fulfill the required residential building façade activation features.
Horizontal Variation	Building incorporates a distinguishable base, middle, and cap, segmented by the belt course running the length of the façade.
Residential Building Standards	The building façades incorporate wall offsets spaced no more than 50' apart and with a minimum depth of at least .5% of the total linear feet of building façade.
Roof Expression	Includes two different sloping roof planes between 3:12 and 12:12 due to building length in excess of 100'.
Site Design	
Off-street Loading	Off-Street Loading Spaces are designed so that all maneuvering to park vehicles for loading and unloading can take place entirely within the property lines of the premises.
Pedestrian Access & Circulation	The site is designed to include sidewalks which functionally connect the open spaces on-site and the building and provide safe pedestrian access from the parking spaces to each building entry.
Public Realm	The project provides two private courtyards facing public Right-of-Way with a minimum dimension of 40'x40' (option 1), and increases Type 1 Materials to constitute a minimum of 75% on each primary façade (option 11).

Proposed Site Design (UDO Section 8 and Conditional Zoning District)

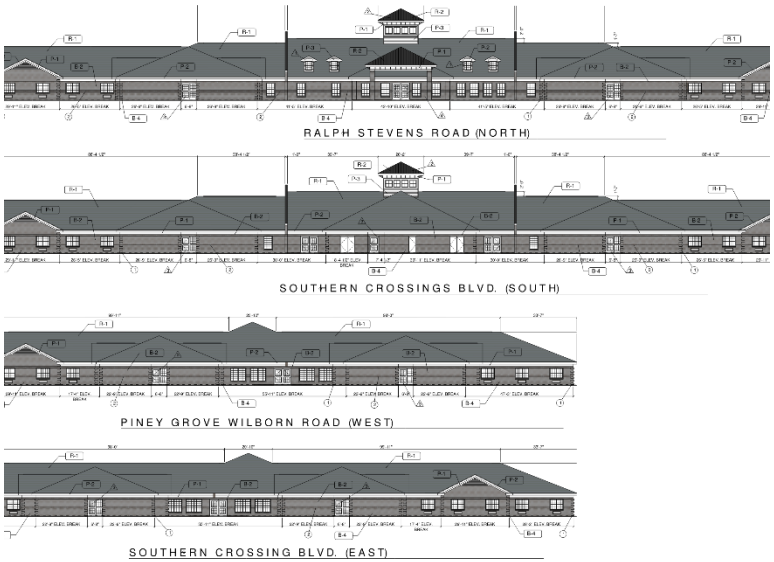


Site Design Highlights

Notable features include:

- Voluntary sidewalk extension along Ralph Stephens Rd. across the project's frontage.
- Two 40'x40' courtyards facing Ralph Stephens Rd.
- 96 parking spaces, including 14 EVSE-Ready and 5 EV spaces.

Building Elevations (UDO Section 8 and Conditional Zoning District)



Building Design Highlights

Notable features include:

- Minimum 80% masonry use on all elevations.
- Brick quoins and belt courses used as Human Scale Design Elements.
- 13' porte cochere over primary entrance.

Development Standards Staff Analysis

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Unified Development Ordinance

The Development Plan is consistent with the UDO, the Comprehensive Plan, Southern Crossroads Master Plan, and Development Agreement. The land use proposed is compatible with the surrounding area, including the Medical Office uses to the North and the Apartment Uses to the South and East. Perimeter buffers are provided in accordance with the Southern Crossroads Master Plan and the UDO. Open space, though accounted for through the Southern Crossroads Master Plan, is provided in the Northwest and Northeast corners of the site in private plaza areas. A sidewalk is voluntarily provided along the property frontage, furthering the goals of the CTP and Parks, Recreation and Greenways Master Plan. The building elevations are compliant with the UDO and are consistent with the design of other structures throughout the Southern Crossroads Master Plan.

Decision-Making Information

Comprehensive Plan and Unified Development Ordinance Consistency Summary Table

Vision Holly Springs Comprehensive Plan	
Land Use & Character Plan/Ordinances (Section 1)	☒ Consistent ☐ Inconsistent
Comprehensive Transportation Plan/Ordinances (Section 2)	☒ Consistent ☐ Inconsistent
Parks, Recreation & Greenways Master Plan/Ordinances (Section 3)	☒ Consistent ☐ Inconsistent
Community Facilities Plan/Ordinances (Section 4)	☒ Consistent ☐ Inconsistent
Infrastructure & Utilities Plan/Ordinances (Section 5)	☒ Consistent ☐ Inconsistent
Natural Resources Plan/Ordinances (Section 6)	☒ Consistent ☐ Inconsistent
Unified Development Ordinance	
Unified Development Ordinance	☒ Consistent ☐ Inconsistent

Choose an item. Staff Analysis
The applicant must demonstrate that the proposed Development Plan complies with minimum requirements specified in Town's adopted land development policies and ordinances.

The Development Plan complies with minimum requirements specified in Town adopted land development plans, policies, and ordinances and the requirements of the Southern Crossroads Development Agreement.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Neighborhood Meeting
The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 10/1/2024 & 6/12/2025
Summary of Issues: None

Planning Board Consideration & Action

Planning Board Meeting Date: 7/22/2025

A summary of the Planning Board discussion and final recommendation can be found in the Planning Board Action Report attached with the agenda item.

Town Council Consideration & Action

Quasi-Judicial Public Hearing

Prior to the Quasi-Judicial Public Hearing:

- Mailed notice will be sent to all property owners within 500 feet of the project.
- Posted notice will be made with a public hearing sign on the property.

Town Council Decision: Quasi-Judicial Decision

Quasi-Judicial Decision:

Quasi-Judicial decisions are determined by the presentation of factual evidence as to whether the proposed Development Plan satisfies the applicable development standards. The Town Council must hold a Quasi-Judicial public hearing to collect facts and then make a decision based on the written and oral evidence presented. A Quasi-Judicial decision must be made on facts and evidence and cannot be based on opinions or hearsay. Anyone who presents facts and evidence during the Quasi-Judicial public hearing must be sworn in under oath and may be subject to cross-examination. These criteria shall be used to evaluate whether the proposal will cause significant adverse impacts on adjacent properties:

Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.

Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.

Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.

Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.

Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

Potential Development Plan Petition Motion
Adopt Resolution #25-36 to make and accept Findings of Fact for and to approve / deny Development Plan 25-DP-02.

Motion to Approve Utility Allocation for 1936 Ralph Stephens Road Development Plan.

Planning Board Meeting Date: 7/22/2025

Per NCGS §160D-301(b), the Planning Board may provide a preliminary forum for review of quasi-judicial decisions, provided that no part of the forum or recommendation may be used as a basis for the deciding board.

Planning Board Decision Type: Advisory Decision

Advisory Decision
The Planning Board must review the application and make a recommendation to the Town Council.

The Planning Board should consider whether or not the proposed Development Plan is consistent with the technical standards of Town of Holly Springs Unified Development Ordinance.

The Planning Board discussed the following issues and concerns:
- The impact of future widening of Ralph Stephens Road on the project's buffer and frontage improvements.

Development Plan Motion
The Planning Board recommends the Town Council approve Development Plan 25-DP-02 for 1936 Ralph Stephens Road as submitted by Chris Bostic, dated Revised 4/14/2025 with staff recommended conditions.

The Planning Board voted in favor of the recommendation (9 - 0)

Resolution No. 25-36
Date Submitted: August 19, 2025
Date Adopted: August 19, 2025

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR AND TO APPROVE WITH CONDITIONS / DENY DEVELOPMENT PLAN (25-DP-02); FOR 1936 RALPH STEPHENS ROAD

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in March 2022; and

WHEREAS, pursuant to NCGS §§160D 403 and Chapter 11 of the Town of Holly Springs UDO, the Town Council of Holly Springs ("Town Council") has the authority to grant approval of Development Plans if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Development Plan Findings of Fact:
The Town Council shall consider the following review criteria in determining whether to approve, approve with conditions, or deny a Development Plan.

Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.

Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.

Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.

Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.

Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Applicant's written findings of fact into the minutes (Exhibit A), have received site plans, and have considered conditions of approval (Exhibit B) for the following requested Development Plan:

1936 Ralph Stephens Road (25-DP-02): 67,953 sq. ft., 120-bed residential care facility located at 1936 Ralph Stephens Road.

SUPPORTING APPROVAL

(This portion to be removed if vote to Deny)

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds that the Applicant's findings of fact to be consistent with the public testimony received on the requested Development Plan, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of additional conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to approve with conditions (Exhibit B) Development Plan (25-DP-02) for 1936 Ralph Stephens Road; as submitted by Kimley Horn.

SUPPORTING DENIAL

(This portion to be removed if vote to Approve)

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds that the Applicant's findings of fact (Exhibit A) not consistent with the public testimony received on the requested Development Plan, and therefore the Town Council reaches conclusions independently (Exhibit C).

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to deny Development Plan (25-DP-02) for 1936 Ralph Stephens Road; as submitted by Kimley Horn.

Adopted by the Holly Springs Town Council on this, the 19th day of August, 2025.

Town of Holly Springs by **ATTEST**:

_____ _____

Sean Mayefskie, Mayor Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

DEVELOPMENT PLAN (25-DP-02) FINDINGS OF FACT SUBMITTED BY APPLICANT

Condition 1: There are higher intensity uses already adjacent to the property. The Hawthorne Apartments are a dense residential facility across the street and the Walmart shopping center is in close vicinity to the North. As this is a long term care facility, we do not anticipate heavy traffic or noise from the facility. The use complies with CB District requirements by providing pedestrian walkways that facilitate access from adjacent residential and the use provides for a further mix of uses at the intersection node.

Condition 2: The lot has been previously cleared. The proposed facility will provide significant landscape at the perimeter buffers and along the building foundation. Additionally, a public realm area will be provided to enhance the property.

Condition 3: The project is located on a lot that is currently fully supported by utilities and public improvements. Water mains surround the site and sewer is available on the low side of the property. Southern Crossing Boulevard is fully improved with sidewalk, so the services are in place for the development.

Condition 4: The proposed site layout provides pedestrian access to both Ralph Stephens Road and Southern Crossing Boulevard with sidewalk connections. A public realm feature (outdoor seating area) will be provided adjacent to the building. The building itself will face Ralph Stephens Road and be of ample size and height to occupy the street.

Condition 5: This lot is identified as a Neighborhood Center and place to be transformed. The long term care facility will address the goals of transformation be developing a large portion of the lot and provide pedestrian connections as suggested in the Comprehensive Plan. The long term care facility also provides the appropriate transition for a neighborhood center as it provides a transitional area between residential and non-residential uses.

RESOLUTION EXHIBIT B

DEVELOPMENT PLAN (25-DP-02) CONDITIONS OF APPROVAL

1. All previous conditions of approval for Southern Crossroads Master Plan apply to this Development Plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement

2. The following must be submitted with the first Construction Drawing submittal:

    a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 8.4.E shall be submitted to and approved by Development Services.

    b. The raceway to serve EVSE-Ready spaces must be shown.

3. Prior to Construction Drawing Approval, the following items must be addressed:

    a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.

4. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.

5. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements included in the Traffic Study unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.

6. If build out exceeds the anticipated time frame in the approved Traffic Study, an update of the Traffic Study will be required prior to or with the Development Plan for the associated phase. Recommended improvements will be required to be completed prior to plat approval of that phase.

7. Offsite right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.

8. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between the property owners at the time of plat.

9. All Special Studies must be finalized prior to being scheduled for Planning Board.

10. Provide documentation in the form of a recorded plat of any required offsite sewer easements prior to first construction drawing submittal.

11. If any offsite water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Executive Director of Utilities and Infrastructure. The Town is not responsible for completion of off-site water facilities and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed. This will become a condition of approval.

12. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.

13. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.

14. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.

15. Please note that this project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance. A general stormwater requirement may affect this project. Refer to NCDWQ's website for more information.

16. Please note that the Town Staff has been delegated approval authority by NCDWQ for stormwater management plans. Documentation of approval to NCDEQ is the responsibility of the owner.

17. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.

18. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project. This will become a condition of plan approval.

19. Coordinate the location(s) and requirements of decorative street lighting during the construction drawing review process.

20. The proposed location of the FDC must be approved by Fire & Rescue during the Construction Drawing review process. FDCs shall be located on the front of the building and within 100 ft of a fire hydrant that wouldn't obstruct drive access (HSED&CS Section 6.07 E).

21. A note stating that the backflow device for fire lines is to be "RPZ" or "RPZ-type" shall be addressed during the Construction Drawing review process.

22. RPZ shall be located inside the Sprinkler Riser Rooms with exterior door. HSED&CS Section 6.07 F Detail 626.

23. A minimum of 6" address or suite numbers are required per NCFPC Section 505.1.

24. A Knox Box is required to be mounted at the riser room. Located at 5 ft above finish grade on the latch side of the door per HSED&CS Section 6.07 G.

25. The Applicant shall submit a WB50 turning template for fire apparatus access roads and aisles. This includes all drive aisles. HSED&CS Section 3.02.

26. The Sewer Basin Map shall be submitted as a plan sheet during the Construction Drawing review process. For all new outfalls and pump stations, provide a detailed drainage area map showing the project boundary and all upstream tributary areas of sewer. The sewer basin map must show drainage basin, the whole project, proposed sewer lines, topography, property lines of adjacent properties, environmental features, and sewer lines and stub out locations to serve all upstream tributary areas. Identify any reaches that may require line sizes more than 8".

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A unless specified below:

The Town Council made the following additional findings:

X No additional findings

RESOLUTION EXHIBIT D

ADDITIONAL CONDITIONS OF APPROVAL

The Town Council added the following conditions in order to adequately make and accept the Findings of Fact:

X No additional conditions of approval

DEVELOPMENT PETITION PACKET

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

Pre-Submittal Requirements

☑ Special Study Scoping meetings for Traffic and Water Resources are required to occur prior to your Sketch Plan (pre-application) meeting. These meetings will be held virtually. Please review the Town's Water Resource Management Policy. Complete the Traffic Scoping and Water Resource Inventory Request Forms and email to DSIntake@hollyspringsnc.gov to schedule your scoping meeting.

☑ A Neighborhood Meeting is required to occur prior to your submittal. The requirements for this meeting can be found in section 11.5 of the Unified Development Ordinance (UDO). The Neighborhood Meeting shall take place no more than 12 weeks prior to the application date and can be held virtually. A copy of the Neighborhood Meeting Notice must be sent to DSIntake@hollyspringsnc.gov prior to mailing for review and approval along with a copy of the mailing list.

☑ A Sketch Plan Review (Pre-Application) Meeting must be held a minimum of five (5) business days prior to but no more than 8 weeks before the Petition Submittal Deadline as specified on the appropriate submittal calendar.

To schedule a Sketch Plan (Pre-Application) Meeting, register for an account on the Portal and apply for a Planning & Zoning Review ~> Pre-Application Meeting.

The full review procedures for Major Subdivisions, Development Plans, and Special Use Permits can be found in the Town of Holly Springs Unified Development Ordinance (UDO).

Visit www.hollyspringsnc.us/2170/Development-Services for a current fee schedule and review calendars.

Submittal Requirements

All items listed are required for a complete submittal. Incomplete submittals will be rejected and delay the process.

Submit the following items via the Portal . All complete applications submitted by Noon on Friday will be reviewed by staff the following Monday. If your application is deemed complete and can move forward, you will be notified of any fees to be paid no later than Noon on Wednesday. Fees must be paid before your project is routed for review:

- Completed, Signed Petition
- All items listed on the submittal checklist
- Special Study reviews must be submitted concurrently with your Development Plan review.

For questions about your submittal, please review our Digital Submittals Webpage and reach out to DSIntake@hollyspringsnc.gov

PETITION TYPE	
☐	**Major Subdivision** ☐ Residential ☐ Non-Residential ☐ New ☐ Major Amendment ☐ Minor Amendment
☑	**Development Plan** ☐ Residential ☑ Non-Residential ☑ New ☐ Major Amendment ☐ Minor Amendment

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

PETITION CONTACT INFORMATION *(Attach additional sheets if needed)* Applicant and Financially Responsible Party will need to register for an account on the Portal.	
Project Applicant Check One: ☐ Owner ☐ Owner's Agent ☑ Design Professional ☐ Developer ☐ Other	
Name: Chris Bostic	Company: Kimley-Horn
Mailing Address: 421 Fayetteville Street, Suite 600	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-677-2000	E-Mail: chris.bostic@kimley-horn.com
Design Professional	
Name: Chris Bostic	Company: Kimley-Horn
Mailing Address: 421 Fayetteville Street, Suite 600	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-677-2000	E-Mail: chris.bostic@kimley-horn.com
Developer	
Name: Tara Myers	Company: Britthaven, Inc.
Mailing Address: 1435 Highway 258 N	
City, State, Zip: Kinston, NC 28504	
Telephone: 919-428-7361	E-Mail: jonwhite.nc@outlook.com
Architect	
Name: David Polston	Company: David Polston
Mailing Address: 3806 Park Ave, Suite 2L	
City, State, Zip: Wilmington, NC 28403	
Telephone: 910 350 8900	E-Mail: polstonaia@bellsouth.net
Landscape Architect	
Name: Adam Fullerton	Company: Kimley-Horn
Mailing Address: 421 Fayetteville Street, Suite 600	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-677-2000	E-Mail: adam.fullerton@kimley-horn.com
Financially Responsible Party (REQUIRED)	
Name: Tara Myers	Company: Britthaven, Inc.
Mailing Address: 1435 Highway 258 N	
City, State, Zip: Kinston, NC 28504	
Telephone: 919-428-7361	E-Mail: jonwhite.nc@outlook.com
Property Owner (REQUIRED)	
Name: Tara Myers	Company: Britthaven, Inc.
Mailing Address: 1435 Highway 258 N	
City, State, Zip: Kinston, NC 28504	
Telephone: 919-428-7361	E-Mail: jonwhite.nc@outlook.com

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

PROJECT INFORMATION	
Project Name	Principle LTC Holly Springs
PUD/Master Plan or Subdivision	Southern Crossroads
Shopping Center or Lot #	
Project Location *Use street address. If none, use closest intersection*	1936 Ralph Stephens Road
	☑ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0648857286
Real Estate ID	0457490
Project Acreage	7.16 Partial Parcel? ☐ Yes ☑ No
Current Zoning	CB
Proposed Use	Residential Care Facility
Open Space	☐ Dedication ☐ Fee-in-lieu ☐ Combination ☑ N/A
Waivers Requested	☑ No ☐ Yes: Specify UDO Section Number(s):
Special Study Scoping Meeting Dates	Scoping not required for traffic &sewer. Trip generation analysis included along with updated sewer memo.
Sketch Plan Review (pre-submittal) Meeting Date:	December 5, 2024
Water Resource Management Program (WRMP)	WRMP Priority Level ☐ 1 ☐ 2 ☐ 3 Allocation Request Required

CERTIFICATE OF COMPLETION
I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Signature of Applicant: Date: 11/26

DEVELOPMENT PLAN & MAJOR SUBDIVISION FINDINGS OF FACT

A petition for Development Plan or Major Subdivision may only be approved upon the presentation of the following:

1. The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein:

There are higher intensity uses already adjacent to the property. The Hawthorne Apartments are a dense residential facility across the street and the Walmart shopping center is in close vicinity to the North. As this is a long term care facility, we do not anticipate heavy traffic or noise from the facility. The use complies with CB District requirements by providing pedestrian walkways that facilitate access from adjacent residential and the use provides for a further mix of uses at the intersection node.

2. The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu:

The lot has been previously cleared. The proposed facility will provide significant landscape at the perimeter buffers and along the building foundation. Additionally, a public realm area will be provided to enhance the property.

3. The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties:

The project is located on a lot that is currently fully supported by utilities and public improvements. Water mains surround the site and sewer is available on the low side of the property. Southern Crossing Boulevard is fully improved with sidewalk, so the services are in place for the development.

4. The proposed building or site design enhances the public realm, maximize natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character:

The proposed site layout provides pedestrian access to both Ralph Stephens Road and Southern Crossing Boulevard with sidewalk connections. A public realm feature (outdoor seating area) will be provided adjacent to the building. The building itself will face Ralph Stephens Road and be of ample size and height to occupy the street.

5. The design of the project furthers the goals and policies of the Comprehensive Plan:

This lot is identified as a Neighborhood Center and place to be transformed. The long term care facility will address the goals of transformation be developing a large portion of the lot and provide pedestrian connections as suggested in the Comprehensive Plan. The long term care facility also provides the appropriate transition for a neighborhood center as it provides a transitional area between residential and non-residential uses.

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

NEIGHBORHOOD MEETING REPORT

A Neighborhood Meeting is required to occur prior to your submittal. The requirements for this meeting can be found in section 11.5 of the Unified Development Ordinance (UDO). The Neighborhood Meeting shall take place no more than 12 weeks prior to the application date and can be held virtually. A copy of the Neighborhood Meeting Notice must be sent to DSIntake@hollyspringsnc.gov prior to mailing for review and approval along with a copy of the mailing list.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	October 1, 2024
Meeting Time:	6 pm
Meeting Location:	Virtual

CONDUCT OF MEETINGS *(Attach additional sheets if needed)*

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

See attached.

Changes made to the Petition as a result of the meeting:

No changes as the two attendees were supportive of proposal.

Preparer's Signature: Date: 1/2/25

Principle LTC
Holly Springs Neighborhood Meeting Minutes
October 01, 2024

Attendees:
Chris Bostic (Kimley-Horn & Associates)
Max Mason (Principle Long Term Care)
Lilian Driver (property manager for Hawthorne at Holly Springs apartments)
Adam Zablud (Oak Village Academy Owner)

Opened the meeting at 5:55
Presentation started at 6:05
Introduced Chris as project engineer and Max as owner's representative.

Chris pointed out the property location on an aerial map. Talked through building, driveways, parking, storm water pond, and dumpster location.

Parcel at the corner of Ralph Stephens and Piney Grove/Wilbon is future development. Noted that this meeting is one of the first steps in the development permitting process.

Max described the use as a skilled nursing facility -long term care facility. He noted that the facility provides both out- and in-patient care.

Residents of the facility would not be driving, nor would they be leaving the facility with any frequency. He also noted that the project had gone through the permitting process pre-pandemic but then stopped.

Lilian asked if there was a way that the Hawthorne apartments could be an asset to the facility and that they would be excited to see if there would be any synergies for housing employees? Max responded that the Owner could definitely continue the conversation.

Adam was excited to see the project moving forward as the preschool was pursuing their permits during the original application pre-pandemic. He asked about any differences from the previously proposed project?

Max responded that the bed count had increased by 30 beds from the previous iteration to 120 beds. He noted that the need for these type of services has not kept up with population growth in the area.

Chris noted that the building and parking occupied a larger land area and that the parking was configured a bit differently too from the previous iteration.

Adam asked if there might be opportunities for the preschool kids to visit/volunteer? Max responded

that the residents would likely welcome that.
Max elaborated that ownership is based in NC (owners are in Kinston). The owner has another facility in Wake County with others in Johnston and Franklin County. Principle will be the management company while Hillco owns the land and facility.

Both Adam and Lilian left the meeting prior to 7 pm. Max and Chris stayed on until 7:02 before ending the session.

Principle LTC
Holly Springs Neighborhood Meeting Minutes
June 12, 2025

Attendees:
Chris Bostic (Kimley-Horn & Associates)
Max Mason (Principle Long Term Care)
Jon White (Principle Long Term Care)

Opened the meeting at 5:55
No attendees from the neighborhood.
Meeting ended at 7:00

HOLLY SPRINGS
North Carolina

Affidavit of Owner's Consent

Before me personally appeared Tara Myers who, being duly sworn, hereby proclaims that they are the owner of the property legally described as the specified Wake County Parcel Identification Number(s) listed below:

0648857286	

and does hereby authorize Kimley-Horn and Associates, Inc. to act

(name of representative/applicant)

on their behalf as their agent with regard to the processing of said Development Project.

Tara Myers
Signature of Owner

Tara Myers
Britthaven, Inc.
1435 Highway 258 N
Kinston, NC 28504

Sworn to or affirmed and subscribed before me this 11th day of April, 2025.

NOTARY PUBLIC:

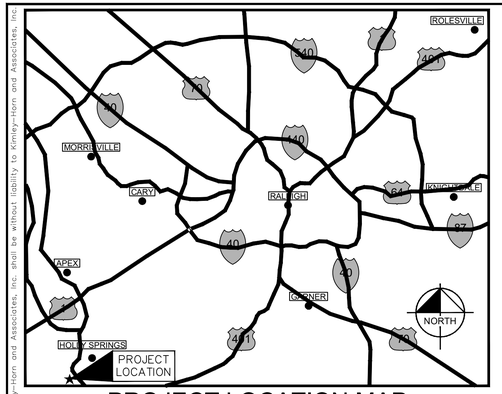
Nancy Gibson
Official Signature of Notary

NANCY GIBSON
My Comm. Expires
NOTARY PUBLIC
July 10, 2028
GREENE COUNTY, NC

(Official Seal)

Nancy Gibson, Notary Public
Print Name

My commission expires: July 10, 2028



PROJECT LOCATION MAP

SCALE: NOT TO SCALE

NOTES:

1. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN.
2. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

DEVELOPMENT PLAN FOR:

1936 RALPH STEPHENS ROAD

25-DP-02 / PLDP202500009

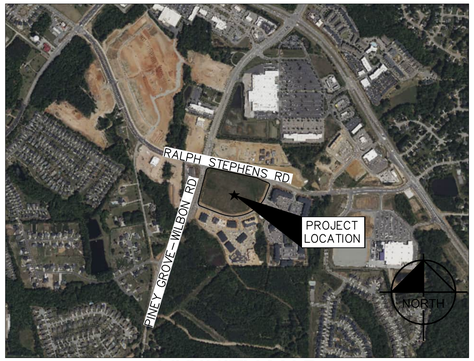
MASTER PLAN: SOUTHERN CROSSROADS 16-MAS-02-A04

ZONING: CB

LOCATION: 1936 RALPH STEPHENS ROAD
TOWN OF HOLLY SPRINGS
WAKE COUNTY, NORTH CAROLINA

A DEVELOPMENT BY:

BRITTHAVEN, INC.
1435 HIGHWAY 258
KINSTON, NC 28504-7208
PH: (919) 428-7361



VICINITY MAP

SCALE: 1" = 1000'

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C0.1	REPRESENTATIVE 3D IMAGE
C1.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	GRADING AND DRAINAGE PLAN
C4.0	UTILITY PLAN
C5.0	LIGHTING PLAN
C6.0	SITE DETAILS
L1.0	LANDSCAPE PLAN
L2.0	LANDSCAPE DETAILS
A1.1	ARCHITECTURAL ELEVATIONS SHEET 1
A1.2	ARCHITECTURAL ELEVATIONS SHEET 2
A1.3	ARCHITECTURAL ELEVATIONS SHEET 3
A1.4	ARCHITECTURAL ELEVATIONS SHEET 4
A1.5	ARCHITECTURAL ELEVATIONS SHEET 5

LTC Sewer Flow Calculations

Nursing home- 120 beds x 120 GPD/bed: 14,400 GPD

Office staff: 3 shifts (60, 30, 20 staff) x 25 GPD/Employee/Shift= 2,750 GPD

Total: 17, 150 GPD

EIS CONTROL CORNER
N – 685261.51'
E – 2049130.28'
EL – 442.69'

EIS CONTROL CORNER
N – 685001.84'
E – 2048519.88'
EL – 441.83'

PROJECT CONSULTANTS

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST, SUITE 600
RALEIGH, NORTH CAROLINA 27601
CONTACT: CHRIS BOSTIC, P.E.
PHONE: +1 (919) 653-2927
EMAIL: CHRIS.BOSTIC@KIMLEY-HORN.COM

ARCHITECT
DAVID R. POLSTON
3806 PARK AVE., SUITE 2L
WILMINGTON, NC 28403
CONTACT: DAVID R. POLSTON
PHONE: (910) 350-8900
EMAIL: POLSTONAIA@BELLSOUTH.NET

SURVEYOR
BENTON W. DEWAR AND ASSOCIATES
PROFESSIONAL LAND SURVEYOR
5920 HONEYCUTT ROAD
HOLLY SPRINGS, NORTH CAROLINA 27540
CONTACT:
PHONE: (919) 552-9813
FAX: (919) 557-2255

OWNER
BRITTHAVEN, INC.
1435 HIGHWAY 258
KINSTON, NC 28504-7208
CONTACT: JON WHITE
PHONE: (919) 428-7361
EMAIL: JONWHITE.NC@OUTLOOK.COM

EXISTING CONDITION NOTES:

EXISTING INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY PROVIDED BY BENTON W. DEWAR AND ASSOCIATES PROFESSIONAL LAND SURVEYORS, ENTITLED "SOUTHERN CROSSROADS" AND DATED OCTOBER 22, 2018 DATED. THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH CAROLINA STATE PLANE GRID (NAD83/2011). VERTICAL DATUM BASED ON NAVD'88.

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, BASED ON THE FLOOD INSURANCE RATE MAP COMMUNITY MAP NUMBER 3720064800J, DATED MAY 5, 2006.

PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

PREPARED IN THE OFFICE OF:

Kimley»Horn

© 2025 Kimley-Horn and Associates, Inc.

421 FAYETTEVILLE STREET - SUITE 600 - RALEIGH, NORTH CAROLINA 27601
PHONE: (919) 677-2000 NC CERTIFICATE OF AUTHORIZATION: F-0102

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 052503 CHRISTOPHER O. BOSTIC

PRELIMINARY NOT FOR CONSTRUCTION

KHA PROJECT	016582000
DATE	10/15/2024
SCALE	AS SHOWN
DESIGNED BY	JCB
DRAWN BY	JCB
CHECKED BY	COB

COVER SHEET

1936 RALPH STEPHENS ROAD
PREPARED FOR
BRITTHAVEN, INC.
HOLLY SPRINGS NORTH CAROLINA

SHEET NUMBER
C0.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By:Bell, JJ Sheet Set:PRINCIPLE LTC Layout:C0.1 REPRESENTATIVE 3D IMAGE June 12, 2025 02:46:12pm K:\RAL_LDEV\016582000_Principle LTC\Planning Phase\15_CAD Files\PlanSheets\C0.1 REPRESENTATIVE 3D IMAGE.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SHEET NUMBER
C0.1

1936 RALPH STEPHENS ROAD

PREPARED FOR
BRITTHAVEN, INC.

HOLLY SPRINGS NORTH CAROLINA

REPRESENTATIVE 3D IMAGE

KHA PROJECT	016582000
DATE	10/15/2024
SCALE	AS SHOWN
DESIGNED BY	JCB
DRAWN BY	JCB
CHECKED BY	COB

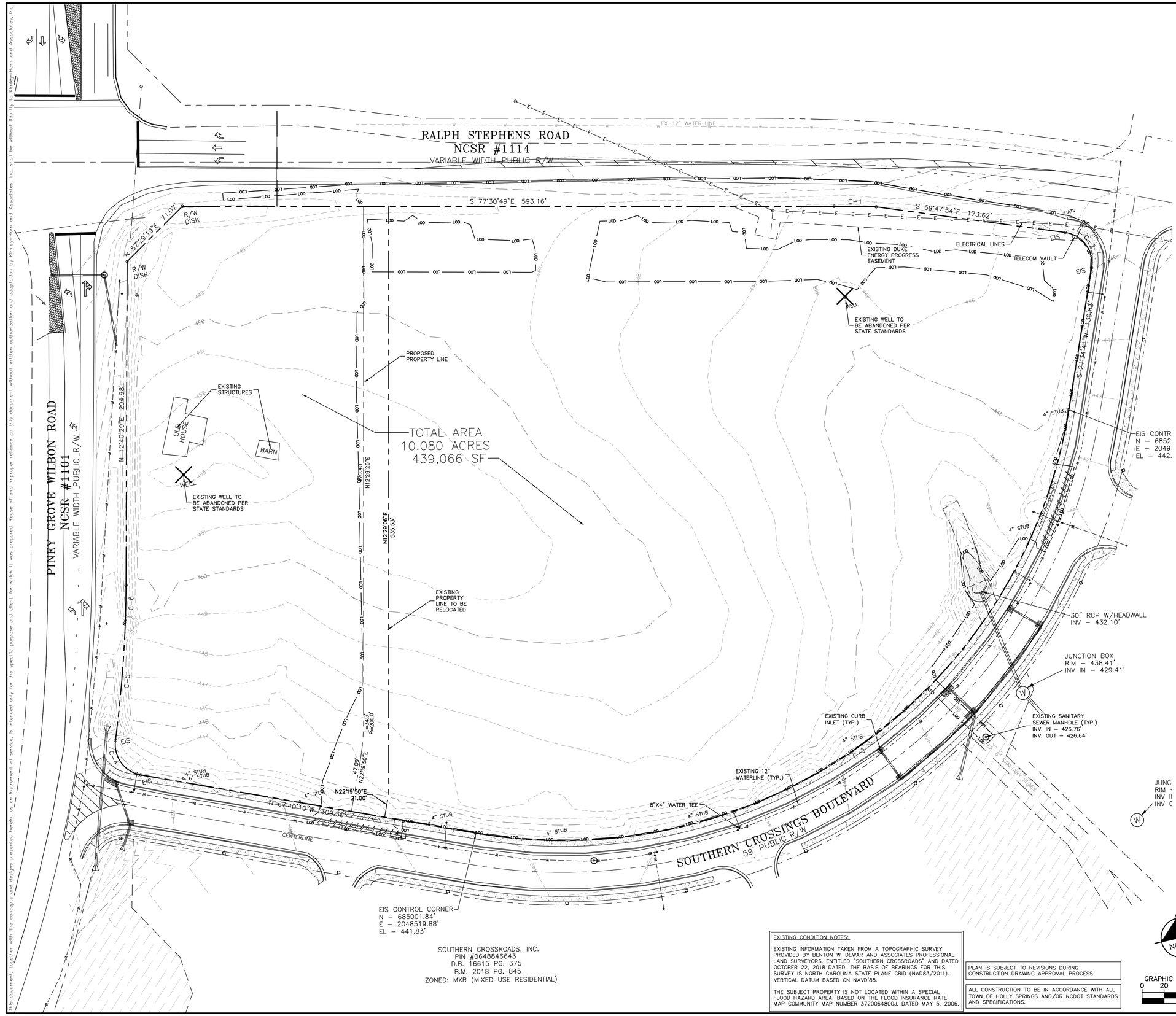
PRELIMINARY
NOT FOR CONSTRUCTION

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DEMOLITION LEGEND

- PROPERTY LINE
- LOD — LIMITS OF DISTURBANCE
- DEMOLISH SITE ITEM
- DEMOLISH UNDERGROUND UTILITY
- ABANDON UTILITY IN PLACE
- SAWCUT
- DEMOLISH SITE ITEM / TREE TO BE REMOVED
- BUILDINGS TO BE REMOVED
- SIDEWALK/PAVEMENT TO BE REMOVED

DEMOLITION NOTES

1. THE ITEMS IDENTIFIED FOR DEMOLITION ARE INTENDED TO AID THE CONTRACTOR. THE ITEMS IDENTIFIED MAY NOT INCLUDE ALL ASPECTS OF DEMOLITION REQUIRED TO CONSTRUCT THE PROPOSED IMPROVEMENTS. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE ALL NECESSARY DEMOLITION TO CONSTRUCT THE PROPOSED IMPROVEMENTS.
2. VEGETATION SHALL NOT BE CLEARED UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED AND A CERTIFICATE OF COMPLIANCE HAS BEEN ISSUED BY THE TOWN OF HOLLY SPRINGS EROSION CONTROL INSPECTOR.
3. CLEAR VEGETATION TO LIMITS SHOWN ON PLAN, REFER TO TREE PRESERVATION PLANS.
4. THE LOCATIONS OF EXISTING UTILITIES, STORM DRAINAGE STRUCTURES, AND OTHER ABOVE AND BELOW GRADE APPURTENANCES ARE APPROXIMATE AS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION, SIZE, AND INVERT ELEVATIONS OF SUCH PRIOR TO BEGINNING CONSTRUCTION.
5. INSTALL ALL EROSION CONTROL MEASURES PRIOR TO BEGINNING CONSTRUCTION; SEE SHEET ####.
6. NO SOIL DISTURBANCE, SOIL COMPACTION, CONSTRUCTION MATERIALS, OR CONSTRUCTION TRAFFIC ALLOWED BEYOND THE TREE PROTECTION BARRICADES OR WITHIN TREE PROTECTION ZONE.
7. TREE PROTECTION BARRICADES MUST BE INSTALLED PRIOR TO ANY GRADING, DEMOLITION, OR CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL PROJECT IS COMPLETED.
8. EXISTING SEPTIC DRAIN FIELD INFRASTRUCTURE TO BE REMOVED IN ITS ENTIRETY PER NCDEQ REQUIREMENTS. PULL PERMIT FOR WAKE COUNTY DHHS TO ASSESS DRAIN FIELD LOCATION AND EXTENTS. CONTRACTOR TO COORDINATE AND OBTAIN ANY NECESSARY PERMITS/APPROVALS PRIOR TO PRE-CONSTRUCTION MEETING.
9. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES AT EXISTING HEADWALL LOCATION PRIOR TO REMOVAL OF HEADWALL AND CONNECTION OF THE PROPOSED 48" STORM BYPASS PIPE. SUE TEST PIT DATA AND SUE SIGNALS INDICATE UTILITIES ARE BELOW AND BEHIND THE STORM CONNECTION. CONTRACTOR TO CONDUCT EXPLORATORY SOFT DIGS IN THESE AREAS PRIOR TO STORM BYPASS PIPE CONSTRUCTION AND REPORT FINDINGS TO ENGINEER.

SURVEY NOTES

AREA BY COORDINATES
NC GRID COORDINATES OBTAINED USING
RTK GPS OBSERVATIONS, REFERENCED TO
NAD 83(2012B) IN FEET.

PROPERTY SUBJECT TO BOTH ABOVE AND/OR BELOW GROUND UTILITIES AND/OR EASEMENTS. SEE BOOK OF MAPS 2015 PAGE 1668 FOR EASEMENTS THAT HAVE BEEN REMOVED PER THE TOWN OF HOLLY SPRINGS REQUEST ON BOOK OF MAPS 2018 PAGE 845.
ONLY VISIBLE UTILITIES SHOWN ON THIS PLAT. 811 SHOULD BE CALLED BEFORE ANY DIGGING OR CONSTRUCTION.

NO TITLE SEARCH PERFORMED FOR THIS SURVEY.

THIS LOT IS NOT LOCATED IN A
FLOOD HAZARD AREA PER
F.E.M.A. MAP #3720064800J
EFF. DATE: 5/2/2006 ZONE X

EXISTING CONDITION NOTES:

EXISTING INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY PROVIDED BY BENTON W. DEWAR AND ASSOCIATES PROFESSIONAL LAND SURVEYORS, ENTITLED "SOUTHERN CROSSROADS" AND DATED OCTOBER 22, 2018 DATED. THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH CAROLINA STATE PLANE GRID (NAD83/2011). VERTICAL DATUM BASED ON NAVD'88.

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, BASED ON THE FLOOD INSURANCE RATE MAP COMMUNITY MAP NUMBER 3720064800J. DATED MAY 5, 2006.

PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 035681 CHRISTOPHER O. ROSS

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT	016582000
DATE	10/15/2024
SCALE	AS SHOWN
DESIGNED BY	JCB
DRAWN BY	JCB
CHECKED BY	COB

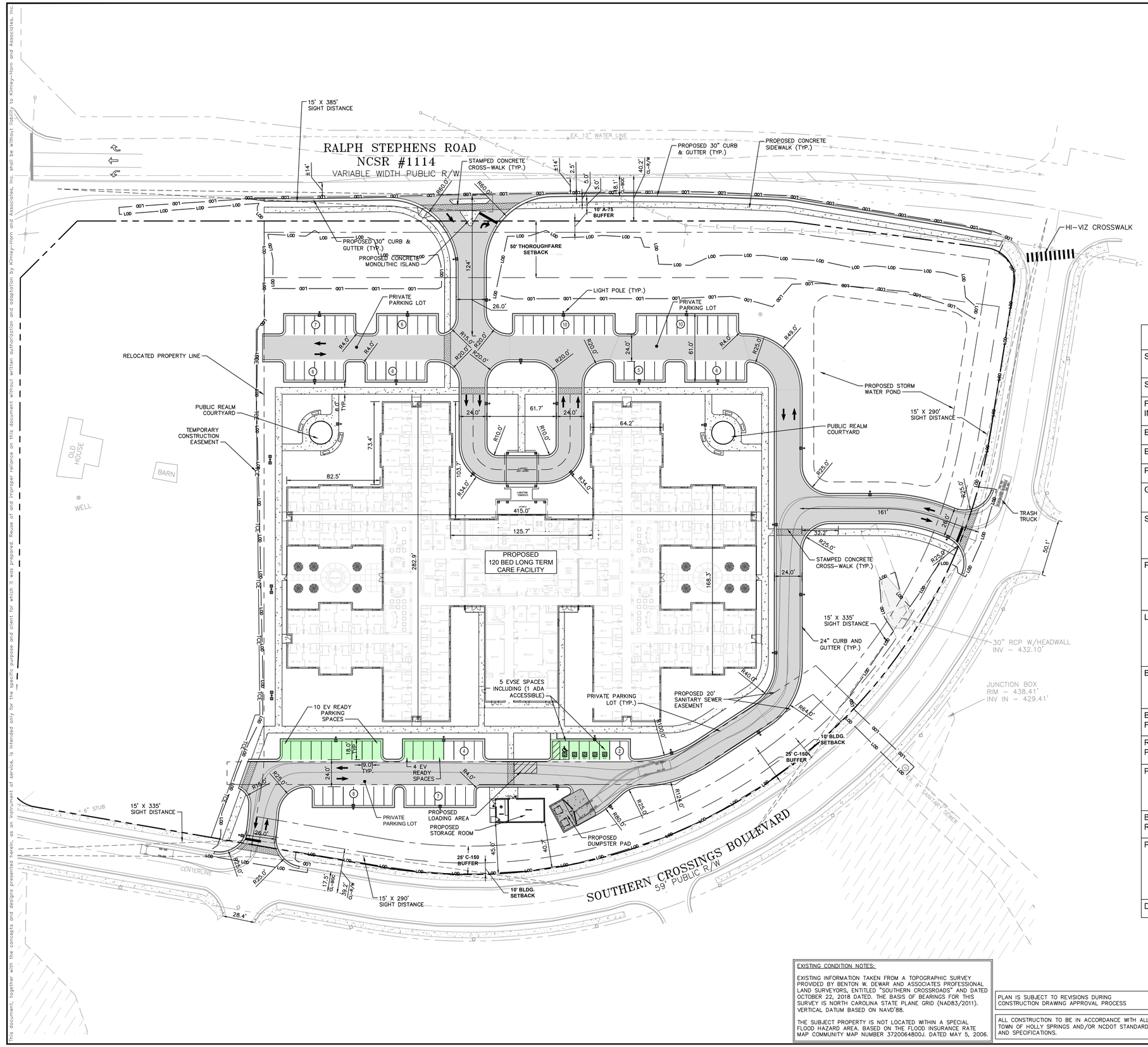
EXISTING CONDITIONS AND DEMOLITION PLAN

1936 RALPH STEPHENS ROAD

PREPARED FOR
BRITTHAVEN, INC.

HOLLY SPRINGS NORTH CAROLINA

SHEET NUMBER
C1.0



SITE LEGEND

- PROPERTY LINE
- EASEMENT LINE
- FENCE
- STANDARD CURB AND GUTTER
- SIGN (SEE PLAN)
- LIGHT POLE
- ACCESSIBLE PARKING MARKING (V INDICATES VAN ACCESSIBLE)
- DIRECTIONAL PAVEMENT ARROWS
- EVSE SPACES
- STAMPED CONCRETE CROSS-WALK
- HEAVY DUTY CONCRETE
- CONCRETE SIDEWALK
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT

SITE DATA TABLE

SITE ADDRESS	1936 RALPH STEPHENS ROAD, HOLLY SPRINGS, NC 27540
SITE PIN	0648857286
FEMA DIGITAL FLOOD INSURANCE MAP	DFIRM PANEL 3720064800K (EFFECTIVE JULY 18, 2007)
EXISTING ZONING	CB
EXISTING USE	VACANT LAND
PROPOSED USE	RESIDENTIAL CARE FACILITY
GROSS SITE AREA	TOTAL SITE AREA 7.46 AC. (324,797 SF)
SETBACKS	FRONT: 30' SIDE CORNER SETBACK: 30' SIDE: 5' THOROUGHFARE: MIN. 25'
PERIMETER BUFFER:	10' A-75 BUFFER ALONG RALPH STEPHENS RD. 25' TYPE C-150 BUFFER ALONG SOUTHER CROSSINGS BLVD. 5' TYPE A BUFFER ALONG WESTERN PROPERTY LINE
LOT REQUIREMENTS:	MIN LOT AREA: 7,200 SF MIN LOT WIDTH: 120' ON A US HIGHWAY, 40' ON ALL OTHER STREETS MIN OPEN SPACE: NOT REQUIRED DUE TO MAS
BUILDING HEIGHT:	MINIMUM HEIGHT: 25' MAXIMUM HEIGHT: 60' ***PROPOSED BUILDING HEIGHT: 33'-2"*** *MEASURED FROM THE EAVE LINE AT THE BASE OF THE CUPOLA*
BUILDING SQUARE FOOTAGE:	NURSING HOME – 67,953 SQFT STORAGE BUILDING– 937 SQFT
REQUIRED VEHICLE PARKING:	NO MAXIMUM REQUIRED PARKING
PARKING PROVIDED:	***96 SPACES (STANDARD AND ACCESSIBLE)*** ***- EV SPACES REQUIRED: 5% EVSE (5 SPACES), 15% EV READY (14 SPACES)*** ***- EV SPACES PROVIDED: 5***
BICYCLE PARKING REQUIRED:	NONE (EXEMPT)
PUBLIC REALM PROVIDED:	1. [8.3.B.1] (2) 40'X40' PRIVATE COURTYARDS FACING ONTO PUBLIC ROW. AND 2. [8.3.B.11] 75% TYPE 1 MATERIALS ON PRIMARY FAÇADES PER UDO SECTION 8.2.G.2.a.ii.
DISTURBED AREA:	7.41 ACRES

EXISTING CONDITION NOTES:

EXISTING INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY PROVIDED BY BENTON W. DEWAR AND ASSOCIATES PROFESSIONAL LAND SURVEYORS, ENTITLED "SOUTHERN CROSSROADS" AND DATED OCTOBER 22, 2018 DATED. THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH CAROLINA STATE PLANE GRID (NAD83/2011). VERTICAL DATUM BASED ON NAVD'88.

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, BASED ON THE FLOOD INSURANCE RATE MAP COMMUNITY MAP NUMBER 3720064800J, DATED MAY 5, 2006.

PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 053503 CHRISTOPHER O. ROSS

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT	016582000
DATE	10/15/2024
SCALE	AS SHOWN
DESIGNED BY	JCB
DRAWN BY	JCB
CHECKED BY	COB

SITE PLAN

1936 RALPH STEPHENS ROAD

PREPARED FOR
BRITTHAVEN, INC.

HOLLY SPRINGS, NORTH CAROLINA

SHEET NUMBER
C2.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

RALPH STEPHENS ROAD
NCSR #1114
VARIABLE WIDTH PUBLIC R/W

SOUTHERN CROSSINGS BOULEVARD
59' PUBLIC R/W

PROPOSED 120 BED LONG TERM CARE FACILITY
FFE=450.00

EX. 12" WATER LINE
PROPOSED STORM PIPE
PROPOSED JUNCTION BOX
PROPOSED FES
LIMITS OF DISTURBANCE (TYP.)
PROPOSED CURB INLET (TYP.)
10' A-75 BUFFER
50' THOROUGHFARE SETBACK
20' PRIVATE DRAINAGE EASEMENT
PROPOSED 15" STORM PIPE
PROPOSED 18" STORM PIPE
PRIVATE DRAINAGE EASEMENT
PROPOSED JUNCTION BOX
PROPOSED STORM WATER POND
PROPOSED FES
PROPOSED STORM PIPE (TYP.)
PROPOSED STORM OUTLET STRUCTURE AND PIPE
PROPOSED 15" STORM PIPE
PROPOSED 24" STORM OUTFALL
30" RCP W/HEADWALL
INV = 432.10'
JUNCTION BOX
RIM = 438.41'
INV IN = 429.41'
JUNCTION BOX
RIM = 435.84'
INV IN = 428.32'
INV OUT = 428.23'
TEMPORARY CONSTRUCTION EASEMENT
20' PRIVATE DRAINAGE EASEMENT
PROPOSED CURB INLET (TYP.)
PROPOSED 15" STORM PIPE
25' C-150 BUFFER
10' BLDG. SETBACK
N22°19'00"E 21.60'
N12°09'08"E 535.53'
OLD HOUSE
BARN
WELL
CENTERLINE
8" SANITARY SEWER

GRADING AND DRAINAGE LEGEND

	PROPERTY LINE
TCE	TEMPORARY CONSTRUCTION EASEMENT
	STORM DRAIN (≥ 12 INCH)
SD	STORM DRAIN (< 12 INCH)
RD	ROOF DRAIN
UD	UNDER DRAIN
	CURB AND GUTTER
	SPILL CURB AND GUTTER
LOD	LIMITS OF DISTURBANCE
805	EXISTING CONTOUR
805	PROPOSED CONTOUR
826.00	SPOT ELEVATION
	CATCH BASIN (CB)
SD	MANHOLE (SDMH)
	CLEANOUT (SDCO)
	DROP INLET (DI)
	AREA DRAIN (AD)
	CONTROL STRUCTURE (CS)
	FLARED END SECTION (FES)
	CONCRETE HEADWALL (HW)
	RIP-RAP APRON
	FLOW ARROW
TW	TOP OF WALL (GRADE ELEV.)
BW	BOTTOM OF WALL (GRADE ELEV.)
TP	TOP OF PAVEMENT (GRADE ELEV.)
TC	TOP OF CURB (GRADE ELEV.)
TC/TP	FLUSH CURB (GRADE ELEV.)
WT	WATER TIGHT JOINTS (WT)

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 030502 CHRISTOPHER O. ROSS

PRELIMINARY
NOT FOR CONSTRUCTION

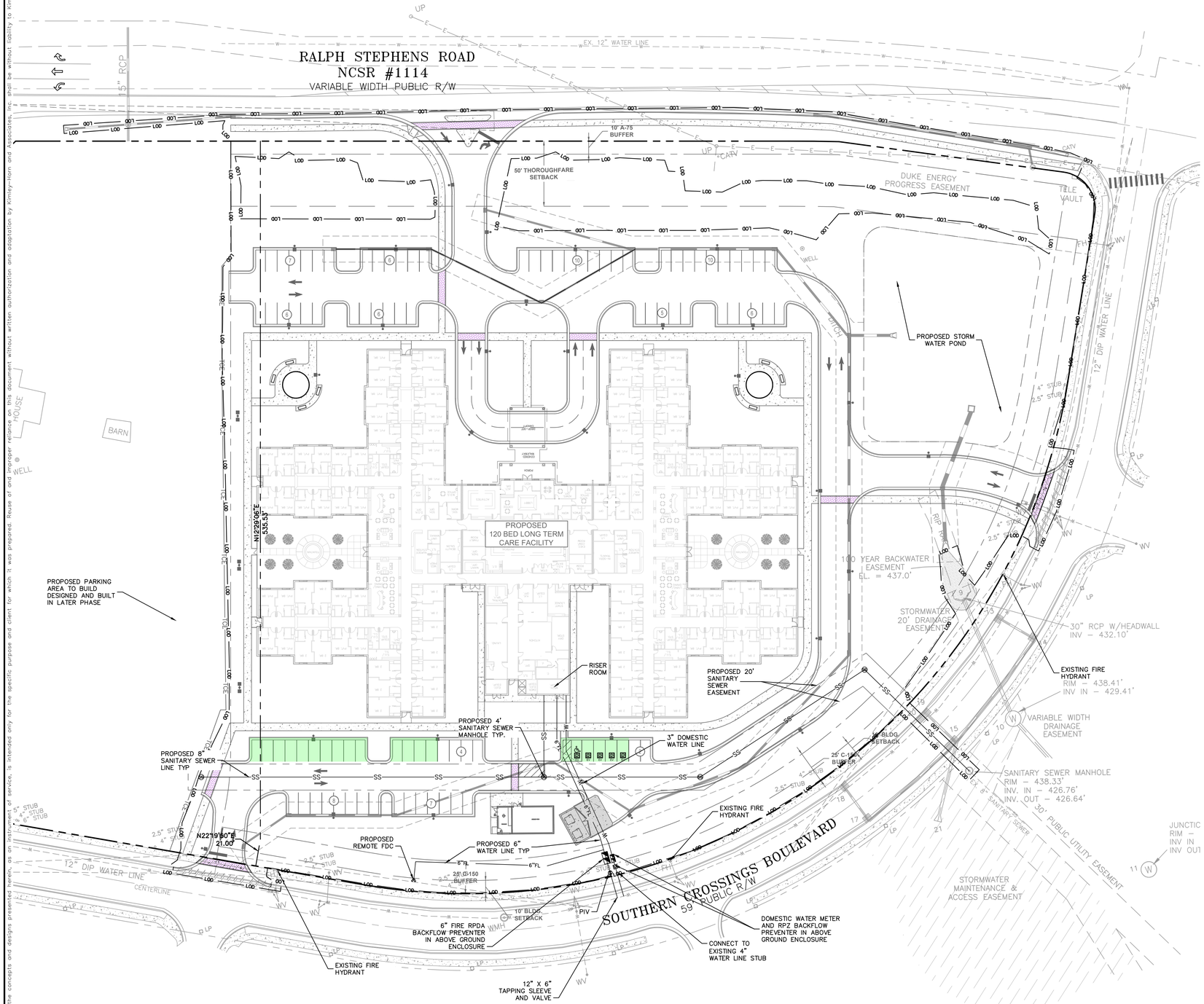
KHA PROJECT 016582000
DATE 10/15/2024
SCALE AS SHOWN
DESIGNED BY JCB
DRAWN BY JCB
CHECKED BY COB

GRADING AND DRAINAGE PLAN

1936 RALPH STEPHENS ROAD
PREPARED FOR
BRITTHAVEN, INC.
HOLLY SPRINGS NORTH CAROLINA

SHEET NUMBER
C3.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



UTILITY LEGEND

- PROPERTY LINE
- WATER LINE
- FW — FIRE LINE
- SANITARY SEWER LINE
- E — ELECTRIC
- FO — FIBER OPTIC
- G — GAS
- P — POWER
- T — TELECOMMUNICATION
- TV — CABLE
- LIGHT POLE
- WATER METER
- GATE VALVE
- POINT OF CONNECTION
- BACKFLOW PREVENTER
- PIPE TEE/BENDS
- REDUCER
- FIRE HYDRANT (FH)
- FIRE DEPARTMENT CONNECTION (FDC)
- SANITARY SEWER CLEANOUT (SSCO)
- SANITARY SEWER MANHOLE (SSMH)
- SANITARY SEWER GREASE TRAP

UTILITY NOTE:

1. KNOX BOX WILL BE PROVIDED ON BUILDING.

NO.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042503 CHRISTOPHER O. BOYD

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT 016582000
DATE 10/15/2024
SCALE AS SHOWN
DESIGNED BY JCB
DRAWN BY JCB
CHECKED BY COB

UTILITY PLAN

1936 RALPH STEPHENS ROAD

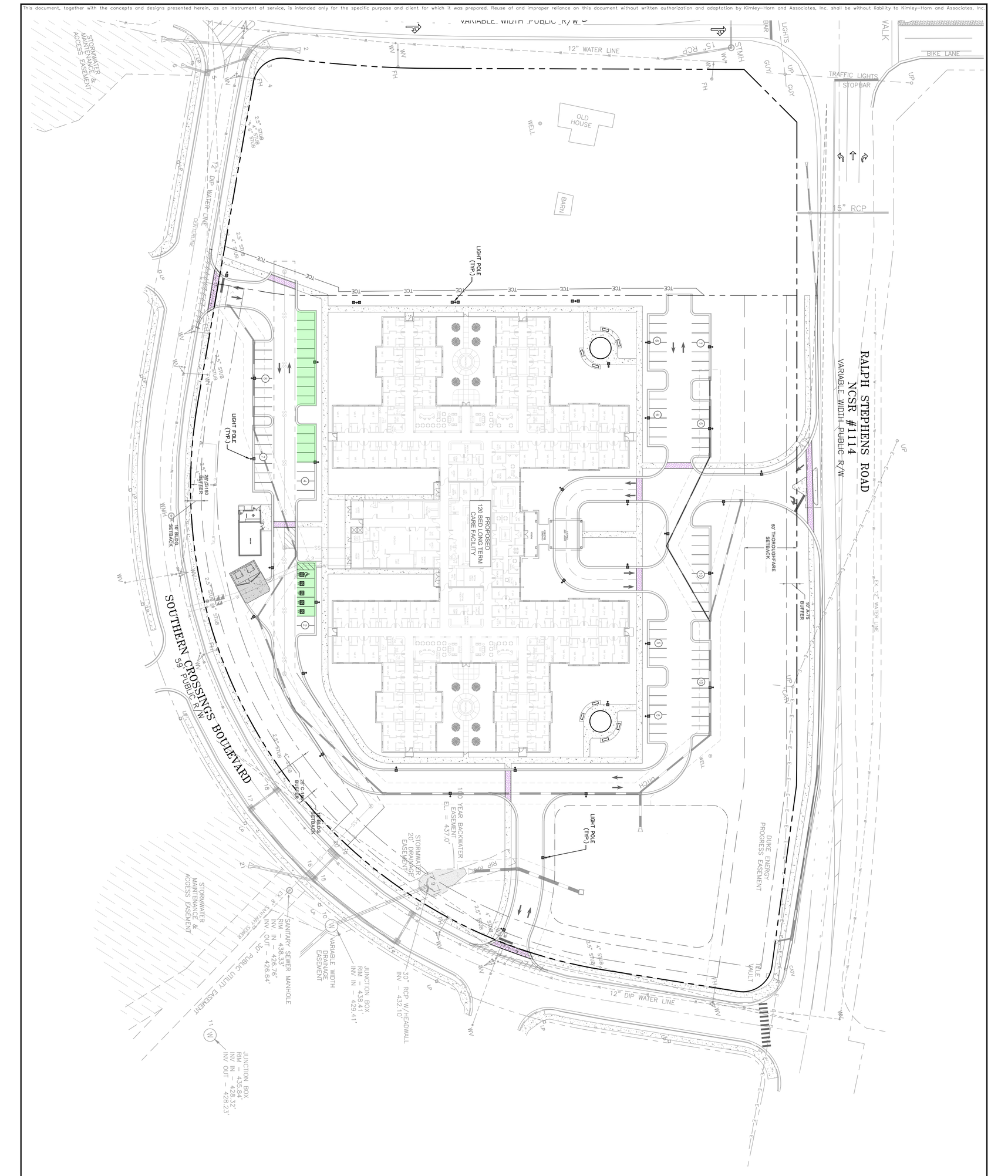
PREPARED FOR
BRITTHAVEN, INC.
HOLLY SPRINGS NORTH CAROLINA

SHEET NUMBER
C4.0

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

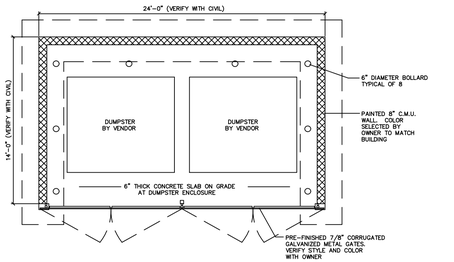


SHEET NUMBER	C5.0
PROJECT	1936 RALPH STEPHENS ROAD
PREPARED FOR	BRITTHAVEN, INC.
	HOLLY SPRINGS NORTH CAROLINA
SHEET TITLE	LIGHTING PLAN
KHA PROJECT	016582000
DATE	10/15/2024
SCALE	AS SHOWN
DESIGNED BY	JCB
DRAWN BY	JCB
CHECKED BY	COB

PRELIMINARY
NOT FOR CONSTRUCTION
CAD FILE NAME: C5.0 LIGHTING PLAN

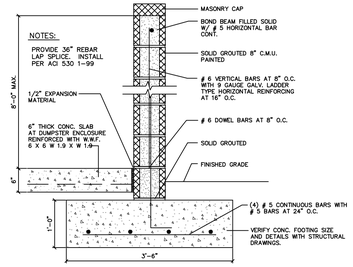
Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

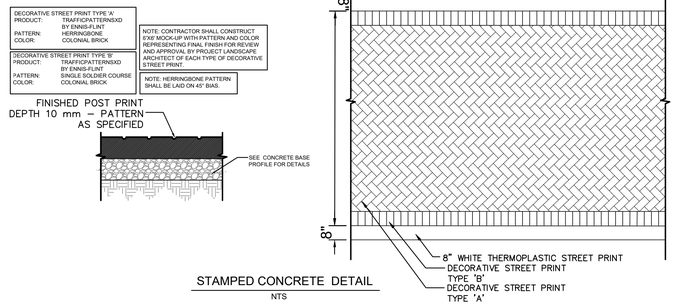


SEE CIVIL DRAWINGS FOR LOCATION OF DUMPSTER ENCLOSURE.

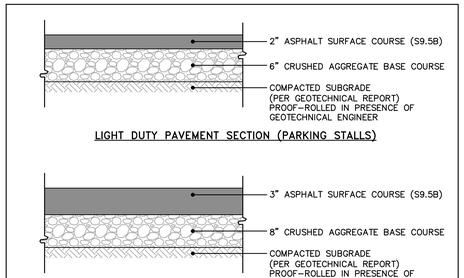
FLOOR PLAN — DUMPSTER PLAN
SCALE: 1/4" = 1'-0"



SECTION — DUMPSTER WALL
SCALE: 1"=1'-0"



STAMPED CONCRETE DETAIL
NTS



LIGHT DUTY PAVEMENT SECTION (PARKING STALLS)

HEAVY DUTY PAVEMENT SECTION (DRIVE AISLES)

NOTES

1. ALL PAVEMENT MATERIALS SHALL BE IN ACCORDANCE WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) STANDARD SPECIFICATIONS.
2. PAVEMENT SECTION MUST MEET THE CRITERIA GIVEN IN THE SITE SOIL REPORT.

ASPHALT PAVEMENT SECTIONS
N.T.S. KHA DETAIL NO: 02.101.R02 XX

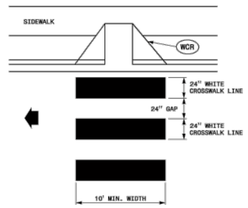
STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

Z-08

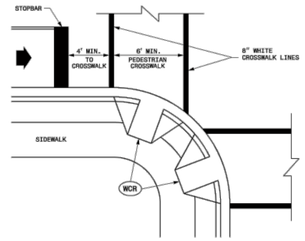
ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS PEDESTRIAN CROSSWALKS

SHEET 1 OF 1
1205.07

HI-VISIBILITY CROSSWALK



STANDARD CROSSWALK



GENERAL NOTES

1- THE MINIMUM WIDTH OF STANDARD CROSSWALKS IS 6 FEET. THE MINIMUM WIDTH OF HI-VISIBILITY CROSSWALKS IS 10 FEET.

2- CENTER CROSSWALKS TO THEIR CORRESPONDING WHEELCHAIR RAMPS, BUT DO NOT SET THEM WITHIN THE INTERSECTION AREA ESTABLISHED BY BISECTING THE INTERSECTION RADII.

3- PLACE STOP BARS A MINIMUM OF 4 FEET FROM NEAREST CROSSWALK LINE, BUT NOT WITHIN THE AREA OF A WHEELCHAIR RAMP. PLACE STOP BARS PARALLEL TO CROSSWALK LINES, BUT CAN BE PLACED PERPINDICULAR TO TRAVEL LANES.

4- COORDINATE PLACEMENT OF CROSSWALKS IN ALL CASES WITH THE LOCATION OF WHEELCHAIR RAMPS. (SEE SIGNAL PLANS).

LEGEND
DIRECTION OF TRAFFIC FLOW
WCR WHEELCHAIR RAMP

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

Z-08

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS PEDESTRIAN CROSSWALKS

SHEET 1 OF 1
1205.07

EXISTING CONDITION NOTES:

EXISTING INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY PROVIDED BY BENTON W. DEWAR AND ASSOCIATES PROFESSIONAL LAND SURVEYORS, ENTITLED "SOUTHERN CROSSROADS" AND DATED OCTOBER 22, 2018 DATED. THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH CAROLINA STATE PLANE GRID (NAD83/2011). VERTICAL DATUM BASED ON NAVD'88.

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA. BASED ON THE FLOOD INSURANCE RATE MAP COMMUNITY MAP NUMBER 3720064800J. DATED MAY 5, 2006.

PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042887 CHRISTOPHER O. BOSS

PRELIMINARY
NOT FOR CONSTRUCTION

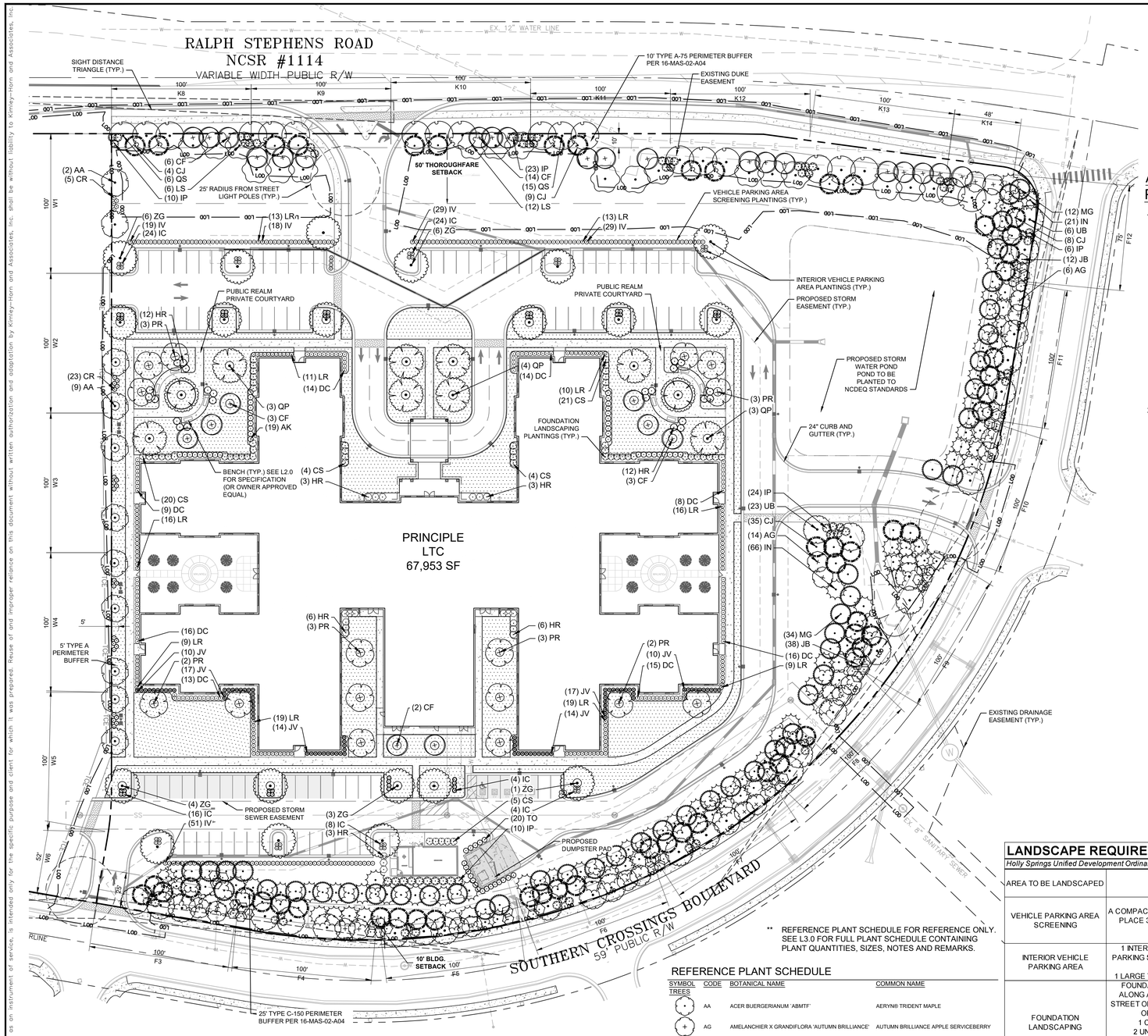
KHA PROJECT	016582000
DATE	10/15/2024
SCALE	AS SHOWN
DESIGNED BY	JCB
DRAWN BY	JCB
CHECKED BY	COB

SITE DETAILS

1936 RALPH STEPHENS ROAD
PREPARED FOR
BRITTHAVEN, INC.
HOLLY SPRINGS NORTH CAROLINA

SHEET NUMBER
C6.0

Plotted By: Bell, JJ Sheet Set: PRINCIPLE LTC Layout: C6.0 SITE DETAILS June 12, 2025 02:48:13pm K:\RAL_LDEV\016582000_Principle LTC\Planning Phase\15_CAD Files\PlanSheets\C6.0 SITE DETAILS.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



ALTERNATIVE LANDSCAPE PLAN NOTES:

1. IN COMPLIANCE WITH HOLLY SRPINGS UDO SECTION 5.2.3 ALTERNATE LANDSCAPE PLAN APPROVAL, SEVERAL BUFFER INCREMENTS, OR PORTIONS OF BUFFER INCREMENTS, HAVE BEEN RELOCATED DUE TO EASEMENTS, DRIVEWAYS, AND OTHER HARDSCAPE ELEMENTS OF THE PLANS. IN ACCORDANCE WITH SECTION 5.2.3:
   - 1.1. THE PLANS MAINTAIN THE TOTAL QUANTITY OF PLANT MATERIAL OTHERWISE REQUIRED AND IS THE SAME QUALITY, SIZE, DURABILITY AND HARDINESS
   - 1.2. THE PLANTINGS ARE APPROPRIATE TO THE SITE AND IT'S SURROUNDINGS
   - 1.3. IS CONSISTENT WITH THE INTENT AND PURPOSE OF THE LANDSCAPING CHAPTER
   - 1.4. PROVIDES EQUAL LANDSCAPING FOR NORMAL COMPLIANCE
   - 1.5. SAFETY CONSIDERATIONS MAKE ALTERNATIVE COMPLIANCE NECESSARY. TREES MUST REMAIN OUTSIDE OF SIGHT DISTANCE TRIANGLES, AND CANNOT BE WITHIN DUKE POWER EASEMENTS.
2. SEE BUFFER INCREMENTS & CODE LANDSCAPE REQUIREMENTS, THIS SHEET FOR RELOCATION NOTES IN COMPLIANCE WITH ALTERNATE LANDSCAPE PLANS. SEE L3.0 LANDSCAPE DETAILS FOR FULL PLANT SCHEDULE, MASTER PLAN BUFFER DETAILS, LANDSCAPE DETAILS AND PLANTING NOTES.

BUFFER INCREMENTS					
ID	Type	Width	Length	Requirements per increment	Proposed per increment
K8, K10	A-75	10 FT	100 FT	6 LARGE DECIDUOUS TREES, 2.5" CALIPER 3 SMALL DECIDUOUS TREES, 1" CALIPER 2 LARGE EVERGREEN TREES, 6' HEIGHT 5 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	3 QUERCUS SHUMARDII 3 LIQUIDAMBAR STYRACIFLUA 3 CORNUS FLORIDA 2 CRYPTOMERIA JAPONICA 5 ILLICIUM PARVIFLORUM
K9	A-75	10 FT	100 FT	6 LARGE DECIDUOUS TREES, 2.5" CALIPER 3 SMALL DECIDUOUS TREES, 1" CALIPER 2 LARGE EVERGREEN TREES, 6' HEIGHT 5 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	RELOCATED PORTION OF BUFFER OUTSIDE OF BUFFER LINE PER ALTERNATE LANDSCAPE PLAN 3 QUERCUS SHUMARDII 3 LIQUIDAMBAR STYRACIFLUA 3 CORNUS FLORIDA 2 CRYPTOMERIA JAPONICA 5 ILLICIUM PARVIFLORUM
K11-K13	A-75	10 FT	100 FT	6 LARGE DECIDUOUS TREES, 2.5" CALIPER 3 SMALL DECIDUOUS TREES, 1" CALIPER 2 LARGE EVERGREEN TREES, 6' HEIGHT 5 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	RELOCATED PORTION OF BUFFER OUTSIDE OF BUFFER LINE PER ALTERNATE LANDSCAPE PLAN 3 QUERCUS SHUMARDII 3 LIQUIDAMBAR STYRACIFLUA 3 CORNUS FLORIDA 2 CRYPTOMERIA JAPONICA 5 ILLICIUM PARVIFLORUM
K14	A-75	10 FT	48 FT	3 LARGE DECIDUOUS TREES, 2.5" CALIPER 2 SMALL DECIDUOUS TREES, 1" CALIPER 1 LARGE EVERGREEN TREES, 6' HEIGHT 3 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	RELOCATED PORTION OF BUFFER OUTSIDE OF BUFFER LINE PER ALTERNATE LANDSCAPE PLAN 3 QUERCUS SHUMARDII 2 CORNUS FLORIDA 1 CRYPTOMERIA JAPONICA 3 ILLICIUM PARVIFLORUM
F3-F4	C-150	25 FT	100 FT	3 LARGE DECIDUOUS TREES, 2.5" CALIPER 2 SMALL DECIDUOUS TREES, 1" CALIPER 18 LARGE EVERGREEN TREES, 6' HEIGHT 5 SMALL EVERGREEN TREES, 6' HEIGHT 3 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	RELOCATED PORTION OF BUFFER OUTSIDE OF BUFFER LINE PER ALTERNATE LANDSCAPE PLAN 3 ULMUS PARVIFLORA 'UPMTF' 2 AMELANCHIER X GRANDIFLORA 4 CRYPTOMERIA JAPONICA 9 ILEX X NELLIE R. STEVENS 5 MAGNOLIA GRANDIFLORA 5 JUNIPERUS VIRGINIANA 3 ILLICIUM PARVIFLORUM
F5-F7	C-150	25 FT	100 FT	3 LARGE DECIDUOUS TREES, 2.5" CALIPER 2 SMALL DECIDUOUS TREES, 1" CALIPER 18 LARGE EVERGREEN TREES, 6' HEIGHT 5 SMALL EVERGREEN TREES, 6' HEIGHT 3 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	3 ULMUS PARVIFLORA 'UPMTF' 2 AMELANCHIER X GRANDIFLORA 4 CRYPTOMERIA JAPONICA 9 ILEX X NELLIE R. STEVENS 5 MAGNOLIA GRANDIFLORA 5 JUNIPERUS VIRGINIANA 3 ILLICIUM PARVIFLORUM
F8-F10	C-150	25 FT	100 FT	3 LARGE DECIDUOUS TREES, 2.5" CALIPER 2 SMALL DECIDUOUS TREES, 1" CALIPER 18 LARGE EVERGREEN TREES, 6' HEIGHT 5 SMALL EVERGREEN TREES, 6' HEIGHT 3 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	RELOCATED PORTION OF BUFFER OUTSIDE OF BUFFER LINE PER ALTERNATE LANDSCAPE PLAN 3 ULMUS PARVIFLORA 'UPMTF' 2 AMELANCHIER X GRANDIFLORA 4 CRYPTOMERIA JAPONICA 9 ILEX X NELLIE R. STEVENS 5 MAGNOLIA GRANDIFLORA 5 JUNIPERUS VIRGINIANA 3 ILLICIUM PARVIFLORUM
F11	C-150	25 FT	100 FT	3 LARGE DECIDUOUS TREES, 2.5" CALIPER 2 SMALL DECIDUOUS TREES, 1" CALIPER 18 LARGE EVERGREEN TREES, 6' HEIGHT 5 SMALL EVERGREEN TREES, 6' HEIGHT 3 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	3 ULMUS PARVIFLORA 'UPMTF' 2 AMELANCHIER X GRANDIFLORA 4 CRYPTOMERIA JAPONICA 9 ILEX X NELLIE R. STEVENS 5 MAGNOLIA GRANDIFLORA 5 JUNIPERUS VIRGINIANA 3 ILLICIUM PARVIFLORUM
F12	C-150	25 FT	75 FT	2 LARGE DECIDUOUS TREES, 2.5" CALIPER 2 SMALL DECIDUOUS TREES, 1" CALIPER 14 LARGE EVERGREEN TREES, 6' HEIGHT 4 SMALL EVERGREEN TREES, 6' HEIGHT 2 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	2 ULMUS PARVIFLORA 'UPMTF' 2 AMELANCHIER X GRANDIFLORA 4 CRYPTOMERIA JAPONICA 6 ILEX X NELLIE R. STEVENS 4 MAGNOLIA GRANDIFLORA 5 JUNIPERUS VIRGINIANA 3 ILLICIUM PARVIFLORUM
W1-W3	Type A	5 FT	100 FT	2 LARGE DECIDUOUS TREES, 2.5" CALIPER 5 SHRUBS, 18" MIN. HEIGHT	2 ACER BUERGERIANUM 5 CLETHRA ALNIFOLIA
W4	Type A	5 FT	100 FT	2 LARGE DECIDUOUS TREES, 2.5" CALIPER 5 SHRUBS, 18" MIN. HEIGHT	3 ACER BUERGERIANUM 8 CLETHRA ALNIFOLIA
W5	Type A	5 FT	100 FT	2 LARGE DECIDUOUS TREES, 2.5" CALIPER 5 SHRUBS, 18" MIN. HEIGHT	2 ACER BUERGERIANUM 5 CLETHRA ALNIFOLIA
W6	Type A	5 FT	52 FT	1 LARGE DECIDUOUS TREE, 2.5" CALIPER 3 SHRUBS, 18" MIN. HEIGHT	RELOCATED TO W4 PER ALTERNATE LANDSCAPE PLAN

BUFFER INCREMENT NAMING CONVENTION ALIGNS WITH 16-MAS-02-A04. BUFFER AREAS K & F ARE PER 16-MAS-02-A04. BUFFER AREA W IS BASED ON UDO 2024 SUPPLEMENT 3. SEE CODE LANDSCAPE REQUIREMENTS TABLE FOR TOTAL NUMBER REQUIRED AND PROVIDED AND FOR OTHER APPLICABLE CODE REQUIREMENTS. SEE PLANT SCHEDULE FOR INSTALLATION SIZES.

LANDSCAPE REQUIREMENTS & CALCULATIONS

Holly Springs Unified Development Ordinance Last Amended June 18, 2024

AREA TO BE LANDSCAPED	CODE REQUIREMENT	LOCATION	SQUARE FEET/ LINEAR FEET	TOTAL QUANTITY REQUIRED	TOTAL QUANTITY PROVIDED	CODE SECTION
VEHICLE PARKING AREA SCREENING	A COMPACT ROW OF SHRUBS/HEDGE PLANTS PLACE 3' O.C. AT MINIMUM 24" HEIGHT AT PLANTING	PARKING IN A FRONT YARD, PARKING FACING A STREET OR RESIDENTIAL USE DISTRICT	**502 LF**	502 LF / 3 = **167** SHRUBS	**172** SHRUBS	*5.3.2*
INTERIOR VEHICLE PARKING AREA	1 INTERIOR LANDSCAPE ISLAND PER 10 PARKING SPACES. EACH ISLAND MUST BE 8' WIDTH AND 17' LENGTH. 1 LARGE TREE AND 4 SHRUBS PER ISLAND.	PARKING LOT ISLANDS	**20 ISLANDS**	20 ISLANDS x **1** = **20** TREES 20 ISLANDS x **4** = **80** SHRUBS	**20** LARGE TREES **80** SHRUBS	*5.3.3*
FOUNDATION LANDSCAPING	FOUNDATION LANDSCAPING REQUIRED ALONG ANY BUILDING FAÇADE FACING A STREET OR PARKING AREA, AS WELL AS 25% OF THE ADJACENT FAÇADE. 1 CANOPY TREE PER 75 FT OR 2 UNDERSTORY TREE PER 75 FT, 1 LARGE SHRUB PER 5 FT OR 1.5 MEDIUM SHRUBS PER 5 FT 5' MINIMUM WIDTH OF PLANTING AREA	ALONG BUILDING FACADES FACING A STREET OR PARKING AREA	**1527 LF + 125 LF (25% OF ADJACENT FACADES) = 1652 LF**	752 LF / 75 FT = **10** CANOPY TREES 900 LF / 75) x 2 LF = **24** UNDERSTORY TREES 545 LF / 5 FT = **109** LARGE SHRUBS 1107 LF x (1.5/5) = **332** MEDIUM SHRUBS	**10** CANOPY TREES **24** UNDERSTORY TREES **109** LARGE SHRUBS **334** MEDIUM SHRUBS	*5.3.4*
TYPE A-75 BUFFER PLANTING	6 LARGE DECIDUOUS TREES, 2.5" CALIPER 3 SMALL DECIDUOUS TREES, 1" CALIPER 2 LARGE EVERGREEN TREES, 6' HEIGHT 5 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT	NORTH BOUNDARY	**648 LF**	(648 LF / 100 LF) x 6 = **39** LARGE DECIDUOUS TREES (648 LF / 100 LF) x 3 = **19** SMALL DECIDUOUS TREES (648 LF / 100 LF) x 2 = **13** LARGE EVERGREEN TREES (648 LF / 100 LF) x 5 = **32** LARGE SHRUB/HEDGE PLANT	**39** LARGE DECIDUOUS TREES **20** SMALL DECIDUOUS TREES **13** LARGE EVERGREEN TREES **33** LARGE SHRUBS	*16-MAS-02-A04, 2002 UDO*
TYPE C-150 BUFFER PLANTING	3 LARGE DECIDUOUS TREES, 2.5" CALIPER 2 SMALL DECIDUOUS TREES, 1" CALIPER 18 LARGE EVERGREEN TREES, 6' HEIGHT 5 SMALL EVERGREEN TREES, 6' HEIGHT 3 LARGE SHRUB / HEDGE PLANTS, 36" HEIGHT PER 100 FT SEGMENT	SOUTH AND EAST BOUNDARY	**975 LF**	(975 LF / 100 LF) x 3 = **29** LARGE DECIDUOUS TREES (975 LF / 100 LF) x 2 = **20** SMALL DECIDUOUS TREES (975 LF / 100 LF) x 18 = **176** LARGE EVERGREEN TREES (975 LF / 100 LF) x 5 = **49** SMALL EVERGREEN TREES (975 LF / 100 LF) x 3 = **29** LARGE SHRUB/HEDGE PLANT	**29** LARGE DECIDIOUS TREES **21** SMALL DECIDUOUS TREES **176** LARGE EVERGREEN TREES **50** SMALL EVERGREEN TREES **30** LARGE SHRUBS	*16-MAS-02-A04, 2002 UDO*
TYPE A BUFFER (5' WIDTH)	2 LARGE DECIDUOUS TREES/ 100 FT & 5 SHRUBS/ 100 FT, 5 FT WIDTH	WEST PROPERTY BOUNDARY	**552 LF**	(552 LF / 100 LF) x 2 = **11** LARGE DECIDUOUS TREES (XX LF / 100 LF) x 5 = **28** SHRUBS	**11** LARGE DECIDUOUS TREES **28** SHRUBS	*5.3.1*

** REFERENCE PLANT SCHEDULE FOR REFERENCE ONLY. SEE L3.0 FOR FULL PLANT SCHEDULE CONTAINING PLANT QUANTITIES, SIZES, NOTES AND REMARKS.

REFERENCE PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
TREES			
	AA	ACER BUERGERIANUM `ABMTF`	AERYN® TRIDENT MAPLE
	AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE APPLE SERVICEBERRY
	CF	CORNUS FLORIDA	FLOWERING DOGWOOD
	CJ	CRYPTOMERIA JAPONICA `RADICANS`	RADICANS JAPANESE CEDAR
	IN	ILEX X `NELLIE R. STEVENS`	NELLIE R. STEVENS HOLLY
	JB	JUNIPERUS VIRGINIANA `BRODIE`	BRODIE EASTERN REDCEDAR
	LS	LIQUIDAMBAR STYRACIFLUA 'ROTUNDILOBA'	FRUITLESS SWEETGUM
	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA
	PR	PRUNUS X 'KANZAN'	KANZAN FLOWERING CHERRY
	QP	QUERCUS PHELLOS	WILLOW OAK
	QS	QUERCUS SHUMARDII	SHUMARD OAK
	UB	ULMUS PARVIFOLIA `UPMTF`	BOSQUE® LACEBARK ELM
	ZG	ZELKOVA SERRATA `GREEN VASE`	GREEN VASE JAPANESE ZELKOVA

REFERENCE PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME
SHRUBS			
	AK	ABELIA X GRANDIFLORA 'KALEIDOSCOPE'	KALEIDOSCOPE GLOSSY ABELIA
	CR	CLETHRA ALNIFOLIA 'RUBY SPICE'	RUBY SPICE SUMMERSWEET
	CS	CAMELLIA SASANQUA 'SHISHI GASHIRA'	SHISHI GASHIRA CAMELLIA
	DC	DISTYLIUM X 'PIDIST-III'	FIRST EDITIONS® COPPERTONE™ DISTYLIUM
	HR	HYDRANGEA QUERCIFOLIA `RUBY SLIPPERS`	RUBY SLIPPERS OAKLEAF HYDRANGEA
	IC	ILEX CRENATA 'SOFT TOUCH'	SOFT TOUCH JAPANESE HOLLY
	IP	ILLICIUM PARVIFLORUM	ANISE TREE
	IV	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY
	JV	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL EASTERN REDCEDAR
	LR	LOROPETALUM CHINENSE PIILC-III PP25471	PURPLE DAYDREAM DWARF LOROPETALUM
	TO	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE
GROUND COVERS			
	CA	CYNODON DACTYLON 'PRINCESS 77'	PRINCESS 77 BERMUDAGRASS

PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

No.	REVISIONS	DATE	BY
2	REVISE PER TOWN COMMENTS	04/14/25	JCB
1	PRE-APPLICATION COMMENTS	01/03/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA LANDSCAPE ARCHITECT PRELIMINARY NOT RELEASED FOR CONSTRUCTION JOSHUA W. FULLERTON 2420

KHA PROJECT	016582000
DATE	10/15/2024
SCALE	AS SHOWN
DESIGNED BY	MKP
DRAWN BY	MKP
CHECKED BY	AWF

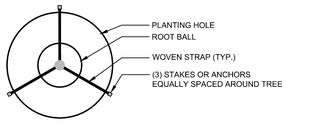
LANDSCAPE PLAN

1936 RALPH STEPHENS ROAD
PREPARED FOR
BRITTHAVEN, INC.
HOLLY SPRINGS NORTH CAROLINA

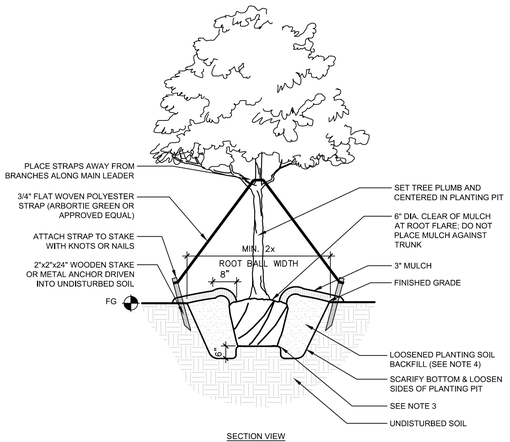
SHEET NUMBER
L1.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PLAN VIEW

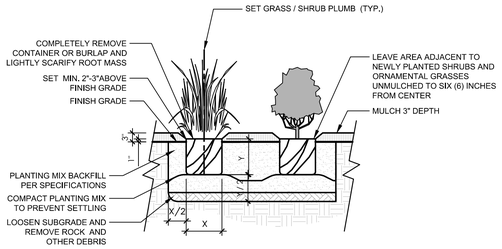


SECTION VIEW

TREE PLANTING NOTES:
1. FOR CONTAINER PLANTS, REMOVE CONTAINER & SCARIFY ROOT MASS PRIOR TO PLANTING.
2. FOR B&B PLANTS, COMPLETELY REMOVE TOP HALF OF WIRE BASKET AND BURLAP MATERIAL; REMOVE ALL TWINE, ROPE AND WIRE FROM ROOT BALL.
3. SET ROOT BALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 2-3" ABOVE FINISHED GRADE. TAMP SOIL FIRMLY AROUND BOTTOM OF ROOT BALL TO SET TREE PLUMB.
4. DIG & TURN PLANTING SOIL TO REDUCE COMPACTION. LIGHTLY TAMP SOIL AROUND ROOT BALL IN 6" LIFTS TO BRACE THE TREE. DO NOT OVER-COMPACT. MIX COMPOST INTO EACH LIFT OF BACKFILL AS RECOMMENDED IN SOIL REPORT. POUR WATER AROUND ROOT BALL TO SETTLE SOIL, AND BACKFILL AS REQUIRED TO MEET REQUIRED FINISHED GRADE.
5. A 3" HIGH x 8" WIDE BERM SHALL BE MADE AROUND THE ROOT BALL EDGE.
6. PRUNE TREES ONLY AS NEEDED TO REMOVE DEAD OR BROKEN BRANCHES.

1 L2.0 TREE PLANTING

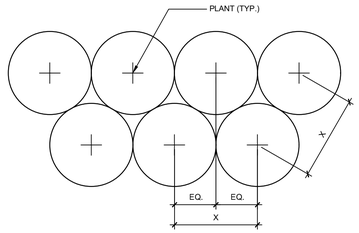
1/2" = 1'-0" PLAN/SECTION



SHRUB AND ORNAMENTAL GRASS PLANTING NOTES:
1. ALL PLANT MATERIAL PRICING SHALL INCLUDE MULCH, SOIL AMENDMENTS, BED PREPARATION, AND STAKING.
2. ALL PLANTING BEDS SHALL RECEIVE 3" (THREE INCHES) OF MULCH.
3. MULCH TYPE FOR PROJECT: DOUBLE SHREDDED HARDWOOD HARDWOOD DESIGNER MULCH IN DARK BROWN.
4. PLANT MATERIAL SPACING SHOWN ON LANDSCAPE PLANS SHALL OVERRIDE TYPICAL PLANT SPACING INDICATED ON PLANT SCHEDULE. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING ALL PLANT SPACING AND MAKING MINOR FIELD ADJUSTMENTS DUE TO UTILITY CONFLICTS.
5. ALL SHRUBS SHALL CONFORM TO THE STANDARDS SET FORTH IN THE MOST RECENT 'AMERICAN STANDARDS FOR NURSERY STOCK' PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (A.A.N.)
6. SOIL ANALYSIS SHALL BE OBTAINED PRIOR TO PLANTING. SOIL SHALL BE AMENDED AS RECOMMENDED BY CERTIFIED TESTING AGENCY.
7. SEE PLAN FOR SPACING.

2 L2.0 SHRUBS AND ORNAMENTAL PLANTINGS

1/2" = 1'-0" P-FL-02



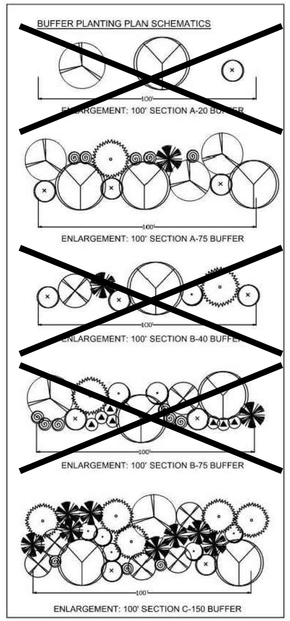
PLANT SPACING NOTES:
1. SEE PLANTING PLAN FOR GROUNDCOVER PLANTING AREAS.
2. PLANTS SHALL BE INSTALLED IN STRAIGHT AND PARALLEL ROWS UNLESS OTHERWISE SHOWN ON DRAWINGS.
3. SEE PLANT SCHEDULE FOR PLANT SPACING REQUIREMENTS ("X" DIMENSION IN THIS DETAIL).

3 L2.0 PLANT SPACING

1/2" = 1'-0" PLAN

GENERAL LANDSCAPE NOTES:

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
3. ALL TREES MUST HAVE A STRAIGHT TRUNK AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL TREES LOCATED WITHIN VEHICLE SIGHT TRIANGLES SHALL BE BRANCHED MIN. 8' (MEASURED FROM ADJACENT PROJECTED CURB LINE ELEVATION) PER ANSI Z60.1 STANDARDS FOR HEIGHT OF BRANCHING - STREET TREES.
7. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED. MULCH TO BE THREE(3) INCHES OF DOUBLE SHREDDED HARDWOOD DESIGNER MULCH IN DARK BROWN.
8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION. CONTRACTOR IS ALSO RESPONSIBLE FOR COORDINATING ALL UTILITY ADJUSTMENTS WITH FINAL FINISH GRADE. ALL UTILITIES SHALL SIT FLUSH WITH FINISH GRADES (BOTH PAVED AND LANDSCAPED SURFACES).
9. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THE LANDSCAPE PLANS BEFORE PRICING THE WORK. ANY DISCREPANCIES BETWEEN QUANTITIES ON PLAN AND PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT LANDSCAPE ARCHITECT AND ANY FIELD ADJUSTMENTS OR QUANTITY ADJUSTMENTS MUST BE AUTHORIZED PRIOR TO ORDERING AND PLANTING.
10. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, WEEDING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL SUBSTANTIAL COMPLETION.
11. THE CONTRACTOR SHALL COMPLETELY WARRANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE WARRANTEE PERIOD.
12. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION. CONTRACTOR SHALL CONTACT THE PROJECT LANDSCAPE ARCHITECT A MINIMUM OF ONE (1) WEEK IN ADVANCE TO SCHEDULE STAKING.
13. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE MEETING ALL PLANT SCHEDULE SPECIFICATIONS.
14. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
15. ALL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH DOUBLE SHREDDED HARDWOOD MULCH IN DARK BROWN OR CURRENT HOLLY SPRINGS STANDARD TO A DEPTH OF THREE (3) INCHES. ANY EXISTING LANDSCAPE BEDS THAT ARE DISTURBED MUST BE MULCHED TO MATCH EXISTING MULCH FOUND WITHIN LANDSCAPE BED.
16. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
17. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
18. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
19. THE TOP OF ALL ROOT BALLS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE, AS BORN TO PREVIOUS GRADE AND GROWING CONDITIONS.
20. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING TREES AND SHRUBS THAT WILL MEET BOTH MINIMUM SIZE AND SPACING FOR TREE AND THE TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE (UDO). FAILURE TO INSTALL PLANT MATERIAL PER THIS PLAN WILL JEOPARDIZE ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTIONS OF PLANT MATERIAL.
22. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES & ORDINANCES REGARDING LANDSCAPING. GENERAL CONTRACTOR IS TO CLEAN THE ENTIRE SITE OF ALL CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.
23. THE CONTRACTOR SHALL INSTALL NON-WOVEN GEOTEXTILE UNDER PLANTING BED MULCH IN ALL LANDSCAPE BEDS TO PREVENT WEED GROWTH.
24. THESE PLANT SCHEDULES AND LANDSCAPE CALCULATIONS HAVE BEEN PREPARED FOR MUNICIPAL REVIEW ONLY AND ARE SUBJECT TO CHANGE PENDING FINAL APPROVALS. THE REQUIRED PLANT MATERIAL QUANTITIES PROPOSED HEREIN SHALL BE COORDINATED WITH FINAL CONSTRUCTION DRAWINGS PRIOR TO INSTALLATION OF ANY AND ALL PLANT MATERIAL.



MASTER PLAN NOTES:
1. PER MASTER PLAN 16-MAS-02-A04, STREET TREES ARE INCLUDED IN BUFFERS. SEE PLANS AND PLANT SCHEDULE FOR PLANT SPECIES.

4 L2.0 BUFFER DETAILS FROM 16-MAS--02-A04

NOT TO SCALE PLAN

PLANTING NOTES:

(SEE PLANTING PLANS)

1. ALL PLANTS PROVIDED BY CONTRACTOR SHALL MEET OR SURPASS THE SPECIFICATIONS GIVEN IN THE PLANT TABLE AND CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z601-1973 IN REGARD TO SIZING, GROWING AND B&B SPECIFICATIONS. PLANTS SHALL BE FULL AND HEAVY, AND IN HEALTHY CONDITION AT THE TIME OF PLANTING. LANDSCAPE ARCHITECT SHALL REJECT ANY PLANT NOT MEETING THESE GUIDELINES AND REQUIRE REPLACEMENT.

2. ALL PLANTS ARE TO BE FULLY GUARANTEED (LABOR AND MATERIALS) FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF INSTALLATION.

3. ALL PLANTS THAT ARE UNABLE TO BE IMMEDIATELY PLANTED SHALL BE STORED IN A PROTECTED AREA OUT OF DIRECT SUN AND WIND. PLANTS SHALL BE EVENLY AND CONSISTENTLY WATERED, AS NEEDED, TO PREVENT DRYING OF ROOTS. ROOT BALLS OF B&B STOCK SHALL BE COVERED WITH AT LEAST 4 INCHES OF HARDWOOD MULCH TO MAINTAIN MOISTURE IN ROOTS.

4. THE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES SHOWN ON PLANS AND CLARIFY ANY DISCREPANCIES WITH LANDSCAPE ARCHITECT PRIOR TO PURCHASING PLANTS. CONTRACTOR SHALL TAG ALL TREES (AS DESIGNATED IN THE MASTER PLANT LIST) AT THE NURSERY FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO PURCHASING PLANTS.

5. LANDSCAPE ARCHITECT SHALL BE NOTIFIED IN WRITING OF ANY PROPOSED PLANT SUBSTITUTIONS BY THE CONTRACTOR. NO SUBSTITUTIONS SHALL BE MADE UNDER ANY CIRCUMSTANCES WITHOUT PRIOR APPROVAL BY THE LANDSCAPE ARCHITECT.

6. ALL PLANTS AND PLANTING BEDS SHALL BE LOCATED BY SCALED DIMENSIONS FROM BUILDINGS, CURBS, PAVEMENTS, ETC. SPECIFIC ATTENTION SHALL BE GIVEN TO ENSURE THAT PLANTS INDIVIDUALLY SHOWN ON THE PLAN ARE ACCURATELY LOCATED. LOCATION OF ALL PLANTS SHALL BE REVIEWED IN THE FIELD BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE FOR REVIEW.

7. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ALLOWED TO DISSIPATE BEFORE PLANTING.

8. ALL LANDSCAPE AREAS TO BE GRADED FOR POSITIVE DRAINAGE AND TO ENSURE NO STANDING WATER. SEE GRADING PLAN AND DRAINAGE PLANS FOR SPECIFIC GRADING INFORMATION AND PIPE INVERTS.

9. ESTABLISH AND MAINTAIN TOP OF GRADE BELOW ADJACENT CURBS, WALKWAYS AND OTHER HARDSCAPE AREAS TO ALLOW FOR INSTALLATION OF MULCH.

10. ALL SHRUB, GROUND COVER & ANNUAL PLANTING BEDS SHALL BE FILLED WITH MULCH TO A MINIMUM DEPTH OF 3 INCHES. MULCH SHALL BE DARK BROWN, DESIGNER-GRADE, DOUBLE-SHREDDED HARDWOOD. CONTRACTOR TO SUBMIT A SAMPLE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE AND DELIVERY TO PROJECT SITE.

11. FINISH OFF 2' - 4' CLEAR ZONE AROUND TREES WITH A 3" LAYER OF MULCH, BUT DO NOT PLACE UP AGAINST OR MOUND AROUND ROOT FLARE.

12. MIXED GROUNDCOVER AND PLANTS SPECIFIED FOR MASS PLANTINGS SHALL BE PLANTED IN GROUPS OF 3 - 7 AND LOCATED AS REQUIRED TO PROVIDE A GENERAL MIXING OF SPECIES. DO NOT PLANT IN ROWS OR REPETITIVE PATTERNS UNLESS OTHERWISE DIRECTED.

13. ALL SHADE TREES ADJACENT TO PEDESTRIAN WALKWAYS AND IN VEHICULAR SITE TRIANGLES SHALL BE UNDER-TRIMMED SUFFICIENTLY TO ALLOW CLEAR SIGHT AND PEDESTRIAN ACCESS UP TO 6 FEET ABOVE SIDEWALK ELEVATION. ALL PRUNING SHALL BE PERFORMED BY A CERTIFIED ARBORIST, AND ADHERE TO THE ANSI A300 PRUNING STANDARD. PRUNING CUTS ARE TO BE DELIBERATE AND TARGETED ONLY TO THE NECESSARY BRANCHES IN ORDER TO SATISFY SIGHT AND CLEARANCE REQUIREMENTS WHILE MAINTAINING THE INTEGRITY OF THE TREES.

14. CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO WATERING, MULCHING, SPRAYING, FERTILIZING, ETC.) OF THE PLANTING AREAS UNTIL SUBSTANTIAL COMPLETION.

15. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOLIATES PRIOR TO SUBSTANTIAL COMPLETION OF THE WORK SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY AND SIZE TO MEET PLANT SPECIFICATIONS.

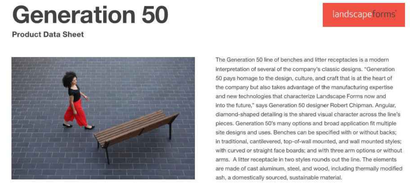
16. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES & ORDINANCES REGARDING LANDSCAPING.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	HEIGHT	PERCENTAGE OF PLANT TYPE
TREES								
	AA	11	ACER BUERGERIANUM `ABMTF` TYPE A BUFFER	AERYN® TRIDENT MAPLE	B&B	2.5" MIN.	8` MIN.	3%
	AG	20	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` TYPE C-150 BUFFER	AUTUMN BRILLIANCE APPLE SERVICEBERRY	B&B	1.5" MIN.	6` MIN	5%
	CF	28	CORNUS FLORIDA TYPE A-75 BUFFER, FOUNDATION PLANTING	FLOWERING DOGWOOD	B&B	1.5" MIN.	6` MIN	7%
	CJ	56	CRYPTOMERIA JAPONICA `RADICANS` TYPE C-150 BUFFER, TYPE A-75 BUFFER	RADICANS JAPANESE CEDAR	B&B	-	6` MIN	14%
	IN	87	ILEX X `NELLIE R. STEVENS` TYPE C-150 BUFFER	NELLIE R. STEVENS HOLLY	B&B	-	6` MIN	21%
	JB	50	JUNIPERUS VIRGINIANA `BRODIE` TYPE C-150 BUFFER	BRODIE EASTERN REDCEDAR	B&B	-	6` MIN	12%
	LS	18	LIQUIDAMBAR STYRACIFLUA `ROTUNDILOBA` TYPE A-75 BUFFER	FRUITLESS SWEETGUM	B&B	2.5" MIN.	8` MIN.	4%
	MG	46	MAGNOLIA GRANDIFLORA TYPE A-75 BUFFER, TYPE C-150 BUFFER	SOUTHERN MAGNOLIA	B&B		6` MIN	11%
	PR	16	PRUNUS X `KANZAN` FOUNDATION PLANTING	KANZAN FLOWERING CHERRY	B&B	1.5" MIN.	6` MIN	4%
	QP	10	QUERCUS PHELLOS FOUNDATION PLANTING	WILLOW OAK	B&B	2.5" MIN.	8` MIN.	2%
	QS	21	QUERCUS SHUMARDII TYPE A-75 BUFFER	SHUMARD OAK	B&B	2.5" MIN.	8` MIN.	5%
	UB	29	ULMUS PARVIFOLIA `UPMTF` TYPE C-150 BUFFER	BOSQUE® LACEBARK ELM	B&B	2.5" MIN.	8` MIN.	7%
	ZG	20	ZELKOVA SERRATA `GREEN VASE` INTERIOR VEHICLE PARKING AREA	GREEN VASE JAPANESE ZELKOVA	B&B	2.5" MIN.	8` MIN.	5%

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	HEIGHT	PERCENTAGE OF PLANT TYPE
SHRUBS							
	AK	38	ABELIA X GRANDIFLORA `KALEIDOSCOPE` FOUNDATION PLANTING	KALEIDOSCOPE GLOSSY ABELIA	3 GAL	24" MIN.	5%
	CR	28	CLETHRA ALNIFOLIA `RUBY SPICE` TYPE A BUFFER	RUBY SPICE SUMMERSWEET	3 GAL	18" MIN.	3%
	CS	54	CAMELLIA SASANQUA `SHISHI GASHIRA` FOUNDATION PLANTING	SHISHI GASHIRA CAMELLIA	5 GAL	36" MIN.	7%
	DC	105	DISTYLIUM X `PIIDIST-III` FOUNDATION PLANTING	FIRST EDITIONS® COPPERTONE™ DISTYLIUM	3 GAL	24" MIN.	13%
	HR	45	HYDRANGEA QUERCIFOLIA `RUBY SLIPPERS` FOUNDATION PLANTING	RUBY SLIPPERS OAKLEAF HYDRANGEA	5 GAL	36" MIN.	6%
	IC	80	ILEX CRENATA `SOFT TOUCH` INTERIOR VEHICLE PARKING AREA	SOFT TOUCH JAPANESE HOLLY	3 GAL	18" MIN.	10%
	IP	73	ILLICIUM PARVIFLORUM BUFFERS, FOUNDATION	ANISE TREE	5 GAL	36" MIN.	9%
	IV	146	ILEX VOMITORIA `NANA` VEHICLE PARKING AREA SCREENING	DWARF YAUPON HOLLY	3 GAL	24" MIN.	18%
	JV	82	JUNIPERUS VIRGINIANA `GREY OWL` FOUNDATION PLANTING	GREY OWL EASTERN REDCEDAR	3 GAL	24" MIN.	10%
	LR	135	LOROPETALUM CHINENSE PIILC-III PP25471 FOUNDATION, VEHICLE PARKING AREA SCREENING	PURPLE DAYDREAM DWARF LOROPETALUM	3 GAL	24" MIN.	17%
	TO	20	THUJA OCCIDENTALIS `SMARAGD` UTILITY SCREENING	EMERALD GREEN ARBORVITAE	5 GAL	36" MIN.	2%

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SPACING
GROUND COVERS							
	CA	40,618 SF	CYNODON DACTYLON `PRINCESS 77`	PRINCESS 77 BERMUDAGRASS	SOD		



The Generation 50 line of benches and litter receptacles is a modern interpretation of several of the company's classic designs. "Generation 50 pays homage to the design, culture, and craft that is at the heart of the company but also takes advantage of the manufacturing expertise and new technologies that characterize Landscape Forms now and into the future," says Generation 50 designer Robert Chipman. Angular, diamond-shaped detailing is the shared visual character across the line's pieces. Generation 50's many options and broad application fit multiple site designs and uses. Benches can be specified with or without backs; in traditional, cantilevered, top-of-wall mounted, and wall mounted styles; with curved or straight face boards; and with three arm options or without arms. A litter receptacle in two styles rounds out the line. The elements are made of cast aluminum, steel, and wood, including thermally modified ash, a domestically sourced, sustainable material.

Bench
- Generation 50 benches are available backed or backless.
- The bench has aluminum casting supports with a powdercoat finish, and a wood seating surface.
- Bench is available in four different styles – traditional, cantilever, top of wall, and wall mount
- Generation 50 bench styles include a variety of mounting options:
  - Generation 50 traditional is available freestanding, surface mount, or embedded
  - Generation 50 cantilever is available embedded or surface mounted.
  - Generation 50 top of wall is available embedded or surface mounted.
  - Generation 50 wall mounting – hardware to anchor to wall not included.
- Benches are 72" in length
- The backed and backless benches are available with either no arms, and arms, or end and center arms.
- The backed bench is offered with two arm styles - angle or loop arms.
- The backless bench is only available with angle arms.
- Available in ipe, jarrah, and domestically sourced thermally modified ash (DSTMA) for exterior use.
- Available in jarrah, domestically sourced thermally modified ash (DSTMA), oak, and maple with L/F-80 for interior use.
- The face boards of the bench can either be curved or straight-cut.
- Most styles of Generation 50 benches ship fully assembled.

	Style	Depth	Width / Length	Weight	Weight
	Traditional Backless	23.5"	72"	11.25"	88 lbs
	Traditional Backless with (2) Arms	23.5"	72"	21.5"	90 lbs
	Traditional Backless with (3) Arms	23.5"	72"	31.5"	95 lbs
	Traditional Backed	39"	72"	33"	106 lbs
	Traditional Backed with (2) Arms	39"	72"	33"	109 lbs
	Traditional Backed with (3) Arms	39"	72"	33"	144 lbs

Note: Weights and dimensions based on jarrah wood (straight-cut faceboards) and angle arms

	Faceboard Style
	Straight Cut
	Curved

5 L2.0 GENERATION 50 BENCH (OR OWNER APPROVED EQUAL)

NOT TO SCALE CUTSHEET

PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

NO.	REVISIONS	DATE	BY
1	PRE-APPLICATION COMMENTS	01/03/25	JCB
2	REVISE PER TOWN COMMENTS	04/14/25	JCB

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM
#F-0102

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 2420 KELLI WHITTINGTON FULLERTON 1ST W. FULLERTON

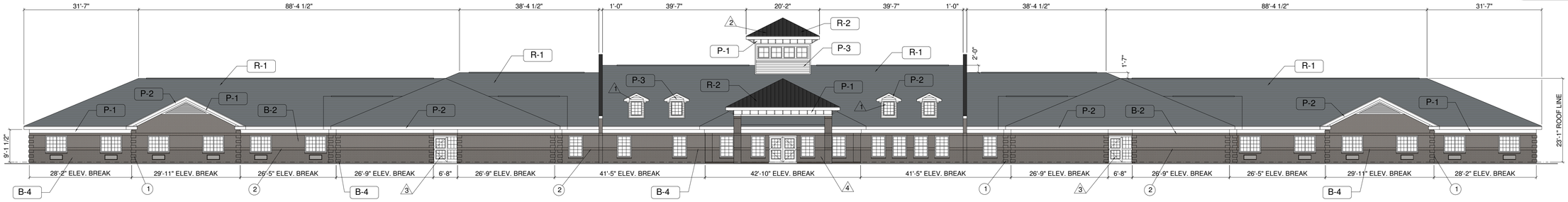
KHA PROJECT 016582000
DATE 10/15/2024
SCALE AS SHOWN
DESIGNED BY MKP
DRAWN BY MKP
CHECKED BY AWF

LANDSCAPE DETAILS

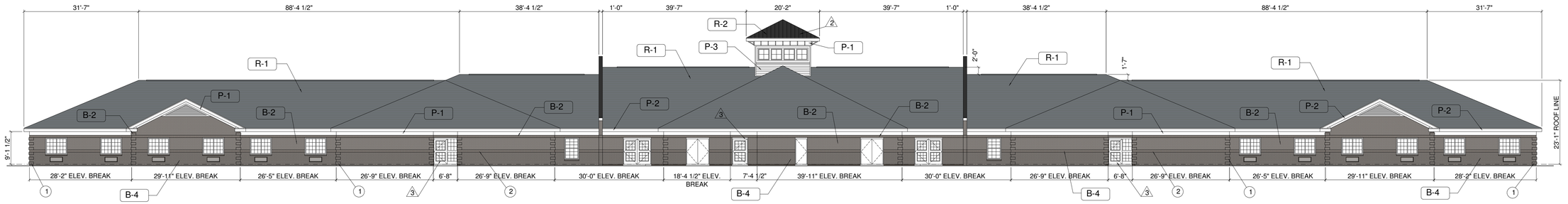
1936 RALPH STEPHENS ROAD
PREPARED FOR
BRITTHAVEN, INC.
HOLLY SPRINGS NORTH CAROLINA

SHEET NUMBER
L2.0

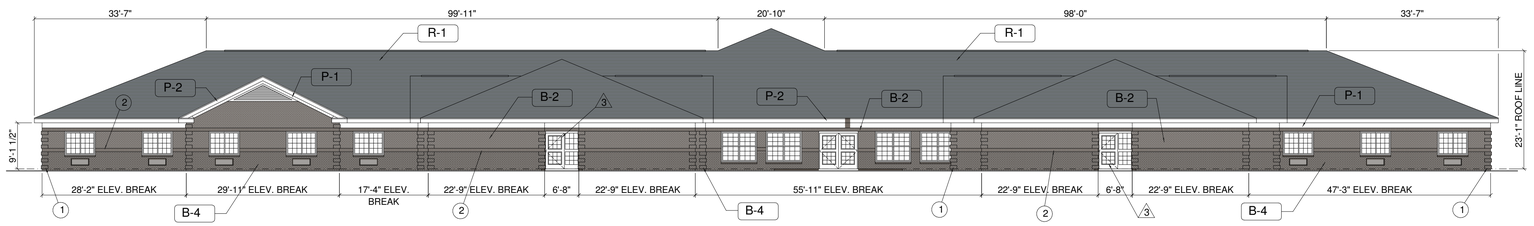
PRINCIPLE HEALTH CARE WAKE COUNTY
120 BED NURSING HOME
HOLLY SPRINGS NORTH CAROLINA



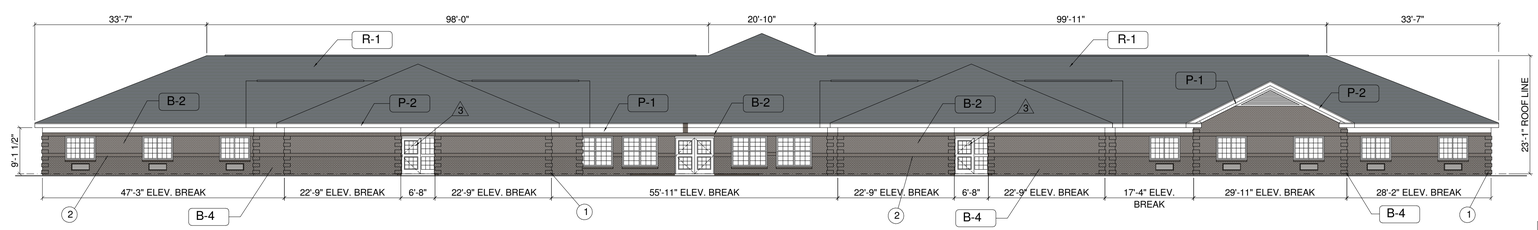
FRONT ELEVATION RALPH STEVENS ROAD (NORTH)



REAR ELEVATION SOUTHERN CROSSINGS BLVD. (SOUTH)



RIGHT SIDE ELEVATION PINEY GROVE WILBORN ROAD (WEST)



LEFT SIDE ELEVATION SOUTHERN CROSSING BLVD. (EAST)

MATERIAL CALCULATIONS

NORTH ELEVATIONS	SOUTH ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 755 S.F. (18.69%) AREA OF TYPE I MATERIAL (BRICK) - 2,881.50 S.F. (71.34%) AREA OF CORNICE - 402.75 S.F. (9.97%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 691. S.F. (17.11%) AREA OF TYPE I MATERIAL (BRICK) - 2,945.50 S.F. (72.92%) AREA OF CORNICE - 402.75 S.F. (9.97%)
WEST ELEVATIONS	**EAST ELEVATIONS**
TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)

NOTE: EXTERIOR WALL MOUNTED HVAC GRILLS TO BE AMANA 3005 DARK BRONZE TO MATCH ADJACENT B-4 PALMETTO WALNUT FACE BRICK.

EXTERIOR MATERIALS / COLORS

MARK	MATERIAL / COLOR
B-2	PALMETTO .75 GREYSTONE FACE BRICK
B-4	PALMETTO WALNUT FACE BRICK
P-1	CEMENTITIOUS CORNICE - SW 2829 CLASSIC WHITE
P-2	CEMENTITIOUS FASCIA - SW 2829 CLASSIC WHITE
P-3	CEMENTITIOUS LAP SIDING - SW 2829 CLASSIC WHITE
R-1	SHINGLES - TIMBERLINE - SLATE BLEND
R-2	STANDING SEAM METAL - PAC CLAD CHARCOAL

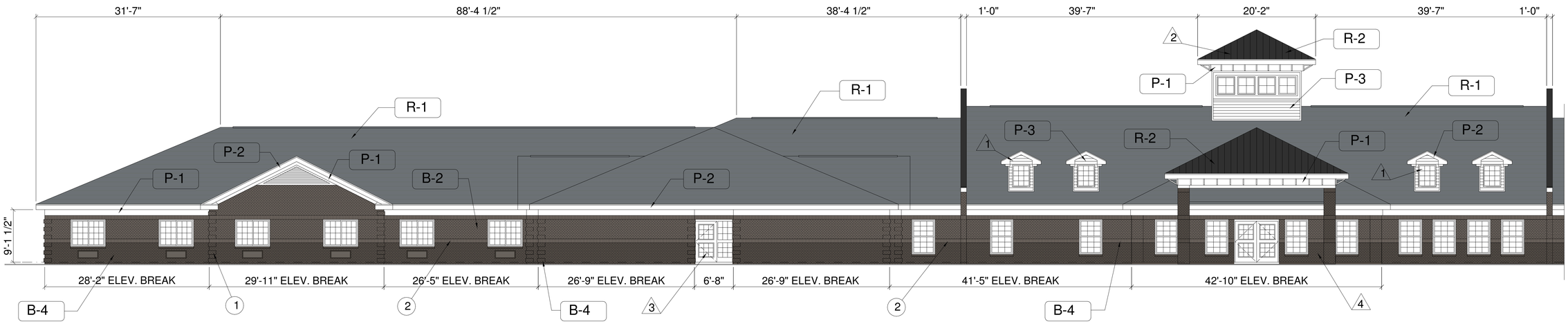
1

HUMAN SCALE DESIGN ELEMENT (UDO SECTION 8.2.G.2.e)	
MARK	DESIGN ELEMENT
1	BRICK QUOINS
2	CHANGE IN BRICK PATTERN / BELT COURSE

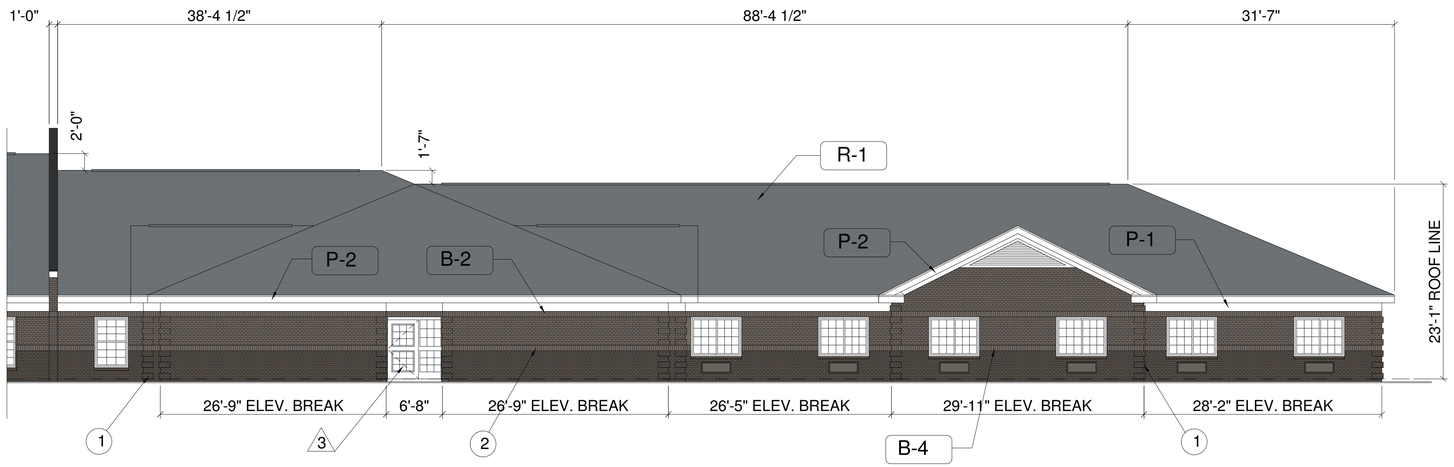
RESIDENTIAL BUILDING / FACADE STANDARDS (UDO SECTION 8.2.G.d.ii)	
MARK	DESIGN ELEMENT
1	DORMERS
2	CUPOLA
3	RECESSED ENTRACE
4	COVERED PORCH

DAVID R. POLSTON ARCHITECT

PRINCIPLE HEALTH CARE WAKE COUNTY
120 BED NURSING HOME
HOLLY SPRINGS NORTH CAROLINA



PARTIAL FRONT ELEVATION RALPH STEVENS ROAD (NORTH)



PARTIAL FRONT ELEVATION
RALPH STEVENS ROAD (NORTH)

MATERIAL CALCULATIONS	
NORTH ELEVATIONS	SOUTH ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 755 S.F. (18.69%) AREA OF TYPE I MATERIAL (BRICK) - 2,881.50 S.F. (71.34%) AREA OF CORNICE - 402.75 S.F. (9.97%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 691. S.F. (17.11%) AREA OF TYPE I MATERIAL (BRICK) - 2,945.50 S.F. (72.92%) AREA OF CORNICE - 402.75 S.F. (9.97%)
WEST ELEVATIONS	EAST ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)

NOTE: EXTERIOR WALL MOUNTED HVAC GRILLS TO BE AMANA 3005 DARK BRONZE TO MATCH ADJACENT B-4 PALMETTO WALNUT FACE BRICK.

EXTERIOR MATERIALS / COLORS	
MARK	MATERIAL / COLOR
B-2	PALMETTO .75 GREYSTONE FACE BRICK
B-4	PALMETTO WALNUT FACE BRICK
P-1	CEMENTITIOUS CORNICE - SW 2829 CLASSIC WHITE
P-2	CEMENTITIOUS FASCIA - SW 2829 CLASSIC WHITE
P-3	CEMENTITIOUS LAP SIDING - SW 2829 CLASSIC WHITE
R-1	SHINGLES - TIMBERLINE - SLATE BLEND
R-2	STANDING SEAM METAL - PAC CLAD CHARCOAL

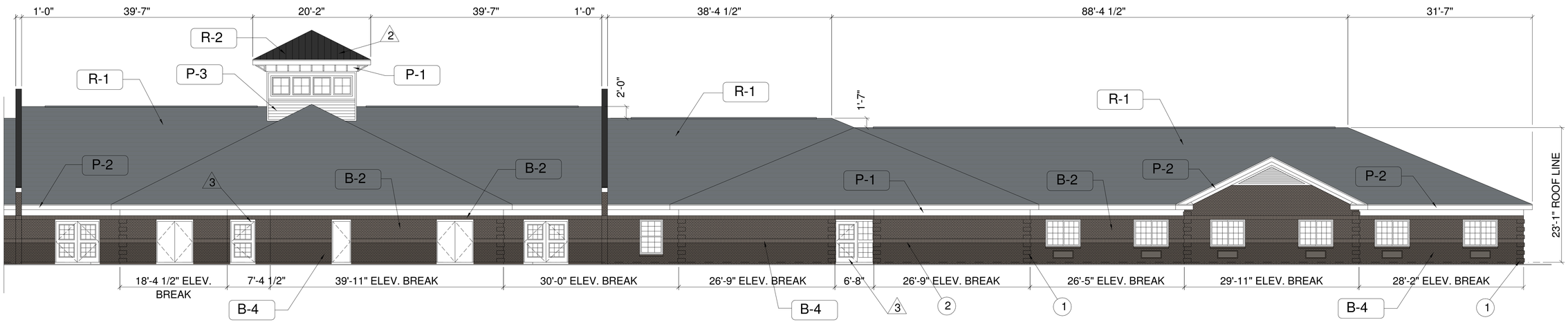
HUMAN SCALE DESIGN ELEMENT (UDO SECTION 8.2.G.2.e)	
MARK	DESIGN ELEMENT
1	BRICK QUOINS
2	CHANGE IN BRICK PATTERN / BELT COURSE

RESIDENTIAL BUILDING / FACADE STANDARDS (UDO SECTION 8.2.G.d.ii)	
MARK	DESIGN ELEMENT
1	DORMERS
2	CUPOLA
3	RECESSED ENTRACE
4	COVERED PORCH

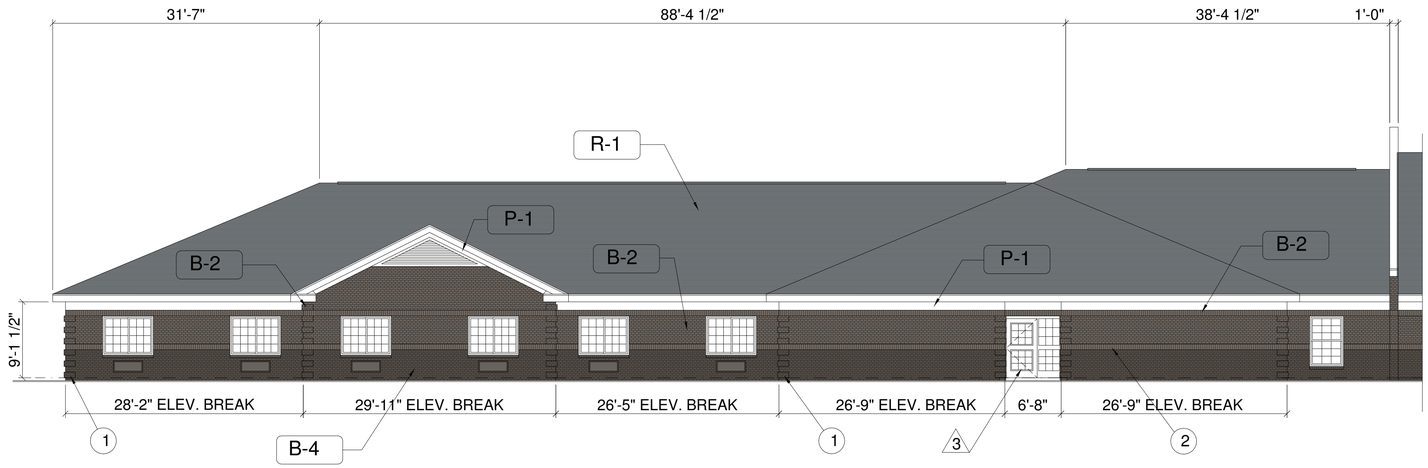
2

DAVID R. POLSTON ARCHITECT

PRINCIPLE HEALTH CARE WAKE COUNTY
120 BED NURSING HOME
HOLLY SPRINGS NORTH CAROLINA



PARTIAL REAR ELEVATION SOUTHERN CROSSINGS BLVD. (SOUTH)



PARTIAL REAR ELEVATION
SOUTHERN CROSSINGS BLVD. (SOUTH)

DAVID R. POLSTON ARCHITECT

MATERIAL CALCULATIONS	
NORTH ELEVATIONS	SOUTH ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 755 S.F. (18.69%) AREA OF TYPE I MATERIAL (BRICK) - 2,881.50 S.F. (71.34%) AREA OF CORNICE - 402.75 S.F. (9.97%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 691. S.F. (17.11%) AREA OF TYPE I MATERIAL (BRICK) - 2,945.50 S.F. (72.92%) AREA OF CORNICE - 402.75 S.F. (9.97%)
WEST ELEVATIONS	EAST ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)

NOTE: EXTERIOR WALL MOUNTED HVAC GRILLS TO BE AMANA 3005 DARK BRONZE TO MATCH ADJACENT B-4 PALMETTO WALNUT FACE BRICK.

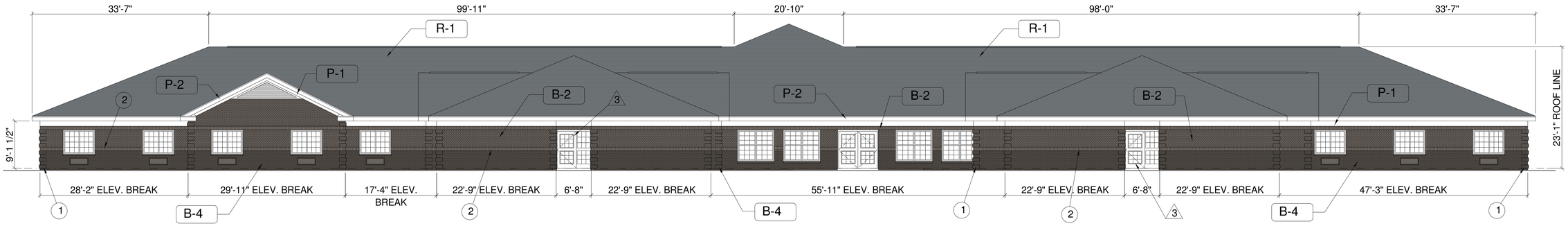
EXTERIOR MATERIALS / COLORS	
MARK	MATERIAL / COLOR
B-2	PALMETTO .75 GREYSTONE FACE BRICK
B-4	PALMETTO WALNUT FACE BRICK
P-1	CEMENTITIOUS CORNICE - SW 2829 CLASSIC WHITE
P-2	CEMENTITIOUS FASCIA - SW 2829 CLASSIC WHITE
P-3	CEMENTITIOUS LAP SIDING - SW 2829 CLASSIC WHITE
R-1	SHINGLES - TIMBERLINE - SLATE BLEND
R-2	STANDING SEAM METAL - PAC CLAD CHARCOAL

3

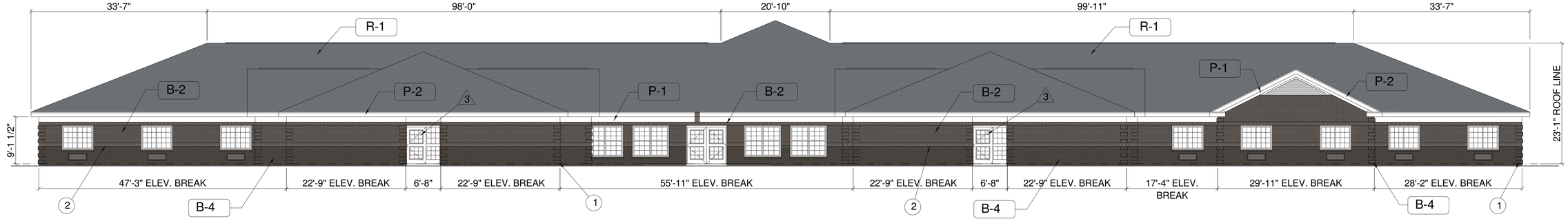
HUMAN SCALE DESIGN ELEMENT (UDO SECTION 8.2.G.2.e)	
MARK	DESIGN ELEMENT
1	BRICK QUOINS
2	CHANGE IN BRICK PATTERN / BELT COURSE

RESIDENTIAL BUILDING / FACADE STANDARDS (UDO SECTION 8.2.G.d.ii)	
MARK	DESIGN ELEMENT
1	DORMERS
2	CUPOLA
3	RECESSED ENTRACE
4	COVERED PORCH

PRINCIPLE HEALTH CARE WAKE COUNTY
120 BED NURSING HOME
HOLLY SPRINGS NORTH CAROLINA



RIGHT SIDE ELEVATION PINEY GROVE WILBORN ROAD (WEST)



LEFT SIDE ELEVATION SOUTHERN CROSSING BLVD. (EAST)

MATERIAL CALCULATIONS	
NORTH ELEVATIONS	SOUTH ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 755 S.F. (18.69%) AREA OF TYPE I MATERIAL (BRICK) - 2,881.50 S.F. (71.34%) AREA OF CORNICE - 402.75 S.F. (9.97%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 4,039.25 S.F. AREA OF GLAZING / DOORS - 691. S.F. (17.11%) AREA OF TYPE I MATERIAL (BRICK) - 2,945.50 S.F. (72.92%) AREA OF CORNICE - 402.75 S.F. (9.97%)
WEST ELEVATIONS	EAST ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 2,608.99 S.F. AREA OF GLAZING / DOORS - 223 S.F. (8.54%) AREA OF TYPE I MATERIAL (BRICK) - 2,097.99 S.F. (80.42%) AREA OF CORNICE - 288 S.F. (11.04%)

EXTERIOR MATERIALS / COLORS	
MARK	MATERIAL / COLOR
B-2	PALMETTO .75 GREYSTONE FACE BRICK
B-4	PALMETTO WALNUT FACE BRICK
P-1	CEMENTITIOUS CORNICE - SW 2829 CLASSIC WHITE
P-2	CEMENTITIOUS FASCIA - SW 2829 CLASSIC WHITE
P-3	CEMENTITIOUS LAP SIDING - SW 2829 CLASSIC WHITE
R-1	SHINGLES - TIMBERLINE - SLATE BLEND
R-2	STANDING SEAM METAL - PAC CLAD CHARCOAL

HUMAN SCALE DESIGN ELEMENT (UDO SECTION 8.2.G.2.e)	
MARK	DESIGN ELEMENT
1	BRICK QUOINS
2	CHANGE IN BRICK PATTERN / BELT COURSE

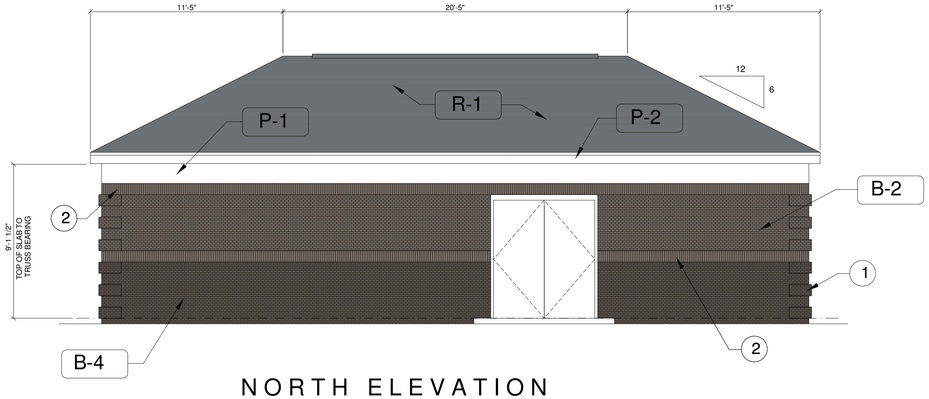
RESIDENTIAL BUILDING / FACADE STANDARDS (UDO SECTION 8.2.G.d.ii)	
MARK	DESIGN ELEMENT
1	DORMERS
2	CUPOLA
3	RECESSED ENTRACE
4	COVERED PORCH

NOTE: EXTERIOR WALL MOUNTED HVAC GRILLS TO BE AMANA 3005 DARK BRONZE TO MATCH ADJACENT B-4 PALMETTO WALNUT FACE BRICK.

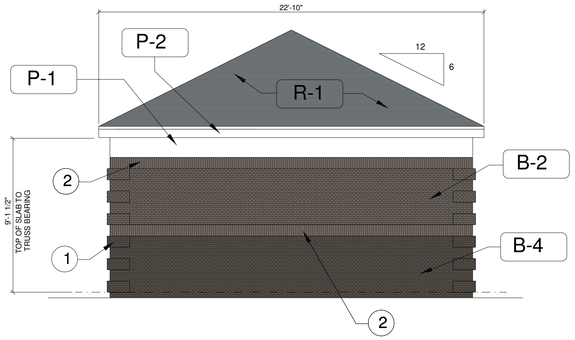
DAVID R. POLSTON ARCHITECT

4

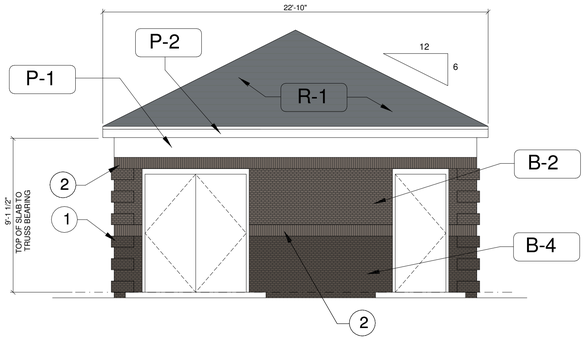
PRINCIPLE HEALTH CARE WAKE COUNTY
120 BED NURSING HOME
HOLLY SPRINGS NORTH CAROLINA



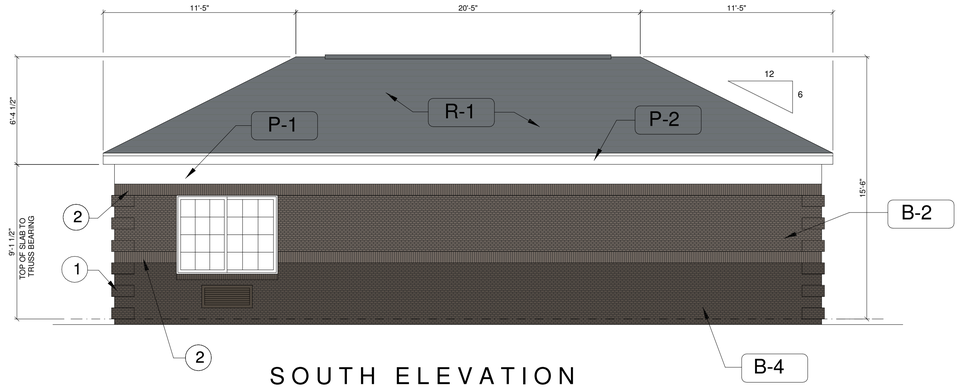
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



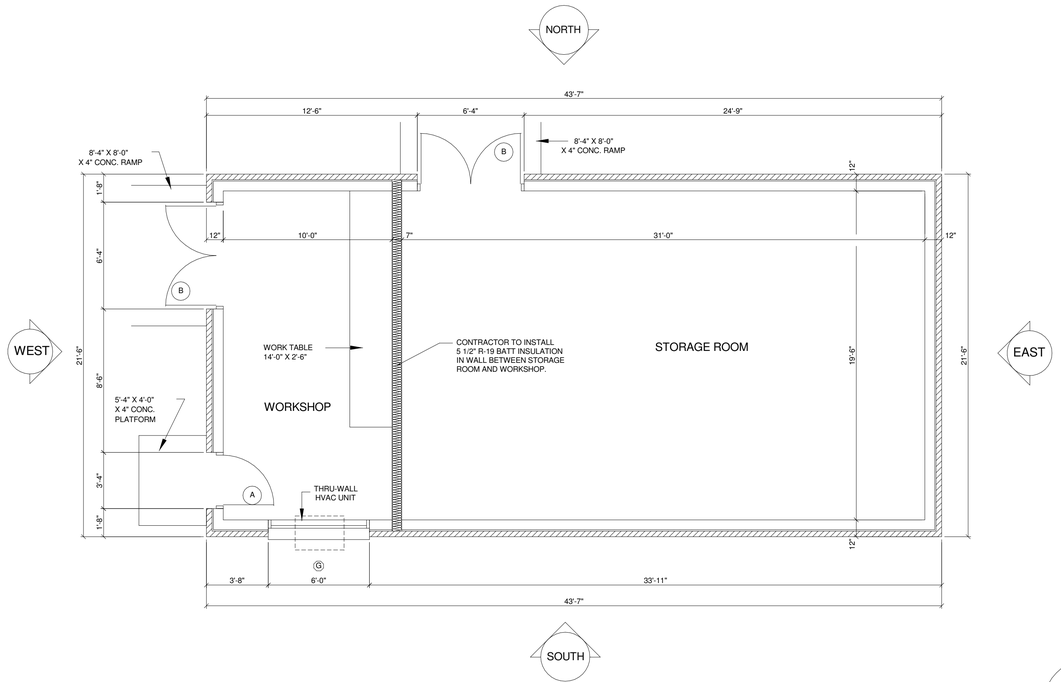
SOUTH ELEVATION

EXTERIOR MATERIALS / COLORS	
MARK	MATERIAL / COLOR
B-2	PALMETTO .75 GREYSTONE FACE BRICK
B-4	PALMETTO WALNUT FACE BRICK
P-1	CEMENTITIOUS CORNICE - SW 2829 CLASSIC WHITE
P-2	CEMENTITIOUS FASCIA - SW 2829 CLASSIC WHITE
R-1	SHINGLES - TIMBERLINE - SLATE BLEND

HUMAN SCALE DESIGN ELEMENT (UDO SECTION 8.2.G.2.e)	
MARK	DESIGN ELEMENT
1	BRICK QUOINS
2	CHANGE IN BRICK PATTERN / BELT COURSE

NOTE: EXTERIOR WALL MOUNTED HVAC GRILLS TO BE AMANA 3005 DARK BRONZE TO MATCH ADJACENT B-4 PALMETTO WALNUT FACE BRICK.

MATERIAL CALCULATIONS	
NORTH ELEVATIONS	SOUTH ELEVATIONS
TOTAL FACADE ELEVATION (9'-1 1/2") - 398 S.F. AREA OF GLAZING / DOORS - 44 S.F. (11%) AREA OF TYPE I MATERIAL (BRICK) - 303 S.F. (76%) AREA OF CORNICE - 51 S.F. (13%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 398 S.F. AREA OF GLAZING / DOORS - 28 S.F. (7%) AREA OF TYPE I MATERIAL (BRICK) - 319 S.F. (70%) AREA OF CORNICE - 51 S.F. (13%)
WEST ELEVATIONS	**EAST ELEVATIONS**
TOTAL FACADE ELEVATION (9'-1 1/2") - 196 S.F. AREA OF GLAZING / DOORS - 65 S.F. (33%) AREA OF TYPE I MATERIAL (BRICK) - 106 S.F. (54%) AREA OF CORNICE - 25 S.F. (13%)	TOTAL FACADE ELEVATION (9'-1 1/2") - 196 S.F. AREA OF GLAZING / DOORS - 0 S.F. (0%) AREA OF TYPE I MATERIAL (BRICK) - 171 S.F. (87%) AREA OF CORNICE - 25 S.F. (13%)



STORAGE BUILDING FLOOR PLAN

5

DAVID R. POLSTON ARCHITECT

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (N.C. GEN. STAT. § 160A-420.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

H. BRANTLEY POWELL, KIMBERLY POWELL ATKINS, and KELLY POWELL GOULD.

THIS AGREEMENT, made and entered into this 16TH day of February, 2016, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and H. BRANTLEY POWELL, KIMBERLY POWELL ATKINS, and KELLY POWELL GOULD, hereafter referred to collectively as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of several tracts of land held in common for development, the total of which are exceeding 25 acres in size, which are shown in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developer, or its successors or assigns, will be requesting approval of a development plan for these tracts for a mixed residential and commercial use, in a manner consistent with the sketch

plans prepared by the Developer attached hereto as Exhibit B and the terms of this agreement, and;

WHEREAS, the Town has instituted an eminent domain action on September 4, 2014 (the "Lawsuit") to acquire certain property of the Developer for a public roadway project known as the Main Street Extension, and the Parties have resolved the Lawsuit through the execution of a settlement agreement, the effectiveness of which is contingent on the resolution of certain requirements for land use and development obligations as set forth herein; and,

WHEREAS, the Property is not currently located within the corporate limits of the Town, is not currently served by town sewer service, and a significant capital expenditure would be required to extend sewer service to the Property. However the Property is located in close proximity to the Town corporate limits is within the extraterritorial jurisdiction of the Town, and it is closer to any Town utilities than to any other town's utilities; and,

WHEREAS, Developer desires careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance, the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20.1 and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **Definitions**: The terms below shall have the following meanings as used herein:

   a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Actual Construction Costs reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments. Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided that such consent shall not be unreasonably withheld by the Town.

   b. Comprehensive plan: The comprehensive plan, land-use plan, small area plans, neighborhood plans, transportation plan, capital improvement plan, official map, and any other plans regarding land use and development that have been officially adopted by the governing board.

   c. Developer: H. Brantley Powell, Kimberly Powell Atkins and Kelly Powell Gould, the signatories hereto, and their heirs, successors and assigns.

   d. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. 'Development', as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, 'development' refers to the planning for or the act of developing or to the result of development. Specifically in this agreement, the term 'development' refers to the construction by the Developer of all building activities associated with the Plans.

   e. Development permit: A building permit, zoning permit, subdivision approval, special or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

f. Land development regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").

g. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.

h. NCDOT: the North Carolina Department of Transportation

i. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities not located on the Developer's site.

j. Onsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities located on the Developer's site.

k. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

l. Plans: Those sketch plans attached hereto as Exhibit B.

m. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements or structures customarily regarded as a part of real property.

n. Project: The Developer's plan to develop the Property.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

2. TERM: The duration of the agreement is for twenty years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period.

3. PERMITTED USES: The development uses permitted on the Property and the location of those uses are shown on Exhibit B ("Sketch Site Plan" or "Plans"). The Plans

indicate approximately 18.03 shall be acres apportioned to the Community Business ("CB")[1] land use, and approximately 36.74 acres to R-MF-15[1] high-density multifamily residential land use which indicates about 32.92% of total land use as CB. The line distinguishing the two land uses on the Plans may change in shape or location on a final plan or re-zoning application submitted during the term of this Agreement, so long as the percentage of land zoned for CB use does not fall below 22.92%. For clarification, the following definitions for the land uses shown on the Plans are as follows:

a. "R-MF-15 High-Density Multifamily Residential" shall be that zoning definition contained in the current form of Section 2.07 of the Town of Holly Springs Unified Development Ordinance as described in Exhibit C, attached hereto, or any less intensive residential land use in effect at the time of development of the property.

b. "CB" shall be that zoning definition contained in the current form of Section 3.05 of the Town of Holly Springs Unified Development Ordinance as described in Exhibit D, attached hereto, subject to the exceptions contained in paragraph 4 of Article II below.

The Town hereby agrees that the land use described herein and shown on Exhibit B is in the best interest of the Town, is in keeping with the land use plans, and agrees, subject to statutory requirements, to rezone the Property in conformance with this Agreement. Further, the Town agrees that it shall act favorably with regard to any subsequent rezoning or subdivision requests by the Developer which may otherwise effectuate the intent of this Agreement, including without limitation, (i) any rezoning in which the line distinguishing between the CB and R-MF-15 High-Density Multifamily Residential districts, as shown on Exhibit B, is changed in shape or location so long as at least 22.92% of the land area of the Property remains designated as CB; or (ii) any rezoning in which some or all of the area designated R-MF-15 High-Density Multifamily Residential district on the Plans attached as Exhibit B is rezoned to the R-8 Single Family Residential district (Section 2.05 of the 2015 Holly Springs Unified Development Ordinance) or some other residential district less intensive than R-MF-15 High-Density Multifamily Residential.

4. ZONING EXCEPTIONS: The Town agrees and acknowledges that the Property shall be exempt from the requirements of Section 3.05.C.3.c.1. of the Unified Development Ordinance and that the Town shall not enforce that provision against the Developer.

5. SEWER ACCESS: The Town and Developer agree that the most efficient method of sewer access is through a combined 12-inch and 18-inch gravity line along a route that is generally described on Exhibit E ("Sewer Analysis Map").

a. The Town shall facilitate the construction of this option as it is described in Exhibit E by allowing the Developer to receive two hundred thousand dollars ($200,000) in credits against sewer capacity fees for the Project. The Developer shall be allowed these credits against fees paid to the Town in connection with the development of the Property in an amount equal to

[1] As defined in the UDO.

the Actual Cost of installing the sewer line along the distance between the southern boundary of the Property and the regional pump station. It is understood that the Developer must cross property owned by other persons and if Developer cannot come to an agreement for the necessary easement acquisition for the gravity sewer line to cross their property after a reasonable and diligent effort by the Developer to do so, the Town promptly shall assist the Developer to acquire the necessary right of way for this public infrastructure project being constructed by Developer on behalf of the Town by using its powers of eminent domain to acquire the necessary rights of way for the sewer extension project and paying the just compensation due for the acquisition within a reasonable timeframe requested by the Developer; provided, however, that Developer shall pay and reimburse the Town for all costs incurred in connection with any such eminent domain action, including without limitation the Town's legal fees incurred in connection with such action. The Developer shall be entitled to the fee credits described in this paragraph only if the Developer, his successors and/or assigns (i.e., future grantees of the Property), or any of their respective agents, install the gravity line as described in Exhibit E. If the Town or any other party installs the gravity line, the Developer shall not be entitled to these fee credits.

b. Notwithstanding anything to the contrary in this Agreement, if the Town requires Developer to oversize any sewer line installed on the Property pursuant to this Agreement or otherwise, in order to create additional capacity to serve other properties, the Developer shall be entitled to all of the available fee credits for such oversizing in accordance with Town policies, and such oversizing fee credits shall not count against the $200,000.00 in sewer credits referred to in Section 5(a) above, and in no way shall diminish the amount of those credits.

6. TRANSPORTATION IMPROVEMENTS: The Town will be constructing a new intersection and extension road through the Property by realigning Ralph Stephens Road and constructing new roads segments along the rights of way being acquired in connection with the resolution of the Lawsuit. Any developer of the Property is required to install certain traffic and transportation improvements as a condition of development pursuant to N.C.G.S. §160A-372(a) and the Town's Unified Development Ordinance. However, as a condition of settlement of the Lawsuit, the Town shall waive and hereby does waive any and all right to require Developer or its successors and assigns, as a condition to develop the Property or otherwise, to widen, dedicate additional land for, or otherwise improve the public roads intersecting or abutting the Property, or otherwise in the vicinity of the Property, whether such roads currently exist or are constructed in the future, including without limitation any obligation pursuant to the Town's Unified Development Ordinance or any other Town ordinance or code to (i) widen Ralph Stephens Road or Main Street; (ii) construct public bike lanes or sidewalks along Ralph Stephens Road or Main Street; (iii) install stormwater infrastructure along Ralph Stephens Road or Main Street; or (iv) perform earthwork or grading to create a shoulder area beside Ralph Stephens Road or Main Street. The Town further waives any right to require Developer to install a traffic signal at the

new intersection of Main Street and Ralph Stephens Road. Such waivers shall be in effect in perpetuity, and in no event shall any such transportation improvements be required unless (i) the NCDOT imposes improvements pursuant to authority independent of the Town's Unified Development Ordinance; or (ii) a transportation study performed by a licensed engineer engaged by the Developer in conjunction with the development of the Property recommends additional improvements to ensure safety of travel and mitigate the impact of the development. Nothing herein shall preclude the Town from purchasing additional rights of way from Developer for purposes of the public road improvements at a price agreed upon by the Parties or through a subsequent eminent domain action.

7. FEE CREDITS: In addition to any fee credits due to the Developer in accordance with Article II, Paragraph 5 of this Agreement, the Town also shall reimburse the Developer on a dollar-for-dollar basis the first three-hundred twenty-five thousand dollars ($325,000.00) paid by the Developer to the Town in fees in connection with the development of the Property.

8. ANNEXATION: The Parties agree that the Property shall be annexed into the corporate limits of the Town through the approval of a petition for voluntary annexation prior to the commencement of Town sewer service to the Property. The Developer may submit a voluntary petition for annexation of the Property at any time during the term of this Agreement, and shall submit such petition prior to the commencement of Town sewer service to the Property. Upon the Developer's submission of a voluntary petition for annexation, the Town shall promptly approve the voluntary petition and enact an ordinance annexing the Property into the corporate limits of the Town, provided that the petition satisfies all requirements for voluntary annexation set forth in the North Carolina General Statutes. Nothing herein obligates the Town to provide sewer or water service to the Property prior to its annexation. Further, nothing herein requires Developer to petition for annexation or pay any sewer-related fees to the Town in connection with the installation of the sewer line described in Article II, Section 5 of this Agreement or as a result of such sewer line being used by the Town to provide sewer services to other nearby properties, unless and until Developer submits a petition for voluntary annexation of the Property and the Town actually is providing sewer service to a user on the Property.

9. RESERVATION OF LAND: A description of a reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property.

a. No publicly dedicated land is required by the Town. Developer shall maintain private drainage retention as required by the Town according to site plans, which are to be developed as a part of the permitting process in the course of the development of the Property.

10. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developer shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations. Developer shall secure all encroachment permits as required by the North Carolina Department of

Transportation, and the North Carolina Department of Environment and Natural resources or other state or federal agencies, as required for roads, sewer, and water. The failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions.

11. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. Zoning of the Property by the Town of Holly Springs in a manner consistent with this Agreement.

12. HISTORIC STRUCTURES: Description of any provisions for the preservation and restoration of historic structures.

a. None

13. DEVELOPMENT SCHEDULE: Developer shall apply for preliminary site plan approval from the Town for the Property within five (5) years of the date this Agreement is approved by the Town, commence development on the area designated as a R-MF-15 High-Density Multifamily Residential land use on the Plans within ten (10) years of the date this Agreement is approved by the Town; commence development on the designated as CB land use within fifteen (15) years of the date this Agreement is approved by the Town, and complete all development of the Property within twenty (20) years of the date this Agreement is approved by the Town.

ARTICLE III
DEVELOPER'S DUTIES

1. For any offsite infrastructure constructed by the Developer, the Developer shall design, permit, and construct the infrastructure in the location approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of the North Carolina Department of Environment and Natural Resources (NCDENR) and any other regulatory agency. For any land owned by the Developer, the Developer shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced.

2. The Developer shall construct in a workmanlike manner the Offsite and Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDENR requirements. Said infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the development plan and in a manner in accordance with the Town's standards.

3. The Developer shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. The Developer (or his successors, and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due and in an amount that is determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement. For any fee that is "credited" or "reimbursed" under this agreement, the Developer (or his successors, and/or assigns) shall pay the fee and request reimbursement against the credit from the Town's Director of Engineering by referencing this Agreement and using the agreement reimbursement form as shown in Exhibit F.

5. In the event that the Town in its sole discretion decides to install at its own cost the gravity sewer line described in this Agreement prior to the commencement of construction by Developer, Developer shall dedicate the necessary easements on the Property to the Town without additional compensation.

ARTICLE IV
GENERAL TERMS

1. All reimbursements, if any, for this project shall be provided on the basis of final documented actual costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs.

2. The Developer shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein.

3. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

4. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the

entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

5. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

6. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

ARTICLE V
OTHER

1. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

2. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

3. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

4. Notices under this agreement shall be to the following:

FOR THE TOWN:

Charles S. Simmons, III
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

FOR THE DEVELOPER:

H. Brantley Powell
5210 Driftwood Lane
Morehead City, NC 28557

5. This agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The parties consent to the jurisdiction of Superior Court Division of

the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

6. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

8. This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

9. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A:	Property Owners and Legal Description
EXHIBIT B:	Site Development Plan
EXHIBIT C:	Section 2.07 of the 2015 version of the Holly Springs UDO, describing R-MF-15 zoning.
EXHIBIT D:	Section 3.05 of the 2015 version of the Holly Springs UDO, describing CB zoning.
EXHIBIT E:	Sewer Analysis Map
EXHIBIT F:	Town Fee Credit/Reimbursement Form

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(*Town Seal*)

TOWN OF HOLLY SPRINGS

BY: _____
Charles S. Simmons, III, Town Manager

ATTEST:

_____
Joni Powell, Town Clerk
Linda Harper, Deputy Town Clerk

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Mary Hogan
Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Joni Powell personally came before me this day and acknowledged that she is the Town Clerk/~~Deputy Town Clerk~~ of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the 16 day of Feb. 2016

_____
Notary Public Linda R. Harper
My Commission Expires: 4-6-2017

LINDA R. HARPER NOTARY PUBLIC WAKE COUNTY, NC

By: Kimberly Powell Atkins
Kimberly Powell Atkins

(*Seal*)

STATE OF NORTH CAROLINA
COUNTY OF Wake

On this 29th day of January, 2016, Kimberly Powell Atkins appeared before me and under oath did declare that the foregoing agreement was executed as her free act and deed.

WITNESS my hand and official stamp (or seal), this the 29th day of January, 2016

Crystal C. Watts
Notary Public
My Commission Expires: 09/09/2020

CRYSTAL C. WATTS
Notary Public
Wake Co., North Carolina
My Commission Expires Sept. 09, 2020

(*Seal*)

By: _____
Kelly Powell Gould

STATE OF NORTH CAROLINA
COUNTY OF Wake

On this 29th day of January 2016, Kelly Powell Gould appeared before me and under oath did declare that the foregoing agreement was executed as her free act and deed.

WITNESS my hand and official stamp (or seal), this the 29th day of January

_____
Notary Public
My Commission Expires: 09/09/2020

CRYSTAL C. WATTS
Notary Public
Wake Co., North Carolina
My Commission Expires Sept. 09, 2020

By: _____
H. Brantley Powell

(*Seal*)

STATE OF Florida
COUNTY OF Palm Beach

On this 28th day of Jan, 2016, H. Brantley Powell appeared before me and under oath did declare that the foregoing agreement was executed as his free act and deed.

WITNESS my hand and official stamp (or seal), this the 28th day of Jan 2016

_____
Notary Public
My Commission Expires: 3-17-2019

STEVEN FRANKENFIELD
Commission # FF 211290
Expires March 17, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
Property Owners and Legal Description

The real property subject to this Development Agreement consists of the seven tracts of land described in the following map and written legal descriptions. The legal owners of those seven tracts are as follows:

Tract 1: H. Brantley Powell, Kimberly Powell Atkins, and Kelly Powell Gould

Tract 2: H. Brantley Powell, Kimberly Powell Atkins, and Kelly Powell Gould

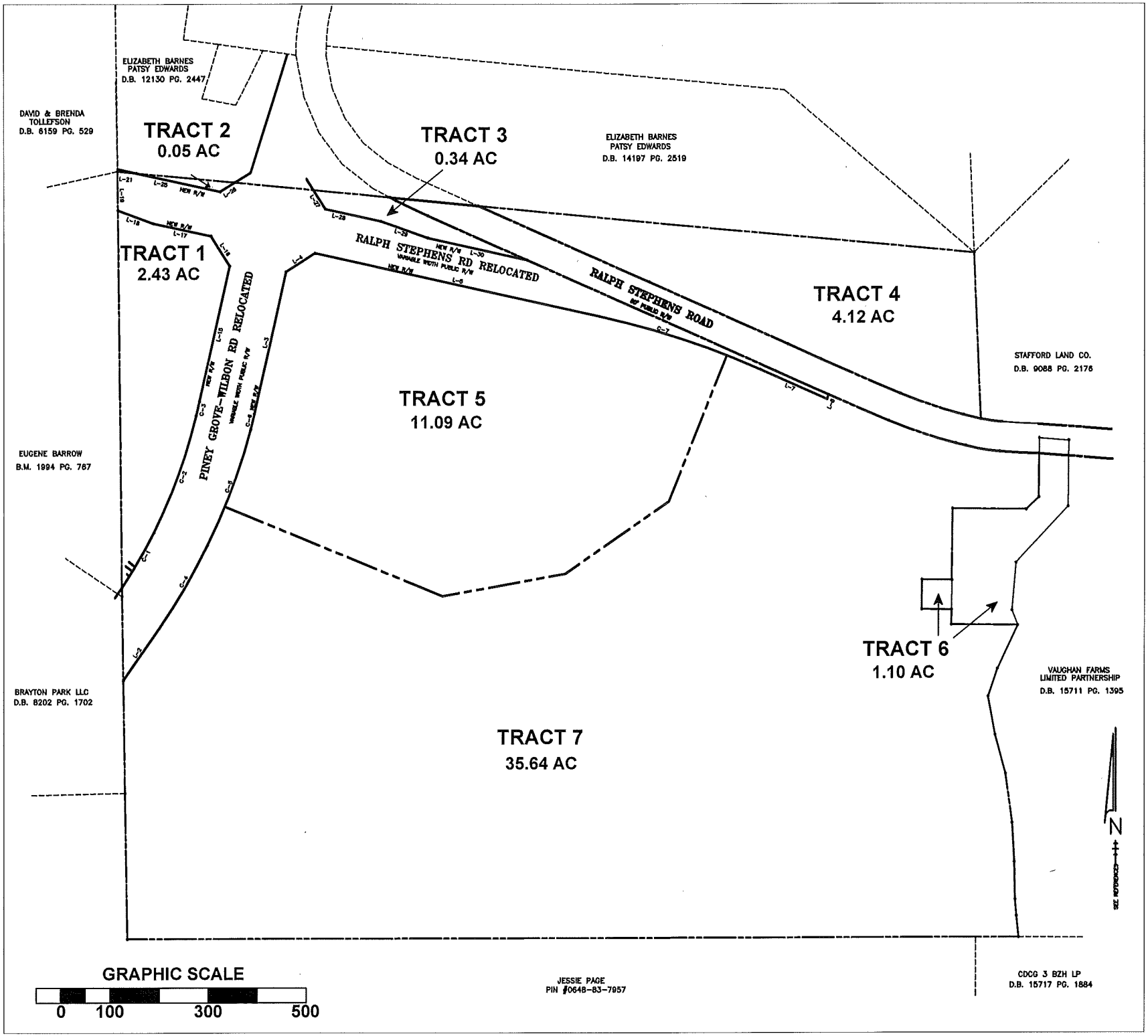
Tract 3: H. Brantley Powell, Kimberly Powell Atkins, and Kelly Powell Gould

Tract 4: H. Brantley Powell, Kimberly Powell Atkins, and Kelly Powell Gould

Tract 5: H. Brantley Powell, Kimberly Powell Atkins, and Kelly Powell Gould

Tract 6: H. Brantley Powell

Tract 7: H. Brantley Powell, Kimberly Powell Atkins, and Kelly Powell Gould



POWELL PROPERTY

Holly Springs, NC

Tract Numbers and Acreages

SITE DATA

Pin Numbers: 0648-84-8889
0648-95-7071
0648-94-6972

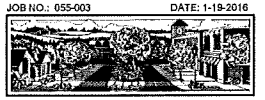
Existing Zoning: R-30 & R-20

Proposed Zoning: CB & R-MF-15

Owners: H. Brantley Powell
Kimberly Powell Atkins

Addresses:
1936 Ralph Stephens Road
2000 Ralph Stephens Road

JOB NO.: 055-003 DATE: 1-19-2016



THE DESIGN RESPONSE
214 E. Chatham Street (27511)
Post Office Box 3585
Cary, NC 27519-3585
(919) 469-2080

L E GA L D E S C R IP T I O N

TRACT 1

COMMENCING AT NC CORS STATION NeuHAVING NC GRID COORDINATES(NAD 83(2012)) N - 607894.539' E - 2056246.716

THENCE North 06 degrees 03 minutes 50 seconds West for a distance of 78247.63 feet TO A POINT ON THE NEW RIGHT OF WAY OF PINEY GROVE WILBON ROAD, HAVING NC GRID COORDINATES(NAD 83(2012))
N - 685704.348' E - 2047980.781', AMO BEING THE POINT AND PLACE OF BEGINNING;

THENCE South 69 degrees 32 minutes 43 seconds East for a distance of 76.21 feet FOLLOWING SAID R/WTO A POINT;

THENCE South 77 degrees 30 minutes 54 seconds East for a distance of 120.53 feet TO A POINT AT THE INTERSECTION WITH PROPOSED MAIN STREET SOUTH;

THENCE South 32 degrees 07 minutes 45 seconds East for a distance of 71.47 feet TO A POINT AT THE INTERSECTION WITH PROPOSED MAIN STREET SOUTH;

THENCE South 12 degrees 40 minutes 24 seconds West for a distance of 281.98 feet FOLLOWING MAIN STREET SOUTH TO A POINT;

THENCE along a curve to the right having a radius of 1142.75 feet and an arc length of 29.54 feet, being subtended by a chord of South 13 degrees 24 minutes 50 seconds West for a distance of 29.54 feet FOLLOWING MAIN STREET SOUTH TO A POINT;

THENCE along a curve to the right having a radius of 1144.17 feet and an arc length of 252.67 feet, being subtended by a chord of South 19 degrees 51 minutes 35 seconds West for a distance of 252.16 feet FOLLOWING MAIN STREET SOUTH TO A POINT;

THENCE along a curve to the right having a radius of 1145.50 feet and an arc length of 130.22 feet, being subtended by a chord of South 30 degrees 03 minutes 50 seconds West for a distance of 130.15 feet FOLLOWING MAIN STREET SOUTH TO A POINT IN THE LINE OF EUGENE BARROW;

THENCE North 00 degrees 33 minutes 41 seconds West for a distance of 766.90 feet FOLLOWING EUGENE BARROW'S LINE TO THE POINT AND PLACE OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2.43 acres more or less.

L E G A L D E S C R I P T I O N

TRACT 2

COMMENCING AT NC CORS STATION Neu-HAVING NC GRID COORDINATES(NAD 83(2012)) N -607894.539' E -2056246.716',

THENCE North 05 degrees 53 minutes 11 seconds West for a distance of 78278.40 feet TO A POINT IN THE LINE OF ELIZABETH BARNES AND NEAR THE INTERSECTION OF THE NEW PINEY GROVE WILBON ROAD AND PROPOSED MAIN STREET SOUTH, HAVING NC GRID COORDINATES(NAD 83(2012)) N - 685760.205' E - 2048218.918':

THENCE South 58 degrees 26 minutes 52 seconds West for a distance of 35.36 feet TO A POINT ON THE NEW RIGHT OF WAY OF PINEY GROVE WILBON ROAD:

THENCE North 77 degrees 30 minutes 54 seconds West for a distance of 173.93 feet TO A POINT IN THE LINE OF ELIZABETH BARNES:

THENCE South 84 degrees 32 minutes 39 seconds East for a distance of 200.86 feet ALONG ELIZABETH BARNES LINE TO THE POINT AND PLACE OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.05 acres more or less.

L E G A L D E S C R I P T I O N

TRACT 3

COMMENCING AT NC CORS STATION NeuHAVING NC GRID COORDINATES(NAD 83(2012)) N - 607894.539' E -2056246.716';

THENCE North 05 degrees 46 minutes 15 seconds West for a distance of 78246.97 feet TO A POINT IN THE LINE OF ELIZABETH BARNES AND NEAR THE INTERSECTION OF PROPOSED MAIN STREET SOUTH AND PROPOSED PINEY GROVE WILBON ROAD, HAVING NC GRID COORDINATES(NAD 83(2012)) N - 685744.933' E - 2048378.815', AND BEING THE POINT OF BEGINNING;

THENCE South 84 degrees 32 minutes 37 seconds East for a distance of 156.80 feet ALONGTHE LINE OF ELIZABETH BARNES TO A POINT ON THE OLD RIGHT OF WAY OF RALPH STEPHENS ROAD;

THENCE along a curve to the left having a radius of 778.01 feet and an arc length of 13.64 feet, being subtended by a chord of South 62 degrees 30 minutes 58 seconds East for a distance of 13.64 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the left having a radius of 1329.44 feet and an arc length of 71.70 feet, being subtended by a chord of South 64 degrees 33 minutes 48 seconds East for a distance of 71.69 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE South 66 degrees 05 minutes 21 seconds East for a distance of 221.25 feet ALONG SAID RIGHT OF WAY TO A POINT INTERSECTION THE RIGHT OF WAY OF PROPOSED PINEY GROVE WILBON ROAD;

THENCE North 77 degrees 30 minutes 54 seconds West for a distance of 207.04 feet WITH PINEY GROVE WILBON ROAD TO A POINT;

THENCE North 70 degrees 40 minutes 20 seconds West for a distance of 100.72 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE North 77 degrees 30 minutes 54 seconds West for a distance of 116.32 feet TO A POINT NEAR THE INTERSECTION OF PINEY GROVE WILBON ROAD AND PROPOSED MAIN STREET SOUTH;

THENCE North 32 degrees 26 minutes 53 seconds West for a distance of 45.54 feet TO THE PLACE AND POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.34 acres more or less.

L E GA L D E S C R IP T IO N

TRACT 4

COMMENCING AT NC CORS STATION NeuHAVING NC GRID COORDINATES(NAD 83(2012)) N - 607894.539' E -2056246.716';

THENCE North 04 degrees 48 minutes 28 seconds West for a distance of 77657.32 feet TO A POINT ON THE NORTHERN RIGHT OF WAY OF RALPH STEPHENS ROAD, IN THE LINE OF STAFFORD LAND COMPANY, HAVING NC GRID COORDINATES(NAD 83(2012)) N - 685278.624' E - 2049917.033', AND BEING THE PLACE AND POINT OF BEGINNING;

THENCE North 75 degrees 53 minutes 01 seconds West for a distance of 36.79 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the right having a radius of 929.87 feet and an arc length of 135.35 feet, being subtended by a chord of North 71 degrees 28 minutes 03 seconds West for a distance of 135.23 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the right having a radius of 5610.64 feet and an arc length of 175.92 feet, being subtended by a chord of North 66 degrees 23 minutes 57 seconds West for a distance of 175.91 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE North 65 degrees 30 minutes 04 seconds West for a distance of 75.00 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the right having a radius of 28877.72 feet and an arc length of 307.30 feet, being subtended by a chord of North 65 degrees 48 minutes 17 seconds West for a distance of 307.30 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE North 66 degrees 06 minutes 30 seconds West for a distance of 382.13 feet ALONG SAID RIGHT OF WAY TO A POINT IN THE LINE OF ELIZABETH BARNES;

THENCE South 84 degrees 32 minutes 38 seconds East for a distance of 1014.05 feet ALONG THE LINE OF ELIZABETH BARNES TO A POINT WITH STAFFORD LAND COMPANY;

THENCE South 02 degrees 18 minutes 07 seconds East for a distance of 338.05 feet ALONG STAFFORD'S LINE TO THE PLACE AND POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 4.12 acres more or less.

L E G A L D E S C R I P T I O N

TRACT 5

COMMENCING AT NC CORS STATION Neu-HAVING NC GRID COORDINATES(NAD 83(2012) N -607894.539' E -2056246.716';

THENCE North 05 degrees 57 minutes 06 seconds West for a distance of 77626.21 feet TO AP OINT ON THE PROPOSED EASTERN RIGHT OF WAY OF MAIN STREET SOUTH, HAVING NC GRID COORDINATES(NAD 83(2012)) N - 685102.319' E - 2048197.705', AND BEING THE PLACE AND POINT OF BEGINNING;

THENCE along a curve to the left having a radius of 1255.69 feet and an arc length of 165.48 feet, being subtended by a chord of North 18 degrees 32 minutes 58 seconds East for a distance of 165.36 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the left having a radius of 1257.42 feet and an arc length of 32.50 feet, being subtended by a chord of North 13 degrees 24 minutes 50 seconds East for a distance of 32.50 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE North 12 degrees 40 minutes 24 seconds East for a distance of 294.98 feet ALONG SADI RIGHT OF WAY TO A POINT NEAR THE PROPOSED INTERSECTION OF MAIN STREET SOUTH AND PINEY GROVE WILBON ROAD;

THENCE North 57 degrees 29 minutes 14 seconds East for a distance of 71.07 feet TO A POINT ON PROPOSED PINEY GROVE WILBON ROAD'S SOUTHERN RIGHT OF WAY;

THENCE South 77 degrees 30 minutes 54 seconds East for a distance of 593.16 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the right having a radius of 1710.00 feet and an arc length of 270.95 feet, being subtended by a chord of South 72 degrees 58 minutes 32 seconds East for a distance of 270.66 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE South 21 degrees 34 minutes 11 seconds West for a distance of 320.15 feet LEAVING SAID RIGHT OF WAY TO A POINT;

THENCE South 55 degrees 16 minutes 03 seconds West for a distance of 256.14 feet TO A POINT;

THENCE South 79 degrees 40 minutes 55 seconds West for a distance of 254.64 feet TO A POINT;

THENCE North 67 degrees 40 minutes 1O seconds West for a distance of 480.00 feet TO THE PLACE AND POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 11.09 acres more or less.

L E G A L D E S C R I P T I O N

TRACT 6

COMMENCING AT NC CORS STATION Neu-HAVING NC GRID COORDINATES(NAD 83(2012)) N - 607894.539' E - 2056246.716';

THENCE North 04 degrees 40 minutes 43 seconds West for a distance of 77599.25 feet TO A POINT IN THE CENTERLINE OF RALPH STEPHENS ROAD, HAVING NC GRID COORDINATES{NAD 83(2012)) N - 685235.202' E - 2049917.033', BEING THE PLACE AND POINT OF BEGINNING;

THENCE South 00 degrees 34 minutes 42 seconds West for a distance of 134.00 feet ALONG VAUGHAN FARMS LIMITED PARTNERSHIP LINE TOA POINT;

THENCE South 42 degrees 54 minutes 42 seconds West for a distance of 156.00 feet ALONG SAID VAUGHAN LINE TO A POINT;

THENCE South 04 degrees 54 minutes 42 seconds West for a distance of 96.85 feet ALONG SAID LINE TO A POINT;

THENCE South 21 degrees 11 minutes 25 seconds East for a distance of 32.63 feet ALONG SAID VAUGHAN LINE TO A POINT;

THENCE North 89 degrees 25 minutes 18 seconds West for a distance of 134.70 feet LEAVING SAID VAUGHAN LINE TO A POINT;

THENCE North 00 degrees 34 minutes 43 seconds East for a distance of 30.30 feet TO A POINT;

THENCE North 89 degrees 25 minutes 18 seconds West for a distance of 61.00 feet TO A POINT;

THENCE North 00 degrees 34 minutes 42 seconds East for a distance of 60.00 feet TO A POINT;

THENCE South 89 degrees 25 minutes 18 seconds East for a distance of 61.00 feet TO A POINT;

THENCE North 00 degrees 34 minutes 42 seconds East for a distance of 145.00 feet TO A POINT;

THENCE South 89 degrees 25 minutes 18 seconds East for a distance of 150.00 feet TO A POINT;

THENCE North 45 degrees 41 minutes 42 seconds East for a distance of 35.30 feet TO A POINT;

THENCE North 00 degrees 34 minutes 38 seconds East for a distance of 120.00 feet TO A POINT IN THE CENTERLINE OF RALPH STEPHENS ROAD;

THENCE South 85 degrees 35 minutes 18 seconds East for a distance of 60.10 feet ALONG THE CENTERLINE TO THE PLACE AND POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.10 acres more or less.

LEGAL DESCRIPTION

TRACT 7

COMMENCING AT NC CORS STATION "Neu· HAVING NC GRID COORDINATES(NAD 83(2012)) N - 607894.539' E -2056246.716';

THENCE North 06 degrees 10 minutes 02 seconds West for a distance of 76n1.67 feet TO A POINT BEING A CORNER WITH JESSIE PAGE, HAVING NC GRID COORDINATES(NAD 83(2012)) N - 684221.918' E - 2047999.226', AND BEING THE PLACE AND POINT OF BEGINNING;

THENCE North 00 degrees 53 minutes 14 seconds West for a distance of 297.37 feet ALONG PAGE'S LINE TO A POINT;

THENCE North 00 degrees 51 minutes 33 seconds West for a distance of 229.45 feet ALONG BRAYTON PARK LLC LINE TO A POINT ON THE PROPOSED SOUTHERN RIGHT OF WAY OF MAIN STREET SOUTH;

THENCE North 34 degrees 33 minutes 41 seconds East for a distance of 128.95 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the left having a radius of 1254.50 feet and an arc length of 195.92 feat, being subtended by a chord of North 30 degrees 05 minutes 15 seconds East for a distance of 195.72 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the left having a radius of 1255.70 feet and an arc length of 85.71 feat, being subtended by a chord of North 24 degrees 17 minutes 34 seconds East for a distance of 85.69 feet ALONG SAID RIGHT OF WAY TO APOINT;

THENCE South 67 degrees 40 minutes 10 seconds East for a distance of 480.00 feet LEAVING SAID RIGHT OF WAY TO A POINT;

THENCE North 79 degrees 40 minutes 55 seconds East for a distance of 254.64 feet TO A POINT;

THENCE North 55 degrees 16 minutes 03 seconds East for a distance of 256.14 feet TO A POINT;

THENCE North 21 degrees 34 minutes 11 seconds East for a distance of 320.15 feet TO A POINT ON THE PROPOSED RIGHT OF WAY OF PINEY GROVE WILBON ROAD;

THENCE along a curve to the right having a radius of 1710.00 feet and an arc length of 75.46 feat, being subtended by a chord of South 67 degrees 10 minutes 20 seconds East for a distance of 75.46 feet TO A POINT ON SAID RIGHT OF WAY;

THENCE South 65 degrees 54 minutes 29 seconds East for a distance of 147.20 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE North 24 degrees 26 minutes 11 seconds East for a distance of 9.28 feet TO A POINT ON RALPH STEPHENS ROAD;

THENCE along a curve to the left having a radius of 5670.64 feet and an arc length of 133.n feat, being subtended by a chord of South 66 degrees 37 minutes 19 seconds East for a distance of 133.76 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the left having a radius of 989.87 feet and an arc length of 144.08 feat, being subtended by a chord of South 71 degrees 28 minutes 03 seconds East for a distance of 143.95 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE South 75 degrees 52 minutes 55 seconds East for a distance of 20.13 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the left having a radius of 441.00 feet and an arc length of 70.45 feat, being subtended by a chord of South 80 degrees 27 minutes 38 seconds East for a distance of 70.38 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE along a curve to the left having a radius of 1226.20 feet and an arc length of 80.53 feat, being subtended by a chord of South 86 degrees 55 minutes 09 seconds East for a distance of 80.52 feet ALONG SAID RIGHT OF WAY TO A POINT;

THENCE South 00 degrees 34 minutes 42 seconds West for a distance of 88.75 feet LEAVING SAID RIGHT OF WAY TO A POINT;

THENCE South 45 degrees 41 minutes 42 seconds West for a distance of 35.30 feet TO A POINT;

THENCE North 89 degrees 25 minutes 18 seconds West for a distance of 150.00 feet TO A POINT;

THENCE South 00 degrees 34 minutes 42 seconds West for a distance of 145.00 feet TO A POINT;

THENCE North 89 degrees 25 minutes 18 seconds West for a distance of 61.00 feet TO A POINT;

THENCE South 00 degrees 34 minutes 42 seconds West for a distance of 60.00 feet TO A POINT;

THENCE South 89 degrees 25 minutes 18 seconds East for a distance of 61.00 feet TO A POINT;

THENCE South 00 degrees 34 minutes 43 seconds West for a distance of 30.30 feet TO A POINT;

THENCE South 89 degrees 25 minutes 18 seconds East for a distance of 134.70 feet TO A POINT IN LITTLE MOCCASIN BRANCH;

THENCE South 24 degrees 53 minutes 56 seconds West for a distance of 97.48 feet ALONG SAID BRANCH TO A POINT;

THENCE South 18 degrees 26 minutes 45 seconds West for a distance of 59.70 feet TO A POINT;

THENCE South 10 degrees 26 minutes 17 seconds East for a distance of 78.82 feet TO A POINT;

THENCE South 15 degrees 05 minutes 38 seconds East for a distance of 82.20 feet TO A POINT;

THENCE South 07 degrees 43 minutes 43 seconds East for a distance of 101.12 feet TO A POINT;

THENCE South 02 degrees 57 minutes 50 seconds East for a distance of 79.71 feet TO A POINT;

THENCE South 01 degrees 13 minutes 33 seconds East for a distance of 76.57 feet TO A POINT;

THENCE South 05 degrees 04 minutes 02 seconds East for a distance of 33.80 feet TO A POINT;

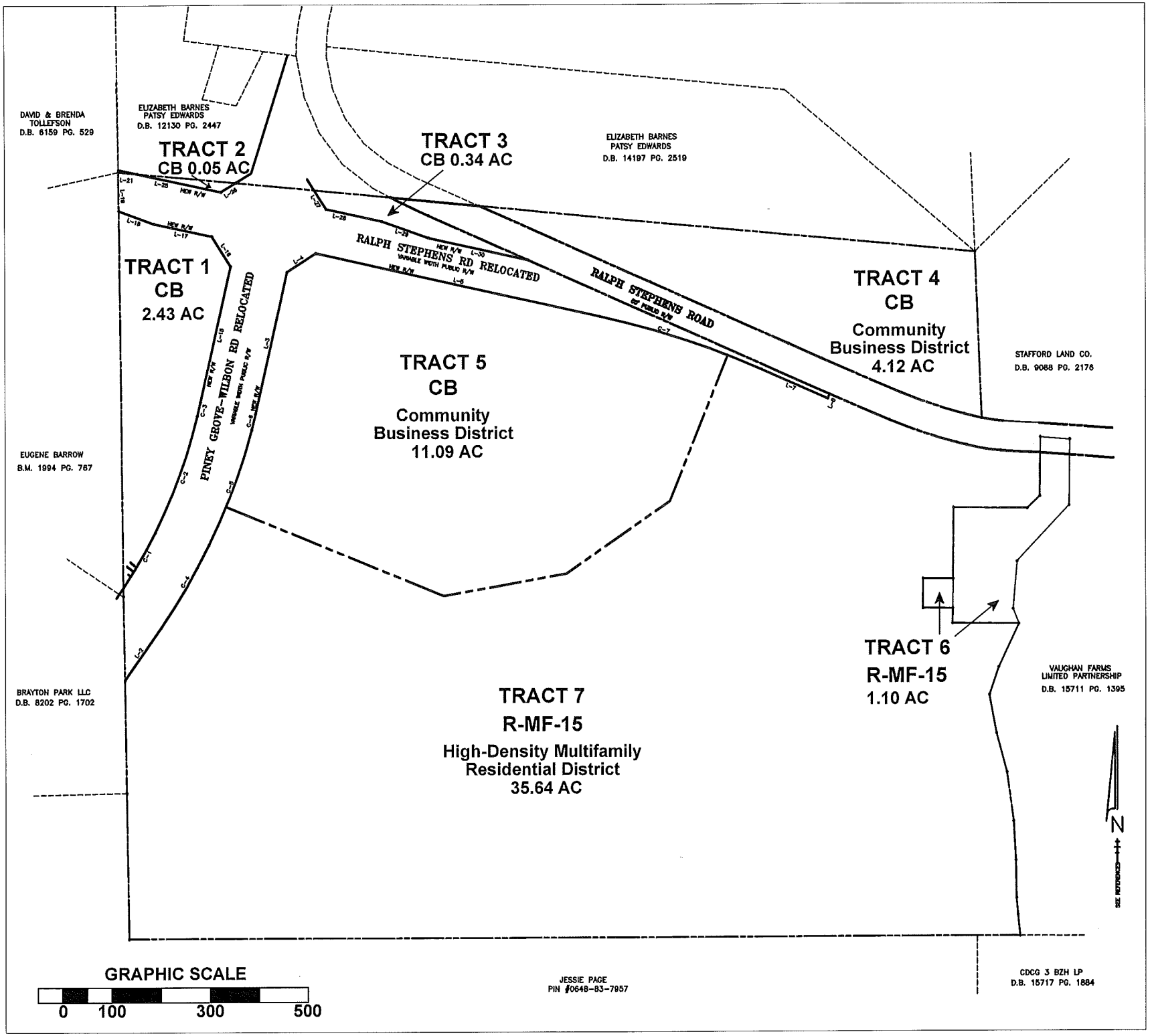
THENCE South 05 degrees 40 minutes 28 seconds East for a distance of 43.48 feet TO A POINT;

THENCE South 89 degrees 54 minutes 31 seconds West for a distance of 1816.14 feet LEAVING SAID BRANCH TO THE POINT AND PLACE OF BEGINNING.

Together with and subject to covenant., easements, and restrictions of record.

Said property contains 3564 acres more or less..

Exhibit B
Site Development Plan



POWELL PROPERTY

Holly Springs, NC

Zoning Exhibit

SITE DATA

Pin Numbers: 0648-84-8889
0648-95-7071
0648-94-6972

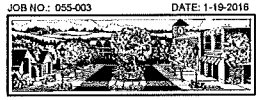
Existing Zoning: R-30 & R-20

Proposed Zoning: CB & R-MF-15

Owners: H. Brantley Powell
Kimberly Powell Atkins

Addresses:
1936 Ralph Stephens Road
2000 Ralph Stephens Road

JOB NO.: 055-003 DATE: 1-19-2016



THE DESIGN RESPONSE
214 E. Chatham Street
Post Office Box 3585
Cary, NC 27519-3585
(919) 469-2080

Exhibit C
Section 2.07 of the 2015 version of the Holly Springs UDO

Section 2.07 R-MF-15: High-Density Multifamily Residential District

Intent - The R-MF-15 *Districts* are established to protect, promote and maintain the development of higher density *multifamily dwellings* and to provide for limited public and institutional uses that are compatible with a multifamily residential neighborhood. The *development standards* are designed to promote the establishment of *multifamily dwelling* projects with on-site amenities.

A. *Permitted Uses*.

1. *Primary Uses*

   a. Residential: *Multifamily dwellings*; or One *(1) family care home* – See Section 8.02 – Special Regulations for Family Care Homes. [Amended Ordinance #13-09]*

2. *Special Exception Uses*

   a. Communication/Utilities: Electricity Relay Station; Non-municipal Utility Substation; Public Wells; Non-municipal Pumping Station; Non-municipal Sewage Treatment Plant; Telephone Exchange; Water Tower; Non-municipal Water Treatment Plant. [Amended Ordinance #11-07]

   b. Educational Use: Kindergarten; *Child Care Ministry*; *Family Child Care Home*; Public Library; School - Public or Private. [Amended Ordinance #11-07]

   c. Governmental Use: Fire Station; Municipal / State Road Maintenance Facility; Police Station; Post Office – without outdoor parking of delivery vehicles. [Amended Ordinance #11-07]

   d. Miscellaneous: *Artificial Lake*; Bed & *Breakfast*; Boarding *House*; Tourist *Home*. [Amended Ordinance #11-07]

   e. Public Facilities: Community Center; Public Park; *Religious Use*; Transit Stop. [Amended Ordinance #11-07]

   f. Recreation: *Country Club*; *Golf Course*; Swimming Pool, private or public. [Amended Ordinance #11-07]

   g. Residential: *Assisted Living Facility*; *Group Home*. [Amended Ordinance #11-07]

3. *Accessory Uses* - See Section 2.08, A. – Accessory Uses, Buildings and Structures.
4. *Temporary Uses* - See Section 2.08, B. – Temporary Uses, Buildings and Structures.
5. *Home Occupations* - See Section 2.08, C. – Home Occupations

B. *Development Standards*.

All uses permitted in the R-MF-15 *District* shall conform to the following development standards.

1. Maximum *Project Gross Density* - Fifteen (15) *dwelling units* per acre, provided, however:

   a. Any *project* with a *gross density* in excess of eight (8) *dwelling units* per acre shall comply with the additional Design Feature requirements set forth in Section 2.07, C., below; and,

   b. Attachment to public water and public sanitary sewer facilities shall be mandatory for development in this *district*.

2. Minimum *Project Frontage* – One-hundred and fifty (150) feet on a public *street* and gain *access* from said *public street*.

3. Minimum *Setbacks* and *Perimeter Landscape Yard* Requirements - a minimum *setback* and *perimeter yard* shall be provided along all property lines of the project as follows:

   a. Front - a *minimum front yard* and minimum *building setback* measured from the greater of the *proposed right-of-way* or existing *right-of-way* shall be provided as follows: [Amended Ordinance #12-05]

Freeway – NC-540 / US 1: [Amended Ordinance #14-07]*	100'
Freeway – NC 55 Bypass:	100'
Thoroughfare:	30'
Collector Street:	30'
Local Street / *Cul-de-Sac Street*:	30'

   b. *Side Yards* - 30 feet.

   c. *Rear Yards* - 30 feet.

4. Use of *Minimum Yards*.

   All *minimum yards* shall be landscaped in compliance with the requirements for perimeter *yard* landscaping as set forth in Section 7.01 – Landscape Regulations of this UDO and shall remain free from *buildings* or *structures* except where expressly permitted below or by Section 2.08 – General Regulations for Residential Districts:

a. *Minimum Front Yards* – may include: *driveways*; *walkways* with a maximum width of up to six (6) feet, or *signs* as regulated by Section 7.03 – Sign Regulations of this UDO, and shall otherwise be maintained as *open space* free from *buildings* or *structures*.

b. *Minimum Side* Yards – shall be maintained as *open space* free from *buildings* or *structures*.

c. *Minimum Rear Yards* – shall be maintained *open space* free from *buildings* or *structures*.

[Amended Ordinance #10-11]*

5. *Maximum Building Height*

a. *Primary Building* – Sixty (60) feet, but not to exceed four (4) stories containing a *dwelling unit*; provided, however, any project with a maximum building height for a primary building in excess of thirty-five (35) feet or two (2) stories containing a *dwelling unit* shall comply with the additional Design Feature requirements set forth in Section 2.07, C., below

b. *Accessory Buildings* or *Structures* – the lesser of twenty-five (25) feet or the height of the *primary building*

6. *Off-Street Parking* – see Section 7.04 – Parking Regulations.

7. *Signs* – See Section 7.03 – Sign Regulations.

8. Landscaping and Screening Requirements – See Section 7.01 – Landscape Regulations.

9. *Developed Recreational Open Space* Requirements.

Developed recreational open space areas equal to, at a minimum, ten (10) percent of the total *lot area* of the project shall be required. *Developed recreational open space* may include, but not be limited to, such facilities as: *playgrounds*; *parks*; tot lots; swimming pools; tennis, volleyball or basketball courts; and common recreational buildings. Areas designated to comply with the *developed recreational open space* requirements shall not overlap any required *interior yards* or *perimeter landscape yards*. [Amended Ordinance #06-15]

If the project abuts any portion of a greenway as set forth in an adopted plan of the Town of Holly Springs, a direct linkage from the *developed recreational open space* to such greenway shall be provided.

10. Requirements for all *Private Streets*, *Interior Access Driveways*, and *Interior Access Drives* for *Multifamily Dwelling* Projects.

    Individual *buildings* and *dwelling units* located within a *multifamily dwelling* project may be served by *private streets*, *interior access driveways*, and *interior access drives* developed in compliance with the standards set forth in Section 2.08, G. – Requirements and Services for Private Streets, Private Alleys, Interior Access Driveways and Interior Access Drives, of this UDO and the Town of Holly Springs' Engineering Design and Construction Standards.

C. Design Features. [Supplement #9- corrected typographical error]*

In order to mitigate the impacts of increased *gross density*, increased *building* height or increased number of stories containing *dwelling units* within a *multifamily project*, the following Design Features shall be required for any *multifamily project* which includes: a project *gross density* of over eight (8) *dwelling units* per acre; buildings over thirty-five (35) feet in height; or, *buildings* with more that two (2) stories containing *dwelling units*.

1. Design Features Required.

   Any proposed *multifamily dwelling* project located in the R-MF-15 *district* shall provide at least six (6) design features as set forth in this Section. [Amended Ordinance #10-11]*

   Each design feature selected shall be considered separate from and in addition to the other design features listed below or in Section 2.07, B., 5., b., and in no event shall any area, *building*, *structure* or other element of one design feature be credited toward compliance with any other design feature.

2. Design Features. [Amended Ordinance #10-11]*

   The design features listed below may be utilized in a *multifamily project* in order to increase *project gross density* or increase maximum *building height* as set forth above.

   a. Recreational opportunities are provided in manner and amount which: (i) exceed the minimum requirements of the R-MF-15 *district* by at least 50% in area; (ii) are superior in design and layout from minimum requirements; and, (iii) are appropriate to the anticipated resident profile of the project;

   b. The project includes a community *building* / club house featuring four (4) or more common recreational facilities including, but not limited to, a swimming pool, hot tub, tennis court, basketball court, lounge area, multi-purpose room, game room, and the like which are appropriate to the project;

   c. If the *project* features a flat roof, design a ‘cool roof’ which is specifically designed to reflect the heat that comes from sunshine. They can be bright white membrane roofs, paint-on coatings (for retrofit applications or light colored. [Added Ordinance #10-11]*

   d. The provision of a transit stop, park and ride lot, or other facility to encourage alternative means of travel (i.e. greenway), in an amount and

design as approved in connection with the *development plan* for Architectural and Site Design Review;

e. Façade comprised of masonry materials covering more than fifty (50) percent of the front, sides and rear façade. [Added Ordinance #10-11]*

f. Use landscaped trellises or other decorative element that incorporates landscaping near the building entry or entries. [Added Ordinance #10-11]*

g. Green Building Elements. Any building achieving the elements necessary for any level of LEED, Energy Star, Green Globes, North Carolina High Performance Building Guidelines, BRE Environmental Assessment Method, or similar approved certifying program; [Added Ordinance #10-11]*

h. The utilization of re-use water or storm water ponds for on-site irrigation;

i. On-site area set-aside as car wash facility, either covered or open, available to residents.

On-Site Car Wash Facility

D. Architectural and Site Design Review.

All development within the R-MF-15 *District* shall be subject to the following Architectural and Site Design requirements.

1. General Procedures.

   The review and determination of a *development plan* for Architectural and Site Design Review in the R-MF-15 District shall be as specified in Section 9.09 – Decision Matrix of this UDO.

2. Architectural and Site Design Requirements.

   a. Building Design and Appearance Requirements.

      All *buildings*, including community *building* / club house, storage *buildings*, maintenance *buildings*, *garages* and *buildings* containing *dwelling units* shall be constructed with at least four (4) of the following five (5) *building* design and appearance requirements:

Examples of Building Design and Appearance Requirements

      (1) multiple *building* materials (e.g., brick, fieldstone, limestone, marble, granite, textured block, architectural pre-cast concrete, concrete composite siding, wood clapboard siding, wood beaded siding, stucco, E.F.I.S., etc.);

      (2) multiple surface textures (e.g., rough, striated, imprinted, etc.);

      (3) façade modulations (e.g., *building* off-sets of at least two (2) feet in depth for every forty (40) feet of *building* wall length);

      (4) architectural elements (e.g., quoins, pilasters, soldier courses, friezes, cornices, dentils, etc.) or roof line changes (e.g., changes in direction of ridge, changes in elevation of ridge, inclusion of dormers, etc.); or,

(5) multiple colors (the maximum number of colors shall not be limited, provided however, that there shall be no more than three (3) discernable colors and the primary color shall constitute a minimum of sixty (60) percent of the façade (excluding windows, doors, roofing, fascia materials, or soffit materials),

on each exterior wall surface as approved in connection with the *development plan* for Architectural and Site Design Review. Vinyl or aluminum siding material shall not be permitted.

b. Site Design Requirements.

(1) Trash Containers – See Section 2.08, A., 3., i.

(2) Vehicular design and pedestrian connectivity – See Section 7.09 – Pedestrian Circulation and Vehicular Area Design.

(3) Signs – A *Master Sign Plan* as set forth in Section 7.03, A. – Master Sign Plans, shall be provided for review and approval.

3. *Waiver* of Architectural and Site Design Requirements.

In order to encourage innovative *building* and site designs capable of enhancing the quality of the built environment within the R-MF-15 *District*, a *waiver* of any of the Architectural and Site Design Requirements specified in this Section 2.07, D., may be heard and determined in connection with the approval of a *development plan* for Architectural and Site Design Review.

4. Findings Required for the Approval of a *Waiver* of Architectural and Site Design Requirements in the R-MF-15 *District*.

A *waiver* of the Architectural and Site Design Requirements specified in this Section 2.07, D., may only be granted upon the finding that:

a. The proposed development represents an innovative use of *building* materials, site design features or landscaping which will enhance the use or value of area properties beyond the enhancement that would otherwise occur under the strict application of the Architectural and Site Design Requirements set forth in the R-MF-15 *District*; or,

The strict application of the terms of the Architectural and Site Design Requirements set forth in the R-MF-15 *District* represents an unusual or unnecessary hardship when applied to the proposed development;

b. The proposed development is consistent with and compatible with other development located within the R-MF-15 *District* and the surrounding area; and,

c. The proposed development is consistent with the intent and purpose of this UDO.

All findings specified above for the granting of a *waiver* of the Architectural and Site Design Requirements shall be reduced to writing, signed by the *Director* and retained as a part of the permanent record of the determination.

Exhibit D
Section 3.05 of the 2015 version of the Holly Springs UDO

Section 3.05 CB Community Business District

Intent - CB *Districts* are established to provide a location for high volume and high intensity commercial uses. Activities in this *district* are often large space users which may include limited amounts of *outdoor sales* or *outdoor operations*. Developments within the CB *District* shall be coordinated to facilitate vehicular and pedestrian access from nearby residential *districts*.

A. Permitted Uses.

1. *Primary Uses*.

   a. Automotive Sales & Service: Automobile Parts Sales (new); *Quick Oil Change Facility*; Car Wash (automatic or self); Gasoline Service Station without repair; Motor Cycle/Scooter Sales. [Amended Ordinance #08-13; #10-11]*

   b. Clothing Service: Costume Rental; Dressmaking; Dry Cleaning and Laundry Establishment; Millinery (Fabric) Shop; Self-service Laundry; Shoe Repair Shop; Tailor and Pressing Shop; Tuxedo Rental. [Amended Ordinance #10-11]*

   c. Communication / Utilities: Communication Relay Tower; Public Utility Substation. [Amended Ordinance #10-11]*

   d. Educational Uses: School – Commercial, Trade or Business. [Amended Ordinance #10-11]*

   e. Food Sales and Service: Bakery – Retail; *Bar*; Convenience Store; Dairy Bar – Retail; Delicatessen; Farmers Market; Grocery; Ice Cream Store – Retail; Meat Market; Restaurant – Drive In; Restaurant – Drive Through; Restaurant – Fast-food; Restaurant – Sit-down; *Tavern*; Yogurt Store – Retail. [Amended Ordinance #10-11]*

   f. Miscellaneous: Agriculture Seed Sales; *Artificial Lake*; *Bed & Breakfast*; Bus Station; Clinic – medical, dental or optometrists; Electrical / Electronics Repair; Hospital; *Hotel*; Kennel (with indoor runs); *Motel* (not within a *Gateway Corridor*); Print Shop; Publishing; *Sign* Painting; Radio / Television Stations (without transmission towers); Rehabilitation Center; Sanitarium; *Tourist Home*; Veterinary Hospital. [Amended Ordinance #10-11]*

   g. *Office* / Professional Services: Architect; Artist; Bank Machines (ATM's) – Walk-up; Bank Machines (ATM's) – Drive Through; Bank Machines (ATM's) – Free Standing; Bank / Savings & Loan / Credit Union; Construction Companies; Consultant; Contractors; Dentist; Design Services; Engineer; Home Remodeling Companies; Insurance Agent; Lawyer; Musician; Physician; Pharmacist; Photographic Studio;

Professional Offices; Real Estate Office; Travel Agency. [Corrected typographical error: Supplement 314]*, [Amended Ordinance #10-11, 11-08]

h. Personal Service: Barber Shop; Beauty Shop; Health Spa or Fitness Center; Locksmith; Tanning Salon. [Amended Ordinance #10-11]

i. Public Facilities: *Neighborhood Recycling Collection Point*; *Parking Garage*; Parking Lot – Commercial; *Religious Use*. [Amended Ordinance #10-11, #12-08]

j. Recreation: Aerobics Studio; Arcade; Bait Sales; Banquet Hall; Billiard Room; Bowling Alley; Dance Studio; Miniature Golf – indoor; Private Recreation-indoor; Skating Rink (ice or roller) – indoor; Social Hall; Tennis / Racquet Club – indoor; Theater – indoor. [Amended Ordinance #10-11]

k. Residential: *Dwelling Unit* – Upper Level; *Nursing Home*; *Rest Home*. [Amended Ordinances #09-08, #09-13, #10-11]

l. Retail: Antique Shop; Apparel Shop; Appliance Store; Art Gallery; Arts and Craft Store; Bicycle Sales and Service; Camera Store; Card Shop; Clock Shop; Coin and Stamp Shop; Computer Store; Convenience Store; Department Store; Drug Store; Fabric Store; Floor Coverings; Flower Shop; Frame Shop; Furniture Store; Garden Supply; Gift Shop; Hardware Store; Hobby, Toy or Game Shop; Home Improvement Store; Jewelry Store; Liquor Store; Lumber Yard; Music Store; Newsdealer; Paint Store; Pet Store; Radio, TV, Music Sales and Service; Retail Showroom; Satellite Dish Sales and Service (indoor display); Shoe Store; Sporting Goods; Stationery and Book Store; Tobacco Store; Variety Store; Video Store; Wall Coverings. [Amended Ordinance #10-11]

2. *Special Exception Uses.*

a. Automotive Sales & Service: *Automotive Repair – Minor*; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays). [Amended Ordinance #08-13; #10-11]

b. Governmental Use: Fire Station; Governmental Offices; Municipal/State Road Maintenance Facility; Police Station; Post Office – with or without parking of delivery vehicles. [Amended Ordinance #04-13; #10-11]

c. Communications / Utilities: Electricity Relay Station; Non-municipal Pumping Stations; Water Towers. [Amended Ordinance #05-01]

d. Miscellaneous: Kennels (with outdoor runs); *Motel* (within a *Gateway Corridor*); Radio / Television Stations (with transmission towers). [Amended Ordinance #10-11]

e. Public Facilities: Athletic Field – Public; Community Center; Public Park; Public Recreation Development; Recreation Center; *Recycling Facility*. [Amended Ordinance #10-11, 12-08]*

f. Recreation: Arcade; Miniature Golf – outdoor; Skating Rink (ice or roller) – outdoor; Tennis / Racquet Club – outdoor; Theater – outdoor. [Amended Ordinance #10-11]

g. Residential: *Multifamily Townhouse* – with Mixed Use Development; *Single Family Dwelling* – with Mixed Use Development. [Amended Ordinance #09-08; #10-11]

h. Retail: Satellite Dish Sales and Service (outdoor display). [Amended Ordinance #10-11]

i. Educational Uses: Child Care Centers; Private School. [Added Ordinance #05-11; 10-11]

3. *Accessory Uses* – See Section 3.07, A. – Accessory Uses, Buildings and Structures.

4. *Temporary Uses* – See Section 3.07, B. – Temporary Uses, Buildings and Structures

B. Development Standards. [Amended Supplement #7 corrected formatting]

1. Minimum *Lot Width* and *Frontage* - each *single use site, subdivision,* or *integrated center* shall have a minimum *frontage* on a *public street* of 100 feet.

   Each *lot* or *out lot* shall have sufficient *frontage* and *access* as set forth in Section 7.06, B., 1. Lot Arrangement of this UDO. [Amended Ordinance #13-09]

2. *Minimum Yards* and *Building* Setbacks

   a. Front - a minimum *front yard* and minimum *building setback* measured from the greater of the *proposed right-of-way* or *existing right-of-way* shall be provided as follows:

Freeway - NC-540 / US 1: [Amended Ordinance #14-07]*	100'
Freeway - NC 55 Bypass:	50'
Thoroughfare:	50'
Collector Street:	50'
Local Street / *Cul-de-Sac Street*:	50'

   Provided, however, any 50' minimum *front yard* and minimum *building setback* listed above for a *thoroughfare, collector street, local street* or *cul-de-sac street* may be reduced to 30' by utilizing the following design features: [Amended Ordinance #09-18, #13-09]

   (1) All architectural regulations as stated in Section 3.08 are provided without alternate compliance for the façade adjacent to the *front yard*; [Added Ordinance #09-18]

   (2) all *parking areas* are located without a waiver of *parking area* location as stated in 7.04, E., 3. Maximum Number of *Off-Street Parking Spaces*; and [Added Ordinance #09-18]

   (3) no *parking areas* or *interior access drives* are located between the *front lot line* and front line of the *primary building*. [Amended Ordinance #09-18]

   b. Minimum *Side Yard* and *Setback* - shall be provided from the *lot line* as follows:

   (1) Minimum *Side Yard* - ten (10) feet

   (2) Minimum Side *Bufferyard* – twenty-five (25) feet

   c. Minimum *Rear Yard* and *Setback* - shall be provided from the *lot line* as follows:

(1) Minimum *Rear Yard* - ten (10) feet

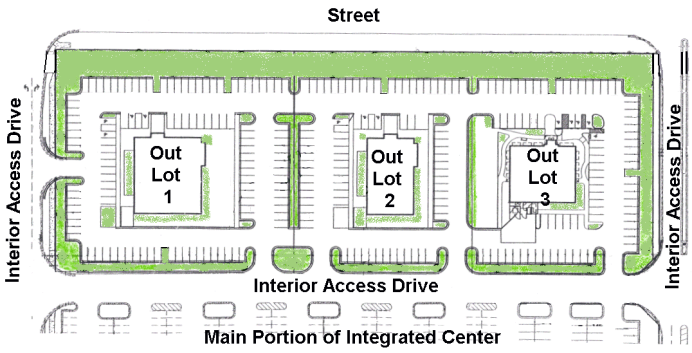
(2) Minimum Rear *Bufferyard* – twenty-five (25) feet

d. *Minimum Yards* for *Out Lots* - *Out lots* or *multi-tenant buildings* within an *integrated center* shall provide a *minimum yard* of five (5) feet along all *lot lines* in common with other *out lots* and a *minimum yard* of ten (10) feet along all *lot lines* in common with the main portion of the *integrated center*. If any portion of an *out lot* abuts the perimeter of the *integrated center*, that portion of the *out lot* shall be required to comply with the applicable minimum *front*, *side* or *rear yard* requirements set forth above. The main portion of the *integrated center* shall not be required to provide a *minimum yard* along the *lot line* in common with an *out lot*. If an *out lot* is for an *individual tenant space* within a *multi-tenant building*, there shall be a *minimum side yard* of zero (0) feet. [Amended Ordinance #13-09]*

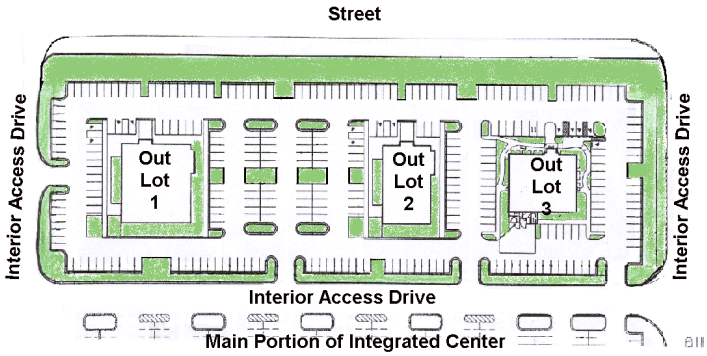
Provided, however, the *minimum yards* for *out lots* along all *lot lines* in common with other *out lots* may be used for *parking areas*, *loading areas*, *interior drives* or *interior access drives* provided that:

(1) the area of each such *minimum yard* that would have been devoted to landscaping and the amount of landscape material that would have been required to be installed in each such *minimum yard*, if not complying with the special provisions of this sub-Section, are provided elsewhere on each of the affected *out lots* as either additional *foundation landscaping area* or additional interior *parking area* landscaping; and,

(2) documentary assurances are provided on the *final plat* or by other legally binding instrument which binds the adjoining *lots* to be developed in compliance with the special provisions of this sub-Section allowing such *minimum yards* to be used for *parking areas*, *loading areas*, *interior drives* or *interior access drives* subject to the provision of such additional *foundation landscaping area* or additional interior *parking area* landscaping.



Example of Out Lot Development with Required Landscaping Between Out Lots



Example of Out Lot Development Using Option to Relocate Landscaping From Between Out Lots to Parking Areas and Foundation Areas

3. Use of *Minimum Yards* and *Bufferyards*

   Use of *Minimum Yards* and *Bufferyards* - all *minimum yards* and *bufferyards* shall be landscaped in compliance with the requirements for perimeter *yard* landscaping as set forth in Section 7.01 – Landscape Regulations of this UDO and shall remain free from *structures* except where expressly permitted below:

   a. Minimum *Front Yards* - may include: *driveways*; or, *signs* as regulated by Section 7.03 – *Sign* Regulations of this UDO, and shall otherwise be maintained as *open space* free from *buildings* or *structures*;

   b. Minimum Front *Bufferyards* - may include: *driveways*; or, *signs* as regulated by Section 7.03 – *Sign* Regulations of this UDO, and shall otherwise be maintained as *open space* free from *buildings* or *structures*;

   c. Minimum *Side* and *Rear Yards* - minimum *side* and *rear yards* may include: *interior access driveways*; *walkways*; or, pedestrian ways, connecting to adjoining *lots* or developments provided that the remainder of said *yards* shall be maintained as *open space* free from *buildings* or *structures*;

   d. Minimum Side and Rear *Bufferyards* - shall be maintained as *open space* free from *buildings* or *structures*.

4. *Maximum Building Height* – fifty-five (55) feet; provided, however, that: [Amended Supplement #07-03]

   a. no portion of any *building* located between thirty (30) feet and fifty (50) feet from a *front lot line* shall be in excess of forty-five (45) feet; and,

   b. the *setback* for that portion of any *building* or *structure* which is in excess of forty-five (45) feet shall be increased by one (1) foot for each one (1) foot of the height of the *building* or *structure* above forty-five (45) feet until the maximum height of the *building* or *structure* is allowed.

5. Parking and Loading - See Section 7.04 – *Off-Street Parking* Regulations and Section 7.05 – *Off-Street Loading* Regulations.

6. *Signs* - See Section 7.03 – Sign Regulations.

7. Outdoor Operations - All uses and operations (except *off-street parking*, *off-street loading* and delivery, walk-up customer service windows, drive-through customer service windows, outdoor recreation uses, and outdoor public facilities) shall be conducted completely within enclosed *buildings*, except where expressly permitted below: [Amended Ordinance #12-08]*

a. Outdoor seating for restaurants:

(1) shall not be located between a *building line* and a *bufferyard*;

(2) shall not be located in any required *yard* or any *street right-of-way*;

(3) shall be located adjacent to the business' tenant bay or storefront façade;

(4) shall be included in the calculation of required *foundation landscaping area* and any applicable *building foundation landscaping area* and associated *plant unit value* shall be extended or relocated around the perimeter of the outdoor seating area;

(5) shall not exceed 10% of the *gross floor area* of the restaurant;

(6) shall not block the entrance to the business or *building*; and,

(7) shall be located so as to not interfere or conflict with sidewalks, pedestrian ways, required *parking areas*, required *loading areas*, *driveways*, *interior access drives*, *interior access driveways*, perimeter landscape *yards* or foundation landscaping.

b. Vending machines:

(1) shall abut the exterior wall of the *building*; [Amended Ordinance # 14-07]*

(2) shall not be located in a required *yard* or required *bufferyard*; and [Amended Ordinance # 14-07]*

(3) no individual machine shall exceed twenty-four (24) cubic square feet. [Added Ordinance # 14-07]*

c. Outdoor Display or Sales of Merchandise: [Amended Ordinance # 08-12]

(1) shall be *accessory* to the *primary use*;

(2) shall only be those areas designated as *outdoor display*, or sales/rentals on an approved site specific *development plan*; shall not apply to any previously approved site specific *development plans*;

(3) shall not exceed the lesser of: ten (10%) percent of the *gross floor area*; or 20,000 square feet, for each non-related and separately operated use;

(4) shall not be located in a *required yard* or *required bufferyard*;

(5) shall not extend out more than twenty (20) feet from the front facade;

(6) shall not extend out more than fifty (50) feet from any side or rear façade;

(7) shall not exceed eight (8) feet in height along the front facade; and

(8) shall be located so as to not interfere or conflict with sidewalks, pedestrian ways by maintaining five (5) feet of sidewalk clear for pedestrian flow; shall be located so as not interfere or conflict with any minimum required main *parking areas, loading areas, driveways, interior access drives, interior access driveways, perimeter landscape yards* or *foundation landscaping*.

d. *Outdoor Storage* – Storage of materials not for sale but associated with the *primary use*. [Added Ordinance #08-12]

(1) shall be *accessory* to the *primary use*;

(2) shall only be located along the rear façade of the *building* or those area(s) designated as *outdoor storage* on an approved site specific *development plan*;

(3) shall not exceed the lesser of: ten (10) percent of the *gross floor area*; for each non-related and separately operated *use*;

(4) shall not be located in a *required yard* or *required bufferyard*;

(5) shall be enclosed within a chain link, lattice, ornamental, solid walled, or similar type fenced area, including entry/exit gates made of materials compatible with the fence, if a solid wall is constructed, the primary masonry *building material* of the *primary building* shall be used;

(6) The height above *grade* of said fence shall be at least six (6) feet and shall not exceed the lesser of twenty (20) feet or the height of the roofline; and

(7) Materials or products stored within the fenced storage area shall not exceed the height of the fence.

e. Gasoline Pumps - provided that no outdoor operations other than the dispensing or installation of gasoline, oil, antifreeze and other similar products and the performance of minor services for customers as related to said dispensing or installation are conducted on the site.

f. Walk-up or drive through customer service windows or Automated Teller Machines (ATM's), provided that such facilities shall be located so as to not interfere or conflict with sidewalks, pedestrian ways, *parking areas, loading areas, driveways, interior access drives, interior access driveways,* perimeter landscape *yards* or foundation plantings.

8. Landscape Requirements - See Section 7.01 – Landscape Regulations.

C. Mixed Use Option [Added Ordinance #09-08]*

Intent – The Mixed Use Option is established, consistent with the Vision Holly Springs *Comprehensive Plan*, to promote and guide integrated diverse but compatible *uses* into a development that is defined by unique and innovative design and pedestrian friendly features. This option is intended to be an alternative to the suburban mind-set that development be unconnected and uncoordinated, increasing reliance on individual vehicles and traffic congestion.

1. *Permitted Uses*.

   All *uses* set forth in Section 3.05, A. – Permitted Uses shall be considered *permitted uses* in a Mixed Use Option *project*. The *uses* are arranged in categories to provide an appropriate mix of *uses*. *Uses* are placed in categories based on similar impacts and to ensure diversity of *uses*.

   The Mixed Use Option *project* shall include both commercial and residential *uses* as specified below. Each *project* must contain a minimum of twenty (20) percent of residential *uses* and twenty (20) percent of commercial *uses*. Such *uses* may be contained within the *project* or within a *building*.

   a. Commercial – Retail, Office/Professional Services, Miscellaneous, Clothing Service, Food Sales and Service, Personal Services, Recreation Uses.

   b. Residential – *single family* and/or *multifamily dwellings*.

   Additional *uses* not listed in the categories above may be provided in accordance with Section 3.05, A. – Permitted Uses but shall not count towards the minimum twenty (20) percent requirement.

2. Mixture of *Uses*.

   a. The *project* shall contain the required minimum amount of commercial and residential *uses* within six (6) years of the first *certificate of occupancy* issued.

   b. For Mixed Use Option *projects* developed in phases, (as defined in the *project's* approved *Master Plan*), each phase shall be able to function as a stand alone development and the *project* shall contain the required common space/*open space* at all times during the phases of construction.

c. The *Town Council* may grant a one (1) year extension for a total of five (5) years if the property owner can provide evidence that a mix will be provided by the end of the additional year. The evidence may include, but is not limited to, tenant contracts, leases or other legal construction agreements with specific deadlines.

3. Development Standards.

a. *Minimum Lot Width* and *Frontage* - None

b. Maximum *Project Gross Density* –fifteen (15) *dwelling units* per acre, provided, however: [Added Ordinance #12-05]*

(1) Any *project* located within a designated high density Community Growth Area or Regional Center as specified in the *Comprehensive Plan* shall have a *project gross density* of:

(a) Minimum- fifteen (15) *dwelling units* per acre.

(b) Maximum- unlimited.

c. *Building Orientation:*

(1) A minimum of seventy-five (75) percent of the *building* front should utilize a zero (0) foot *setback*.

(2) *Primary building* facades should to be parallel to the sidewalk (*right-of-way*), except where it is desired to maintain a highly desirable vista.

(3) Where portions of a *building* are located away from the sidewalk (*right-of-way*), such areas should be treated as courtyards (developed hardscapes utilizing decorative pavement materials) as necessary to promote pedestrian activity and patron interaction.

d. *Building Setbacks* and Separation:

(1) All *setbacks* shall follow Section 3.05, B., 2. – *Minimum Yards* and *Building Setbacks* except as follows and elsewhere in this section:

(a) *Buildings* located on the periphery of the Mixed Use Option *project* directly adjacent to a residential *district* shall be located a minimum of twenty (20) feet from the *project* boundary. [Amended Ordinance #12-05]*

(b) *Buildings* located on the periphery of the Mixed Use Option *project* directly adjacent to *streets*, as well as commercial *district* property shall be located a minimum of ten (10) feet from the *project* boundary. [Added Ordinance #12-05]*

(c) No *building* shall encroach upon the *right-of-way* of a proposed thoroughfare as designated on the *Comprehensive Transportation Plan*. [Amended Ordinance #12-05]*

(d) There shall be no interior *setbacks* and separation requirements. All internal non-residential *buildings* are encouraged to be located within ten (10) feet of *street rights-of-way* to enhance the walkability of the development. *Buildings* located large distances from roads and pedestrian trails are strongly discouraged. However, all *structures* shall meet state *building* code requirements and all other requirements to protect the health, safety and welfare of occupants.

e. *Maximum Building Height* - seventy-five (75) feet. [Amended Ordinance #12-05]*

f. *Off-Street Parking Areas* – Whenever feasible, *off-street parking* shall comply with the following criteria:

(1) Development Standards:

(a) *Off-Street Parking areas* shall be located where residents and businesses have easy and convenient access. The *project* shall consider dedicating a certain portion of *off-street parking* for each *use* and must submit a parking study based on the proposed breakdown. The parking study shall be based on similar projects, with similar *use* percentage breakdowns when possible, in the surrounding area. The *off-street parking area* should not be located in such a manner that it dominates the *street frontage*.

(b) *Off-street parking* should be oriented behind or to the side of a *building* when possible and shall not exceed a maximum depth of sixty (60) feet (i.e. two-way aisle with parking on both sides) not counting required landscaping.

(c) *Off-street parking* requirements shall be governed by the provisions set forth in Section 7.04 – *Off-Street Parking* Regulations except as modified by this section.

(d) To allow for infill development and higher densities, structured parking shall be encouraged to meet *off-street parking* requirements. [Added Ordinance #12-05]*

(2) Design Guidelines:

(a) Shared Parking - Where parking demands for the various *uses* within the *project* peak during different times of the day, parking should be shared. *Off-street parking* should be developed as a combined *off-street parking area* under the provisions outlined in Section 7.04 – *Off-Street Parking* Regulations.

(i) *On-street parking* located along the *project frontage* may be counted towards the minimum number of required *off-street parking spaces* for the commercial component within the *project*. The number of *off-street parking spaces* may be reduced if a combined *off-street parking area* is approved based on the shared parking and parking study requirements set forth above.

(ii) However, in no case shall the combined required *off-street parking* for the mixed use *project* provide less than the minimum required *off-street parking* for the residential *use*.

(iii) The *Director* shall determine the required *off-street parking* for *uses* not mentioned in this section or elsewhere in the UDO, based on the requirements for similar *uses*.

(iv) *Staff* may authorize the use of combined *off-street parking areas* for *uses* or activities located within mixed use *projects* if it finds that the mixed use *project* is in accordance with Section 7.04, E., 4. – Reduction for Combined *Off-Street Parking Areas*.

(v) Alternate Parking Plan approval shall be subject to the following conditions and limitations:

a) No more than fifty (50) percent of the *off-street parking* required for a *building* or *use* may be supplied by *off-street parking areas* required for any other *building* or *use*.

b) The applicant shall submit sufficient data to indicate that there is no substantial conflict in the principal operating hours of the *uses* proposing to make use of the combined *off-street parking areas*.

c) The property owners involved in the joint use of *off-street parking areas* shall submit a legal agreement approved by the town attorney as to form and content guaranteeing that said required *off-street parking* shall be maintained so long as the *use* requiring *off-street parking* is in existence or unless the required *off-street parking* is provided elsewhere in accordance with the provisions of this Section. Such instrument, when approved as conforming to the provisions of this section, shall be recorded by the property owner with the Wake County Register of Deeds and a copy thereof filed with the Department of Planning & Zoning.

g. *Open Space* and Public Spaces - The purpose of *open space* is to provide areas for passive and active social interaction. Areas which are accessible to the passing public are considered public spaces and are just as important to a development as those accessible only to the residents of the *project*. *Open space* areas should be surrounded by attractively designed *building* and landscape elements as well as *uses* that effectively shape and energize the *open spaces* as necessary to create a focal point of activity. Each Mixed Use Option *project* must contain *open space*, to be comprised of an amount of one (1) percent, of the total *project* acreage/square feet.

(1) As a whole, *open space* should satisfy the following criteria:

(a) Provide areas for social interaction with other people; or for passive and active *uses* as appropriate.

(b) Public spaces shall be accessible to residents.

(c) Provide a strong image and sense of place.

(d) Be a part of the pedestrian linkage throughout the *project* and adjacent land *uses*.

(e) Provide an overall theme and visual connection between spaces and *uses* within the *project.*

(f) Be designed or located to ensure that it is useable year-round.

(g) Provide areas which have awnings, wind breaks, sun shade and/or landscaping that would provide shelter from the elements.

(h) Create a pleasant pedestrian village-like atmosphere.

(2) *Open space* may include, but is not limited to, outdoor areas such as *plazas*, outdoor dining areas, rooftop gardens, and landscaped areas designed for active use.

(3) *Open space* should be located or designed in such a manner that noise or activity does not unduly impact the residents of the mixed use *project* or nearby residential *projects.*

(4) Encouraged to be located adjacent to the retail component of the *project* that can be converted for joint use with outdoor dining and pedestrian access. However, when used in conjunction with an outdoor dining area, the area shall be designed in such a manner that pedestrian access is not being impeded or hindered. The minimum dimension for clear pedestrian access should be at least six (6) feet.

(5) Where possible, larger public spaces should be located near the main pedestrian access to the *project*.

h. Commercial Design Guidelines - When positioning commercial *uses*, issues such as access and entrances, address, identity and visibility, security, marketability, and connections to other *uses* should be taken into

account. Retail space should be designed with adequate access from all internal *uses*. Proximity to existing commercial *uses* located on adjacent parcels is essential because it allows for the continuation of commercial corridors. Whenever possible, the commercial areas should include *street* front retail that promotes an active pedestrian area to draw the attention of the passing public. To accommodate the conditions of the ever-changing economic trends, the commercial areas should be designed to allow easy conversion from one commercial *use* to another.

(1) The commercial area of the Mixed Use Option *project* shall include the following elements:

(a) Storefront windows that provide transparency to the *building* at the pedestrian level.

(b) Visual interest which can draw the attention of the passing public.

(c) Whenever feasible, orientation towards the *street* and major pedestrian or plaza areas.

(d) Locate retail commercial *uses* relying heavily on passing foot traffic such as retail *uses* at ground level, with less active *uses* (i.e., office *uses*) located above ground level.

(2) In all cases, unless stated elsewhere in this section, commercial *projects* shall be subject to the architectural and site design requirement set forth in Section 3.08 – Architectural and Site Design Requirements.

h. Residential Design Guidelines - Residential *uses* may be located in a separate *building* or in mixed configurations with commercial *uses* in the same *structure*. Factors such as privacy, security, amenities, and views are very important. To provide adequate privacy and security, residential entrances can be placed in the quieter areas away from the main commercial portions. Access to *open space* areas, either public or private is important.

(1) Residential *uses* may be located in a separate *building* or in mixed configuration with commercial in the same *structure*, single family detached lots and/or *multifamily townhouses* may be located in an integrated area of the Mixed Use Option *project*. When in a mixed configuration, residential *uses* should be located on the upper stories; or, on ground floors when the *structure* does not use storefront space. In no case shall residential *uses* be located on the ground floor of a *building* located on commercial *street frontage*.

(2) In all cases, multifamily *buildings* (i.e. *apartments*, *condominiums*) shall be subject to the architectural and site design requirement set forth in Section 2.07, D. – Architectural and Site Design Review of this UDO.

(3) In all cases, *single family dwellings* and/or *multifamily townhouses* shall be subject to the design features set forth in Section 2.09, C., 2., d.- Design Features of this UDO.

(4) Design Features shall be required for each *dwelling unit* over fifteen (15) *dwelling units* per acre for any *multifamily project* which includes a *gross density* of greater than fifteen (15) *dwelling units* per acre as specified in Section 2.07, C., 2. – R-MF-15 Multifamily Residential District- Design Features of this UDO.
[Added Ordinance #12-05]

D. Architectural and Site Design Review. [Amended Ordinance #09-08]*

All development located within the CB *district* shall be subject to the architectural and site design requirements set forth in Section 3.08 – Architectural and Site Design Requirement of this UDO.

Exhibit E
Sewer Analysis Map

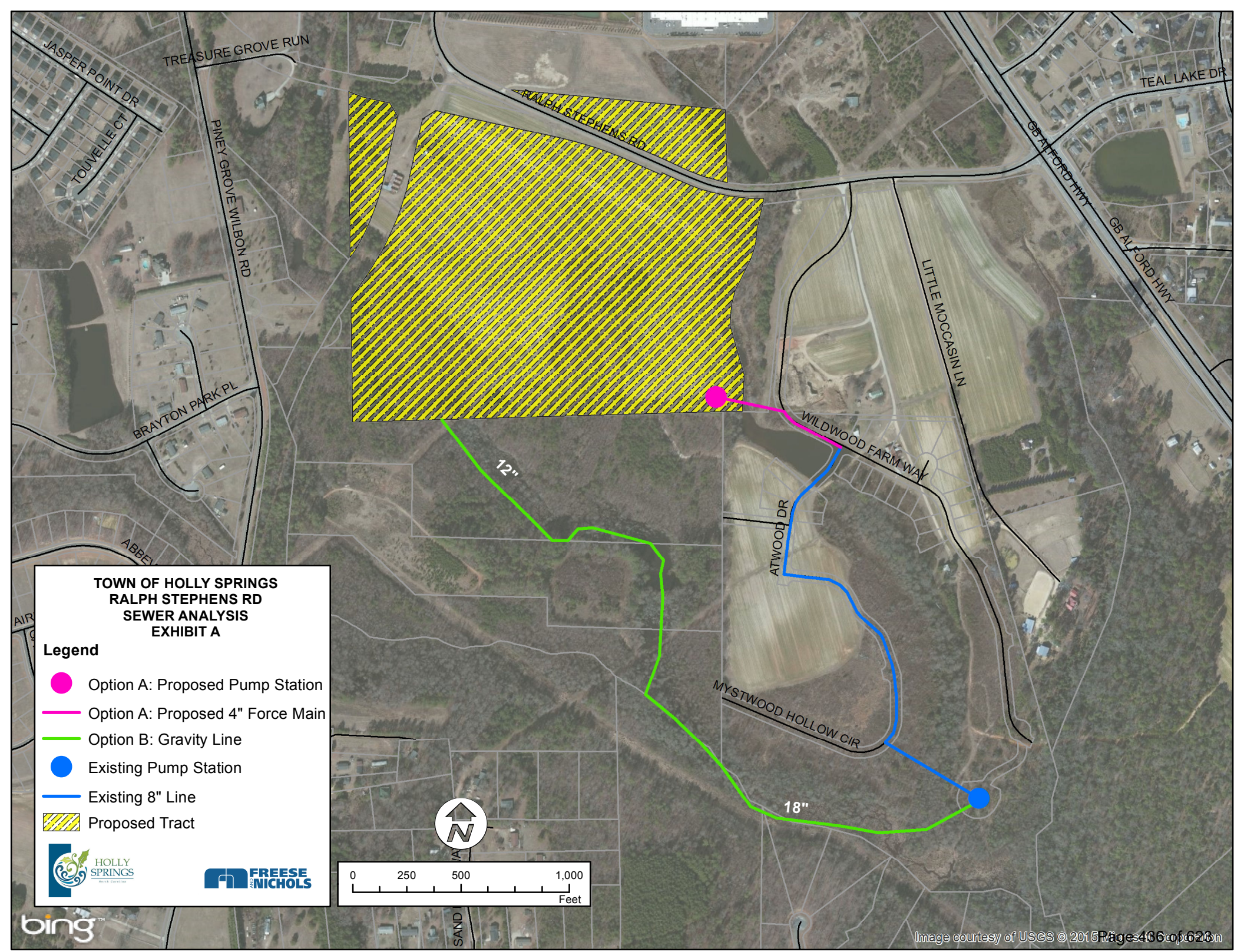

JASPER POINT DR
TOUVELLE CT
TREASURE GROVE RUN
PINEY GROVE WILBON RD
BRAYTON PARK PL
RALPH STEPHENS RD
TEAL LAKE DR
GB ALFORD HWY
LITTLE MOCCASIN LN
WILDWOOD FARM WAY
ATWOOD DR
MYSTWOOD HOLLOW CIR
12"
18"
TOWN OF HOLLY SPRINGS
RALPH STEPHENS RD
SEWER ANALYSIS
EXHIBIT A
Legend
Option A: Proposed Pump Station
Option A: Proposed 4" Force Main
Option B: Gravity Line
Existing Pump Station
Existing 8" Line
Proposed Tract
HOLLY SPRINGS
FREESE AND NICHOLS
0
250
500
1,000
Feet
bing
Image courtesy of USGS © 2015 Microsoft Corporation

Exhibit F
Town Fee Credit/Reimbursement Form

EXHIBIT F
SEWER CAPACITY REPLACEMENT FEE REIMBURSEMENT FORM
To be submitted quarterly

Date of Request: _____
Developer: _____
Project: _____

1. Total Eligible reimbursement under this Agreement: $ 525,000
2. Total Fee Credits earned to-date: $ _____
3. Total Reimbursements made to-date: $ _____
4. Sum of Credits Requested for this request (lots named below) $ _____
5. Total Remaining Credits available (Line 2 minus sum of 3&4) $ _____

*Based upon final Town approved amount of credit/reimbursement based upon documentation submitted by developer to Director of Engineering

This reimbursement request is being made for the following lots:

Lot Number (or range)	Permit Number	Date of Payment

Use additional Sheets if necessary

CERTIFICATION OF DEVELOPER

The undersign certifies that the above described permits are eligible for reimbursement under the Reimbursement Agreement , the fees have been paid in full, and have not been previously reimbursed by the Town. All other information on this form is true and accurate to the best of my knowledge.

Signature: _____
Printed name and title:_____

Approval for payment by Director of Engineering

_____

sign and date

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Public Hearings
Title: Economic Development Agreement (EDA) with Genentech
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Irena Krstanovic, Director, Economic Development

Action(s):

- Hold Public Hearing on an Economic Development Agreement (EDA) with Genentech (Project Apollo 11)
- Approve/Deny/Defer EDA with Genentech

Explanation:

- On May 12, 2025, North Carolina Governor Josh Stein announced the location of Genentech's new biologic fill finish facility in Holly Springs, known as Project Apollo 11.
- Genentech has an anticipated company investment of $700 million and 420 jobs over five years.
- This agenda item entails an Economic Development Agreement (EDA) between the Town of Holly Springs and Genentech, which formally establishes the obligations of each party.
- In consideration of an EDA, the Town recognizes that the project will bring direct and indirect benefits to the Town, including, but not limited to, job creation, increase in ad valorem tax base, economic diversification, and economic stimulus to the local economy to locate their project at a site within the Town.
- Furthermore, the company fully intends to establish an important presence in the Town by employing a significant number of people and making a substantial investment in the project and in the training and development of those employees.
- Key terms of the EDA include:
    - MONETARY
        1. Apollo 11 Business Investment Grant: Annual Business Investment Grant calculated as fifty percent (50%) of Apollo 11 Incremental Taxes for a maximum period of eight (8) consecutive years (the "Apollo 11 Business Investment Grant Term") commencing at such time as a certificate of occupancy ("CO") is granted on the first occupiable building in the Project, unless otherwise elected earlier as described below, up to a maximum amount of thirteen million seven hundred forty thousand ($13,740,000); Apollo 11 Business Investment Grant payments will be made on or before May 1 of the relevant Fiscal Year in which the Apollo 11 Incremental Taxes are paid, assuming the Company is current on tax payments
    - NON-MONETARY
        1. Projected Water and Sewer Volume Requirements: Reserve an amount of water and sewer based on the anticipated requirements of the Company,

subject to a hydraulic study. Amounts are anticipated to be water: 78,000 gallons per day (gpd), by Q2 2028, Sewer: 78,000 gpd
2. Customized Review Schedule
3. Expedited Staff Level Review

Background:

- Genentech/Roche is a Fortune 500 Global life sciences company founded in 1896 and headquartered in Basel, Switzerland. It is one of the largest biotech companies in the world with expertise across major disease areas and in-vitro diagnostics. The subsidiary employs 13,500 individuals and remains headquartered in South San Francisco with manufacturing and distribution operations across California and Oregon.
- The company is locating within CaMP Helix, a 500 acre business park positioned on the northwest side of Holly Springs. This business park was 1 of 15 sites in NC chosen as part of the NC General Assembly's Selectsite Readiness Program, showing its readiness for industrial manufacturing projects.
- Holly Springs is recognized globally as one of the world’s leading life sciences and biomanufacturing hubs, with a well-established ecosystem, direct access to major transportation networks, diverse talent, and an exceptional quality of life.
- Genentech will join the likes of existing international life sciences industry leaders in Holly Springs including CSL Seqirus, Amgen, and FUJIFILM Biotechnologies.
- The Town has made strategic infrastructure investments over the past several years including water, wastewater and water re-use. Making these investments positioned the Town in order to recruit companies like Genentech to the community.

Funding Source(s):

Attachment(s):

1. EDA Genentech_ Project Apollo- Town Council Version

TOWN COUNCIL VERSION

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

GENENTECH, INC.

AND

THE TOWN OF HOLLY SPRINGS, NC

AUGUST 19, 2025

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this "***EDA***") is entered into, effective on the date and year first above written, by and between **GENENTECH, INC.**, a corporation incorporated in the State of Delaware (the "***Company***"), and the **TOWN OF HOLLY SPRINGS**, a North Carolina municipality (the "***Town***"). Individually and together the Town and Company are referred to as a "***Party***" and the "***Parties***," respectively. Capitalized terms not otherwise defined herein have the meanings ascribed to them in Article I of this Agreement.

RECITALS

WHEREAS, the Town is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in an increase in the Town's *ad valorem* tax base, the creation of a substantial number of jobs at competitive wages, development of new industrial and business parks including the Site, and encouragement of economic growth and development opportunities which the Town has determined will be made possible as a result of the Project;

WHEREAS, the Company desires to construct a biologic fill-finish facility located in the Town (commonly referred to as "***Project Apollo 11***"), including support areas for at least four hundred and twenty (420) new full time equivalent employees, with construction beginning as early as the third quarter of 2025, and an anticipated completion date of fourth quarter 2028;

WHEREAS, the Town acknowledges that Project Apollo 11 will bring additional direct and indirect benefits to the Town, including job creation, increasing the *ad valorem* tax base, and economic diversification and stimulus, and has offered those certain Apollo 11 Local Incentives to induce the Company to locate Project Apollo 11 at the Site;

WHEREAS, to implement the foregoing, the Company has proposed to make a capital investment at the Site from sources available to the Company, including the Company's resources and other source financing, to construct and operate a biologics drug fill-finish facility in one or more buildings. The Company expects to invest or cause to be invested approximately seven hundred million dollars ($700,000,000) in real property, buildings, fixtures, machinery and equipment, and the Company expects to create at least four hundred twenty (420) new full-time equivalent positions as a result of Project Apollo 11 at an average wage exceeding or equal to that of the median average wage for Wake County as described herein;

WHEREAS, the Town expects that because of the foregoing investments associated with Project Apollo 11, the Apollo 11 Increased Tax Value upon completion is expected to be approximately seven hundred million dollars ($700,000,000);

WHEREAS, the Company fully intends to continue and establish, through the Project, an important presence in the Town by employing many people and making

substantial investments in the Project and in the training and development of such employees;

WHEREAS, the Town and the Company hereby acknowledge that the terms of this EDA, including specifically the Apollo 11 Local Incentives and other assistance described in this EDA related to Project Apollo 11, constitute a dispositive inducement to the Company to locate Project Apollo 11 at the Apollo 11 Site; the Company hereby acknowledges that its decision to locate Project Apollo 11 at the Apollo 11 Site following a competitive selection process conducted by the Company among multiple states is based in part, and contingent upon, the Town's offer of the Apollo 11 Local Incentives and other assistance described in this EDA;

WHEREAS, the Town is authorized pursuant to N.C. Gen. Stat. § 158-7.1 to provide financial and other incentives for economic development purposes;

WHEREAS, the Town Council held a public hearing on [August 19, 2025] pursuant to N.C. Gen. Stat. § 158-7.1(c) and determined that the appropriations by the Town to support the Project will increase the population, taxable property, employment, industrial output, and business prospects of the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Company intending to be legally bound do hereby agree as follows:

ARTICLE I
DEFINITIONS

The following definitions and any restriction or obligation contained in these definitions shall govern:

"***Affiliate***" shall mean any entity that directly or indirectly controls, or is controlled by, or is under common control with, the Company.

"***Agreement***" or ***"EDA"*** shall mean this Agreement.

"***Apollo 11 Facility***" or ***"Facility"*** shall mean biologic drug fill-finish facility located at the Apollo 11 Site, including any other buildings located on the Apollo 11 Site that are owned and operated by the Company or one of its Affiliates and used in connection with the Company's business.

"***Apollo 11 Increased Tax Value***" shall mean the assessed value for *ad valorem* tax purposes of Eligible Property as calculated by the Wake County Tax Assessor as of January 1 of each year for which the Town will pay the Apollo 11 Business Investment Grant to the Company, less the Base Year Valuation. For example, the BIG Payment made in 2029 will be for the assessed value for *ad valorem* tax purposes of Eligible Property on January 1, 2028 less the Base Year Valuation.

"***Apollo 11 Incremental Taxes***" shall mean the amount of taxes generated and actually received by the Town as a result of the Apollo 11 Increased Tax Value.

"Apollo 11 Infrastructure" means any public or private infrastructure necessary to support the Apollo 11 Facility.

"***Apollo 11 Local Incentives***" shall mean those incentives described in Article II below.

"***Apollo 11 Operation Commitment***" shall have the meaning set forth in Article III, Section C.

"***Apollo 11 Site***" or ***"Site"*** shall mean a portion of an approximately ____ acre site of real estate (with a first right of refusal on five additional acres), depicted in **EXHIBIT A** attached to this EDA, generally located at _____ Friendship Road, Apex, North Carolina, being a portion of Auditor's tax parcel number Pin #_____ and a Real Estate Tax ID of _____. [1]

"Base Year" means the year 2025.

"Base Year Valuation" shall mean the final assessed value for *ad valorem* tax purposes of Eligible Property as of January 1 of the Base Year. For purposes of this Agreement, such amount as of January 1, 2025 is $[___].

"***Business Investment Grant***" or ***"BIG"*** shall mean, with respect to Project Apollo 11, the grant as further described in Article II, Section (C) below, a grant by the Town to the Company equal to 50% of Apollo 11 Incremental Taxes.

"***BIG Payment***" shall have the meaning set forth in Article II, Section (C).

"***Camp Helix***" shall mean that certain master-planned mixed-use innovation park designed to support economic development projects, life-science, advanced manufacturing, mixed-use multifamily, and retail uses, together with amenities including dining, lake recreation, sports fields and fitness trails.

"***Capacity Requirements***" shall have the meaning set forth in Article II, Section (B)(1).

"***Construction Schedule***" shall have the meaning set forth in Article II, Section (B)(3).

"***Clawback***" shall have the meaning set forth in Article IV, Section (A)(2).

"***Clawback Funds***" shall have the meaning set forth in Article IV, Section (A)(2)(i).

[1] To be filled in upon final plat approval.

"***Company***" shall mean Genentech, Inc, a Delaware Corporation with a principal place of business of 1 DNA Way, South San Francisco, CA 94080.

"***Company Default***" shall have the meaning set forth in Article IV, Section (A)(2).

"***Company Indemnified Party(ies)***" shall have the meaning set forth in Article V, Section (G)(2).

"***Deadline***" shall mean December 31, 2032.

*"**Eligible Property"*** means (a) the Apollo 11 Site and all improvements the Company or an Affiliate of the Company constructs or installs, or causes to be constructed or installed, at the Apollo 11 Site, and (b) all Personal Property (defined below) the Company or an Affiliate of the Company purchases or leases and installs at, or relocates to, the Apollo 11 Facility.

"***Effective Date***" shall mean, with respect to Project Apollo 11, the date and year first above written, which is equal to or later than the date of the last signatory hereto.

"***Enforcement Costs***" shall have the meaning set forth in Article IV, Section (A)(1).

"***Fiscal Year***" shall mean the Town's Fiscal Year, i.e., (a) the twelve-month period beginning on July 1 of each year and ending on the next June 30, or (b) such other twelve-month period established by the Town from time to time, upon written notice from the Town, as its fiscal year.

"***Force Majeure Event***" means an event or occurrence that is not within the control of a Party or its Affiliate and prevents a Party from performing its obligation under this Agreement, including without limitation, any of the following so long as they are not within the reasonable control of the Party making a claim of a Force Majeure Event, and so long as reasonable mitigation measures cannot be made by the Party: acts of God; strikes, lockouts or other industrial disturbances (whether or not on the part of agents or employees of either Party); act of public enemies; orders of any kind of the government of the United States of America or of the State or any governing authority or any of their respective departments, agencies, political subdivisions or officials, or any action, inaction, order, ruling, moratorium, regulation statute, condition or other decision of any governmental agency having jurisdiction over the Party hereto, over the Project or over a Party's operations or any civil or military authority; insurrections; war, riots; sabotage, embargo; blockage, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; epidemics; pandemics, including Covid-19; landslides; lightning; earthquakes or other casualty; fires; hurricanes; tornadoes; windstorm, storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; terrorist act, explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Party; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Party.

"***GPD***" shall mean gallons per day.

"***IUP***" shall mean an Industrial User Permit.

"***Investment Benchmark***" shall mean fifty percent (50%) of the Target Investment.

"***Target Investment***" shall mean Eligible Property of at least Seven Hundred Million Dollars ($700,000,000).

"***NCDOT***" shall mean the North Carolina Department of Transportation.

"***Non-Monetary Apollo 11 Local Incentives***" shall mean those incentives and inducements discussed in Article II, Section (B).

"Person" means any individual, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.

"Personal Property" means all personal property subject to taxation under the North Carolina Machinery Act (Subchapter II, Chapter 105 of the North Carolina General Statutes) the Company or an Affiliate owns or leases and that is located at the Apollo 11 Facility, including all (a) machinery and equipment, (b) furniture, furnishings, and fixtures, (c) property that is capitalized for federal or state income tax purposes, (d) all additions to any of the foregoing, and (e) all replacements of any of the foregoing.

"***Project Apollo 11" or "Project***" shall mean acquisition of the Site, construction of the Apollo 11 Facility, and any Apollo 11 Infrastructure.

"***Project Taxpayer***" shall have the meaning set forth in Article III, Section (B).

"***PSI***" shall mean pounds per square inch.

"***Self-Help***" shall have the meaning set forth in Article IV, Section (A)(1).

"***Town***" shall mean the Town of Holly Springs, a North Carolina municipality.

"***Town Default***" shall have the meaning set forth in Article IV, Section (A)(1).

"***Town Indemnified Parties***" shall have the meaning set forth in Article V, Section (G)(1).

"***UDO"*** shall mean the Town's Uniform Development Ordinance as it exists at such time as an application for a permit or other development decision is submitted to the Town.

"***Water Loop***" shall have the meaning set forth in Article II, Section (B)(2).

[The remainder of this page is intentionally left blank.]

ARTICLE II
LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO LOCATION OF APOLLO 11 FACILITY, DEVELOPMENT OF THE APOLLO 11 SITE, AND RELATED APOLLO 11 INFRASTRUCTURE

A. Company Representations and Obligations

1) Necessity of Incentives. The Company represents that, but for the Apollo 11 Local Incentives provided by the Town, the Company would not locate the Apollo 11 Facility, complete or cause the completion of the Apollo 11 Infrastructure, or employ any persons on the Apollo 11 Site.

2) Consideration. By execution of this Agreement which obligates the Town to grant to the Company those certain Apollo 11 Local Incentives, the Company agrees to deliver the Town fair consideration for this Agreement, which the Parties hereby agree is the Apollo 11 Incremental Taxes.

3) Project Apollo 11 Commencement. The Parties acknowledge that the Company intends to commence construction of the Apollo 11 Facility starting as early as the third quarter of 2025 pending receipt of site plan and other required public approvals. For purposes of the preceding sentence, "***commence construction of the Apollo 11 Facility***" means the date upon which the Company begins or causes to begin a program of on-site construction or on-site modifications, including site clearance, grading, construction of vertical building elements, and all civil engineering work necessary for the construction of the Apollo 11 Facility such that it is operational by the Deadline**.** The Parties understand that the time frames set forth in this subsection are meant to ensure the Town's compliance with and provision of the Non-Monetary Apollo 11 Local Incentives.

B. Apollo 11 Local Incentives – Apollo 11 Infrastructure

1) Projected Water and Sewer Volume Requirements. The Town shall provide and reserve sufficient capacity for (i) water, as set forth below, and (ii) sewer and discharge, as set forth below, based on 365 day-a-year operations, in an amount to meet the anticipated requirements of the Company, with said requirements understood to be as described below (the "***Capacity Requirements***"):

(a) Water: The Town shall ensure 24-hour a day, 7-day a week availability of potable water in the amounts of 78,000 gallons per day ("***GPD***") with a standard acceptable water pressure based on a later-determined fire flow analysis by the Company, delivered to a mutually agreed termination point at the Site, after completion of the Water Loop, with no interruptions or reductions in capacity, to support the Company's manufacturing operations. In the event additional water pressure is necessary for the Company's operation, the Company may be required to install the necessary equipment on site at its own expense. The Parties may negotiate additional gallons

per hour on a peak basis as are necessary to meet the Facilities' future demands after completion of the Water Loop (defined below).

(b) Sewer: The Town shall ensure 24-hour a day, 7-day a week availability of 78,000 GPD of domestic discharge sanitary sewer flow with normal delivery parameters used in the Town at the time operations commence at the Facilities; and shall further assure that there shall be adequate conveyance infrastructure from the Site to the Town's treatment facility to accommodate such sewer flow with sufficient capacity and size to prevent risks of overflow or backup. The Parties shall negotiate additional gallons per hour on a peak basis as are necessary to meet the Facilities' future demands.

2) The Town represents and warrants that such water and sewer capacity required to be reserved for the Project is available or will be available not later than the second quarter of 2028 and that there are no known contingencies short of Force Majeure that will limit the availability of such capacity for use by the Project in accordance with applicable law, other than the construction of the Water Loop. The Town further represents and warrants that there are no known conditions precedent to the reservation of the above-referenced capacities which have not been met as of the date of execution of this Agreement,

(a) In the event the Company anticipates a need for water, sewer or reuse water capacity above the amounts noted above, the Company shall provide the Town with twelve (12) months' prior notice of such needs. Upon such notice, the Parties will cooperate and work together to resolve the demand and/or issue in a timely manner, including any unfunded financial obligations of the Town. Nothing herein obligates the Town to (i) incur expense not reimbursed for such additional utility capacity described in this paragraph; or (ii) modify or obviate the Town's existing Water Resource Management Policy in favor of the Company.

(b) Sewer Discharge Characteristics. The Town agrees to handle the Company's discharge components as described below without the need for extraordinary pre-treatment (that is, typical of waste discharge from domestic wastewater).

(c) The Company shall at all times comply with Town's NPDES permit requirements which require an IUP to be obtained from the Town at such time as the Town determines. The Town hereby agrees that it will not, in the absence of a federal or state statutory or regulatory mandate, modify the amounts and discharge component concentrations stated in this Agreement related to wastewater that are applicable to the Company during the term of

this Agreement, i.e., domestic and industrial wastewater. It is understood by the Parties that post commencement of operations monitoring or other factors may require certain permit limit adjustments in the IUP and the Company and the Town agree to cooperatively work towards a new limit requirement that is no more restrictive than applicable state or federal regulations. In the event of noncompliance with any limits set forth in the issued permit, the Town will provide the Company a reasonable time to develop and execute potential necessary mitigation plans without imposing violations, penalties or fines unless required to do so by applicable state or federal regulatory authority. The Company will work cooperatively with the Town on such remediation plans.

3) Water Loop. The Town is currently working with others to construct a water loop line system to serve the Project and ensure that the Project ties directly to the Town's water system by creating alternate pathways for water to flow from the source to the Project to minimize dead ends, improve water pressure consistency throughout the system, and provide reliable water supply to the Project (the "***Water Loop***"). The construction of the Water Loop is a condition precedent to the potable water delivery obligations of the Town. The Town expects the Water Loop to be completed by January 1, 2027.

4) Expedited Staff Level Review. The Town agrees, to the greatest extent possible under applicable law, (a) to facilitate and expedite all Town-administered permits, plan approvals, zoning approvals, inspections and other required approvals, certificates and/or licensing necessary or appropriate in connection with (i) the Site, the construction of the Facility, or the Project, and (ii) the Camp Helix adjacent retail amenity (other than any residential development), in a manner prescribed by a customized review schedule [to be agreed upon by the parties OR as attached as **EXHIBIT B]** (the "***Construction Schedule***") but in no event shall said review and response by the Town, thereto, take longer than ninety (90) days, (b) where appropriate and lawful, to waive any Town regulation related to any such permits, zoning approvals, inspections or other required approvals or licensing, (c) that the Company may apply for more than one type of local permit, approval certificate, or plan at a time, and applications for such permits, approvals, certificates, plans shall be reviewed concurrently in an expedited manner by the Town to the extent possible, (d) to exercise reasonable diligence in cooperating with the Company to facilitate the issuance of any State of North Carolina and/or federal permits and approvals which may be required for construction of Project Apollo 11, (e) to provide at all times during the Construction Schedule, at the Town's expense, a project coordinator who is a full-time Town employee responsible to be a single point of contact for Town permitting and approval requirements related to Project Apollo 11, and to make that single point of contact available for regular meeting with the construction team, and any government officials, and (f) to make every effort to maintain the confidentiality of the items contained within the permitting applications as allowable under North Carolina law and in accordance with Article V, Section (U). The UDO Administrator may exempt the Project from the Building Design Standards contained in UDO section 8.2. This provision shall be permanent and run with the land, so long as the construction has been completed during the Term of this Agreement. The Town agrees to cooperate in good faith with the Company to provide

building inspectors, who would, among other things, provide timely and responsive guidance leading up to and during construction activities, including dispatching such inspectors no later than the next business day of the Company's request and providing next-business day turnaround for inspections. Further, the Town shall allow the Town's Development Services department to render any such administrative approval as may be necessary such as any site plan, construction drawing, utility line construction, easement grants, driveway connections each without the need for Town Council or Planning Board approval that so long as all plans related to the Company's initial project construction meets all formal[2] development criteria of the Town, then the Company's buildings, infrastructure, and site plans shall be administratively approved by Town's staff (as opposed to Council-level approval).

5) Required Licenses, Permits and Approvals. The Town represents that attached hereto as **EXHIBIT [C]** is a true and complete list of all of the licenses, permits, and approvals required by the Town for the development of the Site, as the Town understands the Project at the time of this Agreement, and for the Apollo 11 Facility to be lawfully located, constructed and operated at the Site, together with a true and complete list of the fees or costs charged by the Town and required to be paid in respect of such licenses, permits and approvals, including all development, building construction and tap fees. The Town represents and warrants to the Company that there are no other licenses, permits, approval fees and/or costs charged by the Town that the Company will be required to pay in connection with the construction and operation of Project Apollo 11.

6) The Town represents and warrants that it has sufficient utility infrastructure within or adjacent to the western right-of-way of Friendship Road to support the Capacity Requirements and that it will allow the Project to connect to the Town's utility infrastructure in accordance with applicable state, federal, and local law, rules, regulations, and permit requirements. If any of the Town's utility infrastructure shall be insufficient to support the Capacity Requirements, the Town shall promptly remedy such deficiency in order to satisfy the Capacity Requirements such that the Capacity Requirements can be delivered on time and in accordance with all terms and conditions of this Agreement to satisfy the needs of the Project. In the event that any public easements are needed on property controlled by the Company or its Affiliates, agents or vendors, the Company shall dedicate such easements to the Town as reasonably necessary to serve the Company without compensation by the Town.

C. Apollo 11 Local Incentives – BIG Payments

The Town shall provide to the Company a Business Investment Grant not to exceed Thirteen Million Seven Hundred Forty Thousand Dollars ($13,740,000), payable in annual installments as described below, as partial reimbursement for the Company's investment in the Eligible Property. The Business Investment Grant shall be payable in eight (8) consecutive annual installments (each a "***BIG Payment***" and collectively, the "***BIG Payments***") beginning, upon the Company's election, as early as the year immediately following the year that that the Apollo 11 Increased Tax Value equals to or exceeds the

Investment Benchmark, as measured by Eligible Property listed with the tax assessor by the end of the listing period for such prior year and commencing no later than March 1, 2028. The BIG Payments each year will be calculated as 50% of Apollo 11 Incremental Taxes actually paid, which for the purpose of clarity would have been based upon the previous tax year's levy. Following written request for payment and notification of payment of the prior year's taxes on or before March 1, the Town will pay the Apollo 11 Business Investment Grant first year's installment on or before April 15 and all subsequent BIG Payments on the same schedule unless the Company notifies the Town that it is not eligible for a BIG Payment. By way of example:

> *Example. The Base Year Valuation is $4 million and taxes paid or payable to the Town on the Base Year Valuation are $13,740. If in 2028 the Apollo 11 Increased Tax Value is $400 million (on an assessed value for ad valorem tax purposes of Eligible Property of $404 million), the Company would be entitled to an Apollo 11 Business Investment Grant of $687,000 calculated as follows:*
>
> - *Base Year Valuation: $4 Million*
> - *Ad valorem tax rate[3]: $0.3435 per $100 of assessed value*
> - *2028 Ad Valorem Tax Valuation: $404 Million*
> - *Apollo 11 Increased Tax Value: $400 Million*
> - *Apollo 11 Incremental Taxes: ($400 Million/100) times $0.3435 equals $1,374,000*
> - *50% of Apollo 11 Incremental Taxes: $687,000*
> - *Business Investment Grant paid April 15, 2029: $687,000*

For the avoidance of any doubt, the Company shall be deemed to have fully satisfied the condition to establish the entitlement to receive any payment of the Apollo 11 Business Investment Grant upon the listing of the Eligible Property with the Wake County Tax Assessor that causes the Apollo 11 Increased Tax Value.

D. Other Apollo 11 Local Incentives:

1) The Town will cooperate with and provide reasonable assistance to the Company in applying for and procuring incentives, benefits, and grants legally available to it for economic development, job creation or otherwise, including, but not limited to, funding, incentives, benefits, and grants awarded by the North Carolina Department of Commerce and NCDOT.

[3] This example uses the current *ad valorem* tax rate. The *ad valorem* tax rate is subject to change in accordance with applicable law.

2) Until the expiration of five (5) years after the date hereof, the Town hereby agrees to lobby or otherwise contact the General Assembly and request funding for a certain public infrastructure improvement relevant to the Site, i.e., a new interchange ramp on U.S. Highway 1. The Town agrees to use its advocacy efforts to attempt to identify funding for such public infrastructure in the area of the Site through a legislative appropriation from the General Assembly and NCDOT. Nothing herein obligates the Town to allocate, expend, or otherwise become liable for any improvements on NCDOT roads or private property of the Company.

3) Industrial Utility Rate: The Company hereby is deemed qualified, and shall continue to qualify for the entire duration of its continued operation, for the Town's industrial utility rate as determined by the Town's annual budget for its operations physically located on the Site for Project Apollo 11's sewer, water and reuse water utilities

ARTICLE III
PROJECT APOLLO 11 COMPANY and TOWN REQUIREMENTS

A. Incentive Payments

BIG Payments are payable by the Town prior to the Company's full performance of its material obligations hereunder, subject to the remedies and Clawback provisions set forth in Article IV.

B. Payment of Property Taxes / Disputes

If the Company, an Affiliate, or a lessor of property placed in service at the Site at the Company's request ("***Project Taxpayer***") is in default on its obligation to pay *ad valorem* taxes to the Town or Wake County, with respect to the Eligible Property, the Town will not be required to make a BIG Payment to the Company until the Project Taxpayer pays the amount of such *ad valorem* taxes it owes the Town, unless the Project Taxpayer is in a *bona fide* dispute with a governmental taxing authority as to the value of some or all of the Eligible Property. In the event there is a *bona fide* dispute with a governmental taxing authority the Town must continue to make BIG Payments to the Company based on the amount of tax paid by the Company. Upon resolution of the dispute, tax payments and BIG Payments shall be reconciled consistent with the resolution of the dispute. However, any dispute involving *ad valorem* taxes unrelated to any Eligible Property or other property utilized by the Company owed by another Person unrelated to the Company (except through a leasing contract) shall not trigger the Town's authority to suspend BIG Payments hereunder.

C. Apollo 11 Operation Commitment

Except in the case of (1) a Force Majeure Event, or (2) an unresolved Town Default, the Company shall maintain operations at the Apollo 11 Facility during such time as the Town is obligated to provide the respective Business Investment Grant to the Company (the "***Apollo 11 Operation Commitment***"). Notwithstanding anything to the contrary in this Agreement, a temporary shutdown of operations for less than six (6) months during the period of the Apollo 11 Operation Commitment for any reason shall not be

considered a breach of the Apollo 11 Operation Commitment. In the event the Town elects to pursue a remedy, the Town's sole and exclusive remedy for the Company's violation of the Apollo 11 Operation Commitment shall be a loss of percentage of BIG Payments in any given year that the Company has not met the Apollo 11 Operation Commitment, calculated as follows: a quotient expressed as a percentage equal to: (i)(A) the amount of the applicable BIG Payment for such year divided by twelve (12); (B) *multiplied* by the number of months the Company did not satisfy the Apollo 11 Operation Commitment; (ii) *divided* by the total applicable BIG Payment for such year.

ARTICLE IV
REMEDIES & CLAWBACK PROVISION

A. Available Remedies

1) For purposes of this Agreement, a "***Town Default***" shall mean the Town's failure to timely perform or otherwise adhere to its obligations under this Agreement, subject to a thirty (30) day written notice and cure period to be afforded to the Town. Upon the occurrence of a Town Default, the Company: (i) without thereby waiving such Town Default, shall have the right to take all reasonable and necessary acts to perform any such obligation on behalf of the Town, at the Town's expense ("***Self-Help***"), and (ii) shall have all rights and remedies available in law or equity including, without limitation, the right to specifically enforce the terms of this Agreement at the Town's expense. All reasonable costs and expenses (including attorneys' fees) incurred by the Company in exercising Self-Help or otherwise enforcing the terms of this Agreement (collectively, "***Enforcement Costs***") shall be payable by the Town to the Company, on demand, and shall accrue interest from the time of such demand until payment at the applicable statutory rate. Furthermore, to the extent permitted by law, the Company shall have the right (but not the obligation) to offset any Enforcement Costs against any amounts otherwise due to the Town under this Agreement or otherwise. No right or remedy herein conferred upon or reserved to the Company is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver by the Company of any provision of this Agreement shall be deemed to have been made unless expressly so made in writing by the Company expressly waiving such provision.

2) For purposes of this Agreement, a "***Company Default***" shall mean the Company's failure to timely perform or otherwise adhere to its obligations under this Agreement or other legally permissible development or permit criteria of the Town, subject to a thirty (30) day written notice and cure period to be afforded to the Company. No waiver by the Town of any provision of this Agreement shall be deemed to have been made unless expressly so made in writing by the Town Manager expressly waiving such provision. Upon the occurrence of a Company Default, the Town shall have the right to and may: (i) without thereby waiving such Company Default, withhold any BIG Payment or other payments to the Company until the Company cures its breach; (ii) collect any arrears and, if necessary, terminate the utility provision in the event of non-payment of utilities; (iii) enforce any

regulatory action of the Town if necessary and which would otherwise be allowed under applicable law absent any agreement with the Company; and (iv) otherwise take any action reasonably necessary to enforce any law or ordinance the Town is required to enforce in the event of any action or omission by the Company in the ordinary course of enforcing laws and ordinances of the Town, state, or federal government in the same manner it would absent any agreement with the Company. Certain Company Default(s) shall entitle the Town to a "***Clawback***" of funds from the Company upon written notice thereof to the Company. Those Company Defaults requiring Clawback are expressly as follows:

(i) The Company's failure to complete or maintain the Investment Benchmark for a period of eight (8) years commencing with the first year the Company began receiving BIG Payments, shall result in a pro rata repayment by the Company of a percentage of all BIG Payments received determined as set out in subsection (ii) below (the "***Clawback Funds***"). No Clawback Funds shall be due solely because the *ad valorem* tax value of Eligible Property falls below the Investment Benchmark on account of a change in *ad valorem* tax value caused by a general reappraisal of real property in the Town.

(ii) The amount of Clawback Funds shall be determined by multiplying the total BIG Payments received by the Company by the percentage by which the *ad valorem* tax value of Eligible Property is below the Investment Benchmark at the expiration of such eight (8) year period. By way of example:

Example:

- *The Investment Benchmark equals $350,000,000.*
- *Ad valorem tax value of Eligible Property equals $250,000,000.*
- *The ad valorem tax value of Eligible Property is 28.57% below the Investment Benchmark (250,000,000 divided by 350,000,000 equals 71.43%).*
- *Total Big Payments made equals $2,000,000.*
- *Clawback Funds equals $571,428.57 or 28.57% of the total BIG Payments.* No BIG Payments will be made at any time the Company fails to achieve or maintain the Investment Benchmark. If in subsequent years the Company obtains or maintains the Investment Benchmark, Big Payments will resume and continue.

B. Concerning Remedies

Unless otherwise set forth in this Agreement, the remedies provided herein are nonexclusive. The exercise of a particular remedy does not preclude the exercise of any or all other available remedies herein except as provided herein. No delay in the exercise of a

remedy shall constitute a waiver of that remedy. Nothing in this Agreement is intended to relieve a party from its common law duty to mitigate damages.

ARTICLE V
OTHER PROVISIONS

A. Force Majeure

In the event of a Force Majeure Event, a Party will not be deemed to be in breach of this Agreement and the deadlines set forth in this Agreement shall be extended for the period of time during which the Force Majeure Event existed. A Force Majeure Event will pause a Party's performance obligation for the duration of the event but does not excuse it. Each Party will use commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event and will promptly notify the other Party by the most expedient method possible (to be confirmed in writing) and describing at a reasonable level of detail the circumstances causing the delay or failure to perform. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event. or (ii) the failure of the applicable Party to satisfy the conditions and/or perform its covenants under this Section. For the avoidance of doubt, mere non-performance of a single third-party does not constitute a Force Majeure Event.

B. Notice

All notices, demands and requests which may be given or which are required to be given by either Party to the other under this Agreement shall be in writing and shall be deemed effective: (i) immediately, upon receipt or first refusal to accept delivery, if via hand-delivery to the intended recipient; (ii) upon receipt or first refusal to accept delivery, if sent by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (iii) upon receipt or first refusal to accept delivery, if sent by a nationally recognized overnight delivery service, addressed to such Party at the address specified below. A copy of all notices shall also be sent via electronic mail at the addresses noted below. Any notice sent as required by this Section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular Person whose address is to be changed):

If to the Town: Town of Holly Springs
Post Office Box 8
Holly Springs, North Carolina 27540-0008
Attention: Randy J. Harrington, Town Manager
Phone: (919) 557-3924
Email: randy.harrington@hollyspringsnc.gov

with a copy (which shall not constitute notice) to:

Town of Holly Springs
Post Office Box 8
Holly Springs, North Carolina 27540-0008
Attention: John P. Schifano, Town Attorney
Phone: (919) 557-2917
Email: john.schifano@hollyspringsnc.gov

If to the Company: Genentech, Inc.
1 DNA Way, MS 49
South San Francisco, California 94080
Attention: Thomas B. Ruby, Assistant General Counsel
Email: ruby.thomas@gene.com

with a copy to (which shall not constitute notice):
Smith Anderson
150 Fayetteville Street, Suite 2300
Raleigh, North Carolina 27602
Attention: James C. Wrenn, Jr.
Email: jwrenn@smithlaw.com

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

C. Adverse Change

The Parties acknowledge that the Project is mutually beneficial to both Parties to a degree that supports the substantial investment in the Project by each Party as outlined herein. The Project and the Apollo 11 Local Incentives are based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the Parties as contemplated herein are materially adversely affected as a result of executive or legislative action, or administrative or judicial decision or interpretation of laws, policies or regulations of the State of North Carolina, the Parties agree to negotiate in good faith in an effort, if practicable, to amend, to the fullest extent permitted by law, the Project and the Apollo 11 Local Incentives so that each Party receives benefits substantially similar to the benefits that were contemplated herein prior to any such action, decision or interpretation, provided that in no case shall the Company be obligated to increase the scope of the Project.

D. Change in Law

In the event any Town ordinance, policy or regulation applicable to the Company adversely affects or impacts the effective operation of the Project, the Town shall promptly

take all necessary action to amend such ordinance, policy or regulation to facilitate effective operation of the Project, so long as such amendment is not materially adverse to the interests of the Town or its citizens.

E. Entire Agreement; Amendment; Construction

This Agreement, together with the Schedules and Exhibits attached hereto and all other agreements referred to herein or relating to the subject matter hereof, contains the entire agreement between the Parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise) between the Parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all parties hereto. The section titles and headings herein are for convenience of reference only and do not define, modify or limit any of the terms and provisions hereof. Article, Section and Exhibit references herein are to Articles, Sections and Exhibits of this Agreement unless otherwise noted. The use of words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive.

F. Representations and Warranties of the Parties

Each of the Parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such Party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such Party is acting on its own behalf and on behalf of its successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such Party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either Party, and (5) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part. The Town represents and warrants to the Company that: (a) this Agreement and the incentives contemplated hereunder have been pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply thereto, and (b) the Town shall use its best efforts to ensure that all necessary sums for the completion of such Apollo 11 Infrastructure shall be fully appropriated and allocated, and made available to the Company at the earliest opportunity. The Town Manager shall include in the Town Manager's recommended budget annually appropriations necessary to support the Town's obligations hereunder.

G. Release and Indemnification

1) The Company agrees to indemnify and hold harmless the Town, and its respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "***Town Indemnified Parties***"), from any claims of third parties to the extent arising out of or any wrongful or negligent act or omission of the Company in connection with the performance of this Agreement except to the extent of one or more of

the Town Indemnified Parties' negligence, willful misconduct, or unlawful acts or omissions. Without limiting the generality of the foregoing, the Company hereby releases the Town Indemnified Parties from, and agrees that such Town Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Town Indemnified Parties against, any and all liability or loss, cost or expense, including reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Apollo 11 Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (other than financing incurred by or provided in connection with another government body (e.g., Wake County, North Carolina or the State of North Carolina)) to the extent arising out of the negligent acts or omissions of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees and not attributable to the negligence, willful misconduct or unlawful acts or omissions of a Town Indemnified Party. The Company acknowledges and agrees that each Town Indemnified Party is an express, third-party beneficiary of the Company's obligations under this paragraph. The obligation of the Company to indemnify the Town Indemnified Parties pursuant to this subsection shall terminate upon the termination of this Agreement. Notwithstanding any other provision in this Agreement, the Company will not be required to indemnify the Town Indemnified Parties for any settlements reached with respect to a third-party claim unless the Company has provided its prior written consent for such settlement, not to be unreasonably withheld. In case any claim or demand is at any time made, or action or proceeding is brought against any of the Town Indemnified Parties, the Town will give prompt written notice of the action or proceeding to the Company.

2) To the extent permitted by law, the Town agrees to indemnify and hold harmless the Company, and its respective shareholders, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "***Company Indemnified Parties***"), from any claims of third parties to the extent arising out of or any wrongful or negligent act or omission of, or breach of this Agreement by, the Town in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the Town hereby releases the Company Indemnified Parties from, and agrees that such Company Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Town Indemnified Parties against, any and all liability or loss, cost or expense, including reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person to the extent arising out of the negligent acts or omissions of, or breach of this Agreement by, the Town or any of its agents, contractors, employees or elected or appointed officials. The Town acknowledges and agrees that each Company Indemnified Party is an express, third-party beneficiary of the Town's obligations under this paragraph. The obligation of the Town to indemnify the Company Indemnified Parties pursuant to this subsection shall terminate upon the termination of this Agreement. Nothing in the foregoing shall constitute the purchase of insurance for purposes of effectuating a waiver of sovereign or governmental immunity. There are no thirdparty beneficiaries not specifically named to the Town's obligation in this paragraph or in this Agreement generally.

H. Benefits of Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns, and future Town Councils and staff.

I. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. Any action or proceeding relating to this Agreement or its enforcement will be adjudicated in the Superior Court for the Tenth Judicial District of North Carolina or the United States District Court for the Eastern District of North Carolina. The Parties consent and submit to the jurisdiction and venue of those courts.

J. Severability; Incentives

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (1) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (2) the remaining terms hereof shall, in such event, constitute the Parties' entire agreement. In the event any such provision is held to be invalid, illegal or unenforceable, the Parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable. In the event that the validity, legality or enforceability of any Local Incentive or other assistance described or referred to herein as being offered or made available to the Company is challenged in any manner, the Town shall (a) promptly notify the Company in writing, (b) support the Company's efforts to participate in the defense of any challenge to the extent allowed by the court at the Company's own expense and with counsel of the Company's choosing, (c) vigorously defend such Local Incentive and other assistance from such challenge, (d) seek legislative remedies to retain or restore such Local Incentive and other assistance, and (e) pursue the offering of other Local Incentives and other assistance or benefits to the Company (including to the extent other discretionary funds or benefit programs are or may become available to the Town) in order that the Company may realize the economic and non-economic benefits of the Local Incentives and other assistance offered herein or made available hereby.

K. Assignment

Except as otherwise provided for in this Section, no Party shall have the right to assign this Agreement or any portion hereof, or any of its respective rights or obligations hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; provided, however, such consent is not required for assignments by the Company to one or more Affiliates designated by the Company. The Company shall provide the Town written notice of an assignment to an Affiliate within ten (10) business days after such assignment.

L. Certificate of Authority

The Company or any assignee shall ensure a Certificate of Authority is filed with the North Carolina Office of the Secretary of State to transact business in the State of North Carolina as required by North Carolina law promptly after the execution of this Agreement.

M. Audit Right

The Town reserves the right to require that the Company provide to it a certified audit (at the Town's expense), or to perform upon thirty (30) business days' notice to the Company and during normal business hours an audit using the Town's staff, in order to confirm the Company's material compliance with this Agreement. Any such audit will occur no more than once per calendar year during any year with respect to which the Company receives a BIG Payment, will be limited in scope to the least amount of information necessary to confirm such compliance and shall be conducted in a manner to minimize disruptions to the Company's business operations, including being conducted remotely if feasible. To the fullest extent allowed by law, all of the Company's records provided to the Town shall (1) not be considered or deemed a public record, (2) be kept confidential (and the Town agrees to cause its employees, agents, auditors and other representatives, including any internal or external auditors, to keep such evidence confidential), (3) be "trade secrets" under N.C.G.S. §132-1.2 and will be marked as trade secrets, (4) to the fullest extent allowed by law be held as confidential information under N.C.G.S. §132-1.2 and other law. All such records shall remain the property of the Company to be returned after the Town's review and may be used by the Town only for audit purposes.

N. Annual Report

If at any time the Company's annual report is not publicly available online for review, the Company shall provide a copy thereof to the Town as soon as it becomes available to the Company, but in not later than six (6) months following the Company's Fiscal Year end.

O. Agreement to Cooperate

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the applicable

Parties hereby agree to cooperate in defending such action; provided, however, each of the Parties shall retain the right to pursue its own independent legal defense.

P. Good Faith and Fair Dealing

Each party assumes a duty of good faith and fair dealing in the performance of its obligations and the enforcement of its rights under this Agreement. Unless specifically otherwise provided: (1) whenever a consent or approval is required from a party under this Agreement, the consent or approval shall not be unreasonably withheld, conditioned or delayed; and (2) whenever a party is required to make a determination under this Agreement, the determination shall be made reasonably, in good faith and without unreasonable delay.

Q. Specific Performance

The Parties agree that any Company obligations regarding job creation or investment are not subject to a requirement of specific performance as the only penalties for default in performance of any obligations provided for in this Agreement are contained herein.

R. Termination

1) This Agreement may be terminated by mutual written agreement by the Company and the Town.

2) The Company may terminate this Agreement at any time; provided, however, if the Company terminates this Agreement following receipt of any BIG Payments, then it may be subject to Clawback set forth in Article IV, Section (A)(2).

3) If not sooner terminated as set forth above, this Agreement terminates on December 31 of the year in which the Town makes its final BIG Payment to the Company required by this Agreement.

S. Future Grants

If at any time the Company anticipates an expansion of its operations in the Town beyond the scope currently planned for the Project, the Town will review such any expansion plans with the intent to provide additional economic development incentives to the Company but shall not have an obligation to provide any particular incentives to the Company in respect of such expansion.

T. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts

together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

U. Confidentiality

The Parties expressly acknowledge that the Town is an entity covered by N.C.G.S. Chapter 132, the Public Records Act, including, but not limited to, N.C.G.S. § 132-1 "Public records' defined," N.C.G.S. § 132-1.1 regarding "Confidential communications by legal counsel to public board or agency . . . ," N.C.G.S. § 132-6 "Inspection, examination and copies of public records," and N.C.G.S. § 132-1.2 "Confidential information" which incorporates certain definitions from N.C.G.S. § 66-152. Provided the Company complies with N.C.G.S. 132-1.2(1) regarding the designation of confidential or trade secret information and informs the Town Attorney in writing designating which documents are subject to the trade secret exemption, the Town will keep confidential and will not disclose or publish any of the Company's confidential information as defined in N.C.G.S. 132-1.2, will keep all records evidencing such trade secrets marked as "confidential trade secrets," and will keep all such records segregated in the Town's files. If the Town receives a request, subpoena or court order to disclose any information or records the Company or its representatives have provided or provide in the future relating to this Agreement, or the Project described in this Agreement, the Town will give the Company prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with the Company (and, to the extent possible, give the Company the opportunity to contest any disclosure of information or records the Company believes should not be disclosed) before making any such disclosure. The Company agrees that the Town shall not be liable for any damages associated with the disclosure or any information that is a public record or when the Town's disclosure is pursuant to the order of a court of competent jurisdiction.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Economic Development Agreement to be executed as of the date and year first above written.

ATTEST:

_____
Name.
Title:

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By:_____
Name:
Title:

GENENTECH, INC., a Delaware corporation

By:_____
Name:
Title:

Certified as to Legal Sufficiency:

ATTEST:

_____
Name: John P. Schifano
Title: Town Attorney, Town of Holly Springs

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Tina Stroupe
Finance Director, Town of Holly Springs

EXHIBIT A

APOLLO 11 SITE

[NTD: To be attached]

EXHIBIT B

EXPEDITED STAFF REVIEW – CONSTRUCTION SCHEDULE

Town of Holly Springs

CUSTOMIZED DEVELOPMENT REVIEW SCHEDULE

Project Apollo 11 (Genentech) - July 24, 2025

Expected Date	Development Plan / Civil Construction Drawings			
Monday, June 16, 2025	Scheduled As Needed		Initial Introduction/ Kick-Off Meeting (Town Staff & Project Design Professional Team)	
Thursday, August 7, 2025			Sketch Plan Meeting / Natural Resource Inventory Submittal Deadline (Town Staff & Project Design Professional Team)	
Friday, August 15, 2025	Day 0	Friday	Joint Development Plan/Civil Construction Drawing Submittal Deadline [1] (Submittal due by Noon)	Project Start Date Submit Date
Wednesday, September 3, 2025	Day 19	Wednesday *	Town to complete 1st review Comments Sent to Project Design Professional Team	
Thursday, September 4, 2025	Day 20	Thursday *	Developer's Conference - Staff/Applicant Comment Review mtg	
Friday, September 19, 2025	Day 35	Friday	2nd Review Plans Due [2] (Submittal by Noon)	
Tuesday, September 23, 2025	Day 39	Tuesday	Development Review Committee - Official Action for DP *Development Plan reviewed by DRC so long as EDA is approved by TC	Development Plan Approval days: 39
Tuesday, October 7, 2025	Day 53	Tuesday	2nd Review Comments Sent to Project Design Professional Team	
Wednesday, October 8, 2025	Day 54	Wednesday	Developer's Conference - Staff/Applicant Comment Review mtg	
Friday, October 24, 2025	Day 70	Friday	3rd Review Plans Due [2] (Submittal by Noon)	
Tuesday, November 4, 2025	Day 81	Tuesday	3rd Review Comments Sent to Project Design Professional Team	
Wednesday, November 5, 2025	Day 82	Wednesday	Developer's Conference - Staff/Applicant Comment Review mtg	
Friday, November 14, 2025	Day 91	Friday	Final Plans Due	
Wednesday, December 3, 2025	Day 110	Wednesday	*Pre-construction Meeting Held, Fees Paid [4] (Town Staff & Project Design Professional Team and Contractors)	Civil CD Approval days: 111
Thursday, December 4, 2025	Day 111	Thursday	Begin Construction	
	Building Permit(s) (concurrent with Civil CD Review)			
	As Needed			
Friday, September 19, 2025	Day 35		Building Permit(s) Submittal (Preferably after 2nd Review Civil CD's are submitted)	Submit Date
Thursday, December 4, 2025	Day 111		Expected Building Permit issuance unless additional reviews required. Any additional review comments are due plus 2 weeks from submittal date until approval is obtained. NOTE: Building permit cannot be issued prior to the Environmental Development Permit or NCDEQ Grading Permit approval issued concurrent with Civil CD.	Building Permit Approval days: 111 from Day 0

Notes

This schedule assumes 1 full package for Civil Construction Drawings with any offsite infrastructure included.

[1] Timbering and Grading Plans are subject to NCDEQ reivew and approval.

[2] Resubmittal can be submitted sooner by design team with coordination with staff.

[3] Additional reviews can be added here or move to Final Plan Submittal if all comments are addressed

[4] Utility Permits (potable water, wastewater, reclaimed water), grading plan approval and driveway permits must be submitted and approved by the appropriate external agency prior to holding a Pre-Construction Meeting

EXHIBIT C

REQUIRED LICENSES, PERMITS AND APPROVALS (INCLUDING COSTS THEREOF)

[NTD: To be attached][4]

[4] Permit matrix that includes costs to be attached.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Public Hearings
Title: 5900 Duncan Cook Road Hazel Ridge (formerly Tassel Ridge) Voluntary Annexation A25-05 - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Sarah Sularz, Development Services

Action(s):

- Conduct Legislative Public Hearing.
- Adopt / deny / defer Annexation Ordinance A25-05.

Explanation:

- The Town has received a petition for voluntary annexation of 124.69 +/- acres.
- The property is located at 5900 Duncan Cook Road and is owned by Duncan Cook Holdings LLC.
- The parcel is in the Town's Extraterritorial Jurisdiction (ETJ), but is not contiguous with the Town Limits.
- The parcel is being annexed for utility connections prior to development in conjunction with the Major Subdivision Plan for Hazel Ridge Subdivision (formerly Tassel Ridge). The Major Subdivision Plan was approved by the Town Council on July 15, 2025.

Staff Recommendation: Approve Annexation.

Background:

- The property is in the town's ETJ.
- The property meets all statutory requirements for annexation.
- Staff requested feedback from all departments. The Police Department noted the distance from the central area of town may cause longer response times, however it will not appreciably impact service levels. No other department expressed concerns.
- The determination of sufficiency was made on July 15, 2025.

Funding Source(s):
N/A

Attachment(s):
1. A25-05 map
2. 25-29 Resolution of Sufficiency for A25-05 - signed
3. A25-05 - 5900 Duncan Cook Rd - Ordinance - Draft

Annexation Information

Annexation Number

A25-05

Total Acres

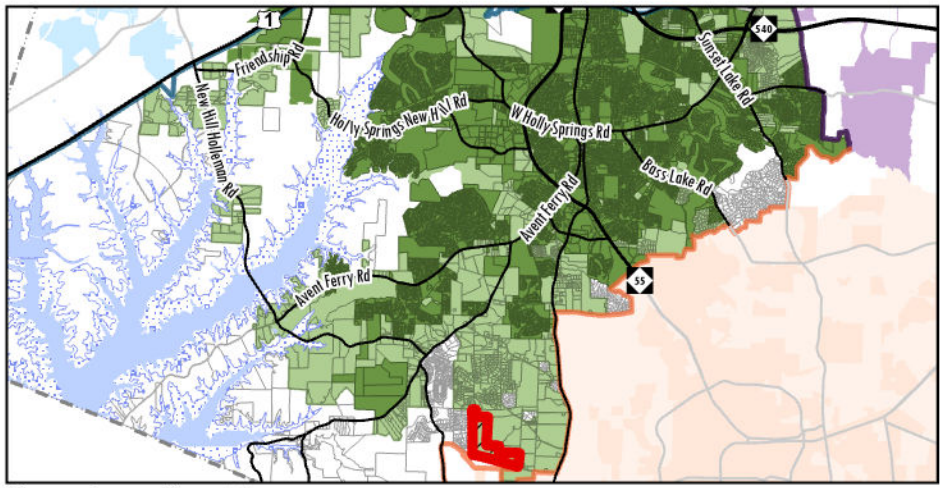
124.688 | Deed Acres

Property Address

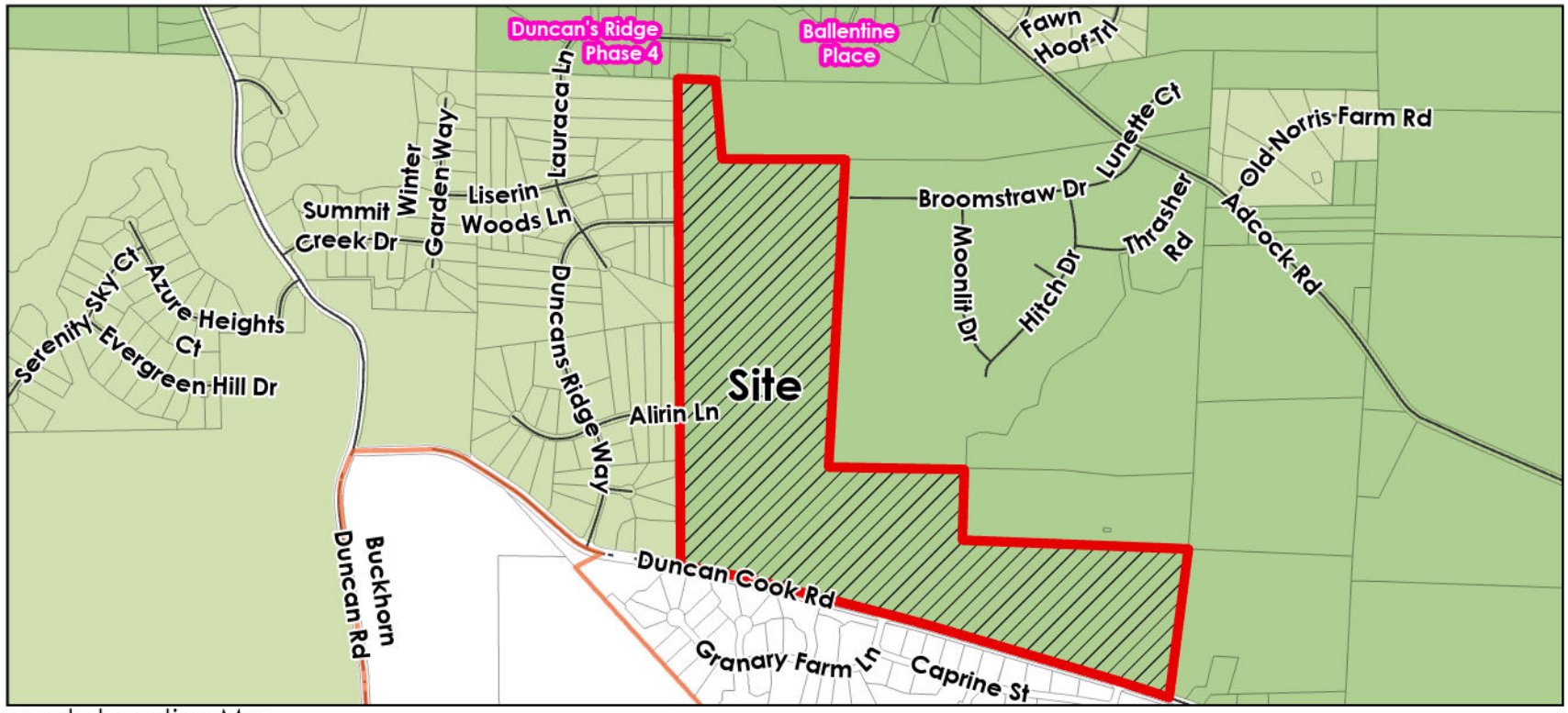
5900 Duncan Cook Rd

Contiguous to Town Limits

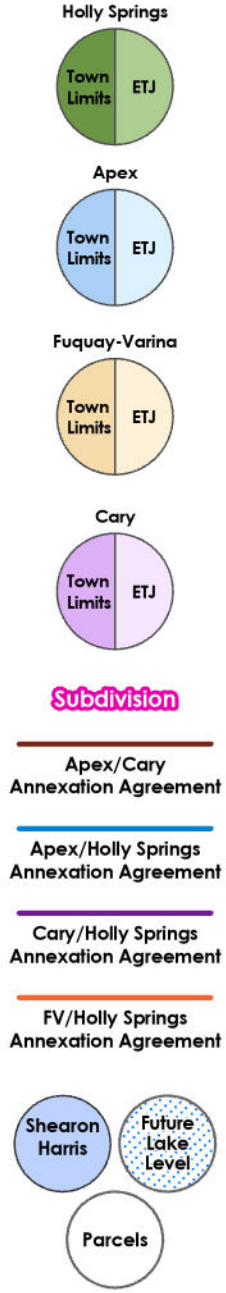
☐ Yes ■ No



Town Location Map



Property Location Map



Resolution No. 25-29
Date Adopted: July 15, 2025
Annexation No.: A25-05

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

BEGINNING AT AN EXISTING IRON PIPE ON THE NORTHERN RIGHT-OF-WAY OF DUNCAN COOK ROAD (N.C.S.R. 1123), SAID PIPE BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY DANNY W. COOK & VIRGINIA B. COOK AS SHOWN IN BOOK OF MAPS 2017, PAGE 1532, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 668519.24 FEET AND E: 2044573.74 FEET; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY S 07°22'54" W A DISTANCE OF 30.64 FEET TO A POINT ON THE CENTER LINE OF DUNCAN COOK ROAD (N.C.S.R. 1123); THENCE ALONG AND WITH SAID CENTER LINE AND A CURVE TO THE LEFT AN ARC LENGTH OF 120.64 FEET, SAID CURVE HAVING A RADIUS OF 5,737.28 FEET, A CHORD BEARING OF N 71°31'28" W AND A CHORD DISTANCE OF 120.64 FEET TO A POINT; THENCE N 72°07'42" W A DISTANCE OF 193.61 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 146.91 FEET, SAID CURVE HAVING A RADIUS OF 5,729.58 FEET, A CHORD BEARING OF N 72°51'47" W AND A CHORD DISTANCE OF 146.91 FEET TO A POINT; THENCE N 73°35'51" W A DISTANCE OF 716.85 FEET TO A POINT; THENCE N 73°35'51" W A DISTANCE OF 520.06 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 200.00 FEET, SAID CURVE HAVING A RADIUS OF 5,729.58 FEET, A CHORD BEARING OF N 74°35'51" W AND A CHORD DISTANCE OF 199.99 FEET TO A POINT; THENCE N 75°35'51" W A DISTANCE OF 1005.47 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 572.23 FEET, SAID CURVE HAVING A RADIUS OF 5,729.58 FEET, A CHORD BEARING OF N 78°27'32" W AND A CHORD DISTANCE OF 571.99 FEET TO A POINT; THENCE LEAVING SAID CENTER LINE N 00°21'07" W A DISTANCE OF 30.36 FEET TO AN EXISTING IRON PIPE ON SAID NORTHERN RIGHT-OF-WAY, SAID PIPE; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY N 00°21'07" W A

DISTANCE OF 663.54 FEET TO A POINT ON THE EASTERN PROPERTY LINE OF LOT 74 OF DUNCANS RIDGE SUBDIVISION, PHASE ONE AS SHOWN IN BOOK OF MAPS 2005, PAGE 32, WAKE COUNTY REGISTRY; THENCE N 00°21'07" W A DISTANCE OF 2,649.49 FEET TO A POINT, SAID POINT BEING THE NORTHEASTERN PROPERTY CORNER OF LOT 38 OF DUNCANS RIDGE SUBDIVISION, PHASE 3 AS SHOWN IN BOOK OF MAPS 2007, PAGE 1112, WAKE COUNTY REGISTRY AND ALSO BEING ON THE SOUTHERN PROPERTY LINE OF LOT 8 OF DUNCANS RIDGE SUBDIVISION, PHASE FOUR AS SHOWN IN BOOK OF MAPS 2011, PAGE 435, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID SHARED SOUTHERN PROPERTY LINE S 87°53'12" E A DISTANCE OF 261.00 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY RUPERT L. VAUGHAN, JR. & ELIZABETH A. VAUGHAN AS SHOWN IN BOOK OF MAPS 2018, PAGE 2526, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID SHARED WESTERN PROPERTY LINE S 04°39'50" E A DISTANCE OF 543.97 FEET TO AN EXISTING IRON PIPE; THENCE S 89°47'42" E A DISTANCE OF 845.94 FEET TO AN EXISTING IRON PIPE HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 672185.23 FEET AND E: 2042347.51 FEET, SAID PIPE BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY WADE P. TEMPLE & JOYCE A. TEMPLE AS RECORDED IN DEED BOOK 3078, PAGE 939, WAKE COUNTY REGISTRY; THENCE S 03°07'30" W A DISTANCE OF 2,116.00 FEET TO A POINT; THENCE S 88°58'31" E A DISTANCE OF 932.37 FEET TO AN EXISTING BENT AXLE, SAID AXLE BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY TEMPLAR INVESTMENTS LLC AS SHOWN IN BOOK OF MAPS 2007, PAGE 2181, WAKE COUNTY REGISTRY; THENCE S 01°39'14" W A DISTANCE OF 485.23 FEET TO AN EXISTING IRON PIPE; THENCE S 87°45'10" E A DISTANCE OF 1,552.70 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY T M ADCOCK FAMILY LLC AS RECORDED IN DEED BOOK 6377, PAGE 844, WAKE COUNTY REGISTRY; THENCE S 07°22'15" W A DISTANCE OF 998.81 FEET TO THE POINT OF BEGINNING, CONTAINING 124.6888 ACRES.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, August 19, 2025.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 15th day of July, 2025.

ATTEST:

Sean Mayefskie, Mayor

Linda C. McKinney, Town Clerk

Annexation Ordinance No.: **A25-05**

Please mail after recordation to:
Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

An Ordinance to Extend the Corporate Limits of the Town of Holly Springs, North Carolina

WHEREAS, the Town Council of the Town of Holly Springs has been petitioned pursuant to the provisions of N.C.G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Town Council of the Town of Holly Springs has directed the Town Clerk to investigate the sufficiency of the petition for annexation; and

WHEREAS, following the certification of the sufficiency of the petition by the Town Clerk, the Town Council fixed a date for a public hearing on the question of annexation and caused a notice thereof to be published in a paper of general circulation in the Town of Holly Springs once ten days prior to the date of the hearing; and

WHEREAS, the Town Council found as a fact following public hearing on the matter that the petition for annexation is sufficient and meets all of the requirements set forth in N.C.G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HOLLY SPRINGS, NORTH CAROLINA:

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Holly Springs effective as of the 19th day of August, 2025.

Being that area of land marked Annexation Area as shown on the map recorded in Book of Maps 2025, Page ____ in the Wake County Register of Deeds office and described as follows:

BEGINNING AT AN EXISTING IRON PIPE ON THE NORTHERN RIGHT-OF-WAY OF DUNCAN COOK ROAD (N.C.S.R. 1123), SAID PIPE BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY DANNY W. COOK & VIRGINIA B. COOK AS SHOWN IN BOOK OF MAPS 2017, PAGE 1532, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 668519.24 FEET AND E: 2044573.74 FEET; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY S 07°22'54" W A DISTANCE OF 30.64 FEET TO A POINT ON THE CENTER LINE OF DUNCAN COOK ROAD (N.C.S.R. 1123); THENCE ALONG AND WITH SAID CENTER LINE AND A CURVE TO THE LEFT AN ARC LENGTH OF 120.64 FEET, SAID CURVE HAVING A RADIUS OF 5,737.28 FEET, A CHORD BEARING OF N 71°31'28" W AND A CHORD DISTANCE OF 120.64 FEET TO A POINT; THENCE N 72°07'42" W A DISTANCE OF 193.61 FEET TO A

POINT; THENCE ALONG AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 146.91 FEET, SAID CURVE HAVING A RADIUS OF 5,729.58 FEET, A CHORD BEARING OF N 72°51'47" W AND A CHORD DISTANCE OF 146.91 FEET TO A POINT; THENCE N 73°35'51" W A DISTANCE OF 716.85 FEET TO A POINT; THENCE N 73°35'51" W A DISTANCE OF 520.06 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 200.00 FEET, SAID CURVE HAVING A RADIUS OF 5,729.58 FEET, A CHORD BEARING OF N 74°35'51" W AND A CHORD DISTANCE OF 199.99 FEET TO A POINT; THENCE N 75°35'51" W A DISTANCE OF 1005.47 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 572.23 FEET, SAID CURVE HAVING A RADIUS OF 5,729.58 FEET, A CHORD BEARING OF N 78°27'32" W AND A CHORD DISTANCE OF 571.99 FEET TO A POINT; THENCE LEAVING SAID CENTER LINE N 00°21'07" W A DISTANCE OF 30.36 FEET TO AN EXISTING IRON PIPE ON SAID NORTHERN RIGHT-OF-WAY, SAID PIPE; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY N 00°21'07" W A DISTANCE OF 663.54 FEET TO A POINT ON THE EASTERN PROPERTY LINE OF LOT 74 OF DUNCANS RIDGE SUBDIVISION, PHASE ONE AS SHOWN IN BOOK OF MAPS 2005, PAGE 32, WAKE COUNTY REGISTRY; THENCE N 00°21'07" W A DISTANCE OF 2,649.49 FEET TO A POINT, SAID POINT BEING THE NORTHEASTERN PROPERTY CORNER OF LOT 38 OF DUNCANS RIDGE SUBDIVISION, PHASE 3 AS SHOWN IN BOOK OF MAPS 2007, PAGE 1112, WAKE COUNTY REGISTRY AND ALSO BEING ON THE SOUTHERN PROPERTY LINE OF LOT 8 OF DUNCANS RIDGE SUBDIVISION, PHASE FOUR AS SHOWN IN BOOK OF MAPS 2011, PAGE 435, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID SHARED SOUTHERN PROPERTY LINE S 87°53'12" E A DISTANCE OF 261.00 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY RUPERT L. VAUGHAN, JR. & ELIZABETH A. VAUGHAN AS SHOWN IN BOOK OF MAPS 2018, PAGE 2526, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID SHARED WESTERN PROPERTY LINE S 04°39'50" E A DISTANCE OF 543.97 FEET TO AN EXISTING IRON PIPE; THENCE S 89°47'42" E A DISTANCE OF 845.94 FEET TO AN EXISTING IRON PIPE HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 672185.23 FEET AND E: 2042347.51 FEET, SAID PIPE BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY WADE P. TEMPLE & JOYCE A. TEMPLE AS RECORDED IN DEED BOOK 3078, PAGE 939, WAKE COUNTY REGISTRY; THENCE S 03°07'30" W A DISTANCE OF 2,116.00 FEET TO A POINT; THENCE S 88°58'31" E A DISTANCE OF 932.37 FEET TO AN EXISTING BENT AXLE, SAID AXLE BEING THE NORTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY TEMPLAR INVESTMENTS LLC AS SHOWN IN BOOK OF MAPS 2007, PAGE 2181, WAKE COUNTY REGISTRY; THENCE S 01°39'14" W A DISTANCE OF 485.23 FEET TO AN EXISTING IRON PIPE; THENCE S 87°45'10" E A DISTANCE OF 1,552.70 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY T M ADCOCK FAMILY LLC AS RECORDED IN DEED BOOK 6377, PAGE 844, WAKE COUNTY REGISTRY; THENCE S 07°22'15" W A DISTANCE OF 998.81 FEET TO THE POINT OF BEGINNING, CONTAINING 124.6888 ACRES.

Adopted this, the 19th day of August, 2025.

ATTEST TO:

Kathy White, Deputy Town Clerk Sean Mayefskie, Mayor

I, Kathy White, Deputy Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held August 19, 2025, at 7 o'clock p.m. at the Town Hall in the Town of Holly Springs.

IN WITNESS WHEREOF, I have here unto set my hand and have caused the official corporate seal of said Town to be affixed, this the 19th day of August, 2025.

_____
Kathy White, Deputy Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business
Title: Phase 1 - Utley Creek Water Reclamation Facility 6-8 Million Gallon per Day (MGD) Project
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Rachel Ingham, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure, Tina Stroupe, Finance

Action(s):

1. Authorize the Town Manager to negotiate and execute the following amendments and authorizations for Phase 1 elements of the Utley Creek Reclamation Facility 6-8 MGD expansion in the amount of $15,160,468, which includes:

a. Amendment 2 contract for Professional Services for construction administration and observation services of the Utley Creek Water Reclamation Facility (UCWRF) Lab & Operators (L&O) Building to Hazen and Sawyer, in the amount of $1,594,116.
b. Amendment 3 contract for Professional Services for additional design services for the UCWRF 6-8 MGD plant upgrade to Hazen and Sawyer, in the amount of $1,366,610.
c. Approve the lab and operators building certified bid and award the construction contract to the lowest, responsive and responsible bidder, O'Connor Co of NC Inc. (O'Connor), in the amount of $10,793,100.
d. Authorize contingency up to $1,406,642.

2. Authorize bond reimbursement for expenditures of $6,185,532 for debt issuance costs, design, permitting, project management, professional services (legal, environmental, and regulatory filings), program management and oversight (coordination, inspection, and compliance activities), and design engineering services associated with Phase I and Phase II elements of the plant expansion.

3. Adopt the Bond Order authorizing the issuance of the Town's Enterprise Systems Revenue Bond Anticipation Note, Series 2025, in the amount of $21,346,000 and approving the forms of the documents related thereto.

Explanation:

- The Town owns and operates the Utley Creek Water Reclamation Facility (UCWRF), a wastewater treatment plant currently with a maximum flow of 6 million gallons per day (MGD). The UCWRF is permitted to discharge up to 8 MGD into Utley Creek; however, current processes and infrastructure at the facility cannot treat the additional 2 MGD flow. Due to population and economic growth, the 2 MGD upgrade is vital.
- The expansion project will increase the capacity of the plant by adding Membrane Bioreactors (MBR) to the existing biological nutrient removal process, producing effluent (outflow of treated wastewater) that continues to meet stringent total nitrogen, total

phosphorus, and orthophosphorus limits. MBR will also improve the quality of reclaimed water for uses such as irrigation or industrial processes, minimizing the potable water demand of the community and reducing energy required to treat, process, and distribute water critical to sustainability.

- The UCWRF project includes two (2) phases:
    - Phase 1 UCWRF Lab & Operators (L&O) Building and site work
    - Phase 2 UCWRF 6-8 MGD Treatment Facility Upgrades
- Phase 1 - UCWRF L&O Building and site work (estimated completion Late 2026)
    - Amendment 2 to the contract for Professional Services for construction administration and observation services of the UCWRF L&O Building and site work:
        - The UCWRF is staffed 24/7 and houses the Environmental Compliance Laboratory. Operations must remain active during construction to ensure the continued treatment of wastewater. Construction of the new L&O Building is a critical path item for the overall schedule of the 6-8 MGD upgrade and is planned to begin ahead of the 6-8 MGD treatment process upgrades so that staff and associated activities can be moved before the fine screen facility is constructed.
        - In May 2025, Utilities & Infrastructure staff advertised bid documents seeking a contracting firm to construct the UCWRF L&O Building and complete site preparation for the 6-8 MGD treatment plant upgrade.
        - Two (2) bids were received in response to the advertisement and therefore the bids could not be opened.
        - The advertisement was reopened in June 2025 and closed in July 2025. Based on the bid tab evaluation, O'Connor was chosen as the lowest responsible responsive bidder. In addition to submitting the lowest bid, O'Connor's license and references were checked. All references provided positive reviews and no reports of significant change orders or delays on their previous projects.
    - Amendment 3 to the contract is for Professional Services for additional design services for the UCWRF 6-8 MGD plant upgrade. Previously, the town elected to perform a Value Engineering (VE) approach after the 60% design stage to reduce overall project costs and more closely match available funding. The team performed VE of the following facilities (Oxidation Ditches, Blowers, UV and Dewatering) to save the town approximately $44,000,000 in capital construction costs. Additional permitting is also necessary as part of this request in the analysis of Harris Lake. In addition, design is also warranted for odor control and other services to include contractor pre-qualification as well as on-site back-up generator work.
    - The requested Bond Order will authorize the issuance of the Town’s Enterprise Systems Revenue Bond Anticipation Note, Series 2025, in the amount of $21,346,000, comprising of the following: Contract plus contingencies, issuance costs, and soft and engineering costs to date for Phases 1 and 2 of the project, plus anticipated additional soft and engineering costs expected prior to issuance of Revenue Bonds ($6,185,532) and funding requested for the additional design services and construction of the L & O building/site work plus contingencies ($15,160,468).
- Phase 2 - UCWRF 6-8 MGD Project - Treatment Facility upgrade
    - Next steps:
        - Bid advertisement (Quarter 4 of 2025 - Quarter 1 of 2026)
        - Bid award (Quarter 2 of 2026)

- Bond Order authorizing the issuance of the Town's Enterprise Systems Revenue Bond Anticipation Note (BAN)
    - BANs are an approved form of municipal financing in North Carolina and are short-term debt instruments used by municipalities to finance projects before a long-term bond issue is finalized. BANs bridge the gap between project initiation and the issuance of the final bond, allowing for the commencement of work or expenses before the full financing is secured.
    - Staff is recommending the issuance of Revenue BANs for Phase 1 of the UCWRF Upgrade project until the anticipated issuance of Revenue Bonds, estimated in early Spring of 2026. Proceeds from the Revenue Bonds will be used to refund, or repay, the BAN. This issuance of Revenue Bonds and Revenue Bond Anticipation Notes was anticipated in the development of the latest Debt Model and all debt service were previously included in the model, so there are no additional impacts to the debt service.
    - A total of $21,346,000 is the recommended BANs issuance. This includes the Phase 1 contract plus contingencies, issuance costs, and soft and engineering costs to date for Phase 1 and 2 of the project, plus anticipated additional soft and engineering costs expected prior to issuance of Revenue Bonds. The Town has received $3,000,000 in grant funding along with the use of $1,000,000 of the Town's reserves for the total project.

Background:

- In June 2020, per the Town's 2020 Strategic Plan, the town began planning, through the Master Plan process, for the Utley Creek Water Reclamation Facility (UCWRF) 6-8 million gallons per day (MGD) upgrade. Hazen completed the UCWRF Master Plan in 2021 where options were evaluated based on flow projections, wastewater characteristics, hydraulic capacities, load analysis, available and emerging technology, asset lifespan, permit limits and cost.
- In 2023, Hazen completed the required Preliminary Engineering Report (PER) focused on the 6-8 MGD upgrade and expansion considerations to an ultimate flow of 15 MGD.
- In August 2023, staff advertised a Request for Qualifications (RFQ) for the design of the UCWRF upgrade and awarded the design contract to Hazen in February 2024.
- Also, in 2024, Hazen performed an Alternatives Analysis to evaluate options for expansion beyond 8 MGD at the UCWRF site and long-term solutions through regional partnerships and expansion at a different location. Based on the estimated costs and environmental impacts, the town is continuing conversations with the State and Duke Energy to further explore expansion beyond 8 MGD at the UCWRF site.
- To protect the Membrane Bioreactors (MBR) equipment, the 6-8 MGD upgrade will install a fine screen facility that removes smaller solids from the wastewater entering the treatment process. This fine screen facility must be placed at the same location as the current Administration Building for the new treatment process, requiring demolition and relocation of the lab and operators building.
- The L & O Building was initially bid in May 2025 and had to undergo readvertisement due to not receiving three bids on the initial bid offering.

Funding Source(s):

- Community Investment Plan - Revenue Bonds

Attachment(s):

1. Executed Hazen & Sawyer Contract UCWRF Upgrade 22-010
2. Executed Hazen Sawyer Wastewater Treatment Plant Design Contract Technical Amendment 22-010
3. Amendment 2- Construction Services_0805225_R2
4. Amendment 3 - Additional Design Services_0805225_R2
5. (c) Certified Bid Tab 07.31.25
6. O'Connor Bid Packet_public release version
7. Bond Order - Holly Springs 2025 RBAN - v.1
8. Series Indenture Number 2 - Holly Springs 2025 RBAN - v.1
9. Note Purchase Agreement - Holly Springs 2025 RBAN - v.1

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

HOLLY SPRINGS
North Carolina

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated 3/6/2024, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and Hazen and Sawyer (herein after called the "Contractor").

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF CONTRACTOR

The services of the Contractor shall be performed in the manner as described in **Exhibit A** (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Administrator for this Contract is:

Rachel Ingham, Utilities & Infrastructure Services
Rachel.ingham@hollyspringsnc.gov
919-567-3985

The Contract Administrator certifies that the Contractor was selected using Qualification Based Selection. A Request for Qualifications was drafted and circulated on or about August 3, 2023. The Contractor was selected because: The selection committee ranked Hazen and Sawyer as

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

the top candidate based on criteria outlined in the RFQ; the Statement of Qualifications received on September 11, 2023; and the interview held on October 5, 2023.

OR

_____ An exemption was allowed by the Town Manager, and an Exemption Memorandum is attached.

DocuSigned by:
Rachel Ingham 3/6/2024
Contract Manager
Printed Name: Rachel Ingham, PE

DocuSigned by:
3/6/2024
Department Head/Supervisor
Printed Name: Kendra Parish, PE

PAYMENT

The Town shall pay the Contractor the contract sum in the following manner:

__ A Lump Sum of **$_____** payable upon completion of the services listed in **Exhibit A**

_X_ Payment on basis of Time and/or Materials as described in **Exhibit A (total cost not to exceed $12,414,016.00)**

__ Description of Alternative Payment Terms:

_____.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in **Exhibit A**, or as otherwise set forth below:

_____

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

1.1 The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

1.2 Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.

1.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

1.4 Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.

1.5 Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Term and Termination.

2.1 The term for this contract is as long as necessary to complete the scope of work agreed to, but in no event shall it exceed two (2) years.

2.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

2.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

2.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

2.2.3 Upon mutual agreement.

3. Controlling Law.

3.1 This agreement is to be governed by the law of the State in which the project is located.

3.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices.

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

4.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

4.1.1 For the Town:

Rachel Ingham, PE, Engineering Manager	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
(919) 567-3985	(Phone)
Rachel.ingham@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Patricia Drummey Stiegel, Vice President	(Name, Title)
Hazen and Sawyer	(Company)
4011 West Chase Boulevard, Suite 500	(Address)
(919) 951-9351	(Phone)
pdrummey@hazenandsawyer.com	(e-mail)

5. Severability.

5.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6. Waiver.

6.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7. Attorney's Fees.

7.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

8. Insurance & Indemnification Requirement.

8.1 Contractor shall provide general liability insurance for a minimum of $1,000,000 per occurrence, $2,000,000 aggregate, and an umbrella policy of at least $5,000,000 for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Contractor shall supply proof of coverage to the Town within 10 days of execution of this contract and shall list "Town of Holly Springs" as additional insured

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

to all general liability policies for the duration of the contract term. A certificate of insurance shall be attached hereto as **Exhibit B**.

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and/or the performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

9. E-Verify.

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as Exhibit C.

10. Independent Contractor.

10.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

10.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

10.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

11. Non-Discrimination.

11.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

12. Contractor's Employees.

12.1 Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:

1) had a conviction of a any felony within the past 10 years;

2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or

3) is currently a registered sex offender.

13. Assignment.

13.1 Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

14. Right of Review and Audit.

14.1 Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

15. Non-Appropriations.

15.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

16. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

17. Modification. The Contract may not be modified except by either a Change Order or an Amendment. Any Change Order or Amendment must be made in writing, utilizing the appropriate Town form, approved by the Town (and Town Council, if necessary) and executed with the same formalities as this original contract.

18. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

BY: DocuSigned by: Randy Harrington 3/11/2024
Randy C. Harrington, Town Manager

CONTRACTOR:

Signature: DocuSigned by: Patricia Drummey Stiegel 3/6/2024

Name: Patricia Drummey Stiegel
Title: Vice President

WITNESS:

DocuSigned by: Linda McKinney 3/12/2024
Linda McKinney, Town Clerk

WITNESS:

Title:

Contract Manager: Rachel Ingham

P.O. Number (if applicable) 2024-0466

Approved by: Brettany DeVolld DS BD (initials)

Approved as to form:

DocuSigned by: John Schifano 3/11/2024
John Schifano, Town Attorney

This instrument has been pre-audited in the manner Prescribed by the Local Government Budget and Fiscal Control Act

DocuSigned by: Tina Stroupe 3/11/2024
Tina Stroupe, Director of Finance

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

EXHIBIT A

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

The Town of Holly Springs (Town) owns and operates the Utley Creek Water Reclamation Facility (UCWRF), a wastewater treatment plant designed for a maximum month flow of 6 million gallons per day (mgd). Additionally, the UCWRF has been permitted to discharge up to 8 mgd to Utley Creek, an effluent dominated receiving waterbody. The Town completed an UCWRF Preliminary Engineering Report (PER) that outlined design plans for the 6 to 8 mgd upgrade at the UCWRF site and is currently finalizing an Alternatives Analysis that explores options to expand to up to 15 mgd of wastewater treatment capacity. The scope of this contract will initially include design, permitting and bidding of the 8 mgd expansion as described in the PER, with provisions to expand many of the facilities to 15 mgd in the future. A second phase of engineering services is anticipated to include construction administration and management and construction observation services and may be added by amendment.

100. Facility Plan for Future Flows

a. Planning – To design the expansion to 8 mgd, preliminary planning and design for future flows will be advanced. Projected flows and loads as well as estimated timeline for 10 and 15 mgd expansions will be provided and flows from each interceptor entering the plant will be estimated to determine plant pipe sizing and potential consolidation on site. This will allow the site to be expanded past 8 mgd in a cost-efficient manner.

b. Sizing and Design – This task will include facility sizing, footprints, and location; yard piping; and electrical needs. Deliverable will include site plans, mechanical drawings, and an electrical single line for 10 and 15 mgd, as well as major equipment specifications. The Town may elect to install certain infrastructure during the initial 8 mgd upgrade that will be needed for future upgrades (i.e, increasing a pipe size or placing a casing pipe under a road to avoid re-paving in future).

c. Layout Comparison – Alternative site layouts, particularly around the fine screen facilities and future preliminary treatment and influent pump station, will be evaluated to determine if there are feasible options to reduce costs and improve continuity of plant operations.

d. Future Treatment – Hazen will evaluate the footprint required for the following potential future regulatory drivers, and determine with the Town if space can be allocated on the current site plan:

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

i. Indirect Potable Reuse Train of ozone/BAF/GAC for both the rated annual average plant capacity and the full discharge (2 x maximum month for MBR).

ii. Biosolids PFAS destruction on site with Super Critical Water Oxidation (SCWO) or thermal drying with gasification/pyrolysis.

e. Cost – Hazen will develop Class 4 capital cost estimates (AACE, -30%, +50%) for a phased approach for a 10 mgd and 15 mgd plant. Costs for the 8 mgd expansion will be under Task 200.

200. Preliminary Design of 8 mgd Expansion and Basis of Design Report

This scope assumes design of the Membrane Bioreactor (MBR) liquid train and solids process described in the 2023 PER. A 30% design package for the 8 mgd expansion that includes the following will be reviewed with the Town:

a. Site – Site plans and civil drawings showing 8 mgd with future space for 10 and 15 mgd upgrades.

b. Drawings – Mechanical drawings showing facility layouts, plans and sections as well as isometrics for each unit process. Coordination with structural and architectural, electrical single line drawing, and control system architecture.

c. BOD Report – Brief technical memoranda documenting basis of design for each unit process.

d. Sequencing – Construction Sequencing, Contract Packaging, and Maintenance of Plant Operations. It is anticipated that the first design package will be for the Operations Building; the existing Administration Building is anticipated to be demolished to accommodate the fine screens required for the new treatment process. It is anticipated that the remainder of the plant will be packaged into two construction packages, including a Liquid Train package and a Solids Train package. Hazen will work with the Town to determine if an additional early package is required for supplemental air to the oxidation ditches due to increased industrial loads.

e. Specifications – Major process mechanical equipment specifications, anticipated to include the following:

- Engine Generators
- Fine Screens
- Screening Washer/Compactor
- Odor Control Equipment
- Diffusers
- Submersible Mixers
- Propeller (Window) Pumps
- High Speed Turbo Blowers
- Membrane Bioreactors
- Chemical Storage Tanks
- UV Disinfection

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

- Vertical Turbine Pumps
- Dewatering Centrifuge
- Dewatered Cake Conveyance
- Liquid Polymer Preparation System

f. Cost – Hazen will develop Class 3 capital cost estimates (AACE, -20%, +30%), for each construction package in the 8 mgd expansion.

201. **Geotechnical Evaluation**

Hazen will plan and conduct a phased subsurface investigation to obtain parameters suitable for design and confirm that proposed locations of facilities are viable. Hazen will use a subconsultant to perform this investigation and report. An allowance of $150,000 has been included in the project budget.

202. Survey and Subsurface Utility Engineering (SUE)

Hazen will develop a surveying plan to confirm the elevations and locations of existing property lines, grade, structures, hydraulic elements, and hydraulic grade lines to support verification of data in the hydraulic model and as-build drawings that will be relied upon for design of the expansion. Up to fifty (50) SUE Level A vacuum borings are anticipated to determine the physical location of critical underground utilities for design. Hazen will use a subconsultant to perform this work.

300. Detailed Design of 8 mgd Expansion

a. Preliminary treatment/Conveyance – The influent Parshall flume, mechanical bar screens, and grit system is adequately sized for 8 mgd and will not require any additional modifications or upgrades. Hazen will include design, MOPO considerations and review the hydraulics for cure-in-place or replacement influent pipe between MH4 and JB 2, and will consider conveyance needs on site for future expansion, which may include consolidating pipes, increasing pipe size for future flow, or planning for parallel pipes.

b. Influent pump station – The influent pump station currently conveys screened/degritted influent and RAS to the BNR distribution box. In the expansion to 8 mgd, the existing pumps are anticipated to be adequate to pump influent only to a new fine screening facility upstream of the secondary process. Additional conveyance and yard piping improvements will be required to send peak flows to the converted equalization tanks (current final clarifiers).

c. Fine Screens and BNR distribution – A new 2-mm fine screen facility is required upstream of MBR. Hazen will assist the Town in determining the preferred equipment (centerflow band screens, in-channel rotary drum screens, or enclosed rotary drum screens). The screening facility will incorporate downstream flow distribution of screened influent and RAS to each of the existing oxidation ditches that will be converted to plug flow BNR. The screens will be located outdoors, and the channel and equipment air will be removed

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

and scrubbed. The facility will be designed to accommodate a future design capacity of 15 mgd.

d. Odor Control – A biofilter with carbon polisher, similar to the existing odor control at the headworks, is anticipated for the new fine screen facility. Odor control is not anticipated for the equalization tanks, but provisions can be considered to add covers and odor control in the future.

e. Oxidation Ditches – The UCWRF currently utilizes oxidation ditches with surface aerators for biological nutrient removal. The aeration equipment will be replaced by fine bubble diffusers, and the configuration will be modified to plug flow. Conversion to plug flow will include structural modifications to the basins including new walls and walkways for access to air valves and flow meters. New mixing equipment and NRCY pumps/piping will also be necessary. The facility will be designed to accommodate a future design capacity of 15 mgd.

f. Process Blowers – A new blower building is anticipated to house high speed turbo blowers and the electrical equipment for the process aeration blowers. The facility will be designed for the current loads at 8 mgd and space for additional blowers to accommodate a future flow of 15 mgd. Hazen will work with the Town to determine if airfoil or magnetic bearing style turbo blowers will both be considered in a pre-selection of blowers.

g. MBR – A new membrane bioreactor facility will be constructed downstream of the oxidation ditches. Hazen will assist the town in determining the types and manufacturers to include in a pre-selection of the membranes, which have different design, footprint, and operational requirements. In addition to the membrane bioreactors, a membrane process equipment building will include backpulse storage, permeate pumps, return activated sludge pumps, air scour blowers, and a clean-in-place system with chemical storage.

h. Chemical Facilities

    1. Metal Salt – The UCWRF currently doses sodium aluminate upstream of the final clarifiers for phosphorus removal. Future alum requirements will exceed the existing 400 gallon storage, and a new storage tank of approximately 16,000 gallons will be designed. The existing pumps are anticipated to be maintained, with replacement to a larger size in the future when flows are closer to design flows.

    2. Supplemental Carbon – Supplemental carbon will be needed at maximum month conditions to meet effluent total nitrogen limits. One new 8,000 gallon bulk storage tank with a containment structure is anticipated with heat tracing and insulation, but the existing pumps are anticipated to be maintained. Hazen will work with the Town to determine if this improvement will be part of the initial construction packages or if it can be deferred.

i. Final Clarifier Conversion to Equalization – The facility currently has three 90-foot final clarifiers. Final clarifiers and filters are not necessary with MBR, so all three clarifiers will be converted to equalization. A common low lift pump station will be required to fully empty the final clarifiers to the influent pump

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

station. Additional analysis of peak flows is required to determine when supplemental equalization will be needed to maintain a peaking factor of 2 or less. Design of supplemental equalization can be added by amendment or as an additional service.

j. Disinfection / UV – The existing facility has a single UV channel with two lamp banks and space for a future bank. A new facility with a minimum of two channels is anticipated for disinfection. The facility will include a metal canopy over channels with a separate building for ballast cabinets and controls. Hazen will also evaluate use of a separate, closed vessel reclaimed water UV system for the permeate. UV equipment will be pre-selected. The effluent UV facility will be designed to accommodate a future design capacity of 15 mgd with the addition of new UV banks, or a capacity agreed upon by the Town.

k. Effluent discharge – The existing cascade aerator and Parshall flume are adequately sized for 8 mgd and no new upgrades or replacements are anticipated.

l. Reuse equalization – Plant reuse water will be pumped from downstream of the UV system, and storage/equalization will be provided as part of the UV structure. Under the Additional Services Task and upon authorization, Hazen will discuss the goals for effluent equalization, consider the findings of the on-going Reclaimed Water Master Plan, and, utilizing hourly diurnal flow data, determine the appropriate size, configuration, and location for effluent equalization and pumping to existing off-site elevated storage. No work is anticipated on the off-site RCW system infrastructure.

m. WAS Holding and Transfer – Existing Aerated Sludge Tank and Interchange Tank (formerly Digesters 1 and 2) have adequate WAS holding capacity. Improvements to the WAS Pump Station next to Digester 2 (Interchange Tank) will be required to increase capacity of the transfer pumps. Liquid loadout capability from these pumps will also be provided. A dewatering feed tank with limited hydraulic retention time will provide a buffer between the sludge transfer and dewatering feed. No odor control is anticipated for sludge holding as the WAS is processed quickly.

n. Dewatering Facility – A new dewatering facility will contain new dewatering centrifuges, rotary lobe centrifuge feed pumps, bulk polymer storage, polymer makeup units, and a dewatered cake conveyance system. Electrical and control rooms are also provided for this new facility. A series of screw conveyors is proposed for dewatered cake loadout from the centrifuges to trailers to be hauled by a third party for offsite disposal. Odor dispersion modeling will be conducted to inform a decision by the Town to scrub the building air, discharge to atmosphere, or disperse with an upblast fan. Centrate equalization will also be evaluated, and will be designed or will have provisions to include in the future to buffer flows to the BNR process. The facility will be designed to accommodate a future design capacity of 15 mgd.

o. Operations Building – A new Operations Building is anticipated on the northwest corner of the site. The facility is anticipated to be approximately 7,000 sf. This building is planned to be an early construction package, and help with MOPO to

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

maintain SCADA and control function, as well as continuous lab space, offices, locker rooms, and restrooms will be included. Reclaimed water is expected to be utilized for toilet flushing, with a potable backup.

p. Major Electrical – A second electrical service from Duke Energy is recommended to power new and potentially a portion of existing loads for the facility. Hazen will assist in coordination of the new service and utility transformer. New switchgear will be designed in a building or power center, and a new emergency standby generator will be sized to power the full operating load connected to the gear. A load list for future expansion to 15 mgd will be developed to ensure the electrical equipment is easily expandable for future conditions.

q. Instrumentation and Control – Hazen will work with the Town to incorporate the ongoing SCADA upgrades at UCWRF being completed by Custom Controls Unlimited. A new SCADA room will be included in the Operations Building, and it is anticipated that Hazen will work with the Town to select an integration services provider for continuity and standardization across the plant.

r. Stormwater – Hazen will design required stormwater infrastructure.

s. Cost Estimate – Hazen will develop a capital cost estimate based on the appropriate AACE class at each milestone delivery. The cost estimate will include all of the necessary upgrades to the liquid / solids treatment trains at the UCWRF for 8 mgd. Operations and maintenance estimates are not included for each alternative in this scope.

301. Bid Phase Services

a. Bid Document Administration – Hazen shall assist the Town with preparing an advertisement for bid and coordinate distribution of electronic contract documents for bidding to all bidders.

b. Pre-Bid Conference – Hazen shall make a formal presentation of the project at the pre-bid conference and be available to answer contractor questions/comments regarding the work.

c. Prepare Addenda – Hazen shall receive contractor questions regarding the work, investigate and prepare appropriate answers in addendums to the contract documents. Engineer shall evaluate any alternates to the named manufacturers as specified in the bid form and reject or approve the submitted alternates. Responses shall include modifications to the documents, supplemental specifications and/or drawings as required to clearly communicate the intent of the work.

d. Evaluate Bids – Hazen shall assist the Town in the review and evaluation of the bids. Hazen shall prepare a letter of recommendation and attend the Town Council meeting to support the recommendation, if required.

e. Conformed Documents – Hazen shall conform contract documents incorporating all changes by addenda at the end of the Bid Period and issue conformed documents as described in Deliverables.

f. The scope of services for this work is based upon bidding and constructing the project as three construction projects (Operations Building, Liquid Train

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

Expansion and Improvement, and Solid Train Expansion and Improvement) and on a maximum eight week bid period for each project. A maximum of two rounds of bids for each bid package are included in this scope. Packaging of the project into additional bid packages/contracts may be included under Additional Services.

400. Permitting and Environmental Review

1. Hazen will work with the Town to provide assistance in obtaining permits required for design and bidding of the project. Assistance shall include preparation of permit submittal forms to accompany design documents, meetings with permitting agencies and Town staff, and responding to permitting agency comments. The Town shall reimburse Hazen and Sawyer for all permit submittal fees levied by the permitting review agencies out of the additional services allowance.

2. Projected permits include:
    1) NC DEQ Authorization To Construct (ATC) for up to two construction projects (not needed for Operations Building)
    2) NCDENR Erosion and Sedimentation Control (3 projects)
    3) DOT Encroachment Agreements
    4) Army Corps of Engineer Permitting as required for construction activities and final facilities (401/404 permitting)
    5) Town of Holly Springs Site Plan Process (3 projects)
    6) FEMA Conditional Letter of Map Revision (CLOMR) Planning and Modeling
    7) Other permitting/regulatory needs that may arise.

500. Project Management and Meetings

a. Meetings and Workshops

Meetings are generally expected to be held in-person at Town or Hazen facilities, and are expected to include the following meetings and workshops:

i. Design Kick-Off Meeting
ii. Operations Building Review
iii. Liquid Treatment Basis of Design
iv. Solids Treatment Basis of Design
v. Initial Construction Sequencing and Site Planning Meeting
vi. Operations and Maintenance Focused Workshops (Liquid and Solid)
vii. Equipment pre-selection workshops
viii. Milestone Workshops (For each package at 30, 60, and 90% design)
ix. Functional Control Descriptions Review
x. Maintenance of Plant Operations
xi. Final Review Meeting

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

b. Integration Services Selection – Hazen shall assist the Town in procuring a Systems Integrator for the Utley Creek WRF Expansion to 8 MGD. The procurements shall be qualifications based and shall include a cost component such as hourly rates. Engineer shall negotiate integrator scope and price for each bid package during final design.

c. Equipment Pre-Selection – Hazen will assist the Town in competitive pre-selection of specialty, long-lead time equipment that requires a tailored design approach. This is anticipated to include the following equipment:
   i. Membrane Bioreactors
   ii. High Speed Turbo Blowers
   iii. UV Disinfection Equipment
   iv. Solids Dewatering Equipment
   v. Generators (if needed for schedule)
   vi. Fine Screens (depending on technology)

d. Decision and Cost Log – Provide a decision-making log for all decisions that must be made while completing the work, identifying the decision to be made, decision-making responsibility, date the decision need is first identified, date the decision is made, and cost impact. Provide an update to this log at the beginning of each management meeting and identify critical path issues. Assist the Town in developing a plan for issue resolutions to maintain the project schedule.

e. Project Management- Provide monthly invoices and schedule updates. Coordinate additional meetings and calls required to manage the project and communicate with the Town. This task will also include financing and funding assistance for this project.

600. QA/QC

Hazen will conduct and demonstrate an effective QA/QC program throughout the course of the project in accordance with our established policy. Reviews include each discipline, operability, constructability, safety, cross-discipline checks, and general reviews.

900. Project Expenses

Expenses including copies/reproduction, mileage, and other direct costs will be billed as established in Schedule B.

901. Additional Services

Upon written request from the Town, Hazen will perform the following tasks:

a. Value engineering and schedule enhancement services (i.e. additional packages, temporary air systems, or other design services)

b. Industrial load evaluations

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

c. Additional CLOMR permitting and Floodplain Development Permit if required for 8 mgd expansion

d. Permitting and sampling for expansion beyond 8 mgd

e. Additional design of odor control or covers for equalization tanks

f. Evaluation and design of Reclaimed Water Storage

g. Sustainability Evaluations including LEED for the Operations Building and Envision for the project

h. Public outreach, stakeholder communication and website, brochures, and or videos

i. Other requests or design not included above

PROJECT DELIVERABLES

Hazen agrees to deliver to the Town in a timely and proper manner the items set forth below, which shall become the property of Town and may be used by the Town without restriction or limitation:

a. Geotechnical and Survey Data
b. Equipment Pre-selection Request for Qualifications, including detailed equipment specifications
c. Contract documents including drawings and specifications, and cost estimates at the following submittal milestones:
    1) BODR/30%
    2) 60%
    3) 90%
    4) Bid Ready Submittals

    Three half size copies, two full size copies, and electronic copies in PDF shall be provided for each milestone. Specifications shall be provided in searchable PDF format.
d. Conformed contract documents incorporating all changes by addenda at the end of the Bid Period. Three half size sets, two full size sets, and electronic copies in PDF shall be provided.

TIME OF COMPLETION

All work shall be completed within 570 days from the Notice to Proceed. Proposed schedule is as follows. Schedule allows for 2 weeks for comments from the Town on each deliverable:

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

Milestone Description	Days from NTP (Tentative Date)
Engineer Notice-To-Proceed	April 3, 2024*
Draft BODR	120 days (Aug 1, 2024)
30% Design and Final BODR	180 days (Sept 30, 2024)
Submit 60% Ops Building Design	210 days (Oct 30, 2024)
Submit 100% Ops Building Design	300 days (Jan 28, 2025)
Bid Date for Ops Building	Est. March/April 2025
Final Completion for Ops Building	Est. April/May 2026
Submit 60% Design	330 days (Feb 27, 2025)
Submit 90% Design	480 days (July 7, 2025)
Submit 100% Design	570 days (Oct 27, 2025)

*assumes approval at March 2024 Town Council

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

COMPENSATION**

Town of Holly Springs

Utley Creek WRF 8 MGD Design

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Compensation shall be on a not-to-exceed basis as follows:

1. Each hour of service rendered as a direct charge to this contract shall be billed according to employee classification as follows:

	Hourly Rates
Vice President	$351
Senior Associate	$292
Associate	$257
Senior Principal Engineer	$222
Principal Engineer	$199
Assistant Engineer	$158
Principal Designer	$198
Designer	$158

2. Mileage costs directly chargeable to this project shall be billed at the ENGINEERS' standard employee reimbursement rate, as established by the United States Internal Revenue Service. Other travel costs shall be billed at direct cost.
3. Work done by others on a subcontract basis shall be billed at actual cost to the ENGINEERS, plus ten percent (10%), recognizing the increase in liability insurance premiums and administrative costs.
4. Any funds not utilized in one task or phase may be utilized in subsequent phases.

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

TASK NAME	AMOUNT
100 Facility Plan	$606,679
200 Preliminary Design	$1,373,474
300 Detailed Design	$6,986,711
400 Permitting and Environmental	$492,835
500 Project Management and Meetings	$842,435
600 QA/QC	$311,372
901 Additional Services	$914,237
Subconsultants	$825,000
Direct Costs	$61,274
TOTAL	**$12,414,016**

****All confidential material has been omitted from this Exhibit per the request of the Contractor**

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

EXHIBIT B

_____ **Insurance requirement waived**

Approved by: _____

Printed Name: John Schifano

____X___ **Certificate of Insurance attached**

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading, PA A(XV)	20427
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : Continental Casualty Company (CNA) A, XV	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7036845683	3/29/2023	3/29/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7036845635	3/29/2023	3/29/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			7036845649	3/29/2023	3/29/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A		7036845652	3/29/2023	3/29/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2023	3/29/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ALL PROJECTS/OPERATIONS

Town of Holly Springs, NC is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and
Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Town of Holly Springs, NC
128 S Main Street
Post Office Box 8
Holly Springs, NC 27540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 3B2B2EEA-4DEA-4CB3-818C-253F485D440E

EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, Patricia Drummey Stiegel (the individual attesting below), being duly authorized by and on behalf of **Hazen and Sawyer** (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES x
b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated: 3/6/2024

Signature of Affiant: Patricia Drummey Stiegel

Print or Type Name: Patricia Drummey Stiegel

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AMENDMENT (hereinafter called "Amendment") amends a Contract For Professional Services Agreement (hereinafter called the "Original Contract"), dated March 6, 2024, between the Town of Holly Springs, North Carolina (hereinafter called "the Town") and Hazen and Sawyer (hereinafter called the "Contractor"). The Original Contract is attached hereto and incorporated herein as Exhibit A. All terms and conditions of the Original Contract not inconsistent with this Amendment remain in full force and effect. Any term or condition of this Amendment shall relate back to the date of the Original Contract and in the event of any breach or noncompliance with a term or condition in this Amendment that occurred prior to this Amendment, the Contractor shall immediately inform the Town in writing.

This Amendment, dated 12/20/2024 | 5:14 AM PST, amends the Original Contract to add the following provisions:

A. BYRD ANTI-LOBBYING PROVISION

RFQ# 22-010 Design of the Utley Creek Water Reclamation Facility 6-8 MGD Upgrade

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): The Contractor has applied or submitted a bid for an award exceeding $100,000 and has filed the required certification pursuant to the requirements of subsection (I) of Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") and all other applicable law. The certification is attached hereto and incorporated herein as Exhibit B. In a manner consistent with the attached certification, Contractor agrees and certifies that each tier will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor agrees and certifies that each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

B. DEBARMENT AND SUSPENSION PROVISION

RFQ# 22-010 Design of the Utley Creek Water Reclamation Facility 6-8 MGD Upgrade

Debarment and Suspension (Executive Orders 12549 and 12689): Pursuant to the requirements of subsection (H) of Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") and all other applicable law, the Contractor agrees and certifies that a contract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (hereinafter called "SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The provisions of this paragraph shall be interpreted in a manner consistent with the signed certification, which is attached hereto and incorporated herein as Exhibit C.

[Signature Page Follows]

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

TOWN OF HOLLY SPRINGS:

BY: Signed by: Randy Harrington 55CF97F2A384442... 12/30/2024 | 12:14 PM EST

Randy J. Harrington, Town Manager

CONTRACTOR:

Signature: DocuSigned by: Patricia Drummey Stiegel 4908951CB45C480... 12/20/2024 | 5:14 AM PST

Name: Patricia Drummey Stiegel

Title: Vice President

WITNESS:

DocuSigned by: Linda McKinney 19AFC5DA5A02484... 12/30/2024 | 1:02 PM EST

Linda McKinney, Town Clerk

WITNESS:

Title: _____

Contract Manager: Rachel Ingham DS RI

P.O. Number (if applicable) 2024-0466

Approved by: Brettany DeVolld DS BD (initials)

Approved as to form:

DocuSigned by: John Schifano AF4587B51949401... 12/20/2024 | 8:36 AM EST

John Schifano, Town Attorney

This instrument has been pre-audited in the manner Prescribed by the Local Government Budget and Fiscal Control Act

DocuSigned by: Tina Stroupe 0BF68FA185164FD... 12/30/2024 | 9:13 AM EST

Tina Stroupe, Director of Finance

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

EXHIBIT A
Original Contract

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

HOLLY SPRINGS
North Carolina

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated 3/6/2024, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and Hazen and Sawyer (herein after called the "Contractor").

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF CONTRACTOR

The services of the Contractor shall be performed in the manner as described in **Exhibit A** (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Administrator for this Contract is:

Rachel Ingham, Utilities & Infrastructure Services
Rachel.ingham@hollyspringsnc.gov
919-567-3985

The Contract Administrator certifies that the Contractor was selected using Qualification Based Selection. A Request for Qualifications was drafted and circulated on or about August 3, 2023. The Contractor was selected because: The selection committee ranked Hazen and Sawyer as

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

the top candidate based on criteria outlined in the RFQ; the Statement of Qualifications received on September 11, 2023; and the interview held on October 5, 2023.

OR

_____ An exemption was allowed by the Town Manager, and an Exemption Memorandum is attached.

DocuSigned by:
Rachel Ingham 3/6/2024
Contract Manager
Printed Name: Rachel Ingham, PE

DocuSigned by:
3/6/2024
Department Head/Supervisor
Printed Name: Kendra Parish, PE

PAYMENT

The Town shall pay the Contractor the contract sum in the following manner:

__ A Lump Sum of **$_____** payable upon completion of the services listed in **Exhibit A**

_X_ Payment on basis of Time and/or Materials as described in **Exhibit A (total cost not to exceed $12,414,016.00)**

__ Description of Alternative Payment Terms:

_____.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in **Exhibit A**, or as otherwise set forth below:

_____

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

1.1 The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

1.2 Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.

1.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

1.4 Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.

1.5 Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Term and Termination.

2.1 The term for this contract is as long as necessary to complete the scope of work agreed to, but in no event shall it exceed two (2) years.

2.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

2.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

2.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

2.2.3 Upon mutual agreement.

3. Controlling Law.

3.1 This agreement is to be governed by the law of the State in which the project is located.

3.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices.

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

4.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

4.1.1 For the Town:

Rachel Ingham, PE, Engineering Manager	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
(919) 567-3985	(Phone)
Rachel.ingham@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Patricia Drummey Stiegel, Vice President	(Name, Title)
Hazen and Sawyer	(Company)
4011 West Chase Boulevard, Suite 500	(Address)
(919) 951-9351	(Phone)
pdrummey@hazenandsawyer.com	(e-mail)

5. Severability.

5.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6. Waiver.

6.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7. Attorney's Fees.

7.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

8. Insurance & Indemnification Requirement.

8.1 Contractor shall provide general liability insurance for a minimum of $1,000,000 per occurrence, $2,000,000 aggregate, and an umbrella policy of at least $5,000,000 for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Contractor shall supply proof of coverage to the Town within 10 days of execution of this contract and shall list "Town of Holly Springs" as additional insured

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

to all general liability policies for the duration of the contract term. A certificate of insurance shall be attached hereto as **Exhibit B**.

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and/or the performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

9. E-Verify.

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as Exhibit C.

10. Independent Contractor.

10.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

10.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

10.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

11. Non-Discrimination.

11.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

12. Contractor's Employees.

12.1 Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:

1) had a conviction of a any felony within the past 10 years;

2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or

3) is currently a registered sex offender.

13. Assignment.

13.1 Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

14. Right of Review and Audit.

14.1 Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

15. Non-Appropriations.

15.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

16. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

17. Modification. The Contract may not be modified except by either a Change Order or an Amendment. Any Change Order or Amendment must be made in writing, utilizing the appropriate Town form, approved by the Town (and Town Council, if necessary) and executed with the same formalities as this original contract.

18. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

[Signature Page Follows]

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

TOWN OF HOLLY SPRINGS:

BY: DocuSigned by: Randy Harrington 3/11/2024
Randy C. Harrington, Town Manager

CONTRACTOR:

Signature: DocuSigned by: Patricia Drummey Stiegel 3/6/2024
Name: Patricia Drummey Stiegel
Title: Vice President

WITNESS:

DocuSigned by: Linda McKinney 3/12/2024
Linda McKinney, Town Clerk

WITNESS:

Title:

Contract Manager: Rachel Ingham

P.O. Number (if applicable) 2024-0466

Approved by: Brettany DeVolld DS BD (initials)

Approved as to form:

DocuSigned by: John Schifano 3/11/2024
John Schifano, Town Attorney

This instrument has been pre-audited in the manner Prescribed by the Local Government Budget and Fiscal Control Act

DocuSigned by: Tina Stroupe 3/11/2024
Tina Stroupe, Director of Finance

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

EXHIBIT A

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

The Town of Holly Springs (Town) owns and operates the Utley Creek Water Reclamation Facility (UCWRF), a wastewater treatment plant designed for a maximum month flow of 6 million gallons per day (mgd). Additionally, the UCWRF has been permitted to discharge up to 8 mgd to Utley Creek, an effluent dominated receiving waterbody. The Town completed an UCWRF Preliminary Engineering Report (PER) that outlined design plans for the 6 to 8 mgd upgrade at the UCWRF site and is currently finalizing an Alternatives Analysis that explores options to expand to up to 15 mgd of wastewater treatment capacity. The scope of this contract will initially include design, permitting and bidding of the 8 mgd expansion as described in the PER, with provisions to expand many of the facilities to 15 mgd in the future. A second phase of engineering services is anticipated to include construction administration and management and construction observation services and may be added by amendment.

100. Facility Plan for Future Flows

a. Planning – To design the expansion to 8 mgd, preliminary planning and design for future flows will be advanced. Projected flows and loads as well as estimated timeline for 10 and 15 mgd expansions will be provided and flows from each interceptor entering the plant will be estimated to determine plant pipe sizing and potential consolidation on site. This will allow the site to be expanded past 8 mgd in a cost-efficient manner.

b. Sizing and Design – This task will include facility sizing, footprints, and location; yard piping; and electrical needs. Deliverable will include site plans, mechanical drawings, and an electrical single line for 10 and 15 mgd, as well as major equipment specifications. The Town may elect to install certain infrastructure during the initial 8 mgd upgrade that will be needed for future upgrades (i.e, increasing a pipe size or placing a casing pipe under a road to avoid re-paving in future).

c. Layout Comparison – Alternative site layouts, particularly around the fine screen facilities and future preliminary treatment and influent pump station, will be evaluated to determine if there are feasible options to reduce costs and improve continuity of plant operations.

d. Future Treatment – Hazen will evaluate the footprint required for the following potential future regulatory drivers, and determine with the Town if space can be allocated on the current site plan:

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

i. Indirect Potable Reuse Train of ozone/BAF/GAC for both the rated annual average plant capacity and the full discharge (2 x maximum month for MBR).

ii. Biosolids PFAS destruction on site with Super Critical Water Oxidation (SCWO) or thermal drying with gasification/pyrolysis.

e. Cost – Hazen will develop Class 4 capital cost estimates (AACE, -30%, +50%) for a phased approach for a 10 mgd and 15 mgd plant. Costs for the 8 mgd expansion will be under Task 200.

200. Preliminary Design of 8 mgd Expansion and Basis of Design Report

This scope assumes design of the Membrane Bioreactor (MBR) liquid train and solids process described in the 2023 PER. A 30% design package for the 8 mgd expansion that includes the following will be reviewed with the Town:

a. Site – Site plans and civil drawings showing 8 mgd with future space for 10 and 15 mgd upgrades.

b. Drawings – Mechanical drawings showing facility layouts, plans and sections as well as isometrics for each unit process. Coordination with structural and architectural, electrical single line drawing, and control system architecture.

c. BOD Report – Brief technical memoranda documenting basis of design for each unit process.

d. Sequencing – Construction Sequencing, Contract Packaging, and Maintenance of Plant Operations. It is anticipated that the first design package will be for the Operations Building; the existing Administration Building is anticipated to be demolished to accommodate the fine screens required for the new treatment process. It is anticipated that the remainder of the plant will be packaged into two construction packages, including a Liquid Train package and a Solids Train package. Hazen will work with the Town to determine if an additional early package is required for supplemental air to the oxidation ditches due to increased industrial loads.

e. Specifications – Major process mechanical equipment specifications, anticipated to include the following:

- Engine Generators
- Fine Screens
- Screening Washer/Compactor
- Odor Control Equipment
- Diffusers
- Submersible Mixers
- Propeller (Window) Pumps
- High Speed Turbo Blowers
- Membrane Bioreactors
- Chemical Storage Tanks
- UV Disinfection

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

- Vertical Turbine Pumps
- Dewatering Centrifuge
- Dewatered Cake Conveyance
- Liquid Polymer Preparation System

f. Cost – Hazen will develop Class 3 capital cost estimates (AACE, -20%, +30%), for each construction package in the 8 mgd expansion.

201. **Geotechnical Evaluation**

Hazen will plan and conduct a phased subsurface investigation to obtain parameters suitable for design and confirm that proposed locations of facilities are viable. Hazen will use a subconsultant to perform this investigation and report. An allowance of $150,000 has been included in the project budget.

202. Survey and Subsurface Utility Engineering (SUE)

Hazen will develop a surveying plan to confirm the elevations and locations of existing property lines, grade, structures, hydraulic elements, and hydraulic grade lines to support verification of data in the hydraulic model and as-build drawings that will be relied upon for design of the expansion. Up to fifty (50) SUE Level A vacuum borings are anticipated to determine the physical location of critical underground utilities for design. Hazen will use a subconsultant to perform this work.

300. Detailed Design of 8 mgd Expansion

a. Preliminary treatment/Conveyance – The influent Parshall flume, mechanical bar screens, and grit system is adequately sized for 8 mgd and will not require any additional modifications or upgrades. Hazen will include design, MOPO considerations and review the hydraulics for cure-in-place or replacement influent pipe between MH4 and JB 2, and will consider conveyance needs on site for future expansion, which may include consolidating pipes, increasing pipe size for future flow, or planning for parallel pipes.

b. Influent pump station – The influent pump station currently conveys screened/degritted influent and RAS to the BNR distribution box. In the expansion to 8 mgd, the existing pumps are anticipated to be adequate to pump influent only to a new fine screening facility upstream of the secondary process. Additional conveyance and yard piping improvements will be required to send peak flows to the converted equalization tanks (current final clarifiers).

c. Fine Screens and BNR distribution – A new 2-mm fine screen facility is required upstream of MBR. Hazen will assist the Town in determining the preferred equipment (centerflow band screens, in-channel rotary drum screens, or enclosed rotary drum screens). The screening facility will incorporate downstream flow distribution of screened influent and RAS to each of the existing oxidation ditches that will be converted to plug flow BNR. The screens will be located outdoors, and the channel and equipment air will be removed

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

and scrubbed. The facility will be designed to accommodate a future design capacity of 15 mgd.

d. Odor Control – A biofilter with carbon polisher, similar to the existing odor control at the headworks, is anticipated for the new fine screen facility. Odor control is not anticipated for the equalization tanks, but provisions can be considered to add covers and odor control in the future.

e. Oxidation Ditches – The UCWRF currently utilizes oxidation ditches with surface aerators for biological nutrient removal. The aeration equipment will be replaced by fine bubble diffusers, and the configuration will be modified to plug flow. Conversion to plug flow will include structural modifications to the basins including new walls and walkways for access to air valves and flow meters. New mixing equipment and NRCY pumps/piping will also be necessary. The facility will be designed to accommodate a future design capacity of 15 mgd.

f. Process Blowers – A new blower building is anticipated to house high speed turbo blowers and the electrical equipment for the process aeration blowers. The facility will be designed for the current loads at 8 mgd and space for additional blowers to accommodate a future flow of 15 mgd. Hazen will work with the Town to determine if airfoil or magnetic bearing style turbo blowers will both be considered in a pre-selection of blowers.

g. MBR – A new membrane bioreactor facility will be constructed downstream of the oxidation ditches. Hazen will assist the town in determining the types and manufacturers to include in a pre-selection of the membranes, which have different design, footprint, and operational requirements. In addition to the membrane bioreactors, a membrane process equipment building will include backpulse storage, permeate pumps, return activated sludge pumps, air scour blowers, and a clean-in-place system with chemical storage.

h. Chemical Facilities

    1. Metal Salt – The UCWRF currently doses sodium aluminate upstream of the final clarifiers for phosphorus removal. Future alum requirements will exceed the existing 400 gallon storage, and a new storage tank of approximately 16,000 gallons will be designed. The existing pumps are anticipated to be maintained, with replacement to a larger size in the future when flows are closer to design flows.

    2. Supplemental Carbon – Supplemental carbon will be needed at maximum month conditions to meet effluent total nitrogen limits. One new 8,000 gallon bulk storage tank with a containment structure is anticipated with heat tracing and insulation, but the existing pumps are anticipated to be maintained. Hazen will work with the Town to determine if this improvement will be part of the initial construction packages or if it can be deferred.

i. Final Clarifier Conversion to Equalization – The facility currently has three 90-foot final clarifiers. Final clarifiers and filters are not necessary with MBR, so all three clarifiers will be converted to equalization. A common low lift pump station will be required to fully empty the final clarifiers to the influent pump

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

station. Additional analysis of peak flows is required to determine when supplemental equalization will be needed to maintain a peaking factor of 2 or less. Design of supplemental equalization can be added by amendment or as an additional service.

j. Disinfection / UV – The existing facility has a single UV channel with two lamp banks and space for a future bank. A new facility with a minimum of two channels is anticipated for disinfection. The facility will include a metal canopy over channels with a separate building for ballast cabinets and controls. Hazen will also evaluate use of a separate, closed vessel reclaimed water UV system for the permeate. UV equipment will be pre-selected. The effluent UV facility will be designed to accommodate a future design capacity of 15 mgd with the addition of new UV banks, or a capacity agreed upon by the Town.

k. Effluent discharge – The existing cascade aerator and Parshall flume are adequately sized for 8 mgd and no new upgrades or replacements are anticipated.

l. Reuse equalization – Plant reuse water will be pumped from downstream of the UV system, and storage/equalization will be provided as part of the UV structure. Under the Additional Services Task and upon authorization, Hazen will discuss the goals for effluent equalization, consider the findings of the on-going Reclaimed Water Master Plan, and, utilizing hourly diurnal flow data, determine the appropriate size, configuration, and location for effluent equalization and pumping to existing off-site elevated storage. No work is anticipated on the off-site RCW system infrastructure.

m. WAS Holding and Transfer – Existing Aerated Sludge Tank and Interchange Tank (formerly Digesters 1 and 2) have adequate WAS holding capacity. Improvements to the WAS Pump Station next to Digester 2 (Interchange Tank) will be required to increase capacity of the transfer pumps. Liquid loadout capability from these pumps will also be provided. A dewatering feed tank with limited hydraulic retention time will provide a buffer between the sludge transfer and dewatering feed. No odor control is anticipated for sludge holding as the WAS is processed quickly.

n. Dewatering Facility – A new dewatering facility will contain new dewatering centrifuges, rotary lobe centrifuge feed pumps, bulk polymer storage, polymer makeup units, and a dewatered cake conveyance system. Electrical and control rooms are also provided for this new facility. A series of screw conveyors is proposed for dewatered cake loadout from the centrifuges to trailers to be hauled by a third party for offsite disposal. Odor dispersion modeling will be conducted to inform a decision by the Town to scrub the building air, discharge to atmosphere, or disperse with an upblast fan. Centrate equalization will also be evaluated, and will be designed or will have provisions to include in the future to buffer flows to the BNR process. The facility will be designed to accommodate a future design capacity of 15 mgd.

o. Operations Building – A new Operations Building is anticipated on the northwest corner of the site. The facility is anticipated to be approximately 7,000 sf. This building is planned to be an early construction package, and help with MOPO to

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

maintain SCADA and control function, as well as continuous lab space, offices, locker rooms, and restrooms will be included. Reclaimed water is expected to be utilized for toilet flushing, with a potable backup.

p. Major Electrical – A second electrical service from Duke Energy is recommended to power new and potentially a portion of existing loads for the facility. Hazen will assist in coordination of the new service and utility transformer. New switchgear will be designed in a building or power center, and a new emergency standby generator will be sized to power the full operating load connected to the gear. A load list for future expansion to 15 mgd will be developed to ensure the electrical equipment is easily expandable for future conditions.

q. Instrumentation and Control – Hazen will work with the Town to incorporate the ongoing SCADA upgrades at UCWRF being completed by Custom Controls Unlimited. A new SCADA room will be included in the Operations Building, and it is anticipated that Hazen will work with the Town to select an integration services provider for continuity and standardization across the plant.

r. Stormwater – Hazen will design required stormwater infrastructure.

s. Cost Estimate – Hazen will develop a capital cost estimate based on the appropriate AACE class at each milestone delivery. The cost estimate will include all of the necessary upgrades to the liquid / solids treatment trains at the UCWRF for 8 mgd. Operations and maintenance estimates are not included for each alternative in this scope.

301. Bid Phase Services

a. Bid Document Administration – Hazen shall assist the Town with preparing an advertisement for bid and coordinate distribution of electronic contract documents for bidding to all bidders.

b. Pre-Bid Conference – Hazen shall make a formal presentation of the project at the pre-bid conference and be available to answer contractor questions/comments regarding the work.

c. Prepare Addenda – Hazen shall receive contractor questions regarding the work, investigate and prepare appropriate answers in addendums to the contract documents. Engineer shall evaluate any alternates to the named manufacturers as specified in the bid form and reject or approve the submitted alternates. Responses shall include modifications to the documents, supplemental specifications and/or drawings as required to clearly communicate the intent of the work.

d. Evaluate Bids – Hazen shall assist the Town in the review and evaluation of the bids. Hazen shall prepare a letter of recommendation and attend the Town Council meeting to support the recommendation, if required.

e. Conformed Documents – Hazen shall conform contract documents incorporating all changes by addenda at the end of the Bid Period and issue conformed documents as described in Deliverables.

f. The scope of services for this work is based upon bidding and constructing the project as three construction projects (Operations Building, Liquid Train

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

Expansion and Improvement, and Solid Train Expansion and Improvement) and on a maximum eight week bid period for each project. A maximum of two rounds of bids for each bid package are included in this scope. Packaging of the project into additional bid packages/contracts may be included under Additional Services.

400. Permitting and Environmental Review

1. Hazen will work with the Town to provide assistance in obtaining permits required for design and bidding of the project. Assistance shall include preparation of permit submittal forms to accompany design documents, meetings with permitting agencies and Town staff, and responding to permitting agency comments. The Town shall reimburse Hazen and Sawyer for all permit submittal fees levied by the permitting review agencies out of the additional services allowance.

2. Projected permits include:
    1) NC DEQ Authorization To Construct (ATC) for up to two construction projects (not needed for Operations Building)
    2) NCDENR Erosion and Sedimentation Control (3 projects)
    3) DOT Encroachment Agreements
    4) Army Corps of Engineer Permitting as required for construction activities and final facilities (401/404 permitting)
    5) Town of Holly Springs Site Plan Process (3 projects)
    6) FEMA Conditional Letter of Map Revision (CLOMR) Planning and Modeling
    7) Other permitting/regulatory needs that may arise.

500. Project Management and Meetings

a. Meetings and Workshops

Meetings are generally expected to be held in-person at Town or Hazen facilities, and are expected to include the following meetings and workshops:

i. Design Kick-Off Meeting
ii. Operations Building Review
iii. Liquid Treatment Basis of Design
iv. Solids Treatment Basis of Design
v. Initial Construction Sequencing and Site Planning Meeting
vi. Operations and Maintenance Focused Workshops (Liquid and Solid)
vii. Equipment pre-selection workshops
viii. Milestone Workshops (For each package at 30, 60, and 90% design)
ix. Functional Control Descriptions Review
x. Maintenance of Plant Operations
xi. Final Review Meeting

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

b. Integration Services Selection – Hazen shall assist the Town in procuring a Systems Integrator for the Utley Creek WRF Expansion to 8 MGD. The procurements shall be qualifications based and shall include a cost component such as hourly rates. Engineer shall negotiate integrator scope and price for each bid package during final design.

c. Equipment Pre-Selection – Hazen will assist the Town in competitive pre-selection of specialty, long-lead time equipment that requires a tailored design approach. This is anticipated to include the following equipment:
   i. Membrane Bioreactors
   ii. High Speed Turbo Blowers
   iii. UV Disinfection Equipment
   iv. Solids Dewatering Equipment
   v. Generators (if needed for schedule)
   vi. Fine Screens (depending on technology)

d. Decision and Cost Log – Provide a decision-making log for all decisions that must be made while completing the work, identifying the decision to be made, decision-making responsibility, date the decision need is first identified, date the decision is made, and cost impact. Provide an update to this log at the beginning of each management meeting and identify critical path issues. Assist the Town in developing a plan for issue resolutions to maintain the project schedule.

e. Project Management- Provide monthly invoices and schedule updates. Coordinate additional meetings and calls required to manage the project and communicate with the Town. This task will also include financing and funding assistance for this project.

600. QA/QC

Hazen will conduct and demonstrate an effective QA/QC program throughout the course of the project in accordance with our established policy. Reviews include each discipline, operability, constructability, safety, cross-discipline checks, and general reviews.

900. Project Expenses

Expenses including copies/reproduction, mileage, and other direct costs will be billed as established in Schedule B.

901. Additional Services

Upon written request from the Town, Hazen will perform the following tasks:

a. Value engineering and schedule enhancement services (i.e. additional packages, temporary air systems, or other design services)

b. Industrial load evaluations

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

c. Additional CLOMR permitting and Floodplain Development Permit if required for 8 mgd expansion

d. Permitting and sampling for expansion beyond 8 mgd

e. Additional design of odor control or covers for equalization tanks

f. Evaluation and design of Reclaimed Water Storage

g. Sustainability Evaluations including LEED for the Operations Building and Envision for the project

h. Public outreach, stakeholder communication and website, brochures, and or videos

i. Other requests or design not included above

PROJECT DELIVERABLES

Hazen agrees to deliver to the Town in a timely and proper manner the items set forth below, which shall become the property of Town and may be used by the Town without restriction or limitation:

a. Geotechnical and Survey Data
b. Equipment Pre-selection Request for Qualifications, including detailed equipment specifications
c. Contract documents including drawings and specifications, and cost estimates at the following submittal milestones:
    1) BODR/30%
    2) 60%
    3) 90%
    4) Bid Ready Submittals

    Three half size copies, two full size copies, and electronic copies in PDF shall be provided for each milestone. Specifications shall be provided in searchable PDF format.
d. Conformed contract documents incorporating all changes by addenda at the end of the Bid Period. Three half size sets, two full size sets, and electronic copies in PDF shall be provided.

TIME OF COMPLETION

All work shall be completed within 570 days from the Notice to Proceed. Proposed schedule is as follows. Schedule allows for 2 weeks for comments from the Town on each deliverable:

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

Milestone Description	Days from NTP (Tentative Date)
Engineer Notice-To-Proceed	April 3, 2024*
Draft BODR	120 days (Aug 1, 2024)
30% Design and Final BODR	180 days (Sept 30, 2024)
Submit 60% Ops Building Design	210 days (Oct 30, 2024)
Submit 100% Ops Building Design	300 days (Jan 28, 2025)
Bid Date for Ops Building	Est. March/April 2025
Final Completion for Ops Building	Est. April/May 2026
Submit 60% Design	330 days (Feb 27, 2025)
Submit 90% Design	480 days (July 7, 2025)
Submit 100% Design	570 days (Oct 27, 2025)

*assumes approval at March 2024 Town Council

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

COMPENSATION**

Town of Holly Springs

Utley Creek WRF 8 MGD Design

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Compensation shall be on a not-to-exceed basis as follows:

1. Each hour of service rendered as a direct charge to this contract shall be billed according to employee classification as follows:

	Hourly Rates
Vice President	$351
Senior Associate	$292
Associate	$257
Senior Principal Engineer	$222
Principal Engineer	$199
Assistant Engineer	$158
Principal Designer	$198
Designer	$158

2. Mileage costs directly chargeable to this project shall be billed at the ENGINEERS' standard employee reimbursement rate, as established by the United States Internal Revenue Service. Other travel costs shall be billed at direct cost.
3. Work done by others on a subcontract basis shall be billed at actual cost to the ENGINEERS, plus ten percent (10%), recognizing the increase in liability insurance premiums and administrative costs.
4. Any funds not utilized in one task or phase may be utilized in subsequent phases.

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

TASK NAME	AMOUNT
100 Facility Plan	$606,679
200 Preliminary Design	$1,373,474
300 Detailed Design	$6,986,711
400 Permitting and Environmental	$492,835
500 Project Management and Meetings	$842,435
600 QA/QC	$311,372
901 Additional Services	$914,237
Subconsultants	$825,000
Direct Costs	$61,274
TOTAL	**$12,414,016**

****All confidential material has been omitted from this Exhibit per the request of the Contractor**

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

EXHIBIT B

_____ **Insurance requirement waived**

Approved by: _____

Printed Name: John Schifano

____X___ **Certificate of Insurance attached**

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER A : American Casualty Co of Reading, PA A(XV)	20427
	INSURER B : Continental Insurance Company A(XV)	35289
	INSURER C : Continental Casualty Company (CNA) A, XV	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7036845683	3/29/2023	3/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			7036845635	3/29/2023	3/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ $ $ $ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7036845649	3/29/2023	3/29/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7036845652	3/29/2023	3/29/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2023	3/29/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ALL PROJECTS/OPERATIONS

Town of Holly Springs, NC is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and
Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Town of Holly Springs, NC
128 S Main Street
Post Office Box 8
Holly Springs, NC 27540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, Patricia Drummey Stiegel (the individual attesting below), being duly authorized by and on behalf of **Hazen and Sawyer** (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES x
b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated: 3/6/2024

Signature of Affiant: Patricia Drummey Stiegel

Print or Type Name: Patricia Drummey Stiegel

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

Exhibit B
Byrd Anti-Lobbying Certification

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

BYRD ANTI-LOBBYING CERTIFICATION

RFQ# 22-010 Design of the Utley Creek Water Reclamation Facility 6-8 MGD Upgrade

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Hazen and Sawyer (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Patricia N Drumney Stiegel
(Print Name)

Authorized Signature

10/31/24
Date

Hazen and Sawyer
Company Name

4011 Westchase Blvd
Address

Raleigh NC 27713
City/State/Zip

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

Exhibit C
Certification Regarding Debarment, Suspension and Other Responsibility Matters

Docusign Envelope ID: ECF67B74-E2D2-47DA-9490-6EE0E9699236

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

RFQ# 22-010 Design of the Utley Creek Water Reclamation Facility 6-8 MGD Upgrade

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☑ **I hereby certify as stated above:**

Patricia N Drummey Stiegel
(Print Name)

Signature

Vice President
Title

10/31/24
Date

☐ **I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

(Print Name)

Signature

Title

Date

CLIENT: ***Town of Holly Springs***

CONSULTANT: ***Hazen and Sawyer***

PROJECT: ***Utley Creek Water Reclamation Facility 8 mgd Expansion***

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT №. 2

This **Amendment** dated the 6th day of August, 2025 to the Agreement for Professional Services (the "Agreement") dated the 6th day of August, 2025 is made and entered into between Town of Holly Springs ("***CLIENT***") and Hazen and Sawyer ("***CONSULTANT"***), collectively, "the Parties."

WHEREAS the Parties desire to amend **"SCHEDULE A – SCOPE OF SERVICES**" and "**SCHEDULE B – COMPENSATION"** of the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, ***CLIENT*** and ***HAZEN*** agree to modify the following paragraphs of the Agreement:

SCHEDULE A – SCOPE OF SERVICES

The Scope of Services currently authorized to be performed by ***HAZEN*** in accordance with the Agreement and previous Amendments, if any, is modified as follows:

On page 17, add the following section after "901. Additional Services":

"902. Construction Phase Services

a. Construction Administration Office Services for the Lab and Operators Building

i. Initiation of Project – Hazen shall prepare documents for the Town to enter a contract with a General Contractor and initiate construction, including Notice of Award, Review of Insurance, Preparation of Construction Contracts for Execution, and Notice to Proceed for the Utley Creek Water Reclamation Facility Lab and Operators Building. The ENGINEER will set up the meeting, prepare the agenda for, and conduct a pre-construction meeting. Minutes of the meeting will be prepared and distributed to all attendees.

ii. Project Management – Hazen shall be responsible for overall project management for the project on behalf of the Town. Hazen shall direct the construction observation activities and shall receive and review all Daily Construction Observation Progress Reports. Hazen shall maintain all documentation of project activities on behalf of the Town. This task also includes project management time to provide full oversight and tracking of the Construction Administration Services Budget and preparing the monthly Construction Administration Services project invoice, and communicating updates as required to the

Town. To facilitate communication between the Town, the Contractor, and Hazen, project records shall be managed utilizing Procore. This task includes setting up the project in Procore and managing access for all parties.

iii. Progress Review Meetings – Hazen shall schedule, prepare for, attend, and conduct progress meetings at the project site, or other agreed upon location, to include the Town's personnel and the Contractor's representative. These meetings shall be normally held on a once-per-month basis. During critical times of construction, the meetings may be held every two weeks. Minutes of the meetings will be prepared and distributed to all attendees and key project team members. Hazen will verify that the Contractor is responsive to Owner and/or Engineer concerns expressed during the course of the construction project, including maintaining the project schedule.

iv. Submittal Review - Schedule, Shop Drawing, Other Submittals – Hazen shall review and generate comments on the Contractor's proposed preliminary project CPM schedule, schedule of values and shop drawing submission schedule. Hazen shall assist the Town with discussions with the Contractor related to requirements of the Contract, and sequencing of construction. Hazen will track, manage, log-in, and update all documentation associated with submittals and submittal logs. Autodesk ACC Build (project controls software) will be utilized to provide project team members access to all logs, reports, agendas, meeting minutes etc. Hazen will consolidate shop drawing review comments and prepare final transmittals for distribution to File, Engineer, Owner, and Contractor. Requests for Information (RFIs) and Clarifications – Hazen shall receive and review and respond to RFIs in a timely manner. Hazen shall provide field clarifications on an as-needed basis. Hazen shall provide written responses to RFIs incorporating clarifications of the design intent and the Town decisions where required.

v. Field Orders (FOs), Request for Proposals (RFPs), Work Change Directives (WCDs), and Change Orders (COs) – Hazen shall prepare FOs, RFPs, WCDs, and COs as required. FOs will be prepared for minor changes to the Contract Documents. RFPs, WCDs, and COs will be prepared for items of work outside of the defined scope of work in the plans and specifications. Such documents may be developed for additions to or deletions from the project based on unforeseen conditions and/or the Town's requests. Hazen shall respond to any clarifications requested by the Contractor regarding the RFPs. Hazen shall develop an engineer's estimate of the cost impacts of the RFP to the project and make recommendations to the Town regarding the appropriateness of Contractor pricing on such proposals. Should the Contractor submit claims related to the project and/or modifications become necessary to meet the Town's needs for the project, the Engineer shall review claims and/or proposed modifications and advise the Town on the approach for resolution of the related issues. Hazen shall review justification for all claims for modifications to the project cost and/or schedule and develop recommendations to the Town for the fair and equitable resolution of such claims.

vi. Pay Requisition Review – Hazen shall review Contractor pay requisitions for work completed. Hazen will verify the appropriateness of the pay requests, the state of completion of the work and the proper storage and maintenance of Contractor stored materials. Hazen shall forward the Contractor's pay requisitions along with the recommendation for payment to the Town in a timely manner.

vii. Start-Up and Operations Assistance – Hazen shall provide project specific operations assistance as the project construction is being completed and the plant is being placed into service. It is anticipated that this will involve senior level engineers from various disciplines and specialties and will consist of on-site, video conferencing and telephone assistance adapted to address specific areas of concern by the Town. Hazen will issue Certificates of Substantial and Final Completion to the Contractor and verify all required Building Inspections are completed by the Contractor as required.

viii. Prepare Record Drawings – Using information provided by the Contractor, confirmed by on-site observations, Hazen shall provide Record Drawings of the project. Hazen shall confirm the validity of the record drawing information provided by the Contractor by using digital photographs and other techniques to provide records of construction details. Record Drawings will be furnished in hard copy and electronically in AutoCAD or Revit latest release and in PDF format. Supporting documentation that validates the record drawings will also be provided in electronic format. Hazen shall verify and certify that the project has been constructed in accordance with the contract documents.

b. Construction Administration Field Services for the Lab and Operators Building

Construction Administration Field Services are based upon a total construction duration of 18 months. An increase or decrease in the total project construction time would directly impact on the scope of these services.

i. Hazen shall provide a qualified Resident Project Representative (RPR) to observe progress and quality of the Work. The fee associated with Field Services is based on 1.5 days/week RPR support for the first six (6) months and full-time representation at the site for the remaining twelve (12) months of construction.

1. Through observations of the Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Hazen shall endeavor to provide further protection for the Town against defects and deficiencies in the Work. However, Engineer and Engineer's RPR shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall they have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

2. The duties and responsibilities of the RPR are limited to those of the Engineer in the Agreement with the Town and in the Contract Documents, and are further limited and described as follows:

a) *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and

Contractor, keeping the Town advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with the Town with the knowledge of and under the direction of Engineer.

b) *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Hazen concerning acceptability.

c) *Conferences and Meetings:* Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

d) *Liaison:* Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents. Assist Engineer in serving as Town's liaison with Contractor when Contractor's operations affect Town's on-site operations. Assist in obtaining from Town additional details or information, when required for proper execution of the Work.

e) *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

f) *Shop Drawings and Samples:* Record date of receipt of Samples and approved Shop Drawings. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

g) *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

h) *Review of Work* and *Rejection of Defective Work:* Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR

believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

i) *Inspections, Tests, and System Startups:* Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Town's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

j) *Records:* Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents. Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment. Maintain detailed records for use in preparing Project documentation. The resident project representative will maintain detailed records of locations of underground construction and deviations from the contract construction drawings for preparation of as-built record drawings by the Engineer. These records shall be discussed with the contractor at least on a monthly basis to ensure that all locations and deviations are recorded. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer for subsequent submittal to the Town.

k) *Reports:* Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Furnish to Engineer and Town copies of all inspection, test, and system startup reports. Report immediately to the Engineer the occurrence of any site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

l) *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

m) *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Town prior to payment for that part of the Work.

n) *Completion:* Before the Engineer issues a Certificate of Substantial Completion for each of the three potential substantial completions allowed by the contract, submit to Contractor a list of observed items requiring completion or correction. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work. Participate in a final inspection in the company of the Engineer, Town, and Contractor and prepare a final list of items to be completed or corrected. Observe whether all items on final list have been completed or corrected and make recommendations to the Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

ii. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Town or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize the Town to occupy the Project in whole or in part.

iii. Supplemental Inspections will be conducted as necessary by project design team members and/or discipline specialists (Civil, Structural, Architectural, HVAC, Plumbing, Electrical, Instrumentation & Controls).

c. Third-Party Testing & Special Inspections

Soil and Concrete Materials Testing – Hazen shall provide the services of a sub-consultant geotechnical and construction materials engineer for soil and concrete materials testing during construction. The soil and concrete materials testing subconsultant shall be GeoTechnologies. Hazen shall be responsible for notifying the materials testing firm when its services are needed. Costs of the materials testing services shall be invoiced to the Town as part of the monthly invoicing. By including these subconsultant services in this agreement, Hazen shall ensure that in subconsultant agreements all subconsultants shall be responsible and/or liable for the accuracy and/or sufficiency of subconsultant's work.

SCHEDULE B – COMPENSATION

For the additional and/or changed services, ***CLIENT*** shall pay ***HAZEN*** the following additional compensation:

1. Each hour of service rendered as a direct charge to this contract shall be billed according to employee classifications below:

Title	Hourly Rate
Vice President	$ 373
Associate Vice President	$ 340
Senior Associate	$ 310
Associate	$ 273
Senior Principal Engineer / RTR	$ 236
Principal Engineer / Senior Principal Designer	$ 210
Assistant Engineer / Scientist / Designer	$ 168

2. Mileage costs directly chargeable to this project shall be billed at the ENGINEERS' standard employee reimbursement rate, as established by the United States Internal Revenue Service. Other travel costs shall be billed at direct cost.

3. Work done by others on a subcontract basis shall be billed at actual cost to the ENGINEERS, plus ten percent (10%), recognizing the increase in liability insurance premiums and administrative costs.

4. Any funds not utilized in one task or phase may be utilized in subsequent phases.

TASK NAME	AMOUNT
Office Services	$ 682,128
Field Services	$ 694,890
Third-Party	$ 217,098
TOTAL	**$ 1,594,116**

This Amendment 2 increases the Current Agreement Maximum Amount from **$12,414,016** by $**1,594,116** to a Revised Maximum Amount of **$14,008,132**. The cost of the additional and/or changed services shall not exceed **$1,594,116.**

Payments to ***HAZEN*** will be made based upon monthly invoices that include lump sum progress payments for Office Services Field Services, and time and materials with a 10% markup for Third-Party Testing and Special Inspections.

CLIENT and ***HAZEN*** hereby agree to modify the Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or partners, and is made effective the latest date and year written below:

Town of Holly Springs

By: _____

Signature Date

_____

Print Name of Person Signing Date

_____

Title of Person Signing Date

_____

Witness Date

Hazen and Sawyer

By: _____

Signature Date

Patricia Drummey Stiegel

Print Name of Person Signing Date

Vice President

Title of Person Signing Date

_____

Witness Date

CLIENT: ***Town of Holly Springs***

CONSULTANT: ***Hazen and Sawyer***

PROJECT: ***Utley Creek Water Reclamation Facility 8 mgd Expansion***

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT №. 3

This **Amendment** dated the 6th day of August, 2025 to the Agreement for Professional Services (the "Agreement") dated the 6th day of August, 2025 is made and entered into between Town of Holly Springs ("***CLIENT***") and Hazen and Sawyer ("***CONSULTANT"***), collectively, "the Parties."

WHEREAS the Parties desire to amend **"SCHEDULE A – SCOPE OF SERVICES**" and "**SCHEDULE B – COMPENSATION"** of the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, ***CLIENT*** and ***HAZEN*** agree to modify the following paragraphs of the Agreement:

SCHEDULE A – SCOPE OF SERVICES

The Scope of Services currently authorized to be performed by ***HAZEN*** in accordance with the Agreement and previous Amendments, if any, is modified as follows:

On page 17, add the following section after "901. Additional Services":

a. Value Engineering

The Town elected to perform a Value Engineering (VE) session after the 60% design to reduce the overall project costs. The team performed VE of the following facilities to save the Town approximately $44M in capital construction costs:

i. Oxidation Ditches – Hazen shall provide analysis and re-design to reduce the costs of the BNR conversion, including analyzing plug flow vs. ditch configuration, re-sizing air piping, and evaluating retrofit of 2 of 3 basins. Re-design costs include air piping sizing, draining, and walkway modifications.

ii. Blowers – Hazen shall provide analysis and re-design to reduce the redundancy in the blower equipment and make the size of the facility smaller.

iii. UV Disinfection – Hazen shall provide services to design rehabilitation of the existing UV channel, and analyze water quality data to support this in the Authorization to Construct application.

iv. Dewatering facility – Hazen shall re-design the dewatering facility to reduce the footprint and cost, including the complete re-design of structural and architectural components.

b. Permitting and Sampling beyond 8 mgd

Additional sampling and data analysis of Haris Lake by Tetra Tech and Hazen to continue to explore options to expand beyond 8 mgd, as requested by the Town.

c. Design of Odor Control Tanks

Hazen shall design odor control for the diurnal equalization tank.

d. Other Services

Contractor pre-qualification and Sourcewell procurement for schedule and cost improvement.

SCHEDULE B – COMPENSATION

For the additional and/or changed services, ***CLIENT*** shall pay ***HAZEN*** the following additional compensation:

1. Each hour of service rendered as a direct charge to this contract shall be billed according to employee classifications below:

Title	Hourly Rate
Vice President	$ 373
Associate Vice President	$ 340
Senior Associate	$ 310
Associate	$ 273
Senior Principal Engineer / RTR	$ 236
Principal Engineer / Senior Principal Designer	$ 210
Assistant Engineer / Scientist / Designer	$ 168

2. Mileage costs directly chargeable to this project shall be billed at the ENGINEERS' standard employee reimbursement rate, as established by the United States Internal Revenue Service. Other travel costs shall be billed at direct cost.

3. Work done by others on a subcontract basis shall be billed at actual cost to the ENGINEERS, plus ten percent (10%), recognizing the increase in liability insurance premiums and administrative costs.

4. Any funds not utilized in one task or phase may be utilized in subsequent phases.

TASK NAME	AMOUNT
Value Engineering	$ 1,088,585
Permitting and Sampling beyond 8 mgd	$ 20,000
Design of Odor Control for EQ	$ 177,047
Other Services	$ 80,978
TOTAL	**$ 1,366,610**

This **Amendment 3** increases the Current Agreement Maximum Amount from **$14,008,132** by **$1,366,610** to a Revised Maximum Amount of **$15,374,742**. The cost of the additional and/or changed services shall not exceed **$1,366,610.**

Payments to ***HAZEN*** will be made based upon monthly invoices that include lump sum progress payments for Office Services Field Services, and time and materials with a 10% markup for Third-Party Testing and Special Inspections.

CLIENT and ***HAZEN*** hereby agree to modify the Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or partners, and is made effective the latest date and year written below:

Town of Holly Springs

By: _____

Signature Date

_____

Print Name of Person Signing Date

_____

Title of Person Signing Date

_____

Witness Date

Hazen and Sawyer

By: _____

Signature Date

Patricia Drummey Stiegel

Print Name of Person Signing Date

_Vice President_____

Title of Person Signing Date

_____

Witness Date

DETAILED BID TABULATION
UCWRF - Lab & Operators Building
SINGLE PRIME CONTRACT
BIDS RECIEVED - JULY 24, 2025 @ 2:00 P.M.

				O'Connor Co. of N.C., Inc.	Msquare Construction, Inc.	Shook Construction Co., T/A Shook Construction Co., Inc.
Bid Item	**Description**	**Qty.**	**Unit**	**Total Amount**	**Total Amount**	**Total Amount**
1	All work for the construction of the Utley Creek WRF Lab and Operations Building (excludes items 2-7)	1	Lump Sum	$8,787,500.00	$7,805,279.00	$8,840,019.00
2	Mobilization	1	Lump Sum	$287,500.00	$120,000.00	$200,000.00
3	Clearing and Grubbing	1	Lump Sum	$468,750.00	$113,000.00	$125,348.00
4	Erosion and Sediment Control	1	Lump Sum	$256,250.00	$1,104,997.00	$328,067.00
5	Excavation (Unclassified)	1	Lump Sum	$500,000.00	$1,831,724.00	$4,384,250.00
6	Lab Equipment Allowance	1	Lump Sum	$45,000.00	$45,000.00	$45,000.00
7	Furniture Allowance	1	Lump Sum	$170,000.00	$170,000.00	$170,000.00
TOTAL SINGLE PRIME BASE BID AMOUNT (SUM OF ITEMS 1 THROUGH 7, INCLUSIVE)				**$10,515,000.00**	**$11,190,000.00**	**$14,092,684.00**
	Deductive Project Items:					
D-1	Replace building façade Modular Brick Veneer with CMU Block Veneer	1	Lump Sum	($100,000.00)	($16,500.00)	$10,000.00
D-2	Reduce covered patio canopy length by 18'-10"	1	Lump Sum	($28,000.00)	($7,000.00)	($23,000.00)
D-3	Reduce parapet height by 1'-4"	1	Lump Sum	($15,500.00)	($15,000.00)	($27,000.00)
D-4	Removal of active recreation trail around SCM #1 (one bench, bicycle rack, and landscaping components)	1	Lump Sum	($9,500.00)	($29,000.00)	($24,500.00)
TOTAL SINGLE PRIME BID AMOUNT (SUM OF ITEMS D-1 THROUGH D-4 AND ALL DEDUCTIVE ALTERNATES)				**($153,000.00)**	**($67,500.00)**	**($64,500.00)**
TOTAL SINGLE PRIME BID AMOUNT INCLUDING ALL DEDUCTIVE ALTERNATES				**$10,362,000.00**	**$11,122,500.00**	**$14,028,184.00**
	Additive Project Items:					
A-1	Furnish and install complete NexION 1100 ICP-MS system	1	Lump Sum	$270,000.00	$66,000.00	$293,875.00
A-2	Use darker finish for aluminum coping and canopy	1	Lump Sum	$0.00	$3,300.00	$35,000.00
A-3	Use darker finish for aluminum sunshades	1	Lump Sum	$8,100.00	$2,650.00	$12,000.00
TOTAL SINGLE PRIME BID AMOUNT (SUM OF ITEMS A-1 THROUGH A-3 AND ALL ADDITIVE ALTERNATES)				**$278,100.00**	**$71,950.00**	**$340,875.00**
TOTAL SINGLE PRIME BID AMOUNT INCLUDING ALL ADDITIVE ALTERNATES				**$10,793,100.00**	**$11,261,950.00**	**$14,433,559.00**
TOTAL SINGLE PRIME BID AMOUNT INCLUDING ALL ALTERNATES				**$10,640,100.00**	**$11,194,450.00**	**$14,369,059.00**

Contract Awarded: $10,793,100

CERTIFICATION

The Bids tabulated herein were opened and read aloud at 2:00 p.m. on the 24th day of July 2025 at the Town Hall Council Chambers, 128 S. Main St., Holly Springs, North Carolina. The tabulation is correct in that it contains the Bid prices as presented on the original Bid Form of each Bidder based upon the Bidder's sum of the extended amounts for each Lump Sum Bid Item as required by Section 00510.

NORTH CAROLINA PROFESSIONAL SEAL 048846 ENGINEER MICHELLE MAYER

7/31/25

SECTION 00300
BID PROPOSAL ("Proposal")

TO: THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA ("Owner")

FROM: "BIDDER" O'Connor Co of N.C., Inc.

ADDRESS 312 Fields Dr, Aberdeen, NC 28315

DATE OF BID July 24th, 2025

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of HOLLY SPRINGS, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

UTLEY CREEK WATER RECLAMATION FACILITY LAB & OPERATORS BUILDING

for the Town of HOLLY SPRINGS, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, ~~a certified check in the amount of (must be dollar amount): _____ Dollars ($_____), or~~ a Bid Bond, in the amount of five percent (5%) of the total aggregate amount of the Base Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

Base Bid Amount will be for all Work for the Lab and Operations Building as shown on the drawings and in the Contract Documents. This project includes all Work for construction and furnishing of a 7,900 square foot administrative building. This Work includes all site civil changes including clearing, grading, erosion and sedimentation control, excavation, construction of roads, installation of underground utilities, and allowances.

Deductive Bid Alternate Bid No. 1 will be for all Work related to brick/block façade materials. This Work includes use of CMU block in place of brick for building façade. Refer to drawing A812, Section 00400 and Section 04 20 00, for additional clarification.

Deductive Bid Alternate Bid No. 2 will be for all Work related to the covered patio canopy. This Work includes reduction of the covered patio canopy length by 18'-10". Refer to drawing A809 and Section 00400, for additional clarification.

Deductive Bid Alternate Bid No. 3 will be for all Work related to building parapet. This Work is shall be priced based on brick façade and includes reduction of building parapet height to 1'-4". Refer to drawing A808 and Section 00400, for additional clarification.

Deductive Bid Alternate Bid No. 4 will be for all Work related to landscaping. This Work includes removal of the active recreation trail round SCM #1, one bench, the bicycle rack, and a portion of the landscaping. Refer to drawing C901 and Section 00400, for additional clarification.

Additive Bid Alternate Bid No. 1 will be for all Work related to furnishing and installation of a complete NexION 1100 ICP-MS system. Refer to Section 00400 and Appendix B of the Contract Documents for additional clarification.

Additive Bid Alternate Bid No. 2 will be for all Work related to providing a darker finish for the aluminum canopies and coping. Refer to drawing A812 and, for additional clarification.

Additive Bid Alternate Bid No. 3 will be for all Work related to providing a darker finish for the aluminum sunshades. Refer to drawing A812 and Section 00400, for additional clarification.

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

** Fill in appropriate Addenda number(s):

Addendum #__1__ Dated 5/20/25
Addendum #__2__ Dated 5/27/25
Addendum #__3__ Dated 5/29/25
Addendum #__4__ Dated 6/18/25
Addendum #__5__ Dated 6/30/25
Addendum #__6__ Dated 7/18/25

THAT: The rights of the Owner and the recommendations of the Consulting Engineers shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Awarded Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bidder shall submit, herewith, drawings, or cuts and Specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, ~~the certified check, in the amount of (must be dollar amount): _____ Dollars ($_____) or~~ the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within fifteen (15) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, ~~the certified check, in the amount of (must be dollar amount): _____ Dollars ($_____), or~~ the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The Bidder shall be required to submit a complete detailed itemized unit cost breakdown of the Bid Items on the Itemized Bid Proposal form in Section 00510 along with a computed Lump Sum Bid Price amount with this proposal.

THAT: It is the intent of these Contract Documents to obtain a Contract based on Unit Prices with project awarded based upon the lowest qualified total bid based upon unit prices applied to the estimated quantities. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and privilege licenses required under North Carolina state laws governing their respective trade(s).

THAT: Notice to Proceed and project available shall occur within 60 days of award of contract by the Town Council.

BID PROPOSAL

GENERAL CONSTRUCTION
FOR THE

Utley Creek Water Reclamation Facility Lab & Operators Building
- Holly Springs, NC

Town of Holly Springs Project No. 22-010a
(the "Project")

ITEMIZED PROPOSAL

The attached itemized list of work items and materials shall be made a part of this contract along with the completed price per unit of work item. The itemized bid proposal shall consist of the full completion of this list supplemented with any work item the contractor deems necessary to complete the project.

The Lump Sum base bid shall include all work including furnishing and installing all labor, equipment, materials, and piping required for the construction of the Utley Creek Water Reclamation Facility Lab and Operators Building as indicated in the Contract Documents exclusive of unit price pay items included in the Itemized Proposal (00510). The TOTAL "BID" PRICE shall include all Lump Sum and Unit Price items. The TOTAL "BID" PRICE shall include all sales taxes.

TOTAL "BID" PRICE for the construction of the Project complete as indicated by the Contract Documents (in words and figures):

Ten million five hundred and fifteen thousand _____ Dollars

and Ø zero Cents ($ Ø)

Bidder O'Connor Co of N.C., Inc.
(Print)

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-8. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

EQUIPMENT/MATERIALS	MANUFACTURER
Cold-formed Metal Frame System	Clark- Dietrich
Storefront and Integral Sunshade	YKK
Metal Panel System	Geo Iam
Cold Formed Metal Truss System	J4 Truss LLC
Exterior Canopies	Charlotte Tent & Awning - Elite Dock
Laboratory Casework	Bmc Industries

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFIED LIST OF SUBCONTRACTORS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Subcontractors to be used in the performance of work to be done on said Project. The list of Subcontractors shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

AREA OF SPECALIZATION	SUBCONTRACTOR, LICENSE NO.	
General	O'Connor CO of N.C., Inc	58959
HVAC	Eco-Green Air	23332
Electrical	Spark Power	37867
Plumbing	Heckaday Mechanical Corp	11291
Roofing	Capital City Roofing	44675
Cold-formed Metal Frame System	LC Contracting	n/a
Laboratory Casework	LDC Scientific	n/a
Exterior Canopies	Charlotte Tent & Awning	n/a
Storefront and Integral Sunshade	Esher Ornamental Metal & Glass	n/a
Metal Panel System	Metal Roofing Corp	38827
Cold Formed Metal Truss System	J4 Construction, LLC	n/a

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

O'Connor Co of N.C., Inc.
[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

O'CONNOR COMPANY OF N.C. INC. CORPORATION SEAL 1996 North Carolina

NAME OF SIGNER: Zach Froio
(Please Print or Type)

TITLE OF SIGNER: VP of Operations
(Please Print or Type)

DATE: 7/24/25

BID SECURITY:

Accompanying this Proposal is a (1) Bid Bond in the amount of (2) Five hundred twenty five thousand seven hundred and fifty Dollars ($ 525,750.00).

NOTE: (1) Insert the words "bank draft," "certified check," "bid bond", "cash", or "cashiers check", as the case may be.

(2) Amount must be equal to at least five percent (5%) of the total Base Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is 58959.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

(SIGNATURE PAGE)

Dated July 24th, 20 25.

O'Connor Co of N.C., Inc. (SEAL)
Bidder—Legal Entity

By: _____ (SEAL)
(SIGN HERE)

SEAL-if corporation

Zach Froio, VP of Operations
Printed Name

312 Fields Dr, Aberdeen, NC 28315
Address

(315) 247-4934
Telephone No.

Subscribed and sworn to before me this 24th day of July, 2025

Notary Public

My Commission Expires:
1/11/27

KRISTIN O'CONNELL
Notary Public, State of New Jersey
My Commission Expires Jan 11, 2027

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on July 24, 2025, 20__.

The name of the PRINCIPAL is O'Connor Company of, N.C. Inc. (1)

Corporation (2)

The name of the SURETY is Nationwide Mutual Insurance Company

1100 Locust Street, Dept. 2006, Des Moines, IA-50391-2006

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the OWNER.

The amount of the Bond is Five Percent of the Amount Bid

(Dollars) ($ 5%)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

Utley Creek Water Reclamation Facility Lab & Operators Building – Holly Springs, NC as described by a document entitled " Project Manual for Utley Creek Water Reclamation Facility Lab and Operators Building, Project No. 22-010a dated, April 2025 by the Town of Holly Springs

NOW, THEREFORE

(a) If said Bid Proposal shall be rejected; or in the alternate,

(b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal) Secretary
(SEAL)

O'Connor Company of, N.C. Inc.
Principal

BY: _____ (3)

312 Fields Drive, Aberdeen, NC 28315
(Address)

Witness as to Principal

312 Fields Dr, Aberdeen, NC 28315
(Address)

ATTEST:

n/a
N. C. Resident Agent
(SEAL)

Nationwide Mutual Insurance Company
Surety

By: _____

Wendy Krystopa, Attorney In Fact (4)
(Name)
1100 Locust Street, Dept. 2006, Des Moines, IA-50391-2006
(Address)
860-430-3309
(Phone Number)

Witness as to Surety

68 National Drive, Glastonbury, CT 06033
(Address)

(1) Insert the correct name of Principal.
(2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
(3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
(4) Provide contact name, address and phone number for bid bond surety.

POWER OF ATTORNEY
(Attach)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AIZA ANDERSON; CHRISTOPHER COMO; DALTON LOTZ; JAMES NELSON; JANE QUINN; JARED CARILLO; JOSEPH SMITH; MATTHEW COCCO; SHERRI REYNOLDS; TIMOTHY DEFFLEY; WENDY KRYSTOPA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 24th day of July, 2025.

Assistant Secretary

BDJ 1(04-24)00

BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF New Jersey)

COUNTY OF Ocean)

Zach Froio being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of North Carolina, it operates under the legal name of O'Connor Co of N.C., Inc., and the full names of its officers are as follows:

President	Clark Lowe
Secretary	Nick Miller
Treasurer	Divya Mirchandani
Manager	Zach Froio

and it does _____ have a corporate seal. The aforementioned is/are authorized to sign construction proposals and contracts for the company ~~by action of its Board of Directors taken~~, ~~a certified copy of which is hereto attached.~~ (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

General Partners	Limited Partners
N/A	

The partnership does business under the name of : N/A

LIMITED LIABILITY COMPANY:

The bidder is a member-managed/manager-managed limited liability company consisting of the following individual/corporate members/managers:

Managers	Members
	N/A

INDIVIDUAL:

The Bidder is an individual whose full name is:

N/A

and if operating under a trade name, said trade name is as follows:

N/A

The business address of the Bidder is: 312 Fields Dr
Aberdeen, NC 28315

Its phone number is: 910-944-0600

The contact person for this Proposal is: Zach Froio, VP of Operations

O'Connor Co of N.C., Inc.
Bidder

By: Zach Froio, VP of Operations

Subscribed and sworn to before me this 24th day of July, 2025.

Notary Public

Ocean County

My Commission Expires:
1/11/27

KRISTIN O'CONNELL
Notary Public, State of New Jersey
My Commission Expires Jan 11, 2027

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM

During the performance of the Contract the Bidder agrees as follows:

a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.

e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

O'Connor Co of N.C., Inc.
Corporate Name

ATTEST:

Nick Miller
(Assistant) Secretary

BY: Zach Froio
(Vice) President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):

N/A (SEAL)
Partnership Name

BY: N/A (SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

N/A (SEAL)
Company Name

BY: N/A (SEAL)
Manager/Member

(Use the following form for execution by an INDIVIDUAL):

BY: N/A (SEAL)

WITNESS:

Subscribed and sworn to before me this 24th day of July, 2025.

Notary Public

County

My Commission Expires:
1/11/27

KRISTIN O'CONNELL
Notary Public, State of New Jersey
My Commission Expires Jan 11, 2027

QUALIFICATIONS OF BIDDERS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information.

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:

   Please see attached References

2. List of previous contracting experience, including dollar values of contracts:

   Please see attached Project History

3. List of facilities or equipment that is available for use:

   Any/all necessary equipment will be utilized via subcontractors.

4. Name, residence, and title of the individual who will give personal attention to the work:

   Josh Brown - Project Manager - ### Mount Vista Dr, Lillington, NC 27546
   Tito Valentin - Superintendent - ### Dale Dr, Fayetteville, NC 28303

5. Financial Statement:

   Please see attached Financial Statement

ASSETS

CURRENT ASSETS:		
Cash	$ Attached	
Notes and Accounts Receivable	Attached	
Inventories	Attached	
PLANT ASSETS:		
Real Estate	$ Attached	
Machinery	Attached	
Good Will, Patents, etc.	Attached	$ Attached Total Assets

LIABILITIES:

Notes Payable	$ Attached	
Accounts Payable	Attached	
Accrued Wages	Attached	
Other Liabilities	Attached	$ Attached Total Liabilities
	EXCESS OF ASSETS OR NET WORTH	$ Attached

6. List all pending claims or lawsuits, and any lawsuit within the last 10 years, filed by or against the Bidder, and describe the resolution of each claim or lawsuit:

Claim	Date of Claim	Resolution, if any
N/A	N/A	N/A

The existence of unresolved claims against Bidder may disqualify the Bidder from making a Bid Proposal and entering into a Contract.

Notes:

A. The above is a suggested form for the Financial Statement, but the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidder's current financial condition. The Owner reserves the privilege of requiring additional information as to financial responsibility of the Bidder prior to awarding Contract.

B. Bidder shall attach additional pages, if necessary, in order to complete the required information.

C. The Bidder shall submit detailed information required for above items 1 through 4 with his Bid Proposal package and, at the discretion of the Bidder, the information required under Item 5 may be furnished after Bid Proposals are received if required by the Owner and Engineer to evaluate the financial qualifications of a prospective Bidder.

AFFIDAVIT OF
STATEMENT OF NON-COLLUSIVE

State of New Jersey)
).
County of Ocean)

Zach Froio being first duly sworn, deposes and says that:

(1) He/she is the VP of Operations (Owner, Partner, Officer, Representative or Agent) of O'Connor Co of N.C., Inc., the BIDDER that has submitted the attached BID PROPOSAL;

(2) He is fully informed respecting the preparation and contents of the attached BID PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;

(3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID PROPOSAL in connection with the Contract for which the attached BID PROPOSAL has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against The Town of HOLLY SPRINGS, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

O'Connor Co of N.C., Inc.
BIDDER

BY [signature] Zach Froio

ITS VP of Operations
(Title)

Subscribed and sworn to before me this 24th day of July, 2025.

My commission expires 1/11/27

END OF AFFIDAVIT

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, gender, religious affiliation, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of HOLLY SPRINGS and its residents, may be enforced as set out in the ordinances of the Town of HOLLY SPRINGS, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

O'Connor Co of N.C., Inc.
Corporate Name

ATTEST:

(Assistant) Secretary

BY: (Vice) President

Nick Miller
(Printed Name)

Zach Froio
(Printed Name)

(Corporate Seal)

(Use the following form for signatures by a PARTNERSHIP):

N/A
WITNESS

N/A (SEAL)
Partnership Name

N/A
(Printed Name)

BY: N/A (SEAL)
General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

N/A
WITNESS

N/A
Company Name (SEAL)

N/A
(Printed Name)

BY: N/A
Manager/Member (SEAL)

(Use the following form for signatures by an INDIVIDUAL):

N/A (SEAL)

N/A
(Printed Name)

N/A
WITNESS

N/A
(Printed Name)

Subscribed and sworn to before me this 24th day of July, 2025.

Notary Public

County

My Commission Expires:
1/11/27

KRISTIN O'CONNELL
Notary Public, State of New Jersey
My Commission Expires Jan 11, 2027

NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: O'Connor Co of N.C., Inc.

ADDRESS: 312 Fields Dr, Aberdeen, NC 28315

FROM: Town of Holly Springs
PO Box 8
Holly Springs, NC 27540

OWNER: Town of HOLLY SPRINGS
Engineering Department
HOLLY SPRINGS, North Carolina

PROJECT:
Utley Creek Water Reclamation Facility Lab & Operators Building – Holly Springs, NC
Project No. 22-010a

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____, 2025.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____Dollars ($_____). You are therefore hereby notified that your Bid Proposal has been accepted for Utley Creek Water Reclamation Facility Lab & Operators Building.

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this ___day of _____, 2025.

Town of HOLLY SPRINGS, North Carolina

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____day of _____, 2025.

O'Connor Co of N.C., Inc.
Bidder

By: _____

Title: _____

- END OF SECTION 00300 -

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
"GOOD FAITH EFFORT"

County of Wake

Affidavit of O'Connor Co of N.C., Inc.
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked: (A minimum of 50 points is required to have achieved a "good faith effort")

(Y/N)

Y (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points

Y (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points

Y (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 10 points

_____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.

_____ (5) Attending any pre-bid meetings scheduled by the public owner. Value = 10 points.

_____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.

Y (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing. Value = 15 points.

_____ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required.

Assisting minority businesses in obtaining the 'same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.

_____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.

__Y__ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

In accordance with GSI43-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 7/24/25

Name of Authorized Zach Froio

Officer: Signature: [signature]

Title: VP of Operations

O'CONNOR COMPANY OF N.C. INC. CORPORATION SEAL 1996 North Carolina

Seal

State of ~~North Carolina~~ New Jersey County of Ocean

Subscribed and sworn to before me this 24 day of July 2025

Notary Public [signature]

My commission expires 1/11/27

KRISTIN O'CONNELL
Notary Public, State of New Jersey
My Commission Expires Jan 11, 2027

Identification of Minority Business Participation

I, O'Connor Co of N.C., Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category
Waterproofing Specialities Inc 8086 Waterford Dr. Stanley, NC 28164 704-892-2099	Weather Repellants	R
Esher Ornamental Metal & Glass 704-598-6104 8112 Statesville Rd, Charolatte, NC 28269	Storefronts & Glazing	B
mid South Irrigation & Landscape 27103 270 180 Salem Creek Dr, Winston Salem, NC 336-765-7475	Landscaping	F
NC Caulking & Waterproofing Inc. 280 Woodcroft Dr. Angier, NC 27501 919-500-8005	Joints, Sealants Air Barriers, Dampers	R
State Contracting Inc. PO Box 1934, Wake Forest NC 27588 919-532-2755	Paving	F

*Minority categories: Black, African American (B), Hispanic (R), Asian American (A).
American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be ($) 862,485 .

SECTION 00906
E-Verify Affidavit

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, Zach Froio (the individual attesting below), being duly authorized by and on behalf of O'Connor Co of N.C., Inc. (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES X, or

b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This 24th day of July, 2025.

Signature of Affiant

Print or Type Name: Zach Froio

State of ~~North Carolina~~ New Jersey

County of Ocean

Signed and sworn to (or affirmed) before me, this the 24 day of July, 2025.

My Commission Expires: 1/11/27

Notary Public

KRISTIN O'CONNELL
Notary Public, State of New Jersey
My Commission Expires Jan 11, 2027

(Affix Official/ Notarial Seal)

SECTION 00510
ITEMIZED BID PROPOSAL

Utley Creek WRF Expansion Lab & Operators Building

Bid Item	Description	Estimated Quantity	Unit	Price	Total Price
1	All work for the construction of the Utley Creek WRF Lab and Operators Building (excluding items 2 – 7)	1	LS	$ 8,787,500.00	$ 8,787,500.00
2	Mobilization	1	LS	$ 287,500	$ 287,500
3	Clearing and Grubbing	1	LS	$ 468,750	$ 468,750
4	Erosion & Sedimentation Control	1	LS	$ 256,250	$ 256,250
5	Excavation (Unclassified)	1	LS	$ 500,000	$ 500,000
6	Lab Equipment Allowance	1	EA	$ 45,000.00	$ 45,000.00
7	Furniture Allowance	1	EA	$170,000.00	$ 170,000.00
TOTAL FOR BASE BID (SUM OF ITMEMS 1 THROUGH 9, INCLUSIVE)					$ 10,515,000.00

Deductive Alternate Bid No. 1 – CMU Block Veneer					
Bid Item	**Description**	**Estimated Quantity**	**Unit**	**Price**	**Total Price**
D-1	Replace building façade Modular Brick Veneer with CMU Block Veneer	1	LS	$(-100,000)	($100,000)
TOTAL BID WITH DEDUCTIVE ALTERNATIVE BID NO. 1					$ 10,415,000.00

Deductive Alternate Bid No. 2 – Covered Patio Canopy					
Bid Item	**Description**	**Estimated Quantity**	**Unit**	**Price**	**Total Price**
D-2	Reduce covered patio canopy length by 18'-10"	1	LS	$-28,000	($-28,000)
TOTAL BID WITH DEDUCTIVE ALTERNATIVE BID NO. 2					$ 10,487,000.00

Deductive Alternate Bid No. 3 – Parapet					
Bid Item	**Description**	**Estimated Quantity**	**Unit**	**Price**	**Total Price**
D-3	Reduce parapet height by 1'-4"	1	LS	$-15,500	($-15,500)
TOTAL BID WITH DEDUCTIVE ALTERNATIVE BID NO. 3					$ 10,499,500.00

Deductive Alternate Bid No. 4 - Landscaping					
Bid Item	**Description**	**Estimated Quantity**	**Unit**	**Price**	**Total Price**
D-4	Removal of active recreation trail around SCM #1, one bench, bicycle rack, and landscaping components	1	LS	$ -9,500	($ -9,500)
TOTAL BID WITH DEDUCTIVE ALTERNATIVE BID NO. 4					$ 10,505,500.00

Additive Alternate Bid No. 1 – ICP					
Bid Item	**Description**	**Estimated Quantity**	**Unit**	**Price**	**Total Price**
A-1	Furnish and install complete NexION 1100 ICP-MS system	1	LS	$270,000	($270,000)
TOTAL BID WITH ADDITIVE ALTERNATIVE BID NO. 1					$ 10,785,000.00

Additive Alternate Bid No. 2 – Aluminum Coping and Canopy Color					
Bid Item	**Description**	**Estimated Quantity**	**Unit**	**Price**	**Total Price**
A-2	Use darker finish for aluminum coping and canopy	1	LS	$ Ø	($ Ø)
	TOTAL BID WITH ADDITIVE ALTERNATIVE BID NO. 2				$10,515,000.00

Additive Alternate Bid No. 3 – Aluminum Sunshade Color					
Bid Item	**Description**	**Estimated Quantity**	**Unit**	**Price**	**Total Price**
A-3	Use darker finish for aluminum sunshades	1	LS	$8,100	($ 8,100)
	TOTAL BID WITH ADDITIVE ALTERNATIVE BID NO. 3				$10,523,100.00

[If Bidder is not an individual, enter entity name here] O'Connor Co of N.C., Inc.

By: _____
(Signature)

NAME OF SIGNER: Zach Froio
(Please Print or Type)

TITLE OF SIGNER: VP of Operations
(Please Print or Type)

DATE: July 24th, 2025

- END OF SECTION 00510 -

O'Connor Company References

ARCHITECT

Heckethorn Architecture | John Heckethorn | 910.695.1441
108 E. Connecticut Ave., Southern Pines, NC 28387

The Bogle Firm | Pete Bogle | 704.638.2015
110 N. Main St. Suite 200, Salisbury, NC 28144

NWS Architects Inc. | Sanjiv Chadha | 312.735.7123
200 West Monroe St. Suite 2070, Chicago, IL 60606

MHE Engineering | Michael J. Lamoreaux, P.E. | 845.567.3100
33 Airport Center Dr. Suite 202, New Windsor, NY 12553

Arcadis | Colin McCarville, A.I.A., NCARB | 919.851.4211 ext. 51519
421 Fayetteville St. Suite 1609, Raleigh, NC 227601

Moseley Architects | 919.840.0091
911 North West St. Suite 205, Raleigh, NC 27603

Glave & Holmes Architecture | Veronica Ledford | 804.649.9303
2102 East Main St. Richmond, VA 23223

Gontram Architecture, Inc. | Pete Almasy | 919.876.5331
5100 Univon Dr. Suite 103, Wake Forest, NC 27587

Designed to Build | Andrew W. Privette, A.I.A. | 910.485.8567
1920 Ft. Bragg Rd. Fayetteville, NC 28303

Wiemann Lamphere Architects | Steven Roy, R.A., A.I.A. | 802.655.5020
38 Eastwood Dr. Suite 301, South Burlington, VT 05403

OWNER/OWNERS REP

The Palombo Group | Scott Butler, Project Manager | 845.332.0202
22 Noxon St. Poughkeepsie, NY 12601

UNC Pembroke | Matt Greene, Project Manager | 910.775.4576
1 University Dr., PO Box 1510, Pembroke, NC 28372

Holt Construction | Diego Frangiamone, Project Manager | 201.306.3683
25 Main St. Suite 3-1, Goshen, NY 100924

Town of Rolesville | Eric L. Marsh, MPA, EI, Interim Town Manager | 919.556.3506
502 Southtown Circle, Rolesville, NC 27571

First Bank | Michelle Kolls | 336.601.0730
205 SE Broad St., Southern Pines, NC 28387

Moore Montesorri Schools | Katie Rucker | 910.639.0067
255 S. May St., Southern Pines, NC 28387

Pinehurst Resort | Calvin Burkley | 910.986.3038
80 Carolina Vista Dr, Pinehurst, NC 28374

Ft. Liberty Credit Union | Greg Waters | 910.978.6139
4020 Bastogne Dr, Fort Liberty, NC 28307

VENDOR

Fields Plumbing & HVAC | Shayne MacDonald & Jason Bryan | 910.949.3232
7718 NC Hwy 22, Carthage, NC 28327

Chief Buildings | Jamie Mozingo | 704.909.9433 | 800.845.1767
1821 S. North Rd., Grand Island, NE 68802

Chisholm Electrical Contractors | John Chisholm | 910-639-0107
5249 Hwy 211, West End, NC 27376

Sowinski Steel | David Sowinski, Owner | 518.646.6791
101 New York Highway 67, Suite C, Mechanicville, NY 12118

Perreca Electric Co | Spyros Manouvelos | 845.649.4822
27 West St. Newburgh, NY 12550

Carolina Coverings | Don Leach | 919.227.9501
403 Hwy 601 South, PO Box 28, Lugoff, SC 29078

Triad Utilities and Grading | Valerie Partin | 919.606.1068
5437 Mitchell Town Rd. Youngsville, NC 27596

CWG Excavation | Wally Bertram | 518.847.3032
152 Greens Brook Rd, Berlin, NY, United States, New York

Rusco Concrete Contractors | Ty Graning | 919.356.0679
1738 S. Horner Blvd. Sanford, NC 27330

Norris Landscaping Services | Tony Norris | 919.934.3938
65 Gled Rd. PMB 169, Garner, NC 27529

HRL Investor | Harley Locklear | 518.530.2797
Spark Electric | Brad Stowell | 919.621.5205
BEAM | Mike Adams | 201.522.5995

BANK/BONDING/INSURANCE

First Bank | Tom Boals, SVP, Business Development Officer | 910.725.6051
205 SE Broad St., Southern Pines, NC 28387

Smith Brothers USA | James Nelson, Director of Surety | 860.841.7533
68 National Drive, Glastonbury, CT 06033

Smith Brothers USA | Michael Fridman, Sr. Account Manager | 860.652.3236
68 National Drive, Glastonbury, CT 06033

AIA® Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	Rolesville Public Works Facility	Ft. Liberty FCU	Estes Savannah Terminal	Newburgh Recreation Center
PROJECT LOCATION	Rolesville, NC	Southern Pines, NC	Savannah, GA	Newburgh, NY
PROJECT TYPE	New Construction PEMB for DPW	New Construction Credit Union	New Construction PEMB Trucking Transfer Terminal	New Construction PEMB w/ Central Gym & Office/ Community Spaces on Wings
OWNER	Town of Rolesville Eric Marsh 919-556-3506	Ft Liberty FCU Greg Waters 910-978-6139	Estes Express Lines Michael Gilbert 804-353-1900 x2504	Town of Newburgh Gil Piaquadio 845-564-4452
ARCHITECT	Arcadis Colin McCarville 919-851-4211x51522	Designed to Build Arch. Andrew Privette 910-485-8567	Neil Smith Engineering Neil Smith 910-695-8825	MHE Engineering Michael Lamoreaux 845-567-3100
CONTRACTOR'S PROJECT EXECUTIVE	Clark Lowe	Clark Lowe	Chris Jordan	Clark Lowe
KEY PERSONNEL (include titles)	Josh Brown - PM	Josh Brown - PM	Michael Goodwin - PM	Ken Welman - PM
PROJECT DETAILS	Contract Amount 4,000,000 Completion Date Mar 2024 % Self-Performed Work 0	Contract Amount 3,990,000 Completion Date Aug 2024 % Self-Performed Work 0	Contract Amount 19,400,000 Completion Date June 2022 % Self-Performed Work 0	Contract Amount $12,100,000 Completion Date In Closeout/Punch List % Self-Performed Work 0
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☒ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☒ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

Additional References Available Upon Request

AIA Document A305™ – 2020 Exhibit D. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:47:52 ET on 10/12/2022 under Order No.2114299176 which expires on 03/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

BOND ORDER AUTHORIZING THE ISSUANCE OF AN ENTERPRISE SYSTEMS REVENUE BONDS OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA.

WHEREAS, the Town of Holly Springs, North Carolina (the "*Town*") is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 et seq. (the "*Act*"), to issue, subject to the approval of the Local Government Commission of North Carolina (the "*Commission*"), at one time or from time to time revenue bond anticipation notes of the Town for the purposes as specified in the Act; and

WHEREAS, the Town Council of the Town (the "*Town Council*") previously adopted a resolution at a meeting held on June 17, 2025 making certain findings of fact, which findings are incorporated herein by reference, and directing the application to the Commission for approval of Town of Holly Springs Enterprise Systems Revenue Bond Anticipation Note, Series 2025 (the "*2025 Note*") and further determines to issue the 2025 Note in an amount not to exceed $22,000,000 to (1) finance the costs of extensions, additions, and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the Enterprise Systems (collectively, the "*2025 Projects*"), including, but not limited to, (i) the construction, equipping, and furnishing of a Laboratory and Operators building, and (ii) site preparation and grading for treatment infrastructure improvements at the Utley Creek Water Reclamation Facility site, and (2) pay the costs of issuing the 2025 Note; and

WHEREAS, the Town will issue the 2025 Note under the General Trust Indenture dated as of July 1, 2024 (the "*General Indenture*"), and Series Indenture, Number 2, to be dated as of September 1, 2025 (the "*Series Indenture*"), each between the Town and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"); and

WHEREAS, the Town and the Local Government Commission of North Carolina (the "*Commission*") have arranged for the sale of the 2025 Note to PNC Bank, National Association (the "*Purchaser*") pursuant to the terms of a Note Purchase and Advance Agreement to be dated on or about September 10, 2025 (the "*Purchase Agreement*");

WHEREAS, an application has been filed with the Secretary of the Commission requesting Commission approval of the 2025 Note as required by the Act and, included in such application, the Finance Director of the Town has requested that the Commission approve the sale of the 2025 Note to the Purchaser; and

WHEREAS, copies of the forms of the following documents relating to the issuance of the 2025 Note have been filed with the Town (collectively, the "*Transaction Documents*"):

1. General Indenture;

2. Series Indenture; and

3. the Purchase Agreement..

NOW THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:

Section 1. The 2025 Note is authorized and shall be issued pursuant to the Act to raise the money required to finance the 2025 Projects and pay the costs of issuing the 2025 Note.

Section 2. The aggregate principal amount of the 2025 Note authorized by this Bond Order shall not exceed $22,000,000. The 2025 Note will be a special obligations of the Town, secured by and paid solely from the proceeds thereof or from revenues, income, receipts and other money received or accrued by or on behalf of the Town from or in connection with the operation of the Town's Enterprise Systems (as defined in the General Indenture).

Section 3. The Town's issuance of the 2025 Note, in substantially the form to be set forth in the Series Indenture, is approved and confirmed, and the provisions of the General Indenture and the Series Indenture with respect to the 2025 Note (including without limitation the maturity dates and rates of interest) are approved and confirmed and are incorporated herein by reference.

The principal of, premium, if any, and interest on the 2025 Note will not be payable from the general funds of the Town, nor will the 2025 Note constitute a legal or equitable pledge, charge, lien or encumbrance on any of the Town's property or on any of its income, receipts or revenues except the funds which are pledged under the General Indenture. Neither the credit nor the taxing power of the State of North Carolina or the Town is pledged for the payment of the principal of, premium, if any, or interest on the 2025 Note, and no holder of the 2025 Note has the right to compel the exercise of the taxing power by the State of North Carolina or the Town or the forfeiture of any of its property in connection with any default thereon.

Section 4. The Town Council requests that the Commission sell the 2025 Note to the Purchaser pursuant to the terms of the Purchase Agreement.

Section 5. The form and content of the Transaction Documents and the exhibits thereto are approved and confirmed, and the Mayor, the Town Manager, the Town Attorney, the Finance Director, and the Town Clerk (collectively, the "*Authorized Officers*"), or their respective designees, as applicable, are authorized, empowered and directed, individually and collectively, to execute and deliver the Transaction Documents for and on behalf of the Town, including necessary counterparts, in substantially the forms and content presented to the Town, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Transaction Documents, the Authorized Officers are authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Transaction Documents, as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Series Indenture.

Section 6. The Town Manager or Finance Director of the Town are authorized to execute a tax certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 7. If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the 2025 Note authorized hereunder.

Section 8. No stipulation, obligation or agreement contained in this Bond Order or contained in the 2025 Note, the Transaction Documents or any other instrument related to the issuance of the 2025 Note is a stipulation, obligation or agreement of any officer, agent or employee of the Town in his or her

individual capacity, and no such officer, agent or employee is personally liable on the 2025 Note or subject to personal liability or accountability by reason of the issuance thereof.

Section 9. The Authorized Officers are authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by this Bond Order and the Transaction Documents, except that none of the above is authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the General Indenture or the Series Indenture, (c) any agreement to which the Town is bound, (d) any rule or regulation of the Town or (e) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

Section 10. The Authorized Officers are authorized and directed, individually and collectively, to prepare and furnish, when the 2025 Note is issued, certified copies of all the proceedings and records of the Town Council relating to the 2025 Note, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality of the 2025 Note as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, constitute representations of the Town as to the truth of all statements contained therein.

Section 11. All acts and doings of the Authorized Officers that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the 2025 Note and the execution, where appropriate, delivery and performance of the Transaction Documents are approved and confirmed.

Section 12. If any one or more of the agreements or provisions herein contained are held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever are held invalid, then such agreements or provisions are null and void and are to be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or of the 2025 Note authorized hereunder.

Section 13. All resolutions or parts thereof of the Town Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 14. This Bond Order shall take effect immediately on its adoption and pursuant to §159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the Town Council other than the procedures set out in the Act.

ADOPTED THIS, the 19th day of August, 2025.

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

I, *Linda McKinney*, Town Clerk of the Town of Holly Springs, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a bond order entitled "**BOND ORDER AUTHORIZING THE ISSUANCE OF AN ENTERPRISE SYSTEMS REVENUE BOND ANTICIPATION NOTE OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA**" adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held on the 19th day of August, 2025.

WITNESS my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the ____ day of August, 2025.

(SEAL)

_____
Linda McKinney
Town Clerk
Town of Holly Springs, North Carolina

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

SERIES INDENTURE, NUMBER 2

Dated as of
September 1, 2025

Town of Holly Springs, North Carolina
Enterprise Systems Revenue Bond Anticipation Note,
Series 2025

SERIES INDENTURE
TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 1

ARTICLE II THE 2025 NOTE 5
Section 2.1 Authorized Amount of 2025 Note 5
Section 2.2 Issuance of 2025 Note 5
Section 2.3 Delivery of 2025 Note 5
Section 2.4 Details of 2025 Note; Payment 5
Section 2.5 Arbitrage and Tax Covenants 6
Section 2.6 Restriction on Transfer of the 2025 Note 6

ARTICLE III REDEMPTION OF 2025 NOTE 8
Section 3.1 Optional Redemption 8
Section 3.2 Notice of Redemption 8
Section 3.3 Payment of Redemption Price 9

ARTICLE IV AMENDMENTS 10
Section 4.1 Amendments to this Indenture 10

ARTICLE V APPLICATION OF 2025 NOTE PROCEEDS 11
Section 5.1 Creation of 2025 Account 11
Section 5.2 Application of 2025 Note Proceeds 11
Section 5.3 Application of 2025 Account 11

ARTICLE VI MISCELLANEOUS 12
Section 6.1 Parties Interested Herein 12
Section 6.2 Titles, Headings, Captions, Etc. 12
Section 6.3 Severability 12
Section 6.4 Governing Law 12
Section 6.5 Execution in Counterparts 12
Section 6.6 Notices 12
Section 6.7 Payments Due on Holidays 13
Section 6.8 Electronic Instructions; Electronic Signature 13
Section 6.9 USA Patriot Act 13

EXHIBIT A FORM OF 2025 NOTE A-1
EXHIBIT B FORM OF REQUISITION B-1

SERIES INDENTURE, NUMBER 2

THIS SERIES INDENTURE, NUMBER 2 dated as of September 1, 2025 (together with any supplements and amendments hereto made in accordance herewith, this "*Indenture*"), is by and between the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA** (the "*Town*"), a municipal corporation duly created and existing under the laws of the State of North Carolina and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,** as trustee (the "*Trustee*"), having an office and place of business in Charlotte, North Carolina, duly organized and existing under the laws of the United States of America, being authorized to accept and execute trusts of the character herein set out.

W I T N E S S E T H :

***WHEREAS*,** the Town proposes to issue its Enterprise Systems Revenue Bond Anticipation Note, Series 2025 (the "*2025 Note*") hereunder and under that certain General Trust Indenture dated as of July 1, 2024 (the "*General Indenture*") between the Town and the Trustee, and apply the proceeds of the 2025 Note to (a) finance extensions, additions, and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the Enterprise Systems, including, but not limited to, (i) the construction, equipping, and furnishing of a Laboratory and Operators building, and (ii) site preparation and grading for treatment infrastructure improvements at the Utley Creek Water Reclamation Facility site, and (b) pay the costs of issuing the 2025 Note;

WHEREAS, the 2025 Note will be an additional Series of Bonds under the General Indenture and is being issued in anticipation of the issuance of a long-term Series of Bonds (the *"Take-Out Bonds"*), the proceeds of which are expected to be used to pay the outstanding Principal Amount of the 2025 Note on or before the Maturity Date (as such capitalized terms are defined herein);

ARTICLE I
DEFINITIONS

Except as provided herein, all defined terms contained in Section 1.1 of the General Indenture have the same meanings in this Indenture. In addition to the words and terms defined above, the following words and terms, unless the context otherwise requires, have the following meanings:

"*Authorized Denomination*" means $250,000 and any amount in excess thereof; provided, however, (i) if the 2025 Note is Outstanding in a principal amount of less than $250,000, the Authorized Denomination will mean the Outstanding Principal Amount of the 2025 Note and, (ii) as long as the Purchaser is the Owner of the 2025 Note, the Authorized Denomination will be the Outstanding Principal Amount of the Note.

"*Base Rate*" means the greatest of (i) the Prime Rate; (ii) the Overnight Bank Funding Rate plus fifty (50) basis points (0.50%); and (iii) 6.0%. If and when the Base Rate (or any component thereof) changes, the rate of interest with respect to any amounts hereunder to which the Base Rate applies will change automatically without notice to the Town, effective on the date of any such change.

"*Closing Date*" means September 10, 2025.

"*Default Period*" means the effective date of an Event of Default and ending on the date (if any) the Event of Default has been remedied or otherwise waived by the Owner.

"*Default Rate*" means the Base Rate plus 3.00%.

"*Determination of Taxability*" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the Purchaser notifies the Town that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Town of such notification from the Purchaser, the Town shall deliver to the Purchaser a ruling or determination letter issued to or on behalf of the Town by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(ii) on the date when the Town shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Town or upon any review or audit of the Town or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iii) on the date when the Town shall receive notice from the Purchaser that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income the interest on the 2025 Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (ii) or (iii) hereunder unless the Town has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Purchaser, the Town shall promptly reimburse the Purchaser for any payments, including any taxes, interest, penalties or other charges, the Purchaser shall be obligated to make as a result of the Determination of Taxability.

"*Electronic Means*" means the following communications methods: e-mail and secure electronic transmission containing applicable authorization codes, and passwords and/or authentication keys.

"*Event of Taxability*" means (i) the taking of any action by the Town, or the failure to take any action by the Town, or the making by the Town of any misrepresentation herein or in any certificate required to be given in connection with the issuance of the 2025 Note which has the effect of causing interest paid or payable on the 2025 Note to become includable, in whole or in part, in the gross income of the Purchaser for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the 2025 Note to become includable, in whole or in part, in the gross income of the Purchaser for federal income tax purposes with respect to the 2025 Note as a result of any action by the Town, or the failure to take any action by the Town, or the making by the Town of any misrepresentation herein or in any certificate required to be given in connection with the issuance of the 2025 Note.

"*Event of Default*" has the meaning given in the General Indenture, this Indenture, and the Note Purchase Agreement.

"*Inclusion Date*" means the date that the interest component of the 2025 Note first becomes includable in the gross income of the Owner as a result of a Determination of Taxability.

"*Indenture*" means this Series Indenture, Number 2 and any amendments or supplements adopted in accordance with the terms thereof.

"*Interest Payment Date*" means, with respect to the 2025 Note, March 10, 2026 and September 10, 2026.

"*Interest Rate*" means, with respect to the 2025 Note, a per annum rate of interest equal to 3.74%, provided that the Interest Rate shall equal the Taxable Rate during a Taxable Period and the Default Rate a Default Period. Notwithstanding the foregoing, in no event will the Interest Rate exceed the Maximum Rate.

"*Mail*" means first-class United States mail, postage prepaid.

"*Maturity Date*" means September 10, 2026.

"*Maximum Rate*" means the maximum rate of interest permitted by applicable law.

"*Note Purchase Agreement*" means the Note Purchase Agreement dated September 10, 2025 among the Town, the Purchaser, and the LGC.

"*Owner,*" when used in this Indenture, means the registered owner of the 2025 Note.

"*Prime Rate*" means the rate publicly announced by the Purchaser from time to time as its prime rate. The Prime Rate is determined from time to time by the Purchaser as a means of pricing loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Purchaser to any particular class or category of customers.

"*Principal Amount*" means $22,000,000.

"*Purchaser*" means PNC Bank, National Association, as the initial Owner of the 2025 Note, and its permitted successors and assigns pursuant to this Indenture.

"*Record Date*" means the 15th day of the month next preceding the Interest Payment Date.

"*Redemption Date*" means the date on which the 2025 Note is subject to redemption under this Indenture.

"*Take-Out Bonds*" has the meaning given in the recitals hereto.

"*Tax Certificate*" means the Tax Certificate dated June 19, 2025 among the Town, the Trustee and the Purchaser related to the 2025 Note.

"*Taxable Rate"* means an interest rate that, had it been in effect, would have resulted in the same after tax equivalent yield to the Purchaser that the Purchaser would have realized if interest on the Note were subject to federal income taxation of gross income at the highest corporate income tax rate in effect at the time of receipt of the interest; provided, however, that in no event shall the Taxable Rate exceed the Maximum Rate at any time.

"*Taxable Period*" means the period beginning on the Inclusion Date and ending on the date (if any) the Determination of Taxability is no longer in effect.

"*Trustee*" means, initially, U.S. Bank Trust Company, National Association, or any successor or successors thereto appointed pursuant to the General Indenture or this Indenture.

"*2025 Account*" means the account by that name in the Construction Fund created pursuant to Section 5.1.

"*2025 Note*" means the $22,000,000 Enterprise Systems Revenue Bond Anticipation Note, Series 2025 of the Town issued pursuant to this Indenture.

"*2025 Projects*" means extensions, additions, and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the Enterprise Systems, including, but not limited to, (i) the construction, equipping, and furnishing of a Laboratory and Operators building, and (ii) site preparation and grading for treatment infrastructure improvements at the Utley Creek Water Reclamation Facility site.

[END OF ARTICLE I]

ARTICLE II
THE 2025 NOTE

Section 2.1 Authorized Amount of 2025 Note. The 2025 Note is being issued under and pursuant to the General Indenture, as supplemented by this Indenture. No 2025 Note may be issued under this Indenture and the General Indenture except in accordance with this Article. The total principal amount of the 2025 Note that may be issued is hereby expressly limited to the Principal Amount, except as provided in Sections 3.4 and Section 3.5 of the General Indenture.

Section 2.2 Issuance of 2025 Note. The 2025 Note will be designated "*Town of Holly Springs, North Carolina Enterprise Systems Revenue Bond Anticipation Note, Series 2025*." The 2025 Note will be issued as a fully registered note in any Authorized Denomination and numbered R-1. The 2025 Note will be delivered to the Purchaser, as the initial Owner of the 2025 Note, in the Principal Amount and will be substantially in the form provided in Exhibit A with such appropriate variations, omissions and insertions as this Indenture permits or requires.

Section 2.3 Delivery of 2025 Note. Before the Trustee's delivery of any of the 2025 Note, the items required under Section 2.4 of the General Indenture must be filed with the Trustee.

Section 2.4 Details of 2025 Note; Payment

(a) The 2025 Note will mature, subject to redemption as provided herein, on the Maturity Date and will bear interest at the Interest Rate. Interest will accrue on the basis of a 360-day year, consisting of twelve 30-day months (30/360). The Purchaser will calculate and the Trustee will confirm the Interest Rate. Interest on the 2025 Note will be payable in arrears.

(b) Both the principal of and the interest on the 2025 Note are payable in any lawful coin or currency of the United States of America which on the dates of payment thereof is legal tender for the payment of public and private debts. The 2025 Note will bear interest from its date until the Principal Amount is paid; but if such 2025 Note has been called for redemption and the Redemption Date has occurred and funds are available for the payment thereof in full in accordance with the terms of the General Indenture, such 2025 Note shall then cease to bear interest as of the Maturity Date or Redemption Date. The 2025 Note will be dated as of its date of delivery, if issued before the first Interest Payment Date, or if issued on any later date, as of the Interest Payment Date next preceding its date of issuance, or if issued on an Interest Payment Date, as of such date; provided, however, that if the interest with respect to the 2025 Note has not been paid in full and is in default, the 2025 Note issued in exchange for the 2025 Note surrendered for transfer or exchange will be dated as of the date to which interest has been paid in full on the 2025 Note so surrendered. If no interest has been paid on the 2025 Note, the 2025 Note executed and delivered in exchange for or on the registration of transfer of the 2025 Note will be dated as of the date of its initial delivery.

(c) Upon and after the occurrence of a Determination of Taxability due to an Event of Taxability, the Interest Rate shall be adjusted to bear interest at the Taxable Rate. In addition, in such event, the Town shall pay to the Owner (a) an amount necessary to reimburse the Owner for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Owner's inability to include the interest portion of the payments under the 2025 Note in its gross income for federal income tax purposes, together with any reasonable attorneys' fees, court costs or other out-of-pocket costs incurred by the Owner in connection therewith, and (b) an amount equal to the positive difference, if any, between the amount of interest that would have been paid on the then-outstanding principal balance due under the 2025 Note from the Inclusion Date if interest were computed at the Taxable Rate and the amount actually paid to the Owner computed at the Interest Rate in effect immediately prior to the Inclusion Date.

The Town agrees to give prompt written notice to the Owner of the Town's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred.

(d) Notwithstanding subparagraphs (a) - (c) of this Section, the Interest Rate on the 2025 Note will equal the Default Rate during the Default Period.

(e) The 2025 Note is payable at the designated office of the Paying Agent without the need for presentation and surrender of the 2025 Note except on the final maturity of the 2025 Note or redemption in whole. The Paying Agent will pay interest on the 2025 Note by check or draft mailed on the Interest Payment Date to each Owner as its name and address appears on the registration books the Registrar keeps at the close of business on the Record Date. At the written request of the Owner, principal and interest may be payable by wire transfer at the address specified in writing by the Owner to the Paying Agent by the Record Date. The Trustee is appointed as the Paying Agent and Registrar for the 2025 Note.

(f) The 2025 Note is being issued in anticipation of the issuance of the Take-Out Bonds that the Town expects to issue before the Maturity Date, the proceeds of which are expected to be used to pay the Principal Amount of the 2025 Note on or before the Maturity Date. The 2025 Note, together with interest thereon, is a special obligation of the Town payable solely from Net Revenues of the Enterprise Systems (except to the extent paid out of money attributable to 2025 Note proceeds or, the income from the temporary investment thereof and, under certain circumstances, proceeds from insurance and condemnation awards or from proceeds of the Take-Out Bonds) and constitutes a valid claim of the Owner thereof only against the funds and other money held by the Trustee for the benefit of the Owner of the 2025 Note, which amounts are pledged and assigned pursuant to the General Indenture for the equal and ratable payment of the 2025 Note and the other Bonds issued under the General Indenture. The Town has previously issued under the General Indenture a Series of Bonds (the "*Prior Bonds*"). The 2025 Note, the Prior Bonds, and any other Bonds issued under the General Indenture are parity obligations under the General Indenture. The 2025 Note is further secured by a pledge, charge, and lien on the proceeds of the Take-Out Bonds if and when issued under the General Indenture; provided, however, that the 2025 Note is payable as to both principal and interest from the Trust Estate if not paid from the proceeds of the Take-Out Bonds or otherwise paid.

Section 2.5 Arbitrage and Tax Covenants. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the 2025 Note and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The Town acknowledges that the continued exclusion of interest on the 2025 Note from an Owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2025 Note or other funds under their control to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2025 Note to be an "arbitrage bond" for purposes of Section 148 of the Code.

Section 2.6 Restriction on Transfer of the 2025 Note. The 2025 Note is non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the LGC and may only be transferred in an Authorized Denomination. The Owner will give written notice to the Town, the LGC and the Trustee if any transfer of the ownership of the 2025 Note occurs and the Trustee will record such new Owner on the registration books for the 2025 Note. The Town and the Trustee have no obligation to pay any amounts due on the 2025 Note to anyone other than the Owner of the Bond as shown on the registration books kept by the Trustee, on behalf of the Town. The Trustee is not required to

record a transfer of the ownership of the 2025 Note unless it receives an opinion of counsel as to the qualification for transfer under this Section.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF 2025 NOTE

Section 3.1 Optional Redemption.

(a) During the period beginning on the Closing Date and ending on August 11, 2025 (the "*Make-Whole Period*"), the Town may redeem the 2025 Note in whole or in part at its option on any Business Day at a redemption price equal to: (1) the Outstanding Principal Amount, plus interest accrued thereon to the redemption date, plus (2) an amount equal to the Cost of Redemption.

"*Cost of Redemption*" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the redemption date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be redeemed, and (c) the number of years, including fractional years, from the redemption date to the end of the applicable interest period. The yield on any U.S. Treasury obligation will be determined by reference to Federal Reserve Statistical Release H.15 (519) "Selected Interest Rates." For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the redemption date will be deemed the discount rate. The Purchaser will provide the Town and the Trustee with a written statement explaining the calculation of the Cost of Redemption, which statement will, in absence of manifest error, be conclusive and binding on the Town.

(b) Beginning on the date of the expiration of the Make-Whole Period and continuing thereafter, the Town may redeem the 2025 Note in whole or in part on any Business Day at a redemption price equal to 100% of the Outstanding Principal Amount, without premium, plus the accrued interest thereon to the redemption date.

Section 3.2 Notice of Redemption. The Trustee shall give notice of redemption under Section 3.1 not less than 15 days (or such lesser period of time as may be agreed to by the Owner of the 2025 Note) before the redemption date (1) to the LGC by Mail or Electronic Means, and (2) to the Owner of the 2025 Note by Mail or Electronic Means, or by such other means as may be permitted by the then-registered Owner of the 2025 Note at the last address shown on the registration books kept by the Trustee. Such notice must (1) specify the redemption date, the redemption price and the place or places where amounts due on such redemption must be payable (which must be the designated corporate office of the Trustee) and if less than all of the 2025 Note is to be prepaid, the portion of the 2025 Note to be prepaid, and (2) state that on the redemption date, the 2025 Note or portion thereof to be redeemed will cease to bear interest.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such redemption, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of the 2025 Note or portion thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the LGC, or any defect therein, shall not affect the validity of any proceedings for the redemption of the 2025 Note.

Any notice mailed as provided in this Section is conclusively presumed to have been duly given, whether or not the Owner receives the notice.

In the case of an optional redemption of the 2025 Note, the redemption notice may state (1) that it is conditioned upon the deposit of money with the Trustee on the redemption date at the time and in an amount equal to the amount necessary to effect the redemption and such notice will be of no effect unless such money is so deposited, and (2) that the Town retains the right to rescind the redemption notice on or

prior to the scheduled redemption date, and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as described below.

Section 3.3 Payment of Redemption Price. The Town will cause to be deposited in the Debt Service Fund an amount sufficient to pay the redemption price of the 2025 Note, or portion thereof, to be redeemed on the redemption date, and the 2025 Note, or portion thereof, will be deemed to be paid within the meaning of Article X of the General Indenture.

Any scheduled redemption of 2025 Note or portion thereof may be rescinded in whole or in part at any time prior to the redemption date if the Town delivers written notice to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Owner of the 2025 Note. Any 2025 Note where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, the failure of the Town to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Owner of the 2025 Note that the redemption did not occur and that the 2025 Note called for redemption and not so paid remains Outstanding.

If money is on deposit in the Debt Service Fund to pay the redemption price of the 2025 Note called for redemption and premium, if any, thereon on a redemption date, the 2025 Note or portion thereof so called for redemption as specified above will not bear interest after such redemption date and will not be considered to be Outstanding or to have any other rights under the General Indenture or this Indenture other than the right to receive payment. The Paying Agent will not pay principal on the 2025 Note or portion thereof called for redemption until such 2025 Note or portion thereof has been delivered for payment or cancellation or the Paying Agent has received the items Section 3.5 of the General Indenture requires with respect to any mutilated, lost, stolen or destroyed 2025 Note.

[END OF ARTICLE III]

ARTICLE IV
AMENDMENTS

Section 4.1 Amendments to this Indenture. This Indenture and the rights and obligations of the Town and the Owner may be modified or amended at the same times, in the same manner and for the same purposes as the General Indenture, but if the modification or amendment affects only the 2025 Note, the percentage to be applied under Section 7.3 of the General Indenture will be applied only to the Outstanding 2025 Note.

Before the Town and the Trustee enter into any supplemental indenture under this Section, there must have been delivered to the Trustee and the Town an opinion of Bond Counsel stating that such supplemental indenture is authorized or permitted by this Indenture, complies with the terms hereof, will, on the execution and delivery thereof, be valid and binding on the Town in accordance with its terms and will not adversely affect the exclusion from the gross income of the recipients thereof of interest on the 2025 Note for federal income tax purposes.

Notwithstanding anything in the General Indenture or this Series Indenture to the contrary, (1) any initial purchaser, underwriter or remarketing agent holding the 2025 Note or another Series of the Bonds issued after the issuance of the 2025 Note may, regardless of its intent to sell or distribute such Bonds in the future, consent as the Owner of such Bonds to any amendment or supplemental indenture as required or permitted by this Article, including any amendment or supplemental indenture that adversely affects the interests of other Owners, and (2) any such holder providing its consent under this Section is not entitled to receive, nor is the Town required to provide, any prior notice or other documentation regarding such amendment or supplemental indenture.

[END OF ARTICLE IV]

ARTICLE V
APPLICATION OF 2025 NOTE PROCEEDS

Section 5.1 Creation of 2025 Account. The Town hereby establishes and creates a 2025 Account within the Construction Fund to keep the proceeds of the 2025 Note so deposited separate from the proceeds of any other series of Bonds issued under the General Indenture. There shall be deposited into the 2025 Account that portion of the proceeds of the 2025 Note as set forth in Section 4.2 and all other money the Trustee receives under this Indenture and the General Indenture accompanied by directions from the Town that such money is to be deposited into the 2025 Account.

Section 5.2 Application of 2025 Note Proceeds.

(a) The Purchaser shall transfer the proceeds of the 2025 Note in the amount of $22,000,000 to the Trustee on the Closing Date, and the Trustee will deposit such proceeds in the 2025 Account.

(b) The Town will direct the Trustee to invest the funds on deposit in the 2025 Construction Account pursuant to written directions provided by the Town in a closing certificate executed and delivered by a Town Representative on the Closing Date in accordance with the provisions of Section 5.7 of the General Indenture.

Section 5.3 Application of 2025 Account.

(a) Proceeds in the 2025 Account of the Construction Fund may be applied for any of the following purposes:

(i) the payment of Costs of Issuance related to the 2025 Note;

(ii) the payment of all other Costs of Construction in the manner and subject to the restrictions provided in subsection (b) of this Section; and

(iii) transfer to the Debt Service Fund to make up any deficiency therein in accordance with the priorities established in Section 5.4 of the General Indenture.

(b) On the filing with the Trustee of a requisition of the Town signed by a Town Representative with respect to Costs of Construction and, as to disbursements other than for Costs of Issuance, signed by a Consulting Engineer, stating by general classification the purpose for which each disbursement is to be made and that such work was actually performed, such service was actually rendered or such materials, supplies or equipment actually delivered, installed or fabricated, the Trustee will make or cause to be made a disbursement from the 2025 Account for the payment of such Costs of Construction.

[END OF ARTICLE V]

ARTICLE VI
MISCELLANEOUS

Section 6.1 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or will be construed to confer on, or to give to any person other than the Town, the Trustee, the Paying Agent and the Owner, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Town or the Trustee will be for the sole and exclusive benefit of the Town, the Trustee, the Paying Agent and the Owner.

Section 6.2 Titles, Headings, Captions, Etc. The titles, captions and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof.

Section 6.3 Severability. If a court of competent jurisdiction holds invalid or unenforceable any provision of this Indenture, such holding will not invalidate or render unenforceable any other provision hereof. If any one or more of the provisions provided in this Indenture is construed to be invalid or unenforceable, the parties hereto shall, in the alternative, agree to replace such provision with a lawful provision which most nearly approximates the provision held to be invalid or unenforceable.

Section 6.4 Governing Law. This Indenture will be governed and construed in accordance with the laws of the State of North Carolina, without regard to conflict of law principles.

Section 6.5 Execution in Counterparts. This Indenture may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Indenture delivered by Electronic Means will be deemed to have the same legal effect as delivery of a manual signed copy of this Indenture. This Indenture and related documents may be sent and stored by Electronic Means.

Section 6.6 Notices. All notices, certificates or other communications will be sufficiently given and will be deemed given when delivered or mailed by Electronic Means, or by certified or registered mail, postage prepaid, as follows:

If to the Town:

Town of Holly Springs, North Carolina
P.O. Box 8
Holly Springs, North Carolina 27540
Attention: Finance Director
Email: tina.stroupe@hollyspringsnc.gov

If to the Trustee, the Registrar or Paying Agent:

U.S. Bank Trust Company, National Association
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202-1078 CN-NC-H27A
Attention: Corporate Trust Services.
Email: ryan.riggleman@usbank.com

If to the LGC:

Local Government Commission of North Carolina
Department of State Treasurer
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

If to the Purchaser:

PNC Bank, National Association
301 Fayetteville Street, Suite 2100
Raleigh, North Carolina 27601
Attention: Kyle Huber, Senior Vice President
E-mail: kyle.huber@pnc.com

The parties hereto may, by written notice to each other, designate any further or different addresses or method of delivery to which subsequent notices, certificates or other communications will be sent. Notices under this Section may also be sent by Electronic Means and shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment).

Section 6.7 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 6.8 Electronic Instructions; Electronic Signature. The Trustee shall accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods, provided, however, that the Town shall provide to the Trustee an incumbency certificate listing the names of the individuals who are designated and authorized to sign for the Town or in the name of the Town, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. The Trustee shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Town agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; provided that such unauthorized instructions, interception or misuse was not due to the Trustee's negligence or the compromise of Trustee's security systems.

All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign (or such other digital signature provider as specified in writing to Trustee by the Town Representative)), in English.

Section 6.9 USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee requires documentation to verify its formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses,

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Town and the Trustee have caused this Indenture to be executed in their respective names as of the date first above written.

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Sean Mayefskie
Mayor

[SEAL]

ATTEST:

By: _____
Linda McKinney
Town Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURE PAGE OF SERIES INDENTURE, NUMBER 2]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Ryan Riggleman
Vice President

EXHIBIT A

FORM OF 2025 NOTE

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE TOWN IN CONNECTION WITH THE OFFERING AND SALE OF THIS 2025 NOTE. THIS 2025 NOTE, EXCEPT FOR PERMITTED TRANSFERS AS PROVIDED HEREIN, IS NON-TRANSFERABLE.

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
ENTERPRISE SYSTEMS REVENUE BOND ANTICIPATION NOTE, SERIES 2025

No. R-1 **$22,000,000**

INTEREST RATE	DATED DATE	MATURITY DATE
3.74%	**September 10, 2025**	**September 10, 2026**

REGISTERED OWNER: **PNC BANK, NATIONAL ASSOCIATION**

PRINCIPAL AMOUNT: **TWENTY-TWO MILLION DOLLARS**

THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA *(the* "*Town*"), a municipal corporation of the State of North Carolina (the "*State*"), for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Owner named above the Principal Amount stated above on the Maturity Date set forth above (or earlier as described below) and to pay such Owner at the address as it appears on the registration books kept by U.S. Bank Trust Company, National Association, the Registrar, the Trustee and the Paying Agent for the 2025 Notes (the "*Registrar,*" the "*Paying Agent*" and the "*Trustee*"), at the close of business on the 15th day of the month preceding each hereinafter-described Interest Payment Date (each, a "*Record Date*"), interest on such Principal Amount on March 10, 2026 and September 10, 2026 (each an "*Interest Payment Date*") at the Interest Rate set forth above, which shall be subject to adjustment as provided in the Series Indenture (defined below), from the Interest Payment Date next preceding the date of authentication (unless (1) the date of such authentication precedes the first Interest Payment Date, in which case interest with respect thereto will be payable from the date of issuance of this 2025 Note or (2) the date of such authentication is an Interest Payment Date to which interest on this 2025 Note has been paid in full or duly provided for in accordance with the terms of the Indenture, in which case interest with respect thereto will be payable from such Interest Payment Date).

Both the principal and the interest and any premium on this 2025 Note are payable in any lawful coin or currency of the United States of America and (except for interest which is payable by check or draft as stated above) are payable at the designated corporate trust office of the Paying Agent in Charlotte, North Carolina. At the written request of the Owner, principal and interest may be payable by wire transfer at the address specified in writing by the Owner to the Paying Agent by the Record Date. The Trustee is appointed as the Paying Agent and Registrar for the Note.

This 2025 Note is a special obligation of the Town. The Principal of, premium, if any, and Interest on this 2025 Note are not payable from the general funds of the Town, nor do they constitute a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues except the funds which are pledged under the Indenture (defined below). Neither the credit nor the taxing power of the State or the Town are pledged for the payment of the Principal of, premium, if any, or Interest on this 2025 Note, and no Owner of this 2025 Note has the right to compel the exercise of the taxing power by the State or the Town or the forfeiture of any of its property in connection with any Event of Default.

This 2025 Note is a duly authorized Series of Bonds of the Town designated "*Town of Holly Springs, North Carolina Enterprise Systems Revenue Bond Anticipation Note, Series 2025*" (the "*2025 Note*"), issued under a General Trust Indenture dated as of July 1, 2024 (the "*General Indenture*"), and Series Indenture, Number 2 dated as of September 1, 2025 (the "*Series Indenture*," and together with the General Indenture and all supplements thereto, the "*Indenture*"), each between the City and the Trustee. Unless the context indicates otherwise, all capitalized, undefined terms used herein have the meanings given in the Indenture. This 2025 Note is being issued to (a) finance extensions, additions, and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the Enterprise Systems, including, but not limited to, (i) the construction, equipping, and furnishing of a Laboratory and Operators building, and (ii) site preparation and grading for treatment infrastructure improvements at the Utley Creek Water Reclamation Facility site, and (b) pay the costs of issuing the 2025 Note.

This 2025 Note is being issued in anticipation of the issuance of a long-term Series of Bonds (the *"Take-Out Bonds"*), the proceeds of which are expected to be used to pay the outstanding Principal Amount of the 2025 Note on or before the Maturity Date. This 2025 Note, together with interest thereon, is a special obligation of the Town payable solely from Net Revenues (as defined in the General Indenture) of the Enterprise Systems (except to the extent paid out of money attributable to 2025 Note proceeds or, the income from the temporary investment thereof and, under certain circumstances, proceeds from insurance and condemnation awards or from proceeds of the Take-Out Bonds) and constitutes a valid claim of the Owners thereof only against the funds and other money held by the Trustee for the benefit of the Owner of this 2025 Note, which amounts are pledged and assigned pursuant to the General Indenture for the equal and ratable payment of this 2025 Note and the other Bonds issued under the General Indenture. The Town has previously issued under the General Indenture a Series of Bonds (the "*Prior Bonds*"). This 2025 Note, the Prior Bonds and any other Bonds issued under the General Indenture are parity obligations under the General Indenture. This 2025 Note is further secured by a pledge, charge, and lien on the proceeds of the Take-Out Bonds if and when issued under the General Indenture; *provided, however,* that this 2025 Note is payable as to both principal and interest from the Trust Estate if not paid from the proceeds of the Take-Out Bonds or otherwise paid.

Under the Indenture the Town has, for the benefit of the Owners of the Bonds, assigned the Town's rights to all Revenues and to any and all money and securities in all of the funds and accounts established under the Indenture, except the Enterprise Systems Operating Fund, the Extension and Replacement Fund, and the Surplus Fund, to the Trustee in trust.

Reference is made to the General Indenture for a more complete statement of the provisions thereof and of the rights of the Town, the Trustee and the Owner of this 2025 Note. Copies of the General Indenture are on file and may be inspected at the designated office of the Trustee.

This 2025 Note is issued and the Indenture was made and entered into pursuant to the constitution and laws of the State, and particularly in conformity with the provisions, restrictions and limitations of General Statutes of North Carolina Section 159-80 *et seq.*, as amended. This 2025 Note is exchangeable on the presentation and surrender hereof at the designated office of the Registrar for a 2025 Note of other

Authorized Denominations. On surrender for registration of transfer, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner hereof or his or her attorney duly authorized in writing, the Registrar will authenticate and deliver in the name of the transferee or transferees a new fully registered 2025 Note. The Registrar may require the payment by any Owner requesting registration of transfer or exchange of this 2025 Note of any tax, fee or other governmental charge required to be paid with respect to such registration of transfer or exchange. The Registrar is not required to register the transfer of or exchange any portion of this 2025 Note selected, called or being called for redemption in whole or in part. The person in whose name this 2025 Note is registered will be deemed and regarded as the absolute owner hereof for all purposes, and payment of this 2025 Note will be made only to or upon the written order of the Owner hereof to his or her legal representative. All such payments will be valid and effectual to satisfy and discharge this 2025 Note to the extent of the sum or sums paid.

During the period beginning on the Closing Date and ending on August 11, 2025 (the "*Make-Whole Period*"), the Town may redeem this 2025 Note in whole or in part at its option on any Business Day at a redemption price equal to: (1) the Outstanding Principal Amount, plus interest accrued thereon to the redemption date, plus (2) an amount equal to the Cost of Redemption.

"*Cost of Redemption*" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the redemption date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be redeemed, and (c) the number of years, including fractional years, from the redemption date to the end of the applicable interest period. The yield on any U.S. Treasury obligation will be determined by reference to Federal Reserve Statistical Release H.15 (519) "Selected Interest Rates." For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the redemption date will be deemed the discount rate. The Purchaser will provide the Town and the Trustee with a written statement explaining the calculation of the Cost of Redemption, which statement will, in absence of manifest error, be conclusive and binding on the Town.

Beginning on the date of the expiration of the Make-Whole Period and continuing thereafter, the Town may redeem the 2025 Note in whole or in part on any Business Day at a redemption price equal to 100% of the Outstanding Principal Amount, without premium, plus the accrued interest thereon to the redemption date.

The Trustee shall give notice of redemption under Section 3.1 not less than 15 days (or such lesser period of time as may be agreed to by the Owner of the 2025 Note) before the redemption date (1) to the LGC by Mail or Electronic Means, and (2) to the Owner of the 2025 Note by Mail or Electronic Means, or by such other means as may be permitted by the then-registered Owner of the 2025 Note at the last address shown on the registration books kept by the Trustee. Such notice must (1) specify the redemption date, the redemption price and the place or places where amounts due on such redemption must be payable (which must be the designated corporate office of the Trustee) and if less than all of the 2025 Note is to be prepaid, the portion of the 2025 Note to be prepaid, and (2) state that on the redemption date, the 2025 Note or portion thereof to be redeemed will cease to bear interest.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such redemption, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of the 2025 Note or portion thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the LGC, or any defect therein, shall not affect the validity of any proceedings for the redemption of the 2025 Note.

Any notice mailed as provided in this Section is conclusively presumed to have been duly given, whether or not the Owner receives the notice.

In the case of an optional redemption of the 2025 Note, the redemption notice may state (1) that it is conditioned upon the deposit of money with the Trustee on the redemption date at the time and in an amount equal to the amount necessary to effect the redemption and such notice will be of no effect unless such money is so deposited, and (2) that the Town retains the right to rescind the redemption notice on or prior to the scheduled redemption date, and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as described below.

Any scheduled redemption of 2025 Note or portion thereof may be rescinded in whole or in part at any time prior to the redemption date if the Town delivers written notice to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Owner of the 2025 Note. Any 2025 Note where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, the failure of the Town to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Owner of the 2025 Note that the redemption did not occur and that the 2025 Note called for redemption and not so paid remains Outstanding.

The General Indenture permits amendment thereto in certain cases with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding and in other cases with the consent of all the Owners of the aggregate principal amount of the Bonds at the time Outstanding. The General Indenture also contains provisions permitting the Town and the Trustee to enter into amendments to the General Indenture without the consent of the Owners of the Bonds for certain purposes. Any consent or request by the Owner of this 2025 Note is conclusive and binding on such Owner and on all future Owners of this 2025 Note and of any 2025 Note issued on the transfer of this 2025 Note whether or not notation of such consent or request is made on this 2025 Note. **THIS 2025 NOTE WILL BE NON-TRANSFERABLE, EXCEPT AS PROVIDED ON THE FACE OF THIS 2025 NOTE. THE TRUSTEE HAS NO OBLIGATION TO PAY ANY AMOUNTS DUE ON THIS 2025 NOTE TO ANYONE OTHER THAN THE OWNER OF THIS 2025 NOTE AS SHOWN ON THE REGISTRATION BOOKS KEPT BY THE TRUSTEE.**

This 2025 Note is issued with the intent that the laws of the State of North Carolina will govern its legality, validity, enforceability and construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in connection with the issuance of this 2025 Note and the execution of the Indenture have happened, existed and have been performed as so required.

This 2025 Note is not valid or obligatory for any purpose or entitled to any benefit or security under the Indenture until it is authenticated by the execution by the Authenticating Agent (as defined in the General Indenture) of the certificate of authentication endorsed hereon.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

***IN WITNESS WHEREOF*,** the Town of Holly Springs, North Carolina has caused this 2025 Note to be executed with the manual or facsimile signatures of its Mayor and Town Clerk and has caused the Town's official seal or a facsimile thereof to be impressed or imprinted hereon.

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Sean Mayefskie
Mayor

[SEAL]

ATTEST:

By: _____
Linda McKinney
Town Clerk

[COUNTERPART SIGNATURE PAGE TO THE
LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA

RELATED TO

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
ENTERPRISE SYSTEMS REVENUE BOND ANTICIPATION NOTE,
SERIES 2025]

Date of Execution: September 10, 2025

The issue hereof has been approved under the
provisions of The State and Local Government Revenue Bond Act.

_____

Jennifer Wimmer
Deputy Secretary of the Local Government Commission

CERTIFICATE OF AUTHENTICATION

Date of Authentication: September 10, 2025

This Bond is one of the Enterprise Systems Revenue Bond Anticipation Note, Series 2025 designated herein issued under the provisions of the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Registrar and Paying Agent

By: _____
Ryan Riggleman
Vice President

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
Signature guaranteed by:

_____

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("*Stamp*") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

EXHIBIT B

FORM OF REQUISITION

U.S. Bank Trust Company, National Association
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202-1078 CN-NC-H27A
Attention: Corporate Trust Services

Re: Disbursement from the 2025 Account of the Construction Fund (the "*2025 Account*") relating to the Town of Holly Springs, North Carolina Enterprise Systems Revenue Bond Anticipation Note, Series 2025

Dear :

Under Section 5.3 of Series Indenture, Number 2 dated as of September 1, 2025 (the "*Series Indenture*") between the Town of Holly Springs, North Carolina and U.S. Bank Trust Company, National Association, as trustee, we hereby request you to disburse from the 2025 Account as follows:

1. The amount to be disbursed is $_____.

2. The name and address of the person, firm or corporation to whom the disbursement should be made is as follows:

_____
_____
_____
_____
_____

3. The purpose of the disbursement is to _____.

4. The disbursement herein requested is for service actually rendered.

DATED this _____day of _____, _____.

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Town Representative

To the best of my knowledge and belief, I certify that payments made as described in #3 above are for work actually completed. I do not certify if such payments have been actually made.

By: _____
Consulting Engineer

$22,000,000
Town of Holly Springs, North Carolina,
Enterprise Systems Revenue Bond Anticipation Note,
Series 2025

NOTE PURCHASE AGREEMENT

September 10, 2025

Local Government Commission of North Carolina
3200 Atlantic Avenue
Longleaf Building
Raleigh, North Carolina 27604

Town of Holly Springs, North Carolina
128 S. Main St.
Holly Springs, North Carolina 27540

Ladies and Gentlemen:

The undersigned, PNC Bank, National Association (the "*Purchaser*"), hereby offers to enter into this Note Purchase Agreement (this "*Purchase Agreement*") with the Local Government Commission of North Carolina (the "*Commission*") concerning the sale by the Commission and the purchase by the Purchaser of the above-described issue which, upon acceptance of such offer by the Commission and approval of such offer by the Town of Holly Springs, North Carolina (the "*Town*"), will be in full force and effect in accordance with its terms and binding upon the Commission, the Town, and the Purchaser.

Section 1.

Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Commission hereby agrees to sell and the Purchaser hereby agrees to purchase $22,000,000 principal amount of the Town's Enterprise Systems Revenue Bond Anticipation Note, Series 2025 (the "*2025 Note*") at a price of par. The Town will issue the 2025 Note under a General Trust Indenture dated as of July 1, 2024 (the "*General Indenture*"), and Series Indenture, Number 2, dated as of September 1, 2025 (the "*Series Indenture*" and together with the General Indenture, the "*Indenture*"), each between the Town and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"). The 2025 Note will be an additional Series of Bonds under the Indenture.

The 2025 Note will mature, is subject to redemption prior to maturity, and will bear interest at the rate and have such other terms and provisions as are described in the Series Indenture.

Section 2.

All expenses and costs of the Commission incident to the performance of its obligations in connection with the authorization, issuance and sale of the 2025 Note shall be paid from available funds of the Town at or prior to Closing (as hereinafter defined).

No recourse shall be had by the Purchaser for any claims based on this Purchase Agreement or otherwise against any member, officer or agent of the Commission in his or her individual capacity, all such liabilities, if any, being waived by the Purchaser.

Section 3.

The Town acknowledges and agrees that: (a)(i) the arranging, structuring and other services regarding this Purchase Agreement provided by the Purchaser and any affiliate thereof are arm's length commercial transactions between the Town on the one hand, and the Purchaser and any affiliates thereof on the other hand, (ii) the Town has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Town is capable of evaluating and understands and accepts, the terms, risks and conditions of the transactions; (b)(i) the Purchaser and each affiliate thereof is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisory, agent or fiduciary for the Town or any other person, whether natural or legal, and (ii) neither the Purchaser nor any affiliate thereof has any obligation to the Town with respect to the transactions herein, except those obligations expressly set forth herein; and (c) the Purchaser and each affiliate thereof may be engaged in a broad range of transactions that involve interests that differ from those of the Town, and neither the Purchaser, nor any affiliate thereof has any obligation to disclose any of such interests to the Town. To the fullest extent permitted by applicable laws, the Town hereby waives and releases any claims that it may have against the Purchaser and each affiliate thereof with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transactions related to the 2025 Note.

Section 4.

The Commission represents and warrants that:

(a) it is duly organized and validly existing as a division of the Department of the Treasurer of the State of North Carolina, vested with the rights and powers conferred upon it pursuant to Article 4, as amended, of Chapter 159 of the General Statutes of North Carolina, and Article 9, as amended, of Chapter 159 of the General Statutes of North Carolina (collectively, the "*Authorizing Statutes*");

(b) it has full power and authority to approve the issuance and provide for the sale of the 2025 Note as provided in this Purchase Agreement and the Commission has taken or will take all action required by the Authorizing Statutes and other applicable laws in connection therewith;

(c) it has duly authorized the execution and delivery of this Purchase Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the 2025 Note to the Purchaser;

(d) the execution and delivery of this Purchase Agreement and the performance by the Commission of its obligations hereunder are within the powers of the Commission;

(e) no consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the Commission as a condition precedent to the issuance or sale of the 2025

Note or the execution and delivery of this Purchase Agreement or the performance by the Commission of its obligations hereunder; and

(f) there is no litigation at law or in equity or any proceeding before any governmental agency pending against or involving the Commission or, to the best of the Commission's knowledge, threatened, to restrain or enjoin the issuance or delivery of the 2025 Note or the execution or delivery by the Commission of this Purchase Agreement and the performance of its obligations hereunder.

Section 5.

The Town represents and warrants that:

(a) the Town is a municipal corporation, validly organized and existing under the laws of the State of North Carolina with the powers and authority, among others, to accept and agree to this Purchase Agreement and execute the Series Indenture, carry out and consummate the transactions contemplated by the aforesaid documents and issue and provide for the sale of the 2025 Note and pursuant to the Authorizing Statutes, the Town has taken or will take all action required under the Constitution and laws of the State of North Carolina in connection with such issuance and sale;

(e) since June 30, 2024, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Town, and the Town has not incurred liabilities that would materially affect the ability of the Town to discharge its obligations under the Series Indenture, direct or contingent;

(c) the Town has received and there remain currently in full force and effect, or will receive prior to the delivery of the 2025 Note, all governmental consents and approvals that would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Town of its obligations under the Series Indenture;

(d) at a meeting of the Town Council that was duly called and at which a quorum was present and acting throughout, the Town duly authorized the issuance of the 2025 Note and approved the execution and delivery by the Town of the Series Indenture and this Purchase Agreement (collectively, the "*Town Documents*");

(e) when paid for by the Purchaser at the Closing in accordance with the provisions of this Purchase Agreement, the 2025 Note will have been duly authorized, executed, issued and delivered and will constitute a valid and binding limited obligation of the Town of the character permitted to be issued by the Authorizing Statutes, in conformity with, subject to the terms and limitations of, and entitled to the benefit and security of, the Series Indenture;

(f) the execution and delivery of the Town Documents by the Town and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby and hereunder, do not and will not conflict with, constitute a breach of or default under or result in the creation of a lien on any property of the Town (except as contemplated therein) pursuant to applicable law or any indenture, bond order, deed of trust, mortgage, agreement or other instrument to which the Town is a party or by which the Town is bound, or conflict with or violate any applicable law, administrative rule, regulation, judgment, court order or consent decree to which the Town is subject;

(g) there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency or public board or body, pending or, to this best of its knowledge, threatened (i) contesting the corporate existence or powers of the Town or the titles of the

officers of the Town to their respective offices, (ii) seeking to prohibit, restrain or enjoin the collection of revenues by the Town or the application of the proceeds of the 2025 Note wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position of the Town or the operation of its facilities or the validity or enforceability of the Series Indenture, or (iii) contesting or affecting the validity of the Town Documents (nor, to the best knowledge of the Town, is there any basis therefor); and

(h) the Town is not in violation of any applicable constitutional provision, law or administrative regulation of the State of North Carolina or the United States of America or in default under any agreement, resolution, indenture or instrument to which the Town is a party or by which the Town is bound, the effect of which violation or default would be material to the Town, and no event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute such a violation or default hereunder or thereunder.

Section 6.

At 10:00 A.M., New York Town time, on September 10, 2025, or at such other time or on such earlier or later date as mutually agreed upon by the Town, the Commission and the Purchaser (the "*Closing*"), the Commission will deliver or cause to be delivered to the Purchaser the 2025 Note duly executed and authenticated, and at the offices of the Town, or in such other place as mutually acceptable to the Town and the Purchaser, the other documents hereinafter mentioned.

Section 7.

At or prior to the Closing, the Purchaser must receive the following:

(1) the unqualified approving opinion of Bond Counsel with respect to the 2025 Note, dated the date of Closing, addressed to the Town and the Purchaser;

(2) an opinion of the Town Attorney, dated the date of Closing and addressed to the Purchaser and the Town, in form satisfactory to the Purchaser;

(3) a certified copy of the necessary resolutions, proceedings and certificates relating to the approval and sale of the 2025 Note;

(4) a certified copy of the General Indenture;

(5) executed copies of the Series Indenture and this Purchase Agreement;

(6) a Tax Certificate of the Town, in form satisfactory to Bond Counsel, executed by authorized officials of the Town to the 2025A Note;

(7) evidence that a Form 8038-G relating to the 2025A Note has been executed by the Town and will be filed with the Internal Revenue Service within the applicable time limit and

(8) such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser or Bond Counsel may reasonably request.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Agreement will be deemed to be in compliance with the provisions of this Purchase Agreement

if, but only if, in the reasonable judgment of the Purchaser and counsel to the Purchaser, they are satisfactory in form and substance.

Section 8.

Section 4.1 of the Series Indenture establishes a 2025 Account of the Construction Fund (the "*2025 Account*"). The Purchaser and the Town covenant that such 2025 Account shall be held in a public funds money market account of the Purchaser bearing interest at an interest rate agreed upon between the Purchaser and the Town, as provided in the term sheet of the Purchaser dated August 1, 2025 (the "*Term Sheet*"). Notwithstanding the foregoing, if the 2025 Account is held in a public funds money market account of the Purchaser but accruing interest at a rate other than the interest rate agreed to in the Term Sheet, the Town may direct the Trustee to invest the 2025 Account in another Investment Securities (as defined in the General Indenture) without violating its covenant herein. [to delete if funds held in Trustee-held account]

Section 9.

The Town will furnish to the Purchaser (1) annually, within 210 days of the end of its fiscal year, current audited financial statements and (2) such other documents relating to the financial condition of the Town as the Purchaser may request. The Town may satisfy its obligation to provide audited financial statements by posting the same on the Town's web page or on the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) website.

Section 10.

The Town will pay any expenses incident to the performance of its obligations hereunder, including (without limitation): (i) the fees of Bond Counsel and counsel to the Purchaser and (ii) the fees and disbursements of any other experts or consultants retained by the Town, including First Tryon Advisors.

Section 11.

Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing by mail as follows:

If to the Town:

Town of Holly Springs, North Carolina
P.O. Box 8
Holly Springs, North Carolina 27540
Attention: Finance Director
Email: tina.stroupe@hollyspringsnc.gov

If to the Commission:

Local Government Commission of North Carolina
Department of State Treasurer
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary
Telephone: (919) 814-4300

If to the Purchaser:

PNC Bank, National Association
301 Fayetteville Street, Suite 2100
Raleigh, North Carolina 27601
Attention: Kyle Huber, Senior Vice President
E-mail: kyle.huber@pnc.com

The parties hereto may, by written notice to each other, designate any further or different addresses or method of delivery to which subsequent notices, certificates or other communications will be sent. Notices under this Section may also be sent by electronic means and shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment).

Section 12.

This Purchase Agreement is made solely for the benefit of the Purchaser, the Commission and the Town (including their successors or assigns) and no other person, partnership, association or corporation will acquire or have any right hereunder or by virtue hereof.

Section 13.

This Purchase Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflict of law principles.

Section 14.

This Purchase Agreement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Purchase Agreement delivered by electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Purchase Agreement.

Section 15.

All representations, warranties and agreements in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Purchaser, and (b) delivery of any payment by the Purchaser for the 2025 Note hereunder.

Section 16.

The Purchaser understands that "E-Verify" is defined by Section 64-25(5) of the General Statutes of North Carolina, as amended, as a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees. The Purchaser uses E-Verify to verify the work authorization of their employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Any entity to which any of the Purchaser's obligations under this Purchase Agreement are subcontracted will comply with the requirements of E-Verify.

[Signatures on Next Page.]

[SIGNATURE PAGE TO NOTE PURCHASE AGREEMENT
RELATED TO
TOWN OF HOLLY SPRINGS, NORTH CAROLINA,
ENTERPRISE SYSTEMS REVENUE BOND ANTICIPATION NOTE,
SERIES 2025]

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

By: _____
Kyle Huber
Senior Vice President

Accepted and confirmed as of
the date first above written:

**LOCAL GOVERNMENT COMMISSION
OF NORTH CAROLINA**

By: _____
Jennifer Wimmer
Deputy Secretary

[COUNTERPART SIGNATURE PAGE TO NOTE PURCHASE AGREEMENT
RELATED TO
TOWN OF HOLLY SPRINGS, NORTH CAROLINA,
ENTERPRISE SYSTEMS REVENUE BOND ANTICIPATION NOTE,
SERIES 2025]

Accepted and confirmed as of
the date first above written:

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Sean Mayefskie
Mayor

[COUNTERPART SIGNATURE PAGE TO NOTE PURCHASE AGREEMENT
RELATED TO
TOWN OF HOLLY SPRINGS, NORTH CAROLINA,
ENTERPRISE SYSTEMS REVENUE BOND ANTICIPATION NOTE,
SERIES 2025]