Holly Springs Town Council
7:00 PM **Tuesday, October 21, 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 October 21, 2025 meeting agenda

RECOGNITIONS

5. U. S. Marines 250th Anniversary

CONSENT AGENDA

6. September 9, 2025 Workshop Meeting and September 16, 2025 Business Meeting Minutes
7. Monthly Budget Amendments
8. 1432 Avent Ferry Rd., Courtyards at Holly Grove (formerly Graham Wood) Voluntary Annexation A25-06
9. Surplus of Firearm and Badge for Upcoming Police Department Retirement
10. Board Appointments Policy Update
11. America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment/Emergency Response Plan Contract Approval
12. Sole Source items for Phase 2 of the Utley Creek Water Reclamation Facility (UCWRF) 6-8 MGD Upgrade project
13. Public Works Asset Surplus over $30,000
14. Avent Ferry Widening - Phase 2 NCDOT Supplemental Agreement

PUBLIC HEARINGS

15. Seasons at Wilbon Rezoning 25-REZ-06 and Development Agreement - Legislative Public Hearing
16. Brook Manor Subdivision Completion Development Agreement - Legislative Public Hearing
17. Duke Friendship Substation (Deer Path Rd.) Voluntary Annexation A25-07 - Legislative Public Hearing
18. Comprehensive Plan Amendment 25-CPA-01 Sections 4 Community Facilities, 5 Infrastructure & Utilities, and 6 Natural Resources - Legislative Public Hearing
19. Semiannual UDO Text Amendments 25-UDO-02 - Legislative Public Hearing
20. Economic Development Agreement with Ypsomed Manufacturing USA

NEW BUSINESS

21. Duke Friendship Substation Rezoning (Deer Path Rd) 25-REZ-04
22. Holly Springs Business Park PUD Amendment 01-PUD-03-A05 for Pine Springs Upper School

UNFINISHED BUSINESS

23. 1317 N Main St. Commercial Tracts Development Plan Major Amendment (21-DP-02-A02)

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.

Recognitions
Title: U. S. Marines 250th Anniversary
Strategic Priority Area: Vibrant Community
Staff Resource: Mayor Mayefskie

Action(s):
Issue Proclamation

Explanation:

- A resolution of the Second Continental Congress on November 10, 1775 stated that "two Battalions of Marines be raised" establishing the Continental Marines, which became known as the United States Marine Corps.
- Over 40,000 marines are based in North Carolina.

Background:

- The U.S. Marine Corps has played a crucial role in defending the United States.
- The "President's Own" Marine Band, established in 1798, is the oldest continuously active professional musical organization in the United States, performing at every inauguration since Thomas Jefferson's in 1801.

Funding Source(s):
N/A

Attachment(s):
1. US Marine Corps 250th Proclamation

Town of Holly Springs

A Proclamation By The Mayor

250th Anniversary of the U.S. Marine Corps

WHEREAS, the United States Marine Corps, was established on November 10, 1775 by a resolution of the Continental Congress, forming an integral part of the nation's armed forces with a mission to protect and serve our country; and

WHEREAS, over the past two and a half centuries the Marines have played a crucial role in defending the freedoms and liberties of the United States, participating valiantly in conflicts and humanitarian missions across the globe; and,

WHEREAS, the ethos of the Marine Corps - honor, courage, and commitment - has been exemplified in countless acts of heroism and service by its members, who have upheld the highest standards of duty and loyalty;

WHEREAS, the President's Own Marine Band was established in 1798 and has performed at every inauguration since Thomas Jefferson's in 1801, and is the oldest continuously active professional musical organization in the United States; and

WHEREAS, this year marks a significant milestone in the Marine Corps' history, a time to honor its rich heritage and celebrate the contributions of its soldiers, past and present;

NOW, THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim November 10, 2025 as the

U.S. Marine Corps' 250th Anniversary

in the Town of Holly Springs and encourage all citizens reflection the rich history and contributions of the Marine Corps and to honor the men and women who have worn the uniform with pride and distinction.

Proclaimed this, the 21st day of October, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 21st day of October, 2025.

Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda
Title: September 9, 2025 Workshop Meeting and September 16, 2025 Business Meeting Minutes
Strategic Priority Area: Organizational Excellence
Staff Resource: Linda McKinney, Town Clerk

Action(s):
Approve the minutes of the September 9, 2025, Workshop Meeting and September 16, 2025, Business Meeting.

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. 9.9.25 workshop minutes- Draft
2. 9.16.25 minutes - DRAFT

Mayor and Council Workshop
6 p.m. September 9, 2025
Law Enforcement Center, and livestream

MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, September 9, 2025 at the Law Enforcement Center and via livestreaming. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Council members were present in the room as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Council members Tim Forrest, Danielle Hewetson, Annie Drees, and Chris Deshazor.

Council Members Absent: Mayor Pro Tem Dan Berry.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; John Schifano, Town Attorney; Jesse Dixon, IT; Corey Petersohn, Director, Office of Budget and Strategic Planning; Paige Scott, Director, Public Works; Cassie Hack, Director, Communications and Marketing; Chris Hills, Director Development Services; Sean Ryan, Elizabeth Goodson, Chris Ritter-Garcia, Sarah Lipkin Sularz, Development Services; and Rachel Jones, Utilities and Infrastructure.

Mayor Mayefskie called the meeting to order at 6:00 p.m.

1. Overview: Randy Harrington, Town Manager, gave an overview of the meeting agenda.

2. Development Services Updates

a. Microtransit

Chris Hills, Director of Development Services, said he was going to provide an overview of the selection process and community feedback received and request final direction on branding and service options for the microtransit program. He reminded the Council of the previous engagement on this topic, beginning with last year's retreat, and what they initially thought the program would look like. He said that the project has come in on time, under budget, and focused on quality service to the town.

Chris Ritter-Garcia, Development Services, said that community feedback was positive by a ratio of three to one, and gave an overview of the participants. He said that feedback indicated that the number one priority was that it be easy to use, and the number one anticipated destination was dining locations. Hot topics included discussions of the minimum user age, accessibility, service hours, connectivity, and driver quality.

Mr. Hills discussed the components considered in selecting a vendor and the reasons for selecting Freebee as the vendor. He said that the contract was $57,000 below what was budgeted and with the 50% CAMPO grant would cost the town $228,500. Council member Drees asked if this was for 6 months. Mr. Hills said it was for an entire year.

Jason Spiegel of Freebee gave an overview of the company and their service model. He showed a video of the rider experience.

Mr. Hills said there were seven elements in building the microtransit service. He said the service model area that was proposed included zones within the town limits and the ETJ and zone restrictions, and corner to corner. With input from the service provider and other stakeholders, staff recommend a simpler model based on distance restrictions of 7 miles, which

would cover most of the town, and not require transfers from one zone to another and be door-to-door.

Council member Deshazor said he is pleased about the door-to-door service. He asked what the 7-mile restriction leaves out. Mr. Hills said it doesn't leave anything out, but if a rider is at an extreme end of town, they might not make it to the other extreme and it would be only one fare as opposed to changing in the downtown area. The distance is 7 miles from wherever you start. Council member Deshazor asked if the 7 miles would take you out of town. Mr. Hills said no, it is restricted to within town limits.

Mayor Mayefskie said he likes the door to door, especially for seniors who might want to take it to doctor's appointments.

Mr. Hills said staff recommends a minimum age of 16 for a rider not accompanied by an adult, and not including schools as pick-up and drop-off locations. Council member Deshazor asked if the technology would allow a parent to look at the app to see if the child was dropped off. Mr. Spiegel said parents could log into their child's account and see that but there is not a "parent app." Council member Deshazor asked if other places allowed student riders. Mr. Spiegel said that places that allow that see that students "take over the system" and they eventually change to a minimum age of 18. He said there are cameras in the car, but the goal is to maximize ridership and so they pool rides. But they do not pool anyone under 18 with an adult. Council member Hewetson asked how they monitor rider age. What if a 14 year old uses their parent's app to schedule a ride? Mr. Spiegel said there is a photo of you on your account along with your age. If someone shows up that looks too young they can be denied. In his experience that has not happened. Council member Drees asked to clarify that riders under 16 can ride with a parent. Mr. Spiegel said yes, and they have booster seats in the cars to be family friendly.

Council consensus was to set the minimum age at 16.

Staff recommends one fare allowing two persons so that parents or caretakers can accompany the rider. Council member Deshzor asked if it was possible to have a family fare, so a family of four could request the same ride. Mr. Spiegel said you can request up to five passengers on a trip. And the town can design the fare however they like. You can charge additional for additional riders. Council member Deshazor said he is in favor of a family fare for up to 5 people. Council member Hewetson said she thinks it is simpler for one fare to equal 2 riders and 2 fares equals 2 or 3 riders. Mr. Hills said it is very simple; it will be intuitive. You don't have to make a new request for additional riders. The fare would be $2 in-town; $4 for ETJ. The vendor has seen an additional $1 per additional riders, but we can go up to $2 per additional in the ETJ. Council member Deshazor asked if this was the right rate to charge, since it is easier to remain steady than to raise rates every year. Mr. Spiegel said there is a balance between maximizing revenue, or providing an economical way for people to get around town and Council could set their rates according to their goal. Mr. Hills said staff's recommendation is to get people using the service. Having a reasonable fare structure will get more ridership, which he said staff thinks is important to consider at this time.

Council member Forrest asked about maintenance and storage of the vehicles. Mr. Spiegel said they will start procuring a location that as soon as this is approved, but vehicles will be located here in town. Council member Forrest asked how they take vans out of service in the middle of the day to charge. Mr. Spiegel said they do not usually run out of battery in a single day, but if they do we have a fourth vehicle that can jump right into service. Council member Forrest asked if they have had issues getting VW into the country. Mr. Spiegel said they had not. Mayor Mayefskie said Council needed to answer the fee question. He asked if Council was in agreement with $2 for the 1st 2 riders in town and $4 in the ETJ. Consensus was yes.

Mr. Hills said that as a way to launch the program and attract riders, staff recommends that each download of the app come with two free trips (i.e. one round trip). Council was good with this.

Mr. Hills said the program can be evaluated on a quarterly basis with tweaks made as needed. They will evaluate ridership, hours, and other aspects of the service. Council member Hewetson asked if 311 would have any ability to understand and know what is happening if people call the town with issues. Mr. Spiegel said it depends on what the issue is, but FreeBee will give the 311 people a direct line to their customer service to make sure they get an issue resolved quickly. Council member Deshazor asked where their call center was based and Mr. Spiegel said it was in Miami. Their employees were bilingual, but US based.

Branding was discussed and Freebee takes care of that. There are some municipalities that sell advertising, but staff thinks the best way to start is to have the vehicles Holly Springs branded. Revenue from advertising only brings in 5% to 10% of the cost of the service and distracts from the Holly Springs brand.

Mr. Hills said that, working with Communications and Marketing, they discussed various ways of branding this service. They wanted to avoid acronyms and non-Holly Springs specific names. He proposed the name Holly Springs Hopper and said his staff is working with Communications and Marketing on appropriate branding.

Council consensus was to go with that name.

Mr. Hills said that next steps include refining the service in consultation with the vendor, finalizing the branding, developing the app and marketing the program to the public.

Council member Forrest asked if the CAMPO grant proscribed limitations on vehicles, ridership or other aspects of the program. Mr. Ritter-Garcia said there are metrics that we have to hit by years 4 or 5. Council member Forrest asked if the grant defined the insurance requirements. John Schifano, Town Attorney, said the grant did not specify the insurance; that was a town decision.

Council member Drees asked if one could order a car without the app. Mr. Spiegel said that you can call the dispatch center and order a car by phone.

Council member Deshazor said that in Wake Forest, if there is a major event they order more cars. He asked if it be possible to bring the 4th car into service if we think it would be necessary. Mr. Spiegel said yes, the 4th vehicle is easy to bring online, and they have a large fleet if you need more than that.

b. Comprehensive Plan

Sean Ryan, Development Services, said this is a check in on the Comp Plan update. No decisions will be expected tonight, but it will come back to Council for a public hearing and decision later in the fall. He said the Comprehensive Plan Land Use and Character Plan was updated in 2019. In 2021 the Parks, Recreation, and Greenways section was updated followed by the Transportation section in 2022. The final chapters to be updated are Community Facilities, Infrastructure & Utilities, and Natural Areas, which were last updated in 2009. He said these need to be aligned with the other parts of the plan. These sections are based on outdated growth assumptions which make it difficult to plan for future growth of town services. Utility planning does not reflect current trends and usage assumptions, all of which hinders Community Investment Plan development. He outlined the timeline of this project from February of this year to the proposed adoption in November.

Mr. Ryan said that updating these together and aligning key initiatives saves time, money, and resources. He outlined which elements would be delivered this fall, and which in the spring of 2026.

Nolan Raney, Kimely-Horn, introduced Cindy Szwarckop also with Kimley Horn and James Hennessy (Hazen Sawyer), and said they had done extensive stakeholder interviews and a survey. Outreach took place at the Developer's Breakfast, the Farmer's Market and a Holly Springs Salamanders Game. He said the top takeaways from the survey were that the top water and sewer challenges are capacity/availability, and proximity to existing infrastructure. There was a desire to share the cost of water and sewer improvements, a desire for clear

communication and clarity in defining required improvements. And the public desires greenways, sidewalks and similar amenities.

Council member Drees asked for examples on the “similar facilities.” Mr. Raney said ADA sidewalks and amenities like that were brought up. Mr. Raney outlined the seven components of the Infrastructure and Utilities Section of the Plan.

Mr. Hennessy said that flow projections were estimated based on the Land Use and Character Plan and are in line with prior projections with increases primarily due to economic development. He said water modeling was being updated based on field testing and calibration and existing and future system analysis. Sanitary sewer flow modeling has been completed at 21 sites and a new sewer model has been developed for sewer system pipes greater than 10 inches to be used for existing and future system analysis. He said the recommendations are for regional lift station siting, opportunities for lift station consolidation, and looking sewer outfall / “trunkline” corridors to support the Town’s CIP and future growth.

Council discussed what percentage of the Town’s sewer line were 10” and how this would simplify flow studies.

Mr. Raney said that additional utilities covered in Section 5 were Reclaimed Water, Stormwater, and Fiber Optic. They are reviewing existing initiatives and priorities to consider future needs and recommendations and identify strategic implementation opportunities and partnerships, but they will be similar to the other models.

Mr. Raney said that Goals for Infrastructure and Utilities include developing water and sewer priority investment maps, defining future CIP projects and proposed phasing and providing internal tools to assist with reviews and planning. They anticipate that their recommendations will include regional lift station siting, lift station consolidation, sewer outfall corridors, water transmission main corridors and future elevated storage.

Ms. Szwarckop said that work on Section 4: Community Facilities involved facility inventory and mapping and stakeholder engagement. She showed where new development is coming in and discussed what that meant for planning for future facilities. She then showed where managed and protected lands are and discussed strategies and implementation recommendations for Natural Areas and Resource Protection.

Mr. Ryan asked if Council had goals or recommendations to support building utility capacity, or utility availability. Council discussed the cost and return on investment. They discussed the benefits of having utility-ready sites, similar to the business park years ago, and how that cost would be recovered. They discussed the benefits to current residents of correctly sizing pump station capacity strategically. The Northeast Gateway and Southwest areas of town were called out as areas that might justify investment in utilities, and the strategic use of utility location to drive growth where Council wants development to go.

Mr. Hills asked if there were strategic areas the Town should focus on for water and sewer investments. Mayor Mayefskie asked Council for their top three areas to focus on. Consensus was the Northeast Gateway needed to be a focus, with the hybrid approach of focusing on capacity elsewhere. Council discussed how to handle the possibility of a developer coming into an area while the Town was in the middle of an upgrade and how reimbursement would be handled in that case.

Mr. Ryan said that next steps would be continuing development of the Comprehensive Plan sections with an anticipated public hearing in October and Council consideration at the November business meeting. The Utility Master Plan Development will continue through spring of 2026.

3. Advisory Board Vacancy Appointments

Linda McKinney, Town Clerk, said that last spring Council asked her to update the Appointments policy to clarify when and how midterm appointments to the Planning Board (PB), Board of Adjustment (BOA), Parks and Recreation Advisory Committee (PRAC), and Tree Advisory Committee (TAC) would be handled. She said that the current policy specifies that

annual appointments be advertised for a two-month period; February 1st to the first Monday in April for PRAC and TAC and October 1st to the first Monday in December for PB and BOA. Currently the only requirement for midterm openings is that they be advertised for a minimum of 14 days.

Ms. McKinney said that staff's suggestion is that advertising begin no less than 14 days after the Clerk's Office is informed of a resignation and last for a minimum of 14 days. But, to avoid having two application periods with different deadlines running at the same time, resignations made within 28 days of the annual appointment process would be rolled into the annual appointments. Resignations received after the close of the annual appointment process would be filled as midterm openings, using the 14-day deadlines. All applications will be forwarded to Council after the close of the application period to be considered at the next convenient business meeting.

Other changes proposed to the policy clarify advertising locations and methods to match current practice, update retention periods for applications to match the state retention requirements and clean up the formatting of the policy. Council asked for incorporating "all forms of communication" instead of "Town Website." Ms. McKinney said that after Council suggestions are incorporated, the amended Policy will be brought to Council for adoption at a later business meeting.

4. Community Satisfaction Survey

Cassie Hack, Director of Communications and Marketing, said this item was to present an overview of the 2025 Community Survey and receive feedback on questions to inform strategic planning. She reminded Council of the positive feedback received from the 2023 survey including higher satisfaction than the average in the Atlantic region and the nation. Top community priorities were management of traffic, management of growth and development, walking and biking trails, street lighting, visibility of police and the maintenance of town streets. Overall satisfaction with the quality of town services was 29% above the U.S. average, and satisfaction with town employees is 45% above the U.S. average.

Ms. Hack said that for benchmarking to compare how Holly Springs compares to other locations and regional and national averages, it is important to maintain many of the same questions from year to year. However, there was an opportunity to add some questions. She said that certain questions were not deemed necessary because they were covered by other, similar, questions, or because they did not supply significant information. For example, the question "has anyone in your household used a park, recreation facility, or recreation program" received an almost 100% yes answer, whereas other questions around Parks and Recreation drilled down more deeply into which programs and facilities are used. She said the 2023 survey had multiple questions regarding public safety and suggested three questions that could be removed without affecting the data collected, in addition to one question about planning and development that had not provided meaningful data in the previous surveys. Council had questions about public safety questions suggested for removal and Ms. Hack said that data was available in other reports.

Ms. Hack requested feedback on which of several broad areas Council wished to address in the added questions, including the Yard Waste program, downtown priorities, Cultural Center space needs, and cultural events and classes.

Council discussed whether including the downtown priorities would be helpful, and whether the Downtown Plan, which received resident input, does a good job of outlining priorities. There was discussion about polling whether Mims Park should be a passive or active park. Council asked about the number of surveys sent and responses received in past surveys

and how the consultant ensures a statistically valid sample. Chris Hills, Development Services, said information on Mims Park in the Downtown Plan could be pulled and shared with Council. Randy Harrington, Town Manager, suggested one possibility is to frame a question that captures Council's vision and reports how residents react to that vision.

Ms. Hack said that next steps would include launching the survey in mid-November and presenting the results to Council at their February retreat.

5. Ethics Policy

John Schifano, Town Attorney, said at the March 18th meeting when the new ethics policy was adopted, Council posed some questions about other areas that might be included in a future update. He outlined nine best practice elements of an ethics policy as required by statute, and which are covered by the current ethics policy. He said some additional considerations raised by Council were enforcement mechanisms, social media and digital conduct, and enhanced training requirements. He said that these items are covered by our current ethics policy and/or other policies currently in place. He said that conflict of interest could be tweaked if Council desired. Ethics education is covered by statute but is not included in Council's policy. It could be added if preferred. He said the policy could directly encourage in-house education and resources, so it could be added. Record keeping on compliance is not in the policy, but it might be a good thing to add, particularly for complaints and violations.

Other suggestions from Council included adding enforcement mechanism. Current policy says "any action allowed by law" but you could have gradations of enforcement according to the violation. Social Media and digital conduct were mentioned. Mr. Schifano said his thought is that the dictates of the ethics policy cover no matter what the format of the behavior (in person or online). He asked if they wanted a separate Social media policy. They have a communication policy already that dictates when they are speaking for themselves and when they are speaking as a group. Enhanced training requirements could be added should Council desire to add anything.

Council discussed additional ethics training and the retention policy for ethics complaints. Council member Deshazor asked for data on ethics complaints over the last ten years. Mr. Schifano said there had been one and it was not substantiated. Council discussed various scenarios and how they were covered by the current ethics policy, who was entitled to raise an ethics complaint against an elected official, the process of filing the complaint with the Town Attorney, who would investigate and report to the full Council, who would then decide what action to take. Council discussed adding enforcement options to the policy.

Mr. Schifano said he would draft the requested tweaks to the policy and bring it back to a future meeting for Council's consideration.

6. Open Discussion: none

7. Closed Session: none.

8. Adjournment:

Motion to adjourn was made by Council member Deshazor seconded by Council member Forrest and passed with a unanimous vote. The September 9, 2025 workshop meeting of the Holly Springs Town Council was adjourned at 8:14 pm.

Respectfully submitted on Tuesday, October 21, 2025.

Linda C. McKinney

Linda McKinney
Town Clerk

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, September 16, 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, Annie Drees, and Chris Deshazor.

Council Members absent: none.

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, *Director, Office of Budget, Innovation and Strategy;* Cassie Hack, *Director, Communications and Marketing*; Paige Scott, *Director, Public Works;* Freddie Rodriguez, *Public Works* Chris Hills, *Director, Development Services;* Elizabeth Goodson Chris Ritter-Garcia, Sara Lipkin Sularz, Grayson Taylor, and Elliot Blonshine, *Development Services*; Kendra Parrish, *Executive Director of Utilities and Infrastructure;* Carrie Mitchell, Kimberly Keys, Sadel Lassiter, Morgan Nelson, Dirk Siebenbrodt and Tim Athy, *Utilities and Infrastructure;* Tina Stroupe, *Finance Director;* Jay Osborne, *Assistant Town Attorney*; Anna Murphy, *Economic Development;* LeeAnn Plumer, *Director, Parks and Recreation,* Steven Nicholson, Steve McElhaney, and Brian Waretski, *Parks and Recreation;* Paul Liquorie, *Police Chief;* and Kathy White, *Deputy Clerk.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by J. Dwayne Garnett, of Altar and Dwelling Place.

4. Agenda Adjustment: The September 16, 2025 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Forrest
Vote: Unanimous

RECOGNITIONS

5. U.S. Navy 250th Anniversary Proclamation

Mayor Mayefskie proclaimed October 13, 2025 the 250th Anniversary of the U. S. Navy and presented the proclamation to a group of Navy Veterans.

6. The Great Trails State Day Proclamation

Mayor Mayefskie issued a proclamation for the second annual Great Trails State Day and presented it to Parks and Recreation staff.

REQUESTS AND COMMUNICATIONS

7. Yard Waste Update – Leaf Season

Paige Scott, Director of Public Works, said that she and Freddie Rodriguez were here to provide an update on the upcoming fall fee-free yard waste sweep and the seasonal loose leaf and yard waste collection schedule. She said the fall fee-free Sweep is scheduled for October 13 – 17 and yard waste should be at the curb by Sunday, October 12th. Crews will collect by zone, starting Monday through the completion of the collection. Acceptable materials are grass, leaves, twigs, sticks, branches, and pine needles.

Ms. Scott said that seasonal loose-leaf collection starts October 27th. Residents will receive monthly leaf collection services via sweep zones with additional routes for high-foliage areas. Bi-weekly cart collection and convenience center operations remain the same. There are ongoing communications along with HOA collaboration. She showed the zone map and said it was the fourth year of using the zone system, and it was the most successful year yet. She gave the schedule for the standard leaf collection in each zone, explaining that zones B & C might require additional collections given the number of mature trees in those areas of town.

Ms. Scott said that providing the fee-free sweep allows residents to get a clean start and address early leaf dropping and limb shedding. The schedule builds in time for equipment maintenance periods to reduce downtime and increase operational reliability. She said the zones are sized according to anticipated volumes and to allow staff to meet service obligations.

Ms. Scott outlined the planned adjustments to the schedule for the holidays and gave a review of the past year's use of the Convenience Center.

Council member Hewetson said the holiday shift is a good idea.

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:

8. August 19, 2025 and September 2, 2025 Town Council Meetings and August 26, 2025 Holly Springs/Cary Joint Meeting minutes – Council approved the minutes of the August 19th and September 2nd Council meetings and the August 26th Joint meeting with Cary.

9. Guaranteed Maximum Price Contract Amendment #4 for Upfit of Additional Areas at the Operations Campus Facilities – Council approved additional upfit for the Operations Campus buildings as detailed in the packet and adopted Water Capital Project Ordinance 25-30 and Town Buildings Capital Project Ordinance 25-31 to appropriate bond premium and interest earnings to cover total upfit and design expenses totaling $1,070,548. Council authorized the Town Manager to sign and execute contracts associated with this additional Guaranteed Maximum Price scope and the revised project budget.

Copies of Ordinances 25-30 and 25-31 are attached to these minutes.

10. Acceptance of Arts for Towns Grant – Council accepted grand funds from United Arts Council of Raleigh and Wake County in the amount of $2,400 and adopted Grants and Special Revenue Fund Project Ordinance 25-29.

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

11. Surplus of Firearm and Badge for Upcoming Police Department Retirement – Council adopted Resolution 25-40 authorizing the award of badge and sale of service sidearm to retiring Police Captain Mike Patterson.

A copy of Resolution 25-40 is attached to these minutes.

12. Apex/Holly Springs/Cary Memorandum of Understanding for Regional Wastewater Engineering Studies – Council authorized the Town Manager to execute the Memorandum of

Understanding for Engineering Studies on Regional Wastewater System Capacity Options with the Towns of Apex, Holly Springs, and Cary in the amount of $200,000.

13. Duke Friendship Substation (Deer Path Rd.) Voluntary Annexation A25-07 – Council adopted Resolution 25-39 directing the Town Clerk to investigate the sufficiency of annexation petition A25-07 and setting the public hearing for October 21, 2025.

A copy of Resolution 25-39 is attached to these minutes.

14. 1317 N. Main St. Commercial Tracts Development Plan Major Amendment – Council continued deliberation of 1317 N. Main St. Commercial Tracts Development Plan Major Amendment to the October 21, 2025 Town Council Meeting.

PUBLIC HEARINGS

15. Duke Friendship Substation Rezoning (Deer Path Rd.) 25-REZ-04

Grayson Taylor, Development Services, said this item was for Council and Planning Board to consider the rezoning of a parcel at 4113 Deer Path Road for a Duke Energy substation. He said that after tonight's hearing it would go to the September 23rd Planning Board meeting before coming back to Council on October 21st for a decision. He showed where the property is along U.S. 1 and next would go for Civil Construction Drawings, which would be an administrative decision. He explained why Duke was asking for a Conditional Zoning rather than a special use permit.

Mr. Taylor said the land is designated Natural Area and Business & Industrial on the Land Use & Character Plan and currently zoned RR: Rural Residential. There is a portion that is R80, a Wake County designation. He said this part would need to be annexed prior to the rezoning, as it is not currently in our jurisdiction. He gave an overview of the project's history since the neighborhood meeting in January. He said the proposed zoning would be BRT-CD: Business & Research Technology – Conditional Zoning District for the 46.25 acres at the southeast section and Business & Research Technology for the remaining 6.11 acres. They are asking for the Conditional District in order to construct a new substation on the site of a smaller decommissioned site. He showed where the preserved natural area is and the current transmission lines. He showed examples of what substations might look like. He said that the proposed changes from the UDO standard include an 8-foot chain link fence with one-foot barbed wire extending outward and not direct screening, and no required buffer adjacent to US 1 because of the specific areas on the plan that will be preserved.

Elliot Blonshine, Development Services, said no road widening is required. He said that no water or wastewater is needed at the site because it is a substation, therefore it is not subject to the Utilities Allocation Policy.

Mayor Mayefskie opened the public hearing and the following input was received:

Mr. Toby Coleman, representing the applicant, said that the substation on the site was decommissioned in 2019-2020. Because it was out of commission for six years, they are seeking Town approval to replace it. He said that the request of Conditional District Zoning was so that only a substation could be on the property. The adjacent 6.11 acre portion will eventually be recombined with the adjacent Amgen property zoned BRT to be consistent with existing Amgen zoning. He said that the current and planned industrial and commercial development in Holly Springs has resulted in the need for a new substation to meet needs in this area. This upgrade will enhance capacity and reliability to support existing and future customers in the area. He showed the site plan for the substation and said it was consistent with the Comprehensive Plan in that areas of the property proposed for development are located within the "Business and Industrial" designation on the Land Use and Character Plan, a stable power grid enhances public safety and the quality of life. He said that staff recommended approval.

Council member Drees asked if any additional growth was expected on this site. Mr. Coleman said that any additional growth would require the applicant to come back to the town.

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

Council had no feedback for the applicant. Mr. Taylor said the item would go to Planning Board's next meeting and return to Council in October.

16. Holly Springs Business Park PUD Amendment for Pine Springs Upper School – 01-PUD-03-A01

Grayson Taylor, Development Services, said this item was for the public hearing for a major amendment to the Holly Springs Business Park Planned Unit Development. He said that after this hearing it would go to the September 23rd Planning Board meeting before coming back to Council on October 21st for a decision. He showed the location of Tract E within the business park and pointed out that it was designated Business & Industrial in the Land Use and Character Plan and zoned Planned Unit Development (PUD). He outlined the history of the Holly Springs Business Park PUD and the major tenants, and the previous approvals for Tract E. He said the plan calls for 303 total parking spaces with 15 being Electric Vehicle charging and 45 being EV-ready. Mr. Taylor said that Pine Springs Academy is requesting to modify the EV parking standards to apply only to staff and visitor parking and not the student parking. This would reduce the EV spaces from 15 to 6, and the EV-ready spaces from 45 to 18.

Mayor Mayefskie opened the public hearing and the following input was received:

Don Curry, Curry Engineering, speaking for the applicant, outlined the progress so far and said that construction began in the summer of 2025 and they plan to open in the fall of 2026. He said that the applicant felt the Town's EV parking standards were too generic and should not apply to a school. He compared Holly Springs' standard to Apex (4 EV spaces and no EV-ready spaces) and the International Green Building Code (4% and 8%) which he said were lower. He said student parking was reserved for Juniors and Seniors who would not be in school for the whole day, due to internships and work-study. The school will allow students to use EV chargers near the building, which would incentivize them to keep good academic and behavioral standards. This would protect the chargers. He showed where the proposed EV and EV-ready spaces would be, closer to the building than the student parking lot. He said the current standards provide a burden to the school and the use of EV spaces should be an operational decision and they should be allowed to have a lower number.

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

Council member Drees asked what staff had considered. Mr. Taylor said there is a requirement in the Comprehensive Plan to support schools, and the considerations that the applicant brought up were also considered. They also looked at the security of people coming in to charge who were not connected to the school.

Council member Deshazor said it would be simpler to say that students not be allowed to charge their cars at school.

Council member Forrest asked how many chargers Rex Rd. Elementary was building. Mr. Taylor said he didn't have a specific number, but they did comply with the UDO. They have fewer parking spaces because it is an elementary school, so students do not drive to school. Council member Forrest asked if staff had a recommendation. Mr. Taylor said it was still under analysis.

Mr. Taylor said that next steps would be for Planning Board to discuss this request at their September meeting, and it would come back to Council for a decision at their October meeting.

NEW BUSINESS

17. Microtransit Service Contract

Chris Hills, Director of Development Services, said this item was to request Council enter into a contract with BeeFree to provide microtransit services to the Town of Holly Springs. He explained that

microtransit was a cost-effective mode of public transportation that it was an on-demand service with flexible routing, enabled by technology, and where rides were shared with others going in the same direction. He outlined the history of project discussions and said that the decision was to be within the Town Limits and the ETJ with on-demand door-to-door service for a maximum distance of seven miles, which covers most of that area. The hours would be weekdays from 7 am to 8 pm.

Mr. Hills said the project was coming in on time, under budget, and with an emphasis on quality service. The vendor was chosen due to their proven service delivery, flexible operations which allow the service to be tailored to Holly Springs, with quality drivers who are employees, not independent contractors. The program will start with three vehicles in service and one back up vehicle. He gave an overview of the company and their experience across 55 communities, including two in North Carolina. He said the contract was for three years with a maximum cost adjustment of 3% per year, based on the local Consumer Price Index, and a 50% reimbursement grant from CAMPO.

Mr. Hills showed how the seven-mile limit would cover the Town. He outlined the key service recommendations including a minimum age of 16 to ride without an accompanying adult, one fare includes two riders so that carers can ride with children or others who need help. The in-town fare would be $2 per fare plus $1 for additional riders. The ETJ fare would be $4 per fare with $2 per additional rider, while seniors 62 and older and disabled riders would ride for free. He said staff recommends a promotional period with two free trips awarded with the app download.

Mr. Hills said the service would be named the Holly Springs Hopper and said staff is working with Communications and Marketing for a full brand roll-out, with plans to have a vehicle ready in time for HollyFest and the Happy Holly Days Parade. He outlined next steps in the implementation plan and kickoff, with service starting Monday, January 5, 2026.

Council member Drees said that from her neighborhood she could get to the first string of shops on 55, but not 12 Oaks or the business park with the seven mile limit. Mr. Hills said that as we evolve the program we will look at that and tweak the distance or other issues. Council member Deshazor said at Central Pines there was a microtransit meeting and they heard about the good things and the struggles. He said Wake Forrest has had nothing but success. He is extremely excited but would like to see weekends added and 7am to 8pm may not be the right hours.

Council member Drees asked what the anticipated wait time would be. Mr. Hills said 30 minutes was the maximum wait time, or the ride would not be accepted. But staff will look at that as the program rolls out.

Action 1: Motion to authorize the Town Manager to negotiate and execute a contract for microtransit services with BeeFree, Inc. in a full first year amount of $457,000 with a maximum of 3% cost increases in subsequent years during the contract period.

Motion: Hewetson
Second: Deshazor
Vote: unanimous

Action 2: Motion to approve the budget amendment included in the packet and authorize the Town Manager to accept and execute a CAMPO grant for microtransit services.

Motion: Hewetson
Second: Deshazor
Vote: unanimous

Action 3: Motion to amend the Fiscal Year 2025-26 fee schedule to reflect microtransit rider fares.

Motion: Hewetson

Second: Deshazor
Vote: unanimous

18. Avent Ferry Road Widening (Phase 2) Design Contract

Carrie Mitchell, Utilities and Infrastructure, thanked Council for their engagement with NCDOT and support for staff pushing this project forward. She said that she was here to update Council on the Avent Ferry Road Widening Phase 2 project. She said that while Avent Ferry is an NCDOT road, Council had listened to the public's concerns and pushed staff to work with DOT to find solutions. Tonight, Council was being asked to approve a design budget and contract and to award the design contract to Exult Engineering. She said that Exult and its subconsultants would provide engineering design services such as design, survey, traffic study, public outreach, environmental documents, and construction bid documents. She said that three public meetings, and additional stakeholder meetings have been set aside to listen to constituent concerns about this area. The duration of this part of the project is anticipated to take 28 months. She showed where this portion of Avent Ferry Rd. is on the west side of NC 55, between Ralph Stephens Road and Cass Holt Road. She said that staff is working in coordination with the developers in the area. She said that NCDOT does control the schedule as it is their road. Next steps will include modifying the existing Municipal Agreement with NCDOT to extend the completion date and fully fund the project, executing the contract with Exult Engineering, and completing the survey and traffic analysis.

Council member Drees said that two weeks ago someone came to Council discussing a road that goes from one lane to two and people passing. She wants to make sure that thought is given to the fact that this section of Avent Ferry is by schools and to design it so that we are not encouraging people to zip around.

Council member Deshazor said we all hear a lot about traffic. He wants staff to figure out the best way to communicate about this project to residents and to keep the communication going, because 28 months is a long time. Ms. Mitchell said staff will coordinate with Communications and Marketing, and will engage with the HOAs.

Mayor Mayefskie said he wants to make sure we work with the developers on the realignment, so we do not duplicate efforts.

Action 1: Motion to approve design budget for the Avent Ferry Road Widening (Phase 2) project design contract in the amount of $1,033,068 with a contingency of $166,932 for a total design budget of $1,200,000.

Motion: Forrest
Second: Hewetson
Vote: unanimous

Action 2: Motion to award the Avent Ferry Road Widening (Phase 2) project design contract to Exult Engineering.

Motion: Forrest
Second: Hewetson
Vote: unanimous

Action 3: Motion to authorize the Town Manager to execute any change orders for the design contract as necessary during the project design process, not to exceed $1,200,000.

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: one comment from C. Huss regarding resurfacing Lockley Road.

The following public comments were received in person:

Fran Hudson, said she was here because she did not think Council, Planning Board, or staff are doing their jobs and she said the process is broken and it is Council's job to fix it.

OTHER BUSINESS

Mayor Mayefskie said that Compassion Day over the weekend was a cool event. It was headed by the pastor who gave tonight's invocation, and there was good attendance.

Council member Deshazor said he enjoyed the proclamation given at that event.

Council member Drees said Happy Hispanic Heritage month. She said Holly Springs is a diverse community and this is a good opportunity to recognize our similarities.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he wanted to recognize the challenges we have had with repaving efforts. There were a number of learnings from this and we have a meeting with the contractors. We are making sure we have proper traffic control, engaging with HOAs and trying to mitigate issues drivers are having.

Second, he said he wanted to recognize Communications and Marketing who won second place for Promotional Video with the Mission Accomplished video. He recognized staff for their efforts.

CLOSED SESSION: Council went into closed session pursuant to N.C.G.S. 143-318.11(a)(6) to perform the Town Manager's annual review with a motion by Forrest, a second by Deshazor and a unanimous vote.

Motion to leave closed session was made by Council member Forrest with a second by Council member Hewetson and a unanimous vote.

Adjournment: MPT Berry made a motion to adjourn at 8:25 pm. It was seconded by Council member Hewetson and passed with a unanimous vote.

Respectfully submitted on Tuesday, October 21, 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#: 7.

Consent Agenda
Title: Monthly Budget Amendments
Strategic Priority Area: Organizational Excellence
Staff Resource: Corey Petersohn, Budget, Innovation, and Strategy

Action(s):
Receive the following Town Manager approved budget amendments:

- Amendment 1 - Fiber Repair Insurance Proceeds

Explanation:

- The Budget Ordinance authorizes the Town Manager to approve inter-departmental amendments within the same fund up to $50,000 with notification to Town Council within the following month.
- Each month, when applicable, the Budget Department will provide a copy of these approved amendments:
    - **Amendment 1** - Fiber Repair Insurance Proceeds: this amendment transfers $44,000 of insurance proceeds resulting from reimbursement for fiber repairs as a result of construction from a town vendor.

Background:

- All budget amendments maintain a balanced budget.

Funding Source(s):
Operating Budget - General Fund - Insurance Proceeds

Attachment(s):
1. Amendment 1 - Fiber Insurance Proceeds

Town of Holly Springs
FY2025-26 Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026.

Department: Information Technology **Date:** 10/2/2025

Reason for Budget Amendment:

Moving $44,000 of anticipated insurance proceeds for fiber repair resulting from construction. This cost will be reimbursed from the construction vendor.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-414-50-41.01		$ 44,000	
10-410-37.03	General Fund - Insurance Proceeds		$ 44,000
	Total Expense:	**$ 44,000**	**$ 44,000**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
	Total Revenue:	**$ -**	**$ -**

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.
Town Manager is authorized to approve transfers between departments within the same fund up to $50,000.
All inter-departmental transfers will be reported to Town Council by the following month.
Amendments that change the total budget or departmental transfers over $50,000 require Town Council approval.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda
Title: 1432 Avent Ferry Rd., Courtyards at Holly Grove (formerly Graham Wood) Voluntary Annexation A25-06
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Sarah Sularz, Development Services

Action(s):
Adopt Resolution 25-38 directing the Town Clerk to investigate the sufficiency of annexation petition A25-06, and setting the public hearing for November 18, 2025.

Explanation:

- The Town has received a petition for voluntary annexation of 39.90 +/- acres.
- The property is located at 1432 Avent Ferry Road and is owned by heirs of Graham H. and Diana H. Wood.
- The parcel is in the Town's Extraterritorial Jurisdiction (ETJ) and is contiguous with the Town Limits.
- Staff requested feedback from all departments and no other department expressed concerns.
- The parcel is being annexed prior to development for utility and service connection for the Courtyards at Holly Grove (formerly Graham Wood) subdivsion.

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. A25-06 map
2. A25-06 Resolution of Sufficiency

Annexation Information

Annexation Number

A25-06

Total Acres

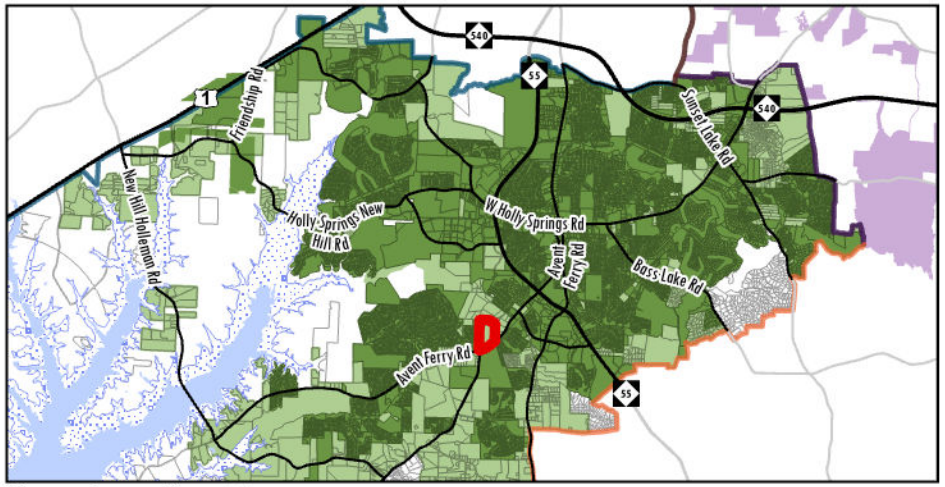
39.90 +/- | Deed Acres

Property Address

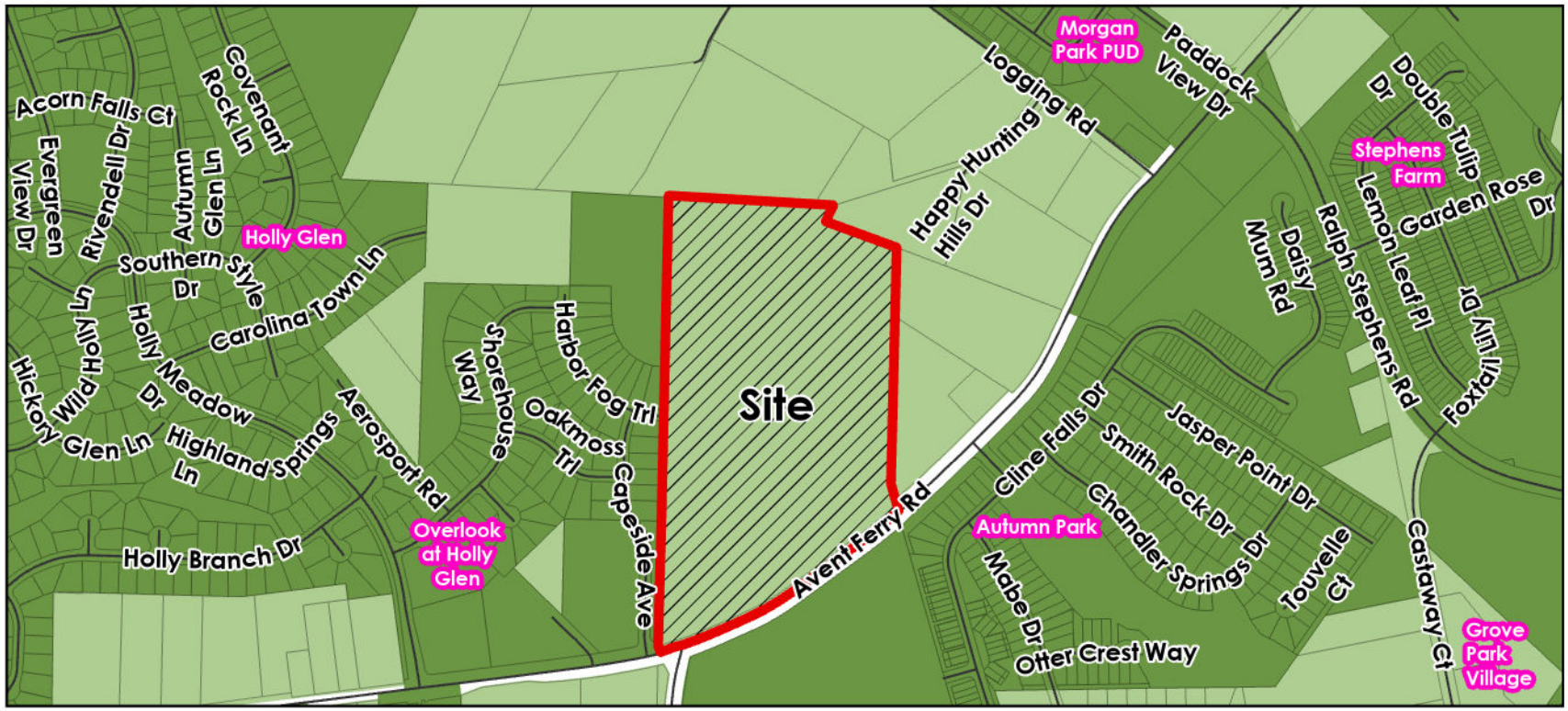
1432 Avent Ferry Rd.

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. 25-38
Date Adopted: October 21, 2025
Annexation No.: A25-06

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 EIP AT HAVING NC NAD83(2011) GRID COORDINATES OF N685075.86, E2043956.44;

- thence North 01°31'30" East a distance of 536.27 feet to AN EXISTING IRON ;
- thence North 01°14'56" East a distance of 441.80 feet to AN EXISTING IRON;
- thence North 01°22'20" East a distance of 52.04 feet to AN EXISTING IRON PIPE;
- thence North 01°16'17" East a distance of 187.66 feet to AN EXISTING IRON PIPE;
- thence North 01°15'29" East a distance of 751.49 feet to CENTER OF a 15" hickory;
- thence South 86°44'49" East a distance of 275.48 feet to AN EXISTING IRON PIPE;
- thence South 86°35'36" East a distance of 369.46 feet to AN EXISTING IRON PIPE;
- thence South 86°30'23" East a distance of 85.81 feet to AN EXISTING IRON PIPE;
- thence South 24°33'41" West a distance of 79.61 feet to AN EXISTING IRON PIPE;
- thence South 69°55'40" East a distance of 334.42 feet to AN EXISTING IRON PIPE;
- thence South 01°23'50" West a distance of 1046.61 feet to AN EXISTING IRON PIPE;
- thence South 15°47'22" East a distance of 125.30 feet to A POINT IN THE CENTERLINE OF AVENT FERRY ROAD – N.C.S.R. 1151;
- thence ALONG SAID CENTERLINE South 48°21'54" West a distance of 49.73 feet to A POINT;
- thence South 50°13'24" West a distance of 49.96 feet to A POINT;
- thence South 51°38'01" West a distance of 49.91 feet to A POINT;
- thence South 52°25'51" West a distance of 49.93 feet to A POINT;

- thence South 53°15'28" West a distance of 49.92 feet to A POINT;
- thence South 53°27'49" West a distance of 49.94 feet to A POINT;
- thence South 53°33'37" West a distance of 49.88 feet to A POINT;
- thence South 53°39'49" West a distance of 49.92 feet to A POINT;
- thence South 53°46'11" West a distance of 49.86 feet to A POINT;
- thence South 53°47'14" West a distance of 49.88 feet to A POINT;
- thence South 53°52'46" West a distance of 49.90 feet to A POINT;
- thence South 54°29'50" West a distance of 49.91 feet to A POINT;
- thence South 56°03'08" West a distance of 50.06 feet to A POINT;
- thence South 57°50'49" West a distance of 49.84 feet to A POINT;
- thence South 60°41'08" West a distance of 49.94 feet to A POINT;
- thence South 63°33'50" West a distance of 49.86 feet to A POINT;
- thence South 64°46'32" West a distance of 49.94 feet to A POINT;
- thence South 66°01'54" West a distance of 49.96 feet to A POINT;
- thence South 66°15'55" West a distance of 49.94 feet to A POINT;
- thence South 66°46'38" West a distance of 49.87 feet to A POINT;
- thence South 67°28'02" West a distance of 49.85 feet to A POINT;
- thence South 69°28'03" West a distance of 49.84 feet to A POINT;
- thence South 69°39'44" West a distance of 26.73 feet to A POINT;
- thence South 74°27'02" West a distance of 51.52 feet to A POINT;
- thence South 69°48'38" West a distance of 61.12 feet to A POINT;
- thence TURNING AND LEAVING SAID CENTERLINE North 20°11'22" West a distance of 30.00 feet to AN EXISTING IRON PIPE;
- thence North 01°31'30" East a distance of 25.82 feet to AN EXISTING IRON which is the point of beginning, having an area of 39.90 ACRES – 1,737,855 square feet.

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, November 18, 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 21st day of October, 2025.

ATTEST:

Sean Mayefskie, Mayor

Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda
Title: Surplus of Firearm and Badge for Upcoming Police Department Retirement
Strategic Priority Area: Organizational Excellence
Staff Resource: Jay Bruner, Police

Action(s):
Adopt a resolution authorizing the award of badge and sale of service sidearm to retiring police Lieutenant Robbie Parrish.

Explanation:

- The surplus of a service weapon is often done in recognition of a retiring law enforcement officer.
- Lieutenant Robbie Parrish is retiring on October 31st 2025.

Background:

- North Carolina General Statute 20-187.2 permits the Town, upon request, to donate the badge and sell the service sidearm to a retiring law enforcement officer upon securing such a permit as required by law or without such a permit if the weapon has been rendered incapable of being fired.

Funding Source(s):
N/A

Attachment(s):
1. Resolution 25-41 surplus of badge and firearm to R. Parrish

Resolution No. 25-41
Date Adopted: October 21, 2025
Effective Date: October 31, 2025

TOWN OF HOLLY SPRINGS
RESOLUTION AWARDING BADGE AND SERVICE SIDEARM
TO RETIRING LIEUTENANT ROBBIE PARRISH

WHEREAS, NC GS 17F-20 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, NC GS 17F-20 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring members; and

WHEREAS, Lieutenant Robbie Parrish has served the Holly Springs Police Department with over 25 years of service and will retire at the rank of

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina as follows:

That the Town Manager or his designee is hereby authorized, in accordance with the provisions of NC GS 17f-20, to transfer to Lieutenant Robbie Parrish the badge worn by him during his service with the Holly Springs Police Department and his service sidearm, a Glock 47 MOS, Serial #CBSS885 with Holoson SCS Optic Serial #MS082819 Streamlight TLR-1HL Serial #1515260615.

Adopted by the Holly Springs Town Council on this, the 21st day of October, 2025.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda
Title: Board Appointments Policy Update
Strategic Priority Area: Organizational Excellence
Staff Resource: Linda McKinney, Town Clerk

Action(s):
Adopt Policy 44.2, Board Opening and Application Procedures.

Explanation:

- The attached revised policy clarifies at what point a midterm opening will be filled as part of the annual appointment process as opposed to a separate midterm process.
- It further clarifies that midterm openings shall be advertised within 14 days of the Clerk's Office receiving notification of an opening.
- Other amendments address bringing the retention of applications in line with the State retention policy, and clarifying the methods of advertising a position.

Background:

- Council appoints members to Planning Board, Board of Adjustment, Parks and Recreation Advisory Committee, and Tree Advisory Committee.
- These boards and committees have three-year staggered terms and new members are appointed annually. Council is also called on to make appointments for partial terms when an appointed member resigns before the end of their term.
- Council asked the Clerk to amend the Board Opening and Application Procedures to address midterm openings in a more consistent manner.
- At the September 9, 2025 Workshop, a draft policy revision was brought before Council and further edits were made to that draft.

Funding Source(s):
N/A

Attachment(s):
1. P-44.2 Board Appointments Procedure- TC Version

Holly Springs, N.C. **Policy & Procedure Statements** of the Holly Springs Town Council	**P-044.~~1~~2** **Board Opening and Application Procedures**	
	Prepared By:	Linda McKinney, LeeAnn Plumer & ~~Gina Clapp~~Chris Hills
	Department:	~~Planning & Zoning~~Town Clerk
	Date Approved by Council:	~~September 17, 2019~~
	Effective Date:	~~September 17, 2019~~
	Supersedes Old #:	P-044.1
	Old Effective Date:	~~February 21, 2017~~September 17, 2019

Section I: Purpose~~:~~

The purpose of this policy statement is to develop a preferred process for Council to populate boards, committees, and subcommittees of the Council (herein referred to as Board Appointments) and provide a transparent and consistent process for all applicants to be considered by the Town Council. Additionally, this written process will clearly outline for citizens the process the Council uses for Board Appointments. The Town Council may, by majority vote, decide to waive, vary, or otherwise modify the process outlined in this policy.

Section II: Annual Recruitment and Application Process~~:~~

A. Board of Adjustment and Planning Board- Applications will only be accepted from October 1 to the first Monday of December.

The Town Clerk shall post a notice in one or more conspicuous locations at Town Hall and at other town-owned facilities as deemed appropriate as well as using all normal Town communications channels ~~at all times~~ during the months of October and November of each year. This notice shall specify the vacancies for the Board of Adjustment and Planning Board, and will set forth the details regarding the application procedure and the deadline for receipt of applications which shall be the first Monday of December. ~~-~~The Town Clerk will also advertise these vacancies utilizing the most effective advertising tools available each year to seek applicants from all segments of the community, representing various interests and groups.

In order to be eligible for appointment to the Board of Adjustment or Planning Board, a person must file an application on a form provided by the Town Clerk or available on the Town's website and meet the eligibility requirements as specified in the Ordinance. In order to be considered by the Council, an application must be filed with the Town Clerk not later than the first Monday of December preceding the beginning of the term for which the appointment is desired. This shall not apply to appointments to fill vacancies for unexpired portions of terms. All applications that meet the eligibility requirements will be forwarded to the Town Council.

The Town Clerk will distribute copies of all applications to each Council member during the month of December. Unless otherwise directed, the Council as a whole shall consider all applications received for appointment to the Board of Adjustment and/or Planning Board, and shall make such appointments as it deems appropriate. These appointments shall be made in January of each year. Applicants not selected or wishing to be reappointed shall submit a new application during the next application period for further consideration.

B. Parks & Recreation Advisory Committee and Tree Advisory Committee- Applications will be accepted from February 1 to the first Monday of April.

The Town Clerk shall post a notice in one or more conspicuous locations at the Town Hall and at other town-owned properties as deemed appropriate as well as as well as using all normal Town communications channels ~~at all times~~ during the month of February and March of each year. This notice shall specify the vacancies for the Parks & Recreation Advisory Committee and Tree Advisory Committee, and will set forth the details regarding the application procedure and the deadline for receipt of applications which shall be the first Monday of April. The Town Clerk will also advertise these vacancies utilizing the most effective advertising tools available each year to seek applicants from all segments of the community, representing various interests and groups.

In order to be eligible for appointment to the Parks & Recreation Advisory Committee or Tree Advisory Committee, a person must file an application on a form provided by the Town Clerk or available on the Town's website and meet the eligibility requirements as specified in the Ordinance. In order to be considered by the Council, an application must be filed with the Town Clerk not later than the first Monday of April preceding the beginning of the term for which the appointment is desired. This shall not apply to appointments to fill vacancies for unexpired portions of terms. All applications that meet the eligibility requirements will be forwarded to the Town Council.

The Town Clerk will distribute copies of all applications to each Council member during the month of April. Unless otherwise directed, the Council as a whole shall consider all applications received for appointment to the Parks & Recreation Advisory Committee or Tree Advisory Committee, and shall make such appointments as it deems appropriate. These appointments shall be made not later than the first meeting of June of each year. Applicants not selected or wishing to be reappointed shall submit a new application during the next application period for further consideration.

Section III: Process to Fill Vacancies or Create New Board Positions~~:~~
A vacancy caused by the resignation of a member within 14 days prior to the opening of the annual appointment process, or during that process, shall be filled with the annual appointments. A vacancy caused by the resignation of a member after annual appointments have been made, but more than 14 days prior to the opening of the next annual appointment period shall be filled as midterm openings.

For example:

Planning Board and Board of Adjustment		
Advertised October 1 through the 1st Monday in December		
Appointments made at January Council meeting		
Terms End	Resig. Date	How filled
Feb. 28th (or 29th)	Sept. 17th to Jan. 2nd	Filled as part of annual appointments
Feb. 28th (or 29th)	Jan. 3rd to Sept. 16th	Filled as a midterm opening

Parks & Recreation Advisory Committee or Tree Advisory Committee		
Advertised February 1 through the 1st Monday in April		
Appointments made at May Council meeting		
Terms End	Resignation Date	How filled
June 30th	Jan 18th to May 1st	Filled as part of annual appointments
June 30th	May 2nd to Jan. 16th	Filled as a midterm opening

For all midterm openings or newly-created boards, ~~T~~the Town Clerk shall post a notice in one or more conspicuous locations at Town Hall or at other town-owned properties as deemed appropriate, and through all normal Town communications channels ~~on the Town's website at all times~~ for a minimum of 14 days ~~following~~ and starting no later than 14 days after the Clerk has been notified of the resignation or dismissal of a board member or the creation of a new board. This notice shall specify the vacancies for the board, and will set forth the details regarding the application procedure and the deadline for receipt of applications, which shall be a minimum of 14 days following the posting of the vacancy. The Town Clerk will ~~also~~ advertise these vacancies utilizing the most effective advertising tools available each year to seek applicants from all segments of the community, representing various interests and groups.

In order to be eligible for appointment to the board, a person must file an application on a form provided by the Town Clerk or on the Town's website and meet all eligibility requirements as specified by the Town Council. In order to be considered by the Council, an application must be filed with the Town Clerk not later than the advertised application period deadline.

The Town Clerk will distribute copies of all applications to each Council member with the next available Town Council meeting packet after the completion of the application period deadline. Unless otherwise directed, the Council as a whole shall consider all applications received for appointment to the board, and shall make such appointments as it deems appropriate. These appointments shall be made at the next regular Town Council meeting. Applicants not selected shall submit a new application during the next application period for further consideration.

Section IV: Selection and Appointments~~:~~

In reviewing applications, Council members will take into consideration the specific composition requirements by statute or enabling ordinance of the board. Council members will strive to appoint applicants that reflect the current community makeup and community values.

The Town Council will determine their method for selecting members to fill vacancies. Council shall vote by simple majority to select the appointees.

After the Council has approved the slate of appointments, applicants will be notified as follows:

- Those who were appointed will be notified by the Department with which the board works to advise them of their appointment status.

- Those who were not appointed will be notified by the Clerk's office to advise them that they were not selected, and that they must reapply in order to be considered for future vacancies.

Section V: Retention of Applications~~:~~

Applications ~~of successful candidates~~ will be retained in the Town Clerk's office for a period consistent with the NCDNCR Retention Schedule. ~~(Currently this period is one year after the expiration of the appointee's term of office.)~~

~~Applications of candidates who are not appointed will be destroyed once appointments have been made by the Council and appointees have been sworn in to their positions.~~

End of Policy Statement No. P-044.~~1~~2

Adopted by the Holly Springs Town Council on ~~September 17, 2019~~ __, 2025 as certified by:

Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda
Title: America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment/Emergency Response Plan Contract Approval
Strategic Priority Area: Community Safety
Staff Resource: Theresa Randall, Utilities and Infrastructure, Sara Emig, Utilities and Infrastructure

Action(s):
Award contract to AECOM in the amount of $124,200.00 to complete the Town of Holly Springs America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment and Emergency Response Plan.

Explanation:

- In accordance with the America's Water Infrastructure Act (AWIA) of 2018, Section 2013, all community water systems serving populations greater than 3,300 are required to conduct a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP), then submit certification of its completion to the US Environmental Protection Agency (EPA) by the dates specified by law based on population served. The Town's previous RRA and ERP were completed in 2021 and the Town has been addressing their recommendations since the assessment was completed.
- Every five years, the Town must review the RRA and ERP, then submit a recertification to the EPA that the assessment has been reviewed and, if necessary, revised.
- On May 13, 2025, the Town issued a Request for Qualifications (RFQ) and received four responses. A committee evaluated the submittals using selection criteria that included:
    - Relevant experience with similar planning studies
    - Firm and personnel qualifications
    - Demonstrated project understanding and regional experience
- Based on this evaluation, AECOM was determined to be the most qualified firm. Therefore, staff request approval of the contract with AECOM for a lump sum fee of $124,200.
- As part of its proposal, AECOM recommended expanding the scope of the assessment to include the Town's wastewater system. This supports the town's accreditation process with the American Public Works Association (APWA) and the town's objectives for Asset Management.

Background:

- The Town of Holly Springs is required to renew its Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) by 2026 in accordance with the America's Water Infrastructure Act (AWIA).

- The AWIA requires utilities to periodically assess potential risks and system resilience to a range of natural and human-caused hazards. The assessment evaluates the ability of critical facilities, operational systems, and supporting resources to prevent, withstand, and recover from disruptive events.
- Within six months of certifying completion of the updated RRA, the Town must also update its ERP to incorporate the findings of the assessment. The ERP will outline strategies and resources to strengthen system preparedness and continuity of service, including:
    - Measures to enhance physical and cyber resilience
    - Procedures for responding to emergencies that could affect drinking water operations
    - Actions to mitigate potential impacts and ensure continued water service during adverse events
- These updates will help ensure the Town's water system remains secure, reliable, and compliant with federal requirements.

Funding Source(s):

Community Investment Plan - Utility PAYGO

Attachment(s):

1. Overall RFQ Matrix for Engineering Services for Risk and Resilience Assessment and Emergency Response Plan
2. RFQ 2025-0506 Engineering Services for Risk Assessment and Emergency Response Plan_FINAL
3. Contract for PROFESSIONAL SERVICES - QBS - AECOM3 - FINAL

SELECTION CRITERIA	FACTOR*	AARC Consultants	AECOM	Freese and Nichols	TRC
Relative Experience Demonstrated relative experience in creating similar planning studies working with a diverse group of stakeholders and the ability to prepare user-friendly planning products.	0.35	7.07	9.29	8.93	5.86
Qualifications 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 data collection and analysis related to the scope of work elements.	0.30	6.43	9.07	8.43	6.07
Overall Project Understanding Demonstrated overall project understanding and regional work experience/familiarity. The outlined project approach demonstrates the ability and commitment to ensuring a successful project.	0.30	6.85	9.21	9.07	6.50
References References to previous similar work.	0.05	7.29	8.64	8.71	5.29
Total	**1.00**	**6.82**	**9.17**	**8.81**	**6.09**

*Weighting Factor is developed by the Selection Committee. Each criteria was be assigned a value between 0 to 1 which will indicates the percentage of the total weight. Each consultant was assigned a performance value in that particular area with values from 1 to 10. 1 - Substantially below expectations, 4 - Below expectations, 6 - Meets expectations, 8 - Exceeds expectations, 10 - Substantially exceeds expectations. The values shown above are the average value generated from all

Town of Holly Springs

REQUEST FOR QUALIFICATIONS

RFQ 2025-0506 Engineering Services for Risk and Resilience Assessment and Emergency Response Plan

ISSUE DATE: May 13, 2025

DUE DATE: June 10, 2025, at 2:00 PM

Prepared by
Holly Springs Utilities & Infrastructure Services Department
April 2025
Holly Springs, North Carolina

I. PURPOSE

The **Town of Holly Springs** is seeking a qualified North Carolina licensed professional engineering firm to assist in the renewal of the Town's current Risk and Resilience Assessment and Emergency Response Plan, as required by the America's Water Infrastructure Act (AWIA) of 2018. The selected consultant will review the existing Risk and Resilience Assessment and Emergency Response Plan, evaluate the Town's existing infrastructure and assess risk for the Town's current water system. The selected firm will also provide recommendations to improve the resiliency of the system in the form of an emergency response plan that incorporates the findings of the assessment.

II. BACKGROUND

Holly Springs is a global biomanufacturing hub located in Wake County, NC, the third fastest growing county in the country. Located approximately 10 miles from Raleigh and Research Triangle Park, minutes from RTP airport and three tier one research universities, Holly Springs boasts an ecosystem encompassing infrastructure, diverse talent, affordability, and quality of life.

III. SCOPE OF WORK

The successful firm will provide the following services:

1. Perform the **Risk and Resilience Assessment** of the Town's water system and assist the Town with the certification to the Environmental Protection Agency (EPA) no later than June 30, 2026.
    a. The Assessment shall include:
        i. The risk to the system from malevolent acts and natural hazards;
        ii. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
        iii. the monitoring practices of the system;
        iv. the financial infrastructure of the system;
        v. the use, storage, or handling of various chemicals by the system; and
        vi. the operation and maintenance of the system.
        vii. The assessment may include an evaluation of capital and operational needs for risk and resilience management for the system.
2. Upon completion of the Risk and Resilience Assessment, prepare an **Emergency Response Plan** for the Town that incorporates the findings of the assessment & assist the town with the certification to the Environmental Protection Agency (EPA) no later than December 31, 2026.
    a. The Emergency Response Plan shall include:
        i. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
        ii. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
        actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

IV. SCHEDULE

The following table shows the schedule of events for the conduct of this solicitation. Details for some of the events are described in subsequent sections. All dates are subject to change.

DATE / TIME	EVENT
May 13, 2025	Issuance of Solicitation
May 27, 2025	Deadline to Submit Questions
June 3, 2025	Town to Respond to Submitted Questions
June 10, 2025, at 2:00 p.m.	Submission Deadline
June 11-June 25, 2025	Selection Committee Review of Submittals
June 26-July 11, 2025	Interviews conducted with consultants, if necessary
August 2025	Contract Award

V. SUBMITTAL INSTRUCTIONS

Format

Responses shall be submitted in a single, digital PDF file and contain the content described below. The file should be a maximum of 15 pages in length, not including the cover letter or authorized appendices detailed in the content section. Please use size 11 point or larger font for readability.

Content

Responses must satisfy the criteria outlined below to be responsive to this solicitation. Any modifications or enhancements proposed beyond the identified scope of work outlined in this document must be clearly identified. The successful consultant must demonstrate previous similar project expertise, working knowledge of the Town, technical capabilities of the proposed staff, and a solid understanding of the proposed scope of work and issues. The consultant must also possess sufficient technical and staff availability to complete the project within the expected timeline.

- **Cover Letter** [no more than one (1) page]
  Provide the legal name, address, and telephone number of the firm along with the designated contact's name, title, email address and telephone number. Provide with the type of business entity (Corporation, partnership, sole proprietor, etc.) and the year the business was established. Provide the location in which most of the work will be executed and managed. Provide the same information for each subconsultant or each member of a joint venture, if applicable.

  Include a statement attesting to the submittal's accuracy and signed by an individual authorized to execute binding legal documents for the firm. Communicate your understanding of the scope and a brief description of your approach to performing the requested services.

- **Qualifications and Experience of the Consultant Firm(s)**
  Please describe the prime consultant's recent experience relevant to this project. Provide 3 relevant projects completed by the proposed project team within the past two years, as appendices. Include brief project profiles with project reference contact information for each profile. Place emphasis on projects managed by the key personnel proposed for this project.

- **Qualifications and Experience of Key Staff**

Identify key individuals (task leaders) to be assigned to this project and include the qualifications and expected responsibilities of each of the identified individuals. Provide experience summaries of key individuals, placing emphasis on previous experience with similar projects in similar roles. Resumes of key individuals, including licensure information if applicable, should be included in the appendices and will not be counted in the response page limitation.

Prime-consultants should include a description of relevant experience and qualifications for each subconsultant or each member of a joint venture. Describe what work and the percentage of work will be shared with a subconsultant or other business entity.

- **Project Approach/Work Plan**
  This section should include a detailed description of the consultant's understanding of the intent, objectives, and overall approach to the project to deliver services in an effective, timely, and professional manner. Describe the firm's project management, coordination, and quality control procedures. The project approach must identify whether subconsultants/firms will be utilized and the subconsultants to be used. The consultant should identify the level of assistance required from the Town and/or project partners to complete each task.

- **Schedule**
  The schedule should show all milestones, critical stakeholder/public meetings, and deliverables to maintain project progress by the project end date.

- **Appendices**
  Appendices to include the following (pages will not be counted in the response page limitation):
    - Copy of engineering firm license to practice in North Carolina
    - Resumes of key individuals, including licensure information, if applicable
    - Three (3) references of previous work (similar to this proposed work) along with key contacts. If possible, add hyperlinks to past projects.
    - Certificate of insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in effect:
        - Professional Liability Insurance greater than or equal to $2 million
        - Commercial General Liability
        - Automobile Liability
        - Worker's Compensation within statutory limits
        - Employer's Liability
    - (Optional) Standard contract language or general conditions that the firm seeks to incorporate into the final contract.

No work product, design, or costs/fees specific to this project should be submitted. Failure to meet the requirements listed in this section may deem the submission as non-responsive and be removed from consideration.

Contact Information for Response Submissions:

Firms should submit one (1) navigable PDF file electronically via email to the contact listed below by the response due date. Please reference the solicitation name and number in the email's subject line. Upon receipt, all responses and supporting materials become the property of the Town and are subject to public record upon contract award. Responses received after this deadline will not be considered.

All responses must be received no later than 2:00 PM on Tuesday, June 10th, 2025.

To: Purchasing Division, purchasing@hollyspringsnc.gov
Subject: RFQ 2025-0506 Engineering Services for Risk and Resilience Assessment and Emergency Response Plan

Contact Information for Questions:

Respondents shall submit all questions, in writing, to the contacts listed below. When submitting questions, please reference the solicitation name and number, as well as the page and section, if applicable.

Question submissions must be received by 5:00 PM EDT on Tuesday, May 27, 2025.
Theresa Randall, Asset Management/ADA Coordinator, Theresa.randall@hollyspringsnc.gov

Questions submitted after the deadline do not require a response, though the Town will make reasonable efforts to provide clarification before the response deadline, if possible. Apart from question submissions,respondents should refrain from contacting Town staff prior to the response deadline. Responses to question submissions and addenda (if applicable) will be posted on the Town of Holly Springs website at the following hyperlink: https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals. It is suggested that you sign up for email updates at the bottom of this page to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understood all posted addenda.

VI. EVALUATION CRITERIA

Responses will be reviewed by a Selection Committee designated by the Town and per the evaluation criteria defined below:

- **Relative Experience (35%)**
  Demonstrated relative experience in Risk and Resilience Assessments and Emergency Response Plans, working with a diverse group of stakeholders, and producing reasonable and appropriate recommendations and plans.

- **Qualifications (30%)**
  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 data collection and analysis related to the scope of work elements.

- **Overall Project Understanding (30%)**
  Demonstrated overall project understanding and regional work experience/familiarity. The outlined project approach demonstrates the ability and commitment to ensuring a successful project.

- **References (5%)**
  References to previous similar work.

Interviews

The Selection Committee may, at its discretion, require the top-ranked respondents to appear before the Town and/or its representatives for an interview or additional meetings. Respondents will be notified in advance of the time and format of such meetings, if applicable.

VII. SELECTION

Firms will be selected on the basis of demonstrated competence and qualification for the services

required, in accordance with Chapter 143, Article 3D of the North Carolina General Statutes. The Town encourages minority firm participation. A resident firm, defined as a firm that has paid unemployment taxes or income taxes and whose principal place of business is located in the state of North Carolina, shall be granted a preference over a non-resident firm. No project-specific work product, design, or costs/fees, with the exception of unit price information, if requested**,** will be considered as part of the selection process.

VIII. CONTRACT AWARD

Upon completion of response evaluations and potential interviews, if the Town has determined a suitable candidate, a contract will then be negotiated at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. The Town intends to use its standard contract, and a sample contract is available for review upon request to Lindsay.goldstein@hollyspringsnc.gov. All respondents will be notified of the contract award decision via email after the Town Council awards the contract.

It is anticipated that a recommendation will be forwarded to the Town Council for contract award in August 2025. The awarded firm is expected to begin work upon receipt of the notice to proceed shortly after.

IX. TOWN'S RIGHTS AND OPTIONS

The Town reserves the right, at the Town's sole discretion, to take any action affecting this solicitation, this solicitation process, or the services or facilities subject to this solicitation, that would be in the best interests of the Town, including:

- To supplement, amend, substitute, or otherwise modify this solicitation, including the schedule, or to cancel this solicitation, at any time;
- To require any respondent to supplement or clarify its submission or provide additional information relating to its response;
- To investigate the qualifications, experience, capabilities, and financial standing of each respondent submitting a response;
- To waive any defect or irregularity in any response received;
- To reject any or all responses;
- To share the responses with Town employees, as deemed necessary by the Town;
- To award all, none, or any part of the services and enter into contracts with one or more of the respondents deemed by the Town to be in the best interest of the Town, which may be done with or without re-solicitation;
- To discuss and negotiate with any respondents their response terms and conditions, including but not limited to financial terms; and
- To terminate discussions and negotiations with any respondent at any time and for any reason.

Accuracy of Solicitation and Related Documents

Each respondent must independently evaluate all information provided by the Town. The Town makes no representations or warranties regarding any information presented in, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. Additionally, the Town will not be bound by or responsible for any explanations or conclusions regarding this or any related documents other than those provided by an addendum issued by the Town. Respondents may not rely on any oral statement by the Town or its agents, advisors, or consultants.

If a respondent identifies potential errors or omissions in this or any other related documents, the respondent should immediately notify the Purchasing Manager of such potential discrepancy, in writing. The Town may issue a written addendum if it determines correction is necessary.

Expense of Solicitation Process

The Town accepts no liability and respondents will have no actionable claims for reimbursement of any costs or expenses incurred while participating in this solicitation process. This includes expenses and costs related to response submission, submission of written questions, interview attendance, contract negotiations, or activities required for contract execution.

X. DISCLOSURES

Confidentiality

Responses to the solicitation will become public records and, therefore, will be subject to public disclosure. However, North Carolina General Statutes Section 132-1.2 provides a method for protecting some documents from public disclosure. If the respondent follows the procedures prescribed by those statutes and designates a document confidential or trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law.

Equal Employment Opportunity

The Town of Holly Springs does not discriminate in administering any of its programs and activities. The selected respondent will be required to ensure that it has adequate protections in its employment practices and subcontracting work such that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, gender (including sexual orientation), religion, age, national origin, or handicap.

Minority/Women/Small Business Enterprise

It shall be the practice of the Town of Holly Springs to provide minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in the Town's business opportunities including but not limited to employment, construction development projects, and material/services consistent with the laws of the State of North Carolina. The policy of the Town prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran status. It is further the policy of the Town to conduct its contracting and procurement programs to prevent such discrimination and to resolve all claims of such discrimination.

Contracting

Any contract developed for work shall be construed and enforced in accordance with the laws of the state of North Carolina. Any controversy or claim arising because of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

Conditions and Limitations

The Town reserves the right to reject any or all responses to the solicitation, to advertise for new responses, or to accept any response deemed to be in the best interest of the Town. A response to this solicitation should not be construed as a contract nor an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not

moving as scheduled or is hindered in any way by the actions or personalities of team members.



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 **AECOM Technical Services of North Carolina, Inc.** (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): This is a professional services contract to perform an update on the Town's Risk & Resilience Assessment and Emergency Response Plan, as further detailed in **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:

Theresa Randall, Utilities & Infrastructure (Name, Department)
Email: Theresa.randall@hollyspringsnc.gov
Phone: (919) 567-4009

____X____ The Contract Manager certifies that the Contractor was selected using Qualification Based Selection. An announcement was made through a **Request for Qualifications (RFQ 2025-0506)** which was announced on or about **May 13, 2025**. The Contractor was selected as the best qualified for the work described herein.

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: Theresa Randall

_____
Department Head/Supervisor **Date Signed:**
Printed Name: Sara Emig

PAYMENT

The Town shall pay the Contractor the contract sum in the following manner:

__ Upon completion of the services listed in **Exhibit A,** the Contractor shall invoice the Town, and the Town shall have 30 days from receipt to pay**.** Contract total not to exceed **$____** without prior written agreement by the Town and Contractor.

__ Payment on basis of Time and/or Materials as described in **Exhibit A**

_X_ Description of Alternative Payment Terms:

The Contractor shall provide the Town with monthly invoices with Net30 terms, detailing the work completed under each Task, which shall be a percent completed-to-date basis for each Task listed in **Exhibit A**. The Contract total shall not exceed $124,200.00 without the prior written authorization of the Town's Contract Manager.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in **Exhibit A**, or as otherwise set forth below:

As soon as feasible.

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 provided that the Town provides a written notice specifying the specific reasons a portion of the invoice is not being paid and the amount being withheld, prior to withholding payment. The remaining portion of the invoice will be paid within the 30 days from receipt of an invoice specified in the Payment section on page 2 above.

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 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:

Theresa Randall, ADA Coordinator	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-2009	(Phone)
Theresa.randall@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Perry Gayle, Associate VP	(Name, Title)
AECOM Technical Services, Inc.	(Company)
5438 Wade Park Blvd. Suite 200	(Address)
Raleigh, NC 27607	
(919) 461-1100	(Phone)
Perry.gayle@aecom.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 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, except to the extent that the same are proximately caused 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. 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.

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 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 – ~~QBS Exemption Memorandum, if applicable~~

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

BY:_____
Randy J. Harrington, Town Manager
Date:

CONTRACTOR:

Signature _____

Name: Anuj Jain

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

AECOM
5438 Wade Park Boulevard, Suite 200
Raleigh, North Carolina 27607

T: 919.461.1100
aecom.com

August 25, 2025

Theresa Randall
Asset Management
Utilities and Infrastructure Department, Town of Holly Springs
128 S Main St
Holly Springs, NC 27540
Via Electronic Mail: theresa.randall@hollyspringsnc.gov

Subject: Cost Proposal – RFQ 2025-0506 Engineering Services for Risk and Resilience Assessment and Emergency Response Plan, TOHS No. 25-010

Dear Ms. Randall:

AECOM Technical Services of North Carolina, Inc. (AECOM) appreciates the opportunity to provide this cost proposal to update the Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for the Town of Holly Springs. These updates are required by the America's Water Infrastructure Act of 2018 (AWIA). AWIA requires that water systems that serve a population between 3,300 and 49,999 to update their RRA by June 30, 2026, and update their ERP by December 31, 2026. Although AWIA does not require RRAs and ERPs for wastewater systems, the Town has asked that we provide an optional task to add the wastewater system to this scope of work.

AWIA requires that the water system RRA update address the following considerations:

- Risks to the system from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices
- Financial infrastructure of the utility
- Use, storage, or handling of various chemicals
- Operation and maintenance
- Evaluation of capital and operational needs for risk and resilience management

AWIA requires that the water system ERP update address the following considerations:

- Strategies and resources to improve the resilience of the system
- All-hazards approach
- Physical security and cybersecurity
- Alternative source water options
- Detection of malevolent acts or natural hazards
- Actions, procedures, and equipment which can avert or significantly lessen the impact of all-hazards events
- Coordination with existing local emergency planning committees

Project Management

Provided below is a scope of work for project management:

- Set up project and submit monthly invoices.
- Prepare a health and safety plan.
- Attend a 2-hour in-person kick-off meeting and distribute meeting minutes.
- Coordinate and track project progress.
- Perform the final project closeout.

Project Management Assumptions:

- The total project duration is 10 months, until the end of June 2026.
- Adding an assessment of the wastewater system will not change the Project Management Task or the schedule.

RRA Update Scope of Work

Provided below is a scope of work for performing the required RRA update:

- Identify critical assets.
- Identify threats and hazards to be considered and determine which threats and hazards are deemed credible.
- Pair credible threats and hazards with critical assets, resulting in a threat-asset (T-A) pair matrix.
- Conduct a T-A Pair Workshop to achieve consensus on critical assets and credible threats and hazards and to discuss any system changes since the last RRA.
- Conduct site visits as needed to assess physical security at select critical assets.
- Analyze the consequence and probability of each T-A pair.
- Calculate the risk associated with each T-A pair using the J100 Lite methodology.
- Evaluate cybersecurity risks using the AWWA Water Sector Cybersecurity Risk Management Guidance and Cybersecurity Tool.
- Develop risk mitigation recommendations.
- Conduct a Risk and Resilience Workshop to achieve consensus on risk mitigation strategies.
- Develop and submit a draft RRA report.
- Address comments on the draft RRA report and publish a final RRA report.

RRA Update Assumptions:

- Meetings, interviews, and workshops may be conducted virtually using Microsoft Teams.
- Resilience will be calculated using the Utility Resilience Index.
- All deliverables will be in electronic format. Hard copies will be provided upon request.
- If the Town chooses to also conduct an RRA on the wastewater system, this will be conducted concurrently with drinking water RRA and follow the same steps.

ERP Update Scope of Work

Provided below is a scope of work for performing the required ERP update:

- Conduct a gap analysis on the existing ERP and develop a proposed ERP outline.
- Gather necessary information to develop the draft ERP.
- To the extent possible, the structure and content of the existing ERP will be utilized, but modifications may be made to make the ERP an actionable document and resource that prepares the Town to respond to water system emergencies and helps the Town improve the overall resilience of their water system.
- Develop and submit a draft ERP.
- Address comments on the draft ERP and publish a final ERP.

ERP Update Assumptions

- Meetings/interviews may be conducted virtually using Microsoft Teams.
- Interviews and site visits for the ERP will be conducted concurrent with those for the RRA.
- All deliverables will be in electronic format. Hard copies will be provided upon request.
- If the Town wishes to add wastewater considerations to the ERP, this will be accomplished currently with the drinking water ERP and follow the same steps.

Proposed Schedule

For water systems that serve a population between 3,300 and 49,999, the updated RRA must be certified to EPA by June 30, 2026, and the updated ERP must be certified to EPA by December 31, 2026. AECOM will work with the Town to complete the work prior to the regulatory deadlines, while providing flexibility for the internal stakeholders.

Fee

AECOM proposes to complete the water system RRA and ERP updates on a firm fixed price basis for a cost not to exceed $99,200. If the Town of Holly Springs would also like to include the wastewater system in their RRA and ERP, AECOM proposes to include this for an additional $25,000. The table below itemizes the proposed budget for the RRA and the ERP tasks:

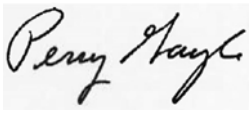
Task Name	Proposed Budget for Drinking Water RRA and ERP	Additional Cost to Include Wastewater
RRA	$62,500	$15,000
ERP	$36,700	$10,000
Total	**$99,200**	**$25,000**

Closing

We look forward to the opportunity to work with the Town of Holly Springs on this important initiative. If you have any questions, please contact Perry Gayle at perry.gayle@aecom.com.

Yours sincerely,

AECOM Technical Services, Inc.





Perry Gayle PhD, P.E, LEED AP
Associate Vice President
Project Manager
M: 919.475.8947
perry.gayle@aecom.com

Anuj Jain, P.E.
Vice President
Water Business Line
M: 717.666.5437
anuj.jain@aecom.com

EXHIBIT B

_____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

____X____ **Certificate of Insurance attached**

COI Expires: 4/1/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2025

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).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-25-26 06 2025

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services, Inc.
5438 Wade Park Boulevard
Suite 200
Raleigh, NC 27607

COVERAGES **CERTIFICATE NUMBER:** LOS-002813477-01 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDO G48971714	04/01/2025	04/01/2026	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 5,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C72792300 (AOS) SCF C72792312 (WI Retro)	04/01/2025 04/01/2025	04/01/2026 04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2025	04/01/2026	Per Claim/Agg Defense Included		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AECOM Project NO: 60760338. Client Ref No: TOHS#25-010. For RFP/RFQ Purposes. The client's water system Risk and Resileince Assessment and Emergency Response Plan.

Town of Holly Springs, NC is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER

Town of Holly Springs, NC
Attn:Asset Management Coordinator
128 South Main St,
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

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

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 **AECOM Technical Services, 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 _____
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

N/A

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda
Title: Sole Source items for Phase 2 of the Utley Creek Water Reclamation Facility (UCWRF) 6-8 MGD Upgrade project
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Rachel Ingham, Utilities and Infrastructure

Action(s):

- Authorize the waiver of standard bidding requirements (sole source purchasing) for specified equipment in Phase 2 of the Utley Creek Water Reclamation Facility (UCWRF) upgrade project.
- Authorize Manager to execute contracts for the specified equipment in the amount of not to exceed $1,104,641.60.

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.
- To provide standardization for critical equipment, predictable maintenance requirements, and integration with existing systems (criteria 3 above), a waiver of standard bidding requirements is being requested for the following items for phase 2 of the Utley Creek Water Reclamation Facility (UCWRF) project:
    - Beck: Valve actuators optimize wastewater plant performance by automating the opening and closing of valves that control the flow of wastewater, air, and biosolids.
    - Gorman-Rupp: New centrifugal pump and rehabilitation of existing centrifugal pumps that move wastewater and biosolids through the plant.
    - Wedeco: Rehabilitation of the existing Ultraviolet (UV) system that disinfects the treated wastewater before discharge to Utley Creek.
    - Blue-White: Chemical Metering Pumps that are used to precisely and accurately inject chemicals into the wastewater treatment process.
    - Heyward (Polyprocessing local representative): Modification of existing chemical tank used to safely store large volumes of chemicals delivered by tanker trucks.
- Waiving standard bidding requirements on certain project components will provide benefits and/or cost savings to the Town of Holly Springs (Town) that other manufacturers cannot offer. As per General Statute 143-129(e)(6)(iii), the Town Council may waive competitive bidding when other overriding considerations outweigh competitive bidding.

Background:

- Phase 2 of the UCWRF upgrade project will soon be entering the bidding and construction phase. The project consists of structural, mechanical, electrical, and process modifications to increase the capacity from 6 to 8 million gallons per day (MGD).
- Rehabilitation of existing equipment by the original manufacturer ensures compatibility by guaranteeing that the rehabilitated parts will integrate seamlessly with the rest of the system. This approach minimizes risk and maximizes long-term value by extending the lifespan of the equipment, reducing the need for frequent and expensive repairs.
- When existing machinery is rehabilitated rather than replaced with new equipment, operators and maintenance staff do not need to be retrained, saving the Town both time and resources.
- Close management of oxygen throughout the plant can optimize biological nutrient removal, ensuring consistent compliance with strict permit limits. Furthermore, the energy and equipment required for supplying air is typically one of the most expensive parts of a biological wastewater treatment plant. Using advanced controls can significantly reduce energy use and costs.
- The total amount of all public bid waiver requested items:

SOLE SOURCE BRAND: ITEM	**NOT TO EXCEED COST**
Beck: Valve actuators	$105,695.00
Gorman-Rupp: New centrifugal pump and rehabilitation of existing centrifugal pumps	NEW: $102,957.00 REHAB: $18,051.60
Wedeco: Rehabilitation of the existing Ultraviolet (UV) system	$803,804.00
Blue-White: Chemical Metering Pumps	$63,456.00
Heyward (Polyprocessing local representative): Modification of existing chemical	$10,678.00
TOTAL:	**$1,104,641.60**

Funding Source(s):

Community Investment Plan - Revenue Bonds

Attachment(s):

1. UCWRF 8mgd Exp. Sole Source Letter_10062025

Hazen

October 6, 2025

Ms. Rachel Ingham
Deputy Director of Utilities and Infrastructure – Water Resources
Town of Holly Springs
P.O. Box 8
128 S. Main Street
Holly Springs, NC 27540

Re: Utley Creek WRF 8mgd Expansion Project: Sole Source Recommendation

Dear Ms. Rachel Ingham:

The purpose of this letter is to provide the basis for the recommendation and obtain Town Council approval as required by NC General Statute to sole-source certain equipment and services that has no equal for the Utley Creek WRF 8 mgd Expansion Project. North Carolina General Statute 133-3 states “where it is impossible to specify performance and design characteristics for such materials and impossible to cite three or more items due to the fact that there are not that many items of similar or equivalent design in competition, than as many items as are available shall be cited". Hazen and Sawyer has followed the statute, and in some cases, there is only one item that is similar or equivalent in design.

This sole-source application applies to six (6) items of equipment:

- Electric motor operated valve actuators by Beck
- Horizontal centrifugal, self-priming pump by Gorman-Rupp
- UV disinfection system by Wedeco UV
- Replacement parts (belts, sheaves, rotating assembly) for existing centrifugal self-priming pumps by Gorman-Rupp
- Peristaltic tube chemical metering pumps by Blue-White
- Existing HDPE chemical day tank modifications by Polyprocessing’s local representative

It is recommended that Beck Actuators be sole sourced on eight (8) air service valves and one (1) equalization control valve. Hazen has experience with multiple electric actuator manufacturers. The 120 Volt Beck actuators are specifically effective for air service given that

the gearing design provides very gradual modulation which is particularly suited to managing dissolved oxygen setpoints and associated energy demand from aeration blowers. There are no other actuator manufacturers that provide this capability. Many other nearby municipalities (City of Durham, City of Raleigh, Town of Cary) have standardized on Beck Actuators for air service and continuous duty service applications due to the same reasons. Based on quotes provided by Beck, the cumulative cost of equipment and required onsite services for inspection and start up is not to exceed $105,695.00. The price will be included as a line item in the project's bid form.

It is recommended that Gorman-Rupp be used to supply one (1) Horizontal centrifugal self-priming pump for the MBR drain system. Three (3) reputable manufacturers provide self-priming solids handling pumps for the municipal wastewater industry; however, after careful consideration only Gorman-Rupp makes a pump that meets the system operating conditions. The other manufacturers are unable to meet the necessary operating points without additional supporting equipment significantly impacting to facility configuration and system operability. Additionally, the Utley Creek WRF already has two (2) existing Gorman-Rupp self-priming centrifugal pumps for WAS transfer that will be rehabilitated as part of this project. Sole-sourcing Gorman-Rupp for the MBR drain pumps will provide consistent equipment for facility staff to maintain. Based on quotes provided by Gorman-Rupp, the cumulative cost of equipment and required onsite services for inspection and start up is not to exceed $102,957.00. The price will be included as a line item in the project's bid form.

Rehabilitation of the existing Ultraviolet (UV) disinfection equipment, TAK55 by Wedeco, will be performed by Wedeco, the original equipment manufacturer. Rehabilitation of the existing system was selected in lieu of construction of a new UV facility to reduce overall project costs. The sole source rehabilitation of the existing equipment allows the Town to continue to evaluate future disinfection needs and Reclaimed Water (RCW) demands to ensure construction of a future UV/RCW pump station facility will reliably meet the Town's long term RCW demands. Based on quotes provided by Wedeco, the cumulative cost of equipment and required onsite services for inspection and start up is not to exceed $803,804.00. The price will be included as a line item in the project's bid form.

The existing WAS Transfer Pumps located in the Transfer Pump Station are Model T6A3S by Gorman-Rupp and require rehabilitation. Rehabilitation of the pumps consist of replacement in kind of the belts, sheaves, and rotating assemblies and retrofitting the motor with Variable Frequency Drives (VFDs) to meet the new pumping requirements of the 8mgd Expansion operation. Since this work will be done on existing pumps, it must be performed by the original manufacturer, Gorman-Rupp. Based on quotes provided by Gorman-Rupp, the cumulative cost of equipment and required onsite services for inspection and start up is not to exceed $18,051.60. The price will be included as a line item in the project's bid form.

Phase I Upgrades of the Utley Creek WRF in 2016 included a chemical storage and feed system for supplemental carbon, including a skid containing three (3) Blue-White M3 metering

pumps with piping, valves, and accessories. The skids were designed specifically for Blue-White M3 metering pumps; therefore, new M3 pumps have been specified as replacement pumps for this system. The project also includes one (1) additional peristaltic tube metering pump for sodium bisulfite service, which is also being specified as a Blue-White metering pump to standardize on equipment. Based on the quote provided by Heyward, Blue-White's local representative, the cumulative cost of equipment and required onsite services for installation, inspection, and start up is not to exceed $63,456.00. The price will be included as a line item in the project's bid form.

The Phase I Upgrades of the Utley Creek WRF in 2016 included HDPE chemical day tanks manufactured by Polyprocessing for metal salts and supplemental carbon storage. The current project requires modification to the existing chemical day tanks. This work includes installation of level instruments, fill connections, and replacement of three (3) nozzles on each existing tank. The work will be performed by Polyprocessing's local representative, Heyward. Based on the quote provided by Heyward, the cumulative cost of equipment and required onsite services for installation, inspection, and start up is not to exceed $10,678.00. The price will be included as a line item in the project's bid form.

If you have any questions or wish to discuss, please do not hesitate to contact me.

Very truly yours,

Michelle Mayes, PE
Associate

cc: David Wankmuller, PE
Katie Snyder, PE
Joshua Powell, PE
Jackie Yeh, PE
Alana Loughlin, PE

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda
Title: Public Works Asset Surplus over $30,000
Strategic Priority Area: Organizational Excellence
Staff Resource: Tina Stroupe, Finance

Action(s):
Approve Surplus of Asset Valued over $30,000 - Public Works Asset #43 2005 Caterpillar 420D Backhoe.

Explanation:

- The Public Works Department is requesting to identify a 2005 Caterpillar 420D Backhoe, Asset #43, as surplus personal property.
- Per the Fleet Policy — Section IV: Surplus, the asset is past its service life and is no longer necessary for the conduct of public business. Sound property management principals and financial considerations indicate that the interests of the Town would best be served by disposing of the property via the electronic public auction surplus process.
- The Town's Fleet Manager anticipates the public auction resale value will be greater than $30,000 due to current fair market value comparisons for this equipment.

Background:

- The asset was purchased in used condition in 2005.
- This unit will be replaced based on current operating model needs.
- General Statute Chapter 160A-266 authorizes methods of sale for personal property valued at $30,000 or more and requires Council approval for public transparency and to ensure impartial asset disposal.

Funding Source(s):
N/A

Attachment(s):
None

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda
Title: Avent Ferry Widening - Phase 2 NCDOT Supplemental Agreement
Strategic Priority Area: Community Safety
Vibrant Community
Growth Management & Economic Vitality
Staff Resource: Morgan Nelson, Utilities and Infrastructure, Tim Athy, Utilities and Infrastructure, Carrie Mitchell, Utilities and Infrastructure

Action(s):
Authorize the Town Manager to sign and execute a supplemental agreement to the current Municipal Agreement between the North Carolina Department of Transportation (NCDOT) and the Town to extend the prior agreement's duration for the design and delivery of Avent Ferry Rd. Phase 2 transportation investments.

Explanation:

- North Carolina Department of Transportation (NCDOT) funding challenges have impacted the original project timing of the Avent Ferry Road Widening Project Phase 2, which was originally conceived back in the 2010s by the Town and NCDOT. The current Municipal Agreement between the Town and NCDOT has expired.
- It was determined that NCDOT did not have to issue a new Municipal Agreement, as previously conveyed, but could amend the current Municipal Agreement through a supplemental agreement extending the time frame of the project.
- The amendment ensures the project remains active and eligible for continued coordination with NCDOT while construction schedules evolve. The agreement also retains all previous terms and commitments from the original 2017 Project Agreement.
- The proposed project will widen Avent Ferry Road from Ralph Stephens Road to Cass Holt Road to a 4-lane median divided cross-section to include tapering as the cross-section narrows down to the 2-lane section of Avent Ferry Road.
- Funding for the design and survey will be from the Town Council approved Community Investment Plan (CIP), with all phases of this project (Design, ROW acquisition, and Construction) being 100% funded by NCDOT.
- The design engineering contract includes survey, traffic studies, roadway and pedestrian design, permits, right-of-way management and documentation, public outreach, construction plans and bid documents preparation.
- Any additional work outside the NCDOT approved scope would require funding by the Town.
- The project will be administered by Town of Holly Springs staff.

Background:

- Over the past two years, Council has desired to identify creative ways to advance the Avent Ferry Road Widening - Ph 2 project, which is a state NCDOT project.
- A partnership option was identified with NCDOT, in which the Town will administer the project funded by NCDOT.
- The project is approximately 3/4 mile long from Ralph Stephens Road to Cass Holt Road.
- The project will improve the current road to a 4-lane median divided cross-section that will:
    - Increase road capacity
    - Provide enhanced, safe bike and pedestrian routes
    - Provide safer intersections
- NCDOT funding challenges have impacted the original project timing, which was originally conceived back in the 2010s by the Town and NCDOT.
- In early 2025, the project was placed back on the NCDOT State Transportation Improvement Program (STIP), reauthorizing use of state funds.
    - The estimated project cost of $20.2M will be 100% funded by NCDOT
    - NCDOT will reimburse the Town for project expenses
- Municipal Agreement will pay for:
    - Design, Survey, and Construction Documents
    - Private Utility Relocation Activities
    - Property Acquisition (Right-of-Way, easements, etc.)
    - Construction
- $19M is currently available for reimbursement
- Construction is anticipated to begin in 2029.

Funding Source(s):

- Reserve Funds

Attachment(s):

1. Avent Ferry Road Widening Phase II_SUPP_Agreement_Time Extension

NORTH CAROLINA **SUPPLEMENTAL AGREEMENT**

WAKE COUNTY

DATE: 9/30/2025

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

	TIP #:	U-5889	
AND	WBS ELEMENTS:	PE	44707.1.1
		ROW	44707.2.1
TOWN OF HOLLY SPRINGS		UTIL	44707.2.2
		CON	44707.3.1
TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION]		$0	

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department”, and the Town of Holly Springs, hereinafter referred to as the “Municipality.”

W I T N E S S E T H:

WHEREAS, the Department and the Municipality on 6/15/2017, entered into a certain Project Agreement for the original scope: widening SR 1115 (Avent Ferry Rd) to multi-lanes from Cass Holt Rd to NC 55 Bypass with intersection improvements at Cass Holt Rd, Piney Grove – Wilbon Rd and NC 55 Bypass in Holly Springs, programmed under Project U-5889; and,

WHEREAS, the Municipality has requested to extend the completion date of the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

7. CONSTRUCTION

The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:

L. The Municipality has until December 31, 2032, to complete all work outlined in the Agreement. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

The Municipality is responsible for regularly updating project milestones throughout the life of the project. If project milestones are near (or have passed without completion) and have not been updated to a realistic schedule by the Municipality, the Department reserves the right to revise the milestones accordingly. Revisions by the Department could lead to milestones being pushed into another fiscal year resulting in a change to the STIP. The Department is not responsible for project delays caused by these milestone revisions.

ADDITIONAL PROVISIONS

COUNTERPARTS AND ELECTRONIC SIGNATURES

24. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the Parties. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

25. The Parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party’s handwritten signature. By selecting "I Agree”, “I Accept”, or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the Parties consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The Parties also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Parties acknowledge and agree that delivery of a copy of this Agreement or any other document

contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 6/15/2017, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

BY: _____

TITLE: _____

DATE: _____

TOWN OF HOLLY SPRINGS

BY: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

_____

(FINANCE OFFICER)

Federal Tax Identification Number

_____

Remittance Address:

Town of Holly Springs

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Public Hearings
Title: Seasons at Wilbon Rezoning 25-REZ-06 and Development Agreement - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Grayson Taylor, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Legislative Public Hearing

Explanation:

- The applicant has submitted an application for a rezoning from RR - Rural Residential to NR-CD - Neighborhood Residential Conditional Zoning District at 2316 Piney Grove Wilbon Road.
- The application includes a total of 222 units on 81 acres, with a mix of Attached and Detached Dwellings.
- The application follows the Option 2: Master Plan Conditional Zoning District process, with a conceptual plan set for the project. If the project were approved by Town Council, a separate Major Subdivision application would be required. This Major Subdivision would return to Town Council for Quasi-Judicial Review.
- A draft Development Agreement is also included, outlining commitments to adhere to the Town's Water Resource and Management Policy.
- Following this Public Hearing, the application will proceed to Planning Board for review and a recommendation. It is anticipated to return to the Town Council for action at the November 18th meeting.

Background:

- The project area lies within the Town's Planning Jurisdiction, and was made part of the Extra Territorial Jurisdiction (ETJ) with the 2016 expansion.
- A school capacity letter from Wake County Public Schools is attached.
- In accordance with the updated Town Council Legislative review process, consideration of this application will take place on the following schedule:
    - Tuesday, October 21 - Town Council Public Hearing
    - Tuesday, October 28 - Planning Board review and recommendation
    - Tuesday, November 18 - Town Council consideration and decision

Funding Source(s):
N/A

Attachment(s):

1. 25REZ06_SeasonsatWilbon_StaffReport
2. 25REZ06_SeasonsatWIbon_WCPSSLetter
3. 25REZ06_SeasonsatWilbon_Application
4. 25REZ06_SeasonsatWilbon_Plans
5. Dev Agreement_Seasons At Wilbon_TOWN COUNCIL Edition

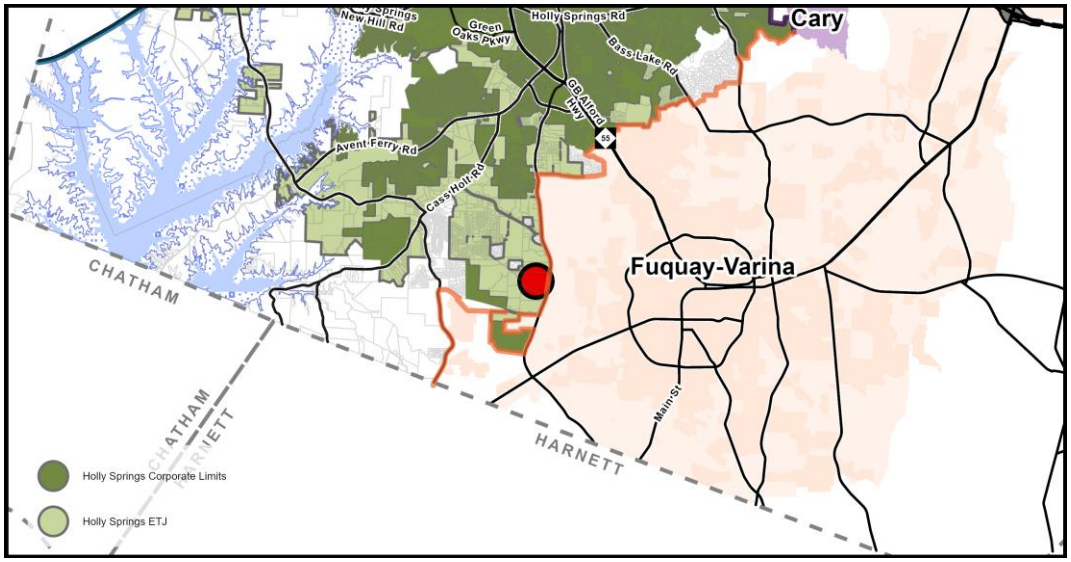
Project Type: Zoning Map Amendment (Rezoning)
Conditional Zoning District
Master Plan (Option 2)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Kimley-Horn, on behalf of D.R. Horton

Property Address: 2316 Piney Grove Wilbon Road

Property Area: 81.00 ac.



Located in: ☐Holly Springs Corporate Limits ☒Holly Springs ETJ ☐Annexation Pending

Project Summary:

A rezoning of 81acres from RR – Rural Residential to NR-CD – Neighborhood Residential Conditional Zoning District, with a maximum of 222 total units, consisting of Attached and Detached Dwellings.

Requested Action:

Public Hearing: The Town Council must hold a legislative public hearing to receive public comments regarding the proposal prior to Planning Board consideration.

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
Utility & Infrastructure Information	Page 12
Natural Resources & Open Space Information	Page 14
Conditional Zoning District Information	Page 16
Decision-Making Information	Page 19

Case Summary

Current Zoning:
RR Rural Residential
☐ Conditional Zoning District

Proposed Zoning:
NR Neighborhood Residential
☒ Conditional Zoning District
Master Plan (Option 2)



Aerial Photograph

Growth Strategy Map:
Places to Enhance

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Mixed Residential Neighborhood

Staff Analysis:

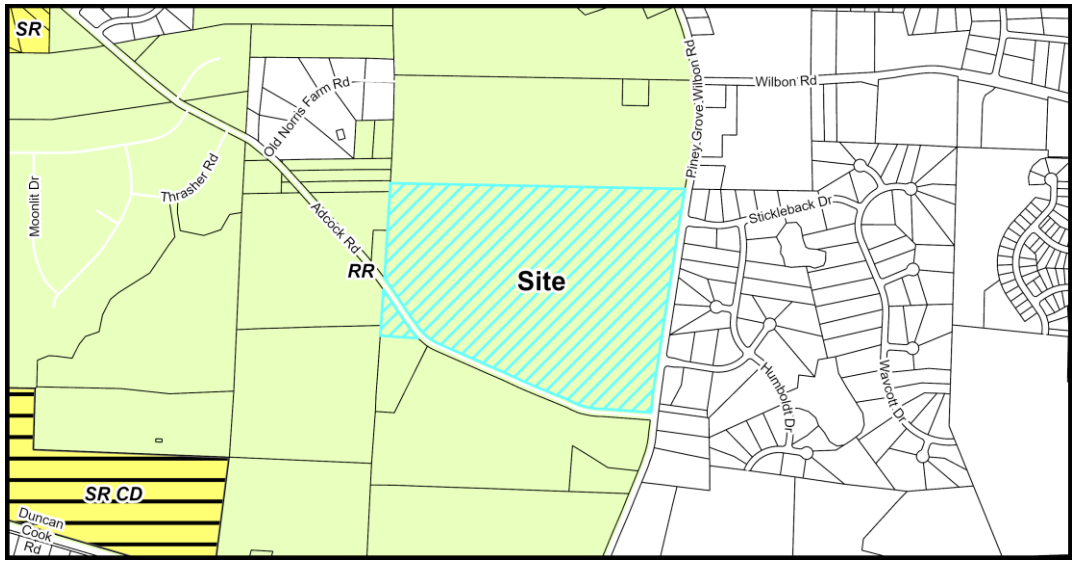
The Zoning Map Amendment is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The proposed Neighborhood Residential Conditional Zoning District (NR-CD) allows for a variety of housing types and open spaces, and at a compatible density in the context of the nearby community. Characteristics of the Future Land Use Designation, Mixed Residential Neighborhood, and the Land Use & Character themes of Transitions and Increase Home & Neighborhood Choices have been demonstrated with the application. The proposed modifications create small design enhancements and increased buffering, indicating a higher standard of development than by-right. Commitments to publicly available open space and construction of a Town greenway create public benefits. Overall, the project is consistent with Town adopted plans and ordinances.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0647701834	RR	81.0 ac.
	Total Area	**81.0 ac.**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR – Rural Residential	Vacant, Agriculture
North	RR – Rural Residential	Detached Dwelling, Agriculture
South	RR – Rural Residential	Detached Dwelling, Agriculture
East	RA – Residential Agricultural (Town of Fuquay-Varina)	Detached Dwellings
West	RR – Rural Residential	Detached Dwellings

Parcel Rezoning History

Rezoning Number: 15-REZ-07 (establish ETJ)
Original Zoning: R-80 (Wake County)
Approved Zoning: R-30 – Residential (reassigned to RR Rural Residential in 2022)
Approval Date: June 7, 2016

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Enhance

Future Land Use: Mixed Residential Neighborhood

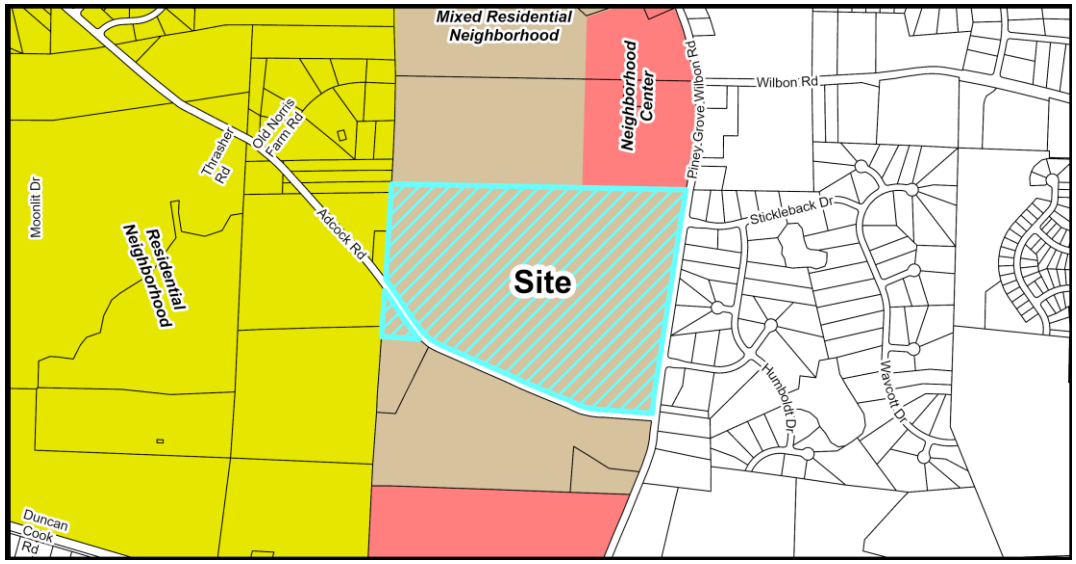
Small Area Plan: N/A

The Requested Zoning Map Amendment is:

☒ **Consistent with the Future Land Use Map**

☐ **Inconsistent with the Future Land Use Map**

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with the Future Lane Use Map, the Zoning Map Amendment has the effect of also amending the Future Land-use Map.



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 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.

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.

Key characteristics of a Mixed Residential Neighborhood include:

- Streets are generally in a grid network.
- New residential uses have off-street parking at the side or rear of the lot to enhance the streetscape and walkability. Parking areas on larger lots may be accessed from front-loaded driveways, while smaller lots may be served by rear alleys.
- Development should be sensitive to existing natural resources, including large tree stands and drainage-ways.
- Multi-modal walkable streets with curbs and formal street tree planting.
- Building types are primarily residential and may include single dwelling detached homes, single dwelling attached, multi-dwelling, and accessory dwelling units.

Small Area Plan: N/A

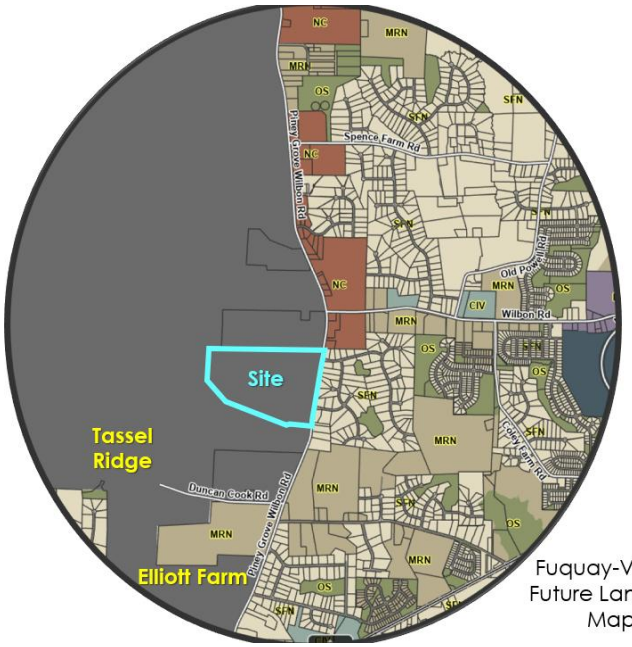
Historic Structures: ☒ None

Land Use & Character Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Land Use & Character Plan/Ordinances

The project is located at the southern end of the Town's Planning Jurisdiction, along Piney Grove Wilbon Road. This area of Town has recently seen several projects approved by Town Council, including Elliott Farm and Hazel Ridge (fka Tassel Ridge). The current Future Land Use Map, adopted by the Town in 2022, defines residential development in this area, with parcels designated as Residential Neighborhood further away from Piney Grove Wilbon, and Mixed Residential Neighborhood or Neighborhood Center directly adjacent to Piney Grove Wilbon Road.

These Mixed Residential Neighborhood and Neighborhood Center parcels run the entire length of the Piney Grove Wilbon corridor, from Elliott Farm in the south to the Honeycutt/Wade Nash intersection near Buckhorn Creek Elementary School. When designating these parcels as Mixed Residential Neighborhood with the 2022 Future Land Use Map, the Town considered the proximity to this major corridor and consistency with the Town of Fuquay-Varina's plans.



Fuquay-Varina Future Land Use Map

Across the street from this project is the Town of Fuquay-Varina's planning jurisdiction, which extends along the eastern side of Piney Grove Wilbon Road north to Wade Nash Road. Fuquay-Varina has also envisioned growth along this corridor through their own Comprehensive Plan and Future Land Use Map, designating parcels on the east side of the road as primarily Neighborhood Commercial (NC) [red parcels], Mixed Residential Neighborhood (MRN) [tan parcels], with portions of Single-Family Neighborhood (SFN) [light tan parcels]. Directly across the street from this project site is one of the Single-Family Neighborhood portions, with these existing detached dwellings accessed from an internal street, rather than Piney Grove Wilbon Road.

The applicant has considered nearby development patterns, including the adjacent neighborhood development, by concentrating its density to the eastern half of the site, and primarily locating its larger lot detached dwellings to the western half. The attached dwellings and smaller lot dwellings are adjacent to or within close proximity of open space, a key characteristic of a Mixed Residential Neighborhood. The site also contains a large amount of tree canopy, as well as an existing pond with adjacent wetlands in the center of the site. The attached dwellings have been arranged to front open space between the wetlands, with meandering trails to provide a buffer between the dwellings and wetland areas. To demonstrate this arrangement, the applicant has provided images in the plan set. As for the larger lot dwellings in the western half of the site, these encompass the smaller rear-loaded lots, providing a buffer to adjacent neighborhoods, and meeting another Mixed Residential Neighborhood characteristic to provide transitions.

The attached dwellings, as well as around 55 detached dwellings, are accessed via alley. The street network is generally connected, with one internal street wrapping around the central environmental features. Where a road cannot cross the pond to the north, a private greenway is proposed for a pedestrian connection. In addition to the required Town greenway through the center of the site, several private connections are provided, as well as a variety of open spaces mixed throughout the site. As a separate commitment to the typical amenity center and open space categories, public art is proposed in the open space at the corner of Adcock Rd and Piney Grove Wilbon Rd, creating a viewshed into the development.

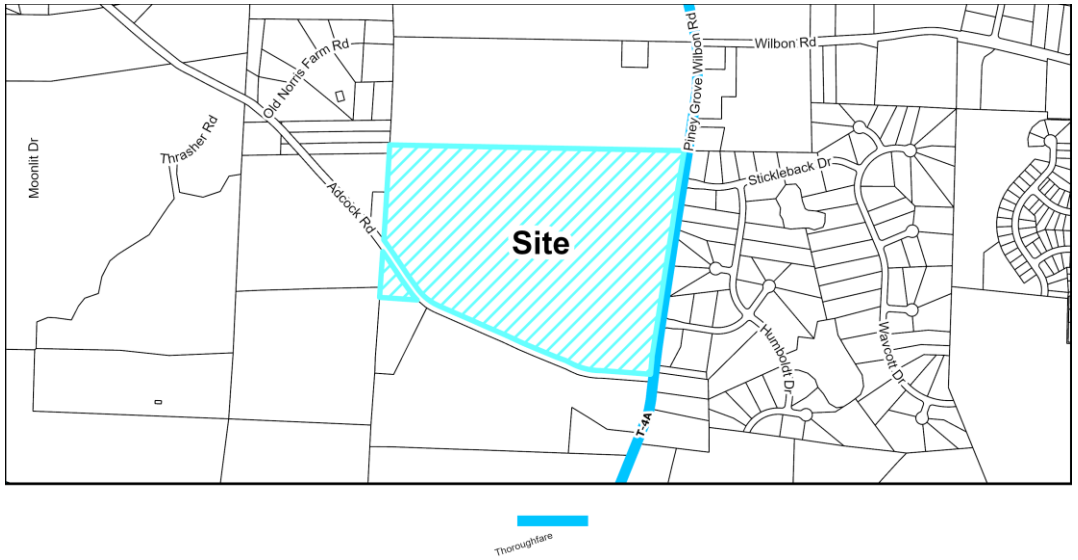
The proposed project is providing a mix of housing types around a variety of connected open spaces and preserving the environmental features onsite. The applicant has also considered Town feedback on the existing Future Land Use Map and incorporated these comments into plan design. Overall, the project has demonstrated consistency with the Comprehensive 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:
In accordance with the Unified Development Ordinance (UDO) and the Comprehensive Transportation Plan (CTP), road widening is required across the property frontage of Piney Grove Wilbon Road to meet ½ of the ultimate cross section. Piney Grove Wilbon is identified as a T-4A cross section in the CTP, which is a 4-lane median divided thoroughfare with a 10-ft sidepath. Adcock Road (SR 1124), located along the southern property frontage, is not on the CTP. However, the project has committed to frontage improvements on Adcock Road in accordance with the LC-2A cross section from the CTP, which is a 2-lane collector road. For most of the frontage on Adcock Road, ½ of the ultimate LC-2A cross section will be installed, but the full LC-2A cross section will be installed along the western portion where this project owns property on both sides.

The development is proposing two driveway accesses, one from Piney Grove Wilbon Road and one from Adcock Road.

New Location Roadways:
There are no new CTP roads impacting this project.

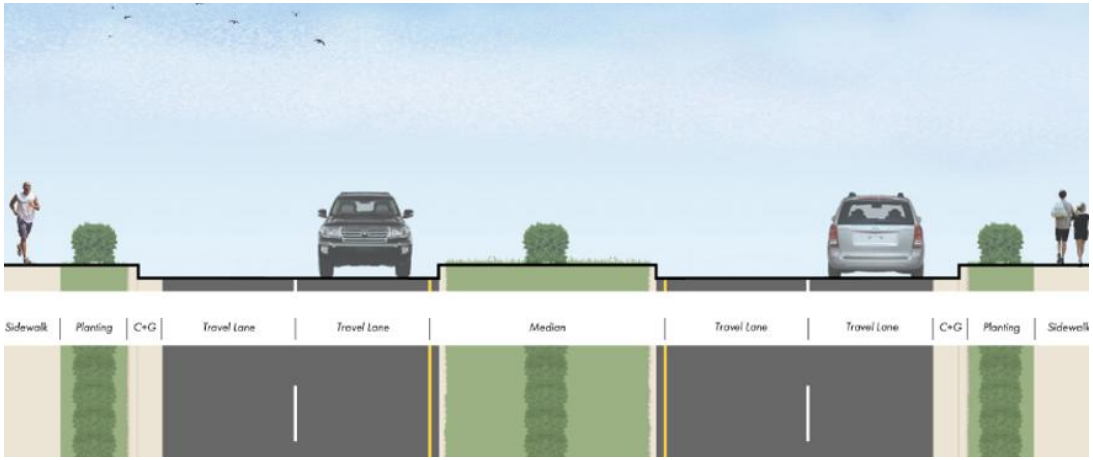
Hotspot/Safety Study Location:
There are no Hot Spot Studies impacting this project.

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 (TMA) was completed with this rezoning petition. This development will be required to adhere to and construct all recommended improvements within the approved TIA as follows:

CTP-Required Roadway Thoroughfare Widening:

- Accommodate ½ of the required roadway section along site frontage along Piney Grove-Wilbon Road (identified in the Town's CTP as a 4-lane divided "T-4A" section.
- Accommodate ½ of the required roadway section along site frontage on Adcock Road (identified by Town staff as the "LC-2A" cross section).

Piney Grove-Wilbon Road at Stickleback Drive/Site Driveway:

- Provide an exclusive northbound left-turn lane on Piney Grove-Wilbon Road (through frontage widening) with 100 feet of storage and appropriate taper.
- Stripe the additional lane constructed along Piney Grove-Wilbon Road (through frontage widening) as an exclusive southbound right-turn lane at this intersection.
- Construct the Site Driveway with one ingress lane and two egress lanes, comprised of a shared left/through lane and an exclusive right-turn lane with 100 feet of storage and appropriate taper.
- Restripe the existing westbound approach of Stickleback Drive as a shared left/through/right

Piney Grove-Wilbon Road at Adcock Road:

- Provide an exclusive eastbound right-turn lane on Adcock Road with 100 feet of storage and appropriate taper.

Transportation Information (cont.)

- Provide an exclusive northbound left-turn lane on Piney Grove-Wilbon Road (through frontage widening) with 100 feet of storage and appropriate taper.
- Stripe the additional lane constructed along Piney Grove-Wilbon Road (through frontage widening) as an exclusive southbound right-turn lane at this intersection.

Adcock Road at Site Driveway:
- Construct the Site Driveway with one ingress and one egress lane.

Piney Grove-Wilbon Road at Rouse Road:
- Construct an exclusive eastbound right-turn lane on Rouse Road with 100 feet of storage and appropriate tapers

Developer will contribute fee-in-lieu for the following improvements:

Piney Grove-Wilbon Road at Rouse Road:
- Contribute a proportional fee-in-lieu (FIL) towards construction of an exclusive northbound left-turn lane on Piney Grove-Wilbon Road with 150 feet of storage and appropriate tapers.

Piney Grove-Wilbon Road at Adcock Road:
- If determined to be warranted, and if approved by the Town and NCDOT at project build-out, contribute a proportional fee-in-lieu (FIL) towards installation of a traffic signal.

Piney Grove-Wilbon Road at Phelps West Road:
- Contribute a proportional fee-in-lieu (FIL) towards construction of an exclusive southbound left-turn lane on Piney Grove-Wilbon Road with 100 feet of storage and appropriate tapers (which assumes back-to-back storage with the northbound left-turn lane onto existing Duncan Cook Road committed by the Hazel Ridge development).

Transportation Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

The Traffic Study and associated mitigation improvements are consistent with the Traffic Study policy and the Town's Comprehensive Transportation Plan.

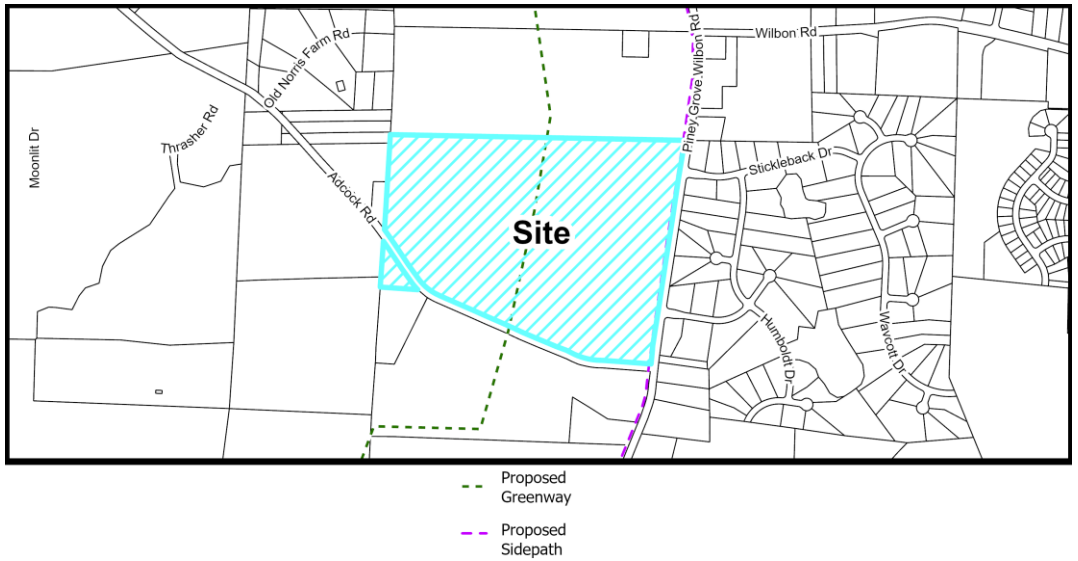
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☒ Greenway ☒ Sidepath

A greenway is required per the Future Active Transportation Map, shown bisecting this property running parallel to Piney Grove Wilbon Road.

A sidepath will be installed with the frontage improvements along the Piney Grove Wilbon frontage.

Parks, Recreation, & Greenways Summary

The project area lies outside of a Park Search Area as shown on the Parks, Recreation, and Greenways Master Plan.

Parks, Recreation, & Greenways Staff Analysis:

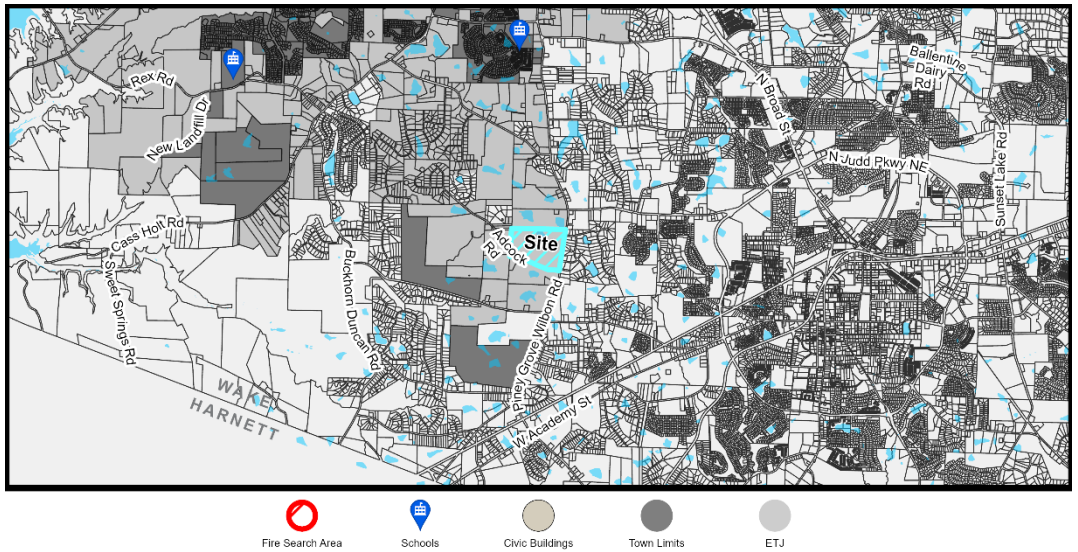
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The applicant has proposed a 10' asphalt greenway through the center of the project, from Adcock Road north to the property line, adhering to the Future Active Transportation Map. The project is overall consistent with the Parks, Recreation, and Greenways Master Plan and the Unified Development Ordinance.

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 requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan

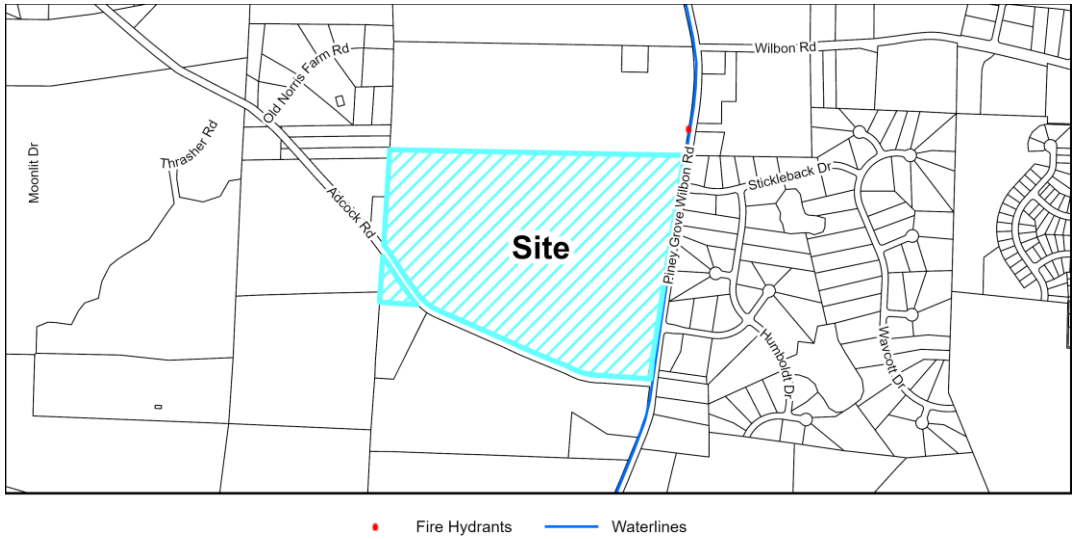
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System for their facility planning. Wake County Public School System has reported there is sufficient capacity for anticipated students.

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 at the intersection of Duncan Cook Road/ Piney Grove Wilbon Road and extend up to and across the property frontage of Adcock Road and Piney Grove Wilbon Road as well as throughout the site to serve the proposed development. These waterlines will be installed by the developer in accordance with Town Polices.

Sanitary Sewer:

The sewer study presented two general options for sewer service for this project. Option 1 is to extend gravity sewer to the project site from the Hazel Ridge Subdivision. Option 2 is to construct an onsite pump station and forcemain to serve the project. Easement acquisition and construction of any off-site sewer components (gravity sewer or forcemain) are the responsibility of the developer.

The sewer study analyzed the downstream sewer system, and included pump station capacity analyses, with this rezoning. The study concluded improvements to downstream pump stations for the various scenarios would be required and committed by the developer.

Reclaim:

This project is not located within the Town's Reclaim Water 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
This project is subject to the Water Resource Management Policy and has provided a Utility Allocation Request to be considered by Town Council.

Utility Allocation Summary
This development is subject to the Water Resource Management Policy and has provided a Utility Allocation Request. All utility allocation requests must be approved by the Town Council.

Priority Level: Priority Level 3
Allocation Assignment: Residential – Single Family
Allocation Requested: 66,555 GPD

Staff Determination: Sufficient allocation is remaining in the Residential – Single Family assignment to support this project for the proposed build out year of 2032. The allocation will be phased per the policy to limit the allocation to a maximum of 75 lots per year.

Infrastructure & Utility Staff Analysis:

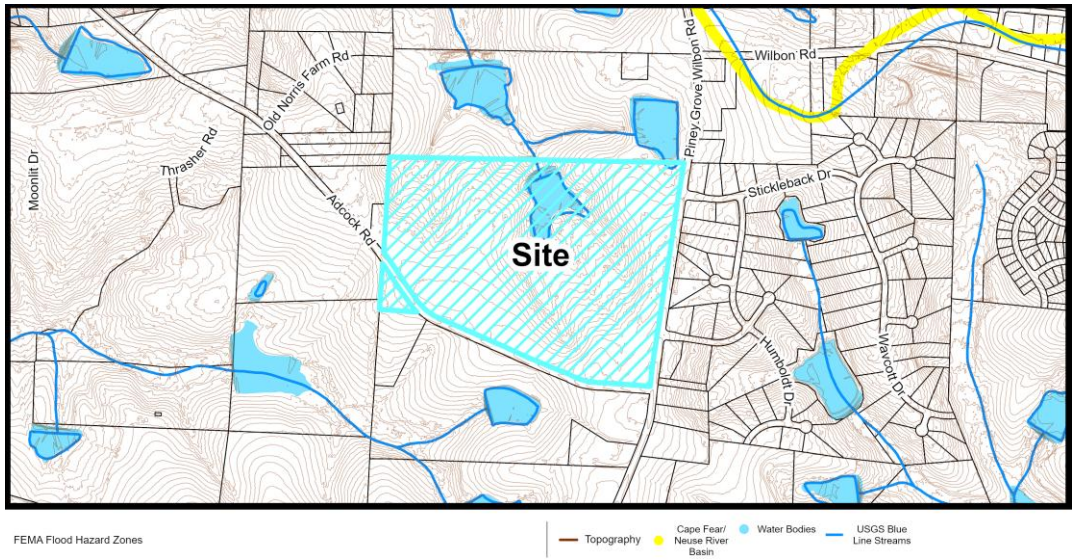
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed utility connections and extensions are consistent with the Town's Comprehensive Plan.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**30% or 23.0 ac.**
Tree Preservation Area	20% or 15.34 ac.
Active Recreation Area	5% or 3.83 ac.
Urban Civic Space	N/A
Flexible Space	5% or 3.83 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The applicant has proposed 15.34 acres of tree preservation throughout the site, and has included revegetation areas of longleaf pines. As part of the Water Resource Management Policy, the applicant has committed to an additional 5% of Active Recreation space. An additional 0.96 acres is required, which was added to the required 3.83 acres. A total of 23.96 acres of open space is depicted on the submitted plan set.

Stormwater:

The project is located within the Cape Fear River Basin and is proposing to treat new impervious surfaces onsite with Stormwater Control Measures. There are several jurisdictional features located on and adjacent to the site such as wetlands, streams, ponds, and Riparian Buffers.

Natural Resources & Open Space Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The existing site contains significant tree canopy and contains an existing pond and various wetlands. The applicant has proposed their tree preservation areas primarily around the existing canopy and wetlands, and has provided appropriate buffering from the natural features. Nine active recreation areas are also proposed, including a primary amenity center.

Conditional Zoning District Standards Information

Unified Development Ordinance

Conditional Zoning Districts (CD) are intended to provide flexibility within the planning and development process, while creating additional controls to ensure quality development. The Conditional District allows the applicant the option of requesting this flexibility in exchange for higher quality, innovative, and sustainable development.

CD Design Goals. CD proposals shall demonstrate that the project and development therein will incorporate and/or achieve the following design goals:

1. The incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural character;
2. The preservation of significant view corridors; development of out-lying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns;
3. Development of pedestrian oriented communities; development of traditional style neighborhoods;
4. Development of communities that are visually and functionally connected to one another;
5. Protection of significant watershed areas in order to preserve water quality;
6. Creativity and imagination in the process of development;
7. Unique architecture or sustainable design;
8. Efficient, aesthetic and desirable use of open space;
9. Variety in housing types and physical development patterns; and,
10. Special considerations for property with a unique history or outstanding physical features.

Conditional Zoning District Summary

Development Standards (UDO Section 2):

Development Density	UDO Standard	Proposed Standard
Number of Dwelling Units	405 units permitted in NR district 648 units CZD	222 units
Maximum Gross Density (Units/Acre)	5 units/acre permitted in NR district 8 units/acre CZD	2.9 units/acre
Minimum Lot Frontage for a Driveway	60'	40'
Length of Rear-Loaded Driveways for Detached Dwellings from Alley Edge of Pavement	None	4' or 20'

Landscaping (UDO Section 5):

	UDO Standard	Proposed Standard
Perimeter Buffers		
Thoroughfare Buffer (East)	5' Type A	20' Type C
North	5' Type A	20' Type B
South (Adcock Rd)	5' Type A	20' Type C
West	5' Type A	20' Type B
Type A Open Buffer; Type B Semi-Opaque Buffer; Type C Opaque Buffer		

Additional Standards

Proposed Residential Façade Standards
• No Vinyl siding, only Fiber Cement siding • Building materials to include Fiber Cement, Board and Batten, Shake and Shingle, Stone or Synthetic Stone, Brick Façade • Decorative Details or Carriage Style Adornments for front-facing garage doors • Roof pitch of 6:12 or greater • All front porches or stoops to be covered • Anti-monotony standard to prevent similar elevation style or color for any lots adjacent to or directly across the street Townhomes to be 4, 5, or 6 units as a block, will incorporate a minimum 8" overhang on end units

Proposed Site Design (UDO Section 8 and Conditional Zoning District)



Site Design Highlights

- Existing Stephens Pond and wetlands in center of site
- Larger Detached Dwelling Lots to the west; Smaller Detached Dwellings and Attached Dwellings to east and site interior
- 9 Open Space areas identified on plans (active and passive)
- Viewsheds for Amenity Site and Public Art area

Conditional Zoning District Standards Staff Analysis

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with Conditional Zoning District Standards/Ordinances

This project, Seasons at Wilbon, proposes 222 units on 81 acres. The proposed zoning district, Neighborhood Residential Conditional Zoning District, has a requirement of 10-50% Attached Dwellings and 80 (36%) of the proposed units in Seasons are Attached Dwellings, meeting this NR requirement. While this is a requirement of the proposed zoning district, meeting this requirement also demonstrates a mix of housing types, a characteristic of a Mixed Residential Neighborhood. The remaining 142 (64%) of units are various styles of Detached Dwellings, including 60' front-loaded lots, 40' front-loaded lots, and 40' rear-loaded lots.

The applicant has also proposed a few modifications to this Conditional Zoning District petition. Proposed development standard adjustments provide specificity to their density, capping the project to 222 units, a gross density of 2.9 units per acre. This is well below the threshold for the allowable density of a Neighborhood Residential zoning District of 5 units per acre. The minimum lot frontage for a front-facing driveway is also proposed as reduced from 60' to 40' to meet their proposed lot sizes. This is a smaller lot than typical for a detached dwelling with a front-loaded driveway that would accommodate two vehicles. As an offset to this reduction, the applicant provided a detail to demonstrate street trees could be accommodated and also committed to a 20' maximum front setback and 25' front driveway requirement to prevent garage-prominent design.

In order to prevent vehicles from parking in the alley and blocking other residents, the applicant has proposed driveway lengths of 4' or 20', which would either prevent a vehicle from parking, or accommodate enough room for a vehicle in a driveway.

Perimeter Buffers are also proposed as modified, with all shown as a minimum 20'. Opaque Type C buffers are proposed along the Piney Grove Wilbon and Adcock Road frontages, preventing views of residents' backyards, and match existing development patterns across Piney Grove Wilbon. Type B Semi-Opaque buffers are proposed adjacent to the parcels to the north and west, which would increase screening from and provide transitions to future developments.

In addition to these proposed modifications, the applicant has proposed residential façade requirements to provide detail for all dwelling types. These commitments are based around material types and design elements and prevent similar colors and materials of buildings adjacent to each other.

Overall, the project has demonstrated consistency with the Town's Conditional Zoning District Standards and the Unified Development Ordinance.

Decision-Making Information

Comprehensive Plan and Conditional Zoning District 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	
Conditional Zoning District Standards/Ordinances	☒ Consistent ☐ Inconsistent

Zoning Map Amendment (Rezoning) Staff Analysis
The applicant must demonstrate that the proposed Zoning Map Amendment and property owner offered conditions (if any) or unique conditions associated with this request support the Town's Comprehensive Plan objectives and/or Ordinances and why the proposed zoning change is reasonable and in the public interest. The applicant has provided a statement in the petition.

Staff has reviewed the application and has determined the requested Zone Map Change is:

☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances
☒ Reasonable and in the Public Interest ☐ Not Reasonable and in the Public Interest

The proposed Neighborhood Residential Conditional Zoning District (NR-CD) allows for a variety of housing types and open spaces, and at a compatible density in the context of the nearby community. Characteristics of the Future Land Use Designation, Mixed Residential Neighborhood, and the Land Use & Character themes of Transitions and Increase Home & Neighborhood Choices have been demonstrated with the application. The proposed modifications create small design enhancements and increased buffering, indicating a higher standard of development than by-right. Commitments to publicly available open space and construction of a Town greenway create public benefits. Overall, the project is consistent with Town adopted plans and ordinances.

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. The applicant also voluntarily held a second neighborhood meeting towards the end of the project review.

Meeting #1 Date: 4/17/2025
Summary of Issues – The following topics were discussed at the neighborhood meeting:

- Whether homes are sale or rentals
- Development access locations along Piney Grove Wilbon and Adcock Roads
- Road Noise/Nuisance abatement
- Public Water/Sewer provision to site
- Public Hearing Information
- Streetlights along Piney Grove Wilbon
- Project density and inclusion of townhomes
- Transportation issues and funding
- Consistency with Town of Fuquay-Varina plans
- Storm Drainage

Meeting #2 Date: 9/23/2025
Voluntary meeting to discuss project revisions
Summary of Issues – The following topics were discussed at the neighborhood meeting:

- Project Construction date
- Construction entrance location
- Transportation improvements, widening, and timeline
- Right-of-way widths, road dedications, turn lane locations
- Property value impacts
- Piney Grove Wilbon Road safety
- Homes as for sale or rentals, price of homes
- Fees-in-lieu for transportation projects
- Traffic Signal not being required through the Transportation Mitigation Agreement
- Greenway, Public Art details

Legislative Public Hearing

Legislative Public Hearing

Prior to the Legislative Public Hearing:

- Mailed notice has been sent to all property owners within 500 feet of the project.
- Published notice has been made twice in the News & Observer.
- Posted notice has been made with a public hearing sign on the property.

Town Council Decision: Legislative Decision

Legislative Decision:

Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Action #1: Hold Legislative Public Hearing

Action #2: Zone Map Amendment (Rezoning)

Zone Map Amendment (Rezoning) for 25-REZ-06 Seasons at Wilbon will be forwarded to the Planning Board for review and recommendation.

Next Steps

Planning Board Consideration & Recommendation

Advisory Decision

The Planning Board will review the proposed Zone Map Amendment (Rezoning) at the 10/28/2025 meeting and make a recommendation to the Town Council.

Anticipated Town Council Consideration and Decision: 11/18/2025

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Office of Student Assignment
5625 Dillard Dr.
Cary, NC 27518
studentassignment@wcpss.net

tel: (919) 431-7333
fax: (919) 694-7753

July 8, 2025

Chris 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: 06/06/2025
- Name of development: Seasons at Wilbon
- Address of rezoning: 2316 Piney Grove Wilbon Rd (0647701834)
- Total number of proposed residential units: 240
- Type(s) of residential units proposed: Attached and Detached Dwellings (Single-Family, Townhomes)

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

HOLLY SPRINGS
North Carolina

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

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: Bob Zumwalt	Company: Kimley-Horn
Mailing Address: 1070 S. Main Street, Suite 230	
City, State, Zip: Holly Springs, NC 27540	
Telephone: 919-475-7314	E-Mail: bob.zumwalt@kimley-horn.com
Design Professional	
Name: Same as Applicant	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Developer	
Name: Anne Oakley	Company: D.R. Horton Inc.
Mailing Address: 7208 Falls of Neuse Road, Suite 201	
City, State, Zip: Raleigh, NC 27615	
Telephone: 919-971-2126	E-Mail: ABOakley@drhorton.com
Architect	
Name: NA	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Landscape Architect	
Name: Bob Zumwalt	Company: Kimley-Horn
Mailing Address: 1070 S. Main Street, Suite 230	
City, State, Zip: Holly Springs, NC 27540	
Telephone: 919-475-7314	E-Mail: bob.zumwalt@kimley-horn.com
Financially Responsible Party (REQUIRED)	
Name: Anne Oakley	Company: D.R. Horton Inc.
Mailing Address: 7208 Falls of Neuse Road, Suite 201	
City, State, Zip: Raleigh, NC 27615	
Telephone: 919-971-2126	E-Mail: ABOakley@drhorton.com
Property Owner (REQUIRED)	
Name: Mary Paul Birchard Thomas and Teresa Thomas	Company:
Mailing Address: 7104 Windover Drive	
City, State, Zip: Durham, NC 27712	
Telephone:	E-Mail:

HOLLY SPRINGS
North Carolina

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

PETITION TYPE – each request must be a separate application in the Portal	
☐	Zoning Map Change – General Use District
☑	Zoning Map Change – Conditional Zoning District ☐ Option 1 Plan: Development Plan or Subdivision Plan (Preliminary Plat) ☑ Option 2 Plan: Master Plan
☐	Comprehensive Plan Amendment ☐ Text Amendment ☐ Future Land Use Map Amendment ☐ Small Area Plan Map Amendment
☐	UDO Text Amendment – UDO Section:

PROJECT INFORMATION https://www.hollyspringsnc.gov/742/Maps	
Project Name	Seasons at Wilbon
Project Location *Use street address. If none, use closest intersection*	2316 Piney Grove Wilbon Road
	☐Within Corporate Limits ☑ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0647701834
Real Estate ID	0070081
Project Acreage	81.0 AC Partial Parcel? ☐ Yes ☑ No
Current Zoning	RR: Rural Residential
Proposed Zoning	NR CD: Neighborhood Residential Conditional District
Current Future Land Use Designation	Mixed Residential neighborhood
Proposed Future Land Use Designation	Mixed Residential neighborhood
Small Area Plan Designation *(if applicable)*	NA
Special Study Scoping Meeting Dates	Sewer Scoping meeting - 3/18/25; Traffic Scoping meeting - 3/20/25
Sketch Plan Review *(pre-submittal)* Meeting Date:	01/29/2025
Neighborhood Meeting Date:	04/17/25

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: Anne B. Oakley Date: 4/24/2025

PLAN CONSISTENCY STATEMENT

Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.
You must respond to each section. Please use additional sheets as needed.

PLAN CONSISTENCY STATEMENT

In accordance with NCGS §160D-605 when adopting or rejecting any Zoning Map Amendment or UDO Text Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of a proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

Please provide detailed documentation to assist the Council in making their determination.

EXECUTIVE SUMMARY

See attached Plan Consistency Statement

SECTION 1: LAND USE & CHARACTER

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

SECTION 3: PARKS, RECREATION

SECTION 4: COMMUNITY FACILITIES

SECTION 5: INFRASTRUCTURE & UTILITIES

SECTION 8: NATURAL RESOURCES

STATEMENT OF REASONABLENESS

PUBLIC BENEFITS STATEMENT

A written statement that demonstrates how the proposed Project provides sufficient benefits to the general public. Public benefit may include:

1. Infrastructure improvements such as improvements to existing Streets, intersections, medians, Sidewalks, greenways, sidepaths, pedestrian crossings, and public utilities.
2. Publicly accessible Open Space such as Parks and Playgrounds, dog parks, Urban Civic Spaces, Plazas, Squares, public art, and similar outdoor amenities.
3. Sustainable design and/or architecture such as adaptive reuse of existing buildings, preservation of significant on-site environmental features, on-site renewable energy generation, compliance with established standards such as Leadership in Energy and Environmental Design (LEED), Energy Star, Earthcraft, etc., or other actions that further sustainability of the project.
4. Additional public benefits not listed above may be considered by the decision-making body.

HOLLY SPRINGS
North Carolina

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

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.

Notification of Owners:

1. The Petitioner (or agent) shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the petition within a 500' radius of the subject property. Mailing notices shall include surrounding property owners and property owner's association (or equivalent), and the Town of Holly Springs (Attn: Development Services). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to all addresses of the property itself, including apartment or suite addresses.
2. The notice shall include the date, time and location of the Neighborhood Meeting, the name of the Petitioner and the location of the proposed request (address, tax property, identification number or metes and bounds description), and an explanation of the nature of the request.
3. The notice shall be mailed not less than ten (10) days nor more than twenty-five (25) days before the date of the Neighborhood Meeting.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	04/17/2025
Meeting Time:	6-7PM
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 summary

Changes made to the Petition as a result of the meeting:

Additional attachments required:

- A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- A copy of the signed attendance list that includes the names and addresses of those in attendance.
- A copy of the mailed notice.

Preparer's Signature: Date:

NOTIFICATION TO PROPERTY OWNER

Dear Property Owner;

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID No.: 0070081

and PIN: 0647701834

located at: 2316 Piney Grove Wilbon Road

Existing Zoning District: RR: Rural Residential

Proposed Zoning District: NR CD: Neighborhood Residential Conditional District

The public hearing before the Holly Springs Town Council on the matter will be heard on _____(date) at 7:00 PM.

Additional information can be obtained by contacting Holly Springs Development Services Planning Division at (919)557-3111 or email DSIntake@hollyspringsnc.gov.

Thank you,

Anne Oakley
Applicant Signature

4/24/2025
Date

Applicant Printed Name: Anne Oakley

Company: D.R. Horton Inc.

Mailing Address: 7208 Falls of Neuse Road, Suite 201 Raleigh, NC 27615

Telephone Number: 919-971-2126

E-Mail: ABOakley@drhorton.com

AFFIDAVIT OF OWNER NOTIFICATION

The following Affidavit of owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for the property(s) they do not own at the time of the petition submission.

This form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

AFFIDAVIT

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID: 0070081 and PIN: 0647701834 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

Anne Oakley

Signature of Applicant

Anne Oakley
D.R. Horton Inc.
7208 Falls of Neuse Road, Suite 201
Raleigh, NC 27615

Sworn to or affirmed and subscribed before me this 24 day of April, 2025.

NOTARY PUBLIC:

Official Signature of Notary

(Official Seal)

S. ELAINE HUDSPETH
NOTARY PUBLIC
WAKE COUNTY, N.C.

S. Elaine Hudspeth, Notary Public
Print Name

My commission expires: 11-4-27

AFFIDAVIT OF OWNER'S CONSENT

Before me personally appeared Mary Paul Thomas 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:

0647701834	

and does hereby authorize D.R. Horton Inc. to act

(name of representative/applicant)

on their behalf as their agent with regard to the processing of said Development Project.

Mary Paul Thomas
Signature of Owner

Print Name: Mary Paul Thomas
Address: 7104 Windover Dr
City, State, Zip: Durham, NC 27712

Sworn to or affirmed and subscribed before me this 24 day of April, 2025.

NOTARY PUBLIC:
Cody L Pearson
Official Signature of Notary

(Official Seal)

Cody L Pearson, Notary Public
Print Name

CODY L. PEARSON
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires Dec. 16, 2029

My commission expires: Dec. 16, 2029

EXHIBIT TO
REZONING PETITION

PLAN CONSISTENCY STATEMENT

Project Name: Seasons at Wilbon

Project Location: 2316 Piney-Grove Wilbon Road

EXECUTIVE SUMMARY

Seasons at Wilbon is a master planned mixed residential project that includes single family detached and single family attached homes (townhomes) with an integrated network of open spaces. The property is designated as Mixed Residential Neighborhood ("MRN") by the Vision of Holly Springs Comprehensive Plan (the "LUP") map. The proposed use is consistent with MRN character area by providing: multiple housing types with varying lot sizes; a connected network of open spaces, preservation of environmental sensitive features; and gathering place amenities. The proposed zoning is Neighborhood Residential Conditional District ("NR CD"). The Town's Unified Development Ordinance ("UDO"), designates NC CD as an appropriate zoning district for MRN. This petition does not include a request for a LUP amendment. As demonstrated by the master plan, the design standards for Seasons at Wilbon meets or exceeds all standards of NC CD. In 2016, the Town expanded its Extra Territorial Jurisdiction ("ETJ") to include this property. With the ETJ expansion, the Town resolved that these areas would be developed at urban densities and annexed within ten (10) years. Seasons at Wilbon implements the vision and standards of the LUP, the UDO and the ETJ expansion.

SECTION 1: LAND USE & CHARACTER

The LUP's map designates parcels immediately adjacent to Piney-Grove Wilbon Road as MRN. Parcels to the west of MRN are designated as Residential Neighborhood ("RN"). Both MRN and RN are identified by the LUP as areas to enhance, with MRN including increased densities with multiple housing types. Seasons at Wilbon's maximum gross density is proposed to be 2.895 units per acre. This proposed density is well below the NR CD allowed maximum gross density of 8 units per acre and is below the maximum gross density for Suburban Residential Conditional District ("SR CD"), 4 units per acre. Seasons at Wilbon will introduce townhomes in this area, however the maximum gross density is below and consistent with a SR CD single family detached project. Under the LDO, the MRN character area includes three housing types: single family detached, single family attached; and multi-dwelling. Seasons at Wilbon will include two of these housing types, single family detached, and single family attached (townhomes). As depicted on the master plan, the townhomes will be centrally located between single family detached homes and buffered by preserved open space to the north. This provides for an appropriate transition between the two housing types. The amenity center is located at the main access to the site off of Piney Grove Wilbon Road accordance with the MRN character area. The larger lots in Seasons at Wilbon are located on the western half of the property and act as an appropriate transition between MRN and the lower density RN to the west.

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

Piney-Grove Wilbon Road is designated as a thoroughfare by the Town's Comprehensive Transportation Plan ("CTP"). Under the CTP it is proposed as a four lane 112' wide median divided cross section. Piney-Grove Wilbon Road is not currently on the North Carolina Department of Transportation's ("NCDOT") Statewide Transportation Improvement Program ("STIP") for construction of the future cross section. The 2024-2033 STIP does include construction of a roundabout at the Piney-Grove Wilbon Road and Hwy 42 intersection (TIP-5805A), with right of way acquisition in 2025 and construction commencing in 2026. In the short term, improvements to Piney-Grove Wilbon Road will come from developer contributions of funding and construction. Piney-Grove Wilbon Road is the urban service area and ETJ boundary between the Town and the Town of Fuquay-Varina. In addition to the Town's development projects in the vicinity of Piney-Grove Wilbon Road, Fuquay-Varina Development projects will also contribute to improvements to Piney-Grove Wilbon Road. There are currently two (2) Town projects (Elliott Farm and Tassel Ridge) in the vicinity with committed improvements to Piney-Grove Wilbon Road and other roads in the area. Seasons at Wilbon will promote connectivity by providing street stubs to the property to the north. As this area of Town continues to develop, connectivity will continue to increase and allow for greater transportation options. These improvements along with anticipated improvements resulting from Seasons at Wilbon will support the transportation and mobility solutions set out in the CTP. A traffic impact analysis has been performed and the developer is submitting a draft Traffic Mitigation Agreement ("TMA"). The developer will be designing and constructing mutually agreed upon improvements in accordance with the final TMA.

SECTION 3: PARKS, RECREATION

In addition to the provision of active and passive recreation facilities, Seasons at Wilbon will include the onsite construction of a greenway trail identified in the Town's greenway master plan. Construction of this greenway will be privately funded system-wide improvement in accordance with the Town's master greenway plan. The greenway is planned to be constructed within preserved open space, allowing users to interact with the natural environment. Construction of this greenway will contribute to the implementation of the Town's long-term vision for a system-wide connected network. Seasons at Wilbon will be located within three miles of the new Eagles Landing Park, allowing the residents of Seasons at Wilbon convenient access to a multipurpose recreational facility and park.

SECTION 4: COMMUNITY FACILITIES

The base public schools currently identified with this property are Buckhorn Creek Elementary, Holly Grove Middle and Fuquay-Varina High School. Enrollments at these schools are not capped by Wake County. There are currently three elementary schools under construction in Southern Wake County, Rex Road Elementary, Bowling Road Elementary and Hilltop Needmore Elementary. Each school under construction is planned to have an enrollment of 800 students and open in the 2025-2026 school year. This will result in an additional 2,400 elementary school seats in Southern Wake County for the 2025-2026 school year. Eagles Landing is Town park under construction and is located within three miles of the property.

SECTION 5: INFRASTRUCTURE & UTILITIES

A Town water transmission line is within the Piney-Grove Wilbon Road right of way along the frontage of the property. The developer will coordinate with the Town in designing a system for tapping into public water that potentially could serve as a sub-regional solution for other properties. The developer will be installing waterlines along the road frontages of the property and at the terminus of on-site street stubs for serving additional properties. The Elliot Farm Project includes the installation of a force main sewer line running along Piney-Grove Wilbon Road and which will serve the basin that includes Seasons at Wilbon. The development of Seasons at Wilbon will be in accordance with the Town's Long Range Water and Wastewater Master Plans and will result in efficient use of public utilities. A sewer study is being completed with this rezoning and mitigation improvements will be designed and constructed by the developer of Seasons at Wilbon. A fire flow analysis will be performed by the developer during the major subdivision process. This project is subject to the Town's Water Resource Management Policy. The developer is submitting a terms sheet for a development agreement, the terms of which will address allocation elements in accordance with the Town's Water Resource Management Policy. Due to environmentally significant features, the property's topography, and the relatively small size of some of the adjacent properties, the developer will coordinate with the Town in designing a feasible solution for providing adjacent properties access to a sewer connection.

SECTION 6: NATURAL RESOURCES

The property sits at the top of the Cape Fear watershed boundary with streams draining toward the northwest. A 3+ acre pond will be preserved and incorporated into and surrounded by dedicated open space. The master plan supports the Town's Natural Resource Objectives by: preserving ecological sensitive areas; implementing tree protection by incorporating forested areas into dedicated open space; provision of a segment of a system-wide greenway; and protecting aquatic species by preserving the existing pond.

STATEMENT OF REASONABLENESS

Seasons at Wilbon will be consistent with the LUP. The rezoning petition does not include a request for a Comprehensive Plan Amendment because the proposed zoning district is identified by the Town as appropriate for the MRN land use classification. The property is approximately 81 acres and is of sufficient size for the intended use and the associated public improvements. A significant amount of the sensitive environmental features are being preserved and incorporated into dedicated open space. The gross density of residential units proposed is significantly less than allowed under NR CD and is consistent with a SR CD project. A public water transmission line is immediately adjacent to the property, and the developer will be coordinating with the Town in designing a feasible system for installing a water tap. Upon development of Elliott Farm, public sewer will be available. The residential nature of the area will be preserved by this single-family development. Seasons at Wilbon is a master planned community that will have an

interconnected network of pedestrian trials and sidewalks, that have access to a section of a system-wide greenway onsite. This rezoning petition is in the public's best interest as it is consistent in all respects to the vision and objections of the LUP.

PUBLIC BENEFITS STATEMENT

Development of Seasons at Wilbon will include the construction of a segment of system-wide greenway trial. The development will promote walkability by providing an interconnected system of trails and sidewalks. A significant portion of the property will be dedicated open space and will preserve an existing pond. Active and passive recreational activities will be promoted by the preservation of open space and the creation of outdoor amenities. Consistent with the LUP, Seasons at Wilbon will be a multi-generational neighborhood where residents can find homes that suit their lifestyles and life stages over time without having to leave the neighborhood. The requested rezoning is consistent with the purposes and intent of the UDO, the LUP and other adopted plans of the Town and if approved, will implement the polices, goals and vision contained in the LUP and other adopted plans.

ADCOCK LAW FIRM, P.A.

TELEPHONE: (919) 552-6600
FACSIMILE: (919) 552-4227
john@adcocklawfirm.com

John B. Adcock, Esq.
Board Certified Specialist in Commercial Real Property Law
202 E. Academy Street
FUQUAY-VARINA, NORTH CAROLINA 27526

MAILING ADDRESS:
Post Office Box 1478
Fuquay-Varina, NC 27526

May 23, 2025
Delivered with Rezoning Packet

Grayson Taylor
Planner III
Development Services
Town of Holly Springs
128 N. Main Street
Holly Springs, NC 27540

RE: Report of Neighborhood Meeting
Seasons at Wilbon – 2316 Piney-Grove Wilbon Road
DR Horton, Inc. (Applicant)

Dear Grayson,

Please accept this letter and attachments as the report of the Neighborhood Meeting for the proposed Seasons at Wilbon project rezoning. The Neighborhood Meeting was held virtually (via zoom) on April 17, 2025, and was scheduled to begin at 6:00pm. The zoom meeting was started at approximately 5:45pm. The meeting presentation and discussion began at 6:05pm and was completed at approximately 7:20pm.

List of Contracts, Meting Notification & Attendees

Please see attached: (1) Meeting Notification mailed to property owners; (2) the property vicinity map that was included in the Meeting Notification mailing; (3) the zoom link invitation that was included in the Meeting Notification Mailing; (4) a list of all property owners that were given notice of the meeting; and (5) the list of Neighborhood Meeting attendees. The Applicant mailed notices to all property owners within 600' of the boundaries of the property subject to this rezoning. Seventeen (17) individuals attended the meeting. On behalf of the Applicant, the following individuals were present at the Neighborhood Meeting and available to address questions and concerns from the attendees:

John B. Adcock, Attorney, Adcock Law Firm, P.A.;
Bob Zumwalt, PLA, Senior Planner and Landscape Architect, with Kimley Horn;
Kevin Dean, P.E., Traffic Engineer with Kimley Horn;
Anne Oakley, Forward Planner with D.R. Horton; and

.

Applicant's Presentation

The meeting began with John Adcock welcoming the attendees and introducing the individuals in attendance on behalf of the Applicant. John Adcock gave a presentation outlined as follows:

1. INTRODUCTION
    a. John Adcock: Land Use Attorney
    b. DR Horton: Developer & Home Builder
    c. Kimley – Horn: Landscape Architect and Traffic
    d. Who to contact if you have questions or concerns. Feel free to ask questions during the presentation. We will have time for questions at the end of the presentation.
    e. Request names and addresses of attendees.
    f. This is the beginning of a process and the plans for Seasons at Wilbon and the content of the rezoning application are subject to change during the process.

2. PURPOSE OF THE NEIGHBORHOOD MEETING
    a. Rezoning Application
    b. Informational
    c. Opportunity for neighbors to ask questions and provide comments.
    d. Will have a subsequent neighborhood meeting once application is filed and town staff has provided comments.

3. THE PROPERTY *(Published Vicinity Map and Wake GIS Map)*
    a. Location
    b. Acreage
    c. Environmental Features

4. DUE DILIGENCE
    a. DR Horton's due diligence process
        i. Survey
        ii. Environmental
        iii. Additional due diligence studies
    b. Summary of forecast timeline for due diligence

5. THE REZONING
    a. Jurisdiction (*Published Town's jurisdiction map)*
        i. Holly Springs ETJ
        ii. If approved, site will be annexed into Holly Springs town limits.

    b. Land Use Plan
        i. What is a Land Use Plan
        ii. The relationship between LUP and how it affects zoning.
        iii. Town's LUP Classification for the Property *(Published Town's LUP Map)*

iv. Description of the Mixed Residential Neighborhood Land Use Classification.

c. Zoning
   i. What is Zoning
   ii. Current Zoning. Described the Rual Residential zoning district *(Published Town's zoning map)*
   iii. Described the Neighborhood Residential zoning district *(Published the UDO's Table 2.1)*
      1. What is Conditional zoning
      2. What is a Master Plan
   iv. Summarized the Neighborhood Residential zoning district standards *(Published the UDO's Table 2.2.1.A Table)*
      1. Densities
      2. Permitted Uses
      3. Open Space Network
   v. Master Plan – What is it?
   vi. Published current sketch plan of Seasons at Wilbon
      1. Described the proposed layout of uses
      2. Described the proposed layout of open spaces
      3. Discussed the potential access points to Piney-Grove Wilbon Road, Adcock Road and street stubs to adjoining parcels.

d. The Process
   i. Neighborhood Meeting (another meeting will take place in the future after application is filed and town has provided initial comments)
   ii. Filing Application
   iii. Published the 2025 Town Council Projects Schedule. Discussed the forecast timeline for staff review, planning board meeting and town council meeting.
   iv. Traffic Impact Analysis
      1. What is it?
      2. Described other committed transportation improvements in the vicinity of the property.
      3. Brief description of the NCDOT STIP and related processes.
   v. Reviewed initial Town Staff comments provided during the general inquiry and scoping meetings. Noted there will be several submittals and town staff reviews.
   vi. Planning Board – Public Hearing – opportunities for public to speak.
   vii. Town Board – Public Hearing – opportunity for public to speak.
   viii. Post Zoning
      1. Subdivision – Site Plan
      2. Construction Drawings
   ix. Estimated timeline for the process from today until site construction

6. QUESTIONS FROM ATTENDEES.

Issues Raised by Attendees

Below is a summary of issues raised by the attendees:

- Will the homes be for sale or for rent. Applicant responded that the plan is for all homes in this community to be sold.
- What are the proposed access points to the development. John Adcock responded that the exact location of the access points is to be determined. The sketch plan shows potential access points and potential stubs to adjoining properties.
- What are the future plans for Piney-Grove Wilbon Road. John Adcock responded that the Town's transportation plan calls for a 110'right of way with four lanes and that as part of the development, the applicant will most likely be required to dedicate additional road right of way and make improvements. The exact improvements will be determined by the TIA review process with the Town and NCDOT.
- An attendee asked about the potential for sound barriers along Piney-Grove Wilbon Road, between the road and Prescott Downs Subdivision. John Adcock briefly discussed the process for installing sound barriers along the new section of Interstate 540.
- How will notification of the public hearings be given. John Adcock responded that the Town would send out notices per the UDO and that the applicant can provide additional information once the public hearings are scheduled.
- Will the development be using public water and sewer. John Adcock confirmed that the project will be using public water and sewer and described the route of the proposed sewer force main and the existing water line in Piney-Grove Wilbon Road.
- Concerns were raised regarding ingress and egress onto Piney-Grove Wilbon Road.
- Will there be streetlights along Piney-Grove Wilbon Road? Bob Zumwalt looked at projects along Piney-Grove Wilbon closer to Holly Springs and responded that its possible streetlights will be installed along Piney-Grove Wilbon Road.
- Questions regarding the proposed layout of open space in the development. Information was provided by the applicant's design team.
- Questions regarding the proposed amenities for the development. Information was provided by the applicant's design team.
- Questions regarding storm drainage. Information was provided by the applicant's design team.
- Questions regarding the reasons for having townhouses in this project. Information was provided regarding the Towns land use plan classification. Further concerns were raised regarding the density with townhouses.
- Comments were made about other developments in the general area and the effect on traffic.
- Concerns were raised about developments and the insufficient transportation infrastructure.
- Concerns were raised about a potential intersection with Stickleback Drive (Prescott Downs).

- Questions regarding funding for transportation improvements. John Adcock gave a brief summary on the process NCDOT uses for funding transportation projects.
- A question regarding the Town of Fuquay-Varina's land use plan. John Adcock stated he would send an email with information regarding the Town of Fuquay-Varina's land use plan (email was sent on April 18th)
- Concerns were raised regarding the effect townhomes have on property values.
- The meeting concluded at approximately 7:20 pm.
- John Adcock received 3 emails from attendees after the meeting. Each email was responded to.

Please let me know if you have any questions or need additional information regarding the Neighborhood Meeting.

ADCOCK LAW FIRM, P.A.
Sincerely,

John B. Adcock

John Adcock

Subject: DR Horton Rezoning Neighborhood Meeting - 2316 Piney-Grove Wilbon Rod
Location: https://us06web.zoom.us/j/87160751529?pwd=3JbuQo1SuoOZqsk2kPNVNEMyAMonah.1

Start: Thu 4/17/2025 6:00 PM
End: Thu 4/17/2025 7:00 PM

Recurrence: (none)

Organizer: John Adcock

John Adcock is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://us06web.zoom.us/j/87160751529?pwd=3JbuQo1SuoOZqsk2kPNVNEMyAMonah.1

Meeting ID: 871 6075 1529
Passcode: 268477

One tap mobile
+13126266799,,87160751529#,,,,*268477# US (Chicago)
+16465588656,,87160751529#,,,,*268477# US (New York)

Dial by your location
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US

Meeting ID: 871 6075 1529
Passcode: 268477

DR Horton
7208 Falls of Neuse Road, Suite 201
Raleigh, NC 27615
Neighborhood Meeting Notice – Second Meeting

Project Name:	Seasons at Wilbon
Applicant Name:	DR Horton
Applicant Contact Info: (Phone number, email address)	Anne B. Oakley, ABoakley@drhorton.com, 919-971-1216 John B. Adcock, john@adcocklawfirm.com, 919-552-6600
Meeting Date:	September 23, 2025
Meeting Time:	6:00pm to 7:00pm
Meeting Location	Virtual Zoom Meeting: https://tinyurl.com/jfcarmc2 Meeting ID: 868 2023 0590 / Passcode: 965387 Dial-In: +13092053325,,86820230590#,,,,*965387# US

DR Horton and Adcock Law Firm, P.A. are hosting an informal meeting about a proposed development near your neighborhood. This is a chance to review the project, ask questions, and voice any concerns before the application is submitted to the Town of Holly Springs. If you can't attend, please contact the Applicant using the information above.

Proposed Development Information: *(attach a vicinity map and preliminary site or CD Master Plan)*	Name of Project: Seasons at Wilbon Vicinity Map and Preliminary Concept Plan Enclosed
Project Location: include all addresses, if no address then the closest intersection and PIN(s)	2316 Piney-Grove Wilbon Road, Holly Springs, NC 27540 Wake County PIN: 0647701834 Wake County REID: 0070081
Proposal: *(include a description of your proposal)*	Rezone 81.00+/- acres from RR Rural Residential to Neighborhood Residential Conditional zoning district (NR CD), for a 222+/- lot residential subdivision. Total density not to exceed 3 units per acre.

	Application Type *Check one*	**Approving Authority**
X	Zoning Map Amendment	Town Council
	Development Plan	Development Review Committee (staff)
	Development Plan (DMX zone or buildings over 40,000 SF)	Town Council*
	Major Subdivision	Town Council*
	Major Modification	Town Council*
	Variance	Board of Adjustment or Town Council *
	Special Use Permit	Board of Adjustment
**Quasi-Judicial Public Hearing: The Board of Adjustment or Town Council*		

DR Horton
7208 Falls of Neuse Road, Suite 201
Raleigh, NC 27615

cannot discuss the project prior to the public hearing.

Why am I receiving this Notice?

The Town of Holly Springs requires a neighborhood meeting with property owners and residents near a proposed development. The meeting is your opportunity to learn more, ask questions, and share concerns about the proposal. This early communication allows the applicant to understand potential impacts and address issues prior to submitting an application to the town. Town staff do not attend the meeting, but a summary report with issues discussed and attendees must be submitted with the application.

What happens after the meeting?

The applicant may modify the proposal to address concerns or issues raised at the neighborhood meeting. If the proposal changes in such a way that the plan to be submitted to the Town does not substantially conform to the plan provided at the meeting, a new neighborhood meeting may be required.

Once an application has been submitted to the town, it may be tracked on the Town's Development Activity Webpage (https://www.hollyspringsnc.gov/339). Town Staff will review the application for compliance with applicable requirements. If a public hearing is required (Board of Adjustment and Town Council actions), notice will be provided per Holly Springs Unified Development Ordinance Section 11.5 and North Carolina General Statutes 160D.

The following items are enclosed with this notice:

- Map
- Preliminary Concept Plan

ADCOCK LAW FIRM, P.A.

TELEPHONE: (919) 552-6600
FACSIMILE: (919) 552-4227
john@adcocklawfirm.com

John B. Adcock, Esq.
Board Certified Specialist in Commercial Real Property Law
202 E. Academy Street
FUQUAY-VARINA, NORTH CAROLINA 27526

MAILING ADDRESS:
Post Office Box 1478
Fuquay-Varina, NC 27526

September 24, 2025
Delivered with Revised Submittal

Grayson Taylor
Planner III
Development Services
Town of Holly Springs
128 N. Main Street
Holly Springs, NC 27540

RE: Report of Second Neighborhood Meeting
Seasons at Wilbon – 2316 Piney-Grove Wilbon Road
DR Horton, Inc. (Applicant)

Dear Grayson,

Please accept this letter and attachments as the report of the Second Neighborhood Meeting for the proposed Seasons at Wilbon project rezoning. The First Neighborhood Meeting was held on April 17, 2025 and a report of that meeting was previously provided to the Town. The Second Neighborhood Meeting was held virtually (zoom) on September 23, 2025 and was scheduled to begin at 6:00pm. The zoom meeting started at approximately 5:45 pm. The meeting began at 6:05 pm and was completed at approximately 7:25 pm.

List of Contracts, Meting Notification & Attendees

Please see attached: (1) Meeting Notification mailed to property owners; (2) the property vicinity map and master plan that were included in the Meeting Notification mailing; (3) a list of all property owners that were given notice of the meeting; and (4) the list of those attending the Neighborhood Meeting. The Applicant mailed notices to all property owners within 600' of the boundaries of the property subject to this rezoning. Excluding the representatives of the Applicant, fourteen (14) individuals attended the meeting. On behalf of the Applicant, the following individuals were present at the Neighborhood Meeting and available to address questions and concerns from the attendees:

John B. Adcock, Attorney, Adcock Law Firm, P.A.;
Bob Zumwalt, PLA, Forward Planner and Landscape Architect, with Kimley Horn;
Kevin Dean, P.E., Traffic Engineer with Kimley Horn; and
Anne Oakley, Forward Planner with D.R. Horton.

Applicant's Presentation

The meeting began with John Adcock welcoming the attendees and introducing the individuals in attendance on behalf of the Applicant. John Adcock gave a presentation outlined as follows:

1. INTRODUCTION
    a. John Adcock: Land Use Attorney
    b. DR Horton: Developer & Home Builder
    c. Kimley – Horn: Landscape Architect & Traffic Engineer.
    d. Who to contact if you have questions or concerns.
    e. Need names and addresses of attendees.

2. PURPOSE OF THE NEIGHBORHOOD MEETING
    a. Rezoning Application Pending
        i. Name Change from Stevens Pond to Seasons at Wilbon
    b. Informational
        i. 2nd Meeting – 1st was on April 17th
        ii. This is not a required meeting, but is voluntary on behalf of DR Horton. The first meeting was mandatory under HS's UDO
        iii. Purpose is to provide an update on the Project and allow an opportunity for neighbors to ask questions and provide comments.
    c. Town File No. 25 – REZ – 06
        i. Additional information on town website (Development Services / Development Activity)
3. Public Hearings
    a. Planning Board – October 28th. The public can speak.
    b. Town Board –
        i. Public Hearing 10/21/25. The public can speak.
        ii. Action – November 18th – Public Meeting and not a Public Hearing. The public will not be given an opportunity to speak.
        iii. Sign posted on the property at least 10 days before the hearing.
        iv. Notice
            1. Town mails notice to property owners within 500' of property (10 to 25 days before hearing.)
            2. Publish 2x in local newspaper
                a. Once a week for two successive weeks.
                b. First notice published not less than 10 or more than 25 days before the hearing.
            3. Also go to town's website or contact the Town for additional information.

4. THE PROPERTY *(Wake County GIS mapping was used to display and describe the location of the property)*
    a. Location
        i. 2316 Piney-Grove Wilbon Road
        ii. Near intersection of Adcock Road and PGW Road
    b. Acreage: 81 +/-

5. THE REZONING *(A jurisdictional map for the Town was published)*
    a. Jurisdiction
        i. Summary of ETJ.
        ii. If approved, annexation into the Town.

    b. Land Use Plan *(A land use map of the Town was published).*
        i. A summary of how the land use plan is used by the Town in making decisions on rezonings.
        ii. A summary of the land use classification for the property – *Mixed Residential Neighborhood*

    c. Zoning
        i. Current Zoning: RR
        ii. Requested Zoning: Neighborhood Residential Conditional District
        iii. Summary of conditional district zoning.
        iv. Densities
            1. Allowed under NR – CD : 8 units per acre
            2. Proposed density: less than 3 units per acre
            3. Total unit count has decreased since filing and first neighborhood meeting.

6. PRESENT MASTER PLAN *(The most recent master plan was published)*
    a. John Adcock, with assistance from Kimely Horn and DR Horton's representatives provided a summary of the master plan including: proposed housing types; location of the housing types; street connections and stubs; open space and tree preservation areas; greenway; pond and wetlands; and the amenity location.

7. INFRASTRUCTURE IMPROVEMENTS
    a. John Adcock, with the assistance of the project's traffic engineer summarized the proposed transportation improvements as outlined in the most recent draft of the Traffic Mitigation Agreement; the role of a traffic impact analysis; and a description of fee in lieu in regards to transportation improvements.
    b. John Adcock provided a brief summary of the contemplated plans for the use of public water and sewer.

8. QUESTIONS AND COMMENTS FROM ATTENDEES.

Summary of Questions, Concerns and Issues Raised By Attendees
("Q" = Question / "A" = Answer / "C" = Concern Raised)

Q: Jonathan Holland: What are the yellow tubes along Piney-Grove Wilbon Road.
A John Adcock: Gas Line being installed along Piney-Grove Wilbon Road.

Q: When do we anticipate this project starting?
A: D.R. Horton – Anne Oakley: anticipate 2027 with all project approvals.

Q: Where will the construction entrance be on this property?
A: To be determined with approval of the construction drawings.

C: Intersection of Piney-Grove Wilbon Road and Adcock Road has a lot of accidents.

Q: Drew Holland: How will improvements to the intersection of Adcock Road and Piney-Grove Wilbon Road impact his property? Are plans finalized for the right turn lane on Adcock Road? Wrecks occur at the intersection due to people driving too fast when someone is trying to turn off Piney-Grove Wilbon Road onto Adcock Road.
A: Kevin Dean: Specific plans for the improvements at the intersection are not finalized and will be part of the construction drawing process. A turn lane should hopefully help. As the project moves forward we can meet and discuss the design and how it will affect your property.

Q: Audra Holland: What is the timeline for completing the road improvements?
A: Kevin Dean: Road improvements are completed before homes can be occupied and additional information was provided by Kevin Dean regarding the timeline of road improvements.

Q: Owen Kirk: Regarding the widening of Piney-Grove Wilbon Road, are the turn lanes you are proposing going to include the 4 lanes plus a turn lane.
A: Kevin Dean: Explains town's cross section standards for this road type.

Q: How will road widening impact properties on the east side of Piney-Grove Wilbon Road?
A: Kevin Dean: Not sure the exact footprint at this time, but the intent is to avoid offsite property impacts as much as possible. The intent is to only construct improvements on the west side of the centerline of Piney-Grove Wilbon Road.

Q: Owen Quirk: How will widening Piney-Grove Wilbon Road affect property values for properties in Prescott Downs? How will the construction widening the road affect his property?
A: Kevin Dean: We are only making improvements on this project's side of the road, not Prescott Down's.

A: John Adcock: NC DOT claims 60ft dedicated R/W along Piney-Grove Wilbon Road. Property that lies within a public dedicated/accepted right of way is subject to control by NCDOT and improvements can be made within a R/W without the consent of a property owner.

C: Concerns about traffic turning left into individual homes on east side of Piney Grove-Wilbon Road.

C: Safety of Piney-Grove Wibon Road

Q: How many homes?
A: John Adcock: Approximately 222, with a density of less than 3 units per acre.

Q: What will be the sales prices of the homes?
A: Ann Oakley, DR Horton: Because construction of the homes is more than a year from now, cannot provide a certain answer. If these homes were on the market today, we estimate that the sales prices (based on product type) would likely range from $300,000 to $700,000.

Q: Will these homes be for sale or rent?
A: Anne Oakley, DR Horton: The homes will be constructed for sale.

Q: Will we know when a fee in lieu is paid for transportation projects, and how much is paid?
A: The fee in lieu amounts will be identified as part of the Traffic Mitigation Agreement and known at the time of rezoning approval. The amount of the fees will be public record once approved.

Q: Owen Kirk: Will a traffic signal be installed at the Piney-Grove Wilbon Road – Stickleback Road intersection?
A: John Adcock: Under the current version of the Traffic Mitigation Agreement, there is no traffic signal proposed at that intersection. John Adcock provided additional information regarding committed transportation improvements along Piney-Grove Wilbon Road and other potential improvements associated with projects that are in the planning stage in Fuquay-Varina and Holly Springs.

Q: What other developments are proposed in the area that may include the construction of transportation improvements?
A: Kevin Dean: Dropped link in chat from the Town of Fuquay-Varina's development project list showing a property under development between Prescott Downs and Coley Farm Road. John Adcock provided additional information regarding future street connections to Prescott Downs and new developments on Adcock Road and Duncan Cook Road.

Q: Owen Kirk: How much land is required for a 4-lane median divided road?
A: Kevin Dean: 100 – 120 ft total ROW. Typically – 60 feet from either side of the centerline of the roadway. Holly Springs Transportation Plan calls for the future right of way for

Piney-Grove Wilbon Road to be 112 ft wide. DR Horton will be dedicating an additional 56ft+/- of ROW on the project side of the road.
John Adcock brings up the recorded plat map for Prescott Downs showing the right of way dedicated as part of the development of Prescott Downs.

Q: Jackie Mercurio: Questions about turn lane and access.
C: Jackie Mercurio: Concerns about additional traffic created by the development and expresses a hope that the existing residents will be taken into account.

Q: Jackie Mercurio: Will the road improvements include bike lanes, rumble strips, and signage?
A: The roads and streets within the development will be constructed according to the Town of Holly Springs and NCDOT standards.

Q: Jackie Mercurio: What are the price points and sizes of these homes?
A: Anne Oakley, DR Horton: If these homes were on the market today, the price points would range from $300,0000 to $700,000. The homes will vary in size from approximately 1,800 sq. ft. to more than 3,000 sq. ft.

Q: Jackie Mercurio: Does DR Horton own the land?
A: Anne Oakley, DR Horton: No, the property is under contract.

Q: Jackie Mercurio: How much is DR Horton paying for the land?
A: Anne Oakley, DR Horton: That is proprietary information and cannot be released at this time.
A: John Adcock: The purchase price will be in the public records when it closes.

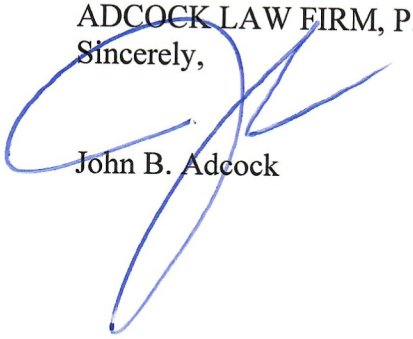
Q: Jackie Mercurio: What is Fuquay Varina's land use plan classification for the properties on the east side of Piney-Grove Wilbon Road?
A: John Adcock: Gives instructions on how to find the Town of Fuquay-Varina's land use plan on the town's website. John Adcock brings up the Town of Fuquay-Varina's GIS mapping system and shows the land use classifications for the properties on the east side of Piney-Grove Wilbon Road.

Q: Where is the Greenway Trail?
A: John Adcock: Shows the proposed location of the greenway trial on the master plan.

Q: Do we know what the public art feature will be?
A: Anne Oakley, DR Horton: Not commissioned yet but expected to be done in good taste and not a traffic issue.

Q: Are walking paths/greenways constructed before the community is in place?
A: Yes, required as part of the development of the site

ADCOCK LAW FIRM, P.A.
Sincerely,



John B. Adcock

REID: 0070081

Property Address: 2316 Piney Grove Wilbon Road, Holly Springs, NC 27540

Property Owner & Mailing Address:	Property Address:
1. CALLIS FAMILY LMTD PRTNSHP THE 2200 PINEY GROVE WILBON RD HOLLY SPRINGS NC 27540-8122	2221 PINEY GROVE WILBON RD, HS
2. CALLIS, JOSEPH C CALLIS, SHEILA T 2200 PINEY GROVE WILBON RD HOLLY SPRINGS NC 27540-8122	2200 PINEY GROVE WILBON RD, HS
3. CALLIS PROPERTIES LLC 2200 PINEY GROVE WILBON RD HOLLY SPRINGS NC 27540-8122	2201 PINEY GROVE WILBON RD, HS
4. CALLIS FAMILY LMTD PRTNSHP THE 2200 PINEY GROVE WILBON RD HOLLY SPRINGS NC 27540-8122	2221 PINEY GROVE WILBON RD, HS
5. CALLIS, JOSEPH C 2200 PINEY GROVE WILBON RD HOLLY SPRINGS NC 27540-8122	2233 PINEY GROVE WILBON RD, HS
6. FONALLEDAS, ROBERT HENRY FONALLEDAS, MARY BRIDGET 5532 STICKLEBACK DR FUQUAY VARINA NC 27526-7320	5532 STICKLEBACK DR, FV
7. CRABTREE, JOSEPHINE O 5528 STICKLEBACK DR FUQUAY VARINA NC 27526-7320	5528 STICKLEBACK DR, HS

8. HUTSON, GARY MCCOY
HUTSON, SHEREE MAE
5524 STICKLEBACK DR
FUQUAY VARINA NC 27526-7320 5524 STICKLEBACK DR, FV

9. GULLIE, SARAH
GULLIE, BRIAN
5520 STICKLEBACK DR
FUQUAY VARINA NC 27526-7320 5520 STICKLEBACK DR, FV

10. CRAWFORD, JUSTIN
CRAWFORD, KRISTEN
5516 STICKLEBACK DR
FUQUAY VARINA NC 27526-7320 5516 STICKLEBACK DR, FV

11. BAKER, TIMOTHY JAMES
ARIZONA, CYNTHIA HOLTZMAN
5517 STICKLEBACK DR
FUQUAY VARINA NC 27526-7321 5517 STICKLEBACK DR, FV

12. RAINES, MAUREEN PATRICIA
6605 HUMBOLDT DR
FUQUAY VARINA NC 27526-7322 6605 HUMBOLDT DR, FV

13. SMITH, JAMES W
SMITH, SHERRY W
6609 HUMBOLDT DR
FUQUAY VARINA NC 27526-7322 6609 HUMBOLDT DR, FV

14. KEPKE, MARK
KEPKE, SIMONE LEMIEUX
6613 HUMBOLDT DR
FUQUAY VARINA NC 27526-7322 6613 HUMBOLDT DR , FV

15. FRAWLEY, JOHN J
FRAWLEY, DEBRA G
5500 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7318 5500 PRESCOTT DOWNS DR, FV

16. MCVEIGH, MAXWELL
SCHIFFER, MADY
5504 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7318 5504 PRESCOTT DOWNS DR, FV

17. KOLODZIEJ, JAN JR
KOLODZIEJ, DEBRA ANN
5508 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7318 5508 PRESCOTT DOWNS DR, FV

18. KEELEY, DAVID
KEELEY, PATRICIA
5529 STICKLEBACK DR
FUQUAY VARINA NC 27526-7321 5529 STICKLEBACK DR, FV

19. LOPES, JORGE M
LOPES, DULCE M
6604 HUMBOLDT DR
FUQUAY VARINA NC 27526-7326 6604 HUMBOLDT DR, FV

20. WILLIFORD, FREDDIE R
WILLIFORD, DEBRA P
6608 HUMBOLDT DR
FUQUAY VARINA NC 27526-7326 6608 HUMBOLDT DR , FV

21. AMBROSINI, RICHARD A
6612 HUMBOLDT DR
FUQUAY VARINA NC 27526-7323 6612 HUMBOLDT DR , FV

22. WHITE, BRANDON
LYONS, JAMI
5500 CAPETIAN DR
FUQUAY VARINA NC 27526-7992 5500 CAPETIAN DR, FV

23. JENKINS, NICHOLAS
JENKINS, RACHEL
5504 CAPETIAN DR
FUQUAY VARINA NC 27526-7992 5504 CAPETIAN DR , FV

24. FULLER, LANCE
FULLER, MARY LOU A
5508 CAPETIAN DR
FUQUAY VARINA NC 27526-7992 5508 CAPETIAN DR , FV

25. QUIRK, OWEN P
QUIRK, SHANDRA C
5509 CAPETIAN DR
FUQUAY VARINA NC 27526-7992 5509 CAPETIAN DR , FV

26. SPERANZA, JOSEPH J
SPERANZA, TAMMY B
5501 CAPETIAN DR
FUQUAY VARINA NC 27526-7992 5501 CAPETIAN DR, FV

27. MASKELL, BRIAN EDWARD
MASKELL, ALISON CARRIE WRIGHT
5516 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7307 5516 PRESCOTT DOWNS DR, FV

28. HOLT, JOEL P
5524 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7307 5524 PRESCOTT DOWNS DR, FV

29. GROVES, SALLY HEFFERNAN
GROVES, WILLIAM REED
5528 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7307 5528 PRESCOTT DOWNS DR , FV

30. HORNE, BRUCE SCOTT
HORNE, CASSANDRA
5529 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7316 5529 PRESCOTT DOWNS DR, FV

31. ORZELEK, JOHN G
5525 PRESCOTT DOWNS DR
FUQUAY VARINA NC 27526-7316 5525 PRESCOTT DOWNS DR, FV

32. GRIFFIN, JULIE
6700 HUMBOLDT DR
FUQUAY VARINA NC 27526-9609 6700 HUMBOLDT DR, FV

33. HASTINGS, CHARLES C II
HASTINGS, REBECCA B
6704 HUMBOLDT DR
FUQUAY VARINA NC 27526-9609 6704 HUMBOLDT DR , FV

34. MANGUM, STEPHEN D
2600 JONES FRANKLIN RD
CARY NC 27518-9294 0 Piney Grove Wilbon Rd, FV

35. MCDOUGALD, MAURICE L
2505 PINEY GROVE WILBON RD
FUQUAY VARINA NC 27526-8286 2505 PINEY GROVE WILBON RD , FV

36. MERCURIO, RANDY J
BARRY, JACQUELYN F
2501 PINEY GROVE WILBON RD
FUQUAY VARINA NC 27526-8286 2501 PINEY GROVE WILBON RD, FV

37. POWELL, BILLY RAY POWELL, TONEY ALLEN
1808 TANNENHILL TRL
HOLLY SPRINGS NC 27540 0 Piney Grove Wilbon Rd, FV

38. T M ADCOCK FAMILY LLC
DOROTHY A MAYS
5628 DUNCAN COOK RD
FUQUAY VARINA NC 27526-8296 2600 PINEY GROVE WILBON RD, FV
Same property as 58

39. HOLLAND, JACKIE O HOLLAND, JANE H
7225 ROUSE RD
HOLLY SPRINGS NC 27540-9544 2500 PINEY GROVE WILBON RD, FV

40. HOLLAND, RICHARD A
HOLLAND, AUDRA T
2500 PINEY GROVE WILBON RD
FUQUAY VARINA NC 27526-9750 2520 PINEY GROVE WILBON RD, FV

41. HOLLAND, JONATHAN R
HOLLAND, MICHELE B
5801 ADCOCK RD
HOLLY SPRINGS NC 27540-9528 5801 ADCOCK RD, HS

42. Part of main property 0070081

43. T M ADCOCK FAMILY LLC
DOROTHY A MAYS
5628 DUNCAN COOK RD
FUQUAY VARINA NC 27526-8296 5817 ADCOCK RD, HS

44. T M ADCOCK FAMILY LLC
DOROTHY A MAYS
5628 DUNCAN COOK RD
FUQUAY VARINA NC 27526-8296 — 5901 ADCOCK RD, HS
Same prop as #46

45. RED LETTER LLC
10012 RAY RD
RALEIGH NC 27613-8506 — 5824 ADCOCK RD, HS

46. T M ADCOCK FAMILY LLC
DOROTHY A MAYS
5628 DUNCAN COOK RD
FUQUAY VARINA NC 27526-8296 — 5901 ADCOCK RD, HS
Same Prop at #44

47. BALDWIN, RUBY MAE NORRIS
5921 ADCOCK RD
HOLLY SPRINGS NC 27540-9530 — 5921 ADCOCK RD, HS

48. NORRIS, LARRY
5920 ADCOCK RD
HOLLY SPRINGS NC 27540-9529 — 5920 ADCOCK RD. HS

49. JONES, RUBY
TEEL, SHARON B
2116 WATER FRONT DR
WILLOW SPRING NC 27592-7485 — 5924 ADCOCK RD. HS

50. GAINEY, ARMIE S HEIRS
311 W MARTIN ST APT A
MARTINSBURG WV 25401-3332 — 0 ADCOCK RD, HS

51. WINSTON, GLAUDIE N
WINSTON, JACQUELENE CIQUETA
5908 ADCOCK RD
HOLLY SPRINGS NC 27540-9529 — 5908 ADCOCK RD, HS

52. FISHER, ELAINE GAINEY
GAINEY, KATHY
500 PORTER AVE APT 53
MARTINSBURG WV 25401-2221 — 6601 OLD NORRIS FARM RD, HS

53. MENDEZ, NANCY DE LEON
3413 MOON RIVER DR
FUQUAY VARINA NC 27526-7537 — 6609 OLD NORRIS FARM RD, HS

54. SPENCE, TANEZ LYNETTE
3019 W NORRIS ST
PHILADELPHIA PA 19121-1826 — 6625 OLD NORRIS FARM RD, HS

55. NORRIS, ROBERT
NORRIS, CAROLYN S
311 W MARTIN ST APT A
MARTINSBURG WV 25401-3332 — 0 ADCOCK RD, HS

56. NORRIS, ROME DOUGLAS HEIRS
6641 OLD NORRIS FARM RD
HOLLY SPRINGS NC 27540-9702 — 6641 OLD NORRIS FARM RD, HS

57. PRESCOTT DOWNS ASSOCIATION INC
PO BOX 747
FUQUAY VARINA NC 27526-0197 — 0 Stickleback Dr , (REID:0243675)

58. T M ADCOCK FAMILY LLC
DOROTHY A MAYS
5628 DUNCAN COOK RD
FUQUAY VARINA NC 27526-8296 — 2600 PINEY GROVE WILBON RD,FV
Same Property as #38

59. COOK, DANNY W COOK, VIRGINIA B
5832 DUNCAN COOK RD
FUQUAY VARINA NC 27526-7900 — 5832 DUNCAN COOK RD, FV

60. Ballentine Place Homeowners Association, Inc.
4112 Blue Ridge Rd., Ste 100
Raleigh, NC 27612-4652 — 6232 Adcock Rd., HS

61. Whitetail Farm Homeowners Association, Inc.
6724 Stepherly Way
Holly Springs, NC 27540-7185 — 0 Stepherly Way, HS

62. Prescott Downs Association, Inc.
812 Salem Woods Drive
Raleigh, NC 27615

63. Prescott Downs Association, Inc.
PO Box 97243
Raleigh NC 27624

64. Ballentine Place Homeowners' Association Inc
1210 Trinity Road, Suite 102,
Cary, NC 27513

65. Grayson Taylor, AICP
Planner III
Town of Holly Springs Development Services
PO Box 8
Holly Springs, NC 27540

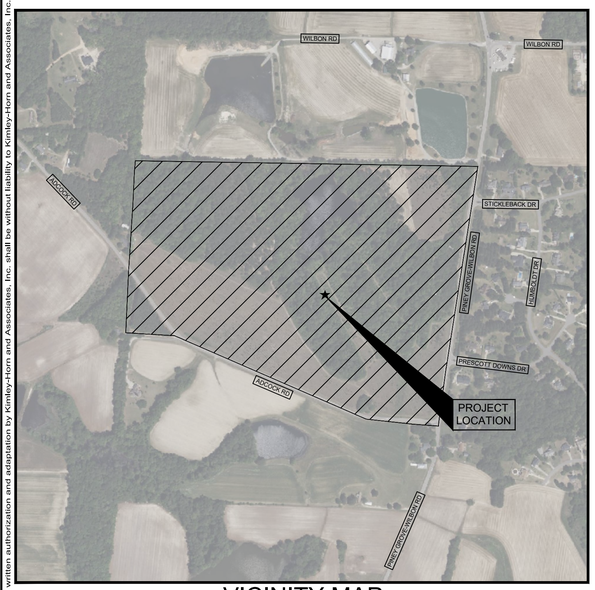
SEASONS AT WILBON

PROJECT NUMBER: 25-REZ-06/PLRZ202500121

2316 PINEY GROVE WILBON ROAD
HOLLY SPRINGS, NC 27540
PIN: 0647701834

CONDITIONAL DISTRICT MASTER PLAN

SUBMITTED: MAY 23, 2025
JULY 11 2025
AUGUST 22 2025
OCTOBER 2 2025



VICINITY MAP

SCALE: 1" = 500'



Site Data Table	
Pin Number	647701834
Current Zoning	Rural Residential (RR)
Proposed Zoning	Neighborhood Residential Conditional District (NR-CD)
Land Use Map Designation	Mixed Residential Neighborhood
Proposed Land Use Designation	No Change

Open Space Requirements	
Total Required Open Space (30%)	**23.0 Acres**
Tree Preservation Required (20%)	15.34 Acres
Active Recreation Area Required (5%)	3.83 Acres
Flexible Area Required (5%)	3.83 Acres
Subtotal Required Open Space (30%)	**23.0 Acres**
Utility Allocation Commitment 25% Increase in Active Rec Space (3.83 AC x 25% = .96 AC)	0.96 Acres
Total Required Open Space (31.25%)	**23.96 Acres**
Total Provided Open Space	
Tree Preservation Required (20%)	15.34 Acres
Active Recreation Area Required (5% + Utility Allocation Commitment)	4.79 Acres
Flexible Area Required (5%)	3.83 Acres
Total Provided Open Space (31.25%)	**23.96Acres**

Development Intensity	
Development Density	
Gross Site Area (acres)	81.00
Right-of-Way Dedication (acres)	4.32
Net Site Area (acres)	76.68
Maximum Number of Units/Lots	222
Maximum Gross Density (units/acre)	2.895
Attached Dwelling	
Minimum units	10%
Maximum units	50%
Proposed Percentage	35.50%

Lot Breakdown	
Minimum number of lots by type	
Single-Family Lots (50' x 120')	67
Single-Family Lots (40' x 120')	55
Single-Family Detached Lots (40' x 105')	20
Townhouse Lots (26' x 100')	80
Maximim Number of Units	222

Lot Configuration	
Minimum Lot Area (sf)	
Detached Dwelling	Average > 5,000
Attached Dwelling	none
Minimum Lot Width at Setback Line (ft)	
Detached Dwelling	26
Attached Dwelling	18
Other Buildings/Uses	60
Minimum Lot Frontage at Right-of-Way (ft)	
All Buildings	18
Minimum Lot Frontage for a Front Facing Driveway (ft)	
All Buildings	40

Building Placement	
Thoroughfare Setback (ft)	25
Primary Building Setbacks (ft)	
Attached Dwelling (Townhouse Rear Alley Access)	
Front Setback (minimum)	5
Front Setback (maximum)	20
Corner Side Setback (minimum)	5
Rear Setback from Alley Centerline (minimim)	15
Building Separation (minimum)	10
Detached Dwelling (Rear Alley Access)	
Front Setback (minimum)	5
Front Setback (maximum)	20
Corner Side Setback (minimum)	5
Interior Side Setback (minimum)	5
Rear Setback from Alley Edge of Pavement (min)	4
Driveway Length	4' or 20' only
Detached Dwelling (Front Access)	
Front Setback Garage (minimum)	25
Front Setback (maximum)	20
Corner Side Setback (minimum)	5
Interior Side Setback (minimum)	5
Rear Setback (minimim)	20

Building Height	
Primary Structure(s) (maximum)	35
Accessory Structure(s) (maximum)	25
Finished Floor Elevation Above Sidewalk Grade (ft)	1.5

PROJECT OWNERS & CONSULTANTS

DEVELOPER
D.R. HORTON, INC.
ANNE B. OAKLEY
7208 FALLS OF NEUSE ROAD; SUITE 201
RALEIGH, NC 27615
PHONE: (919) 971-2126
EMAIL: ABOAKLEY@DRHORTON.COM

LAND PLANNING LANDSCAPE ARCHITECTURE
KIMLEY-HORN AND ASSOCIATES, INC.
BOB ZUMWALT, PLA
1070 S. MAIN STREET; SUITE 230
HOLLY SPRINGS, NC 27540
PHONE: (919) 475-7314
EMAIL: BOB.ZUMWALT@KIMLEY-HORN.COM

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
JORDAN BREWER
1070 S. MAIN STREET, SUITE 230
HOLLY SPRINGS, NC 27540
PHONE: (919) 475-7314
EMAIL: JORDAN.BREWER@KIMLEY-HORN.COM

LAND USE ATTORNEY
ADCOCK LAW FIRM, P.A.
JOHN B. ADCOCK ESQ
202 E. ACADEMY STREET
FUQUAY-VARINA, NC 27526
PHONE: (919) 552-6600
EMAIL: JOHN@ADCOCKLAWFIRM.COM

SURVEYOR
BOHLER ENGINEERING NC PLLC
4130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
PHONE: (919) 578-9000

OWNER
MARY PAUL BIRCHARD THOMAS AND
TERESA THOMAS
7104 WINDOVER DRIVE
DURHAM, NC 27712

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C1.1	SPECIMEN TREE LEGEND
C2.0	CONCEPT PLAN
C3.0	TRANSPORTATION & MOBILITY PLAN
C3.1	TRANSPORTATION & MOBILITY DETAILS
C4.0	OVERALL UTILITY PLAN
C4.1	OFFSITE UTILITY PLAN
C5.0	OVERALL GRADING AND DRAINAGE PLAN
L1.0	LANDSCAPE AND OPEN SPACE PLAN
L1.1	ILLUSTRATIVE OPEN SPACE RENDERINGS

MODIFICATIONS AND STANDARDS

1. MAXIMUM DENSITY SHALL BE 2.895 UNITS PER ACRE.
2. LANDSCAPE BUFFER ADJACENT TO PINEY GROVE WILBON ROAD EXPANDED FROM A 5-FOOT TYPE A BUFFER TO A 20-FOOT TYPE C BUFFER.
3. LANDSCAPE BUFFER ADJACENT TO ADCOCK ROAD EXPANDED FROM A 5-FOOT TYPE A BUFFER TO A 20-FOOT TYPE C BUFFER.
4. LANDSCAPE BUFFER ADJACENT TO RURAL RESIDENTIALLY ZONED PROPERTIES EXPANDED FROM A 5-FOOT TYPE A BUFFER TO A 20-FOOT TYPE B BUFFER.
5. THE PROJECT WILL PROVIDE 25% MORE ACTIVE RECREATION SPACE
6. HOMEOWNER'S ASSOCIATION DOCUMENTS FOR THE COMMUNITY SHALL NOT RESTRICT ACCESSORY DWELLING UNITS.
7. MINIMUM LOT FRONTAGE FOR A FRONT LOADED DETACHED DWELLING SHALL BE 40 FEET.
8. DETACHED DWELLINGS WITH REAR ACCESS SHALL HAVE DRIVEWAY LENGTHS OF EITHER 4 FEET OR 20 FEET, MEASURED FROM THE ALLEY EDGE OF PAVEMENT.
9. ALL ALLEYS WILL BE SIGNED "NO PARKING" WITH TOWING ENFORCED AT OWNER'S EXPENSE.
10. THE PROJECT PROPOSES THE FOLLOWING RESIDENTIAL STANDARDS:

RESIDENTIAL STANDARDS

SEASONS AT WILBON OFFERS THE FOLLOWING ARCHITECTURAL CONTROLS TO ENSURE CONSISTENT CHARACTER WITHIN THE DEVELOPMENT, WHILE AVOIDING REPETITION.
TO PROVIDE A VARIETY OF HOUSING OPTIONS WHILE PROVIDING MEANINGFUL TRANSITIONS IN DENSITY, THE PROJECT WILL OFFER VARYING SIZE SINGLE-FAMILY HOMES WITH BOTH FRONT AND REAR GARAGE ACCESS, AS WELL AS REAR GARAGE ACCESS TOWNHOUSES. TO CREATE A DIVERSITY OF CHARACTER ALONG THE STREETSCAPES, THE PROJECT WILL OFFER A VARIETY OF BUILDING ELEVATIONS. THESE ELEVATIONS WILL INCORPORATE ARCHITECTURAL MATERIAL SELECTIONS AND VARIED COLOR PALETTES WITH WOOD, BRICK, OR STONE ACCENTS, WHICH WILL ADD VARIETY TO THE STREETSCAPE.
THE FOLLOWING ARCHITECTURAL DESIGN GUIDELINES ARE OFFERED TO ENSURE THAT EACH HOUSING TYPE HAS ITS OWN IDENTITY, WHILE MAINTAINING CONSISTENCY THROUGHOUT THE COMMUNITY.

RESIDENTIAL DESIGN GUIDELINES

1. VINYL SIDING IS NOT PERMITTED. ALL SIDING USED ON EXTERIOR ELEVATIONS SHALL BE FIBER CEMENT SIDING.
2. FRONT-FACING GARAGE DOORS SHALL HAVE ONE OF THE FOLLOWING: WINDOWS, DECORATIVE DETAILS, OR CARRIAGE-STYLE ADORNMENTS.
3. PROPOSED MATERIALS WILL BE OF A SIMILAR PALETTE TO PROVIDE CONSISTENCY OF CHARACTER ALONG WITH VISUAL INTEREST. EXTERIOR MATERIALS THAT MAY BE INCORPORATED INTO ANY OF THE RESIDENTIAL STRUCTURES INCLUDE:
   - FIBER CEMENT LAP SIDING
   - BOARD AND BATTEN SIDING
   - SHAKE AND SHINGLE SIDING
   - STONE OR SYNTHETIC STONE
   - BRICK FAÇADE

   A MINIMUM OF TWO (2) OF THE FOLLOWING EXTERIOR MATERIALS WILL BE APPLIED TO THE FRONT FAÇADE: BRICK, MASONRY, BOARD AND BATTEN, HORIZONTAL, OR SHAKE SIDING. ALTERNATIVELY, THE FRONT FAÇADE OF A BUILDING MAY BE COMPRISED OF ALL MASONRY.
4. A MINIMUM OF THREE (3) OF THE FOLLOWING EXTERIOR MATERIALS/ELEMENTS SHALL BE USED ON EACH HOUSE:
   - FRONT PORCH RAILS AND POSTS
   - SHUTTERS
   - BOARD AND BATTEN
   - 1" X 4" WINDOW WRAP
   - WINDOW PEDIMENTS
   - RECESSED WINDOWS
   - SIDE AND/OR FRONT WINDOW BOX BAYS
   - ROOF GABLES
   - ROOF DORMERS
   - ROOFLINE CORNICES
   - METAL ROOFING AS ACCENT
5. TOWNHOUSES WILL CONSIST OF A MIX OF FOUR (4), FIVE (5), OR SIX (6) UNIT BUILDINGS.
6. TOWNHOUSE END UNITS SHALL INCLUDE A MINIMUM ROOF OVERHANG OF 8 INCHES.
7. ROOF SHALL BE PITCHED AT 6:12 OR GREATER (NOT INCLUDING PORCHES, BAY WINDOWS, ETC.) AND SHALL BE CLAD WITH ARCHITECTURAL SHINGLES. METAL ROOFING ACCENTS MAY ALSO BE UTILIZED.
8. TOWNHOUSE ROOFLINES CANNOT BE A SINGLE MASS; IT MUST BE BROKEN UP HORIZONTALLY AND VERTICALLY BETWEEN EVERY TWO UNITS BY STAGGERING THE UNIT A MINIMUM 12" OR PROVIDING A MINIMUM 8" VERTICAL STEP BETWEEN EVERY TWO UNITS.
9. FRONT ENTRANCES FOR ALL HOMES MUST HAVE A COVERED PORCH/STOOP AREA AT THE FRONT DOOR.
10. ANTI-MONOTONY: IN ORDER TO PROMOTE VARIATION IN HOME APPEARANCE, ALL HOMES AND TOWNHOMES SHALL VARY IN ELEVATION AND COLOR PALETTE FOR ANY LOTS THAT ARE ADJACENT TO OR DIRECTLY ACROSS THE STREET.

UTILITY ALLOCATION ELEMENTS:

- OPEN SPACE/TREE PRESERVATION
  - INCREASE OF AT LEAST 25% ACTIVE RECREATION SPACE
- PUBLIC INFRASTRUCTURE IMPROVEMENTS
  - VEGETATED WETLAND IN LIEU OF WET PONDS
  - INCLUDE STORMWATER CONTROL DEVICES WITHIN PARKING LOT ISLANDS
- SUSTAINABLE DESIGN
  - EARN NATIONAL GREEN BUILDING STANDARDS CERTIFICATIONS, OR EQUIVALENT AS DETERMINED BY DIRECTOR

GENERAL NOTES:

1. SIDEWALKS, GREENWAY MUTLI-USE 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 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 SURVEY BY BOHLER.
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. ALL UNITS/HOMES WILL PROVIDE A MINIMUM OF (1) 240-VOLT CHARGING OUTLET WITHIN 10 FEET OF A PARKING SPACE.

No.	REVISIONS	DATE	BY
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540
#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT ROBERT C. ZUMWALT 1155

KHA PROJECT 123456789	DESIGNED BY	RCZ
DATE MM/DD/YYYY	DRAWN BY	JTG
SCALE AS SHOWN	CHECKED BY	RCZ

COVER SHEET

SEASONS AT WILBON
PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

SHEET NUMBER
C0.0

Plotted By: Guthrie, Jake Sheet Set:---- Layout: C0.0 October 02, 2025 04:24:33pm K:\HSP_LDEV\014\43069 Stevens Pond\07-CAD Files\Rezoning\PlanSheets\C0.0 COVER SHEET.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.

Plotted By:Guthrie, Jake Sheet Set:014643060 Layout:C1.0 September 24, 2025 09:49:39am K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\PlanSheets\C1.0 EXISTING CONDITIONS AND DEMOLITION PLAN.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.



NOTE:
1. WETLAND AND STREAM DETERMINATION BY KIMLEY-HORN (APRIL 2025).
2. TREE INVENTORY BY KIMLEY-HORN (APRIL 2025). SEE SHEET C1.1 FOR TREE SPECIES AND DIAMETER.
3. EXISTING TOPOGRAPHICAL INFORMATION IS BASED ON AN ALTA/NSPS LAND TITLE SURVEY OBTAINED ON 04/04/2025 BY BOHLER ENGINEERING NC PLLC. 4130 PARKLAKE AVENUE, SUITE 600, RALEIGH, NC 27612. (919) 845-4000. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION. ANY DISCREPANCIES SHALL BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONSTRUCTION AND REPORT POTENTIAL CONFLICTS TO OWNER AND ENGINEER.

Total Specimen Inches	8790.5	
Total Specimen Inches removed	3300	38%
Total Specimen Inches to remain	5490.5	62%

SEASONS AT WILBON

PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

EXISTING CONDITIONS

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540

No.	REVISIONS	DATE	BY
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS

SHEET NUMBER C1.0

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
1	4	Cofl	Flowering Dogwood	T8	SPECIMEN	35.5936354099	-78.83817967
2	5	Cofl	Flowering Dogwood	T8	SPECIMEN	35.5937815599	-78.83828843
3	24.5	Qual	White Oak	T24	SPECIMEN	35.5936687899	-78.83819699
5	28	List	Sweetgum	T19	SPECIMEN	35.5931743800	-78.8385517
7	26.5	Acru	Red Maple	T13	SPECIMEN	35.5926338099	-78.83768137
6	27.5	Quni	Water Oak	T22	SPECIMEN	35.5928946500	-78.83849131
8	6.5	Cofl	Flowering Dogwood	T8	SPECIMEN	35.5924268699	-78.83826997
9	31	Plta	Loblolly Pine	T9	SPECIMEN	35.5928437099	-78.83804572
10	5	Cofl	Flowering Dogwood	T8	SPECIMEN	35.5925983899	-78.83820377
11	3	Cofl	Flowering Dogwood	T8	SPECIMEN	35.5925982399	-78.83820347
12	29.5	Juvi	Eastern Red Cedar	T17	SPECIMEN	35.5925924899	-78.83813837
13	26	Cela	southern hackberry	T18	SPECIMEN	35.5927216099	-78.83844487
14	29.5	Quni	Water Oak	T22	SPECIMEN	35.5926395300	-78.83860746
15	28	Quni	Water Oak	T22	SPECIMEN	35.5927152999	-78.83859422
16	27	Quni	Water Oak	T22	SPECIMEN	35.5926300899	-78.83853451
17	30	Quni	Water Oak	T22	SPECIMEN	35.5923055199	-78.83868619
19	24	Quni	Water Oak	T22	SPECIMEN	35.5923900900	-78.83862117
20	24	Quni	Water Oak	T22	SPECIMEN	35.5923579199	-78.83901831
21	26	Acru	Red Maple	T13	SPECIMEN	35.5929575300	-78.83825369
22	37	Plta	Loblolly Pine	T9	SPECIMEN	35.5923877700	-78.83867622
23	41	Quni	Water Oak	T22	SPECIMEN	35.5930582399	-78.83824977
25	39	List	Sweetgum	T19	SPECIMEN	35.5931914700	-78.83871045
26	28	Quni	Water Oak	T22	SPECIMEN	35.5935832700	-78.83872654
27	24	Quni	Water Oak	T22	SPECIMEN	35.5932892000	-78.8393475
28	30	Ulru	Tulip Poplar	T21	SPECIMEN	35.5933476600	-78.83926089
29	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5935484099	-78.83916094
30	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5936897000	-78.83924124
31	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5935375400	-78.83937185
32	36	Ulru	Tulip Poplar	T21	SPECIMEN	35.5937446498	-78.83924703
33	29	Ulru	Tulip Poplar	T21	SPECIMEN	35.5935192200	-78.83942677
34	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5937883799	-78.83923571
35	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5936031000	-78.83937099
36	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5936139200	-78.83923073
38	30	Plta	Loblolly Pine	T9	SPECIMEN	35.5936427700	-78.83913941
39	33	Ulru	Tulip Poplar	T21	SPECIMEN	35.5936491200	-78.83909776
40	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5936913899	-78.83943616
41	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5938035499	-78.83941782
43	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5939473900	-78.83853062
42	38	Ulru	Tulip Poplar	T21	SPECIMEN	35.5938476200	-78.84004894
44	42	Ulru	Tulip Poplar	T21	SPECIMEN	35.5938639899	-78.84003013

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
45	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5940071400	-78.83987556
47	27	Ulru	Tulip Poplar	T21	SPECIMEN	35.5941611499	-78.83975529
48	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5939077900	-78.83971148
49	38	Ulru	Tulip Poplar	T21	SPECIMEN	35.5942324199	-78.83973588
50	26.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5940300800	-78.83989212
52	36	Ulru	Tulip Poplar	T21	SPECIMEN	35.5945014998	-78.83985508
53	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5942751700	-78.8387835
54	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5943626998	-78.83979186
55	26	Fram	White Ash	T23	SPECIMEN	35.5943770299	-78.83976415
51	30	Ulru	Tulip Poplar	T21	SPECIMEN	35.5943803099	-78.83978036
57	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5942784800	-78.83984697
58	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5945267299	-78.83993038
59	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5944372099	-78.84003264
60	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5943870399	-78.83991553
61	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5944116598	-78.84000902
63	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5946003300	-78.84005744
64	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5939430899	-78.83989452
65	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5939734500	-78.83987929
67	39	Ulru	Tulip Poplar	T21	SPECIMEN	35.5946361399	-78.84010793
68	33	Ulru	Tulip Poplar	T21	SPECIMEN	35.5935061600	-78.83988261
69	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5947607900	-78.8401318
70	36	Ulru	Tulip Poplar	T21	SPECIMEN	35.5938866899	-78.83979426
71	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5935082599	-78.84002594
72	24	Quru	Northern Red Oak	T12	SPECIMEN	35.5936812000	-78.84000652
73	53.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5937737000	-78.83975268
74	25	Cupa	Cherrybark Oak	T8	SPECIMEN	35.5950703798	-78.84039088
75	30	Pec	Sweetleaf Pine	T15	SPECIMEN	35.5946837269	-78.84057366
76	34.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5936755798	-78.84012297
77	49.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5937122499	-78.83975079
78	28	Quni	Water Oak	T22	SPECIMEN	35.5942082300	-78.84038866
79	27.5	Cave	Black Oak	T4	SPECIMEN	35.5951406499	-78.84056002
80	4	Cofl	Flowering Dogwood	T8	SPECIMEN	35.5951005498	-78.84037865
81	24	Quru	Northern Red Oak	T12	SPECIMEN	35.5934583200	-78.83996097
82	29	Ulru	Tulip Poplar	T21	SPECIMEN	35.5936863200	-78.83972496
83	28	Cave	Black Oak	T4	SPECIMEN	35.5951421600	-78.84040271
85	30	Ulru	Tulip Poplar	T21	SPECIMEN	35.5950139300	-78.83963974
86	36.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5934065499	-78.83957613
87	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5953648800	-78.84113109
89	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5951433699	-78.84109549
90	29.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5956351398	-78.84105555
91	27.5	Quru	Northern Red Oak	T12	SPECIMEN	35.5929370500	-78.8400451

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
93	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5952224400	-78.84117899
94	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5953613499	-78.84119901
95	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5952456699	-78.84122915
97	24	Ulst	Sweetgum	T19	SPECIMEN	35.5925411999	-78.83987862
98	27	Ulru	Tulip Poplar	T21	SPECIMEN	35.5951365400	-78.84120323
99	39	Ulru	Tulip Poplar	T21	SPECIMEN	35.5925496300	-78.83967802
100	24	Ulst	Sweetgum	T19	SPECIMEN	35.5924795000	-78.83979015
101	31.5	Ulst	Sweetgum	T19	SPECIMEN	35.5925919900	-78.83970887
102	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924374200	-78.83964369
103	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5923447999	-78.83984005
105	39.5	Ulst	Sweetgum	T19	SPECIMEN	35.5943784800	-78.83964231
106	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5945267299	-78.83993038
107	24	Quru	Northern Red Oak	T12	SPECIMEN	35.5952214499	-78.84192167
108	31	Iltu	tulip poplar	T21	SPECIMEN	35.5922824900	-78.83979649
109	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5922410200	-78.83972172
110	24	Qual	White Oak	T24	SPECIMEN	35.5948348899	-78.84188365
112	28	Cave	Black Oak	T4	SPECIMEN	35.5945184300	-78.84162803
113	43	List	Sweetgum	T19	SPECIMEN	35.5924562499	-78.83987887
114	3	ple Plot 1:	Water Oak	T22	SAMPLE	35.5944738099	-78.84192783
115	33.5	Plta	Loblolly Pine	T9	SPECIMEN	35.5925356699	-78.84008733
116	7	ple plot 1:	Blackjack Oak	T5	SAMPLE	35.5944782600	-78.84189622
117	35.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5925252300	-78.84005179
118	2.5	ple Plot 1:	Black Cherry	T3	SAMPLE	35.5944582999	-78.84192216
119	7	ple plot 1:	Blackjack Oak	T5	SAMPLE	35.5944437599	-78.84189578
120	5.5	ple plot 1:	Blackjack Oak	T5	SAMPLE	35.5944425699	-78.84189787
121	4	ple plot 1:	Mockernut Hickory	T11	SAMPLE	35.5944388599	-78.84189068
123	24.5	Qual	White Oak	T24	SPECIMEN	35.5926881700	-78.84074781
124	4.5	ple plot 1:	Blackjack Oak	T5	SAMPLE	35.5944371200	-78.841908
125	24	List	Sweetgum	T19	SPECIMEN	35.5927975300	-78.84007072
126	6.5	ple Plot 1:	Northern Red Oak	T12	SAMPLE	35.5944248999	-78.84198149
127	5	ple plot 1:	Blackjack Oak	T5	SAMPLE	35.5944127100	-78.84189557
128	6	ple Plot 1:	Northern Red Oak	T12	SAMPLE	35.5944279300	-78.84196545
129	8.5	ple plot 1:	Longleaf Pine	T10	SAMPLE	35.5944037700	-78.84190426
130	29.5	List	Sweetgum	T19	SPECIMEN	35.5928453899	-78.84010179
132	1.5	ple plot 1:	Water Oak	T22	SAMPLE	35.5943858400	-78.8418892
133	28	List	Sweetgum	T19	SPECIMEN	35.5927853000	-78.84012571
134	25.5	List	Sweetgum	T19	SPECIMEN	35.5927907799	-78.84013527
135	24.5	List	Sweetgum	T19	SPECIMEN	35.5953648800	-78.84011209
136	3.5	ple Plot 1:	Northern Red Oak	T12	SAMPLE	35.5944075000	-78.84193226
137	4.5	ple Plot 1:	Northern Red Oak	T12	SAMPLE	35.5943916000	-78.84193577
138	1	ple plot 1:	Mockernut Hickory	T11	SAMPLE	35.5944122300	-78.84188614

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
140	27	List	Sweetgum	T19	SPECIMEN	35.5928336200	-78.84030177
141	6.5	ple plot 1:	Mockernut Hickory	T11	SAMPLE	35.5944390300	-78.84187645
142	9.5	ple Plot 1:	Northern Red Oak	T12	SAMPLE	35.5945366699	-78.84122915
143	10	ple Plot 1:	Northern Red Oak	T12	SAMPLE	35.5943808399	-78.84198016
144	8	ple plot 1:	Mockernut Hickory	T11	SAMPLE	35.5943765599	-78.84190228
131	3.5	ple Plot 1:	Water Oak	T22	SAMPLE	35.5922596900	-78.84198144
122	7	ple Plot 1:	Water Oak	T22	SAMPLE	35.5944455100	-78.84196454
145	39	Quru	Northern Red Oak	T12	SPECIMEN	35.5931076900	-78.84018189
146	2.5	ple plot 1:	Blackjack Oak	T5	SAMPLE	35.5923431300	-78.84191519
147	5	ple Plot 1:	Northern Red Oak	T12	SAMPLE	35.5943753900	-78.84196388
148	52.5	Ulst	Sweetgum	T19	SPECIMEN	35.5931452000	-78.84025681
149	30.5	Qual	White Oak	T24	SPECIMEN	35.5931499900	-78.84036479
150	26	Quru	Northern Red Oak	T12	SPECIMEN	35.5932939100	-78.84024237
151	29	Quru	Northern Red Oak	T12	SPECIMEN	35.5933901600	-78.84033256
152	55	Ulru	Tulip Poplar	T21	SPECIMEN	35.5932773599	-78.84041262
153	26.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5933388800	-78.84188787
154	26.5	Quru	Northern Red Oak	T12	SPECIMEN	35.5935156900	-78.84042353
155	24.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5933874700	-78.84041652
157	39.5	Ulst	Sweetgum	T19	SPECIMEN	35.5932750300	-78.84196136
182	27	Acsa	Sugar Maple	T17	SPECIMEN	35.5927882200	-78.84181584
166	25	Qual	White Oak	T24	SPECIMEN	35.5935967000	-78.84068455
158	25	Quru	Northern Red Oak	T12	SPECIMEN	35.5936498600	-78.84056314
159	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5931976999	-78.84187939
160	48	Ulru	Tulip Poplar	T21	SPECIMEN	35.5934208899	-78.84046534
161	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5932254000	-78.8183864
162	53	Ulru	Tulip Poplar	T21	SPECIMEN	35.5933851499	-78.84065991
163	24.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5933640300	-78.84049891
164	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5931212300	-78.84188624
165	26.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5931266899	-78.84188252
166	25	Qual	White Oak	T24	SPECIMEN	35.5935967000	-78.84068455
167	32.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5934517999	-78.84068362
168	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5934068800	-78.84069868
169	34	Ulru	Tulip Poplar	T21	SPECIMEN	35.5933135399	-78.84074147
170	28.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5937448099	-78.8407168
171	34.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5934098899	-78.84074822
172		DEAD	DEAD	T25	DEAD	35.5933325000	-78.84071416
173	34	Ulst	Sweetgum	T19	SPECIMEN	35.5934706499	-78.84075527
175	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5925983200	-78.84178279
176	28	Ulst	Sweetgum	T19	SPECIMEN	35.5925906599	-78.84180555
177	34	Ulst	Sweetgum	T19	SPECIMEN	35.5925295000	-78.84179878
178	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5925966300	-78.84178297

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
180	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5929403099	-78.84177084
181	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5929333899	-78.84176369
183	29	Ulru	Tulip Poplar	T21	SPECIMEN	35.5928821300	-78.84168
184	37.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5934116199	-78.84087223
185	29	Ulru	Tulip Poplar	T21	SPECIMEN	35.5928365699	-78.84163617
186	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5927596900	-78.84158144
187	33	Ulru	Tulip Poplar	T21	SPECIMEN	35.5935194899	-78.84092675
188	35	Ulru	Tulip Poplar	T21	SPECIMEN	35.5935226300	-78.84094114
190	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5926591500	-78.84164728
191	27	List	Sweetgum	T19	SPECIMEN	35.5927051400	-78.84117442
192	25	List	Sweetgum	T19	SPECIMEN	35.5927014399	-78.84117362
193	37	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924393199	-78.84153337
194	65	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924886899	-78.84149195
195	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924040900	-78.84140865
196	31	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924235599	-78.84137454
197	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924068699	-78.84137232
198	52.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5916190399	-78.84023931
199	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924238599	-78.84132339
200	29	Ulru	Tulip Poplar	T21	SPECIMEN	35.5923047300	-78.84128514
201	35	Ulru	Tulip Poplar	T21	SPECIMEN	35.5922022999	-78.84132442
202	26	List	Sweetgum	T19	SPECIMEN	35.5924117500	-78.84056417
203	46	Ulru	Tulip Poplar	T21	SPECIMEN	35.5918112900	-78.84065308
204	35	Ulru	Tulip Poplar	T21	SPECIMEN	35.5925133300	-78.84107606
205	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5922948799	-78.84135244
206	50	Ulru	Tulip Poplar	T21	SPECIMEN	35.5917090900	-78.84096912
207	48	Ulru	Tulip Poplar	T21	SPECIMEN	35.5921291000	-78.84117154
208	43	List	Sweetgum	T19	SPECIMEN	35.5919989599	-78.84053364
209	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5922612000	-78.84140821
210	57	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924394000	-78.84116774
211	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5920682400	-78.84112081
212	33	List	Sweetgum	T19	SPECIMEN	35.5919384499	-78.84048319
213	41	Ulru	Tulip Poplar	T21	SPECIMEN	35.5924334700	-78.84116739
214	41	Ulru	Tulip Poplar	T21	SPECIMEN	35.5922757600	-78.84117819
215	29.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5923994600	-78.84114154
216	24	List	Sweetgum	T19	SPECIMEN	35.5913241900	-78.84047295
217	24.5	List	Sweetgum	T19	SPECIMEN	35.5913496299	-78.84039034
218	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5913567799	-78.84056516
219	24	List	Sweetgum	T19	SPECIMEN	35.5913542999	-78.84057487
220	29.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5922908399	-78.84100206
221	24	List	Sweetgum	T19	SPECIMEN	35.5913477800	-78.84096833
222	30	List	Sweetgum	T19	SPECIMEN	35.5914076800	-78.84065459

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
224	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5915254000	-78.84062002
225	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5922367299	-78.8410034
226	26.5	List	Sweetgum	T19	SPECIMEN	35.5914900000	-78.84072581
227	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5921660899	-78.84074212
228	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5915154200	-78.84077338
229	28.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5920883200	-78.84096895
230	44	Ulru	Tulip Poplar	T21	SPECIMEN	35.5920691600	-78.84086331
231	28	Quve	Black Oak	T4	SPECIMEN	35.5917407800	-78.84090979
233	52.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5919711800	-78.84054145
234	27	Aval	Tree of Heaven	T20	SPECIMEN	35.5916476800	-78.84094527
235	21	Ulru	Tulip Poplar	T21	SPECIMEN	35.5919224600	-78.84079297
236	28.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5919061399	-78.84094855
237	30.5	Plta	Loblolly Pine	T9	SPECIMEN	35.5917582599	-78.84093762
238	7	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923535599	-78.84313655
239	7	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923400200	-78.84311035
240	7.5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923207100	-78.84309034
241	6.5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5922917199	-78.84313417
242	5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923348000	-78.84318171
243	7.5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923103100	-78.84320545
244	2.5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923274100	-78.84318876
245	2.5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923617999	-78.84324482
246	2.5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923554900	-78.8432218
247	6.5	ple plot 2:	Longleaf Pine	T10	SAMPLE	35.5923630999	-78.84325433
249	30	Plta	Loblolly Pine	T9	SPECIMEN	35.5940689199	-78.8482 1617
250	25.5	Quru	Northern Red Oak	T12	SPECIMEN	35.5941484900	-78.84530781
251	27	Ulru	Tulip Poplar	T21	SPECIMEN	35.5943634899	-78.8450043
252	26	List	Sweetgum	T19	SPECIMEN	35.5941107100	-78.84492772
253	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5944066999	-78.84501133
254	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5944898800	-78.84491611
255	31	Ulru	Tulip Poplar	T21	SPECIMEN	35.5944980099	-78.8452813
256	27	Ulru	Tulip Poplar	T21	SPECIMEN	35.5945202300	-78.84490884
257	31	Plec	Shortleaf Pine	T15	SPECIMEN	35.5945917299	-78.84533414
258	27	Ulru	Tulip Poplar	T21	SPECIMEN	35.5945378800	-78.84517305
259	26	Quni	Water Oak	T22	SPECIMEN	35.5945802800	-78.84505832
261	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5945017800	-78.84519961
262	26	Quve	Black Oak	T4	SPECIMEN	35.5948187199	-78.84505578
263	25	List	Sweetgum	T19	SPECIMEN	35.5947357800	-78.84520863
264	24	List	Sweetgum	T19	SPECIMEN	35.5948500599	-78.84515874
265	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5948518999	-78.8452836
266	37	Ulru	Tulip Poplar	T21	SPECIMEN	35.5950100700	-78.84490915
267	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5950290099	-78.84513028

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
272	22	Ulru	Tulip Poplar	T21	SAMPLE	35.5951239099	-78.84488018
273	28	List	Sweetgum	T19	SPECIMEN	35.5952826799	-78.84524188
275	33.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5952328499	-78.84514
289	11.5	ple plot 3:	Tulip Poplar	T21	SAMPLE	35.5950712799	-78.84501666
292	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5953986199	-78.84457554
276	13	List	Sweetgum	T19	SAMPLE	35.5951962198	-78.84502879
268	8	ple plot 3:	Black Cherry	T3	SAMPLE	35.5950691600	-78.84502449
277	3	List	Sweetgum	T19	SAMPLE	35.5950247800	-78.84503566
270	8	ple plot 3:	Black Cherry	T3	SAMPLE	35.5950691600	-78.84502449
279	2	List	Sweetgum	T19	SAMPLE	35.5951791000	-78.84500511
278	2	List	Sweetgum	T19	SAMPLE	35.5952170898	-78.84499697
280	15	ple plot 3:	Red Maple	T13	SAMPLE	35.5951735599	-78.84495452
281	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5954065599	-78.84472314
282	11.5	List	Sweetgum	T19	SAMPLE	35.5951746499	-78.84492823
283	24	Ulst	Sweetgum	T19	SPECIMEN	35.5953342099	-78.84473654
284	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5952300099	-78.84473579
285	30	Plta	Loblolly Pine	T9	SPECIMEN	35.5951771309	-78.84461988
286	30	Ulru	Tulip Poplar	T21	SPECIMEN	35.5953584100	-78.84448132
287	32	Ulru	Tulip Poplar	T21	SPECIMEN	35.5954250000	-78.84475191
288	24	Quru	Northern Red Oak	T12	SPECIMEN	35.5953238600	-78.84464129
289	25	List	Sweetgum	T19	SPECIMEN	35.5950239998	-78.84470953
290	30	Quni	Water Oak	T22	SPECIMEN	35.5953776799	-78.84460298
291	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5953728698	-78.84458836
293	35	Ulru	Tulip Poplar	T21	SPECIMEN	35.5954313700	-78.84432668
294	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5948688700	-78.84477898
295	28	Acru	Red Maple	T13	SPECIMEN	35.5953894800	-78.84403334
296	26.5	List	Sweetgum	T19	SPECIMEN	35.5952456400	-78.84421503
297	53.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5951257199	-78.84444225
298	28	Ulru	Tulip Poplar	T21	SPECIMEN	35.5951773899	-78.84422184
299	27.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5949224200	-78.84450534
300	24	Ulst	Sweetgum	T19	SPECIMEN	35.5951905599	-78.84427563
301	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5950899199	-78.84421139
302	24	Ulst	Sweetgum	T19	SPECIMEN	35.5952597300	-78.84408843
303	24.5	Ulst	Sweetgum	T19	SPECIMEN	35.5952240999	-78.84412956
304	25.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5949682499	-78.84452899
305	26	List	Sweetgum	T19	SPECIMEN	35.5947526000	-78.84418206
306	45	Ulru	Tulip Poplar	T21	SPECIMEN	35.5944543600	-78.84445345
307	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5949752100	-78.84428547
308	26	List	Sweetgum	T19	SPECIMEN	35.5948068800	-78.84427226
309	25	Acru	Red Maple	T13	SPECIMEN	35.5948371000	-78.844278
310	26.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5947682998	-78.84402515

Tree #	DBH	Species short hand	Common Name	Label	TYPE	Latitude	Longitude
312	24	Ulru	Tulip Poplar	T21	SPECIMEN	35.5941074200	-78.8446151
313	30	Beni	River Birch	T14	SPECIMEN	35.5940439100	-78.84450627
314	25.5	Ulru	Tulip Poplar	T21	SPECIMEN	35.5941536599	-78.84438681
316	27	Ulru	Tulip Poplar	T21	SPECIMEN	35.5947386100	-78.84394817
317	25	Ulru	Tulip Poplar	T21	SPECIMEN	35.5945589600	-78.84418825
318	30	Acru	Red Maple	T13	SPECIMEN	35.5949589000	-78.8441495
319	32	Quru	Northern Red Oak	T12	SPECIMEN	35.5939530799	-78.84364611
320	26	Ulru	Tulip Poplar	T21	SPECIMEN	35.5949810600	-78.84413576
321	29	Acru	Red Maple	T13	SPECIMEN	35.5944371200	-78.84304769
322	26.5	List	Sweetgum	T19	SPECIMEN	35.5941982000	-78.84417241



CONCEPT PLAN LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- SIDEWALK
- TOHS ASPHALT GREENWAY
- PRIVATE ASPHALT GREENWAY
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION
- ACTIVE RECREATION AREA
- LONGLEAF PINE REVEGETATON AREA
- SINGLE-FAMILY LOTS (60'X120')
- SINGLE FAMILY LOTS (40'X120')
- SINGLE FAMILY DETACHED (40'X105')
- TOWNHOUSES (26'X100')
- TYPE C BUFFER YARD
- TYPE B BUFFER YARD

NOTES:
1. CIRCULATION, INTERNAL ROADWAY CONFIGURATION, PEDESTRIAN CIRCULATION AND OPEN SPACE AREAS ARE CONCEPTUAL AND MAY SHIFT AT CONSTRUCTION DRAWING STATE AS LONG AS SUBSTANTIAL SIMILAR.
2. LOT LINES SHOWN ARE APPROXIMATE. FINAL LOT LAYOUT AND CONFIGURATION WILL DETERMINED AT MAJOR SUBDIVISION.

Development Intensity	
Development Density	
Gross Site Area (acres)	81.00
Right-of-Way Dedication (acres)	4.32
Net Site Area (acres)	76.68
Maximum Number of Units/Lots	222
Maximum Gross Density (units/acre)	2.895
Attached Dwelling	
Minimum units	10%
Maximum units	50%
Proposed Percentage	35.50%

Lot Breakdown	
Minimum number of lots by type	
Single-Family Lots (60' x 120')	67
Single-Family Lots (40' x 120')	55
Single-Family Detached Lots (40' x 105')	20
Townhouse Lots (26' x 100')	80
Maximim Number of Units	222

Lot Configuration	
Minimum Lot Area (sf)	
Detached Dwelling	Average > 5,000
Attached Dwelling	none
Minimum Lot Width at Setback Line (ft)	
Detached Dwelling	26
Attached Dwelling	18
Other Buildings/Uses	60
Minimum Lot Frontage at Right-of-Way (ft)	
All Buildings	18
Minimum Lot Frontage for a Front Facing Driveway (ft)	
All Buildings	40

Building Placement	
Thoroughfare Setback (ft)	25
Primary Building Setbacks (ft)	
Attached Dwelling (Townhouse Rear Alley Access)	
Front Setback (minimum)	5
Front Setback (maximum)	20
Corner Side Setback (minimum)	5
Rear Setback from Alley Centerline (minimim)	15
Building Separation (minimum)	10
Detached Dwelling (Rear Alley Access)	
Front Setback (minimum)	5
Front Setback (maximum)	20
Corner Side Setback (minimum)	5
Interior Side Setback (minimum)	5
Rear Setback from Alley Edge of Pavement (min)	4
Driveway Length	4' or 20' only
Detached Dwelling (Front Access)	
Front Setback Garage (minimum)	25
Front Setback (maximum)	20
Corner Side Setback (minimum)	5
Interior Side Setback (minimum)	5
Rear Setback (minimim)	20

Building Height	
Primary Structure(s) (maximum)	35
Accessory Structure(s) (maximum)	25
Finished Floor Elevation Above Sidewalk Grade (ft)	1.5

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

No.	REVISIONS	DATE	BY
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARB
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540
#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1155 ROBERT C. ZUMMALT

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

CONCEPT PLAN

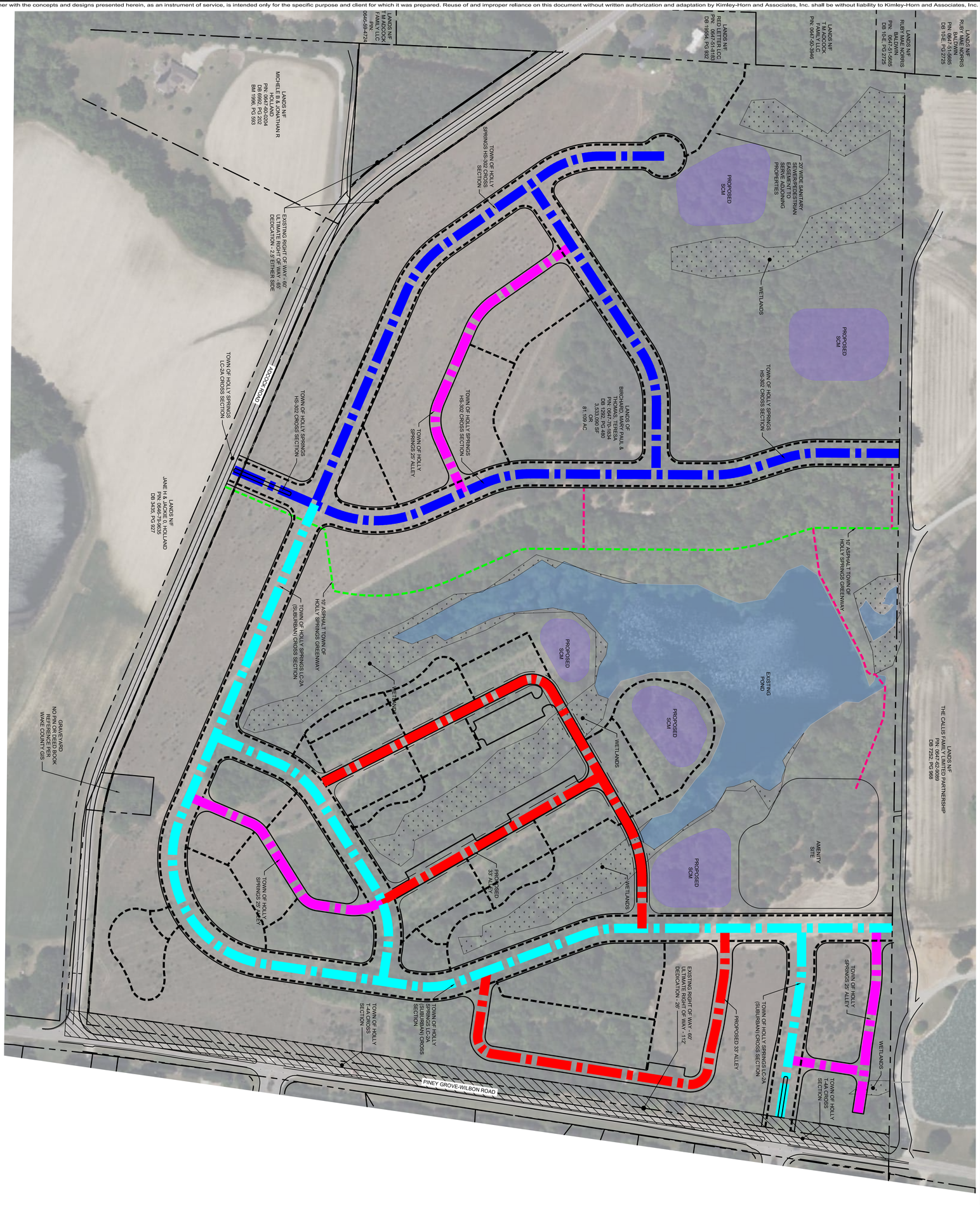
SEASONS AT WILBON
PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

SHEET NUMBER
C2.0

Plotted By:Guthrie, Jake Sheet Set:014643060 Layout:C2.0 CONCEPT PLAN September 23, 2025 03:56:19pm K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\plansheets\C2.0 CONCEPT PLAN.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.

Plotted By:Guthrie, Jake Sheet Set:014643060 Layout:C3.0 TRANSPORTATION & MOBILITY PLAN September 24, 2025 09:50:16am K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\plansheets\C3.0 TRANSPORTATION & MOBILITY PLAN.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.



SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- SIDEWALK
- 10'HS ASPHALT GREENWAY
- PRIVATE ASPHALT GEENWAY
- 10'HS HS-302 CROSS SECTION
- 10'HS LC-2A (SUBURBAN) CROSS SECTION
- 10'HS 25' ALLEY
- PROPOSED 33' ALLEY
- STORMWATER CONTROL MEASURE

NOTES:

1. ROAD WIDENING ACROSS EACH OF THE PROJECT PROPERTY BOUNDARIES SHALL CONFORM TO THE ULTIMATE RIGHT-OF-WAY AND STREET CROSS SECTION IN THE COMPREHENSIVE TRANSPORTATION PLAN (CTP), IN ACCORDANCE WITH THE TOWN'S UNIFIED DEVELOPMENT ORDINANCE (UDO).
2. LOCATION OF ACCESS POINTS SHALL BE APPROVED AT THE TIME OF SITE PLAN AS DICTATED BY TOWN OF HOLLY SPRINGS AND/OR NCDOT.
3. SEE SHEET C3.1 FOR ROADWAY SECTIONS AND DETAILS.

SEASONS AT WILBON

PREPARED FOR

D.R. HORTON, INC.

HOLLY SPRINGS NC

SHEET NUMBER C3.0

TRANSPORTATION & MOBILITY PLAN

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

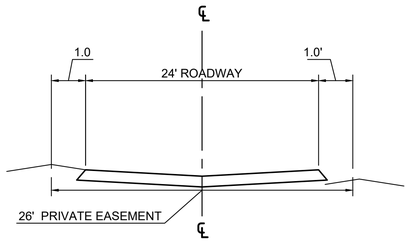
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 039196 RACHEL C. ZIMMER

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

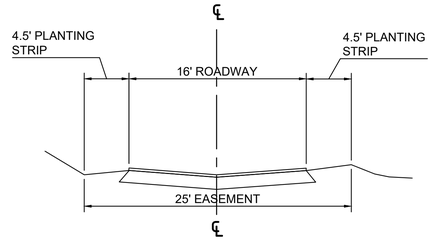
#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540

No.	REVISIONS	DATE	BY
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS



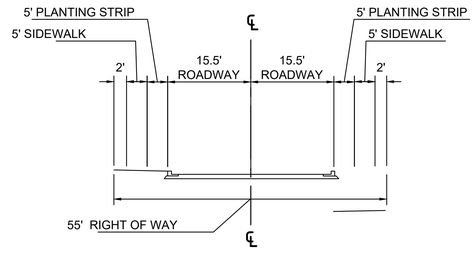
MODIFIED TOWN OF HOLLY SPRINGS STANDARD ALLEY CROSS SECTION HS311

N.T.S.



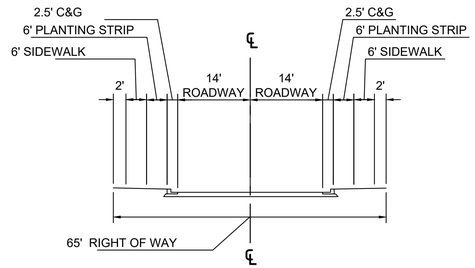
TOWN OF HOLLY SPRINGS STANDARD ALLEY CROSS SECTION HS311

N.T.S.



TOWN OF HOLLY SPRINGS STANDARD STREET CROSS SECTION HS302

N.T.S.



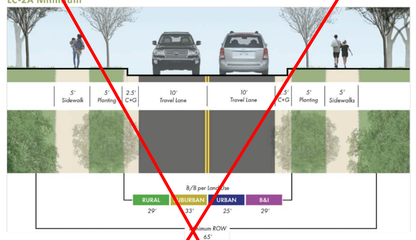
TOWN OF HOLLY SPRINGS STANDARD STREET CROSS SECTION LC-2A

N.T.S.

LC-2A

Local / Neighborhood Connector or Collector | 2 Lanes

LC-2A Minimum



L-2A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	65'	60'	65'	63'	58'
Back of Curb to Back of Curb *(B/B)*	Yes	25'	29'	33'	25'	29'
Travel Lanes	2 Lanes	10'	12'	14'	10'	12'
Center Turn Lane	No	-	-	-	-	-
Median	No	-	-	-	-	-
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	Varies	-	-	Informal Parking	-	-
Sidepath	0-1 Side*	10'	10'	-	10'	10'
Sidewalk	1-2 Sides*	5'	5'	6'	8'	5'
Bicycle Facility	Sharrow / Wide Outside Lane*			Included in Travel Lanes		

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 (i.e. retaining walls, slopes, utilities, etc.) and is not required for cross-section elements that do not require it.
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 I for cross-section elements to be included for a given project.*

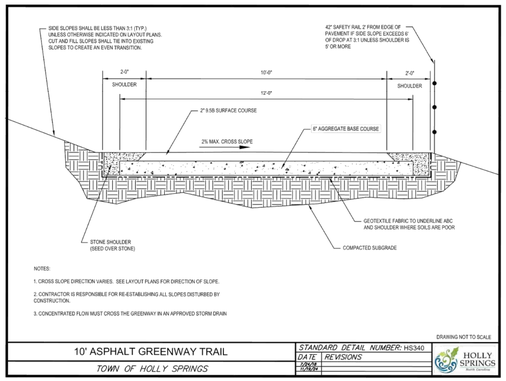
T-4A

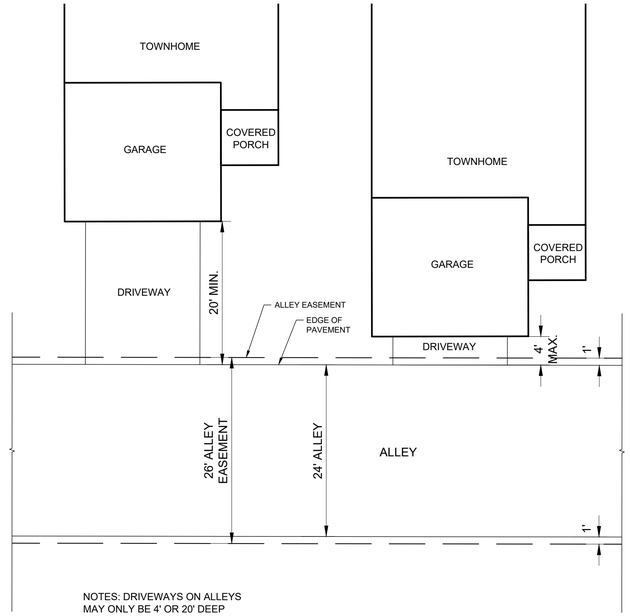
Thoroughfare | 4 Lanes

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	-	-	-	-	-





NOTES: DRIVEWAYS ON ALLEYS MAY ONLY BE 4' OR 20' DEEP MEASURED FROM THE EDGE OF PAVEMENT.

TYPICAL STANDARD ALLEY DRIVEWAY DETAIL

N.T.S.

No.	REVISIONS	DATE	BY
1	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG
2	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540
#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050

NORTH CAROLINA PROFESSIONAL SEAL 039196 ENGINEER JOHNATHAN GREEN

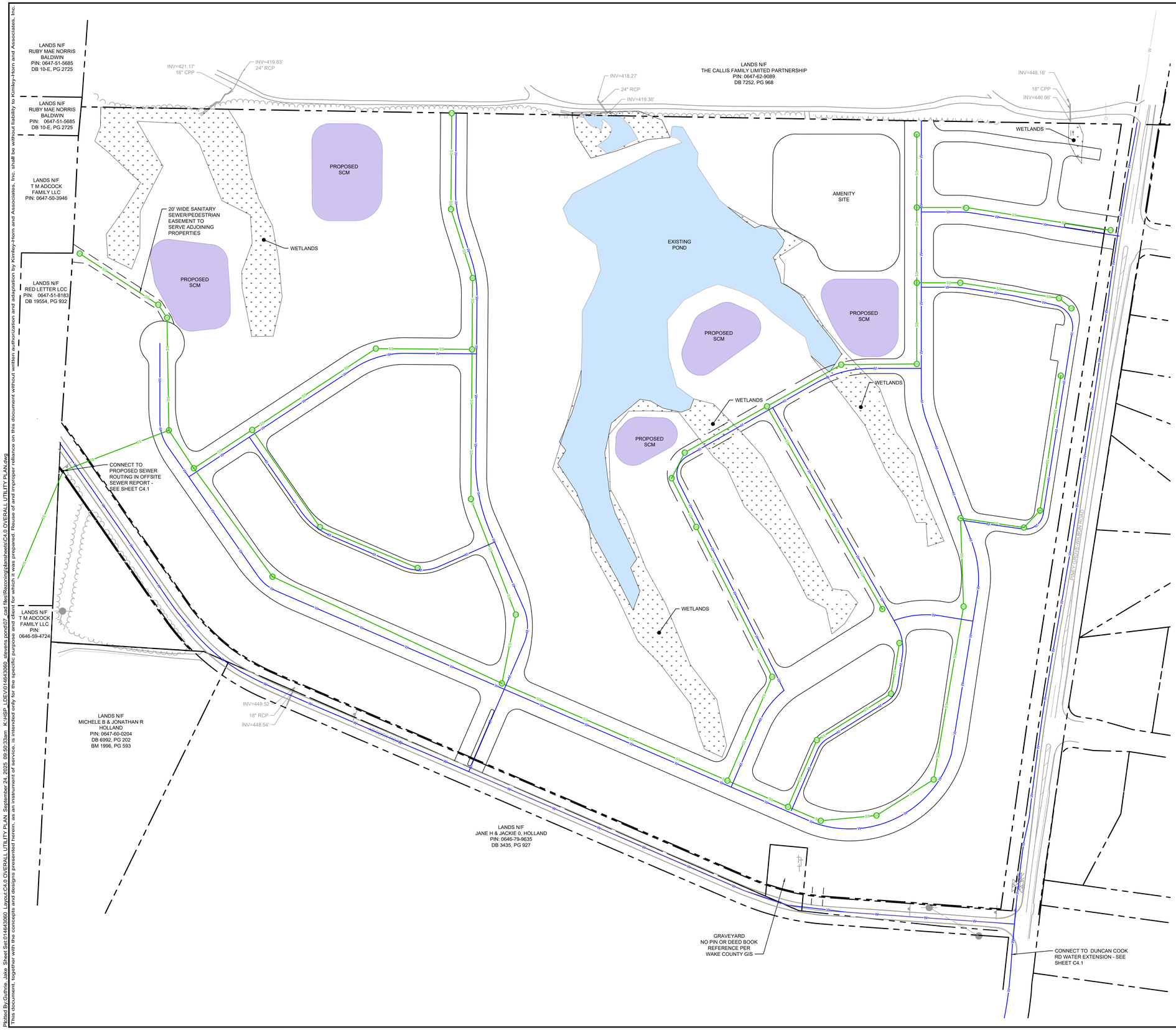
KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

TRANSPORTATION & MOBILITY DETAILS

SEASONS AT WILBON
PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

SHEET NUMBER
C3.1

Plotted By: Guthrie, Jake Sheet Set:014643060_Layout:C23.1 September 24, 2025 09:50:21am K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\Sheets\C23.0 TRANSPORTATION & MOBILITY PLAN.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.



UTILITY LEGEND

- PROPERTY LINE
- EXISTING WATER LINE
- WATER LINE
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE (SSMH)
- EXISTING WETLAND
- EXISTING POND
- STORMWATER CONTROL MEASURE

NOTE:
SEE SHEET 4.1 FOR OFF-SITE UTILITY CONNECTIONS

No.	REVISIONS	DATE	BY
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540
#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050

NORTH CAROLINA PROFESSIONAL SEAL 039196 ENGINEER JORDAN BRENT WORKMAN

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

OVERALL UTILITY PLAN

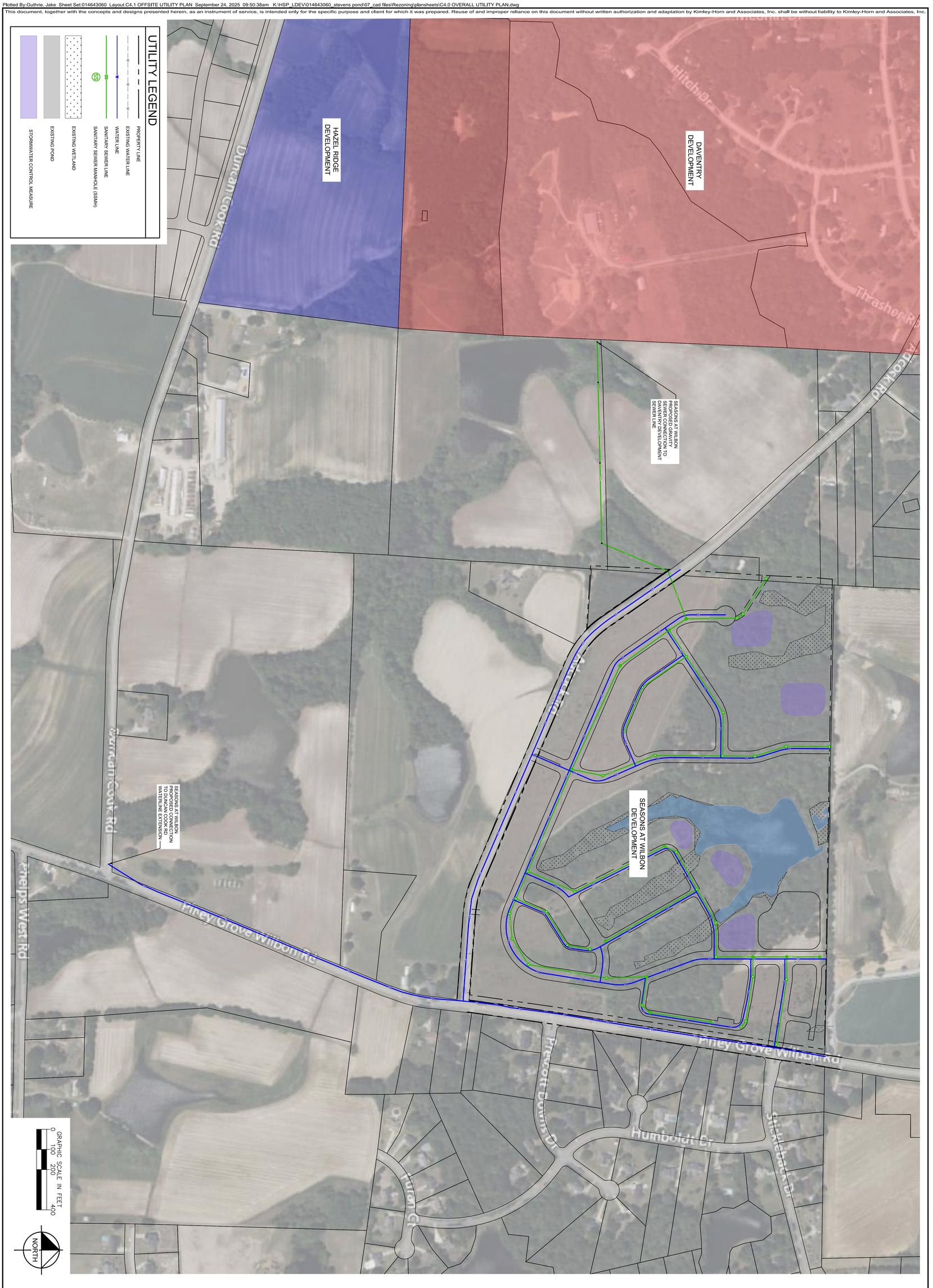
SEASONS AT WILBON
PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

SHEET NUMBER
C4.0

Plotted By:Guthrie, Jake Sheet Set:014643060 Layout:C4.0 OVERALL UTILITY PLAN September 24, 2025 09:50:33am K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\plansheets\C4.0 OVERALL UTILITY PLAN.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.

Plotted By:Guthrie, Jake Sheet Set:014643060 Layout:C4.1 OFFSITE UTILITY PLAN September 24, 2025 09:50:38am K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\plansheets\C4.0 OVERALL UTILITY PLAN.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.



SEASONS AT WILBON

PREPARED FOR

D.R. HORTON, INC.

HOLLY SPRINGS NC

SHEET NUMBER C4.1

OFFSITE UTILITY PLAN

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 039196 RACHEL C. ZIMMERMAN

Kimley»Horn

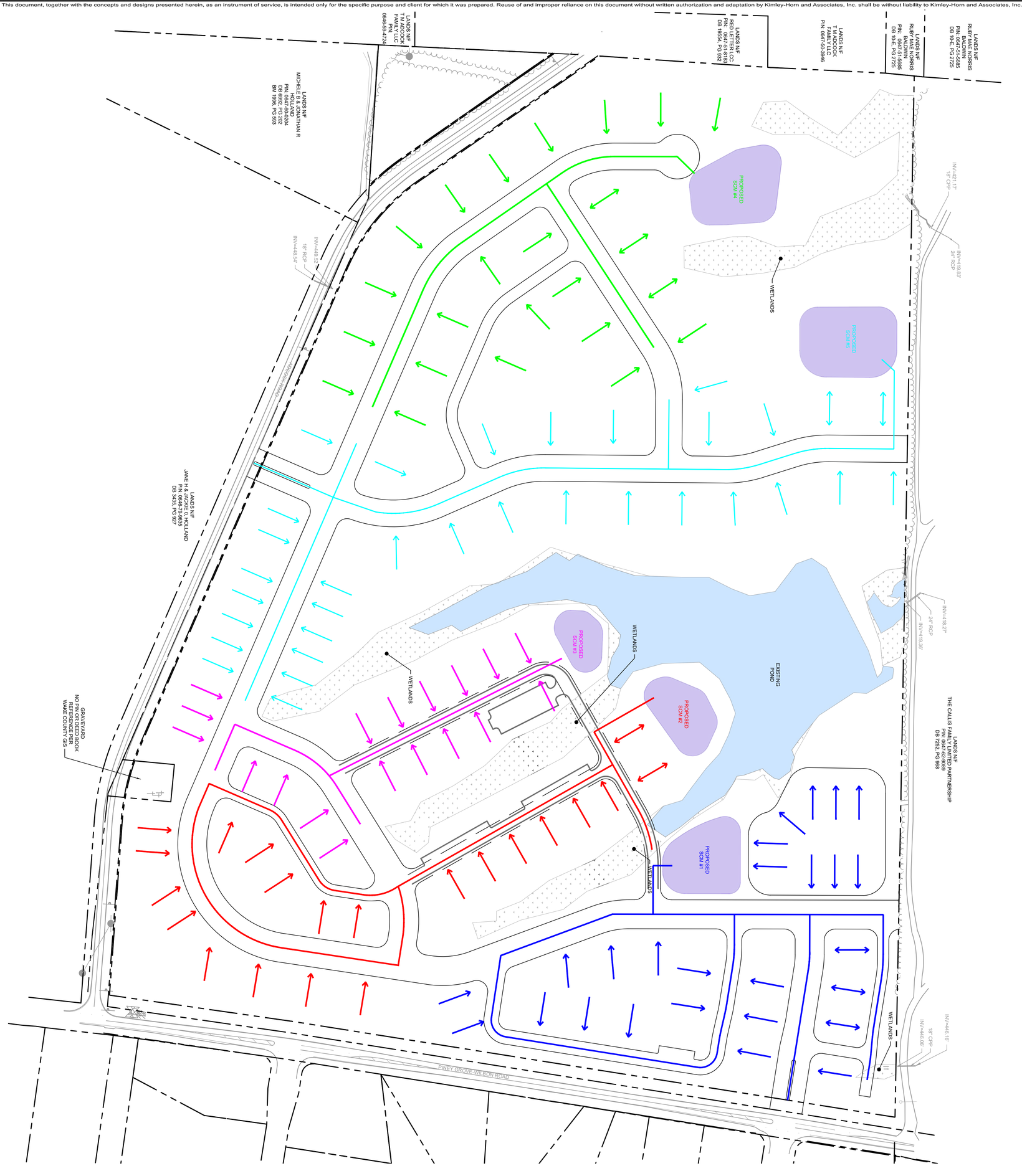
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540

No.	REVISIONS	DATE	BY
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS

Plotted By:Guthrie, Jake Sheet Set:014643060 Layout:C5.0 OVERALL GRADING AND DRAINAGE PLAN September 24, 2025 09:50:48am K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\plansheets\C5.0 OVERALL GRADING AND DRAINAGE PLAN.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.



GRADING AND DRAINAGE LEGEND

- PROPERTY LINE
- STORM DRAINAGE #1
- STORM DRAINAGE #2
- STORM DRAINAGE #3
- STORM DRAINAGE #4
- STORM DRAINAGE #5
- EXISTING WETLAND
- EXISTING POND
- STORMWATER CONTROL MEASURE
- FLOW ARROW

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

SEASONS AT WILBON

PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

SHEET NUMBER C5.0

OVERALL GRADING AND DRAINAGE PLAN

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 039196 RACHEL C. ZIMMER

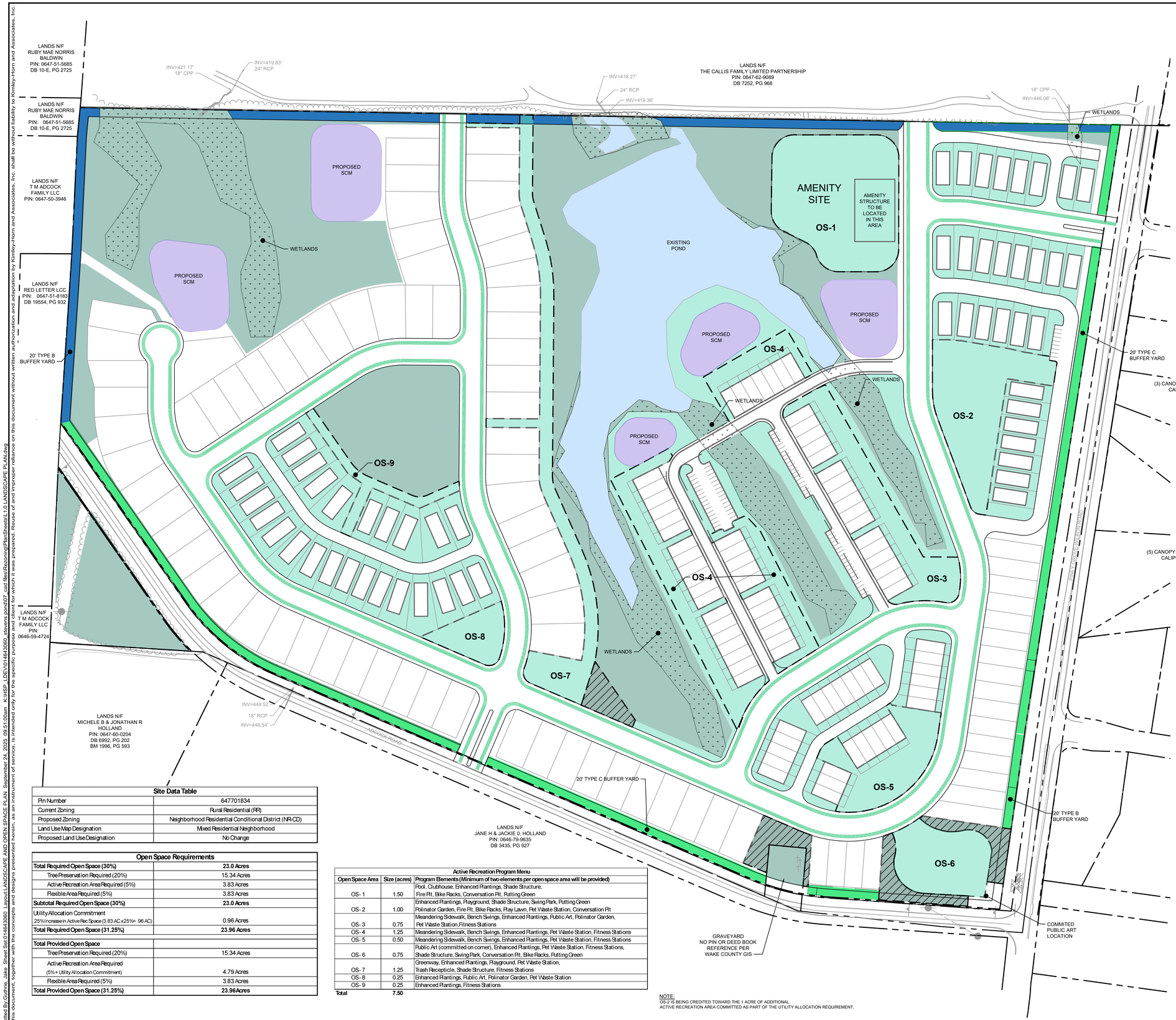
Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540

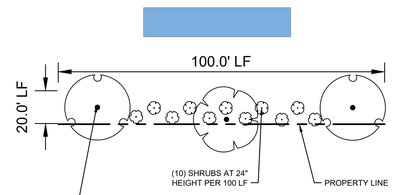
No.	REVISIONS	DATE	BY
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS

Plotted By: Guthrie, Jake Sheet Set: 014643060_Layout: LANDSCAPE AND OPEN SPACE PLAN September 24, 2025 09:51:00am K:\HSP_LDEV\014643060_stevens pond\07_cad files\Rezoning\PlanSheets\L1.0 LANDSCAPE PLAN.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.

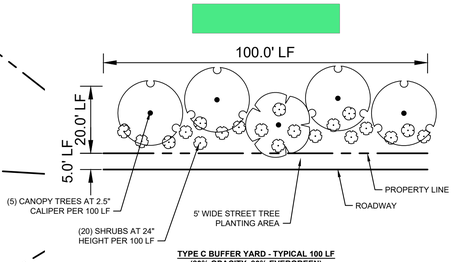


LANDSCAPE PLAN LEGEND

- PROPERTY LINE
- STREET TREES
- STORMWATER CONTROL MEASURE
- WETLANDS
- TYPE B BUFFER YARD
- TYPE C BUFFER YARD
- TREE PRESERVATION
- ACTIVE RECREATION AREA/FLEXIBLE SPACE
- LONGLEAF PINE REVEGETATION AREA



TYPE B BUFFER YARD - TYPICAL 100 LF (40% OPACITY, 40% EVERGREEN)



TYPE C BUFFER YARD - TYPICAL 100 LF (80% OPACITY, 80% EVERGREEN)

Site Data Table	
Pin Number	647701834
Current Zoning	Rural Residentiial (RR)
Proposed Zoning	Neighborhood Residential Conditional District (NR-CD)
Land Use Map Designation	Mixed Residential Neighborhood
Proposed Land Use Designation	No Change

Open Space Requirements	
Total Required Open Space (30%)	**23.0 Acres**
Tree Preservation Required (20%)	15.34 Acres
Active Recreation Area Required (5%)	3.83 Acres
Flexible Area Required (5%)	3.83 Acres
Subtotal Required Open Space (30%)	**23.0 Acres**
Utility Allocation Commitment 25%)Increase in Active Rec Space (3.83 AC.x.25%= .96 AC)	0.96 Acres
Total Required Open Space (31.25%)	**23.96 Acres**
Total Provided Open Space	
Tree Preservation Required (20%)	15.34 Acres
Active Recreation Area Required (5%+ Utility Allocation Commitment)	4.79 Acres
Flexible Area Required (5%)	3.83 Acres
Total Provided Open Space (31.25%)	**23.96Acres**

Active Recreation Program Menu		
Open Space Area	**Size (acres)**	**Program Elements (Minimum of two elements per open space area will be provided)**
OS- 1	1.50	Pool, Clubhouse, Enhanced Plantings, Shade Structure, Fire Rit., Bike Racks, Conversation Rit, Putting Green
OS- 2	1.00	Enhanced Plantings, Playground, Shade Structure, Swing Park, Putting Green Polinator Garden, Fire Rit., Bike Racks, Play Lawn, Pet Waste Station, Conversation Rit
OS- 3	0.75	Meandering Sidewalk, Bench Swings, Enhanced Plantings, Public Art, Polinator Garden, Pet Waste Station,Fitness Stations
OS- 4	1.25	Meandering Sidewalk, Bench Swings, Enhanced Plantings, Pet Waste Station, Fitness Stations
OS- 5	0.50	Meandering Sidewalk, Bench Swings, Enhanced Plantings, Pet Waste Station, Fitness Stations
OS- 6	0.75	Rublic Art (committed on corner), Enhanced Plantings, Pet Waste Station, Fitness Stations, Shade Structure, Swing Park, Conversation Rit, Bike Racks, Putting Green
OS- 7	1.25	Greenway, Enhanced Plantings, Playground, Pet Waste Station, Trash Recepticle, Shade Structure, Fitness Stations
OS- 8	0.25	Enhanced Plantings, Public Art, Polinator Garden, Pet Waste Station
OS- 9	0.25	Enhanced Plantings, Fitness Stations
Total	**7.50**	

NOTE:
OS-2 IS BEING CREDITED TOWARD THE 1 ACRE OF ADDITIONAL ACTIVE RECREATION AREA COMMITTED AS PART OF THE UTILITY ALLOCATION REQUIREMENT.

No.	REVISIONS	DATE	BY
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540
PHONE: 919-677-2000 FAX: 919-677-2050
#F-0102 WWW.KIMLEY-HORN.COM

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1155 ROBERT C. ZUMMALT

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

LANDSCAPE AND OPEN SPACE PLAN

SEASONS AT WILBON
PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

SHEET NUMBER
L1.0



KEY MAP

NOTE: RENDERINGS OF ACTIVE RECREATION AREAS ARE PROVIDED TO ACCURATELY ILLUSTRATE THE SIZE AND CHARACTER OF EACH SPACE. EXACT PROGRAM ELEMENTS MAY VARY AT THE TIME OF SITE PLAN IN ACCORDANCE WITH THE "ACTIVE RECREATION PROGRAM MENU" SHOWN ON SHEET L1.0.



VIEW A (OS-3)



VIEW B (OS-3)



VIEW C (OS-3)



VIEW D (OS-3



VIEW E (OS-3)



VIEW F (OS-2)



VIEW G (OS-2)



VIEW H (OS-8)



VIEW I (OS-4)



VIEW J (OS-4)



VIEW K (OS-4)



VIEW L (OS-4)

No.	REVISIONS	DATE	BY
1	RESPONSE TO FIRST ROUND COMMENTS	7/11/25	ARS
2	RESPONSE TO SECOND ROUND COMMENTS	8/22/25	JTG

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1070 S. MAIN STREET, SUITE 230, HOLLY SPRINGS, NC 27540
#F-0102 WWW.KIMLEY-HORN.COM PHONE: 919-677-2000 FAX: 919-677-2050

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1155 ROBERT C. ZUMMALT

KHA PROJECT	014643060
DATE	05/23/2025
SCALE	AS SHOWN
DESIGNED BY	RCZ
DRAWN BY	JTG
CHECKED BY	RCZ

ILLUSTRATIVE OPEN SPACE RENDERINGS

SEASONS AT WILBON
PREPARED FOR
D.R. HORTON, INC.
HOLLY SPRINGS NC

SHEET NUMBER
L1.1

Plotted By:Guthrie, Jake Sheet Set:014643060 Layout:L1.1 September 24, 2025 09:51:12am K:\HSP_LDEV\014643060_stevens post\07_cad files\Rezoning\plansheets\L1.1 ILLUSTRATIVE OPEN SPACE RENDERINGS.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.

PREPARED BY AND AFTER RECORDING RETURN TO:
NAME OF DRAFTER
COMPANY NAME
STREET ADDRESS
TOWN/CITY, NC ZIP

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160D-1001 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

And

D.R. Horton, Inc.

THIS AGREEMENT (the "Agreement"), made and entered into **October 21, 2025**, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and D.R. Horton, Inc., its successors and/or assigns, hereafter referred to as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developer, or its affiliate, is the fee simple owner or contract purchaser of a tract of land held in common for development, known by the following Wake County PIN: 0647701834 totaling approximately 81 acres in size, as more particularly described on **Exhibit A** (the "Site" or "Property"); and,

WHEREAS, the owners of the Property are Mary Paul Thomas & Teresa Thomas Birchard and all consent to the Developer entering into this agreement as indicated by their signature below; and,

WHEREAS, the Town Council rezoned the Site to NR-CD- Neighborhood Residential, Conditional District (the "Rezoning") on **October 21, 2025** to facilitate the timely start of the development; and,

WHEREAS, the Site is not currently served by adequate Town potable water and sewer service; and,

WHEREAS, the 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, the Town requires, pursuant to N.C.G.S. §160D and its Unified Development Ordinance ("UDO,") 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 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. §160D-801 which provides for the orderly control of growth and development in the Town in general and on the Site; and,

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. §160A-20, §160D-1001(b), and §160D-1003, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160D-1001(a) 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, 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 pursuant to its annual adopted budget ordinance, (ii) does not dispute the reasonableness of these fees as currently listed; and (iii) except as provided for herein , hereby agrees to timely pay all normal and customary fees to the extent applicable to the Developer in connection with its development of the Site at such time as the applicable fee becomes due to the Town in the ordinary course of development unless otherwise provided for herein; and,

WHEREAS, pursuant to N.C.G.S. §160D-1005, on **October 21, 2025** the Town Council conducted a public hearing on this Agreement, closed the public hearing, approved this Agreement, and authorized the Town's execution of the same.

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 approval 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 for the administration of a separate construction contract, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the 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 or delayed by the Town.

b. Concept Plans: Concept Plan as used in this Agreement refers to the Conditional District Concept Plan for the Development previously submitted by Developer to the Town, if any.

c. 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 Concept Plans and Development Permits occurring on the Site during the Term of this Agreement.

d. Development Permit: A building permit, zoning permit, subdivision approval, special use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

e. 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").

f. 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.

g. NCDOT: the North Carolina Department of Transportation.

h. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, transportation improvements, and other Town-owned equipment or facilities not located on the Site.

i. 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.

j. Property: The parcel of land described in Exhibit A that is the subject of this Agreement. Also referred to as the "Site." Any subsequent annexation of parcels by the Developer other than descried herein would constitute a major modification of this Agreement and require an additional public hearing.

k. Public Infrastructure or Public Infrastructure Improvements: TIA Road improvements, sidewalk improvements, sewer and water improvements, or any other improvements which are now or shall be in the future publicly dedicated to the Town of Holly Springs or another governmental entity, as described herein.

l. Public Benefit: The construction and dedication of Public Infrastructure and utility infrastructure by the Developer, the retention and addition of local jobs, an increase in commercial/life science uses, and the additional revenue to the Town generated by the increase in ad valorem tax value of the Site.

m. Project: The Developer plans to develop the Site in the manner described in Concept Plans and Rezoning, and as approved by the Town of Holly Springs through its normal development process.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: 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**. The obligations and rights contained in this Agreement apply only to the Development of the Site.

2. 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 either prior to or within 15 days of 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 (if any), not demanded within **five (5)** years of the execution of the foregoing shall be void and given no effect.

3. REZONING: The Parties hereby acknowledge that the current zoning of the Property surrounding infrastructure is inadequate to support the Project. Following approval of the Rezoning, the Certain Infrastructure Projects are necessary in order to maintain the health, safety, and welfare of the Site, its future residents, and the residents of the surrounding area that may be affected by the Project. While the Project's proposed rezoning to **NR-CD- Neighborhood Residential Conditional District** is consistent with the Town's long-range planning documents, the current infrastructure is inadequate and therefore the Town would not ordinarily grant zoning approval, Project Permits, such approvals as the Master Plan, Concept Plan, Development plan, grading plans, and other governmental approvals until such time as certain Infrastructure Projects are adequate to accommodate the residents or invitees of the Project. The Developer wishes to accelerate the Town's approval through the 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 Site. The Development Plan shall be submitted to the Town for review and approval consistent with the terms of this Development Agreement and the requirements of Rezoning and Unified Development Ordinance, which Developer understands requires Town Council approval for this Site.

4. PHASING: It is anticipated that the Project will be constructed in as many phases as required by the Director of Development Services in order to comply with the requirements of the Water Resource Management Policy. Phasing of the Project and associated development levels may be administratively approved by Town staff as development plans are submitted and traffic studies updated. Developer shall submit a phasing plan to be approved by the Town within thirty (30) days of the execution of this Agreement.

5. TIA ROAD IMPROVEMENTS: The transportation impact analysis (the "TIA") for this Project has indicated that the anticipated traffic caused by the project will require, or contribute to the need for, certain transportation infrastructure improvements in addition to those on-site thorough fare widening work that are required under the UDO. These additional improvements are described in detail in the TIA, and the Parties agree to execute another agreement, the Transportation Mitigation Agreement, which shall contain all necessary elements of the TIA and mitigation measures. The Town's standard terms associated with the bonding of infrastructure improvements shall apply to these transportation improvements, it being acknowledged by the Parties that the completion date for one or more of such improvements may be extended consistent with the terms therewith. Failure of the Developer to timely complete any of the foregoing shall constitute a breach of this Agreement and shall create a status of zoning noncompliance for the Project.

6. CONSTRUCTION OF SEWER AND WATER IMPROVEMENTS: Developer shall construct all sewer and water Infrastructure Improvements needed for the Project prior to the issuance of the first certificates of occupancy for the Project. The Developer shall be responsible for connecting the Site to Town sewer services subject to the following restrictions: Any use of the site other than domestic wastewater shall require on-site pretreatment to ensure compliance with the Town's Constituent Limits. For the purposes of this restriction, domestic waste shall mean liquid wastes and liquid borne wastes discharged from the sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains, home laundry rooms, kitchens, and floor drains essentially free of industrial wastes or toxic materials.

The following are common examples of Constituent Limits and are not an exhaustive list. For further clarification of the Town's Constituent Limits, direct consultation with the Town's Executive Director of Utilities and Infrastructure is required.

BOD	**300 mg/L**
Ammonia	**25 mg/L**
TSS	**300 mg/L**
Total N	**45 mg/L**
Total P	**6 mg/L**

For the purpose of proper utility planning, the Town typically measures maximum flow in a sewer line based on a peak flow such that when capacity in any one line reaches the Town's standard of 50% of line capacity, the Town ordinarily determines that line as having reached its capacity.

The Developer shall be required to provide a payment and performance bond for 125% of the cost in connection with all items above.

7. UTILITY ALLOCATION: As of the date hereof, and notwithstanding any policy adopted hereafter by the Town, water and sewer allocation (the "Utility Allocation") is hereby made by the Town in an amount to support the Development. If construction has not commenced within twelve (12) months of the issuance of construction drawing approval for the Project, then it shall automatically revert to the Town unless agreed to otherwise by the Parties. Developer is advised to read and understand the Town's utility allocation policy ("Water Resource Management Policy.")

The parties hereby agree that this Project is a Priority Level 3 project as that term is described in the town's Water Resource Management Policy. Upon the completion of the following improvements, pursuant to the Policy, the Development shall be considered a Priority Level 1 with an allocation maximum of 66,555 gallons per day:

a. Public Infrastructure improvement: A vegetated wetland in lieu of wet ponds shall be constructed and stormwater control devices within parking lot island shall also include such vegetated wetlands.
b. Sustainable Design: Developer shall utilize National Green Building Standards in a manner acceptable to the Director of Development Services and shall be responsible for obtaining the corresponding certifications.
c. Open Space/Tree Preservation: Developer shall increase Active Recreation Space by 25% of what is ordinarily required under the town's UDO.

8. FEES-IN-LIEU: Developer shall pay fees in lieu ("FIL") for its proportionate share of the following Infrastructure Improvements as set forth below. Fees-in-lieu shall be paid prior to civil construction drawing approval for each Phase.

	Description	FIL Amount ($)
a.	Proportional fee-in-lieu (FIL) towards construction of an exclusive northbound left-turn lane on Piney Grove-Wilbon Road with 150 feet of storage and appropriate tapers	**TBD**
b.	Proportional fee-in-lieu (FIL) towards installation of a traffic signal when	**TBD**
c.	Proportional fee-in-lieu (FIL) towards construction of an exclusive southbound left-turn lane on Piney Grove-Wilbon Road with 100 feet of storage and appropriate tapers	**TBD**

9. DEVELOPMENT PERMITTED USES: The Site may be used consistent with the uses and subject to the restrictions and other development obligations of the Rezoning.

10. ANNEXATION: In the event that the Site is not currently annexed, it shall be annexed at the discretion of the town council, through the approval of a petition for voluntary annexation prior to the commencement of any construction or recordation of a plat. Nothing contained herein shall bind the Town

Council on the legislative decision of annexation. The Town shall schedule the Annexation Petition for public hearing and approval within 45 days of the execution of this Agreement.

11. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developer shall secure all special use permits, construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this 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.

12. PARKS AND RECREATION LAND DEDICATION: The Parties acknowledge that the Town's Unified Development Ordinance requires the developer of a residential tract to dedicate parks and recreation land or amenity for the use of the Project, where such park amenity is open for use for the public at large. In lieu of such land dedication, the Town Council may determine that a fee may be paid by the Developer in satisfaction of this requirement, so long as that fee is used by the Town for the acquisition or development of parks and recreation spaces to serve members of the Project. The Town's UDO requires a calculation of this fee based on the tax value of the tract of the Site at the time of Development, which town staff has calculated as $58,979.79 per acre, which produced under ordinary methods of calculation for the Project's unit count of 222, a fee in lieu amount of $3,643.56 per unit of residential use. In the event that the unit count changes, a re-calculation pursuant to the Town's ordinance shall be required.

13. TERMS REQUIRED FOR PUBLIC SAFETY: Developer shall provide sufficient egress and ingress to the Site through the Site or other public rights of way to satisfy the requirements of the town's Fire Chief and Police Chief, as indicated by their approval in the development review process.

14. HISTORIC STRUCTURES: There are no known historic structures on the Site.

15. DEVELOPMENT SCHEDULE:

a. Development of the Project and any Public Infrastructure shall commence prior to the expiration of any required permits for the same.

ARTICLE III
DEVELOPER'S OTHER 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, applicable requirements of the Town, and applicable requirements of the North Carolina Department of Environmental Quality (NCDEQ) and applicable requirements of any other regulatory agency. For any land owned or controlled 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. For any land not owned by or

controlled by the Developer, the Town shall convey such land owned by the Town to the Developer or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance of the infrastructure referenced in a timely manner so as not to delay the completion of the Developer's Duties set out in this Article III.

2. Developer shall construct in a workmanlike manner the public infrastructure located on the Site 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 applicable NCDEQ 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, the terms of this Agreement, 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 its successors and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to this Agreement) 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. Notwithstanding, in the event said fees are waived via an Economic Development Agreement this provision shall not apply. Developer shall not be required to make a payment-in-lieu of street construction costs or pay a fee in lieu of greenway construction costs.

5. Miscellaneous: **N/A**

ARTICLE IV
GENERAL TERMS

1. All of Developer's obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Rezoning, the Annexation Petition, and all required Site Plans and Building Permits.

2. All reimbursements, if any, for this project shall be provided on the basis of final documented Actual Costs, as approved by the Director Development Services, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

3. 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 ensure 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.

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 a direct contract with the Town and shall hold the Town harmless.

5. 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 arising directly out of the entry onto and performance of work completed by the Developer within easements owned by the Town.

6. The Town agrees to protect, defend, indemnify and hold the Developer 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 made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the gross negligence or willful misconduct of the Developer, or its agents, employees or contractors,. The Town 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 to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

8. It shall be the responsibility of the Developer to ensure that all regulatory approvals for the project are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Town shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement.

11. 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.

12. 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.

13. 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.

14. The Developer is a sophisticated business entity. It hereby, for itself, its successors and/or assigns, expressly hereby agrees to waive its right to participate in any class action against the Town with respect to any term or condition of this Agreement or any requirement, obligation, right, or duty created herein. Each party has had the opportunity to have this Agreement reviewed by counsel of its choosing and is entering into this agreement freely and aware of any of the rights, obligations, and duties each may enjoy.

15. 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:

FOR THE DEVELOPER:
[32]
_____
_____
_____
_____
_____

With copy to:
[33]
_____
_____
_____
_____

16. 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 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.

17. 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.

18. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

19. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

20. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: **[34]**
EXHIBIT B: **[35]**
EXHIBIT C: **[36]**

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
Kathy White, 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.

_____
Tina Stroupe, 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:_____

THE DEVELOPER

COUNTER-PARTY

By: _____
Name:
Title:

STATE OF _____
_____COUNTY

I certify that the following person(_____) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____ _____
_____, Notary Public

[Affix Notary Stamp or Seal] My Commission Expires: _____

Consented to by:
THE LANDOWNERS

_____

STATE OF _____
_____COUNTY

I certify that the following person(_____) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____ _____
_____, Notary Public

[Affix Notary Stamp or Seal] My Commission Expires: _____

Exhibit A

EXHIBIT B

EXHIBIT C

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Public Hearings
Title: Brook Manor Subdivision Completion Development Agreement - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Jay Osborne, Asst. Town Attorney, John Schifano, Town Attorney

Action(s):

- Approve / Deny / Defer Development Agreement to allow the developer to proceed with the sale of the remaining lots in Brook Manor.

Explanation:

- The developer of Brook Manor Subdivision desires to enter into a Development Agreement ("DA") to complete the subdivision. The subdivision master plan was originally approved by Council in 2005.
- The DA is necessary for the developer to proceed with the sale of the remaining lots in Brook Manor because it legally bridges the gap between the subdivision's expired approvals, the environmental restrictions now in place, and the Town's current development standards.
- Without this DA, the property would have to meet current zoning and UDO requirements, which have since changed and no longer allow the same layout or density.
- The reinstatement restores the developer's right to plat and sell the lots under the prior zoning and subdivision standards.
- Infrastructure was constructed and lots platted in the Brook Manor Subdivision between November 2013 and August 2016, but upon information and belief, development was halted based on regulation of an Inactive Hazardous Waste Disposal Site immediately adjacent (aka the "Holly Springs Dump") by the North Carolina Department of Environmental Quality ("NCDEQ").
- A Declaration of Land Use Restrictions ("DPLUR") approved by NCDEQ was filed for the Holly Springs Dump with the Wake County Register of Deeds on July 11, 2023. The DPLUR restricted several activities at or near the Holly Springs Dump, which includes this property. Those restrictions include, but are not limited to, prohibitions on the use of, or exposure to, groundwater, and also a prohibition on the removal of earthen materials (See Exhibit A of DPLUR attached to DA).
- The DPLUR applies to the entire property that is the subject of this DA, but the recorded DPLUR indicates suspected contamination on only a portion of the property. The survey attached to the DA delineates the contaminated area of the property as the "approximate extent of impacted groundwater and landfill gas." (See DA, Exhibit A).
- The developer is working with NCDEQ to release portions of the property not actually impacted by contamination from the DPLUR restrictions.
- The DA requires adherence to all requirements of the DPLUR, and also to any future

amendments to that DPLUR, and prohibits the platting of any lots for residential resale that are subject to any of the DPLUR's restrictions without prior written approval of the Town. (See Article II, paragraphs 13-15 of the DA).
- The development authorized by the DA contemplates the use of the previously constructed potable water and sewer infrastructure. In order to use this infrastructure, the developer must retain a third-party professional to inspect and certify the infrastructure, and to make all necessary modifications and repairs, to the satisfaction of the Town. Infrastructure must be bonded and warranted by the Developer for five (5) years.

Background:

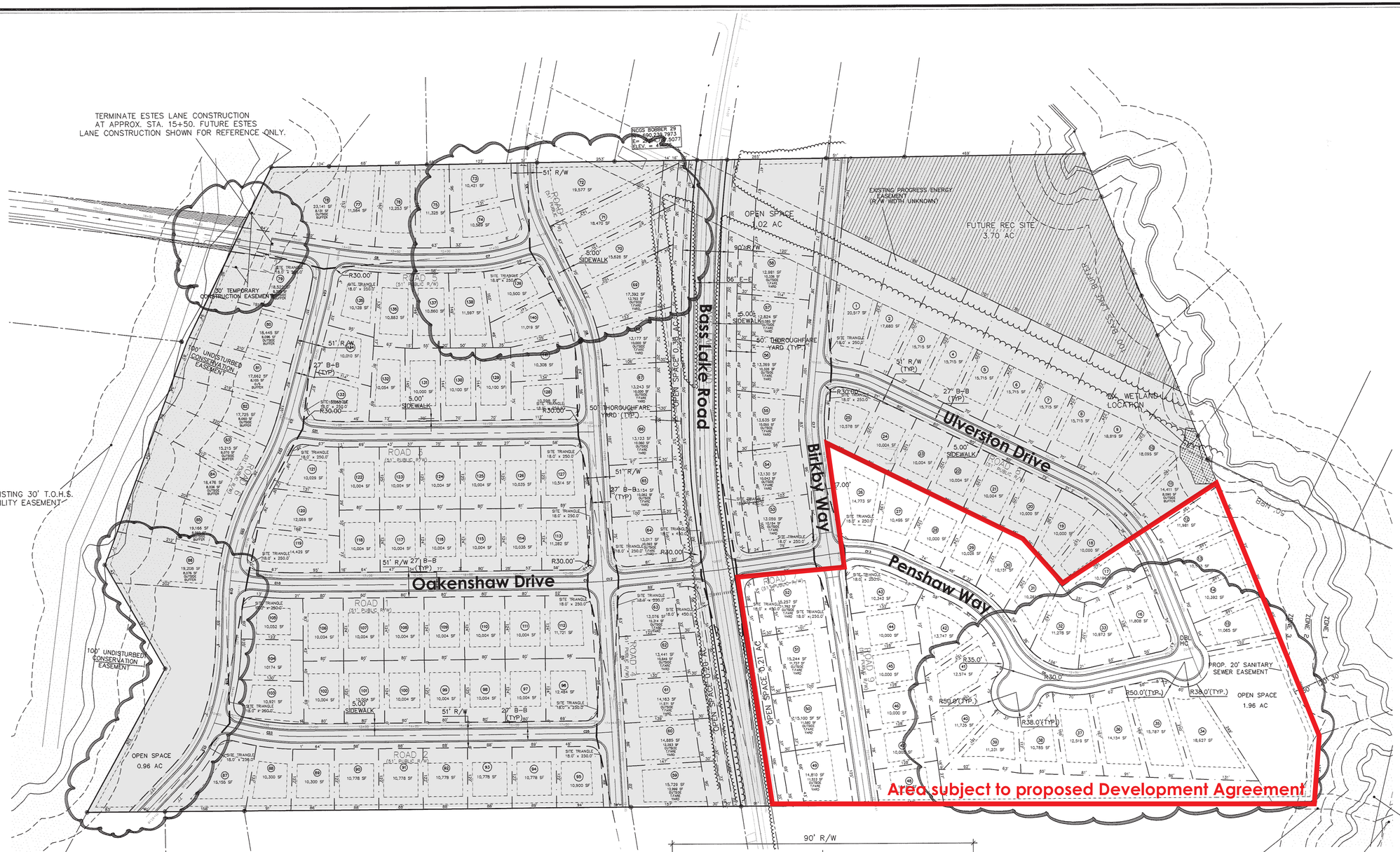
- Brook Manor is a detached dwelling subdivision located along Bass Lake Road north of Bass Lake.
- The rezoning for the subdivision was approved by the Town Council concurrently with the major subdivision plan on April 19, 2005 and amended on February 10, 2006.
- The major subdivision plan contains 141 detached dwelling lots.
- Civil Construction Drawings were approved to allow construction on March 3, 2008.
- The subdivision approval was initially valid for a period of 18 months. During the economic downturn in 2008, North Carolina General Statutes extended the validity of development approvals.
- Infrastructure was constructed and lots platted between November 2013 and August 2016.
- Following the construction of the last home, the project sat idle and exhausted its preliminary plan approval. Notice of plan expiration was sent to the applicant on file August 17, 2022.
- Because the project's subdivision expired in 2019 and the Town's UDO has since been updated (2022), the project no longer conforms to current zoning or subdivision standards.
- The project includes the previously constructed potable water and sewer infrastructure. The Developer must retain a third-party professional to inspect and certify the infrastructure, and to make all necessary modifications and repairs, to the satisfaction of the Town.
- NCDEQ recorded Deed Restriction for affected lots in Brook Manor subdivision July 11, 2023.

Funding Source(s):

N/A

Attachment(s):

1. BrookManor_DevelopmentAgreement_LocationMap
2. Development Agreement_Town Council Version



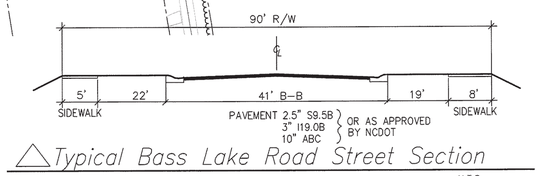
LINE TABLE		
LINE	LENGTH	BEARING
L1	186.84	S29°03'35"W
L2	11.60	S29°03'35"W
L3	41.21	N19°26'53"E
L4	60.13	N73°11'27"W
L5	298.38	N73°11'27"W
L6	299.84	N73°11'27"W
L7	149.93	N73°11'27"W
L8	555.00	S19°46'14"W
L10	48.40	N34°27'45"E
L11	84.75	S68°38'21"E
L12	66.34	S26°16'16"W
L13	555.44	S19°46'14"W
L14	27.75	N40°34'13"W
L15	497.14	S19°46'14"W
L16	222.13	N54°58'36"W
L17	53.32	N60°56'25"W
L18	9.21	S46°51'53"E
L19	141.40	N60°37'37"W
L20	203.45	S14°32'07"W
L21	29.76	N78°54'31"W
L22	26.49	N78°54'31"W
L23	53.03	N78°45'26"W
L24	50.87	N78°48'16"W
L25	28.97	N62°48'54"W
L26	49.85	N64°38'10"W
L27	50.63	N66°10'32"W
L28	52.76	N67°28'55"W
L29	50.73	N68°01'50"W
L30	50.62	N68°30'50"W
L31	49.75	N69°04'43"W
L32	50.90	N69°29'28"W
L33	49.15	N69°51'17"W
L34	49.91	N70°08'21"W
L35	50.68	N70°27'35"W
L36	51.81	N71°02'17"W
L37	49.93	N72°53'32"W
L38	49.53	N75°30'45"W
L39	50.83	N77°24'33"W
L40	53.54	N78°30'29"W
L41	51.40	N78°51'27"W
L42	55.87	N78°44'01"W
L43	52.55	N78°43'02"W
L44	50.93	N78°46'02"W
L45	105.62	N79°06'12"W
L46	28.49	N78°56'19"W
L47	224.17	S11°52'34"W
L48	8.95	S11°50'39"W
L49	68.58	S64°23'52"E
L50	220.75	S78°09'21"E
L51	505.33	S78°09'21"E
L52	427.11	S64°23'52"E
L53	43.27	S25°36'08"W
L54	402.76	S45°58'00"W
L55	189.44	S88°11'20"W
L56	166.52	S88°11'20"W
L57	295.82	S45°58'00"W
L58	80.42	S45°58'00"W
L59	62.95	N44°02'00"W
L60	19.22	N01°48'40"W
L61	28.94	N60°55'52"W
L62	34.54	S69°01'45"E
L63	101.95	N26°11'21"W

CURVE TABLE		
CURVE	LENGTH	RADIUS
C0	197.29	150.00
C1	148.28	230.00
C2	42.98	1000.00
C3	29.72	500.00
C4	235.81	320.00
C5	81.75	230.00
C6	167.76	1000.00
C7	85.94	320.00
C8	127.05	320.00
C9	195.25	300.00
C10	56.73	500.00
C11	63.61	1000.00
C12	27.76	1000.00
C13	136.98	230.00
C14	76.84	320.00
C15	134.81	300.00
C16	145.76	500.00
C17	76.84	320.00
C18	58.04	500.00
C19	42.85	500.00
C20	202.10	500.00
C21	114.73	500.00
C22	96.00	500.00
C23	128.21	500.00
C24	58.04	500.00
C25	25.84	500.00
C26	114.73	500.00
C27	56.73	500.00

DEVELOPER INFORMATION

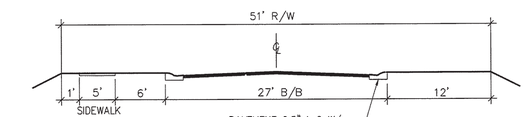
DEVELOPER: BASS LAKE ROAD LLC
14600 WESTON PARKWAY, SUITE 300
CARY, NORTH CAROLINA 27513
(919) 678-8880

ENGINEERS: WITHERS & RAVENEL, INC.
111 MACKENAN DRIVE
CARY, N.C. 27511
ATTENTION: WALTER D. HEATH IV, P.E.
PHONE: 919-469-3340
FAX 919-467-6008



Typical Bass Lake Road Street Section

N.T.S



Typical Residential Street Section

NOTE: SIDEWALK SHALL NOT BE REQUIRED ON CUL-DE-SACS

N.T.S

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AND DETAILS.
2. BOUNDARY INFORMATION IS BASED ON SURVEY BY WITHERS & RAVENEL, INC.
3. TOPO INFORMATION ON THIS SHEET BASED ON SURVEY BY WITHERS & RAVENEL, INC.
4. ALL ADJOINER ZONING INFORMATION IS TOWN OF HOLLY SPRINGS ZONING UNLESS UNLESS NOTED OTHERWISE.
5. ALL INTERSECTION SIGHT TRIANGLES ARE 15'x250' AND LOCATED WITHIN STREET ROW'S OR SHOWN OTHERWISE.
6. COMMON OPEN SPACE SHALL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
7. WETLANDS AND RIPARIAN BUFFERS DELINEATED BY SOIL & ENVIRONMENTAL CONSULTANTS.
8. DELINEATED WETLAND AND RIPARIAN BUFFER AREAS SHALL NOT BE CLEARED, DRAINED, OR OTHERWISE DISTURBED UNLESS SPECIFICALLY PERMITTED BY THE U.S. ARMY CORPS OF ENGINEERS AND NCDENR-DWQ.
9. THE RESTRICTIVE COVENANTS FOR THE SUBDIVISION SHALL BE RECORDED AT WAKE COUNTY REGISTER OF DEEDS PRIOR TO THE RECORDATION OF ANY LOTS.
10. ALL STREETS SHALL BE PUBLIC.
11. EXISTING 30' T.O.H.S. UTILITY EASEMENT BM 1993 PG 1292
12. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION CAN BEGIN. UTILITY ASSESSABLE FEES SHALL ALSO BE PAID PRIOR TO CONSTRUCTION DRAWING APPROVAL ON A PHASE BY PHASE BASIS.
13. THE DEVELOPER IS SOLELY RESPONSIBLE FOR THE COST & COORDINATION WITH CP&L OF THE RELOCATION OR REMOVAL OF ANY ONSITE OVERHEAD POWER POLES AND LINES.
14. FEMA 100 YR. FLOOD PLAIN SHOWN BASED ON GIS DATA.
15. TREE PROTECTION FENCING SHALL BE PROVIDED ALONG ALL VEGETATED RIPARIAN AND VEGETATED PERIMETER BUFFER AREAS.
16. ALL ONSITE POWER LINES WILL BE PROVIDED UNDERGROUND TO CP&L STANDARDS.
17. PARKS AND RECREATION FEE WILL BE FINALIZED PRIOR TO LOT RECORDING.
18. NO FILL MATERIAL MAY BE ADDED TO NRB ZONE 1 (INNER 30') AND NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE BUFFER AREAS.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 29183 WALTER D. HEATH

100 0 100 200
SCALE: 1" = 100'

No.	Revision	Date	By

Designer: W&R	Scale: 1"=100'
Drawn By: MS	Date: 01/19/05
Checked By: JAB	Job No.: 204349

BROOK MANOR SUBDIVISION
HOLLY SPRINGS, NORTH CAROLINA

SUBDIVISION PLAN

WITHERS & RAVENEL
ENGINEERS | PLANNERS | SURVEYORS
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

Sheet No. 3

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING ZONING, INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160D-1001 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

COMA LAND INVESTMENTS, LLC

THIS AGREEMENT (the "Agreement"), made and entered into, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **COMA LAND INVESTMENTS, LLC**, a North Carolina limited liability company, hereafter referred to as "Coma Land Investments" (its successors and/or assigns) also referred herein as "Developer." The Town and Developer are collectively referred to herein as the "Parties."

WHEREAS, Developer is the fee simple owner or contract purchaser of a tract of land ("the Property") held in common for development and legally described in Deed Book 12174, Page 357 in the Office of the Wake Register of Deeds. The Property is also subject to a Notice of Inactive Hazardous Substance or Waste Disposal Site in the form of a survey plat ("Survey Plat"), which has been recorded in Map Book 2023, Page 973. The Property is further subject to a DECLARATION OF PERPETUAL LAND USE RESTRICTIONS which is recorded in Book 019380, Pages 02367-02372 in the Wake County Register of Deeds and is attached hereto and incorporated herein as **Exhibit A**. The Property is known by the following Wake County PIN: 0659509502, totaling approximately 13.29 acres in size, as more particularly described on **Exhibit B** attached hereto and incorporated herein; and,

WHEREAS, the Property includes previously constructed potable water and sewer infrastructure, but this infrastructure has neither been certified by the Town nor put into use in many years; and,

WHEREAS, the 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, the Town has enacted a subdivision control ordinance and a comprehensive zoning ordinance which are codified in a Unified Development Ordinance ("UDO"), pursuant to N.C.G.S. §160D-801 which provides for the orderly control of growth and development in the Town in general and on the Site; and,

WHEREAS, the Property was approved for a Major Subdivision Plan ("Subdivision") for Brook Manor (case #05-MAS-02) on April 19, 2005 and subsequently amended on February 10, 2006 (case # 05-MAS-02-A01) under a former version of the Town's UDO in a zoning district that has since been eliminated

with the adoption of a new UDO in 2022. The approved Major Subdivision Plan for Brook Manor is attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, a majority of the Subdivision was constructed and accepted by the Town in accordance with the approved Major Subdivision Plan except for 30 +/- lots and the approvals for the Major Subdivision expired in February of 2019; and,

WHEREAS, while the Property does not conform to the requirements of the current UDO, the Town Council finds that allowing the Major Subdivision Plan to be completed as originally approved, in accordance with the requirements of this Agreement, is consistent with the land use goals and policies of the Comprehensive Plan, is reasonable and in the public interest, and provides substantial justice to the Property Owner and therefore agrees to reinstate the approval of the Major Subdivision Plan for Brook Manor (case #05-MAS-02-A01) contingent upon the fulfillment by the Developer of all of the terms contained in this Agreement and upon compliance with all of the requirements contained in the DECLARATION OF PERPETUAL LAND USE RESTRICTIONS (Exhibit A); and,

WHEREAS, the Town requires, pursuant to N.C.G.S. §160D and UDO, 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 will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, while the Town has enacted a Water Resource Management Policy (see https://www.hollyspringsnc.gov/DocumentCenter/View/44266/3_00_WaterResourceManagementPolicy_Sup20) (the "WRMP") to ensure the adequate water and sewer supply for the Town generally and the Property specifically, the Major Subdivision Plan for this Property was approved by the Town prior to inception of the WRMP, and Developer will not be subject to this policy; any lots requested that are not subject to this Agreement and that are requested to be added at a future date, will be subject to the WRMP however; and,

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. §160A-20, §160D-1001(b), and §160D-1003, and may contract with Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160D-1001(a) 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 and other permits and approvals, said fees being listed in the Town's annual budget and 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 pursuant to its annual adopted budget ordinance, (ii) does not dispute the reasonableness of these fees as currently listed; and (iii) except as provided for herein , hereby agrees to timely pay all normal and customary fees to the extent applicable to Developer in connection with its development of the Site at such time as the applicable fee becomes due to the Town in the ordinary course of development unless otherwise provided for herein; and,

WHEREAS, pursuant to N.C.G.S. §160D-1005, on _____, 2025 the Town Council conducted a public hearing on this Agreement, closed the public hearing, approved this Agreement, and authorized the Town's execution of the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and 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 approval 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 Developer for the administration of a separate construction contract, or any project construction contingency. Any such costs which hereinafter are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. 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 or delayed by the Town.

b. Concept Plans: Concept Plan as used in this Agreement refers to the Major Subdivision Plan for the Development previously submitted by Developer to the Town as part of the development of the Property.

c. 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 Developer of all building activities associated with the Concept Plans and Development Permits occurring on the Site during the Term of this Agreement.

d. Development Permit: A building permit, zoning permit, subdivision approval, special use permit, variance, or any other official action of the Town having the effect of permitting the Development of property.

e. 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").

f. 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.

g. NCDOT: the North Carolina Department of Transportation.

h. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, transportation improvements, and other Town-owned equipment or facilities not located on the Site.

i. 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.

j. Property: The parcel of land described in Exhibit B that is the subject of this Agreement. Also referred to as the "Site." Any subsequent annexation of parcels by Developer other than described herein would constitute a major modification of this Agreement and require an additional public hearing.

k. Public Infrastructure or Public Infrastructure Improvements: Road improvements, sidewalk improvements, sewer and water improvements, or any other improvements which are now or shall be in the future publicly dedicated to the Town of Holly Springs or another governmental entity, as described herein.

l. Public Benefit: The construction and dedication of Public Infrastructure and utility infrastructure by Developer, the retention and addition of local jobs, an increase in commercial/life science uses, and the additional revenue to the Town generated by the increase in ad valorem tax value of the Site.

m. Project: Developer plans to develop the Site in the manner described in Concept Plans and Rezoning, and as approved by the Town of Holly Springs through its normal development process.

n. Site: See "Property."

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this Agreement and the names of its legal and equitable property owners are contained in **Exhibit B**. The obligations and rights contained in this Agreement apply only to the Development of the Site. All of the Property shall be owned in fee simple by the Developer within six (6) months of the execution date of this Agreement or this Agreement shall become void and given no effect.

2. 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 Developer either prior to or within 15 days of ratification of this Agreement by the Town Council; (2) annexation of the Site into the Town limits, and (3) 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, if any, not demanded within **five** years of the execution of the foregoing shall be void and given no effect.

3. ZONING AND MAJOR SUBDIVISION PLAN: The Parties hereby acknowledge that the current zoning of the Property is inadequate to support the Project. Following approval of the Development Agreement, certain Infrastructure Projects are necessary in order to maintain the health, safety, and welfare of the Site, its future residents, and the residents of the surrounding area that may be affected by the Project. While the Project's zoning is not in conformity with the requirements of the current UDO (adopted in 2022), the Project's expired Major Subdivision Plan (case #05-MAS-02-A01) shall be reinstated, contingent upon Developer complying with the terms of this Agreement and with the requirements of the Declaration of Perpetual Land Use Restrictions attached as Exhibit A to this Agreement.

4. DEVELOPMENT PERMITTED USES: The Property may be used consistent with the uses and subject to the restrictions and other development obligations of the Major Subdivision Plan and underlying zoning district.

5. WATER AND SEWER INFRASTRUCTURE: The Property includes previously constructed potable water and sewer infrastructure, but this infrastructure has neither been certified nor permitted by the Town, nor has the infrastructure been used in many years. Developer must retain a third-party professional, previously approved by the Town for inspections, modifications and repairs not completed by the date of execution of this Agreement, to adequately inspect all water and sewer infrastructure, and to make all necessary modifications and repairs, to the satisfaction of the Town. The Town must pre-approve the manner of inspection and repair prior to inspection or repair being performed where possible. For inspections, modifications and repairs previously completed, the Town must review and approve of them to the Town's satisfaction prior to their acceptance by the Town. Developer must secure third-party certification in the form of a sealed, as-built survey
from a third-party licensed professional, who is also pre-approved by the Town where possible, or reviewed for approval to the satisfaction of the Town afterward where not possible, that the water and sewer infrastructure have been adequately inspected and repaired in a manner satisfactory to the Town. Developer shall provide to the Town a cost estimate of the work to be bonded, for review and approval by the Town, prior to issuance of a bond. After review and approval by the Town, the Developer shall provide to the Town a bond in the amount approved by the Town warranting the water and sewer infrastructure for five (5) years. The bond shall be in the amount of one hundred twenty-five percent (125%) of the engineer's total cost estimate and shall be delivered to the Town prior to the commencement of construction activity.

6. No additional land disturbance outside the previously approved limits is contemplated with the completion of the Major Subdivision Plan process. If land disturbance outside the previously approved limits is required, Developer will obtain an Environmental Development Permit. Individual builders on individual lots will be required to obtain an Environmental Development Permit prior to receiving building permits for said lots. The Developer will have a professional engineer inspect the stormwater facility and the Developer will repair as necessary to comply with the standards that were in effect at the time of the original Major Subdivision Plan approval. As this basin will transition into a permanent Stormwater Control Measure (SCM), the plan submitted must include specifications to ensure that the SCM is in

compliance with all applicable Town, State and Federal regulations that were in effect at the time of original Major Subdivision Plan approval. Upon completion of any required repairs or maintenance, the SCM must be certified by the engineer of record as being constructed in substantial accordance with the Major Subdivision Plan approval and an as-built drawing must be submitted to the Town for review and approval.

7. REQUIRED PERMITS: A description of all development permits approved or needed: Except as provided herein with regard to completion of Major Subdivision Plan , Developer shall secure any necessary special use permits, construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality ("NCDEQ"), or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions.

8. Parkland Dedication Fees-In-Lieu – The Town's standard fee required for subdivision of land pursuant to N.G.G.S § 160D-804(d) and the Town's Unified Development Ordinance (UDO).

9. TERMS REQUIRED FOR PUBLIC SAFETY: Developer shall provide sufficient egress and ingress to the Site through the Site or other public rights of way to satisfy the requirements of the Town's Fire Chief and Police Chief, as indicated by their approval in the development review process.

10. HISTORIC STRUCTURES: There are no known historic structures on the Site.

11. DEVELOPMENT SCHEDULE: Development of the Project and any Public Infrastructure shall commence prior to the expiration of any required permits for the same.

12. DECLARATION OF PERPETUAL LAND USE RESTRICTIONS ("DPLUR"): The Developer shall comply with all requirements contained in the DPLUR, recorded in Book 019380, Pate 02367-02372 in the Wake County Register of Deeds, and any future amendment thereto. The Developer shall provide the Town with any duly recorded amendment to the DPLUR within thirty (30) days of the recording of the amendment.

13. Notice of Inactive Hazardous Substance or Waste Disposal Site: The following shall be required: for future sales, leases, conveyances or transfers of any parcel within the Property, pursuant to N.C.G.S. § 130A-310.8, the terms of the DPLUR (attached to this Agreement as Exhibit A), or any applicable amendment to the DPLUR, any deed or other instrument of transfer of any parcel(s) within the Property shall comply with all of the terms of the DPLUR or any amendments thereto. The terms of the DPLUR, and any amendments thereto, are incorporated into this Agreement.

14. Submission of a Pre-Subdivision Map: The Developer shall work with the North Carolina Department of Environmental Quality (NCDEQ) to revise the current DPLUR such

that, to the satisfaction of NCDEQ, the terms of the DPLUR will apply to all contaminated property, with any such amendment being lawfully recorded. The Developer shall provide the Town with a copy of any amendment to the DPLUR within thirty (30) days of recording. As such time as Developer receives approval from DEQ for an amended DPLUR, the Developer shall submit to the Town a Pre-Subdivision map subdividing the Property into two (2) main parcels: one parcel with contaminated property subject to the amended DPLUR's requirements and another parcel no longer subject to the requirements of any DPLUR based upon the amendment. Developer shall not plat lots for residential resale that are subject to any of the restrictions of a DPLUR without prior written approval of the Town.

ARTICLE III
DEVELOPER'S OTHER DUTIES

1. Although construction of on-site or off-site infrastructure (except required repairs or maintenance) is not contemplated in connection with the completion of the Major Subdivision Plan process, for any offsite infrastructure constructed by Developer, 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, applicable requirements of the Town, and applicable requirements of the North Carolina Department of Environmental Quality (NCDEQ) and applicable requirements of any other regulatory agency. For any land owned or controlled by Developer, Developer shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by Developer, the Town shall convey such land owned by the Town to Developer or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance of the infrastructure referenced in a timely manner so as not to delay the completion of Developer's Duties set out in this Article III.

2. Except for the Public Infrastructure to be constructed by the Town or others at the such party(s)' costs pursuant to Sections 6 and 10 of Article II of this Agreement, Developer shall construct in a workmanlike manner the public infrastructure located on the Site 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 applicable NCDEQ 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. Developer shall construct the public infrastructure according to the plans, the terms of this Agreement, and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. Developer (or its successors and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to this Agreement) 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. Notwithstanding, in the event said fees are waived via an Economic Development Agreement this provision shall not apply. Developer shall not be required to make a payment-in-lieu of street construction costs or pay a fee in lieu of greenway construction costs.

ARTICLE IV
GENERAL TERMS

1. All of Developer's obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of revised as-built surveys.

2. All reimbursements, if any, for this Project shall be provided on the basis of final documented Actual Costs, as approved by the Director Development Services, in accordance with this agreement. Any opinions of Project cost included in this agreement are based upon preliminary designs and are approximate.

3. 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 ensure 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 Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein.

4. In the course of any installation, repairs, or replacement of the sewer or water line or any other work in easements obtained by the Town and under the Town's ownership, Developer shall operate under a direct contract with the Town and shall hold the Town harmless.

5. 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 arising directly out of the entry onto and performance of work completed by Developer within easements owned by the Town.

6. The Town agrees to protect, defend, indemnify and hold Developer 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 made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the gross negligence or willful misconduct of Developer, or its agents, employees or contractors,. The Town 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 to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

8. It shall be the responsibility of Developer to ensure that all regulatory approvals for the project are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. 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 Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

11. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by electronic mail, first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by e-mail shall be effective on the date sent. Notices 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.

12. 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.

13. Developer is a sophisticated business entity. It hereby, for itself, its successors and/or assigns, expressly hereby agrees to waive its right to participate in any class action against the Town with respect to any term or condition of this Agreement or any requirement, obligation, right, or duty created herein. Each party has had the opportunity to have this Agreement reviewed by counsel of its choosing and is entering into this agreement freely and aware of any of the rights, obligations, and duties each may enjoy.

14. Notices under this Agreement shall be to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8

FOR DEVELOPER:

COMA LAND INVESTMENTS, LLC
c/o Ben Mathis
P.O. Box 1797

Holly Springs, NC 27540
Reference: Brook Manor/Coma Land Investments

Clayton NC 27528

With a copy to:

Isabel Worthy Mattox
Nicholls & Crampton, PA
3700 Glenwood Avenue, Suite 500
Raleigh, NC 27612
imattox@nichollscrampton.com

15. 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 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.

16. 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.

17. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

18. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

19. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: DECLARATION OF PERPETUAL LAND USE RESTRICTIONS
EXHIBIT B: Legal Description
EXHIBIT C: Major Subdivision Plan ("Subdivision") for Brook Manor (case #05-MAS-02)

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
Kathy White, 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.

_____
Tina Stroupe, 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:

DEVELOPER
COMA LAND INVESTMENTS, LLC

By: _____
Name: Benjamin Mathis
Title: Managing Member

STATE OF North Carolina
Wake COUNTY

I certify that the following person(Benjamin Mathis) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Coma Land Investments, LLC.

Date: 10/10/2025

Stephanie Clark
Stephanie Clark, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: 02/28/2027

STEPHANIE CLARK
Notary Public - North Carolina
Johnston County
My Commission Expires Feb 28, 2027

WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07-11-2023 AT 11:55:01

BOOK: 019380 PAGE: 02367 - 02372

RETURN TO:
Smith Anderson (STP), 150 Fayetteville St., Suite 2300, Raleigh, NC 27601

DECLARATION OF PERPETUAL LAND USE RESTRICTIONS

For Property Owned by: Bass Lake Estate, LLC

The real property which is the subject of this Declaration of Perpetual Land Use Restrictions ("Declaration") is contaminated with hazardous substances, and is part of an INACTIVE HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE ("the Site") as defined by North Carolina's Inactive Hazardous Sites Response Act of 1987, which consists of Section 130A-310 through Section 130A-310.19 of the North Carolina General Statutes ("N.C.G.S."). This Declaration is part of a Remedial Action Plan for the Site that has been approved by the Secretary of the North Carolina Department of Environmental Quality, Division of Waste Management, Superfund Section (or its successor in function), or his/her delegate, as authorized by N.C.G.S. Section 130A-310.3(f). The North Carolina Department of Environmental Quality shall hereafter be referred to as "DEQ." Hereafter, the Division of Waste Management, Superfund Section shall be referred to as "Superfund Section".

Bass Lake Estate, LLC, Brick, New Jersey is the owner in fee simple of the property ("the Property"), which is located at Bass Lake Road in the County of Wake, City of Holly Springs, State of North Carolina, and is the real property legally described in Deed Book 12174, Page 357 in the Office of the Register of Deeds for Wake County. The Property is also shown on a Notice of Inactive Hazardous Substance or Waste Disposal Site, in the form of a survey plat ("Survey Plat"), which has been recorded prior to the recordation of this Declaration in Map Book 2023 Page 973 in the Office of the Register of Deeds for Wake County. A copy of the Survey Plat is included as Exhibit A to this Declaration.

For the purpose of protecting public health and the environment, Bass Lake Estate, LLC hereby declares that all of the Property shall be held, sold and conveyed subject to the following perpetual land use restrictions, which shall run with the land; shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall, as provided in N.C.G.S. Section 130A-310.3(f), be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. These restrictions shall continue in perpetuity and cannot be amended or canceled

Submitted electronically by Smith Anderson Blount Dorsett Mitchell Jernigan LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

unless and until the Wake County Register of Deeds receives and records the written concurrence of the Secretary of DEQ (or its successor in function), or his/her delegate. If any provision of this Declaration is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

PERPETUAL LAND USE RESTRICTIONS

1. Surface water or underground water (groundwater) shall not be used for any purpose.

2. The installation of groundwater wells or other devices for access to groundwater for any purpose other than monitoring groundwater quality is prohibited without prior written approval by the Superfund Section or its successor in function.

3. No activities that would cause the exposure, removal, or use of groundwater, including but not limited to, installation of water supply wells, fountains, ponds, lakes, swimming pools or other features that use groundwater, or construction or excavation activities that would encounter or expose groundwater may occur on the Property without prior approval of Superfund Section or its successor in function.

4. No building may be constructed on the Property unless:
   a. the building's perimeter will be at least 100 vertical and lateral feet from all groundwater and soil contamination at the Property; or
   b. vapor mitigation measures are designed and installed by a NC-licensed professional engineer in accordance with a plan, including methodology(ies) for demonstrating performance of the vapor mitigation measures, approved in writing by DEQ in advance, and DEQ has been provided a report that includes photographs and a description of the installation and performance assessment of said measures.

5. No surface or subsurface native or fill earthen materials may be removed from the Property without prior written approval by the Superfund Section or its successor in function.

6. Each person who owns any portion of the Property shall submit a letter report, containing the notarized signature of the owner, in January of each year on or before January 31st, to the Superfund Section, or its successor in function, confirming that this Declaration is still recorded in the Office of the Wake County Register of Deeds, that activities and conditions at the Property remain in compliance with the land use restrictions herein, and that the Property has not been subdivided since the last letter report submitted to the Superfund Section.

7. No person conducting environmental assessment or remediation at the Site, or involved in determining compliance with applicable land use restrictions at the Property, at the direction of, or pursuant to a permit or order issued by the Superfund

Section or its successor in function may be denied access to the Property for the purpose of conducting such activities.

8. Each person who owns any portion of the Property shall cause the instrument of any sale, lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Declaration. The failure to include such provision shall not affect the validity or applicability of any land use restriction in this Declaration.

REPRESENTATIONS AND WARRANTIES

The owner of the Property hereby represents and warrants to the other signatories hereto:

that the owner of the Property is the sole owner of the Property holding fee simple title to the Property free, clear and unencumbered;

ENFORCEMENT

Adherence to the above land use restrictions is necessary to protect public health and the environment. The restrictions are an integral part of the remedy for the contamination at the Site and shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. These land use restrictions shall be enforced by any owner, operator, or other party responsible for any part of the Site. The above land use restrictions may also be enforced by the Superfund Section through the remedies provided in N.C.G.S. Chapter 130A, Article 1, Part 2 or by means of a civil action, and may also be enforced by any unit of local government having jurisdiction over any part of the Site. Any attempt to cancel this Declaration without the approval of the Superfund Section or its successor in function shall constitute noncompliance with the Remedial Action Plan approved by the Superfund Section for the Site, and shall be subject to enforcement by the Superfund Section to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

When any portion of the Property is sold, leased, conveyed or transferred, pursuant to N.C.G.S. Section 130A-310.8(e) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the real property being sold, leased, conveyed, or transferred has been used as a hazardous substance or waste disposal site and a reference by book and page to the recordation of the Notice of Inactive Hazardous Substance or Waste Disposal Site referenced in this Declaration.

OWNER SIGNATURE

IN WITNESS WHEREOF, I, exercising power of attorney for Bass Lake Estate, LLC execute these presents on this 20th day of June, 2023.

Signatory's name typed or printed: David Kahale

Signatory's title typed or printed: Manager

Owner name typed or printed: Bass Lake Estate, LLC

Signature: [signature]

STATE OF ~~NORTH CAROLINA~~ New Jersey
COUNTY OF Middlesex

I, Stephanie Cascio, a Notary Public, do hereby certify that David Kahale personally appeared before me this day, produced proper identification in the form of drivers license, and declared that he is the Agent for Bass Lake Estate, LLC and that by authority duly given, and as the act of Bass Lake Estate, LLC he has signed this Declaration.

WITNESS my hand and official seal this 20th day of June, 2023.

Stephanie Cascio
Notary Public

My Commission expires: 8/14/2025

[SEAL]

Stephanie Cascio
State of New Jersey
Notary Public
Commission No. 50134252
My Commission Expires 08/14/2025

APPROVAL AND CERTIFICATION OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

The foregoing Declaration of Perpetual Land Use Restrictions is hereby approved and certified.

By: William F. Hunneke

William Hunneke, Chief
Superfund Section
Division of Waste Management
North Carolina Department of Environmental Quality

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, LaTonya Clark, a Notary Public, do hereby certify that William F. Hunneke personally appeared before me this day, produced proper identification in the form of State ID, and signed this Declaration.

WITNESS my hand and official seal ~~this~~ 6th day of July, 2023.

LaTonya Clark
Notary Public

My Commission expires: October 20, 2024

[SEAL]
LaTonya Clark
Notary Public
Wake County, North Carolina
My Commission Expires
October 20, 2024

REGISTER OF DEEDS CERTIFICATION

The foregoing Declaration of Perpetual Land Use Restrictions is certified to be duly recorded at the date and time, and the Book and Page, shown on the first page hereof.

Register of Deeds for Wake County

By: _____
Signature

_____
Type or print name and title

EXHIBIT A

K:\Projects\AGS\AGS-16010\Survey\AGS-16010-C1.dwg, 9/7/2023 9:46:45 AM, Connor Stearns

APPROVED FOR THE PURPOSES OF N.C.G.S. 130A-310.8.

William J. Humeniuk

BILL HUMENIUK
CHIEF, SUPERFUND SECTION
DIVISION OF WASTE MANAGEMENT

NORTH CAROLINA
WAKE COUNTY

I, Brian Wright, A NOTARY PUBLIC OF SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT William Humeniuk DID PERSONALLY APPEAR AND SIGN BEFORE ME THIS THE 24 DAY OF February 2023

NOTARY PUBLIC (SIGNATURE)

MY COMMISSION EXPIRES: 2/9/25

BRIAN J. WRIGHT NOTARY PUBLIC WAKE COUNTY, NC

SURVEYORS CERTIFICATE

I, GREGORY C BEWLEY, LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND COMPLETED ON JUNE 24, 2016 USING THE REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 48,667 ; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES 47-30, AS AMENDED

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 2nd DAY OF August 2022

Gregory C. Bewley

GREGORY C. BEWLEY, PLS L-4805

NORTH CAROLINA PROFESSIONAL SEAL L-4805 LAND SURVEYOR GREGORY C BEWLEY

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 ((f)(11)(c)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

Gregory C. Bewley

GREGORY C. BEWLEY, PLS L-4805

LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY
- SANITARY SEWER EASEMENT
- UTILITY EASEMENT
- LANDSCAPE BUFFER
- THOROUGHFARE YARD
- WASTE DISPOSAL BOUNDARY
- WASTE DISPOSAL AREA
- APPROXIMATE EXTENT OF IMPACTED GROUNDWATER AND LANDFILL GAS
- EXISTING IRON PIPE
- CALCULATED POINT
- MONITORING WELL
- GAS PROBE
- CONTROL POINT

WAKE COUNTY, NC 55
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/05/2023 13:25:21
BOOK: BM2023 PAGE: 00973

OWNER ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE FULL AUTHORITY TO LEGALLY EXECUTE A DEED FOR THIS PROPERTY.

SIGNATURE DATE 11/22/22

NOTARY CERTIFICATE:

(STATE) New Jersey
(COUNTY) Middlesex

I, Sean C. Sanchez A NOTARY PUBLIC OF SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT David Kahane DID PERSONALLY APPEAR AND SIGN BEFORE ME THIS THE 23rd DAY OF December 2022

SEAN C SANCHEZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 21, 2026

NOTARY PUBLIC (SIGNATURE)

MY COMMISSION EXPIRES: 4/21/2026

WHEN THIS PROPERTY OR ANY PART OF IT IS SOLD, LEASED, CONVEYED OR TRANSFERRED, N.C.G.S. 130A-310.8(e) REQUIRES THAT THE FOLLOWING LANGUAGE BE PLACED IN THE DESCRIPTION SECTION OF THE DEED OR OTHER INSTRUMENT OF TRANSFER IN NO SMALLER TYPE THAN THAT USED IN THE BODY OF THE DEED:

THIS PROPERTY HAS BEEN USED AS A HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE. A NOTICE OF INACTIVE HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE IS RECORDED IN THE _____ COUNTY REGISTER OF DEED'S OFFICE AT BOOK _____ PAGE _____ QUESTIONS CONCERNING THIS MATTER MAY BE DIRECTED TO THE NORTH CAROLINA DIVISION OF WASTE MANAGEMENT, SUPERFUND SECTION, INACTIVE HAZARDOUS SITES BRANCH, 1646 MAIL SERVICE CENTER, RALEIGH, NC 27699-1646

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND. THIS IS A NOTICE OF AN INACTIVE HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE.
2. THE AREAS AND TYPE OF CONTAMINATION DEPICTED UPON THE MAP ARE APPROXIMATIONS DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING. THE INVESTIGATION DETERMINED THAT ORGANIC AND INORGANIC CONTAMINANTS ARE PRESENT WITHIN THE SITE AT CONCENTRATIONS THAT POSE A RISK TO HUMAN HEALTH AND THE ENVIRONMENT. THESE CONTAMINANTS WERE IDENTIFIED IN SOIL, GROUNDWATER, AND SUBSURFACE VAPOR. DETAILED INFORMATION REGARDING ON-SITE CONTAMINATION CAN BE FOUND IN THE REMEDIAL INVESTIGATION SUMMARY REPORT DATED FEBRUARY 24, 2017
3. A DECLARATION OF PERPETUAL LAND USE RESTRICTIONS, LIMITING THE USES OF THIS PROPERTY, IS BEING RECORDED CONCURRENTLY WITH THIS NOTICE.
4. UPON NORTH CAROLINA SUPERFUND SECTION APPROVAL AND RECORDATION IN ACCORDANCE WITH N.C.G.S. 130A-310.8 (b), THIS NOTICE SUPERSEDES ANY PREVIOUSLY RECORDED NOTICE(S) OF INACTIVE HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE FOR THIS PROPERTY.
5. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID (NAD 83)
6. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS SHOWN OTHERWISE
7. PROPERTY LINES NOT SURVEYED ARE SHOWN AS DASHED LINES
8. AREA DETERMINED BY COORDINATE METHOD
9. PROPERTY OWNER INFORMATION OBTAINED FROM WAKE COUNTY ONLINE TAX RECORDS
10. WASTE DISPOSAL BOUNDARY AND REVISED WASTE DISPOSAL BOUNDARY WERE PROVIDED BY ATC GROUP SERVICES, LLC AND WAS NOT A PART OF THIS SURVEY. THE GIS SHAPEFILES WERE INSERTED INTO THIS DRAWING BASED ON THE DATUM AND ZONE PROVIDED
11. THE SUBJECT PROPERTY IS SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, COVENANTS, RESTRICTIONS, AND APPURTENANCES OF RECORD
12. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A. F I R M COMMUNITY PANEL #3720065900J DATED MAY, 02, 2006
13. A GRID TIE TO THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM WAS PERFORMED USING STATIC GPS METHODS UTILIZING ONE TRIMBLE R6-MODEL 4 GPS ANTENNA. THE RESULTING VECTORS WERE PROCESSED USING THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SYSTEM – STATIC (OPUS-S)
14. WAKE COUNTY REFERENCES:

D.B. 16241, PG 1028
D.B. 15925, PG 2513
D.B. 15874, PG. 2671
D B 15825, PGS. 335, 516
D B 15823, PG. 1843
D.B 15822. PG 2228
D B. 15819, PG. 44
D.B. 15807, PG 1873
D B 15784, PG 1448
D.B. 14811, PG. 786
D.B. 12174, PG. 357
B.M. 2013, PG. 1550-1551
B.M. 1992, PG. 181

LOT TABLE – BROOK MANOR SUBDIVISION

11	N/F WATKINS, FRANKLIN DUANE JR. & DEANNA MOORE PIN: 0658-50-8883 (D.B. 13823, PG. 2113) (B.M. 2013, PG. 1551)
18	N/F BISHOP, STEPHANIE P. & PURVI PIN: 0658-50-7743 (D.B. 15825, PG. 330) (B.M. 2013, PG. 1551)
19	N/F HARTWICK, KENNETH R. & LAURA A. PIN: 0658-50-8188 (D.B. 15807, PG. 1873) (B.M. 2013, PG. 1551)
20	N/F ADAMS, DAVID JOSEPH & DANA STEPHANIE ROYER PIN: 0658-50-8614 (D.B. 15874, PG. 2671) (B.M. 2013, PG. 1551)
21	N/F LANE, MICHELLE RACHEL & ELBERT RICHARD JR. PIN: 0658-50-5588 (D.B. 13823, PG. 515) (B.M. 2013, PG. 1551)
22	N/F ANDRIAN-SEVIER, LINDA L. & SEVIER, AARON DAVIDSON PIN: 0658-50-3813 (D.B. 13822, PG. 2228) (B.M. 2013, PG. 1551)
23	N/F BICKARD, JASON L. & ANNE F. PIN: 0658-50-4457 (D.B. 13784, PG. 1448) (B.M. 2013, PG. 1551)
24	N/F BANG, PYEN-KEUNG & SONG, HEI PIN: 0658-50-3483 (D.B. 13819, PG. 44) (B.M. 2013, PG. 1551)
25	N/F RIDLEY, SCOTT AUSTIN & GAIL LYNN PIN: 0658-50-3328 (D.B. 13823, PG. 1843) (B.M. 2013, PG. 1551)

GRID TIE NOTES

I, GREGORY C BEWLEY, CERTIFY THAT THIS SURVEY WAS TIED TO THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM; AND THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE TIE:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: OPUS-S
DATES OF SURVEY MAY 4, 2016
DATUM/EPOCH: NAD83(2011) 2010.00
PUBLISHED CONTROL: CORS STATIONS "SANFORD", "LILLINGTON 2004", AND "JORDAN LAKE".
GEOID: 12B
PROJECT COMBINED GRID FACTOR: 0.99986132
UNITS: U.S. SURVEY FEET

Gregory C. Bewley

GREGORY C. BEWLEY, P.L.S. L-4805

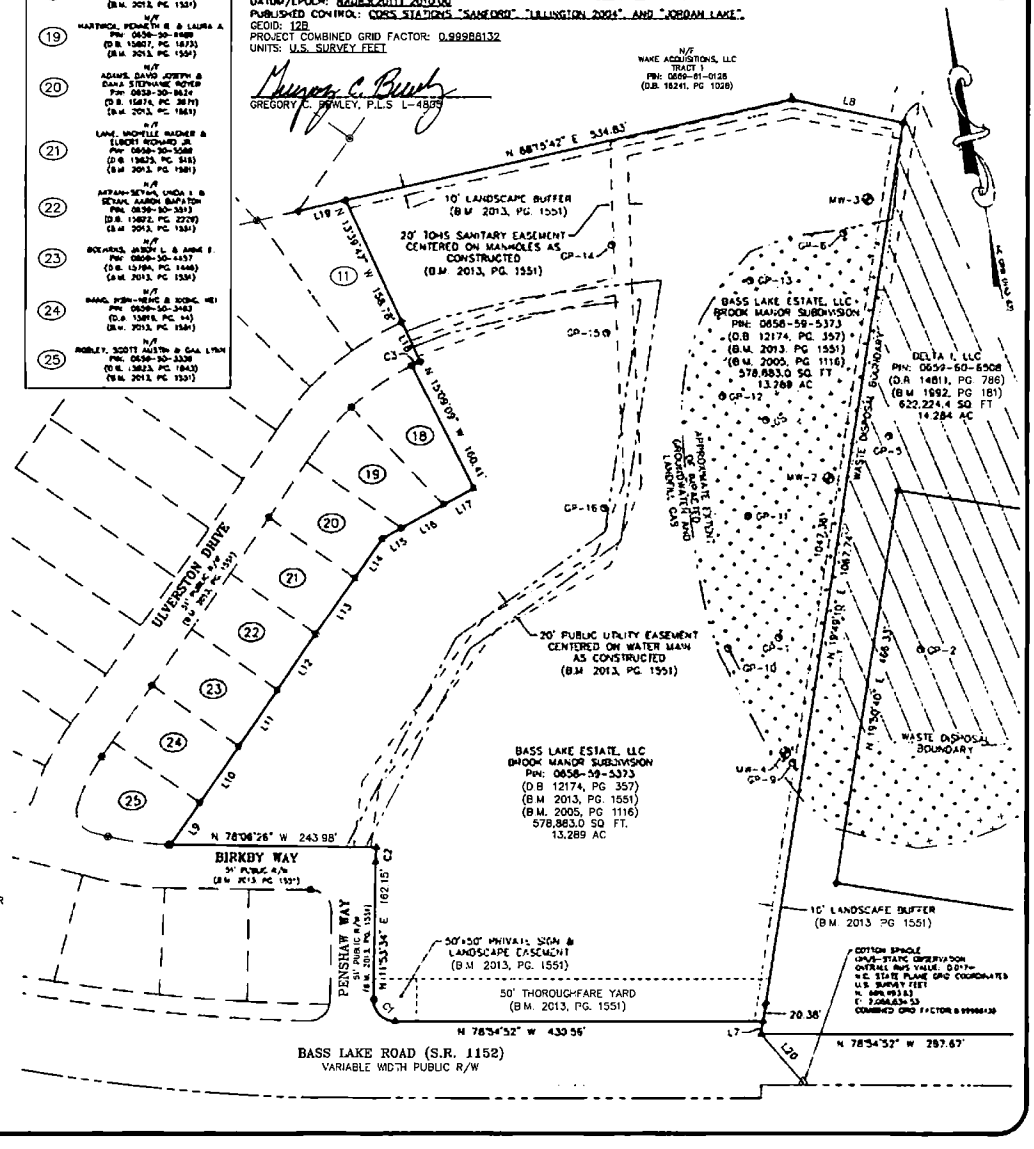
VICINITY MAP
NOT TO SCALE

LINE TABLE

L8	N 46°00'56" E	39.92'
L10	N 46°00'56" E	80.35'
L11	N 46°00'56" E	80.35'
L12	N 46°00'56" E	80.35'
L13	N 46°00'56" E	80.35'
L14	N 46°00'56" E	56.34'
L15	N 71°46'51" E	23.49'
L16	N 71°46'51" E	55.65'
L17	N 71°46'51" E	39.71'
L18	N 13°39'47" W	51.00'
L19	N 88°14'58" E	56.66'
L20	N 29°35'26" W	74.76'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.62'	N 33°30'39" W	35.66'
C2	204.50'	18.56'	N 14°12'49" E	18.56'
C3	294.50'	10.66'	N 75°53'02" E	10.66'



SHEET 3 OF 3	DATE: 2016-06-24	SCALE: 1"=100'	DRAWN BY: EMC	CHECKED BY: RTF	DRAWING: AGS-16010-C1	PROJECT NO: AGS-16010	

A PORTION OF THE SITE:

HOLLY SPRINGS DUMP

ID # NONCD0000606

HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NOTICE OF INACTIVE HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE

OWNER:
BASS LAKE ESTATE, LLC
186 MANTOLOKING RD. BRICK, NJ 08723

REVISIONS:
△: _____

McADAMS

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

Preliminary Plan Amendment

FILE COPY

Notice of Action

Sent Via: *Certified Mail*

THE TOWN OF Holly Springs

Project Number: 05-MAS-02-A01

Subdivision Name: Brook Manor

Petitioner: Bass Lake Road, LLC
14600 Westin PKWY, Ste. 300
Cary, NC 27513

Developer: Same as Petitioner

Owner: Same as Petitioner

Site Data:

Jurisdiction: Town of Holly Springs

Existing Zoning: R-10: Residential

Total Acreage: ±60.00 Acres

Action Date: February 10, 2006

Plan Expiration Date: August 10, 2007

Amendment Requested:

1. Reconfigured lot, open space and road layout in northeast corner of site.
2. Made minor modifications to intersection and surrounding lots in close proximity to southwest property line of site.
3. Terminated Estes Ln. construction prior to stream crossing and added temporary construction easements on lots 78 and 79.
4. Enlarged open space area in southeast corner of site into adjacent lot area and removed two lots to the west of open space area.

Action:

On February 10, 2006 Staff approved the Preliminary Plan Amendments for Brook Manor #05-MAS-02-A01 as submitted by Bass Lake Road, LLC # 204349 dated Revised 11/28/06 with the following conditions:

1. Prior to construction drawing approval:
   a. A copy of the signed indemnity clause for the Town's files must be provided;
   b. A copy of HOA covenants (before recordation) that documents the developer's restriction on water supply wells/irrigation wells within the subdivision must be provided.
2. Prior to 1st building permit for this project:
   a. A copy of the recorded HOA covenants must be submitted to the Town.

P.O. Box 8
128 S. Main Street
Holly Springs, N.C. 27540
www.hollyspringsnc.us

(919) 552-6221

Fax: (919) 552-5569

Mayor's Office Fax:
(919) 552-0654

Preliminary Plan Amendment

Notice of Action

All conditions originally set forth in the approval by Town Council for Brook Manor #05-MAS-02 as submitted by Walter Heath with Withers & Ravenel Inc., Project Number 204349, dated January 20, 2005 on April 19, 2005 shall remain as follows: (Staff note: Plan Revised March 6, 2005).

1. **Prior to first construction drawing submittal, the following items will be required:**
   a. **Documentation of easements for downstream off-site sewer.**
   b. **The Gable Ridge and Remington Flood Studies will need to be updated to reflect this development and to show that the development of this site would not raise established flood levels. Absolutely no rise in downstream floodplain elevations will be permitted.**
   c. **Written documentation will be required if Riparian Buffer map information differs from field verification.**
   d. **Drainage area map and supporting calculations must be provided and reviewed.**
   e. **Verify size and adequacy of all downstream sewer lines and pump stations.**
2. **A developer's agreement is to be finalized at the May 3, 2005 Town Council meeting that will cover:**
   a. **Widening of sidewalk on the west side of Bass Lake Road to 8' wide along project frontage.**
   b. **Off-site construction of Estes Lane and associated water line including design, permitting, construction, etc., subject to Town Council approval.** ***(Condition # 2 is longer applicable as of 2/21/06).***
3. **Verification of the downstream pump station in regard to capacity to handle development of this project. A fee-in-lieu of pump station upgrade and/or actual upgrade will be required. This decision will be made after documentation for offsite sewer is reviewed by the Town.**
4. **A UDO permit for sign installation in addition to all other applicable permits will need to be secured prior to any sign installation.**
5. **Prior to Final Plat, the following must be completed:**
   a. **Payment of fees-in-lieu of land dedication in the amount of $847/unit.**

Gina M. Bobber, AICP
Director of Planning & Zoning

Scott Hammerbacher
Planner I

CC: File
Lobby
Department of Economic Development
Department of Engineering
Department of Engineering Construction File
Department of Parks & Recreation
Department of Public Works
Department of Utilities

PRELIMINARY SUBDIVISION PLANS FOR

BROOK MANOR

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

TOHS PROJECT NO. 05-MAS-02

SITE DATA

OVERALL AREA	60.0 ACRES
PIN NUMBER	0659.04-50-6596
PROPOSED ZONING	R-10
CURRENT USE	VACANT
PROPOSED NUMBER OF LOTS	141
PROPOSED DENSITY	2.35 DU/AC.
MINIMUM LOT SIZE	10,000 SF
AVERAGE LOT SIZE	12,515 SF
MINIMUM LOT WIDTH	70'
MINIMUM LOT DEPTH	100'
PROPOSED OPEN SPACE/RECREATION AREA	8.41 AC
PROPOSED AREA IN R/W	11.08 AC.
SETBACKS:	
FRONT	30'
REAR	25'
SIDE	20' AGGREGATE 6' MIN.

PER TOWN OF HOLLY SPRINGS REZONING CASE 04-REZ-15:
1. NO SLAB ON GRADE DEVELOPMENT SHALL BE ALLOWED
2. THE AVERAGE LOT SIZE FOR THE DEVELOPMENT SHALL BE NO LESS THAN 11,000 SQUARE FEET.

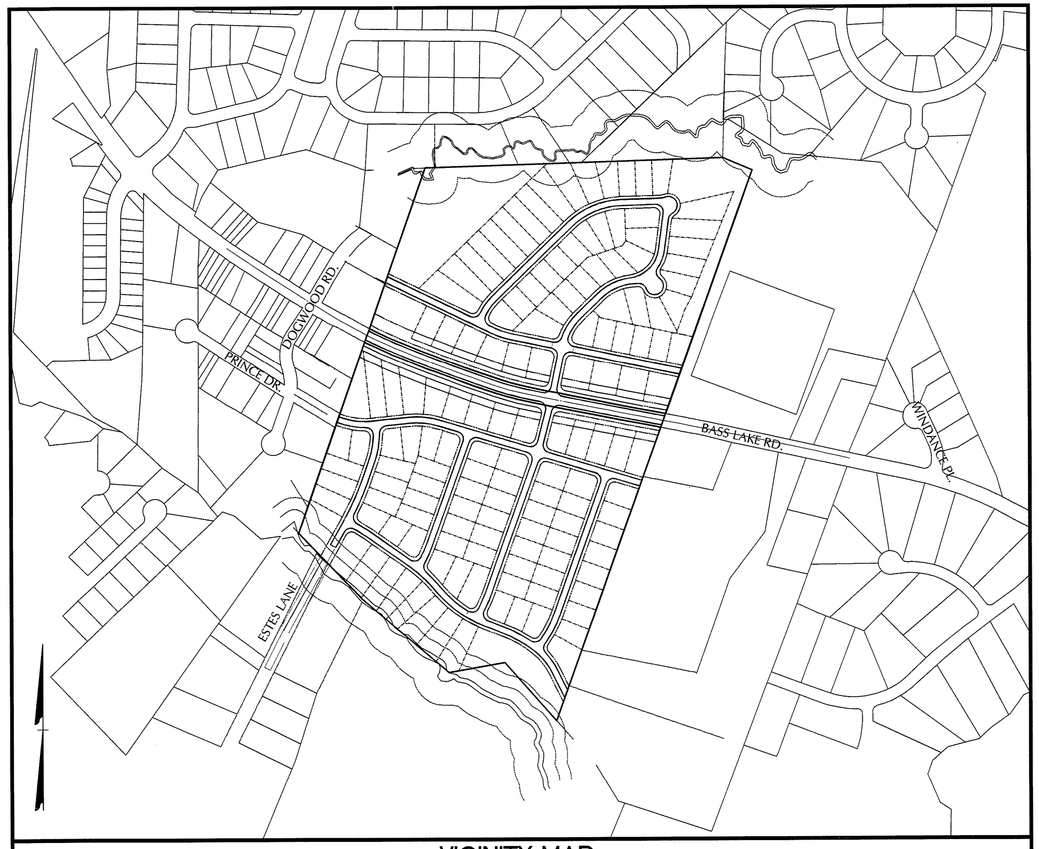
UNITS	STREETS LF	WATER MAIN LF	SEWER MAIN LF	SEWER FLOW GPD
141	9,700	9,700	8,250	35,955

REVISION NOTE

The originally approved subdivision plan has been revised in the following manner:

Reconfigured lot, open space and road layout in northeast corner of site.
Made minor modifications to intersection and surrounding lots in close proximity to southwest property line of site.
Terminated Estes Ln. construction prior to stream crossing and added temporary construction easements on lots 78 and 79.
Enlarged open space area in southeast corner of site into adjacent lot area and removed two lots to the west of open space area.

All pertinent data and calculations relating to these changes have also been updated throughout this plan set.



VICINITY MAP 1" = 300'

INDEX OF SHEETS

LOCATION AND ADJOINER DATA PLAN	SHT 1
EXISTING CONDITIONS PLAN	SHT 2
PRELIMINARY SUBDIVISION PLAN	SHT 3
PRELIMINARY UTILITY PLAN	SHT 4
PRELIMINARY LANDSCAPE PLAN	SHT 5

REVISED 02/21/05
REVISED 03/06/05
REVISED 11/07/05
REVISED 11/28/05

OWNER

Bass Lake Road LLC
14600 Weston Parkway, Suite 300
Cary, North Carolina 27513
(919) 678-8880

DEVELOPER

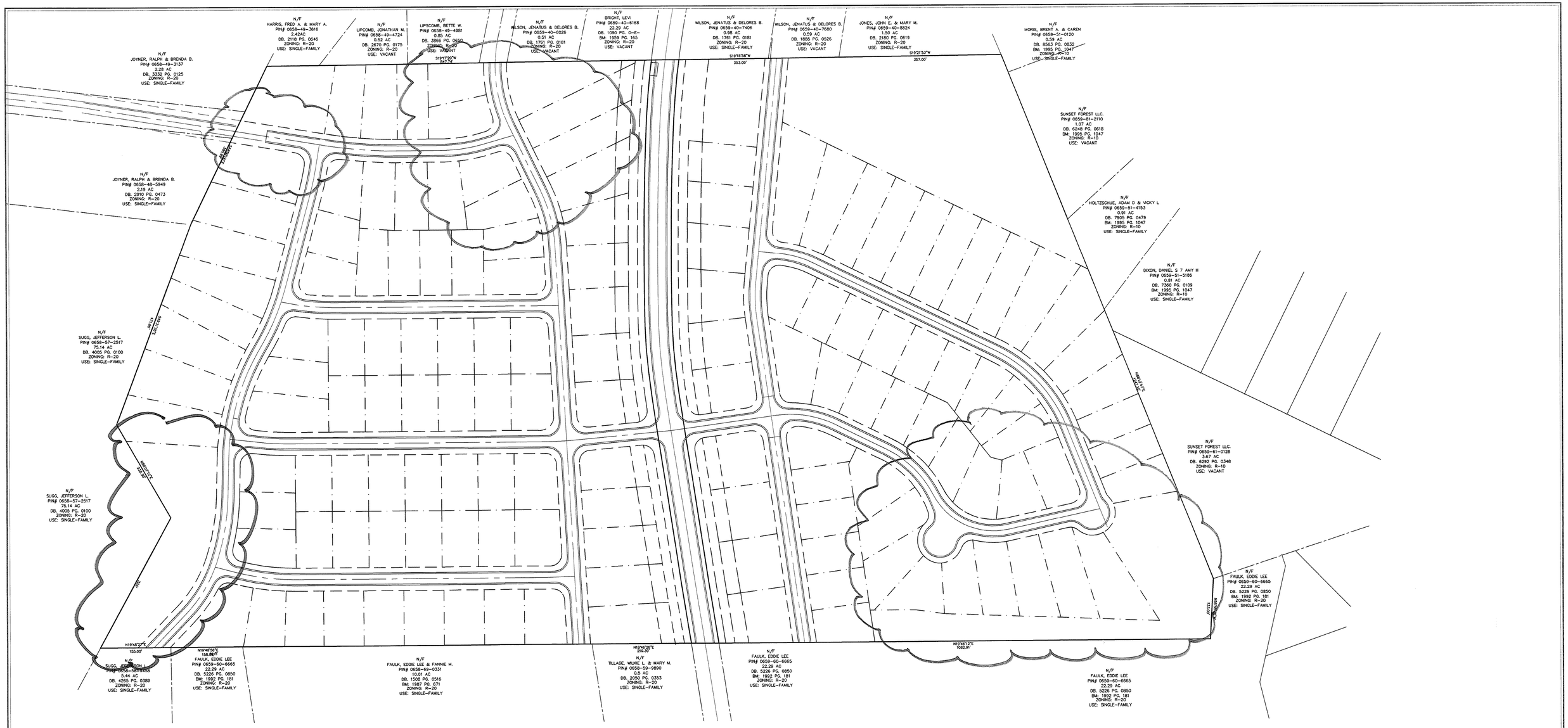
Bass Lake Road LLC
14600 Weston Parkway, Suite 300
Cary, North Carolina 27513
(919) 678-8880

PREPARED BY:

WITHERS & RAVENEL
ENGINEERS I PLANNERS I SURVEYORS
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 20182 ENGINEER PETER D. HEATH



SITE DATA

		OWNER:
ACREAGE	60.0 AC.	MOSELY FAMILY VENTURES LLC 2137 AUBURN LANE WILMINGTON, NORTH CAROLINA 28405
OPEN SPACE/RECREATION ACREAGE	8.41 AC.	
OPEN SPACE/RECREATION ACREAGE REQUIRED (10%)	N/A	
R/W ACREAGE	11.08	
PROPOSED NUMBER OF LOTS	141	
PROPOSED DENSITY (DU/NET ACRE)	2.35	
		APPLICANT/DESIGNER:
MINIMUM LOT SIZE PROPOSED	10,000 SF	WITHERS & RAVENEL, INC. 111 MACKENAN DRIVE CARY, NORTH CAROLINA 27511 TEL. 919-469-3340 FAX. 919-467-6008 ATTN: WALTER D. HEATH IV, PE
AVERAGE LOT SIZE	12,515 SF	
LF OF STREETS	9,700 LF	
LF OF WATERLINE	9,700 LF	
LF OF SEWER LINES	8,250 LF	
AVERAGE SEWER FLOW (255 GPD/LOT)	35,955 GPD	
		DEVELOPER:
SETBACKS		BASS LAKE ROAD LLC 14600 WESTON PARKWAY, SUITE 300 CARY, NORTH CAROLINA 27513 (919) 678-8880
FRONT YARD	30'	
SIDE YARD	20' AGG. (6' MIN.)	
REAR YARD	25'	
WAKE COUNTY PIN NUMBER	0659.04-50-6596	

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AND DETAILS.
2. BOUNDARY INFORMATION IS BASED ON BOUNDARY SURVEY BY WITHERS & RAVENEL, INC.
3. TOPOGRAPHIC INFORMATION BASED ON TOPOGRAPHIC SURVEY BY WITHERS & RAVENEL, INC.
4. ALL ADJOINER ZONING INFORMATION IS TOWN OF HOLLY SPRINGS ZONING UNLESS UNLESS NOTED OTHERWISE.
5. ALL INTERSECTION SIGHT TRIANGLES ARE 15'x250' AND LOCATED WITHIN STREET ROW'S OR SHOWN OTHERWISE.
6. COMMON OPEN SPACE SHALL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
7. WETLANDS AND RIPARIAN BUFFERS DELINEATED BY SOIL & ENVIRONMENTAL CONSULTANTS.
8. DELINEATED WETLAND AND RIPARIAN BUFFER AREAS SHALL NOT BE CLEARED, DRAINED, OR OTHERWISE DISTURBED UNLESS SPECIFICALLY PERMITTED BY THE U.S. ARMY CORPS OF ENGINEERS AND NCDENR-DWQ.
9. THE RESTRICTIVE COVENANTS FOR THE SUBDIVISION SHALL BE RECORDED AT WAKE COUNTY REGISTER OF DEEDS PRIOR TO THE RECORDATION OF ANY LOTS.
10. ALL STREETS SHALL BE PUBLIC.
11. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION CAN BEGIN. ALL APPLICABLE FEES SHALL ALSO BE PAID PRIOR TO CONSTRUCTION DRAWING APPROVAL ON A PHASE BY PHASE BASIS.
12. THE DEVELOPER IS SOLELY RESPONSIBLE FOR THE COST & COORDINATION WITH CP&L OF THE RELOCATION OR REMOVAL OF ANY ONSITE OVERHEAD POWER POLES AND LINES.
13. FEMA 100 YR. FLOOD PLAIN SHOWN BASED ON GIS DATA.
14. TREE PROTECTION FENCING SHALL BE PROVIDED ALONG ALL VEGETATED RIPARIAN AND VEGETATED PERIMETER BUFFER AREAS.
15. ALL ONSITE POWER LINES WILL BE PROVIDED UNDERGROUND TO CP&L STANDARDS.
16. PARKS AND RECREATION FEE WILL BE FINALIZED PRIOR TO LOT RECORDING.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA
PROFESSIONAL ENGINEER
WALTER D. HEATH IV

100 0 100 200
SCALE: 1" = 100'

No.	Revision	Date	By

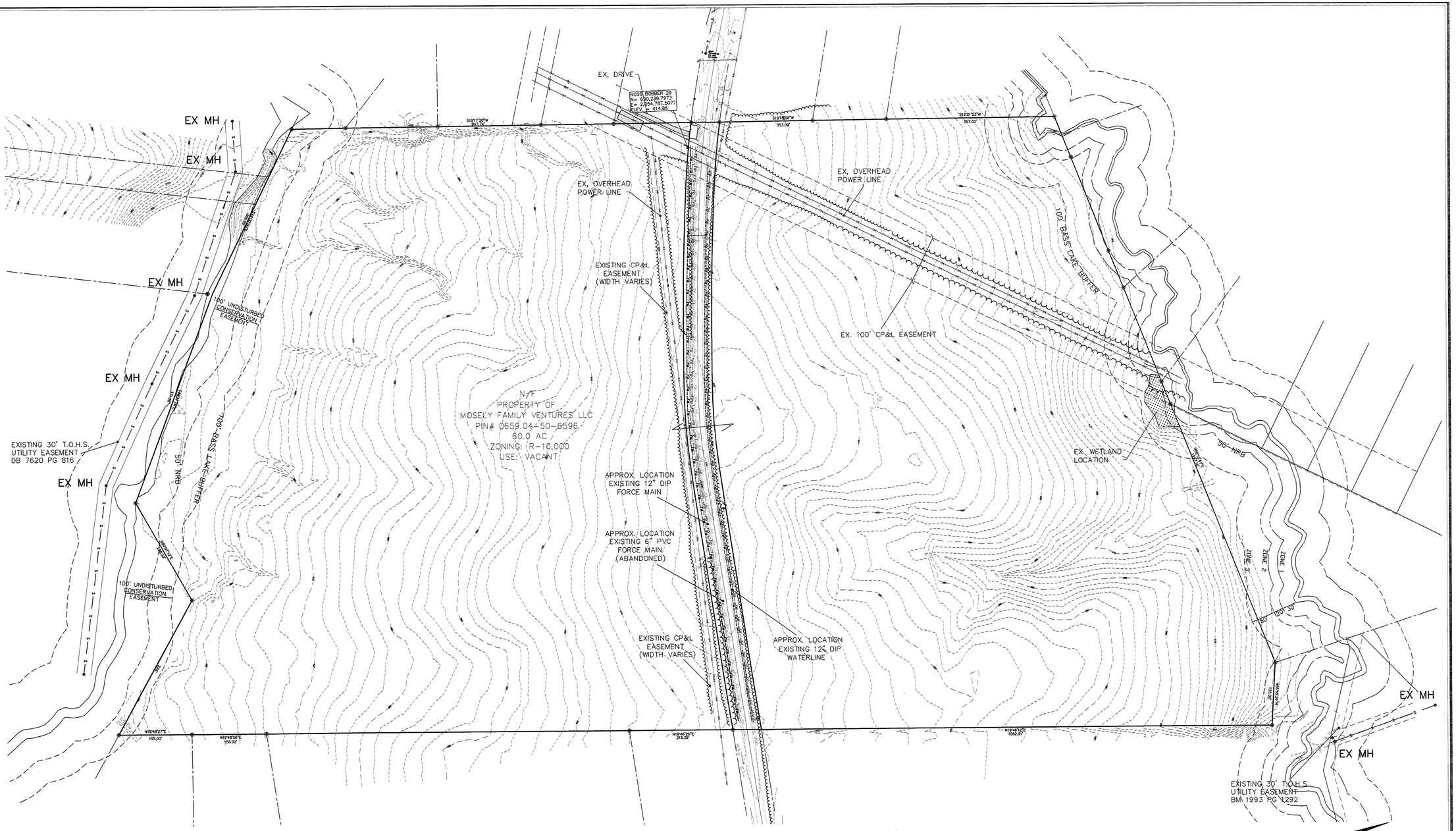
Designer: W&R	Scale: 1"=100'
Drawn By: MS	Date: 01/20/05
Checked By: JAB	Job No.: 204349

BROOK MANOR SUBDIVISION
HOLLY SPRINGS, NORTH CAROLINA

BOUNDARY & ADJOINER DATA PLAN

WITHERS & RAVENEL
ENGINEERS I PLANNERS I SURVEYORS
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

Sheet No. 1



Notes:

1. TOPOGRAPHIC INFORMATION FROM SURVEY BY WITHERS & RAVENEL, INC.
2. NO PORTION OF THIS TRACT IS LOCATED WITHIN A FEMA DESIGNATED FLOOD ZONE PER FIRM MAP 3718 3C0660 E, LAST PUBLISHED AND REVISED 03/03/92.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. METAL STAKES SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
5. TRACT IS ZONED R-10.
6. WAKE COUNTY PARCEL NUMBERS (P.I.N.) 0659-50-6596.
7. THIS PROPERTY LIES WITHIN THE NEUSE RIVER BASIN, AND PORTIONS OF THE PROPERTY MAY BE SUBJECT TO PROTECTIVE BUFFERS AS DEFINED BY NCDENR.
8. THE EXISTING SITE VEGETATION CONSISTS OF VARIABLE DENSITY, MATURE HARDWOOD GROWTH. THE AVERAGE MAXIMUM TREE CALIPER IS 15".
9. FOR DETAILED ADJOINER INFORMATION, SEE SHEET 1.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 29183 PETER D. HEATH

100 0 100 200
SCALE: 1" = 100'

No.	Revision	Date	By

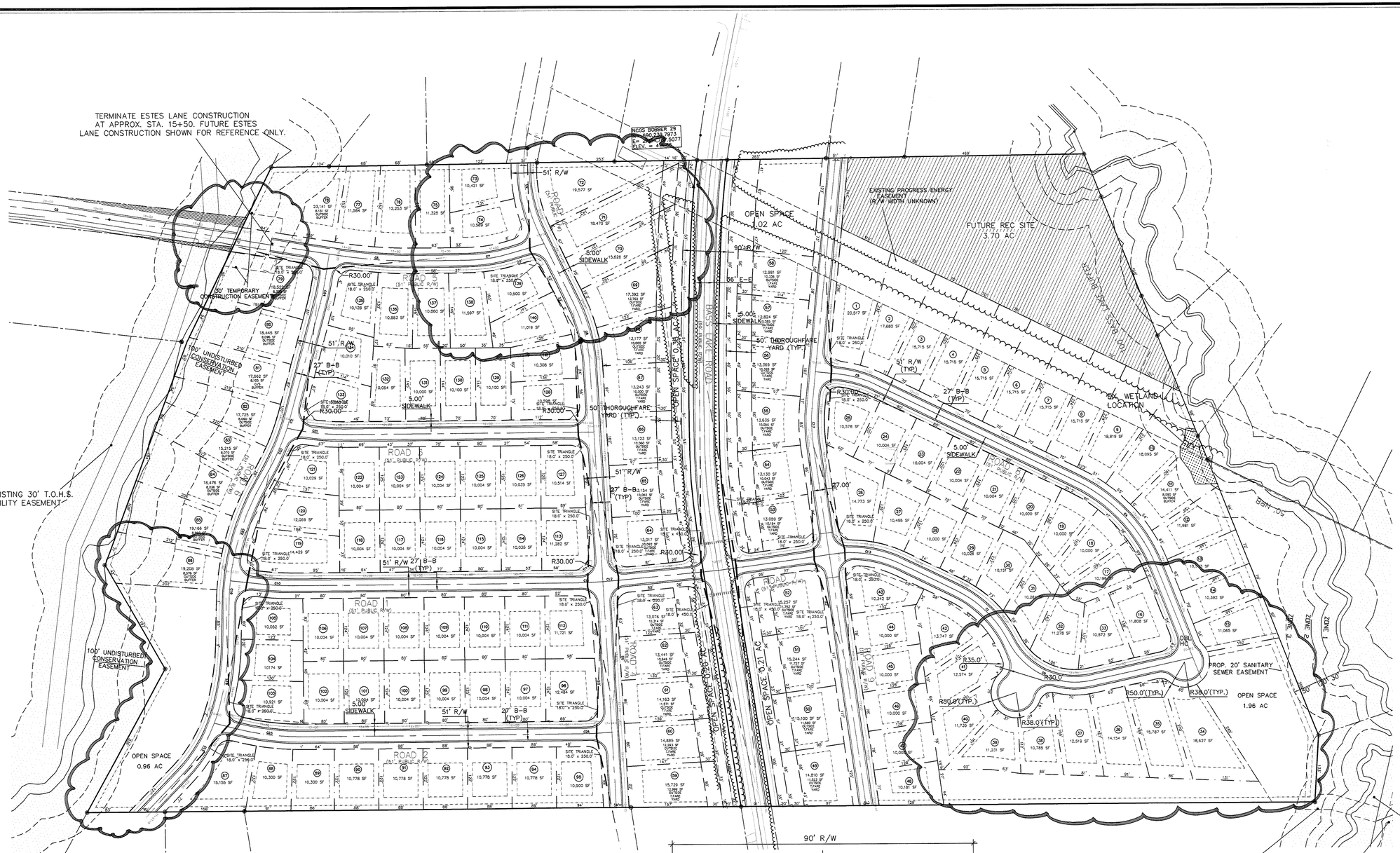
Designer W&R	Scale 1"=100'
Drawn By MS	Date 01/19/05
Checked By JAR	Job No. 204349

BROOK MANOR SUBDIVISION
HOLLY SPRINGS, NORTH CAROLINA

EXISTING CONDITIONS PLAN

WITHERS & RAVENEL
ENGINEERS I PLANNERS I SURVEYORS
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

Sheet No. 2



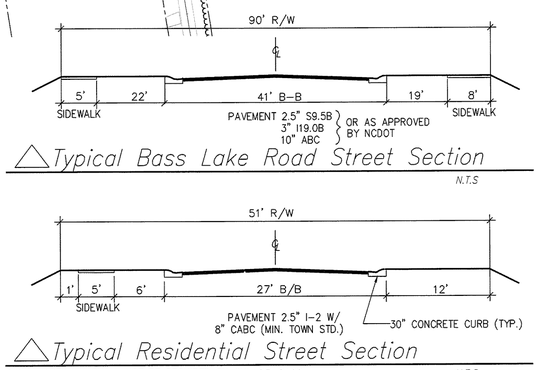
LINE TABLE		
LINE	LENGTH	BEARING
L1	186.84	S29°03'35"W
L2	11.60	S29°03'35"W
L3	41.21	N19°26'53"E
L4	60.13	N73°11'27"W
L5	298.38	N73°11'27"W
L6	299.84	N73°11'27"W
L7	149.93	N73°11'27"W
L8	555.00	S19°46'14"W
L10	48.40	N34°27'45"E
L11	84.75	S68°38'21"E
L12	66.34	S26°16'16"W
L13	555.44	S19°46'14"W
L14	27.75	N40°34'13"W
L15	497.14	S19°46'14"W
L16	222.13	N54°58'36"W
L17	53.32	N60°56'25"W
L18	9.21	S46°51'53"E
L19	141.40	N60°37'37"W
L20	203.45	S14°32'07"W
L21	29.76	N78°54'31"W
L22	26.49	N78°54'31"W
L23	53.03	N78°45'26"W
L24	50.87	N78°48'16"W
L25	28.97	N62°48'54"W
L26	49.85	N64°38'10"W
L27	50.63	N66°10'32"W
L28	52.76	N67°28'55"W
L29	50.73	N68°01'50"W
L30	50.62	N68°30'50"W
L31	49.75	N69°04'43"W
L32	50.90	N69°29'28"W
L33	49.15	N69°51'17"W
L34	49.91	N70°08'21"W
L35	50.68	N70°27'35"W
L36	51.81	N71°02'17"W
L37	49.93	N72°53'32"W
L38	49.53	N75°30'45"W
L39	50.83	N77°24'33"W
L40	53.54	N78°30'29"W
L41	51.40	N78°51'27"W
L42	55.87	N78°44'01"W
L43	52.55	N78°43'02"W
L44	50.93	N78°46'02"W
L45	105.62	N79°06'12"W
L46	28.49	N78°56'19"W
L47	224.17	S11°52'34"W
L48	8.95	S11°50'39"W
L49	68.58	S64°23'52"E
L50	220.75	S78°09'21"E
L51	505.33	S78°09'21"E
L52	427.11	S64°23'52"E
L53	43.27	S25°36'08"W
L54	402.76	S45°58'00"W
L55	189.44	S88°11'20"W
L56	166.52	S88°11'20"W
L57	295.82	S45°58'00"W
L58	80.42	S45°58'00"W
L59	62.95	N44°02'00"W
L60	19.22	N01°48'40"W
L61	28.94	N60°55'52"W
L62	34.54	S69°01'45"E
L63	101.95	N26°11'21"W

CURVE TABLE		
CURVE	LENGTH	RADIUS
C0	197.29	150.00
C1	148.28	230.00
C2	42.98	1000.00
C3	29.72	500.00
C4	235.81	320.00
C5	81.75	230.00
C6	167.76	1000.00
C7	85.94	320.00
C8	127.05	320.00
C9	195.25	300.00
C10	56.73	500.00
C11	63.61	1000.00
C12	27.76	1000.00
C13	136.98	230.00
C14	76.84	320.00
C15	134.81	300.00
C16	145.76	500.00
C17	76.84	320.00
C18	52.04	500.00
C19	42.85	500.00
C20	202.10	500.00
C21	114.73	500.00
C22	96.00	500.00
C23	128.21	500.00
C24	52.04	500.00
C25	25.84	500.00
C26	114.73	500.00
C27	56.73	500.00

DEVELOPER INFORMATION

DEVELOPER: BASS LAKE ROAD LLC
14600 WESTON PARKWAY, SUITE 300
CARY, NORTH CAROLINA 27513
(919) 678-8880

ENGINEERS: WITHERS & RAVENEL, INC.
111 MACKENAN DRIVE
CARY, N.C. 27511
ATTENTION: WALTER D. HEATH IV, P.E.
PHONE: 919-469-3340
FAX 919-467-6008



Typical Bass Lake Road Street Section

N.T.S

Typical Residential Street Section

NOTE: SIDEWALK SHALL NOT BE REQUIRED ON CUL-DE-SACS

N.T.S

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AND DETAILS.
2. BOUNDARY INFORMATION IS BASED ON SURVEY BY WITHERS & RAVENEL, INC.
3. TOPO INFORMATION ON THIS SHEET BASED ON SURVEY BY WITHERS & RAVENEL, INC.
4. ALL ADJOINER ZONING INFORMATION IS TOWN OF HOLLY SPRINGS ZONING UNLESS UNLESS NOTED OTHERWISE.
5. ALL INTERSECTION SIGHT TRIANGLES ARE 15'x250' AND LOCATED WITHIN STREET ROW'S OR SHOWN OTHERWISE.
6. COMMON OPEN SPACE SHALL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
7. WETLANDS AND RIPARIAN BUFFERS DELINEATED BY SOIL & ENVIRONMENTAL CONSULTANTS.
8. DELINEATED WETLAND AND RIPARIAN BUFFER AREAS SHALL NOT BE CLEARED, DRAINED, OR OTHERWISE DISTURBED UNLESS SPECIFICALLY PERMITTED BY THE U.S. ARMY CORPS OF ENGINEERS AND NCDENR-DWQ.
9. THE RESTRICTIVE COVENANTS FOR THE SUBDIVISION SHALL BE RECORDED AT WAKE COUNTY REGISTER OF DEEDS PRIOR TO THE RECORDATION OF ANY LOTS.
10. ALL STREETS SHALL BE PUBLIC.
11. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION CAN BEGIN. UTILITY & APPLICABLE FEES SHALL ALSO BE PAID PRIOR TO CONSTRUCTION DRAWING APPROVAL ON A PHASE BY PHASE BASIS.
12. THE DEVELOPER IS SOLELY RESPONSIBLE FOR THE COST & COORDINATION WITH CP&L OF THE RELOCATION OR REMOVAL OF ANY ONSITE OVERHEAD POWER POLES AND LINES.
13. FEMA 100 YR. FLOOD PLAIN SHOWN BASED ON GIS DATA.
14. TREE PROTECTION FENCING SHALL BE PROVIDED ALONG ALL VEGETATED RIPARIAN AND VEGETATED PERIMETER BUFFER AREAS.
15. ALL ONSITE POWER LINES WILL BE PROVIDED UNDERGROUND TO CP&L STANDARDS.
16. PARKS AND RECREATION FEE WILL BE FINALIZED PRIOR TO LOT RECORDING.
17. NO FILL MATERIAL MAY BE ADDED TO NRB ZONE 1 (INNER 30') AND NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE BUFFER AREAS.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 29183 WALTER D. HEATH

100 0 100 200
SCALE: 1" = 100'

No.	Revision	Date	By

Designer: W&R	Scale: 1"=100'
Drawn By: MS	Date: 01/19/05
Checked By: JAB	Job No.: 204349

BROOK MANOR SUBDIVISION
HOLLY SPRINGS, NORTH CAROLINA

SUBDIVISION PLAN

WITHERS & RAVENEL
ENGINEERS | PLANNERS | SURVEYORS
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

Sheet No. 3



UTILITY NOTES:

1. ALL PROPOSED SANITARY SEWER SHALL BE 8" PVC UNLESS OTHERWISE NOTED.
2. ALL PROPOSED WATERLINE SHALL BE 8" DIP UNLESS OTHERWISE NOTED.

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA
ENGINEER
EXPIRES 2006
PETER D. HEATH

100 0 100 200
SCALE: 1" = 100'

No.	Revision	Date	By

Designer W&R	Scale 1"=100'
Drawn By MS	Date 01/20/05
Checked By JAB	Job No. 204349

BROOK MANOR SUBDIVISION
HOLLY SPRINGS, NORTH CAROLINA

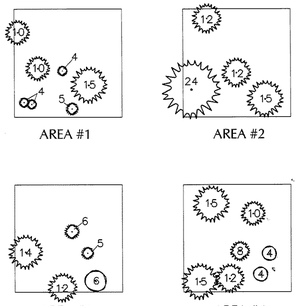
PRELIMINARY UTILITY PLAN

WITHERS & RAVENEL
ENGINEERS I PLANNERS I SURVEYORS
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

Sheet No. 4

SAMPLE 20'x20' EXISTING B-225 VEGETATION AREAS

NOT TO SCALE



LEGEND:

8" OAK

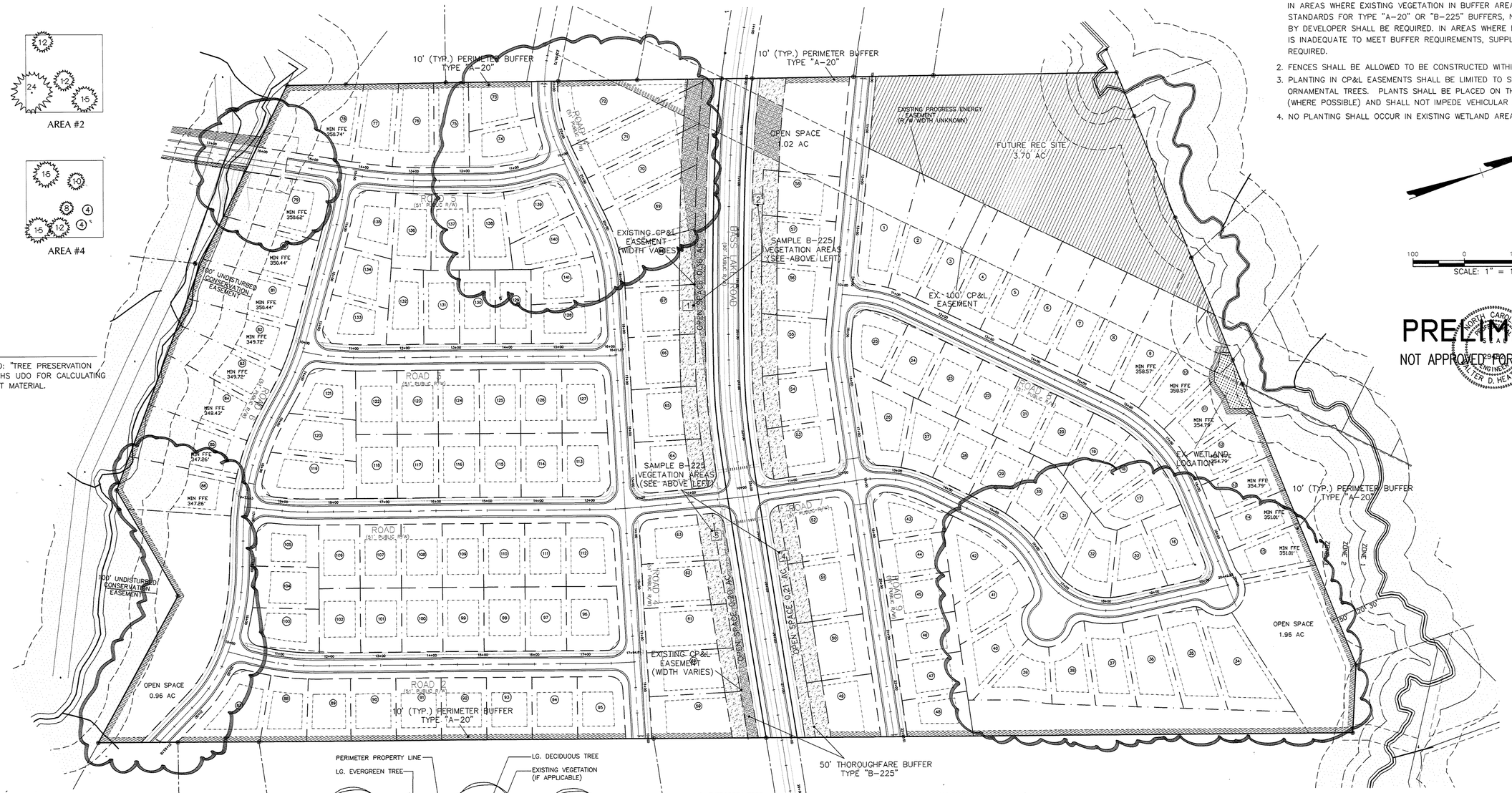
10" PINE

NOTE:

REFER TO TABLE 7.01-D: "TREE PRESERVATION CREDITS" WITHIN THE TOHS UDO FOR CALCULATING PUV FOR EXISTING PLANT MATERIAL.

NOTES:

1. DEVELOPER SHALL PRESERVE EXISTING VEGETATION WHERE POSSIBLE. IN AREAS WHERE EXISTING VEGETATION IN BUFFER AREAS MEETS OR EXCEEDS STANDARDS FOR TYPE "A-20" OR "B-225" BUFFERS, NO ADDITIONAL PLANTINGS BY DEVELOPER SHALL BE REQUIRED. IN AREAS WHERE EXISTING BUFFER VEGETATION IS INADEQUATE TO MEET BUFFER REQUIREMENTS, SUPPLEMENTAL PLANTINGS MAY BE REQUIRED.
2. FENCES SHALL BE ALLOWED TO BE CONSTRUCTED WITHIN PERIMETER BUFFERS.
3. PLANTING IN CP&L EASEMENTS SHALL BE LIMITED TO SHRUBS AND SMALL ORNAMENTAL TREES. PLANTS SHALL BE PLACED ON THE EDGES OF EASEMENTS (WHERE POSSIBLE) AND SHALL NOT IMPEDE VEHICULAR ACCESS TO EASEMENTS.
4. NO PLANTING SHALL OCCUR IN EXISTING WETLAND AREA.



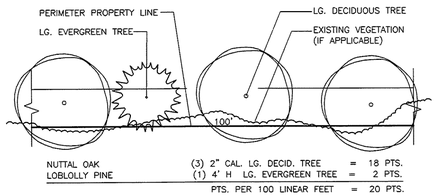
PRELIMINARY

NOT APPROVED FOR CONSTRUCTION

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER WALTER D. HEATH

LEGEND:

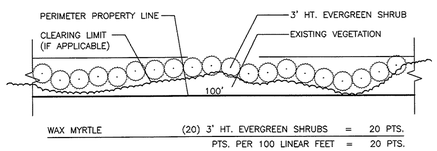
- TYPE "B-225" 50' THOROUGHFARE BUFFER (TYPICAL)
- TYPE "B-225" 50' THOROUGHFARE BUFFER INSIDE CP&L EASEMENT
- TYPE "A-20" 10' PERIMETER BUFFER (TYPICAL)
- TYPE "A-20" 10' PERIMETER BUFFER INSIDE CP&L EASEMENT



NUTTAL OAK	(3) 2" CAL. LG. DECID. TREE	= 18 PTS.
LOBLOLLY PINE	(1) 4' H LG. EVERGREEN TREE	= 2 PTS.
	PTS. PER 100 LINEAR FEET	= 20 PTS.

PERIMETER BUFFER (TYPE "A-20") - TYPICAL

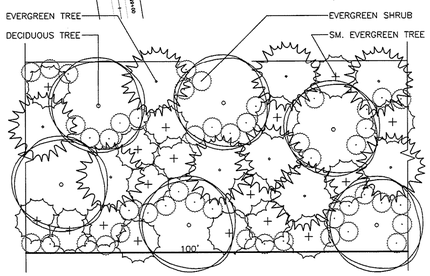
NOT TO SCALE



WAX MYRTLE	(20) 3' HT. EVERGREEN SHRUBS	= 20 PTS.
	PTS. PER 100 LINEAR FEET	= 20 PTS.

PERIMETER BUFFER (TYPE "A-20") - UTILITY EASEMENT

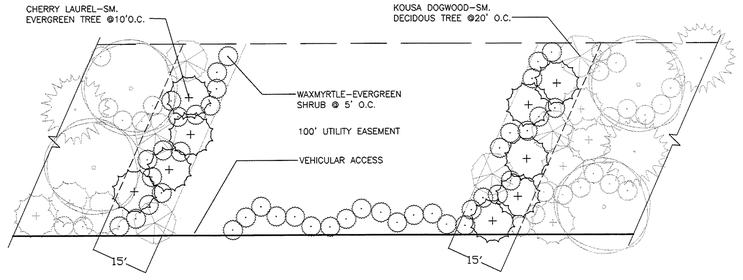
NOT TO SCALE



NUTTAL OAK	(6) 2.5" CAL. DECIDUOUS TREE	= 48 PTS.
CAROLINA CHERRY LAUREL	(17) 6' HT. SM. EVERGREEN TREE	= 85 PTS.
LOBLOLLY PINE	(9) 6' HT. LG. EVERGREEN TREE	= 45 PTS.
WAX MYRTLE	(47) 3' HT. EVERGREEN SHRUBS	= 47 PTS.
	PTS. PER 100 LINEAR FEET	= 225 PTS.

THOROUGHFARE BUFFER (TYPE "B-225") - TYPICAL

NOT TO SCALE



THOROUGHFARE BUFFER (TYPE "B-225") - UTILITY EASEMENT

NOT TO SCALE

No.	Revision	Date	By

Designer: WDH	Scale: 1"=100'
Drawn By: MS	Date: 01/20/05
Checked By: JAB	Job No.: 204349

BROOK MANOR SUBDIVISION

HOLLY SPRINGS, NORTH CAROLINA

PRELIMINARY LANDSCAPE PLAN

WITHERS & RAVENEL

ENGINEERS I PLANNERS I SURVEYORS

111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

Sheet No. 5

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

Public Hearings
Title: Duke Friendship Substation (Deer Path Rd.) Voluntary Annexation A25-07 - 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 A25-07

Explanation:

- The Town has received a petition for voluntary annexation of 51.057 +/- acres.
- The property is located at Deer Path Road and is owned by Duke Progress Energy.
- The majority of the parcel is in the Town's Extraterritorial Jurisdiction (ETJ) and is contiguous with the Town Limits. A small portion of the property is in Wake County jurisdiction only and not in the ETJ.
- The annexation must occur prior to consideration of rezoning for the portion of the parcel in Wake County jurisdiction.
- The parcel is being annexed with the rezoning and development plan for the Duke Energy Substation.

Background:

- The property is mostly in the town's ETJ and partially in unincorporated Wake County.
- The property meets all statutory requirements for annexation.
- Staff requested feedback from all departments and no concerns were raised.

Funding Source(s):
N/A

Attachment(s):
1. A25-07 map 51.057 acres
2. Resolution of Sufficiency - signed
3. A25-07 - Ordinance - Draft

Annexation Information

Annexation Number

A25-07

Total Acres

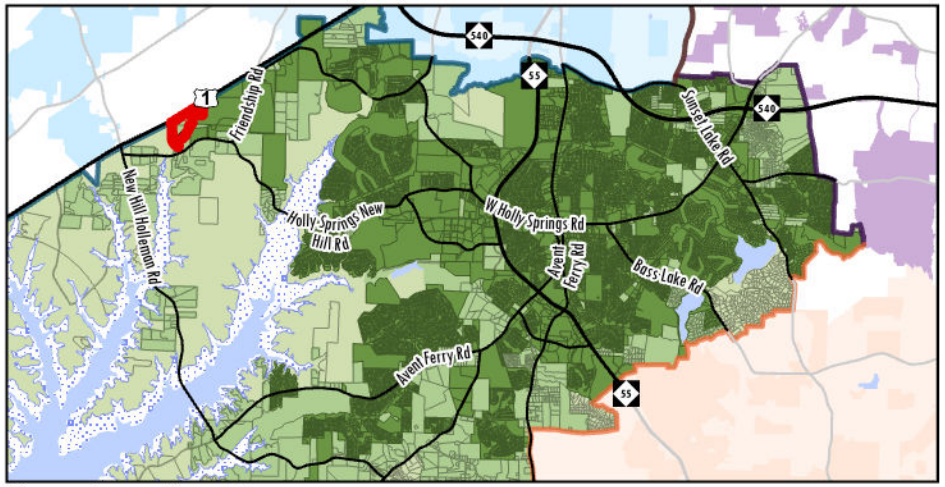
51.057 +/- | Deed Acres

Property Address

Deer Path 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 Lake

Future Lake Level

Parcels

Resolution No. 25-39
Date Adopted: September 16, 2025
Annexation No.: A25-07

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:
Commencing from National Geodetic Survey monument, "Chill," having North Carolina Grid Coordinates (NAD83 2001 datum), Northing: 698,511.61 feet and Easting: 2,020,618.01 feet; thence North 68°16'32" East a ground distance of 3,623.97 feet (a grid distance of 3,623.57 feet) to a control nail set; thence North 47°59'09" East a distance of 310.11 feet to an set rebar on the southern right of way line of U.S. Highway 1, a variable width public right of way as shown on Book of Maps 1996, page 393 in the Wake County Register of Deeds, the point of beginning; thence from the beginning and with the southern right of way line of U.S. Highway 1, North 58°30'30" East a distance of 547.37 feet to an existing concrete monument; thence North 58°36'20" East a distance of 898.44 feet to an existing concrete monument; thence North 58°35'39" East a distance of 635.82 feet to an existing iron pipe, being the northwestern corner of lands now or formerly owned by Amgen, Inc., as shown as Lot 2 on Book of Maps 2021, page 2063; thence leaving the southern right of way line of U.S. Highway 1 and with said common line, South 00°42'41" West a distance of 776.39 feet to an existing iron pipe with cap and tac; thence North 87°12'40" West a distance of 473.20 feet to an existing iron pipe with cap and tac; thence South 27°44'56" West a distance of 104.72 feet to an existing iron pipe; thence South 38°36'22" West a distance of 224.76 feet to an existing iron pipe; thence South 16°17'01" West a distance of 144.16 feet to an existing iron pipe; thence South 13°31'09" East a distance of 109.13 feet to an existing iron pipe; thence South 06°00'45" West a distance of 76.97 feet to an existing iron pipe on the northern line of lands now or formerly owned by Duke Energy Progress, LLC, as shown as Lot 2 on Book of Maps 2021, page 1935; thence with said common line, North 87°01'16" West a distance of 69.57 feet to an existing iron pipe; thence South 02°48'59" West a distance of 92.25 feet to an existing iron pipe; thence North 89°48'52" West a distance of 124.93 feet to a point; thence leaving said

common line, and across the lands now or formerly owned by Duke Energy Progress, LLC, as shown as Lot 2 on Book of Maps 2021, page 1935, South 01°09'54" West a distance of 194.30 feet to a point; thence South 29°05'31" West a distance of 148.20 feet to a point; thence South 28°18'09" West a distance of 541.48 feet to a point; thence South 62°18'01" West a distance of 587.47 feet to a point; thence South 31°43'07" East a distance of 351.60 feet to a point; thence South 55°45'11" West a distance of 100.10 feet to a point on the eastern right of way line of Deer Path Road, a 60 foot public right of way as shown on Carolina Power and Light Reference Drawing L-D-2227; thence with the eastern right of way line of Deer Path Road, North 31°26'34" West a distance of 108.27 feet to a point; thence leaving the eastern right of way line of Deer Path Road, South 58°32'03" West a distance of 30.01 feet to an existing iron stake in the center of Deer Path Road, being a northern corner of lands now or formerly owned by Bryan M. Margaria, as described in Deed Book 14920, page 1104; thence with said common line, South 47°24'36" West a distance of 30.57 feet to a point on the western right of way line of Deer Path Road; thence leaving said common line and with the western right of way line of Deer Path Road, North 31°26'34" West a distance of 5.92 feet to a point; thence North 31°26'34" West a distance of 91.37 feet to a point; thence North 34°29'59" West a distance of 147.70 feet to a point; thence North 40°10'25" West a distance of 45.49 feet to a point; thence North 39°58'05" West a distance of 75.08 feet to a point; thence North 34°42'20" West a distance of 61.02 feet to a point; thence with a curve to the right a radius of 216.43 feet, an arc length of 112.89 feet, a chord bearing of North 19°45'45" West, a chord length of 111.61 feet to a point; thence North 04°49'11" West a distance of 67.43 feet to a point; thence North 00°19'12" East a distance of 91.71 feet to a point; thence North 01°16'33" East a distance of 26.44 feet to a point; thence with a curve to the left a radius of 9237.85 feet, an arc length of 275.64 feet, a chord bearing of North 00°29'53" East, a chord length of 275.63 feet to a point; thence North 00°26'01" West a distance of 44.01 feet to a point; thence North 02°24'24" West a distance of 80.30 feet to a point; thence North 00°53'41" West a distance of 211.70 feet to a point; thence with a curve to the left a radius of 849.51 feet, an arc length of 55.67 feet, a chord bearing of North 03°01'31" West, a chord length of 55.66 feet to a point; thence North 04°39'01" West a distance of 22.65 feet to a point; thence North 10°41'28" West a distance of 63.40 feet to a point; thence leaving the western right of way line of Deer Path Road and across the lands now or formerly owned by Duke Energy Progress, LLC, as described in Deed Book 2168, page 476, North 30°16'43" West a distance of 140.81 feet to a point on the southern right of way line of U.S. Highway 1; thence with the southern right of way line of U.S. Highway 1, with a curve to the left a radius of 11589.16 feet, an arc length of 409.74 feet, a chord bearing of North 59°35'59" East, a chord length of 409.72 feet to the point and place of beginning, containing an area of 2,223,847 square feet or 51.06 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, October 21, 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 16th day of September, 2025.

ATTEST:

Sean Mayefskie, Mayor

Linda C. McKinney, Town Clerk

Annexation Ordinance No.: **A25-07**

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 21st day of October, 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:

Commencing from National Geodetic Survey monument, "Chill," having North Carolina Grid Coordinates (NAD83 2001 datum), Northing: 698,511.61 feet and Easting: 2,020,618.01 feet; thence North 68°16'32" East a ground distance of 3,623.97 feet (a grid distance of 3,623.57 feet) to a control nail set; thence North 47°59'09" East a distance of 310.11 feet to an set rebar on the southern right of way line of U.S. Highway 1, a variable width public right of way as shown on Book of Maps 1996, page 393 in the Wake County Register of Deeds, the point of beginning; thence from the beginning and with the southern right of way line of U.S. Highway 1, North 58°30'30" East a distance of 547.37 feet to an existing concrete monument; thence North 58°36'20" East a distance of 898.44 feet to an existing concrete monument; thence North 58°35'39" East a distance of 635.82 feet to an existing iron pipe, being the northwestern corner of lands now or formerly owned by Amgen, Inc., as shown as Lot 2 on

Book of Maps 2021, page 2063; thence leaving the southern right of way line of U.S. Highway 1 and with said common line, South 00°42'41" West a distance of 776.39 feet to an existing iron pipe with cap and tac; thence North 87°12'40" West a distance of 473.20 feet to an existing iron pipe with cap and tac; thence South 27°44'56" West a distance of 104.72 feet to an existing iron pipe; thence South 38°36'22" West a distance of 224.76 feet to an existing iron pipe; thence South 16°17'01" West a distance of 144.16 feet to an existing iron pipe; thence South 13°31'09" East a distance of 109.13 feet to an existing iron pipe; thence South 06°00'45" West a distance of 76.97 feet to an existing iron pipe on the northern line of lands now or formerly owned by Duke Energy Progress, LLC, as shown as Lot 2 on Book of Maps 2021, page 1935; thence with said common line, North 87°01'16" West a distance of 69.57 feet to an existing iron pipe; thence South 02°48'59" West a distance of 92.25 feet to an existing iron pipe; thence North 89°48'52" West a distance of 124.93 feet to a point; thence leaving said common line, and across the lands now or formerly owned by Duke Energy Progress, LLC, as shown as Lot 2 on Book of Maps 2021, page 1935, South 01°09'54" West a distance of 194.30 feet to a point; thence South 29°05'31" West a distance of 148.20 feet to a point; thence South 28°18'09" West a distance of 541.48 feet to a point; thence South 62°18'01" West a distance of 587.47 feet to a point; thence South 31°43'07" East a distance of 351.60 feet to a point; thence South 55°45'11" West a distance of 100.10 feet to a point on the eastern right of way line of Deer Path Road, a 60 foot public right of way as shown on Carolina Power and Light Reference Drawing L-D-2227; thence with the eastern right of way line of Deer Path Road, North 31°26'34" West a distance of 108.27 feet to a point; thence leaving the eastern right of way line of Deer Path Road, South 58°32'03" West a distance of 30.01 feet to an existing iron stake in the center of Deer Path Road, being a northern corner of lands now or formerly owned by Bryan M. Margaria, as described in Deed Book 14920, page 1104; thence with said common line, South 47°24'36" West a distance of 30.57 feet to a point on the western right of way line of Deer Path Road; thence leaving said common line and with the western right of way line of Deer Path Road, North 31°26'34" West a distance of 5.92 feet to a point; thence North 31°26'34" West a distance of 91.37 feet to a point; thence North 34°29'59" West a distance of 147.70 feet to a point; thence North 40°10'25" West a distance of 45.49 feet to a point; thence North 39°58'05" West a distance of 75.08 feet to a point; thence North 34°42'20" West a distance of 61.02 feet to a point; thence with a curve to the right a radius of 216.43 feet, an arc length of 112.89 feet, a chord bearing of North 19°45'45" West, a chord length of 111.61 feet to a point; thence North 04°49'11" West a distance of 67.43 feet to a point; thence North 00°19'12" East a distance of 91.71 feet to a point; thence North 01°16'33" East a distance of 26.44 feet to a point; thence with a curve to the left a radius of 9237.85 feet, an arc length of 275.64 feet, a chord bearing of North 00°29'53" East, a chord length of 275.63 feet to a point; thence North 00°26'01" West a distance of 44.01 feet to a point; thence North 02°24'24" West a distance of 80.30 feet to a point; thence North 00°53'41" West a distance of 211.70 feet to a point; thence with a curve to the left a radius of 849.51 feet, an arc length of 55.67 feet, a chord bearing of North 03°01'31" West, a chord length of 55.66 feet to a point; thence North 04°39'01" West a distance of 22.65 feet to a point; thence North 10°41'28" West a distance of 63.40 feet to a point; thence leaving the western right of way line of Deer Path Road and across the lands now or formerly owned by Duke Energy Progress, LLC, as described in Deed Book 2168, page 476, North 30°16'43" West a distance of 140.81 feet to a point on the southern right of way line of U.S. Highway 1; thence with the southern right of way line of U.S. Highway 1, with a curve to the left a radius of 11589.16 feet, an arc length of 409.74 feet, a chord bearing of North 59°35'59" East, a chord length of 409.72 feet to the point and place of beginning, containing an area of 2,223,847 square feet or 51.06 acres.

Adopted this, the 21st day of October, 2025.

ATTEST TO:

_____
Linda C. McKinney, Town Clerk

_____
Sean Mayefskie, Mayor

I, Linda C. McKinney, 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 October 21st, 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 21st day of October, 2025.

_____
Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

Public Hearings
Title: Comprehensive Plan Amendment 25-CPA-01 Sections 4 Community Facilities, 5 Infrastructure & Utilities, and 6 Natural Resources - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Vibrant Community
Community Safety
Staff Resource: Sean Ryan, Development Services

Action(s):

- Conduct Legislative Public Hearing.

Explanation:

- Vision Holly Springs, the Town's Comprehensive Plan, serves as a policy guide on future land use; transportation; parks, recreation, and open space; community character; business development; community facilities; infrastructure and utilities; and natural resources.
- The Comprehensive Plan is the primary tool that the Town staff, Planning Board, and Town Council use in deciding priorities for public investment.
- Originally adopted in 2007, the Comprehensive Plan contains six Sections:
    - Section 1 Land Use & Character Plan (updated in 2019)
    - Section 2 Comprehensive Transportation Plan (updated in 2022)
    - Section 3 Parks, Recreation and Greenways Master Plan (updated in 2021)
    - Section 4 Community Facilities (updated in 2009)
    - Section 5 Infrastructure & Utilities (updated in 2009)
    - Section 6 Natural Resources (updated in 2009)
- Comprehensive Plans are updated periodically, typically within 10-20 year cycles, depending on the scope and speed of evolving community conditions.
- In November of 2024, the Town Council authorized a contract with Kimley-Horn to update Sections 4, 5, and 6 to align these sections with the more recently updated Sections.
- The Section updates are being provided as part of a larger project for utility master planning that is ongoing and expected to be complete in early 2026.
- Over the course of the past 10 months, the consultant team met with technical experts, community stakeholders, and members of the public.
- As the updated Sections are more technical in nature and support the community's vision that was developed through extensive public engagement for previously updated Sections, this project involved more targeted community participation, including the following:
    - Technical Staff Team Meetings
    - Stakeholder online survey

    - 3 pop-up events (annual Developer's Breakfast, Farmers Market, and Ting Park)
    - Stakeholder Interviews and Focus Groups
    - Town Council Workshop Discussion
    - Public Open House on October 21, 2025
    - Project Website
- The consultant team's analysis of background factors, the community's expressed vision and values, and best practices for community planning and development have resulted in the recommended draft plan.
- Town Staff has also been heavily involved in the planning process to lend knowledge about subject area topics and to offer insight regarding strengths, challenges, and desires from elected officials and members of the public.
- The latest iteration of the draft plan has been made available on the Town's website for members of the public to read and provide comments as part of the consideration process.
- Further refinement to reflect public feedback, Planning Board feedback, Town Council feedback, and staff review comments are expected as the draft Sections are under consideration through the public hearing process.
- Final draft Sections for Town Council consideration will be provided for the November 18, 2025 Town Council meeting.
- Utility master planning will continue into early 2026 and it is anticipated that additional updates will be proposed to Section 5 Infrastructure & Utilities following completion.

Background:

- The Request for Qualifications (RFQ) was issued in March 2024 and proposals were received from four consultant teams.
- Kimley-Horn & Associates, Inc. was selected in November 2024 as the project consultant.
- Contract negotiations with Kimley-Horn & Associates, Inc. concluded in January 2025 with a project kick-off in February 2025.
- Town Council authorized a contract amount not to exceed $1,199,909 for these updates.
- This Plan update also includes integrating land use data with hydraulic modeling to enhance utility system capacity analysis capabilities and provide a valuable tool for effective water resource management now and in the future. The model allows the town to more easily and comprehensively test "what if" scenarios and helps make better decisions about designing and managing the overall water and sewer systems to keep them working smoothly and safely. Field work, testing and calibration will be completed to inform the model. The Town will hold a license for software that allows access to the model as a deliverable in the contract. However, periodic updates will be outsourced in the future. This deliverable will be provided in early 2026 and work is ongoing.

Funding Source(s):

N/A

Attachment(s):

1. 25CPA01_Sections456_StaffReportPublicHearing_10212025
2. Sec4_HollySpringsComprehensive Plan_CommunityFacilities_PublicHearingDraft
3. Sec5_HollySpringsComprehensivePlan_InfrastructureUtilities_PublicHearingDraft
4. Sec6_HollySpringsComprehensivePlan_NaturalResources_PublicHearingDraft

Project Type: Comprehensive Plan Amendment

Applicant / Petitioner:
Town of Holly Springs

Amendment Overview

Vision Holly Springs, the Town's Comprehensive Plan, serves as a policy guide on future land use; transportation; parks, recreation, and open space; community character; business development; community facilities; infrastructure and utilities; and natural resources. The Comprehensive Plan is the primary tool that the Town staff, Planning Board, and Town Council use in deciding priorities for public investment. Originally adopted in 2007, the Comprehensive Plan contains 6 Sections:

- Section 1 Land Use & Character Plan (updated in 2019)
- Section 2 Comprehensive Transportation Plan (updated in 2022)
- Section 3 Parks, Recreation and Greenways Master Plan (updated in 2021)
- Section 4 Community Facilities (updated in 2009)
- Section 5 Infrastructure & Utilities (updated in 2009)
- Section 6 Natural Resources (updated in 2009)

Comprehensive Plans are updated periodically, typically within 10-20 year cycles, depending on the scope and speed of evolving community conditions. In November of 2024, the Town Council authorized a contract with Kimley-Horn to update Sections 4, 5, and 6 to align these sections with the more recently updated Sections. The Section updates are being provided as part of a larger project for utility master planning that is ongoing and expected to be complete in early 2026.

Requested Action:

Public Hearing: The Town Council must hold a legislative public hearing to receive public comments regarding the proposal prior to Planning Board consideration.

Table of Contents:

Comprehensive Plan Amendment Information Page 2
Decision-Making Information Page 5

Comprehensive Plan Amendment (CPA) Amendment Information

In November of 2024, the Town Council authorized a contract with Kimley-Horn to update Sections 4, 5, and 6 to align these sections with the more recently updated Sections 1, 2, and 3. The Section updates are being provided as part of a larger project for utility master planning that is ongoing and expected to be complete in early 2026. Over the course of the past 10 months, the consultant team met with technical experts, community stakeholders, and members of the public. As the updated Sections are more technical in nature and support the community's vision that was developed through extensive public engagement for previously updated Sections, this project involved more targeted community participation, including the following:

- Technical Staff Team Meetings
- Stakeholder online survey
- 3 pop-up events (annual Developer's Breakfast, Farmers Market, and Ting Park)
- Stakeholder Interviews and Focus Groups
- Town Council Workshop Discussion
- Project Website
- Open House October 21, 2025

The consultant team's analysis of background factors, the community's expressed vision and values, and best practices for community planning and development have resulted in the recommended draft plan. Town Staff has also been heavily involved in the planning process to lend knowledge about the subject area topics and to offer insight regarding strengths, challenges, and desires from elected officials and members of the public.

The latest iteration of the draft plan has been made available on the Town's website for members of the public to read and provide comments as part of the consideration process. Further refinement to reflect public feedback, Planning Board feedback, Town Council feedback, and staff review comments are expected as the draft Sections are under consideration through the public hearing process. Final draft Sections for Town Council consideration will be provided for the November 18, 2025 Town Council meeting. Utility master planning will continue into early 2026 and it is anticipated that additional updates will be proposed to Section 5 Infrastructure & Utilities following completion.

Section 4 Community Facilities Highlights

Section 4 provides an overview of existing public and semi-public facilities serving the community. These facilities include government administrative facilities, waste facilities, fire and emergency medical services, public and private schools, and medical facilities. Using the Town's build-out analysis established by the Comprehensive Plan in Section 1 Land Use & Character Plan, this Section provides planning for future facilities, such as future fire station search areas and location criteria as well as other facility planning.

Baseline Objectives:

- Enhance Public Safety in the Town with the construction of additional Fire and Police Stations in areas with increasing population and development.
- Promote continued cooperation, coordination, and collaboration between Holly Springs and other governmental entities.
- Maintain a sound financial condition to allow the Town the flexibility to react and respond to changes in the economy and provide new community services.

Section 5 Infrastructure & Utilities Highlights

Section 5 provides an overview of existing town utilities serving the community. These utilities are water, sanitary sewer, reclaimed water, stormwater, and fiber optic. Using the Town's build-out analysis established by the Comprehensive Plan in Section 1 Land Use & Character Plan, this Section provides planning for development of the utility systems such as locations for future water main lines, locations of future regional sanitary sewer pump stations, development of the Town's stormwater programs, expansion of the reclaimed water network, and development of the fiber optic network.

The Section provides key findings, which will serve as the initial benchmark for the section. Utility master planning will continue into early 2026 and it is anticipated that additional updates will be proposed to Section 5 Infrastructure & Utilities following completion.

Section 6 Natural Resources Highlights

Section 6 provides an overview of existing natural resources in the community such as watersheds, floodplains, stream corridors, forestlands, wildlife, endangered species, and tree canopies. While this section provides more of an inventory of existing conditions, objectives are provided to assist the town in identifying opportunities to preserve and promote natural areas of importance and provide helpful information on natural resources when reviewing development proposals.

Baseline Objectives:

- Balance development with conservation.
- Preserve and enhance the ecology, natural resources, and habitat of Holly Springs.
- Encourage forest and mature tree protection and promote re-forestation in areas designated by the Tree Preservation Ordinance.
- Work with the existing contours of the land by minimizing grade changes of native topography when permitting development, as feasible.
- Provide for and invest in connected greenways, open space areas, land conservation, parks, and access to water resources.
- Support the public acquisition of lands that are environmentally sensitive for passive public recreation and/or conservation purposes.
- Regulate uses to minimize damage toward environmentally sensitive areas, and when feasible, direct development away from sensitive areas.

- Protect aquatic species and their habitat through protection of water quality by preventing point and non-point source pollution of local waterways.
- Work with landowners and developers to use tools such as grants and conservation easements to protect natural, cultural, and historic resources.
- Discourage the use of exotic species of plants and trees in landscapes and beautification efforts; encourage native species and low water usage plant materials.
- Develop programs and regulations that comply with Federal and State regulations to offer the most natural resource protection.

Decision-Making Information

Comprehensive Plan Amendment Staff Analysis
A comprehensive plan sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction and is intended to guide coordinated, efficient, and orderly development within the planning and development regulation jurisdiction based on an analysis of present and future needs. The plan is advisory in nature without independent regulatory effect.

The proposed Plan Section updates to 4, 5, and 6 will complete the update to the overall comprehensive plan started in 2019 and will ensure that plan goals and policies operate in a coordinated and predictable manner.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Town Council Workshop
An overview of Sections 4, 5, and 6 was provided to the Town Council at their workshop meeting on September 9, 2025

Key Project Milestones

Town Council Consultant Selection	11/19/2024
Contract Executed	01/2/2025
Project Kick-off	02/18/2025
Developer Breakfast Stakeholder Discussions and Survey Launch	05/08/2025
Pop-up Event @ Farmers Market	07/19/2025
Stakeholder Meetings	07/28/2025 – 9/02/2025
Pop-up Event @ Salamander Game Ting Park	07/31/2025
Town Council Work Session #1	09/09/2025

Legislative Public Hearing

Legislative Public Hearing

Prior to the Legislative Public Hearing:
- Published notice has been made twice in the News & Observer.

Town Council Decision: Legislative Decision

Legislative Decision:

Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Action #1: Hold Public Hearing

Action #2: Comprehensive Plan Amendments

Comprehensive Plan Amendments will be forwarded to the Planning Board for review and recommendation.

Next Steps

Further refinement to reflect public feedback, Planning Board feedback, Town Council feedback, and staff review comments are expected as the draft Sections are under consideration through the public hearing process.

Planning Board Consideration & Recommendation

Advisory Decision

The Planning Board will review the proposed Unified Development Ordinance Amendments at the March 25, 2025 meeting and make a recommendation to the Town Council.

Anticipated Town Council Consideration and Decision: 11/18/2025

Vision Holly Springs
Comprehensive Plan



SECTION 4: COMMUNITY FACILITIES

CHAPTER 1

INTRODUCTION

WHAT'S INSIDE:

Community Engagement 1

Introduction 2

Existing Community Facilities 3

Non-Publicly Owned Facilities 9

Planning for Future Facilities 12

Objectives for the Future 15

COMMUNITY ENGAGEMENT

Holly Springs Project Community Engagement

The Comprehensive Plan and infrastructure planning should reflect the needs and values of the Town's residents. As such, the development of the Comprehensive Plan was guided by community engagement that was carried out to ensure transparency and collect feedback from residents.

To gather feedback from residents, the Town hosted multiple events with a focus on Section 4 (Community Facilities), Section 5 (Utilities and Infrastructure), and Section 6 (Natural Resources) of the Comprehensive Plan.

Farmers Market and Holly Springs Salamanders Baseball Game Outreach

At both of these events, two booths were set up—one by Town staff and one by Kimley-Horn—to facilitate public engagement and provide information regarding the comprehensive plan. The Town's booth served as a general resource for questions related to Holly Springs and ongoing development initiatives. Kimley-Horn's booth focused specifically on the Comprehensive Plan, aiming to engage attendees around proposed Comprehensive Plan updates. The booth featured two display boards: one illustrated the current status and direction of the Comprehensive Plan, while the other offered a trivia game designed to draw interest and participation.





Developer's Breakfast and Online Survey

In addition to more public facing outreach, the project team solicited feedback in person from the development community at the annual Holly Springs Developer's Breakfast and then supplemented the in-person event with an online survey. The survey sought to gather feedback on challenges and priorities related to the role water, sewer, stormwater, and fiber infrastructure plays in development decision making as well as the ease with which developers can deliver projects. More than 40 individuals provided feedback via the survey, and the full results can be found in the appendix.

Stakeholder Interviews

Stakeholder interviews were conducted to gather focused, expert insights from key sectors of the community to help shape infrastructure, utility, and development strategies that align with the Town's growth objectives. Participants included staff from the Town of Holly Springs and Wake County, emergency service providers, and members of the development community, each offering valuable perspectives to inform the Comprehensive Plan.

The stakeholder discussion held on August 26, 2025, provided a comprehensive overview of the educational landscape in Holly Springs, Wake County, focusing on public and private school operations, facilities, student and staff demographics, athletic programs, collaborative efforts, and considerations for future growth.

INTRODUCTION

Introduction

Holly Springs is consistently ranked among the safest towns in North Carolina with quality of life as its biggest asset. Known for its warm and inviting atmosphere, lush greenways, well-maintained parks, and vibrant shops and restaurants, Holly Springs offers a variety of amenities to its residents. This quality of life would be impossible to achieve without continued focus on community facilities to serve the Town's growing population. Community facilities and services are an essential component of a healthy urban structure.

The Town of Holly Springs provides services that support the health, safety, and well-being of its residents. Town facilities include public safety and utility services, among others. Town recreation facilities are described in Section 3 of the Comprehensive Plan. Other key Community Facilities located in Town limits are operated by Wake County including schools, the library, and waste disposal sites. The importance of community facilities relies on the creation of spaces for interaction for residents through education, recreation, and government resources.

Holly Spring's population is projected to increase in the coming decades. For that reason, Town officials are proactively planning to adapt the current facility capacity to the coming years.

Planning for Community Facilities is vital for sustainable growth and management to guarantee that quality services are being delivered and maintained.







BASELINE OBJECTIVES

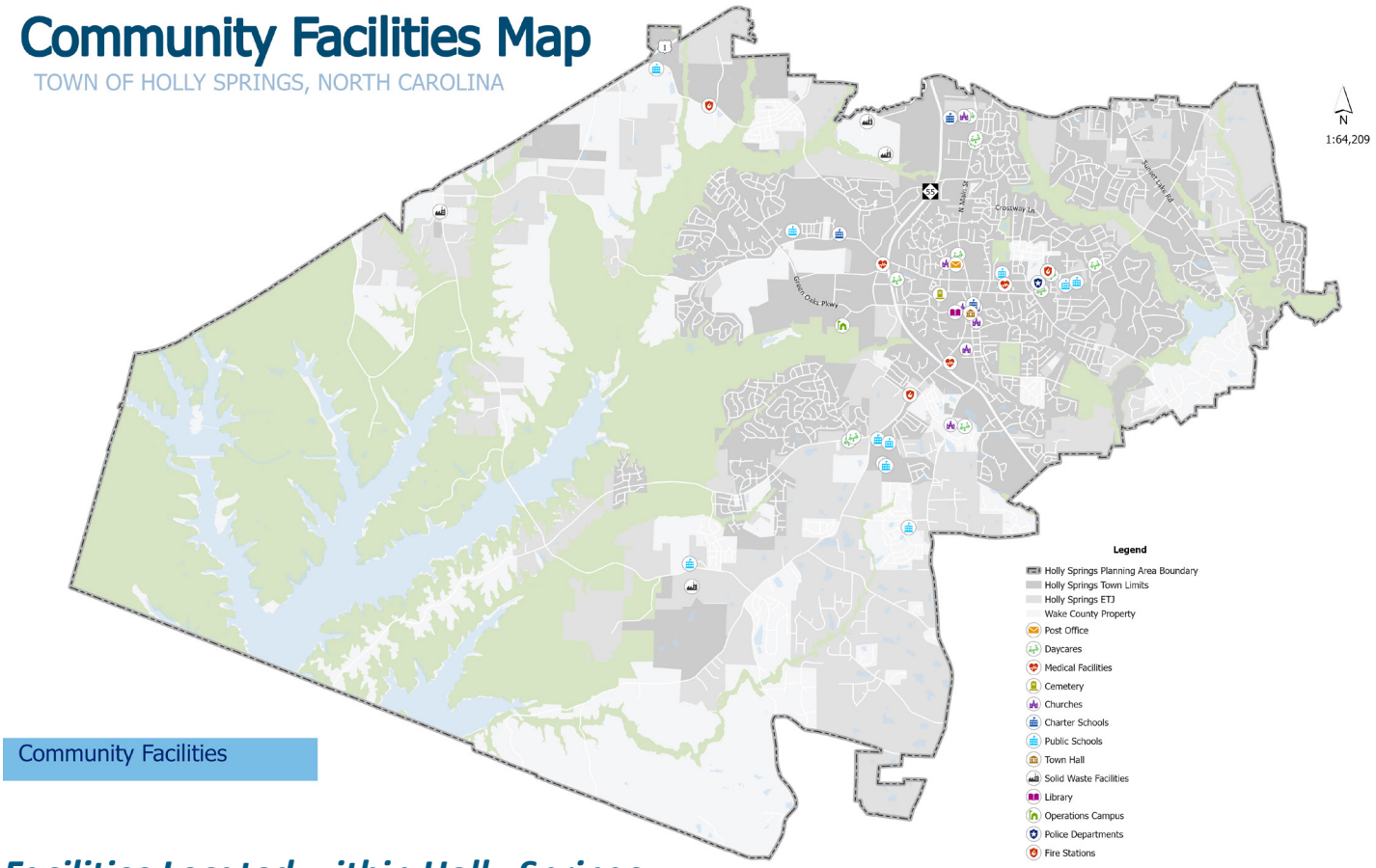
1. Enhance Public Safety in the Town with the construction of additional Fire and Police Stations in areas with increasing population and development.

2. Promote continued cooperation, coordination, and collaboration between Holly Springs and other governmental entities.

3. Maintain a sound financial condition to allow the Town the flexibility to react and respond to changes in the economy and provide new community services.

EXISTING COMMUNITY FACILITIES

Existing Community Facilities



Facilities Located within Holly Springs

NAME	TYPE	ADDRESS	OWNERSHIP
Holly Springs Community Library	Library	300 West Ballentine Street	Wake County
Holly Springs Operation Campus	Government	425 Innovate Avenue	Holly Springs
Holly Springs Town Hall	Government	128 South Main Street	Holly Springs
United States Post Office	Government	112 3rd Street	United States
Holly Springs Police Department	Police	750 Holly Springs Road	Holly Springs

Holly Springs' Town Hall is the Town's main hub for administration and maintenance. It contains various departments that encompass the Town's government and serves as the primary facility for Town office and meeting spaces where important local decisions are made every day. A space needs assessment conducted in 2020 projected that the number of Town Hall employees would grow by 76.6% or an average of 2.88% annually over the next 20 years[1]. Multiple expansion plans are proposed in this study, and with these various departments growing, renovations may be necessary going forward. The Town is also investing in the Operations Campus, a large office complex designed to serve the unique demands of Public Works employees. The campus is currently under-construction and described in further detail under the Future Facilities section.

[1] *Creech Associates, Holly Springs Comprehensive Space Needs Assessment of Town Hall, March 10, 2020*

Waste Facilities

NAME	TYPE	ADDRESS	OWNERSHIP
South Wake Municipal Landfill	Municipal Solid Waste Landfill	6300 Old Smithfield Road	Wake County
South Wake Hazardous Waste	Household Hazardous Waste	6150 Old Smithfield Road	Wake County
Yard Waste Convenience Center	Yard Waste	6412 Rex Road	Holly Springs
Wake Convenience Center #9	Household Garbage and Recycling Center	3337 New Hill-Holleman Road	Private

Proper waste management is essential for maintaining an exceptional quality of life and preserving residents' health and well-being. There are five major waste management facilities located in Holly Springs.

- The largest facility, **South Wake Landfill and Convenience Center**, is managed by Wake County. Besides serving as a conventional waste disposal facility, this location also operates the **South Wake Household Hazardous Waste Facility**, near NC-55 and NC-540, which manages the proper disposal of hazardous materials such as batteries, flammable fuels, propane tanks, among others.
- Wake County also manages **Convenience Center Site 9** which is located in western Holly Springs on New Hill-Holleman Road. This site is available for use by all Wake County residents and accepts all household trash-size volumes—including bulky items—but not hazardous materials.
- The last major waste facility is the **Holly Springs Yard Waste Convenience Center** also located on Rex Road. This is the smallest facility, and it only accepts yard waste such as tree limbs, shrubbery, lawn clippings, leaves, pine needles, among other yard materials. This location is only available to use by individuals who reside in Holly Springs.





Fire and Emergency Medical Services (EMS)

NAME	ADDRESS	CONSTRUCTION DATE
Fire Station #1	700 Flint Point Lane	1997
Fire Station #2	1140 Avent Ferry Road	2012
Fire Station #3	114 Cinder Station Road	2025
Wake County EMS 17	700 Flint Point Lane	EMS
Wake County EMS 32	1140 Avent Ferry Road	EMS

The Holly Springs Fire Department provides fire suppression, emergency medical care, fire prevention, arson investigation, and fire education for the residents of Holly Springs. The Department has three fire stations and houses two Wake County EMS centers which operate out of Fire Stations 1 and 2. Three new fire stations are shown in the Community Investment Plan (CIP) to serve the projected increases in population and development. In addition, Town staff have identified search areas for future fire station location studies.

Police

The Holly Springs Police Department is the Town's primary point of contact for community safety and community policing. The Department works in partnership with the community. In addition to serving the Town through patrol administration, criminal investigations, and support services divisions, the department also hosts community outreach events such as fundraisers, youth academies, fishing events, and senior and preschool visits throughout the year. The Holly Springs Police Department mainly operates from the Law Enforcement Center, with a special operations substation in Fire Station 3. A future expansion for the Law Enforcement Center is being considered based on future Town needs and development trends. This expansion would focus on addressing necessities tied to urban growth and higher-level operations such as increased cybersecurity enforcement and special investigations, forensics, school emergency response, and special storage capabilities.

Plans to increase police presence in southwest and downtown Holly Springs are high priority for the coming years as new development and activity patterns are changing and new strategies for ensuring adequate town safety are being implemented. Coordination with the Wake County Sheriff's office and neighboring City/Town police departments remains a priority as population growth in the region continues.

Holly Springs Community Library and Cultural Center

Part of Wake County's library system, Holly Springs Community Library, located at 300 West Ballentine Street, offers a wide array of educational resources such as public computers, reading materials, Wi-Fi access, and work/study spaces. The library serves as the biggest educational space accessible to the public in town. It also shares the lobby with Holly Springs Cultural Center, which is southwestern Wake County's home for theater, dance, and music. It hosts performances, events, programs, and classes throughout the year, and free outdoor concerts and festivals during the summer.

Schools

Wake County Public Schools (WCPSS)

Wake County Public Schools operates 10 facilities across three educational levels in Holly Springs:

NAME	ADDRESS	GRADE LEVEL
Holly Springs High School	5329 Cass Holt Road	High
Holly Springs Elementary School	1451 Avent Ferry Road	Elementary
Holly Ridge Elementary School	900 Holly Springs Road	Elementary
Holly Ridge Middle School	951 Holly Springs Road	Middle
Holly Grove Elementary School	1451 Avent Ferry Road	Elementary
Holly Grove Middle School	1401 Avent Ferry Road	Middle
Buckhorn Creek Elementary School	5651 Honeycutt Road	Elementary
Woods Creek Elementary School	7451 Woods Creek Road	Elementary
Rex Road Elementary School	6125 Rex Road	Elementary
Oakview Elementary School	11500 Holly Springs New Hill Road	Elementary

- **Elementary Schools:** Seven schools with designated open space play areas tailored for kindergarten to second grade and third to fifth grade, featuring varied outdoor play types.
- **Middle Schools:** Two schools equipped with a track, competition field, and softball field.
- **High School:** Holly Springs High School includes a multiuse competition field supporting 43 sports opportunities, six tennis courts, baseball and softball fields, and two practice fields. The school maintains a joint use agreement with the Town for Parks and Recreation facilities and rents aquatic and golf facilities at external locations.



School Systems within Holly Springs

As of the 2024-2025 school year, Holly Springs educates approximately 10,000 students with school choice options. The bus system is robust and more developed compared to other districts, with bus drivers demonstrating high community dedication. The Town and the WCPSS collaborate to enhance walkability and accessibility, aiming to reduce carpool lines through improvements such as sidewalks, greenway connections, and joint use agreements. Rex Road School opened in July 2025 as a year-round school. No new schools are planned in Holly Springs over the next 7 to 10 years. Multiple schools operate on year-round schedules, offering families varied options.

Thales Academy

Thales Academy, a private school located at 11244 Holly Springs New Hill Road (lower school) and 200 Searle Wood Trail (junior/senior high), consists of three buildings with a total student population of approximately 775 and a capacity for 1,200 students. The lower school serves 575 students, while the junior/high school has approximately 200 students. The staff is comprised of 50 members with a capacity for 75. Junior/high school and gym facilities opened in 2024, with sports programs initiated during the 2024-2025 school year. Sports offerings include soccer, volleyball, track, cross country, baseball, golf, and swimming; indoor basketball is conducted off-site due to lack of facilities. The academy does not own additional land on its current site and would require new property for expansion.







Pine Springs Preparatory Academy

Pine Springs Preparatory Academy is a charter school which provides a three education model for families: Traditional K-8, Blended Academy (grades 4 to 10), and a fully virtual option (K-12). The total student enrollment is 1,275, with 750 in elementary and 525 in middle school. The staff totals 138 members.

The Academy follows a traditional academic calendar and operates two buildings:

- Elementary school serving kindergarten through fifth grade located at 220 Rosewood Center Drive.
- Middle school for grades six through eight located at 1729 North Main Street.

The Blended Academy combines in-person and online learning, currently serving 150 students in grades four through ten. Previously located in Holly Springs, it now rents a facility in the Town of Apex. A new high school campus is under construction at 420 Green Oaks Parkway in Holly Springs, planned to eventually serve 1,000 students with phased grade rollouts. The academy possesses a full gym on campus and collaborates with Town Parks and Recreation for outdoor sports and event spaces. Middle school athletics include soccer, cross country, basketball, baseball, softball, and volleyball. Established in 2017, there are no immediate expansion plans beyond the new high school campus.

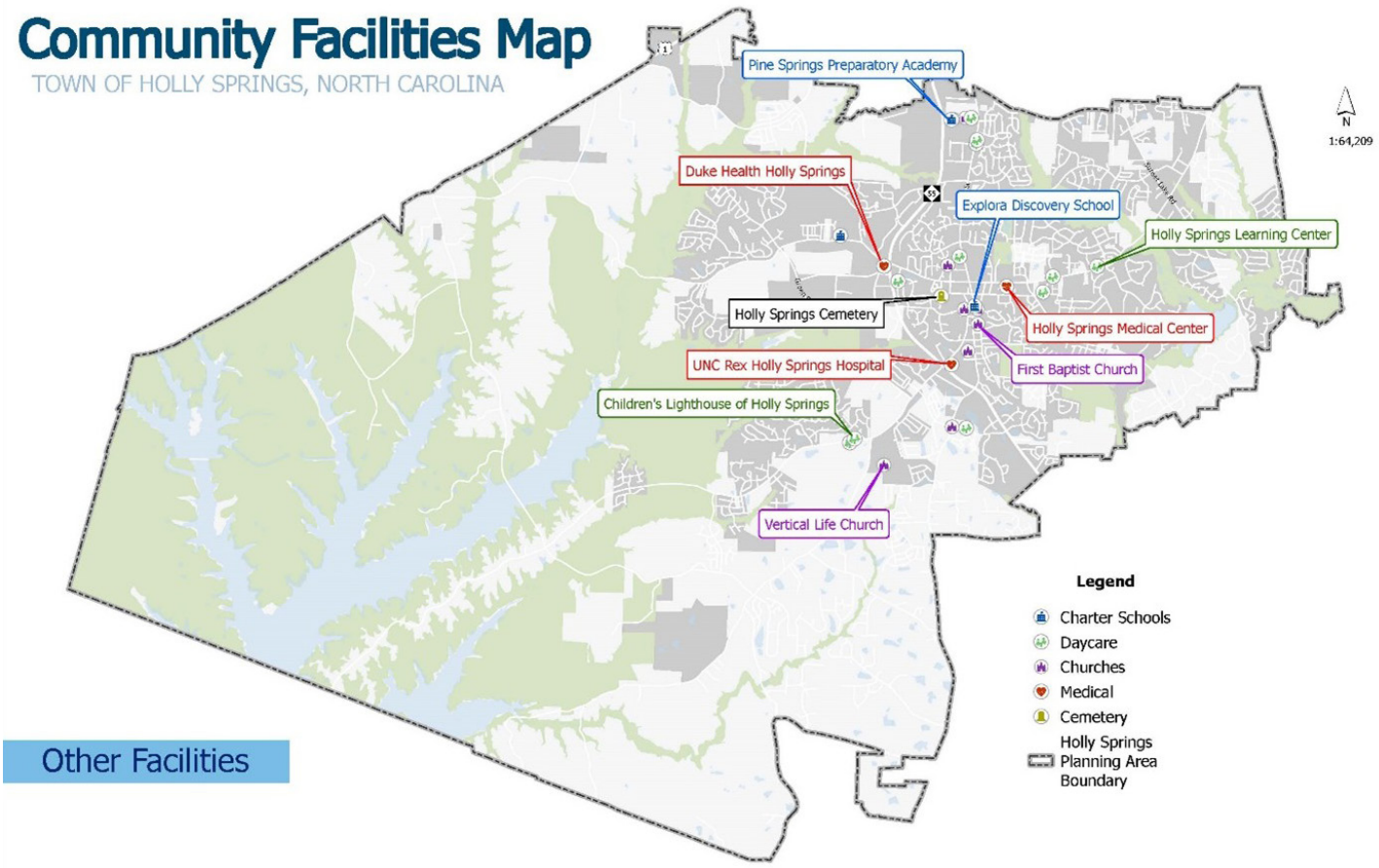
Town and School Collaboration

The Town of Holly Springs provides strong support to public, private, and charter schools particularly through the School Resource Officer (SRO) Program. There is an emphasis on school safety, joint use of facilities, and collaboration for events, fostering a cooperative environment between the police, school systems, and the community.



NON-PUBLICLY OWNED FACILITIES

Non-Publicly Owned Facilitates



Medical Facilities

NAME	ADDRESS
Holly Springs Medical Center	500 Holly Springs Road
Duke Health Urgent Care Facility	401 Irving Parkway
UNC Rex Holly Springs Hospital	850 S Main Street

A growing population brings an increased demand for healthcare services, which is essential to maintaining a high quality of life. Currently, Holly Springs is served by three major medical facilities, each operated by a different healthcare provider.

- **Holly Springs Medical Center**, part of the WakeMed system, offers a range of outpatient, non-emergency services—including pediatrics and primary care—providing accessible, high-quality care for the community.
- **Duke Health Urgent Care Facility** is an outpatient medical facility managed by the Duke Health System and provides medical care for minor injuries and illnesses when conditions are not an emergency or primary care providers are unavailable.
- **UNC Rex Holly Springs Hospital**, part of the UNC Health Rex system, offers emergency care, birth center, surgery, imaging and radiology, among other resources. Besides providing in-patient services, the adjacent main hospital facilities also provide outpatient services such as cardiac testing, rehabilitation services, general surgery, and other procedures. Rex Holly Springs Hospital is the town's largest medical facility offering approximately 50 beds to provide quality service to patients.



Other Non-Public Facilities

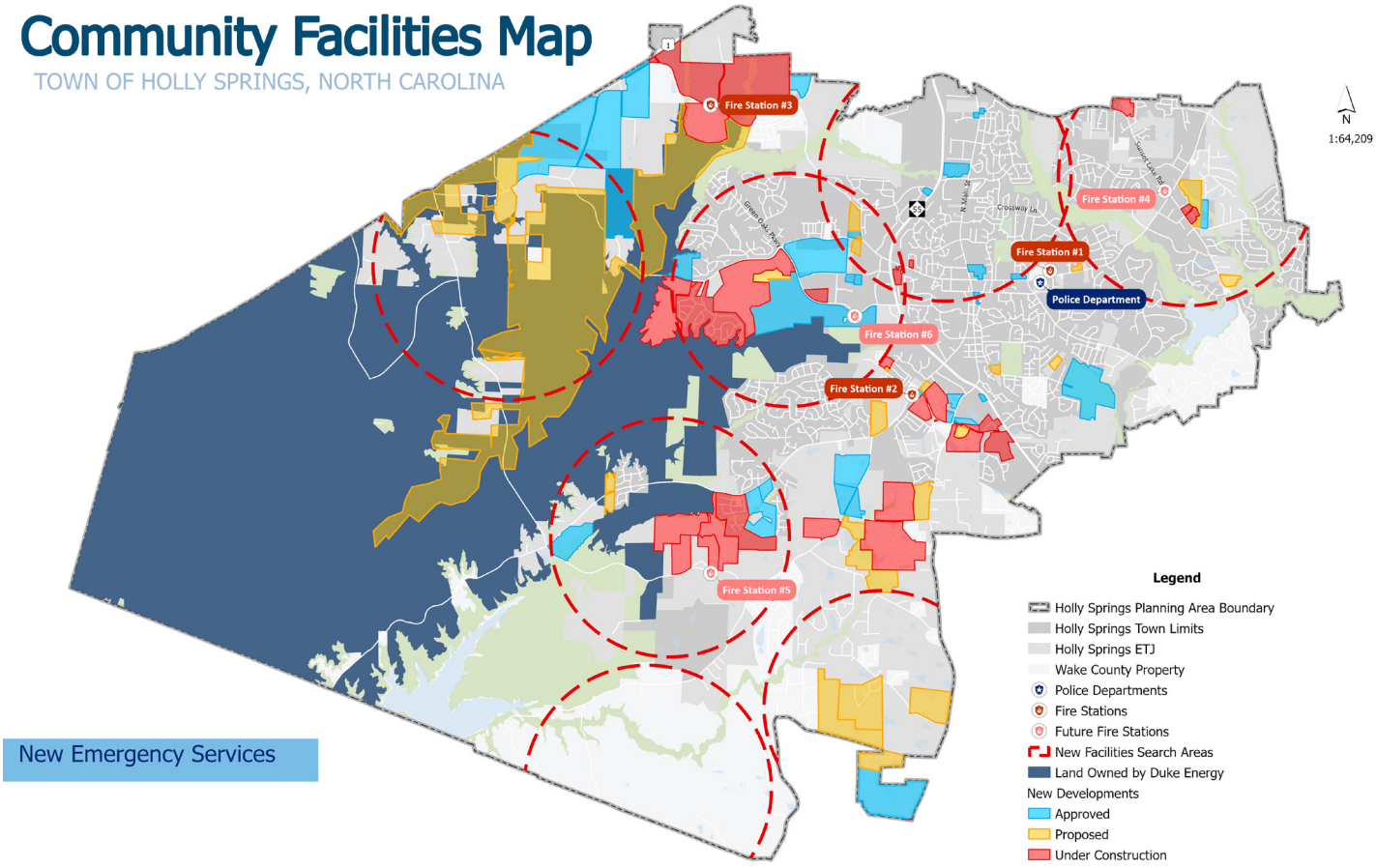
Cemetery

Name	Address
Holly Springs Cemetery	451 Earp Street

The Town is home to the 8.54-acre Holly Springs Cemetery which holds the graves of some of the Town's founding families. The property originally held an all-boys preparatory school and a church. After the church building was relocated, the Town acquired the cemetery and surrounding property. Plots at the cemetery are available for sale through the Town with consultation from Wake Funeral and Cremation Services.


A
REX ROAD

Planning for Future Facilities



New Emergency Services

The Community Facilities Map depicts new development information as of July 31, 2025, each categorized as proposed, approved, or under construction.

Planning for future Town facilities should involve a systematic process to align the Town's vision with its community's evolving needs, demographics, and infrastructure. Key steps to Community Facilities planning include:

1. Establish the vision and conduct a needs assessment
2. Engage the community
3. Identify opportunities and alternatives
4. Create an actionable strategy
5. Allocation resources
6. Track progress
7. Ensure regulatory compliance

By following these steps, the Town of Holly Springs can develop a comprehensive and sustainable plan for its future facilities that meets the needs of its residents and promotes long-term growth and resilience.

Fire Stations

To address the needs of rapid development, the Town constructed Fire Station #3 to serve the Holly Spring's community. Located at 114 Cinder Station Road, it is a single-story, three-bay building which can accommodate up to eight firefighters while also housing a cutting-edge emergency medical station. The station officially opened and began providing services in March 2025.

Since rapid development is occurring across the Town's planning jurisdiction, there is a growing need to expand fire and emergency services. Current service areas for Fire Stations #1 and #2 include geographical overlap which leads to inefficient response times. In addition to the recently opened Fire Station #3, the Town is also planning for Fire Station #4 and Fire Station #5. Fire Station #4 is proposed to be constructed on Sunset Lake Road serving the far eastern portions of Holly Springs and Fire Station #5 is proposed to be located on Rex Road providing services to the western portions of the Town.

Fire station siting methodology involves a comprehensive risk assessment, analyzing high-risk areas, and optimizing for fire suppression coverage and response time. Future site selection will also prioritize spaces that can facilitate community involvement, public meeting facilities, and training spaces that can assist in organically integrating first responders into the Holly Springs community.



Fire Station Site Assessment

A fire station site assessment involves a Community Risk Assessment to identify areas needing coverage, geospatial analysis with GIS to map incidents and travel times, and evaluating potential sites based on factors like accessibility, land use, and the footprint of the facility. The goals is to ensure that the new stations can meet response time objectives and place the station in the optimal location within the community.

Key Components of a Fire Station Site Assessment:

1. **Community Risk Assessment (CRA)—**This involves a comprehensive analysis of the community's hazards, population density, and potential risks that influence emergency response needs.
2. **Response Time Objectives—**Determine the required response times based on national standards, local regulations, and the community's risk profile.
3. **Geospatial Analysis—**Use GIS to map incident locations, population distribution, and existing fire station coverage to identify gaps.
4. **Population Density and Demographics—**Analyze population distribution to pinpoint areas with high concentrations of residents and significant risk.
5. **Travel Time and Distance Analysis—**Assess how quickly fire apparatus can reach incident locations from potential sites.
6. **Land Use Planning—**Consider how the surrounding land use, zoning, and future development plans might affect station operations and accessibility.
7. **Infrastructure Accessibility—**Evaluate the site's accessibility to major roadways, infrastructure, and potential environmental concerns such as flood plains or steep slopes.
8. **Site Constraints—**Perform "test-fit" studies to understand the necessary building footprint and site improvements, ensuring the land can accommodate a functional fire station.
9. **Public Input—**Engage the community and other stakeholder to gather input on needs and concerns related to fire station placement.



One strategy the Town could consider for future fire stations is the use of the modular building construction model. Modular fire station buildings, are a less expensive and faster alternative to a traditional on-site construction plan. Modular buildings consist of parts pre-built in a factory and transported to the site for quick assembly. Such construction methods offer flexibility and strong cost-saving benefits which the Town could utilize for its future emergency facilities.

There is a growing desire to incorporate police substations within future fire facilities to increase collaboration between emergency services. It is understood that Town Police wish to have an increased presence near Fire Station #5, once constructed in western Holly Springs, to reach new developments and school facilities. Prioritizing space for future police facilities requires planning enough square footage for various needs, including patrols, administrative support and workspaces, a forensics and investigation department, and emergency school response system.

Operations Campus

The Operations Campus will act as the Town's headquarters for Public Works administration, with office space for Public Works staff, equipment and supplies. The Campus will include a convenience center for residents to dispose of yard waste ahead of their scheduled collection day. The project is expected to reach completion by Summer 2026. It is recommended that additional space planning occur to map out the use of the second floor and determine future space needs.

Budgeting and Investments

According to the Fiscal Year 2026 Holly Springs Operating Budget, Community Safety project expenses are expected to total approximately $4.32 million. Holly Springs is preparing for significant population growth, potentially reaching 150,000 residents in the coming decades. To manage this transition, the Town must proactively invest in its facilities, staffing, and service delivery systems.

OBJECTIVES FOR THE FUTURE

1 *Ensure the development of future Capital Improvement Plans and operating budgets responsibly maintain an adequate level of service for all community facilities through appropriate funding allocation and fiscally conscious practices.*

- Form a Town Facility Location Committee, comprised of cross-departmental staff to determine needs for the next 10, 20, and 30 years.
- Conduct a Solid Waste Feasibility Study to determine the viability of the Town providing these services to improve reliability and provide local control.
  - Consider CIP funding for a yard waste transfer site, composting, and grinding facilities.
- Complete a full build-out assessment of the Operations Facility.
- Develop a long-term facility strategy tied to anticipated population growth and land acquisition.
  - Encourage formal adoption of the Town's Facilities Policy and building lifecycle framework to provide a consistent guide for future investments and decision-making.
- Conduct a cost analysis for community needs to adequately assess current priorities regarding community facilities and long-term asset management.
  - Asset management systems such as GIS and CityWorks are valuable tools for tracking facility assets but require ongoing updates and improvements. Recommend consideration of system enhancements to optimize facility placements and capacity planning in relation to growth areas.
  - Encourage improved interdepartmental coordination and policy integration to avoid gaps in information sharing and inefficiencies in facilities planning.
- Research the feasibility of a community engagement space managed by the police and fire departments.

2 *Ensure that staffing levels meet the needs of a growing population.*

- Conduct a staffing analysis to determine appropriate staff-to-resident ratios and facility space requirements, informed by benchmarking with peer municipalities.
  - Ensure that staffing analysis spans 10, 20, and 30-year horizons, incorporating a shift towards proactive maintenance staffing to effectively support utilities and facilities.

3 *Proactively plan for growth to ensure new development aligns with the Town's capacity, protecting existing plans and preserving quality of life.*

- Evaluate potential impacts of new developments on existing and planned community facilities.
  - Thoroughly analyze proposed projects and redevelopment opportunities to understand impacts on Town services and community facilities.
- Conduct projected development growth studies, so more accurate levels of service for fire, police, and emergency response analyses can be conducted.
  - Use modeling and mapping software that accurately shows how population and urban growth impact community services and facilities use.
- Perform a UDO assessment and consider any changes necessary to allow for the adaptation of current and future facilities.
  - Consider an amendment to the Town UDO to allow for secure, accessory storage units at Town facilities.

4 *Adequately plan and provide fire facilities in a timely manner to protect the health, safety, life, and property within the Town's first response service area.*

- Remain compliant with response time/coverage standards specified in the National Fire Protection Code.
  - Conduct a Fire Station Site Analysis to determine if the proposed stations will satisfy the requirement without leaving gaps or extensive overlapping.
- Proactively engage in emergency operations planning.
  - Encourage continued collaboration with Wake County EMS for water rescue and emergency response in the Harris Lake area.
- Prioritize the development of the new fire stations for the Northeast Gateway areas and the west side of town.
  - Finalize land acquisition and search area process to begin the planning and construction phase of the facilities.
  - Design and construction of Fire Station 4.
- Coordinate future response strategies and emergency management with Wake County and other municipalities as new developments expand past Town boundaries in the southern portion of Holly Springs.

5 *Guarantee adequate facilities for the Holly Springs Police Department and directly coordinate their facility needs.*

- Ensure that the Police Department has the necessary infrastructure and facilities to provide high-quality public safety services to Holly Springs' expanding population.
  - Prioritize the adaptation of current facilities to provide more space for operations and necessary tasks.
  - Prioritize coordination between Police and Fire Departments to identify preferred locations for future substations in accordance with population trends and existing and planned fire facilities.
  - Ensure future facilities meet projected needs and allow for potential expansion of specialty disciplines such as Investigations and Forensics.

6 *Ensure continued collaboration with other governmental entities responsible for community facilities within Town limits.*

- Collaborate with Wake County to discuss expanding the existing library and/or consider siting a second library within Town limits to expand library capacity and improve accessibility to meet the needs of a growing population.
- Collaborate with the United States Postal Service to identify a site for a larger, more accessible post office to accommodate community needs.



Vision Holly Springs
Comprehensive Plan



SECTION 5: INFRASTRUCTURE AND UTILITIES

CHAPTER 1

INTRODUCTION

WHAT'S INSIDE:

Introduction and Purpose
What Is A Comprehensive Plan?

About this Plan
Why Is An Update Needed?
Population, Water Demand, and Sewer Flow Forecast

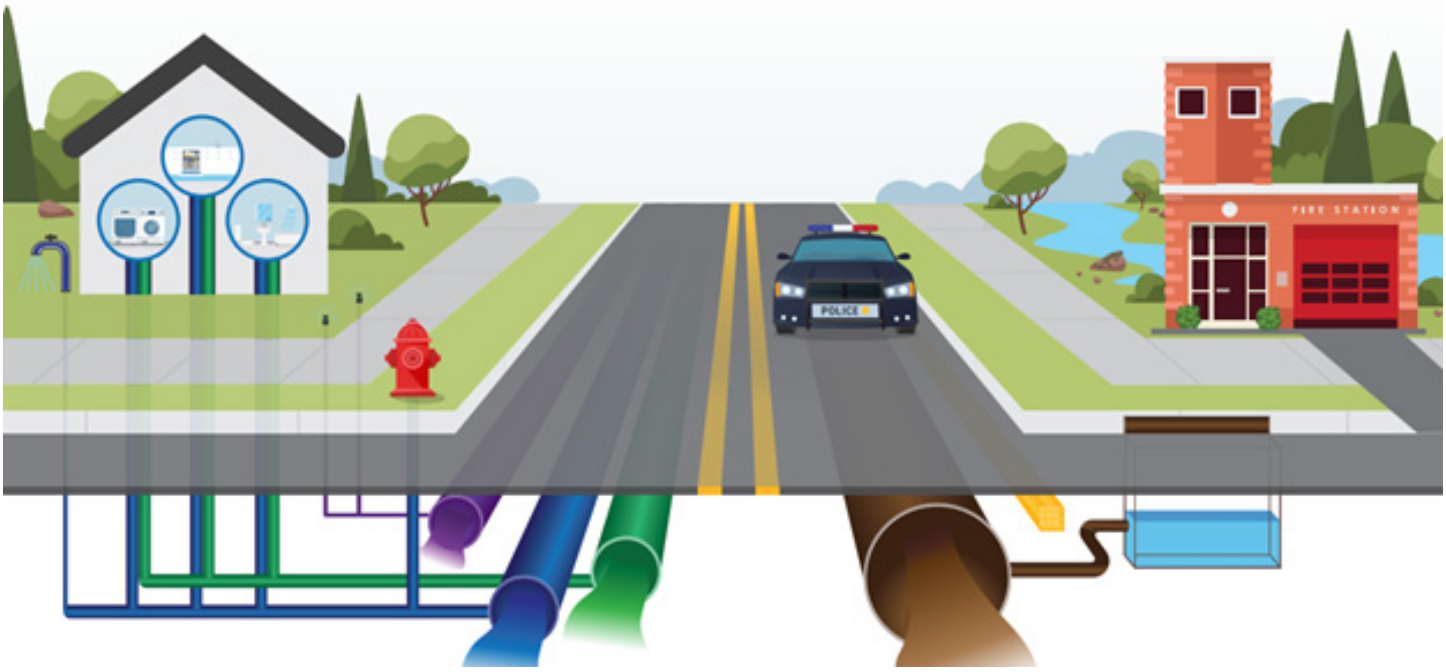
Community Engagement

Vision

INTRODUCTION AND PURPOSE

Infrastructure and utilities form the backbone of our communities and support our everyday lives. From accessing clean water to safe wastewater and stormwater management, these essential systems enable homes, businesses, and public spaces to function smoothly.

The Town of Holly Springs is a rapidly growing community that requires prioritization and planning of future improvements to meet the demands of its current and future residents. The goal of Section 5 of the Comprehensive Plan is to provide a roadmap to guide the development of the Town and its infrastructure. This plan sets a vision to enhance resilience, efficiency, and sustainability across all utility services, ensuring that Holly Springs remains a thriving and well-supported place to live for decades to come.



What is a Comprehensive Plan?

A comprehensive plan is a planning document used by municipalities to establish long-term goals for the community, inform policy decisions, and help coordinate efforts between the Town and its stakeholders. The Infrastructure and Utilities section of the Comprehensive Plan outlines a vision for the essential utility systems in Holly Springs and presents a strategic set of projects designed to advance that vision and support the Town's continued growth.

This Comprehensive Plan is complemented by several ongoing and related initiatives that collectively enhance the Town's approach to infrastructure and utility management.

- **Wake County One Water Plan:** Provides a regional framework for integrated water resource planning, fostering collaboration between jurisdictions and supporting comprehensive management of water resources.
- **Town of Holly Springs Reclaimed Water Master Plan:** Guides the expansion and optimization of reclaimed water use within the town, advancing sustainability and efficient water conservation strategies.
- **Water Distribution and Sewer Collection System Asset and Inventory Risk Assessment:** Identifies critical infrastructure needs and helps prioritize future investments by analyzing system vulnerabilities and asset conditions.
- **Sewer and Water Modeling and Master Planning:** Enhances decision-making by providing data-driven insights into current system capacity and forecasting future requirements, ensuring proactive and informed management.

ABOUT THIS PLAN

Utilities included in this comprehensive plan include the following:



- **Potable Water—**The Town of Holly Springs sources its primary water supply from the Cape Fear River, which is treated at the Harnett Regional Water Treatment Plant. This system delivers clean, reliable water to approximately 65,000 residents through a network of roughly 245 miles of water mains.
- **Sanitary Sewer—**The Town of Holly Springs manages approximately 250 miles of sanitary sewer lines and operates 23 pump stations to collect wastewater. Treatment is provided at the Utley Creek Water Reclamation Facility, which ensures environmentally responsible processing and discharge.
- **Reclaimed Water—**The Town of Holly Springs treats its reclaimed water at the Utley Creek Water Reclamation Facility and distributes reclaimed water through a dedicated system of purple-colored pipes for non-potable uses such as irrigation and industrial uses.
- **Stormwater—**The Town of Holly Springs operates a stormwater system that manages runoff, protects water quality, and supports sustainable growth. It addresses both point and non-point sources to reduce flooding and erosion, meet Clean Water Act requirements via NPDES permitting, and safeguard aquatic ecosystems from urban development.
- **Fiber Optic—**The Town of Holly Springs has built a resilient and expanding fiber optic network that underpins municipal operations, smart city initiatives, and regional connectivity. This system links critical facilities—including police, fire, EMS, water and wastewater infrastructure—and supports traffic signals, security systems, SCADA controls, and advanced digital services across the community.

Each utility system was evaluated in this Comprehensive Plan to identify existing infrastructure, future service demands, and future upgrades. Please note that this Comprehensive Plan does not include utilities outside of those provided by the Town such as gas, power, and private fiber.

Why is an Update Needed?

The previous Infrastructure and Utilities Comprehensive Plan was completed in 2009. Since then, the Town has experienced consistent population growth and development, placing increased demand on public utility systems. An update to the Comprehensive Plan ensures that the Town's infrastructure keeps pace with population growth and development to maintain a high level of service.

The Town of Holly Springs has emerged as one of the largest population centers in Wake County and has experienced rapid and sustained growth over the past decade. This expansion has brought increased demand for improved infrastructure and utility services, making it essential to identify top priorities that will support both current and future residents. While active growth during the previous plan was primarily residential, the Town is currently experiencing a combination of commercial, industrial, and residential growth. By realigning plan sections and incorporating current assumptions, the Town can integrate the latest data and projections to better anticipate future needs and maximize its return on investment in utility infrastructure.

As the Town has grown, so have its infrastructure and utilities systems. Much of the growth and improvements made to the Town utility systems trace back to planning based on the *2009 Infrastructure and Utilities Plan*. Water and sewer capacity has expanded to meet residential, industrial, and commercial needs; stormwater systems have been upgraded to improve resilience; and Town-owned fiber optic connectivity has widened to support a more connected community. These achievements reflect the success of past planning efforts and underscore the importance of updating the plan to maintain momentum and meet evolving demands while ensuring that investments are efficient and yield the greatest value for the community.

Population, Water Demand, and Sewer Flow Forecast

Population and land use projections were developed in coordination with the Town's Comprehensive Plan to reflect anticipated changes in water and sewer system demands through the 2050 build-out horizon. These projections incorporate existing and future demand estimates based on the Future Land Use Map (FLUM), small area plans, and known development activity. Future projections consider the following:

- **Planned residential, commercial, and industrial developments:** Anticipating the growth of neighborhoods, business districts, and industrial developments, helps to identify where increased water and wastewater demands are likely to occur.
- **Per capita water and wastewater generation rates:** By analyzing historical data and demographic trends, the Town estimates the average water used per resident. These rates are crucial for forecasting system loads and ensuring facilities can handle peak demand periods as the Town grows.
- **Inflow and infiltration contributions:** The Plan accounts for groundwater and stormwater entering the sanitary sewer system, which can fluctuate based on weather patterns and aging infrastructure.
- **Water demand patterns:** Evaluating average daily demands, maximum daily demands, and 24 hour usage patterns helps the Town plan for sufficient system capacity and ensures reliable service during periods of highest demand.

Future projections guide the capacity, design, and timing of water and sewer infrastructure improvements, ensuring reliable service and compliance with regulations as the community grows. The Town uses these projections to prioritize upgrades, schedule maintenance, and allocate funding for expansions, so that both current and future residents continue to benefit from safe and efficient water and sewer systems.

Population Forecast

Historically, the Town has predominantly been a residential community with light commercial development. Coinciding with growth throughout Wake County and much of North Carolina, residential development continues to grow rapidly while also seeing an increase in non-residential growth, including large industrial facilities in the northwest part of town.

Water Demand Forecast

The Town considers water supply and the distribution system when evaluating future infrastructure needs to meet growing demands. Recent per capita residential demands are evaluated to make reasonable assumptions for future residential demands. Non-residential demands are evaluated based on industry standards. The Town communicates frequently with the local development community regarding anticipated future uses and associated demands throughout the Town to help inform anticipated future demands. Based on current growth forecasts, the Town of Holly Springs anticipates a buildout water demand of approximately 22 million gallons per day (MGD).

Sewer Flow Forecast

Average daily sewer flows typically follow similar trends to water demands. Sewer infrastructure planning for localized areas in Town follows industry standard assumptions for sizing pipelines and sewer pump stations. North Carolina Administrative Code Title 15A 02T provides guidance for wastewater design flow rates. Similar to the water demand forecast, system-wide sewer flows follow historical trends specific to the Town's system for residential development and incorporate regional trends for non-residential uses, as well as coordination with the local development community. Based on current growth forecasts, the Town of Holly Springs anticipates a future treatment capacity of approximately 16 MGD.

COMMUNITY ENGAGEMENT

Holly Springs Project Community Engagement Summary

The Comprehensive Plan and infrastructure planning should reflect the needs and values of the Town's Residents. As such, the development of the Comprehensive Plan was guided by community engagement that was carried out to ensure transparency and collect feedback from residents.

To gather feedback from residents, the Town hosted multiple events with a focus on Section 4 (Community Facilities), Section 5 (Utilities and Infrastructure), and Section 6 (Natural Areas) of the Comprehensive Plan:

Farmers Market and Holly Springs Salamanders Baseball Game Outreach

At both of these events, two booths were set up—one by Town staff and one by Kimley-Horn—to facilitate public engagement and provide information regarding the comprehensive plan. The Town's booth served as a general resource for questions related to Holly Springs and ongoing development initiatives. Kimley-Horn's booth focused specifically on the Comprehensive Plan, aiming to engage attendees around proposed Comprehensive Plan updates. The booth featured two display boards: one illustrated the current status and direction of the Comprehensive Plan, while the other offered a trivia game designed to draw interest and participation.





Developer's Breakfast and Online Survey

In addition to more public facing outreach, the project team solicited feedback in person from the development community at the annual Holly Springs Developer's Breakfast and then supplemented the in-person event with an online survey. The survey sought to gather feedback on challenges and priorities related to the role water, sewer, stormwater, and fiber infrastructure plays in development decision making as well as the ease with which developers can deliver projects. Over 40 individuals provided feedback via the survey, and the full results can be found in the appendix.

Stakeholder Interviews

Stakeholder interviews were conducted to gather focused, expert insights from key sectors of the community to help shape infrastructure, utility, and development strategies that align with the Town's growth objectives. Participants included staff from the Town of Holly Springs and Wake County, emergency service providers, and members of the development community, each offering valuable perspectives to inform the Comprehensive Plan.

VISION

Vision Statement

The Holly Springs Infrastructure and Utilities Comprehensive Plan will deliver resilient, efficient, and sustainable infrastructure and utility services that support a thriving, connected, and growing community—today and into the future.

Resilient	Efficient	Sustainable
Withstand challenges and adapt to growth and change to protect community wellbeing.	Maximize resources and optimize operations for reliable utility delivery.	Minimize environmental impact and promote responsible, future-focused strategies.

Potable Water: Safe, reliable water for homes and businesses

Sanitary Sewer: Effective wastewater management

Reclaimed Water: Smart reuse for sustainability

Stormwater: Resilient systems to protect property and environment

Fiber Optic: Robust connectivity for a modern community

The Comprehensive Plan ensures our infrastructure keeps pace with growth, providing top-tier services that strengthen the fabric of Holly Springs—today and for generations to come.



CHAPTER 2

SANITARY SEWER SYSTEM

WHAT'S INSIDE:

System Description
Service Area Map
Inventory and Description of Existing Infrastructure

Existing System Analysis
System Flow Monitoring
Model Development and Calibration

Demand Forecasting
Future System Analysis
Basin Planning

Wastewater Treatment

Town Priorities

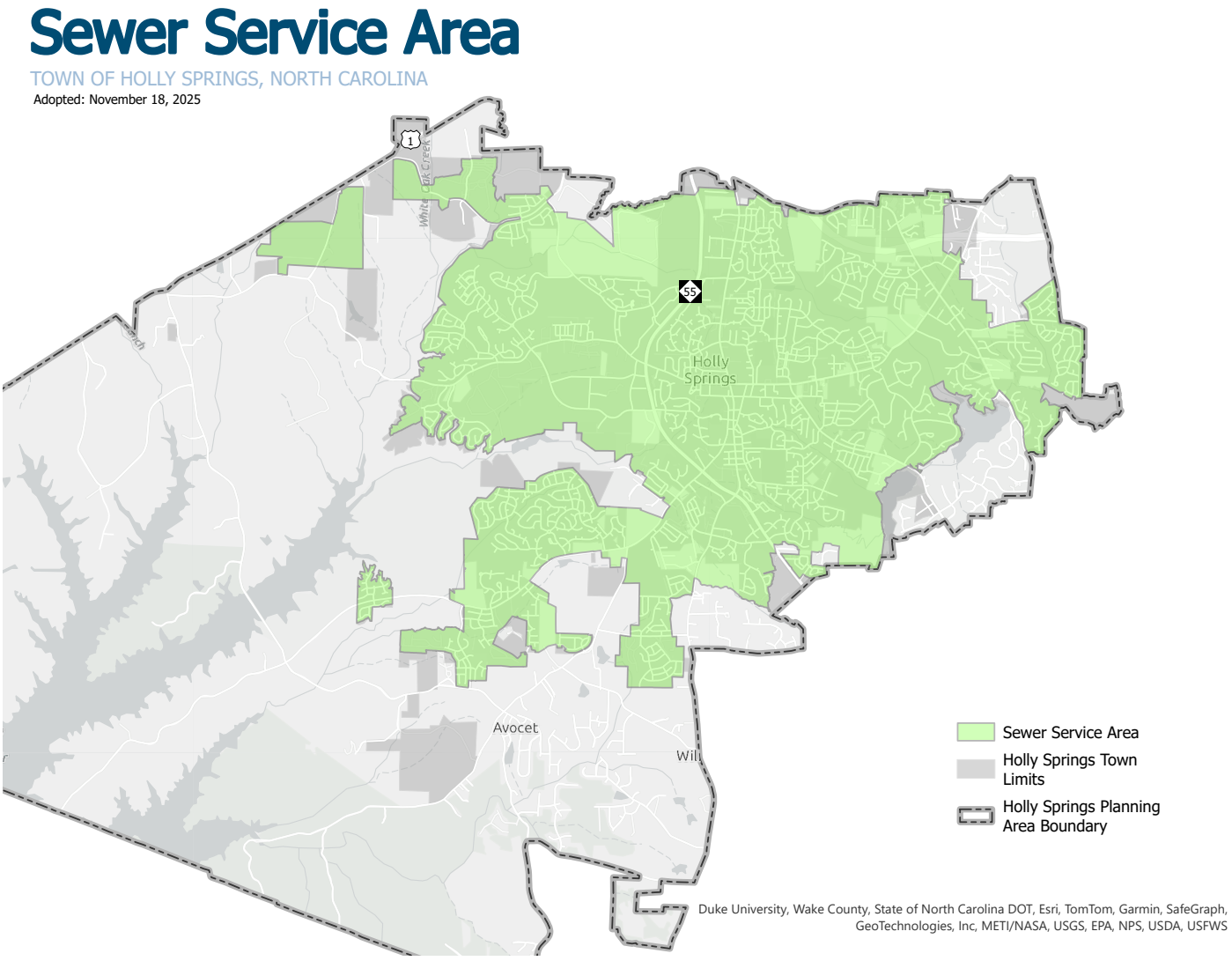
Sustainability Initiatives

System Description

The Town of Holly Springs maintains a complex sanitary sewer system, designed to support the current and future needs of a rapidly growing community. The system incorporates a network of gravity sewers, pump stations, and force mains, conveying wastewater from homes, businesses, and public facilities to the Utley Creek Water Reclamation Facility (UCWRF). The system's goal is to ensure reliable, environmentally responsible wastewater collection and treatment, safeguarding public health and the region's vital water resources.

Service Area Map

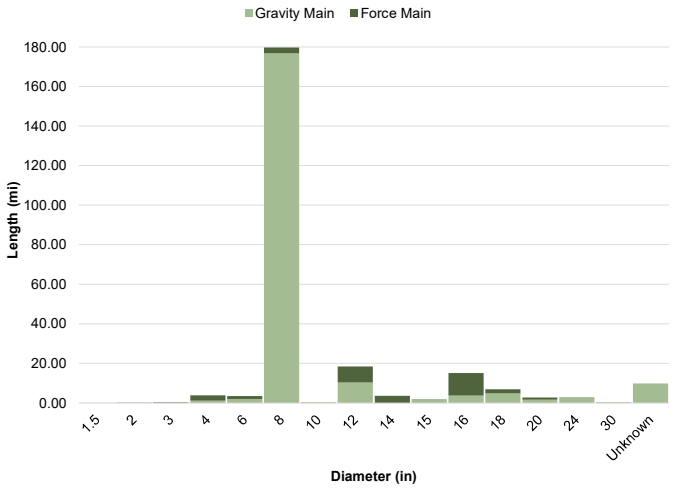
The sanitary sewer service area includes residential neighborhoods, commercial corridors, industrial parks, and municipal facilities. The boundaries are established to ensure efficient service delivery, minimize environmental impacts, and accommodate future growth.



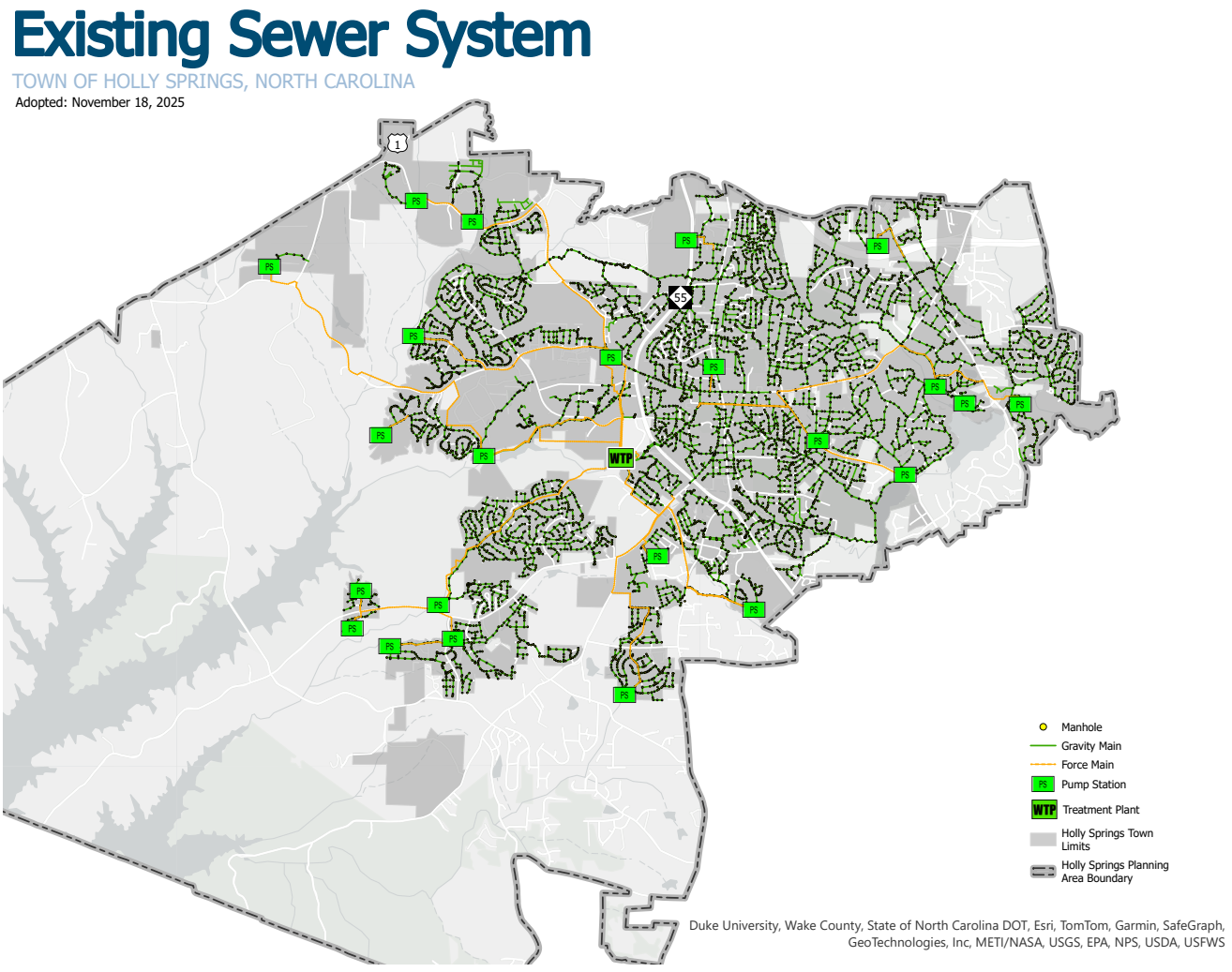
Inventory and Description of Existing Infrastructure

The existing sanitary sewer infrastructure in Holly Springs consists of the following primary components:

- **Utley Creek Water Reclamation Facility:** The UCWRF is the wastewater treatment facility that services the Town of Holly Springs. It receives and treats wastewater collected from gravity sewers, pump stations, and force mains within the Town's service area, ensuring that discharged effluent meets environmental standards and supports sustainable community growth.
- **Gravity Sewers:** Gravity sewers run downhill and are the main method of conveying wastewater to pump stations and treatment plants. Holly Springs maintains approximately 216 miles of gravity sewer pipes ranging from small diameter laterals serving residential streets up to 30-inch trunk mains transporting flows from multiple sewer basins.



- **Pump Stations:** Sewer pump stations pressurize and lift wastewater in low-lying areas to convey it towards the UCWRF. The Town currently operates 23 strategically located pump stations.
- **Force Mains:** Pressurized pipelines transport wastewater from pump stations to gravity mains, downstream pump stations, or directly to the UCWRF. Holly Springs maintains approximately 34 miles of force main pipes ranging from 6-inch to 24-inch diameter.

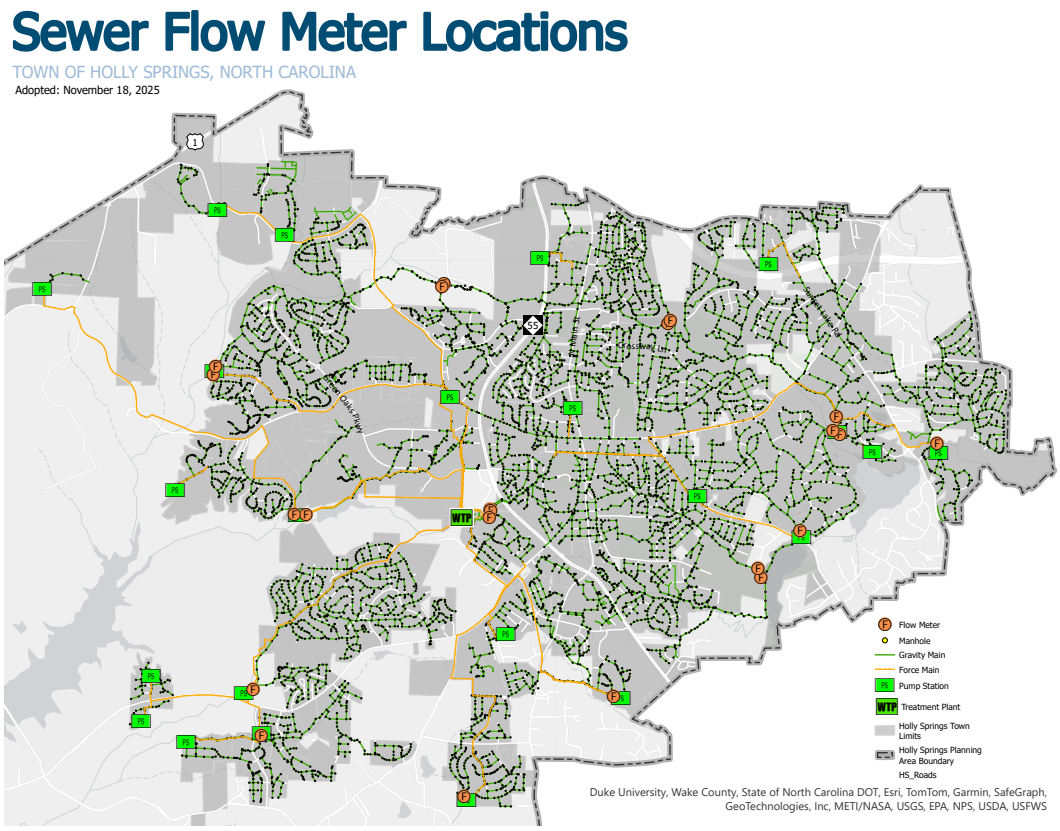


Existing System Analysis

The Town of Holly Springs' existing GIS mapping data for the sanitary sewer system, maintained by the Town, was utilized in the sewer system analysis. A comprehensive analysis was conducted to assess the capacity and performance of the existing sanitary sewer system.

System Flow Monitoring

Flow monitoring devices and rain gauges were installed for a three month period in strategic locations throughout the sewer network to collect data on wastewater volumes, velocity, depth, and rainfall amounts. Flow monitoring targets wet weather periods to quantify infiltration and inflow (I/I). Excessive I/I can can lead to sanitary sewer overflows, increased operational costs at pump stations and treatment plants, and infrastructure damage. The data collected informs future system upgrades and maintenance priorities.



Model Development and Calibration

A hydraulic model of the Town's sanitary sewer system was developed using a specialized software platform that enables detailed simulation and analysis of complex sewer networks, quantifying existing hydraulic capacity and identifying potential issues for proactive management. The model incorporates infrastructure data from existing GIS and as-built drawings, flow monitoring results, and future land use information. Calibration was performed by adjusting model parameters to achieve agreement between predicted and observed flows at key locations. This process ensures reliable predictions of system behavior under current and future loading conditions.

This model will be used by the Town as a tool to understand sanitary sewer capacity/availability in the system, and when detailed capacity studies may be required.

Demand Forecasting

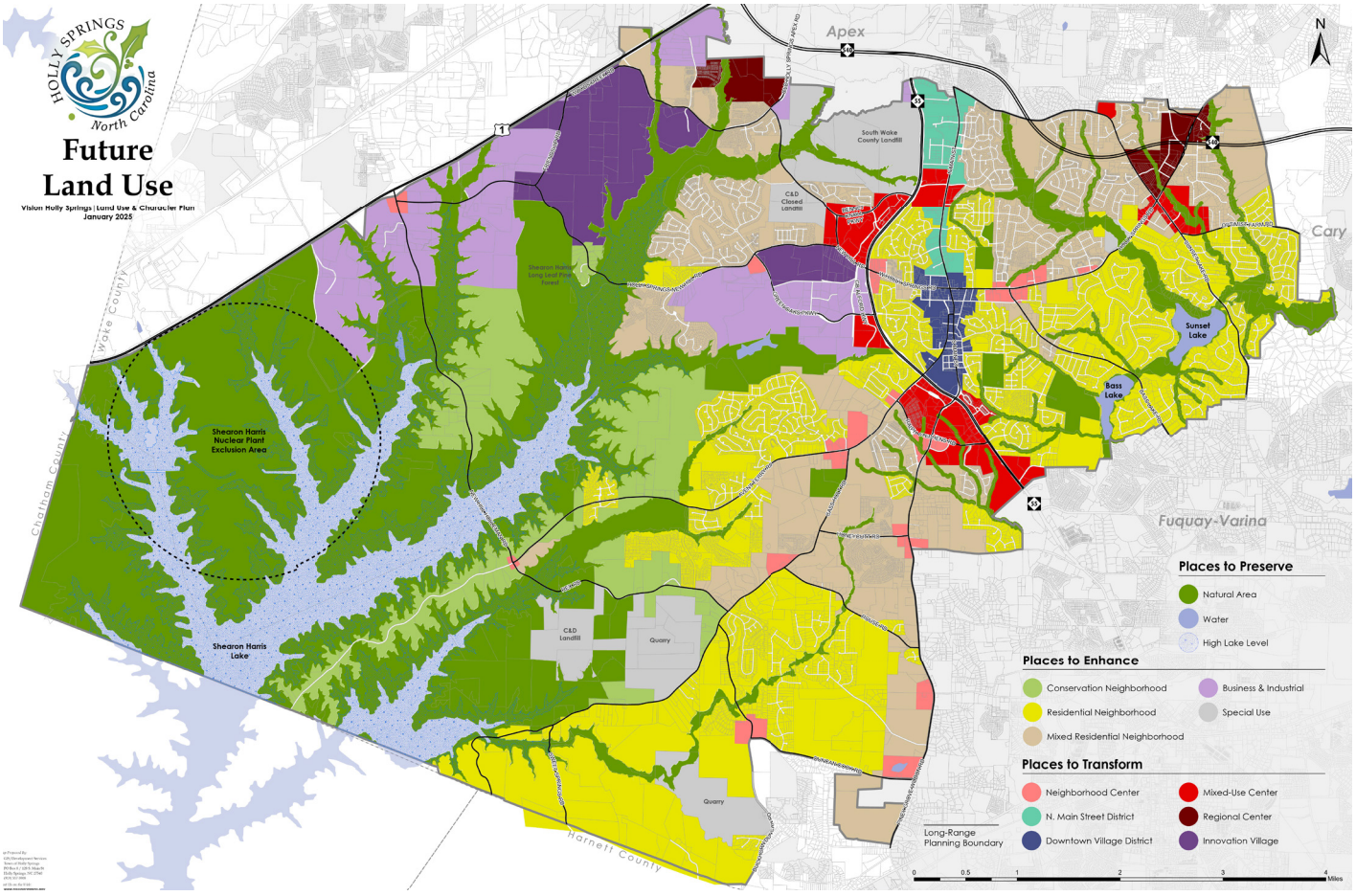
Population and land use projections were developed in coordination with **Section 1: Land Use and Character Plan | Small Area Plans** of the Comprehensive Plan. Demand forecasting considers:

- Planned residential, commercial, and industrial developments
- Per capita wastewater generation rates
- Inflow and infiltration contributions

These forecasts inform the sizing and phasing of future system improvements to prevent capacity issues and maintain regulatory compliance.

Future System Analysis

With continued growth expected in Holly Springs, the sanitary sewer system must adapt to serve new development while maintaining service to existing customers. As described in Section 1, Sewer Flow Forecasting was completed to project future sewer flows in accordance with the Town's Future Land Use Map (FLUM).



Basin Planning

The Town is divided into multiple sewer basins each draining to the UCWRF. Basin planning ensures balanced flows, avoids bottlenecks, and prioritizes upgrades where they are most needed. Critical basins are analyzed for capacity limitations and opportunities to optimize pump station placement.

WASTEWATER TREATMENT

Wastewater Treatment

The Town of Holly Springs treats wastewater at the UCWRF, which currently operates at 6 million gallons per day (MGD). A planned expansion of this facility will increase capacity from 6 MGD to 8 MGD by 2029, supporting near-term growth projections and maintaining service reliability.

Looking beyond 2029, the Town is proactively exploring additional alternatives to further expand wastewater treatment capacity beyond 8 MGD. Developers are encouraged to design projects that fit within the existing treatment limits or contribute to long-term infrastructure solutions.

Based on current growth forecasts, the Town of Holly Springs anticipates a future treatment capacity of approximately 16 MGD. To meet this projected need, phased capital improvements will be required throughout the planning horizon to ensure the system can reliably support future demand.

The Town's ability to secure additional treatment capacity will directly influence its capacity to support future development. As such, infrastructure planning and investment remain critical to sustaining growth and protecting public health. The Town routinely updates demand projections to ensure anticipated growth is in line with current infrastructure planning.



Town Priorities

Sewer Planning

The sanitary sewer model will be used as a tool to understand and evaluate the sanitary sewer capacity/availability in the system. As growth of the Town's sanitary sewer system continues, updates to the sewer model addressing physical system growth, existing flows, and future growth will be incorporated.

Growth of the Town's sanitary sewer system via gravity sewer, force mains, and pump stations shall balance short-term needs with planned future growth. Designs involving public sewer infrastructure shall be in accordance with the Town's Engineering Design and Construction Standards.

Proposed trunk sewer and force main routing designs shall consider the following:

- **Topography:** Avoid steep grades and minimize high points to reduce air release valve needs for force mains, and minimize pipelines being installed at depths of 20' or deeper.
- **Existing Infrastructure:** Align with existing easements and utility corridors where feasible.
- **Roadway Corridors:** Alignments shall avoid using existing NCDOT right-of-way unless approved in advance by the Town.
- **Environmental Constraints:** Minimize impacts to wetlands, riparian buffers, and protected areas unless unavoidable.
- **Future Development:** Coordinate with the Future Land Use Map (FLUM) and anticipated growth zones.
- **Property Frontage:** Sanitary sewer lines installed by property owners should be constructed along the full extent of the adjacent right-of-way or through the entire property as appropriate to permit further extension to adjacent properties
- **Accessibility:** Developers should provide sanitary sewer service to all lots within a subdivision.

Pump station designs shall consider the following:

- **Sizing:** Each pump station must be sized to serve the entire sewer shed at buildout, reflecting projected land use and population growth.
- **Impacts to Surrounding Areas:** Pump stations should be located and designed to minimize noise, odor, and other nuisance conditions in surrounding areas.
- **Location:** Pump Station locations should efficiently serve the defined sewer basin with appropriate flow considerations.



Regional Pump Station Recommendations

The Town of Holly Springs views the development of regional pump stations as a strategic investment in infrastructure, driven by several key objectives:

- Enhancing system resilience and redundancy
- Improving operational efficiency
- Supporting projected growth in targeted sewer basins
- Reducing the risk of sanitary sewer overflows (SSOs) during peak flow conditions

Proposed locations for regional pump stations include:

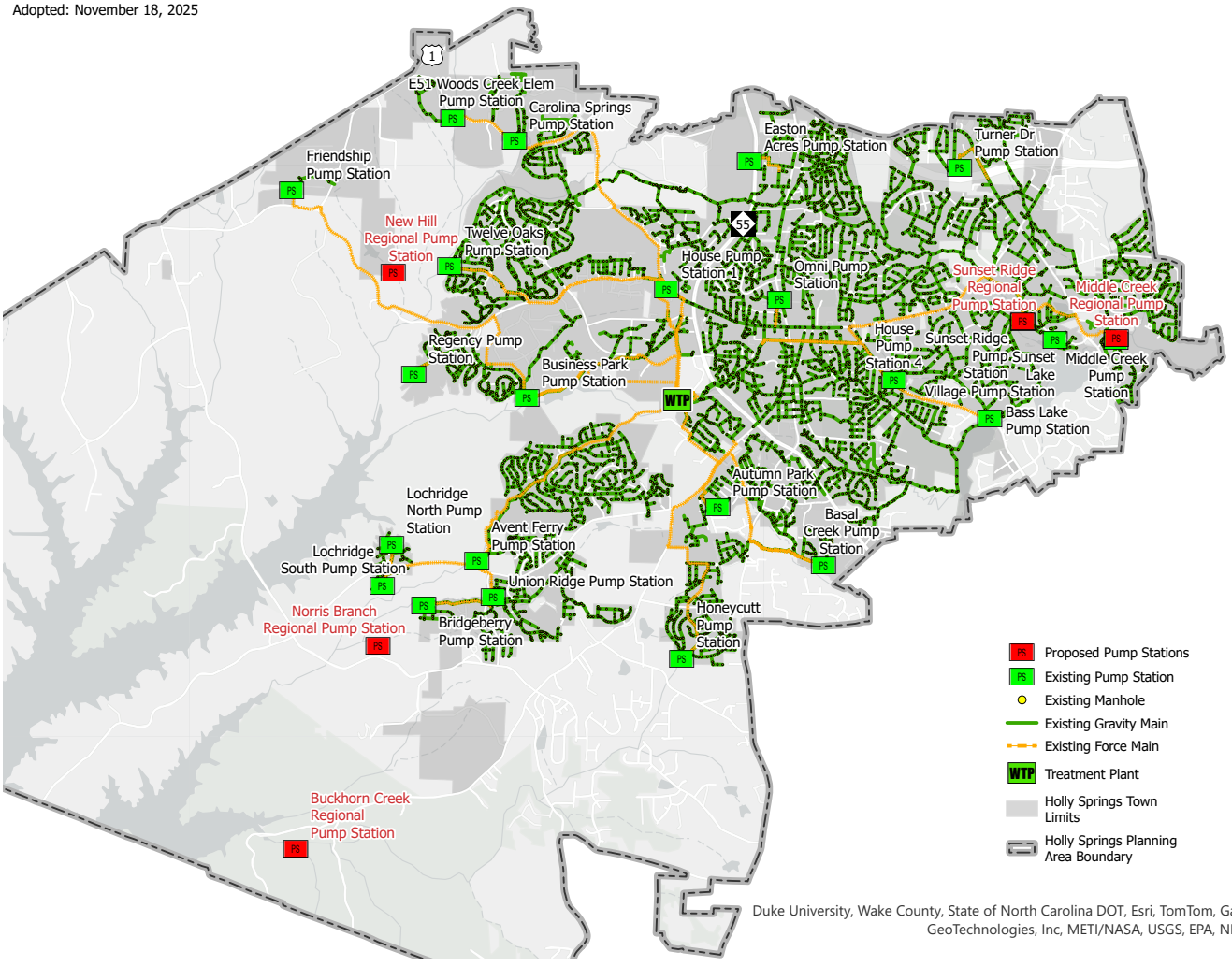
- Buckhorn Creek Regional Pump Station
- New Hill Regional Pump Station
- Norris Branch Regional Pump Station
- Sunset Ridge Regional Pump Station (Upgrades to an existing pump station)
- Middle Creek Regional Pump Station (Upgrades to an existing pump station)

As new regional pump stations are brought online, the Town aims to optimize the sewer network by redirecting flows and consolidating existing pump stations wherever feasible.

Future Regional Pump Station Locations

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

Adopted: November 18, 2025



Duke University, Wake County, State of North Carolina DOT, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS



Priority Investment Areas

In alignment with the Town's sanitary sewer modeling efforts, Priority Investment Areas will be designated to guide strategic infrastructure investment. These areas represent the highest priorities for sanitary sewer improvements and are selected based on system performance, growth projections, and operational needs.

Investing in these areas enables the Town to:

- Focus capital improvements where they will deliver the greatest impact.
- Address aging infrastructure and alleviate capacity constraints in rapidly developing zones.
- Ensure timely upgrades to trunk lines, pump stations, and force mains.

All infrastructure investments will be evaluated not only for their immediate utility, but also for their long-term value and alignment with the Town's broader planning and sustainability goals.

Priority Investment Areas are currently being assessed in conjunction with the Town's ongoing sanitary sewer model development, calibration, and master planning. A detailed map illustrating these designated areas will be included in the updated documentation, scheduled for release in early 2026.

Capital Improvements

To support sustainable growth and address evolving infrastructure demands, the Town of Holly Springs is dedicated to maintaining and routinely updating its Capital Improvement Plans (CIPs), with a focused emphasis on expanding and enhancing the Town's sanitary sewer system. These plans will identify strategic priorities, estimate capital costs, and establish phased implementation schedules across 5-, 10-, and 20-year horizons.

By aligning sanitary sewer improvements with broader objectives of resilience and public health, the Town can proactively support future population growth and ensure that development remains both efficient and environmentally responsible.

SUSTAINABILITY INITIATIVES

Sustainability Initiatives

- **Regional Lift Stations:** The Town prioritizes the strategic upgrade and installation of regional lift stations to enhance system resilience, improve operational efficiency, and accommodate anticipated growth. Modernizing these facilities reduces the risk of service interruptions, supports redundancy, and ensures reliable wastewater conveyance across all basins.
- **Rehabilitation and Replacement of Aging Gravity Mains:** Proactive identification and rehabilitation or replacement of aging gravity sewer mains are essential to prevent system failures, minimize inflow and infiltration, and extend infrastructure lifespan. These efforts help safeguard public health, protect the environment, and maintain regulatory compliance as the Town continues to grow.
- **Inflow and Infiltration Reduction:** Employing comprehensive flow monitoring and proactive maintenance programs helps identify and address sources of inflow and infiltration throughout the sanitary sewer system. By regularly inspecting infrastructure and implementing targeted repairs, the Town can minimize excess stormwater and groundwater entry, optimize system capacity, and lower the risk of sanitary sewer overflows. Programmatic inspection and monitoring supports data-driven decision-making, ensuring ongoing improvements and enhanced system reliability.
- **Community Engagement and Education:** Ongoing outreach initiatives are essential for fostering water conservation and pollution prevention practices among residents and businesses. Through educational campaigns, workshops, and collaborative events, the Town encourages the adoption of responsible water use habits and proper waste disposal. These efforts empower the community to actively participate in safeguarding the sanitary sewer system, protecting water resources, and supporting long-term sustainability goals.
- **Water Quality Improvements:** Planned upgrades at UCWRF are designed to enhance the quality of wastewater effluent, further protecting Utley Creek and the Town's water resources.



CHAPTER 3

WATER SYSTEM

WHAT'S INSIDE:

System Description
Service Area map
Inventory and Description of Existing Infrastructure

Existing System Analysis
Water Model Development
Field Testing and Calibration

Demand Forecasting
Future System Analysis

Town Priorities

Sustainability Initiatives

SYSTEM DESCRIPTION

System Description

The Town of Holly Springs operates a potable water distribution system engineered to meet both present and future demands of its growing community. This system consists of an integrated network of water mains, elevated storage tanks (ESTs), and pump stations, delivering clean, safe drinking water from supply sources to homes, businesses, and public facilities throughout the service area. The primary objective of the system is to provide dependable and environmentally responsible water delivery, protecting public health and ensuring the reliable availability of this essential resource for all residents.

Water Supply

The Town purchases drinking water from Harnett Regional Water (HRW) in Harnett County and maintains an emergency connection with the Town of Cary's distribution system to ensure a reliable water supply to Holly Springs residents. The current contract allows the Town to purchase up to 10 million gallons per day (MGD) from HRW. To further increase water supply and improve system resiliency, the Town is partnering with Tri River Water and the Town of Fuquay-Varina to expand the existing Sanford Water Filtration Facility and receive an additional 4 MGD. Water from HRW and TriRiver Water originates from the Cape Fear River prior to treatment at the respective facilities.

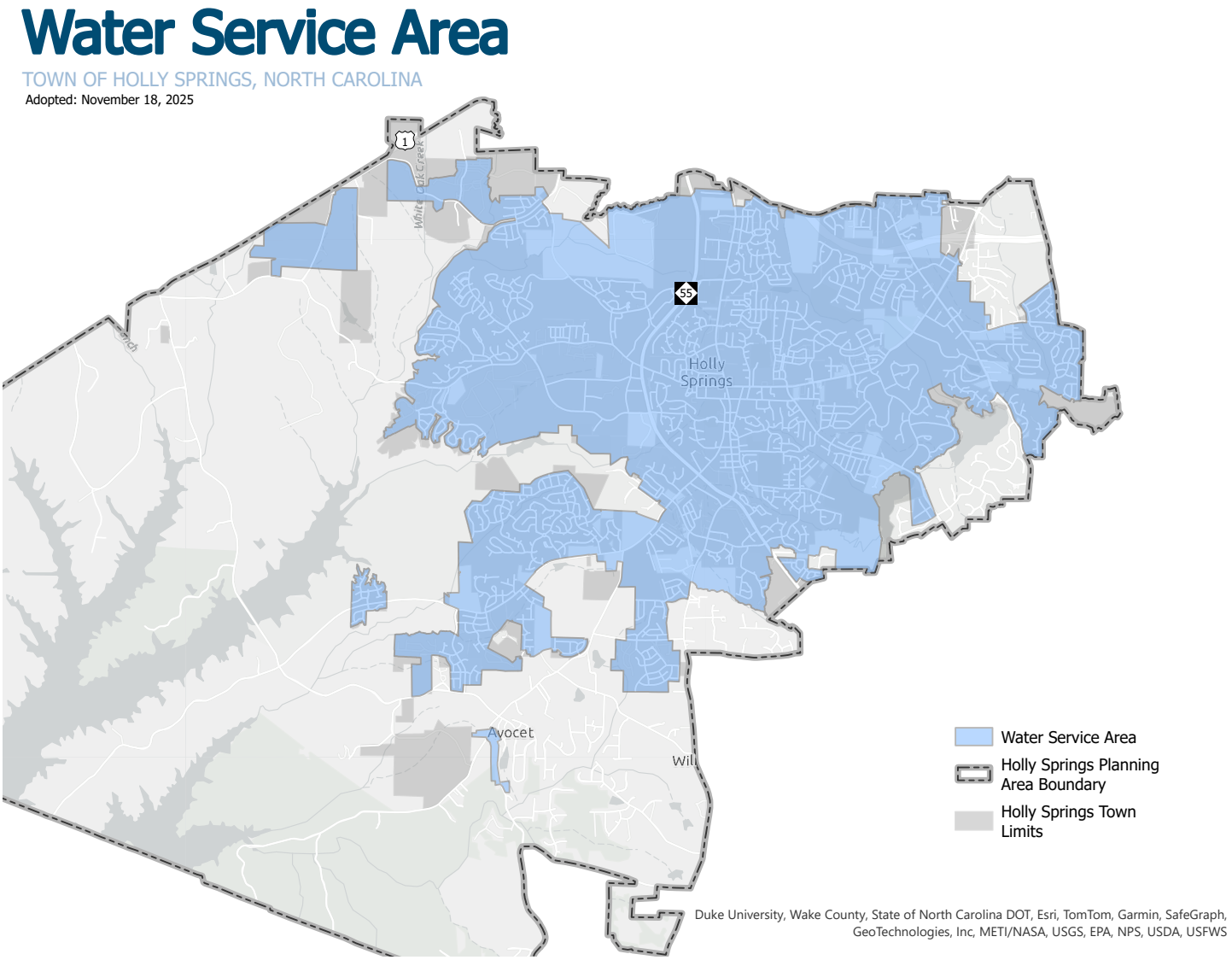
In 2015, Holly Springs proactively secured approximately 2.2 MGD of additional water supply in Jordan Lake through the Round 4 allocation process, which can be accessed at a future date to further increase water supply to the Town.

The Town participates in the Triangle Water Partnership (TWP), which proactively evaluates water supply and distribution in the region through several recent projects, including the Distribution Model Infrastructure Update, Emergency Spill Response and Mitigation Plan Coordination, Triangle Regional Water Supply Plan, and Interconnection Model Maintenance.



Service Area map

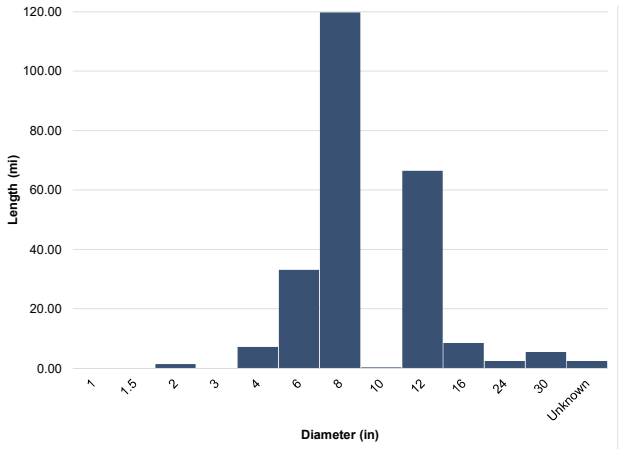
The potable water service area includes residential, commercial, and industrial customers. The boundaries are established to ensure efficient service delivery, minimize environmental impacts, and accommodate future growth.



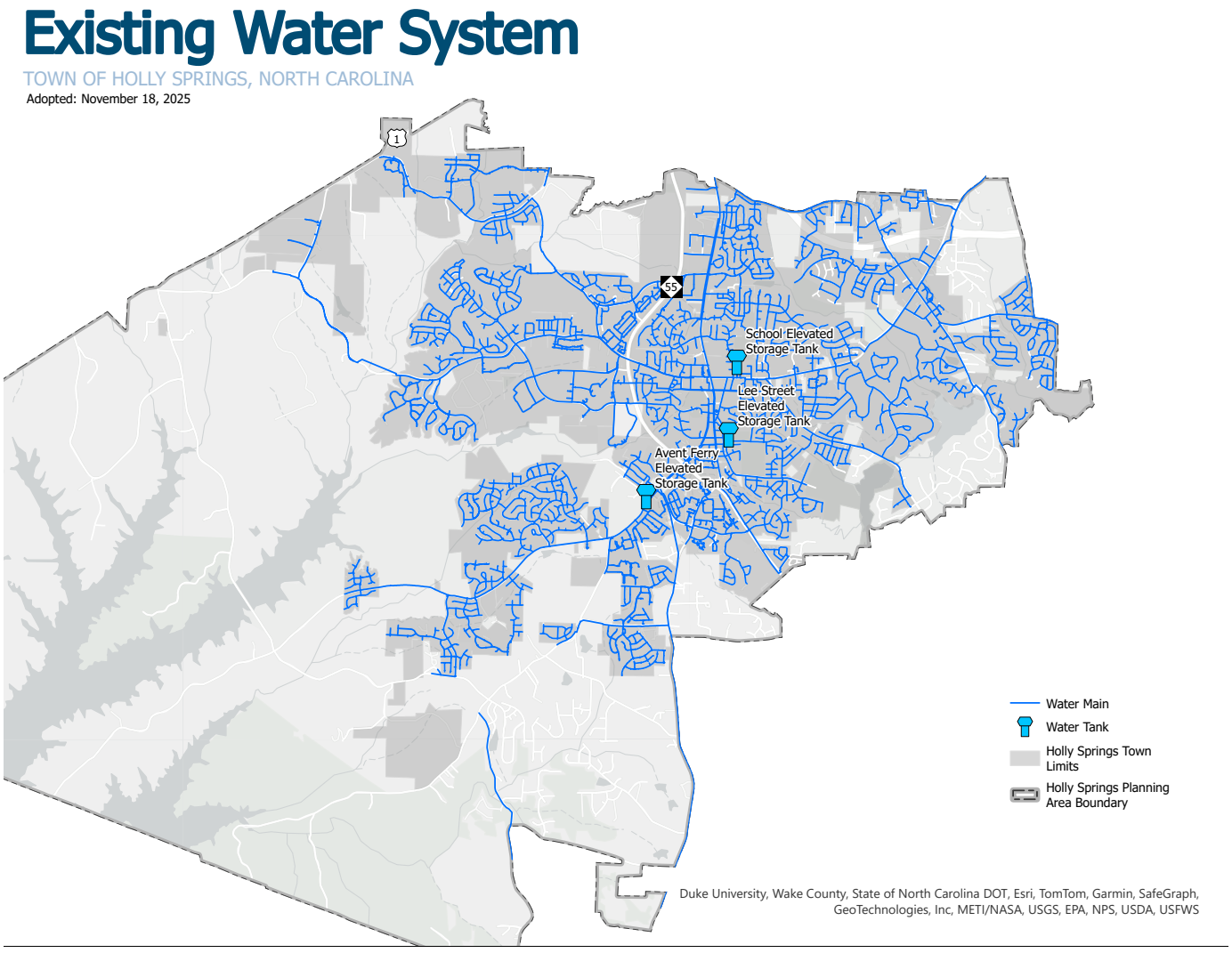


Inventory and Description of Existing Infrastructure

The existing water infrastructure in Holly Springs consists of the following primary components:



- **Water Mains:** Pressurized pipelines deliver potable water throughout the distribution system, connecting supply sources to elevated storage tanks, pump stations, and service connections. Holly Springs manages approximately 245 miles of water main pipes, with diameters ranging from 1-inch to 30-inches.
- **Water Pump Stations:** Potable water pump stations are essential for distributing water to customers while maintaining adequate pressure, water quality, and facilitating the efficient movement of drinking water throughout the distribution system. The Town's system includes a pump station located outside of the southern Holly Springs Planning Area Boundary to pump water from HRW. An additional pump station is located on the border of Cary along Holly Springs Road and serves as an emergency interconnection for the Town.
- **Elevated Storage Tanks:** Elevated storage tanks (ESTs) play a critical role in maintaining consistent water pressure and providing emergency reserves for fire protection and peak demand periods. Holly Springs operates three ESTs strategically located throughout the service area, each designed to optimize system reliability and support ongoing community growth. The total EST volume is 2.5 MG.



EXISTING SYSTEM ANALYSIS

Existing System Analysis

The Town of Holly Springs' existing GIS mapping data for the water system, maintained by the Town, was utilized in the water system analysis.

A comprehensive analysis was conducted to assess the condition, capacity, and performance of the existing water system.

Water Model Development

The Town's existing water model was originally built in 2012 and was last updated in 2025. The hydraulic model is a central tool to inform the Town's infrastructure planning. The water model serves several key functions:

- **Simulates Water Distribution:** Models how potable water flows through the Town's 245 miles of water mains, pump stations, and elevated storage tanks.
- **Supports Planning and Development:** As the Town grows, the model is used to ensure available water supply for new developments for domestic use and fire protection.
- **Informs Capital Improvements:** Helps prioritize upgrades and expansions, including future transmission mains.

The Town's water model was updated to reflect recent expansion of the pipe network and current system hydraulics. The model will be used by the Town as a tool to understand water availability and storage in the system, and when detailed availability studies may be required.

Field Testing and Calibration

The existing water model calibration for Holly Springs integrated both Hydraulic Grade Line (HGL) testing and Fire Flow Analysis to ensure accurate simulation of system performance and guide infrastructure planning.

- **HGL Testing:** HGL testing was conducted to evaluate the hydraulic performance of transmission mains. Over 18 miles of pipe were tested during the 2025 model update, and the model was updated to ensure it accurately predicts system conditions.
- **Fire Flow Testing:** Pressure recorders are utilized to understand system hydraulics when large volumes of water are flowed from fire hydrants. Results from flow tests are used to evaluate the water system's ability to meet fire protection needs while maintaining adequate system pressures. The 2025 model update included five strategically located fire flow tests.

Following field testing, the model is then used to simulate existing conditions and predict system operations in future years to assist with planning of future infrastructure needs.



DEMAND FORECASTING

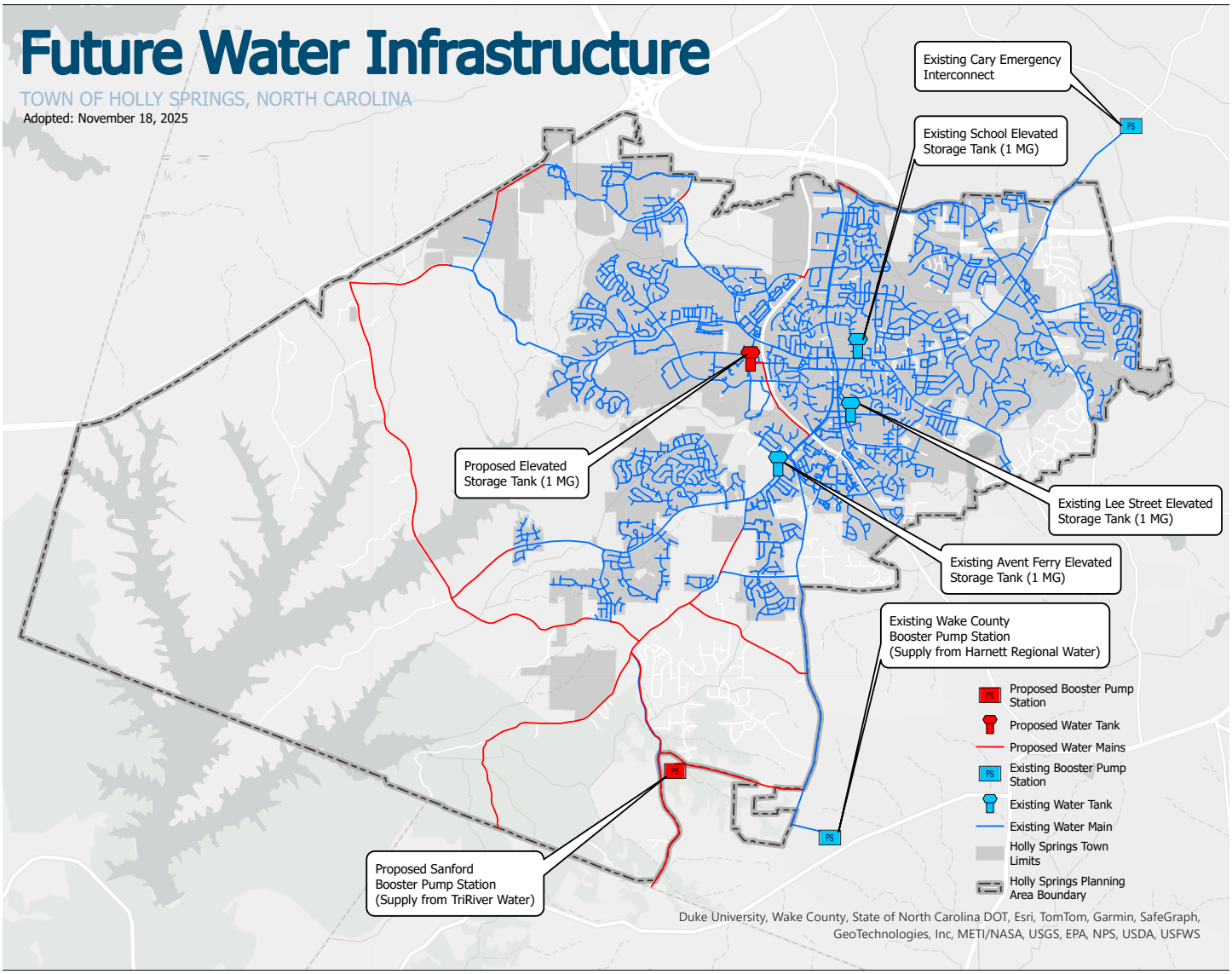
Population and land use projections were developed in coordination with **Section 1: Land Use and Character Plan | Small Area Plans** of Comprehensive Plan. Demand forecasting considers:

- Planned residential, commercial, and industrial developments
- Per capita water usage rates
- Water use patterns (i.e. peak day and peak hour demands)

These forecasts inform the sizing and phasing of future system improvements to ensure adequate water availability is maintained.

Based on current growth forecasts, the Town of Holly Springs anticipates a buildout water demand of approximately 22 MGD. To meet this projected need, phased capital improvements will be required throughout the planning horizon to ensure the system can reliably support future demand. The Town routinely updates demand projections to ensure anticipated growth is in line with current infrastructure planning.

Future System Analysis



Town Priorities

Water Planning

The Town's water model serves as a critical planning tool to evaluate system-wide water demand and availability. As Holly Springs continues to grow, the model will be regularly updated to reflect changes in physical infrastructure, current usage patterns, and projected future demands. Large-scale residential and economic development projects often drive increased fire flow requirements across the distribution system.

Holly Springs currently holds an ISO Class 1 Fire Protection rating from the Insurance Services Office—a distinction that reflects the Town's commitment to public safety and infrastructure excellence. Preserving this rating remains a top priority.

Expansion of the Town's water distribution system, including transmission mains and elevated storage tanks, will be strategically planned to meet immediate needs while supporting long-term growth and resilience.

Water Transmission Mains

Proposed Water Transmission Main routing designs shall consider the following:

- **Topography:** Minimize high points to reduce air release valve needs for transmission mains.
- **Existing Infrastructure:** Align with existing easements and utility corridors where feasible.
- **Roadway Corridors:** Alignments shall avoid using existing NCDOT right-of-way unless approved in advance by the Town.
- **Environmental Constraints:** Minimize impacts to wetlands, riparian buffers, and protected areas.
- **Hydraulic Considerations:** Transmission mains shall be sized in accordance with the Town's water model recommendations.
- **Connectivity:** Water transmission mains sized 16" or larger shall not have individual water service connections unless approved in advance by the Town.

Waterline Connectivity

Un-looped water mains can lead to water stagnation, decreased water quality, limited available fire flow, and inconsistent service for residents and businesses located at the ends of these pipelines. By strategically eliminating or looping these mains, the Town aims to promote continuous circulation throughout the distribution system. Improved circulation helps maintain optimal chlorine residuals, reduces the risk of sediment buildup, increases fire flow availability, and minimizes the potential for microbial growth. These upgrades enhance the reliability, resilience, and consistency of water delivery in all service areas.

Elevated Water Storage Tank Recommendations

The Town of Holly Springs views the construction of additional elevated water storage tank(s) as a strategic investment in infrastructure, driven by several key objectives:

- Ensuring reliable water delivery to all users
- Supporting new residential and commercial developments.
- Improving operational efficiency



Priority Investment Areas

In alignment with the Town's water modeling efforts, Priority Investment Areas will be designated to guide strategic infrastructure investment. These areas represent the highest priorities for water improvements and are selected based on system performance, growth projections, and operational needs.

Investing in these areas enables the Town to:

- Focus capital improvements where they will deliver the greatest impact.
- Address aging infrastructure and alleviate capacity constraints in rapidly developing zones.
- Ensure timely upgrades to water transmission mains, distribution waterlines, and elevated water storage tanks.

All infrastructure investments will be evaluated not only for their short-term benefit, but also for their long-term value and alignment with the Town's broader planning and sustainability goals.

Priority Investment Areas are currently being assessed in conjunction with the Town's ongoing water model development and calibration. A detailed map illustrating these designated areas will be included in the updated documentation, scheduled for release in early 2026.

Capital Improvements

To support sustainable growth and address evolving infrastructure demands, the Town of Holly Springs is dedicated to maintaining and routinely updating its Capital Improvement Plans (CIPs), with a focused emphasis on expanding and enhancing the Town's water system. These plans will identify strategic priorities, estimate capital costs, and establish phased implementation schedules across 5, 10, and 20-year horizons.

By aligning water system improvements with broader objectives of resilience and public health, the Town can proactively support future population growth and ensure that development remains both efficient and environmentally responsible.

Sustainability Initiatives

- **Enhancing Fire Flow:** The Town is committed to improving fire flow capacity across its water distribution network to bolster public safety and ensure that sufficient water is available for emergencies. Targeted system improvements include upgrading undersized water mains, installing additional hydrants in strategic locations, and optimizing the operation of pump stations and elevated storage tanks to maintain consistent pressure during periods of high demand. These initiatives are guided by ongoing fire flow testing and hydraulic modeling, which help identify areas where enhancements are needed most. By prioritizing fire flow improvements, the Town supports robust emergency response capabilities, reduces the risk of property damage, and ensures compliance with fire protection standards as the community continues to grow.
- **Replace Aging Pipes and Pipes Constructed of Obsolete Materials:** Proactive replacement of aging water mains and pipes made from obsolete or non-standard materials strengthens system reliability, reduces the risk of breaks, and supports long-term water quality and service continuity. The Town of Holly Springs has prioritized this initiative to address the challenges posed by deteriorating infrastructure, which can lead to leaks, frequent repairs, and potential contamination risks. By systematically identifying sections of the distribution system most in need of upgrades—using asset management data, historical maintenance records, and condition assessments—the Town is able to plan and execute targeted pipe replacement projects. Upgrading to modern, corrosion-resistant pipe materials improves hydraulic performance and reduces maintenance costs over time. Additionally, replacing outdated pipes aligns with regulatory requirements and supports the Town's broader sustainability goals, ensuring that the water system remains resilient and capable of meeting future demand as the community grows.
- **Community Engagement and Conservation Education:** Ongoing public outreach encourages responsible water use and conservation across households and businesses. Through educational workshops, informational materials, and community events, residents are equipped with the knowledge and tools to reduce consumption, utilize water-efficient fixtures, and adopt best practices such as fixing household leaks. These efforts foster a culture of sustainability and empower the community to play an active role in preserving the Town's potable water resources.



CHAPTER 4

STORMWATER SYSTEM

WHAT'S INSIDE:

System Description
Service Area Map

Existing Stormwater Program

Future Stormwater Program
Infrastructure Planning
Programs
Local Regulations
Treatment Regionalization
Implementation Plan

Sustainability Initiatives

SYSTEM DESCRIPTION

System Description

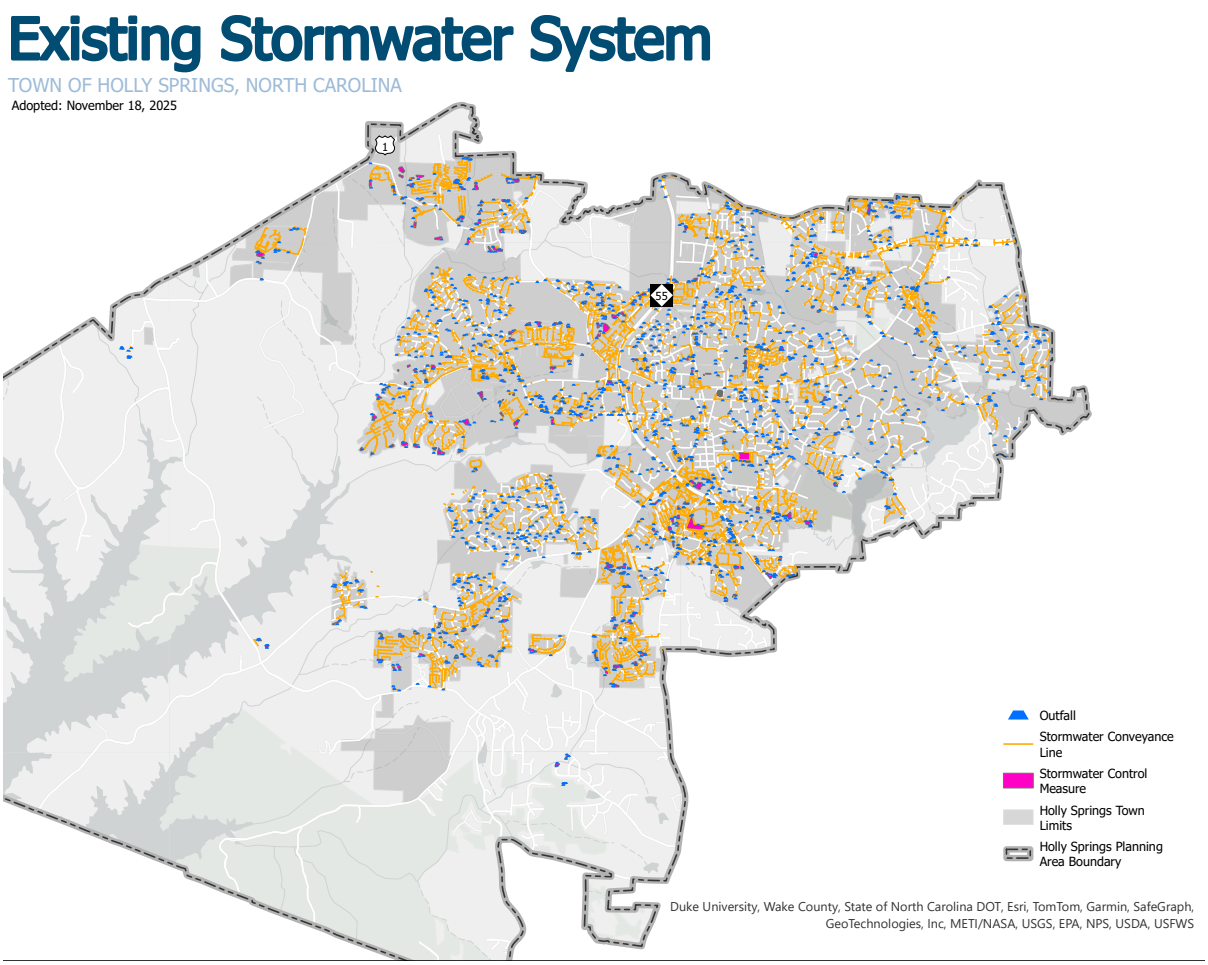
The Town of Holly Springs owns and operates a Municipal Separate Storm Sewer System (MS4) within its corporate limits in Wake County, North Carolina. The MS4 discharges into both the Neuse River Basin and Cape Fear River Basin. Receiving waters include Middle Creek, Basal Creek, Rocky Branch, Little White Oak Creek, White Oak Creek, Big Branch, Little Branch, Utley Creek, Norris Branch, Cary Branch, Jim Branch, Buckhorn Creek, and several unnamed tributaries.

Current MS4¬ GIS mapping of the storm sewer system includes locations of manholes, junction boxes, culvert pipes and road crossings, ditches and discharges, as well as associated material and size descriptions associated with each of these features. Most of the storm sewer system has been mapped and is regularly updated as new development occurs. The Town requires digital as-builts to be submitted as part of the development process, and this information is added to the existing mapping so that a current database is maintained. Figure 1 shows the Town's current service area along with the extent of mapping of the conveyance system owned and maintained by the town.

Several documents were referenced for the current update of the Comprehensive Plan, including:

- Town of Holly Springs Secondary and Cumulative Impacts Mitigation Management Plan (2025)
- Town of Holly Springs Stormwater Management Plan (2023)
- Town of Holly Springs NPDES MS4 Permit No. NCS000495 (2023)
- Town of Holly Springs Sustainability Action Plan (2023)
- Upper Middle Creek Watershed Action Plan (2020)
- Vision Holly Springs Comprehensive Plan (2007)
- Interviews with Town staff.

Service Area Map



EXISTING STORMWATER PROGRAM

Existing Stormwater Program

Stormwater management in the Town of Holly Springs encompasses both point and non-point source runoff, with the goal of reducing downstream erosion, water quality degradation, and flooding, as well as mitigating the adverse effects that land use changes have on the aquatic environment. Under the Clean Water Act, both point and non-point sources are regulated through the National Pollutant Discharge Elimination System (NPDES) permit program. The Town's NPDES Phase II MS4 Permit became effective December 1, 2005, and requires the implementation of six minimum control measures:

- Public Education and Outreach
- Public involvement and participation
- Illicit discharge detection and elimination
- Construction site stormwater runoff control
- Post-construction stormwater management for new development and redevelopment
- Pollution prevention/good housekeeping for municipal operations

The Town must maintain adequate funding and staffing to implement and manage the provisions of the Stormwater Management Plan, comply with the requirements of the NPDES Phase II MS4 Permit, and manage the Town's storm sewer system. The Stormwater Enterprise Fund, established in 2014, funds the programmatic elements that maintain MS4 permit compliance. In FY2024-25, the stormwater fund collected approximately $1.79 million in operating revenue, with 87% from environmental fees, 10% from permits and fees, and 3% from miscellaneous sources. The current fee for residents is $5.20 per month, while commercial properties are charged a fee according to a unit of measure of impervious surface defined as an "Equivalent Residential Unit" or ERU. The current level of funding allowed the Town to secure a dedicated stormwater maintenance crew that performs needed maintenance and repairs on the existing storm sewer system.





The intent of the Stormwater Utility Fee is to provide an avenue for capital improvement projects and maintenance of the Town's storm drainage network, in addition to the programmatic and administrative functions required for MS4 permit compliance. However, sufficient funding is not currently available to fund these initiatives. Historically, reserve funding has been used to fund larger CIP projects, but the current level of funding is also not sufficient to replenish or build up resources to fund periodic implementation of CIP projects.

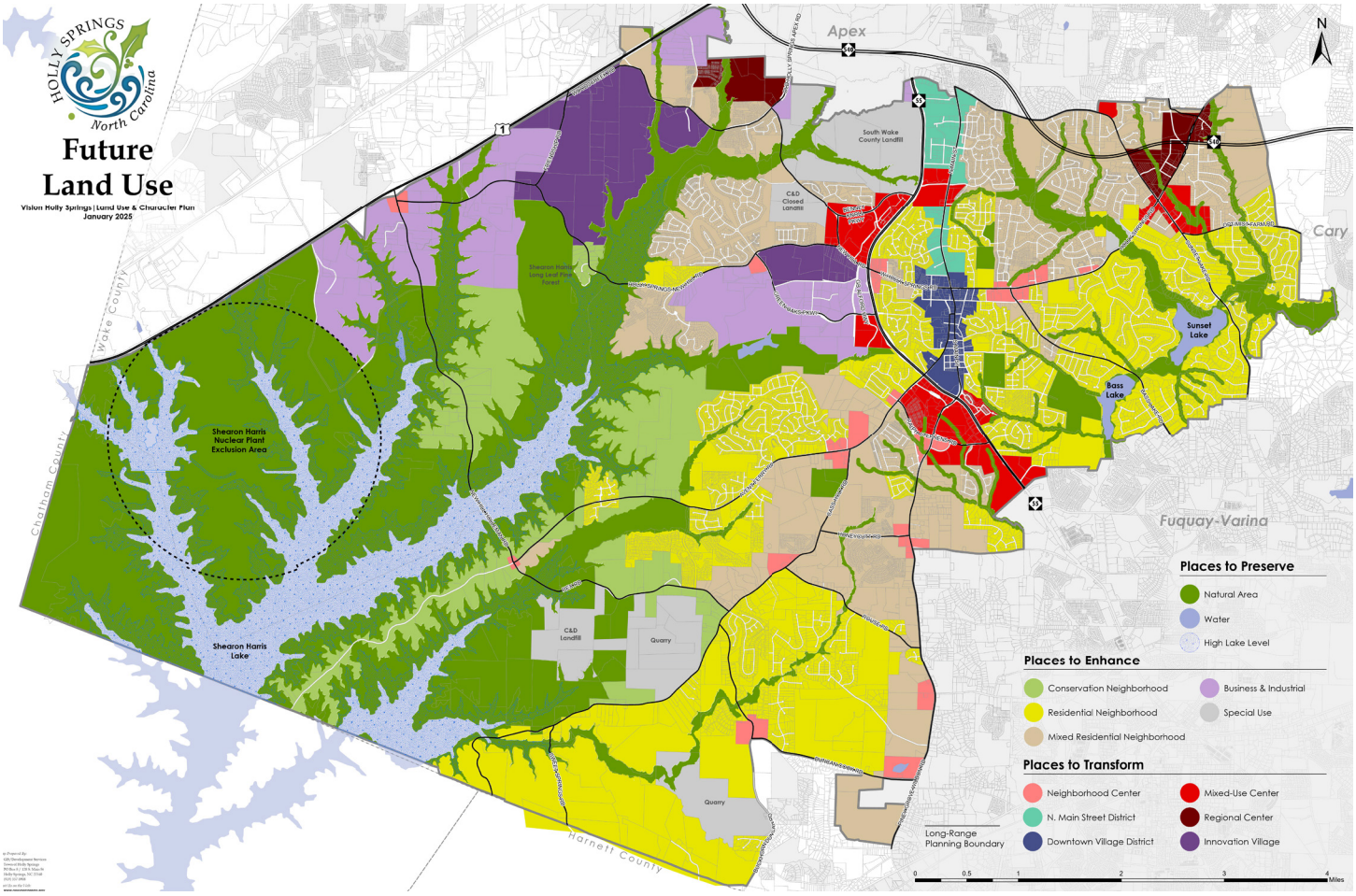
Despite the current funding limitations, the Town is proactively managing the storm sewer system, using Cityworks software to track the age of infrastructure and utilize lifecycle management tools to plan for future capital improvement projects (CIP) when additional funding becomes available. This tool is also being used to transition to data-driven decision-making for asset management. For example, infrastructure data informs a weighted prioritization matrix developed by the Town to guide decision-making when programming and scheduling maintenance and repair projects as funding allows.

Future Stormwater Program

To continue the core mission of meeting regulatory requirements and community needs while also building upon its current success, the Town's Stormwater Program will expand its scope across five strategic focus areas: infrastructure planning, programs, local regulations, treatment regionalization, and implementation. These areas reflect the Town's commitment to proactive planning, environmental stewardship, and resilient development.

Infrastructure Planning

The Town will continue to refine data collected on the stormwater system within the MS4 service area. This data is a foundational component that will enable a Town-wide Stormwater Infrastructure Capacity Study to assess current system capacity and model future conditions that are based on the Future Land Use Map and the impacts of climate change such as increased rainfall intensities. The Town will utilize its existing framework to prioritize infrastructure upgrades and refine it as needed in response to additional data and priorities.



Programs

Programmatically, the Town will continue successful implementation of the Stormwater Management Program under NPDES Phase II regulations, including the implementation of Nutrient Sensitive Waters (NSW) rules, post-construction stormwater controls, and the Flood Damage Prevention Program. Strict enforcement of post-construction controls and SCM maintenance agreements will continue.



Rain garden integrated to urban environment (KH, Hillsborough Street). Anchors space and creates a "place" / landmark.

Moving forward, the Town will use the EPA's Nine Minimum Elements of a Watershed Plan to qualify for and pursue funding through the Section 319 Grant Program to assist with project implementation and improve water quality within the MS4 service area. A pilot program for green street designs in Innovation Villages and Regional Centers as defined in the Future Land Use Map will be developed to manage stormwater runoff and enhance placemaking within high-density areas. The Town will encourage low-impact development (LID) and permeable surfaces across all land uses, especially in high-density zones, and incentivize maximizing open space in proposed developments, similar to the approach required for Conservation Developments.

Local Regulations

Looking ahead, Holly Springs intends to update its local stormwater regulations to improve alignment of development with environmental stewardship and community resiliency. The Town recognizes that rapid growth places pressure on streams, wetlands, and floodplains, and that stronger local standards are necessary to protect these resources. Future regulatory updates will emphasize green infrastructure and low-impact development as standard practices in higher-density and mixed-use areas, ensuring that new growth contributes to improved water quality, reduced flooding risk, and enhanced community amenities.

The Town also plans to strengthen requirements for hydrologic and hydraulic studies in sensitive basins and areas with known flooding concerns, providing a more standardized basis for project review and capital planning. Building on its existing enforcement of riparian buffer protections and flood damage prevention standards that exceed FEMA minimums, Holly Springs will continue to designate floodplains and critical open spaces for permanent preservation. These updates are intended not only to mitigate risk but also to create long-term benefits for residents, including safer neighborhoods, cleaner waterways, and an interconnected system of open space and greenways that supports both recreation and habitat.





Treatment Regionalization

The Town will perform a feasibility study to identify stormwater control measures (SCM) retrofit opportunities or locations where SCMs can be established on Town property. Retrofit projects will be prioritized for existing SCMs located in the Neuse River Basin and other critical areas. Opportunities to leverage public-private partnerships and incentivize exceeding minimum stormwater design requirements for infill development will be explored as well as partnership opportunities to fund and implement SCMs in beneficial locations for watersheds across jurisdictional boundaries. Finally, stream restoration and urban tree buffer preservation and enhancement will be prioritized in the Upper Middle Creek watershed to improve water quality where regional SCM opportunities are limited.

Implementation Plan

The current CIP will be expanded to consist of a 5-year, 10-year, and 20-year schedule of improvements that consider community priorities, construction costs, timing and phasing of improvements, and alternative or supplemental federal and state funding options. CIP projects will address significant maintenance issues, improvements to resolve historical flooding problems, and regional SCMs to improve water quality and provide flood mitigation. The Town is currently compiling a list of known needs which will be utilized as the CIP for the next several years. The current CIP list is expected to be completed in late 2025 and will guide the program's maintenance and improvement activities moving forward. It is expected that additional projects and needs will be identified and added to the CIP list in coming years as they are identified via resident service requests and various studies performed in the future. The CIP list will be essential to evaluate current revenue streams and determine the level of funding that is required for implementation.

A mix of revenue sources such as increases to the stormwater utility fee, tax funding, and grants will be considered as part of the overall funding strategy. The strategy will likely include updating the fee structure based on projected annual revenue requirements, which cover operating expenses, capital expenditure, and reserve needs. It is also important to maintain an equitable and defensible rate structures, using methods like impervious area or intensity of development, and to consider flexible billing and collection methodologies that address administrative, legal, and customer concerns. Combining these strategies and regularly reviewing funding mechanisms will ensure sustainable support for regulatory compliance, ongoing maintenance, and future capital improvements.

SUSTAINABILITY INITIATIVES

Sustainability Initiatives

The Town of Holly Springs has made sustainability a central principle in how it manages growth and delivers services. Through its Sustainability Action Plan (2023), the Town is focused on reducing costs and environmental impacts in municipal operations while building long-term resiliency. Efforts include improving the energy and water efficiency of Town facilities, incorporating low-impact development practices, and evaluating renewable energy opportunities. New and renovated municipal buildings over 5,000 square feet are now designed to LEED standards under the Facility Design Guidelines (2023), resulting in healthier indoor environments and lower operating costs. The Town is also transforming its fleet by right-sizing vehicle use, introducing electric and alternative-fuel vehicles, and expanding charging infrastructure, all of which reduce emissions and fuel expenses. Waste reduction and resource conservation are supported through expanded recycling, organics diversion, green purchasing policies, and urban forestry programs such as the Town's Tree City USA designation and annual Arbor Day events. Landscaping standards emphasize the use of native and low-water plantings, linking ecological protection with operational efficiency.

Beyond municipal operations, Holly Springs enforces riparian buffer protections, flood damage prevention measures that exceed FEMA requirements, and stormwater control programs that align with state and federal regulations. The Town's Secondary and Cumulative Impacts Mitigation Management Plan (2024) provides a framework for evaluating long-term environmental effects of growth and infrastructure such that impacts to water quality, open space, and habitat are addressed in a coordinated way. Together, these efforts demonstrate a strong commitment to balancing rapid growth with environmental stewardship, resilient infrastructure, and responsible long-term planning. These documents will serve as primary guides to the Town's sustainability goals moving forward.



CHAPTER 5

RECLAIMED WATER SYSTEM

WHAT'S INSIDE:

System Description
Service Area Map
Inventory and Description of Existing Infrastructure

Existing System Analysis
Supply
Current Demands/Use
Future System Growth

Town Priorities

Sustainability Initiatives

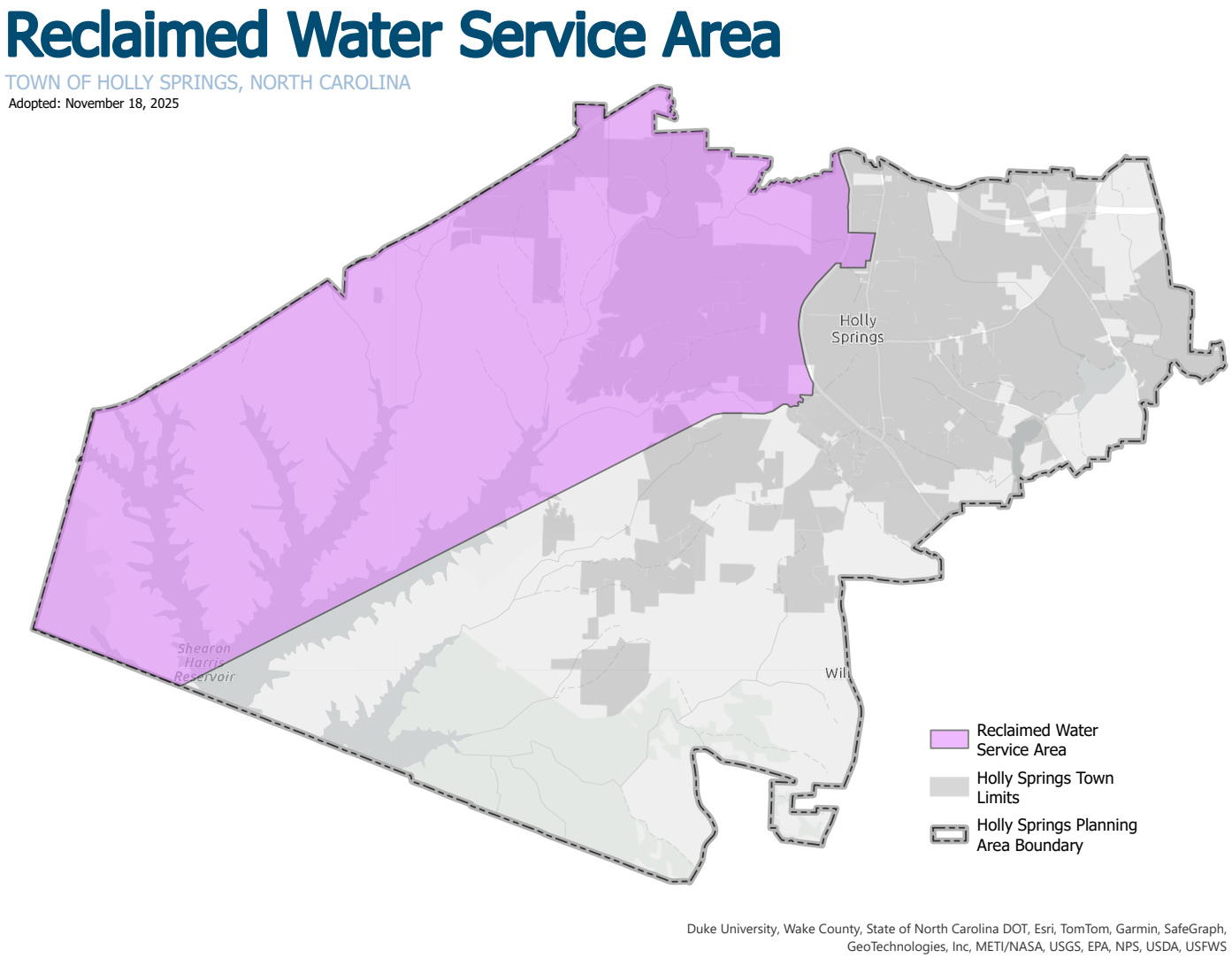
SYSTEM DESCRIPTION

System Description

The Town of Holly Springs Reclaimed Water System is a non-potable water distribution network intended to provide reclaimed water for residential, commercial, and industrial users. The system incorporates a network of distribution pipes, a pump station, and an elevated storage tank. Its applications include irrigation, commercial cooling, and industrial process water. The system is supplied by the Utley Creek Water Reclamation Facility (UCWRF), which treats wastewater and pumps reclaimed water into the reclaimed water distribution system. The system's goals include conserving potable water resources, diverting treated wastewater for reuse, promoting environmental sustainability, and supporting the water needs of the community.

Service Area Map

The reclaimed water service area encompasses strategic zones within the Town, currently serving a mix of residential, commercial, and industrial users. The system is primarily used by residential and commercial areas for irrigation.

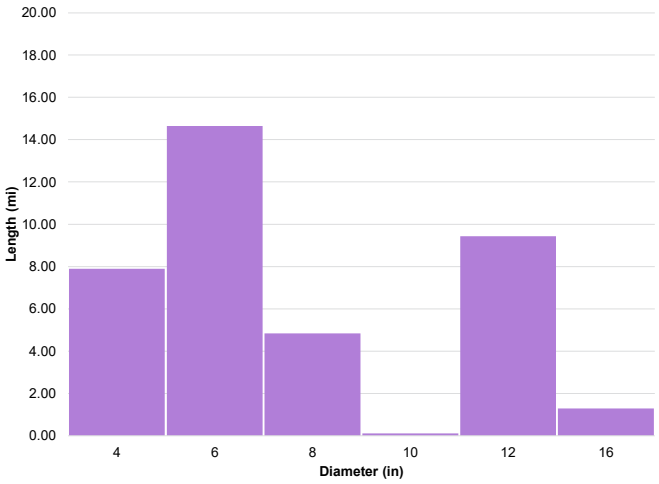


Inventory and Description of Existing Infrastructure

The existing reclaimed water infrastructure in Holly Springs consists of the following primary components:

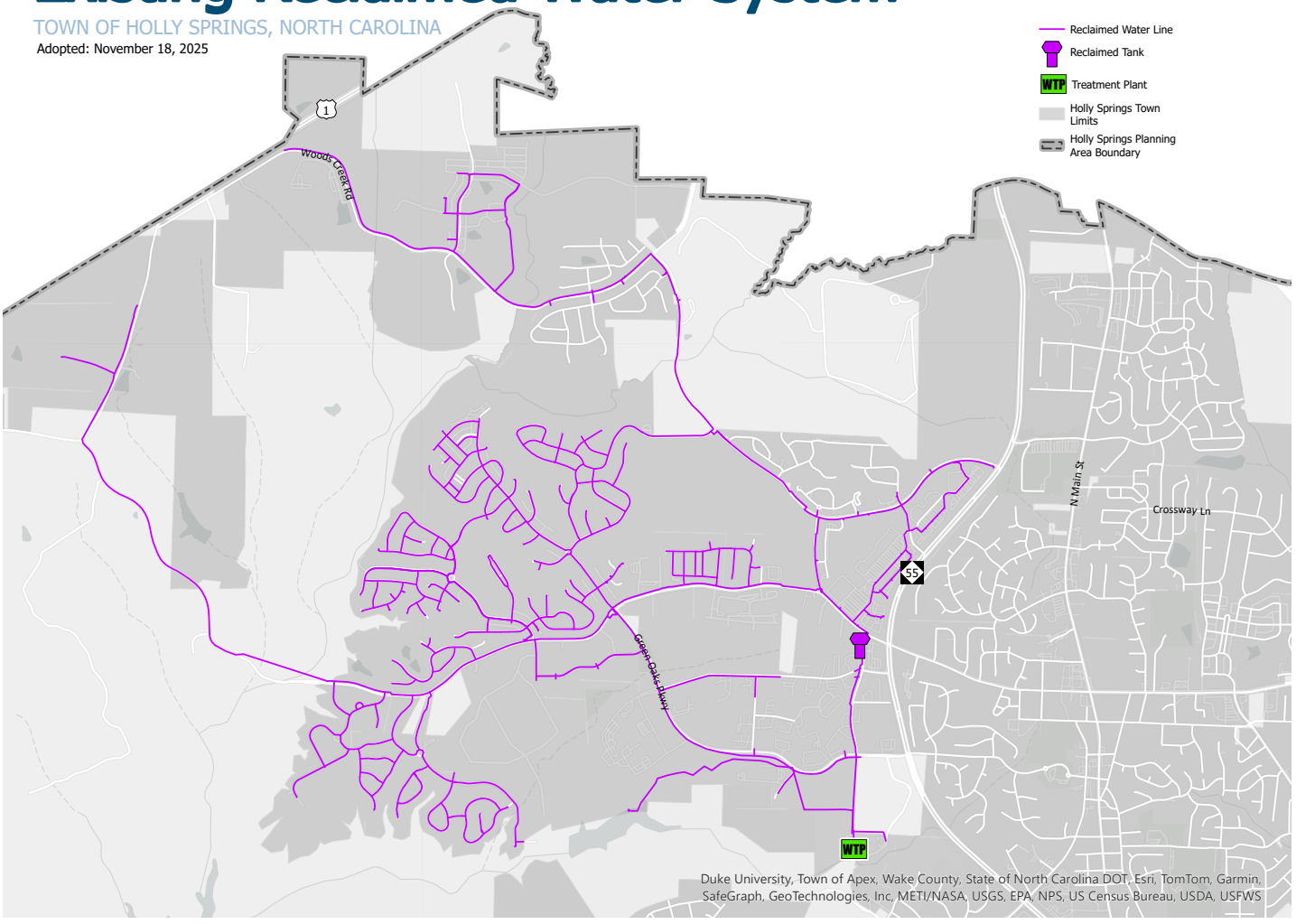
- **Reclaimed Water Mains:** Pressurized pipelines transport reclaimed water from the UCWRF to customers throughout the service area. Holly Springs maintains approximately 38.2 miles of reclaimed water main pipes ranging from 4- to 16-inch.
- **Pump Station:** Reclaimed water pump stations pressurize effluent from the treatment plant and convey it through the Town's distribution pipes to customers and storage tanks. The town has 1 reclaimed water pump station that is designed to pump approximately 1,050 GPM.
- **Storage Tank:** The elevated storage tank stores reclaimed water supplied by the UCWRF, providing reserve capacity to meet peak demand and maintain stable system pressure for users throughout the service area. The town has 1 reclaimed water storage tank with a capacity of 500,000 gallons.

Reclaimed Diameter Figure



Existing Reclaimed Water System

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
Adopted: November 18, 2025



EXISTING SYSTEM ANALYSIS

Existing System Analysis

The Town of Holly Springs' existing GIS mapping data for the reclaimed water system, maintained by the Town, was utilized in the sewer system analysis.

As part of the Town's 2025 Reclaimed Water Master Plan, a comprehensive analysis of the Reclaimed Water system, including updates to the Town's reclaimed water hydraulic model, was conducted to assess the condition, capacity, and performance of the existing reclaimed water system.

Supply

Supply for the system is sourced from the UCWRF, which currently operates with a capacity of 6 million gallons per day (MGD). Wastewater effluent is then discharged to Utley Creek or distributed by the reclaimed water system. Plans are in place to expand wastewater treatment capacity of the UCWRF to 8 MGD by 2029, with further increases being evaluated in future years.

Reclaimed water use is closely linked to the Town's plans for future wastewater treatment expansion. By redirecting plant effluent from the UCWRF into the reclaimed water system, the Town reduces the volume of treated wastewater discharged into Utley Creek. This approach not only safeguards local waterways, but also increases the permitted capacity for wastewater treatment, supporting both environmental protection and sustainable community growth.

Current Demands and Use

Presently, demand is driven primarily by irrigation, resulting in high diurnal peaks, while industrial usage remains limited due to concerns about water quality. The existing maximum day demand (MDD) for irrigation is approximately 0.6 MGD.

Future System Growth

As the Town of Holly Springs continues to expand its reclaimed water system, understanding and planning for future demand is essential. The following key factors highlight the anticipated growth in reclaimed water use across the service area, reflecting both current trends and future opportunities for system expansion and diversification:

- Irrigation Demands – as additional residential, commercial, and industrial users in the reclaimed water service area connect to the system, total irrigation demand is anticipated to increase.
- Process, Cooling, and Industrial Demands – anticipated demand for reclaimed water for process, cooling, and industrial uses is uncertain at this time. As improvements at the UCWRF are completed resulting in improved water quality, demands for reclaimed water may increase.
- Mixed-Use and Regional Centers: Areas designated for commercial, mixed-use, and industrial development are priorities for system extensions to support higher and more diverse reclaimed water demand.

Town Priorities

Priority Investment Areas

In alignment with the Town's 2025 Reclaimed Water Master Plan, Priority Investment Areas will be designated to guide strategic infrastructure investment. These areas represent the highest priorities for reclaimed water treatment, storage, and distribution and are selected based on system performance, growth projections, and operational needs.

Investing in these areas enables the Town to:

- Focus capital improvements where they will deliver the greatest impact.
- Facilitate the phased and prioritized expansion of reclaimed water infrastructure to support residential, commercial, and industrial growth, in alignment with the Master Plan.
- Invest in key infrastructure upgrades (e.g., pump stations, storage, transmission mains) to maintain system reliability and performance as the reclaimed water system grows.

All infrastructure investments will be evaluated not only for their immediate utility, but also for their long-term value and alignment with the Town's broader planning and sustainability goals.

Priority Investment Areas are currently being assessed in conjunction with the Town's ongoing 2025 Reclaimed Water Master Plan. A detailed map illustrating these designated areas will be included in updated documentation, scheduled for release in early 2026.





Reclaimed Water System Improvements

Infrastructure improvements identified in the Town's Capital Improvement Plan that improve transmission, storage, and availability to strategic areas are planned to enhance the Town's reclaimed water system. These improvements will increase distribution capacity, support future growth, and improve service reliability across all user groups, including residential, commercial, and industrial customers.

New Development Coordination

All new developments within the Town's reclaimed water service area are required to include reclaimed water infrastructure for irrigation, ensuring these areas are "reclaimed-ready" when service becomes available. The Town is committed to facilitating strategic expansion of the reclaimed water system in alignment with the Master Plan, supporting residential, commercial, and industrial growth.

To achieve this, the Town will coordinate early with developers during the planning and design phases, ensuring that reclaimed water lines, connections, and meters are incorporated into site plans. Development plans will be reviewed for compliance with reclaimed water requirements, and technical guidance will be provided to support reclaimed water system integration.

Industrial Outreach

Ongoing, proactive engagement with industrial users is essential to promote the use of reclaimed water for non-irrigation purposes such as cooling systems, process use, and cleaning. The Town should implement a robust outreach strategy that includes educational workshops, partnership opportunities, and technical support to help industries transition to reclaimed water and reduce their reliance on potable sources.

Outreach activities may include regular surveys and direct engagement with industrial users to understand their specific water quality needs and assess the potential for reclaimed water applications. Additionally, the Town will coordinate closely with large employers and facilities to identify and facilitate opportunities for process or cooling water use.

Capital Improvements

To support sustainable growth and address evolving infrastructure demands, the Town of Holly Springs is dedicated to maintaining and routinely updating its Capital Improvement Plans (CIPs), with a focused emphasis on expanding and enhancing the Town's reclaimed water system. These plans will identify strategic priorities, estimate capital costs, and establish phased implementation schedules across 5, 10, and 20-year horizons.

SUSTAINABILITY INITIATIVES

Sustainability Initiatives

Irrigation Scheduling

Implementing watering schedules (i.e. odd/even day irrigation watering) helps to distribute water use more evenly throughout the week, reducing strain on the reclaimed water system during peak demand periods. By encouraging residents and businesses to irrigate on alternating days, the utility can manage system capacity more efficiently, minimize pressure fluctuations, and promote responsible water use within the community.

Monitoring and Adaptation

Regular tracking of reclaimed water consumption and system performance allows for data-driven decision-making. By monitoring flow rates, pressure levels, and usage patterns, operators can identify trends, detect inefficiencies, and implement adaptive management strategies. Continuous evaluation ensures the system remains reliable, responsive to changing conditions, and capable of meeting community needs into the future.

Water Quality Improvements

Planned upgrades at UCWRF are designed to enhance the quality of reclaimed water, making it more attractive for industrial users with stringent requirements. Improvements may include advanced filtration, disinfection, and nutrient removal technologies. Higher water quality not only expands potential applications but also increases confidence among users, encouraging broader adoption and supporting overall sustainability goals.



CHAPTER 6

FIBER OPTIC SYSTEM

WHAT'S INSIDE:

System Description
Service Area Map
Inventory and Description of Existing Infrastructure
Connectivity Gaps
Redundancy

Future System Needs/Analysis
Future Needs/Analysis
Town-Owned Facilities and Future Facilities
SCADA Monitored Facilities
Traffic Signals and Traffic Signal Cameras
CCTV Cameras
Redundant Fiber Connection to Adjacent Municipalities

Implementation Plan
Capital Improvement Plan
Developer Coordination
Possible Route Partners

Sustainability Initiatives

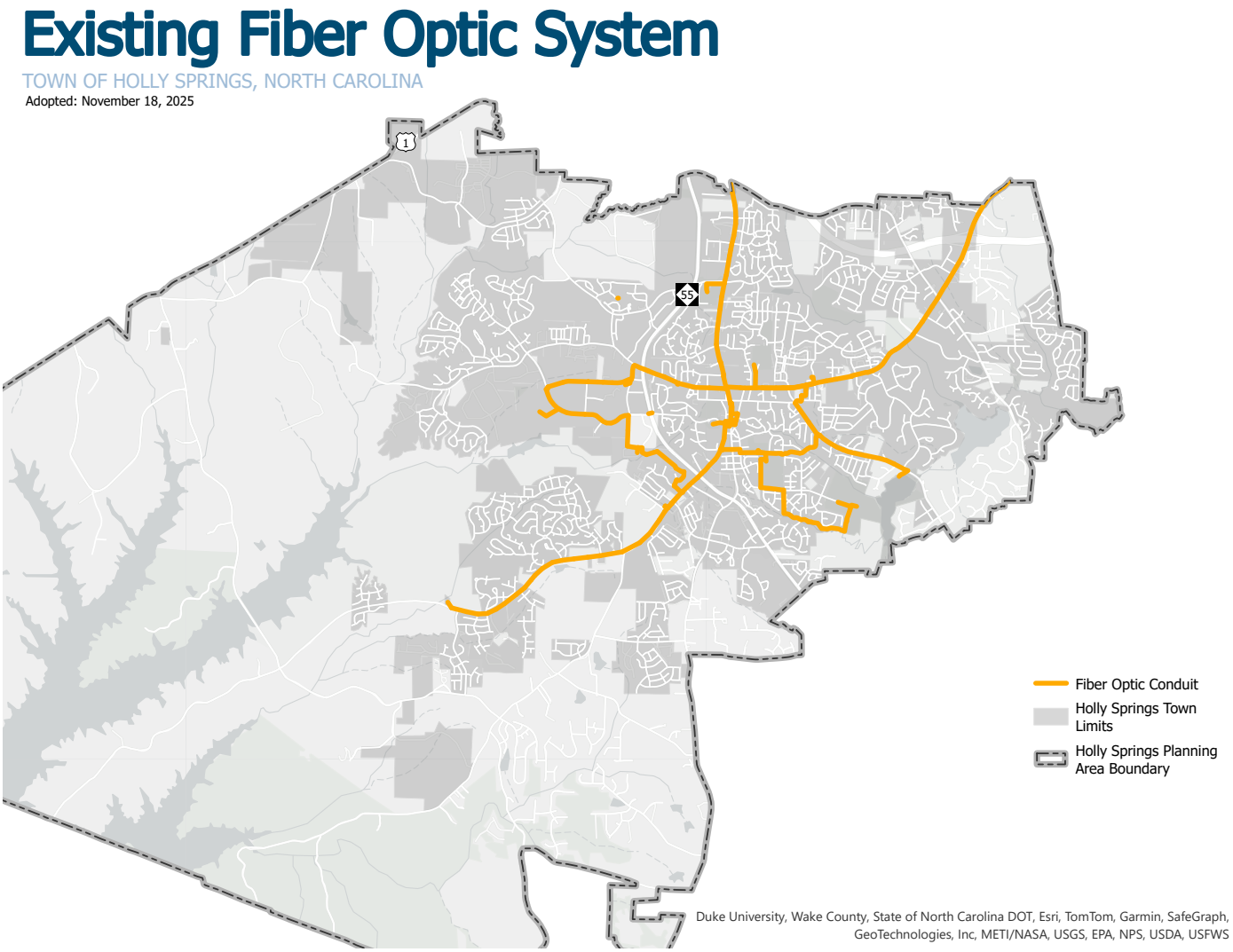
SYSTEM DESCRIPTION

System Description

The Town of Holly Springs operates a fiber optic network spanning over twenty miles, strategically connecting critical municipal assets including town offices, water and sewer facilities, traffic signals, CCTV cameras, and SCADA-controlled infrastructure such as pump stations and elevated water tanks. This system is designed to ensure high-reliability communication and operational safety across all connected facilities. The network also interfaces with state traffic operations and other regional fiber partners, positioning Holly Springs to meet the demands of a growing population and evolving technology landscape.

Service Area Map

The Town of Holly Springs' existing fiber optic cable network connects multiple town offices, water and sewer facilities, traffic signals, CCTV cameras, and SCADA-controlled infrastructure such as pump stations and elevated water tanks.



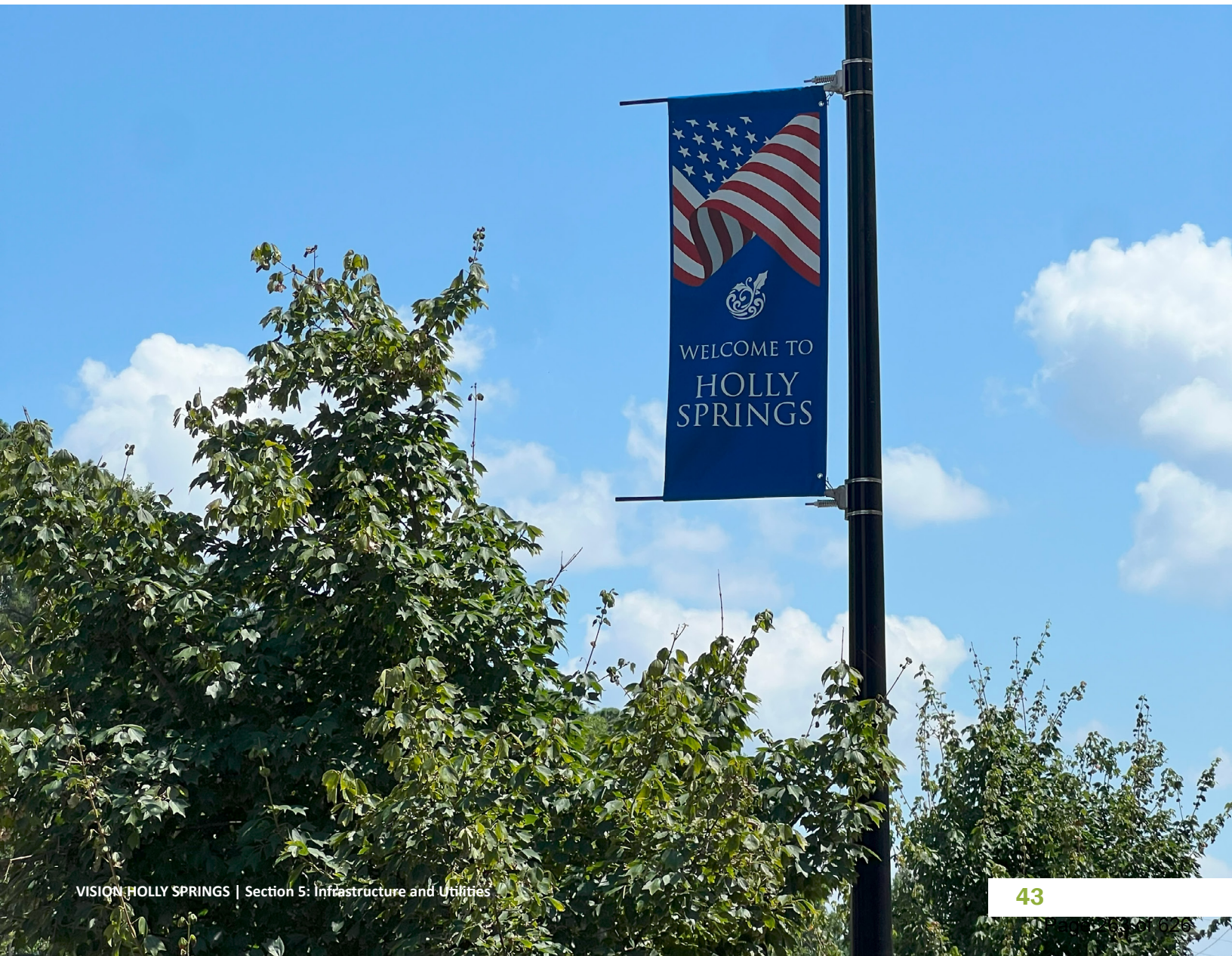
Inventory and Description of Existing Infrastructure

The Town of Holly Springs' existing GIS mapping data for the fiber optic system, maintained by the Town, was utilized in the fiber system analysis.

The Town owns, operates, and maintains over 20 miles of fiber optic cable. The fiber optic cable connects to Town owned facilities (buildings), leased spaces, the SCADA network for water and sewer facilities (including the wastewater treatment plant, pump stations, and water tanks), traffic signals, CCTV cameras, connections with other municipalities, and other fiber partners.

ITEM	OWNER	TOTAL	CONNECTED	NOT CONNECTED
Town Facilities	Town	14	13	1
Leased Facilities	Others	2	2	0
SCADA Monitored Facilities	Town	37	10	27
Traffic Signals	NCDOT	44	42	2
CCTV Cameras	Town	309	254	55*

**Wireless or cellular connectivity.*



Connectivity Gaps

Closing gaps in fiber connectivity is essential to achieving a fully integrated and resilient communications network across the Town of Holly Springs. To support seamless operations and enhance inter-facility coordination, the Town aims to expand its fiber optic infrastructure and eliminate existing coverage gaps. Below is a list of Town facilities that are currently not connected to the municipal fiber network.

FACILITY	LOCATION	GAP DISTANCE
Town Facilities	Various Facilities	2,500*
SCADA Monitored Facilities (Pump Stations and Water Tanks)	Autumn Park PS	1,700’
	Avent Ferry EST*	500’
	Avent Ferry PS*	100’
	Basal Creek PS	9,600’
	Bass Lake PS	300’
	Bridgeberry PS	6,600’
	Business Park PS	9,900’
	Carolina Springs PS	2,100’
	E51 Woods Creek Elementary PS	2,100’
	Easton Acres PS	4,350’
	Friendship PS	14,000’
	Honeycutt PS	2,100’
	House PS 1	700’
	House PS 4	300’
	Lee Street EST Lochridge North PS*	100’
	Lochridge North PS	5,000’
	Lochridge South PS	5,300’
	Middle Creek PS	6,400’
	Omni PS*	100’
	Regency PS	9,500’
	School EST*	100’
	Sunset Lake Village PS	5,200’
	Sunset Ridge PS	4,700’
	Turner Dr PS	7,900’
	Twelve Oaks PS	5,800’
	Union Ridge PS	2,500’
Traffic Signals	Piney Grove Wilbon Road/Honeycutt Road	1,000’
	Sunset Lake Road/Stephenson Road	6,100’

**Fiber is installed at the location but not yet connected to the network.*



Redundancy

Redundant connectivity is vital to ensuring uninterrupted operations at critical Town facilities, particularly in the event of emergencies or physical damage to existing fiber infrastructure. A review of the Town's current fiber network maps has identified several strategic link opportunities. By installing new fiber in these areas, the Town can enhance physical path redundancy, strengthening the resilience and reliability of its communications system.

FACILITY	LOCATION	DISTANCE
New Operations Center	Green Oaks Parkway and Bumgardner Drive	4,450'
SCADA Monitored Facilities (Pump Stations and Water Tanks)	Bennet Knoll Pkwy to Sportsmanship via G.B. Alford Highway	1,700'
	Green Oaks Pkwy to Avent Ferry via G.B. Alford Avent Ferry Road to Honeycutt Road via Buckhorn Duncan, Rex Road, and Cass Holt Road	5,500'
	Avent Ferry Road to Honeycutt Road via Ralph	13,200'
	Stephens Road and Piney Grove Wilbon Road	9,000'
North Main Athletic Complex	Bennet Knoll Pkwy to Sportsmanship via G.B. Alford Highway	3,600'

To further enhance network resilience and operational reliability, the Town should consider implementing additional fiber optic redundancy to its Operations Campus on Green Oaks Parkway.

FUTURE NEEDS/ANALYSIS

Future Needs/Analysis

As Holly Springs continues to grow in population and traffic congestion, Town leadership has made a commitment through a Sustainable Action Plan, to plan, maintain, and invest in sustainable and resilient infrastructure. An important part of this resilient infrastructure will be integrating technology through fiber connections. Fiber connections ensure reliability and redundancy to the Town's facilities, SCADA-controlled infrastructure (including pump stations and water tanks), traffic signals, CCTV cameras, and other traffic management locations. While the Town of Holly Springs has established a robust fiber optic network, continued innovation and strategic planning will be essential to meet the evolving demands of a growing community. Proactive investment in infrastructure, technology upgrades, and regional connectivity will ensure the Town remains resilient, well-connected, and operationally efficient.

Town-Owned Facilities and Future Facilities

To support a resilient and connected community, the Town of Holly Springs desires to extend fiber connectivity to existing facilities not yet linked to the network. The Town also plans to continue its proactive policy of ensuring that all new facilities are connected—either through direct fiber installation or by leasing available conduit infrastructure. As future town owned facilities are planned, provisions for fiber connectivity should be included. Below are examples of existing and future town-owned facilities where fiber connections are desired:

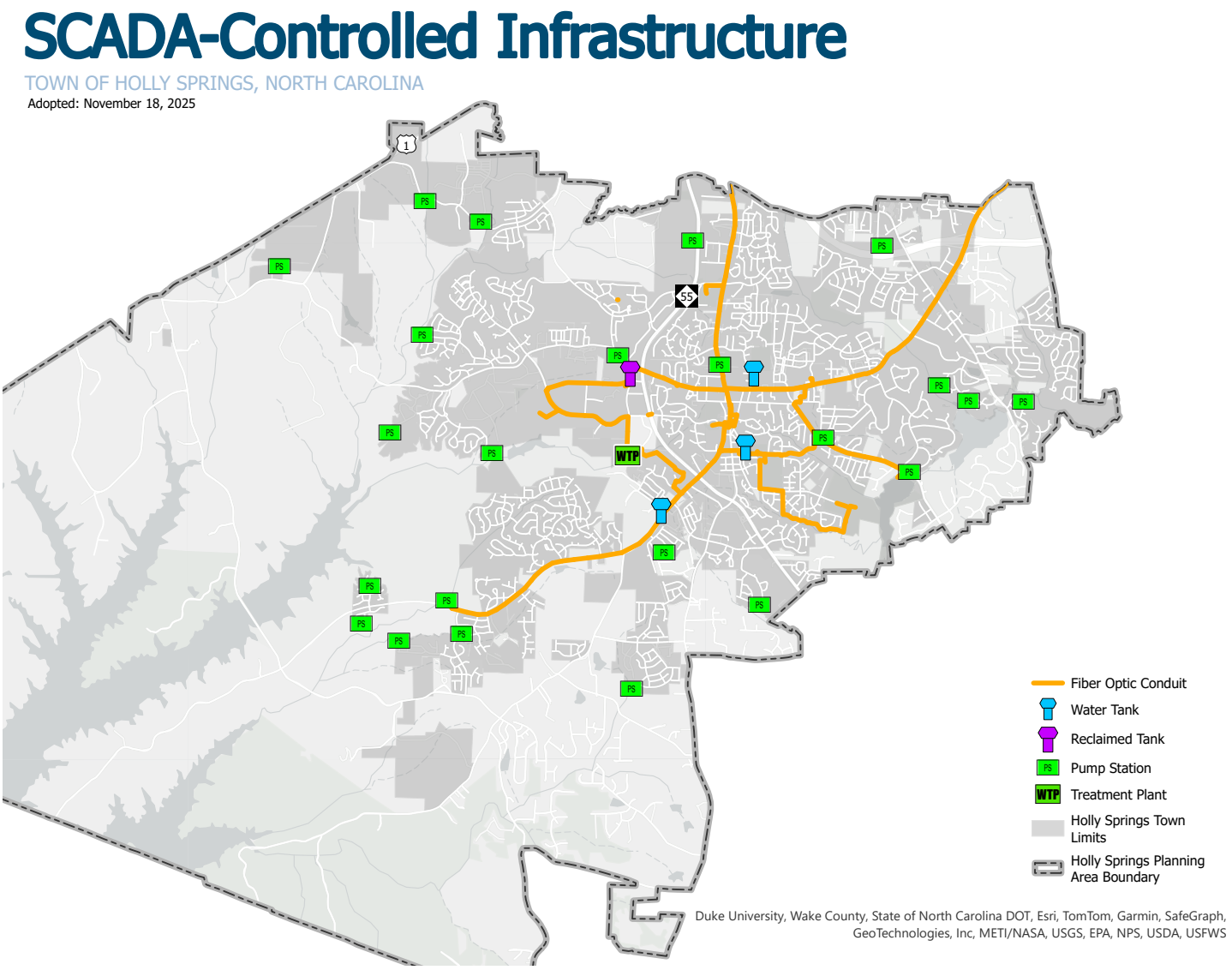
- Town of Holly Springs Operations Campus (Redundant connection)
- North Main Athletic Park (redundant connection)
- Fire Station #4
- Future Fire Station locations
- Future Town-Owned Facilities



SCADA Monitored Facilities

To enhance operational resilience and ensure uninterrupted communication, the Town of Holly Springs desires to establish a dedicated fiber optic connection between all existing SCADA monitored facilities and the Town of Holly Springs Operations Center. SCADA monitored facilities may include existing or proposed pump stations, elevated water storage tanks, and treatment facilities. The network is desired to include both a primary physical fiber path and a secondary route to provide redundancy.

When development includes the construction of new SCADA monitored facilities, the development should include fiber conduit being installed to the public right-of-way or as required by current Town standards, thereby supporting long-term connectivity and infrastructure expansion.





Traffic Signals and Traffic Signal Cameras

As the Town of Holly Springs continues to grow, it will be essential to implement a comprehensive traffic signal monitoring strategy that leverages real-time data and historical analytics to proactively address congestion and respond to citizen concerns. Integrating live camera feeds with signal performance data will enable Town staff to quickly identify and resolve operational issues, alert emergency services, and manage traffic flow during incidents or special events. These capabilities will also support the delivery of timely alerts to road users regarding potential delays along key corridors.

To maximize efficiency and coordination, it is desired that all traffic signal data and camera feeds have the ability to be centralized and monitored from a single location—such as the new Operations Campus—using a dedicated video wall and data management system. This centralized approach will enhance situational awareness, streamline response times, and support long-term planning.

Additionally, the Town desires to continue collaborating with NCDOT to explore opportunities for signal timing adjustments and integration with statewide traffic operations systems, where permitted. The traffic signal data will also allow the Town to give alerts to road users of potential delays along a corridor.

The Town of Holly Springs has initiated integration of its traffic signals with the Advanced Traffic Management System (ATMS) operated by neighboring municipalities. This collaborative effort leverages existing fiber optic infrastructure and modern traffic signal controller devices to enhance regional traffic coordination. Building on this foundation, the Town plans to expand connectivity, close infrastructure gaps, and support smart city initiatives that improve mobility, safety, and operational efficiency across its growing transportation network.

CCTV Cameras

The Town of Holly Springs currently operates CCTV cameras at 309 locations, with 254 connected via fiber and 55 relying on wireless or cellular connectivity. As the Town continues to grow, ensuring real-time visibility of Town-owned facilities—especially during emergencies, special events, or off-hours—will be increasingly critical for public safety and operational oversight. To enhance situational awareness and streamline monitoring, it is recommended that all CCTV cameras be integrated into the Town's fiber optic network to allow for monitoring from a dedicated location such as the Law Enforcement and/or Operations Center. This centralized approach would allow for live video feeds to be displayed on a video wall, enabling rapid response coordination, traffic management, and incident tracking across municipal assets.

Redundant Fiber Connection to Adjacent Municipalities

The Town of Holly Springs currently maintains redundant fiber connections with the adjacent municipalities of Apex and Cary, supporting regional traffic signal coordination and resilient communications infrastructure. To further strengthen intermunicipal connectivity and system reliability, it is recommended that the Town establish a redundant fiber link to Fuquay-Varina and pursue additional fiber pathways to Apex and Cary. These enhancements will help close existing infrastructure gaps, support future smart city initiatives, and ensure robust data exchange across the region.

IMPLEMENTATION PLAN

As the Town of Holly Springs continues to grow and evolve, it is essential to implement a forward-looking suite of strategic initiatives aimed at strengthening infrastructure, expanding connectivity, and enhancing the overall quality of life for residents. These initiatives—spanning fiber optic network expansion, capital improvement planning, and advanced traffic management technologies—are foundational to building a resilient, efficient, and future-ready community. By proactively addressing current infrastructure challenges and anticipating future demands, the Town can ensure sustainable development that supports public safety, mobility, and access to essential services. These strategies reflect the Town's commitment to innovation and its vision for a well-connected, livable, and thriving municipality.

Capital Improvement Plan

To support sustainable growth and evolving infrastructure demands, the Town of Holly Springs is committed to maintaining and regularly updating its Capital Improvement Plans (CIPs), with a focused emphasis on expanding and enhancing the Town's fiber optic network. These plans will define strategic priorities, estimate capital costs, and establish phased implementation schedules across 5, 10, and 20-year horizons.

In addition to guiding infrastructure investment, the CIP framework will explore opportunities to leverage federal and state funding sources to reduce financial burdens and accelerate deployment timelines. By aligning fiber infrastructure improvements with broader goals of connectivity, resilience, and quality of life, the Town can proactively address existing service gaps, support smart city applications, and ensure that future development is both efficient and environmentally responsible.

Development Coordination

The Town of Holly Springs' current Unified Development Ordinance (UDO) includes general provisions requiring new developments, pump stations, and traffic signals to connect to the Town's fiber-optic network. To ensure consistent and future-ready infrastructure, it is recommended that the Town maintain enforceable requirements mandating that developments include the installation of fiber conduit meeting the Town's current standards from any new SCADA maintained facility to a Town- or NCDOT-maintained primary or secondary roadway.

Conduits are desired to be routed to the nearest public right-of-way with existing Town fiber infrastructure. Installation should occur within the utility strip between the back of curb and sidewalk. Where sidewalks are offset from the curb, the conduit should be placed as close to the property line as feasible. If the property line aligns with the back of sidewalk, the conduit should be installed beneath the sidewalk.

To support maintenance and future expansion, Town-labeled handholes should be installed at intervals not exceeding 1,000 feet or at every 90-degree bend, with a minimum burial depth of two feet. Upon conduit installation, the Town may either install the fiber itself or accept a fee-in-lieu from the developer to cover installation costs.

Possible Route Partners

As part of its long-range infrastructure planning, the Town of Holly Springs plans to pursue partnerships with other fiber network owners and third-party communication providers. These collaborations—particularly through joint trenching and dark fiber leasing opportunities—can significantly reduce capital costs, streamline installation efforts, and minimize disruption to residents during construction. By aligning with regional and private sector partners, the Town can expand its fiber footprint more efficiently while supporting scalable, resilient, and future-ready connectivity across municipal facilities and service corridors.

SUSTAINABILITY INITIATIVES

Sustainability Initiatives

As the Town of Holly Springs continues to grow, implementing robust technology solutions are essential to meet increasing mobility demands while advancing sustainability goals. Below are initiatives that align with the Town's commitment to reducing its environmental footprint and enhancing public service functionality.

Traffic Signal Integration: By leveraging real-time traffic data and congestion analytics, the Town can proactively manage roadway performance, issue alerts to drivers, divert traffic to alternate routes, and—where permitted by NCDOT—adjust signal timing to optimize flow. Ultimately, this technology-driven approach will reduce vehicle idle times, lower emissions, and improve the overall quality of life for residents by creating a safer, more efficient, and environmentally responsible transportation network.

CCTV Cameras: Integrated camera systems streaming to a centralized video wall at the new Operations Campus will enable staff to monitor incidents, respond to citizen concerns, and manage traffic during special events with greater precision. These smart city applications may include sensor-based data collection, cloud computing, and fiber-enabled communication networks that support dynamic decision-making and continuous system improvement.

SCADA Monitored Facility Connectivity: Establishing fiber optic connections to both existing and future Town-owned facilities—such as pump stations, elevated water storage tanks, and treatment plants—enables enhanced real-time monitoring and operational control. This connectivity is critical to ensuring the safe, reliable, and resilient performance of municipal infrastructure. As part of the Town's broader sustainability initiatives, integrating these facilities into a centralized fiber network supports long-term infrastructure expansion, reduces operational risks, and aligns with Holly Springs' commitment to smart growth and environmental stewardship.



CHAPTER 7

EXECUTIVE SUMMARY

WHAT'S INSIDE:

Overall Summary

Key Findings and System Sumamries

Sanitary Sewer System
Water System
Stormwater System
Reclaimed Water System
Fiber Optic Network
Community Engagement
Key Reccomendations

EXECUTIVE SUMMARY

Overall Summary

The Holly Springs Infrastructure and Utilities Comprehensive Plan establishes a vision for resilient, efficient, and sustainable utility systems. This plan guides the Town's investments and policies, ensuring that water, wastewater, reclaimed water, stormwater, and fiber optic systems meet the needs of a rapidly growing and evolving community.

The goal of this comprehensive plan is to provide a roadmap for the Town of Holly Springs that exhibits the following:

- **Resilience:** Ensure infrastructure can withstand challenges and adapt to growth and change.
- **Efficiency:** Maximize resources and optimize operations for reliable utility delivery.
- **Sustainability:** Minimize environmental impact and promote responsible, future-focused strategies.
- **Innovation:** Integrate technology and data-driven decision-making to support smart growth.

Key Findings and System Summaries

Sanitary Sewer System

- **Collection System:** The Town operates 216 miles of gravity sewers, 34 miles of force mains, and 23 pump stations, conveying wastewater to the Utley Creek Water Reclamation Facility (UCWRF).
- **Growth:** The UCWRF is expanding from 6 to 8 MGD by 2029, with future alternatives under evaluation to support continued growth. Future regional lift stations will enhance system resilience, improve operational efficiency, and accommodate anticipated growth
- **Data-Driven Management:** GIS mapping, flow monitoring, and hydraulic modeling inform system upgrades and maintenance priorities.
- **Sustainability:** Focus on inflow/infiltration reduction, rehabilitation of aging mains, and community education.

Water System

- **Distribution Network:** The Town manages 245 miles of water mains, three elevated storage tanks, and multiple pump stations, ensuring safe, dependable water delivery.
- **Reliable Supply:** Holly Springs sources potable water from Harnett Regional Water and maintains emergency interconnections, with future supply secured through regional partnerships and Jordan Lake allocations.
- **Data-Driven Management:** A calibrated hydraulic model supports proactive planning, fire flow improvements, and targeted capital investments.
- **Sustainability:** Initiatives include replacing aging pipes, enhancing fire flow, and promoting water conservation through community outreach.

Stormwater System

- **Regulatory Compliance:** The program meets NPDES Phase II requirements and is funded through a dedicated stormwater utility fee. The Town's Municipal Separate Storm Sewer System (MS4) manages runoff, protects water quality, and reduces flooding risks.
- **Strategic Focus:** Future efforts target infrastructure upgrades, green infrastructure, regulatory updates, and regional treatment solutions.
- **Sustainability:** Initiatives include enforcing riparian buffer protections, flood damage prevention programs, and stormwater control plans. The Town also utilizes the Secondary and Cumulative Impacts Mitigation Management Plan (2024) to evaluate and address the long-term environmental effects of growth and infrastructure development.

Reclaimed Water System

- **Distribution Network:** 38.2 miles of reclaimed water mains, a dedicated pump station, and a 500,000-gallon storage tank serve strategic zones within the Town.
- **Growth:** Expansion is guided by the Reclaimed Water Master Plan, with proactive engagement of industrial users and integration into new developments.
- **Sustainability:** Emphasis on irrigation scheduling, water quality improvements, and adaptive management. The reclaimed water system distributes treated effluent for irrigation, cooling, and industrial uses, conserving potable water and supporting sustainability.

Fiber Optic Network

- **Connectivity:** Over 20 miles of fiber connect Town facilities, water and sewer infrastructure, traffic signals, and CCTV cameras, supporting smart city initiatives and operational resilience.
- **Growth:** The Town is committed to expanding fiber coverage, enhancing redundancy, and integrating new facilities as growth occurs.
- **Partnerships:** Collaboration with neighboring municipalities and private providers strengthens connectivity and supports future-ready infrastructure.
- **Sustainability:** Fiber-enabled technologies support efficient operations, real-time monitoring, and data-driven decision-making.

Community Engagement

The Comprehensive Plan for Holly Springs was developed through community outreach, incorporating feedback from residents, developers, and Town staff to ensure its vision, priorities, and recommendations reflect local needs and values. Engagement efforts included interactive booths at the Farmers Market and Holly Springs Salamanders baseball game, featuring display boards and a trivia game to encourage participation. The project team also sought input from the development community at the annual Developer's Breakfast, supplemented by an online survey that addressed infrastructure challenges and priorities in water, sewer, stormwater, and fiber, with over 40 respondents providing valuable feedback. Additionally, stakeholder interviews were conducted with Town and Wake County staff, emergency service providers, and members of the development sector to gather insights.

Key Recommendations

- Prioritize investment in areas with the greatest need for upgrades and capacity improvements across all utility systems.
- Targeted expansion and modernization of infrastructure in accordance with Capital Improvement Plans to support projected growth, maintain service reliability, and enhance resilience.
- Promote sustainability through water conservation, green infrastructure, reclaimed water use, and energy-efficient technologies.
- Foster partnerships with regional agencies, developers, and private sector partners to leverage resources and accelerate improvements.
- Engage the community through ongoing education, outreach, and transparent planning processes.

This Comprehensive Plan positions Holly Springs to deliver reliable utility services, support sustainable growth, and maintain a high quality of life for all residents—today and for generations to come.

Vision Holly Springs
Comprehensive Plan



DRAFT

SECTION 6: NATURAL RESOURCES

CHAPTER 1

INTRODUCTION

WHAT'S INSIDE:

Community Engagement 1

Introduction 3

Natural Resources Overview 6

Watersheds, Floodplains, and Stream Corridors 10

Forestlands and Tree Canopies 15

Endangered Species and Wildlife 18

Budgeting and Investments 20

Objectives for the Future 21

COMMUNITY ENGAGEMENT

Holly Springs Project Community Engagement Summary

The Comprehensive Plan and infrastructure planning should reflect the needs and values of the Town's residents. As such, the development of the Comprehensive Plan was guided by community engagement that was carried out to ensure transparency and collect feedback from residents.

To gather feedback from residents, the Town hosted multiple events with a focus on Section 4 (Community Facilities), Section 5 (Utilities & Infrastructure), and Section 6 (Natural Resources) of the Comprehensive Plan.

Farmers Market and Holly Springs Salamanders Baseball Game Outreach

At both of these events, two booths were set up—one by Town staff and one by Kimley-Horn—to facilitate public engagement and provide information regarding the comprehensive plan. The Town's booth served as a general resource for questions related to Holly Springs and ongoing development initiatives. Kimley-Horn's booth focused specifically on the Comprehensive Plan, aiming to engage attendees around proposed Comprehensive Plan updates. The booth featured two display boards: one illustrated the current status and direction of the Comprehensive Plan, while the other offered a trivia game designed to draw interest and participation.





Developer's Breakfast and Online Survey

In addition to more public facing outreach, the project team solicited feedback in person from the development community at the annual Holly Springs Developer's Breakfast and then supplemented the in-person event with an online survey. The survey sought to gather feedback on challenges and priorities related to the role water, sewer, stormwater, and fiber infrastructure plays in development decision making as well as the ease with which developers can deliver projects. Over 40 individuals provided feedback via the survey, and the full results can be found in the appendix.

Stakeholder Interviews

Stakeholder interviews were conducted to gather focused, expert insights from key sectors of the community to help shape infrastructure, utility, and development strategies that align with the Town's growth objectives. Participants included staff from the Town of Holly Springs and Wake County, emergency service providers, and members of the development community, each offering valuable perspectives to inform the Comprehensive Plan.



Holly Springs Comprehensive Plan Stakeholder Meeting Summary

The Holly Springs Comprehensive Plan Stakeholder Meeting brought together Wake County staff and community representatives to align on waste management, farmland preservation, and recreation priorities. The landfill remains a critical part of county infrastructure with significant remaining capacity, no current expansion plans, and recent improvements such as transfer station upgrades, a mattress shredder addition, roadway expansions, and ongoing reconstruction of the gas energy facility following a fire. These efforts are aimed at improving efficiency, safety, and environmental stewardship without the need for new capital investments in expansion.

Farmland and conservation were another major focus. Wake County, with consultant Equinox, is developing a Farmland Preservation Plan to guide both short- and long-term strategies. Priority areas have already been identified within the Holly Springs extraterritorial jurisdiction (ETJ), and efforts are underway to secure conservation easements and promote Voluntary Agricultural Districts (VADs). Stakeholders encouraged stronger municipal involvement in these initiatives and recommended that Holly Springs update its Unified Development Ordinance (UDO) to include farmland protections within town limits, similar to neighboring Cary. Sugg Farm was highlighted as a successful model of conservation and innovation, operating under a private conservation easement and offering incubator opportunities for new farmers. Expanding cooperative agreements with the County could help leverage the farm as both a community asset and a source of local food access through the Holly Springs Farmers Market.

Recreation and open space also featured prominently. Stakeholders emphasized the need for more greenways, improved connectivity to county parks, and stronger open space regulations to ensure that new development contributes to the community's recreational fabric. Wake County's ongoing Harris Lake master plan update and potential Crowder County Park expansion present opportunities for further coordination. The growing popularity of mountain biking, driven in part by closures at Lake Crabtree, has placed additional demand on Holly Springs facilities, underscoring the need for more trail development. Similarly, the rising use of parks by schools for athletic events points to the need for clearer scheduling and shared-use strategies. Preserving additional land for greenways and park facilities was seen as critical to maintaining quality of life as the town grows.

In terms of next steps, stakeholders agreed on four key priorities:

1. **Formalizing municipal–county coordination on landfill, conservation, and recreation issues.**
2. **Updating ordinances to strengthen farmland preservation and open space protections.**
3. **Expanding recreational resources with an emphasis on connectivity and sustainability.**
4. **Engaging local farmers, schools, and residents to ensure development reflects community values.**

Overall, the meeting highlighted the importance of collaborative planning and forward-thinking policies. By balancing growth with conservation and recreation, Holly Springs is positioned to honor its agricultural heritage while creating a resilient, vibrant future for its residents.

INTRODUCTION

Introduction

The Town of Holly Springs is facing the challenge of balancing rapid urban growth with the protection of critical natural resources. Protection of the Town's environmental heritage is a critical component of its future land use strategy, and to succeed, it must implement strategies and goals which allow sustainable growth while safeguarding important natural assets. This Chapter identifies existing natural resources in Holly Springs, critical environmental issues, and a list of strategies intended to mitigate these issues and provide the basis for resource conservation and sustainable land use management.



Holly Springs aspires to be a green, sustainable community. It provides services which bolster opportunities for outdoor recreation, resource management and open space conservation. This includes the Parks, Recreation and Greenways Master Plan[1], the Town's Urban Forestry Program[2], and various public initiatives, such as the Bass Lake Spillway Project and Eagles Landing Park[3]. The Town enforces regulations which enhance the integration of open space preservation requirements and resource conservation.[4] These initiatives are tremendously important, and the relevance of environmental protection shall grow in the wake of Holly Spring's continued development and growth. This necessitates an update in the Town's assessment of these resources and the potential objectives employed to protect them.

---

[1] Town of Holly Springs. Parks, Recreation, and Greenways Master Plan. Holly Springs, NC: Town of Holly Springs, March 2021, https://www.hollyspringsnc.gov/DocumentCenter/View/43591/Sec3_PRGMasterPlan_Sup7?bidId=.

[2] Town of Holly Springs. "Urban Forestry." Town of Holly Springs, NC. Accessed July 29, 2025, https://www.hollyspringsnc.gov/1769/Urban-Forestry.

[3] Town of Holly Springs. "Parks & Recreation Projects." Town of Holly Springs, NC. Accessed July 29, 2025, https://www.hollyspringsnc.gov/550/Parks-Recreation-Projects.

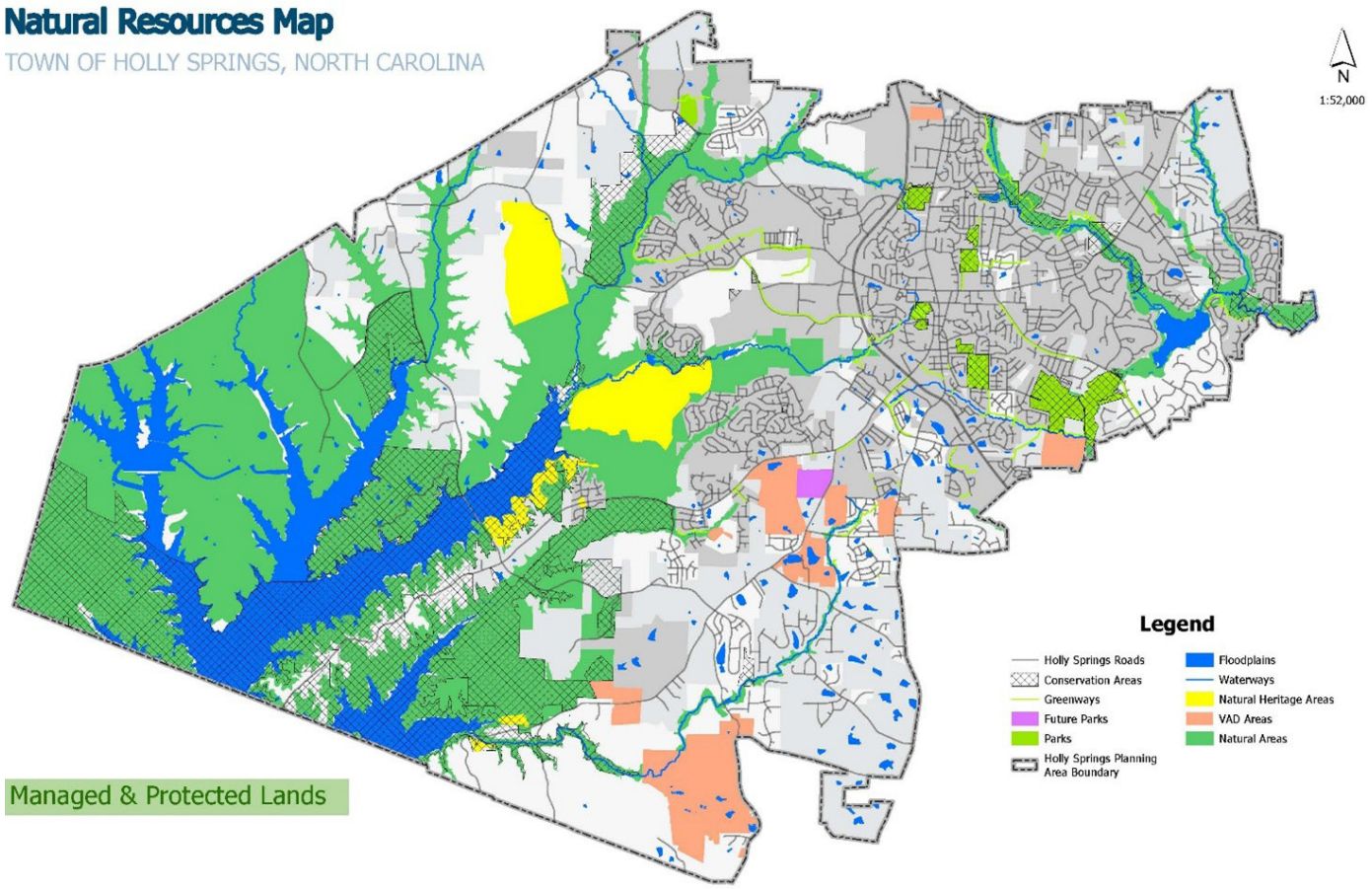
[4] Town of Holly Springs. Unified Development Ordinance, § 4 "Open Space and Conservation." Holly Springs, NC. Accessed July 29, 2025, https://www.hollyspringsnc.gov/DocumentCenter/View/37681/Section-4-Open-Space-and-Conservation

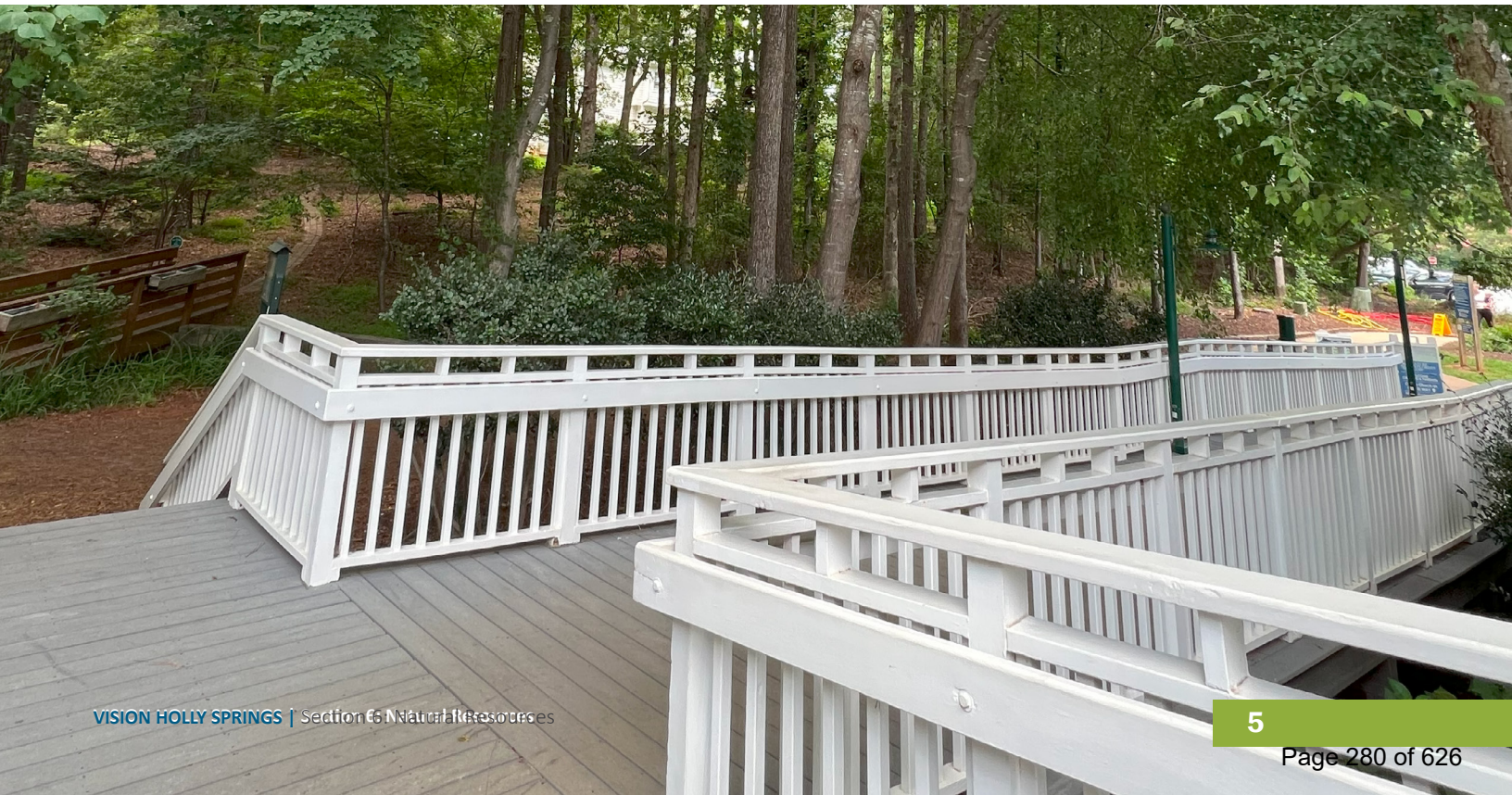


BASELINE OBJECTIVES

1. Balance development with conservation.
2. Preserve and enhance the ecology, natural resources, and habitat of Holly Springs.
3. Encourage forest and mature tree protection and promote re-forestation in areas designated by the Tree Preservation Ordinance.
4. Work with the existing contours of the land by minimizing grade changes of native topography when permitting development, as feasible.
5. Provide for and invest in connected greenways, open space areas, land conservation, parks, and access to water resources.
6. Support the public acquisition of lands that are environmentally sensitive for passive public recreation and/or conservation purposes.
7. Regulate uses to minimize damage toward environmentally sensitive areas, and when feasible, direct development away from sensitive areas.
8. Protect aquatic species and their habitat through protection of water quality by preventing point and non-point source pollution of local waterways.
9. Work with landowners and developers to use tools such as grants and conservation easements to protect natural, cultural, and historic resources.
10. Discourage the use of exotic species of plants and trees in landscapes and beautification efforts; encourage native species and low water usage plant materials.
11. Develop programs and regulations that comply with Federal and State regulations to offer the most natural resource protection.

Managed and Protected Lands



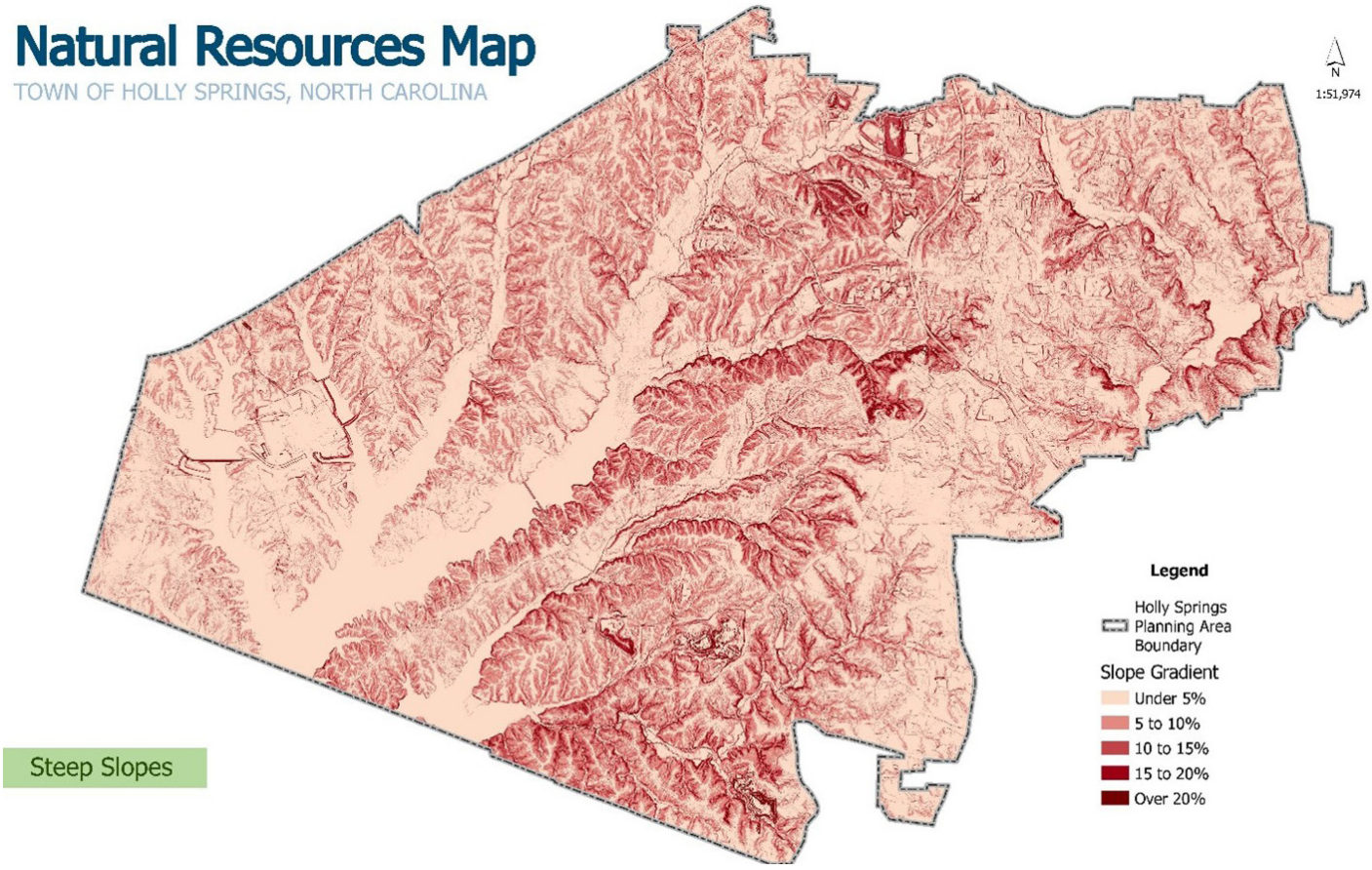


Natural Resources Overview

Topography and Geological Features

Land topography is a determining factor in the designation and development of appropriate land uses. The topography of the Town consists of rolling hills with an elevation range of approximately 200 ft. above sea level to approximately 500 ft. above sea level. The steeper slopes in the Town are generally located along ridgelines extending from the south to the northeast where the rolling hills reach higher elevations, as depicted on the map below.[5]

Grading to produce more suitable land for construction causes changes to topography. The Town has worked to alleviate this land transformation through required Erosion and Sediment Control approvals for the grading of areas greater than 20,000 square feet. Other efforts include minimizing the grading of steep slopes and encouraging the use of natural topography in development project design and construction.



The 1991 Generalized Geological Map of North Carolina indicates that the geology of Holly Springs includes two different categories of rock, the Triassic rock category and the Late Proterozoic to Early Paleozoic rock category. The Triassic rocks comprise a majority of the Town's future growth area. Dividing the two different categories of rock is an inactive fault line —the Jonesboro Fault- which lies just west of Highway 55.[6]

[5] *National Oceanic and Atmospheric Administration (NOAA), Digital Elevation Model (DEM) Data via Data Access Viewer (Silver Spring, MD: Office for Coastal Management, NOAA, 2025), accessed July 29, 2025, https://coast.noaa.gov/dataviewer.*

[6] *North Carolina Department of Environmental Quality, Generalized Geologic Map of North Carolina (Raleigh: North Carolina Geological Survey, North Carolina Department of Environment, Health, and Natural Resources, 1991), map.*



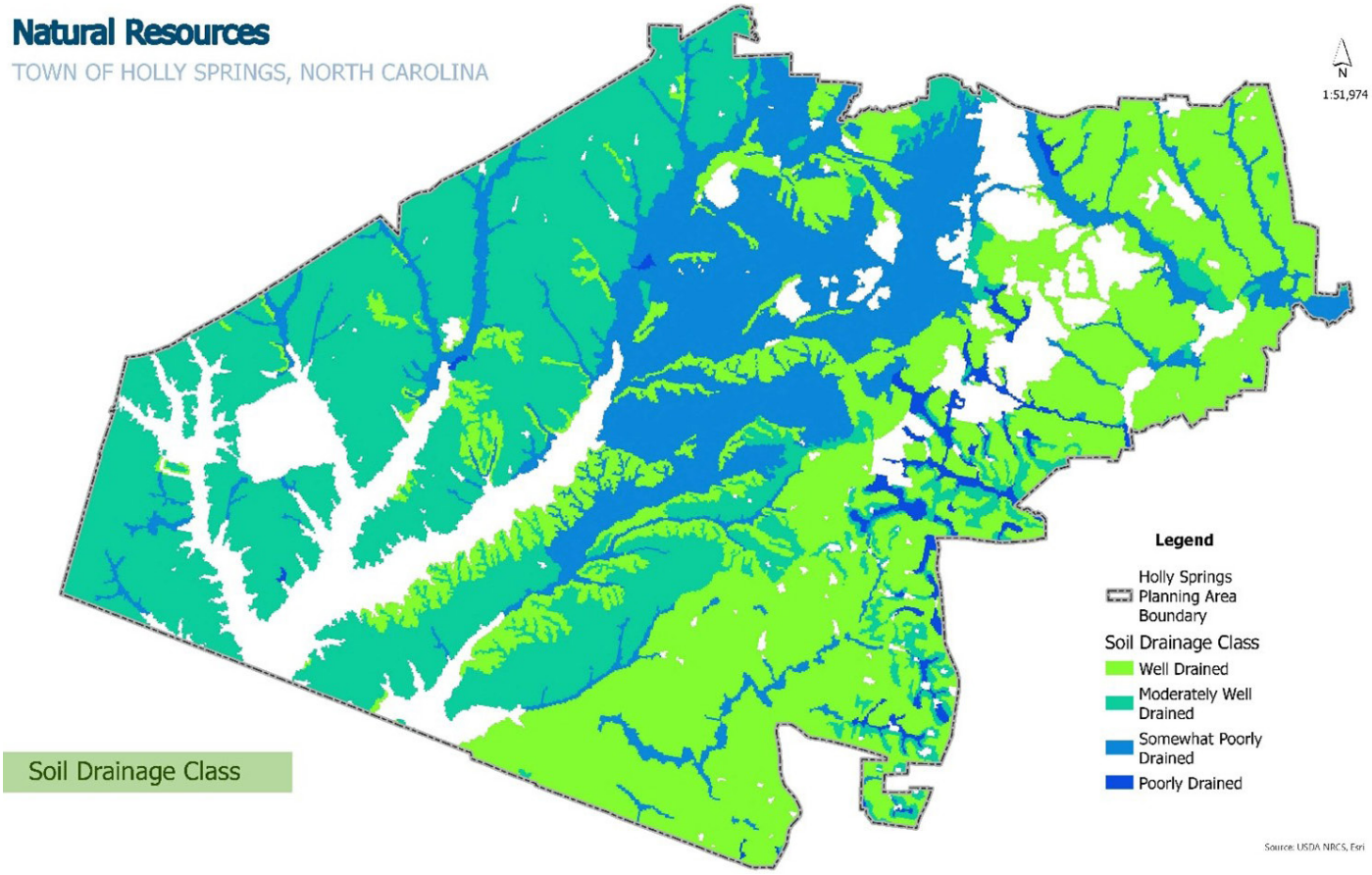
Soils and Drainage Capacity

Holly Springs contains a diverse array of soil types that significantly influence land development, agricultural practices, and environmental management. According to the USDA Natural Resources Conservation Services (NRCS), there are 54 distinct soil classifications within the Town of Holly Springs, predominately consisting of sandy loam varieties. These soils are categorized into various series, each with unique characteristics affecting their suitability for construction, vegetation growth, and water drainage.

Soil Classifications are broad categories used to describe soil properties and behavior for land management, agriculture, construction, and environmental planning. Classifications group soils based on drainage, texture, hydric status, and/or land capability.

1. **Drainage Class:** How water moves through the soil
   - **Well-drained:** Water moves freely; rarely saturated.
   - **Moderately well-drained:** Water drains somewhat slowly; may stay wet briefly.
   - **Somewhat poorly drained:** Water drains slowly; soil often wet.
   - **Poorly drained:** Water drains very slowly; saturated for long periods.
2. **Hydric vs. Non-Hydric:** Identified wetlands
   - **Hydric Soil:** Soils that are saturated long enough to develop anaerobic conditions, typically supporting wetland vegetation.
   - **Non-Hydric Soil:** Soils that are not wet enough to create wetland conditions.
3. **Textural Classes:** Based on the proportion of sand/silt/clay
   - Ex: sand, sandy loam, loam, clay loam, silt loam, clay
4. **Land Capability Classes:** USDA system for agriculture
   - Classes I-VIII based on limitations for farming such as erosion risk, drainage, and/or slope[7]

[7] *Ditzler, Craig. A Glossary of Terms Used in Soil Survey and Soil Classification. Washington, DC: U.S. Department of Agriculture, Natural Resources Conservation Service, 2017. https://www.nrcs.usda.gov/sites/default/files/2022-08/A_Glossary_of_Terms_Used_in_Soil_Survey_and_Classification.pd*



In the eastern portion of Holly Springs, soil is generally well-drained. This condition supports good infiltration of water, reducing surface runoff and making the land more suitable for residential and commercial development, as well as infrastructure construction. However, because water drains quickly through these soils, groundwater in the area may be more vulnerable to contamination from surface pollutants, requiring careful stormwater management and protective measures near wells and water supply areas.

In the western portion of Holly Springs, soils generally range from somewhat poorly drained to moderately well-drained. Areas with moderately well-drained soil can still support development but may require additional planning for stormwater management, such as detention basins or engineered drainage systems. High concentrations of somewhat poorly drained soil, particularly in the northwestern part of the Town, pose greater challenges for development. Poor drainage can lead to waterlogged soils, increased risk of flooding, and difficulties for plant growth, which can compromise landscaping, open space areas, and the stability of building foundations.[8]



[8] *Town of Holly Springs. Natural Resources. Amended Supplement #5. Holly Springs, NC: Town of Holly Springs, 2017. https://www.hollyspringsnc.gov/DocumentCenter/View/514/Natural-Resources?bidId=*

Poorly drained soils, where they exist in localized areas, are typically the least suitable for development. These areas are prone to ponding and slow water infiltration, making construction more costly due to the need for soil modification, drainage improvements, or elevated building foundations.[9] Conversely, well-drained soils are generally the most favorable for development, supporting both vegetation and structural stability while minimizing erosion and runoff concerns. Well-drained areas for new development should be prioritized while implementing mitigation strategies such as buffers and soil amendments in areas with moderately or poorly drained soil areas in order to maintain environmental quality and reduce developmental risks.[10]

Erosion Control

Over half of the soil in Holly Springs is classified as having a moderate erosion hazard, indicating that while they are generally stable, they are still susceptible to soil loss if they are not properly managed during land-disturbing activities. Without proper precautions, excavation, grading, or construction in these areas can result in significant sediment runoff, increased turbidity in local streams, and the loss of topsoil that supports vegetation.

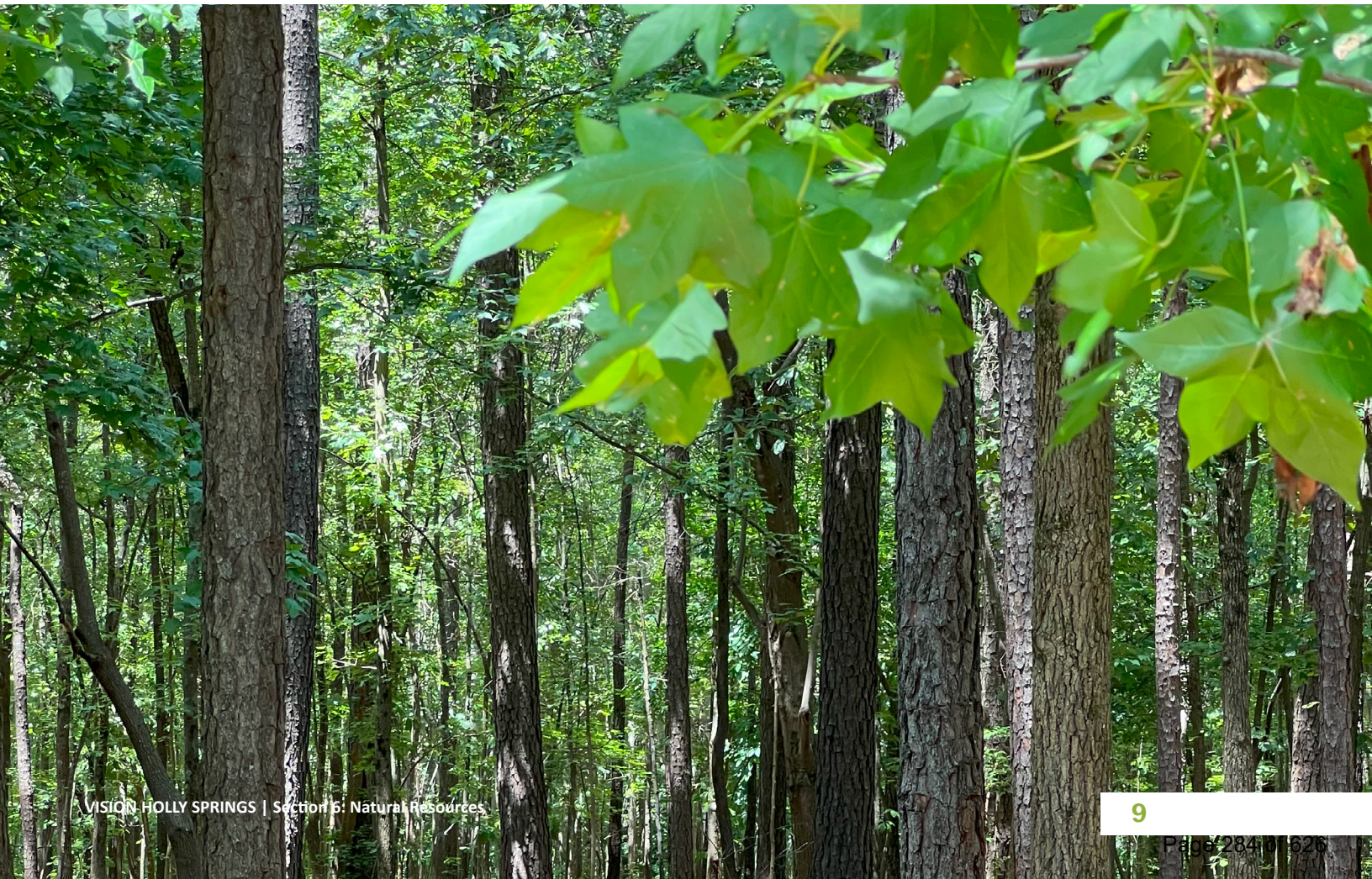
The Erosion and Sediment Control Program enforces compliance with state and local regulations and reviews site plans to ensure that adequate measures are included to reduce runoff and soil displacement. By requiring the incorporation of erosion control practices into the design phase and during construction, Holly Springs protects local waterways, maintains soil health, and reduces long-term maintenance costs associated with stormwater infrastructure.[11]

---

[9] Soil Survey Staff, Natural Resources Conservation Service, U.S. Department of Agriculture. Web Soil Survey. Washington, DC: USDA NRCS. Accessed September 15, 2025. https://websoilsurvey.nrcs.usda.gov/app/

[10] Poole, Chad, Mohamed Youssef, and Wayne Skaggs. Basic Information for Determining Drain Spacing on North Carolina Soils. Raleigh, NC: North Carolina State University Cooperative Extension, 2025. https://content.ces.ncsu.edu/basic-information-for-determining-drain-spacing-on-north-carolina-soils

[11] Natural Resources Conservation Service. "Soil Science." U.S. Department of Agriculture. Accessed September 15, 2025. https://www.nrcs.usda.gov/conservation-basics/natural-resource-concerns/soil/soil-science



WATERSHEDS, FLOODPLAINS, AND STREAM CORRIDORS

Watersheds, Floodplains and Stream Corridors

Holly Springs hosts two major river basins: the Neuse River Basin and the Cape Fear River Basin. The Basin Divide runs along the Highway 55 corridor, splitting the Town into separate watersheds.

Cape Fear River Basin

The western portion of the Town hosts the Cape Fear River Basin and the Harris Lake Watershed, a subbasin of the Cape Fear which includes nine tributaries. Harris Lake is at the terminus of drainage from all these streams. It is a constructed body of water owned by Duke Energy Progress, who uses the water for cooling at the Shearon Harris Nuclear Power Plant[12]. Various natural resources exist around the Lake, including the Harris Game Lands, managed by NC Wildlife Resources Commission, and Harris Lake Park, managed by Wake County and host to a native longleaf pine forest[13].

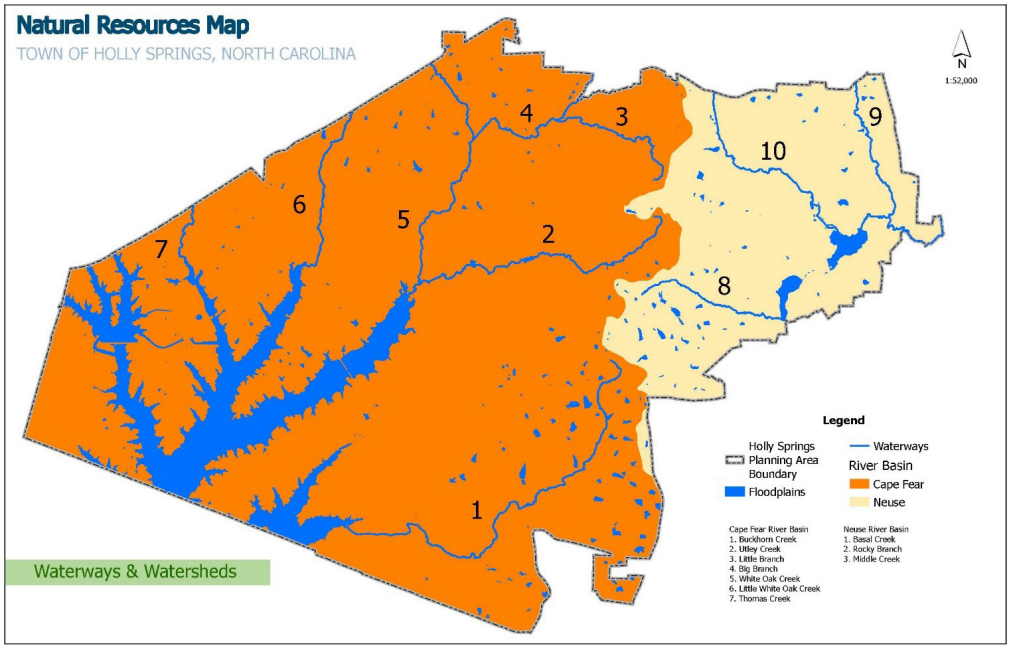
Neuse River Basin

The eastern portion of the Town hosts the Neuse River Basin and the Middle Creek Watershed, a subbasin of the Neuse which includes two tributaries. Located in this watershed, downstream from Holly Springs, are Sunset Lake and Bass Lake. Both are manmade, with Sunset Lake being an impoundment that empties into Middle Creek. Critical natural resources are present around these lakes. Bass Lake is bordered by Sugg Farm, a 117-acre parkland known for local festivals and gatherings[14]. Bass Lake is also surrounded by a 1.9-mile mulch trail, connecting the lake to Sugg Farm and other greenway networks[15].

River Basins and Sub-Basins Located in Holly Springs

River Basin	Watershed	Tributary/Stream
Cape Fear	Shearon Harris Reservoir	Buckhorn Creek
		Jim Branch
		Cary Branch
		Utley Creek
		Little Branch
		Big Branch
		White Oak Creek
		Thomas Creek
		Norris Branch
Neuse	Middle Creek	Basal Creek
		Rocky Branch

Source: 1:24,000 (7.5 minutes) topographic quadrangle maps provided by the US Geological Survey



[12]*North Carolina Wildlife Resources Commission, An Overview of the Shearon Harris Reservoir Largemouth Bass Fishery (2007–2017) (Raleigh, NC: NCWRC, September 2017), https://www.ncwildlife.gov/media/2922/download?attachment.*

[13]*Wake County Government, "Harris Lake Historic & Natural Significance," Harris Lake County Park, accessed July 29, 2025, https://www.wake.gov/departments-government/parks-recreation-open-space/all-parks-trails/harris-lake-county-park/harris-lake-historic-natural-significance*

[14]*Town of Holly Springs, "Sugg Farm at Bass Lake Park," Parks, Facilities & Greenways, Town of Holly Springs, NC, accessed July 29, 2025, https://www.hollyspringsnc.gov/758/Sugg-Farm.*

[15]*Town of Holly Springs, PRG Master Plan, March 2021.*



Surface Water Classification

Surface waters in North Carolina are assigned classifications that establish the "best uses" to be protected under state water quality standards.[16] These classifications guide management and regulation under the Clean Water Act and State rules, and can include supplemental designations for additional protections.[17] Within the Cape Fear River Basin, streams tied to Harris Lake and the Holly Springs area fall under this framework, with classifications reflecting both ecological function and vulnerability to urbanization pressures.[18] Common classifications relevant to streams in the region include the following:

- **WS-I through WS-V:** Watershed protection for public water supplies, with WS-I providing the most stringent protections.
- **Class C:** Supports aquatic life and secondary recreation.
- **Class B:** Supports primary recreation, such as swimming.
- **Supplemental designations:** High Quality Waters (HQW) and Outstanding Resource Waters (ORW) provide additional protections for water quality and ecological health.

Because growth in Holly Springs continues to increase impervious surface coverage and runoff, those classifications serve as critical management tools, ensuring that stormwater programs, conservation buffers, and development regulations align with state standards to maintain aquatic health and protect local drinking water as well as recreational resources.

Water Quality

The North Carolina Department of Environmental Quality (DEQ), Division of Water Resources (303(d)) lists those streams that are not meeting water quality standards or those that have impaired uses, in accordance with the federal Clean Water Act. Middle Creek appears on the 2022 303(d) list with a rating as fair based on narrative criteria to protect aquatic life in fresh water. The rating given in this stretch of stream is primarily based upon turbidity associated with sediment form in stream erosion/urbanization and runoff associated with development.[19]

---

[16] *North Carolina Department of Environmental Quality. "Classifications." Accessed September 15, 2025. https://www.deq.nc.gov/about/divisions/water-resources/water-planning/classification-standards/classifications*

[17] *U.S. Environmental Protection Agency. North Carolina Classifications and Water Quality Standards. Washington, DC: U.S. Environmental Protection Agency, 2014. Sections .0100-.0200, Classifications and Water Quality Standards Applicable to Surface Waters and Wetlands of North Carolina*

[18] *North Carolina Administrative Code. "15A NCAC 02B .0311 – Cape Fear River Basin." North Carolina Division of Water Resources. Accessed September 15, 2025. 15A N.C. Admin. Code 02B .0311 - CAPE FEAR RIVER BASIN | State Regulations | US Law | LII / Legal Information Institute*

[19] *North Carolina Department of Environmental Quality, 2022 Final 303(d) List. Division of Water Resources. Raleigh, NC: State of North Carolina, March 30, 2023. Accessed July 29, 2025, https://edocs.deq.nc.gov/WaterResources/DocView.aspx?dbid=0&id=3170580&cr=1*

The Middle Cape Fear Local Watershed Plan completed in 2004, provides a more detailed assessment of local tributaries tied to Harris Lake. Streams with lower impervious surface coverage surrounding the stream corridor were determined to be healthier than streams with greater impervious surface area.[20] The harmful impacts of impervious surfaces include limiting the absorption of water and causing runoff to travel across the land collecting sediments, nutrients and toxins that are carried to streams and creeks of the watershed.

The stream classifications in the study were defined as follows:

- **A functioning stream corridor:** Less than 5% impervious area.
- **An at-risk stream corridor:** Between 5 and 10% impervious area.
- **An unstable stream corridor:** Greater than 10% impervious area.

Regulations to protect the watersheds in Holly Springs include Conservation Buffer and Open Space regulations, the Town's NPDES Phase II stormwater program, the Erosion and Sediment Control Program, and the Stream & Wetland Protection and Flood Damage Prevention ordinances.

In 2013, the Cape Fear River Basin Restoration Priorities (RBRP) report and the Middle Cape Fear Watershed Plan updates reaffirm many of the concerns first identified in 2004, while expanding recommendations for management. The updated findings emphasized that watershed stressors in the Middle Cape Fear, including tributaries connected to Harris Lake and the Holly Springs area, stem largely from riparian buffer loss, bank erosion, sedimentation, and the continued expansion of impervious surfaces tied to urban development. The plan highlighted the need for riparian buffer restoration, stormwater best management practices (BMP), and land preservation to mitigate these impacts and maintain overall stream health. For the Town of Holly Springs, these recommendations directly align with existing local protections such as the Town's NPDES Phase II Stormwater Program, erosion and sediment control measures, and conservation buffer requirements, underscoring the importance of maintaining and strengthening these programs as growth continues to increase impervious surface coverage in the watershed.[21]

---

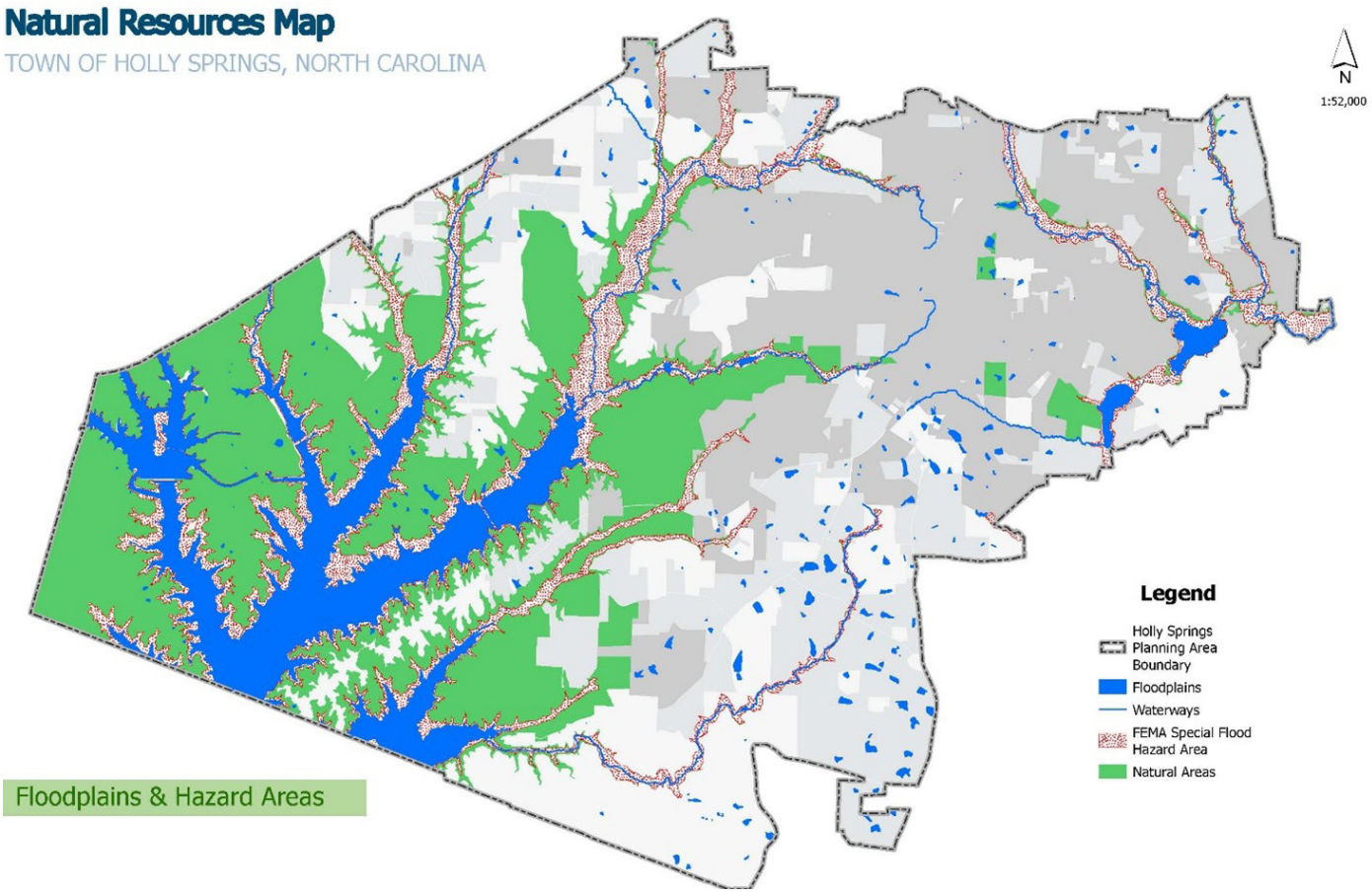
[20] *North Carolina Department of Environmental Quality, Division of Mitigation Services. Functional Status Memo 4: Middle Cape Fear River Basin. Raleigh, NC: State of North Carolina, June 2004, https://files.nc.gov/ncdeq/Mitigation%20Services/Watershed_Planning/Cape_Fear_River_Basin/Middle_CapeFear/Functional%20Status_Memo4.pdf*

[21] *North Carolina Department of Environmental Quality. Kenneth and Parker Findings and Recommendations Summary. Raleigh, NC: North Carolina Department of Environmental Quality, January 2013. https://files.nc.gov/ncdeq/Mitigation%20Services/Watershed_Planning/Cape_Fear_River_Basin/Middle_CapeFear/Kenneth%20and%20Parker%20Findings%20and%20Recommendations%20Summary%20012013.pdf?*





Flood Plains



A floodplain is an area that is subject to full and partial flooding. In addition to providing natural flood control, floodplains offer erosion control, protect water quality, serve as an area for groundwater recharge and act as aquatic and terrestrial habitats.

The Federal Emergency Management Agency (FEMA) federally designates and regulates floodplains with drainage areas that are typically equal to or larger than one square mile. Updated Flood Insurance Rate Maps (FIRM) shows the FEMA and State Regulated 100-year and 500-year future floodplains and identified hazard areas.[22]

In addition to the floodplain areas identified on the FIRM, the Town regulates locally identified floodplain areas. Fill to create buildable areas is prohibited in designated floodplains and residential structures are not allowed unless specific elevation and permitting criteria are met. Strict design standards that go beyond State and Federal regulations must be followed for permits to be approved.[23]

---

[22]NC OneMap, North Carolina Effective Flood Zones, North Carolina Department of Environmental Quality, NC OneMap program, accessed July 29, 2025, https://www.nconemap.gov/maps/a178aae74ee347d786e853e5a442eea2/explore.

[23]Town of Holly Springs, Code of Ordinances, Chapter 8, Article III, "Flood Damage Prevention," accessed July 29, 2025, https://library.municode.com/nc/holly_springs/codes/code_of_ordinances?nodeId=PTIICOOR_CH8EN_ARTIIIFLDAPR.

Riparian Buffers

Riparian buffers provide water quality protection and environmental benefit by filtering pollutants suspended in runoff, providing bank stabilization and sustaining wildlife habitats. The Town's Unified Development Ordinance regulates riparian buffers in addition to the North Carolina Neuse Buffer Rules. In the Cape Fear River Basin, the Town's standards protect a 30-foot area from the top of the bank on each side of intermittent and perennial features. The Neuse River Basin has 50-foot State regulated buffers measured from the top of the bank on each side. The Town has adopted more restrictive 100-foot buffers for perennial features in the Neuse River Basin. These include a 100-foot undisturbed buffer for perennial features that drain into Bass Lake.[24]

Wetlands

Wetlands are areas saturated by surface or ground water at a frequency sufficient to support unique wildlife habitats and soil conditions. These include swamps, marshes, bogs, wet meadows and similar areas. Wetlands provide important water quality controls by filtering pollutants and mitigating flood and sediment impacts.

In Holly Springs, wetlands are generally located along the stream corridors, lakes or ponds of the area. The Town's wetlands are regulated by the Army Corps of Engineers, which requires the replacement of wetlands when they are disturbed and controls the amount of development that can occur in a wetland. The Town assists the Corps by identifying and requiring development projects containing wetlands to receive approval from the Corps prior to issuing construction approvals.[25] Furthermore, because wetlands are generally located along the stream corridors, they often coincide with the Town's floodplain regulations.

Groundwater

Groundwater is an important source of drinking water that is recharged through the percolation of water through soil or through aquifer recharge areas. Groundwater is generally susceptible to over-pumping in areas where recharge endures a slower process or pollution in areas where substantial recharge occurs.

A groundwater recharge area exists in Holly Springs, east of Duke Energy lands and extending south into Fuquay-Varina. In this area the groundwater is replenished though percolation of water into the aquifer. The Town helps alleviate groundwater impacts using Stormwater Control Measures (SCMs) in the Post-construction Stormwater Ordinance. The Town feels that NPDES stormwater requirements may induce SCMs as an appealing option for developers to promote techniques that regulate infiltration.[26]

---

[24] *Town of Holly Springs, UDO, § 4.8 "Conservation Buffer Areas."*

[25] *Town of Holly Springs, Section 6: Mitigation for Secondary and Cumulative Impacts, in Secondary and Cumulative Impacts Management Plan, accessed July 30, 2025, https://www.hollyspringsnc.gov/DocumentCenter/View/10216/Section-6-Mitigation-for-Secondary-and-Cumulative-Impacts?bidId=.*

[26] *Town of Holly Springs, Code of Ordinances, Chapter 8, Article V, "NPDES Phase II and NSW Post-Construction Stormwater," accessed July 29, 2025, https://library.municode.com/nc/holly_springs/codes/code_of_ordinances?nodeId=PTIICOOR_CH8EN_ARTVNPPHIINSPONSST*



Forestlands and Tree Canopies

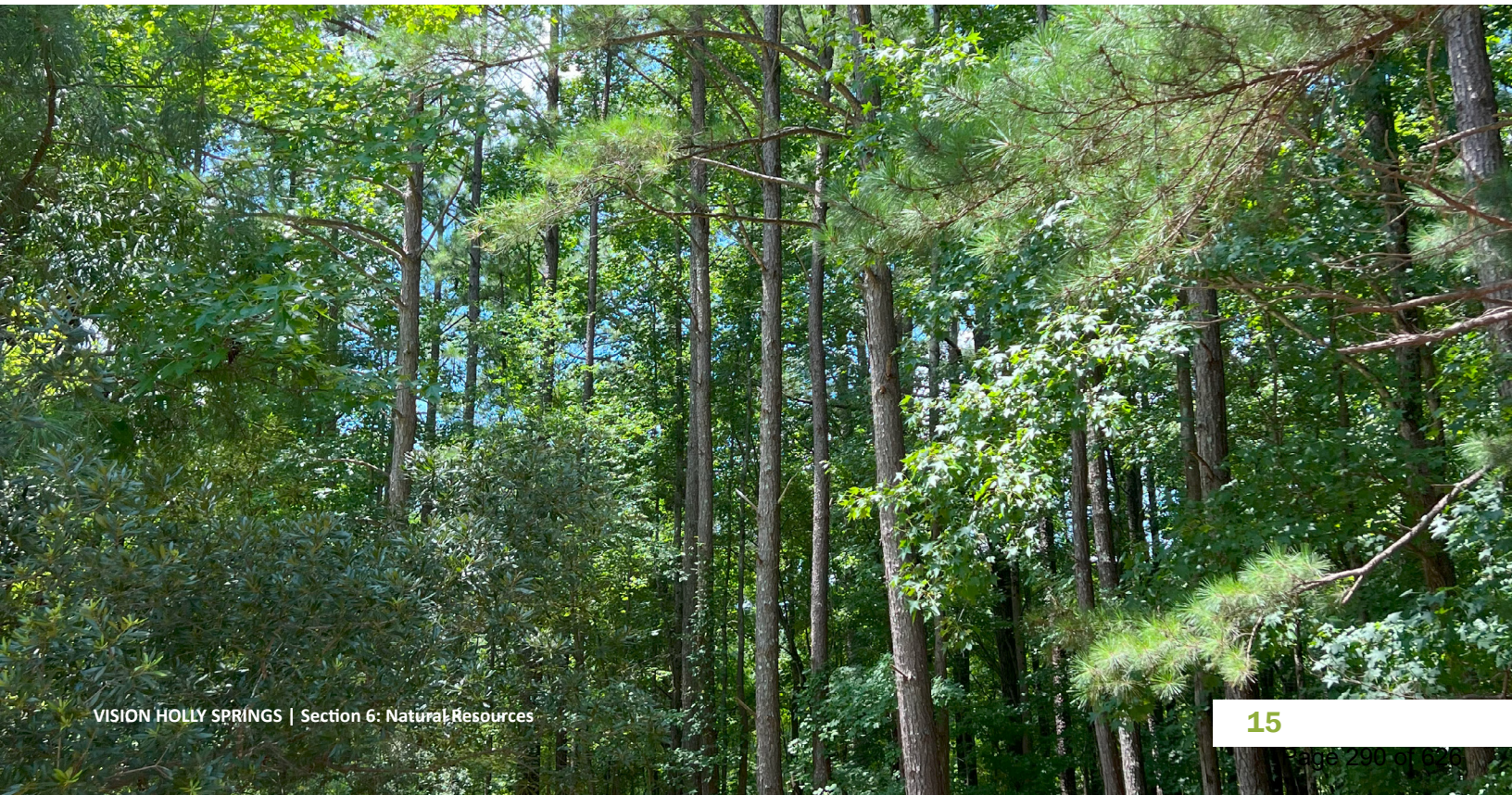
Forestlands in the Town of Holly Springs offer numerous benefits that enhance quality of life. They serve as vital habitats, nesting grounds, and food sources for local wildlife, while also supporting water recharge, reducing runoff and soil erosion, and filtering pollutants. With proper management, these forestlands represent a natural, renewable resource that will ultimately contribute to the Town's long-term quality of life.

Most of the Town's forestlands are in the west, around the Harris Lake area. To the east, forests are more scattered. Typical forests in Holly Springs include pine, oak, sweet gum, black gum, red maple, sycamore, and eastern red cedar. The most dominant forest type is coniferous cultivated pine. As mentioned earlier, Harris Lake County Park hosts a Piedmont Longleaf Pine Forest, a rare type of forest community that is slowly being restored through state-wide conservation efforts.

Canopy Coverage and Reforestation

The greatest threat to the forestlands of Holly Springs is the spread of low-density residential land. As more development occurs, the Town will continue to lose forestlands, impacting the quality of the environment and natural habitats. In 2023, Wake County completed a Tree Canopy Coverage Assessment. This study found that, from 2010-2020, Wake County lost 11,122 acres of tree canopy, a land area more than double the size of William B. Umstead State Park. Within this trend, Holly Springs showed a distinct split: the southwestern part of the Town experienced significant gains in canopy coverage, while the northeastern part saw notable and significant losses.[27]

The study also reported that, as of 2020, canopy cover among Wake County's twelves core municipalities averaged 60.5% within ETJ and 42.8% within corporate limits, providing very important context for growth pressures that the Town of Holly Springs will begin to face. Part of this study involved the identification of Potential Planting Areas (PPAs) using an analysis composite vulnerability index that combined 10 weighted measures of community vulnerability. Each individual planting area was assigned a priority rank from Very High to Very Low. Concentrations of elevated priority PPAs were observed in western Wake County, within and near the Holly Springs area.



Urban Forestry

To combat the loss of tree coverage, the Town has spearheaded various tree planting and urban forestry initiatives. In 2018, Holly Springs earned its status as a Tree City USA, which includes the implementation of a Tree Preservation Ordinance that aims to preserve native forest stands as well as large individual trees.[28] The Town also has open space requirements for residential developments to protect forest resources, and the UDO provides credits for preserving existing vegetation in order to decrease the need for new plantings.[29] As part of the 2023 Wake County Tree Canopy Coverage Assessment, possible planting locations were identified among bare soil and vegetation cover types. The locations were narrowed to sites that are at least 200 square feet within municipal planning jurisdictions and one acre in unincorporated areas. Utility easements, rights-of-way, recreational fields, and active agricultural or horticultural sites were filtered out. Holly Springs can use this data to establish Priority PPAs for tree conservation and protect in its comprehensive plan, integrating them with proposed parks, greenways, and open space in the Parks, Recreation and Greenways Master Plan. This information can also be leveraged to encourage planting on both public and private property through outreach, education, and volunteer programs, while applying existing tree protection standards in the Holly Springs UDO to new developments to target priority PPAs.[30]

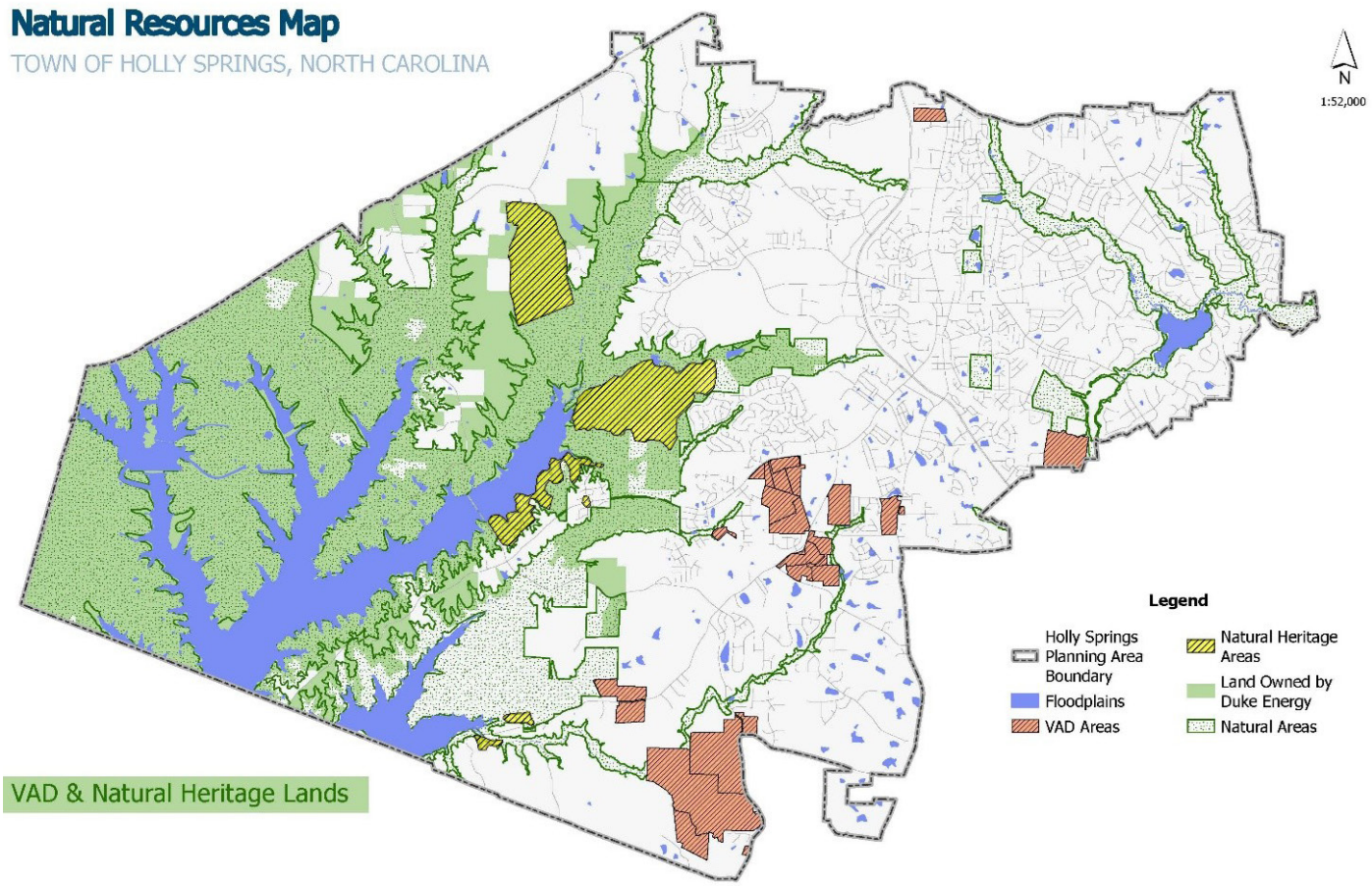
The administrative body responsible for the management of tree planting and maintenance for urbanized areas within Holly Springs is the Tree Advisory Committee. The Committee provides important information which helps residents understand the importance of tree preservation and maintenance. The Committee is also responsible for overseeing the many components involved with meeting the standards for Tree City USA qualifications. This includes organizing the annual Arbor Day event and the role the Committee plays in community outreach and education.

---

[27]Wake County Government. Wake County Land Cover Analysis & Tree Canopy Assessment. 2023. Accessed July 30, 2025, https://s3.us-west-1.amazonaws.com/wakegov.com.if-us-west-1/s3fs-public/documents/2023-09/Wake%20County_FINAL_pages_R_0.pdf
[28]Town of Holly Springs. "Urban Forestry." Town of Holly Springs, NC.
[29]Town of Holly Springs, UDO, § 4.4 "Tree Preservation Areas."
[30]Wake County Government. Wake County Land Cover Analysis & Tree Canopy Assessment. 2023. Accessed July 30, 2025, https://s3.us-west-1.amazonaws.com/wakegov.com.if-us-west-1/s3fs-public/documents/2023-09/Wake%20County_FINAL_pages_R_0.pdf



Managed and Protected Lands (VADs and Natural Heritage land)



Protected forestlands in the Town include various lands along stream corridors and around Harris Lake. The Town is host to Voluntary Agricultural Districts (VADs), encompassing approximately 21 parcels. VADs promote agricultural uses while also protecting the health of forestlands by acting as buffers between higher intensity developments. Most VADs in Holly Springs are located in the southeastern region of the Town, the area most primed for future developments. These VADs will act as critical land protection zones as growth inevitably spreads southward to these areas.

Five Natural Heritage Areas are also present in Holly Springs. Natural Heritage Areas are sites (terrestrial or aquatic) which contain special biodiversity significance due to the presence of rare species, unique natural communities and important ecological characteristics. Within Holly Springs, most of the sites are privately owned with protection areas existing as easements on the land. Natural Heritage Areas in Holly Springs include the Harris Longleaf Pine Forest, Utley Creek Slopes, Hollemans Crossroads, and the Jim Branch/Buckhorn Creek Forests.

Additional lands protected in Holly Springs include the various parks and greenways owned by the Town. These include land areas such as Bass Lake, Sugg Farm, Mim's Park and the future Eagle's Landing Park.

Endangered Species and Wildlife

The wildlife in Holly Springs includes many different species of mammals, amphibians, reptiles, birds, and fish. Of these, the US Fish and Wildlife Service has identified four species listed as threatened and five species listed as endangered.[31]

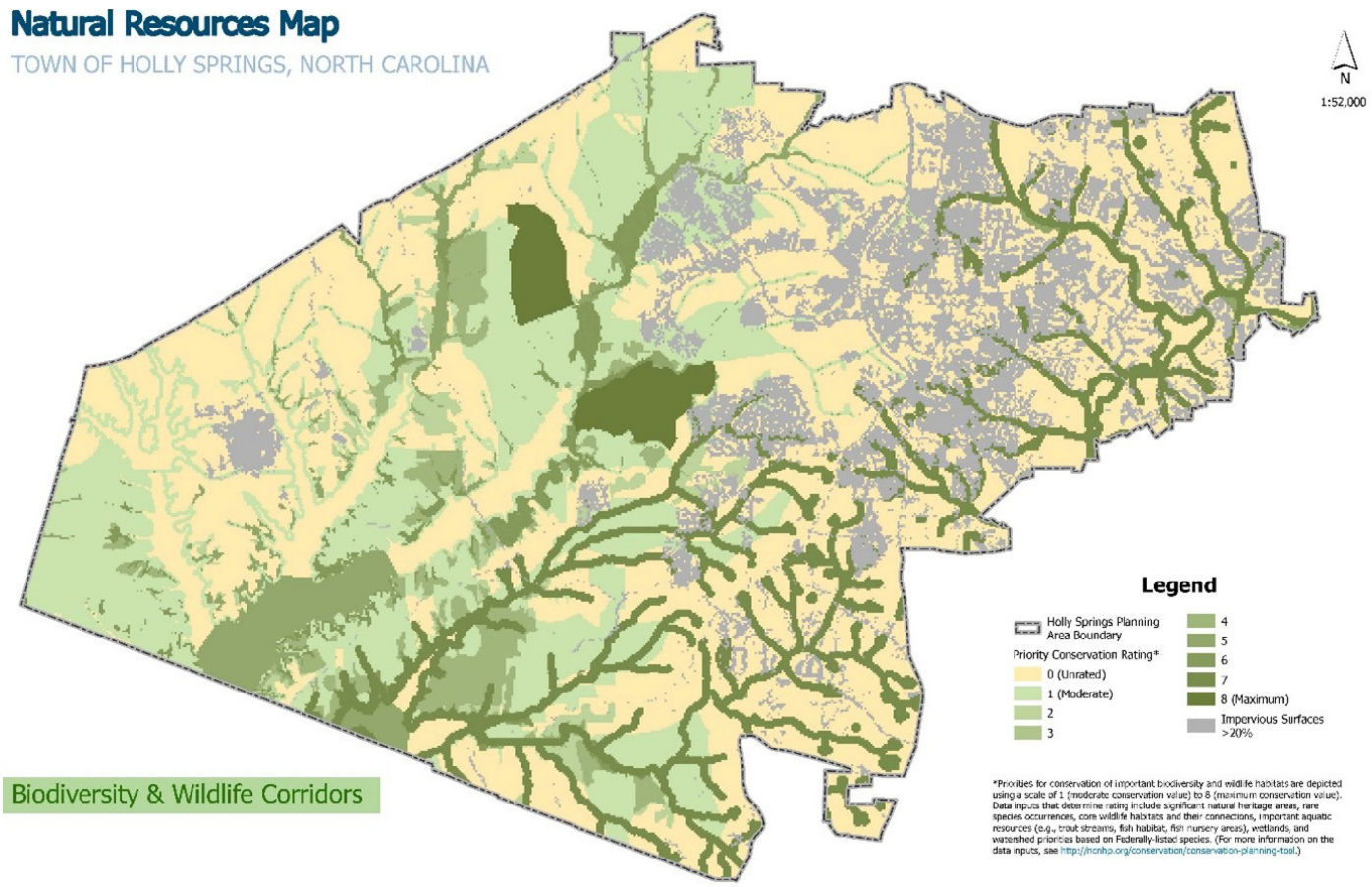
SPECIES	SPECIES TYPE	STATUS
Red-cockaded Woodpecker	Bird	Threatened
Neuse River Waterdog	Amphibian	Threatened
Cape Fear Shiner	Fish	Endangered
Carolina Madtom	Fish	Endangered
Dwarf Wedgemussel	Clam	Endangered
Yellow Lance	Clam	Threatened
Atlantic Pigtoe	Clam	Threatened
Michaux's Sumac	Flowering Plant	Endangered
Harperella	Flowering Plant	Endangered

[31] *U.S. Fish & Wildlife Service, Information for Planning and Consultation (IPaC): Official Species List for a Specified Project Location, accessed July 30, 2025, URL: https://ipac.ecosphere.fws.gov/location/RCIOH3WJ6NDJLLD63QLCQC4Q2A/resources.*

Vulnerable and Protected Habitats

Although not listed, the Town has voluntarily established a preserved habitat for the Tiger Salamander. The habitat is a 40-acre area along Middle Creek, north of Holly Springs Road. Most of the habitat is protected because it is part of the floodplain area. In the area that is not part of the floodplain, there is an existing sewer line making the area susceptible to development. If development does occur in this location, regulations are in place to preserve the area's landscape buffers.

Data from the NC Natural Heritage Program, under the Department of Natural & Cultural Resources, identifies and ranks healthy and sustainable ecosystem areas in Holly Springs. These areas represent environments which foster rich habitats and biodiversity and are critical for sustaining vulnerable species and maintaining wildlife corridor connections.[32]



Water quality deterioration and loss of habitat threaten wildlife in Holly Springs. Both threats are typical impacts of increased development. The existing Town regulations for protection of wildlife habitat and quality include Stream and Wetland Protection and Flood Damage Prevention ordinances, open space and riparian buffer requirements, the Erosion and Sediment Control Program, stormwater runoff control requirements and the Tiger Salamander Preserve.

[32] *North Carolina Natural Heritage Program, North Carolina Conservation Planning Tool (CPT) – Biodiversity/Wildlife Habitat Assessment, May 2025 (Raleigh, NC: NC Department of Natural and Cultural Resources, 2025).*

BUDGETING AND INVESTMENTS

Budgeting and Investments

According to the Holly Springs Operating Budget for Fiscal Year 2026, Environmental Fees are expected to account for approximately 6.7% of the FY26 General Fund's revenue ($4.35 million). This consistent stream of funding illustrates the Town's long-term commitment to environmental services such as recycling, refuse collection, and yard waste management. The Town's commitment to funding sustainability practices was demonstrated with a $0.59 increase in monthly environmental fees from the previous year.

Likewise, the Stormwater Management Program Fund is comprised of $1.93 million in revenue related to user and development fees. It is funded by $5.20 per equivalent residential unit, showcasing steady investment in managing runoff and improving water quality.

Capital Investment Projects

One of the largest public investments and a long-term capital priority is the Utley Creek Water Reclamation Facility (UCWRF) upgrade from 6 million gallons a day (MGD) to 8 MGD, with nearly $98.5 million in funding for FY26 alone. This project directly supports watershed health, reduces nutrient pollution, and increases wastewater treatment capacity in line with growth.



OBJECTIVES FOR THE FUTURE

Objectives for the Future

1 *Build upon ordinances to alleviate pressure on developers.*

- Allow opportunities for exemptions and reductions in open space/conservation requirements for developers to incentivize reasonable growth while also attaining the Town's desired resource protection goals.
  - Consider revisions to the Town's Unified Development Ordinance to concentrate growth away from vulnerable lands.
- Ensure Holly Spring's development is compatible with the region's natural form, vegetation, topography, streams, floodplains, wetlands and other riparian assets.

2 *Improve upon the Urban Forestry Management Program.*

- Legitimize and expand the regulations and processes around urban forestry practices to enhance the Program's efficacy in Holly Springs.
  - Recommend that the Town prepare and maintain an official Urban Forestry Master Plan to address how to implement treescape improvements and enhancements throughout the community. The plan should identify priority protection areas (PPAs), in accordance with the Tree Inventory.
  - Review Tree Preservation ordinance in the UDO. Identify areas of the existing code where additional conservation measures may be appropriate.
  - Use Urban Forestry best practices to identify the most effective tree conservation measures in terms of desired benefits. Integrate with Tree Maintenance standards found in the Code.
- Expand the Tree Inventory ordinance to calculate and determine additional environmental factors related to tree coverage.
  - Consider using the Tree Inventory assessment to quantify carbon offset and assess their contribution to minimizing Holly Spring's carbon footprint.
  - Consider using the tree inventory to assist in identifying PPAs to be established in the Urban Forestry Master Plan.
- Establish community tree planting events/programs where citizens can volunteer to assist with tree maintenance and PPA replanting efforts.
  - Expand programs such as the South Wake Landfill Citizens Committee's Tree Planting Program to encourage volunteer-based tree plantings/maintenance to existing neighborhoods, parks, and PPAs.

3 Establish proper standards for Street Tree planting and maintenance.

- Consider implementation of comprehensive tree planting standards for every major street/roadway, and by protecting and preserving significant stands of existing trees along or adjacent to major roadways.
  - Ensure that all new roadway projects and major reconstruction projects preserve existing trees and topography and provide an adequate street tree canopy while providing for the safest facility possible.
  - Consider involving a certified arborist in project planning when constructing new street/roadway infrastructure.
- Draft specific policies oriented towards Street Tree planting, design, and maintenance.
  - The Town should prepare and maintain an official Street Tree Master Plan to address: 1) the retrofitting of existing streets, where appropriate, 2) the planting of future streets and 3) the maintenance and replacement of dead, diseased, or disfigured trees.

4 Expand the Town's role in the protection of endangered/threatened wildlife.

- Consider implementing wildlife management practices that minimize human-wildlife conflicts and support sustainable wildlife populations, by working with regional experts and stakeholders.
  - Consult with conservation partners to develop wildlife education programs and facilities to provide opportunities for citizens to learn about species, habitats, and important ecosystems.
  - Consider creating an educational campaign to provide information to residents about how to avoid wildlife conflict situations and respond appropriately when they arise.
  - Monitor and manage invasive species and develop a program to increase awareness of, contain, and possibly eradicate their impact.
- Integrate wildlife habitat conservation and restoration strategies into the existing development process.
  - Consider revisions to the UDO to expand Open Space/Conservation standards to include specific practices for wildlife habitat protection and enhancement, including the protection of wildlife corridors.
  - Consider establishing habitat protection areas for additional endangered/threatened species, similar to the Tiger Salamander protection area.
- Seek to prevent further and/or potential aquatic degradation and impairment of biological communities by strengthening urban stream water quality measures.
  - Consider additional protections around seasonal pools and intermittent streams, and their buffers that are home range/breeding habitat for water dependent species.

6 *Bolster Water Resource Management Policies to protect wetlands, streams, and overall water quality.*

- Create a Water Resource Management Master Plan.
  - Consider developing a coordinated long-range master plan for water, wastewater, reclaimed, and stormwater systems.
  - Consider developing a water, sewer, and reclaimed asset management plan to ensure system integrity and identify needed maintenance and investments to handle future growth.
- In addition to development standards, expand Stormwater Control Measure (SCMs) to improve water quality.
  - Consider implementation of public education programs, monitoring and control of illicit discharges, expansion of the greenway concept to include safe floodplain connection and activation.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

Public Hearings
Title: Semiannual UDO Text Amendments 25-UDO-02 - Legislative Public Hearing
Strategic Priority Area: Vibrant Community
Growth Management & Economic Vitality
Staff Resource: Sean Ryan, Development Services

Action(s):

- Conduct Legislative Public Hearing.

Explanation:

- This Unified Development Ordinance (UDO) text amendment package contains the Fall 2025 amendments for consideration as part of the Town's normal twice-yearly initiative to review and amend the ordinance where appropriate.
- The proposed UDO text amendment package contains a series of amendments to various sections of the UDO identified by staff during the implementation and administration of the ordinance.
- Amendments contained in the attached draft ordinance include:
    - Alley building setbacks (to ensure adequate driveway lengths from alleys)
    - Various Landscaping revisions (including street tree species and thoroughfare buffers in residential districts)
    - Infill lot building setbacks (to reduce setbacks for detached dwellings in the Downtown)
    - Home occupations (to address customers and vehicles coming to the home)
    - Conservation Subdivisions (to add standards for open space and maximum number of lots)
    - Murals/Works of Art (to increase the size and locations allowed)
    - Temporary Signs (to simplify size and placement requirements)
- Detailed language of the proposed amendment can be found in the attached draft Ordinance 25-32.
- As a living document, it is customary for the ordinance to need clarification or changes as town policies change, interpretations are made, or community expectations evolve.

Background:

- Staff provided an overview of some of these amendments at the September 2, 2025 Town Council meeting.
- Town Council requested staff to propose modifications to the allowances for murals at their annual retreat in February 2025.
- In accordance with the legislative review process, consideration of these amendments will

take place on the following schedule:
    - Tuesday, October 21 - Town Council Public Hearing
    - Tuesday, October 28 - Planning Board review and recommendation
    - Tuesday, November 21 - Town Council consideration and decision
- In October 2021, the Town Council adopted the 2022 UDO with an effective date of March 1, 2022.

Funding Source(s):

N/A

Attachment(s):

1. 25UDO02_UDOAmendment_PublicHearing_10212025
2. 25UDO02_SemiannualFall2025_PublicHearingDraft

Project Type: Unified Development Ordinance (UDO) Text Amendment

Applicant / Petitioner:
Town of Holly Springs

Amendment Overview

This UDO text amendment package contains the Fall 2025 amendments for consideration as part of the Town's twice-yearly initiative to update the Ordinance. Detailed language of the proposed amendment can be found in the attached draft ordinance.

In October 2021, the Town Council adopted the 2022 UDO with an effective date of March 1, 2022. The proposed UDO text amendment package contains a series of edits to various UDO sections that have been identified by staff during implementation and administration of the ordinance. As a living document, it is customary for the ordinance to need clarifications or changes as town policies change, interpretations are made, or community expectations evolve. This amendment package also contains updates to the allowances for wall murals, which implements a request made by the Town Council at their retreat in February 2025.

Requested Action:

Public Hearing: The Town Council must hold a legislative public hearing to receive public comments regarding the proposal prior to Planning Board consideration.

Table of Contents:

Unified Development Ordinance (UDO) Text Amendment Information Page 2
Decision-Making Information Page 4

Unified Development Ordinance (UDO) Text Amendment Information

The proposed amendments table below provides a summary of the proposed changes to the Town of Holly Springs Unified Development Ordinance (UDO) and an explanation of why the change is needed.

Purpose of Amendment Key	
Legal Compliance	Change made to comply with North Carolina General Statutes or other legal change.
Clarification or Correction	Change made to provide clarification on UDO intent, prevent misinterpretations, or correct grammatical errors.
Minor Change	Minor changes made to further achieve goals and policies outlined in the Comprehensive Plan or changes made to better implement the established policy based on resident, business, and development community feedback.
Major Change	Major changes to support a specific town policy or substantially change current UDO regulations.

List of Amendments		
Ordinance Part	Purpose of Amendment	Amendment Summary
1	Clarification or Correction	Modify rear setbacks from alleys to ensure sufficient driveway length as required by the Engineering Design & Construction Standards can be met.
2	Clarification or Correction	Modify Employment/Campus Use Districts Development Standards table to move "Perimeter Buffers" into its own subsection.
3	Minor Change	Modify setback allowances for infill lots in the downtown area. This amendment supports Downtown Area Plan Residential Goal 1: Pursue residential infill development within the Downtown to increase the housing share to 3% of total Holly Springs households.
4; 5	Clarification or Correction	Modify required landscape and fencing for Infrastructure/Utility (both Major and Minor) to be consistent with Engineering Design & Construction Standards.
6; 15	Clarification or Correction	Relocate subsection related to parking lot screening to Chapter 5: Landscaping
7; 9	Clarification or Correction	Modify terminology consistent with the ordinance related to fencing.
8	Minor Change	Modify certain Home Occupation allowances related to number of customers and commercial vehicles.
10; 20; 22; 25	Minor Change	Add Use Standards for Murals in Commercial & Mixed-Use & Employment/Campus Use Districts and Non-Residential Uses in Residential Use Districts. This amendment supports Northeast Gateway Master Plan Placemaking and Urban Design Improvement Recommendation P-UDI 3: Consider eliminating murals as a defined term of art in the UDO, which recommends removing murals from the Sign Chapter of the ordinance, and Downtown Area Plan Public Art Goal 1: Develop an overall

List of Amendments		
Ordinance Part	Purpose of Amendment	Amendment Summary
		strategy to bring more public art into Downtown, including both static and interactive or experiential installations.
11; 12; 21	Minor Change	Enhance and clarify conservation subdivision application and requirements.
13	Clarification or Correction	Clarify required evergreen percentages, correct terminology, and reorganize Perimeter Buffer Types and Standards Table.
14	Minor Change	Clarify required Perimeter Buffers in Employment/Campus Use Districts, modify Thoroughfare Buffers in Residential Use Districts, and add standards for Perimeter Buffers adjacent to Streets.
16; 17	Minor Change	Clarify street tree planting sizes and modify approved street tree list. This amendment implements the modified street tree listing recommended for approval for the Tree Advisory Committee.
18	Clarification or Correction	Clarify fence and landscaping locations within Perimeter Buffers.
19	Minor Change	Enhance the placement of buildings along the street and create an alternative with placement along primary access driveways.
23	Minor Change	Modify and simplify temporary sign regulations.
24	Clarification or Correction	Clarify the neighborhood meeting notice requirements for timing of meeting and ensure notice to all addresses associated with the parcel.

Decision-Making Information

Comprehensive Plan Summary Table

Vision Holly Springs Comprehensive Plan	
Land Use & Character Plan (Section 1)	☒ Consistent ☐ Inconsistent
Comprehensive Transportation Plan (Section 2)	☒ Consistent ☐ Inconsistent
Parks, Recreation & Greenways Master Plan (Section 3)	☒ Consistent ☐ Inconsistent
Community Facilities Plan (Section 4)	☒ Consistent ☐ Inconsistent
Infrastructure & Utilities Plan (Section 5)	☒ Consistent ☐ Inconsistent
Natural Resources Plan (Section 6)	☒ Consistent ☐ Inconsistent

Unified Development Ordinance (UDO) Text Amendment Staff Analysis

Staff has reviewed the application and has determined the requested Zone Map Change is:

☒ Consistent with Adopted Plans ☐ Inconsistent with Adopted Plans

☒ Reasonable and in the Public Interest ☐ Not Reasonable and in the Public Interest

The proposed Unified Development Ordinance (UDO) amendments provide the Town of Holly Springs the necessary policies and development standards to implement Vision Holly Springs. Specifically, the proposed UDO amendments implement the character-based land use approaches outlined in Section 1: Land Use & Character Plan and provides context sensitive infill opportunities, provides for the implementation of conservation neighborhoods, supports the development of small business and increases opportunities for home-based businesses, ensures adequate landscape screening and buffering between uses, provides opportunities for public art, and reinforces design and community character. Finally, the proposed UDO text amendments provide the tools necessary for staff and the development community to implement the goals and objectives stated in the Plan.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

The Town Council requested staff propose amendments related to murals at their annual retreat in February 2025. Staff provided an overview of the topics contained in this proposed ordinance on September 2, 2025.

Legislative Public Hearing

Legislative Public Hearing

Prior to the Legislative Public Hearing:

- Published notice has been made twice in the News & Observer.

Town Council Decision: Legislative Decision

Legislative Decision:

Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Action #1: Hold Public Hearing

Action #2: Unified Development Ordinance Amendments

Unified Development Ordinance Amendments will be forwarded to the Planning Board for review and recommendation.

Next Steps

Planning Board Consideration & Recommendation

Advisory Decision

The Planning Board will review the proposed Unified Development Ordinance Amendments at the 10/28/2025 meeting and make a recommendation to the Town Council.

Anticipated Town Council Consideration and Decision: 11/18/2025

Ordinance No. 25-32
Date Submitted: October 21, 2025
Date Adopted:

AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY NORTH CAROLINA GENERAL STATUTES 160D

WHEREAS, the Town of Holly Springs Town Council adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* in November 2007; and

WHEREAS, the Town of Holly Springs Town Council has maintained and updated *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* by adopting *Section 1: Land Use & Character Plan* in 2019*; Section 3: Parks, Recreation and Greenways Master Plan* in 2021*; Section 2: Comprehensive Transportation Plan* in 2022*; Section 1: Land Use & Character Plan Appendix E: Downtown Area Plan in 2023; and Section 1: Land Use & Character Plan Appendix F: Northeast Gateway Master Plan* in 2022*, and*

WHEREAS, Town of Holly Springs desires to amend the Unified Development Ordinance in accordance with the goals and policies contained within *Vision Holly Springs: Town of Holly Springs Comprehensive Plan*; and

WHEREAS, an opportunity for public input into the suggested amendment has been offered in a public hearing before the Town Council; and

WHEREAS, the Holly Springs Planning Board has reviewed this request at a Public Meeting and recommended [recommendation pending]; and

WHEREAS, the Holly Springs Town Council finds that the proposed UDO amendments are consistent with the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* as follows: The proposed Unified Development Ordinance (UDO) amendments provide the Town of Holly Springs the necessary policies and development standards to implement *Vision Holly Springs*. Specifically, the proposed UDO amendments implement the character-based land use approaches outlined in *Section 1: Land Use & Character Plan* and provides context sensitive infill opportunities, provides for the implementation of conservation neighborhoods, supports the development of small business and increases opportunities for home-based businesses, ensures adequate landscape screening and buffering between uses, provides opportunities for public art, and reinforces design and community character. Finally, the proposed UDO text amendments provide the tools necessary for staff and the development community to implement the goals and objectives stated in the Plan and is reasonable and in the public interest; and

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Code of Ordinances Appendix A: Unified Development Ordinance of the Town is amended as follows:

Part 1: Chapter 2 Districts; Table 2.2.1-A - Development Standards for Residential Use Districts; and Table 2.2.1-A - Notes

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify rear setbacks from alleys to ensure sufficient driveway length, as follows:

Table 2.2.1-A - Development Standards for Residential Use Districts					
	RR	SR	NR	NCR	MXR
Building Placement (N9)					
Thoroughfare Setbacks (ft)					
Freeway - NC 540/US 1	100	100	100	100	100
Freeway - NC 55	100	100	100	100	100
Thoroughfare	50	50	25	25	25
Primary Building Setbacks (ft) (N10)					
Front Setback (minimum)	20	20	5	5	5
Front Setback (maximum) (N11)	n/a	n/a	20	15	15
Side - Corner Setback (minimum)	20	20	5	5	5
Side - Interior Setback (minimum) (N12)	10	10	5	5	5
Rear Setback (minimum)	25	25	20	20	30
Rear Setback from Alley ~~Centerline~~ **Right-of-Way** (minimum) **(N13)**	15	15	15	15	15
Accessory Building/Structure Setbacks (ft)					
Accessory Building/Structure(s) <144 sf	5	5	3	3	3
Accessory Building/Structure(s) ≥ 144 sf	10	6	5	5	5

Table 2.2.1-A - Development Standards for Residential Use Districts					
	RR	SR	NR	NCR	MXR
Building Placement (N9)					
Accessory Building/Structure(s) ≥ 144 sf Setback from Alley Right-of-Way (minimum) (N13)	5 ~~or 20+~~	5 ~~or 20+~~	5 ~~or 20+~~	5 ~~or 20+~~	5 ~~or 20+~~

Table 2.2.1-A - Notes	
N9	The Building Placement standards shall apply to all Buildings and Structures, unless specifically permitted otherwise. Refer to Sections **2.3.4. Setbacks for Infill Lots,** 2.3.6 Setback Encroachment Allowances, 3.3 Additional Use Provisions, and 3.4 Accessory Uses, Buildings, and Structures for additional standards.
N10	Residential ~~Dwellings~~ **Uses** in ~~established neighborhoods~~ **certain locations** may be eligible for ~~a Front~~ **modified** Setback**s** ~~reduction based on the Building placement on adjacent Lots~~. See Section 2.3.~~5~~**4**. for allowances.
N13	~~The Building may be less than 5 ft or more than 20 ft from the Right-of-Way to avoid haphazard parking arrangements that may be disruptive to alley access.~~ **A minimum Driveway length of 25 ft shall be provided between any Building or Structure and the Right-of-Way line of the Alley.**

Part 2: Chapter 2 Districts; Table 2.2.3-A Employment/Campus Use Districts Development Standards

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to create a separate subheading for Perimeter Buffers, as opposed to its current location under Building Placement.

Table 2.2.3-A EMPLOYMENT/CAMPUS USE DISTRICTS DEVELOPMENT STANDARDS				
	SP	IVMX	BRT	HI
Building Placement (N6)				
Thoroughfare Setbacks (ft)				
Freeway – NC540/US 1	100	100	100	100
Freeway – NC55	50	50	50	50
Thoroughfare	30	30	30	30
Building Setbacks – All Buildings/Structures (ft)				
Front Setback (minimum)	5	5	30	30
Front Setback (maximum)	n/a	20 (N7)		
Side – Corner Setback (minimum)	5	5	30	30
All other setbacks (Side and Rear)	5	5	5	5
~~Perimeter Buffer (ft) (N8)~~				
Perimeter Buffer (ft) (N8)				
Adjacent to Residential Use Districts	50	50	50	150
Adjacent to Commercial & Mixed-Use Districts	50	25	50	150
Adjacent to Employment/Campus Use Districts	50	0	0	100

Part 3: Chapter 2 Districts; Section 2.3.4, Setbacks for Infill Lots.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify the allowances for setback reductions for infill lots in the downtown area, as follows:

2.3.4 Setbacks for Infill Lots

A. Purpose and Applicability. The Town recognizes that certain older and historic neighborhoods may have developed prior to the Lot and Development Standards of the UDO and zoning in general. Lots within said neighborhoods may have been developed with smaller ~~Front~~ Setbacks, thus, establishing a unique character with regard to Building placement. The provisions of this subsection allow (but do not require) the Administrator to approve reduced Setbacks for infill Buildings/ additions that align with ~~the Building placement of existing Structures on the adjacent Lots/ properties~~ **neighborhood character and the Comprehensive Plan.**

B. ~~Administrative~~ Infill Setback Allowance.

1. In any block in any Residential Use District contained in this UDO in which an existing Front Setback is established by existing, legally established Buildings or Structures on more than 60% of the total number of Lots within the same block face fronting on the same Street, the Minimum Front Setback for any new Building, Structure**,** or addition ~~shall~~ **may** be the average of the established Front Setbacks if that dimension is less than the minimum Front Setback established by this UDO.

2. **Any Lot within the SR Use District located within the Downtown Village District Future Land Use category from the Comprehensive Plan that does not meet the minimum Lot Width or minimum Lot Area established by this UDO may use the modified Building placement standards outlined in Table 2.3.4-A.**

Table 2.3.4-A DOWNTOWN VILLAGE DISTRICT INFILL SETBACK ALLOWANCE FOR RESIDENTIAL USES (N1)	
	SR
Building Placement	
Thoroughfare Setbacks (ft)	
Thoroughfare	**25**
Primary Building Setbacks (ft)	
Front Setback (minimum)	**15**
Front Setback (maximum)	**n/a**
Side - Corner Setback (minimum)	**10**

Table 2.3.4-A DOWNTOWN VILLAGE DISTRICT INFILL SETBACK ALLOWANCE FOR RESIDENTIAL USES (N1)		
		SR
Building Placement		
Side - Interior Setback (minimum)		**5**
Rear Setback (minimum)		**20**
N1	**Reference Uses in Chapter 3. Applicable only to Permitted Uses (P).**	

Part 4: 3 Use Provisions; Section 3.3.9. A Additional Use Provisions; Infrastructure Uses – Additional Use Provisions; Infrastructure/Utilities (Major)

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify required landscape and fencing for Major Infrastructure/Utility uses to create consistent standards with the adopted Engineering Design and Construction Standards and Minor Infrastructure/Utility uses, as follows:

A. Infrastructure/Utilities (Major).

1. Major Essential Services Standards and Limitations. The following provisions apply to major essential services.

a. Fencing and Buffering. All treatment operations, power generation, and electrical substations shall occur behind a minimum 6 f~~ee~~t high fence. ~~The type of fence selected~~ **Fencing materials** shall be compatible with development in the surrounding area, as determined by the Administrator. A security wire (barbed, razor, etc.) may be located on the ~~inside~~ **top** of the fence ~~but shall not extend above the top of the fence~~ **and angled towards the inside of the fence**. Type C ~~landscaping~~ **screening** shall be installed around the perimeter of the fenced area, except for entry gates or doors.

Part 5: 3 Use Provisions; Section 3.3.9. B Additional Use Provisions; Infrastructure Uses – Additional Use Provisions Infrastructure/Utilities (Minor)

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify required landscape and fencing for Minor Infrastructure/Utility uses to create consistent standards with the adopted Engineering Design and Construction Standards and Major Infrastructure/Utility uses, as follows:

B. Infrastructure/Utilities (Minor).

1. ~~Wastewater Pump Station Landscaping.~~ **Fencing and Buffering. Fencing materials shall be compatible with development in the surrounding area, as determined by the Administrator. A security wire (barbed, razor, etc.) may be located on the top of the fence and angled towards the inside of the fence.** All above ground

Buildings, Structures**, operations, or equipment** ~~greater than 100 square feet in area~~ shall be landscaped to provide Type B screening ~~as determined by the Administrator~~ **or** in accordance with the Engineering Design & Construction Standards.

Part 6: Chapter 3 Use Provisions; 3.3.9 Additional Use Provisions; Infrastructure Uses – Additional Use Provisions; Parking Lot – Principal Use.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to relocate subsection related to parking lot screening to Chapter 5: Landscaping:

D. Parking Lot – Principal Use

1. Setbacks. A Parking Lot not otherwise associated with a primary ~~Structure~~ **Building** shall be subject to the primary ~~Structure~~ **Building** for the District but it shall not be less than 20 f~~ee~~t from all Front**, Side,** and Side**-Corner** ~~property~~ **Lot** lines.

2. DMX District. Parking Lots in the DMX District are subject to the following design standards

a. Parking Lots shall be designed so they can be adaptively reused for future Building pads, event spaces, and similar downtown-oriented Uses/activities.

b. Parking Lot surfaces shall be limited in size and segmented into smaller paved areas to reduce their visual impact on the downtown area. Individual Parking Lot surface areas shall be limited to 150 linear feet along Rights-of-Way.

c. **Vehicle** Parking Area screening **shall be provided as required by Section 5.3.2**.~~is required if located in front of the Maximum Setback. Screening must include a compact row of Dwarf Burford Holly (or equivalent) planted three feet on center (3' o.c.) and a minimum of 24 inches in height at the time of planting and include 1 stone column as specified in the Town's Engineering Design and Construction Standards for each 60 feet of Parking Area Frontage with a maximum spacing of 75 feet in lieu of the Parking Area screening specified in Section 5.3.2.B.~~

Part 7: 3 Use Provisions; Section 3.4.2.H. Accessory Uses, Buildings, Or Structures; Residential Use Districts and Residential Uses in All Other Districts; Fences and Walls.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to clarify defined terms, as follows:

4. Permitted Materials.

a. Front Yard, Side-Corner Yard, or Perimeter Street Frontage of a Subdivision: Wood or vinyl picket, brick wall, or Ornamental **Fence** only.

b. Side-Interior or Rear Yard: Wood, vinyl, Ornamental **Fence**, brick wall, or chain link.

5. Control of Access Fencing. All new or replacement of control of access fencing along the Right-of-Way shall be black Ornamental **Fence**.

Part 8: Chapter 3 Use Provisions; Section 3.4.2.K, Accessory Uses, Buildings, or Structures; Residential Use Districts and Residential Uses in Nonresidential Use Districts; Home Occupations.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify certain Home Occupation allowances related to number of customers and commercial vehicles:

K. Home Occupations.

1. Typical permitted Home Occupation activities include office Uses, personal services, education Uses, and retail Uses (online only) including the fabrication of goods and artisanal activities.

2. Home Occupations are limited to:

   ~~(i)~~ **a.** family members residing within the Dwelling Unit and who make the Dwelling Unit their primary place of residence;

   ~~(ii)~~ **b.** a maximum of 1 non-resident employee;

   c. a maximum of 1 customer/client at the residence at any time, unless otherwise specified; or, a maximum of 5 students at a time for any classes held in association with the Home Occupation (baking, craft, dance, etc.).

3. The Use of the Dwelling Unit for a Home Occupation shall be incidental and subordinate to the Use for residential purposes by the occupants. No more than 10% of the Gross Floor Area of the Dwelling Unit shall be used in the conduct of the Home Occupation.

4. There shall be no structural additions, enlargements or exterior alterations changing the residential appearance of the Dwelling Unit or the Lot or other visible indications of the conduct of the Home Occupation.
5. There shall be no internal or external alterations, construction features, or use of electrical or mechanical equipment which would change the fire rating of the Structure.

6. There shall be no traffic generated by a Home Occupation which is greater in volume than that which would be normally expected in the residential area.

7. There shall be no equipment or process used in the Home Occupation which creates noise, vibration, glare, smoke, fumes, odors, or electrical interference detectable to the normal senses at any point beyond the Lot Line in such a manner as to annoy, disturb, frighten or otherwise interfere with the use and quiet enjoyment of adjacent properties, or which creates water usage or the production of sewage other than domestic in nature.

8. There shall be no electrical or mechanical equipment utilized in the Home Occupation which will create any visual or audible interference with radio or television reception or which will cause fluctuations in line voltage off the premises.

9. The Home Occupation shall not involve the use of commercial vehicles for delivery of materials to or from the premises other than vehicles normally associated with residential home delivery.

10. There shall be no commercial vehicles and no more than 1 noncommercial vehicle associated with the Home Occupation.

Part 9: 3 Use Provisions; Section 3.4.3.C. Accessory Uses, Buildings, Or Structures; Commercial & Mixed-Use & Employment/Campus Use Districts and Non-Residential Uses In Residential Use Districts; Fences and Walls.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to clarify defined terms and provide consistency in text across sections, as follows:

3. Permitted Materials~~/Type~~.

a. Front and Side-Corner Yard: Ornamental Fence only.

b. Side or Rear Yard: Black vinyl coated chain link or black Ornamental Fence.

c. Exceptions: Fencing in Employment/ Campus Use Districts is exempt from the Permitted Materials~~/Type~~ requirements if the fencing is not visible from the Right-of-Way or any adjacent Residential Use District.

4. Control of Access fencing. All new or replacement of control of access fencing along the Right-of-Way shall be black Ornamental **Fence**.

Part 10: 3 Use Provisions; Section 3.4.3. Accessory Uses, Buildings, Or Structures; Commercial & Mixed-Use & Employment/Campus Use Districts and Non-Residential Uses in Residential Use Districts.

Add new subsection D to add text as indicated in **bold** to add Use Standards for Murals in Commercial & Mixed-Use & Employment/Campus Use Districts and Non-Residential Uses in Residential Use Districts, as follows:

D. Wall Murals.

1. Maximum Area.

a. Buildings.

i. Primary façade facing Front Lot Line: Subject to the maximum Wall Sign Surface Area allowances for the front façade in the Use District.

ii. All other façades: 600 sq ft.

b. Structures. 600 sq ft.

2. Maximum Number. 1 per Building or Structure.

3. Materials.

a. The materials used to produce the Wall Mural shall be appropriate for outdoor use (i.e., long lasting).

b. Paint products shall be safe for masonry use if paint is applied to Type-1 materials. Alternate mediums that can be removed readily from Type 1 Building materials may be utilized (i.e. canvas, tile, metal panels, or similar Building materials with an approved attachment method, or materials such as applied sheet graphics and appliqués). Other new materials can be utilized provided they are found to be non-detrimental to the surface on which applied.

c. If a Wall Mural is constructed off-site on moveable panels to be installed on a façade, the attachment must comply with the NC Building Codes, subject to required permits and inspections. Panels must not cover window or door openings or otherwise impede building egress or pedestrian traffic or block/cover any intake or exhaust openings (maintaining proper clearance), the attached devices must not compromise the structure integrity of the surface to which the panels are attached, and the panels must be securely attached to prevent failure due to high wind conditions, vandalism or age.

i. All installation hardware must be rust resistant

ii. Wooden panels must be sanded, sealed and waterproofed (with proper primer and topcoat) on the front, sides, and back.

4. Design. Wall Murals shall be integrated with the Building or Structure's façade to enhance the architecture or aesthetics of the Building or Structure.

a. Colors used should be harmonious with the exterior colors of the Building or Structure. Neon, fluorescent, or reflective colors or materials are not permitted.

b. Wall Murals shall not project from the wall surface. Electrical or mechanical components or a changing image art display are prohibited.

c. Wall Murals shall not interrupt major architectural elements or features of a Building or Structure.

d. Wall Murals located on the wall of a Historic Structure shall comply with any applicable requirement of a Certificate of Appropriateness.

5. Content. Wall Murals shall not:

a. Contain commercial messages, logos, trademarked materials, universally recognized symbols or advertise or promote any business, product, goods, activity, services or interests; or,

b. Imitate, copy, purport to be, or may be confused with any authorized official Sign, traffic Sign, traffic signal, or traffic control device; or

c. Contain statements, words or pictures of an obscene, pornographic, immoral character, or which contain advertising matter which is untruthful.

6. Installation and Maintenance.

a. All surfaces must be power washed prior to installation.

b. Anti-graffiti coating (non-sacrificial) is required.

c. UV ray resistant paint is required.

d. Wall Murals shall be maintained in good repair, free from peeling paint or damage due to age, weather, vandalism, or the like. If for any reason the Wall Mural is removed, altered, or destroyed, the property owner is responsible for restoring the surface of the Wall Mural to the original condition.

Note: The following sections will be relettered: Outdoor Display or Sales shall be relettered from D. to E.; Outdoor Seating from E. to F.; Outdoor Storage from F. to G.; Helipads from G. to H.; Mobile Classrooms from H. to I.; Parking of Commercial and Recreational Vehicles from I. to J.; and Trash/Recycling Containers from J. to K.

Part 11: Chapter 4 Open Space and Conservation; Consolidated Open Space & Conservation Requirements; Table 4.2-A – Minimum Open Space Requirements By Zoning District Table:

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to refine and enhance conservation subdivision application and requirements.

TABLE 4.2-A – MINIMUM OPEN SPACE REQUIREMENTS BY ~~ZONING~~ USE DISTRICT TABLE													
	RESIDENTIAL USE DISTRICTS					COMMERCIAL & MIXED-USE DISTRICTS				EMPLOYMENT/CAMPUS USE DISTRICTS			
	RR	SR	NR	NCR	MXR	NMX	DMX	RMX	CB	SP	IVMX	BRT	HI
ON-SITE PRIVATE OPEN SPACE													
Method 1: Standard Projects (N1, N2 & N3)													
Total Minimum Required (% of total	30%	30%	30%	15%	15%	12%	1%	15%	15%	10%	1%	3%	3%

TABLE 4.2-A – MINIMUM OPEN SPACE REQUIREMENTS BY ~~ZONING~~ USE DISTRICT TABLE													
	RESIDENTIAL USE DISTRICTS					COMMERCIAL & MIXED-USE DISTRICTS				EMPLOYMENT/CAMPUS USE DISTRICTS			
	RR	SR	NR	NCR	MXR	NMX	DMX	RMX	CB	SP	IVMX	BRT	HI
Project ~~site~~ Area)													
The *Total Minimum Required* Open Space may include a combination of 3 components: Tree Preservation, Active Recreation, and/or Urban Civic Space in ~~addition to~~ accordance with the minimums listed below, as applicable.													
Component 1. Tree Preservation Area (minimum) (N5)	25%	20%	20%	10%	10%	10%	0%	0%	10%	0%	0%	0%	0%
Component 2. Active Recreation Area (minimum) (N5)	0%	5%	5%	5%	5%	0%	0%	2%	2%	0%	0%	2%	2%
Component 3. Urban Civic Space (minimum)	n/a	n/a	n/a	n/a	n/a	200 sf/0.5 % (N4)	200 sf/0.5 % (N4)	200 sf/0.5 % (N4)	200 sf/0.5 % (N4)	200 sf/0. 5% (N4)	200 sf/0. 5% (N4)	n/a	n/a
Flexible Space	5%	5%	5%	0%	0%	1.5%	0.5%	12.5%	2.5%	9.5%	0.5%	1%	1%
Method 2: Conservation Subdivision (N6)													
Total Minimum Required (% of ~~total~~ net Project ~~site~~ Area)	50%	40%	40%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
The *Total Minimum Required* Open Space requires Tree Preservation Area in accordance with the minimum listed below. Flexible space may include Active Recreation Area, Urban Civic Space, or additional Tree Preservation Area.													
Component 1: Tree Preservation Area	**40%**	**30%**	**30%**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**

TABLE 4.2-A – MINIMUM OPEN SPACE REQUIREMENTS BY ~~ZONING~~ USE DISTRICT TABLE													
	RESIDENTIAL USE DISTRICTS					COMMERCIAL & MIXED-USE DISTRICTS				EMPLOYMENT/CAMPUS USE DISTRICTS			
	RR	SR	NR	NCR	MXR	NMX	DMX	RMX	CB	SP	IVMX	BRT	HI
Flexible Space	**10%**	**10%**	**10%**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
PUBLIC PARK LAND REQUIREMENT (RESIDENTIAL DWELLING UNITS) (~~N6~~**N7**)													
Public Park Land (required in addition to On-Site Private Open Space minimum)	Refer to Section 4.7 Public Park Land												
CONSERVATION **BUFFER** AREA REQUIREMENT (WHERE PRESENT)													
Minimum Conservation **Buffer** Area	Conservation Buffer Areas ~~and their associated buffers~~ shall be provided where natural features (such as riparian corridors and designated greenways) exist on the subject ~~site~~ **Lot** pursuant to subsection 4.8 of this Chapter. Required Conservation **Buffer** Areas may be used to meet portions of On-Site Private Open Space requirements.												

Notes:
N1. Non-residential Uses located in a Residential Use District shall follow the requirements listed for the NMX District.
N2. On-site Private Open Space is required for all Major Subdivisions - Residential where the resulting Plat/Subdivision action results in 5 or more Lots and Development Plans that include Attached or Apartment Dwellings.
N3. The total minimum required On-site Private Open Space is inclusive of other requirements including tree preservation **areas,**/Conservation **Buffer** Areas, floodplains, Perimeter Buffers, landscaping etc.
N4. Where 2 standards are listed in the table for a specific ~~zone~~ **Use District** and Open Space type, the greater standard shall apply. Infrastructure Uses shall not be required to provide Urban Civic Space.
N5. For Projects that could be considered in multiple Open Space categories, the most stringent requirements shall apply. Infrastructure Uses shall not be required to provide Active Recreation Area.
N6. **Refer to UDO Section 8.5, Subdivision Lot Design Standards for Conservation Subdivision requirements. Total Minimum Required based on net Project Area after removing constrained land areas (slopes more than 35 percent of at least 5,000 sf contiguous area; the 100-year floodplain; bodies of open water; and wetlands).**
N7: Applicant may pay the Town a payment in lieu of providing Public Park Space pursuant to the limits ~~of~~ outlined in this table and the standards outlined in Section 4.7.2.

Part 12: Chapter 4 Open Space and Conservation; Section 4.3.2 Consideration of Utility Areas

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to remove SCM as permitted open space when located in a Conservation Neighborhood, as follows:

4.3.2 Consideration of Utility Areas. Utility areas may be considered eligible for contribution to the required On-Site Private Open Space only after all other priority areas have been considered as outlined in subsection 4.2.2 except as noted below:

A. Above-ground utility easements and Rights-of-Way are ineligible regardless of whether the above ground facilities are in place.

B. Utility easements and rights-of way for belowground utilities may be utilized only for those areas where the easement-holder or owner permits public access and/or usage (e.g., trail crossing, recreational field)

C. Up to 50% of a Stormwater Control Measures (SCMs) may be eligible subject to the following conditions:

1. It is designed for dry weather usage (e.g., dry detention areas) as fields or other active recreation activities; or,

2. The SCM includes 1 or more of the following recreation-related design elements:

a. A trail for walking or jogging along the SCM a minimum of 50% of the perimeter length of the SCM; or,

b. 1 bench for every 50 linear feet of perimeter length of the SCM; or,

c. A decorative water feature, such as aeration or fountain fixture; or,

d. A fishing dock/pier; or,

e. A minimum of 2 educational signs explaining the function and benefits of the SCM. The minimum Sign Surface Area shall be 6 square feet and maximum height shall be 4 feet~~.~~**; and,**

3. The project is not located within the Conservation Neighborhood Future Land Use category from the Comprehensive Plan.

Part 13: Chapter 5 Landscaping; Section 5.3.1 Perimeter Buffer; Table 5.3.1-A Perimeter Buffer Types and Standards.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to clarify required evergreen percentages, correct terminology, and reorganize Perimeter Buffer Types and Standards table, as follows:

Table 5.3.1-A – Perimeter Buffer Types and Standards **(N1)**			
Type	A: Open	B: Semi	C: Opaque
Opacity	0**%**	40%	80%
~~**Deciduous**~~ **Overstory** Tree/ft~~*~~**(N2)**	2/100~~'~~	3/100~~'~~	5/100~~'~~
~~**Percent Evergreen**~~	~~0~~	~~40%~~	~~80%~~
Shrubs/ft (N2)	**5/100**	**10/100**	**20/100**
Percent Evergreen (N3)	**0%**	**40%**	**80%**
~~**Shrubs/ft***~~	~~5/100'~~	~~10/100'~~	~~20/100'~~
Height ~~of Buffer~~ **(ft)**	0~~'~~	4~~'~~	8~~'~~
Width ~~of Buffer~~ **(ft)**	5~~'~~	10~~'~~	20~~'~~
N1: Standards are the minimum required unless otherwise modified by this UDO or a Conditional Zoning District (CD). **N2:** ~~*Deciduous~~ **Overstory** trees and shrubs shall be provided for each 100-foot segment of the ~~site~~ **Project** perimeter, or proportionally for a fraction of 100 f~~ee~~t. **N3: Overstory trees and shrubs shall meet the minimum percent evergreen.**			

Part 14: Chapter 5 Landscaping; Section 5.3.1 Perimeter Buffer; Table 5.3.1-B Required Perimeter Buffer.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to clarify required Perimeter Buffers in Employment/Campus Use Districts, modify Thoroughfare Buffers in Residential Use Districts, and add standards for Perimeter Buffers adjacent to Streets, as follows:

Table 5.3.1-B Required Perimeter Buffer

		Subject ~~Property~~ **Lot** Use District (N1)												
		RR	SR	NR	NCR	MXR	NMX	DMX	RMX	CB	SP **(N4)**	IVMX **(N4)**	BRT **(N4)**	HI **(N4)**
Abutting ~~Property~~ **Lot** Use District	RR	A	A	A	B	B	B	(N2)	C	C	C	C	C	C
	SR	A	A	A	B	B	B	(N2)	C	C	C	C	C	C
	NR	A	A	A	B	B	B	(N2)	C	C	C	C	C	C
	NCR	A	A	A	A	A	B	(N2)	B	B	C	C	C	C
	MXR	A	A	A	A	A	B	(N2)	B	B	C	C	C	C
	NMX	A	A	A	A	A	A	(N2)	B	B	C	C	C	C
	DMX	A	A	A	A	A	A	(N2)	B	B	C	C	C	C
	RMX	A	A	A	B	B	A	(N2)	A	A	B	B	B	B
	CB	A	A	A	B	B	A	(N2)	A	A	B	B	B	B
	SP	A	A	A	B	B	A	(N2)	A	A	A	A	A	A
	IVMX	A	A	A	B	B	A	(N2)	A	A	A	A	A	A
	BRT	A	A	A	B	B	A	(N2)	A	A	A	A	A	A
	HI	A	A	A	B	B	A	(N2)	A	A	A	A	A	A
	PUD	**Determined by Administrator**						(N2)	**Determined by Administrator**					
Abutting Street	NC540	See Chapter 4 – Conservation Buffer Area (N3)						(N2)	See Chapter 4 – Conservation Buffer Area (N3)					
	NC55							(N2)						
	Th-fare **(N5)**	~~A~~ **C (N6)**	~~A~~ **C (N6)**	~~A~~ **C (N6)**	~~A~~ **C (N6)**	A	A	(N2)	B	B	B	B	B	B
	All Other Streets	**Shall follow abutting Lot Use District standards based on Use District of the Lot on the opposite side of the Street**						(N2)	**Shall follow abutting Lot Use District standards based on Use District of the Lot on the opposite side of the Street**					
	~~PUD~~	~~Determined by Administrator~~						~~(N2)~~	~~Determined by Administrator~~					

N1: Unless otherwise specified in Chapter 3, non-residential uses located in a Residential Use District shall follow the requirements for the NMX district.
N2: Large ~~Deciduous~~ **overstory** trees planted 40ft on center.
N3: Conservation Buffer Area needs to meet the opacity requirements for a Type B Perimeter Buffer and supplement if sufficient vegetation does not exist in the Conservation Buffer Area
N4: Minimum width for Perimeter Buffer may vary. See Table 2.2.3-A Employment/Campus Use Districts Development Standards, Perimeter Buffer. Where existing vegetation exists, the

Table 5.3.1-B Required Perimeter Buffer
Perimeter Buffer shall be left undisturbed and supplemented to meet the minimum Perimeter Buffer opacity. **N5: Minimum width for Thoroughfare Perimeter Buffer shall be a minimum of 10 ft for Type A; 15 ft for Type B, and 25 ft for Type C. Refer to Section 5.3.5 for Thoroughfare Street tree requirements.** **N6: For Projects with Dwellings Units accessed from a rear alley with principal entrances facing Thoroughfare Streets, a Type A Perimeter Buffer shall be required.**

Part 15: Chapter 5 Landscaping; 5.3.2 Vehicle Area Screening

Add new subsection C to add text as indicated in **bold** to add additional screening standards for all parking lots within the Downtown Mixed-Use district, as follows:

5.3.2 Vehicle Parking Area Screening

A. Applicability. This section shall apply to all new surface, Vehicle Parking Areas (with the exception of Detached Dwelling Unit Driveways) and expanded surface Vehicle Parking Areas shall be subject to the regulations of this Chapter. Vehicle Parking Areas shall include areas used for the parking or display or automobiles, vehicles, boats, truck or farm equipment associated with a dealership or leasing business. Vehicle Parking Areas shall not include areas used for Off-Street Loading Areas, semi-truck maneuvering areas and semi-truck Parking Areas.

B. Requirement. If a Vehicle Parking Area is located in a Front Yard; in a Side Yard adjacent to a Residential Use District; or in a Rear Yard adjacent to a Residential Use District, the edge of the Parking Area facing such Street or Residential Use District shall be screened by one of the following:

1. Shrubs: A compact row of shrubs/Hedge Plants planted 3 feet on-center and a minimum of 24 inches in height at the time of planting;

2. Shrubs and fence, wall, or berm: Shrubs/Hedge Plants in combination with an ornamental, masonry wall, or earthen berm, provided that the total amount of plant material is at least 50% of what would be required under this Chapter if no wall, fence or berm were installed; or,

3. Grade Separation: The surface elevation of the Parking Area is at least 3 feet below the elevation of the Lot Line located along such Yard, and where the minimum elevation separation is represented by an average slope of not less than 25% percent from the Lot Line to the edge of the Parking Area.

C. DMX District. In lieu of the Vehicle Parking Area screening specified in Section 5.3.2.B.W, when a Vehicle Parking Area faces a Street, Vehicle Parking Area Screening shall include:

i. a compact row of Dwarf Burford Holly (or equivalent) planted 3 ft on center, a minimum of 24 in in height at the time of planting; and,

ii. for each 60 ft of Vehicle Parking Area Frontage, 1 stone column, as specified in the Town's Engineering Design and Construction Standards, with a maximum spacing of 75 ft between stone columns.

Part 16: Chapter 5 Landscaping; Section 5.3.5 Street Trees

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to clarify Street Tree planting sizes and correct table reference:

5.3.5 Street Trees

In addition to Perimeter Buffers, Street trees shall be planted along all Streets in accordance with this section.

A. Type, Size, and Spacing.

1. Collector, Local and Cul-de-Sac Streets.

a. Projects Utilizing Less Than a 20 Foot Setback:

i. Shall install deciduous trees of a species appropriate to the setting and as specified by the approved Street tree list of this Chapter;

ii. Spacing shall be a minimum of 30 feet from center of trunk to 45 feet from center of trunk.

b. Projects Utilizing a 20 Foot or Greater Setback:

i. Spacing shall be a minimum of 50 feet from center of trunk to 65 feet from center of trunk.

c. Minimum size at planting shall be 2.5 inch caliper.

2. Thoroughfares.

a. Shall be required to install deciduous trees as specified by the approved Street tree list of this Chapter, or as further specified in the Comprehensive Plan Thoroughfare Planting Plan. Where existing overhead utilities interfere with part of the landscape area, the large deciduous tree requirement may be substituted by installing small deciduous trees.

b. Minimum size at planting shall be 2.5 inch caliper ~~as specified in Table 5.7.1-A~~.

c. Spacing of trees shall be a minimum of 40 feet from center of trunk; maximum 60 feet from center of trunk.

Part 17: Chapter 5 Landscaping; Section 5.3 Standards by Location Table 5.3.5-A - Approved Street Tree Species

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify the approved street tree list, primarily focused on removing tree species that are susceptible to infestations, diseases, and are not pollution tolerant, as follows:

E. Approved Street Tree List

Table 5.3.5-A-A – Approved Street Tree Species (N1)	
Scientific Name	Common Name
Acer Buergeranum	Trident Maple
~~Acer Campestre~~	~~Hedge Maple~~
Acer Griseum	Paperbark Maple
Acer Palmatum	Japanese Maple
Acer Succharinum	Sugar Maple
Acer Truncatum	Purplebow Maple
Acer X Freemanii	Freeman Maple
~~Aesculus X Carnea "Briotii"~~	~~Ruby Red Horse Chestnut~~
Amelanchier arborea	**Common Serviceberry**
Carpinus Betulus	European Hornbeam
Carpinus Caroliniana	American Hornbeam
~~Carpinus Caroliniana~~	~~American Hornbeam~~
~~Carya Cordiformis~~	~~Bitternut Hickory~~
Carya Glabra	Pignut Hickory
Carya Ovata	Shagbark Hickory
Castanea Mollissima	Chinese Chestnut
Celtis Laevigata	Sugar Hackberry
Celtis Occidentalis	Common Hackberry
Cercis Canadensis	Eastern Redbud
Cercis Chinensis	Chinese Redbud
Chanaecyparis Obtusa "Filicoides"	Hinoki ~~Flasecypress~~ **Falsecypress**
Chionanthus Retusus	Chinese Fringetree
Chionanthus Virginicus	Fringetree
Cornus Florida	Flowering Dogwood
Cornus Kousa	Kousa Dogwood
Cornus Kousa X Florida	Rutger's Hybrid Dogwood
Corylus Americana	American Hazelnut
Cotinus Coggygria	Smoketree **or Smokebush Tree**
~~Crataegus Phaenopyrum~~	~~Washington Hawthorne~~
Crataegus Viridis 'Winter King'	Green Hawthorne
Diospyros Virginiana	Persimmon
Fagus Grandifolia	Beech
~~Fraxinus Americana~~	~~White Ash~~
~~Fraxinus Pennsylvanica~~	~~Green Ash~~
Ginkgo Biloba	Ginkgo
Gleditsia Tricanthos Inermis "Shademaster"	Shademaster Honeylocust
Gymnocladus Dioicus	Kentucky Coffeetree
Halesia Carolina	Carolina Silverbell
Lagerstroemia Indica	Crape-Myrtle

Table 5.3.5-A-A – Approved Street Tree Species (N1)	
Liriodendron Tulipifera	Tulip-Poplar
Magnolia Acuminata	Cucumber Magnolia
Magnolia Grandiflora	Southern Magnolia
Magnolia Liliflora	Lily Magnolia
~~Magnolia Soulangiana~~	~~Saucer Magnolia~~
Magnolia Stellata	Star Magnolia
Magnolia Tripetala	Umbrella Tree
Magnolia X Loebneri “Merrill”	Merrill Magnolia
Metasequoia Glyptostroboides	Dawn Redwood
Nyssa Sylvatica	Black Gum
Ostrya Virginiana	Hophornbeam
~~Oxydendrum Arboreum~~	~~Sourwood~~
Pinus Thunbergiana	Japanese Black Pine
Pistacia Chinensis	Chinese Pistache
~~Prunus Cerasifera “Pissardii”~~	~~Purpleleaf Plum~~
Prunus Serrulata Kwanzan	Kwanzan Cherry
Prunus Subhirtella Pendula	Weeping Cherry
~~Prunus X “Okame”~~	~~Okame Cherry~~
~~Prunus Yedoensis~~	~~Yoshino Cherry~~
Quercus Alba	White Oak
Quercus Coccinea	Scarlet Oak
Quercus Falcata	Southern Red Oak
Quercus Laurifolia	Laurel Oak
~~Quercus Laurifolia~~	~~Laurel Oak~~
Quercus Lyrata	Overcup Oak
Quercus Nuttalli	Nuttall Oak
Quercus Palustris	Pin Oak
Quercus Phellos	Willow Oak
Quercus Robur “Fastigiata”	~~Fastigiante~~ English Oak
Quercus Rubra	Northern Red Oak
Quercus Rubra Maxima	Eastern Red Oak
Quercus Virginiana	Live Oak
Querus Shumardii	Shumard Oak
Querus Stellate	Post Oak
Querus Velutina	Black Oak
Taxodium Distichum	Bald Cypress
Tilia Cordata	Little Leaf Linden
Tsuga Canadensis	Canadian Hemlock
Tsuga Caroliniana	Carolina Hemlock
Ulmus Americana “Princeton”	**“Princeton” American Elm**
~~Ulmus Parvifolia~~	~~Lacebark Elm~~
~~Ulmus Parvifolia~~	~~Chinese Elm~~
Zelkova Serrata	Japanese Zelkova
N1: Street trees shall be single stem and tree form.	

Part 18: Chapter 5 Landscaping; Section 5.5.2 Fence and Walls Within Perimeter Buffers

Modify text as indicated in **bold** to clarify fence and landscaping locations within Perimeter Buffers:

5.5.2 Fence and Walls Within Perimeter Buffers

A. When a Fence or wall is used in conjunction with required Perimeter Buffer landscaping, the Fence or wall must be installed at a minimum of 10 f~~ee~~t from the Right-of-Way, **with trees and shrubs distributed on either side of the Fence or wall**.

B. When an opaque fence or wall which is a minimum of 6 f~~ee~~t in height is used within the Perimeter Buffer, the required landscaping for that portion of the perimeter may be reduced by up to 25% of the required landscaping.

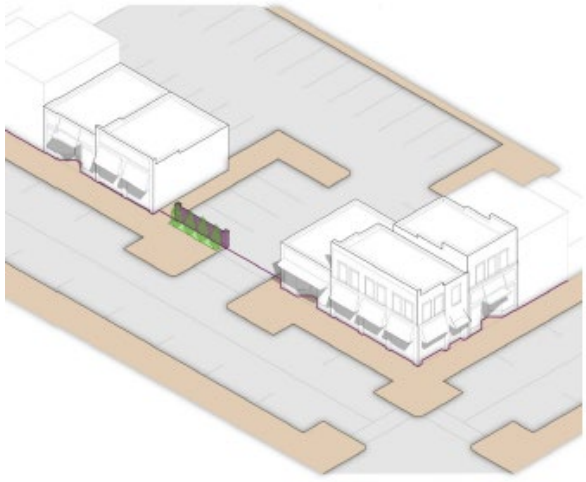
Part 19: Chapter 8 Building, Site & Subdivision Lot Design Standards; Section 8.2.E, Building Design Standards, Building Placement and Orientation.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to enhance the placement of buildings along the street and create an alternative with placement along primary access driveways, as follows:

E. Building Placement and Orientation.

1. The placement of Buildings should reinforce the Street wall, maximize natural surveillance and visibility, and facilitate pedestrian access and circulation.

Figure 8.2-A - Buildings Sited to Create a Street Wall



2. **At least 1** Building façade~~s~~ ~~should~~ **shall** be parallel to the **Front** Lot Line**, a Public or Private Street, and/or a primary Interior Access Driveway designed to appear as an extension of the Public Street network,** unless an alternative is approved ~~during~~

~~development review~~ **by the decision-making body. When parallel to a Private Street or primary Interior Access Driveway, the design shall:**

a. have a minimum cross-section and streetscape elements matching an urban type Local or Collector Street as designated in the Comprehensive Plan and Engineering Design and Construction Standards; and,

b. include parallel parking spaces, unless the Administrator determines parallel parking is not feasible or practical.

3. The area between the Building and the Front Lot Line, **Public or Private Street, and/or primary Interior Access Driveway** shall **be as close as possible to the Grade of the Public or Private Street, and/or primary Interior Access Driveway and** include amenities such as landscaping, tables, and seating.

4. When a Commercial/Mixed-Use Building is located less than 50 feet from a **Public or** ~~Street,~~ **Private Street and/or primary Interior Access Driveway,** the Building shall be oriented so that at least 1 principal entrance faces the Public **or** ~~Street,~~ **Private Street and/or primary Interior Access Driveway,** rather than the interior of the site. In the case of a Corner Lot, the principal entrance shall face the Front Lot Line **unless an alternative is approved by the decision-making body**.

5. Principal entrances to Buildings should be located to provide easy access to public transit stops where applicable.

6. Buildings shall not significantly overshadow private Open Spaces or the common/public area windows of adjacent Buildings to prevent the significant loss of amenity to adjacent Buildings and private Open Spaces.

7. Forecourts may be used to provide entry yards or for outdoor dining, display merchandise, and/or entries to individual tenants or units.

Part 20: Chapter 8 Building, Site & Subdivision Lot Design Standards; Section 8.2.F.2., Building Design Standards, Façade Standards; Primary Façade Standards.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to clarify painted materials are permitted in association with permitted works of art, such as murals, as follows:

2. Primary Façade Standards. Any Building façade in which any portion of a Lot or Integrated Center is determined to be visible from a Public/Private Street Frontage, interior Access Drive, or a Side or Rear Lot Line abutting a Residential Use District, and all Building façades in the DMX District, shall be designed pursuant to the following standards:

a. Building Materials.

i. Building Material Types and Colors.

(a) Building Material Types. All Building Materials should be durable. Building Material types are defined as follows:

(i) Type 1 Materials: brick; stone (e.g., natural/cultured, limestone, marble, or granite); split-face block (integral color); architectural or precast concrete, if the surface is designed to simulate brick or stone; a combination thereof; or similar material determined by the Administrator.

(ii) Type 2 Materials: wood siding; fiber cement siding; stucco; tile; EIFS; or similar material determined by the Administrator.

(iii) Type 3 Materials: high quality, smooth finish metal panel or similar material determined by the Administrator.

(iv) Type 4 Materials: vinyl siding; smooth-faced gray concrete block; painted or stained brick, stone or concrete (including concrete block) **except for Wall Murals**; metal siding except as specified as Type 3 material; plastic; or similar material determined by the Administrator.

Part 21: Part 19: Chapter 8 Building, Site & Subdivision Lot Design Standards; Section 8.5.3, Subdivision Lot Design Standards, Subdivision Types; Conservation Subdivision Option.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify development requirements for conservation subdivisions, as follows:

B. Major Residential Subdivision. A Major Subdivision - Residential is a Subdivision that contains 5 or more Lots or involves new Public Streets, extensions of Public Streets or the extension of public utilities in a Residential Use District.

1. Conservation Subdivision Option.

a. Applicability and Intent

i. Applicable Districts. RR, SR and NR.

ii. Intent. To preserve Open Space contributing to the character of an area and eliminate suburban sprawl while permitting some development to occur, a Conservation Subdivision is permitted to permit very low density development. This development technique clusters house sites to preserve natural features and environmentally sensitive areas.

b. Development Requirements

i. **Maximum Number of Lots. A Lot yield plan shall be prepared to determine the maximum number of Lots reasonably achievable by a standard Subdivision using the Development Standards and Subdivision Lot design standards of the Base District.**

(a) The Lot yield plan shall show how the Lot could be subdivided to yield the maximum number of buildable Lots.

(b) The Lot yield plan does not have to meet the submittal requirements for a Major Subdivision but must be realistic and economically capable of being constructed. Potential Lots and Streets shall not be designed in a manner that would not ordinarily be permitted by a standard Subdivision plan.

(c) The Lot yield plan is not intended to permit the actual development of the Lot and is only prepared to determine the maximum number of Lots for the conservation subdivision.

ii. Lot Access. Every Lot shall be accessed via a Public Street or shared private Driveway. If by a shared private Driveway, the minimum standards are as follows: minimum pavement width: 12 ft; minimum easement width: 20 ft.

iii. Conservation Area Requirement. Constrained land areas (slopes more than 35 percent of at least 5,000 sf contiguous area; the 100-year floodplain; bodies of open water; and wetlands) and the minimum required Private On-Site Open Space shall be identified as a Conservation Area and placed in a Conservation Area easement where no development activity, with the exception of Active Recreation Areas and passive recreation elements, may occur. Routine maintenance and other measures to ensure public safety are permitted within the Conservation Area.

Part 22: Chapter 9 Signs; Table 9.2., Signs; Applicability; Exempt Signs.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to remove murals from the sign chapter since murals will be regulated by Chapter 3 as an accessory use, as follows:

B. Exempt Signs.

1. Any Sign required by any local, state or federal governmental agency.

~~2. Works of Art - murals subject to the following:~~

~~a. Murals are considered a form of public art and do not require a Sign Permit.~~

~~b. Murals are permitted on Building walls in the DMX and IVMX districts only.~~

~~c. Murals must not contain any logos, slogans, trademarks or advertising messages of any kind.~~

~~d. Mural shall not cover up or interrupt major architectural elements of a Building.~~

~~e. Maximum mural size is 32 sf surface area.~~

2. ~~3.~~ Cornerstones with dedication dates and Building name if less than 4 sf.

3. ~~4.~~ 1 governmental flag as defined by GS §144-7 up to 40 sf in size and 1 flag pole up to 35 ft in height per Lot.

4. ~~5.~~ Gateway Signs or Focal Points if required by Chapter 8 of this UDO.

5. ~~6.~~ Fence Wraps as defined by GS §160D-908.

Part 23: Chapter 9 Signs; Table 9.5.2-C, Sign Regulations in All Use District, Sign Regulations: Sign Regulations for Temporary Signs.

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to modify and simplify temporary sign regulations:

TABLE 9.5.2-C - SIGN REGULATIONS: SIGN REGULATIONS FOR TEMPORARY SIGNS

Use District	Use	Sign Type	Sign Regulations			
			Maximum Number	Maximum Sign Surface Area (sf)	Maximum Height (ft)	Time
Residential	**Residential Use** **~~(All)~~**	Freestanding (Single-Faced)	1 (N1)	6	4	(N2)(N3)(N4)
		Freestanding (Double-Faced)	1 (N1)	6	4	(N2)(N3)(N4)
		Wall	~~(N5)~~ **1 (N1)**	~~(N5)~~ **6**	~~(N5)~~ **n/a**	(N2)**(N4)**
		Window	No limit	25% of window area (N6)	n/a	(N3)
	Non - Residential Use	**Freestanding (Single-Faced)**	**1 (N1)**	**24**	**6**	**(N2)(N3)(N4)(N6)**
		Freestanding (Double-Faced)	**1 (N1)**	**32**	**6**	**(N2)(N3)(N4)(N6)**
		Wall	**1 (N1)**	**32**	**n/a**	**(N2)(N4)**
		Window	**No limit**	**25% of window area (N6)**	**n/a**	**(N3)**
Non-Residential	All	Freestanding (Single-Faced)	1 ~~(N7)~~ **(N1)**	24	6	(N2)(N3)(N4)~~(N8)~~**(N6)**
		Freestanding (Double-Faced)	1 ~~(N7)~~ **(N1)**	40	6	(N2)(N3)(N4)~~(N8)~~**(N6)**
		Wall	~~(N5)~~ **1 (N1)**	~~(N5)~~ **32**	~~(N5)~~ **n/a**	(N2)**(N4)**
		Window	No limit	25% of window area (N6)	n/a	(N3)

TABLE 9.5.2 - C - NOTES	
N1	~~1 Freestanding Sign shall be permitted for each: Street Frontage of a Lot; entrance of a Subdivision under construction; each Lot Line abutting a platted common area; and, each Lot Line abutting a recreational area developed as part of the same Subdivision.~~ **Residential Uses: 1 Temporary Sign shall be permitted for each Street Frontage, or, 1 Temporary Sign for construction or marketing of a Subdivision or Project shall be permitted for each Lot entrance.** **Single Use Site: 1 Temporary Sign shall be permitted for each Street Frontage, or, 1 Temporary Sign for construction or marketing of a Subdivision or Project shall be permitted for each Street Frontage.** **Integrated Center: 1 Temporary Wall Sign shall be permitted for each tenant space, and, 1 Temporary Sign shall be permitted for the Integrated Center; or, 1 Temporary Sign for construction or marketing of a Subdivision or Project shall be permitted for each Street Frontage.** **Other Uses: 1 Temporary Sign shall be permitted for each Street Frontage, or, 1 Temporary Sign for construction or marketing of a Subdivision or Project shall be permitted for each Lot entrance.**
N2	Time: Unless otherwise permitted by this Chapter, Signs shall be permitted a maximum 4x per calendar year; 21 days per occurrence; 30 days between occurrences. **Temporary Signs placed on a Lot within the first 60 days after receiving a Certificate of Occupancy shall be permitted for 30 days.**
N3	Location: Signs located outside of businesses, Temporary Real Estate Offices, and open houses shall only be displayed during business and/or open house hours or when the property is for sale; shall be within 10 ft of the main customer entrance and shall not be located in any Public Right-of-Way; and shall not be illuminated.
N4	Time: For Signs erected during construction: must be placed ~~less than~~ **no earlier than** 30 days prior to the issuance of Civil Construction Drawing approval and removed ~~less than~~ **no later than** 15 days after the issuance of a Certificate of Occupancy.
~~**N5**~~	~~Area: There shall be no limit to the number of Wall Signs per façade, provided that: (i) the total Sign Surface Area of all Wall Signs located on each Building façade shall not exceed the maximum Sign Surface Area for the Building façade upon which such Signs are located; (ii) all Signs or message elements shall be considered parts of the same Sign and shall be measured as set forth in Section 9.4 – Calculation of Sign Measurements.~~
~~**N6**~~ **N5**	Area: For multi-pane windows, the surface area of the window equals the combined surface area of the individual panes, or in the case of a glass curtain wall, the combined surface area of the individual glass panels.
~~**N7**~~	~~Number: If the Front Sign Zone has between 300 and 1000 ft of length and has more than 1 Driveway or entrance Street, 1 additional double-faced or 2 additional single-faced Signs are allowed per Front Sign Zone. If the Front Sign Zone has more than 1000 ft of length and has more than 2 Driveways or entrance Streets, 2 additional double-faced or 4 additional single-faced Signs are allowed per Front Sign Zone.~~

TABLE 9.5.2 - C - NOTES	
~~N8~~ N6	Time: Temporary Signs located on properties for sale or lease may remain for up to ~~180 days~~ **1 year** once permitted.

Part 24: Chapter 11 Administration & Decision-Making Bodies; 11.5.F.2. Public Notification, Neighborhood Meeting Standards; Required Meeting Notification Type:

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to clarify the neighborhood meeting notice requirements for timing of meeting an and ensure notice to all addresses associated with the parcel, as follows:

F. Neighborhood Meeting Standards.

1. Neighborhood Meeting Timeline/Sequencing. When required pursuant to Tables 11.4-A and 11.5-A, the applicant shall host a neighborhood meeting prior to submitting the associated UDO Application/Permit. The neighborhood meeting shall take place no more than 12 weeks prior to the application date.

2. Required Meeting Notification ~~Type~~.

a. The applicant shall notify interested parties of the neighborhood meeting through written mailing notices pursuant to Table 11.5-A.

b. The notice shall be sent by first class mail and be postmarked not less than 10 days, but not more than 25 days, prior to the date of the neighborhood meeting.

c. Prior to mailing the written notices, the applicant shall notify the Administrator of the scheduled meeting date and time and receive authorization from the Administrator to hold the meeting and mail the notices.

d. Mailing notices shall ~~include~~ **be sent to all physical addresses and** ~~surrounding~~ property owners**,** ~~and~~ **including** property owners' associations (or equivalent) **and tenants, within the required mailing notice area**. ~~Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to the address of the property itself.~~

~~Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.~~

e. The neighborhood meeting notifications shall include the following minimum information pertaining to the application/permit:

i ~~a.~~ Project and applicant names;

ii ~~b.~~ Location of proposed action (i.e., address or major cross Streets);

iii ~~c.~~ Description of the UDO Application/Permit;

iv ~~d.~~ Time, date, and location of the neighborhood meeting. For virtual meetings, the notice shall include a weblink and Access numbers (as applicable);

v ~~e.~~ The telephone number and email address to contact the applicant hosting the neighborhood meeting.

Part 25: Chapter 13 Definitions:

Modify text as indicated in **bold** and remove text as indicated in ~~strikethrough~~ to definitions, as follows:

Mural, Wall. A work of art painted, drawn, applied to, or printed on an exterior wall of a Building or Structure. Any portion of a Wall Mural that advertises or promotes any business, product, goods, activity, services or interests, shall be considered a Sign.

Sign. Any Structure, fixture, placard, announcement, declaration, device, demonstration or insignia used to: draw attention; provide direction, information, identification; or advertise or promote any business, product, goods, activity, services or interests. **This term does not include Wall Mural.**

Part 24: **REPEAL OF CONFLICTING ORDINANCES**

All ordinances or parts of the UDO of the Town of Holly Springs conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Part 25: **SEVERABILITY**

If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 26: **INCLUSION IN CODE**

It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word “Ordinance” may be changed to “Section, or “Article” or other word.

Part 27: **EFFECTIVE DATE**

The provisions of this ordinance shall become effective November 18, 2025 in accordance with the laws of the State of North Carolina.

Adopted this, the ____ day of _____ 2025.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 20.

Public Hearings
Title: Economic Development Agreement with Ypsomed Manufacturing USA
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 Ypsomed Manufacturing USA
- Approve/Deny/Defer EDA with Ypsomed Manufacturing USA

Explanation:

- On October 9, 2025 Ypsomed announced, via a press release, their decision to locate their industrial operations in Holly Springs.
- Ypsomed has an anticipated company investment of $195,400,000 and 62 new jobs.
- The company will occupy an approximately 110,000 square foot manufacturing facility located within the YIELD Holly Springs business park. Ypsomed is also purchasing additional acreage adjacent to the existing facility for future investment.
- This win is part of the Town's economic development diversification efforts to attract various types of industries to Holly Springs that broaden job opportunities within the Town, as well as attract companies with low utility infrastructure needs.
- Key terms of the EDA include:
    - Requiring the company to have domestic-level waste coming to the Town's Utley Creek Water Reclamation Facility
    - Company investment is projected at $195,400,000
    - Employment of an expected 62 full-time employees with an average wage of at least $89,813.
    - Company will receive a Business Investment Grant equal to 50% of the town taxes paid each year on the amount of increased tax value brought by the Company to the site for a period of 8 consecutive years, with a maximum amount of $2,684,796.
    - Customized Review Schedule: The Town agrees, to the greatest extent possible under applicable law, 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 the Site, the construction of the Facility, or the Project.
    - Industrial Water Rate: The Town shall allow the Company to utilize the Town’s Industrial Water rate for so long as the Company maintains production of its targeted products at the Site.
- This agenda item requests Town Council approval of an Economic Development

Agreement (EDA) between the Town of Holly Springs and Ypsomed, which formally establishes the obligations of each party.
- In consideration of an EDA, the Town recognizes that a project will bring direct and indirect benefits to the Town, including but not limited to, job creation, an increase in *ad valorem* tax base, economic diversification, and positive economic impact on small businesses and the local economy. As such, the Town offers economic development incentives to induce a company to locate its project at a site within the Town's corporate limits.

Background:

- Economic Development staff presented the proposed incentive terms for the project to Town Council in closed session on August 19, 2025.
- Ypsomed, a medical device and medical technology company, is a leading developer and manufacturer of injection and infusion systems for self-medication.
- Ypsomed is a preferred partner and supplier of pharmaceutical and biotech companies for pens, auto injectors and pump systems for administering liquid medications.
- The YIELD Holly Springs, where the project will locate, is a 120 acre campus built by Crescent Communities on the west side of the Holly Springs Business Park.
- The company plans to occupy one of two buildings that were built speculatively to attract companies within the Town's target industries and offer speed to market.
- Wake County is also providing economic incentives to the company, which include a Business Investment Grant up to 50% of the new taxable value of the investment paid over a period of 8 years for an estimated value of $4,041,654. In addition, Wake County will consider up to 5% of the new tax revenue generated by the investment paid over a period of up to 5 years if the optional Upward Mobility Bonus conditions are met.

Funding Source(s):

Attachment(s):

1. Project Pilgram EDA_Town Council Edition

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

YPSOMED MANUFACTURING USA, INC.

AND

THE TOWN OF HOLLY SPRINGS, NC

DATED as of October 21, 2025

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement (this "Agreement") is entered into, effective as of the 21st day of October 2025 ("Effective Date"), by and between Ypsomed Manufacturing USA, Inc. ("Company"), and the Town of Holly Springs, ("Town") a North Carolina municipality. Individually and together the Town and Company are referred to as a "Party" and the "Parties," respectively. Capitalized terms used herein have the meanings ascribed to them below.

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, develop new industrial and business parks including the Site, as defined below, and to encourage economic growth and development opportunities which the Town has determined will be made possible as a result of the Project; and,

WHEREAS, the Company desires to construct a North American manufacturing facility to support increased production capabilities of injection and infusion systems for self-medication to assist in the treatment of diabetes and other conditions, and to increase its partnership with global health care companies in these areas. This North American manufacturing facility expects to hire at least sixty-two (62) permanent full-time employees with a work situs in Holly Springs by December 31, 2030 (the "New Employees") with an average annual wage of at least $89,813; and,

WHEREAS, the Town acknowledges that the Project will bring direct and indirect benefits to the Town, including job creation, increase in the ad valorem tax base, and economic diversification and stimulus, and has offered Local Incentives to induce the Company to locate the Project at the Site; and,

WHEREAS, in order 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 North American manufacturing facility in one or more buildings. The Company currently expects that it will subsequent to the Effective Date of this Agreement, invest or cause to be invested at least one hundred ninety-five million, four hundred thousand dollars ($195,400,000) in real property, buildings, fixtures, machinery and equipment, and the Company expects to create at least sixty-two (62) full-time positions as a result of the Project at an average wage exceeding or equal to that of the median average wage for Wake County as described herein; and,

WHEREAS, the Town expects that as a result of the foregoing investments the Increased Tax Value upon completion will be at least one hundred ninety five million, four hundred thousand dollars ($195,400,000); and,

WHEREAS, the Company fully intends to establish, through the Project, an important presence in the Town by employing a large number of employees and making substantial investments in the Project and in the training and development of such employees; and,

WHEREAS, the Town hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site; the Company hereby acknowledges that its decision to locate the Project at the Site following a competitive selection process conducted by the Company among multiple states is based in part on the Town's offer of Local Incentives and other assistance described in this Agreement and related agreements and documents; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S. §158-7.1 to acquire and assemble land for industrial development purposes, make appropriations and expenditures for the acquisition and improvement of land, and convey interests in real property by private negotiation, and to provide additional financial and other incentives; any action in this regard would follow a public hearing by the Town Council and a subsequent decision by that Council as to such matters before it; and the Council will assure that the Town receives full consideration for the Site in the way of prospective tax and other revenues from the Site improvements, increase of jobs, and other economic stimuli of the local economy as a result of the Project; and,

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:

DRAFT

ARTICLE I
DEFINITIONS

1. Company: The Company is Ypsomed Manufacturing USA, Inc., a Delaware Corporation.
2. Business Investment Grant ("BIG"): As further described in Article II(C) below, a grant by the Town to the Company equal to 50% of Incremental Taxes.
3. Effective Date: The date of the approval by the Town Council.
4. Fiscal Year: the Town's Fiscal Year, July 1 to June 30.
5. Force Majeure Event: any cause preventing or hindering the performance of this Agreement arising from or attributable to acts, events or circumstances not caused by and beyond the reasonable control of a Party, including an act of God, shortage of materials, war (declared or undeclared), labor disputes, accidents, acts of terrorism, fire, breakdown of machinery, epidemic or pandemic, and riot or civil disturbance.
6. Increased Tax Value: the amount of real and personal property tax value of the Site, real and personal property improvements thereon, and personal property located at the Site as calculated by the Wake County Tax Assessor as of January 1 of the year for which the Town will pay a BIG to the Company, less the real and personal property tax value of the Site, real and personal property improvements thereon, and personal property located at the Site on January 1, 2025. For purposes of this Agreement, the real and personal property tax value of the Site and improvements thereon on January 1, 2025 is $18,015,104.
7. Incremental Taxes: the amount of taxes actually received by the Town as a result of the Increased Tax Value.
8. Reserved.
9. Facility: An approximately 110,000 square foot manufacturing building, with approximately 62 full-time equivalent permanent employees, located at the Site, including any other buildings located on the Site that are owned and operated by the Company or one of its Affiliates (defined below) and used in connection with the Company's business.
10. Local Incentives: Those incentives described in Article II below.
11. Non-Monetary Local Incentives: Those incentives and inducements discussed in Article II herein other than the BIG.
12. Project: Construction of the Facility, appurtenant private infrastructure (such as parking facilities), personal property such as machinery and equipment, and any public or private infrastructure necessary to support the Facility.
13. Site. : Approximately 9.2 acres of land located at 11401 Holly Springs New Hill Road, Holly Springs, Wake County, North Carolina 27540, being a portion of tax parcel number 0037734, as more particularly described on Exhibit A attached hereto and incorporated herein, together with the

DRAFT

improvements situated thereon being an approximately 110,000 square foot industrial building known as "Building H".

14. Town: The Town of Holly Springs, NC.

ARTICLE II

LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO LOCATION OF FACILITY; DEVELOPMENT OF THE SITE AND RELATED INFRASTRUCTURE

A. Company Representations and Obligations.

1) The Company represents that, but for the Local Incentives provided by the Town, the Company would not locate its Facility, complete or cause the completion of any infrastructure, or employ any persons on this Site.

2) By execution of this Agreement which obligates the Town to grant to the Company certain Local Incentives, the Company agrees to deliver the Town fair consideration for this Agreement, which the Parties hereby agree is the Incremental Taxes and the employment of the Project.

3) Company shall, within twelve (12) months after the Effective Date, submit or cause the submittal of building upfit plans for approval by the Town for the construction of the Facility. Further, Company shall, within the later of: (a) twelve (12) months after the Town's approval of the plans or (b) twelve (12) months after the Company's closing on the purchase and sale agreement for the Site, whichever is later (subject to reasonable extension by the Parties in the event that the Town's approval process is delayed or due to a Force Majeure Event) and subsequent to the issuance of approvals by the Town with respect to said plans, commence construction of the Facility. For purposes of the preceding sentence, "commence construction of the Facility" means the date upon which the Company begins or causes to begin a program of on-site construction or on-site modifications (i.e. "upfit"), and all civil engineering work necessary for the construction of the Facility such that it is operational and employing employees at the Facility within the later of (i) January 1, 2030 or (ii) thirty six (36) months from commencing construction. The Parties understand that the time frames set forth in this subsection are meant to ensure the Town's compliance with the Non-Monetary Local Incentives. Failure of the Company to adhere to the time frames herein shall relieve, in proportion to the Company's delay(s) in adhering to the time frames, the Town of strict compliance with the time frames for the Non-Monetary Local Incentives.

DRAFT

B. Non-Monetary Local Incentives

1) Industrial Water Rate: The Town shall allow the Company to utilize the Town's Industrial Water rate for so long as the Company maintains production of its targeted products at the Site.

2) Customized Review Schedule: The Town agrees, to the greatest extent possible under applicable law, 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 the Site, the construction of the Facility, or the Project.

C. Other Local Incentives

Business Investment Grant: The Town shall provide to the Company, upon written demand by April 1 of each applicable year after obtaining a certificate of occupancy, an annual BIG calculated as fifty percent (50%) of Incremental Taxes for a maximum period of eight (8) consecutive years commencing in the year of the first Certificate of Occupancy (the "BIG Term"), up to a maximum cumulative amount of two million, six hundred eighty-four thousand seven hundred ninety-six dollars ($2,684,796). BIG payments will be made on or before June 1 of the relevant Fiscal Year in which the Incremental Taxes are paid, assuming the Company is current on tax payments. By way of example:

Example: If the total taxable real and personal property valuation at the Facility on January 1 of a year the Company elects to request a BIG is $213,415,104, with $195,400,000 of that total attributable to incremental tax value (by way of example) and taxes paid to the Town on this valuation are $733,081 (with $671,199 of that total attributable to the incremental tax value) for that Fiscal Year, then the BIG payment for that year will be $335,600, assuming the current tax rate of $0.3435 per $100 valuation, as in the following illustration:

DRAFT

Base Tax Value (Jan 1, 2025)			$18,015,104			
Increase Tax Value			$195,400,000			
Total Tax Value			$213,415,104			
Tax Rate			$0.3435	per 100		
Total Tax Owed			$733,081			
Tax Owed On Increased/Incremental Tax Value			$671,199			
BIG Amount			$335,600	(50% of tax owed on Increased Tax Value)		

A BIG payment that causes the cumulative amount of $2,684,796 to be exceeded shall be adjusted so that no BIG payments exceed the cumulative amount.

[Note: the tax millage rate used in this example is the rate at time of execution of this Agreement. Actual calculations will be made using then-current tax millage rates.]

BIG payments shall begin no earlier than the year after the taxable real and personal property valuation of the Site and improvements thereon, as determined by the County Tax Administrator, first exceeds the Base Tax Value, provided that the other BIG requirements contained herein for that year are also met.

1) Other Tax and Fiscal Incentives: The Town will cooperate with and provide reasonable assistance to the Company in procuring all incentives and benefits

DRAFT

legally available to it for economic development, job creation or otherwise, including, but not limited to, the One North Carolina Fund and the Job Development Investment Grant.

No Targeted Taxes: If any taxes or government charges of any kind are directly or indirectly levied by the Town against the Company or any of its property, including the Site or the Project, that are not generally applicable to all Town-resident business enterprises (the "Targeted Taxes"), or if any such Targeted Taxes shall be imposed or enabled by the Town with regard to the Company or its property, including the Site or the Project, the Company shall be entitled to a reimbursement from the Town (in the form of cash, set off against any other payment due from the Company to the Town or such other means as may be available to effect such reimbursement) for the amount of any Targeted Taxes that are paid to or otherwise accrue to the benefit of the Town.

ARTICLE III

COMPANY REQUIREMENTS

A. Incentive payments are payable by the Town in the manner described above. If the Company does not obtain a certificate of occupancy within five (5) years of the Effective Date (absent any Town delay or Force majeure event) of this Agreement, this Agreement shall terminate. Incentive Payments are expressly conditioned upon the Company achieving the following Operation Commitment as set forth below. Notwithstanding the foregoing, the Company shall have thirty (30) days after receipt of written notice from the Town to cure any such failure of a material obligation, unless more than thirty (30) days shall be required because of the nature of the failure, in which case the Company shall cure such failure within an additional ninety (90)-day period.

B. The Company shall not, during the period in which it is eligible to receive BIG payments, be in arrears in the payment of its annual property taxes, utility fees or other payments to the Town. Nothing in this Agreement restricts or limits the Company's right to contest the valuation of the Site or the Project or to contest any other North Carolina state and local tax matters.

C. Operation Commitment

Except in the case of (1) a Force Majeure Event, or (2) nonperformance by the Town of its agreements and covenants under this Agreement or any related agreements or documents, the Company shall maintain operations at the Facility during such time as the Town is obligated to provide a BIG to the Company (the "Operation Commitment"). Notwithstanding anything to the contrary in this Agreement, a temporary shutdown of operations for less than 6 months for any reason shall not be considered a breach of the Operation Commitment. The Town's sole and exclusive remedy for the Company's violation of the Operation Commitment shall be the Company's loss of grant payments for the BIG and loss of the Industrial Water rate in any given year that company has not met the Operation Commitment.

ARTICLE IV

REMEDIES AND DISPUTE RESOLUTION

A. Concerning Remedies

Unless otherwise set forth in this Agreement or any related agreement, the remedies provided for in this Agreement and in any related agreement are non-exclusive and cumulative. 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. Except for any and all claims, demands or other actions by a party seeking declaratory, injunctive, specific performance or other equitable relief in respect of the performance, breach, or interpretation of any provision of this Agreement ("Litigable Matters"), all claims for damages or other remedies under this Agreement shall be resolved by Arbitration. Litigable Matters shall be subject to the exclusive jurisdiction of the Superior Court for the Tenth Judicial District of North Carolina or the United States District Court for the Eastern District of North Carolina, or of both as applicable in the circumstance. The Parties irrevocably submit to such exclusive jurisdiction.

DRAFT

B. Disputes

The Parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of this Agreement between them by negotiations among those persons of the Town and Company who have authority to act and who will promptly meet, including in-person or virtually, for negotiations to attempt to settle the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such authorized persons, any Party may refer the matter to Mediation (as provided below).

C. Mediation

If the Town and the Company are unable to reach agreement with respect to any matter requiring their agreement under this Agreement, any Party may submit the matter to mediation under the Administered Arbitration Rules of the International Institute for Conflict Prevention & Resolution Rules ("Mediation"). Once commenced, no such Mediation shall be permitted to proceed for more than fifteen (15) days. Each Party shall bear its own costs and expenses related to any Mediation; provided that the costs and expenses of the mediator and any administrative expenses of the Mediation shall be borne equally by the Town and the Company. Failure of the Town and the Company to reach agreement pursuant to any Mediation procedure shall be deemed to be a dispute arising under this Agreement.

D. Arbitration

Except for Litigable Matters, all disputes and claims for damages between the Town and the Company arising out of this Agreement shall be resolved not by litigation but rather by binding arbitration ("Arbitration") in the State of North Carolina before a panel of three (3) independent arbitrators under the auspices and pursuant to the Administered Arbitration Rules of the International Institute for Conflict Prevention & Resolution. The Arbitration hearing will be scheduled so that it is concluded within twelve (12) months from the date of the filing of the Arbitration and the panel shall render its decision within one (1) month after the closing of the hearing. Arbitrators will be chosen under the usual procedures and from the usual panels of the International Institute for Conflict Prevention & Resolution except that none of the arbitrators shall have performed, directly or indirectly, a material amount of work for the Town or the Company within the 5-year period immediately preceding the date of their selection or intend or desire to perform work for the Town or the Company within one (1) year following the date of such arbitrator's selection. Issues determined by Arbitration pursuant to this provision shall be given preclusive or collateral estoppel effect. Each party shall bear its own costs and expenses relating to the Arbitration except that the Arbitration panel shall have the authority to award attorney's fees, and provided that the costs and fees of the panel of arbitrators and the fees to the International Institute for Conflict Prevention & Resolution shall be borne equally by the Town and the Company.

DRAFT

E. Force Majeure Event

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 third-party does not constitute a Force Majeure Event.

ARTICLE V

OTHER PROVISIONS

A. Notices

Notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, by a nationally recognized overnight courier for delivery on the following business day as follows unless the relevant party provides replacement contact information after the date hereof:

If to the Town:
Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540-0008
Attn: Randy J. Harrington, Town Manager
Phone: (919) 557-3924

with a copy (which shall not constitute notice) to:

Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540-0008
Attn: John P. Schifano, Town Attorney
Phone: (919) 557-2917

If to the Company:

Attn:
Ypsomed Manufacturing USA, Inc.

DRAFT

With a copy to:

and

With copy to:

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

B. 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 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 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.

C. Change in Law

In the event any law, 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 law, 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.

D. 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.

E. 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: this Agreement and the incentives contemplated hereunder have been pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply thereto.

F. 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 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

DRAFT

obligations under this paragraph. The obligation of the Company to indemnify the Town Indemnified Parties pursuant to this Section V (F)(1) 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 Company 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, servants, employees, licensees, lessees, or assignees. 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 Section V(F)(2) shall terminate upon the termination of this Agreement.

G. 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.

H. 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. The Parties consent to exclusive jurisdiction of the Superior Court for the Tenth Judicial District of North Carolina or the United States District Court for the Eastern District of North Carolina, or of both as applicable in the circumstances, for any Litigable Matters arising with respect to this Agreement.

DRAFT

I. 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 and 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) vigorously defend such Local Incentive and other assistance from such challenge, (b) seek legislative remedies to retain or restore such Local Incentive and other assistance, and (c) 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.

J. 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. For the purpose of this section, an "Affiliate" means any entity that directly or indirectly controls, or is controlled by, or is under common control with, the Company.

K. 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.

L. 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 five (5) business days' notice to the Company and during normal business hours) an audit through the use of the Town's staff, in order to confirm the Company's material compliance with this Agreement and any reimbursement of costs associated with Self-Help. Any such audit will occur no more

DRAFT

than once per calendar year during the BIG Term, 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.

M. 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 no event later than six (6) months following the Company's fiscal year end.

N. 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.

O. 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.

P. Specific Performance

The Parties agree that any Company obligations regarding job creation or investment are not subject to a requirement of specific performance as other penalties for default in those areas are detailed elsewhere in this agreement.

DRAFT

Q. Termination

Unless terminated earlier, this Agreement terminates on December 31 of the year in which the Town makes its final BIG payment to the Company. If the Company does not receive a certificate of occupancy for its operations at the Facility within five (5) years of the Effective Date of this Agreement, this Agreement shall terminate.

R. 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, and is in compliance with the terms of this Agreement, 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.

S. 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.

[Remainder of Page Intentionally Blank]

DRAFT

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: Linda McKinney
Title: Town Clerk

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Name: Randy J. Harrington
Title: Town Manager

YPSOMED MANUFACTURING USA, INC.

By: _____
Name: _____
Title: _____

_____
_____
_____

Certified as to Legal Sufficiency:

_____
Name: John P. Schifano
Title: Town Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Tina Stroupe

EXHIBIT A

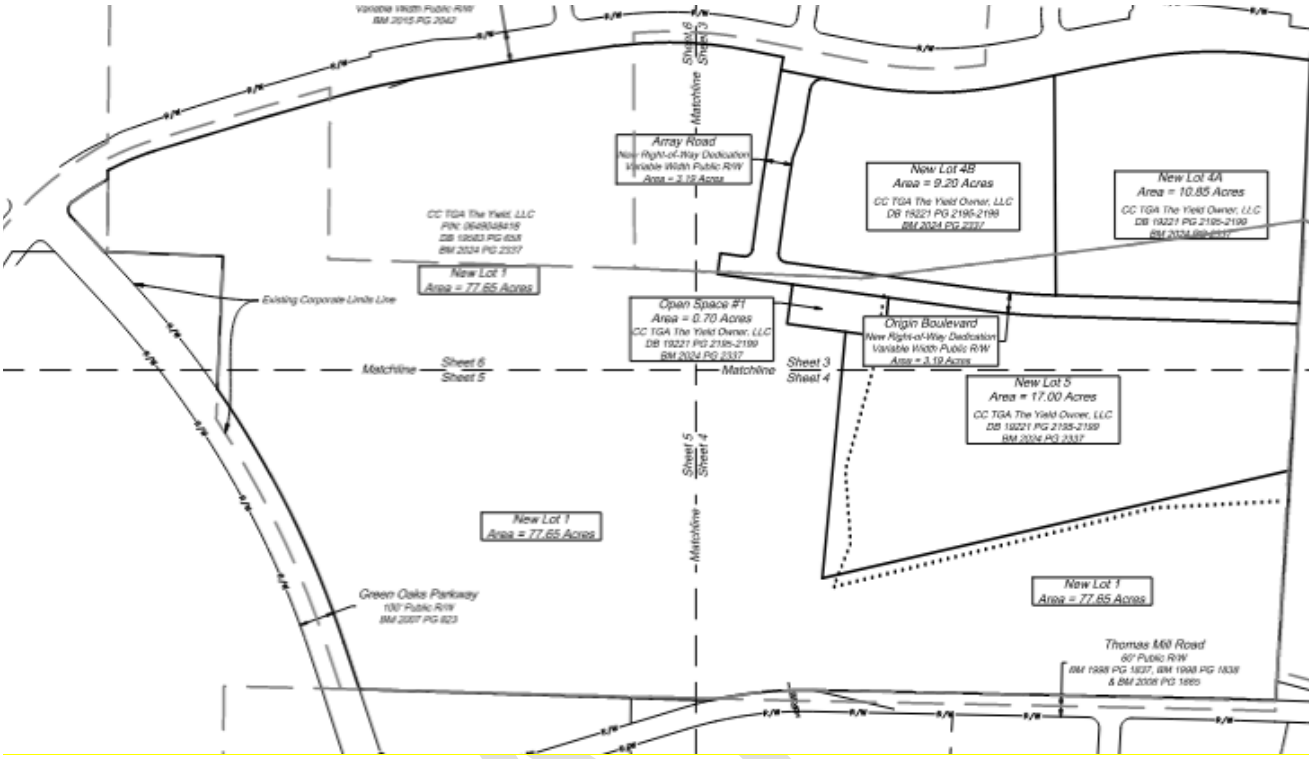
PROJECT PILGRIM

Parcel Summary:

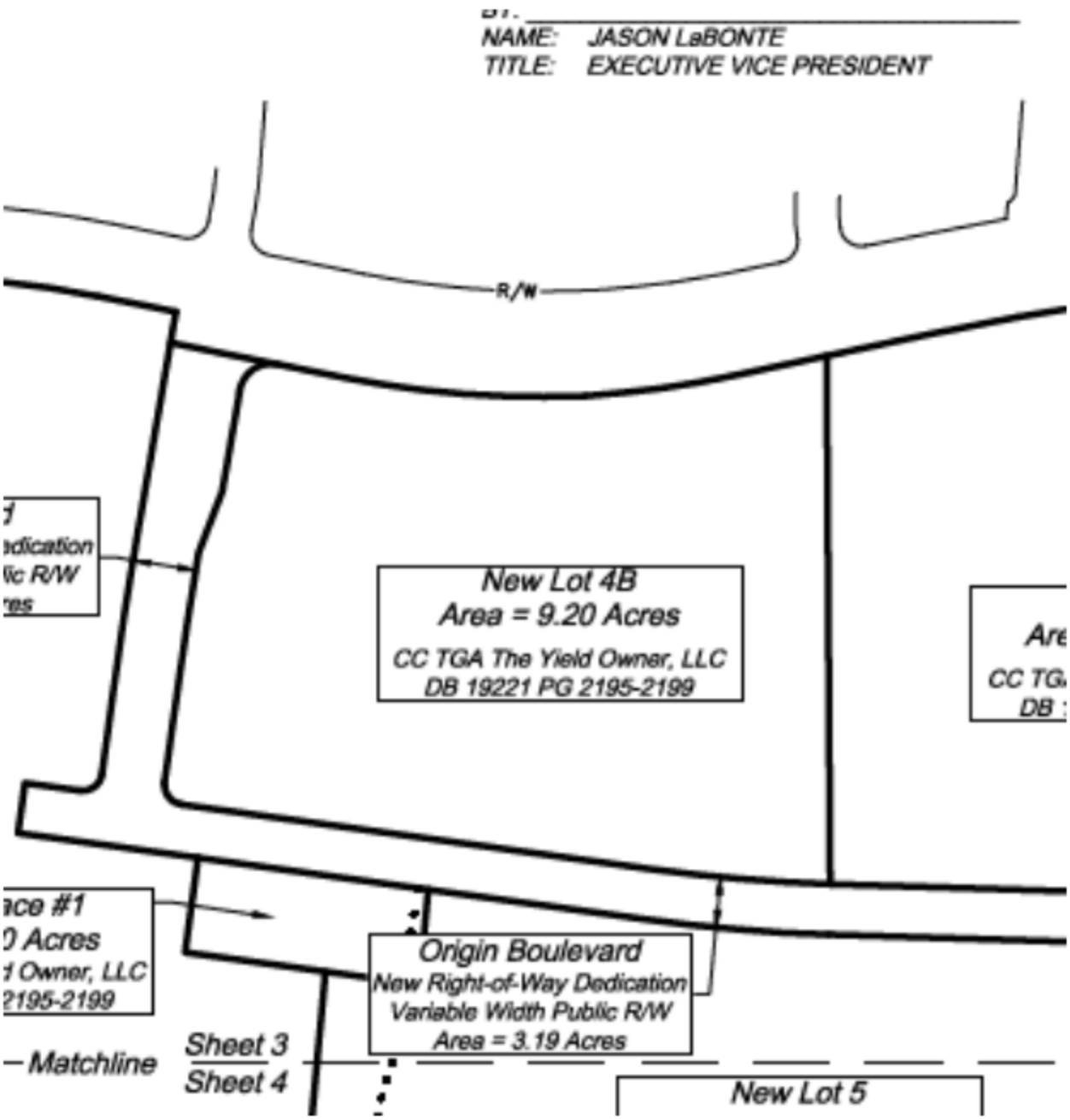
- Pod G: +/- 13 undeveloped acres
- Building H: +/- 110,000 SF cGMP Shell Building on 9.2 acres



DRAFT


Variable Width Public R/W
BM 2015 PG 2562
Sheet 6
Sheet 3
Matchline
Array Road
New Right-of-Way Dedication
Variable Width Public R/W
Area = 3.19 Acres
New Lot 4B
Area = 9.20 Acres
CC TGA The Yield Owner, LLC
DB 19221 PG 2195-2199
BM 2024 PG 2337
New Lot 4A
Area = 10.85 Acres
CC TGA The Yield Owner, LLC
DB 19221 PG 2195-2199
CC TGA The Yield, LLC
PIN: 0649084616
DB 18683 PG 658
BM 2024 PG 2337
New Lot 1
Area = 77.65 Acres
Existing Corporate Limits Line
Open Space #1
Area = 0.70 Acres
CC TGA The Yield Owner, LLC
DB 19221 PG 2195-2199
BM 2024 PG 2337
Origin Boulevard
New Right-of-Way Dedication
Variable Width Public R/W
Area = 3.19 Acres
Matchline
Sheet 6
Sheet 5
Matchline
Sheet 3
Sheet 4
New Lot 5
Area = 17.00 Acres
CC TGA The Yield Owner, LLC
DB 19221 PG 2195-2199
BM 2024 PG 2337
Sheet 5
Sheet 4
New Lot 1
Area = 77.65 Acres
Matchline
Green Oaks Parkway
100' Public R/W
BM 2007 PG 823
New Lot 1
Area = 77.65 Acres
Thomas Mill Road
60' Public R/W
BM 1998 PG 1837, BM 1998 PG 1838
& BM 2006 PG 1865

DRAFT


NAME: JASON LaBONTE
TITLE: EXECUTIVE VICE PRESIDENT
R/W
New Lot 4B
Area = 9.20 Acres
CC TGA The Yield Owner, LLC
DB 19221 PG 2195-2199
Origin Boulevard
New Right-of-Way Dedication
Variable Width Public R/W
Area = 3.19 Acres
Sheet 3
Sheet 4
Matchline
New Lot 5

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 21.

New Business
Title: Duke Friendship Substation Rezoning (Deer Path Rd) 25-REZ-04
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Grayson Taylor, Development Services, Elliot Blonshine, Development Services

Action(s):

- Adopt Ordinance RZ25-06 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve/deny/defer 25-REZ-04 Duke Friendship Substation Rezoning.

Explanation:

- Duke Energy Progress has submitted an application for a rezoning from RR - Rural Residential to BRT-CD Business & Research Technology Conditional Zoning District and BRT Business & Research Technology, to construct a new 230kv Utility Substation at 4113 Deer Path Road.
- This application follows the Option 1: Detailed Plan Conditional Zoning District process, with an associated Development Plan for the substation, consisting of 45.25 acres.
- The area of the application to be rezoned to the base BRT zoning district is 6.11 acres and is for the purpose of future development associated with the adjacent property (Amgen).
- The project primarily lies within the Town's ETJ. However, a portion of this project includes the NCDOT maintained right-of-way of Deer Path Road, which is partially outside the Town's Planning Jurisdiction. Prior to any zoning approval, a voluntary annexation is required.
- The existing substation will be demolished and reconstructed to improve power capacity and reliability for Holly Springs and surrounding service areas.
- The applicant seeks to close the right-of-way for Deer Path Road up to the property line, and an application to the Town will be forthcoming.

Town Council Public Hearing:

- The legislative public hearing process for Type 6 (Legislative Action - Town Council Review) reviews, including rezoning, is prior to the Planning Board review and recommendation.
- The public hearing was held on September 16, 2025 for the proposed Conditional District Rezoning.
- A summary of the issues raised at public hearing and feedback to the applicant is provided in the staff report.

Staff Recommendation: Approve

Planning Board Recommendation: Approve (9-0)
A summary of the Planning Board discussion can be found in the Planning Board Action Report.

Background:

- The majority of the project area lies within the Town's Planning Jurisdiction which entered into the ETJ with the 2016 expansion.
- In accordance with the updated Town Council Legislative review process, consideration of this application will take place on the following schedule:
    - Tuesday, September 16 - Town Council Public Hearing
    - Tuesday, September 23 - Planning Board review and recommendation
    - Tuesday, October 21 - Town Council consideration and decision
- The project received no public opposition during the legislative public hearing (September 16, 2025) and no attendees were present at the required neighborhood meeting that occured on January 29, 2025.

Funding Source(s):
N/A

Attachment(s):
1. 25REZ04_DukeFriendshipSubstation_StaffReport
2. 25REZ04_DukeFriendshipSubstation_PBActionReport
3. 25REZ04_DukeFriendshipSubstation_Ordinance
4. 25REZ04_DukeFriendshipSubstation_Application
5. 25REZ04_DukeFriendshipSubstation_Plans

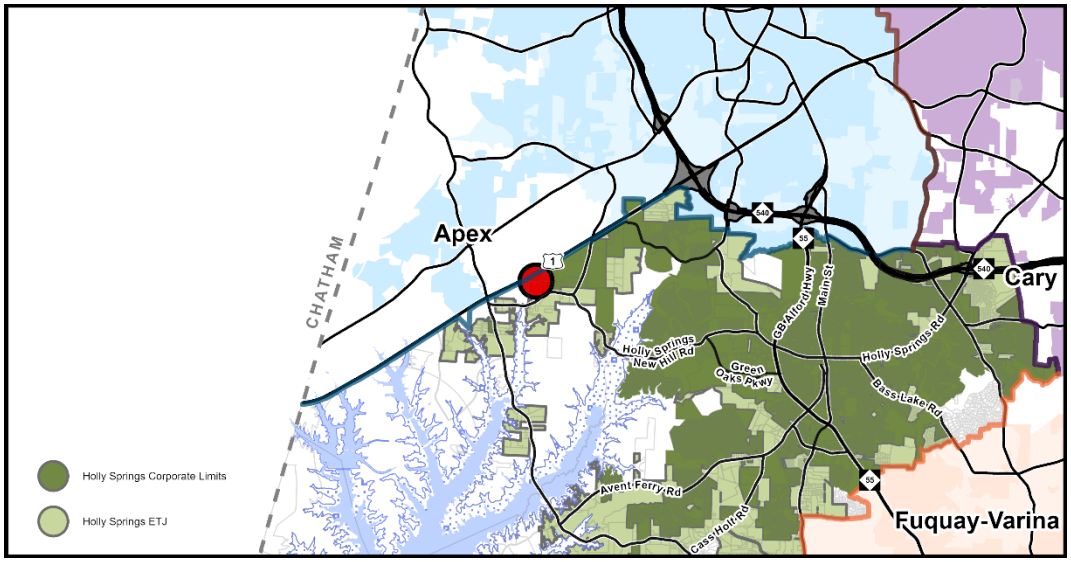
Project Type: Zoning Map Amendment (Rezoning)
Conditional Zoning District & General Use District
Detailed Plan (Option 1)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
McAdams, on behalf of Duke Energy Progress

Property Address: 4113 Deer Path Road

Project Area: 51.36 ac.



Located in: ☐Holly Springs Corporate Limits ☒Holly Springs ETJ ☒Annexation Pending

Project Summary:

A rezoning of 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology at 4113 Deer Path Road for a new Duke Energy Progress 230kv Substation.

Requested Action:

Legislative Decision: Having previously held a Legislative Public Hearing to receive public comments, the Town Council must make a determination on whether or not to approve the policy or modification.

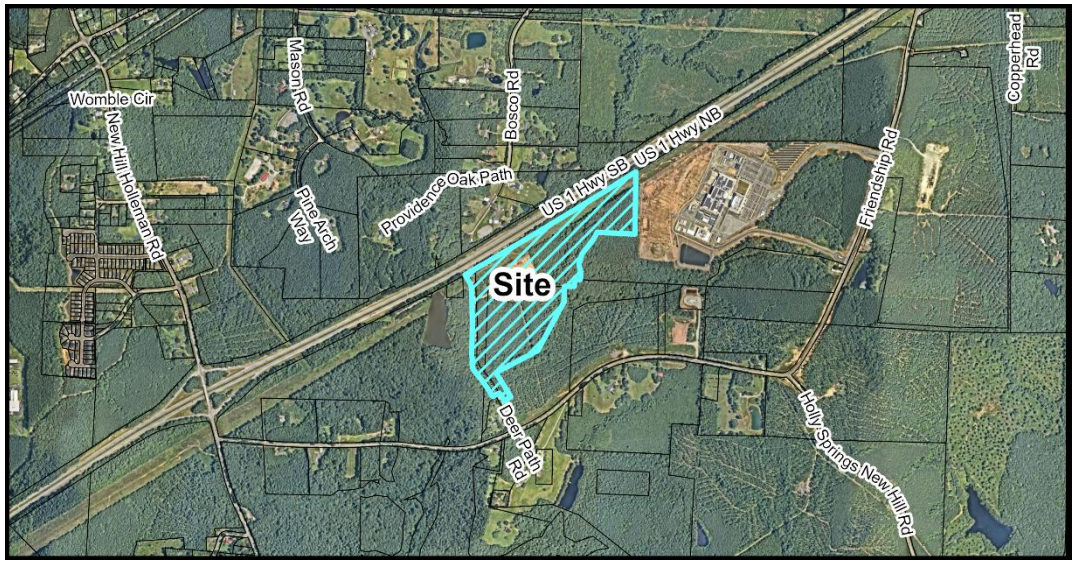
Table of Contents:

Case Summary	Page 2
Current Zoning Information	Page 3
Land Use & Character Information	Page 4
Transportation Information	Page 7
Parks, Recreation, & Greenways Information	Page 9
Community Facilities Information	Page 10
Utility & Infrastructure Information	Page 11
Natural Resources & Open Space Information	Page 13
Conditional Zoning District Information	Page 14
Decision-Making Information	Page 17

Case Summary

Current Zoning:
RR Rural Residential
☐ Conditional Zoning District

Proposed Zoning:
BRT Business & Research Technology
☒ Conditional Zoning District for a portion of the site
Detailed Plan (Option 1)



Aerial Photograph

Growth Strategy Map:
Places to Preserve
Places to Enhance

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Natural Area
Business & Industrial

Staff Analysis:

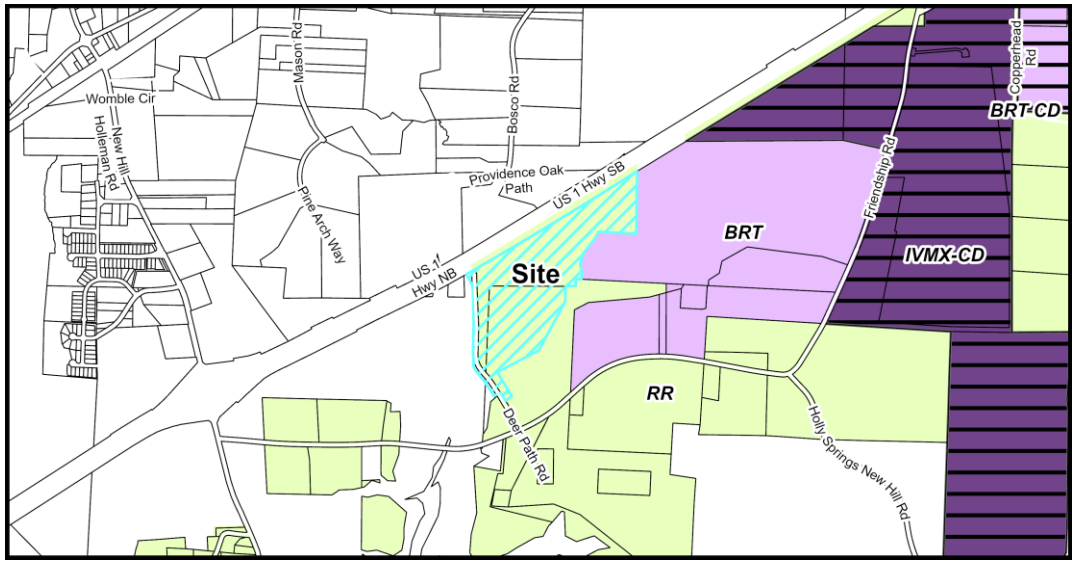
The Zoning Map Amendment is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The proposed Business & Research Technology Conditional Zoning District and Business & Research Technology zoning districts are to serve the purposes of constructing a new utility substation at the existing site, as well as set up the adjacent site for future success. The Conditional Zoning District, which is also a Development Plan for the substation, depicts the project almost entirely on the existing substation site, which will be demolished/upgraded. Both proposed zoning districts are important to achieving the Town's long-term utility needs and economic development goals and are consistent with the Comprehensive Plan.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Proposed Zoning	Current Zoning	Area
BRT-CD	RR, R-80*	45.25**
BRT	RR	6.11**
	Total Area	**51.36**
	**Wake County Zoning* ***Portions of larger parcels*	



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR – Rural Residential	Existing Substation, Vacant
North	R-30 (Wake County)	US-1, Detached Dwellings
South	RR – Rural Residential	Vacant, Detached Dwellings
East	RR – Rural Residential BRT – Business & Research Technology	Amgen, Vacant
West	R-80 (Wake County)	Vacant

Parcel Rezoning History

Rezoning Number: 15-REZ-07 (ETJ Expansion)
Original Zoning: R-80 (Wake County)
Approved Zoning: R:30 – Residential (RR after 2022)
Approval Date: June 7th, 2016

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Preserve
Places to Enhance

Future Land Use: Natural Area
Business & Industrial

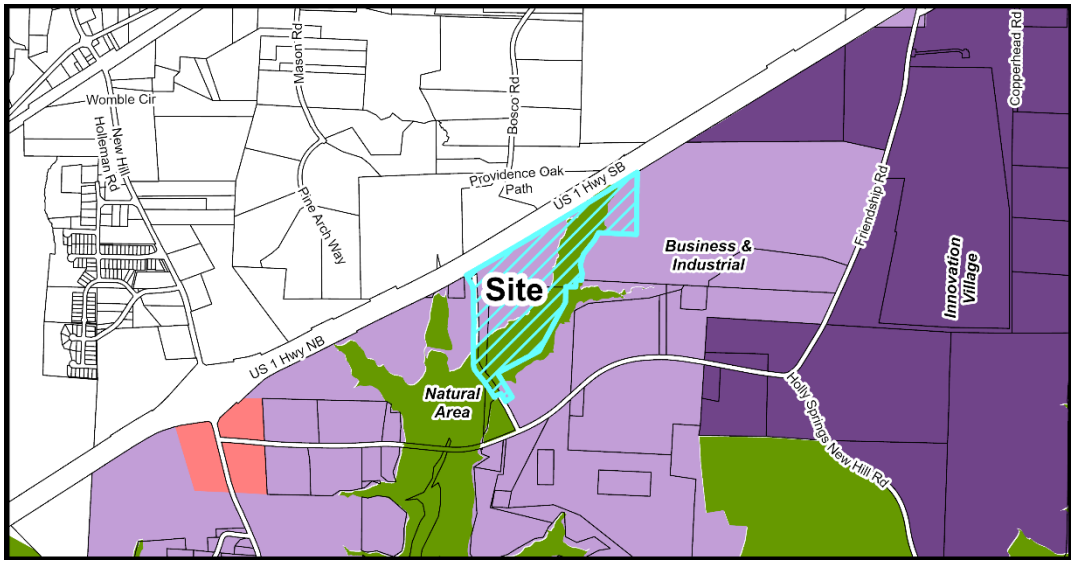
Small Area Plan: N/A

The Requested Zoning Map Amendment is:

☒ **Consistent with the Future Land Use Map**

☐ **Inconsistent with the Future Land Use Map**

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with the Future Lane Use Map, the Zoning Map Amendment has the effect of also amending the Future Land-use Map.



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 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: Business & Industrial
Business & Industrial Centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. Business & Industrial Centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

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.

Small Area Plan: N/A

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Land Use & Character Plan/Ordinances

The proposed BRT-CD zoning district is specifically to construct a new Duke Energy Progress substation at its existing site at 4113 Deer Path Road, and the BRT portion is proposed to be rezoned for future development. The Land Use & Character Plan identifies this project area as Business & Industrial and Natural Area.

Land Use & Character Staff Analysis (cont.):

The proposed zoning districts are supported by the Business & Industrial character areas, as the use would increase power supply to the Town, including recent approved economic development projects in the vicinity. The Development Plan also includes significant buffering where feasible, a characteristic of the Business & Industrial character area. Generally, the Business & Research Technology zoning district is most suited for the Business & Industrial character area. The proposed substation is supported by the primary Supporting Infrastructure recommendation SI-1 Add Infrastructure Capacity and Increase Services to Keep Pace with Development. Meeting the power supply needs of Town employers and residents is critical to the long-term success of the Town overall.

Also on the site is Natural Area, closer to the stream identified on the site. This area is shown to be undisturbed, preserving the environmental features and following the Land Use & Character Plan.

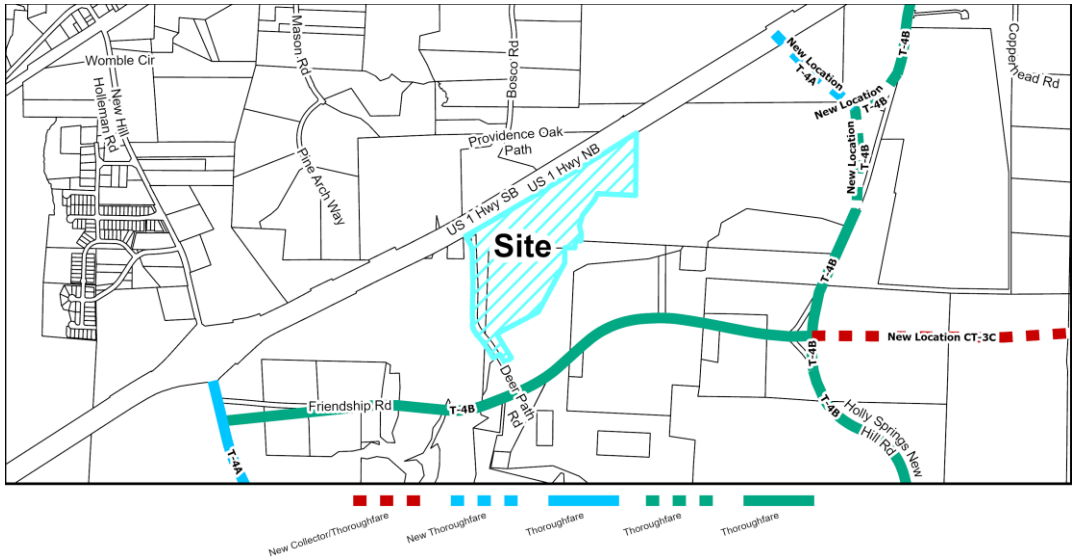
The proposed Zoning Map Amendment is consistent with the Land Use & Character Plan.

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:

The project area does not have frontage on a CTP road, and therefore road widening is not applicable. The project has access via Deer Path Road, which is an NCDOT maintained gravel access road.

New Location Roadways:

There are no new location roadways associated with this project.

Hotspot/Safety Study Location:

There are no Hotspot/Safety Study locations in the vicinity of the project.

Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

☐Traffic Study Required ☐Tier 1
☐Tier 2
☐Tier 3
☐Traffic Verification Memo

Traffic Study Summary
The proposed alterations to the existing site do not increase or at all change the number of trips for this existing site. The site is expected to generate 1-2 trips daily and therefore a traffic study was not warranted per the adopted Traffic Study Policy.

Transportation Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

This project has met the requirements of the Town's Traffic Study Policy and is consistent with the Town's Comprehensive Transportation Plan.

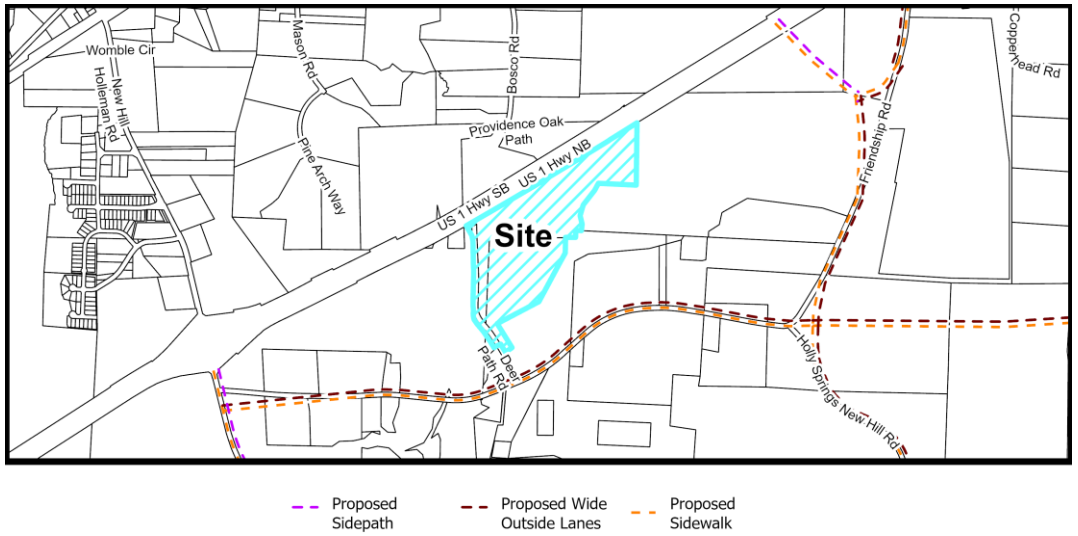
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☐ Sidepath

There are no greenway or sidepath requirements for this project.

Parks, Recreation, & Greenways Summary

The project area does not have road frontage, so a sidepath is not required with this project. Also, there are no greenways on the Future Active Transportation Map through the project area. The property is not within a Park Search Area.

Parks, Recreation, & Greenways Staff Analysis:

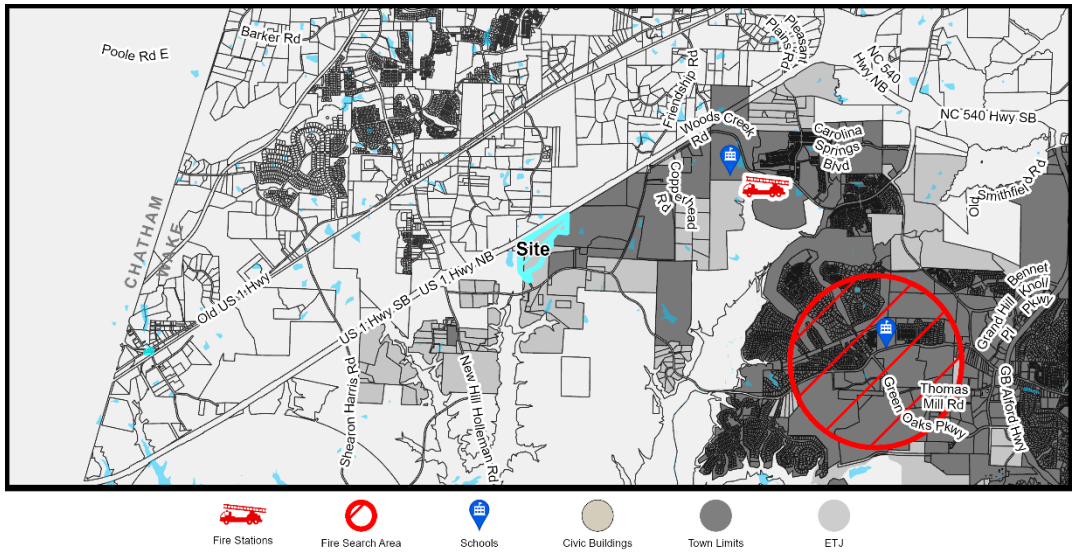
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The proposed Zoning Map Amendment is not within a Park Search Area, has no greenway or sidepath requirements, and is proposing no residential units affecting park capacity. The application is consistent with Parks, Recreation, and Greenways.

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) is not required for this project as no new residential units are proposed.

Community Facilities Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan

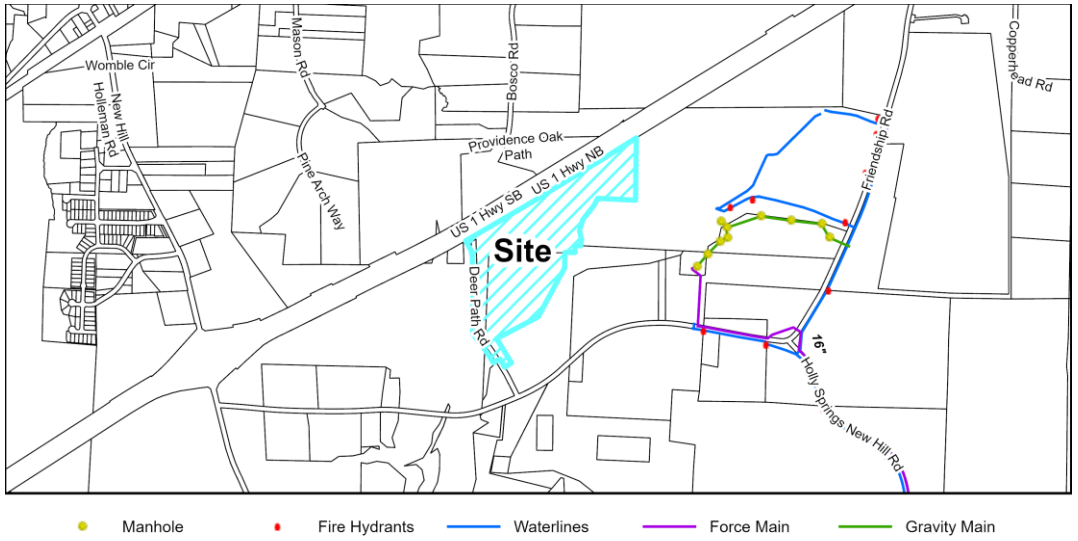
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map.

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:

Town water mains are not currently available to or utilized by the existing substation. The substation expansion does not change the overall substation operation or functionality and remains consistent with the existing use. Therefore, the project is not extending water main to the site.

Sanitary Sewer:

Town sewer mains are not currently available to or utilized by the existing substation. The substation expansion does not change the overall substation operation or functionality and remains consistent with the existing use. Therefore, the project is not extending sewer main to the site.

Reclaim:

Town reclaimed water mains are not currently available to or utilized by the existing substation. The substation expansion does not change the overall substation operation or functionality and remains consistent with the existing use. Therefore, the project is not extending reclaimed water main to the site.

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
This project is not subject to the Water Resource Management Policy as the project will not generate wastewater.

Infrastructure & Utility Staff Analysis:

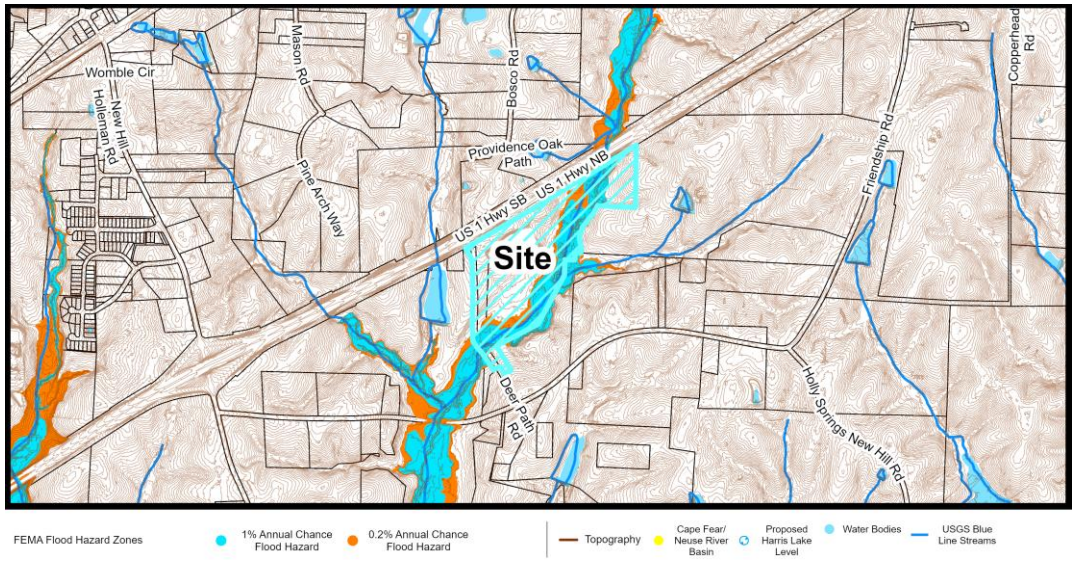
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

Staff is supportive of not extending utilities to the site for the substation expansion based on the continued consistency with the existing use. This project is consistent with the Infrastructure & Utilities Plan.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**3% or ac.**
Tree Preservation Area	2% or ac.
Active Recreation Area	0 % or ac.
Urban Civic Space	N/A
Flexible Space	1% or ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

A total of 3% of open space is required for projects within the Business & Research Technology zoning district. As a proposed Infrastructure Use, no Active Recreation is required. Therefore, all required 3% of open space must be Tree Preservation. The BRT-CD portion of the project only proposes 66% of project area to be disturbed, preserving 34% of the site including significant tree canopy, and meeting the tree preservation requirements. Additional open space details for the eastern portion of the rezoning which is not subject to the Conditional Zoning District will provide open space at time of Development Plan.

Stormwater:

The project is located within the Cape Fear River Basin and proposes to treat new impervious surfaces onsite to the maximum extent practical with a constructed wet pond. There are several jurisdictional features located on and adjacent to the site such as wetlands, streams, ponds and Riparian Buffers.

Natural Resources & Open Space Staff Analysis:

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The proposed BRT-CD/BRT zoning districts meet 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.

Conditional Zoning District Standards Information

Unified Development Ordinance

Conditional Zoning Districts (CD) are intended to provide flexibility within the planning and development process, while creating additional controls to ensure quality development. The Conditional District allows the applicant the option of requesting this flexibility in exchange for higher quality, innovative, and sustainable development.

CD Goals: CD proposals shall demonstrate that the project and development therein will incorporate and/or achieve the following design goals:

1. The incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural character;
2. The preservation of significant view corridors; development of out-lying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns;
3. Development of pedestrian oriented communities; development of traditional style neighborhoods;
4. Development of communities that are visually and functionally connected to one another;
5. Protection of significant watershed areas in order to preserve water quality;
6. Creativity and imagination in the process of development;
7. Unique architecture or sustainable design;
8. Efficient, aesthetic and desirable use of open space;
9. Variety in housing types and physical development patterns; and,
10. Special considerations for property with a unique history or outstanding physical features.

Conditional Zoning District & Development Standards Summary

Development Standards (UDO Section 2):

	UDO Standard	Proposed Standard
Lot Configuration		
Minimum Lot Frontage	100'	None (The 60' R/W of Deer Path Road will be retained as lot frontage)

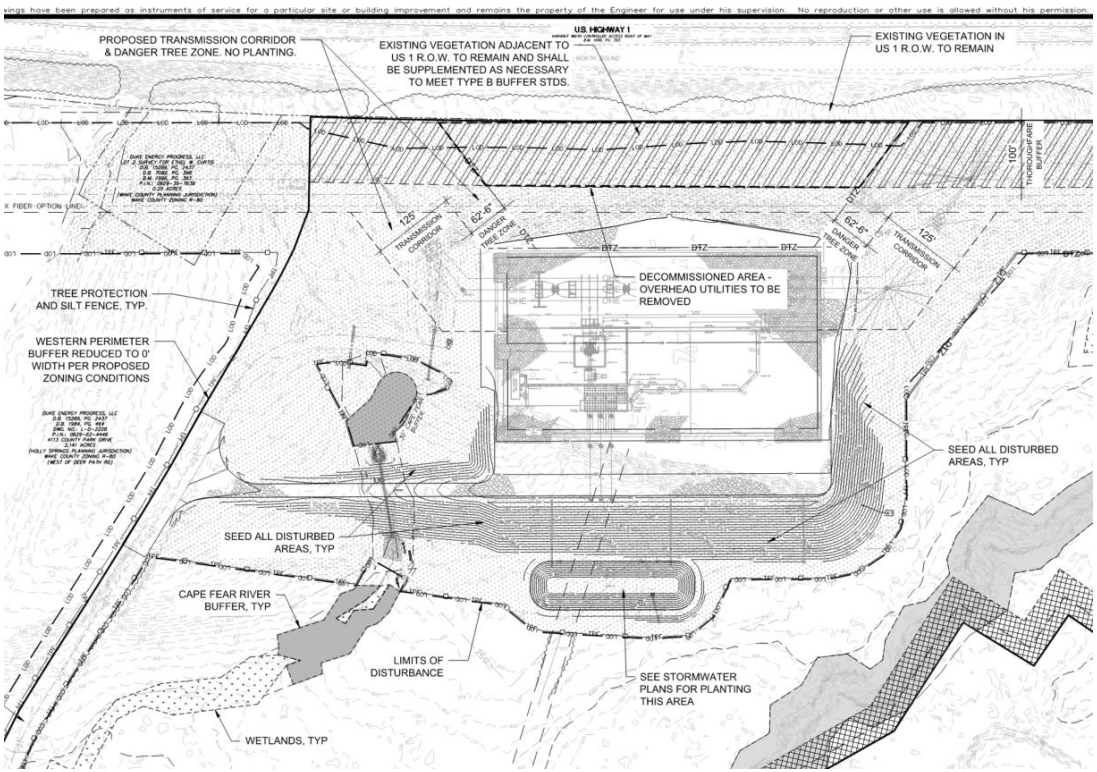
Use Standards (UDO Section 3):

	UDO Standard	Proposed Standard
Additional Use Provisions for *Infrastructure/Utilities (Major)*		
Fence Height	6' minimum	8'
Fence Type	Unspecified – Barbed Wire Permitted with wire not extending over top of fence	Barbed Wire – 7' Chain Link + 1' Barbed Wire extending outward above fence
Fence Screening	20' Type C	None

Landscaping (UDO Section 5):

	UDO Standard	Proposed Standard
Perimeter Buffers		
East	20' Type C	None - Existing Deer Path Rd
North	100' US-1 Conservation Buffer	None - Utility Easement or specified Danger Tree Zone

Proposed Site Design (UDO Section 8 and Conditional Zoning District)



Site Design Highlights

- Existing Buffer preserved where feasible along US-1, remaining buffer areas to be entirely preserved.
- New transmission lines to be constructed in and out of site.
- Existing overhead utilities to be removed.
- Required grading and stormwater facilities provided.



Example Image Provided by the Applicant

This image is an example of a facility similar to the proposal.

Conditional Zoning District Standards Staff Analysis

The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with Conditional Zoning District Standards/Ordinances

The proposed Business & Research Technology Conditional Zoning District modifies few UDO standards, and most of these proposed modifications are related to the site itself.

- The reduction in lot frontage is due to the shape of the lot where it fronts Deer Path Road. This is an existing condition and the proposed modification does not establish a new lot without sufficient frontage.
- The reduction in buffer requirements is due to existing driveway and utility easement conditions. Existing easement along US-1 prevents significant buffering standards, and the applicant has stressed the need for maintenance in these easement areas, especially around the towers and danger tree zones. However, the applicant has also provided specific areas in the easement where existing vegetation can be preserved. The applicant has also proposed no buffer along the western property line. While the existing Deer Path Road right-of-way is planned to be closed, the drive will continue to be used for site access, preventing a buffer in the same location. As the adjacent property is also owned by Duke, and any future development on the adjacent site will require a buffer, this buffer modification may be reasonable. Overall, the proposed Business & Research Technology Conditional Zoning District standards have been found to be consistent with the Unified Development Ordinance.
- The applicant has also proposed several changes to the additional use requirements regarding fencing, proposing barbed wire extending outward, and no vegetative screening. The UDO requirements for barbed wire around major infrastructure are typically for more publicly visible projects, as such staff did not find there to be concern with the modification due to the existing vegetation around the site, and distance from adjacent properties. As the site contains critical infrastructure, the security of the substation was also considered for this request.

Staff find the modifications requested with this Conditional Zoning District helps the Town achieve the CD goals and are in the public interest.

Decision-Making Information

Comprehensive Plan and Conditional Zoning District 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	
Conditional Zoning District Standards/Ordinances	☒ Consistent ☐ Inconsistent

Zoning Map Amendment (Rezoning) Staff Analysis
The applicant must demonstrate that the proposed Zoning Map Amendment and property owner offered conditions (if any) or unique conditions associated with this request support the Town's Comprehensive Plan objectives and/or Ordinances and why the proposed zoning change is reasonable and in the public interest. The applicant has provided a statement in the petition.

Staff has reviewed the application and has determined the requested Zone Map Change is:

☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances
☒ Reasonable and in the Public Interest ☐ Not Reasonable and in the Public Interest

The proposed Business & Research Technology Conditional Zoning District and Business & Research Technology zoning districts are to serve the purposes of constructing a new utility substation at the existing site, as well as set up the adjacent site for future success. The Conditional Zoning District, which is also a Development Plan for the substation, depicts the project almost entirely on the existing substation site, which will be demolished/upgraded. Both proposed zoning districts are important to achieving the Town's long-term utility needs and economic development goals, and are consistent with the Comprehensive Plan.

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: 1/29/2025
Summary of Issues: No attendees present.

Legislative Public Hearing

Public Hearing Date: 9/16/2025

Public Hearing Video: https://hollyspringsnc.portal.civicclerk.com/event/567/media (Public Hearing begins at 00:27:49)

Legislative Public Hearing Summary

Prior to the Legislative Public Hearing:
- Mailed notice has been sent to all property owners within 500 feet of the project.
- Published notice has been made twice in the News & Observer.
- Posted notice has been made with a public hearing sign on the property.

Public Hearing Discussion:
- No discussion

Planning Board Consideration & Action

Planning Board Meeting Date: 9/23/2025

A summary of the Planning Board discussion, the adopted Plan Consistency Statement, 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 or during the public hearing:

- None

Town Council Consideration & Action

Zoning Map Amendment Plan Consistency Statement, Statement of Reasonableness, & Zoning Map Amendment Decision

Per NCGS 160D-605, when adopting or rejecting any Zoning Map Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of the proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

Town Council Decision Type: Legislative Decision

Legislative Decision:
Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Staff Recommended Consistency and Reasonableness Statement:

The requested Zoning Map Amendment from 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology Conditional Zoning District, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Business & Industrial, and the proposed substation use further supports future Business & Industrial Uses. The requested rezoning is reasonable and in the public interest because its purpose is to assist town residents and economic development projects in being provided adequate utilities.

Potential Zoning Map Amendment Petition Motion(s)
Adopt Ordinance RZ25-06 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve rezoning.

Planning Board Meeting Date: 9/23/2025

Per NCGS §160D-604(b), all proposed amendments to the Unified Development Ordinance (UDO) or Zoning Map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning 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 land use standards and densities allowed in the proposed zoning district are appropriate for the property and consistent with the Vision of Holly Springs Comprehensive Plan. Technical standards of the Unified Development Ordinance are addressed once a Development Plan or Subdivision Plan is submitted for review.

The Planning Board discussed the following issues and concerns:
- Potential noise impacts to neighbors
- Reason for development
- Potential use by Amgen for BRT portion
- Project review process
- Decision for specific project boundary

Zoning Map Amendment Plan Consistency Statement
Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

The Planning Board adopted the following Plan Consistency Statement (9 - 0)

> The requested Zoning Map Amendment from 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology Conditional Zoning District, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Business & Industrial, and the proposed substation use further supports future Business & Industrial Uses. The requested rezoning is reasonable and in the public interest because its purpose is to assist town residents and economic development projects in being provided adequate utilities.

Those voting against the motion: None

Zoning Map Amendment Petition Motion
The Planning Board recommends the Town Council approve Zoning Map Amendment 25-REZ-04 to change the zoning of 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology, on portions of Wake County PINs 0629624446 and 0629497094 as submitted by McAdams on behalf of Duke Energy Progress.

The Planning Board voted in favor of the recommendation (9 - 0)

Those voting against the motion: None

Ordinance No. RZ25-06
Date Submitted: September 16, 2025
Date Adopted: October 21, 2025

AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP; AND ADOPT THE ZONING MAP AMENDMENT PLAN CONSISTENCY STATEMENT & STATEMENT OF REASONABLENESS REQUIRED BY NORTH CAROLINA GENERAL STATUTES 160D-605

WHEREAS, the Town of Holly Springs Town Council adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan in November 2007; and

WHEREAS, the Town of Holly Springs Town Council has maintained and updated Vision Holly Springs: Town of Holly Springs Comprehensive Plan by adopting Section 1: Land Use & Character Plan in 2019; Section 2: Comprehensive Transportation Plan in 2022, and Section 3: Parks, Recreation and Greenways Master Plan in 2021; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology, for portions of Wake County PINs 0629497094 and 0629624446; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Business & Industrial and Natural Area; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on September 16, 2025 to consider the proposed changes to the Official Zoning Map; and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on September 23, 2025 and recommended approval by a vote of 9-0; and

SUPPORTING APPROVAL
(This portion to be removed if vote to Deny)

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council adopts the following Zoning Map Amendment Plan Consistency Statement as required by NCGS §160D-605:

The requested Zoning Map Amendment from 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Business & Industrial, and the proposed substation use further supports future Business & Industrial Uses.

WHEREAS, the Town of Holly Springs Town Council adopts the following Statement of Reasonableness as required by as required by NCGS §160D-605:

The requested rezoning is reasonable and in the public interest because its purpose is to assist town residents and economic development projects in being provided adequate utilities.

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the proposed Zoning Map Amendment is **APPROVED,** and the Unified Development Ordinance of the Town is amended as follows:

Amend Unified Development Ordinance Section 1.7 Official Zoning Map with the following rezoning request: 25-REZ-06 to change the zoning of portions of PINs 0629624446 and 0629497094 from RR – Rural Residential to BRT-CD Business & Research Technology Conditional Zoning District and BRT – Business & Research Technology.

The properties are subject to all the conditions listed in the Apex Friendship Road 230kv Substation Rezoning and Development Plan, dated 7/11/2025 by David Revoir.

Part 1:
REPEAL OF CONFLICTING ORDINANCES
All ordinances or parts of the Unified Development Ordinance of the Town of Holly Springs conflicting or inconsistent with the provisions of this rezoning ordinance are hereby repealed.

Part 2:
INCLUSION IN UDO
It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word “Ordinance” may be changed to “Section, or “Article” or other word.

SUPPORTING DENIAL
(This portion to be removed if vote to Approve)

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council adopts the following Zoning Map Amendment Plan Consistency Statement as required by NCGS §160D-605:

The requested Zoning Map Amendment from 45.25 acres from RR-Rural Residential to BRT-CD – Business & Research Technology, and 6.11 acres from RR-Rural Residential to BRT – Business & Research Technology is inconsistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Business & Industrial, and the proposed use does not create or contribute to employment within the Town.

WHEREAS, the Town of Holly Springs Town Council adopts the following Statement of Reasonableness as required by as required by NCGS §160D-605:

The requested rezoning is not reasonable nor in the public interest because it does not add infrastructure to project vicinity where needed by Town residents.

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the that the proposed Zoning Map Amendment is **DENIED**.

Part 3 / Part 1:

SEVERABILITY

If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance, or application of this Ordinance to any one parcel or group of parcels is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance or application of this Ordinance to other parcels and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4 / Part 2:

EFFECTIVE DATE

The provisions of this ordinance shall become effective OCTOBER 21, 2025 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of OCTOBER, 2025.

–

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

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: David Bergmark (Agent for Duke Energy)	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919.361.5000	E-Mail: bergmark@mcadamsco.com
Design Professional	
Name: David Revoir	Company: Appian Consulting Engineers, PA
Mailing Address: 2317 Professional Drive/ PO Box 7966	
City, State, Zip: Rocky Mount, NC 27804	
Telephone: 252-972-7703	E-Mail: drevoir@appianengineers.com
Developer	
Name: Wayne Nicholas	Company: Duke Energy Progress, LLC
Mailing Address: 411 Fayettville Street	
City, State, Zip: Raleigh, NC 27601	
Telephone: 919.546.2191	E-Mail: wayne.nicholas@duke-energy.com
Attorney	
Name: Amy Crout	Company: Smith Anderson
Mailing Address: 150 Fayettville Street, Suite 2300	
City, State, Zip: Raleigh, NC 27601	
Telephone: 919.821.6694	E-Mail: acrout@smithlaw.com
Landscape Architect	
Name: Graham Smith	Company: Site Collaborative
Mailing Address: 1620 Hillsborough Street	
City, State, Zip: Raleigh, NC 27605	
Telephone: 919.805.3586	E-Mail: graham@sitecollaborative.com
Financially Responsible Party (REQUIRED)	
Name: McAdams Accounting Department	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919.361.5000	E-Mail: Accounting@mcadamsco.com
Property Owner (REQUIRED)	
Name: Duke Energy Progress Inc (ATTN: Wayne Nicholas)	Company: Duke Energy Progress, LLC
Mailing Address: 550 S Tryon Street	
City, State, Zip: Charlotte, NC 28202-4200	
Telephone: 919.546.2191	E-Mail: wayne.nicholas@duke-energy.com

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

PETITION TYPE – each request must be a separate application in the Portal	
☑	Zoning Map Change – General Use District
☑	Zoning Map Change – Conditional Zoning District ☑ Option 1 Plan: Development Plan or Subdivision Plan (Preliminary Plat) ☐ Option 2 Plan: Master Plan
☐	Comprehensive Plan Amendment ☐ Text Amendment ☐ Future Land Use Map Amendment ☐ Small Area Plan Map Amendment
☐	UDO Text Amendment – UDO Section:

PROJECT INFORMATION https://www.hollyspringsnc.gov/742/Maps	
Project Name	Duke Energy Progress Apex Friendship Road 230kV Substation
Project Location *Use street address. If none, use closest intersection*	4113 Deer Path Rd & 0 Deer Path Rd (portion of both parcels)
	☐Within Corporate Limits ☑ Within Holly Springs ETJ ☑ Pending Annexation
PIN(s)	0629-62-4446 & 0629-49-7094 (portion of both parcels)
Real Estate ID	0110325 & 0489846 (portion of both parcels)
Project Acreage	51.36 acres (total acreage) Partial Parcel? ☑ Yes ☐ No
Current Zoning	RR: Rural Residential
Proposed Zoning	BRT (6.11 acres) & BRT-CD (45.25 acres) - legal descriptions & survey for both areas attached
Current Future Land Use Designation	Business & Industrial and Natural Area
Proposed Future Land Use Designation	No change
Small Area Plan Designation *(if applicable)*	Not applicable
Special Study Scoping Meeting Dates	Not required
Sketch Plan Review *(pre-submittal)* Meeting Date:	3/20/2025
Neighborhood Meeting Date:	1/29/2025

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: 4/22/25

PLAN CONSISTENCY STATEMENT

Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.
You must respond to each section. Please use additional sheets as needed.

PLAN CONSISTENCY STATEMENT

In accordance with NCGS §160D-605 when adopting or rejecting any Zoning Map Amendment or UDO Text Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of a proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

Please provide detailed documentation to assist the Council in making their determination.

EXECUTIVE SUMMARY

Please see attachment.

SECTION 1: LAND USE & CHARACTER

Please see attachment.

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

Please see attachment.

SECTION 3: PARKS, RECREATION

Please see attachment.

SECTION 4: COMMUNITY FACILITIES

Please see attachment.

SECTION 5: INFRASTRUCTURE & UTILITIES

Please see attachment.

SECTION 8: NATURAL RESOURCES

Please see attachment.

STATEMENT OF REASONABLENESS

Please see attachment.

PUBLIC BENEFITS STATEMENT

A written statement that demonstrates how the proposed Project provides sufficient benefits to the general public. Public benefit may include:

1. Infrastructure improvements such as improvements to existing Streets, intersections, medians, Sidewalks, greenways, sidepaths, pedestrian crossings, and public utilities.
2. Publicly accessible Open Space such as Parks and Playgrounds, dog parks, Urban Civic Spaces, Plazas, Squares, public art, and similar outdoor amenities.
3. Sustainable design and/or architecture such as adaptive reuse of existing buildings, preservation of significant on-site environmental features, on-site renewable energy generation, compliance with established standards such as Leadership in Energy and Environmental Design (LEED), Energy Star, Earthcraft, etc., or other actions that further sustainability of the project.
4. Additional public benefits not listed above may be considered by the decision-making body.

Please see attachment.

Apex Friendship Rezoning – **Plan Consistency Statement**

Executive Summary:

The requested conditional district rezoning provides a context sensitive solution to continue the reliable and safe provision of electricity to the Holly Springs community. The scale and impact of the proposed substation will not cause negative impacts to surrounding properties, rights-of-way, or sensitive environmental resources. The proposed use will not add to traffic on surrounding roads and will not require Town water and sewer service. The request is consistent with the Future Land Use Plan and Comprehensive Plan overall and is otherwise reasonable and in the public interest.

Section 1: Land Use & Character

The subject site is designated Business & Industrial and Natural Area on the Future Land Use Plan.

Business & Industrial areas are intended to support large and small office and industrial buildings, serving as major employment clusters for the Town. These uses are typically more intense and are significantly buffered from surrounding properties. The use proposed through this conditional district rezoning request (electric substation) is re-establishing a previously operating utility (electric substation) in this location that will be improved and updated to provide reliable electricity to the large manufacturing facilities newly developed and developing in the northwest portion of Town. As shown on the Site Plan associated with this rezoning, the proposed substation will be significantly screened from surrounding properties by existing vegetation, consistent with the form and character of the screening for existing industrial uses in the area.

Part of the subject site is designated Natural Area – this designation follows the eastern boundary of the site, following the Little White Oak Creek and its surrounding flood plain. As shown on the associated Site Plan (and therefore a condition of this rezoning) the substation is proposed to be located out of the floodplain and the surrounding natural area is intended to remain undisturbed. This is consistent with the intent of the Natural Area future land use designation, which is described in the Comprehensive Plan as remaining undeveloped and reserved for preservation.

Section 2: Comprehensive Transportation Plan

The Comprehensive Transportation Plan provides two main policy pillars for responsible and thoughtful growth of Holly Springs' transportation network: the traffic study policy and streetscape design policy. The Comprehensive Transportation Plan does not propose any new street connections, road widening, improved intersections, or multimodal

connections through the subject site. In accordance with the adopted policy, a Traffic Impact Analysis will not be required for this future development, as it will very rarely generate vehicle trips. Typical substation traffic involves a monthly trip for maintenance.

The site is located on the edge of Holly Springs' jurisdiction, along US Highway 1. Sufficient access to a public street is provided to serve the site; however, the electric substation use will not require a high number of daily trips. For safety reasons, it is preferable to locate essential private infrastructure further away from highly connected activity centers. This unique use scenario creates a unique transportation planning scenario, where it is best for this site and use to remain relatively disconnected from high access connectivity hubs.

Section 3: Parks, Recreation

The Parks Recreation and Greenways Master Plan does not show any proposed greenways or park search areas within or around the subject site. The preservation of natural area along the eastern site boundary (consistent with the Future Land Use Plan) fulfills an important role in the protection of water quality, tree canopy, and habitat for plants and animals for the Town of Holly Springs at large. The Little White Oak Creek flows into Harris Lake, which is a major recreational area for Holly Springs residents and the region. The upstream protection of tributary waters helps to ensure the health and longevity of Harris Lake, ensuring the park continues to serve as a beloved recreation space for the community.

Section 4: Community Facilities

The Community Facilities Plan does identify any plans for the subject site.

Section 5: Infrastructure & Utilities

The subject site is on the edge of Holly Springs' planning jurisdiction and on the edge of the Town's long-range plans for water and sewer service. Town utilities are not extended to the site. The unique use as an electric substation does not require any water or sewer service.

Section 8: Natural Resources

The subject site is within the Cape Fear River Basin. The Little White Oak Creek, one of the major streams feeding into Harris Lake, tracks along the eastern boundary of the site. The stream is surrounded by FEMA flood hazard area (floodplain). Wetlands branch off the stream and extend along the western boundary of the site as well.

The proposed use has minimal impacts to the natural environment – with minimal impervious area and virtually no vehicular traffic. Per the associated site plan, which is a condition of this rezoning, the substation will remain outside of the floodplain and

wetlands area to the greatest extent possible. Disturbance to these sensitive environmental areas will be limited to what is necessary for access and utility easements, as well as clearing of dangerous tree zones which have the potential to disrupt electrical power lines. Sensitive/Low Impact clearing zones are marked with special hatching on the Overall Demolition Plan.

Statement of Reasonableness:

The rezoning request is consistent with the Future Land Use Plan and the Comprehensive Plan. The request is reasonable and in the public interest as it will allow for the continued use of the site as an electric substation and continue to provide essential electrical service to the growing community of Holly Springs. The request will not cause adverse impacts to the surrounding properties or public rights-of-way and will protect sensitive environmental areas to the greatest extent possible. The request will not place any impact on the Town's water and sewer facilities and will produce very minimal impact on the surrounding roadways.

Public Benefits Statement:

The rezoning request will allow for the continued use of the site as an electric substation, providing essential electricity infrastructure for the benefit of the public. The Town of Holly Springs and the surrounding region continue to grow at a rapid pace, and the demand for electricity increases with this growth. Improvements to the electric substation will allow for the safe and reliable provision of electrical service to the community.

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.

Notification of Owners:

1. The Petitioner (or agent) shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the petition within a 500' radius of the subject property. Mailing notices shall include surrounding property owners and property owner's association (or equivalent), and the Town of Holly Springs (Attn: Development Services). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to all addresses of the property itself, including apartment or suite addresses.
2. The notice shall include the date, time and location of the Neighborhood Meeting, the name of the Petitioner and the location of the proposed request (address, tax property, identification number or metes and bounds description), and an explanation of the nature of the request.
3. The notice shall be mailed not less than ten (10) days nor more than twenty-five (25) days before the date of the Neighborhood Meeting.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	January 29th, 2025
Meeting Time:	6:00PM - 7:00PM
Meeting Location:	Harris Energy & Environmental Center, 3932 New Hill Holleman Road, New Hill, NC 27562

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:

There were no meeting attendees.

Changes made to the Petition as a result of the meeting:

None (due to the lack of attendees and therefore the lack of any feedback to respond to)

Additional attachments required:

- A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- A copy of the signed attendance list that includes the names and addresses of those in attendance.
- A copy of the mailed notice.

Preparer's Signature: Chris Neil Date: 4/17/2025

SUMMARY OF NEIGHBORHOOD MEETING

A neighborhood meeting was held on January 29, 2025 to discuss a potential rezoning of approximately 50-acre portion of property located at Deer Path Road, Holly Springs, NC 27539 (portions of PINs 0629624446 and 0629497094) (the "Property").

The neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Harris Energy & Environmental Center, 3932 New Hill Holleman Road, New Hill, NC 27562.

As required by the Town's Unified Development Ordinance, the applicant mailed notice of the meeting to property owners within a five hundred (500) foot radius of the subject site. The notice letter and mailing list are attached to this summary.

No neighbors attended the neighborhood meeting.

Transmission – Public Engagement
NCRH 05 | 410 South Wilmington Street
Raleigh, NC 27601
duke-energy.com

January 16, 2025

Proposed Rezoning of an approximately 50-acre portion of property located at Deer Path Road, Holly Springs, NC 27539 (portions of PINs 0629624446 and 0629497094) (the "Property")

Dear Neighbor,

Duke Energy is committed to providing our customers with safe, reliable and increasingly clean energy. We continually evaluate our network of power lines that serve homes, schools and businesses to determine the best solutions to help meet the region's energy needs. To help keep this commitment, we are seeking to make improvements to the power grid in your area.

We are writing to invite you to a neighborhood meeting to discuss the proposed rezoning of an approximately 50-acre portion of the property located at Deer Path Road in Holly Springs, N.C. The proposed rezoning would rezone an approximately 50-acre portion of the Property located east of Deer Path Road between U.S. 1 and Friendship Road to facilitate the construction of a new Duke Energy substation. The 50-acre portion of the Property proposed to be rezoned is currently zoned Rural Residential (RR) and is proposed to be rezoned to Business & Research Technology (BRT) and BRT Conditiontional Zoning District (BRT-CD). The new substation will increase capacity and help enhance reliability of the power grid in this growing region. A map showing the portion of the Property that Duke Energy proposes to rezone is enclosed.

We invite you to attend a neighbohood meeting
Wednesday, Jan. 29, 2025 | 6-7 p.m.
Harris Energy & Environmental Center
3932 New Hill Holleman Road
New Hill, NC 27562

You are receiving this letter because you are a resident and/or property owner within approximately 500 feet of the Property requested for rezoning. Prior to submitting the rezoning application, the Town of Holly Springs requires that a neighborhood meeting be held for all property owners, residents, or tenants within 500 feet of the Property requested for rezoning. The purpose of the meeting is to provide an opportunity to learn more about the proposed rezoning from the applicant and ask questions before the application is submitted to the town. After the meeting, we will prepare a report for the Town of Holly Springs Planning Department regarding the items discussed.

While this neighborhood meeting is required by the Town of Holly Springs, Duke Energy is organizing and holding the meeting. Representatives of the town may not attend the meeting. If you have questions for the town regarding the rezoning process, you may contact the town's Development Services department at 919.577.3111 or developmentservices@hollyspringsnc.gov.

©2025 Duke Energy Corporation 250089 1/25

If you have questions, feel free to reach out to us at **919.821.6778** or by email at **tcoleman@smithlaw.com**. Please include the project name (noted above), your name, property address and a phone number where we may reach you.

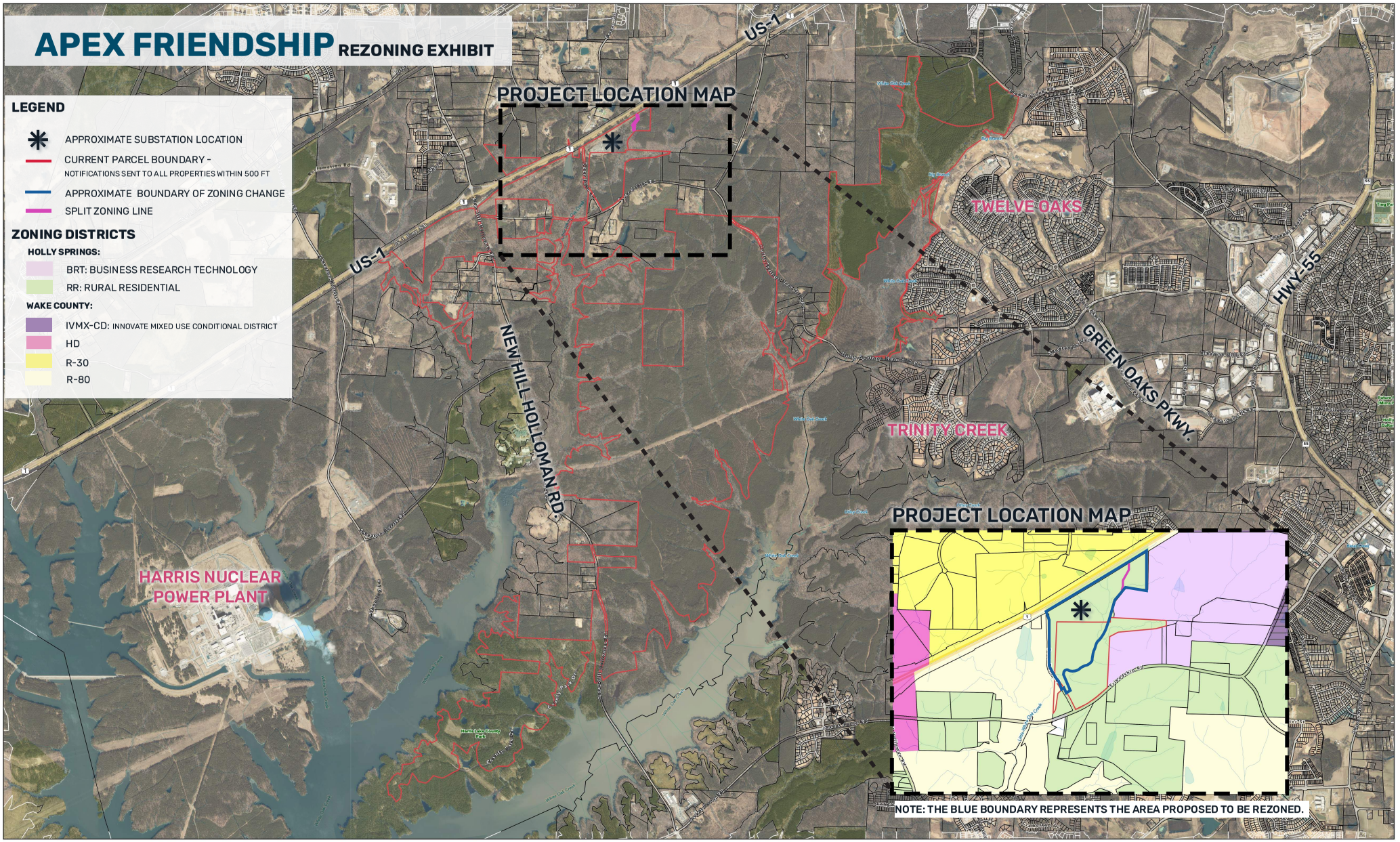
Thank you in advance for your patience as we work to serve the region's energy needs.

Sincerely,

Duke Energy
Public Engagement

Enclosure

APEX FRIENDSHIP REZONING EXHIBIT



LEGEND

- APPROXIMATE SUBSTATION LOCATION
- CURRENT PARCEL BOUNDARY - NOTIFICATIONS SENT TO ALL PROPERTIES WITHIN 500 FT
- APPROXIMATE BOUNDARY OF ZONING CHANGE
- SPLIT ZONING LINE

ZONING DISTRICTS

HOLLY SPRINGS:

- BRT: BUSINESS RESEARCH TECHNOLOGY
- RR: RURAL RESIDENTIAL

WAKE COUNTY:

- IVMX-CD: INNOVATE MIXED USE CONDITIONAL DISTRICT
- HD
- R-30
- R-80

PREPARED FOR:
DKE

APEX FRIENDSHIP REZONING EXHIBIT
HOLLY SPRINGS, NORTH CAROLINA

SCALE: 1" = 1,200'

01
01. 09. 2025

©Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION

REZONING AND DEVELOPMENT PLAN

4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.

DEP PROJ# E22040101

Town of Holly Springs Project#: 25-REZ-04/ PLRZ202500100

ACE JN 24-010 – DUKE ENERGY PROGRESS – DEP APEX FRIENDSHIP ROAD 230KV SUBSTATION

SITE DATA TABLE

PROJECT NAME:	DUKE ENERGY PROGRESS APEX FRIENDSHIP ROAD 230 KV SUBSTATION
SITE ADDRESS:	4113 DEER PATH ROAD
PLANNING JURISDICTION:	HOLLY SPRINGS
WAKE COUNTY PIN: (TBD)	0629-62-4446, 0629-49-7094
CONDITIONAL ZONING/ SITE ACREAGE:	45.25 AC (COMPRISED OF 43.23 AC W/I NEW PARCEL AND 2.02 AC W/I ROW TO BE ABANDONED)
DEED BOOK AND PAGE NUMBER:	TBD
SITE ZONING:	BRT-CD *BUSINESS & RESEARCH TECHNOLOGY CONDITIONAL ZONING DISTRICT*
EXISTING USE:	INFRASTRUCTURE/UTILITIES (MAJOR): PUBLIC UTILITY SUBSTATION
MIN. SETBACKS (BRT-CD):	FRONT: 30' SIDE: 5' REAR: 5' US1 THOROUGHFARE SETBACK: 100' PERIMETER BUFFER: 50'
PROPOSED USE:	INFRASTRUCTURE/UTILITIES (MAJOR): PUBLIC UTILITY SUBSTATION
EXISTING BUILDING:	N/A
PROPOSED BUILDING:	N/A
PARKING:	NONE
PROPOSED SEWER FLOW:	N/A
AREA TO BE DISTURBED:	29.8 AC±
AREA TO REMAIN WOODED (UNDISTURBED):	15.4 AC± (34%)
OPEN SPACE:	8.88 AC± (19.6%) *(SEE TREE PRESERVATION PLAN) (NOT INCLUDING TRANSMISSION ROW)*
EXISTING IMPERVIOUS AREA:	2.32 AC± (5.3%)
POST-DEVELOPED IMPERVIOUS AREA:	4.60 AC± (10.4%)
WATERSHED:	LITTLE WHITE OAK CRK/ CAPE FEAR RIVER

PROJECT CONTACTS

LANDOWNER	DUKE ENERGY PROGRESS, LLC (DEP) 411 FAYETTEVILLE STREET RALEIGH, NC 27601 919.546.6123
DEP PROJECT MANAGER	DUKE ENERGY PROGRESS, LLC (DEP) NATHAN ANDERSON 919.592.7281
DEP PROJECT ENGINEER	DUKE ENERGY PROGRESS, LLC (DEP) BETH STEFFENS, PE 919.923.2306
ENTITLEMENT CONSULTANT	MCADAMS DAVID BERGMARK, AICP 919.361.5000
CIVIL ENGINEER	APPIAN CONSULTING ENGINEERS, PA DAVID C. REVOIR, PE 252.972.7703
SURVEYOR	MCADAMS CONNOR STEARNS, PLS 919.361.5000
GEOTECHNICAL ENGINEER	S&ME, INC. KEITH BROWN, PE 919.872.2660
LANDSCAPE ARCHITECT	SITE COLLABORATIVE, INC. GRAHAM SMITH, ASLA 919.805.3586

DESIGN AND ZONING CONDITIONS SUMMARY TABLE

Last Revised 4/15/25

1. The Conditional Zoning request applies to a 45.25-acre portion of two parcels identified by PIN# 0629-62-4446 and PIN# 0629-49-7094, as identified on the Conditional Zoning District Permit and Development Plan. Nothing in this application shall restrict the use of the remaining portions of these parcels located outside of the proposed conditional zoning district boundary. An exempt plat has also been submitted to create a new parcel (+/- 51.36 acres) to include the proposed conditional zoning district, as well as a +/- 6.11-acre piece of land which is proposed to be rezoned to the BRT zoning district without any associated conditions for future recombination with the Amgen property to the east. Any changes in PIN #s or parcel boundaries will not negate this conditional zoning approval, as the legal description of the conditional district boundary will prevail.
2. To accommodate a planned road closure request for a portion of Deer Path Rd, the subject property shall be exempt from any minimum lot frontage requirement, so long as the property maintains access to the stub of Deer Path Rd.
3. The proposed substation may be enclosed by an 8' chain link security fence (7' chain link with 1' barbed wire). The barbed wire portion may be angled outward (rather than spiral) in design. This fencing shall not be located within 150' of any property boundary. The security fencing will be exempt from a Type C buffer requirement.
4. No perimeter buffer requirement shall apply within any existing or proposed utility easement or within any danger tree zone as identified on the associated Development Plan.
5. No perimeter buffer will be required along the western property boundary (along the existing Deer Path Rd ROW - to be abandoned but retained for use as a gravel drive and means of access).

TOWN OF HOLLY SPRINGS DEVELOPMENT PLAN NOTES

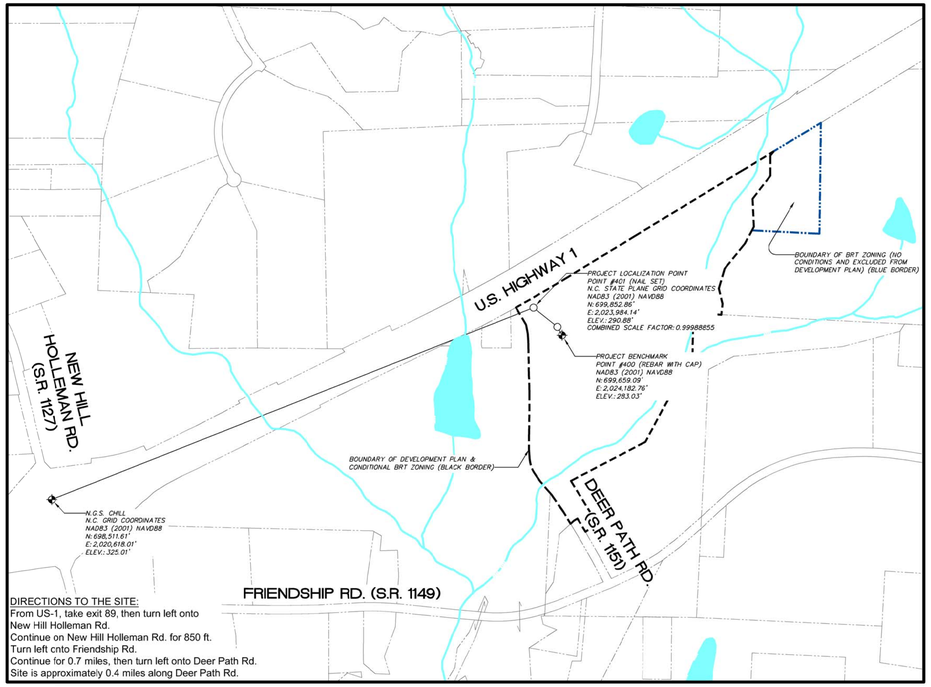
Last revised 7/30/24

1. All construction shall conform to Town of Holly Springs engineering design and construction standards.
2. Construction drawing approval is required before construction on this property may begin. Development fees are due before construction drawing approval. Plan is subject to revisions during Construction Drawing Approval Process.
3. The Town of Holly Springs has installed a local geodetic monumentation grid, tied to NAD83, within and surrounding the Town limits. All surveyed information (when any portion of the project in design is within 2000 feet of the Town's geodetic monument) shall reference the nearest monument and shall be clearly noted on the first sheet of construction plans and as-builts submitted to the Town.
4. The Town will enforce requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality by enforcement of the "Illicit Discharge Detection and Elimination Regulations," Chapter 8, Article IV of the Holly Springs Code of Ordinances, Attachment 2.
5. Proposed KNOX BOX to meet Town of Holly Springs requirements. Contractor to coordinate with Wayne Strickland, Assistant Fire Chief, 919.567.4002

This project shall be constructed in accordance with the following plans, and the adopted Engineering Design and Construction Standards of the Town of Holly Springs. These plans were prepared in conformance with the approved preliminary plan approved by the Town. Furthermore, the engineer whose seal and signature appear below this certifies that the Town of Holly Springs Engineering Design and Construction and Standards have been thoroughly reviewed for applicability to this particular project. These plans were prepared using survey grade data in all areas where work is being proposed including utility crossings and other environmentally sensitive areas. Any proposed exceptions or deviations from either the standards and/or from the approved preliminary plan are listed below:

1. _____
2. _____
3. _____

Date: 07/11/2025



DIRECTIONS TO THE SITE:
From US-1, take exit 89, then turn left onto New Hill Holleman Rd.
Continue on New Hill Holleman Rd. for 850 ft.
Turn left onto Friendship Rd.
Continue for 0.7 miles, then turn left onto Deer Path Rd.
Site is approximately 0.4 miles along Deer Path Rd.

VICINITY MAP
SCALE: 1" = 500'

LATITUDE: 35.67299747
LONGITUDE: -78.91783340

SHEET INDEX

COVER	84437	SHT	C001	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 1	84437	SHT	C002	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 2	84437	SHT	C003	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 3	84437	SHT	C004	OF	48
TOPOGRAPHIC SURVEY (BY OTHERS) SHEET 4	84437	SHT	C005	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 5	84437	SHT	C006	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 6	84437	SHT	C007	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 7	84437	SHT	C008	OF	48
PROPOSED ZONING BOUNDARY (BY OTHERS) SHEET 8	84437	SHT	C009	OF	48
OVERALL EXISTING CONDITIONS	84437	SHT	C100	OF	48
OVERALL DEMOLITION PLAN	84437	SHT	C110	OF	48
OVERALL SITE PLAN	84437	SHT	C120	OF	48
OVERALL GRADING PLAN	84437	SHT	C130	OF	48
OVERALL ENVIRONMENTAL IMPACTS	84437	SHT	C140	OF	48
OVERALL EROSION CONTROL PLAN	84437	SHT	C150	OF	48
SUBSTATION DEMOLITION PLAN	84437	SHT	C200	OF	48
SUBSTATION SITE PLAN	84437	SHT	C210	OF	48
SUBSTATION GRADING PLAN	84437	SHT	C220	OF	48
SUBSTATION YARD DRAINAGE PLAN	84437	SHT	C230	OF	48
PLAN AND PROFILE EAST WEST BASELINE	84437	SHT	C300	OF	48
PLAN AND PROFILE NORTH SOUTH BASELINE	84437	SHT	C310	OF	48
PLAN AND PROFILE ENTRANCE DRIVE	84437	SHT	C320	OF	48
PLAN AND PROFILE CREEK CROSSING P100	84437	SHT	C330	OF	48
SUBSTATION EROSION CONTROL PLAN	84437	SHT	C400	OF	48
OVERALL EROSION CONTROL - PHASE I	84437	SHT	C410	OF	48
SUBSTATION EROSION CONTROL - PHASE I	84437	SHT	C411	OF	48
OVERALL EROSION CONTROL - PHASE II	84437	SHT	C420	OF	48
SUBSTATION EROSION CONTROL - PHASE II	84437	SHT	C421	OF	48
OVERALL EROSION CONTROL - PHASE III	84437	SHT	C430	OF	48
SUBSTATION EROSION CONTROL - PHASE III	84437	SHT	C431	OF	48
OVERALL EROSION CONTROL - PHASE IV	84437	SHT	C440	OF	48
SUBSTATION EROSION CONTROL - PHASE IV	84437	SHT	C441	OF	48
OVERALL EROSION CONTROL - PHASE V	84437	SHT	C450	OF	48
SUBSTATION EROSION CONTROL - PHASE V	84437	SHT	C451	OF	48
TRANSMISSION LINE ESC I	84437	SHT	C500	OF	48
TRANSMISSION LINE ESC II	84437	SHT	C510	OF	48
WET DETENTION POND NOTES	84437	SHT	C702	OF	48
OPEN SPACE AND TREE PRESERVATION PLAN (BY OTHERS)	84437	SHT	C800	OF	48
LANDSCAPE PLAN (BY OTHERS)	84437	SHT	C801	OF	48
PLANTING NOTES & DETAILS (BY OTHERS)	84437	SHT	C802	OF	48
EROSION AND SEDIMENT CONTROL NARRATIVE	84437	SHT	C900	OF	48
EROSION CONTROL NOTES	84437	SHT	C901	OF	48
EROSION CONTROL DETAILS	84437	SHT	C902	OF	48
EROSION CONTROL DETAILS	84437	SHT	C903	OF	48
EROSION CONTROL DETAILS	84437	SHT	C904	OF	48
EROSION CONTROL DETAILS	84437	SHT	C905	OF	48
CONSTRUCTION DETAILS	84437	SHT	C910	OF	48
CONSTRUCTION DETAILS	84437	SHT	C911	OF	48
WB 50 EXHIBIT	84437	SHT	C999	OF	48

Final Drawings
Review Purposes ONLY

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

NO.	DATE	REVISION	BY	CK.	APP.

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
COVER

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: N/A	CHK. David Revoir	TASK	–
DRAWN: Jacob Sheffield	APP –	DEP DWG NO:	84437
DATE: 07/11/2025	ACE J.N.: 24-010	SHEET C001	OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Holly Springs\CADD\C-1.dwg COD:> 07/11/2025 - 9:22:42 AM Plotted by: Dines

I, CONNOR J. STEARNS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.017' (HORIZONTAL) AND 0.033' (VERTICAL); AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 9TH DAY OF APRIL, A.D., 2024.

CONNOR J. STEARNS, PROFESSIONAL LAND SURVEYOR L-5469

NORTH CAROLINA PROFESSIONAL SEAL L-5469 LAND SURVEYOR CONNOR J. STEARNS

4/9/24

I, CONNOR J. STEARNS, 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 0.017' VERTICAL 0.033'
(3) TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK (VRS)
(4) DATES OF SURVEY: FEBRUARY 27, 2024
(5) DATUM/EPOCH: NAD83 (2001)
(6) PUBLISHED/FIXED-CONTROL USE: N.G.S. MONUMENTS "CHILL" AND "CHERYL"
(7) GEOID MODEL: 18
(8) COMBINED GRID FACTOR(S): 0.99988855 (1/X = 1.00011146)
(9) UNITS: U.S. SURVEY FEET

CONNOR J. STEARNS, PLS L-5469 4/9/24 DATE

I, CONNOR J. STEARNS, 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 FEBRUARY 27, 2024; THAT THE SURVEY WAS COMPLETED ON APRIL 8, 2024; THAT CONTOURS SHOWN AS [BROKEN LINES] MAY MEET THE STATED STANDARD; AND, ALL COORDINATES ARE BASED ON NAD 83 AND REALIZATION (2011) AND ALL ELEVATIONS ARE BASED ON NAVD88.

CONNOR J. STEARNS, PLS L-5469 4/9/24 DATE

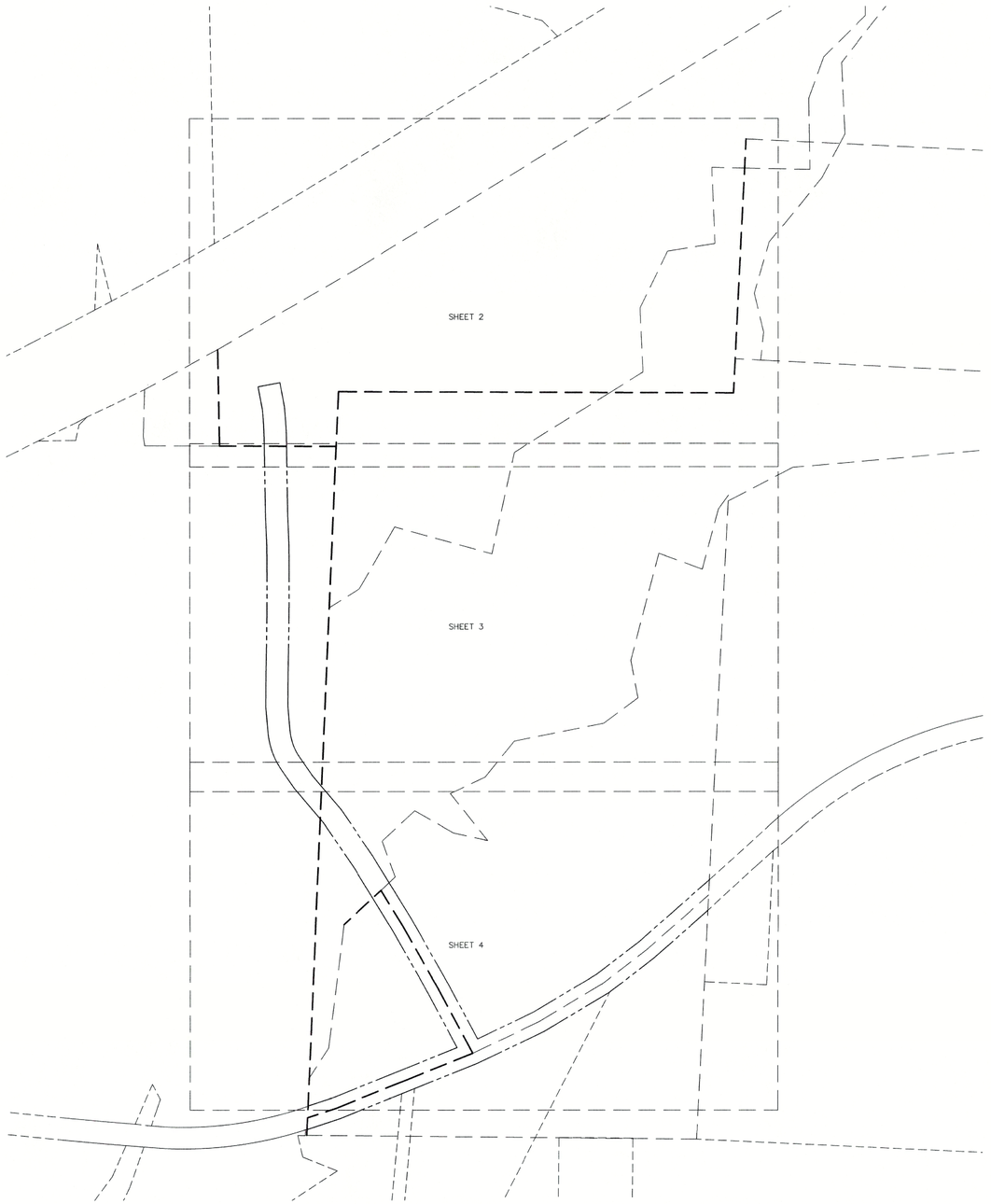
TESTED 0.114 FEET NON-VEGETATED VERTICAL ACCURACY (NVA) AT 95 PERCENT CONFIDENCE LEVEL IN ALL OPEN AND NON-VEGETATED LAND COVER CATEGORIES COMBINED USING RMSEZ (0.058) X 1.96. COMPILED TO MEET 0.50 FEET VERTICAL ACCURACY AT 95% CONFIDENCE LEVEL.

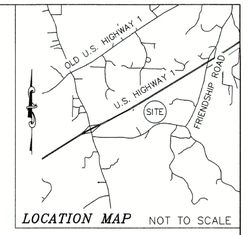
STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY NC REAL TIME KINETIC (VRS) GPS METHOD, AND WERE BASED ON NGS MONUMENTS "CHILL" AND "CHERYL", AND THE DATUM IS NAD 83 (2001). THE PROJECT COMBINED FACTOR = 0.99988855 (1/X=1.00011146)
PROJECT COORDINATES ARE LOCALIZED ON PT #401 (NAIL SET) AND HAVE A STATE PLANE VALUE OF OF N:699,852.86' AND E:2,023,984.14'.
VERTICAL DATUM BASED ON NAVD88.

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND. THIS IS A TOPOGRAPHIC AND SUBSTATION SURVEY.
2. SURVEYED AND MAPPED FOR: DUKE ENERGY PROGRESS, LLC
3. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83 (2001).
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. ZONING: R-80 (WAKE COUNTY) AND RR (HOLLY SPRINGS) PER WAKE COUNTY GIS.
6. AREA BY COORDINATE COMPUTATION.
7. FLOOD NOTE: THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONES "X," "X, 1% FUTURE CONDITIONS," AND "AE" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720062800K DATED 07/19/2022 AND #3720072000K DATED 07/19/2022.
8. REFERENCES: AS SHOWN
9. 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.
10. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. PROPERTY SUBJECT TO ANY VALID AND ENFORCEABLE EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.
11. ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88.
12. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THE SURVEY.
13. PROPERTY CORNER PIPE SIZES AS SHOWN ARE NOMINAL INSIDE DIAMETER.

NOT TO SCALE





LOCATION MAP NOT TO SCALE

LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
- POWER/UTILITY POLE
- TELEPHONE BOX
- GAS TEST STATION
- BOLLARD
- SIGN
- RIGHT OF WAY LINE
- SURVEY LINE
- BOUNDARY LINE
- SUBSTATION BASELINE
- ADJOINER LINE
- ADJOINER GIS LINE
- FENCE
- GG GROUNDING GRID LINE
- (GG) GROUNDING GRID LINE PER RECORD
- (FO) FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- G GAS LINE
- UE UNDERGROUND ELECTRIC LINE
- FO UNDERGROUND FIBER OPTIC CABLE
- UNK UNKNOWN UTILITY
- UT UNDERGROUND TELEPHONE CABLE
- SD UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
- ZONE "AE"
- ZONE X 1% FUTURE CONDITIONS
- RIP RAP

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
B.M.	BOOK OF MAPS
PG.	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
DWG. NO.	DRAWING NUMBER
STA	STATION
EIP	EXISTING IRON PIPE
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE
DI	DROP INLET
CMP	CORRUGATED METAL PIPE
N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

SITE: 107838 FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437 SHEET 1 OF 4

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
TOPOGRAPHIC AND SUBSTATION SURVEY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.
BOOK:
DATE: 4/9/24
SCALE: N.T.S.
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017'(H); 0.033'(V)
LAND UNIT: 0000000
MAP: 107838_BTU_NEWSUB_040924

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

DUKE ENERGY®
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

STR	TOC/STR	GRND	STR	TOC/STR	GRND	STR	TOC/STR	GRND	STR	TOC/STR	GRND	STR	TOC/STR	GRND	STR	TOC/STR	GRND
A	283.93	282.85	AA	283.83	282.88	BA	283.75	283.21	CA	283.83	283.39	DA	283.77	283.01			
B	283.86	282.87	AB	283.87	282.88	BB	283.89	283.26	CB	283.89	283.14	DB	283.73	283.11			
C	283.84	282.77	AC	283.90	283.20	BC	283.85	283.18	CC	--	--	DC	283.82	283.05			
D	283.88	282.85	AD	283.98	283.00	BD	283.84	283.16	CD	283.77	283.38	DD	284.01	282.95			
E	283.88	282.76	AE	283.91	283.04	BE	283.79	283.18	CE	283.75	283.39						
F	283.89	282.77	AF	283.84	282.96	BF	283.83	283.34	CF	283.76	283.21						
G	283.87	282.82	AG	283.88	283.00	BG	283.93	283.39	CG	283.84	283.20						
H	283.78	282.76	AH	283.86	283.35	BH	283.84	283.21	CH	283.84	283.19						
I	283.91	282.83	AI	283.94	283.20	BI	283.80	283.26	CI	283.77	283.17						
J	283.83	282.81	AJ	283.91	282.98	BJ	283.75	283.50	CJ	283.81	283.08						
K	283.87	282.82	AK	283.93	283.09	BK	283.86	283.50	CK	283.78	282.99						
L	283.84	282.80	AL	283.88	283.36	BL	283.81	283.43	CL	283.73	283.05						
M	283.85	282.85	AM	283.82	283.05	BM	283.80	283.45	CM	283.84	283.07						
N	283.97	282.88	AN	283.85	283.03	BN	283.81	283.46	CN	283.78	283.13						
O	283.90	282.85	AO	283.82	283.12	BO	283.78	283.44	CO	283.70	283.01						
P	283.87	282.96	AP	283.85	283.17	BP	283.79	283.40	CP	283.81	282.89						
Q	283.90	282.85	AQ	283.90	283.14	BQ	283.83	283.26	CQ	283.75	283.04						
R	283.92	282.91	AR	283.82	283.09	BR	283.80	283.32	CR	283.75	283.24						
S	283.86	282.83	AS	283.77	283.26	BS	283.83	283.60	CS	283.75	282.88						
T	283.89	282.86	AT	283.80	283.34	BT	283.86	283.57	CT	283.77	282.84						
U	283.83	282.96	AU	283.79	283.25	BU	283.85	283.44	CU	283.83	283.19						
V	283.80	282.97	AV	283.82	283.17	BV	283.92	283.46	CV	283.85	283.17						
W	283.89	283.00	AW	283.94	283.18	BW	283.82	283.34	CW	283.83	283.17						
X	283.90	283.03	AX	283.93	283.22	BX	283.82	283.47	CX	283.86	282.98						
Y	283.74	283.03	AY	283.87	283.21	BY	283.83	283.36	CY	283.85	283.08						
Z	283.75	282.87	AZ	283.83	283.25	BZ	283.89	283.38	CZ	283.81	282.87						

N.C. GRID NAD83 (2001)

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
- POWER/UTILITY POLE
- TELEPHONE BOX
- GAS TEST STATION
- BOLLARD
- SIGN
- RIGHT OF WAY LINE
- SURVEY LINE
- BOUNDARY LINE
- SUBSTATION BASELINE
- ADJOINER LINE
- ADJOINER GIS LINE
- FENCE
- GROUNDING GRID LINE
- GROUNDING GRID LINE PER RECORD
- FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
- ZONE "AE"
- ZONE X 1% FUTURE CONDITIONS
- RIP RAP

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
B.M.	BOOK OF MAPS
PG.	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
DWG. NO.	DRAWING NUMBER
STA	STATION
EIP	EXISTING IRON PIPE
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE
DI	DROP INLET
CMP	CORRUGATED METAL PIPE
N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

U.S. HIGHWAY 1
VARIABLE WIDTH CONTROLLED ACCESS RIGHT OF WAY
B.M. 1996, PG. 393

P.I. STR 242-2
THREE-POLE STRUCTURE

P.I. STR 242-1
THREE-POLE STRUCTURE

STR 242
H-FRAME

DIRT PATH

WOODED

1% ANNUAL CHANCE FLOOD BOUNDARY PER FEMA FIRM PANEL #3720072000K DATED 07/19/2022

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

S 02°48'15" W 691.09'

ZONE "AE"

HARRIS PLANT 260' CONTOUR

DI
TOP=282.79'
4" PVC=281.44'
UNABLE TO ACCESS OIL SEPARATOR AT TIME OF SURVEY

GRAVEL BERM

GRAVEL

STR 243
H-FRAME

SURVEY LINE
HARRIS PLANT - CARY REGENCY PARK

E.O.I.

WALL

SUPPLIES

GRAVEL

N-S BASELINE
N 00°31'57" E

E-W BASELINE
S 23°26'03" E

APEX US-1 230kV SUBSTATION DECOMMISSIONED

7FT SUBSTATION FENCE

CABLE TRENCH

CONTROL BUILDING
FFE=278.51

GRAVEL

SUPPLIES

TRAILER

CONDUITS

SUBSTATION CROSSES BOUNDARY LINE

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
RECOMBINATION SURVEY FOR
HELIX VENTURES, LLC
D.B. 15289, PG. 2437
D.B. 2086, PG. 549
B.M. 2021, PG. 1935
DWG. NO.: L-D-2227
P.I.N.: 0629-49-7094
0 DEER PATH ROAD

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
SURVEY FOR ETHEL W. CURTIS
D.B. 15289, PG. 2437
D.B. 7082, PG. 398
B.M. 1996, PG. 393
P.I.N.: 0629-39-7638
0 U.S. HWY. 1

STR 244
H-FRAME

N.G.S. "CHERYL"

PROJECT LOCALIZATION POINT
POINT #401 (NAIL SET)
N.C. STATE PLANE GRID COORDINATES
NAD83 (2001) NAVD88
N: 699,852.86'
E: 2,023,984.14'
ELEV.: 290.88'
COMBINED SCALE FACTOR: 0.99988855

N.G.S. CHILL
N.C. GRID COORDINATES
NAD83 (2001) NAVD88
N: 698,511.61'
E: 2,020,618.01'
ELEV.: 325.01'

S 15°02'54" W 4104.17' (GRID) 4104.65' (GROUND)

N 68°16'32" E 3623.57' (GRID) 3623.97' (GROUND)

EIP ON LINE

2.08'

OPEN

WOODED

S 50°50'40" E 213.56'

DEER PATH ROAD - N.C.S.R. 1151
60' PUBLIC RIGHT OF WAY
APPROXIMATE LOCATION BASED ON DIGITIZED CENTERLINE OF GRAVEL ROAD FROM AERIAL IMAGERY
DWG. NOS.: L-D-2227

EIP

N 29°15'09" W 67.54' (TIE)

PROJECT BENCHMARK
POINT #400 (REBAR WITH CAP)
NAD83 (2001) NAVD88
N: 699,659.09'
E: 2,024,182.76'
ELEV.: 283.03'

GATE

24" FES
INVERT=279.26'

736.97'

N 89°47'55" W 1072.50' (TOTAL)

335.53'

EIP WITH CAP AND TAC

15" FES
INVERT=281.33'

15" FES
INVERT=281.36'

15" FES
INVERT=281.36'

15" FES
INVERT=281.46'

24" FES
INVERT=278.04'

15" FES
INVERT=281.47'

15" FES
INVERT=281.59'

N 01°07'54" W 261.85'

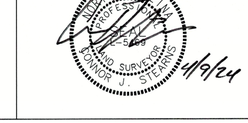
148.69'

N 89°47'55" W 315.39'

EIP 0.31' EAST OF LINE

MATCHLINE - SHEET 2

MATCHLINE - SHEET 3



THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

SITE: 107838 — FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437 — SHEET 2 OF 4

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION

TOPOGRAPHIC AND SUBSTATION SURVEY

DUKE ENERGY PROGRESS

BUCKHORN TOWNSHIP — WAKE COUNTY, N.C.

BOOK:
DATE: 4/9/24
SCALE: 1"=50'
25' 0' 25' 50' 75'
SCALE IN FEET
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017"(H);0.033"(V)

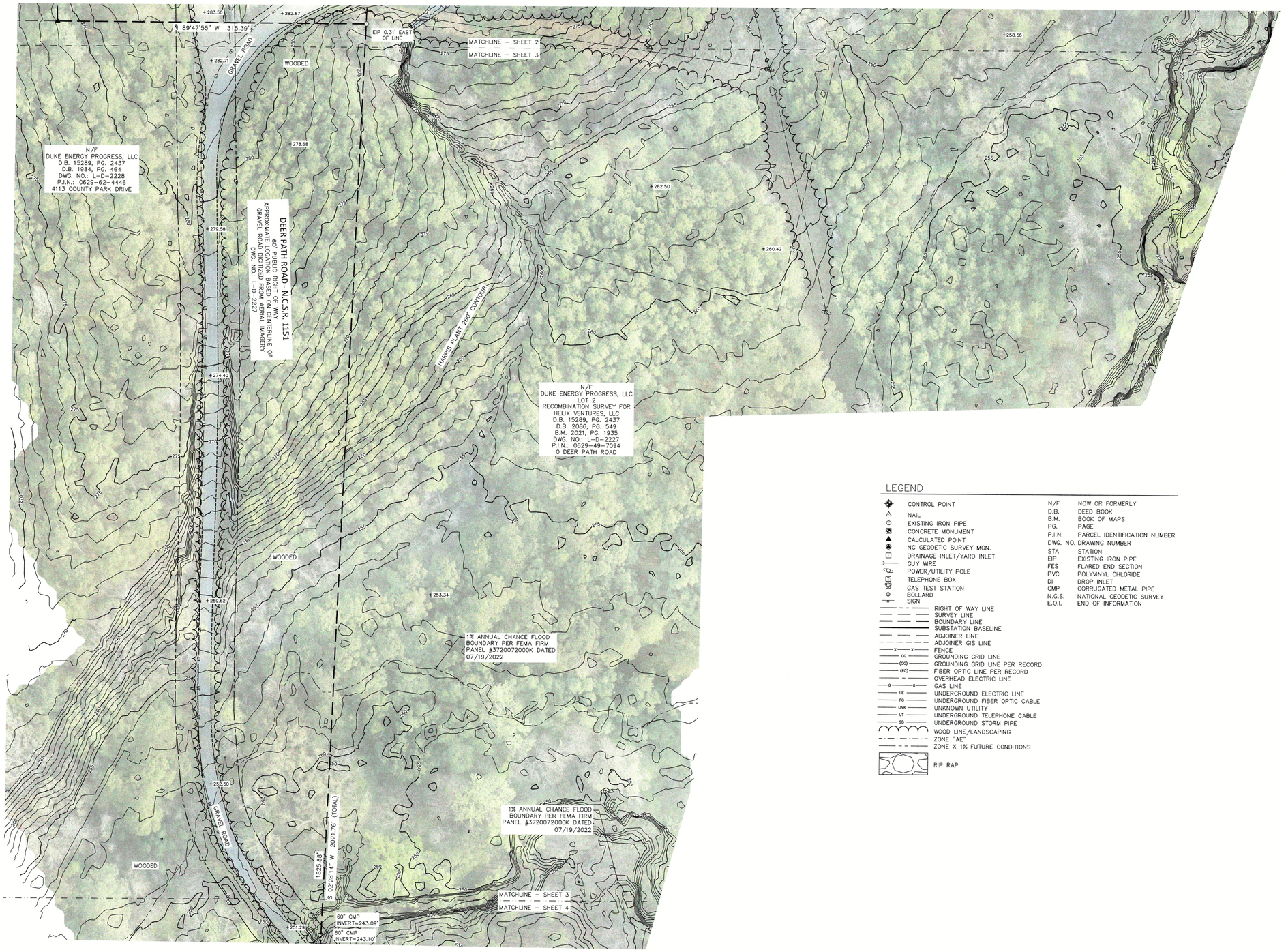
LAND UNIT: 0000000 — MAP: 107838_BTU_NEWSUB_040924

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

N.C. GRID NAD83 (2001)

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.



LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
- POWER/UTILITY POLE
- TELEPHONE BOX
- GAS TEST STATION
- BOLLARD
- SIGN
- RIGHT OF WAY LINE
- SURVEY LINE
- BOUNDARY LINE
- SUBSTATION BASELINE
- ADJOINER LINE
- ADJOINER GIS LINE
- FENCE
- GROUNDING GRID LINE
- GROUNDING GRID LINE PER RECORD
- FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
- ZONE "AE"
- ZONE X 1% FUTURE CONDITIONS
- RIP RAP

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
B.M.	BOOK OF MAPS
PG.	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
DWG. NO.	DRAWING NUMBER
STA	STATION
EIP	EXISTING IRON PIPE
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE
DI	DROP INLET
CMP	CORRUGATED METAL PIPE
N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

NORTH CAROLINA PROFESSIONAL SEAL L-5089 REGISTERED LAND SURVEYOR JOHN J. STEARNS
4/9/24

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

SITE: 107838

FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437

SHEET 3 OF 4

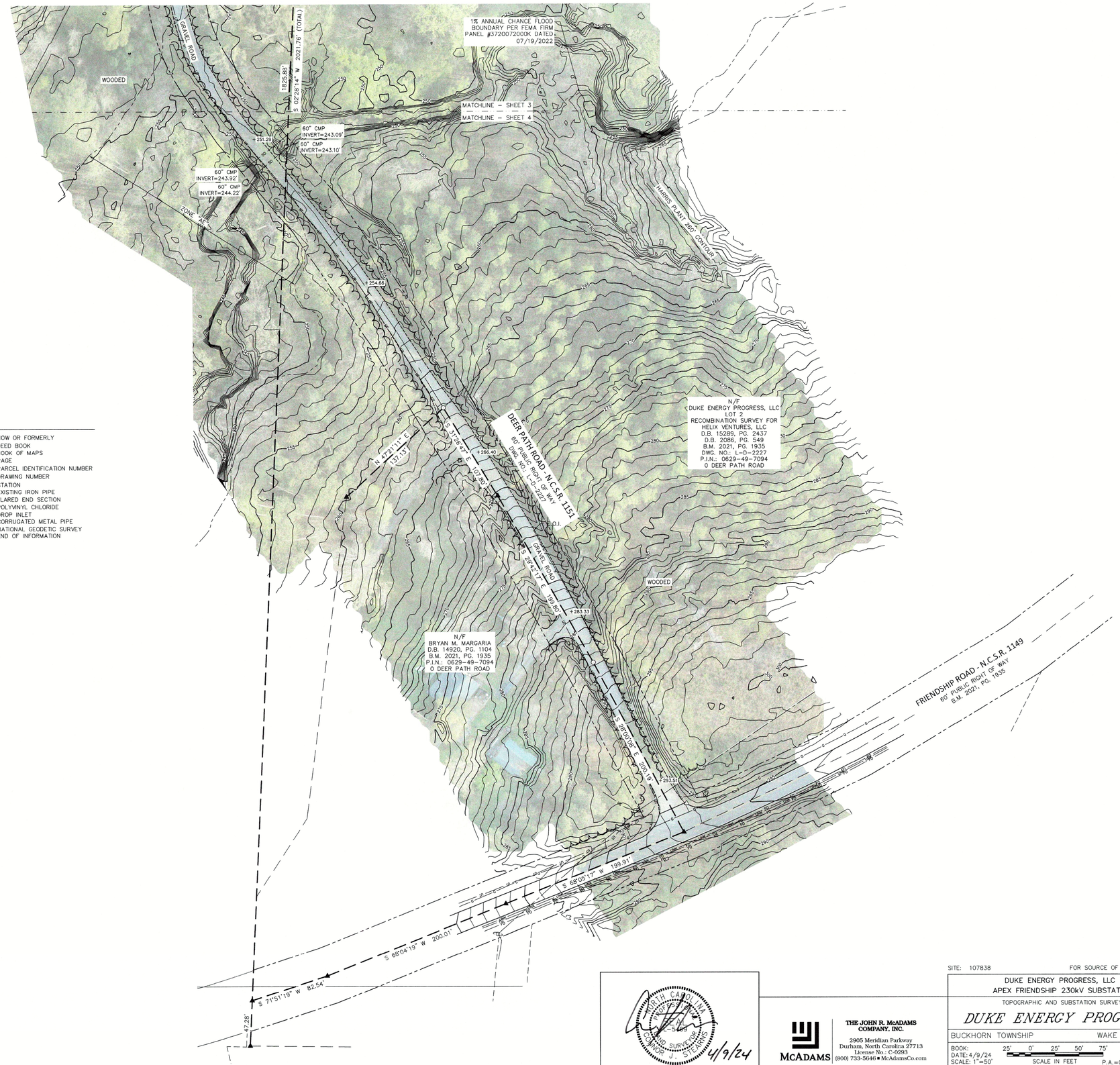
DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
TOPOGRAPHIC AND SUBSTATION SURVEY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.

BOOK:
DATE: 4/9/24
SCALE: 1"=50'
25' 0' 25' 50' 75'
SCALE IN FEET
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017'(H); 0.033'(V)

LAND UNIT: 0000000
MAP: 107838_BTU_NEWSUB_040924

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

N.C. GRID NAD83 (2001)



LEGEND

- CONTROL POINT
- NAIL
- EXISTING IRON PIPE
- CONCRETE MONUMENT
- CALCULATED POINT
- NC GEODETIC SURVEY MON.
- DRAINAGE INLET/YARD INLET
- GUY WIRE
- POWER/UTILITY POLE
- TELEPHONE BOX
- GAS TEST STATION
- BOLLARD
- SIGN
- RIGHT OF WAY LINE
- SURVEY LINE
- BOUNDARY LINE
- SUBSTATION BASELINE
- ADJOINER LINE
- ADJOINER GIS LINE
- FENCE
- GROUNDING GRID LINE
- GROUNDING GRID LINE PER RECORD
- FIBER OPTIC LINE PER RECORD
- OVERHEAD ELECTRIC LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNKNOWN UTILITY
- UNDERGROUND TELEPHONE CABLE
- UNDERGROUND STORM PIPE
- WOOD LINE/LANDSCAPING
- ZONE "AE"
- ZONE X 1% FUTURE CONDITIONS
- RIP RAP

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
B.M.	BOOK OF MAPS
PG.	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
DWG. NO.	DRAWING NUMBER
STA	STATION
EIP	EXISTING IRON PIPE
FES	FLARED END SECTION
PVC	POLYVINYL CHLORIDE
DI	DROP INLET
CMP	CORRUGATED METAL PIPE
N.G.S.	NATIONAL GEODETIC SURVEY
E.O.I.	END OF INFORMATION

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

NORTH CAROLINA REGISTERED LAND SURVEYOR SEAL L-5189 CHAD J. STEARNS 4/9/24

McADAMS

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

SITE: 107838

FOR SOURCE OF TITLE REFER TO D.BK. 15289, PG. 2437

SHEET 4 OF 4

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
TOPOGRAPHIC AND SUBSTATION SURVEY

DUKE ENERGY PROGRESS

BUCKHORN TOWNSHIP — WAKE COUNTY, N.C.

BOOK:
DATE: 4/9/24
SCALE: 1"=50'
25' 0' 25' 50' 75'
SCALE IN FEET
CREW: DMB/WH
DRAWN BY: CJS
P.A.=0.017'(H);0.033'(V)

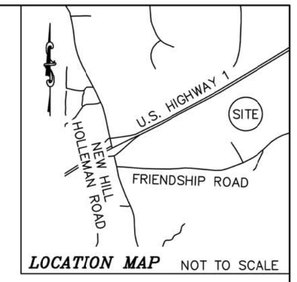
LAND UNIT: 0000000
MAP: 107838_BTU_NEWSUB_040924

DUKE ENERGY®
525 S. TRYON STREET
CHARLOTTE N.C. 28202
TELEPHONE NO. 800-641-7762

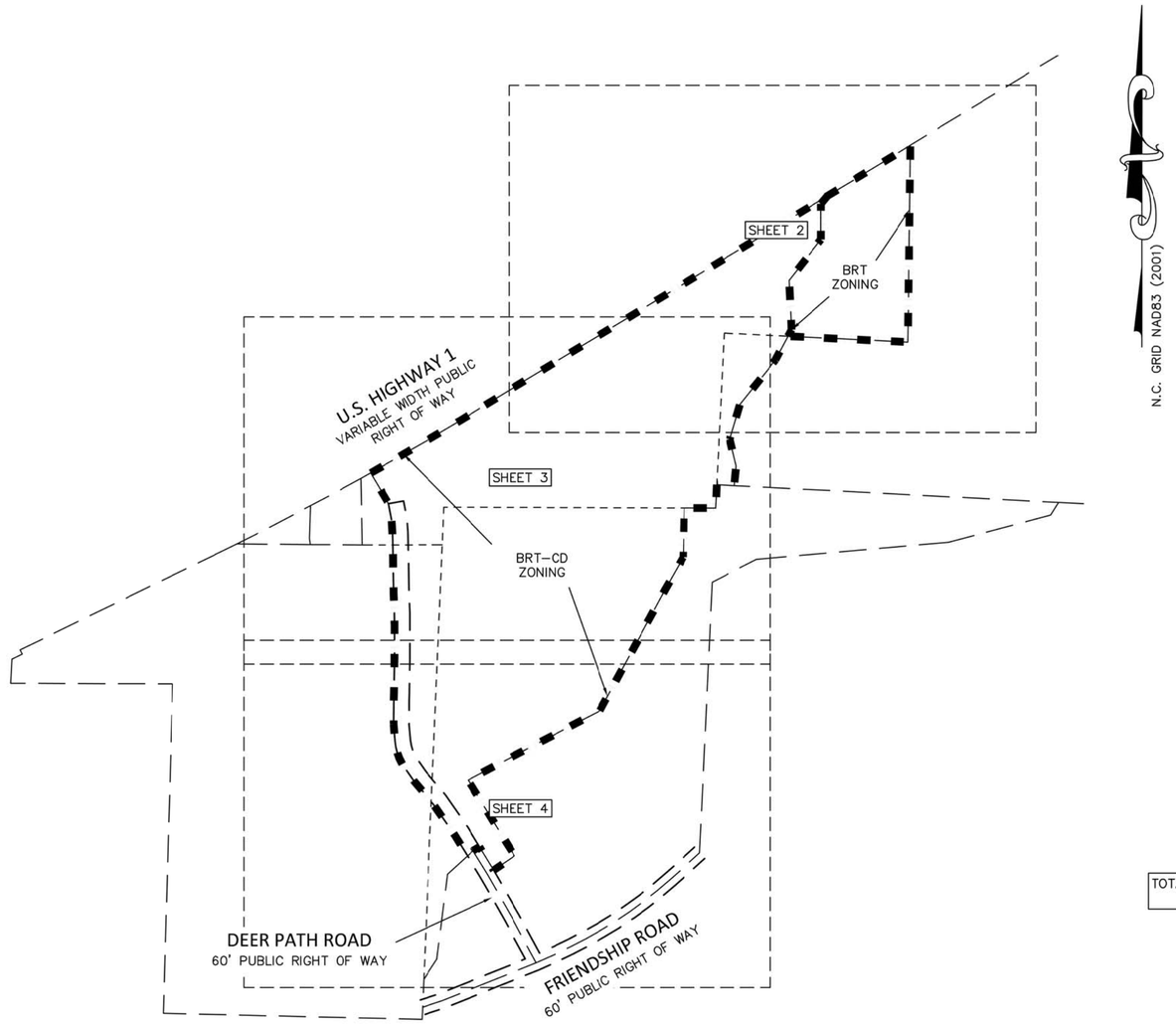
LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
⊠	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
—— —— ——	BOUNDARY LINE	B.M.	BOOK OF MAPS
—— —— ——	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - - - - -	ABANDONED BOUNDARY LINE	PG.	PAGE
- - - - - - - -	CONTOUR LINES	S.F.	SQUARE FEET
- - - - - - - -	TRANSMISSION RIGHT OF WAY	AC.	ACRE
■ ■ ■ ■	PROPOSED ZONING LINE		

PRELIMINARY



LOCATION MAP NOT TO SCALE



TOTAL PERIMETER LINEAR FOOTAGE: 8398.67'
TOTAL ACREAGE: 51.36 AC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 06°00'45" W	76.97'
L2	N 87°01'16" W	69.57'
L3	S 02°48'59" W	92.25'
L4	S 55°45'11" W	100.10'
L5	N 31°26'34" W	108.27'
L6	S 58°32'03" W	30.01'
L7	S 47°24'36" W	30.57'
L8	N 31°26'34" W	5.92'
L9	N 31°26'34" W	91.37'
L10	N 34°29'59" W	147.70'
L11	N 40°10'25" W	45.49'
L12	N 39°58'05" W	75.08'
L13	N 34°42'20" W	61.02'
L14	N 04°49'11" W	67.43'
L15	N 00°19'12" E	91.71'
L16	N 01°16'33" E	26.44'
L17	N 00°26'01" W	44.01'
L18	N 02°24'24" W	80.30'
L19	N 04°39'01" W	22.65'
L20	N 10°41'28" W	63.40'
L21	N 28°08'54" E	29.20'
L22	N 39°42'23" E	39.92'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11589.16'	409.74'	N 59°35'59" E	409.72'
C2	216.43'	112.89'	N 19°45'45" W	111.61'
C3	9237.85'	275.64'	N 00°29'53" E	275.63'
C4	849.51'	55.67'	N 03°01'31" W	55.66'
C5	11589.16'	43.77'	S 60°43'15" W	43.77'

NOT TO SCALE

SITE: 107838 FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN SHEET 1 OF 4

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ■ McAdamsCo.com

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION

PROPOSED ZONING BOUNDARY

DUKE ENERGY PROGRESS

BUCKHORN TOWNSHIP WAKE COUNTY, N.C.

BOOK:
DATE: 4/10/25
SCALE: N.T.S.
CREW: LER/PT
DRAWN BY: CJS
R.O.P..= 1': 52,197'+

LAND UNIT: 0000000 MAP: 107838_B_ZONINGBOUNDARY_R1_041525

DUKE ENERGY®

525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:24 PM, Connor Stearns

LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
▣	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
— — —	BOUNDARY LINE	B.M.	BOOK OF MAPS
— — —	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - -	BOUNDARY LINE TO BE ABANDONED	PG.	PAGE
- - - - -	CONTOUR LINES	S.F.	SQUARE FEET
- - - - -	TRANSMISSION RIGHT OF WAY	AC.	ACRE
▬ ▮ ▬ ▮	PROPOSED ZONING LINE		

PRELIMINARY

N.C. GRID NAD83 (2001)

U.S. HIGHWAY 1
VARIABLE WIDTH PUBLIC RIGHT OF WAY
D.B. 1548, PG. 623
B.M. 1996, PG. 393
N.C.D.O.T. PROJECT NUMBERS:
6.409008T – 8.14774

EXISTING IRON PIPE
BRT ZONING
POINT OF BEGINNING

N/F
AMGEN, INC.
LOT 2
RECOMBINATION AND EASEMENT
DEDICATION SURVEY FOR HELIX
VENTURES, LLC
D.B. 18844, PG. 267
B.M. 2021, PG. 2063
P.I.N.: 0720-70-2658
4130 FRIENDSHIP ROAD

BRT ZONING
266,194 S.F. – 6.11 AC.

BRT-CD ZONING
(INCLUDES RIGHT OF WAY)
1,970,863 S.F. – 45.25 AC.

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
DWG. NO.: L-D-2633
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
AMGEN, INC.
LOT 2
RECOMBINATION AND EASEMENT
DEDICATION SURVEY FOR HELIX
VENTURES, LLC
D.B. 18844, PG. 267
B.M. 2021, PG. 2063
P.I.N.: 0720-70-2658
4130 FRIENDSHIP ROAD

N 58°35'39" E 635.82' (TOTAL)
383.70'
252.12'
L22
N 00°01'23" W 141.14'
S 00°42'41" W 776.39'
N 37°45'52" E 204.06'
N 02°45'57" W 194.68'
L21
N 87°12'40" W 473.20'
S 27°44'56" W 104.72'
S 38°36'22" W 224.76'
S 16°17'01" W 144.16'
S 13°31'09" E 109.13'
L1
L2
N 58°36'20" E 898.44' (TOTAL)
498.56'
ECM 1.23' NORTH OF LINE
399.88'
N 58°30'30" E 547.37' (TOTAL)
510.29'
MATCHLINE - SHEET 2
MATCHLINE - SHEET 3
EIP WITH CAP

SITE: 107838 — FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN — SHEET 2 OF 4

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
PROPOSED ZONING BOUNDARY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP — WAKE COUNTY, N.C.
BOOK:
DATE: 4/10/25
SCALE: 1"=100'
50' 0' 50' 100' 150'
SCALE IN FEET
CREW: LER/PT
DRAWN BY: CJS
R.O.P..= 1':52,197'+
LAND UNIT: 0000000
MAP: 107838_B_ZONINGBOUNDARY_R1_041525

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:24 PM, Connor Stearns

LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
■	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
— — —	BOUNDARY LINE	B.M.	BOOK OF MAPS
— — —	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - -	BOUNDARY LINE TO BE ABANDONED	PG.	PAGE
— — —	CONTOUR LINES	S.F.	SQUARE FEET
— — —	TRANSMISSION RIGHT OF WAY	AC.	ACRE
■ ■ ■	PROPOSED ZONING LINE		

PRELIMINARY

U.S. HIGHWAY 1
VARIABLE WIDTH PUBLIC RIGHT OF WAY
D.B. 1548, PG. 623
B.M. 1996, PG. 393
N.C.D.O.T. PROJECT NUMBERS:
6.409008T - 8.14774

399.86'
N 58°30'30" E 547.37' (TOTAL)
510.29'
37.08'
ECM 1.40' NORTH OF LINE
ECM
C1
CS (TIE)
BENT EIP ON LINE
1.29'
NEW BOUNDARY LINE
N 30°16'43" W 140.81'
S 01°05'17" E 262.67' (TOTAL)
261.38'
L20
L19
C4
L18
L17
C3
L16
L15
N 00°53'41" W 211.70'
AREA WITHIN RIGHT OF WAY: 87,787 S.F. - 2.02 AC.
DEER PATH ROAD - N.C.S.R. 1151
60' PUBLIC RIGHT OF WAY
APPROXIMATE LOCATION BASED ON CENTERLINE OF GRAVEL ROAD DIGITIZED FROM AERIAL IMAGERY
DWG. NO.: L-D-2227 AND L-D-2228

MATCHLINE - SHEET 2
MATCHLINE - SHEET 3

BRT-CD ZONING
(INCLUDES RIGHT OF WAY)
1,970,863 S.F. - 45.25 AC.

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
DWG. NO.: L-D-2633
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 2168, PG. 476
DWG. NO.: L-D-2632
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

N/F
AMGEN, INC.
LOT 2
RECOMBINATION AND EASEMENT
DEDICATION SURVEY FOR HELIX
VENTURES, LLC
D.B. 18844, PG. 267
B.M. 2021, PG. 2063
P.I.N.: 0720-70-2658
4130 FRIENDSHIP ROAD

S 36°36'22" W 224.76'
S 16°17'01" W 144.16'
S 13°31'09" E 109.13'
L1
L2
L3
N 89°48'52" W 124.93'
S 01°09'54" W 194.30'
S 29°05'31" W 148.20'
NEW BOUNDARY LINE
S 28°18'09" W 541.48'

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
RECOMBINATION SURVEY FOR
HELIX VENTURES, LLC
D.B. 15289, PG. 2437
D.B. 2086, PG. 549
B.M. 2021, PG. 1935
DWG. NO.: L-D-2227
P.I.N.: 0629-49-7094
0 DEER PATH ROAD

N/F
DUKE ENERGY PROGRESS, LLC
LOT 2
SURVEY FOR ETHEL W. CURTIS
D.B. 15289, PG. 2437
D.B. 7082, PG. 398
B.M. 1996, PG. 393
P.I.N.: 0629-39-7638
0 U.S. HWY. 1

N/F
DUKE ENERGY PROGRESS, LLC
D.B. 15289, PG. 2437
D.B. 1984, PG. 464
REFERENCE DWG. L-D-2228
P.I.N.: 0629-62-4446
4113 COUNTY PARK DRIVE

MATCHLINE - SHEET 3
MATCHLINE - SHEET 4

N.C. GRID NAD83 (2001)

SITE: 107838 FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN SHEET 3 OF 4

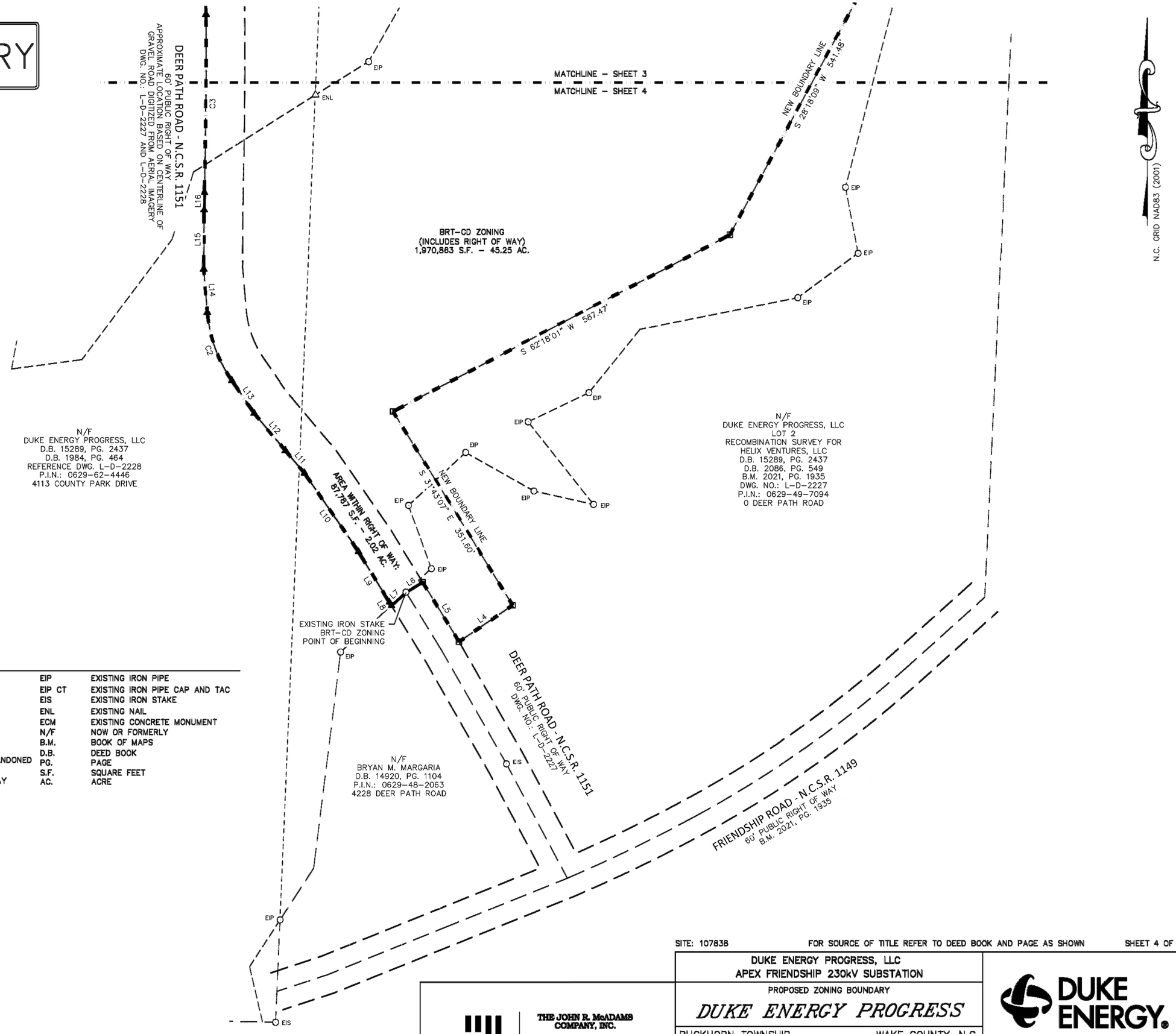
DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
PROPOSED ZONING BOUNDARY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.
BOOK:
DATE: 4/10/25
SCALE: 1"=100'
50' 0' 50' 100' 150'
SCALE IN FEET
CREW: LER/PT
DRAWN BY: CJS
R.O.P..= 1':52,197'+
LAND UNIT: 0000000
MAP: 107838_B_ZONINGBOUNDARY_R1_041525

McADAMS
THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ■ McAdamsCo.com

DUKE ENERGY.
525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:25 PM, Connor Stearns

PRELIMINARY



LEGEND

△	EXISTING NAIL	EIP	EXISTING IRON PIPE
▩	EXISTING CONCRETE MONUMENT	EIP CT	EXISTING IRON PIPE CAP AND TAC
○	EXISTING IRON PIPE	EIS	EXISTING IRON STAKE
△	EXISTING NAIL	ENL	EXISTING NAIL
▲	CALCULATED POINT	ECM	EXISTING CONCRETE MONUMENT
⊡	#4 REBAR SET	N/F	NOW OR FORMERLY
— — —	BOUNDARY LINE	B.M.	BOOK OF MAPS
— — —	RIGHT OF WAY LINE	D.B.	DEED BOOK
- - - - -	BOUNDARY LINE TO BE ABANDONED	PG.	PAGE
— — —	CONTOUR LINES	S.F.	SQUARE FEET
— — —	TRANSMISSION RIGHT OF WAY	AC.	ACRE
▬ ▮ ▬ ▮ ▬	PROPOSED ZONING LINE		

SITE: 107838 FOR SOURCE OF TITLE REFER TO DEED BOOK AND PAGE AS SHOWN SHEET 4 OF 4

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

DUKE ENERGY PROGRESS, LLC
APEX FRIENDSHIP 230kV SUBSTATION
PROPOSED ZONING BOUNDARY
DUKE ENERGY PROGRESS
BUCKHORN TOWNSHIP WAKE COUNTY, N.C.
BOOK:
DATE: 4/10/25
SCALE: 1"=100'
50' 0' 50' 100' 150'
SCALE IN FEET
CREW: LER/PT
DRAWN BY: CJS
R.O.P.= 1':52,197'+
LAND UNIT: 0000000
MAP: 107838_B_ZONINGBOUNDARY_R1_041525

DUKE ENERGY®
525 S. TRYON STREET
CHARLOTTE N.C. 28202

DKE24015-F2.dwg, 4/15/2025 4:25 PM, Connor Stearns

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 08°00'45" W	76.97'
L2	N 87°01'42" W	69.57'
L3	S 02°48'01" W	92.05'
L4	S 50°45'11" W	100.10'
L5	N 12°28'54" W	108.07'
L6	S 58°32'03" W	30.01'
L7	S 41°21'26" W	30.93'
L8	N 31°06'34" W	5.92'
L9	N 31°28'34" W	91.30'
L10	N 36°29'52" W	147.70'
L11	N 40°10'28" W	45.49'
L12	N 59°36'25" W	75.08'
L13	N 54°42'20" W	61.00'
L14	N 04°48'11" W	67.43'
L15	N 00°18'12" E	91.71'
L16	N 01°18'33" E	26.44'
L17	N 00°20'01" W	44.01'
L18	N 02°54'24" W	80.30'
L19	N 04°39'01" W	22.65'
L20	N 10°41'18" W	63.40'
L21	N 28°08'54" E	29.20'
L22	N 59°42'23" E	39.92'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11589.16'	489.74'	N 59°35'59" E	489.72'
C2	216.43'	112.89'	N 19°45'45" W	111.61'
C3	9237.85'	275.64'	N 00°29'53" E	275.63'
C4	849.97'	45.67'	N 03°01'35" W	50.66'
C5	11589.16'	43.77'	S 60°43'15" W	43.77'

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FC # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

SEAL 26959
ENGINEER
DAVID C. REVOIR
07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL &
STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY PROGRESS

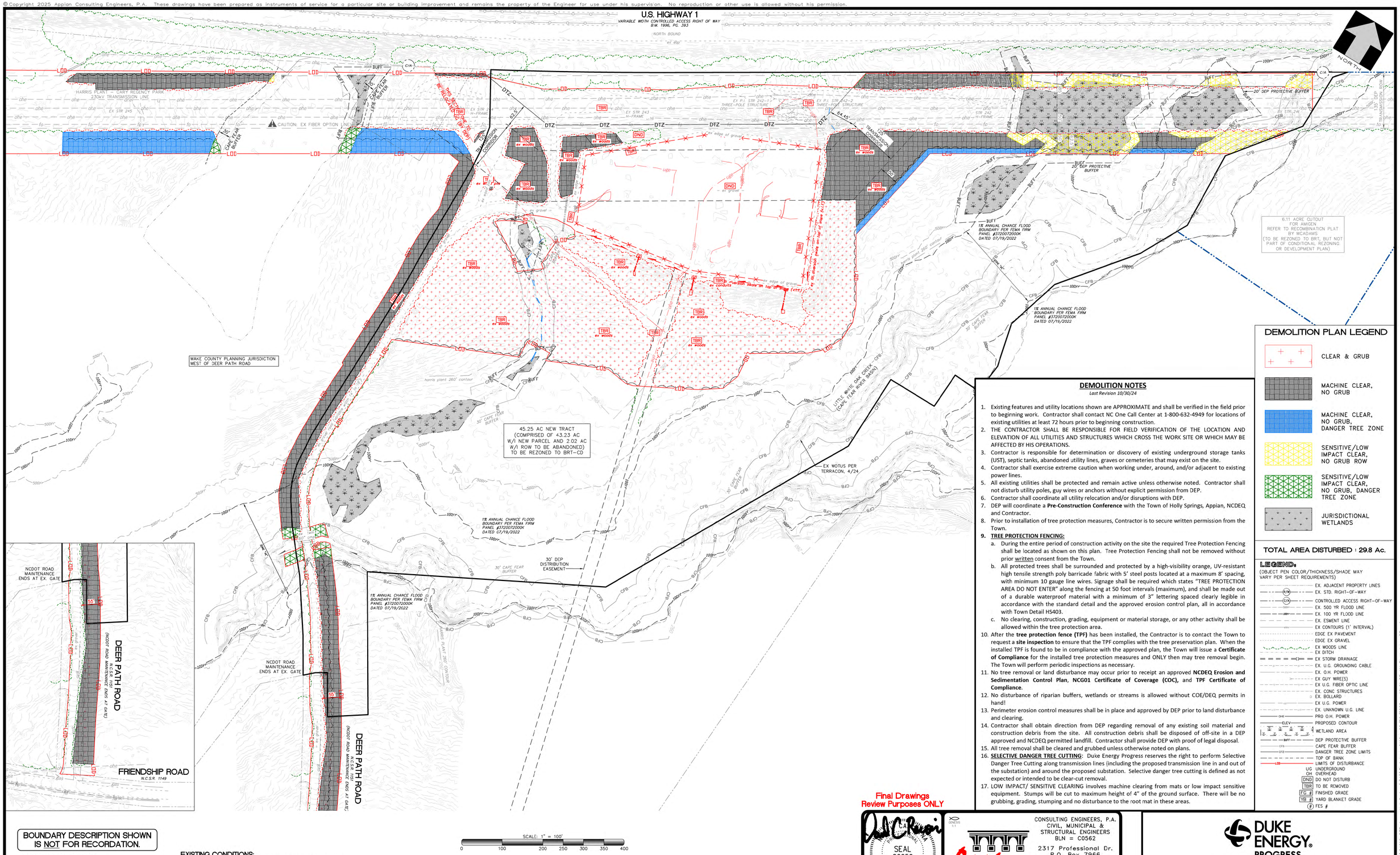
APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL EXISTING CONDITIONS

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C100 OF 48

S:\Active Projects - Shared Folder\24010-DEP Apex-Hollysprings (230kV)\3-Dwg\C100-3-07-11-2025 - 9:07:45 AM Printed by: EVines

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



DEMOLITION PLAN LEGEND

- CLEAR & GRUB
- MACHINE CLEAR, NO GRUB
- MACHINE CLEAR, NO GRUB, DANGER TREE ZONE
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB ROW
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB, DANGER TREE ZONE
- JURISDICTIONAL WETLANDS

DEMOLITION NOTES

Last Revision 10/30/24

1. Existing features and utility locations shown are APPROXIMATE and shall be verified in the field prior to beginning work. Contractor shall contact NC One Call Center at 1-800-632-4949 for locations of existing utilities at least 72 hours prior to beginning construction.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES AND STRUCTURES WHICH CROSS THE WORK SITE OR WHICH MAY BE AFFECTED BY HIS OPERATIONS.
3. Contractor is responsible for determination or discovery of existing underground storage tanks (UST), septic tanks, abandoned utility lines, graves or cemeteries that may exist on the site.
4. Contractor shall exercise extreme caution when working under, around, and/or adjacent to existing power lines.
5. All existing utilities shall be protected and remain active unless otherwise noted. Contractor shall not disturb utility poles, guy wires or anchors without explicit permission from DEP.
6. Contractor shall coordinate all utility relocation and/or disruptions with DEP.
7. DEP will coordinate a **Pre-Construction Conference** with the Town of Holly Springs, Appian, NCDEQ and Contractor.
8. Prior to installation of tree protection measures, Contractor is to secure written permission from the Town.
9. **TREE PROTECTION FENCING:**
   a. During the entire period of construction activity on the site the required Tree Protection Fencing shall be located as shown on this plan. Tree Protection Fencing shall not be removed without prior written consent from the Town.
   b. All protected trees shall be surrounded and protected by a high-visibility orange, UV-resistant high tensile strength poly barricade fabric with 5' steel posts located at a maximum 8' spacing, with minimum 10 gauge line wires. Signage shall be required which states "TREE PROTECTION AREA DO NOT ENTER" along the fencing at 50 foot intervals (maximum), and shall be made out of a durable waterproof material with a minimum of 3" lettering spaced clearly legible in accordance with the standard detail and the approved erosion control plan, all in accordance with Town Detail HS403.
   c. No clearing, construction, grading, equipment or material storage, or any other activity shall be allowed within the tree protection area.
10. After the **tree protection fence (TPF)** has been installed, the Contractor is to contact the Town to request a **site inspection** to ensure that the TPF complies with the tree preservation plan. When the installed TPF is found to be in compliance with the approved plan, the Town will issue a **Certificate of Compliance** for the installed tree protection measures and ONLY then may tree removal begin. The Town will perform periodic inspections as necessary.
11. No tree removal or land disturbance may occur prior to receipt an approved **NCDEQ Erosion and Sedimentation Control Plan**, **NCG01 Certificate of Coverage (COC),** and **TPF Certificate of Compliance**.
12. No disturbance of riparian buffers, wetlands or streams is allowed without COE/DEQ permits in hand!
13. Perimeter erosion control measures shall be in place and approved by DEP prior to land disturbance and clearing.
14. Contractor shall obtain direction from DEP regarding removal of any existing soil material and construction debris from the site. All construction debris shall be disposed of off-site in a DEP approved and NCDEQ permitted landfill. Contractor shall provide DEP with proof of legal disposal.
15. All tree removal shall be cleared and grubbed unless otherwise noted on plans.
16. **SELECTIVE DANGER TREE CUTTING**: Duke Energy Progress reserves the right to perform Selective Danger Tree Cutting along transmission lines (including the proposed transmission line in and out of the substation) and around the proposed substation. Selective danger tree cutting is defined as not expected or intended to be clear-cut removal.
17. LOW IMPACT/ SENSITIVE CLEARING involves machine clearing from mats or low impact sensitive equipment. Stumps will be cut to maximum height of 4" of the ground surface. There will be no grubbing, grading, stumping and no disturbance to the root mat in these areas.

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:

(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

Final Drawings Review Purposes ONLY

SEAL 26959 — DAVID C. REVOIR — ENGINEER — 08/20/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811 NORTH CAROLINA ONE-CALL CENTER www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

NO.	DATE	REVISION	BY	CK.	APP.

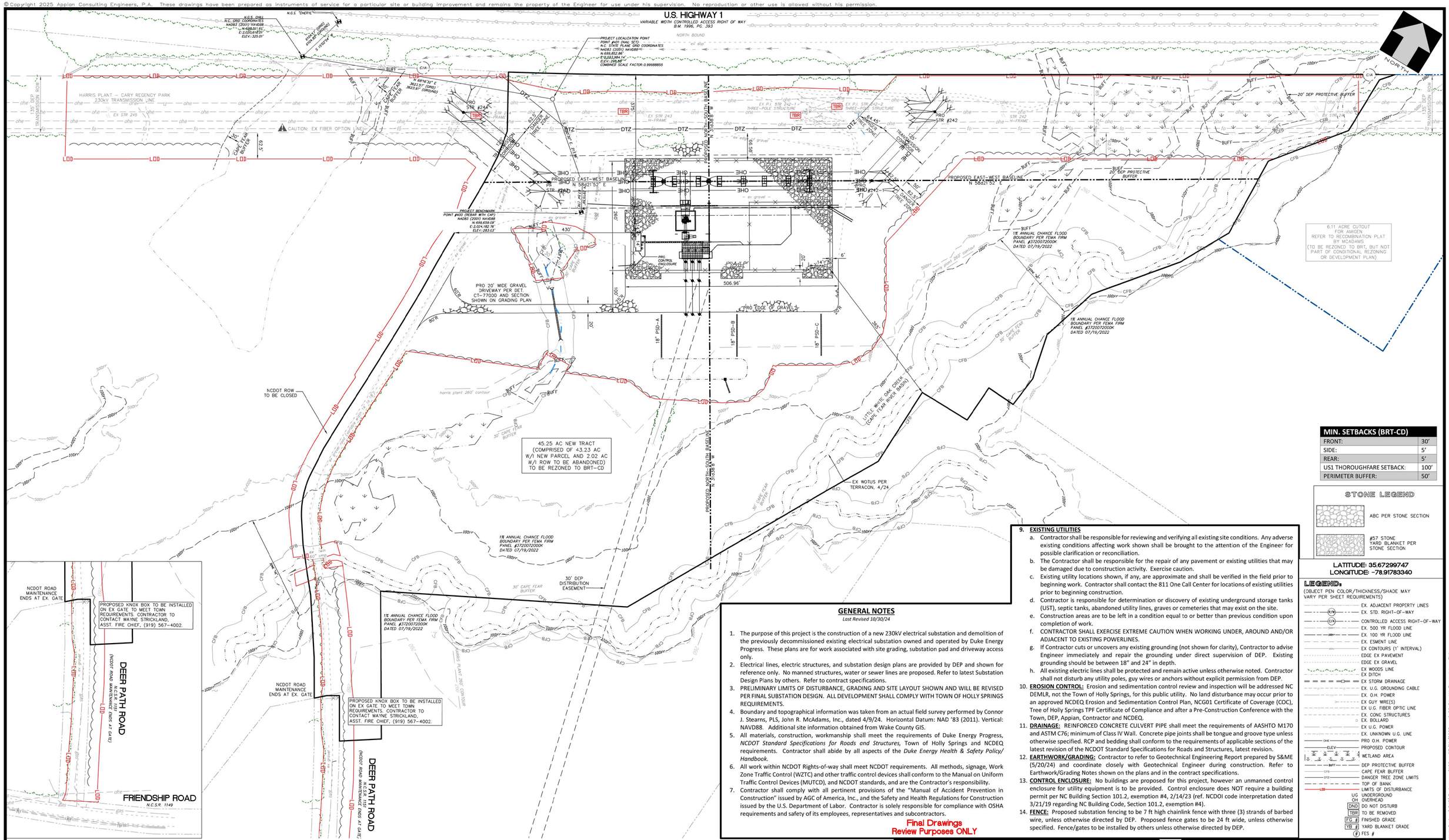
DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL DEMOLITION PLAN

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 100'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 08/20/25	ACE J.N.: 24-010	SHEET	C110 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Hollysprings\CAD\B-1.dwg (C110) 08/20/2025 - 10:01:27 AM Plotted by: DRevoir

©Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



MIN. SETBACKS (BRT-CD)	
FRONT:	30'
SIDE:	5'
REAR:	5'
US1 THOROUGHFARE SETBACK:	100'
PERIMETER BUFFER:	50'

STONE LEGEND

ABC PER STONE SECTION

#57 STONE YARD BLANKET PER STONE SECTION

LATITUDE: 35.67299747
LONGITUDE: -78.91783340

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

GENERAL NOTES

Last Revised 10/30/24

1. The purpose of this project is the construction of a new 230kV electrical substation and demolition of the previously decommissioned existing electrical substation owned and operated by Duke Energy Progress. These plans are for work associated with site grading, substation pad and driveway access only.
2. Electrical lines, electric structures, and substation design plans are provided by DEP and shown for reference only. No manned structures, water or sewer lines are proposed. Refer to latest Substation Design Plans by others. Refer to contract specifications.
3. PRELIMINARY LIMITS OF DISTURBANCE, GRADING AND SITE LAYOUT SHOWN AND WILL BE REVISED PER FINAL SUBSTATION DESIGN. ALL DEVELOPMENT SHALL COMPLY WITH TOWN OF HOLLY SPRINGS REQUIREMENTS.
4. Boundary and topographical information was taken from an actual field survey performed by Connor J. Stearns, PLS, John R. McAdams, Inc., dated 4/9/24. Horizontal Datum: NAD '83 (2011). Vertical: NAVD88. Additional site information obtained from Wake County GIS.
5. All materials, construction, workmanship shall meet the requirements of Duke Energy Progress, *NCDOT Standard Specifications for Roads and Structures*, Town of Holly Springs and NCDEQ requirements. Contractor shall abide by all aspects of the *Duke Energy Health & Safety Policy/ Handbook*.
6. All work within NCDOT Rights-of-way shall meet NCDOT requirements. All methods, signage, Work Zone Traffic Control (WZTC) and other traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), and NCDOT standards, and are the Contractor's responsibility.
7. Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by AGC of America, Inc., and the Safety and Health Regulations for Construction issued by the U.S. Department of Labor. Contractor is solely responsible for compliance with OSHA requirements and safety of its employees, representatives and subcontractors.

Final Drawings
Review Purposes ONLY

9. **EXISTING UTILITIES**
   a. Contractor shall be responsible for reviewing and verifying all existing site conditions. Any adverse existing conditions affecting work shown shall be brought to the attention of the Engineer for possible clarification or reconciliation.
   b. The Contractor shall be responsible for the repair of any pavement or existing utilities that may be damaged due to construction activity. Exercise caution.
   c. Existing utility locations shown, if any, are approximate and shall be verified in the field prior to beginning work. Contractor shall contact the 811 One Call Center for locations of existing utilities prior to beginning construction.
   d. Contractor is responsible for determination or discovery of existing underground storage tanks (UST), septic tanks, abandoned utility lines, graves or cemeteries that may exist on the site.
   e. Construction areas are to be left in a condition equal to or better than previous condition upon completion of work.
   f. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING UNDER, AROUND AND/OR ADJACENT TO EXISTING POWERLINES.
   g. If Contractor cuts or uncovers any existing grounding (not shown for clarity), Contractor to advise Engineer immediately and repair the grounding under direct supervision of DEP. Existing grounding should be between 18" and 24" in depth.
   h. All existing electric lines shall be protected and remain active unless otherwise noted. Contractor shall not disturb any utility poles, guy wires or anchors without explicit permission from DEP.
10. **EROSION CONTROL:** Erosion and sedimentation control review and inspection will be addressed NC DEMLR, not the Town of Holly Springs, for this public utility. No land disturbance may occur prior to an approved NCDEQ Erosion and Sedimentation Control Plan, NCG01 Certificate of Coverage (COC), Tree of Holly Springs TPF Certificate of Compliance and after a Pre-Construction Conference with the Town, DEP, Appian, Contractor and NCDEQ.
11. **DRAINAGE:** REINFORCED CONCRETE CULVERT PIPE shall meet the requirements of AASHTO M170 and ASTM C76; minimum of Class IV Wall. Concrete pipe joints shall be tongue and groove type unless otherwise specified. RCP and bedding shall conform to the requirements of applicable sections of the latest revision of the NCDOT Standard Specifications for Roads and Structures, latest revision.
12. **EARTHWORK/GRADING:** Contractor to refer to Geotechnical Engineering Report prepared by S&ME (5/20/24) and coordinate closely with Geotechnical Engineer during construction. Refer to Earthwork/Grading Notes shown on the plans and in the contract specifications.
13. **CONTROL ENCLOSURE:** No buildings are proposed for this project, however an unmanned control enclosure for utility equipment is to be provided. Control enclosure does NOT require a building permit per NC Building Section 101.2, exemption #4, 2/14/23 (ref. NCDOI code interpretation dated 3/21/19 regarding NC Building Code, Section 101.2, exemption #4).
14. **FENCE:** Proposed substation fencing to be 7 ft high chainlink fence with three (3) strands of barbed wire, unless otherwise directed by DEP. Proposed fence gates to be 24 ft wide, unless otherwise specified. Fence/gates to be installed by others unless otherwise directed by DEP.

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL SITE PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C120 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-HollySprings\C3D\8-1.dwg, C120, 07/11/2025 - 8:39:54 AM Plotted By: DAnes

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.

U.S. HIGHWAY 1

VARIABLE WIDTH CONTROLLED ACCESS RIGHT OF WAY
B.M. 1996, PG. 383

NORTH BOUND

NORTH

HARRIS PLANT - CARY REGENCY PARK 230kV TRANSMISSION LINE

135' DEP TRANSMISSION ROW

CAUTION: EX FIBER OPTION LINE

PRO STR #244

PROPOSED NORTH-SOUTH BASELINE N 37°38'8" W

PRO STR #242

PROPOSED EAST-WEST BASELINE N 58°21'52" E

PRO STR #243

PRO STR #242-1

SUBSTATION CROWN = HIGH POINT ELEV 284.50

PRO CONTROL ENCLOSURE

PRO 24' GATE (TYP)

PRO 7' CHAINLINK FENCE (TYP)

PRO 20' WIDE GRAVEL DRIVEWAY PER DET. CT-77000 AND SECTION SHOWN ON GRADING PLAN

PRO EDGE OF GRAVEL

PRO SCM

POND #1

NCDOT ROW TO BE CLOSED

45.25 AC NEW TRACT
(COMPRISED OF 43.23 AC W/I NEW PARCEL AND 2.02 AC W/I ROW TO BE ABANDONED) TO BE REZONED TO BRT-CD

PROPOSED NORTH-SOUTH BASELINE N 3°38'8" W

EX WOTUS PER TERRACON, 4/24

1% ANNUAL CHANCE FLOOD BOUNDARY PER FEMA FIRM PANEL #3720072000K DATED 07/19/2022

30' DEP DISTRIBUTION EASEMENT

20' DEP PROTECTIVE BUFFER

6.11 ACRE CUTOUT FOR AMGEN
REFER TO RECOMBINATION PLAT BY MCADAMS
(TO BE REZONED TO BRT, BUT NOT PART OF CONDITIONAL REZONING OR DEVELOPMENT PLAN)

LITTLE WHITE OAK CREEK (CAPE FEAR RIVER BASIN)

NCDOT ROAD MAINTENANCE ENDS AT EX. GATE

DEER PATH ROAD
(NCDOT ROAD MAINTENANCE ENDS AT GATE)

FRIENDSHIP ROAD
N.C.S.R. 1149

STONE LEGEND

- ABC PER STONE SECTION
- #57 STONE YARD BLANKET PER STONE SECTION

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

EARTHWORK VOLUME NOTES

Last Revised 11/22/24

Material	Cut (cy)	Fill (cy)	Net Import Req'd (cy)
Topsoil/Rootmat	4,000	-	-
Unclassified Excavation	1,000	50,000	49,000

1. Earthwork volume estimates shown above are based on plans prepared by Appian Consulting Engineers, dated 11/21/24. These estimates are provided for the convenience of the Contractor, who assumes all risk and should verify all quantities shown.
2. If the southern fill slope were changed from **4:1** as shown to **3:1** slopes, the Net Import Required would become approximately 42,000 cy.
3. Net volume shown is the anticipated amount of off-site borrow required, assuming on site soils are suitable for fill. Does not include undercut. On-site borrow may be possible if approved by on-site geotechnical engineer.
4. Fill volumes shown include 30% shrinkage for on-site fill estimates.
5. Six (6) inch topsoil/rootmat depth assumed.

Final Drawings
Review Purposes ONLY

SEAL 26959 — DAVID C. REVOIR — ENGINEER — 07/11/2025

SCALE: 1" = 100'
0 100 200 250 300 350 400

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY® PROGRESS

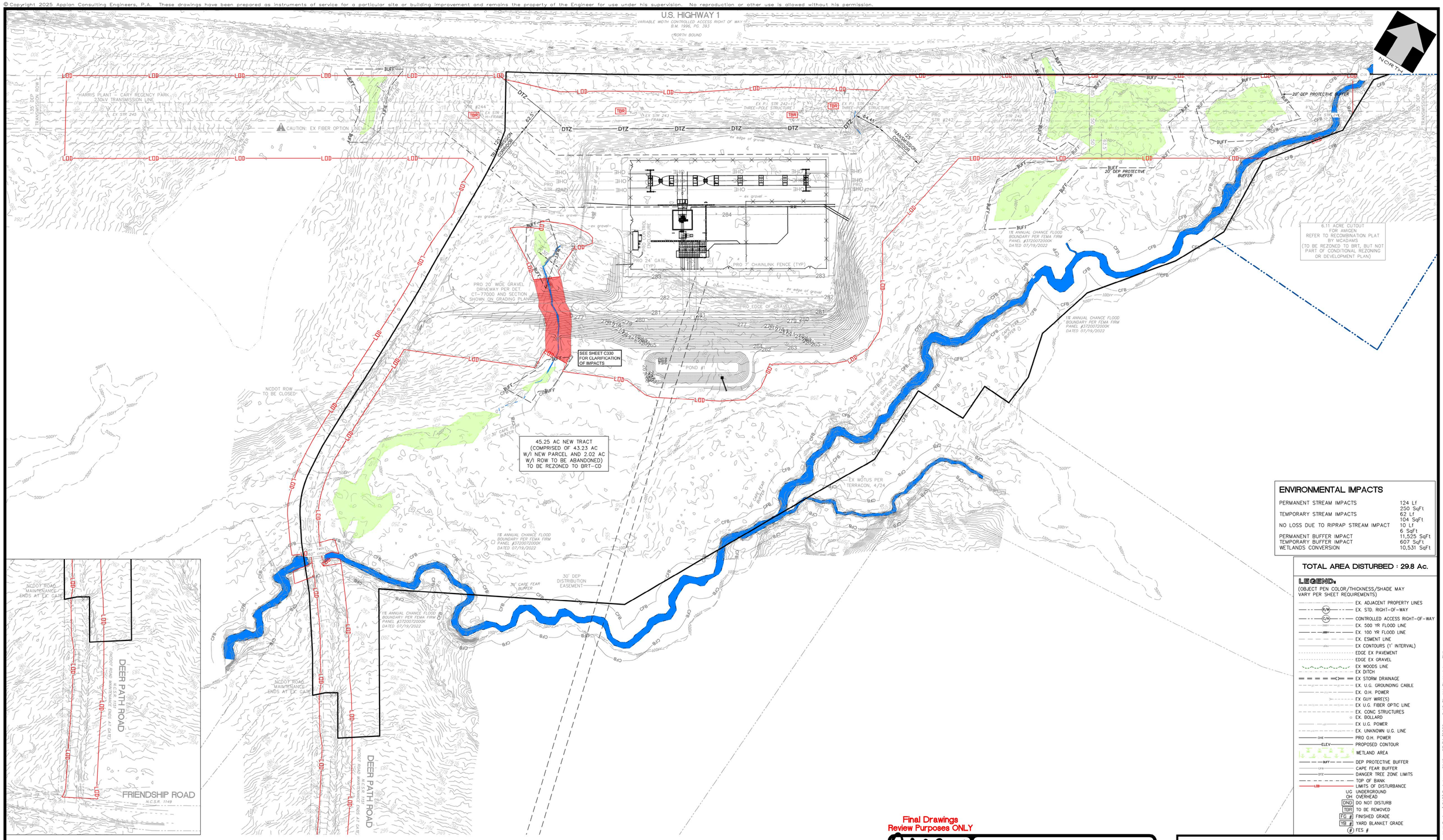
APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL GRADING PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C1.30 OF 48

S:\Appian Projects - Shared Folders\24010-DEP Apex-Hollysprings\CAD\3-Engr <C1.30> <7/11/2025 - 9:11:39 AM> Plotted By: Ekrenz

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



ENVIRONMENTAL IMPACTS

PERMANENT STREAM IMPACTS	124 Lf 250 SqFt
TEMPORARY STREAM IMPACTS	62 Lf 104 SqFt
NO LOSS DUE TO RIPRAP STREAM IMPACT	10 Lf 6 SqFt
PERMANENT BUFFER IMPACT	11,525 SqFt
TEMPORARY BUFFER IMPACT	607 SqFt
WETLANDS CONVERSION	10,531 SqFt

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 26959 DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY® PROGRESS

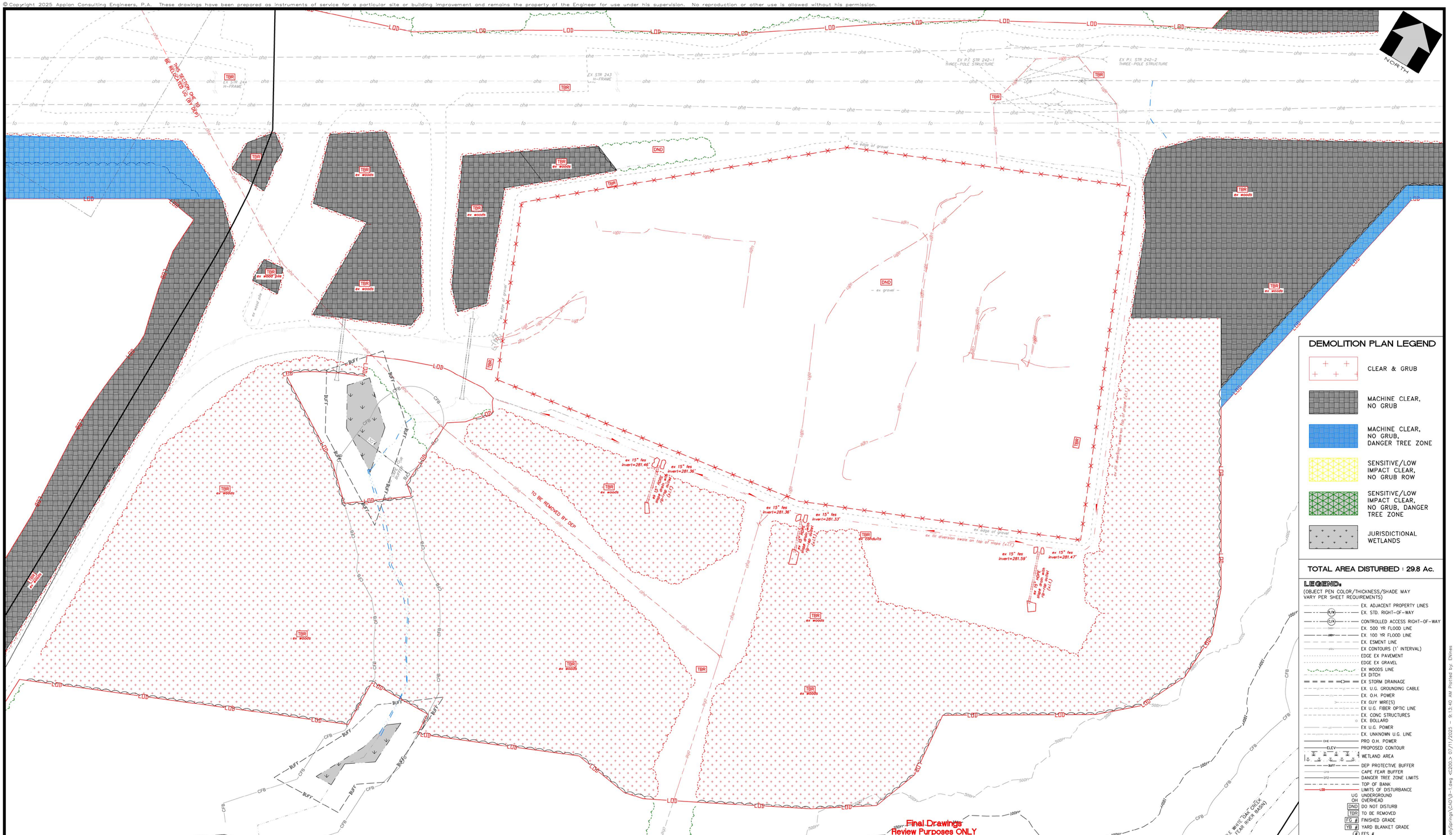
APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
OVERALL ENVIRONMENTAL IMPACTS

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 100'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C140 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Holly Springs\CAD\3-Final Civil\C140 - 07/11/2025 - 9:42:31 AM Plotted By: Dkrenz

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



DEMOLITION PLAN LEGEND

- CLEAR & GRUB
- MACHINE CLEAR, NO GRUB
- MACHINE CLEAR, NO GRUB, DANGER TREE ZONE
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB ROW
- SENSITIVE/LOW IMPACT CLEAR, NO GRUB, DANGER TREE ZONE
- JURISDICTIONAL WETLANDS

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:

(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY (R/W)
- CONTROLLED ACCESS RIGHT-OF-WAY (C/A)
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

SCALE: 1" = 40'

0 40 80 100 120 140 160

Final Drawings
Review Purposes ONLY

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811 NORTH CAROLINA ONE-CALL CENTER www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

NO.	DATE	REVISION	BY	CK.	APP.

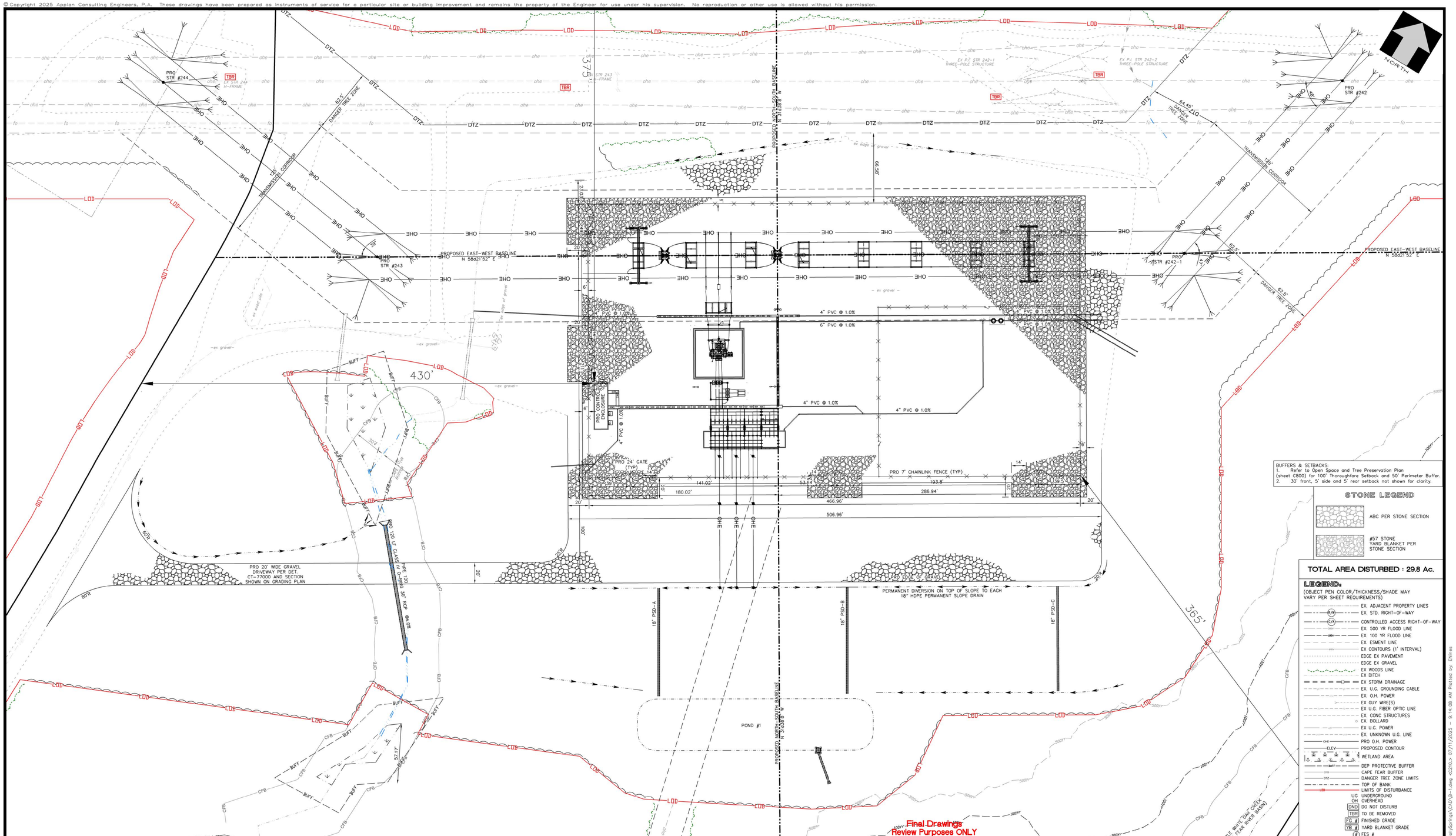
DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
SUBSTATION DEMOLITION PLAN

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 40'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C200 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-HollySprings\C200\3-1.dwg C200.3 07/11/2025 - 9:13:40 AM Plotted by: Elmes

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



SCALE: 1" = 40'
0 40 80 100 120 140 160

BUFFERS & SETBACKS:
1. Refer to Open Space and Tree Preservation Plan (sheet C800) for 100' Thoroughfare Setback and 50' Perimeter Buffer.
2. 30' front, 5' side and 5' rear setback not shown for clarity.

STONE LEGEND

- ABC PER STONE SECTION
- #57 STONE YARD BLANKET PER STONE SECTION

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 26959 DAVID C. REVOIR 07/11/2025

GENESIS 1:1

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY. PROGRESS

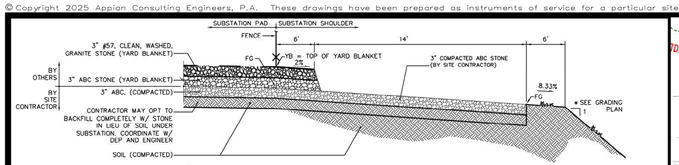
APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
SUBSTATION SITE PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 40'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C210 OF 48

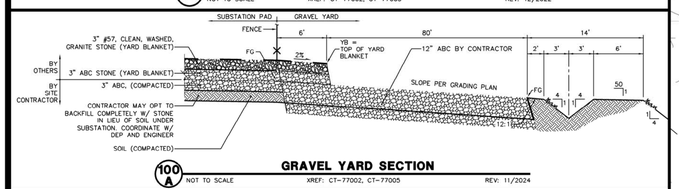
S:\Active Projects - Shared Folder\24010-DEP Apex-HollySprings\CAD\3-Layout\C210-3-14-08 AM Plotted by: EMiles

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



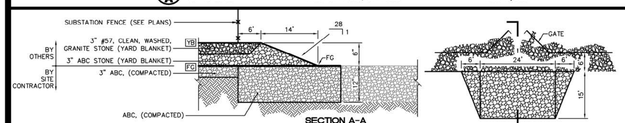
SUBSTATION PAD and 6' SHOULDER SECTION

100 NOT TO SCALE XREF: CT-77002, CT-77005 REV: 12/2022



GRAVEL YARD SECTION

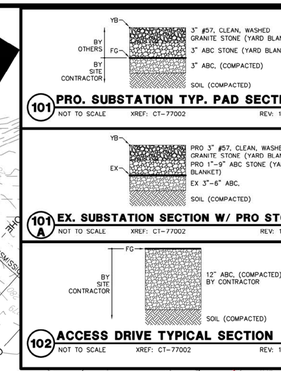
100 A NOT TO SCALE XREF: CT-77002, CT-77005 REV: 11/2024

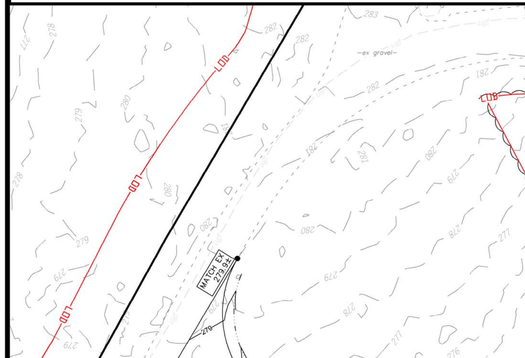


FG ELEVATIONS INSIDE SUBSTATION FENCE ARE TOP OF THE 3" ABC STONE, PLACED BY THE SITE CONTRACTOR.

SUBSTATION GATE ENTRANCE

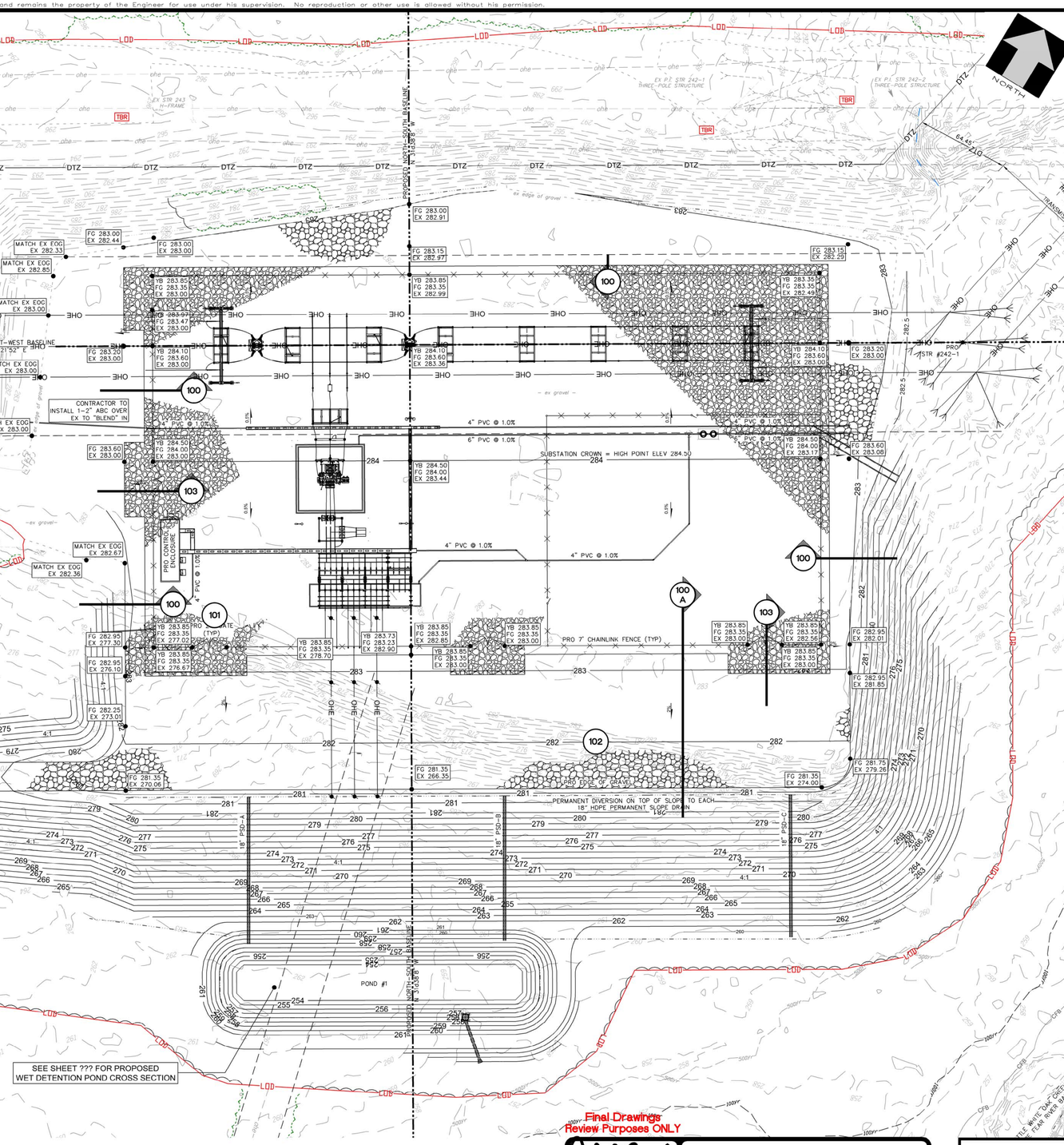
103 NOT TO SCALE XREF: CT-77001 REV: 12/2022





PROPOSED DRIVEWAY A — A

NOT TO SCALE (PRIVATE) SEE CT-7700 REV. 11/2024



STONE LEGEND

ABC PER STONE SECTION

#57 STONE YARD BLANKET PER STONE SECTION

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX. STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

SCALE: 1" = 40'
0 40 80 100 120 140 160

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811 NORTH CAROLINA ONE-CALL CENTER www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY® PROGRESS

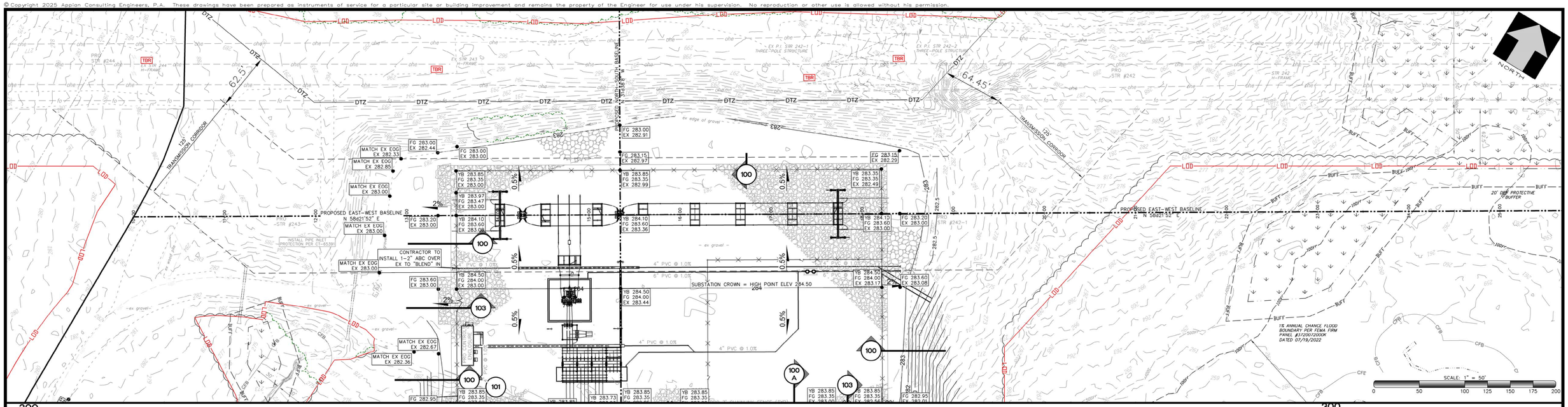
APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
SUBSTATION GRADING PLAN

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 40'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C220 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Hollysprings\240\3-Eng\<220> 07/11/2025 - 8:15:19 AM Plotted by: Elvera

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.





E-W BASELINE PROFILE
1" = 50' HOR
1" = 5' VER

LEGEND
EX GRADE
PRO GRADE

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

_____
By: Date:

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

SEAL 26959
DAVID C. REVOIR
ENGINEER
07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY. PROGRESS

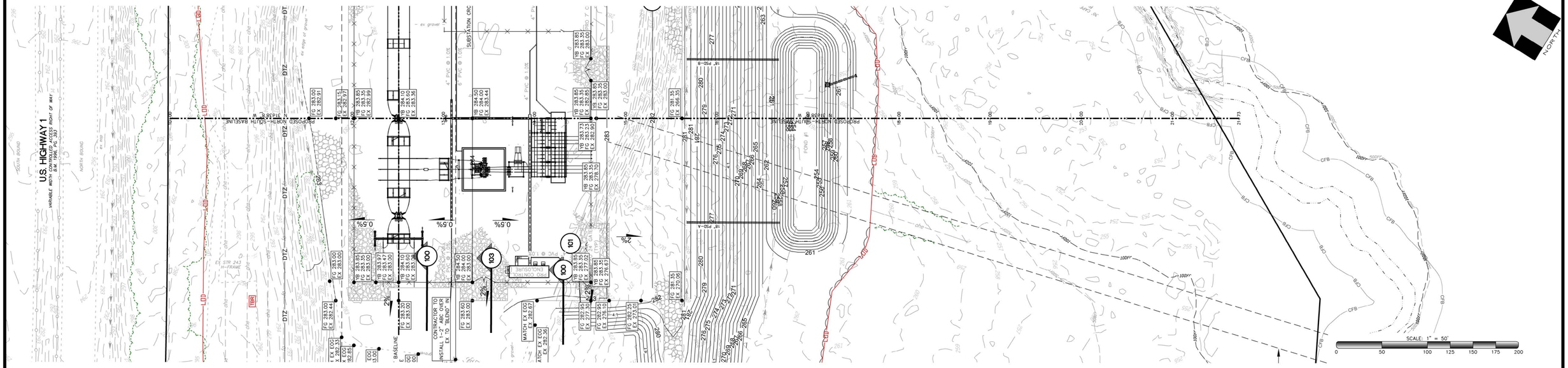
APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE EAST WEST BASELINE

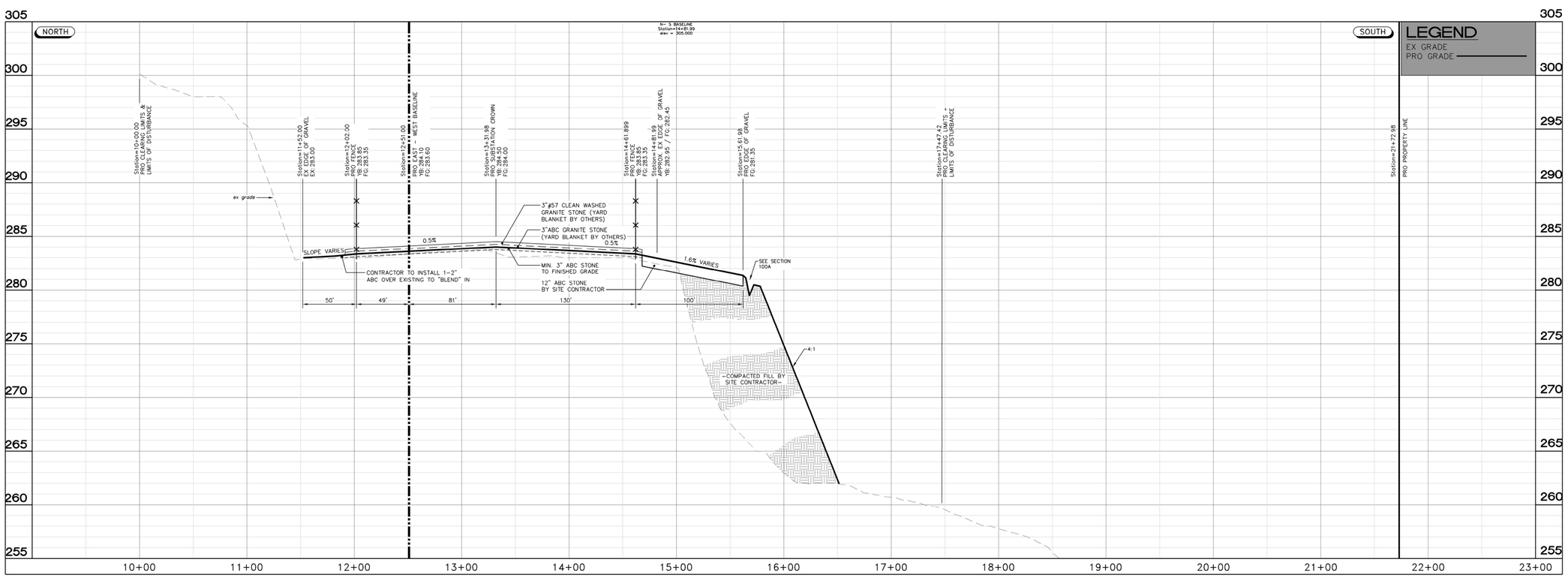
NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE
SCALE: 1" = 50'
DRAWN: Kelly Williams
DATE: 07/11/25
SCALE RATIO 1:1
CHK. David Revoir
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: 84437
SHEET C.300 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-HollySprings\CAD\3-Eng\<C300> 07/11/2025 - 9:15:52 AM Plotted by: Elvira

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.





N- S BASELINE PROFILE 1" = 50' HOR 1" = 5' VER

LEGEND

EX GRADE
PRO GRADE

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

Final Drawings
Review Purposes ONLY

SEAL 26959 — DAVID C. REVOIR — ENGINEER — 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811 NORTH CAROLINA ONE-CALL CENTER www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

SCALE: 1" = 50'
0 50 100 125 150 175 200

NO.	DATE	REVISION	BY	CK.	APP.

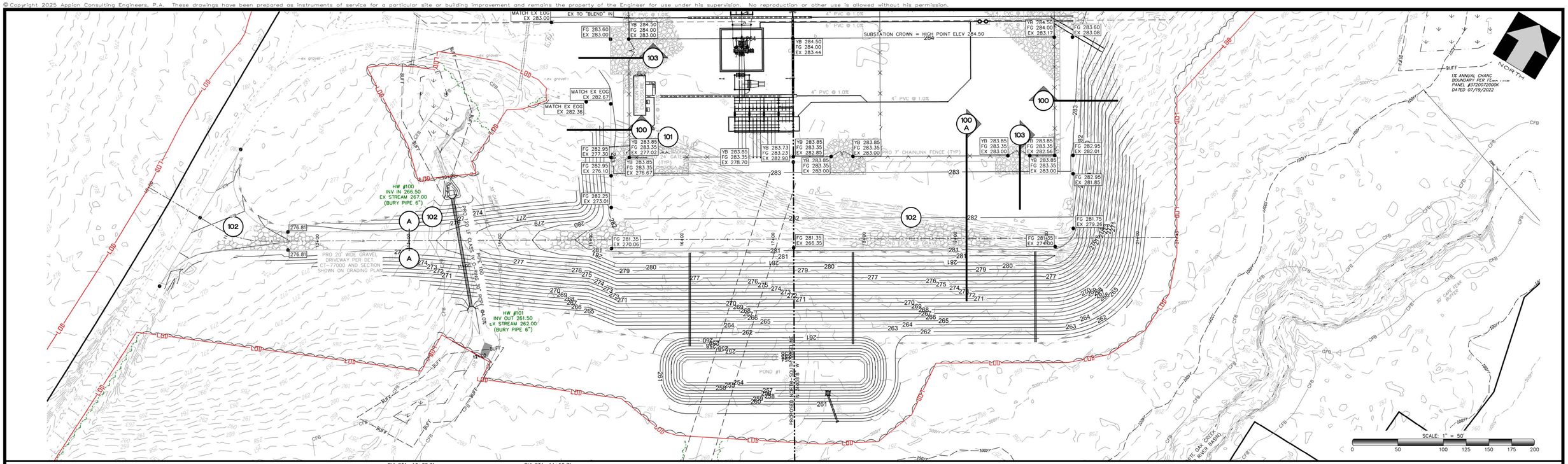
DUKE ENERGY. PROGRESS

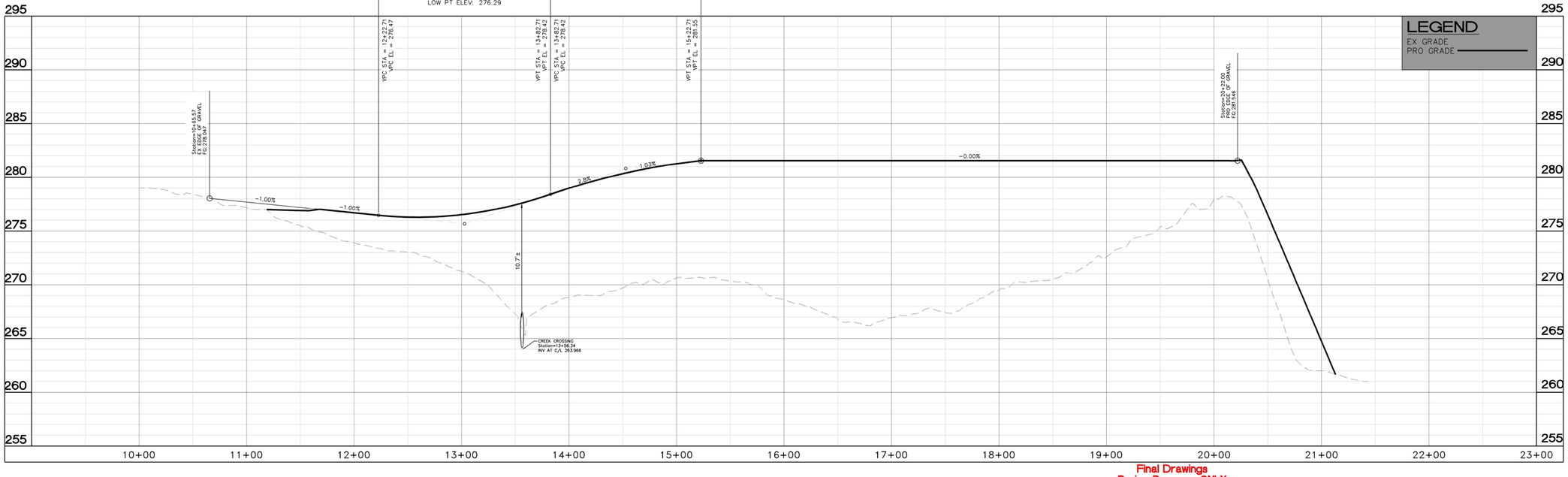
APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE NORTH SOUTH BASELINE

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 50'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C310 OF 48

S:\Active Projects - Shared Folder\24010-DEP Apex-HollySprings\CAD\3-Dwg\C310.dwg > 07/11/2025 - 9:16:53 AM Plotted by: EMiles

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.





TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE

UG UNDERGROUND
OH OVERHEAD
DND DO NOT DISTURB
TBR TO BE REMOVED
FG # FINISHED GRADE
YB # YARD BLANKET GRADE
FES

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

_____
By: Date:

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

Final Drawings
Review Purposes ONLY

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 26959 DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

NO.	DATE	REVISION	BY	CK.	APP.

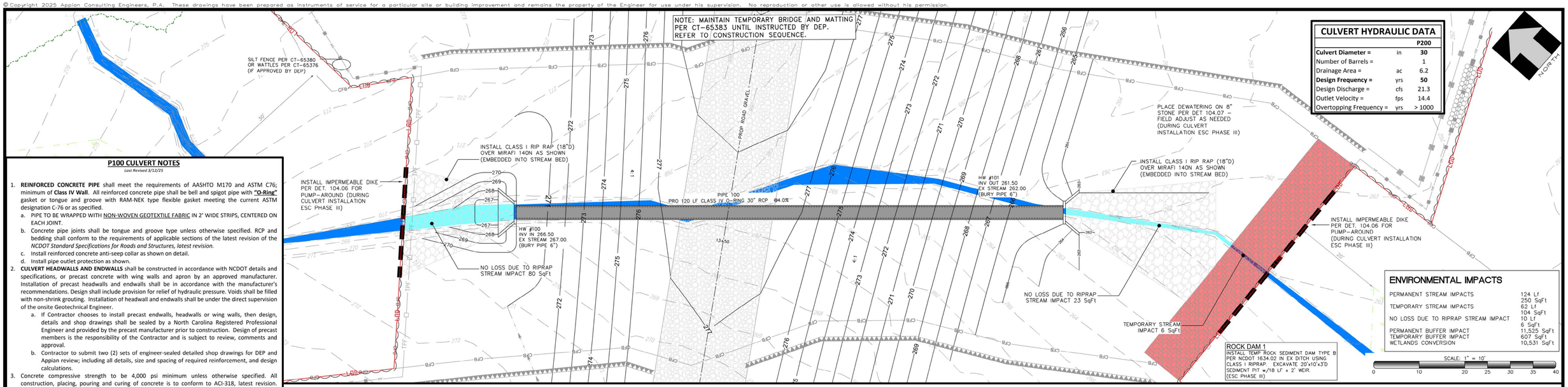
DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE ENTRANCE DRIVE

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 50'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET	C320 OF 48

S:\Appian Projects - Shared Folder\24010-DEP Apex-HollySprings\CAD\3-Comp <320> 07/11/2025 - 8:17:17 AM Plotted by: ENnes

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



CULVERT HYDRAULIC DATA

		P200
Culvert Diameter =	in	**30**
Number of Barrels =		1
Drainage Area =	ac	6.2
Design Frequency =	yrs	**50**
Design Discharge =	cfs	21.3
Outlet Velocity =	fps	14.4
Overtopping Frequency =	yrs	> 1000

ENVIRONMENTAL IMPACTS

PERMANENT STREAM IMPACTS	124 Lf
	250 SqFt
TEMPORARY STREAM IMPACTS	62 Lf
	104 SqFt
NO LOSS DUE TO RIPRAP STREAM IMPACT	10 Lf
	6 SqFt
PERMANENT BUFFER IMPACT	11,525 SqFt
TEMPORARY BUFFER IMPACT	607 SqFt
WETLANDS CONVERSION	10,531 SqFt

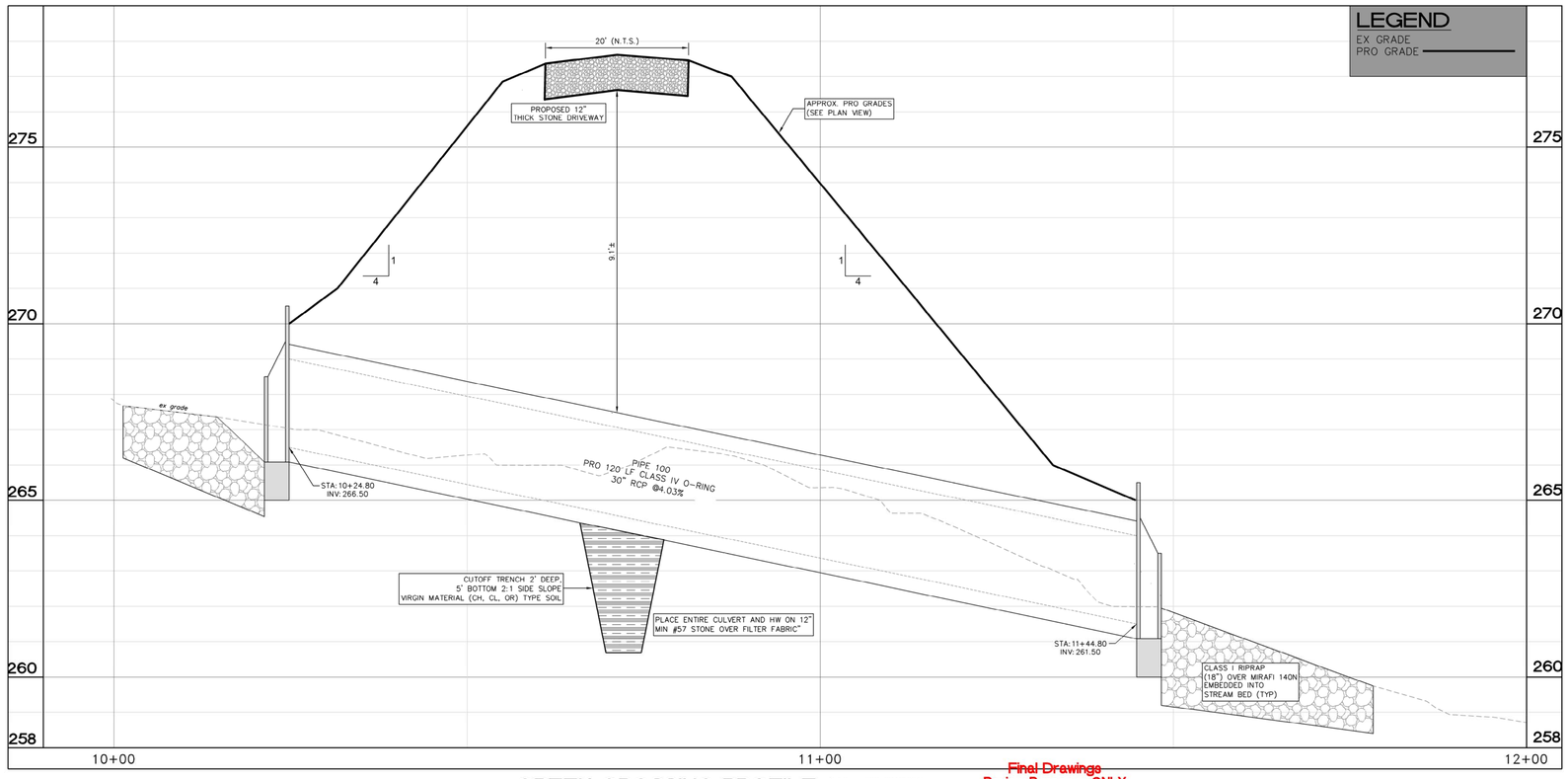
SCALE: 1" = 10'
0 10 20 25 30 35 40

ROCK DAM 1
INSTALL TEMP ROCK SEDIMENT DAM TYPE B PER NCDOT 1634.02 IN EX DITCH USING CLASS I RIPRAP. EXCAVATE 20'x10'x3'D SEDIMENT PIT w/18 LF x 2' WEIR. (ESC PHASE III)

P100 CULVERT NOTES

Last Revised 3/12/25

1. **REINFORCED CONCRETE PIPE** shall meet the requirements of AASHTO M170 and ASTM C76; minimum of **Class IV Wall**. All reinforced concrete pipe shall be bell and spigot pipe with **"O-Ring"** gasket or tongue and groove with RAM-NEK type flexible gasket meeting the current ASTM designation C-76 or as specified.
   a. PIPE TO BE WRAPPED WITH NON-WOVEN GEOTEXTILE FABRIC IN 2' WIDE STRIPS, CENTERED ON EACH JOINT.
   b. Concrete pipe joints shall be tongue and groove type unless otherwise specified. RCP and bedding shall conform to the requirements of applicable sections of the latest revision of the *NCDOT Standard Specifications for Roads and Structures, latest revision.*
   c. Install reinforced concrete anti-seep collar as shown on detail.
   d. Install pipe outlet protection as shown.
2. **CULVERT HEADWALLS AND ENDWALLS** shall be constructed in accordance with NCDOT details and specifications, or precast concrete with wing walls and apron by an approved manufacturer. Installation of precast headwalls and endwalls shall be in accordance with the manufacturer's recommendations. Design shall include provision for relief of hydraulic pressure. Voids shall be filled with non-shrink grouting. Installation of headwall and endwalls shall be under the direct supervision of the onsite Geotechnical Engineer.
   a. If Contractor chooses to install precast endwalls, headwalls or wing walls, then design, details and shop drawings shall be sealed by a North Carolina Registered Professional Engineer and provided by the precast manufacturer prior to construction. Design of precast members is the responsibility of the Contractor and is subject to review, comments and approval.
   b. Contractor to submit two (2) sets of engineer-sealed detailed shop drawings for DEP and Appian review; including all details, size and spacing of required reinforcement, and design calculations.
3. Concrete compressive strength to be 4,000 psi minimum unless otherwise specified. All construction, placing, pouring and curing of concrete is to conform to ACI-318, latest revision. Waterproof all openings with waterproof mastic, etc.
4. Grades, elevation and location shown may be adjusted to accommodate unexpected field conditions, as directed by the Engineer.
5. Pipe installation: refer to NCDOT 300.01 and direction from onsite Geotechnical Engineer. Contractor to coordinate closely with Geotechnical Engineer during construction and obtain approval from geotech after placement of bedding prior to installation of culverts.
6. **FOUNDATION EXCAVATION:**
   a. Under the direct supervision of the onsite geotechnical engineer, Contractor to perform foundation excavation and related work in such sequence that no portion of the culvert will be endangered by subsequent operations. Remove and dispose of boulders, vegetative matter and any other objectionable material. Excavate to a depth as directed below the bottom of the barrel or wing footing and replace the excavated material with foundation conditioning material.
   b. When the foundation material beneath a portion of the barrel or wing footing is rock or incompressible material and softer material is beneath the remainder of the barrel or wing footing, excavate the rock material within the neat lines of the barrel or footing to a depth of 12" below the bottom of the barrel and footings and backfill with foundation conditioning material.
   c. Excavate 12" below proposed culvert and backfill with 12" of #57 stone as shown.
   d. Prior to installation of the culvert, the onsite GEOTECHNICAL ENGINEER shall inspect the excavation area to assess whether suitable soils exist at the subgrade level. If the geotechnical engineer deems the foundation soils as unsuitable, the unsuitable material should be removed and replaced with properly compacted backfill material as directed by the onsite geotechnical engineer.
7. After approval is granted by DEP or their representative, Contractor may install concrete endwalls/headwalls and RCPs under the direct supervision of the onsite Geotechnical Engineer as shown on Creek Crossing Detail Sheets. Precast units (if used) shall be carefully placed on the prepared foundation, female end upgrade with male end fully inserted and each joint checked for alignment. Satisfactory fitting and proper grade shall be maintained during installation.
8. **BACKFILL:**
   a. During backfill and compaction, care shall be taken to maintain culvert alignment and prevent damage to the joints. Units that become misaligned, show excessive settlement or have otherwise been damaged by the Contractor's operation shall, at the discretion of the Engineer, be removed and replaced by the Contractor at no cost to DEP.
   b. A minimum of 24" from the outside of the culverts shall be provided for suitable backfill as determined by the onsite Geotechnical Engineer. Backfill shall be placed immediately placement of culverts, with fill placed in maximum 6" lifts. Compaction requirements shall be met through mechanical tamps (only). Each and every layer of backfill shall be placed and thoroughly compacted in place per specs.
   c. Under no circumstances shall water be permitted into un-backfilled trenches after culvert has been placed.
9. **EXCAVATION/ EARTHWORK:**
   a. For proposed embankment, import suitable OFFSITE material and unless onsite material is deemed suitable by onsite Geotechnical Engineer and approved by DEP. Contractor to ensure that Geotechnical Engineer approves offsite material as suitable backfill prior to placement.
   b. Suitable excavated material shall be used in forming the embankments. The material to be used in embankments shall be free of frozen or organic materials such as leaves, roots, grass, weeds, and all other material not consistent with construction of a stable, homogeneous fill.
   c. Unless otherwise provided, embankments shall be constructed in successive layers no more than 8 inches thick, loose measurement. Where embankments are built by dumping from draglines, trucks, or other similar equipment, a bulldozer must be operated constantly to spread the material. These layers must be full width of embankment, each thoroughly compacted, built to the true slope, and not widened with loose material from the top.
   d. Wet or impervious materials will not be permitted for forming embankments about, against, or over structures. The materials shall be deposited in layers of not more than six (6) inches in thickness, carefully tamped, and sloped away from the structure. Fill over culverts shall be deposited uniformly on both sides. Large stones shall not be placed within two (2) feet of any culvert or structure.
   e. All excavation is unclassified and shall include all materials encountered.
   f. The final grade shall be compacted and finished to a true, level or sloped surface as called for by the drawings, and must leave no depression or irregularity which will hold water or prevent proper drainage. Changes in grade shall be accomplished by smooth parabolic curves.
10. For the slopes steeper than 3:1 at creek crossings and along the driveway, Contractor shall install **permanent rip rap** slope protection per NCDOT 1802.01 **immediately after each lift of fill is installed** (and NOT upon completion of fill placement). Similarly, Contractor to install permanent **ditch rock liner** at the toe of slopes when practical (and NOT upon completion of fill placement). Coordinate with DEP and onsite Geotechnical Engineer.
11. Install riprap inlet and **outlet protection** per NCDOT 876.02 as shown.
12. Refer to Erosion Control Plan and Construction Sequence.



CREEK CROSSING PROFILE

N.T.S. – FOR GRAPHICAL PURPOSES ONLY

LEGEND

EX GRADE
PRO GRADE

TOTAL AREA DISTURBED : 29.8 Ac.

LEGEND:
(OBJECT PEN COLOR/THICKNESS/SHADE MAY VARY PER SHEET REQUIREMENTS)

- EX. ADJACENT PROPERTY LINES
- EX. STD. RIGHT-OF-WAY
- CONTROLLED ACCESS RIGHT-OF-WAY
- EX. 500 YR FLOOD LINE
- EX. 100 YR FLOOD LINE
- EX. ESMENT LINE
- EX CONTOURS (1' INTERVAL)
- EDGE EX PAVEMENT
- EDGE EX GRAVEL
- EX WOODS LINE
- EX DITCH
- EX STORM DRAINAGE
- EX. U.G. GROUNDING CABLE
- EX. O.H. POWER
- EX GUY WIRE(S)
- EX U.G. FIBER OPTIC LINE
- EX. CONC STRUCTURES
- EX. BOLLARD
- EX U.G. POWER
- EX. UNKNOWN U.G. LINE
- PRO O.H. POWER
- PROPOSED CONTOUR
- WETLAND AREA
- DEP PROTECTIVE BUFFER
- CAPE FEAR BUFFER
- DANGER TREE ZONE LIMITS
- TOP OF BANK
- LIMITS OF DISTURBANCE
- UG UNDERGROUND
- OH OVERHEAD
- DND DO NOT DISTURB
- TBR TO BE REMOVED
- FG # FINISHED GRADE
- YB # YARD BLANKET GRADE
- # FES #

Final Drawings
Review Purposes ONLY

SEAL 26959 ENGINEER DAVID C. REVOIR 07/11/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL &
STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

_____
By: Date:

BEFORE YOU DIG, CALL 811 NORTH CAROLINA ONE-CALL CENTER www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

NO.	DATE	REVISION	BY	CK.	APP.

DUKE ENERGY® PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
PLAN AND PROFILE CREEK CROSSING P100

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 10'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 07/11/25	ACE J.N.: 24-010	SHEET C330 OF	48

S:\Appian Projects - Shared Folder\24010-DEP Apex-Hollysprings\CAD\3-1.dwg <330> 07/11/2025 - 9:18:18 AM Plotted by: ENnes

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



OPEN SPACE SUMMARY

TOTAL TRACT AREA	45.25 AC.
ZONING	BRT-CD
TOTAL MINIMUM OPEN SPACE REQUIRED	1.32 AC (3%)
TOTAL OPEN SPACE PROVIDED	8.93 AC (19.7%)
TREE PRESERVATION AREAS	
SPECIMEN TREES	0.00 AC.*
SIGNIFICANT TREE STANDS	2.04 AC.
NATURAL RESOURCE AREAS	4.24 AC.
PERIMETER BUFFERS	2.65 AC.

* NO SPECIMEN TREES HAVE BEEN IDENTIFIED
** THE CAPE FEAR RIPARIAN BUFFER OVERLAPS OTHER OPEN SPACE AREAS BUT ONLY THE NON-OVERLAPPING AREA IS INCLUDED IN TOTAL
*** THOROUGHFARE CONSERVATION BUFFER IS IN A CLEARED TRANSMISSION LINE EASEMENT AND NOT INCLUDED IN TOTAL

LEGEND

SYMBOL	DESCRIPTION	AREA	% OF TRACT
	SIGNIFICANT TREE STANDS	2.04 AC.	4.5%
	NATURAL RESOURCE AREA - RIPARIAN BUFFER**	2.07 AC.	4.6%
	NATURAL RESOURCE AREA - WETLANDS	2.17 AC.	4.8%
	PERIMETER BUFFERS - UNDISTURBED	2.65 AC.	5.8%
	100' THOROUGHFARE CONSERVATION BUFFER***	4.72 AC.	10.4%

NOTE:
EXISTING VEGETATION IN US 1 R.O.W. WILL REMAIN TO SATISFY THOROUGHFARE CONSERVATION BUFFER REQUIREMENTS.

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

SCALE: 1" = 100'
0 100 200 250 300 350 400

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 36525 GRAHAM H. SMITH

Final Drawings
~~Review Purposes ONLY~~
PRELIMINARY DWG'S
NOT FOR CONSTRUCTION

SITE COLLABORATIVE
LANDSCAPE ARCHITECTURE
1620 Hillsborough Street, Suite 100
Raleigh, NC 27605 | 919.805.3586

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

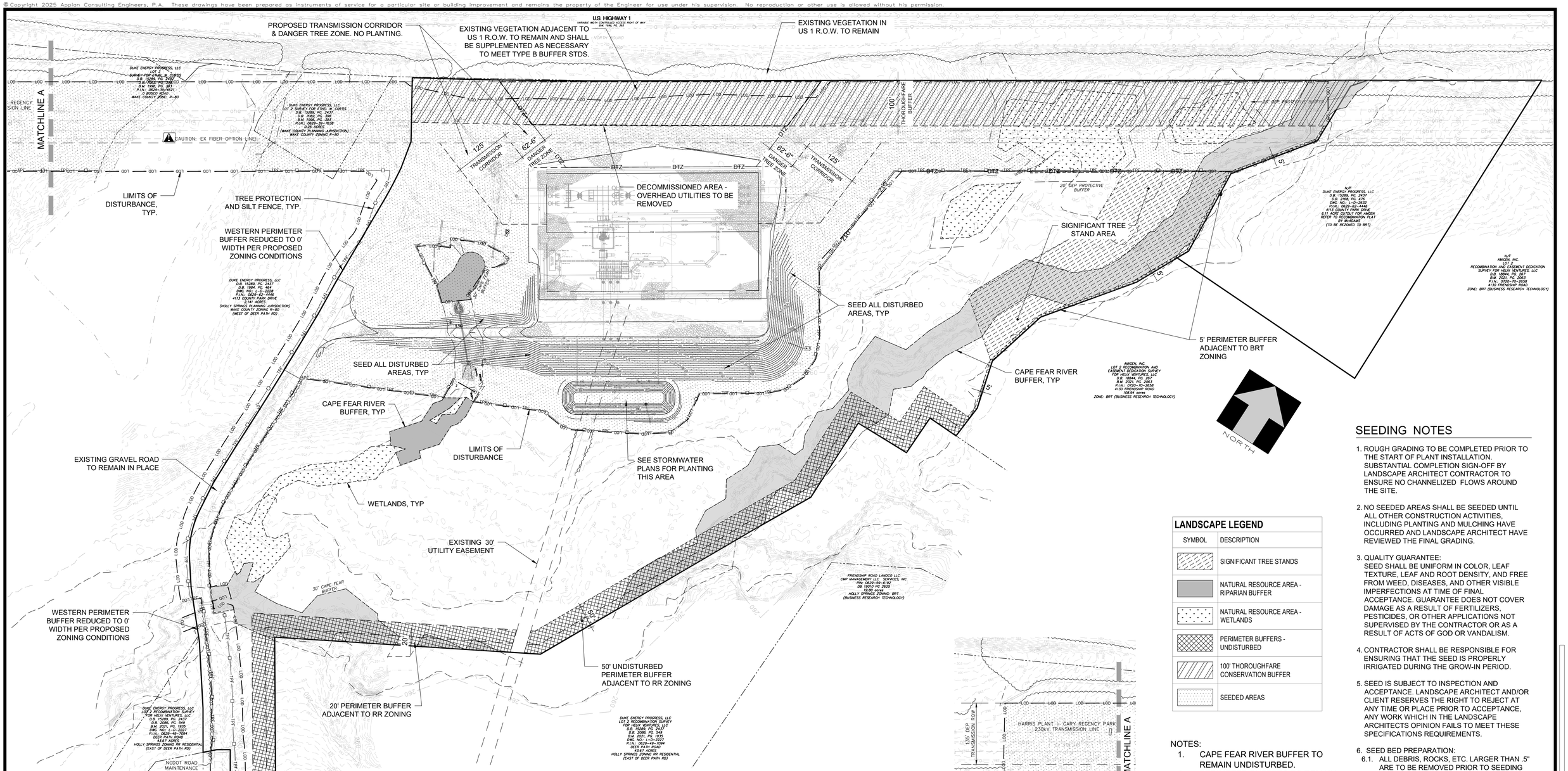
NO.	DATE	REVISION	BY	CK.	APP.
1	6/5/25	PER TOWN OF HOLLY SPRINGS REVIEW COMMENTS	RT	GS	

DUKE ENERGY PROGRESS

APEX FRIENDSHIP ROAD 230kV - CONSTRUCT SUBSTATION
4113 DEER PATH ROAD, APEX, NC
OPEN SPACE PLAN

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 100'	CHK. GS	TASK	–
DRAWN: RT	APP –	DEP DWG NO:	–
DATE: 04/16/25	ACE J.N.: 24-010	SHEET	C800 OF –

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



SEEDING NOTES

1. ROUGH GRADING TO BE COMPLETED PRIOR TO THE START OF PLANT INSTALLATION. SUBSTANTIAL COMPLETION SIGN-OFF BY LANDSCAPE ARCHITECT CONTRACTOR TO ENSURE NO CHANNELIZED FLOWS AROUND THE SITE.
2. NO SEEDED AREAS SHALL BE SEEDED UNTIL ALL OTHER CONSTRUCTION ACTIVITIES, INCLUDING PLANTING AND MULCHING HAVE OCCURRED AND LANDSCAPE ARCHITECT HAVE REVIEWED THE FINAL GRADING.
3. QUALITY GUARANTEE: SEED SHALL BE UNIFORM IN COLOR, LEAF TEXTURE, LEAF AND ROOT DENSITY, AND FREE FROM WEED, DISEASES, AND OTHER VISIBLE IMPERFECTIONS AT TIME OF FINAL ACCEPTANCE. GUARANTEE DOES NOT COVER DAMAGE AS A RESULT OF FERTILIZERS, PESTICIDES, OR OTHER APPLICATIONS NOT SUPERVISED BY THE CONTRACTOR OR AS A RESULT OF ACTS OF GOD OR VANDALISM.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE SEED IS PROPERLY IRRIGATED DURING THE GROW-IN PERIOD.
5. SEED IS SUBJECT TO INSPECTION AND ACCEPTANCE. LANDSCAPE ARCHITECT AND/OR CLIENT RESERVES THE RIGHT TO REJECT AT ANY TIME OR PLACE PRIOR TO ACCEPTANCE, ANY WORK WHICH IN THE LANDSCAPE ARCHITECTS OPINION FAILS TO MEET THESE SPECIFICATIONS REQUIREMENTS.
6. SEED BED PREPARATION:
   - 6.1. ALL DEBRIS, ROCKS, ETC. LARGER THAN .5" ARE TO BE REMOVED PRIOR TO SEEDING OR PLANTING.
   - 6.2. ALL AREAS TO BE SEEDED ARE TO RECEIVE A MINIMUM OF 2" OF APPROVED TOPSOIL TILLED INTO A DEPTH OF 4" TO ENSURE INTEGRATION WITH EXISTING SOIL.
   - 6.3. APPROVED TOPSOIL IS TO BE PREFERABLY FROM ON-SITE STOCKPILE FROM STRIPPING OPERATIONS - SEE EROSION AND SEDIMENT CONTROL PLANS.
   - 6.4. IF ON-SITE TOPSOIL IS NOT AVAILABLE, CONTRACTOR SHALL PROVIDE TO SITE ACCORDINGLY.

LANDSCAPE LEGEND

SYMBOL	DESCRIPTION
	SIGNIFICANT TREE STANDS
	NATURAL RESOURCE AREA - RIPARIAN BUFFER
	NATURAL RESOURCE AREA - WETLANDS
	PERIMETER BUFFERS - UNDISTURBED
	100' THOROUGHFARE CONSERVATION BUFFER
	SEEDED AREAS

NOTES:
1. CAPE FEAR RIVER BUFFER TO REMAIN UNDISTURBED.
2. PERIMETER BUFFERS TO REMAIN UNDISTURBED. EXISTING VEGETATION SHALL BE SUPPLEMENTED AS NEEDED TO SATISFY BUFFER REQUIREMENTS.
3. EXISTING VEGETATION IN US 1 RIGHT-OF-WAY SHALL REMAIN TO SATISFY THOROUGHFARE BUFFER REQUIREMENT.
4. SEED ALL DISTURBED AREAS.

NOTES

1. OWNER SHALL BE RESPONSIBLE FOR 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.
2. OWNER SHALL ALSO BE RESPONSIBLE FOR 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.

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811 NORTH CAROLINA ONE-CALL CENTER www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

SCALE: 1" = 100'
0 100 200 250 300 350 400

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036525 GRAHAM H. SMITH

Final Drawings
~~Review Purposes ONLY~~

SITE COLLABORATIVE
LANDSCAPE ARCHITECTURE
1620 Hillsborough Street, Suite 100
Raleigh, NC 27605 | 919.805.3586

PRELIMINARY DWG'S
NOT FOR CONSTRUCTION

GENESIS 01

Appian
CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

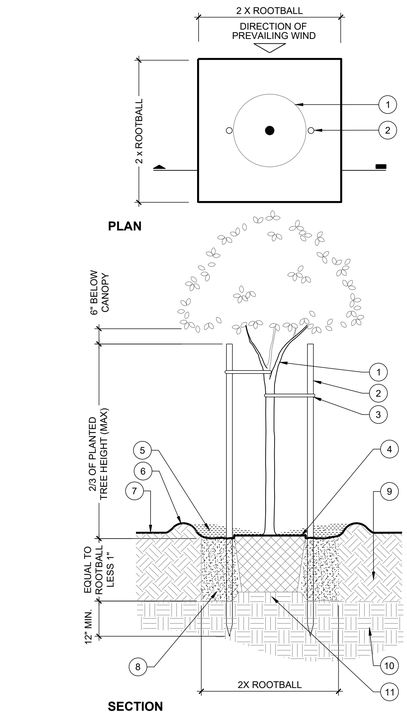
DUKE ENERGY PROGRESS

APEX FRIENDSHIP ROAD 230kV - CONSTRUCT SUBSTATION
4113 DEER PATH ROAD, APEX, NC
LANDSCAPE PLAN

NO.	DATE	REVISION	BY	CK.	APP.
1	6/5/25	PER TOWN OF HOLLY SPRINGS REVIEW COMMENTS	RT	GS	

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: RT
DATE: 04/16/25
SCALE RATIO 1:1
CHK. GS
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: —
SHEET C801 OF —

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



LEGEND

1. TREE AND ROOTBALL PER PLAN
2. TREE STAKES PER SPECIFICATIONS
3. TREE TIES PER SPECIFICATIONS
4. SET ROOTBALL AT 2" ABOVE FINISH GRADE AT EXISTING SLOPE LEVEL
5. MULCH PER PLANS AND SPECIFICATIONS
6. 4" HIGH EARTH BERM AT EDGE OF PLANT PIT, FIRMLY COMPACTED
7. FINISHED GRADE
8. AMENDED SOIL PER SPECIFICATIONS
9. RIPPED AND RECOMPACTED SOIL AMENDED PER SPECIFICATIONS
10. EXISTING UNDISTURBED SOIL
11. PREPARED SUBGRADE PEDESTAL, SIZE PER ROOTBALL DIAMETER

NOTES

A. REFER TO PLANTING SPECIFICATION FOR ADDITIONAL INFORMATION
B. KEEP MULCH 12" AWAY FROM STEMS AND TAPER AT ROOTBALL
C. TAPER MULCH TO 2" DEPTH AT FLATWORK
D. SET ROOTBALL ON COMPACTED SOIL

1 TREE PLANTING
SCALE: 1/2" = 1'-0"

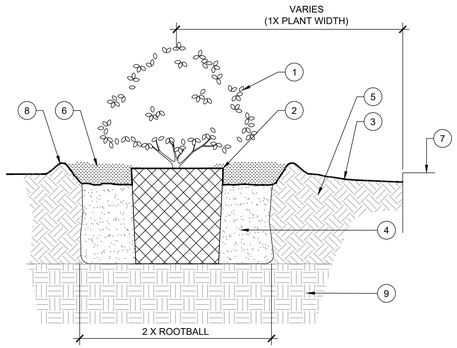
SUPPLEMENTAL BUFFER PLANTS

BOTANICAL NAME	COMMON NAME	MINIMUM INSTALLED SIZE	NOTES
Upper-Story Trees			
Acer saccharum	Sugar Maple	2 1/2" cal	single stem
Celtis occidentalis	Hackberry	2 1/2" cal	single stem
Fagus grandifolia	American Beech	2 1/2" cal	single stem
Juniperus virginiana**	Eastern Red Cedar	2 1/2" cal	single stem
Nyssa sylvatica	Black Gum	2 1/2" cal	single stem
Magnolia grandiflora**	Southern Magnolia	2 1/2" cal	single stem
Pinus palustris **	Longleaf Pine	2 1/2" cal	single stem
Pinus taeda**	Loblolly Pine	2 1/2" cal	single stem
Quercus lyrata	Overcup Oak	2 1/2" cal	single stem
Quercus shumardii	Shumard Oak	2 1/2" cal	single stem
Quercus virginiana**	Southern Live Oak	2 1/2" cal	single stem
Evergreen Understory Trees			
Cryptomeria japonica	Cryptomeria	6' ht.	single stem
Ilex x 'Nellie Stevens'	Nellie Stevens Holly	6' ht.	single stem
Ilex opaca**	American Holly	6' ht.	single stem
Magnolia virginiana*	Sweetbay Magnolia	6' ht.	single stem
Thuja x 'Green Giant'	Green Giant Arborvitae	6' ht.	single stem
Understory Trees			
Amelanchier arborea	Downy Serviceberry	1 1/2" cal	single stem or clump
Carpinus caroniana	American Hornbeam	1 1/2" cal	single stem
Cercis canadensis	Eastern Redbud	1 1/2" cal	single stem
Chionanthus virginicus	American Fringe Tree	1 1/2" cal	single stem
Cornus florida	American Dogwood	1 1/2" cal	single stem
Crataegus viridis	Green Hawthorne	1 1/2" cal	single stem
Hamamelis virginiana	American Witchhazel	1 1/2" cal	single stem
Oxydendrum arboretum	Sourwood	1 1/2" cal	single stem
Styrax americana	American Snowbell	1 1/2" cal	single stem
Shrubs			
Callicarpa americana	American Beauty Berry	24" ht	
Hydrangea arborescens	Smooth Hydrangea	24" ht	
Hydrangea quercifolia	Oakleaf Hydrangea	24" ht	
Ilex glabra**	Inkberry	24" ht	
Ilex verticillata	Winterberry	24" ht	
Ilex vomitoria 'Nana'**	Dwarf Yaupon Holly	24" ht	
Itea virginica	Virginia Sweetspire	24" ht	
Myrica cerifera**	Wax Myrtle	24" ht	
Osmanthus americanus**	American Tea Olive	24" ht	
Rhododendron	Rhododendron	24" ht	Native varieties only
Sambucus canadensis	Elderberry	24" ht	
Viburnum dentatum	Arrowwood Viburnum	24" ht	

** INDICATES EVERGREEN SPECIES
***REFER TO BUFFER PLANTING STANDARDS FOR MAXIMUM SPACING

PLANTING NOTES

1. CONTRACTOR RESPONSIBLE FOR LOCATING ALL UTILITIES AND UNDERGROUND IMPEDIMENTS PRIOR TO BEGINNING PLANTING.
2. PLANTING SHOULD OCCUR IMMEDIATELY AFTER CONSTRUCTION TO STABILIZE AREAS OF BARE SOIL.
3. PLANTS ARE TO BE PURCHASED BY BOTANICAL NAMES. THEY SHALL BE REPRESENTATIVE OF THEIR SPECIES, MEET ALL NOTED CONDITIONS OF SPECIFICATIONS, AND SHALL BE IN VIGOROUS GROWING CONDITION MEETING ANSI STANDARD Z60.
4. LANDSCAPE ARCHITECT OR OWNER MAINTAINS RIGHT TO REJECT ANY PLANT DUE TO AESTHETICS OR STRUCTURAL DEFICIENCY AT ANY TIME.
5. CONTRACTOR RESPONSIBLE FOR FURNISHING AND INSTALLING ALL PLANTS SHOWN ON PLANS IN LOCATIONS SHOWN. QUANTITIES GIVEN ON THE PLANT LEGEND ARE FOR CONTRACTOR'S CONVENIENCE ONLY. IF DISCREPANCIES OCCUR, THE PLANS SHALL OVERRULE THE PLANT LEGEND. CONTRACTOR SHALL LOCATE ALL PLANTS AWAY FROM KNOWN PERMANENT FIXTURES. IF CONFLICT ARISES WITH PLAN, CONTRACTOR SHALL NOTIFY PROJECT MANAGER OR DESIGNEE PRIOR TO PROCEEDING.
6. ALL PLANT MATERIAL SHALL CONFORM TO OR EXCEED THE AMERICAN STANDARD FOR NURSERY STOCK (LATEST EDITION) AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
7. ALL PLANT MATERIAL SHALL BE FREE OF ALL PESTS, DISEASES, AND CANKERS, IN HEALTHY CONDITION, AND FREE OF MECHANICAL DAMAGE AT THE TIME OF PLANTING.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE A HEALTHY AND VIABLE PLANT AND THE PLANT SHALL BE REJECTED IF DEEMED UNHEALTHY OR UNFIT AT ANY TIME DURING THE CONTRACT OR WARRANTY DURATION.
9. IF ANY PLANT/MATERIAL SUBSTITUTIONS ARE REQUESTED BY CONTRACTOR, THEN NOTICE SHALL BE GIVEN TO PROJECT MANAGER OR DESIGNEE AT MINIMUM SEVENTY-TWO (72) HOURS (NOT INCLUDING WEEKENDS) PRIOR TO DESIRED ORDERING DATE/TIME. WHEN SUBSTITUTIONS ARE REQUESTED BY CONTRACTOR, SUGGESTED ACCEPTABLE REPLACEMENTS SHALL ALSO BE PRESENTED AT TIME FOR FULL AND COMPLETE REVIEW BY LANDSCAPE ARCHITECT OR OWNER.
10. BALLED AND BURLAPPED PLANTS/TREES TO BE PLANTED PRIOR TO CONTAINER OR BEDDING PLANTS.
11. BALLED AND BURLAPPED MATERIAL SHALL COMPLY WITH THE FOLLOWING GUIDELINES:
    - 11.1. TREES DESIGNATED B&B SHALL BE PROPERLY DUG WITH FIRM, NATURAL BALLS OF SOIL RETAINING AS MANY FIBROUS ROOTS AS POSSIBLE, IN SIZES AND SHAPES AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
    - 11.2. ROOT BALLS SHALL BE FIRMLY WRAPPED WITH NONSYNTHETIC, ROTTABLE BURLAP AND SECURED WITH NAILS AND HEAVY, NONSYNTHETIC TWINE.
    - 11.3. ROOT COLLAR SHALL BE APPARENT AT SURFACE OF BALL, OR THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXCESS SOIL FROM THE TOP OF THE ROOTBALL.
    - 11.4. REMOVE ALL BURLAP, LACING, AND WIRE BASKET FROM AT LEAST THE TOP 1/2 OF THE ROOTBALL AND DISCARD FROM PLANTING HOLE.
    - 11.5. DO NOT MANEUVER BY TRUNK. HANDLE BY ROOT BALL ONLY.
12. CONTAINERIZED PLANTS SHALL COMPLY WITH THE FOLLOWING GUIDELINES:
    - 12.1. MATERIAL SHALL HAVE FIRM, NATURAL BALLS OF SOIL RETAINING AS MANY FIBROUS ROOTS AS POSSIBLE, IN SIZES AND SHAPES AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
    - 12.2. ROOT COLLAR SHALL BE APPARENT AT SURFACE OF BALL, OR THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXCESS SOIL FROM THE TOP OF THE ROOTBALL.
    - 12.3. REMOVE CONTAINER PRIOR TO PLANTING.



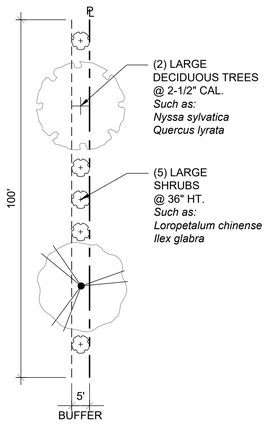
LEGEND

1. SHRUB PER PLANS
2. SET ROOTBALL CROWN 1" ABOVE FINISH GRADE
3. FINISH GRADE
4. AMENDED SOIL PER SPECIFICATIONS
5. RIPPED AND RECOMPACTED SOIL AMENDED PER SPECIFICATIONS
6. MULCH PER PLANS AND SPECIFICATIONS; KEEP MULCH 4" - 6" FROM TRUNK, STEMS, AND TAPER AT ROOTBALL
7. ADJACENT FINISHED SURFACE PER HARDSCAPE PLAN
8. 4" TALL EARTH BERM @ EDGE OF PLANT PIT, FIRMLY COMPACTED.
9. COMPACTED SUBGRADE PER SPECIFICATIONS

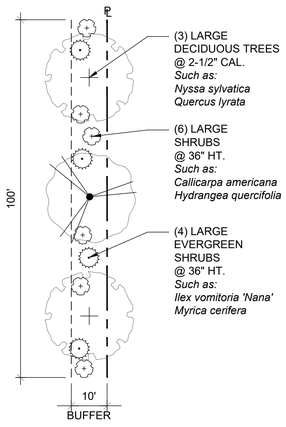
NOTES

A. REFER TO PLANTING SPECIFICATION FOR ADDITIONAL INFORMATION
B. KEEP MULCH 6" AWAY FROM STEMS AND TAPER AT ROOTBALL
C. TAPER MULCH TO 2" DEPTH AT FLATWORK
D. SET ROOTBALL ON COMPACTED SOIL

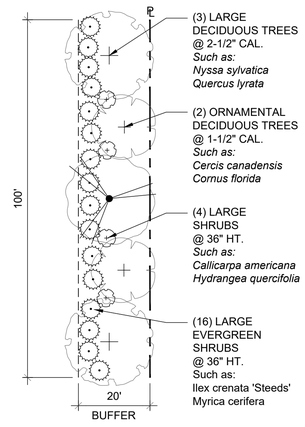
2 SHRUB PLANTING
SCALE: 1" = 1'-0"



3 TYPE 'A' BUFFER - OPEN
SCALE: 1" = 20'



4 TYPE 'B' BUFFER - SEMI-OPAQUE
SCALE: 1" = 20'



5 TYPE 'C' BUFFER - OPAQUE
SCALE: 1" = 20'

BUFFER NOTES

1. BUFFER PLANTINGS TO SUPPLEMENT EXISTING TREES AND VEGETATION IN PERIMETER BUFFERS TO COMPLY WITH OPACITY STANDARD FOR EACH BUFFER TYPE.
2. SEE SUPPLEMENTAL BUFFER PLANT LIST FOR PLANT SELECTIONS.

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date: _____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1325 GRAHAM H. SMITH

SITE COLLABORATIVE
LANDSCAPE ARCHITECTURE
1620 Hillsborough Street, Suite 100
Raleigh, NC 27605 | 919.805.3586

~~Final Drawings~~
~~Review Purposes ONLY~~
PRELIMINARY DWG'S
NOT FOR CONSTRUCTION

GENESIS tri
Appian
CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

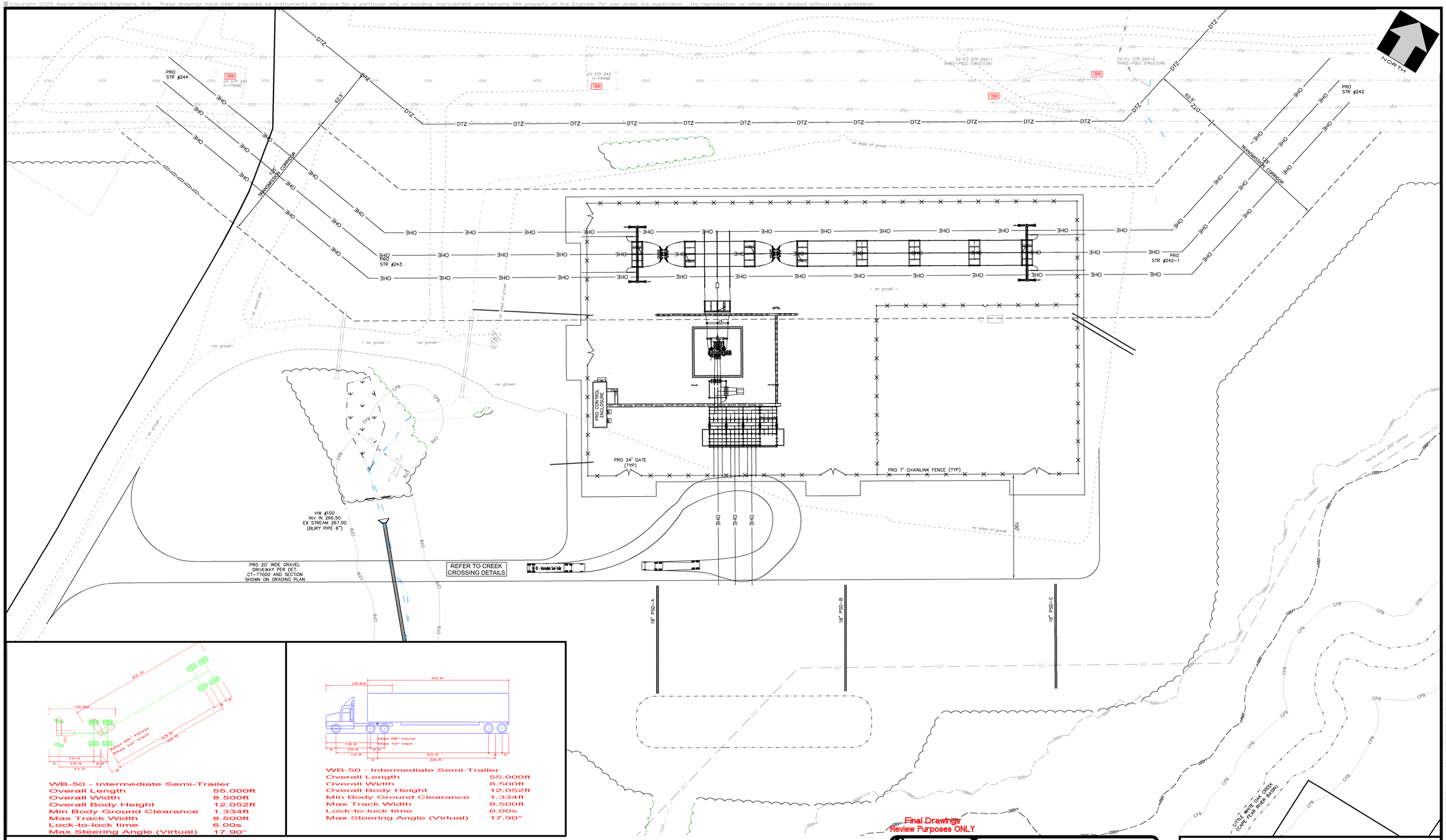
DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230kV - CONSTRUCT SUBSTATION
4113 DEER PATH ROAD, APEX, NC
PLANTING NOTES & DETAILS

NO.	DATE	REVISION	BY	CK.	APP.
1	6/5/25	PER TOWN OF HOLLY SPRINGS REVIEW COMMENTS	RT	GS	

COUNTY: WAKE
SCALE: 1" = 100'
DRAWN: RT
DATE: 04/16/25
SCALE RATIO 1:1
CHK. GS
APP —
ACE J.N.: 24-010
DEP PROJ NO: E22040101
TASK —
DEP DWG NO: —
SHEET C802 OF —

© Copyright 2025 Appian Consulting Engineers, P.A. These drawings have been prepared as instruments of service for a particular site or building improvement and remains the property of the Engineer for use under his supervision. No reproduction or other use is allowed without his permission.



WB-50 - Intermediate Semi-Trailer

Overall Length	55.000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	17.90°

WB-50 - Intermediate Semi-Trailer

Overall Length	55.000ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	17.90°

SCALE: 1" = 40'

0 40 80 100 120 140 160

Final Drawings
Review Purposes ONLY

BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION.

CONSTRUCTION SAFETY
These drawings do not contain the requirements for job safety. All provisions for safety shall be the sole responsibility of the contractor.

These plans are for bidding purposes only and are not to be used as Construction drawings unless initialed and dated as approved for Construction below by the Engineer.

Approved for Construction:

_____ Date:_____

EXISTING CONDITIONS:
The contractor shall be responsible for reviewing all existing job conditions. Any adverse existing conditions affecting work shown on these drawings shall be brought to the attention of the engineer for possible clarification or reconciliation.

RECORD DRAWINGS:
These drawings are believed to be a correct representation of actual field conditions but are not warranted as such.

By: _____ Date: _____

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE-CALL CENTER
www.ncocc.org

CAUTION:
UNDERGROUND TELEPHONE AND FIBER OPTIC LINES ARE IN VICINITY OF SUBSTATION. CONTRACTOR TO VERIFY LOCATION PRIOR TO DIGGING.

WARNING:
OVERHEAD POWER IN VICINITY OF WORK AREA. CONTRACTOR SHALL USE CAUTION WHILE WORKING AROUND ENERGIZED POWER LINES.

SEAL 26959
REGISTERED PROFESSIONAL ENGINEER
DAVID C. REVOIR
04/21/2025

CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
BLN = C0562
2317 Professional Dr.
P.O. Box 7966
Rocky Mount, N.C. 27804
Phone: (252) 972-7703
www.appianengineers.com
admin@appianengineers.com

DUKE ENERGY. PROGRESS

APEX FRIENDSHIP ROAD 230KV SUBSTATION
4113 DEER PATH ROAD, HOLLY SPRINGS, N.C.
WB 50 EXHIBIT

NO.	DATE	REVISION	BY	CK.	APP.

COUNTY: WAKE	SCALE RATIO 1:1	DEP PROJ NO:	E22040101
SCALE: 1" = 40'	CHK. David Revoir	TASK	–
DRAWN: Kelly Williams	APP –	DEP DWG NO:	84437
DATE: 04/21/25	ACE J.N.: 24-010	SHEET	C999 OF 44

S:\Appian Projects - Shared Folder\24010-DEP Apex-Hollysprings\CAD\E-Dwg\C999 - 4/21/2025 - 3:31:49 AM Plotted by: Williams

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 22.

New Business
Title: Holly Springs Business Park PUD Amendment 01-PUD-03-A05 for Pine Springs Upper School
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Grayson Taylor, Development Services, Catherine Jacobs, Development Services

Action(s):

- Adopt Ordinance RZ25-07 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve/deny/defer Planned Unit Development (PUD) Amendment 01-PUD-03-A05.

Explanation:

- The Town has received an application from Pine Springs Preparatory Academy to amend the Holly Springs Business Park Planned Unit Development (PUD) for the purpose of reducing the electric vehicle (EV) parking requirements for schools within the Innovation & Institutional District.
- The proposed amendment would modify the EV parking requirements as set forth by the Unified Development Ordinance (UDO) to apply only to staff and visitor parking and exclude student parking. The PUD currently requires the school to provide EV parking in accordance with the UDO, which calculates the requirement based on total parking spaces, including staff, visitor, and student parking.
- The Holly Springs Business Park's Innovation & Institutional District only applies to Tract E of the PUD, which comprises two parcels located at 420 Green Oaks Parkway.
- The Pine Springs Upper School is currently under construction at this site, after receiving Development Plan approval by Town Council and Construction Drawing approval by Town staff. If the PUD Amendment were approved, Pine Springs Upper School could submit an amendment to the approved Development Plan to the Town to follow the new standards. This Development Plan amendment would qualify as minor, and would not return to Town Council.
- Should this PUD Amendment be approved, Pine Springs Upper School could theoretically reduce their required EV parking spaces from 15 EV spaces and 45 EV-Ready spaces to 6 EV spaces and 18 EV-Ready.

Town Council Public Hearing:

- The legislative public hearing process for Type 6 (Legislative Action - Town Council Review) reviews, including rezoning, is prior to the Planning Board review and

recommendation.
- The public hearing was held on September 16, 2025 for the proposed Conditional District Rezoning
- A summary of the issues raised at public hearing and feedback to the applicant is provided in the staff report.

Staff Recommendation: Approve

Planning Board Recommendation: Approve (5-3)
A summary of the Planning Board discussion can be found in the Planning Board Action Report.

Background:

- The applicant has provided a comparative analysis for their request, through providing standards from the International Green Construction Code ("IGC") and the Town of Apex:
    - The IGC utilizes the International Building Code to apply to new construction of similar building types. This EV parking requirement is 4% of all spaces or 8% of designated employee parking. This would translate to a total of 13 EV-Ready spaces for an entire project, or 15 EV-Ready spaces for employee-only parking for Pine Springs Upper School.
    - For high schools in the Town of Apex, 1% of all spaces are required as designated EV parking. This would translate to a total of 4 EVSE parking spaces total for Pine Springs Upper School.
- The Holly Springs Business Park PUD has been amended four (4) times previously. The same applicant previously applied for an amendment to the PUD to create a new PUD district to allow for a school use. This amendment was approved by Town Council on December 17, 2024.
- 24-DP-07 Pine Springs Upper School Development Plan was approved by Town Council on March 18, 2025.
- In accordance with the updated Town Council Legislative review process, consideration of this application will take place on the following schedule:
    - Tuesday, September 16 - Town Council Public Hearing
    - Tuesday, September 23 - Planning Board review and recommendation
    - Tuesday, October 21 - Town Council consideration and decision

Funding Source(s):
N/A

Attachment(s):
1. 01PUD03A05_HSBP_PUDAmendment_StaffReport
2. 01PUD03A05_HSBP_PUDAmendment_PBActionReport
3. 01PUD03A05_HSBP_PUDAmendment_Ordinance
4. 01PUD03A05_HSBP_PUDAmendment_Application
5. 01PUD03A05_HSBP_PUDAmendment_ProposedTextChange

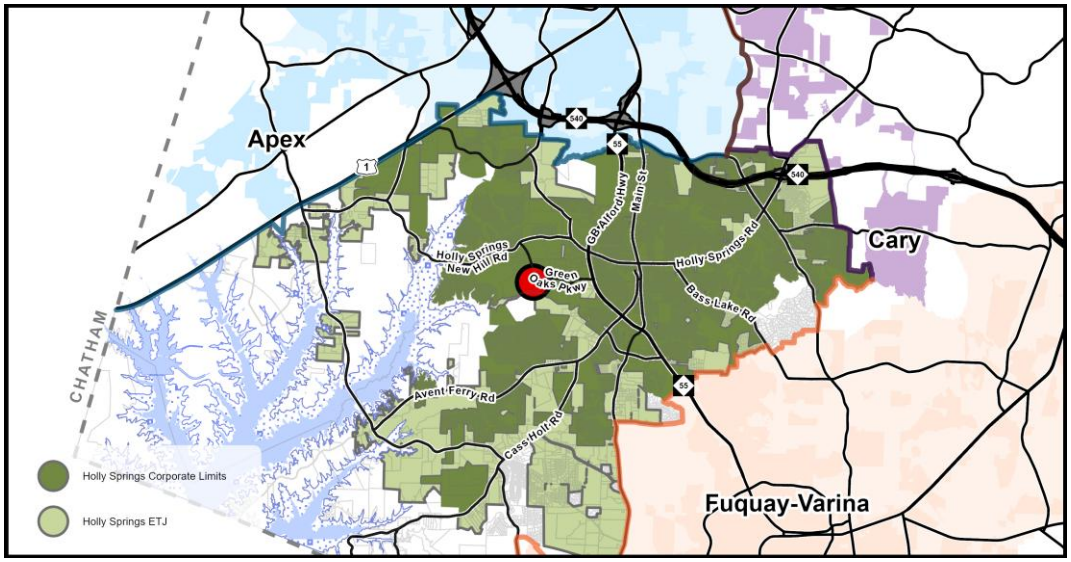
Project Type: Planned Unit Development
Major Amendment

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Bruce Friend - Pine Springs Foundation, LLC

Property Address: 420 Green Oaks Parkway

Property Area: 14.82 ac.



Located in: ☒Holly Springs Corporate Limits ☐Holly Springs ETJ ☐Annexation Pending

Project Summary:
An amendment to the Holly Springs Business Park Planned Unit Development (PUD) to modify the additional use standards for schools in the Innovation & Institutional District to reduce Electric Vehicle Parking requirements.

Requested Action:
Legislative Decision: Having previously held a Legislative Public Hearing to receive public comments, the Town Council must make a determination on whether or not to approve the policy or modification.

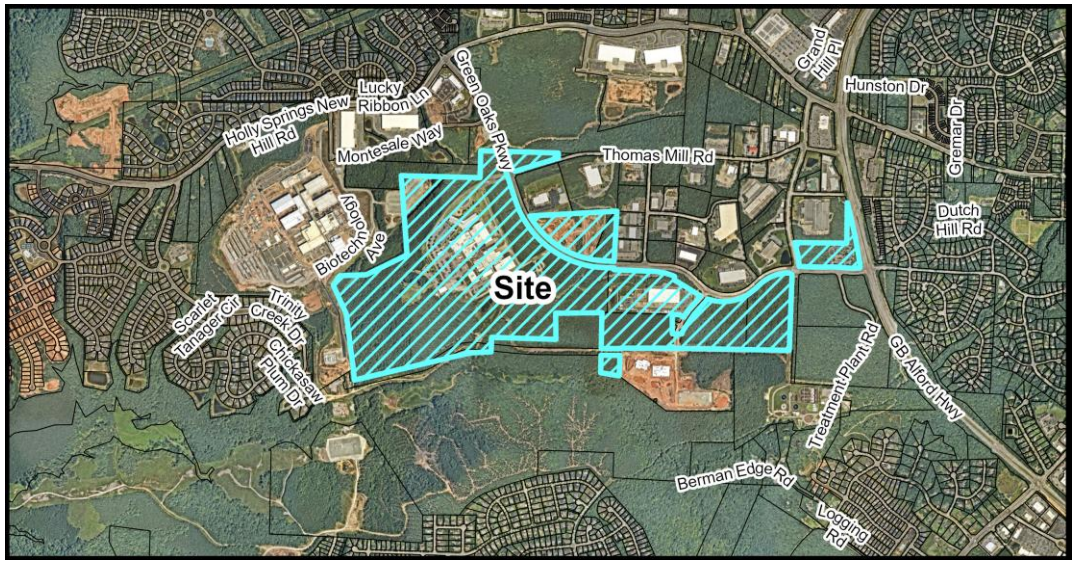
Table of Contents:

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
Utility & Infrastructure Information	Page 12
Natural Resources & Open Space Information	Page 14
PUD Regulations Information	Page 15
Decision-Making Information	Page 18

Case Summary

Current Zoning:
PUD – Planned Unit Development

Proposed Zoning:
PUD – Planned Unit Development



Aerial Photograph

Growth Strategy Map:
Places to Enhance

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Business & Industrial

Staff Analysis:

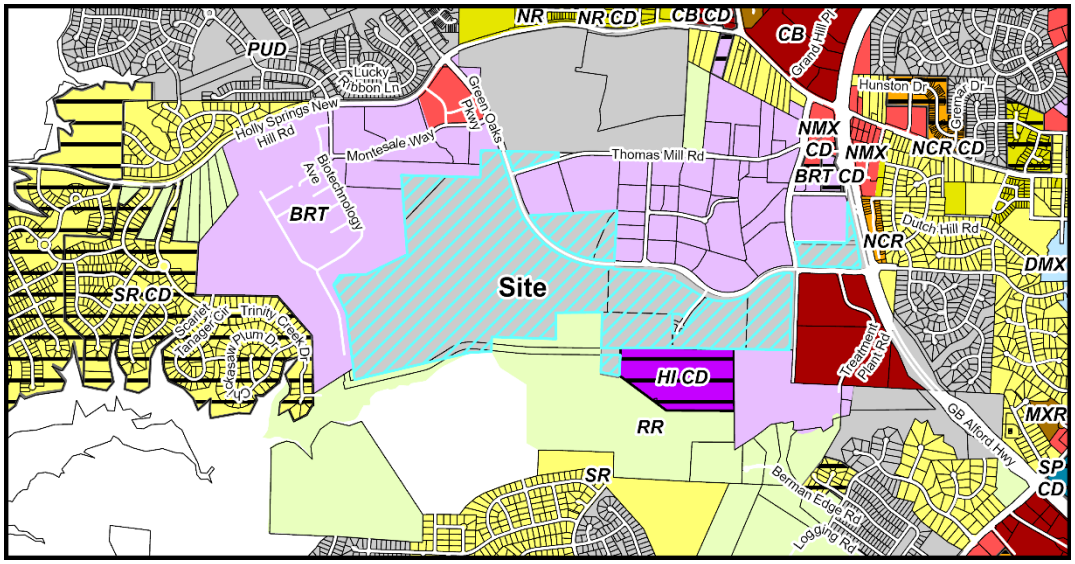
The Zoning Map Amendment is: ☐ Consistent with Adopted Plans/Ordinances ☒ Inconsistent with Adopted Plans/Ordinances

The proposed PUD Amendment to the Holly Springs Business Park seeks to reduce the requirements for Electric Vehicles within the Innovation & Institutional District, specifically for schools. If the PUD Amendment were approved, Pine Springs Upper School, the approved school under construction at 420 Green Oaks Parkway, would apply for a Development Plan amendment to follow the new standards. Under the Unified Development Ordinance, modifications to EV parking requirements are not permitted and the Town stressed the importance of EV parking when drafting the current UDO. However, the applicant has provided a comparison of an adjacent municipality and international standards that show significantly fewer EV parking spaces for similar development types. The PUD Amendment is also supported by the Land Use & Character Plan, as it encourages Town support of school development within the Town, keeping up with demand and meeting overall needs of the community. Overall, the application has been found to be reasonable and in the public interest.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0649120574	PUD	11.64
0649125359	PUD	3.18
	Tract E Total Area	**14.82 acres**
	PUD Total Area	**249.68 acres**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	PUD – Planned Unit Development	School Under Construction (Business & Industrial)
North	Business & Research Technology	Light Manufacturing, Office (Business & Industrial)
South	PUD – Planned Unit Development	CSL Seqirus (Business & Industrial)
East	Business & Research Technology	Light Manufacturing, Office, Indoor Recreation (Business & Industrial)
West	PUD – Planned Unit Development	CSL Seqirus (Business & Industrial)

Parcel Rezoning History

Rezoning Number: 01-PUD-03
Original Zoning: I-1 (Wake County)
Approved Zoning: PUD
Approval Date: October 1, 2002

PUD Amendment History

Amendment #1: 08/01/2006	Height Increase in Manufacturing District
Amendment #2: 10/03/2006	Boundaries and District Standards Adjusted
Amendment #3: 07/19/2011	Parcel Addition
Amendment #4: 12/17/2024	Est. New District, Allow for Schools

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Enhance

Future Land Use: Business & Industrial

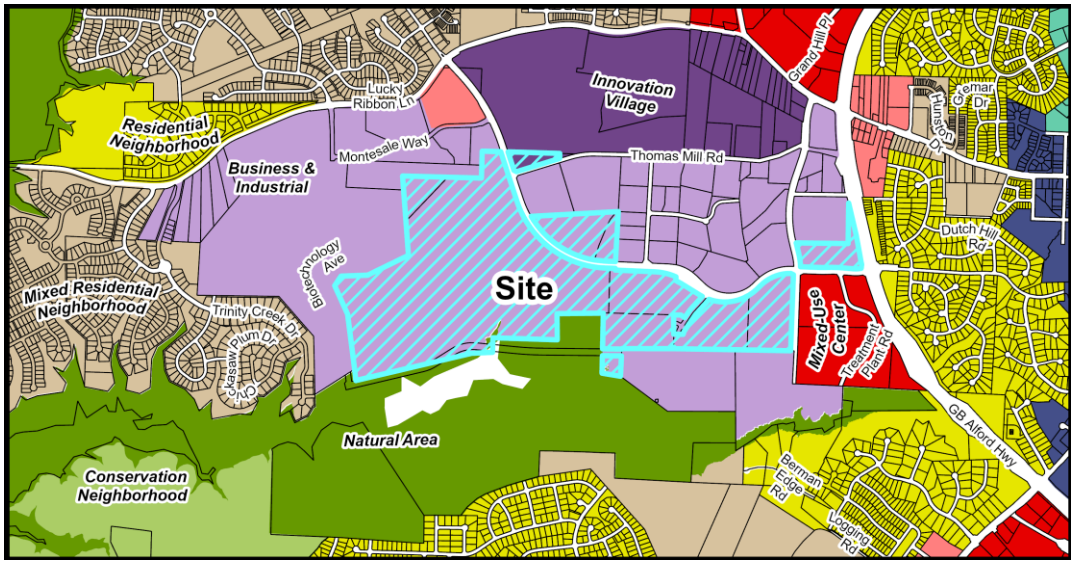
Small Area Plan: N/A

The Requested Zoning Map Amendment is:

☒ **Consistent with the Future Land Use Map**

☐ **Inconsistent with the Future Land Use Map**

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with the Future Lane Use Map, the Zoning Map Amendment has the effect of also amending the Future Land-use Map.



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 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.

Future Land Use: Business & Industrial
Business & Industrial Centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. Business & Industrial Centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

Key Characteristics of Business & Industrial development include:

- Parking is provided off-street in surface parking lots or parking decks at the rear of the lot, and should otherwise be screened from view from the street.
- Typically, business and industrial areas do not prioritize the preservation of natural resources, though they may rely on landscape for buffering between incompatible uses.
- Though these areas are not typically designed as walkable, activated centers, they may include formal open spaces such as squares or plazas for the use of employees.
- Low-impact landscape design techniques and sustainable stormwater practices should be incorporated.
- Green roof elements and/or rooftop gardens are encouraged.
- Building types are primarily office and industrial.
- Buildings may be up to 6 stories. Exceptions may be allowed for special manufacturing uses.

Small Area Plan: N/A

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Land Use & Character Plan/Ordinances

The applicant's request to amend the Holly Springs Business Park is specific to one PUD District, designated on only Tract E as identified on the PUD Master Plan. Tract E consists of two parcels, the larger of which is addressed as 420 Green Oaks Parkway. Last year Town

Land Use & Character Information (cont.)

Council approved a PUD amendment to apply to Tract E, creating the current Innovation & Institutional District, and a Development Plan for a 120,000 sf charter school to allow a The school is currently under construction.

The current request is to modify the parking standards for electric vehicles for schools, reducing the requirement to apply to staff and visitor parking only, excluding student parking. Currently, the PUD defers to the UDO for all parking standards, including the calculation for the required number of EV parking spaces. The following UDO standard applies:

(Excerpt of) Table 6.6-A – Electric Vehicle Parking Spaces Minimum Standards		
USE	**THRESHOLD FOR APPLICABILITY**	**REQUIREMENT**
All other uses	50 or more provided spaces in a single development	5% of all spaces shall have EVSE & Additional 15% shall be EVSE-Ready

In their application, the applicant states that the provision of electric vehicle spaces for students may create concerns over infrastructure maintenance and student safety. While the Land Use & Character Plan does not specifically speak to electric vehicle parking, several specific recommendations provide support to the application, including:

- *SI-1 Add Infrastructure Capacity and Increase Services to Keep Pace with Development*. As the Town has grown, in terms of residents and employment opportunities, demand for education to support these have increased. Assisting schools in accommodating this growth should be considered.
- *SI-11 Safeguard Access to Quality Education* supports new school development within the Town.

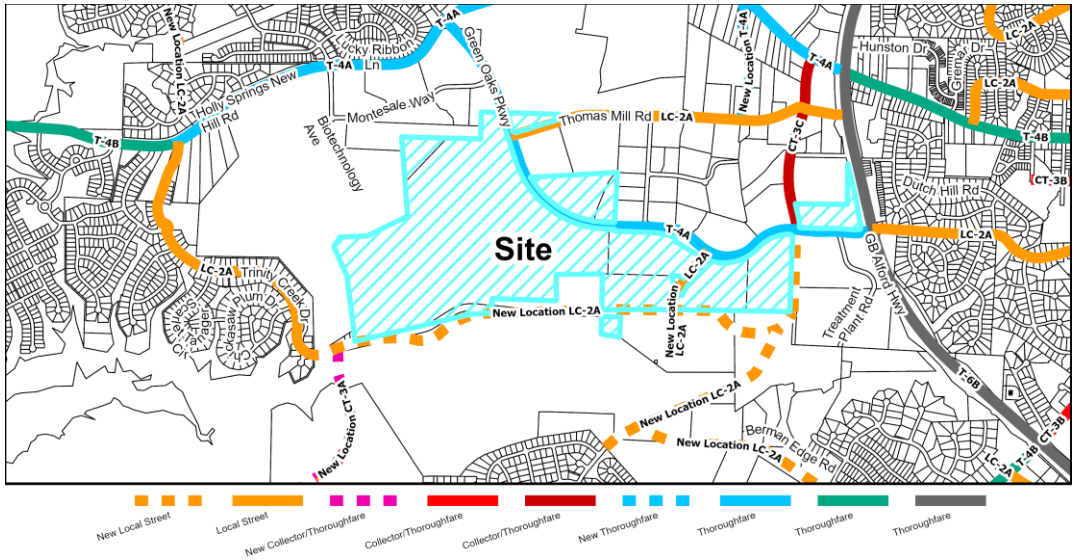
While the EV parking requirement is an important component of the Town's Unified Development Ordinance, the proposed PUD amendment is not inconsistent with the Land Use & Character Plan.

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:

The project has frontage along Green Oaks Parkway, which has already been constructed to its ultimate cross section. Therefore, no additional roadway widening is required. This amendment does not impact previous commitments to transportation improvements.

New Location Roadways:

There are no new roadways that impact the subject property shown on the Comprehensive Transportation Plan.

Hotspot/Safety Study Location:

There is not a Hotspot or Safety Study location within the Traffic Study scoping area. This amendment does not impact previous commitments to transportation improvements.

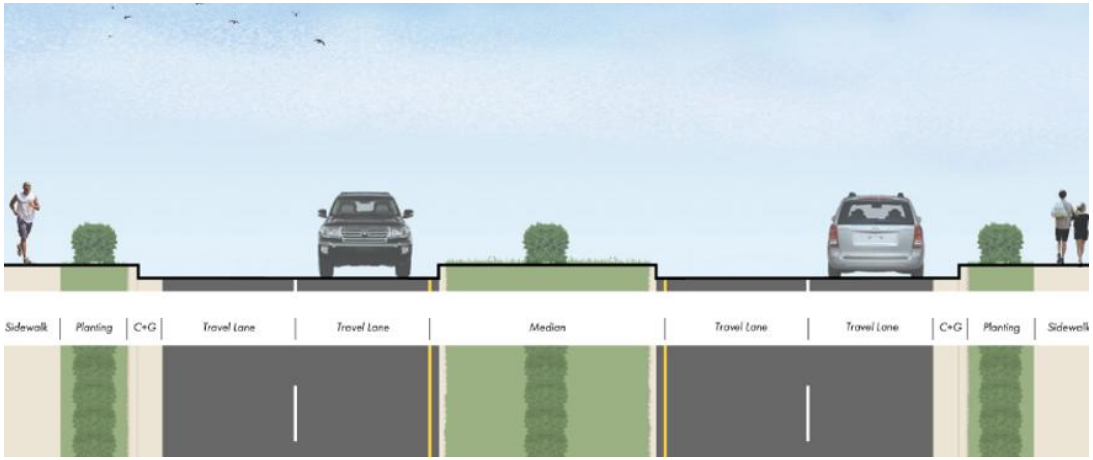
Improvement Prioritization:

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) was completed with the previous PUD amendment (01-PUD-03-A04), that modified the zoning district for 420 Green Oaks Parkway to allow development of Pine Springs Upper School. This current amendment does not impact the previously completed Traffic Study or any previous commitments to transportation improvements. As a reminder, the previous commitments from the traffic study were as follows:

Greek Oaks Parkway at Proposed School West Access/Seqirus East Access (unsignalized)

- Construct southbound approach with one (1) ingress lane and two (2) egress lanes.
- Limit access at proposed School West Access to right-in/ right-out/ left-out using median channelization to prohibit left-in movements.
- Provide stop control southbound approach.
- Limit access at proposed School West Access to prohibit entrance/exit during AM and School PM peak hours.
- Extend existing westbound left-turn lane to 300 feet of storage and appropriate taper.

Green Oaks Parkway at Proposed School East Access (unsignalized)

- Construct southbound approach with one (1) ingress lane and one (1) egress lane.
- Limit access at proposed School East Access to right-in/right-out only.
- Construct westbound right-turn lane with 50 feet of storage and appropriate taper.

Pedestrian Safety

- Provide fee-in-lieu for future construction of pedestrian crossing along Green Oaks Parkway.

Transportation Information (cont.)

Transportation Staff Analysis:

The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

This amendment does not impact the previously completed Traffic Study or any previous commitments to transportation improvements. Therefore, the proposed amendment is consistent with the Comprehensive Transportation Plan.

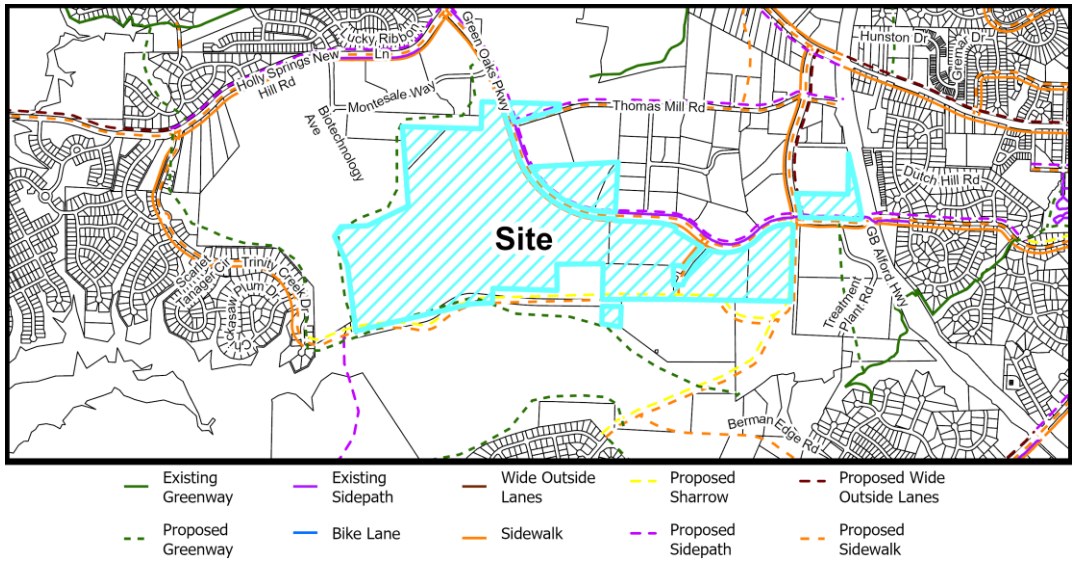
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☒ Sidepath

A Sidepath already exists along the Green Oaks Pkwy frontage of this project and is not impacted with the proposed amendment.

Parks, Recreation, & Greenways Summary

The project will retain the existing Sidepath.

Parks, Recreation, & Greenways Staff Analysis:

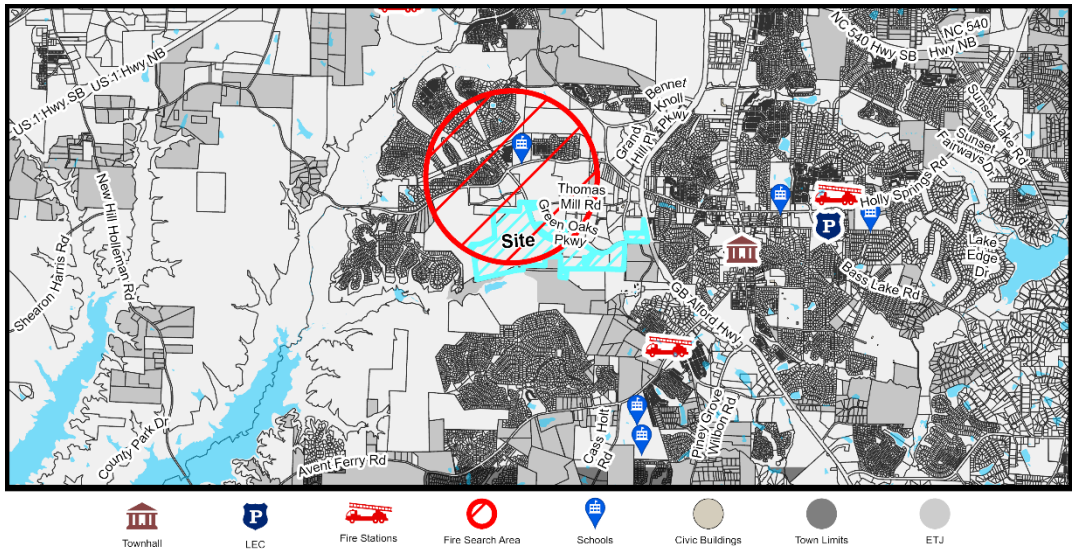
The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The PUD amendment request is consistent with the Parks, Recreation, and Greenways Master 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

WCPSS Coordination

Wake County Public School system is aware of Pine Springs Upper School currently under construction at the site.

Community Facilities Plan

The site falls within a Potential Future Fire/Police Facility zone on the Community Facilities Plan Map. This zone has been addressed with the construction of Fire Station #3, located on Cinder Station Road.

Community Facilities Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan

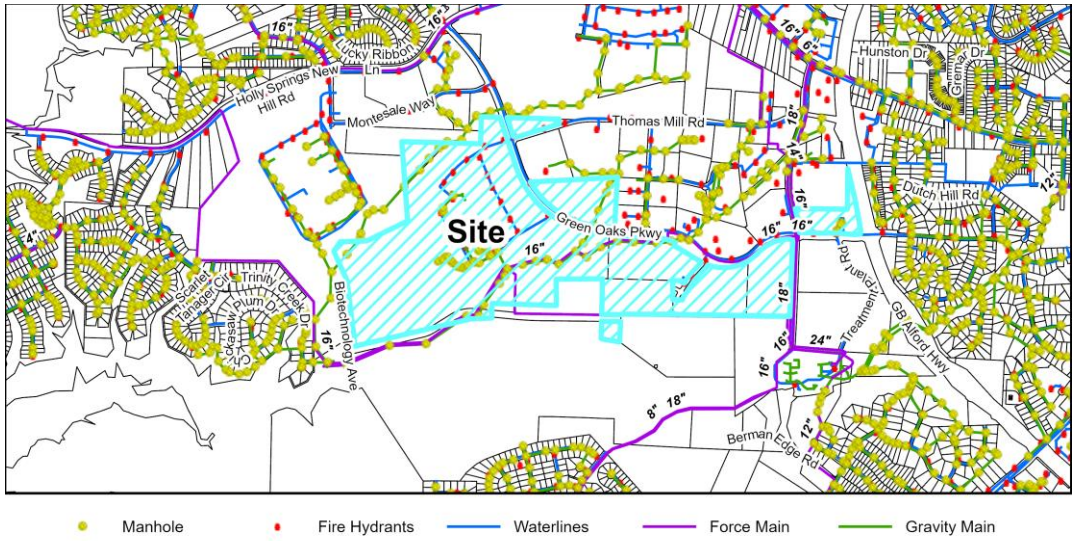
The PUD Amendment does not appear to create any impact to Community Facilities.

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:

Water currently exists within Green Oaks Parkway and is proposed to be extended into the site to serve the development. This amendment does not impact the previously completed Fire Flow Analysis or proposed water extensions to serve the project.

Sanitary Sewer:

Sewer currently exists on site and the development will connect service lines to the existing sewer main. This amendment does not impact the previously completed Sewer Study. As determined by the previous Sewer Study, existing downstream infrastructure is adequate to support this development.

Reclaim:

Reclaimed water currently exists within Green Oaks Parkway and is not proposed to be utilized on this site. This amendment does not impact reclaimed water.

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
This amendment does not impact the proposed wastewater generation from the development and is not needing to request additional sewer flow. Therefore, the WRMP is not applicable. As a reminder, the previous Utility Allocation Summary is below:

Utility Allocation Summary

Priority Level: Priority Level 1
Allocation Assignment: Institutional
Allocation Approved: 7,200 gallons per day (Approved on 12/17/24)

Infrastructure & Utility Staff Analysis:

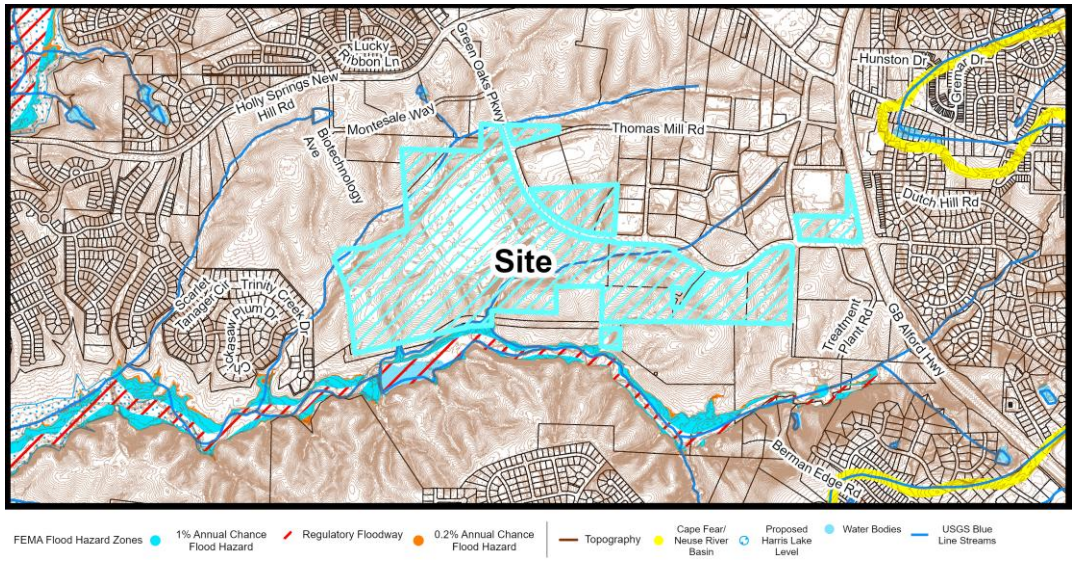
The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

This amendment does not impact the previously completed Engineering Studies for utilities or proposed utility extensions to serve the project. Therefore, the proposed amendment is consistent with the Infrastructure and Utilities section of the Comprehensive Plan.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space 10%



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The Holly Springs Business Park PUD Regulations require a 10' Undisturbed Buffer along the northern property line of Tract E, and a 30' Semi-Opaque buffer along Green Oaks Pkwy. The approved Pine Springs Upper School Development Plan retains these required buffers.

Stormwater:

The proposed amendment does not impact the proposed treatment of stormwater runoff, nor does it change any impacts to environmental features on site.

Natural Resources & Open Space Staff Analysis:

The PUD Amendment is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The applicant has not proposed changes to the existing Holly Springs Business Park PUD Regulations regarding Natural Resources & Open Space.

Planned Unit Development (PUD) Amendment Information

Unified Development Ordinance/HSBP PUD Regulations

UDO Section 1.6.1.H addresses legacy Planned Unit Development (PUD) projects such as the Holly Springs Business Park PUD. The establishment of new PUD projects is not allowed; however, the Town recognizes that past projects were approved under this land use process and Minor and Major Amendments to PUDs are allowed. Examples of changes that qualify as a Major Amendment include changes to density or building areas, setbacks and building heights, roadway networks, open space, or any other changes that depart significantly from the original approval. Changes including the modification of required development standards qualify as a Major Amendment.

This PUD Amendment is a request to modify the Innovation & Institutional District's Additional Standards for schools. The change requested is apply the UDO's EV parking standards solely to staff and visitor parking, excluding student parking from EV calculations. Total parking space requirements for schools are determined by a parking study, where the applicant must provide an analysis depicting sufficient parking capacity. While this determines the overall parking space count, the UDO then uses this number to determine the electric vehicle requirement. For example, a development with more than 50 parking spaces, the UDO requires 5% of all parking spaces to install EV-charging equipment, and 15% of spaces to be EV-Ready. (EV-Ready spaces are parking spaces with electrical conduit run underground for future charging stations to be added a later date, if desired by the property owner.)

Below is the proposed amendment to the Holly Spring Business Park, as shown in text.

Holly Springs Business Park PUD Innovation & Regulations

Innovation & Institutional District Additional Standards for Schools

Proposed Amendment identified in **Bold**
a. The following conditions are applicable to uses: School (Commercial, Trade, or Business) i. Uses applicable in this section shall meet the criteria set forth in the Town of Holly Springs UDO Section 3.3.6 Public and Institutional Uses – Additional Use Provisions. Exceptions to 3.3.6 are listed below: a. Perimeter buffers shall follow the approved perimeter buffers per the HSBP Landscape Regulations. ii. Student queuing and stacking for carpools shall be sufficient to demonstrate no queuing within a public right of way. iii. This district shall only apply to Tract E as shown on C7.0 of the Holly Springs Business Park Master Plan. iv. Any school will follow the Perimeter buffers as shown on sheet C8.0 and the master plan. All other landscape regulations shall adhere to UDO Section 5. v. Any school will meet the Additional Infrastructure Requirements except for B.

Proposed Amendment identified in **Bold**
Traffic Impact Analysis, where the Traffic Impact Analysis shall be required as development plans/site plans are submitted. vi. Outdoor spaces such as plazas, gathering areas with benches, picnic tables for outdoor dining, and other outdoor areas for students to utilize during breaks or during school activities shall be provided within proximity to any educational building. Minimally, two outdoor spaces shall be provided around any educational building. vii. All uses shall apply with Additional Site Design Requirements of the HSBP PUD with exceptions as outlined below: a. Barbed wire fencing is prohibited b. Parking along Green Oaks Parkway frontage shall be limited to one bay of parking (a maximum of 65 feet in depth perpendicular to the street). **viii. Any school shall meet the parking standards of Chapter 6 of the Town of Holly Springs UDO, with the exception of the following:** **a. Percentage of parking for electric vehicles (EV) shall be based on parking required for staff and visitors only. Student parking shall be excluded from required EV parking requirement calculations.** ix. Any school will follow the intent of the plan labeled Innovation & Institutional District Concept Plan in the Holly Springs Business Park PUD Regulations.* **see packet for concept plan*

As the Innovation & Institutional District currently has an approved Development Plan for the Pine Springs Academy Upper School under construction within the district, this proposed PUD amendment will apply to the project. Currently, approved Development Plan for Pine Springs Upper School has existing parking requirements that are shown below. The proposed PUD Amendment and its potential effect on electric vehicle parking standards are shown adjacent.

Potential Parking Requirement Changes to 24-DP-07 Pine Springs Upper School

Parking Requirements	Approved with 24-DP-07	Proposed Standard	Potential Change in Parking
Total Vehicle Spaces	303 spaces	303 spaces	-
Staff/Visitor Parking	116 spaces	116 spaces	-
Student Parking	187 spaces	187 spaces	-
Bike Parking	12 spaces	12 spaces	-
EV Parking	5% EVSE: 15 spaces 15% EVSE Ready: 45 spaces	**5% EVSE: 6 spaces** **15% EVSE Ready: 18 spaces**	**EVSE: 9 fewer spaces** **EVSE Ready: 27 fewer spaces**

As part of the application, the applicant also submitted EV parking information detailing a comparison to an adjacent municipality and the International Green Construction Code. While the comparison to the Town of Apex is a direct comparison between high schools, the IGC code is for commercial/non-residential buildings. A summarized comparison is below:

Relevant EV Parking Requirements	Town of Holly Springs	Town of Apex	Intl. Green Construction Code
Requirement Calculation	5% EVSE 15% EVSE-Ready	1% of all required spaces	4% of all spaces EV-Ready *or* 8% of employee spaces EV-Ready
Spaces Required if Applied	**15 EVSE** spaces **45 EV-Ready** spaces	**4 EVSE** spaces	**13 EV-Ready** (Total) or **15 EV-Ready** (Employee)

Planned Unit Development Standards Staff Analysis

The PUD Amendment is: ☐ Consistent ☒ Inconsistent with PUD Standards/Unified Development Ordinance

For schools, a parking study is required to determine total parking requirements for a school, and this was utilized by the approved school under construction. The applicant also provided a brief analysis, detailing a comparison between the Town of Holly Springs's EV parking standards to those of the Town of Apex and the International Green Construction Code which displays a noticeable difference in EV parking requirements.

Upon drafting the 2022 Unified Development Ordinance, Planning Board and Town Council stressed the importance of adequate EV parking requirements as the Town looks to the future and no specific non-residential development was singled out as exempt. The most recent school, Rex Road Elementary School, was approved by the Town in 2022 following these standards and was able to meet the Town's code requirements with 6 EV spaces and 18 EV-ready spaces. However, it is important to note that as an element school, there was no student parking lot subject to the standard. In addition, when adopting the 2022 UDO, the EV parking requirements were not intended to allow for a deviation. UDO Chapter 2 outlines current permitted modifications to a Conditional Zoning Districts, the modern iteration of the Planned Unit Development, and electric vehicle parking requirements are not shown to be a permitted modification. Therefore, the proposed PUD amendment is not consistent with the Unified Development Ordinance. However, staff finds that the PUD Amendment provides a reasonable request for a reduction in the EV parking standards for the Innovation & Institutional District's school use and supports approval.

Decision-Making Information

Comprehensive Plan and Planned Unit Development 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	
PUD Standards/UDO	☐ Consistent ☒ Inconsistent

PUD Amendment (Rezoning) Staff Analysis
The applicant must demonstrate that the proposed Zoning Map Amendment and property owner offered conditions (if any) or unique conditions associated with this request support the Town's Comprehensive Plan objectives and/or Ordinances and why the proposed zoning change is reasonable and in the public interest. The applicant has provided a statement in the petition.

Staff has reviewed the application and has determined the requested Zone Map Change is:

☐ Consistent with Adopted Plans/Ordinances
☒ Reasonable and in the Public Interest
☒ Inconsistent with Adopted Plans/Ordinances
☐ Not Reasonable and in the Public Interest

The proposed PUD Amendment to the Holly Springs Business Park seeks to reduce the requirements for Electric Vehicles within the Innovation & Institutional District, specifically for schools. If the PUD Amendment were approved, Pine Springs Upper School, the approved school under construction at 420 Green Oaks Parkway, would apply for a Development Plan amendment to follow the new standards. Under the Unified Development Ordinance, modifications to EV parking requirements are not permitted and the Town stressed the importance of EV parking when drafting the current UDO. However, the applicant has provided a comparison of an adjacent municipality and international standards that show significantly fewer EV parking spaces for similar development types. The PUD Amendment is also supported by the Land Use & Character Plan, as it encourages Town support of school development within the Town, keeping up with demand and meeting overall needs of the community. Overall, the application has been found to be reasonable and in the public interest.

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: 7/15/2025
Summary of Issues: No attendees present.

Legislative Public Hearing

Public Hearing Date: 9/16/2025

Public Hearing Video: https://hollyspringsnc.portal.civicclerk.com/event/567/media (Public Hearing begins at 00:40:30)

Legislative Public Hearing Summary

Prior to the Legislative Public Hearing:
- Mailed notice has been sent to all property owners within 500 feet of the project.
- Published notice has been made twice in the News & Observer.
- Posted notice has been made with a public hearing sign on the property.

Public Hearing Discussion:
- Comparison to recent Wake County Public School System projects approved by the Town
- Staff's initial analysis of the PUD Amendment

Planning Board Consideration & Action

Planning Board Meeting Date: 9/23/2025

A summary of the Planning Board discussion, the adopted Plan Consistency Statement, 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 or during the public hearing:
- None

Town Council Consideration & Action

Zoning Map Amendment Plan Consistency Statement, Statement of Reasonableness, & Zoning Map Amendment Decision

Per NCGS 160D-605, when adopting or rejecting any Zoning Map Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of the proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

Town Council Decision Type: Legislative Decision

Legislative Decision:
Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Staff Recommended Consistency and Reasonableness Statement:

While the proposed modification is inconsistent with the UDO's base electric vehicle parking standards, the requested PUD Amendment is consistent with the Vision Holly Springs Comprehensive Plan since the Land Use & Character Plan provides specific recommendations which encourage the support for development of schools in the community. It is reasonable and in the public interest because the amount of required EV parking may not be necessary or safe for the adequate function of the school or to meet the overall needs of the Town.

Potential Zoning Map Amendment Petition Motion(s)
Adopt Ordinance RZ25-07 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve Planned Unit Development Amendment.

Planning Board Meeting Date: 9/23/2025

Per NCGS §160D-604(b), all proposed amendments to the Unified Development Ordinance (UDO) or Zoning Map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning 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 land use standards and densities allowed in the proposed zoning district are appropriate for the property and consistent with the Vision of Holly Springs Comprehensive Plan. Technical standards of the Unified Development Ordinance are addressed once a Development Plan or Subdivision Plan is submitted for review.

The Planning Board discussed the following issues and concerns:
- Parcels to be affected by Amendment
- Possibility to students driving Electric Vehicles to school
- Comparison to other recent WCPSS high school projects
- Program/Administration of chargers for use by staff or students
- How the UDO would be applied for new WCPSS high school within Town planning jurisdiction
- Why the amendment is being brought before the Town currently, as opposed to during the previous Amendment (01-PUD-03-A04)
- Concern over current EV parking requirements of the UDO

Zoning Map Amendment Plan Consistency Statement
Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

The Planning Board adopted the following Plan Consistency Statement. (5 - 3) [1 recusal]

While the proposed modification is inconsistent with the UDO's base electric vehicle parking standards, the requested PUD Amendment is consistent with the Vision Holly Springs Comprehensive Plan since the Land Use & Character Plan provides specific recommendations which encourage the support for development of schools in the community. It is reasonable and in the public interest because the amount of required EV parking may not be necessary or safe for the adequate function of the school or to meet the overall needs of the Town.

Those voting against the motion:

- Mr. Bess – Inconsistent with the UDO
- Mr. Crandall – Inconsistent with the UDO
- Mr. Kessler – Inconsistent with the UDO

Zoning Map Amendment Petition Motion

The Planning Board recommends the Town Council approve PUD Amendment 01-PUD-03-A05 to modify the regulations of the Innovation & Institutional District of the Holly Springs Business Park, specifically reducing the requirements for electric vehicle parking standards as submitted by Pine Springs Foundation LLC.

The Planning Board voted in favor of the recommendation. (5 - 3) [1 recusal]

Those voting against the motion:

- Mr. Bess – Inconsistent with the UDO
- Mr. Crandall – Inconsistent with the UDO
- Mr. Kessler – Timing of application

Additional Planning Board Actions

The Planning Board made a separate motion in addition to the Consistency Statement and Recommendation.

Motion to recommend the Town further examine and research electric vehicle parking requirements.

The Planning Board voted in favor of the motion. (8 - 0) [1 recusal]

Ordinance No. RZ25-07
Date Submitted: September 16, 2025
Date Adopted: October 21, 2025

AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP; AND ADOPT THE ZONING MAP AMENDMENT PLAN CONSISTENCY STATEMENT & STATEMENT OF REASONABLENESS REQUIRED BY NORTH CAROLINA GENERAL STATUTES 160D-605

WHEREAS, the Town of Holly Springs Town Council adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan in November 2007; and

WHEREAS, the Town of Holly Springs Town Council has maintained and updated Vision Holly Springs: Town of Holly Springs Comprehensive Plan by adopting Section 1: Land Use & Character Plan in 2019; Section 2: Comprehensive Transportation Plan in 2022, and Section 3: Parks, Recreation and Greenways Master Plan in 2021; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 249.58 acres of Wake County PINs 0649120574, 0649125359, 0639914852, 0649034509, 0649211643, 0649311134, 0649319322, 0649119084, 0649427230, and 0639837172, to amend the existing Holly Springs Business Park Planned Unit Development, to modify the regulations of the Innovation & Institutional District, specifically reducing electric vehicle parking requirements for schools; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Business & Industrial; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on September 16, 2025 to consider the proposed changes to the Official Zoning Map; and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on September 23, 2025 and recommended approval by a vote of 5-3; and

SUPPORTING APPROVAL
(This portion to be removed if vote to Deny)

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council adopts the following Zoning Map Amendment Plan Consistency Statement as required by NCGS §160D-605:

While the proposed modification is inconsistent with the UDO's base electric vehicle parking standards, the requested PUD Amendment is consistent with the Vision Holly Springs Comprehensive Plan since the Land Use & Character Plan provides specific recommendations which encourage the support for development of schools in the community.

WHEREAS, the Town of Holly Springs Town Council adopts the following Statement of Reasonableness as required by as required by NCGS §160D-605:

The requested PUD amendment is reasonable and in the public interest because the amount of required EV parking may not be necessary or safe for the adequate function of the school or to meet the overall needs of the Town.

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the proposed Zoning Map Amendment is **APPROVED,** and the Unified Development Ordinance of the Town is amended as follows:

Amend Unified Development Ordinance Section 1.7 Official Zoning Map with the following rezoning request: 01-PUD-03-A05 to amend the Holly Springs Business Park Planned Unit Development, consisting of PINs 0649120574, 0649125359, 0639914852, 0649034509, 0649211643, 0649311134, 0649319322, 0649119084, 0649427230, and 0639837172.

The properties are subject to all the conditions listed amended in the Holly Springs Business Park PUD Detailed Regulations submitted by Curry Engineering.

Part 1:
REPEAL OF CONFLICTING ORDINANCES
All ordinances or parts of the Unified Development Ordinance of the Town of Holly Springs conflicting or inconsistent with the provisions of this rezoning ordinance are hereby repealed.

Part 2:
INCLUSION IN UDO
It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section, or "Article" or other word.

SUPPORTING DENIAL
(This portion to be removed if vote to Approve)

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council adopts the following Zoning Map Amendment Plan Consistency Statement as required by NCGS §160D-605:

The requested PUD Amendment from 45.25 acres is inconsistent with the Vision Holly Springs Comprehensive Plan and Unified Development Ordinance as it does not meet goals of the Comprehensive Plan or the standards set by the Unified Development Ordinance.

WHEREAS, the Town of Holly Springs Town Council adopts the following Statement of Reasonableness as required by as required by NCGS §160D-605:

The requested PUD amendment is not reasonable nor in the public interest because it does not provide sustainable infrastructure in development as otherwise required by the Unified Development Ordinance.

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the that the proposed Zoning Map Amendment is **DENIED**.

Part 3 / Part 1:

SEVERABILITY

If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance, or application of this Ordinance to any one parcel or group of parcels is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance or application of this Ordinance to other parcels and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4 / Part 2:

EFFECTIVE DATE

The provisions of this ordinance shall become effective OCTOBER 21, 2025 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of OCTOBER, 2025.

_

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

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: Bruce Friend	Company: Pine Springs Foundation, LLC
Mailing Address: 220 Rosewood Centre Drive	
City, State, Zip: Holly Springs, NC 27540	
Telephone: 919-439-9448	E-Mail: bfriend@pinespringsprep.org
Design Professional	
Name: Andrew Petty	Company: Curry Engineering
Mailing Address: 205 S Fuquay Avenue	
City, State, Zip: Fuquay Varina, NC 27526	
Telephone: 919-552-0849	E-Mail: andy@curryeng.com
Developer	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Architect	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Landscape Architect	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Financially Responsible Party (REQUIRED)	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Property Owner (REQUIRED)	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:

HOLLY SPRINGS
North Carolina

REZONING PETITION

Rezoning, Comprehensive Plan Amendment, UDO Amendment

DPM Appendix #A.02 Supplement 20 September 2024

PETITION TYPE – each request must be a separate application in the Portal	
☐	Zoning Map Change – General Use District
☐	Zoning Map Change – Conditional Zoning District ☐ Option 1 Plan: Development Plan or Subdivision Plan (Preliminary Plat) ☐ Option 2 Plan: Master Plan
☐	Comprehensive Plan Amendment ☐ Text Amendment ☐ Future Land Use Map Amendment ☐ Small Area Plan Map Amendment
☐	UDO Text Amendment – UDO Section:

PROJECT INFORMATION https://www.hollyspringsnc.gov/742/Maps	
Project Name	420 Green Oaks Pkwy
Project Location *Use street address. If none, use closest intersection*	420 Green Oaks Pkwy ☑ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0649120574, 0649125359
Real Estate ID	0347152, 0498522
Project Acreage	14.8 ac Partial Parcel? ☐ Yes ☑ No
Current Zoning	Planned Unit Development (PUD)
Proposed Zoning	Planned Unit Development (PUD)
Current Future Land Use Designation	Business & Industrial
Proposed Future Land Use Designation	Business & Industrial
Small Area Plan Designation *(if applicable)*	
Special Study Scoping Meeting Dates	
Sketch Plan Review *(pre-submittal)* Meeting Date:	
Neighborhood Meeting Date:	July 15, 2025

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: [signature] Date: 8/27/25

PLAN CONSISTENCY STATEMENT

Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.
You must respond to each section. Please use additional sheets as needed.

PLAN CONSISTENCY STATEMENT

In accordance with NCGS §160D-605 when adopting or rejecting any Zoning Map Amendment or UDO Text Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of a proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

Please provide detailed documentation to assist the Council in making their determination.

EXECUTIVE SUMMARY

See attached Sheet

SECTION 1: LAND USE & CHARACTER

See attached sheet

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

Development done within the Innovation and Institutional District will be mitigated by installation of specific traffic ' patterns for traffic during educational hours, dedicated turn lanes, separate driveways for students and for staff, and staggered schedules for different education levels. The proposed district must adhere to the attached concept plan. The concept plan provided illustrates how vehicular staking for a 1,000 student school will provide the entire high demand queue length on the property and not back up into the Green Oaks Parkway right of way.

SECTION 3: PARKS, RECREATION

This amendment to the Holly Springs Business Park provides no change to the requirements set forth in the Holly Springs Business Park Planned Unit Development (PUD) plan in regards to parks, recreation and open space.

Executive Summary

The purpose of this PUD amendment is to provide an additional condition to the previously approved 01-PUD-03-A04 / PLPUD202400133 Holly Springs Business Park PUD Major Amendment. The purpose of the previous amendment was to create an Innovation and Institutional District within the Holly Springs Business Park which would allow for creative uses that are not currently found within the park.

During the design development and implementation of the new Innovation and Institutional District it became evident that one particular component of the Town of Holly Spring's Unified Development Ordinance (UDO) did not appear to be to consider these uses when determining the requirement thresholds. UDO section 6.6 – Electric Vehicle (EV) Parking Spaces requires every non-residential and lodging uses to provide 5% of the total required parking to be EV spaces and 15% of the total parking to be EV Ready parking. While it is not uncommon for municipalities to have electric vehicle parking requirements, by having only one threshold for the EV parking standards, this requirement puts a hardship on institutional uses that have larger parking areas dedicated to temporary and particular users.

As a comparison, the Town of Apex the followings standards when it comes to electric vehicle parking provided that over 19 spaces are provided.

Table 8.3-9: Electric Vehicle Charging Space Requirements

Use	Minimum Number of Required EV-Ready Spaces	Minimum Number of Required Electric Vehicle Charging Spaces
Multi-family or apartment	30% of all required motor vehicle spaces	15% of all required motor vehicle spaces
Government Service	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Commercial Uses	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces, provided the minimum motor vehicle parking requirement is at least 100 spaces.
Office, business or professional	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Office: Coworking Space	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Office: Call Center	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Hotel or motel	30% of all required motor vehicle spaces	10% of all required motor vehicle spaces
Industrial Uses	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Park, active or passive	15% of all required motor vehicle spaces	2% of all required motor vehicle spaces
Parking Structure	15% of all required motor vehicle spaces	3% of all provided motor vehicle spaces
Parking Structure (School, public or private: Elementary, Junior, or Senior)	-	2 spaces
School, public or private: Elementary or Junior	-	3% of all required spaces that are provided in an off-street surface lot
School, public or private: Senior	-	1% of all required spaces that are provided in an off-street surface lot

As a second comparison, The 2021 International Green Construction Code, requires International Building Code (IBC) Occupancy Group A, B, E, F, I, M, and S buildings, not less than 4% of the total number of parking spaces or not less than 8% of designated employee only parking spaces shall be EV-Ready spaces where 20 or more on-site vehicle parking spaces are provided.

Section 1: Land Use & Character

The Holly Springs Business Park was created years ago with a goal to attract large, well-positioned businesses to the area. The land use of business and industrial was intended to be a central hub for talent in the town. The district was created to bring in large scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. This was the goal in 2001 when the Holly Springs Business Park was planned and it remains the goal of the Town in 2024.

Over the years, as the Town of Holly Springs has grown and evolved, it has seen the business park grow and evolve with the addition of large biopharmaceutic companies such as Seqirus, FUJIFILMS, and Catalyst BioCampus corporations all calling the business park home. The addition of Rovisys and Ferguson Plumbing have helped pave the way to creating a true mixture of office, industrial, and commercial uses in the Holly Springs Business Park. The creation of the Innovation & Institution District is designed to strengthen and help build on the mix of uses to help serve one another within the the business park. The district provides existing businesses with an immediate talent pool that can be brought into the work force to gain real world experiences at an early age. It does this by providing an option for facilitates within walking distance to the companies they will support. Community character includes blending uses that support one another in one area. By providing an Innovation and Institution District to an already robust business district, the Town will allow uses that will help support and strengthen the business and industrial community which will help the town fulfill their future land use targets such as Encouraging Use of the Land Use and Character Plan in Everyday Decision- Making (FLU-1), Add Infrastructure Capacity and Increase Services to Keep Pace with Development (SI-1), Capitalize on Strategic Partnerships (SI-3) and Safeguard Access to Quality Edcuation (SI-11).

While this PUD amendment deliveries on several of the Town's specific requirements of the Land Use and Character Plan, more than any other goal, the amendment embodies the recommendation to Build a Community Attractive to Today's Business and Their Employees (FLU-14). This recommendation affirms that today's office parks are being replaced with mixed use campuses with diverse uses geared around creativity and innovation. With the allowance of educational facilities and the shifting of research and development laboratories to allowed uses from special exception uses, the Innovation and Institution District provides a district where creativity and innovation take a front seat to the older way of doing business.

SECTION 4: COMMUNITY FACILITIES

While this property is private property, educational uses are committed to being a community asset for the Towns and communities they serve. Traditionally school facilities have been made available to local community organizations such as the Boy Scouts of America, churches, Holly Springs Parks and Recreation, community sports, and theater productions. Being located in a business park would allow partnerships with the surrounding companies would allow an opportunity to offer on job training sessions and summer internships

SECTION 5: INFRASTRUCTURE & UTILITIES

While the surrounding infrastructure and utilities in the business park are robust and have been designed to accommodate the uses in the PUD, as part of this amendment, the applicant is committed to providing analysis to ensure they are adequate and not creating any adverse impacts impacts to roadways and utilities. This project is subject to the Town's Water Resources Management Policy and is considered to be a Priority Level 1. A hydraulic water model will be provided at development petition submittal.

SECTION 8: NATURAL RESOURCES

All streams and natural resources on site are being preserved to the maximum extent practical. Streams are buffered, impacts will be minimized and permitted through state and federal agencies. Natural perimeter buffers that were established as part of the Holly Springs Business Park PUD are being maintained in their entirety. USACE & NCDENR impact permits were obtained for the previously approved project and no additional impacts are anticipated.

STATEMENT OF REASONABLENESS

The amendment to this rezoning is reasonable and in the best interest of the public as it creates flexibility for institutional uses with in the business park while still adhering to the Town of Holly Springs Comprehensive Land Use Plan.

PUBLIC BENEFITS STATEMENT

A written statement that demonstrates how the proposed Project provides sufficient benefits to the general public. Public benefit may include:

1. Infrastructure improvements such as improvements to existing Streets, intersections, medians, Sidewalks, greenways, sidepaths, pedestrian crossings, and public utilities.
2. Publicly accessible Open Space such as Parks and Playgrounds, dog parks, Urban Civic Spaces, Plazas, Squares, public art, and similar outdoor amenities.
3. Sustainable design and/or architecture such as adaptive reuse of existing buildings, preservation of significant on-site environmental features, on-site renewable energy generation, compliance with established standards such as Leadership in Energy and Environmental Design (LEED), Energy Star, Earthcraft, etc., or other actions that further sustainability of the project.
4. Additional public benefits not listed above may be considered by the decision-making body.

Pine Springs Preparatory Academy (PSPA) is committed to being a community asset and public benefit for the residents of the Town of Holly Springs. Traditionally school facilities have been made available to local community organizations such as the Boy Scouts of America, churches, Holly Springs Parks and Recreation, community sports, and theater productions. Being located in a business park would allow partnerships with the surrounding companies would allow an opportunity to offer on job training sessions and summer internships. PSPA currently has an agreement with the Town to allow use of their middle school facilities and plans to continue to expand upon that relationship with this rezoning.

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.

Notification of Owners:

1. The Petitioner (or agent) shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the petition within a 500' radius of the subject property. Mailing notices shall include surrounding property owners and property owner's association (or equivalent), and the Town of Holly Springs (Attn: Development Services). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to all addresses of the property itself, including apartment or suite addresses.
2. The notice shall include the date, time and location of the Neighborhood Meeting, the name of the Petitioner and the location of the proposed request (address, tax property, identification number or metes and bounds description), and an explanation of the nature of the request.
3. The notice shall be mailed not less than ten (10) days nor more than twenty-five (25) days before the date of the Neighborhood Meeting.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	July 15, 2025
Meeting Time:	4:00 PM - 5:00 PM
Meeting Location:	PSPA Middle School

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:

No one attended the meeting aside from Bruce Friend of PSPA and Andy Petty of Curry Engineering Group.

Changes made to the Petition as a result of the meeting:

No changes made.

Additional attachments required:

- A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- A copy of the signed attendance list that includes the names and addresses of those in attendance.
- A copy of the mailed notice.

Preparer's Signature: Date: 08/27/2025

Pine Springs
PREPARATORY ACADEMY

To: Neighboring Property Owner

From: Pine Springs Preparatory Academy

Date: July 3, 2025

Re: Notice of neighborhood meeting to discuss an amendment to the Holly Springs Business Park Planned Unit Development (PUD) Innovation and Institutional District, to modify electric vehicle parking standards within the previously approved PUD, applicable to properties with PINS: 0649120574 & 0649125359

We plan to hold a neighborhood meeting ahead of a PUD amendment submittal for the properties located at 0 & 420 Green Oaks Parkway, Holly Springs, NC 27540. Pursuant to Section 11.5 of the Unified Development Ordinance for the Town of Holly Springs, all property owners within a 500 ft. radius of the following proposed development are receiving this notice.

The purpose of this meeting is to discuss why we are pursuing this PUD amendment and gain feedback from the surrounding property owners. It should be noted, this amendment will only apply to the aforementioned properties, and no other properties within the Holly Springs Business Park will be impacted. Enclosed herewith is a general map showing the subject properties as well as the location of the properties on the original HSBP PUD Master Plan.

The below represents the pertinent information on the neighborhood meeting.

Neighborhood Meeting Details

Location: Pine Springs Preparatory Academy
1729 N. Main St., Holly Springs, NC 27540

Date: July 15, 2025

Time: 4:00pm – 5:00 pm

Should you have any questions or concerns please feel free to contact Bruce Friend (PSPA Head of School) at 919.439.9448 / bfriend@pinespringsprep.org or our consultant, Andy Petty (Curry Engineering Group) at 919.552.0849 / andy@curryeng.com



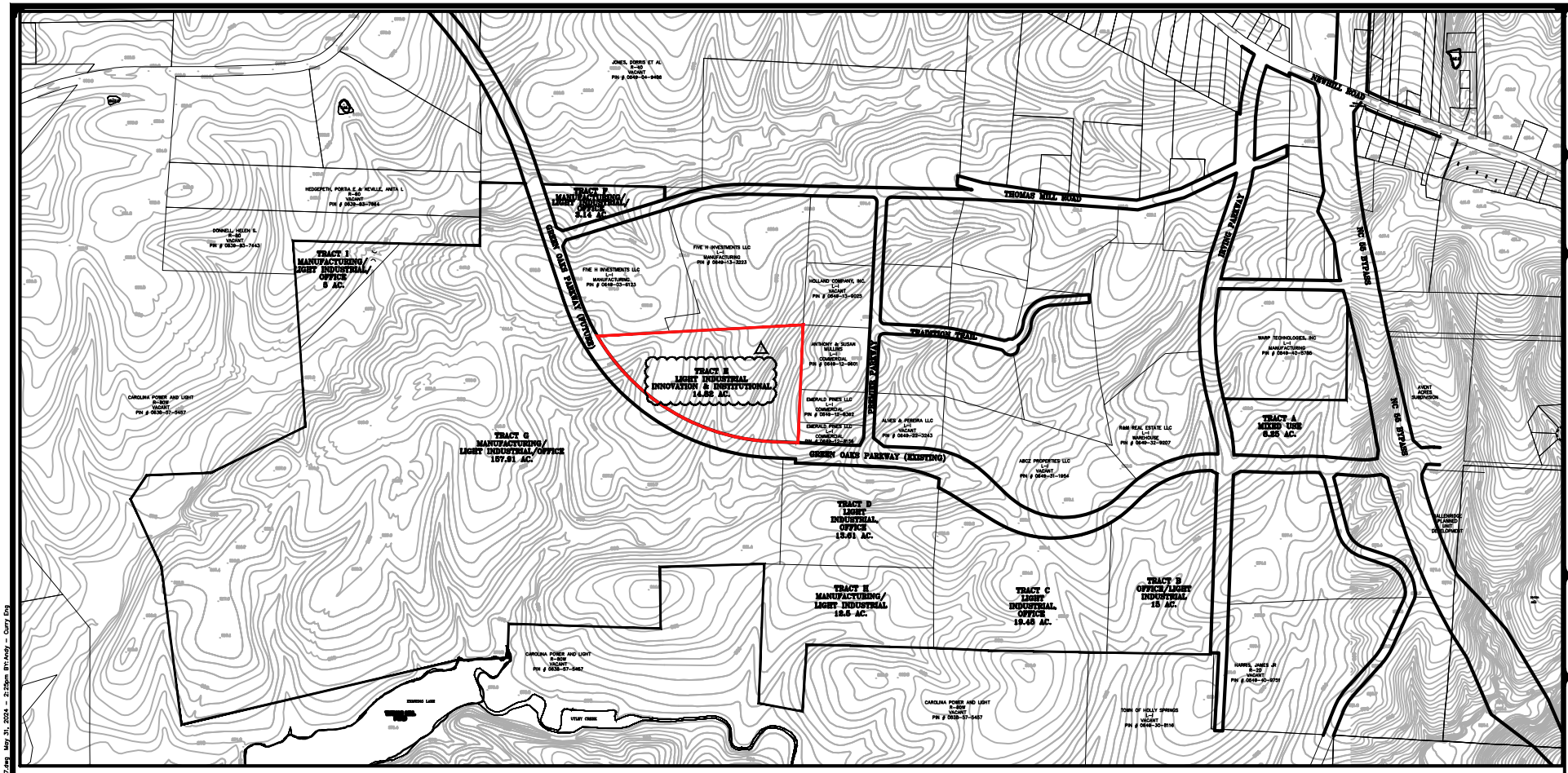
N

0 50 800 1,600

1 inch equals 800 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.*



" DETAILED DISTRICT CRITERIA IS FOUND IN THE HOLLY SPRINGS BUSINESS PARK PUD ZONING BOOK "

Total PUD Acreage:	249.68 Acres

GRAPHIC SCALE

THIS IS NOT A CERTIFIED DOCUMENT AS TO THE ORIGINAL DOCUMENT, BUT ONLY TO THE CHANGES THAT HAVE OCCURED AS PART OF REVISION 7 AS SHOWN INSIDE THE CLOUDED AREAS. CURRY ENGINEERING CERTIFIES ONLY THE CHANGES THAT ARE SHOWN INSIDE THE CLOUDED AREAS AND NOTHING SHOWN PRIOR TO REVISION 7 OR THE ORIGINAL DOCUMENTS.

AMENDMENT ENGINEER
CURRY ENGINEERING GROUP, PLLC
205 SOUTH FUQUAY-VARINA
FUQUAY-VARINA, N.C. 27526
Contact: Andrew Petty, PE
P: (919) 552-0849
e-mail: andy@curryeng.com

REVISION	DATE
3 BY MANAGER, AS REQUESTED	8-17-09
4 BY MANAGER, AS REQUESTED	9-14-09
5 BY MANAGER, AS REQUESTED	2-26-11
6 REVISED PER TOWN OF HOLLY SPRINGS COMMENTS	05-09-11
REVISED AS REQUESTED 7 BY PROPERTY OWNER	06-15-11

S&N SPAULDING & NORRIS, PA
Design Consultants
972 Trinity Road
Raleigh, North Carolina 27607
Phone (919) 854-7900 Fax (919) 854-7925

PREPARED FOR: TOWN OF HOLLY SPRINGS
DATE : MAY 26, 2011
FILE NO : 236-00
DESIGNED BY : DSM
DRAWN BY : RAK
APPROVED BY : DSM

Holly Springs Business Park
HOLLY SPRINGS, NORTH CAROLINA

MASTER PLAN

DRAWING SHEET
C-7.0

PROJECT NUMBER
236-00

Z:\Projects Folder--Zeulon\2023\2023-066 PSFA, High School -- Holly Springs\Plans\PUD Amendment\236000007.dwg, May 31, 2024 - 2:23pm, BY:Andy -- Curry Eng

Curry ENGINEERING

MEETING SIGN-IN SHEET

Project:	HSBP – Neighborhood Meeting	**Meeting Date:**	July 15, 2025
Facilitator:	Andrew Petty / andy@curryeng.com / 919.552.0849	**Place/Room:**	PSPA Middle School

Name	Address	Phone	E-Mail
Andy Petty	205 S. Fuquay Ave.	919-552-0849	andy@curryeng.com
Bruce Friend	220 Rosewood Center Drive	919-802-0832	brfiend@pinespringsprep.org

Holly Springs Business Park
Planned Unit Development

Table of Contents:

Part 1: Project Background
- Intent and Compatibility Statement 2

Part 2: Site Data
- Site Boundary Map (Sheet C-1.0)
- Solid Analysis Map (Sheet C-2.0)
- Slope Analysis Map (Sheet C-2.0)
- Vegetative Analysis Map (Sheet C-5.0)

Part 3: Land Use
- Existing Land Use and Zoning Map (Sheet C-6.0)
- Master Plan (Sheet C7.0)
- Detailed District Criteria
  - Mixed Use District 4
  - Office District 7
  - Light Industrial District 10
  - Manufacturing District 12
  - Innovation & Institutional District 14
- Open Space, Buffer, and Landscaping Plan (Sheet C-8.0)
- Landscape Regulations 18
- Additional Site Design Regulations 19
  - A. Off-Street Parking & Loading Requirements
  - B. Fences
  - C. Trash Containers & Recycling Centers
  - D. Pedestrian Circulation and Vehicular Area Design
  - E. Site Lighting
- UDO Permit and Development Petition Requirements and Procedures 20

Part 4: Infrastructure
- Additional Infrastructure Requirements 21
  - A. Environmental
  - B. Traffic Impact Analysis
  - C. Drainage Study
- Vehicular and Pedestrian Circulation Plan (Sheet C-9.0)
- On-Site Water System Plan (Sheet C-10.0)
- On-Site Sanitary Sewer System Plan (Sheet C-10.1)
- On-Site Storm Drainage Plan (Sheet C-11.0)
- Thoroughfare Planting Plan (Sheet C-12.0)

Part 5: Property Owner Association
- Criteria for Establishment of Covenants and Property Owner's Association 22

Planned Unit Development Intent and Compatibility Statement

The Holly Springs Business Park PUD was originally intended to accommodate various types of business uses in accordance with the Ten-Year Comprehensive Growth Plan. Since it's creation, a large portion of the Holly Springs Business Park has become subject to several agreements between the Town and Novartis Vaccines and Diagnostics, Inc. ("Novartis V&D").

The Holly Springs Business Park PUD is located in an area that is home to many businesses and industries. The PUD is designed to accommodate future uses that compliment or enhance existing adjacent uses. The proposed business park will provide opportunities for retail, office, warehousing, and manufacturing uses, consistent with the Town of Holly Springs goals and policies particularly biopharmaceutical manufacturing. The property is currently surrounded by vacant parcels of land that are designated for commercial, business and industrial uses in the comprehensive growth plan, except for the Progress Energy lands to the west and south that are not currently slated for development by the company. The PUD is intended to continue to permit, accommodate and accomplish the purposes of the agreements between the Town and Novartis V&D, while updating the original uses and design of the business park in light of the economic development and development agreements.

The Comprehensive Growth Plan includes several policies that this PUD addresses.

Economic Development:

Policy 1: The Town shall recruit industry, which positively affects the tax base and creates jobs.

Policy 2: The Town shall continue to pursue economic development funds from grants or other sources, to enhance the existing business park and to expand development opportunities in other areas.

Policy 3: The Town shall utilize its incentive plan to assist in attracting new industrial development.

Policy 4: The Town shall work with the Chamber of Commerce to support recruitment, retention and expansion, and retail and professional services for the community.

Policy 5: The Town shall work with the Chamber of Commerce, Realtors, land owners, developer and others to market commercial and industrial properties.

Policy 6: The Town shall support the efforts of not-for-profit economic and community development corporations to broaden and increase economic activity.

Land Use:

Policy 1: The Town shall encourage the incorporation of existing natural features such as wooded areas and slopes, into the design of all new developments to preserve natural character.

Policy 6: The Town shall designate areas that will offer employment opportunities within the community.

Transportation Policies:

Policy 1: The Town shall pursue the construction of divided median thoroughfares in order to ensure safe and more efficient movement of traffic and provide aesthetic appeal to the Town's roadway network.

Policy 2: Subdivisions shall be designed in a manner that (1) promotes interconnectivity and (2) create a safe pedestrian environment and encourages pedestrian traffic, and (3) complies with the Thoroughfare Plan and Town ordinances and policies.

Policy 9: The Town shall encourage all new roads to be built to accommodate and encourage pedestrian and bicycle activity.

The Town of Holly Springs will benefit from this PUD by having the property more advanced in the planning and development phase as well as from having an area with unification of design consistency, particularly with respect to signage. Master planning supports amenities such as the greenway path along Green Oaks Parkway. Working with the Town, the owners have identified permitted uses that are consistent with the Town's goals and policies.

Holly Springs Business Park
Planned Unit Development

Innovation & Institutional District

A. Permitted Uses,

1. Primary Uses.
   a. Offices (professional, public)
   b. Public Buildings, facilities
   c. Flex space (Flex space is a term used to describe a building product that provides space for several (one or more) occupants. The design of the individual units allows for office, retail, wholesale, research, storage, and small-scale manufacturing operations to customize the interior of their unit to meet their business needs. Flex space buildings could include buildings with roll-up doors or high dock doors. All or a portion of the building space may be heated or cooled.)
   d. Manufacturing (No outdoor storage or sales of materials or products. No use that allows for the emission of smoke, odor, vibration, excessive noise.)
   e. Distribution Centers
   f. Research & Development Laboratories

2. Permitted with Additional Standards.
   a. School (Commercial, Trade, or Business).
   b. School (K-12)

3. Special Exception Uses.
   a. Transmission Towers
   b. Child care facilities

4. Accessory Uses. See Town of Holly Springs UDO Section 3.4 – Accessory Structures and Uses.

5. Temporary Uses.- See Town of Holly Springs UDO Section 3.5 – Temporary Uses,

B, Development Standards,

1. 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:

Green Oaks Parkway	30 feet
Irving Parkway	30 feet
Thomas Mill Road	30 feet
Premier Drive	20 feet

   b. Minimum Side Yard and Setback - shall be provided from the lot line as follows for the primary buildings:

Side Setback	10 feet
Side Setback adjoining developed residential	25 feet

Minimum Rear Yard and Setback - shall be provided from the lot line as follows:

Rear Setback	10 feet
Rear Setback adjoining developed residential	25 feet

2. Use of Minimum Setbacks-
   a. Minimum Front Setbacks- No structures or parking areas, with the exception of driveways are to be located within the front setback.
   b. Minimum Side and Rear Setbacks- May include interior access driveways, walkways, or greenways connecting to adjoining lots provided the remainder of the setback area shall be maintained without encroachment from buildings or parking. In cases with a shared interior access driveway the setback shall be 5 foot for parking and 10 foot for buildings fronting the back of curb of interior access. All plant material displaced by the interior driveway shall be planted on the same site.

3. Maximum Building Height
   a. Primary Building- 75 feet; No portion of any building located within the first 50 feet from a front lot line shall be in excess of 45 feet.
   b. Accessory Building 45 feet

4. Parking and Loading - See Town of Holly Springs UDO Section 6 - Parking.

5. Signs - See Town of Holly Springs UDO Section 9 Signs.

6. Outdoor Operations - shall be permitted, subject to the following regulations where indicated:
   a. Outdoor storage - Sec UDO Section 3.4.3, F Outdoor Storage

7. Landscape Requirements - Landscape regulations and landscape plan shall be in compliance with UDO Section 5 – Landscaping with the exception as listed below:
   a. Perimeter buffers shall be required in compliance with the HSBP PUD landscaping regulations. UDO Section 5.3.1 Perimeter Buffers shall not apply.

8. Open Space- Each legal parcel or combination of parcels owned by a single landowner is to provide a minimum of 10% open space to meet the Town's PUD Open Space requirements. The open space requirement under the HSBP-PUD may be satisfied by the use of any unpaved land designated for passive or active recreational purposes suitable to the proposed development, which shall include any and all environmental buffers.

C. Architectural and Site Design Review.

   a. Properties designated as Mixed-Use shall follow the Architectural and Site Design Requirements set forth in the Town of Holly Springs UDO Section 8 Building, Site & Subdivision Design Standards.
   b. All properties within the HSBP- PUD must comply with any recorded covenants established for the HSBP. When such covenants are in conflict with UDO Section 8, Architectural and Site Design Requirements, the recorded covenants shall be followed. The Town of Holly Springs shall not be under any obligation to enforce any regulation other than the Towns Unified Development Ordinance.

D. Additional Standards

a. The following conditions are applicable to uses: School (Commercial, Trade, or Business) and School (K-12).

i. Uses applicable in this section shall meet the criteria set forth in the Town of Holly Springs UDO Section 3.3.6 Public and Institutional Uses – Additional Use Provisions. Exceptions to 3.3.6 are listed below:
   a. Perimeter buffers shall follow the approved perimeter buffers per the HSBP Landscape Regulations.

ii. Student queuing and stacking for carpools shall be sufficient to demonstrate no queuing within a public right of way.

iii. Any school shall only apply to Tract E as shown on C7.0 of the Holly Springs Business Park Master Plan.

iv. Any school will follow the Perimeter buffers as shown on sheet C8.0 and the master plan. All other landscape regulations shall adhere to UDO Section 5.

v. Any school will meet the Additional Infrastructure Requirements except for B. Traffic Impact Analysis, where the Traffic Impact Analysis shall be required as development plans/site plans are submitted.

vi. Outdoor spaces such as plazas, gathering areas with benches, picnic tables for outdoor dining, and other outdoor areas for students to utilize during breaks or during school activities shall be provided with in proximity to any educational building. Minimally, two outdoor spaces shall be provided around any educational building.

vii. All uses shall apply with Additional Site Design Requirements of the HSBP PUD with exceptions as outlined below:
   a. Barbed wire fencing is prohibited
   b. Parking along Green Oaks Parkway frontage shall be limited to one bay of parking (a maximum of 65 feet in depth perpendicular to the street).

viii. Any school shall meet the parking standards of Chapter 6 of the Town of Holly Springs UDO, with the exception of the following:
   a. Percentage of parking for electric vehicles (EV) shall be based on parking required for staff and visitors only. Student parking shall be excluded from required EV parking requirement calculations

ix. Any school will follow the intent of the plan labeled Innovation & Institutional District Concept Plan in the Holly Springs Business Park PUD Regulations.



SUMMARY TABLE

PROPOSED ZONING	PUD
SITE AREA	14.82 AC
STAFF & VISITOR PARKING PROVIDED	106 SPACES +/-
STUDENT PARKING PROVIDED	205 SPACES +/-
CARPOOL QUEUE LENGTH PROVIDED (DOUBLE LANES)	4,674 FEET +/-
CARPOOL EXIT QUEUE LENGTH	510 FEET +/-

GENERAL NOTES:

1. THE DRAWING IS COMPRISED OF EXISTING CONDITIONS SURVEY FROM ORIGINAL SCHOOL CONSTRUCTION, DESIGN PLANS FOR ELEMENTARY SCHOOL & DESIGN PLANS FOR MODULAR CLASSROOMS. THIS PLAN SHALL NOT BE USED AS AN EXISTING CONDITIONS SURVEY FOR CONSTRUCTION.
2. PROPERTY BOUNDARY SHOWN PER EXISTING SURVEY DRAWINGS.
3. CONCEPT PLAN IS FOR INTENT PURPOSES ONLY. SPECIFIC SITE ELEMENTS MAY CHANGE DURING FURTHER DEVELOPMENT OF DEVELOPMENT PETITION PLANS AND CONSTRUCTION DRAWINGS.

LEGEND:

- PROPERTY BOUNDARY
- PERIMETER BUFFER
- TREE PRESERVATION AREA
- OPEN AREAS
- DEDICATED OPEN SPACE
- CARPOOL TRAVEL WAY
- PEDESTRIAN PATH
- BUILDING AREA
- VEHICULAR PATHWAYS & PARKING AREAS
- STORMWATER MANAGEMENT AREAS

SEMI-OPAQUE BUFFER - TYPICAL 30' WIDTH
10 SHURBS PER 100 LF
3 TREES PER 100 LF
40% EVERGREEN REQUIRED

REVISIONS		
A	10/18/2024	TOWN OF HOLLY SPRINGS COMMENTS
B	10/18/2024	TOWN OF HOLLY SPRINGS COMMENTS
C	10/25/2024	TOWN OF HOLLY SPRINGS COMMENTS
D	11/06/2024	TOWN OF HOLLY SPRINGS COMMENTS

STATUS
ISSUED FOR REVIEW

DATE: JUNE 27, 2024 | HORZ. SCALE: 1" = 40'
FILE NO. 2023-066 | ORIG. SHEET SIZE: 24 x 36

PROFESSIONAL'S SEAL

CONSULTANT
Curry ENGINEERING
NC LIC. NO. P-0799
(919) 552-0849
(919) 552-2043
205 S. Fuquay Avenue
Fuquay-Varina, NC 27526

CLIENT
PINE SPRINGS PREPARATORY ACADEMY
220 Rosewood Center Drive
Suite 200 Holly Springs, NC 27540
919-439-9448
Contact: Bruce Friend

Pine Springs PREPARATORY ACADEMY

PROPERTY INFORMATION
ADDRESS: 420 GREEN OAKS PARKWAY
OWNER: SKIE PROPERTIES TWO, LLC
PIN: 0649120574 / 0649125359
REID: 0347153 / 0498522
ZONING: PUD

INNOVATION & INSTITUTIONAL DISTRICT CONCEPT PLAN

PINE SPRINGS UPPER SCHOOL

OVERALL CONCEPT PLAN

C-1.0

Z:\PROJECTS FOLDER\-ZEBU_ON\2023\2023-066 PSPA HIGH SCHOOL - HOLLY SPRINGS\PLANS\CONCEPT PLAN\C-2.0 OVERALL CONCEPT PLAN.DWG
PLOTTED: 9/27/2025 9:43 AM

Additional Infrastructure Requirements

A. Environmental

Delineation of wetland and environmental areas for the specific property and the road right-of-way providing access to the property and adjacent to the property must be submitted with each Development Plan Submittal.

B. Traffic Impact Analysis

Traffic impact analysis may be required as development plans/site plans are submitted.

C. Drainage Study

Drainage studies may be required as development plans/site plans are submitted.

Criteria for Establishment of Covenants and Property Owner's Association

A draft of the proposed covenants which create a homeowners association for the maintenance of all privately owned common areas and recreational facilities, including, but not limited to, streets, parking areas, easements and the like and / or preliminary drafts of and proposed declarations to be recorded pursuant to the Condominium Act, NCGS Chapter 47C. (The Town will not be responsible for insuring that the covenants are subsequently made effective by the applicant or that the covenants are subsequently enforced.)

Covenants for the Holly Springs Business Park Planned Unit Development shall be prepared by the first major developer within the boundaries of the PUD. Such covenants may include specific requirements regarding architectural design and building materials; signage; and landscape design and materials.

Property owners in the PUD may meet their open space requirements individually or in concert with other property owners. In the event that one or more owners establish common or shared open space to meet their open space requirement, a property owner's association, pursuant to the North Carolina Planned Community Act (NCGS § 47F., et.seq) shall be required to perpetually maintain such open space within the boundaries of the PUD. At the time that such Property Owner's Association is created, parcels greater then 60 acres may opt out of the property owner's association.

The Town of Holly Springs shall not be charged with the enforcement of the provisions contained within the Covenants or the affairs of the Property Owner's Association.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 23.

Unfinished Business
Title: 1317 N Main St. Commercial Tracts Development Plan Major Amendment (21-DP-02-A02)
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Brett Gosney, Development Services, Elliot Blonshine, Development Services

Action(s):

- Continue consideration of Development Plan Major Amendment for 1317 N Main Street Commercial Tract.
- Adopt Resolution 25-31 to make and accept the Findings of Fact for consideration of and to approve/deny/defer Development Plan Major Amendment for 1317 N Main Street Commercial Tract.

Explanation:

- A Major Amendment to the Development Plan for 1317 N Main Street Commercial Tract has been submitted to the Town for a reduction in the building height, reduction in the building square footage, and a modification of the building design at 200 Sportsmanship Way.
- This parcel is associated with an overall Master Plan for 1317 N Main St. that includes the adjacent parcel, which is to be developed with a 124-unit apartment building in partnership with Wake County and Downtown Housing Improvement Corporation (DHIC).
- This Major Amendment considers only changes to the commercial portion of the Master Plan and does not impact the previously approved Development Plan for the 124-unit apartment building.
- The proposed amendments are inconsistent with the commitments made by the developer identified in a Development Agreement and Economic Development Agreement approved by Town Council on January 19, 2023, which specified a mix of office, retail, and hospitality uses. The proposed amendment diverges from those commitments.
- This application was first considered by the Town Council following a public hearing on July 15, 2025.
- The Town Council tabled a decision on the application 60 days to the September 16, 2025, Town Council meeting and extend the initial 60-days to the next Town Council business meeting on October 21, 2025.
- The applicant has submitted modified plans to add an additional integrated center/retail building. A hotel use has not been identified on the site with the modified plans.

Staff Recommendation: Deny
The proposed amendment does not meet commitments made in the approved Development Agreement and Economic Development Agreement, which outlined a mixed-use vision for the

site.

Planning Board Recommendation: Approve (8-1)
A summary of the Planning Board discussion is in the Planning Board Action Report. *(Note: This Report is a separate attachment from the Staff Report.)*

Background:

- The parcel was rezoned to CB-CD Community Business Conditional Zoning District on April 6, 2021.
    - A copy of the Rezoning Ordnance with the applicable conditions can be found in the attachments.
- The parcel had a Major Subdivision Plan (21-MAS-03) approved on October 5, 2022, which included the site and adjacent Wake County/DHIC development site.
- The parcel had a Development Plan (21-DP-06) approved on October 4, 2023.
- This development has a Development Agreement and an Economic Development Agreement that were approved on January 19, 2023.
- The Development Plan previously had a minor amendment administratively approved on October 4, 2024.
    - This minor amendment modified the building locations and layout. However, it did not reduce the overall amount of building square footage that was being proposed.
- This parcel was part of the land that was originally designated as the "borrow pit" for the South Wake Landfill. Since the property was removed from the landfill plans, Wake County sold the south half to the Town for the North Main Athletic Park (Ting Park) and the north half has remained under the ownership of the County.
- The property was identified by Wake County as part of its Evaluation and Disposition of County-owned Land for Affordable Housing Policy, which evaluates publicly-owned land for disposition to include affordable housing development. In January 2020, Wake County issued its first public land disposition RFP under the newly adopted Policy for development proposals for 1317 N. Main Street.
- In May 2020, Wake County selected the proposal by the development team of My Computer Career (MyCC) and DHIC as the Lead Applicants for the potential development of 1317 N. Main Street. MyCC was removed as a project partner via agreement modification on September 20, 2022. Capital Associates Management is now the lead applicant.
- This project previously went to the Town Council Meeting on July 15, 2025. Since this meeting, the applicant has made changes such as adding back in the approximately 12,000 sq. ft. retail building.

Funding Source(s):
N/A

Attachment(s):
1. 1317NMainSt_StaffReport_final
2. 21DP06A02_PlanningBoardActionReport
3. 21DP06A02_QJ_Resolution_FOF_COA
4. Development Agreement_ Ting North _Capital Associates_EXECUTED
5. EDA Ting North _Executed
6. RZ21-01 SportsmanshipWay - signed
7. 21DP06A02_1317NMain_Application
8. 21DP06A02_1317NMainSt_Planset

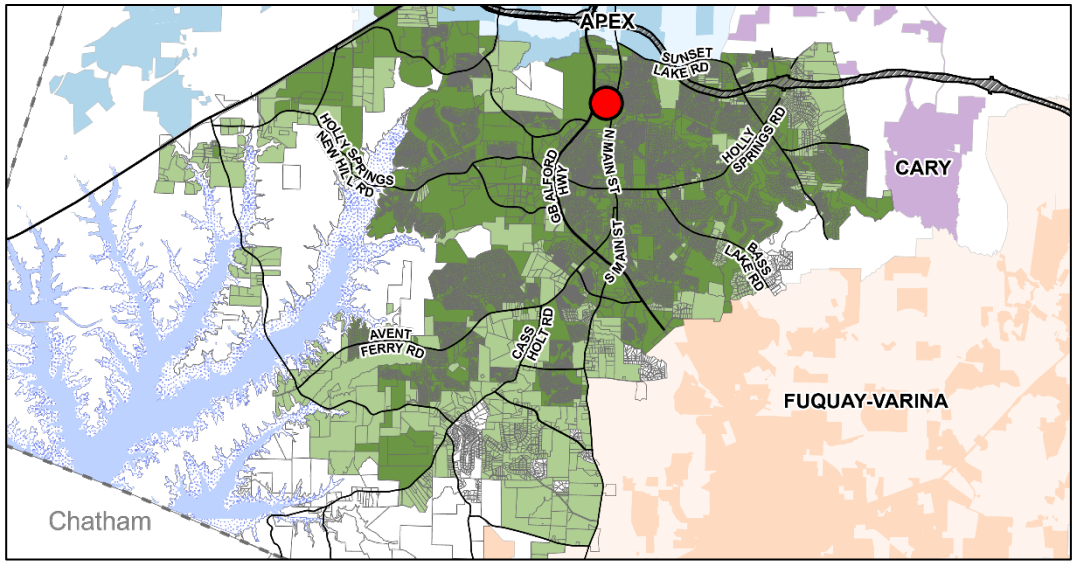
Project Type: Development Plan (Major Amendment)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Adam Pike, McAdams

Property Address: 200 Sportsmanship Way

Property Area: 11.11 ac.



Located in: ☒Holly Springs Corporate Limits ☐Holly Springs ETJ ☐Annexation Pending

Project Summary:

A Development Plan Major Amendment for a reduction in the building height from 4-story to 3, a reduction in the building square footage from ~94,000 sf to ~88,000 sf, and changes to building design at 200 Sportsmanship Way. This amendment does not modify the existing approved Development Plan for the adjacent 124 unit DHIC affordable dwelling project.

Requested Action:

Quasi-Judicial Decision: Having previously held the quasi-judicial hearing to collect facts, the Town Council must 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 8
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:
CB: Community Business
☒ Conditional Zoning District

Current Major Subdivision Plan:
1317 N Main St Master Plan



Aerial Photograph

Growth Strategy Map:
Places to Transform

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Mixed-Use Center

Staff Analysis:

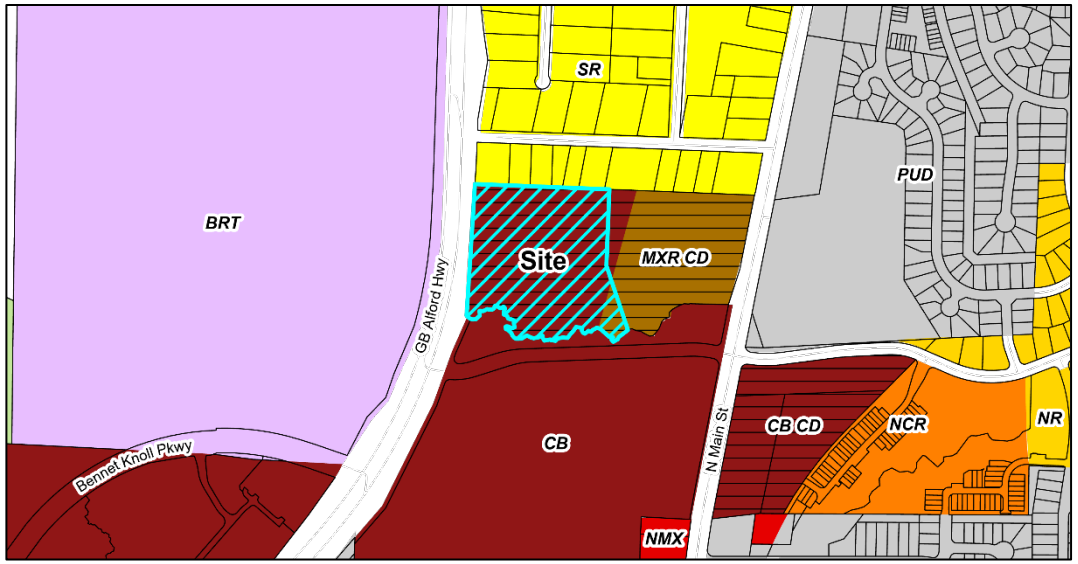
The Development Plan is: ☐ Consistent with Adopted Plans/Ordinances ☒ Inconsistent with Adopted Plans/Ordinances

While the proposed Amendment complies with minimum requirements specified in Town's Unified Development Ordinance, staff finds the application to be inconsistent with the Comprehensive Plan as it pertains to the required mix of uses outlined in the approved Development Agreement and Economic Development Agreement. As required by Criterion 5 of the Findings-of-Fact associated with this decision type, projects must demonstrate compliance furthering the goals and policies of the Comprehensive Plan. The project does not meet the mixed-use commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement which require a mixture of office, retail, and hospitality uses. While changes to the plan now support an integrated center/retail building, the proposed Amendment does not include the hospitality use committed to within the above stated agreements. The previously committed mixture of uses is an important component of the Town's Land Use goals to transform the area surrounding Ting Park into a true Mixed-Use Center.

Staff Recommendation: ☐ Approve ☒ Deny

Current Zoning Information

Parcel #	Zoning	Area
0649891181	CB-CD: Community Business Conditional Zoning District	11.11 ac.
	Total Area	**11.11 ac.**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	CB-CD: Community Business Conditional Zoning District	Vacant
North	SR Suburban Residential	Single Family Homes
South	CB: Community Business	Park
East	MXR Mixed-Use Residential	Vacant
West	BRT Business & Research Technology	Landfill

Parcel Rezoning History

Rezoning Number: 20-REZ-09
Original Zoning: LB Local Business
Approved Zoning: CB-CD Community Business Conditional District
Approval Date: 4/6/21

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Transform

Future Land Use: Mixed-Use 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
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.

Future Land Use: Mixed-Use Center
A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

A large-scale, Mixed-Use Center may be surrounded by one or more residential neighborhoods that provide additional nearby home choices and encourage active living with a comprehensive and interconnected network of walkable streets.

Some areas designated Mixed-Use Center on the Future Land Use Map started off as suburban shopping centers. Transformation of these areas to support mixed-use development will require deliberate planning and phasing to keep the areas viable during their period of change. Build-out under the Mixed-Use Center category should follow the same use, height, mix, design, and parking expectations described for this character area in the paragraphs above; however, infill development and redevelopment activities should be coordinated closely with the Town (on a case-by-case basis) to phase development, program improvements, and set expectations during the transformation.

Key Characteristics:

- Redevelopment and new development in these areas will utilize formal small block patterns and relocate parking to the interior of blocks.
- Parking between the street and the building should be limited.
- These areas include a variety of shared public open spaces throughout a walkable, activated environment, and may include formal and informal open spaces such as greens, squares, plazas, and community gardens. The linear nature can provide opportunities for greenway links to other parts of the Town.
- Buildings should be 3 to 5 stories along the corridor, but may be 2 to 3 stories in transitional areas.

Land Use & Character Information (cont.)

Small Area Plan: N/A

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

The Development Plan is: ☐ Consistent ☒ Inconsistent with the Land Use & Character Plan/Ordinances

The Comprehensive Plan provides 8 important themes as high-priority principles for transforming the Town from a bedroom community to a self-sustaining community. Two Key Themes are important to this proposal, "Establish Mixed-Use Activity Centers Throughout Holly Springs" and "Suburban Remix." Together, these themes advocate for enhancing activity centers throughout the community, highlighting the importance of mixed-use, walkable development areas. Integrating uses that create places where people live, work, shop, and play as a cohesive community begin to move development patterns away from clearly separated uses and building types, a lack of street connectivity, and a population increasingly reliant on automobiles. Mixed-use development in activity centers furthers the economic vitality and sustainability of the area, the efficiency of utilities and transportation serving the area, and the sense of community experienced by residents, business owners, and visitors to the area. Community Character Recommendations CC-6 Promote Compact Mixed-Use Development in Appropriate Character Areas, CC-8 Increase Walkability, and CC-9 Enhance Character and Walkability by Orienting All Buildings to the Street, further support these themes in the Land Use & Character Plan.

In the context of the Land Use & Character Plan, "Mixed-Use Center" typically refers to vertically integrated buildings, with non-residential uses such as office or retail on the lower floors, and residential units above. 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.

For this project, the approved Development Plan for this site was considered as part of a "mixture-of-uses" subdivision plan that includes the adjacent 124 dwelling unit apartment project. At a high level, project supports goals for providing a "mixture-of-uses" within the development with 2 separate Commercial and Apartment areas, the key components of mixed-use places. A proposed interior public street runs through the site, providing interconnected access to both use areas, open space areas are shared between the two areas, and the proposal includes a building that is three stories high to meet the goals in the Future Land Use Plan.

The proposed amendment does not meet the Comprehensive Plan goal of increasing allowable intensities within Places to Transform since this amendment reduces the intensity of land uses of the original approval. Additionally, within a Mixed-Use Center, parking is to be satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The original approval included off-street parking lots, but this amendment reduces the building footprint but not parking, which further intensifies the ratio of off-street parking.

Additionally, the proposed amendment is inconsistent with the Comprehensive Plan and the mixed-use commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement for the property. In these agreements, the applicant agreed to provide a mixture of office, retail, and hospitality uses and the proposed Development Plan Major Amendment reduces the amount of commercial space provided and does not include an area for the hospitability use.

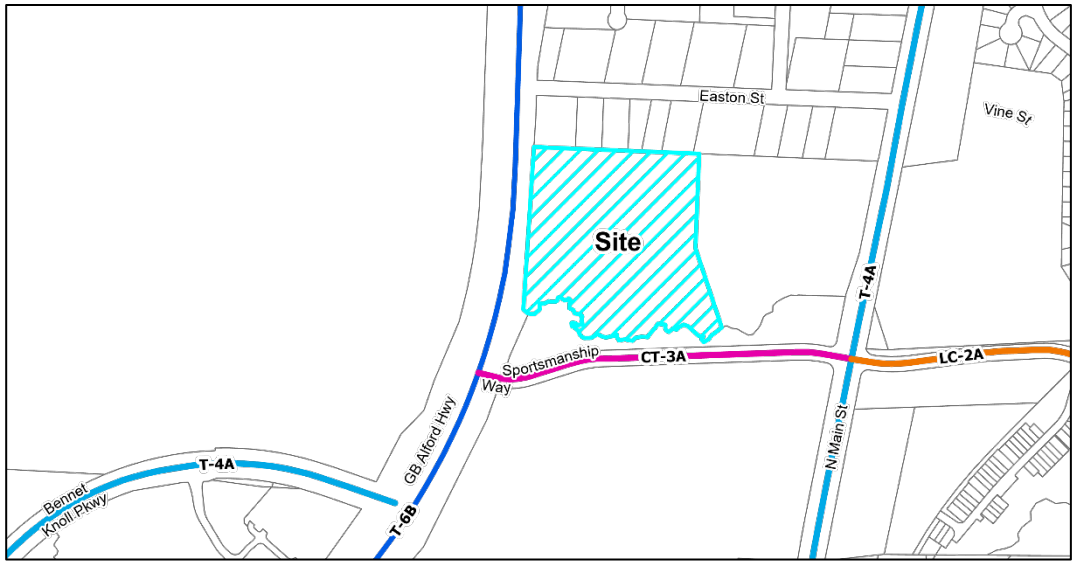
Although updates to the plan made by the applicant do add the integrated center back into the project, thus helping further achieve the mixed-use nature of the project, the site plan still lacks the mix of uses agreed upon with the Development Agreement and Economic Development Agreement. This mixture of uses is an important component of the Town's Land Use goals to transform the area surrounding Ting Park into a true Mixed-Use Center.

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 amendment is to Lot 1, or the western side, of the overall development. This project does not have frontage on Sportsmanship Way but is constructing a driveway connection to Sportmanship Way with a sidewalk to the existing bus stop in accordance with the previously approved rezoning and development plan for this project.

New Location Roadways:
There are no new roadways impacting the subject property shown on the Comprehensive Transportation Plan.

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

Traffic Study Summary
The applicant provided a Traffic Verification Memo with the previously approved amendment 21-DP-06-A01. That Traffic Verification Memo indicated the Development Plan does not exceed the original assumptions of the approved TIA. This proposed amendment reduces the square footage of the office space, which will result in fewer trips. This amendment does not reduce or change the previously approved TIA and mitigation improvements and the developer is still committed to completing the improvements previously identified.

Transportation Staff Analysis:

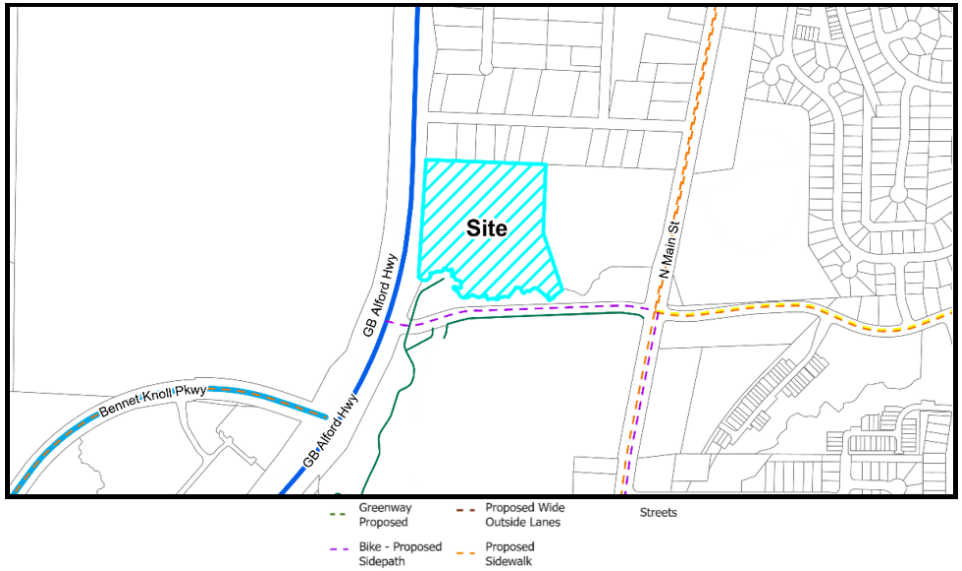
The Development Plan is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

The proposed amendment reduces the square footage of office space, which will result in reduction of overall daily trips. This development plan is therefore consistent with the previously approved TIA, mitigation improvements, and Comprehensive Transportation 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

The greenway runs along the southeast portion of the site and connects to the underpass/culvert crossing GB Alford Hwy.

Parks, Recreation, & Greenways Summary

A Greenway is proposed which connects to the existing public Greenway stub just north of Sportsmanship Way, in the southwest corner of this property. The Greenway also leads to the existing underpass/culvert crossing of NC 55 on the west boundary of the property. The remainder of the greenway leads east to the central driveway location where an at-grade crossing currently exists.

Parks, Recreation, & Greenways Staff Analysis:

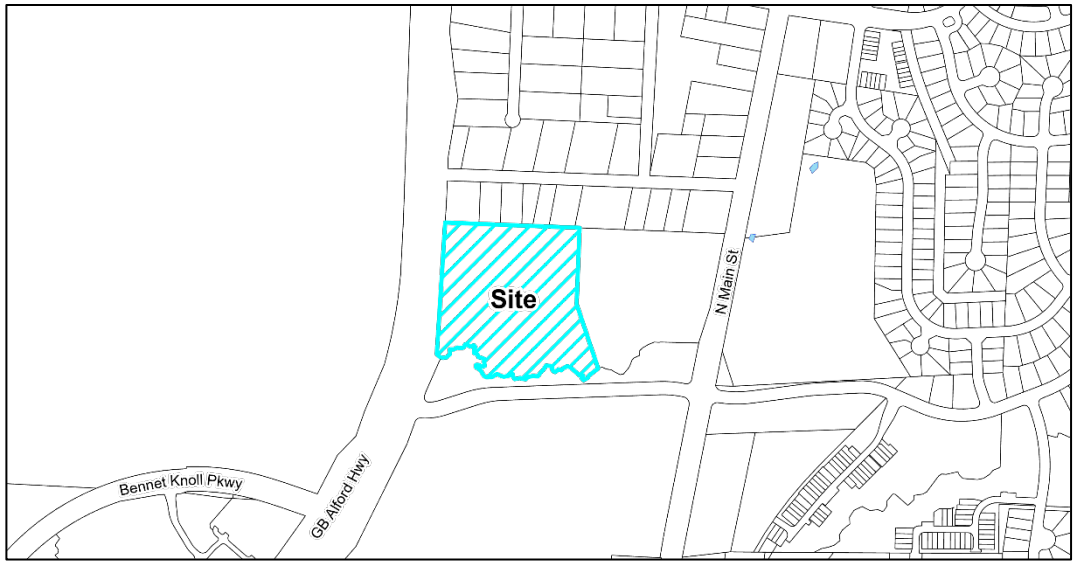
The Development Plan is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The Development Plan is not proposing any changes to previously committed to Greenway and is meeting the requirements of the Rezoning and Unified Development Ordinance.

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.



No Facilities Identified

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 Development Plan Major Amendment is: ☒ Consistent ☐ Inconsistent with the Community Facilities Plan/Ordinances

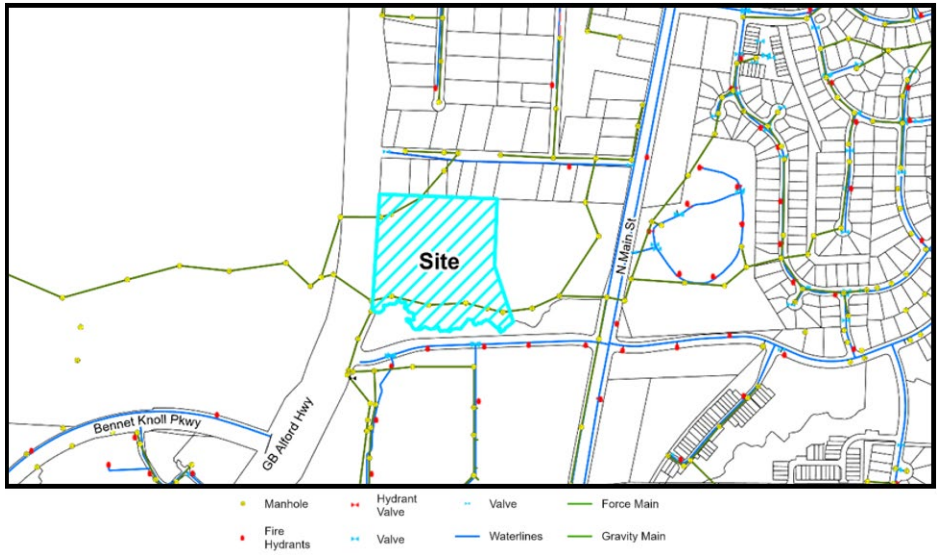
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map.

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 amendment is proposing minor changes to the site's internal water main layout. The project is required to tie to existing water mains and extend into the development in accordance with Town Policies. A Fire Flow Analysis Memo was submitted with the previously approved amendment 21-DP-06-A01 to confirm the conclusions of the previously approved Fire Flow Analysis are still valid and there is adequate water pressure within the Town's system. That Fire Flow Analysis is still valid as this proposed amendment further reduces the square footage of the office space.

Sanitary Sewer:

This amendment is proposing minor changes to the site's internal sewer main layout. The project is required to tie to existing sewer mains and extend into the development in accordance with Town Policies. A Sewer Verification Memo was submitted with the previously approved amendment 21-DP-06-A01 to confirm wastewater flows generated from this project are less than the flows generated from the previously approved Sewer Study. This proposed amendment further reduces the square footage of the office space, which will result in less wastewater generated than the previously approved Development Plan.

Reclaimed:

This project is outside of the Reclaimed Service Area and is not required to extend reclaimed water to the site.

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
This project is not subject to the Water Resource Management Policy since it was allocated with the previously approved rezoning prior to the effective date of the Policy. As previously mentioned, the proposed amendment will generate less sewer flow than the previously allocated sewer amount.

Infrastructure & Utility Staff Analysis:

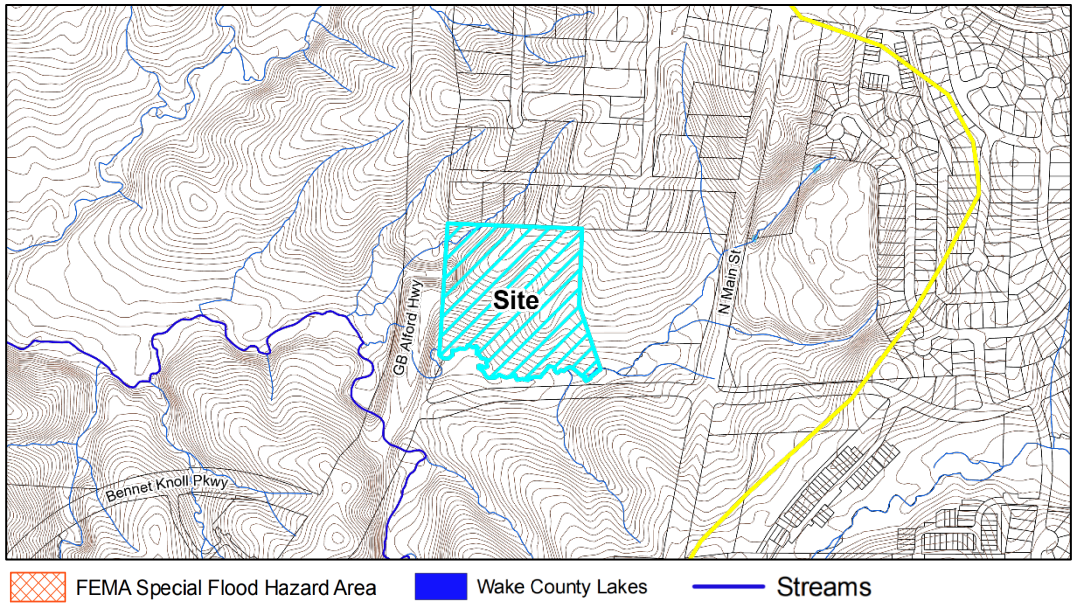
The Development Plan is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed utility connections and extensions are consistent with the Comprehensive Plan as well as the previously approved Engineering Studies.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

On-site Private Open Space	**10.5%**
Tree Preservation Area	10%
Active Recreation Area	.5% (2,710 sq ft)
Urban Civic Space	0%
Flexible Space	0%



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The Tree Preservation is being provided within the entirety of the Major Subdivision Plan and this development plan amendment is proposing modifications to the active open space. Elements such as an outdoor seating area are being provided both in front of the building as well as interior to the site.

Stormwater:

The project is located within the Cape Fear River Basin and is proposing to treat new impervious surfaces onsite with multiple Stormwater Control Measures. There are several jurisdictional features located on and adjacent to the site such as wetlands, streams, ponds and Riparian buffer.

Natural Resources & Open Space Staff Analysis:

The Development Plan is: ☒ Consistent ☐ Inconsistent with the Natural Resources Plan/Ordinances

The open space elements comply with the minimum requirements that were established with the Rezoning and Major Subdivision Plan. The overall open space elements are in combination with the adjacent property that is also associated with the same Major Subdivision Plan. Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval.

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) and Community Business Conditional Zoning District and 1317 North Main Street Master Plan (21-MAS-03).

Development Standards Summary

Development Standards (UDO Section 2 & 21-MAS-03):

Building Placement	UDO Standard	Proposed Standard
Thoroughfare Setback (front)	50'	256'
Side – Corner Setback	30'	376'7"
All Other Setbacks (Side and Rear)	5'	168'6"
Setback Adjacent to Residential Zone	50'	123'9"

Building Height	UDO Standard	Proposed Standard
Maximum Building Height	75'*	Building A - 50'4"** Building B – 28'

*The 75' maximum building height was approved per the Development Agreement.
**The previously approved building was proposed at 69'

Landscaping (UDO Section 5 & 21-MAS-03):

	Standard	Proposed Standard
Perimeter Buffers		
East	N/A	N/A
North	30' Undisturbed Buffer	30' Undisturbed Buffer
South	30' Undisturbed Buffer	30' Undisturbed Buffer
West	50' Undisturbed Buffer	50' Undisturbed Buffer
Foundation (per square footage of landscaped area outside the structure, parking area, or loading area)		
Trees	1 overstory tree/5,000 sq. ft. or 1 small tree/ 3,000 sq. ft.	5 canopy trees & 6 understory trees
Shrubs	1.5 medium shrubs or 2 small shrubs/1,000 sq. ft.	139 large shrubs
Interior Vehicle Parking Area		
	1 landscape island with one tree and	54 canopy trees & 216 shrubs

	4 shrubs/10 parking spaces	

Street Trees		
	Thoroughfare: Trees on private property within 5 ft of the right-of-way	6 trees

Parking (UDO Section 6):

	UDO Standard	Proposed Standard
Vehicle Parking Locations	Unrestricted	Unrestricted
Minimum Parking	304 spaces	367 spaces
Maximum Parking	456 spaces	
Bike Parking	10 spaces	12 spaces

Building, Site and Subdivision Design (UDO Section 8 & 21-MAS-03):

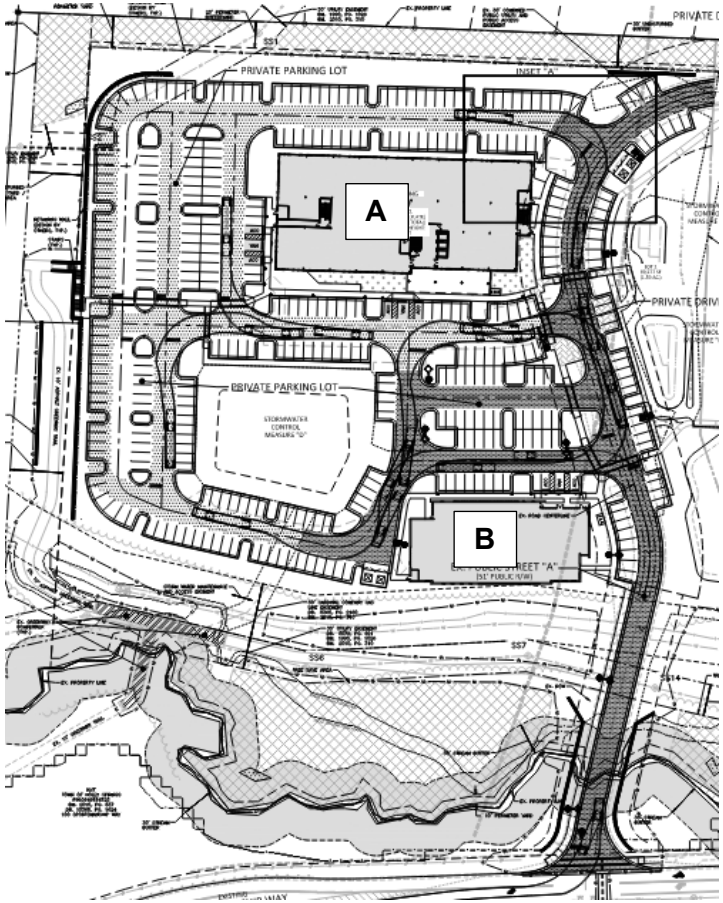
	Proposed Standard
Building Design	
Building Materials	Wood Cladding, Modular Brick, Aluminum Composite Metal Panel.
Horizontal Variation	Base, Middle, & Top of the building are provided with the Middle being greater than 50%.
Vertical Variation	Variations provided a minimum of every 25'.
Roof Expression	Roofline standards do not apply to buildings 3 stories or taller.

Building Elevations (UDO Section 8 and Conditional Zoning District)



- Each elevation includes at a minimum 60% type 1 materials.
- The building materials include Light Gray and Black Modular Brick, Wood Cladding, and 1" low-e glass.
- The ground floor of each building is meeting the minimum requirement of 20% transparency as well as the 15% for the upper levels. The most prominent area is the glass entry feature.

Proposed Site Design (UDO Section 8 and Conditional Zoning District) – Note: this plan was updated following the Public Hearing



Site Design Highlights

- A three story approximately 75,000 sf building and a one story approximately 12,000 sf building are located on the site.
- The use being proposed for both buildings is a medical office, however, building B could also be used for retail.
- The site includes 367 parking spaces.
- Open space has been provided in front of building A as a seating area as well as located near the east property line.

Development Standards Staff Analysis

The Development Plan Major Amendment is: ☒ Consistent ☐ Inconsistent with the Unified Development Ordinance

The proposed Development Plan Major Amendment is consistent with the development standards of the 1317 N Main Street Master Plan and the Unified Development Ordinance (UDO). While it is consistent with the UDO, staff will note, however, the proposed amendment is inconsistent with the commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement for the property. In these agreements, the applicant agreed to provide a mixture of office, retail, and hospitality uses and the proposed Development Plan Major Amendment does not include a hospitality use.

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

Development Plan Staff Analysis
The applicant must demonstrate that the proposed Development Plan Major Amendment complies with minimum requirements specified in Town's adopted land development policies and ordinances.

While the proposed Amendment complies with minimum requirements specified in Town's Unified Development Ordinance, staff finds the application to be inconsistent with the Comprehensive Plan as it pertains to the required mix of uses outlined in the approved Development Agreement and Economic Development Agreement. As required by Criterion 5 of the Findings-of-Fact associated with this decision type, projects must demonstrate compliance furthering the goals and policies of the Comprehensive Plan. The project does not meet the mixed-use commitments made by the developer identified in a Town Council approved Development Agreement and Economic Development Agreement which require a mixture of office, retail, and hospitality uses. While changes to the plan now support an integrated center/retail building, the proposed Amendment does not include the hospitality use committed to within the above stated agreements. The previously committed mixture of uses is an important component of the Town's Land Use goals to transform the area surrounding Ting Park into a true Mixed-Use Center.

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: 4/14/2025
Summary of Issues:

- Concerns regarding the traffic and the access locations to the site.
- Questions regarding the timing of the project and when construction will begin.

Planning Board Consideration & Action

Planning Board Meeting Date: 6/24/2025

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 Quasi-Judicial Public Hearing

Quasi-Judicial Public Hearing Date: 7/15/2025

Public Hearing Video: Link (Public Hearing begins at 48:12)

Quasi-Judicial Public Hearing Summary

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.

Public Hearing Discussion:

- The mix of uses being proposed.
- The effect of the approved Development Agreement and Economic Development Agreement.

- The connection of the project to the DHIC apartment dwelling project.

Application Modifications

The following modifications have been made to the application as a result of feedback received from the Town Council Public Hearing:

- Integrated Center/Retail building has been added to the plan.

Town Council Consideration & Action

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 Major Amendment Petition Motion

Adopt Resolution #25-31 to make and accept Findings of Fact for and to approve / deny Development Plan Major Amendment 21-DP-06-A02.

Planning Board Meeting Date: 6/24/2025

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 Major Amendment is consistent with the technical standards of Town of Holly Springs Unified Development Ordinance.

The Planning Board discussed the following issues and concerns:
- The affordable housing project that is located adjacent to this site and is associated with the Major Subdivision Plan.
- The project not including a mix of uses and the only use on this site being medical.
- Discussed the timing of the development and when the commercial pieces would be constructed.

Development Plan Major Amendment Motion
The Planning Board recommends the Town Council approve Development Plan Major Amendment 21-DP-06-A02 for 1317 N Main St. Commercial Tracts as submitted by Adam Pike, McAdams, dated Revised 6/11/2025 with staff recommended conditions.

The Planning Board voted in favor of the recommendation (8 - 1)

Those voting against the motion:
- Mr. Crandall – The project is not consistent with Criterion 5.

Resolution No. 25-31
Date Submitted: July 15, 2025
Date Adopted: October 21, 2025

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR AND TO APPROVE WITH CONDITIONS / DENY DEVELOPMENT PLAN MAJOR AMENDMENT (21-DP-06-A02); FOR 1317 N MAIN ST COMMERCIAL TRACTS

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 Major Amendment 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 Major Amendment:

Development Plan Major Amendment (21-DP-06-A02): Major Amendment for a reduction in the building height, reduction in the building square footage, and a modification in the building design.

SUPPORTING APPROVAL

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 Major Amendment (21-DP-06-A02) for 1317 N Main St Commercial Tracts; as submitted by Adam Pike, McAdams.

SUPPORTING DENIAL

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 Development Plan Major Amendment (21-DP-06-A02) for 1317 N Main St Commercial Tracts; as submitted by Adam Pike, McAdams.

Adopted by the Holly Springs Town Council on this, the 21st day of October, 2025.

Town of Holly Springs by **ATTEST**:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

DEVELOPMENT PLAN MAJOR AMENDMENT (21-DP-06-A02) FINDINGS OF FACT SUBMITTED BY APPLICANT

Criterion 1: The subject property is zoned Community Business Conditional Use, which allows for a wide variety of uses, including the proposed use, professional office. Additionally, the approved zoning conditions assure there are no adverse impacts to adjacent properties. The proposed perimeter buffer to Easton Acres will be undisturbed, which means existing plant material will remain and shall be supplemented to achieve a C-150 planting standard. The major amendment also drops down the height of the building from 4 story to 3 story, which was appreciated by the neighbors in attendance at the neighborhood meeting. Greenway connections are also proposed to nearby Ting Park, which will allow safe pedestrian connections to this wonderful community amenity.

Criterion 2: The subject site is located adjacent to Ting Park, so no public park dedication was required. However, the project will be installing greenway to Ting Park as well as a rapidly flashing beacon crosswalk across Sportsmanship Way, allowing for safe pedestrian access to the wonderful open space that is the nearby town park. Additionally, as part of the original rezoning approval, the overall project (combined with the affordable housing development), is also required to pay a parks & recreation fee-in-lieu payment to the Town.

Criterion 3: The proposed project layout will ensure that streets, lots, utilities and public improvements are served by town services in an economical way. The proposed development will extend public utilities to the site. The developer agrees to design and construct the mitigation improvements set forth in the sewer study. Additionally, the developer will be construction a vital stream crossing across town owned property adjacent to Sportsmanship Way, allowing access to the property, all on the developer’s dime.

Criterion 4: As noted elsewhere, the project will be saving existing trees in the perimeter buffer adjacent to Easton Acres, as well as the buffer along the Highway 55 bypass. Additionally, there is an existing environmental protection area along Sportsmanship Way. All these contribute to maximizing a natural surveillance surrounding the property on all sides. The extension and construction of the planned greenway as well as the crosswalk across Sportsmanship Way, work well to facilitate pedestrian access and circulation, as well as sidewalks throughout the development.

Criterion 5: This project is designed to utilize the acreage to the greatest extent possible whilst being a good neighbor, exactly what the Comprehensive Plan designation of Mixed-Use Center envisions. The entrance road into the site will feature sidewalk, as well as street trees, elsewhere the greenway along NC 55 bypass will be extended, ensuring pedestrian access will be enhanced – another key goal of the Comprehensive Plan. More importantly, the overall development, will provide a mix of uses that will improve and enhance the community – professional office and affordable housing – the first mix of this kind in Holly Springs!

RESOLUTION EXHIBIT B

DEVELOPMENT PLAN MAJOR AMENDMENT (21-DP-06-A02) CONDITIONS OF APPROVAL

1. All previous conditions of approval for *1317 N Main Commercial Tracts 1 & 2 Development Plan* apply to this plan amendment 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. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
3. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
4. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
5. 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.
6. 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.
7. 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.
8. 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.
9. The layout of the sewer and retaining wall on the northwest corner of the site will be further coordinated during Civil Construction Drawing Review.
10. Internal pedestrian connectivity via sidewalks around the north side of Building A will continue to be coordinated during Civil Construction Drawing Review.
11. The proposed dumpster location will continue to be coordinated during Civil Construction Drawing Review.

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A or otherwise reaches conclusions independently 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

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

CAPITAL ASSOCIATES MANAGEMENT LLC
& DHIC, INC

THIS DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (this "Agreement"), made and entered into this 19 day of January, 2023 (the "Effective Date"), by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **CAPITAL ASSOCIATES MANAGEMENT, LLC**, a North Carolina limited liability company ("CAM"), and **DHIC, Inc.**, a North Carolina non-profit corporation ("DHIC"). CAM, DHIC and their respective successors and assigns, are hereafter referred to collectively as the "Developers," and each may be referred to herein as a "Developer." The Town and the Developers are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, CAM is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract A" on Exhibit A attached hereto and incorporated herein by reference ("Tract 1"), which is situated within the corporate limits of the Town;

WHEREAS, DHIC is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract B" on Exhibit A ("Tract 2"), which is situated within the corporate limits of the Town;

WHEREAS, Tract 1 and Tract 2 are adjacent to each other, and together have a collective area of approximately 19 acres (collectively, the "Property"); and,

WHEREAS, the Developers are requesting approval of a development plan for a mixed-use commercial and residential development the Property, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and incorporated herein by reference and with the terms of this Agreement (the "Project"); and,

WHEREAS, the Property is currently located within the corporate limits of the Town and is currently served by the Town potable water and sewer service; and,

WHEREAS, the Developers desire careful integration between public and private capital facilities planning, financing and construction, and further desire sufficient assurances that development standards, ordinances, policies and procedures shall remain stable throughout the extended period of development of the Property; and,

WHEREAS, it is beneficial to both the Town and the Developers 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 Project, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance ("UDO"), 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, which may be accomplished through private drives and cross access easements across the Property; and,

WHEREAS, pursuant to rezoning 20-REZ-03, approved on April 6, 2021, the Town approved rezoning Tract 1 to Commercial Business (CB) and Tract 2 to RMF-15 pursuant to the UDO (collectively, the "Approved Rezoning"); 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 Property; 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 or as amended herein; and,

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. §§ 160A-16 and 160A-400.20 *et seq.*, and may contract with the Developers to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on September 20, 2022, and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, the Town Council of Holly Springs determined that it was in the best interests of its citizens to enter into this Agreement; and,

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and as listed as Exhibit D, and each Developer, in consideration of the foregoing benefits set forth in this Agreement, hereby agrees that (a) it (i) is familiar with these fees listed on the Town's website as of the Effective Date pursuant to

its annual adopted budget ordinance, (ii) does not dispute the reasonableness of such fees; and (b) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and such Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to such Developer, in connection with its development of its portion of the Project at such time as each such applicable fee becomes due to the Town, in the ordinary course of development, unless otherwise provided for herein; and,

WHEREAS, the Town considers the Project favorable to the Town because (i) it contains a significant amount of non-residential (commercial, office, and retail) uses, (ii) it will add affordable housing to the community, which is a condition placed upon development of the Property by the previous owner of the Property (Wake County), (iii) it is consistent with the Town's strategic planning initiative, and (iv) the Developers have agreed to incorporate several needed public infrastructure improvements as more fully described below (the "Public Improvements") in the vicinity of the Property, which will serve the Project as well as other nearby properties, and will generally benefit the Town as a whole;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I
DEFINITIONS

1. **Definitions:** The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred by the Developers for construction of the Project, upon final completion and approval thereof by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of (i) any administrative costs (i.e., profit and overhead) of the Developers, and (ii) any construction contingency for the Project. Actual Costs, which hereinafter are agreed to be reimbursed or otherwise paid by the Town, shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act of the Developers in connection with the Project under this Agreement. The Developers' right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Affordable Housing: One hundred twenty-four (124) residential units to be built and professionally managed by DHIC, where rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

c. 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 in a 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 Developers of all building activities associated with the Project as set forth on the Concept Plans.

d. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the Development of real property.

e. 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 UDO.

f. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the Development of real property, and includes laws governing permitted uses of real property, density, design, and improvements.

g. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

h. NCDOT: the North Carolina Department of Transportation.

i. Offsite Infrastructure: The public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, to the extent not located on the Property.

j. 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.

k. Concept Plans: The sketch plans for the Project attached hereto as Exhibit B, which were previously submitted by Developers to the Town and have been approved by the Town.

l. Public Infrastructure: Offsite Infrastructure as well as the public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, and road improvements or fees in lieu required by the Town or NCDOT, each to the extent located on the Property or in an easement appurtenant to the Property.

m. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, an increase in commercial and retail uses as well as an increase in the Town's stock of affordable housing, each of which furthers the Town's strategic planning efforts, and in the case of the Project on Tract 1, the additional financial revenue of the Town brought by the incremental ad valorem tax value of Tract 1 as so improved.

n. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements, fixtures, or structures customarily regarded as a part of real property.

o. Project: The Developers' plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development

process. The Project shall include the construction of affordable housing units as well as a commercial development including office, retail and a hotel.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: 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 this Agreement is ten (10) years, beginning on the Commencement Date, as defined herein. The parties are not precluded from entering into subsequent development agreements that may extend this period of duration. The condition precedent to this Agreement are: (1) that Wake County shall transfer ownership of the Property to the Town; (2) that the Developers shall have received any financing necessary for their acquisition and Development of the Property; (3) that no later than ninety (90) days of the latest of (i) approval of the Master Plan and the site plan for the Development, and (ii) issuance of grading permit for the Project, the Town shall transfer ownership of Tract 1 to CAM and of Tract 2 to DHIC. The day upon which the last of the conditions precedent set forth in the preceding sentence shall be fulfilled shall be the "Commencement Date".

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property are shown on the Concept Plans, and are subject to the Zoning Conditions as listed in Exhibit C.

a. The Project generally and initially shall consist of the Development of two (2) tracts:

(i) Tract 1 consists of approximately 11.11 acres on the western half of the Property. Development of Tract 1 shall include one or more office buildings, as well as retail facilities, a hotel, and parking.

(ii) Tract 2 consists of approximately 8.78 acres on the eastern half of the Property. Development of Tract 1 shall include one hundred twenty-four (124) residential rental dwelling units in buildings of 3 to 3-1/2 stories, as well as a playground, community building, and outside picnic areas. The improvements on Tract 1 shall be actively managed by DHIC (or an affiliate of DHIC) as an Affordable Housing development.

b. The Town hereby agrees that the land uses described herein and the Project as shown on Exhibit B is in the best interest of the Town and is in keeping with the land use plans of the Town.

c. The Developers voluntarily offered those zoning conditions set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Zoning Conditions") for the Approved Rezoning, which are binding upon Development of the Property.

4. SEWER IMPROVEMENTS: The Town and the Developers evaluated whether the existing gravity and force-main lines, together with the existing Twelve Oaks Pump Station (collectively, the "Existing Sewer Infrastructure") had the capacity to support the Project, or if improvements to the Existing Sewer Infrastructure would be necessary, and they determined that the Existing Sewer Infrastructure is

not adequate to support the Project. In consideration of the early payment by the Developers of the System Development Fees required for this Project, as set forth herein, which fees are also described in the Town's annual budget for its water and sewer system, the Town has completed the construction upgrades required to the Existing Sewer Infrastructure (the "Water-Sewer Upgrades"). Notwithstanding the foregoing, in no event shall a delay associated with the Town's completion of the Water-Sewer Upgrades be cause for the Town to delay in issuance of certificates of occupancy for any portion of the Project.

Each Developer shall pay the sum of all the fees set forth in this Section 4 as required for water and sewer for the Project on such Developer's portion of the Property (the "System Development Fees" or "SDF") at such time as such Developer (i) receives construction drawing approval, subject to payment of all SDF, and (ii) has a pre-construction meeting with the Town regarding Development of the Project on such Developer's portion of the Property. The Town agrees that DHIC's obligation to install metered water connections shall be modified as follows: DHIC shall only be required to install a single metered water connection for each building of residential units (as opposed to individual metered connections for each unit) and DHIC shall pay the SDF accordingly. For purpose of clarity the following tables describe the difference:

	Residential (Normal)				
	Units	type	Cost	Total	Notes
SDF - Water	124	3/4" <3000 Sf	$ 3,741.00	$ 463,884.00	per unit 3/4" charge
SDF - Sewer	124	3/4" <3000 Sf	$ 4,054.00	$ 502,696.00	per unit 3/4" charge
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 980,937.00	

Residential (Modified approach for Affordable Housing)					
	Units	type	Cost	Total	Notes
SDF - Water	5	3" >20,000 Sf	$ 12,010.00	$ 60,050.00	
SDF - Sewer	5	3" >20,000 Sf	$ 13,015.00	$ 65,075.00	
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 139,482.00	

Note: The above fees are the SDF fees for the 2021 budget year and will be applicable to the Project if applied for and paid in the ordinary course of development as required by the Town, but any SDF fees paid after June 30, 2024 may be subject to change. The parties acknowledge that (a) SDF is dependent on the type and number of meters used, (b) construction drawing approval is required prior to application for water service, and (c) payment of SDF is required prior to final construction drawing approval.

5. TRANSPORTATION IMPROVEMENTS: The Developers shall design, permit and construct the following Public Infrastructure improvements relating to transportation:

a. Design and construct half of the recommended 86-foot, 4-lane median thoroughfare with bike lanes on N. Main Street from the northern property line of the Property to Sportsmanship Way.

b. Design and construct a northbound left turn lane (approximately 100 feet in length) on N. Main Street at the access point on N. Main Street north of Sportsmanship Way, opposite Trellis Pointe Drive.

c. Provide a Fee-in-Lieu ("FIL") payment in the amounts set forth below for its proportionate share of the following improvement projects as required by the Town, and such payment shall be made upon the approval of civil construction drawings for such Developer's portion of the Project:

- FIL of design and construction of northbound right turn lane on N. Main Street at Old Smithfield Road / Sunset Lake Road, in an amount to be determined prior to Master Plan approval, as calculated by an opinion of probable cost by a licensed professional engineer, the selection of which is mutually agreed to by the applicable Developer and the Town;
- FIL of design and construction of future traffic signal on N. Main Street at Katha Drive / Arbor Creek Drive in the amount of $12,995 for the Project as a whole;
- FIL of half a 20-foot median from the terminus of the existing median on N. Main Street [Trellis Pointe Drive] to the Northern property line of the Property, in the amount of $10,325 for the Project as a whole;

d. The Development of the Project shall include construction and installation of a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, as illustrated on the Master Plan.

e. Construction of Approximately 510 linear feet of pedestrian sidewalk along the eastern border of the Property adjacent to and running parallel with N. Main Street. In the event the pedestrian sidewalk shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian sidewalk on its property.

f. Construction of Approximately 500 linear feet of a pedestrian greenway beginning at the end of the existing greenway path as of the Effective Date, just to the north of Sportsmanship Way, and continuing north along the western boundary of the Property, ending at the underpass beneath North Carolina Highway 55. In the event the pedestrian greenway shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian greenway on its property.

g. As a FIL, the Developers shall dedicate right of way to the Town for upgrades to NC 55 consisting of a 20 foot wide strip running along the westernmost edge of the Property.

h. The Developers shall dedicate a 10+/- foot wide strip of right of way to the Town on N. Main Street from the northern property line of the Property to Sportsmanship Way (included in subparagraph 5(a) above).

i. The Developers shall be allowed to construct a roadway across land currently owned by the Town adjacent to Sportsmanship Way (the "Town Property") in order to provide

b. Provide any off-site parks and recreation amenity for dedication to the Town, in the sole discretion of the Town, such as a dedicated greenway on the western side of NC 55 By-pass, on property owned by Wake County.

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. All Zoning Conditions shall be complied with in the Development of the Project.

12. HISTORIC STRUCTURES: None exist on the Property.

13. DEVELOPMENT SCHEDULE: The Developers, in consideration of the covenants contained herein, shall be allowed the following expedited review considerations: (i) concurrent review of a master plan and a development plan; (ii) concurrent review of construction drawings (civil) and building permit review; (iii) to submit the items in clause (ii) for review by Town staff prior to Town Council approval of a development plan or master plan for the Project, so long as a favorable recommendation for the Project has been received from the Town's Planning Board.

ARTICLE III
DUTIES OF THE DEVELOPERS

1. The Developers shall design, permit, and construct the Offsite Infrastructure for the Project in the location(s) approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of NCDEQ and any other applicable State regulatory agency. The Developers shall secure and dedicate to the Town all easements on the Property necessary for the construction and perpetual maintenance of the Public Infrastructure constructed in connection with the Project. For Public Infrastructure to be installed by the Developers on any land not owned by or controlled by the Developers, the Town shall convey such land to the Developers, if owned by the Town, or secure all necessary easements on any such land, if owned by third parties, for the construction and perpetual maintenance of the Public Infrastructure in a timely manner so as not to delay the completion of the Developers' duties hereunder.

2. The Developers shall construct in a workmanlike manner the Public Infrastructure on the Property (i) according to the design specifications and criteria of the Town which are in existence as of the Effective Date, and (ii) in full compliance with any applicable NCDEQ requirements. The Public Infrastructure on the Property, together with any and all appurtenances, easements, and equipment associated with the Project and required for public dedication, shall be dedicated to the Town in a manner consistent with the development plan for the Project and in a manner in accordance with the Town's standards.

3. The Developers shall construct the Public Infrastructure on the Property and the Offsite Infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town in effect as of the Effective Date.

4. The Developers shall pay all development fees for the Project at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to Section 4 above), 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.

ARTICLE IV
GENERAL TERMS

1. All of the Developers' obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon (i) satisfaction of the conditions precedent set forth in Section 2 of Article II above, and (ii) the Town's approval of the Master Plan and a site plan for the Project, and (iii) issuance of all Development Permits for the Project to one or both of the Developers.

2. All reimbursements, if any, for the Project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering for the Town, in accordance with this Agreement. Any opinions of project cost included in this Agreement are based upon preliminary designs and are approximate.

3. The Developers shall be responsible for the complete design and construction of the 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 ensure that the Project is complete-in-place and fully functional, 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 Developers and shall not be subject to reimbursement or participation by the Town, except as specifically described in this Agreement.

4. In the course of installing the sewer line or any other work on easements obtained by the Town or under the Town's ownership, the Developers shall operate under permission to encroach onto a Town easement and shall hold the Town harmless from acts or omissions by or on behalf of the Developers.

5. Each Developer agrees 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, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character, made by third parties, in connection with or arising out of the entry onto and performance of work for the Project or the Public Infrastructure on easements held by the Town, except to the extent that any such liability arises out of the negligence or willful misconduct of the Town or its agents, employees or contractors.

6. The Town agrees to protect, defend, indemnify and hold the Developers, and their respective officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties, in connection with or arising out of the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out

of the negligence or willful misconduct of a Developer, or its agents, employees or contractors. The Town 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 to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. The Project shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Public Infrastructure.

8. It shall be the responsibility of the Developers to ensure that all regulatory approvals for the Project or any part thereof, are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Town shall secure all necessary easements for the Public Infrastructure that is the subject of this Agreement.

ARTICLE V
OTHER

1. The Project 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 as of the Effective Date.

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 by next-business day delivery via a nationally recognized overnight courier, 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, or rejection of delivery, by the addressee.

3. This 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 as of the Effective Date, in the manner prescribed by Holly Springs Ordinance § 14-164.

4. Notices under this Agreement shall be sent to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

FOR THE DEVELOPERS:

Capital Associates Management, LLC
Attn: Frank Baird, Manager
1501 Sunrise Ave, Suite 100
Raleigh, NC 27608

DHIC, Inc.
Attn: Natalie Britt
Vice President, Real Estate Development
113 S Wilmington Street
Raleigh, NC 27601

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 Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.

8. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions relevant to the subject matter hereof, other than those expressed in writing.

9. Exhibit List: The following exhibits attached hereto are incorporated herein by this reference:

EXHIBIT A:	Map of the Property
EXHIBIT B:	Concept Plan
EXHIBIT C:	Zoning Conditions

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
Kathy White, 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.

_____
Patty Dressen
Interim Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Linda C. McKinney 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 19th day of January, 2023.

KATHRYN L WHITE
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-4-2025

_____
Notary Public

My Commission Expires: 3-4-25

[Agreement signatures continue on next page]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____
(*Seal*) Name: Frank P. Baird
Title: CEO, Manager

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the 13th day of January, 2023

TERRI PAGNANI NOTARY Comm. Exp. 3-15-2025 PUBLIC WAKE COUNTY, NC

[Official Seal]

Terri Pagnani
Notary Public
Terri Pagnani, Notary Public
Typed/Printed Name
My Commission expires: 03-15-2025 tmp

DHIC, Inc.

By: _____
(*Seal*) Name: Natalie Britt
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Natalie Britt, personally came before me this day and acknowledged that she is the Vice President of DHIC, Inc., a North Carolina non-profit corporation, and that she, in such capacity, being authorized to do so, executed the foregoing on behalf of the said non-profit corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023.

_____
Notary Public
_____, Notary Public
Typed/Printed Name
[Official Seal] My Commission expires: _____

[end of Agreement signatures]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____
(*Seal*) Name: Frank P. Baird
Title: CEO, Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023

_____
Notary Public

_____, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires:_____

DHIC, Inc.

By: Natalie Britt
(*Seal*) Name: Natalie Britt
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for the aforesaid county and state, certify that Natalie Britt, personally came before me this day and acknowledged that she is the Vice President of DHIC, Inc., a North Carolina non-profit corporation, and that she, in such capacity, being authorized to do so, executed the foregoing on behalf of the said non-profit corporation.

WITNESS my hand and official stamp (or seal), this the 13 day of January, 2023.

Kayla Rosenberg
Notary Public

Kayla Rosenberg, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires: April 30, 2025

[end of Agreement signatures]

KAYLA ROSENBERG
Notary Public, North Carolina
Wake County
My Commission Expires
April 30, 2025

EXHIBIT A
Map of Property

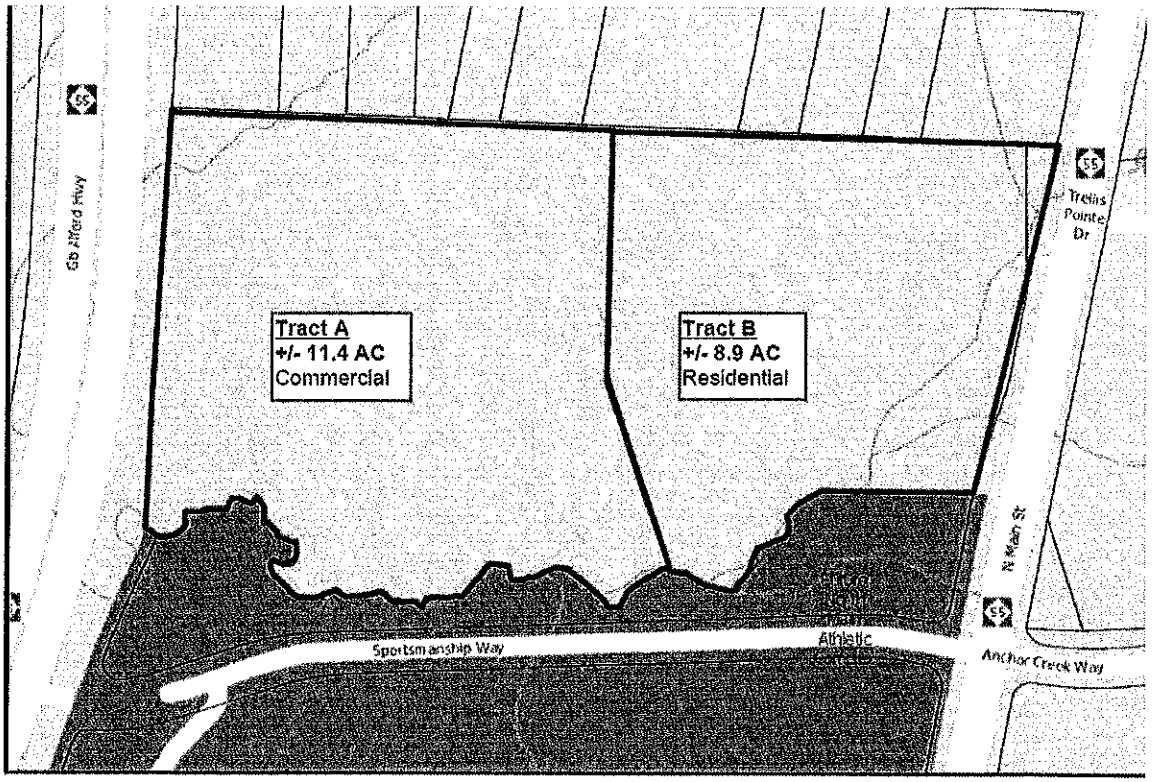
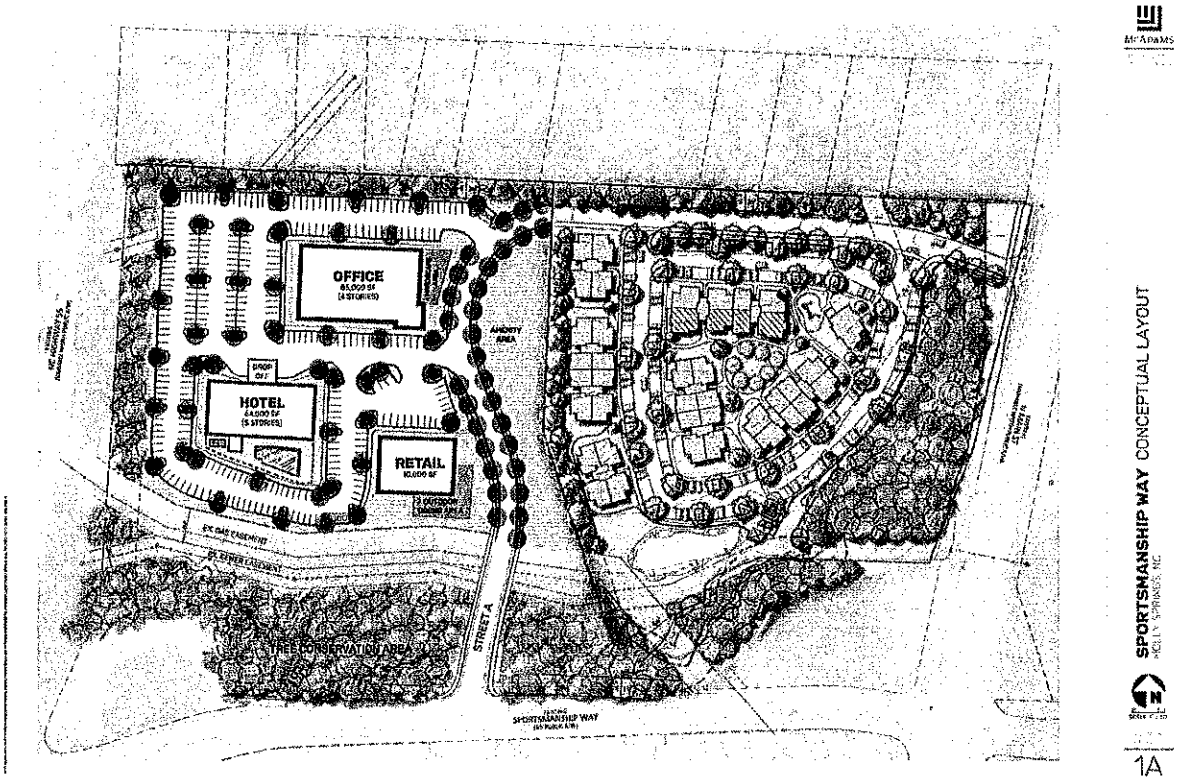


Exhibit B
Concept Plan



[continued on next page]

[end of Exhibit B]

Exhibit C
Zoning Conditions

1) The following uses shall be prohibited uses within the CB zoning district: 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; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

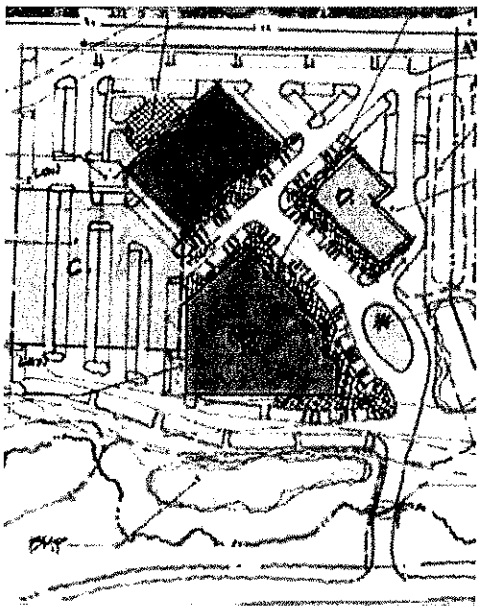
2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential:

   Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:



Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal(s).

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. 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 Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:
   a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
   b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
   c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24" and a minimum width of 18".

[end of Exhibit C]

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

CAPITAL ASSOCIATES MANAGEMENT, LLC

And

THE TOWN OF HOLLY SPRINGS, NC

DATED: January 19, 2023

This Economic Development Agreement (this "Agreement") is entered into, effective as of January 19, 2023, by and between Capital Associates Management, LLC, (hereinafter the "Company"), the Town of Holly Springs, a North Carolina Municipality, (hereinafter, the "Town").

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 create a non-residential business complex, stimulate investment in the local economy and promote business, resulting in the creation and retention of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the Town has determined will be made possible pursuant to the Project (as defined below); and,

WHEREAS, the Company has proposed (i) to make or cause to be made a capital investment of at least $20 million for the Project consisting of a "Class A" office building containing at least 70,000 square feet, retail, and a potential hotel according to a site plan approved by the Town, which will include taxable land, buildings, and equipment having an initial aggregate cost of at least $20 million, and (ii) to complete the necessary site work for the Project and for the nearby affordable housing project being undertaken by DHIC to move forward (collectively, the "Target Capital Investment").

WHEREAS, 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 stimulus and has offered economic development incentives and inducements (the "Inducements") to induce the Company to locate the Project at the Site, and such Incentives do in fact induce the Company to locate the Project at the Site, and;

WHEREAS, the Company fully intends to establish, through the Project, an important presence in the Town by creating a Class A office building, which will accommodate a large number of employees and yield a substantial returns to the Town.

WHEREAS, the Town hereby acknowledges that the terms of this Agreement, including specifically the Inducements and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site.

WHEREAS, the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the Town's offer of the Inducements and other assistance described in this Agreement, and;

WHEREAS, the Company proposes to build the Project at the Site (defined below), which is an approximate 10-acre site owned by Wake County ("County"). The County

requires the Town to serve as an intermediary between the County and the Company for purposes of the land acquisition by the Company, which shall be a purchase for fair market value as determined by an appraiser; and,

WHEREAS, The Town is authorized pursuant to N.C.G.S. § 158-7.1 to acquire and assemble land for commercial and industrial development purposes, and make appropriations and expenditures and convey interest in real property by private negotiation, and upon a public hearing, make a determination of proper consideration for such conveyance based on such factors as prospective tax revenues from improvements, increase of jobs, and other stimuli of the local economy. Expenses by the Town pursuant to this statute are limited by law, and the Parties understand that the expenses undertaken by the Town do not exceed this limitation; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Company agree as follows:

ARTICLE I

LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO LOCATION OF PROJECT; LAND, DEVELOPMENT AND INFRASTRUCTURE

A. Land Acquisition for Project

(1) The Company agrees to locate the real estate development consisting of the "Class A" office building containing at least 70,000 square feet, plus retail and a potential hotel (collectively, the "Project"), on a tract of land to be purchased by the Company from the Town for a purchase price equal to the fair market value thereof, as more particularly described below. The tract of land consists of approximately 10 acres located on Sportsmans Way, north of Ting Park (such property being referred to as the "Site"). The Site is denoted on the map attached hereto as Exhibit A.

(2) The Company agrees to pay the Town an amount equal to the fair market value for the Site, as determined by an appraisal dated October 28, 2020, by Kirkland Appraisals, LLC with an indicated value of One Million Twenty Thousand and No/100 Dollars ($1,020,000) (the "Appraised Value"). The Town shall acquire the Site from the County pursuant to a Disposition Contract, attached hereto as Exhibit B. Sale of the Site to the Company in lieu of a sale of the land compliant with ordinary public bidding law is authorized as an economic development incentive, as the Company shall develop a business park consistent with its plans described in the Project and approved through the Town's normal development process, irrespective of any promises or inducements made in this Agreement. As further described in Article III, below, failure of the Company to complete at least 80% of the Target Capital Investment within a specified timeframe may result in a reconveyance of the Site to the Town.

(3) The Town's conveyance of the Site to the Company shall be subject to (i) any easements, rights of way, or other property of record at the time of conveyance, and (ii) the Town's reservation of any further easements then known by the Town to be necessary to be dedicated as a result of the Project, as approved by the Company. In the event that additional rights of way or easements are necessary for completion of the Project, the Company agrees to convey those easements to the Town without compensation in the ordinary course of the development of the Project.

(4) The form of the Company's contract with the Town for acquisition of the Site (the "Company PSA") is attached hereto as Exhibit D. The Company PSA provides a due diligence period of not more than 90 days and requires that the Town shall tender a Special Warranty Deed with a deed reference to the covenants contained in this Economic Development Agreement. The closing under the Company PSA shall occur on the date (the "Closing Date") that is thirty (30) days after the latest of (i) issuance of site plan approval, (ii) approval of a subdivision plat for the Site, and (iii) the issuance of a grading permit to the Company for the Project. The Company PSA further provides that in no event shall the Closing Date occur later than the third anniversary of the Company submitting for the last of the approvals described in clauses (i) – (iii) of the previous sentence.

B. Compliance with Development Agreement

The Parties are contemporaneously entering into a Development Agreement pursuant to NCGS § 160D-1001, et. seq., setting forth development-related criteria and inducements (the "Development Agreement"), in the form attached hereto as Exhibit C.

C. Summary of Inducements.

The Company represents that the Inducements are necessary for the Project and without said Inducements, the Company would not locate the Project in Holly Springs, would not develop the Project and would not complete the Target Capital Investment. In summary, the Inducements offered by the Town to the Company are as follows:

(1) Transfer of the Site pursuant to the Company PSA for fair market value, based on a certified appraisal, without the requirement of a public bid and upset period;

(2) Compliance with all requirements of the Development Agreement; and

(3) The final approved site plan for the Project shall remain active and the Company shall not be required to re-apply for site plan approval for a period of three (3) years after the Closing Date.

ARTICLE II

COMPANY INVESTMENT REQUIREMENTS

Some of the Inducements are offered to the Company by the Town prior to the Company's completion of the Target Capital Investments, however the Inducements are expressly conditioned upon the following:

(a) The "Investment Period" shall be defined as the date that is five years after the Closing Date. During the Investment Period, the Company shall use all best efforts to achieve the Target Capital Investment, provided that the Town agrees that bonding of the site work portion of the Target Capital Investment in a manner sufficient for the DHIC project to proceed shall be deemed as completion of that portion of the Target Capital Investment for purposes of the foregoing Investment Period requirement; and

(b) The Company is not in arrears in the payment of its annual property taxes, utility fees, or other obligations to the Town.

ARTICLE III

UNSUCCESSFUL COMPLETION OF TARGET CAPITAL INVESTMENT

A. Reimbursement and Refund When Operations Cease After Completion of the Project

If the Company does not complete construction of the Target Capital Investment within five (5) years of the Company's receipt of the later of site plan approval and grading permits for such construction (such later date, the "Commencement Date"), subject to any extension agreed to by the Company and Town, then the Town, at its option, may, by written notice to the Company to be delivered on or before the sixth (6^{th}) anniversary of the Commencement Date, repurchase the Site at a purchase price equal to the Company's purchase price for the Site under the Company PSA plus all actual cost expended by the Company on the development of the Site to include all construction cost, payments in lieu, engineering, architectural, and other consulting fees expended to develop the Site for the Project.

B. Security in the Event Operations Cease Prior to Completion of the Project.

Upon receipt of construction drawing approval by the Town for the utilities and site work for the Project and for the DHIC affordable housing project, the Company shall provide a sealed engineer's estimate evidencing the actual construction costs of all such site work (the "Site Work Costs"). Company shall submit, at its election, one of the following forms of security to the Town equal to 115% of the Site Work Costs: (i) a payment and performance bond; (ii) a letter of credit from a bank with a situs within 150 miles of the Town; or (iii) a cash deposit ("Site Work Security"). In the event the Company or its developer shall fail to complete the site work portion of the Target

Capital Investment within thirty-six (36) months of the Closing Date, the Town shall be entitled to payment of the Site Work Security, for the full amount, without offset.

ARTICLE IV

GENERAL PROVISIONS FOR LOCAL INCENTIVES

A. Payment of Inducements.

The Inducements shall be paid in the manner permitted by North Carolina law and shall be expended only in accordance with N.C.G.S. §158-7.1 and other applicable provisions of federal, state and local laws. In no event shall any such payment be made except from lawfully available funds, nor shall payment be made if the Company has outstanding property taxes with respect to the Project, or other amounts owed to the Town, then due (in which case payment shall be made after such. obligations are discharged following written notice of such delinquency to the Company). If all conditions set forth herein have been satisfied, unless otherwise specified, the term "Year" refers to a fiscal year of the Town, which begins on July 1 and ends on the following June 30.

ARTICLE V

OTHER PROVISIONS

A. Adverse Change

The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Inducements so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or the Interpretations thereof, have not changed.

B. Change in Law

In the event any applicable law, policy or regulations applicable to the Company adversely affects or impacts the effective operation of the Project, the Town will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the Town.

C. Further Action

The parties acknowledge that the terms of the Project and the Inducements and

other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner.

D. Entire Agreement; Amendment; Authority

This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their members and the successors and assigns of each of them. 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. The Parties consent to exclusive jurisdiction of the State of North Carolina, Wake County for this Agreement. Furthermore, 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 DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY OR THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT PROHIBITED BY LAW, ANY FUTURE ACTION OR RIGHT OF ACTION ON THE PART OF THE TOWN COUNCIL. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE TOWN HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER, PRE-AUDITED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

E. Severability

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render

unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

F. Assignment

The Company shall not assign this Agreement or any portion thereof without the written consent of the Town, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the Town, except, however, that the Town's consent shall not be required for the Company's assignment of its rights and obligations under this Agreement to the same entity that receives a Permitted Assignment (as defined in the Company PSA), pursuant to the terms of the Company PSA. In the event of a substantial change of ownership of the Company, the Company shall inform the Town in writing, which may declare such change in ownership as an assignment requiring either renegotiation or termination of this Agreement.

G. Certificate of Authority

Should the Company (or the appropriate wholly owned subsidiary of the Company) not have an active Certificate of Authority to transact business in North Carolina, the Company (or the appropriate wholly owned subsidiary of the Company) shall file a Certificate of Authority with the 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.

H. Counterparts; Jurisdiction

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts, Wake County.

I. Audit Right

The Town reserves the right to require a certified audit or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment contemplated under this Agreement.

J. Annual Report

In the event the Company is not a public company or should cease to be a public company, with its annual report publicly available online for review, the Company shall furnish to the Town a copy of its annual Financial Statements prepared by its CFO as soon as It becomes available to the Company, but no later than six months following the Company's fiscal year end.

K. Due Authorization

Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

L. Recording

This Agreement shall not be recorded, but the parties agree to cause a memorandum hereof, to be mutually approved by the parties, to be recorded prior to conveyance of the Site to the Company pursuant to the Company PSA.

EXHIBIT LIST

Exhibit A Map of Site and surrounding area.

Exhibit B: Land Disposition Contract Between County

Exhibit C: Development Agreement

Exhibit D: Company PSA

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
Kathy White, 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.

_____
Patty Dressen
Interim Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Linda C. McKinney 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 19th day of January, 2023.

KATHRYN L WHITE
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-4-2025

_____
Notary Public

My Commission Expires: 3-4-25

[Agreement signatures continue on next page]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____

(*Seal*)

Name: Frank P. Baird

Title: CEO, Manager

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the 13th day of January, 2023

Melissa A. DeVita
Notary Public

Melissa A. DeVita, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires: 11/3/25

MELISSA A. DEVITA
My Commission Expires
NOTARY PUBLIC
November 3, 2025
JOHNSTON COUNTY, NC

[End of Agreement signatures]

Exhibit A

Map of Site and surrounding area

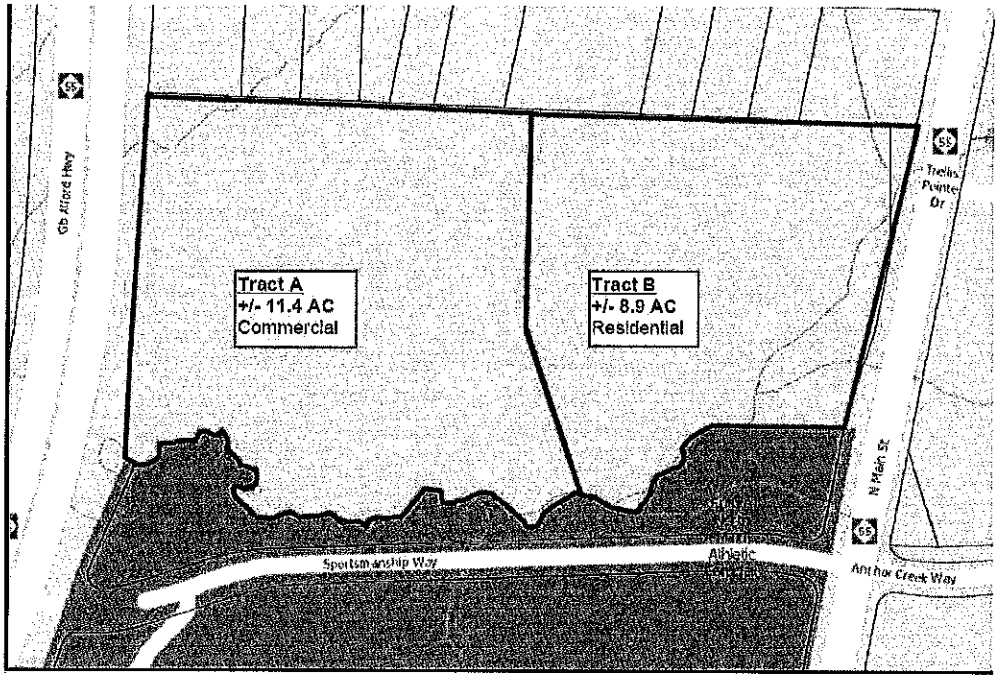


Exhibit B

Land Disposition Contract Between County and Town

[Attached]

Department: 47 - Housing & Community Revitalization

Vendor: VC0000001085 - TOWN OF HOLLY SPRINGS

Original Description of Services: In reference to the Amended Memorandum of Agreement for Disposition and Development of Affordable Housing on County-Owned Property at 1317 N. Main St., Holly Springs, approved by the BOC on 11/16/2020, this agreement describes the terms and conditions for the donative conveyance of a 10+/- acre portion of the subject Property to the Town of Holly Springs, NC.

Original Start Date: 12/1/2020
Original End Date: 12/31/2023
Original Max Amt Payable: $0.00

Current Start Date: 12/1/2020
Current End Date: 12/31/2023
Current Max Amt Payable: $0.00

Amendment History: (Completed Amendments)

Amendment Accounting History:

Current Amendment: EC00000000005583-01

Term: **New Contract Start Date:**
New Contract End Date:

Scope Change: The purpose of this amendment is to update the parties of this agreement after My Computer Career (MCC) withdrew from the agreement. This agreement also updates the closing date for the agreement from 06/01/2021 to 06/01/2023.

Amount Change:

New MAP:

Accounting:

DocuSign Envelope ID: EBE161AC-DEF4-4CB4-AA40-C46439EC028B

NORTH CAROLINA **DISPOSITION CONTRACT**

WAKE COUNTY **Pursuant to N.C.G.S. 160A-274**

This **DISPOSITION CONTRACT** ("Contract") made and entered into this 26 day of December, 2022 by and between **WAKE COUNTY, NORTH CAROLINA,** a body politic and corporate, whose address is P.O. Box 550, Raleigh, North Carolina 27602 (the "County") and the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA,** a municipal corporation and body politic (the "Town"), jointly referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the County owns 19+ acres of real property ("the Property") more particularly described in Exhibit "A" attached hereto and incorporated and further identified in Deed Book 5418, Page 249, Wake County Registry, located in Holly Springs, North Carolina; and

WHEREAS, by vote of the Wake County Board of Commissioners ("Board") on or about June 5, 2017, the Property was declared "surplus"; and

WHEREAS, in January 2020, an RFP was released for the purpose of solicit offers for its sale pursuant which mandated a certain portion of the real property be utilized for the construction of affordable housing, subject to final acceptance by the Board; and

WHEREAS, My Computer Career, Inc. ("MCC") and DHIC, Inc. ("DHIC") were the only parties to respond to the RFP and submitted a satisfactory, joint proposal, that includes a plan for the subdivision of the real property into two parcels for the construction of affordable housing and commercial development; and

WHEREAS, MCC and DHIC entered into an Memorandum of Agreement (MOA) originally dated September 16, 2020, and subsequently revised, approved by the respective governing boards of the County and Town; and

WHEREAS, MCC has withdrawn from the MOA, but DHIC and the Town have expressed an ongoing commitment to the proposed joint development and the Town has identified a replacement commercial developer and the parties have entered into a new MOA; and

WHEREAS, the County and Town agree that the County is best suited to handle the real estate transaction for the parcel intended to be dedicated for affordable housing in accordance with G.S. 153A-378(3) and the Town is best suited to handle the real estate transaction to for the parcel intended to be sold for commercial development under the Town's economic development policy in accordance with G.S. 158-7.1; and WHEREAS, the Town shall maintain all jurisdictional control over land use planning and development permitting for the Property given its location in the Town limits; and

WHEREAS, the County and Town desire to enter into it this Disposition Contract which shall replace and supersede the original contract authorized by the Wake County Board of Commissioners on November 16, 2020 and the Town of Holly Springs Town Council on November 17, 2020 for the purpose of effectuating the their desire to finalize the donative conveyance of an approximate 10+/- acre portion

of the property ("Town Parcel") as identified in Exhibit B, said conveyance being duly, and subject to the modified terms and conditions of this Agreement; and

WHEREAS, the County will retain ownership of the approximate 9+/- acre portion of the property ("County Parcel") as identified in Exhibit B for the purpose of facilitating development of the planned affordable housing; and

WHEREAS, upon the terms hereinafter set out, the County hereby agrees to transfer, and the said Town hereby agrees to accept fee simple ownership in Town Parcel.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Town agree that the terms and conditions governing the donative conveyance of the Town Parcel is as follows:

1. The Town Parcel shall be conveyed, without monetary consideration, to the Town pursuant to N.C.G.S. 160A-274, subject to the terms and conditions set forth and incorporated herein.

2. As a condition to the County's donative conveyance of the Town Parcel, the Town must demonstrate satisfaction of the following special conditions prior to conveyance:

   i. Rezoning of the Property to allow for intended development and use of a portion appropriate thereof for multi-family residential development;

   ii. A resolution approved by the Town Council entered upon its minutes that: 1) authorizes the Manager to enter into this Contract, 2) accepts the conveyance of the Town Parcel subject to a deed restriction for public use with a compensation reservation in favor of the County in the event the parcel is sold or leased for non-public use, and 3) accepts conveyance of the Town Parcel with the condition that the County is not required to expend any additional funding to effectuate the conveyance or improve the Town Parcel; and

   iii. Approval of a subdivision plat of the subject Property into two (2) separate parcels, roughly 9+/- acres and 10+/- to accommodate the intended development and use of the 9+/- acre parcel for multi-family residential development.

   iv. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.

3. As a condition to the County's donative conveyance of the Town Parcel, the Town hereby obligates itself to the following executory actions, which may occur at any time relative to the conveyance:

   i. Final site plan approval for the County Parcel vesting rights for the development of a multi-family residential development with a minimum of 124 affordable housing units in conformance with the MOA approved by the County;

   ii. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.

4. The Parties additionally make the following representations, warranties and covenants as of the date of this Contract and as of the date of closing; such representations, warranties and covenants shall survive closing:

   i. The Parties have full authority to enter into this Contract and to execute all documents contemplated hereby, and their execution, delivery and performance of this Contract will not violate the provisions of any other contract or agreement to which either Party is bound.

   ii. The Town Parcel will be conveyed in its present condition "as is", "where is", "with all faults," environmental or otherwise, including both latent and patent defects, and without any representations and warranties whatsoever from the County. Except for the express warranties contained herein, the Town hereby waives all warranties, and accepts the Town Parcel and any improvements thereon "as is" without recourse against the County.

   iii. The County shall not be required to expend any additional funding to effectuate the conveyance of the Town Parcel to the Town. The County shall not be required to make any additional improvements to the Town Parcel.

   iv. The County has good and marketable title to the Town Parcel and has not pledged the Town Parcel as collateral or otherwise encumbered the Town Parcel with any security contract, lien (including materialmen's lien), promissory note, Deed of Trust, or mortgage and as such, there are no known persons or entities other than County who have a right, claim, ownership or interest in the Town Parcel.

   v. Within three (3) years of conveyance, the Town (and/or its designees/successors/assigns) covenants and agrees to develop the Town Parcel or offer for development to a third-party for uses compatible with the proposed multi-family residential development on the adjacent County Parcel. For purpose of clarity, the Parties agree that the following uses office space, neighborhood entertainment, and retail are compatible. Until such time as the Town determines what portion of the Town Parcel shall be suitable for disposition to a third-party, the Town covenants and agrees that any use of the Town Parcel shall be a public use that is compatible with the proposed multi-family residential development planned on the County Parcel, as determined and approved by the Town. For purposes of this section, "public use" shall exclude any commercial uses of the Town Parcel that do not further or advance a municipal or governmental function, purpose, or activity. Nothing herein shall restrict the Town's ability to independently determine appropriate public uses of the Town Parcel or to partner with private or non-profit entities for the joint use of the Town Parcel, provided the use is in keeping with the restrictions stated herein.

   vi. The Town covenants and agrees that in the event the Town Parcel, or any portion thereof, is sold at a future date for monetary consideration, the Town will disburse the net sales proceeds derived from said sale to the County. For purposes of this provision, any sale of the Town Parcel, or a portion thereof, must comply with Article 12 of Chapter 160A of the North Carolina General Statutes and unless otherwise exempt, shall be sold for fair market value. For purposes of this Contract, fair market value shall be determined based on an appraisal performed by a licensed North Carolina MAI appraiser mutually selected by the Town and the County. This covenant is inserted as a condition to the donative conveyance and in

consideration of the County's investment in the Town Parcel. It is not the intent of this restriction to foreclose or restrict the Town's ability to dispose of the Town Parcel in accordance with any of the disposition procedures set forth in Chapter 160A of the General Statutes, but to merely preserve the County's consideration for transferring the Town Parcel in accordance with G.S. 160A-274 without the benefit of monetary consideration or payment to the County.

5. There are no prorations or adjustments between the Parties to be paid at closing.

6. The Town Parcel must be in substantially the same condition at Closing as on the date of this Contract. The Town shall remove the County's name or logo from all signage located on the Town Parcel within 30 days of closing.

7. Title will be delivered at closing by Non-Warranty Deed. The form of Deed for this transaction is attached hereto as "Exhibit C" and shall include the following special covenants and reservations, being further described in paragraphs 2 and 3above:

   i. *Covenant of Restriction on Use*: The Town Parcel may be used for any public purpose without advancement of compensation to the Grantor. If a portion or portions of the Town Parcel are conveyed or leased for a non-public purpose, the Town shall receive consideration equal to fair market value and compensate the Grantor in accordance with the Compensation Reservation provision set forth herein. Any use of the Town Parcel shall be compatible with the multi-family residential use of the adjacent County Parcel.

   ii. *Grantor's Compensation Reservation*: As part of the consideration for this Deed, the County hereby reserves for itself the right to compensation in the event the Town Parcel, or any portion thereof, is leased, sold, conveyed, or transferred by the Town to a third-party ("Sale") for monetary consideration. The Town hereby covenants and agrees that any Sale of the Town Parcel will not be less than fair market value as determined by a licensed North Carolina real estate appraiser. For purposes of this reservation, the County shall be entitled to a portion of the net proceeds "County Proceeds" (as defined and calculated below), derived from the Sale. The "County Proceeds" shall be calculated by subtracting from the "Net Closing Proceeds" received by the Town at closing, any reasonable costs or expenses incurred by the Town in maintaining the Town Parcel during the Town's period of ownership, which shall not exceed $50,000.00 ("Town Holding Costs"). The "Net Proceeds" shall be that same amount listed on the standard HUD- Settlement Statement "Cash to Seller" line, representing the net amount allocated to the Seller (Town) at closing or the rental payment proceeds as identified by a lease agreement. The "County Proceeds" shall be paid by the Town at or within three (3) business days from the closing date or alternatively to coincide with the first date of a prospective lease term.

      COUNTY PROCEEDS = Net Proceeds – Town Holding Costs

   iii. *Reverter Clause*: In the event the Town Parcel is not actively used by the Town or conveyed within three (3) years from the date of this Deed, all right, title, and interest in the property shall automatically revert to the grantor. The Parties understand that in order to accommodate the residential use on the County Parcel, it may be necessary to dedicate certain sections of the Town Parcel for right of way, easements, or other public uses necessary to serve the County Parcel. As such, in the event of any reverter, the Town shall transfer back to the County only those areas of the Town Parcel not otherwise encumbered by rights of way,

easements, or other hereditaments necessary to accommodate the residential use on the County Parcel.

8. This Contract may not be assigned without approval of the Wake County Board of Commissioners and the Town Council.

9. Any provision herein contained which by its nature and effect if required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

10. The Town acknowledges that it has preliminarily inspected the Town Parcel and has received due diligence documents and site inspection reports associated with the Town Parcel. The Town shall have the ability to perform due diligence to complete its final inspections, surveys, appraisals, environmental audits and other assessments any time before Closing, but shall coordinate with the County to obtain access to the Town Parcel for accomplishing the same. The Town and County shall equally split the costs associated with the survey work to be performed associated with the subdivision of the Property contemplated herein and the appraisal to be performed in accordance with Section 3(vi) of this Contract.

11. The Parties confirm they have not hired or engaged a broker or agent in this transaction. To the extent legally permissible, the Parties shall each indemnify and hold the other harmless from and against any claim made by any broker or other person or entity claiming a commission or fee as a result of having any Contract with the indemnifying party, in connection with this transaction.

12. The Town shall pay for the recording fees associated with the Non-Warranty Deed.

13. Subject to satisfaction of all closing conditions, the terms and conditions of this Contract, the Parties agree to execute any and all documents and papers necessary in connection with closing and transfer title on or before June 1, 2023 ("CLOSING DATE"), unless a later closing date is agreed to in writing. For purposes of this section, the Parties may extend the Closing Date upon execution of an addendum mutually agreed upon by the County Manager and Town Manager, provided the Town is in compliance with the conditions of this Contract and is advancing the development approvals required for the development of the County Parcel in a satisfactory manner to the County.

14. This Contract contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all Parties.

15. The Parties, their successors and/or assigns agree to cooperate with each other during development with respect to any temporary or utility easements necessary to effectuate the development purposes stated herein.

IN TESTIMONY WHEREOF, said parties have executed this CONTRACT in duplicate originals (one copy of which is retained by each party) the day and year written below.

WAKE COUNTY

DocuSigned by:
David Ellis
David Ellis, County Manager

Date: 12/26/2022

Approved as to form:

DocuSigned by:
Beth Smerko for SWW
Scott Warren, County Attorney

Date: 12/22/2022

Wake County, Department of Housing Affordability & Community Revitalization

DocuSigned by:
Mark Perlman
Mark Perlman, Division Director

DocuSigned by:
Ed Barberio
Edward Barberio, Deputy Director

DocuSigned by:
Lorena D. McDowell
Lorena McDowell, Department Director

TOWN OF HOLLY SPRINGS

DocuSigned by:
RANDY HARRINGTON
Randy Harrington, Town Manager

Date: 12/18/2022

Approved as to form:

DocuSigned by:
John Schifano
John Schifano, Town Attorney

Date: 12/13/2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Antwan Morrison
Town Finance Director, or designee

Date: 12/14/2022

DocuSigned by:
Linda McKinney
Linda McKinney, Town Clerk

Date: 12/19/2022

DocuSign Envelope ID: EBE161AC-DEF4-4CB4-AA40-C46439EC028B

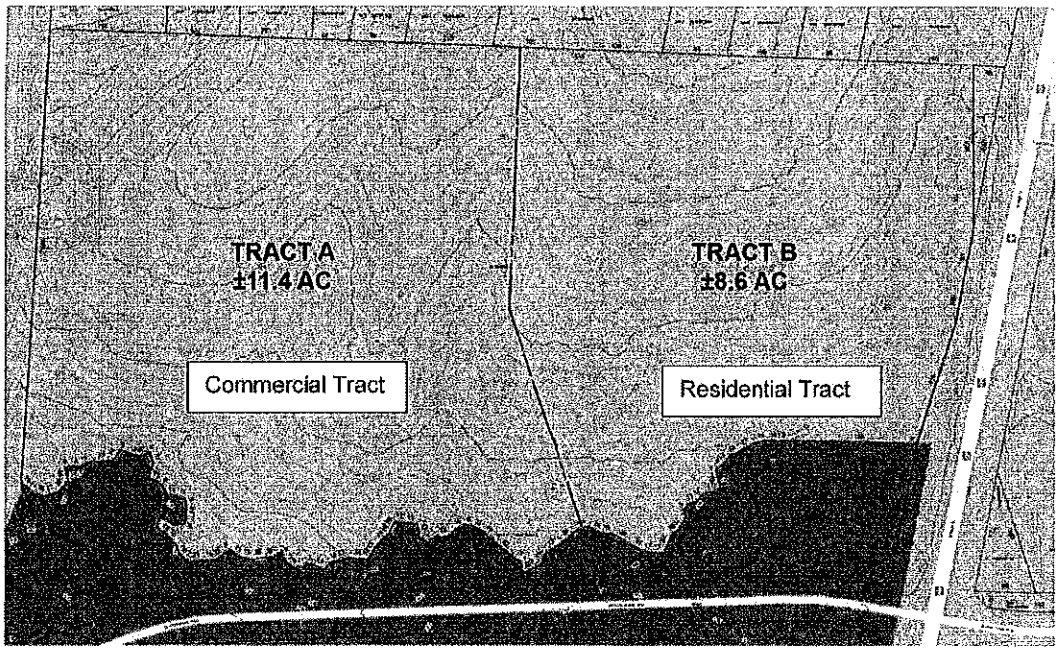
EXHIBIT A

Being the 19.936+/- acre parcel depicted as Tract 2 on the Recombination Map of The County of Wake Property dated February 8, 2013 and recorded in Book of Maps 2013, Page 310, Wake County Registry.

DocuSign Envelope ID: EBE161AC-DEF4-4CB4-AA40-C46439EC028B

EXHIBIT B

Proposed Subdivided Parcels
(County Parcel & Town Parcel)



Proposed Site Subdivision

Exhibit C

Development Agreement

[Attached]

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

CAPITAL ASSOCIATES MANAGEMENT LLC
& DHIC, INC

THIS DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (this "Agreement"), made and entered into this _____ day of January, 2023 (the "Effective Date"), by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **CAPITAL ASSOCIATES MANAGEMENT, LLC**, a North Carolina limited liability company ("CAM"), and **DHIC, Inc.**, a North Carolina non-profit corporation ("DHIC"). CAM, DHIC and their respective successors and assigns, are hereafter referred to collectively as the "Developers," and each may be referred to herein as a "Developer." The Town and the Developers are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, CAM is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract A" on Exhibit A attached hereto and incorporated herein by reference ("Tract 1"), which is situated within the corporate limits of the Town;

WHEREAS, DHIC is the contract purchaser of a tract of land in Wake County, North Carolina, being pictured and labeled as "Tract B" on Exhibit A ("Tract 2"), which is situated within the corporate limits of the Town;

WHEREAS, Tract 1 and Tract 2 are adjacent to each other, and together have a collective area of approximately 19 acres (collectively, the "Property"); and,

WHEREAS, the Developers are requesting approval of a development plan for a mixed-use commercial and residential development the Property, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and incorporated herein by reference and with the terms of this Agreement (the "Project"); and,

WHEREAS, the Property is currently located within the corporate limits of the Town and is currently served by the Town potable water and sewer service; and,

WHEREAS, the Developers desire careful integration between public and private capital facilities planning, financing and construction, and further desire sufficient assurances that development standards, ordinances, policies and procedures shall remain stable throughout the extended period of development of the Property; and,

WHEREAS, it is beneficial to both the Town and the Developers 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 Project, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance ("UDO"), 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, which may be accomplished through private drives and cross access easements across the Property; and,

WHEREAS, pursuant to rezoning 20-REZ-03, approved on April 6, 2021, the Town approved rezoning Tract 1 to Commercial Business (CB) and Tract 2 to RMF-15 pursuant to the UDO (collectively, the "Approved Rezoning"); 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 Property; 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 or as amended herein; and,

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. §§ 160A-16 and 160A-400.20 *et seq.*, and may contract with the Developers to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on September 20, 2022, and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, the Town Council of Holly Springs determined that it was in the best interests of its citizens to enter into this Agreement; and,

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget and as listed as Exhibit D, and each Developer, in consideration of the foregoing benefits set forth in this Agreement, hereby agrees that (a) it (i) is familiar with these fees listed on the Town's website as of the Effective Date pursuant to

its annual adopted budget ordinance, (ii) does not dispute the reasonableness of such fees; and (b) notwithstanding any reimbursements discussed below or any fees reduced or waived via an economic development agreement between the Town and such Developer, hereby agrees to timely pay all normal and customary fees to the extent applicable to such Developer, in connection with its development of its portion of the Project at such time as each such applicable fee becomes due to the Town, in the ordinary course of development, unless otherwise provided for herein; and,

WHEREAS, the Town considers the Project favorable to the Town because (i) it contains a significant amount of non-residential (commercial, office, and retail) uses, (ii) it will add affordable housing to the community, which is a condition placed upon development of the Property by the previous owner of the Property (Wake County), (iii) it is consistent with the Town's strategic planning initiative, and (iv) the Developers have agreed to incorporate several needed public infrastructure improvements as more fully described below (the "Public Improvements") in the vicinity of the Property, which will serve the Project as well as other nearby properties, and will generally benefit the Town as a whole;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I
DEFINITIONS

1. **Definitions**: The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred by the Developers for construction of the Project, upon final completion and approval thereof by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of (i) any administrative costs (i.e., profit and overhead) of the Developers, and (ii) any construction contingency for the Project. Actual Costs, which hereinafter are agreed to be reimbursed or otherwise paid by the Town, shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act of the Developers in connection with the Project under this Agreement. The Developers' right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Affordable Housing: One hundred twenty-four (124) residential units to be built and professionally managed by DHIC, where rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

c. 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 in a 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 Developers of all building activities associated with the Project as set forth on the Concept Plans.

d. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the Development of real property.

e. 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 UDO.

f. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the Development of real property, and includes laws governing permitted uses of real property, density, design, and improvements.

g. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

h. NCDOT: the North Carolina Department of Transportation.

i. Offsite Infrastructure: The public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, to the extent not located on the Property.

j. 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.

k. Concept Plans: The sketch plans for the Project attached hereto as Exhibit B, which were previously submitted by Developers to the Town and have been approved by the Town.

l. Public Infrastructure: Offsite Infrastructure as well as the public sanitary sewer gravity line, all potable water lines, and other Town-owned equipment or facilities, and road improvements or fees in lieu required by the Town or NCDOT, each to the extent located on the Property or in an easement appurtenant to the Property.

m. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, an increase in commercial and retail uses as well as an increase in the Town's stock of affordable housing, each of which furthers the Town's strategic planning efforts, and in the case of the Project on Tract 1, the additional financial revenue of the Town brought by the incremental ad valorem tax value of Tract 1 as so improved.

n. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements, fixtures, or structures customarily regarded as a part of real property.

o. Project: The Developers' plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development

process. The Project shall include the construction of affordable housing units as well as a commercial development including office, retail and a hotel.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: 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 this Agreement is ten (10) years, beginning on the Commencement Date, as defined herein. The parties are not precluded from entering into subsequent development agreements that may extend this period of duration. The condition precedent to this Agreement are: (1) that Wake County shall transfer ownership of the Property to the Town; (2) that the Developers shall have received any financing necessary for their acquisition and Development of the Property; (3) that no later than ninety (90) days of the latest of (i) approval of the Master Plan and the site plan for the Development, and (ii) issuance of grading permit for the Project, the Town shall transfer ownership of Tract 1 to CAM and of Tract 2 to DHIC. The day upon which the last of the conditions precedent set forth in the preceding sentence shall be fulfilled shall be the "Commencement Date".

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property are shown on the Concept Plans, and are subject to the Zoning Conditions as listed in Exhibit C.

a. The Project generally and initially shall consist of the Development of two (2) tracts:

(i) Tract 1 consists of approximately 11.11 acres on the western half of the Property. Development of Tract 1 shall include one or more office buildings, as well as retail facilities, a hotel, and parking.

(ii) Tract 2 consists of approximately 8.78 acres on the eastern half of the Property. Development of Tract 1 shall include one hundred twenty-four (124) residential rental dwelling units in buildings of 3 to 3-1/2 stories, as well as a playground, community building, and outside picnic areas. The improvements on Tract 1 shall be actively managed by DHIC (or an affiliate of DHIC) as an Affordable Housing development.

b. The Town hereby agrees that the land uses described herein and the Project as shown on Exhibit B is in the best interest of the Town and is in keeping with the land use plans of the Town.

c. The Developers voluntarily offered those zoning conditions set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Zoning Conditions") for the Approved Rezoning, which are binding upon Development of the Property.

4. SEWER IMPROVEMENTS: The Town and the Developers evaluated whether the existing gravity and force-main lines, together with the existing Twelve Oaks Pump Station (collectively, the "Existing Sewer Infrastructure") had the capacity to support the Project, or if improvements to the Existing Sewer Infrastructure would be necessary, and they determined that the Existing Sewer Infrastructure is

not adequate to support the Project. In consideration of the early payment by the Developers of the System Development Fees required for this Project, as set forth herein, which fees are also described in the Town's annual budget for its water and sewer system, the Town has completed the construction upgrades required to the Existing Sewer Infrastructure (the "Water-Sewer Upgrades"). Notwithstanding the foregoing, in no event shall a delay associated with the Town's completion of the Water-Sewer Upgrades be cause for the Town to delay in issuance of certificates of occupancy for any portion of the Project.

Each Developer shall pay the sum of all the fees set forth in this Section 4 as required for water and sewer for the Project on such Developer's portion of the Property (the "System Development Fees" or "SDF") at such time as such Developer (i) receives construction drawing approval, subject to payment of all SDF, and (ii) has a pre-construction meeting with the Town regarding Development of the Project on such Developer's portion of the Property. The Town agrees that DHIC's obligation to install metered water connections shall be modified as follows: DHIC shall only be required to install a single metered water connection for each building of residential units (as opposed to individual metered connections for each unit) and DHIC shall pay the SDF accordingly. For purpose of clarity the following tables describe the difference:

	Residential (Normal)				
	Units	type	Cost	Total	Notes
SDF - Water	124	3/4" <3000 Sf	$ 3,741.00	$ 463,884.00	per unit 3/4" charge
SDF - Sewer	124	3/4" <3000 Sf	$ 4,054.00	$ 502,696.00	per unit 3/4" charge
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 980,937.00	

Residential (Modified approach for Affordable Housing)					
	Units	type	Cost	Total	Notes
SDF - Water	5	3" >20,000 Sf	$ 12,010.00	$ 60,050.00	
SDF - Sewer	5	3" >20,000 Sf	$ 13,015.00	$ 65,075.00	
SDF - Water	1	1 1/2" 3000-20,000 Sf	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 Sf	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 139,482.00	

Note: The above fees are the SDF fees for the 2021 budget year and will be applicable to the Project if applied for and paid in the ordinary course of development as required by the Town, but any SDF fees paid after June 30, 2024 may be subject to change. The parties acknowledge that (a) SDF is dependent on the type and number of meters used, (b) construction drawing approval is required prior to application for water service, and (c) payment of SDF is required prior to final construction drawing approval.

5. TRANSPORTATION IMPROVEMENTS: The Developers shall design, permit and construct the following Public Infrastructure improvements relating to transportation:

a. Design and construct half of the recommended 86-foot, 4-lane median thoroughfare with bike lanes on N. Main Street from the northern property line of the Property to Sportsmanship Way.

b. Design and construct a northbound left turn lane (approximately 100 feet in length) on N. Main Street at the access point on N. Main Street north of Sportsmanship Way, opposite Trellis Pointe Drive.

c. Provide a Fee-in-Lieu ("FIL") payment in the amounts set forth below for its proportionate share of the following improvement projects as required by the Town, and such payment shall be made upon the approval of civil construction drawings for such Developer's portion of the Project:

- FIL of design and construction of northbound right turn lane on N. Main Street at Old Smithfield Road / Sunset Lake Road, in an amount to be determined prior to Master Plan approval, as calculated by an opinion of probable cost by a licensed professional engineer, the selection of which is mutually agreed to by the applicable Developer and the Town;
- FIL of design and construction of future traffic signal on N. Main Street at Katha Drive / Arbor Creek Drive in the amount of $12,995 for the Project as a whole;
- FIL of half a 20-foot median from the terminus of the existing median on N. Main Street [Trellis Pointe Drive] to the Northern property line of the Property, in the amount of $10,325 for the Project as a whole;

d. The Development of the Project shall include construction and installation of a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, as illustrated on the Master Plan.

e. Construction of Approximately 510 linear feet of pedestrian sidewalk along the eastern border of the Property adjacent to and running parallel with N. Main Street. In the event the pedestrian sidewalk shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian sidewalk on its property.

f. Construction of Approximately 500 linear feet of a pedestrian greenway beginning at the end of the existing greenway path as of the Effective Date, just to the north of Sportsmanship Way, and continuing north along the western boundary of the Property, ending at the underpass beneath North Carolina Highway 55. In the event the pedestrian greenway shall cross onto property owned by the Town, the Town will provide the necessary easements to the Developers to construct the pedestrian greenway on its property.

g. As a FIL, the Developers shall dedicate right of way to the Town for upgrades to NC 55 consisting of a 20 foot wide strip running along the westernmost edge of the Property.

h. The Developers shall dedicate a 10+/- foot wide strip of right of way to the Town on N. Main Street from the northern property line of the Property to Sportsmanship Way (included in subparagraph 5(a) above).

i. The Developers shall be allowed to construct a roadway across land currently owned by the Town adjacent to Sportsmanship Way (the "Town Property") in order to provide

vehicular and pedestrian access to Tract 1. Such roadway shall be a public street for the length of the Town Property.

j. Each Developer shall record reciprocal cross-access easements on the Property for all internal drive access areas, in a form subject to approval by the Town.

6. BUILDING HEIGHT: CB zoning under the UDO typically allows for a maximum building height of fifty-five (55) feet, but the office building included in the Project is expected to include four (4) stories with an anticipated height of approximately seventy-five (75) feet. The Developer of Tract 1 is hereby approved by the Town to increase the building height on Tract 1 to seventy-five (75) feet for the commercial portion of the Project, so long as (i) any such building is set back at least 50 feet from the northern boundary of the Property, to the extent adjacent to residential properties within Easton Acres (the "Northern Residential Boundary"), and (ii) the Developer of Tract 1 shall provide a 30 foot wide undisturbed bufferyard along the Northern Residential Boundary (the "Special Northern Bufferyard") and shall supplement the Special Northern Bufferyard with additional evergreen tree plantings to achieve the minimum type C-150 plant unit value (as described in UDO § 7.01(k)). The owner of Tract 1 shall maintain the Special Northern Bufferyard in perpetuity.

7. PARCEL SUBDIVISION: The Developers shall be allowed to subdivide the Property and record one subdivision plat creating Tract 1 and Tract 2 as described herein, prior to the completion of any Offsite Improvements; however, prior to the approval of any subsequent subdivision plats of Tract 1, the Developer of Tract 1 shall cause all Offsite Improvements to be completed and all FIL obligations relative to Tract 1 to be fulfilled.

8. [Intentionally Deleted.]

9. REQUIRED PERMITS: Each Developer shall secure all construction drawing approvals, erosion and sedimentation control approvals, grading approvals, and Development Permits as shall be necessary for such Developer's portion of the Project under the Land Development Regulations in existence of the time of such permit application. The Town shall aid each Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality ("NCDEQ"), or other state or federal agencies, as required for roads, sewer, and water for the Project. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developers of the need to comply with the Laws applicable to permitting requirements, conditions, terms, or restrictions.

10. PARKS AND RECREATION LAND DEDICATION: Under the UDO, the Town requires land dedication for parks and recreation purposes, or a fee in lieu of such dedication may be paid at the discretion of the Town Council. For the Property, the Town agrees to accept a fee in lieu of land dedication in an amount commensurate with the value of the Property at the time of subdivision. The parties currently stipulate that this results in a fee in lieu amount as calculated of $726,465 for the Property, based on the most current appraisal obtained by the Town. At any time prior to DHIC obtaining the first certificate of occupancy for Affordable Housing on Tract 2, as such time as the FIL shall be due, the Developer may:

a. Submit a more recent appraisal of the Property, if obtained by the Developers and if satisfactory to the Town, and recalculate the FIL according to the new appraisal; or

b. Provide any off-site parks and recreation amenity for dedication to the Town, in the sole discretion of the Town, such as a dedicated greenway on the western side of NC 55 By-pass, on property owned by Wake County.

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. All Zoning Conditions shall be complied with in the Development of the Project.

12. HISTORIC STRUCTURES: None exist on the Property.

13. DEVELOPMENT SCHEDULE: The Developers, in consideration of the covenants contained herein, shall be allowed the following expedited review considerations: (i) concurrent review of a master plan and a development plan; (ii) concurrent review of construction drawings (civil) and building permit review; (iii) to submit the items in clause (ii) for review by Town staff prior to Town Council approval of a development plan or master plan for the Project, so long as a favorable recommendation for the Project has been received from the Town's Planning Board.

ARTICLE III
DUTIES OF THE DEVELOPERS

1. The Developers shall design, permit, and construct the Offsite Infrastructure for the Project in the location(s) approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of NCDEQ and any other applicable State regulatory agency. The Developers shall secure and dedicate to the Town all easements on the Property necessary for the construction and perpetual maintenance of the Public Infrastructure constructed in connection with the Project. For Public Infrastructure to be installed by the Developers on any land not owned by or controlled by the Developers, the Town shall convey such land to the Developers, if owned by the Town, or secure all necessary easements on any such land, if owned by third parties, for the construction and perpetual maintenance of the Public Infrastructure in a timely manner so as not to delay the completion of the Developers' duties hereunder.

2. The Developers shall construct in a workmanlike manner the Public Infrastructure on the Property (i) according to the design specifications and criteria of the Town which are in existence as of the Effective Date, and (ii) in full compliance with any applicable NCDEQ requirements. The Public Infrastructure on the Property, together with any and all appurtenances, easements, and equipment associated with the Project and required for public dedication, shall be dedicated to the Town in a manner consistent with the development plan for the Project and in a manner in accordance with the Town's standards.

3. The Developers shall construct the Public Infrastructure on the Property and the Offsite Infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town in effect as of the Effective Date.

4. The Developers shall pay all development fees for the Project at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to Section 4 above), 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.

ARTICLE IV
GENERAL TERMS

1. All of the Developers' obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon (i) satisfaction of the conditions precedent set forth in Section 2 of Article II above, and (ii) the Town's approval of the Master Plan and a site plan for the Project, and (iii) issuance of all Development Permits for the Project to one or both of the Developers.

2. All reimbursements, if any, for the Project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering for the Town, in accordance with this Agreement. Any opinions of project cost included in this Agreement are based upon preliminary designs and are approximate.

3. The Developers shall be responsible for the complete design and construction of the 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 ensure that the Project is complete-in-place and fully functional, 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 Developers and shall not be subject to reimbursement or participation by the Town, except as specifically described in this Agreement.

4. In the course of installing the sewer line or any other work on easements obtained by the Town or under the Town's ownership, the Developers shall operate under permission to encroach onto a Town easement and shall hold the Town harmless from acts or omissions by or on behalf of the Developers.

5. Each Developer agrees 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, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character, made by third parties, in connection with or arising out of the entry onto and performance of work for the Project or the Public Infrastructure on easements held by the Town, except to the extent that any such liability arises out of the negligence or willful misconduct of the Town or its agents, employees or contractors.

6. The Town agrees to protect, defend, indemnify and hold the Developers, and their respective officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, and other expenses or liabilities of every kind or character, to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties, in connection with or arising out of the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out

of the negligence or willful misconduct of a Developer, or its agents, employees or contractors. The Town 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 to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. The Project shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Public Infrastructure.

8. It shall be the responsibility of the Developers to ensure that all regulatory approvals for the Project or any part thereof, are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Town shall secure all necessary easements for the Public Infrastructure that is the subject of this Agreement.

ARTICLE V
OTHER

1. The Project 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 as of the Effective Date.

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 by next-business day delivery via a nationally recognized overnight courier, 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, or rejection of delivery, by the addressee.

3. This 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 as of the Effective Date, in the manner prescribed by Holly Springs Ordinance § 14-164.

4. Notices under this Agreement shall be sent to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

FOR THE DEVELOPERS:

Capital Associates Management, LLC
Attn: Frank Baird, Manager
1501 Sunrise Ave, Suite 100
Raleigh, NC 27608

DHIC, Inc.
Attn: Natalie Britt
Vice President, Real Estate Development
113 S Wilmington Street
Raleigh, NC 27601

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 Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.

8. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions relevant to the subject matter hereof, other than those expressed in writing.

9. Exhibit List: The following exhibits attached hereto are incorporated herein by this reference:

EXHIBIT A:	Map of the Property
EXHIBIT B:	Concept Plan
EXHIBIT C:	Zoning Conditions

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
Kathy White, 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.

_____
Patty Dressen
Interim 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 January, 2023.

_____
Notary Public

My Commission Expires:_____

[Agreement signatures continue on next page]

[Agreement signatures continued from previous page]

CAPITAL ASSOCIATES MANAGEMENT, LLC

By: _____
(*Seal*) Name: Frank P. Baird
Title: CEO, Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Frank P. Baird, personally came before me this day and acknowledged that he is the CEO and a Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, in such capacity, executed the foregoing on behalf of the said limited liability company.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023

_____
Notary Public

_____, Notary Public
Typed/Printed Name
[Official Seal] My Commission expires:_____

DHIC, Inc.

By: _____
(*Seal*) Name: Natalie Britt
Title: Senior VP of Real Estate Development

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for the aforesaid county and state, certify that Natalie Britt, personally came before me this day and acknowledged that she is the Senior VP of Real Estate Development of DHIC, Inc., a North Carolina non-profit corporation, and that she, in such capacity, being authorized to do so, executed the foregoing on behalf of the said non-profit corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of January, 2023.

_____
Notary Public

_____, Notary Public
Typed/Printed Name
[Official Seal] My Commission expires:_____

[end of Agreement signatures]

EXHIBIT A
Map of Property

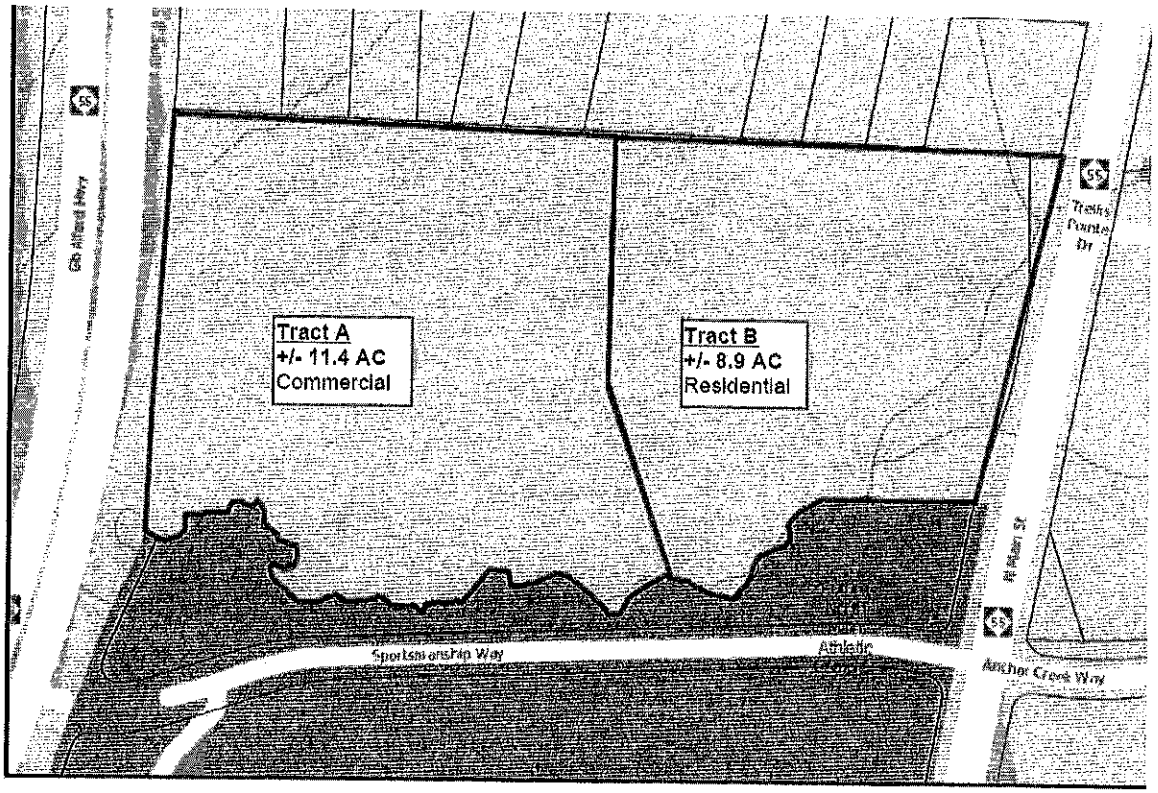


Exhibit B
Concept Plan



[continued on next page]

[end of Exhibit B]

Exhibit C
Zoning Conditions

1) The following uses shall be prohibited uses within the CB zoning district: 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; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

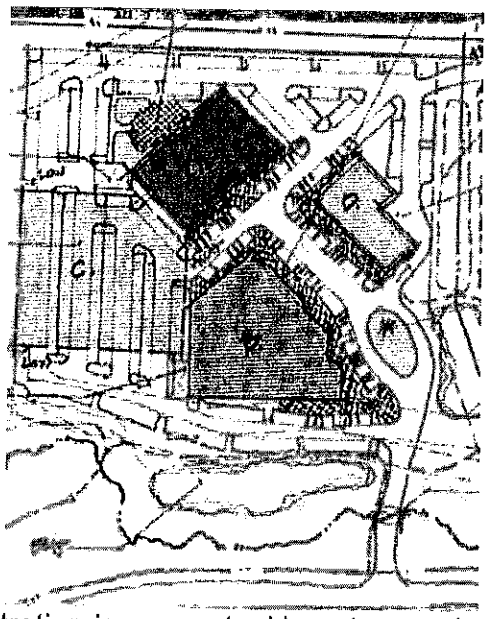
2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential:

   Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:



Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal(s).

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. 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 Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:
   a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
   b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
   c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24" and a minimum width of 18".

[end of Exhibit C]

Exhibit D

Company PSA

[Attached]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into on this _____ day of January, 2023, by and between TOWN OF HOLLY SPRINGS, a North Carolina municipal corporation (the "**Town**" or "**Seller**"), and CAPITAL ASSOCIATES MANAGEMENT, LLC, a North Carolina limited liability company, its successors and assigns (the "**Purchaser**").

WITNESSETH

WHEREAS, the Seller and Wake County, North Carolina, a political subdivision of the State of North Carolina (the "**County**") are working collaboratively towards the development of that certain real property comprised of 19.89 acres, more or less, located at 1317 N Main Street, Holly Springs, North Carolina, and identified as Wake County Tax Parcel Number 0649-89-4163 (the "**Master Parcel**").

WHEREAS, in response to an RFP soliciting offers for the sale of the Master Parcel, the Purchaser and DHIC, Inc. ("**DHIC**") submitted a joint proposal for the development of the Master Parcel, including the subdivision of the Master Parcel into two parcels for the construction of affordable housing and commercial development, respectively, such joint development being further evidenced in that certain Memorandum of Agreement among the Town, DHIC and Purchaser dated September 16, 2020 (as amended, the "**MOA**") which was approved by the governing boards of the County and the Town.

WHEREAS, pursuant to the terms of that certain Disposition Contract dated December 26, 2022 (the "**County Contract**"), the Seller and the County agreed to a donative conveyance of an approximate 10 acre, more or less, portion of the Master Parcel (such portion being referred to herein as the "Property" and further defined in Section 1.1) to the Seller for commercial development purposes under the Seller's economic development policy and in accordance with the MOA (the "**County Transaction**") which transaction was approved by the governing boards of the County and the Town.

WHEREAS, the County Contract and the County Transaction were ratified and reauthorized to the extent necessary by the Board of Commissioners of the County on November 9, 2022.

WHEREAS, under the terms of the County Contract and upon the consummation of the County Transaction, the Seller is permitted to convey the Property to a third party for commercial uses compatible with the proposed multifamily residential development planned for the remainder of the Master Parcel under the MOA.

WHEREAS, the Town, DHIC, and Capital Associates Management, LLC, are entering into a Development Agreement ("**DA**") on or about even date herewith, setting forth the requirements of the various parties with respect to the development of the Master Parcel.

WHEREAS, as of September 20, 2022, the governing board of the Town (i) determined that the Purchase Price to be paid by Purchaser, as set forth herein, meets or exceeds the appraised value of the Property as further described herein, and (ii) the Town approved entering into the DA and the EDA.

WHEREAS, upon the terms hereinafter set out and in accordance with Article 12 of Chapter 160A and Section § 158-7.1(d) of the North Carolina General Statutes ("**NCGS**"), the Seller hereby agrees to transfer, and the Purchaser hereby agrees to accept, fee simple ownership in the Property.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein collectively called the "**Property**"):

(a) Land. An approximately 10.81 acre, more or less, portion of the Master Parcel, depicted as Tract 1 on the site plan attached hereto Exhibit A (the "**Land**");

(b) Improvements. All improvements (the "**Improvements**"), if any, located on the Land, except as expressly provided otherwise herein;

(c) Easements. All easements, if any, benefiting the Land;

(d) Rights and Appurtenances. All rights and appurtenances pertaining to the Land, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way; and

(e) Tangible Personal Property. All of Seller's right, title and interest in all apparatus, fixtures, equipment, machinery and other personal property, if any, located on or about the Land (the "**Tangible Personal Property**"), to the extent not removed by Seller prior to the Closing Date.

2.
PURCHASE PRICE

2.1. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be ONE MILLION TWENTY THOUSAND AND NO/100 DOLLARS ($1,020,000.00) and shall be paid by Purchaser to Seller at the Closing (as defined in Section 6.1). The Purchase Price shall be payable in United States currency by way of federal wire transfer, in accordance with wiring instructions provided by Seller or Escrow Agent, or other immediately available funds at Closing. The Purchase Price meets or exceeds the appraised value of the Property, as determined by Rich Kirkland, a licensed North Carolina MAI appraiser.

2.2. Private Sale. This Agreement is entered into by the Town pursuant to NCGS § 158-7.1(d), the requirements of which are satisfied in part by that Economic Development Agreement entered into by the Town, Purchaser and DHIC (the "**EDA**"), which sets forth additional requirements of the Purchaser for the construction and development of a business park on the Property (the date of Purchaser's execution of the EDA is to be hereinafter referred to as the "**Approval Date**").

3.
EARNEST MONEY

3.1. Earnest Money. Within five (5) business days after the Approval Date, Purchaser shall deliver to the Wyrick Robbins Yates & Ponton LLP ("**Closing Agent**" or "**Escrow Agent**") a deposit in the amount of Fifty Thousand and No/100 Dollars ($50,000.00) by wire transfer (the "**Earnest Money**"). If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money

deposited hereunder shall be paid to Seller as a credit against the Purchase Price. In the event of a termination of this Agreement by Purchaser pursuant to any right of termination contained in this Agreement, then the Earnest Money shall be returned to Purchaser.

4.
TITLE; INSPECTIONS

4.1. Title Commitment and Survey.

(a) Title Commitment. Purchaser shall obtain a commitment for an owner's policy of title insurance (the "**Title Commitment**"). The title insurance policy, when issued pursuant to the Title Commitment (the "**Owner's Policy**"), shall name Purchaser or its assignee pursuant to Section 12.8 as insured, insuring that Purchaser owns good and indefeasible fee simple title to the Property subject only to the Permitted Exceptions (as defined in Section 4.1(c) below). Purchaser shall be responsible for working directly with its title company ("**Title Company**") to obtain any endorsements that Purchaser may desire, and Purchaser shall be solely responsible for the cost of the Owner's Policy and any endorsements requested by Purchaser.

(b) Survey. Purchaser shall, at its election, obtain a current survey (the "**Survey**"), of the Property, and further upon Purchaser's election, the legal description to be included in the Non-Warranty Deed from Seller shall be based upon the Survey.

(c) Title Review Period. Purchaser shall have until the date that is ninety (90) days after the Approval Date (the "**Title Review Period**") to approve or disapprove the Title Commitment and the Survey, including the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion (any such disapproved item or matter is herein referred to as a "**Title Exception**"). If Purchaser fails to disapprove any item or information contained in the Title Commitment or Survey by written notice delivered to Seller of Purchaser's objection to such Title Exception(s) (a "**Title Objection Notice**") prior to the expiration of the Title Review Period, Purchaser shall be deemed to have approved such Title Exception(s) and shall accept title to the Property as reflected in the Title Commitment and Survey, subject to the Permitted Exceptions. If Purchaser delivers a Title Objection Notice to Seller prior to the expiration of the Title Review Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Title Exception(s) referenced in Purchaser's Title Objection Notice at or prior to Closing. However, if Seller is unable to cure or elects not to cure any one or more of the Title Exception(s) referenced in the Title Objection Notice, Seller shall notify Purchaser in writing of such inability or election (a "**Title Exception Election Notice**") within ten (10) days after Purchaser's delivery of the Title Objection Notice. In the event Seller fails to send Purchaser a Title Exception Election Notice within ten (10) days of Purchaser's delivery of the Title Objection Notice, then Seller shall be deemed to have elected not to cure any of the Title Exceptions and the Title Exception Election Notice shall be deemed given as of the tenth (10^{th}) day after Purchaser's delivery of the Title Objection Notice. Purchaser shall then have five (5) business days following its receipt of the Title Exception Election Notice either to waive its objections to the Title Exception(s) which Seller expressly or impliedly is unable or unwilling to cure (the "**Incurable Exceptions**") and proceed to Closing, or to terminate this Agreement. If Purchaser fails to notify Seller of the termination of this Agreement within the aforementioned five (5) business day period, Purchaser shall be deemed to have waived its objections to the Incurable Title Exceptions and the parties shall proceed to close the transaction contemplated by this Agreement, with the Incurable Exception(s) appearing as Permitted Exceptions on the Owner's Policy and on the Deed. If Purchaser provides Seller notice that it wishes to terminate this Agreement, (i) this Agreement shall be terminated effective as of the date on which Seller receives such notice, the Earnest Money shall be returned to Purchaser and the parties shall have no further obligations under this Agreement except for the obligations specified in Sections 4.2 and 4.3 of this Agreement, and (ii) the EDA and the DA shall also be terminated and of no further force or effect. The term

"**Permitted Exceptions**" as used herein, shall mean the Title Exception(s) listed in Schedule B of the Title Commitment which Purchaser approves, waives or is deemed to have approved pursuant to this Section 4.1(c).

4.2. Inspection.

(a) Inspection Period. Purchaser, its agents and employees may inspect the Property at any reasonable time on or before the date that is ninety (90) days after the Approval Date (the "**Inspection Period**"), and Purchaser may terminate this Agreement because of any unacceptable fact or condition affecting or existing on the Property (an "**Unacceptable Condition**") or for any other reason in Purchaser's sole discretion by delivering written notice of termination to Seller prior to the expiration of the Inspection Period. The inspections under this Section 4.2(a) may include, without limitation, a Phase I environmental inspection of the Property.

(b) Review Documents. Within ten (10) business days of the Effective Date, Seller shall provide Purchaser with copies of any surveys, title insurance policies, environmental studies, soil reports, governmental correspondence, and any other information relating to the Property (collectively, the "**Review Documents**"), to the extent in possession or control of Seller.

(c) Condition of the Property. If Purchaser does not close on the purchase of the Property under this Agreement, it shall return the Property to substantially the same condition in which it existed prior to any investigations undertaken by Purchaser, its agents, employees and assigns pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the obligations of Purchaser set forth in this Section 4.2(c) shall survive the termination of this Agreement, as applicable.

(d) Seller's Cooperation. Seller agrees to cooperate with Purchaser as is reasonably necessary to Purchaser's efforts to inspect the Property, including, without limitation, coordinating with the County to obtain access to the Property for accomplishing any such inspections.

4.3. Termination. If this Agreement is terminated, then the Earnest Money shall be reimbursed or disbursed by the Escrow Agent in accordance with the specific terms of Section 3.1.

4.4. Cross Access Easement. During the Inspection Period, Purchaser and Seller, in collaboration with the County or any other owner of the Residential Parcel (defined herein), as applicable, shall in good faith negotiate, for the benefit of the future owners and permittees of the Master Parcel, as it is to be subdivided, a non-exclusive, perpetual right, privilege and easement of pedestrian and vehicular ingress, egress and regress over, upon, across and through the Master Parcel (the "**Cross Access Easement**"). Purchaser may, in its sole discretion, grant, for the benefit of the future owners and permittees of that certain 9 acre, more or less, portion of the Master Parcel to be used for residential purposes and acquired by DHIC, or another affordable housing developer, as further set forth in the MOA (the "**Residential Parcel**"), a non-exclusive, perpetual right, privilege and easement of vehicular parking with respect to parking spaces designated by the Purchaser, in its discretion, and located on the Property (the "**Parking Easement**").

5.
REPRESENTATIONS OR WARRANTIES BY SELLER

5.1. REPRESENTATIONS AND WARRANTIES. The following representations and warranties are made by Seller:

5.1.1. No Litigation. Seller has no knowledge of, and has not received any notice of any actual, pending or threatened violation, action or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property (or any portion thereof), and there is no current threat of any litigation or other legal action being filed against Seller or the Property which would affect the Property or Seller's ability to perform its obligations hereunder.

5.1.2. Boundary Lines of Property. Seller has no knowledge of and has received no notice of any pending litigation or dispute with respect to the location of the boundaries and corners of the Land.

5.1.3. Authority. The execution, delivery and performance of this Agreement and the other agreements and instruments referred to herein and the consummation of the transactions contemplated hereby by Seller does not require the consent, approval or joinder by any party or entity which is not a party to this Agreement. This Agreement is the valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms. The individuals executing this Agreement and other documents and instruments referenced herein or otherwise executed and delivered in connection herewith on behalf of Seller have the legal power, right and authority to bind Seller under the terms and conditions stated herein.

5.1.4. Title. Seller will have, at the Closing, good, insurable fee simple title to the Land, free and clear of all liens and encumbrances, other than the Permitted Exceptions and none of the Land will be subject to any prior conveyance or assignment to, or any superior possessory rights in, any third party.

5.1.5. Undisclosed Agreements and Liabilities. There are no undisclosed liabilities or agreements affecting the Property that will remain in effect after the Closing, and there are no liabilities or agreements impairing Seller's ability or capacity to sell the Property to Purchaser. Seller has not entered into any commission or brokerage agreements relating to the Property.

5.1.6. No Rights to Purchase. No person or entity, other than Purchaser and the County (with respect to the County's limited right of reversion provided by the County Contract), has any right, agreement, commitment, option, right of first refusal or any other agreement with respect to the purchase, assignment or transfer of all or any portion of the Property.

5.1.7. No Condemnation. Seller has no knowledge of and has not received notice of any pending or threatened condemnation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property.

5.1.8. Leases, Occupancy. There are no tenants located on the Property, and no person or entity now has, or at the time of Closing will have, any possessory interest in the Property, under a lease or otherwise.

5.1.9. No Agreements. Other than as expressly set forth in this Agreement or otherwise disclosed in writing to Purchaser pursuant to this Agreement, there are no agreements in effect which will survive Closing hereunder, relating to the operation or maintenance of the Property.

5.1.10. Plan Approvals. The Master Plan and Site Plan have been approved by the Seller and will not be terminated and will remain valid for a period of 36 months after Closing.

5.1.11. Hazardous Material. Seller has no knowledge and has received no notice of: (i) any Hazardous Material contamination on the Land, or (ii) any investigation, administrative order, consent order, agreement, litigation, or settlement with respect to any Hazardous Material or Hazardous Material contamination that is in existence with respect to the Property, or (iii) any above ground or underground storage tank located on the Property or (iv) any violation or failure to comply with any environmental law

or laws regulating the storage, use or disposal of Hazardous Material. As used herein, "**Hazardous Material**" means hazardous, toxic or dangerous waste, substance, or material, as currently defined for purposes of (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or (b) any other federal, state or local law, ordinance, rule, or regulation applicable to the Property and establishing liability standards or required action as to reporting, discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous waste, substance, or material. Seller has delivered to Purchaser all exiting environmental reports regarding the Property in Seller's possession or available to the Seller.

The foregoing representations are true and correct, and the foregoing warranties are in full force and effect and binding on Seller as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of Closing in the same manner as expressly set forth herein, shall survive Closing for a period of one year, shall not be deemed merged into any instrument of conveyance delivered at Closing, and shall inure to the benefit of and enforceable by Purchaser, its successors and assigns. If Seller shall acquire any information or knowledge between the Effective Date and the Closing Date which would make any of the foregoing representations and warranties untrue or incorrect, Seller shall immediately disclose such information or knowledge to Purchaser and the representation or warranty so affected shall be deemed amended thereby as of the Closing Date; provided, however, if Seller or Seller's actions cause such representation or warranty to be untrue or incorrect, and if Purchaser suffers actual damage as a result, Purchaser shall be entitled to the remedies provided to Purchaser in Section 9.1 hereof. Notwithstanding the foregoing, in the event any change in the representation or warranty is deemed by Purchaser to be material and if such change is not caused by Seller or Seller's actions, Purchaser shall have the right to terminate this Agreement in which event the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder except for the obligations of Purchaser under Section 4.2(c).

6.
CLOSING

6.1. Closing. The closing of the transaction contemplated by this Agreement ("**Closing**") shall be held on or before the date ("**Closing Date**") that is thirty (30) days after the later to occur of (i) expiration of the Inspection Period, or (ii) Purchaser's fulfillment of the closing conditions set forth in Sections 7.1.9 and 7.1.10 below; provided, however, in no event shall the Closing Date occur later than the third anniversary of the Company submitting for the last of the approvals described in Sections 7.1.9 and 7.1.10 below. Purchaser and Seller shall conduct an escrow-style closing through Closing Agent so that it will not be necessary for any party to attend the Closing. Purchaser and Seller shall finalize and deliver all Closing documents to the Closing Agent no later than 5:00 p.m., EST on the last business day prior to the Closing Date.

6.2. Seller's Obligations at Closing. At Closing, Seller shall deliver to Purchaser the following documents:

(a) Deed. Special warranty deed (the "**Deed**") executed by Seller conveying the Property to Purchaser in the form attached to this Agreement as Exhibit B, subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copies of such documents and resolutions as may be required by and acceptable to the Title Company to evidence the authority of the person signing the Deed, the Non-Warranty Deed (if any), and other documents to be executed by Seller at the Closing, and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(d) Owner's Affidavit. An affidavit of Seller, in form acceptable to the Title Company, certifying that there are no mechanics' or materialmen's liens against the Property.

(e) Closing Statement. A closing statement executed by Seller.

(f) Form 1099. Internal Revenue Service Form 1099, if required by Section 6045(d) of the Internal Revenue Code.

(g) Possession Affidavit. An affidavit of possession in a form satisfactory to the Title Company to remove any exception as to claims of parties in possession of the Property.

(h) Non-Warranty Deed. If requested by Purchaser, a non-warranty deed conveying all of Seller's right, title and interest in and to the Property in accordance with the legal description prepared from the Survey (the "**Non-Warranty Deed**").

(i) Cross Access Easement. A fully executed Cross Access Easement, which is to be recorded in the Wake County Register of Deeds Office at or prior to Closing.

(j) Other Documentation. Such other instruments or documents as may be reasonably requested by Purchaser or the Title Company, or reasonably necessary, to effect or carry out the purposes of this Agreement, subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed.

6.3. Purchaser's Obligations at Closing. At Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price, less the Earnest Money, by wire transfer or other immediately available funds. The Escrow Agent shall disburse the Earnest Money to the Town at Closing.

(b) Closing Statement. A closing statement executed by Purchaser.

6.4. Proration. Real estate taxes, if any shall be due and payable, shall be apportioned or adjusted between Seller and Purchaser. If any governmental assessments have been levied against the Property, all such assessments due prior to Closing shall be paid by Seller, provided that if any assessments are payable in installments, Seller shall pay all installments that are due prior to the Closing Date and Purchaser shall be responsible for all installments due subsequent to the Closing Date. Notwithstanding the timing of the assessment payments and the responsibility therefor as set forth in the immediately preceding sentence, all apportionments and adjustments shall be made as of 12:01 a.m. local (Eastern) time on the Closing Date, except those items that are not ascertainable on the Closing Date or that this Section 6.4 expressly provides are to be determined on a subsequent date, which shall be apportioned or adjusted after Closing, but computed as of 12:01 a.m. local (Eastern) time on the Closing Date.

Taxes for the year in which the Closing occurs, if any, shall be prorated on the basis of the most recent available tax bill and shall be apportioned on a calendar year basis at Closing. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes for the year in which the Closing occurs shall be calculated on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax

rate and the assessed valuation of the property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as will be necessary.

The agreements of Seller and Purchaser set forth in this Section 6.4 shall survive the Closing.

6.5. Possession. Possession of the Property shall be delivered to Purchaser at Closing, free and clear of any claims of tenants and parties in possession.

6.6. Seller's Closing Costs. Except as otherwise expressly provided in this Agreement, Seller shall pay, at Closing: (a) the cost of the preparation of the Deed; (b) North Carolina transfer tax on the Deed, if any; (c) one-half (1/2) of all fees charged by the Escrow Agent, if any; and (d) the fees and expenses of Seller's attorney.

6.7. Purchaser's Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay, at Closing: (a) the premium and other costs of obtaining the Owner's Policy, any endorsements thereto requested by Purchaser, and any title searches or abstracts required by the Title Company to provide the final Owner's Policy; (b) the cost of the Survey; (c) the cost of any inspections or other due diligence conducted by Purchaser; (d) all lenders' fees related to any financing to be obtained by Purchaser; (e) the cost to record the Deed and any Non-Warranty Deed in Wake County; (f) all recording costs and documentary stamps or tax related to Purchaser's financing documents, including any deed of trust; (g) one-half (1/2) of all fees charged by the Escrow Agent, if any; and (h) the fees and expenses of Purchaser's attorney.

6.8. Other Closing Costs. Except as otherwise specifically provided for herein, all other Closing charges are to be allocated between Purchaser and Seller in accordance with the usual and customary practice for such transactions in the State of North Carolina.

7.
PURCHASER'S CONDITIONS PRECEDENT TO CLOSING

7.1. Purchaser's Conditions Precedent. The obligation of Purchaser to purchase the Property pursuant to this Agreement shall, at the option of Purchaser, be subject to the fulfillment, on or before the Closing Date, of all of the conditions set forth in this Section 7 (the "**Purchaser's Closing Conditions**"), any or all of which may be waived by Purchaser in Purchaser's sole discretion:

7.1.1. Representations, Warranties and Covenants. All of the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the Effective Date and, as of the Closing Date, and Seller shall have fully complied with all of Seller's duties and obligations contained in this Agreement.

7.1.2. Title. There shall be no material change in the matters reflected in the Title Commitment, except pursuant to Section 7.1.7 below, and there shall not exist any encumbrance or title defect affecting the Land not described in the Title Commitment except for the Permitted Exceptions or matters to be satisfied as of the Closing Date.

7.1.3. Title Policy. On the Closing Date, the Title Company shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Purchaser the Owner's Policy in accordance with the requirements of Section 4.1.

7.1.4. Adverse Actions. No action or proceeding shall have been instituted or be threatened before any court or governmental authority (a) that relates to the Property and affects the Property after the

Closing Date, or (b) that seeks to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein.

7.1.5. Bankruptcy. As of the Closing Date, Seller shall not have commenced (within the meaning of any Bankruptcy Law) a voluntary case, nor shall there have been commenced against Seller an involuntary case, nor shall Seller have consented to the appointment of a Custodian of it or for all or any substantial part of its property, nor shall a court of competent jurisdiction have entered an order or decree under any Bankruptcy Law that is for relief against Seller, in an involuntary case or appoints a Custodian of Seller for all or any substantial part of its property. The term "Bankruptcy Law" means Title 11, U.S. Code, or any similar state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

7.1.6. Agreements. Except as expressly permitted herein, Seller shall not have amended or terminated any agreements applicable to the Property after the Effective Date without Purchaser's prior written approval in each instance.

7.1.7. Consummation of the County Transaction. As of the Closing Date, Seller and the County shall have consummated the County Transaction—including but not limited to the recording of a plat of survey evidencing the subdivision, on the County's behalf, of the Master Parcel (including delineation of the Land as a separate legal lot), in accordance with the County Contract, which subdivision plat shall have been approved by the Seller and the Purchaser—such that Seller shall be able to convey fee simple title to the Property to the Purchaser, subject only to the Permitted Exceptions.

7.1.8. Rezoning. Purchaser shall have obtained rezoning of the Land to a commercial classification satisfactory to Purchaser, in its sole discretion. Any appeal periods as to such rezoning shall have expired.

7.1.9. Site Plan Approval. Purchaser shall have obtained, at Purchaser's sole cost and expense, unappealable site plan approval for the development of Purchaser's commercial project on the Land, such approval to be satisfactory to Purchaser in its sole discretion.

7.1.10. Permits. Purchaser shall be satisfied, in its sole discretion, that the Town's issuance to Purchaser of those building, grading and land disturbance permits necessary for the development of Purchaser's commercial project on the Land, is subject only to the Purchaser's acquisition of the Property.

7.2. Failure of Conditions. In the event of failure of any of the conditions in Section 7.1 and if Purchaser further elects to terminate this Agreement by notice to Seller on or before the Closing Date, the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder except for the obligations of Purchaser under Section 4.2(c).

8.
RISK OF LOSS

8.1. Condition of the Property. The Property shall be conveyed to Purchaser at Closing in substantially the same condition as on the date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies.

8.2. Condemnation. If, prior to Closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser shall have twenty (20) days from receipt of written notice of such event from Seller to advise Seller that it intends to (i) terminate this

Agreement and thereupon shall be entitled to the immediate return of the Earnest Money (including accrued interest), and the parties shall have no further rights or obligations hereunder except for the obligations of Purchaser under Section 4.2(c), or (ii) consummate the Closing, in which event the award of the condemning authority shall be assigned to Purchaser at the Closing. If Seller does not receive any such notice from Purchaser within such twenty (20) day period, then Purchaser shall be deemed to have elected option (i) of this Section 8.2.

9.
DEFAULT

9.1. Breach by Seller. If Seller breaches this Agreement and fails to cure such breach within the applicable period set forth in Section 9.3, Purchaser may, as Purchaser's sole and exclusive remedy either (a) terminate this Agreement and receive the immediate return of the Earnest Money, together with all accrued interest; or (b) pursue the remedy of specific performance. In no event shall Seller be liable to Purchaser for any actual, punitive, speculative, consequential, or other damages, except to the extent provided above for out-of-pocket expenses.

9.2. Breach by Purchaser. If Purchaser breaches this Agreement and fails to cure such breach within the applicable period set forth in Section 9.3, Seller may, as Seller's sole and exclusive remedy and relief hereunder, terminate this Agreement and thereupon be entitled to the Earnest Money together with all interest accrued thereon, if any, as liquidated damages (and not as a penalty). Seller and Purchaser have made this provision for liquidated damages because they acknowledge and agree that it would be difficult to calculate on the date hereof the amount of actual damages for such breach, and that retention of the Earnest Money represents reasonable compensation to Seller for such breach.

9.3. Notice and Cure. In the event of a default by either party, the non-defaulting party shall provide the defaulting party with written notice of such event of default and: (i) as to the failure to close, a period of ten (10) days in which to cure such default; or (ii) as to any other default, a period of twenty (20) days to cure such default, provided that if such default cannot be cured within twenty (20) days, then such additional time as is required to cure the default, provided that the defaulting party promptly commences and diligently pursues such cure, but in no event shall such additional time to cure default(s) exceed forty-five (45) days.

9.4. Return/Delivery of Earnest Money. In the event the Earnest Money is returned to Purchaser as provided in Section 9.1 above, or delivered to the Seller as provided in Section 9.2 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations of Purchaser under Section 4.2(c) hereof and all of Purchaser's obligations under the DA and EDA would terminate and be of no further force or effect.

10.
FUTURE OPERATIONS

10.1. Future Operations. From the Effective Date until the Closing or earlier termination of this Agreement:

(a) Except for condemnation, which is provided for in Section 8, Seller (i) will keep and maintain the Property in its condition as of the Effective Date (reasonable wear and tear excepted), and (ii) will use reasonable efforts promptly to advise Purchaser of any litigation, arbitration, or administrative hearing concerning the Property arising or threatened after the Effective Date.

(b) Seller will not, without the prior written consent of Purchaser, enter into, modify, or renew any contract or lease affecting the Property which cannot be cancelled upon thirty (30) days' prior written notice.

(c) Seller will not take any action to amend or modify the current zoning for the Property without the written consent of Purchaser which may be withheld in Purchaser's sole discretion.

11.
MISCELLANEOUS

11.1. Notice. Whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to the other (collectively "**Notice**"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee, or on the date the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facia evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent; or (c) if via nationally recognized overnight carrier (e.g., UPS, Federal Express), by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address within the United States is designated in writing by any party to the other.

SELLER:	Town of Holly Springs 128 S. Main St. Holly Springs, North Carolina 27540 Attention: Randy J. Harrington, Town Manager Telephone: (919) 557-3924
WITH COPIES TO:	Town Attorney's Office 128 S. Main St. Holly Springs, North Carolina 27540 Attention: John Schifano, Town Attorney Telephone: (919) 557-2917
PURCHASER:	Capital Associates Management, LLC 1501 Sunrise Avenue, Suite 100 Raleigh NC, 27608 Attention: Frank P Baird Telephone: (919) 233-9901
WITH COPIES TO:	Wyrick Robbins Yates & Ponton LLP 4101 Lake Boone Trail, Suite 300 Raleigh, North Carolina 27607 Attention: Anna McLamb Telephone: (919) 861-0482
TITLE COMPANY:	Title Insurance Company of North Carolina, Inc. 434 Fayetteville Street, Suite 2340 Raleigh, North Carolina 27601 Attention: Alice Bracey

Telephone: (919) 832-0252

11.2. Real Estate Commissions. Seller and Purchaser acknowledge that neither Seller nor Purchaser has contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby. To the actual knowledge of Seller and Purchaser, no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any person or entity. As used herein, "**Acquisition Fees**" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees, and nonrecurring management and start-up fees, development fees or any other fee of similar nature.

11.3. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

11.4. Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

11.5. Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

11.6. Time of Essence. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of North Carolina, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the applicable federal laws of the United States. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

11.8. Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns. Purchaser may assign its rights under this Agreement, without Seller's consent, to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Capital Associates Management, LLC or to any special purpose entity created by Capital Associates Management, LLC so long as the assignee adopts the obligations under the DA and EDA and assumes the obligation hereunder to take title to the Property (any such assignment being a "**Permitted Assignment**"). Upon the occurrence of a Permitted Assignment, the assigning Purchaser shall have no further rights or obligations under this Agreement. The Town shall receive written notice of any Permitted Assignment, including a fully executed assignment and assumption agreement. Any assignment other than a Permitted Assignment shall require the prior written consent of Seller, not to be unreasonably withheld, conditioned or delayed.

11.9. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

11.10. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

11.11. Date of This Agreement. As used in this Agreement, the term "**Effective Date**" shall mean and refer to the date of full execution and delivery of this Agreement by Seller and Purchaser, which delivery may be accomplished via an electronic copy of this Agreement sent by e-mail.

11.12. Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

(a) Exhibit A - Depiction of the Land;

(b) Exhibit B - Form of Special Warranty Deed.

11.13. Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

11.14. Recordation. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser.

11.15. Digital Images. Seller and Purchaser agree to accept a digital image of this Agreement, and all subsequent amendments hereto, as executed, as true and correct originals and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

11.16. Seller's Cooperation. Seller agrees to cooperate with Purchaser as is reasonably necessary to Purchaser's efforts to obtain governmental approvals including, without limitation, rezoning and site plan approval, and permits. In no event will Seller be obligated to incur any cost by virtue of its cooperation. If required by the relevant governing authority, Seller shall join in the execution of any applications for governmental approval.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth below.

SELLER:

TOWN OF HOLLY SPRINGS,
a North Carolina municipal corporation

By: _____
Name: Randy J. Harrington
Title: Town Manager

By: _____
Name: Linda McKinney
Title: Town Clerk

Approved as to form:

By: _____
Name: John Schifano
Title: Town Attorney

PURCHASER:

CAPITAL ASSOCIATES MANAGEMENT, LLC,
a North Carolina limited liability company

By: _____
Name: Frank P. Baird
Title: CEO, Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Name: _____
Title: Town Finance Director, or designee

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

DEPICTION OF THE LAND

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

DEPICTION OF THE LAND

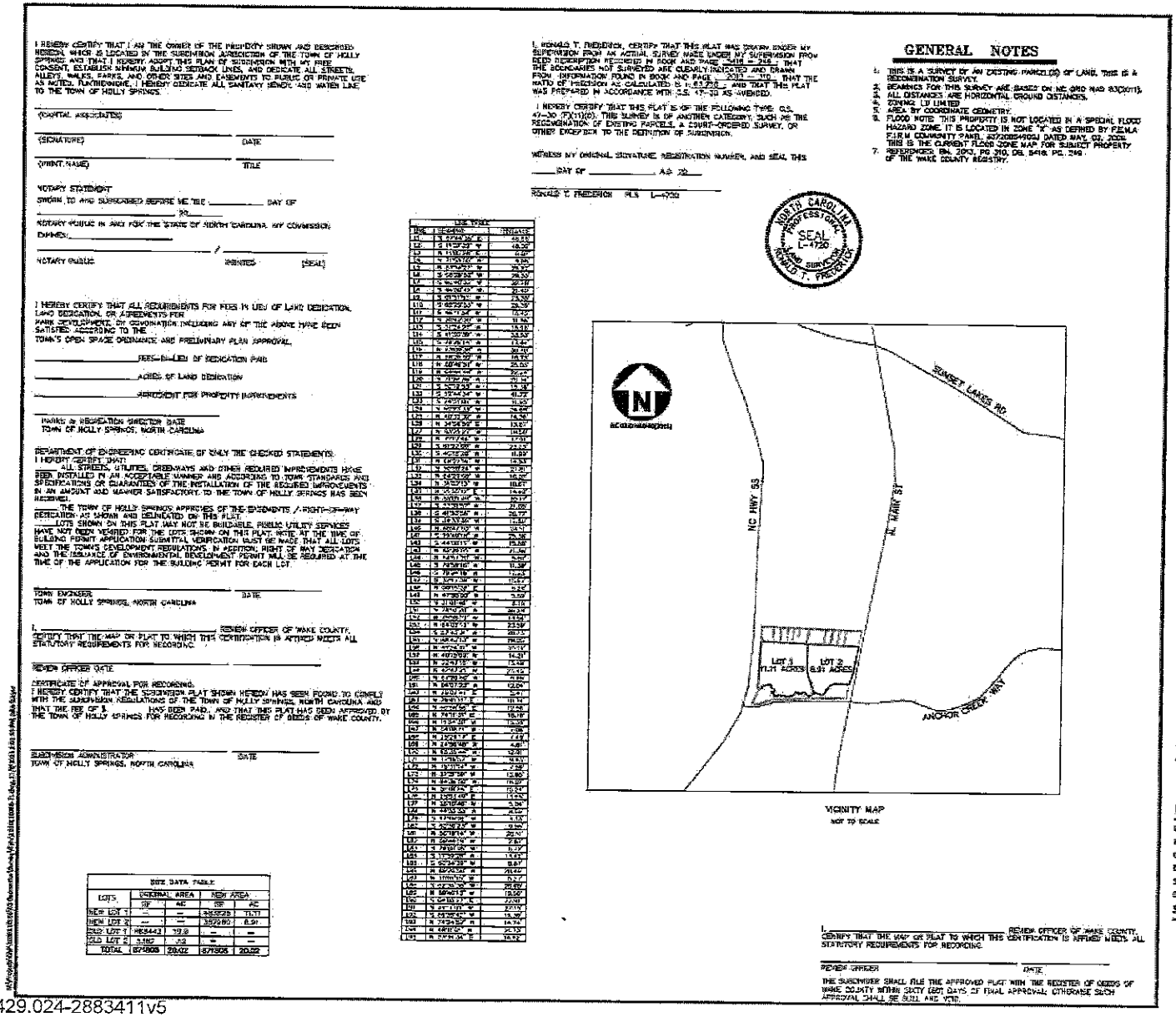
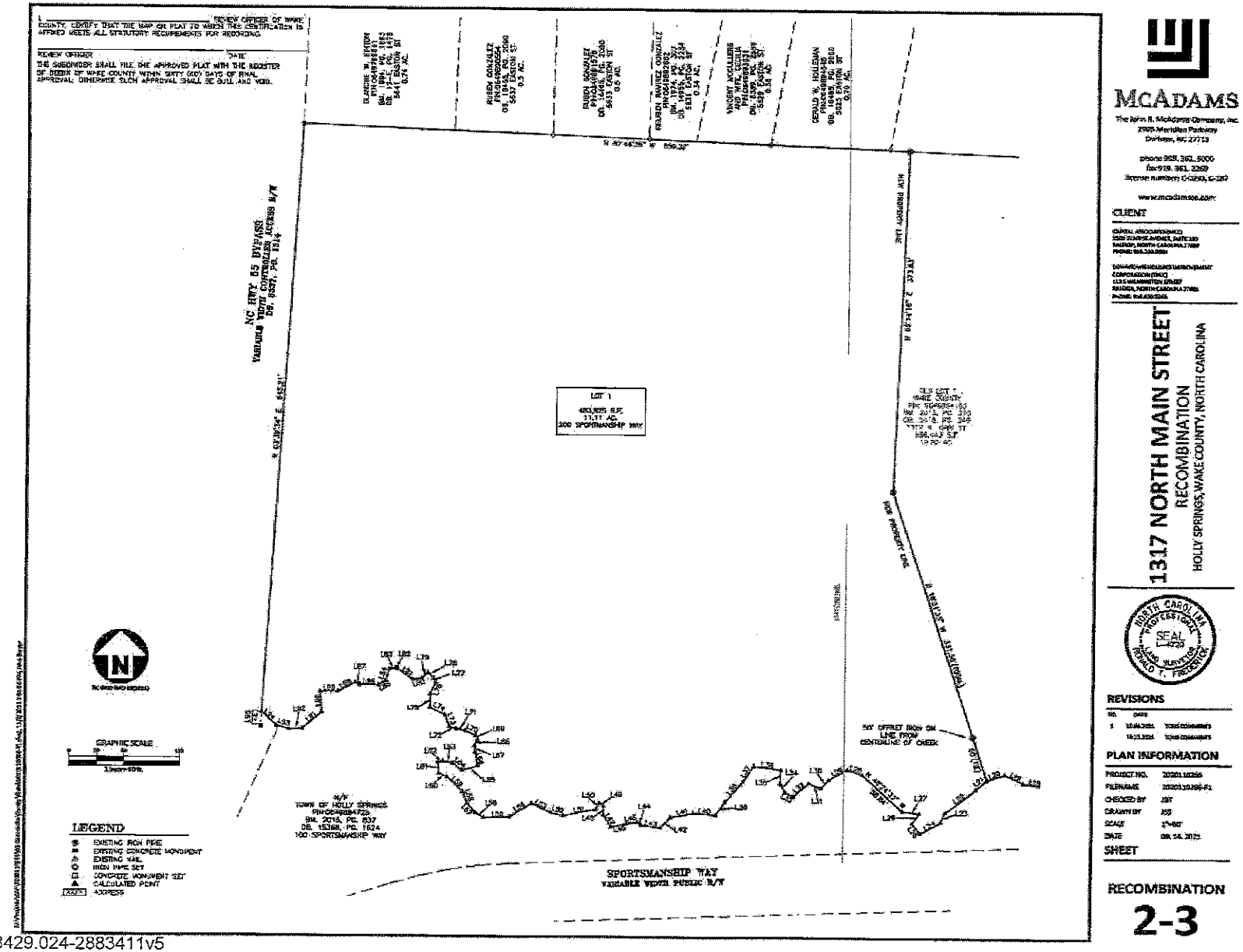


EXHIBIT A TO PURCHASE AND SALE AGREEMENT

DEPICTION OF THE LAND

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

DEPICTION OF THE LAND



McADAMS

The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license numbers: C-0293, C-187

www.mcadamsco.com

CLIENT

1317 NORTH MAIN STREET
RECOMBINATION
HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-4729 RICHARD T. FREDERICK

REVISIONS

NO.	DATE	
1	10.06.2025	YOMS COMMENTS
	10.15.2025	YOMS COMMENTS

PLAN INFORMATION

PROJECT NO.	20251.10266
FILENAME	20251.10266-R1
CHECKED BY	JBT
DRAWN BY	JSS
SCALE	1"=60'
DATE	08.14.2025

SHEET

RECOMBINATION

2-3

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

FORM OF SPECIAL WARRANTY DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: Parcel Identifier No.:
Tax ID No.:

Mail after recording to Grantee

This instrument was prepared by:

Brief Description for the Index:

THIS DEED made this _____ day of _____, 202__, by and between:

GRANTOR	GRANTEE	

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in Wake County, North Carolina and more particularly described as follows:

See Exhibit A which is attached hereto and incorporated herein by reference.

All or a portion of the property herein conveyed does not include the primary residence of Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____, Page(s) _____, Wake County Registry.

A map showing the above-described property is recorded in Book _____, Page _____, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. Ad Valorem taxes for the year 202__ and subsequent years taxes, not yet due and payable; and
2. All restrictions, easements and rights-of-way of record; and
3. Those covenants and conditions contained in a Development Agreement recorded at Book ____, Page____, Wake County Registry.

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

[*ADD SIGNATURE BLOCK(S) AND NOTARY ACKNOWLEDGEMENT(S)*]

EXHIBIT A to Special Warranty Deed

[INSERT LEGAL DESCRIPTION BASED ON SUBDIVISION PLAT IN SEC. 7.1.7]

THE TOWN OF

Holly Springs

Ordinance No.: RZ21-01
Date Adopted:
Effective Date:

AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY NORTH CAROLINA GENERAL STATUTES 160A-383

WHEREAS, the Town of Holly Springs Town Council adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* in November 2007 and updated the plan in 2019; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 20.01 acres of Wake County PIN 649894163 & 649991395 from LB: Local Business Limited to CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Mixed-Use Center; and

WHEREAS, the requested Official Zoning Map Change proposes land uses that are consistent with the adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan Future Land Use Map,* and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on February 23, 2021 and recommended approval by a vote of 6-2-1; and

WHEREAS, an opportunity for public input into the suggested amendment has been offered in a public hearing before the Town Council; and

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council finds amending the Official Zoning Map from LB: Local Business Limited to CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use is consistent with the Vision Holly Springs Comprehensive Plan since the Land Use & Character Plan Future Land Use Map designates this property as Mixed-Use Center and the CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use districts, with the conditions offered by the applicant, will serve the broader economic, entertainment, and housing needs of the community and will provide for a compact, walkable environment and mix of residential and non-residential uses.; and

WHEREAS, the Town Council finds the proposed amendment to the Official Zoning Map is reasonable and in the public interest by providing opportunities to expand the nonresidential tax base, generate economic activity for the community, and provide for affordable housing; and

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Unified Development Ordinance of the Town is amended as follows:

Part 1: **Amend Unified Development Ordinance** Section 1.20, C. Official Zoning Map with the following rezoning request: #20-REZ-03 to change the zoning of PINs 649894163 & 649991395 from LB: Local Business Limited to CB CU: Community Business Conditional Use and R-MF-15 CU: High-Density Multifamily Residential Conditional Use, as further described below, the the following conditions:

1) The following uses shall be prohibited uses within the CB zoning district: 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; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant – Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential: Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:



Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal(s).

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. 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 Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:
    a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
    b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
    c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24” and a minimum width of 18”.

11) The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town’s annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town’s annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with Non-Residential and Residential Projects. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.
    ***This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement*.**

12) The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the

Developer can enter into agreements to accelerate the time for completion of these needed improvements. ***This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement*.**

13) The proposed development associated with this rezoning will be served by public sewer. The developer acknowledges that there are significant downstream gravity sewer and pump station improvements that are needed to accommodate the demand from this project. The developer has submitted a sewer and pump station evaluation report to meet the Town of Holly Springs standards. The developer is responsible to continue coordination with the Town to determine the cost sharing partnership that will facilitate the necessary sewer infrastructure improvements proportionate to the project's impact. ***This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement.***

14) TRANSPORTATION IMPROVEMENTS: The developer shall contribute, design, construct or permit the following Public Infrastructure relating to Transportation:
    a. Pay fee-in-lieu or construct northbound right turn lane at N. Main Street / Old Smithfield Road / Sunset Lake Road as required by the NCDOT.
    b. Contribute a fee-in-lieu for design and construction of future traffic signalization at the intersection of N. Main Street / Katha Drive / Arbor Creek Drive proportionate to project impact.

This condition shall apply to this zoning district unless otherwise modified by a Developer Agreement.

TRACT A – LB: Local Business Limited to CB CU: Community Business Conditional Use
Beginning at an Existing Concrete Monument located at the Northwest Corner of "Tract 2" as shown in BM. 2013, PG.313 recorded among the Wake County Register of Deeds. Thence South 87°44'35" East a distance of 659.37 feet to a point; thence South 02°14'16" West a distance of 373.83 feet to a point; thence South 18°31'33" East a distance of 331.56 feet to a point along the centerline of creek; thence South 50°12'53" West a distance of 15.20 feet to a point; thence South 52°44'34" West a distance of 41.72 feet to a point; thence South 24°51'08" West a distance of 11.95 feet to a point; thence South 60°23'33" West a distance of 24.69 feet to a point; thence North 40°39'32" West a distance of 14.36 feet to a point; thence North 34°58'59" East a distance of 13.67 feet to a point; thence North 83°25'27" West a distance of 18.50 feet to a point; thence North 48°24'32" West a distance of 58.84 feet to a point; thence North 71°17'44" West a distance of 17.51 feet to a point; thence South 61°27'00" West a distance of 23.23 feet to a point; thence South 40°15'20" West a distance of 11.99 feet to a point; thence North 69°22'16" West a distance of 14.53 feet to a point; thence South 50°20'24" West a distance of 21.81 feet to a point; thence North 64°29'08" West a distance of 10.07 feet to a point; thence North 31°02'13" West a distance of 10.67 feet to a point; thence North 01°55'12" East a distance of 14.92 feet to a point; thence North 82°09'49" West a distance of 30.17 feet to a point; thence South 33°31'57" West a distance of 21.05 feet to a point; thence South 41°50'56" West a distance of 28.77 feet to a point; thence South 34°33'30" West a distance of 17.50 feet to a point; thence North 85°47'03" West a distance of 24.11 feet to a point; thence South 79°49'18" West a distance of 25.38 feet to a point; thence South 44°00'11" West a distance of 15.88 feet to a point; thence North 82°28'05" West a distance of 21.38 feet to a point; thence North 54°57'20" West a distance of 5.87 feet to a point; thence South 79°59'16" West a distance of 11.39 feet to a point; thence South 78°24'16" West a distance of 17.23 feet to a point; thence North 32°17'36" West a distance of 15.67 feet to a point; thence North 00°15'28" East a distance of 9.29 feet to a point; thence North 47°50'03" West a distance of 5.59 feet to a point; thence South 31°01'48" West a distance of 8.18 feet to a point; thence South 78°10'20" West a distance of 36.29 feet to a point; thence North 75°58'19" West a distance of 13.54 feet to a point; thence North 64°05'13" West a distance of 23.59 feet to a point; thence South 57°43'31" West a distance of 28.73 feet to a point; thence South 88°43'13" West a distance of 28.05 feet to a point; thence North 61°24'41" West a distance of 10.17 feet to a point; thence North 40°15'09" West a distance of 14.21 feet to a point; thence North 22°42'15" West a distance of 13.48 feet to a point; thence North 47°42'21" West a distance of 23.45 feet to a point; thence

North 67°20'50" West a distance of 9.68 feet to a point; thence North 04°07'23" West a distance of 12.04 feet to a point; thence North 79°07'41" East a distance of 5.47 feet to a point; thence South 79°41'11" East a distance of 10.74 feet to a point; thence South 50°58'56" East a distance of 12.86 feet to a point; thence North 74°11'31" East a distance of 18.18 feet to a point; thence North 11°54'30" West a distance of 15.35 feet to a point; thence North 04°08'11" West a distance of 7.06 feet to a point; thence North 25°24'17" East a distance of 7.49 feet to a point; thence North 24°56'46" West a distance of 4.81 feet to a point; thence North 65°35'44" West a distance of 12.91 feet to a point; thence North 77°16'57" West a distance of 9.93 feet to a point; thence North 76°31'14" West a distance of 7.59 feet to a point; thence North 21°31'59" West a distance of 13.85 feet to a point; thence North 64°36'50" West a distance of 18.07 feet to a point; thence North 01°19'28" East a distance of 15.24 feet to a point; thence North 25°03'49" East a distance of 13.65 feet to a point; thence North 26°10'46" West a distance of 5.04 feet to a point; thence North 44°55'33" West a distance of 8.69 feet to a point; thence South 47°46'02" West a distance of 9.13 feet to a point; thence South 80°30'23" West a distance of 9.55 feet to a point; thence North 56°19'14" West a distance of 20.11 feet to a point; thence North 59°44'19" West a distance of 2.87 feet to a point; thence South 79°00'05" West a distance of 6.72 feet to a point; thence South 17°59'28" West a distance of 13.42 feet to a point; thence South 60°34'39" West a distance of 8.87 feet to a point; thence North 89°20'50" West a distance of 20.49 feet to a point; thence North 70°01'15" West a distance of 5.27 feet to a point; thence South 62°34'35" West a distance of 20.90 feet to a point; thence North 89°40'12" West a distance of 19.09 feet to a point; thence South 04°03'27" East a distance of 22.91 feet to a point; thence South 49°11'05" West a distance of 27.15 feet to a point; thence South 86°35'42" West a distance of 14.39 feet to a point; thence North 74°24'52" West a distance of 14.74 feet to a point; thence North 48°11'01" West a distance of 21.73 feet to a point along NC Hwy 55 Bypass; thence North 03°39'34" East a distance of 645.21 feet to the Point of Beginning. Having an area of 483,825 square feet, 11.11 acres

TRACT B - LB: Local Business Limited to R-MF-15 CU: High Density Multifamily Residential Conditional Use

Beginning at an Existing Concrete Monument located at the Northwest Corner of “Tract 2” as shown in BM. 2013, PG.313 recorded among the Wake County Register of Deeds. Thence South 11°13'38" West a distance of 232.68 feet to a point; thence South 11°16'12" West a distance of 88.65 feet to a point; thence South 11°07'29" West a distance of 48.02 feet to a point; thence South 17°58'03" West a distance of 176.23 feet to a point; thence South 11°05'28" West a distance of 6.07 feet to a point; thence North 88°36'57" West a distance of 189.00 feet to a point in the centerline of creek; thence South 71°55'55" West a distance of 4.56 feet to a point; thence North 87°14'27" West a distance of 24.92 feet to a point; thence South 68°26'52" West a distance of 29.33 feet to a point; thence South 60°40'32" West a distance of 32.78 feet to a point; thence South 46°30'42" West a distance of 21.40 feet to a point; thence South 01°51'53" West a distance of 23.35 feet to a point; thence South 65°29'53" West a distance of 29.39 feet to a point; thence South 46°11'58" West a distance of 13.45 feet to a point; thence South 20°42'00" West a distance of 31.56 feet to a point; thence South 31°24'27" West a distance of 16.96 feet to a point; thence South 41°30'39" West a distance of 33.53 feet to a point;thence South 78°26'14" West a distance of 17.44 feet to a point; thence North 63°00'38" West a distance of 30.70 feet to a point; thence North 58°26'59" West a distance of 18.73 feet to a point; thence North 80°49'51" West a distance of 25.03 feet to a point; thence North 64°44'49" West a distance of 22.24 feet to a point; thence South 71°28'36" West a distance of 20.34 feet to a point; thence South 50°12'53" West a distance of 0.17 feet to a point; thence North 18°31'33" West a distance of 331.56 feet to a point; thence North 02°14'16" East a distance of 373.83 feet to a point; thence South 87°44'35" East a distance of 665.69 feet to an Iron Pipe; thence South 87°44'35" East a distance of 46.66 feet to a the Point of Beginning. Having an area of 387,980 square feet, 8.91 acres

Part 2:

REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of the Unified Development Ordinance of the Town of Holly Springs conflicting or inconsistent with the provisions of this rezoning ordinance are hereby repealed.

Part 3:
SEVERABILITY
If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4:
INCLUSION IN UDO
It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section, or "Article" or other word.

Part 5:
EFFECTIVE DATE
The provisions of this ordinance shall become effective April 6, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 6th day of April, 2021.

Town of Holly Springs by **ATTEST**:

Dick Sears, Mayor

Linda McKinney, Town Clerk

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: Adam Pike, PE	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: pike@mcadamsco.com
Design Professional	
Name: Adam Pike, PE	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: pike@mcadamsco.com
Developer	
Name: Frank Baird	Company: Capital & Associates
Mailing Address: 1501 Sunrise Avenue, Suite 100	
City, State, Zip: Raleigh, NC 27608	
Telephone: 919-233-9901	E-Mail: fbaird@capitalassociates.com
Architect	
Name:	Company: 310 Architecture + Interiors
Mailing Address: 302 Jefferson Street, Suite 250	
City, State, Zip: Raleigh, NC 27605	
Telephone: 919-426-6345	E-Mail:
Landscape Architect	
Name: Sara Donohoe	Company: McAdams
Mailing Address: 621 Hillsborough Street, Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: donohoe@mcadamsco.com
Financially Responsible Party (REQUIRED)	
Name: Frank Baird	Company: Capital & Associates
Mailing Address: 1501 Sunrise Avenue, Suite 100	
City, State, Zip: Raleigh, NC 27608	
Telephone: 919-233-9901	E-Mail: fbaird@capitalassociates.com
Property Owner (REQUIRED)	
Name: Mark Edmondson	Company: Wake County Attorney's Office
Mailing Address: PO Box 550	
City, State, Zip: Raleigh, NC 27602	
Telephone: 919-856-6176	E-Mail: Mark.Edmondson@wakegov.com

DEVELOPMENT PLAN PETITION

Major Subdivision, Development Plan

DPM Appendix #A.04 Supplement 20 October 2023

PROJECT INFORMATION	
Project Name	1317 N Main Commercial Tract 1
PUD/Master Plan or Subdivision	Sportsmanship
Shopping Center or Lot #	N/A
Project Location *Use street address. If none, use closest intersection*	1317 N Main Street
	☑ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0649894163
Real Estate ID	0414978 (portion of)
Project Acreage	10.81 Partial Parcel? ☑ Yes ☐ No
Current Zoning	CB-CU
Proposed Use	Professional Office, Retail
Open Space	☐ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/A
Waivers Requested	☐ No ☐ Yes: Specify UDO Section Number(s):
Special Study Scoping Meeting Dates	
Sketch Plan Review (pre-submittal) Meeting Date:	5/27/2021
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: 3/7/2025

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:
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:

April 15, 2025

Ting Commercial Major Amendment 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 subject property is zoned Community Business Conditional Use, which allows for a wide variety of uses, including the proposed use, professional office.
- Additionally, the approved zoning conditions assure there are no adverse impacts to adjacent properties. The proposed perimeter buffer to Easton Acres will be undisturbed, which means existing plant material will remain and shall be supplemented to achieve a C-150 planting standard.
- The major amendment also drops down the height of the building from 4-story to 3-story, which was appreciated by the neighbors in attendance at the neighborhood meeting.
- Greenway connections are also proposed to nearby Ting Park, which will allow safe pedestrian connections to this wonderful community amenity.

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 subject site is located adjacent to Ting Park, so no public park dedication was required. However, the project will be installing greenway to Ting Park as well as a rapidly flashing beacon crosswalk across Sportsmanship Way, allowing for safe pedestrian access to the wonderful open space that is the nearby town park.
- Additionally, as part of the original rezoning approval, the overall project (combined with the affordable housing development), is also required to pay a parks & recreation fee in-lieu payment to the Town.

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 facilities 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. The proposed development will extend public utilities to the site. The developer agrees to design and construct the mitigation improvements set forth in the sewer study. Additionally, the developer will be constructing a vital stream crossing across town owned property adjacent to Sportsmanship Way, allowing access to the property, all on the developer's dime.

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

- As noted elsewhere, the project will be saving existing trees in the perimeter buffer adjacent to Easton Acres, as well as the buffer along the Highway 55 bypass. Additionally, there is an existing environmental protection area along Sportsmanship Way. All these contribute to maximizing a natural surveillance surrounding the property on all sides.
- The extension and construction of the planned greenway as well as the crosswalk across Sportsmanship Way, work well to facilitate pedestrian access and circulation, as well as sidewalks throughout the development.

The design of the project furthers the goals and policies of the Comprehensive Plan:

RESPONSE

- This project is designed to utilize the acreage to the greatest extent possible whilst being a good neighbor, exactly what the Comprehensive Plan designation of Mixed-Use Center envisions. The entrance road into the site will feature sidewalk, as well as street trees, elsewhere the greenway along NC 55 bypass will be extended, ensuring pedestrian access will be enhanced – another key goal of the Comprehensive Plan. More importantly, the overall development, will provide a mix of uses that will improve and enhance the community - professional office and affordable housing – the first mix of this kind in Holly Springs!

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.

Notification of Owners:

1. The Petitioner (or agent) shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the petition within a 500' radius of the subject property. Mailing notices shall include surrounding property owners and property owner's association (or equivalent), and the Town of Holly Springs (Attn: Development Services). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to all addresses of the property itself, including apartment or suite addresses.
2. The notice shall include the date, time and location of the Neighborhood Meeting, the name of the Petitioner and the location of the proposed request (address, tax property, identification number or metes and bounds description), and an explanation of the nature of the request.
3. The notice shall be mailed not less than ten (10) days nor more than twenty-five (25) days before the date of the Neighborhood Meeting.

NEIGHBORHOOD MEETING INFORMATION	
Meeting Date:	04 14 2025
Meeting Time:	5:30 - 6:30 p.m.
Meeting Location:	Virtual - Zoom platform

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:

N/A

Additional attachments required:

- A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- A copy of the signed attendance list that includes the names and addresses of those in attendance.
- A copy of the mailed notice.

Preparer's Signature: Laura Hall Date: 4/14/25

April 2, 2025

RE: Neighborhood Meeting – Ting Commercial Plan Amendment

Dear Property Owner,

On behalf of the owner of the property located at 1317 N. Main Street (Parcels 0649891181 and 0649898125), you are invited to attend a neighborhood information meeting concerning the development of said property. The developer, Capital Associates, has submitted a site plan amendment, which proposes a change to the previously approved development plan associated with the commercial portion of the project only. This neighborhood meeting is the next step in the process of developing these parcels. The meeting will be held virtually via Zoom; details are as follows:

April 14, 2025
5:30-6:30PM
Zoom: https://mcadamsco.zoom.us/j/85645238568?pwd=3zchnMRdF5juMfgAJI2aoobDHOkLSe.1
Meeting ID: 856 4523 8568
Passcode: 805165

Join by mobile
+13017158592,,85645238568#,,,,*805165# US (Washington DC)
+13052241968,,85645238568#,,,,*805165# US

Per Town of Holly Springs ordinance requirements, we are notifying you of this meeting because your property is located within the written notification area for public hearings. While this meeting is not a public hearing, it is an opportunity for you to meet with the applicant to hear about their intention to develop the land and understand what changes are being proposed to the previously approved plans. You are encouraged to ask questions and express concerns so that we may help you to more fully understand the proposed project changes.

Town Planning staff will not be in attendance at this meeting. Property owners within the notification area will receive a separate notice from Town Planning staff when a public hearing is scheduled before the Holly Springs Town Council.

If you have any questions about this neighborhood information meeting, or if you are unable to attend and would like to speak with someone regarding the proposal, please feel free to contact me at 919-610-7377 or holloman@mcadamsco.com. We look forward to seeing you at the meeting.

Sincerely,

MCADAMS

Laura Holloman, AICP
Director, Development Entitlements

Ting Commercial Development Plan Neighborhood Meeting Report

April 14, 2025

The applicant provided a reminder of the project and approved rezoning and development plan but explained that the Development Plan Major Amendment was to the commercial portion of the property only. The applicant then explained the differences between the approved development plan and proposed development plan and opened up the meeting to any questions.

1) Will access off of Sportsmanship Way be paved?
   Response: Yes, will be paved, built with curb and gutter and sidewalk as well.

2) Will the access onto Sportsmanship Way and N. Main Street be full movement?
   Response: Yes, both access points will be unrestricted, full-movement access points.

3) What is the project timeframe?
   Response: If this major amendment were to be approved, we hope to have Construction Drawings approved by the end of this year, and construction to begin in Spring of 2026. Project will take approximately a year to complete so looking at a mid-2027 opening of the office building.

4) Is Holly Springs asking for hospitality and entertainment development on this side of the street?
   Response: The Town has visions of master planning this area and that could include visions of entertainment and hospitality. However, the reality is this site is currently zoned for the proposed use of office. In the future, someone could choose to remove the proposed above ground SCM for a hotel use or something else. However, this would be very expensive and would also require structured parking.

5) Is it true that the Town does not like affordable housing?
   Response: No matter the current thought of the Town, there is an approved DHIC affordable housing project here. The commercial portion needs the affordable housing project to be able to move forward and vice versa, from a development cost sharing perspective as well as to balance earthworks.

   The applicant thanks all the attendees (2) for their contributions and closed the meeting.

Ting Commercial Development Plan Amendment Neighborhood Meeting Attendees	
Neighbor	Address
Claudia Cofield	5636 Easton Street
Bill Rousseau	6236 Lake Terrace Drive

1317 N MAIN COMMERCIAL TRACT TRACT 1 - LOT 1 & LOT 2

1317 N MAIN STREET

HOLLY SPRINGS, NORTH CAROLINA, 27540

DEVELOPMENT PLAN AMENDMENT

ToHS PROJECT NUMBER: 21-DP-06-A02 / PLDP202500067

MASTER PLAN NUMBER: 21-MAS-03-A01 / PLDMP202300156

PROJECT NUMBER: CAP-22003

DATE: JUNE 16, 2023
REVISED: JULY 21, 2023
REVISED: AUGUST 18, 2023
REVISED: SEPTEMBER 11, 2023
REVISED: MARCH 07, 2025
REVISED: APRIL 24, 2025
REVISED: MAY 22, 2025
REVISED: SEPTEMBER 12, 2025

SITE DATA:

SITE ADDRESS:	1317 N MAIN STREET HOLLY SPRINGS, NORTH CAROLINA 27540
OWNER:	WAKE COUNTY PO BOX 550 RALEIGH, NC 27602
DEVELOPER:	CAPITAL ASSOCIATES 1501 SUNRISE AVENUE, SUITE 100 RALEIGH, NC 27608
PIN (& DEEDED ACREAGE):	0649894163 (19.89 AC.)
REAL ESTATE ID:	0414978
PROJECT AREA (TRACT 1 AREA):	470,884 SF (10.81 AC.)
ZONING:	COMMUNITY BUSINESS - CONDITIONAL USE
EXISTING USE:	VACANT
PROPOSED USE:	LOT 1 / BLDG. A : OFFICE & BLDG. B RETAIL LOT 2 / PARKING / STORMWATER MANAGEMENT
RIVER BASIN:	CAPE FEAR RIVER BASIN
WATERSHED:	SHEARON HARRIS RESERVIOR
AREA IN FLOODWAY/FLOODPLAIN:	NONE
FEMA FIRM MAP	3700649009 PANEL 0649 DATED MAY 2, 2006
MIN BUILDING HEIGHT	25 FT
MAX BUILDING HEIGHT	75 FT
IMPERVIOUS SUMMARY:	EXISTING IMPERVIOUS: 0 AC. PROPOSED IMPERVIOUS: 4.62 AC. (201,072 SF)
VEHICULAR PARKING SUMMARY:	REQUIRED PARKING MEDICAL OFFICE MIN: (4 SPACES / 1,000 SF) X 75,871 SF = 304 SPACES MAX:(6 SPACES / 1,000 SF) X 75,871 SF = 456 SPACES PROVIDED PARKING WITH THE APPROVED DEVELOPMENT PLAN (21-DP-06): 407 PARKING SPACES APPROVED TOTAL PROVIDED: 367 SPACES (90%) *NO WAIVER REQUIRED*
ACCESSIBLE PARKING SUMMARY:	REQUIRED ACCESSIBLE PARKING: 8 SPACES (2% OF TOTAL) PROVIDED ACCESSIBLE PARKING: 9 SPACES (3 VAN ACCESSIBLE)
BICYCLE PARKING SUMMARY:	REQUIRED BICYCLE PARKING OFFICE: 1 RACK (6 SPACES) RETAIL: 1 RACK (6 SPACES) PROPOSED BICYCLE PARKING OFFICE: 1 RACK (6 SPACES) RETAIL: 1 RACK (6 SPACES)
PROPOSED LOT SUMMARY:	LOT 1: LOT SIZE: 9.01 AC. MINIMUM LOT WIDTH: 150 LF MINIMUM LOT DEPTH: 50 LF LOT 2: LOT SIZE: 1.59 AC. MINIMUM LOT WIDTH: 74 LF. MINIMUM LOT DEPTH: 360 LF
OPEN SPACE SUMMARY:	REQUIRED OPEN SPACE: 0.500% X 470,884 SF = 2,355 SF PROVIDED OPEN SPACE: 2,844 SF (0.603%)

SEWER FLOW CALCULATIONS

1. TOTAL PROPOSED SEWER FLOW IS 44,445 GPD.

   TRACT 1
   75,000 SF OFFICE W/ 525 EMPLOYEES/DAY @ 25 GPD/EMPL = 13,125 GPD
   12,000 SF RETAIL W/ FOOD @ .13 GPD/SF = 1,560 GPD

   TRACT 2
   124 2-BEDROOM APARTMENTS @ 240 GPD/DU = 29,760 GPD

2. ALL FLOWS ARE ESTIMATES AND ARE SUBJECT TO CHANGE AS PLANS ARE AMENDED AND DEVELOPED.

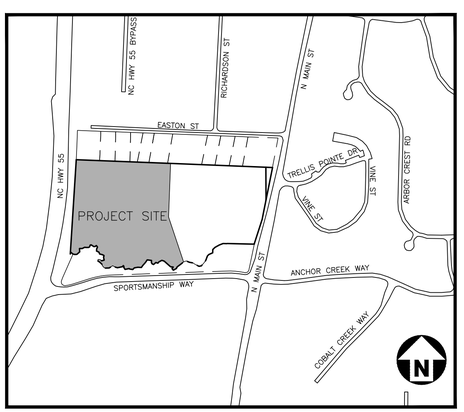
3. METHODOLOGY DERIVED FROM NCDEQ 2T RULES AND TOWN OF HOLLY SPRINGS PUBLIC UTILITIES HANDBOOK. FLOWS MEET OR EXCEED 2T RULES.

PREVIOUS APPROVALS:

REZONING 20-REZ-03
TING PARK COMMERCIAL DEVELOPMENT PLAN 21-DP-06-A01 (APPROVED 10-04-2023)
SPORTSMANSHIP CROSSING DEVELOPMENT PLAN 21-DP-07 (APPROVED 10-08-2023)
MASTER PLAN 21-MAS-03 -A01 (APPROVED 10-05-2023)

MONUMENT CONTROL POINT

NCGS MONUMENT
"HOLLY SPRINGS"
N : 692052.70
E : 2049732.38
Z : 448.93



VICINITY MAP

1" = 500'

ZONING CONDITIONS (20-REZ-03):

1) THE FOLLOWING USES SHALL BE PROHIBITED USES WITHIN THE CB ZONING DISTRICT: 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; AUTOMOTIVE SALES & SERVICE: AUTOMOTIVE REPAIR - MINOR; GASOLINE SERVICE STATION WITH MINOR REPAIR (NOT TO EXCEED TWO (2) ACCESSORY INDOOR SERVICE BAYS); KENNELS (WITH OUTDOOR RUNS); FOOD SALES AND SERVICE: RESTAURANT - DRIVE THROUGH, STAND ALONE; PUBLIC FACILITIES: NEIGHBORHOOD RECYCLING COLLECTION POINT; COMMUNICATIONS/UTILITIES: ELECTRICITY RELAY STATION; RETAIL: SATELLITE DISH SALES AND SERVICE (OUTDOOR DISPLAY).

2) THE CB ZONING DISTRICT SHALL CONTAIN A CLASS A COMMERCIAL OFFICE BUILDING WITH A MINIMUM SQUARE FOOTAGE OF 70,000 SQUARE FEET WITH A MINIMUM BUILDING HEIGHT OF 2 STORIES.

3) THE FOLLOWING USES SHALL BE PERMITTED USES WITHIN THE R-MF-15 ZONING DISTRICT: RESIDENTIAL: MULTIFAMILY DWELLINGS. THE ALLOWED RESIDENTIAL USES MUST MEET THE REQUIREMENTS OF SECTION 42 OF THE INTERNAL REVENUE CODE OR A SUBSTANTIALLY EQUIVALENT FORM OF AFFORDABLE RENTAL HOUSING. 100% OF THE DWELLING UNITS DEVELOPED ON THE PROPERTY MUST MEET THIS REQUIREMENT. ACCORDINGLY, RENTS SHALL BE SET AT A PRICE THAT ON AVERAGE IS AFFORDABLE TO A HOUSEHOLD WITH AN ANNUAL INCOME THAT IS NO GREATER THAN 60% OF THE AREA MEDIAN INCOME FOR THE RESPECTIVELY-SIZED HOUSEHOLD IN THE RALEIGH, NC MSA, AS DETERMINED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

4) THE CB AND R-MF-15 PARCELS WILL HAVE BOTH VEHICULAR AND PEDESTRIAN CONNECTIVITY SO THAT THE TWO ZONING PARCELS THAT MAKE UP THIS REQUEST WILL BE INTERCONNECTED AND FUNCTION AS A HORIZONTAL MIXED USE DEVELOPMENT. EACH PARCEL SHALL RECORD AN EASEMENT IN A FORM APPROVABLE BY THE TOWN ALLOWING CROSS ACCESS.

5) THE CB ZONED PARCEL SHALL PROVIDE A PRIMARY ENTRANCE DRIVEWAY/STREET FROM SPORTSMANSHIP WAY. TO CREATE A WALKABLE STREET SCAPE ALONG THIS PRIMARY DRIVEWAY/STREET, A MINIMUM AND MAXIMUM BUILDING SETBACK WILL BE ESTABLISHED BY THE PROJECT MASTER PLAN. TO ESTABLISH THE INTENT OF COMMERCIAL BUILDING PLACEMENT, NO MORE THAN ONE BAY OF OFF-STREET PARKING SPACES SHALL BE CONSTRUCTED BETWEEN THE BUILDING AND PRIMARY DRIVEWAY/STREET.

6) OFF-STREET PARKING WITHIN THE CB ZONING DISTRICT SHALL UTILIZE SHARED PARKING. THIS SHARED PARKING SHALL BE MEMORIALIZED WITHIN A SHARED PARKING AGREEMENT. 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 DEVELOPMENT SERVICES.

7) THE DEVELOPMENT SHALL CONSTRUCT AND INSTALL A PEDESTRIAN CROSSWALK FEATURING A RAPID BEACON SIGNALS ACROSS SPORTSMANSHIP WAY, SUCH LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER PLAN SUBMITTAL.

8) DEVELOPED OPEN SPACE AREAS WITHIN THE PROPOSED DEVELOPMENTS SHALL FEATURE AT LEAST ONE OF THE FOLLOWING: HARDSCAPE AREAS; OUTDOOR SEATING AREAS; PUBLIC ART; PLAYGROUND AND PERGOLAS/GAZEBOS.

9) A MINIMUM OF ONE OF THE FOLLOWING TYPES OF GREEN STORMWATER INFRASTRUCTURE SHALL BE USED IN CONNECTION WITH ANY DEVELOPMENT ON THE SUBJECT PROPERTY: PERMEABLE PAVEMENT PARKING SPACES OR PERVIOUS PAVERS IN PEDESTRIAN AREAS; OR RAINWATER HARVESTING (CISTERNS); OR BIO-SWALES. RECLAIMED WATER FOR COMMERCIAL IRRIGATION PURPOSES WHENEVER FEASIBLE SHALL BE UTILIZED.

10) EMPHASIS SHALL BE PLACED ON PLACEMAKING WITHIN THE DEVELOPMENT. TO ENSURE THIS OCCURS, THE

FOLLOWING LANDSCAPING PRACTICES SHALL BE UTILIZED:

a. THE USE OF VERTICAL LANDSCAPING OR PUBLIC ART SHALL BE UTILIZED ADJACENT TO A MINIMUM OF TWO (2) COMMERCIAL OUTDOOR SEATING OR GATHERING AREAS;

b. TO THE GREATEST EXTENT POSSIBLE, STREET TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS UDO REQUIREMENTS ALONG THE PRIMARY ENTRANCE DRIVEWAY/STREET FROM SPORTSMANSHIP WAY.

c. WITHIN THE CB ZONING DISTRICT, THE USE OF PLANTERS SHALL BE POSITIONED AS TO ENERGIZE AND IDENTIFY PEDESTRIAN ENTRANCES, SUCH ENTRANCES SHALL BE FLANKED BY AT LEAST ONE PLANTER. PLANTERS SHALL HAVE A MINIMUM HEIGHT 24" AND A MINIMUM WIDTH OF 18".

11) THE TOWN REQUIRES CERTAIN FEES TO BE PAID UPON DEVELOPMENT OF LAND AND FOR THE GRANTING OF A BUILDING PERMIT. SAID FEES ARE LISTED IN THE TOWN'S ANNUAL BUDGET, AND WITH THIS REZONING THE DEVELOPER AGREES HE/SHE (I) IS FAMILIAR WITH THESE FEES, (II) DOES NOT DISPUTE THE REASONABLENESS OF THESE FEES AS SET FORTH IN THE TOWN'S ANNUAL BUDGET; AND (III) NOTWITHSTANDING ANY REIMBURSEMENTS DISCUSSED AT THIS TIME THROUGH AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT, HEREBY AGREES TO TIMELY PAY ALL NORMAL AND CUSTOMARY FEES APPLICABLE TO DEVELOPER IN CONNECTION WITH NON-RESIDENTIAL AND RESIDENTIAL PROJECTS. SUCH FEES ARE LISTED IN THE CURRENT YEAR ANNUAL BUDGET OF FEES AT THE TIME THE FEE IS DUE UNDER THE ORDINARY COURSE OF DEVELOPMENT. ***THIS CONDITION SHALL APPLY TO THIS ZONING DISTRICT UNLESS OTHERWISE MODIFIED BY A DEVELOPER AGREEMENT.***

12) THE TOWN REQUIRES, PURSUANT TO N.C.G.S. § 160A-372, THE DEDICATION AND CONSTRUCTION OF STREETS AND RIGHTS OF WAY, AS SHOWN IN THE APPROVED COMPREHENSIVE TRANSPORTATION PLAN AND THE APPROVED TRANSPORTATION IMPACT ANALYSIS, TO CREATE CONDITIONS ESSENTIAL TO PUBLIC HEALTH, SAFETY, AND THE GENERAL WELFARE. A REZONING MAY BE DELAYED UNTIL SUCH TIME AS NECESSARY TRANSPORTATION IMPROVEMENTS (TO INCLUDE OFFSITE IMPROVEMENTS) MAY BE MADE, UNLESS THE TOWN AND THE DEVELOPER CAN ENTER INTO AGREEMENTS TO ACCELERATE THE TIME FOR COMPLETION OF THESE NEEDED IMPROVEMENTS. ***THIS CONDITION SHALL APPLY TO THIS ZONING DISTRICT UNLESS OTHERWISE MODIFIED BY A DEVELOPER AGREEMENT.***

13) THE PROPOSED DEVELOPMENT ASSOCIATED WITH THIS REZONING WILL BE SERVED BY PUBLIC SEWER. THE DEVELOPER ACKNOWLEDGES THAT THERE ARE SIGNIFICANT DOWNSTREAM GRAVITY SEWER AND PUMP STATION IMPROVEMENTS THAT ARE NEEDED TO ACCOMMODATE THE DEMAND FROM THIS PROJECT. THE DEVELOPER HAS SUBMITTED A SEWER AND PUMP STATION EVALUATION REPORT TO MEET THE TOWN OF HOLLY SPRINGS STANDARDS. THE DEVELOPER IS RESPONSIBLE TO CONTINUE COORDINATION WITH THE TOWN TO DETERMINE THE COST SHARING PARTNERSHIP THAT WILL FACILITATE THE NECESSARY SEWER INFRASTRUCTURE IMPROVEMENTS PROPORTIONATE TO THE PROJECT'S IMPACT. ***THIS CONDITION SHALL APPLY TO THIS ZONING DISTRICT UNLESS OTHERWISE MODIFIED BY A DEVELOPER AGREEMENT.***

14) TRANSPORTATION IMPROVEMENTS: THE DEVELOPER SHALL CONTRIBUTE, DESIGN, CONSTRUCT OR PERMIT THE FOLLOWING PUBLIC INFRASTRUCTURE RELATING TO TRANSPORTATION:

a) PAY FEE-IN-LIEU OR CONSTRUCT NORTHBOUND RIGHT TURN LANE AT N. MAIN STREET / OLD SMITHFIELD ROAD / SUNSET LAKE ROAD AS REQUIRED BY THE NCDOT.

b) CONTRIBUTE A FEE-IN-LIEU FOR DESIGN AND CONSTRUCTION OF FUTURE TRAFFIC SIGNALIZATION AT THE INTERSECTION OF N. MAIN STREET / KATHA DRIVE / ARBOR CREEK DRIVE PROPORTIONATE TO PROJECT IMPACT.

ZONING RELATED TERMS (FROM DEVELOPER AGREEMENT):

1) DESIGN AND CONSTRUCT HALF OF THE RECOMMENDED 86-FOOT, 4-LANE MEDIAN THOROUGHFARE WITH BIKE LANES ON N. MAIN STREET FROM THE NORTHERN PROPERTY LINE OF THE PROPERTY TO SPORTSMANSHIP WAY

2) DESIGN AND CONSTRUCT A NORTHBOUND LEFT TURN LANE (APPROXIMATELY 100 FEET IN LENGTH) ON N. MAIN STREET AT THE ACCESS POINT ON MAIN STREET NORTH OF SPORTSMANSHIP WAY, OPPOSITE TRELLIS POINTE DRIVE.

3) DEVELOPER WILL PROVIDE A FEE-IN-LIEU ("FIL") PAYMENT IN THE AMOUNTS SET FORTH BELOW FOR ITS PROPORTIONATE SHARE OF THE FOLLOWING PROJECTS AS REQUIRED BY THE TOWN, AND SUCH PAYMENT SHALL BE MADE UPON THE APPROVAL OF CIVIL CONSTRUCTION DRAWINGS:

4) FIL OF DESIGN AND CONSTRUCTION OF NORTHBOUND RIGHT TURN LANE ON N. MAIN STREET AT OLD SMITHFIELD ROAD / SUNSET LAKE ROAD, IN AN AMOUNT TO BE DETERMINED PRIOR TO MASTER PLAN APPROVAL, AS CALCULATED BY AN OPINION OF PROBABLY COST BY A LICENSED PROFESSIONAL ENGINEER THE SELECTION OF WHICH IS MUTUALLY AGREEABLE BY THE PARTIES

5) FIL OF DESIGN AND CONSTRUCTION OF FUTURE TRAFFIC SIGNAL ON N. MAIN STREET AT KATHA DRIVE / ARBOR CREEK DRIVE IN THE AMOUNT OF $12,995

6) FIL OF HALF A 20-FOOT MEDIAN FROM THE TERMINUS OF THE EXISTING MEDIAN ON N. MAIN STREET [TRELLIS POINTE DRIVE] TO THE NORTHERN PROPERTY LINE OF THE PROPERTY, IN THE AMOUNT OF $10,325.

7) THE DEVELOPMENT SHALL CONSTRUCT AND INSTALL A PEDESTRIAN CROSSWALK FEATURING A RAPID BEACON SIGNALS ACROSS SPORTSMANSHIP WAY, SUCH LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER PLAN SUBMITTAL.

8) CONSTRUCTION OF APPROXIMATELY 510 LINEAR FEET OF PEDESTRIAN SIDEWALK ALONG THE EASTERN BORDER OF THE PROPERTY ADJACENT TO AND RUNNING PARALLEL WITH MAIN STREET. IN THE EVENT THE PEDESTRIAN SIDEWALK SHALL CROSS ONTO PROPERTY OWNED BY THE TOWN THE TOWN WILL PROVIDE THE NECESSARY EASEMENTS TO CONSTRUCT THE PEDESTRIAN SIDEWALK ON ITS PROPERTY

9) CONSTRUCTION OF APPROXIMATELY 500 LINEAR FEET OF A PEDESTRIAN GREENWAY BEGINNING AT THE END OF THE EXISTING GREENWAY PATH JUST TO THE NORTH OF SPORTSMANSHIP WAY AND CONTINUING NORTH ALONG THE WESTERN BOUNDARY OF THE PROPERTY ENDING AT THE UNDERPASS BENEATH NORTH CAROLINA HIGHWAY 55. IN THE EVENT THE PEDESTRIAN GREENWAY SHALL CROSS ONTO PROPERTY OWNED BY THE TOWN THE TOWN WILL PROVIDE THE NECESSARY EASEMENTS TO CONSTRUCT THE PEDESTRIAN GREENWAY ON ITS PROPERTY

10) DEVELOPERS SHALL DEDICATE 20 FEET WIDTH OF RIGHT OF WAY TO THE TOWN FOR A FIL OF UPGRADES TO NC 55 ALONG THE WESTERN-MOST EDGE OF THE PROPERTY.

11) DEVELOPER SHALL DEDICATE 10+/- FEET WIDTH OF RIGHT OF WAY TO THE TOWN ON N. MAIN STREET FROM THE NORTHERN PROPERTY LINE OF THE PROPERTY TO SPORTSMANSHIP WAY (INCLUDED IN SUBPARAGRAPH 5(A) ABOVE.

12) DEVELOPERS SHALL BE ALLOWED TO CONSTRUCT A ROADWAY ACROSS THE LAND CURRENTLY OWNED BY THE TOWN ADJACENT SPORTSMANSHIP WAY IN ORDER TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE COMMERCIAL PROPERTY. SUCH ROADWAY SHALL BE A PUBLIC STREET FOR THE LENGTH OF THE EXISTING TOWN PROPERTY.

13) EACH DEVELOPER SHALL RECORD RECIPROCAL CROSS-ACCESS EASEMENTS FOR ALL INTERNAL DRIVE ACCESS AREAS, IN A FORM SUBJECT TO APPROVAL BY THE TOWN.

14) BUILDING HEIGHT: UNDER THE PROPOSED CB ZONING A MAXIMUM BUILDING HEIGHT OF FIFTY-FIVE (55) FEET IS STATED. THE OFFICE BUILDING IS ANTICIPATED ON BEING FOUR (4) STORIES WITH AN ANTICIPATED HEIGHT OF APPROXIMATELY SEVENTY-FIVE (75) FEET. DEVELOPERS ARE HEREBY APPROVED BY THE TOWN TO INCREASE THE BUILDING HEIGHT TO SEVENTY-FIVE (75) FEET FOR THE COMMERCIAL PORTION OF THE PROPERTY, SO LONG AS ANY SUCH BUILDING IS AT LEAST 50 FEET SET BACK FROM THE NORTHERN PROPERTY LINE ABUTTING EASTON ACRES RESIDENTIAL PROPERTIES. ADDITIONALLY, IN THIS NORTHERN BOUNDARY, THE DEVELOPER SHALL PROVIDE A 30 FOOT WIDE UNDISTURBED BUFFERYARD AND SUPPLEMENT THE UNDISTURBED BUFFERYARD WITH ADDITIONAL EVERGREEN TREE PLANTINGS TO ACHIEVE THE MINIMUM TYPE C-150 PLANT UNIT VALUE (AS DESCRIBED IN UDO § 7.01(K)). THE OWNER SHALL MAINTAIN THE BUFFERYARD IN PERPETUITY.

15) PARCEL SUBDIVISION: DEVELOPERS SHALL BE ALLOWED TO SUBDIVIDE THE PROPERTY AND RECORD ONE SUBDIVISION PLAT INTO THE TRACTS DESCRIBED HEREIN PRIOR TO THE COMPLETION OF ANY OFFSITE IMPROVEMENTS. DEVELOPERS SHALL COMPLETE ALL WORK DESCRIBED HEREIN PRIOR TO THE APPROVAL OF ANY SUBSEQUENT PLATS. FOLLOWING COMPLETION OF ANY OFFSITE IMPROVEMENTS ALONG WITH PAYMENT OF ANY FIL OBLIGATIONS FURTHER SUBDIVISION OF THE COMMERCIAL PARCEL SHALL BE PERMISSIBLE BY THE TOWN IF REQUESTED BY THE DEVELOPER AND CONSISTENT WITH THE APPROVED MASTER PLAN

16) PARKS AND RECREATION LAND DEDICATION. THE TOWN AS PART OF ITS UDO REQUIRES LAND DEDICATION FOR PARKS AND RECREATION PURPOSES, OR A FEE IN LIEU OF SUCH DEDICATION AT THE DISCRETION OF THE TOWN COUNCIL. THE TOWN AGREES TO ACCEPT A FEE IN LIEU OF LAND DEDICATION IN AN AMOUNT COMMENSURATE WITH THE VALUE OF THE LAND AT THE TIME OF SUBDIVISION. THE PARTIES CURRENTLY STIPULATE THAT THIS RESULTS IN A FEE IN LIEU AMOUNT AS CALCULATED OF $726,465, BASED ON THE MOST CURRENT APPRAISAL OBTAINED BY THE TOWN. AT ANY TIME PRIOR TO SUCH TIME AS THE DHIC DEVELOPER OBTAINS ITS FIRST CERTIFICATE OF OCCUPANCY, AS SUCH TIME THE FEE IS DUE, THE DEVELOPER MAY:

a. SUBMIT A MORE RECENT APPRAISAL, IF OBTAINED BY THE DEVELOPER AND OTHERWISE SATISFACTORY TO THE TOWN, AND RECALCULATE THE FEE ACCORDING TO THE NEW APPRAISAL.

b. PROVIDE ANY OFF-SITE PARKS AND RECREATION AMENITY FOR DEDICATION TO THE TOWN, IN THE SOLE DISCRETION OF THE TOWN, SUCH AS A DEDICATED GREENWAY ON THE WESTERN SIDE OF NC 55 BY-PASS, ON PROPERTY OWNED BY WAKE COUNTY.

SHEET INDEX

C0.00	DEVELOPER'S AGREEMENT
C0.01	PROJECT NOTES
C1.00	EXISTING CONDITIONS
C2.00	OVERALL SITE PLAN
C2.01	SITE PLAN
C2.02	TURN TEMPLATES 1 OF 2
C2.03	TURN TEMPLATES 2 OF 2
C3.00	OVERALL GRADING PLAN
C4.00	OVERALL UTILITY PLAN
C8.00	SITE DETAILS
C8.01	SITE DETAILS
C8.02	SITE DETAILS
C8.03	STORM DETAILS
C8.04	SEWER DETAILS
C8.05	WATER DETAILS
C8.06	WATER DETAILS
C9.00	SCM D PLAN AND DETAILS
L5.01	LANDSCAPE PLAN
L5.02	LANDSCAPE NOTES AND DETAILS
L5.03	LANDSCAPE BUFFER NOTES AND DETAILS
21-0171C	SITE LIGHTING PLAN (BY DUKE ENERGY)
A-101	FIRST FLOOR PLAN (BY HAGER SMITH)
A-102	UPPER FLOOR PLANS (BY HAGER SMITH)
A-201	EXTERIOR ELEVATIONS (BY HAGER SMITH)
A-202	EXTERIOR ELEVATIONS (BY HAGER SMITH)
AS2.00	FIRST FLOOR PLAN (BY 310 ai)
AS4.00	EXTERIOR ELEVATIONS (BY 310 ai)
AS4.01	EXTERIOR ELEVATIONS (BY 310 ai)
AS4.02	ENLARGED DETAILS (BY 310 ai)

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PLAN IS SUBJECT TO CHANGES DURING CONSTRUCTION DRAWING APPROVAL PROCESS

SEE SHEET C0.00 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES.

I CERTIFY THAT THESE PLANS WERE PREPARED AND THAT THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING PLANS, THE LATEST EDITION OF THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS AND OTHER APPLICABLE TOWN ORDINANCES AND POLICIES. THE ENGINEER WHOSE SEAL AND SIGNATURE APPEAR BELOW CERTIFIES THAT THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS HAVE BEEN THOROUGHLY REVIEWED FOR APPLICABILITY TO THIS PARTICULAR PROJECT. ANY PROPOSED EXCEPTIONS OR DEVIATIONS FROM THE STANDARDS ARE LISTED SPECIFICALLY ON SHEET _____ OF THESE DRAWINGS. FURTHERMORE, THESE PLANS WERE PREPARED IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAN FOR THIS PROJECT.

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

CONTACT
LINDA VASIL
VASIL@mcadamsco.com
PHONE: 919. 361. 5000

CLIENT
CAPITAL ASSOCIATES (MCC)
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

PROJECT DIRECTORY
DEVELOPER
CAPITAL ASSOCIATES 1501
SUNRISE AVE, SUITE 100
RALEIGH, NC, 27608
PHONE: 919. 233. 9901

ARCHITECT
HAGER SMITH
300 S. DAWSON STREET
RALEIGH, NC 27601
PHONE: 919. 821. 5547

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASIL NOT FOR CONSTRUCTION

REVISIONS

NO. DATE

DEVELOPMENT PLAN AMENDMENT FOR:
1317 N MAIN COMMERCIAL TRACT
TRACT 1 - LOT 1 AND LOT 2
1317 NORTH MAIN STREET
HOLLY SPRINGS, NC, 27540
PROJECT NUMBER: CAP-22003

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\20201102dSC-S1.dwg, 9/12/2025 8:51:34 AM, Chris Waite

DocuSign Envelope ID: F5192C8-E523-4680-90CE-7A7EB6B985FA

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
CAPITAL ASSOCIATES MANAGEMENT LLC
& DHIC, INC

THIS AGREEMENT, made and entered into this _____ day of APRIL 2021, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina municipal corporation, hereafter referred to as the "Town" and **CAPITAL ASSOCIATES MANAGEMENT, LLC, a North Carolina Limited Liability Company**, and **DHIC, Inc a North Carolina Corporation** and their successors and assigns, hereafter referred to collectively as the "Developers." The Town and the Developers are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developers are the fee simple owner or contract purchasers of two tracts of land held in common for development, the total of which are approximately 19 acres in size with a current mailing address of 1317 N. Main Street, Holly Springs, NC which is more specifically detailed on Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developers, or their successors or assigns, will be requesting approval of a development plan for these tracts for a mixed use commercial development, 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 Property is currently located within the corporate limits of the Town and is currently served by the Town potable water and sewer service.

WHEREAS, the Developers desire careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development improvements ("Public Improvements," as described below) in the vicinity of the Property which will serve the Development, other adjoining properties, and generally benefit the town as a whole; and,

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 fees (i.e., profit and overhead) that the Developer may add to the construction costs. Actual Costs shall be such fees which are agreed to be reimbursed to the Developer by the Town which are audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Developers' right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the 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 or delayed by the Town.

b. Affordable Housing: 124 residential units built and professionally managed by the DHIC Developer where rents are set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

c. 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 Developers of all building activities associated with the Concept Plans.

d. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

e. 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").

f. 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.

g. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

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 Property.

j. 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.

k. Concept Plans: The plans described in Section 1.01 of the Town's Development Procedures Manual; Concept Plan as used in this Agreement refers to the sketch plans for the Development previously submitted by Developers to the Town and attached hereto as Exhibit B.

l. Public Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities, and road improvements or fees in lieu required by the Town or NCDOT, either located on the Property, in an easement, or not located on the property for the Public's good.

m. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, the workforce housing, and local jobs, and the increase in commercial and retail uses as well as Affordable Housing which furthers the Town's strategic planning efforts, and in the case of the commercial portion of the Property, the additional financial revenue of the Town brought by the incremental ad valorem tax value of the Property.

n. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements, fixtures, or structures customarily regarded as a part of real property.

o. Project: The Developers' plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development process. Specifically this Project consists of Affordable Housing units together with a corporate headquarters for MyComputerCareer, Inc.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: 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 ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. Condition precedent to this Agreement are: (1) that the Town approves the petition for rezoning, and the Master Plan; (2) that Wake County transfers ownership of the property that is the subject of the Property to the respective grantees; and (3) that Developers acquire the Property within ninety (90) days of approval of the Master Plan and the Site Plan, and (4) Developers have received construction loan financing needed to acquire the property, whichever is sooner.

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property are shown on the Concept Plans. The proposed uses are as follows, and are subject to the Zoning Conditions as listed in Exhibit C. In summary, the Property shall be zoned separately as follows: The western 10 acre (approximately) site shall be zoned CB and the eastern 10 acre tract shall be zoned RMF-15.

a. The Project generally and initially shall consist of the Development of two (2) tracts:

(i) Tract 1 is an approximate 10 acre tract on the western half of the parcel currently owned by Wake County, and shall be comprised of one or more office buildings to serve as corporate headquarters for MyComputer Career, Inc. (which the parties understand shall be employing at least 525 full time equivalent jobs however this is not a condition of this Agreement), retail facilities, a parking lots, and a performing arts theatre.

(ii) Tract 2 shall be comprised of 124 residential rental dwelling units in buildings of 3 to 3 1/2 stories, including a playground, community building, and outside picnic areas, owned and actively managed by DHIC for an affiliate of DHIC and Capital Associates, LLC.

b. 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.

c. The Developers voluntarily offers certain zoning conditions ("Zoning Conditions") as a part of this Agreement and any subsequent rezoning requests for the Property. These Zoning Conditions shall apply to the Property, and are listed in Exhibit C.

4. SEWER IMPROVEMENTS: The Town and Developers have evaluated whether the existing gravity and force-main lines, together with the existing Twelve Oaks Pump Station ("Existing Sewer Infrastructure") have the capacity to support the proposed developments on the Property or if improvements need to be made to the Existing Sewer Infrastructure. The parties have determined that the Existing Sewer Infrastructure is not adequate to support the Project. In consideration of the System Development Fees (as described in the Town's annual budget ordinance for water and sewer System Development Ordinance and otherwise shown on Exhibit D) required for this Project and the early payment of such fees by the Developers, the Town agrees to undertake the construction upgrades required to the Existing Sewer Infrastructure which the Town agrees to complete prior to September 1, 2022. Notwithstanding, in no event shall a delay associated with the completion of the construction upgrades to the Existing Sewer Infrastructure be cause for a delay in Developers' receipt of a Certificate of Occupancy.

a. Developers shall pay the sum of all System Development Fees ("SDF") for water and sewer at such time as the Developer(s) receives construction drawing approval subsequent to all fees being paid and a pre-construction meeting is held with the Town. The DHIC Developer shall be allowed a modified approach regarding the installation of metered water connections as follows: For residential units, the DHIC Developer shall be allowed a single metered connection for each building (as opposed to individual metered connection for each unit) and pay the SDF accordingly. For purpose of clarity the following table describes the difference:

			Residential (Normal)		
	Units	type	Cost	Total	Notes
SDF - Water	124	3/4" =3000 SF	$ 3,741.00	$ 463,884.00	per unit 3/4" charge
SDF - Sewer	124	3/4" =3000 SF	$ 4,054.00	$ 502,696.00	per unit 3/4" charge
SDF - Water	1	1 1/2" 3000-20,000 SF	$ 6,890.00	$ 6,890.00	Club house
SDF - Sewer	1	1 1/2" 3000-20,000 SF	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 980,937.00	

			Residential (Possibility for Affordable Housing)		
	Units	type	Cost	Total	Notes
	5	3" >20,000 SF	$ 12,010.00	$ 60,050.00	
	5	3" >20,000 SF	$ 13,015.00	$ 65,075.00	
	1	1 1/2" 3000-20,000 SF	$ 6,890.00	$ 6,890.00	Club house
	1	1 1/2" 3000-20,000 SF	$ 7,467.00	$ 7,467.00	Club house
			Total SDF	$ 139,482.00	

Note: the above fees are the SDF fees for the 2021 budget year. These fees will be applicable to the Project if applied for and paid within 1 year of this agreement. The parties acknowledge that the fee is dependent on the type and number of meters used, construction drawing approval is required prior to application for water service, and that payment of the fees are required prior to final construction drawing approval.

5. TRANSPORTATION IMPROVEMENTS: The Developers shall design, permit and construct the following Public Infrastructure improvements relating to Transportation:

a. Design and construct half of the recommended 80-foot, 4-lane median thoroughfare with bike lanes on N. Main Street from the northern property line of the Property to Sportsmanship Way.

b. Design and construct a northbound left turn lane (approximately 100 feet in length) on N. Main Street at the access point on Main Street north of Sportsmanship way, opposite Trellis Pointe Drive.

c. Developer will provide a Fee-in-Lieu ("FIL") payment in the amounts set forth below for its proportionate share of the following projects as required by the Town, and such payment shall be made upon the approval of civil construction drawings:
- FIL of design and construction of northbound right turn lane on N. Main Street at Old Smithfield Road / Sunset Lake Road, in an amount to be determined prior to Master Plan approval, as calculated by an opinion of probably cost by a licensed professional engineer the selection of which is mutually acceptable by the Parties.
- FIL of design and construction of future traffic signal on N. Main Street at Kahn Drive / Avent Creek Drive in the amount of $120,995.
- FIL of half a 20-foot median from the terminus of the existing median on N. Main Street (Trellis Pointe Drive) to the Northern property line of the property, in the amount of $10,325.

d. The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

7. Construction of Approximately 530 linear feet of pedestrian sidewalk along the eastern border of the Property adjacent to and running parallel with Main Street. In the event the pedestrian sidewalk shall cross onto property owned by the Town the Town will provide the necessary easements to construct and maintain sidewalk on its property.

8. Construction of Approximately 500 linear feet of a pedestrian greenway beginning at the end of the existing greenway path just to the north of Sportsmanship Way and continuing north along the western boundary of the Property ending at the underpass beneath North Carolina Highway 55. In the event the pedestrian greenway shall cross onto property owned by the Town the Town will provide the necessary easements to construct the pedestrian greenway on its property

9. Developers shall dedicate 20 feet width of right of way to the Town for a FIL of upgrades to NC 55 along the western-most edge of the Property.

10. Developer shall dedicate 10+/- feet width of right-of-way to the Town on N. Main Street from the northern property line of the property to Sportsmanship Way (included in subparagraph 5(a) above.

11. Developers shall be allowed to construct a roadway across the land currently owned by the Town adjacent Sportsmanship Way in order to provide vehicular and pedestrian access to the Commercial Property. Such roadway shall be a public street for the length of the existing Town property. , ,,

j. Each Developer shall record reciprocal cross-access easements for all internal drive access areas, in a form subject to approval by the Town.

6. BUILDING HEIGHT: Under the proposed CB zoning a maximum building height of fifty-five (55) feet is stated. The Office building is anticipated to being four (4) stories with an anticipated height of approximately seventy-five (75) feet. Developers are hereby approved by the Town to increase the building height to seventy-five (75) feet for the commercial portion of the Property, so long as any such building is at least 150 feet set back from the northern property line abutting Eastern Acres residential lots. Developers shall provide a 50-foot undisturbed buffer between the Property and Eastern Acres undisturbed bufferyard and supplement the undisturbed bufferyard with additional evergreen tree plantings to achieve the minimum type C-150 plant unit value (as described in UDO § 7.01(k)). The owner shall maintain the buffeyard in perpetuity.

7. PARCEL SUBDIVISION: Developers shall be allowed to subdivide the Property and record one subdivision plat into the Tracts described herein prior to the completion of any offsite improvements. Developers shall complete all work described herein prior to the approval of any subsequent plats. Following completion of any offsite improvements along with payment of any FIL obligations further subdivision of the commercial parcel shall be permissible by the Town if requested by the Developer and consistent with the approved Master Plan

8. REZONING/MASTER PLAN: The Parties agree that the Property shall be rezoned through the approval of a petition for rezoning prior to the commencement of Town-sewer service to the Property. The Developers have submitted a petition for rezoning. The Town shall schedule for approval the rezoning, Master Plan, and Site Plan petitions so that the Town Council hearings for these matters will occur within 120 days of the earlier of submittal by the Developers of the Master Plan or execution of this Agreement. The Property shall at all times be subject to the Zoning Conditions, as shown on Exhibit C and incorporated by reference.

9. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developers shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developers in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developers of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions.

10. Parks and Recreation Land Dedication. The Town as part of its UDO requires land dedication for parks and recreation purposes, or a fee in lieu of such dedication at the discretion of the Town Council. The Town agrees to accept a fee in lieu of land dedication in an amount commensurate with the value of the land at the time of subdivision. The parties currently stipulate that this results in a fee in lieu amount as calculated of $726,665, based on the most current appraisal obtained by the Town. At any time prior to such time as the DHIC Developer obtains its first certificate of occupancy, as such time the fee is due, the Developer may:

a. Submit a more recent appraisal, if obtained by the Developer and otherwise satisfactory to the Town, and recalculate the fee according to the new appraisal.

b. Provide any off-site parks and recreation amenity for dedication to the Town, in the sole discretion of the Town, such as a dedicated greenway on the western side of NC 55 by-pass, on property owned by Wake County.

11. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town Council for the public health, safety, or welfare of its citizens.

a. All zoning conditions shall be satisfied.

12. HISTORIC STRUCTURES: None exist on the property.

a. None

13. DEVELOPMENT SCHEDULE

a. The Developer, in consideration of the covenants contained herein, shall be allowed the following expedited review considerations: (i) Developer shall be allowed a concurrent review of a master plan and a development plan; (ii) Developer shall be allowed a concurrent review of construction drawings (civil) and building permit review; (iii) Developer shall be allowed to submit the items in (ii) for review to the Town staff prior to Town Council approval of a development or master plan, so long as a favorable recommendation has been achieved from the Town's Planning Board.

ARTICLE III
DEVELOPER'S OBLIGATIONS

1. For any offsite infrastructure constructed by the Developers, the Developers shall design, permit, and construct the infrastructure in the location approved by the Town and as shown on plans (to be hereafter called the "Approved Plans") approved by the Director of Engineering of the Town, and in accordance with the North Carolina Department of Environmental Quality (NCDEQ) and any other regulatory agency. For any land owned or controlled by the Developers, the Developers shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by the Developers, the Town shall convey such land owned by the Town to the Developers or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance of the infrastructure referenced in a timely manner so as not to delay the completion of the Developers' Duties.

2. The Developers shall construct in a workmanlike manner the 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 NCDEQ 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 Developers 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 Developers (or their successors, and/or assigns) shall pay all development fees for the development of the Property in accordance with the fee schedule ordinarily due (or as otherwise amended pursuant to 11(b) above) 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. Nothing in the event said fees are waived via an Economic Development Agreement this provision shall not be applicable.

ARTICLE V
GENERAL TERMS

1. All of the Developers' obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Developers' petition for rezoning, approval of the Master Plan and approval of a Site Plan and Building Permits.

2. All reimbursements, if any, for this project shall be provided on the basis of final documentation of 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 and are approximate.

3. The Developers 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 ensure 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 Developers and shall not be subject to reimbursement or participation by the Town, except as specifically described 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 Developers shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

5. The Developers 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.

6. The Town agrees to protect, defend, indemnify and hold the Developers 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 from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents, employees or contractors, or any third party. The T o w n 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 to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

8. It shall be the responsibility of the Developers to ensure that all regulatory approvals for each project are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Town shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement.

ARTICLE VI
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 Developers 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:	FOR THE DEVELOPERs:
Randy J. Harrington Town Manager PO Box 8 Holly Springs, NC 27540 Reference:	Frank Baird Capital Associates Management or its Assigns. 1501 Sunrise Ave, Suite 100 Raleigh, NC 27608 **Natalie Britt** Vice President, Real Estate Development 113 S Wilmington Street Raleigh, NC 27601

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 Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

8. This Agreement 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: Map of the Property
EXHIBIT B: Concept Plan
EXHIBIT C: Zoning Conditions
EXHIBIT D: Development Fee Schedule

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
Ashly White, Deputy Town Clerk

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner prescribed by the Local Government Finance Act.

_____
Arrhean Morrison
Director of Finance

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:_____

CAPITAL ASSOCIATES MANAGEMENT, LLC

(Seal) By: _____
Name: Frank P Baird
Title: CEO, Manager

I, a Notary Public, certify that Frank P. Baird personally came before me this day and acknowledged that he is the CEO, Manager of Capital Associates Management, LLC, a North Carolina limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official stamp [or seal], this the 26th day of July, 2021

_____
Notary Public
Melissa A. DeVita
Typed/Printed Name

[Official Seal] My Commission expires: November 5, 2025

DocuSign Envelope ID: F5192C8-E523-4680-90CE-7A7EB6B985FA

DOWNTOWN HOUSING IMPROVEMENT CORPORATION aka DHIC, Inc

(Seal) By: _____
Name: Natalie Britt
Title: VP

I, a Notary Public, certify that _____, personally came before me this day and acknowledged that she is the _____ of Downtown Housing Improvement Corporation aka DHIC, Inc, a _____ Corporation , and that she, as such officer, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official stamp (or seal), this the _____ day of _____, 2021

_____
Notary Public
_____, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires: _____

EXHIBIT A
Map of Property

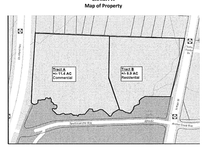


Exhibit B
Concept Plans



Exhibit C
Zoning Conditions

(Note: Laura to advise if language below is acceptable. Appears to come from our zoning application so it should be fine but need Laura / McAdams to double check)

1) The following uses shall be prohibited uses within the CB zoning district: 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; Automotive Sales & Service: Automotive Repair – Minor; Gasoline Service Station with minor repair (not to exceed two (2) accessory indoor service bays); Kennels (with outdoor runs); Food Sales and Service: Restaurant Drive Through, Stand Alone; Public Facilities: Neighborhood Recycling Collection Point; Communications/Utilities: Electricity Relay Station; Retail: Satellite Dish Sales and Service (outdoor display).

2) The CB zoning district shall contain a Class A commercial office building with a minimum square footage of 70,000 Square Feet with a minimum building height of 2 stories.

3) The following uses shall be permitted uses within the R-MF-15 zoning district: Residential:

Multifamily dwellings. The allowed residential uses must meet the requirements of Section 42 of the Internal Revenue Code or a substantially equivalent form of affordable rental housing. 100% of the dwelling units developed on the property must meet this requirement. Accordingly, rents shall be set at a price that on average is affordable to a household with an annual income that is no greater than 60% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development

4) The CB and R-MF-15 parcels will have both vehicular and pedestrian connectivity so that the two zoning parcels that make up this request will be interconnected and function as a horizontal mixed use development. Each parcel shall record an easement in a form approvable by the Town allowing cross access.

5) The CB zoned parcel shall provide a primary entrance driveway/street from Sportsmanship Way. To create a walkable street scape along this primary driveway/street, a minimum and maximum building setback will be established by the project master plan. To establish the intent of commercial building placement, no more than one bay of off-street parking spaces shall be constructed between the building and primary driveway/street. This is more particularly illustrated below:



Note: The above illustration is conceptual in nature and meant to illustrate desired building placement only. Final design will be determined at the time of development plan(s) submittal.

6) Off-street parking within the CB zoning district shall utilize shared parking. This shared parking shall be memorialized within a shared parking agreement. The property owners involved in the joint use of off-street parking areas shall submit a fully executed 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 Development Services.

7) The development shall construct and install a pedestrian crosswalk featuring a rapid beacon signals across Sportsmanship Way, such location shall be determined at the time of master plan submittal.

8) Developed open space areas within the proposed developments shall feature at least one of the following: hardscape areas; outdoor seating areas; public art; playground and pergolas/gazebos.

9) A minimum of one of the following types of Green Stormwater Infrastructure shall be used in connection with any development on the subject property: permeable pavement parking spaces or pervious pavers in pedestrian areas; or rainwater harvesting (cisterns); or bio-swales. Reclaimed water for commercial irrigation purposes whenever feasible shall be utilized.

10) Emphasis shall be placed on placemaking within the development. To ensure this occurs, the following landscaping practices shall be utilized:

a. The use of vertical landscaping or public art shall be utilized adjacent to a minimum of two (2) commercial outdoor seating or gathering areas;
b. To the greatest extent possible, street trees shall be installed in accordance with the Town of Holly Springs UDO requirements along the primary entrance driveway/street from Sportsmanship Way.
c. Within the CB zoning district, the use of planters shall be positioned as to energize and identify pedestrian entrances, such entrances shall be flanked by at least one planter. Planters shall have a minimum height 24" and a minimum width of 18".

Certificate Of Completion

Envelope Id: F5192C8E523468090CE7A7EB6B985FA
Subject: Please DocuSign: Development Agreement for Ting North
Source Envelope:
Document Pages: 20 Signatures: 5
Certificate Pages: 6 Initials: 1
AutoNav: Enabled
Envelopeid Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Deondria Moore
PO Box 8
Holly Springs, NC 27540
deondria.moore@hollyspringsnc.gov
IP Address: 204.94.166.2

Record Tracking

Status: Original
8/9/2021 12:00:16 PM

Holder: Deondria Moore
deondria.moore@hollyspringsnc.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Britt Natalie@dhic.org Vice President Pennington Grove II, LLC Security Level: Email, Account Authentication (None)	Natalie Britt Signature Adoption: Pre-selected Style Using IP Address: 66.57.162.26	Sent: 8/9/2021 12:12:10 PM Resent: 7/7/2021 8:37:53 AM Resent: 7/14/2021 2:42:30 PM Resent: 7/27/2021 3:56:45 PM Viewed: 7/2/2021 1:55:56 PM Signed: 7/27/2021 3:49:09 PM
Electronic Record and Signature Disclosure: Accepted: 7/2/2021 1:55:56 PM ID: 2f1e1e1e-1e1e-1e1e-1e1e-1e1e1e1e1e1e Company Name: Town of Holly Springs		
John Schifano john.schifano@hollyspringsnc.us Security Level: Email, Account Authentication (None)	John Schifano Signature Adoption: Pre-selected Style Using IP Address: 204.94.166.2	Sent: 7/27/2021 5:48:10 PM Resent: 7/28/2021 11:47:41 PM Viewed: 7/28/2021 1:18:07 PM Signed: 7/28/2021 2:54:20 PM
Electronic Record and Signature Disclosure: Accepted: 7/28/2021 1:18:07 PM ID: 6beeb1c9-6d0a-4736-bf34-36f1b5f8b52d Company Name: Candlelot OBO Town of Holly Springs		
Brent Gaskill brent.gaskill@hollyspringsnc.gov Security Level: Email, Account Authentication (None)	BG Signature Adoption: Pre-selected Style Using IP Address: 98.3.104.250	Sent: 7/28/2021 2:54:23 PM Resent: 8/2/2021 8:49:04 AM Viewed: 7/28/2021 3:01:22 PM Signed: 8/3/2021 8:32:44 AM
Electronic Record and Signature Disclosure: Accepted: 8/3/2021 4:53:03 AM ID: 1e1e1e1e-1e1e-1e1e-1e1e-1e1e1e1e1e1e Company Name: Town of Holly Springs		
Arrhean Morrison arrhean.morrison@hollyspringsnc.gov Finance Director Security Level: Email, Account Authentication (None)	Arrhean Morrison Signature Adoption: Pre-selected Style Using IP Address: 204.94.166.2	Sent: 8/3/2021 8:32:48 AM Resent: 8/3/2021 9:45:14 AM Viewed: 8/3/2021 9:02:59 AM Signed: 8/3/2021 9:11:10 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Randy Harrington randy.harrington@hollyspringsnc.us Randy Harrington, Town Manager n Security Level: Email, Account Authentication (None)	Randy Harrington Signature Adoption: Pre-selected Style Using IP Address: 204.94.166.2	Sent: 8/3/2021 9:11:12 AM Viewed: 8/8/2021 4:55:16 PM Signed: 8/8/2021 4:55:31 PM
Electronic Record and Signature Disclosure: Accepted: 8/8/2021 4:55:16 PM ID: 1e1e1e1e-1e1e-1e1e-1e1e-1e1e1e1e1e1e Company Name: Town of Holly Springs		
Linda McKinney linda.mckinney@hollyspringsnc.us Security Level: Email, Account Authentication (None)	Linda McKinney Signature Adoption: Pre-selected Style Using IP Address: 204.94.166.2	Sent: 8/8/2021 4:55:33 PM Viewed: 8/8/2021 6:09:04 AM Signed: 8/9/2021 8:09:28 AM
Electronic Record and Signature Disclosure: Accepted: 8/9/2021 8:09:04 AM ID: e2c44a74-4425-4163-9ab0-5124f6d0b4e9 Company Name: Town of Holly Springs		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Kathy Carlisle kathy.carlisle@hollyspringsnc.us Financial Assistant/Board Clerk Town of Holly Springs Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/9/2021 8:09:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Elizabeth Goodson Elizabeth.Goodson@hollyspringsnc.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/9/2021 8:09:30 AM
Electronic Record and Signature Disclosure: Accepted: 8/10/2021 8:53:36 AM ID: 4a33d0c2-bbeb-4003-b9b5-2297ee7558fe Company Name: Town of Holly Springs		
Frank Baird frank@capitalassociates.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/9/2021 8:09:30 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/9/2021 12:12:10 PM
Certified Delivered	Security Checked	8/9/2021 8:09:04 AM
Signing Complete	Security Checked	8/9/2021 8:09:28 AM
Completed	Security Checked	8/9/2021 8:09:30 AM
Payment Events	**Status**	**Timestamp**
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 11/12/2020 9:42:07 PM
Parties agreed to: Natalie Britt, John Schifano, Brent Gaskill, Arrh

GENERAL NOTES

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 MCADAMS CO.
5. BOUNDARY INFORMATION TAKEN FROM A SURVEY BY MCADAMS CO.
6. TOPOGRAPHIC DATA TAKEN FROM A SURVEY BY MCADAMS CO.
7. 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).
8. 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.
9. ZONE 1 OF THE CAPE FEAR BUFFER MUST BE LEFT COMPLETELY UNDISTURBED.
10. NO FILL MATERIAL IS TO BE BROUGHT INTO ZONE 1 OF THE CAPE FEAR BUFFER.
11. NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE CAPE FEAR BUFFER AREAS.
12. ALL PARKING LOT IMPROVEMENTS SHOWN ARE PRIVATE.
13. ALL RETAINING WALLS ARE DESIGNED BY OTHERS.
14. LOCATIONS OF STREET TREES AND STREET LIGHTING WILL BE FIELD COORDINATED BY THE DEVELOPER TO ELIMINATE CONFLICTS.
15. 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.
16. A PRE-CONSTRUCTION MEETING WITH THE TOWN CONSTRUCTION INSPECTOR AND ENVIRONMENTAL ENGINEER (TELEPHONE 919-557-3938) WILL BE REQUIRED BEFORE BEGINNING ANY CONSTRUCTION.
17. 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. 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.
5. ALL PARKING LOT STRIPING SHALL BE WHITE. ALL FIRE LANE STRIPING SHALL BE YELLOW.
6. ALL CURB AND GUTTER DIMENSIONS ON THESE PLANS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
7. 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.
8. 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.
9. 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.
10. 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.).
11. 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.
12. 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.
13. 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.

TRIASSIC SOIL REGION NOTES

1. PRE-QUALIFIED GEO-TECHNICAL FIRM APPROVED BY THE TOWN MUST BE ON SITE FULL TIME WHILE THE UTILITIES AND ROADWAYS ARE BEING CONSTRUCTED.
2. DOCUMENTATION OF MOISTURE CONTENT, COMPACTION, DENSITY, GEOGRID DESIGN CRITERIA, ETC. MUST BE PROVIDED TO TOWN INSPECTOR.
3. ALL ROADWAYS WILL HAVE TO BE PROOF-ROLLED AT BOTH SUBGRADE AND STONE GRADE BY TOWN INSPECTOR AS WELL.
4. THE STANDARDS ROADWAY PAVEMENT SECTION WILL BE WOVEN GEO-FABRIC DESIGN CRITERIA HP 270 OR EQUAL ON ENTIRE ROAD (AND MUST BE APPROVED BY THE TOWN OF HOLLY SPRINGS), 7" ABC STONE, WITH ASPHALT COMPLETED IN STAGED CONSTRUCTION OF 2.5" I-19 ASPHALT AND 1.5" IN STAGE 1 AND 1.5" S9.5B FINAL OVERLAY. INITIAL ONE-YEAR WARRANTY WITH AN ADDITIONAL YEAR EXTENSION STARTING AFTER FINAL OVERLAY-SHALL BE REQUIRED FOR ROADWAYS. FOR THE EXTENDED WARRANTY PERIOD, IT WILL BE REQUIRED TO POST A BOND, LOC, OR CASH FOR 50% OF ACTUAL COST OF ROADWAY (STORM DRAINAGE, CURB & GUTTER, SIDEWALK AND PAVEMENT). THE PAVEMENT SECTION LIST ABOVE IS THE TOWN OF HOLLY SPRINGS MINIMUM STANDARDS FOR THE TRIASIC SOILS REGION. CONTRACTOR TO VERIFY PAVEMENT SECTIONS WITH THE GEOTECHNICAL REPORT. IF PAVEMENT SECTIONS IN THE GEOTECHNICAL REPORT DIFFER FROM THE TOWN OF HOLLY SPRINGS, CONTRACTOR TO USE THE GREATER SECTION OF THE TWO.
5. WHERE MANHOLES ARE LOCATED IN STREETS IT WILL BE REQUIRED TO HAVE SUITABLE OFF-SITE STRUCTURAL MATERIAL OR ABC STONE TO BACKFILL AROUND EXCAVATION OF MANHOLES UP TO SUBGRADE.
6. AN ADDITIONAL FOOT OF STONE WILL BE REQUIRED 10' EITHER SIDE OF MANHOLE FOR ENTIRE WIDTH OF ROADWAY.

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/W'S).
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.

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. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES.
4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.
5. ALL MATERIAL DEMOLISHED ON THIS SITE MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN A PERMITTED LOCATION.
6. 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 ADHERE TO THE NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES DIVISION OF WATER QUALITY (DWQ) STANDARDS AND SPECIFICATIONS. WHERE DIFFERENT FROM TOWN OF HOLLY SPRINGS STANDARDS, THE MORE STRINGENT METHOD SHALL BE APPLIED.
3. FAILURE TO FOLLOW THE APPROVED PLAN SEQUENCE AND DETAILS COULD SUBJECT THE CONTRACTOR TO FINES AND PENALTIES ISSUED BY EITHER THE TOWN OF HOLLY SPRINGS EROSION CONTROL DEPARTMENT OR THE DWQ.
4. CONTRACTOR SHALL SEED AND STABILIZE ALL STE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 87°44'35" E	46.66'
L2	S 11°07'29" W	48.02'
L3	N 11°05'28" E	6.07'
L4	S 71°55'55" W	4.56'
L5	N 87°14'27" W	24.92'
L6	S 68°26'52" W	29.33'
L7	S 60°40'32" W	32.78'
L8	S 46°30'42" W	21.40'
L9	S 01°51'53" W	23.35'
L10	S 65°29'53" W	29.39'
L11	S 46°11'58" W	13.45'
L12	S 00°42'00" W	31.56'
L13	S 31°24'27" W	16.96'
L14	S 41°30'39" W	33.53'
L15	S 78°26'14" W	17.44'
L16	N 63°00'38" W	30.70'
L17	N 58°26'59" W	18.73'
L18	N 80°49'51" W	25.03'
L19	N 64°44'49" W	22.24'
L20	S 71°28'36" W	20.34'
L21	S 50°12'53" W	15.36'
L22	S 52°44'34" W	41.72'
L23	S 24°51'08" W	11.95'
L24	S 60°23'33" W	24.69'
L25	N 40°39'32" W	14.36'
L26	N 34°58'59" E	13.67'
L27	N 83°25'27" W	18.50'
L28	N 71°17'44" W	17.51'
L29	S 61°27'00" W	23.23'
L30	S 40°15'20" W	11.99'
L31	N 69°22'16" W	14.53'
L32	S 50°20'24" W	21.81'
L33	N 64°29'08" W	10.07'
L34	N 31°07'13" W	10.67'
L35	N 01°55'12" E	14.92'
L36	N 82°09'49" W	30.17'
L37	S 33°31'57" W	21.05'
L38	S 41°50'56" W	28.77'
L39	S 34°33'30" W	17.50'
L40	N 85°47'03" W	24.11'
L41	S 79°49'18" W	25.38'
L42	S 44°00'11" W	15.88'
L43	N 82°28'05" W	21.38'
L44	N 54°57'20" W	5.87'
L45	S 79°59'16" W	11.39'
L46	S 78°24'16" W	17.23'
L47	N 32°17'36" W	15.67'
L48	N 00°15'28" E	9.29'
L49	N 47°50'03" W	5.59'
L50	S 31°01'48" W	8.18'
L51	S 78°10'20" W	36.29'
L52	N 75°58'19" W	13.54'
L53	N 64°05'13" W	23.59'
L54	S 57°43'31" W	28.73'
L55	S 88°43'13" W	28.05'
L56	N 61°24'41" W	10.17'
L57	N 40°15'09" W	14.21'
L58	N 22°42'15" W	13.48'
L59	N 47°42'21" W	23.45'
L60	N 67°20'50" W	9.68'
L61	N 04°07'23" W	12.04'
L62	N 79°07'41" E	5.47'
L63	S 79°41'11" E	10.74'
L64	S 50°58'56" E	12.86'
L65	N 74°11'31" E	18.18'
L66	N 11°54'30" W	15.35'
L67	N 04°08'11" W	7.06'
L68	N 25°24'17" E	7.49'
L69	N 24°56'46" W	4.81'
L70	N 65°35'44" W	12.91'
L71	N 77°16'57" W	9.93'
L72	N 76°31'14" W	7.59'
L73	N 21°31'59" W	13.85'
L74	N 64°36'50" W	18.07'
L75	N 01°19'28" E	15.24'
L76	N 25°03'49" E	13.65'
L77	N 26°10'46" W	5.04'
L78	N 44°55'33" W	8.69'
L79	S 47°46'02" W	9.13'
L80	S 80°30'23" W	9.55'
L81	N 56°19'14" W	20.11'
L82	N 59°44'19" W	2.87'
L83	S 79°00'05" W	6.72'
L84	S 17°59'28" W	13.42'
L85	S 60°34'39" W	8.87'
L86	N 89°20'50" W	20.49'
L87	N 70°01'15" W	5.27'
L88	S 67°34'35" W	20.90'
L89	N 89°40'12" W	19.09'
L90	S 04°03'27" E	22.91'
L91	S 49°11'05" W	27.15'
L92	S 86°35'42" W	14.39'
L93	N 74°24'52" W	14.74'
L94	N 48°11'01" W	21.73'
L95	N 03°39'34" E	14.82'

SANITARY SEWER INVERTS

SS1 TOP=341.52'
INV IN(NE)=334.22' 12"HDPE
INV OUT(SW)=334.09' 12"HDPE

SS2 TOP=333.64'
INV IN(NE)=326.88' 12"HDPE
INV OUT(SW)=326.79' 12"HDPE

SS3 TOP=331.70'
INV IN(NE)=323.14' 12"HDPE
INV OUT(W)=321.80' 12"HDPE

SS4 TOP=319.14'
INV IN(S)=305.12' 12"HDPE
INV IN(NE)=305.90' 12"HDPE
INV OUT(N)=304.88' 12"HDPE

SS5 TOP=319.38'
INV IN(SE)=311.23' 12"HDPE
INV OUT(SW)=311.10' 12"HDPE

SS6 TOP=324.57'
INV IN(E)=316.57' 12"HDPE
INV OUT(NW)=316.48' 12"HDPE

SS7 TOP=331.55'
INV IN(SE)=319.37' 12"HDPE
INV OUT(W)=319.27' 12"HDPE

SS8 TOP=327.64'
INV IN(E)=321.52' 12"HDPE
INV OUT(NW)=321.41' 12"HDPE

SS9 TOP=329.92'
INV IN(NE)=322.12' 12"HDPE
INV OUT(W)=322.09' 12"HDPE

SS10 TOP=332.61'
INV IN(E)=325.60' 12"HDPE
INV IN(N)=325.48' 12"HDPE
INV OUT(SW)=324.83' 12"HDPE

SS11 TOP=340.68'
INV IN(S)=329.50' 8"DIP
INV IN(E)=330.29' 8"DIP
INV OUT(W)=329.42' 12"HDPE

SS12 TOP=339.08'
INV IN=332.93' 12"HDPE
INV OUT=332.80' 12"HDPE

SS13 TOP=353.11'
INV IN=339.68' 12"HDPE
INV OUT=339.57' 12"HDPE

SS14 TOP=329.60'
INV IN(SE)=319.91' 12"HDPE
INV OUT(NW)=319.80' 12"HDPE

SD15 TOP=342.09'
INV IN(N)=331.58' 8"DIP
INV OUT(W)=331.52' 8"DIP

SD16 TOP=343.39'
INV IN(S)=330.56' 8"DIP
INV OUT(N)=330.53' 8"DIP

SD17 TOP=363.59'
INV IN(S)=355.16' 8"DIP
INV OUT(N)=355.13' 8"DIP

SS18 TOP=319.15'
INV IN(S)=305.60' 10"HDPE
INV OUT(N)=305.65' 12"HDPE

SS19 TOP=323.44'
INV IN(S)=307.46' 10"HDPE
INV OUT(N)=307.54' 10"HDPE

SS20 TOP=330.02'
INV IN(E)=311.77' 8"HDPE
INV OUT(N)=311.68' 10"HDPE

LEGEND

- EXISTING IRON PIPE
- IRON PIPE SET
- CALCULATED POINT
- EXISTING CONCRETE MONUMENT
- BORE HOLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- BICYCLE RACK
- ELECTRIC BOX
- LIGHT POLE
- POWER POLE
- GUY WIRE
- CURB INLET
- STORM DRAINAGE MANHOLE
- YARD INLET
- TRANSFORMER
- FIBER OPTIC VAULT
- SIGN
- BOLLARD
- SD — STORM DRAIN PIPE
- OU — OVERHEAD UTILITY LINES
- W — WATER LINE
- SS — SANITARY SEWER LINE
- T — TELEPHONE LINE
- G — GAS LINE
- UE — UNDERGROUND ELECTRIC
- UT — UNDERGROUND TELEPHONE
- X — X — FENCE LINE
- TREE LINE
- PROPERTY BOUNDARY LINE
- EASEMENT LINE
- SETBACK LINE

TREE LEGEND

- (8) CM — CRAPE MYRTLE
- (3) O — OAK
- (3) E — ELM
- (4) G — GUM
- (5) DG — DOGWOOD

DOUBLE AND TRIPLE TRUNKS

- 2@0-0 — DOUBLE OAK
- 2@T-0 — TRIPLE OAK
- CALIPER INCH SIZE OF TREE
- TYPE OF TREE
- D FOR DOUBLE, T FOR TRIPLE

STORM DRAIN INVERTS
SD1 18"RCP
INV OUT(W)=336.25'

SD2 TOP=351.08'
INV IN(N)=337.60' 18"RCP
INV OUT(W)=337.58' 18"RCP

SD3 18"FES
INV IN(N)=337.68'

SD4 30"FES
INV IN(NE)=337.50'

SD5 TOP=347.90'
INV IN(NE)=376.32' 30"RCP
INV IN(E)=344.40' 18"RCP
INV OUT(S)=336.29' 30"RCP

SD6 TOP=350.92'
INV OUT(W)=346.32' 18"RCP

SD7 TOP=341.61'
INV IN(N)=334.59' 30"RCP
INV IN(E)=335.30' 36"RCP

INV IN(S)=334.96' 30"RCP
INV OUT(W)=334.27' 36"RCP

SD8 36"FES
INV IN(E)=334.96'

SD9 TOP=341.12'
INV IN(E)=332.86' 36"RCP
INV OUT(W)=332.78' 36"RCP

SD10 36"FES
INV OUT(W)=332.74'

SD11 TOP=341.50'
INV IN(S)=335.38' 30"RCP
INV OUT(N)=335.31' 30"RCP

SD12 TOP=343.01'
INV IN(S)=337.71' 24"RCP
INV OUT(N)=336.81' 30"RCP

SD13 TOP=343.61'
INV IN(SE)=338.58' 24"RCP
INV OUT(N)=338.41' 24"RCP

SD14 TOP=345.51'
INV IN(E)=340.11' 18"RCP
INV IN(S)=340.26' 24"RCP
INV OUT(NW)=339.48' 24"RCP

SD15 TOP=350.39'
INV OUT(W)=345.76' 18"RCP

SD16 TOP=345.48'
INV IN(S)=340.35' 24"RCP
INV OUT(N)=340.32' 24"RCP

SD17 TOP=344.50'
INV IN(S)=340.98' 18"RCP
INV OUT(N)=340.83' 24"RCP

SD18 TOP=349.76'
INV OUT(N)=344.17' 18"RCP

SD19 TOP=345.39'
INV OUT(NW)=340.11' 18"RCP

SD20 TOP=342.18'
INV IN(SW)=337.13' 18"RCP
INV IN(W)=336.47' 24"RCP

INV OUT(N)=334.47' 24"RCP

SD21 TOP=342.02'
INV IN(S)=336.55' 24"RCP
INV OUT(E)=336.51' 24"RCP

SD22 TOP=344.38'
INV IN(S)=339.54' 24"RCP
INV OUT(N)=339.36' 24"RCP

SD23 TOP=336.55'
INV IN(E)=329.90' 24"RCP
INV IN(W)=326.78' 36"RCP
INV OUT(NE)=326.68' 36"RCP

SD24 36"FES
INV OUT(NE)=326.44'

SD25 TOP=334.10'
INV IN(S)=328.39' 30"RCP
INV OUT(E)=327.70' 36"RCP

SD26 TOP=334.18'
INV OUT(W)=329.19' 15"RCP

SD27 TOP=334.18'
INV IN(E)=329.02' 15"RCP
INV IN(S)=328.98' 30"RCP
INV OUT(N)=328.82' 30"RCP

SD28 TOP=336.19'
INV IN(W)=329.64' 24"RCP
INV OUT(N)=329.28' 30"RCP

SD29 TOP=336.05'
INV IN(W)=330.08' 24"RCP
INV OUT(E)=329.92' 24"RCP

SD30 TOP=335.93'
INV IN(W)=331.18' 18"RCP
INV OUT(E)=330.73' 24"RCP

SD31 TOP=329.04'
INV IN(E)=322.87' 24"RCP
INV IN(W)=322.20' 30"RCP
INV OUT(N)=321.71' 30"RCP

SD32 TOP=328.86'
INV IN(S)=321.45' 30"RCP
INV IN(W)=323.59' 15"RCP

INV OUT(N)=321.43' 36"RCP

SD33 TOP=328.99'
INV OUT(E)=324.12' 15"RCP

SD34 TOP=328.77'
INV IN(S)=320.93' 36"RCP
INV OUT(W)=320.52' 36"RCP

SD35 TOP=328.70'
INV IN(E)=320.50' 36"RCP
INV OUT(NW)=320.05' 36"RCP

SD36 36"FES
INV OUT(NW)=317.88'

SD37 TOP=330.99'
INV OUT(S)=326.96' 15"RCP

SD38 TOP=331.58'
INV IN(N)=326.38' 15"RCP
INV IN(E)=326.08' 24"RCP
INV OUT(W)=326.00' 24"RCP

SD39 30"FES

INV OUT(NW)=313.41'

SD40 60"RCP
INV IN(NW)=308.30'

SD41 TOP=316.40'
INV OUT(N)=313.62' 24"RCP

SD42 TOP=319.40'
INV IN(S)=313.35' 24"RCP
INV IN(N)=313.35' 24"RCP
INV OUT(W)=312.84' 24"RCP

SD43 TOP=320.63'
INV OUT(S)=313.71' 24"RCP

SD44 24"RCP
INV IN(SW)=323.11'

SD45 15"RCP
INV OUT(S)=332.63'

SD46 TOP=336.11'
INV OUT(S)=333.04' 15"RCP

SD47 24"RCP

INV IN(N)=329.23'

SD48 24"RCP
INV OUT(S)=329.14'

SD49 24"FES
INV OUT(N)=324.83'

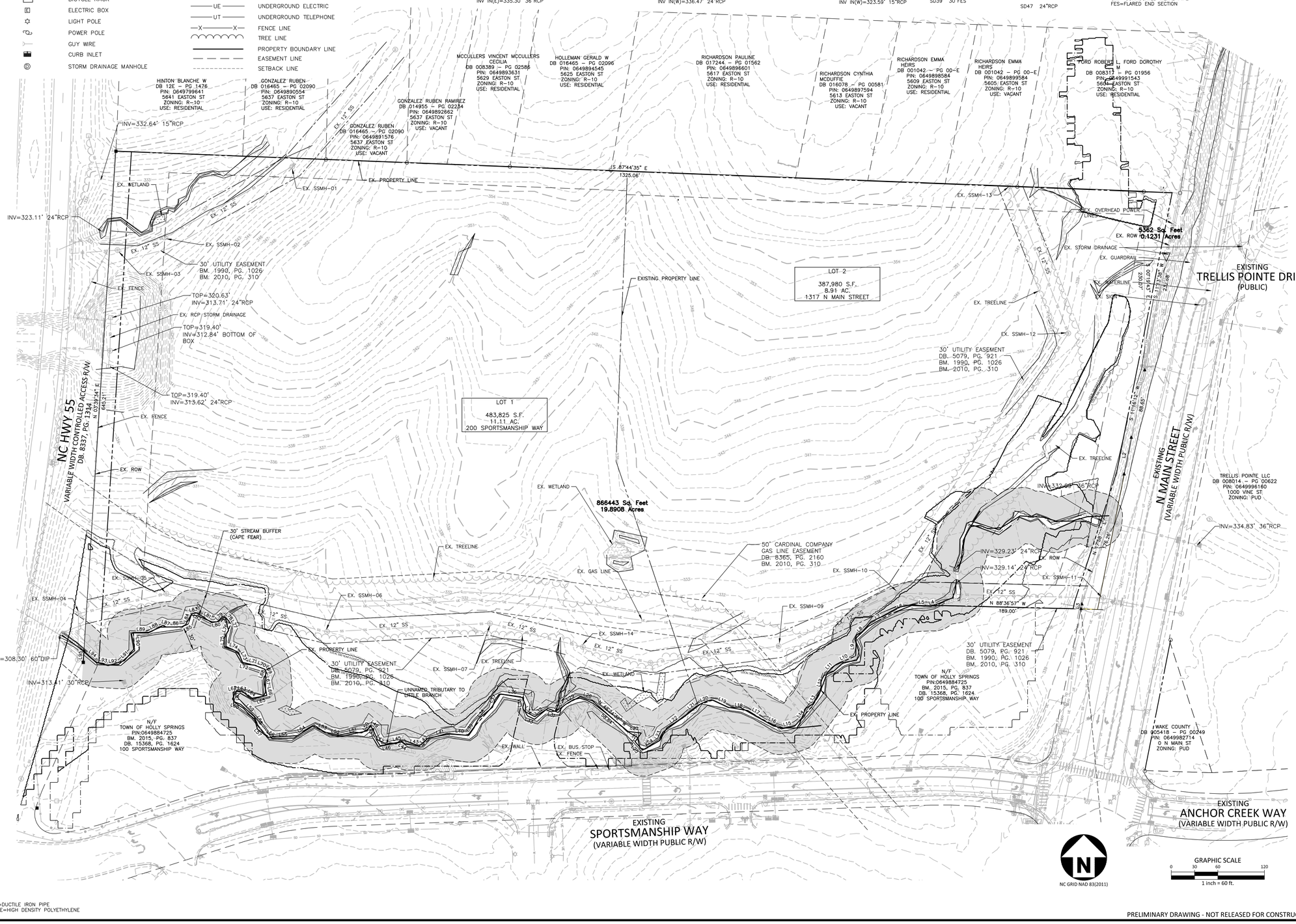
SD50 TOP=328.81'
INV IN(S)=325.15' 24"RCP
INV OUT(N)=325.13' 24"

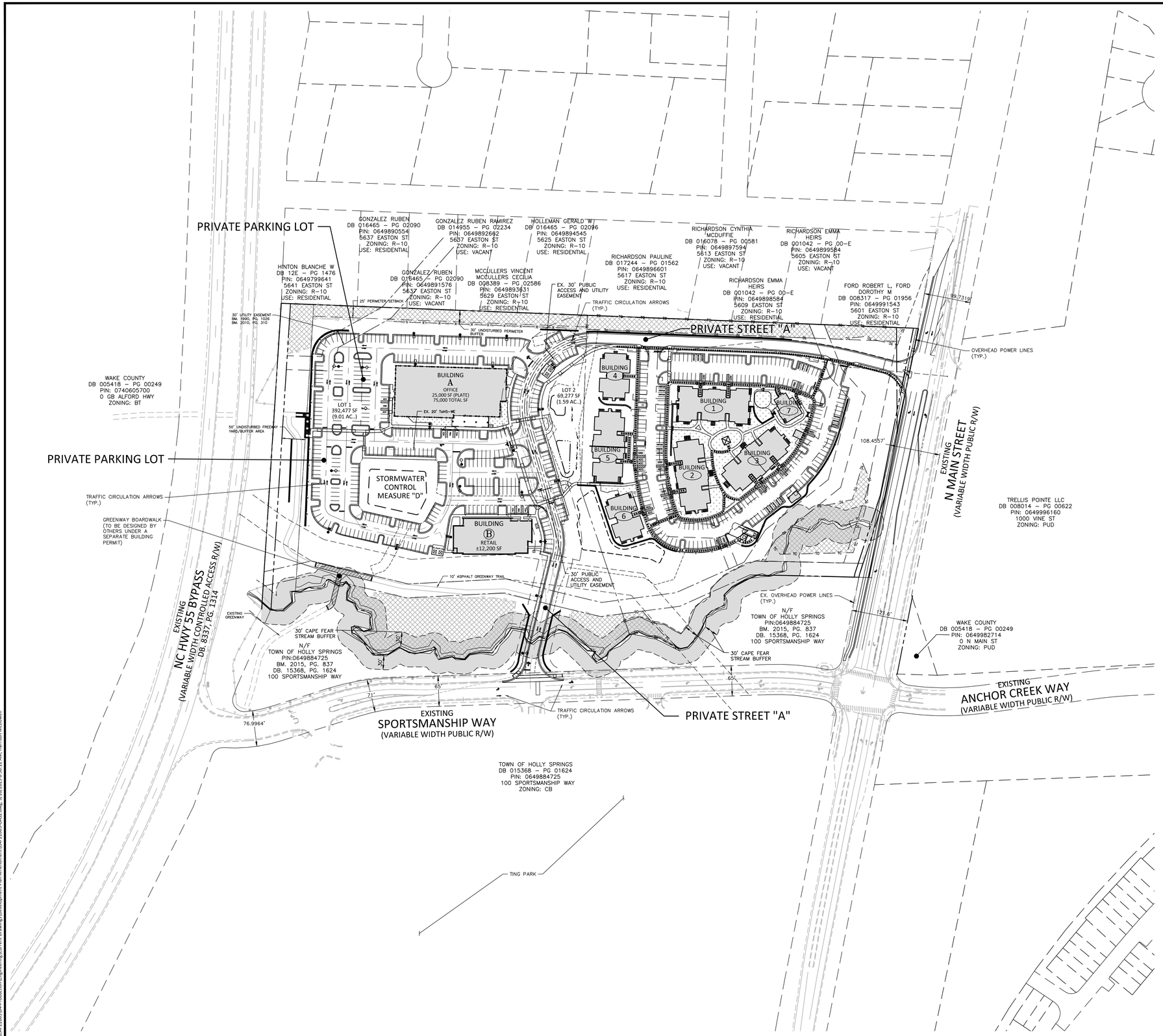
SD51 TOP=335.78'
INV IN(E)=329.53' 24"RCP
INV OUT(N)=325.75' 24"RCP

SD52 60"RCP
INV OUT(NW)=304.67'

SD53 30"RCP
INV OUT TO POND

RCP=REINFORCED CONCRETE PIPE
CMP=CORRUGATED METAL PIPE
FES=FLARED END SECTION


HINTON BLANCHE W
DB 12E – PG 1476
PIN: 0649799841
5641 EASTON ST
ZONING: R-10
USE: RESIDENTIAL
GONZALEZ RUBEN
DB 016465 – PG 02090
PIN: 0649890554
5657 EASTON ST
ZONING: R-10
USE: RESIDENTIAL
GONZALEZ RUBEN
DB 016465 – PG 02090
PIN: 0649891576
5637 EASTON ST
ZONING: R-10
USE: VACANT
GONZALEZ RUBEN RAMIREZ
DB 014955 – PG 02224
PIN: 0649892662
5637 EASTON ST
ZONING: R-10
USE: VACANT
MCCULLERS VINCENT MCCULLERS CECILIA
DB 008389 – PG 02586
PIN: 0649893631
5629 EASTON ST
ZONING: R-10
USE: RESIDENTIAL
HOLLEMAN GERALD W
DB 016465 – PG 02096
PIN: 0649894545
5625 EASTON ST
ZONING: R-10
USE: RESIDENTIAL
RICHARDSON PAULINE
DB 017244 – PG 01562
PIN: 0649896601
5617 EASTON ST
ZONING: R-10
USE: RESIDENTIAL
RICHARDSON CYNTHIA MCDUFFIE
DB 016078 – PG 00581
PIN: 0649897594
5613 EASTON ST
ZONING: R-10
USE: VACANT
RICHARDSON EMMA HEIRS
DB 001042 – PG 00-E
PIN: 0649898584
5609 EASTON ST
ZONING: R-10
USE: RESIDENTIAL
RICHARDSON EMMA HEIRS
DB 001042 – PG 00-E
PIN: 0649899584
5605 EASTON ST
ZONING: R-10
USE: VACANT
FORD ROBERT L. FORD DOROTHY M
DB 008317 – PG 01956
PIN: 0649991543
5601 EASTON ST
ZONING: R-10
USE: RESIDENTIAL
S 87°44'35" E
1325.06'
EX. PROPERTY LINE
EX. WETLAND
EX. SSMH-01
EX. SSMH-02
EX. SSMH-03
EX. SSMH-04
EX. SSMH-05
EX. SSMH-06
EX. SSMH-07
EX. SSMH-09
EX. SSMH-10
EX. SSMH-11
EX. SSMH-12
EX. SSMH-13
EX. SSMH-14
EX. 12" SS
INV=332.64' 15"RCP
INV=323.11' 24"RCP
INV=308.30' 60"DIP
INV=313.41' 30"RCP
EX. OVERHEAD POWER LINES
EX. ROW
EX. STORM DRAINAGE
EX. GUARDRAIL
EX. WATERLINE
EX. SIGN
EX. TREELINE
EX. FENCE
EX. RCP / STORM DRAINAGE
TOP=320.63'
INV=313.71' 24"RCP
TOP=319.40'
INV=312.84' BOTTOM OF BOX
TOP=319.40'
INV=313.62' 24"RCP
EX. GAS LINE
EX. WALL
EX. BUS STOP
EX. TRAFFIC SIGNAL BOX
EX. TRAFFIC SIGNAL POLE
EX. TRAFFIC SIGNAL CONTROLLER
EX. TRAFFIC SIGNAL MAST ARM
EX. TRAFFIC SIGNAL HEAD
EX. TRAFFIC SIGNAL PEDESTRIAN HEAD
EX. TRAFFIC SIGNAL PEDESTRIAN PUSH BUTTON
EX. TRAFFIC SIGNAL CONDUIT
EX. TRAFFIC SIGNAL PULL BOX
EX. TRAFFIC SIGNAL INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER INTERCONNECT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA ZONE
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA CONDUIT
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA PULL BOX
EX. TRAFFIC SIGNAL VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VIDEO DETECTION CAMERA POWER VI



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
- TOWN OF HOLLY SPRINGS ASPHALT PAVEMENT (SEE DETAIL ON C8.01)
- HEAVY DUTY ASPHALT PAVEMENT
- OPEN SPACE EASEMENT AREA
- TREE CONSERVATION AREA
- STREAM BUFFER
- ADA ACCESSIBLE EXTERIOR BUILDING ENTRANCE
- HEAVY DUTY CONCRETE PAVEMENT
- PubSDE — PUBLIC STORM DRAINAGE EASEMENT
- PvtSDE — PRIVATE STORM DRAINAGE EASEMENT
- TOHS-WE — TOWN OF HOLLY SPRINGS WATER EASEMENT
- EV — EVSE PARKING SPACE (LEVEL 2)
- EVR — EVSE READY PARKING SPACE (LEVEL 2)

GENERAL NOTES:

DESIRED PARKING (5 SPACES / 1000 SF)
(5 SPACES / 1000 SF) X 75,000 SF = 375 SPACES

PARKING PROVIDED = 365 SPACES

NOTES:

70,000 SF OFFICE AND 12,200 SF INTEGRATED CENTER WOULD HAVE REQUIRED 399 SPACES. PREVIOUS MAXED OUT PARKING COUNT WAS 369 SPACES (30 ADDITIONAL SPACES WOULD BE NEEDED

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

N

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL SEAL 034355 ENGINEER LINDA J. VASTA

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	202011026 6-OAS2
CHECKED BY	LJV
DRAWN BY	MEM
SCALE	1"=100'
DATE	09. 12. 2025

SHEET

MASTER SITE PLAN

C2.00

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-OAS2.dwg, 9/10/2025 8:30:12 AM, Harrison McDowell

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
- TOWN OF HOLLY SPRINGS ASPHALT PAVEMENT (SEE DETAIL ON C8.01)
- HEAVY DUTY ASPHALT PAVEMENT
- OPEN SPACE EASEMENT AREA
- TC — TREE CONSERVATION AREA
- STREAM BUFFER
- ADA ACCESSIBLE EXTERIOR BUILDING ENTRANCE
- HEAVY DUTY CONCRETE PAVEMENT
- PubSDE — PUBLIC STORM DRAINAGE EASEMENT
- PvtSDE — PRIVATE STORM DRAINAGE EASEMENT
- TOHS–WE — TOWN OF HOLLY SPRINGS WATER EASEMENT
- EV — EVSE PARKING SPACE (LEVEL 2)
- EVR — EVSE READY PARKING SPACE (LEVEL 2)

HINTON BLANCHE W
DB 12E – PG 1476
PIN: 0649799641
5641 EASTON ST
ZONING: R–10
USE: RESIDENTIAL

GONZALEZ RUBEN
DB 016465 – PG 02090
PIN: 0649890554
5637 EASTON ST
ZONING: R–10
USE: RESIDENTIAL

GONZALEZ RUBEN
DB 016465 – PG 02090
PIN: 0649891576
5637 EASTON ST
ZONING: R–10
USE: VACANT

GONZALEZ RUBEN RAMIREZ
DB 014955 – PG 02234
PIN: 0649892662
5637 EASTON ST
ZONING: R–10
USE: VACANT

MCCULLERS VINCENT
MCCULLERS CECILIA
DB 008389 – PG 02586
PIN: 0649893631
5629 EASTON ST
ZONING: R–10
USE: RESIDENTIAL

HOLLEMAN GERALD W
DB 016465 – PG 02096
PIN: 0649894545
5625 EASTON ST
ZONING: R–10
USE: RESIDENTIAL

RICHARDSON PAULINE
DB 017244 – PG 01562
PIN: 0649896601
5617 EASTON ST
ZONING: R–10
USE: RESIDENTIAL

PROPERTY LINE

30' UTILITY EASEMENT
BM. 1990, PG. 1026
BM. 2010, PG. 310

30' UNDISTURBED PERIMETER BUFFER

TREE CONSERVATION AREA 'A'

RETAINING WALL (DESIGN BY OTHERS)

30' ToHS–PUE

50' UNDISTURBED FREEWAY YARD/BUFFER AREA

TRACT 1
470,761 SF
10.81 AC.
ZONING: CB–CU

LOT 1
392,477 SF
9.01 AC.

BUILDING (A)
OFFICE
±25,290 SF (PLATE)
±75,871 TOTAL SF
BUILDING
HEIGHT: 51 FT

30' PUBLIC ACCESS AND UTILITY EASEMENT

HATCHING DENOTES HEAVY DUTY ASPHALT PAVEMENT (TYP.)

24' STANDARD CURB AND GUTTER

POTENTIAL AMENITY AREA (TYP.)

6' SIDEWALK (TYP.)

PRIVATE STREET "A"

50' MAXIMUM BUILDING SETBACK

6' STANDARD CROSSWALK

DUMPSTER IN ENCLOSURE

6' SIDEWALK (TYP.)

VARIABLE WIDTH PUBLIC STORMWATER ACCESS AND MAINTENANCE EASEMENT

STORMWATER CONTROL MEASURE "B"

LOT 2
69,277 SF
1.59 AC.

PROPOSED LOT LINE

PROPERTY LINE

BRICK PAVERS

HARDSCAPE SEATING AREA (SEE L5.02 FOR FURNISHING DETAILS)

STORMWATER CONTROL MEASURE "C"

MATCH LINE - SEE SHEET C2.04

EXISTING PEDESTRIAN TUNNEL

STAIRS (TYP.)

RETAINING WALL (DESIGN BY OTHERS, TYP.)

FALL PROTECTION FENCE (TYP.)

EXISTING NC HWY 55 BYPASS
(VARIABLE WIDTH CONTROLLED ACCESS R/W)
DB. 8337, PG. 1314

EXISTING R/W

RETAINING WALL (DESIGN BY OTHERS)

10' PAVED GREENWAY

VARIABLE WIDTH ToHS–WE

6' SIDEWALK (TYP.)

STORMWATER CONTROL MEASURE "D"

PRIVATE PARKING LOT

BOLLARD (TYP.)

6' STANDARD CROSSWALK

VARIABLE WIDTH PUBLIC STORMWATER ACCESS AND MAINTENANCE EASEMENT

5' SIDEWALK (TYP.)

WHEELSTOP (TYP.)

6' SIDEWALK (TYP.)

BIKERACK (TYP.)

BUILDING (B)
INTEGRATED CENTER
±12,200 SF (PLATE)
BUILDING
HEIGHT: 28 FT

LIGHT POLE (SEE DUKE ENERGY LIGHTING PLAN,TYP.)

10' YARD/SETBACK

VARIABLE WIDTH PUBLIC STORMWATER ACCESS AND MAINTENANCE EASEMENT

DUMPSTER IN ENCLOSURE

24.7' FOC–FOC
21' EOP–EOP

PRIVATE STREET "A"
(51' PUBLIC R/W)

51' R/W

MATCH LINE - SEE SHEET C2.05

PAVEMENT MARKING LEGEND

LANE LINES/MARKINGS
- T2 — 24" WHITE STOPBAR
- T3 — 24" WHITE CROSSWALK LINE
- TQ — 8" WHITE CROSSWALK LINE
- TO — 8" WHITE DIAGONAL

ARROWS/CHARACTERS
- UA — LEFT TURN ARROW
- UB — RIGHT TURN ARROW
- UF — COMBINATION LEFT / RIGHT ARROW

SIGNAGE LEGEND

1. STOP — MUTCD R1-1, 30"x30"
2. RESERVED PARKING / VAN ACCESSIBLE — MUTCD R7-8A
3. RESERVED PARKING — MUTCD R7-8

GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

GENERAL NOTES:

TOTAL PROVIDED PARKING = 370 SPACES

PREVIOUSLY APPROVED PARKING = 407 SPACES
MAX CHANGE IN PARKING FOR MINOR AMENDMENT = 407 SPACES X 10% = ±40 SPACES

MIN REQUIRED PARKING FOR MINOR AMENDMENT = 367 SPACES

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-OAS1.dwg, 9/10/2025 8:30:19 AM, Harrison McDowell

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

CLIENTS

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NC 27608
PHONE: 860. 478. 3151

DOWNTOWN HOUSING IMPROVEMENT CORPORATION (DHIC)
113 S WILMINGTON STREET
RALEIGH, NORTH CAROLINA 27601
PHONE: 919.600.5364

TING PARK COMMERCIAL TRACT AND SPORTSMANSHIP CROSSING

PRELIMINARY SITE PLAN
1317 N MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

REVISIONS

NO. DATE

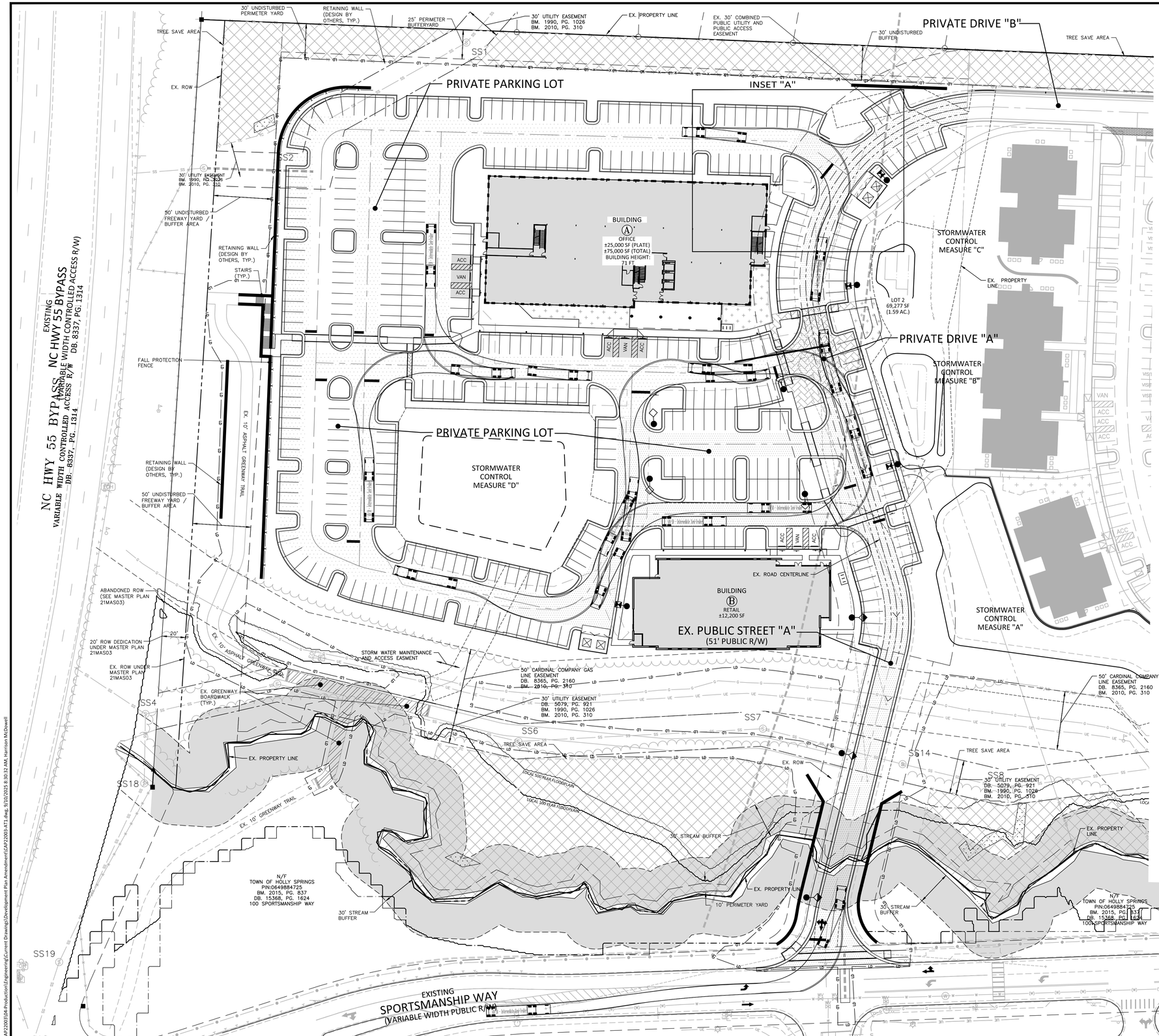
PLAN INFORMATION

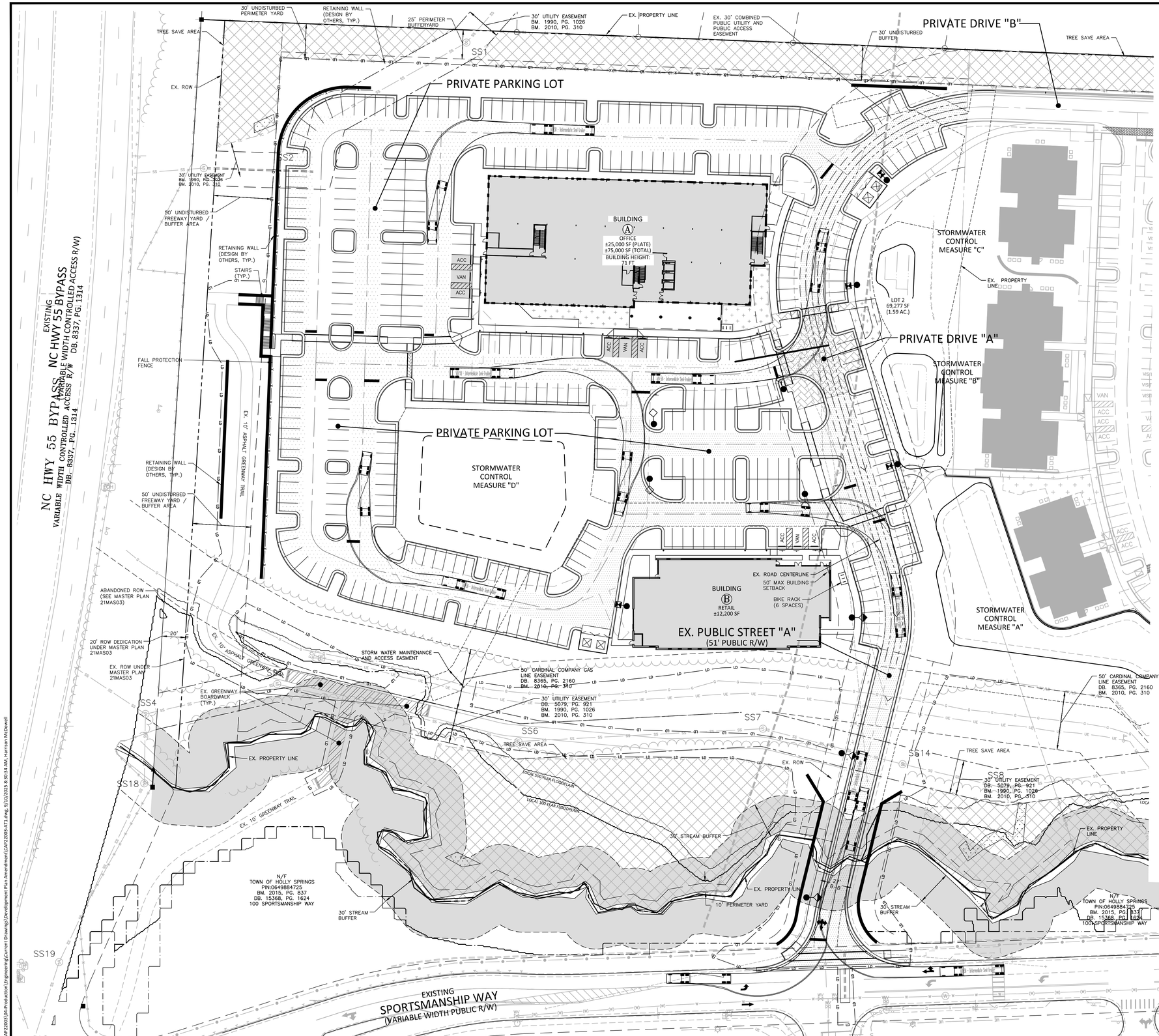
PROJECT NO.	CAP-22003 & 2020110368
FILENAME	CAP22003-OAS1
CHECKED BY	LJV / JRB / DMB
DRAWN BY	CAW
SCALE	1" = 30'
DATE	08. 22. 2025

SHEET

SITE PLAN

C2.01


30' UNDISTURBED PERIMETER YARD
RETAINING WALL (DESIGN BY OTHERS, TYP.)
25' PERIMETER BUFFERYARD
30' UTILITY EASEMENT BM. 1990, PG. 1026 BM. 2010, PG. 310
EX. PROPERTY LINE
EX. 30' COMBINED PUBLIC UTILITY AND PUBLIC ACCESS EASEMENT
30' UNDISTURBED BUFFER
PRIVATE DRIVE "B"
TREE SAVE AREA
EX. ROW
PRIVATE PARKING LOT
INSET "A"
SS1
SS2
30' UTILITY EASEMENT BM. 1990, PG. 1026 BM. 2010, PG. 310
50' UNDISTURBED FREEWAY YARD / BUFFER AREA
RETAINING WALL (DESIGN BY OTHERS, TYP.)
STAIRS (TYP.)
BUILDING (A) OFFICE ±25,000 SF (PLATE) ±75,000 SF (TOTAL) BUILDING HEIGHT: 71 FT.
ACC
VAN
ACC
STORMWATER CONTROL MEASURE "C"
EX. PROPERTY LINE
LOT 2 69,277 SF (1.59 AC.)
PRIVATE DRIVE "A"
STORMWATER CONTROL MEASURE "B"
FALL PROTECTION FENCE
EX. 10' ASPHALT GREENWAY TRAIL
PRIVATE PARKING LOT
STORMWATER CONTROL MEASURE "D"
RETAINING WALL (DESIGN BY OTHERS, TYP.)
50' UNDISTURBED FREEWAY YARD / BUFFER AREA
EX. ROAD CENTERLINE
BUILDING (B) RETAIL ±12,200 SF
EX. PUBLIC STREET "A" (51' PUBLIC R/W)
STORMWATER CONTROL MEASURE "A"
ABANDONED ROW (SEE MASTER PLAN 21MAS03)
20' ROW DEDICATION UNDER MASTER PLAN 21MAS03
EX. ROW UNDER MASTER PLAN 21MAS03
20'
EX. 10' ASPHALT GREENWAY TRAIL
STORM WATER MAINTENANCE AND ACCESS EASMENT
EX. GREENWAY BOARDWALK (TYP.)
50' CARDINAL COMPANY GAS LINE EASEMENT DB. 8365, PG. 2160 BM. 2010, PG. 310
30' UTILITY EASEMENT DB. 5079, PG. 921 BM. 1990, PG. 1026 BM. 2010, PG. 310
SS4
SS6
SS7
SS8
SS14
SS18
SS19
TREE SAVE AREA
EX. PROPERTY LINE
EX. ROW
TOCA 500 YEAR FLOODPLAIN
LOCAL 100 YEAR FLOODPLAIN
30' STREAM BUFFER
EX. 10' GREENWAY TRAIL
N/F TOWN OF HOLLY SPRINGS PIN:0649884725 BM. 2015, PG. 837 DB. 15368, PG. 1624 100 SPORTSMANSHIP WAY
EX. PROPERTY LINE
10' PERIMETER YARD
30' STREAM BUFFER
30' STREAM BUFFER
N/F TOWN OF HOLLY SPRINGS PIN:0649884205 BM. 2015, PG. 837 DB. 15368, PG. 1624 100 SPORTSMANSHIP WAY
EXISTING SPORTSMANSHIP WAY (VARIABLE WIDTH PUBLIC R/W)
EXISTING NC HWY 55 BYPASS (VARIABLE WIDTH CONTROLLED ACCESS R/W) DB. 8337, PG. 1314
NC HWY 55 BYPASS (VARIABLE WIDTH CONTROLLED ACCESS R/W) DB. 8337, PG. 1314
EX. ROW
TREE SAVE AREA
EX. 30' COMBINED PUBLIC UTILITY AND PUBLIC ACCESS EASEMENT
EX. PROPERTY LINE
TREE SAVE AREA
EX. PROPERTY LINE
EX. PROPERTY LINE
EX. PROPERTY LINE



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
- ACCESSIBLE ROUTE
- PHASE LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- HEAVY DUTY ASPHALT PAVEMENT
- TREE CONSERVATION AREA
- STREAM BUFFER
- ADA ACCESSIBLE EXTERIOR BUILDING ENTRANCE

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

N

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASIL

REVISIONS

NO.	DATE

PLAN INFORMATION

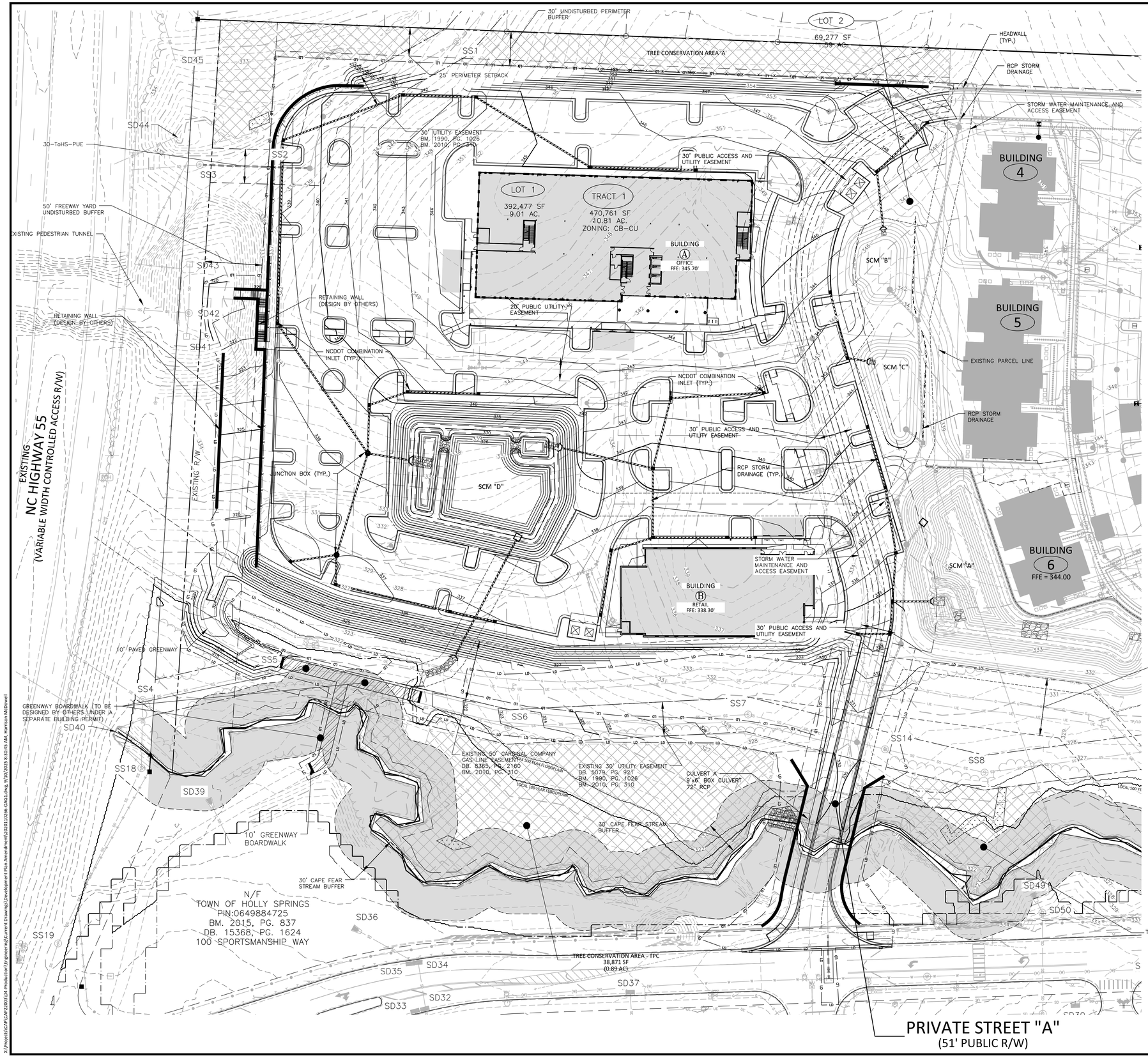
PROJECT NO.	CAP-22003
FILENAME	CAP22003-AT1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	1"=40'
DATE	09. 12. 2025

SHEET

TURN TEMPLATES
2 OF 2

C2.03

X:\Projects\CAP\CAP22003\104-Production\Engineering\Current Drawing\Development Plan Amendment\CAP22003-AT1.dwg, 9/10/2025 8:39:34 AM, Harrison McDowell



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 — 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)
- TC — TC — TC — TREE CONSERVATION AREA
- STREAM BUFFER

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

N

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4
1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL SEAL 034355 ENGINEER LINDA J. VASU
EXPIRATION 12/31/2026
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	2020110266-OAG1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	1"=40'
DATE	09. 12. 2025

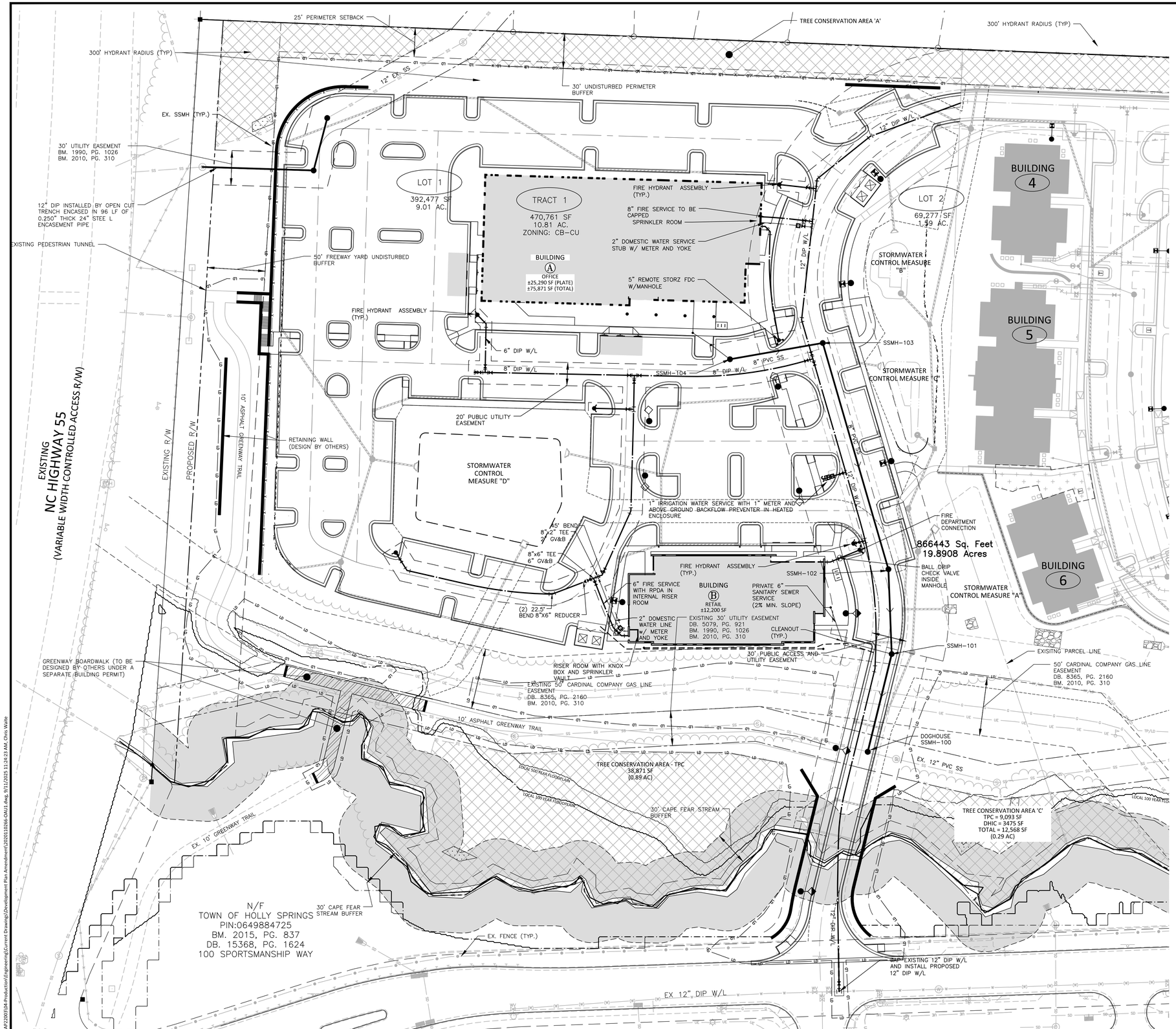
SHEET

OVERALL GRADING PLAN

C3.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\CAP\22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\2020110266-OAG1.dwg, 9/10/2025 8:30:45 AM, Harrison McDowell



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

GRAPHIC SCALE
0 20 40 80
1 inch = 40 ft.

UTILITY NOTES:

1. ALL FDC'S SHALL BE INSTALLED IN ACCORDANCE WITH HSED&CS. THEY SHALL HAVE A 5" STORTZ CONNECTION.
2. WALL MOUNTED FDC'S ALLOWED ON A SINGLE STORY BUILDINGS ONLY. MULTISTORY BUILDINGS REQUIRE REMOTE FDC'S.
3. MIN. 6" ADDRESS/SUITE NUMBERS REQUIRED.
4. KNOX BOX REQUIRED AT RISER ROOM DOOR.
5. BACKFLOW PREVENTER FOR FIRE AND DOMESTIC SERVICE TO BE LOCATED INSIDE OF THE BUILDING. BACKFLOW PREVENTERS ARE TO BE RPZ.

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASIL

REVISIONS

NO.	DATE

PLAN INFORMATION

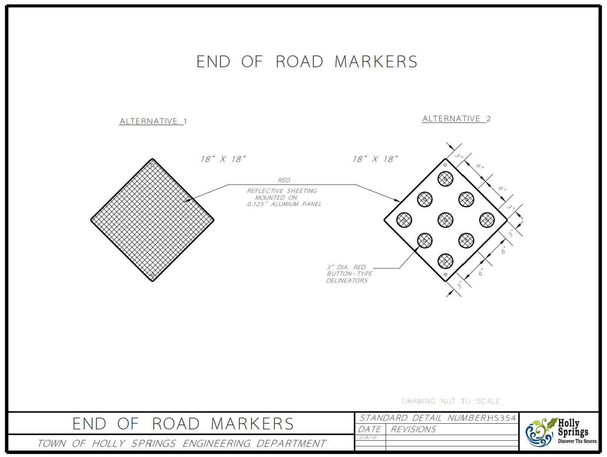
PROJECT NO.	CAP-22003
FILENAME	2020110266-OAU1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	1"=40'
DATE	09. 12. 2025

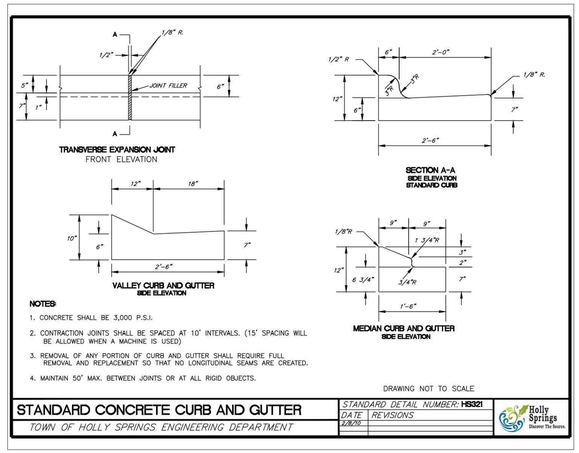
SHEET

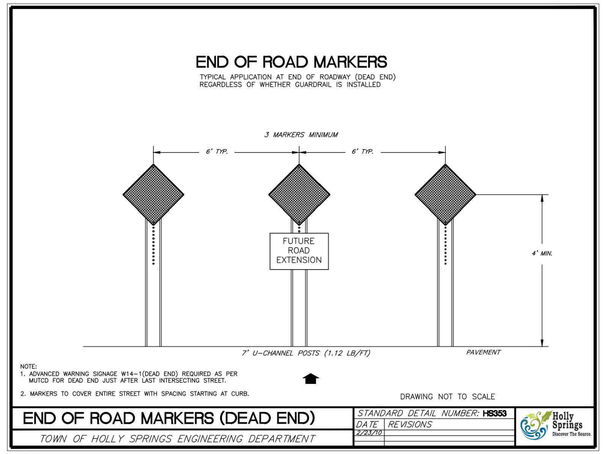
OVERALL UTILITY PLAN

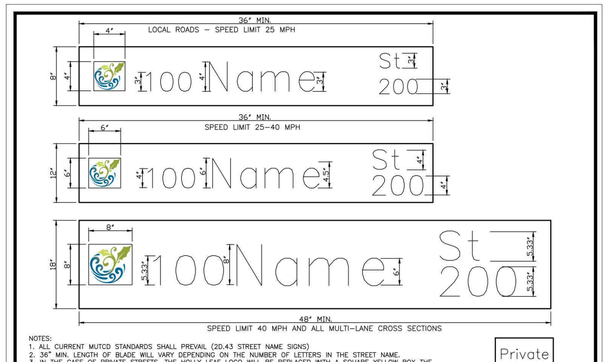
C4.00

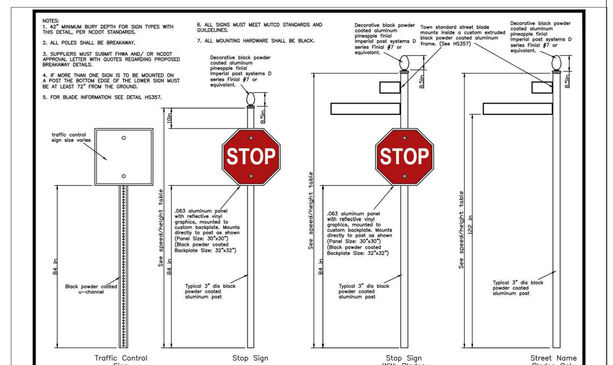
X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\2020110266-OAU1.dwg, 9/11/2025 11:24:23 AM, Chris Waite

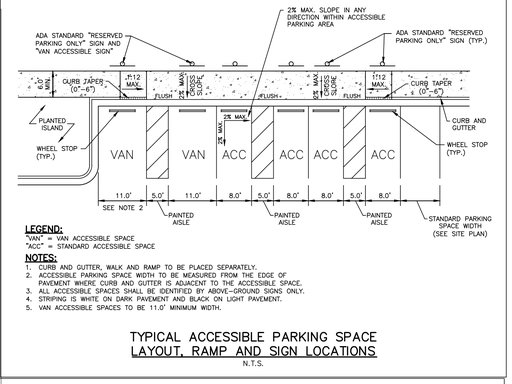


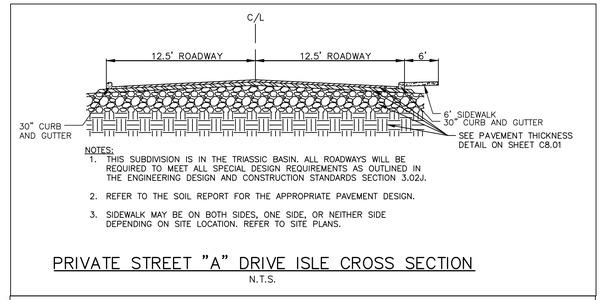


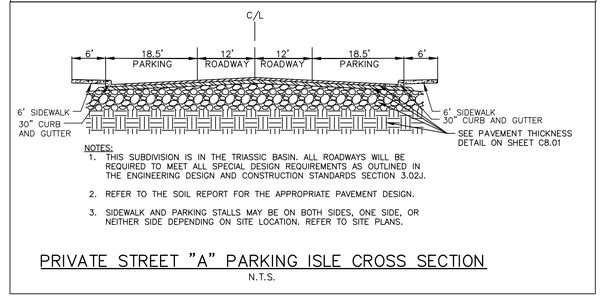


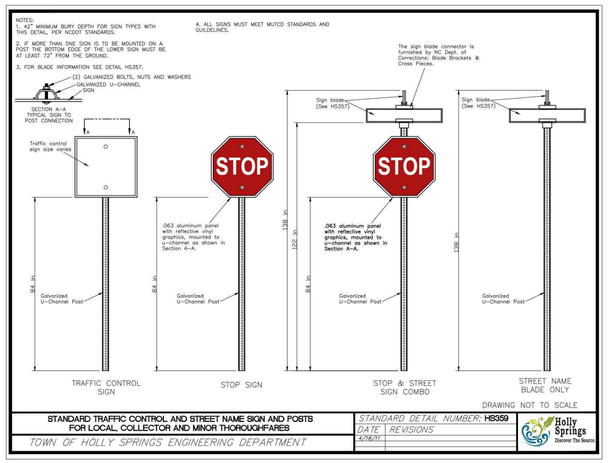




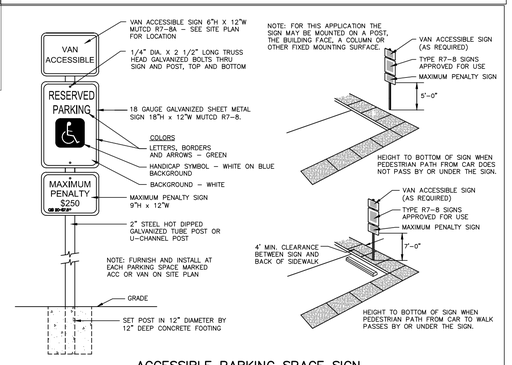








ALL TRAFFIC CONTROL AND STREET NAME SIGNS AND POSTS ALONG THOROUGHFARES SHALL FOLLOW TOWN STANDARD DETAIL HS360..



Master Architectural Plan
All building and structures, including building additions and accessory structures, shall comply with the provisions of the UDO Section 3.08 (Nonresidential and Mixed Use: Section 3.08, Architectural and Site Design Requirements for Commercial/Mixed Use Districts: or UDO Section 2.07 Architectural and Site Design Review) with appropriate variations introduced based on building type, scale/height to allow for architectural diversity and interest. The Master Architectural Plan does not supersede the requirements contained within UDO Section 3.08 or 2.07 but shall be used to reinforce common elements of design where specified.

Architectural Theme
In order to encourage creativity and uniqueness in architectural design and style, there shall be no specific architectural theme defined. The design and style of the buildings shall vary depending on the uses associated with them and their location within the Master Plan area.

Four–sided (360–degree) architecture shall be incorporated on all building elevations.

The use of prototype design shall be prohibited.

The architectural theme shall make use of both Continuity and Variation:
1. **Buildings shall be designed to have architectural continuity through the use of common building materials and finishes for metals as specified.**
2. **Variation is to be implemented to provide an appropriate design response for the building use through variations in floor heights, window sizes, and material selection.**
3. **Retail building located between housing and office building shall pull materials and colors from each building to help tie the site together to create a uniform development while allowing each use to have its own character.**

Nonresidential/Mixed Use Building Materials, Colors, Textures and Architecture

1. **Building Materials.**

Building Materials shall be subject to UDO Section 3.08 A. 1. c. (1) Building Materials, provided however that the following shall also apply:
- **(a) Building Material – Use of precast stone for building base with precast accents**
  - **a. Precast shall match or coordinate with other existing projects on site in color and texture.**
- **(a) Building Material – Use of anodized aluminum window frames**
- **(b) Parapet to be painted fiber cement or other coordinating material approved by the UDO.**
- **(c) All ground floor windows, and glass doors shall be clear glass. Spandrel glass on the ground floor may be allowed in areas where clear glass is not appropriate, provided that the color of the glass is a solid color black or gray.**

Residential Building Materials, Colors, Textures and Architecture.

1. **Building Materials**

Building materials shall be consistent with UDO Section 2.07

Mechanical Equipment
1. **Exterior wall mounted mechanical equipment (such as electrical boxes, electrical meters, etc.) shall be painted to match the primary façade of the building except when prohibited by federal, state, or local law or code.**
2. **Exterior wall mounted pipes, tubes, or other such materials shall be painted to match the primary building material except when prohibited by federal, state, or local law or code.**
3. **Roof mounted equipment to be screened from view at the ground elevation.**

Fencing
All fencing located between front building line and front lot lines shall be black ornamental fencing, see civil drawing C8.02 for style.
Fencing along rear lines to be chain link with black vinyl coating, see civil drawings for detail.

Pedestrian Crosswalk accent
Brick pattern to accent pedestrian crosswalks, see civil drawing C8.02 for style.

Planter boxes in public areas
Planters style to match that shown on L5.02

Site Lighting
Site lighting to be coordinated with Duke, see civil drawing C8.02 for styles. Color to be black or dark bronze.

Signage
Signs to be submitted in separate packages to the town but shall comply with UDO requirements for sizes and locations.

Additional Standards
Sign poles, sign pole bases and traffic bollards are to be black.

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901
CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN
DEVELOPMENT PLANS - AMENDMENT #4
1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASIL NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	N.T.S.
DATE	09. 12. 2025

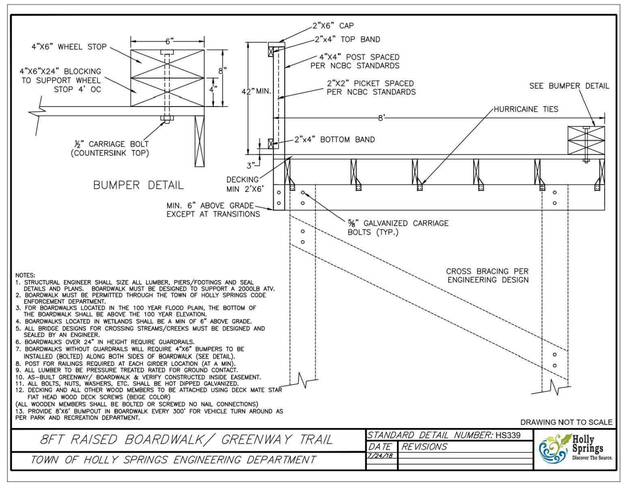
SHEET

SITE DETAILS

C8.00

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\CAP22003-D1.dwg, 9/10/2025 8:31:02 AM, Harrison McDowell

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

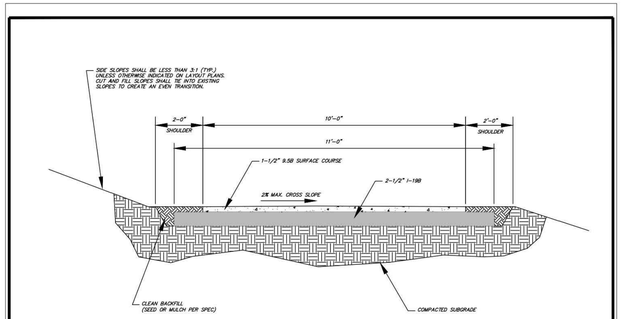


8FT RAISED BOARDWALK/ GREENWAY TRAIL

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS339

DATE	REVISIONS
7/24/18	



NOTES:

1. CROSS SLOPE DIRECTION VARIES. SEE LAYOUT PLANS FOR DIRECTION OF SLOPE.
2. CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ALL SLOPES DISTURBED BY CONSTRUCTION.

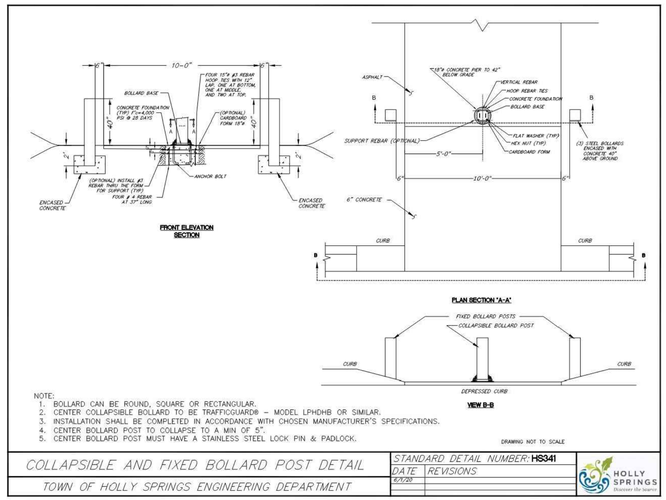
DRAWING NOT TO SCALE

10' ASPHALT GREENWAY TRAIL

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS340

DATE	REVISIONS
7/16/18	



NOTE:

1. BOLLARD CAN BE ROUND, SQUARE OR RECTANGULAR.
2. CENTER COLLAPSIBLE BOLLARD TO BE TRAFFICGUARD® – MODEL LPHDHB OR SIMILAR.
3. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH CHOSEN MANUFACTURER'S SPECIFICATIONS.
4. CENTER BOLLARD POST TO COLLAPSE TO A MIN OF 5°.
5. CENTER BOLLARD POST MUST HAVE A STAINLESS STEEL LOCK PIN & PADLOCK.

DRAWING NOT TO SCALE

COLLAPSIBLE AND FIXED BOLLARD POST DETAIL

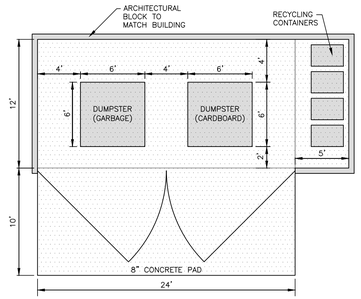
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS341

DATE	REVISIONS
8/1/20	

NOTES:

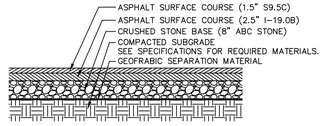
1. DUMPSTER PAD AND APPROACH PAD SHOULD BE 8" THICK CONCRETE REINFORCED WITH REBAR PER GEOTECHNICAL ENGINEER'S RECOMMENDATION
2. CURBS OR BUMPERS AT THE REAR OF EACH DUMPSTER ARE REQUIRED.
3. SEE ARCHITECTURAL DRAWINGS FOR ENCLOSURE AND GATE MATERIALS AND CONSTRUCTION INSTRUCTIONS.
4. IF THE 2 GATES ARE INCLUDED FOR EACH DUMPSTER WITH A POST IN THE CENTER, THE PAD MUST BE AN ADDITIONAL 4' WIDE.
5. ENCLOSURE WALLS SHALL BE A MINIMUM 6" HIGHER THAN THE DUMPSTERS, BUT NO LESS THAN 6' HIGH.



STANDARD DUMPSTER ENCLOSURE

N.T.S.

NOTE:
THE PAVEMENT SECTIONS SHOWN ARE PRELIMINARY. THE CONTRACTOR SHALL VERIFY PAVEMENT DESIGN WITH THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

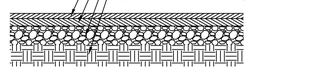


SUBGRADE COMPACTED TO A MINIMUM 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) REFER TO SOILS REPORT IF AVAILABLE.

ON-SITE ASPHALT HEAVY DUTY TRAFFIC PAVEMENT DETAIL

N.T.S.

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.

NOTE: THIS SUBDIVISION IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02J.

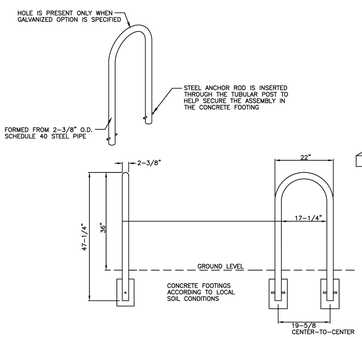
ON-SITE ASPHALT PARKING PAVEMENT DETAIL

N.T.S.

PROPOSED MINIMUM PAVEMENT SECTIONS

MATERIAL	FLEXIBLE PAVEMENT		RIGID PAVEMENT
	Heavy Duty	Light Duty	Heavy Duty
Portland Cement Concrete Air-Entrained (f'_c = 4000 psi)	-	-	5 in.
AC Surface Course HMA Superpave – 9.5mm	2.5 in	2 in	-
AC Base Course HMA Superpave – 19mm	-	-	-
Aggregate Base Course (ABC)	8 in	6 in	6 in

TOWN OF HOLLY SPRINGS HAS MORE STRIGENT REQUIREMENT THEN SPECIFIED IN THE GEOTECH REPORT. SEE HEAVY DUTY PAVEMENT SECTION DETAIL FOR REQUIRED THICKNESS TO BE USED.



NOTES:

1. ALL FABRICATED METAL COMPONENTS TO BE STEEL SHOTBLASTED, ETCHED, PHOSPHATIZED, PREHEATED, AND ELECTROSTATICALLY POWDER-COATED WITH T.G.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PREHEATED, PREHEATED AND COATED WHILE HOT TO FILL CREVICES AND BUILD COATING FILM. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE FILM THICKNESS OF THE RESULTING FINISH AVERAGES 8–10 MILS (200–250 MICRONS).
2. THIS BIKE RACK MUST BE PERMANENTLY AFFIXED IN THE GROUND.
3. BIKE RACK MANUFACTURED BY SECURE SITE DESIGN OR SIMILAR.
4. MIN. 3 RACKS REQUIRED TO PROVIDE 6 BIKE SPACES.

DRAWING NOT TO SCALE

STANDARD IN-GROUND MOUNT BIKE RACK

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS007

DATE	REVISIONS
6/17/16	

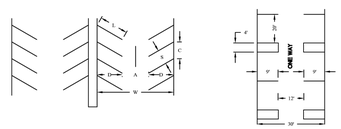
FIGURE 2

PARKING LOT STALL DIMENSIONS

APPLICATION		(S) STALL WIDTH (Feet)	(C) STALL LENGTH (Feet)	(D) STALL DEPTH (Feet)	(L) LINEAR DEPTH (Feet)	(A) AISLE WIDTH (Feet)	(W) MODULE WIDTH (Feet)
DIMENSIONS FOR 90-DEGREE PARKING							
CUSTOMER high turnover	RECOMMENDED MINIMUM	10 9.5	10 9.5	18 18	18 18	24 25	60 61
CUSTOMER AND EMPLOYEE low turnover	RECOMMENDED STANDARD MINIMUM	10 9.5 9	10 9.5 9	18 18 18	18 18 18	23 24 25	59 60 61
DIMENSIONS FOR 60-DEGREE PARKING							
APPLICATION		(S) STALL WIDTH (Feet)	(C) STALL LENGTH (Feet)	(D) STALL DEPTH (Feet)	(L) LINEAR DEPTH (Feet)	(A) AISLE WIDTH (Feet)	(W) MODULE WIDTH (Feet)
CUSTOMER high turnover	RECOMMENDED MINIMUM	10 9.5	11.5 11	15.6 15.6	18 18	22.8 23.8	54 55
CUSTOMER AND EMPLOYEE low turnover	RECOMMENDED STANDARD MINIMUM	10 9.5 9	11.5 11 10.4	15.6 15.6 15.6	18 18 18	20.8 21.8 22.8	52 53 54
DIMENSIONS FOR 45-DEGREE PARKING							
APPLICATION		(S) STALL WIDTH (Feet)	(C) STALL LENGTH (Feet)	(D) STALL DEPTH (Feet)	(L) LINEAR DEPTH (Feet)	(A) AISLE WIDTH (Feet)	(W) MODULE WIDTH (Feet)
CUSTOMER high turnover	RECOMMENDED MINIMUM	10 9.5	14.1 13.4	12.7 12.7	18 18	22.6 22.6	48 48
CUSTOMER AND EMPLOYEE low turnover	RECOMMENDED STANDARD MINIMUM	10 9.5 9	14.1 13.4 12.7	12.7 12.7 12.7	18 18 18	21.6 22.6 23.6	47 48 49

PROVIDE 4'-6" OF SPACING BETWEEN ABUTTING PARKING BAYS

NOTE: C=S FOR 90 DEGREE PARKING
D=L FOR 90 DEGREE PARKING
L=18 FT (FACE TO CURB)



DRAWING NOT TO SCALE

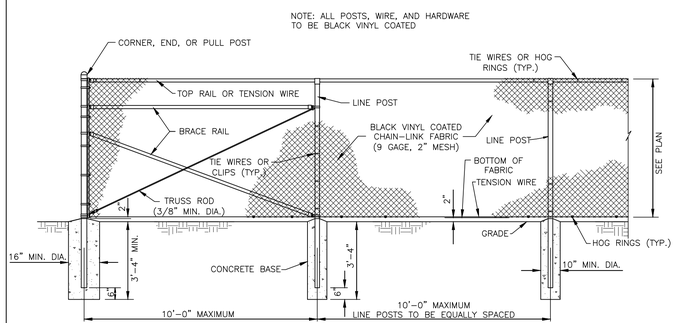
PARKING LOT STALL DIMENSIONS

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS350

DATE	REVISIONS
2/8/10	

NOTE: ALL POSTS, WIRE, AND HARDWARE TO BE BLACK VINYL COATED



NOTE:
GATES ARE TO BE A DURABLE MATERIAL (EXCLUDING WOOD) AND OPAQUE

CHAIN-LINK FENCE (BLACK VINYL COATED) DETAIL

N.T.S.

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LICENSED ENGINEER LINDA J. VASIL NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	LJV
DRAWN BY	MEM
SCALE	N.T.S.
DATE	09. 12. 2025

SHEET

SITE DETAILS

C8.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-D1.dwg, 9/10/2025 8:31:08 AM, Harrison McDowell

DUKE ENERGY. PROGRESS

Outdoor Lighting

Enterprise LED



Illuminate streetscapes and pedestrian areas with the Enterprise LED. This sleek, energy-efficient fixture will add modern appeal to any neighborhood or park.

LED *(Light Emitting Diode)*	50 watts
Mounting heights	12', 13', 16'
Color	Black
Poles	Smooth round concrete Fluted concrete Fiberglass Decorative aluminum

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

Outdoor Lighting

Sanibel LED



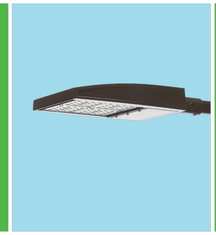
The beauty of the stylish Sanibel LED is its remarkable versatility. Its sleek simplicity, with a gently curved bracket that helps cast light downward, is at home virtually anywhere – from more formal traditional neighborhoods to beachfront communities and other casual locales.

LED *(Light Emitting Diode)*	75 watts, 150 watts
Mounting heights	12', 16', 29'
Color	Black
Pole	Smooth round concrete

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at **866.769.6417**.

Outdoor Lighting

Shoebox LED



The energy-efficient Shoebox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoebox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

LED *(Light Emitting Diode)*	150, 220, 420, 530 watts
Mounting heights	25', 30', 35'
Colors	Black Bronze Gray White
Poles	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal

Note: 35' pole available in black or bronze only.

For additional information, visit us at
duke-energy.com/OutdoorLighting
or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

*BUILDING A **SMARTER** ENERGY FUTURE®*



Boulevard Screen wood planters are made with a robust FRP fiberglass liner to make a beautiful, long-lasting commercial grade wood planter. The planter integrates bracket pockets into the interior wall. Brackets mount to either a 3D trellis panel or laser-cut windscreen or privacy panel. Check with your salesperson for alternative shapes or sizes.

Boulevard Screen Wood Planters

Part. No.	Trellis Grid	Total Height to top of Screen	Exterior Size	Weight (lbs.)	Soil Volume (cubic ft.)	Matching Irrigation
BVX3-481824-78	3"	78"	48"L x 18"W x 24"H	143	10.5	CWM-R1620-2k
BVX6-481824-78	6"	78"	48"L x 18"W x 24"H	146	10.5	CWM-R1620-2k
BVX-481824-78	Use WXS screen	78"	48"L x 18"W x 24"H	129	10.5	CWM-R1620-2k
BVX3-482424-78	3"	78"	48"L x 24"W x 24"H	161	13	CWM-R1620-2k
BVX6-482424-78	6"	78"	48"L x 24"W x 24"H	164	13	CWM-R1620-2k
BVX-482424-78	Use WXS screen	78"	48"L x 24"W x 24"H	147	13	CWM-R1620-2k
BVX3-721824-78	3"	78"	72"L x 18"W x 24"H	190	15.5	CWM-R1620-3k
BVX6-721824-78	6"	78"	72"L x 18"W x 24"H	193	15.5	CWM-R1620-3k
BVX-721824-78	Use WXS screen	78"	72"L x 18"W x 24"H	169	15.5	CWM-R1620-3k
BVX3-722424-78	3"	78"	72"L x 24"W x 24"H	214	21.5	CWM-R1620-3k
BVX6-722424-78	6"	78"	72"L x 24"W x 24"H	217	21.5	CWM-R1620-3k
BVX-722424-78	Use WXS screen	78"	72"L x 24"W x 24"H	193	21.5	CWM-R1620-3k
BVX3-961824-78	3"	78"	96"L x 18"W x 24"H	242	21	CWM-R1620-4k
BVX6-961824-78	6"	78"	96"L x 18"W x 24"H	247	21	CWM-R1620-4k
BVX-961824-78	**Call for Information**	78"	96"L x 18"W x 24"H	214	21	CWM-R1620-4k
BVX3-962424-78	3"	78"	96"L x 24"W x 24"H	272	29	CWM-R1620-4k
BVX6-962424-78	6"	78"	96"L x 24"W x 24"H	277	29	CWM-R1620-4k
BVX-962424-78	**Call for Information**	78"	96"L x 24"W x 24"H	241	29	CWM-R1620-4k
BVX3-481836-90	3"	90"	48"L x 18"W x 36"H	198	16	CWM-R1620-2k
BVX6-481836-90	6"	90"	48"L x 18"W x 36"H	201	16	CWM-R1620-2k
BVX-481836-90	Use WXS screen	90"	48"L x 18"W x 36"H	184	16	CWM-R1620-2k
BVX3-721836-90	3"	90"	72"L x 18"W x 36"H	265	24	CWM-R1620-3k
BVX6-721836-90	6"	90"	72"L x 18"W x 36"H	268	24	CWM-R1620-3k
BVX-721836-90	Use WXS screen	90"	72"L x 18"W x 36"H	244	24	CWM-R1620-3k
BVX3-961836-90	3"	90"	96"L x 18"W x 36"H	338	31.5	CWM-R1620-4k
BVX6-961836-90	6"	90"	96"L x 18"W x 36"H	343	31.5	CWM-R1620-4k
BVX-961836-90	**Call for Information**	90"	96"L x 18"W x 36"H	310	31.5	CWM-R1620-4k
WXS-4848	Patterns 2, 3, 4, 6, 7, 8		48"L x 48"W	30-40	Wind screen or privacy panel	
WXS-7248	Patterns 2, 3, 4, 6, 7, 8		72"L x 48"W	45-60	Wind screen or privacy panel	

Note: For BVX versions 96" long with privacy screen, they are not 2 panels; please call for options.

Tournesol SITEWORKS

Echelon Plus



ORNAMENTAL ALUMINUM FENCE

Echelon Plus has taken the *quality and performance* of aluminum ornamental fencing to a higher level. The strength characteristics of the *reinforced rail and posts*, coupled with a *superior powder coat finish* make Echelon Plus the *most durable .75" ornamental picket product on the market.*

PRIMARY APPLICATIONS

- *Municipal Facilities*
- *Childcare Facilities*
- *Coastal Environments*
- *Parks & Recreation*
- *Schools*





FENCE PRODUCTS
AMERISTARFENCE.COM | *888-333-3422*
Experience a safer and more open world

AMERISTAR
ASSA ABLOY



DECORATIVE PEDESTRIAN CROSSING
*ALL PEDESTRIAN CROSSINGS SHALL BE STAMPED ASPHALT, RED, IN DIAGONAL HERRINGBONE PATTERN OR SIMILAR APPROVED BY OWNER AND THE TOWN OF HOLLY SPRINGS

Stamped Asphalt Cable Stamping Patterns

Pattern: Diagonal Herringbone
Item No: CSTA-HBD
Brick size: 9.75" x 4.75" (24.75 cm x 12.0 cm)
Cable size: .325" (.825 cm)

Pattern Paving Products
1750 Hwy 160 West
Unit 101-222
Fort Mill, SC 29708
888-434-8611 toll free
704-996-7248 direct
215-893-4827 fax
www.patternpaving.com

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN
COMMERCIAL TRACT
DEVELOPMENT PLAN
DEVELOPMENT PLANS - AMENDMENT #4
1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASILOPOULOS

REVISIONS

NO. DATE

PLAN INFORMATION

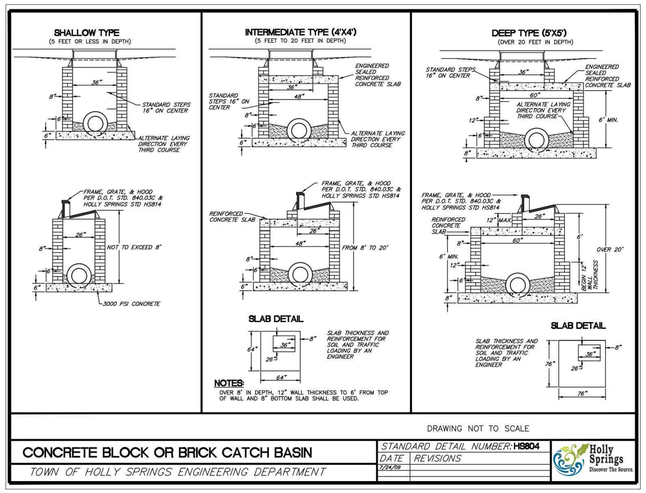
PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	LJV
DRAWN BY	MEM
SCALE	N.T.S.
DATE	09. 12. 2025

SHEET

SITE DETAILS

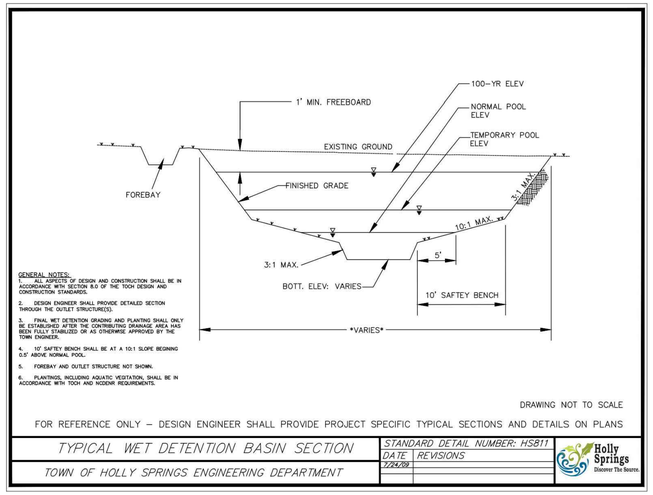
C8.02

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\CAP22003-D1.dwg, 9/10/2025 8:31:13 AM, Harrison McDowell



DRAWING NOT TO SCALE

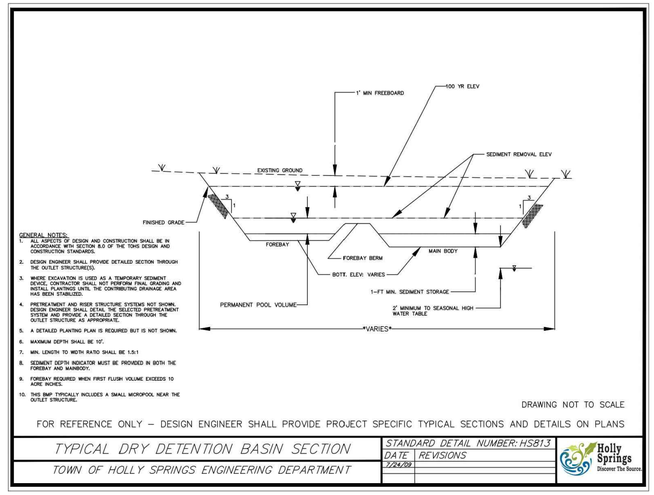
CONCRETE BLOCK OR BRICK CATCH BASIN	STANDARD DETAIL NUMBER: HS804
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



DRAWING NOT TO SCALE

FOR REFERENCE ONLY – DESIGN ENGINEER SHALL PROVIDE PROJECT SPECIFIC TYPICAL SECTIONS AND DETAILS ON PLANS

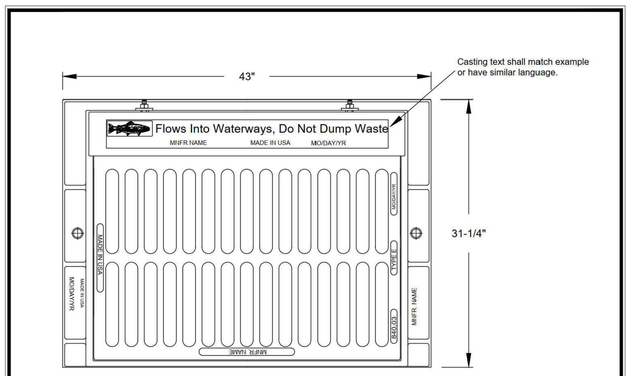
TYPICAL WET DETENTION BASIN SECTION	STANDARD DETAIL NUMBER: HS811
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



DRAWING NOT TO SCALE

FOR REFERENCE ONLY – DESIGN ENGINEER SHALL PROVIDE PROJECT SPECIFIC TYPICAL SECTIONS AND DETAILS ON PLANS

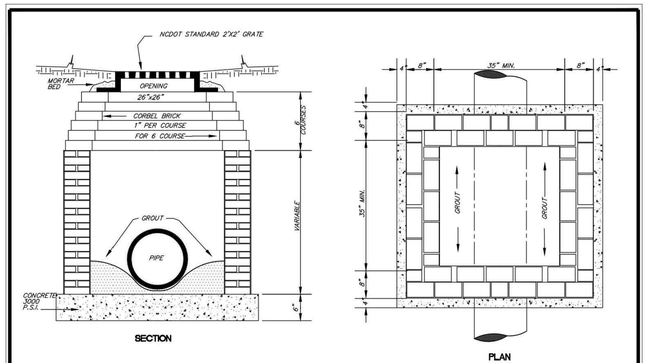
TYPICAL DRY DETENTION BASIN SECTION	STANDARD DETAIL NUMBER: HS813
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



MUST MEET NCDOT STANDARDS
ROADWAY STANDARD DRAWING 840.03

DRAWING NOT TO SCALE

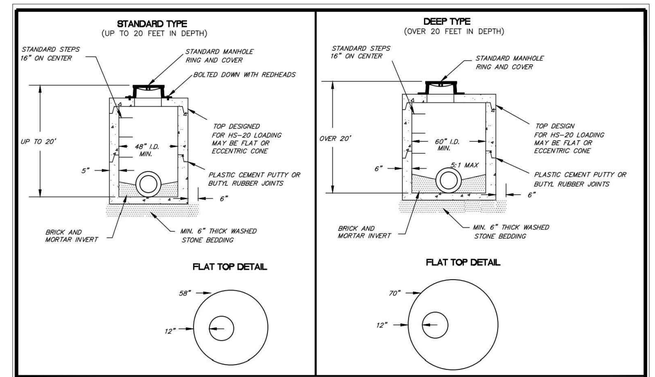
STANDARD FRAME LABEL FOR CATCH BASIN	STANDARD DETAIL NUMBER: HS814
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



NOTES:
1. EITHER SOLID BRICK, SOLID BLOCK OR PRECAST CONCRETE MAY BE USED.
2. FOR 24" R.C.P. AND LARGER USE PIPE DIA. PLUS 12" FOR MINIMUM INSIDE DIMENSION.
3. GRATED INLETS SHALL NOT BE USED WITHIN TRAVEL AREAS WITHOUT APPROVAL OF DIRECTOR OF ENGINEERING.
4. STANDARD STEPS REQUIRED @ 16" O.C. WHERE DEPTH EXCEEDS 3'.

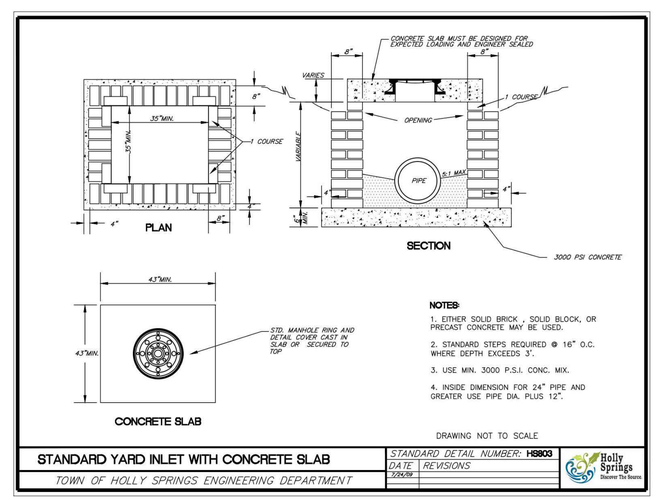
DRAWING NOT TO SCALE

STANDARD YARD INLET WITH GRATE AND FRAME	STANDARD DETAIL NUMBER: HS802
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



DRAWING NOT TO SCALE

PRECAST CONCRETE MANHOLE STORM DRAINAGE JUNCTION BOX	STANDARD DETAIL NUMBER: HS801
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09



NOTES:
1. EITHER SOLID BRICK , SOLID BLOCK, OR PRECAST CONCRETE MAY BE USED.
2. STANDARD STEPS REQUIRED @ 16" O.C. WHERE DEPTH EXCEEDS 3'.
3. USE MIN. 3000 P.S.I. CONC. MIX.
4. INSIDE DIMENSION FOR 24" PIPE AND GREATER USE PIPE DIA. PLUS 12".

DRAWING NOT TO SCALE

STANDARD YARD INLET WITH CONCRETE SLAB	STANDARD DETAIL NUMBER: HS803
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/24/09

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASTI
NOT RELEASED FOR CONSTRUCTION

REVISIONS

NO. DATE

PLAN INFORMATION

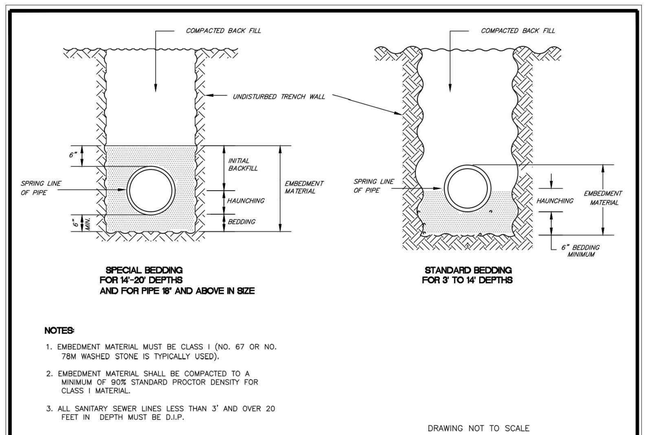
PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	N.T.S.
DATE	09. 12. 2025

SHEET

STORM DETAILS

C8.03

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-D1.dwg, 9/10/2025 8:31:18 AM, Harrison McDowell

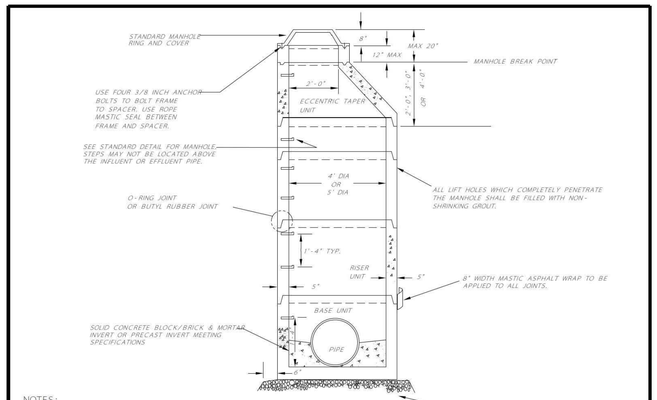


NOTES:

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: 1/24/08

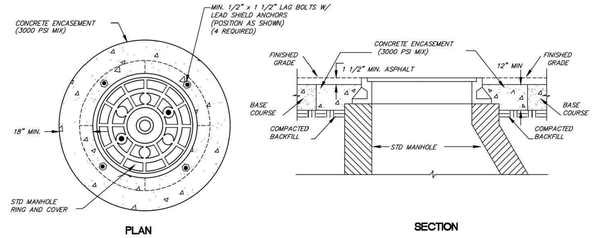


NOTES:

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

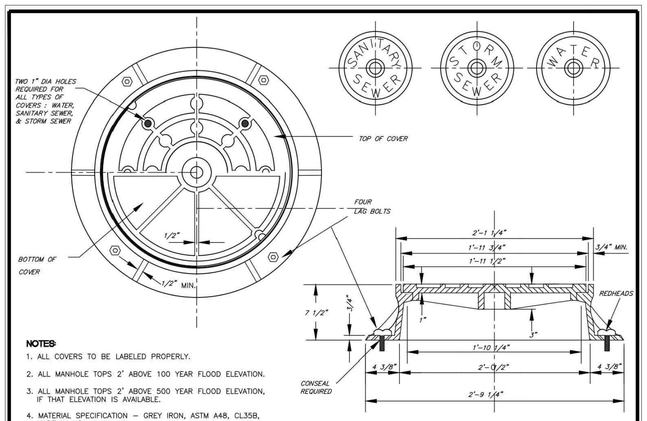


NOTES:

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 H2O LOADING NCDOT NO 840.54.

DRAWING NOT TO SCALE

STANDARD MANHOLE RING AND COVER ENCASEMENT FOR MANHOLES LOCATED IN PAVED AREAS	STANDARD DETAIL NUMBER: HS710
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

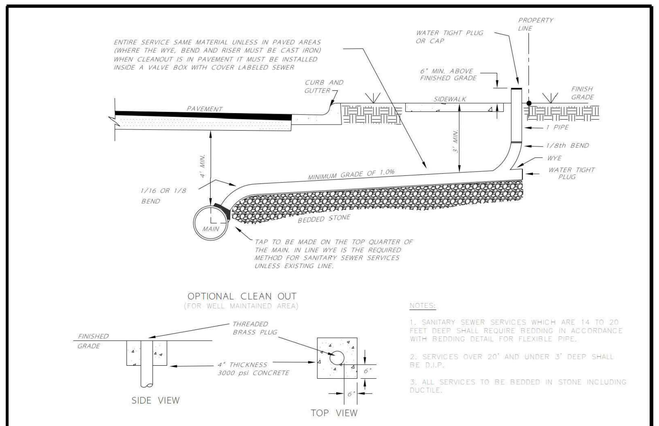


NOTES:

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: HS711
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

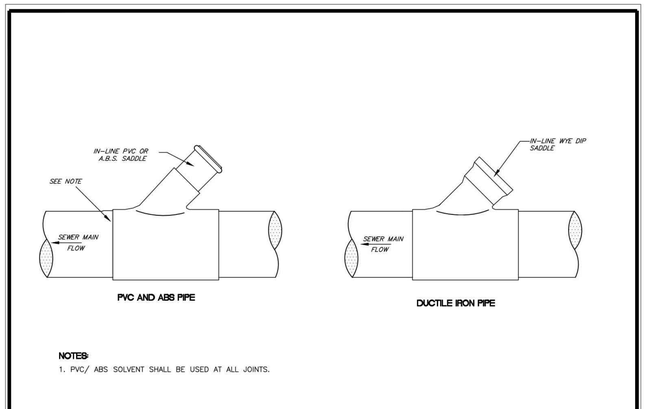


NOTES:

1. SANITARY SEWER SERVICES WHICH ARE 14 TO 20 FEET DEEP SHALL REQUIRE BEDDING IN ACCORDANCE WITH BEDDING DETAIL FOR FLEXIBLE PIPE.
2. SERVICES OVER 20' AND UNDER 3' DEEP SHALL BE D.I.P.
3. ALL SERVICES TO BE BEDDED IN STONE INCLUDING DUCTILE.

DRAWING NOT TO SCALE

STANDARD SANITARY SEWER TAP AND SERVICE	STANDARD DETAIL NUMBER: HS715
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

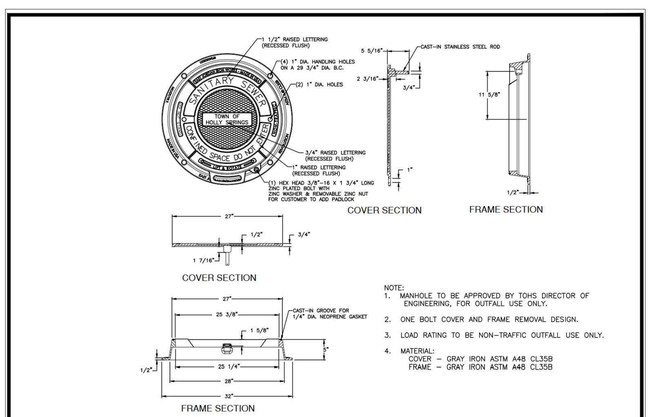


NOTES:

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: HS716
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08

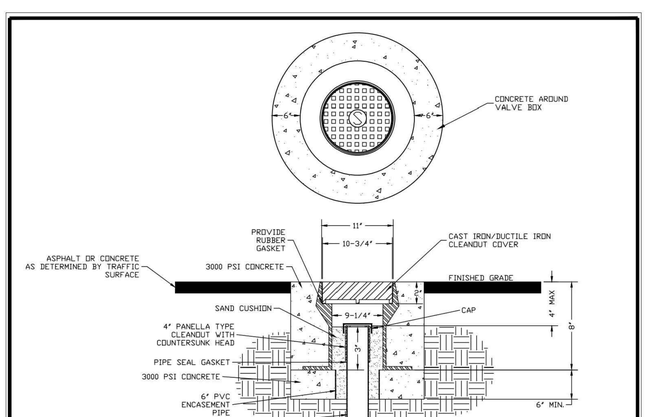


NOTE:

1. MANHOLE TO BE APPROVED BY TOHS DIRECTOR OF ENGINEERING, FOR OUTFALL USE ONLY.
2. ONE BOLT COVER AND FRAME REMOVAL DESIGN.
3. LOAD RATING TO BE NON-TRAFFIC OUTFALL USE ONLY.
4. MATERIAL:
   COVER – GRAY IRON ASTM A48 CL35B
   FRAME – GRAY IRON ASTM A48 CL35B

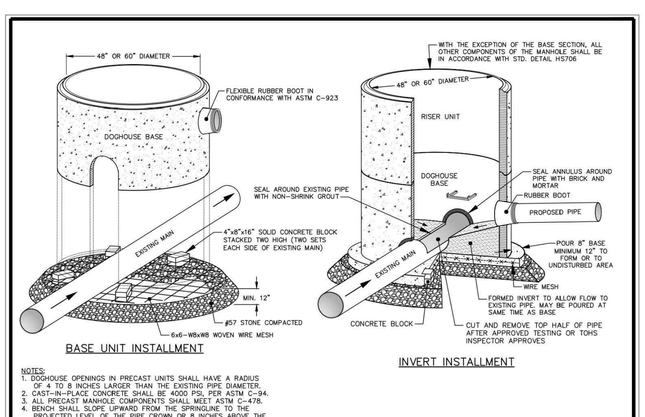
DRAWING NOT TO SCALE

MANHOLE COVER & FRAME FOR OUTFALLS	STANDARD DETAIL NUMBER: HS722
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08



DRAWING NOT TO SCALE

SEWER MINI-MANHOLE CLEANOUT COVER ASSEMBLY FOR TRAFFIC AREA	STANDARD DETAIL NUMBER: HS723
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/24/08



NOTES:

1. DOGHOUSE OPENINGS IN PRECAST UNITS SHALL HAVE A RADIUS OF 4 TO 8 INCHES LARGER THAN THE EXISTING PIPE DIAMETER.
2. CAST-IN-PLACE CONCRETE SHALL BE 4000 PSI, PER ASTM C-94.
3. ALL PRECAST MANHOLE COMPONENTS SHALL MEET ASTM C-478.
4. BENCH SHALL SLOPE UPWARD FROM THE SPRINGLINE TO THE PROJECTED LEVEL OF THE PIPE CROWN OR 8 INCHES ABOVE THE SPRINGLINE, WHICHEVER IS LESS.

DRAWING NOT TO SCALE

STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE	STANDARD DETAIL NUMBER: HS728
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 1/25/19

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASTINE

REVISIONS

NO.	DATE

PLAN INFORMATION

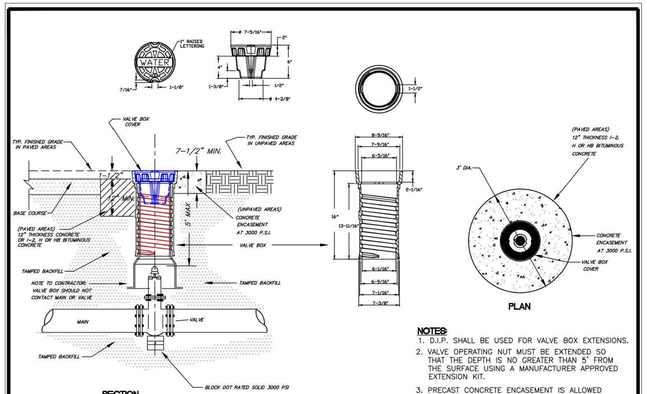
PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	N.T.S.
DATE	09. 12. 2025

SHEET

SEWER DETAILS

C8.04

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-D1.dwg, 9/10/2025 8:31:23 AM, Harrison McDowell



NOTES:

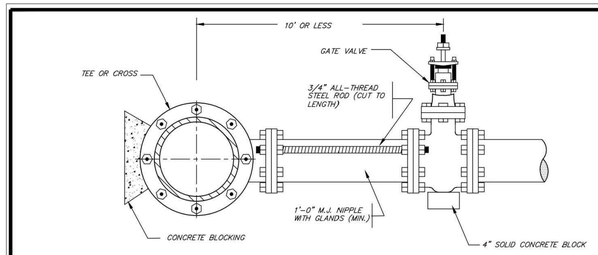
1. D.I.P. SHALL BE USED FOR VALVE BOX EXTENSIONS.
2. VALVE OPERATING NUT MUST BE EXTENDED SO THAT THE DEPTH IS NO GREATER THAN 5' FROM THE SURFACE USING A MANUFACTURER APPROVED EXTENSION KIT.
3. PRECAST CONCRETE ENCASEMENT IS ALLOWED OUTSIDE OF PAVED AREAS.
4. DOMESTIC MADE IN USA.

DRAWING NOT TO SCALE

STANDARD VALVE BOX INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS601	
DATE	REVISIONS
8/4/17	



ROD REQUIREMENTS

BRANCH SIZE	NO. OF RODS
4"	2
6"	2
8"	4
12"	4
16"	6
24"	6

NOTES:

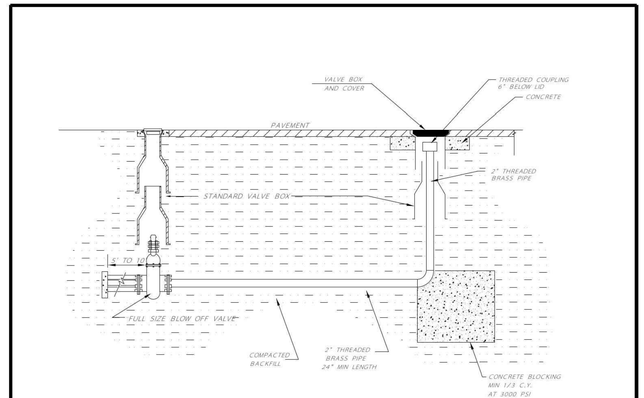
1. ONCE INSTALLED AND TIGHT, THE STEEL RODS AND BOLTS SHALL BE COATED WITH 2 COATS OF BITUMINOUS BASE PAINT, STAINLESS STEEL AND GALVANIZED RODS CAN BE USED.
2. SEE STANDARD THRUST BLOCK.
3. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL FITTINGS.
4. CAN USE GALVANIZED RODS AND COAT RODS WHERE THEY ARE CUT.

DRAWING NOT TO SCALE

STANDARD VALVE RODDING

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS603	
DATE	REVISIONS
7/24/09	

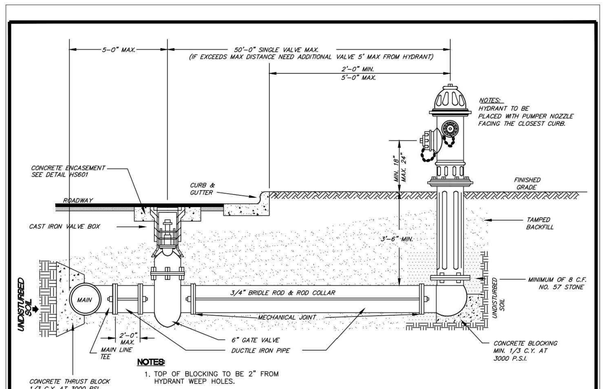


DRAWING NOT TO SCALE

TEMPORARY BLOW-OFF ASSEMBLY

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS605	
DATE	REVISIONS
7/24/09	



NOTES:

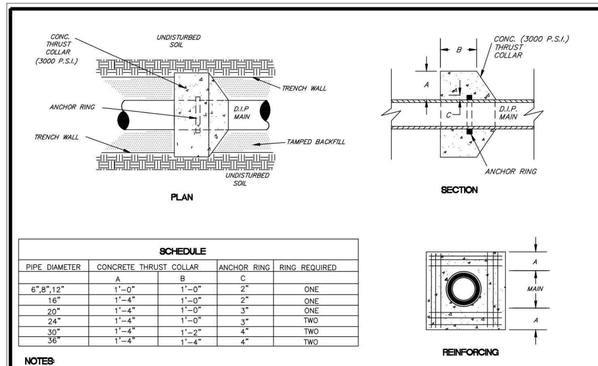
1. TOP OF BLOCKING TO BE 2" FROM HYDRANT WEEP HOLES.

DRAWING NOT TO SCALE

STANDARD HYDRANT INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS622	
DATE	REVISIONS
7/09/18	



SCHEDULE

PIPE DIAMETER	CONCRETE THRUST COLLAR A	B	ANCHOR RING C	RING REQUIRED
6",8",12"	1'-0"	1'-0"	2"	ONE
16"	1'-4"	1'-0"	2"	ONE
20"	1'-4"	1'-0"	3"	ONE
24"	1'-4"	1'-0"	3"	TWO
30"	1'-4"	1'-2"	4"	TWO
36"	1'-4"	1'-4"	4"	TWO

NOTES:

1. CONCRETE COLLAR TO PROTRUDE INTO SIDES AND BOTTOM OF UNDISTURBED TRENCH WALL MIN. OF 6".
2. MEGALUG OR CAGE IS ACCEPTABLE INSTEAD OF ANCHOR RING.

NOTES:

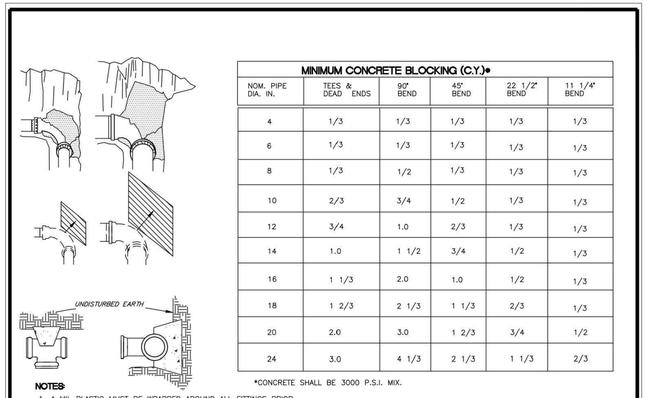
6" TO 16" MAINS=12-NO.7 BARS
20" TO 36" MAINS=12-NO.8 BARS
BARS PLACED AS SHOWN

DRAWING NOT TO SCALE

STANDARD THRUST COLLAR INSTALLATION

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS623	
DATE	REVISIONS
7/24/09	



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

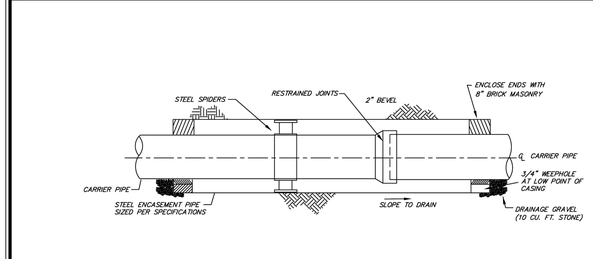
*CONCRETE SHALL BE 3000 P.S.I. MIX.

DRAWING NOT TO SCALE

STANDARD REACTION BLOCKING

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS624	
DATE	REVISIONS
7/24/09	



NOTES:

1. DUCTILE IRON PIPE SHOULD HAVE 2 SPIDERS PER STITCH OF PIPE.
2. PVC SHOULD HAVE 3 SPIDERS PER STITCH OF PIPE.
3. RESTRAINT – GASKET REQUIRED FOR PUSH ON JOINT PIPE. (NO WELDED RINGS ALLOWED TO BE USED FOR RESTRAINT)

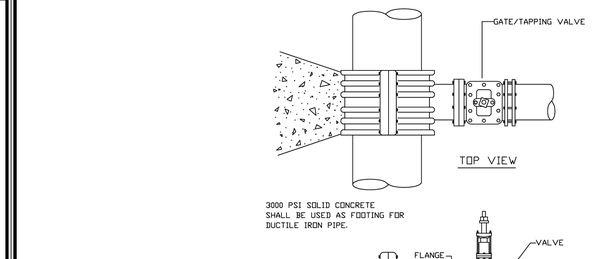
SPIDER DETAIL

DRAWING NOT TO SCALE

WATER BORE + JACK DETAIL

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS608	
DATE	REVISIONS
7/24/18	



NOTES:
1. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL JOINT FITTINGS.

DRAWING NOT TO SCALE

4" – 24" STANDARD TAPPING SLEEVE AND VALVE ASSEMBLY

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER: HS628	
DATE	REVISIONS
8/28/19	

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELOPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASU

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	N.T.S.
DATE	09. 12. 2025

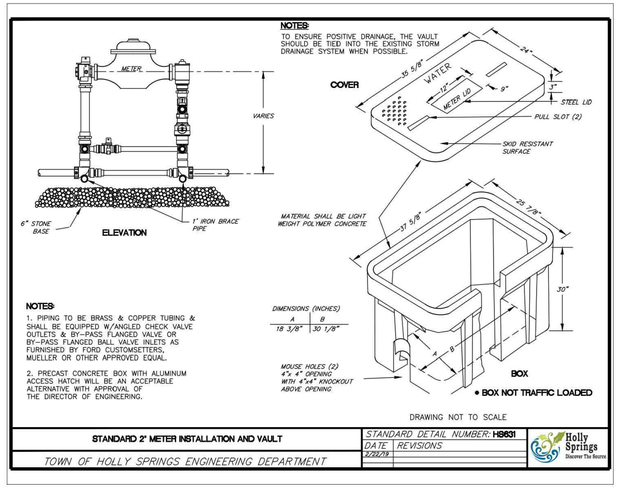
SHEET

WATER DETAILS

C8.05

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\CAP22003-D1.dwg, 9/10/2025 8:31:28 AM, Harrison McDowell



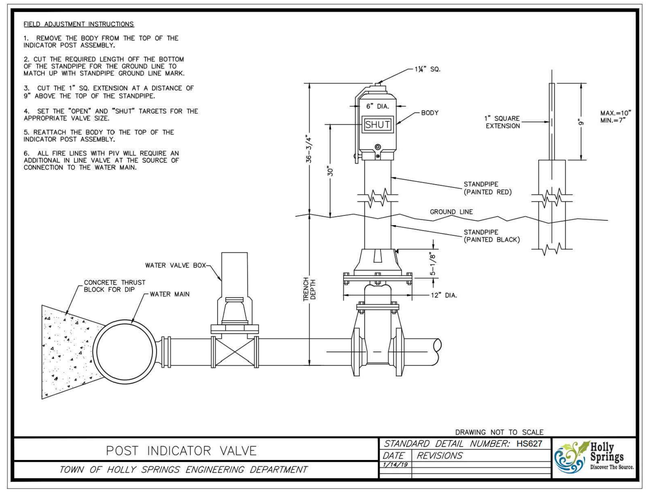
STANDARD 2" METER INSTALLATION AND VAULT

STANDARD DETAIL NUMBER: HS631

DATE | REVISIONS

2/28/19

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT



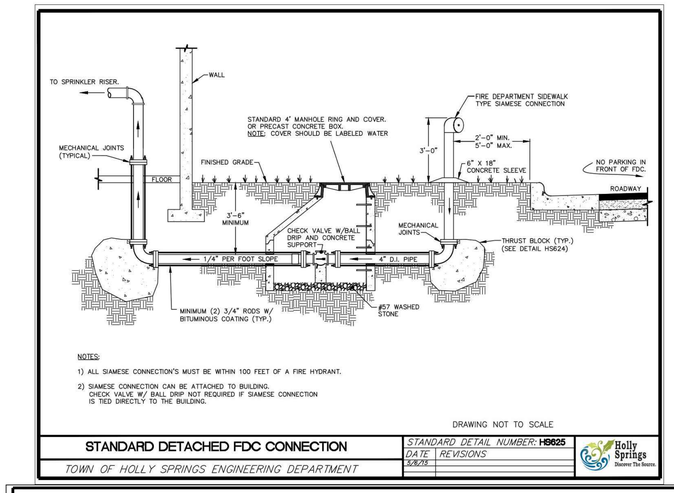
POST INDICATOR VALVE

STANDARD DETAIL NUMBER: HS627

DATE | REVISIONS

1/24/19

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT



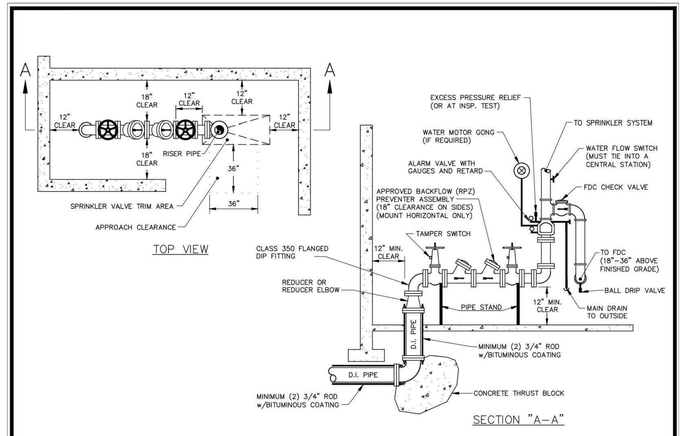
STANDARD DETACHED FDC CONNECTION

STANDARD DETAIL NUMBER: HS625

DATE | REVISIONS

5/8/19

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT



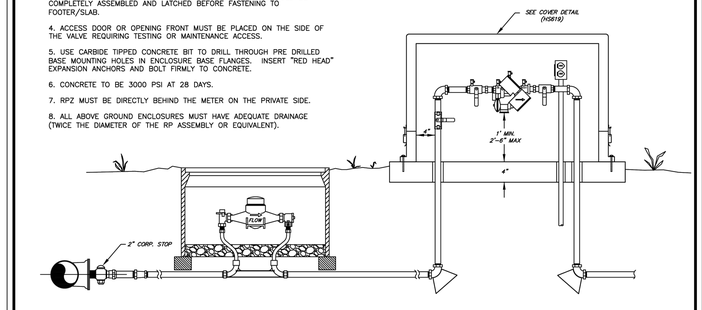
STANDARD SPRINKLER RISER

STANDARD DETAIL NUMBER: HS626

DATE | REVISIONS

1/24/19

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT



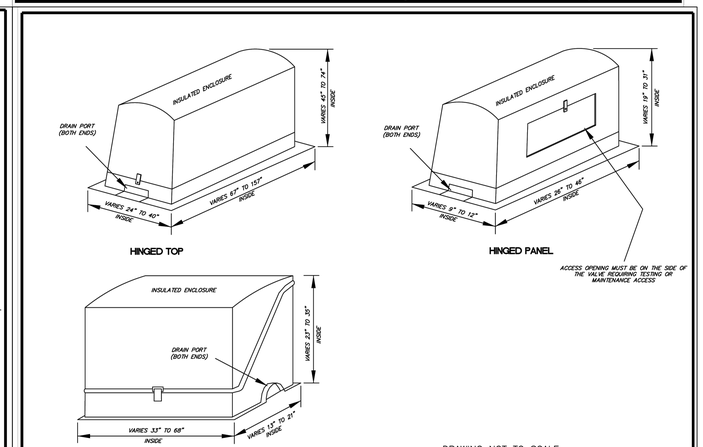
RPZ INSTALLATION FOR COMMERCIAL IRRIGATION METERS

STANDARD DETAIL NUMBER: HS618

DATE | REVISIONS

7/24/19

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT



OUTDOOR RPZ SERVICES COVER

STANDARD DETAIL NUMBER: HS619

DATE | REVISIONS

9/30/19

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET

HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL SEAL 034355 ENGINEER LINDA J. VASU

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-D1
CHECKED BY	LJV
DRAWN BY	CAW
SCALE	N.T.S.
DATE	09. 12. 2025

SHEET

WATER DETAILS

C8.06

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\CAP22003-D1.dwg, 9/10/2025 8:31:33 AM, Harrison McDowell

STORMWATER CONTROL MEASURE 'D' CONSTRUCTION SPECIFICATIONS

GENERAL NOTES

1. PRIOR TO CONSTRUCTION, ANY DISCREPANCIES IN THE PLANS AND NOTES SHALL BE BROUGHT TO THE DESIGN ENGINEER'S ATTENTION IMMEDIATELY.
2. THE PROJECT WILL MEET ALL OF THE REQUIREMENTS RELATIVE TO ENGINEERED STORMWATER CONTROL STRUCTURES AS OUTLINED IN THE TOWN OF HOLLY SPRINGS CODE OF ORDINANCES. (SECTION 8.00)
3. THE FINAL CERTIFICATION FOR THIS FACILITY WILL INCLUDE A CERTIFICATION BY THE ON-SITE GEOTECHNICAL ENGINEER THAT THE PROJECT WAS CONSTRUCTED PER THE APPROVED PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE ON-SITE GEOTECHNICAL ENGINEER FOR OBSERVATION AND TESTING SUCH THAT THE ON-SITE GEOTECHNICAL ENGINEER CAN CERTIFY THE CONSTRUCTION OF THE DAM EMBANKMENT AND SPILLWAY. THIS CERTIFICATION MUST ADDRESS THE TESTING FOR MATERIALS AND COMPACTION OF THE DAM EMBANKMENT AND SPILLWAY.
4. ALL CONSTRUCTION ACTIVITY RELATED TO THE PROPOSED STORMWATER CONTROL MEASURE SHALL BE PER THE DETAILS AND SPECIFICATIONS SHOWN IN THESE DRAWINGS. SOILS, COMPACTION, AND OTHER MISCELLANEOUS DETAILS AND SPECIFICATIONS MAY BE MODIFIED PER THE RECOMMENDATIONS OF THE ON-SITE GEOTECHNICAL ENGINEER. HOWEVER, PRIOR TO IMPLEMENTATION, THE DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DEVIATION FROM THESE DESIGN DRAWINGS, INCLUDING SHOP DRAWINGS FOR ANY PROPOSED MODIFICATION.
5. DURING THE INITIAL STAGES OF CONSTRUCTION, THE STORMWATER CONTROL MEASURE MAY BE USED AS A SEDIMENT BASIN FOR EROSION CONTROL PURPOSES. IF SO, THE CONTRACTOR SHALL FOLLOW THE GENERAL CONSTRUCTION SEQUENCE BELOW:
   A. THE CONTRACTOR SHALL CONSTRUCT THE ENTIRE FACILITY (PERMANENT OUTLET STRUCTURE, DAM, ETC.) WITH THE EXCEPTION OF THE INTERIOR FINE GRADING FOR THE FACILITY. THE INTERIOR FINE GRADING WILL BE CONSTRUCTED ONCE THE EROSION CONTROL PHASE IS COMPLETE.
   B. THE TEMPORARY DRAW DOWN RISER (OR SKIMMER) SHALL BE CONNECTED TO THE PERMANENT 2'Ø DIP DRAIN PIPE.
   C. ONCE THE UPSTREAM DRAINAGE AREA IS STABILIZED AND THE EROSION CONTROL INSPECTOR APPROVES THE REMOVAL OF THE SEDIMENT BASIN, THE CONTRACTOR SHALL REMOVE THE TEMPORARY DRAW DOWN RISER (OR SKIMMER) AND CLEAN OUT THE BASIN. ALL SEDIMENT, TRASH, ETC. SHALL BE DISPOSED OF PROPERLY (I.E. - PLACED IN A LANDFILL) AND NOT STOCKPILED IN AN AREA WHERE WATER QUALITY COULD BE ADVERSELY AFFECTED.
   D. ONCE THE BASIN IS CLEANED OUT, AND ALL EROSION CONTROL DEVICES REMOVED, THE CONTRACTOR SHALL CONSTRUCT THE INTERIOR GRADING SHOWN ON THIS SHEET.
   E. ONCE THE GRADING IS COMPLETE, THE CONTRACTOR SHALL REQUEST AN ON-SITE INSPECTION AND AN AS-BUILT SURVEY PRIOR TO INSTALLATION OF THE STORMWATER CONTROL MEASURE PLANTS. IF THE CONTRACTOR PLANTS THE PROPOSED VEGETATION PRIOR TO AN AS-BUILT SURVEY (AND SUBSEQUENT APPROVAL), ANY CHANGES TO THE GRADING / RE-PLANTING OF PLANTS WILL BE AT THE CONTRACTOR'S EXPENSE.
   F. ONCE THE ENGINEER HAS APPROVED THE AS-BUILT GRADING, THE CONTRACTOR SHALL PLANT THE PROPOSED STORMWATER CONTROL MEASURE PLANTS SHOWN ON THE LANDSCAPE PLAN FOR THE FACILITY. AFTER COMPLETION OF THE PLANTING, THE LANDSCAPE CONTRACTOR SHALL PROVIDE A LETTER TO THE ENGINEER CERTIFYING THAT THE PLANTS HAVE BEEN INSTALLED PER THE APPROVED STORMWATER CONTROL MEASURE PLANTING PLAN.
6. ALL OSHA REQUIREMENTS FOR EXCAVATIONS (SHORING, DEPTH, ETC.) ARE THE RESPONSIBILITY OF THE CONTRACTOR. IF REQUIRED, THE CONTRACTOR SHALL PROVIDE AN EXCAVATION PLAN TO BE SEALED BY A NC P.E. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE IF AN EXCAVATION PLAN IS REQUIRED. THE JOHN R. McADAMS COMPANY ASSUMES NO RESPONSIBILITY FOR ANY EXCAVATION DESIGN RELATED TO SAFETY OR OSHA REQUIREMENTS.
7. ON-SITE GEOTECHNICAL ENGINEER TO DETERMINE IF IN-SITU SOILS ENCOUNTERED WOULD MAINTAIN A STORMWATER CONTROL MEASURE PERMANENT POOL AT DESIGN ELEVATION. IF HIGHLY PERMEABLE SOILS ARE ENCOUNTERED THAT WOULD NOT MAINTAIN THE PERMANENT POOL ELEVATION AS DESIGNED, A CLAY LINER MAY BE REQUIRED TO MAINTAIN A PERMANENT POOL OF WATER IN THE STORMWATER CONTROL MEASURE. FINAL DETERMINATION IF A CLAY LINER IS NEEDED SHALL BE THE RESPONSIBILITY OF THE ON-SITE GEOTECHNICAL ENGINEER. UPON DETERMINATION OF HIGHLY PERMEABLE SOIL CONDITIONS, ON-SITE GEOTECHNICAL ENGINEER WILL INFORM THE DESIGN ENGINEER AND RECOMMEND LINER SPECIFICATIONS.
8. IT IS ANTICIPATED THAT DEWATERING WILL BE NECESSARY IN THE EXCAVATION AREAS (E.G. - EMBANKMENT SUB GRADE, INTERIOR PORTIONS OF THE STORMWATER CONTROL MEASURE, KEY TRENCH, ETC.). THEREFORE, THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE, AND MAINTAIN ANY PUMPING EQUIPMENT, ETC. NEEDED FOR REMOVAL OF WATER FROM VARIOUS PARTS OF THE STORMWATER CONTROL MEASURE SITE. DURING PLACEMENT OF FILL WITHIN THESE AREAS, THE CONTRACTOR SHALL KEEP THE WATER LEVEL BELOW THE BOTTOM OF THE EXCAVATION / CONSTRUCTION AREAS. THE MANNER IN WHICH THE WATER IS REMOVED SHALL BE SUCH THAT THE EXCAVATION BOTTOM AND SIDE SLOPES ARE STABLE, WITH NO SEDIMENT DISCHARGED FROM THE SITE (I.E. PUMPED WATER MAY NEED TO BE DIRECTED TO AN APPROVED EROSION CONTROL DEVICE SUCH AS A DIRT BAG (ACF ENVIRONMENTAL), OR ENGINEER APPROVED EQUIVALENT, PRIOR TO DISCHARGE).
9. THE RETAINING WALL ALIGNMENT SHOWN ON THESE PLANS DEPICTS THE LOCATION OF THE FRONT FACE OF THE RETAINING WALL AT THE BOTTOM.
10. THE RETAINING WALL IS TO BE A DESIGN-BUILD PROJECT(S) BY THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN FINAL CONSTRUCTION DRAWINGS FROM A REGISTERED PROFESSIONAL ENGINEER AND GAIN ALL REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE RETAINING WALL.
11. THE RETAINING WALL SHALL BE ASSUMED TO BE BACKFILLED WITH OFF-SITE BORROW MATERIAL OR PROCESSED FILL UNLESS CONTRACTOR CAN PROVIDE OWNER WITH CONFIRMATION FROM THE GEOTECHNICAL ENGINEER AND THE RETAINING WALL DESIGNER THAT READILY AVAILABLE ON-SITE SOILS CAN BE USED.
12. 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 SHALL BE IDENTIFIED ON THE RETAINING WALL CONSTRUCTION DRAWINGS.
13. THE ON-SITE GEOTECHNICAL ENGINEER SHOULD BE GIVEN AN OPPORTUNITY TO REVIEW ALL RETAINING WALL PLANS AND DESIGNS RELEVANT TO GEOTECHNICAL CONSIDERATIONS PRIOR TO FINAL DESIGN OF THE WALLS.
14. PRIOR TO TOPSOIL INSTALLATION, THE CONTRACTOR SHALL SCARIFY THE TOP 2"-3" OF THE BERM SECTION TO PROMOTE BONDING OF THE TOPSOIL WITH THE COMPACTED FILL. THE TOPSOIL DEPTH SHALL RANGE FROM 3"-4" ON THE DAM EMBANKMENT AND AQUATIC SHELF. PLEASE NOTE THE TOPSOIL SHALL BE AMENDED, AS DIRECTED BY A LANDSCAPE PROFESSIONAL, PRIOR TO INSTALLATION ON THE EMBANKMENT AND AQUATIC SHELF.
15. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN FOR THE PERMANENT PLANTING PLAN/SCHEDULE FOR THIS FACILITY. CONTRACTOR SHALL COORDINATE WITH A LANDSCAPE PROFESSIONAL REGARDING SCHEDULING FOR PLANT INSTALLATION. PLEASE NOTE THAT NO TREES/SHRUBS OF ANY TYPE MAY BE PLANTED ON THE PROPOSED DAM EMBANKMENT (FILL AREAS).

CONSTRUCTION SEQUENCE

1. PRIOR TO CONSTRUCTION, THE OWNER SHALL OBTAIN A LAND DISTURBING (GRADING) PERMIT AND AN "APPROVAL TO CONSTRUCT" FROM THE TOWN OF HOLLY SPRINGS AND ALL OTHER NECESSARY PERMITS FROM APPLICABLE AGENCIES (E.G. 404 / 401 PERMITS)
2. INSTALL ALL SEDIMENT AND EROSION CONTROL MEASURES PER THE APPROVED SEDIMENT AND EROSION CONTROL PLAN. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED SEDIMENT AND EROSION CONTROL MEASURES THROUGHOUT THE ENTIRE PROJECT, AS REQUIRED. THE CONTRACTOR SHALL RECEIVE APPROVAL FROM THE EROSION CONTROL INSPECTOR, AS REQUIRED BY GOVERNING AGENCIES, PRIOR TO ANY CLEARING.
3. CLEAR AND GRUB AREA WITHIN THE LIMITS OF THE PROPOSED DAM CONSTRUCTION. ALL TREES AND THEIR ENTIRE ROOT SYSTEMS MUST BE REMOVED FROM THE DAM FOOTPRINT AREA AND BACKFILLED WITH SUITABLE SOIL MATERIAL. THE BACKFILLED AREAS SHALL BE COMPACTED TO THE SAME STANDARDS AS THE DAM EMBANKMENT. THE REMAINING AREA OF THE EMBANKMENT SHALL BE STRIPPED TO A SUITABLE DEPTH AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER. ANY RESIDUAL SOILS TO BE LEFT IN PLACE MUST BE WELL SCARIFIED TO PROMOTE BONDING OF THE NEW EMBANKMENT FILL. NO EMBANKMENT MATERIAL SHALL BE PLACED FOR THE DAM OR KEY TRENCH UNTIL APPROVAL OF THE DAM SUBGRADE IS OBTAINED FROM THE ON-SITE GEOTECHNICAL ENGINEER.
4. EXCAVATE FOR THE NEW KEY TRENCH ALONG THE CENTERLINE OF THE PROPOSED DAM EMBANKMENT. THE TRENCH SHALL EXTEND A MINIMUM OF 5 FT BELOW EXISTING GRADE OR 2 FT BELOW THE 24"Ø RCP OUTLET BARREL AND SHALL HAVE A MINIMUM BOTTOM WIDTH OF 5 FEET. THE KEY TRENCH SIDESLOPES SHALL BE A MINIMUM OF 1:1 (H:V). WHEN EXCAVATING THE KEY TRENCH, IF ANY DEBRIS IS ENCOUNTERED TO AN EXTENT THAT SUCH DEBRIS MAY EXIST IN OTHER INSITU PORTIONS OF THE DAM EMBANKMENT, IT SHOULD ALSO BE REMOVED. THE KEY TRENCH SHALL BE COMPACTED TO THE SAME SPECIFICATION LISTED IN ITEM 4 OF THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS." DEPENDING UPON ON-SITE SOIL CONDITIONS ENCOUNTERED DURING EXCAVATION, THE ON-SITE GEOTECHNICAL ENGINEER MAY VARY THE DEPTH AND DIMENSIONS OF THE KEY TRENCH AS DEEMED NECESSARY. THE ON-SITE GEOTECHNICAL ENGINEER SHALL RETAIN DOCUMENTATION OF ANY VARIATION FOR FUTURE AS-BUILT SUBMITTALS TO THE TOWN OF HOLLY SPRINGS.
5. BEGIN PLACEMENT OF BACKFILL WITHIN THE KEY TRENCH. THE KEY TRENCH SHALL BE COMPACTED TO THE SPECIFICATIONS LISTED ITEM 4 OF THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS." THE KEY TRENCH SHALL BE TESTED PER THE SPECIFICATIONS LISTED IN THAT SECTION.
6. PRIOR TO INSTALLATION, SUBGRADE CONDITIONS ALONG THE SPILLWAY PIPES SHOULD BE EVALUATED BY THE ON-SITE GEOTECHNICAL ENGINEER TO ASSESS WHETHER SUITABLE BEARING CONDITIONS EXIST AT THE SUBGRADE LEVEL. SHOULD SOFT OR OTHERWISE UNSUITABLE CONDITIONS BE ENCOUNTERED ALONG THE PIPE ALIGNMENTS, THESE MATERIALS SHOULD BE UNDERCUT AS DIRECTED BY THE GEOTECHNICAL ENGINEER. THE UNDERCUT MATERIALS SHALL BE REPLACED WITH ADEQUATELY COMPACTED STRUCTURAL FILL, LEAN CONCRETE OR FLOWABLE FILL AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER.
7. IN ORDER TO HELP PROTECT THE SOIL SUBGRADE FROM DETERIORATION (DUE TO EXPOSURE, RAINFALL, SEEPAGE, AND RUNOFF) BEFORE THE CRADLE CAN BE POURED, IT IS STRONGLY RECOMMENDED THAT A 3" TO 4" THICK CONCRETE MUD MAT BE POURED OVER THE SUBGRADE ONCE IT IS APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER. THE MUD MAT WILL ALSO PROVIDE BEARING FOR THE BLOCKS THAT TEMPORARILY SUPPORT THE SPILLWAY PIPE UNTIL THE CRADLE CAN BE POURED. THE METHOD OF BLOCK SUPPORT FOR THE PIPE PROPOSED BY THE CONTRACTOR SHOULD BE SUBMITTED TO THE JOHN R. McADAMS COMPANY FOR REVIEW.
8. BEGIN CONSTRUCTION OF THE NEW EMBANKMENT. FILL MATERIALS SHALL BE PLACED IN MAXIMUM 8" THICK LIFTS PRIOR TO COMPACTION, UNLESS DIRECTED OTHERWISE BY THE ON-SITE GEOTECHNICAL ENGINEER. FILL LIFTS SHALL BE CONTINUOUS OVER THE ENTIRE LENGTH OF FILL. IF IT IS NECESSARY, THE EMBANKMENT FILL MATERIAL WILL BE OVERBUILT IN HORIZONTAL LIFTS AND CUT BACK TO FINAL GRADE IN ORDER TO ACHIEVE PROPER COMPACTION.
9. AS CONSTRUCTION OF THE EMBANKMENT MOVES FORWARD, IT WILL BE NECESSARY TO INSTALL THE CONCRETE CRADLE. SEE NOTE ON CRADLE DETAIL (SHEET C9.XX). THIS MAY BE CONSTRUCTED USING ONE OF THE FOLLOWING METHODS:
   A. IF THE PROPOSED STRUCTURAL FILL MATERIAL IS UTILIZED AS THE FORMWORK FOR THE CONCRETE CRADLE, THEN THE STRUCTURAL FILL SHOULD BE INSTALLED AND COMPACTED UP TO THE TOP OF CONCRETE CRADLE ELEVATION. ONCE THE STRUCTURAL FILL REACHES THE NEXT DOWNSTREAM JUNCTION BOX OR HEADWALL AND IS COMPACTED TO THE ELEVATION OF THE TOP OF THE CONCRETE CRADLE, EXCAVATE THE CONCRETE CRADLE TRENCH PER THE PROVIDED DETAILS AND CONSTRUCT THE CONCRETE CRADLE AS PER THE PROVIDED CONCRETE CRADLE DETAIL.
   B. IF THE PROPOSED STRUCTURAL FILL IS NOT UTILIZED AS THE FORMWORK FOR THE CONCRETE CRADLE, THEN PRIOR TO CONSTRUCTING THE STRUCTURAL FILL EMBANKMENT, THE FORMWORK FOR THE CONCRETE CRADLE SHOULD BE INSTALLED ON EXISTING GROUND AND/OR THE MUD MAT. THE CONCRETE CRADLE SHALL BE CONSTRUCTED PER THE PROVIDED DETAILS
10. AS AN ALTERNATE TO A CONCRETE CRADLE UNDER THE BARREL PIPE (SEE SHEET C9.XX), THE CONTRACTOR MAY CHOOSE TO ELIMINATE THE CONCRETE CRADLE AND USE COMPACTED BACKFILL IF THE ON-SITE GEOTECHNICAL ENGINEER WILL PROVIDE A NC PE SEALED LETTER CERTIFYING THAT THE COMPACTION UNDER, AROUND, AND ABOVE THE BARREL MEETS THE SPECIFICATIONS OF THE EMBANKMENT COMPACTION REQUIREMENTS AND MOISTURE CONTENT. THIS CERTIFICATION LETTER MUST BE SUBMITTED TO THE DESIGN ENGINEER PRIOR TO BACKFILL. THIS SEPARATE CERTIFICATION MUST BE SPECIFIC TO THE BARREL PIPE FOR THE FACILITY, AND MUST CLEARLY STATE THAT ALL SOIL MATERIAL UNDER, AROUND, AND ABOVE THE BARREL PIPE MEETS THE BERM AND SOIL COMPACTION SPECIFICATIONS ON THIS SHEET. THIS CERTIFICATION IS NO MORE THAN A REFERENCE TO BOTH MATERIAL AND COMPACTION, AND MUST STATE THAT ALL MATERIALS UNDER, AROUND, AND ABOVE THE BARREL HAVE BEEN COMPACTED PER THE BERM MATERIAL SPECIFICATIONS (AT LEAST 95% OF MAXIMUM DRY DENSITY USING ASTM D698 STANDARD PROCTOR) WITH NO VOID SPACES PRESENT. THE CONTRACTORS INTENT TO UTILIZE THIS ALTERNATIVE MUST BE STATED PRIOR TO CONSTRUCTION TAKING PLACE. THIS CONTRACTORS CERTIFICATION MUST BE PRESENTED TO THE DESIGN ENGINEER BEFORE AN AS-BUILT CERTIFICATION CAN BE ISSUED FOR THIS FACILITY.
11. INSTALL RISER / BARREL ASSEMBLY, ALONG WITH THE EMERGENCY DRAIN SYSTEM. INSTALL 24" RCP OUTLET BARREL SPILLWAY FILTER FROM THE DETAILS SHOWN ON C9.21.
12. CONSTRUCT EMBANKMENT PER SPECIFICATIONS LISTED IN THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS" AND REQUIREMENTS OF THE ON-SITE GEOTECHNICAL ENGINEER. ALL CHARACTERISTICS OF THE EMBANKMENT FILL MATERIAL SHALL MEET THE STANDARDS SET FORTH IN "BERM AND SOIL COMPACTION SPECIFICATIONS", INCLUDING COMPACTION AND MOISTURE REQUIREMENTS. IF NECESSARY TO ACHIEVE PROPER COMPACTION, THE EMBANKMENT FILL MATERIAL WILL BE OVERBUILT IN HORIZONTAL LIFTS AND CUT BACK TO PROPER FINAL GRADE. ANY HAND COMPACTION ACTIVITIES AROUND SPILLWAY OR DRAIN STRUCTURES SHALL BE CONDUCTED IN 4-INCH LOOSE LIFTS AND BE TO THE SAME COMPACTION AND MOISTURE REQUIREMENTS AS THE ENTIRE EMBANKMENT. ALL COMPACTION AND MOISTURE TESTING SHALL BE CARRIED OUT AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER AND AS LISTED IN THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS".
13. UPON COMPLETION OF DAM EMBANKMENT, PROMPTLY STABILIZE AND SEED DAM EMBANKMENT PER SEEDING SCHEDULE. PERMANENT GROUND COVER SHALL BE ESTABLISHED PER THE PERMANENT SEEDING SCHEDULE FOUND ON SHEET C9.23.
14. SCHEDULE A FINAL AS-BUILT INSPECTION AND AS-BUILT SURVEY WITH THE ENGINEER AND SURVEYOR. AN AS-BUILT INSPECTION AND SURVEY SHALL BE SCHEDULED BEFORE IMPOUNDING WATER IN THE FACILITY AND A MINIMUM OF 60 DAYS PRIOR TO THE ANTICIPATED DATE OF CERTIFICATION APPROVAL. ANY COMMENTS OR DEFICIENCIES IN THE SCM CONSTRUCTION MUST BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AND OWNER BEFORE CERTIFICATION SHALL BE GRANTED.

OUTLET STRUCTURE MATERIAL SPECIFICATIONS

1. THE 24"Ø RCP OUTLET BARREL SHALL BE CLASS III RCP, MODIFIED BELL AND SPIGOT, MEETING THE REQUIREMENTS OF ASTM C76-LATEST. THE PIPES SHALL HAVE CONFINED O-RING RUBBER GASKET JOINTS MEETING ASTM C-443-LATEST. THE PIPE JOINTS SHALL BE TYPE R-4.
2. THE STRUCTURAL DESIGN FOR THE 4' 4' 5' (INTERNAL DIMENSIONS) RISER BOX WITH EXTENDED BASE SHALL BE BY OTHERS. PRIOR TO ORDERING THE STRUCTURES, THE CONTRACTOR SHALL PROVIDE, TO THE DESIGN ENGINEER FOR REVIEW, SHOP DRAWINGS AND SUPPORTING STRUCTURAL CALCULATIONS SEALED BY A P.E. REGISTERED IN NORTH CAROLINA DEMONSTRATING THE PERTINENT VERTICAL LOADS ARE SUPPORTED BY THE CONCRETE RISER STRUCTURE.
3. THE RISER BOX OUTLET STRUCTURE SHALL BE PROVIDED WITH STEPS 16" ON CENTER. STEPS SHALL BE PROVIDED ON THE INNER WALL OF THE RISER BOX. STEPS SHALL BE IN ACCORDANCE WITH NCDOT STD. 840.66. PLEASE REFER TO SHEET C9.XX FOR LOCATION OF THE RISER STEPS. NOTE THE STEPS SHALL LINE UP WITH THE ACCESS HATCH OF THE TRASH RACK.
4. THE CONCRETE ANTI-FLOTATION BLOCK SHALL BE CAST-IN-PLACE. STEEL REINFORCEMENT AND CONNECTION TO THE RISER SHALL BE PROVIDED IN ACCORDANCE WITH THE DETAIL ON SHEET C9.XX. THE CONTRACTOR SHALL ENSURE THE WEIGHT OF THE ENTIRE RISER STRUCTURE IS GREATER THAN OR EQUAL TO XX,XXX LBS. IN LIEU OF CAST-IN-PLACE, THE CONTRACTOR MAY OPT FOR A PRECAST ANTI-FLOTATION BLOCK. SHOP DRAWINGS FOR THE PRECAST BLOCK SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. THE PRECAST ANTI-FLOTATION BLOCK SHALL HAVE A SHIPPING WEIGHT OF XX,XXX LBS.
5. THE RISER BOX JOINTS SHALL BE SEALED USING BUTYL RUBBER SEALANT CONFORMING TO ASTM-C990-LATEST. IF NECESSARY, THE CONTRACTOR SHALL INCORPORATE A WATERSTOP INTO THE RISER BOX JOINT TO ENSURE A WATERTIGHT CONNECTION. THE CONTRACTOR SHALL PARGE JOINTS ON BOTH THE INSIDE AND OUTSIDE WITH NON-SHRINK GROUT AND INSTALL GALVANIZED STEEL STRAPS PER DETAIL ON SHEET C9.XX.
6. PRIOR TO ORDERING, THE CONTRACTOR SHALL SUBMIT TRASH RACK SHOP DRAWINGS TO THE ENGINEER FOR REVIEW. CONTRACTOR SHALL ENSURE THAT AN ACCESS HATCH IS PROVIDED WITHIN THE TRASH RACK (SEE DETAIL FOR LOCATION) THAT WILL ALLOW FOR FUTURE MAINTENANCE ACCESS. CONTRACTOR SHALL ALSO PROVIDE A CHAIN AND LOCK FOR SECURING THE ACCESS HATCH. NOTE THE ACCESS HATCH SHALL LINE UP WITH THE ACCESS STEPS AFTER INSTALLATION.
7. ALL POURED CONCRETE SHALL MEET THE FOLLOWING SPECIFICATIONS UNLESS OTHERWISE NOTED:

   -MINIMUM 3000 PSI (28 DAY)
   -SLUMP = 3" - 5"
   -ENTRAINED AIR = 5% - 7%

   PLEASE NOTE NO CONCRETE SHALL BE POURED WHEN THE AMBIENT AIR TEMPERATURES ARE EXPECTED TO BE ABOVE 85°F OR BELOW 40°F. CAST-IN-PLACE CONCRETE SHALL BE "WET CURED" AFTER FINISHING FOR A MINIMUM OF 48 HOURS.

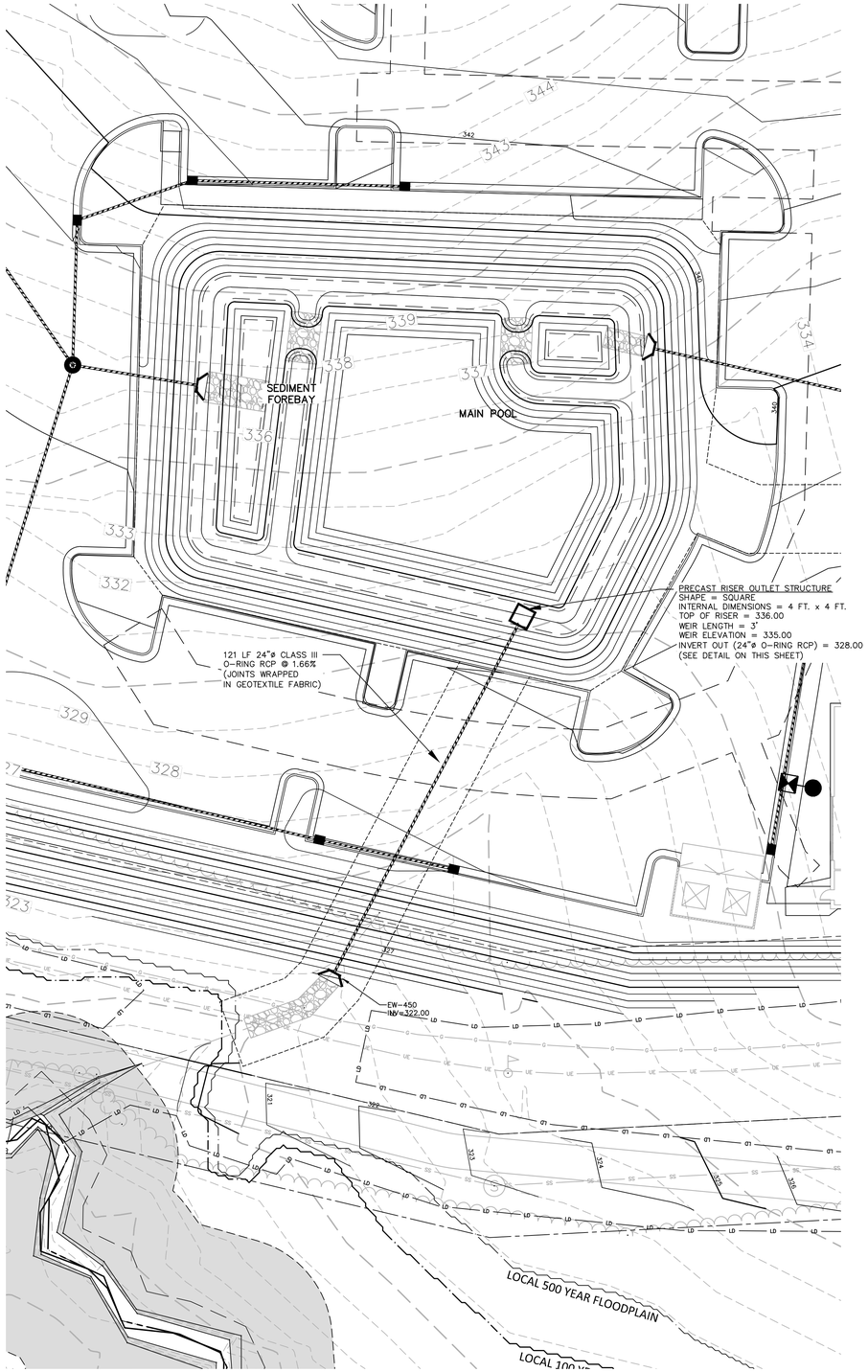
   ON-SITE GEOTECHNICAL ENGINEER TO ENSURE AND CERTIFY ALL POURED CONCRETE MEETS THE ABOVE SPECIFICATIONS.
8. GEOTEXTILE FABRIC FOR THE 24"Ø RCP OUTLET BARREL JOINTS SHALL BE MIRAFI 180N OR ENGINEER APPROVED EQUAL (NON-WOVEN FABRIC).
9. STORMWATER CONTROL MEASURE EMERGENCY DRAW DOWN IS VIA AN 2"Ø PLUG VALVE. THE VALVE SHALL BE A M&H STYLE 1820 ECCENTRIC VALVE OR APPROVED EQUAL. THIS VALVE IS IN ACCORDANCE WITH AWWA C-517, AND SHALL BE OPERABLE FROM TOP OF OUTLET STRUCTURE VIA A HAND WHEEL (SEE DETAIL SHEET C9.XX). THE CONTRACTOR SHALL PROVIDE A REMOVABLE VALVE WRENCH WITH A HAND WHEEL ON TOP FOR OPERATION OF THE 2"Ø PLUG VALVE.

BERM AND SOIL COMPACTION SPECIFICATIONS

1. PRIOR TO CONSTRUCTION, THE ON-SITE GEOTECHNICAL ENGINEER SHALL IDENTIFY BORROW / FILL AREAS AND VERIFY THEIR SUITABILITY FOR USE WITHIN THE DAM EMBANKMENT. ALSO, THE ON-SITE GEOTECHNICAL ENGINEER SHALL PERFORM STANDARD PROCTORS ON THE PROPOSED BORROW MATERIAL TO ENSURE THAT OPTIMUM MOISTURE CONTENT AND COMPACTION CAN BE ACHIEVED / CONTROLLED DURING CONSTRUCTION.
2. ALL FILL MATERIALS TO BE USED FOR THE DAM EMBANKMENT SHALL BE TAKEN FROM BORROW AREAS APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER. THE FILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS, WOOD, STONES GREATER THAN 6", AND FROZEN OR OTHER OBJECTIONABLE MATERIAL. THE FOLLOWING SOIL TYPES ARE SUITABLE FOR USE AS FILL WITHIN THE DAM EMBANKMENT AND KEY TRENCH: ML AND CL. ALL FILL MATERIALS SHALL BE APPROVED BY THE ONSITE GEOTECHNICAL ENGINEER FOR THE INTENDED USE.
3. FILL PLACEMENT FOR THE EMBANKMENT SHALL NOT EXCEED A MAXIMUM 8" LIFT (UNCOMPACTED). EACH LIFT SHALL BE CONTINUOUS FOR THE ENTIRE LENGTH OF EMBANKMENT. BEFORE PLACEMENT OF FILL FOR THE BERM SECTION, ALL UNSUITABLE MATERIAL SHALL BE REMOVED AND THE SURFACE PROPERLY PREPARED FOR FILL PLACEMENT. FILL MATERIAL ADJACENT TO ALL SPILLWAY AND DRAINAGE STRUCTURES SHALL BE PLACED IN 4-INCH (UNCOMPACTED) LIFTS AND HAND-COMPACTED TO THE SAME COMPACTION AND MOISTURE REQUIREMENTS AS THE ENTIRE EMBANKMENT.
4. ALL FILL SOILS USED IN THE EMBANKMENT CONSTRUCTION SHALL BE COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). THE FILL SOILS SHALL BE COMPACTED AT A MOISTURE CONTENT WITHIN -1 TO +3 PERCENT OF ITS OPTIMUM MOISTURE CONTENT. COMPACTION TESTS SHALL BE PERFORMED BY THE ON-SITE GEOTECHNICAL ENGINEER DURING CONSTRUCTION TO VERIFY THAT THE PROPER COMPACTION LEVEL HAS BEEN REACHED. THE FILL SHOULD BE COMPACTED USING A SHEEPSFOOT TYPE COMPACTOR. IN ORDER TO PREVENT DAMAGE TO THE PIPE, NO COMPACTION EQUIPMENT SHALL CROSS ANY PIPE UNTIL MINIMUM COVER IS ESTABLISHED ALONG THE PIPE.
5. THE DESIGN ENGINEER SHALL BE PROVIDED WITH REPORTS AND CERTIFICATION, BY THE ON-SITE GEOTECHNICAL ENGINEER, THAT THE GEOTECHNICAL ASPECTS OF THE FACILITY HAVE BEEN CONSTRUCTED PER PLAN. THIS CERTIFICATION MUST ADDRESS THE TESTING FOR MATERIALS AND COMPACTION OF THE DAM EMBANKMENT AND SPILLWAY. THESE REPORTS AND CERTIFICATION WILL BE NEEDED DURING THE AS-BUILT CERTIFICATION PROCESS FOR THIS STORMWATER CONTROL MEASURE. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE TESTING AND OBSERVATION WITH THE ON-SITE GEOTECHNICAL ENGINEER.
6. TESTING OF THE NEW FILL MATERIALS SHALL BE PERFORMED TO VERIFY THAT THE RECOMMENDED LEVEL OF COMPACTION IS ACHIEVED DURING CONSTRUCTION. THEREFORE, ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 2,500 SQUARE FEET OF AREA FOR EVERY LIFT OF FILL OR AS RECOMMENDED BY THE ON-SITE GEOTECHNICAL ENGINEER.
7. TESTING WILL BE REQUIRED ALONG THE 24"Ø RCP OUTLET BARREL AT A FREQUENCY OF ONE TEST PER 25 LF OF PIPE PER VERTICAL FOOT OF FILL OR AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER.

STATEMENT OF RESPONSIBILITY

1. ALL REQUIRED MAINTENANCE AND INSPECTIONS OF THE STORMWATER CONTROL MEASURE SHALL BE THE RESPONSIBILITY OF THE OWNER, PER THE EXECUTED OPERATION AND MAINTENANCE AGREEMENT FOR THIS FACILITY.



GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

STORMWATER CONTROL MEASURE 'D' PLAN VIEW
1" = 20'

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELOPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 034355 LINDA J. VASILIOU

REVISIONS

NO.	DATE

PLAN INFORMATION

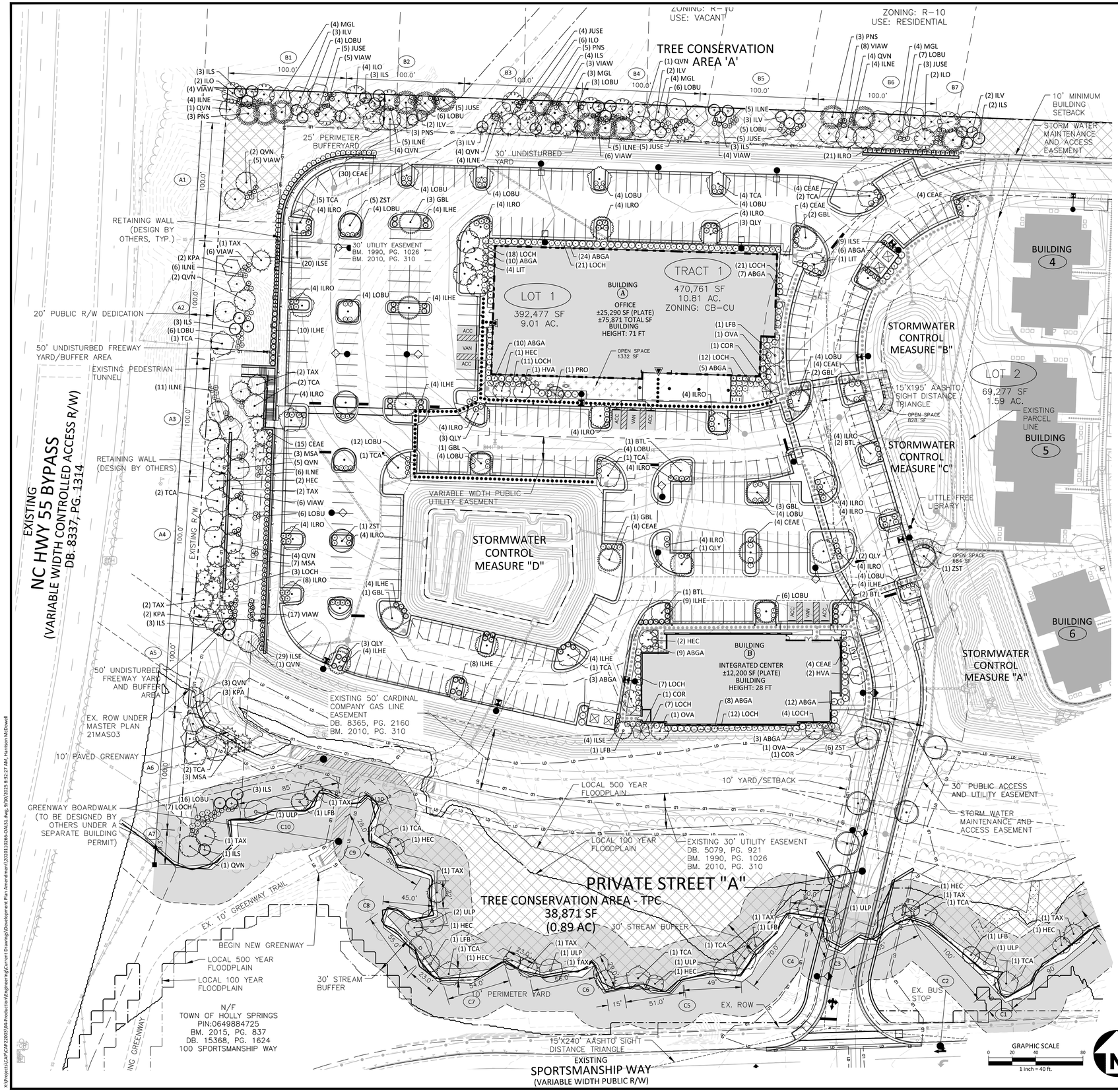
PROJECT NO.	CAP-22003
FILENAME	CAP22003-SWD
CHECKED BY	LJV
DRAWN BY	
SCALE	1" = 40'
DATE	09. 12. 2025

SHEET

SCM "D" PLAN AND DETAILS

C9.00

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\CAP22003-SWD.dwg, 9/10/2025 8:31:49 AM, Harrison McDowell



SITE LEGEND

	SIGNAGE		ACCESSIBLE ROUTE
	YARD LIGHTS		PHASE LINE
	LIGHT POLE		PROPERTY LINE
	POWER POLE		RIGHT-OF-WAY LINE
	TRAFFIC DIRECTIONAL ARROW		LOT LINE
ACC VAN	ACCESSIBLE PARKING STALL		EASEMENT LINE
VAN	VAN ACCESSIBLE PARKING STALL		CENTERLINE
	ACCESSIBLE RAMPS	TC TC TC TC TC TC	TREE CONSERVATION AREA
			STREAM BUFFER

PLANT SCHEDULE SITE

SYMBOL	CODE	COMMON NAME	BOTANICAL NAME
EVERGREEN TREES			
	ILO	AMERICAN HOLLY	ILEX OPACA
	MGL	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA
	PNS	WHITE PINE	PINUS STROBUS
	QVN	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA
DECIDUOUS CANOPY TREES			
	BTL	SWEET BIRCH	BETULA LENTA
	GBL	MAIDENHAIR TREE	GINKGO BILOBA
	LIT	ARNOLD TULIP POPLAR	LIRIODENDRON TULIPIFERA 'ARNOLD'
	QLY	OVERCUP OAK	QUERCUS LYRATA
	TAX	BALD CYPRESS	TAXODIUM DISTICHUM
	TCA	LITTLELEAF LINDEN	TILIA CORDATA
	ULP	LACEBARK ELM	ULMUS PARVIFOLIA
	ZST	SAWLEAF ZELKOVA	ZELKOVA SERRATA
EVERGREEN UNDERSTORY TREES			
	ILS	NELLIE R. STEVENS HOLLY	ILEX X 'NELLIE R. STEVENS'
	ILV	YAUPON HOLLY	ILEX VOMITORIA
	MSA	SAUCER MAGNOLIA	MAGNOLIA X SOULANGEANA
SMALL DECIDUOUS TREES			
	COR	STELLAR PINK® DOGWOOD	CORNUS X 'RUTGAN'
	HEC	SILVERBELL	HALESIA CAROLINA
	HVA	COMMON WITCH HAZEL	HAMAMELIS VIRGINIANA
	KPA	GOLDEN RAIN TREE	KOELREUTERIA PANICULATA
	LFB	BILOXI CRAPE MYRTLE	LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'
	OVA	AMERICAN HOPHORNBEAM	OSTRYA VIRGINIANA
	PRO	OKAME FLOWERING CHERRY	PRUNUS X 'OKAME'
SHRUBS			
	ABGA	TWIST OF LIME GLOSSY ABELIA	ABELIA X GRANDIFLORA 'HOPLEYS'
	CEAE	NEW JERSEY TEA	CEANOTHUS AMERICANUS
	ILHE	HELER JAPANESE HOLLY	ILEX CRENATA 'HELLERI'
	ILNE	NEEDLEPOINT CHINESE HOLLY	ILEX CORNUTA 'NEEDLEPOINT'
	ILRO	ROTUNDA DWARF CHINESE HOLLY	ILEX CORNUTA 'ROTUNDA'
	ILSE	STEEDS JAPANESE HOLLY	ILEX CRENATA 'STEEDS'
	JUSE	SEA GREEN PFITZER JUNIPER	JUNIPERUS X PFITZERIANA 'SEA GREEN'
	LOBU	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'
	LOCH	PURPLELEAF FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM
	VIAW	CHINDO SWEET VIBURNUM	VIBURNUM AWABUKI 'CHINDO'

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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SARA RUNGE DONOHOE 2027 SEAL NOT FOR CONSTRUCTION

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	2020110266-OAS1
CHECKED BY	LJV
DRAWN BY	MCG
SCALE	1"=40'
DATE	09. 12. 2025

SHEET

LANDSCAPE PLAN

L5.01

X:\Projects\CAP\CAP22003\04-Production\1Engineering\Current Drawings\1Development Plan Amendment\2020110266-OAS1.dwg, 9/10/2025 8:32:27 AM, Harrison McDowell

PLANT SCHEDULE SITE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	REMARKS
DECIDUOUS CANOPY TREES						
	BTL	6	SWEET BIRCH	BETULA LENTA	2.5" MIN	9.5%
	GBL	13	MAIDENHAIR TREE	GINKGO BILOBA	2.5" MIN	20.6%
	LIT	5	ARNOLD TULIP POPLAR	LIRIODENDRON TULIPIFERA 'ARNOLD'	2.5" MIN	7.9%
	QLY	12	OVERCUP OAK	QUERCUS LYRATA	2.5" MIN	19%
	TCA	14	LITTLELEAF LINDEN	TILIA CORDATA	2.5" MIN	22.2%
	ZST	13	SAWLEAF ZELKOVA	ZELKOVA SERRATA	2.5" MIN	20.6%
	SUBTOTAL:	63				
SMALL DECIDUOUS TREES						
	COR	3	STELLAR PINK® DOGWOOD	CORNUS X 'RUTGAN'	1.5" MIN	20%
	HEC	3	SILVERBELL	HALESIA CAROLINA	1.5" MIN	20%
	HVA	3	COMMON WITCH HAZEL	HAMAMELIS VIRGINIANA	1.5" MIN	20%
	LFB	2	BILOXI CRAPE MYRTLE	LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'	1.5" MIN	13.3%
	OVA	3	AMERICAN HOPHORNBEAM	OSTRYA VIRGINIANA	1.5" MIN	20%
	PRO	1	OKAME FLOWERING CHERRY	PRUNUS X 'OKAME'	1.5" MIN	6.6%
	SUBTOTAL:	15				

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	REMARKS
SHRUBS						
	ABGA	97	TWIST OF LIME GLOSSY ABELIA	ABELIA X GRANDIFLORA 'HOPLEYS'	36" MIN	17.3%
	CEAE	73	NEW JERSEY TEA	CEANOTHUS AMERICANUS	36" MIN	13%
	ILHE	55	HELER JAPANESE HOLLY	ILEX CRENATA 'HELLERI'	36" MIN	9.8%
	ILRO	97	ROTUNDA DWARF CHINESE HOLLY	ILEX CORNUTA 'ROTUNDA'	36" MIN	17.3%
	ILSE	62	STEEDS JAPANESE HOLLY	ILEX CRENATA 'STEEDS'	36" MIN	11%
	LOBU	62	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'	36" MIN	11%
	LOCH	113	PURPLELEAF FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM	36" MIN	20.2%
	SUBTOTAL:	559				

SPECIES DIVERSITY

INCLUDES PLANT TOTALS FROM OVERALL SITE (EXCLUDING BUFFERS)

CANOPY TREES
TOTAL: 63
- MAX. OF ONE SPECIES ALLOWED: =15.75 (25%)
- MAX. OF ONE SPECIES PROVIDED: =14

UNDERSTORY TREES
TOTAL: 15
- MAX. OF ONE SPECIES ALLOWED: =3.75 (25%)
- MAX. OF ONE SPECIES PROVIDED: =3

SHRUBS
TOTAL: 559
- MAX. OF ONE SPECIES ALLOWED: =139.75 (25%)
- MAX. OF ONE SPECIES PROVIDED: =113

GENERAL NOTES

1. BUFFER SEGMENTS NOT MEETING A–20 BUFFER REQUIREMENTS SHALL BE RE–PLANTED PER THE 20' PRESERVATION (A–20) GREENBELT DETAIL THIS PAGE.
2. ALL TREES SHALL BE LOCATED A MINIMUM OF 25' FROM THE BASE OF ALL STREET LIGHT POLES.
3. ALL TREES SHALL BE LOCATED OUTSIDE OF SITE DISTANCE TRIANGLES. THE TOWN SHALL TRIM OR REMOVE ANY STREET TREES OR LIMBS THAT CONFLICT WITH SIGHT DISTANCE REQUIREMENTS.
4. STREET TREES SHALL INCLUDE A ROOT GUARD LOCATED BETWEEN BACK OF CURB AND SIDEWALK PER TOWN OF HOLLY SPRINGS STANDARDS. SEE DETAIL THIS SHEET.
5. AT THE TIME OF INSTALLATION THE NURSERY TAGS MUST REMAIN ON ALL STREET TREES AND A WRITTEN STATEMENT FROM THE CONTRACTOR, CERTIFIED BY THE LANDSCAPE ARCHITECT, MUST BE SUBMITTED TO THE DEPARTMENT OF PLANNING AND ZONING TO CERTIFY THAT THE CORRECT SPECIES OF TREES HAVE BEEN INSTALLED.
6. STREET TREES ARE TO BE CENTERED IN THE PUBLIC RIGHT–OF–WAY WITHIN THE UTILITY STRIP BETWEEN SIDEWALK AND BACK OF CURB.
7. HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF LANDSCAPING AFTER EXPIRATION OF THE INITIAL LANDSCAPE WARRANTY.
8. TREE LOCATIONS ARE SCHEMATIC AND MAY BE FIELD ADJUSTED DURING CONSTRUCTION TO AVOID CONFLICTS WITH UNDERGROUND UTILITIES.

LANDSCAPING 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. CONTRACTOR IS RESPONSIBLE FOR THE SITE INSPECTION BEFORE LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE BEGINNING DEMOLITION OR INSTALLATION.
4. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, DRAWINGS OR SITE CONDITIONS FOR RESOLUTION PRIOR TO INSTALLATION.
5. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THIS PLAN IS FOR PLANTING PURPOSES ONLY. FOR INFORMATION REGARDING BUILDINGS, GRADING, WALLS, ETC., REFER TO ARCHITECTURE, SITE AND GRADING PLANS.
7. 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.
8. CONTRACTOR TO ENSURE PROPER STABILIZATION AND SEEDING OF THE SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
9. 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.
10. 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.
11. 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.
12. 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.
13. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT TO ESTABLISH THE EXTENTS OF MULCH/SEED/SOD IF NOT SPECIFICALLY SHOWN ON PLANS.
14. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL PLANTING AREAS.
14. PROPOSED TREES TO BE PLANTED A MINIMUM 25 FEET FROM ANY LIGHT POLE AS MEASURED FROM TRUNK OF THE TREE TO THE POLE.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 STAGGER 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.
23. SEE LANDSCAPE DETAILS FOR TREE STAKING REQUIREMENTS.
24. ALL PROPOSED PLANTINGS TO BE IN MULCH PLANTING BED UNLESS OTHERWISE SPECIFIED. EXCAVATE EDGES OF ALL PLANTING BEDS TO 2 INCH DEPTH TO FORM A NEAT AND CRISP DEFINITION.
25. CONTRACTOR SHALL REMOVE DEBRIS AND FINE GRADE ALL PLANTING AREAS PRIOR TO INSTALLATION.
26. REMOVE GUY WIRES AND STAKES AT END OF WARRANTY PERIOD OR ESTABLISHMENT.
27. 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.
28. PLANTING MATERIAL LOCATED WITHIN 5 FT OF BACK OF CURB AND LOCATED AT A CRITICAL TURNING POINT WITHIN A PARKING AREA SHALL BE MAINTAINED NOT TO EXCEED 36 IN.

WARRANTY & MAINTENANCE:

1. WARRANTY: INSTALLER SHALL REPAIR OR REPLACE ANY PLANTINGS THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
   - DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT, ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
   - STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
2. INSTALLER SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE PLANTING DATE. 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.
3. MAINTENANCE: INITIAL MAINTENANCE SHALL BE PROVIDED IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL SUBSTANTIAL COMPLETION. UPON SUBSTANTIAL COMPLETION, MAINTENANCE FOR ALL PLANT MATERIAL SHALL BE PROVIDED FOR ONE YEAR AT A MINIMUM SHALL INCLUDE:
   - TREE AND SHRUB MAINTENANCE: MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, AND RESETTING TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
   - GROUND COVER AND PLANT MAINTENANCE: MAINTAIN AND ESTABLISH PLANTINGS BY WATERING, WEEDING, FERTILIZING, MULCHING, AND OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS.
   - PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.
4. OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPE BY KEEPING LAWNS MOWED, ALL PLANTINGS 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.

INTERIOR PARKING AREA

TOTAL PARKING SPACES:	367 (9 OF 367 ACCESSIBLE)
PARKING ISLANDS REQUIRED:	37 (1 ISLAND PER 10 SPACES)
PARKING ISLANDS PROVIDED:	53 ISLANDS
CANOPY TREES REQUIRED:	53 (1/ISLAND)
CANOPY TREES PROVIDED:	53
SHRUBS REQUIRED:	212 (4/ISLAND)
SHRUBS PROVIDED:	212

STREET TREES CALCULATIONS

ENTRANCE FROM SPORTSMANSHIP WAY	324 LF
TREES REQUIRED:	7 (1/50 LF)
TREES PROVIDED:	6 *DUE TO EXISTING EASEMENTS

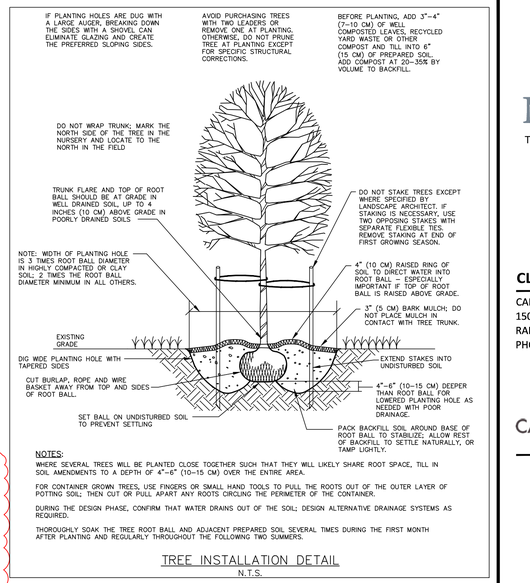
FOUNDATION LANDSCAPING BUILDING A

NORTH FACADE	
REQUIRED TREES	240 LF / 75 = 3 CANOPY OR 6 UNDERSTORY TREES
PROVIDED TREES	3 CANOPY TREES (RELOCATED TO WEST FACADE)
REQUIRED SHRUBS	240 LF / 5 = 48 LARGE OR 68 MEDIUM OR 136 SMALL SHRUBS
PROVIDED SHRUBS	48 LARGE SHRUBS AT 36" HEIGHT (2 RELOCATED TO SOUTH FACADE)
WEST FACADE	
REQUIRED TREES	110 LF / 75 = 1 CANOPY OR 3 UNDERSTORY TREES
PROVIDED TREES	1 CANOPY TREE
REQUIRED SHRUBS	110 LF / 5 = 22 LARGE OR 33 MEDIUM OR 66 SMALL SHRUBS
PROVIDED SHRUBS	22 LARGE SHRUBS AT 36" HEIGHT
SOUTH FACADE	
REQUIRED TREES	240 LF / 75 = 3 CANOPY OR 6 UNDERSTORY TREES
PROVIDED TREES	6 UNDERSTORY TREES (2 RELOCATED TO EAST FACADE)
REQUIRED SHRUBS	240 LF / 5 = 48 LARGE OR 69 MEDIUM OR 138 SMALL SHRUBS
PROVIDED SHRUBS	48 LARGE SHRUBS AT 36" HEIGHT (7 RELOCATED TO EAST FACADE, 5 TO WEST FACADE)
EAST FACADE	
REQUIRED TREES	105 LF / 75 = 1 CANOPY OR 3 UNDERSTORY TREES
PROVIDED TREES	1 CANOPY TREE (RELOCATED TO PLANTING ISLAND*)
REQUIRED SHRUBS	105 LF / 5 = 21 LARGE OR 36 MEDIUM OR 72 SMALL SHRUBS
PROVIDED SHRUBS	21 LARGE SHRUBS AT 36" HEIGHT (5 RELOCATED TO PLANTING ISLAND*)

FOUNDATION LANDSCAPING BUILDING B

NORTH FACADE	
REQUIRED TREES	170 LF / 75 = 2 CANOPY OR 4 UNDERSTORY TREES
PROVIDED TREES	4 UNDERSTORY TREES (RELOCATED TO SOUTH FACADE)
REQUIRED SHRUBS	170 LF / 5 = 34 LARGE OR 51 MEDIUM OR 102 SMALL SHRUBS
PROVIDED SHRUBS	34 LARGE SHRUBS AT 36" HEIGHT (9 SHRUBS RELOCATED TO PLANTING ISLANDS*, 25 SHRUBS RELOCATED TO SOUTH FACADE)
WEST FACADE	
REQUIRED TREES	77 LF / 75 = 1 CANOPY OR 2 UNDERSTORY TREES
PROVIDED TREES	2 UNDERSTORY TREES
REQUIRED SHRUBS	77 LF / 5 = 16 LARGE OR 24 MEDIUM OR 48 SMALL SHRUBS
PROVIDED SHRUBS	16 LARGE SHRUBS AT 36" HEIGHT
SOUTH FACADE (DOES NOT FACE STREET OR PARKING AREA)	
REQUIRED TREES	25% OF 170 LF > 43 LF / 75 = 1 CANOPY OR 1 UNDERSTORY TREE
PROVIDED TREES	1 UNDERSTORY TREE
REQUIRED SHRUBS	25% OF 170 LF > 43 LF / 75 = 9 LARGE OR 13 MEDIUM OR 26 SMALL SHRUBS
PROVIDED SHRUBS	9 LARGE SHRUBS AT 36" HEIGHT
EAST FACADE	
REQUIRED TREES	77 LF / 75 = 1 CANOPY OR 2 UNDERSTORY TREES
PROVIDED TREES	2 UNDERSTORY TREES
REQUIRED SHRUBS	77 LF / 5 = 16 LARGE OR 24 MEDIUM OR 48 SMALL SHRUBS
PROVIDED SHRUBS	16 LARGE SHRUBS AT 36" HEIGHT

*DUE TO LIMITED PLANTING AREA ALONG BUILDING FACADES SOME FOUNDATION PLANTINGS HAVE BEEN RELOCATED TO PLANTING ISLANDS ADJACENT TO FACADES. FOR BUILDING A FOUNDATION PLANTINGS ARE LOCATED IN THE PLANTING ISLAND AT THE NORTHEAST CORNER OF THE BUILDING. FOR BUILDING B FOUNDATION PLANTINGS ARE LOCATED IN 2 PLANTING ISLANDS IN FRONT OF THE NORTH FACADE.



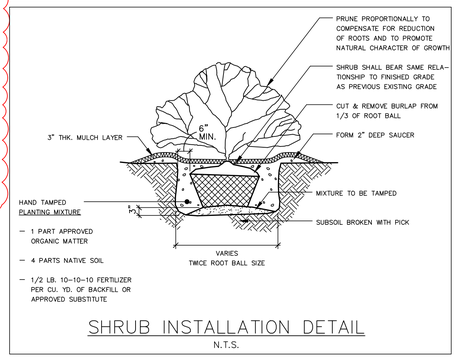
NOTES:
WHERE SEVERAL TREES WILL BE PLANTED CLOSE TOGETHER SUCH THAT THEY WILL LIKELY SHARE ROOT SPACE, TILL IN SOIL AMENDMENTS TO A DEPTH OF 4"–6" (10–15 CM) OVER THE ENTIRE AREA.

FOR CONTAINER GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.

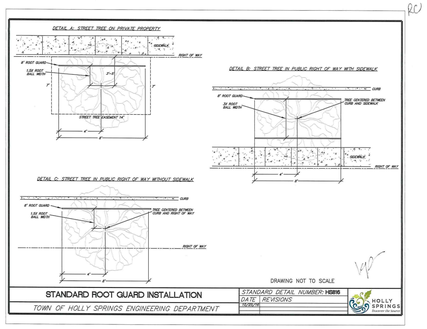
DURING THE DESIGN PHASE, CONFIRM THAT WATER DRAINS OUT OF THE SOIL; DESIGN ALTERNATIVE DRAINAGE SYSTEMS AS REQUIRED.

THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.

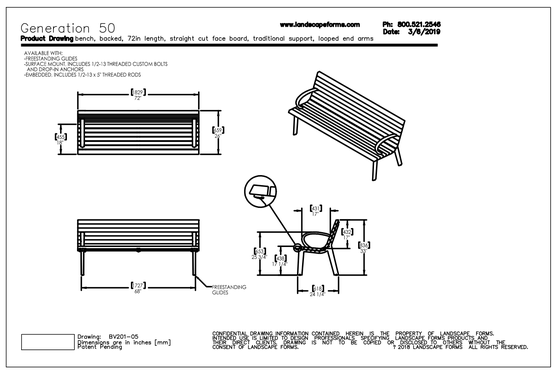
TREE INSTALLATION DETAIL
N.T.S.

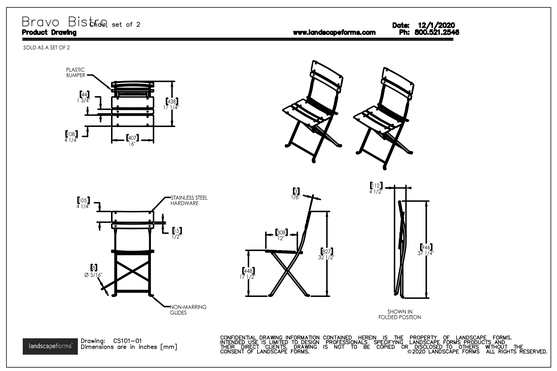


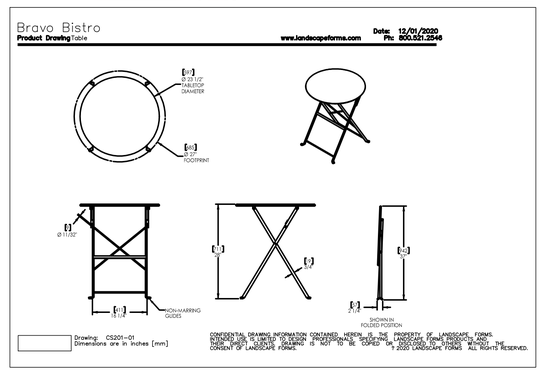
SHRUB INSTALLATION DETAIL
N.T.S.



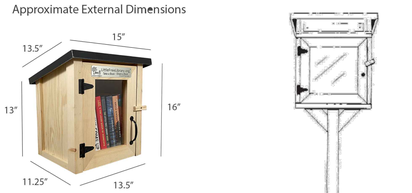
HARDSCAPE AREA FURNISHING DETAILS







Approximate External Dimensions





MODEL: MINI SHED LITTLE FREE LIBRARY AND LIBRARY POST WITH TOPPER KIT
MANUFACTURER: LITTLE FREE LIBRARY

NOTES:
1. CONTRACTOR TO PAINT OR STAIN LIBRARY AND POST PRIOR TO INSTALLATION
2. ASSEMBLE AND INSTALL PER MANUFACTURER SPECIFICATIONS

LITTLE FREE LIBRARY
SCALE: NTS

SEE SHEET C0.00 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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CAP-22003
FILENAME	CAP22003-LS1
CHECKED BY	LJV
DRAWN BY	MCG
SCALE	
DATE	09. 12. 2025

SHEET

LANDSCAPE NOTES AND DETAILS

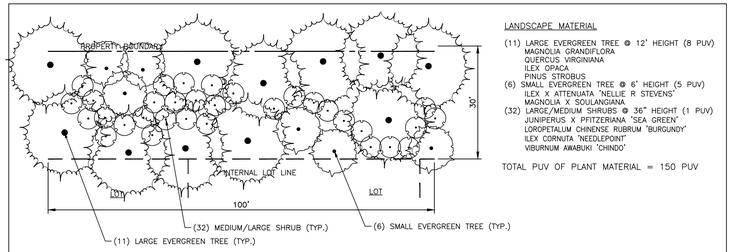
L5.02

1317 N MAIN COMMERCIAL TRACT DEVELOPMENT PLAN
DEVELOPMENT PLANS - AMENDMENT #4
1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawing\Development Plan Amendment\20251102066-OALS1.dwg, 9/10/2025 8:32:36 AM, Harrison McDowell

PLANT SCHEDULE 30' C-150 PERIMETER BUFFERYARD

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT	REMARKS
EVERGREEN TREES							
	ILO	14	AMERICAN HOLLY	ILEX OPACA	-	12` MIN	6.93%
	MGL	15	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	-	12` MIN	7.43%
	PNS	14	WHITE PINE	PINUS STROBUS	-	12` MIN	6.93%
	QVN	14	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	-	12` MIN	6.93%
EVERGREEN UNDERSTORY TREES							
	ILS	15	NELLIE R. STEVENS HOLLY	ILEX X 'NELLIE R. STEVENS'	-	6`	7.43%
	ILV	15	YAUPON HOLLY	ILEX VOMITORIA	-	6`	7.43%
SYMBOL	**CODE**	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**HEIGHT**	**REMARKS**
SHRUBS							
	ILNE	27	NEEDLEPOINT CHINESE HOLLY	ILEX CORNUTA 'NEEDLEPOINT'	36" MIN		13.37%
	JUSE	27	SEA GREEN PFITZER JUNIPER	JUNIPERUS X PFITZERIANA 'SEA GREEN'	36" MIN		13.37%
	LOBU	31	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'	36" MIN		15.35%
	VIAW	30	CHINDO SWEET VIBURNUM	VIBURNUM AWABUKI 'CHINDO'	36" MIN		14.85%



LANDSCAPE MATERIAL

(11) LARGE EVERGREEN TREE @ 12' HEIGHT (8 PUV)
- MAGNOLIA GRANDIFLORA
- QUERCUS VIRGINIANA
- ILEX OPACA
- PINUS STROBUS

(6) SMALL EVERGREEN TREE @ 6' HEIGHT (5 PUV)
- ILEX X ATTENUATA 'NELLIE R STEVENS'
- MAGNOLIA X SOULANGIANA

(32) LARGE/MEDIUM SHRUBS @ 36" HEIGHT (1 PUV)
- JUNIPERUS X PFITZERIANA 'SEA GREEN'
- LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'
- ILEX CORNUTA 'NEEDLEPOINT'
- VIBURNUM AWABUKI 'CHINDO'

TOTAL PUV OF PLANT MATERIAL = 150 PUV

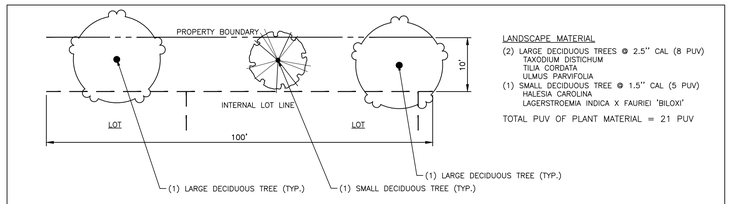
30' (C-150) LANDSCAPE PERIMETER BUFFERYARD
NOT TO SCALE
(MAXIMUM 25% OF ANY SPECIES FOR SECTIONS REQUIRING MORE THAN 25 TREES)

30' C-150 PERIMETER BUFFERYARD					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
B1 100 LF	*(3) EX LARGE DECIDUOUS TREES @ 2"-4" CAL (3 PUV) *(1) EX LARGE DECIDUOUS TREES @ 4"-6" CAL (6 PUV) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (17) LARGE/MED SHRUBS @ 36" HT (1 PUV)	9 6 88 30 17	 150	6.00% 4.00% 58.67% 20.00% 11.33%	C-150
B2 100 LF	*(1) EX LARGE DECIDUOUS TREES @ 4"-6" CAL (6 PUV) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (26) LARGE/MED SHRUBS @ 36" HT (1 PUV)	6 88 30 26	 150	4.00% 58.67% 20.00% 17.33%	C-150
B3 100 LF	*(1) EX LARGE DECIDUOUS TREES @ 4"-6" CAL (6 PUV) *(3) EX LARGE DECIDUOUS TREES @ >6" CAL (9) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (3) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (14) LARGE/MED SHRUBS @ 36" HT (1 PUV)	6 27 88 15 14	 150	4.00% 18.00% 58.67% 10.00% 9.33%	C-150
B4 100 LF	*(2) EX LARGE DECIDUOUS TREES @ 2"-4" CAL (3 PUV) *(1) EX LARGE DECIDUOUS TREES @ >6" CAL (9 PUV) (11) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (22) LARGE/MED SHRUBS @ 36" HT (1 PUV)	6 9 88 25 22	 150	4.00% 6.00% 58.67% 16.66% 14.67%	C-150
B5 100 LF	(8) EX LARGE EVERGREEN TREES @ >12' HT (12 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (24) LARGE/MED SHRUBS @ 36" HT (1 PUV)	96 30 24	 150	64.00% 20.00% 16.00%	C-150
B6 100 LF	(4) EX LARGE EVERGREEN TREES @ >12' HT (12 PUV) (1) EX LARGE EVERGREEN TREES @ 8"-12' HT (8 PUV) (10) LARGE EVERGREEN TREES @ >12' HT (8 PUV) (14) LARGE/MED SHRUBS @ 36" HT (1 PUV)	48 8 80 14	 150	32.00% 5.33% 53.34% 9.33%	C-150
B7 40 LF	(4) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (4) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (8) LARGE/MED SHRUBS @ 36" HT (1 PUV)	32 20 8	 60	53.33% 33.33% 13.34%	C-150 (60 REQ)

* DENOTES INSTANCES WHERE A DECIDUOUS TREE HAS BEEN COUNTED TOWARDS EVERGREEN PUV REQUIREMENTS PER TABLE 7.01-D OF THE HOLLY SPRINGS UDO LANDSCAPE REGULATIONS

PLANT SCHEDULE 10' A-20 LANDSCAPE PERIMETER YARD

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	REMARKS
DECIDUOUS CANOPY TREES						
	TAX	7	BALD CYPRESS	TAXODIUM DISTICHUM	2.5" MIN	23.33%
	TCA	6	LITTLELEAF LINDEN	TILIA CORDATA	2.5" MIN	20.00%
	ULP	7	LACEBARK ELM	ULMUS PARVIFOLIA	2.5" MIN	23.33%
SMALL DECIDUOUS TREES						
	HEC	6	SILVERBELL	HALESIA CAROLINA	1.5" MIN	20.00%
	LFB	4	BILOXI CRAPE MYRTLE	LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'	1.5" MIN	13.33%



LANDSCAPE MATERIAL

(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV)
- TAXODIUM DISTICHUM
- TILIA CORDATA
- ULMUS PARVIFOLIA

(1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)
- HALESIA CAROLINA
- LAGERSTROEMIA INDICA X FAURIEI 'BILOXI'

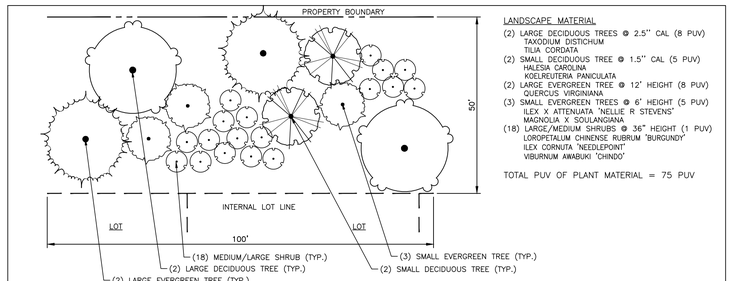
TOTAL PUV OF PLANT MATERIAL = 21 PUV

10' (A-20) LANDSCAPE PERIMETER YARD
NOT TO SCALE
(MAXIMUM 25% OF ANY SPECIES FOR SECTIONS REQUIRING MORE THAN 25 TREES)

10' A-20 PERIMETER YARD					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
C1 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C2 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C3 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C4 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C5 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C6 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C7 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C8 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C9 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20
C10 85 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)	16 5	 21	76.19% 23.81%	A-20 (17 REQ)

PLANT SCHEDULE 50' FREEWAY YARD/BUFFER AREA B-75 - UNDISTURBED

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT	REMARKS
EVERGREEN TREES							
	QVN	18	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	-	12` MIN	11.25%
DECIDUOUS CANOPY TREES							
	TAX	8	BALD CYPRESS	TAXODIUM DISTICHUM	2.5" MIN		5.00%
	TCA	7	LITTLELEAF LINDEN	TILIA CORDATA	2.5" MIN		4.38%
EVERGREEN UNDERSTORY TREES							
	ILS	10	NELLIE R. STEVENS HOLLY	ILEX X 'NELLIE R. STEVENS'	-	6`	6.25%
	MSA	13	SAUCER MAGNOLIA	MAGNOLIA X SOULANGEANA	-	6`	8.13%
SMALL DECIDUOUS TREES							
	HEC	2	SILVERBELL	HALESIA CAROLINA	1.5" MIN		2.50%
	KPA	7	GOLDEN RAIN TREE	KOELREUTERIA PANICULATA	1.5" MIN		3.13%
SYMBOL	**CODE**	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**HEIGHT**	**REMARKS**
SHRUBS							
	ILNE	23	NEEDLEPOINT CHINESE HOLLY	ILEX CORNUTA 'NEEDLEPOINT'	36" MIN		14.38%
	LOBU	28	BURGUNDY FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'	36" MIN		6.25%
	LOCH	10	PURPLELEAF FRINGE FLOWER	LOROPETALUM CHINENSE RUBRUM	36" MIN		17.50%
	VIAW	34	CHINDO SWEET VIBURNUM	VIBURNUM AWABUKI 'CHINDO'	36" MIN		21.25%



LANDSCAPE MATERIAL

(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV)
- TAXODIUM DISTICHUM
- TILIA CORDATA

(2) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV)
- HALESIA CAROLINA
- KOELREUTERIA PANICULATA

(2) LARGE EVERGREEN TREE @ 12' HEIGHT (8 PUV)
- QUERCUS VIRGINIANA

(3) SMALL EVERGREEN TREES @ 6' HEIGHT (5 PUV)
- ILEX X ATTENUATA 'NELLIE R STEVENS'
- MAGNOLIA X SOULANGIANA

(18) LARGE/MEDIUM SHRUBS @ 36" HEIGHT (1 PUV)
- LOROPETALUM CHINENSE RUBRUM 'BURGUNDY'
- ILEX CORNUTA 'NEEDLEPOINT'
- VIBURNUM AWABUKI 'CHINDO'

TOTAL PUV OF PLANT MATERIAL = 75 PUV

50' FREEWAY YARD / BUFFER AREA (B-75) - UNDISTURBED
NOT TO SCALE
(MAXIMUM 25% OF ANY SPECIES FOR SECTIONS REQUIRING MORE THAN 25 TREES)

50' FREEWAY YARD / BUFFER AREA B-75-UNDISTURBED					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
A1 100 LF	(3) EX LARGE DECIDUOUS TREES @ 4"-6"CAL (12 PUV) *(2) EX LARGE DECIDUOUS TREES @ >6" CAL (9 PUV) (2) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) LARGE/MED SHRUBS @ 36" HT (1 PUV)	36 18 16 5	 75	48.00% 24.00% 21.33% 6.67%	B-75
A2 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (2) SMALL DECIDUOUS TREES @ 1.5" CAL (5 PUV) (2) LARGE EVERGREEN TREES @ >12' HT (8 PUV) (3) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (18) LARGE/MEDIUM SHRUBS @ 36" HT (1 PUV)	16 10 16 15 18	 75	4.00% 58.67% 20.00% 17.33%	B-75
A3 100 LF	(4) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV) (5) LARGE EVERGREEN TREES @ >12' HT (8 PUV) (3) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (15) LARGE/MED SHRUBS @ 36" HT (1 PUV)	32 5 40 15 15	 107	29.90% 4.67% 37.39% 14.02% 14.02%	B-75
A4 100 LF	(4) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREES @ 1.5" CAL (5 PUV) (4) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (15) LARGE/MED SHRUBS @ 36" HT (1 PUV)	32 5 32 30 15	 114	28.07% 4.39% 28.07% 26.31% 13.16%	B-75
A5 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (3) SMALL DECIDUOUS TREES @ 1.5" CAL (5 PUV) (2) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (5) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (17) LARGE/MED SHRUBS @ 36" HT (1 PUV)	16 15 16 25 17	 89	17.98% 16.85% 17.98% 28.09% 19.10%	B-75
A6 100 LF	(2) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) SMALL DECIDUOUS TREE @ 1.5" CAL (5 PUV) (2) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (6) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (20) LARGE/MED SHRUBS @ 36" HT (1 PUV)	16 10 16 30 20	 92	17.39% 10.87% 17.39% 32.62% 21.73%	B-75
A7 29.3 LF	(1) LARGE DECIDUOUS TREES @ 2.5" CAL (8 PUV) (1) LARGE EVERGREEN TREES @ 12' HT (8 PUV) (1) SMALL EVERGREEN TREES @ 6' HT (5 PUV) (3) LARGE/MED SHRUBS @ 36" HT (1 PUV)	8 8 5 3	 89	17.98% 16.85% 17.98% 28.09%	B-75 (22 REQ)

* DENOTES INSTANCES WHERE A DECIDUOUS TREE HAS BEEN COUNTED TOWARDS EVERGREEN PUV REQUIREMENTS PER TABLE 7.01-D OF THE HOLLY SPRINGS UDO LANDSCAPE REGULATIONS

NOTE: ADDITIONAL PLANTINGS HAVE BEEN PROVIDED ALONG THE GREENWAY TRAIL THAT EXCEED THE PLANTING REQUIREMENTS BY ToHS IN THE UNDISTURBED BUFFER.

SEE SHEET C0.00 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

CAPITAL ASSOCIATES
1501 SUNRISE AVENUE, SUITE 100
RALEIGH, NORTH CAROLINA 27608
PHONE: 919.233.9901

CAPITAL ASSOCIATES

1317 N MAIN COMMERCIAL TRACT DEVELPMENT PLAN

DEVELOPMENT PLANS - AMENDMENT #4

1317 NORTH MAIN STREET
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA LANDSCAPE ARCHITECT SEAL 2027 FINAL MINUTES NOT FOR CONSTRUCTION SARA RUNGE DONOHUE

REVISIONS

NO. DATE

PLAN INFORMATION

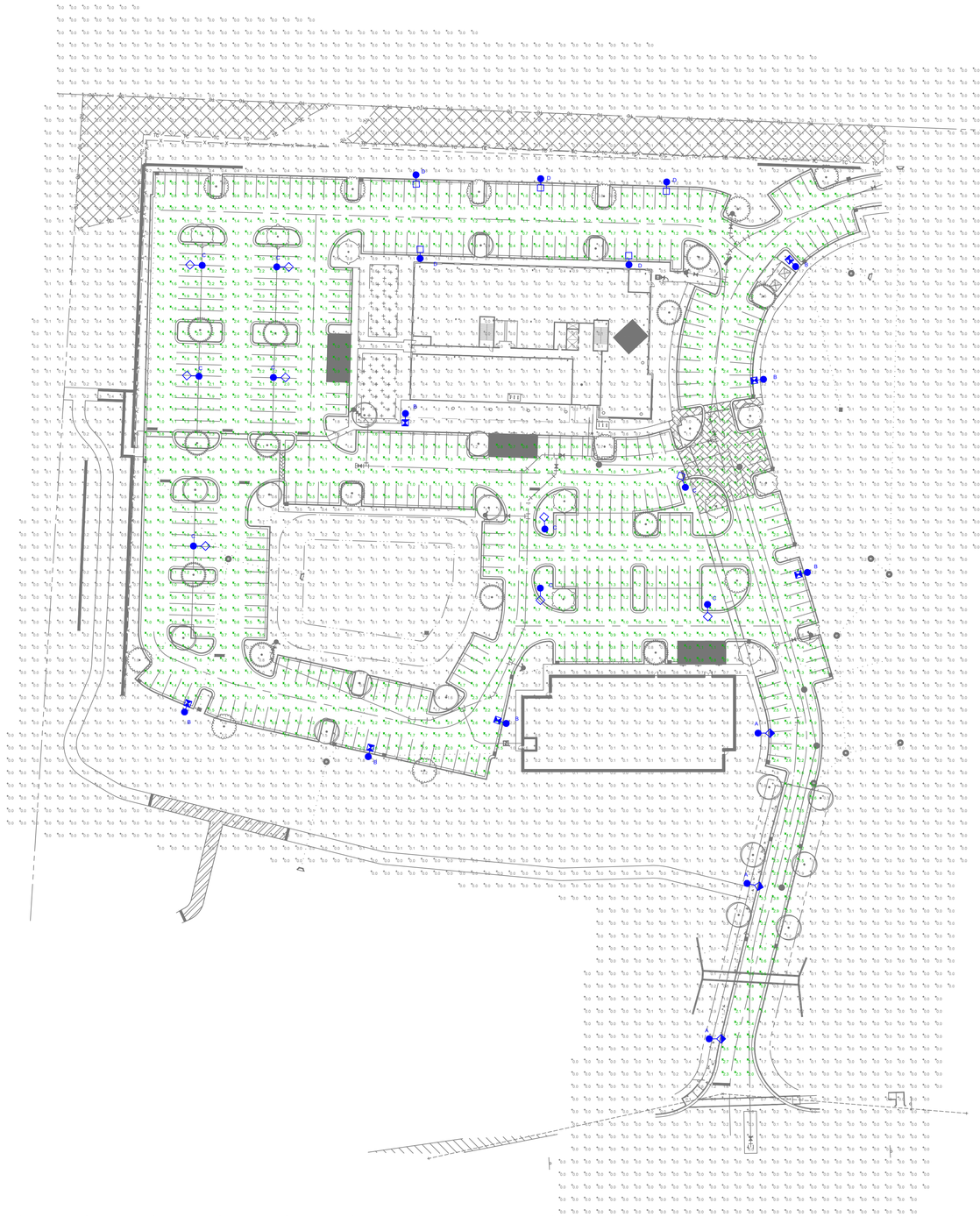
PROJECT NO.	CAP-22003
FILENAME	CAP22003-LS1
CHECKED BY	LJV
DRAWN BY	MCG
SCALE	
DATE	09. 12. 2025

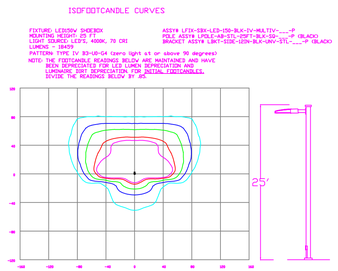
SHEET

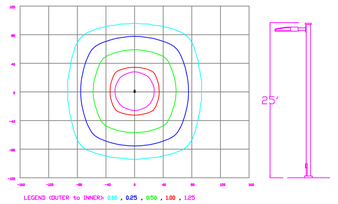
LANDSCAPE BUFFER NOTES AND DETAILS

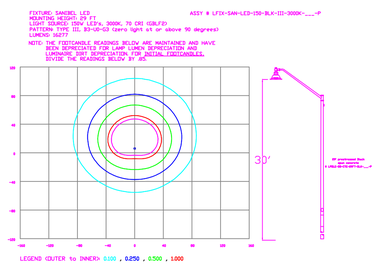
L5.03

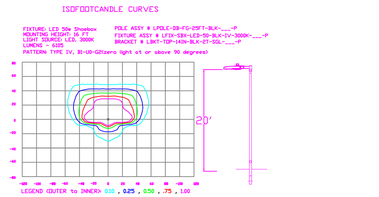
X:\Projects\CAP\CAP22003\04-Production\Engineering\Current Drawings\Development Plan Amendment\CAP22003-LS1.dwg, 9/10/2025 8:32:39 AM, Harrison McDowell











Outdoor Lighting



SHOEBOX LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	150 | 220 | 420 | 530 watts
Mounting height	25', 30', 35'
Color	Black | Bronze | Gray | White
Pole	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal
Applications	Neighborhoods Roadways Shopping centers

Light source: LED (white)

Wattage: 150 | 220 | 420 | 530 watts

Light pattern: IES Type V | Type IV (forward throw) | Type III

IESNA cutoff classification: Full-cutoff

BUG rating: 150W Type III = B2U0G3 / Type IV = B3U0G4 / Type V = B5U0G3
220W Type III = B2U0G4 / Type IV = B3U0G4 / Type V = B4U0G3
420W Type IV = B3U0G5 / Type V = B5U0G5
530W Type IV = B3U0G5 / Type V = B5U0G5

Color temperature: 4,000K

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Round tapered decorative metal*	35'	Black, Bronze
Decorative square metal*	25' and 30'	Black, Bronze, Gray, White
Fiberglass	25' and 30'	Black *(1 or 2 fixtures per pole)* Gray *(1 or 2 fixtures per pole)*



light distribution pattern

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

For additional information, email us at
DDLCarolinas@duke-energy.com.

DUKE ENERGY. PROGRESS

BUILDING A SMARTER ENERGY FUTURE™

©2023 Duke Energy Corporation 232298 DEP 3/22

Outdoor Lighting



SANIBEL LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	50 | 150 watts
Mounting height	12', 16', 29'
Color	Black
Pole	Smooth, round concrete
Applications	Neighborhoods Parks Pathways/walkways Shopping centers Streets

Light source: LED (white)

Wattage: 50 | 150 watts

Lumens: 6,358 | 6,773 | 16,160

Light pattern: IESNA Type III

IESNA cutoff classification: Full-cutoff

BUG rating: B2U0G2

Color temperature: 3,000K (50W) | 4,000K (50W/150W)



light distribution pattern

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Smooth, round concrete	12', 16', 29'	Black

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

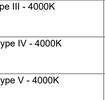
For additional information, contact
us at DDLCarolinas@duke-energy.com.

DUKE ENERGY. PROGRESS

BUILDING A SMARTER ENERGY FUTURE™

©2023 Duke Energy Corporation 232298 DEP 3/22

Outdoor Lighting



PEDESTRIAN SHOEBOX LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	50 watts
Mounting height	12' - 17'
Color	Black
Pole	Aluminum Fiberglass Concrete Decorative aluminum
Applications	Neighborhoods Parks Shopping centers

Light source: LED (white)

Wattage: 50 watts

Lumens: 6,105 | 6,458

Light pattern: IESNA Type IV

IESNA cutoff classification: Full-cutoff

BUG rating: Type IV = B1U0G2

Color temperature: 3,000K | 4,000K



light distribution pattern

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Aluminum	12', 15', 17'	Black
Fiberglass	16'	Black
Fluted Concrete	13'	Black
Decorative Aluminum	12', 16'	Black

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

For additional information, contact
us at DDLCarolinas@duke-energy.com.

DUKE ENERGY. PROGRESS

BUILDING A SMARTER ENERGY FUTURE™

©2023 Duke Energy Corporation 232298 DEP 3/22

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking	+	1.4 fc	4.1 fc	0.4 fc	10.3:1	3.5:1

Schedule

Symbol	Label	Quantity	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor
	A	3	LED 150w Sanibel - Type III - 4000K	1	15269	0.85
	B	7	LED 150w Shoebox - Type IV - 4000K	48	385	0.85
	C	9	LED 150w Shoebox - Type V - 4000K	48	408	0.85
	D	5	LED 50w Shoebox - Type IV - 3000K	16	382	0.85

NO.	DATE	REVISION	BY
Rev C	06/14/23	Updated Site Plan	NJ
Rev B	09/16/21	Updated Site Plan	NJ

DISTANCE CALIBRATION (INCHES)
0 0.5 1.0 2.0 3.0 4.0

LIGHTING DESIGN TOLERANCE

The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

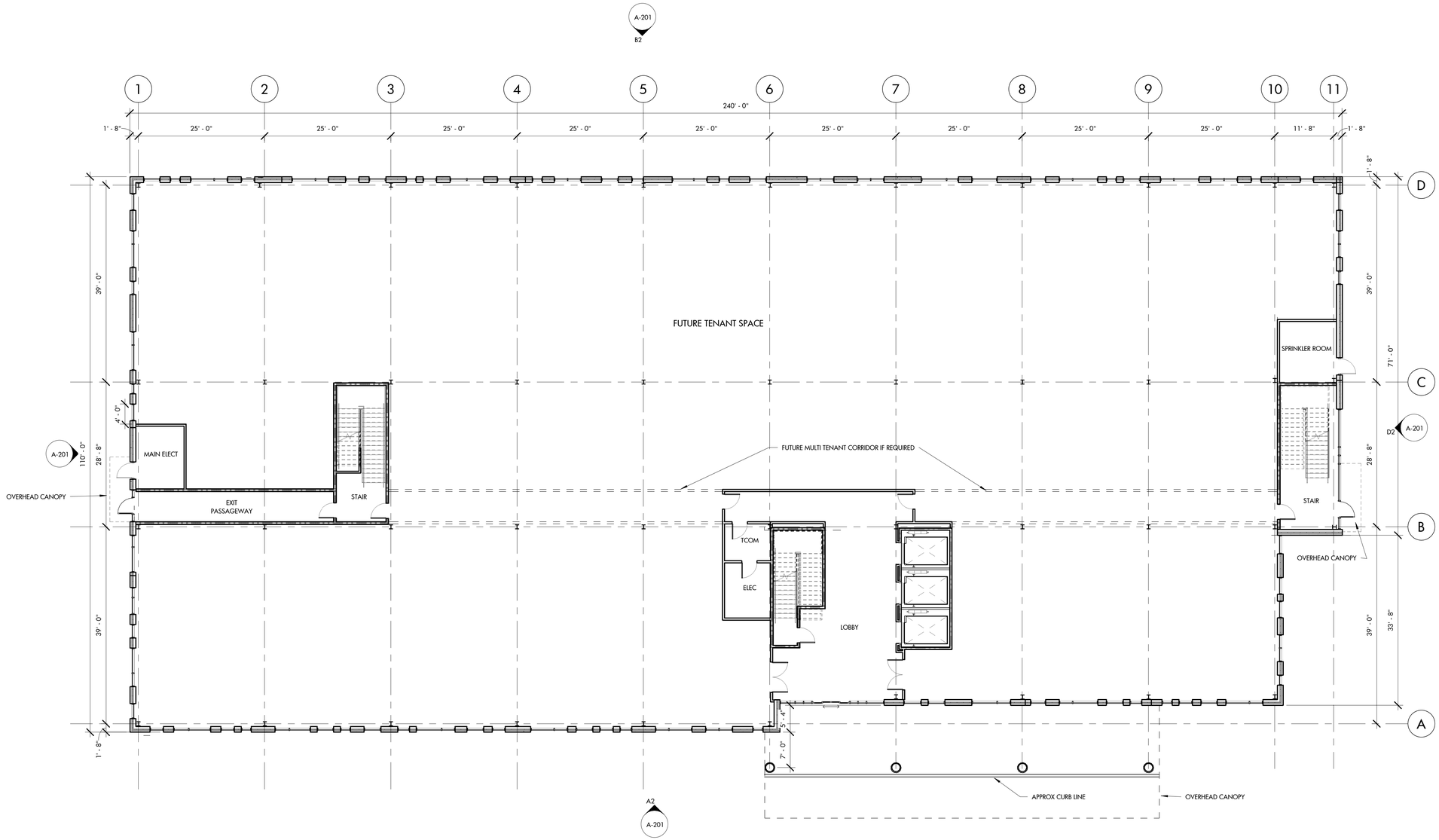
DUKE ENERGY® PROGRESS

PROPRIETARY & CONFIDENTIAL

This document together with the concepts and designs presented herein, presented as an instrument of service, is the sole property of Duke Energy, and is intended only for the specific purpose and prospective client as stated in the title block of this drawing. Any use, copying, reproduction or disclosure of the drawing, design or any information contained herein by the prospective customer or other entities, including without limitation, architects, engineers, or equipment manufacturers is hereby expressly prohibited and shall not be permitted absent prior written consent from, and payment of compensation to Duke Energy. Duke Energy disclaims any liability or responsibility for any unauthorized use of or reliance on this document.

1317 Main Street
Holly Springs, NC
SITE LIGHTING ARRANGEMENT

Designed by DUKE ENERGY PROGRESS LIGHTING SOLUTIONS
Reviewed by N. Johnson
Scale 1" = 50'
Date 06/14/2023
Size Drawing size "D"
Description LED Shoebox & Sanibel
Drawing No. 21-0171C
Sht. 1 OF 1



A1 / A-101 LEVEL 1 PLAN
3/32" = 1'-0"

HAGERSMITH
ARCHITECTURE | INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

300 S. DAWSON STREET
RALEIGH, NC 27601 | 919.821.5547
www.hagersmith.com
© COPYRIGHT 2025

SEALS





PROJECT 000-000

HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

CLIENT

CAPITAL ASSOCIATES

DRAWING TITLE

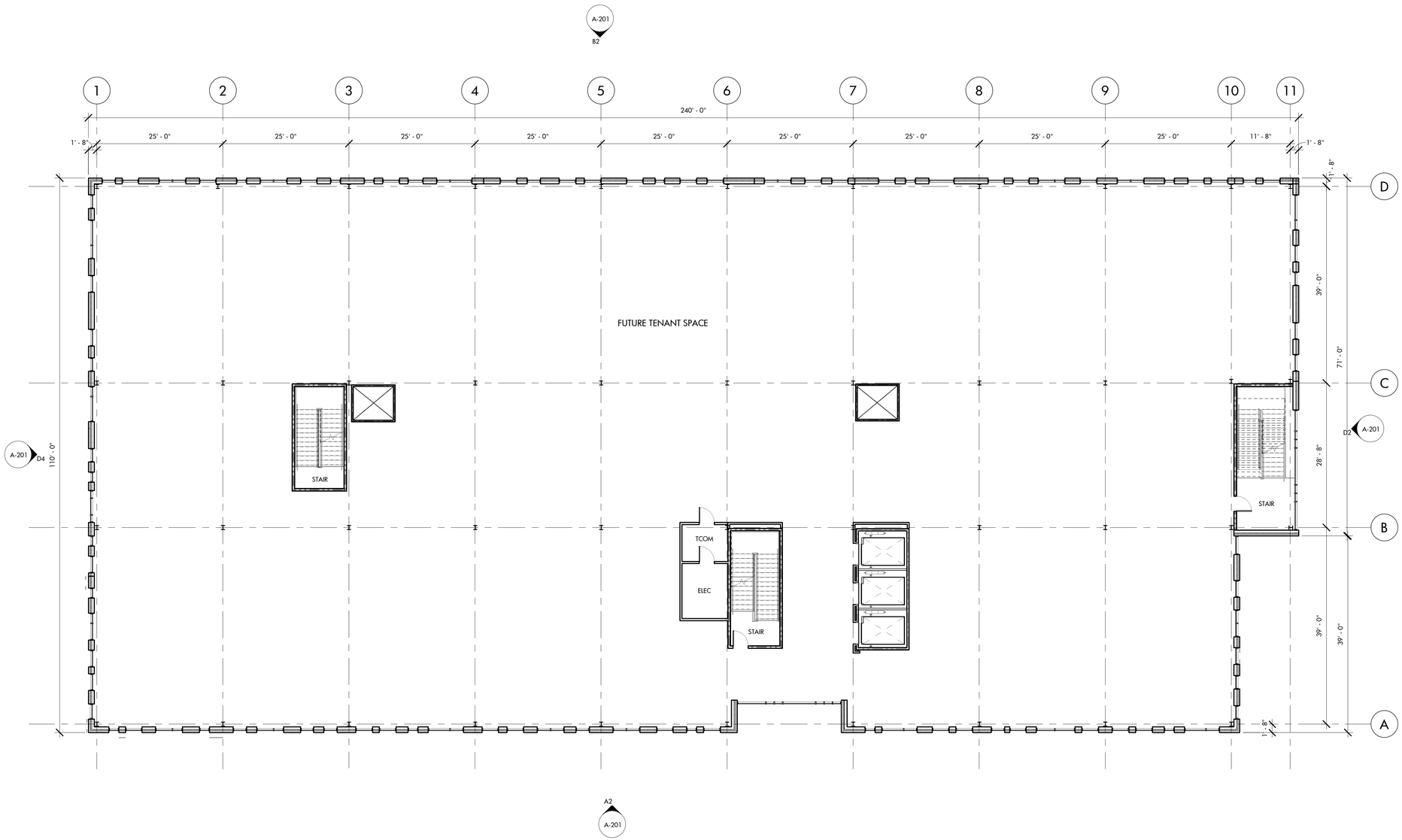
FIRST FLOOR PLAN

REVISIONS

NUMBER	DESCRIPTION	DATE

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/7/25 ___ OF ___

A-101



A1 / A-102 FLOOR PLANS 2 AND 3
3/32" = 1'-0"

HAGERSMITH
ARCHITECTURE | INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

300 S. DAWSON STREET
RALEIGH, NC 27601 | 919.821.5547
www.hagersmith.com

© COPYRIGHT 2025

SEALS





PROJECT 000-000

HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

CLIENT

CAPITAL ASSOCIATES

DRAWING TITLE

UPPER FLOOR PLANS

REVISIONS

NUMBER	DESCRIPTION	DATE

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/6/25 ___ OF ___

A-102



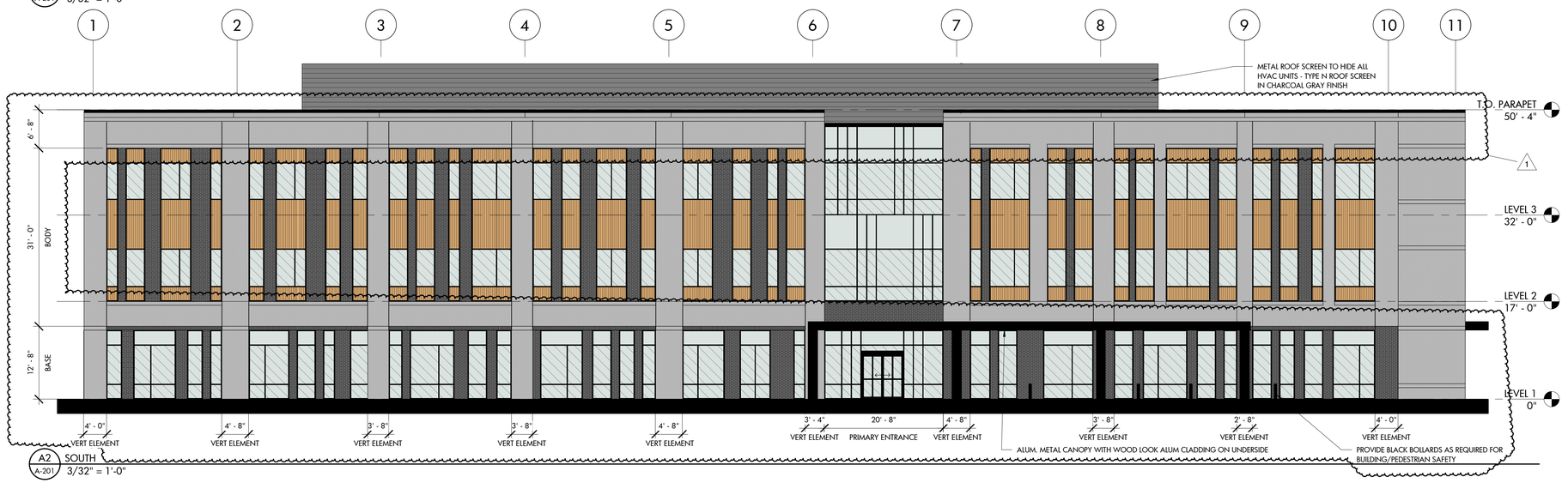
D2 A-201 EAST 3/32" = 1'-0"



D4 A-201 WEST 3/32" = 1'-0"



B2 A-201 NORTH 3/32" = 1'-0"



A2 A-201 SOUTH 3/32" = 1'-0"

HOLLY SPRINGS UDO CONFORMANCE NOTES:

GENERAL
1. BUILDING IS CONSIDERED A LARGE BUILDING - APPROX 77,273 GROSS SF

BUILDING MATERIALS
SEE SHEET A-202 FOR MATERIAL DESIGNATIONS

1. THE TYPE 1 BUILDING MATERIAL IS BRICK AND IS REQUIRED TO BE AT LEAST 60% OF EACH ELEVATION (EXCLUDING GLASS)
SOUTH = 8132 TOTAL SF X .60 = 4879 SF REQUIRED
6531 SF PROVIDED
NORTH = 9028 TOTAL SF X .60 = 5417 SF REQUIRED
7382 SF PROVIDED
EAST = 3230 TOTAL SF X .60 = 1939 SF REQUIRED
2767 SF PROVIDED
WEST= 3783 TOTAL SF X .60 = 2270 SF REQUIRED
3089 SF PROVIDED

2. THE PRIMARY BRICK IS LIMITED TO 2 COLORS (BLACK AND GRAY)

3. THE TYPE 2 MATERIAL IS ALUMINUM WOOD LOOK SIDING/CLADDING - NO RESTRICTIONS
SOUTH = 1601 SF PROVIDED
NORTH = 1646 SF PROVIDED
EAST = 463 SF PROVIDED
WEST= 694 SF PROVIDED

BULK AND MASSING
1. SEE ELEVATIONS FOR BASE, MIDDLE, AND CAP MASSING DESIGNATIONS. SEE BELOW FOR PERCENTAGE OF FACADE HEIGHT
BASE = 25%
MIDDLE = 62% - GREATER THAN THE 50% REQUIRED
TOP = 13%

VERTICAL VARIATION
1. ALONG THE MAJORITY OF THE BUILDING WE HAVE BRICK COLUMNS FROM GROUND FLOOR TO THE ROOF AT DIFFERING WIDTHS APART BUT NONE LARGER THAN THE 75' MAX. THERE ARE CHANGES IN PLANE OVER 2" AT ALL WINDOW OPENINGS ALOGN ~~THESE VERTICAL ELEMENTS~~

ROOF EXPRESSION
1. ROOF LINE STANDARDS DO NOT APPLY TO ROOF LINE OF A BUILDING 3 STORIES OR TALLER

FACADE ACTIVATION
1. THERE ARE NO BLANK WALLS OVER 20'

2. PRIMARY BUILDING ENTRANCE IS VISIBLE FROM A PUBLIC RIGHT OF WAY AND IS EASILY IDENTIFIABLE DUE TO A CHANGE IN MATERIAL AND A DROP OFF CANOPY

HUMAN SCALE ELEMENTS
1. A COMBINATION OF PUNCHED OPENINGS AND BRICK DETAILING (CHANGES IN COURSING) ARE PROVIDED VERTICALLY IN THE FIRST 15' OF THE FACADE

ALL OTHER FACADE STANDARDS
1. ALL ELEVATIONS ARE DESIGNED TO MEET THE STANDARDS

SCREENING
1. A ROOF SCREEN SHALL BE INSTALLED ON THE ROOF TO BLOCK ALL VIEWS TO HVAC EQUIPMENT

TRANSPARENCY
SEE ELEVATIONS FOR HATCHED AREAS SHOWING VISION GLASS. ALL UNHATCHED GLASS IS SPANDREL AND IS NOT TRANSPARENT

GROUND FLOOR - 20% TRANSPARENCY REQUIRED
UPPER LEVELS - 15% TRANSPARENCY REQUIRED

NORTH ELEVATION GROUND FLOOR TRANSPARENCY = 50%
NORTH ELEVATION SECOND FLOOR TRANSPARENCY = 20%
NORTH ELEVATION THIRD FLOOR TRANSPARENCY = 16%

EAST ELEVATION GROUND FLOOR TRANSPARENCY = 48%
EAST ELEVATION SECOND FLOOR TRANSPARENCY = 30%
EAST ELEVATION THIRD FLOOR TRANSPARENCY = 24%

SOUTH ELEVATION GROUND FLOOR TRANSPARENCY = 57%
SOUTH ELEVATION SECOND FLOOR TRANSPARENCY = 24%
SOUTH ELEVATION THIRD FLOOR TRANSPARENCY = 20%

WEST ELEVATION GROUND FLOOR TRANSPARENCY = 50%
WEST ELEVATION SECOND FLOOR TRANSPARENCY = 26%
WEST ELEVATION THIRD FLOOR TRANSPARENCY = 20%

SIGNAGE AND ADDRESS
1. ALL SIGNAGE TO BE PERMITTED SEPERATLY WITH A SIGN PERMIT
2. PROVIDE 6" MIN TALL ADDRESS/SUITE NUMBERS ON BUILDING. COORDINATE FINAL LOCATION WITH OWNER AND TOWN

HAGERSMITH
ARCHITECTURE | INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

300 S. DAWSON STREET
RALEIGH, NC 27601 | 919.821.5547
www.hagersmith.com
© COPYRIGHT 2025

SEALS





PROJECT 000-000

HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

CLIENT

CAPITAL ASSOCIATES

DRAWING TITLE

EXTERIOR ELEVATIONS

REVISIONS

NUMBER	DESCRIPTION	DATE
1	Development Plan Amendment 2nd Submittal	4/24/25

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/6/25 ___ OF ___

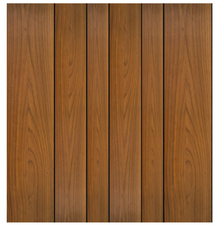
A-201



CANOPY
ALUMINUM COMPOSITE METAL PANEL CLAD
DROP OFF CANOPY - CHARCOAL GRAY



1" LOW-E GLASS
GUARDIAN GLASS SUNGUARD SNX 62/27
CLEAR IN BLACK ANODIZED ALUMINUM FRAMING



WOOD CLADDING
LONGBOARD ARCH PRODUCTS - ALUM WOOD GRAIN LOOK CLADDING - LIGHT CHERRY

TYPE 2 MATERIAL



LIGHT GRAY MODULAR BRICK
BELDEN - SMOKY GRAY VELOUR

TYPE 1 - PRIMARY MATERIAL



BLACK MODULAR BRICK
BELDEN - BLACK DIAMMOND VELOUR

TYPE 1 - PRIMARY MATERIAL

1



HAGERSMITH
ARCHITECTURE | INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

300 S. DAWSON STREET
RALEIGH, NC 27601 | 919.821.5547
www.hagersmith.com

© COPYRIGHT 2025

SEALS





PROJECT 000-000

HOLLY SPRINGS MEDICAL OFFICE BUILDING

SPORTSMANSHIP WAY
HOLLY SPRINGS, NC

CONSULTANTS

CLIENT

CAPITAL ASSOCIATES

DRAWING TITLE

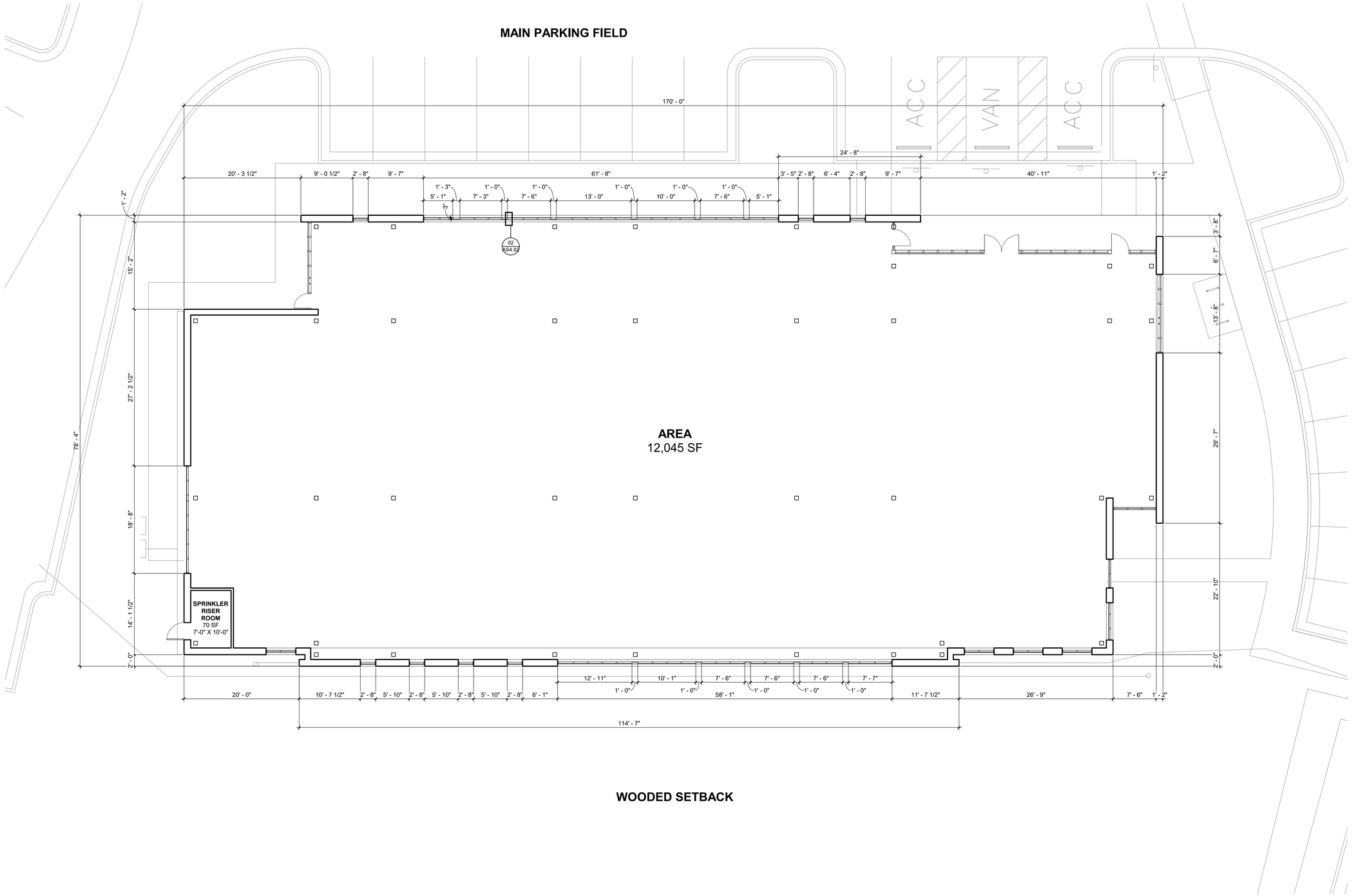
EXTERIOR BUILDING MATERIALS

REVISIONS

NUMBER	DESCRIPTION	DATE
1	Development Plan Amendment 2nd Submittal	4/24/25

DRAWN BY CML
CHECKED BY BDG
DATE ISSUED 3/6/25 ___ OF ___

A-202



FLOOR PLAN - SITE SUBMITTAL

1/8" = 1'-0"

01

310ai

310 Architecture + Interiors, PA

P.O. BOX 97935
RALEIGH, NC 27624-7935

302 JEFFERSON STREET
SUITE 250
RALEIGH, NC 27605

PHONE (919) 838-9310

310ai.com

COPYRIGHT © 2023 **310** Architecture + Interiors, PA

INCOMPLETE

For interim review only and not intended for bidding, procurement, permit, or construction purposes

NEW BUILDING FOR

JEFFERS, MANN, & ARTMAN

PEDIATRIC AND ADOLESCENT MEDICINE

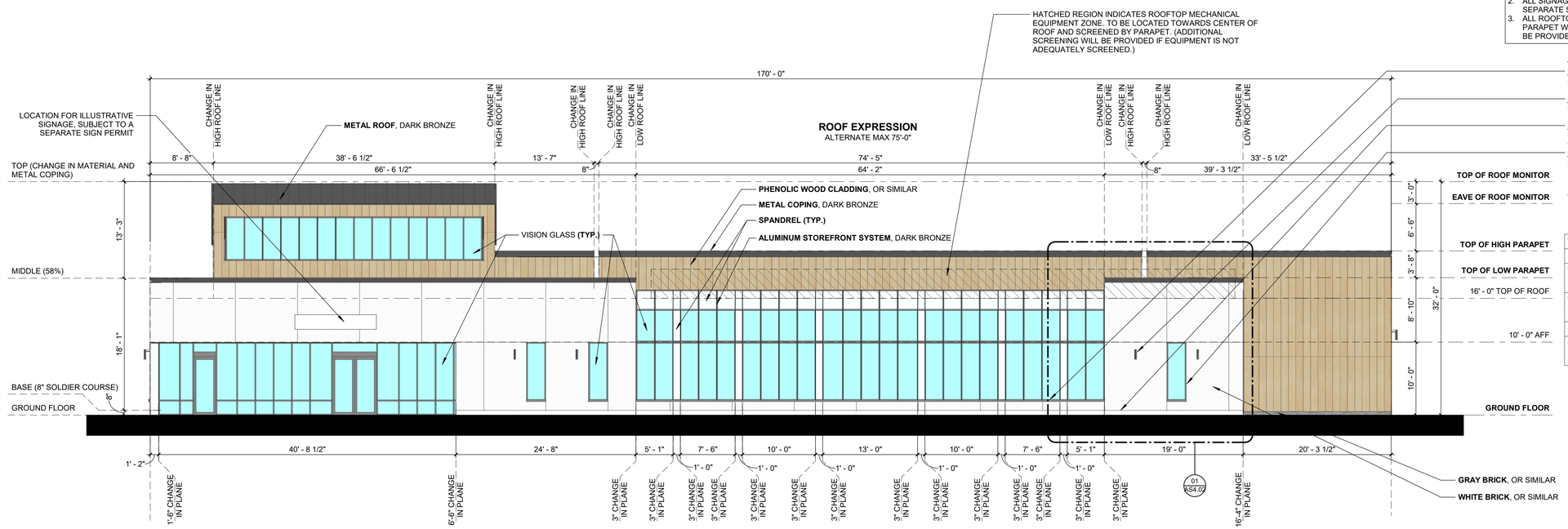
HOLLY SPRINGS

PROJECT #	23037
DATE:	08. 17. 2023
DRAWN BY:	ACM
CHECKED BY:	AMM

NO.	REVISION	DATE

FIRST FLOOR PLAN

AS2.00



GENERAL NOTES:

1. ALL MECHANICAL EQUIP, METERS, CONDUIT, PIPES AND ANY OTHER ITEMS MOUNTED ON THE EXTERIOR WALLS WILL BE PAINTED TO MATCH THE ADJACENT WALL.
2. ALL SIGNAGE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO A SEPARATE SIGN PERMIT
3. ALL ROOFTOP EQUIPMENT WILL BE COMPLETELY SCREENED BY EITHER A PARAPET WALL OR OTHER FORM OF SCREEN. ADDITIONAL SCREENING WILL BE PROVIDED IF EQUIPMENT IS NOT ADEQUATELY SCREENED

HUMAN SCALE ELEMENTS

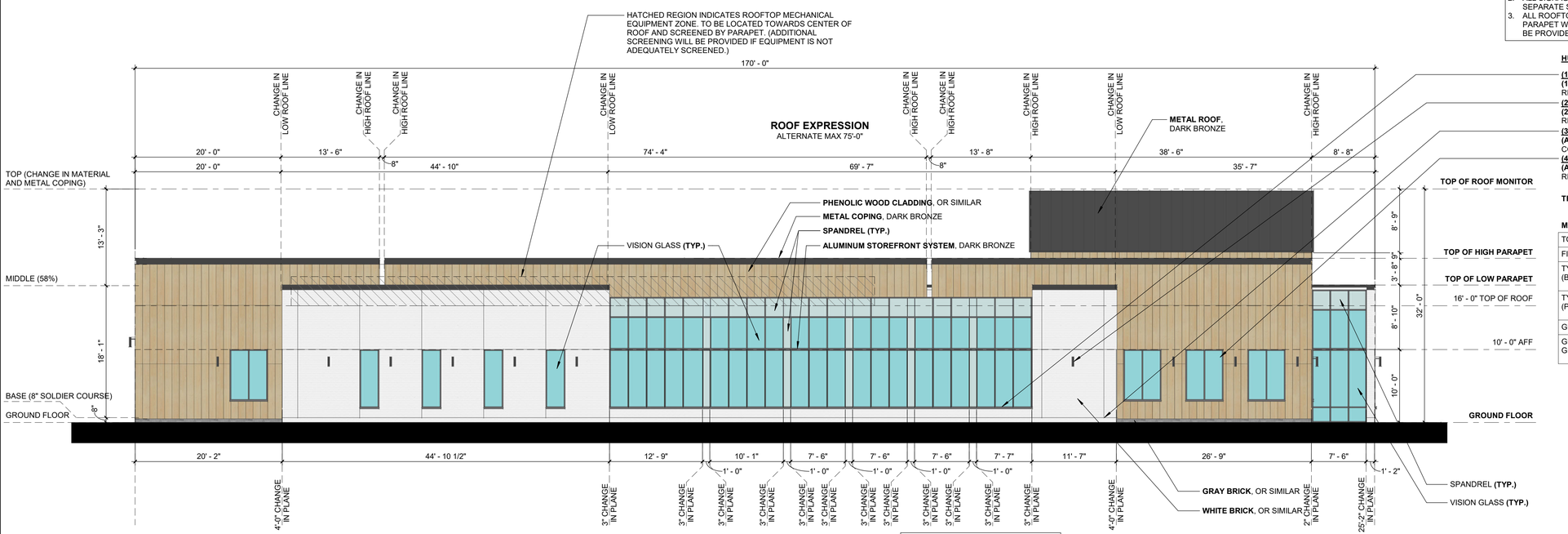
(1/4) HUMAN SCALE ELEMENT
(1ST REQUIRED HUMAN SCALE DESIGN ELEMENT), REPEATING HORIZONAL SILL PROJECTION
(2/4) HUMAN SCALE ELEMENT
(2ND REQUIRED HUMAN SCALE DESIGN ELEMENT), REPEATING LIGHT FIXTURES
(3/4) HUMAN SCALE ELEMENT
(ALTERNATE MAX FOR ROOF EXPRESSION), CONTINUOUS CHANGE IN MASONRY COURSE
(4/4) HUMAN SCALE ELEMENT
(ALTERNATE MAX FOR VERTICAL VARIATION), REPEATING PUNHCED OPENINGS

THIS ELEVATION FACES MAIN PARKING FIELD

MATERIAL CALCULATIONS

TOTAL FACADE WALL AREA	4,052 SF
FIRST 10'-0" FACADE WALL AREA	1,700 SF
TYPE 1 FACADE MATERIAL AREA (BRICK, SPANDREL GLASS)	1,824 SF ***71.5%*** OF GROUND FLOOR
TYPE 2 FACADE MATERIAL AREA (PHENOLIC WOOD CLADDING)	724 SF
GLAZING AREA	1,504 SF
GLAZING AREA @ FIRST 10'-0" OF GROUND FLOOR	920 SF ***54.1%*** OF GROUND FLOOR

NORTH ELEVATION 02
1/8" = 1'-0"



GENERAL NOTES:

1. ALL MECHANICAL EQUIP, METERS, CONDUIT, PIPES AND ANY OTHER ITEMS MOUNTED ON THE EXTERIOR WALLS WILL BE PAINTED TO MATCH THE ADJACENT WALL.
2. ALL SIGNAGE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO A SEPARATE SIGN PERMIT
3. ALL ROOFTOP EQUIPMENT WILL BE COMPLETELY SCREENED BY EITHER A PARAPET WALL OR OTHER FORM OF SCREEN. ADDITIONAL SCREENING WILL BE PROVIDED IF EQUIPMENT IS NOT ADEQUATELY SCREENED

HUMAN SCALE ELEMENTS

(1/4) HUMAN SCALE ELEMENT
(1ST REQUIRED HUMAN SCALE DESIGN ELEMENT), REPEATING HORIZONAL SILL PROJECTION
(2/4) HUMAN SCALE ELEMENT
(2ND REQUIRED HUMAN SCALE DESIGN ELEMENT), REPEATING LIGHT FIXTURES
(3/4) HUMAN SCALE ELEMENT
(ALTERNATE MAX FOR ROOF EXPRESSION), CONTINUOUS CHANGE IN MASONRY COURSE
(4/4) HUMAN SCALE ELEMENT
(ALTERNATE MAX FOR VERTICAL VARIATION), REPEATING PUNHCED OPENINGS

THIS ELEVATION FACES WOODED SETBACK

MATERIAL CALCULATIONS

TOTAL FACADE WALL AREA	4,052 SF
FIRST 10'-0" FACADE WALL AREA	1,700 SF
TYPE 1 FACADE MATERIAL AREA (BRICK, SPANDREL GLASS)	1,650 SF ***62.2%*** OF GROUND FLOOR
TYPE 2 FACADE MATERIAL AREA (PHENOLIC WOOD CLADDING)	1,003 SF
GLAZING AREA	1,399 SF
GLAZING AREA @ FIRST 10'-0" OF GROUND FLOOR	695 SF ***45.1%*** OF GROUND FLOOR

SOUTH ELEVATION 01
1/8" = 1'-0"

310ai

310 Architecture + Interiors, PA

P.O. BOX 97935
RALEIGH, NC 27624-7935

302 JEFFERSON STREET
SUITE 250
RALEIGH, NC 27605

PHONE (919) 838-9310

310ai.com

COPYRIGHT © 2023 **310** Architecture + Interiors, PA

INCOMPLETE
For interim review only and not intended for bidding, procurement, permit, or construction purposes

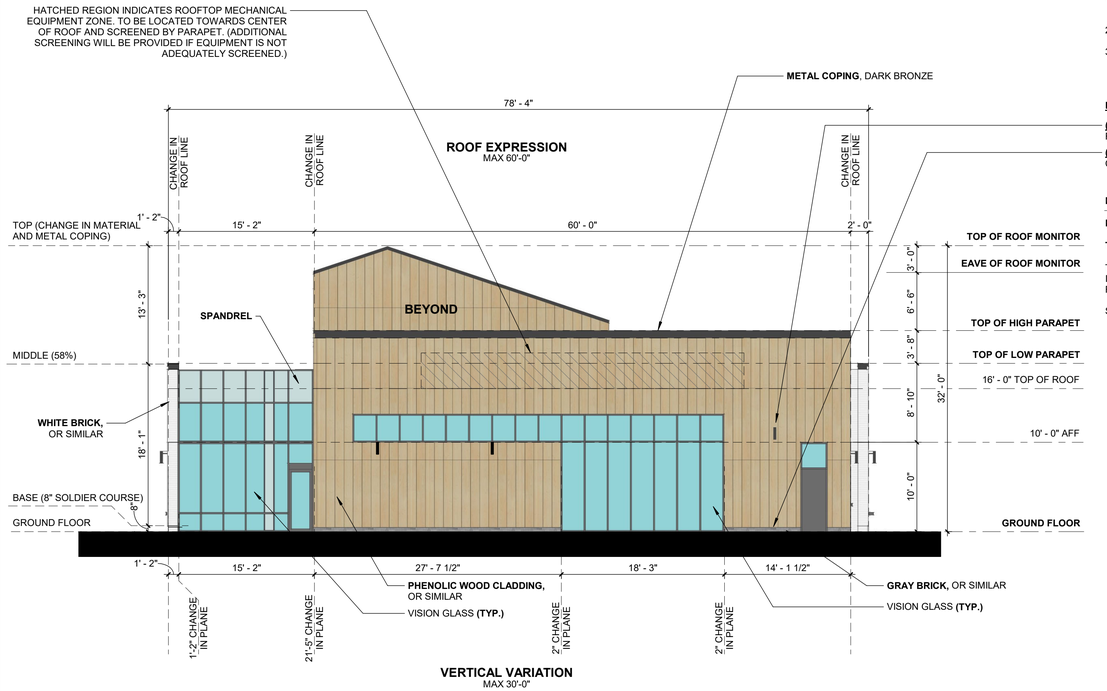
NEW BUILDING FOR
JEFFERS, MANN, & ARTMAN
PEDIATRIC AND ADOLESCENT MEDICINE, PA
HOLLY SPRINGS

PROJECT #	23037
DATE:	08. 17. 2023
DRAWN BY:	ACM
CHECKED BY:	AMM

NO.	REVISION	DATE

EXTERIOR ELEVATIONS

AS4.00



GENERAL NOTES:

1. ALL MECHANICAL EQUIP, METERS, CONDUIT, PIPES AND ANY OTHER ITEMS MOUNTED ON THE EXTERIOR WALLS WILL BE PAINTED TO MATCH THE ADJACENT WALL.
2. ALL SIGNAGE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO A SEPARATE SIGN PERMIT
3. ALL ROOFTOP EQUIPMENT WILL BE COMPLETELY SCREENED BY EITHER A PARAPET WALL OR OTHER FORM OF SCREEN. ADDITIONAL SCREENING WILL BE PROVIDED IF EQUIPMENT IS NOT ADEQUATELY SCREENED

HUMAN SCALE ELEMENTS

(1/2) HUMAN SCALE ELEMENT (1ST REQUIRED HUMAN SCALE DESIGN ELEMENT), REPEATING LIGHT FIXTURES

(2/2) HUMAN SCALE ELEMENT (2ND REQUIRED HUMAN SCALE DESIGN ELEMENT), CONTINUOUS CHANGE IN MASONRY COURSE

MATERIAL CALCULATIONS

NOT REQUIRED

THIS ELEVATION IS NOT A PRIMARY FACADE

THIS ELEVATION DOES NOT FACE A PUBLIC OR PRIVATE STREET, INTERIOR ACCESS DRIVE OR A SIDE OR REAR LOT LINE ABUTTING A RESIDENTIAL USE DISTRICT.

SEE 03/AS4.02 FOR JUSTIFICATION

WEST ELEVATION 04
1/8" = 1'-0"

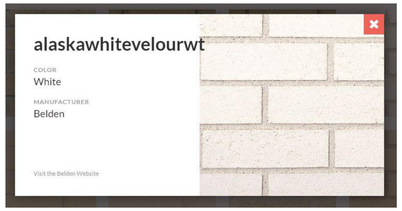
NATURCLAD-B

COLOR: CINDER

MANUFACTURER:
PARKLEX PRODEMA



PHENOLIC WOOD CLADDING, OR SIMILAR

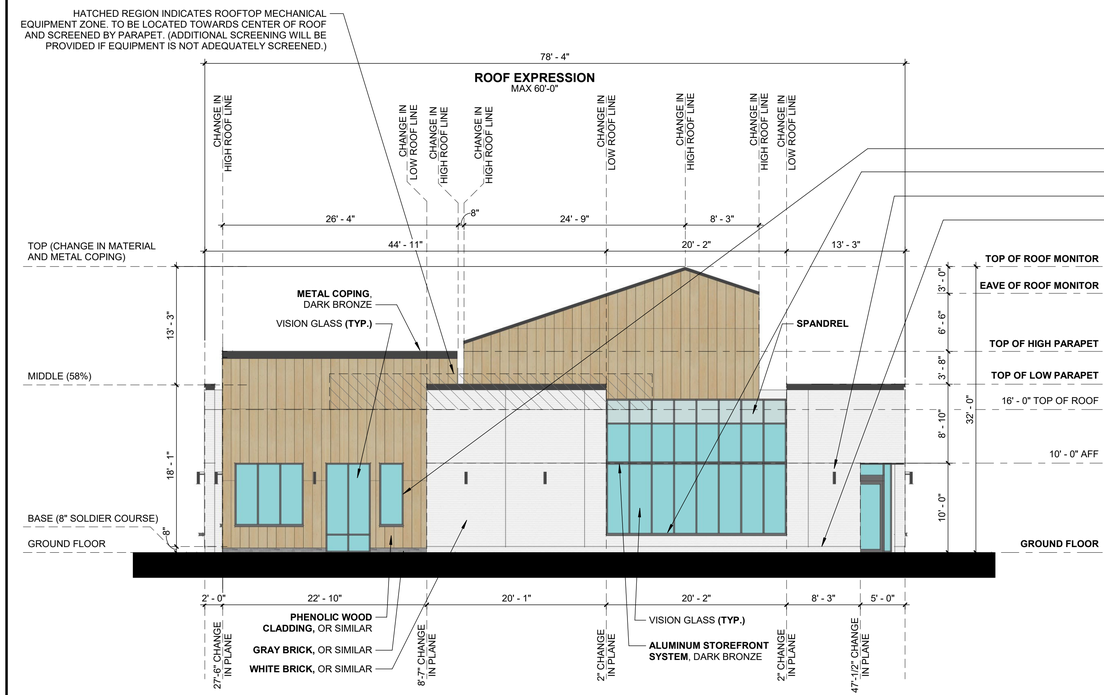


WHITE BRICK, OR SIMILAR



GRAY BRICK, OR SIMILAR

MATERIALITY 03
N/A



GENERAL NOTES:

1. ALL MECHANICAL EQUIP, METERS, CONDUIT, PIPES AND ANY OTHER ITEMS MOUNTED ON THE EXTERIOR WALLS WILL BE PAINTED TO MATCH THE ADJACENT WALL.
2. ALL SIGNAGE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO A SEPARATE SIGN PERMIT
3. ALL ROOFTOP EQUIPMENT WILL BE COMPLETELY SCREENED BY EITHER A PARAPET WALL OR OTHER FORM OF SCREEN. ADDITIONAL SCREENING WILL BE PROVIDED IF EQUIPMENT IS NOT ADEQUATELY SCREENED

HUMAN SCALE ELEMENTS

(1/4) HUMAN SCALE ELEMENT (1ST REQUIRED HUMAN SCALE DESIGN ELEMENT), REPEATING PUNHCED OPENINGS

(2/4) HUMAN SCALE ELEMENT (2ND REQUIRED HUMAN SCALE DESIGN ELEMENT), REPEATING 2" HORIZONAL SILL PROJECTION

(3/4) HUMAN SCALE ELEMENT (EXTRA), REPEATING LIGHT FIXTURES

(4/4) HUMAN SCALE ELEMENT (EXTRA), CONTINUOUS 2" CHANGE IN MASONRY COURSE

THIS ELEVATION FACES MAIN ACCESS DRIVE

MATERIAL CALCULATIONS

TOTAL FACADE WALL AREA	1,785 SF
FIRST 10'-0" FACADE WALL AREA	803 SF
TYPE 1 FACADE MATERIAL AREA (BRICK, SPANDREL GLASS)	871 SF ***59.8%*** OF GROUND FLOOR
TYPE 2 FACADE MATERIAL AREA (PHENOLIC WOOD CLADDING)	589 SF
GLAZING AREA	329 SF
GLAZING AREA @ FIRST 10'-0" OF GROUND FLOOR	320 SF ***39.8%*** OF GROUND FLOOR

EAST ELEVATION 02
1/8" = 1'-0"



SOUTHEAST CORNER



NORTHWEST CORNER



NORTHEAST CORNER

VIEWS 01
N/A

310ai

310 Architecture + Interiors, PA

P.O. BOX 97935
RALEIGH, NC 27624-7935

302 JEFFERSON STREET
SUITE 250
RALEIGH, NC 27605

PHONE (919) 838-9310

310ai.com

COPYRIGHT © 2023 **310** Architecture + Interiors, PA

INCOMPLETE
For interim review only and not intended for bidding, procurement, permit, or construction purposes

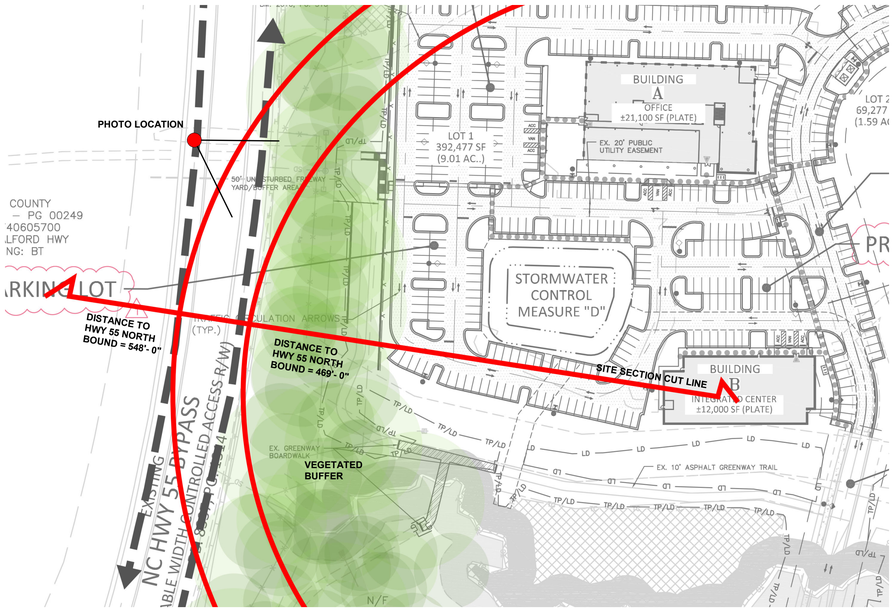
NEW BUILDING FOR
JEFFERS, MANN, & ARTMAN
PEDIATRIC AND ADOLESCENT MEDICINE, PA
HOLLY SPRINGS

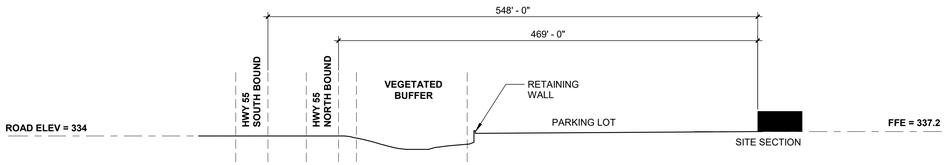
PROJECT #	23037
DATE:	08. 17. 2023
DRAWN BY:	ACM
CHECKED BY:	AMM

NO.	REVISION	DATE

EXTERIOR ELEVATIONS

AS4.01

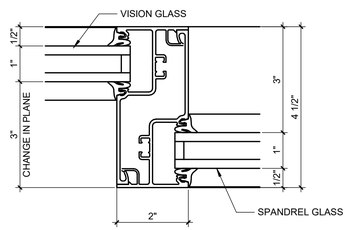




VIEW FROM NC HWY 55 SOUTHBOUND

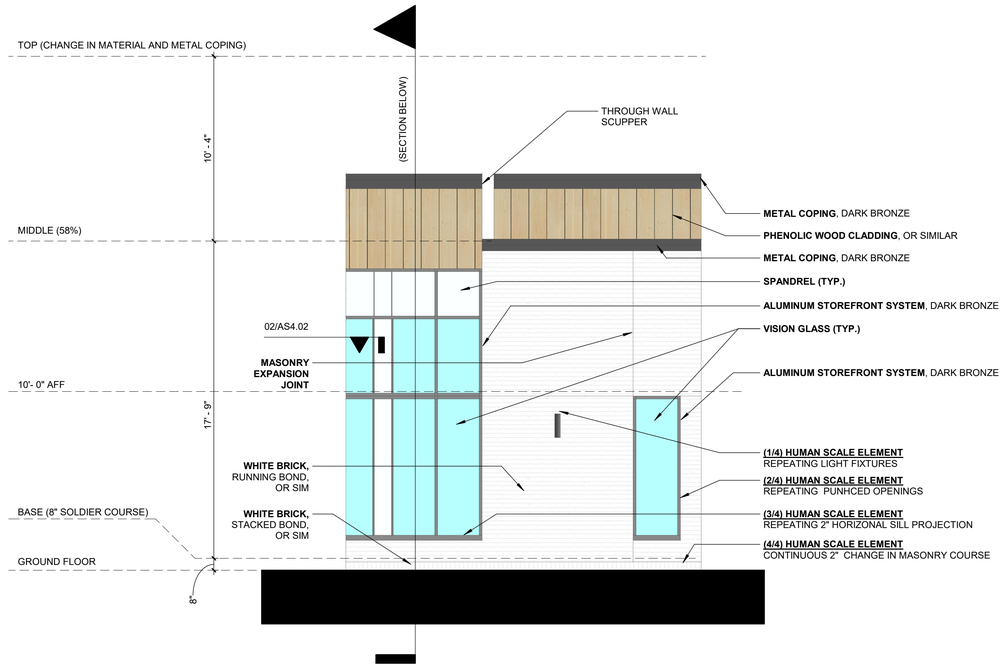
SITE SECTION 03

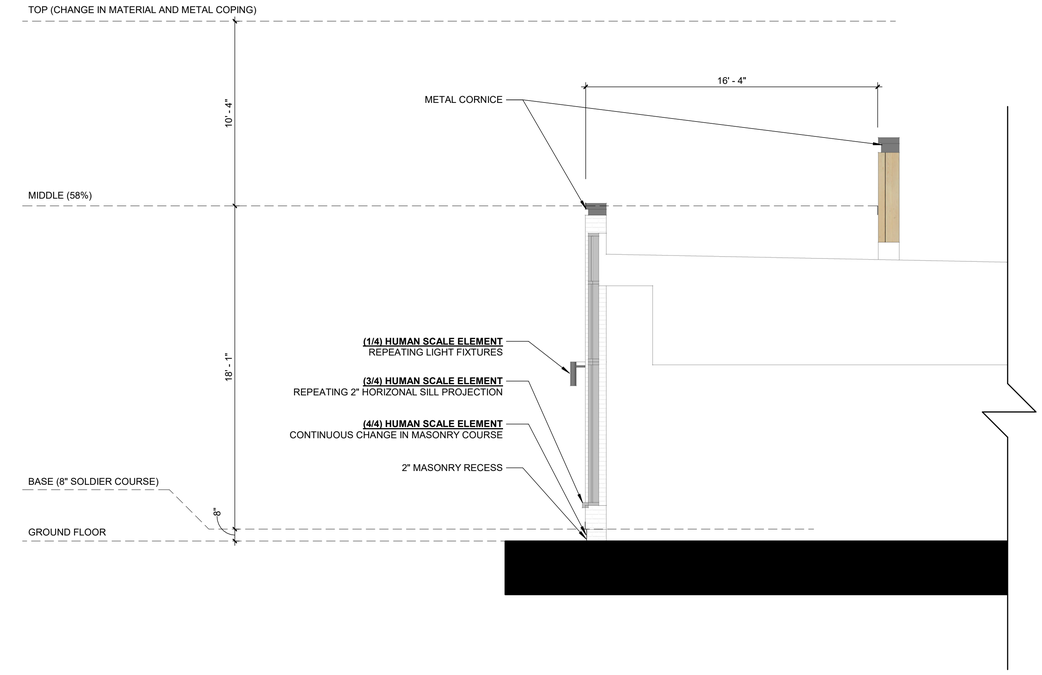
1" = 80'-0"



TYP. GLAZING CHANGE IN PLANE 02

6" = 1'-0"





TYP. ENLARGED ELEV. AND SECTION 01

1/4" = 1'-0"

310ai

310 Architecture + Interiors, PA

P.O. BOX 97935
RALEIGH, NC 27624-7935

302 JEFFERSON STREET
SUITE 250
RALEIGH, NC 27605

PHONE (919) 838-9310

310ai.com

COPYRIGHT © 2023 **310** Architecture + Interiors, PA

INCOMPLETE

For interim review only and not intended for bidding, procurement, permit, or construction purposes

NEW BUILDING FOR
JEFFERS, MANN, & ARTMAN
PEDIATRIC AND ADOLESCENT MEDICINE, PA
HOLLY SPRINGS

PROJECT #	23037
DATE:	08. 17. 2023
DRAWN BY:	ACM
CHECKED BY:	AMM

NO.	REVISION	DATE

ENLARGED DETAILS

AS4.02