Holly Springs Town Council
7:00 PM **Tuesday, July 21, 2026**
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 July 21, 2026 meeting agenda

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.

CONSENT AGENDA

5. June 2, 2026 and June 16, 2026 Business Meetings and June 9, 2026 Workshop Meeting Minutes
6. Monthly Budget Amendments
7. Development Plan 23-DP-13 Expiration Extension Request for Genesuites Pod C Development
8. Development Plan 23-DP-09 Expiration Extension Request for 370 Green Oaks Development
9. Holly Springs Rd. (CENTRAL) NCDOT Supplemental Agreement
10. Amendment to Janitorial Contract to add Operations Campus
11. Contracts for Wastewater Treatment Chemicals and Services
12. Preliminary Engineering Contract for a New Elevated Water Storage Tank and Transmission Main Connection

PUBLIC HEARINGS

13. Rezoning 22-REZ-02 Meridian at Sunset Commons and Development Agreement - Legislative Public Hearing
14. Rezoning 25-REZ-05 Daventry and Development Agreement - Legislative Public Hearing
15. Rezoning 25-REZ-08 2420 Avent Ferry Road and Development Agreement - Legislative Public Hearing
16. Voluntary Annexation A25-10 Veridea S Village East - Legislative Public Hearing

NEW BUSINESS

17. Rezoning 25-REZ-02 Powell Place Rezoning and Development Agreement
18. Rezoning 25-REZ-09 New School Montessori
19. Camp Branch Greenway - Feasibility and Design Contract

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION

ADJOURNMENT

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

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Consent Agenda
Title: June 2, 2026 and June 16, 2026 Business Meetings and June 9, 2026 Workshop Meeting Minutes
Strategic Priority Area: Organizational Excellence
Staff Resource: Linda McKinney, Town Clerk

Action(s):
Approve the minutes of the June 2, and June 16, 2026, Business Meetings and the June 9, 2026, Workshop 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. 6.2.26 minutes - DRAFT
2. 6.9.26 workshop minutes - DRAFT
3. 6.16.26 minutes - DRAFT

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 2, 2026. Mayor Kondratick 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 Mike Kondratick, Mayor Pro Tem Annie Drees, Council members Danielle Hewetson, Chris Deshazor, Sarah Larson, and Kara Foster.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager;* Scott Chase and Daniel Weeks, *Assistant Town Managers;* John Schifano, *Town Attorney;* Linda McKinney, *Town Clerk* (recording the minutes); Kameron Womack, *IT;* Corey Petersohn and MaryBeth Spoehr, *Budget and Sustainability;* Cassie Hack, *Director*, *Communications and Marketing*; Adam Huffman, *Parks & Recreation*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Carrie Mitchell, *Utilities and Infrastructure;* Tina Stroupe, *Finance Director;* Chris Hills, *Director of Development Services;* Cheryl Caines, *Development Services;* Jeff Wilson, *Director of IT*; Irena Krstanovic, *Director, Economic Development;* LeRoy Smith, *Fire Chief*; Paul Liquorie, *Police Chief.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Jahmar Cobb of Oakgrove Missionary Baptist Church.

4. Agenda Adjustment: The June 2, 2026, meeting agenda was adopted with changes, if any, as listed: none

Motion: Drees
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, and the Clerk was asked for any written comments received prior to the meeting.

The following public comments were received in person:

Melisa Kelsey, 508 Arbor Creek Dr., said she was concerned about proclamations. She asked if there was a clear, written, publicly available policy for proclamations. She asked for transparent criteria and a log. She said residents should know what topics are acceptable, who approves them, and what the process is. She asked for a neutral policy to be addressed within 60 days.

Fran Hudson, 5524 Rex Road, quoted a stanza of a Robert Burns poem and talked about development in the ETJ. She mentioned the Piney Grove Wilbon Corridor meeting and said the people do not want development there.

Dawn Cozzolino, 3632 Bosco Rd, mentioned the Piney Grove Wilbon Corridor meeting last night. She said 1.156 B for improvements that benefit commuters that go through the community. It was a one-sided meeting. It did not allow for the voices of the people speaking to represent how their

lived experiences were being impacted. She complained about development. She told the Council that she didn't think that they take their oath seriously and that they aren't taking people seriously. She said statutes exist to prevent development from negatively impacting communities.

Rosemary Daws, 5128 Beckwith Dr. in Fuquay-Varina. She said she was here to talk about water which is a finite resource. She said there was not enough water for all the development, and we are going to run out of clean water. She said reclamation facilities are not the answer. She asked Council to consider the water demands of the NC Children's Hospital in Apex and the possibility of a data center. She also asked them to consider the wildlife.

The following public comments were received in writing: none.

Recognitions

5. Flag Day Proclamation

Mayor Kondratick proclaimed June 14, 2026 as Flag Day in Holly Springs and presented the proclamation to Ret. Col. Timothy Forrest.

REQUESTS AND COMMUNICATIONS

6. Transportation Investments Update

Carrie Mitchell, Utilities and Infrastructure, said she was here to provide an update on transportation investments, both bond and non-bond projects. She said the Community Survey showed that top community priorities include Management of Traffic; Adequacy of Street Lighting; Walking and Biking Trails; and Maintenance of Town Streets. The traffic investments work to forward those priorities. She said that four projects are wrapping up. The Holly Springs Road (East) road widening, including the bridge over Middle Creek, and sidewalks on both sides. The Avent Ferry pedestrian improvements closed the gap between downtown and the hospital. The right turn lane at Main St. and Holly Springs road has reduced traffic congestion and increased the capacity of the road, and closed a small sidewalk gap. She said the permanent traffic signal installation has been delayed due to supply chain constraints. The NC 55 right turn lane has improved traffic flow for that roadway. These were all 2018 Transportation Bond projects.

Ms. Mitchell said that upcoming projects include Holly Springs Rd. Widening (Central) which is anticipated to go to bid this fall, with construction beginning in the spring of 2027. Construction of this section, from Flint Point Lane to Main Street, is anticipated to take three years. The Main Street Sidewalk Connector from Arbor Creek Dr. to Trellis Pointe Dr. is anticipated to take 6 – 9 months. It will create connections to downtown and to parks and greenways. Projects that are ramping up include pedestrian safety improvements, planned to be completed before the next school year, as well as an NCDOT project to widen Sunset Lake Road between Holly Springs Road and Lockley Rd. Construction is anticipated to start this fall. Town maintained roads will be resurfaced next year, when the temperatures are better for this.

Ms. Mitchell said that the Avent Ferry Road Widening Phase II is at 25% plan stage. A public meeting will be held on June 25th at Holly Grove Middle School regarding this road widening from Ralph Stephens to Cass Holt Road. It will improve congestion and pedestrian safety. Right of way acquisition is slated to begin in 2027, with construction in 2029. Holly Springs Road (West) widening is in the initial design stage. The next public meeting on this project will be in October. The Avent Ferry Festival Street project is in the design phase and will come back to Council at a later meeting. Survey work is currently underway for this project.

Ms. Mitchell said that as far as greenway projects, the NMAC Oak Hall Greenway is currently in the permitting phase and anticipates rebidding it in the fall. Plans are being finalized for Phase II of the Utley Creek Greenway from Holly Glen to Phase I, and bidding is anticipated for the summer of 2027. And the Camp Branch Greenway is in the early stages and will come to a future Council meeting for approval of an engineering contract.

Ms. Mitchell gave a brief outline of the steps required to build a transportation project from vision to completion, and said that, depending on the project, the timeframe can take 1 – 3 years before construction begins.

Ms. Mitchell said that PAYGO allows ongoing response to address inquiries from citizens including neighborhood traffic calming, sidewalk, pedestrian, and bicycle safety, and street lighting enhancements. She said that each inquiry is evaluated through a uniform process that is data driven and adheres to standard practices. Utilities and Infrastructure receives an average of 200 cases per year. She said that transportation investments continue to address community priorities. Several projects funded through the 2018 Transportation Bond are nearing closeout, marking completion of long-planned voter supported mobility improvements. Completed and advancing projects are improving roadway operations, connectivity, and multi-modal safety for drivers, pedestrians, and cyclists. And ongoing investments position the Town to continue to improve transportation network performance for the community.

Mayor Kondratick asked if the roads that will be resurfaced have been identified yet. Ms. Mitchell said staff is in the process of assessing the conditions of the roads and prioritizing resurfacing. MPT Drees said we made decisions recently to change the way we evaluate which streets need surfacing. Ms. Mitchell said yes, we use a wholistic approach. MPT Drees asked what lessons were learned from last year's resurfacing. Ms. Mitchell said we have learned to have higher expectations from our contractors and better communication to make this go more smoothly. MPT Drees asked how many PAYGO projects get funded per year. Ms. Mitchell said it depends on the types of requests that come in, because projects take different amounts of money. She said she would share trends with Council at a later date.

Council member Larson asked if we have signage for the right turn lane on 55, to let people know about the change or if that was a DOT process. Ms. Mitchell said we can check on ways to improve human behavior. Council member Larson asked if the grass easement at the Main St. right turn lane, between the road and the sidewalk, is the landowner's responsibility or the Town's. Tim Athy, Utilities and Infrastructure, said the Town will cut it one more time and then it will be turned over to the property owner.

Consent Agenda

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

7. Monthly Budget Amendments and Grants – Council received the Manager's monthly budget amendment report, accepted a $5,000 Arts for Towns grant from the United Arts Council of Wake County, and accepted two Federal Grant appropriations included in the FY27 Budget: $1,092,000 for the Harnett Regional Water Improvement Project and $1,074,000 for Police Department Replacement Radios and Communications Equipment.

A copy of the budget amendment is attached to these minutes.

8. Condemnation Resolution Related to Holly Springs Road Central Widening Project - The Council adopted Resolution 26-19 authorizing the Town Attorney to proceed with condemnation proceedings for the unobtained easements and rights-of-way for the Holly Springs Road Central widening project, and authorized the Town Attorney to file condemnation proceedings necessary and in the public interest to acquire certain property listed in the agenda packet.

A copy of Resolution 26-19 is attached to these minutes.

9. Ordinance Amendment Solicitation Permit – The Council adopted Ordinance 26-08 amending the Town's solicitation permit ordinance.

A copy of Ordinance 26-08 is attached to these minutes.

NEW BUSINESS

10. Adoption of the Fiscal Year 2026-2027 Operating Budget and Community Investment Plan

Corey Petersohn, Office of Budget, Innovation, and Strategy, said this was the final step in adopting a budget for FY2026-27. He said the Town Manager presented the recommended budget on May 12th with the lowest recommended property tax in Wake County, at 34.35 cents per $100 property valuation. It invests in key strategic priorities including managing traffic and improving mobility; enhancing parks, facilities, and events; and managing growth and protecting the environment. The budget will fund critical water, wastewater, and stormwater infrastructure with an anticipated monthly increase of $11.89 for water & wastewater, and a $1.30 increase for stormwater, for the typical residential user.

Mr. Petersohn said that at the Budget Workshop on May 21st the Mayor and Council made some updates to the recommended budget including: adding Saturday service (9 am – 10 pm) to the Holly Springs Hopper microtransit program; establishing a Round Up utility assistance program; planning for a future potential Transportation Bond vote in 2027; and allocating an additional $5,000 for nonprofit grants.

Council member Deshazor said he appreciates the work staff has done. To address the public comment about water, he said Council often hears that we need to pause development and invest in infrastructure, and that is what we are doing with water. This will set us up for years to come.

Mayor Kondratick said that as a candidate he experienced people asking us to make improvements in transportation. This budget is an important step to meeting those goals. The low tax rate is a sign of sound fiscal management, and a sign that we respect our citizens' tax dollars. He said we are being prudent in saving money that will address future transportation; delivering Eagles Landing; and providing for the safety and security of our residents. He knows that it is difficult to go through this, but by making the investment now we are securing these resources for current residents and those of the future. He thanked staff for their contributions

Action 1: Motion to adopt the Fiscal Year 2026-2027 Operating Budget and Community Investment Plan to include the associated ordinances and policy updates included in the agenda packet.

Motion: Deshazor
Second: Hewetson
Vote: unanimous

Action 2: Motion to adopt the Council Order 26-02 directing Wake County to levy and collect property taxes for the Town of Holly Springs.

Motion: Deshazor
Second: Drees
Vote: unanimous

11. Semiannual UDO Text Amendments

Cheryl Caines, Development Services, said this item is before Council to consider amendments to the Unified Development Ordinance (UDO). She said a public hearing on this item was held at the May 19th meeting, it then went to Planning Board on May 26th and is before Council now for a decision. She reminded the public that this is a living document and semiannual adjustments allow the Town to respond to policy updates, clarify interpretations, and meet changes in community needs and desires. The proposed amendments are mostly minor changes or clarifications, with a few more

impactful ones. Those include the conversion of Special Use Permits to Conditional Zoning Districts, permitting, with additional standards, bars and fueling stations in the NMX district, additional standards for drive through and car wash uses, and amendment to EV parking requirements for schools. She said that uses with community impacts include Group Homes, Childcare Centers, Drive Throughs, Community Support Facilities, Major Infrastructure/Utilities, Large Solar Energy Systems, Wireless Communications Towers, and Data Centers. She outlined the zoning districts where these could be and how the proposed standard would change the process. She outlined the differences between the review process for Special Use Permits as opposed to Conditional Zoning Districts, and said that the process change had the benefit of enhanced citizen participation, the ability to address community wide impacts, and allowed the applicant to propose changes responding to concerns.

Ms. Caines addressed the specific changes proposed for Bars and Feuling Stations in the Neighborhood Mixed-Use zone. She gave specifics on the drive through and car wash standards that increased pedestrian safety and provide a pedestrian streetscape, and the amended EV Parking standards for schools that calculate the number of required spaces based on staff parking, rather than on total parking spaces. She said that there was no public testimony at the public hearing in May, but Council members provided comments in support of the EV parking changes and expressing that the changes to Conditional Zoning District are positive, but may have cost impacts. She said that there were a few minor clarifications after the Planning Board meeting. She said that staff believes the proposed amendments allow for greater citizen engagement, mitigate potential adverse impacts, support the development of businesses in neighborhood centers, improve community character, and provide context sensitive development, and staff recommends approval.

Craig Kessler, Planning Board Representative, said that Planning Board voted to recommend approval 8-0 with one member absent.

MPT Drees said she wanted to talk about community support facilities and the change to Conditional District zoning because she thinks it adds more expense for nonprofits. But if someone were to open a shelter in a residential neighborhood there should be a chance for residents to express their concerns. She asked her colleagues for their thoughts. Council member Deshazor said in most neighborhoods there would be a lot of opposition. This UDO gives us structure, which is why he thinks it's the right thing to do. Not all nonprofits are without resources so he is OK with this. Council member Foster said she worries about small nonprofits and small businesses. She wondered if there was a way we could help out nonprofits under a certain budget level. MPT Drees said, or perhaps a "grandfather clause" for current nonprofits that have a Special Use Permit and want to expand. She said she was open to seeking out an opportunity for a future UDO change to address that aspect.

Action: Motion to adopt Ordinance 26-07 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve UDO Text Amendments.

Motion: Hewetson
Second: Deshazor
Vote: unanimous

OTHER BUSINESS

Council member Foster said she wanted to mention the vote for item 8. As a health care provider who sees long-term residents, she understands their heart for Holly Springs, and she is aware of the situation of being good stewards of taxpayer dollars, but she feels for those who are being displaced. But she knows that Holly Springs will take care of them.

Mayor Kondratick reiterated his thanks to those who attended the Piney Grove Wilbon meeting last night. This Council has promised to be out in the community more frequently and this was a beginning of what we hope to do more of in the future. Last weekend Holly Springs High School Women's Soccer won state championship. The Baseball team came very close, but lost their game. As part of the Consent Agenda we accepted grant money from the Federal Government. Senator Tillis got

us funds for police radios, and Rep. Foushee got us funds for water. He said he wanted to thank our partners.

MPT Drees said she was on Middle Creek Greenway this weekend roller skating and she saw two young e-bikers who remembered to call out "on your left" when they passed, so the message is getting out. She congratulated parents for teaching their kids. There are events at NMAC and details are on the website.

Council member Deshazor said Happy Pride Month. Second, he congratulated Holly Springs Women's Soccer and Baseball. He was at the game and they had done the national anthem early and the Holly Springs High School students were ready and just started singing it. Holly Springs High School Baseball parents – hats off for your kids!

Council member Larson said that proclamations might not hit everybody, but they mean a lot for those they do. If you want one, reach out. She said that lots of people came to Piney Grove Wilbon meeting last night and it shows how the residents are a key part in all this, but so are our state and county officials, and the developers. We are all part of the puzzle and working together is important. She said that Juneteenth celebration was coming up at Womble Park from 5-8 on June 13th.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had one item before the Land Use update. Around the great event last night regarding the Piney Grove Wilbon Corridor, we had a lot of community members come out. Staff is compiling the themes from the breakout and will be sending them to you on Friday and including a summary in the NewsFlash, giving ways for people to see the PowerPoint and to add comments. And we will be reaching out to the attendants also.

12. Preview of Upcoming Development Services Land Use Cases

Cheryl Caines, Development Services, said she was here to present the quarterly update to Council on upcoming Land Use Cases. She discussed the following new applications:

- Cass Holt North (6116 Cass Holt Rd., north side of the road)
- Cass Holt South (6116 Cass Holt Rd., south side of the road)

Council member Deshazor asked what kind of commercial they are thinking about in that area. Ms. Caines said we do not know. When it first came in it was a smaller area of commercial and the applicant expanded it after discussion with staff. Council member Hewetson asked if it was still smaller than what the Future Land Use Map shows. Ms. Caines said it might be. Council member Foster asked what the current zoning is. Ms. Caines said it was likely Rural Residential, which is what most of those larger acreages are. Council member Foster asked about the timing of the commercial versus the residential. Ms. Caines said there is not a required order, but if that is a concern they can agree to a certain percentage or square footage of commercial before more residential is constructed. MPT Drees said she shares the concern that there's not enough commercial. Ms. Caines asked if there were preferred uses for that spot. MPT Drees said there are a lot of uses that would be helpful. Council member Deshazor said commercial can mitigate traffic, particularly if the type of use is something people would use. He would also like more commercial. He asked if there could be retail on one side and residential on the other.

- Overbrook Ridge (7208 Rouse Rd.)

Mayor Kondratick asked if the only Rouse Rd. frontage is the top right corner. Council member Hewetson asked if it is 800 feet to Cass Holt, so that would complete a long stretch of Rouse Rd, to get it to Cass Holt, if Powell is approved and widens their section. This would help make this a wider road. Council member Deshazor said he would like to see all of the proposed projects and their impact on Rouse on one map to see how much of it would be done.

- Myers Subdivision (6305 People Rd.)

Council member Deshazor said he would like to know how many acres these 42 detached dwellings would be on, for density. Ms. Caines said she could get them that information.

Ms. Caines said the following projects will come before Council in a Public Hearing:

- Sunset Lake Commons Apartments (Meridian at Sunset Lake) (following Old UDO process)
- Daventry
- 2420 Avent Ferry Road [check slide for Montessori]

Ms. Caines said the following projects are waiting for revisions.

- 1100 Piney Grove Wilbon Rd. (following legacy process)
- The Grove (809 Piney Grove Wilbon)
- The Nest (S. Main @ Elm)
- 4917 Friendship Rd.
- 303 Blalock

Ms. Caines gave an overview of the Piney Grove Wilbon Corridor meeting last night and said that at the June 9th workshop, staff would discuss quasi-judicial decisions for subdivision and development plans and potential changes to the process, and also a housing affordability follow-up.

CLOSED SESSION: Council entered into closed session pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the Town Attorney on *Town of Holly Spring v. Lamar and NCDOT*, with a motion by Council member Hewetson and a second by Council member Deshazor and a unanimous vote.

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

Adjournment: Council member Deshazor made a motion to adjourn at 8:50 pm. It was seconded by Council member Hewetson and passed with a unanimous vote.

Respectfully submitted on Tuesday, July 21, 2026.

Linda C. McKinney

Linda C. McKinney, Town Clerk

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

MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, June 9, 2026 at the Law Enforcement Center and via livestreaming. Mayor Kondratick presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Council members were present in the room as the meeting opened.

Council Members Present in the room: Mayor Mike Kondratick, Mayor Pro Tem Annie Drees, Council members Chris Deshazor, Danielle Hewetson, Kara Foster, and Sarah Larson.

Council Members Absent: none.

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, Innovation, and Strategy; Cassie Hack, Director, Communications and Marketing; Chris Hills, Director Development Services; Elizabeth Goodson, Sean Ryan and Sarah Sularz, Development Services; Paige Scott, Director of Public Works; Carrie Mitchell and Rachel Ingham, Utilities & Infrastructure; Paul Liquorie, Police Chief; LeRoy Smith, Fire Chief; Tina Stroupe, Finance Director.

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

Randy Harrington, Town Manager, gave an overview of the topics and asked Council to move Item 7, *Fall/Winter Workshop Topic Planning*, after the Town Clerk's update, because the Town Attorney's update would require going into Closed Session. Council agreed to the agenda change.

1. Community Engagement:

Scott Chase, Assistant Town Manager, said that this was the beginning of a discussion of Community Engagement and identifying gaps for further review. He said Holly Springs residents are highly engaged and gave examples of how staff has engaged with residents and included their input in decision making.

Cassie Hack, Director of Communications and Marketing, said there is a difference between Communications and Community Engagement. She outlined the differences in terms of what it is, what tools work best, which goals each addresses and how success is measured. She said that Community Engagement matters because by inviting diverse voices into the process, governments can avoid blind spots, reduce polarization and gain lasting community support. She outlined ways the Town is engaging with the public currently.

Mr. Chase gave examples of community engagement successes in the recent past, including e-bikes, high schoolers parking in subdivisions near the high school, and the 311 center. He pointed out that we are "punching above our weight" with the 311 as we are among the smallest municipalities to offer such a service.

Mr. Chase said we are a growing community and community engagement needs to evolve. There have been instances or topics, such as the yard waste program, where there were multiple

meetings with HOAs. The Engagement Hub, the online home for outreach and listening efforts, has been a highly used and effective method of receiving feedback from the public who might not be able to attend a meeting but want to have their voice heard. Ms. Hack said while engagement started with HOAs, there are neighborhoods without HOAs, and it is difficult to keep up with the changing board members on the HOAs. She said there is a great opportunity there. A suggestion would be an HOA summit to find ways to keep the HOAs involved in Town issues. She said the Engagement Hub on the website is a good place to interact with younger, digitally native residents. She asked for Council's engagement on what topics would be best used on the Engagement Hub.

Randy Harrington, Town manager, organized an activity to get Council's feedback on what areas of engagement are most important to Council. The areas that rose to the top priority were:

1. Neighborhood Listening Sessions
2. HOA engagement
3. 311 expansion
4. Engaging with existing groups other than HOAs.

MPT Drees asked if staff could put some social media suggestions into a Friday briefing.

Mr. Harrington said that next steps would be any needed staff research or "prototyping" on the Council-identified gaps based on today's discussion. There would be a follow up at the September workshop for further prioritization of potential gap areas to focus on and identification of other key considerations going forward.

2. Housing Policy:

Sean Ryan, Development Services, said he and Sarah Lipkin Sularz were here to continue the discussion on Housing Affordability that was started at the retreat. He said that at the Retreat the Holly Springs Housing Affordability Study was recapped with updated demographics. Council discussed various strategies to reduce barriers to affordable development, assist long-term residents to maintain safe, secure housing and improve access to housing resources. At that time Council prioritized three immediate tools and one long-term tool that they wanted staff to implement. These were Incentive Zoning, Expedited Approvals, and Land Use & Regulatory Changes, with Homeowner Rehabilitation as a long-term plan. Staff has been working with this direction to create specific actions that can be taken to reach those goals. He said tonight he would review those actions, discuss implementation timelines and identify key metrics with the goal of creating a Housing Affordability Action Plan for consideration. He said that these are small incremental changes that move the needle slightly, but change the long-term trajectory for the future.

Ms. Lipkin Sularz said there were three categories of actions to advance these goals: 1) Advancing access and public outreach; 2) implementing programs and policies; and 3) building the Town's capacity. In the first category, suggested action plans include Maintaining a User-friendly Housing Resources Webpage (Year 1) Building a Network of Housing Partners (Year 1) and Establishing a Housing Advisory Group (Year 2). She said staff recommends beginning with the Land Use Advisory Committee to establish clear framework with goals, objectives, an annual workplan and initial policies and programs. With this framework, the role could be turned over in Phase 2 to a group of community stakeholders as the affordability programs evolve.

Ms. Lipkin Sularz said the second category included creating an Affordable Hosing Incentive Zoning policy (Year 1) creating an Affordable Housing Expedited Approval Process (Year 2) creating a Pilot Program for Owner-Occupied Rehabilitation and Repair (OORR) assistance (Year 3) and aligning the Town's Long-range Plans and Development Ordinances with housing Affordability Goals (Year 2). She outlined the investment in staff time necessary for each of these action items.

Ms. Lipkin Sularz said the third category included dedicating staff resources to manage housing programs (Year 1) and providing dedicated funding to support housing affordability (Year 1), both of which would require budget commitments from Council.

Council member Deshazor said that for him Actions 2 and 3 (building a network of partners, and establishing a housing advisory group) have to go together. He thinks that would make it less of a heavy lift for the Town. Mr. Ryan said that the goal for the workgroup would be for it to be a Holly Springs board, but because we are so early in the process, we need to build the group first so that they have something to manage. Council member Deshazor said that as for Programs and Policies, he would like to see a pre-set plan that can be presented to developers to make it clear what they can do.

Mayor Kondratick asked if the action around aligning long-range plans and development ordinances was just looking geographically to see where it makes the most sense. Mr. Ryan said that would be something we would do, but we would also be looking at the character areas in the land use plan to make sure that the communication is reflective of Council's goals. Ms. Lipkin Sularz said to reinforce that Action 4 talks about creating an overlay to reinforce it in the maps. MPT Drees said we have collected feedback from developers. She asked if we were funneling that feedback into this process. Mr. Ryan said yes, and where we are today is, is this the right framework for us to continue to dig into. He said there would be a little more structure around these goals when it comes back to Council, and to put that feedback into a Housing Action Plan. That feedback of the development community will be crucial as we start to implement it.

Council member Deshazor asked about the housing website. Ms. Lipkin Sularz explained the housing website that exists now showing various housing options. But it has not bee updated or made interactive – it is a static list. It needs to be updated and made more interactive and user friendly, with someone in charge of it. Council member Deshazor asked if we as a Council need to decide what we mean by Affordable Housing. Council member Larson said we discussed it as 80% of area median income. Ms. Lipkin Sularz explained the levels of income compared to the Area Median Income (AMI) and said the 80-120% area is the group that needs the most help as there are existing programs that help those in lower income brackets. Council member Deshazor said he was more asking what types of housing – apartments, houses, townhomes – and are they rentals or owner-occupied. Mr. Harrington said the strategies to tackle 80% -120% AMI are very different from those needed for 30 - 60% AMI. The lower ones are usually tackled by larger municipalities. Council member Deshazor said he wants a clear strategy of what we are going after or nothing will get done. Mr. Harrington said that at the current state what we have heard so far has been around the 80-120%, but if it's something different, we would love to hear. Mr. Ryan said that as we get into implementing, we will need a metric to know what type of housing we are looking for. Once we get into the meat and potatoes we will get into those definitions. Ms. Lipkin Sularz said she wants to leave room for Council to be flexible, because when we talk about partnering with programs that already exist, they already have parameters that we will want to meet in order to accept matching funds.

3. UDO Proposed Updates

Chris Hills, Director of Development Services, said he wanted to discuss the current quasi-judicial subdivision and Development Plan approval process and discuss possible alternatives. If Council agrees that this is the direction, he asks that they authorize staff to proceed with drafting amendments to the UDO to amend the quasi-judicial approval process. Mr. Hills explained how the UDO was a consolidation of zoning and subdivision ordinances, and how the General Statute 160D, which regulates land-use in North Carolina, was a modernization of the statutes. He said that NCGS 160D allows Subdivision and Development Plans to be approved in three ways – quasi-

judicial by the governing body; quasi-judicial by an appointed body; or administratively by staff or technical committee.

Mr. Hills said that everyone, from residents to developers, has told them that they are frustrated by how long the current process is, how limited the resident involvement can be and the multiple levels of approval required, even when projects don't change. He said the goal of making a change would be to modernize the process to align public engagement where influence is greatest, to reduce confusion, streamline reviews, and optimize staff resources. He outlined which types of Council decisions are legislative, and which are quasi-judicial, and what that means in terms of public input and Council discretion. He said our peer municipalities are all practicing administrative approvals, leaving Holly Springs as an outlier.

Mr. Hills said the proposed decision making process would give rezoning, conditional rezoning districts, the Comprehensive Plan and the UDO text amendments to Council. Major and Minor Subdivisions and Development Plans would receive administrative approval. He outlined the steps after the approval of a Legislative Zoning and how the steps would change if this change to the UDO was implemented, and that it would shorten the approval process from 6-12 to 3-6 months.

Mr. Hills outlined the goals and outcomes staff hopes to achieve with this process evolution. He asked if Council wished to authorize staff to proceed with drafting amendments to the UDO to remove Quasi-Judicial approval process, and explained that this would not be an instantaneous process and that Council would see it again before it goes into effect.

Council member Hewetson asked if Council does not rezone, for a by-right development, could Council see those cases as quasi-judicial cases. Mr. Hills said he is not sure there is a legal avenue to create a separate class. But we do not have a lot of property zoned without a primary use already established. John Schifano, Town Attorney, said that zoning by right is by right. There's no way to do this. Mr. Hills said that having a strong UDO is the antidote to that. If the UDO is right, it will create the community you want to see.

Council discussed whether this scenario would lead to "bait and switch" from developers where once the rezoning was granted they did not build what they said they would. Mr. Hills said that risk is rare. We advise our clients that Conditional Zoning is the way to go because Council wants to know what they're getting. If someone asks for a basic rezoning, the Council can say no. With Conditional Zoning, bait and switch cannot happen. Mr. Schifano said we also pair rezoning with development agreements, so it is contractually tied to a specific plan. Also, the water resource policy is tied to it. If they don't do what was agreed to, they don't get the water. Mr. Hills said a well written UDO will prevent that from happening. Mr. Schifano said if you tie rezoning to site plan approval and a development agreement, that is a trifecta approach. You could have a development agreement expire, so conditional zoning might be a better approach.

Council member Deshazor asked if "staff" could be specifically worded to indicate that the Development Review Committee (DRC) is responsible. Mr. Hills said that could be done and he listed the departments involved in that committee and what interests are protected.

MPT Drees said she was concerned that Council is losing input opportunities for residents. Concerned about it not going to Planning Board. These give residents opportunities. She finds that troubling. Mr. Hills said, going back to due process, there is due process for the residents and for the property owners, and for the applicants. In the quasi-judicial process, if it meets the ordinance it has to be approved. If it is denied, it is an easy appeal to the Courts. Staff is hired to review projects and make sure they meet the requirements and staff is held to the statutory requirements. We cannot vary from that. Recommendations outside of the statute, whether they come from residents or the Planning Board, are difficult because statutorily we cannot require them. And we are adding up to 6 months of review time when very little can change in the quasi-judicial process. Council discussed the confusion of the residents and the Planning Board on the rules for quasi-

judicial hearings and the processes other municipalities are using. They discussed how the process has improved since Council moved the public hearing earlier in the process, allowing developers to react to public input and suggestions from the Council. They discussed drafting the UDO to make it clear that there was an appeal process for denials, and keeping Council informed at quarterly meetings and Friday briefings. They talked about exploring the pros and cons of using the Board of Adjustment for quasi-judicial proceedings.

Randy Harrington, Town Manager, said he has a lot of confidence in the recommendation and the team and the reviews. In those DRC meetings we make sure the right UDO components are being applied, and he tries to apply the things the Mayor and Council have indicated are important to these projects. He said he feels the process is appropriate, and has rigor to it.

Council discussed being purposeful in rezonings and the qualifications of staff to make these decisions, and that if the UDO is solid, this approach would give good results.

Consensus was to direct staff to move forward with these changes.

4. Legal/Clerk Quarterly Updates

a. Town Clerk

Linda McKinney, Town Clerk, said she had three topics to discuss: Historic Markers, Public Record Requests, and the Cemetery. She said that the next marker to be erected would be for the Railroad and would be erected in August as part of the 150th anniversary celebration. No applications were received for this fiscal year. There was one inquiry, but it did not lead to an application.

Ms. McKinney said that public records requests have increased exponentially. Prior to 2025 we received under 300 per year. In 2025 that increased 68% to 422. In 2026 we had 337 in the first 5 months, a 190% increase over 2025. This is an average of 67 legitimate requests per month. In addition we have seen an increase in botnet requests, particularly one that has been identified as coming from the Netherlands, posing as a media outlet, and blanketing NC clerks, including us, with 6 – 8 large data requests per day. These can require time too, as we have to verify that they are not human. Ms. McKinney said she explored with the IT department using AI to assist, but there would not be a time savings because each request would require a distinct query and then human double-checking to be sure of accuracy. In the current adversarial environment, we do not want to give anyone a reason not to trust us.

MPT Drees asked if this increase was throughout the County. Ms. McKinney said the increase is statewide. Council member Foster asked if we could track whether increased public engagement from Council and staff resulted in a decrease of public record requests. Council member Hewetson said if there is ever a benefit to Council reaching out to a requestor. Ms. McKinney said we always reach out if there is a chance to ask the requestor to narrow their request in order to get them what they actually want. There was discussion about utilizing software and whether or not it would save staff time, and that the implementation of it would take more staff time than responding to the requests does. There was discussion about the municipalities who use software to assist in the process are the larger municipalities, like Raleigh, and that they have dedicated staff members who manage their requests.

Ms. McKinney said her final topic was the lifespan of the cemetery. Over the last five years the average has been 36 plots sold per year. With current availability, that is about an 8 ½ year supply. This will be complicated by the fact that most sales include a mix of immediate need and preneed, wishing to have contiguous plots for family members. As the number of available plots decreases, there will inevitably be “orphaned” plots that are harder to sell. Sales are slightly less than half to residents, with slightly more than half to non-residents.

Ms. McKinney said that there are several options for the future of the cemetery, with a range of costs and lead time required. The easiest and cheapest is to maintain the status quo, selling the

remaining plots and then transitioning into maintenance mode, burying people in plots that are owned, and basically getting out of the cemetery business. Another option is grading the "Rose" section at the bottom of the cemetery which could add up to 5 years to the life of the cemetery. Or, given society's move toward more cremations, we could install a columbarium either in the Rose section or on the western edge on the outside of the drive. Either of these options would require getting quotes to know how much it would cost and how many years it would add to the life of the cemetery. The final option would be to find land for a second cemetery, which would require significant time and money. She asked Council to think about the options and she would bring this back to them at the retreat. Council requested quotes for grading and for adding a columbarium.

7. Fall/Early Winter Potential Council Workshop Topic Planning

Randy Harrington, Town Manager, said he is trying to look ahead to plan workshops for the Council several months at a time. It works best if we have three topics and keep it to two hours. From the list he provided Council, there are more topics that there is time for. He outlined the six possible topics for September and said he would be seeking feedback in order to narrow this down and give them an opportunity to narrow these down.

Council member Larson said she would like to shift the non-profit funding review to a time when it has more time, so it could be shifted off the September workshop. Revisiting the naming policy is something she said she would like added to an agenda. Mr. Harrington said he may need to inquire on whether the big topic areas, housing, transportation bond, 8 MGD wastewater, need to have meetings outside of the regular schedule, perhaps a couple of hours in the afternoon, to make sure those get the attention they need and don't shortchange the workshop. Council member Hewetson suggested the transportation bond projects discussion would be a good one to do that way.

5. Other business

Council member Larson said she didn't know we were in the cemetery business. Council member Deshazor reminded people of the Juneteenth celebration this weekend at Womble. He thanked staff for bringing back Affordable Housing.

MPT Drees said that she thinks the panhandling ordinance could do with a re-examination. She asked if Council was interested in having the attorney look in to revising that. Consensus was yes.

Council member Foster asked if in a Friday briefing we could tie the community engagement and Public Record Request and emails we get to ways that we could help improve the trust in government.

Mayor Kondratick said there is a proposed rule from NCDEQ for monitoring 1-4 Dioxane. He asked Council to comment during the public comment period on the proposed rule, to submit a comment opposing the proposed rule. He believes it lacks in its approach in regulating it at the source, and it will require more from treatment plants. And our residents will be asked to bear more of the health risks and the costs. He believes it needs to be regulated at the source. Mr. Harrington asked Rachel Ingham, Deputy Director of Utilities and Infrastructure for Water Resources, to speak to this. Ms. Ingham said a brief summary of the rule is you're going to monitor, you're going to identify your sources, and you're going to continue to monitor. It applies to treatment facilities that run pretreatment programs. It asks for consistent state-wide monitoring, to provide more data for future regulatory decisions and better identification of sources. If you get a detectable reading, then it is required to produce a plan to reduce the chemical. It does not set a numeric effluent limit, prohibit the discharge, or create a state-wide standard. Shifting this to wastewater rather than drinking water helps us identify the sources. Holly Springs already does this monitoring. But if there is no limit in the amount that can be released, it is up to drinking water sources to reduce it.

Mayor Kondratick asked if the rule requiring industrial users to create a plan requires them to implement the plan, and in a timely way. John Schifano, Town Attorney, said it does. There are a couple of possible holes in the proposed rule. You have to set your baseline. A lot of environmental regulation is, "if you can reduce it, you must reduce it." This rule says, "keep it at the status quo." It is up to the director to inform you if you need a mitigation plan, so that is a one problem. It doesn't require you to use all best efforts to eliminate 1-4 Dioxane.

Jay Osborne, Assistant Town Attorney, said it is an interesting rule because there is no quality standard. It has you sample, set a base line, and not go over that line. There can be a plan, and the director can oversee that plan but not sure if it is within the permitting. Not sure any of that gets to your concern, but seems that is how it is structured. There is no state standard and no federal standard. Mr. Schifano said it is not a perfect rule, but it is a lot better than what we have now. Council member Hewetson asked why gather this information without setting a standard. Ms. Ingham said setting a standard is a long process and the EPA and others are going through the process in order to set a standard. Mr. Osborne said it is not unusual for the concern to come before the regulation. Council member Hewetson asked if this process looks similar to the way PFAS was done. Mr. Osborne said, in his opinion, yes. Whether it will follow the same track, he doesn't know. Ms. Ingham said PFAS is more widespread, and 1-4 Dioxane is easier to track the sources. But 1-4 Dioxane is harder to remove than PFAS, so it is better to find it at the source. Mr. Osborne said there is a lawsuit on the legal authority to do this which is working its way through the Courts, coming out of the Piedmont. Council member Foster asked if there was anything we could do to prevent this coming at the source. Mr. Schifano said we do that now, and we enforce our part in our area. He said his fear is, if we oppose this rule, we will be back where we are with no rule. He said until the EPA comes up with a standard, this is what we have. It is not perfect, but it is the best we have. Mr. Osborne said you can comment that you like the idea of the rule, but would like the following amendments. You don't just have to oppose it. MPT Drees said she likes the idea of that. Ms. Ingham said Holly Springs is part of the North Carolina Pre-treatment Consortium which made comments very similar to that – we like the rule but would like these amendments. She said the Town could make a similar comment. Council agreed with that idea.

Mayor Kondratick said he would like to add two forms to the website, if Council agrees. A standard meeting request form to allow residents to request a meeting with any one of us and provide information about the preferred timing and subject of the meeting, and the second for event requests asking any of us to attend an event. Council discussed whether this would be an improvement over using their publicly available emails, how to set expectations for the public on their availability, and how the forms would work. Council said that if the Mayor would find it helpful they had no objection to him using one.

Mr. Harrington asked for clarification as he was hearing mixed opinions. Council continued discussion about pros and cons. Consensus was to focus on the Mayor.

b. Town Attorney John Schifano, Town Attorney, said he needed to go into closed session to do his update.

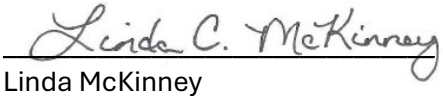
5. Closed Session: Council entered into closed session pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the Town Attorney on possible litigation with Fred Smith Company and NCDOT, with a motion by MPT Drees, a second by Council member Hewetson, and a unanimous vote.

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

6. Adjournment:

Motion to adjourn was made by Council member Deshazor seconded by Council member Hewetson and passed with a unanimous vote. The June 9, 2026 workshop meeting of the Holly Springs Town Council was adjourned at 9:20 pm.

Respectfully submitted on Tuesday, July 21, 2026.



Linda McKinney
Town Clerk

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 16, 2026. Mayor Kondratick 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 Mike Kondratick, Mayor Pro Tem Annie Drees, Council members Danielle Hewetson, Chris Deshazor, Sarah Larson, and Kara Foster.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager;* Scott Chase and Daniel Weeks, *Assistant Town Managers;* John Schifano, *Town Attorney;* Linda McKinney, *Town Clerk* (recording the minutes); Kameron Womack, *IT;* Corey Petersohn, *Director, Office of Budget and Sustainability;* Cassie Hack, *Director*, *Communications and Marketing*; LeeAnn Plumer, *Director, Parks & Recreation*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Tina Stroupe, *Finance Director;* Chris Hills, *Director of Development Services;* Sean Ryan, *Development Services;* Jeff Wilson, *Director of IT*; Irena Krstanovic, *Director, Economic Development;* LeRoy Smith, *Fire Chief*; Paul Liquorie, *Police Chief.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Jonathan Sherrod of Kirk of Holly Springs Presbyterian Church.

4. Agenda Adjustment: The June 16, 2026, meeting agenda was adopted with changes, if any, as listed: none

Motion: Drees
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, and the Clerk was asked for any written comments received prior to the meeting.

The following public comments were received in person:

Melisa Kelsey, 508 Arbor Creek Dr., asked Council to adopt a stricter approach to spending and not to fund nonessential programs. She asked them to decrease spending, eliminate special projects, remove grants from the budget, and audit operational costs to trim unnecessary expenditures.

Brian Kelsey, 508 Arbor Creek Dr., said he thinks the critical trajectory of the town needs to be addressed. He said over 25 years Holly Springs has transformed completely. The velocity of expansion has outpaced the identity of the Town. He said residents' comments are ignored by boards and staff and things are built in favor of developers. He said a bloated tax base does not guarantee a vibrant community. He asked Council to stop growth.

Donna Friend, 112 Split Trunk Path, said she was here to say thank you for the grant to Pride of Holly Springs Committee. She said that Parks & Recreation were amazing to deal with. They found a

great location for the bench. Pride of Holly Springs obtained matching funds for the grant. And the Town assisted with the wording of the plaque, which will say "In celebration of Love. Donated by Pride of Holly Springs Committee 2026."

Joan Zahornacky-Cooper, Fawn Hoof Trail, said she was a volunteer coordinator with the Red Cross dealing with people who are displaced from their homes. She said on April 21st a local family was displaced through a fire. She was their case worker and connected them with resources, NeighborUp, Food Cupboard and others. This case is notable because of all the assistance they received. But from the beginning they said they wanted to stay in Holly Springs. She would like the Town to donate more than $2,000 to NeighborUp. She would like the donation increased to $20,000. She also asked what the Town is doing about affordable housing. Building more houses is not working. She would like the Town to find out what works and do that. She would like staff members dedicated to this. And she suggested that all developments designate a small quantity of units to be affordable.

The following public comments were received in writing: two comments from Heather and Josh Dolinger regarding Happy Hunting development; one comment requesting a three-way stop sign at Quarry Rock, Presley Snow, and Chieftain.

Recognitions

5. Holly Springs High School Women's Soccer State Champions

Mayor Kondratick congratulated the Holly Springs High School Women's Soccer team on winning the State Championship, and presented a proclamation to the Coach and team members who were present.

6. Juneteenth Proclamation

Mayor Kondratick proclaimed June 19, 2026 as Juneteenth in Holly Springs and presented proclamations to the Holly Springs ML King Jr. Committee and members of the NAACP.
Furman Beckwith, MLK Jr. Committee, and Kelli Wilhelm, President of the Raleigh Apex NAACP, said a few words.

7. July is Parks and Recreation Month

Mayor Kondratick proclaimed July as Parks and Recreation Month in Holly Springs and presented the proclamation to members of the Parks and Recreation Advisory Committee and the Parks and Recreation Staff.

Val Atkins, Chair of PRAC invited the committee up and spoke a few words about the work of the committee. LeeAnn Plumer spoke about events and programs in Parks & Recreation and thanked the staff, volunteers, coaches, instructors, and other partners who work with the department. She invited the community to the July 5th celebration, and other upcoming events.

REQUESTS AND COMMUNICATIONS

8. Festival Street Design Project Overview

Sean Ryan, Development Services, said this item was to update Council on the Avent Ferry Road Festival Street concept design project, and receive feedback from Council on elements they would like to consider as design concepts are developed. He introduced Robert Beale from Bolton and Menk.

Mr. Beale showed an overview of the area where the Festival Street will be. The project will transform the block into a flexible pedestrian-priority civic space. While the street would be open for daily use, there would be the ability to temporarily close it for events. They said they are working toward a community focused design to improve pedestrian safety and walkability, which incorporates traffic calming and moves overhead utilities underground. He outlined the project schedule with concept design and prototyping this summer, construction drawings in the fall, and construction to start in winter of 2027.

Mr. Beale outlined the public engagement taking place throughout the life of the project, from stakeholder/property owner meetings, community meetings, an online survey, and a community prototyping event in August. He said that staff had provided inspiration photos of various ways a Festival Street could look as part of the design approach, and he showed them to Council and asked for their reactions.

Council member Larson said she likes artscapes and having a draw to bring people downtown. Council member Deshazor said the hospital lights up in sport team colors, Town Hall can light up like that. If the street could light up that way it would be great. Council member Hewetson said she likes the lighting because it changes the space from looking like a street.

Council member Deshazor said he liked the pavement on the 3rd St. Promenade example. It looks more like a festival street. Council member Hewetson said some kind of lights overhead feels like a necessity to her. Council member Foster said she likes the different pavement. She liked the example that had lights in the trees as a way to separate sidewalks from the street. She likes the natural benches in the Salt Lake City version, but maybe we could have them in Holly Springs colors. MPT Drees said that providing shade is important – especially natural shade from trees. Council member Foster said that shade will help tie it all together.

Mr. Beale explained what residents could expect from the prototyping event where the street would be transformed into a temporary demonstration space to test design concepts in a real-world setting and allow participants to share feedback and perspectives in real time, as well as experiencing what the "interventions" would feel like. This will be held on August 21st, and he invited the community to come out for it, during Summer at the Springs.

Mr. Beale said that next steps include various stakeholder meetings and outreach opportunities, with a plan of presenting to Council at the September 8th Council meeting.

Consent Agenda

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

9. May 19, 2026 Business Meeting and May 12 and 21, 2026 Workshop Meeting Minutes – Council approved the minutes of the May 19, 2026 Business Meeting, the May 12, 2026 Workshop Meeting, and the May 21, 2026 Workshop Meeting.

10. End of Year Budget Amendments - The Council approved end of year budget amendments and adopted associated capital project ordinances, and adopted Resolution 26-22 Designating Official Depositories, and accepted a North Carolina Great Trails State grant for $300,000.

Copies of Budget Amendments, Ordinances 26-20, 26-21, 26-22, and Resolution 26-22 are attached to these minutes.

11. Voluntary Annexation A25-10 Veridea S. Village East – The Council adopted Resolution 26-21 directing the Town Clerk to investigate the sufficiency of annexation petition A25-10, and setting the public hearing for July 21, 2026.

A copy of Resolution 26-21 is attached to these minutes.

12. Engineering Design and Construction Standards Supplement #15

The Council approved Supplement #15 to the Engineering Design and Construction Standards.

13. Holly Springs Rd. (Central) Design Change Order #5

The Council awarded design contract Change Order #5 to Kimley-Horn, and authorized the Town Manager to sign and execute the change order in the amount of $24,000, and to execute any change orders for the design contract within the approved design project budget.

PUBLIC HEARINGS

14. Consideration of a Moratorium on Data Centers

Sean Ryan, Development Services, said the purpose of this item was for Council to consider an up to 12-month moratorium on the acceptance, processing, and approval, of development applications for data centers. He said Data Centers as a use was added to the Unified Development Ordinance (UDO) in 2011 and defined during the 2020-21 UDO update process. The use has changed substantially over the last several years and modern data centers require considerable amounts of electricity and water, which can result in local impacts to residents and communities near the facilities. He read the definition of a Data Center in the current UDO, and outlined how it is out of date.

Mr. Ryan said the General Statute §160D-107 allows local governments to adopt temporary moratoria. The duration must be reasonable, must include the proposed actions to be taken, and must have a public hearing prior to consideration. He said the proposed actions were to study, develop, and consider appropriate amendments to the UDO and related policies. These considerations may include impacts on water consumption, energy demand, backup power generation, noise/vibration, land use compatibility, and transportation infrastructure. He said that staff proposes the Land Use Advisory Committee serve as the body to consider appropriate amendments. They will establish a regular cadence of meetings to review staff findings and research, consider community and stakeholder feedback, and make a recommendation to Town Council. He said that the moratorium could expire earlier than 12 months, if the work is completed before then.

MPT Drees asked about the timeline. Mr. Ryan said it is important to take our time and do it correctly. It is likely that the first 8-9 months will be taken up with research and stakeholder and community input, and use the rest of that 12-month period to solidify the recommendation from the Committee and then go through the adoption process, which is about a 2 ½ to 3-month process.

Council member Hewetson asked if staff saw this as a moving target because this is changing so quickly. Mr. Ryan said that with everything in the UDO we watch for changes and adjust. This is such a big new issue that we think it is important to have a good baseline to start with.

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

Jai Butts, 3007 Forest Village Dr., said the name of Holly Springs derives from water sources, and data centers could endanger that water. Data Centers use a lot of water and if data centers are allowed, they can impact our water. They put a strain on the grid and other infrastructure. People spoke at public comment about infrastructure problems, and data centers will make that worse. He said he was speaking in support of this moratorium.

Melisa Kelsey, 508 Arbor Creek, said she was here to support the moratorium. She has serious concerns about the impacts these facilities may have on quality of life, water supply, utility costs, and the local job market. She spoke of the amounts of water and energy they use. Without alternative water sources, these centers draw from current municipal supplies. Communities have seen utility costs rise due to this demand. She said data centers are loud and make poor neighbors. She said noise impacts can extend hundreds of feet, and cause adverse effects such as sleep disruption and other health concerns, and can undermine property values. She said the promised employment benefits often do not materialize. She said the community bears the burden without receiving the benefit. She asked Council to vote yes on the moratorium.

Mayor Kondratick closed the public hearing.

Council member Deshazor said he would like to see a broader definition of a data center. He has read about data centers renting out space in residential homes. This area is changing so quickly we

need to consider all aspects. Council member Larson thanked staff for being proactive in bringing this up now.

MPT Drees said she is not a fan of moratoriums, but in this case she agrees because we are taking a moment to evaluate the impact on the residents and resources. She asked staff to prioritize this. She said priority 1 is to get it right, but priority 2 is to do it quickly.

Council member Foster said it is responsible to take the time to look into this. As we are expanding our water and sewer operations, we want to keep our standards where they are.

Council member Hewetson said the technology is changing all the time. She thinks this is the responsible thing to do, to understand what it is and how it will affect Holly Springs. She also agrees that we should make sure we are thorough in understanding what the UDO will look like moving forward.

Action: Motion to adopt Ordinance 26-19 to approve an up to 12-month moratorium on the acceptance, processing, and approval of development applications for data center, cryptocurrency mining, data processing, and other uses associated with data centers as specific uses within the Town of Holly Springs corporate limits and its extraterritorial jurisdiction.

Motion: Hewetson
Second: Deshazor
Vote: unanimous

NEW BUSINESS

15. Bridge Naming Endorsement in Honor of Deputy Mark R. Tucker

Linda McKinney, Town Clerk, said this item was to consider a resolution endorsing naming a bridge on Holly Springs Road in honor of Deputy Mark R. Tucker. She said the town was approached by the Wake County Fraternal Order of Police Lodge 41 who were seeking to have NCDOT name the bridge on Holly Springs Road over NC 540 named to honor Deputy Tucker, who was killed in action near that spot in 2004. She showed the location of the bridge. She outlined the NCDOT requirements for such a naming and said the applicant has completed the application, collected the required letters of recommendation, verified the families support, and raised the funds to pay the NCDOT administrative fee. The steps required of the Town, if they are in support of this naming, are to pass the resolution unanimously, and to supply a copy of the minutes showing the adoption of that resolution.

Action: Motion to adopt Resolution 26-20 endorsing the naming of the Holly Springs Road bridge over NC 540 in honor of Deputy Mark R. Tucker.

Motion: Deshazor
Second: Larson
Vote: unanimous

A copy of Resolution 26-20 is attached to these minutes.

OTHER BUSINESS

Council member Foster said she was excited about the Festival Street, and it tied together nicely with honoring Parks & Recreation.

Council member Hewetson said we are heading into summer and lots of events. Parks & Recreation mentioned July 5th and also Summer at the Springs on Aug. 21st. But she invited people to check out other events, and have a good summer.

Mayor Kondratick offered his congratulations to the MLK Jr. Committee for a wonderful Juneteenth event. He said that Thursday the 25th is our Avent Ferry Rd. Widening Phase 2 Community meeting at Holly Grove Middle and he invited people to come to that.

MPT Drees said she was honored to be part of endorsing the bridge naming. She said the Holly Springs Police Department had a great program last night about children's online safety. They do events like this throughout the year, and she invited people to participate.

Council member Deshazor thanked everyone who came out to the Juneteenth event. It was a great event. He said it's not just an event; it's a celebration. He said to the commenter who asked Councill to address affordable housing and prices, we have been working on this. It will not happen overnight. It is not quick. But they as a Council have been working on it since the retreat last February. He said the Middle Creek Greenway is getting flashing beacons at the crosswalk. And now pedestrian flags have been installed.

Council member Larson said Chief Liquorie was at the Salamanders game for an e-bike event, and a lot of kids and parents were there. Please continue to educate the youth and parents. She thanked staff for the e-bike FAQ on the website. June 18th is national go fishing day and there is an event at Bass Lake that day. June 19th Summer at the Springs features the Joe Hero Band and there is a Pride event at Womble. She wished Happy Father's Day to all the dads.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had five items. Summer at the Springs will have Joe Hero at the next one. He informed the public that for the July 4th weekend – town offices will be closed on Friday, July 3rd. He said that service changes will be posted on social media soon. On July 5th we will celebrate the nation's 250th anniversary and the Town's 150th. There will be enhanced fireworks and special glasses for viewing them. There will be some historical banners to walk through and experience our history. There will be entertainers roving throughout the evening and attendees will have the opportunity to sign up for text messages during the event. We expect a large crowd. Parking can be a challenge, so we appreciate everyone's patience. But it's a great experience. You can also walk or bike to the park.

He said the Avent Ferry Festival Street community meeting will be on Wed. July 15th in Town Hall from 6-8. And the Holly Springs Hopper will begin Saturday service from 9 am – 10 pm starting on July 11th.

CLOSED SESSION: Council entered into closed session pursuant to N.C.G.S. 143-318.11(a)(4) to discuss an economic incentive, with a motion by Council member Hewetson, a second by MPT Drees, and a unanimous vote.

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

Adjournment: Council member Deshazor made a motion to adjourn at 8:40 pm. It was seconded by Council member Hewetson and passed with a unanimous vote.

Respectfully submitted on Tuesday, July 21, 2026.

Linda C. McKinney

Linda C. McKinney, Town Clerk

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

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

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

Action(s):
Approve the following budget amendments:

- Amendment 1 - 150th Funding
- Amendment 2 - Human Resources Budget
- Amendment 3 - Public Works Equipment

Explanation:

- The budget ordinance for the Town authorizes the Town Manager to approve inter-department budget amendments within the same fund, up to $50,000 with notification to Council within the following month.
- Amendments that alter the total appropriation and/or transfer greater than $50,000 between departments require approval from Town Council.
- The following amendments are included in the packet:
    - Amendment 1 - 150th Funding: At the close of the prior fiscal year (FY26) any unused funds are saved in fund balance. This amendment re-appropriates funding and sponsorships for the 150th Town Events in the current fiscal year (FY27). Town Council originally endorsed a two-year appropriation plan for 150th celebration funding spread across two fiscal years (FY2025-26 and FY2026-27). The reappropriation of yet-to-be-used FY26 funding will ensure that full funding remains intact for the overall plan of events and celebrations.
    - Amendment 2 - Human Resources Budget: This amendment shifts funds related to employee benefits from a Central Services account to an account in the Human Resources Department. This amendment does not change the total amount or purpose of the funds and is administrative only.
    - Amendment 3 - Public Works Equipment: Last fiscal year (FY26) included funds for a replacement excavator for the Public Works Streets Division. The contract for this equipment was still being processed at the close of the fiscal year. This amendment reappropriates the funds in the current fiscal year (FY27).

Background:

- All adjustments maintain a balanced budget.

Funding Source(s):

- Amendments 1, 2, & 3 - Operating Budget / General Fund Sources

Attachment(s):

1. Amendment 1 - 150th Funding
2. Amendment 2 - HR Budget
3. Amendment 3 - Public Works Equipment

Town of Holly Springs
FY2026-27 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, 2027.

Department: Communications and Marketing **Date:** 7/21/2026

Reason for Budget Amendment:

Re-appropriating unspent FY26 funds associated with the 150th Town Celebration in FY27 to include sponsorship funds. When a fiscal year closes, remaining funds are saved in fund balance. This amendment appropriates that fund balance for use in FY27.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-411-62.04	Gen Fund - Comms - Department Supplies	$ 116,035	
	Total Expense:	**$ 116,035**	**$ -**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
10-360.08	Gen Fund - Unassigned Fund Balance	$ 116,035	
	Total Revenue:	**$ 116,035**	**$ -**

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.

Town of Holly Springs
FY2026-27 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, 2027.

Department: Human Resources **Date:** 7/21/2026

Reason for Budget Amendment:

Shifting funding for employee benefits from a Central Services account to the Human Resources Department. The funds are to be used for the same purpose, and this move is administrative for ease of billing management by the HR Department.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-410-02.12	General Fund - Central Services - Employee Benefits		$ 144,000
10-412-12-02.17	General Fund - Human Resources - Employee Ben.	$ 144,000	
	Total Expense:	**$ 144,000**	**$ 144,000**

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.

Town of Holly Springs
FY2026-27 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, 2027.

Department: Public Works **Date:** 7/21/2026

Reason for Budget Amendment:

In last fiscal year (FY26) a replacement excavator was funded in the Public Works Streets Division. This equipment was in final contract processing at the end of the fiscal year. This amendment re-appropriates funds in FY27 from the unused FY26 budget.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-422-22-90.02	Gen Fund - Public Works - Streets - Capital Vehicle	$ 287,310	
	Total Expense:	**$ 287,310**	**$ -**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
10-360.08	Gen Fund - Appropriation From Fund Balance	$ 287,310	
	Total Revenue:	**$ 287,310**	**$ -**

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#: 7.

Consent Agenda
Title: Development Plan 23-DP-13 Expiration Extension Request for Genesuites Pod C Development
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Conor Ryan, Development Services

Action(s):

- Grant the first, of an allowable two, 6-month extensions for 23-DP-13 Genesuites Pod C Development Plan to extend the expiration date from June 17, 2026 to December 17, 2026, as requested by Timmons Group.

Explanation:

- Timmons Group has requested to extend the approval of the Genesuites Pod C Development Plan.
- The proposed plan is for a 177,936 sf lab/manufacturing/warehouse building at 201 Montesale Way within the Oakview Innovation Master Plan area.
- According to the letter submitted with the request, the development of Pod C is dependent on leasing activity within the Catalyst Biocampus, and the applicant anticipates resolving these issues and moving forward with Construction Drawings for Pod C by the end of the year.
- Approval of this extension will set the new expiration date at December 17, 2026.
- If approved, one additional 6-month extension may be granted by the Town Council.

Background:

- The Development Plan was originally approved by Town Council on June 17, 2025, with an expiration date set on June 17, 2026.
- The applicant contacted staff on May 5th requesting an extension for the Development Plan. Staff received the extension request letter on May 15, 2026. However, some minor revisions to the letter were required, resulting in a month delay before placing the item on the Town Council agenda.

Funding Source(s):
N/A

Attachment(s):
1. 23DP13_ExtensionRequestLetter
2. 23DP13_SiteMap

TIMMONS GROUP

5410 Trinity Rd
Suite 102
Raleigh, NC 27607

www.timmons.com
P 919.866.4951
E info@timmons.com

5/15/2026

Town of Holly Springs

Development Services Department

Holly Springs, NC

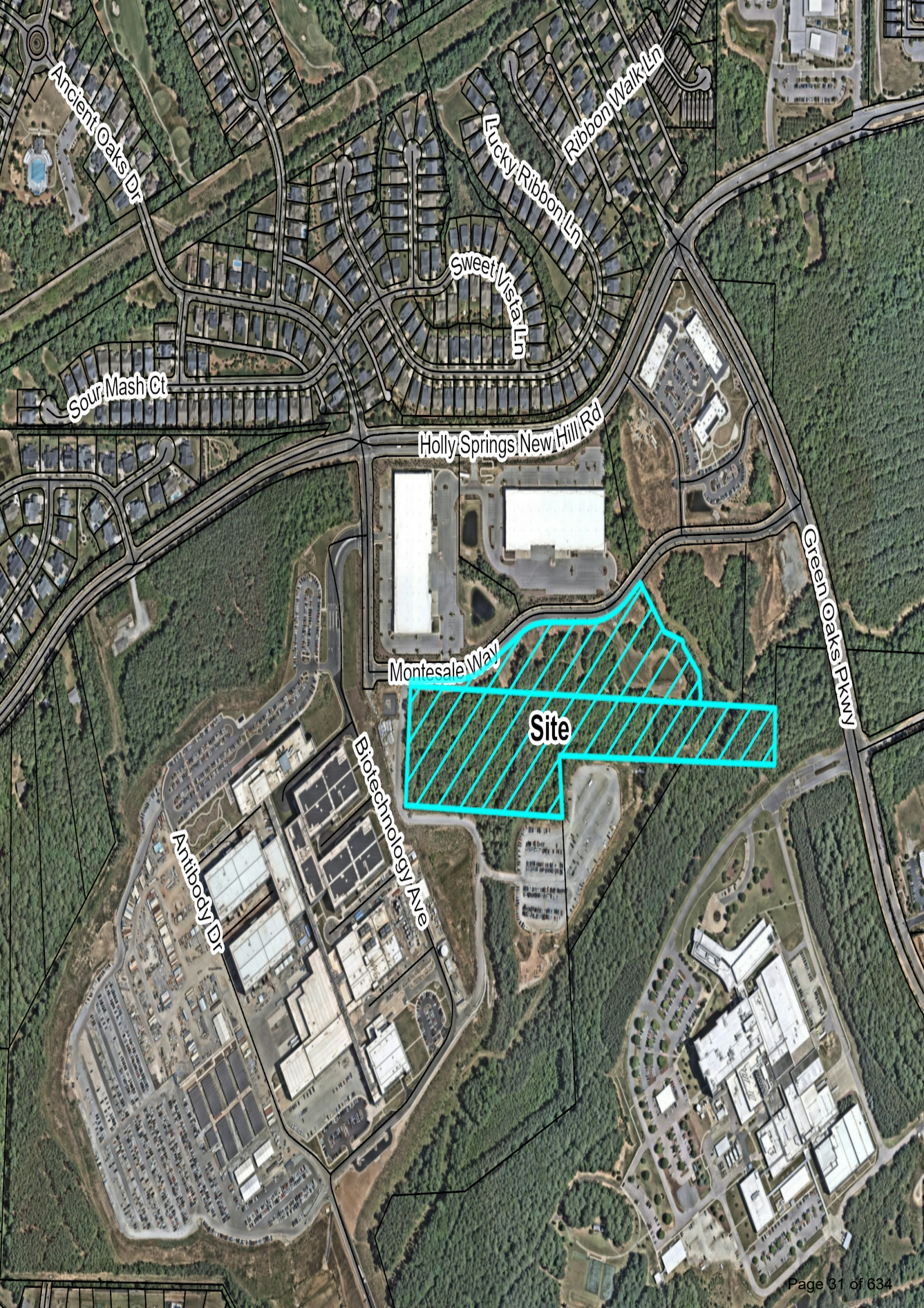
RE: Development Plan Permit Extension Request – GeneSuites Lot C

Please accept this letter as a formal request for an extension of the Development Plan permits associated with the above-referenced project. The projected timeline for development of Lot C remains dependent upon leasing activity within Phase 1 of the Catalyst Biocampus. Based on current ongoing negotiations, we anticipate that we would be able to move forward with Construction Documents by the end of this calendar year for the Genesuites Lot C development. We respectfully request an extension of the permits to allow sufficient time for completion of these negotiation efforts and continuation of the project development process.

Thank you for your consideration. Please contact us if any additional information is needed in support of this request.

Sincerely,

Steve Scott


Ancient Oaks Dr
Lucky Ribbon Ln
Ribbon Walk Ln
Sweet Vista Ln
Sour Mash Ct
Holly Springs New Hill Rd
Green Oaks Pkwy
Montesale Way
Site
Biotechnology Ave
Antibody Dr

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda
Title: Development Plan 23-DP-09 Expiration Extension Request for 370 Green Oaks Development
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Conor Ryan, Development Services

Action(s):

- Grant the second of an allowable two, 6-month extensions for 23-DP-09 370 Green Oaks Development Plan to extend the expiration date from July 29, 2026, to January 29, 2027, as requested by Focus Design Builders, LLC.

Explanation:

- Focus Design Builders, LLC (on behalf of D'Andrea Realty) has requested to extend the approval of the 370 Green Oaks Development Plan.
- The proposed plan is for a 23,800 sf office/warehouse building at 370 Green Oaks Parkway within the Holland Industrial Park.
- According to the letter submitted with the request, escalating material costs and supply chain disruptions have affected the construction timeline. The applicant is working to resolve these issues and ensure materials and financing are in place to begin.
- Approval of this extension will set the new expiration date at January 29, 2027. Should the project fail to move forward before that date, any development of the site will require a new Development Plan application.

Background:

- Per UDO Section 11.10.B.2.c, The Town Council may extend said approval by up to 1 year, but in 6-month increments, where the applicant requests an extension and demonstrates a compelling reason for such delay.
- The Development Plan was originally approved by the Development Review Committee on January 23, 2024, with utility allocation approved by Town Council on May 21, 2024. The expiration date was set on May 21, 2025.
- Construction drawings were approved by staff in September of 2024.
- The construction drawings expired on January 29, 2025, the last date of activity for the project. The Development Plan was set to expire on January 29, 2026. Staff contacted the applicant on December 31, 2025, notifying them of the impending expiration.
- The first Development Plan extension was approved on March 17, 2026, setting a retroactive expiration date of July 29, 2026.
- The Holland Industrial Park encompasses the area between Thomas Mill Rd, Green Oaks Pkwy, and Premier Dr. It is adjacent to the Holly Springs Business Park PUD, which is

primarily located along the south side of Green Oaks Pkwy.

Funding Source(s):
N/A

Attachment(s):
1. 23DP09_ExtensionRequestLetter
2. 23DP09_SiteMap

Mr. Jonathan Williams, DBIA
Principal
Focus Design Builders, LLC
881 Falcate Dr.
Wake Forest, NC 27587

June 24, 2026

Town of Holly Springs
Planning and Zoning Department
Attn: Town Council
128 S Main St
Holly Springs, NC 27540

Subject: Request for Development Plan Approval Extension – 370 Green Oaks
PLDP202300180, Holly Springs, NC

Dear Council Members,

I am writing on behalf of D'Andrea Realty, LLC, to respectfully request a 6-month extension to the development plan approval for the 370 Green Oaks project PLDP202300180, located in Holly Springs, North Carolina. Currently, the expiration date of the approved plan is July 29, 2026. If granted the requested 6-month extension, the new expiration date would be January 29, 2027. Pursuant to Section 11.10.b.2.c of the Town's Unified Development Ordinance, we seek this extension due to compelling reasons causing delays in commencing the project.

Our project continues to face ongoing price escalations of critical construction materials, including labor, aluminum, steel, concrete, rebar, PVC piping, and other key inputs necessary to complete this project. These price escalations result from ongoing global supply chain disruptions and inflation. Those continuous price increases coupled with the higher interest rate environment and impacts to the client's business have negatively affected the project.

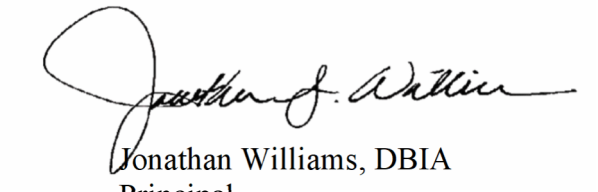
In accordance with UDO Section 11.10.b.2.c, we believe these circumstances constitute compelling justification for an extension, as they align with the ordinance's examples of delays caused by supply chain challenges. To mitigate these challenges, we have taken proactive steps, including exploring alternative suppliers and coordinating with our client to stabilize their operations. We anticipate resolving these issues within the next 6 months, allowing construction to commence promptly thereafter.

We respectfully request that the Town Council grant a 6-month extension to the development plan approval. This additional time will enable us to overcome the current material and supply chain constraints, ensuring the project moves forward efficiently and delivers a high-quality development that benefits the Holly Springs community.

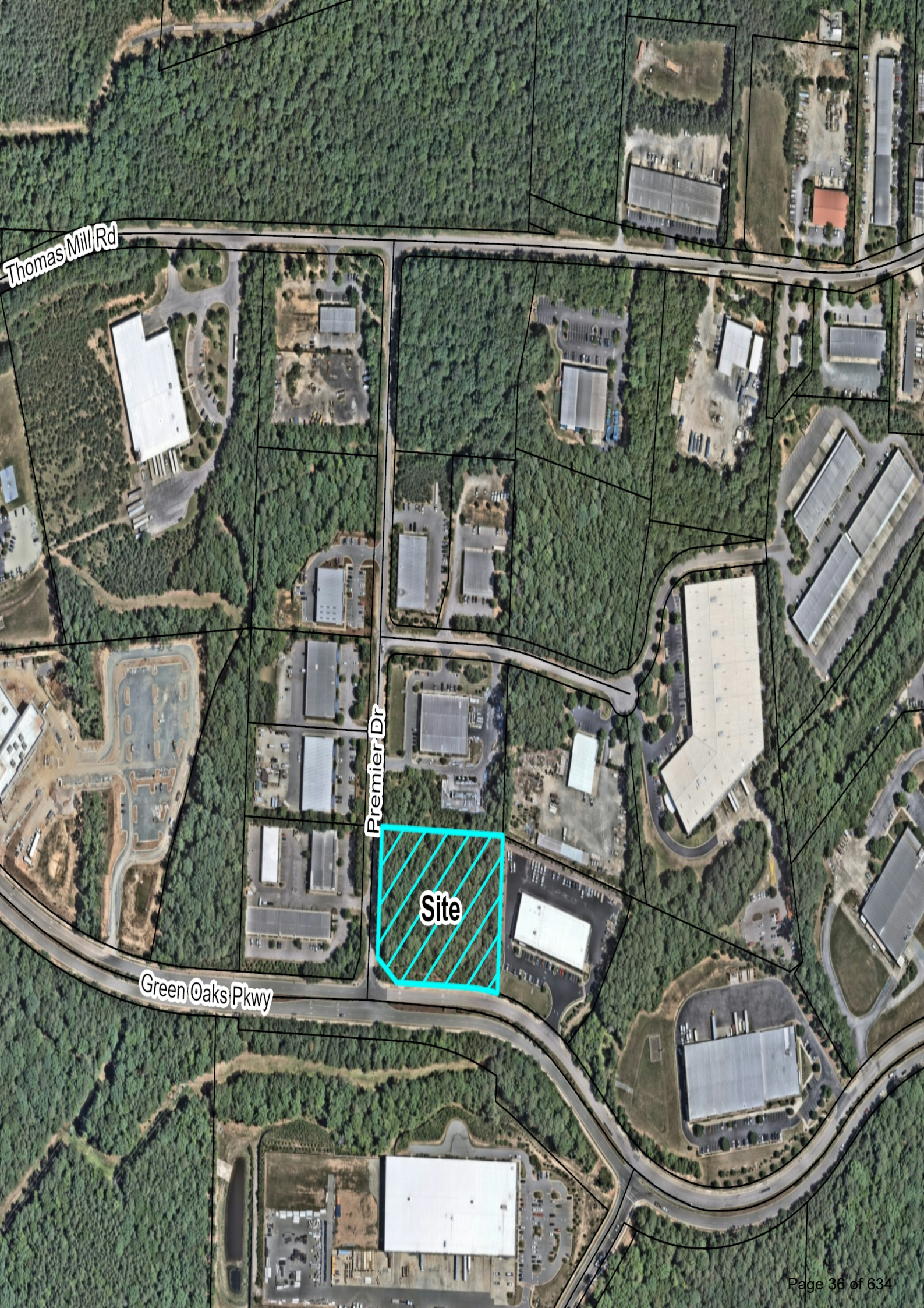
Please find attached any supporting documentation, including correspondence with suppliers and our client, to substantiate the delays. We are happy to provide additional information or attend a Town Council meeting to discuss this request further.

Thank you for your consideration of this request. We value our partnership with the Town of Holly Springs and are committed to delivering a project that meets both our client's vision and the community's expectations.

Sincerely,



Jonathan Williams, DBIA
Principal
Focus Design Builders, LLC
881 Falcate Dr.
Wake Forest, NC 27587
(919) 816-6395
jwilliams@focusdesignbuilders.com


Thomas Mill Rd
Premier Dr
Site
Green Oaks Pkwy

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda
Title: Holly Springs Rd. (CENTRAL) NCDOT Supplemental Agreement
Strategic Priority Area: Growth Management & Economic Vitality
Vibrant Community
Community Safety
Staff Resource: Tim Athy, 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 and increase the shared funding for the construction and delivery of the Holly Springs Rd. (CENTRAL) transportation investments.
- Adopt Streets and Sidewalk Capital Project Ordinance (26-23) to appropriate additional grant funds.

Explanation:

- In 2026, the Town was approved by the Capital Area Metropolitan Planning Organization (CAMPO) for additional Locally Administered Projects Program (LAPP) grant funding for Holly Springs Rd. (CENTRAL) construction.
- The current Municipal Agreement between the Town and NCDOT will expire on August 31, 2026.
- The Supplemental Agreement will increase available project funding to the Town from CAMPO and extend the time frame of the project.
- The amendment ensures the project remains active and eligible for continued coordination with and funding through NCDOT. The agreement also retains all previous terms and commitments from the original 2018 Project Agreement and the 2023 Supplemental Agreement.
- The proposed project will widen Holly Springs Road from Main Street to Flint Point Lane to a 4-lane median divided cross-section with sidewalks and pedestrian safety improvements.
- Town funding for expenses not covered by the LAPP grant will be from the Town Council approved Community Investment Plan (CIP).
- The project will be administered by Town of Holly Springs staff.

Background:

- The project is approximately 3/4 mile long from Main Street to Flint Point Lane.
- The project will upgrade the existing roadway to a four-lane, median-divided cross-

section designed to:
    - Increase road capacity
    - Provide enhanced, safe bike and pedestrian routes
    - Provide safer intersections
- The Town will administer the project, and NCDOT will reimburse the Town for its eligible share of project costs in accordance with the Municipal Agreement.
- Municipal Agreement will reimburse for:
    - Private Utility Relocation Activities
    - Property Acquisition (Right-of-Way, easements, etc.)
    - Construction
- Construction will begin in 2027.
- Federal Funding Reimbursement History:
    - 2018 - CAMPO awarded TOHS $2,014,496 in LAPP funding to reimburse eligible costs associated with right-of-way acquisition and construction
    - 2026 - CAMPO awarded TOHS $12,223,904 in LAPP funding to reimburse eligible costs associated with right-of-way acquisition and construction
    - TOHS staff have successfully secured $14.2 million in federal funding, leveraging it alongside the 2018 Transportation Bond Program to deliver this critical improvement to the Town's most traveled east-west corridor.
    - NCDOT will set aside $2,132,800 of grant funding to use towards costs related to review and oversight of this project.
    - This leaves $12,105,600 in grant funding for the Town's project construction budget.
- Streets and Sidewalk Capital Project Ordinance (26-23) appropriates all funds for all street and sidewalk projects including Holly Springs Road Widening (Central)
    - The project budget previously included $4,814,496 in awarded and estimated future grants.
    - Ordinance 26-23 increases the grant funding by $7,291,104 for a total amount of $12,105,600 to match the NCDOT Supplemental Agreement (after withholding for NCDOT fees)
    - The previous preliminary project budget cost estimate from two years ago was $19.6 million, prior to design completion.
    - Including right-of-way property acquisitions, the design consultant estimates a current project budget of approximately $26.9 million, which aligns with the project estimate range presented at the 2026 Town Council Retreat.

Funding Source(s):

- Community Investment Plan - 2018 Transportation Bond / LAPP Grant Funds / Reserve Funds

Attachment(s):

1. HSR(central) NCDOT_SA
2. MAP
3. Summary of Ordinance Changes for July 21 2026
4. Street and Sidewalk Project Ordinance (26-23)

NORTH CAROLINA

WAKE COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 6/4/2026

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF HOLLY SPRINGS

TIP #:	U-6094	
WBS ELEMENTS:	PE	_____
	ROW	47899.2.1
	CON	47899.3.1
FEDERAL-AID #:	STBGDA-0520(121)	
FORMER CFDA #:	20.205	
ALN #:	20.287	
TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION]	$12,223,904	

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 8/24/2018, entered into a certain Project Agreement for the original scope: widening SR 1152 (Holly Springs Road) from Main Street to Flint Point Lane in Holly Springs, programmed under Project U-6094; and,

WHEREAS, the Department and the Municipality on 5/22/2023 entered into a Supplemental Agreement to provide extend the completion date for the Project; and,

WHEREAS, this Supplemental Agreement is to update the funding to match the current STIP and to allow additional time to complete the Project.

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

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse an additional amount of $12,223,904 at 80% of eligible expenses incurred by the Municipality up to a maximum of $14,238,400 of BGDA funds. The Municipality will provide $3,559,600 as their local match with additional local participation in the amount of $3,530,000 and all costs that exceed the total available funding per the **Revised Funding Table** below:

REVISED FUNDING TABLE

Fund Source (Agreement #)	**Federal Funds Amount**	**Reimbursement Rate**	**Non-Federal Match $**	**Non-Federal Match Rate**
BGDA (7966)	$2,014,496	80%	$503,624	20%
BGDA (13598	$12,223,904	80%	$3,055,976	20%
Subtotal	**$14,238,400**	80%	**$3,559,600**	20%
Additional Local Participation			$3,530,000	100%
Total Available Funding		**$21,328,000**		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total available funding, or $2,132,800 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then the remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all cost of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Available Funding.

4. PERIOD OF PERFORMANCE

The Municipality has until August 31, 2030, 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 Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

21. OTHER PROVISIONS

COUNTERPARTS AND ELECTRONIC SIGNATURES

- 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.

- 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 Agreements heretofore executed by the Department and the Municipality on 8/24/2018, and 5/22/2023 are 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.

(SEAL)

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

_____

(FINANCE OFFICER)

Federal Tax Identification Number

_____

Remittance Address:

Town of Holly Springs

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____

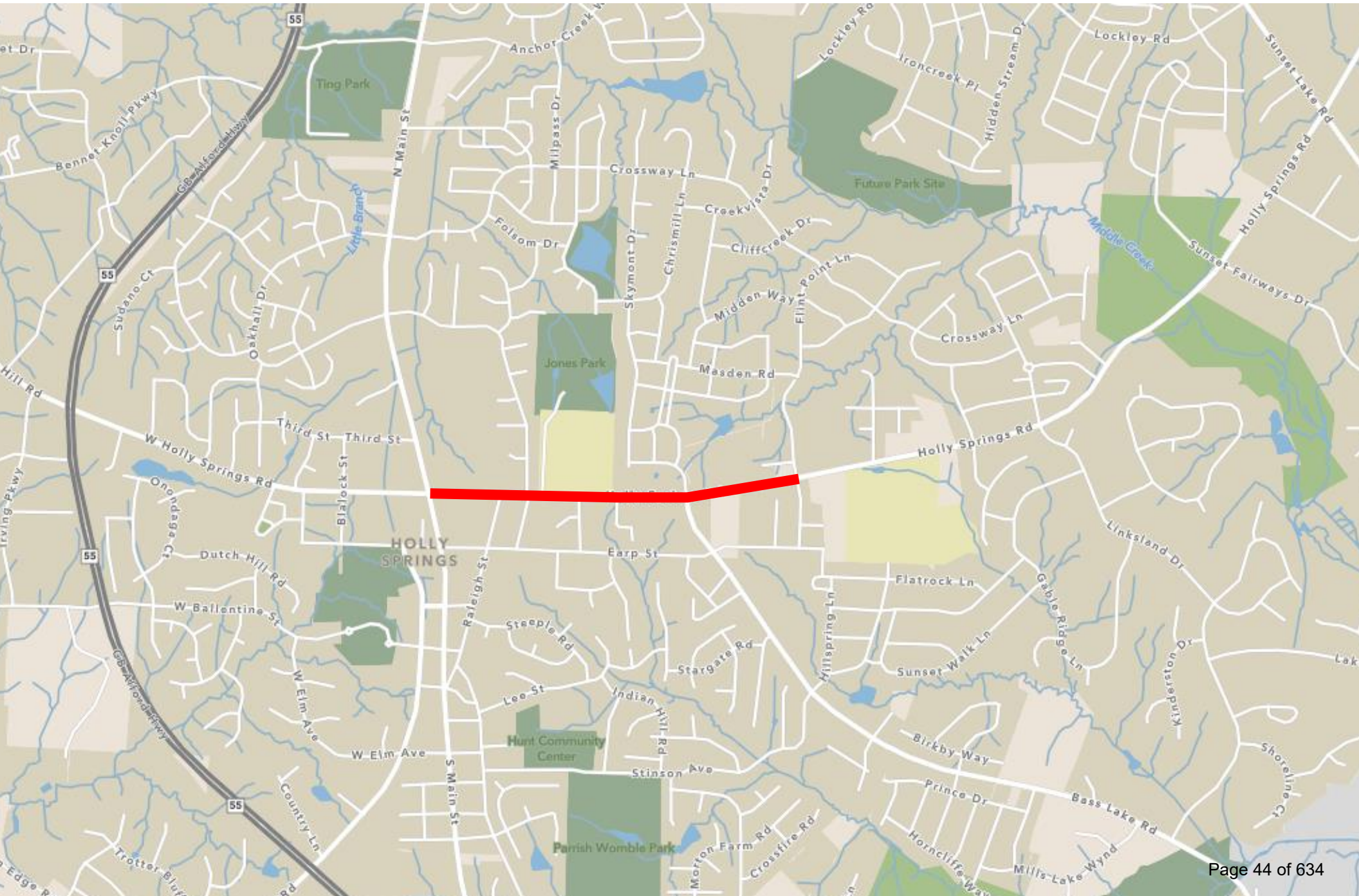
(CHIEF ENGINEER)

DATE: _____

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

Holly Springs Road(central) Widening

Main Street to Flint Point Lane



Summary of Ordinance Changes for July 21, 2026, Town Council

Note – Project ordinances appropriate financial sources for all projects within the project fund. These funds are managed through a long-term project ordinance, rather than an annual budget, ensuring funds are available for the entire life of the project.

Streets and Sidewalk Capital Project Ordinance

Current Ordinance Appropriation	**$88,088,703**
Additional CAMPO Grant Funds for Holly Springs Rd Central	$7,291,104
Street and Sidewalk Capital Project Ordinance (26-23)	**$95,379,807**

Ordinance No. 26-23
Date Submitted: July 21, 2026
Date Adopted: July 21, 2026

Street and Sidewalk Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION I: The project authorized by this ordinance consists of street and sidewalk projects.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION III: The following amounts are appropriated for the project funds effective July 21, 2026

Street and Sidewalk Project Fund	
Expenditures:	
Street and Sidewalk Projects	95,379,807
Total	**95,379,807**

SECTION IV: The following revenues are anticipated to be available to complete these projects:

Street and Sidewalk Project Fund	
Revenues:	
General Obligation Bond Proceeds	44,938,587
Intergovernmental / State Grants	35,953,702
Transfers In	12,906,087
Developer Contributions	777,384
Federal Grants	409,413
Other General Revenue Sources	394,634
Total	**95,379,807**

SECTION V: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION VI: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION VII: The Town Manager or designee is authorized to amend expenditures within the fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION VIII: Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

SECTION IX: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

The provisions of this ordinance shall become effective July 21, 2026, in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of July 2026.

Town of Holly Springs by

_____
Michael D. Kondratick, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda
Title: Amendment to Janitorial Contract to add Operations Campus
Strategic Priority Area: Organizational Excellence
Staff Resource: Paige Scott, Director, Public Works

Action(s):
Authorize the Town Manager to execute an amendment to the townwide janitorial contract with DeWhitt Facility Services, LLC (DeWhitt) to include the Operations Campus for an increase of $164,764.75; all other terms and conditions remain the same.

Explanation:

- In February 2026, Council authorized the Town Manager to execute a contract with DeWhitt for townwide janitorial services.
- The contract was executed on April 1, 2026, and includes Town Hall, Law Enforcement Center, Public Works, Utley Creek Reclamation Facility Administration Offices, Bass Lake Retreat and Visitors Center, Village Office Condos, Cultural Center and Library, and public restroom facilities at Bass Lake, Womble Baseball, Jones Park, and Veterans' Park.
- It was noted in the February agenda item that the contract would be amended to include Operations Campus when the facility is turned over.
- The scope of services includes day porter services and nightly janitorial services across both buildings at the Operations Campus.
- The start date of janitorial services at the operations campus is August 1, 2026, which aligns with the move-in of staff.

Background:

- Staff begins moving into the Operations Campus on August 3, 2026.
- DeWhitt provides janitorial services for other agencies with facilities of a similar size and use.
- The contract term is one year with two one-year optional renewal years for a maximum contract length of three years.
- Funding to cover the additional costs associated with the Operations Campus is included in the FY27 approved budget.

Funding Source(s):
Operating Budget - General Fund - Public Works

Attachment(s):
1. Contract Amendment - DeWhit Janitorial - Ops Campus



AMENDMENT TO MASTER SERVICES AGREEMENT BETWEEN TOWN OF HOLLY SPRINGS AND DEWHIT FACILITY SERVICES, LLC DATED 2/23/2026

NOW COME the parties to a Master Services Agreement, dated February 23, 2026 between the Town of Holly Springs and DeWhit Facility Services, LLC (hereinafter "Original Contract"), and agree to amend the Original Contract as follows:

1. On February 23, 2026, the parties entered a three-year Master Services Agreement for Town-wide janitorial services, which scope of work has not yet been completed and the parties desire to amend the Original Contract.

2. Commencing August 1, 2026, the parties agree to add the services detailed in **Exhibit A** to the Original Contract services. The section entitled "Payment" in the Original Contract is hereby modified to replace the Yearly Not to Exceed Totals with the following: The additional services for the Initial Year shall not exceed $164,764.75, for a total Not to Exceed of **$431,404.80** for Year One. The Second Term Not to Exceed shall be replaced with **$444,346.90**. The Third Term Not to Exceed Total shall be replaced with **$457,677.30**.

3. The revised scope of work/cost is attached to this Amendment as **Exhibit A.**

4. The remainder of the Original Contract which is not inconsistent with the amendments contained herein shall remain in full force and effect. A copy of the Original Contract is attached hereto as **Exhibit B**.

DATED: _____

[SIGNATURE PAGE FOLLOWS]

TOWN OF HOLLY SPRINGS:

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

CONTRACTOR:

Signature _____

Name:_____

Title: _____

WITNESS:

_____
Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVolld
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

_____
John Schifano, Town Attorney Date:

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

_____
Tina Stroupe, Director of Finance Date:

EXHIBIT A

COMMERCIAL CLEANING & PORTER SERVICES PROPOSAL

Prepared For: Town of Holly Springs Operations Campus

Service Schedule: Monday – Friday (5 Days per Week)

1. Investment Summary

Our all-inclusive rate covers all managed labor, supervision, comprehensive background checks, liability insurance, advanced equipment, and standard cleaning agents required to maintain your campus.

Billing Cycle	Investment Amount
Monthly Base Investment	$13,730.40
Annualized Contract Total	**$164,764.75**

2. Staffing Matrix & Labor Allocation

To ensure seamless operations and zero disruption to town employees, we have structured a two-tier staffing model split between daytime facility support and thorough nighttime cleaning.

Daytime Operations: Day Porter Services

- **Staffing:** 1 Part-Time Day Porter
- **Shift:** 4.5 hours per day, per porter
- **Schedule:** Monday – Friday (Daytime hours 8am -12:30pm)
- **Core Focus:** High-visibility upkeep, continuous disinfection of high-touch points (handles, rails, elevator buttons), restroom restocking, lobby maintenance, and immediate spill or incident response.

Nighttime Operations: Janitorial Cleaning

- **Staffing:** 4 Night Cleaners
- **Shift:** 4.5 hours per night, per cleaner
- **Schedule:** Monday – Friday (5:30pm-10pm)
- **Core Focus:** Detailed facility sanitization, dust mitigation weekly, comprehensive vacuuming weekly and mopping, thorough restroom cleaning, trash/recycling removal to designated dumpsters, and strict building security securing/alarming upon exit.

3. Scope of Services (Monday – Friday)

Daily Cleaning Tasks:

1. Empty waste and recycling receptacles, clean waste and recycling receptacles, and replace liners.
2. Move trash, waste, and recycling to a central location for removal.
3. Clean all surfaces to ensure they are free of dust, debris, fingerprints, spots, and spills.
4. Wipe ledges, handrails, and horizontal surfaces free of dust and debris.
5. Clean building entrance and exit glass to be free of streaks, fingerprints, dust, and debris.

6. Clean interior glass partitions, display cases, mirrors, and interior doors to be free of streaks, fingerprints, dust, and debris.
7. Sanitize, wash, and polish drinking fountains, sinks, and basins. Scour the mouthpiece, nozzle, and bowl of drinking fountains. Report leaks, clogs, or operational deficiencies to the Town representative.
8. Maintain areas free of dust, loose dirt, and debris.
9. Lactation Rooms – Clean, sanitize, dust, and wipe down furniture.
10. Sweep outside entrance and exit areas and stairs within 10' of the existing wall; clean entrance mats to remain free of dust, loose dirt, debris, and leaves.
11. Vacuum all hallways, conference rooms, and common areas.
12. Spot vacuum carpets in cubicles and offices.
13. Damp-wipe conference room tables and common hard surfaces.
14. Sweep and wet mop mud rooms
15. **Kitchens and Break Areas:**
    a. Empty trash
    b. Mop floors
    c. Dust
    d. Wipe down countertops, cabinets
    e. Wipe and clean sink and faucet
16. **Shower, Lockers, and Changing Areas:**
    a. Clean the entire shower area with germicidal detergent
    b. Remove encrustation, stains, scale, and deposits from fixtures
    c. Change shower liners twice a year
    d. Sweep floors and clean baseboards
    e. Empty and clean receptacles and change plastic liners
    f. Clean and polish dispensers, and partitions, floors, vents, ADA chair, and furniture.
17. **Restrooms:**
    a. Clean commodes, urinals, and lavatories with a germicidal detergent; remove encrustation, stains, scale, and deposits from fixtures, and replace deodorant tablets.
    b. Replace urinal screens monthly or as needed.
    c. Sweep floors and stairs and clean baseboards; damp mop resilient tile floors with a germicidal detergent; wet-mop ceramic tile floors with a germicidal detergent.
    d. Restock supplies.
    e. Empty and clean trash receptacles, change plastic liners, and remove bagged trash/garbage to the appropriate outdoor trash/garbage containers.
    f. Clean and polish dispensers, mirrors, partitions, doors, vents, shelves, and furniture.
    g. Polish stainless-steel fixtures, sinks, partitions, toilets, handrails, and drinking fountains with cleaner.
    h. Replace feminine napkin waste bags nightly.

Weekly Cleaning Tasks:

These tasks shall be completed by Thursday of each full work week.

1. Thoroughly dust blinds, windowsills, cobwebs, ceiling fans, and railings.
2. Machine buff all tile, concrete, and VCT with spray buff.
3. Spot clean scuff marks on walls and baseboards.
4. Vacuum all carpets throughout the entire facility.
5. Clean all glass doors and inside office windows.
6. Dust all HVAC vents, supply, and return.
7. Polish and buff any stainless-steel surfaces.
8. Dust and polish all conference/meeting room tables and chairs.
9. Dust and clean all HVAC vents, supplies, and returns
10. Flush all floor drains with water.
11. Sweep and damp mop stair landings and steps.
12.

Monthly Cleaning Tasks

1. **Elevators:**
    a. Vacuum the interior of all carpeted elevators.
    b. Sweep the interior of non-carpeted elevators.
    c. Wipe down interior and exterior panels, buttons, handrails, and doors with sanitizer; floor to ceiling.
    d. Shine and polish all stainless and aluminum surfaces; floor to ceiling.
2. **2nd Floor:**
    a. Spot clean surfaces, spot vacuum floor.

Quarterly Cleaning Tasks

1. **Kitchens:**
    a. Deep clean of refrigerators, microwaves, ovens, and dishwashers.

Additional Services:

These tasks will be completed semi-annually at a time and date scheduled with the Contract Manager.

1. Deep clean and polish the wall and floor tile in restrooms and hallways.
2. Strip and wax all VCT floors.
3. Shampooing of all carpeted areas.
4. Dust and clean all HVAC grills, supplies, and returns.
5. Entire facility glass cleaning—interior and exterior, as scheduled.
6. Warehouse floor cleaning and buffing.
7. Fitness equipment cleaning

4. Performance & Execution Guarantees

- **Dedicated Supervision:** An assigned Account Manager will conduct routine, documented quality-assurance audits to ensure performance consistently aligns with town expectations.
- **Vetted Staffing:** Every team member undergoes a rigorous screening process, including comprehensive criminal background checks and site-specific safety protocols.
- **Seamless Continuity:** Cross-trained backup personnel are kept on standby to ensure full staffing compliance every single shift, leaving no gaps in your coverage.

Authorization & Next Steps

To accept this proposal and initiate the onboarding, scheduling, and facility walkthrough processes, please sign and return this document.

Town of Holly Springs Representative:

Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT B

Docusign Envelope ID: AC6F6311-0374-46F3-893D-A25A55B50899

MASTER SERVICES AGREEMENT FOR

JANITORIAL SERVICES

THIS CONTRACT dated 2/23/2026 | 10:56 AM EST, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **DEWHIT FACILITY SERVICES, LLC**; (herein after called the "Contractor")

Town hereby desires to enter into a contract for ongoing 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" or "Scope of Work") as attached hereto and incorporated by reference. The Contractor agrees to employ such personnel as may be needed to perform the 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.

For contracts for construction on Town property in excess of $300,000.00 total, the Contractor shall provide a Payment and Performance Bond issued by a licensed North Carolina firm. Where subcontractors are employed for a substantial amount of work, the subcontractors must be approved by the Town. Failure of the Contractor to make payments on materials or to subcontractors shall be a material breach of this Agreement.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. The Contractor is responsible for the facility during the

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term(s) of the work. The Contract Manager is responsible for ensuring that all bidding requirements are met.

PAYMENT

As stated in **Exhibit B**, the Town shall pay the Contractor within thirty (30) days of receipt of itemized invoice(s) from the Contractor, according to the rates contained in **Exhibit B**. The initial term of this Contract **shall not exceed $266,640.00** annually (4/1/2026 to 5/31/27), without the prior written authorization of the Contract Manager. If the parties mutually agree to extend this Contract beyond the initial term, a 3% increase shall be applied to the annual total. If the parties agree to extend the Contract, the second term (4/1/2027 to 5/31/2028) annual total **shall not exceed $273,740.00** without the prior written authorization of the Contract Manager, and the third term (4/1/2028 to 5/31/2029) **shall not exceed $311,953.00** annually without the prior written authorization of the Contract Manager.

[For work authorizations exceeding $2,500.00, a Purchase Order is required from the Finance Department.] Invoices shall be e-mailed to accountspayable@hollyspringsnc.gov and to the Town's Contact, as follows:

Gregory Sponseller, Facilities Manager (Name*, Title)

Gregory.sponseller@hollyspringsnc.gov (e-mail)

*The parties intend that this Agreement remains in full force and effect in the event that there are personnel changes in the Town without the need to amend the Agreement. If the Contract Manager changes, the Town will notify the Contractor per Section 4 of this Agreement.

No liability of the Town is incurred without compliance with this Section.

TIME FOR RENDERING SERVICES

The initial term of this Contract is for one (1) year, commencing on April 1, 2026 and terminating on May 31, 2027, with the option for up to two (2) annual renewals. If the parties wish to extend this contract beyond the initial term, they shall notify the other in writing no less than sixty (60) days prior to the expiration of the initial term, or the second term, if applicable. If both parties agree to extend the contract, the second term shall commence April 1, 2027 and expire on May 31, 2028, and the third term shall commence on April 1, 2028 and expire on May 31, 2029.

This Contract is intended to cover ongoing maintenance and/or repair work on Town Property or other assets without the need for a separate contract for each servicing by the same Contractor. The regular daily and weekly cleaning services, along with any additional services, to be performed are detailed in **Exhibit A**.

GENERAL CONSIDERATIONS

CONTRACT FOR ONGOING MAINTENANCE AND REPAIR WORK

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1. Standards of Performance

1.1. The standard of care for all services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality.

1.2. 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.

1.3. Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Contract 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. If the scope of services requires the Contractor to be professionally licensed, Contractor shall at all times remain licensed. If in the event of any action of any administrative agency regarding the licensee's status or any investigation thereto, Contractor shall immediately inform the Town.

1.4. 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 by the other party brought forth. Contractor is familiar with the property and its condition.

2. Termination

2.1. The mutual obligations of the Parties contained in this Contract may be terminated:

2.1.1. For cause by either party upon 30 days written notice, providing an opportunity to cure, in the event of a failure by the other party, which remains uncured, to perform in accordance with the terms hereof.

2.1.2 Upon Mutual Agreement.

3. Controlling Law

3.1. This Contract is to be governed by the law of the State of North Carolina.

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 Contract 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. Town Contact:

Gergory Sponseller, Facilities Manager (Name, Title)

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Public Works	(Department)
P.O. Box 8	
Holly Springs, NC 27540	
(919) 577-3220	(Phone)
Gregory.sponseller@hollyspringsnc.gov	(e-Mail)

For the Contractor:

Charles Epps, President	(Name, Title)
DeWhit Facility Services, LLC	(Company)
3500 Westgate Drive, Suite 703	(Address)
Durham, NC 27707-2540	
(919) 251-6187	(Phone)
cepps@dewhit.com	(e-Mail)

5. Severability

5.1. Any provision or part of the Contract 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 Contract 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 Contract.

7. Attorney's Fees

7.1. In the event of a breach of this Contract, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Contract.

8. Insurance & Indemnification Requirement

8.1 Contractor shall provide annually, and upon any change in coverage, general liability insurance, or self-insured coverage, for a minimum of $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and an umbrella policy of at least $5,000,000 for the complete term of the Contract. Additionally, the Contractor shall supply Worker's Compensation insurance coverage to all employees within the statutory limits. 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

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the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and the Contractor performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

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 Prohibition Against Sex Offenders.

10.1 Contractor is being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Contractor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or contractor of the Contractor to access any area of the Facility. Contractor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, contractor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Contractor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Contractor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Contractor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

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.

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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. Non-Appropriations.

13.1 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.

14. Full Agreement.

14.1. 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.

15. Exhibits.

The following Exhibits are attached hereto and incorporated by reference:

Docusign Envelope ID: AC6F6311-0374-46F3-893D-A25A55B50899

Exhibit A: Scope of Work/Proposal

Exhibit B: Contractors Rates, Services and Price List*

Exhibit C: Certificate of Insurance

Exhibit D: eVerify Affidavit

*****Must include an itemized list of services with costs, including all labor charges and hourly rates, and costs of materials. This Exhibit may only be updated per the terms contained above in the Payment Section.

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

Signed by:
BY: Randy Harrington
55CE97F2A384442...
Randy J. Harrington, Town Manager
Date: 3/3/2026 | 11:32 AM EST

CONTRACTOR:

DocuSigned by:
Signature Charles Epps
F12F744769D645C...
Name: Charles Epps
Title: President

WITNESS:

DocuSigned by:
Linda McKinney
10AFC5DA5A02484...
Linda McKinney, Town Clerk
Date: 3/3/2026 | 12:13 PM EST

Signed by:
Contract Manager: Gregory Sponseller Date: 2/23/2026 | 11:02 AM EST
Gregory Sponseller
8194B2814C354D4...

DocuSigned by:
Purchasing Manager: Brettany DeVolld Brettany DeVolld
Date: 3/2/2026 | 6:14 PM EST
7B3C182CCEFD464...

Purchase Order No.: ISSUED FISCALLY (if applicable)

Approved as to form:

DocuSigned by:
John Schifano
AF4587B54949401...
John Schifano, Town Attorney Date: 2/26/2026 | 2:50 PM EST

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

Signed by:
Tina Stroupe
0BF68FA185164FD...
Tina Stroupe, Director of Finance Date: 3/3/2026 | 8:24 AM EST

Docusign Envelope ID: AC6F6311-0374-46F3-893D-A25A55B50899

Exhibit A

Scope of Master Services Agreement: The Town and **DeWhit Facility Services, LLC** enter into this Master Agreement for the expedient engagement of services and procurement relating to:

Town-wide janitorial services, as detailed further below.

*The Contractor shall not perform any work without prior written authorization from the Town, as described further on page 2 of the Agreement under the section entitled “Payment”.

Docusign Envelope ID: AC6F6311-0374-46F3-893D-A25A55B50899

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
REQUEST FOR PROPOSALS

RFP# 2025-0613 Town Facilities Janitorial Services

Issue Date: August 1, 2025
Due Date: August 28, 2025 by 2:00 PM

I. ~~PURPOSE~~

~~The Town of Holly Springs is seeking proposals for comprehensive professional janitorial services at designated Town facilities. Services include, but are not limited to, cleaning of town facilities, offices, training rooms, conference rooms, breakrooms, restrooms, showers, lockers, gyms, kitchen areas, hallways, elevators, stairwells, common areas, and park restrooms.~~

~~Holly Springs prides itself on its high quality of life, exceptional services, and clean, well-maintained environment. Maintaining this standard requires a professional cleaning company that can ensure the health, safety, and well-being of the community. Cleanliness impacts not just aesthetics, but also residents' health, economic growth, and public trust.~~

II. SCOPE OF WORK

The Service Provider shall provide the following janitorial services at all locations and per the schedule identified in **Attachment A**.

Daily Cleaning Tasks:

1. Empty waste and recycling receptacles, clean waste and recycling receptacles, and replace liners.
2. Move trash, waste, and recycling to a central location for removal.
3. Clean all surfaces to ensure they are free of dust, debris, fingerprints, spots, and spills.
4. Wipe ledges, handrails, and horizontal surfaces free of dust and debris.
5. Clean building entrance and exit glass to be free of streaks, fingerprints, dust, and debris.
6. Clean interior glass partitions, display cases, mirrors, and interior doors to be free of streaks, fingerprints, dust, and debris.
7. Sanitize, wash, and polish drinking fountains, sinks, and basins. Scour the mouthpiece, nozzle, and bowl of drinking fountains. Report leaks, clogs, or operational deficiencies to the Town representative.
8. Sanitize and clean portable drinking units (water coolers) and fixtures - use sanitizing wipes every day.
9. Sweep and damp mop stair landings and steps.
10. Maintain areas free of dust, loose dirt, and debris.
11. Lactation Rooms – Clean, sanitize, dust, and wipe down furniture.
12. Sweep outside entrance and exit areas and stairs within 10’ of the existing wall; clean entrance mats to remain free of dust, loose dirt, debris, and leaves.
13. Vacuum all hallways, conference rooms, and common areas.
14. Spot vacuum carpets in cubicles and offices.
15. Kitchens:
    a. Empty trash
    b. Mop floors

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c. Dust
d. Wipe down countertops and cabinets

16. Elevators:

a. Vacuum the interior of all carpeted elevators.
b. Sweep the interior of non-carpeted elevators.
c. Wipe down interior and exterior panels, buttons, handrails, and doors with sanitizer; floor to ceiling.
d. Shine and polish all stainless and aluminum surfaces; floor to ceiling.

17. Shower, Lockers, and Changing Areas (at LEC only):

a. Clean the entire shower area with germicidal detergent
b. Remove encrustation, stains, scale, and deposits from fixtures
c. Change shower liners twice a year
d. Sweep floors and clean baseboards
e. Empty and clean receptacles and change plastic liners
f. Clean and polish dispensers, and partitions, floors, vents, ADA chair, and furniture.

18. Restrooms:

a. Clean commodes, urinals, and lavatories with a germicidal detergent; remove encrustation, stains, scale, and deposits from fixtures, and replace deodorant tablets.
b. Replace urinal screens monthly or as needed.
c. Sweep floors and stairs and clean baseboards; damp mop resilient tile floors with a germicidal detergent; wet-mop ceramic tile floors with a germicidal detergent.
d. Restock supplies.
e. Empty and clean trash receptacles, change plastic liners, and remove bagged trash/garbage to the appropriate outdoor trash/garbage containers.
f. Clean and polish dispensers, mirrors, partitions, doors, vents, shelves, and furniture.
g. Polish stainless-steel fixtures, sinks, partitions, toilets, handrails, and drinking fountains with cleaner.
h. Replace feminine napkin waste bags nightly.

Weekly Cleaning Tasks:

These tasks shall be completed by Thursday of each full work week.

1. Thoroughly dust blinds, windowsills, cobwebs, ceiling fans, and railings.
2. Machine buff all tile and VCT with spray buff, including marble floors.
    a. *Locations: Town Hall, LEC, Water Treatment Plant, and Library & Cultural Center*
3. Spot clean scuff marks on walls and baseboards.
4. Vacuum all carpets throughout the entire facility.
5. Clean all glass doors and inside office windows.
6. Dust all HVAC vents, supply, and return.
7. Polish all the fine wood surfaces where applicable.
    a. *Locations: Fine wood includes the Town Hall, LEC, and wood desks and furniture at all facilities.*

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8. Polish and buff any stainless-steel surfaces.
9. Dust and polish all conference/meeting room tables and chairs.
10. Dust and clean all HVAC vents, supplies, and returns
11. Flush all floor drains with water.

Day Porter Services:

This is a required daily service, Monday through Friday from 8:00 AM to 12:00 PM.

1. The Day Porter (assumed as a single employee) shall report in daily via phone by calling the Town Representative to receive any feedback or input on cleaning standards and shall leave a voice message if the Town Representative is unavailable to ensure consistent communication.
2. The Day Porter shall primarily focus on touch -ups and restocking at Town Hall, Cultural Center, Bass Lake Visitor Complex, and the LEC.
3. Additionally, tasks may include checking the status of the park restrooms, restocking, and cleaning as necessary.
4. The Town Representative may call upon the Day Porter to handle emergency service requests.
5. These requirements are mandatory, and non-compliance may result in termination of this contract.

Additional Services:

These tasks will be completed semi-annually at a time and date scheduled with the Contract Manager.

1. Deep clean and polish the wall and floor tile in restrooms and hallways.
2. Strip and wax all VCT floors.
3. Shampooing of all carpeted areas.
    a. *Location: Public Works, Town Hall, LEC, VOC, Water Treatment Plant, Library & Cultural Center.*
4. Dust and clean all HVAC grills, supplies, and returns.
5. Entire facility glass cleaning—interior and exterior, as scheduled.

III. General Requirements

A. Contract Time

The work under this contract will begin on **April 1, 2026** through **March 31, 2027** with the option to renew annual for 2 additional terms.

B. Standards.

Facilities included in this scope of services shall be maintained at a high standard and consistent level of cleanliness: free of dust, dirt, odors, stains, discoloration, deposits, and any other foreign material.

The Service Provider shall immediately notify the Town Representative of vandalism, damages, defects, leaks, power outages, graffiti, or any other problems with Town facilities that require

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immediate corrective action. All damage and routine wear and tear must be reported immediately to the Contract Manager.

C. Materials.

The Town will provide electricity, water, paper products, hand soap, shower curtains, urinal screens, urinal mats, feminine waste bags, and trash bags for the Service Provider to perform janitorial services.

The Service Provider shall furnish all equipment, tools, and consumable materials required to perform the janitorial services outlined in this contract. This includes, but is not limited to, commercial-grade cleaning agents, disinfectants, waxes, floor polishes, and quiet-operating, HEPA-filter-equipped vacuum cleaners suitable for use in occupied public spaces. The Service Provider must implement and enforce a cleaning protocol that adheres to industry best practices for sanitation and infection control, especially in high-traffic or sensitive areas. For example, to maintain sanitary conditions and prevent cross-contamination, cleaning cloths must be distinctly color-coded and designated for specific surfaces (e.g., sinks, toilets, general surfaces). Under no circumstances shall cloths be used for restroom fixtures, such as toilets or urinals, and be reused on other surfaces.

All cleaning supplies, materials, and equipment used under this contract must be of high commercial quality, appropriate for their intended use, and capable of delivering the level of cleanliness and consistency required by this scope of services. All cleaning methods must meet industry standards for safety and effectiveness, particularly in high-traffic areas, and must not cause damage to Town facilities. The Town reserves the right to prohibit the use of any products, materials, or equipment that pose a risk to property, employees, or the public.

D. Inspection/Reports/Logs/Schedules.

1. The Service Provider shall acknowledge receipt of Town keys on a memorandum receipt form furnished by the Town Representative. All such keys shall remain the property of the Town and shall be promptly returned to the Town Representative at the end or termination of this contract. In the event of a lost key, the Service Provider is to notify the Town immediately.

2. A daily “Work Sign-in/Sign-out log” shall be provided by the Service Provider at all locations. The Service Provider’s employees shall sign in and sign out on each workday. Work logs shall be kept in the janitorial closet at each location and include the technician's name, date, and start and end times of cleaning.

3. The Service Provider shall provide a detailed cleaning checklist for each facility and work schedule to include cleaning routes by location at the kickoff meeting.

E. General Information

1. The Service Provider shall deliver comprehensive janitorial services at all designated Town of Holly Springs facilities.

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2. The Town will provide storage space for janitorial supplies at various locations. The Town shall not receive janitorial shipments from the Service Provider's supply vendors.
3. The Service Provider shall maintain site safety and security for public areas at all times.
4. While working on Town property, the Service Provider's employees shall wear uniforms with the appropriate company name and logo. Service Provider employees shall wear Town-issued badges at all times during work performance. The Service Provider shall ensure that employees maintain a professional demeanor at all times while working in town facilities.
5. The Service Provider shall refrain from other commercial or political activity while performing janitorial services at Town Facilities.

F. Safety Requirements

Service Provider shall abide by all local, state, federal, OSHA, and Town safety codes, policies, and procedures. The Service Provider will be responsible for fines incurred if not in compliance with all the above regulations. Before the start of work, the Service Provider shall post temporary signs and provide barricades to safely protect the public and Town employees. The Service Provider shall remove all signs and barricades after the service.

G. Damages/Deductions.

The Service Provider shall repair, replace, and/or restore to its original condition any lost, misplaced, or damaged Town property caused by the Service Provider's operations at no additional cost to the Town. The Service Provider shall notify the Town Representative of damage immediately preceding the incident.

The primary objective in handling contractor damages shall be the timely and competent repair of property to conditions as close to pre-existing conditions as possible. All repairs shall be approved by the Town Representative and performed without charge to the Town.

In cases where repair is not possible or pre-existing conditions cannot be reasonably attained, the Town retains the right to assess damages by appropriate methods and to charge the value of those damages back to the contractor.

The Service Provider shall not be responsible for damages that are not attributable to the Contractor, such as vandalism or acts of God.

The Town representative will routinely inspect the Service Provider's work. In cases where work is not completed to agreed upon standards, the Town will communicate the deficiency and the Service Provider will have reasonable time, not to exceed 4 hours, for correction. If corrective action fails, the Town retains the right to self-correct unacceptable work performed by the Service Provider and to deduct associated costs from the preceding monthly invoice.

The Town Representative is the final authority on the quality of the Service Provider's work.

H. Service and Response Time.

The Service Provider shall provide a single point of contact to respond to all service calls. The Service Provider's point of contact shall have the authority to dispatch staff to meet the following response times:

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Schedule Services: All scheduled services shall be performed as indicated in Attachment A. The Service Provider shall have an answering service, cell phone, or office personnel available to receive service calls.

Task Authorizations – As Needed Janitorial Services: As-needed janitorial services shall only be undertaken by the Service Provider upon issuance of a Task Authorization for said services. The Service Provider shall not perform services until the Town Representative provides written authorization for said services.

I. Submittals.

Safety Data Sheets (SDS) - The Service Provider shall furnish a copy of the SDS for all chemicals used on Town properties. All chemicals, bottles, and supplies used for janitorial cleaning shall be properly labeled in their original container.

The Service Provider shall submit to the Town Representative a list of employees that will require a Town badge under this contract. The Service Provider will promptly update the Town representative of any changes to this list.

J. Security Background Check and Badging.

The Service Provider shall conduct criminal background checks on all employees and subcontractors working at the direction of the Service Provider in this contract and shall exclude any employees from working in any Town facility that:

1. had a conviction of a felony within the past 10 years.
2. has a conviction in the past 10 years of any violent crime.
3. crime involving theft or dishonesty or is currently a registered sex offender.

Additional Requirements, Cultural Center:

Service Provider employees providing janitorial services at the Holly Springs Library and Cultural Center must complete the following:

1. Wake County's prescreen form: Gerald Baker form.
2. Wake County's ID/badge request form.
3. Provide a clear copy of their social security card and driver's license.
4. The current address must match the driver's license.
5. Staff must pass a recent background check to continue service.
6. Upon passing, the badge photo must be a headshot from the waist up in JPEG format.

Additional Requirements, Law Enforcement Center:

Service Provider employees assigned to work at the Holly Springs Police Department (HSPD) Law Enforcement Center (LEC) must complete the following:

1. Provide two (2) copies of fingerprints.
2. Pass a thorough HPSD background check.
3. Must provide a current copy of driver's license.
4. Must provide a Social Security card.

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5. Must provide a headshot photo from the waist up.

   NOTE: The HSPD will not conduct fingerprinting. Fingerprints are to be obtained at the Wake County Sheriff's Department, CCBI Unit. The Town reserves the right to deny any Service Provider's employees access to all facilities, the HSPD, at the Chief of Police's discretion.

K. Licensing and Certification.

Other than state or federally required business licensing, there are no additional Town required licenses. Below is a list of suggested/advantageous licenses:

CIMS – Cleaning Industry Management Standard
IICRC – Institute of Inspection Cleaning and Restoration Certification

Attachment A

Facility Name	Address	Day Porter	Daily Cleaning & Weekly Cleaning Services		Sqft	RR	Sinks	Toilets	Urnals	BR	Carpet	VTC LVT Tile	Stories	Windows	Exterior Trash
Abbreviations: Break Room (BR), Center (Ctr), Rest Room (RR)		M-F 8 AM - 12 PM	Day of Week	Cleaning HRs											
Bass Lake, Park	900 Bass Lake Rd.														
1. Bass Lake, Visitor's Ctr	900 Bass Lake Rd.	X	M-F, Sat- Sun	5:30 PM- 8 AM	800	2	5	3	2	1	No	Ceramic Hardwood	1	4	Yes (1)
2. Bass Lake, Multi-Purpose Room	900 Bass Lake Rd.	X	M-F, Sat- Sun	5:30 PM- 8 AM	800	2	3	2	1	1	No	Ceramic	1	10	No
3. Bass Lake, Picnic Shelter	900 Bass Lake Rd.		M-F, Sat- Sun	8:30 AM- 1:30 PM	650	2	2	3	1	0	No	Concrete	1	0	No
Cultural Center & Library	300 W. Ballentine St.	X	M- Thurs: 9 PM - 8 AM F- Sat: 6 PM - 8 AM Sun: 5 PM - 8 AM		19,939	5	10	8	4	2	No	Carpet Terrazzo Tile	1	~50 +/-	Yes (4)
Holly Grove Module (RR)	1401 Avent Ferry Rd.		M-F, Sat- Sun	8:30 AM- 1:30 PM	300	2	4	3	2	0	No	Epoxy Wood	1	0	No
Jones park (RR)	405 School Day Ln.		M-F, Sat- Sun	8:30 AM- 1:30 PM	648	2	2	4	2	0	No	Epoxy Concrete	1	0	No
Law Enforcement Ctr	750 Holly Springs Rd.	X	M-F, Sat- Sun	5:30 PM- 8 AM	26,593	10	14	12	3	4	Yes	Carpet Ceramic	2	~100 +/-	Yes (6)
Public Works Department	101 Thomas Mill Rd.		M- F	5:30 PM- 8 AM	2,856	3	5	3	2	1	Yes	LVT	1	13	Yes (2)
Sugg Farm, Dog Park (RR)	2104 Grisby Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	600	2	4	5	2	0	No	Concrete (bare)	1	0	Yes (2)
** Town Hall	128 S. Main St.	X	M- F	5:30 PM- 8 AM	28,247	6	13	10	4	2	Yes	Carpet Ceramic Marble	2	70	No
Water Waste Treatment Plant	150 Treatment Plant Rd.														
1. Administration Bldg.	150 Treatment Plant Rd.		M- F	5:30 PM- 8 AM	2,800	2	3	2	1	1	No	VCT	1	16	No
2. Maintenance Shop, Offices	150 Treatment Plant Rd.		M- F	5:30 PM- 8 AM	440	1	1	1	0	1	No	LVT Tile	1	2	No
Womble Park	340 Stinson Ave.														
1. Womble Park, Tennis Pavilion (RR)	340 Stinson Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	681	2	2	3	1	0	No	Concrete (bare)	1	0	No
2. Womble Park, Playground Pavilion (RR)	340 Stinson Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	670	2	2	3	1	0	No	Epoxy Concrete	1	0	No
3. Womble Park, Score Tower (Baseball)	340 Stinson Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	600	4	4	6	4	0	No	Epoxy Concrete	1	0	No
Veterans Park (RR)	600 Bikram Dr.		M-F, Sat- Sun	8:30 AM- 1:30 PM	650	2	2	3	1	0	No	Epoxy Concrete	1	0	No
Village Office Condos (VOC)	376 & 378 Raleigh St.		M- F	5:30 PM- 8 AM	1,500	2	4	2	0	2	No	Carpet Linoleum	2	16	No

****Special Note on Council Chambers located in Town Hall**: This room is utilized for high-profile meetings several times a week after normal business hours and is unavailable for cleaning during those times. The janitorial services must occur after 10 p.m. on those evenings. The Day Porter will ensure every weekday morning, before 9 a.m., that this room has been cleaned; and if not, the Day Porter will perform the necessary cleaning services that morning. Janitorial services occurring in all other Town Hall areas should avoid disturbing ongoing meetings.

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EXHIBIT B

Contractor's Rates and Service Costs:

Attached: __X____

Link to Rates/Costs: _____

Docusign Envelope ID: AC6F6311-0374-46F3-893D-A25A55B50899

Facility Name	Address	Day Porter	Daily Cleaning & Weekly Cleaning Services		Monthly Cost
Abbreviations: Break Room (BR), Center (Ctr), Rest Room (RR)		M-F 8 AM - 12 PM	Day of Week	Cleaning HRs	
Bass Lake, Park	900 Bass Lake Rd.				$499.10
1. Bass Lake, Visitor's Ctr	900 Bass Lake Rd.	X	M-F, Sat- Sun	5:30 PM- 8 AM	
2. Bass Lake, Multi-Purpose Room	900 Bass Lake Rd.	X	M-F, Sat- Sun	5:30 PM- 8 AM	
3. Bass Lake, Picnic Shelter	900 Bass Lake Rd.		M-F, Sat- Sun	8:30 AM- 1:30 PM	
Cultural Center & Library	300 W. Ballentine St.	X	M- Thurs: F- Sat: Sun:	9 PM - 8 AM 6 PM - 8 AM 5 PM - 8 AM	$4,422.93
Holly Grove Module (RR)	1401 Avent Ferry Rd.		M-F, Sat- Sun	8:30 AM- 1:30 PM	$93.00
Jones park (RR)	405 School Day Ln.		M-F, Sat- Sun	8:30 AM- 1:30 PM	$143.74
Law Enforcement Ctr	750 Holly Springs Rd.	X	M-F, Sat- Sun	5:30 PM- 8 AM	$5,898.95
Public Works Department	101 Thomas Mill Rd.		M- F	5:30 PM- 8 AM	$633.53
Sugg Farm, Dog Park (RR)	2104 Grisby Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	$133.09
** Town Hall	128 S. Main St.	X	M- F	5:30 PM- 8 AM	$6,265.84
Water Waste Treatment Plant	150 Treatment Plant Rd.				$718.71
1. Administration Bldg.	150 Treatment Plant Rd.		M- F	5:30 PM- 8 AM	
2. Maintenance Shop, Offices	150 Treatment Plant Rd.		M- F	5:30 PM- 8 AM	
Womble Park	340 Stinson Ave.				$432.78
1. Womble Park, Tennis Pavilion (RR)	340 Stinson Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	
2. Womble Park, Playground Pavilion (RR)	340 Stinson Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	
3. Womble Park, Score Tower (Baseball)	340 Stinson Ave.		M-F, Sat- Sun	8:30 AM- 1:30 PM	
Veterans Park (RR)	600 Bikram Dr.		M-F, Sat- Sun	8:30 AM- 1:30 PM	$144.19
Village Office Condos (VOC)	376 & 378 Raleigh St.		M- F	5:30 PM- 8 AM	$332.73

REQUIRED FORM 1 (CONTINUED)

Additional Services: **Requires Issuance of Written Task Authorization.*

DESCRIPTION OF SERVICES	***Minimum Dollar Threshold***	***Unit of Measure***	***Rate***
Deep clean and polish the wall and floor tile in restrooms and hallways	***$300.00***	*Sq Ft*	***$.20***
Strip and wax VCT floors	***$300.00***	***Sq Ft***	***$.52***

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Carpet Shampooing	$300.00	Sq Ft	***$.25***
Exterior & Interior Glass Cleaning	$700.00	Sq FT	***$12,446.25***

Additional Terms: The contract will be renewed annually for a maximum contract length of three (3) years. Vendors should indicate the percentage the contract total will increase in the space provided below (put zero if no increase will occur).

TERM 2: April **1, 202**7 – March **31, 202**8 **____3_____ % percentage of contract increase**
(enter zero if none)

TERM 3: April **1, 202**8 – March **31, 202**9 **____3_____ % percentage of contract increase**
(enter zero if none)

ADDITIONAL FEES/COSTS: List all additional costs your company may charge. If a cost is not included in this section or form, it will not be accepted or paid by the Town.

____Annual cost $17,800.01 if we need to add a cleaners **NOTE: this cost shall require a Modification of the Contract.**

_____

_____

_____

_____

_____

EXCEPTIONS: List any exceptions to the specifications set forth in this solicitation. By submitting a proposal, the lender agrees to the specifications set forth in this solicitation, with the exception of the following:

_____

_____

_____

_____

_____

_____

_____

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EXHIBIT C

_____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

____X____ **Certificate of Insurance attached**

COI Expires: 2/3/2027

Client#: 2172028 20DEWHIFAC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, a MMA LLC Company
4309 Emperor Blvd, Suite 300
Durham, NC 27703
919 281-4500

CONTACT NAME: Tammy McClure
PHONE (A/C, No, Ext): 919 281-4500 **FAX (A/C, No):** 8887468761
E-MAIL ADDRESS: tammy.mcclure@marshmma

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Sentry Insurance A Mutual Company	24988
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DeWhit Facility Services, LLC
3500 Westgate Drive Suite 703
Durham, NC 27707-2540

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			A0164947004	02/03/2026	02/03/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			A0164947001	02/03/2026	02/03/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A0164947005	02/03/2026	02/03/2027	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Employee Theft			22TP02919662	02/03/2026	02/03/2027	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Town of Holly Springs
128 F Main st
PO Box 8
Holly Springs, NC 27540

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, Charles Epps (the individual attesting below), being duly authorized by and on behalf of **DeWhit Facility Services, LLC** (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES X, or

b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This date: 2/23/2026 | 10:56 AM EST

Signature of Affiant: DocuSigned by: Charles Epps F12FZ44769D645C...

Print or Type Name: Charles Epps

Docusign Envelope ID: AC6F6311-0374-46F3-893D-A25A55B50899

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

Consent Agenda
Title: Janitorial Services at Town Facilities and Public Restrooms
Strategic Priority Area: Organizational Excellence
Staff Resource: Paige Scott, Director, Public Works

Action(s):
Authorize the Town Manager to execute a one-year contract with two, one-year optional renewal years for a maximum contract length of three years with DeWhitt Facility Services, LLC (Dewhitt) for janitorial, day porter, and as-needed custodial services related to town facilities and public restrooms, not to exceed $266,640 for the first term with a 3% increase for each subsequent term, if extended by the Town.

Approved

Explanation:

- In August 2025, the Town issued a Request for Proposal (RFP) for janitorial services, as the current contractor's service agreement expires on October 31, 2025.
- Twenty-five (25) companies participated in the solicitation's mandatory facilities tour; fifteen (15) companies submitted proposals; four companies were selected as finalists and were interviewed by the review committee.
- A recommendation was made to Council at the January 20th business meeting and Council authorized the approval of the janitorial contract with MIJACO, Inc (dba Environment Control Triangle (ECT)). At the contract kickoff meeting with the selected vendor, the company stated they were unable to meet the performance expectations as required by the Town, declined to sign the contract, but agreed to a 60-day extension to provide transition to a new company. As a result, staff negotiated with the next qualified vendor DeWhitt.
- DeWhitt was among the top qualified firms based on the solicitation's evaluation process: (1) Qualifications and Experience, (2) Completeness and Quality of the entire Proposal Submission, (3) Cost Effectiveness and Value.
- DeWhitt provides comparable services for universities and large public and private facilities, including: (1) NC State Centennial Campus, (2) Greenville Technical College Center for Manufacturing, (3) Lockheed Martin, (4) Durham County Government, with over 40 years of experience specializing in high-profile, public buildings.
- DeWhitt stated that the resources required to start the Town's janitorial cleaning service on April 1, 2026, are readily available.
- As future facilities come online (Operations Campus), they will be incorporated into this contract for janitorial services.

Background:

- In FY 21, staff consolidated Town janitorial service under one contract as multiple

Docusign Envelope ID: AC6F6311-0374-46F3-893D-A25A55B50899

contracts managed by different departments were set to expire.
- The contract encompasses the following facilities: Town Hall, Law Enforcement Center, Public Works, Utley Creek Reclamation Facility Administration Offices, Bass Lake Retreat and Visitors Center, Village Office Condos, Cultural Center and Library and public restroom facilities as Bass Lake, Womble Playground, Womble Baseball, Jones Park, and Veteran's Park.

Funding Source(s):

Operating Budget - General Fund- Public Works

Attachment(s):

1. Contract for MASTER SERVICES AGREEMENT- DeWhit Facility Services

Certificate Of Completion

Envelope Id: AC6F6311-0374-46F3-893D-A25A55B50899
Status: Completed
Subject: Complete with Docusign: Contract for MASTER SERVICES AGREEMENT- DeWhit Facility Services.pdf, T...
Source Envelope:
Document Pages: 25
Signatures: 8
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Lindsay Goldstein
PO Box 8
Holly Springs, NC 27540
Lindsay.Goldstein@hollyspringsnc.gov
IP Address: 204.84.166.2

Record Tracking

Status: Original
2/18/2026 1:01:21 PM
Holder: Lindsay Goldstein
Lindsay.Goldstein@hollyspringsnc.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Charles Epps cepps@dewhit.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Charles Epps F12F744769D645C... Signature Adoption: Pre-selected Style Using IP Address: 75.189.195.198	Sent: 2/18/2026 1:23:08 PM Resent: 2/20/2026 8:21:41 AM Viewed: 2/23/2026 10:55:04 AM Signed: 2/23/2026 10:56:51 AM
Electronic Record and Signature Disclosure: Accepted: 2/23/2026 10:55:04 AM ID: b7a6ec0a-5bf4-46c6-bb22-5f9084d9aba3 Company Name: Town of Holly Springs		
Gregory Sponseller gregory.sponseller@hollyspringsnc.gov Town of Holly Springs Security Level: Email, Account Authentication (None)	Signed by: Gregory Sponseller 8194B2814C354D4... Signature Adoption: Pre-selected Style Using IP Address: 204.84.166.2	Sent: 2/23/2026 10:56:54 AM Viewed: 2/23/2026 11:02:17 AM Signed: 2/23/2026 11:02:40 AM
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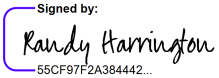
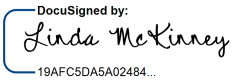
John Schifano john.schifano@hollyspringsnc.gov Town Attorney Town of Holly Springs Security Level: Email, Account Authentication (None)	DocuSigned by: John Schifano AF4587B51949401... Signature Adoption: Pre-selected Style Using IP Address: 204.84.166.2	Sent: 2/23/2026 11:02:42 AM Resent: 2/24/2026 9:19:41 AM Resent: 2/25/2026 9:35:25 AM Viewed: 2/26/2026 8:44:01 AM Signed: 2/26/2026 2:50:58 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Brettany DeVolld brettany.devolld@hollyspringsnc.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Brettany DeVolld 7B3C182CCEFD464... Signature Adoption: Pre-selected Style Using IP Address: 173.42.74.66	Sent: 2/26/2026 2:51:01 PM Resent: 2/27/2026 8:58:39 AM Viewed: 2/27/2026 6:32:38 PM Signed: 3/2/2026 6:14:06 PM
Electronic Record and Signature Disclosure: Accepted: 11/30/2023 9:01:55 AM ID: 50c4ad44-2efb-4783-9c67-a4664b110b9b Company Name: Carahsoft OBO Town of Holly Springs		

Signer Events	Signature	Timestamp
Tina Stroupe tina.stroupe@hollyspringsnc.gov Finance Director Town of Holly Springs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  0BF68FA185164FD... Signature Adoption: Pre-selected Style Using IP Address: 204.84.166.2	Sent: 3/2/2026 6:14:09 PM Viewed: 3/3/2026 8:23:57 AM Signed: 3/3/2026 8:24:02 AM
Randy Harrington randy.harrington@hollyspringsnc.gov Town Manager Town of Holly Springs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/3/2026 11:37:04 AM ID: 78adf567-6b76-49c2-acfe-f163bb750c96 Company Name: Town of Holly Springs	Signed by:  55CF97F2A384442... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:6ea3::7 Signed using mobile	Sent: 3/3/2026 8:24:05 AM Resent: 3/3/2026 10:39:40 AM Viewed: 3/3/2026 11:32:26 AM Signed: 3/3/2026 11:32:56 AM
Linda McKinney linda.mckinney@hollyspringsnc.gov Town Clerk Carahsoft OBO Town of Holly Springs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  19AFC5DA5A02484... Signature Adoption: Pre-selected Style Using IP Address: 204.84.166.2	Sent: 3/3/2026 11:32:59 AM Viewed: 3/3/2026 12:13:40 PM Signed: 3/3/2026 12:13:48 PM

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
Kelli Hyde Kelli.hyde@hollyspringsnc.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/3/2026 12:13:50 PM Viewed: 3/3/2026 12:15:16 PM
Melissa Harden melissa.harden@hollyspringsnc.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/24/2022 9:43:48 AM ID: 87c694b2-1ff5-46d2-8b49-e05e9bc66ad8 Company Name: Town of Holly Springs	COPIED	Sent: 3/3/2026 12:13:51 PM Viewed: 3/3/2026 12:14:55 PM

Carbon Copy Events	Status	Timestamp
Paige Scott paige.scott@hollyspringsnc.gov Public Works Director Public Works Director, Town of Holly Springs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/3/2026 12:13:52 PM Viewed: 3/3/2026 12:14:59 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/18/2026 1:23:08 PM
Certified Delivered	Security Checked	3/3/2026 12:13:40 PM
Signing Complete	Security Checked	3/3/2026 12:13:48 PM
Completed	Security Checked	3/3/2026 12:13:52 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Holly Springs (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Holly Springs:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jeff.wilson@hollyspringsnc.us

To advise Town of Holly Springs of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jeff.wilson@hollyspringsnc.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Holly Springs

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jeff.wilson@hollyspringsnc.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Holly Springs

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jeff.wilson@hollyspringsnc.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Holly Springs as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Holly Springs during the course of your relationship with Town of Holly Springs.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda
Title: Contracts for Wastewater Treatment Chemicals and Services
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Rachel Ingham, Utilities and Infrastructure

Action(s):

1. Approve a contract not to exceed $600,000 with McGill Environmental Systems for solids handling services, and authorize the Town Manager to execute the contract with McGill Environmental Systems.
2. Approve a contract not to exceed $1,100,000 with Evoqua Water Technologies LLC, and authorize the Town Manager to execute the contract with Evoqua.
3. Approve a contract not to exceed $150,000 with Brenntag Mid-South, Inc. for phosphorus removal chemicals (sodium aluminate), and authorize the Town Manager to execute the contract with Brenntag.
4. Approve a contract not to exceed $95,000 with USALCO, LLC (formerly Zeta Solutions LLC) for solids dewatering chemicals, and authorize the Town Manager to execute the contract with USALCO.

Explanation:

- Action Item #1
  - McGill Environmental Systems' (McGill's) has provided the Town with composting services since 2015. McGill is the only provider with the ability to process municipal wastewater biosolids into a sustainable product. The Town does not hold permits necessary to dispose of biosolids in any other fashion.
  - For fiscal year 26/27 (FY 26/27), McGill's price for hauling biosolids increased to $68.25 / ton. Additionally, the Town must pay costs for transportation fees, box/trailer rental and fuel surcharges.
  - In 2025, McGill hauled 8,064 tons of biosolids from the Utely Creek Water Reclamation Facility (UCWRF), at a cost of $524,130.
- Action Item #2
  - Evoqua Water Technologies LLC was approved as a sole source of odor and erosion control chemicals and chemical management provider on October 15, 2024.
  - In Fiscal Year 25/26 (FY 25/26), Evoqua delivered odor control chemicals to 21 pump stations at a cost just under the then current Purchase Order limit of $1,078,000.
- Action Item #3
  - Brenntag Mid-South, Inc was approved as a sole source for phosphorus removal chemicals (sodium aluminate) on August 19, 2025.
  - In FY25/26, Brenntag delivered phosphorus removal (sodium aluminate) to the

Utley Creek Water Reclamation Facility (UCWRF) at a cost of $170,968.

- Action Item #4
  - Zeta Solutions LLC was approved as a sole source for ZetaFloc polymer
  - In FY25/26, Zeta Solutions delivered polymer to the UCWRF at a cost of $119,922.
- For FY26/27, contract amounts were adjusted based on an increase in wastewater flow and nutrient loading resulting from residential and commercial growth, and introduction of higher efficiency solids handling.

Background:

- The Town's wastewater treatment process requires the regular purchase of chemicals and chemical monitoring to manage the treatment process and ensure effective wastewater treatment. In order to avoid frequent, repetitive agenda items for contract approvals, staff is requesting approval of these vendors for the items indicated.
- The wastewater treatment process produces clean wastewater, the portion discharged into Utley Creek, and biosolids, the treated organic byproduct that can be reused for other applications.
- Dewatering is a process that takes the biosolids in liquid form and converts the slurry into a semi-solid "cake" form. This makes the cake easily transportable and saves transportation removal costs. Because water weighs several pounds per gallon, dryer cake results in reduced weight, reduced volume, and an increased amount of solids that can fit into a single container for transport.
- The biosolids from the Utley Creek Water Reclamation Facility (UCWRF) are transported off-site by McGill. The UCWRF is charged by the ton plus container, transportation, and fuel charges for each container of biosolids that leaves the site.
- McGill transforms the Town's biosolids into compost by accelerating natural degradation processes. This provides the Town with a sustainable alternative to landfill disposal of biosolids.
- Approval for the contract with USALCO is requested since this high-performing polymer is necessary to increase the performance of the solids handling process. Polymer helps the solids to stick together and reduces the amount of water in the biosolids. A drier, lighter weight cake solid reduces the hauling costs to the Town.
- Approval of the contract with Water Technologies is recommended as Evoqua provides products and services that monitor and treat for odor through the wastewater collection system.

Funding Source(s):

Operating Budget – Utility Fund – Utilities & Infrastructure

Attachment(s):

1. Holly Springs Utley Creek Intake Proposal PD26 FINAL
2. Contract for PURCHASE OF ASSETS - USALCO fka Zeta
3. Contract for PURCHASE OF ASSETS - Formal Bid - BrenntagV2
4. Contract for PURCHASE OF ASSETS AND FOR SERVICES - Evoqua Water Technologies

Proposal/Agreement *(rev 01/18)* ◉ New ○ Change

McGill
Transforming Waste. Rebuilding Soils.

Account Information

Legal name: Holly Springs Utley Creek WRF DBA: Town of Holly Springs

Acct #: 215012 Website:

Billing address: P.O. Box 8 Holly Springs, NC 27540

Primary contact: Terry Foster Email: terry.foster@hollyspringsnc.gov

(O): (919) 567-4738 (F): (M): (919)796-7201

A/P contact: Email: (O):

Ship to facility:

☐ **McGill-Delway**, 1100 Herring Rd, Rose Hill, NC 28458, Permit WQ0006816
☒ **McGill-Merry Oaks**, 634 Christian Chapel Church Rd, New Hill, NC 27562, Permit SWC-19-06
☐ **McGill-Waverly**, 5056 Beef Steak Rd, Waverly, VA 23890, Permit VDHBUR154
☐ **McGill-Fairless**, 1000 Tyburn Rd, Morrisville PA 19067, Permit PA101727

Proposal Information

Brief Description

McGill Environmental Systems, Inc. is pleased to present the following proposal for the acceptance of organic residuals from Utley Creek WRF to the McGill - Merry Oaks Facility.

Scope of Work

McGill Environmental Systems of NC, Inc. ("McGill") will furnish all labor, equipment, supervision and materials, unless otherwise specified, to perform the following:

Item	Material Code	Rate
Composting tip fee* (per ton)	Muni biosolids	$ 68.25
Transportation (per haul)	Trans	$ 170.00
Transportation (per haul - weekends/holidays)	Trans	$ 223.00
Box Rental (per box/per month) (3 boxes)	Equip	$ 350.00
Trailer Rental (per trailer)	Equip	$ 1,700.00

Additional notes:

*Composting fee and acceptance is contingent upon completion of McGill Pre-Acceptance and current McGill plant capacity. An annual price increase of 5% or greater value 120% of CPI-U for Water & Sewer & Trash.

Transportation provider:

☒ McGill
☐ Customer
☐ Subcontractor:

Fuel Surcharge:

◉ Yes
○ No

CPI Adjustment:

◉ Yes
○ No

Terms of Proposal/Agreement

This agreement is contingent upon pre-acceptance of material in accordance with McGill and all local, state and federal regulations.

Additional transportation charges may apply for scheduled hauls canceled by the customer.

Customer assumes full responsibility for all costs related to the removal and disposal of transported residuals found to contain substances that do not fall within regulatory parameters defined in McGill's permit.

A fuel surcharge may apply for fuel-consuming equipment. McGill reserves the right to adjust fuel surcharges based on industry averages.

Customer agrees to indemnify, exonerate and hold McGill harmless against loss, damage or expense, by reasons of suits, claims, demands, judgments and causes of action for personal injury, death or property damage rising out of or in any way in consequence of the performance of work undertaken by McGill except that in no instances shall the customer be held responsible for any liability claim demand or cause of action attributable solely to the gross negligence of McGill.

Any disposal or other work beyond the scope of work described above, unless agreed in writing, will be billed at the current Time and Material Rates.

Payment Terms – Net due 30 days from date of invoice. McGill does not agree to "pay when get paid" clauses. Discrepancies with invoices must be addressed in writing within 30 days from date of invoice or invoice will be considered acceptable as is and payment will be expected in full within the agreed payment terms. Finance charges of one and one-half percent (1.5%) per month will be due on payments past due after 30 days from date of invoice.

This proposal will be good for 1 year from date of acceptance.

Contract Effective Dates

Start Date: 7/1/26 **End Date:** 6/30/27

SIGNATURES

My signature indicates my acceptance of the terms of this proposal/agreement.

Customer Representative	*Title*	*Date*

Job Number *Customer PO#*

Patrick Downey	Senior Intake Sales Rep.	6/4/2026
McGill Representative	*Title*	*Date*
Sean Fallon	VP	6/4/2026
McGill Representative	*Title*	*Date*

Date received in Accounting Department:

TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon the Vendor's acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding $2,500, a PO is required.

VENDOR SIGNATURE: _____
I certify the above language is acceptable.

Date: _____ Printed Name & Title:_____

Approved as to form:

_____
John Schifano, Town Attorney Date:

Town Contact/Contract Manager: _____ Date:

PURCHASE ORDER NO_____ (If Applicable)

Approved by Brettany DeVolld _____ (initials) Date:

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

_____
Tina Stroupe Director of Finance Date:

TOWN OF HOLLY SPRINGS

By:_____
Randy Harrington, Town Manager Date:

ATTEST:
By:_____
Linda C. McKinney, Town Clerk
Date:

(Town Seal)

Town Standard Signature page, rev. 9/2024

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.



CONTRACT TO PURCHASE ASSET(S)
FORMAL BID

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **USALCO, LLC** (herein after called the "Vendor").

Town hereby desires to enter into a contract for the purchase of certain assets with the Vendor and the Vendor agrees to enter into this contract and deliver the assets to the Town as set forth below or as stated in **Exhibit A**, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF VENDOR

The assets to be purchased are described in **Exhibit A** (the "Quote") as attached hereto and incorporated by reference. Vendor agrees to employ such personnel as may be needed to secure, make, and deliver the assets in the manner and time prescribed herein. Such personnel shall be employees of the Vendor and said Vendor shall be an independent Vendor of the Town.

BRIEF SUMMARY OF PURCHASE(S) AND/OR SERVICE(S): This is a purchase contract to purchase Zeta Flock 9 for use at Utley Creek Water Reclamation Facility at the unit price of $1.58 per pound.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Vendor, as necessary to complete delivery and/or installation of assets, and shall not impede the work of the Vendor, expect as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

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:

Terry Foster, Utilities & Infrastructure (Name, Department)
Email: terry.foster@hollyspringsnc.gov
Phone: (919) 567-4738

For purchase $90,000 and above, formal (public) bidding is required.

The Contract Manager certifies that public bidding has taken place.

OR

The Contract Manager certifies that an exception to public bidding applies. The exception is: Purchase made pursuant to N.C.G.S. § 143-129(e)(6).

_____
Contract Manager **Date Signed:**
Printed Name: Terry Foster

_____
Department Head/Supervisor **Date Signed:**
Printed Name: Rachel Ingham

PAYMENT

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

___The Vendor shall provide the Town with an invoice upon the receipt of the goods described in **Exhibit A**, which the Town shall have thirty (30) days to pay.

OR

__ Description of Alternative Payment Terms:

All orders of zeta flock 9 shall be billed at the rate of $1.58 per pound. The Vendor shall provide the Town with Net30 invoices for each order. Total annual **Contract Not to Exceed: $95,000.00**.

TIME AND MANNER FOR PURHASE OF ASSETS

The times and manner for the purchase of the assets subject to this Contract are set forth in **Exhibit A**, or as otherwise set forth below:

This contract shall commence July 1, 2026 and expire on June 30, 2027.

All ownership terms shall be F.O.B. 128 S. Main Street, Holly Springs, NC 27540, unless the Town's Contract Administrator specifies a different delivery address below:

150 Treatment Plant Road, Holly Springs, NC 27540.

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

   1.1 The standard of care for all services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality.

   1.2 Vendor represents that, prior to submitting the Bid and executing this Contract, Vendor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until complete delivery and/or installation of assets as described in Exhibit A.

   1.3 Vendor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

   1.4 Vendor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Vendor's scope of services, times of performance, or compensation.

   1.5 Vendor is an independent Vendor of the Town. The Town and the Vendor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Vendor is familiar with the property and its condition.

2. **Warranty.**

   2.1 Vendor knows and understands the purpose to which the assets are being purchased by the Town. Vendor hereby warrants that the materials that are the subject of this contract are fit for the purpose intended by the Town, and agrees to warrant good craftsmanship for a period of not less than 1 year, or any term longer stated in **Exhibit A**. In the event of any contradictory language in **Exhibit A**, this language shall apply. If the Vendor offers any additional warranties, they shall be included as **Exhibit C**.

3. **Term and Termination.**

3.1 The term for this contract is until receipt of the good(s) described in **Exhibit A**, or one (1) year, whichever is shorter.

3.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

3.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

3.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

3.2.3 Upon mutual agreement.

4. Controlling Law.

4.1 This agreement is to be governed by the law of the State of North Carolina.

4.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

5. Notices.

5.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

5.1.1 For the Town:

Terry Foster, WRF Operations Mgr.	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4738	(Phone)
Terry.foster@hollyspringsnc.gov	(e-mail)

5.1.2 For the Vendor/Vendor:

Evie Wright, CAM Coordinator	(Name, Title)
USALCO, LLC	(Company)
2601 Cannery Avenue	(Address)
Baltimore, MD 21226	
(530) 750-1000	(Phone)
cam@usalco.com	(e-mail)

6. Severability.

6.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon Town and Vendor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7. Waiver.

7.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

8. Attorney's Fees.

8.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

9. Insurance & Indemnification Requirement.

~~**9.1 If the Vendor is to provide installation services** on Town property or for Town assets, then Vendor shall provide general liability insurance for a minimum of $1,000,000 per occurrence, $2,000,000 aggregate, and an umbrella policy for at least $5,000,000 for the complete term of the contract. Additionally, the Vendor shall supply workman's compensation insurance coverage to all employees within the statutory limits. If this requirement is triggered, then the Vendor shall provide a Certificate of Insurance, naming the Town as an additional insured entity for so long as required to complete the installation, which Certificate is attached as **Exhibit B.** Any acceptance of lower insurance limits must be authorized on the Exhibit B cover page.~~

9.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and the Contractor performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

10. Prohibition Against Sex Offenders.

10.1 In the event that Vendor or its employees are being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Vendor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or Vendor of the Vendor to access any area of the Facility. Vendor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, Vendor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Vendor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Vendor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Vendor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Vendor.

11.1 Vendor's status shall be that of an independent Vendor and not an agent, servant, employee, or representative of Town in the performance of the Services. Vendor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Vendor in the performance of this Contract shall be construed as making Vendor the agent, servant or employee of Town, or making Vendor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

11.2 Vendor's Control Over Services Provided for Installation. Vendor shall retain the unqualified right of control over the means, manner and methods by which the Installation is performed, and the right to perform such services at the locations and times as required to complete said installation of asset(s), and as approved by the Town. Vendor shall be responsible for providing all equipment, materials and supplies that Vendor determines are needed to timely complete the Installation.

11.3 The Vendor agrees to waive any and all claims against the Town from itself or its employees arising from materials supplied, delivery by the Vendor and work performed by the Vendor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. The Vendor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

12. Non-Discrimination.

12.1 As a condition of this Contract, Vendor covenants that Vendor will take all necessary actions to insure that, in connection with any operations under this Contract, Vendor, its officers, employees and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Vendor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Vendor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

13. Vendor's Employees.

13.1 Vendor agrees and consents that the Town is allowing access to the Vendor to both publicly used and private sensitive Town facilities. Vendor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Vendor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Vendor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Vendor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Vendor in this contract, and shall exclude any employees from working in any Town facility any employees that:

1) had a conviction of any felony within the past 10 years;

2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or

3) is currently a registered sex offender.

14. Assignment.

14.1 VENDOR shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, VENDOR shall remain liable for completion of the Contract work in the event of default by the successor Vendor or assignee.

15. Right of Review and Audit.

15.1 Town may review any and all of the services performed by Vendor under this Contract. Town is granted the right to audit, at Town's election, all of Vendor's records and billings relating to the performance of this Contract. Vendor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. **Full Agreement.** This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

18. **Exhibit List.** The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Quote or Purchase Agreement

Exhibit B – Certificate of Insurance, if installation

Exhibit C – ~~Warranty, if applicable~~

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

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

VENDOR:

Signature _____

Name:_____

Title: _____

WITNESS:

_____
Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVolld
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

_____
John Schifano, Town Attorney Date:

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

_____
Tina Stroupe, Director of Finance Date:

EXHIBIT A

Quotation

Quote #: Q-31714-1
Date: 6/30/2026 12:45 PM
Effective Date: 6/30/2026

USALCO

www.usalco.com
Phone: 800-453-2586
Email: orders@usalco.com

Bill To
Holly Springs NC (Town of)
PO Box 8
Holly Springs, NC 27540
US

SALESPERSON	PAYMENT TERMS
Zac Fagan zfagan@usalco.com	Net 30

WAREHOUSE	PRODUCT CODE	PRODUCT NAME	PRODUCT TYPE	FREIGHT TERM	LEAD TIME	UNIT PRICE	ADDITIONAL SURCHARGE	QTY	UOM
00	ZF099TO	Zeta Floc 9	TOTE	Delivered Duty Paid	7-10 Bus Days	$1.5800	$0.0000	2,300.00	LB
Ship To Address: Utley Creek WRF (00); 150 Treatment Plant Road; Holly Springs, NC 27540									

***Please note that Additional Surcharge will appear as separate line item on invoice.

Terms & Conditions
This order quotation is subject, and its acceptance is expressly limited, to the terms stated on its face and USALCO's Standard Terms and Conditions, attached and also posted at https://www.usalco.com/stcs/ which are hereby incorporated herein by reference. Unless otherwise specifically accepted by USALCO in writing, any additional or different terms, whether or not materially different, set forth in any communication from Buyer to USALCO are hereby objected to and rejected.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to Zac Fagan at zfagan@usalco.com

THANK YOU FOR YOUR BUSINESS!

Usalco

Important Information for Our Zeta Solutions LLC Customers

April 15, 2026

We are pleased to announce that Zeta Solutions LLC has merged with USALCO, LLC. This strategic partnership marks an exciting new chapter for our organizations and will help us serve you even better moving forward.

As part of this transition, we are preparing to onboard your company into the USALCO Order Management System. This upgrade will streamline our operations and support a seamless ordering experience. We have included important details and instructions to help you prepare for future orders. Please review the materials and share them with the appropriate members of your organization.

We also want to reassure you that the people you know and trust—Sam Lindmark and Zac Fagan—will continue with USALCO, LLC. There will be no changes to our product formulations, product quality, or the information you receive from us. Our commitment to excellence and customer satisfaction remains stronger than ever.

If you have any questions or need assistance during this transition, please do not hesitate to contact us directly, or any member of our team. We appreciate the partnership we share with you and look forward to continuing to serve you as part of USALCO, LLC.

Sincerely,

Sam Lindmark

Sam Lindmark
M: 859-489-6763
Slindmark@usalco.com

Zac Fagan

Zac Fagan
M: 704-441-4142
Zfagan@usalco.com

EXHIBIT B

_____X___ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

_____ **Certificate of Insurance attached**

COI Expires: _____

EXHIBIT C

WARRANTY INFORMATION:

_____ Attached hereto

_____ Found at the following link:

___X__ Not Available/Applicable



CONTRACT TO PURCHASE ASSET(S)
FORMAL BID

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Brenntag Mid-South, Inc.** (herein after called the "Vendor").

Town hereby desires to enter into a contract for the purchase of certain assets with the Vendor and the Vendor agrees to enter into this contract and deliver the assets to the Town as set forth below or as stated in **Exhibit A**, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF VENDOR

The assets to be purchased are described in **Exhibit A** (the "Quote") as attached hereto and incorporated by reference. Vendor agrees to employ such personnel as may be needed to secure, make, and deliver the assets in the manner and time prescribed herein. Such personnel shall be employees of the Vendor and said Vendor shall be an independent Vendor of the Town.

BRIEF SUMMARY OF PURCHASE(S) AND/OR SERVICE(S): This is a purchase contract for the purchase of sodium aluminate for Utley Creek Water Reclamation Facility, as further detailed in **Exhibit A**.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Vendor, as necessary to complete delivery and/or installation of assets, and shall not impede the work of the Vendor, expect as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

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:

Terry Foster, Utilities & Infrastructure (Name, Department)
Email: terry.foster@hollyspringsnc.gov
Phone: (919) 567-4738

For purchase $90,000 and above, formal (public) bidding is required.

The Contract Manager certifies that public bidding has taken place.

OR

The Contract Manager certifies that an exception to public bidding applies. The exception is:

Purchase made pursuant to N.C.G.S. § 129-129(e)(6) – the needed supply is only available from one source.

_____
Contract Manager **Date Signed:**
Printed Name: Terry Foster

_____
Department Head/Supervisor **Date Signed:**
Printed Name: Rachel Ingham

PAYMENT

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

___The Vendor shall provide the Town with an invoice upon the receipt of the goods described in **Exhibit A**, which the Town shall have thirty (30) days to pay.

OR

_X_ Description of Alternative Payment Terms:

The vendor shall supply sodium aluminate 38% at the rate of **$0.3700** per pound and shall send the Town Net30 Invoices after delivery for all orders. Annual **Contract total Not to Exceed $150,000.00**

TIME AND MANNER FOR PURHASE OF ASSETS

The times and manner for the purchase of the assets subject to this Contract are set forth in **Exhibit A**, or as otherwise set forth below:

The Term of this Contract is July 1, 2026 to June 30, 2027.

All ownership terms shall be F.O.B. 128 S. Main Street, Holly Springs, NC 27540, unless the Town's Contract Administrator specifies a different delivery address below:

150 Treatment Plant Road, Holly Springs, NC 27540

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

   1.1 The standard of care for all services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality.

   1.2 Vendor represents that, prior to submitting the Bid and executing this Contract, Vendor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until complete delivery and/or installation of assets as described in Exhibit A.

   1.3 Vendor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

   1.4 Vendor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Vendor's scope of services, times of performance, or compensation.

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   2.1 Vendor knows and understands the purpose to which the assets are being purchased by the Town. Vendor hereby warrants that the materials that are the subject of this contract are fit for the purpose intended by the Town, and agrees to warrant good craftsmanship for a period of not less than 1 year, or any term longer stated in **Exhibit A**. In the event of any contradictory language in **Exhibit A**, this language shall apply. If the Vendor offers any additional warranties, they shall be included as **Exhibit C**.

3. **Term and Termination.**

3.1 The term for this contract is until receipt of the good(s) described in **Exhibit A**, or one (1) year, whichever is shorter.

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3.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

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5.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

5.1.1 For the Town:

Terry Foster, WRF Operations Mgr.	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4738	(Phone)
Terry.foster@hollyspringsnc.gov	(e-mail)

5.1.2 For the Vendor/Vendor:

Carrie Gupton, Acct. Manager	(Name, Title)
Brenntag Mid-South, Inc.	(Company)
1405 HWY 136 West	(Address)
Henderson, KY 42420	
(984) 220-0391	(Phone)
Carrie.gupton@brenntag.com	(e-mail)

6. Severability.

6.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Vendor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

18. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Quote or Purchase Agreement

Exhibit B – Certificate of Insurance, if installation

Exhibit C – ~~Warranty, if applicable~~

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

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

VENDOR:

Signature _____

Name:_____

Title: _____

WITNESS:

_____
Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVolld
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

_____
John Schifano, Town Attorney Date:

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

_____
Tina Stroupe, Director of Finance Date:

EXHIBIT A

Customer Number: 501223 / 012
Issue Date ....: 5/06/26
Terms.....: NET 30
Contact Phone..: 919-552-6221
Contact Fax....: 919-552-5569
Telephone.....: (919) 552-6221
Fax Number.....: (919) 552-5569
FOB.....: Delivered unless otherwise noted

PATTY DRESSEN

TOWN OF HOLLY SPRINGS
P O BOX 8
HOLLY SPRINGS, NC 27540-0008

Dear PATTY DRESSEN,

Brenntag Mid-South will be adjusting prices on the following products according to the listed effective date. It is our policy to inform you as promptly as information is available based on announcements from our suppliers. Due to fluctuating raw material costs, there could be further price increases without prior notice.

Thank you for your continued support on Brenntag Mid-South as your chemical supplier.

To receive future price increases by email, fax this page with your email address to (270) 826-1486. Email address_____

	Product Name	Packaging	Product Number	Starting Quantity	Price	FOB	Deposit Amount	Able to Combine	Effective Date
**	SODIUM ALUMINATE 38%	1.0000#BULK B Wpg: 12.30000	266222	1	.3700/#			NO	5/08/26
		Current Price{s}...		1	.3150/#				9/11/25

If you have questions about any of the above products, call CARRIE GUPTON at (919) 596-0681

* = FOB Shipping Point
** = Indicates product(s) that will change in price

Quoted prices are subject to change without notice unless otherwise specified.

Thank You For Your Business

CARRIE GUPTON
BRENNTAG MID-SOUTH, LLC

EXHIBIT B

____X____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name: John Schifano

_____ **Certificate of Insurance attached**

COI Expires: _____

EXHIBIT C

WARRANTY INFORMATION:

_____ Attached hereto

_____ Found at the following link:

___X__ Not Available/Applicable

HOLLY SPRINGS
North Carolina

CONTRACT TO PURCHASE ASSETS AND FOR SERVICES

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Evoqua Water Technologies, LLC** (herein after called the "Vendor").

Town hereby desires to enter into a contract for the purchase of certain assets with the Vendor and the Vendor agrees to enter into this contract and deliver the assets to the Town as set forth below or as stated in **Exhibit A**, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF VENDOR

The assets to be purchased are described in **Exhibit A** (the "Quote") as attached hereto and incorporated by reference. Vendor agrees to employ such personnel as may be needed to secure, make, and deliver the assets in the manner and time prescribed herein. Such personnel shall be employees of the Vendor and said Vendor shall be an independent Vendor of the Town.

BRIEF SUMMARY OF PURCHASE(S) AND/OR SERVICE(S): This is a one-year contract to purchase Bioxide and for services relating to odor and corrosion control for Utley Creek Water Reclamation Facility, as further described in **Exhibit A**.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Vendor, as necessary to complete delivery and/or installation of assets, and shall not impede the work of the Vendor, expect as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

For the purchase of goods valued at $90,000 and above, formal (public) bidding is required.

The Contract Manager certifies that public bidding has taken place.

OR

X The Contract Manager certifies that an exception to public bidding applies. The exception is:

Purchase/services are a proprietary process developed by the Vendor for it's own use, therefore, subject to N.C.G.S. § 143-129(e)(6).

_____

Contract Manager **Date Signed:**
Printed Name: Terry Foster

_____

Department Head/Supervisor **Date Signed:**
Printed Name: Rachel Ingham

CONTRACT MANAGER

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Manager for this Contract is:

Terry Foster, Utilities & Infrastructure (Name, Department)
Email: terry.foster@hollyspringsnc.gov
Phone: (919) 567-4738

PAYMENT

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

__ The Vendor shall provide the Town with an invoice upon the receipt of the goods described in Exhibit A, which the Town shall have thirty (30) days to pay. Total not to exceed: **$_____.**

OR

_X_ Description of Alternative Payment Terms:

The Vendor shall be all orders of Bioxide at $3.50/gallon. All services shall be billed at the rates contained in **Exhibit A**. The Vendor shall provide the Town with Net30 invoices for all orders and services. Annual Contract **Total Not to Exceed $1,100,000.00**.

TIME AND MANNER FOR PURHASE OF ASSETS

The times and manner for the purchase of the assets subject to this Contract are set forth in **Exhibit A**, or as otherwise set forth below:

This contract shall commence on July 1, 2026 and expire on June 30, 2027.

All ownership terms shall be F.O.B. 128 S. Main Street, Holly Springs, NC 27540, unless the Town's Contract Administrator specifies a different delivery address below:

150 Treatment Plant Road, Holly Springs, NC 27540.

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

   1.1 The standard of care for all services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality.

   1.2 Vendor represents that, prior to submitting the Bid and executing this Contract, Vendor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until complete delivery and/or installation of assets as described in Exhibit A.

   1.3 Vendor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

   1.4 Vendor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Vendor's scope of services, times of performance, or compensation.

   1.5 Vendor is an independent Vendor of the Town. The Town and the Vendor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Vendor is familiar with the property and its condition.

2. **Warranty.**

   2.1 Vendor knows and understands the purpose to which the assets are being purchased by the Town. Vendor hereby warrants that the materials that are the

subject of this contract are fit for the purpose intended by the Town, and agrees to warrant good craftsmanship for a period of not less than 1 year, or any term longer stated in **Exhibit A**. In the event of any contradictory language in **Exhibit A**, this language shall apply.

3. Term and Termination.

3.1 The term for this contract is until the receipt of the good(s) described in **Exhibit A**, or one (1) year, whichever is shorter.

3.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

3.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

3.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

3.2.3 Upon mutual agreement.

4. Controlling Law.

4.1 This agreement is to be governed by the law of the State of North Carolina, regardless of any language in any quote, contract, agreement supplied by the Contractor.

4.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

5. Notices.

5.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

5.1.1 For the Town:

Terry Foster, WRF Operations Mgr.	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4738	(Phone)
Terry.foster@hollyspringsnc.gov	(e-mail)

5.1.2 For the Vendor/Vendor:

Dustin Renner, Direct Sales Rep.	(Name, Title)
Evoqua Water Technologies, LLC	(Company)
2650 Tallevast Road	(Address)

Sarasota, FL 34243
(984) 710-2774 (Phone)
Dustin.renner@xylem.com (e-mail)

6. **Severability.**

6.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Vendor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7. **Waiver.**

7.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

8. **Attorney's Fees.**

8.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

9. **Insurance & Indemnification Requirement.**

9.1 **If the Vendor is to provide installation services** on Town property or for Town assets, then Vendor shall provide general liability insurance for a minimum of $1,000,000 per occurrence, $2,000,000 aggregate, ~~or an umbrella policy for at least $5,000,000~~ for the complete term of the contract. Additionally, the Vendor shall supply workman's compensation insurance coverage to all employees within the statutory limits. If this requirement is triggered, then the Vendor shall provide a Certificate of Insurance, naming the Town as an additional insured entity for so long as required to complete the installation, which Certificate is attached as **Exhibit B.** Any acceptance of lower insurance limits must be authorized on the **Exhibit B** cover page.

9.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising out of this Agreement and the Contractor performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/Licensee further agrees to

investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

10. Prohibition Against Sex Offenders.

10.1 In the event that Vendor or its employees are being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Vendor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or Vendor of the Vendor to access any area of the Facility. Vendor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, Vendor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Vendor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Vendor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Vendor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Vendor.

11.1 Vendor's status shall be that of an independent Vendor and not an agent, servant, employee, or representative of Town in the performance of the Services. Vendor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Vendor in the performance of this Contract shall be construed as making Vendor the agent, servant or employee of Town, or making Vendor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

11.2 Vendor's Control Over Services Provided for Installation. Vendor shall retain the unqualified right of control over the means, manner and methods by which the Installation is performed, and the right to perform such services at the locations and times as required to complete said installation of asset(s), and as approved by the Town. Vendor shall be responsible for providing all equipment, materials and supplies that Vendor determines are needed to timely complete the Installation.

11.3 The Vendor agrees to waive any and all claims against the Town from itself or its employees arising from materials supplied, delivery by the Vendor and work performed by the Vendor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or

arising directly or indirectly out of this Agreement and/or the performance hereof. The Vendor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

12. Non-Discrimination.

12.1 As a condition of this Contract, Vendor covenants that Vendor will take all necessary actions to insure that, in connection with any operations under this Contract, Vendor, its officers, employees and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Vendor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Vendor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

13. Vendor's Employees.

13.1 Vendor agrees and consents that the Town is allowing access to the Vendor to both publicly used and private sensitive Town facilities. Vendor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Vendor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Vendor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Vendor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Vendor in this contract, and shall exclude any employees from working in any Town facility any employees that:

1) had a conviction of any felony within the past 10 years;

2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or

3) is currently a registered sex offender.

14. Assignment.

14.1 VENDOR shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, VENDOR shall remain liable for completion of the Contract work in the event of default by the successor Vendor or assignee.

15. Right of Review and Audit.

15.1 Town may review any and all of the services performed by Vendor under this Contract. Town is granted the right to audit, at Town's election, all of Vendor's records and billings relating to the performance of this Contract. Vendor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

18. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Quote or Purchase Agreement

Exhibit B – Certificate of Insurance, if installation

Exhibit C – ~~Warranty, if applicable~~

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

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

VENDOR:

Signature _____

Name:_____

Title: _____

WITNESS:

_____
Linda McKinney, Town Clerk
Date:

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVolld
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

_____
John Schifano, Town Attorney Date:

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

_____
Tina Stroupe, Director of Finance Date:

EXHIBIT A

EXHIBIT B

_____ **Insurance requirement waived**

__X__ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name: John Schifano

____X____ **Certificate of Insurance attached**

COI Expires: 10/31/2026

EXHIBIT C

WARRANTY INFORMATION:

_____ Attached hereto

_____ Found at the following link:

___**X**__ Not Available/Applicable

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Preliminary Engineering Contract for a New Elevated Water Storage Tank and Transmission Main Connection

Strategic Priority Area: Growth Management & Economic Vitality
Community Safety

Staff Resource: Rachel Ingham, Utilities and Infrastructure, Carrie Kennedy, Utilities and Infrastructure

Action(s):

Authorize the Town Manager to sign and execute a professional services contract for Phase 1, Preliminary Engineering Report and Distribution System Evaluation, for a new elevated water storage tank and transmission main connection project with Hazen and Sawyer in the amount of $503,520.

Explanation:

- This contract includes professional services for the preliminary engineering and routing of approximately 10,000 linear feet of 30- to 36-inch water transmission extending from Avent Ferry Road, along the west side of Highway 55, and a proposed elevated tank with at least one million gallon capacity.
- The new tank location and transmission main connection are expected to be located in the northwest area of town to provide necessary storage and pressure to serve future demands and support overall system water pressure needs.
- Engineering services throughout the course of this project will be awarded in three phases; (1) Preliminary Engineering Report and Routing, (2) Final Design and Permitting; and (3) Construction Administration and Inspections.
- Hazen and Sawyer (Hazen) was selected through a Qualifications-Based Selection (QBS) process in accordance with applicable State and Town regulations and policies. Five statements of qualifications were received, and the top three ranked firms were interviewed before Hazen was selected.
- The contract for Phase 1 engineering services is for a not to exceed cost of $503,520 to Hazen.

Background:

- A total of $25,950,000 of funding has been approved for this Community Investment Plan (CIP) project. This is one of the five significant water and wastewater expansion projects the Town is investing to support the growth and demand and is included in the current rate projections and debt service modeling.
- The 2022 Northwest Area Utility Master Planning study determined that additional transmission and storage would be required to meet the needs as growth and demand in

the area expands.

- In 2025, Hazen and Sawyer (Hazen) were contracted to complete a hydraulic study for the Friendship development area utilizing and also updating the Town's water distribution system model. The deliverable from that effort, the 2026 Friendship Hydraulic Modeling Technical Memorandum, concluded that extending the existing 30-inch transmission main on Avent Ferry Road to the Business Park provides the conveyance capacity needed to meet planned system demands. Elevated storage at the end of the proposed transmission is necessary to meet projected 2030 demand.
- The Town currently operates three elevated drinking water storage tanks. As the Town's water system expands and demand increases, hydraulic modeling demonstrates that additional water storage will be necessary to maintain system performance.
- To meet long-term water demands, a new elevated drinking water storage tank is needed near New Hill Road and Irving Parkway area to serve the west side of town.
- Approximately 10,000 linear feet of 30-inch to 36-inch diameter waterline will also need to be installed along GB Alford Highway, Green Oaks Parkway, and Irving Parkway. Additional storage alone will not provide optimal water system performance due to existing piping restrictions.
- Hazen was selected for this project through a Qualifications Based Selection (QBS) process in compliance with related North Carolina statutes and the Town Purchasing Policy.
- This water tank project was part of Council's 2026 State legislative partnership funding request priorities, but it did not receive legislative grant funding.

Funding Source(s):

Reserve Funds and Revenue Bonds

Attachment(s):

1. Contract for PROFESSIONAL SERVICES - QBS (TC Version, Complete)



CONTRACT FOR PROFESSIONAL SERVICES
SUBJECT TO QUALIFICATION BASED SELECTION (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 **HAZEN & SAWYER, P.C.** (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): Phase 1 Preliminary Engineering Report and routing for a new elevated water storage tank and transmission main as further described under the terms and conditions set forth 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:

Carrie Mero Kennedy, Utilities & Infrastructure
Email: carrie.kennedy@hollyspringsnc.gov
Phone: 919.567.4718 (o), 984.528.6513 (m)

____**X**____ The Contract Manager certifies, if applicable, that the Contractor was selected using Qualification Based Selection. The Contractor was determined to be qualified for the work described herein based on the procurement record and the evaluation of qualifications.

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: _Carrie Mero Kennedy__

_____
Department Head/Supervisor **Date Signed:**
Printed Name: _Kendra D. Parrish____

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.

__**X**__ Payment on basis of Time and/or Materials as described in **Exhibit A** with a Contract Total Not to Exceed: **$503,520.00 (Five Hundred Three Thousand Five Hundred Twenty Dollars and No/100).**

___ Description of Alternative Payment Terms:

_____
_____

TIME FOR RENDERING SERVICES

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

_____160 days from Notice to Proceed_____

GENERAL CONSIDERATIONS

1. **Standards of Performance.**

1.1 The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

1.2 Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact, taking into consideration the standard of care listed above. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.

1.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

1.4 Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.

1.5 Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Term and Termination.

2.1 The term for this contract is as long as necessary to complete the scope of work agreed to, but in no event shall it exceed 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.

2.3 Upon termination or expiration of this Contract for any reason, Town shall pay Contractor for all services performed and all reasonable expenses properly incurred through the effective date of termination within thirty (30) days of receipt of

Contractor's final invoice, regardless of whether termination is for cause, by mutual agreement, or due to expiration of the Contract term.

2.4 Contractor shall deliver to Town all deliverables and work product upon receipt of full payment for all amounts due under this Contract. Contractor shall not be liable for Town's or any third party's use of unfinished deliverables.

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:

Carrie Kennedy, Engineering Manager	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4718	(Phone)
carrie.kennedy@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

_____	(Name, Title)
_____	(Company)
_____	(Address)
_____	
_____	(Phone)
_____	(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 and shall list "Town of Holly Springs" as additional insured on all commercial general 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: (a) non-payment of amounts; or (b) Town's negligence or willful misconduct. The Contractor shall indemnify and hold the Town and its officers and employees 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 third-party 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, to the extent caused by the negligence or willful misconduct of the Contractor, except to the extent that the same are caused by the negligence or willful misconduct of the Town. For such claims, the Contractor further agrees to investigate, handle, 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. **Limitation of Liability.** Notwithstanding anything to the contrary in the foregoing, Contractor's aggregate liability in any and all causes of action arising under, out of, or in relation to this Contract, its negotiation, performance, breach or termination shall not exceed the total amount actually paid to Contractor by Town pursuant to this Contract. This is whether the causes of action arise in tort, including without limitation, negligence or strict liability, contract under statute or otherwise. As a separate and independent limitation on liability, Contractor's liability is limited to direct damages, and Contractor shall not be liable for any (i) indirect, incidental, special or consequential damages; nor (ii) any revenues, profits or data lost by Town, construction costs, or losses that result from the action or inaction of contractor(s), regardless of whether such losses are categorized as direct damages or otherwise.

19. **Intellectual Property.** Upon Town's payment in full, Town owns the deliverables, except to the extent the deliverables include Contractor IP (defined below). Contractor and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to any of the Contractor IP. Contractor grants Town a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license to use the applicable Contractor IP solely to the extent necessary for Town to use the deliverables for the purposes contemplated by this Contract. All other rights in and to the Contractor IP are expressly reserved by Contractor. "Contractor IP" means the intellectual property, and derivatives thereof: (a) Contractor developed, acquired and/or owned prior to the Effective Date; (b) Contractor created separate from this Contract; (c) Contractor created pursuant to suggestions or other feedback from Town and/or third parties of Town; and (d) in the tools, programs, templates, dashboards, models, scripts, software or other systems used or created by Contractor hereunder. For purposes of this Section 20 (Intellectual Property), intellectual property includes all proprietary rights, whether registered or unregistered, including patents, copyrights, trademarks, trade secrets, know-how, software, data, and similar rights worldwide.

20. **Exhibit List.** The following documents shall be attached hereto and incorporated by reference.

    Exhibit A – Proposal and Scope of Work

    Exhibit B – Certificate of Insurance

    Exhibit C – E-Verify Affidavit

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

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

CONTRACTOR:

Signature _____

Name:__Todd W. Davis_____

Title: __Associate Vice President__

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

Hazen and Sawyer
4011 West Chase Blvd, Suite 500
Raleigh, NC 27607

Elevated Tank NH Rd and GB Alford Waterline Project - Phase 1

General Description

The Town of Holly Springs is initiating a Preliminary Engineering Report (PER) to evaluate improvements in the water distribution system to support continued growth in the northwest area of Town. Previous planning and hydraulic analyses have identified the need for additional storage and increased transmission capacity to maintain system reliability, meet fire flow requirements, and support economic development. This project will confirm the appropriate size and location of a new elevated storage tank and evaluate routing alternatives and size for the proposed transmission main. The PER will document recommended improvements, including preliminary layouts, design criteria, and an opinion of probable construction cost, to support informed decision-making and advancement into Phase 2 Final Design and Phase 3 Construction Related Services.

Preliminary Engineering

Task 100 Project Management, Progress Meetings, & Quality Control

The Engineer shall provide project management and coordination services for the duration of the Preliminary Engineering Report. Services shall include an in-person kickoff meeting, and 6 virtual monthly progress meetings, coordination with Town staff and subconsultants, schedule management, preparation of meeting agendas and summaries, and project administration. Independent quality control reviews will be performed at key milestones prior to delivery of major project deliverables.

Task 200 Elevated Storage Tank Preliminary Engineering

The Engineer shall evaluate up to five (5) alternate sites for a new elevated storage tank intended to support future growth within the northwest portion of the Town, one of which will be the Town-owned Public Works property near New Hill Road. The evaluation will consider hydraulic performance, site constraints, access, constructability, operational considerations, and anticipated permitting requirements. Using the results of the hydraulic modeling and field investigations, the Engineer will recommend a preferred tank site, establish the recommended storage volume and operating elevations, and prepare a conceptual site layout for the preferred location. The conceptual layout will identify the tank location, required setbacks, access requirements, utility connections, and major site features necessary to support final design.

The Engineer will participate in up to three (3) stakeholder meetings. Stakeholder meetings may include discussion of planned uses for the existing Public Works site, Town Council meetings, industrial stakeholder meetings, etc.

The tank preliminary evaluation will also include recommendations and preferences for appurtenances such as altitude valves, check valves, mixing considerations, SCADA integration, water quality sampling, cathodic protection, accommodations for telecommunication, and tank style.

Task 300 Transmission Main Preliminary Engineering and Routing Evaluation

The Engineer shall evaluate transmission main routing alternatives connecting the proposed elevated storage tank to the existing distribution system. The routing evaluation will consider constructability, utility congestion, roadway impacts, future NCDOT improvements (to the extent information is available), property impacts, and anticipated permitting requirements. Up to two (2) in-person meetings will be held with NCDOT staff. Considerations shall include traffic maintenance, roadway constraints, and coordination with planned transportation improvements. A desktop analysis of the area around the Utley Creek crossing will be completed to approximate potential jurisdictional aquatic resources utilizing readily available public databases and ArcGIS software. Field investigations and delineations for design and permitting are not included in Phase 1. The Engineer will recommend a preferred transmission main corridor and establish preliminary design criteria, including pipeline diameter and connection locations. Necessary easements will be identified, and an estimated cost for the easement will be made based on tax value of the property.

Task 400 Hydraulic Modeling

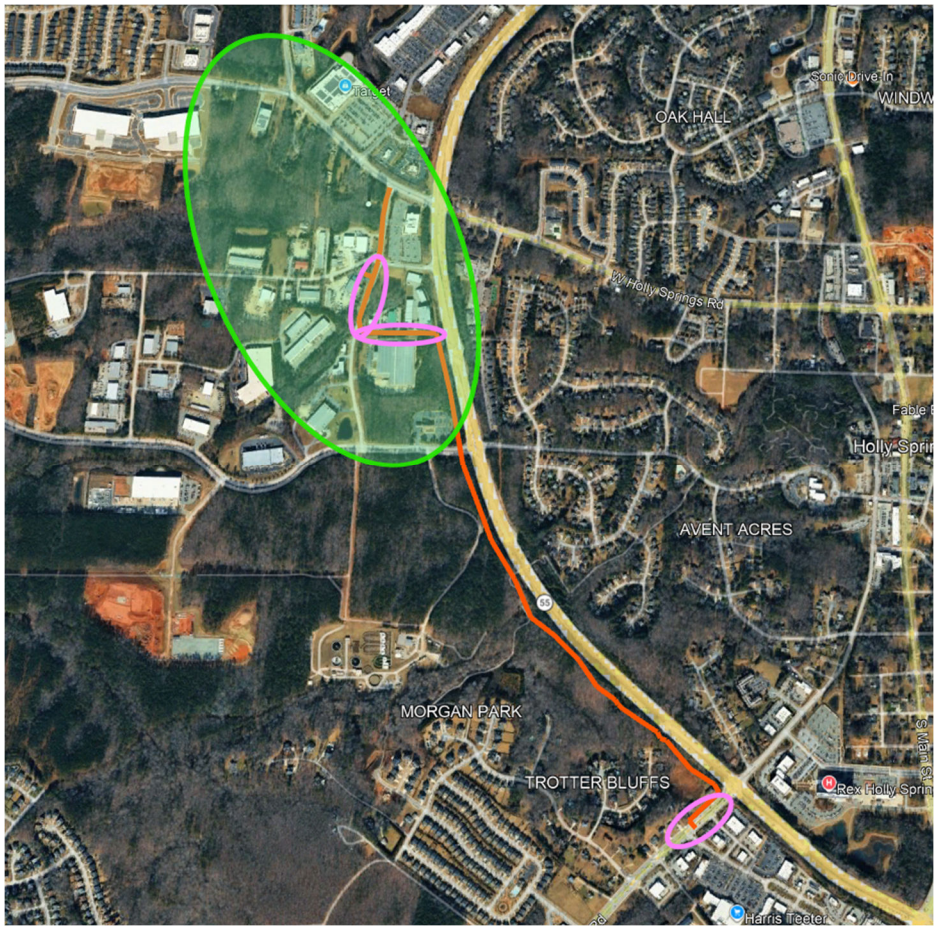
The Engineer shall utilize the Town's existing hydraulic model to evaluate alternative elevated storage tank sites, establish the recommended tank size and operating elevations, evaluate transmission main sizing and connection alternatives, and assess system performance under projected future demand conditions. The Town will provide recent AMI data for Fujifilm Diosynth Biotechnologies, Amgen, and CSL Seqirus to evaluate peak demand patterns that may influence sizing of the tank. At a minimum, hourly data will be provided for the most recent 3 months. The hydraulic model will incorporate the proposed transmission main improvements, alternative tank locations, and projected demands from the Comprehensive Plan Update within the northwest service area for 2035 and 2050. Results of the evaluation will be used to support the selection of the preferred tank site and transmission main corridor and establish preliminary design criteria including sizing of infrastructure for inclusion in the Preliminary Engineering Report.

Task 500 Field Investigations

The Engineer shall complete field investigations necessary to support the preliminary engineering evaluations. Geotechnical services will include advancement of three borings at three candidate elevated storage tank sites to a depth of 100 feet, advancement through 20 ft of PWR or bitcone refusal, whichever occurs first. If refusal occurs before a depth of 15 ft up to 10 feet of rock will be cored. In addition, the geotechnical evaluation includes three Cone Penetration Tests, one at each site, to augment the soil test boring data.

The Engineer will obtain aerial topographic mapping of the preferred transmission main corridor and elevated storage tank site to support the Phase 2 Final Design. The aerial survey will be performed once

the route and site are selected and occur in the late fall/winter after leaves are off the trees. Quality Level B Subsurface Utility Engineering (SUE) shall be performed along both sides of Avent Ferry Road, Newspaper Way, and Irving Parkway to identify existing utility infrastructure and support the route evaluation. For budgetary purposes the aerial survey has been assumed to include the orange transmission main corridor and the areas shaded in green for potential tank sites. The Level B SUE is assumed to include the areas circled in pink.



An initial property owner notification letter will be mailed to all property owners along the Level B SUE routes and the owners of any alternative elevated storage tank sites. The Engineer will provide a draft letter for review and comment by the Town. The letters will be mailed via first-class mail at least 30 days prior to the commencement of any field activities.

Task 600 Preliminary Engineering Report

The Engineer shall prepare a Preliminary Engineering Report documenting the evaluation of elevated storage tank sites, transmission main routing alternatives, hydraulic modeling results, field investigation findings, recommended improvements, and planning-level cost estimates. The report will include recommendations for advancement into final design and identify anticipated permitting, property acquisition, and future engineering requirements. Following review of the draft report by the Town,

separate review workshops will be conducted for the elevated storage tank and transmission preliminary engineering. The Engineer shall prepare a final report incorporating the Town's comments following the review workshops.

Deliverables

- Monthly Progress Meeting Summaries
- Draft Preliminary Engineering Report
- Elevated Storage Tank Review Workshop
- Transmission Main Review Workshop
- Final Preliminary Engineering Report

Results of the hydraulic modeling, geotechnical investigation, aerial mapping, and Quality Level B SUE investigations will be incorporated into the Preliminary Engineering Report.

Exclusions

1. Separate technical memoranda or engineering reports are not included.
2. Easement valuations and acquisition assistance is excluded
3. Design, Permitting, and Construction Related Services are not included in Phase 1 and will be added by a future amendment.

Schedule

The work shall be completed approximately 160 days from NTP, and shall generally follow the schedule presented in the following table. The Draft PER Workshop review dates will be agreed upon by the representative of the Owner and the Engineer, with the Final PER delivered approximately one month from the Draft PER Workshop.

Task	Duration	Start	End
NTP	0	8/4/2026	8/4/2026
Property Notifications	30	8/5/2026	9/4/2026
Tank Site Eval./Hydr. Modeling	64	8/5/2026	10/8/2026
Trans. Routing/Hydr. Modeling	64	8/5/2026	10/8/2026
Field Investigations	62	9/4/2026	11/5/2026
Draft PER	56	10/8/2026	12/3/2026
PER Review Workshops	4	12/3/2026	12/7/2026
Final PER	35	12/4/2026	1/8/2027

Fee

Task		Cost Ceiling
100	Project Management, Meetings, and Quality Control	$ 75,180
200	Elevated Storage Tank Preliminary Engineering	$ 92,460
300	Transmission Main Preliminary Engineering and Routing Evaluation	$ 83,600
400	Hydraulic Modeling	$ 46,620
500	Field Investigations	$125,360
600	Preliminary Engineering Report	$ 80,300
	Total	**$503,520**

		Hazen		Kimley-Horn		TOTAL			
		Subtotal	Project Costs	Subtotal	Project Costs	Total	Project Costs		
Task	Description	Hours	Total	Hours	Total w/ Markup	Hours	Labor	Expenses/ ODCs	Total
Task 100	Project Management	218	$ 59,180	51	$ 16,005	**269**	**$ 75,080**	**$ 100**	**$ 75,180**
Task 200	Elevated Storage Tank Preliminary Engineering	354	$ 75,550	66	$ 16,918	**420**	**$ 92,160**	**$ 300**	**$ 92,460**
Task 300	Transmission Main Preliminary Engineering and Routing Evaluation	307	$ 58,530	94	$ 25,060	**401**	**$ 83,200**	**$ 400**	**$ 83,600**
Task 400	Hydraulic Modeling	200	$ 46,620	0	$ -	**200**	**$ 46,620**	**$ -**	**$ 46,620**
Task 500	Field Investigations	28	$ 4,360	0	$ -	**28**	**$ 4,360**	**$ 121,000**	**$ 125,360**
Task 600	Preliminary Engineering Report	352	$ 71,040	38	$ 9,262	**390**	**$ 80,100**	**$ 200**	**$ 80,300**
	Total	1459	$ 315,280	249	$ 67,245	**$ 1,708**	**$ 381,520**	**$ 122,000**	**$ 503,520**

		Hazen															Kimley-Horn					TOTAL			
		Vice President	Associate Vice President	Senior Associate	Principal Engineer	GIS Analyst	Designer	Assistant Engineer II	Assistant Engineer I	Administrator	Subtotal	Project Costs			P6	P4	P3	P2	Subtotal	Project Costs			Total	Project Costs		
Task	Description	$ 340.00	$ 315.00	$ 290.00	$ 200.00	$ 155.00	$ 170.00	$ 180.00	$ 140.00	$ 120.00	Hours	Labor	Expenses/ ODCs	Total	$ 290.00	$ 210.00	$ 195.00	$ 180.00	Hours	Labor	Expenses/ ODCs	Total	Total w/ Markup	Hours	Labor	Expenses/ ODCs	Total
Task 100	**Project Management**	**8**	**56**	**100**	**0**	**0**	**0**	**54**	**0**	**0**	**218**	**$ 59,080**	**$ 100**	**$ 59,180**	**48**	**3**	**0**	**0**	**51**	**$ 14,550**	**$ -**	**$ 14,550**	**$ 16,005**	**269**	**$ 75,080**	**$ 100**	**$ 75,180**
	Project Initiation			12							12	$ 3,480	$ -	$ 3,480	8				8	$ 2,320		$ 2,320	$ 2,552	20	$ 6,030	$ -	$ 6,030
	Kick-off Meeting		4	16				16			36	$ 8,780	$ 100	$ 8,880	8				8	$ 2,320		$ 2,320	$ 2,552	44	$ 11,330	$ 100	$ 11,430
	Monthly Progress Meetings		12	24				30			66	$ 16,140	$ -	$ 16,140	6	3			9	$ 2,370		$ 2,370	$ 2,607	75	$ 18,750	$ -	$ 18,750
	Project Management			24							24	$ 6,960	$ -	$ 6,960	16				16	$ 4,640		$ 4,640	$ 5,104	40	$ 12,060	$ -	$ 12,060
	Scheduling and Subconsultant Coordination			24				8			32	$ 8,400	$ -	$ 8,400						$ -		$ -	$ -	32	$ 8,400	$ -	$ 8,400
	QA/QC (Model/Tank/Transmission/Draft PER)	8	40								48	$ 15,320	$ -	$ 15,320	10				10	$ 2,900		$ 2,900	$ 3,190	58	$ 18,510	$ -	$ 18,510
Task 200	**Elevated Storage Tank Preliminary Engineering**	**2**	**26**	**78**	**66**	**80**	**20**	**82**	**0**	**0**	**354**	**$ 75,250**	**$ 300**	**$ 75,550**	**28**	**10**	**8**	**20**	**66**	**$ 15,380**	**$ -**	**$ 15,380**	**$ 16,918**	**420**	**$ 92,160**	**$ 300**	**$ 92,460**
	Stakeholder Meetings (up to 3)		6	12				36			54	$ 11,850	$ 300	$ 12,150					0	$ -		$ -	$ -	54	$ 11,850	$ 300	$ 12,150
	Development Services (setback requirements)		2	8		8		8			26	$ 5,630	$ -	$ 5,630	4		8		12	$ 2,720		$ 2,720	$ 2,992	38	$ 8,620	$ -	$ 8,620
	Site Evaluations (Up to 5)		10	20	30	40		10			110	$ 22,950	$ -	$ 22,950	20	4		20	44	$ 10,240		$ 10,240	$ 11,264	154	$ 34,210	$ -	$ 34,210
	Preferred Site Conceptual Site Layout	2	4	16	12	32		8			74	$ 15,380	$ -	$ 15,380	4	6			10	$ 2,420		$ 2,420	$ 2,662	84	$ 18,040	$ -	$ 18,040
	Tank Design Preferences		4	16	24						44	$ 10,700	$ -	$ 10,700					0	$ -		$ -	$ -	44	$ 10,700	$ -	$ 10,700
	Tank Rendering			2			20	4			26	$ 4,700	$ -	$ 4,700					0	$ -		$ -	$ -	26	$ 4,700	$ -	$ 4,700
	Permitting Requirements			4				16			20	$ 4,040	$ -	$ 4,040					0	$ -		$ -	$ -	20	$ 4,040	$ -	$ 4,040
Task 300	**Transmission Main Preliminary Engineering and Routing Evaluation**	**1**	**6**	**78**	**24**	**64**	**0**	**0**	**134**	**0**	**307**	**$ 58,330**	**$ 200**	**$ 58,530**	**44**	**28**	**0**	**22**	**94**	**$ 22,600**	**$ 200**	**$ 22,800**	**$ 25,060**	**401**	**$ 83,200**	**$ 400**	**$ 83,600**
	NC DOT Coordination (up to 2 meetings)		0	12							12	$ 3,480	$ 200	$ 3,680	24	12		10	46	$ 11,280	$ 200	$ 11,480	$ 12,608	58	$ 15,890	$ 400	$ 16,290
	Desktop Survey & Records Research		2	8		24			20		54	$ 9,470	$ -	$ 9,470	6	12		12	30	$ 6,420		$ 6,420	$ 7,062	84	$ 16,530	$ -	$ 16,530
	Connection Recommendations	1	2	2					6		11	$ 2,390	$ -	$ 2,390	8	4			12	$ 3,160		$ 3,160	$ 3,476	23	$ 5,870	$ -	$ 5,870
	Preliminary Site Review of identified routes & GIS			32		40			60		132	$ 23,880	$ -	$ 23,880	4				4	$ 1,160		$ 1,160	$ 1,276	136	$ 25,160	$ -	$ 25,160
	Prelim. Trenchless Review		2	4	24				12		42	$ 8,270	$ -	$ 8,270					0	$ -		$ -	$ -	42	$ 8,270	$ -	$ 8,270
	Easement Review			4					24		28	$ 4,520	$ -	$ 4,520	2				2	$ 580		$ 580	$ 638	30	$ 5,160	$ -	$ 5,160
	Route Comparison			16					12		28	$ 6,320	$ -	$ 6,320					0	$ -		$ -	$ -	28	$ 6,320	$ -	$ 6,320
Task 400	**Hydraulic Modeling**	**0**	**20**	**72**	**0**	**0**	**0**	**108**	**0**	**0**	**200**	**$ 46,620**	**$ -**	**$ 46,620**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**200**	**$ 46,620**	**$ -**	**$ 46,620**
	Hydraulic Modeling		12	48				68			128	$ 29,940	$ -	$ 29,940					0	$ -		$ -	$ -	128	$ 29,940	$ -	$ 29,940
	Review of 2026 Industrial AMI data (Fuji, Sequirus, & Amgen)		4	12				24			40	$ 9,060	$ -	$ 9,060					0	$ -		$ -	$ -	40	$ 9,060	$ -	$ 9,060
	Master Plan Review and Sizing Recommendation		4	12				16			32	$ 7,620	$ -	$ 7,620					0	$ -		$ -	$ -	32	$ 7,620	$ -	$ 7,620
Task 500	**Field Investigations**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**16**	**8**	**28**	**$ 4,360**	**$ -**	**$ 4,360**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**28**	**$ 4,360**	**$ 121,000**	**$ 125,360**
	Draft and mail notification letters			4					16	8	28	$ 4,360	$ -	$ 4,360					0	$ -		$ -	$ -	28	$ 4,360	$ -	$ 4,360
	Limited utility location										0	$ -	$ -	$ -					0	$ -		$ -	$ -	0	$ -	$ 24,200	$ 24,200
	Limited geotechnical investigation										0	$ -	$ -	$ -					0	$ -		$ -	$ -	0	$ -	$ 38,500	$ 38,500
	Design level aerial topographic mapping										0	$ -	$ -	$ -					0	$ -		$ -	$ -	0	$ -	$ 58,300	$ 58,300
Task 600	**Preliminary Engineering Report**	**4**	**32**	**48**	**76**	**24**	**0**	**76**	**92**	**0**	**352**	**$ 70,840**	**$ 200**	**$ 71,040**	**10**	**14**	**4**	**10**	**38**	**$ 8,420**	**$ -**	**$ 8,420**	**$ 9,262**	**390**	**$ 80,100**	**$ 200**	**$ 80,300**
	Cost Estimates (TM and EST)		2	6	12			12	12		44	$ 8,610	$ -	$ 8,610					0	$ -		$ -	$ -	44	$ 8,610	$ -	$ 8,610
	Develop schedule (design and construction)		4	6	8				8		26	$ 5,720	$ -	$ 5,720					0	$ -		$ -	$ -	26	$ 5,720	$ -	$ 5,720
	Draft PER	4	16	24	32	12		40	48		176	$ 35,540	$ -	$ 35,540	4	10		10	24	$ 5,060		$ 5,060	$ 5,566	200	$ 41,110	$ -	$ 41,110
	PER Workshops		8	8	16	4		12	12		60	$ 12,500	$ 200	$ 12,700	4		4		8	$ 1,940		$ 1,940	$ 2,134	68	$ 14,630	$ 200	$ 14,830
	Final PER		2	4	8	8		12	12		46	$ 8,470	$ -	$ 8,470	2	4			6	$ 1,420		$ 1,420	$ 1,562	52	$ 10,030	$ -	$ 10,030
	Total	**15**	**140**	**380**	**166**	**168**	**20**	**320**	**242**	**8**	**1459**	**$ 314,480**	**$ 800**	**$ 315,280**	**130**	**55**	**12**	**52**	**249**	**$ 60,950**	**$ 200**	**$ 61,150**	**$ 67,245**	**$ 1,708**	**$ 381,520**	**$ 122,000**	**$ 503,520**

EXHIBIT B

_____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

___**X**_____ **Certificate of Insurance attached**

COI Expires: ____3/29/2027____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER A : Continental Casualty Company (CNA) A+, XV	20443
	INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
	INSURER C : Continental Insurance Company A+ (XV)	35289
	INSURER D : American Casualty Co of Reading, PA A(XV)	20427
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7036845683	3/29/2026	3/29/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7036845635	3/29/2026	3/29/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) **DEDUCTIBLE**	$ 1,000,000 $ $ $ $ 1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7036845649	3/29/2026	3/29/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7036845652	3/29/2026	3/29/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab.			AEH008231489	3/29/2026	3/29/2027	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ALL PROJECTS/OPERATIONS

Town of Holly Springs, NC is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and
Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Town of Holly Springs, NC
128 S Main Street
Post Office Box 8
Holly Springs, NC 27540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: HAZE&SA-01 EROCKER

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, _____(the individual attesting below), being duly authorized by and on behalf of _____ (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____
b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated:_____

Signature of Affiant: _____

Print or Type Name: _____

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Public Hearings
Title: Rezoning 22-REZ-02 Meridian at Sunset Commons and Development Agreement - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Cheryl Caines, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Legislative Public Hearing.
- Adopt Ordinance RZ26-05 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve / deny / defer rezoning 22-REZ-02 Meridian at Sunset Commons Rezoning from NMX - Neighborhood Mixed Use to MXR-CD Mixed Use Residential Conditional Zoning District.
- Approve / deny / defer Development Agreement.

Explanation:

- The Town has received a Conditional District Rezoning request to rezone 30.57 acres at 4950 Optimist Farm Rd. from NMX - Neighborhood Mixed-Use to MXR-CD Mixed-Use Residential Conditional Zoning District for an apartment development at 15 units/acre (± 458 units).
- The 30.57 acres to be rezoned is part of a larger 34.31 acre site. The remaining 3.74 acres will retain the existing NMX zoning.
- The site is located within the NE Gateway Master Plan area and is designated Mixed-Use Center on the Future Land Use Map of the Comprehensive Plan. The proposed apartments bring a new housing choice to the area with multi-modal connections to adjacent commercial areas.
- The Rezoning application was submitted prior to the effective date of the current 2022 Unified Development Ordinance (UDO), which allows the applicant Permit Choice under NC General Statutes. While the applicant has modified the request to be more consistent with the current UDO standards and Conditional Zoning District (CD) process, they retain the allowances outlined in the Conditional Use (CU) zoning process.
- This Rezoning case follows the legislative review process in place prior to the 2024 Unified Development Ordinance amendment that changed the timing of the public hearing to be prior to the Planning Board review and recommendation. The public hearing is being held on July 21, 2026 following the June 23, 2026 Planning Board meeting and Town Council will consider the rezoning request and associated Development Agreement.
- The project has an associated Development Agreement that includes provisions for a phased approach to permitting and development based on milestones for the provision of adequate sanitary sewer improvements, the deferral of Optimist Farm Road frontage improvements until future development of that portion of the site that remains NMX

zoning, greenway connections, and the dedication of land or fee-in-lieu for Parks and Recreation Land Dedication.

Staff Recommendation: Approve Rezoning & Development Agreement.

Planning Board Recommendation: Approve (8-0) [1 absent] A summary of the Planning Board discussion is in the staff report. (Note: this Report is a separate attachment from the Staff Report).

Background:

- This application was made prior to the effective date of the current 2022 Unified Development Ordinance (UDO). While the applicant has requested a Conditional Use Rezoning (CU) process under the previous UDO, the 2022 UDO does not contain provisions for CU applications. This type of zoning was changed in the 2022 UDO to the current Conditional Zoning District (CD) process. The applicant has modified the proposal materials to be more consistent with the CD process, such as providing a concept plan and Design Manual, while retaining the allowances outlined in the CU zoning process in place at the time of the application.
- The site is located within the Northeast Gateway Master Plan area, which defines land uses, densities, road connections, design standard, and improvements needed to create a unique gateway center around the NC-540 interchange.
- This application was made prior to the adoption of the Northeast Gateway Master Plan and Water Resource Management Policy.

Funding Source(s):
N/A

Attachment(s):
1. 22REZ02_MeridianSunsetCommons_TCStffRpt_072126
2. 22REZ02_MeridianSunsetCommons_PBActionReport
3. 22REZ02_MeridianSunsetCommons_Ordinance
4. 22REZ02_MeridianSunsetCommons_WCPSSLtr
5. 22REZ02_MeridianSunsetCommons_Petition
6. 25REZ02_Meridian Sunset Commons_Plans
7. 25REZ02_MeridianSunsetCommons_DesignManual
8. 22REZ02_DevelopmentAgreement_TCDraft

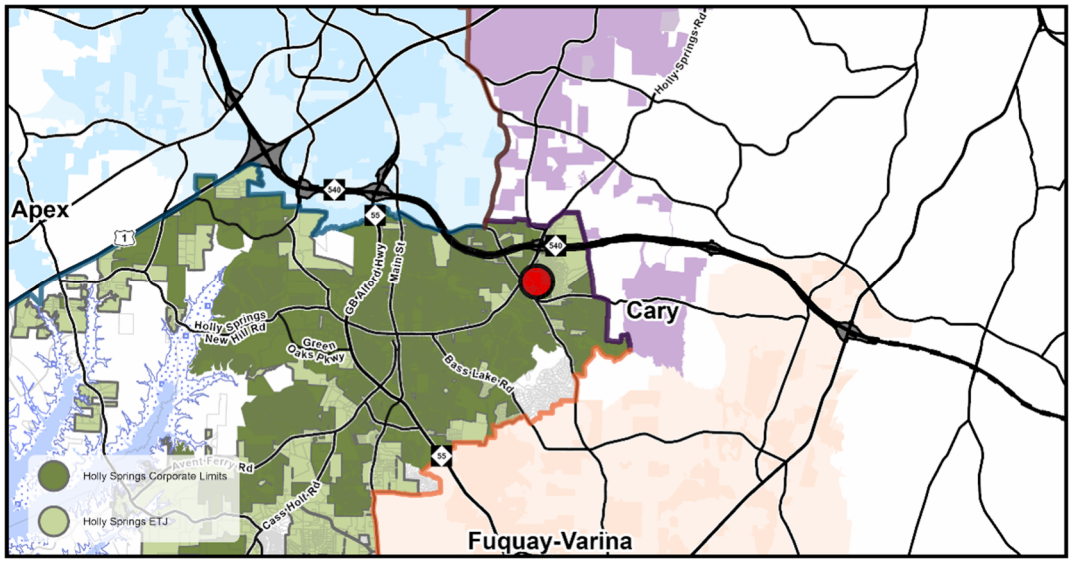
Project Type: Zoning Map Amendment (Rezoning)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Jason Barron, Morningstar Law Group on behalf of Northview Partners

Property Address: 4950 Optimist Farm Rd.

Property Area: 30.57 ac. *
*portion of a 34.31-acre parcel



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

Project Summary:

A rezoning of 30.57 acres located at 4950 Optimist Farm Rd. from NMX – Neighborhood Mixed-Use to MXR-CD – Mixed-Use Residential – Conditional Zoning District for an apartment development at 15 units/acre (± 450 units) and the completion of the Lassiter Road connection between Sunset Lake Road and Holly Springs Road.

Requested Action:

Legislative Decision: The Town Council must hold a legislative public hearing to receive public comments regarding the proposal and 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 9
Parks, Recreation, & Greenways Information	Page 12
Community Facilities Information	Page 13
Utility & Infrastructure Information	Page 14
Natural Resources & Open Space Information	Page 16
Conditional Zoning District Information	Page 17
Decision-Making Information	Page 21

Case Summary

Current Zoning:
NMX Neighborhood Mixed-Use
☐ Conditional Zoning District

Proposed Zoning:
MXR Mixed-Use Residential
☒ Conditional Zoning District



Aerial Photograph

Growth Strategy Map:
Places to Transform

Small Area Plan Designation:
Northeast Gateway Master Plan

Future Land Use Plan Designation:
Mixed-Use Center

Staff Analysis:

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

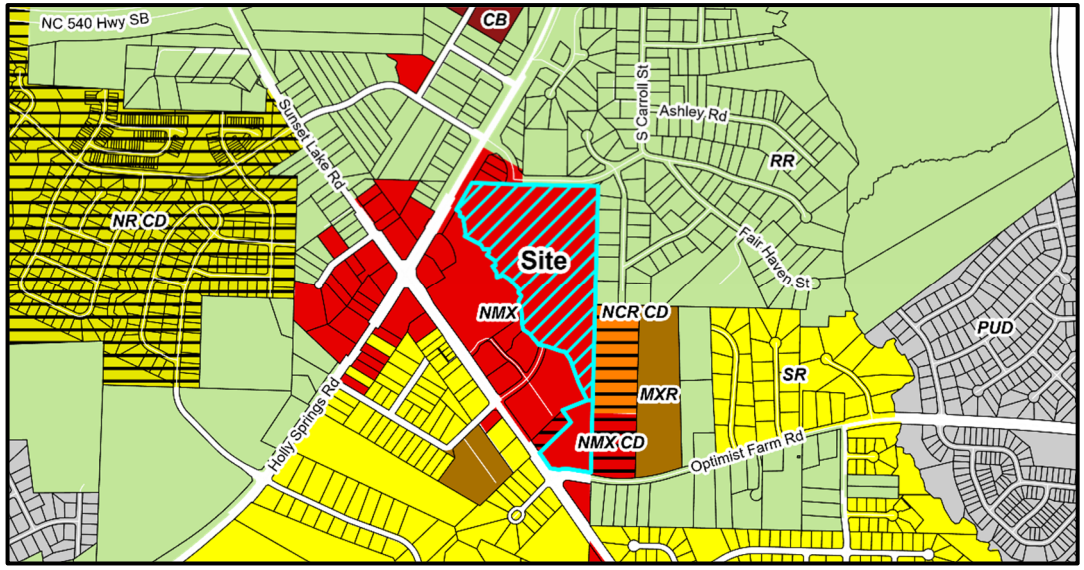
The NE Gateway Master Plan (Plan) was adopted in 2022 to identify the mix and intensity of uses, infrastructure improvements, and community character elements needed to transform the area around NC 540 into a regional center and unique Holly Springs gateway. Due to the anticipated densities of the area, the Plan emphasizes the importance of multi-modal travel networks, development that is complementary to existing uses, various housing choices for existing and future residents, transitions between differing uses, public spaces that encourage social interaction, and buildings that create a unique identity. The proposed Conditional Zoning District begins the implementation of the Plan. It introduces a different housing choice into the NE Gateway within walking distance of existing retail and services and proposes standards to create the transition between apartments and existing single-family to the east. The extension of the greenway and Lassiter Road through the site builds upon the existing transportation networks to provide multiple ways of getting around the area. A potential public amenity (or Parks fee-in-lieu) will create outdoor gathering space for those in the community. The proposed design standards related to building/parking placement, architectural interest, and potential Lassiter on-street parking will create a pedestrian friendly environment along the streetscape.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0669170766	NMX	34.31 ac.
	Total Area	34.31 ac.*

*Only 30.57 acres to be rezoned (hatched area)



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	NMX	Vacant
North	NMX, RR	Vacant, Mobile Home Park
South	NMX	Vacant
East	NMX, NCR-CD, RR	Vacant, Mobile Home Park
West	NMX	Commercial (Sunset Lake Commons)

Parcel Rezoning History

Rezoning Number: 96-R-14
Original Zoning: I-1
Approved Zoning: C-1
Approval Date: 1/21/1997

Rezoning Number: 22-REZ-01 (Zoning Reassignment)
Original Zoning: LB
Approved Zoning: NMX
Approval Date: 3/1/2022

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Transform

Future Land Use: Mixed-Use Center
Natural Area

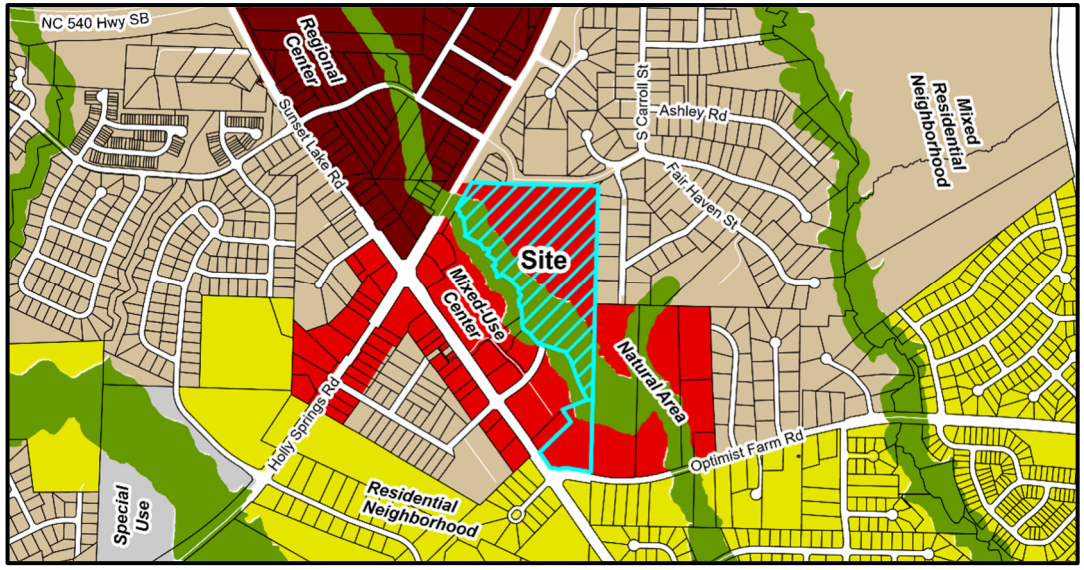
Small Area Plan: Northeast Gateway Master Plan

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 Transform
Specific focus areas in Holly Springs provide opportunities to grow and transform in the future. These areas will evolve over time in terms of land use mix, density and intensity, home choices, and transportation options. These are the areas where the Town should emphasize public and private investment — increasing allowable densities and intensities, adding infrastructure capacity, improving access from nearby neighborhoods, investing in the public realm, and encouraging private investment — to diversify the Town's development strategy and support continued growth and economic prosperity in the future. Some areas identified to transform over time will require redevelopment of existing suburban shopping centers or infill development in the Downtown Village District.

Growth Strategy Map: Places to 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 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, viable travel corridors for walking and biking.

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 buildings. Residential units of 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. 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.

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.

Key Characteristics Include:

- Parking between the street and the building should be limited.
- Provide 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.
- Grading of topography and clearing of vegetation may be necessary to achieve the higher density and compact development desired in the center.
- Front setbacks are variable, but in new development should be as small as possible.
- Multi-dwelling housing should be stacked over ground floor retail in the core or interspersed on small blocks so all buildings are within a short walking distance of a community green or non-residential uses.

Land Use & Character Information (cont.)

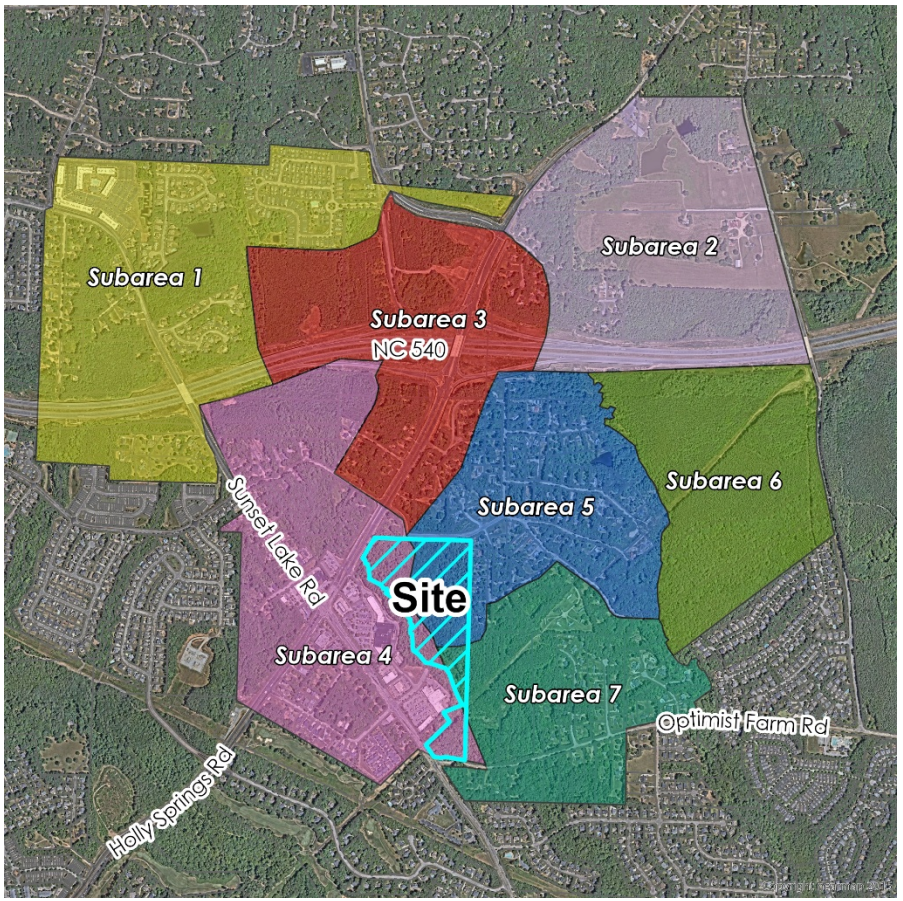
- Buildings should be 3 to 5 stories along the corridor but may be 2 to 3 stores in transitional areas.
- Sidewalks and bike facilities provide links to adjacent neighborhoods.

Future Land Use: Natural Area
Natural Areas are largely undeveloped and reserved for preservation and low-impact recreation (trails and greenways) because of their outstanding beauty, environmental features, or proximity to Harris Lake. Development should be sensitive to existing conditions.

Small Area Plan: Northeast Gateway Master Plan

The Northeast Gateway is the northeastern entrance into Holly Springs. Several key themes emerged about this area during plan development and outreach:

- Creating a distinct identity for the area building off the Town's identity
- Integrating a balanced mix of uses, housing types, and ample public gathering spaces
- Ensuring for adequate transitions between lower and higher density/intensity areas
- Managing traffic congestion
- Providing multi-modal connectivity
- Preserving open space and natural areas



The portion of the site to be rezoned lies within three Functional Subareas of the Northeast Gateway Master Plan. However, the portion within Subarea 7 is encumbered by a creek and buffer. The potential public amenity is within Subarea 4 and apartments within Subarea 5. The extension of Lassiter Road is generally the dividing line between Subareas 4 & 5 on the site.

- Subarea 4 Commercial Center – land around the intersection of Holly Springs Road and Sunset Lake Road, which is currently developed with primarily auto-oriented commercial uses. Future development in this Subarea should work to transform the area into a pedestrian-friendly environment with greater focus on how buildings, rather than parking lots, interact with the public right-of-way. Special consideration should be given to housing affordability in this area to minimize the displacement of current residents.

Land Use & Character Information (cont.)

- Subarea 5 Neighborhood Core – the heart of the Northeast Gateway, east of Holly Springs Road and south of NC 540. It currently comprises older detached dwellings and mobile homes. Future development should provide a transition between low density residential neighborhoods in Functional Subareas 6 and 7 and the high intensity uses planned in Functional Subareas 3 and 4.
- Subarea 7 Eastern Gateway - southeast portion of the Northeast Gateway and currently contains small residential subdivisions, large lot single family homes, and vacant land. Future development in this Functional Subarea should complement the existing residences and provide additional opportunities for shopping and dining within walking distance.

Design guidelines for the Northeast Gateway seek to create a unique district character that promotes walking and social interaction. They include:

- Buildings in apartment dwelling and mixed-use areas located at street corners should be sited to connect or anchor the corner with prominent architectural features and site treatments.
- Outdoor parking lots should be placed in the rear of the principal structure minimizing visual impacts on the streetscape and common areas.
- Buildings should be near property lines with walkways connected to parking lots, adjacent buildings, public gathering spaces like plazas, and sidewalks.
- Public and recreational spaces should prioritize pedestrian scale environments. Pedestrian movement and interaction should be a key design principle for the relationship between buildings and public gathering spaces with an emphasis on safety, convenience, quality, and accessibility.

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

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

Right-sizing Holly Springs for a successful future will be a careful balance between community character, available infrastructure, quality-of-life, and continued economic vitality. It demands a diversified development strategy that geographically organizes the community into places for preservation, enhancement, and transformation, which guides Town decision-making in a manner that is purposeful and reinforcing of the community's vision for future growth and conservation.

The Land Use & Character Plan designates specific focus areas in Holly Springs that 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. The area is within an "Area to Transform." In addition, transforming the NE Gateway into a pedestrian – oriented area where residents can walk/bike to commercial areas and parks is key to meeting the goals of the Northeast Gateway Master Plan. Developing this site will

begin to expand the mix of uses within the Sunset Lake Road/Holly Springs Road Mixed Use Center and provide more multi-modal connections between residential areas and the established commercial uses.

The proposed project meets several important Themes for Transforming Holly Springs and goals of the NE Gateway Master Plan:

- Establish Mixed-Use Activity Centers Throughout Holly Springs & Suburban Remix: The proposal brings more residents within walking distance of the existing commercial uses in the Mixed-Use Center (Northeast Gateway Master Plan Subarea 4).
- Transitions: The proposal includes larger apartments buildings along Lassiter Road and smaller, carriage-style apartment buildings adjacent to existing lower density, mixed residential areas to the north and east as envisioned by the Northeast Gateway Plan Subarea 5. A larger, more opaque buffer and reduced maximum building height is proposed along the eastern boundary to create a transition to existing, lower density housing.
- Increase Home & Neighborhood Choices in Holly Springs: Apartments are proposed within the development which introduces more housing choices within this area that is mostly a commercial shopping area surrounded by single-family homes. These additional units bring new residents to the community and further activate the Mixed-Use Center.
- More Transportation-Land Use Coordination in the Community: The proposed development includes the extension of Lassiter Road through the site (completing the connection between Holly Springs Road and Sunset Lake Road), a greenway extension, and public sidewalks along Lassiter. This allows residents and area visitors to walk and bike to shopping, dining, services, and parks rather than relying on automobile travel.
- Buildings will be located along the Lassiter Road frontage to create a more pedestrian friendly streetscape.

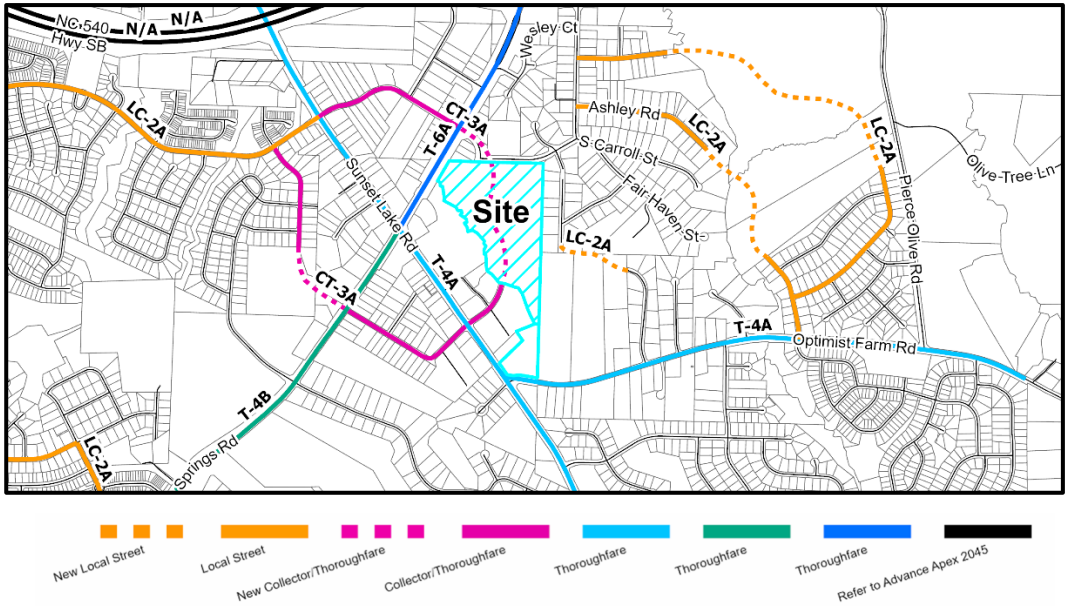
The proposal supports the "Areas to Transform," the Comprehensive Plan and the NE Gateway Master Plan by adding an additional housing choice within walking distance of commercial uses, providing bike/pedestrian facilities that improve access from nearby neighborhoods, and potentially creating an amenity space for residents and visitors to gather. Staff find that the proposed rezoning, including the land uses, density, and pedestrian connectivity to be largely consistent with this goal.

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 frontages of Holly Springs, Sunset Lake, and Optimist Farm Roads to meet ½ of the ultimate cross section, which is a 4-lane median-divided thoroughfare with a 10' sidepath for Sunset Lake Rd and Optimist Farm Rd and a 6-lane median divided thoroughfare for Holly Springs Rd. Holly Springs Rd was completed previously as part of an NCDOT project. The applicant has requested, through the proposed Development Agreement, to not complete the widening for Optimist Farm Rd and Sunset Lake Rd. These improvements would therefore need to be completed with a future project and is therefore not included as part of this development.

New Location Roadways:

Per the Comprehensive Transportation Plan, the development is proposing to extend Lassiter Rd to complete the northeastern loop. The Lassiter Rd extension is the proposed north-south spine road throughout the site. Per the UDO, the applicant is required to provide a street or private drive stub to each adjacent property for enhanced connectivity; however, through the proposed Development Agreement, the applicant is requesting to only provide an access easement to allow connection from the adjacent property when it develops in the future.

Hotspot/Safety Study Location:

There are no Hotspot or Safety Studies impacting this property.

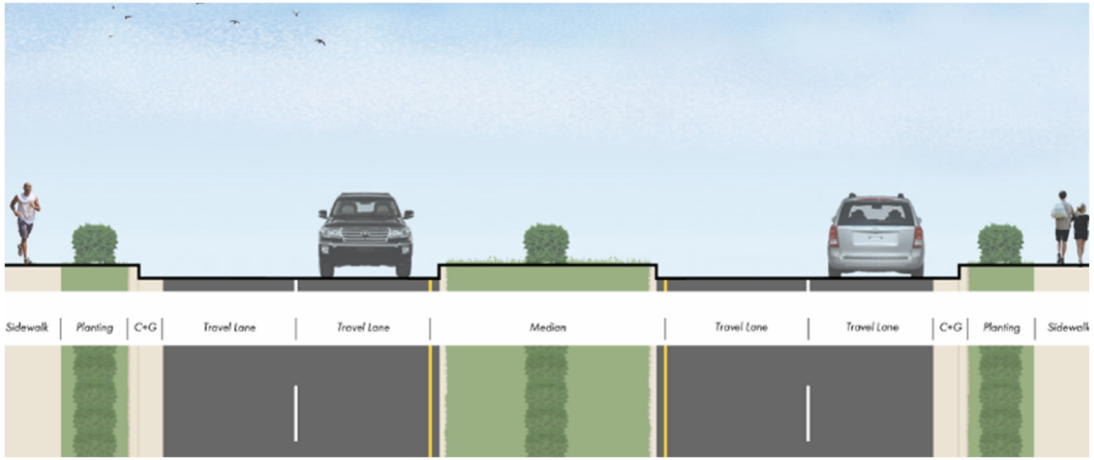
Improvement Prioritization: n/a

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 this rezoning petition. This development will be required to adhere to and construct all recommended improvements within the approved TIA as follows:

Holly Springs Rd and Site Access 1

- Construct the proposed access with at least one ingress and one egress lane that is restricted to right-in/ right-out.

Holly Springs Rd and Lockley Rd/ Lassiter Extension

- Restrict intersection to a leftover or reduced conflict intersection (RCI).
- Extend Lassiter Road from the existing termini at both Holly Springs Road and Sunset Lake Road to provide connection between the two facilities.

Other Improvements in the Area

- Holly Springs Rd Widening East Project – Completed by Town of Holly Springs
- I-540 Project – Completed by NCDOT
- Sunset Lake Rd – Approved and Pending Construction by NCDOT

Transportation Staff Analysis:

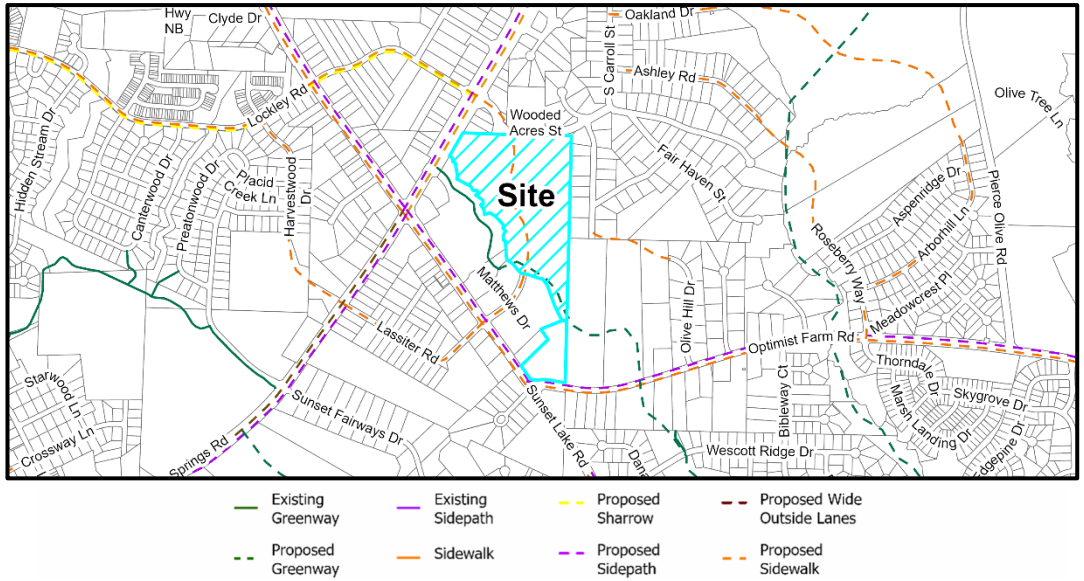
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Comprehensive Transportation Plan/Ordinances

The Traffic Study and associated mitigation improvements are consistent with the proposed CTP extension of Lassiter Rd is consistent with the Town's Comprehensive Transportation Plan. Through the terms proposed with the Development Agreement, the applicant is requesting to modify two standards; 1) provide an access easement to allow connection from the adjacent property when it develops in the future in lieu of providing a physical stub; and 2) to complete the ultimate section widening for Optimist Farm Rd and Sunset Lake Rd with a later project and therefore not required as part of this development.

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 Parks, Recreation and Greenways Master Plan shows a Greenway tracking north-south parallel to Sunset Lake Rd.

Parks, Recreation, & Greenways Summary

The site parcel is located within a park search area. In addition to on-site private amenities, a potential 0.45 acre public amenity is proposed on the south side of Lassiter Road to include at least three of the following elements: playground, public art, benches, gazebo, plaza, fountains. A greenway is shown connecting the existing greenway stub in Sunset Lake Commons to the Eastern property line. A portion of the greenway is shown running through tree preservation/conservation open space area, which is allowed by the UDO.

Parks, Recreation, & Greenways Staff Analysis:

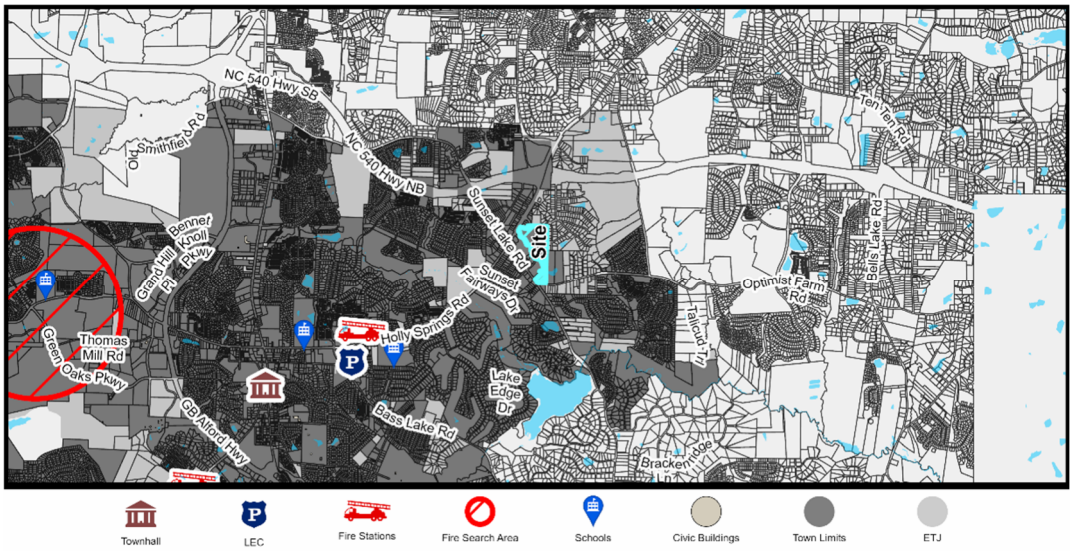
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The Parks, Recreation, and Greenways Master Plan show the site is located within a park search area and include a greenway. The proposal includes extension of the existing greenway through the site and potential public amenity. The applicant will continue to coordinate amenity design with the Town to ensure it meets public land dedication requirements of the UDO or pay a fee-in-lieu of parkland dedication.

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

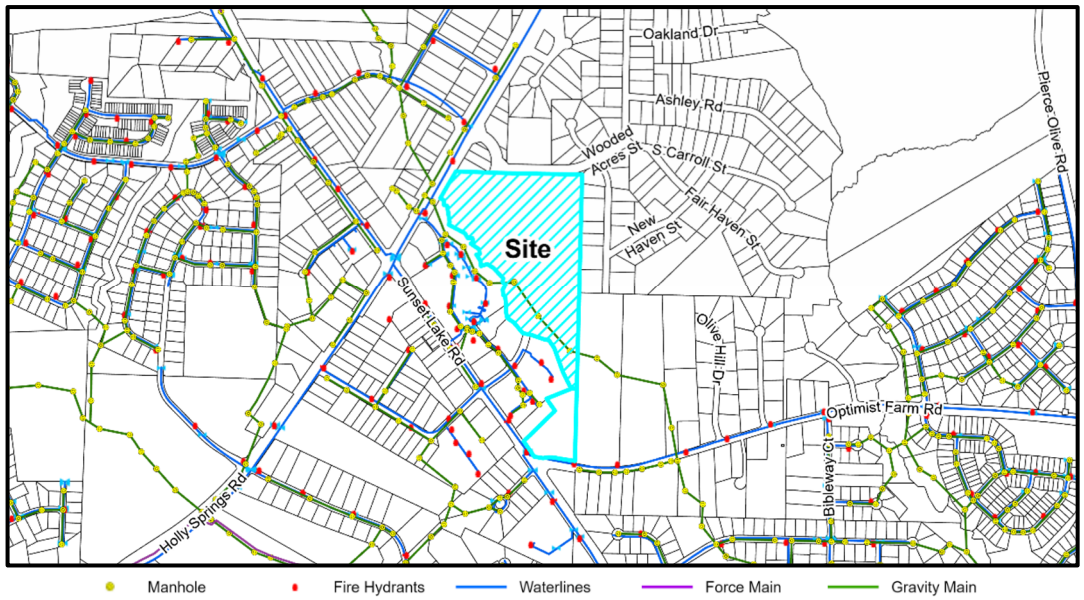
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map under which this project was submitted. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System for their facility planning.

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:

Existing public water infrastructure is located within Holly Springs and Lassiter Roads to the south. The project proposes to tie to and extend Town water facilities throughout the site to serve the proposed development. The UDO requires projects to stub adjacent parcels with water, and through the proposed Development Agreement, the applicant is currently requesting to provide a utility easement to adjacent properties in lieu of constructing the waterline stub.

Sanitary Sewer:

Existing public sanitary sewer crosses the property. The project proposes an extension of the gravity sewer network ultimately draining to the existing Middle Creek and Sunset Ridge Pump Stations in series. A downstream sewer study was completed with consideration of the East Side Sewer Study and the conclusions and recommendations in the report indicate the need for improvements downstream at the Middle Creek and Sunset Ridge Pump Stations, as well as the design and construction of the new Eastern Regional Pump Station. Within the Development Agreement request, the developer commits to providing an updated pump station and sewer study and acknowledges they will be unable to develop this property until after the sewer solution has been realized.

Reclaim:

This project site is outside of the Town's reclaimed 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 was originally submitted prior to July 1, 2023 and is therefore not subject to the Water Resource Management Policy.

Infrastructure & Utility Staff Analysis:

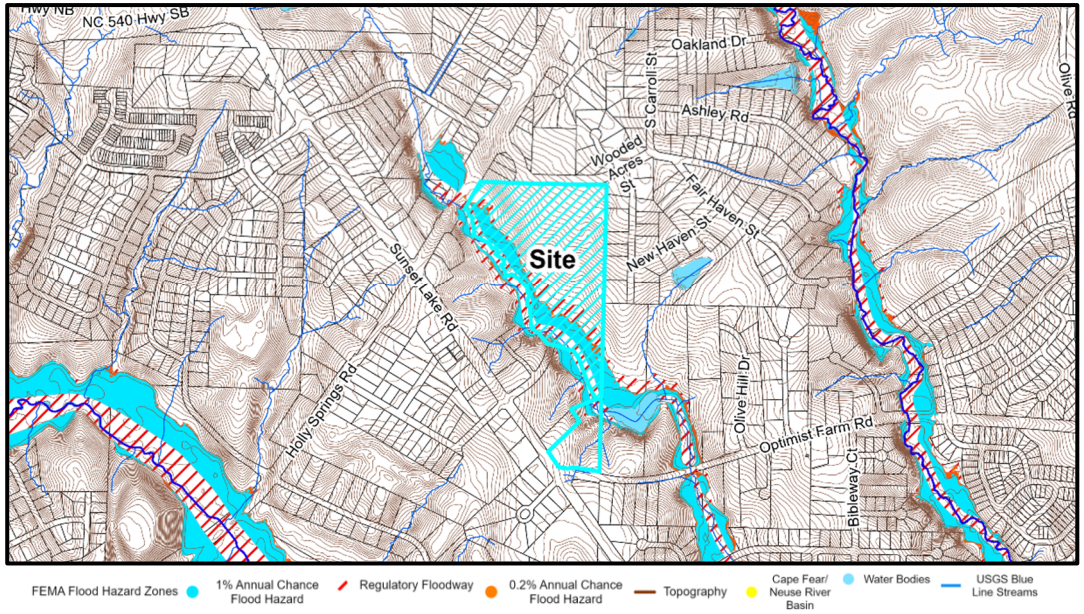
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed extensions onsite for water and sanitary sewer are consistent with the UDO. The developer has committed within the accompanying Development Agreement to assist with the design of the future Eastern Regional Pump Station necessary to support this development. Additionally, the UDO requires projects to stub adjacent parcels with water, and through the proposed Development Agreement, the applicant is currently requesting to provide a utility easement to adjacent properties in lieu of constructing the waterline stub.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**15% or 4.59 ac.**
Tree Preservation Area	10% or 3.06 ac.
Active Recreation Area	5% or 1.53 ac.
Urban Civic Space	N/A
Flexible Space	N/A



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The project is proposing 6 ac. open space split between tree preservation area and active recreation area. The project does not specify how much of each type of open space will be provided, but on-site amenities will include a pool, clubhouse, and working spaces.

Stormwater:

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

Natural Resources & Open Space Staff Analysis:

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

Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval. This has been designed in a way to minimize impacts to the existing environmental features. A mix of public and private open space and a greenway connection is proposed with future development.

Conditional Zoning District Standards Information

Unified Development Ordinance

The application was made prior to the effective date of the current 2022 Unified Development Ordinance (UDO). While the applicant has requested a Conditional Use Zoning (CU), the 2022 UDO does not contain provisions for CU applications. This type of zoning was modified to the current Conditional Zoning District (CD) process. The application materials have been modified to be more consistent with the current CD process, such as a concept plan and Design Manual, while retaining the allowances outlined in the CU zoning process in place at the time of application. The proposed conditions include adherence to the development standards of the 2022 Unified Development Ordinance except as modified.

Conditional Zoning Districts (CD) create certainty with proposed development by being tied to an approved plan. They allow the applicant to propose conditions or modified standards to address site specific characteristics or community feedback and propose higher quality, innovative and sustainable development. The application shall also demonstrate sufficient benefits to the general public.

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
Maximum Gross Density (Units/Acre)	15 units/acre	15 units/acre

Building Height	UDO Standard	Proposed Standard
Maximum Building Height	60' with Conditional District Rezoning,	60' max. primary structure 30' max. accessory structure

	Buildings within 60' of the eastern boundary may not exceed 35' in height	

Permitted Uses (UDO Section 3):

	UDO Standard	Proposed Standard
Allowed Uses	Apartments, townhomes, and detached units Personal Services/Retail Restaurants Office Childcare Center Others per UDO	Apartment Dwellings Outdoor Recreation Facility (<50 acres)

Landscaping (UDO Section 5):

Perimeter Buffer	UDO Standard	Proposed Standard
Required Buffer	North: 5' Type A & 10' Type B South: 5' Type A East: 5' Type A & 10' Type B West: 5' Type A	North: 5' Type A & 10' Type B South: None East: 25' Type C West: 5' Type A & 10' Type B

Parking (UDO Section 6):

	UDO Standard	Proposed Standard
Vehicle Parking Locations	Side and Rear Yard Only	Lassiter Road - no parking permitted between buildings and street. Wooded Acres Street – a single, double loaded aisle of parking between buildings and street.
EV Parking	EVSE-Ready includes provision of electrical panel capacity and raceway for future EV parking spaces and charging stations.	Provide raceway only; panel capacity provided at the time of future EV installation.

Building, Site and Subdivision Design (UDO Section 8):

	Proposed Standard
Building Design (modified UDO standards)	
Maximum Building Length	Maximum wall length of 150 ft for MXR does not apply.
Bulk & Massing	Wall offsets (projections or recesses) provided at a maximum spacing of 50' apart and such offsets shall be a minimum of 9 inches.
Finished Floor	Not required to meet the residential primary structures a minimum of 1.5' above the sidewalk

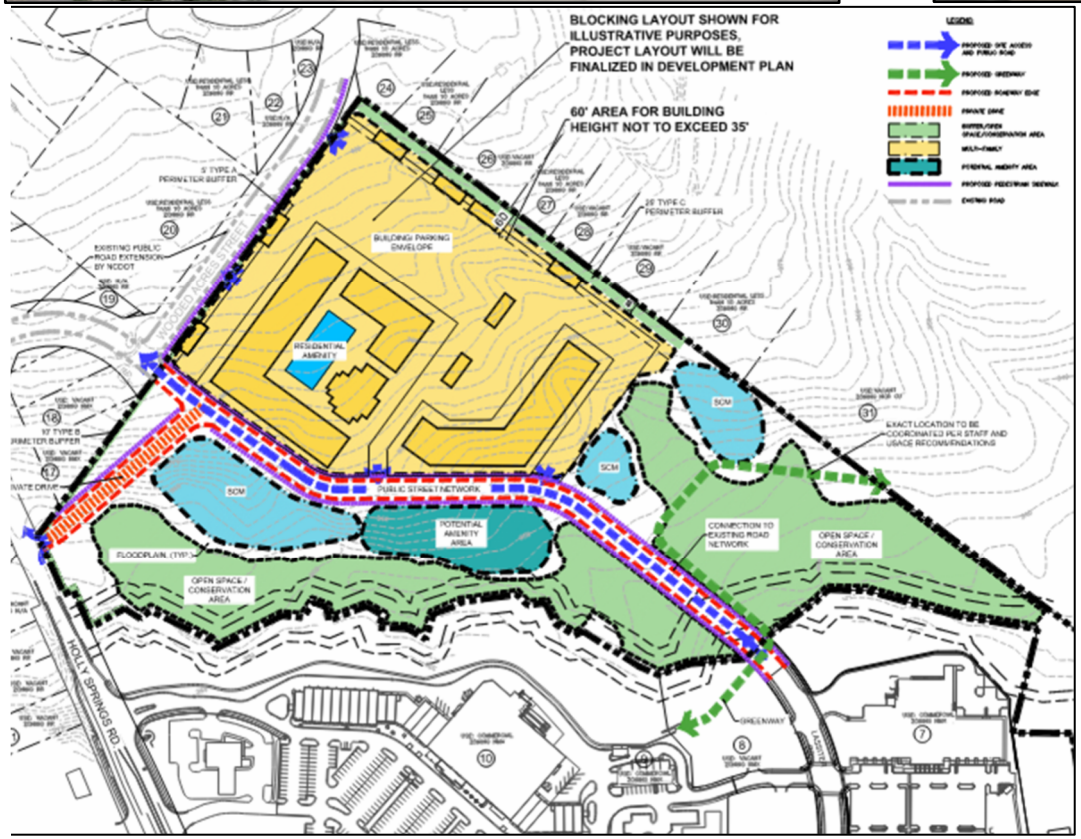
Additional Standards and Conditions:

- There shall be no requirement for multi-family dwellings to be stacked on top of non-residential uses.
- Except with respect to buildings containing residential dwellings stacked on top of garages (carriage style), buildings on the subject property containing dwelling units shall include elevator service.
- All apartment dwellings not in the carriage style buildings to have interior corridor access.
- Any buildings containing garages shall be situated on the property such that the garage access will face away from public streets or is internal to the site.
- Architectural treatments for facades of buildings containing residential dwellings shall be designed such that portions of the buildings facing public streets shall have the appearance of the front of the building.
- Buildings containing residential dwellings shall have a recessed entry door or awning.
- A minimum of 90% of the dwellings in buildings with elevator service shall have balconies or sunrooms.
- The primary roof of an apartment building (not including carriage buildings) shall incorporate either a low-pitch roof (equal to or less than a 4:12 pitch) or a flat roof with a parapet, this standard shall not apply to incidental roofs for gables, stoops, porches, or similar features.

Example Images from Design Manual







Site Design Highlights

- ± 458 units
- A new housing choice in the NE Gateway
- Multi-modal connectivity to existing commercial areas.
- Larger buffer and lower building heights to transition from lower density development
- Buildings oriented along Lassiter Road
- Extension of existing greenway
- Potential 0.45 acre public amenity space to include at least three of the following elements: public art, benches, gazebo, plaza, fountains or playground.

Conditional Zoning District Standards Staff Analysis

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

The project meets most of the base requirements of the 2022 UDO. Modified standards include limiting uses, eliminating the architectural bulk and massing standards that require variation in building facades, interior corridor access for units, and restricting parking between the building and the street along Lassiter Road (only allowing one double row along Wooded Acres Road). Additional standards have been proposed that include a lower height limitation and an increased buffer along the eastern boundary to transition to lower density residential, and architectural standards for pedestrian friendly streetscapes and a distinctive design. While overall consistent, there is concern that the proposed roofline standards will still allow for gable roofs and not flat roofs with parapets, resulting in a more suburban design that is not reflective of the NE Gateway design vision.

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 NE Gateway Master Plan (Plan) was adopted in 2022 to identify the mix and intensity of uses, infrastructure improvements, and community character elements needed to transform the area around the NC 540 into a regional center and unique Holly Springs gateway. Due to the anticipated densities of the area, the Plan emphasizes the importance of multi-modal travel networks, development that is complementary to existing uses, various housing types for existing and future residents, transitions between differing uses and housing types, and public spaces and buildings that create a unique identity and encourage social interaction. The proposed Conditional Zoning District begins the implementation of the Plan. It introduces a different housing choice into the NE Gateway within walking distance of retail and services and proposes standards to create the transition between apartments and existing single-family to the east. The extension of the greenway and Lassiter Road through the site builds upon the existing transportation networks to provide multiple ways of getting around the area and to commercial uses. A potential public amenity would create an outdoor gathering space for those using the greenway and living in or visiting the area.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Land Use Advisory Committee Discussion
The LUAC discussed the initial concept for this project on October 1, 2024.
Planning Board Representatives: Roger Bess
Town Council Representatives: Chris Deshazor
Summary of Discussion:

- A utility solution and improvement is essential to address issues in this area. Consider potential partnership to address the issue.
- Multi-modal transportation elements in this busy area of town are crucial.
- Site design and architecture is key (integrated amenity for mixed use appearance, interior loaded units with heavy fenestration, buildings placed near streets, on-street parking, prominent plaza or square, and structured parking).
- Concern with the density that is proposed.
- The smaller carriage house buildings are interesting but curious about how they will appear along the street frontage.
- Proposal provides a mixture of uses within the greater Mixed Use Center.
- Gateway elements are important since this is part of the NE Gateway. One idea is to make the stormwater pond into an amenity.
- Create community space with pedestrian access.
- Amenities are key for the workforce Holly Springs is attracting.
- Improve pedestrian connectivity to the commercial areas.
- Consider adding a commercial element to the proposal to make it mixed-use and more consistent with the Comprehensive Plan. Commercial doesn't have to be retail, it could be office or some other use that requires less passerby traffic.
- Consider impacts to existing neighborhoods. Ensure you're being a good neighbor through site design.
- Consider affordable housing with this project as well as ways to age in place.
- Pocket park or plaza is very important in this area.
- Include EV Level 3 charging stations.

- Concern with single entrance and exit to this area (Lassiter Road)

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: 2/28/2024
Summary of Issues:

- Questions on the types of uses proposed: multi-family only.
- Questions about the proposed 35 feet is the maximum building height: buildings will be limited to 35 feet within 60 feet of the easter property line. The maximum building height will be 60-65 feet in all other areas.
- Question on development and public improvements near the Optimist Farm Road portion of the property: the southern portion of the property is not part of the rezoning and road/sidewalk improvements are not proposed along Optimist Farm Road at this time.
- Traffic is already bad in this area.
- Questions about gas lines in the area: gas and sewer lines will be protected during construction. Some lines may need to be relocated, but it is not known at this time.
- Questions about the greenway: the existing greenway behind Harris-Teeter will be extended to comply with the Town's Parks & Recreation plan.
- Questions about sewer capacity: the goal is to find a collective solution to bring sewer to the area.

Planning Board Consideration & Action

Planning Board Meeting Date: 6/23/2026

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:

- 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 NMX Neighborhood Mixed-Use to MXR-CD Mixed-Use Residential is consistent with the Vision Holly Springs Comprehensive Plan and is reasonable and in the public interest because it begins the implementation of the NE Gateway Master Plan. It introduces a different housing choice into the NE Gateway within walking distance of existing retail and services and proposes standards to create a transition between apartments and existing single-family to the east. The extension of the greenway and Lassiter Road through the site builds upon the existing transportation networks to provide multiple ways of getting around the area and nearby commercial uses. A potential public amenity (or Parks fee-in-lieu) will create outdoor gathering space for those in the community or traveling on the greenway. The proposed design standards related to building/parking placement, architectural interest, and potential Lassiter on-street parking will create a pedestrian friendly environment along the streetscape.

Potential Zoning Map Amendment Petition Motion(s)
Adopt Ordinance RZ26-05 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve rezoning.

Motion to Approve Development Agreement for Meridian Sunset Lake Commons.

Planning Board Meeting Date: 6/23/2026

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:

- The completion of the road improvements along Sunset and Optimist Farm Road (why are these not being provided and when will they be provided).
- There is concern about no additional commercial being provided with this project.
- The future pump station location near residential areas and concerns about potential impacts.
- A timeline on getting the pump station done. No timeline can be provided but working on pump station study is the next step. Clarification that the developer cannot construct without a solution.
- The amount of sewer infrastructure improvements needed to serve 450 units and how will this be funded if the developer is not funding it.
- The need for cross access to adjacent sites to improve area connectivity.
- There was a trip generation discussion and confirmation of sidewalks being provided along Lassiter Road.

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 (8 - 0) *[1 absent]*

The requested Zoning Map Amendment from NMX Neighborhood Mixed-Use to MXR-CD Mixed-Use Residential is consistent with the Vision Holly Springs Comprehensive Plan and is reasonable and in the public interest because it begins the implementation of the NE Gateway Master Plan. It introduces a different housing choice into the NE Gateway within walking

distance of existing retail and services and proposes standards to create a transition between apartments and existing single-family to the east. The extension of the greenway and Lassiter Road through the site builds upon the existing transportation networks to provide multiple ways of getting around the area and nearby commercial uses. A potential public amenity (or Parks fee-in-lieu) will create outdoor gathering space for those in the community or traveling on the greenway. The proposed design standards related to building/parking placement, architectural interest, and potential Lassiter on-street parking will create a pedestrian friendly environment along the streetscape.

Zoning Map Amendment Petition Motion

The Planning Board recommends the Town Council approve Zoning Map Amendment 22-REZ-02 to change the zoning of 30.57 acres of Wake County PIN 0669170766 from NMX: Neighborhood Mixed-Use to MXR-CD: Mixed-Use Residential Conditional Zoning District as submitted by Morningstar Law Group, and forward the Planning Board Action Report, to include the adopted Plan Consistency Statement and Recommendation to the Town Council.

The Planning Board voted in favor of the recommendation (8 - 0) *[1 absent]*

Ordinance No. 26-05
Date Submitted: July 21, 2026
Date Adopted: July 21, 2026

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; Section 3: Parks, Recreation and Greenways Master Plan in 2021; and Section 4: Public Facilities; Section 5: Infrastructure & Utilities; and Section 6: Natural Areas in 2025; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 30.57 acres of Wake County PIN 0669170766 from NMX: Neighborhood Mixed-Use to MXR-CD: Mixed-Use Residential Conditional Zoning District; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Designation; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on July 21, 2026 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 June 23, 2026 and recommended approval by a vote of 8-0; 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 NMX Neighborhood Mixed-Use to MXR-CD Mixed-Use Residential Conditional Zoning District is consistent with the Vision Holly Springs

Comprehensive Plan Future Land Use Plan Map property designation of Mixed-Use Center and the Northeast Gateway Master Plan because the proposal provides the following: additional housing choices near existing commercial uses, multi-modal connectivity for biking and walking to shopping and services, buffering and transitions to lower density development, and further activation of the Mixed-Use Center.

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 the proposed project provides additional housing choices, extends a road (Lassiter Road) on the Comprehensive Transportation Plan, and contributes to addressing sanitary sewer issues within the Northeast Gateway Master Plan area.

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: 22-REZ-02 to change the zoning of a portion of PIN 0669170766 further described in Attachment A from NMX Neighborhood Mixed-Use to MXR-CD Mixed-Use Residential Conditional Zoning District.

The property is subject to all the conditions listed in the Conditional Zoning District Rezoning Master Plan dated 6/16/2026 by Design Resource Group and Design Manual dated 5/7/2026

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 NMX Neighborhood Mixed-Use to MXR-

CD Mixed-Use Residential Conditional Zoning District is inconsistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Mixed-Use Center and the proposal does not include a mix of commercial and residential uses or propose standards and conditions to ensure site and building design will promote pedestrian friendly design.

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 or in the public interest because the proposed project requires significant sanitary sewer infrastructure to serve the project which is not being funded or planned for by the developer.

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 July 21, 2026 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of July, 2026.

Town of Holly Springs by

_____
Michael D. Kondratick, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Exhibit A: Legal Description

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 29, 2024

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: 01/27/2022
- Name of development: Sunset Lake Commons Apartments
- Address of rezoning: 4950 Optimist Farm Rd (PIN) 0669170766
- Total number of proposed residential units: 450
- Type(s) of residential units proposed: Apartment Dwellings

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

TOWN OF HOLLY SPRINGS

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

DPM Appendix #A.02
Supplement 18
March 2022

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: www.hollyspringsnc.us/2170/Development-Services

Petition Type (check one- each request must be on separate petitions)

☐ Zoning Map Change: ☐General Use District ***or*** ☒Conditional Zoning District
☐ Comprehensive Plan Amendment (check all that apply)
☐ Text Amendment ☐ Future Land Use Map Amendment
☐ Area/Corridor Plan Map Amendment / Name: _____
☐ UDO Amendment (UDO Section:_____)

For DS Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐Revised ☐ Final

Project Information

Project Name: Sunset Commons Multifamily
Project Location: 4950 Optimist Farm Road
Use street address. *If none, use the closest intersection*
☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN: 0669-17-0766 Real Estate ID: 0037755
Project Acreage: *(Rounded to nearest tenth)* 30.2 Partial Parcel: ☐ No ☒ Yes
Sketch Plan Review (Pre-Submittal)Meeting Date : _____

If the Sketch Plan Review (Pre-Submittal) ***Meeting Date is not within 8 weeks of the submittal date, another*** Sketch Plan Review (Pre-Submittal)***Meeting is required prior to submittal.***

Petition Request

Current Zoning: Neighborhood Mixed Use (NMX) Proposed Zoning: Mixed Use Residential (MXR)
(R-MF-15 per the UDO that existed as of the date the rezoning was filed)
Current Future Land Use Designation: Mixed-Use Center
Proposed Future Land Use Designation: Mixed-Use Center
Area Plan Designation (if applicable): Northeast Gateway Plan

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact
(check one) ☐ Owner ☒ Owner's Agent ☐ Design Professional ☐ Developer ☐ Other _____
Is the applicant applying on behalf of the property owner(s)? ☐ Yes ☐ No *If yes, please complete the Affidavit of Property Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner Notification Affidavit and attach.*

Name Jason Barron Company Morningstar Law Group
Mailing Address 434 Fayetteville St., Suite 2200
City Raleigh State NC Zip 27601
Telephone # (919) 590-0371 E-Mail jbarron@morningstarlawgroup.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner(s) if different than Applicant/Contact -REQUIRED *attach additional sheets if necessary*

Name See Attached Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # ( ) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Owner's Authorization

Owner's Signature(s) PIN/REID Date
See Attached

Name	Terry Sandlin	Jordan Gussenhoven	Carla Michaels
Company	Jordan Matthews Limited Partners	Jordan Real Estate Holdings, LLC	Live Oak Limited Partnership
PIN/REID	0669-17-0766/0037755	0669-17-0766/0037755	0669-17-0766/0037755
Owner Signature	Teresa M. Sandlin		Carla J Michaels
Date	7/10/25	7/11/25	7/22/25

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 type or print legibly in blue or black ink

Project Information:

Project Name: Sunset Commons Multifamily

Proposed Zoning District: Mixed-Use Residential (R-MF-15 per the UDO that existed as of the date the rezoning was filed)
Proposed Land Use/Density: Elevator serviced apartment community with up to 15 du/ac

Future Land Use Plan Map Designation: Mixed-Use Center
Future Land Use Plan Designation Land Use/Density: Mixed-Use Center

For DS Use only
Project # _____
Date Received:

Plan Consistency Statement:

In accordance with NCGS § 160D-605 prior to adopting or rejecting any zoning amendment, the Town Council shall adopt a statement of zoning consistency or inconsistency. Please include as much detailed information about the proposed zoning change and developer offered conditions (if any) or unique conditions associated with this request that support the Town's comprehensive plan objectives and/or policies and why the proposed zoning change is reasonable and in the public interest. If the proposed zoning amendment is not in compliance with the comprehensive plan, the Town Council is required to determine why the proposed zoning change is reasonable and in the public interest if approved. Please provide detailed documentation to assist the Council in making their determination. *Attach Additional Sheets as needed*

Petitioner's Response

Executive Summary
See attached Plan Consistency Statement.

Section 1: Future Land Use & Community Character
See attached Plan Consistency Statement.

Section 2: Transportation / Comprehensive Transportation Plan
See attached Plan Consistency Statement.

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan

See attached Plan Consistency Statement.

Section 4: Community Facilities

See attached Plan Consistency Statement.

Section 5: Infrastructure and Utilities

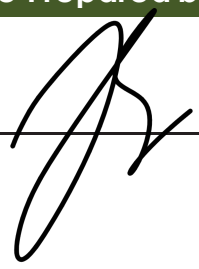
See attached Plan Consistency Statement.

Section 6: Natural Resources

See attached Plan Consistency Statement.

Plan Consistency Response Prepared by:

Preparer's Signature(s)



Date April 17, 2025

Plan Consistency Statement

Sunset Lake Commons (Rezoning)
22REZ02

Executive Summary

The proposed project will facilitate the development of a dense residential community proximate to the existing Sunset Lake Commons shopping center. By providing residential opportunities within walking distance of goods and services, the project helps begin to implement the future mixed-use environment envisioned for this area. Vertically integrated mixed-use does not come overnight. Instead, a stepwise approach which, over time, transitions from vehicle centric design to horizontally integrated mixed use. This project helps start that transition. The site is located within the NE Gateway Master Plan area and is consistent with the plan's vision and key considerations by offering a multifamily development within the Mixed -Use Center character area serving housing needs in the community.

Section 1: Future Land Use & Community Character

This area is designated as a Mixed-Use Center on the Future Land Use Map and is located within the NE Gateway Master Plan. Guidance within the Vision Holly Springs Plan and the NE Gateway Plan suggest that areas with this designation, which also started as suburban shopping centers, require deliberate planning and phasing. Mixed-Uyse Centers offer the opportunity to serve broader economic, entertainment, and housing needs in the community and help to keep the center viable during the period of change. This project does exactly that by beginning to introduce residential uses in a manner coordinated with the existing shopping center. Not only will this allow the shopping center to continue to thrive, it also does not foreclose any future opportunity for the shopping center to be redeveloped in the future into more of a mixed-use center when the demand and density support that level of change. Future, the subject property is located within Subarea 4 and Subarea 5 of the NE Gateway Plan, which designates the property as a Commercial Center. The NE Gateway Pla calls for Mid-Density Mixed Dwellings up to 4 stories in height. The requested rezoning is to R-MF-15 Conditional Use (now Mixed-Use Residential (MXR-CU)). The proposed multifamily will help realize the mixed use intent of this area and will be highly complementary to the existing shopping center by locating apartments within walkable and bikeable services. Furthermore, with the conditions proposed, appropriate building placement per the Master Plan ensures dwellings will be located along Lassiter Road and away from existing residential uses. The project provides transition from the lower densities found in Subareas 6 and 7, and the higher densities found in Subarea 4 and those planned to the north in Subarea 5.

Section 2: Transportation/Comprehensive Transportation Plan

The NE Gateway serves as a major transportation network and development surrounding NC 540 is focused on accommodating vehicles, pedestrians, and cyclists. The project is very important from a comprehensive transportation planning standpoint because, in addition to being walkable/bikeable to shopping and services, the site is near NC 540 and will provide an interconnected public sidewalk and greenway consistent with the NE Gateway Plan's vision for supporting interconnectivity. In addition, as noted in the NE Gateway Plan, the existing environmental features are protected with the proposal, while at the same time extending key Town infrastructure with Lassiter Road, a CTP roadway extension, and extension of the Town's planned greenway in this area. This improvement will assist with the efficient flow of traffic in this area dramatically. Additionally, improved multi-modal connectivity will be provided through investment in both pedestrian and vehicular infrastructure.

The proposed development will improve adjacent roadways with improvements to meet one-half of the ultimate cross section per the Comprehensive Transportation Plan. Further, access stubs to adjacent properties are being provided as shown in the associated Master Plan and in accordance with provided Hardship Letter. Finally, traffic improvement conditions have been added to the proposed rezoning consistent with the Traffic Study that has been performed.

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan

As noted in the NE Gateway Plan, this area has a number of natural areas reserved for preservation and low-impact recreation such as trails and greenways. Environmental features on the southern portion of the property will not support new development and will serve as a great space for a planned greenway trial, consistent with the Plan's vision. This project will provide right-of-way and/or public greenway easement to enable the Town to continue the development of a robust greenway system within the NE Gateway. In addition, the site plan for development of the property shall include a greenway trail in accordance with UDO Section 7.6.6, and the Town's Parks, Recreation, and Greenways Master Plan – PROPOSED GREENWAY TRIALS Map shown in Chapter 3 of the Town's Comprehensive Plan. The greenway trail shall be constructed to Town of Holly Springs Engineering Design & Construction Standards and shall accommodate topographical and other natural features of the site where necessary.

Section 4: Community Facilities

As a multifamily community, the proposed project will provide on-site amenities where residents can gather and recreate. In addition to private facilities, the community also will include an interconnected public sidewalk system which will provide a walkable, activated environment linked to goods and services nearby. Also, the greenway mentioned in Section

3 above is anticipated to be a public facility for all residents and visitors of the Town. Both the interconnected public sidewalks and greenway are consistent with the NE Gateway Plan's vision supporting interconnectivity and enhancement and support of an active transportation network.

Section 5: Infrastructure and Utilities

The proposed project will make use of existing water and sewer infrastructure to facilitate development patterns consistent with the Comprehensive Plan which are incorporated into the NE Gateway Plan. A sewer study has been performed consistent with Town requirements for the same. As provided for via the Developer's Agreement, the Applicant will work with the Town regarding any additional improvements to sanitary sewer infrastructure that may be necessary to accommodate the proposed development. As an infill development, the proposed project capitalizes on the existing infrastructure and utilities rather than over-extending the Town's service area as can be the case with leapfrog development patterns which exacerbate negative impacts of sprawl.

With respect to onsite infrastructure, the development will be stubbing public water and sewer as required by the ordinance, subject to provided Hardship Letter.

Section 6: Natural Resources

The proposed project balances development with conservation because it maximizes the development opportunity for the portion of land which is not encumbered by sensitive natural features, while preserving the low-lying and wetland areas consistent with the NE Gateway Plan's vision to preserve natural resources located in the NE Gateway. In addition, by allowing for the development of a greenway through this area, the project does more than just preserve this natural area, it provides low-impact recreation within a natural area as envisioned in the NE Gateway Plan. Creating space for people to enjoy the natural environment can foster better stewardship of those resources over time.

NEIGHBORHOOD MEETING REPORT

Before submitting an application, the Petitioner must hold at least one (1) neighborhood meeting and submit to Development Services a written summary report of the neighborhood meeting. For more information, refer to UDO Section 11.5.

☐ Neighborhood Meeting Date: February 28, 2024
Time: 5:30pm - 6:30pm
Location: Virtual - Zoom Platform

For DS Use only
Project # _____
Date Received:

☐ Complete ☐ Incomplete

Notification of Owners:

1. The Petitioner or Petitioner's 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, owner of land within a **500 foot radius** of the subject property. Mailing notices shall include surrounding property owners and property owners' associations (or equivalent). 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.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; 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 deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.

Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.

☐ Date of Notification Mailing: February 16, 2024

Conduct of Meetings:
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.

Attach Additional Sheets as needed

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

Attach Additional Sheets as needed

Additional attachments required for the report:
☒ A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
☒ A copy of the signed attendance list that includes names and addresses of those in attendance.

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s) Date October 11, 2024

DISCUSSION SUMMARY

Sunset Commons Neighborhood Meeting
Wednesday, February 28, 2024
5:30pm – 6:30pm

The applicant presented an overview of the surrounding area and project discussing the following topics:

- current zoning.
- proposed zoning
- rezoning process.
- how long this project has been in the rezoning process.
- portion of the property that is being rezoned.
- the Northeast Gateway Plan.
- 540 extension through the Northeast Gateway.
- Multifamily apartment project
- density of up to 15 units per acre.
- extension of Lassiter Road and connectivity to the shopping center without having to access Holly Springs Rd and Sunset Lake Rd.
- provided a concept plan
- transition to neighborhoods adjacent to the project
- buffers
- traffic study already conducted

Q&A from meeting:

Participant asked if the map shows development down to Sunset Lake. Is the rezoning down to Optimist Farm?

Response: No, only a portion of the property is being rezoned.

Participant asked what the town's plan is for the lower portion.

Response: I believe it is commercial.

Participant asked if this plan is only residential?

Response: Yes, exclusively multifamily.

Participant asked if 35ft is the highest any building will be.

Response: No ma'am, (zoomed in on certain portions of the concept plan to show heights), within this 25ft area here no buildings will be allowed, that is a type C buffer. Within 60ft you can start to have buildings, but the max height is 35 ft. Once you clear that 60ft, buildings can be up to 65ft.

Participant asked if Optimist Farm Road has anything to do with this project?

Response: We are only seeking to zone the section north of the creek.

Participant asked for clarification that nothing will be done on Optimist Farm Road like sidewalks or other improvements.

Response: Not as part of this project, no. We will be putting sidewalk on Lassiter Road as it extends to the road NCDOT put in.

Participant asked how many units there will be.

Response: Ceiling is 450 units. The ordinance allows a max of 15 units per acre over the within the 30 acres being rezoned.

Participant asked that it be noted there is a traffic issue. Traffic is already bad. I am sure the Town is paying attention.

Response: Thank you. We will make note of it in the report.

Participant asked how construction will make sure gas lines will not be hit. Will as lines need to be moved? How does that work because there are gas lines everywhere here?

Response: During construction we will encounter gas lines, sewer lines, etc. Some may need to be relocated. That is something figured out during the site plan process.

Participant asked if there will be a greenway.

Response: Yes, there is an existing greenway behind the Harris Teeter. We are going to connect to that greenway and will be bringing it to Lassiter Road and then swinging it back around to head further east. This is part of the Town's parks and recreation plan, and we are required to dedicate an easement. It is constructed as part of this project.

Participant asked if we know who will be doing the construction.

Response: Northview will be building the apartments.

Participant stated he has heard Holly Springs has an issue with sewer capacity in this area.

Response: That has been an ongoing discussion for years and we are hoping to be a part of the solution that brings sewer to this area. We are hoping to work in a collective way with the Town and with others to bring sewer to this area.

Participant asked when you say others, who are other people who will be paying for this.

Response: Other developers not citizens.

Neighborhood Meeting Notice

MORNINGSTAR LAW GROUP

Jason Barron | Partner
421 Fayetteville Street | Suite 530
Raleigh NC 27601

919-590-0371
jbarron@morningstarlawgroup.com
www.morningstarlawgroup.com

To: Neighboring Property Owner

From: Jason Barron

Date: February 16, 2024

Re: Notice of neighborhood meeting to discuss rezoning a 30.2 acre portion of property located in Holly Springs along Optimist Farm Road having Wake County Parcel Identification Number (PIN) 0669170766, consisting of approximately 34.31 acres (the "Property").

We are counsel for Chatham Street Commercial, a developer that is considering rezoning the above-captioned Property to facilitate the development of an apartment community proximate to the existing Sunset Lake Commons shopping center in the Town of Holly Springs. The Property is located at 4950 Optimist Farm Road and is depicted here:



Consistent with Holly Springs requirements, we are mailing this notice to all owners of properties within 500 ft of the Property. The subject property and all properties within 500 ft of the Property are highlighted in yellow on the Context Map included with this mailing.

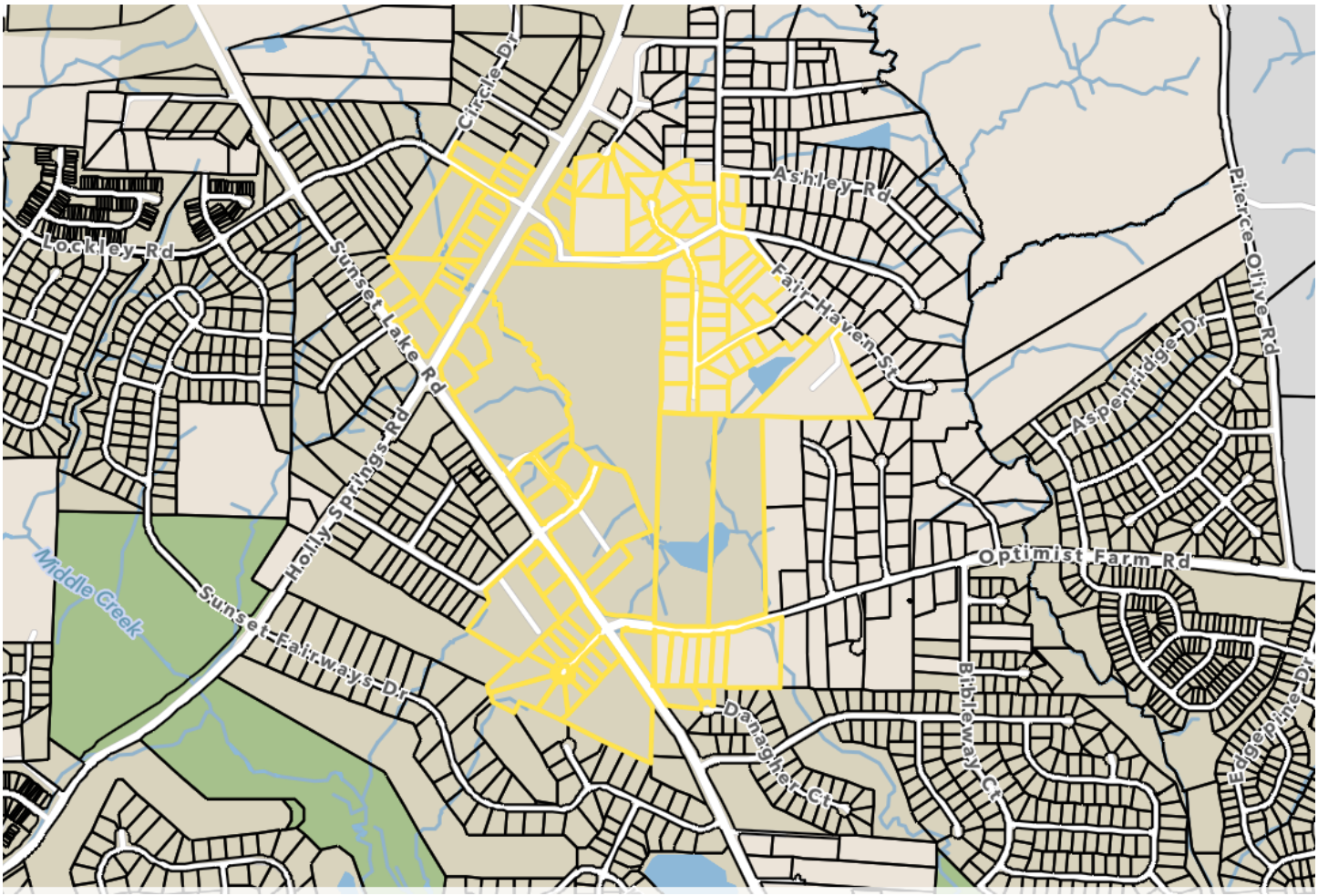
The Property currently is zoned Neighborhood Mixed Use (NMX) and the proposed development intends to rezone to Mixed Use Residential (MXR) to facilitate a residential development within the Mixed-Use Center character area serving housing needs in the community within walking and biking distance to Sunset Commons. The concept plan enclosed herewith provides the overall concept associated with this proposed development.

We will hold a virtual neighborhood meeting on **Wednesday, February 28, 2024, from 5:30 p.m. – 6:30 p.m.** via Zoom to discuss the rezoning. The purpose of the neighborhood meeting is to ensure that nearby property owners are made aware of the proposed rezoning and can share comments and questions they may have.

Instructions for registering for and joining the meeting are enclosed.

Please do not hesitate to contact me directly should you have any questions or wish to discuss any issues. I can be reached at 919-590-0371 or jbarron@morningstarlawgroup.com. Also, for more information about rezoning, you may want to visit hollyspringsnc.gov or contact the Town of Holly Springs Planning Department at (919) 557-3908. The case number reference for this rezoning is 22REZ02.

Context Map


Circle Dr
Lockley Rd
Sunset Lake Rd
Ashley Rd
Fair Haven St
Pierce Olive Rd
Aspenridge Dr
Holly Springs Rd
Middle Creek
Sunset Fairways Dr
Optimist Farm Rd
Donaghey Ct
Bibleway Ct

How to Participate in the February 28, 2024 Neighborhood Meeting

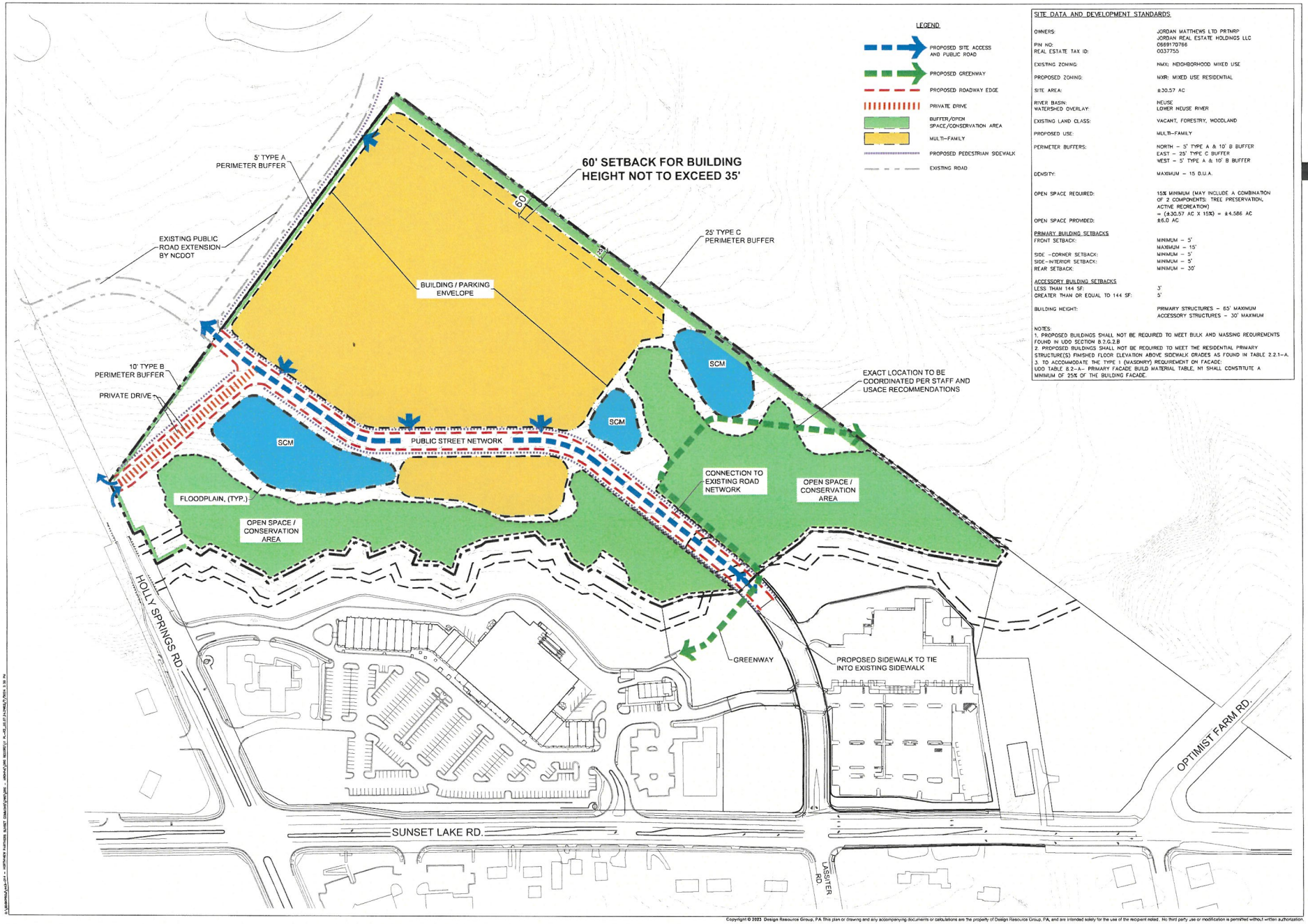
- To participate by PC, Mac, iPad, iPhone or Android device, go to https://morningstarlaw.group/02282024 to register for the meeting. (Registration is necessary as we are required by the Town of Holly Springs to have a record of attendance.)
    - Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
    - To participate by phone,
    - Dial one of the following numbers:
        - +1 301 715 8592
        - +1 305 224 1968
        - +1 309 205 3325
        - +1 312 626 6799
        - +1 646 931 3860
        - +1 929 436 2866
        - +1 253 205 0468
        - +1 253 215 8782
    - Webinar ID: 872 4713 2001
    - Passcode: 638158
    - For attendance purposes as required by the Town of Holly Springs, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty registering, you can call Leticia Shapiro at **(919) 590-0366** or email **tshapiro@morningstarlawgroup.com** prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email **tshapiro@morningstarlawgroup.com** and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at **tshapiro@morningstarlawgroup.com**.



SITE DATA AND DEVELOPMENT STANDARDS

OWNERS:	JORDAN MATTHEWS LTD PRTNRP JORDAN REAL ESTATE HOLDINGS LLC
PIN NO: REAL ESTATE TAX ID:	0669170766 0037755
EXISTING ZONING:	NMX: NEIGHBORHOOD MIXED USE
PROPOSED ZONING:	MXR: MIXED USE RESIDENTIAL
SITE AREA:	±30.57 AC
RIVER BASIN: WATERSHED OVERLAY:	NEUSE LOWER NEUSE RIVER
EXISTING LAND CLASS:	VACANT, FORESTRY, WOODLAND
PROPOSED USE:	MULTI-FAMILY
PERIMETER BUFFERS:	NORTH – 5' TYPE A & 10' B BUFFER EAST – 25' TYPE C BUFFER WEST – 5' TYPE A & 10' B BUFFER
DENSITY:	MAXIMUM – 15 D.U.A.
OPEN SPACE REQUIRED:	15% MINIMUM (MAY INCLUDE A COMBINATION OF 2 COMPONENTS: TREE PRESERVATION, ACTIVE RECREATION) = (±30.57 AC X 15%) = ±4.586 AC
OPEN SPACE PROVIDED:	±6.0 AC
PRIMARY BUILDING SETBACKS	
FRONT SETBACK:	MINIMUM – 5' MAXIMUM – 15'
SIDE – CORNER SETBACK:	MINIMUM – 5'
SIDE – INTERIOR SETBACK:	MINIMUM – 5'
REAR SETBACK:	MINIMUM – 30'
ACCESSORY BUILDING SETBACKS	
LESS THAN 144 SF:	3'
GREATER THAN OR EQUAL TO 144 SF:	5'
BUILDING HEIGHT:	PRIMARY STRUCTURES – 65' MAXIMUM ACCESSORY STRUCTURES – 30' MAXIMUM

NOTES:
1. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET BULK AND MASSING REQUIREMENTS FOUND IN UDO SECTION 8.7.G.2.B
2. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET THE RESIDENTIAL PRIMARY STRUCTURE(S) FINISHED FLOOR ELEVATION ABOVE SIDEWALK GRADES AS FOUND IN TABLE 2.2.1-A.
3. TO ACCOMMODATE THE TYPE 1 (MASONRY) REQUIREMENT ON FACADE: UDO TABLE 8.2-A– PRIMARY FACADE BUILD MATERIAL TABLE, M1 SHALL CONSTITUTE A MINIMUM OF 25% OF THE BUILDING FACADE.

DESIGN RESOURCE GROUP
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING
1111 Hawthorne Lane Charlotte, NC 28205
704.343.0608
www.drgrp.com

NORTH CAROLINA CORPORATE SEAL C-95 C-2165 NOBELS DESIGN RESOURCE GROUP

OVERALL CONCEPT PLAN

MERIDIAN AT SUNSET LAKE COMMONS

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

NORTHVIEW PARTNERS
6131 FALLS OF NEUSE ROAD, SUITE 202

CONCEPT PLAN

SCALE: 1" = 100'

PROJECT #: 443-014
DRAWN BY: LD
CHECKED BY: SK

FEBRUARY 7, 2024

REVISIONS:

RZ2.00

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MAILING LIST

Owner	Mailing Address 1	Mailing Address 2	Mailing Address 3
ADAMS, ANTHONY EUGENE	4905 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540-5198	
ADAMS, PATRICIA COUNCIL	4901 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540-5198	
AMERICAN PROPERTIES HOLDINGS LLC	PO BOX 20909	RALEIGH NC 27619-0909	
AQUA NORTH CAROLINA, INC.	202 MACKENAN DR	CARY NC 27511-6447	
ARRINGTON, PHILIP M ARRINGTON, BRENDA F	4317 SUNCLIFFE CT	APEX NC 27539-8706	
ARTEAGA, JOSE ARTEAGA, MARIA L	7204 APPLECREEK CT	RALEIGH NC 27610-5495	
ARTEAGA-LARA, STEPHANIE	513 DOGWOOD RD	HOLLY SPRINGS NC 27540-8985	
ATGCU23 HOLDINGS LLC	9760 HOLLY SPRINGS RD	APEX NC 27539-7620	
BENITEZ, OLGA BENITEZ, BERNARDO	1101 WOODED ACRES ST	APEX NC 27539	
BRIENZI, THOMAS J	9025 WESLEY CT	APEX NC 27539-8724	
BURT, ANNA C	4512 LOCKLEY RD	APEX NC 27539-8725	
BURT, WILLIAM N BURT, WADE L	5717 HILLTOP RD	FUQUAY VARINA NC 27526-7253	
CARDEN, RONALD KNOX	7204 CARPENTER FIRE STATION RD	CARY NC 27519-8610	
CHATHAM STREET INVESTMENTS LLC	PO BOX 4422	CARY NC 27519-4422	
CHRISTOPHER, CHARLES HENDRIX JR CHRISTOPHER, DEBORAH A.	104 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4000	
COLVIN, WALTER P COLVIN, CINDY B	5378 SUNSET LAKE RD	HOLLY SPRINGS NC 27540-3794	
COLVIN, WALTER P COLVIN, CINDY B	5316 SUNSET LAKE RD	HOLLY SPRINGS NC 27540-3794	
COOKE, KEVIN M COOKE, MICHELLE	100 DANAGHER CT	HOLLY SPRINGS NC 27540-4785	
COUNCIL, LEN	9713 HOLLY SPRINGS RD	APEX NC 27539-7621	
CREEK CLUB, LTD.	HARRIS TEETER PROPERTIES	701 CRESTDALE RD	MATTHEWS NC 28105-1700
DAVY, THOMAS ASHLEY	108 CRAVEN HILL CT	CARY NC 27518-2226	
DING, XUEZHOU	102 FAIR HAVEN ST	APEX NC 27539-5366	
EDDINGER, KEVIN G EDDINGER, LIANA	124 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4000	
ELLINGTON, ELIZABETH P	110 N BELL HAVEN ST	APEX NC 27539-9365	
FINDLAY, DANIEL R FINDLAY, DIANA D	109 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4001	
FORLER, DAVID TRUSTEE THE RESTATED GERALDINE A FORLER CEDAR STREET TRUST	227 GAZEBO CT	WILMINGTON NC 28409-5053	
FORTUNE4 LLC	185 GREEN DR	MORRISVILLE NC 27560-8724	
GALMORE, THOMAS C III GALMORE, DANIELLE	116 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4000	
GENSINGER, JOHN W	PO BOX 303	RALEIGH NC 27602-0303	
GHJ HOLDINGS LLC	PO BOX 4422	CARY NC 27519-4422	
GONZALEZ, JAVIER DEGONZALEZ, EDNA GAIL EXUM	101 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4001	
GOODWILL INDUSTRIES OF EASTERN NORTH CAROLINA INC	4721 EMPEROR BLVD STE 260	DURHAM NC 27703-7664	
GRIFFIN, KELLY C GRIFFIN, KEVIN V	4320 SUNCLIFFE CT	APEX NC 27539-8706	
GRIMES, ERNEST LEE GRIMES, PHYLLIS ADAMS	4817 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540-5196	
HAR-BAR-HOLLY LLC	7050 W PALMETTO PARK RD # 15-249	BOCA RATON FL 33433-3426	
HIGGINS, ANDREA E K	104 DANAGHER CT	HOLLY SPRINGS NC 27540-4785	
HOLLIDAY, CHAD HOLLIDAY, CHRISTINE	108 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4000	
HOLLY LAKES LLC	700 EXPOSITION PL STE 131	RALEIGH NC 27615-1561	
HOLLY WOODS AT SUNSET LLC	PO BOX 526	AYNOR SC 29511-0526	
HOOKER, FRANCES	4720 SUNSET LAKE RD	APEX NC 27539-8784	
HUBBARD, WILLIAM P	9029 WESLEY CT	APEX NC 27539-8724	

INIGUEZ, JESUS MANUEL ARTEAGA MORA, SONIA PERALES	4313 SUNCLIFFE CT	APEX NC 27539-8706	
J&D PEACOCK PROPERTIES LLC	5524 BRUSHY MEADOWS DR	FUQUAY VARINA NC 27526-8459	
JENNINGS, HEDDA ANDERSON HEDDA ANDERSON JENNINGS REVOCABLE LIVING TRUST	1040 IVY LN	CARY NC 27511-4754	
JONES, RANDY G JONES, LARRY JAMES	7885 PANTHER LAKE RD	WILLOW SPRING NC 27592-8707	
JORDAN MATTHEWS LTD PRTNRP JORDAN REAL ESTATE HOLDINGS LLC	GEORGE JORDAN	PO BOX 4422	CARY NC 27519-4422
JORDAN MATTHEWS LTP PTNRP JORDAN REAL ESTATE HOLDINGS LLC	GEORGE JORDAN	PO BOX 4422	CARY NC 27519-4422
KARINGUS INSURANCE GROUP INC	320 FLATROCK LN	HOLLY SPRINGS NC 27540-7418	
LARSSON, JANNE ANDERS	9021 WESLEY CT	APEX NC 27539-8724	
LINDSEY, JAMES B LINDSEY, LAURA JANE	120 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4000	
LOCKHOLLY LLC	2106 PILOT MOUNTAIN CT	APEX NC 27502-3687	
LUBIN, BARB E LUBIN, TERRIE	109 BELL HAVEN ST	APEX NC 27539	
MACKSEY, LYNN F MACKSEY, KEITH T	105 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4001	
MALONEY, MICHAEL R MALONEY, PEGGY N	121 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4001	
MARINOVA, NINA MARINOV, PETAR	PO BOX 590261	SAN FRANCISCO CA 94159-0261	
MCDANIEL, MICHAEL D MCDANIEL, JULIE	112 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4000	
MCNEILL, DONALD MCNEILL, MARGARET D	5071 HOMEPLACE DR	APEX NC 27539-5784	
MORA, SONIA PERALES INIGUEZ, JESUS MANUEL ARTEA	4313 SUNCLIFFE CT	APEX NC 27539-8706	
NC DEPARTMENT OF TRANSPORTATION	1505 MAIL SERVICE CTR	RALEIGH NC 27699-1500	
NC DEPARTMENT OF TRANSPORTATION	1546 MAIL SERVICE CTR	RALEIGH NC 27699-1500	
NEEFLA EQUITIES LLC	1055 RIVER RD # 421	NEW MILFORD NJ 07646-3221	
NICHOLS, PAMELA JONES	102 S BELL HAVEN ST	APEX NC 27539-8728	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	JOHN OATES, TRANSPORTATION DIVISION	1505 MAINL SERVICE CENTER	RALEIGH NC 27699-1505
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	1546 MAIL SERVICE CTR	RALEIGH NC 27699-1500	
ONEY, DARRELL D ONEY, ROSE A	300 S CARROLL ST	APEX NC 27539-5357	
OPTIMIST COMMONS LLC	5032 SUNSET FAIRWAYS DR	HOLLY SPRINGS NC 27540-7829	
PATHAN, A KARIM PATHAN, JUBEDA	111 DEVONBROOK LN	CARY NC 27518-8701	
PINKARD, JANET S PINKARD, RICHARD L	200 N BELL HAVEN ST	APEX NC 27539-7747	
PIPPIN, MARY WHITFORD PIPPIN, JEFFREY J	111 N BELL HAVEN ST	APEX NC 27539-9366	
Resident/Tenant	100 S BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	0 ARLEN PARK PL	HOLLY SPRINGS NC 27540	
Resident/Tenant	0 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	0 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	0 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	100 MATTHEWS DR	HOLLY SPRINGS NC 27540	
Resident/Tenant	100 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	100 S BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	1000 REEF CT	HOLLY SPRINGS NC 27540	
Resident/Tenant	101 MATTHEWS DR	HOLLY SPRINGS NC 27540	
Resident/Tenant	102 NEW HAVEN ST	APEX NC 27539	
Resident/Tenant	103 N BELL HAVEN ST	APEX NC 27539	

Resident/Tenant	104 FAIR HAVEN ST	APEX NC 27539	
Resident/Tenant	106 FAIR HAVEN ST	APEX NC 27539	
Resident/Tenant	106 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	107 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	107 NEW HAVEN ST	APEX NC 27539	
Resident/Tenant	108 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	108 NEW HAVEN ST	APEX NC 27539	
Resident/Tenant	109 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	109 N BELL HAVEN ST LH	APEX NC 27539	
Resident/Tenant	109 NEW HAVEN ST	APEX NC 27539	
Resident/Tenant	110 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	1101 WOODED ACRES ST	APEX NC 27539	
Resident/Tenant	111 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	111 NEW HAVEN ST	APEX NC 27539	
Resident/Tenant	200 MATTHEWS DR	HOLLY SPRINGS NC 27540	
Resident/Tenant	201 MATTHEWS DR	HOLLY SPRINGS NC 27540	
Resident/Tenant	201 N BELL HAVEN ST	APEX NC 27539	
Resident/Tenant	204 FAIR HAVEN ST	APEX NC 27539	
Resident/Tenant	300 MATTHEWS DR	HOLLY SPRINGS NC 27540	
Resident/Tenant	303 S CARROLL ST	APEX NC 27539	
Resident/Tenant	305 S CARROLL ST	APEX NC 27539	
Resident/Tenant	308 S CARROLL ST	APEX NC 27539	
Resident/Tenant	4217 SAMMONS CT	APEX NC 27539	
Resident/Tenant	4300 SUNCLIFFE CT	APEX NC 27539	
Resident/Tenant	4305 SUNCLIFFE CT	APEX NC 27539	
Resident/Tenant	4309 PUBLIC DR	APEX NC 27539	
Resident/Tenant	4309 SUNCLIFFE CT	APEX NC 27539	
Resident/Tenant	4312 SUNCLIFFE CT	APEX NC 27539	
Resident/Tenant	4316 SUNCLIFFE CT	APEX NC 27539	
Resident/Tenant	4505 LOCKLEY RD	APEX NC 27539	
Resident/Tenant	4519 LOCKLEY RD	APEX NC 27539	
Resident/Tenant	4821 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	4825 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	4830 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	4900 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	4950 OPTIMIST FARM RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	5141 SUNSET LAKE RD	APEX NC 27539	
Resident/Tenant	5145 SUNSET LAKE RD	APEX NC 27539	
Resident/Tenant	5153 SUNSET LAKE RD	APEX NC 27539	
Resident/Tenant	5201 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	5209 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	5217 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	5300 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	

Resident/Tenant	5316 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	5321 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	5378 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	5420 SUNSET LAKE RD	HOLLY SPRINGS NC 27540	
Resident/Tenant	9709 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9716 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9717 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9720 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9724 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9725 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9728 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9729 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9732 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9733 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9737 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9748 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9752 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9756 HOLLY SPRINGS RD	APEX NC 27539	
Resident/Tenant	9780 HOLLY SPRINGS RD	APEX NC 27539	
RICE, RONALD J MOORE, BETTY J	PO BOX 881	ZEBULON NC 27597-0881	
RIGGSBEE, CHRISTOPHER PATRICK	100 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4000	
ROSEN HOLLY SPRINGS II LLC	PO BOX 334	NEW YORK NY 10021-0009	
ROSEN HOLLY SPRINGS LLC	PO BOX 334	NEW YORK NY 10021-0009	
ROSKAM, LISANNE A	9028 WESLEY CT	APEX NC 27539-8724	
ROSS, DONALD ROSS, PAULA	3101 WARD ST	RALEIGH NC 27603-4443	
SANDHAR, PARMINDER SANDHAR, PARDEEP	201 HOLLY SPRINGS RD	HOLLY SPRINGS NC 27540-9023	
SB MEDICAL PARK LLC	320 FLATROCK LN	HOLLY SPRINGS NC 27540-7418	
SIMMONS, JERRY W	225 BYRD ST	TROY NC 27371-2831	
SNEH LLC	185 GREEN DR	MORRISVILLE NC 27560-8724	
ST MARYS FREE WILL BAPTIST CHURCH	9305 HOLLY SPRINGS RD	APEX NC 27539-7613	
STEPHENS, AUBREY LEE JR STEPHENS, BONNIE R	103 S BELL HAVEN ST	APEX NC 27539-8729	
SUNRISE UNITED METHODIST CHURCH HOLLY SPRINGS WAKE COUNTY NC INC	PO BOX 295	HOLLY SPRINGS NC 27540-0295	
SUNSET & LASSITER PROPERTIES LLC	3228 RAPID FALLS RD	MORRISVILLE NC 27560-6015	
SUNSET RIDGE ASSOCIATION INC	ASSOCIA HRW MANAGEMENT	4700 HOMEWOOD CT STE 380	RALEIGH NC 27609-5732
TA PROPERTIES LLC	3812 MILLTOWN RIDGE RUN	RALEIGH NC 27612-4394	
TODD, JAMES B TODD, PAIGE M	117 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4001	
TRIANGLE CHURCH NETWORK INC	1503 WALNUT ST	CARY NC 27511-5926	
WARD, BRUCE M SR TRUSTEE WARD, LOIS A TRUSTEE	113 ARLEN PARK PL	HOLLY SPRINGS NC 27540-4001	
WEAVER, RICKY WAYNE	302 S CARROLL ST	APEX NC 27539-5357	
WIGGINS, BEULAH J	9721 HOLLY SPRINGS RD	APEX NC 27539-7621	
WILSON, NELLIE WILSON, JAMES EARL	113 NEW HAVEN ST	APEX NC 27539-9364	
WILSON, RICKEY LEE	308 DUTCHESS AVE	N LAS VEGAS NV 89030	

ATTENDEE REPORT

Attendee Report				
Report Generated:	3/4/2024 17:51			
Topic	Webinar ID	Actual Start Time	Actual Duration (minutes)	# Registered
Sunset Commons Neighborhood Meeting	872 4713 2001	2/28/2024 17:20	70	4
Host Details				
Attended	User Name (Original Name)	Email	Join Time	Leave Time
Yes	Leticia Shapiro	tshapiro@morningstarlawgroup.com	2/28/2024 17:20	2/28/2024 18:30
Panelist Details				
Attended	User Name (Original Name)	Email	Join Time	Leave Time
Yes	Jordan Gussenhoven	jordan@chathamstreetcommercial.com	2/28/2024 17:31	2/28/2024 18:17
Yes	Mark Barker	mbarker@northviewpartners.com	2/28/2024 17:31	2/28/2024 18:18
Yes	Taylor Malbon	tmalbon@northviewpartners.com	2/28/2024 17:31	2/28/2024 18:17
Yes	Jason Barron	jbarron@morningstarlawgroup.com	2/28/2024 17:21	2/28/2024 18:17
Yes	PhyllisGrimes	phil.grimes2616@att.net	2/28/2024 17:33	2/28/2024 18:12
Yes	RemiTrzop	rtrzop@rosenequitiesllc.com	2/28/2024 17:31	2/28/2024 18:12
Yes	PaigeTodd	paigemtodd@gmail.com	2/28/2024 17:30	2/28/2024 18:11
Attendee Details				
Attended	User Name (Original Name)	First Name	Last Name	Email
Yes	Phyllis Grimes	Phyllis	Grimes	phil.grimes2616@att.net
Yes	Remi Trzop	Remi	Trzop	rtrzop@rosenequitiesllc.com
Yes	Paige Todd	Paige	Todd	paigemtodd@gmail.com
Yes	Bharat Patel	Bharat	Patel	bharat_1959@yahoo.com

MERIDIAN SUNSET LAKE COMMONS

TOWN OF HOLLY SPRINGS, NC

NORTHVIEW PARNTERS
6131 FALLS OF NEUSE ROAD, SUITE 202
RALEIGH, NORTH CAROLINA 27609

Know what's **below.**
Call before you dig.

OVERALL CONCEPT PLAN

GENERAL NOTES:

1. SIDEWALKS, GREENWAY MULTI-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 IN EFFECT AT THE TIME OF APPROVAL OF THIS REZONING AND OTHER APPLICABLE LAWS, STANDARDS, POLICIES AND GUIDELINES.
2. EXCEPT AS PROVIDED HEREIN OR IN THE DEVELOPER'S AGREEMENT APPROVED CONTEMPORANEOUSLY HEREWITH OTHERWISE DESCRIBED OR PERMITTED IN THIS MASTER PLAN, DEVELOPMENT ON THIS SITE SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN OF HOLLY SPRINGS UDO IN EFFECT AT THE TIME OF APPROVAL OF THIS REZONING, 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 THE HOLLY SPRINGS UDO IN EFFECT AT THE TIME OF APPROVAL OF THIS REZONING.
4. BOUNDARY SHOWN PER SURVEY BY BASS, NIXON & KENNEDY, INC. ON 12/07/23..
5. THE LOCATION OF ACCESS POINTS AND INTERNAL STREETS SHOWN ON THE MASTER PLAN ARE ILLUSTRATIVE, WITH FINAL LOCATIONS TO BE DETERMINED AT THE TIME OF DEVELOPMENT PLAN.
6. CHANGES TO THE USE/INTENSITY AND PROPOSED USES SHALL REQUIRED A REZONING.

PROPOSED CONDITIONS

1. THE SUBJECT PROPERTY'S DEVELOPMENT SHALL COMPLY WITH THE DEVELOPMENT STANDARDS OF THE HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE (EFFECTIVE MARCH 1, 2022), EXCEPT AS NOTED BELOW:
   a. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET THE MAXIMUM BUILDING WALL LENGTH FOUND IN UDO SECTION 8.2.F.2.B(II)(A).
   b. THE REQUIREMENTS OF UDO SECTION 8.2.F.2.B(II)(B) ARE MODIFIED TO PROVIDE AS FOLLOWS: FACADES SHALL INCORPORATE WALL OFFSETS, IN THE FORM OF PROJECTIONS OR RECESSES IN THE FAÇADE PLAN, SPACED NO MORE THAN 50 FEET APART. SUCH WALL OFFSETS SHALL BE A MINIMUM OF NINE INCHES (9").
   c. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET RESIDENTIAL PRIMARY STRUCTURE(S) FINISHED FLOOR ELEVATION ABOVE SIDEWALK GRADES AS FOUND IN UDO TABLE 2.2.1-A.
   d. PROPOSED DEVELOPMENT SHALL NOT BE REQUIRED TO MEET NON-RESIDENTIAL USE ALLOCATION REFERENCED IN TABLE 2.2.1-A – DEVELOPMENT STANDARDS FOR RESIDENTIAL USE DISTRICTS.
   e. PROPOSED DEVELOPMENT SHALL NOT BE REQUIRED TO MEET EV-READY REQUIREMENT NOTED IN TABLE 6.6-A– ELECTRIC VEHICLE PARKING SPACES MINIMUM STANDARDS. THE EVSE-READY PARKING SPACES WITHIN THE DEVELOPMENT WILL BE INSTALLED WITH RACEWAYS FOR FUTURE ELECTRIC VEHICLE CHARGING EQUIPMENT. PANEL CAPACITY FOR EVSE-READY SPACES WILL BE PROVIDED AT TIME OF ACTIVATION. PROPOSED DEVELOPMENT WILL COMPLY WITH TABLE 6.6-A EVSE REQUIREMENTS.
2. USES ON THE SUBJECT PROPERTY SHALL BE LIMITED TO APARTMENT DWELLINGS AND ASSOCIATED ACCESSORY USES.
3. THERE SHALL BE NO REQUIREMENT FOR MULTIFAMILY DWELLINGS TO BE STACKED ON TOP OF NONRESIDENTIAL USES.
4. THE MERIDIAN SUNSET LAKE COMMONS DEVELOPMENT AND DESIGN MANUAL IS INCLUDED WITH THIS REZONING.
5. NO PARKING SHALL BE PERMITTED BETWEEN THE STREET AND BUILDINGS FRONTING ALONG LASSITER ROAD. ALONG WOODED ACRES STREET A SINGLE DOUBLE LOADED AISLE OF PARKING BAYS SHALL BE PERMITTED BETWEEN BUILDINGS AND THE STREET.
6. EXCEPT WITH RESPECT TO BUILDINGS CONTAINING RESIDENTIAL DWELLINGS STACKED ON TOP OF GARAGES, BUILDINGS ON THE SUBJECT PROPERTY CONTAINING DWELLING UNITS SHALL INCLUDE ELEVATOR SERVICE.
7. ANY BUILDINGS CONTAINING GARAGES SHALL BE SITUATED ON THE PROPERTY SUCH THAT THE GARAGE ACCESS WILL FACE AWAY FROM PUBLIC STREETS OR IS INTERNAL TO THE SITE.
8. ARCHITECTURAL TREATMENTS FOR FACADES OF BUILDINGS CONTAINING RESIDENTIAL DWELLINGS SHALL BE DESIGNED SUCH THAT THE PORTIONS OF THE BUILDINGS FACING PUBLIC STREETS SHALL HAVE THE APPEARANCE OF THE FRONT OF THE BUILDING. FURTHER, BUILDINGS CONTAINING RESIDENTIAL DWELLINGS SHALL HAVE A RECESSED ENTRY DOOR OR AWNING. A MINIMUM OF 90% OF THE DWELLINGS IN BUILDINGS WITH ELEVATOR SERVICE SHALL HAVE BALCONIES OR SUNROOMS.
9. OUTSIDE OF WETLANDS AREAS, A 25' TYPE C BUFFER SHALL BE ESTABLISHED ALONG THE EASTERN BOUNDARY OF THE PROPERTY WHERE ADJACENT TO EXISTING RESIDENTIAL USES. FURTHER, WITHIN 60' OF THE EASTERN BOUNDARY OF THE PROPERTY BUILDINGS MAY NOT EXCEED 35' IN HEIGHT.
10. DEVELOPMENT OF THE PROPERTY SHALL INCLUDE THE EXTENSION OF LASSITER ROAD FROM ITS CURRENT TERMINUS WITH THE SUNSET COMMONS SHOPPING CENTER AS REQUIRED BY THE CTP (CT-3A SECTION, AS INDICATED ON SHEET RZ2.01 OF THE OVERALL CONCEPT PLAN). SUCH EXTENSION SHALL INCLUDE TOWN REQUIRED SIDEWALKS ON BOTH SIDES OF THE STREET AND IS SUBJECT TO THE TERMS OF THE DEVELOPERS AGREEMENT THAT HAS BEEN APPROVED CONTEMPORANEOUSLY HEREWITH.
11. THE PROJECT WILL PROVIDE ON-SITE AMENITIES WHERE RESIDENTS CAN GATHER AND RECREATE INCLUDING A POOL, CLUBHOUSE WITH CAFÉ AND WORKING SPACES, AND AN INTERCONNECTED PUBLIC SIDEWALK SYSTEM WHICH WILL PROVIDE A WALKABLE, ACTIVATED ENVIRONMENT LINKED TO GOODS AND SERVICES LOCATED IN THE NEARBY SUNSET LAKE COMMONS SHOPPING CENTER.
12. THE PRIMARY ROOF OF AN APARTMENT BUILDING (NOT INCLUDING CARRIAGE BUILDINGS) SHALL INCORPORATE EITHER A LOW-PITCH ROOF (EQUAL TO OR LESS THAN A 4:12 PITCH) OR A FLAT ROOF WITH A PARAPET. THIS STANDARD SHALL NOT APPLY TO INCIDENTAL ROOFS FOR GABLES, STOOPS, PORCHES, OR SIMILAR BUILDING FEATURES.
13. ALL APARTMENT DWELLINGS NOT IN THE CARRIAGE STYLE BUILDINGS TO HAVE INTERIOR CORRIDOR ACCESS.
14. DEVELOPMENT OF THE PROPERTY MAY INCLUDE A MINIMUM 20,000 SQUARE FEET OF AMENITY AREAS THAT WILL BE OPEN TO AND ACCESSIBLE BY THE PUBLIC AND SUBJECT TO THE TERMS OF THE DEVELOPERS AGREEMENT THAT HAS BEEN APPROVED CONTEMPORANEOUSLY HEREWITH. AT THE TIME OF DEVELOPMENT PLAN, THE APPLICANT WILL COORDINATE WITH THE TOWN REGARDING THE AMENITY AREA WHICH MAY INCLUDE AT LEAST THREE OF THE FOLLOWING ELEMENTS:
   a. PLAYGROUND
   b. PUBLIC ART
   c. BENCHES
   d. GAZEBO
   e. PLAZA
   f. FOUNTAINS
   g. ANY OTHER ELEMENT(S) PROPOSED BY THE DEVELOPER AND APPROVED BY TOWN STAFF.
15. THE SITE PLAN FOR DEVELOPMENT OF THE PROPERTY SHALL INCLUDE A GREENWAY TRAIL IN ACCORDANCE WITH UDO SECTION 7.6.6 AND THE TOWN'S PARKS, RECREATION, AND GREENWAYS MASTER PLAN > PROPOSED GREENWAY TRAILS MAP SHOWN IN CHAPTER 3 OF THE TOWN'S COMPREHENSIVE PLAN. THE GREENWAY TRAIL SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN & CONSTRUCTION STANDARDS , SHALL ACCOMMODATE TOPOGRAPHICAL AND OTHER NATURAL FEATURES OF THE SITE WHERE NECESSARY AND IS SUBJECT TO THE TERMS OF THE DEVELOPERS AGREEMENT THAT HAS BEEN APPROVED CONTEMPORANEOUSLY HEREWITH.
16. PURSUANT TO N.C.G.S. SECTION 160D-804, DEVELOPMENT OF THE PROPERTY SHALL INCLUDE DEDICATION AND CONSTRUCTION OF STREETS AND RIGHTS OF WAY AS SHOWN IN THE APPROVED COMPREHENSIVE TRANSPORTATION PLAN AND THE TRAFFIC IMPACT ANALYSIS TO CREATE CONDITIONS ESSENTIAL TO PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.
17. RECOMMENDED MITIGATIONS CONTAINED WITHIN THE TRAFFIC IMPACT ANALYSIS ARE THE RESPONSIBILITY OF THE DEVELOPER.
18. 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 THE RESIDENTIAL PROJECT CONTEMPLATED HEREBY. 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.
19. AS OF THE EFFECTIVE DATE OF THE REZONING, THE APPLICANT IS AWARE THAT THERE IS INSUFFICIENT SEWER CAPACITY IN THIS BASIN TO SUPPORT ADDITIONAL DEVELOPMENT OF THE SITE. CONSISTENT WITH THE DEVELOPER'S AGREEMENT THAT HAS BEEN APPROVED CONTEMPORANEOUSLY HEREWITH, NO BUILDING PERMITS SHALL BE ISSUED FOR NEW DEVELOPMENT ON THE PROPERTY UNTIL SUFFICIENT CAPACITY EXISTS OR CAN BE REASONABLY DEMONSTRATED THAT IT WILL EXIST PRIOR TO WHEN SEWER SERVICE IS NEEDED TO SUPPORT ANY SUCH PROPOSED DEVELOPMENT.



VICINITY MAP - 1" = 1000'

SITE DATA AND DEVELOPMENT STANDARDS

OWNERS:	JORDAN MATTHEWS LTD PRTNRP JORDAN REAL ESTATE HOLDINGS LLC LIVE OAK PARTNERS LTD PTNRP
PIN NO: REAL ESTATE TAX ID:	0669170766 0037755
EXISTING ZONING:	NMX: NEIGHBORHOOD MIXED USE
PROPOSED ZONING:	MXR-CU: MIXED USE RESIDENTIAL – CONDITIONAL USE
SITE AREA:	±30.57 AC
RIVER BASIN: WATERSHED OVERLAY:	NEUSE LOWER NEUSE RIVER
EXISTING LAND CLASS:	VACANT, FORESTRY, WOODLAND
PROPOSED USE:	MULTI-FAMILY RECREATION FACILITY, OUTDOOR (<50 ACRES)
PERIMETER BUFFERS:	NORTH – 5' TYPE A & 10' B BUFFER EAST – 25' TYPE C BUFFER WEST – 5' TYPE A & 10' B BUFFER
DENSITY:	MAXIMUM – 15 D.U.A.
OPEN SPACE REQUIRED:	15% MINIMUM (MAY INCLUDE A COMBINATION OF 2 COMPONENTS: TREE PRESERVATION, ACTIVE RECREATION) = (±30.57 AC X 15%) = ±4.586 AC
OPEN SPACE PROVIDED:	±6.0 AC
PRIMARY BUILDING SETBACKS	
FRONT SETBACK:	MINIMUM – 5' MAXIMUM – 15'
SIDE –CORNER SETBACK:	MINIMUM – 5'
SIDE –INTERIOR SETBACK:	MINIMUM – 5'
REAR SETBACK:	MINIMUM – 30'
ACCESSORY BUILDING SETBACKS	
LESS THAN 144 SF:	3'
GREATER THAN OR EQUAL TO 144 SF:	5'
BUILDING HEIGHT:	PRIMARY STRUCTURES – 60' MAXIMUM ACCESSORY STRUCTURES – 30' MAXIMUM

NOTES:
1. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET THE MAXIMUM BUILDING WALL LENGTH FOUND IN UDO SECTION 8.2.F2.B(ii)(a).
2. THE REQUIREMENTS OF UDO SECTION 8.2.F.2.B(ii)(b) ARE MODIFIED TO PROVIDE AS FOLLOWS: FACADES SHALL INCORPORATE WALL OFFSETS, IN THE FORM OF PROJECTIONS OR RECESSES IN THE FAÇADE PLAN, SPACED NO MORE THAN 50 FEET APART. SUCH WALL OFFSETS SHALL BE A MINIMUM OF NINE INCHES (9").
3. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET RESIDENTIAL PRIMARY STRUCTURE(S) FINISHED FLOOR ELEVATIONS ABOVE SIDEWALK GRADES AS FOUND IN UDO TABLE 2.2.1-A.
4. HOLLY SPRINGS PROJECT NUMBER: 22-REZ-02/PLRZ202200019

SEWER FLOW AND WATER DEMAND
1. SEWER STUDY FROM 2021 SAYS FOR 450 APARTMENTS, THE AVERAGE DAILY FLOW WOULD BE 114,750 GPD (450 UNITS X 255 GPD).
2. WATER DEMAND IS 143,438 GPD (319/UNIT) BASED UPON SEWER STUDY OF 255 GPD.

Sheet List Table	
Sheet Number	Sheet Title
RZ0.00	COVER SHEET
RZ1.00	EXISTING CONDITIONS
RZ1.01	RESIDENTIAL MIXED USE PLAN
RZ2.00	CONCEPT PLAN
RZ2.01	TRANSPORTATION PLAN
RZ2.02	OPEN SPACE & PRESERVATION PLAN
RZ3.00	GRADING PLAN
RZ4.00	UTILITY PLAN
RZ5.00	LANDSCAPE PLAN

CONSULTANTS:

DEVELOPER:	NORTHVIEW PARTNERS 6131 FALLS OF NEUSE ROAD SUITE 202 RALEIGH, NC 27609
LANDSCAPE ARCH.:	DESIGN RESOURCE GROUP, PA 1111 HAWTHORNE LANE CHARLOTTE, NC 28205 704.343.0608
SURVEYOR:	BASS, NIXON, & KENNEDY, INC. 6310 CHAPEL HILL ROAD, SUITE 250 RALEIGH, NC 27607 919.851.4422

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NORTH CAROLINA CORPORATE SEAL C-95 C-2165 NCBELS DESIGN RESOURCE GROUP, P.A.

OVERALL CONCEPT PLAN

MERIDIAN SUNSET LAKE COMMONS
TOWN OF HOLLY SPRINGS, NORTH CAROLINA

NORTHVIEW PARTNERS
6131 FALLS OF NEUSE ROAD, SUITE 202
RALEIGH, NORTH CAROLINA 27609

COVER SHEET

0
SCALE: NTS

PROJECT #: 443-014
DRAWN BY: LD
CHECKED BY: SK

JUNE 16, 2026

REVISIONS:

RZ0.00

G:\DESIGN\443-014 - NORTHVIEW PARTNERS SUNSET COMMONS\DWG\RZ\RZ0 - PLOT SHEETS\RZ_RZ0.DWG 6/16/2026 2:54 PM

1. ADAMS, ANTHONY EUGENE
4905 OPTIMIST FARM RD
HOLLY SPRINGS, NC 27540-5198
LAND USE: VACANT
PIN: 0669155801
ZONING: NMX

2. JORDAN MATTHEWS LTP PTNRP JORDAN REAL ESTATE HOLDINGS, LLC
GEORGE JORDAN
PO BOX 4422
CARY, NC 27519-4422
LAND USE: FORESTRY
PIN: 0669153859
ZONING: NMX

3. GONZALEZ, JAVIER DEGONZALEZ, EDNA GAIL EXUM
101 ARLEN PARK PLACE
HOLLY SPRINGS, NC 27540-4001
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN: 0669151806
ZONING: SR

4. RIGGSBEE, CHRISTOPHER PATRICK
100 ARLEN PARK PLACE
HOLLY SPRINGS, NC 27540-4000
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN : 0669069130
ZONING : SR

5. COLVIN, WALTER P., COLVIN, CINDY B.
5378 SUNSET LAKE RD
HOLLY SPRINGS, NC 27540-3794
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN :0669067296
ZONING : SR

6. GHJ HOLDINGS LLC
PO BOX 4422
CARY, NC 27519-4422
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN: 0669160474
ZONING: NMX CU

7. HOLLY LAKES LLC
700 EXPOSITION PLACE, STE 131
RALEIGH, NC 27615-1561
LAND USE: COMMERCIAL
PIN: 0669160768
ZONING: NMX

8. CHATHAM ST INVESTMENTS, LLC
PO BOX 4422
CARY, NC 27519-4422
LAND USE: VACANT
PIN: 0669078176
ZONING: NMX

9. FORLER, DAVID TRUSTEE THE RESTATED GERALDINE A FORLER CEDAR STREET TRUST
227 GAZEBO COURT
WILMINGTON, NC 28409-5053
LAND USE: COMMERCIAL
PIN: 0669077249
ZONING: NMX

10. ROSEN HOLLY SPRINGS LLC
PO BOX 334
NEW YORK, NY 10021-0009
LAND USE: COMMERCIAL
PIN: 0669074641
ZONING: NMX

11. J & D PEACOCK PROPERTIES LLC
5524 BRUSHY MEADOWS DRIVE
FUQUAY-VARINA, NC 27526-8459
LAND USE: VACANT
PIN: 0669080474
ZONING: RR

12. J & D PEACOCK PROPERTIES LLC
5524 BRUSHY MEADOWS DRIVE
FUQUAY-VARINA, NC 27526-8459
LAND USE: VACANT
PIN: 0669080592
ZONING: RR

13. J & D PEACOCK PROPERTIES LLC
5524 BRUSHY MEADOWS DRIVE
FUQUAY-VARINA, NC 27526-8459
LAND USE: VACANT
PIN: 0669081559
ZONING: RR

14. NC DEPARTMENT OF TRANSPORTATION
1505 MAIL SERVICE CENTER
RALEIGH, NC 27699-1505
LAND USE: N/A
PIN: 0669087700
ZONING: RR

15. NC DEPARTMENT OF TRANSPORTATION
JOHN OATES, TRANSPORTATION DIVISION
1505 MAIL SERVICE CENTER
RALEIGH, NC 27699-1505
LAND USE: N/A
PIN: 0669081786
ZONING: RR

16. LOCKHOLLY LLC
2106 PILOT MOUNTAIN CT
APEX, NC 27502-3687
LAND USE: VACANT
PIN: 0669082856
ZONING: RR

17. TA PROPERTIES LLC
3812 MILLTOWN RIDGE RUN
RALEIGH, NC 27612-4394
LAND USE: VACANT
PIN: 0669084689
ZONING: NMX

18. TA PROPERTIES LLC
3812 MILLTOWN RIDGE RUN
RALEIGH, NC 27612-4394
LAND USE: VACANT
PIN: 0669086724
ZONING: NMX

19. NC DEPARTMENT OF TRANSPORTATION
1505 MAIL SERVICE CENTER
RALEIGH, NC 27699-1505
LAND USE: N/A
PIN: 0669087807
ZONING: RR

20. WIGGINS, BEULAH J
9721 HOLLY SPRINGS ROAD
APEX, NC 27539-7621
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN: 0669180877
ZONING: RR

21. INIGUEZ, JESUS MANUEL ARTEAGA MORA, SONIA PERALES
4313 SUNCLIFFE CT.
APEX, NC 27539-8706
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN: 0669183835
ZONING: RR

22. NC DEPARTMENT OF TRANSPORTATION
1546 MAIL SERVICE CENTER
RALEIGH, NC 27699-1500
LAND USE : N/A
PIN : 0669153794
ZONING: RR

23. NC DEPARTMENT OF TRANSPORTATION
1546 MAIL SERVICE CENTER
RALEIGH, NC 27699-1500
LAND USE : N/A
PIN : 0669185608
ZONING : RR

24. MORA, SONIA PERALES INIGUEZ, JESUS MANUEL ARTEA
4313 SUNCLIFFE CT.
APEX, NC 27539-8706
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN : 0669186519
ZONING : RR

25. PIPPEN, MARY WHITFORD PIPPEN, JEFFREY J.
111 N. BELL HAVEN ST
APEX, NC 27539-9366
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN : 0669184404
ZONING: RR

26. DING, XUEZHOU
102 FAIR HAVEN ST
APEX, NC 27539-5366
LAND USE: VACANT
PIN: 0669186350
ZONING: RR

27. FORTUNE4 LLC
185 GREEN DR
MORRISVILLE, NC 27560-8724
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN: 0669186104
ZONING: RR

28. PATHAN, A. KARIM PATHAN, JUBEDA
111 DEVONBROOK LN
CARY, NC 27518-8701
LAND USE: VACANT
PIN: 0669186003
ZONING: RR

29. GENSINGER, JOHN W.
PO BOX 303
RALEIGH, NC 27602-0303
LAND USE: VACANT
PIN: 0669175897
ZONING: RR

30. NICHOLS, PAMELA JONES
102 S. BELL HAVEN ST
APEX, NC 27539-8728
LAND USE: RESIDENTIAL LESS THAN 10 ACRES
PIN: 0669175647
ZONING: RR

31. OPTIMIST COMMONS LLC
5032 SUNSET FAIRWAYS DR
HOLLY SPRINGS, NC 27540-7829
LAND USE: VACANT
PIN: 0669167505
ZONING: NCR CU

MXR-CU

NMX
(NOT TO BE REZONED AS PART OF THIS PETITION)

SHADED AREA REPRESENTS EXISTING SITE AREA TO BE INCLUDED IN PROPOSED REZONING

EXISTING SITE AREA NOT INCLUDED IN PROPOSED REZONING

Ex. WETLANDS BASED ON WETLAND DELINIATION BY BNK SURVEYING DATED 1/18/2001 (TYP.)

FEMA FLOODPLAIN BASED ON FEMA PANEL 3720066900K DATED 7/19/2022 (TYP.)

50' NEUSE RIVER RIPARIAN BUFFER (MEASURED FROM TOP OF BANK)

EX. 20' SANITARY SEWER EASEMENT

EX. 70' DUKE POWER EASEMENT

EX. M. BELL HAVEN STREET

EX. WOODED ACRES STREET

EX. LASSITER ROAD

EX. HOLLY SPRINGS ROAD

EX. SUNSET LAKE ROAD

EX. OPTIMIST FARM ROAD

ARLEN PARK PLACE

WETLANDS

FLOODWAY

SCALE IN FEET
0 50 100 200 300 400

BNK
BASS | NIXON | KENNEDY
CONSULTING ENGINEERS

BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
6310 CHAPEL HILL ROAD, SUITE 250, RALEIGH, NC 27607
TELEPHONE: (919)851-4422; FAX: (919)851-8968
CERTIFICATION NUMBERS: NCBELS (C-0110); NCBOLA (C-0267)

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

JOB NO. 16169 | DATE 12-7-23 | DRAWN BY JJONES

EXISTING CONDITIONS PLAN

SCALE: 1" = 100'

MERIDIAN AT SUNSET LAKE COMMONS

TOWN OF HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

SHEET C1.0

NOT RELEASED FOR CONSTRUCTION OR BID SOLICITATION

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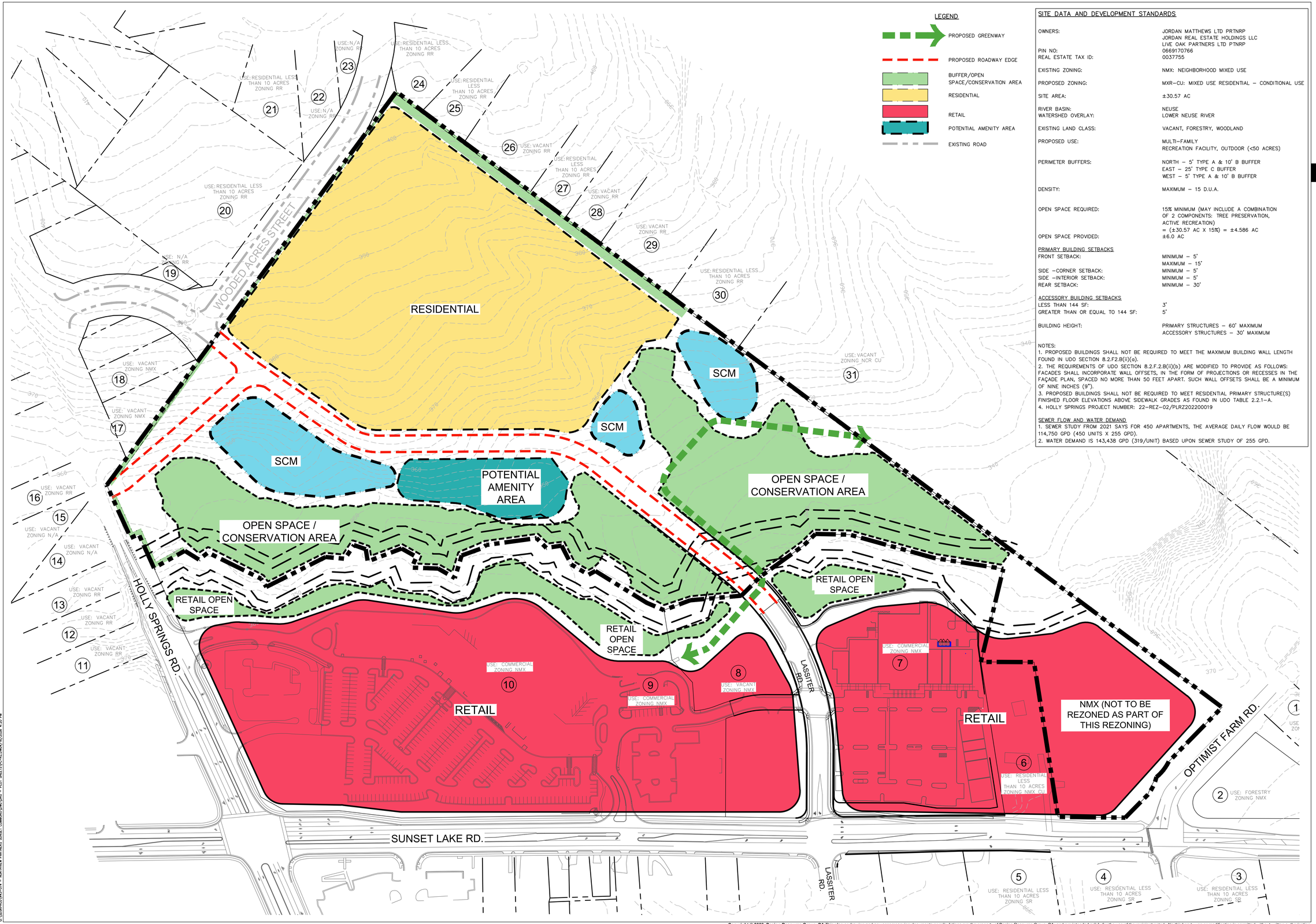
12/18/2023 10:03:36 AM PLOT BY: jjeremy R:\2016\16169 - Northview - Holly Springs Apts\CIVIL\03 Preliminary\C1.0 Existing Conditions Plan.dgn



LEGEND

- PROPOSED GREENWAY
- PROPOSED ROADWAY EDGE
- BUFFER/OPEN SPACE/CONSERVATION AREA
- RESIDENTIAL
- RETAIL
- POTENTIAL AMENITY AREA
- EXISTING ROAD

SITE DATA AND DEVELOPMENT STANDARDS

OWNERS:	JORDAN MATTHEWS LTD PRTNRP JORDAN REAL ESTATE HOLDINGS LLC LIVE OAK PARTNERS LTD PTNRP
PIN NO:	0669170766
REAL ESTATE TAX ID:	0037755
EXISTING ZONING:	NMX: NEIGHBORHOOD MIXED USE
PROPOSED ZONING:	MXR-CU: MIXED USE RESIDENTIAL - CONDITIONAL USE
SITE AREA:	±30.57 AC
RIVER BASIN:	NEUSE
WATERSHED OVERLAY:	LOWER NEUSE RIVER
EXISTING LAND CLASS:	VACANT, FORESTRY, WOODLAND
PROPOSED USE:	MULTI-FAMILY RECREATION FACILITY, OUTDOOR (<50 ACRES)
PERIMETER BUFFERS:	NORTH - 5' TYPE A & 10' B BUFFER EAST - 25' TYPE C BUFFER WEST - 5' TYPE A & 10' B BUFFER
DENSITY:	MAXIMUM - 15 D.U.A.
OPEN SPACE REQUIRED:	15% MINIMUM (MAY INCLUDE A COMBINATION OF 2 COMPONENTS: TREE PRESERVATION, ACTIVE RECREATION) = (±30.57 AC X 15%) = ±4.586 AC
OPEN SPACE PROVIDED:	±6.0 AC
PRIMARY BUILDING SETBACKS	
FRONT SETBACK:	MINIMUM - 5' MAXIMUM - 15'
SIDE -CORNER SETBACK:	MINIMUM - 5'
SIDE -INTERIOR SETBACK:	MINIMUM - 5'
REAR SETBACK:	MINIMUM - 30'
ACCESSORY BUILDING SETBACKS	
LESS THAN 144 SF:	3'
GREATER THAN OR EQUAL TO 144 SF:	5'
BUILDING HEIGHT:	PRIMARY STRUCTURES - 60' MAXIMUM ACCESSORY STRUCTURES - 30' MAXIMUM

NOTES:
1. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET THE MAXIMUM BUILDING WALL LENGTH FOUND IN UDO SECTION 8.2.F2.B(ii)(a).
2. THE REQUIREMENTS OF UDO SECTION 8.2.F.2.B(ii)(b) ARE MODIFIED TO PROVIDE AS FOLLOWS: FACADES SHALL INCORPORATE WALL OFFSETS, IN THE FORM OF PROJECTIONS OR RECESSES IN THE FAÇADE PLAN, SPACED NO MORE THAN 50 FEET APART. SUCH WALL OFFSETS SHALL BE A MINIMUM OF NINE INCHES (9").
3. PROPOSED BUILDINGS SHALL NOT BE REQUIRED TO MEET RESIDENTIAL PRIMARY STRUCTURE(S) FINISHED FLOOR ELEVATIONS ABOVE SIDEWALK GRADES AS FOUND IN UDO TABLE 2.2.1-A.
4. HOLLY SPRINGS PROJECT NUMBER: 22-REZ-02/PLRZ202200019

SEWER FLOW AND WATER DEMAND
1. SEWER STUDY FROM 2021 SAYS FOR 450 APARTMENTS, THE AVERAGE DAILY FLOW WOULD BE 114,750 GPD (450 UNITS X 255 GPD).
2. WATER DEMAND IS 143,438 GPD (319/UNIT) BASED UPON SEWER STUDY OF 255 GPD.

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NORTH CAROLINA CORPORATE SEAL C-95 C-2165 NCBELS DESIGN RESOURCE GROUP, P.A.

OVERALL CONCEPT PLAN

MERIDIAN
SUNSET LAKE COMMONS
TOWN OF HOLLY SPRINGS, NORTH CAROLINA

NORTHVIEW PARTNERS
6131 FALLS OF NEUSE ROAD, SUITE 202
RALEIGH, NORTH CAROLINA 27609

RESIDENTIAL MIXED USE PLAN

50 0 50 100 SCALE: 1" = 100'

PROJECT #:	443-014
DRAWN BY:	LD
CHECKED BY:	SK

APRIL 17, 2026

REVISIONS:

RZ1.01

BLOCKING LAYOUT SHOWN FOR ILLUSTRATIVE PURPOSES, PROJECT LAYOUT WILL BE FINALIZED IN DEVELOPMENT PLAN

60' AREA FOR BUILDING HEIGHT NOT TO EXCEED 35'

LEGEND

- PROPOSED SITE ACCESS AND PUBLIC ROAD
- PROPOSED GREENWAY
- PROPOSED ROADWAY EDGE
- PRIVATE DRIVE
- BUFFER/OPEN SPACE/CONSERVATION AREA
- MULTI-FAMILY
- POTENTIAL AMENITY AREA
- PROPOSED PEDESTRIAN SIDEWALK
- EXISTING ROAD

5' TYPE A PERIMETER BUFFER

25' TYPE C PERIMETER BUFFER

10' TYPE B PERIMETER BUFFER

EXISTING PUBLIC ROAD EXTENSION BY NCDOT

WOODED ACRES STREET

BUILDING/ PARKING ENVELOPE

RESIDENTIAL AMENITY

PUBLIC STREET NETWORK

PRIVATE DRIVE

SCM

POTENTIAL AMENITY AREA

FLOODPLAIN, (TYP.)

OPEN SPACE / CONSERVATION AREA

CONNECTION TO EXISTING ROAD NETWORK

EXACT LOCATION TO BE COORDINATED PER STAFF AND USACE RECOMMENDATIONS

GREENWAY

NMX (NOT TO BE REZONED AS PART OF THIS REZONING

HOLLY SPRINGS RD.

SUNSET LAKE RD.

LASSITER RD.

OPTIMIST FARM RD.

SITE DATA AND DEVELOPMENT STANDARDS

OWNERS:	JORDAN MATTHEWS LTD PRTNRP JORDAN REAL ESTATE HOLDINGS LLC LIVE OAK PARTNERS LTD PTNRP
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PROPOSED USE:	MULTI-FAMILY RECREATION FACILITY, OUTDOOR (<50 ACRES)
PERIMETER BUFFERS:	NORTH - 5' TYPE A & 10' B BUFFER EAST - 25' TYPE C BUFFER WEST - 5' TYPE A & 10' B BUFFER
DENSITY:	MAXIMUM - 15 D.U.A.
OPEN SPACE REQUIRED:	15% MINIMUM (MAY INCLUDE A COMBINATION OF 2 COMPONENTS: TREE PRESERVATION, ACTIVE RECREATION) = (±30.57 AC X 15%) = ±4.586 AC
OPEN SPACE PROVIDED:	±6.0 AC
PRIMARY BUILDING SETBACKS	
FRONT SETBACK:	MINIMUM - 5' MAXIMUM - 15'
SIDE -CORNER SETBACK: SIDE -INTERIOR SETBACK: REAR SETBACK:	MINIMUM - 5' MINIMUM - 5' MINIMUM - 30'
ACCESSORY BUILDING SETBACKS	
LESS THAN 144 SF: GREATER THAN OR EQUAL TO 144 SF:	3' 5'
BUILDING HEIGHT:	PRIMARY STRUCTURES - 60' MAXIMUM ACCESSORY STRUCTURES - 30' MAXIMUM

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OVERALL CONCEPT PLAN

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TOWN OF HOLLY SPRINGS, NORTH CAROLINA

NORTHVIEW PARTNERS
6131 FALLS OF NEUSE ROAD, SUITE 202
RALEIGH, NORTH CAROLINA 27609

CONCEPT PLAN

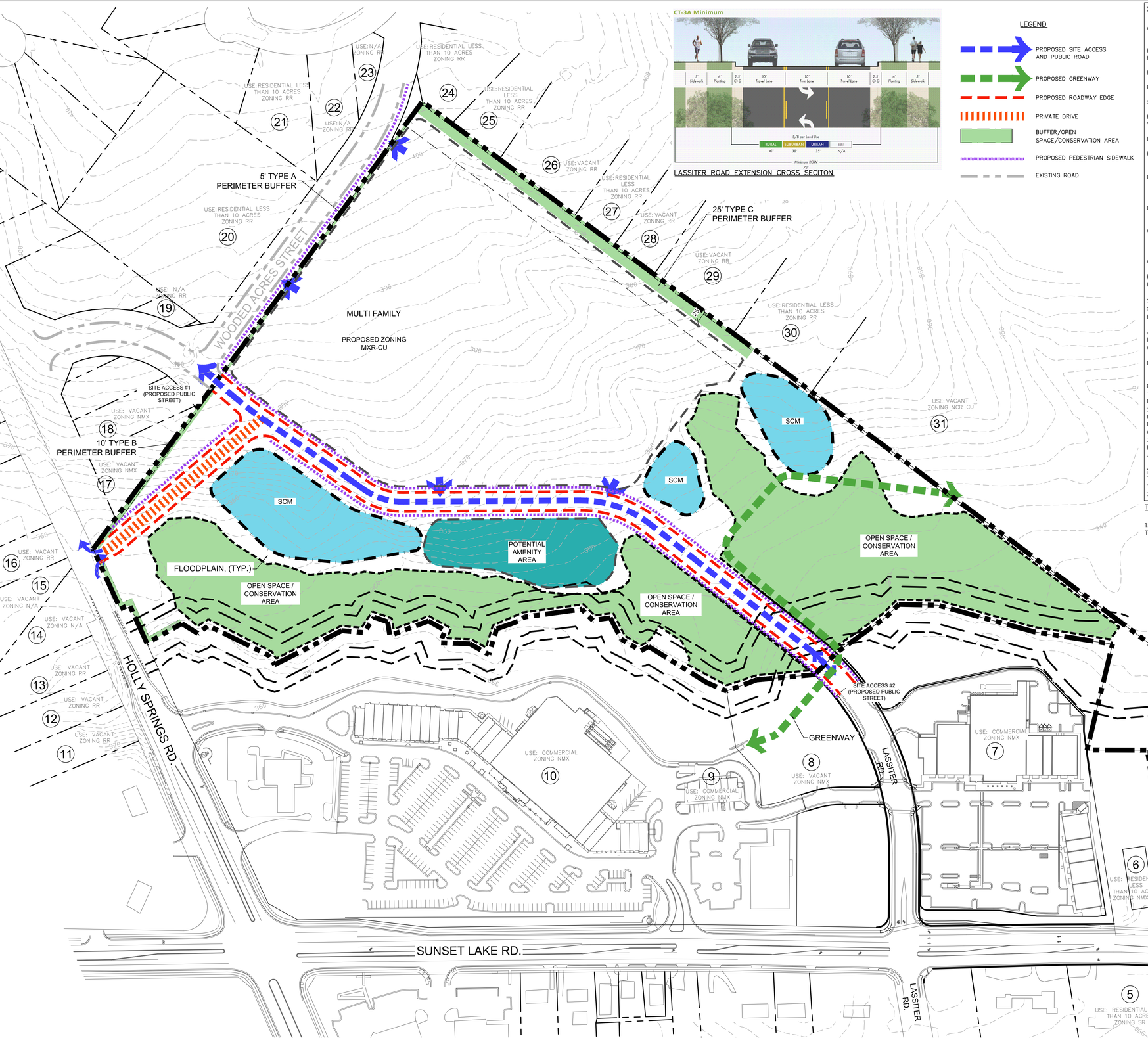
50 0 50 100 N
SCALE: 1" = 100'

PROJECT #:	443-014
DRAWN BY:	LD
CHECKED BY:	SK

APRIL 17, 2026

REVISIONS:

RZ2.00



CT-3A Minimum

LASSITER ROAD EXTENSION CROSS SECITON

LEGEND

- PROPOSED SITE ACCESS AND PUBLIC ROAD
- PROPOSED GREENWAY
- PROPOSED ROADWAY EDGE
- PRIVATE DRIVE
- BUFFER/OPEN SPACE/CONSERVATION AREA
- PROPOSED PEDESTRIAN SIDEWALK
- EXISTING ROAD

SITE DATA AND DEVELOPMENT STANDARDS

OWNERS:	JORDAN MATTHEWS LTD PRTNRP JORDAN REAL ESTATE HOLDINGS LLC LIVE OAK PARTNERS LTD PTNRP
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OPEN SPACE REQUIRED:	15% MINIMUM (MAY INCLUDE A COMBINATION OF 2 COMPONENTS: TREE PRESERVATION, ACTIVE RECREATION) = (±30.57 AC X 15%) = ±4.586 AC
OPEN SPACE PROVIDED:	±6.0 AC
PRIMARY BUILDING SETBACKS	
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SIDE –CORNER SETBACK:	MINIMUM – 5'
SIDE –INTERIOR SETBACK:	MINIMUM – 5'
REAR SETBACK:	MINIMUM – 30'
ACCESSORY BUILDING SETBACKS	
LESS THAN 144 SF:	3'
GREATER THAN OR EQUAL TO 144 SF:	5'
BUILDING HEIGHT:	PRIMARY STRUCTURES – 60' MAXIMUM ACCESSORY STRUCTURES – 30' MAXIMUM

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4. HOLLY SPRINGS PROJECT NUMBER: 22-REZ-02/PLRZ202200019

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2. WATER DEMAND IS 143,438 GPD (319/UNIT) BASED UPON SEWER STUDY OF 255 GPD.

TRANSPORTATION NOTES

1. ALL ROADWAY WIDENING WILL BE DONE IN ACCORDANCE WITH THE UDO AND CTP ACROSS ALL PROJECT STREET FRONTAGES

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MERIDIAN
SUNSET LAKE COMMONS
TOWN OF HOLLY SPRINGS, NORTH CAROLINA

NORTHVIEW PARTNERS
6131 FALLS OF NEUSE ROAD, SUITE 202
RALEIGH, NORTH CAROLINA 27609

TRANSPORTATION PLAN

50 0 50 100
SCALE: 1" = 100'

PROJECT #:	443-014
DRAWN BY:	LD
CHECKED BY:	SK

APRIL 17, 2026

REVISIONS:

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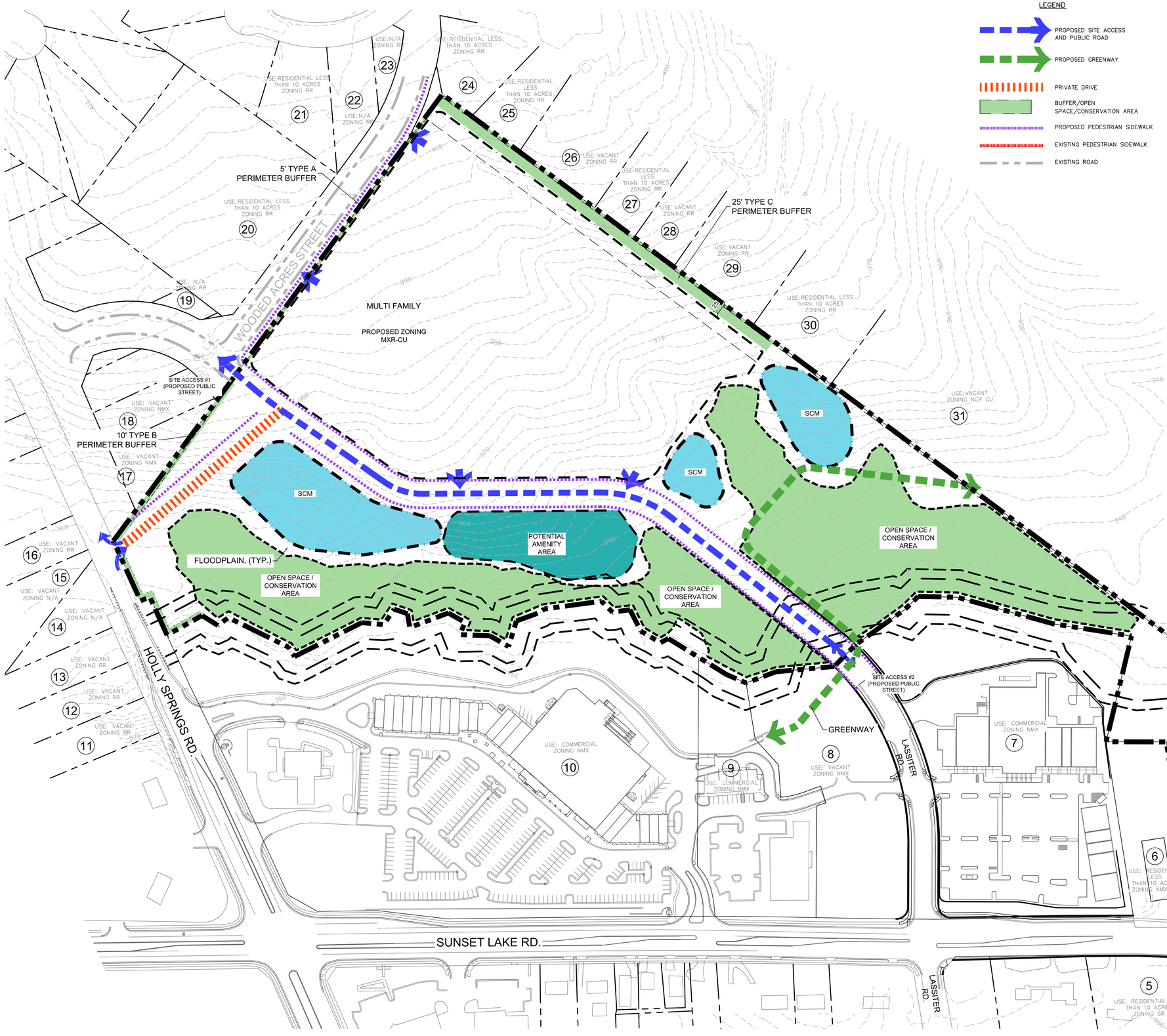

SITE DATA AND DEVELOPMENT STANDARDS

OWNERS:	JORDAN MATTHEWS LTD PRTNRP JORDAN REAL ESTATE HOLDINGS LLC LIVE OAK PARTNERS LTD PTNRP
PIN NO: REAL ESTATE TAX ID:	0669170766 0037755
EXISTING ZONING:	NMX: NEIGHBORHOOD MIXED USE
PROPOSED ZONING:	MXR-CU: MIXED USE RESIDENTIAL – CONDITIONAL USE
SITE AREA:	±30.57 AC
RIVER BASIN: WATERSHED OVERLAY:	NEUSE LOWER NEUSE RIVER
EXISTING LAND CLASS:	VACANT, FORESTRY, WOODLAND
PROPOSED USE:	MULTI-FAMILY RECREATION FACILITY, OUTDOOR (<50 ACRES)
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ACCESSORY BUILDING SETBACKS LESS THAN 144 SF: GREATER THAN OR EQUAL TO 144 SF:	 3' 5'
BUILDING HEIGHT:	PRIMARY STRUCTURES – 60' MAXIMUM ACCESSORY STRUCTURES – 30' MAXIMUM

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OPEN SPACE NOTES

1. FINAL OPEN SPACE DESIGNS SHALL BE DETERMINED AT THE TIME OF CONSTRUCTION DRAWINGS SUBMITTAL.

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OVERALL CONCEPT PLAN

MERIDIAN SUNSET LAKE COMMONS

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

NORTHVIEW PARTNERS
6131 FALLS OF NEUSE ROAD, SUITE 202
RALEIGH, NORTH CAROLINA 27609

OPEN SPACE PLAN

50 0 50 100 N
SCALE: 1" = 100'

PROJECT #:	443-014
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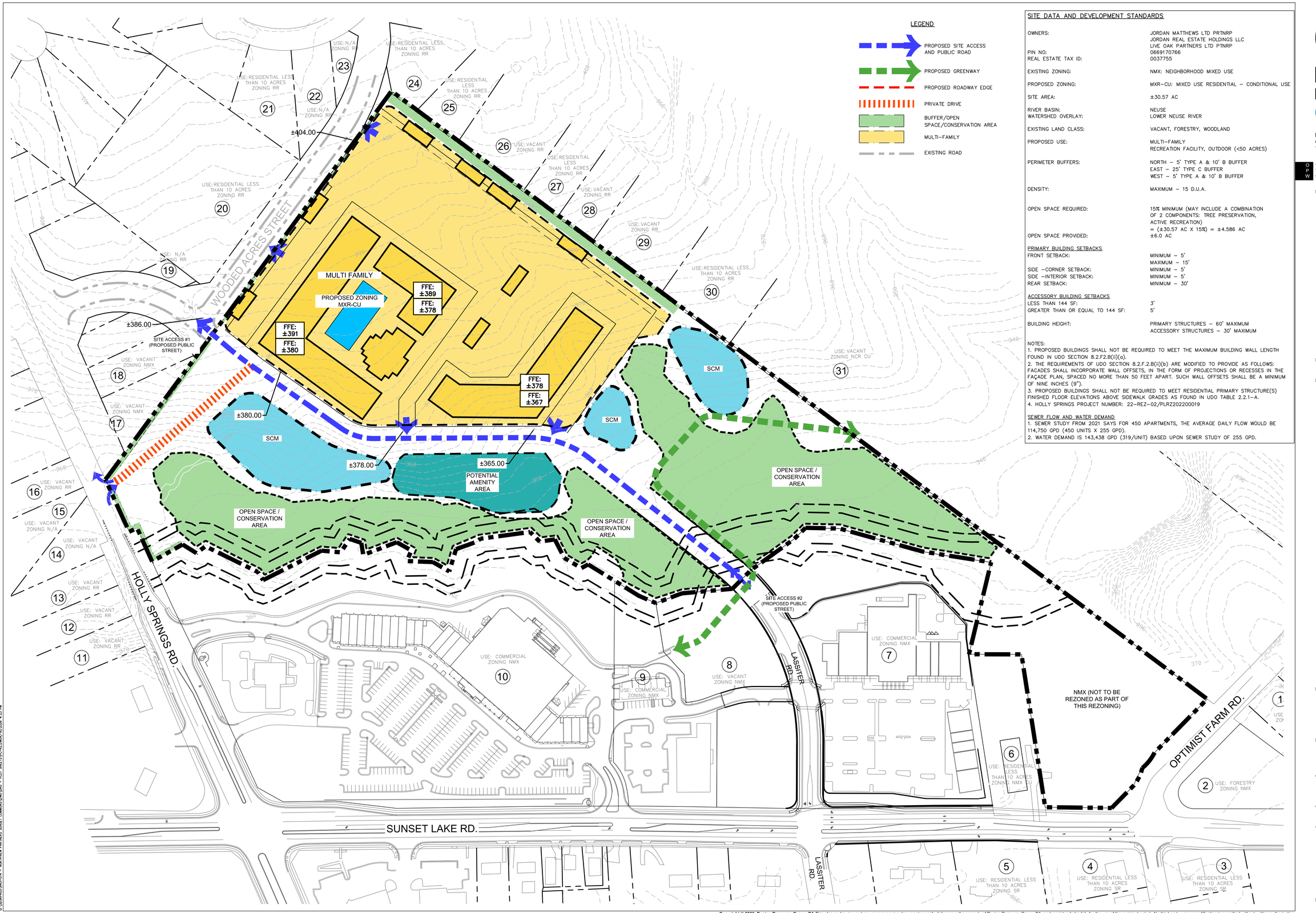

SITE DATA AND DEVELOPMENT STANDARDS

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PIN NO:	0669170766
REAL ESTATE TAX ID:	0037755
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SITE AREA:	±30.57 AC
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RALEIGH, NORTH CAROLINA 27609

GRADING PLAN

50 0 50 100
SCALE: 1" = 100'

PROJECT #:	443-014
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CHECKED BY:	SK

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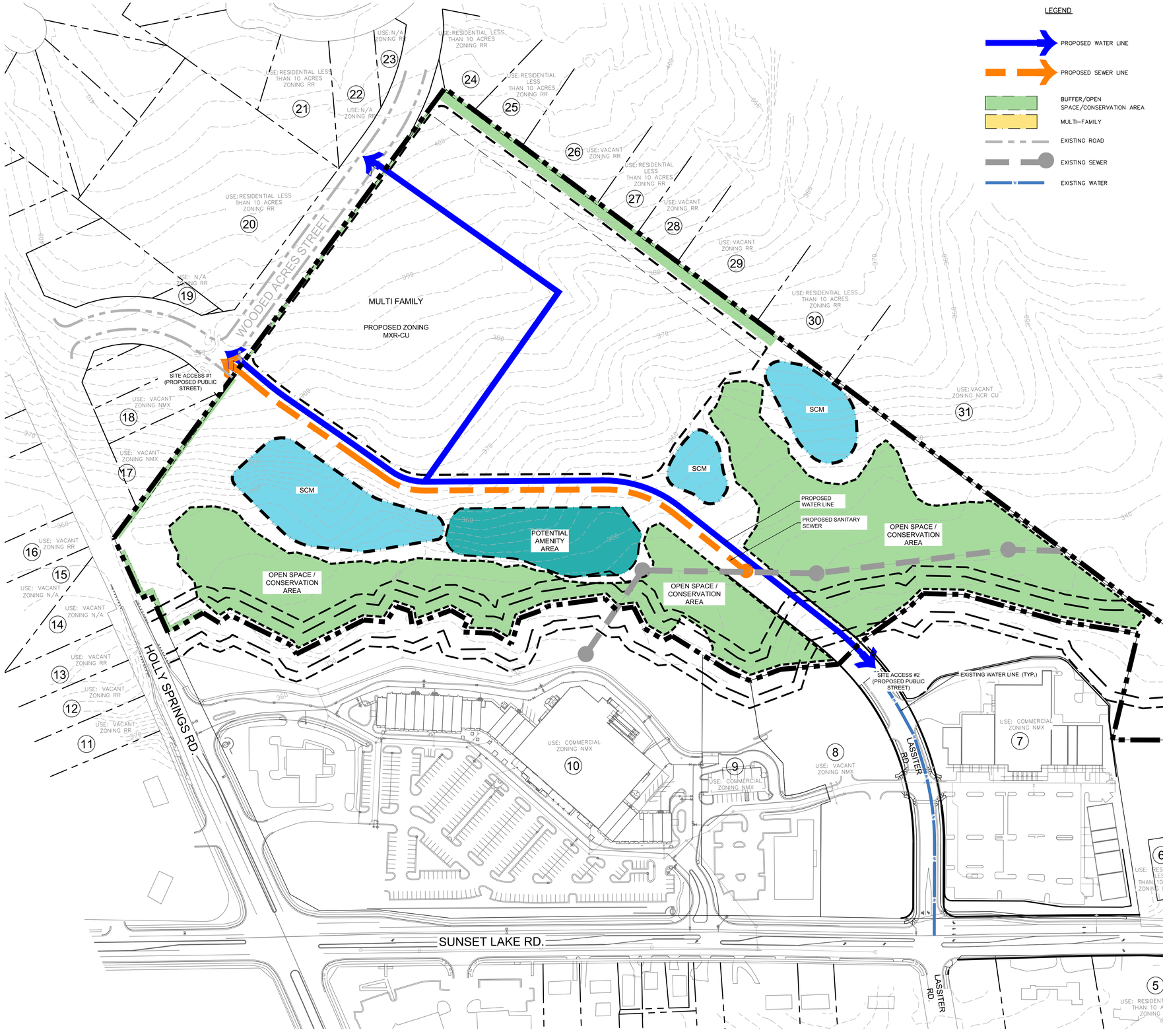

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UTILITY PLAN

50 0 50 100
SCALE: 1" = 100'

PROJECT #:	443-014
DRAWN BY:	LD
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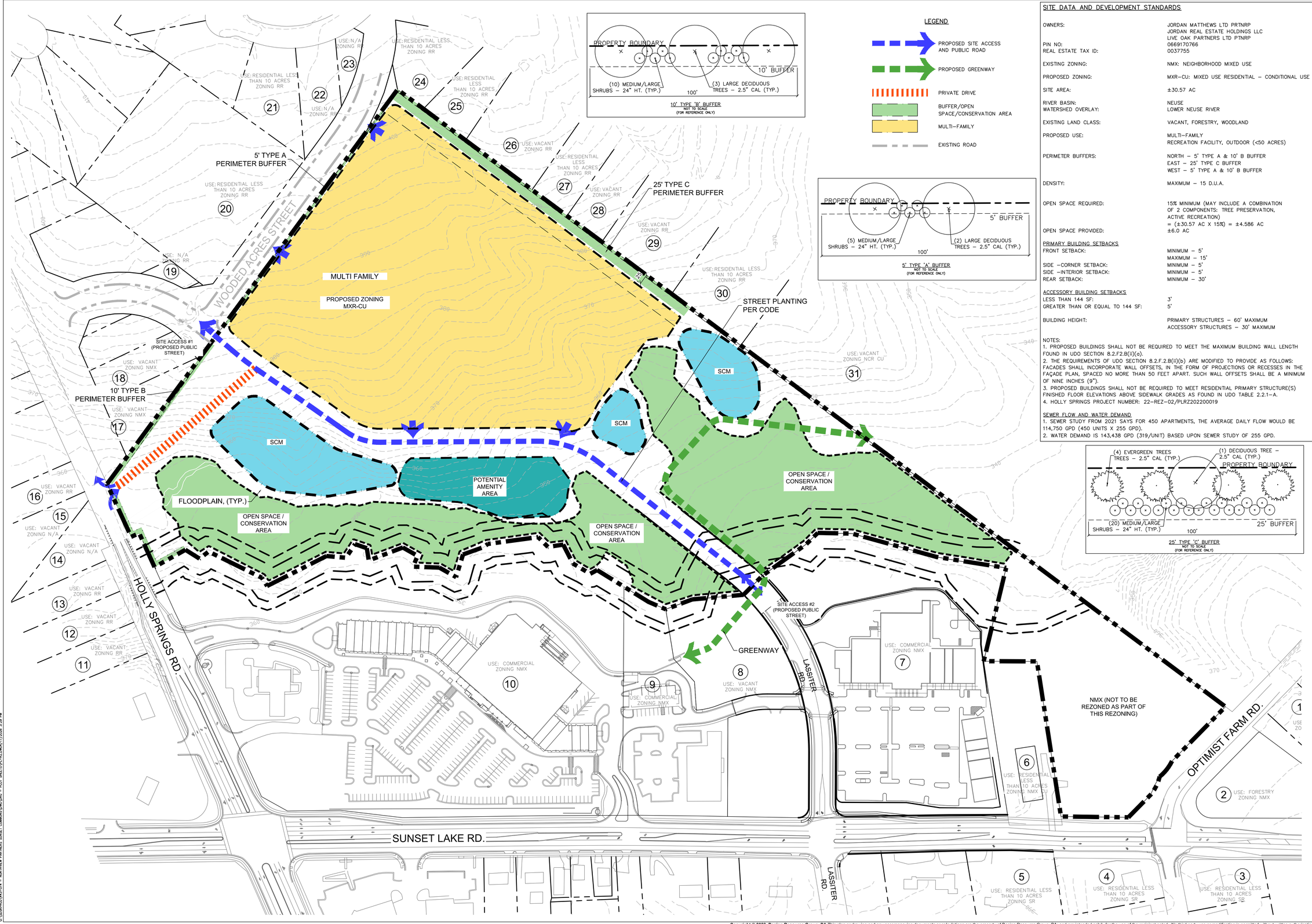

LEGEND

- PROPOSED SITE ACCESS AND PUBLIC ROAD
- PROPOSED GREENWAY
- PRIVATE DRIVE
- BUFFER/OPEN SPACE/CONSERVATION AREA
- MULTI-FAMILY
- EXISTING ROAD

SITE DATA AND DEVELOPMENT STANDARDS

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OVERALL CONCEPT PLAN

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LANDSCAPE PLAN

50 0 50 100 N
SCALE: 1' - 100'

PROJECT #:	443-014
DRAWN BY:	LD
CHECKED BY:	SK

APRIL 17, 2026

REVISIONS:

RZ5.00

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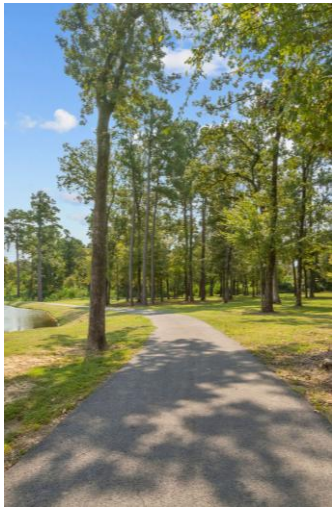

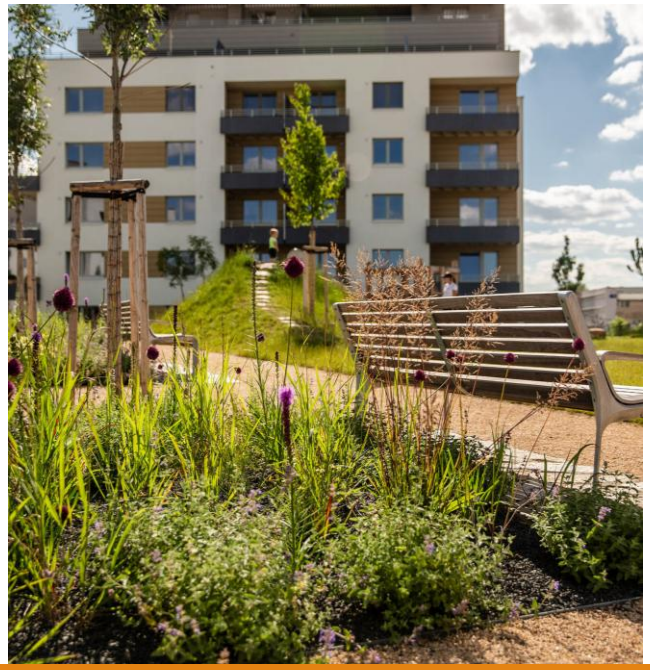



Meridian Sunset Lake Commons

DEVELOPMENT AND DESIGN MANUAL

5/7/26

*Images are for demonstration purposes only.

MERIDIAN SUNSET LAKE COMMONS

NorthView Partners
DEVELOPMENT • CONSTRUCTION • INVESTMENT MANAGEMENT

DEVELOPER

NORTHVIEW PARNTERS
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RALEIGH, NC 27609

DESIGN RESOURCE GROUP

LANDSCAPE ARCHITECTURE AND LAND PLANNING

DESIGN RESOURCE GROUP, PA
1111 HAWTHORNE LANE
CHARLOTTE, NC 28205

SCOTT KIGER
704.343.0608
scott@drgrp.com

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   - VISION
   - APPLICATION
   - VICINITY MAP

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1 Introduction

PURPOSE

Meridian Sunset Lake Commons is located within the Northeast Gateway into Holly Springs, near the newly extended NC 540 and the intersection of Holly Springs Road and Lassiter Road. This residential community will allow for high-quality multifamily housing with strong multimodal connection to existing neighborhood-scale commercial options.

This Design Manual utilizes conceptual images to properly convey design elements which speak to: caliber of design, overall quality of materials and the type, character, and relationship of design elements that may be used and combined to create a unique sense of place. As a result, the actual design will naturally vary from the Town's architectural standards with the overall design including materials and design elements similar to those pictured and described in this Design Manual to achieve a high-quality development.

This manual is also designed to provide the developer with opportunities for creativity in achieving the committed level of design and quality at time of development. The pictures and descriptions in this Manual are conceptual examples of the materials and design envisioned for the community ("design elements") and are i) not intended to be exclusive, (ii) not exhaustive examples of design elements that will meet the level of quality required, and (iii) not required to be duplicated in the design or construction of Meridian Sunset Lake Commons. Instead, these design elements are intended to be used as examples of acceptable building articulation, street level architecture, materials, landscaping, gathering and open spaces, conservation areas, public amenity and placemaking (together "Guideline elements"). Guideline elements are intended to be applied in a manner that promotes variability and variation, in order to achieve the overall goal of creating Meridian Sunset Lake Commons as a high-quality development.

VISION

Generally, Meridian Sunset Lake Commons will accomplish the design objectives by:

- Fostering synergies with the existing nearby retail spaces to create a seamless, multimodal connection between Meridian Sunset Lake Commons and the Sunset Lake Commons shopping center. This integration will enhance accessibility, improve pedestrian flow, and promote a cohesive experience for both residents and visitors, benefiting the surrounding community and businesses;
- Strategically position a high-quality multifamily community near the newly extended NC 540, offering convenient access to major transportation routes;
- Utilizing open space and conservation areas to create a natural and peaceful environment, inviting visitors and residents to explore and linger throughout the development;
- Including a high level of sophistication in style, character, and design throughout Meridian Sunset Lake Commons, in a manner that accentuates the individual uses while weaving an overall blended fabric that speaks to the project's unique amenities and architecture;
- Designing the community in a manner to present the buildings in a distinguished and appealing way, consistent with the overall development;
- Thoughtfully integrating attractive hardscaping and landscaping throughout well-designed community gathering spaces; and
- Utilizing high quality material to construct the buildings, architectural features, fixtures, hardscaping, and landscaping.

1 Introduction

APPLICATION

This Design Manual was developed for the Meridian Sunset Lake Commons rezoning to help facilitate the development as a high quality, residential development. The purpose of this Design Manual is to ensure that Meridian Sunset Lake Commons is developed with a higher level of quality and an overall higher caliber of design than would otherwise be required by the Town of Holly Springs' existing building & design standards which are contained in the Town's Unified Development Ordinance ("UDO").

The Manual pursues these purposes by identifying specific types of design elements and then illustrating the level of quality required for Meridian Sunset Lake Commons. This Design Manual utilizes pictures to convey the caliber of design, overall quality of materials, and the type, character, and relationship of design elements that may be used and combined to create a unique and special sense of place for Meridian Sunset Lake Commons.

VICINITY MAP

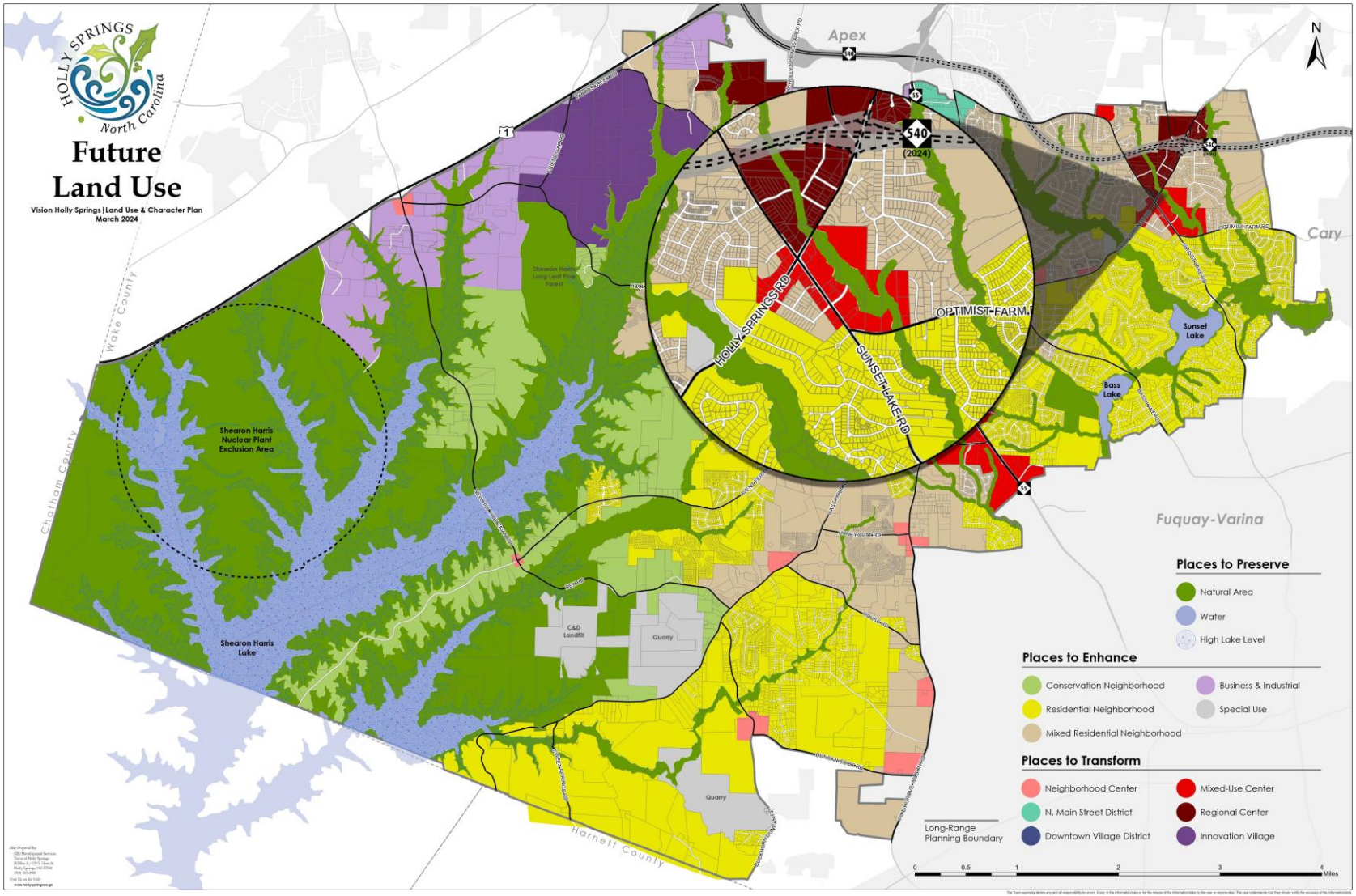


2 Land Use

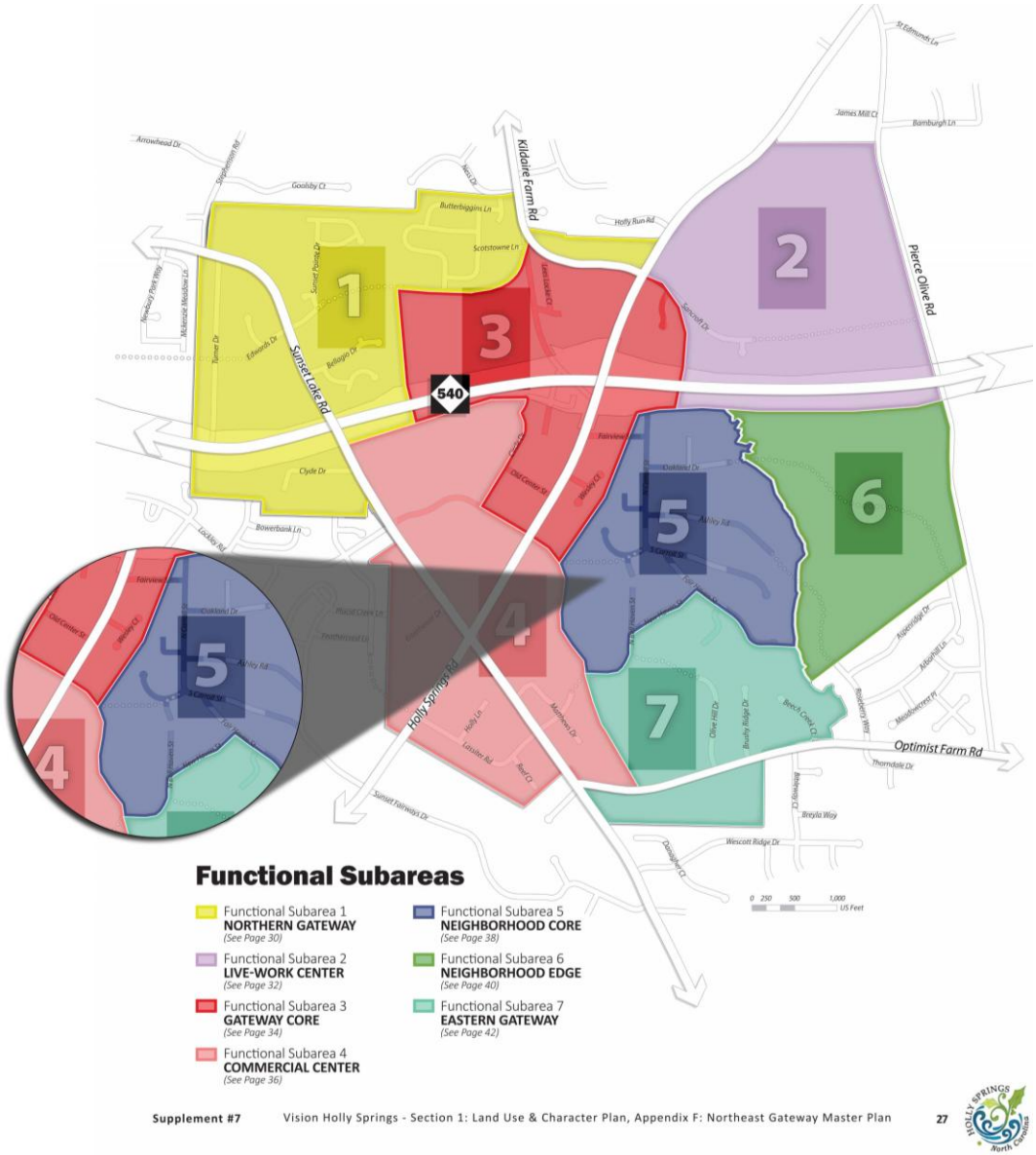
VISION

Meridian Sunset Lake Commons is a multifamily community that will be nestled just east of Holly Springs Road north of the popular Sunset Commons Shopping Center. Primary access to these multifamily units will be via Lassiter Road, which is being extended as part of this development through the site to its current terminus within Sunset Commons Shopping Center. The current zoning for this parcel is Neighborhood Mixed Use (NMX) and the proposed rezoning is Mixed Use Residential Conditional Use (per the UDO that existed as of the date this rezoning was filed). Additional standards for the development are included within the Development Agreement for the rezoning. The subject property lies within the Town's recently adopted Northeast Gateway Plan. Per the Gateway Plan, the developed portions of the subject property are located almost entirely within Functional Subarea 5 and "should be developed according to Mid-Density Dwellings Land Use" with apartments dwellings recommended for 4-6 stories in height (see page 43 of the Northeast Gateway Plan). The proposed multifamily development at the heights proposed is consistent with this guidance and will be highly complementary to the existing shopping center by locating the multifamily within walkable and bikeable services. Furthermore, with the conditions proposed, appropriate building placement per the Master Plan ensures dwellings will be located along Lassiter Road, providing appropriate transitions away from existing smaller scale residential uses. Efforts will be made to minimize impacts to existing environmental features, while at the same time extending key Town infrastructure with Lassiter Road and extension of the Town's planned greenway in this area.

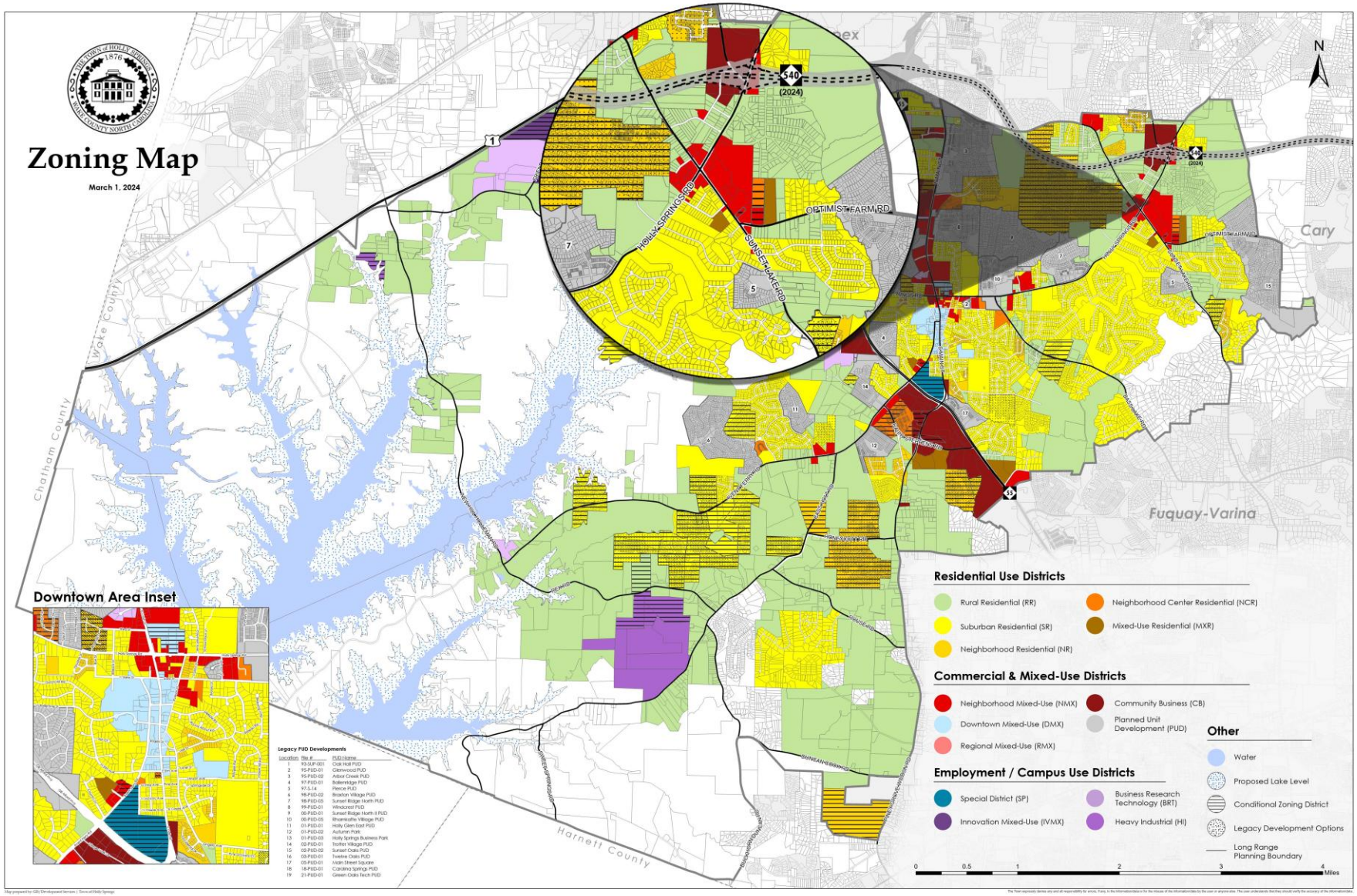
2 Land Use


HOLLY SPRINGS
North Carolina
Future Land Use
Vision Holly Springs | Land Use & Character Plan
March 2024
Apex
Cary
Fuquay-Varina
Wake County
Chatham County
Harnett County
N
540
(2024)
HOLLY SPRINGS RD
SUNSET LAKE RD
OPTIMIST FARM
Sunset Lake
Bass Lake
Shearon Harris Nuclear Plant Exclusion Area
Shearon Harris Lake
C&D Landfill
Quarry
Quarry
Shearon Harris Long Leaf Pine Forest
Places to Preserve
Natural Area
Water
High Lake Level
Places to Enhance
Conservation Neighborhood
Residential Neighborhood
Mixed Residential Neighborhood
Business & Industrial
Special Use
Places to Transform
Neighborhood Center
N. Main Street District
Downtown Village District
Mixed-Use Center
Regional Center
Innovation Village
Long-Range Planning Boundary
0
0.5
1
2
3
4
Miles

2 Northeast Gateway Land Use & Character Plan



3 Zoning

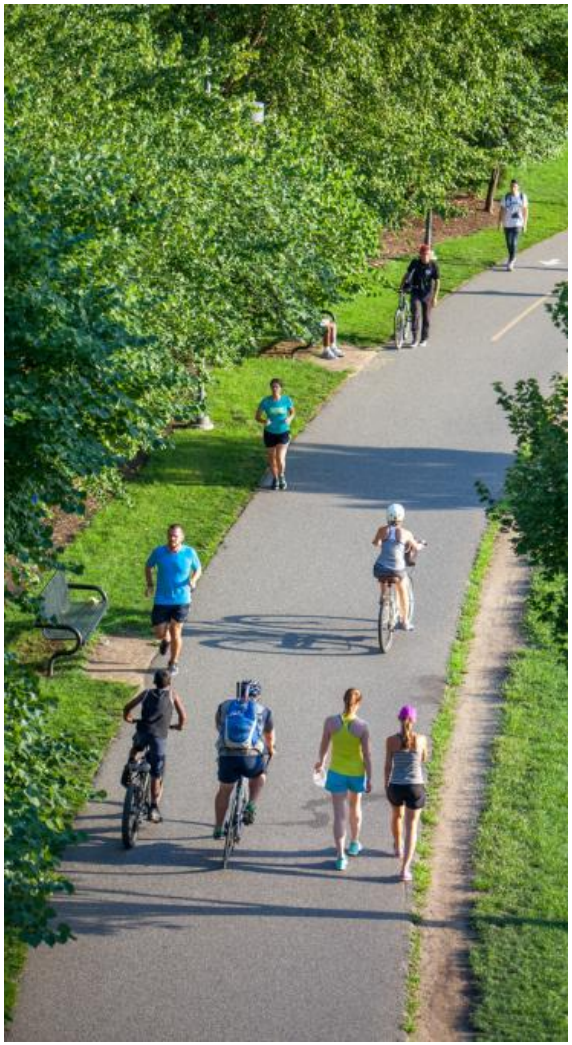

Zoning Map
March 1, 2024
Downtown Area Inset
Legacy PUD Developments
Residential Use Districts
Rural Residential (RR)
Suburban Residential (SR)
Neighborhood Residential (NR)
Neighborhood Center Residential (NCR)
Mixed-Use Residential (MXR)
Commercial & Mixed-Use Districts
Neighborhood Mixed-Use (NMX)
Downtown Mixed-Use (DMX)
Regional Mixed-Use (RMX)
Community Business (CB)
Planned Unit Development (PUD)
Employment / Campus Use Districts
Special District (SP)
Innovation Mixed-Use (IVMX)
Business Research Technology (BRT)
Heavy Industrial (HI)
Other
Water
Proposed Lake Level
Conditional Zoning District
Legacy Development Options
Long Range Planning Boundary
Miles
Wake County
Chatham County
Harnett County
Cary
Fuquay-Varina
OPTIMIST FARM RD
HOLLY SPRINGS RD
SUNSET LAKE RD

3 Zoning

PURPOSE

The proposed rezoning to MXR Conditional Use is consistent with Holly Springs' Future Land Use Map, and the intent of the Comprehensive Land Use Plan and Northeast Gateway Plan. The proposed rezoning will allow for a high quality residential development that will locate residential density at an appropriate location: in close proximity to Holly Springs Road and NC-540; walkable and bikeable to goods and services at Sunset Commons Shopping Center; and along the Town's greenway. This project will be context sensitive, preserving existing environmental features while at the same time adding to the Town's critical infrastructure by extending Lassiter Road – which will connect Sunset Lake Road to Holly Springs Road without having to further impact the current intersection – and also the Town's greenway planned for this area.





4 Proposed Development

VISION

Meridian Sunset Lake Commons is a multifamily community proposed on approximately 30.57 acres comprised of the majority of one existing parcel near the newly extended NC 540 and the intersection of Holly Springs Road and Sunset Lake Road. This project will consist of multifamily units, multi-story carriage buildings, potential public amenity dedication, conservation area, and multimodal connections to existing commercial uses. The potential public amenity area to be no less than 20,000 square feet and may include amenities such as public art, community plaza and playground.

This project will provide increased housing options for Holly Springs residents. The development will include both multi-story carriage buildings and multifamily buildings that will increase housing stock for the growing population of the Town. The development is positioned well to offer Holly Springs residents convenient access to both major transportation and existing commercial uses.

The project will incorporate a significant extension of Lassiter Road, multimodal connectivity through sidewalks and greenways, open space /conservation areas, and an inclusive public amenity area for residents of Holly Springs.







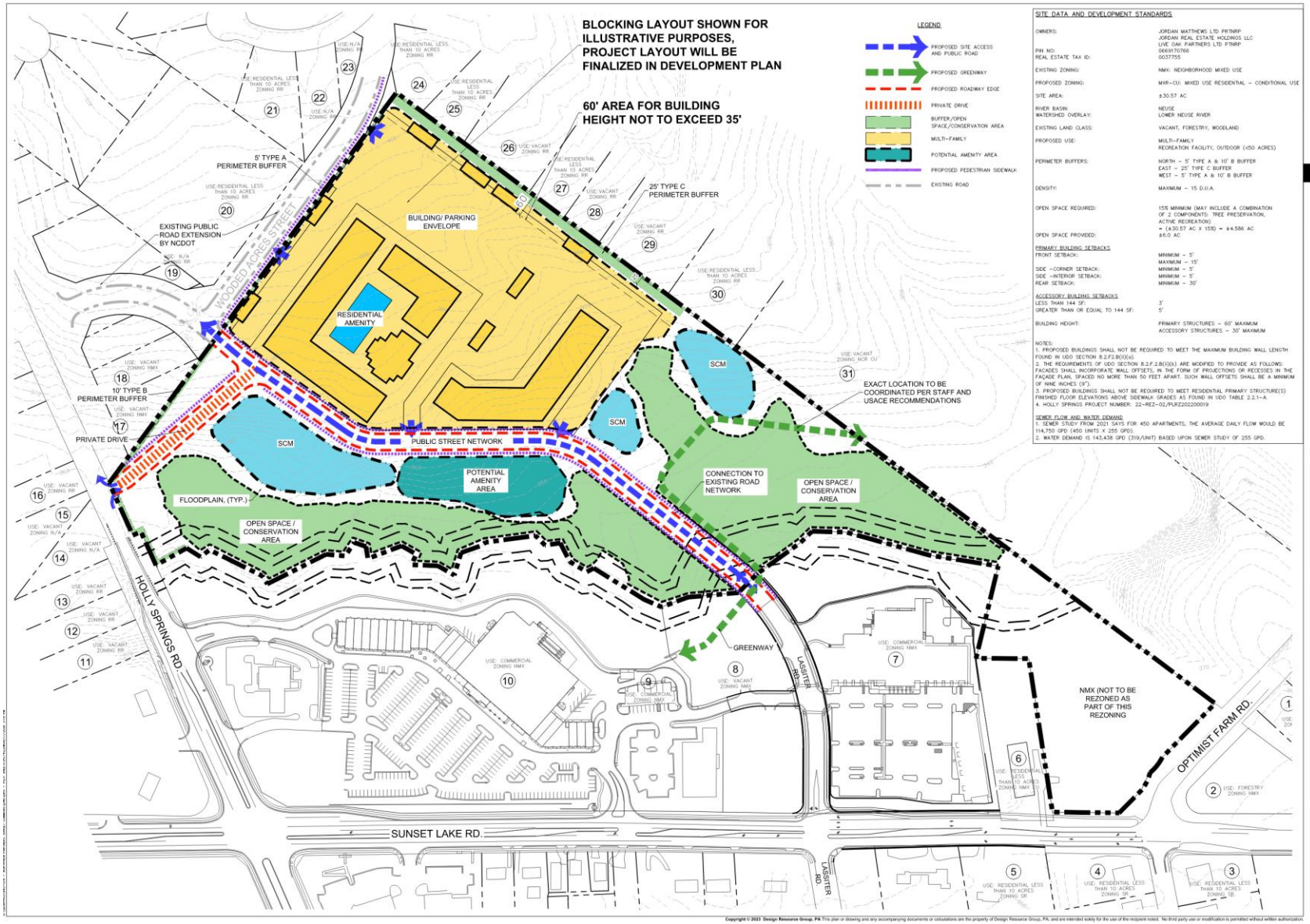






*Images are for demonstration purposes only.

4 Concept Plan



DESIGN RESOURCE GROUP

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

1111 Hawthorne Lane Charlotte, NC 28205
704.343.0608
www.drgpa.com

NORTH CAROLINA CORPORATE SEAL C-95 C-2165 NOBLES DESIGN RESOURCE GROUP P.A.

OVERALL CONCEPT PLAN

MERIDIAN
SUNSET LAKE COMMONS
TOWN OF HOLLY SPRINGS, NORTH CAROLINA

NORTHVIEW PARTNERS
6131 FALLS OF NEUSE ROAD, SUITE 202
RALEIGH, NORTH CAROLINA 27609

CONCEPT PLAN

SCALE: 1" = 100'

PROJECT #: 443-014
DRAWN BY: LD
CHECKED BY: SK

APRIL 17, 2026

REVISIONS:

RZ2.00

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4 Proposed Development

DEVELOPMENT STANDARDS

The following standards shall apply to all proposed buildings within the development

Development Intensity	MXR	Proposed Development
Lot Size	20 acres min.	30.57 acres
Density	15 or greater per table 2.2.1-A	max. 15 DUA
Lot Width	50'	Varies greater than 50'
Front Setback	5' min. 15' max.	15'
Side Setback	5', 10', 20'	25'
Rear Setback	30'	30'
Height	35', 60' w/CD; FFE 1.5 above sidewalk	60' max. Primary Structure; 30' max. Accessory Structure
Open Space	15% min.	> 15%
Buffers		East - 25' Type C Perimeter Buffer
		North - 5' Type A & 10' Type B Buffers
		West - 5' Type A & 10' Type B Buffers

Notes:

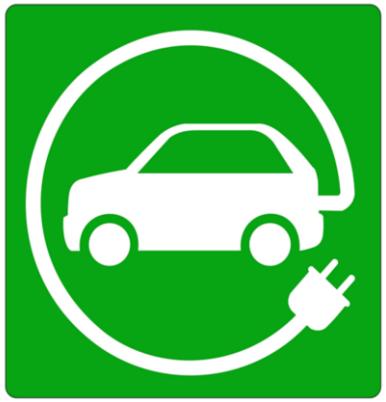
1) Proposed buildings shall not be required to meet the maximum building wall length found in UDO section 8.2.F2.B(ii)(a).

2) The requirements of UDO Section 8.2.F.2.B(ii)(b) are modified to provide as follows: Facades shall incorporate wall offsets, in the form of projections or recesses in the façade plan, spaced no more than 50 feet apart. Such wall offsets shall be a minimum of nine inches (9").

3) Proposed buildings shall not be required to meet residential primary structure(s) finished floor elevation above sidewalk grades as found in UDO table 2.2.1-A.

PARKING STANDARDS

- No parking shall be permitted between the street and buildings fronting along Lassiter Road. Along Wooded Acres Street a single double loaded aisle of parking bays shall be permitted between buildings and the street.
- The "EVSE–Ready" parking spaces within the development will be installed with raceways for future electric vehicle charging equipment. Panel capacity for "EVSE-Ready" spaces will be provided for the "EVSE-Ready" spaces when they are converted to EVSE parking spaces.



4 Proposed Development

BUILDING IMAGES









*Images are for demonstration purposes only.

4 Proposed Development

BUILDING IMAGES









*Images are for demonstration purposes only.

4 Proposed Development

POTENTIAL AMENITY & GREENWAY









*Images are for demonstration purposes only.

5 Design Standards

BUILDING DESIGN STANDARDS

Residential Façade Standards

Type 1 Materials: brick; stone; split-face block; architectural or precast concrete, if the surface is designed to simulate brick or stone; a combination therefore; similar material determined by the Administrator.

Type 2 Materials: Wood siding; fiber cement siding; stucco; tile; EIFS; or similar material determined by the Administrator.

Different exterior colors, textures, materials, and finishes shall be used to create different architectural looks.

Architectural treatments for facades of buildings containing residential dwellings shall be designed such that the portions of the buildings facing public streets shall have the appearance of the front of the building.

Except with respect to buildings containing residential dwellings stacked on top of garages, buildings on the subject property containing dwelling units shall include elevator service.

Buildings containing residential dwellings shall have a recessed entry door or awning.

Any buildings containing garages shall be situated on the property such that the garage access will face away from public streets or is internal to the site.

No less than 90% of dwellings in buildings with elevator service shall have balconies or sunrooms.



A mix of colors and materials creates a distinctive architectural aesthetic



The design will incorporate a variety of materials, including brick and cementitious siding, for a high quality finish



Elevator service provides convenient access to resident's homes



Residential units will feature balconies or sunrooms, enhancing building aesthetics and resident living experience

*Images are for demonstration purposes only.

5 Design Standards

LANDSCAPE DESIGN

KEY ELEMENTS

- A variety of plant species shall be selected that offer strong, bold seasonal colors and a variety of textures.
- Placemaking shall be encouraged throughout development, which may contain decorative pavers, a pool, benches, trash receptacles, dog park, as well as supplemental plantings.
- Outside of wetland areas, a 25' Type C perimeter buffer shall be utilized along the eastern boundary of the development where adjacent to existing residential.
- A 5' Type A perimeter buffer shall be utilized along of the portion of the development which borders Wooded Acres Street.
- A 10' Type B perimeter buffer shall be utilized as depicted on Concept Plan.



Street trees will be planted in accordance with the UDO to enhance curb appeal



Open space features on-site will foster a sense of place and encourage community interaction



Community dog park designed to promote resident engagement and activate open space within the community

*Images are for demonstration purposes only.

5 Design Standards

GATHERING, OPEN SPACE & POTENTIAL PUBLIC AMENITY

KEY ELEMENTS

- Development will include on site amenities where residents can gather and build community including a pool, dog park, clubhouse with café and working spaces.
- Interconnected public sidewalk system which will provide walkable, activated environment linked to goods and services located in the nearby Sunset Lake Commons shopping center.
- The overall open space provided shall be +/-6 acres.
- Potential public amenity area to be no less than 20,000 square feet and may include amenities such as public art, community plaza and playground.
- Street trees to be located along public streets per UDO requirements.
- Greenway connections and extension.



Greenway paths extend throughout the site to enhance connectivity and outdoor recreation



Inviting pool space that promotes community engagement and serves as a valued amenity for residents

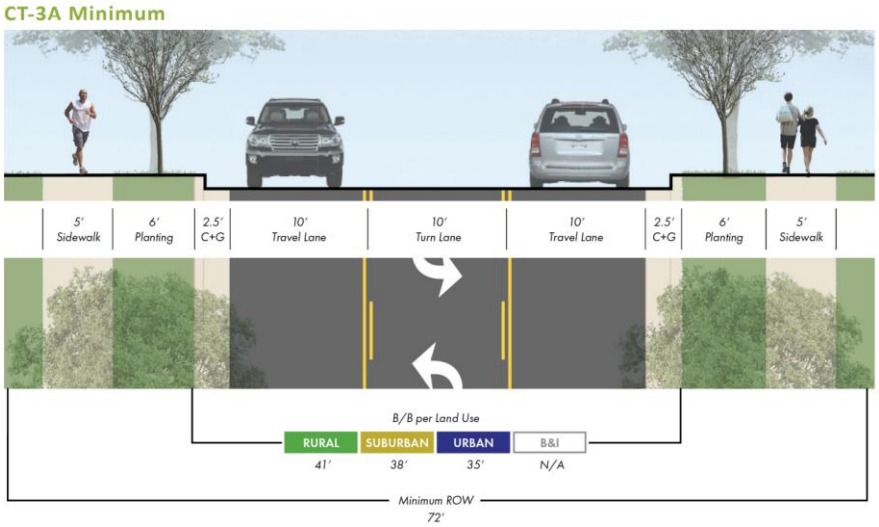


Emphasis on conservation area to sustain open space, providing environmental and amenity benefits

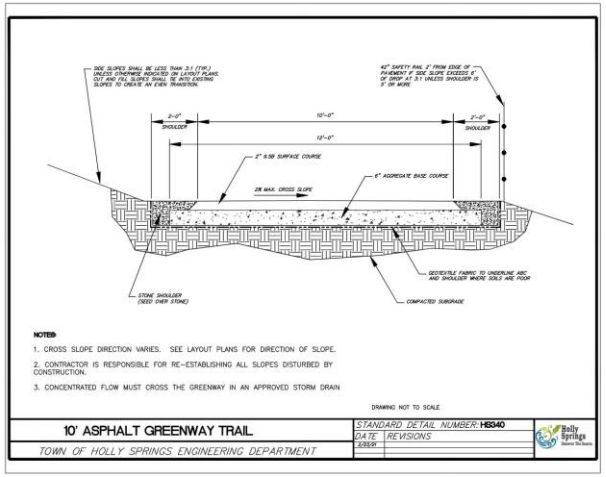
*Images are for demonstration purposes only.

6 Streetscape and Mobility Standards

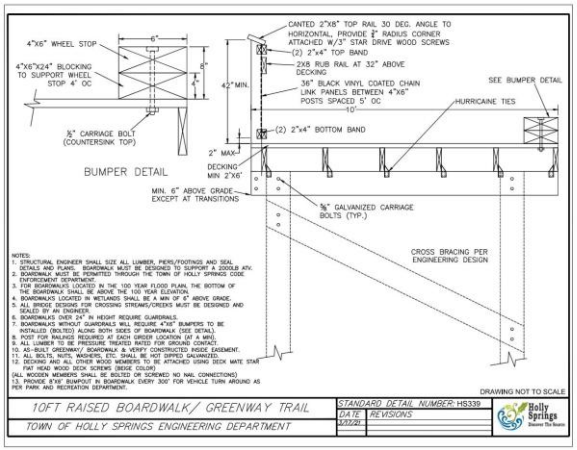
PUBLIC RESIDENTIAL STREETS



Lassiter Road Extension Cross Section



10' Asphalt Greenway Trail



10' Raised Boardwalk Greenway Trail

PREPARED BY AND AFTER RECORDING RETURN TO:

JASON BARRON
MORNINGSTAR LAW GROUP
434 FAYETTEVILLE STREET, SUITE 2200
RALEIGH, NC 27601

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

NORTHVIEW PARTNERS, 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 **NORTHVIEW PARTNERS, LLC**, a North Carolina limited liability company, its successors and assigns, hereafter referred to as the "Developer." The Town and Developer are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Developer, or its affiliate, is the contract purchaser of that certain tract of land located in Wake County, North Carolina with an approximate total acreage of approximately 30.57 acres and further identified as PIN 0669170766 (the "Property" or the "Site") owned by Jordan - Matthews Limited Partnership, Jordan Real Estate Holdings, LLC, and Live Oak Partners Ltd Ptnrp (collectively, the "Landowner") and as more specifically described on **Exhibit A** attached hereto and incorporated herein, which Developer, or its affiliate, intends to develop; and,

WHEREAS, Developer has applied to the Town Council to rezone the a portion of the Property to **MXR-CU** (the "Rezoning"), to facilitate the Property's uses to be consistent with the Town's comprehensive plan (the "Comprehensive Plan") by permitting the development of residential and commercial uses; and,

WHEREAS, as of the effective date of this Agreement, Developer is aware that there is insufficient sewer capacity to support development of the Site and no building permits shall be issued by the Town for new development on the Site until sufficient capacity exists or can be reasonably demonstrated that it will exist prior to when sewer service is needed to support any such proposed development; and,

WHEREAS, the Town acknowledges that unique circumstances (including, but not limited to, the topography of the Property, the necessity of a stream crossing, and the presence of wetlands) exist where the Town is requiring Developer to provide an easement for future vehicular access and waterline connection to a parcel of property adjacent to the Property identified as 4900 Optimist Farm Road (PIN 0669167505) (the "Adjacent Parcel"); and,

WHEREAS, the Town acknowledges a portion of the Property with frontage on Optimist Farm Road is currently not part of the Rezoning and that subsequent to this Agreement this portion of the Property (the "Remainder Tract") will not be part of the current Development; 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 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, 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, and Developer consents to abide by this policy; 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 _____ 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 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. 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 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 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, utility 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 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: The Road Improvements (as defined herein), sidewalk improvements, Sewer Improvements (as defined herein), the Greenway Improvements (as defined herein), 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 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 **ten** (10) 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, if not already annexed, (3) the approval of the Rezoning and this Agreement by the Town Council, and (4) Developer taking legal title to the Site (the "Conditions Precedent"). No failure of satisfaction of a Condition Precedent shall serve to extend the Term.

3. REZONING AND PERMITTING FOR THE DEVELOPMENT: While the Project's proposed rezoning to **MXR-CU** 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 until such time as certain Infrastructure Projects are adequate to accommodate the residents or invitees of the Project. Developer wishes to accelerate the Town's zoning approval through the covenants herein and has committed to working with the Town on sewer improvements to support the Development as described in Section 5 below.

In the event of the approval of the Rezoning by the Town Council, the Development Plan may 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. Developer understands and agrees that no development of the Property may commence until such time as sufficient sewer capacity exists or can be reasonably demonstrated to exist within such time period as necessary to support the build-out of the Development under a schedule of development that is continuous and reasonably time-limited. Any development plan shall show with reasonable particularity how the Site can be served with adequate utilities, provided nothing contained herein shall preclude the Developer from: (1) submitting for and procuring site plan approval for the Development; and (2) so long as done contemporaneously with submission of construction drawings for the Sewer Improvements (as defined herein), submitting for and procuring construction drawing approval for the Development and the Town agrees to, in its ordinary course, process and approve any and all permit applications necessary for the Development subject to the foregoing restriction on development activity, with the understanding that final approval of any civil construction plans for the infrastructure both internal to the site and otherwise necessary to serve the site shall not be made until such time as an adequate sanitary sewer pump station is available to serve the site

4. PHASING: It is anticipated that the development plan may provide for the construction in as many multiple phases as shall be determined at the time of the approval of the development plan. Phasing of the Project and associated development levels may be administratively approved by Town staff as development plans are submitted and traffic studies updated.

5. DEVELOPER OBLIGATIONS:

a. *Sewer Improvements*. Upon approval of the Rezoning and in consideration of the Town's agreement to allow the Rezoning to move forward prior to sewer capacity being available to the Site:

i. Developer shall pay for a conceptual sewer design (the "Concept Design") necessary to extend sewer services to the Site (the "Sewer Improvements"). The Concept Design shall be provided by Withers & Ravenel. Prior to the Town Council's vote to approve the Rezoning, Developer shall deposit the funds necessary to pay for the Concept Design in a mutually agreed-upon escrow account. Within sixty (60) days of Town Council's approval of the Rezoning, Developer shall request Withers & Ravenel commence work on the Concept Design. Developer acknowledges that based upon the results of the Concept Design, additional development agreements with the Town and/or third parties may be required in order to provide Sewer Improvements to the Property. Provided, however, that in the event that the Town is otherwise able resolve the sewer deficiency in the basin serving the Property, then the obligations of Developer hereunder will be limited to payment of system development fees in the ordinary course of business, unless otherwise agreed to by the Parties in writing, and Developer shall have no further obligation with regard to the Concept Design or Sewer Obligations. If the Town's resolution of the sewer deficiency occurs prior to Withers & Ravenel completing the Concept Design, any unearned portion of the escrowed payment shall be returned to Developer upon written request.

ii. As of the date hereof, Developer is aware that there is insufficient sewer capacity in the basin of the Property to support the Development. Developer agrees that no development of the Property may commence until such time as sufficient sewer capacity exists to support the Development. Sufficient sewer capacity shall be demonstrated in the form of a sealed sewer study, to be reviewed and approved by the Town, confirming there to be sufficient sewer capacity or it can be reasonably demonstrated that sewer capacity will exist prior to when sewer service is needed to support the Development.

iii. Notwithstanding the foregoing subsection, nothing contained herein shall preclude the Developer from procuring and the Town agrees to, in its ordinary course, process and approve any or all permit applications necessary for the Development subject to the foregoing restriction on development activity. With respect to sewer capacity for individual phases of the Development, the sewer study contemplated herein shall only need to demonstrate that each individual phase has sufficient capacity to support such phase.

iv. The Town agrees that due to the unique circumstances of the Property, including, but not limited to, the topography, the necessity of a stream crossing, and the presence of wetlands, Developer shall have no obligation to construct any Waterline Extension Improvements to the Adjacent Parcel. Notwithstanding the foregoing, Developer shall grant an easement across the Property appurtenant to the Adjacent Parcel for the purpose of connecting existing water improvements to the Adjacent Parcel (the "Waterline Easement"). The Waterline Easement may be used in the future by the owner of the Adjacent Parcel to connect the Adjacent Parcel to existing water improvements,

provided that Developer shall have no responsibility for any portion of the cost thereof or any impact that future development may have to wetlands, if any. The Waterline Easement shall be granted on terms and in a location mutually acceptable to Developer and the Town of Holly Springs. Any future development of the Waterline Easement by any owner of the Adjacent Parcel shall be subject to stormwater control measures as may be approved by Developer in its sole discretion.

v. Developer willfully and voluntarily offers these conditions related to sewer capacity and expressly waives any right for itself and its successors and assigns to bring suit against the Town for the failure to provide sewer services to the Property for the Development until the obligation herein have been satisfied.

b. *Road Improvements*.

i. Developer shall, at its sole cost and expense, design and construct all infrastructure, facilities and improvements for the extension of Lassiter Road and its connection to existing public rights of way (the "Road Improvements") as shown on the drawing attached hereto as **Exhibit B** and incorporated herein pursuant to the Town's Future Active Transportation Map and Comprehensive Transportation Plan. The Road Improvements shall include the stream crossing as shown on **Exhibit D**. Road Improvements shall comply with the approved Transportation Mitigation Agreement ("TMA") attached hereto as **Exhibit C** and incorporated herein. At the time that the Town considers the development plans for the Project, this Sec. 5(b) of the Agreement may be amended to include a more urban street section with on-street parking in lieu of a center turn lane as shown on the cross section on Page 5 of the Concept Plan entitled "Lassiter Road Extension Cross Section." Any such on-street parking provided by any such amendment shall be along the south side of the Road Improvements adjacent to potential Public Amenity as depicted on the Concept Plan and as determined in the final development plans.

ii. The anticipated location of the Town's planned Lassiter Road extension and associated stream crossing (the "Lassiter Road Stream Crossing") is shown on **Exhibit D** attached hereto and incorporated herein. The final design for the Lassiter Road extension and Lassiter Road Stream Crossing will be determined through coordination with Town Staff and, the United States Army Corps of Engineers (the "USACE"), and the Project's design consultants.

iii. The Town agrees that due to the unique circumstances of the Property, including, but not limited to, the topography, the necessity of a stream crossing, and the presence of wetlands, Developer shall have no obligation to extend any Road Improvements to the Adjacent Parcel. Notwithstanding the foregoing, Developer shall grant an easement across the Property appurtenant to the Adjacent Parcel for the purpose of ingress and egress to and from the Adjacent Parcel and the Road Improvements (the "Access Easement"). The Access Easement may be developed in the future by the owner of the Adjacent Parcel to connect the Adjacent Parcel to the Road Improvements, provided that Developer shall have no responsibility for any portion of the cost thereof or any impact that future development may have to wetlands, if any. The Access Easement shall be

granted on terms and in a location mutually acceptable to Developer and the Town of Holly Springs. Any future development of the Access Easement by any owner of the Adjacent Parcel shall be subject to stormwater control measures as may be approved by Developer in its sole discretion.

c. *Greenway Improvements*.

i. Developer shall, at its sole cost and expense, design and construct greenways upon the Site and connect such greenways to the existing public greenway as shown on **Exhibit B** (the "Greenway Improvements"). The anticipated location of the Greenway Improvements is shown on **Exhibit E** attached here to and incorporated herein (the "Greenway Locations"). The final Greenway Locations shall be established so as to minimize environmental impacts associated with the stream crossing. Final location, design, conditions, and approval of Greenway Improvements to be coordinated with the Town Staff and meet USACE requirements.

d. *Optimist Farm Road and Sunset Lake Road Improvement Delay*. The Town acknowledges that the Remainder Tract is being subdivided from the Property and not subject to the Rezoning. The Developer requests to delay the construction of the road improvements associated with the Optimist Farm Road and Sunset Lake Road frontage of the Remainder Tract to the time of development of the Remainder Tract and would be the responsibility of the part developing the Remainder Tract. At the time of subdivision, any road improvements not completed or bonded for shall have the required right-of-way dedication provided in accordance with the Comprehensive Plan.

e. *Improvement Disapproval*. The Town acknowledges that due to the impact of the topography of the Property and the presence of streams and wetlands, Developer may not able to make the Sewer Improvements, Road Improvements, or Greenway Improvements due to restrictions imposed by any governmental entity having jurisdiction over the Property, including, but not limited to, the United States Army Corps of Engineers. In the event that any improvements contemplated herein are disapproved or restricted in such a manner that such improvement is no longer commercially reasonable by such governmental entity and are therefore unable to be constructed in whole or in part, the Town hereby releases Developer for any obligation to construct such improvements.

6. TOWN OBLIGATIONS:

a. Town shall be the applicant for any environmental impact permits necessary or required for the Road Improvements and extension of or connection to any greenway (the "Wetland Permits"). Developer shall cooperate with the Town on the Town's application for the Wetland Permits. Developer shall allow the Town to review and reasonably approve the terms of any permits applied for by Developer. 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, 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 Town's application for the Wetland Permits due to

Developer's performance of work pursuant to such Wetland Permits, except to the extent such was caused by the Town's negligence or willful misconduct.

b. Developer shall pay any costs associated with such Wetland Permits or associated mitigation costs.

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

8. 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.

9. REQUIRED PERMITS: 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 for the Sewer Improvements, the Road Improvements and the Greenway Improvements (the "Permits"). The 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 Developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions or the Town's obligation to provide aid.

10. PARKS AND RECREATION LAND DEDICATION: The Parties acknowledge that the Town of Holly Springs Unified Development Ordinance ("UDO"), including UDO Section 4.7 Public Park Land, requires a developer of a residential tract to dedicate land for a public park to serve the Town, where such public park is owned and operated by the Town, open and accessible for use by the general public, and otherwise complies with the requirements of the UDO. The parties acknowledge further that the approved Rezoning contemplates the development of certain uses on the Property, at densities as designated in the approved Rezoning, and that Developer shall not be required to dedicate land for a public park where such dedication would reasonably prevent the Development as reflected in the Rezoning.

In lieu of such public park land dedication, the Town Council may, in its discretion and in accordance with UDO Section 4.7, determine that a fee may be paid by the Developer in satisfaction of this requirement, provided such fee is used by the Town for the acquisition or development of public parks and recreation facilities that serve residents of the Project.

Any proposed dedication of land for a public park shall be subject to review and approval by the Town in accordance with UDO Section 4.7, and may be accepted or rejected by the Town based on whether the proposed public park meets the applicable location, size, configuration, access, and usability criteria established in the UDO. The Town shall have no obligation to accept a proposed public park dedication that does not satisfy such criteria.

If the Town accepts a public park dedication pursuant to UDO Section 4.7, the fair market value of the dedicated land, as reasonably determined by the Town, and the Developer's actual and documented costs for constructing required public park improvements may be credited by the Town as a setoff against any Park Land Dedication Fees in Lieu charged by the Town, subject to the limitations, procedures, and approvals set forth in the UDO and applicable Town policies.

11. 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.

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

13. DEVELOPMENT SCHEDULE:

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

ARTICLE III
DEVELOPER'S OTHER DUTIES

1. 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 reasonably cooperate with Developer to 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. 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.

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, any Annexation petition, and all required Site Plans and any 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. 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. 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.

5. 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.

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

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

8. 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.

9. 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.

10. 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.

11. 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 at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

12. 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.

13. 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 DEVELOPER:

NorthView Partners, 6131 Falls of Neuse Rd Ste 202
Raleigh, NC 27609

With copy to:
Morningstar Law Group
Attn: Jason Barron
434 Fayetteville Street, Suite 2200
Raleigh, NC 27601

14. 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.

15. 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.

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

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

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

EXHIBIT A:	Property Description
EXHIBIT B:	Street and Greenway Improvements
EXHIBIT C:	Transportation Mitigation Agreement
EXHIBIT D:	Lassiter Road Stream Crossing
EXHIBIT E:	Greenway Locations

[Signatures on following pages]

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

NORTHVIEW PARTNERS, LLC,
a North Carolina limited liability company

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:

LANDOWNER

JORDAN - MATTHEWS LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: _____
Name: _____
Its: _____

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:

LANDOWNER

JORDAN REAL ESTATE HOLDINGS, LLC
a North Carolina limited liability company

By: _____
Name: _____
Its: _____

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

Legal Description

EXHIBIT B

Road and Greenway Improvements

EXHIBIT C

Transportation Mitigation Agreement

Exhibit D

Lassiter Road Stream Crossing

EXHIBIT E

Greenway Locations

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Public Hearings
Title: Rezoning 25-REZ-05 Daventry and Development Agreement - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Brett Gosney, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Legislative Public Hearing.

Explanation:

- The Town has received an application for a Conditional Zoning District rezoning request to rezone 127.09 acres located at 6725 Thrasher Road from RR Rural Residential to SR-CD Suburban Residential Conditional Zoning District to allow for a single-family subdivision.
- This application is an Option 2 Master Plan Conditional Zoning District which allows the applicant to submit a Master Plan depicting a schematic design intended to illustrate the proposed layout of Land Uses, Lots, Buildings, Streets, Open Spaces, and other features of the development. If approved, this option requires the applicant to submit a future Major Subdivision Plan for consideration.
- The proposed rezoning is for a 255 lot single family subdivision with a density of 2.06 units per acre.
- While this development is providing a housing type consistent with the Residential Neighborhood Future Land Use Designation, it is also removing the existing use on the site of Mobile Home Park and reducing this more affordable option within the community. This reduction of a more affordable option is against the Specific Recommendations of the Future Land Use FLU-8 Protect Housing Affordability. Decision makers should carefully evaluate this when making a decision on this application.
- A draft Development Agreement is also included, outlining commitments related to adherence with the Town's Water Resource Management Policy, as well as commitments to the road improvements.

Background:

- The legislative public hearing process is prior to the Planning Board Review and Recommendation. Following the public hearing, the application will be forwarded to the Planning Board for review and recommendation.
- The Public Hearing gives the Town Council the opportunity to provide feedback on the application and the terms of the Development Agreement, with further consideration and potential action anticipated at the August 18th meeting.
- Consideration of this application will take place on the following schedule:
    - Tuesday, July 21 - Town Council Public Hearing

- Tuesday, July 28 - Panning Board review and recommendation
- Tuesday, August 18 - Town Council consideration and decision

Funding Source(s):

N/A

Attachment(s):

1. 25REZ05_Daventry_StaffReport_PH
2. 25REZ05_Application
3. 25REZ05_Planset
4. 25REZ05_DevelopmentAgreement_Draft
5. 25REZ05_Daventry_Transportation Mitigation Agreement_Draft

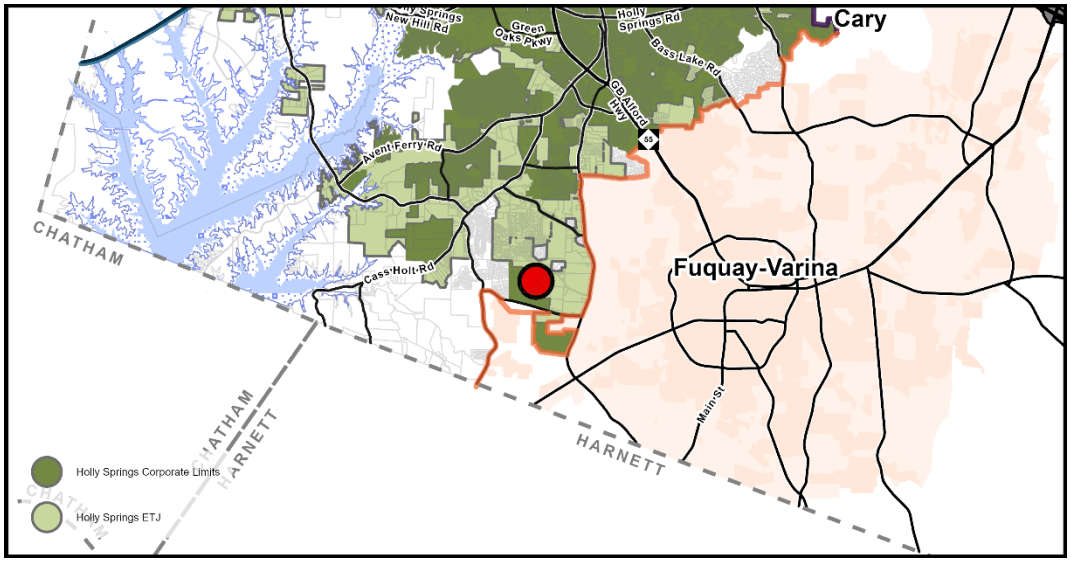
Project Type: Zoning Map Amendment (Rezoning)
Conditional Zoning District
Master Plan (Option 2)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Laura Holloman with McAdams on behalf of Stanley Martin Homes

Property Address: 6725 Thrasher Rd.

Property Area: 127.09 ac.



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

Project Summary:
A rezoning of 127.09 acres from RR Rural Residential to SR-CD Suburban Residential Conditional District at 6725 Thrasher Road for a 255 lot detached dwelling subdivision.

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.

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Natural Resources & Open Space Information	Page 11
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Decision-Making Information	Page 14

Case Summary

Current Zoning:
RR Rural Residential
☐ Conditional Zoning District

Proposed Zoning:
SR Suburban 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:
Residential Neighborhood

Staff Analysis:

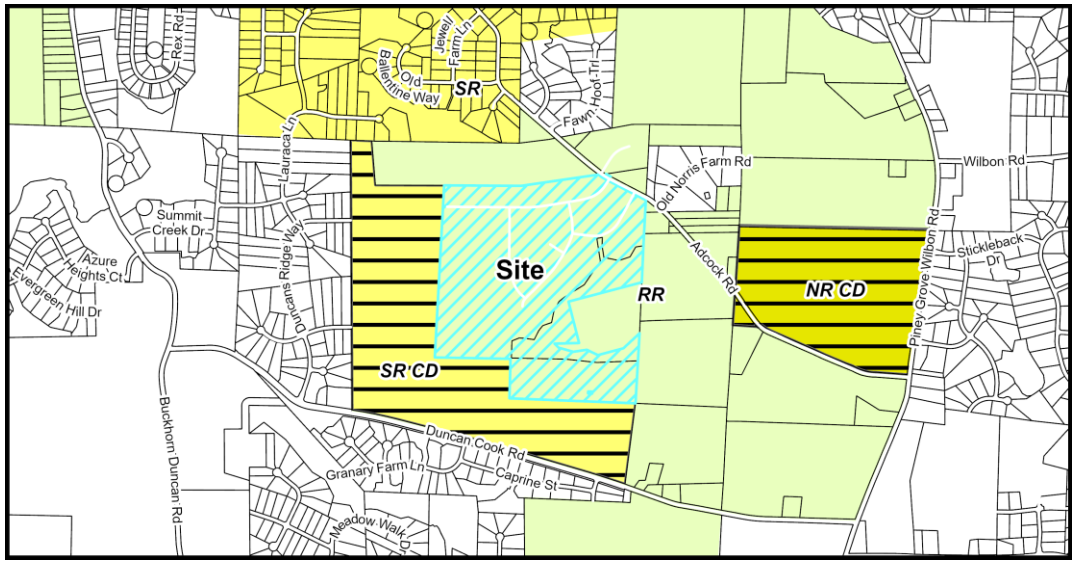
The Zoning Map Amendment is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The proposed SR-CD Suburban Residential Conditional Zoning District allows for only housing type of single family detached at a density that is compatible with recently approved adjacent subdivisions. Characteristics of the Future Land Use Designation of Residential Neighborhood and the Land Use & Character themes of Transitions has been incorporated into this development. Additionally, the applicant has proposed some modifications to the base SR Suburban Residential Zoning District to allow for the development to be able to react to the site specific restraints as well as clarify the expectations for the look and feel of the final product. While this development is providing a housing type consistent with the Residential Neighborhood Future Land Use Designation, it is also removing the existing use on the site of Mobile Home Park and reducing this more affordable option within the community. This reduction of a more affordable option is against the Specific Recommendations of the Future Land Use FLU-8 Protect Housing Affordability. Decision makers should carefully evaluate this when making a decision on this application. Overall, the project is consistent with Town adopted plans and ordinances.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0647313352	RR	92.76 ac
0647401596	RR	16.82 ac
0646399748	RR	17.92 ac
0646491644	RR	00.03 ac
	Total Area	**127.53 acres**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR Rural Residential	Mobile Home Park
North	RR Rural Residential	Agricultural
South	SR-CD Suburban Residential Conditional District	Single Family Detached Subdivision
East	RR Rural Residential	Agricultural
West	SR-CD Suburban Residential Conditional District	Single Family Detached Subdivision

Parcel Rezoning History

Rezoning Number: 22-REZ-01 (2022 UDO Update Zoning Reassignment)
Original Zoning: R-30
Approved Zoning: RR Rural Residential
Approval Date: March 1, 2022

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Enhance

Future Land Use: Residential Neighborhood

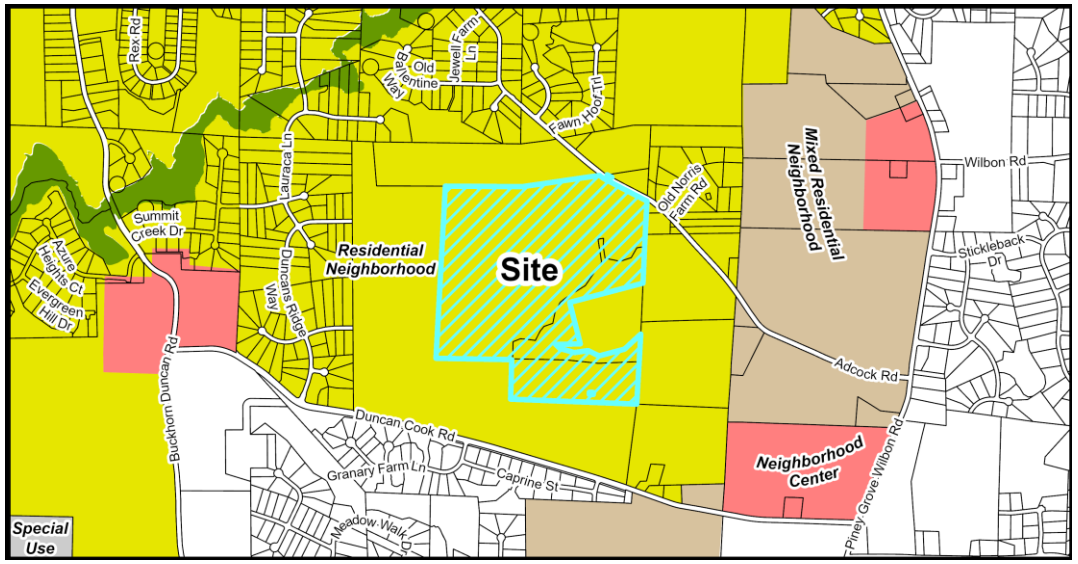
Small Area Plan: N/A

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: Residential Neighborhood
A **Residential Neighborhood** area includes one housing type – single dwelling detached – on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. Homes are oriented towards streets with rear yards larger than front yards. Some **Residential Neighborhood** areas may mix lot and house sizes on the same block, or provide accessory dwelling units. Pedestrian-scale blocks and a grid street network support a well-connected, cohesive community. New **Residential Neighborhood** areas should include a comprehensive and connected network of open space throughout the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off. Internal streets and open space in a **Residential Neighborhood** area should connect to existing or future neighborhoods nearby. **Residential Neighborhoods** are primarily residential but may include limited civic or other non-residential (non-commercial) uses.

Key Characteristics Include:

- Lot width and depth is variable, with larger lots near the edges of the neighborhood and smaller lots near the center, creating a mix of densities throughout the neighborhood.
- Front and side setbacks are variable, with larger setbacks near the edges of the neighborhood and smaller setbacks near the center.
- Front facing garages should be avoided. Where garages face the street, they should be set back significantly from the façade of the building.
- Residential building types are limited to single dwelling detached residential, including accessory dwelling units, in a variety of sizes. Single dwelling attached and multi-dwelling are not allowed.
- Development should be sensitive to existing natural resources including large tree stands and drainage-ways. Mass grading and tree clearing should be avoided whenever possible.
- 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.

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 in the southern area of the Town's planning jurisdiction, directly adjacent to the previously approved Hazel Ridge subdivision, along Adcock Road. The Town's Future Land Use Map, adopted in 2022, defines residential development in this area, with higher densities closer to Piney Grove Wilbon Road transitioning down in density moving away from the thoroughfare.

Some goals of the Residential Neighborhood Designation include providing only one housing type of single dwelling detached on different lot sizes that vary enough to provide a range of home choices, pedestrian-scale blocks and a grid network, as well as preserving large tree stands and being sensitive to existing natural resources. This development achieves these goals in the following ways:

- having single family detached dwellings and modifying the minimum lot area standard to allow for a greater deviation in the lot sizes provided within the development.
- being designed in a grid network that helps to break up long stretches of homes within the center of the neighborhood.
- placing Tree Preservation Areas around the stream running through the middle of the site to help mitigate the impacts to these natural resources as best as possible. By locating these Tree Preservation Areas in these locations, it has allowed for large quantities of specimen trees to be maintained on the site. Natural areas within the development are left largely undisturbed except for the proposed greenway that follows the creek and provides pedestrian connections to adjacent areas.

While the proposed development provides a housing type (single dwelling detached) that is consistent with the Future Land Use Designation of Residential Neighborhood as well as the other developments in the area, the site is currently improved with a mobile home park with more than 50 homes which will be removed for construction of the subdivision. Mobile home units provide a housing choice that can be more affordable than other types of detached dwellings. The Land Use & Character Plan identifies important themes and high priority principles for guiding future growth and development decisions and one of the themes is to increase diversity and affordability of housing in Holly Springs. The loss of existing, lower cost housing, and encouragement to provide some affordable units with this application, has been raised with the applicant throughout the review process. As proposed, the project does not include an element to address this theme.

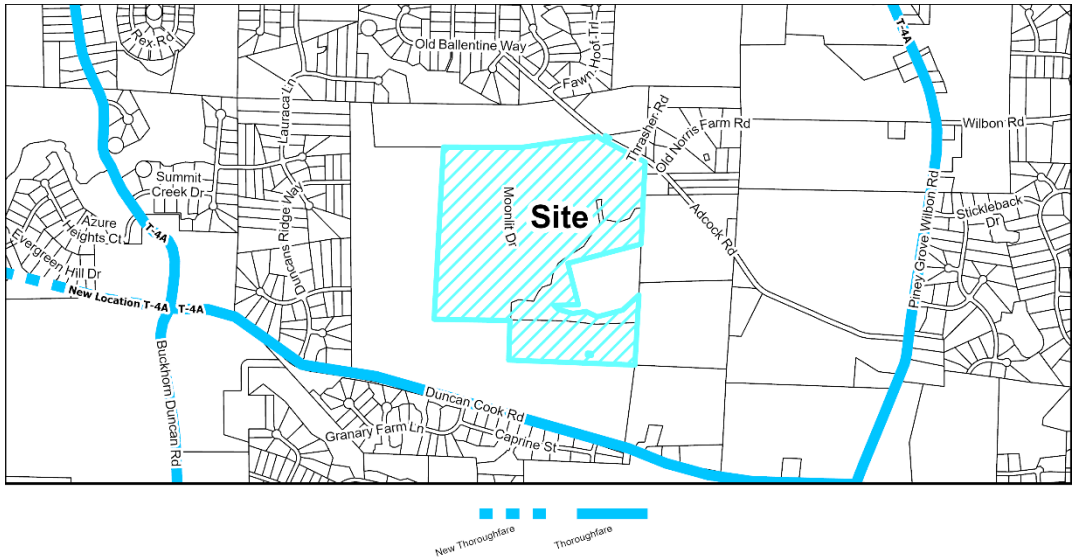
Overall, the project demonstrates overall consistency with the Land Use and Character Plan, helps achieve many Comprehensive Plan goals, and is consistent with surrounding developments. However, the loss of lower cost housing choices for existing and future residents without provision for replacement and decision makers should carefully evaluate this when making a decision on this application.

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, improving the project's side of Adcock Road to the Town's minimum residential street cross section is required. 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. This is consistent with the commitment from Seasons at Wilbon to improve Adcock Road. The development also intends to install an exclusive left turning lane into the development along Adcock Road at one of the site drives.

New Location Roadways:

There are no new CTP Roadways on this parcel. The project will, however, construct an internal road network that connects to the proposed road stubs from the Hazel Ridge Subdivision.

Hotspot/Safety Study Location:

There are no Hotspot/Safety studies adjacent to this parcel.

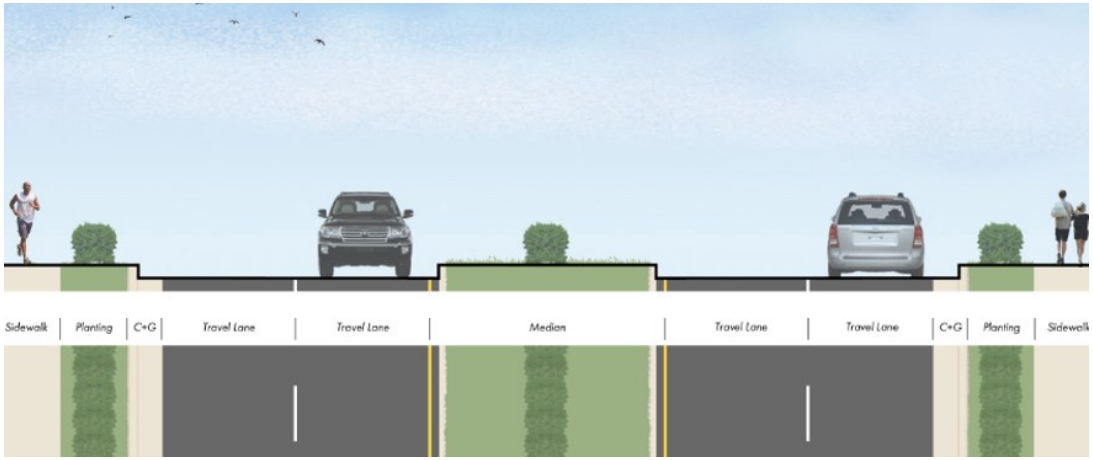
Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

☒Traffic Study Required ☐Tier 1
☐Tier 2
☒Tier 3
☐Traffic Verification Memo



Example of T-4A Thoroughfare Cross Section

Traffic Study Summary

A Traffic Impact Analysis (TIA) and associated Transportation Mitigation Agreement (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:

Piney Grove-Wilbon Road at Rouse Road

- Construct an eastbound right-turn lane on Rouse Road to provide 225 feet of full-width storage and appropriate taper.

Piney Grove-Wilbon Road at Wilbon Road

- Construct an exclusive southbound left-turn lane on Piney Grove-Wilbon Road to provide 300 feet of full-width storage and appropriate taper.
- Extend the existing westbound right-turn lane to provide 375 feet of full-width storage.
- Ensure a protected-only phase is provided for the southbound left-turn lane with corresponding right-turn overlap for the westbound approach.

Piney Grove-Wilbon Road at Adcock Road

- Install a traffic signal.
- Construct an exclusive southbound right-turn lane on Piney Grove-Wilbon Road to provide 150 feet of full-width storage and appropriate taper.
- Construct an exclusive northbound left-turn lane on Piney Grove-Wilbon Road to provide 125 feet of full-width storage and appropriate taper.
- Construct an exclusive eastbound right-turn lane on Adcock Road to provide 100 feet of full-width storage and appropriate taper.

Transportation Information (cont.)

Piney Grove-Wilbon Road at Duncan Cook Road

- Coordinate the future traffic signal with the recommended signal at Adcock Road.

Piney Grove-Wilbon Road at Phelps West Road

- Construct an exclusive westbound right-turn lane on Phelps West Road to provide 200 feet of full-width storage and appropriate taper.

Adcock Road at Proposed Western Full Movement Site Driveway

- Provide one ingress and one egress lane on the south leg of the Proposed Western Full Movement Site Driveway.

Adcock Road at Proposed Eastern Full Movement Site Driveway

- Provide one ingress and one egress lane on the south leg of the Proposed Eastern Full Movement Site Driveway.

Frontage Widening along Adcock Road:

- Frontage widening is required to meet the Town's *Comprehensive Transportation Plan* (CTP) LC-2A cross-section.

Transportation Staff Analysis:

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

The mitigation improvements within the Transportation Mitigation Agreement set forth by the Traffic Impact Analysis are consistent with the Comprehensive Plan and Traffic Study Policy. This project will be contributing important improvements to the Piney Grove Wilbon corridor, including a signal and turn lanes at Adcock Road, turn lanes at Wilbon Road, and a turn lane on Rouse Road.

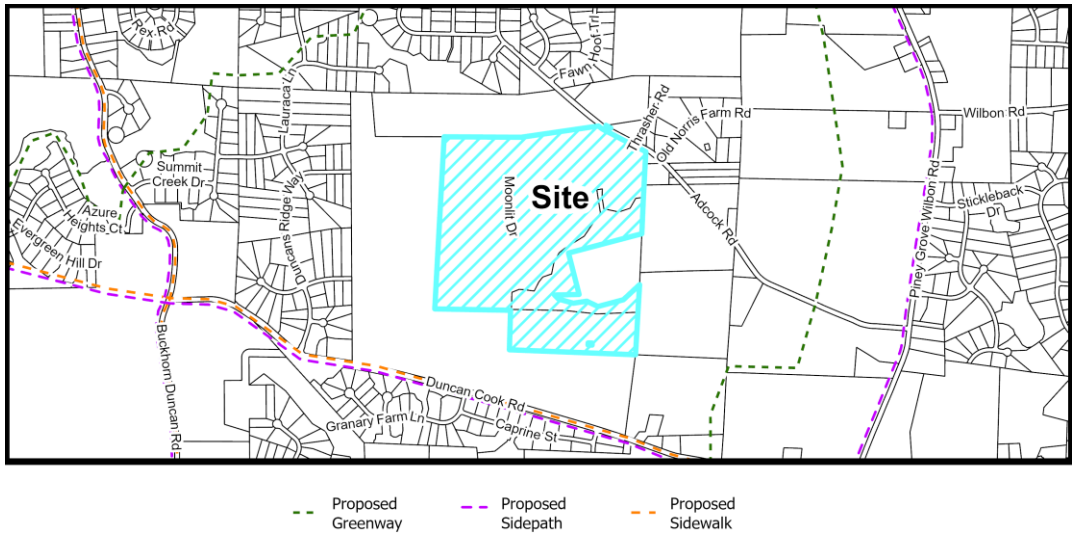
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☐ Sidepath

Parks, Recreation, & Greenways Summary

The proposed project is providing a 10' sidepath along the property's frontage on Adcock Road. Additionally, a greenway is being provided through the property and stubbing to the adjacent property to the east for future connection. This project is outside of the Park Search Area as shown on the Parks, Recreation & Greenways Master Plan.

Parks, Recreation, & Greenways Staff Analysis:

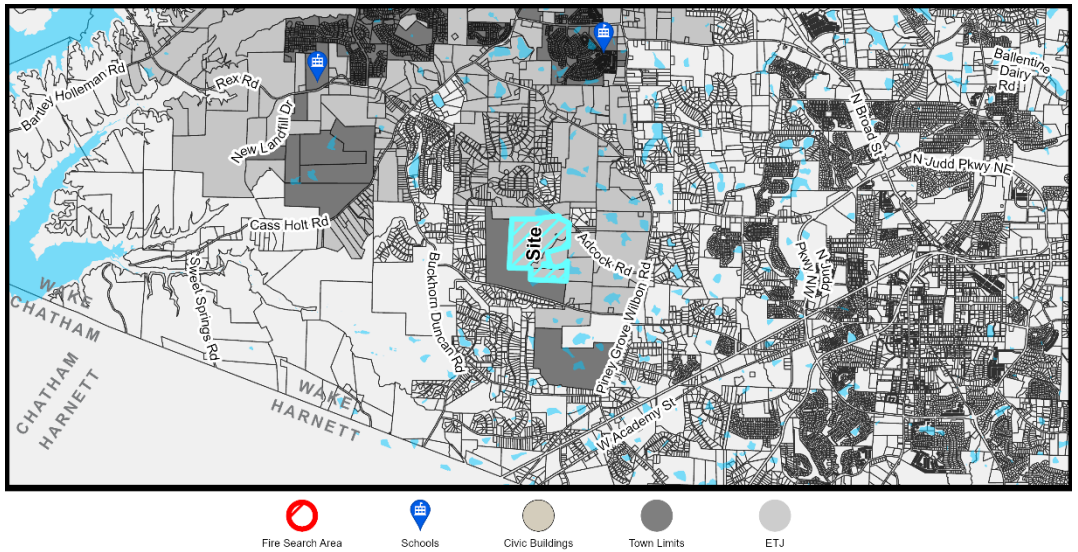
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The project is proposing a 10' sidepath along the properties frontage as well as providing a greenway through the property. Though the site is not located in a Park Search Area, the project is still subject to the fee-in-lieu for parkland dedication. The project is consistent with the Parks, Recreation, & Greenways Master Plan 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.



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

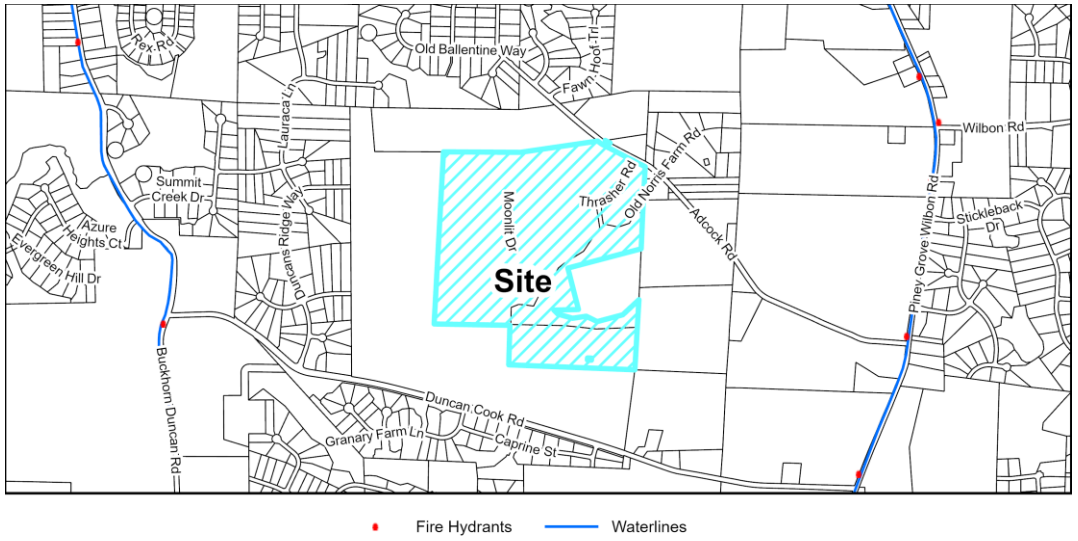
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System for their facility planning. This application was submitted prior to the newest adoption of Sections 4, 5, & 6 in November of 2025.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☐ Yes ☒ No ☐ Study Required
Sanitary Sewer	☐ Yes ☒ No ☒ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

This project is required to extend Town water facilities throughout the project site and across the property's frontage on Adcock Road. The project is proposing to connect to the proposed water lines from the Hazel Ridge Subdivision, which is currently in construction drawing review. The waterline extensions will be installed by the developer in accordance with Towns Policies. A fire flow analysis will be required with the Major Subdivision Plans.

Sanitary Sewer:

This project is required to extend gravity sewer to serve the proposed development. Sewer is proposed to tie a gravity sewer manhole in the Hazel Ridge Subdivision, which is currently in construction drawing review.

A Sewer Study was submitted with the rezoning to analyze the downstream sewer system and included pump station capacity analyses. The proposed improvements by Hazel Ridge accounted for this parcel, so no improvements to the Town's sewer system are required.

Reclaim:

This project is outside of the reclaimed service area.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☒ WRMP Applicable	☐Tier 1	Allocation Elements	☒ Public Infrastructure Improvements
☐ WRMP Not Applicable	☐Tier 2		☒ Sustainable Design
	☒Tier 3		☐ Work Force Housing
			☒ Open Space/Tree Preservation

Water Resource Management Policy Summary
This project is subject to the Water Resource Management Policy and has provided a Utility Allocation Request to be considered by Town Council. The three committed allocation elements are as follows – Vegetated wetland in lieu of wet ponds (Public Infrastructure Improvement), earn National Green Building Standards or equivalent (Sustainable Design), and Preservation of at least 10% of specimen trees (Open Space/Tree Preservation).

Utility Allocation Summary

Priority Level: Priority Level 3
Allocation Assignment: Residential – Single Family
Allocation Requested: 66,725 GPD

Staff Determination: Sufficient allocation is remaining in the Residential- Single Family assignment to support this project for the proposed build out year of 2030.

Infrastructure & Utility Staff Analysis:

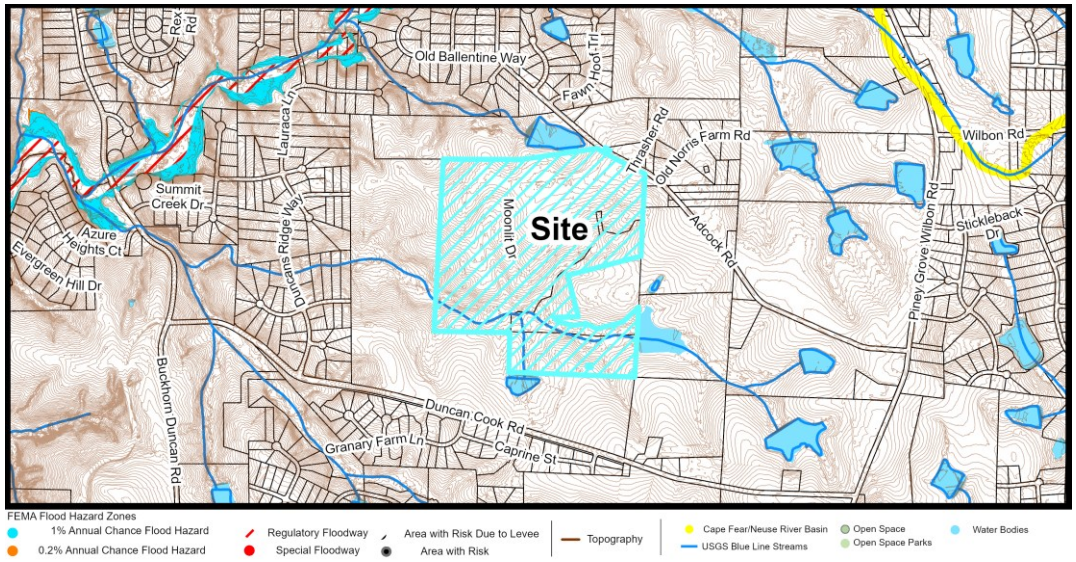
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed extensions of water and sanitary sewer are consistent with Town Standards and the Comprehensive Plan. The allocation elements selected and committed by the applicant are consistent with the Water Resource Management Policy.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**30% or 38.14 ac.**
Tree Preservation Area	20% or 25.42 ac.
Active Recreation Area	5% or 6.36 ac.
Urban Civic Space	0% or 0 ac.
Flexible Space	5% or 6.36 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The applicant is proposing 31 acres of Tree Preservation Area that mostly follows along a stream that is bisecting the proposed development area and wetland areas. The project also includes 7.98 acres of Active Recreation Area throughout the site that includes a community pool, walking trails, and other residential amenities.

Stormwater:

The project is located within the Cape Fear River Basin and is proposing to treat new impervious surfaces onsite with Stormwater Control Measures (vegetated wetlands). 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 has large tree stands and a significant amount of specimen trees on the site. The applicant is proposing to preserve more than the required Tree Preservation Area with specimen trees being saved on this site. Additionally, the applicant is proposing Active Recreation Area throughout the site with typical residential amenities. Overall, the project includes the required amount of open space per the Unified Development Ordinance.

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	381 units	255 units
Maximum Gross Density (Units/Acre)	3 u/a	2.06 u/a

Lot Configuration	**UDO Standard**	**Proposed Standard**
Minimum Lot Area	15,000 sf	Min: 7,500 sf Average: 10,000 sf

Setbacks	**UDO Standard**	**Proposed Standard**
Front	20'	20'
Side	10'	5'
Side Corner	20'	20'
Rear	25'	25'

Building Height	UDO Standard	Proposed Standard
Maximum Building Height	35'	35'

Permitted Uses (UDO Section 3):

	UDO Standard	Proposed Standard
Detached Dwelling	Permitted	Permitted
Family Care Home	Permitted	Permitted

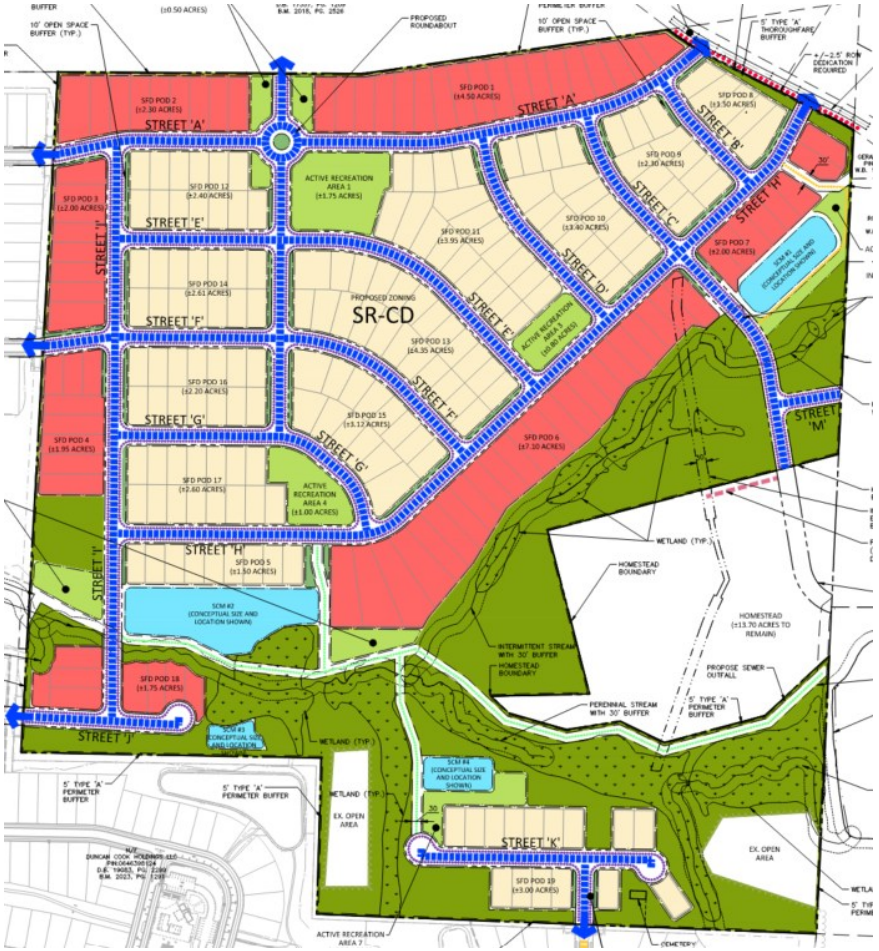
Landscaping (UDO Section 5):

Perimeter Buffers	UDO Standard	Proposed Standard
RR Buffer	5' Type A	5' Type A
Thoroughfare Buffer	5' Type A	5' Type A

Additional Standards

Proposed Architectural Standards
• Type 1 materials shall constitute a minimum of 35% of the building façade. • Type 2 materials shall be allowed per UDO Standards. • Type 3 materials shall constitute a maximum of 10% of the façade. • Primary facades shall consist of the front, street-facing façade. • The primary facades shall include a masonry water table along the entire front of the building. • Different brick and/or stone colors textures and finishes shall be used to create different architectural looks. • Roof overhangs shall be a minimum of 12" in depth on all single family detached dwellings. • All primary dwelling units shall be equipped with a 240-volt EV charging outlet. • Front facing garages shall have carriage style decorative accents to create enhance curb appeal and community character.

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



Site Design Highlights

- 255 single family dwelling units for a total density of 2.06 units an acre.
- Varying lot sizes in the neighborhood with lots 10,000 sf or greater (Red) and lots less than 10,000 sf (Tan).
- Active Recreation Areas spread throughout the site with a greenway running along the sewer outfall in the middle of the site.
- Tree Preservation Area located mostly in the southern area of the site following the stream.

Conditional Zoning District Standards Staff Analysis

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

The proposed Conditional Zoning District application proposes 255 units at a density of 2.06 units an acres, below the maximum allowable density of the Suburban Residential District and consistent with the previously approved Hazel Ridge Subdivision which has a density of 1.97 units an acres. The applicant has proposed some modifications to the base SR Suburban Residential Zoning District to allow for the development to be able to react to the site specific restraints as well as clarify the expectations for the look and feel of the final product.

In order to be consistent with the Comprehensive Plan Designation of Residential Neighborhood, the applicant is proposing to rezone to the SR-CD Suburban Residential Conditional Zoning District which only allows for one housing type of single family detached. The applicant is also requesting the Conditional Zoning District's allowable reduction in the minimum lot area to 7,500 sf with an average lot size of 10,000 sf within the development. While this allows for some varying lot sizes, the development is maintaining the larger of the lots on the exterior of the subdivision to help provide transitions between subdivisions.

Additionally, as a part of the expectations of Conditional Zoning Districts to help create additional standards to ensure quality development, the application proposes a number of self-imposed architectural standards, including material restrictions, minimum architectural elements on every dwelling, and both color and façade anti-monotony commitments.

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

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 SR-CD Suburban Residential Conditional Zoning District allows for only housing type of single family detached at a density that is compatible with recently approved adjacent subdivisions. Characteristics of the Future Land Use Designation of Residential Neighborhood and the Land Use & Character themes of Transitions has been incorporated into this development. Additionally, the applicant has proposed some modifications to the base SR Suburban Residential Zoning District to allow for the development to be able to react to the site specific restraints as well as clarify the expectations for the look and feel of the final product. While this development is providing a housing type consistent with the Residential Neighborhood Future Land Use Designation, it is also removing the existing use on the site of Mobile Home Park and reducing this more affordable option within the community. This reduction of a more affordable option is against the Specific Recommendations of the Future Land Use FLU-8 Protect Housing Affordability. Decision makers should carefully evaluate this when making a decision on this application. 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.

Meeting Date: 4/28/2025 & 11/19/2025

Summary of Issues:

- Questions regarding the number of homes that will be constructed.
- Questions regarding the amount of traffic that will be created with this new subdivision and how this will be properly mitigated.
- Questions regarding the proposed home prices.

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 Daventry 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 7/28/2026 meeting and make a recommendation to the Town Council.

Anticipated Town Council Consideration and Decision: 8/18/2026

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: Laura Holloman	Company: McAdams
Mailing Address: 621 Hillsborough Stree, Suite 500	
City, State, Zip: Raleigh,NC, 27603	
Telephone: 919-361-5000	E-Mail: holloman@mcadamsco.com
Design Professional	
Name: same as applicant	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Developer	
Name: Jackie C. Elek	Company: Jackie C. Elek
Mailing Address: 4020 Westchase Blvd Suite 470	
City, State, Zip: Raleigh, NC 27607	
Telephone: 704-578-3463	E-Mail: elekjc@stanleymartin.com
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: Jackie C. Elek	Company: Jackie C. Elek
Mailing Address: 4020 Westchase Blvd Suite 470	
City, State, Zip: Raleigh, NC 27607	
Telephone: 704-578-3463	E-Mail: elekjc@stanleymartin.com
Property Owner (REQUIRED)	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:

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	Daventry
Project Location *Use street address. If none, use closest intersection*	6725 THRASHER RD, HOLLY SPRINGS, NC 27540
	☐Within Corporate Limits ☑ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0647313352, 0647401596, 0646399748
Real Estate ID	0367152, 0367153, 0075086
Project Acreage	140.8 Partial Parcel? ☐ Yes ☑ No
Current Zoning	RR
Proposed Zoning	SR-CD
Current Future Land Use Designation	Residential Neighborhood
Proposed Future Land Use Designation	Residential Neighborhood
Small Area Plan Designation *(if applicable)*	n/a
Special Study Scoping Meeting Dates	
Sketch Plan Review *(pre-submittal)* Meeting Date:	4/17
Neighborhood Meeting Date:	4/28

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: 4/25/2024

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.

SECTION 1: LAND USE & CHARACTER

See attached.

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

See attached.

SECTION 3: PARKS, RECREATION

See attached.

SECTION 4: COMMUNITY FACILITIES

See attached.

SECTION 5: INFRASTRUCTURE & UTILITIES

See attached.

SECTION 8: NATURAL RESOURCES

See attached.

STATEMENT OF REASONABLENESS

See attached.

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.

See attached.

Plan Consistency Statement

Executive Summary

Holly Springs has cornered the western Wake County market in attracting economic engines like Fuji and Amgen, bringing major economic development to a town that always has been a great place to raise a family and plant roots. With these incredible successes has come a demand for additional housing and housing types, especially for families and young professionals looking to settle down who are moving to the area. The proposed request meets this demand by adding supply in a key strategic location. This single-family detached development proposal will provide additional residential opportunities in a growing part of town, as well providing key connections to other proposed developments in the area.

The Future Land Use Map ("FLUM") designates the project site as Residential Neighborhood. The FLUM description and characteristics of Residential Neighborhood call for developments consisting of one housing type on a varied lot sizes. The proposed Daventry Development contemplates single-family detached units on lots varying in width and overall size. Additionally, the FLUM suggests that Residential Neighborhood areas should include a comprehensive and connected network of open space throughout the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off. Internal streets and open space in a Residential Neighborhood area should connect to existing or future neighborhoods nearby. This project provides several open space and amenity areas located centrally within the development that are connected by a neighborhood scaled street and sidewalk network.

In this regard, as described below and as depicted on the development plan and associated materials, the proposed development furthers the following specific recommendations of the Future Land Use Plan:

a. FLU-1 Encourage Use of the Land Use & Character Plan in Everyday Decision Making
b. SI-4 Improve the Land Use-Transportation Connection
c. SI-12 Adequate Long-Term Water and Wastewater Planning
d. CC-1 Establish a Discernible Neighborhood Structure
e. CC-3 Improve Parking Design
f. CC-8 Improve Walkability

Land Use and Character

The rezoning request and proposed development are consistent with the land use designation for the site as shown on the Future Land Use Map. The FLUM identified this site as a Residential Neighborhood. The proposed development and rezoning will allow for single-family residential uses.

The rezoning request is consistent with the Comprehensive Plan Objectives:

1. **"Establish a series of pedestrian friendly neighborhoods that will enable the town to maintain a "small town" character as it grows and changes."**

The proposed development prioritizes pedestrian connectivity both within the site itself and to the broader Holly Springs community. Sidewalks and trails will provide key pedestrian connections within the site, as well creating natural spaces for recreating. The proposed development complements the surrounding uses and encourages connectivity to the other neighborhoods.

The site design proposes a pattern of development that locates the amenities and open spaces central to the site and well connected to the entirety of the development through the sidewalk and street network. Additionally, the site design is intended to not only ensure efficient and effective use of space for the proposed homes, but also aims to the preserve the natural environment as both a key feature of the site and as a means of providing an adequate buffer between the new development and the existing homestead on-site.

1. **Accommodate a variety of housing types that includes single-family, executive housing, townhouses, condominiums, and apartments."**

The proposed rezoning will provide single-family detached units with varying lot widths and depths, in accordance with the Comprehensive Plan and UDO requirements. These homes will provide an opportunity for young families to live, work, and recreate in Holly Springs.

Residential Neighborhood

The proposed development is consistent with the Future Land Use designation for this area as Residential Neighborhood. The proposed development incorporates varying lot widths and sizes and garage setbacks. Additionally, a network of open spaces including small parks, an amenity center, and walking trails are proposed through out the site. The proposed street network will provide a connection to the approved Hazel Ridge development to the west and proposes varied block lengths, in accordance with the Comprehensive Plan.

Comprehensive Transportation Plan

The rezoning request is consistent with the Comprehensive Plan Objectives. The proposed development will not only improve pedestrian accessibility with the site by designing it to include sidewalks and roadways that ensure connectedness both within the development and beyond. The development will also improve the roadways along the site's frontage in accordance with the Comprehensive Transportation Plan as well as the recommendations outlined in the Traffic Impact Analysis (TIA) report.

Parks and Recreation

The proposed rezoning is not located within a park search area. Additionally, residents will have access to on- site recreation facilities including a pool and amenity center. Sidewalks, trails, and open spaces will ensure that there are a variety of recreational opportunities for residents to enjoy.

Community Facilities

This rezoning request is consistent with the following Comprehensive Plan objectives:

1. "Inform developers when proposing new subdivisions – of the need for residents' access to community facilities and the importance to plan appropriately to enable this access."

The development is designed with natural preservation, active recreation areas and flex spaces throughout the development for residents to enjoy. In addition, the developer also plans for community facilities such as police, fire, and EMS when designing development. Interior streets are required to accommodate the largest emergency response vehicle. Staff reviews the submittal to ensure that the vehicle can safety maneuver through all access points and amenity parking areas. Further, Wake County Public Schools require all proposed residential development to submit a residential notification form that outlines the number of units and the year breakdown that they will be completed.

Infrastructure and Utilities

This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Provide infrastructure to meet the needs of residents and development while protecting the environment."

The proposed development will extend public utilities to the site. The project will provide water and sewer stubs to adjacent properties as required by the UDO except where doing so would endanger an existing cemetery. In addition, it is noted that a fire flow analysis is required at Major Subdivision plan. With respect to the Town's Water Resources Management Policy, the proposed development includes key public infrastructure improvements, including the proposed greenway. Along with the preservation of existing environmentally sensitive areas, the proposed development satisfies the spirit and intent of the Policy. Given the advanced planning that has gone into the site, including thoughtful coordination with surrounding uses, the applicant submits that as a Priority Level 3 site, and is committed to providing additional active recreation space, meeting National Green Building Standards, and providing planted stormwater devices, in accordance with the Water Resources Management Policy Allocation form. In addition, a sewer study is being reviewed and completed as part of this rezoning request and all required mitigation recommendations from that study shall be completed with this development if approved.

Natural Resources

This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Balance development with conservation."

The Town uses several tools throughout the development process to ensure this balance has been thoughtfully approached in the protection of streams and environmental features and a newly adopted tree protection ordinance. The proposed development provides for preservation of stream and perimeter buffers along with surrounding open space that will allow residents the ability to enjoy the natural environment throughout the neighborhood. In addition, there will be tree preservation consistent with the Town's tree protection ordinance. Moreover, development of higher density in strategic locations such as this site allows for the Town to absorb growth and focus conservation efforts in similar strategic locations.

Statement of Reasonableness

The proposed rezoning and associated development are reasonable and in the public interest. The rezoning and conditions proffered as part of the rezoning align with the goals and vision for the Town, as outlined in the Comprehensive Plan and Future Land Use Map. The rezoning will allow for a residential development that is of a high quality in both design and substance, as well as being compatible with the surrounding developments.

Additionally, the conditional district rezoning requested ensures a higher quality mixed use development than the town would otherwise achieve through a by-right development of the site. The architectural finishes and cohesive design principles embodied in the proposed development are achieved only with the conditional district rezoning requested herein.

The project will provide increased housing opportunities as the Town of Holly Springs continues to grow, especially with the arrival of employment centers such as Amgen and Fujifilm. The close proximity of the development to Ting Park will help to enhance the connectivity and accessibility of the Town as a whole, by ensuring that residents have easy and safe access, via transit, car, or walk, to recreation

facilities, commercial uses, and residences.

Public Benefits Statement

This proposal will provide significant public benefit to the Town of Holly Springs and its residents. The proposed development will not only improve pedestrian accessibility within the site by designing it to include a network of opens spaces, sidewalks, and trails throughout the development. The development will also improve the roadways along the site's frontage in accordance with the Comprehensive Transportation Plan as well as the recommendations outlined in the Traffic Impact Analysis (TIA) report.

The proposed development complements the surrounding uses and encourages connectivity to the public realm and other neighborhoods. Residents will enjoy the character of the area while enjoying the development's active recreation areas. These areas will ensure that trees and plants are abundant in the development, improving the air quality of the community. Additionally, the connected network of open spaces will provide residents with ample opportunities for recreation and maintaining an active lifestyle.

The project will provide increased housing opportunities as the Town of Holly Springs continues to grow, especially with the arrival of employment centers such as Amgen and Fujifilm. The development will provide high-quality housing options that will appeal to families of all ages looking to within or into the Town.

Residents will have convenient and safe access to a significant recreation area, with opportunities to play and view sporting events as a community. Additionally, parkgoers will have safe access to commercial uses that are proposed as part of this development, ensuring a robust and welcoming community atmosphere.

Daventy Property: Design Goals Narrative

1. **The incorporation of existing natural features such as wooded areas and slopes into the design of new development as to preserve the site's natural character:**

   This project will work with the existing topography to preserve the existing natural character of the site. Tree preservation and open space provided throughout the site to enhance the development with green space and nature. There are a few streams and wetlands located on site, which will be buffered and preserve the existing vegetation and trees.

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:**

   The project will bring development and housing to a rapidly growing area of town that will encourage growth in a manner that complements the existing surrounding environment. The site is in close proximity to other in progress residential developments and will replicate that land use pattern. The proposed rezoning would allow for residential development that is more compatible with the development surrounding this property and within the vicinity of the area.

3. **Development of pedestrian-oriented communities and development of traditional style neighborhoods:**

   The Comprehensive Plan encourages a variety of housing types across town. Open spaces will be connected with sidewalks and paths, providing ample pedestrian access and connection throughout the development. The gathering areas and architectural standards for the site will help to create a welcoming development for folks to actively enjoy.

4. **Development of communities that are visually and functionally connected to one another:**

   The variety of single-family home options, which are compatible with the surrounding single-family developments highlights the commitment to visual consistency and compatibility with the nearby developments. The project will be physically connected to the surrounding developments via sidewalk and multi-use paths, providing pedestrian access in and around the site.

5. **Protection of significant watershed areas in order to preserve water quality:**

   As part of the master plan process, an environmental scientist is retained by the developer to perform any needed delineations of streams and wetlands on-site. These delineations are then confirmed by the appropriate state and federal agencies through an on-site visit. Once this visit is performed, the agency will then issue an official determination letter that is valid for a period of five years (if no development of the property occurs). This letter must be submitted to Town staff to verify that all environmental features on-site have been accounted for and protected accordingly. There are a few wetlands located on the site, as well as two small areas of stream buffer. These natural features will be preserved and protected as natural resources and habitat space on the site.

6. **Creativity and imagination in the process of development:**

The proposed development will consist of single-family detached homes and a system of accessible open spaces throughout the site. The open spaces have been designed to be connected via sidewalks to create the feel and atmosphere of a long park space. Additionally, the proposed SCMs have been designed to allow for trails around them to create an enhanced and desirable pedestrian experience. Additionally, lot widths and sizes have been varied throughout the site to create a unique sense of character and place in the development.

7. Unique architecture or sustainable design:

Emphasized entrances, varied architectural, roof features, and materials will break up the façade and contribute to creating an apt human and pedestrian scale throughout the development. Additionally, the development is committed to meeting National Green Building Standards and will be providing significant tree preservation areas on site, preserving the natural environment that exists there today.

8. Efficient, aesthetic, and desirable use of open space:

The variety and dispersion of open spaces on site will provide users with ample access to outdoor areas for recreating, socializing, and building community. The amenity center is centrally located on site and accompanied by a parklet area and connected to walking trails throughout. The significant natural area preserved to the south, provides residents with a vista for wildlife and nature. Additionally, beyond the amenity center, there will be connected parklets and open spaces located in the center of the site, which create the feel of a larger park space. There will also be trails located around the SCMs which create an enhanced pedestrian experience for users and residents.

9. Variety in housing types and physical development patterns:

The project will provide a single-family detached homes, in line with the Comprehensive Plan. The Design Manual has set forth architectural and lot provisions which will help to ensure variety and visual interest throughout the development.

10. Special considerations for property with a unique history or outstanding physical features:

The subject property does not contain any existing historic structures. An environmental analysis has been performed on-site. Environmental features will be preserved as compatible with the plan. There is an existing cemetery located adjacent to the site and the development will seek to protect that space, as well as preserve area for an existing homestead located on site.

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:	4/28/2025
Meeting Time:	5:30pm
Meeting Location:	Zoom

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:

See attached.

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: Kate Murdoch Digitally signed by Kate Murdoch Date: 2025.06.05 07:44:08 -04'00' Date:

April 28, 2025

RE: Neighborhood Meeting – Daventry

NEIGHBORHOOD MEETING SUMMARY

- The neighborhood meeting for the Daventry Rezoning was held on Wednesday April 28, 2025 from 5:30pm-6:30pm via Zoom. Notices were sent to nearby property owners in accordance with UDO standards. Around 20 people attended the meeting in addition to the development team. The meeting chat which also served as a sign-in sheet is attached to this report.
- The meeting began at 5:30pm. Laura Holloman of McAdams provided an overview of the proposed project. After this overview, the meeting was opened up for questions. The main concerns raised during the meeting were related to traffic impacts and the impacts to the property values of the surrounding properties. The following questions and responses were provided at the meeting.
    - Will traffic lights be installed on Piney Grove Wilbon?
        - We would expect so but do not know at this time. NCDOT has strict standards for when they allow traffic lights to be installed even when they are requested. This is something that would be explained more in the TIA report.
    - What will the home prices be?
        - At this time, it is too early to say. We are likely 3 years away from construction even beginning.
    - How many homes will be built?
        - The project as proposed, would allow for up to 255 single-family detached homes.
    - How is traffic being mitigated for this project?
        - The TIA report, which we would be happy to share with you all, will outline the improvements that will be required as part of this project. This report is then reviewed by the Town and NCDOT before it is finalized.
    - Will I have to change the zoning of my property and be forced to connect to Town water and sewer?
        - No. The state of North Carolina requires that any annexation into Town Limits be voluntarily requested by the property owner. No one can forced to annex their land against their will.
    - What is the expected timeline for this project?
        - We would expect for 12-18 months to get through rezoning, followed by another 12-18 months for subdivision approval. It will likely be 3 years before any construction on the site even begins.
    - What will happen if the homes don't sell? Will they sit vacant?
        - We are too far out to know what the market conditions will be at the time of sale. As of now homes are selling.
    - What will be done to improve internet access in this area?
        - At the time of approval, developers usually seek out confirmation that utility providers will be able to service the area and providers will typically improve service where there are a lot

of new customers, which would come with the approval of this and other developments in the area.

- Can a copy of the TIA be provided?
  - Yes we will send out a copy of the TIA and a quick summary of improvements to any one on the call who would like have that.
- What is the difference between rezoning and development plan/subdivision plan?
  - This is the initial step in the development process and sets up a street network, number of lots, and general location of amenities and street stubs. The subdivision process actually creates the lots and functions as a way to prove that the site is being engineered and design to the Town's minimum standards.
- What size will the lots and homes be?
  - It's too early to say what the exact home sizes will be. The lots will be between 50' and 60' wide and an average of 10,000 square feet.
- How can we trust that the TIA recommendations will actually be constructed?
  - Though they are called recommendations now, if/when the rezoning is approved these will become requirements of the development.

Sincerely,
MCADAMS

Kate Murdoch
Planner II, Planning + Design

Meeting Chat:

17:24:42 From Christina Friss to Everyone:
Christina Friss
201 Old Ballentine Way
Holly Springs, NC 27540

17:24:57 From Ron Cooper to Everyone:
Ron & Joan Zahornacky-Cooper
6758 Fawn Hoof Trail, Holly Springs, NC

17:26:07 From Tricia Martof to Everyone:
Tricia Martof

17:26:31 From Tricia Martof to Everyone:
Tricia Martof 209 Old Ballentine Way Holly Springs, NC

17:29:40 From Christina Friss to Everyone:
christina.friss21@gmail.com

17:29:46 From Ron Cooper to Everyone:
jazahorn@yahoo.com

17:30:10 From Denise Cambridge to Everyone:
denisecambridge@gmaill.com

17:30:15 From Scott to Everyone:
scott.mcnamara12@gmail.com

17:30:26 From Tricia Martof to Everyone:
tamartorf@gmail.com

17:30:28 From Scott to Everyone:
srcmcnamara@gmail.com

17:45:06 From Denise Cambridge to Everyone:
Approximately how many homes?

17:45:55 From Scott to Everyone:
what size lots?

17:46:25 From Scott to Everyone:
home prices?

17:46:26 From Denise Cambridge to Everyone:
Yes, thank you

17:47:18 From Tricia Martof to Everyone:
What was the size of the lots again?

17:47:58 From Kate Murdoch to Everyone:
Replying to "What was the size of the lots again?":
50' wide and 60' wide with an average of 10,00 sf

17:48:22 From Tricia Martof to Everyone:
Replying to "What was the size of the lots again?":
TY

17:48:31 From Denise Cambridge to Everyone:
Is this across from Big Daddy's Trailer Park?

17:48:48 From Ron Cooper to Everyone:
Are there plans for a light at Adcock and Piney Grove
Denise Cambridge: 👍

17:51:26 From Mary’s iPhone to Everyone:
Mepoag@gmail.com

17:51:29 From Jen Dominguez to Everyone:
Schultz.jennifer.r@hotmail.com - for the Traffic Info and Recommendations

17:51:48 From Kimberly to Everyone:
kimberlyjomathews@gmail.com

17:51:58 From Scott to Everyone:
how many more single family homes than trailers here. How much more traffic??

17:53:03 From Caroline Ball to Everyone:
making Adcock a connecting road isn't going to solve traffic issues.

17:53:10 From ed to Everyone:
Edward.pierzga@gmail.com

17:56:19 From ed to Everyone:
who is the builder?

17:58:06 From Ron Cooper to Everyone:
Are there any improvements planed for Adcock rd.

17:58:20 From Denise Cambridge to Everyone:
10,000 square foot lot is 0.2295684

17:58:38 From Kate Murdoch to Everyone:
Replying to "Are there any improvements planed for Adcock rd.":
There will be. Those are outlined in the TIA and will have to be approved by DOT

17:58:58 From Kate Murdoch to Everyone:
Replying to "Are there any improvements planed for Adcock rd.":
We will plan to share that via email

17:59:49 From Caroline Ball to Everyone:
cball23@yahoo.com

18:00:05 From McClaren to Everyone:
dmcclaren2000@yahoo.com

18:00:06 From Juliana to Everyone:
rileyfamily92504@yahoo.com

18:00:05 From Ken and Carole Clarl to Everyone:
caroleclarkhome@gmail.com

18:01:34 From Megann’s iPhone to Kate Murdoch (direct message):

For the traffic study - mbskalka@gmail.com
Kate Murdoch: 👍

18:01:47 From Denise Cambridge to Everyone:
On this map can you show where Piney Grove Wilbon Road is

18:02:13 From Daniel to Everyone:
dctwiddy@gmail.com

18:02:42 From Denise Cambridge to Everyone:
Tassel Ridge is 237 homes

18:03:52 From Denise Cambridge to Everyone:
These are on the HS website.

18:03:54 From Denise Cambridge to Everyone:
Longleaf Meadow off Duncan Cook Road 47 homes, sold 4, reserved 4
Tassel Ridge between Duncan Ridge and Whitetail Farm neighborhoods - 237 homes
Elliott Farm - Piney Grove Wilbon Road just past Duncan Cook Road - 269 detached and 42 lot attached

18:05:02 From Kate Murdoch to Everyone:
Elliott.blonshine@hollyspringsnc.gov

18:05:35 From Jim cambridge to Everyone:
4jimcambridge@gmail.com

18:05:37 From Christina Friss to Everyone:
Is it possible the town flat out denies putting a neighborhood there?

18:11:18 From ed to Everyone:
can u point out where white tail farm is on your map

18:15:49 From Shawn to Everyone:
Joined late. Sorry if already asked. Has anybody discussed Spectrum cable infrastructure? There are bandwidth and reliability issues for these existing neighborhoods and customers.
Megann's iPhone: ⬆

18:16:07 From Scott Frakes to Everyone:
Replacing the trailer park would be esthetically improvement. Concerned about traffic fir sure.

18:16:15 From Megann's iPhone to Everyone:
Will there be a change to zoning of white tail farm and ballentine requiring us to move to city sewer and well?

18:17:39 From Kate Murdoch to Everyone:
Replying to "Will there be a change to zoning of white tail far...":
No. The State requires that property owners request any annexations (to connect to water and sewer) themselves. it is entirely voluntary

18:18:14 From Kate Murdoch to Everyone:
I will plan to send out the TIA via email after the meeting

18:18:28 From Jen Dominguez to Everyone:
mad9917@gmail.com

18:24:56 From Shawn to Everyone:
Replying to "Joined late. Sorry if already asked. Has anybody d...":
If not addressed, I predict there will be hundreds of dissatisfied Spectrum customers.

18:26:22 From Jen Dominguez to Everyone:
duncansridgebod@gmail.com

18:27:42 From Geri Simmons to Everyone:
gerisimmons@infionline.net

18:29:11 From travissilva to Everyone:
t.silva110620@gmail.com

18:30:06 From Laura Holloman to Everyone:
Holloman@mcadamsco.com
Phone: 919-610-7377

18:30:48 From Shawn to Everyone:
Thank you!

April 16, 2025

RE: Neighborhood Meeting – Daventry

Dear Property Owner,

On behalf of the owners of the properties located on Adcock Road (Parcels 0647313352, 047401596, 0646399748) you are invited to attend a neighborhood information meeting concerning the development of said property. The owners and developer are looking to rezone these parcels for the development of a single-family detached residential neighborhood. This neighborhood meeting is the first step in the process of developing these parcels. This meeting will provide you with an opportunity to learn about the proposed project, ask questions, and raise concerns that you have. The meeting details are as follows:

Time: Monday April 28, 2025 05:30 PM (EST)
Join Zoom Meeting
https://mcadamsco.zoom.us/j/82168723348?pwd=PxHMRFOVqm5epfUB3G1lhgwXOGfWZ5.1

Meeting ID: 821 6872 3348
Passcode: 541616

Dial by your location
• +1 309 205 3325 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. You are encouraged to ask questions and express concerns so that we may help you to more fully understand the proposed project. 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
Team Leader, Planning + Design



April 28,2025

Daventry

Neighborhood Meeting



Agenda

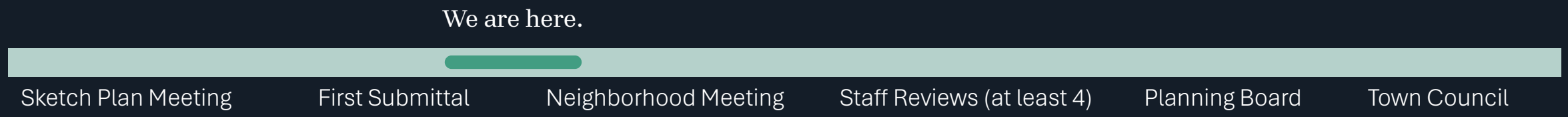
01 Site Overview

02 Existing Zoning

03 Proposed Zoning

04 Proposed Site Plan

Rezoning Timeline



The overall rezoning process will take 9-12 months from first submittal.

*If the rezoning is approved, the next step will be a site plan review which will go back to Town Council for approval.

Site Overview

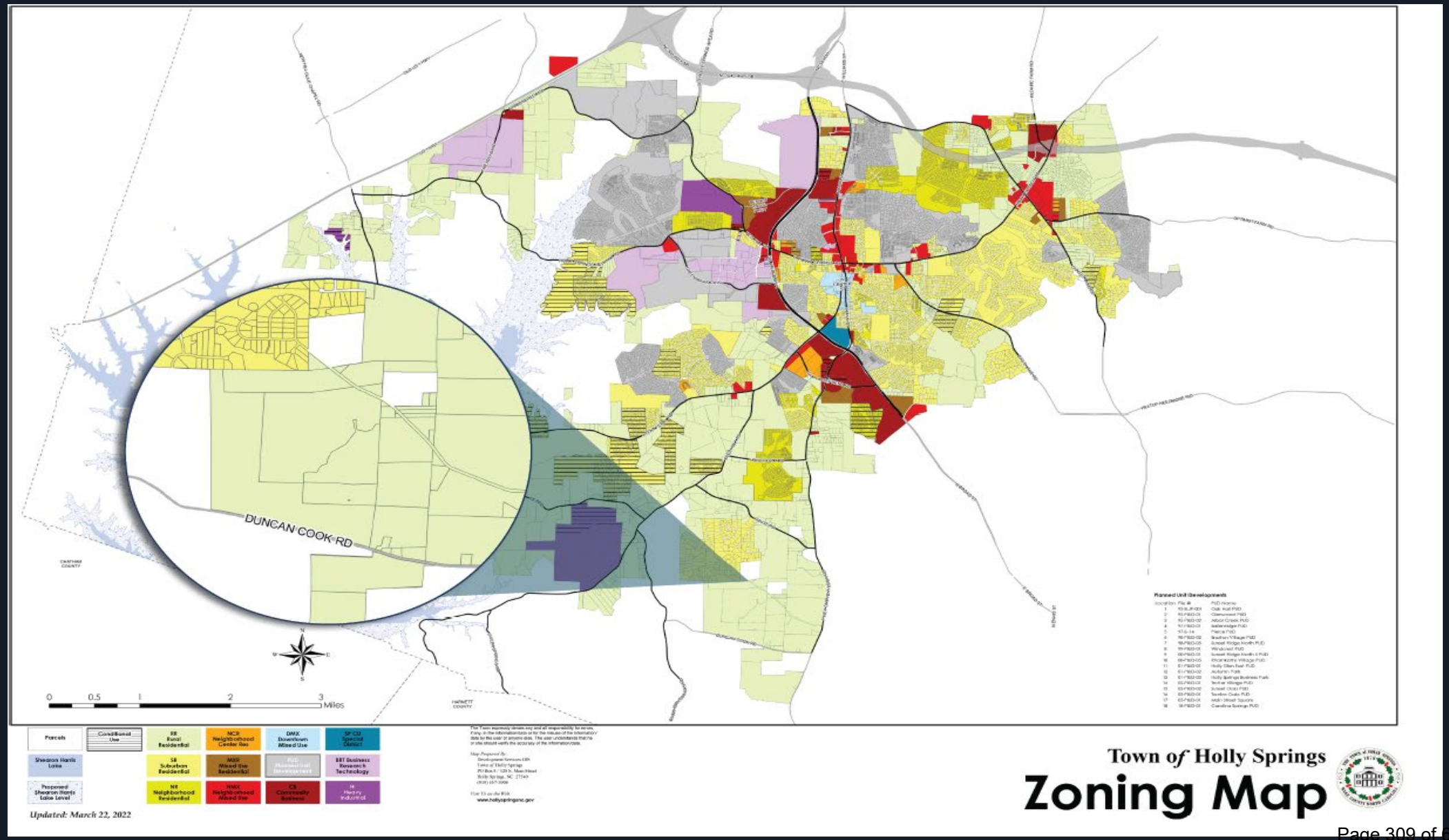
Location

- 3 parcels
- Located along Adcock Road



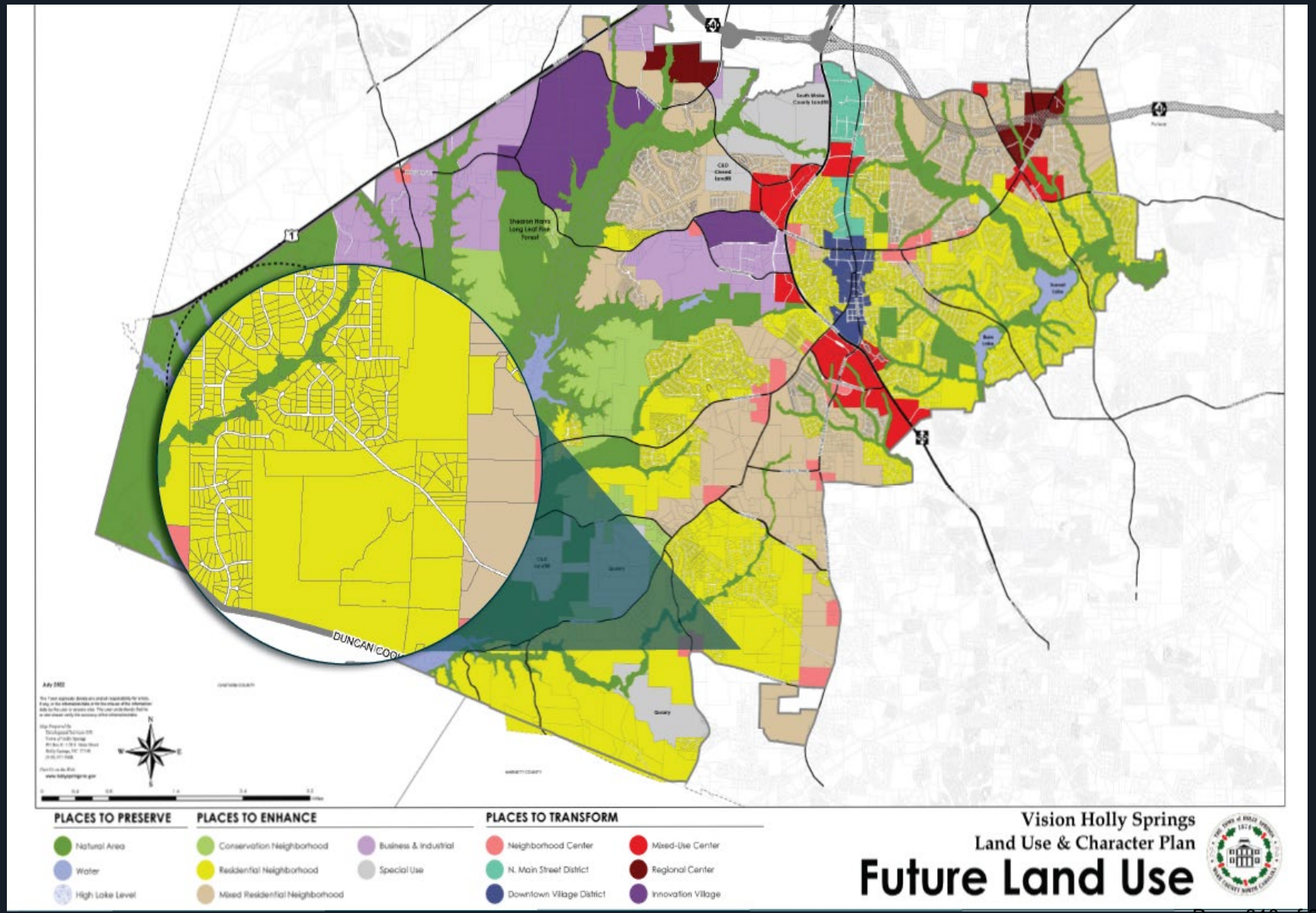
Current Zoning

RR



Future Land Use

Residential Neighborhood



Proposed Zoning

SR-CD



Thank you

Owner	Mailing Address 1	Mailing Address 2	Mailing Address 3
ATESHIAN, KANE THOMAS ATESHIAN, MEGAN THOMAS	101 OLD BALLENTINE WAY	HOLLY SPRINGS NC 27540-6019	
BAIN, ALTON D TRUSTEE LUNETTE S VAUGHAN TRUST FBO GERALD K VAUGHAN	65 BAIN ST	LILLINGTON NC 27546-6185	
BALDWIN, RUBY MAE NORRIS	5921 ADCOCK RD	HOLLY SPRINGS NC 27540-9530	
BALL, BRANDON T BALL, CAROLINE E	113 BUCKHORN CREEK RUN	HOLLY SPRINGS NC 27540-6055	
BALLENTINE PLACE HOMEOWNERS ASSOCIATION, INC.	4112 BLUE RIDGE RD STE 100	RALEIGH NC 27612-4652	
BASF WYANDOTTE CORPORATION	TAX DEPT	100 PARK AVE	FLORHAM PARK NJ 07932-1049
CAIN, DANA B CAIN, EDDIE W IV	6704 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7171	
CAMBRIDGE, JAMES M CAMBRIDGE, DENISE M	6709 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7172	
CARDONA PEREZ, HENRY DAVID MORALES PERES, ELISAVET D	5940 ADCOCK RD	HOLLY SPRINGS NC 27540-9529	
COOK, DANNY W COOK, VIRGINIA B	5832 DUNCAN COOK RD	FUQUAY VARINA NC 27526-7900	
DOMINGUEZ, JENNIFER ROSE LOPEZ, MARIO ALBERTO DOMINGUEZ	6233 LAURACA LN	FUQUAY VARINA NC 27526-5559	
DUNCAN COOK HOLDINGS LLC	2310 S MIAMI BLVD STE 238	DURHAM NC 27703-4900	
EVANS, ELLIOT BALL, CARMIN	109 OLD BALLENTINE WAY	HOLLY SPRINGS NC 27540-6019	
FISHER, ELAINE GAINEY GAINEY, KATHY	500 PORTER AVE APT 53	MARTINSBURG WV 25401-2221	
FRAKES, SCOTT A FRAKES, LAURA E	6709 STEPHERLY WAY	HOLLY SPRINGS NC 27540-7185	
FRISS, ZACHARY KEVIN FRISS, CHRISTINA LEONARD	201 OLD BALLENTINE WAY	HOLLY SPRINGS NC 27540-6020	
GARCIA, WILLIAM GARCIA, AILEEN MALMQUIST	117 BUCKHORN CREEK RUN	HOLLY SPRINGS NC 27540-6055	
HARMON, RUDY C HARMON, SHIRLEY L	6121 ADCOCK RD	HOLLY SPRINGS NC 27540-9532	
HEALEY, KATHERINE J HEALEY, SHAWN K	6705 STEPHERLY WAY	HOLLY SPRINGS NC 27540-7185	
HONAN, ANGELA RENEE	6608 OLD NORRIS FARM RD	HOLLY SPRINGS NC 27540-9599	
JONES, RUBY TEEL, SHARON B	2116 WATER FRONT DR	WILLOW SPRING NC 27592-7485	
KELLY, KEVIN THOMAS KELLY, CHANTAL NICOLE	113 OLD BALLENTINE WAY	HOLLY SPRINGS NC 27540-6019	
KRAUS, ERIN LEA KRAUS, BRADLEY DUANE	6229 LAURACA LN	HOLLY SPRINGS NC 27540	
MACHADO, JOSEPH GABRIEL MACHADO, TERESA ANNE	6713 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7172	
MARGOLIN, WILLIAM AARON	6116 ADCOCK RD	HOLLY SPRINGS NC 27540-9531	
MARTOF, LORENCE ANDREW MARTOF, TRICIA	209 OLD BALLENTINE WAY	HOLLY SPRINGS NC 27540-6020	
MATHEWS, ROGER J MATHEWS, KIMBERLY J	205 OLD BALLENTINE WAY	HOLLY SPRINGS NC 27540-6020	
MCCLAREN, DONALD CHRISTOPHER MOTTA MCCLAREN, ELIZABET ANNE	109 BUCKHORN CREEK RUN	HOLLY SPRINGS NC 27540-6055	
MCNAMARA, SCOTT MCNAMARA, RENEE	6732 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7171	
MENDEZ, NANCY DE LEON	3413 MOON RIVER DR	FUQUAY VARINA NC 27526-7537	
NORRIS, CAROLYN S HEIRS	GERALDINE N SIMMONS EXEC	4410 CRYSTAL LAKE DR	GREENSBORO NC 27410-9340
NORRIS, LARRY	5920 ADCOCK RD	HOLLY SPRINGS NC 27540-9529	
NORRIS, ROBERT JR	5937 ADCOCK RD	HOLLY SPRINGS NC 27540-9530	
NORRIS, ROBERT NORRIS, CAROLYN S	311 W MARTIN ST APT A	MARTINSBURG WV 25401-3332	
NORRIS, ROME DOUGLAS HEIRS	6641 OLD NORRIS FARM RD	HOLLY SPRINGS NC 27540-9702	
NORRIS, WORTH HEIRS NORRIS, NELLIE HEIRS	GERALDINE NORRIS SIMMONS	4410 CRYSTAL LAKE DR	GREENSBORO NC 27410-9340
PARKER, KIM A STAPLETON, JOYCE LENETTE	6720 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7171	
PIERZGA, EDWARD GRANT PIERZGA, MICHELE L	6716 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7171	
PINKERTON, BETH COOK	5824 DUNCAN COOK RD	FUQUAY VARINA NC 27526-7900	
RANDAZZO, SARAH ELIZABETH RANDAZZO, JASON P	6712 STEPHERLY WAY	HOLLY SPRINGS NC 27540-7185	
ROSE, DAVID SPENCER ROSE, ASHLEY GRIFFIN	105 OLD BALLENTINE WAY	HOLLY SPRINGS NC 27540-6019	
ROSS, MISTY-LEIGH	6728 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7171	
RUSCHE, BENJAMIN DONALD RUSCHE, CAILIN ANNE	101 BUCKHORN CREEK RUN	HOLLY SPRINGS NC 27540-6055	

SHAY, ANTHONY C TAYLOR-SHAY, ARES M	6725 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7172	
SIMMONS, GERALDINE N	4410 CRYSTAL LAKE DR	GREENSBORO NC 27410-9340	
SKALKA, MICHAEL A SKALKA, MEGANN B	6724 FAWN HOOF TRL	HOLLY SPRINGS NC 27540-7171	
SPENCE, TANEZ	3037 W NORRIS ST	PHILADELPHIA PA 19121-1826	
SPENCE, TANEZ LYNETTE	3019 W NORRIS ST	PHILADELPHIA PA 19121-1826	
T M ADCOCK FAMILY LLC	DOROTHY A MAYS	5628 DUNCAN COOK RD	FUQUAY VARINA NC 27526-8296
TEMPLAR INVESTMENTS LLC	624 HOLLY SPRINGS RD STE 419	HOLLY SPRINGS NC 27540-9030	
TEMPLE, WADE P TEMPLE, JOYCE A	1193 WILBON RD	FUQUAY VARINA NC 27526-8264	
TOLL SOUTHEAST LP COMPANY INC	1140 VIRGINIA DR	FORT WASHINGTON PA 19034-3204	
VAUGHAN, RUPERT L JR VAUGHAN, ELIZABETH A	6724 STEPHERLY WAY	HOLLY SPRINGS NC 27540-7185	
WALL, RICHARD	6716 STEPHERLY WAY	HOLLY SPRINGS NC 27540-7185	
WINSTON, GLAUDIE N WINSTON, JACQUELENE CIQUETA	5908 ADCOCK RD	HOLLY SPRINGS NC 27540-9529	
WRIGHT, CARROLL D	105 BUCKHORN CREEK RUN	HOLLY SPRINGS NC 27540-6055	
WYNOT, ANDREW DAVIS WYNOT, SUSANNAH BROOKE	6704 STEPHERLY WAY	HOLLY SPRINGS NC 27540-7185	
ZSA ZSA PROPERTIES LLC	1305 PLYMOUTH CT	RALEIGH NC 27610-1162	

DAVENTRY

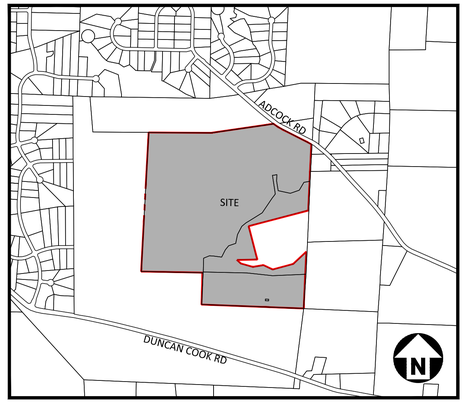
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

25-REZ-05/PLRZ202500109
MASTER PLAN

PROJECT NUMBER: SMH-24002

DATE: APRIL 25, 2025

RESUBMITTAL DATE: MAY 22, 2026



VICINITY MAP
N.T.S.

SHEET INDEX

C1.00	EXISTING CONDITIONS
C1.01	OVERALL TREE SURVEY
C1.02	TREE SURVEY SAMPLE AREAS
C2.00	CONCEPT PLAN
C2.01	TRANSPORTATION PLAN
C2.02	OPEN SPACE & PRESERVATION PLAN
C2.03	SPECIMEN TREE OVERLAY
C3.00	GRADING PLAN
C4.00	UTILITY PLAN
C8.00	TYPICAL SECTIONS
L5.00	LANDSCAPE PLAN
C8.01	DEVELOPMENT STANDARDS
C8.02	DEVELOPMENT STANDARDS

SITE DATA

OWNERS	NAME	PIN	REID
	TEMPLE, WADE P TEMPLE, JOYCE A	0647313352	0075086
	TEMPLE, WADE P TEMPLE, JOYCE A	0647401596	0367153
	TEMPLAR INVESTMENTS LLC	0646399748	0367152
	TEMPLE, WADE P TEMPLE, JOYCE A	0646491644	0296060
SITE ADDRESS	6725 THRASHER RD, HOLLY SPRINGS, NC 27540		
DEVELOPER	STANLEY MARTIN HOMES		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	SR-CD		
SITE AREA	GROSS SITE AREA: 127.09 ACRES (5,536,040 SF) RIGHT OF WAY DEDICATION: 0.06 ACRES (2,630 SF) NET SITE AREA: 127.03 ACRES (5,533,410 SF)		
RIVER BASIN	CAPE FEAR RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	MOBILE HOME PARK; ACRE WITH IMPROVEMENT, NO HOUSE		
PROPOSED USES	DETACHED DWELLINGS; ACCESSORY USES		
MAX. UNITS ALLOWED PER DWELLING TYPE	DETACHED DWELLINGS: 255 DU		

SR-CD ZONING OPEN SPACE SITE DATA

GROSS SITE AREA	127.09 ACRES (5,536,040 SF)
TREE PRESERVATION AREA	REQUIRED: 25.42 ACRES (20%) PROVIDED: 31.00 ACRES
ACTIVE RECREATION AREA	REQUIRED: 6.36 ACRES (5%) PROVIDED: 7.98 ACRES
DEVELOPED OPEN SPACE	REQUIRED: 6.35 ACRES (5%) PROVIDED: 6.35 ACRES (DEDICATED AS TREE PRESERVATION)
TOTAL ON-SITE PRIVATE OPEN SPACE	REQUIRED: 38.13 ACRES (30%) PROVIDED: 38.98 ACRES (31.00 AC TREE PRESERVATION AREA, 7.98 AC ACTIVE RECREATION AREA)

Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Maximum Gross Residential Density Allowed	3 units/acre	2.06 units/acre
Minimum Lot Area		
Minimum Lot Area Allowed	15,000 sf	7,500 sf, averaging 10,000sf across the entire site.
Open Space and Gathering Area		
Overall Minimum Open Space Required (Entire Site)	30%	30%
Building Setbacks - Detached Dwellings (ft)		
Front	Min: 20'	Min: 20'
Side	10'	5'
Side Corner	20'	20'
Rear	25'	25'
Buffers		
RR Buffer	5' Type A	5' Type A
Thoroughfare Buffer	5' Type A	5' Type A
Building Height		
All Primary Structures (maximum)	35'	35'
Accessory Structures (maximum)	25'	25'
All other applicable development standards not listed here shall follow UDO standards and requirements.		

TEXT COMMITMENTS

1. NO SINGLE-FAMILY HOME SHALL BE CONSTRUCTED WITH AN EXTERIOR ELEVATION AND/OR COLOR PALETTE THAT IS IDENTICAL TO THE HOME ON EITHER SIDE OR ACROSS THE STREET FROM IT.
2. DAVENTRY WILL CONSTRUCT ANY OFFSITE WATER AND SEWER FACILITIES NECESSARY TO SUPPORT THE DEVELOPMENT IN THE EVENT THAT HAZEL RIDGE DOES NOT MOVE FORWARD. THIS MAY REQUIRE PLAN REVISIONS.

WATER RESOURCE MANAGEMENT POLICY ALLOCATION ELEMENTS

1. PUBLIC INFRASTRUCTURE IMPROVEMENTS - OPTION A
   - VEGETATED WETLAND IN LIEU OF WET PONDS
2. SUSTAINABLE DESIGN
   - EARN NATIONAL GREEN BUILDING STANDARDS CERTIFICATION OR EQUIVALENT AS DETERMINED BY DIRECTOR
3. OPEN SPACE/TREE PRESERVATION
   - PRESERVATION OF AT LEAST 10% OF SPECIMEN TREES ON SITE

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
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RESTON, VA 20190-4771
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STANLEY MARTIN

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 2379 DEREK VANDERSLICE
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
2	11. 21. 2025	REV PER TOWN COMMENTS
3	02. 20. 2026	REV PER TOWN COMMENTS
4	03. 20. 2026	REV PER TOWN COMMENTS
5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

MASTER PLAN DRAWINGS FOR:

DAVENTRY
6725 THRASHER ROAD
HOLLY SPRINGS, NC, 27540
PROJECT NUMBER:
SMH-24002

X:\Projects\SMH\SMH24002\04-Production\Planning + Design\Master Plan\SMH24002-CS1.dwg, 5/22/2026 8:24:46 AM, John Martin


BROOMSTRAW DRIVE
DUNCAN RIDGE LANE
ALVIN LANE
THRASHER ROAD
EASTBROOK DRIVE
DUNCAN COOK ROAD/S.R. 1123
TEMPLE PARCEL 1
WADE TEMPLE, ET.AL.
PIN:0647313263
6725 THRASHER RD
D.B. 5078, PG. 638
B.M. 1984, PAGE 488
B.M. 1984, PG. 1322
B.M. 1985, PG. 109
B.M. 1985, PG. 139
B.M. 1985, PG. 184
B.M. 1985, PG. 280
B.M. 1985, PG. 282
B.M. 1987, PG. 269
B.M. 1992, PG. 217
4,012,753 SQ.FT.
92.12 AC.
TEMPLE PARCEL 2
WADE TEMPLE, ET.AL.
PIN:0647313263
0 THRASHER RD
D.B. 5078, PG. 638
B.M. 1984, PAGE 488
1,326,198 SQ.FT.
30.87 AC.
TEMPLAR PARCEL 1
TEMPLAR INVESTMENTS, LLC
PIN:0646309748
0 THRASHER RD
D.B. 13914, PG. 1639
B.M. 2007, PG. 2181
7853,756 SQ.FT.
17.94 AC.
TEMPLE PARCEL 3
CEMETERY
WADE TEMPLE, ET.AL.
PIN:0647313263
0 JOCKCOCK RD
D.B. 5078, PG. 638
B.M. 1984, PAGE 488
1,001 SQ.FT.
0.02 AC.
DUNCAN COOK HOLDINGS LLC
PIN:0646398138
D.B. 16900, PG. 2288
B.M. 2003, PG. 1391
N/F
SUPERT WARREN, ET.AL.
PIN:0647317242
D.B. 11307, PG. 1209
B.M. 2018, PG. 2028
N/F
MICHAEL HARTE, ET.AL.
PIN:0647316966
D.B. 18867, PG. 2172
B.M. 2007, PG. 1112
N/F
MARK TEMPLETON, ET.AL.
PIN:0647312968
D.B. 12108, PG. 1852
B.M. 2007, PG. 1112
N/F
WILLIE REID TRUST
PIN:0647314146
D.B. 18867, PG. 2172
B.M. 2007, PG. 1112
N/F
ANTONIO HAYES, ET.AL.
PIN:0647317242
D.B. 18867, PG. 2172
B.M. 2007, PG. 1112
N/F
NOAH NC, INC
PIN:0647316966
D.B. 14379, PG. 2344
B.M. 2011, PG. 430
N/F
NOAH NORTH CAROLINA, INC
PIN:0647316966
D.B. 18867, PG. 2172
B.M. 2005, PG. 78
N/F
NOT A PART OF SUPPLY
WADE TEMPLE, ET.AL.
PIN:0647313263
6725 THRASHER RD
D.B. 5078, PG. 638
B.M. 1984, PG. 1322
N/F
ROBERT BARRETT, JR.
PIN:0647317242
B.M. 17-C, PG. 1909
N/F
ADCOCK FAMILY LLC
PIN:0646967638
N/F
HARRIS & EDRESS
PIN:0646967638
D.B. 2007, PG. 2181
N/F
DANNY COOK, ET.AL.
PIN:0646967638
D.B. 15989, PG. 1427
B.M. 2017, PG. 1532
N/F
LEE LEGAL, ETAL
PIN:0647316966
D.B. 18724, PG. 1281
B.M. 2005, PG. 1281
N/F
MATTHEW SCOTT, ETAL.
PIN:0647316966
D.B. 18724, PG. 1281
B.M. 2005, PG. 78
N/F
MAC SALMAN, ETAL.
PIN:0647317242
D.B. 18724, PG. 1281
B.M. 2005, PG. 78
N 88°53'21" W 833.10'
S 88°39'21" E 666.89'
N 87°49'39" E 372.41'
N 87°45'30" E 320.48'
N 87°43'14" E 1002.84'(TOTAL)
1018.84'
633.32'
1,319.24'
S 89°40'35" E 947.63'(TOTAL)
460.45'
124.83'
362.35'
414.85'
329.45'
N 81°56'08" E 1,959.28'(TOTAL)
1,319.24'
1,319.24'
1,319.24'



TREE LEGEND

B	BIRCH
BGM	BLACK GUM
C	CEDAR
DG	DOGWOOD
E	ELM
G	SWEETGUM
H	HICKORY
HO	HOLLY
M	MAPLE
O	OAK
P	PINE
PEC	PECAN
PO	POPLAR
SRW	SOURWOOD
SY	SYCAMORE

- DIAMETER INCH AT BREAST HEIGHT
- TYPE OF TREE
- DOUBLE-TRUNK
- MULTI-TRUNK

GENERAL NOTES:

1. IDENTIFIED TREES WERE APPROXIMATELY LOCATED BY MCADAMS USING A TRIMBLE CATALYST GPS UNIT. AS THESE GPS UNITS DO NOT PROVIDE SURVEY GRADE ACCURACY THIS DATA SHOUL DBE CONSIDERED APPROXIMATE AND USED FOR PLANNING PURPOSES ONLY. IF AN ACCURATE LOCATION IS REQUIRED A NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SHOULD BE ENGAGED.
2. THE SITE IS PARTIALLY WOODED WITH HEALTHY TREES, CONTAINING A MIXTURE OF PRIMARILY HARDWOODS WITH PINES INTERSPERSED, RANGING IN SIZE BETWEEN 1-INCH AND 30-INCHES, WITH A SMALL NUMBER OF TREES BETWEEN 30 AND 49 INCHES.

TREE SURVEY CERTIFICATION:

THE SURVEYED TREES SHOWN ON THIS TREE SURVEY SHEET ARE CORRECT IN REGARD TO SIZE, SPECIES, AND LOCATION.

TREE SURVEY AND TREE PROTECTION PLAN PROVIDED BY ANDERS LINDQUIST, ISA CERTIFIED ARBORIST SO-10544A

GRAPHIC SCALE
0 75 150 300
1 inch = 150 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
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JACKIE C. ELEK
PHONE: 704. 578. 3463

STANLEY MARTIN™

DAVENTRY
MASTER PLAN
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 2379 KEVIN VANDERSLICE NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
2	11. 21. 2025	REV PER TOWN COMMENTS
3	02. 20. 2026	REV PER TOWN COMMENTS
4	03. 20. 2026	REV PER TOWN COMMENTS
5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-T1
CHECKED BY	
DRAWN BY	AAL
SCALE	1"=150'
DATE	04. 25. 2025

SHEET

OVERALL TREE SURVEY
C1.01

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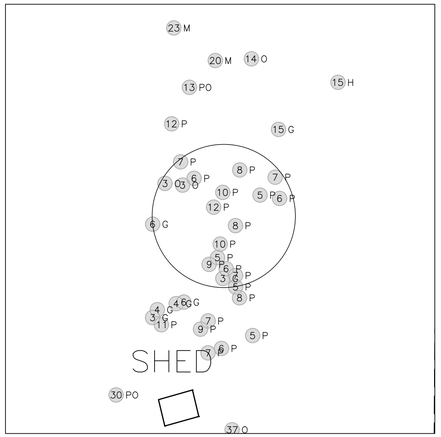

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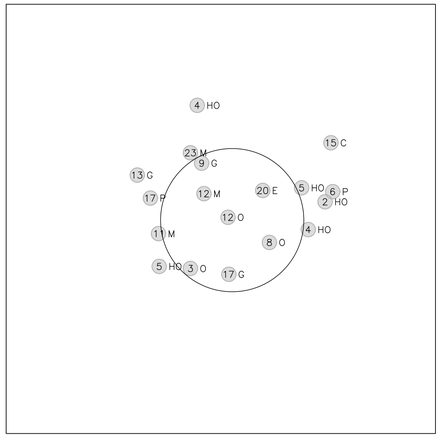

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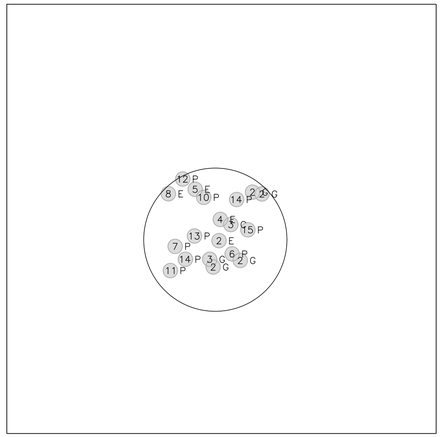

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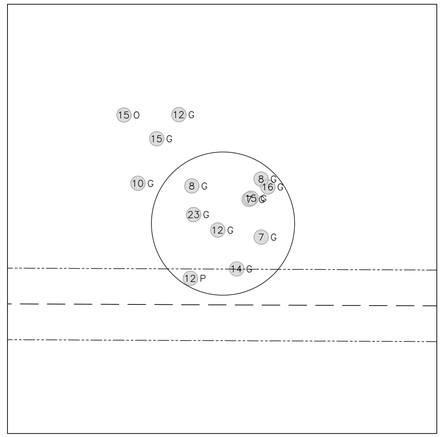

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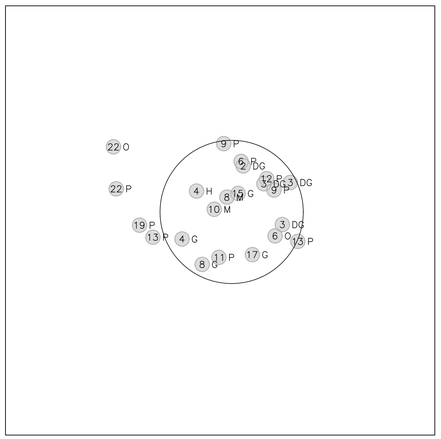

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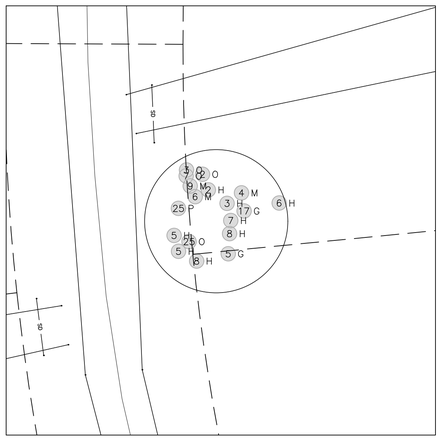

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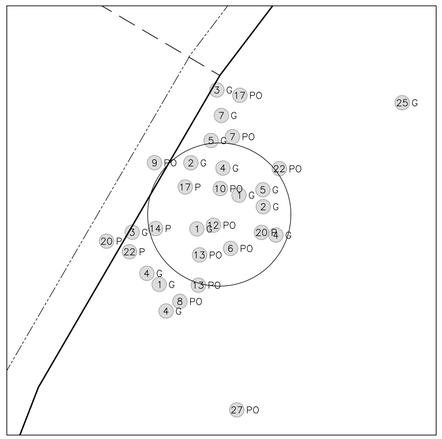

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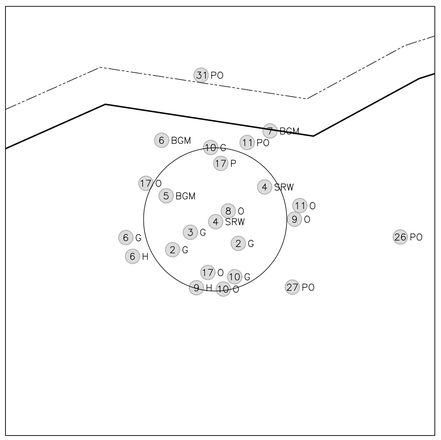

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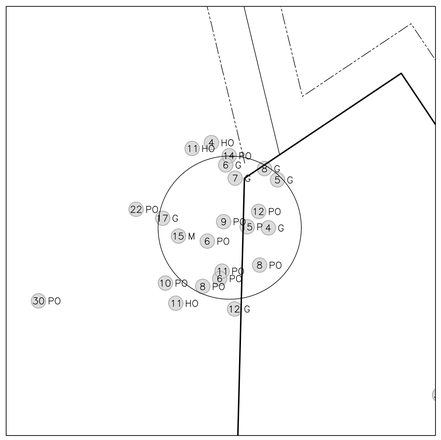

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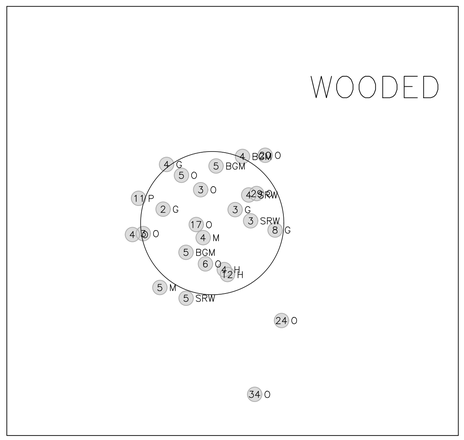

SAMPLE AREA #10

TREE LEGEND

B	BIRCH
BGM	BLACK GUM
C	CEDAR
DG	DOGWOOD
E	ELM
G	SWEETGUM
H	HICKORY
HO	HOLLY
M	MAPLE
O	OAK
P	PINE
PEC	PECAN
PO	POPLAR
SRW	SOURWOOD
SY	SYCAMORE

DIAMETER INCH AT BREAST HEIGHT
X — TYPE OF TREE
D-X — DOUBLE-TRUNK
M-X — MULTI-TRUNK

TREE SURVEY CERTIFICATION:

THE SURVEYED TREES SHOWN ON THIS TREE SURVEY SHEET ARE CORRECT IN REGARD TO SIZE, SPECIES, AND LOCATION.

TREE SURVEY AND TREE PROTECTION PLAN PROVIDED BY ANDERS LINDQUIST, ISA CERTIFIED ARBORIST SO-10544A

GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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DAVENTRY
MASTER PLAN
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAN VANDERSLICE 2379
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
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4	03. 20. 2026	REV PER TOWN COMMENTS
5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-T1
CHECKED BY	
DRAWN BY	AAL
SCALE	1"=20'
DATE	04. 25. 2025

SHEET

TREE SURVEY
SAMPLE AREAS
C1.02

X:\Projects\SMH\SMH24002\04-Production\Planning + Design\Master Plan\SMH24002-T1.dwg, 5/20/2026 9:00:00 AM, Luke Spaulding

EXISTING
LAURACA LN
(50' WIDTH PUBLIC R/W)

EXISTING
STEPHERLY WAY
(50' WIDTH PUBLIC R/W)

EXISTING
FAWN HOOF TRL
(50' WIDTH PUBLIC R/W)

EXISTING
ADCOCK ROAD/S.R. 1124
(60' WIDTH PUBLIC R/W)

EXISTING
OLD NORRIS FARM RD
(PRIVATE)

EXISTING
DUNCAN COOK RD
(60' WIDTH PUBLIC R/W)

PROPOSED ZONING
SR-CD

STREET 'A'
STREET 'B'
STREET 'C'
STREET 'D'
STREET 'E'
STREET 'F'
STREET 'G'
STREET 'H'
STREET 'I'
STREET 'J'
STREET 'K'
STREET 'L'
STREET 'M'

SFD POD 1 (±4.50 ACRES)
SFD POD 2 (±2.30 ACRES)
SFD POD 3 (±2.00 ACRES)
SFD POD 4 (±1.95 ACRES)
SFD POD 5 (±1.50 ACRES)
SFD POD 6 (±7.10 ACRES)
SFD POD 7 (±2.00 ACRES)
SFD POD 8 (±1.50 ACRES)
SFD POD 9 (±2.30 ACRES)
SFD POD 10 (±3.40 ACRES)
SFD POD 11 (±3.95 ACRES)
SFD POD 12 (±2.40 ACRES)
SFD POD 13 (±4.35 ACRES)
SFD POD 14 (±2.61 ACRES)
SFD POD 15 (±3.12 ACRES)
SFD POD 16 (±2.20 ACRES)
SFD POD 17 (±2.60 ACRES)
SFD POD 18 (±1.75 ACRES)
SFD POD 19 (±3.00 ACRES)

ACTIVE RECREATION AREA 1 (±1.75 ACRES)
ACTIVE RECREATION AREA 2 (±0.50 ACRES)
ACTIVE RECREATION AREA 3 (±0.80 ACRES)
ACTIVE RECREATION AREA 4 (±1.00 ACRES)
ACTIVE RECREATION AREA 5 (±2.15 ACRES INCLUDES 50% SCM AREA)
ACTIVE RECREATION AREA 6 (±1.00 ACRES INCLUDES 50% SCM AREA)
ACTIVE RECREATION AREA 7 (±0.78 ACRES INCLUDES 50% SCM AREA)

SCM #1 (CONCEPTUAL SIZE AND LOCATION SHOWN)
SCM #2 (CONCEPTUAL SIZE AND LOCATION SHOWN)
SCM #3 (CONCEPTUAL SIZE AND LOCATION SHOWN)
SCM #4 (CONCEPTUAL SIZE AND LOCATION SHOWN)

PROPOSED ROUNDABOUT
2.5' ROW DEDICATION (65' ULTIMATE ROW FOR LC-2A SECTION-SUBURBAN)
+/-2.5' ROW DEDICATION REQUIRED
INSTALL LEFT TURN LANE ON ADCOCK RD INTO SITE DRIVE
PROPOSED SEWER OUTFALL
PROPOSE SEWER OUTFALL
PERENNIAL STREAM WITH 30' BUFFER
INTERMITTENT STREAM WITH 30' BUFFER
WETLAND (TYP.)
EX. POND WITH 30' BUFFER
EX. OPEN AREA
HOMESTEAD BOUNDARY
HOMESTEAD (±13.70 ACRES TO REMAIN)
INGRESS & EGRESS EASEMENT B.M. 2007, PG. 2181
POTENTIAL HOMESTEAD DRIVEWAY REALIGNMENT (TO BE COORDINATED AT TIME OF CONSTRUCTION DRAWINGS)
FEE IN LIEU FOR CONSTRUCTING SINGLE STREET STUB AND WATER LINE EXTENSION THROUGH THE HOMESTEAD LOT TO SHARED PROPERTY LINES OF BOTH PARCELS EAST OF SITE TO MEET INTENT OF UDO REQUIREMENT. FEE IN LIEU AMOUNT TO BE COORDINATED AND DETERMINED AT TIME OF CONSTRUCTION DRAWINGS.
5' TYPE 'A' PERIMETER BUFFER
10' OPEN SPACE BUFFER (TYP.)
5' TYPE 'A' THOROUGHFARE BUFFER
30'
50'

N/F RUPERT VAUGHAN, ET.AL. PIN:0647227425 D.B. 17357, PG. 1209 B.M. 2018, PG. 2526
N/F STEPHEN OSBORN, ET.AL. PIN:0647123876 D.B. 16916, PG. 1651 B.M. 2011, PG. 435
N/F AQUA NC INC. PIN:0647123876 D.B. 14378, PG. 2346 B.M. 2011, PG. 435
N/F MICHAEL HARTE, ET.AL. PIN:0647028607 D.B. 18667, PG. 2172 B.M. 2007, PG. 1112
N/F MARK WILLIAMS, ET.AL. PIN:0647028502 D.B. 13198, PG. 1893 B.M. 2007, PG. 1112
N/F MILLS REVOCABLE TRUST PIN:0647028309 D.B. 19027, PG. 198 B.M. 2007, PG. 1112
N/F ANTONIO CASTILLO, ET.AL. PIN:0647029178 D.B. 16603, PG. 2231 B.M. 2007, PG. 1112
N/F JEFFREY D. PACE PIN:0647111944 D.B. 19027, PG. 198 B.M. 2007, PG. 1121
N/F RONALD D. PACE REVOCABLE TRUST PIN:0647111505 D.B. 19027, PG. 198 B.M. 2007, PG. 1121
N/F DUNCAN COOK HOLDINGS LLC PIN:0646398124 D.B. 19083, PG. 2299 B.M. 2023, PG. 1291
N/F AMEE MODI, ETAL. PIN:0647115341 D.B. 15341, PG. 1 B.M. 2006, PG. 1939
N/F DAVID MASTON, ET.AL. PIN:0647111386 D.B. 18186, PG. 2255 B.M. 2007, PG. 1121
N/F ANTHONY TAYLOR PIN:0647110122 D.B. 19027, PG. 198 B.M. 2007, PG. 1121
N/F KAI LEUNG, ETAL. PIN:0647100021 D.B. 19576, PG. 1306 B.M. 2005, PG. 32
N/F MATTHEW DOELL, ETAL. PIN:0646190991 D.B. 19104, PG. 1522 B.M. 2005, PG. 32
N/F THEODORE GALINSKI, ETAL. PIN:0646190729 D.B. 13314, PG. 2400 B.M. 2005, PG. 32
N/F AQUA NORTH CAROLINA INC PIN:0646190569 D.B. 13547, PG. 76 B.M. 2005, PG. 32
N/F GERALDINE SIMMONS PIN:0647478980 W.B. 17-E, PG. 1609
N/F ROBERT NORRRIS JR PIN:0647419703 W.B. 17-E, PG. 1609
N/F TM ADCOCK FAMILY LLC PIN:0647503946
N/F TM ADCOCK FAMILY LLC PIN:0647594724
N/F DANNY COOK, ET.AL. PIN:0646592021 D.B. 16885, PG. 1407 B.M. 2017, PG. 1532

STREET SECTIONS (PER COMP. PLAN)

ADCOCK ROAD	65' ROW (LC-2A SUBURBAN SECTION)
STREET 'A' - 'M'	53' ROW (HS302 SECTION)

NOTES:
IN ACCORDANCE WITH UDO SECTION 4-3.2, UTILITY EASEMENTS AND STORMWATER CONTROL MEASURES MAY SATISFY ON-SITE PRIVATE OPEN SPACE REQUIREMENTS.

ANY DEAD-END STREETS OR DRIVE AISLES OVER 150' (MEASURED FROM END OF PAVEMENT DOWN THE CENTER OF THE STREET DRIVE TO THE CENTER OF THE INTERSECTION) SHALL BE PROVIDED WITH AN APPROVED TURNAROUND (SEE SHEET C8.00 FOR DETAIL).

SITE DATA

OWNERS	NAME	PIN	REID
	TEMPLE, WADE P TEMPLE, JOYCE A	0647313352	0075086
	TEMPLE, WADE P TEMPLE, JOYCE A	0647401596	0367153
	TEMPLAR INVESTMENTS LLC	0646399748	0367152
	TEMPLE, WADE P TEMPLE, JOYCE A	0646491644	0296060
SITE ADDRESS	6725 THRASHER RD, HOLLY SPRINGS, NC 27540		
DEVELOPER	STANLEY MARTIN HOMES		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	SR-CD		
SITE AREA	GROSS SITE AREA: 127.09 ACRES (5,536,040 SF) RIGHT OF WAY DEDICATION: 0.06 ACRES (2,630 SF) NET SITE AREA: 127.03 ACRES (5,533,410 SF)		
RIVER BASIN	CAPE FEAR RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	MOBILE HOME PARK; ACRE WITH IMPROVEMENT, NO HOUSE		
PROPOSED USES	DETACHED DWELLINGS; ACCESSORY USES		
MAX. UNITS ALLOWED PER DWELLING TYPE	DETACHED DWELLINGS: 255 DU		

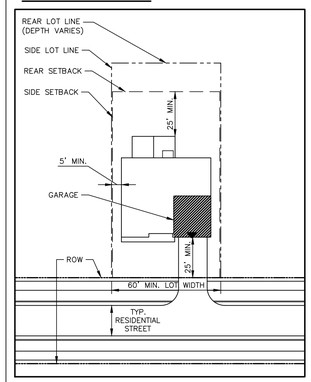
Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Maximum Gross Residential Density Allowed	3 units/acre	2.06 units/acre
Minimum Lot Area		
Minimum Lot Area Allowed	15,000 sf	7,500 sf, averaging 10,000sf across the entire site.
Open Space and Gathering Area		
Overall Minimum Open Space Required (Entire Site)	30%	30%
Building Setbacks - Detached Dwellings (ft)		
Front	Min: 20'	Min: 20'
Side	10'	5'
Side Corner	20'	20'
Rear	25'	25'
Buffer		
RR Buffer	5' Type A	5' Type A
Thoroughfare Buffer	5' Type A	5' Type A
Building Height		
All Primary Structures (maximum)	35'	35'
Accessory Structures (maximum)	25'	25'

All other applicable development standards not listed here shall follow UDO standards and requirements.

SR-CD ZONING OPEN SPACE SITE DATA

GROSS SITE AREA	127.09 ACRES (5,536,040 SF)
TREE PRESERVATION AREA	REQUIRED: 25.42 ACRES (20%) PROVIDED: 31.00 ACRES
ACTIVE RECREATION AREA	REQUIRED: 6.36 ACRES (5%) PROVIDED: 7.98 ACRES
DEVELOPED OPEN SPACE	REQUIRED: 6.35 ACRES (5%) PROVIDED: 6.35 ACRES (DEDICATED AS TREE PRESERVATION)
TOTAL ON-SITE PRIVATE OPEN SPACE	REQUIRED: 38.13 ACRES (30%) PROVIDED: 38.98 ACRES (31.00 AC TREE PRESERVATION AREA, 7.98 AC ACTIVE RECREATION AREA)

TYPICAL LOT DETAIL



LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- PROPOSED VEHICULAR CIRCULATION (IF HAZEL RIDGE DOES NOT PROVIDE CONNECTION TO DUNCAN COOK RD-WITH COORDINATION OF PROPERTY OWNER FOR RIGHT-OF-WAY ACQUISITION)
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- GREENWAY (10' - HS340)
- PEDESTRIAN TRAIL (5' PAVED)
- SINGLE-FAMILY DETACHED HOMES (LESS THAN 10,000 SF)
- SINGLE-FAMILY DETACHED HOMES (10,000 SF MIN.)
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- DEVELOPED OPEN SPACE

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
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JACKIE C. ELEK
PHONE: 704. 578. 3463

STANLEY MARTIN™

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MASTER PLAN
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

NORTH CAROLINA LANDSCAPE ARCHITECTURE SEAL VANDERSLICE 5070
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REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
2	11. 21. 2025	REV PER TOWN COMMENTS
3	02. 20. 2026	REV PER TOWN COMMENTS
4	03. 20. 2026	REV PER TOWN COMMENTS
5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-S1
CHECKED BY	LH
DRAWN BY	SMV
SCALE	1"=200'
DATE	04. 25. 2025

SHEET

CONCEPT PLAN
C2.00

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STREET SECTIONS (PER COMP. PLAN)

ADCOCK ROAD	65' ROW (LC-2A SUBURBAN SECTION)
STREET 'A' - 'M'	53' ROW (HS302 SECTION)

NOTE:

1. ALL STREETS AND SIDEWALKS SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AS REVIEWED AT TIME OF DEVELOPMENT PLAN.

TYPICAL STREET SECTIONS

- LC-2A (SUBURBAN)
- HS302 SECTION

LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION (IF HAZEL RIDGE DOES NOT PROVIDE CONNECTION TO DUNCAN COOK RD-WITH COORDINATION OF PROPERTY OWNER FOR RIGHT-OF-WAY ACQUISITION)
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- GREENWAY (10' - HS340)
- PEDESTRIAN TRAIL (5' PAVED)
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- DEVELOPED OPEN SPACE

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

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HOLLY SPRINGS, NC 27540

NORTH CAROLINA LANDSCAPE ARCHITECT SEAL 2379 SHAN VANDERSLICE
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REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
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5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

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CHECKED BY	LH
DRAWN BY	SMV
SCALE	1"=200'
DATE	04. 25. 2025

SHEET

TRANSPORTATION PLAN

C2.01

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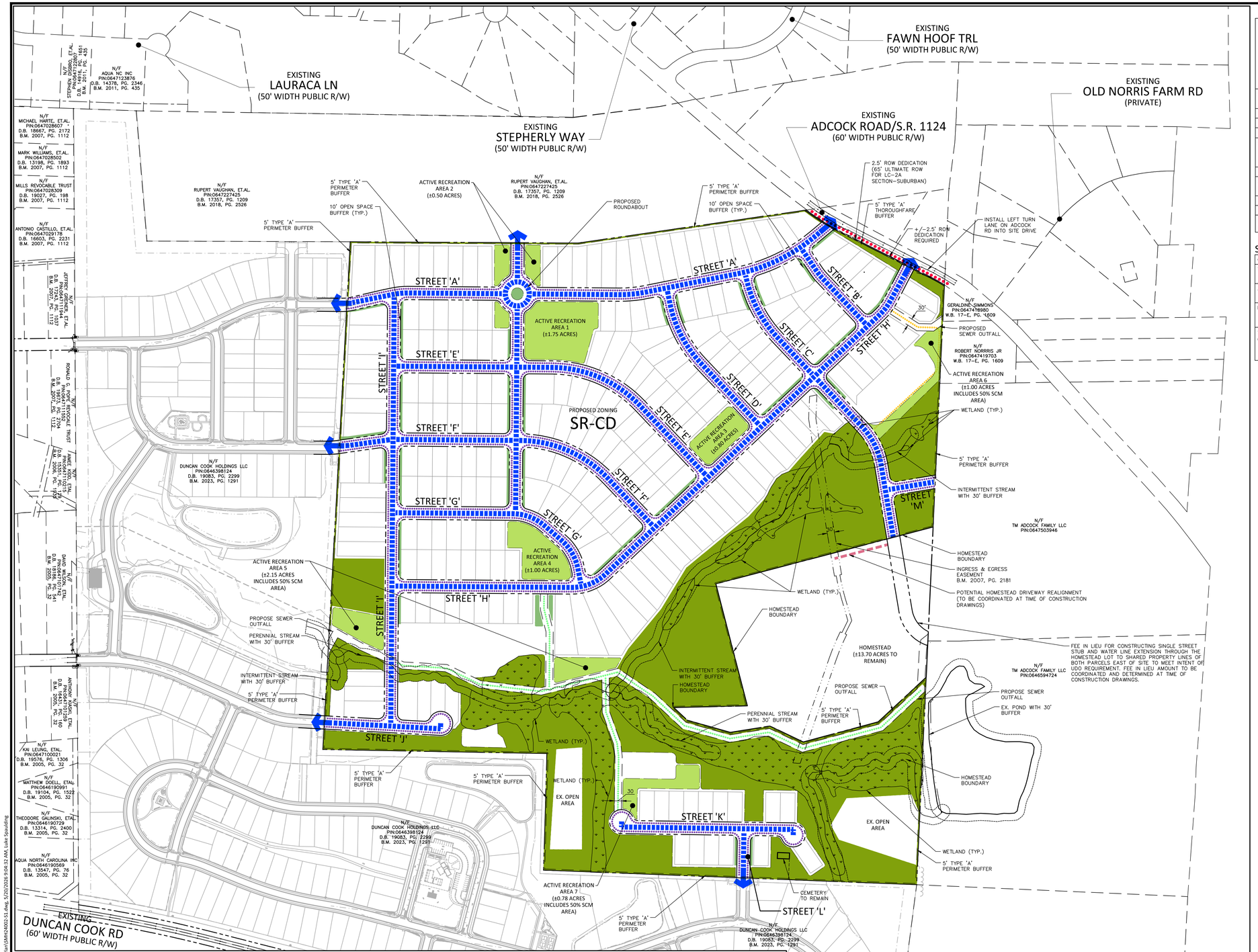

ACTIVE OPEN SPACE ELEMENTS

ACTIVE REC. AREA 1 (+/- 1.75 AC)	1) COMMUNITY POOL/AMENITY CENTER* 2) PERGOLA/SHADE STRUCTURE 3) 300 SF HARDSCAPE PLAZA WITH BENCHES/SEATING OPTIONS 4) OUTDOOR BBQ AREA WITH SEATING 5) ATHLETIC PLAY LAWN WITH NATIVE FLOWERING TREES AND SHRUBS	ACTIVE REC. AREA 2 (+/- 0.50 AC)	1) ATHLETIC PLAY LAWN WITH NATIVE FLOWERING TREES AND SHRUBS 2) PERGOLA/SHADE STRUCTURE 3) SEATING OPTIONS* 4) CUTTING/WILDFLOWER GARDEN 5) COMMUNITY GATHERING AREA	ACTIVE REC. AREA 3 (+/- 0.80 AC)	1) ATHLETIC PLAY LAWN WITH NATIVE FLOWERING TREES AND SHRUBS 2) PERGOLA/SHADE STRUCTURE 3) 300 SF HARDSCAPE PLAZA WITH BENCHES/SEATING OPTIONS 4) DOG PARK 5) DOG PARK PLAY ELEMENTS AND SHADE TREES*	ACTIVE REC. AREA 4 (+/- 1.00 AC)	1) ATHLETIC PLAY LAWN WITH NATIVE FLOWERING TREES AND SHRUBS 2) PERGOLA/SHADE STRUCTURE 3) 300 SF HARDSCAPE PLAZA WITH BENCHES/SEATING OPTIONS 4) TOT LOT/PLAYGROUND* 5) SPORT COURTS
ACTIVE REC. AREA 5 (+/- 2.15 AC)	1) DECORATIVE/ EDUCATIONAL SIGNAGE 2) NATIVE STORMWATER PLANTINGS 3) FITNESS STATIONS/EQUIPMENT 4) BENCHES/SEATING OPTIONS 5) PEDESTRIAN TRAILS TO ACTIVATE SCM* 6) OVERLOOK LOCATIONS	ACTIVE REC. AREA 6 (+/- 1.00 AC)	1) ATHLETIC PLAY LAWN WITH NATIVE FLOWERING TREES AND SHRUBS* 2) COMMUNITY GATHERING AREA 3) GREEN STORMWATER INFRASTRUCTURE 4) BENCHES/SEATING OPTIONS 5) NATIVE STORMWATER PLANTINGS 6) PEDESTRIAN TRAILS*	ACTIVE REC. AREA 7 (+/- 0.78 AC)	1) DECORATIVE/ EDUCATIONAL SIGNAGE 2) NATIVE STORMWATER PLANTINGS 3) FITNESS STATIONS/EQUIPMENT 4) BENCHES/SEATING OPTIONS 5) PEDESTRIAN TRAILS TO ACTIVATE SCM* 6) OVERLOOK LOCATIONS		

* MARKED ELEMENTS WILL BE INCLUDED ALONG WITH AT LEAST TWO OTHER ELEMENTS LISTED FOR EACH OPEN SPACE AREA. ELEMENTS MARKED WITH AN ASTERISK SHALL NOT BE REPEATING IN OTHER ACTIVE RECREATION AREAS, WITH THE EXCEPTION OF PEDESTRIAN TRAILS TO ACTIVATE SCM'S AS PART OF ACTIVE RECREATION AREAS 6-7 AND BENCHES/SEATING OPTIONS FOR ALL ACTIVE REC. AREAS.

NOTE: EACH ACTIVE OPEN SPACE AREA SHALL INCLUDE THREE (3) ELEMENTS FROM THE ABOVE LIST, AT A MINIMUM. ADDITIONAL ELEMENTS NOT LISTED ABOVE ARE ALLOWED AND SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN HOLLY SPRINGS UDO SECTION 4.5 ACTIVE RECREATIONAL AREAS. ADDITIONAL PROGRAM ELEMENTS SHALL NOT REPLACE ANY OF THE THREE (3) COMMITTED ELEMENTS REQUIRED FOR EACH ACTIVE RECREATION AREA AS LISTED ABOVE.

SITE DATA

OWNERS	NAME	PIN	REID
	TEMPLE, WADE P TEMPLE, JOYCE A	0647313352	0075086
	TEMPLE, WADE P TEMPLE, JOYCE A	0647401596	0367153
	TEMPLAR INVESTMENTS LLC	0646399748	0367152
	TEMPLE, WADE P TEMPLE, JOYCE A	0646491644	0296060
SITE ADDRESS	6725 THRASHER RD, HOLLY SPRINGS, NC 27540		
DEVELOPER	STANLEY MARTIN HOMES		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	SR-CD		
SITE AREA	GROSS SITE AREA: 127.09 ACRES (5,536,040 SF) RIGHT OF WAY DEDICATION: 0.06 ACRES (2,630 SF) NET SITE AREA: 127.03 ACRES (5,533,410 SF)		
RIVER BASIN	CAPE FEAR RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	MOBILE HOME PARK; ACRE WITH IMPROVEMENT, NO HOUSE		
PROPOSED USES	DETACHED DWELLINGS; ACCESSORY USES		
MAX. UNITS ALLOWED PER DWELLING TYPE	DETACHED DWELLINGS: 255 DU		

SR-CD ZONING OPEN SPACE SITE DATA

GROSS SITE AREA	127.09 ACRES (5,536,040 SF)
TREE PRESERVATION AREA	REQUIRED: 25.42 ACRES (20%) PROVIDED: 31.00 ACRES
ACTIVE RECREATION AREA	REQUIRED: 6.36 ACRES (5%) PROVIDED: 7.98 ACRES
DEVELOPED OPEN SPACE	REQUIRED: 6.35 ACRES (5%) PROVIDED: 6.35 ACRES (DEDICATED AS TREE PRESERVATION)
TOTAL ON-SITE PRIVATE OPEN SPACE	REQUIRED: 38.13 ACRES (30%) PROVIDED: 38.98 ACRES (31.00 AC TREE PRESERVATION AREA, 7.98 AC ACTIVE RECREATION AREA)

LEGEND
- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- GREENWAY (10' - HS340)
- PEDESTRIAN TRAIL (5' PAVED)
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- DEVELOPED OPEN SPACE

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
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HOLLY SPRINGS, NC 27540

NORTH CAROLINA LANDSCAPE ARCHITECT SEAL 2379 SEAN VANDERSLICE — NOT VALID WITHOUT ORIGINAL SIGNATURE

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
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5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-S1
CHECKED BY	LH
DRAWN BY	SMV
SCALE	1"=200'
DATE	04. 25. 2025

SHEET

OPEN SPACE AND PRESERVATION PLAN

C2.02

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SPECIMEN TREES - TO BE PRESERVED

TYPE	SZ	TYPE	SZ	TYPE	SZ	TYPE	SZ	TYPE	SZ	TYPE	SZ	TYPE	SZ
BGM	25	M	25	O	27	O	27	PO	33	PO	30	PO	25
D-PO	39	M	26	O	33	O	30	PO	27	PO	24	PO	29
D-PO	32	M	24	O	30	O	26	PO	27	PO	25	PO	43
G	30	M	30	O	26	O	36	PO	45	PO	32	PO	30
G	26	M	29	O	31	O	30	PO	33	PO	25	PO	24
G	28	M	25	O	33	O	41	PO	31	PO	27	PO	34
G	34	M	43	O	26	O	26	PO	25	PO	27	PO	25
G	26	M	30	O	27	O	27	PO	25	PO	27	PO	27
G	24	M	29	O	29	O	32	PO	30	PO	28	PO	24
G	27	M-M	44	O	34	O	25	PO	26	PO	29	PO	39
G	32	M-PO	34	O	25	O	32	PO	27	PO	26	SY	39
G	25	M-PO	39	O	27	O	32	PO	31	PO	30	SY	32
G	30	M-PO	28	O	24	O	29	PO	43	PO	26	SY	40
G	24	M-PO	29	O	25	O	28	PO	25	PO	26	SY	33
G	30	O	24	O	26	O	28	PO	28	PO	26	SY	25
G	34	O	30	O	32	O	28	PO	39	PO	26	SY	25
G	24	O	28	O	28	O	38	PO	30	PO	26	SY	28
G	27	O	27	O	25	O	25	PO	27	PO	24	SY	29
G	32	O	28	O	42	O	29	PO	23	PO	24	SY	28
G	26	O	29	O	49	O	25	PO	37	PO	25	SY	40
G	32	O	43	O	32	P	33	PO	33	PO	24	O	25
G	24	O	28	O	48	P	30	PO	25	PO	24	O	36
H	38	O	29	O	43	P	41	PO	24	PO	26	O	26
H	30	O	26	O	37	PO	27	PO	27	PO	32	O	31
H	31	O	25	O	24	PO	30	PO	25	PO	29	O	29
O	39	PO	37	O	29	O	24	O	35				
M-PO	30	PO	27	O	34	O	26	O	28				
O	24	SY	28	M	30	O	30	O	25				
O	28	O	34	O	33	O	34	O	27				

SPECIMEN TREES - TO BE REMOVED

TYPE	SZ	TYPE	SZ	TYPE	SZ	TYPE	SZ
B	27	O	24	O	26	O	28
C	20	O	25	O	35	O	24
C	18	O	24	O	26	O	28
D-G	28	O	27	O	29	O	34
D-M	30	O	26	O	30	O	32
D-P	34	O	26	O	36	O	37
D-PO	41	O	25	O	36	O	33
D-PO	40	O	27	O	26	O	25
G	27	O	29	O	29	O	37
G	26	O	25	O	42	O	30
G	24	O	25	O	33	O	31
G	33	O	26	O	30	O	34
G	25	O	31	O	35	PO	31
G	27	O	26	P	31	PO	30
G	25	O	33	P	34	SY	30
H	30	O	25	P	29	SY	30
H	31	O	24	P	31	SY	30
M	26	O	29	P	45	SY	30
M	28	O	31	P	34	SY	25
M	35	O	29	PO	27	SY	26
M	27	O	37	PO	26	SY	52
M	26	O	27				

LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- GREENWAY (10' - HS340)
- PEDESTRIAN TRAIL (5' PAVED)
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- DEVELOPED OPEN SPACE
- TREES TO BE REMOVED

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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NORTH CAROLINA LANDSCAPE ARCHITECT SEAL 2379 KEVIN VANDERSLICE
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
2	11. 21. 2025	REV PER TOWN COMMENTS
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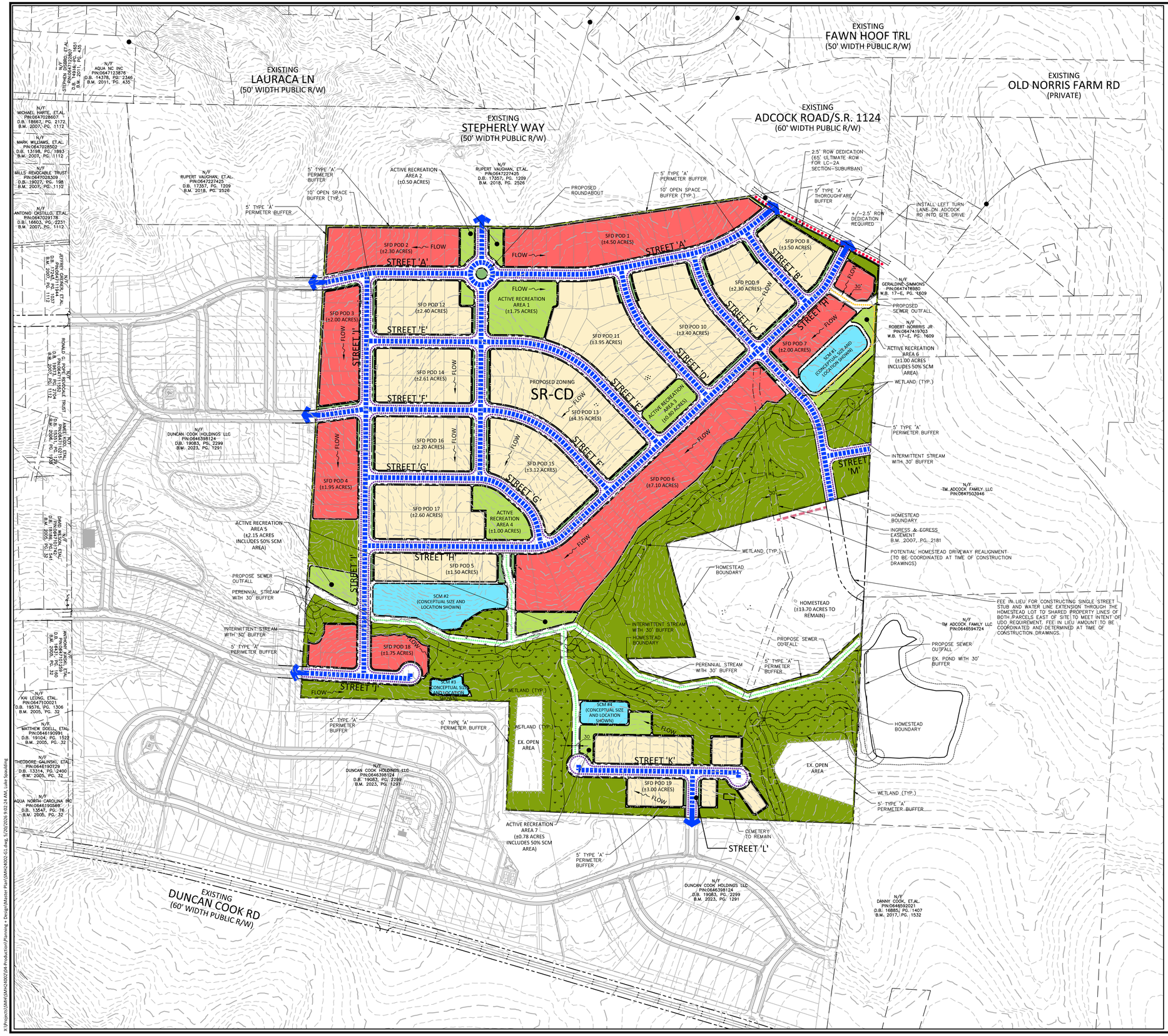
PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-S1
CHECKED BY	LH
DRAWN BY	SMV
SCALE	1"=200'
DATE	04. 25. 2025

SHEET

SPECIMEN TREE OVERLAY
C2.03

X:\Projects\SMH\SMH24002\04-Production\Planning + Design\Master Plan\SMH24002-S1.dwg, 5/20/2026 9:04:39 AM, Luke Spaulding



SITE DATA

OWNERS	NAME	PIN	REID
	TEMPLE, WADE P TEMPLE, JOYCE A	0647313352	0075086
	TEMPLE, WADE P TEMPLE, JOYCE A	0647401596	0367153
	TEMPLAR INVESTMENTS LLC	0646399748	0367152
	TEMPLE, WADE P TEMPLE, JOYCE A	0646491644	0296060
SITE ADDRESS	6725 THRASHER RD, HOLLY SPRINGS, NC 27540		
DEVELOPER	STANLEY MARTIN HOMES		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	SR-CD		
SITE AREA	GROSS SITE AREA: 127.09 ACRES (5,536,040 SF) RIGHT OF WAY DEDICATION: 0.06 ACRES (2,630 SF) NET SITE AREA: 127.03 ACRES (5,533,410 SF)		
RIVER BASIN	CAPE FEAR RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	MOBILE HOME PARK; ACRE WITH IMPROVEMENT, NO HOUSE		
PROPOSED USES	DETACHED DWELLINGS; ACCESSORY USES		
MAX. UNITS ALLOWED PER DWELLING TYPE	DETACHED DWELLINGS: 255 DU		

LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- GREENWAY (10' - HS340)
- PEDESTRIAN TRAIL (5' PAVED)
- SINGLE-FAMILY DETACHED HOMES (LESS THAN 10,000 SF)
- SINGLE-FAMILY DETACHED HOMES (10,000 SF MIN.)
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- DEVELOPED OPEN SPACE
- FLOW — GENERAL FLOW DIRECTION ESTIMATE
- FFE = +/- 280.00 — GENERAL FFE ESTIMATE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
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11710 PLAZA AMERICA DR. STE. 1100
RESTON, VA 20190-4771
JACKIE C. ELEK
PHONE: 704. 578. 3463

STANLEY MARTIN™

DAVENTRY
MASTER PLAN
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

NORTH CAROLINA LANDSCAPE ARCHITECT SEAL VANDERSLICE 10170 PRELIMINARY PLANS NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
2	11. 21. 2025	REV PER TOWN COMMENTS
3	02. 20. 2026	REV PER TOWN COMMENTS
4	03. 20. 2026	REV PER TOWN COMMENTS
5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-G1
CHECKED BY	JM
DRAWN BY	SMV
SCALE	1"=200'
DATE	04. 25. 2025

SHEET

GRADING PLAN
C3.00

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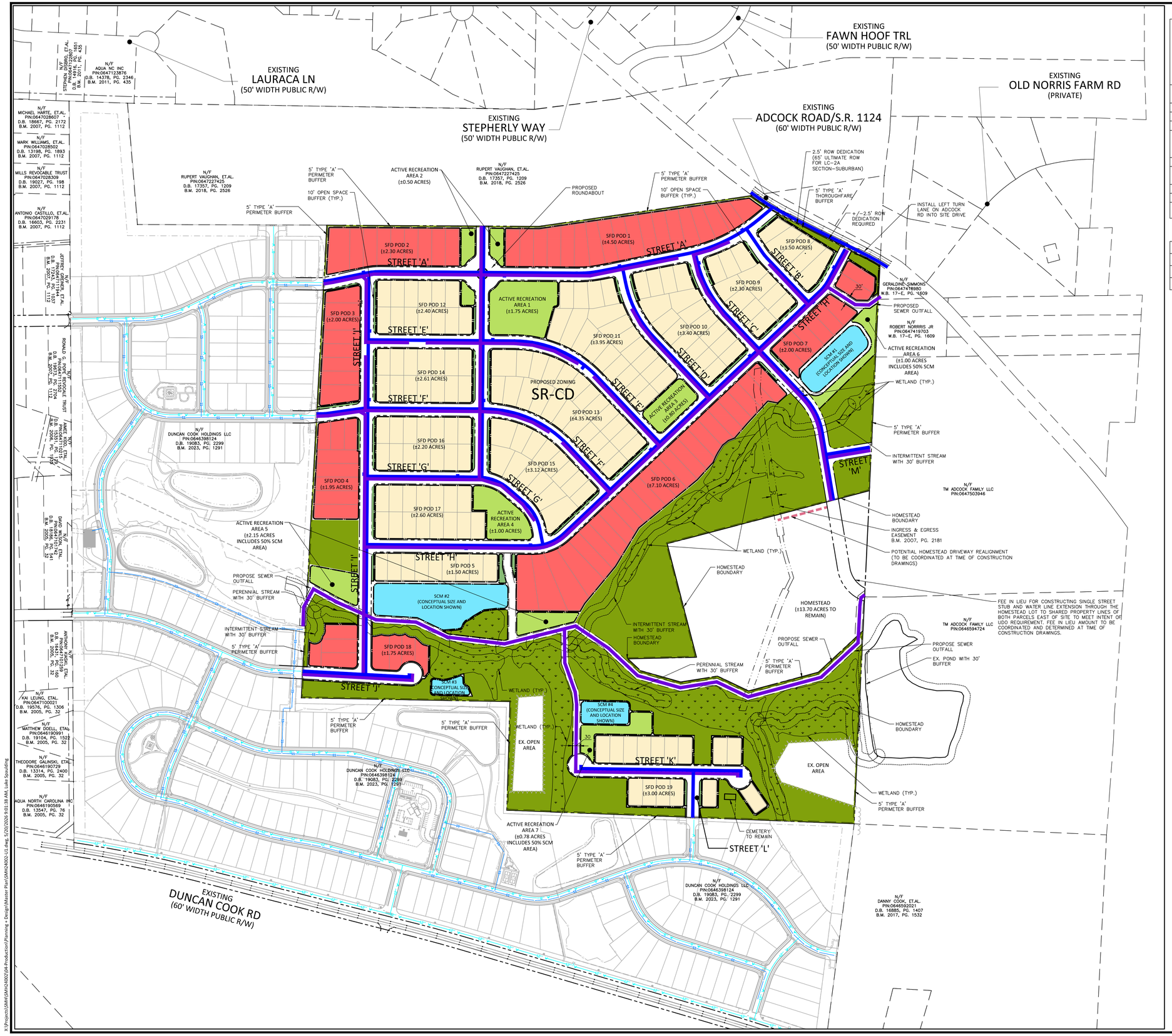

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	TEMPLE, WADE P TEMPLE, JOYCE A	0646491644	0296060
SITE ADDRESS	6725 THRASHER RD, HOLLY SPRINGS, NC 27540		
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WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	MOBILE HOME PARK; ACRE WITH IMPROVEMENT, NO HOUSE		
PROPOSED USES	DETACHED DWELLINGS; ACCESSORY USES		
MAX. UNITS ALLOWED PER DWELLING TYPE	DETACHED DWELLINGS: 255 DU		

ESTIMATED WATER DEMAND

TOTAL SF LOTS = 255 LOTS (MAX.)
DOMESTIC DEMAND = 400 GPD/LOT
DOMESTIC DEMAND = 255 LOTS X 400 GPD/LOT = 102,000 GPD
DOMESTIC DEMAND = 102,000 GPD/1440 = 70.9 GPM

LEGEND

- PROPOSED PUBLIC SANITARY SEWER LINE
- PROPOSED PUBLIC WATER LINE
- SANITARY SEWER BY OTHERS (TASSEL RIDGE)
- WATERLINE BY OTHERS (TASSEL RIDGE)
- SINGLE-FAMILY DETACHED HOMES (LESS THAN 10,000 SF)
- SINGLE-FAMILY DETACHED HOMES (10,000 SF MIN.)
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- DEVELOPED OPEN SPACE

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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STANLEY MARTIN™

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 047070 SEAN VANDERSLICE
PRELIMINARY NOT FOR CONSTRUCTION

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PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-U1
CHECKED BY	JM
DRAWN BY	SMV
SCALE	1"=200'
DATE	04. 25. 2025

SHEET

UTILITY PLAN
C4.00

DAVENTRY
MASTER PLAN
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

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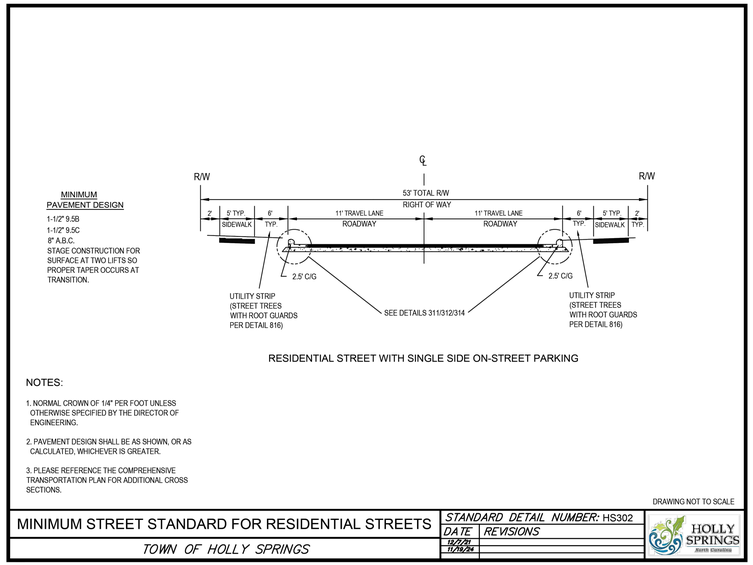
HS302 SECTION



RESIDENTIAL STREET WITH SINGLE SIDE ON-STREET PARKING

NOTES:

1. NORMAL CROWN OF 1/4" PER FOOT UNLESS OTHERWISE SPECIFIED BY THE DIRECTOR OF ENGINEERING.

2. PAVEMENT DESIGN SHALL BE AS SHOWN, OR AS CALCULATED, WHICHEVER IS GREATER.

3. PLEASE REFERENCE THE COMPREHENSIVE TRANSPORTATION PLAN FOR ADDITIONAL CROSS SECTIONS.

DRAWING NOT TO SCALE

MINIMUM STREET STANDARD FOR RESIDENTIAL STREETS	STANDARD DETAIL NUMBER: HS302
TOWN OF HOLLY SPRINGS	DATE / REVISIONS 10/25/21 11/29/24

STREET SECTIONS (PER COMP. PLAN)

ADCOCK ROAD	65' ROW (LC-2A SUBURBAN SECTION)
STREET 'A' - 'M'	53' ROW (HS302 SECTION)

TRAFFIC CALMING MEASURES

POTENTIAL TRAFFIC CALMING DEVICES (TO BE DETERMINED AT TIME OF DEVELOPMENT PLAN)	RADAR DETECTOR ROAD NECKDOWN TRAFFIC CIRCLE ROUNDABOUT*
*NOTE: ROUNDABOUT INCLUDED AT INTERSECTION OF STREET 'A' AND STREET 'J'.	

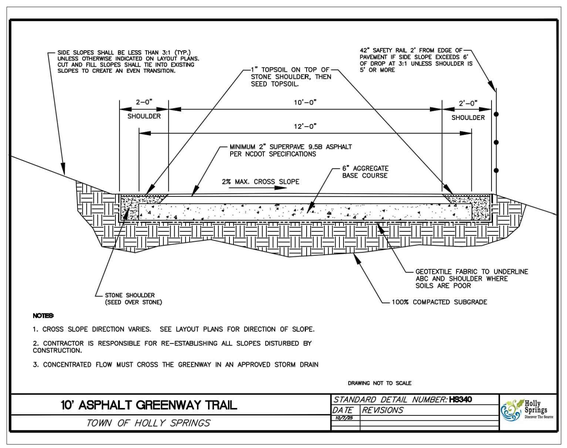
LC-2A (SUBURBAN)

HS302 SECTION

NOTE:

1. ALL STREETS AND SIDEWALKS SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AS REVIEWED AT TIME OF DEVELOPMENT PLAN.

GREENWAY (10' - HS340)



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.

3. CONCENTRATED FLOW MUST CROSS THE GREENWAY IN AN APPROVED STORM DRAIN

DRAWING NOT TO SCALE

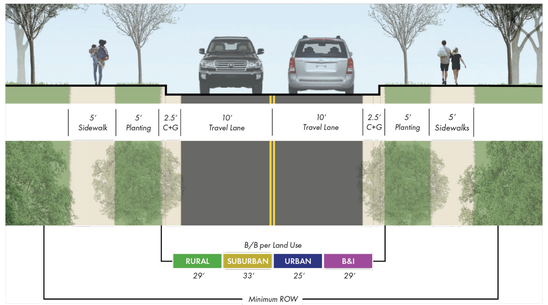
10' ASPHALT GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS340
TOWN OF HOLLY SPRINGS	DATE / REVISIONS 10/1/19

LC-2A STANDARD RESIDENTIAL STREET

LC-2A

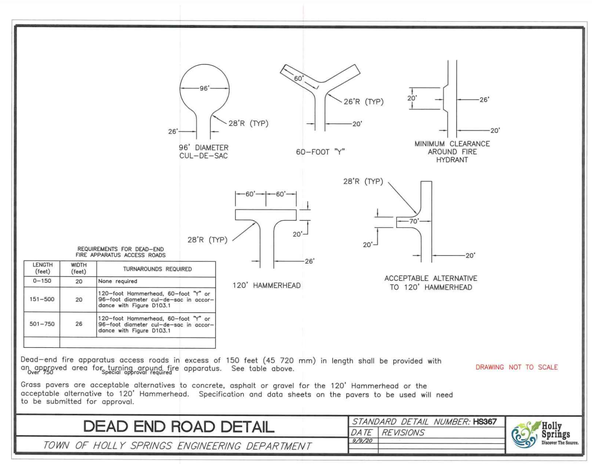
Local/Neighborhood Connector or Collector | 2 Lanes

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'	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 and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*



DRAWING NOT TO SCALE

DEAD END ROAD DETAIL	STANDARD DETAIL NUMBER: HS367
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS 8/9/22

NOTE: ANY DEAD-END STREETS OR DRIVE AISLES OVER 150' (MEASURED FROM END OF PAVEMENT DOWN THE CENTER OF THE STREET DRIVE TO THE CENTER OF THE INTERSECTION) SHALL BE PROVIDED WITH AN APPROVED TURNAROUND (SEE SHEET C8.00 FOR DETAIL).

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NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 2379 KEVIN VANDERSLICE NOT FOR CONSTRUCTION

REVISIONS

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PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-TS1
CHECKED BY	LH
DRAWN BY	SMV
SCALE	AS NOTED
DATE	04. 25. 2025

SHEET

TYPICAL SECTIONS

C8.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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EXISTING
LAURACA LN
(50' WIDTH PUBLIC R/W)

EXISTING
FAWN HOOF TRL
(50' WIDTH PUBLIC R/W)

EXISTING
STEPHERLY WAY
(50' WIDTH PUBLIC R/W)

EXISTING
ADCOCK ROAD/S.R. 1124
(60' WIDTH PUBLIC R/W)

EXISTING
OLD NORRIS FARM RD
(PRIVATE)

EXISTING
DUNCAN COOK RD
(60' WIDTH PUBLIC R/W)

PROPOSED ZONING
SR-CD

STREET 'A'
STREET 'B'
STREET 'C'
STREET 'D'
STREET 'E'
STREET 'F'
STREET 'G'
STREET 'H'
STREET 'I'
STREET 'J'
STREET 'K'
STREET 'L'
STREET 'M'

PROPOSED ROUNDABOUT

2.5' ROW DEDICATION (65' ULTIMATE ROW FOR LC-2A SECTION-SUBURBAN)

+/-2.5' ROW DEDICATION REQUIRED

INSTALL LEFT TURN LANE ON ADCOCK RD INTO SITE DRIVE

5' TYPE 'A' PERIMETER BUFFER

10' OPEN SPACE BUFFER (TYP.)

5' TYPE 'A' THOROUGHFARE BUFFER

ACTIVE RECREATION AREA 1 (±1.75 ACRES)

ACTIVE RECREATION AREA 2 (±0.50 ACRES)

ACTIVE RECREATION AREA 4 (±1.00 ACRES)

ACTIVE RECREATION AREA 5 (±2.15 ACRES INCLUDES 50% SCM AREA)

ACTIVE RECREATION AREA 6 (±1.00 ACRES INCLUDES 50% SCM AREA)

ACTIVE RECREATION AREA 7 (±0.78 ACRES INCLUDES 50% SCM AREA)

ACTIVE RECREATION AREA 3 (±0.80 ACRES)

HOMESTEAD (±13.70 ACRES TO REMAIN)

HOMESTEAD BOUNDARY

WETLAND (TYP.)

INTERMITTENT STREAM WITH 30' BUFFER

PERENNIAL STREAM WITH 30' BUFFER

PROPOSED SEWER OUTFALL

PROPOSE SEWER OUTFALL

EX. POND WITH 30' BUFFER

EX. OPEN AREA

INGRESS & EGRESS EASEMENT B.M. 2007, PG. 2181

POTENTIAL HOMESTEAD DRIVEWAY REALIGNMENT (TO BE COORDINATED AT TIME OF CONSTRUCTION DRAWINGS)

FEE IN LIEU FOR CONSTRUCTING SINGLE STREET STUB AND WATER LINE EXTENSION THROUGH THE HOMESTEAD LOT TO SHARED PROPERTY LINES OF BOTH PARCELS EAST OF SITE TO MEET INTENT OF UDO REQUIREMENT. FEE IN LIEU AMOUNT TO BE COORDINATED AND DETERMINED AT TIME OF CONSTRUCTION DRAWINGS.

CEMETERY TO REMAIN

30'

N/F
MICHAEL HARTE, ET.AL.
PIN:0647028607
D.B. 18667, PG. 2172
B.M. 2007, PG. 1112

N/F
MARK WILLIAMS, ET.AL.
PIN:0647028502
D.B. 13198, PG. 1893
B.M. 2007, PG. 1112

N/F
MILLS REVOCABLE TRUST
PIN:0647028309
D.B. 19027, PG. 198
B.M. 2007, PG. 1112

N/F
ANTONIO CASTILLO, ET.AL.
PIN:0647029178
D.B. 16603, PG. 2231
B.M. 2007, PG. 1112

N/F
STEPHEN OSBORN, ET.AL.
PIN:0647122905
D.B. 14916, PG. 1651
B.M. 2011, PG. 435

N/F
AQUA NC INC.
PIN:0647123876
D.B. 14378, PG. 2346
B.M. 2011, PG. 435

N/F
RUPERT VAUGHAN, ET.AL.
PIN:0647227425
D.B. 17357, PG. 1209
B.M. 2018, PG. 2526

N/F
RONALD PAUL PENCE REVOCABLE TRUST
PIN:0647111952
D.B. 19704, PG. 1172
B.M. 2007, PG. 1112

N/F
DUNCAN COOK HOLDINGS LLC
PIN:0646398124
D.B. 19083, PG. 2299
B.M. 2023, PG. 1291

N/F
AMEE MODI, ET.AL.
PIN:0647115051
D.B. 15351, PG. 1
B.M. 2006, PG. 1959

N/F
DAVID MATTHEW, ET.AL.
PIN:0647110786
D.B. 18186, PG. 341
B.M. 2005, PG. 32

N/F
KAI LEUNG, ETAL.
PIN:0647100021
D.B. 19576, PG. 1306
B.M. 2005, PG. 32

N/F
MATTHEW DOELL, ETAL.
PIN:0646190991
D.B. 19104, PG. 1522
B.M. 2005, PG. 32

N/F
THEODORE GALINSKI, ETAL.
PIN:0646190729
D.B. 13314, PG. 2400
B.M. 2005, PG. 32

N/F
AQUA NORTH CAROLINA INC.
PIN:0646190569
D.B. 13547, PG. 76
B.M. 2005, PG. 32

N/F
GERALDINE SIMMONS
PIN:0647478980
W.B. 17-E, PG. 1609

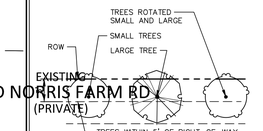
N/F
ROBERT NORRRIS JR
PIN:0647419703
W.B. 17-E, PG. 1609

N/F
TM ADCOCK FAMILY LLC
PIN:0647503946

N/F
TM ADCOCK FAMILY LLC
PIN:0646594724

N/F
DANNY COOK, ET.AL.
PIN:0646592021
D.B. 16885, PG. 1407
B.M. 2017, PG. 1532

THOROUGHFARE STREET TREE DETAIL



THOROUGHFARES
NOT TO SCALE

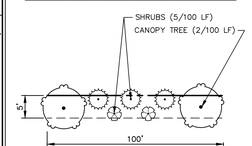
5.3.5 STREET TREES

THOROUGHFARES
SHALL BE REQUIRED TO INSTALL DECIDUOUS TREES AS SPECIFIED BY THE APPROVED STREET TREE LIST OF UDO SECTION 5.3.4.E, 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.

MIN. SIZE AT PLANTING: 2.5" CALIPER
MIN. SPACING: 40' FROM CENTER OF TRUNK
MAX. SPACING: 60' FROM CENTER OF TRUNK

LOCATION: TREES SHALL BE LOCATED WITHIN 5' FROM THE RIGHT-OF-WAY LINE ON THE PRIVATE PROPERTY SIDE.

TYPE 'A' BUFFER DETAILS



5' TYPE 'A' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

TYPE 'A' BUFFER
OPEN LANDSCAPING CREATES A PLEASANT VISUAL EXPERIENCE BUT PROVIDES A MINIMAL VISUAL OR SOUND BARRIER AND IS THEREFORE INTENDED FOR USE ON LOTS WHERE THE DISTRICT OF THE ABUTTING LOTS INCLUDES PERMITTED USES WITH SIMILAR INTENSITIES, LIGHTS, SOUNDS AND REGULAR OPERATIONS AND WOULD HAVE MINIMAL, IF ANY, NEGATIVE IMPACT ON ADJACENT PROPERTIES. TYPE A LANDSCAPING REQUIRES A MAJORITY OF THE PLANTS TO BE OF A LARGE DECIDUOUS TREE VARIETY WITH ABILITY TO ADD COLOR, INTEREST OR HEAVIER VISUAL SCREENING, IF DESIRED.

OPACITY: 0%
DECIDUOUS TREES/FT: 2/100
PERCENT EVERGREEN: 0%
SHRUBS/FT: 5/100
HEIGHT OF BUFFER: 0'
WIDTH OF BUFFER: 5' (SEE PLANS)

LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- GREENWAY (10' - HS340)
- PEDESTRIAN TRAIL (5' PAVED)
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- DEVELOPED OPEN SPACE

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

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PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-LS1
CHECKED BY	LH
DRAWN BY	SMV
SCALE	1"=200'
DATE	04. 25. 2025

SHEET

LANDSCAPE PLAN
L5.00

X:\Projects\SMH\SMH24002\04-Production\Planning + Design\Master Plan\SMH24002-LS1.dwg, 5/20/2026 9:03:03 AM, Luke Spaulding

SR-CD ZONING OPEN SPACE SITE DATA

GROSS SITE AREA	127.09 ACRES (5,536,040 SF)
TREE PRESERVATION AREA	REQUIRED: 25.42 ACRES (20%) PROVIDED: 31.00 ACRES
ACTIVE RECREATION AREA	REQUIRED: 6.36 ACRES (5%) PROVIDED: 7.98 ACRES
DEVELOPED OPEN SPACE	REQUIRED: 6.35 ACRES (5%) PROVIDED: 6.35 ACRES (DEDICATED AS TREE PRESERVATION)
TOTAL ON-SITE PRIVATE OPEN SPACE	REQUIRED: 38.13 ACRES (30%) PROVIDED: 38.98 ACRES (31.00 AC TREE PRESERVATION AREA, 7.98 AC ACTIVE RECREATION AREA)

OPEN SPACE

» Open spaces shall include an amenity center, a tot lot, a dog park, shaded seating areas, and trails. These spaces shall be dispersed throughout the site as shown on the open space plan on sheet C.2.02. Additional amenities will be dispersed throughout the site and shall be determined at time of site plan.

The uses listed in the permitted use table shall be the only uses permitted as part of this development.

Use	
Detached Dwelling (with Front Loaded Garage)	P
Family Care Home	P
Solar Energy Systems-Small	A
Accessory Dwelling Unit	A
P = Permitted, X= Not Permitted, A= Accessory Use, PS= Permitted with additional standards per the UDO	

***Primary dwelling units shall equipped with a 240-volt EV charging outlet.**

**** HOA covenants shall not restrict accessory dwelling units.**

DEVELOPMENT STANDARDS (SR-CD)

The following standards shall apply to all proposed buildings within the development. Building and Site Design shall be in accordance with UDO Sections 3,4,and 5, except as modified in this section:

Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Maximum Gross Residential Density Allowed	3 units/acre	2.06 units/acre
Minimum Lot Area		
Minimum Lot Area Allowed	15,000 sf	7,500 sf, averaging 10,000sf across the entire site.
Open Space and Gathering Area		
Overall Minimum Open Space Required (Entire Site)	30%	30%
Building Setbacks - Detached Dwellings (ft)		
Front	Min: 20′	Min: 20′
Side	10′	5′
Side Corner	20′	20′
Rear	25′	25′
Buffers		
RR Buffer	5′ Type A	5′ Type A
Thoroughfare Buffer	5′ Type A	5′ Type A
Building Height		
All Primary Structures (maximum)	35′	35′
Accessory Structures (maximum)	25′	25′
All other applicable development standards not listed here shall follow UDO standards and requirements.		

The following standards shall apply to all proposed residential buildings within the development. Building and Site Design shall be in accordance with UDO Section 8, except as modified/enhanced in this section:

RESIDENTIAL FACADE STANDARDS

» Type 1 materials shall constitute a minimum of 35% of the building facade.
» Type 2 materials shall be allowed per UDO standards.
» Type 3 Materials shall constitute a maximum of 10% of the facade.
» Primary Facades shall consist of the front, street-facing facade.
» The primary facades shall include a masonry watertable along the entire front of the building.
» Different brick and/or stone colors, textures and finishes shall be used to create different architectural looks.
» In order to promote variation in home appearance, no single-family home shall be constructed with an exterior elevation and/or color palette that is identical to the home on either side or across the street from it, to ensure a visually appealing and diverse development.
» Roof overhangs shall be a minimum of 12" in depth on all single-family detached dwellings.
» All primary dwelling units shall be equipped with a 240-volt EV charging outlet.
» Front facing garages shall have carriage style decorative accents to create enhance curb appeal and community character.

PARKING

The following shall apply to all proposed buildings within the development:

- Parking calculations shall meet UDO requirements.

WATER RESOURCE MANAGEMENT POLICY ALLOCATION ELEMENTS

1. PUBLIC INFRASTRUCTURE IMPROVEMENTS - OPTION A
   - VEGETATED WETLAND IN LIEU OF WET PONDS
2. SUSTAINABLE DESIGN
   - EARN NATIONAL GREEN BUILDING STANDARDS CERTIFICATION OR EQUIVALENT AS DETERMINED BY DIRECTOR
3. OPEN SPACE/TREE PRESERVATION
   - PRESERVATION OF AT LEAST 10% OF SPECIMEN TREES ON SITE

McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPELS: 10194440

www.mcadamsco.com

CLIENT

STANLEY MARTIN COMPANIES LLC
11710 PLAZA AMERICA DR. STE. 1100
RESTON, VA 20190-4771
JACKIE C. ELEK
PHONE: 704. 578. 3463

STANLEY MARTIN™

DAVENTRY
MASTER PLAN
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 2379 DEREK VANDERSLICE
PRELIMINARY FOR REVIEW PURPOSES ONLY NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
2	11. 21. 2025	REV PER TOWN COMMENTS
3	02. 20. 2026	REV PER TOWN COMMENTS
4	03. 20. 2026	REV PER TOWN COMMENTS
5	04. 24. 2026	REV PER TOWN COMMENTS
6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-D1
CHECKED BY	LH
DRAWN BY	SMV
SCALE	N/A
DATE	04. 25. 2025

SHEET

DEVELOPMENT STANDARDS
C8.01

X:\Projects\SMH\SMH24002\04-Production\Planning + Design\Master Plan\SMH24002-D1.dwg, 5/22/2026 8:26:12 AM, John Martin

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

Sample Elevations

Elevations are illustrative and conceptual only.









McADAMS

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JACKIE C. ELEK
PHONE: 704. 578. 3463

STANLEY MARTIN™

DAVENTRY
MASTER PLAN
6725 THRASHER RD
HOLLY SPRINGS, NC 27540

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 2379 BRIAN VANDERSLICE

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	
1	06. 06. 2025	REV PER TOWN COMMENTS
2	11. 21. 2025	REV PER TOWN COMMENTS
3	02. 20. 2026	REV PER TOWN COMMENTS
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6	05. 22. 2026	REV PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SMH-24002
FILENAME	SMH24002-D1
CHECKED BY	LH
DRAWN BY	SMV
SCALE	N/A
DATE	04. 25. 2025

SHEET

DEVELOPMENT STANDARDS

C8.02

X:\Projects\SMH\SMH24002\04-Production\Planning + Design\Master Plan\SMH24002-D1.dwg, 5/20/2026 8:57:58 AM, Luke Spaulding

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

PREPARED BY AND AFTER RECORDING RETURN TO:

JASON BARRON
MORNINGSTAR LAW GROUP
434 FAYETTEVILLE STREET, SUITE 2200
RALEIGH, NC 27601

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

STANLEY MARTIN HOMES, 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 **STANLEY MARTIN HOMES, LLC**, a Delaware limited liability company, hereafter referred to as the "Developer." The Town and Developer are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Developer, or its affiliate, is the contract purchaser of that certain tract of land located in Wake County, North Carolina with an approximate total acreage of approximately 127.09 acres and further identified as PINs 0647313352, 0647401596, 0646399748, 0646491644 (the "Property" or the "Site") owned by Wade P. Temple, Joyce A. Temple, and Templar Investments LLC, (the "Landowner") and as more specifically described on **Exhibit A** attached hereto and incorporated herein, which Developer, or its affiliate, intends to develop; and,

WHEREAS, Developer has applied to the Town Council to rezone the a portion of the Property to **SR-CD** (the "Rezoning"), to facilitate the Property's uses to be consistent with the Town's comprehensive plan (the "Comprehensive Plan") by permitting the development of residential and commercial uses; 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 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, 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, and Developer consents to abide by this policy; 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 _____ 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 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. 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 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 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, utility 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 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: The Road Improvements (as defined herein), sidewalk improvements, Sewer Improvements (as defined herein), the Greenway Improvements (as defined herein), 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 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 **ten** (10) 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, if not already annexed, (3) the approval of the Rezoning and this Agreement by the Town Council, and (4) 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. REZONING: While the Project's proposed rezoning to **SR-CD** 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. Developer wishes to accelerate the Town's approval through the covenants herein and has committed to working with the Town on sewer improvements to support the Development as described in Section 5 below.

Following approval of the Rezoning, the Development Plan may 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. Developer understands that and agrees that no Development Plan for development of the Property may be approved by the Town until such time as there is sufficient sewer capacity to support the Development.

4. PHASING: It is anticipated that the Project may be constructed in multiple phases as determined at the time of the development plan. Phasing of the Project and associated development levels may be administratively approved by Town staff as development plans are submitted and traffic studies updated.

5. DEVELOPER OBLIGATIONS:

a. *Road Improvements*.

i. Developer shall, at its sole cost and expense, design and construct the following roadway improvements (the "**Road Improvements**"):

1. Piney Grove-Wilbon Road at Rouse Road

a. Construct an eastbound right-turn lane on Rouse Road to provide 225 feet of full-width storage and appropriate taper.

2. Piney Grove-Wilbon Road at Wilbon Road

a. Construct an exclusive southbound left-turn lane on Piney Grove-Wilbon Road to provide 300 feet of full-width storage and appropriate taper.

b. Extend the existing westbound right-turn lane to provide 375 feet of full-width storage.

c. Ensure a protected-only phase is provided for the southbound left-turn lane with corresponding right-turn overlap for the westbound approach.

3. Piney Grove-Wilbon Road at Adcock Road

a. Install a traffic signal.

b. Construct an exclusive southbound right-turn lane on Piney Grove-Wilbon Road to provide 150 feet of full-width storage and appropriate taper.

c. Construct an exclusive northbound left-turn lane on Piney Grove-Wilbon Road to provide 125 feet of full-width storage and appropriate taper.

d. Construct an exclusive eastbound right-turn lane on Adcock Road to provide 100 feet of full-width storage and appropriate taper.

4. Piney Grove-Wilbon Road at Duncan Cook Road

    a. Coordinate the future traffic signal with the recommended signal at Adcock Road.

5. Piney Grove-Wilbon Road at Phelps West Road

    a. Construct an exclusive westbound right-turn lane on Phelps West Road to provide 200 feet of fullwidth storage and appropriate taper.

6. Adcock Road at Proposed Western Full Movement Site Driveway

    a. Provide one ingress and one egress lane on the south leg of the Proposed Western Full Movement Site Driveway.

7. Adcock Road at Proposed Eastern Full Movement Site Driveway

    a. Provide one ingress and one egress lane on the south leg of the Proposed Eastern Full Movement Site Driveway.

8. Frontage Widening along Adcock Road:

    a. Frontage widening is required to meet the Town's Comprehensive Transportation Plan (CTP) LC-2A cross-section.

ii. Road Improvements shall comply with the approved Transportation Mitigation Agreement ("TMA") attached hereto as **Exhibit B** and incorporated herein.

iii. All costs and expenses incurred by Developer for the design and construction of the Road Improvements shall be credited by the Town as an offset against any SDFs, or any other including any development, utility, road, open space, traffic, parks and recreation, or other similar fees charged to Developer by the Town.

iv. Developer shall use commercially reasonable means to obtain all necessary easements and rights-of-way for the Road Improvements. If Developer is unable after commercially reasonable efforts to acquire necessary easements and rights-of-way, Developer shall provide the Town with written notice thereof along with a copy of all offers and counteroffers made to impacted property owners. Thereafter, the Town may institute condemnation proceedings to acquire the rights of way and/or easements for the Road Improvements and shall acquire and furnish all necessary easements. All costs of any condemnation proceedings, including title work, filing fees, deposits or settlements, and attorneys' fees shall be paid by Developer. In the event the Town elects not to exercise its power of condemnation to obtain the necessary easements or rights-of-way, then Developer shall be relieved of the requirement to construct the Road Improvements.

b. *Improvement Disapproval*. The Town acknowledges that due to the impact of the topography of the Property and the presence of streams and wetlands, Developer may not able to make the Road Improvements due to restrictions imposed by any governmental entity having jurisdiction over the Property, including, but not limited to, the United States Army Corps of Engineers. If any improvements contemplated herein are disapproved or restricted by such governmental entity and are therefore unable to be constructed in whole or in part, the Town hereby releases Developer for any obligation to construct such improvements.

6. TOWN OBLIGATIONS:

a. *Water and Sewer Allocation*. The parties hereby acknowledge the Development to be a Priority Level 1 development (as the same is defined in the WRMP) because the Developer has committed to the following water and sewer allocation elements in the Project to satisfy the criteria of Section 3.5 of the WRMP:

i. Public Infrastructure Improvements.
1. Vegetated wetlands in lieu of wet ponds

ii. Sustainable Design
1. Earn National Green Building Standards Certifications

iii. Open Space / Tree Preservation
1. Preservation of at least 10% of Specimen Trees on site.

The parties further acknowledge that the allocation assignment for the Project is single family residential and that the allocation requested and provided for herein is as follows: 255 single family detached units for a total of 66,725 gpd.

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

8. 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.

9. REQUIRED PERMITS: 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 for the Sewer Improvements, the Road Improvements and the Greenway Improvements (the "Permits"). All costs and expenses incurred by Developer related to the Permits shall be credited by the Town as an offset against any SDFs charged to Developer by the Town. The 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 Developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions or the Town's obligation to provide aid.

10. PARKS AND RECREATION LAND DEDICATION: The Parties acknowledge that the Town's UDO requires 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 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 dedication of any land for an amenity area, along with all costs for its improvements, including enhancing the visual connection from the Greenway Improvements, will be

credited at fair market value for such land by the Town as a setoff against any parks and recreation fees (the "PRFs") charged by the Town.

11. 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.

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

13. DEVELOPMENT SCHEDULE:

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

ARTICLE III
DEVELOPER'S OTHER DUTIES

1. 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. 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 as approved in the annual budget as of the date of this Agreement 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 Developer shall not have to pay any development fees approved as part of a budget subsequent to the date 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 the Rezoning, any Annexation petition, and all required Site Plans and any 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. 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. 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.

5. 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.

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

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

8. 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.

9. 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.

10. 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.

11. 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 at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

12. 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.

13. 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 DEVELOPER:

With copy to:
Morningstar Law Group
Attn: Jason Barron; Hunter Winstead
434 Fayetteville Street, Suite 2200
Raleigh, NC 27601

14. 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.

15. 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.

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

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

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

EXHIBIT A:	Property Description
EXHIBIT B:	Transportation Mitigation Agreement

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

STANLEY MARTIN HOMES, LLC,
a Delaware limited liability company

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:

LANDOWNER

_____
Wade P. Temple

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: Wade P. Temple.

Date: _____ _____
_____, Notary Public

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

Consented to by:

LANDOWNER

_____
Joyce A. Temple

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: Joyce A. Temple.

Date: _____ _____
_____, Notary Public

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

Consented to by:

LANDOWNER

TEMPLAR INVESTMENTS, LLC,
a North Carolina limited liability company

By:_____
Scott Temple, Manager

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: Scott Temple, Manager of Templar Investments LLC.

Date: _____ _____
_____, Notary Public

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

Exhibit A

Legal Description

PINS: 0647313352; 0647401596; 0646399748; 0646491644

Metes & Bounds:

BEGINNING at an existing iron stake corner with Vann Adams in the northern right of way of SR 1124 and runs thence South 04° 55' West crossing the road and along a line with Norris 477.4 feet to an existing iron stake corner with Norris and T.M. Adcock; thence along the Adcock line South 04° 45' West 2089.6 feet to an existing iron pipe corner with Mitchell in the Joyce Mitchell Sauls property; thence along the Sauls line North 85° 51' West 1555.6 feet to an iron pipe at a rock pile; thence North 03° 57' East 484.6 feet to an iron pipe; thence North 86° 29' West 934.5 feet to an iron pipe; thence along an old fence and hedge row North 05° 14' East 2116.0 feet to an existing iron pipe corner with Sauls in the line of Rupert Vaughan; thence along the Vaughan line South 87° 15' East 951.0 feet to an existing iron pipe; thence another line with Vaughan and crossing SR 1124 North 83° 30' East 1559.2 feet to an existing iron pipe corner with Vaughan in the line of Norris; thence along the Norris and Adams line South 04° 41' West 334.5 feet to the point of BEGINNING, containing 143.822 acres, according to a survey by C.W. Russum, entitle "Property of H.L. Weathers".

ID 0075086 and 0075088

See Book 630, page 532 and Book 1149, page 451, Book 245, page 310, Book 187, page 356.

A portion of the subject property is shown as Tract 1 and Tract 2 on the plat recorded in Map Book 2007, Page 2181.

EXHIBIT B

Transportation Mitigation Agreement

TECHNICAL MEMORANDUM

Date: Friday, July 18, 2025

To: Catherine Jacobs, PE, CFM
Engineering Manager
Town of Holly Springs Development Services

From: Jackie C. Elek
Director of Entitlement
Stanley Martin Homes, LLC

Subject: Daventry Residential Development (Temple Assemblage)
DRAFT Transportation Mitigation Agreement

DEVELOPMENT PLAN AND ACCESS

The proposed 157.53-acre site is located on the south side of Adcock Road, near the intersection with Thrasher Road in Holly Springs, North Carolina as shown on Figure 1 taken from the *Daventry Residential Development (Temple Assemblage) Traffic Impact Analysis, 2nd Revision* (July 2025). The property is currently zoned as Rural Residential (RR) and consists of a mobile home park with approximately 65 dwelling units. The proposed development consists of approximately 255 single family residential units. Proposed access for the site consists of two full movement driveways on Adcock Road as shown on Figure 2 from the revised TIA. The proposed site access also includes connectivity to Duncan Cook Road and Buckhorn Duncan Road via the proposed extension of Duncans Ridge Way and connectivity to the approved Hazel Ridge subdivision adjacent to the site. The proposed site is to be developed by the year 2030 and requires rezoning to Suburban Residential Conditional Zoning District (SR-CD).

MITIGATION IMPROVEMENTS

Based on the capacity analysis presented in the *Daventry Residential Development (Temple Assemblage) Traffic Impact Analysis, 2nd Revision* and coordination with the Town and NCDOT, the following roadway improvements are required to be completed **by the developer** to accommodate project traffic. It should be noted that in situations where required right-of-way or easements cannot be reasonably obtained and constructability is an issue, the Developer will coordinate with the Town and NCDOT to determine a satisfactory solution.

Piney Grove-Wilbon Road at Rouse Road

- Construct an eastbound right-turn lane on Rouse Road to provide 225 feet of full-width storage and appropriate taper.

Piney Grove-Wilbon Road at Wilbon Road

- Construct an exclusive southbound left-turn lane on Piney Grove-Wilbon Road to provide 300 feet of full-width storage and appropriate taper.
- Extend the existing westbound right-turn lane to provide 375 feet of full-width storage.

- Ensure a protected-only phase is provided for the southbound left-turn lane with corresponding right-turn overlap for the westbound approach.

Piney Grove-Wilbon Road at Adcock Road

- Install a traffic signal.
- Construct an exclusive southbound right-turn lane on Piney Grove-Wilbon Road to provide 150 feet of full-width storage and appropriate taper.
- Construct an exclusive northbound left-turn lane on Piney Grove-Wilbon Road to provide 125 feet of full-width storage and appropriate taper.
- Construct an exclusive eastbound right-turn lane on Adcock Road to provide 100 feet of full-width storage and appropriate taper.

Piney Grove-Wilbon Road at Duncan Cook Road

- Coordinate the future traffic signal with the recommended signal at Adcock Road.

Piney Grove-Wilbon Road at Phelps West Road

- Construct an exclusive westbound right-turn lane on Phelps West Road to provide 200 feet of full-width storage and appropriate taper.

Adcock Road at Proposed Western Full Movement Site Driveway

- Provide one ingress and one egress lane on the south leg of the Proposed Western Full Movement Site Driveway.

Adcock Road at Proposed Eastern Full Movement Site Driveway

- Provide one ingress and one egress lane on the south leg of the Proposed Eastern Full Movement Site Driveway.

Frontage Widening along Adcock Road:

- Frontage widening is required to meet the Town's *Comprehensive Transportation Plan* (CTP) LC-2A cross-section.

The above improvements are shown on the attached Recommended Lane Geometry figure (Figure 14) as presented in the revised TIA (July 2025).

TIMING OF IMPROVEMENTS

All improvements will be constructed prior to the issuance of the first CO.

The parties have caused this Agreement to be executed by their authorized representatives.

APPLICANT: **ADMINISTRATOR:**

_____ _____

Jackie C. Elek, Stanley Martin Homes, LLC _____, Town of Holly Springs

Attachments: Figures 1, 2, and 14 from the revised TIA (July 2025)

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Public Hearings
Title: Rezoning 25-REZ-08 2420 Avent Ferry Road and Development Agreement - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Brett Gosney, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Legislative Public Hearing.

Explanation:

- The Town has received an application for a Conditional Zoning District rezoning request to rezone 32.28 acres located at 2420 Avent Ferry Road from RR Rural Residential to SR-CD Suburban Residential Conditional Zoning District and NMX-CD Neighborhood Mixed Use Conditional Zoning District to allow for a single family subdivision and commercial area.
- The application is an Option 2 Master Plan Conditional Zoning District which allows the applicant to submit a Master Plan depicting a schematic design intended to illustrate the proposed layout of the land uses, lots, buildings, streets, open spaces, and other features of the development. If approved, this option requires the applicant to submit a future Major subdivision Plan for consideration.
- The proposed rezoning is for a 53-lot single-family subdivision and a minimum of 5,000 sf commercial building.
- A draft Development Agreement is also included, outlining commitments related to adherence with the Town's Water Resource Management policy, as well as commitments to the road improvements.

Background:

- The legislative public hearing process is prior to the Planning Board Review and Recommendation. Following the public hearing, the application will be forwarded to the Planning Board for review and recommendation.
- The Public Hearing gives the Town Council the opportunity to provide feedback on the application and the terms of the Development Agreement, with further consideration and potential action anticipated at the August 18th meeting.
- Consideration of this application will take place on the following schedule:
    - Tuesday, July 21 - Town Council Public Hearing
    - Tuesday, July 28 - Planning Board review and recommendation
    - Tuesday, August 18 - Town Councli consideration and decision

Funding Source(s):

N/A

Attachment(s):

1. 25REZ08_StaffReport
2. 25ERZ08_WCPSS_Report
3. 25REZ08_Application
4. 25REZ08_Planset
5. 25REZ08_DevelopmentAgreement_TCVersion

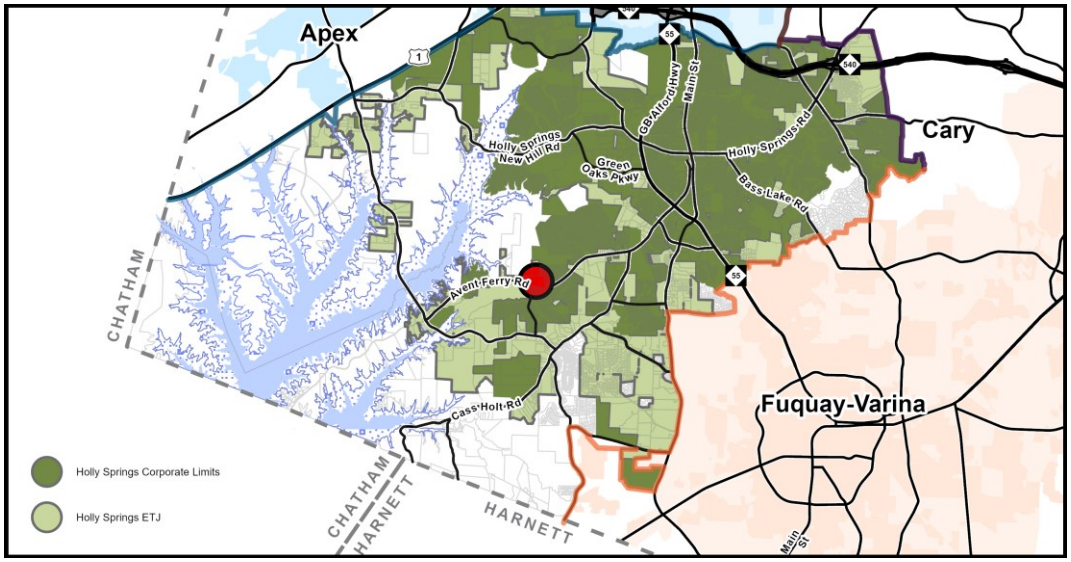
Project Type: Zoning Map Amendment (Rezoning)
Conditional Zoning District
Master Plan (Option 2)

Concurrent Applications:
☒ CPA

Applicant / Petitioner:
McAdams

Property Address: 2420 Avent Ferry Rd.

Property Area: 32.28 ac.



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

Project Summary:

A rezoning of 32.28 acres from RR Rural Residential to SR-CD Suburban Residential Conditional District and NMX-CD Neighborhood Mixed Use Conditional District location at 2420 Avent Ferry Road for a 53 unit detached subdivision with a minimum 5,000 square foot commercial center.

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.

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Case Summary	Page 2
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Community Facilities Information	Page 9
Utility & Infrastructure Information	Page 10
Natural Resources & Open Space Information	Page 11
Conditional Zoning District Information	Page 12
Decision-Making Information	Page 14

Case Summary

Current Zoning:
RR Rural Residential
☐ Conditional Zoning District

Proposed Zoning:
SR Suburban Residential
NMX Neighborhood Mixed-Use
☒ 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:
Residential Neighborhood
Conservation Neighborhood
Natural Area

Staff Analysis:

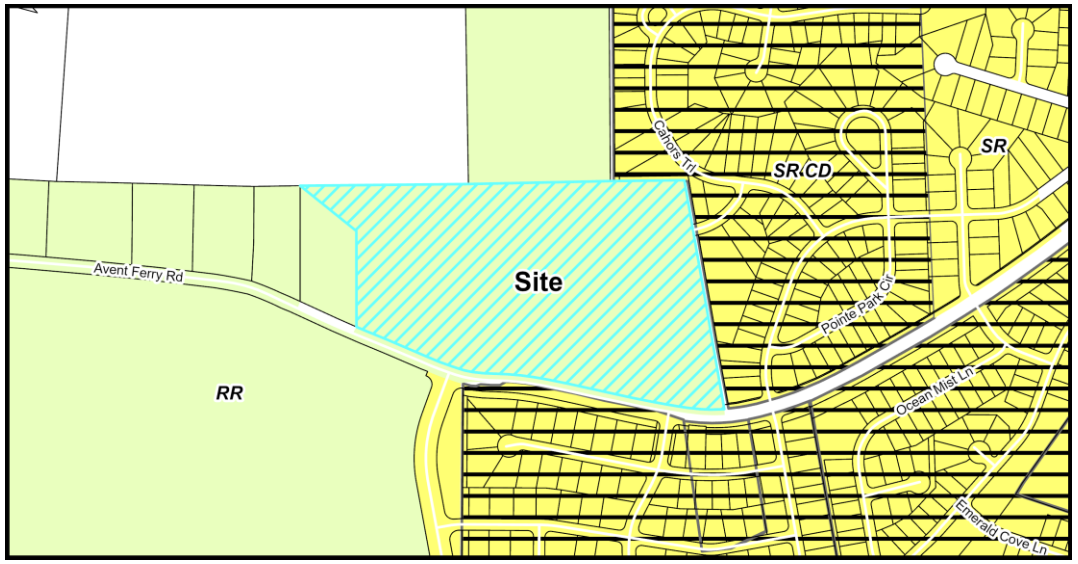
The Zoning Map Amendment is: ☐ Consistent with Adopted Plans/Ordinances ☒ Inconsistent with Adopted Plans/Ordinances

The proposed Suburban Residential Conditional District (SR-CD) & Neighborhood Mixed Use Conditional District (NMX-CD) development includes a 53 lot single family subdivision with a small commercial center along Avent Ferry Road. The single family portion of this development is consistent with the current Future Land Use designation of Residential Neighborhood and incorporates themes from the Comprehensive Plan such as variable setbacks, connections to adjacent neighborhoods, and being sensitive to existing natural resources. The applicant is, however, requesting a change to a portion of the site to Neighborhood Center to allow for the commercial piece that is intended to replace previously changed designations along the Avent Ferry Road Corridor. A crucial piece of success for this commercial area is the pedestrian crossing across Avent Ferry Road that will need to be coordinated with NCDOT. This pedestrian connection allows for the adjacent neighborhood across Avent Ferry Road to be able to easily access the commercial center without the utilization of their vehicles. Decision makers should closely evaluate the pedestrian and bicycle connectivity of the project to ensure the proposed commercial use is well placed and accessible to the community. Overall, staff finds the proposed rezoning is reasonable and in the public interest.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0638529592	RR	32.28 ac
	Total Area	**32.28 acres**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR Rural Residential	Vacant
North	RR Rural Residential	Vacant
South	SR Suburban Residential	Single Family Subdivision
East	SR Suburban Residential	Single Family Subdivision
West	RR Rural Residential	Infrastructure Use

Parcel Rezoning History

Rezoning Number: 22-REZ-01 (2022 UDO Zoning Reassignment)
Original Zoning: R-30
Approved Zoning: RR Rural Residential
Approval Date: March 1, 2022

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Enhance

Future Land Use: Residential Neighborhood
Natural Area
Conservation Neighborhood

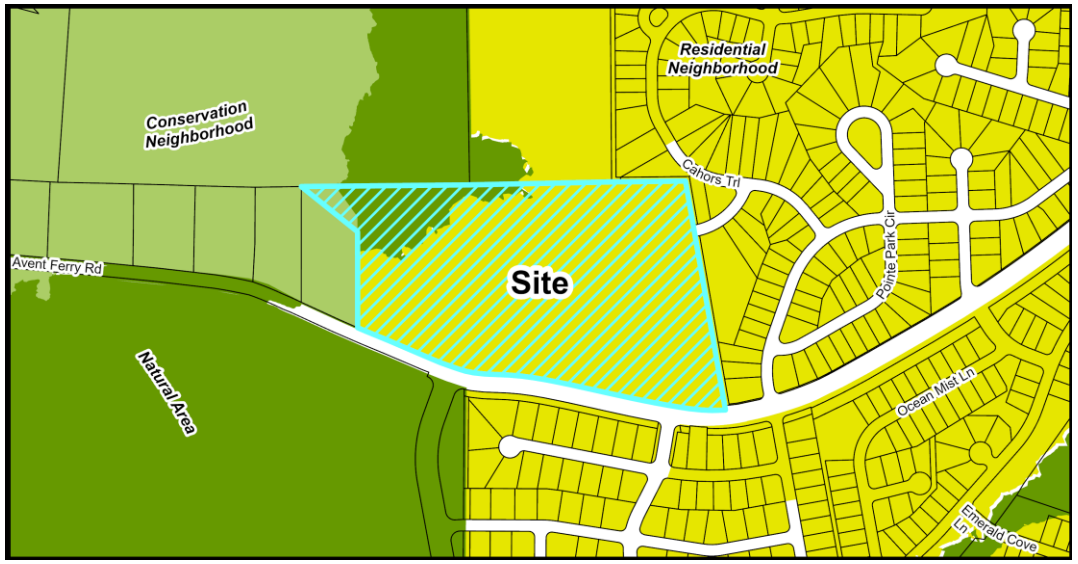
Small Area Plan: N/A

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: Residential Neighborhood
A **Residential Neighborhood** area includes one housing type – single dwelling detached – on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. Homes are oriented towards streets with rear yards larger than front yards. Some **Residential Neighborhood** areas may mix lot and house sizes on the same block, or provide accessory dwelling units. Pedestrian-scale blocks and a grid street network support a well-connected, cohesive community. New **Residential Neighborhood** areas should include a comprehensive and connected network of open space throughout the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off. Internal streets and open space in a **Residential Neighborhood** area should connect to existing or future neighborhoods nearby. **Residential Neighborhoods** are primarily residential but may include limited civic or other non-residential (non-commercial) uses.

Key Characteristics Include:

- Lot width and depth is variable, with larger lots near the edges of the neighborhood and smaller lots near the center, creating a mix of densities throughout the neighborhood.
- Front and side setbacks are variable, with larger setbacks near the edges of the neighborhood and smaller setbacks near the center.
- Front facing garages should be avoided. Where garages face the street, they should be set back significantly from the façade of the building.
- Residential building types are limited to single dwelling detached residential, including accessory dwelling units, in a variety of sizes. Single dwelling attached and multi-dwelling are not allowed.
- Development should be sensitive to existing natural resources including large tree stands and drainage-ways. Mass grading and tree clearing should be avoided whenever possible.
- 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.

Future Land Use: Conservation Neighborhood
A **Conservation Neighborhood** preserves 30% to 50% of the buildable land on a site for permanent open space – protecting environmental features, tree stands, or outstanding viewsheds – by closely clustering homes together of varying lot sizes and densities. **Conservation Neighborhood** design should respond to specific features on the site; however, goals to reallocate gross allowable densities into compact development areas that minimize infrastructure investments and maximize large, continuous areas for

Land Use & Character Information (cont.)

permanent open space are encouraged. Resident amenities in these neighborhoods should include walking trails and neighborhood gardens. **Conservation Neighborhoods** are primarily residential but may include limited civic or other non-residential (non-commercial) uses.

Key Characteristics Include:

- Lot width and depth is variable, with larger lots near the edges of the neighborhood and smaller lots near the center.
- Front and side setbacks are variable, with larger setbacks near the edges of the neighborhood and smaller setbacks near the center.
- New residential uses have off-street parking in the rear of the lot to enhance the streetscape and walkability.
- Building types are primarily residential, with some small civic buildings allowed. Different types of residential buildings are encouraged, including single dwelling detached, single dwelling attached, multi-dwelling, and accessory dwelling units.
- Development should be sensitive to existing conditions, and mass grading and tree clearing should be limited and avoided whenever possible.
- 30%-50% of land is conserved as permanent open space, which should be primarily informal in character and can include parks, greenways, walking trails and other natural areas.

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.

Key Characteristics of Natural Areas include:

- Single dwelling residential house are permitted.
- Any development should be sensitive to existing conditions. Mass grading is not permitted. Tree clearing is not permitted except on properties under forest management programs agriculture, recreation, or for a single dwelling residential home site.
- Any civic or recreational open space is informal in character.

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 in the southwest area of the Town's planning jurisdiction, directly adjacent to the existing Holly Pointe subdivision and across Avent Ferry Road from the existing Mills at Avent Ferry subdivision. The Town's Future Land Use Map, adopted in 2022, defines this area as being residential with the parcels along Avent Ferry Road designated as Residential Neighborhood. The applicant

is requesting a change to a portion of the property to Neighborhood Center to provide a small commercial area within the development to help replace previously changed properties along Avent Ferry Road.

The Residential Neighborhood designation is intended to provide one housing type of single dwelling detached on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. While this application provides only single dwelling detached homes in the residential portion, the lots are more uniform in size to help match the adjacent existing Holly Pointe subdivision lots. This helps to provide a seamless transition between the two neighborhoods and provides a uniform look to those experiencing these subdivisions along the connected streets. The Comprehensive Plan also encourages variable front and side setbacks which this development incorporates with modified standard of having a minimum 5' front setback and a maximum 20' setback. This allows for a modulation of homes along the street to create a unique element within this subdivision that has visual interest along the street frontage. Additionally, this development is sensitive to existing natural resources including large tree stands and drainage ways, with most specimen trees being preserved on the site and further open spaces being included adjacent to the drainage ways on the site.

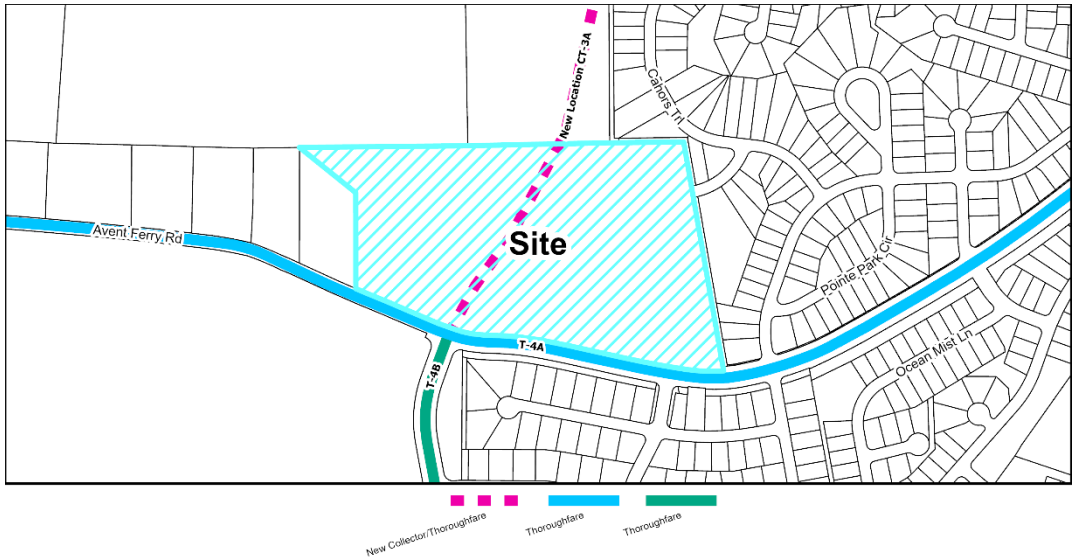
The applicant is proposing a change to the Future Land Use Map for a portion of this site to Neighborhood Center to allow for a small commercial center to help support the adjacent residential uses. The Land Use and Character Plan designates key locations around Town as future Neighborhood Centers. Neighborhood Centers provide goods and services to surrounding neighborhoods with safe and convenient pedestrian and bicycle access for nearby residents. The closest Neighborhood Center to this site is at the intersection of Cass Holt Road and Avent Ferry Road. Recent land use decisions have reduced the amount of nonresidential uses included in that Neighborhood Center and the proposed change with this application could help to replace the reduction in nonresidential land uses in the corridor. A crucial component for the success of this proposed Neighborhood Center is pedestrian and bike connections across Avent Ferry Road. The application current shows a crossing but notes it will be coordinated with and subject to North Carolina Department of Transportation (NCDOT) approval, which may not guarantee the connection can be made. Decision makers should closely evaluate the pedestrian and bicycle connectivity of the project to ensure the proposed commercial use is well placed and accessible to the community.

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 and Comprehensive Transportation Plan, road widening is required across the property frontage of Avent Ferry Road to meet ½ of the ultimate cross section. This typical frontage widening will occur along Avent Ferry Road, which is a 4-lane median divided (T-4A) cross-section.

New Location Roadways:

In accordance with the Comprehensive Transportation Plan, this project is required to extend Buckhorn Duncan Road from Avent Ferry Road to the northern property boundary, which will be a new 3-lane road (CT-3A cross-section). This extension furthers the Towns goal toward more north-south connectivity.

Vehicular stubs are required to be provided to adjacent properties per the UDO. Staff requested the applicant provide a stub to the northwest parcel. The applicant cited difficulty in providing a stub to the northwest due to topography and environmental features along the property boundary, as well as the significant loss of developable area for their site. The applicant also had preliminary conversations with the US Army Corps of Engineers, who stated they would not permit the crossing until that parcel develops.

Hotspot/Safety Study Location:

There are no Hotspot/Safety studies adjacent to this parcel.

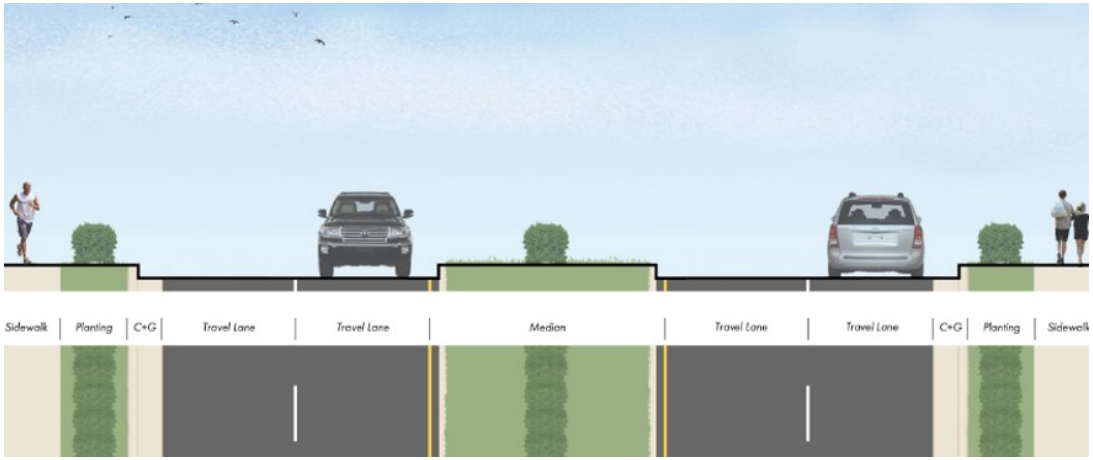
Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

☒Traffic Study Required ☐Tier 1
☐Tier 2
☒Tier 3
☐Traffic Verification Memo



Example of T-4A Thoroughfare Cross Section

Traffic Study Summary

A Traffic Impact Analysis (TIA) and associated Transportation Mitigation Agreement (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:

<u>Avent Ferry Road + Ramsours Mill Drive / Site Access #1</u>

- Widen Avent Ferry Road along the proposed development frontage to construct half of the ultimate urban thoroughfare (T-4A) cross-section for Avent Ferry Road per Town CTP. Stripe the westbound approach to provide an exclusive left-turn lane, a through lane, and a shared through-right lane.
- Construct an exclusive eastbound left-turn lane on Avent Ferry Road with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Construct Site Access #1 with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site driveway.

<u>Avent Ferry Road + Buckhorn Duncan Road / Site Access #2</u>

- Widen Avent Ferry Road along the proposed development frontage to construct half of the ultimate urban thoroughfare (T-4A) cross-section for Avent Ferry Road per Town CTP. Stripe the westbound approach to provide an exclusive left-turn lane, two (2) through lanes, and an exclusive right-turn lane.
    - Note: The exclusive westbound right-turn lane on Avent Ferry Road should be constructed with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Construct an exclusive eastbound left-turn lane on Avent Ferry Road with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Restripe the existing exclusive northbound right-turn lane to that of a shared through-right lane.

Transportation Information (cont.)

- Construct Site Access #2 as the southbound approach with one ingress lane and two egress lane, striped as an exclusive left-turn lane and a shared through-right lane.
- Provide stop control on the southbound approach of the proposed site driveway.

Transportation Staff Analysis:

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

Staff requested a stub to the northwest parcel to provide connectivity to that parcel at the time of this development. Due to topography and environmental features, and the reduction in developable area, the applicant declined in committing to construct the stub. The parcel to the northwest is a large parcel owned by Duke Energy, which could eventually be provided alternative access through the further extension of Buckhorn Duncan Road. Decision makers should consider whether the project should provide connectivity to this parcel now, or preserve the natural areas and the Duke parcel could be provided access through alternative means in the future.

The mitigation improvements within the Transportation Mitigation Agreement set forth by the Traffic Impact Analysis are consistent with the Traffic Study Policy. While a stub to the Duke parcel could be provided, staff's analysis is that overall, the project is consistent with the Comprehensive Transportation Plan.

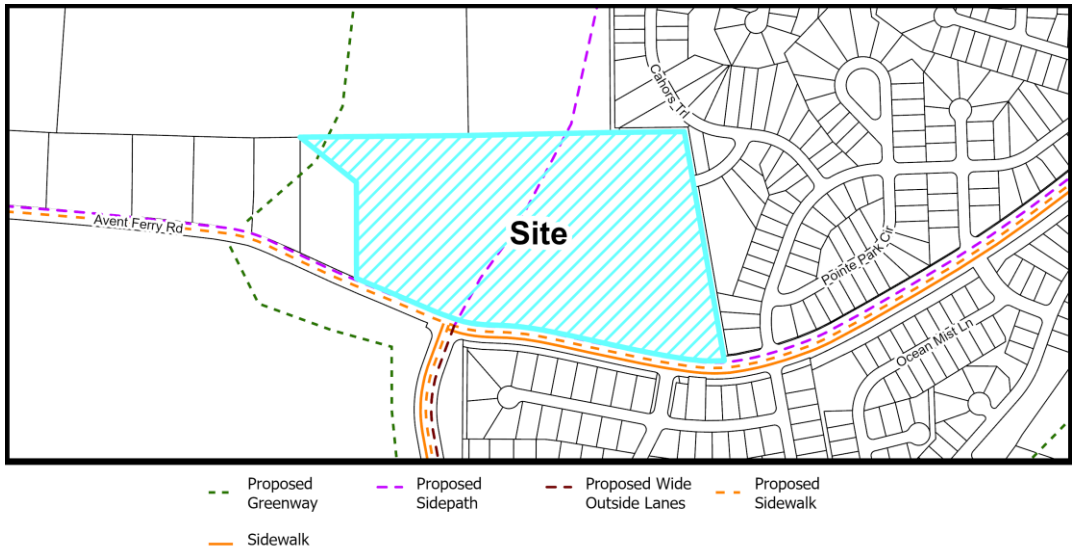
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☒ Yes

☐ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☒ Sidepath

A sidepath is required per the Future Active Transportation Map, shown along the north side of Avent Ferry Road.

Parks, Recreation, & Greenways Summary

The proposed development is within Park Search Area #6 as shown on the Parks, Recreation, & Greenways Master Plan, however, the applicant will be providing a fee-in-lieu of land dedication in line with the Unified Development Ordinance requirements. The fee-in-lieu option is preferred for this site over the dedication of land due to the natural features in the northern portion of the site that would prevent useable land adjacent to other sites being dedicated.

Parks, Recreation, & Greenways Staff Analysis:

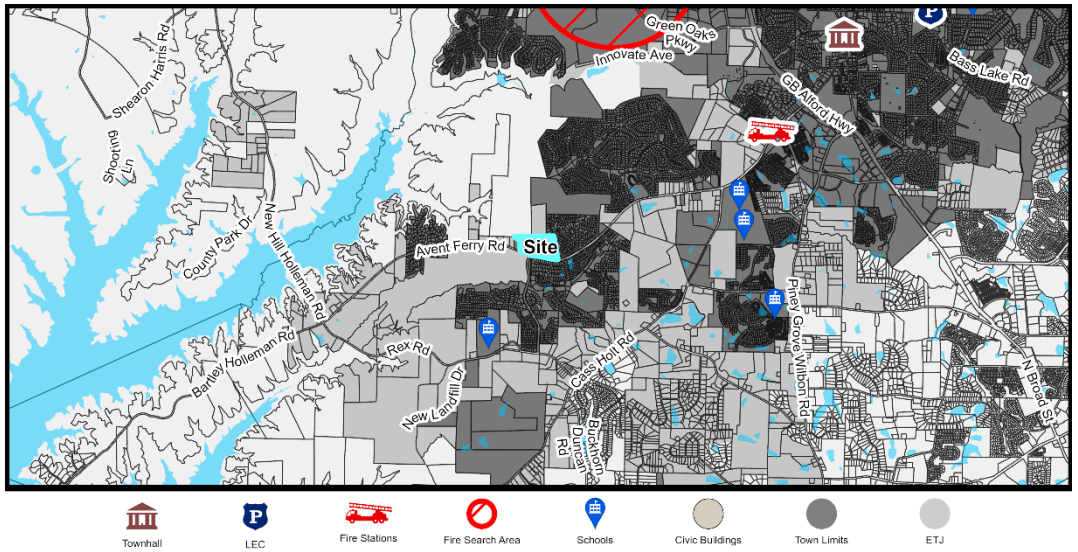
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The project proposes a 10' sidepath along Avent Ferry Road frontage and continues along the extension of Buckhorn Duncan Road through the middle of the site. The applicant is providing a fee-in-lieu for the dedication of parkland. The project is consistent with the Parks, Recreation, & Greenways Master Plan 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.



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

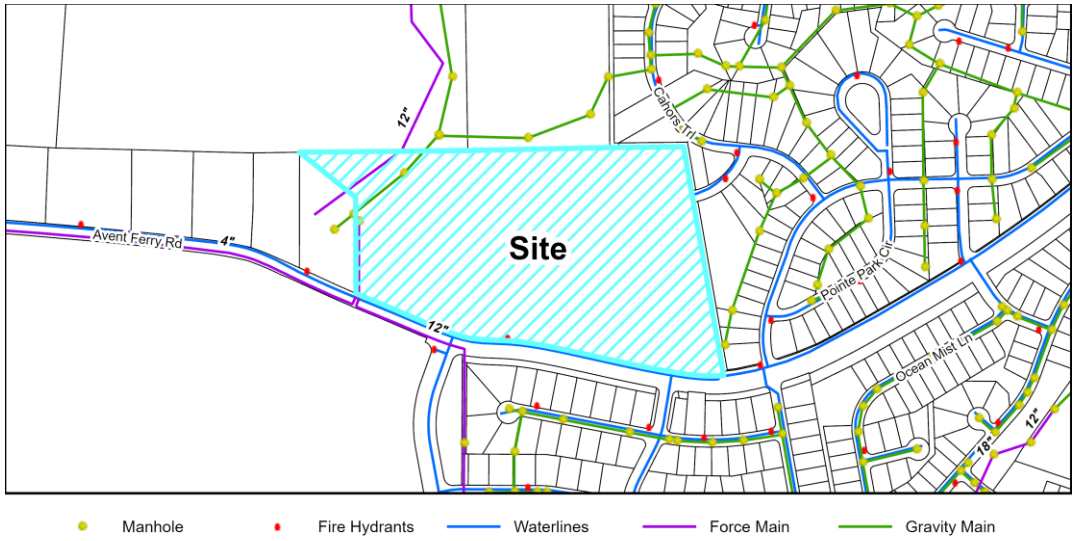
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System for their facility planning.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☒ Yes ☐ No ☐ Study Required
Sanitary Sewer	☐ Yes ☒ No ☒ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

This project has direct access to existing water mains within Avent Ferry Road. This project proposes tying to the existing water main and extending the water main into the site to serve the development. A Fire Flow Analysis will be required with the Major Subdivision Plan.

Sanitary Sewer:

This project is required to tie to and extend Town sewer facilities to serve this development and any upstream adjacent parcels. The Avent Ferry Pump Station is immediately adjacent to the west of this project. A sewer study was submitted with the rezoning and concluded the downstream infrastructure, including Avent Ferry Pump Station, are adequate to serve this development.

Reclaim:

This parcel is outside of the Reclaimed Water Service Area.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☒ WRMP Applicable	☐Tier 1	Allocation Elements	☐ Public Infrastructure Improvements
☐ WRMP Not Applicable	☒Tier 2		☒ Sustainable Design
	☐Tier 3		☐ Work Force Housing
			☒ Open Space/Tree Preservation

Water Resource Management Policy Summary
This project is subject to the Water Resource Management Policy and has provided a Utility Allocation Request to be considered by Town Council. As a Priority Level 2, this project is committed to earning National Green Building Standards Certifications (Sustainable Design) and preserving 10% of specimen trees on-site (Open Space/Tree Preservation).

Utility Allocation Summary

Priority Level: Priority Level 2
Allocation Assignment: Residential – Single Family and Non-residential
Allocation Requested: 13,770 GPD (Residential – Single Family) and 1,600 GPD (Non-residential)

Staff Determination: Sufficient allocation is remaining in the Residential – Single Family and Non-Residential assignments to support this project for the proposed build out year of 2029 (residential) and 2028 (non-residential).

Infrastructure & Utility Staff Analysis:

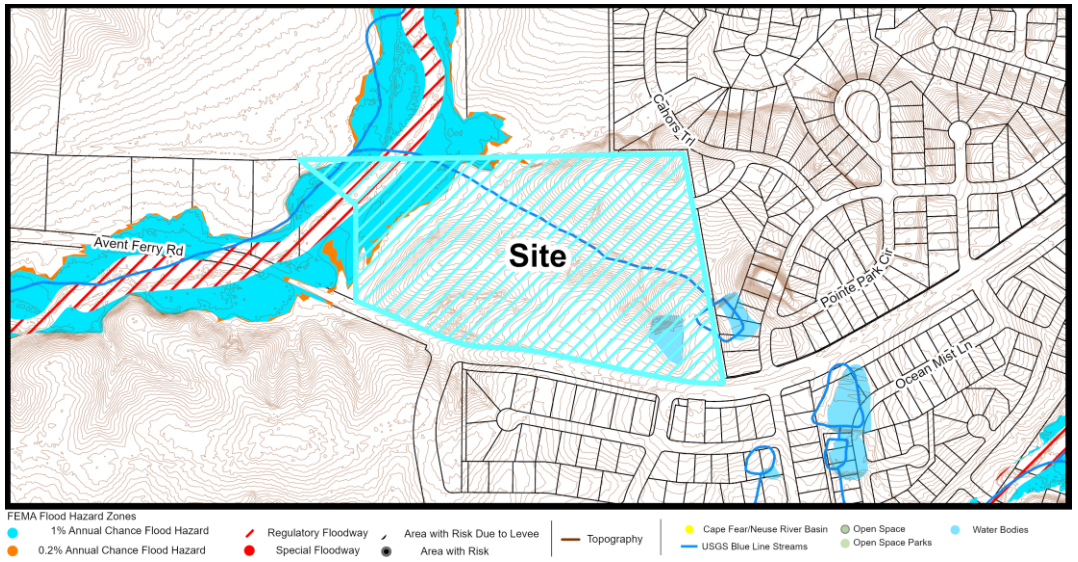
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed extensions of water and sanitary sewer are consistent with Town Standards and the Comprehensive Plan. The allocation elements selected and committed by the applicant are consistent with the Water Resource Management Policy.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**9.34 ac.**
Tree Preservation Area	20% or 6.22 ac.
Active Recreation Area	5% or 1.56 ac.
Urban Civic Space	.05% or 0.015 ac.
Flexible Space	5% or 1.56 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The applicant has proposed 6.48 acres of tree preservation throughout the site. The project includes a stream through the middle of the property and the applicant is proposing a pedestrian pathway on the western portion of the site around the Stormwater Control Measure that connects to the Active Recreation Areas. The applicant is providing a total of 1.56 acres of Active Recreation Area that will include walking areas, a tot lot, and other residential amenities.

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 is currently undeveloped with a stream along the Northern property line that meanders through the middle of the property. The applicant is proposing to preserve a most of the specimen trees on the site as well as proposing the tree preservation areas within areas that have large tree stands. Additionally, the site is providing the minimum required Active Open Space and is overall in compliance with the Unified Development Ordinance.

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 – SR District	**UDO Standard**	**Proposed Standard**
Number of Dwelling Units	93 units	53 units
Maximum Gross Density (Units/Acre)	4 u/a	1.88 u/a

Development Density – NMX District	**UDO Standard**	**Proposed Standard**
Overall Commercial	Max: 16,000 sf	Min: 5,000 sf Max: 16,000 sf

Building Height	**UDO Standard**	**Proposed Standard**
Suburban Residential District	35' Max	40' Max
Neighborhood Mixed Use District	20' Min 45' Max	0' Min 40' Max

Building Setbacks – SR District	UDO Standard	Proposed Standard
Front	20'	Min: 5' Max: 20'
Side	10'	5'
Rear	20'	20'
Thoroughfare	50'	50'

Building Setbacks – NMX District	UDO Standard	Proposed Standard
Front	Min: 5' Max: 20'	Min: 5' Max: 20'
Side	10'	5'
Rear	20'	20'
Thoroughfare	25'	25'

Buffers – SR District	UDO Standard	Proposed Standard
RR Buffer	5' Type A	10' Type B
NR Buffer	5' Type A	10' Type B
Thoroughfare Buffer	5' Type A	25' Type C

Buffers – NMX District	UDO Standard	Proposed Standard
RR Buffer	10' Type B	10' Type B
Thoroughfare Buffer	5' Type A	20' Type A / Variable

Permitted Uses (UDO Section 3):

SR District	UDO Standard	Proposed Standard
Detached Dwelling	Permitted	Permitted

NMX District: Permitted Uses will be Restricted to the Following:
Business Services
Childcare Center
Office Uses
Personal Uses
Food/Restaurant Uses
Retail Uses
Civic Building
Community Support Facility

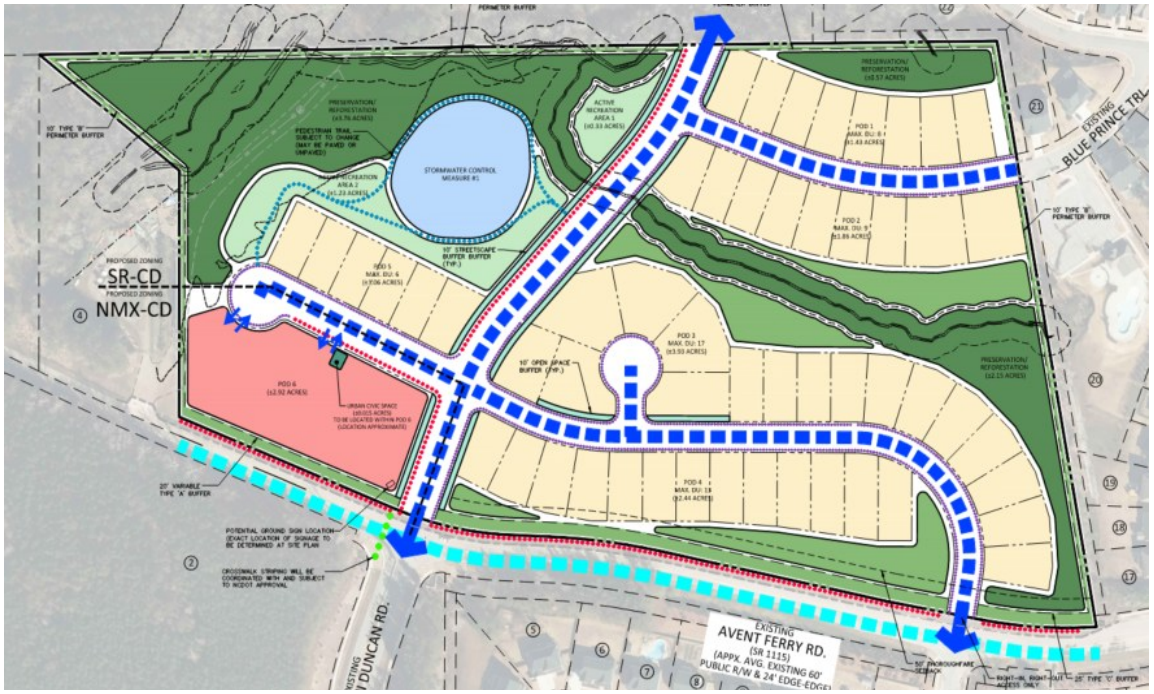
Additional Standards

Residential Façade Standards
• Type 1 Materials shall constitute a minimum of 35% of the building façade. • Type 2 Materials shall be allowed per UDO Standards. • Type 3 Materials shall constitute a maximum of 10% of the façade. • Primary Facades shall consist of the front, street facing façade. • Vinyl siding shall not be permitted. • The primary facades shall include a masonry water table along the entire front of the building. • Different brick and/or stone colors, textures and finishes shall be used to create different architectural looks.

Commercial Façade Standards

• Type 1 Materials shall constitute a minimum of 35% of the building façade.
• Type 2 Materials shall constitute a minimum of 30% of the building façade.
• Type 3 Materials shall constitute a maximum of 5% of the façade.
• Buildings shall have pitched roofs.
• The principal entrances shall be permitted to face the internal parking areas as visibility will limited on Avent Ferry Road due to the proposed buffers to better complement the surrounding development.
• Buildings shall have a minimum 24" water table.
• The following shall be permitted as design elements of the building facades:
  o Vinyl windows
  o Fabric awnings
  o Wooden shutters
• The following shall be prohibited as design elements on the building facades:
  o Prefinished aluminum storefront
  o Prefinished metal trim and copings
  o Prefinished metal canopies
  o Metal railings

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



Site Design Highlights

- 53 single family dwelling units for a total density of 1.88 u/a.
- Commercial space to support a minimum of 5,000 sf and a maximum of 16,000 sf commercial building.
- 10' wide sidepath running along Avent Ferry Road and along the internal Buckhorn Duncan Road extension.

Conditional Zoning District Standards Staff Analysis

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

The applicant is requesting minimal changes to the Development Standards with the largest changes being the variation in the front setback requirement and the increase in the buffers around the site. The change in the front setback variation allows the buildings to be placed at various distances from the street to create a unique and visual interesting streetscape. The increase in the buffers around the site allows for minimal impacts to the adjacent existing uses as well as creates buffers that are consistent with existing neighborhoods along Avent Ferry Road.

This development is also making commitments to providing a commercial space within the neighborhood that will allow for uses that support the everyday needs of a neighborhood. Along with this commitment to a commercial space, there are architectural commitments for both the residential and commercial buildings, to ensure that there are unique features that are consistent with expectations for this area. Overall, the proposed changes to the Unified Development Ordinance are minimal and provide clarity in expectations for the look and feel of the final product.

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

The proposed Suburban Residential Conditional District (SR-CD) & Neighborhood Mixed Use Conditional District (NMX-CD) development includes a 53 lot single family subdivision with a small commercial center along Avent Ferry Road. The single family portion of this development is consistent with the current Future Land Use designation of Residential Neighborhood and incorporates themes from the Comprehensive Plan such as variable setbacks, connections to adjacent neighborhoods, and being sensitive to existing natural resources. The applicant is, however, requesting a change to a portion of the site to Neighborhood Center to allow for the commercial piece that is intended to replace previously changed designations along the Avent Ferry Road Corridor. A crucial piece of success for this commercial area is the pedestrian crossing across Avent Ferry Road that will need to be coordinated with NCDOT. This pedestrian connection allows for the adjacent neighborhood across Avent Ferry Road to be able to easily access the commercial center without the utilization of their vehicles. Decision makers should closely evaluate the pedestrian and bicycle connectivity of the project to ensure the proposed commercial use is well placed and accessible to the community. Overall, staff finds the proposed rezoning is reasonable and in the public interest.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Land Use Advisory Committee Discussion
The LUAC discussed the initial concept for this project on September 3, 2024.
Planning Board Representatives: Roger Bess & Josh Prizer
Town Council Representatives: Dan Berry & Chris Deshazor
Summary of Discussion:

- Diversity of homes could be a good consideration in this area, however, density is a concern. Project should stick to single family homes for the residential portion.
- The commercial could work in this area but needs to be scaled appropriately.
- Ensure that there is a transition from the existing neighborhoods.
- Ensuring that the Comprehensive Transportation Plan road alignment to the north works for the northern property owner.
- Density and intensity need to be consistent with the plan and the surrounding neighborhoods.

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: 5/12/2025
Summary of Issues:

- Concerns regarding blasting during construction.
- Concerns regarding the amount of Tree Preservation and open space that will be included for the site.
- Concerns regarding the product type and the inclusion of Townhomes in the development.
- Interest in what will be included in the commercial portion of the site.

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 2420 Avent Ferry Road 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 7/28/2026 meeting and make a recommendation to the Town Council.

Anticipated Town Council Consideration and Decision: 8/18/2026

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 30, 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: 06/27/2025
- Name of development: 2420 Avent Ferry
- Address of rezoning: 2420 Avent Ferry Rd. (0638529592)
- Total number of proposed residential units: 53 Units
- Type(s) of residential units proposed: Detached Single Family

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:

- [X] 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:

- [X] 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

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: Laura Holloman	Company: McAdams
Mailing Address: 621 Hillsborough Street Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: holloman@mcadamsco.com
Design Professional	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Developer	
Name: Ronin Partners LLC/Drees Homes	Company: Ronin Partners LLC/Drees Homes
Mailing Address: 703 WHITE OAK POND RD	
City, State, Zip: APEX NC 27523-8507	
Telephone: -	E-Mail: 27praphul@gmail.com
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: Ronin Partners LLC	Company: Ronin Partners LLC
Mailing Address: 703 WHITE OAK POND RD	
City, State, Zip: APEX NC 27523-8507	
Telephone: -	E-Mail: 27praphul@gmail.com
Property Owner (REQUIRED)	
Name: Ronin Partners LLC	Company: Ronin Partners
Mailing Address: 703 WHITE OAK POND RD	
City, State, Zip: APEX NC 27523-8507	
Telephone: -	E-Mail: 27praphul@gmail.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	2420 Avent Ferry Road
Project Location *Use street address. If none, use closest intersection*	2420 Avent Ferry Road
	☐Within Corporate Limits ☑ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0638529592
Real Estate ID	
Project Acreage	32.3 Partial Parcel? ☐ Yes ☑ No
Current Zoning	RR
Proposed Zoning	SR/NMX-CD
Current Future Land Use Designation	Neighborhood Residential
Proposed Future Land Use Designation	Neighborhood Center
Small Area Plan Designation *(if applicable)*	n/a
Special Study Scoping Meeting Dates	February 2025
Sketch Plan Review *(pre-submittal)* Meeting Date:	05/29/2025
Neighborhood Meeting Date:	05/12/2025

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: 08/08/2025 6/26/2025

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.

SECTION 1: LAND USE & CHARACTER

See attached.

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

See attached.

SECTION 3: PARKS, RECREATION

See attached.

SECTION 4: COMMUNITY FACILITIES

See attached.

SECTION 5: INFRASTRUCTURE & UTILITIES

See attached.

SECTION 8: NATURAL RESOURCES

See attached.

STATEMENT OF REASONABLENESS

See attached.

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.

See attached.

Plan Consistency Statement

Executive Summary

Holly Springs has cornered the western Wake County market in attracting economic engines like Fuji and Amgen, bringing major economic development to a town that always has been a great place to raise a family and plant roots. With these incredible successes has come a demand for additional housing and housing types, especially for families and young professionals looking to settle down who are moving to the area. The proposed request meets this demand by adding supply in a key strategic location. This single-family detached development proposal will provide additional residential opportunities in a growing part of town, as well providing key connections to other proposed developments in the area.

The Future Land Use Map ("FLUM") designates the project site as Residential Neighborhood. The FLUM description and characteristics of Residential Neighborhood call for developments consisting of one housing type on a varied lot sizes. The proposed 2420 Avent Ferry Road Development contemplates single-family detached units on lots varying in width and overall size. Additionally, the FLUM suggests that Residential Neighborhood areas should include a comprehensive and connected network of open space throughout the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off. Internal streets and open space in a Residential Neighborhood area should connect to existing or future neighborhoods nearby. This project provides several open space and amenity areas located centrally within the development that are connected by a neighborhood scaled street and sidewalk network.

Additionally, the proposed development contemplates a small amount of neighborhood scaled commercial space on the site at the corner of the intersection of Avent Ferry Road and Buckhorn Duncan Road. Though this is not consistent with the current FLUM designation, it will provide additional neighborhood-scale commercial along Avent Ferry Road, which is still needed based on the current development and subdivision plans in review along Avent Ferry Road that were identified for mixed-use development and are intended to be solely residential developments.

In this regard, as described below and as depicted on the development plan and associated materials, the proposed development furthers the following specific recommendations of the Future Land Use Plan:

a. FLU-1 Encourage Use of the Land Use & Character Plan in Everyday Decision Making
b. SI-4 Improve the Land Use-Transportation Connection
c. SI-12 Adequate Long-Term Water and Wastewater Planning
d. CC-1 Establish a Discernible Neighborhood Structure
e. CC-3 Improve Parking Design
f. CC-8 Improve Walkability

Land Use and Character

The rezoning request and proposed development are consistent with the land use designation for the

site as shown on the Future Land Use Map. The FLUM identified this site as a Residential Neighborhood. The proposed development and rezoning will allow for single-family residential uses.

The rezoning request is consistent with the Comprehensive Plan Objectives:

1. **"Establish a series of pedestrian friendly neighborhoods that will enable the town to maintain a "small town" character as it grows and changes."**

The proposed development prioritizes pedestrian connectivity both within the site itself and to the broader Holly Springs community. Sidewalks and trails will provide key pedestrian connections within the site, as well creating natural spaces for recreating. The proposed development complements the surrounding uses and encourages connectivity to the other neighborhoods.

The site design proposes a pattern of development that locates the open spaces central to the site and well connected to the entirety of the development through the sidewalk, sidepath, and street network. Additionally, the site design is intended to not only ensure efficient and effective use of space for the proposed homes, but also aims to the preserve the natural environment as a key feature of the site. Additionally, the proposed development has located the proposed commercial area along Avent Ferry Road and Buckhorn Duncan Road to provide, viable and visible space for small businesses and neighborhood scale commercial to thrive.

1. **Accommodate a variety of housing types that includes single-family, executive housing, townhouses, condominiums, and apartments."**

The proposed rezoning will provide single-family detached units with varying lot widths and depths, in accordance with the Comprehensive Plan and UDO requirements. These homes will provide an opportunity for young families to live, work, and recreate in Holly Springs.

Residential Neighborhood

The proposed development is consistent with the Future Land Use designation for this area as Residential Neighborhood. The proposed development incorporates varying lot widths and sizes and garage setbacks. Additionally, a network of open spaces including small parks and walking trails are proposed throughout the site. The proposed street network will provide a connection to the development to the east and proposes varied block lengths, in accordance with the Comprehensive Plan. The proposed development does deviate from the FLUM designation in its contemplation of commercial space at the corner of Avent Ferry Road and Buckhorn Duncan; however, this is in keeping with the intent of the overall intent and vision of the FLUM for the Town, which has designated a place for some commercial on Avent Ferry between Rex Road and Hwy 55. Given recently approved rezonings along Avent Ferry that do not include commercial uses, this project would allow for the vision of neighborhood scale commercial space along Avent Ferry to come to fruition.

Comprehensive Transportation Plan

The rezoning request is consistent with the Comprehensive Plan Objectives. The proposed development will not only improve pedestrian accessibility with the site by designing it to include sidewalks and roadways that ensure connectedness both within the development and beyond. The

proposed project will provide the planned extension of Buckhorn Duncan Road through the site. The proposed project will also construct multi-use paths along the site's frontage on Avent Ferry Road and along the western side of the Buckhorn Duncan extension. The development will also improve the roadways along the site's frontage in accordance with the Comprehensive Transportation Plan as well as the recommendations outlined in the Traffic Impact Analysis (TIA) report.

Parks and Recreation

The proposed rezoning is located within a park search area. The development and developer are committed to working with Town staff Sidewalks, trails, and open spaces will ensure that there are a variety of recreational opportunities for residents to enjoy.

Community Facilities

This rezoning request is consistent with the following Comprehensive Plan objectives:

1. "Inform developers when proposing new subdivisions – of the need for residents' access to community facilities and the importance to plan appropriately to enable this access."

The development is designed with natural preservation, active recreation areas and flex spaces throughout the development for residents to enjoy. In addition, the developer also plans for community facilities such as police, fire, and EMS when designing development. Interior streets are required to accommodate the largest emergency response vehicle. Staff reviews the submittal to ensure that the vehicle can safety maneuver through all access points and amenity parking areas. Further, Wake County Public Schools require all proposed residential development to submit a residential notification form that outlines the number of units and the year breakdown that they will be completed.

Infrastructure and Utilities

This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Provide infrastructure to meet the needs of residents and development while protecting the environment."

The proposed development will extend public utilities to the site. The project will provide water and sewer stubs to adjacent properties as required by the UDO except where doing so would endanger an existing cemetery. In addition, it is noted that a fire flow analysis is required at Major Subdivision plan. With respect to the Town's Water Resources Management Policy, the proposed development includes key public infrastructure improvements, including the proposed greenway. Along with the preservation of existing environmentally sensitive areas, the proposed development satisfies the spirit and intent of the Policy. Given the advanced planning that has gone into the site, including thoughtful coordination with surrounding uses, the applicant submits that as a Priority Level 3 site, and is committed to providing additional active recreation space and meeting National Green Building Standards. In addition, a sewer study is being reviewed and completed as part of this rezoning request and all required mitigation recommendations from that study shall be completed with this development if approved.

Natural Resources

This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Balance development with conservation."

The Town uses several tools throughout the development process to ensure this balance has been thoughtfully approached in the protection of streams and environmental features and a newly adopted tree protection ordinance. The proposed development provides for preservation of stream and perimeter buffers along with surrounding open space that will allow residents the ability to enjoy the natural environment throughout the neighborhood. In addition, there will be tree preservation consistent with the Town's tree protection ordinance. Moreover, development of higher density in strategic locations such as this site allows for the Town to absorb growth and focus conservation efforts in similar strategic locations.

Statement of Reasonableness

The proposed rezoning and associated development are reasonable and in the public interest. The rezoning and conditions proffered as part of the rezoning align with the goals and vision for the Town, as outlined in the Comprehensive Plan and Future Land Use Map. The rezoning will allow for a residential development that is of a high quality in both design and substance, as well as being compatible with the surrounding developments.

Additionally, the conditional district rezoning requested ensures a higher quality mixed use development than the town would otherwise achieve through a by-right development of the site. The architectural finishes and cohesive design principles embodied in the proposed development are achieved only with the conditional district rezoning requested herein.

The project will provide increased housing opportunities as the Town of Holly Springs continues to grow, especially with the arrival of employment centers such as Amgen and Fujifilm. The close proximity of the development to Ting Park will help to enhance the connectivity and accessibility of the Town as a whole, by ensuring that residents have easy and safe access, via transit, car, or walk, to recreation facilities, commercial uses, and residences.

Public Benefits Statement

This proposal will provide significant public benefit to the Town of Holly Springs and its residents. The proposed development will not only improve pedestrian accessibility within the site by designing it to include a network of opens spaces, sidewalks, and trails throughout the development. The development will also improve the roadways along the site's frontage in accordance with the Comprehensive Transportation Plan as well as the recommendations outlined in the Traffic Impact Analysis (TIA) report. Additionally, the proposed project will construct the Buckhorn Duncan extension through the site

The proposed development complements the surrounding uses and encourages connectivity to the public realm and other neighborhoods. The open space and recreation areas will ensure that trees and plants are abundant in the development, improving the air quality of the community. Additionally, the connected network of open spaces will provide residents with ample opportunities for recreation and maintaining an active lifestyle.

The project will provide increased housing opportunities as the Town of Holly Springs continues to grow, especially with the arrival of employment centers such as Amgen and Fujifilm. The development will provide high-quality housing options that will appeal to families of all ages looking to within or into the Town.

Residents will have convenient and safe access to a significant recreation area, with opportunities to play and view sporting events as a community. Additionally, parkgoers will have safe access to commercial uses that are proposed as part of this development, ensuring a robust and welcoming community atmosphere.

2420 Avent Ferry Property: Design Goals Narrative

1. **The incorporation of existing natural features such as wooded areas and slopes into the design of new development as to preserve the site's natural character:**

   This project will work with the existing topography to preserve the existing natural character of the site. Tree preservation and open space provided throughout the site to enhance the development with green space and nature. There are a few streams and wetlands located on site, which will be buffered and preserve the existing vegetation and trees.

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:**

   The project will bring development and housing to a rapidly growing area of town that will encourage growth in a manner that complements the existing surrounding environment. The site is in close proximity to other in progress residential developments and will replicate that land use pattern. The proposed rezoning would allow for residential development that is more compatible with the development surrounding this property and within the vicinity of the area. The project will also provide some neighborhood scale commercial development which will help to reduce sprawl and encourage walkability in this part of town.

3. **Development of pedestrian-oriented communities and development of traditional style neighborhoods:**

   The Comprehensive Plan encourages a variety of housing types across town. Open spaces will be connected with sidewalks and paths, providing ample pedestrian access and connection throughout the development. The gathering areas and architectural standards for the site will help to create a welcoming development for folks to actively enjoy. The project will also provide some neighborhood scale commercial development which will help to reduce sprawl and encourage walkability in this part of town. Additionally, the project will construct sidepaths along Avent Ferry and Buckhorn Duncan.

4. **Development of communities that are visually and functionally connected to one another:**

   The variety of single-family home options, which are compatible with the surrounding single-family developments highlights the commitment to visual consistency and compatibility with the nearby developments. The project will be physically connected to the surrounding developments via sidewalk and multi-use paths, providing pedestrian access in and around the site.

5. **Protection of significant watershed areas in order to preserve water quality:**

   As part of the master plan process, an environmental scientist is retained by the developer to perform any needed delineations of streams and wetlands on-site. These delineations are then confirmed by the appropriate state and federal agencies through an on-site visit. Once this visit is performed, the agency will then issue an official determination letter that is valid for a period of five years (if no development of the property occurs). This letter must be submitted to Town staff to verify that all environmental features on-site have been accounted for and protected accordingly. There are a few wetlands located on the site, as well as two small areas of stream buffer. These natural features will be preserved and protected as natural resources and habitat space on the site.

6. **Creativity and imagination in the process of development:**

The proposed development will consist of single-family detached homes and a system of accessible open spaces throughout the site. The open spaces have been designed to be connected via sidewalks and sidepaths. Conservation of natural areas and the carefully planned inclusion of commercial on the corner will add to the

unique neighborhood character of this development.

7. Unique architecture or sustainable design:

Emphasized entrances, varied architectural, roof features, and materials will break up the façade and contribute to creating an apt human and pedestrian scale throughout the development. Additionally, the development is committed to meeting National Green Building Standards and will be providing significant tree preservation areas on site, preserving the natural environment that exists there today.

8. Efficient, aesthetic, and desirable use of open space:

The variety and dispersion of open spaces on site will provide users with ample access to outdoor areas for recreating, socializing, and building community. There are several parklet areas throughout the site which are connected to sidewalks and potential walking trails throughout. The significant natural area preserved to the south, provides residents with a vista for wildlife and nature. These connected parklets and open spaces located in the center of the site, create the feel of a larger park space. There will also be trails located around the SCMs which create an enhanced pedestrian experience for users and residents.

9. Variety in housing types and physical development patterns:

The project will provide a single-family detached homes, in line with the Comprehensive Plan. The Design Manual has set forth architectural and lot provisions which will help to ensure variety and visual interest throughout the development.

10. Special considerations for property with a unique history or outstanding physical features:

The subject property does not contain any existing historic structures. An environmental analysis has been performed on-site. Environmental features will be preserved as compatible with the plan. There is an existing cemetery located adjacent to the site and the development will seek to protect that space, as well as preserve area for an existing homestead located on site.

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:	05/12/2025
Meeting Time:	5:30pm
Meeting Location:	Zoom

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:

See attached.

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:

May 12, 2025

RE: Neighborhood Meeting – 2420 Avent Ferry Road

NEIGHBORHOOD MEETING SUMMARY

- The neighborhood meeting for the Daventry Rezoning was held on Monday 12, 2025 from 5:30pm-6:30pm via Zoom. Notices were sent to nearby property owners in accordance with UDO standards. Around 16 people attended the meeting in addition to the development team. The meeting chat which also served as a sign-in sheet is attached to this report.
- The meeting began at 5:30pm. Laura Holloman of McAdams provided an overview of the proposed project. After this overview, the meeting was opened up for questions. The main concerns raised during the meeting were related to traffic impacts and concerns about the site being developed at all. The following questions were asked verbally during the meeting:
    - Will there be townhomes?
        - No. Townhomes are no longer included in the proposal for this project.
    - How much of the site will be dedicated as tree save?
        - A minimum of 30% of the total site will be set aside as tree preservation.
    - What will go into the commercial area?
        - It is too early to know exactly what will be developed here, the intention is for a small-scale, specialty/international grocer.
    - Will there be native plantings?
        - Yes, native plantings will be included as part of the landscape design for the proposed development.
    - Will there be blasting as part of the construction?
        - We do not know at this time, it is too early in the process to tell.
    - Is a greenway trail being added?
        - We are working with Parks staff to plan and activate the western part of the site as part of the Park Search Area designation.
    - What is the purpose of the TIA?
        - The TIA evaluates the proposed development's traffic impacts in relation to current and projected changes in traffic patterns. These analyses also account for approved but not yet constructed projects that fall within the study area. Based on these impacts, mitigation improvements are recommended. NCDOT and the Town have to evaluate and approve the results and recommendations of these studies.
- Following the neighborhood meeting, significant changes were not made to the plan, as most of the concerns raised were addressed as questions. Other concerns were raised about developing the site at all and some desire was expressed to see the site remain as natural area in it's entirety.

Owner	Mailing Address 1	Mailing Address 2	ZIP
BARCLAY, RENE BARCLAY, CHRISTINA	421 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
WILSON, JEFFREY S WILSON, HEATHER N CRISTION	116 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
SMITH, MANDESA ADRIAN, DEREK	228 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
MCCLAIN, LOUIS D MCCLAIN, DAVID A	3220 MOAT LN	CHESAPEAKE VA 23323-2512	27540
JOHNSON, DONNY LEE JOHNSON, DEBORAH MANGUM	2520 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8940	27540
HANUMANDLA, ABHIJEETH AVULA, SAI PRAJWALA	220 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
HOLLY SPRINGS TOWN OF	TOWN ATTORNEY	PO BOX 8	27540
ADAMS MORANCIE, NAILAH SAFIYA	216 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
HOLLY POINTE LLC	3056 GRANVILLE DR	RALEIGH NC 27609-6918	27540
ROJAS, ANDRES RODRIGO ROJAS, TAMMY M	245 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433	27540
MILLER, BRIAN MILLER, MICHELLE	428 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
BOSTROM, ERIC C BOSTROM, NANCY C	108 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
BARKER, MATTHEW K BARKER, SHANNON BAKER	253 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433	27540
NEWMAN, CAROL BENEDETTO, CATHERINE	417 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
HOLLY POINTE HOMEOWNERS ASSN, INC	PO BOX 97243	RALEIGH NC 27624-7243	27540
HOLLY POINTE HOMEOWNERS ASSN, INC	PO BOX 97243	RALEIGH NC 27624-7243	27540
HOLLY POINTE HOMEOWNERS ASSN, INC	PO BOX 97243	RALEIGH NC 27624-7243	27540
RUSSELL, JERED TEER, ERIKA	220 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
DUKE ENERGY PROGRESS INC	TAX DEPT - DEC41B	550 S TRYON ST	27540
HARRIS, RYAN P HARRIS, JENNIFER B	117 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
PAVLINY, SAMUEL D PAVLINY, NATALIE L	217 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
KOWALCHUK, MARC A KOWALCHUK, KAREN FISHER	109 BLUE PRINCE TRL	HOLLY SPRINGS NC 27540-8876	27540
MCCARTHY, ANTHONY CHARLES II MCCARTHY, APRIL WARD	212 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6455	27540
NAKOSKI, PAUL M NAKOSKI, JUNE	109 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
GRAINGER, ALEC GRAINGER, JESSICA-MICHELLE	208 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6455	27540
KITT, DONIEL KITT, RAVONNIE	508 TONKS TRL	HOLLY SPRINGS NC 27540-6447	27540
MESTLER, JARED SCOTT MESTLER, AMANDA PROFFITT	209 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
MARTINEZ, JOSE A MARTINEZ, CASEY L	249 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433	27540
MURDOCK, JONATHAN MURDOCK, ANGEL	500 TONKS TRL	HOLLY SPRINGS NC 27540-6447	27540
INKS, JEFFREY SCOTT INKS, TAMITHA SCHLEY	113 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
WILLIAMS, BRAEDEN M WILLIAMS, HOLLIE S	201 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
HEFFERNAN, DAVID K JR HEFFERNAN, LALAINE L	304 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6454	27540
UPADHYAY, BHASKAR	217 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION IN	REALMANAGE LLC	8480 HONEYCUTT RD STE 241	27540
SOUKUP, JONATHAN TIM LUK, HILARY LEE	504 TONKS TRL	HOLLY SPRINGS NC 27540-6447	27540
SAYEM, MUSTAFA PARVEEN, NISHAT	229 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
PAZIENZA, FRANCESCO PAZIENZA, MICHELE	213 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
RICE, AMY T RICE, MATTHEW D	229 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
KANDPAL, MOHAN BHATT, POOJA	221 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
BARRON, BRYAN BARRON, CYNTHIA	216 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
HAVRAN, JOHN CHRISTOPHER TRUSTEE BISSELL-HAVRAN, JOANNA	413 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
BAKER, ANDREW MICHAEL	212 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
GOULDING, RUTH SIRKIN GOULDING, RYAN JAMESS	204 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6455	27540
KNAPP, RYAN V KNAPP, LAUREN	208 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
OHC LENNAR POOL III LLC	OLYMPUS HOUSING CAPITAL	9 W 57TH ST FL 10	
OHC LENNAR POOL III LLC	OLYMPUS HOUSING CAPITAL	9 W 57TH ST FL 10	
OHC LENNAR POOL III LLC	OLYMPUS HOUSING CAPITAL	9 W 57TH ST FL 10	
GARRISON, TYLER GARRISON, PAIGE	200 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
ROBERTS, JAMES ROBERTS, WINASTI	204 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
RANA, AMIT RANA, RASHMI	201 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
ODONGO, JEFFERSON KIMANI, MERCY N	232 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
REEVES, RYAN	404 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
REED, COREY L REED, ADWONNA N	2329 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8941	27540
REED, COREY L REED, ADWONNA N	2329 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8941	27540
FELDMAN, KELLY FELDMAN, JOSEPH	104 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	27540
JEPPI, VINCENT T III JEPPI, CHRISTINE M	224 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
NANDALA, SWATHI GAVVA, SHRAVAN	108 BROOK ALDER TRL	HOLLY SPRINGS NC 27540-6473	27540
GALLANT, DANIELLE GALLANT, RICHARD	100 BROOK ALDER TRL	HOLLY SPRINGS NC 27540-6473	27540
BRIELL, CHRISTOPHER M BRIELL, LAURA	100 BLUE PRINCE TRL	HOLLY SPRINGS NC 27540-8876	27540
SANDERSON, BUDDY SANDERSON, FELICIA K	212 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
WINKLER, LAURA	225 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION, I	REAL MANAGE	PO BOX 803555	27540
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION, I	REAL MANAGE	PO BOX 803555	27540
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION, I	REAL MANAGE	PO BOX 803555	27540
SARNEY, MATTHEW JAMES SARNEY, LORISSA LYNN	120 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	27540
DOTSON, SCOTT ANDERSON IV DOTSON, DEBRA MARGARET	213 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
PANAGANTI, AVINASH MURUMALLA, ELIZABETH	124 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	27540
PENUMADULA, SASIKANTH RAPOLE, NANDITHA	113 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
STROUP, MATTHEW DAVID STROUP, JENNA QUINTANILLA	100 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
WAHEED, SHAIKH WAHEED, ZAID	109 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	27540
HALL, SHENEDRA HALL, BRANDON	105 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	27540
COUTURE, SEAN E COUTURE, MICHELLE D D	117 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	27540
ABDULLAH, LEMUEL ABDUL-HALEEM JR SHEFFIELD-ABDULLAH, KA	113 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	27540
DARAM, SNEHA SURAPUREDDY, RAHUL	101 BELLAMY MILL DR	HOLLY SPRINGS NC 27540-4983	27540
DROSS, RYAN SCOTT SANDOR, REBECCA JENE	104 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
BAM, LOKENDRA KHADKA, NAMRATA	205 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
EARL, STEPHEN M. EARL, AMY	512 TONKS TRL	HOLLY SPRINGS NC 27540-6447	27540
FRAZIER, JEFFREY EVAN FRAZIER, KRISTINA ELAINE	112 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
LEKWAUWA, URENNA NNENNA ESCOBAR, BERNARDO PEREZ	416 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
MEHTA, JAY SANJAY BHATNAGAR, NANDITA A	105 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
JACKSON, TIFFANY JACKSON, THOMPSON	101 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
THIGALE, DINESH THIGALE, NEHA	2136 GUILLANE WAY	GILROY CA 95020-3864	27540
SCOTT, ETHAN HOWARD SCOTT, SARAH MARIE	105 BLUE PRINCE TRL	HOLLY SPRINGS NC 27540-8876	27540
LOVE, KELLY ANN LOVE, NICHOLAS JORDAN	117 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
PALLELA, PADMAVATHI KANUMURI, SUDHAKAR	225 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
MORGAN, BRIAN ARTHUR TRUSTEE MORGAN, JESSICA BEAVANS TR	200 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6455	27540
GURRAM, PRANATHI REDDY KUNDURU, ARUN REDDY	233 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
ABUJARADEH, ABDALLAH JAMAL JARADEH, FATMA ABU	125 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
RONIN PARTNERS LLC	703 WHITE OAK POND RD	APEX NC 27523-8507	27540
MOORE, RYAN MOORE, MARISA	101 BROOK ALDER TRL	HOLLY SPRINGS NC 27540-6473	27540
CHEEK, ANHTONY CAMERON TRUSTEE CHEEK, CARYN COOPER TR	300 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6454	27540
PRAJAPATI, PRASANG ASHOKKUMAR MEHTA, PINALBEN VINODCHA	121 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
FRYLING, JAMES RYAN TRUSTEE FRYLING, CARLA GORDON TRUSTE	104 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
GARIKIPATI, SRUTHI NELAPATLA, CHANDRA HAS	209 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
GADD, AMANDA LOYD, WILLIAM BRIAN	220 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6434	27540
PILLAY, VELKANTHAN KANNAPPA RAENDRAN, MADHUMITHA	109 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
OHARA, SCOTT R OHARA, KELLY M	2624 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8423	27540
MAKER, CHAMIA	100 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	27540
STEPHENSON, PATRICIA STREET, TYRONE	408 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
NOLTA, SIMEON A NOLTA, HEIDI J	412 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
FUDZIE, SAMUEL FUDZIE, DZOGBENYUIE AKU	121 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
WILLIAMS, CLARENCE R JR WILLIAMS, CORINNE M	104 BLUE PRINCE TRL	HOLLY SPRINGS NC 27540-8876	27540
PANTA, SHIKSHYA JOSHI, KHEM	116 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	27540
HOLLY SPRINGS TOWN OF	PO BOX 8	HOLLY SPRINGS NC 27540-0008	27540
JACKSON, CARL P JACKSON, NATALIE A	424 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
WALTERS, THOMAS WALTERS, KENDRA	257 POINTE PARK CIR	HOLLY SPRINGS NC 27540-6433	27540
WAUGAMAN, CHRISTOPHER B WAUGAMAN, LILIANA	125 CAHORS TRL	HOLLY SPRINGS NC 27540-4485	27540
HELMS, CHRIS HELMS, KAITLIN	112 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	27540
SEITH, NATHAN ROBERT SEITH, KRISTIN	108 ASHLAND HILL DR	HOLLY SPRINGS NC 27540-6468	27540
KASOPSKY, MICHAEL B KASOPSKY, JAIMIE D	420 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
HOLLY POINTE HOMEOWNERS ASSOCIATION INC	PO BOX 97243	RALEIGH NC 27624-7243	27540
MOORE, BENJAMIN STEVE JR CAMACHO, MARY KATHRYN	208 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
HOLLY POINTE HOMEOWNERS ASSN, INC	PO BOX 97243	RALEIGH NC 27624-7243	27540
PORTER, DEVIN WESLEY PORTER, PAULINA RENEE	2528 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8940	27540
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION IN	REALMANAGE LLC	8480 HONEYCUTT RD STE 241	27540
HALL, JORDAN ANN HALL, KYLE RICHARD	108 RANDLEMAN CT	HOLLY SPRINGS NC 27540-4977	27540
COLBY, WILLIAM COLBY, MEGAN E	104 BROOK ALDER TRL	HOLLY SPRINGS NC 27540-6473	27540
HULLIHEN, DANIEL TODD RHINE, LORIE A	221 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
KRYSTOFIAK, JENNIFER KRYSTOFIAK, KEVIN	205 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION, I	REAL MANAGE	PO BOX 803555	27540
HOLLY POINTE HOMEOWNERS ASSOCIATION INC	CAS INC	207 W MILLBROOK RD	27540
HARRIS, JASON NOAH TRUSTEE HARRIS, HOLLY STEWART TRUSTEE	409 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
BENARIO, ALEXANDER P BREW, SHAUNA	405 TONKS TRL	HOLLY SPRINGS NC 27540-6446	27540
KAUSKY, NATHAN J	228 CAHORS TRL	HOLLY SPRINGS NC 27540-4486	27540
SADAGOPA, BALAJI BAGAVATHY, RAJESHWARI	7716 QUAIL PARK DR	CHARLOTTE NC 28210-6928	27540
THE MILLS AT AVENT FERRY HOMEOWNERS ASSOCIATION IN	REALMANAGE LLC	8480 HONEYCUTT RD STE 241	27540
HERZOG, TIMOTHY DONALD HERZOG, HEATHER	224 RANDLEMAN CT	HOLLY SPRINGS NC 27540-6459	27540
HOLLY POINTE HOMEOWNERS ASSOCIATION INC	CAS INC	207 W MILLBROOK RD	27540

AFFIDAVIT OF OWNER'S CONSENT

Before me personally appeared Ronin Partners LLC 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:

0638529592	

and does hereby authorize Laura Holloman of McAdams to act

(name of representative/applicant)

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

Signature of Owner

Print Name PRAPHUL KROTTAPALLI
703 White Oak Pond Drive
Apex, NC, 27523

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

NOTARY PUBLIC:

Vrunda R Mahajani
Official Signature of Notary

(Official Seal)

VRUNDA R MAHAJANI, Notary Public
Print Name

VRUNDA R. MAHAJANI
NOTARY PUBLIC
WAKE County
North Carolina
My Commission Expires November 24, 2029

My commission expires: 11/24/2029

2420 AVENT FERRY ROAD

2420 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA

25-REZ-08/PLRZ202500153
MASTER PLAN

PROJECT NUMBER: SPEC-24230
DATE: JUNE 27, 2025

SHEET INDEX

C1.00	EXISTING CONDITIONS
C1.01	OVERALL TREE SURVEY
C1.02	TREE SURVEY SAMPLE AREAS
C2.00	OVERALL SITE PLAN
C2.01	TRANSPORTATION PLAN
C2.02	OPEN SPACE & PRESERVATION PLAN
C3.00	GRADING PLAN
C4.00	UTILITY PLAN
L5.00	LANDSCAPE PLAN
C8.00	TYPICAL SECTIONS
C8.01	DEVELOPMENT STANDARDS
C8.02	SAMPLE ELEVATIONS

SITE DATA

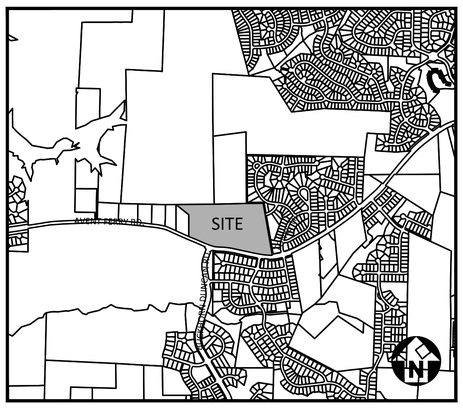
OWNERS	NAME	PIN	REAL ESTATE ID
	RONIN PARTNERS LLC	0638529592	0094322
SITE ADDRESS	2420 AVENT FERRY ROAD HOLLY SPRINGS, NC 27540		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	SUBURBAN RESIDENTIAL CONDITIONAL DISTRICT (SR-CD)(90%) & NEIGHBORHOOD MIXED USE CONDITIONAL DISTRICT (NMX-CD)(10%)		
SITE AREA	GROSS SITE AREA: 32.28 ACRES (1,406,378 SF)* RIGHT OF WAY DEDICATION: 1.16 ACRES (50,575 SF) (3.6%) NET SITE AREA: 31.12 ACRES (1,355,803 SF) * INCLUDES AREA WITHIN AVENT FERRY R/W		
RIVER BASIN	CAPE FEAR RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	VACANT		
PROPOSED USES	DETACHED DWELLINGS; COMMERCIAL USE		
MAXIMUM DENSITY	4 DU/ACRE		
PROPOSED DENSITY	1.88 DU/ACRE		
RESIDENTIAL LOT RANGE	DETACHED DWELLINGS: 30 - 53 UNITS		
GROSS COMMERCIAL OVERALL	MINIMUM COMMERCIAL SF: 5,000 SF MAXIMUM COMMERCIAL SF: 16,000 SF		

DEVELOPMENT STANDARDS (SR)

Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Maximum Gross Residential Density Allowed	4 units/acre	1.8 units/acre
Building Setbacks - All Structures (ft)		
Front	Min: 20′	Min: 5′ Max: 20′
Side	10′	5′
Side Corner	5′	5′
Rear	20′	20′
Thoroughfare	50′	50′
Minimum Lot Width (measured at setback line)		
Min. Lot Width for Front Facing Driveways	60′	60′
Other Uses	60′	60′
Buffers		
RR Buffer	5′ Type A	10′ Type B
NR Buffer	5′ Type A	10′ Type B
Thoroughfare Buffer (along Avent Ferry)	5′ Type A	25′ Type C
Building Height		
All Primary Structures	SR Max: 35′	SR Max: 40′
Accessory Structures (maximum)	25′	25′
All other applicable development standards not listed here shall follow UDO standards and requirements.		

DEVELOPMENT STANDARDS (NMX)

Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Minimum Commercial Area	n/a	5,000 sf
Maximum Commercial Area	n/a	16,000sf
Building Setbacks - All Structures (ft)		
Front	Min: 5′ Max: 20′	Min: 5′ Max: 20′
Side	10′	5′
Side Corner	5′	5′
Rear	20′	20′
Thoroughfare	25′	20′
Minimum Lot Width (measured at setback line)		
Other Uses	60′	60′
Buffers		
RR Buffer	10′ Type B	10′ Type B
Thoroughfare Buffer (along Avent Ferry)	5′ Type A	20′ Type A/Variable
Building Height		
All Primary Structures	NMX Min: 20′ NMX Max: 45′	NMX Min: 0′ NMX Max: 40′
Accessory Structures (maximum)	25′	25′
All other applicable development standards not listed here shall follow UDO standards and requirements.		



VICINITY MAP
1" = 1,400'

GENERAL NOTES

1. SIDEWALKS, GREENWAY MULTI-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 THE REQUIREMENTS OF THE TOWN OF HOLLY SPRINGS UDO, ALL OF WHICH SHALL CONSTITUTE THE ZONING REGULATIONS FOR THE APPROVED DISTRICT AND ARE BINDING ON THE PROPERTY.
3. ALL MODIFICATIONS TO MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH UDO SECTION 11.16.
4. 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.
5. CHANGES TO THE USE/INTENSITY AND PROPOSED USES SHALL REQUIRE A REZONING.
6. ALL RECOMMENDED IMPROVEMENTS IN THE TIA WILL BE DESIGNED AND CONSTRUCTED WITH THIS DEVELOPMENT.
7. PRIOR TO 50% OF THE CO'S BEING ISSUED, THE DEVELOPMENT PLAN FOR THE COMMERCIAL SHALL BE APPROVED.
8. PER THE WRMP THIS PROJECT IS COMMITTED TO CONSTRUCTING TO NATIONAL GREEN BUILDING STANDARDS AND PRESERVING 10% OF SPECIMEN TREES ON-SITE.

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
LAURA HOLLOMAN
holloman@mcadamsco.com
PHONE: 919. 610. 7377

CLIENT
SUMMIT ACRES LLC
703 WHITE OAK POND ROAD
APEX, NC 27523

PROJECT DIRECTORY
MCADAMS (PLANNING)
621 HILLSBOROUGH STREET, SUITE 500
RALEIGH, NC 27603
PHONE: 919. 361. 5000

LAND USE ATTORNEY (JASON BARRON)
MORNINGSTAR LAW GROUP
434 FAYETTEVILLE STREET, SUITE 2200
RALEIGH, NC 27601
PHONE: 919. 590. 0371

REVISIONS

NO.	DATE	
1	08. 08. 2025	FIRST RESPONSE TO TOWN COMMENTS
2	09. 19. 2025	SECOND RESPONSE TO TOWN COMMENTS
3	11. 07. 2025	THIRD RESPONSE TO TOWN COMMENTS
4	01. 16. 2026	FOURTH RESPONSE TO TOWN COMMENTS

MASTER PLAN DRAWINGS FOR:
2420 AVENT FERRY ROAD
MASTER PLAN
HOLLY SPRINGS, NORTH CAROLINA 27540
PROJECT NUMBER: SPEC-24230

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LINE TABLE		
LINE	BEARING	DISTANCE
L35	S87° 38' 21"W	40.75'
L36	N89° 12' 18"W	42.51'
L37	N86° 32' 55"W	29.23'
L38	N84° 42' 54"W	32.21'
L39	N82° 57' 14"W	38.52'
L40	N81° 10' 07"W	51.37'
L41	N80° 04' 39"W	48.53'
L42	N79° 02' 03"W	99.94'
L43	N78° 27' 50"W	49.64'
L44	N77° 40' 33"W	50.42'
L45	N77° 40' 22"W	99.91'
L46	N77° 45' 48"W	99.94'
L47	N77° 55' 40"W	99.94'
L48	N78° 57' 31"W	52.17'
L49	N80° 32' 42"W	47.74'
L50	N82° 54' 12"W	51.05'
L51	N85° 39' 35"W	48.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L52	N87° 35' 14"W	51.50'
L53	N87° 33' 25"W	48.25'
L54	N85° 07' 19"W	34.22'
L55	N82° 10' 14"W	32.31'
L56	N78° 05' 50"W	33.26'
L57	N74° 16' 12"W	33.74'
L58	N71° 46' 56"W	32.81'
L59	N69° 54' 17"W	47.42'
L60	N67° 59' 25"W	52.43'
L61	N67° 11' 34"W	52.47'
L62	N67° 03' 43"W	47.42'
L63	N67° 09' 45"W	49.46'
L64	N67° 44' 58"W	50.48'
L65	N67° 43' 35"W	99.84'
L66	N67° 47' 42"W	44.12'
L67	S87° 34' 22"E	69.76'
L68	N87° 38' 21"E	22.07'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C4	600.00'	209.59'	S77°33'56"E	208.53'	020°00'53"	105.88'
C5	1200.00'	198.57'	N82°49'57"W	198.34'	009°28'51"	99.51'
C6	800.00'	181.34'	S85°52'02"E	180.95'	012°59'14"	91.06'

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CLIENT

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703 WHITE OAK POND ROAD
APEX, NC 27523

2420 AVENT FERRY ROAD

MASTER PLAN
2420 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA

REVISIONS

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PLAN INFORMATION

PROJECT NO.	SPEC24230
FILENAME	SPEC24230-XC1
CHECKED BY	MV
DRAWN BY	OR
SCALE	1" = 100'
DATE	06. 27. 2025

SHEET

EXISTING CONDITIONS

C1.00

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SPECIMEN TREE TABLES

PRESERVED	
TYPE	SZ
BE	25
E	26
G	24
G	38
H	24
O	30
O	29
O	25
O	31
O	42
P	31
P	31
PO	24
PO	28
PO	40
PO	38
PO	26
PO	33
PO	24
PO	24
PO	36
PO	25

TO BE REMOVED	
TYPE	SZ
DG	3
DG	4
DG	3
DG	3
H	31
O	26
O	24
O	26
O	28
O	24
O	28
O	25
O	26
O	25
O	24
O	25
O	27
O	41

TREE LEGEND

A	ASH
BE	BEECH
BGM	BLACK GUM
C	CEDAR
DG	DOGWOOD
E	ELM
G	SWEETGUM
H	HICKORY
HO	HOLLY
HOR	HORNBEAM
M	MAPLE
O	OAK
P	PINE
PRS	PERSIMMON
PO	POPLAR
SO	SOURWOOD

DIAMETER INCH AT BREAST HEIGHT
TYPE OF TREE

TREE CANOPY TYPE LEGEND

PRIMARILY HARDWOODS WITH PINES/EVERGREENS INTERSPERSED

PRIMARILY PINES WITH HARDWOODS INTERSPERSED

SPARSELY WOODED PRIMARILY WITH EVERGREENS

GENERAL NOTES:

1. IDENTIFIED TREES WERE APPROXIMATELY LOCATED BY MCADAMS USING A TRIMBLE CATALYST GPS UNIT. AS THESE GPS UNITS DO NOT PROVIDE SURVEY GRADE ACCURACY THIS DATA SHOUL DBE CONSIDERED APPROXIMATE AND USED FOR PLANNING PURPOSES ONLY. IF AN ACCURATE LOCATION IS REQUIRED A NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SHOULD BE ENGAGED
2. THE SITE IS ALMOST ENTIRELY WOODED WITH HEALTHY TREES, CONTAINING A MIXTURE OF PINES AND HARDWOODS RANGING IN SIZE BETWEEN 1-INCH AND 30-INCHES, WITH A SMALL NUMBER OF TREES BETWEEN 30 AND 42 INCHES.

TREE SURVEY CERTIFICATION:

THE SURVEYED TREES SHOWN ON THIS TREE SURVEY SHEET ARE CORRECT IN REGARD TO SIZE, SPECIES, AND LOCATION.

TREE SURVEY AND TREE PROTECTION PLAN PROVIDED BY ANDERS LINDQUIST, ISA CERTIFIED ARBORIST SO-10544A

GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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APEX, NC 27523

2420 AVENT FERRY ROAD
MASTER PLAN
2420 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT ANDERS AXEL LINDQUIST 24436
PRELIMINARY NOT FOR CONSTRUCTION

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PLAN INFORMATION

PROJECT NO.	SPEC24230
FILENAME	SPEC24230-T1
CHECKED BY	MV
DRAWN BY	OR
SCALE	1" = 80'
DATE	06. 27. 2025

SHEET

OVERALL TREE SURVEY

C1.01

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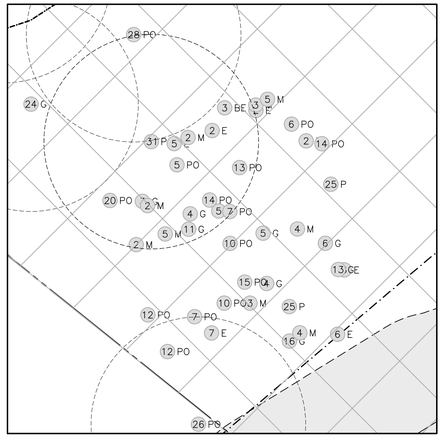
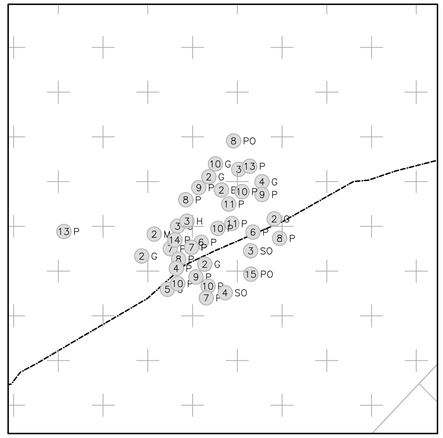


SAMPLE AREA #1



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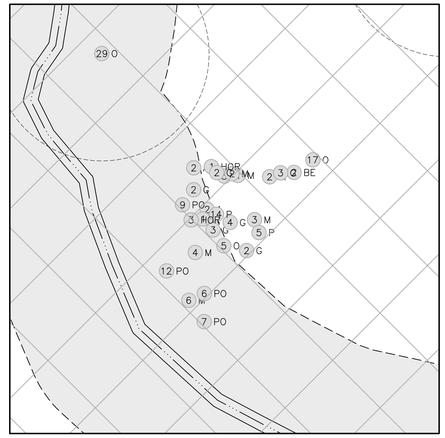

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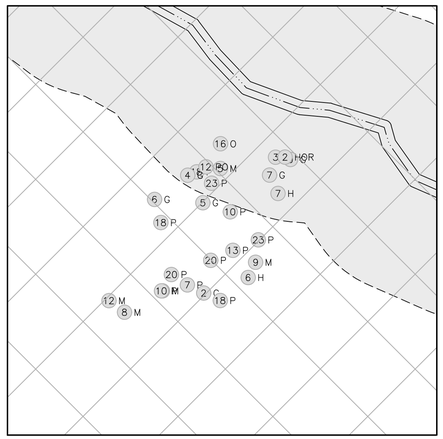
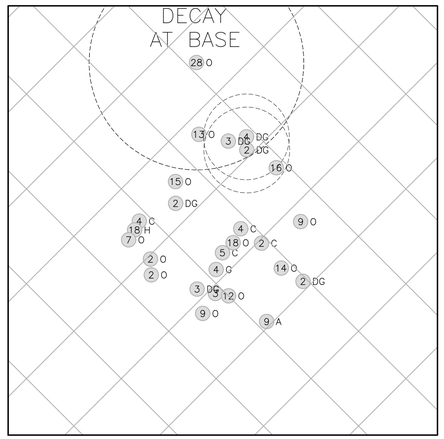


SAMPLE AREA #4



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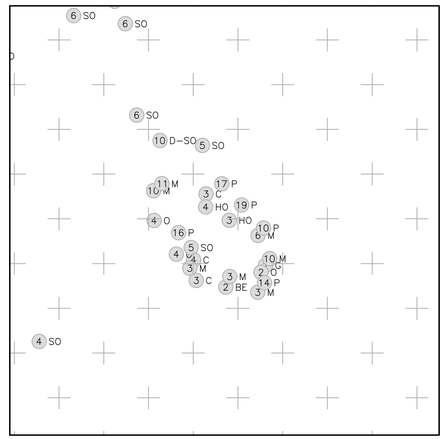

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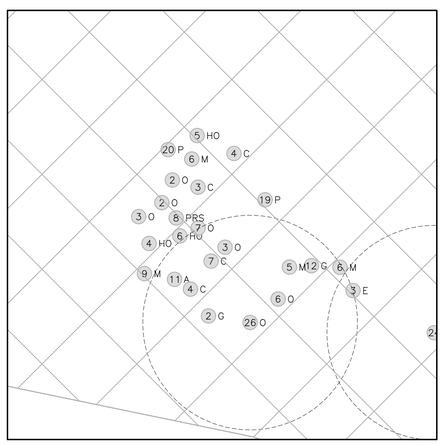
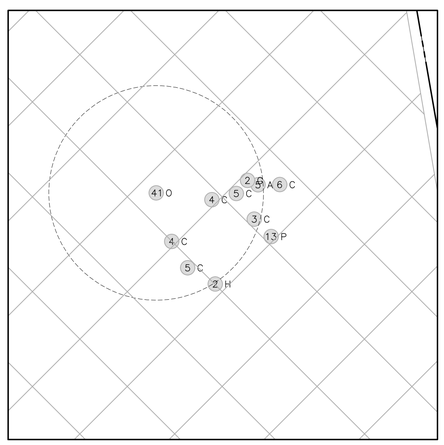


SAMPLE AREA #7



SAMPLE AREA #8

TREE LEGEND

A	ASH
BE	BEECH
BGM	BLACK GUM
C	CEDAR
DG	DOGWOOD
E	ELM
G	SWEETGUM
H	HICKORY
HO	HOLLY
HOR	HORNBEAM
M	MAPLE
O	OAK
P	PINE
PRS	PERSIMMON
PO	POPLAR
SO	SOURWOOD

DIAMETER INCH AT BREAST HEIGHT
TYPE OF TREE

GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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APEX, NC 27523

2420 AVENT FERRY ROAD

MASTER PLAN
2420 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA

NORTH CAROLINA LANDSCAPE ARCHITECT SEAL 3432 ANDERS AXEL LINDQUIST
PRELIMINARY FOR REVIEW PURPOSES ONLY NOT FOR CONSTRUCTION

REVISIONS

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PLAN INFORMATION

PROJECT NO.	SPEC24230
FILENAME	SPEC24230-T1
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SCALE	1" = 80'
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SHEET

TREE SURVEY SAMPLE AREAS

C1.02

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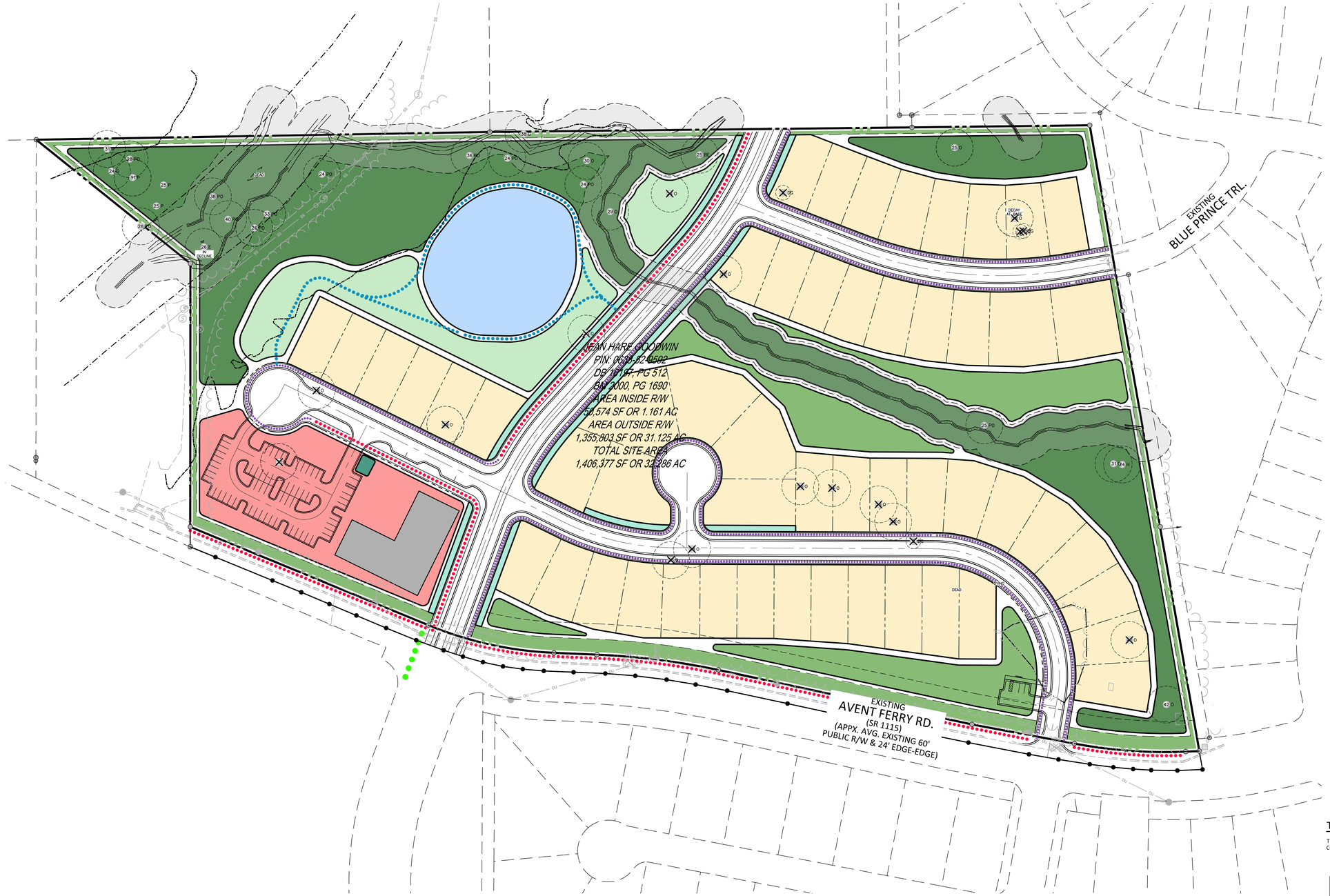
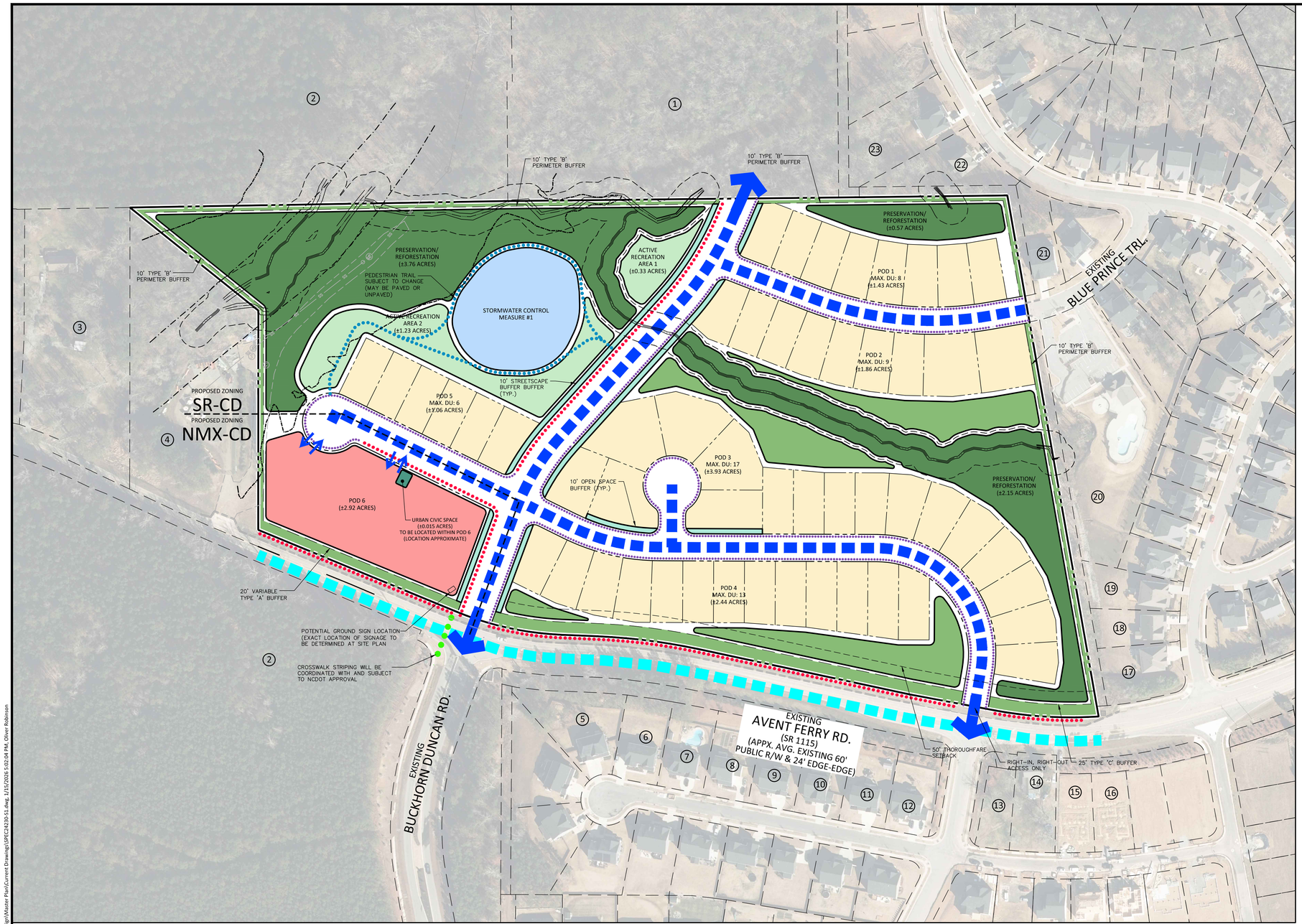

EXISTING
BLUE PRINCE TRL.
DEAD
DEAD
DEAD



LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- AVENT FERRY RD. T-4A THOROUGHFARE
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- CROSSWALK
- PEDESTRIAN TRAIL
- SINGLE-FAMILY DETACHED
- NEIGHBORHOOD MIXED USE
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- URBAN CIVIC SPACE
- STREETSCAPE
- FLOODWAY
- FLOODPLAIN (1%)

SITE DATA

OWNERS	NAME	PIN	REAL ESTATE ID
	RONIN PARTNERS LLC	0638529592	0094322
SITE ADDRESS	2420 AVENT FERRY ROAD HOLLY SPRINGS, NC 27540		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	SUBURBAN RESIDENTIAL CONDITIONAL DISTRICT (SR-CD)(90%) & NEIGHBORHOOD MIXED USE CONDITIONAL DISTRICT (NMX-CD)(10%)		
SITE AREA	GROSS SITE AREA: 32.28 ACRES (1,406,378 SF)* RIGHT OF WAY DEDICATION: 1.16 ACRES (50,575 SF) (3.6%) NET SITE AREA: 31.12 ACRES (1,355,803 SF) * INCLUDES AREA WITHIN AVENT FERRY R/W		
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WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	VACANT		
PROPOSED USES	DETACHED DWELLINGS; COMMERCIAL USE		
MAXIMUM DENSITY	4 DU/ACRE		
PROPOSED DENSITY	1.88 DU/ACRE		
RESIDENTIAL LOT RANGE	DETACHED DWELLINGS: 30 - 53 UNITS		
GROSS COMMERCIAL OVERALL	MINIMUM COMMERCIAL SF: 5,000 SF MAXIMUM COMMERCIAL SF: 16,000 SF		

OPEN SPACE SITE DATA TABLE

NET SITE AREA: 31.12 AC (1,355,803 SF)	UDO STANDARDS	PROPOSED STANDARDS	REQUIRED ACREAGE
ON SITE PRIVATE OPEN SPACE	30% SR 12% NMX	30%	9.34 AC
TREE PRESERVATION AREA	20% SR 10% NMX	20%	6.22 AC PROPOSED: 6.48 AC
ACTIVE RECREATION AREA	5% SR	5%	1.56 AC PROPOSED: 1.56 AC
URBAN CIVIC SPACE	0.5% NMX	0.5%*	0.015 AC PROPOSED: 0.015 AC
FLEX SPACE	5% SR 1.5% NMX	5%	1.56 AC PROPOSED: 2.26 AC

* URBAN CIVIC SPACE BEING CALCULATED BASED ON THE COMMERCIAL AREA

	Address	Owner	REID	PIN	Township	Deed Book	Deed Page	Land Class
1	2332 AVENT FERRY RD	MCCLAIN, LOUIS D.MCCLAIN, DAVID A	45400	638630698	Holly Springs	93-E	1375	Forestry
2	0 AVENT FERRY RD	DUKE ENERGY PROGRESS INC	239448	638451225	Holly Springs	15289	2437	State Assessed
3	2520 AVENT FERRY RD	JOHNSON, DONNY LEE JOHNSON, DEBORAH MANGUM	153200	638429730	Holly Springs	3675	425	Residential Less Than 10 Acres
4	2516 AVENT FERRY RD	HOLLY SPRINGS TOWN OF	331950	638521579	Holly Springs	11469	1917	EXEMPT
5	228 RANDLEMAN CT	SMITH, MANDESA ADRIAN, DEREK	448132	638519622	Holly Springs	17178	1098	Residential Less Than 10 Acres
6	224 RANDLEMAN CT	HERZOG, TIMOTHY DONALD HERZOG, HEATHER	448131	638610849	Holly Springs	18109	2161	Residential Less Than 10 Acres
7	220 RANDLEMAN CT	RUSSELL, JERED TEER, ERIKA	448130	638611838	Holly Springs	17166	2327	Residential Less Than 10 Acres
8	216 RANDLEMAN CT	BARRON, BRYAN BARRON, CYNTHIA	448129	638612826	Holly Springs	17197	776	Residential Less Than 10 Acres
9	212 RANDLEMAN CT	BAKER, ANDREW M BAKER, FATIMA A	448128	638613804	Holly Springs	17255	549	Residential Less Than 10 Acres
10	208 RANDLEMAN CT	KNAPP, RYAN V KNAPP, LAUREN	448127	638613892	Holly Springs	17251	1137	Residential Less Than 10 Acres
11	204 RANDLEMAN CT	ROBERTS, JAMES ROBERTS, WINASTI	448126	638614881	Holly Springs	17277	840	Residential Less Than 10 Acres
12	200 RANDLEMAN CT	GARRISON, TYLER GARRISON, PAIGE	448125	638615779	Holly Springs	17364	128	Residential Less Than 10 Acres
13	120 RANDLEMAN CT	REED, COREY L REED, ADWONNA N	453108	638617736	Holly Springs	17589	787	Vacant
14	2329 AVENT FERRY RD	REED, COREY L REED, ADWONNA N	453109	638618707	Holly Springs	17589	787	Residential Less Than 10 Acres
15	112 RANDLEMAN CT	FRAZIER, JEFFREY EVAN FRAZIER, KRISTINA ELAINE	479279	638618785	Holly Springs	18639	2029	Residential Less Than 10 Acres
16	108 RANDLEMAN CT	HALL, JORDAN ANN HALL, KYLER RICHARD	479280	638619755	Holly Springs	18643	2172	Residential Less Than 10 Acres
17	512 TONKS TRL	EARL, STEPHEN M. EARL, AMY	432060	638720013	Holly Springs	18618	1918	Residential Less Than 10 Acres
18	508 TONKS TRL	KITT, DONIEL KITT, RAVONNIE	432059	638720102	Holly Springs	16706	1977	Residential Less Than 10 Acres
19	504 TONKS TRL	SOUKUP, JONATHAN TIM LUK, HILARY LEE	432058	638629199	Holly Springs	17095	1744	Residential Less Than 10 Acres
20	113 BLUE PRINCE TRL	HOLLY POINTE HOMEOWNERS ASSN, INC	432066	638629530	Holly Springs	16793	1854	HOA
21	104 BLUE PRINCE TRL	WILLIAMS, CLARENCE R JR WILLIAMS, CORINNE M	432042	638628817	Holly Springs	16581	403	Residential Less Than 10 Acres
22	208 CAHORS TRL	MOORE, BENJAMIN STEVE JR CAMACHO, MARY KATHRYN	432041	638636031	Holly Springs	16887	1096	Residential Less Than 10 Acres
23	212 CAHORS TRL	SANDERSON, BUDDY SANDERSON, FELICIA K	465871	638635048	Holly Springs	18073	1013	Residential Less Than 10 Acres

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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2420 AVENT FERRY ROAD

MASTER PLAN
2420 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	08. 08. 2025	FIRST RESPONSE TO TOWN COMMENTS
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3	11. 07. 2025	THIRD RESPONSE TO TOWN COMMENTS
4	01. 16. 2026	FOURTH RESPONSE TO TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SPEC24230
FILENAME	SPEC24230-S1
CHECKED BY	MV
DRAWN BY	OR
SCALE	1" = 100'
DATE	06. 27. 2025

SHEET

CONCEPT PLAN

C2.00

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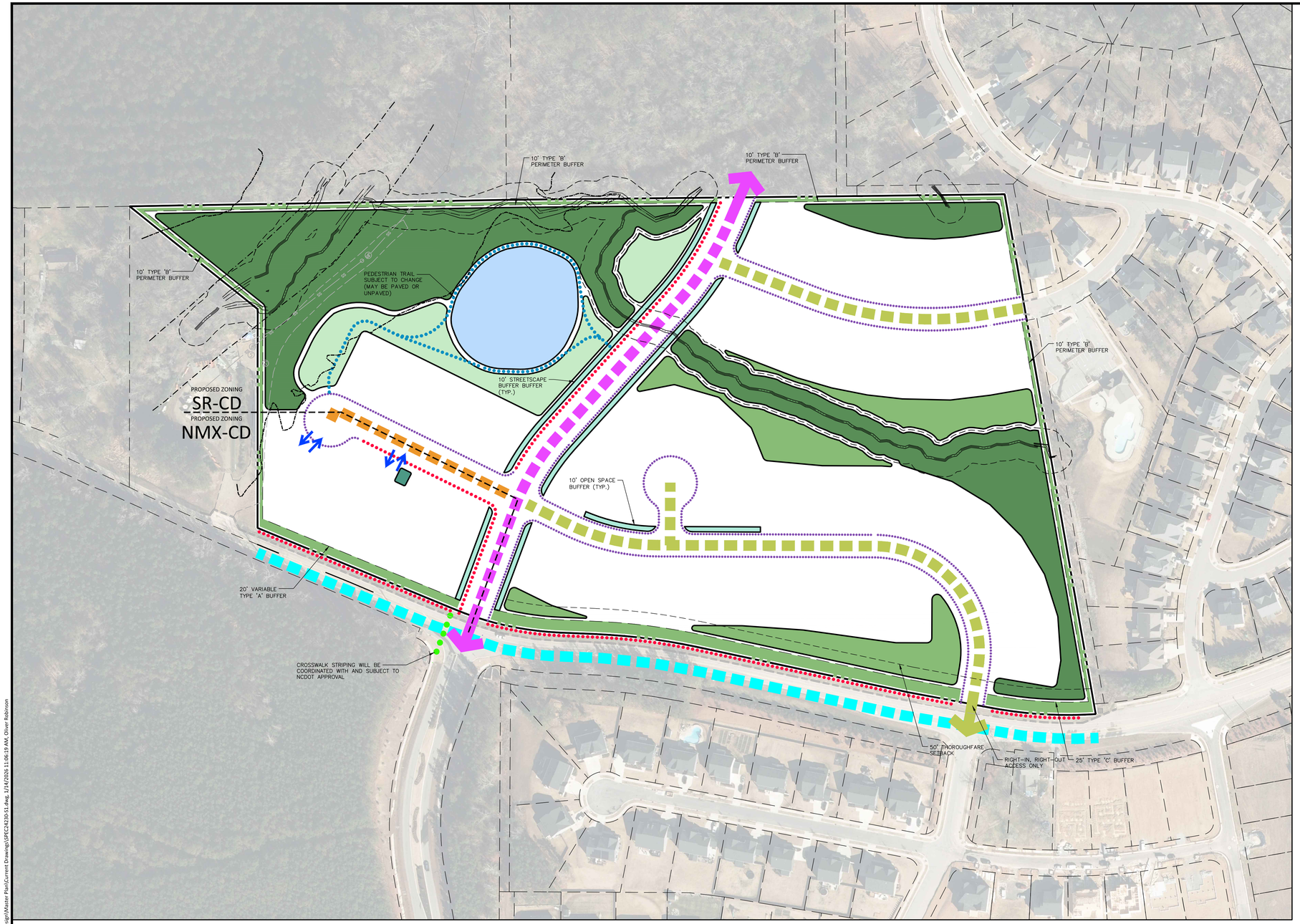

TYPICAL STREET SECTIONS

- T-4A THOROUGHFARE (SUBURBAN)
- CT-3A ALT 2 (SUBURBAN)
- C-2C ALT 1 (SUBURBAN)
- HS302 (SUBURBAN)

LEGEND

- PROPOSED SITE ACCESS
- 10' SIDEPATH
- 5'-6' PEDESTRIAN SIDEWALK
- CROSSWALK
- PEDESTRIAN TRAIL
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- URBAN CIVIC SPACE
- STREETSCAPE
- FLOODWAY
- FLOODPLAIN (1%)

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

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SHEET

TRANSPORTATION PLAN

C2.01

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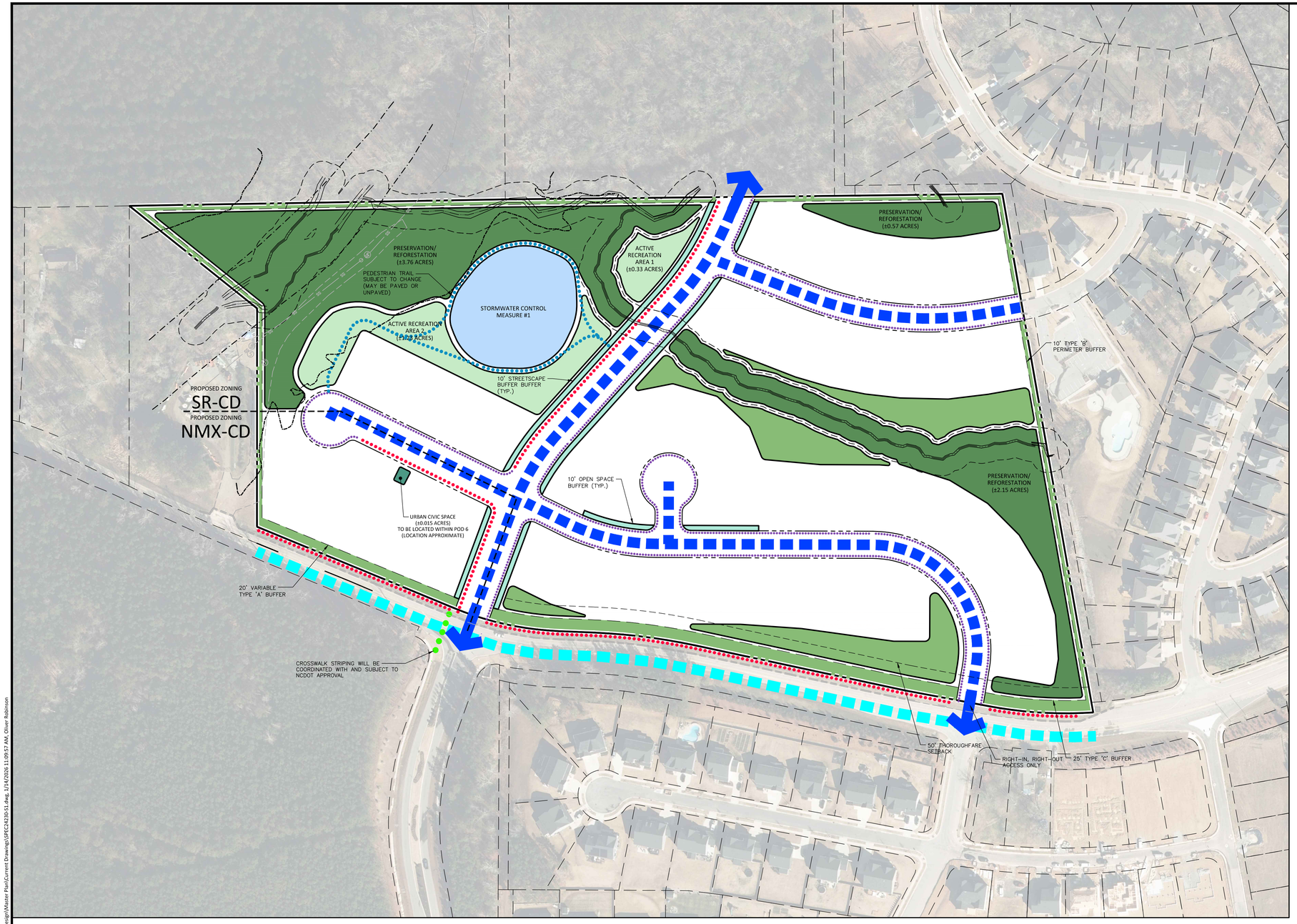

LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- CROSSWALK
- PEDESTRIAN TRAIL
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- URBAN CIVIC SPACE
- STREETSCAPE
- FLOODWAY
- FLOODPLAIN (1%)

OPEN SPACE SITE DATA TABLE

NET SITE AREA: 31.12 AC (1,355,803 SF)	UDO STANDARDS	PROPOSED STANDARDS	REQUIRED ACREAGE
ON SITE PRIVATE OPEN SPACE	30% SR 12% NMX	30%	9.34 AC
TREE PRESERVATION AREA	20% SR 10% NMX	20%	6.22 AC
ACTIVE RECREATION AREA	5% SR	5%	1.56 AC
URBAN CIVIC SPACE	0.5% NMX	0.5%*	0.015 AC
FLEX SPACE	5% SR 1.5% NMX	5%	1.56 AC

* URBAN CIVIC SPACE BEING CALCULATED BASED ON THE COMMERCIAL AREA

NOTE: OPEN SPACE, TREE PRESERVATION AREA, ACTIVE RECREATION AREA AND FLEXIBLE OPEN SPACE REQUIREMENTS MAY BE SATISFIED ACROSS THE ENTIRETY OF THIS MASTER PLAN BOUNDARY SO LONG AS THE CUMULATIVE MINIMUMS ARE PROVIDED.

ACTIVE OPEN SPACE ELEMENTS

ACTIVE REC. AREA 1	1) TOT LOT 2) TRAIL WITH SEATING 3) COMMUNITY GARDEN 4) YARD GAMES 5) ATHLETIC PLAY LAWN WITH NATIVE FLOWERING TREES AND SHRUBS 6) WORKOUT STATIONS
ACTIVE REC. AREA 2	1) DOG PARK 2) TOT LOT 3) WILDLIFE VIEWING AREA 4) PERGOLA/SHADE STRUCTURE 5) 250SF PLAZA 6) OUTDOOR BBQ AREA WITH SEATING 7) TRAIL WITH SEATING 8) YARD GAMES 9) WORKOUT STATIONS

NOTE: EACH ACTIVE OPEN SPACE AREA SHALL INCLUDE THREE (3) ELEMENTS FROM THE ABOVE LIST, AT A MINIMUM. ADDITIONAL ELEMENTS NOT LISTED ABOVE ARE ALLOWED AND SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN HOLLY SPRINGS UDO SECTION 4.5 ACTIVE RECREATIONAL AREAS. ADDITIONAL PROGRAM ELEMENTS SHALL NOT REPLACE ANY OF THE THREE (3) COMMITTED ELEMENTS REQUIRED FOR EACH ACTIVE RECREATION AREA AS LISTED ABOVE.

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

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DRAWN BY	OR
SCALE	1" = 100'
DATE	06. 27. 2025

SHEET

OPEN SPACE & PRESERVATION PLAN

C2.02

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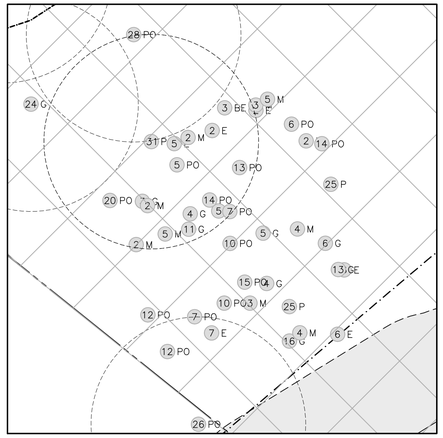
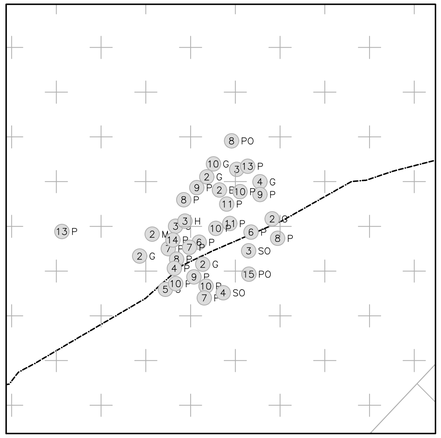


SAMPLE AREA #1



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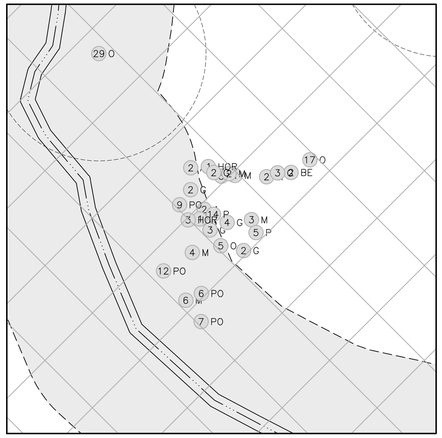

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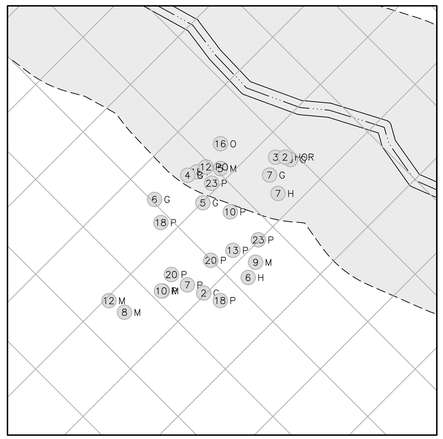
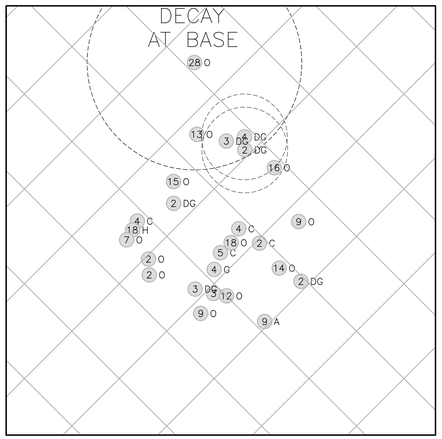
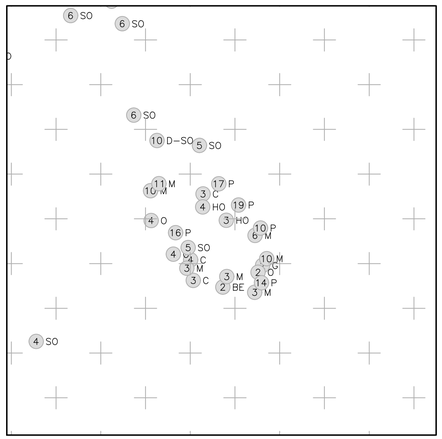


SAMPLE AREA #4



SAMPLE AREA #5



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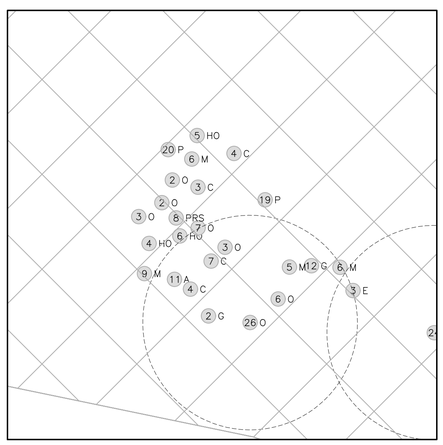
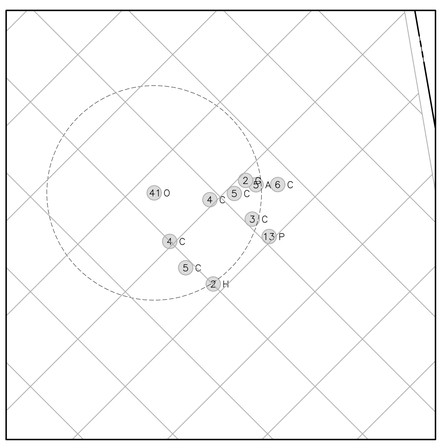


SAMPLE AREA #7



SAMPLE AREA #8

TREE LEGEND

A	ASH
BE	BEECH
BGM	BLACK GUM
C	CEDAR
DG	DOGWOOD
E	ELM
G	SWEETGUM
H	HICKORY
HO	HOLLY
HOR	HORNBEAM
M	MAPLE
O	OAK
P	PINE
PRS	PERSIMMON
PO	POPLAR
SO	SOURWOOD

DIAMETER INCH AT BREAST HEIGHT
TYPE OF TREE

GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

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APEX, NC 27523

2420 AVENT FERRY ROAD

MASTER PLAN
2420 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA

NORTH CAROLINA LANDSCAPE ARCHITECT ANDERS AXEL LINDQUIST
FOR PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

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PLAN INFORMATION

PROJECT NO.	SPEC24230
FILENAME	SPEC24230-T1
CHECKED BY	MV
DRAWN BY	OR
SCALE	1" = 80'
DATE	06. 27. 2025

SHEET

TREE SURVEY
SAMPLE AREAS

C1.02

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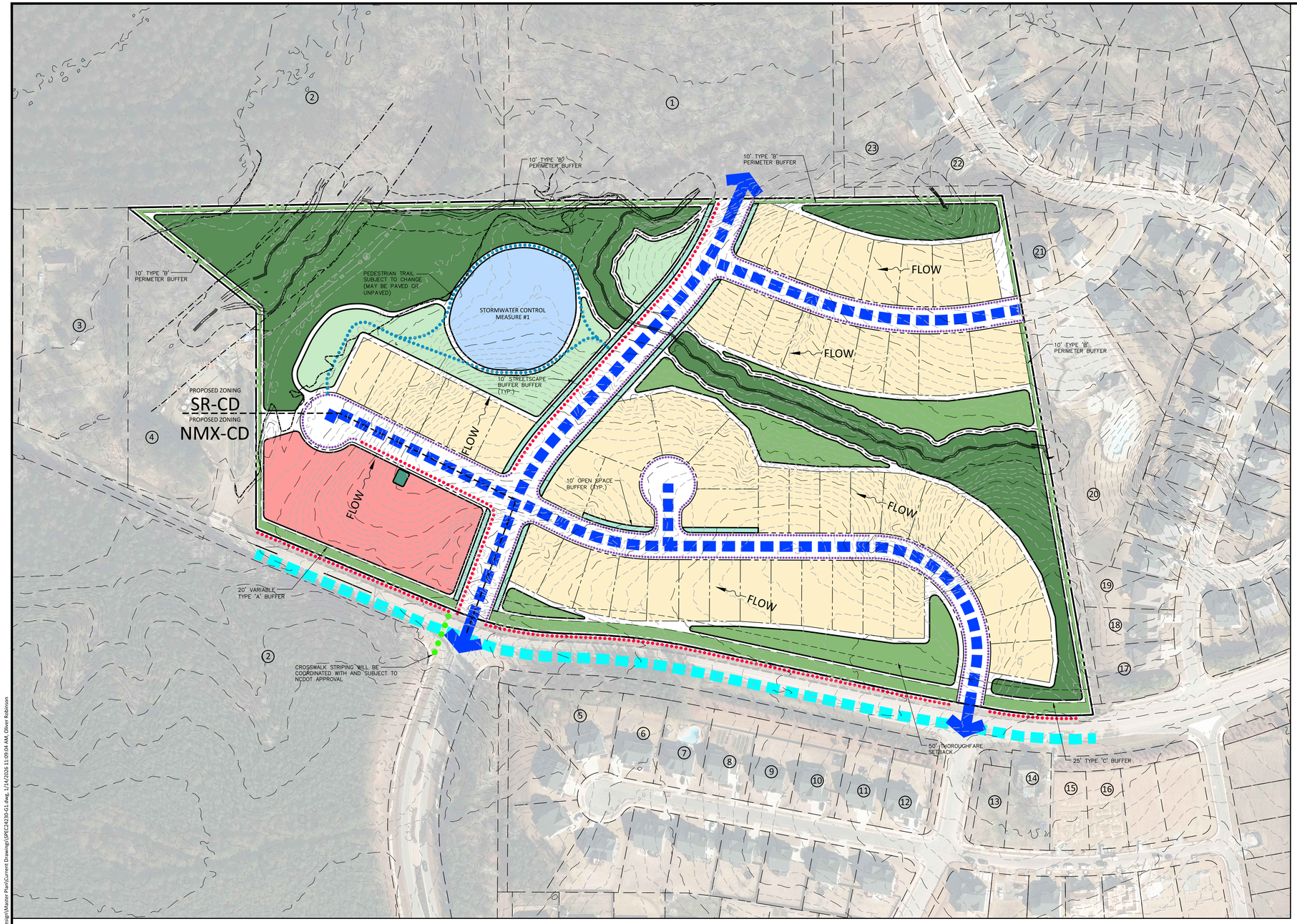

LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- CROSSWALK
- PEDESTRIAN TRAIL
- NEIGHBORHOOD MIXED USE
- SINGLE FAMILY DETACHED
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- URBAN CIVIC SPACE
- FLOODWAY
- FLOODPLAIN (1%)
- FLOW — GENERAL FLOW DIRECTION ESTIMATE
- FFE = +/- 280.00 — GENERAL FFE ESTIMATE

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

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DATE	06. 27. 2025

SHEET

GRADING PLAN

C3.00

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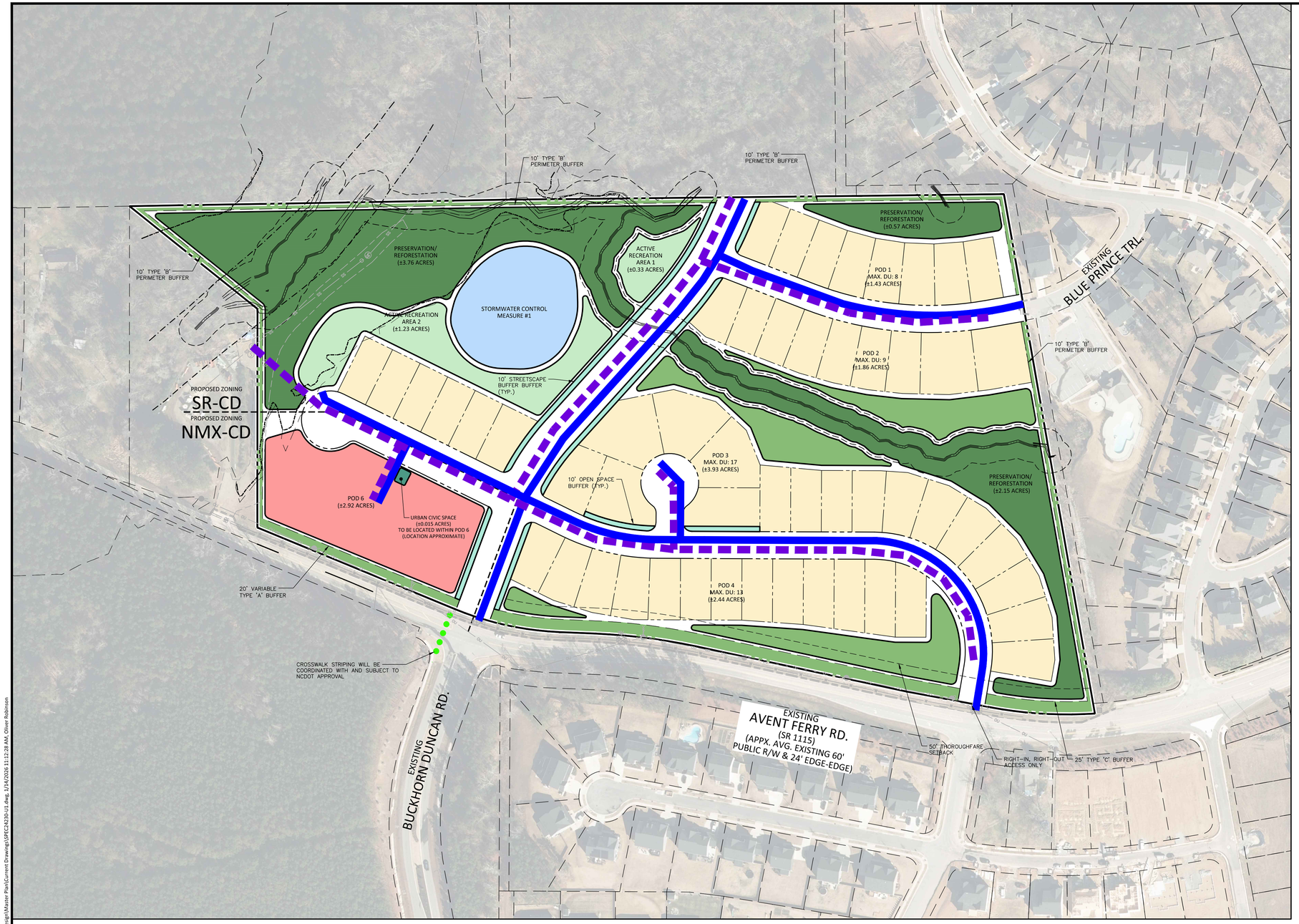

LEGEND

- PROPOSED PUBLIC SANITARY SEWER LINE
- PROPOSED PUBLIC WATER LINE
- SINGLE-FAMILY DETACHED
- NEIGHBORHOOD MIXED USE
- STORMWATER CONTROL MEASURE
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- URBAN CIVIC SPACE
- FLOODWAY
- FLOODPLAIN (1%)

GRAPHIC SCALE
0 50 100 200
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SHEET

UTILITY PLAN

C4.00

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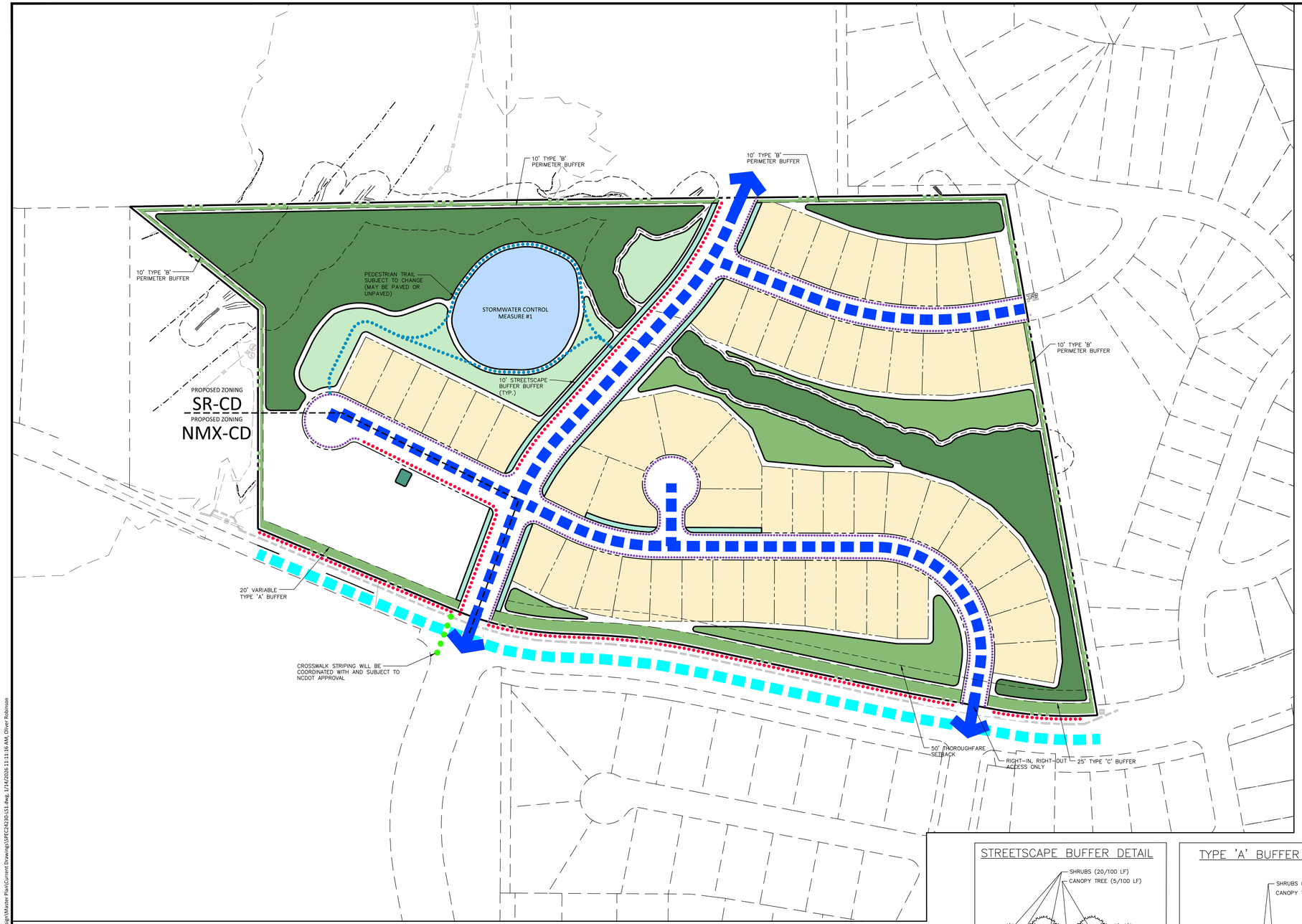
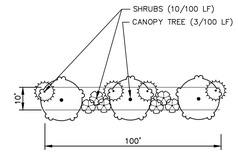


LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- CROSSWALK
- PEDESTRIAN TRAIL
- TREE PRESERVATION AREA/ REFORESTATION AREA
- ACTIVE RECREATION AREA
- BUFFER/ FLEXIBLE SPACE
- URBAN CIVIC SPACE
- FLOODWAY
- FLOODPLAIN (1%)

TYPE 'B' BUFFER DETAILS



10' TYPE 'B' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

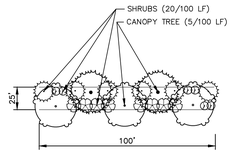
TYPE 'B' BUFFER
SEMI-OPAQUE LANDSCAPING CREATES A PARTIAL VISUAL AND SOUND BARRIER AND IS INTENDED FOR USE ON LOTS WHERE THE DISTRICT OF THE ABUTTING LOTS INCLUDES PERMITTED USES THAT MAY BE SIMILAR IN LAND USE INTENSITY, BUT MAY STILL CONTAIN LIGHTS, SOUNDS AND REGULAR OPERATIONS WHICH MAY ADVERSELY IMPACT ADJACENT PROPERTIES. TYPE B LANDSCAPING REQUIRES A MIXTURE OF PLANTS WITH SUFFICIENT EVERGREEN CONTENT TO PROVIDE SOME YEAR ROUND BUFFERING. ANY EVERGREEN SPECIES THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A TYPE B AREA.

OPACITY: 40%
DECIDUOUS TREES/FT: 3/100
PERCENT EVERGREEN: 40%
SHRUBS/FT: 10/100
HEIGHT OF BUFFER: 4'
WIDTH OF BUFFER: 10'-20' (SEE PLANS)

NOTE: ALL STREETS SHALL HAVE STREET TREES SPACED AT A MINIMUM OF 40.0.C AVERAGE AND WILL BE PLANTED ACCORDING TO TOWN OF HOLLY SPRINGS PLANTING STANDARDS.

ADDITIONAL STREET TREES WILL BE REQUIRED INTERNALLY THROUGHOUT THE SITE AND WILL BE SHOWN PER UDO STANDARDS AT THE TIME OF DEVELOPMENT PLAN.

TYPE 'C' BUFFER DETAIL



25' TYPE 'C' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

TYPE 'C' BUFFER
OPAQUE LANDSCAPING SHALL BE DESIGNED TO CREATE A SUBSTANTIAL SOUND AND VISUAL BARRIER FROM GRADE TO AT LEAST 8 FEET ABOVE GRADE AT TIME OF PLANTING. TYPE C LANDSCAPING IS INTENDED TO BE PLACED ON LOTS IN HIGHER INTENSITY DISTRICTS WHICH ABUT LOTS LOCATED IN LESSER INTENSE DISTRICTS THAT MAY BE ADVERSELY IMPACTED BY THE LIGHTS, SOUNDS AND REGULAR OPERATIONS OF THE HIGHER INTENSITY DISTRICT. TYPE C LANDSCAPING REQUIRES SIGNIFICANT USE OF EVERGREEN VARIETIES TO PROVIDE YEAR-ROUND BUFFERING ACCENTED WITH DECIDUOUS TREES OR SHRUBS/HEDGE PLANTS. ANY EVERGREEN SPECIES THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A TYPE C AREA.

OPACITY: 80%
DECIDUOUS TREES/FT: 5/100
PERCENT EVERGREEN: 80%
SHRUBS/FT: 20/100
HEIGHT OF BUFFER: 8'
WIDTH OF BUFFER: 10' (SEE PLANS)

STREETSCAPE BUFFER DETAIL

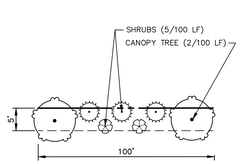
10' STREETSCAPE BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

STREETSCAPE BUFFER
OPAQUE LANDSCAPING SHALL BE DESIGNED TO CREATE A SUBSTANTIAL SOUND AND VISUAL BARRIER FROM GRADE TO AT LEAST 8 FEET ABOVE GRADE AT TIME OF PLANTING. THIS 15' STREETSCAPE BUFFER LANDSCAPING IS INTENDED TO BE PLACED ON LOTS IN HIGHER INTENSITY DISTRICTS WHICH ABUT LOTS LOCATED IN LESSER INTENSE DISTRICTS THAT MAY BE ADVERSELY IMPACTED BY THE LIGHTS, SOUNDS AND REGULAR OPERATIONS OF THE HIGHER INTENSITY DISTRICT. TYPE C LANDSCAPING REQUIRES SIGNIFICANT USE OF EVERGREEN VARIETIES TO PROVIDE YEAR-ROUND BUFFERING ACCENTED WITH DECIDUOUS TREES OR SHRUBS/HEDGE PLANTS. ANY EVERGREEN SPECIES THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A STREETSCAPE BUFFER AREA.

OPACITY: 80%
DECIDUOUS TREES/FT: 5/100
PERCENT EVERGREEN: 80%
SHRUBS/FT: 20/100
HEIGHT OF BUFFER: 8'
WIDTH OF BUFFER: 10' (SEE PLANS)

TYPE 'A' BUFFER DETAILS



5' TYPE 'A' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

TYPE 'A' BUFFER
OPEN LANDSCAPING CREATES A PLEASANT VISUAL EXPERIENCE BUT PROVIDES A MINIMAL VISUAL OR SOUND BARRIER AND IS THEREFORE INTENDED FOR USE ON LOTS WHERE THE DISTRICT OF THE ABUTTING LOTS INCLUDES PERMITTED USES WITH SIMILAR INTENSITIES, LIGHTS, SOUNDS AND REGULAR OPERATIONS AND WOULD HAVE MINIMAL, IF ANY, NEGATIVE IMPACT ON ADJACENT PROPERTIES. TYPE A LANDSCAPING REQUIRES A MAJORITY OF THE PLANTS TO BE OF A LARGE DECIDUOUS TREE VARIETY WITH ABILITY TO ADD COLOR, INTEREST OR HEAVIER VISUAL SCREENING, IF DESIRED.

OPACITY: 0%
DECIDUOUS TREES/FT: 2/100
PERCENT EVERGREEN: 0%
SHRUBS/FT: 5/100
HEIGHT OF BUFFER: 0'
WIDTH OF BUFFER: 5' (SEE PLANS)

N

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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703 WHITE OAK POND ROAD
APEX, NC 27523

2420 AVENT FERRY ROAD
MASTER PLAN
2420 AVENT FERRY ROAD
HOLLY SPRINGS, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	08. 08. 2025	FIRST RESPONSE TO TOWN COMMENTS
2	09. 19. 2025	SECOND RESPONSE TO TOWN COMMENTS
3	11. 07. 2025	THIRD RESPONSE TO TOWN COMMENTS
4	01. 16. 2026	FOURTH RESPONSE TO TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	SPEC24230
FILENAME	SPEC24230-TS1
CHECKED BY	MV
DRAWN BY	OR
SCALE	1" = 100'
DATE	06. 27. 2025

SHEET

LANDSCAPE PLAN
L5.00

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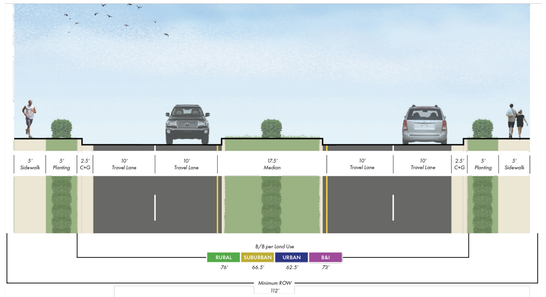
AVENT FERRY ROAD

T-4A

Thoroughfare | 4 Lanes

T-4A Minimum

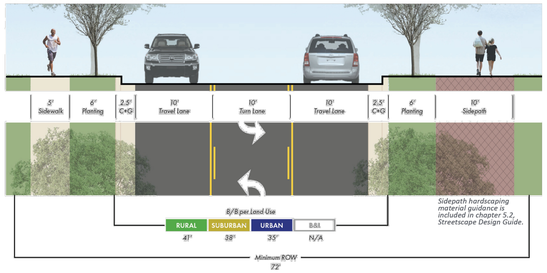


T-4A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	112'	112'	103'	103'	107'
Back of Curb to Back of Curb *(B/B)*	Yes	73'	76'	66.5'	62.5'	73'
Travel Lanes	4 Lanes	10'	12'	11'	10'	12'
Center Turn Lane	No	-	-	-	-	-
Median	Yes	17.5'	23'	17.5'	17.5'	20'
Curb and Gutter *(C+G)*	2 Sides	2.5'	2.5'	2.5'	2.5'	2.5'
Paved Shoulder	No	-	-	-	-	-
Planting	2 Sides	5'	6'	6'	8'	5'
On-Street Parking	No	-	-	-	-	-
Sidepath	0-2 Sides*	10'	10'	10'	10'	10'
Sidewalk	0-2 Sides*	5'	5'	6'	8'	5'
Bicycle Facility	No	-	-	-	-	-

Note 1: Right-of-Way (ROW) dimension accounts for an extra 2 feet of space on back side of cross-section elements on both sides to account for variables in design and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*

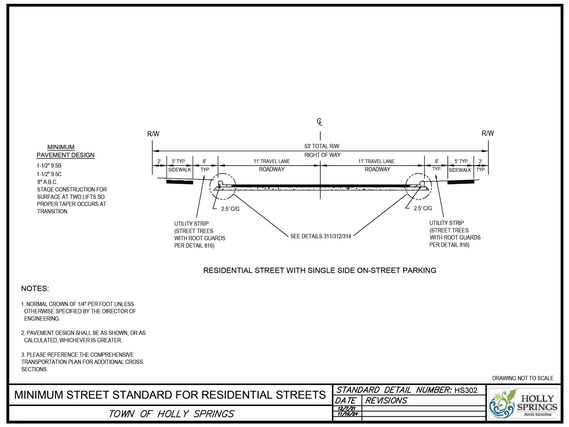
BUCKHORN DUNCAN ROAD

CT-3A Alt 2 Minimum



CT-3A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	72'	72'	69'	71'	N/A
Back of Curb to Back of Curb *(B/B)*	Yes	35'	41'	38'	35'	
Travel Lanes	2 Lanes	10'	12'	11'	10'	
Center Turn Lane	Yes	10'	12'	11'	10'	
Median	No	-	-	-	-	
Curb and Gutter *(C+G)*	2 Sides	2.5'	2.5'	2.5'	2.5'	
Paved Shoulder	No	-	-	-	-	
Planting	2 Sides	6'	6'	6'	6'	
On-Street Parking	No	-	-	-	-	
Sidepath	0-2 Sides*	10'	10'	10'	10'	
Sidewalk	0-2 Sides*	5'	5'	5'	-	
Bicycle Facility	Sharrow / Wide Outside Lane*		Included in Travel Lanes	-	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 and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*



NOTES:

1. NORMAL CROWN OF 1/4" PER FOOT UNLESS OTHERWISE SPECIFIED BY THE DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE AS SHOWN, OR AS CALCULATED, WHICHEVER IS GREATER.
3. PLEASE REFERENCE THE COMPREHENSIVE TRANSPORTATION PLAN FOR ADDITIONAL CROSS SECTIONS.

DRAWING NOT TO SCALE

MINIMUM STREET STANDARD FOR RESIDENTIAL STREETS	STANDARD DETAIL NUMBER: HS302
TOWN OF HOLLY SPRINGS	DATE / REVISIONS / BY / APPR.

TYPICAL STREET SECTIONS

- T-4A THOROUGHFARE (SUBURBAN)
- CT-3A ALT 2 (SUBURBAN)
- C-2C ALT 1 (SUBURBAN)
- HS302 (SUBURBAN)

NOTE:

1. ALL STREETS, SIDEPATHS, GREENWAYS AND TRAILS SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AS REVIEWED AT TIME OF DEVELOPMENT PLAN.
2. TYPICAL SECTION DIMENSIONS FOR AVENT FERRY ROAD ALONG SITE FRONTAGE ARE BASED ON THE T-4A (TYP.) SECTION WITH SUBURBAN DIMENSIONS PER THE TOWN CTP.

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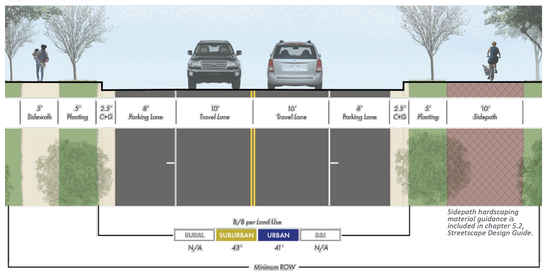
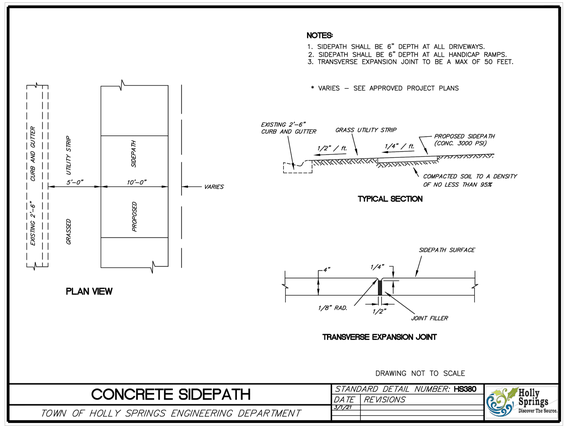
HOLLY SPRINGS, NORTH CAROLINA

C-2C Alt 1 Minimum



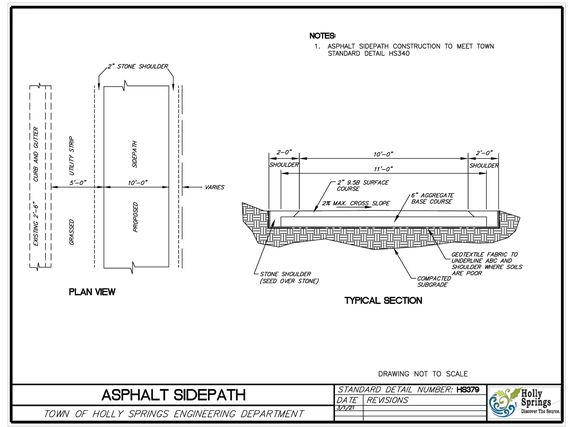
C-2C			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	72'	N/A	72'	61'	N/A
Back of Curb to Back of Curb *(B/B)*	Yes	41'		43'	41'	
Travel Lanes	2 Lanes	10'		11'	10'	
Center Turn Lane	No	-		-	-	
Median	No	-		-	-	
Curb and Gutter *(C+G)*	2 Sides	2.5'		2.5'	2.5'	
Paved Shoulder	No	-		-	-	
Planting	2 Sides	5'		5'	5'	
On-Street Parking	2 Sides	8'		8'	8'	
Sidepath	0-1 Side*	10'		10'	-	
Sidewalk	1-2 Sides*	5'		5'	8'	
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 and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*



DRAWING NOT TO SCALE

CONCRETE SIDEPATH	STANDARD DETAIL NUMBER: HS380
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS / BY / APPR.



DRAWING NOT TO SCALE

ASPHALT SIDEPATH	STANDARD DETAIL NUMBER: HS379
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS / BY / APPR.

NOTE:

SIDEPATH SURFACE MATERIAL TO BE DETERMINED AT TIME OF DEVELOPMENT PLAN. DETAILS SHOWN PER TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.

REVISIONS

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FILENAME	SPEC24230-TS1
CHECKED BY	MV
DRAWN BY	OR
SCALE	N.T.S.
DATE	06. 27. 2025

SHEET

TYPICAL SECTIONS

C8.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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OPEN SPACE SITE DATA TABLE		
Total Site Area: 31.12 acres	UDO Standard	Proposed Standard
On-site Private Open Space	12% NMX 30% SR	30%
Tree Preservation Area	10% NMX 20% SR	20%
Active Recreation Area	5% SR	5%
Urban Civic Space	0.5% NMX 0% SR	0.5%*
Flex Space	1.5% NMX 5% SR	5%
*Flex space provided to meet NMX standards and is calculated based on the proposed commercial area.		

The uses listed in the permitted use table shall be the only uses permitted as part of this development.

Use	
Detached Dwelling (with Front Loaded Garage)	P
Business Services	P
Childcare Center	P
Office Use	P
Personal Service	P
Food/Restaurant Uses	P
Retail Uses	P
Civic Building	P
Community Support Facility	P
Recreation Facility, Outdoor (<50 acres)	A
Infrastructure /Utilies (minor)	PS
Fitness Facilities	A
Recreation Facility, Indoor	A
Solar Energy Systems-Small	A
P = Permitted, X= Not Permitted, A= Accessory Use, PS= Permitted with additional standards per the UDO	

* HOA covenants shall not restrict accessory dwelling units.

SR DEVELOPMENT STANDARDS

The following standards shall apply to all proposed buildings within the development. Building and Site Design shall be in accordance with UDO Sections 3,4,and 5, except as modified in this section:

Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Maximum Gross Residential Density Allowed	4 units/acre	1.8 units/acre
Building Setbacks - All Structures (ft)		
Front	Min: 20′	Min: 5′ Max: 20′
Side	10′	5′
Side Corner	5′	5′
Rear	20′	20′
Thoroughfare	50′	50′
Minimum Lot Width (measured at setback line)		
Min. Lot Width for Front Facing Driveways	60′	60′
Other Uses	60′	60′
Buffers		
RR Buffer	5′ Type A	10′ Type B
NR Buffer	5′ Type A	10′ Type B
Thoroughfare Buffer (along Avent Ferry)	5′ Type A	25′ Type C
Building Height		
All Primary Structures	SR Max: 35′	SR Max: 40′
Accessory Structures (maximum)	25′	25′
All other applicable development standards not listed here shall follow UDO standards and requirements.		

The following standards shall apply to all proposed residential buildings within the development. Building and Site Design shall be in accordance with UDO Section 8, except as modified in this section:

RESIDENTIAL FACADE STANDARDS

- Type 1 materials shall constitute a minimum of 35% of the building facade.
- Type 2 materials shall be allowed per UDO standards.
- Type 3 Materials shall constitute a maximum of 10% of the facade.
- Primary Facades shall consist of the front, street-facing facade.
- Vinyl siding shall not be permitted.
- The primary facades shall include a masonry watertable along the entire front of the building.
- Different brick and/or stone colors, textures and finishes shall be used to create different architectural looks.
- In order to promote variation in home appearance, no single-family home shall be constructed with an exterior elevation and/or color palette that is identical to the home on either side or across the street from it, to ensure a visually appealing and diverse development.

PARKING

- Parking shall be provided per UDO section 6.

NMX DEVELOPMENT STANDARDS

The following standards shall apply to all proposed buildings within the development. Building and Site Design shall be in accordance with UDO Sections 3,4,and 5, except as modified in this section:

Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Minimum Commercial Area	n/a	5,000 sf
Maximum Commercial Area	n/a	16,000sf
Building Setbacks - All Structures (ft)		
Front	Min: 5′ Max: 20′	Min: 5′ Max: 20′
Side	10′	5′
Side Corner	5′	5′
Rear	20′	20′
Thoroughfare	25′	20′
Minimum Lot Width (measured at setback line)		
Other Uses	60′	60′
Buffers		
RR Buffer	10′ Type B	10′ Type B
Thoroughfare Buffer (along Avent Ferry)	5′ Type A	20′ Type A/Variable
Building Height		
All Primary Structures	NMX Min: 20′ NMX Max: 45′	NMX Min: 0′ NMX Max: 40′
Accessory Structures (maximum)	25′	25′
All other applicable development standards not listed here shall follow UDO standards and requirements.		

The following standards shall apply to all proposed commercial buildings within the development. Building and Site Design shall be in accordance with UDO Section 8, except as modified in this section:

COMMERCIAL FACADE STANDARDS

- Type 1 materials shall constitute a minimum of 35% of the building facade.
- Type 2 materials shall constitute a minimum of 30% of the building facade.
- Type 3 materials shall constitute a minimum of 5% of the building facade.
- Buildings shall have pitched roofs.
- The principal entrance(s) shall be permitted to face the internal parking areas as visibility will limited on Avent Ferry Road due to the proposed buffers to better complement the surrounding development.
- Buildings shall have a minimum 24" brick water table.

The following shall also be permitted as design elements of the commercial building facades:
- Vinyl windows;
- Fabric awnings;
- Wooden shutters

The following shall also be prohibited as design elements of the commercial building facades:
- Prefinished aluminum storefront;
- Prefinished metal trim and copings;
- Prefinished metal canopies;
- Metal railings.

PARKING

- Parking shall be provided per UDO section 6. Parking shall not be permitted in between the building and Avent Ferry Road. Any parking that is not located between the building and the road, but is visible from Avent Ferry Road shall be screened with additional Type C buffers.

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PLAN INFORMATION

PROJECT NO.	SPEC24230
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CHECKED BY	MV
DRAWN BY	OR
SCALE	N.T.S.
DATE	06. 27. 2025

SHEET

DEVELOPMENT STANDARDS
C8.01

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PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

Sample Elevations

Elevations are illustrative and conceptual only.









PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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DEVELOPMENT STANDARDS

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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

RONIN PARTNERS 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 **RONIN PARTNERS LLC**, its successors and assigns, hereafter referred to as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WHEREAS, the Developer, or its affiliate, is the fee simple owner of that certain tract or parcel of land located 2420 Avent Ferry Road in the Town of Holly Springs extraterritorial jurisdiction, having Wake County Parcel Identification Number 0638529592, totaling approximately **32.30** acres in size, as more particularly described on **Exhibit A** (the "Site" or "Property"); and,

WHEREAS, the Town Council rezoned the Site to **SR/NMX-CD** (the "Rezoning") on _____, to facilitate the Property's uses to be consistent with goals of the Town's

Comprehensive Plan to Integrate a mix of uses in locations that create places where people live, work, shop, and play as a cohesive community.; 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 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 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, the Town has enacted a Water Resource Management Policy (see. https://www.hollyspringsnc.gov/DocumentCenter/View/44266/3_00_WaterResourceManagementPolicy_Sup20) to ensure the adequate water and sewer supply for the Town generally and the Property specifically, and the Developer consents to abide by this policy; 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 and other permits and approvals, 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 _____ 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 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, 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, or (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** 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, 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 **SR/NMX-CD** is not consistent with the Town's long-range planning documents, in adopting the rezoning ordinance for the project the Town Council finds that

providing commercial land uses at this location is reasonable and in the public interest and furthers the goals of the Comprehensive Plan. 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 multiple phase(s) in accordance with 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.

5. TIA ROAD IMPROVEMENTS: The transportation impact analysis (the "TIA") and Transportation Mitigation Agreement (TMA) 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 TMA, shown on Exhibit B, and summarized as follows:

	Description	**Completed by**
a.	Avent Ferry Road + Ramsours Mill Drive / Site Access #1 • Construct Site Access #1 as the southbound approach with one (1) ingress lane and one (1) egress lane. • Widen Avent Ferry Road along the proposed development frontage to construct half of the ultimate urban thoroughfare (T-4A) cross-section for Avent Ferry Road per Town CTP. Stripe the westbound approach to provide an exclusive left-turn lane, a through lane, and a shared through-right lane. • Construct an exclusive eastbound left-turn lane on Avent Ferry Road with a minimum of 100 feet of full width storage and appropriate deceleration and taper. • Provide stop control on the southbound approach of the proposed site driveway.	First Certificate of Occupancy
b.	Avent Ferry Road + Buckhorn Duncan Road / Site Access #2 • Construct Site Access #2 as the southbound approach with one (1) ingress lane and two (2) egress lanes, striped as an exclusive left-turn lane and a shared through-right lane. • Widen Avent Ferry Road along the proposed	First Certificate of Occupancy

	development frontage to construct half of the ultimate urban thoroughfare (T-4A) cross-section for Avent Ferry Road per Town CTP. Stripe the westbound approach to provide an exclusive left-turn lane, two (2) through lanes, and an exclusive right-turn lane. (Note: The exclusive westbound right-turn lane on Avent Ferry Road should be constructed with a minimum of 100 feet of full width storage and appropriate deceleration and taper.) • Construct an exclusive eastbound left-turn lane on Avent Ferry Road with a minimum of 100 feet of full width storage and appropriate deceleration and taper. • Restripe the existing exclusive northbound right-turn lane to that of a shared through-right lane. • Provide stop control on the southbound approach of the proposed site driveway. • Contribute a proportional Fee-In-Lieu (FIL) in the amount of $34,650 towards monitoring for signalization and installation once warranted and approved by NCDOT. (See Section 9(a)).	

The above list is a summary from the TIA which, if amended for any reason, such amendments shall control and require a revision of work and Infrastructure Improvements consistent with any amendment to the TIA. Developer shall construct the certain Infrastructure Improvements to support the Development prior to the issuance of the first plat for the Project. . 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. Parks And Recreation Improvements. The parties agree that parkland dedication on the rezoning parcel is not feasible and that extension of the Town's greenway is not feasible as a result of topographic features that make extension not possible. In consideration of the foregoing, the Developer will pay a Fee-In-Lieu as described in Section 9(b).

7. CONSTRUCTION OF SEWER AND WATER IMPROVEMENTS: Developer shall construct the certain Infrastructure Improvements to support the Development prior to the issuance of the first plat for the Project. The Developer shall be responsible for connecting the Site to Town sewer services.

List of Sewer and Water Improvements to be constructed by the Developer and necessary for a obtaining a building permit:

	Description	Completed by
a.	The Developer will extend gravity sewer from the rezoning parcel to an existing manhole as depicted on the attached Sewer Plan. Developer will be solely responsible for the cost and expense associated with this sewer extension.	Prior to First Plat Recordation

The Developer shall be required to provide a payment and performance bond for 100% of the cost in connection with all items above.

8. UTILITY ALLOCATION: The Town has a Water Resource Management Policy and this Project is eligible for a Priority Level 1 under that policy. See https://www.hollyspringsnc.gov/DocumentCenter/View/44266/3_00_WaterResourceManagementPolicy_Sup20. ("WRMP"). Developer is advised to read and understand the Town's WRMP. The Developer hereby includes the following allocation elements in its Project to satisfy the criteria of Section 3.5.2 of the WRMP:

a. Sustainable Design – Earn National Green Building Standards Certifications, or equivalent as determined by Director; and

b. Open Space/Tree Preservation – Preservation of at least 10% of Specimen Trees on site.

9. 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.	FIL to monitor for signalization and installation at Avent Ferry Road and Buckhorn Duncan Road (Site Access #2) once warranted and approved by NCDOT.	**$34,650**
b.	Total public park land FIL and improvement costs.	**$190,230.88**

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

11. 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. A petition for Voluntary Annexation shall be submitted concurrently with the first application for Development Plan or Subdivision Plan and acted upon by the Town Council no later than Civil Construction Drawing approval. Nothing contained herein shall bind the Town Council on the legislative decision of annexation.

12. 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.

13. 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 $57,483.74 per acre, which produced under ordinary methods of calculation for the Project's unit count of 53, a total fee in lieu amount $190,230.88.

14. 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.

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

16. 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 but owned or controlled by the Town and required for public infrasructure the Town shall license for use during construction such land owned by the Town to the Developer for construction and 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. Except for the Public Infrastructure to be constructed by the Town at the Town's costs pursuant to Sections 6 and 11 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. 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 Notwithstanding, in the event said fees are waived via an Economic Development Agreement this provision shall not apply.

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. 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.

11. 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.

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. 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.

14. 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:

Ronin Partners LLC
703 WHITE OAK POND RD
APEX, NC 27523-8507

With copy to:
Morningstar Law Group
Attn: Jason Barron
434 Fayetteville Street, Suite 2200
Raleigh, NC 27601

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: Property Description
EXHIBIT B: Traffic Impact Analysis

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
Transportation Mitigation Agreement

McAdams
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
919. 361. 5000

SPEC24230

January 15, 2026

Town of Holly Springs
Development Services
128 South Main Street
Holly Springs, North Carolina 27540

Transportation Mitigation Agreement

The following Draft Transportation Mitigation Agreement (TMA) is provided based on the improvements included in the 2420 Avent Ferry Road Traffic Impact Analysis (TIA) Update submitted January 15, 2026. The following improvements are committed as part of this development:

Avent Ferry Road + Ramsours Mill Drive / Site Access #1

- Construct Site Access #1 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- Widen Avent Ferry Road along the proposed development frontage to construct half of the ultimate urban thoroughfare (T-4A) cross-section for Avent Ferry Road per Town CTP. Stripe the westbound approach to provide an exclusive left-turn lane, a through lane, and a shared through-right lane.
- Construct an exclusive eastbound left-turn lane on Avent Ferry Road with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Provide stop control on the southbound approach of the proposed site driveway.

Avent Ferry Road + Buckhorn Duncan Road / Site Access #2

- Construct Site Access #2 as the southbound approach with one (1) ingress lane and two (2) egress lane, striped as an exclusive left-turn lane and a shared through-right lane.
- Widen Avent Ferry Road along the proposed development frontage to construct half of the ultimate urban thoroughfare (T-4A) cross-section for Avent Ferry Road per Town CTP. Stripe the westbound approach to provide an exclusive left-turn lane, two (2) through lanes, and an exclusive right-turn lane.
  - Note: The exclusive westbound right-turn lane on Avent Ferry Road should be constructed with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Construct an exclusive eastbound left-turn lane on Avent Ferry Road with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Restripe the existing exclusive northbound right-turn lane to that of a shared through-right lane.
- Provide stop control on the southbound approach of the proposed site driveway.
- Contribute an optional, proportional Fee-In-Lieu (FIL) towards monitoring for signalization and installation once warranted and approved by NCDOT.
  - Our calculations propose a FIL of $34,650 for this improvement.

Acceptance

Town of Holly Springs: _____ Applicant: _____

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Public Hearings
Title: Voluntary Annexation A25-10 Veridea S Village East - Legislative Public Hearing
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Sarah Sularz, Development Services

Action(s):

- Conduct Legislative Public Hearing.
- Adopt Annexation Ordinance A25-10.

Explanation:

- The Town has received a petition for voluntary annexation of 1.53 +/- acres, a small driveway access portion of a large parcel and the adjacent street right-of-way.
- The property is located on the east side of Old Holly Springs Apex Rd. across from Carolina Springs Blvd. and is owned by Wake County.
- The property is in the Town's Extraterritorial Jurisdiction (ETJ) and is contiguous with the Town Limits.
- This annexation is associated with an industrial project located in the Town of Apex as part of the Veridea project. The roadway being constructed to serve this project crosses the Town's ETJ to create a 4-way signalized intersection at Carolina Springs Blvd and Veridea Parkway.
- The annexation will ensure that the Town has the alibility to provide emergency response services in the corridor.

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 public hearing on the question of annexation."
- Service Comment Letters were sent out to town departments. No service related issues were identified.
- Annexation requires a two-step process with the first action being a determination of sufficiency, and a second action being the public hearing.
- The determination of sufficiency was approved by Town Council on June 16, 2026.

Funding Source(s):
N/A

Attachment(s):

1. A25-10 Map
2. A25-10 Resolution of Sufficiency
3. A25-10 - Veridia S Village East- Ordinance DRAFT

Annexation Information

Annexation Number

A25-10

Total Acres

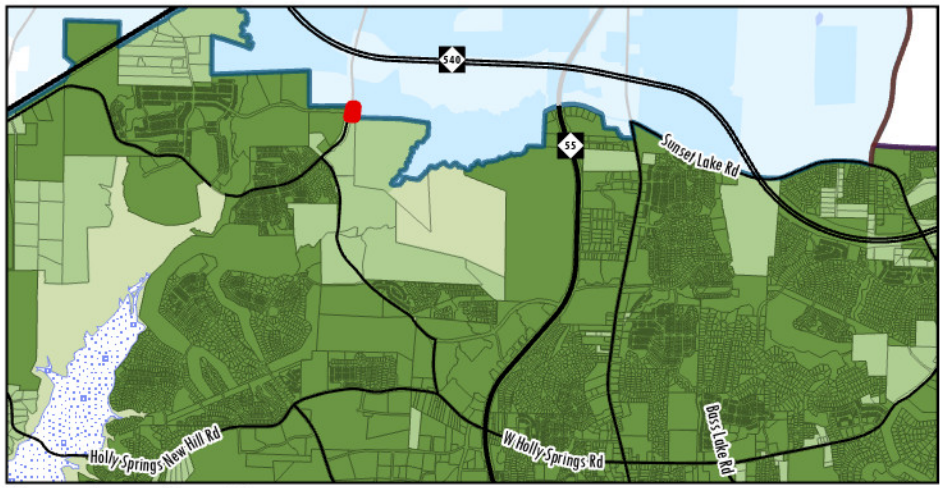
1.53 +/- | Deed Acres

Property Address

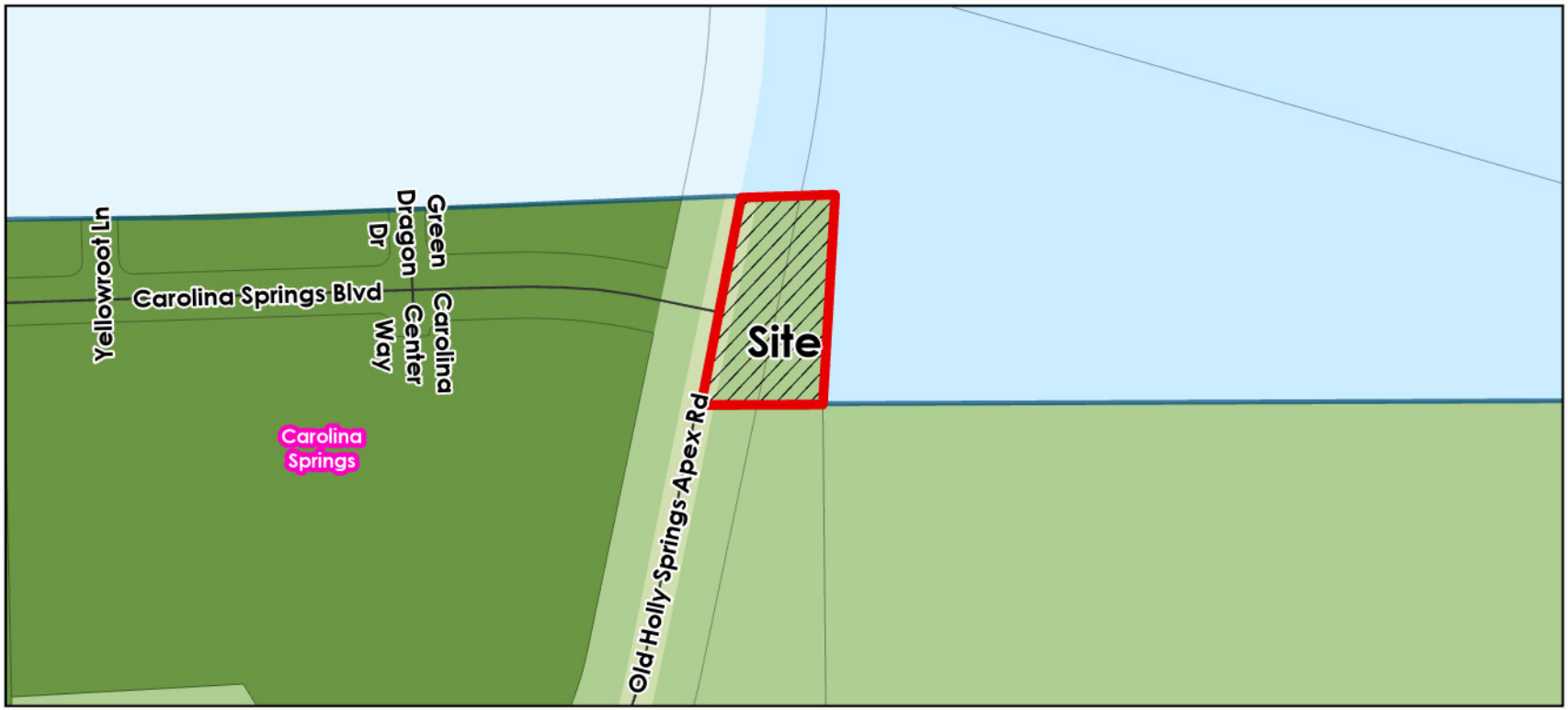
3705 Old Holly Springs Apex Rd.

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. 26-21
Date Adopted: June 16, 2026
Annexation No.: A25-10

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 THE INTERSECTION OF THE COMMON CORNER OF RXR LEN APEX OWNER LLC PIN: 0740241030 AND WAKE COUNTY PIN: 0740026492 WITH THE EASTERN RIGHT OF WAY LINE OF OLD HOLLY SPRINGS APEX ROAD RECORDED AMONG THE LAND RECORDS OF WAKE COUNTY, NORTH CAROLINA IN BOOK OF MAPS 2022 PAGE 2, THENCE NORTH 89°45'44" EAST A DISTANCE OF 59.47 FEET TO A POINT; THENCE SOUTH 04°58' 10" WEST A DISTANCE OF 362.56 FEET TO A POINT; THENCE NORTH 88° 36' 32" WEST A DISTANCE OF 107.88 FEET TO A POINT; THENCE NORTH 12°33'12" EAST A DISTANCE OF 367.11 FEET TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 0.69 ACRES - 30,163 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

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 June 2026.

ATTEST:

Michael D. Kondratick, Mayor

Linda C. McKinney, Town Clerk

Annexation Ordinance No.: **A25-10**

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 July, 2026,

Being that area of land marked Annexation Area as shown on the map recorded in Book of Maps 2026, Page ____ in the Wake County Register of Deeds office and described as follows:

BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF RXR LEN APEX OWNER LLC PIN: 0740241030 AND WAKE COUNTY PIN: 0740026492 WITH THE EASRTERN RIGHT OF WAY LINE OF OLD HOLLY SPRINGS APEX ROAD RECORDED AMONG THE LAND RECORDS OF WAKE COUNTY, NORTH CAROLINA IN BOOK OF MAPS 2022 PAGE 2,
THENCE NORTH 89 045'44" EAST A DISTANCE OF 59.47 FEET TO A POINT;
THENCE SOUTH 04 0 58 1 10" WEST A DISTANCE OF 362.56 FEET TO A POINT;
THENCE NORTH 88 0 36 1 32" WEST A DISTANCE OF 107.88 FEET TO A POINT;
THENCE NORTH 12 0 33'12" EAST A DISTANCE OF 367.11 FEET TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1.53 acres.

Adopted this, the 21st day of July, 2026.

ATTEST TO:

Linda C. McKinney Town Clerk

Mike Kondtratick, Mayor

I, Linda 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 July 21 2026, 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 July, 2026.

Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business
Title: Rezoning 25-REZ-02 Powell Place Rezoning and Development Agreement
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Conor Ryan, Development Services, Elliot Blonshine, Development Services

Action(s):

- Continue deliberation of 25-REZ-02 Powell Place Rezoning from May 19, 2026.
- Adopt Ordinance RZ26-03 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve/deny/defer 25-REZ-02 Powell Place Rezoning.
- Approve/Deny/Defer Utility Allocation for Powell Place.
- Approve/Deny/Defer Development Agreement.

Explanation:

- The applicant has submitted an application for a rezoning from RR - Rural Residential to NR-CD - Neighborhood Residential Conditional Zoning District at 7121 & 0 Rouse Road.
- The application includes a total of 97 units on 32.7 acres, with a mix of 42 Attached and 55 Detached Dwellings.
- The application follows 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 related to adherence with the Town's Water Resource Management Policy, as well as additional road improvements included but not limited to: Rouse Rd Offsite Frontage Widening and Safety improvements to Rouse Road and Piney Grove Wilbon Road.

Staff Recommendation: Approve

Town Council Public Hearing:

- The legislative public hearing process, including rezoning, is prior to the Planning Board review and recommendation.
- The public hearing was held on January 20, 2025. A link to the public hearing video is included in the staff report.
- During the public hearing, the applicant received feedback from residents and Town Council regarding increased traffic and safety concerns along Rouse Road, Piney Grove Wilbon Road, and Honeycutt Road, and additional road improvements beyond those proposed are needed to address these concerns.

Planning Board Recommendation: Approve 6-1 [2 absent]
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).

May 19 Town Council Meeting

- Project deferred 60 days to allow for community discussions on the Piney Grove Wilbon corridor and address safety issues along Rouse Road.

Changes made following the Previous Meetings:
The applicant has made the following additional commitments to address concerns raised by the public and Town Council at the public hearing:

- Additional roadway widening along Rouse Road for approx. 450’ east of the site access drive.
- Installation of both a right-turn lane and a left-turn lane on Rouse Road into the site.
- Commitment of $100,000 for improvements to Rouse Road in the form of shoulder widening or as a fee-in-lieu.

Background:

- The project area lies within the Town's Planning Jurisdiction within the Extraterritorial Jurisdiction (ETJ).
- A school capacity letter from Wake County Public Schools incorporating all projects approved before May 22, 2026 is attached.
- In accordance with the updated Town Council Legislative review process, consideration of this project is taking place on the following schedule. This includes a one-month delay requested by the applicant in order to address feedback from the public hearing and a two-month delay instituted by Town Council to address additional concerns.
    - Tuesday, January 20th - Town Council Public Hearing
    - Tuesday, April 28th - Planning Board review and recommendation
    - Tuesday, May 19th - 1st Town Council consideration
    - Tuesday, July 21st - 2nd Town Council consideration and decision

Funding Source(s):
N/A

Attachment(s):
1. 25REZ02_PowellPlace_StaffReport_TC072126
2. 25REZ02_PowellPlace_PlanningBoardActionReport
3. 25REZ02_PowellPlace_Ordinance
4. 25REZ02_WCPSS_Letter_Updated
5. 25REZ02_PowellPlace_Application
6. 25REZ02_PowellPlace_Plans
7. Powell Place DA_TOWN COUNCIL VERSION

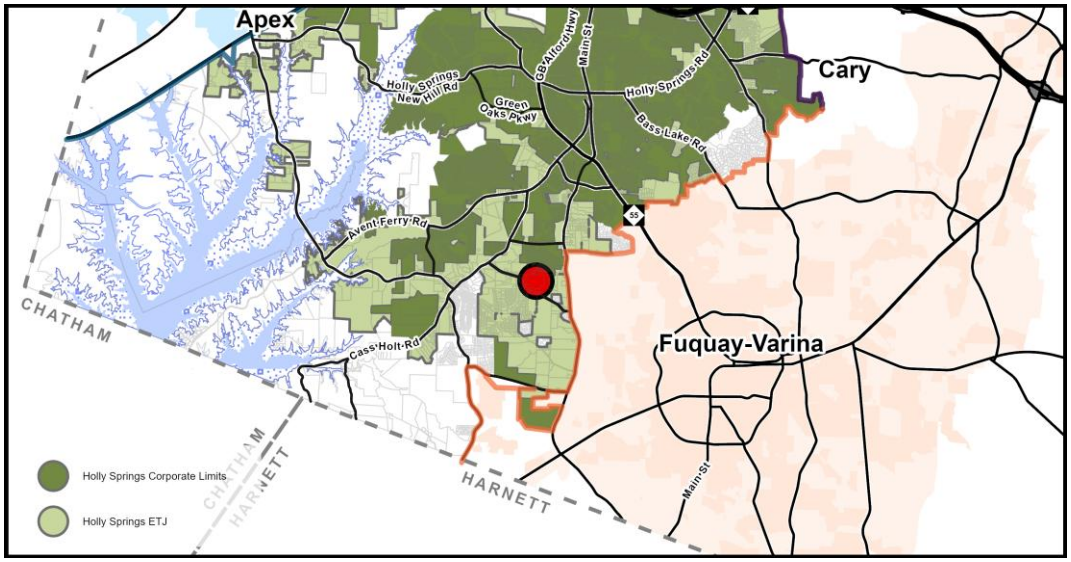
Project Type: Zoning Map Amendment (Rezoning)
Conditional Zoning District
Master Plan (Option 2)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Curry Engineering, on behalf of K.B. Homes

Property Address: 7051 & 7121 Rouse Rd

Property Area: 35.07 ac.



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

Project Summary:
A rezoning of 32.7 ac. from RR – Rural Residential to NR-CD – Neighborhood Residential Conditional Zoning District for the construction of 55 detached and 42 attached dwellings south of Honeycutt Farms subdivision.

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.

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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
Natural Area

Staff Analysis:

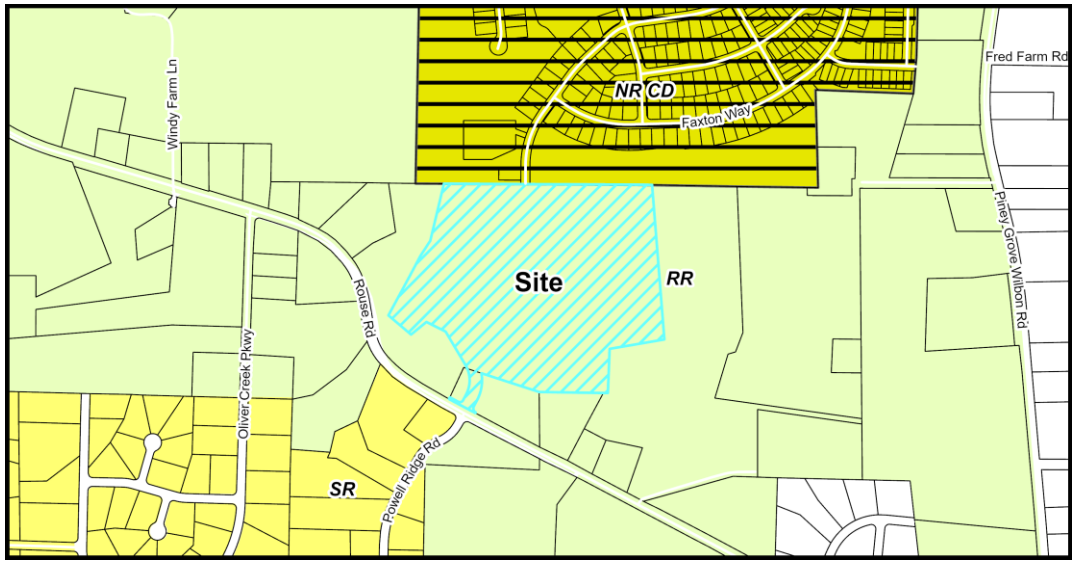
The Zoning Map Amendment is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

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. In response to comments received during the public hearing, the applicant is offering additional road improvements to Rouse Road, including the installation of left and right turn lanes into the site, and commitment of $100,000 of improvements to Rouse Road in the form of shoulder widening or as a fee-in-lieu. Overall, the project is consistent with Town adopted plans and ordinances.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0647477441	RR	32.23 ac.
0647465722*	RR	2.84 ac.
*portion to be rezoned	**Total Area**	35.07 ac.



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR – Rural Residential	Agriculture
North	NR-CD - Neighborhood Residential Conditional District	Residential Subdivision (Honeycutt Farms)
South	RR – Rural Residential	Agriculture
East	RR – Rural Residential	Detached Dwelling, Agriculture
West	RR – Rural Residential	Detached Dwelling, Agriculture

Parcel Rezoning History

Rezoning Number: 22-REZ-01
Original Zoning: R-30 Residential
Approved Zoning: RR
Approval Date: 3/1/2022

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Enhance

Future Land Use: Mixed Residential Neighborhood
Natural Area

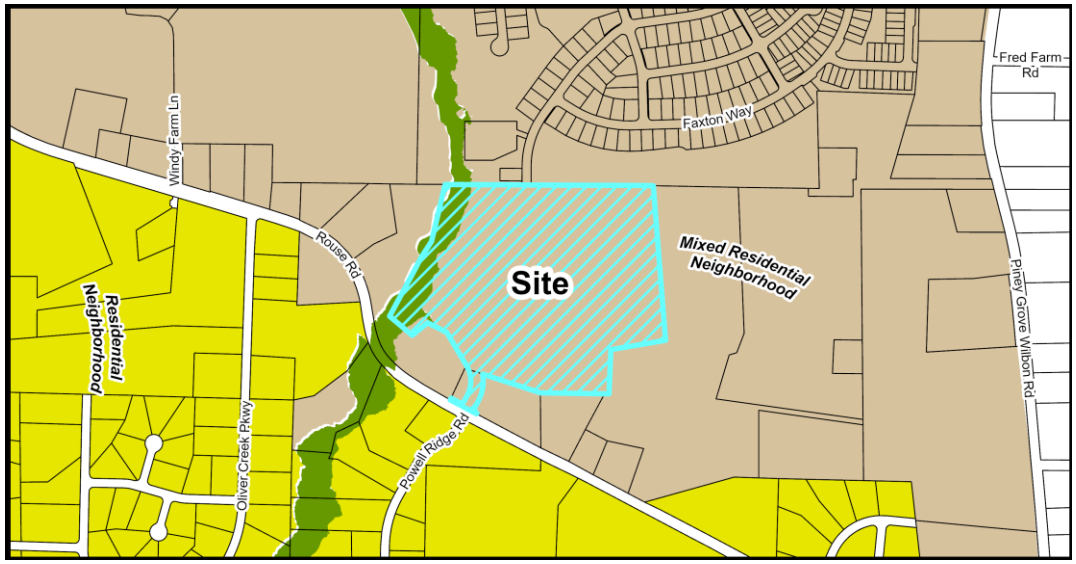
Small Area Plan: N/A

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. The density of Mixed Residential Neighborhoods is highest around the central gathering place, where attached and multi-dwelling housing types like townhomes, apartments and condo buildings define the space. Moving out from the center, lots transition from smaller to larger and become exclusively single dwelling detached. If a Mixed Residential Neighborhood is built adjacent to an existing conventional neighborhood, this variation from more dense to less dense will provide an appropriate transition.

Key characteristics of a Mixed Residential Neighborhood include:

- Front-facing garages should be avoided. Where garages face the street, they should be set back significantly from the facade of the building.
- 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 may be mixed within blocks or may be organized with more dense building types near the center of the community, and less dense types near the edges.

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.

Key characteristics of Natural Areas include:

- Single dwelling residential houses are permitted.
- Any development should be sensitive to existing conditions. Mass grading is not permitted. Tree clearing is not permitted except on properties under forest management programs agriculture, recreation, or for a single dwelling residential home site.
- Any civic or recreational open space is informal in character.

Land Use & Character Information (cont.)

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 in the southern area of the Town's planning jurisdiction, directly south of the existing Honeycutt Farms subdivision. The Town's Future Land Use Map, adopted in 2022, defines residential development in this area, with parcels along the north side of Rouse Road designated primarily as Mixed Residential Neighborhood, and parcels along the south side of Rouse Road designated primarily as Residential Neighborhood, with Rouse Road acting as the transitional line between medium and lower density development expectations.

Increasing variety of housing types is one of the ways the Comprehensive Plan works to address affordability issues within the Town, which is why the Mixed Residential Neighborhood Future Land Use designation defines a need for a variety of housing types. As such, the Neighborhood Residential Zoning District requires attached dwellings when applying for a Conditional Zoning District. The applicant has considered Comprehensive Plan expectations and nearby development patterns in designing the site by placing the required attached dwellings in the center of the subdivision with larger-lot detached dwellings surrounding them and abutting adjacent properties. This provides a transition to the existing single family detached dwellings to the north in Honeycutt Farm and fulfills the Mixed Residential Neighborhood Future Land Use description of smaller lots near the center of the subdivision and larger lots along the edges. To also help fulfill the need for a variety of housing types, this development proposes rear-loaded detached dwellings, a unique product type that acts as a transition between front-loaded detached dwellings and attached dwellings within the subdivision. The proposed front-loaded detached dwellings incorporate a larger minimum front setback for garages than the building, aligning with the Mixed Residential Neighborhood characteristic that states "Where garages face the street, they should be set back significantly from the facade of the building." The proposed attached dwellings, as well as 13 detached dwellings, are rear-loaded and accessed via alleys.

The street network is generally in a grid network, with blocks containing most of the dwelling units branching off the Ressler Street extension. On-street parking is located along the centralized internal street (Street C). This meets the UDO requirement for additional parking spaces for attached dwellings and maintains consistency with Comprehensive Plan expectations for marked and unmarked parking that is provided on-street.

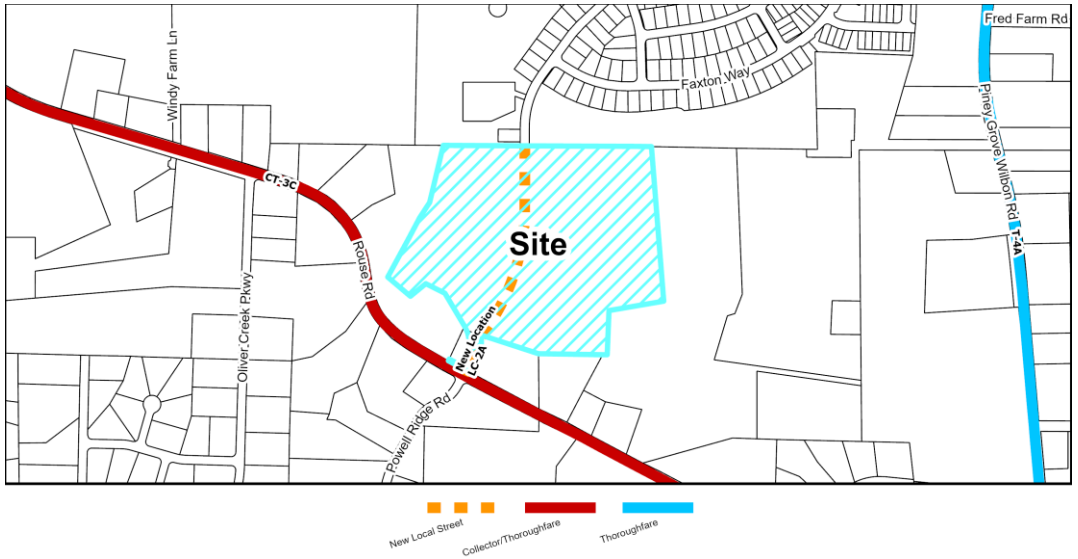
The proposed project provides a mix of housing types consistent with existing and proposed residential uses adjacent to the site and placed around a variety of connected open spaces utilizing existing environmental features. Larger natural areas along the Western stream are left largely undisturbed as is expected of the Natural Area Future Land Use designation. The applicant has incorporated Town feedback on the site design and product types into the rezoning plan. Overall, the project demonstrates consistency with the Land Use and Character Plan and helps achieve Comprehensive Plan goals, including increasing diversity of housing.

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:

At application, the site had approximately 1,200 linear feet of frontage along Rouse Road, which would have required widening under adopted plans. During review, the applicant recorded an exempt subdivision removing the frontage and the widening requirement. The applicant now proposes approximately 880 linear feet of Rouse Road improvements, including right-of-way dedication, lane widening, curb and gutter, and a 10-foot sidepath. The widening is proposed approximately 430 feet west of the proposed site driveway and approximately 450 feet east of the proposed site driveway.

The development proposes one driveway access to Rouse Road and internal connections to Ressler Street and the eastern parcel. A western street stub was requested by staff, but is not permitted due to environmental and topographical constraints per the U.S. Army Corps of Engineers until development of the adjacent western parcel is proposed.

New Location Roadways:

A new street connection is being installed in accordance with the Comprehensive Transportation Plan. This road is the Ressler Street extension and is proposed from its current terminus on the south side of Honeycutt Subdivision, through this project site to Rouse Road.

Hotspot/Safety Study Location:

There are no Hotspot/Safety studies adjacent to this parcel.

Improvement Prioritization:

N/A

Transportation Information (cont.)

Traffic Study Policy

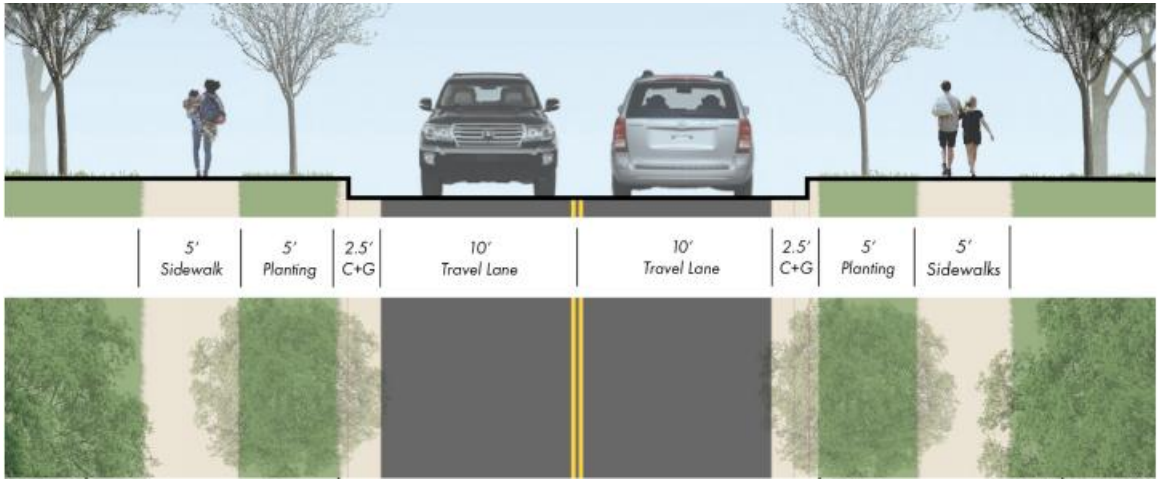
☒Traffic Study Required

☐Tier 1

☒Tier 2

☐Tier 3

☐Traffic Verification Memo



Example of LC-2A Local Collector Cross Section

Traffic Study Summary

A Site Specific Traffic Assessment (Tier 2 study) and associated Transportation Mitigation Agreement (TMA) was completed with the rezoning petition. This development is required to adhere to and construct all recommended improvements within the approved study as follows:

Piney Grove-Wilbon Road at Spence Farm Road:

- Construct a westbound right-turn lane on Spence Farm Road to accommodate 150 feet of full-width storage.

Piney Grove-Wilbon Road at Rouse Road:

- Construct an eastbound right-turn lane on Rouse Road to accommodate 150 feet of full-width storage.
- Construct a northbound left-turn lane on Piney Grove-Wilbon Road to accommodate 100 feet of full-width storage.

Rouse Road at Powell Ridge Road/Proposed Full Movement Site Driveway:

- Provide one ingress and one egress lane on the north leg of Proposed Full Movement Site Driveway.
- Construct an eastbound left-turn lane on Rouse Road with 50 feet of full-width storage.
- Construct a westbound right-turn lane on Rouse Road with 50 feet of full-width storage.

In addition to the site traffic mitigation recommendations listed above, the developer is committed to widening approximately 880 feet of the north side of Rouse Road to provide ½ the planned ultimate section (3-lane) per the Town's CTP.

Transportation Information (cont.)

Transportation Staff Analysis:

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

The UDO general requirement is "new development shall stub [streets] to all adjacent properties where practical." The UDO also states that "Requirements may vary at the discretion of the Administrator where compliance is determined not feasible because of topography, the existence of environmentally sensitive lands, the need to preserve cultural resources, and/or other similar considerations." As previously described, this project is not providing a street stub to the western property boundary. While this project is not in strict accordance with the ordinance to provide a stub to all adjacent properties, this project meets the intention of the ordinance in providing street stubs "where practical", thereby preserving "environmentally sensitive lands."

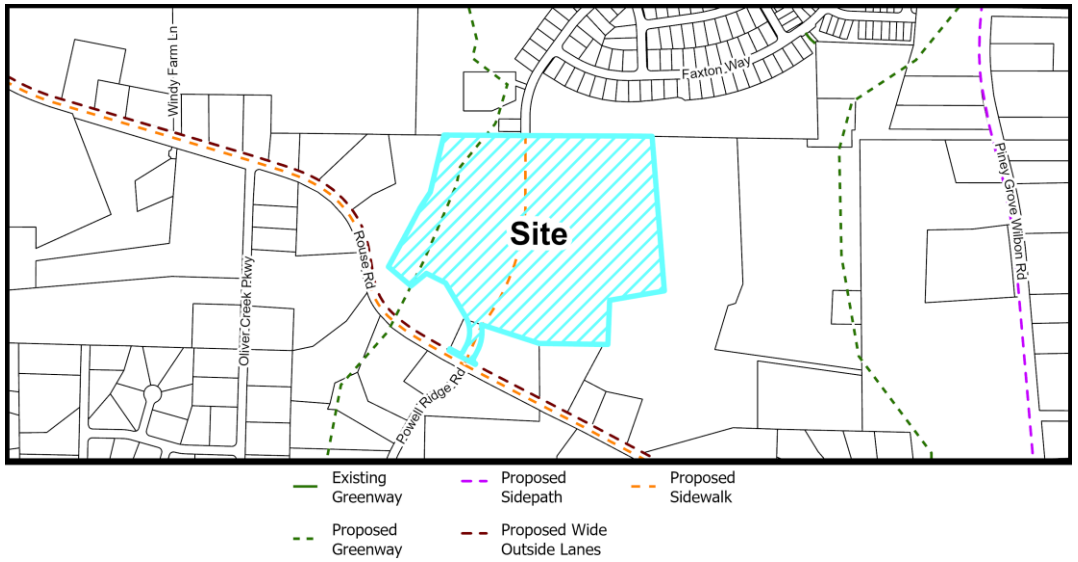
In addition, through the exempt plat subdivision, the project's property frontage along Rouse Road was removed. Therefore, road widening along Rouse Road is not strictly required by the UDO. However, this project is still proposing to widen a portion of Rouse Road adjacent to the project area. The project is also proposing the installation of left and right turn lanes into the site, and commitment of $100,000 of improvements to Rouse Road in the form of shoulder widening or as a fee-in-lieu.

These transportation improvements are a substantial contribution to the Rouse Road and Piney Grove Wilbon corridors and are consistent or even beyond the requirements of the Town's UDO, CTP, and Traffic Study Policy.

Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area ☐ Yes ☒ No



Active Transportation Map

Required Active Transportation Improvements

☒ Greenway ☐ Sidepath

A greenway is required per the Future Active Transportation Map, shown running through the Western area of the property and connecting to the greenway in the Honeycutt subdivision.

Parks, Recreation, & Greenways Summary

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

Parks, Recreation, & Greenways Staff Analysis:

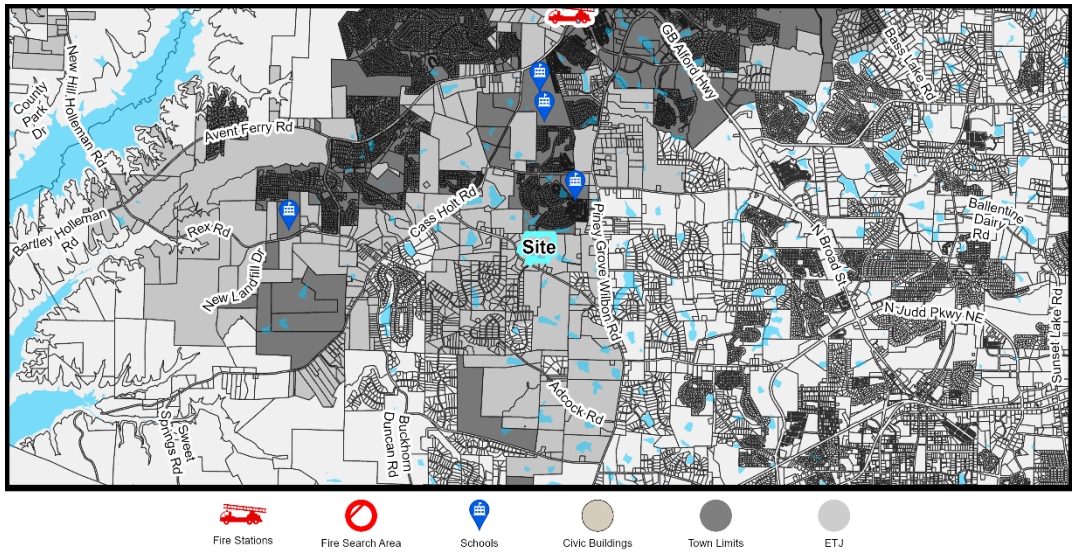
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The project proposes a 10' greenway running along a segment of Rouse Road before turning and following the Ressler Street extension on the West side before crossing and connecting to the Honeycutt greenway at the Northern property line. 5' sidewalks are included along all internal streets. Though the site is not located in a Park Search Area, the project is still subject to the fee-in-lieu for parkland dedication. The project is consistent with the Parks, Recreation & Greenways Master Plan 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.



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

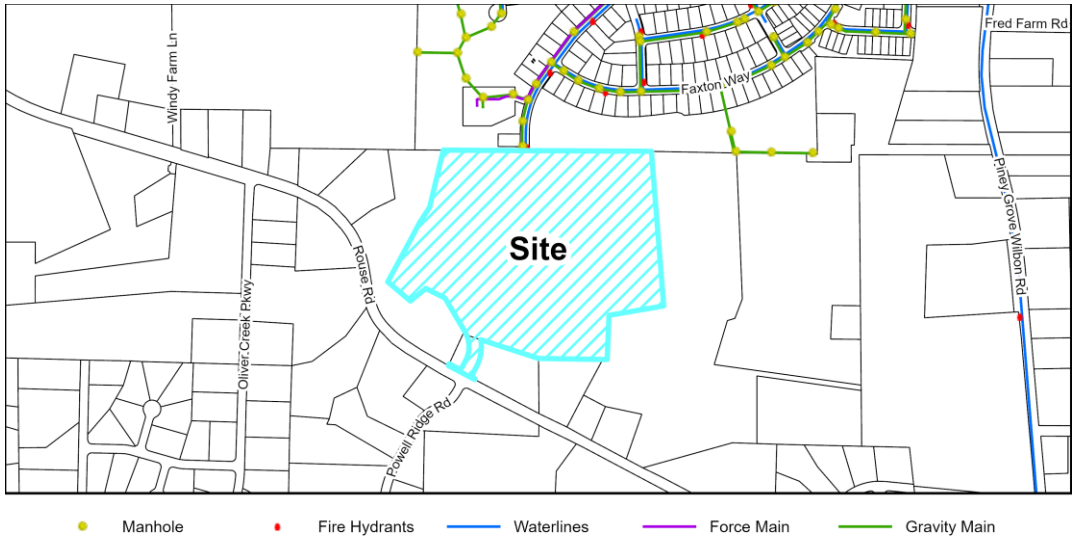
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map under which this project was submitted. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System for their facility planning.

Infrastructure & Utility Information

Vision Holly Springs Comprehensive Plan Section 5

Utility Availability

Water	☐ Yes ☒ No ☒ Study Required
Sanitary Sewer	☐ Yes ☒ No ☒ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

The project is required to tie to existing Town water facilities located in Ressler Street and extend through the project site. The UDO also requires water lines to be extended across road frontages. However, through the exempt plat subdivision, the project's property frontage along Rouse Road was removed. Therefore, water line extension along Rouse Road is not strictly required by the UDO. This project is voluntarily proposing to extend approximately 1,000 linear feet of waterline along Rouse Road. The waterline extensions will be installed by the developer in accordance with Towns Policies. A Fire Flow Analysis was completed and determined water pressure is adequate within the Town's system with the addition of this project.

Sanitary Sewer:

This project is required to extend Town sanitary sewer to serve the proposed development and extend to any upstream adjacent properties. Sewer is proposed to tie into the existing gravity sewer in Ressler Street. A Sewer Study was performed with the rezoning and analyzed the downstream sewer system and included pump station capacity analysis of the Honeycutt Pump Station. The study concluded the downstream gravity sewer lines and pump station are adequate to serve this project.

Reclaim:

This project is outside of the reclaimed service area.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☒ WRMP Applicable	☐Tier 1	Allocation Elements	☒ Public Infrastructure Improvements
☐ WRMP Not Applicable	☒Tier 2		☒ Sustainable Design
	☐Tier 3		☐ Work Force Housing
			☐ Open Space/Tree Preservation

Water Resource Management Policy Summary
This project is subject to the Water Resource Management Policy and has provided a Utility Allocation Request to be considered by Town Council. This development has committed to two allocation elements as required by the Policy as a Priority Level 2. The first is Public Infrastructure Improvements, which includes the construction of vegetated stormwater wetlands as an alternative to wet ponds. The second is Sustainable Design, which includes earning LEED Certifications for each home.

Utility Allocation Summary

Priority Level: Priority Level 2
Allocation Assignment: Residential Single-Family
Allocation Requested: 24,735 GPD

Staff Determination: Sufficient allocation is remaining in the Residential Single-Family assignment to support this project for the proposed build out year of 2028.

Infrastructure & Utility Staff Analysis:

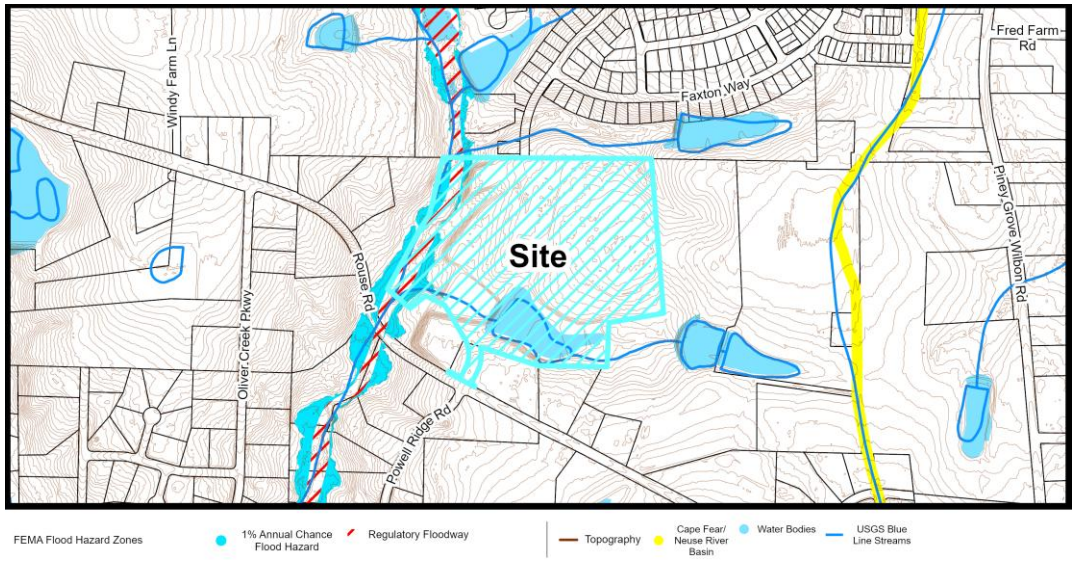
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

The proposed extensions of water and sanitary sewer are consistent with Town Standards and the Comprehensive Plan. The allocation elements selected and committed by the applicant are consistent with the Water Resource Management Policy.

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**9.81 ac.**
Tree Preservation Area	20% or 6.54 ac.
Active Recreation Area	5% or 1.64 ac.
Urban Civic Space	N/A
Flexible Space	5% or 1.64 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The applicant has proposed 6.84 acres of tree preservation and revegetation throughout the site. The project includes a pond with a trail running along the perimeter, qualifying for 5.69 acres of active recreation area. A total of 15.29 acres of open space is proposed, totaling 47% of the project area.

Stormwater:

This project is located within the Cape Fear River Basin and proposes 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, 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 is developed as a plant nursery and does not contain much existing tree canopy area. The applicant is proposing to reforest the site to meet the minimum tree preservation area requirements. The site does include two existing ponds, one of which is to be drained and converted to a stormwater management area and one of which is to be incorporated into the primary Active Recreation Area for the site. The project includes the required amount of open space per the Unified Development Ordinance.

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**
Maximum Number of Dwelling Units Base District Conditional Zoning District	 163 261	97
Maximum Gross Density (Units/Acre) Base District Conditional Zoning District	 5 8	3.6

Lot Configuration	**UDO Standard**	**Proposed Standard**
Minimum Lot Area Detached Dwellings (sf) Attached Dwellings (sf)	 Average ≥ 5,000 None	 Average ≥ 5,000 None
Minimum Lot Width at the Setback Line		

Lot Configuration	UDO Standard	Proposed Standard
Detached Dwellings (ft) Attached Dwellings (ft)	26 18	35 20
Minimum Lot Frontage (ft)	18	20
Minimum Lot Frontage for a Driveway (Detached Dwellings) (ft)	60	60

Setbacks	UDO Standard	Proposed Standard
Rear from Alley Centerline (ft)	15	32.5
Building to Building (Attached Dwellings) (ft)	N/A	10

Building Height	UDO Standard	Proposed Standard
Maximum Primary Building Height	50	35

Landscaping (UDO Section 5):

Perimeter Buffers	UDO Standard	Proposed Standard
Rouse Road	*5' Type A	**5' Type A – Enhanced
Adjacent Properties	*5' Type A	**5' Type A – Enhanced
Active Open Space	*5' Type A	**5' Type A - Enhanced

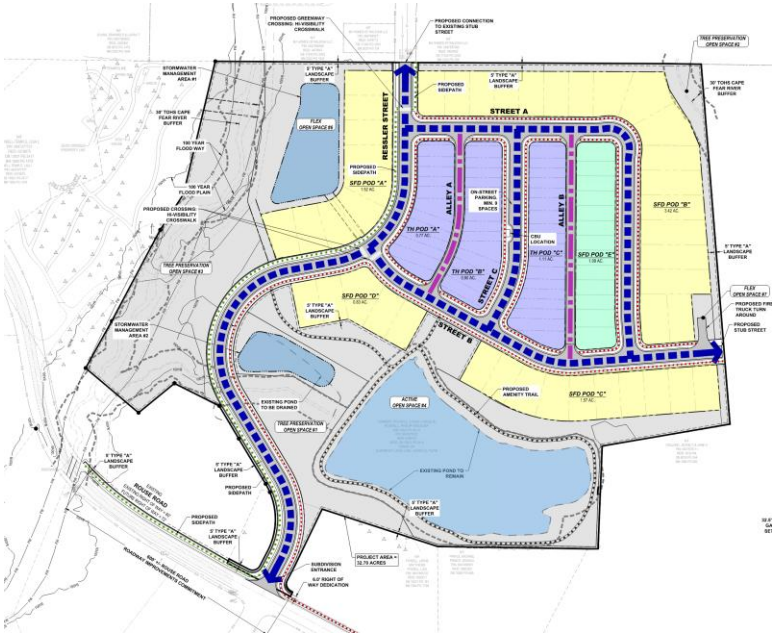
*Standard: 2 trees and 5 shrubs per 100'

**Enhanced buffer shall provide 4 deciduous trees (2 small / 2 large) and eight (8) deciduous shrubs per one hundred (100) feet.

Additional Standards

Proposed Architectural Standards
• Type 1 materials shall constitute a minimum 35% of the building façade. • No two lots with a shared property line shall have the same front elevation or primary colors • Roofs to have 12" minimum eaves and at least two character elements (reverse gable, hip roof, or change in roof line direction). • All homes to be ENERGY STAR certified. • Street-facing garage doors to use carriage style paneling and include windows and craftsman hardware.

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



Site Design Highlights

- 42 front-loaded detached dwellings (yellow), 13 rear-loaded detached dwellings (green), and 42 attached dwellings (purple)
- Centralized active recreation area incorporating existing pond
- Enhanced Type A buffering to reduce noise and visual impacts on adjacent properties

Conditional Zoning District Standards Staff Analysis

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

The Conditional Zoning District application proposes 97 units at 3.6 units an acre, below the maximum allowable density of the base NR district and consistent with existing and proposed residential development in the area. For reference, the Honeycutt Farms subdivision directly adjacent to this project has a maximum density of 2.64 units/acre. Rather than proposing the higher density allowed through a Conditional Zoning District, the applicant has proposed modifications to development standards that are tailored to the subdivision design and clarify expectations for the look and feel of the final product.

One of the purposes for a Conditional Zoning District is to allow for some flexibility in design while creating a better overall product than what was otherwise permitted. The Neighborhood Residential Zoning District requires attached dwellings when applying for a Conditional Zoning District. These attached dwellings must constitute 10-50% of all residential dwelling units in the proposed district. This requirement by the UDO for projects within a Neighborhood Residential Conditional Zoning District is a built-in mechanism for these flexible projects to include a variety of housing choices, as encouraged by the Comprehensive Plan. As part of this specific proposal, 42

of the 97 proposed units are Attached, all of which are rear-loaded. At 43%, the application has met the requirement for a Neighborhood Residential Conditional Zoning District.

Modified setbacks are proposed, specifically to enhance site design. For example, the minimum front setback proposed for front-loaded garages is 10' larger than the minimum front setback for the rest of the building, in order to set the garage back from the building façade, improving the streetscape and building consistency with Comprehensive Plan expectations for Mixed-Residential Neighborhoods.

Perimeter buffers are also proposed to be modified. The application includes an "enhanced" Type A buffer around the development, incorporating an additional 2 trees and 3 shrubs than the base UDO requirement. This enhancement should improve noise and visual buffering for adjacent properties.

As part of the expectation of Conditional Zoning Districts to help create additional standards to ensure quality development, the application proposes a number of self-imposed architectural standards, including material restrictions, minimum architectural elements on every dwelling, and both color and façade anti-monotony commitments.

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. In response to comments received during the public hearing, the applicant is offering additional road improvements to Rouse Road, including the installation of left and right turn lanes into the site and a fee-in-lieu dedication towards signalization of the intersection at Rouse Road and Piney Grove Wilbon Road. 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.

Meeting Dates: 8/28/2024, 12/18/2024
Summary of Issues:

- Road improvements and traffic along Rouse Road
- Townhome attractiveness
- Buffering
- Water drainage

Legislative Public Hearing

Public Hearing Date: 1/20/2026

Public Hearing Video: https://hollyspringsnc.portal.civicclerk.com/event/638/media (Public Hearing begins at 2:18:55)

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:

- Rouse Road improvements

Planning Board Consideration & Action

Planning Board Meeting Date: 4/28/2026

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 proposed as a result of feedback received during the public hearing (see Exhibit 2 for details):

- Added a commitment to additional roadway widening along Rouse Road for approx. 450' east of the site access drive.
- Added a commitment to the installation of both a right-turn lane and a left-turn lane into the site.
- Added a commitment of $100,000 of improvements to Rouse Road in the form of shoulder widening or as a fee-in-lieu

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 RR to NR-CD is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Mixed Residential Neighborhood and Natural Area, and the NR-CD District provides a mix of residential use types with density concentrated in the center of the project area, as well as preservation of environmental features on the western side of the project area. The requested rezoning is reasonable and in the public interest because it fulfills the goals and objectives of the Comprehensive Plan, including a mix of housing types, appropriate transitions and

connections between adjacent development, a variety of connected open spaces that incorporate existing environmental features, and improvements that help address traffic and safety concerns in the surrounding area.

Potential Zoning Map Amendment Petition Motion(s)
Adopt Ordinance RZ26-03 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve rezoning.

Motion to Approve Development Agreement for Powell Place.

Motion to Approve Utility Allocation for Powell Place.

Exhibit 1 - Summary

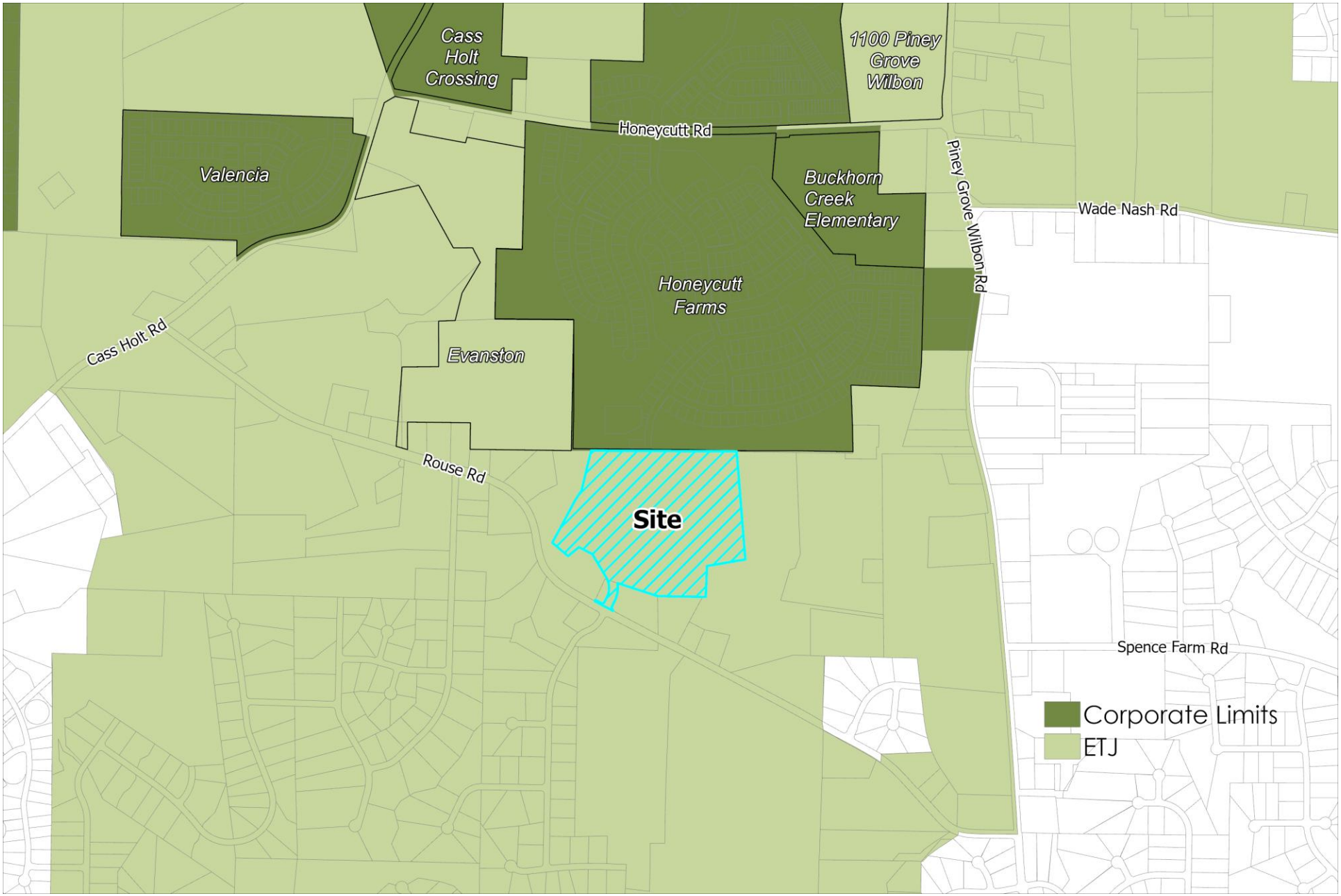
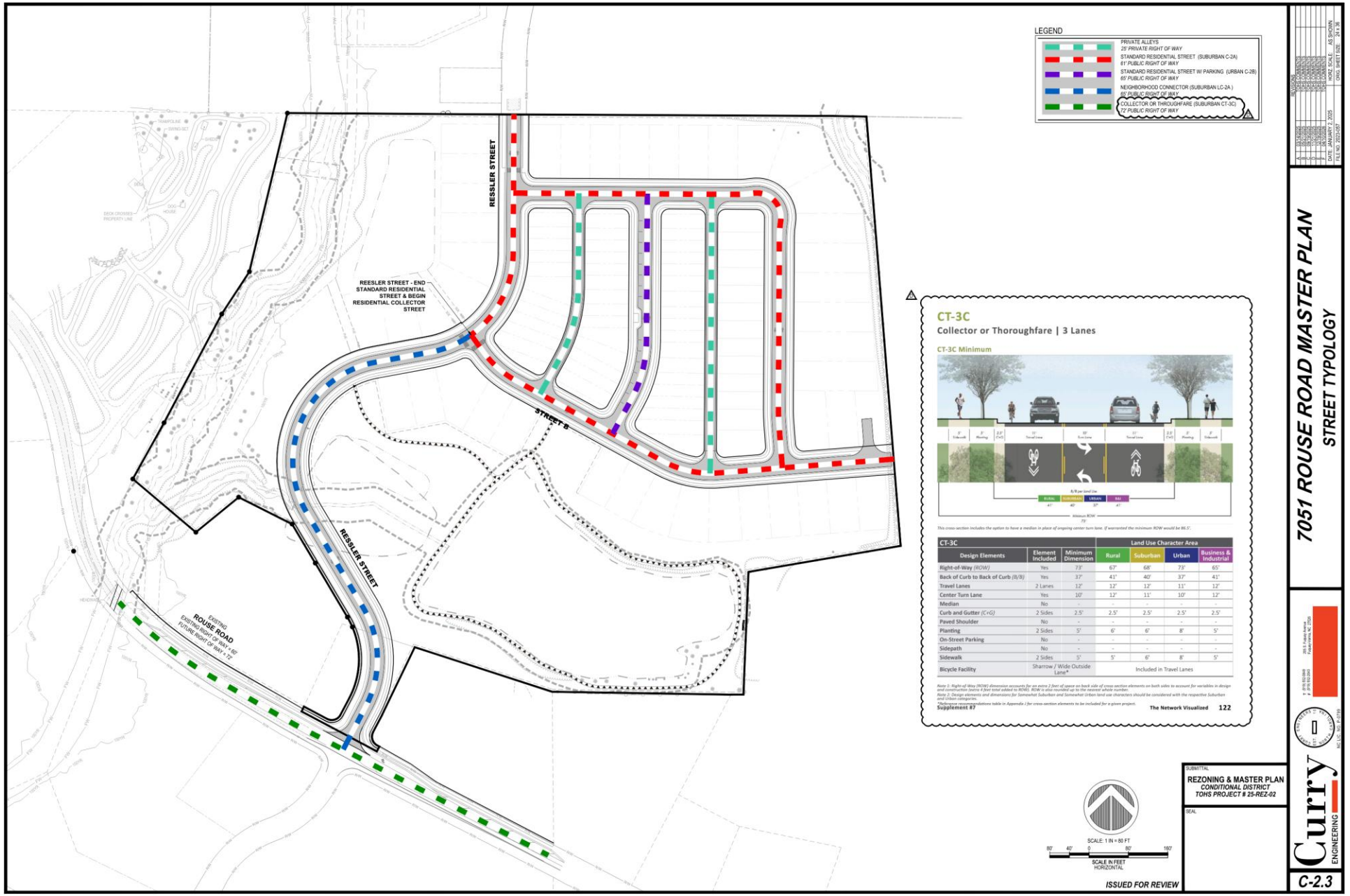


Exhibit 2 – Road Improvements



Planning Board Meeting Date: 4/28/2026

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:
- Traffic and road improvements on Rouse Road and Piney Grove Wilbon Road.

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 (7 - 0) *[2 absent]*

The requested Zoning Map Amendment from RR to NR-CD is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Mixed Residential Neighborhood and Natural Area, and the NR-CD District provides a mix of residential use types with density concentrated in the center of the project area, as well as preservation of environmental features on the western side of the project area. The requested rezoning is reasonable and in the public interest because it fulfills the goals and objectives of the Comprehensive Plan, including a mix of housing types, appropriate transitions and connections between adjacent development, a variety of connected open spaces that incorporate existing environmental features, and improvements that help address traffic and safety concerns in the surrounding area.

Zoning Map Amendment Petition Motion
The Planning Board recommends the Town Council approve Zoning Map Amendment 25-REZ-02 to change the zoning of 32.7 acres of Wake County PINs 0647477441 & 0647465722 from RR Rural Residential to NR-CD Neighborhood Residential - Conditional Zoning District as submitted by Curry Engineering.

The Planning Board voted in favor of the recommendation (6 - 1) *[2 absent]*

Those voting against the motion:

- Ms. Sara Kempin – Concern about the road curvature leading to the entrance of the project on Rouse Road.

Ordinance No. 26-03
Date Submitted: 1/20/2026
Date Adopted: 7/21/2026

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; Section 3: Parks, Recreation and Greenways Master Plan in 2021; and Section 4: Public Facilities; Section 5: Infrastructure & Utilities; and Section 6: Natural Areas in 2025; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 32.7 acres of Wake County PIN #0647477441 and a portion of PIN #0647465722 from RR: Rural Residential to NR-CD: Neighborhood Residential Conditional Zoning District; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Mixed Residential Neighborhood; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on January 20, 2026 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 April 28, 2026 and recommended approval by a vote of 6-1; 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 RR to NR-CD is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Mixed Residential Neighborhood and Natural Area, and the NR-CD District provides a mix of residential use types with density concentrated in the center of the project area, as well as preservation of environmental features on the western side of the project area.

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 it fulfills the goals and objectives of the Comprehensive Plan, including a mix of housing types, appropriate transitions and connections between adjacent development, a variety of connected open spaces that incorporate existing environmental features, and improvements that help address traffic and safety concerns in the surrounding area.

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-02 to change the zoning of PIN #0647477441 and a portion of PIN #0647465722 from RR: Rural Residential to NR-CD: Neighborhood Residential Conditional Zoning District.

The property is subject to all the conditions listed in the Conditional Zoning District Rezoning Master Plan dated 1/2/2025 by Curry Engineering and to include the condition that the property owner/Developer enters into a Transportation Mitigation Agreement with the Town.

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 RR to NR-CD is inconsistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Mixed Residential Neighborhood and Natural Area, and the NR-CD District provides a development that is not compatible with adjacent development and does not preserve sufficient natural area.

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 and not in the public interest because it will have an adverse impact on adjacent properties that are not being mitigated.

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 4 / 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 5 / Part 2:
EFFECTIVE DATE
The provisions of this ordinance shall become effective July 21, 2026 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of July, 2026.

–

Town of Holly Springs by

_____
Michael D. Kondratick, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

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

May 22, 2026

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: 5/19/2026
- Name of development: Powell Place
- Address of rezoning: 7051 & 7121 Rouse Rd (PIN: 0647477441 & 0647465722)
- Total number of proposed residential units: 97
- Type(s) of residential units proposed: 55 Detached Dwellings, 42 Attached Dwellings

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

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	Powell Place
Project Location *Use street address. If none, use closest intersection*	7051 & 7121 Rouse Rd, Holly Springs, NC 27540
	☐Within Corporate Limits ☑ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0647474527; 0647465722
Real Estate ID	0056718; 0082611
Project Acreage	29.82 Acres Partial Parcel? ☑ Yes ☐ No
Current Zoning	Rural Residential
Proposed Zoning	Neighborhood Residential Conditional District (NR-CD)
Current Future Land Use Designation	Mixed Residential Neighborhood
Proposed Future Land Use Designation	Mixed Residential Neighborhood
Small Area Plan Designation *(if applicable)*	N/A
Special Study Scoping Meeting Dates	Sewer Scoping Mtg. 1/25/24; TIA 3/28/24
Sketch Plan Review *(pre-submittal)* Meeting Date:	10/31/24
Neighborhood Meeting Date:	August 28, 2024 and December 18, 2024

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: 3/14/2025

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: Jason Barron/Leticia Shapiro	Company: Morningstar Law Group
Mailing Address: 434 Fayetteville St, Ste 2200	
City, State, Zip: Raleigh, NC 27601	
Telephone: 919-590-0371/919-590-0366	E-Mail: jbarron@morningstarlawgroup.com/tshapiro@morningstarlawgroup.com
Design Professional	
Name: Andy Petty	Company: Curry Engineering
Mailing Address: 205 S. Fuquay Ave.	
City, State, Zip: Fuquay-Varina, NC 27526	
Telephone: (919) 552.0849 x102	E-Mail: andy@curryeng.com
Developer	
Name: Roman Acosta	Company: KB Home Raleigh-Durham, Inc.
Mailing Address: 1800 Perimeter Park Drive, Suite 140	
City, State, Zip: Morrisville, NC 27560	
Telephone: (919) 768-7976	E-Mail: RAcosta@KBHome.com
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: Roman Acosta	Company: KB Home Raleigh-Durham, Inc..
Mailing Address: 1800 Perimeter Park Drive, Suite 140	
City, State, Zip: Morrisville, NC 27560	
Telephone: (919)768-7976	E-Mail: RAcosta@KBHome.com
Property Owner (REQUIRED)	
Name: See Attached.	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:

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

SECTION 1: LAND USE & CHARACTER

See attached

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

See attached

SECTION 3: PARKS, RECREATION

See attached

SECTION 4: COMMUNITY FACILITIES

See attached

SECTION 5: INFRASTRUCTURE & UTILITIES

See attached

SECTION 8: NATURAL RESOURCES

See attached

STATEMENT OF REASONABLENESS

See attached

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.

The proposed development will have sidewalks along both sides of its streets throughout the neighborhood. In addition, future residents will enjoy the character of the area found in the active recreation areas and flex space located throughout the property. Residents will be in close proximity to the future Cass Holt Town Park, increasing access to a variety of open and green spaces. The plan proposes internal streets with sidewalks on both sides which provides a walkable, connected, and expanded pedestrian network. A greenway will connect with the existing greenway and pedestrian infrastructure in the Northern Honeycutt subdivision providing connectivity to adjacent neighborhoods. The proposed rezoning is consistent with the Town's CTP and will provide right-of-way dedication and frontage improvements on Rouse Road as indicated in the Master Plan.

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: 0056718; 0082611 and PIN: 0647474527; 0647465722 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.

Signature of Applicant

<Print Name> Leticia Shapiro

<Entity Name> Morningstar Law Group

<Address> 434 Fayetteville Street, Suite 2200

<City, State Zip> Raleigh, NC 27601

Sworn to or affirmed and subscribed before me this 3 day of January, 2025.

NOTARY PUBLIC:

Official Signature of Notary (Official Seal)

Branden C Foster, Notary Public
Print Name

My commission expires: December 12, 2028

BRANDEN C FOSTER NOTARY PUBLIC HARNETT COUNTY, N.C.

PLAN CONSISTENCY STATEMENT

7051 Rouse Road Rezoning

Executive Summary

The proposed rezoning is a solution to the significant strain the Town of Holly Springs is experiencing as a result of growth and expanding biopharmaceutical manufacturing and biotechnology development. The employment opportunities and quality of life the Town offers make Holly Springs a sought after place to live and work. There is a great need for housing to support its growing workforce. The proposed rezoning will provide a variety of housing options to help ease the housing strain. The single family and townhome housing types will afford residents the opportunity to live near major employers, raise their families, age-in-place, and maintain neighborhood ties. In addition, residents will enjoy living in close proximity to the future Cass Holt Town Park.

In addition, the proposed rezoning will provide residents with active recreation areas, open spaces and tree preservation connected though a robust pedestrian network. The Future Land Use Map ("FLUM") designates the project site as Mixed-Residential Neighborhood. The FLUM description and characteristics of Mixed Residential Neighborhoods specifically call for a comprehensive and connected network of open space, gathering space, tree preservation, organized around a neighborhood-scale park. The proposed rezoning request from Rural Residential (RR) to Neighborhood Residential Conditional District ("NR-CD") is consistent with this designation and provides the ideal use for this location. This project allows for single-family detached to be located adjacent to existing single-family homes in Honeycutt Farms to the north and alley fed townhomes centrally located within the project. Based upon the above, the applicant submits that the zoning of NR-CD is the ideal zoning classification for the subject property. Neighborhood Residential protects, promotes and maintains the development of low to medium density detached dwellings and seeks to create compact neighborhoods in walking and biking distance to Commercial & Mixed Use. The nearby Neighborhood Center on Cass Holt Road in close proximity to the site further justifies that the NR-CD district is ideal for this site.

Section 1: Future Land Use and Community Character

The Town's Land Use and Character Plan implements a vision that preserves the character of the Town while embracing growth such that the quality of life for all citizens is improved and protected. The FLUM illustrates preferred development types and locations within the Town, while the Character Areas focus on shape and form, including but not limited to, site design, land use and density, all supporting the long-term goals for Holly Springs.

A. FUTURE LAND USE

The following specifically addresses Future Land use objectives this proposed rezoning will satisfy.

1) “Establish a series of pedestrian friendly neighborhoods that will enable the town to maintain a “small town” character as it grows and changes.”

Over the years, the Town of Holly Springs has taken an active role in creating a framework within its UDO to ensure this character is preserved through every new development constructed. This “small town” feel can be recognized in the walkability made available through private streets and ample sidewalks within the communities and connecting to the public realm and other neighborhoods. The proposed development will have sidewalks along both sides of its streets throughout the neighborhood. In addition, future residents will enjoy the character of the area found in the active recreation areas and flex space located throughout the property. Residents will be in close proximity to the future Cass Holt Town Park, increasing access to a variety of open and green spaces.

Through the Conditional District Design Guidelines, the developer is committed to providing a community that speaks to the quality and small town feel of the area. This commitment will result in a development that will exhibit the small-town charm the Town expects to preserve for years to come.

The proposed NR-CD zoning district is described in Section 2.1.1 of the UDO to be a district that encourages highly walkable neighborhoods with residential uses designed to be compact in form and utilize a connected street and open space network. The proposed development satisfies these expectations as it offers a mix of single-family and townhome products that will expand housing choices for a variety of income levels allowing residents to grow and age within their own neighborhood, maintaining strong neighborhood ties. In addition, residents will enjoy living in close proximity to the future Cass Holt Town Park.

The proposed development complements the surrounding uses and encourages connectivity to the public realm and other neighborhoods. Residents will enjoy the character of the area while enjoying the development’s active recreation areas, flex space areas, and preservation of the natural environment. Finally, as noted, the development will be located in close proximity to a future Neighborhood Center.

2) “Ensure that new housing is appropriate in type, location and density to minimize environmental impacts and maintain community character.”

The project area is currently zoned Rural Residential (RR). Allowing the rezoning to NR-CD will allow for much-needed housing to support the Town’s growing population and

workforce. The proposed rezoning will provide a mix of single family and townhomes allowing residents to age in place, while preserving the natural environment and keeping with the character of the area. The FLUM designates this area as a Mixed-Residential Neighborhood for which the proposed NR-CD rezoning is consistent according to Table 2.1Zoning – Future Land Use Designations in the Town's Unified Development Ordinance, ("UDO"). The proposed use will provide a neighborhood that is complimentary to the existing community character by delivering a community that embraces the long-term vision for the Town, all while being in close proximity to the future Cass Holt Town Park and a future Neighborhood Center.

3) "Accommodate a variety of housing types that includes single-family, executive housing, townhouses, condominiums, and apartments."

The proposed rezoning consists of both townhomes and single-family dwellings that will provide a mix of housing product types, allowing residents to grow and age in place and support the Town's growing workforce. These housing types present a much-needed housing product, which is a goal of the Comprehensive plan. This goal is also mentioned in the Executive Summary above.

4) "Prevent sprawl and ensure that community services and infrastructure are used strategically and conservatively."

Sprawl, often characterized by non-connected low-density zoning that results in greater construction costs of both road and utility infrastructure is not the character of the proposed development. This proposed development is intended to provide a cohesive 21st century residential neighborhood that will be located near the Honeycutt Farms subdivision and across from a future Neighborhood Center. This development will provide internal connectivity to existing and future development, reducing the impacts of sprawl through density and design.

B. COMMUNITY CHARACTER

The following specifically addresses Community Character objectives this proposed rezoning will satisfy.:

1) "To accommodate a variety of housing types that includes single-family, executive housing, townhouses, condominiums and apartments."

The proposed development will provide much needed housing for the Town and include a variety of townhomes and single-family housing types targeted toward professionals, young families, and empty nesters. The development will also include active recreation and flex space areas for residents to enjoy.

2) “To preserve and protect, where appropriate, agricultural land, green space, woodland and the natural environment.”

The proposed development provides for preservation of stream and perimeter buffers that will allow residents the ability to enjoy the natural environment throughout the neighborhood. In addition, there will be tree preservation consistent with the Town’s tree protection ordinance.

The proposed rezoning request meets both the current and proposed long term vision for the Town as described in the Comprehensive Plan. The close proximity of the site to other residential neighborhoods, retail and services, and the future Cass Holt Town Park, makes this residential development at the proposed density a welcomed part of Holly Springs.

Section 2: Transportation /Comprehensive Transportation Plan

As growth occurs, the traffic impact becomes more and more critical. The Town’s engineering department and the NCDOT work together to investigate potential traffic impacts through a Traffic Impact Analysis. The CTP endeavors to balance land use and effective transportation within the Town. The proposed rezoning is consistent with these Transportation plans and will provide right-of-way dedication and frontage improvements for Rouse Road. The plan proposes internal streets with sidewalks on both sides which provides a walkable, connected, and expanded pedestrian network. The proposed development will provide access stubs to all adjacent properties.

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan

The purpose of the Parks & Recreation Master Plan is to focus on the importance of providing open space and active opportunities for all Town residents. The Master Plan provides guidance on the following Comprehensive Plan objectives:

1) “To physically unite the Town by connecting existing trails, sidewalks, and open spaces.”

The proposed development will contribute to the Town’s sidewalk system on the property frontage and along the interior streets which will allow residents to easily access the public realm, open space, and amenity areas. In addition, the proposed development will provide a greenway that will connect with the existing greenway and pedestrian infrastructure in the Northern Honeycutt subdivision providing connectivity to adjacent neighborhoods.

Section 4: Community Facilities

Community facilities focuses on the need for increased demand for public services as the Town experiences growth. Community facilities include fire, police, EMS, and public

schools. The Comprehensive Plan addresses several objectives, and this rezoning request achieves the following Comprehensive Plan objectives:

1) "Inform developers when proposing new subdivisions – of the need for residents' access to community facilities and the importance to plan appropriately to enable this access."

The development is designed with natural preservation, active recreation areas and flex spaces throughout the development for residents to enjoy. In addition, the developer also plans for community facilities such as police, fire, and EMS when designing development. Interior streets are required to accommodate the largest emergency response vehicle. Staff reviews the submittal to ensure that the vehicle can safety maneuver through all access points and amenity parking areas. Further, Wake County Public Schools require all proposed residential development to submit a residential notification form that outlines the number of units and the year breakdown that they will be completed.

Section 5: Infrastructure and Utilities

The Comprehensive Plan endeavors to ensure that infrastructure such as water, wastewater, stormwater, electric, telecommunications, etc. with respect to new development will adequately handle new growth.

This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Provide infrastructure to meet the needs of residents and development while protecting the environment."

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, as well as provide water and sewer stubs to adjacent properties as required by the UDO. In addition, it is noted that a fire flow analysis is required at Major Subdivision plan. The developer is subject to the Town's water Resources Management Policy. The proposed development has a Priority Level 2 and will include public infrastructure improvements and utilize sustainable design by designing all homes and amenities to LEED accreditation standards.

Section 6: Natural Resources

The Town is challenged with finding a balance between preserving the natural environment and the development of the Town's future. This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Balance development with conservation."

The Town uses several tools throughout the development process to ensure this balance has been thoughtfully approached in the protection of streams and environmental features and a newly adopted tree protection ordinance. The proposed development provides for preservation of stream and perimeter buffers along with surrounding open space that will allow residents the ability to enjoy the natural environment throughout the neighborhood. In addition, there will be tree preservation consistent with the Town's tree protection ordinance.

Statement of Reasonableness

The Town has experienced consistent growth, including a number of new residential subdivisions. The Town staff and officials have worked diligently to ensure that this residential growth grows at a rate that is appropriate for the surrounding area with a specific focus on density.

The proposed project that is the subject of this rezoning request is reasonable, because it aligns with the goals and vision for the Town as outlined in the Comprehensive Plan and the Future Land Use Map. Rezoning of this property to Neighborhood Residential (NR-CD") will provide a much-needed mix of single family and townhomes to support the growing population and workforce, while preserving the natural environment and creating active recreation and flex areas for future residents to enjoy. Because the development is near the future Cass Holt Town Park and the Neighborhood Center the pedestrian-friendly neighborhood with a mix of housing products, creates a desirable community that accommodates existing and future residents.

This rezoning request creates a neighborhood that accounts for environmental protection and preservation while creating a community that will provide much needed housing, active recreation amenities and multimodal connectivity. This neighborhood would be a welcomed part of 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:	August 28, 2024
Meeting Time:	5:30pm-6:30pm
Meeting Location:	Zoom Virtual 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:

None at this time.

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: 9/27/2024

Powell Place Neighborhood Meeting (8/28/2024)

Q&A

1. Will you be doing an engineering test on the dam? **Someone will come out to ensure the damn is working properly.**
2. The problem with having any townhomes is they tend not to attract families, so regardless of what is visible from the road, it will have a negative impact. **Townhomes are increasingly attractive to families, due to their affordability.**
3. You mentioned 18 months to 2 years until you start developing the land. Is that your expected timeframe from now? Or do you expect this to happen quicker? **Development is expected to start in 18 months to two years.**
4. What are the price estimates for single-family homes and townhomes? **It is too early in the process to estimate price point.**
5. How wide will the buffer be along the east side of the project? **A 5 foot Type A buffer is required**.
6. Will road improvements be limited to the property front? **Road improvements, including necessary turn lanes, will be made in front of the property as dictated by the traffic impact study.**
7. What measures are in place for the blue waterway drainage area? **Floodplain analyses are ongoing to determine the impact on the drainage area.**
8. Is there an option to bias to only single-family homes to lower the traffic impact? **The traffic impact between townhomes and single-family homes for projects under 100 lots is minimal, with no significant difference in traffic generation.**
9. Can you speak of changing the zoning to NR-CD instead of suburban residential? **This district allows for flexibility to offer a variety of housing options and lot sizes within the same community, enhancing neighborhood safety and diversity.**
10. Is there an option to not have the development connect to Rouse Rd? **No, This connection is required by the Ordinance.**
11. My question is whether this development will fall under the town of Holly Springs and be on city water, sewer, and trash? **The project will be annexed into the Town of Holly Springs, providing connections to the town's water and sewer systems.**
12. Since putting in the development requires these connections, and the mix of housing it seems the only option to not have those impacts is to not put in the development. Is there an option to not develop the property? **Not at this time.**
13. Regarding the project's proximity to the floodplain, how will increased water flow impact the area? **We adhere to current water management regulations, ensuring proper containment and treatment of runoff from the site.**
14. How will traffic impacts be addressed, especially concerning the increase in water flow? **A traffic impact analysis is underway. Once we receive this information we will have a better idea of any impact.**
15. Concerns about traffic on Rouse Rd and potential safety issues due to the project, particularly the impact on existing traffic patterns. How will this be managed? **We are conducting a traffic study to determine impact.**
16. In response to the floodplain concerns, how will the project's engineering ensure stability and environmental integrity? **Our engineering team will conduct thorough**

geotechnical assessments to ensure stability and mitigate any environmental impact, adhering to stringent regulatory standards for construction near sensitive areas.

17. How does the proposed zoning change align with community and environmental needs, especially regarding the floodplain and traffic concerns? **The zoning modifications are designed to meet community needs while ensuring minimal environmental impact.**
18. How will the Greenway along Buckhorn Creek be incorporated into the project? **We're coordinating with the town to determine greenway placement.**
19. What is the need for specific traffic improvements at the intersection involving Rouse Rd? **Proposed traffic improvements will be determined by the traffic study.**
20. Is there a need for development and its potential to avoid road connectivity challenges? **While the development requires road connectivity for accessibility and public safety, comprehensive studies will ensure minimal impact on existing traffic patterns and neighborhood safety.**

Owner	Mailing Address 1	Mailing Address 2	Mailing Address 3
CAVENDER, KEVIN A CAVENDER, ANNE E	6124 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
LIIMATAINEN, JON D LIIMATAINEN, AMANDA S	7109 WELLSBEE PL	HOLLY SPRINGS NC 27540-9513	
ABT, KAREN LEE ABT, ROBERT C	7101 WELLSBEE PL	HOLLY SPRINGS NC 27540-9513	
POWELL, LUDIE MATTHEWS	7036 ROUSE RD	HOLLY SPRINGS NC 27540-9539	
BASF WYANDOTTE CORPORATION	TAX DEPT	100 PARK AVE	FLORHAM PARK NJ 07932-1049
ALDRIDGE, MALCOLM R ALDRIDGE, WILLIE GREEN	6225 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
ZIEGLER, DARRYLE	6201 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
POWELL, LUDIE LARUE POWELL, PHILIP KESSLER	7036 ROUSE RD	HOLLY SPRINGS NC 27540-9539	
HASTY, MELISSA HASTY, JOHN	349 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
KAYATHI, VIDYASAGAR INAVOLU, ROOPA REDDY	425 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
HEINRICH, JOHN THOMAS HEINRICH, REBECCA	6913 ROUSE RD	HOLLY SPRINGS NC 27540-9538	
MARSHBURN, LATTA M III	6405 CROSS RIDGE DR	HOLLY SPRINGS NC 27540-7808	
HOLLAND, JACKIE O HOLLAND, JANE H	7225 ROUSE RD	HOLLY SPRINGS NC 27540-9544	
HOLLAND, NATHAN BURT HOLLAND, BRADLEY THOMAS	5833 BREEZY PINES LN	HOLLY SPRINGS NC 27540-7641	
SODANO, CAROLINA CONCEPCION ELIZABETH SODANO, SALVATORE	721 RESSLER ST	HOLLY SPRINGS NC 27540-4957	
LEDGER, ADRIAN J LEDGER, MAXINE D	6208 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9579	
SURAPARAJU, MAHESH THANMAYEE BOTLAGUDURU, VENKATA SAI	704 HEADRICK RD	HOLLY SPRINGS NC 27540-5836	
TAN, HAO	336 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
GRACA, PAULA GRACA, VITOR ESTANQUEIRO	6129 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8132	
HOLLAND, RICHARD ANDREW HOLLAND, AUDRA T	2500 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-9750	
ANDLURU, SRAVANI MEKALA, NARASIMHA	233 CRESSIDA WOODS DR	HOLLY SPRINGS NC 27540-5839	
PRINCE, MICHAEL PRINCE, JESSICA	7309 ROUSE RD	HOLLY SPRINGS NC 27540-9546	
SOUTHERLAND, RICHARD L SOUTHERLAND, ERNESTINE	6928 ROUSE RD	HOLLY SPRINGS NC 27540-9585	
MASCOTE, JOSHEUA R LABARBERA-MASCOTE, LISA M	6401 CROSS RIDGE DR	HOLLY SPRINGS NC 27540-7808	
MINOR, LARRY D MINOR, MARJORIE A	6217 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
BARHAM, ARTHUR T JR BARHAM, MARY S	6229 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
POWELL-TEMPLE, LISA L	7009 ROUSE RD	HOLLY SPRINGS NC 27540-9540	
BOCHERT, JASON A BOCHERT, JENNIFER M	6409 CROSS RIDGE DR	HOLLY SPRINGS NC 27540-7853	
MCIVER, SIMEON B POWELL-MCIVER, KELLY	6180 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9729	

THOTA, RAGHUNATH SHANMUGAM, ANANDAVAISHNAVI ARDHANARI	340 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
AGGARWAL, KAPISH KUMAR BASSIN, SURABHI	405 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
OSMAN, EL MOAID ELAMIN A ELMUBARAK, TAGWA	412 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
KEAGY, JAMES THOMAS KEAGY, DIANA BARKER	6121 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8132	
POWELL, LARUE MATTHEWS POWELL, LISA	7009 ROUSE RD	HOLLY SPRINGS NC 27540-9540	
CAVINESS PROPERTIES LLC	2100 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-9260	
ROSEMAN, ERNEST DARWIN ROSEMAN, DEBORAH C	6925 ROUSE RD	HOLLY SPRINGS NC 27540-9538	
KANDIPALLI, VYDEHI SEETHAMRAJU, CHANDRASHEKHAR	400 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
TYLER, SCOTT RICHARD	417 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
ARNOLD, DANNY M	6209 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
JAYNES, JACK TRAN, CYNTHIA	6128 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
M/I HOMES OF RALEIGH LLC	1511 SUNDAY DR STE 100	RALEIGH NC 27607-5195	
VANGAPALLY, PRAVALLIKA BALMOORI, RANJITH KUMAR RAO	421 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
PRAYAGA, VENKATA RAMANA MURTH PADALLAPARTHI, LALITHA S K	332 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
NEMANI, SRI KRISHNA HARSH MOTURU, SWAPNA	333 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
EDWARDS, BYRON SCOTT EDWARDS, SCARLET	6921 ROUSE RD	HOLLY SPRINGS NC 27540-9538	
DUNN, MARCUS BRIAN SCHROEDER DUNN, ALLYSON NICOLE	6112 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
MCIVER, LEIGH ANN	6908 ROUSE RD	HOLLY SPRINGS NC 27540-9537	
JONES, TANYA JONES, MATTHEW L	7213 ROUSE RD	HOLLY SPRINGS NC 27540-9544	
TOWN OF HOLLY SPRINGS	PO BOX 8	HOLLY SPRINGS NC 27540-0008	
EVANS, EDWARD D EVANS, LAURA T	6213 WINDY FARM LN	HOLLY SPRINGS NC 27540-7218	
MCIVER, SIMEON B MCIVER, KELLY POWELL	6180 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9729	
SMITH, CODY JOHN SMITH, NATALIE	808 RESSLER ST	HOLLY SPRINGS NC 27540-4959	
MCIVER, LESLIE E MCIVER, CHRISTINA M	6308 WINDY FARM LN	HOLLY SPRINGS NC 27540-7240	
BLEY, JEFFREY PHILIP BLEY, ANNETTE RACHELLE	6116 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
BARB, PATRICK EMORY BARB, DANIELLE NICOLE	408 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
HODSON, RANDALL II HODSON, ALEXANDRA	353 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
PESAPANE, MARK PESAPANE, MELINDA	404 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
KANMANTHAREDDY, MADHUVARAN REDDY REDDY, SWAPNA KETHI	725 RESSLER ST	HOLLY SPRINGS NC 27540-4957	

PATEL, PREM KELLY, KIMBERLY	324 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
NEUPANE, JEEVAN KANDEL, SARITA	337 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
PANDIRI, LAHARI GOVINDU, HEMANTH KUMAR	237 CRESSIDA WOODS DR	HOLLY SPRINGS NC 27540-5839	
THANNEERU, SUDHARSAN RAO BIYYAPU, KAVITHA	429 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
ROBERTS, KERI FRANCES ROBERTS, CHRISTOPHER DOUGLAS	6109 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9729	
HARSHA RELLU, NAVEEN SRI RELLU, VANI SRILAKSHMI	329 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
REDDIMALLI, RANJITH KUMAR REDDY TUMMALA, SAHAJA	341 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
SREEKUMAR, MANOJKUMAR NARASIMHAN, JAYASHREE	345 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
DUVALL, LESLIE J DUVALL, CLARK E	804 RESSLER ST	HOLLY SPRINGS NC 27540-4959	
CATOR, MICHAEL PETER CATOR, MICHELLE NICOLE	800 RESSLER ST	HOLLY SPRINGS NC 27540-4959	
HEBISHI, KARIM A R HEBISHI, MEGHAN F	409 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
REDDY YELLA, HARI KRISHNA MUNGI, SWATHI	401 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
YERUVA, YOGI REDDY	325 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
KOCH, ROBERT J KOCH, TRACY JO	6200 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9579	
BHATT, POONAM PANDYA, ANKIT	328 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
BAHAMONDE, MEGAN FARRINGTON, KEITHLEY	413 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
CURRENT TENANT	7308 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7051 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	0 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7217 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7121 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	0 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7208 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	0 HEADRICK RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	205 FAXTON WAY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	812 RESSLER ST	HOLLY SPRINGS NC 27540	
CURRENT TENANT	820 RESSLER ST	HOLLY SPRINGS NC 27540	
CURRENT TENANT	6172 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	6181 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	6105 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	124 SERENATA DR	HOLLY SPRINGS NC 27540	

Attendee Report				
Report Generated:	9/26/2024 22:44			
Topic	Webinar ID	Actual Start Time	Actual Duration (minutes)	# Registered
Powell Place Rezoning	875 1990 9786	8/28/2024 17:25	69	11
Host Details				
Attended	User Name (Original Name)	Email	Join Time	Leave Time
Yes	Tish Shapiro	tshapiro@morningstarlaw	8/28/2024 17:25	8/28/2024 18:34
Panelist Details				
Attended	User Name (Original Name)	Email	Join Time	Leave Time
Yes	Roman Acosta	racosta@kbhome.com	8/28/2024 17:30	8/28/2024 18:06
Yes	Andy Petty	andy@curryeng.com	8/28/2024 17:25	8/28/2024 18:34
Yes	Braxton Jones	braxton@ncrealestatepro	8/28/2024 17:30	8/28/2024 18:30
Yes	Jimmy Gaskins	jagaskins@kbhome.com	8/28/2024 17:25	8/28/2024 18:31
Yes	Branden Foster	bfoster@morningstarlawg	8/28/2024 17:25	8/28/2024 18:34
Attendee Details				
Attended	User Name (Original Name)	First Name	Last Name	Email
Yes	Audra Holland	Audra	Holland	audraholland247@yahoo.com
Yes	Steve Mortiboy	Steve	Mortiboy	stevemortiboy@gmail.com
Yes	Steve Mortiboy	Steve	Mortiboy	stevemortiboy@gmail.com
Yes	Diana Keagy	Diana	Keagy	Barker.diana@gmail.com
Yes	Darwin and Debbie Roseman	Darwin and Debbie	Roseman	edr1972wfu@gmail.com
Yes	Karen Abt	Karen	Abt	karen.abt@gmail.com
Yes	Darryle Ziegler	Darryle	Ziegler	darryleziegler@gmail.com
Yes	James Keagy	James	Keagy	email@jimkeagy.com
No	Annette	Annette	Bley	standingfaithful@hotmail.com
Yes	Kevin Cavender	Kevin	Cavender	kevin.cavender@gmail.com
Yes	Michael Hale	Michael	Hale	mike@hales.ws
Yes	Jennifer Caviness Mustian	Jennifer	Caviness Mustian	jenn.mustian@gmail.com
Other Attended				
User Name	Join Time	Leave Time	Time in Session (minutes)	Is Guest
19194277784	8/28/2024 17:32	8/28/2024 18:31	59	Yes

Jason Barron | Partner
434 Fayetteville Street | Suite 2200
Raleigh NC 27601

919-590-0371
jbarron@morningstarlawgroup.com
www.morningstarlawgroup.com

To: Neighboring Property Owner

From: Jason Barron

Date: August 15, 2024

Re: Notice of neighborhood meeting to discuss potential rezoning of a 30.36 acre portion of property located in Holly Springs, North Carolina along Rouse Road having Wake County Parcel Identification Number (PIN) 0647474527, (the "Property"). The Property is approximately 49.10 acres, depicted on the attached Context Map

We are counsel for KB Home North Carolina, Inc., which is considering rezoning the above-captioned Property in the Town of Holly Springs, (the "Town). Consistent with Holly Springs requirements, we are mailing this notice to all owners of properties within 500 ft of the Property. The subject property is highlighted in red on the context map included with this mailing.

The purpose of the rezoning is to facilitate the development of a single family and townhome community. The Conditional District Master Plan enclosed herewith provides the overall concept associated with this proposed community. Currently, the Property is zoned Rural Residential (RR). We are contemplating rezoning the Property to Neighborhood Residential Conditional District (NR-CD).

We will hold a virtual neighborhood meeting on **Wednesday, August 28, 2024**, **5:30 p.m. – 6:30 p.m.** via Zoom to discuss the rezoning. The purpose of the neighborhood meeting is to ensure that nearby property owners are made aware of the proposed rezoning and share comments and questions they may have.

Instructions for registering for and joining the meeting are enclosed.

Please do not hesitate to contact me directly should you have any questions or wish to discuss any issues. I can be reached at 919-590-0371 or jbarron@morningstarlawgroup.com. Also, for more information about rezoning, you may want to visit hollyspringsnc.gov or contact the Town of Holly Springs Planning Department at (919) 557-3908.

Context Map


Cass Holt Rd
Rouse Rd
Rouse Rd
Rouse Rd
Rouse Rd
Sleeping Meadow Ln
Cross Ridge Dr
Oliver Creek Pkwy
Lake Terrace Dr
Powell Ridge Rd
Waltridge Pl
Fred Farm Rd
Piney Grove Wilbon Rd
Hopgood Dowd Rd

How to Participate in the August 28, 2024 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device, go to https://morningstarlaw.group/08282004 to register for the meeting. (Registration is necessary as we are required by the Town of Holly Springs to have a record of attendance.)
    - Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
    - To participate by phone,
    - Dial one of the following numbers:
        - +1 929 436 2866
        - +1 301 715 8592
        - +1 305 224 1968
        - +1 312 626 6799
        - +1 646 931 3860
        - +1 719 359 4580
        - +1 253 205 0468
        - +1 253 215 8782
        - +1 346 248 7799
        - +1 360 209 5623

    REGISTRATION QR CODE

    - Webinar ID: 875 1990 9786
    - Passcode: 801149
    - For attendance purposes as required by the Town of Holly Springs, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty registering, you can call Leticia Shapiro at **(919) 590-0366** or email **tshapiro@morningstarlawgroup.com** prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email **tshapiro@morningstarlawgroup.com** and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at **tshapiro@morningstarlawgroup.com**.

LEGEND

- TREE PRESERVATION / CONSERVATION OPEN SPACE
- ACTIVE OPEN SPACE
- FLEX OPEN SPACE
- SINGLE FAMILY DETACHED PODS
- TOWNHOME PODS
- PROPOSED RESIDENTIAL STREETS
- PROPOSED RESIDENTIAL ALLEYS
- PROPOSED SIDEWALK
- ACCESS POINT

GENERAL NOTES:

1. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE TOWN OF HOLLY SPRINGS UPON COMPLETION.
2. ALL ALLEYS WILL BE PRIVATE AND SHALL BE DEDICATED TO THE SUBDIVISION HOME OWNERS ASSOCIATION.
3. ANY PARKING AREAS, SIDEWALKS OR OTHER PUBLICLY ACCESSIBLE AREAS LOCATED ON PRIVATE LOTS SHALL BE LOCATED INSIDE DEDICATED PUBLIC ACCESS EASEMENTS. THESE SHALL BE SHOWN ON THE PRELIMINARY SUBDIVISION PLANS, CONSTRUCTION DRAWINGS AND FINAL PLAN AND SHALL BE RECORDED AS SUCH. MAINTENANCE OF THESE PUBLICLY ACCESSIBLE AREAS SHALL BE THE RESPONSIBILITY OF THE HOA.

SUMMARY TABLE

PROPOSED ZONING	MP - CONDITIONAL DISTRICT
SITE AREA	36.34 AC
TOTAL TOWNHOME UNITS	43
TOTAL SINGLE FAMILY UNITS	92
GROSS DENSITY	3.73 DU/AC

OPEN SPACE SUMMARY TABLE

TYPE OF OPEN SPACE	AREA	09/30/20 %
REQUIRED OPEN SPACE	11.14 AC	35%
TOTAL OPEN SPACE	11.14 AC	35%
CONSERVATION OPEN SPACE	6.51 AC	21%
ACTIVE OPEN SPACE	1.52 AC	5%
FLEX OPEN SPACE	1.52 AC	5%

SCALE: 1 IN = 80 FT

ISSUED FOR REVIEW

SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 24-REZ-XX

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

C-2.0

Curry ENGINEERING

POWELL PLACE - MASTER PLANS

OVERALL SITE PLAN

REVISIONS

DATE: AUGUST XX, 2024
FILE NO: 2023-017
HORZ. SCALE: AS SHOWN

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:	December 18, 2024
Meeting Time:	5:30pm-6:30pm
Meeting Location:	Zoom Virtual 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:

None at this time.

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: 1/2/2025

Powell Place – Rouse Road
Neighborhood Meeting Notes | December 18, 2024 – 5:30pm

The Neighborhood Meeting (the "**Meeting**") pertaining to the rezoning of property located at 7051 and 7121 Rouse Rd. (the "**Property**") was held on December 18, 2024, via Zoom.

Attorney Shapiro greeted everyone in attendance and began the Meeting at 5:33pm to allow additional participants to register and sign in. Attorney Shapiro began the Meeting by informing participants of the rezoning requirements and the purpose of this additional Meeting being the time lapse since the last Meeting held in August. She then began the presentation starting with an aerial image of the area being rezoned, the process of rezoning, and the current versus the proposed zoning for the Property, and the proposed concept plan for the Property.

Attorney Shapiro began the Q & A session and opened the floor to participants.

Q: Why townhomes this far from the city center?
A (Attorney Shapiro): For the requested proposed zoning, this area is actually conditioned to see more attached and detached dwellings on different sized lots to provide that range of home choices within the same neighborhood. It's what is called for in the comprehensive plan and on the Future Land Use Map.
A (Andy Petty): The Town is looking for a variety of house types and townhomes offer more of a more affordable housing, rather than single family detached, generally, so just more variety of housing types in this specific area – that was decided by the Town and establishment of the comprehensive plan at their land use plan.

Q: Is there any plan to improve the dangerous curve on Rouse as part of this to accommodate the increase in traffic?
A (Attorney Shapiro): We do have a traffic study, and we are making recommended traffic improvements. Traffic is a critical issue the Town takes very seriously. We are currently working with the Town.
A (Andy Petty): We'll do roadway improvements along Rouse Road as needed and as required by the ordinance, but there will not be any change to the vertical curve, the horizontal curve, or the geometry of the existing roadway itself – that would be an NCDOT project.

Q: Will this connect to the new proposed MI extension coming to the west?
A (Andy Petty): We have not been asked to provide a stub to the West as there is a decent sized stream nearby, with a good-sized floodplain on it.

Q: Who would be the person to talk to about road concerns? Would that be included in the Town's review or is that a Wake County since we're outside the city limits? The road is not a full size one and there are accidents monthly between Rouse and Piney Grove. Two deadly in the last couple of months.
A (Andy Petty): If you have road concerns about that existing part of the road, they should be directed to NCDOT. If they are roadway concerns such as potholes, and narrow areas, etc., you would address those to the maintenance division. As far as accidents are concerned, you can report that to the Division of Rouse Road's DOT. The Town wouldn't be able to do a whole lot there; the Town controls the ultimate section through their CTP, which is part of their comprehensive plan.

Q: Is Holly Springs incorporating down this way or will it still be EJT? **(f/u question from above)**
A (Andy Petty): This particular project will be incorporated into the town's corporate limits, but that'll be done through what's called a voluntary annexation application, meaning that the project will voluntarily annex into the Town in order to extend the public services.

Q: Specifically related to the rezoning, what are the plans related to the Property on Rouse and is it a townhome or single-family home site plan? Is that a final decision or are there other opportunities for suggestions?
A: The proposed zoning district is specifically established to protect and promote and maintain the development of detached and attached dwellings on different lot sizes to provide a range of home choices in the same neighborhood. The development plans for 43 townhomes and 52 single family homes, again, it's a preliminary plan and we're in the very beginning stages of the process.

Q: In regards to the road, it seems that the NCDOT is responsible, but what is Holly Spring's involvement and responsibility for improving infrastructure for an area that is unfit for this kind of development at this point in time?
A (Andy Petty): Where the Town comes into play with this is during the rezoning process, we have to do a traffic impact analysis on the project – that is kind of a joint venture between the Town and NCDOT. A traffic consultant will conduct a study and analysis on what the traffic looks like before the development gets out there, and determines what improvements should be done to mitigate traffic that will be generated by the proposed development. The Town then determines capacity of their infrastructure. Once a development makes improvements, then DOT takes over maintenance of the road.

Q: I'm sure the Town is aware of the current conditions of the road and the limited sight distance and S curve that the townhomes would be set in proximity to this area?
A: A lot of that comes into play when they're doing the analysis. Whether it's townhomes or single family homes, things like site distance are still in play no matter what.

Follow up Comment: As far as the townhomes and everything, I think some of my neighbors and myself, our concern is the added traffic in a pretty dangerous curve where to our advantage is to straighten that out and rework that area to help with the additional capacity from the townhomes that are constructed.
A (Andy Petty): If you look on the town's transportation plan as a requirement of this property, we must extend Riesler Street down to Rouse Road. Essentially, we have to connect Riesler to Rouse Road as a requirement; any development in here would be required to tie in that road.

At the conclusion of the Q&A session, Attorney Shapiro thanked all in attendance for their time and informed everyone that the meeting will be kept open until 6:30pm for any additional questions or comments. All attendees left the meeting and the following panelists remained on the Zoom meeting with Attorney Shapiro and Ms. Kuga until adjourning at 6:34pm: Andy Petty, Jimmy Gaskins, Braxton Jones.

Owner	Mailing Address 1	Mailing Address 2	Mailing Address 3
CAVENDER, KEVIN A CAVENDER, ANNE E	6124 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
LIIMATAINEN, JON D LIIMATAINEN, AMANDA S	7109 WELLSBEE PL	HOLLY SPRINGS NC 27540-9513	
ABT, KAREN LEE ABT, ROBERT C	7101 WELLSBEE PL	HOLLY SPRINGS NC 27540-9513	
POWELL, LUDIE MATTHEWS	7036 ROUSE RD	HOLLY SPRINGS NC 27540-9539	
BASF WYANDOTTE CORPORATION	TAX DEPT	100 PARK AVE	FLORHAM PARK NJ 07932-1049
ALDRIDGE, MALCOLM R ALDRIDGE, WILLIE GREEN	6225 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
ZIEGLER, DARRYLE	6201 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
POWELL, LUDIE LARUE POWELL, PHILIP KESSLER	7036 ROUSE RD	HOLLY SPRINGS NC 27540-9539	
HASTY, MELISSA HASTY, JOHN	349 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
KAYATHI, VIDYASAGAR INAVOLU, ROOPA REDDY	425 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
HEINRICH, JOHN THOMAS HEINRICH, REBECCA	6913 ROUSE RD	HOLLY SPRINGS NC 27540-9538	
MARSHBURN, LATTA M III	6405 CROSS RIDGE DR	HOLLY SPRINGS NC 27540-7808	
HOLLAND, JACKIE O HOLLAND, JANE H	7225 ROUSE RD	HOLLY SPRINGS NC 27540-9544	
HOLLAND, NATHAN BURT HOLLAND, BRADLEY THOMAS	5833 BREEZY PINES LN	HOLLY SPRINGS NC 27540-7641	
SODANO, CAROLINA CONCEPCION ELIZABETH SODANO, SALVATORE	721 RESSLER ST	HOLLY SPRINGS NC 27540-4957	
LEDGER, ADRIAN J LEDGER, MAXINE D	6208 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9579	
SURAPARAJU, MAHESH THANMAYEE BOTLAGUDURU, VENKATA SAI	704 HEADRICK RD	HOLLY SPRINGS NC 27540-5836	
TAN, HAO	336 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
GRACA, PAULA GRACA, VITOR ESTANQUEIRO	6129 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8132	
HOLLAND, RICHARD ANDREW HOLLAND, AUDRA T	2500 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-9750	
ANDLURU, SRAVANI MEKALA, NARASIMHA	233 CRESSIDA WOODS DR	HOLLY SPRINGS NC 27540-5839	
PRINCE, MICHAEL PRINCE, JESSICA	7309 ROUSE RD	HOLLY SPRINGS NC 27540-9546	
SOUTHERLAND, RICHARD L SOUTHERLAND, ERNESTINE	6928 ROUSE RD	HOLLY SPRINGS NC 27540-9585	
MASCOTE, JOSHEUA R LABARBERA-MASCOTE, LISA M	6401 CROSS RIDGE DR	HOLLY SPRINGS NC 27540-7808	
MINOR, LARRY D MINOR, MARJORIE A	6217 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
BARHAM, ARTHUR T JR BARHAM, MARY S	6229 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
POWELL-TEMPLE, LISA L	7009 ROUSE RD	HOLLY SPRINGS NC 27540-9540	
BOCHERT, JASON A BOCHERT, JENNIFER M	6409 CROSS RIDGE DR	HOLLY SPRINGS NC 27540-7853	
MCIVER, SIMEON B POWELL-MCIVER, KELLY	6180 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9729	

THOTA, RAGHUNATH SHANMUGAM, ANANDAVAISHNAVI ARDHANARI	340 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
AGGARWAL, KAPISH KUMAR BASSIN, SURABHI	405 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
OSMAN, EL MOAID ELAMIN A ELMUBARAK, TAGWA	412 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
KEAGY, JAMES THOMAS KEAGY, DIANA BARKER	6121 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8132	
POWELL, LARUE MATTHEWS POWELL, LISA	7009 ROUSE RD	HOLLY SPRINGS NC 27540-9540	
CAVINESS PROPERTIES LLC	2100 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-9260	
ROSEMAN, ERNEST DARWIN ROSEMAN, DEBORAH C	6925 ROUSE RD	HOLLY SPRINGS NC 27540-9538	
KANDIPALLI, VYDEHI SEETHAMRAJU, CHANDRASHEKHAR	400 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
TYLER, SCOTT RICHARD	417 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
ARNOLD, DANNY M	6209 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9581	
JAYNES, JACK TRAN, CYNTHIA	6128 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
M/I HOMES OF RALEIGH LLC	1511 SUNDAY DR STE 100	RALEIGH NC 27607-5195	
VANGAPALLY, PRAVALLIKA BALMOORI, RANJITH KUMAR RAO	421 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
PRAYAGA, VENKATA RAMANA MURTH PADALLAPARTHI, LALITHA S K	332 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
NEMANI, SRI KRISHNA HARSH MOTURU, SWAPNA	333 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
EDWARDS, BYRON SCOTT EDWARDS, SCARLET	6921 ROUSE RD	HOLLY SPRINGS NC 27540-9538	
DUNN, MARCUS BRIAN SCHROEDER DUNN, ALLYSON NICOLE	6112 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
MCIVER, LEIGH ANN	6908 ROUSE RD	HOLLY SPRINGS NC 27540-9537	
JONES, TANYA JONES, MATTHEW L	7213 ROUSE RD	HOLLY SPRINGS NC 27540-9544	
TOWN OF HOLLY SPRINGS	PO BOX 8	HOLLY SPRINGS NC 27540-0008	
EVANS, EDWARD D EVANS, LAURA T	6213 WINDY FARM LN	HOLLY SPRINGS NC 27540-7218	
MCIVER, SIMEON B MCIVER, KELLY POWELL	6180 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9729	
SMITH, CODY JOHN SMITH, NATALIE	808 RESSLER ST	HOLLY SPRINGS NC 27540-4959	
MCIVER, LESLIE E MCIVER, CHRISTINA M	6308 WINDY FARM LN	HOLLY SPRINGS NC 27540-7240	
BLEY, JEFFREY PHILIP BLEY, ANNETTE RACHELLE	6116 POWELL RIDGE RD	HOLLY SPRINGS NC 27540-8131	
BARB, PATRICK EMORY BARB, DANIELLE NICOLE	408 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
HODSON, RANDALL II HODSON, ALEXANDRA	353 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
PESAPANE, MARK PESAPANE, MELINDA	404 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
KANMANTHAREDDY, MADHUVARAN REDDY REDDY, SWAPNA KETHI	725 RESSLER ST	HOLLY SPRINGS NC 27540-4957	

PATEL, PREM KELLY, KIMBERLY	324 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
NEUPANE, JEEVAN KANDEL, SARITA	337 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
PANDIRI, LAHARI GOVINDU, HEMANTH KUMAR	237 CRESSIDA WOODS DR	HOLLY SPRINGS NC 27540-5839	
THANNEERU, SUDHARSAN RAO BIYYAPU, KAVITHA	429 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
ROBERTS, KERI FRANCES ROBERTS, CHRISTOPHER DOUGLAS	6109 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9729	
HARSHA RELLU, NAVEEN SRI RELLU, VANI SRILAKSHMI	329 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
REDDIMALLI, RANJITH KUMAR REDDY TUMMALA, SAHAJA	341 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
SREEKUMAR, MANOJKUMAR NARASIMHAN, JAYASHREE	345 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
DUVALL, LESLIE J DUVALL, CLARK E	804 RESSLER ST	HOLLY SPRINGS NC 27540-4959	
CATOR, MICHAEL PETER CATOR, MICHELLE NICOLE	800 RESSLER ST	HOLLY SPRINGS NC 27540-4959	
HEBISHI, KARIM A R HEBISHI, MEGHAN F	409 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
REDDY YELLA, HARI KRISHNA MUNGI, SWATHI	401 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
YERUVA, YOGI REDDY	325 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
KOCH, ROBERT J KOCH, TRACY JO	6200 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540-9579	
BHATT, POONAM PANDYA, ANKIT	328 FAXTON WAY	HOLLY SPRINGS NC 27540-5840	
BAHAMONDE, MEGAN FARRINGTON, KEITHLEY	413 FAXTON WAY	HOLLY SPRINGS NC 27540-5841	
CURRENT TENANT	7308 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7051 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	0 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7217 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7121 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	0 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	7208 ROUSE RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	0 HEADRICK RD	HOLLY SPRINGS NC 27540	
CURRENT TENANT	205 FAXTON WAY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	812 RESSLER ST	HOLLY SPRINGS NC 27540	
CURRENT TENANT	820 RESSLER ST	HOLLY SPRINGS NC 27540	
CURRENT TENANT	6172 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	6181 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	6105 OLIVER CREEK PKWY	HOLLY SPRINGS NC 27540	
CURRENT TENANT	124 SERENATA DR	HOLLY SPRINGS NC 27540	

Attendee Report				
Report Generated:	12/30/2024 22:21			
Topic	Webinar ID	Actual Start Time	Actual Duration (minutes)	# Registered
Powell Place - Rouse Rd. Rezon	885 3683 7254	12/18/2024 17:16	79	14
Host Details				
Attended	User Name (Original Name)	Email	Join Time	Leave Time
Yes	Leticia Shapiro	tshapiro@morningstarlawgroup.com	12/18/2024 17:16	12/18/2024 18:34
Panelist Details				
Attended	User Name (Original Name)	Email	Join Time	Leave Time
Yes	Andy Petty	andy@curryeng.com	12/18/2024 17:29	12/18/2024 18:34
Yes	Jimmy Gaskins	jagaskins@kbhome.com	12/18/2024 17:30	12/18/2024 17:35
Yes	Jimmy Gaskins	jagaskins@kbhome.com	12/18/2024 17:34	12/18/2024 18:34
Yes	Braxton Jones	braxton@ncrealestatepro.com	12/18/2024 17:39	12/18/2024 18:34
Yes	Ileigh Kuga	ikuga@morningstarlawgroup.com	12/18/2024 17:16	12/18/2024 18:34
Attendee Details				
Attended	User Name (Original Name)	First Name	Last Name	Email
Yes	Edward Evans	Edward	Evans	Solemn13@gmail.com
Yes	Darryle Zielger	Darryle	Zielger	darrylezieglер@gmail.com
Yes	Courtney Rousseau	Courtney	Rousseau	mcrousse@nc.rr.com
Yes	Karen Abt	Karen	Abt	karen.abt@gmail.com
No	Marissa	Marissa	Mortiboy	Marissamortiboy@gmail.com
No	William	William	Bass	mrbillbass@yahoo.com
No	Maxine	Maxine	Ledger	maxine.ledger@gmail.com
Yes	Elizabeth Ehresman	Elizabeth	Ehresman	elizabeth@ehresman.org
No	Adrian	Adrian	Ledger	adrian.ledger@gmail.com
No	Tracy	Tracy	Cooper	tracy.tcturbo.cooper@gmail.com
Yes	Lauren Howard	Lauren	Howard	laurenhoward05@gmail.com
Yes	Jessica Prince	Jessica	Prince	jpma614@yahoo.com
Yes	Curt Pasfield	Curt	Pasfield	curtpasfield@gmail.com
Yes	Jeff Barfield	Jeff	Barfield	Barfield.jb@gmail.com

Jason Barron | Partner
434 Fayetteville Street | Suite 2200
Raleigh NC 27601

919-590-0371
jbarron@morningstarlawgroup.com
www.morningstarlawgroup.com

To: Neighboring Property Owner

From: Jason Barron

Date: December 6, 2024

Re: Notice of neighborhood meeting to discuss potential rezoning of a 30.36 acre portion of property located in Holly Springs, North Carolina along Rouse Road having Wake County Parcel Identification Number (PINs) 0647474527& 0647465722 (the "Property"). The Property is approximately 51.94 acres, depicted on the attached Context Map

We are counsel for KB Home North Carolina, Inc., which is considering rezoning the above-captioned Property in the Town of Holly Springs, (the "Town). Consistent with Holly Springs requirements, we are mailing this notice to all owners of properties within 500 ft of the Property. The subject property is highlighted in red on the context map included with this mailing.

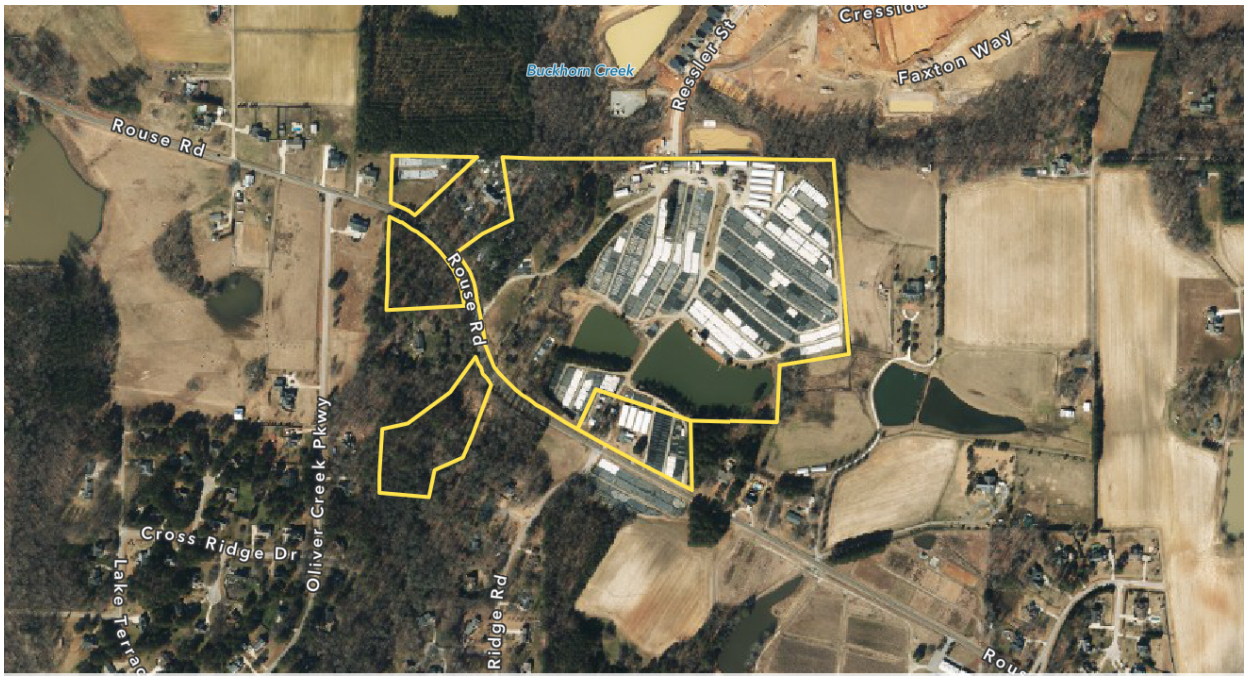
As you may be aware, a neighborhood meeting regarding the property was held on August 28, 2024, to discuss the potential rezoning. While the details of the potential rezoning have not changed, we are conducting a second meeting due to the length of time that has passed between the first meeting and our anticipated application submittal date of January 3, 2025. To that end, we will hold a virtual neighborhood meeting on **Wednesday, December 18, 2024, from 5:30 p.m. – 6:30 p.m.** via Zoom.

The purpose of the rezoning is to facilitate the development of a single family and townhome community. The Conditional District Master Plan enclosed herewith provides the overall concept associated with this proposed community. Currently, the Property is zoned Rural Residential (RR). We are contemplating rezoning the Property to Neighborhood Residential Conditional District (NR-CD).

Instructions for registering for and joining the meeting are enclosed.

Please do not hesitate to contact me directly should you have any questions or wish to discuss any issues. I can be reached at 919-590-0371 or jbarron@morningstarlawgroup.com. Also, for more information about rezoning, you may want to visit hollyspringsnc.gov or contact the Town of Holly Springs Planning Department at (919) 557-3908.

Context Map


Buckhorn Creek
Ressler St
Faxton Way
Rouse Rd
Rouse Rd
Cross Ridge Dr
Oliver Creek Pkwy
Ridge Rd

How to Participate in the December 18, 2024 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device, go to https://morningstarlaw.group/12182024 to register for the meeting. (Registration is necessary as we are required by the Town of Holly Springs to have a record of attendance.)
    - Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
    - To participate by phone,
    - Dial one of the following numbers:
        - +1 929 436 2866
        - +1 301 715 8592
        - +1 305 224 1968
        - +1 312 626 6799
        - +1 646 931 3860
        - +1 719 359 4580
        - +1 253 205 0468
        - +1 253 215 8782
        - +1 346 248 7799
        - +1 360 209 5623

    REGISTRATION QR

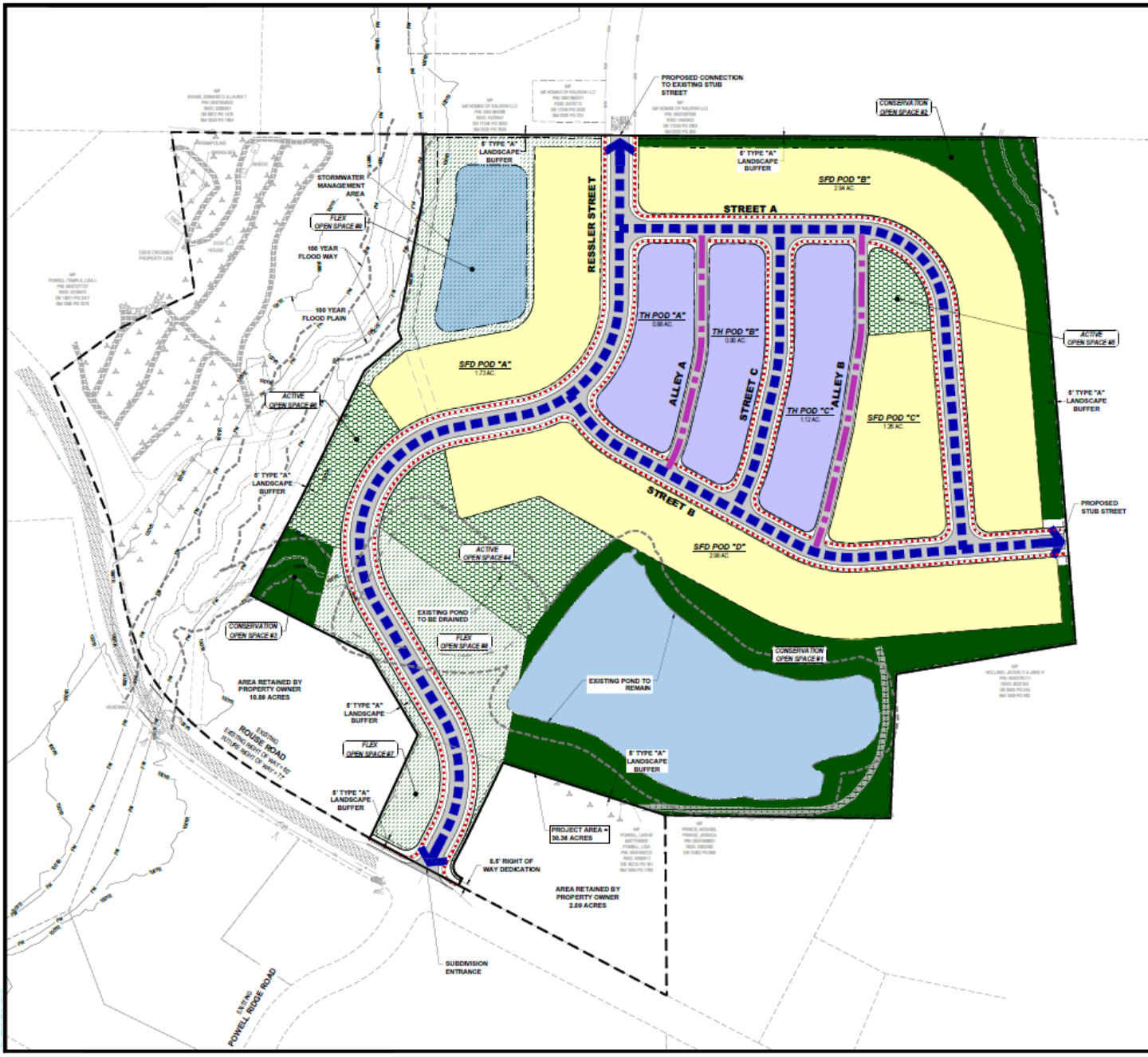
    - Webinar ID: 885 3683 7254
    - Passcode: 781826
    - For attendance purposes as required by the Town of Holly Springs, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty registering, you can call Leticia Shapiro at (919) 590-0366 or email tshapiro@morningstarlawgroup.com prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email tshapiro@morningstarlawgroup.com and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at tshapiro@morningstarlawgroup.com.



LEGEND

- TREE PRESERVATION / CONSERVATION OPEN SPACE
- ACTIVE OPEN SPACE
- FLEX OPEN SPACE
- SINGLE FAMILY DETACHED PODS
- TOWNHOME PODS
- PROPOSED RESIDENTIAL STREETS
- PROPOSED RESIDENTIAL ALLEYS
- PROPOSED SIDEWALK
- ACCESS POINT

GENERAL NOTES:

1. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE TOWN OF HOLLY SPRINGS UPON COMPLETETION.
2. ALL ALLEYS WILL BE PRIVATE RIGHT OF WAYS AND SHALL BE DEDICATED TO THE SUBDIVISION HOME OWNERS ASSOCIATION (HOA) ONCE ESTABLISHED.
3. ANY PARKING AREAS, SIDEWALKS OR OTHER PUBLICLY ACCESSIBLE AREAS LOCATED ON PRIVATE LOTS SHALL BE LOCATED INSIDE DEDICATED PUBLIC ACCESS EASEMENTS. THESE SHALL BE SHOWN ON THE PRELIMINARY SUBDIVISION PLANS, CONSTRUCTION DRAWINGS AND FINAL PLAN AND SHALL BE RECORDED AS SUCH. MAINTENANCE OF THESE PUBLICLY ACCESSIBLE AREAS SHALL BE THE RESPONSIBILITY OF THE HOA.

SUMMARY TABLE

PROPOSED ZONING	NR - CONDITIONAL DISTRICT
SITE AREA	30.36 AC
TOTAL TOWNHOME UNITS	43
TOTAL SINGLE FAMILY UNITS	52
MAXIMUM DENSITY	3.13 DU/AC

OPEN SPACE SUMMARY TABLE

TYPE OF OPEN SPACE	AREA	GROSS %
REQUIRED OPEN SPACE		
TOTAL OPEN SPACE	9.11 AC	30%
CONSERVATION OPEN SPACE	6.07 AC	20%
ACTIVE OPEN SPACE	1.52 AC	5%
FLEX OPEN SPACE	1.52 AC	5%

SCALE: 1 IN = 80 FT

SCALE IN FEET
HORIZONTAL

ISSUED FOR REVIEW

SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 24-REZ-XX

SEAL
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
SEAL 36823
ANDREW S. PETTY

Curry ENGINEERING

C-2.0

POWELL PLACE - MASTER PLANS
OVERALL SITE PLAN

DATE: AUGUST XX, 2024
FILE NO. 2025-457
HORIZ. SCALE: AS SHOWN
ORIG. SCALE: 1"=80'

REVISIONS

AFFIDAVIT OF OWNER'S CONSENT

Before me personally appeared LISA L. POWELL, TRUSTEE 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:

0647474527	0647465722

and does hereby authorize Roman Acosta KB Home Raleigh-Durham Inc.
Jason Barron/Leticia Shapiro Morningstar Law Group to act

(name of representative/applicant)

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

Lisa L Powell

Signature of Owner
Lisa Powell, Trustee of the Philip Todd Powell Grantor Trust Agreement dated Jan 10, 1996
Print Name: Philip Todd Powell
Address: 7021 Rouse Road
City, State, Zip: Holly Springs NC 27540

Sworn to or affirmed and subscribed before me this 27 day of September, 2024.

NOTARY PUBLIC:

Official Signature of Notary

James S. Adcock III, Notary Public
Print Name

My commission expires: 9/14/2027

(Official Seal)
JAMES S. ADCOCK III
NOTARY
PUBLIC
WAKE COUNTY, NC

AFFIDAVIT OF OWNER'S CONSENT

Before me personally appeared LUDIE LARUE POWELL 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:

0647474527	0647465722

Roman Acosta KB Home Raleigh-Durham Inc.
Jason Barron/Leticia Shapiro Morningstar Law Group

and does hereby authorize _____ to act

(name of representative/applicant)

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

Ludie LaRue Powell

Signature of Owner

Print Name: Ludie Larue Powell
Address: 7036 Rouse Rd.
City, State, Zip: Holly Springs, NC 27540

Sworn to or affirmed and subscribed before me this 27 day of September, 2024.

NOTARY PUBLIC:

Official Signature of Notary

(Official Seal)

JAMES S. ADCOCK III
NOTARY
PUBLIC
WAKE COUNTY, NC

James S. Adcock III, Notary Public
Print Name

My commission expires: 9/14/2027

AFFIDAVIT OF OWNER'S CONSENT

Before me personally appeared Lisa LaRue Powell 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:

0647474527	0647465722

and does hereby authorize Roman Acosta KB Home Raleigh-Durham Inc. Jason Barron/Leticia Shapiro Morningstar Law Group to act

(name of representative/applicant)

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

Lisa LaRue Powell

Signature of Owner

Print Name: Lisa LaRue Powell
Address: 7009 Rouse Road
City, State, Zip: Holly Springs NC 27540

Sworn to or affirmed and subscribed before me this 27 day of September, 2024.

NOTARY PUBLIC:

Official Signature of Notary

(Official Seal)

JAMES S. ADCOCK III NOTARY PUBLIC WAKE COUNTY, NC

James S. Adcock III, Notary Public
Print Name

My commission expires: 9/14/2027

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: 0056718; 0082611 and PIN: 0647474527; 0647465722 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.

Signature of Applicant

<Print Name> Leticia Shapiro

<Entity Name> Morningstar Law Group

<Address> 434 Fayetteville Street, Suite 2200

<City, State Zip> Raleigh, NC 27601

Sworn to or affirmed and subscribed before me this 3 day of January, 2025.

NOTARY PUBLIC:

Official Signature of Notary (Official Seal)

Branden C Foster, Notary Public
Print Name

My commission expires: December 12, 2028

BRANDEN C FOSTER NOTARY PUBLIC HARNETT COUNTY, N.C.

7051 ROUSE ROAD MASTER PLAN

TOWN OF HOLLY SPRINGS
WAKE COUNTY, NORTH CAROLINA

CONDITIONAL REZONING SUBMITTAL

TOWN OF HOLLY SPRINGS PROJECT #25-REZ-02 / PLRZ202500005)

1st SUBMITTAL TO TOWN OF HOLLY SPRINGS: JANUARY 3, 2025
2nd SUBMITTAL TO TOWN OF HOLLY SPRINGS: MARCH 14, 2025
3rd SUBMITTAL TO TOWN OF HOLLY SPRINGS: MAY 21, 2025
4th SUBMITTAL TO TOWN OF HOLLY SPRINGS: SEPTEMBER 19, 2025
5TH SUBMITTAL TO TOWN OF HOLLY SPRINGS: NOVEMBER 21, 2025
~~6TH SUBMITTAL TO TOWN OF HOLLY SPRINGS: NOVEMBER 21, 2025~~
△5 7TH SUBMITTAL TO TOWN OF HOLLY SPRINGS: APRIL 10, 2026

DRAWING INDEX

C-0.0	COVER SHEET
C-0.1	DESIGN MANUAL SHEET
C-1.0	BOUNDARY SURVEY
C-1.2	TREE SAMPLE PLAN
C-2.0	OVERALL SITE PLAN
C-2.2	OPEN SPACE PLAN
C-2.3	STREET TYPOLOGY
C-2.4	STREET SECTIONS
C-3.0	OVERALL UTILITY PLAN
C-4.0	OVERALL DRAINAGE PLAN
L-1.0	LANDSCAPE & BUFFER PLAN

CONDITIONS OF APPROVAL:

1. THE DEVELOPMENT WOULD BE LOCATED OUTSIDE OF ANY PARK SEARCH AREAS AND WOULD BE SUBJECT TO THE PAYMENT OF A FEE-IN-LIEU OF PARKLAND DEDICATION RATHER THAN THE DIRECT DEDICATION OF LAND AS PART OF THIS RESIDENTIAL DEVELOPMENT PROPOSAL. PLEASE SEE UDO TABLE 4.2-A FOR MORE.
2. ALL IMPROVEMENT RECOMMENDATIONS PER THE APPROVED TRAFFIC IMPACT ANALYSIS SHALL BE DESIGNED & CONSTRUCTED WITH THIS DEVELOPMENT.

PROJECT TEAM CONTACT INFORMATION

Surveyor:

Bateman Civil Survey Company
2524 Reliance Avenue
Apex, NC 27539
919.577.1080
Contact: Brandon Nelson
bnelson@batemancivilsurvey.com

Civil Engineering:

The Curry Engineering Group, PLLC
NC License # P-0799
205 S. Fuquay Ave
Fuquay-Varina, NC 27526
919.552.0849 (o)
910.624.5215 (m)
Contact: Andrew Petty, PE
andy@curryeng.com

Land Use Attorney:

Morningstar Law Group
434 Fayetteville Street, Suite 2200
Raleigh, NC 27601
919.590.0370
Contact: Jason Barron & Tish Shapiro
jbarron@morningstarlawgroup.com
tshapiro@morningstarlawgroup.com

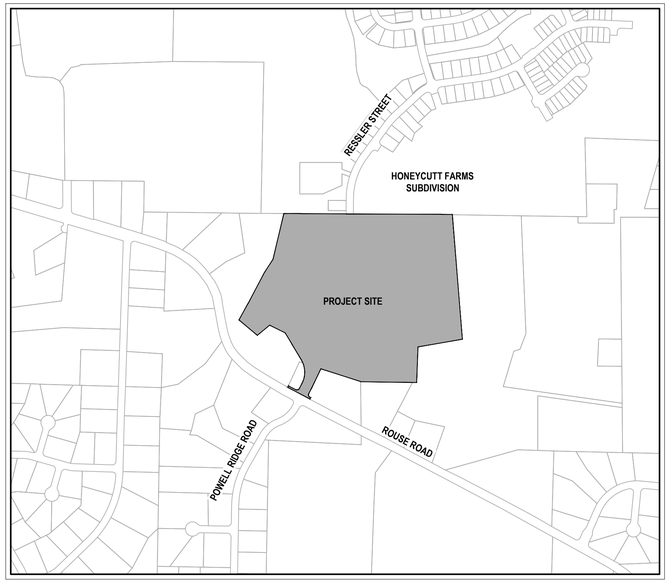
Property Owners:

Larue Powell & Phillip Powell
7036 Rouse Road
Holly Springs, NC 27540

Larue Powell & Lisa Powell
7009 Rouse Road
Holly Springs, NC 27540

Developer:

KB Homes - Raleigh Durham
1800 Perimeter Park Drive, Suite 140
Morrisville, NC 27560
919-768-7976
Contact: Roman Acosta
racosta@kbhome.com



VICINITY MAP
SCALE: 1" = 500'

ISSUED FOR REVIEW

SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

REVISIONS

A	01/13/2025	TOHS COMMENTS
B	05/21/2025	TOHS COMMENTS
C	09/19/2025	TOHS COMMENTS
D	11/21/2025	TOHS COMMENTS
E	12/15/2025	TOHS COMMENTS
F	04/10/2026	TOHS COMMENTS

DATE: JANUARY 2, 2025
FILE NO: 2023-057
HORZ. SCALE: AS SHOWN
ORIG. SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN
COVER SHEET

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526
T (919) 552-0849
F (919) 552-2043
NC LIC. NO. P-0799

Curry ENGINEERING

C-0.0

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-0.0 COVER SHEET.DWG
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DESIGN DEVELOPMENT MANUAL

SITE INFORMATION	
General Information	
Location	0 Rouse Road 7051 Rouse Road (Portion) 7121 Rouse Road (portion) Holly Springs, NC 27540
County	Wake
Parent PIN	0647477441 0647460919 (portion) 0647-46-5722 (portion)
Total Property Area (ac)	51.94
Project Boundary (ac)	32.70
Town Jurisdiction	Holly Springs
Existing Zoning	Rural Residential (RR)
Proposed Zoning	Neighborhood Residential Conditional
Current Use	Residential C Nursery
Proposed Use	Mixed Residential Neighborhood
River Basin	Cape Fear
Surface Water Classification	Buckhorn Creek (18-7-(1)) C;
Watershed	None
FEMA Map Panel Number	3720064700K
Density Calculations	
Maximum Allowable Density (units/ac)	8
Maximimum Allowable Units	262
Proposed Number of Units	97
Proposed Density (units/ac)	2.97
Proposed Gross Density (units/ac)	3.60
Lot Summary	
Proposed Number of Front Loaded Detached Dwelling Units	42
Proposed Number of Rear Load Detached Dwelling Units	13
Proposed Number of Rear Load Attached Dwelling Units	42

DIMENSIONAL STANDARDS		
	UDO Requirement	**CD Proposed**
DEVELOPMENT INTENSITY		
Development Density		
Maximum Gross Density (units/ac)	8	3.60
Maximum Number of Units (#)	262	97
Open Space C Conservation Areas	Refer to Open Space Table	
Attached Dwelling Units		
Minimum Units (%)	10%	10%
Maximum Units (%)	50%	43%
LOT CONFIGURATION		
Minimum Lot Area		
Detached Dwelling Units (sf)	Average ≥ 5,000	Average ≥ 5,000
Attached Dwelling Units (sf)	None	None
Other Buildings (sf)	10,000	
Minimum Lot Width at the Setback Line		
Detached Dwellings (sf)	26	35
Attached Dwelling (sf)	18	20
Minimum Lot Frontage		
All Buildings (sf)	18	20
Minimum Lot Frontage for a Driveway		
Detached Dwellings	60	
BUILDING PLACEMENT		
Primary Building Setbacks		
Detached Dwelling Units		
Minimum Front (ft) when rear loaded	5	5
Minimum Front (ft) when front loaded	20	20
Minimum Front-loaded Garage (ft)	25	25
Side - Interior (ft)	5	5
Side - Corner (ft)	5	5
Rear (ft)	20	20
Rear from Alley Centerline (ft)	15	32.5
Attached Dwelling Units		
Minimum Front (ft) when rear loaded	5	5
Side - Interior (ft)	5	5
Side - Corner (ft)	5	5
Rear (ft)	20	20
Rear from Alley Centerline (ft)	15	32.5
Building to Building (ft)	N/A	10
Building Height		
Primary Building	50	35
Accessory Building	25	25

ALLOWABLE USES
Residential Use District
Detached Dwelling
Attacehd Dwelling - Townhome
Recreational Uses *
Residential Accessory Uses **
* Recreational uses are limited to those associated with subdivision amenities. ** Accessory uses are limited to those uses and structures per Town of Holly Springs UDO Section 3.4.2.

ARCHITECTURAL STANDARDS	
ROOFING	
Material Options	Primary Roofs: Architectural Asphalt Shingles
Structure	12" Eaves Minimum
Character Elements	Must Include Two of the Following: 1. Reverse Gable 2. Hip Roof 3. Change in roof line direction or height shift in roof plane (either vertically or horizontally)
FOUNDATION TYPE	
Foundation Type	Town Homes will be Slab on Grade Construction.
	Single Family Detached Homes will be turndown slab with 12" foundation height
FAÇADE	
No two lots with a shared property line shall have the same front elevation or primary colors	
Siding Material	Minimum of 35% shall be Type 1 Building Material as defined in UDO Section 8.2.G.2.a. Remaining materials shall be Type 2. Type 3 and Type 4 materials are prohibitted.
Windows	Street-facing elevations must include Shutters and 4" window trim
Garage Doors	Street-facing garage doors shall use carriage style paneling and include windows in upper panels and craftsman hardware.
ENERGY	
Minimum of 1 Light-duty Electric Vehicle Supply Equipment Home Installation (EVSE-Home) 240-volt charging outlet per unit, to be wired in the garage.	
All homes shall be designed to be ENERGY STAR® certified	

WATER MANAGEMENT POLICY	
Allocation Assignment	
Allocation Assignment	Residential
Priority Level	2
Committed Allocation Elements	
Public Infrastructure Improvements	All SCMs shall be constructed as vegetated constructed wetland standards per the NCDENR
Sustainable Design	All Homes shall be designed to LEED accreditation standards, obtaining a minimum of 40 points on the Leed_v4.1 Residential Single Scorecard. This scorecard shall be filled out for each primary structure the neighborhood and submitted with building permit application.

OPEN SPACE STANDARDS				
	UDO Requirement		**CD Proposed**	
OPEN SPACE QUANTITY STANDARDS				
Open Space Areas	*%*	*acres*	*%*	*acres*
Tree Preservation / Reforestation	20%	6.54	21%	6.84
Active Open Space	5%	1.64	17%	5.69
Flex Open Space	5%	1.64	8%	2.63
Total Open Space	30%	9.81	47%	15.29
OPEN SPACE PERFORMANCE STANDARDS				
Tree Preservation Areas	Preservation of existing trees & reforestation areas			
Active Open Space Areas	Dog Park, Benches, Shade Structure or Pavilion, Nature Trails, Greenways, Playground, Play Lawn, Community Gardens, Pet Waste Stations			
Flex Open Space Areas	Presevation of existing land use, reforestation, easements, stormwater management areas, any active open space activity			
MINIMUM ACTIVE OPEN SPACE REQUIREMENTS				
	Playground (tot lot) + 1 of the following		2 of the following	
Active Open Space #4	Play Lawn, Shade Structure or Pavilion , Dog Park		Pet Waste Station Yoga Lawn, Picnic Tables, Outdoor Games,	
All active open space areas to include minimally one bench & one waste receptacle and to provide landscaping througout.				

LANDSCAPING & BUFFERS		
PERIMETER BUFFERS		
Description	**Min. Width**	**Type**
Rouse Road	5 ft	Type A - Enhanced
Adjacent Properties	5ft	Type A - Enhanced
Active Open Space	5ft	Type A - Enhanced
Enhanced buffer shall provide four (4) deciduous trees (2 small / 2 large) and eight (8) deciduous shrubs per one hundred (100) feet.		

SAMPLE ELEVATIONS

NOTE: THE FOLLOWING ELEVATIONS ARE CONCEPTUAL IN NATURE AND ARE CURRENTLY STILL BEING FINALIZED FOR THIS PROJECT.



SINGLE FAMILY DETACHED - FRONT LOAD



SINGLE FAMILY ATTACHED (TOWNHOUSE) - REAR LOAD



SINGLE FAMILY DETACHED - REAR LOAD

ISSUED FOR REVIEW

REVISIONS	
A	01/10/25 TOHS COMMENTS
B	05/12/25 TOHS COMMENTS
C	09/19/25 TOHS COMMENTS
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F	04/10/26 TOHS COMMENTS

DATE: JANUARY 2, 2025
FILE NO: 2023-057
HORZ. SCALE: AS SHOWN
ORIG SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN
DESIGN MANUAL SHEET

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526
T (919) 552-0849
F (919) 552-2043
NC LIC. NO. P-0789
Curry ENGINEERING

SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

C-0.1

Z:\PROJECTS FOLDER-ZERBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-0.1 DESIGN MANUAL SHEET.DWG
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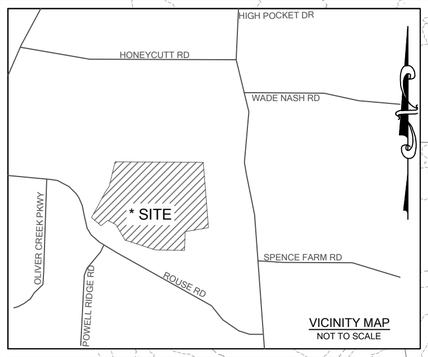


CURVE TABLE				
CURVE#	LENGTH	RADIUS	BEARING	CHORD
C1	22.54'	167.50'	N26° 54' 35"W	22.52'

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: NC CORS NETWORK
DATES OF SURVEY: JANUARY 2024
DATUM/EPOCH: NAD83/NSRS2011
COMBINED GRID FACTOR(S): 0.999877478
CGF SCALE POINT: CONTROL CORNER #1
UNITS: US SURVEY FEET

HOLLY SPRINGS CORPORATE LIMITS

OPEN SPACE 1
N/F HONEYCUTT OWNERS ASSOCIATION INC
PIN: 0647490086
REID: 0475647
DB 19754 PG 569
BM 2022 PG 1835-1842

ECM

161.12' (TIE)

3/4" EIR
(0.68' NORTH OF PROPERTY LINE)

104.99'

FEMA ZONE 'AE'

LOT 387
N/F
KALLURI, VENKAT RAM REDDY CO-TRUSTEE
KARINGULA, RAJA SUSHMITHA CO-TRUSTEE
PIN: 0647485071
REID: 0475713
DB 19726 PG 2554
BM 2020 PG 724

S89° 38' 26"E 596.11' (T)

330.00'

1/2" EIP

R/W
RESSLER STREET
51' PUBLIC R/W
(BM 2020 PG 724)
R/W

OPEN SPACE 1
N/F
M/I HONEYCUTT OWNERS ASSOCIATION INC
PIN: 0647587096
REID: 0493452
DB 19754 PG 569
BM 2022 PG 358

GREENHOUSE CROSSES PROPERTY LINE

GREENHOUSE

S89° 44' 20"E 664.53'

1" EIP - CONTROL CORNER #2
NSRS 2011 / NAD 83 / SPC
N: 677,955.13'
E: 2,045,383.37'

S89° 02' 49"E
77.67'

1/2" EIR

HOLLY SPRINGS CORPORATE LIMITS

4' STOCK-WIRE FENCE CROSSES PROPERTY LINE

NSRS 2011 / NAD 83 / SPC

S04° 33' 44"E 874.95'

N/F
POWELL, LUDIE LARUE &
POWELL, PHILIP KESSLER
PIN: 0647474527
REID: 0056718
DB 13921 PG 2414
BM 2025 PG 1770
ZONED: RR

N13° 29' 40"E 331.32'

FEMA ZONE 'AE'

N33° 09' 34"E 102.83'

N27° 57' 24"E 250.28'

FEMA FLOODWAY

N29° 04' 17"E 130.46'

FEMA ZONE 'AE'

N49° 48' 42"W 167.76'

S50° 43' 29"W 112.41'

N63° 19' 52"W 121.43'

N30° 45' 54"W 92.33'

N30° 45' 54"W 127.63'

C1

3/4" EIP

21.54' (TIE)

S24° 53' 37"W 196.60' (TIE)

1/2" EIP - CONTROL CORNER #1
NSRS 2011 / NAD 83 / SPC
N: 676,746.40'
E: 2,044,235.18'

ACCESS EASEMENT (BM 2025 PG 1770)

N72° 02' 51"W 448.68' (T)

427.14'

1" BENT EIP

N89° 06' 06"W 363.20'

3/4" EIP

1" EIR

S02° 18' 57"W 249.26'

1/2" EIP

S80° 16' 52"W 314.06'

1/2" EIP

4' STOCK-WIRE FENCE CROSSES PROPERTY LINE

N/F
HOLLAND, JACKIE O. & JANE H.
PIN: 0647576111
REID: 0032104
DB 8030 PG 244
BM 1998 PG 662

3.5' STOCKWIRE & BARBED WIRE FENCE CROSSES PROPERTY LINE

3.5' SPLIT-RAIL FENCE CROSSES PROPERTY LINE

N89° 47' 53"E
25.53'

N/F POWELL, LARUE MATTHEWS POWELL, LISA
PIN: 0647465722
REID: 0082611
DB 16213 PG 191
BM 2025 PG 1770

N/F
PRINCE, MICHAEL
PRINCE, JESSICA
PIN: 0647468664
REID: 0092393
DB 15282 PG 689

ROUSE ROAD (N.C.S.R. 1125)
60' PUBLIC R/W
(BM 1994 PG 1799)

R/W

FORMERLY 7051 ROUSE ROAD - NEW LOT 2
OWNER: POWELL, LUDIE LARUE
& POWELL, PHILIP KESSLER
PIN: TO BE ASSIGNED
REID: TO BE ASSIGNED
DEED: DB 13921 PG 2414
PLAT: BM 2025 PG 1770
ZONED: RR
LOT AREA: 1,404,000 SF / 32.23 AC

I, F. REX COOPER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED OR PLAT IS REFERENCED IN THE TITLE BLOCK); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION LISTED UNDER REFERENCES; THAT THE POSITIONAL ACCURACY IS < 0.10 AT A 95% CONFIDENCE LEVEL; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600).

F. REX COOPER, PLS DATE
NC LICENSE NO. L-4269

THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

NOTES
1. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY UNDER THE SUPERVISION OF F. REX COOPER, PLS.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE BASED ON GPS OBSERVATIONS, NAD83 / NSRS 2011 / SPC, UNLESS OTHERWISE SHOWN.
3. THE PROPERTY LIES IN ZONE "X" & "AE" PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720064700K, DATED 07/19/2022.
4. SITE ZONED "RR" FOR HOLLY SPRINGS PER WAKE COUNTY GIS.
5. AREAS COMPUTED BY COORDINATE METHOD.
6. PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND/OR PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY CLIENT.
7. NO INVESTIGATION INTO THE EXISTENCE OF JURISDICTIONAL WETLANDS OR RIPARIAN BUFFERS PERFORMED BY THIS FIRM.
8. BOUNDARY CORNERS SET ARE 3/4" IPS UNLESS OTHERWISE NOTED.
9. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
10. FEMA FLOODWAY LINES DEPICTING FLOODWAY ZONES WERE IMPORTED FROM THE FLOOD RISK INFORMATION SYSTEM WEBSITE AND ARE APPROXIMATE AT BEST.
11. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
12. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
13. SURVEY HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
14. TOPOGRAPHIC CONTOURS SHOWN WERE PROCESSED FROM AN OPEN SOURCE QL2 LIDAR DATA POINT CLOUD. (SDD.NC.GOV)

LEGEND

⊙	EXISTING BOUNDARY CORNER FOUND
●	BOUNDARY CORNER SET (3/4" IPS)
⊗	COMPUTED POINT
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON REBAR
IPS	3/4" IRON PIPE SET
DB	DEED BOOK
PG	PAGE
BM	BOOK OF MAPS
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
(T)	TOTAL LENGTH
———	PROPERTY LINE SURVEYED
— — —	PROPERTY LINE NOT SURVEYED
— — —	PROPERTY TIE LINE
— · —	FEMA FLOODWAY (SEE NOTE 11)
— ·sd· —	STREAM / DITCH
R/W	RIGHT OF WAY LINE
—□—	FENCE
—sd—	STORM PIPE
	FEMA ZONE "AE" (SEE NOTE 11)
	FEMA FLOODWAY (SEE NOTE 11)

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

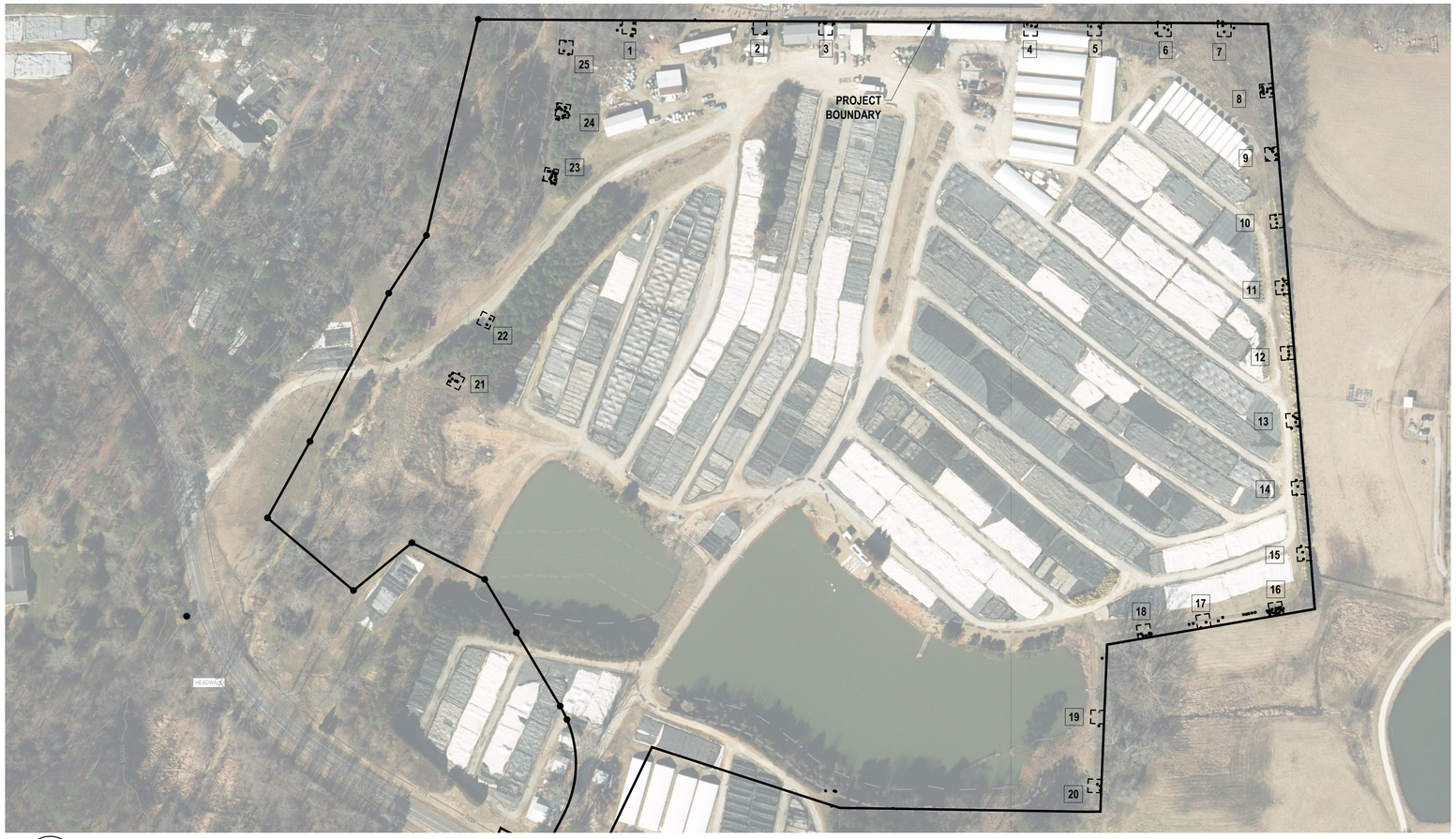
BATEMAN CIVIL SURVEY COMPANY
ENGINEERS • SURVEYORS • PLANNERS
2524 RELIANCE AVENUE, APEX, NC 27539
PHONE: (919) 577-1080 FAX: (919) 577-1081
INFO@BATEMANCIVILSURVEY.COM
NCBELS FIRM# C-2378

PROPERTY OWNER(S)
POWELL, LUDIE LARUE
POWELL, PHILIP KESSLER
7036 ROUSE RD.
HOLLY SPRINGS, NC 27540-9540

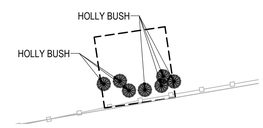
BOUNDARY SURVEY
EXCLUSIVELY FOR: KB HOMES
PIN: IN REVIEW
AS RECORDED IN DEED BOOK 13921 PAGE 2414
ROUSE ROAD, HOLLY SPRINGS, NC
HOLLY SPRINGS TOWNSHIP - WAKE COUNTY - NORTH CAROLINA

REVISIONS
1.
2.
DRAWN BY: BMN
CHECKED BY: FRC
SCALE: 1" = 100'
DATE: 09/17/2025
DRAWING #: 230695
C-1.0

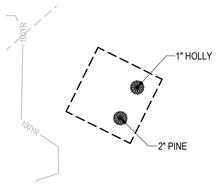
P:\2023 Projects\230695 Powell Tract - Partial ALTA\SURVEY\DWG\230695 Powell Tract - New Lot 2 Boundary w TOPO.dwg, 9/18/2025 1:33:41 PM, DWG To PDF.pc3



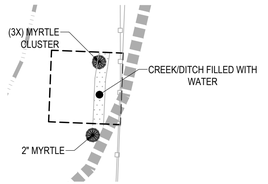
1 / C-1.2 **OVERALL SITE & AERIAL PHOTOGRAPHY**
SCALE: 1"=100'



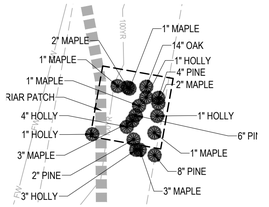
TREE SAMPLE AREA 18



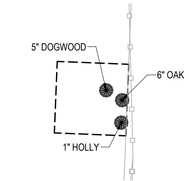
TREE SAMPLE AREA 22



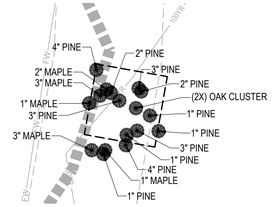
TREE SAMPLE AREA 19



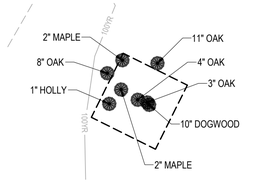
TREE SAMPLE AREA 23



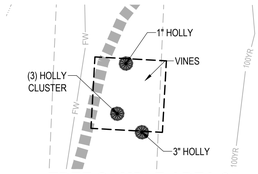
TREE SAMPLE AREA 20



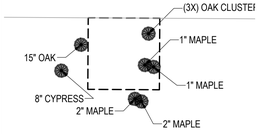
TREE SAMPLE AREA 24



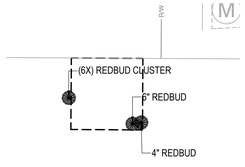
TREE SAMPLE AREA 21



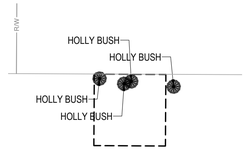
TREE SAMPLE AREA 25



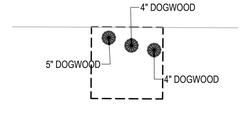
TREE SAMPLE AREA 1



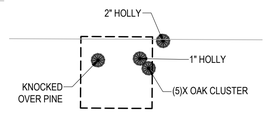
TREE SAMPLE AREA 2



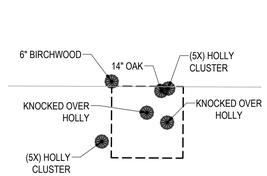
TREE SAMPLE AREA 3



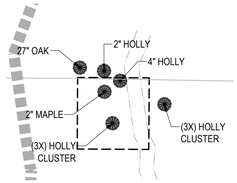
TREE SAMPLE AREA 4



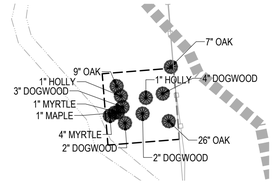
TREE SAMPLE AREA 5



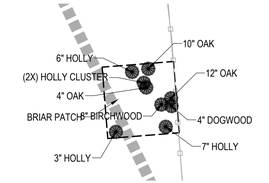
TREE SAMPLE AREA 6



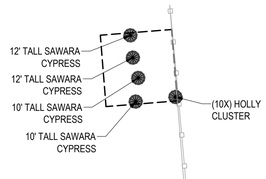
TREE SAMPLE AREA 7



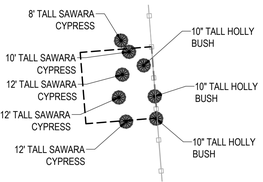
TREE SAMPLE AREA 8



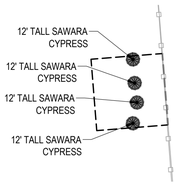
TREE SAMPLE AREA 9



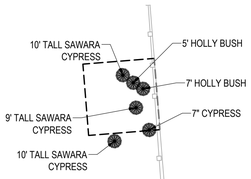
TREE SAMPLE AREA 10



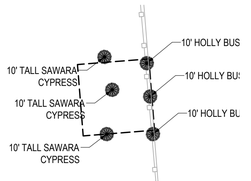
TREE SAMPLE AREA 11



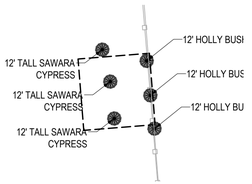
TREE SAMPLE AREA 12



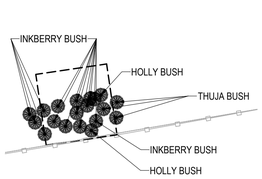
TREE SAMPLE AREA 13



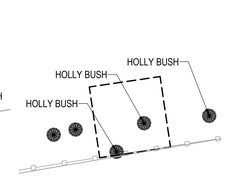
TREE SAMPLE AREA 14



TREE SAMPLE AREA 15



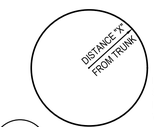
TREE SAMPLE AREA 16



TREE SAMPLE AREA 17

TREE SAMPLE NOTE:

THE 20' X 20' TREE SAMPLE AREAS, PROVIDED BY VILLAGE GREEN LAND DESIGN, ARE REPRESENTATIVE OF THE OVERALL VARIOUS AREAS OF TREE CANOPY THAT EXIST ON THE SITE.



NOTE: DISTANCE "X" FROM TREE SHALL BE A MINIMUM OF 6' OR 1' RADIUS PER 1" OF TREE DIAMETER, WHICH EVER IS GREATER.

1 / C-1.2 **ROOT ZONE PROTECTION**
SCALE: N.T.S

ISSUED FOR REVIEW

REVISIONS		
A	01/12/2025	TOHS COMMENTS
B	05/21/2025	TOHS COMMENTS
C	09/19/2025	TOHS COMMENTS
D	11/17/2025	TOHS COMMENTS
E	12/15/2025	TOHS COMMENTS
F	04/10/2026	TOHS COMMENTS

DATE: JANUARY 2, 2025 | HORZ. SCALE: AS SHOWN
FILE NO: 2023-057 | ORIG SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN
TREE SAMPLE PLAN

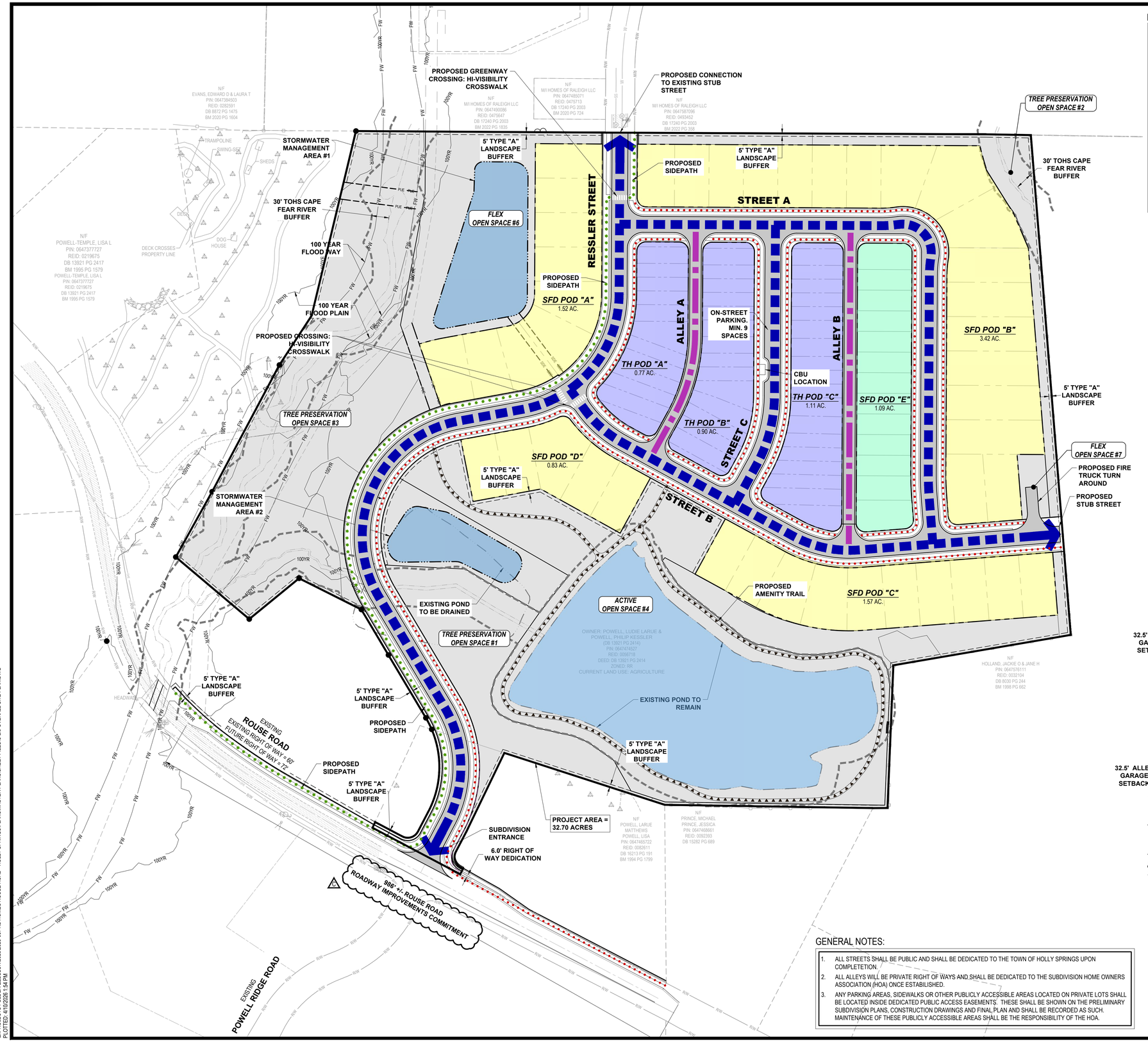
SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

Curry ENGINEERING
205 S. Fayetteville Avenue
Fayetteville, NC 27526
T (919) 552-2649
F (919) 552-2043
NC LIC. NO. P-0759

C-1.2

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-1.2 TREE SAMPLE PLAN.DWG
PLOTTED: 4/10/2026 1:52 PM

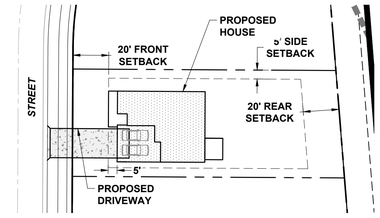


LEGEND

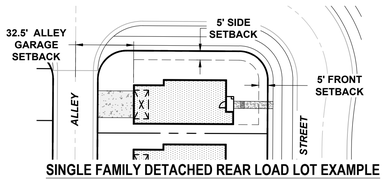
- SINGLE FAMILY DETACHED PODS
- SINGLE FAMILY DETACHED - REAR LOADED PODS
- TOWNHOME DETACHED PODS
- PROPOSED RESIDENTIAL STREETS
- PROPOSED RESIDENTIAL ALLEYS
- PROPOSED SIDEWALK
- PROPOSED TRAIL / PATH
- PROPOSED GREENWAY / SIDEPATH
- ACCESS POINT

LOT SUMMARY TABLE

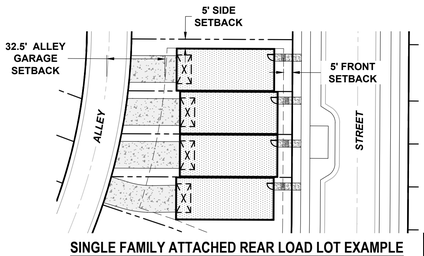
SINGLE FAMILY DETACHED		
DRIVEWAY ACCESS TYPE	FRONT LOADED PUBLIC STREET	REAR LOADED PRIVATE ALLEY
POD "A" NUMBER OF UNITS	9	0
POD "B" NUMBER OF UNITS	18	0
POD "C" NUMBER OF UNITS	10	0
POD "D" NUMBER OF UNITS	5	0
POD "E" NUMBER OF UNITS	0	13
TOTAL SINGLE FAMILY DETACHED UNITS	55	
TOWNHOUSE - REAR LOADED		
DRIVEWAY ACCESS TYPE	REAR LOADED PRIVATE ALLEY	
POD "A" NUMBER OF UNITS	11	
POD "B" NUMBER OF UNITS	14	
POD "C" NUMBER OF UNITS	17	
TOTAL TOWNHOUSE UNITS	42	



SINGLE FAMILY DETACHED FRONT LOAD LOT EXAMPLE



SINGLE FAMILY DETACHED REAR LOAD LOT EXAMPLE



SINGLE FAMILY ATTACHED REAR LOAD LOT EXAMPLE

GENERAL NOTES:

1. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE TOWN OF HOLLY SPRINGS UPON COMPLETETION.
2. ALL ALLEYS WILL BE PRIVATE RIGHT OF WAYS AND SHALL BE DEDICATED TO THE SUBDIVISION HOME OWNERS ASSOCIATION (HOA) ONCE ESTABILISHED.
3. ANY PARKING AREAS, SIDEWALKS OR OTHER PUBLICLY ACCESSIBLE AREAS LOCATED ON PRIVATE LOTS SHALL BE LOCATED INSIDE DEDICATED PUBLIC ACCESS EASEMENTS. THESE SHALL BE SHOWN ON THE PRELIMINARY SUBDIVISION PLANS, CONSTRUCTION DRAWINGS AND FINAL PLAN AND SHALL BE RECORDED AS SUCH. MAINTENANCE OF THESE PUBLICLY ACCESSIBLE AREAS SHALL BE THE RESPONSIBILITY OF THE HOA.

SCALE: 1 IN = 80 FT

80' 40' 0 80' 160'

SCALE IN FEET HORIZONTAL

ISSUED FOR REVIEW

SUBMITTAL

REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

REVISIONS		
A	01/12/2026	TOHS COMMENTS
B	02/12/2026	TOHS COMMENTS
C	09/19/2025	TOHS COMMENTS
D	07/17/2025	TOHS COMMENTS
E	12/16/2025	TOHS COMMENTS
F	04/10/2026	TOHS COMMENTS

DATE: JANUARY 2, 2025
FILE NO: 2023-057
HORZ. SCALE: AS SHOWN
ORIG SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN

OVERALL SITE PLAN

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526
T (919) 552-0849
F (919) 552-2043
NC LIC. NO. P-0159

Curry ENGINEERING

C-2.0

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-2.0 OVERALL SITE PLAN.DWG
PLOTTED: 4/10/2026 1:54 PM



LEGEND

- TREE PRESERVATION / CONSERVATION OPEN SPACE
- ACTIVE OPEN SPACE
- FLEX OPEN SPACE
- REFORESTATION AREA
- SINGLE FAMILY DETACHED PODS
- SINGLE FAMILY DETACHED - REAR LOADED PODS
- TOWNHOME DETACHED PODS
- PROPOSED SIDEWALK
- PROPOSED TRAIL / PATH
- PROPOSED GREENWAY / SIDEPATH

OPEN SPACE SUMMARY TABLE

AREA DESIGNATION	COMPONENT	AREA (SQFT.)	AREA (AC.)	LEGEND
OPEN SPACE #1	TREE PRESERVATION	94,922	2.18	
OPEN SPACE #2	TREE PRESERVATION	33,183	0.76	
OPEN SPACE #3	TREE PRESERVATION	170,014	3.90	
OPEN SPACE #4	ACTIVE	247,790	5.69	
OPEN SPACE #5	FLEX	32,304	0.74	
OPEN SPACE #6	FLEX	76,987	1.77	
OPEN SPACE #7	FLEX	5,414	0.12	

SCALE: 1 IN = 80 FT

80' 40' 0 80' 160'

SCALE IN FEET HORIZONTAL

ISSUED FOR REVIEW

SUBMITTAL

REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

REVISIONS		
A	01/10/2025	TOHS COMMENTS
B	05/21/2025	TOHS COMMENTS
C	09/15/2025	TOHS COMMENTS
D	11/17/2025	TOHS COMMENTS
E	12/15/2025	TOHS COMMENTS
F	04/10/2026	TOHS COMMENTS
DATE	JANUARY 2, 2025	HORZ. SCALE: AS SHOWN
FILE NO.	2023-057	ORIG SHEET SIZE: 24 X 36

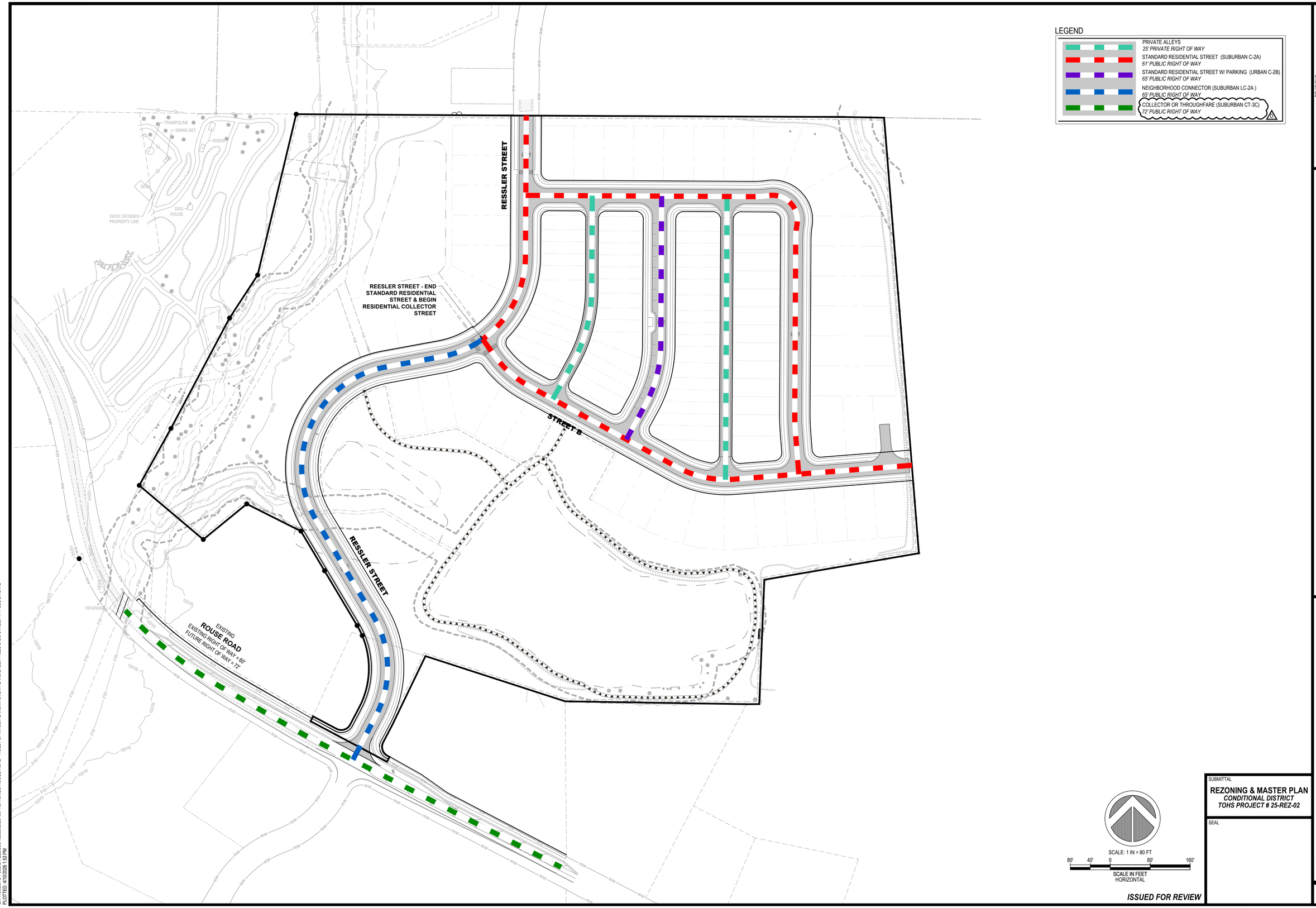
7051 ROUSE ROAD MASTER PLAN
OPEN SPACE PLAN

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526
T (919) 552-5949
F (919) 552-2343
NC LIC. NO. P-0789

Curry ENGINEERING

C-2.2

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-2.2 OPEN SPACE PLAN.DWG
PLOTTED: 4/10/2026 1:51 PM



ISSUED FOR REVIEW

REVISIONS		
A	01/14/2025	TOHS COMMENTS
B	05/21/2025	TOHS COMMENTS
C	09/19/2025	TOHS COMMENTS
D	11/19/2025	TOHS COMMENTS
E	12/15/2025	TOHS COMMENTS
F	04/10/2026	TOHS COMMENTS
DATE	JANUARY 2, 2025	HORZ. SCALE: AS SHOWN
FILE NO.	2023-057	ORIG. SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN

STREET TYPOLOGY

SUBMITTAL

REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526
T (919) 552-2849
F (919) 552-2043
NC LIC. NO. P-0789
Curry ENGINEERING

C-2.3

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-2.3 STREET TYPOLOGY.DWG
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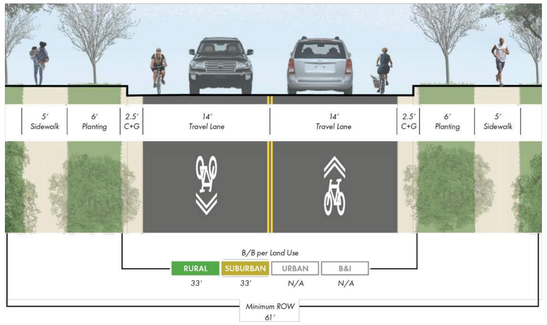
C-2A

Collector | 2 Lanes

C-2A Minimum



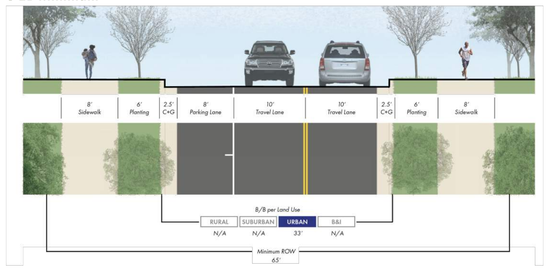
UC-1A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	61'	59'	61'	N/A	N/A
Back of Curb to Back of Curb *(B/B)*	Yes	33'	33'	33'		
Travel Lanes	2 Lanes	14'	14'	14'		
Center Turn Lane	No	-	-	-		
Median	No	-	-	-		
Curb and Gutter *(C+G)*	2 Sides	2.5'	2.5	2.5'		
Paved Shoulder	No	-	-	-		
Planting	2 Sides	6'	6	6'		
On-Street Parking	No	-		-		
Sidepath	No	-		-		
Sidewalk	2 Sides	5'	5'	6'		
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 and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*

C-2B

Collector | 2 Lanes

C-2B Minimum



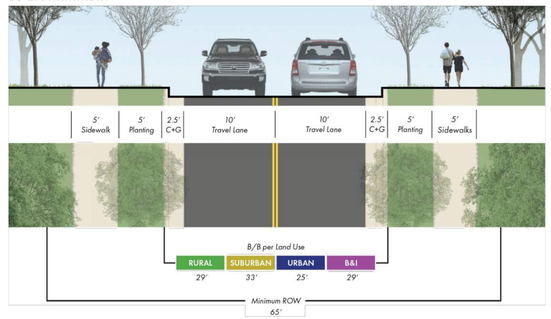
C-2B			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	65'	N/A	N/A	65'	N/A
Back of Curb to Back of Curb *(B/B)*	Yes	33'			33'	
Travel Lanes	2 Lanes	10'			10'	
Center Turn Lane	No	-			-	
Median	No	-			-	
Curb and Gutter *(C+G)*	2 Sides	2.5'			2.5'	
Paved Shoulder	No	-			-	
Planting	2 Sides	6'			6'	
On-Street Parking	1 Side	8'			8'	
Sidepath	No	-			-	
Sidewalk	2 Sides	8'			8'	
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 and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*

LC-2A

Local/Neighborhood Connector or Collector | 2 Lanes

LC-2A Minimum



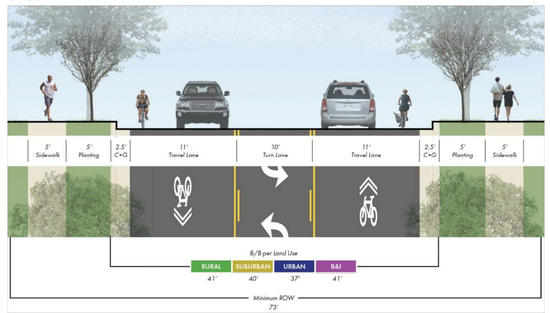
L-2A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	65'	60'	65'	63'	58'
Back of Curb to Back of Curb *(B/B)*	Yes	25'	29'	33'	25'	29'
Travel Lanes	2 Lanes	10'	12'	14'	10'	12'
Center Turn Lane	No	-	-	-	-	-
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'	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 and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*

CT-3C

Collector or Thoroughfare | 3 Lanes

CT-3C Minimum



This cross-section includes the option to have a median in place of ongoing center turn lane. If warranted the minimum ROW would be 86.5'.

CT-3C			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	73'	67'	68'	73'	65'
Back of Curb to Back of Curb *(B/B)*	Yes	37'	41'	40'	37'	41'
Travel Lanes	2 Lanes	12'	12'	12'	11'	12'
Center Turn Lane	Yes	10'	12'	11'	10'	12'
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	No	-	-	-	-	-
Sidepath	No	-	-	-	-	-
Sidewalk	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 and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*

REVISIONS
A 01/2025 TOHS COMMENTS
B 05/2025 TOHS COMMENTS
C 09/19/2025 TOHS COMMENTS
D 11/2025 TOHS COMMENTS
E 12/5/2025 TOHS COMMENTS
F 04/10/2026 TOHS COMMENTS
DATE: JANUARY 2, 2025
FILE NO: 2023-057
HORZ. SCALE: AS SHOWN
ORIG. SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN
STREET SECTIONS

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526
T (919) 552-6949
F (919) 552-2043
NC LIC. NO. P-0793

SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

ISSUED FOR REVIEW

C-2.4

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-2.4 STREET SECTIONS.DWG
PLOTTED: 4/10/2026 1:49 PM

GENERAL NOTES:

1. ALL PUBLIC UTILITY EXTENSIONS SHALL BE PER THE TOWN OF HOLLY SPRINGS STANDARDS & SPECIFICATIONS.
2. PUBLIC UTILITY ROUTES AS SHOWN ON THIS PLAN SHALL BE CONSIDERED PRELIMINARY IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT CONSTRUCTION DRAWINGS.
3. WATER & SEWER ALLOCATIONS MUST BE APPROVED BY THE TOWN BOARD PRIOR TO ANY CONNECTIONS TO EXISTING TOWN OF HOLLY SPRINGS UTILITIES.
4. OFF-SITE EASEMENTS REQUIRED FOR UTILITY CONNECTIONS MUST BE OBTAINED PRIOR TO START OF CONSTRUCTION.

LEGEND

- FIRE HYDRANT
- TEMPORARY BLOW OFF ASSEMBLY
- PROPOSED WATER MAIN
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER MAIN
- FORCE MAIN BY OTHERS
- GRAVITY SEWER BY OTHERS

EXISTING HONEYCUTT FARMS PUMP STATION
EXISTING 20' PUBLIC UTILITY EASEMENT
CONNECT TO EXISTING 12" WATER MAIN
1" EIP - CONTROL CORNER #2
NSRS 2011 / NAD 83 / SPC
N: 677,955.13'
E: 2,045,383.37'
(POB)
1" EIP - CONTROL CORNER
NSRS 2011 / NAD 83 / SPC
N: 677,955.13'
E: 2,045,383.37'
N/F
EVANS, EDWARD D & LAURA T
PIN: 0647384503
REID: 0282591
DB 8872 PG 1471 ECM
BM 2020 PG 160a
3/4" EIR
(0.68' NORTH OF PROPERTY LINE)
N/F
M/I HOMES OF RALEIGH LLC
PIN: 0647490086
REID: 0475647
DB 17240 PG 2003
BM 2022 PG 1835
N/F
M/I HOMES OF RALEIGH LLC
PIN: 0647485071
REID: 0475713
DB 17240 PG 2003
BM 2020 PG 724
N/F
M/I HOMES OF RALEIGH LLC
PIN: 0647587096
REID: 0493452
DB 17240 PG 2003
BM 2022 PG 358
SSMH#S886
30' PUBLIC UTILITY EASEMENT
5' TYPE "A" LANDSCAPE BUFFER
30' PUBLIC UTILITY EASEMENT
8" GRAVITY SEWER BY OTHERS
100 YEAR FLOOD WAY
100 YEAR FLOOD PLAIN
STORMWATER MANAGEMENT AREA #1
FORCE MAIN BY OTHERS
20' PUBLIC UTILITY EASEMENT
5' TYPE "A" LANDSCAPE BUFFER
FIRE HYDRANT ASSEMBLY
PROPOSED 8" WATER MAIN
SSMH#12
SSMH#16
SSMH#17
SSMH#18
SSMH#15
SSMH#13
SSMH#19
SSMH#14
SSMH#3
SSMH#2
SSMH#22
SSMH#24
PROPOSED 12" WATER MAIN
SSMH#20
SSMH#4
SSMH#23
SSMH#5
SSMH#21
PROPOSED 12" WATER MAIN
PROPOSED 8" WATER MAIN
SSMH#6
SSMH#7
SSMH#8
SSMH#9
SSMH#10
BLOW OFF VALVE ASSEMBLY
STORMWATER MANAGEMENT AREA #2
EXISTING POND TO BE DRAINED
EXISTING POND TO REMAIN
OWNER: POWELL, LUDIE LARUE & POWELL, PHILIP KESSLER
(DB 13921 PG 2414)
PIN: 0647474527
REID: 0056718
DEED: DB 13921 PG 2414
ZONED: RR
CURRENT LAND USE: AGRICULTURE
N/F
POWELL-TEMPLE, LISA L
PIN: 0647377727
REID: 0219675
DB 13921 PG 2417
BM 1995 PG 1579
1/2" EIP - CONTROL CORNER #1
NSRS 2011 / NAD 83 / SPC
N: 677,540.55'
E 2,043,685.63'
EXISTING ROUSE ROAD
EXISTING RIGHT OF WAY = 80'
FUTURE RIGHT OF WAY = 72'
EXISTING POWELL RIDGE ROAD
PROJECT AREA = 32.70 ACRES
6.0' RIGHT OF WAY DEDICATION
N/F
HOLLAND, JACKIE O & JANE H
PIN: 0647576111
REID: 0032104
DB 8030 PG 244
BM 1998 PG 662
N/F
PRINCE, MICHAEL
PRINCE, JESSICA
PIN: 0647468661
REID: 0092393
DB 15282 PG 689
N/F
POWELL, LARUE MATTHEWS
POWELL, LISA
PIN: 0647465722
REID: 0080611
DB 16213 PG 191
BM 1994 PG 1799

SCALE: 1 IN = 80 FT
80' 40' 0 80' 160'
SCALE IN FEET HORIZONTAL

ISSUED FOR REVIEW

SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

REVISIONS	DATE
A TOHS COMMENTS	01/12/2026
B TOHS COMMENTS	02/12/2026
C TOHS COMMENTS	03/12/2026
D TOHS COMMENTS	04/10/2026
E TOHS COMMENTS	12/15/2025
F TOHS COMMENTS	12/15/2025
HORZ. SCALE:	AS SHOWN
ORIG SHEET SIZE:	24 x 36
DATE: JANUARY 2, 2025	
FILE NO: 2023-057	

7051 ROUSE ROAD MASTER PLAN
OVERALL UTILITY PLAN

Curry ENGINEERING
205 S. Fayetteville Avenue
Fuquay-Varina, NC 27526
T (919) 552-0849
F (919) 552-2043
NC LIC NO: P-0799

C-3.0

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-3.0 OVERALL UTILITY PLAN.DWG
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EXISTING HONEYCUTT FARMS PUMP STATION

EXISTING 20' PUBLIC UTILITY EASEMENT

5' TYPE "A" LANDSCAPE BUFFER

8" GRAVITY SEWER BY OTHERS

20' PUBLIC UTILITY EASEMENT

STORMWATER MANAGEMENT AREA #1

100 YEAR FLOOD WAY

100 YEAR FLOOD PLAIN

FORCE MAIN BY OTHERS

20' PRIVATE DRAINAGE EASEMENT

20' PUBLIC UTILITY EASEMENT

5' TYPE "A" LANDSCAPE BUFFER

5' TYPE "A" LANDSCAPE BUFFER

STORM SEWER TO SCM#1

STORM SEWER TO SCM#2

STORMWATER MANAGEMENT AREA #2

EXISTING POND TO BE DRAINED

STREAM CROSS PIPE

5' TYPE "A" LANDSCAPE BUFFER

EXISTING POND TO REMAIN

5' TYPE "A" LANDSCAPE BUFFER

5' TYPE "A" LANDSCAPE BUFFER

EXISTING ROUSE ROAD
EXISTING RIGHT OF WAY = 60'
FUTURE RIGHT OF WAY = 72'

PROJECT AREA = 32.70 ACRES

8.5' RIGHT OF WAY DEDICATION

TRAMPOLINE
SWING SET
SHED
DECK
DOG HOUSE
DECK CROSSES PROPERTY LINE
HEADWALL

GENERAL NOTES:

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4. OFF-SITE EASEMENTS REQUIRED FOR UTILITY CONNECTIONS MUST BE OBTAINED PRIOR TO START OF CONSTRUCTION.

LEGEND

- STORM STRUCTURES - SCM#1
- STORM SEWER - SCM#1
- STORM STRUCTURES - SCM#2
- STORM SEWER - SCM#1
- STORM SEWER - CROSS PIPE

REVISIONS		
A	01/2025	TOHS COMMENTS
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C	09/2025	TOHS COMMENTS
D	11/2025	TOHS COMMENTS
E	12/2025	TOHS COMMENTS
F	04/2026	TOHS COMMENTS

DATE: JANUARY 2, 2025
FILE NO: 2023-057
HORZ. SCALE: AS SHOWN
ORIG SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN
OVERALL DRAINAGE PLAN

205 S. Fayetteville Avenue
Fuquay-Varina, NC 27526
T (919) 552-5049
F (919) 552-2043
NC LIC. NO. P-0789

SCALE: 1 IN = 80 FT
80' 40' 0 80' 160'
SCALE IN FEET
HORIZONTAL

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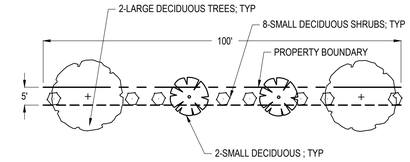
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

C-4.0

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 NB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\C-4.0 OVERALL DRAINAGE PLAN.DWG
PLOTTED: 4/10/2026 1:51 PM

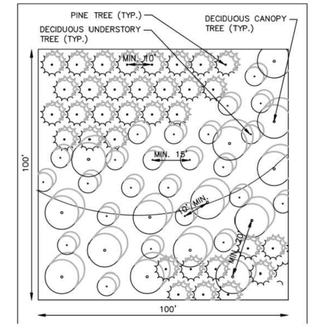




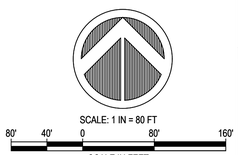
5' TYPE 'A' ENHANCED OPEN BUFFER - TYPICAL 100' SECTION

REQUIREMENTS:
4 DECIDUOUS TREES PER 100 LF (2 LARGE & 2 SMALL)
8 SMALL SHRUBS PER 100 LF

NOTES:
TREES TO HAVE A MAXIMUM SPACING OF 25 FEET AT INSTALLATION
SHRUBS TO HAVE A MAXIMUM SPACING OF 10 FEET AT INSTALLATION
LARGE TREES TO BE A MINIMUM OF 10 FEET TALL AT TIME OF INSTALLATION
SMALL TREES TO BE A MINIMUM OF 8 FEET TALL AT TIME OF INSTALLATION
SMALL SHRUBS TO BE A MINIMUM OF 24 INCHES TALL AT TIME OF INSTALLATION



REFORESTATION DETAIL - TYPICAL 100' x 100' SECTION



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FILE NO: 2023-057		ORIG SHEET SIZE: 24 X 36

7051 ROUSE ROAD MASTER PLAN
LANDSCAPE & BUFFER PLAN

SUBMITTAL
REZONING & MASTER PLAN
CONDITIONAL DISTRICT
TOHS PROJECT # 25-REZ-02

SEAL

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526
t (919) 552-0549
f (919) 552-2043
NC LIC. NO. P-0793

Curry ENGINEERING

L-1.0

Z:\PROJECTS FOLDER-ZEBULON\2023\2023-057 KB HOMES ROUSE ROAD - HOLLY SPRINGS\PLANS\MASTER PLANS\SHEET FILES\L-1.0 PERIMETER BUFFER PLAN.DWG
PLOTTED: 4/10/2026 1:52 PM

PREPARED BY AND AFTER RECORDING RETURN TO:

JASON BARRON
MORNINGSTAR LAW GROUP
434 FAYETTEVILLE STREET, SUITE 2200
RALEIGH, NC 27601

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

KB HOME RALEIGH-DURHAM INC.

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 **KB HOME RALEIGH-DURHAM INC.**, a Delaware corporation, hereafter referred to as the "Developer." The Town and Developer are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Developer, or its affiliate, is the contract purchaser of those certain tracts of land located in Wake County, North Carolina, containing an approximate total acreage of approximately 32.23 acres and identified as Wake County PIN 0647474527 and a portion of Wake County PIN 0647465722 (the "Property" or the "Site") owned by Ludie Larue Powell (a/k/a Larue Matthews Powell), Lisa Larue Powell (f/k/a Lisa Larue Temple) and Lisa Larue Powell, as Trustee under the Phillip Todd Powell Grantor

Trust Agreement Dated January 10, 1996, (the "Landowners") and as more specifically described on **Exhibit A** attached hereto and incorporated herein, which Developer, or its affiliate, intends to develop; and,

WHEREAS, Developer has applied to the Town Council to rezone the Property to Neighborhood Residential Conditional Use (the "Rezoning") to facilitate the Property's uses to be consistent with the Town's comprehensive plan (the "Comprehensive Plan") by permitting the development of a mixture of residential uses thereon; 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 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, 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, and Developer consents to abide by this policy; 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 **January 20, 2026, May 19, 2026,** and **July 21, 2026**, 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 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. 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 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 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, utility 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 Waterline Improvements (as herein defined), the Road Improvements (as herein defined), 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 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: The Offsite Improvements, sidewalk 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.

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 **seven** (7) 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, if not already annexed, (3) the approval of the Rezoning and this Agreement by the Town Council, and (4) Developer taking legal title to the Site as evidenced by deed recorded in the Wake County Registry (the "Conditions Precedent"). Any obligation to reimburse funds contained herein, if any, not demanded within **seven** years of the execution of the foregoing shall be void and given no effect.

3. REZONING: While the Project's proposed rezoning to Neighborhood Residential Conditional Use 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, 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. Developer wishes to accelerate the Town's approval through the covenants herein.

Following approval of the Rezoning, the Development Plan may 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 may be constructed in multiple phases as determined at the time of the development plan. Phasing of the Project and associated development levels may be administratively approved by Town staff as development plans are submitted and traffic studies updated.

5. DEVELOPER OBLIGATIONS:

a. *Extension of Waterline*. Upon approval of the Rezoning:

i. Developer shall, at its sole cost and expense, design and construct the infrastructure, facilities and improvements necessary to extend approximately 838' of offsite public waterline improvements from the Property along Rouse Road in the location as generally depicted on **Exhibit B** attached hereto and incorporated herein (the "Waterline Improvements").

ii. Developer shall use commercially reasonable means to obtain all necessary easements for the Waterline Improvements. If Developer is unable, after commercially reasonable efforts, to acquire necessary easements for the construction of the Waterline Improvements, Developer shall provide the Town with written notice thereof along with a copy of all offers and counteroffers made to impacted property owners. Thereafter, the Town shall institute condemnation proceedings to acquire the easements for the Waterline Improvements and shall acquire and furnish to Developer all necessary easements. All costs of any condemnation proceedings, including title work, filing fees, deposits or settlements, and attorneys' fees shall be paid by Developer.

b. *Rouse Road Offsite Frontage Widening*.

i. Developer shall, at its sole cost and expense, design and construct approximately 874' linear feet of offsite road improvements along the frontage of Rouse Road to one-half of the ultimate section of Rouse Road , as well as the construction of a left-turn lane and a right-turn lane into the site (the "Road Improvements"),all as depicted on **Exhibit C** attached hereto and incorporated herein.

ii. Developer shall use commercially reasonable means to obtain all necessary easements and rights-of-way for the Road Improvements. If Developer is unable after commercially reasonable efforts to acquire necessary easements and rights-of-way, Developer shall provide the Town with written notice thereof along with a copy of all offers and counteroffers made to impacted property owners. Thereafter, the Town may institute condemnation proceedings to acquire the rights of way and/or easements for the Road Improvements and shall acquire and furnish all necessary easements. All costs of any

condemnation proceedings, including title work, filing fees, deposits or settlements, and attorneys' fees shall be paid by Developer. In the event the Town elects not to exercise its power of condemnation to obtain the necessary easements or rights-of-way, then Developer shall be relieved of the requirement to construct the Road Improvements.

c. *Safety Improvements to Rouse Road and Piney Grove Wilbon*

i.

In addition to the transportation improvements required along Rouse Road and Piney Grove Wilbon Road as identified in the Site-Specific Traffic Assessment prepared by Exult Engineering in September 2024, the Developer shall provide up to One Hundred Thousand Dollars ($100,000.00) worth of safety improvements to Rouse Road in the form of (i) shoulder widening (or similar roadway safety improvements as agreed to by the Town, NCDOT and Developer), and/or (ii) a fee-in-lieu for the future installation of a traffic signal at the intersection of Rouse Road and Piney Grove Wilbon Road. Developer's maximum expenditure pursuant to this subsection shall be $100,000.

6. TOWN OBLIGATIONS:

a. *Water and Sewer Allocation*. Developer is advised to read and understand the WRMP. Developer hereby acknowledges the Development to be a Priority Level 2 development (as the same is defined in the WRMP) and has committed to the following water and sewer allocation elements in the Project to satisfy the criteria of Section 3.5.2 of the WRMP:

i. *Public Infrastructure Improvements.*
   1. Vegetated wetlands in lieu of wet ponds as per the Design and Development Manual
   2. *Include Stormwater Controls within Parking Lot Islands.* No parking lot islands

ii. Sustainable Design
   1. Earn LEED Certification as per the Design and Development Manual

The parties further acknowledge that the allocation assignment for the Project is Mixed Residential Neighborhood and that the allocation requested and provided for herein is as follows:

- 55 single family detached units and 42 townhouse units for a total of 24,735 gpd

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

8. 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.

9. REQUIRED PERMITS: 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 for the Sewer Improvements, the Road Improvements and the Greenway Improvements (the "Permits"). The 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 Developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions or the Town's obligation to provide aid.

10. PARKS AND RECREATION LAND DEDICATION: The Parties acknowledge that the Town's UDO requires 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 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 dedication of any land for an amenity area, along with all costs for its improvements, including enhancing the visual connection from the Greenway Improvements, will be credited at fair market value for such land by the Town as a setoff against any parks and recreation fees (the "PRFs") charged by the Town.

11. 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.

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

13. DEVELOPMENT SCHEDULE:

a. Development of the Project and any Offsite Infrastructure shall commence prior to the expiration of any Permits for the same.

b. In consideration of the covenants contained herein, Developer shall be allowed to submit construction drawings for review to the Town staff prior to Town Council approval of a development plan for the Site. Developer understands that doing so is entirely at the risk of Developer for any subsequent changes to such plans and drawings that may be made necessary as a result of Town council approval of a development plan.

ARTICLE III
DEVELOPER'S OTHER DUTIES

1. 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. 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 as approved in the annual budget as of the date of this Agreement 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. Developer shall not have to pay any development fees approved as part of a budget subsequent to the date 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 the Rezoning, any Annexation petition, and all required Site Plans and any 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. 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. 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.

5. 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.

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

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

8. 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.

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

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 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.

12. 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 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
Holly Springs, NC 27540
Reference:

FOR DEVELOPER:

KB HOME RALEIGH-DURHAM INC.

With copy to:
MORNINGSTAR LAW GROUP
Attn: Jason Barron
434 Fayetteville Street, Suite 2200
Raleigh, NC 27601

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: Property Description
EXHIBIT B: Waterline Improvements
EXHIBIT C: Road Improvements

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

KB HOME RALEIGH-DURHAM INC.,
a Delaware corporation

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:

LANDOWNER(S)

7051 Rouse Rd. - PIN: 0647460919 (formally 0647474527)
7121 Rouse Rd. - PIN: 0647465722

_____
LUDIE LARUE POWELL

_____
LISA LARUE POWELL, AS TRUSTEE
UNDER THE PHILIP TODD POWELL
GRANTOR AGREEMENT
DATED JANUARY 10, 1996

_____
LISA LARUE POWELL TEMPLE

_____
LARUE MATTHEWS POWELL

STATE OF _____COUNTY

I certify that the following persons personally appeared before me this day and acknowledged to me that they 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

Legal Description

Property Owners:	LUDIE LARUE POWELL; PHILLIP KESSLER POWELL; LISA L. POWELL-TEMPLE; LARUE MATTHEWS POWELL
Wake County PINs:	32.23 Acre Portion of 0647460919 (formally 0647474527) and 0647465722

POWELL PLACE REZONING LEGAL DESCRIPTION

BEGINNING AT A 1" IRON PIPE AT THE NORTHEAST PROPERTY CORNER OF "NEW LOT 2" AS SHOWN IN BOOK OF MAPS 2025 PAGES 1770-1772, SAID IRON PIPE BEING A CONTROL CORNER WITH NORTH CAROLINA STATE PLANE COORDINATES N:677,955.13' E:2,045,383.37 (NSRS 2011 / NAD 83 / SPC) THENCE RUNNING THE FOLLOWING CALLS:
S04°33'44"E, 874.95 FEET TO A 1/2" IRON PIPE;
THENCE S80°16'52"W, 314.06 FEET TO A 1/2" IRON PIPE;
THENCE S02°18'57"W, 249.26 FEET TO A 1" IRON REBAR
THENCE S89°47'53"W, 25.53 FEET TO A 3/4" IRON PIPE;
THENCE N89°06'06"W, 363.20 FEET TO BENT 1" IRON PIPE;
THENCE N72°02'51"W, 343.00 FEET TO A COMPUTED POINT;
THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 237.50 FEET AND A 152.58 FEET CHORD WITH BEARING S09°07'26"W, AN ARC DISTANCE OF 155.33 FEET TO COMPUTED POINT;
THENCE S27°37'37"W, 41.18 FEET TO A COMPUTED POINT;
THENCE, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 25.00 FEET AND A 35.28 FEET CHORD WITH BEARING S17°14'50"E, AN ARC DISTANCE OF 39.16 FEET TO COMPUTED POINT;
THENCE S27°37'37"W, 4.05 FEET TO A COMPUTED POINT ON THE NORTHERN RIGHT OF WAY OF ROUSE ROAD;
THENCE, ALONG SAID RIGHT OF WAY, N62°06'19"W, 168.11 FEET TO A 3/4" IRON PIPE;
THENCE, LEAVING SAID RIGHT OF WAY, N24°53'37"E, 11.04 FEET TO A COMPUTED POINT;
THENCE S62°04'34"E, 53.66 FEET TO A COMPUTED POINT;
THENCE, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 20.00 FEET AND A 28.35 FEET CHORD WITH BEARING N72°45'39"E, AN ARC DISTANCE OF 31.51 FEET TO COMPUTED POINT;
THENCE N27°37'37"E, 38.85 FEET TO A COMPUTED POINT;
THENCE, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 167.50 FEET AND A 144.11 FEET CHORD WITH BEARING N02°25'31"E, AN ARC DISTANCE OF 148.98 FEET TO COMPUTED POINT;
THENCE, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 167.50 FEET AND A 22.52 FEET CHORD WITH BEARING N26°54'35"W, AN ARC DISTANCE OF 22.54 FEET TO A 3/4" IRON PIPE SET;
THENCE N30°45'54"W, 127.63 FEET TO A 3/4" IRON PIPE SET;
THENCE N30°45'54"W, 92.33 FEET TO A 3/4" IRON PIPE SET;
THENCE N63°19'52"W, 121.43 FEET TO A 3/4" IRON PIPE SET;
THENCE S50°43'29"W, 112.41 FEET TO A 3/4" IRON PIPE SET;
THENCE N49°48'42"W, 167.76 FEET TO A 3/4" IRON PIPE SET;
THENCE N29°04'17"E, 130.46 FEET TO A 3/4" IRON PIPE SET;
THENCE N27°57'24"E, 250.28 FEET TO A 3/4" IRON PIPE SET;
THENCE N33°09'34"E, 102.83 FEET TO A 3/4" IRON PIPE SET;
THENCE N13°29'40"E, 331.32 FEET TO A 3/4" IRON PIPE SET;
THENCE S89°38'26"E, 434.99 FEET TO A 1/2" IRON PIPE ON THE WESTERN RIGHT OF WAY OF RESSLER STREET;
THENCE S89°44'20"E, 664.53 FEET TO A 1/2" REBAR;
THENCE S89°02'49"E, 77.67 FEET TO A 1" IRON PIPE, SAID IRON PIPE BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,420,640 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Waterline Improvements

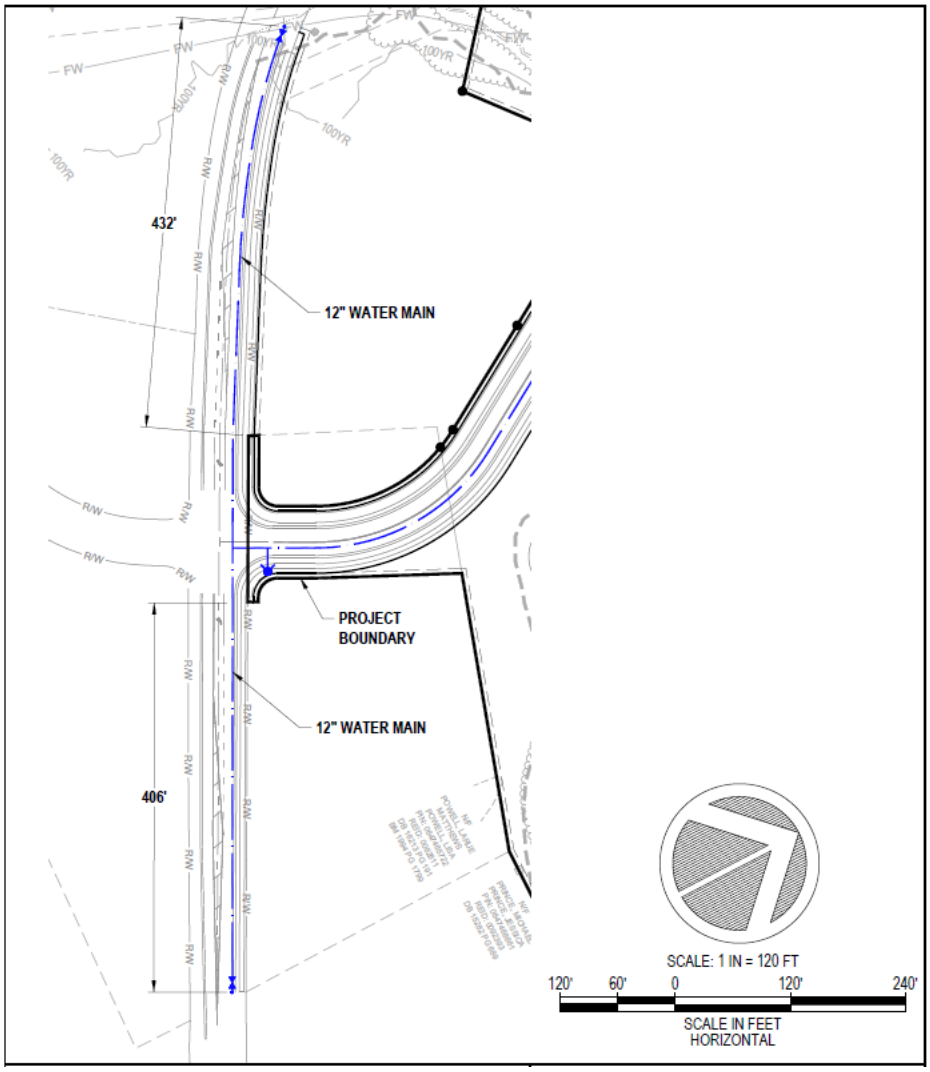
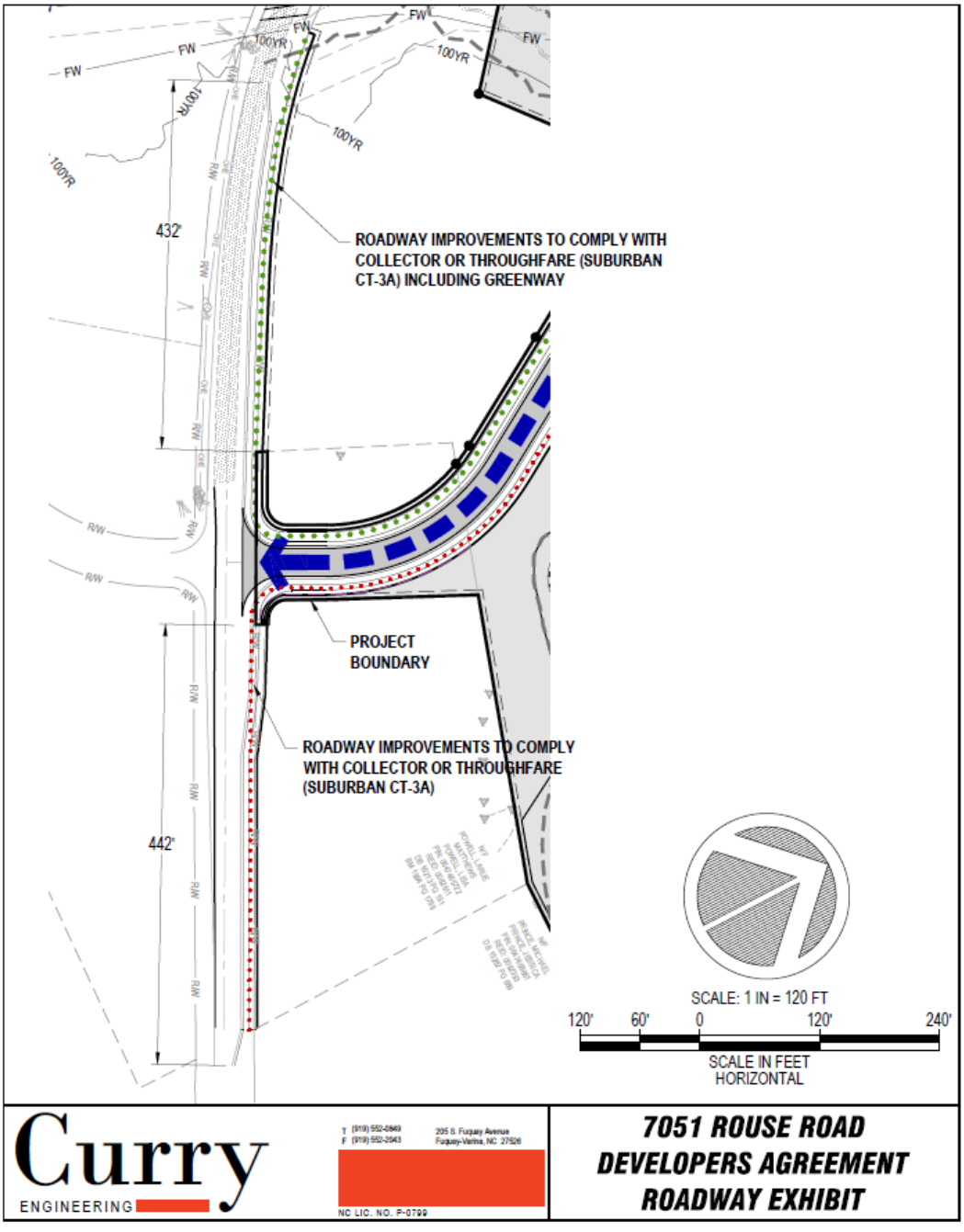


EXHIBIT C

Road Improvements



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business
Title: Rezoning 25-REZ-09 New School Montessori
Strategic Priority Area: Growth Management & Economic Vitality
Staff Resource: Brett Gosney, Development Services, Elliot Blonshine, Development Services

Action(s):

- Adopt Ordinance RZ26-04 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve / deny / defer Rezoning 25-REZ-09.

Explanation:

- The applicant submitted a petition for a rezoning from RR Rural Residential to RR-CD Rural Residential Conditional Zoning District for an expansion of an existing Montessori School and Childcare Center at 5617 Sunset Lake Road.
- The proposed rezoning is Option 2, (i.e. rezoning with a conceptual Master Plan). If approved, the applicant must submit a Development Plan for review.
- For Type 6 (Legislative) reviews, including rezoning, the Town Council must hold a legislative public hearing to receive public comment prior to the Planning Board's review and recommendation.

Staff Recommendation: Approve

Town Council Public Hearing:

- The legislative public hearing process, including rezoning, is prior to the Planning Board review and recommendation.
- The public hearing was held on March 17, 2026. A link to the public hearing video is included in the staff report.
- During the public hearing, the applicant received feedback from residents and Town Council regarding the traffic on Sunset Lake Road, traffic during pick-up / drop off times, and walkability of the site from adjacent neighborhoods.

Planning Board Recommendation: Approve (8-0) [1 absent]
A summary of the Planning Board discussion is in the staff report. *(Note: This Report is a separate attachment from the Staff Report)*

Changes made following the Public Hearing:

- The applicant has included a condition to reserve a location for a pedestrian stub to their

eastern property line provided the Camp Branch Greenway alignment is determined within five years of zoning approval.

Background:

- The project is located within Town limits.
- In accordance with the updated Town Council Legislative review process, consideration of this application will take place on the following schedule:
    - Tuesday, March 17th - Town Council Public Hearing
    - Tuesday, June 23rd - Planning Board review and recommendation
    - Tuesday, July 21st - Town Council consideration and decision

Funding Source(s):

N/A

Attachment(s):

1. 25REZ09_Montessori_StaffReport_TC072126
2. 25REZ09_PlanningBoardActionReport
3. 25REZ09_RezoningOrdinance
4. 25REZ09_NewSchoolMontessori_Application
5. 25REZ09_NewSchoolMontessori_Plans

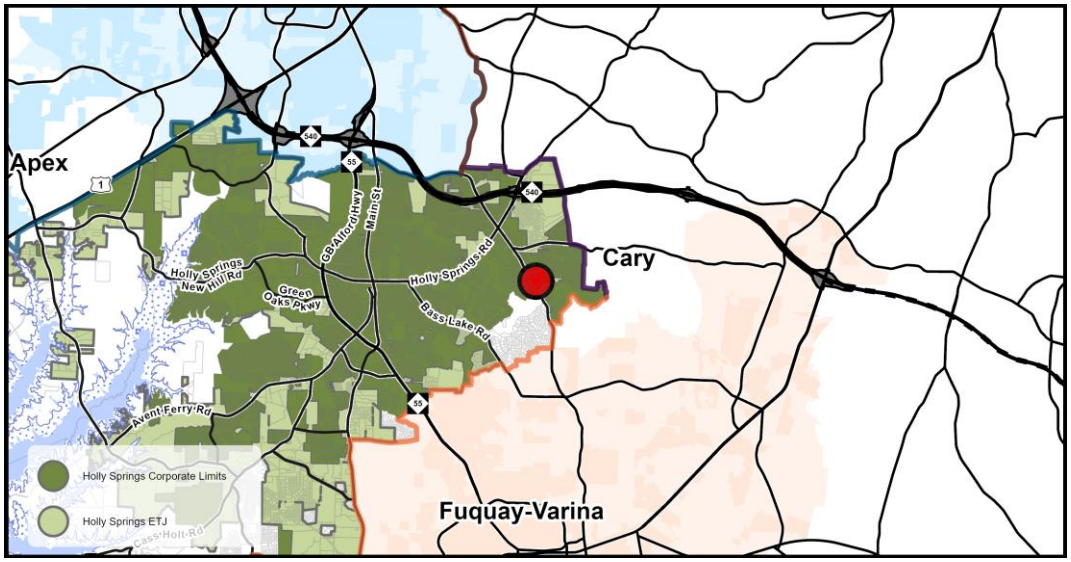
Project Type: Zoning Map Amendment (Rezoning)
Conditional Zoning District
Master Plan (Option 2)

Concurrent Applications:
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:
Laura Holloman, McAdams on behalf of The New School Montessori

Property Address: 5617 Sunset Lake Road

Property Area: 11.22 ac.



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

Project Summary:
A rezoning of 11.22 acres from RR Rural Residential to RR-CD Rural Residential Conditional Zoning District location at 5617 Sunset Lake Rd. for the expansion of the existing school and childcare center on the site.

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.

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Case Summary

Current Zoning:
RR Rural Residential
☐ Conditional Zoning District

Proposed Zoning:
RR Rural Residential
☒ Conditional Zoning District
Master Plan (Option 2)



Aerial Photograph

Growth Strategy Map:
Places to Preserve
Places to Enhance

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Natural Area
Residential Neighborhood

Staff Analysis:

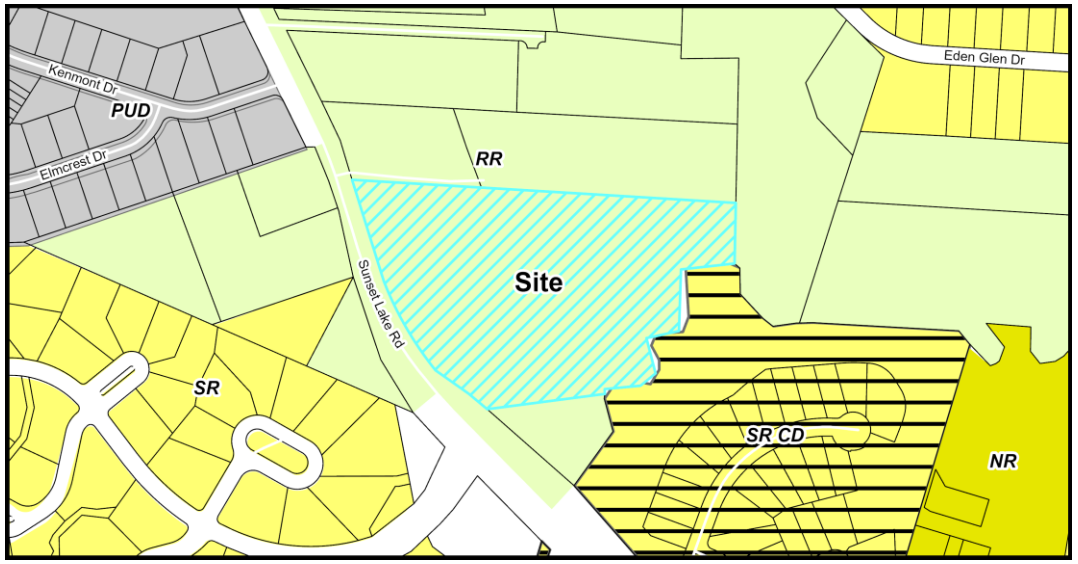
The Zoning Map Amendment is: ☒ Consistent with Adopted Plans/Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

As highlighted in the Land Use and Character Plan, Residential Neighborhoods are primarily residential but may include limited civic or other non-residential (non-commercial) uses. The appropriate non-residential or civic uses do include Schools and Child Care Centers which are being provided with this development to support the adjacent existing residential uses. Minimal modifications to the Unified Development Ordinance are being proposed, including smaller setbacks along Sunset Lake Road to allow larger areas of Tree Preservation to be maintained in the rear of the site. This accomplishes the goal of the Comprehensive Plan of development being sensitive to existing natural resources including large tree stands. The applicant is providing the improvements to Sunset Lake Road that are required by the Town's Comprehensive Transportation Plan which will make steps towards providing greater pedestrian connectivity to this segment of Sunset Lake Road. Overall, the proposed rezoning to allow for the expansion of the existing school and child care facility is consistent with Town's adopted plans.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0669330330	RR	11.22 ac
	Total Area	**11.22 ac**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR Rural Residential	School & Child Care Facility
North	RR Rural Residential	Detached Dwellings
South	RR Rural Residential & SR-CD Suburban Residential Conditional District	Vacant / Detached Dwellings
East	RR Rural Residential	Vacant
West	RR Rural Residential & SR Suburban Residential	Vacant

Parcel Rezoning History

Rezoning Number: 22-REZ-01 (2022 UDO Update Zoning Reassignment)
Original Zoning: R-30
Approved Zoning: RR Rural Residential
Approval Date: March 1, 2022

Land Use & Character Information

Vision Holly Springs Comprehensive Plan Section 1

Growth Strategy Map: Places to Enhance

Future Land Use: Natural Area
Residential Neighborhood

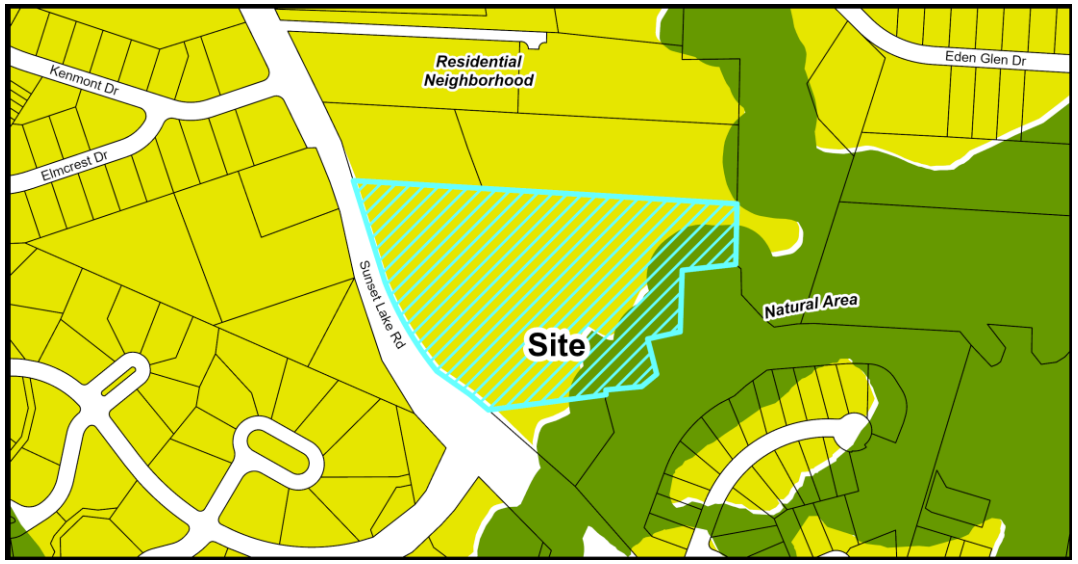
Small Area Plan: N/A

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: Residential Neighborhood
A **Residential Neighborhood** area includes one housing type – single dwelling detached – on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. Homes are oriented towards streets with rear yards larger than front yards. Some **Residential Neighborhood** areas may mix lot and house sizes on the same block, or provide accessory dwelling units. Pedestrian-scale blocks and a grid street network support a well-connected, cohesive community. New **Residential Neighborhood** areas should include a comprehensive and connected network of open space throughout the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off. Internal streets and open space in a **Residential Neighborhood** area should connect to existing or future neighborhoods nearby. **Residential Neighborhoods** are primarily residential but may include limited civic or other non-residential (non-commercial) uses.

Key Characteristics Include:
- Streets should provide connections to adjacent neighborhoods and development.
- Development should be sensitive to existing natural resources including large tree stands and drainage-ways. Mass grading and tree clearing should be avoided whenever possible.
- Low impact landscape design techniques and sustainable stormwater practices should be incorporated.
- Civic buildings, including schools, may be appropriate in some Residential Neighborhood areas.
- Very walkable, with sidewalks, bike facilities, paths and trails.

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.

Key Characteristics of Natural Area include:
- Single dwelling residential houses are permitted.
- Any development should be sensitive to existing conditions. Mass grading is not permitted. Tree clearing is not permitted except on properties under forest management programs agriculture, recreation, or for a single dwelling residential home site.
- Any civic or recreational open space is informal in character.

Small Area Plan: N/A

Land Use & Character Information (cont.)

Historic Structures: ☒ None

Land Use & Character Staff Analysis:

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

The Future Land Use Map of the Land Use and Character Plan designates this site as Residential Neighborhood. The proposed Option 2 Conditional Zoning District rezoning is for the future expansion of the existing school (k-12) and Child Care Center.

As highlighted in the Land Use and Character Plan, Residential Neighborhoods are primarily residential but may include limited civic or other non-residential (non-commercial) uses. The appropriate non-residential or civic includes Schools and Child Care Centers. Developments within the Residential Neighborhood designation should also be sensitive to existing natural resources including large tree stands and drainage-ways with mass grading and tree clearing being avoided whenever possible. Additionally, the preservation of specimen trees on the site is encouraged.

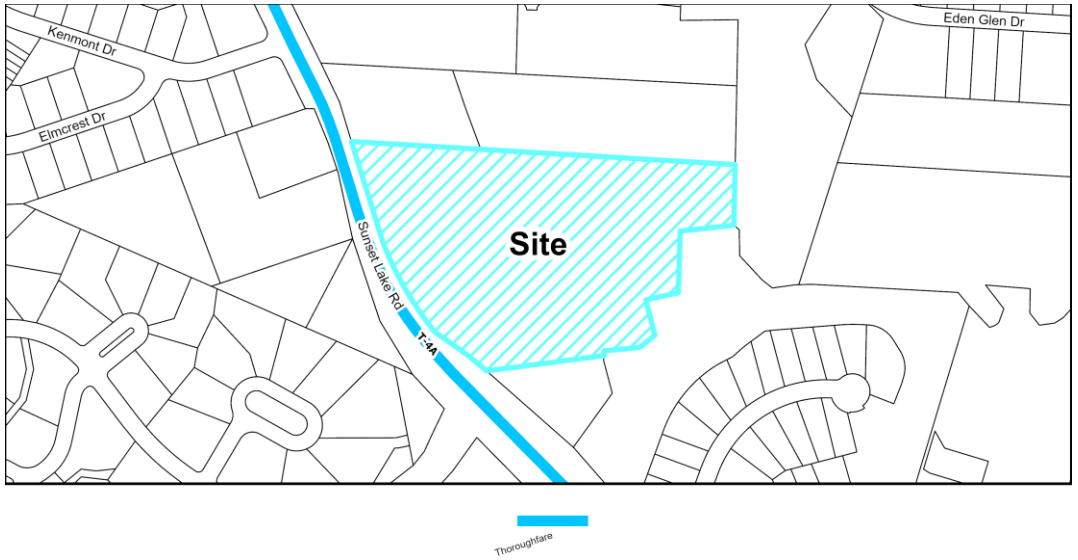
While this site is not developed as a typical Residential Neighborhood with detached dwellings, the proposed use of school (k-12) and Child Care Facility are uses that support the existing adjacent neighborhoods with limited impacts on those properties. This development is maintaining the large tree stands on site as shown on the Open Space & Preservation Plan. While some specimen trees near the front of the site do need to be removed to allow for additional development, a vast majority of the specimen trees on site will be preserved in line with the Comprehensive Plan. Overall, staff finds the proposed use 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 has frontage along Sunset Lake Road. In accordance with the Comprehensive Transportation Plan (CTP), UDO, and the proposed set of uses, Sunset Lake Road is required to be a 4-lane median-divided roadway. This project is required to construct half of the cross-section along the property frontage of Sunset Lake Road, which includes a 10' sidepath. The project will continue to utilize the existing driveway on Sunset Lake Road.

The nearest sidewalk connection point is 300 feet north and is on the opposing side of the street so the UDO does not require a connection. Staff requested the applicant extend the sidewalk/sidepath north along Sunset Lake Road to connect to existing sidewalk at Kenmont Drive (entrance to Sunset Ridge subdivision) or to consider other pedestrian connections such as to the Creekside subdivision to the south, or by extending an internal pedestrian connection to their eastern property line that could eventually connect to the proposed Camp Branch Greenway. The applicant has included a condition to reserve a location for a pedestrian stub to their eastern property line provided the Camp Branch Greenway alignment is determined within 5 years of zoning approval.

New Location Roadways:

There are no new CTP Roadways through this parcel. However, a vehicular stub will be provided to the northern property line.

Hotspot/Safety Study Location:

N/A

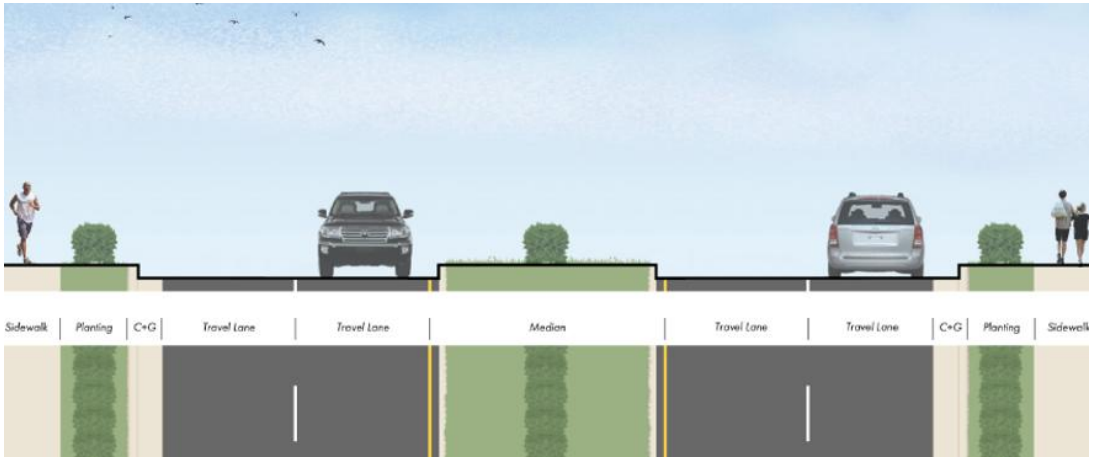
Improvement Prioritization:

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 Site Specific Traffic Assessment (SSTA) (Tier 2 traffic study) was completed with the rezoning petition. This development is required to adhere to, and construct, the recommended improvements as follows:

Sunset Lake Road and Existing Site Driveway

- Construct the Existing Site Driveway with two egress lanes; one exclusive left-turn and one exclusive right-turn lane.
- Provide the maximum allowable right-turn lane storage length that can be constructed within the site.

Transportation Staff Analysis:

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

In accordance with the proposed set of uses, the mitigation improvements shown with the Rezoning are consistent with Traffic Study Policy and the frontage widening is consistent with the Comprehensive Plan. In response to feedback at the public hearing, the applicant has included a condition to reserve a location for a pedestrian stub to their eastern property line provided the Camp Branch Greenway alignment is determined within 5 years of zoning approval.

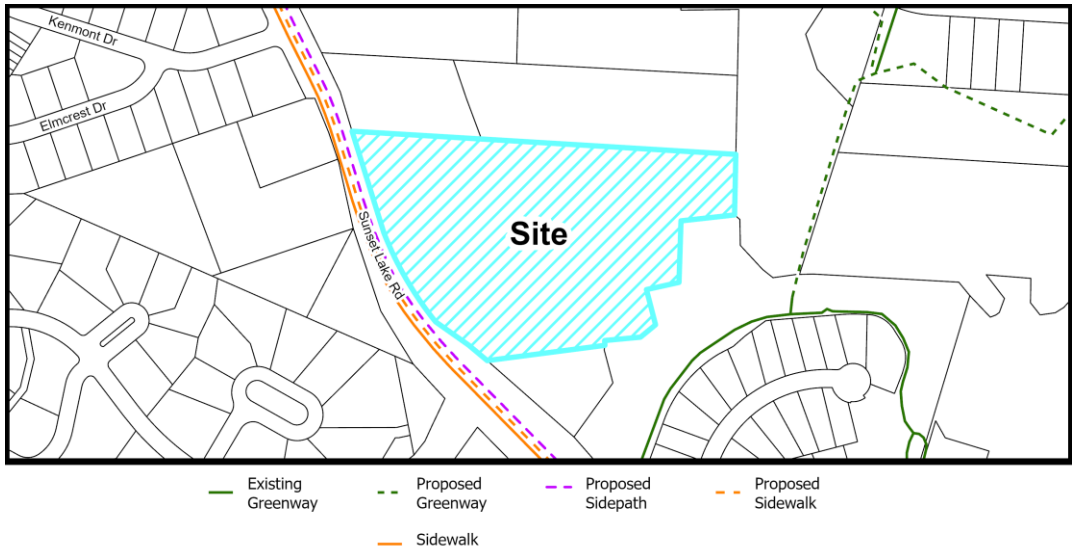
Parks, Recreation, & Greenways Information

Vision Holly Springs Comprehensive Plan Section 3

Park Search Area

☐ Yes

☒ No



Active Transportation Map

Required Active Transportation Improvements

☐ Greenway ☒ Sidepath

A 10-ft wide sidepath will be constructed along the Sunset Lake Road frontage as part of the road widening improvements in accordance with the Parks, Recreation, & Greenways Master Plan.

Parks, Recreation, & Greenways Summary

A 10-ft wide sidepath will be constructed along the Sunset Lake Road frontage as part of the road widening. The nearest sidewalk connection point is 300 feet north and is on the opposing side of the street so the UDO does not require a connection. Staff requested the applicant extend the sidewalk/sidepath north along Sunset Lake Road to connect to existing sidewalk at Kenmont Drive (entrance to Sunset Ridge subdivision). The applicant declined to commit to making that improvement at this time.

Parks, Recreation, & Greenways Staff Analysis:

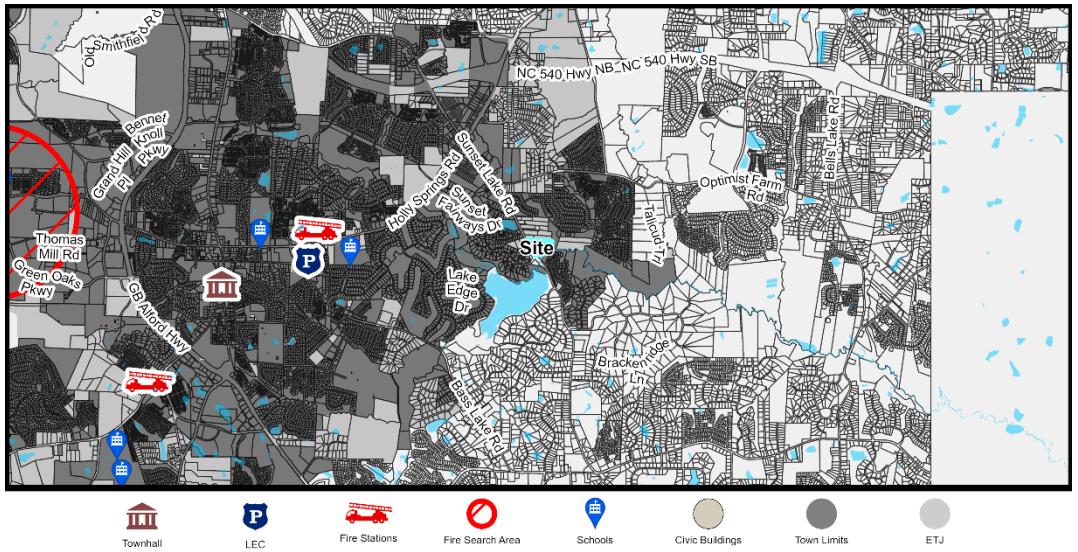
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Parks, Recreation & Greenways Master Plan/Ordinances

The site is not within a park search area and not proposing residential dwelling units; therefore, public park land dedication is not required. The applicant has proposed a sidepath along the Sunset Lake Road frontage in accordance with the Parks, Recreation, & 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

Community Facilities Staff Analysis:

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

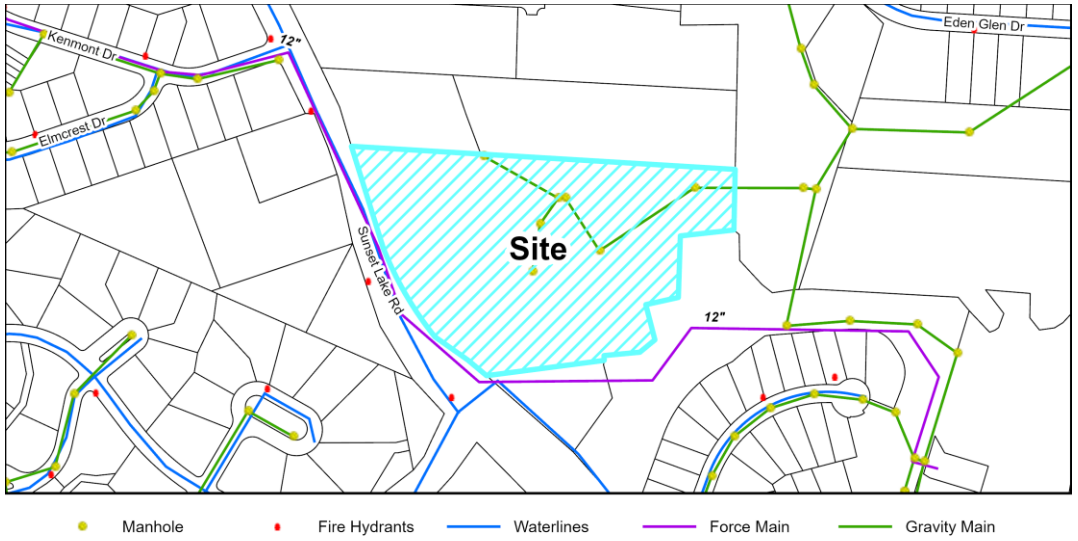
The subject property is outside of a search area for a public safety station as designated on the previous Community Facilities Map. The community facilities map adopted in November 2025 shows this site within search area #4. The proposed expansion does not have an impact the schools.

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 currently served by Town water facilities. Watermain currently exists within Sunset Lake Road, along the entire property frontage. At the time of future expansion, a water stub will be provided to the northern property line, adjacent to the existing sewer stub. A fire flow analysis will be completed at the time of Major Subdivision.

Sanitary Sewer:

A Sewer Study was submitted in 2020 to accompany the extension of sewer main to the project site, which was installed in 2023-2024. The sewer installation included sewer stubs to upstream parcels. An update to the Sewer Study was provided with this rezoning application. Based on the school's current water usage rates, and the proposed expansion, the school can operate under the existing sewer permit without exceeding the previously approved flow. Therefore, the existing infrastructure is adequate to serve the proposed expansion, and a Utility Allocation Request is not required.

Reclaim:

The project is outside of the Town's Reclaimed 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
As previously discussed, the school expansion will be able to continue operating under their previously approved sewer permit, and therefore, additional utility allocation is not needed with this rezoning.

Infrastructure & Utility Staff Analysis:

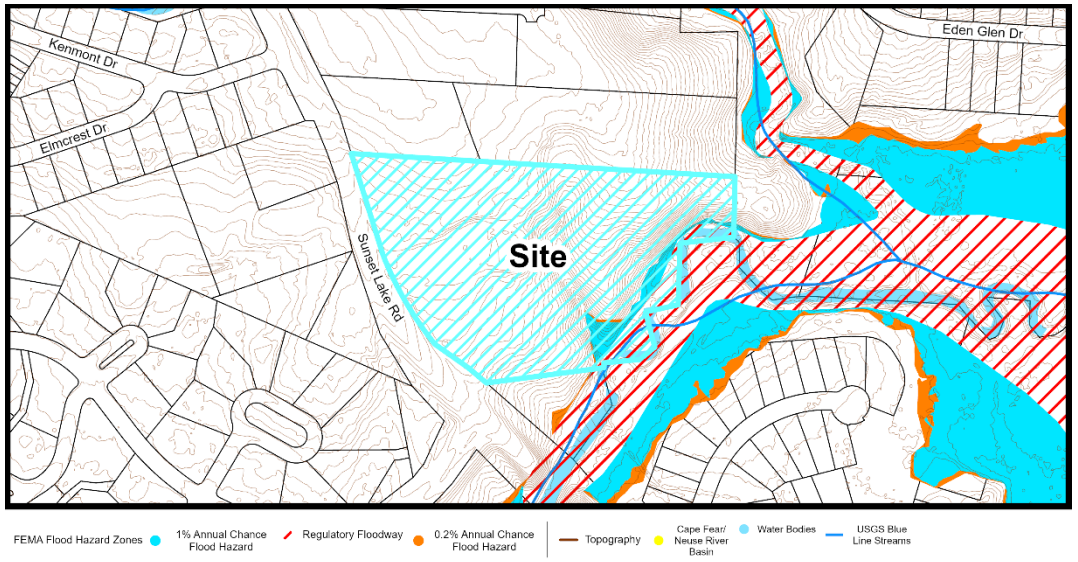
The Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent with the Infrastructure & Utilities Plan/Ordinances

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

Natural Resources & Open Space Information

Vision Holly Springs Comprehensive Plan Section 6

Total Required Open Space	**3.32 ac.**
Tree Preservation Area	25% or 2.76 ac.
Active Recreation Area	0% or 0 ac.
Urban Civic Space	0% or 0 ac.
Flexible Space	5% or 0.55 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The applicant is providing more than the required open space for this development. This development is providing 5.1 acres of Tree Preservation area and 0.6 acres of flexible space being dedicated toward the Tree Preservation area for a total area of 5.7 acres. Additionally, while not required by the Unified Development Ordinance, the applicant is proposing 1.2 acres of Active Recreation Area on the site.

Stormwater:

This project is located within the Neuse River Basin and proposes 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 applicant is proposing more than the minimum required open space with mostly Tree Preservation area and a smaller area of Active Recreation. Overall, the open space is consistent with the Unified Development Ordinance (UDO).

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):

Building Height	UDO Standard	Proposed Standard
Maximum Building Height	35'	35'

Building Setbacks	UDO Standard	Proposed Standard
Front	20'	20'
Side	10'	5'
Rear	25'	25'
Thoroughfare Setback	50'	25'

Permitted Uses (UDO Section 3):

	UDO Standard	Proposed Standard
Child Care Center	SUP	P

Landscaping (UDO Section 5):

Perimeter Buffers	UDO Standard	Proposed Standard
Adjacent to RR	5' Type A	10' Type B
Thoroughfare Setback	5' Type A	5' Type A

Parking (UDO Section 6):

Vehicle Parking Locations	UDO Standard	Proposed Standard
Front Yard Restricted	Not Permitted	Permitted*

*Only for existing parking. All new parking shall meet the requirements of the Unified Development Ordinance.

Additional Standards

Proposed Façade Standards
• Vertical Variations shall not be required of existing or proposed building. • Type 1 Materials shall constitute a minimum of 35% of the building façade. • Type 2 Materials shall be allowed to constitute up to 50% of the façade. • Type 3 materials shall constitute a maximum of 10% of the façade. • The maximum allowable expanse of blank wall shall be 35'. • The building facades and architectural finishes shall be similar and compatible to with the existing school building on site.

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



Site Design Highlights

- Existing Building to remain on site.
- Large area of tree preservation on the eastern portion of the site.
- 10' side path to be constructed along the road frontage.

Conditional Zoning District Standards Staff Analysis

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

The applicant is requesting minimal changes to the Development Standards with the largest change being the reduction of the thoroughfare setback to allow for buildings to be located closer to Sunset Lake Road. This reduction allows for a greater focus to be placed on the buildings along the streetscape and larger areas of tree preservation to be maintained in the rear of the site and adjacent to other properties. The development is incorporating the existing natural features to help preserve the sites character to be more compatible with the adjacent residential uses and provide more desirable use of the open spaces. Changes are also proposed to the façade standards to allow for the newly constructed buildings to be consistent with the existing buildings on site. This allows for the development to be more consistent in look and feel once the site is fully constructed.

The applicant is proposing to change the use of Child Care Center from a Special Use Permit to Permitted by right, which is allowable through the Conditional District Rezoning Process. Additionally with the use of a School (K-12) only being permitted within the Conditional Zoning District within the Rural Residential District, this rezoning is helping to bring a currently legal non-conforming use into compliance.

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

As highlighted in the Land Use and Character Plan, Residential Neighborhoods are primarily residential but may include limited civic or other non-residential (non-commercial) uses. The appropriate non-residential or civic uses do include Schools and Child Care Centers which are being provided with this development to support the adjacent existing residential uses. Minimal modifications to the Unified Development Ordinance are being proposed, including smaller setbacks along Sunset Lake Road to allow larger areas of Tree Preservation to be maintained in the rear of the site. This accomplishes the goal of the Comprehensive Plan of development being sensitive to existing natural resources including large tree stands. The applicant is providing the improvements to Sunset Lake Road that are required by the Town's Comprehensive Transportation Plan which will make steps towards providing greater pedestrian connectivity to this segment of Sunset Lake Road. Overall, the proposed rezoning to allow for the expansion of the existing school and child care facility is consistent with Town's adopted plans.

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: 6/26/2025
Summary of Issues:

- Concerns regarding the traffic that is created along Sunset Lake Road.

Legislative Public Hearing

Public Hearing Date: 3/17/2026

Public Hearing Video: https://hollyspringsnc.portal.civicclerk.com/event/640/media (Public Hearing begins at 2:19:09)

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:

- Queueing and stacking onto Sunset Lake Road during the drop off / pick up times.
- Current traffic situation with drop off / pick up traffic turning around in adjacent neighborhoods.
- Size of the future expansion.
- Providing sidewalk connections to adjacent neighborhoods.

Planning Board Consideration & Action

Planning Board Meeting Date: 6/23/2026

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:

- The applicant has included a condition to reserve a location for a pedestrian stub to their eastern property line provided the Camp Branch Greenway alignment is determined within 5 years of zoning approval.

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 RR Rural Residential to RR-CD Rural Residential Conditional Zoning District is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Residential Neighborhood and the Rural Residential Conditional Zoning District provides low intensity, limited public and institutional uses, such as schools and daycares, that are at a scale and design compatible with nearby residential development. The requested rezoning is reasonable and in the public interest because it fulfills the goals and objectives of the Comprehensive Plan, including development being sensitive to existing natural resources, providing appropriate civic use, and preserving specimen trees.

Potential Zoning Map Amendment Petition Motion(s)
Adopt Ordinance #RZ26-04 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve rezoning.

Planning Board Meeting Date: 6/23/2026

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:
- None

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 (8 - 0) *[1 absent]*

The requested Zoning Map Amendment from RR Rural Residential to RR-CD Rural Residential Conditional Zoning District is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Residential Neighborhood and the Rural Residential Conditional Zoning District provides low intensity, limited public and institutional uses, such as schools and daycares, that are at a scale and design compatible with nearby residential development. The requested rezoning is reasonable and in the public interest because it fulfills the goals and objectives of the Comprehensive Plan, including development being sensitive to existing natural resources, providing appropriate civic use, and preserving specimen trees.

Zoning Map Amendment Petition Motion
The Planning Board recommends the Town Council approve Zoning Map Amendment 25-REZ-09 to change the zoning of 11.22 acres of Wake County PIN #0669330330 from RR: Rural Residential to RR-CD: Rural Residential Conditional Zoning District as submitted by Laura Holloman of McAdams, Inc.

The Planning Board voted in favor of the recommendation (8 - 0) *[1 absent]*

Ordinance No. 26-04
Date Submitted: July 21, 2026
Date Adopted: **July 21, 2026**

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; Section 3: Parks, Recreation and Greenways Master Plan in 2021; and Section 4: Public Facilities; Section 5: Infrastructure & Utilities; and Section 6: Natural Areas in 2025; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 11.22 acres of Wake County PIN 0669330330 from RR: Rural Residential to RR-CD: Rural Residential Conditional Zoning District; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Designation; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on March 17, 2026 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 June 23, 2026 and recommended approval by a vote of 8-0; 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 RR Rural Residential to RR-CD Rural Residential Conditional Zoning District is consistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Residential Neighborhood and the Rural Residential Conditional Zoning District provides low intensity, limited public and institutional uses, such as schools and daycares, that are at a scale and design compatible with nearby residential development.

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 it fulfills the goals and objectives of the Comprehensive Plan, including development being sensitive to existing natural resources, providing appropriate civic use, and preserving specimen trees.

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-09 to change the zoning of PIN# 0669-33-0330 from RR Rural Residential to RR-CD Rural Residential Conditional Zoning District.

The property/properties is/are subject to all the conditions listed in the Conditional Zoning District Rezoning Master Plan dated 6/17/2026 by Laura Holloman of McAdams, Inc and to include the condition that the property owner/Developer enters into a Transportation Mitigation Agreement with the Town.

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 RR Rural Residential to RR-CD Rural

Residential Conditional Zoning District is inconsistent with the Vision Holly Springs Comprehensive Plan since the Future Land Use Plan Map indicates this property as Residential Neighborhood and the Rural Residential Conditional Zoning District provides a development that is not compatible with the adjacent developments.

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 and in the public interest because it will have an adverse impact on adjacent properties that are not being mitigated.

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 MONTH XX, 20XX in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of July, 2026.

–

Town of Holly Springs by

_____
Michael D. Kondratick, 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: Laura Holloman	Company: McAdams
Mailing Address: 621 Hillsborough Street Suite 500	
City, State, Zip: Raleigh, NC 27603	
Telephone: 919-361-5000	E-Mail: holloman@mcadamsco.com
Design Professional	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Developer	
Name: Julie Schoer	Company: The New School (Montessori)
Mailing Address: 5617 Sunset Lake Road	
City, State, Zip: Holly Springs, NC, 27540	
Telephone: 919-303-3636	E-Mail: julie@montessoricenter.org
Architect	
Name: Alex Furini	Company: Furini Architects
Mailing Address: -	
City, State, Zip: -	
Telephone: 919-646-5811	E-Mail: alex@furiniarchitects.com
Landscape Architect	
Name:	Company:
Mailing Address:	
City, State, Zip:	
Telephone:	E-Mail:
Financially Responsible Party (REQUIRED)	
Name: The New School Inc	Company: The New School Inc
Mailing Address: 5617 Sunset Lake Road	
City, State, Zip: Holly Springs, NC, 27540	
Telephone:	E-Mail:
Property Owner (REQUIRED)	
Name: The New School INC	Company: The New School INC
Mailing Address: 5617 Sunset Lake Road	
City, State, Zip: Holly Springs, NC, 27540	
Telephone: 919-303-3636	E-Mail: julie@montessoricenter.org

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	The New School- Montessori
Project Location *Use street address. If none, use closest intersection*	5617 Sunset Lake Road
	☑Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN(s)	0638529592
Real Estate ID	0236765
Project Acreage	11.22 Partial Parcel? ☐ Yes ☑ No
Current Zoning	RR
Proposed Zoning	RR-CD
Current Future Land Use Designation	Residential Neighborhood
Proposed Future Land Use Designation	Residential Neighborhood
Small Area Plan Designation *(if applicable)*	n/a
Special Study Scoping Meeting Dates	April 2025
Sketch Plan Review *(pre-submittal)* Meeting Date:	06/25/2025
Neighborhood Meeting Date:	06/25/2025

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:

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.

SECTION 1: LAND USE & CHARACTER

See attached.

SECTION 2: COMPREHENSIVE TRANSPORTATION PLAN

See attached.

SECTION 3: PARKS, RECREATION

See attached.

SECTION 4: COMMUNITY FACILITIES

See attached.

SECTION 5: INFRASTRUCTURE & UTILITIES

See attached.

SECTION 8: NATURAL RESOURCES

See attached.

STATEMENT OF REASONABLENESS

See attached.

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.

See attached.

Plan Consistency Statement

Executive Summary

The Future Land Use Map ("FLUM") designates the project site as Residential Neighborhood. The FLUM description and characteristics of Residential Neighborhood call for developments consisting of one housing type on a varied lot sizes, but also notes that limited civic and non-commercial, non-residential uses may be included as part of this designation. The proposed rezoning is to allow for an expansion of the existing use on the site, which is a private school. The New School Montessori school seeks to expand their existing on-site building, as well as improve their open space and recreation areas for students. The TIA has been conducted to accommodate for an additional 87 students.
In this regard, as described below and as depicted on the development plan and associated materials, the proposed development furthers the following specific recommendations of the Future Land Use Plan:

a. FLU-1 Encourage Use of the Land Use & Character Plan in Everyday Decision Making
b. SI-4 Improve the Land Use-Transportation Connection
c. SI-11 Safeguard Access to Quality Education
d. CC-3 Improve Parking Design
e. CC-8 Improve Walkability

Land Use and Character

The rezoning request and proposed development are consistent with the land use designation for the site as shown on the Future Land Use Map. The FLUM identified this site as a Residential Neighborhood. The proposed development and rezoning will allow for the existing school on the site to expand. This would align with the FLUM as it states that non-commercial, non-residential uses can be permitted in areas designated as residential neighborhood.

The rezoning request is consistent with the Comprehensive Plan Objectives:

1. **"To prevent sprawl and ensure that community services and infrastructure are used strategically and conservatively."**

The proposed development will expand upon existing development in Holly Springs, rather than developing a new parcel further out in Town. The sidewalk improvements along Sunset Lake Road would allow students to safely and easily walk to school. In addition, the expansion and improvement of the school would enable more students to enroll there, reducing some of the burden on existing public schools in Town.

1. **"To preserve and protect, where appropriate agricultural land, *green space, woodland, and the natural environment."***

The proposed rezoning will ensure that significant areas of existing trees and woodlands on-site are preserved. This will help to ensure an adequate buffer between the school and surrounding properties. Additionally, this will help to preserve key natural areas and native habitats in Holly Springs.

Residential Neighborhood

The proposed development is consistent with the Future Land Use designation for this area as Residential Neighborhood. The proposed development will allow for an expansion and improvement of the existing school on the site. The Residential Neighborhood FLUM designation does allow for limited non-commercial, non-residential uses, which would include the school.

Comprehensive Transportation Plan

The rezoning request is consistent with the Comprehensive Plan Objectives. The development will improve the roadways along the site's frontage in accordance with the Comprehensive Transportation Plan as well as construct the improvements outlined in the approved Traffic Impact Analysis (TIA) report. The project will be responsible for their half of the CTP T4-A cross-section on Sunset Lake Road, including the provision of sidewalks on their half of the ROW. This will provide greater pedestrian connectivity along Sunset Lake Road. In addition a vehicular stub will be provided via public street or drive aisle to the parcels to the north of the site, in accordance with the Town's UDO and ED&CS at the time of site plan.

Parks and Recreation

The proposed rezoning is not located within a park search area. The development will provide active recreation space for students to use and enjoy. Additionally, the site will provide an area of Urban Civic Space on the northern portion of the site, balancing school safety needs and public benefits.

Community Facilities

This rezoning request is consistent with the following Comprehensive Plan objectives:

1. "Inform developers when proposing new subdivisions – of the need for residents' access to community facilities and the importance to plan appropriately to enable this access."

The development is designed with natural preservation, active recreation areas and urban civic space throughout the development for residents to enjoy. In addition, the developer also plans for community facilities such as police, fire, and EMS when designing development. Interior streets are required to accommodate the largest emergency response vehicle. Staff reviews the submittal to ensure that the vehicle can safety maneuver through all access points and amenity parking areas.

Infrastructure and Utilities

This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Provide infrastructure to meet the needs of residents and development while protecting the environment."

The proposed development will extend public utilities to the site. The project will provide water and sewer stubs to adjacent properties as required by the UDO. In addition, it is noted that a fire flow

analysis is required at the time of development plan. Along with the preservation of existing environmentally sensitive areas, the proposed development satisfies the spirit and intent of the Policy. In addition, a sewer study has been completed and approved as part of this rezoning request and all required mitigation recommendations from that study shall be completed with this development in line with that study. A Fire Flow Analysis will be submitted at time of major subdivision plan.

Natural Resources

This rezoning request is consistent with the following Comprehensive Plan objectives:

1) "Balance development with conservation."

The Town uses several tools throughout the development process to ensure this balance has been thoughtfully approached in the protection of streams and environmental features and a newly adopted tree protection ordinance. In addition, there will be tree preservation consistent with and in excess of the Town's tree protection ordinance minimum standards. This will ensure that existing habitats and natural areas are protected. This will also help to improve and moderate air quality in the Town, by maintaining existing tree mature tree canopy.

Statement of Reasonableness

The proposed rezoning and associated development are reasonable and in the public interest. The rezoning and conditions proffered as part of the rezoning align with the goals and vision for the Town, as outlined in the Comprehensive Plan and Future Land Use Map. The rezoning will allow for a residential development that is of a high quality in both design and substance, as well as being compatible with the surrounding developments.

Additionally, the conditional district rezoning requested ensures a higher re-development and improvement of the site than the town would otherwise achieve through a by-right development of the site. The architectural finishes and cohesive design principles embodied in the proposed development are achieved only with the conditional district rezoning requested herein.

The project will provide improved access to educational opportunities for students and young families as the Town of Holly Springs continues to grow, especially with the arrival of employment centers such as Amgen and Fujifilm which will draw increased numbers of families to the Town. The proposed rezoning will allow for a reasonable expansion of the existing Montessori School on site, which will provide additional educational opportunities and school options for families in Holly Springs.

Public Benefits Statement

This proposal will provide significant public benefit to the Town of Holly Springs and its residents. The development will also improve the roadways along the site's frontage in accordance with the Comprehensive Transportation Plan as well as the recommendations outlined in the Traffic Impact Analysis (TIA) report. The proposed development complements the surrounding uses and encourages connectivity to the public realm and other neighborhoods. The open space and recreation areas will ensure that trees and plants are abundant in the development, improving the air quality of the community. Sidewalk improvements along Sunset Lake Road will provide key pedestrian connections to the site, enabling students who live nearby to safely walk to school and reduce vehicle trips. Additionally, the site will enhance public health outcomes by ensuring students can safely walk to school, providing additional recreation opportunity. The proposed rezoning also provides significant tree preservation on site which will help to improve air quality in the community. The proposed rezoning will allow for a reasonable expansion of the existing Montessori School on site, which will provide additional educational opportunities and school options for families in Holly Springs helping to reduce the burden of a growing population on the public school system.

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:	06/25/2025
Meeting Time:	5:30pm
Meeting Location:	Zoom

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:

See attached.

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:

5617 Sunset Lake Road

Neighborhood Meeting Notes

June 26, 2025

At 5:30pm, the applicant opened the meeting and presented the proposed rezoning for the New School Montessori expansion located at 5617 Sunset Lake Rd. The applicant discussed the rezoning, future land use designation, provided the concept map for context, discussed the rezoning process and then opened the meeting up for questions. The following is a summary of the questions and comments:

1. What is the primary reason for the rezoning request? **The rezoning is required to pursue the expansion through a conditional district.**
2. What is planned for the "tree preservation" area? Any buildings, trails, etc.? **No buildings are permitted in that area, though trails may be added if the school chooses.**
3. There is already a traffic problem during drop-off and pick-up times. Is there a traffic control planned? **There is no specific traffic control plan at this stage, a traffic impact analysis has been conducted and is currently being reviewed by the Town.**
4. I live in Sunset Lake Village and my only concern is the expansion down the road. What will be done to alleviate the traffic in the AM and PM? **As mentioned, road frontage improvements are tied to the expansion and will not occur until that begins. The timing is uncertain, but traffic will continue to be evaluated throughout the process**
5. What are the areas to be expanded, such as enrollment, facilities, both**? The facilities will be expanded, which will naturally lead to increased enrollment.**
6. How big is the planned expansion? How many students today? How many in the future? **We don't have an answer currently, as the expansion is still in early stages. It's too soon for specific figures.**
7. Will there be a sidewalk added when the road is widened? Traffic lights? **Yes, a sidewalk will be added, This is an NCDOT road, signal placement must be warranted and approved by NCDOT.**
8. What is specifically expanding? **The goal is to work within the existing building footprint shown on the Concept Plan. The intent is to expand the school, but to maintain it as a small specialty institution.**
9. I live in the development across the street. Apart from school traffic, I cannot exit north from my neighborhood during rush hour without someone stopping to wave me in. There is too much traffic to accommodate additional traffic, even if the school widens their frontage. **Thank you. We will note your traffic concern and review it carefully.**
10. What is the urban civic space on the map? **"Urban civic space" is the Town's term for required open space in rezonings, typically including public amenities like benches.**

AFFIDAVIT OF OWNER'S CONSENT

Before me personally appeared New School Montessori Center 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:

0669330330	

and does hereby authorize Laura Holloman of McAdams to act

(name of representative/applicant)

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

Julie A. Schroer

Signature of Owner

Julie Schroer on behalf of New School Montessori Center
5617 Sunset Lake Road
Holly Springs, NC 27540

Sworn to or affirmed and subscribed before me this 24th day of June, 20 25.

NOTARY PUBLIC:

Dawn Marie McKlusky
Official Signature of Notary

(Official Seal)

Dawn Marie McKlusky, Notary Public
Print Name

DAWN MARIE MCKLUSKY
Notary Public - North Carolina
Wake County
My Commission Expires Oct 8, 2029

My commission expires: 10-8-29

NEW MONTESSORI SCHOOL

5617 SUNSET LAKE ROAD
HOLLY SPRINGS, NORTH CAROLINA 27540

25-REZ-09/PLRZ202500155
MASTER PLAN

PROJECT NUMBER: SPEC25055

DATE: JUNE 26, 2025

SHEET INDEX

C1.00	EXISTING CONDITIONS
C1.01	OVERALL TREE SURVEY
C1.02	TREE SURVEY SAMPLE AREAS
C2.00	CONCEPT PLAN
C2.01	TRANSPORTATION PLAN
C2.02	OPEN SPACE & PRESERVATION PLAN
C3.00	GRADING PLAN
C4.00	UTILITY PLAN
L5.00	LANDSCAPE PLAN
C8.00	TYPICAL SECTIONS
C8.01	DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS (RR)

Development Intensity	UDO Standard	Proposed Standard
Open Space and Conservation		
Overall Minimum Open Space Required	30%	30%
Building Setbacks - All Structures (ft)		
Front	Min: 20'	Min: 20'
Side	10'	5'
Side Corner	20'	5'
Rear	25'	25'
Building Setback along Thoroughfare (Sunset Lake Road)	50'	25'
Buffers		
RR Buffer	5' Type A	10' Type B
Thoroughfare Buffer	5' Type A	5' Type A
Building Height		
All Primary Structures	Maximum: 35'	Maximum: 35'
Accessory Structures (maximum)	25'	25'
All other applicable development standards not listed here shall follow UDO standards and requirements.		

SITE DATA

OWNER	NAME	PIN	REAL ESTATE ID
	THE NEW SCHOOL INC.	0669330330	0236765
SITE ADDRESS	5617 SUNSET LAKE ROAD HOLLY SPRINGS, NC 27540		
DEVELOPER	THE NEW SCHOOL INC.		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	RR-CD (RURAL RESIDENTIAL CONDITIONAL DISTRICT)		
SITE AREA	GROSS SITE AREA: 11.22 ACRES (488,743 SF) RIGHT OF WAY DEDICATION: 0.15 ACRES (6,738 SF) (1.1%) NET SITE AREA: 11.07 ACRES (482,209 SF)		
RIVER BASIN	NEUSE RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	SCHOOL, CHILDCARE CENTER		
PROPOSED USES	SCHOOL, CHILDCARE CENTER		

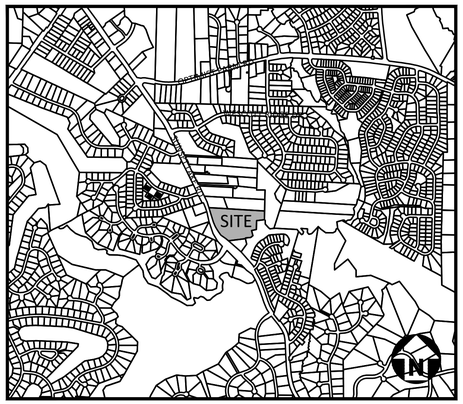
PERMITTED USE TABLE

Use	
School, Elementary/Middle	P
Childcare Center	P
Civic Building	P
Community Support Facility	P
Religious Use	P
Recreation Facility, Outdoor (<50 acres)	A
Infrastructure /Utilies (minor)	PS
Fitness Facilities	A
Recreation Facility, Indoor	A
Solar Energy Systems-Small	A

P = Permitted, X= Not Permitted, A= Accessory Use, PS= Permitted with additional standards per the UDO

RR-CD ZONING OPEN SPACE SITE DATA

NET SITE AREA	11.07 ACRES (482,209 SF)
TOTAL MINIMUM REQUIRED OPEN SPACE	REQUIRED: 3.32 ACRES (30%) PROVIDED: ± 6.9 ACRES
TREE PRESERVATION AREA	REQUIRED: 2.76 ACRES (25%) PROVIDED: ± 5.1 ACRES
ACTIVE RECREATION AREA	REQUIRED: 0.55 ACRES (5%) PROVIDED: ± 1.2 ACRES
FLEXIBLE SPACE	REQUIRED: 0.55 ACRES (5%) PROVIDED: ± 0.60 ACRES



VICINITY MAP

N.T.S.

GENERAL NOTES

1. SIDEWALKS, GREENWAY MULTI-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 THE REQUIREMENTS OF THE TOWN OF HOLLY SPRINGS UDO, ALL OF WHICH SHALL CONSTITUTE THE ZONING REGULATIONS FOR THE APPROVED DISTRICT AND ARE BINDING ON THE PROPERTY.
3. ALL MODIFICATIONS TO MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH UDO SECTION 11.16.
4. 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.
5. CHANGES TO THE USE/INTENSITY AND PROPOSED USES SHALL REQUIRE A REZONING.
6. ALL RECOMMENDED IMPROVEMENTS IN THE TIA WILL BE DESIGNED AND CONSTRUCTED WITH THIS DEVELOPMENT.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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PHONE: 919. 361. 5000

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JULIE SCHROER
5617 SUNSET LAKE ROAD
HOLLY SPRINGS, NC 27540
PHONE: 919 303 3636

PROJECT DIRECTORY

REVISIONS

NO.	DATE	
1	08. 08. 2025	REV PER TOWN COMMENTS
2	09. 19. 2025	REV PER TOWN COMMENTS
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4	01. 16. 2026	REV PER TOWN COMMENTS
5	02. 05. 2026	REV PER TOWN COMMENTS
6	02. 20. 2026	REV PER TOWN COMMENTS

MASTER PLAN DRAWINGS FOR:

NEW MONTESSORI SCHOOL
MASTER PLAN
5617 SUNSET LAKE DR.
HOLLY SPRINGS, NC 27540
PROJECT NUMBER: SPEC-25055

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NUM	RADIUS	ARC	DELTA	CHORD_BRG	CHORD
C1	961.28'	292.61'	17°26'26"	N30°13'42"W	291.21'

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

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NEW MONTESSORI SCHOOL
MASTER PLAN
5617 SUNSET LAKE ROAD
HOLLY SPRINGS, NORTH CAROLINA 27540

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PLAN INFORMATION

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CHECKED BY	MV
DRAWN BY	OR
SCALE	1"=50'
DATE	06. 26. 2025

SHEET

EXISTING CONDITIONS

C1.00

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SPECIMEN TREE TABLES

PRESERVED

TYPE	SZ
BE	28
BE	27
BE	34
BE	37
BE	29
BE	27
BE	27
BE	25
BE	30
H	29
M-PO	32
O	25
O	25
P	30
PO	26
PO	24
PO	39
PO	38
PO	30
PO	25
PO	43
PO	28
PO	27
PO	30
PO	24
PO	24
WO	26

TO BE REMOVED

TYPE	SZ
BE	28
D-G	25
DG	4
DG	4
H	26
T-WO	39

TREE CANOPY TYPE LEGEND

PRIMARILY HARDWOODS WITH PINES/EVERGREENS INTERSPERSED

PRIMARILY PINES WITH HARDWOODS INTERSPERSED

TREE LEGEND

- BE BEECH
- CH CHERRY
- DG DOGWOOD
- G SWEETGUM
- HAC HACKBERRY
- H HICKORY
- HO HOLLY
- HOR HORNBEAM
- M MAPLE
- O OAK
- P PINE
- PO POPLAR
- SO SOURWOOD
- WO WHITE OAK

X — DIAMETER INCH AT BREAST HEIGHT
X — TYPE OF TREE
D-X — DOUBLE-TRUNK
T-X — TRIPLE-TRUNK
M-X — MULTI-TRUNK

GENERAL NOTES:

1. IDENTIFIED TREES WERE APPROXIMATELY LOCATED BY MCADAMS USING A TRIMBLE CATALYST GPS UNIT. AS THESE GPS UNITS DO NOT PROVIDE SURVEY GRADE ACCURACY THIS DATA SHOUL DBE CONSIDERED APPROXIMATE AND USED FOR PLANNING PURPOSES ONLY. IF AN ACCURATE LOCATION IS REQUIRED A NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SHOULD BE ENGAGED
2. THE SITE IS ALMOST ENTIRELY WOODED WITH HEALTHY TREES, CONTAINING A MIXTURE OF PINES AND HARDWOODS RANGING IN SIZE BETWEEN 1-INCH AND 30-INCHES, WITH A SMALL NUMBER OF TREES BETWEEN 30 AND 42 INCHES.

TREE SURVEY CERTIFICATION:

THE SURVEYED TREES SHOWN ON THIS TREE SURVEY SHEET ARE CORRECT IN REGARD TO SIZE, SPECIES, AND LOCATION.

TREE SURVEY AND TREE PROTECTION PLAN PROVIDED BY ANDERS LINDQUIST, ISA CERTIFIED ARBORIST SO-10544A

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

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OVERALL TREE SURVEY
C1.01

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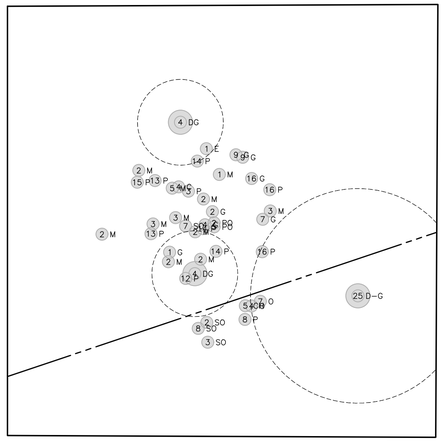
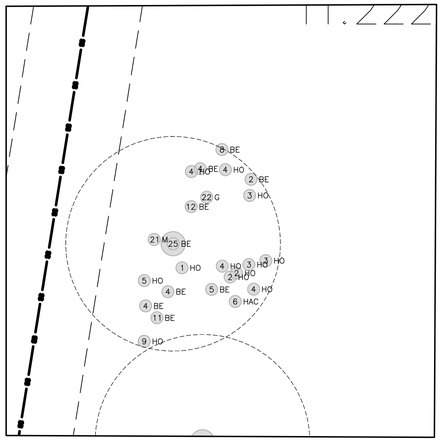


SAMPLE AREA #1



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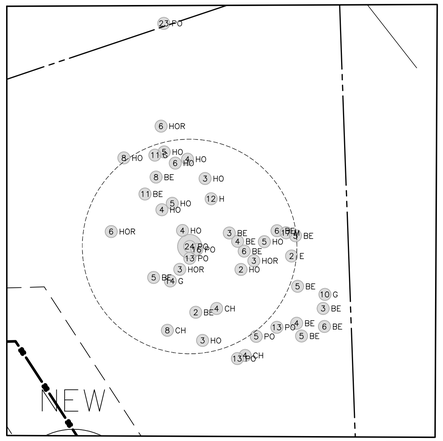
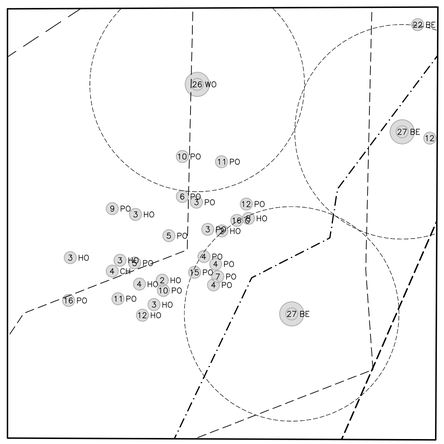
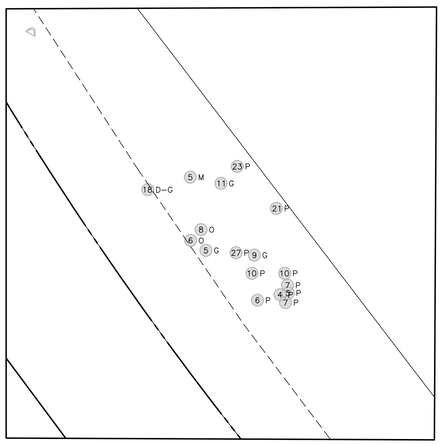


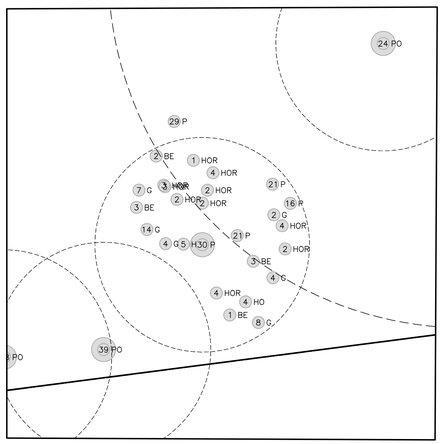
SAMPLE AREA #3



SAMPLE AREA #4



SAMPLE AREA #5



SAMPLE AREA #6

TREE LEGEND

BE	BEECH
CH	CHERRY
DG	DOGWOOD
G	SWEETGUM
HAC	HACKBERRY
H	HICKORY
HO	HOLLY
HOR	HORNBEAM
M	MAPLE
O	OAK
P	PINE
PO	POPLAR
SO	SOURWOOD
WO	WHITE OAK

DIAMETER INCH AT BREAST HEIGHT
TYPE OF TREE
D-X DOUBLE-TRUNK
T-X TRIPLE-TRUNK
M-X MULTI-TRUNK

GENERAL NOTES:

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2. THE SITE IS PARTIALLY WOODED WITH HEALTHY TREES, CONTAINING A MIXTURE OF PRIMARILY HARDWOODS AND AREAS OF PINE RANGING IN SIZE BETWEEN 1-INCH AND 30-INCHES, WITH ONLY A FEW TREES BETWEEN 30 AND 43 INCHES.

TREE SURVEY CERTIFICATION:

THE SURVEYED TREES SHOWN ON THIS TREE SURVEY SHEET ARE CORRECT IN REGARD TO SIZE, SPECIES, AND LOCATION.

TREE SURVEY AND TREE PROTECTION PLAN
PROVIDED BY ANDERS LINDQUIST,
ISA CERTIFIED ARBORIST SO-10544A

GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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MASTER PLAN
5617 SUNSET LAKE ROAD
HOLLY SPRINGS, NORTH CAROLINA 27540

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT ANDERS AXEL LINDQUIST
24 36
PRELIMINARY NOT FOR CONSTRUCTION

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PLAN INFORMATION

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TREE SURVEY
SAMPLE AREAS
C1.02

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SITE DATA

OWNER	NAME	PIN	REAL ESTATE ID
	THE NEW SCHOOL INC.	0669330330	0236765
SITE ADDRESS	5617 SUNSET LAKE ROAD HOLLY SPRINGS, NC 27540		
DEVELOPER	THE NEW SCHOOL INC.		
EXISTING ZONING	RURAL RESIDENTIAL (RR)		
PROPOSED ZONING	RR-CD (RURAL RESIDENTIAL CONDITIONAL DISTRICT)		
SITE AREA	GROSS SITE AREA: 11.22 ACRES (488,743 SF) RIGHT OF WAY DEDICATION: 0.15 ACRES (6,738 SF) (1.1%) NET SITE AREA: 11.07 ACRES (482,209 SF)		
RIVER BASIN	NEUSE RIVER BASIN		
WATERSHED OVERLAY	NONE APPLICABLE		
EXISTING USE	SCHOOL, CHILDCARE CENTER		
PROPOSED USES	SCHOOL, CHILDCARE CENTER		

RR-CD ZONING OPEN SPACE SITE DATA

NET SITE AREA	11.07 ACRES (482,209 SF)
TOTAL MINIMUM REQUIRED OPEN SPACE	REQUIRED: 3.32 ACRES (30%) PROVIDED: ± 6.9 ACRES
TREE PRESERVATION AREA	REQUIRED: 2.76 ACRES (25%) PROVIDED: ± 5.1 ACRES
ACTIVE RECREATION AREA	REQUIRED: 0.55 ACRES (5%) PROVIDED: ± 1.2 ACRES
FLEXIBLE SPACE	REQUIRED: 0.55 ACRES (5%) PROVIDED: ± 0.60 ACRES

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NEW MONTESSORI SCHOOL
MASTER PLAN
5617 SUNSET LAKE ROAD
HOLLY SPRINGS, NORTH CAROLINA 27540

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CONCEPT PLAN

C2.00

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N/F
PIN: 0669236750
RUFUS H. JONES
DB 3772 PG 763

APPROXIMATE LOCATION OF VEHICULAR STUB TO BE PROVIDED VIA PUBLIC STREET OR DRIVE AISLE. FINAL LOCATION TO BE DETERMINED AT TIME OF SITE PLAN.

N/F
PIN: 0669239770
WILLIE G & JACQUELINE J McKINNEY
DB 4476 PG 365

THE APPLICANT SHALL, AT THE TIME OF DEVELOPMENT PLAN APPROVAL, RESERVE A LOCATION FOR A FUTURE PEDESTRIAN STUB CONNECTION INTENDED TO ACCOMMODATE A FUTURE CONNECTION TO THE PLANNED CAMP BRANCH GREENWAY, AS IDENTIFIED IN THE TOWN OF HOLLY SPRINGS GREENWAY PLAN OR OTHER ADOPTED TOWN PLANS.

THE LOCATION AND DESIGN OF THE GREENWAY STUB CONNECTION SHALL BE COORDINATED WITH THE TOWN AND SHALL REASONABLY CONSIDER THE OPERATIONAL, CIRCULATION, AND SAFETY NEEDS OF THE NEW SCHOOL MONTESSORI CAMPUS, INCLUDING STUDENT SAFETY, VEHICULAR CIRCULATION, AND PEDESTRIAN ACCESS. IF FINAL DESIGN AND ALIGNMENT OF THE CAMP BRANCH GREENWAY DOES NOT UTILIZE THE RESERVED CONNECTION LOCATION OR IF WITHIN FIVE (5) YEARS OF ZONING APPROVAL, DESIGN AND ALIGNMENT OF THE CAMP BRANCH GREENWAY IS NOT FINALIZED, NO STUB SHALL BE PROVIDED.

10' TYPE 'B' PERIMETER BUFFER

5' TYPE 'A' PERIMETER BUFFER

25' BUILDING SETBACK

EXISTING SCHOOL BUILDINGS (TO REMAIN)

EXIST.

EXISTING

100' NEUSE RIVER BUFFER

10' TYPE 'B' PERIMETER BUFFER

N/F
PIN: 0669336883
TOWN OF
HOLLY SPRINGS
DB 15544 PG 158

10' TYPE 'B' PERIMETER BUFFER

PROPOSED ZONING
RR-CD

(APPX. AVG. EXISTING 85' PUBLIC R/W & 41' EDGE-EDGE)
EXISTING
SUNSET LAKE RD.
(SR 1301)
(APPX. 14-43' ADD. PROPOSED R/W & 60' B-B)

N/F
PIN: 0669336192
CREEKSIDE AT SUNSET LAKE
HOMEOWNERS ASSOCIATION
BM 2016 PG 1005

10' TYPE 'B' PERIMETER BUFFER

N/F
PIN: 0669228671
BENJAMIN B
SLAUGHTER
DB 8489 PG 1679

N

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

TYPICAL STREET SECTIONS

T-4A THOROUGHFARE (SUBURBAN)

LEGEND

- PROPOSED SITE ACCESS
- FUTURE PEDESTRIAN STUB
- 10' SIDEPATH
- SCHOOL BUILDINGS
- PARKING AREA
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- FLOODWAY
- FLOODPLAIN (1%)

NOTE:

1. ALL STREETS, SIDEPATHS, GREENWAYS AND TRAILS SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AS REVIEWED AT TIME OF DEVELOPMENT PLAN.

2. TYPICAL SECTION DIMENSIONS FOR SUNSET LAKE ALONG SITE FRONTAGE ARE BASED ON THE T-4A (TYP.) SECTION WITH SUBURBAN DIMENSIONS PER THE TOWN CTP.

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NEW MONTESSORI SCHOOL

MASTER PLAN
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HOLLY SPRINGS, NORTH CAROLINA 27540

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TRANSPORTATION PLAN

C2.01

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N/F
PIN: 0669236750
RUFUS H. JONES
DB 3772 PG 763

N/F
PIN: 0669239770
WILLIE G & JACQUELINE J McKINNEY
DB 4476 PG 365

10' TYPE 'B' PERIMETER BUFFER

5' TYPE 'A' PERIMETER BUFFER

25' BUILDING SETBACK

EXISTING SCHOOL BUILDINGS (TO REMAIN)

EXIST.

EXISTING

100' NEUSE RIVER BUFFER

TREE PRESERVATION AREA 1
(± 5.1 ACRES)

10' TYPE 'B' PERIMETER BUFFER

N/F
PIN: 0669336883
TOWN OF
HOLLY SPRINGS
DB 15544 PG 158

10' TYPE 'B' PERIMETER BUFFER

PROPOSED ZONING
RR-CD

EXISTING
SUNSET LAKE RD.
(SR 1301)
(APPX. AVG. EXISTING 85' PUBLIC R/W & 41' EDGE-EDGE)
(APPX. 14-43' ADD. PROPOSED R/W & 60' B-B)

ACTIVE RECREATION
AREA 1
(±1.2 ACRES)

N/F
PIN: 0669336192
CREEKSIDE AT SUNSET LAKE
HOMEOWNERS ASSOCIATION
BM 2016 PG 1005

10' TYPE 'B' PERIMETER BUFFER

N/F
PIN: 0669228671
BENJAMIN B
SLAUGHTER
DB 8489 PG 1679

GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

LEGEND

- PROPOSED SITE ACCESS
- 10' SIDEPATH
- SCHOOL BUILDINGS
- PARKING AREA
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- FLOODWAY
- FLOODPLAIN (1%)

RR-CD ZONING OPEN SPACE SITE DATA

NET SITE AREA	11.07 ACRES (482,209 SF)
TOTAL MINIMUM REQUIRED OPEN SPACE	REQUIRED: 3.32 ACRES (30%) PROVIDED: ± 6.9 ACRES
TREE PRESERVATION AREA	REQUIRED: 2.76 ACRES (25%) PROVIDED: ± 5.1 ACRES
ACTIVE RECREATION AREA	REQUIRED: 0.55 ACRES (5%) PROVIDED: ± 1.2 ACRES
FLEXIBLE SPACE	REQUIRED: 0.55 ACRES (5%) PROVIDED: ± 0.60 ACRES

ACTIVE OPEN SPACE ELEMENTS

ACTIVE REC. AREA 1	1) PLAYGROUND 2) VEGETABLE GARDEN 3) POLLINATOR GARDEN 4) OUTDOOR CLASSROOM 5) UNPAVED WALKING TRAILS

NOTE: EACH ACTIVE OPEN SPACE AREA SHALL INCLUDE THREE (3) ELEMENTS FROM THE ABOVE LIST, AT A MINIMUM. ADDITIONAL ELEMENTS NOT LISTED ABOVE ARE ALLOWED AND SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN HOLLY SPRINGS UDO SECTION 4.5 ACTIVE RECREATIONAL AREAS. ADDITIONAL PROGRAM ELEMENTS SHALL NOT REPLACE ANY OF THE THREE (3) COMMITTED ELEMENTS REQUIRED FOR EACH ACTIVE RECREATION AREA AS LISTED ABOVE.

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OPEN SPACE & PRESERVATION PLAN

C2.02

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PLAN INFORMATION

PROJECT NO.	SPEC25055
FILENAME	
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SCALE	1"=50'
DATE	06. 26. 2025

SHEET

GRADING PLAN

C3.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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PHONE: 919 303 3636

NEW MONTESSORI SCHOOL

MASTER PLAN
5617 SUNSET LAKE ROAD
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PLAN INFORMATION

PROJECT NO.	SPEC25055
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SHEET

UTILITY PLAN

C4.00

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LEGEND

- PROPOSED SITE ACCESS
- 10' SIDEPATH
- TREE PRESERVATION AREA
- ACTIVE RECREATION AREA
- FLEXIBLE SPACE
- FLOODWAY
- FLOODPLAIN (1%)

TYPE 'B' BUFFER DETAILS

10' TYPE 'B' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

TYPE 'B' BUFFER
SEMI-OPAQUE LANDSCAPING CREATES A PARTIAL VISUAL AND SOUND BARRIER AND IS INTENDED FOR USE ON LOTS WHERE THE DISTRICT OF THE ABUTTING LOTS INCLUDES PERMITTED USES THAT MAY BE SIMILAR IN LAND USE INTENSITY, BUT MAY STILL CONTAIN LIGHTS, SOUNDS AND REGULAR OPERATIONS WHICH MAY ADVERSELY IMPACT ADJACENT PROPERTIES. TYPE B LANDSCAPING REQUIRES A MIXTURE OF PLANTS WITH SUFFICIENT EVERGREEN CONTENT TO PROVIDE SOME YEAR ROUND BUFFERING. ANY EVERGREEN SPECIES THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A TYPE B AREA.

OPACITY: 40%
DECIDUOUS TREES/FT: 3/100
PERCENT EVERGREEN: 40%
SHRUBS/FT: 10/100
HEIGHT OF BUFFER: 4'
WIDTH OF BUFFER: 10'-20' (SEE PLANS)

THOROUGHFARE STREET TREE DETAIL

THOROUGHFARES
NOT TO SCALE

5.3.5 STREET TREES

THOROUGHFARES
SHALL BE REQUIRED TO INSTALL DECIDUOUS TREES AS SPECIFIED BY THE APPROVED STREET TREE LIST OF UDO SECTION 5.3.4.E, 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.

MIN. SIZE AT PLANTING: 2.5" CALIPER
MIN. SPACING: 40' FROM CENTER OF TRUNK
MAX. SPACING: 60' FROM CENTER OF TRUNK

LOCATION: TREES SHALL BE LOCATED WITHIN 5' FROM THE RIGHT-OF-WAY LINE ON THE PRIVATE PROPERTY SIDE.

TYPE 'A' BUFFER DETAILS

5' TYPE 'A' BUFFER
NOT TO SCALE

PLANTING PERFORMANCE STANDARDS:

TYPE 'A' BUFFER
OPEN LANDSCAPING CREATES A PLEASANT VISUAL EXPERIENCE BUT PROVIDES A MINIMAL VISUAL OR SOUND BARRIER AND IS THEREFORE INTENDED FOR USE ON LOTS WHERE THE DISTRICT OF THE ABUTTING LOTS INCLUDES PERMITTED USES WITH SIMILAR INTENSITIES, LIGHTS, SOUNDS AND REGULAR OPERATIONS AND WOULD HAVE MINIMAL, IF ANY, NEGATIVE IMPACT ON ADJACENT PROPERTIES. TYPE A LANDSCAPING REQUIRES A MAJORITY OF THE PLANTS TO BE OF A LARGE DECIDUOUS TREE VARIETY WITH ABILITY TO ADD COLOR, INTEREST OR HEAVIER VISUAL SCREENING, IF DESIRED.

OPACITY: 0%
DECIDUOUS TREES/FT: 2/100
PERCENT EVERGREEN: 0%
SHRUBS/FT: 5/100
HEIGHT OF BUFFER: 0'
WIDTH OF BUFFER: 5' (SEE PLANS)

NOTE: ALL STREETS SHALL HAVE STREET TREES SPACED AT A MINIMUM OF 40' O.C OF TRUNK WITH A MAXIMUM OF 60' O.C. OF TRUNK. AVERAGE AND WILL BE PLANTED ACCORDING TO TOWN OF HOLLY SPRINGS PLANTING STANDARDS.

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LANDSCAPE PLAN
L5.00

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T-4A

Thoroughfare | 4 Lanes

T-4A Minimum



T-4A			Land Use Character Area			
Design Elements	Element Included	Minimum Dimension	Rural	Suburban	Urban	Business & Industrial
Right-of-Way *(ROW)*	Yes	112'	112'	103'	103'	107'
Back of Curb to Back of Curb *(B/B)*	Yes	73'	76'	66.5'	62.5'	73'
Travel Lanes	4 Lanes	10'	12'	11'	10'	12'
Center Turn Lane	No	-	-	-	-	-
Median	Yes	17.5'	23'	17.5'	17.5'	20'
Curb and Gutter *(C+G)*	2 Sides	2.5'	2.5'	2.5'	2.5'	2.5'
Paved Shoulder	No	-	-	-	-	-
Planting	2 Sides	5'	6'	6'	8'	5'
On-Street Parking	No	-	-	-	-	-
Sidepath	0-2 Sides*	10'	10'	10'	10'	10'
Sidewalk	0-2 Sides*	5'	5'	6'	8'	5'
Bicycle Facility	No	-	-	-	-	-

Note 1: Right-of-Way (ROW) dimension accounts for an extra 2 feet of space on back side of cross-section elements on both sides to account for variables in design and construction (extra 4 feet total added to ROW). ROW is also rounded up to the nearest whole number.
Note 2: Design elements and dimensions for Somewhat Suburban and Somewhat Urban land use characters should be considered with the respective Suburban and Urban categories.
**Reference recommendations table in Appendix J for cross-section elements to be included for a given project.*

TYPICAL STREET SECTIONS

T-4A THOROUGHFARE (SUBURBAN)

NOTE:

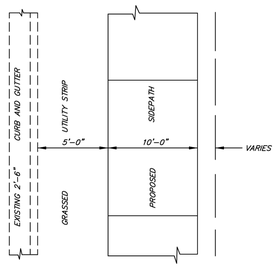
1. ALL STREETS, SIDEPATHS, GREENWAYS AND TRAILS SHALL BE CONSTRUCTED TO TOWN OF HOLLY SPRINGS STANDARD SPECIFICATIONS AS REVIEWED AT TIME OF DEVELOPMENT PLAN.

2. TYPICAL SECTION DIMENSIONS FOR SUNSET LAKE ROAD ALONG SITE FRONTAGE ARE BASED ON THE T-4A (TYP.) SECTION WITH SUBURBAN DIMENSIONS PER THE TOWN CTP.

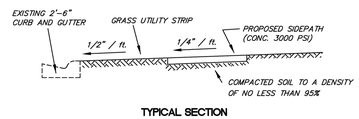
NOTES:

1. SIDEPATH SHALL BE 6" DEPTH AT ALL DRIVEWAYS.
2. SIDEPATH SHALL BE 6" DEPTH AT ALL HANDICAP RAMPS.
3. TRANSVERSE EXPANSION JOINT TO BE A MAX OF 50 FEET.

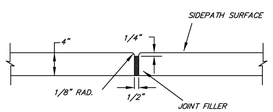
* VARIES – SEE APPROVED PROJECT PLANS



PLAN VIEW



TYPICAL SECTION



TRANSVERSE EXPANSION JOINT

DRAWING NOT TO SCALE

CONCRETE SIDEPATH	STANDARD DETAIL NUMBER: HS380
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 3/1/21 REVISIONS

Holly Springs Discover The Source.

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TYPICAL SECTIONS

C8.00

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DEVELOPMENT STANDARDS

The following standards shall apply to all proposed buildings within the development. Building and Site Design shall be in accordance with UDO Sections 3,4,and 5, except as modified below:

Development Intensity	UDO Standard	Proposed Standard
Open Space and Gathering Area		
Overall Minimum Open Space Required	30%	30%
Building Setbacks - All Structures (ft)		
Front	Min: 20′	Min: 20′
Side	10′	5′
Side Corner	20′	5′
Rear	25′	25′
Building Setback along Thoroughfare (Sunset Lake Road)	50′	25′
Buffers		
RR Buffer	5′ Type A	10′ Type B
Thoroughfare Buffer	5′ Type A	5′ Type A
Building Height		
All Primary Structures	Maximum: 35′	Maximum: 35′
Accessory Structures (maximum)	25′	25′
All other applicable development standards not listed here shall follow UDO standards and requirements.		

Open Space shall be provided as follows:

OPEN SPACE SITE DATA TABLE		
Total Site Area: 11.22 acres	UDO Standard	Proposed Standard
On-site Private Open Space	30%	30%
Tree Preservation Area	25%	25%
Flex Space	5%	5%

The following standards shall apply to all proposed and existing buildings within the development. Building and Site Design shall be in accordance with UDO Section 8, except as modified in this section:

VERTICAL VARIATIONS

Vertical variations shall not be required of existing or proposed buildings on site.

FACADE STANDARDS

»Type 1 materials shall constitute a minimum of 35% of the building facade.
»Type 2 materials shall be allowed to constitute up to 50% of the facade.
»Type 3 Materials shall constitute a maximum of 10% of the facade.
»The maximum allowable expanse of blank wall shall be 35′.

The building facades and architectural finishes shall be similiar and compatible with the existing school building on site. The existing building on-site also complies with these standards. The proposed buildings shall also comply with these standards.

PARKING

Parking shall be permitted between the existing school building(s) and Sunset Lake Road in order to accomodate the existing parking on the site. Parking shall otherwise comply with UDO section 6.

PERMITTED USE TABLE

Use	
School, Elementary/Middle	P
Childcare Center	P
Civic Building	P
Community Support Facility	P
Religous Use	P
Recreation Facility, Outdoor (<50 acres)	A
Infrastructure /Utilies (minor)	PS
Fitness Facilities	A
Recreation Facility, Indoor	A
Solar Energy Systems-Small	A
P = Permitted, X= Not Permitted, A= Accessory Use, PS= Permitted with additional standards per the UDO	

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DEVELOPMENT STANDARDS

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Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

New Business
Title: Camp Branch Greenway - Feasibility and Design Contract
Strategic Priority Area: Vibrant Community
Staff Resource: Thomas Gull, Parks & Recreation, LeeAnn Plumer, Parks & Recreation

Action(s):

- Approve the feasibility and design budget of $1,161,247.82 (including allowance) for the Camp Branch Greenway project.
- Award and authorize the Town Manager to sign and execute the Dewberry feasibility and design contract in the amount of $1,116,247.82, plus project allowance of $45,000 for a total of $1,161,247.82.
- Authorize the Town Manager to execute any change orders for the feasibility and design contract within the approved feasibility and design scope and adopted project budget.

Explanation:

- The Camp Branch Greenway: Feasibility and Design project is a phased project that will assess the alignment and design feasibility of and develop construction plans for the Middle Creek to Camp Branch Greenway, a proposed 1.21-mile corridor within the Middle Creek basin in Holly Springs. This greenway will connect the Carrington, Wescott, and Sunset Oaks neighborhoods to the Town of Cary's planned priority greenway along Camp Branch Creek on its east end. The focus of this planning and feasibility effort is to design a sustainable trail that will integrate into a regional network, promoting active transportation, recreation, and environmental conservation. The greenway will significantly advance the trail network by:
    - Enhancing Connectivity: Providing a seamless link between neighborhoods, commercial areas(future), and future trail extensions, reducing car reliance and improving community mobility.
    - Supporting Regional Integration: Establishing a key segment in the regional greenway network, fostering inter-municipal cooperation and strengthening trail infrastructure.
    - Promoting Environmental Stewardship: Building the greenway sustainably within a floodplain, preserving natural landscapes while offering recreational spaces.
- Funding for the feasibility study and design of the Camp Branch Greenway was secured through the 2023 Town of Holly Springs Parks Bond and a Great Trails State Program grant, awarded in November 2025.
- The Town of Holly Springs posted a Request For Qualification on February 18th, 2026 and received seven(7) responsive submittals.
- Dewberry was selected using the State of North Carolina mandated Qualifications Based Selection process.

- This project's scope includes completion of a feasibility study, significant public engagement, survey, design, permits, construction documents, and bid plan documents.
- Construction documents will provide a clear guide for greenway development and future greenway connections that will extend the greenway at both ends.

Background:

- Inter-municipal connections of the Holly Springs greenway system were prioritized as part of the Town's Greenway Master Plan adopted in 2021.
- In 2023, Town Council designated the Camp Branch Greenway project as a priority greenway project because it will provide Holly Springs's first inter-municipal connection to the Town of Cary's greenway network (future).
- Funding for the feasibility and design phases of the project was secured through the 2023 Town of Holly Springs Parks Bond and the 2025 Great Trail State Program Grant.
- Funding for land acquisition (right-of-way) and construction has not been identified for this project.
- Current planning efforts could position the project for budget construction consideration in 2028.
- This project is funded by:
    - Parks and Recreation GO Bond - $750,000
    - State Grants - $300,000
    - Savings from other completed Park's Projects - $111,248

Funding Source(s):

- Community Investment Plan - Parks and Recreation Bond Proceeds / State Grants / Other Parks Sources

Attachment(s):

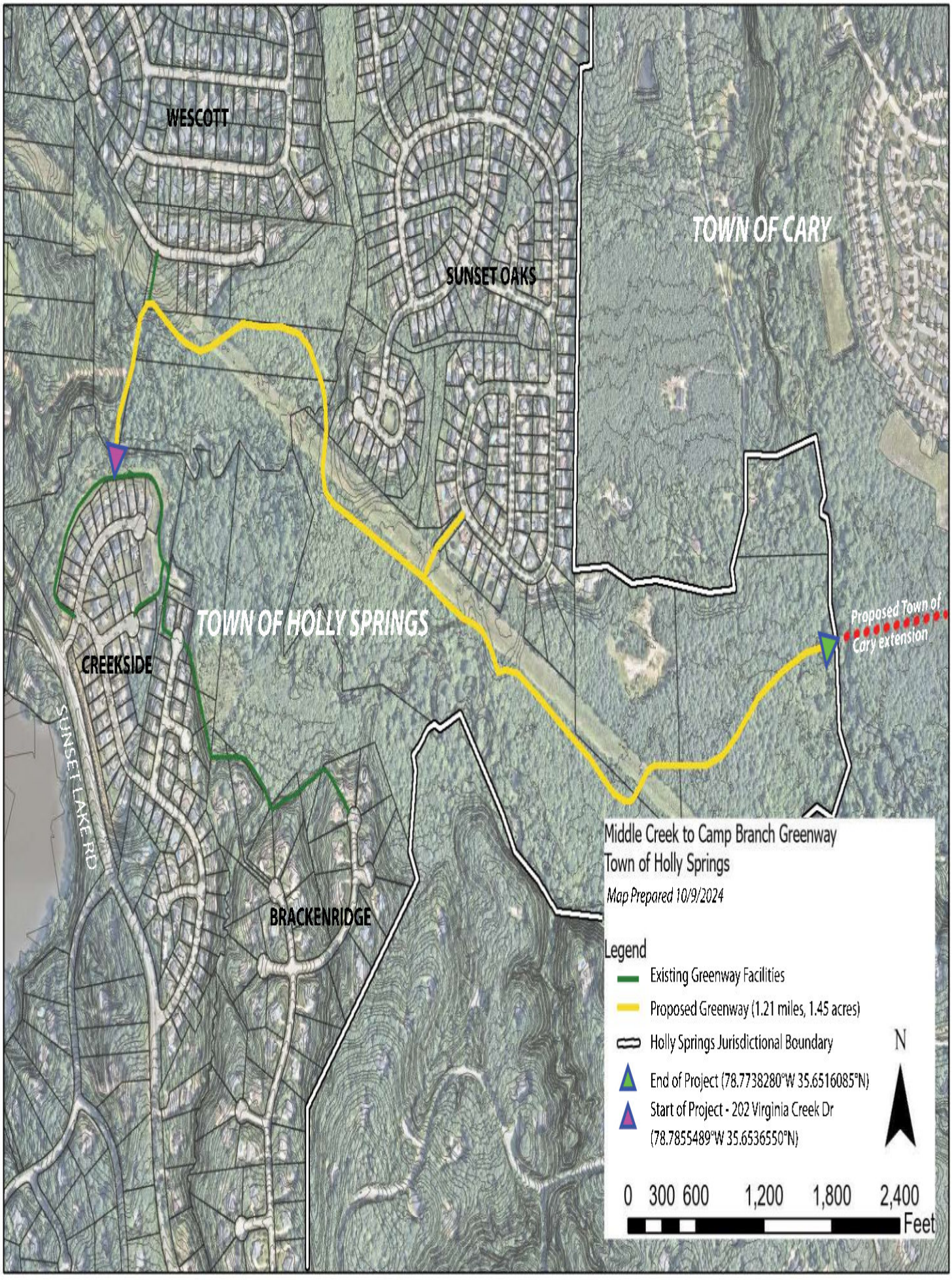
1. 26-0218 Eval Approved for TC
2. Project Site Map
3. Contract for PROFESSIONAL SERVICES - QBS - Camp Branch Greenway FINAL

Digitally signed by Brettany DeVolld
Reason: I attest to the accuracy and integrity of this document
Date: 2026.04.22 10:50:44-04'00'

Project Name:	Camp Branch Greenway Feasibility and Design
Service Type:	Feasibility and Design/Engineering
TOHS Project Number:	26-0218
Committee Member Names:	Thomas Gull (TG), P&R Dept., TOHS
	Chelsea Davis (CD), U&I Dept., TOHS
	Chris Ritter-Garcia (CRG), DS Dept., TOHS
	Adam Huffman (AH) P&R Dept., TOHS
Oversight:	
Director (P&R)	LeeAnn Plumer, P&R Dept., TOHS
Assistant Director (U&I)	Carrie Mitchell, PE, CFM, CPESC, U&I Dept., TOHS
Engineering Manager (U&I)	Michael Leonas, PE - U&I Dept., TOHS
Purchasing Manager (F)	Brettany DeVolld- Finance Dept., TOHS
Date:	4/1/2026

SELECTION CRITERIA	FACTOR*	Exult	Benesch	Bolton & Menk	Dewberry	Kimley-Horn
Qualifications and Experience of Firms: Demonstrated relative experience in creating similar planning studies working with a diverse group of stakeholders and the ability to prepare user-friendly planning products.	0.20	5.63	7.00	6.88	8.25	7.25
Qualifications of Experience of Key Staff: 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.	0.20	6.25	7.75	7.25	7.63	7.25
Project Approach - 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.	0.25	7.25	7.44	7.63	8.00	7.50
References: Reference information and results from prior related work.	0.15	7.00	7.25	5.75	7.75	7.50
Overall Quality, Clarity and Completeness of Submittal Package: Organization and responsiveness to RFQ Requirements	0.15	7.00	7.38	7.00	8.15	7.25
Project Schedule: Schedule clarity and reasonable feasibility of allocated task time.	0.05	8.13	7.00	8.00	7.38	6.88
Total	**1.00**	**6.69**	**7.35**	**7.04**	**7.93**	**7.33**

*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 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 Selection Committee M


WESCOTT
SUNSET OAKS
TOWN OF CARY
TOWN OF HOLLY SPRINGS
CREEKSIDE
SUNSET LAKE RD
BRACKENRIDGE
Proposed Town of Cary extension
Middle Creek to Camp Branch Greenway
Town of Holly Springs
Map Prepared 10/9/2024
Legend
Existing Greenway Facilities
Proposed Greenway (1.21 miles, 1.45 acres)
Holly Springs Jurisdictional Boundary
End of Project (78.7738280°W 35.6516085°N)
Start of Project - 202 Virginia Creek Dr
(78.7855489°W 35.6536550°N)
N
0 300 600 1,200 1,800 2,400
Feet



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 **Dewberry Engineers 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 relating to the Camp Branch Greenway project. The parties are contracting for Phase I services (Feasibility Study), see Exhibit A, pages 1 to 8. Pending the results of the Phase I Feasibility Study, the parties may proceed with Phase II services (Preliminary Engineering), as outlined in Exhibit A (page 8). The Contractor shall not proceed with Phase II without first having received a Notice to Proceed for Phase II from the Town.

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:

Thomas Gull, Parks & Recreation (Name, Department)
Email: Thomas.gull@hollyspringsnc.gov
Phone: (919) 567-4018

___X_____ The Contract Manager certifies that the Contractor was selected using Qualification Based Selection. An announcement was made through Request for Qualifications # 26-0218, which was drafted and circulated on or about February 18, 2026. 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: Thomas Gull

_____
Department Head/Supervisor **Date Signed:**
Printed Name: LeeAnn Plumer

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:

Upon the issuance of a Notice to Proceed for Phase I by the Town, the Contractor shall issue monthly invoices (Net30 terms) detailing the percentage of work completed on Phase I tasks, to begin 30 days from the date of NTP. **The total for Phase I shall not exceed $532,113.52**. If the Town issues a Notice to Proceed for Phase II, the Contractor shall continue to send monthly invoices detailing percentage completed for each task in Phase II. **The total for Phase II shall not exceed $181,360.50. The Town shall not incur any expenses relating to Phase II prior to receipt of a separate written notice.**

TIME FOR RENDERING SERVICES

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

The Contractor shall commence Phase I services upon the receipt of a Notice to Proceed for Phase I. If the parties agree to proceed with Phase II, those services shall commence upon receipt by Contractor of a Notice to Proceed for Phase II. The Contractor shall not incur any costs or expenses for Phase II services unless and until a Notice to Proceed for Phase II is issued by the Town.

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 reasonable satisfaction of the Town Contact, taking into consideration the standard of care listed above. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.

   1.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

   1.4 Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.

   1.5 Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. **Term and Termination.**

   2.1 The term for this contract is as long as necessary to complete the scope of work agreed to, but in no event shall it exceed 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:

Thomas Gull, Park/Greenway Planner III	(Name, Title)
Parks & Recreation	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4018	(Phone)
thomas.gull@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Matthew B West, Vice President	(Name, Title)
Dewberry Engineers Inc.	(Company)
2610 Wycliff Rd, Su 410	(Address)
Ralegh, NC 27607	
919.424.3770	(Phone)
mwest@dewberry.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 indemnify and hold the Town and its officers, employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, or other expenses or liabilities arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions in connection with or arising out of this Agreement and/or the performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract by the Contractor for any contract claim or claims owed directly to the Town, except to the extent that the same are proximately caused by the negligence or willful misconduct of the Town. 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 work with third parties direct or proximate to this Town property, and shall forgoe any 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.

14. Right of Review and Audit.

14.1 Town may review any and all of the documents pertaining to 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:_____

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

Dewberry

Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073

919.881.9939
919.881.9923 fax
www.dewberry.com

May 20, 2026 – Rev 1 6/19

Town of Holly Springs
Attn: Thomas Gull, PLA , Park and Greenway Planner
Parks and Recreation Department
128 S. Main St.
Holly Springs, NC 27540

RE: Town of Holly Springs RFQ 26-0218 Camp Branch Greenway Feasibility and Design

Dear Mr. Gull,

Dewberry is pleased to present our fee proposal for professional services in support of the Camp Branch Greenway project.

UNDERSTANDING OF THE PROJECT

Per the RFQ and our response, we understand that the project is located as shown on Exhibit A within the Town of Holly Springs (TOHS) jurisdictional limits. The scope provided is from Feasibility through Final Design and Permitting with future optional phases such as bidding and CA services, per our RFQ response.

The Town of Holly Springs Parks and Recreation Department is the client and Dewberry has been selected as the winner of the RFQ to provide prime consulting services.

CLIENT AND OWNER REQUIREMENTS

- Issuance of the Notice to Proceed in Writing
- Provide Access to the Site
- Update the and Manage the Project Website
- Login and submit the NCDEQ erosion control application online.
- Login and submit the NOI application online.

SCOPE OF SERVICES

Upon receipt of the executed contract and notice to proceed in writing, we anticipate the following scope of work.

Phase I – Feasibility Study

Aerial Survey

For this project, we will partner with our subconsultant Avioimage Mapping Services, Inc (AMS), to perform an aerial survey of the site. A copy of their scope of work is shown on Exhibit C.

Ground Survey

Limited Topographic and Wetland Survey

A limited topographic survey shall be prepared to supplement the aerial survey, in accordance with the standards of practice for land surveying in the North Carolina, Board Rules Title 21, Chapter 56.1601-1606, Class A for Urban Land Surveys. Horizontal and vertical control will be established on site using GPS observations yielding NAD 83 (2011) horizontal coordinates and NAVD 88 vertical elevations. Horizontal and vertical control network will be established throughout the site. Four benchmarks will be set within the survey limits. Field crews will locate visible, above ground features, spot shots and grade breaklines that may have been obscured from the aerial survey. Top of banks of creeks within the limits will be located and used for any stream buffers. Sanitary sewer and storm drain structures will be field collected to one structure outside of the project limits. Pipe connectivity, inverts, materials and size will be collected at each structure.

Wetland Survey

Wetland and stream delineation flags marked by Dewberry's environmental team will be located in the field and shown on the final survey with flag number and connectivity.

Property Network

Dewberry will perform deed research and field investigation in order to establish property lines for the parcels within the limits. Easements and rights of way will be determined from observed site features and data obtained from Wake County Register of Deeds. Wake County GIS will be utilized to show addresses, zoning, land use, PIN numbers, deed book info, etc. for the subject parcel and adjoining parcels.

Tree Survey

Dewberry will field locate all tress 10" and larger. The trees will be shown on the final survey and denoted with diameter and species type. Please note, we will make our best effort to identify the species of individual trees, however, we cannot guarantee the accuracy of tree species as our scope does not include identification by a licensed arborist.

Easement Exhibits

Dewberry will utilize property surveys as previously performed for this project, along with design plans prepared by Dewberry to create easement exhibits. The exhibits will be prepared per GS 47-30, paragraph M standards, NC Board of Examiners policy number BP-1709-1. It is anticipated there will be 6 exhibits needed for this project.

Dewberry will create the proposed exhibits per current design drawings, submit to the Town for review, address one round of comments and then submit as final. If no comments are received within said 60 days, survey will be submitted as final. Any subsequent revisions will be considered additional services and will be performed on an hourly basis. Any revisions due to design plan changes will be considered additional services.

SUE Quality Level A:

Dewberry will perform up to eight (8) SUE test holes at locations determined by the client. Excavation will be accomplished using minimally intrusive vacuum excavation techniques to preserve the integrity of the targeted facility. Utility attributes gained from the test hole will provide accurate horizontal and vertical

location of the targeted utility, utility material, outside diameter, color of utility, and existing pavement thickness (if applicable). A final test hole report will be prepared for each excavation and test location depicted in the final survey. The deliverable will be the completed test hole report indicating all information gathered from the field work. Additional information that may be provided (if applicable) may include: pavement type and thickness, soil conditions, presence of trace wire or caution tape.

The test hole will be backfilled utilizing excavated materials. If test holes are requested in pavement, Dewberry will restore the affected pavement with a quality bituminous cold patch. If a "hot patch" is required, additional costs will be incurred due to the outsourcing of such actions.

Dewberry will acquire all necessary street cutting permits and adhere to local requirements for lane closure or traffic disruptions.

SUE Quality Level B:

Dewberry will contact all appropriate parties to request records for underground facilities as necessary for the project area. The record information will be used as an aid in the identification, alignment, size, and material of utilities found within the project limits. Field crews will utilize electromagnetic means to identify and mark each respective utility. Utilities will be marked in accordance with the APWA Uniform Color Code. Dewberry survey crews will horizontally locate utility marks along with any visible appurtenances (EG. Fire hydrants, telephone pedestal) to be used for final deliverables. Utilities to be located include, but are not limited to, gas, power, telephone, cable tv, sanitary sewer force main, and water. Gravity sewer systems (storm and sanitary) will not be marked. For the scope of this project, all private site utilities including yard lighting and conductive irrigation will be located. Ground Penetrating Radar (GPR) will be utilized on this project. All provided utility records will be compared to the field study and pertinent information will be added to the final deliverable.

This service will be provided with due diligence and in a manner consistent with standards of CI/ASCE 38-02 Collection and Depiction of Existing Subsurface Utility Data. Although every effort will be made to locate each utility known to us, we cannot guarantee that all existing utility systems can or will be locatable. It may not be possible to locate certain utilities due to depth, soil composition, utility material, or availability of access. Non-locatable utilities that are depicted on utility records will be shown on the final deliverable as Quality Level C.

Use of this service does not relieve interested parties from their responsibility under law to make required notifications prior to excavation.

Geotechnical Engineering Services:

Dewberry will retain Froehling & Robertson (F&R) to conduct the Geotechnical Engineering Investigation and provide the soils report. See Exhibit D for Geotechnical Proposal.

Utility Coordination and Easement Review:

Dewberry will retain TELICS to conduct utility coordination and easement review through the project. See Exhibit E for the TELICS proposal.

Environmental Review:

Jurisdictional Waters Delineation

Dewberry will conduct an onsite investigation to identify approximate limits of jurisdictional wetlands and Waters of the United States (WOTUS) present within the project area (Exhibit A) for the proposed project. Based on the project's location within the Neuse River Basin, riparian buffers are required by both the State of North Carolina and Holly Springs.

Prior to fieldwork, Dewberry will load and set up required files and fields for project GPS data collection and review relevant updated GIS data, including, but not limited to, the following: US Geological Service (USGS) topography maps, Natural Resource Conservation Service (NRCS) Wake County Soil Survey mapping, aerial photography, US Fish and Wildlife (USFWS) protected species data, North Carolina Natural Heritage (NCNHP) database of protected species, National Wetland Inventory, and North Carolina Division of Water Resources water resource information.

Field work - Jurisdictional Waters Delineation

Dewberry will conduct field surveys for jurisdictional features within the study area, including wetlands and streams, as well as non-jurisdictional tributaries.

- Wetlands will be located, delineated flagged in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the Eastern Mountains and Piedmont Regional Supplement. All wetland points will be flagged sequentially and mapped using sub-meter accurate GPS. The appropriate regional wetland forms will be completed for each unique wetland site, including a corresponding upland form for the project. All wetlands will be further classified according to wetland type.
- Surface waters, including streams and ponds, will be located, delineated, sequentially flagged and mapped using sub-meter accurate GPS. Stream widths will also be recorded.
- All surface waters mapped on the USGS topography mapping and the Wake County Soil Survey will be evaluated for applicable Neuse River Riparian Buffer Rules.
- The area to be delineated includes an estimated 68 acres of the recommended project study area, which includes the approximate 1.5-miles of the proposed greenway.

Rare, Threatened, Endangered Species:

Dewberry will perform a preliminary wildlife/habitat survey to document the potential for threatened and endangered species and/or habitat occurring within the project area. Terrestrial wildlife and plants listed under the Endangered Species Act are managed by the U.S. Fish and Wildlife Service (USFWS). Dewberry will consult the USFWS website "Information for Planning and Consultation" (IPaC) regarding potential listed species within the proposed study area prior to the start of surveys. An initial IPaC review indicated five federally protected species listed for the project area, including the tricolored bat, Neuse River waterdog, Atlantic pigtoe, dwarf wedgemussel, monarch butterfly and Michaux's sumac. The tricolored bat and Monarch butterfly are currently listed as Proposed-Federally protected species. The final report will document the presence or absence of species and/or habitat as determined during the field surveys described below along with recommendations if follow up specie surveys are recommended based on the project design.

Although bald eagles have recovered as a population to merit their delisting from Endangered Species Act, the BGEPA Act serves to prohibit disturbances to bald and golden eagles. Dewberry will survey for habitat and nests and document findings for report inclusion.

Field work - Species Surveys

According to GIS research, current land use in the study area is a mix of disturbed areas and forestland. Dewberry will conduct field surveys to assess potential habitat for relevant rare, threatened, and endangered species concurrent with the Jurisdictional Waters Delineation effort, assuming the following:

- Foot surveys of all potential habitats for all protected species will be conducted, and any habitat identified will be recorded and mapped.
- If any rare, threatened, or endangered species are identified during habitat surveys, they will be counted, photo documented, marked by GPS, and have the ecological data recorded.
- Dewberry will evaluate the aquatic habitats within the delineated streams in the project study area to determine the potential habitat suitability for the Neuse River waterdog, Atlantic pigtoe, and Dwarf wedgemussel. If habitat for any of these species is identified through this assessment, an additional survey may be required as determined by USFWS recommendations. The additional survey is not included in this scope of services and will be scoped under a separate fee if required.
- A survey for potential habitat for the tricolored bat will be conducted. This survey will not include netting or capture surveys; if these are required, these will be scoped under a separate fee.

Cultural Resources:

The presence of cultural resources within the project area will be screened utilizing the North Carolina Department of Natural and Cultural Resources – State Historic Preservation Office (SHPO) resources. To complete this task, Dewberry will review the North Carolina HPO Web GIS database to determine the presence of historic architectural resources. A qualified archaeologist will visit the Office of State Archaeology and review records to determine whether any archaeological resources have been documented within the project area. Using information gathered during the research, a field visit (concurrent with the natural resources field surveys) will be conducted to confirm the presence of cultural resources located within the project area. If resources are located and it is determined that more detailed documentation is required, a separate task order for the additional effort will be requested.

To complete the Section 106 consultation process for cultural resources, Dewberry will send a letter to the SHPO that includes a summary of the project scope, the presence of historic resources (based on the findings of the screening) and the conceptual plans for the project. The response from the SHPO will be included in the Section 404 permit application (Phase III).

Natural and Cultural Resources Report:

Dewberry will prepare a Draft and Final Natural and Cultural Resources Report (NCRR) for the Town of Holly Springs review, including:

- Creation of figures showing the project boundaries, location of all potential jurisdictional waters overlaid on USGS Topography, NRCS Soil Surveys, and current aerial photography;
- Compilation of wetland and stream forms;
- CADD and GIS files of wetlands and streams;
- Cultural resource assessment; and
- QA/QC forms documenting technical review, as required by internal Dewberry processes and the Town.

The NCRR will include a Rare and Threatened (RTE) Species and Habitat Evaluation Report, including relevant mapping with the location of any identified habitat.

Background Development:

Upon the receipt of the notice to proceed, Dewberry will use publicly available data to pull together a background sheet for us to use for an initial site walk with the Town. We anticipate using this site visit to

generate overall project goal alignment and review the existing conditions as the survey crews and field work are being initiated.

Upon completion of this walk through, Dewberry will compile our notes and background research into information boards that will be used during the public engagement phase of the project. We anticipate the following deliverables:

- Existing Conditions Board (Using GIS Data)
- Typical Flora and Fauna Board
- Site Constraints Board:
    - Utilities
    - Steep Slopes
    - Hydrology

We anticipate these to be mounted on foam boards that are 24”x 36” in size.

We recommend one (1) additional site visit with the Town upon the completion of the survey to review the additional data.

Initial Alignment Analysis:

Upon Completion of the Background Data Phase, Dewberry will schedule a design charette with the Town to explore site routes and discuss goals using the updated background research. We anticipate that this would be a three and a half (3.5) hour meeting hosted at our office in Raleigh.

Dewberry will be studying potential routes (up to three (3) options), anticipated easements, and will conduct fatal flaw analysis for these options. Upon completion, Dewberry will schedule another meeting with the Town Staff (virtually, 1.5 hours) to discuss the options. Upon making revisions, Dewberry will provide one (1) rough estimate of probable cost for each option (up to three) to help the town understand potential cost implications.

We anticipate that these routes may include up to 2,500 LF of 10’ wide elevated wood boardwalk with concrete abutments at each end. Additionally we anticipate up to two pre-fabricated bridges will be needed for the project.

Deliverables include:

- (3) Potential Alignment Options with anticipated easements; 24x36 size sheets; pdf format
- (3) Rough Order Of Magnitude EOPC; pdf format

Public Engagement:

Dewberry will lead the public engagement meetings and provide all materials for the meetings. Materials may include project renderings and public survey questions. We anticipate providing two (2) in-person meetings for this effort with the possibility of a third should it be needed to achieve consensus. Written documentation summarizing these meetings with attendance records will be provided to the Town Staff.

The TOHS will work with Dewberry to identify the groups of stakeholders that should be engaged in this process. The TOHS will assist Dewberry and attend the public engagement meetings, however, Dewberry will serve as the lead in this effort.

Dewberry will prepare announcements for both public meetings, which may include postcard mailers to all

residences surrounding the project study area as well as announcements for the project website and social media. The advertisement approach will be developed in coordination with the Town.

Dewberry will provide regular updates for the Town's existing project website; these updates will include text summaries on the project status and copies of renderings to be presented at public meetings.

Public Meeting Number One:

We anticipate that this meeting will be where we introduce the project to the public with the information that our team has gathered during the background development stage of the project. We anticipate providing information boards showing existing conditions in a simplified manner easy for the general public to understand and engaging them in discussions at up to three (3) tables on potential routing options to inform the three (3) options that we will be exploring.

Public Meeting Number Two:

We anticipate that this meeting will be used to confirm up to three (3) concepts for potential routing. Using the feedback from meeting number one, Dewberry will refine the alignments and provide additional data in a simplified manner easy for the general public to understand. Boards may include:

- One (1) overall greenway site plan
- One (1) example of amenities
- One (1) example of plantings
- One (1) example of signage,
- One (1) 3d perspective rendering of the greenway mounted on 24x36 size gator boards.

- Two (2) sets of mounted boards will be provided for the public engagement meeting.

Dewberry will create the content of an online survey through publicinput.com to be linked to the existing project webpage. Our team will work with the TOHS staff to develop the list of questions used. Data collected will be presented in the final project report for the feasibility study phase. We anticipate that meeting advertisements will be published across various media (physical and social) by the TOHS staff.

Final Report and Recommendations:

Upon Completion of the initial alignments, public engagement meetings, and refinements based on the public feedback, Dewberry will begin preparing a final report which will include final alignments and a revised EOPC for each. A summary of previous work completed will be provided and appendices will be included containing the results from the public engagement meetings. We anticipate providing Town Staff a draft version of the report for review and then finalizing it based on comments we receive.

We anticipate one (1) meeting with Town Council to review the document and answer questions as needed. We anticipate that the Town Staff will prepare the required documents beyond the final report to get on the schedule to present to Town Council. One final alignment will be selected to be advanced into the next phase of the projects.

Deliverable; pdf format: 8x11 Final Report and Recommendations

Meetings

In addition to the meetings outlined above for Phase I, we anticipate a total of twenty-four (24) virtual, one hour, by-weekly meetings as a part of this phase of the project.

Phase II – Preliminary Engineering

Upon the completion of Phase I and approval to proceed, Dewberry will begin work on the 30% technical drawings. Dewberry will prepare schematic design drawings for the final accepted alignment from Phase I for submittal to the TOHS.

Deliverables:

Prepare schematic design trail alignment (30%) (24" X 36" with a horizontal scale of 1" = 40') to include:

- *Title Sheet*
- *General Notes*
- *Preliminary Plan View and Alignments*
- *Preliminary Bridge Standard Details*
- *Preliminary Bridge/Boardwalk Layout*
- *Preliminary Construction Limits*
- *Preliminary Grading and Drainage*
- *Preliminary Quantities*
- *Preliminary Estimate of Probable Cost (EOPC) with placeholders and contingency.*
- *Review and confirm state and federal regulatory requirements.*
- *Preliminary Wayfinding Strategy*
- *Revised EOPC*

We anticipate using these documents to start concept review meetings with the Town of Holly Springs Development Services to confirm project permitting requirements. We anticipate a total of (2) two meetings with Town Review Staff.

Meetings

In addition to the meetings outlined above for Phase II, we anticipate a total of four (4) virtual, one hour, meetings as a part of this phase of the project.

SEPA Documentation

Though the project is funded through a state-administered Great Trails State Grant, the project is not expected to exceed the thresholds listed in the State Environmental Policy Act (SEPA) for preparation of either an Environmental Assessment or Environmental Impact Statement. Dewberry will prepare a short memorandum to document the expected impacts of the project (based on the preliminary design) and the conclusion that these do not exceed SEPA thresholds for further documentation.

Phase III – Final Design and Permitting

Upon the completion and written approval by the TOHS on Phase II, Dewberry will begin work on the technical drawings. We anticipate providing three (3) deliverables during this phase which will align with the permitting requirements as move the project forward.

60% Construction Drawings

The 60% plans will be detailed to include minor revisions from previous sections and any updated information obtained to date from reviews, site meetings and office project meetings. Drawings will provide additional detail such as: additional grading information, confirmation of pipe sizes, amenities design and placement, and finalizing the trail alignment. A detailed list of what is included is below.

Deliverables:

- *Construction drawings to include:*
- *Cover Sheet and general notes;*
- *Preliminary Summary Sheets / Sheet key*
- *Proposed Plan and Profile Sheets that Include:*
- *Horizonal Alignments and Geometry*
- *Vertical Alignment & Geometry*
- *Location and approximate size of structures*
- *Drainage design*
- *Permanent and temporary construction easements*
- *Typical Sections for pavement and structures*
- *Construction Limits*
- *Preliminary erosion control plans*
- *Construction Staging and Access Plan*
- *Structural Plans and details for bridges, boardwalks;*
- *Pavement Marking and Signage Plan;*
- *Preliminary hydraulic analysis for drainage pipes crossings/culverts.*
- *Pipe and Culvert locations and sizes on plan;*
- *60% Summary of Quantities and Estimate of Probable Cost (EOPC)*
- *Prepare plans, sections, and details for the typical elevated, wood-framed, concrete topped, and timber pile foundation boardwalks.*
- *Prepare plans, sections, and details for a 15' long and 20' long elevated, wood-framed, concrete topped, and timber pile foundation boardwalk sections.*
- *Prepare construction drawings with details for two pedestrian bridge abutments, abutment footings, and abutment wing walls (if necessary). The assumed foundation system will utilize timber piles.*
- *Coordinate selection and specification of pre-engineered bridge with owner input.*
- *Prepare boardwalk abutment plans and details utilizing concrete abutments bearing on soil.*
- *Prepare the Statement of Special Inspections per Chapter 17 of the 2018 NCSBC.*
- *Prepare structural specifications to be included on the construction drawings.*

Boardwalks and Bridges

The elevated boardwalks will be constructed using 3x12 timber joists, timber posts, metal decking with a concrete slab and will be 10' wide. The elevated boardwalks will be designed for a maximum vehicle load of 5,000 pounds (tractor or gator) and AASHTO pedestrian loading (90 psf). Removable bollards will be utilized to prevent vehicle access on the boardwalks. The elevated boardwalks will contain bike rails and handrails. Only bike rails will be provided at sections less than 30" above grade. The handrail design will

utilize 2x2 12.5-gauge black coated wire mesh with 2x8 canted top rails for a total height of 54". The boardwalks will terminate at reinforced concrete abutments bearing on soil. The boardwalk slope shall comply with ADA requirements with a maximum slope of 5.0 percent.

Dewberry will design pedestrian bridge abutments, abutment footings, and wing walls (if required by grading) for up to two pedestrian bridges. The pedestrian bridge will be 12 feet wide and will be a pre-engineered steel bridge designed by others. The pedestrian bridge will be designed for AASHTO H-10 loading and 90 psf.

Special Inspections, in accordance with the North Carolina State Building Code and Wake County, are required for the deep timber foundations only.

Additional Meetings;

60% Drawing Review and Opinion of Probable Cost with the TOHS Key Staff, virtually.

We anticipate that the 60% Construction drawings will be used to start the site permitting efforts with the TOHS Development Services department.

95% Construction Drawings

In parallel with the review by the TOHS Development Services, we anticipate editing and updating the drawings to provide 95% Construction Drawings upon the completion of the 404/401 Permit, LOMR/CLOMR acceptance, and Development Review Committee (DRC) approval.

Dewberry will prepare construction drawings, specifications, and bid documents for submittal, modification, and approval by the TOHS. A detailed list of what the 95% set includes is listed below.

Deliverables:

Final Construction drawings to include:

- *Cover sheet with Index of sheets*
- *General Notes*
- *Existing Conditions*
- *Demolition*
- *Final Summary Sheets*
- *Final Proposed Plan and Profile Sheets that Include:*
- *Horizontal alignments and geometry*
- *Vertical alignment and geometry*
- *Final location and approximate size of structures*
- *Final drainage design*
- *Proposed permanent and temporary construction easements*
- *Final Typical Sections for Pavement and structures; Final location and size of structures*
- *Final Drainage Plans*
- *Final Pavement Marking and Signage Plans*
- *Final Landscaping Plans*
- *Final Utility Plans (if needed)*
- *Final Erosion Control and Grading Plans*

- *Final Structural Plans and Details for bridges, boardwalks*
- *Final Project Details*
- *Final hydraulic analysis for drainage pipes crossings/culverts.*
- *Final Pipe and Culvert locations and sizes on plan;*
- *Final Backup calculations for pipe and culvert sizes.*
- *Construction Staging and Access Plan*
- *Final Cross-Sections*
- *Draft Specifications and Bid Documents*
- *Summary of Quantities and Opinion of Probable Cost (OPCC)*
- *Prepare plans, sections, and details for the typical elevated, wood-framed, concrete topped, and timber pile foundation boardwalks.*
- *Prepare plans, sections, and details for a 15' long and 20' long elevated, wood-framed, concrete topped, and timber pile foundation boardwalk sections.*
- *Prepare construction drawings with details for two pedestrian bridge abutments, abutment footings, and abutment wing walls (if necessary). The assumed foundation system will utilize timber piles.*
- *Coordinate selection and specification of pre-engineered bridge with owner input. Provide the delegated design pre-engineered bridge specification.*
- *Prepare boardwalk abutment plans and details utilizing concrete abutments bearing on soil.*
- *Prepare the Statement of Special Inspections per Chapter 17 of the 2018 NCSBC.*
- *Prepare structural specifications to be included on the construction drawings.*

We anticipate that these documents will be used for construction document review by the TOHS and building permitting review by the TOHS. We anticipate that the Front End of the bid documents will be provided by the TOHS and that an example of any standard general requirements will be shared.

100% Construction Documents

Upon the completion of the permit and plan review efforts, and finalization of the project manual. Dewberry anticipates issuing the 100% Construction Documents for use in their bidding efforts (future phase).

Permitting Efforts

Dewberry will prepare and submit permit packages for review. Dewberry will prepare a Preliminary Jurisdictional Determination (PJD) package for submittal to the U.S. Army Corps of Engineers (USACE) and the NC Division of Water Quality (NCDWR) for all jurisdictional resources found during Phase I

Dewberry will prepare a joint application for a federal Section 404 Clean Water Act permit and a state Section 401 Water Quality Permit for submittal to the USACE and the NCDWR if determined necessary during the feasibility study.

Deliverables:

- *Permit Packages*
- *PJD Package*
- *Section 404/401, and Neuse River Riparian Buffer Permit Applications*
- *No-Rise Study*

Dewberry will prepare and submit permit packages for review. The following permits are anticipated:

- TOHS Development Review Committee Site Plan Review (using 24” x 36” format plan sheets)
- TOHS Infrastructure Construction Plans (using 24” x 36” format plan sheets).
- Pre-Construction Notification (PCN) for 401/404 and Buffer Authorization
- North Carolina Department of Environmental Quality Division of Energy, Mineral and Land Resources (NCDEQ – DEMLR) Erosion and Sedimentation Control Plan Review and Approval
- USACE – No Rise Study Submission (CLOMR).
- TOHS Building Permit (Boardwalk and Bridges)

Dewberry will prepare the approval forms and submit documents for review and approval by the TOHS, NCDEQ, USACE and NCDOT (if applicable for review/approval). Dewberry will represent the project during meetings with TOHS Staff.

Preliminary Jurisdictional Determination (PJD) Package

For all jurisdictional resources that are found during the Phase I fieldwork, Dewberry will prepare a Preliminary Jurisdictional Determination (PJD) package for submittal to the U.S. Army Corps of Engineers (USACE) and the NC Division of Water Quality (NCDWR). The package will include the appropriate documentation, including wetland and stream forms. Submittal of the PJD package will require a signed Agent Authorization form, allowing Dewberry to represent the Town of Holly Springs.

Section 404/401 Permit & Buffer Authorization Support

If it is determined that the project will impact jurisdictional resources, Dewberry will prepare Section 404/401 Clean Water Act permit application for submittal to the USACE and the NCDWR; it is expected that the Section 404 permit application will be submitted to the USACE via the federal Regulatory Request System. Prior to the development of the permit applications, Dewberry will request a Pre-Application meeting with the USACE and the NCDWR to discuss the scope of the project, timeline, appropriate permit authorizations and any concerns with federal and state regulators that may hinder permit authorization.

Additionally, Dewberry will prepare a Neuse River Buffer Authorization application and coordinate with the NCDWR as necessary.

The permit applications will include a written description of the project impacts as well as permit drawings that meet USACE/NCDWR/City of Raleigh requirements. As directed by the Town, Dewberry will coordinate with these agencies as needed to ensure that the permit applications are prepared to agency specifications. Dewberry will prepare and submit the permit applications to the USACE/NCDWR on behalf of the Town.

Meetings

In addition to the meetings outlined above for Phase III, we anticipate a total of twenty-four (24) virtual, one hour, bi-weekly meetings as a part of this phase of the project.

ANTICIPATED SCHEDULE

We propose the anticipated schedule outlined in “Exhibit C”. This schedule has been prepared assuming a Notice to Proceed (NTP) date of June 1, 2026. Timeframes include reviews by the TOHS of 10 days.

COMPENSATION SCHEDULE

Dewberry has provided the fee schedule below for your reference for the scope outlined above. The fee types are indicated below are lump sum (LS) unless otherwise indicated.

Task	Fee	Types
Phase I – Feasibility Study	$532,113.52	LS
Phase II – Preliminary Engineering	$181,360.50	LS
Phase III – Final Design and Permitting	$402,773.80	LS
Subtotal	$1,116,247.82	LS
**Expenses*	*$45,000*	Allowance
Grand Total	$1,161,247.82	

**Dewberry includes an expense allowance line to cover plan application fees, printing mounting costs, and other expenses incurred on the project to help quickly facilitate payment as the project progresses. Dewberry will notify you in writing before exceeding this allowance.*

Should it be required, Dewberry can provide a fee backup schedule for your review and reference.

EXCLUSIONS/CLARIFICATIONS

The following is excluded from our scope of services outlined above but may be provided under an amendment for additional services on a lump sum basis.

1. Tree Survey is limited to a 20'x20' sample based on the final anticipated route upon completion of the feasibility study. Additional tree sampling or tree inventories are not included as this is a linear project.
2. Easement staking and legal descriptions are excluded from this scope of services.
3. Staking of Design in the Field are excluded.
4. Proposed test hole cost is for test holes not to exceed 6' vertical depth. Additional depth will be billed at a rate of $125 per foot.
5. ESA Phase I Investigation
6. Stormwater Control Measure Design – This is a linear greenway project and is allowed per the Town of Holly Springs UDO. We do not anticipate providing any design services for stormwater measure design, nitrogen impacts, or stormwater mitigation report development, of any sort, as a part of this project.

7. Advancement of multiple alignments and option beyond the feasibility study is not included.
8. Utility Relocation is not included.
9. Extraneous graphics beyond what is scoped above (additional exhibits, communication exhibits, renderings, ect.)
10. Detour routing is excluded.
11. Post-construction management plan is not included.
12. Construction Materials Testing – This is to be a third-party service provided and secured independently of this contract.
13. Estimates of Probable Cost (EOPC) are to be provided at each deliverable. During the feasibility phase each option will have one EOPC. Breaking the EOPCs into sub options or categories is not included, additional EOPC studies for value engineering purposes is not included.
14. Stormwater Flood Modeling is based on the FEMA basin data that is publicly available. Any customization of stormwater modeling is not included.
15. Dewberry assumes a soil bearing pressure of 1,500 pounds per square foot at the boardwalk concrete abuts and eight-inch diameter support piles with an allowable compression capacity of 12,000 pounds at the boardwalk and 24,000 pounds at the pre-fabricated bridge abutments will be available and verified by the geotechnical report.
16. Structural will provide the boardwalk typical plan and section but not a site plan or profile for the entire length of the boardwalk.
17. Design for attaching sewer or other utilities to the proposed structures is excluded.
18. No Geotechnical report is available at this time. Dewberry assumes all timber piles can be driven to practical refusal. The design and detailing for rock anchoring or other methods of boardwalk pile and pre-engineered bridge pile design is excluded.
19. Preparation of structural calculations packages are excluded.
20. Design of site, storm and utility structures are excluded.
21. Design of swale bridges are excluded.
22. The elevated boardwalks will not be designed for AASHTO H-5 vehicle loading (10,000#).
23. Bidding Services
24. Construction Administration Services
25. Stream, wetland or buffer mitigation fees
26. Bat capture or acoustical surveys; In-water aquatic species surveys
27. A 6% restart fee will be assessed should the Owner’s PM change during the project.

TERMS AND CONDITIONS

Dewberry's Standard Terms and Conditions are contained in Attachment B which is attached to this proposal and Incorporated into it by reference. If the contents of this proposal are acceptable, please sign below and return one copy for our files. Please feel free to contact us at 706-363-2799 with any questions regarding this proposal. We look forward to working with you on this project.

For the Firm,

Dewberry Engineers Inc.



Raymond Bentley Ruggles, RLA, ASLA, CLARB
Senior Associate | Department Manager



Matthew B. West
Business Unit Manager | Vice President

Enclosures: Attachment A – Standard Hourly Billing Rates (May 1, 2026)
Attachment B – Standard Terms and Conditions (10/2020)
Exhibit A – Project Limits
Exhibit B – Anticipated Schedule
Exhibit C – Avio Proposal
Exhibit D – Geotechnical Proposal
Exhibit E - Utility Coordination Proposal

The Scope of Services, Fees, Terms & Conditions of this proposal are accepted:

_____
Print/Type Individual, Firm, or Corporate Name

_____
Signature of Authorized Representative Date

_____
Signature of Authorized Representative Date

Dewberry is an equal opportunity employer and as such complied with Section 202 of Executive Order 11246 as amended.

This proposal includes information that shall not be disclosed outside of the CLIENT and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this information, CLIENT shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit CLIENT's right to use information contained in this information if it is obtained from another source without restriction.

STANDARD HOURLY BILLING RATE SCHEDULE

DEWBERRY	HOURLY RATES
Professional	
Principal	$395.00
Architect I,II,III	$125.00, $145.00, $165.00
Architect IV,V,VI	$190.00, $210.00, $235.00
Architect VII,VIII,IX	$265.00, $295.00, $320.00
Interior Designer I,II,III,IV	$110.00, $140.00, $155.00, $185.00
Interior Designer V, VI, VII	$210.00, $230.00, $275.00
Engineer I,II,III	$135.00, $150.00, $170.00
Engineer IV,V,VI	$195.00, $225.00, $255.00
Engineer VII,VIII,IX	$295.00, $325.00, $365.00
Geographer/GIS I,II,III	$105.00, $120.00, $140.00
Geographer/GIS IV,V,VI	$160.00, $185.00, $215.00
Geographer/GIS VII,VIII,IX	$255.00, $290.00, $325.00
Professional I,II,III	$115.00, $145.00, $170.00
Professional IV,V,VI	$185.00, $205.00, $230.00
Professional VII,VIII,IX	$270.00, $295.00, $330.00
Technical	
Designer I,II,III	$115.00, $150.00, $180.00
Designer IV,V,VI	$200.00, $220.00, $260.00
CADD Technician I,II,III,IV,V	$95.00, $115.00, $140.00, $155.00, $205.00
Surveyor I,II,III	$75.00, $90.00, $120.00
Surveyor IV,V,VI	$140.00, $155.00, $170.00
Surveyor VII,VIII,IX	$190.00, $225.00, $270.00
Technical I,II,III	$95.00, $125.00, $145.00
Technical IV,V,VI	$160.00, $175.00, $195.00
Emergency Management	
Emergency Management I, II, III	$95.00, $130.00, $165.00
Emergency Management IV, V, VI	$195.00, $240.00, $295.00
Construction	
Construction Professional I,II,III	$135.00, $170.00, $200.00
Construction Professional IV,V,VI,VII	$240.00, $280.00, $335.00, $370.00
Inspector I,II,III	$95.00, $120.00, $160.00
Inspector IV,V,VI,VII	$195.00, $225.00, $245.00, $290.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	$170.00, $215.00, $290.00
With Laser Scanner 1, 2 Person	$225.00, $270.00
Administration	
Admin Professional I,II,III,IV	$78.00, $110.00, $135.00, $165.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

COMPANY CONFIDENTIAL AND PROPRIETARY: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO RESTRICTION

Dewberry

ATTACHMENT B
STANDARD TERMS AND CONDITIONS

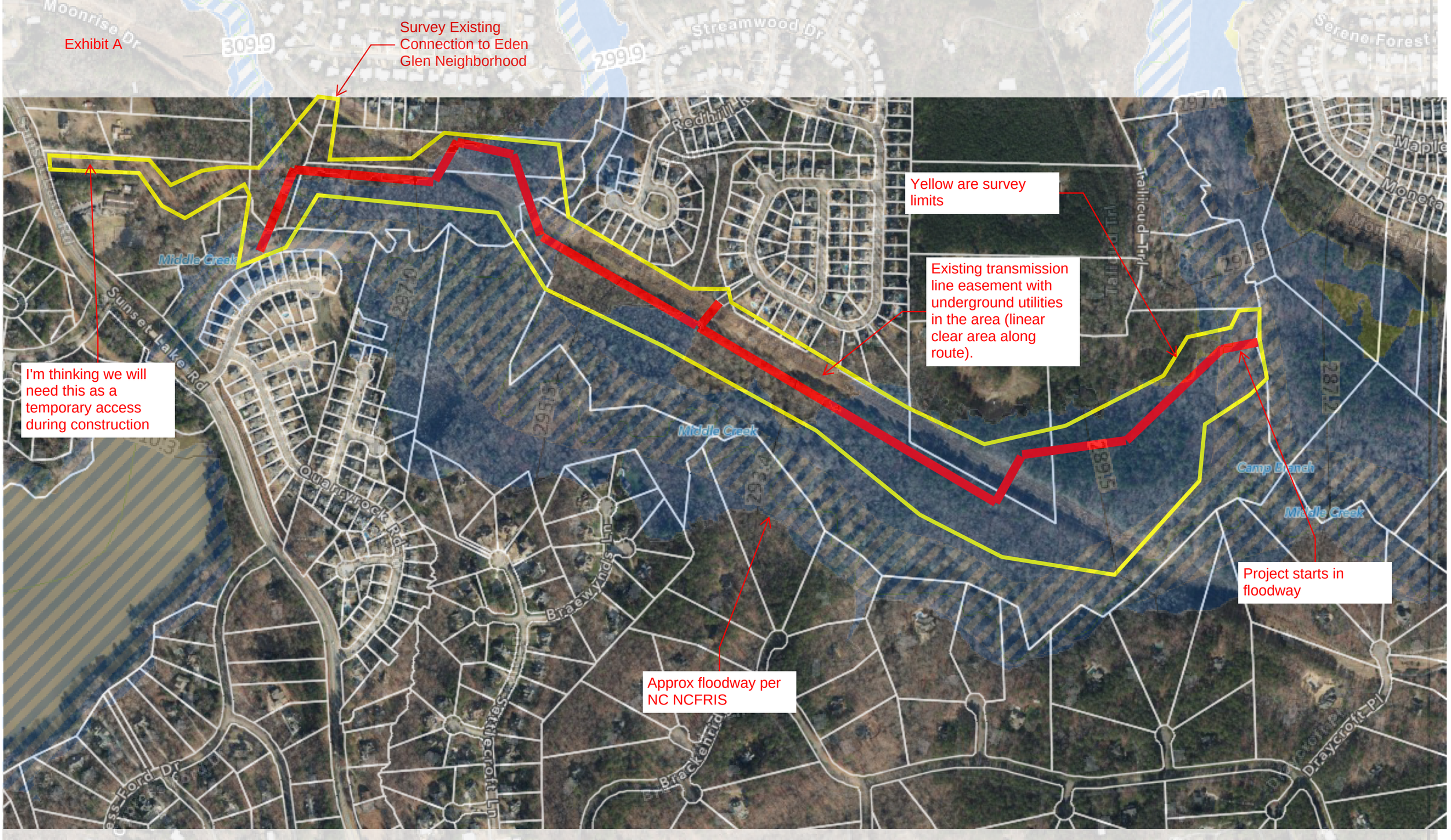
These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer**. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services**. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
   a. The correctness or completeness of any document which was prepared by another entity.
   b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
   c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
   d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
   e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
   f. Site safety or construction quality, means, methods, or sequences.
   g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
   h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
   i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

   Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions**. You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights**. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation**. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service**. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses**. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms**. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.
   If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources**. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing**. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences**. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims**. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
    a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
    b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
    c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
    d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination**. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination**. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals**. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries**. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection**. The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation**. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability**. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability**. In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees**. The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification**. You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause**. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice**. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 22031, Attn: Legal Department.

Exhibit A



Proposed Greenway Routing https://www.hollyspringsnc.gov/2730/Greenway-Connections

I'm thinking 2,500 LF of boardwalk
15 Borings with 5 additional JIC.

Exhibit B

Anticipated Schedule V2			
Name	Duration	Start	Finish
Feasibility Study (Phase I)	**197 days**	**7/27/2026**	**4/27/2027**
Survey	*45 days*	*7/27/2026*	*9/25/2026*
Environmental Field Work	*90 days*	*7/27/2026*	*11/27/2026*
Background Development	**25 days**	**7/27/2026**	**8/28/2026**
Site Walk Prep	*5 days*	*7/27/2026*	*7/31/2026*
Kickoff with Town and Initial Site Walk	*5 days*	*8/3/2026*	*8/7/2026*
Background Refinement	*15 days*	*8/10/2026*	*8/28/2026*
Initial Alignment Analysis and Eval	**59 days**	**7/27/2026**	**10/15/2026**
Design Charette w/ Town Staff	*1 day*	*8/31/2026*	*8/31/2026*
Design	*30 days*	*7/27/2026*	*9/4/2026*
Information Boards	*5 days*	*8/31/2026*	*9/4/2026*
Initial Routing Boards	*5 days*	*9/7/2026*	*9/11/2026*
Design Charette w/Town Staff	*1 day*	*9/7/2026*	*9/7/2026*
Revisions	*10 days*	*9/8/2026*	*9/21/2026*
Initial Easements	*15 days*	*9/7/2026*	*9/25/2026*
Draft EOPC	*5 days*	*9/22/2026*	*9/28/2026*
Internal QA/QC	*3 days*	*9/29/2026*	*10/1/2026*
Town Staff Review	*10 days*	*10/2/2026*	*10/15/2026*
Public Engagement	**65 days**	**10/16/2026**	**1/14/2027**
Public Engagement Meeting #1	*15 days*	*10/16/2026*	*11/5/2026*
Written Report and Revisions	*15 days*	*11/6/2026*	*11/26/2026*
Public Engagement Meeting #2	*15 days*	*11/27/2026*	*12/17/2026*
Written Report and Revisions	*10 days*	*12/18/2026*	*12/31/2026*
Public Engagement Meeting #3 (Optional)	*1 day*	*1/14/2027*	*1/14/2027*
Final Report and Recommendations Development	**72 days**	**1/15/2027**	**4/26/2027**
Revised Alignments	*15 days*	*1/15/2027*	*2/4/2027*
Revised EOPC	*5 days*	*2/5/2027*	*2/11/2027*
Internal QA/QC	*3 days*	*2/12/2027*	*2/16/2027*
Town Staff Review	*5 days*	*2/17/2027*	*2/23/2027*
Report Development	**44 days**	**2/24/2027**	**4/26/2027**
First Draft	*15 days*	*2/24/2027*	*3/16/2027*
QA/QC	*2 days*	*3/17/2027*	*3/18/2027*

Town Staff Review	*5 days*	*3/19/2027*	*3/25/2027*
Final Draft	*10 days*	*3/26/2027*	*4/8/2027*
QA/QC	*2 days*	*4/9/2027*	*4/12/2027*
Town Staff Review	*10 days*	*4/13/2027*	*4/26/2027*
Final Report to Town	*1 day*	*4/27/2027*	*4/27/2027*
Preliminary Engineering (Phase II)	**90 days**	**4/28/2027**	**8/31/2027**
Wayfinding Strategy	*30 days*	*4/28/2027*	*6/8/2027*
Utility Design	*20 days*	*4/28/2027*	*5/25/2027*
Preliminary Permit Review and Meetings with Agencies	*30 days*	*4/28/2027*	*6/8/2027*
Alignment Refinement	*20 days*	*5/26/2027*	*6/22/2027*
Revised EOPC	*10 days*	*7/28/2027*	*8/10/2027*
Preliminary Grading and Drainage	*25 days*	*6/23/2027*	*7/27/2027*
Draft 30% Plans and Preliminary Engineering Report	*15 days*	*7/28/2027*	*8/17/2027*
Owner Review	*10 days*	*8/18/2027*	*8/31/2027*
Easement Acquisition	*90 days*	*9/1/2027*	*1/4/2028*
Final Design and Permitting (Phase III)	**250 days**	**9/1/2027**	**8/15/2028**
Final Design	**250 days**	**9/1/2027**	**8/15/2028**
60% Construction Drawings	**55 days**	**9/1/2027**	**11/16/2027**
Boardwalk Profiles	*20 days*	*9/1/2027*	*9/28/2027*
Alignment Profiles	*20 days*	*9/1/2027*	*9/28/2027*
Grading and Drainage	*30 days*	*9/1/2027*	*10/12/2027*
Erosion Control Design	*5 days*	*10/13/2027*	*10/19/2027*
Erosion Control Report	*10 days*	*10/20/2027*	*11/2/2027*
Stormwater Report	*15 days*	*10/13/2027*	*11/2/2027*
Site Details	*5 days*	*9/1/2027*	*9/7/2027*
Revised EOPC	*3 days*	*10/20/2027*	*10/22/2027*
QA/QC	*5 days*	*10/20/2027*	*10/26/2027*
Town Review	10 days	10/27/2027	11/9/2027
Comment Response	*5 days*	*11/10/2027*	*11/16/2027*
95% Construction Documents	**90 days**	**11/17/2027**	**3/21/2028**
Final Profiles	*15 days*	*1/19/2028*	*2/8/2028*
Final Boardwalk Design	*15 days*	*1/19/2028*	*2/8/2028*
Final Wayfinding Details	*30 days*	*11/17/2027*	*12/28/2027*
Limited Grading Refinement	*10 days*	*2/9/2028*	*2/22/2028*
Revised EOPC	*5 days*	*2/23/2028*	*2/29/2028*
Draft Project Manual and Technical Specifications	*5 days*	*2/23/2028*	*2/29/2028*
QA/QC	*5 days*	*3/1/2028*	*3/7/2028*
Town Review	10 days	3/8/2028	3/21/2028
100% Construction Documents	**25 days**	**7/12/2028**	**8/15/2028**

Final Plan Revisions per Comments	*10 days*	*7/12/2028*	*7/25/2028*
Project Manual Completion	*10 days*	*7/26/2028*	*8/8/2028*
Revised EOPC	*5 days*	*7/26/2028*	*8/1/2028*
Town Review	10 days	8/2/2028	8/15/2028
Permitting Efforts	**205 days**	**9/29/2027**	**7/11/2028**
Town of Holly Springs (Site)	**205 days**	**9/29/2027**	**7/11/2028**
Pre-Submittal Meeting	*5 days*	*9/29/2027*	*10/5/2027*
Zoning Compliance Permit	*15 days*	*11/17/2027*	*12/7/2027*
Development Review Committee	**95 days**	**11/17/2027**	**3/28/2028**
Round One	*15 days*	*11/17/2027*	*12/7/2027*
Comment Response	*10 days*	*12/8/2027*	*12/21/2027*
Round Two	*10 days*	*12/22/2027*	*1/4/2028*
Comment Response	*10 days*	*1/5/2028*	*1/18/2028*
Round Three	*10 days*	*1/19/2028*	*2/1/2028*
Comment Response	*10 days*	*2/2/2028*	*2/15/2028*
Round Four	*10 days*	*2/16/2028*	*2/29/2028*
Comment Response	*10 days*	*3/1/2028*	*3/14/2028*
Processing	*10 days*	*3/15/2028*	*3/28/2028*
Construction Drawing Review	**75 days**	**3/29/2028**	**7/11/2028**
Round One	*20 days*	*3/29/2028*	*4/25/2028*
Comment Response	*10 days*	*4/26/2028*	*5/9/2028*
Round Two	*20 days*	*5/10/2028*	*6/6/2028*
Comment Response	*10 days*	*6/7/2028*	*6/20/2028*
Processing	*15 days*	*6/21/2028*	*7/11/2028*
Environmental Permits	**110 days**	**11/17/2027**	**4/18/2028**
LOMR/CLOMR	*90 days*	*11/17/2027*	*3/21/2028*
NCDEQ Erosion Control	**85 days**	**12/22/2027**	**4/18/2028**
Round One	*30 days*	*12/22/2027*	*2/1/2028*
Comment Response	*10 days*	*2/2/2028*	*2/15/2028*
Round Two	*15 days*	*2/16/2028*	*3/7/2028*
Comment Response	*10 days*	*3/8/2028*	*3/21/2028*
Processing	*10 days*	*3/22/2028*	*4/4/2028*
NCDEQ COC	*10 days*	*4/5/2028*	*4/18/2028*
Duke Easement Coordination	*30 days*	*11/17/2027*	*12/28/2027*
404/401 Permit	*90 days*	*11/17/2027*	*3/21/2028*
Town of Holly Springs Building Permit	**25 days**	**3/29/2028**	**5/2/2028**
Round One	*15 days*	*3/29/2028*	*4/18/2028*
Comment Response	*5 days*	*4/19/2028*	*4/25/2028*
Processing	*5 days*	*4/26/2028*	*5/2/2028*

Exhibit C

Avioimage Mapping Services, Inc.
4600 Lebanon Road, Suite E
Charlotte, North Carolina 28227-7034
Ph: 704 573-7080 Fax: 704 573-7081
E-mail: bob@avioimage.com

avioimage

May 19, 2026

Mr. Adam Hales, PLS
Dewberry Engineers, Inc.
2610 Wycliff Rd.
Suite 410
Raleigh NC 27607

RE: Aerial Photography and LiDAR, Analytical Aerotriangulation, and Photogrammetric Digital Mapping – Holly Springs Greenway – 69 Acres

Dear Mr. Hales:

Avioimage Mapping Services, Inc. (AMS) is pleased to submit this proposal for the mapping of the above-referenced project.

SCOPE OF SERVICES

- **Aerial Photography**

  AMS will obtain new color aerial photography to cover the mapping area.

  The aircraft will be equipped with a precision aerial camera fitted with a 6" focal length.

  The photography will be flown at 60% forward overlap, and does not contain any excessive tip, tilt, crab or cloud cover.

  The aerial photography will be flown at approximately 2400' AMT, providing a ground sample resolution of 0.20', which is suitable for one-foot contour accuracy.

- **Manned LiDAR Acquisition**

  AMS will Low Altitude LiDAR at 8 points per square meter. The LiDAR data will be processed to extract bare earth data for mapping in the wooded areas.

- **Ground Control**

  Eight (8) horizontal and vertical control points will be required for the mapping area. We can use photo-identifiable marks or panels. We understand that Dewberry will provide the control survey.

- **Mapping**

  Map compilation will be completed at 1″ = 50′ scale accuracy in accordance with National Map Accuracy Standards. The digital data will be interactively captured and stored during the compilation process. The plotting scale will be 1″ = 50′ with 1′ contours.

  AMS will compile the digital data in an AIA standard layer structure; however, you can request an alternative layering format before the mapping compilation commences.

  Physical features obscured by vegetation, dark shadows, vehicles, etc. will not appear on the map. AMS does not guarantee that 100% of all features can be captured by photogrammetry.

  Contours where the ground surface is partially obscured will be dashed.

- **Accuracy**

  The mapping will be produced to National Map Accuracy Standards as published by the USGS.

  Horizontal

  95% of all visible planimetric features will be within 1/40th of an inch, at map scale, of their correct coordinate positions, and no such well-defined features shall be in error by more than 1/20th of an inch, at map scale.

  Vertical

  95% of all contours on clear, unobscured ground will be correct to within 1/2 of the contour interval. The remaining 5% will not exceed an error by more than the contour interval.

  95% of all spot elevations on clear, unobscured ground will be correct to within twenty-five percent of the specified contour interval, and none will be in error by more than fifty percent of that contour interval. Spot elevations will be guaranteed to an accuracy of better than 0.25′, which is in accordance with National Map Accuracy Standards.

- **Deliverables**

Digital data files in Autocad and Microstation formats to your standards. If Orthoimagery is selected, then a Geo-Tiff or MrSID file will be delivered.

- **Aerial Acquisition and Topographic Mapping:**

Aerial Photography and LiDAR	$ 12,200.00
Analytical Aerotriangulation	$ 1,200.00
Aerial Mapping – 69 acres	$ 6,800.00
Total Fee	**$ 20,200.00**
Option - 0.25′ Resolution Digital Orthophoto	**$ 1,500.00**

- **Delivery**

The photogrammetric mapping data will be delivered 4-6 weeks after receipt of the ground control. Please call us if an earlier delivery is required. We will accommodate your schedule if possible.

I hope and trust this proposal meets with your approval. I look forward to working with you on this project. If you would like to discuss this proposal in more detail or have any questions about our approach to this project, please do not hesitate to contact me.

Sincerely,

Robert F. Akers, Jr., PLS
President

Dewberry Engineers, Inc

Exhibit D

FROEHLING& ROBERTSON



Proposal to Provide

GEOTECHNICAL ENGINEERING SERVICES

for Dewberry

2610 Wycliff Road, Suite 410
Raleigh, NC 27607

Camp Creek Greenway
Holly Springs, NC

F&R Proposal No. 2666-00120

May 19, 2026 F&R Proposal No. 2666-00120

Mr. Bentley Ruggles, RLA, ASLA, CLARB Certified
Senior Associate, Department Manager
Dewberry
2610 Wycliff Road, Suite 410
Raleigh, North Carolina 27607

RE: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Camp Creek Greenway
Holly Springs, North Carolina

Dear Mr. Ruggles:

Froehling & Robertson, Inc. (F&R) is pleased to submit this proposal to perform a Subsurface Exploration and Geotechnical Engineering Evaluation for the Camp Creek Greenway project located in Holly Springs, Wake County, North Carolina. The proposed scope of services and associated estimated fees are based on information provided in emails and phone correspondence between F&R and Dewberry from May 12 through May 18, 2026. In support of this proposal, F&R has reviewed the provided "Exhibit A – Survey Limits" prepared by Dewberry. In addition, F&R has conducted a site reconnaissance and reviewed readily available aerial images to assess current site conditions, drill rig access, and site clearing needs.

Project Understanding

The project site is located within the wooded area located northeast of the Carrington subdivision and south of the Wescott and Sunset Oaks subdivisions in Holly Springs, Wake County, North Carolina. Based on information provided by Dewberry, F&R understands that an approximate 1.5 mile of greenway and boardwalk is proposed in this area. The proposed greenway and boardwalk will extend north from Virginia Creek Drive in the Carrington subdivision, crossing over Middle Creek before heading east through wooded land toward the existing overhead power easement. The greenway will head north into wooded land just southeast of Eden Glen Drive and then extend east toward Rocky Branch. Just before Rock Branch, the greenway heads southeast and crosses over the existing overhead power easement. From there, the greenway extends southeast along the south side of the overhead power easement where it will once again cross over Middle Creek and continue to extend southeast. From there, the greenway will extend north crossing over Middle Creek and the overhead power easement and head northeast through wooded land before terminating at Camp Branch.

While specific details of the greenway construction are unknown at this time, F&R has been informed that greenway construction may include up to 2,500 linear feet of boardwalk, and areas of asphalt paved surface walking trails. Dewberry has indicated the boardwalks will be of timber construction with timber decking likely founded on timber piles.

Site Access Discussion

Based on the results of our site reconnaissance, and as presented on the attached drawing, access to the proposed greenway alignment may be difficult due to its location within relatively wet areas, deep wide channels of Middle Creek, Rocky Branch, and Camp Branch, wooded areas, and private property access. During our site reconnaissance, F&R noted that access to the greenway alignment may be gained from the following locations:

- Virginia Creek Drive: Access through the existing asphalt paved greenway trail from Virginia Creek Drive will require a temporary private property easement. In addition, bollards present at the greenway entrance at the intersection of Virginia Creek Drive and Quarryrock Road will need to be unlocked and dropped for drill rig access. Once inside the wooded area north of Creekside Greenway, F&R anticipates the existing sewer easement can be used to access a portion of the greenway alignment.

- Eden Glen Drive: Access through the existing asphalt paved greenway trail or the wooded area near the cul-de-sac on Eden Glen Drive will require a temporary private property easement. In addition, it is anticipated that hydroaxe clearing would be needed through the wooded area. Once inside the wooded area south of Eden Glen Drive, F&R anticipates the existing overhead power easement can be used to access a portion of the greenway alignment.

- Wanderview Lane (2 locations): The first location is a wooded parcel (owner unknown) just west of the property addressed as 512 Wanderview Lane that may be used for access. This wooded parcel has a barricade blocking the entrance, would need to be hydroaxed, and also has some dumped materials scattered throughout. Upon clearing through the wooded area F&R anticipates the existing overhead power easement can be used to access a portion of the greenway alignment. The second location is also wooded and is a portion of a parcel owned by the Town of Holly Springs. This area is located immediately east of the property addressed as 452 Wanderview Lane. This wooded parcel would need to be hydroaxed to gain drill rig access. Upon clearing through the wooded area F&R anticipates the existing overhead power easement and additional wooded private property that will need to be hydroaxed, can be used to access the greenway alignment.

Scope of Services

Preliminary Exploration

While boring locations are unknown at this time, prior to drilling, F&R will stake out the boring locations utilizing GPS techniques and will coordinate with NC 811 for public utility location. Ground surface elevations at the boring locations will be interpolated from project drawings or aerial imagery, whichever is available at the time of drilling.

For the preliminary exploration, F&R is proposing to advance a series of six (6) soil test borings along the proposed greenway alignment to be focused in areas where structures (boardwalks or bridges) are proposed. The soil test borings will be advanced to a proposed depth of 40 feet each or auger refusal, whichever occurs first. The borings will be advanced using hollow stem augers for borehole stabilization. Soil sampling will be conducted using a standard 2-inch O.D. split barrel sampler in accordance with ASTM D-1586 (Standard Penetration Test - SPT). Five (5) SPT samples will be collected within the top 10 feet and then at a nominal interval of 5 feet thereafter. If very hard materials are encountered that cause refusal to the drilling equipment above planned drilling depths, the borings will be terminated. F&R has not included fees to explore the nature of the auger refusal through rock coring or any other means.

If boring locations are not accessible to a drill rig, F&R will advance a hand auger boring with dynamic cone penetrometer (HA/DCP) testing. The HA/DCP borings would have a planned termination depth of 10 feet below the existing ground surface or hand auger refusal, whichever occurs first. Soil samples will be collected from the hand augers at one-foot intervals. The HA/DCP borings will be performed in general accordance with ASTM STP 399, "Dynamic Cone for Shallow In-Situ Penetration Testing."

Groundwater levels will be measured upon completion of drilling. F&R has also included fees to install up to three (3) temporary PVC observation wells to aid in obtaining a 24-hour stabilized groundwater readings. The wells will consist of 1-inch diameter, hand-slotted PVC pipe installed into the borings and backfilled with soil cuttings. Upon obtaining the water level measurement, the PVC will be removed from the borehole and the boring will be backfilled with hand-compacted soil cuttings.

Based on observations made during our review of readily available aerial image and our site reconnaissance, the portions of the proposed greenway alignment consist of wooded land of various density. F&R anticipates that hand clearing of trees and brush will be required to access some of the borings. In addition, in some of the more densely wooded areas, F&R anticipates that more extensive clearing needs, such as a using a hydroaxe will be required to access some of the possible borings. For the purpose of this proposal F&R has included fees for up to one (1) day of hydroaxe clearing by our subcontractor and associated time for supervision and boring layout. We assume Dewberry will obtain permission from the property owners for site clearing, F&R drill rig access, boring layout and drilling activities, and will also coordinate site access with the property owners prior to our arrival on site.

At the completion of the fieldwork, recovered soil samples will be transported to our laboratory for visual classification by a geotechnical engineer in accordance with the Unified Soil Classification System (USCS). Up to six (6) selected soil samples will be subjected to geotechnical index testing consisting of Atterberg Limits, percent fines analysis, and natural moisture content.

F&R will evaluate the subsurface conditions and perform preliminary geotechnical engineering analyses. Our findings and recommendations will be presented in a preliminary geotechnical letter report, which will include the following:

- Description of existing site conditions, and regional geology
- Site Vicinity Map, Boring Location Plan, Key to Boring Log Soil Classification, and USCS Reference Sheet
- Descriptions of the field exploration procedures and laboratory testing performed
- Boring Logs, including subsurface strata and groundwater conditions
- Laboratory test results summary
- Description of the subsurface conditions at the site, including any encountered subsurface conditions that could impact site development
- Preliminary boardwalk and bridge foundation design and construction recommendations including an evaluation of different foundation types (shallow, deep, or intermediate) and supporting calculations

Final Exploration

While boring locations are unknown at this time, prior to drilling, F&R will stake out the boring locations utilizing GPS techniques and will coordinate with NC 811 for public utility location. Ground surface elevations at the boring locations will be interpolated from project drawings or aerial imagery, whichever is available at the time of drilling.

For the final exploration, F&R is proposing to advance a series of 16 additional soil test borings along the greenway alignment. Six (6) of the soil test borings will be advanced in areas where structures (boardwalks or bridges) are proposed and advanced to a proposed depth of 40 feet each or auger refusal, whichever occurs first. An additional ten (10) soil test borings will be along the greenway alignment in areas where asphalt surfaced walking trails may be constructed. The borings will be advanced using hollow stem augers for borehole stabilization. Soil sampling will be conducted using a standard 2-inch O.D. split barrel sampler in accordance with ASTM D-1586 (Standard Penetration Test - SPT). Five (5) SPT samples will be collected within the top 10 feet and then at a nominal interval of 5 feet thereafter. If very hard materials are encountered that cause refusal to the drilling equipment above planned drilling depths, the borings will be terminated. F&R has not included fees to explore the nature of the auger refusal through rock coring or any other means.

If boring locations are not accessible to a drill rig, F&R will advance a hand auger boring with dynamic cone penetrometer (HA/DCP) testing. The HA/DCP borings would have a planned termination depth of 10 feet below the existing ground surface or hand auger refusal, whichever occurs first. Soil samples will be collected from the hand augers at one-foot intervals. The HA/DCP borings will be performed in general accordance with ASTM STP 399, “Dynamic Cone for Shallow In-Situ Penetration Testing.”

Groundwater levels will be measured upon completion of drilling. F&R has also included fees to install up to eight (8) temporary PVC observation wells to aid in obtaining a 24-hour stabilized groundwater readings. The wells will consist of 1-inch diameter, hand-slotted PVC pipe installed into the borings and backfilled with soil cuttings. Upon obtaining the water level measurement, the PVC will be removed from the borehole and the boring will be backfilled with hand-compacted soil cuttings.

Based on observations made during our review of readily available aerial image and our site reconnaissance, the portions of the proposed greenway alignment consist of wooded land of various density. F&R anticipates that hand clearing of trees and brush will be required to access some of the borings. In addition, in some of the more densely wooded areas, F&R anticipates that more extensive clearing needs, such as a using a hydroaxe will be required to access some of the possible borings. For the purpose of this proposal F&R has included fees for up to half a day of hydroaxe clearing by our subcontractor and associated time for supervision and boring layout. We assume Dewberry will obtain permission from the property owners for site clearing, F&R drill rig access, boring layout and drilling activities, and will also coordinate site access with the property owners prior to our arrival on site.

At the completion of the fieldwork, recovered soil samples will be transported to our laboratory for visual classification by a geotechnical engineer in accordance with the Unified Soil Classification System (USCS). Up to six (6) selected soil samples will be subjected to geotechnical index testing consisting of Atterberg Limits, percent fines analysis, and natural moisture content.

F&R will evaluate the subsurface conditions and perform geotechnical engineering analyses. Our findings and recommendations will be presented in a final geotechnical engineering report, which will include the following:

- Description of existing site conditions, and regional geology
- Site Vicinity Map, Boring Location Plan, Key to Boring Log Soil Classification, and USCS Reference Sheet
- Descriptions of the field exploration procedures and laboratory testing performed
- Boring Logs, including subsurface strata and groundwater conditions
- Laboratory test results summary

- Description of the subsurface conditions at the site, including any encountered subsurface conditions that could impact site development
- Final boardwalk and bridge foundation design and construction recommendations including notes-on-plans and supporting calculations for the chosen foundation type(s). If piles are chosen, supporting calculations will include axial and lateral (if necessary) pile capacities, and driveability analyses
- Pavement design and construction recommendations including a recommended pavement section for the greenway (if required). Pavement designs will be performed using NCDOT/AASHTO design methods based on traffic data provided by others

Site and Utility Clearance

F&R is a participant in the North Carolina 811 (NC 811) program. We will notify NC 811 of the exploration work prior to mobilization to the project site. NC 811 Laws require F&R to allow utility companies 72 hours to mark service lines prior to drilling. A complete and positive response from NC 811 is required to confirm the mobilization date for the drilling equipment.

NC 811 will not locate utilities beyond the point of distribution on private property (i.e., meters or gauge points). F&R has not included costs to retain a private utility locator to locate utilities that may not identified by NC 811. Contracting a private utility locator service does not guarantee that all utilities on a project site will be identified, but such services can lower the risk for the owner/client. Private utility locators can identify utilities that incorporate iron content into the conduit materials; however, utilities that do not contain significant iron content (such as copper or PVC water lines, sanitary lines, fiber optic lines with no tracer ribbons, copper electric lines with no surface exposure, drainage lines, or irrigation lines) may not be detectable by a private locator.

F&R will coordinate our boring locations to avoid underground utilities marked by NC 811. We request that the landowner or client provide existing utility plans, if available, prior to mobilization of the drilling equipment.

F&R will require client assistance in the clearance of utilities and the location of all hidden or obscure manmade objects prior to undertaking drill activities. In the event the project site is not owned by the client, the client warrants that they have obtained all necessary permissions for F&R to enter onto the site.

Site Restoration

F&R has determined that the site is accessible with an ATV or Track-mounted drill rig utilizing hand and hydroaxe clearing. Due to the nature of the proposed work, drilling operations and associated equipment may cause some disturbance to site conditions. Reasonable efforts will be made to restore disturbed areas. However, remediation of the site to a pre-explored condition, such as repair of rutting, re-dressing, re-grassing, etc., to the same level as a professional landscaping service, is not included in our scope of work or fee estimate.

Soil borings will be backfilled with the excavated materials. In landscaped or grassy areas, excess soils will be mounded over the borehole location. Excess soil cuttings are typically left on site; however, removal can be performed upon request in accordance with our unit rate for drill crew standby.

Please note that soils within the boreholes may consolidate over time, which could result in the appearance of surface depressions or open boreholes. Time for returning to the site to perform additional backfilling has not been included in our scope of services.

Fee Estimate

For the anticipated engineering services outlined in the Scope of Services, F&R's estimated fee for the preliminary exploration is **$35,046.00** and the estimated fee for the final exploration is **$29,885.50**, for a total estimated fee of **$64,931.50**. The attached Unit Rate and Estimated Fee provide an itemized breakdown of the projected Fees, including applicable unit rates and estimated quantities for this project.

We do not anticipate exceeding the estimated total fee for the proposed scope of services. However, if unanticipated site or subsurface conditions are encountered that require additional services and fees, we will notify you and obtain your authorization before proceeding. The unit rates presented in this proposal shall remain in effect for calendar year 2026. If the work begins after that timeframe, F&R requests and opportunity to revise this proposal if deemed necessary.

Any consultation or meetings requested after issuance of the report or outside the original scope of services will be billed in accordance with the engineer's established unit rates.

We have assumed that field services can be performed during normal weekday business hours. Should off-hour or weekend work be required, additional surcharges may apply.

The Client acknowledges that the discovery of hazardous or suspected hazardous materials may require immediate action to protect human health, safety, and/or the environment. If, during the performance of our services, pollutants are identified that, in our sole judgment, present unanticipated risks, it is agreed that the scope of services, schedule, and estimated Fees shall be subject to review. In such an event, this Agreement shall be subject to immediate renegotiation or termination by F&R.

Schedule of Services

Preliminary Exploration

Based on our current scheduling, we believe the site clearing, boring layout and utility clearances can be performed within about one (1) to two (2) weeks of receiving authorization and are anticipated to be completed in 5 days. We are currently able to mobilize to the site within two (2) to three (3) weeks of receiving authorization. The subsurface exploration program is anticipated to be completed within three (3) to four (4) days following mobilization. Laboratory testing, engineering analyses, and preparation of the preliminary report can be completed within three (3) weeks after completion of the field work. Accordingly, an overall project duration of approximately six (6) to seven (7) weeks should be anticipated for the geotechnical services.

Final Exploration

Due to the extended period of time anticipated between the preliminary and final exploration and the potential for scope of work changes, exact scheduling cannot be determined at this time. However, F&R anticipates that a similar timeline for the final exploration could be expected as presented above for the preliminary exploration.

Compliance with Government Employment Requirements

As an employer with federal contracts that include the Federal Acquisition Regulation (FAR) E-Verify clause, **Froehling & Robertson, Inc. (F&R)** hereby confirms that we are a registered E-Verify employer (ID # 1698571).

F&R monitors and complies with Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS), and Social Security Administration (SSA) requirements, the Immigration Reform and Control Act of 1986, and other state and federal laws and regulations applicable to employment eligibility. F&R follows strict protocols that require timely and accurate completion of Form I-9, timely case creation, expedited handling of Tentative Non-Confirmations, and secure record-keeping, all in alignment with the compliance standards outlined above.

Closing

We appreciate the opportunity to submit this proposal for this project. Please do not hesitate to contact us if you have any questions regarding this proposal or need additional information or assistance.

Sincerely,
FROEHLING & ROBERTSON, INC.

Michael S. Sabodish, Jr., Ph.D., P.E.
Geotechnical Department Manager

Elias N. Ruhl
Branch Manager

Attachments: Fee Estimates
Site Features and Possible Access Routes

Preliminary Phase Fee Estimate
Geotechnical Engineering Services
Camp Creek Greenway - Holly Springs, NC

May 19, 2026 F&R Proposal No.: 2666-00120

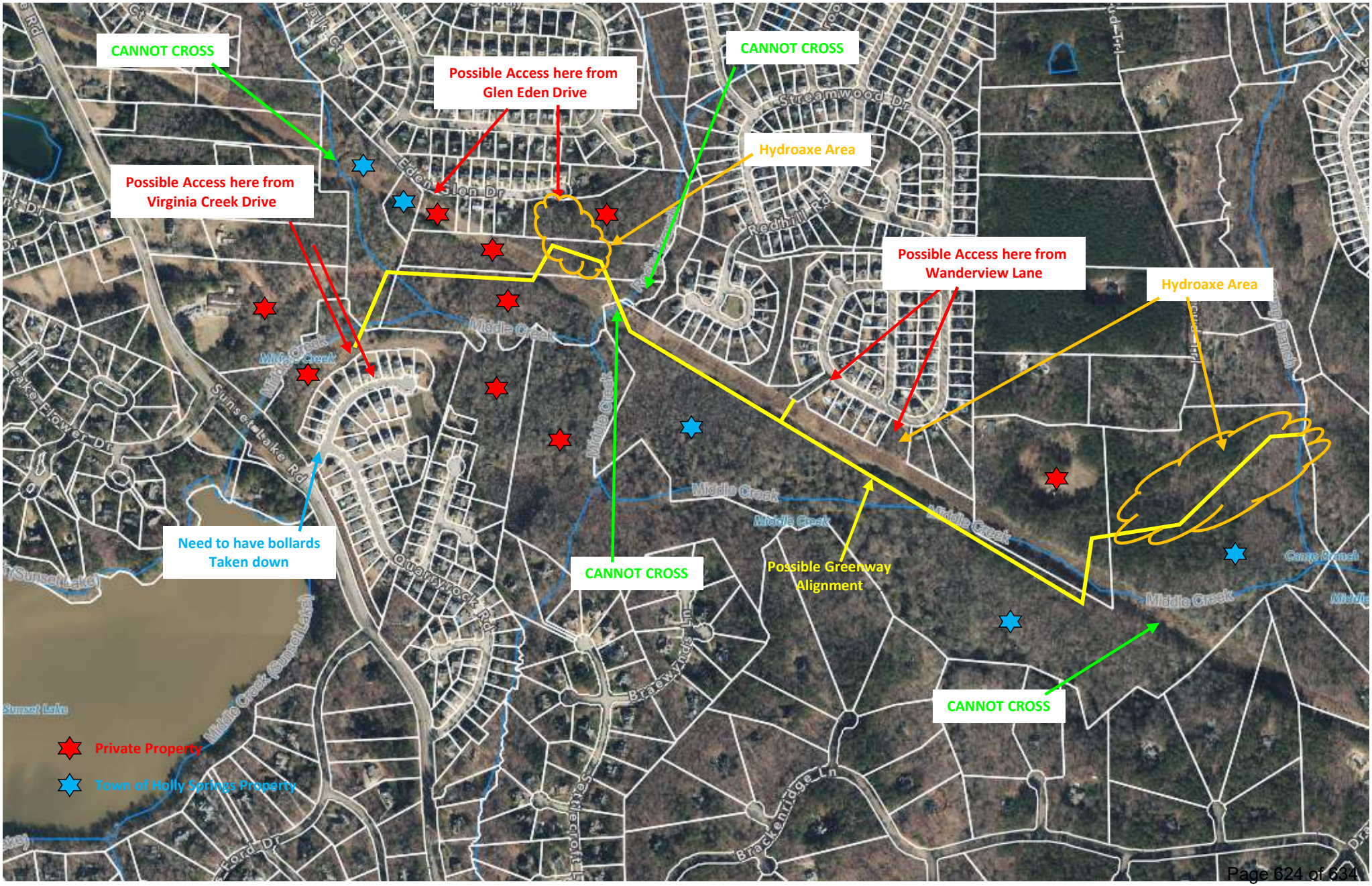
ITEM NO.	ITEM	UNIT RATE	UNITS	ESTIMATED QUANTITY	FEE
1.0	**Subsurface Exploration**				
1.1	Drill Rig & Crew Mobilization	$ 1,150.00	/lump sum	1	$ 1,150.00
	a) Mini-mobilization	$ 390.00	/lump sum	2	$ 780.00
1.2	SPT Test Borings (6@40'; 240 LF)				
	a) SPT N-values < 100 bpf	$ 21.00	/foot	220	$ 4,620.00
	b) SPT N-values > 100 bpf	$ 28.00	/foot	20	$ 560.00
1.3	UTV Rental	$ 175.00	/day	3	$ 525.00
1.4	Additional Service Truck	$ 52.00	/trip	3	$ 156.00
1.5	Crew Per Diem	$ 428.00	/day	0	$ -
1.6	Crew Travel Time	$ 230.00	/hour	2	$ 460.00
1.7	Bulk/Bag Soil Samples	$ 78.00	/sample	0	$ -
1.8	Temporary PVC Observations Wells	$ 4.25	/foot	120	$ 510.00
1.9	Crew Time: hand clearing, moving, backfilling holes, water levels, etc.	$ 320.00	/hour	6	$ 1,920.00
1.10	Hydroaxe Clearing	$ 3,000.00	/day	1	$ 3,000.00
			Subtotal, Subsurface Exploration		$ 13,681.00
2.0	**Geotechnical Laboratory Testing**				
2.1	Atterberg Limits	$ 140.00	/sample	6	$ 840.00
2.2	% Passing #200 Sieve	$ 78.00	/sample	6	$ 468.00
2.3	Natural Moisture Content	$ 16.00	/sample	6	$ 96.00
2.4	Standard Proctor Test	$ 250.00	/sample	0	$ -
2.5	CBR Test	$ 310.00	/sample	0	$ -
			Subtotal, Laboratory Testing		$ 1,404.00
3.0	**Geotechnical Engineering Services**				
3.1	Staff Engineer				
	a) Boring Layout & GPS Set-Up	$ 150.00	/hour	14	$ 2,100.00
	b) Trip Charge	$ 40.00	/trip	2	$ 80.00
	c) Per Diem	$ 210.00	/night	0	$ -
	d) GPS Unit Rental	$ 210.00	/day	2	$ 420.00
3.2	Professional Engineer - Geotechnical				
	a) PM, Classification, Analysis & Report	$ 190.00	/hour	58	$ 11,020.00
3.3	Senior Geotechnical Engineer	$ 260.00	/hour	22	$ 5,720.00
3.4	CADD	$ 145.00	/hour	3	$ 435.00
3.5	Clerical	$ 93.00	/hour	2	$ 186.00
			Subtotal, Geotechnical Engineering		$ 19,961.00
				ESTIMATED TOTAL	**$ 35,046.00**

Final Phase Fee Estimate
Geotechnical Engineering Services
Camp Creek Greenway - Holly Springs, NC

May 19, 2026 F&R Proposal No.: 2666-00120

ITEM NO.	ITEM	UNIT RATE	UNITS	ESTIMATED QUANTITY	FEE
1.0	**Subsurface Exploration**				
1.1	Drill Rig & Crew Mobilization	$ 1,150.00	/lump sum	1	$ 1,150.00
	a) Mini-mobilization	$ 390.00	/lump sum	2	$ 780.00
1.2	SPT Test Borings (6@40' and 10@10'; 340 LF)				
	a) SPT N-values < 100 bpf	$ 21.00	/foot	300	$ 6,300.00
	b) SPT N-values > 100 bpf	$ 28.00	/foot	40	$ 1,120.00
1.3	UTV Rental	$ 175.00	/day	4	$ 700.00
1.4	Additional Service Truck	$ 52.00	/trip	4	$ 208.00
1.5	Crew Per Diem	$ 428.00	/day	0	$ -
1.6	Crew Travel Time	$ 230.00	/hour	4	$ 920.00
1.7	Bulk/Bag Soil Samples	$ 78.00	/sample	0	$ -
1.8	Temporary PVC Observations Wells	$ 4.25	/foot	170	$ 722.50
1.9	Crew Time: hand clearing, moving, backfilling holes, water levels, etc.	$ 320.00	/hour	8	$ 2,560.00
1.10	Hydroaxe Clearing	$ 3,000.00	/day	0.5	$ 1,500.00
			Subtotal, Subsurface Exploration		$ 15,960.50
2.0	**Geotechnical Laboratory Testing**				
2.1	Atterberg Limits	$ 140.00	/sample	6	$ 840.00
2.2	% Passing #200 Sieve	$ 78.00	/sample	6	$ 468.00
2.3	Natural Moisture Content	$ 16.00	/sample	6	$ 96.00
2.4	Standard Proctor Test	$ 250.00	/sample	0	$ -
2.5	CBR Test	$ 310.00	/sample	0	$ -
			Subtotal, Laboratory Testing		$ 1,404.00
3.0	**Geotechnical Engineering Services**				
3.1	Staff Engineer				
	a) Boring Layout & GPS Set-Up	$ 150.00	/hour	9	$ 1,350.00
	b) Trip Charge	$ 40.00	/trip	1	$ 40.00
	c) Per Diem	$ 210.00	/night	0	$ -
	d) GPS Unit Rental	$ 210.00	/day	1	$ 210.00
3.2	Professional Engineer - Geotechnical				
	a) PM, Classification, Analysis & Report	$ 190.00	/hour	39	$ 7,410.00
3.3	Senior Geotechnical Engineer	$ 260.00	/hour	10	$ 2,600.00
3.4	CADD	$ 145.00	/hour	5	$ 725.00
3.5	Clerical	$ 93.00	/hour	2	$ 186.00
			Subtotal, Geotechnical Engineering		$ 12,521.00
				ESTIMATED TOTAL	**$ 29,885.50**

Site Features and Possible Access Routes
F&R Proposal No. 2666-00120
May 19, 2026



TELICS

Exhibit E

May 19, 2026

Note: The Right of Way Acquisition Services has been removed from the scope in the proposal.

Bentley Ruggles
Dewberry
2610 Wycliff Road, Suite 410
Raleigh, NC 27607

Town of Holly Springs Project 26-0218 (Camp Branch Greenway)
Wake County

Scope and Fee Proposal for Right of Way Acquisition Services

Pursuant to Dewberry's request for TELICS to submit a proposal for Right of Way Services for the above project, the following is submitted for your consideration:

Right of Way Acquisition Fee Schedule		
Town of Holly Springs – Camp Branch Greenway – Multiple Task	**Unit Fee**	**Total Fee**
Negotiation Services		
• Fee Simple and/or Temporary/Permanent Easement Acquisition w/ Right of Way Claim Report (20 Parcels)	$4,500 / Parcel	$90,000
***Appraisal Services**		
• Narrative Appraisal (10 Parcels)	$4,000 / Report	$40,000
• Appraisal Reviews (10 Parcels)	$1,000 / Report	$10,000
****Attorney Services**		
• Deed Preparation (if needed)	$250 / Parcel	
• Preliminary Title Opinion (if needed)	$700 / Parcel	
• PTO Update (if needed)	$200 / Parcel	
• Attorney Closing (if needed)	$350 / Parcel	
Total Fee Estimate		**$140,000**

*Appraisal Services will only be billed if required and at the above rates.
**Total Fee Estimate assumes the Town will provide Attorney Services, including conveyance documents, title opinions, updates and closings. TELICS can provide these services through a contract Attorney, if needed, and would only bill if required and at the above rates.

TELICS will provide professional services to acquire real property and/or easements to accommodate the proposed improvements as shown on the client furnished engineering drawings consistent with the following:

Scope of Work:

- TELICS will provide an estimate of value for each parcel at the direction of the Town. All settlements will be attempted with a Right of Way Claim Report if the estimated value is under $15,000. Should settlement not be reached using a Right of Way Claim Report, an appraisal will be requested if approved by the Town. If the estimated value of the easement area is above $15,000, an appraisal will be used to determine the offer amount. Appraisal Services will only be billed if required and at the above rates.
- Upon receipt of Notice to Proceed, TELICS will begin initial outreach efforts.
- As part of our initial outreach efforts, we will deliver an introductory letter to each owner of record to provide them with basic project and contact information. We will be responsive and provide any

additional information requested by the property owner, aiming to facilitate our efforts in securing a satisfactory negotiated settlement.

- To establish initial contact, the Agent will contact each owner of record by letter, phone, or in-person within 7-10 calendar days after delivering the introduction packet. TELICS will make a good faith attempt to meet with all local property owners. Out-of-town property owners will be given the opportunity to attend a site meeting.
- TELICS Agent will deliver a written offer based on the estimate of value per Appraisal or Right of Way Claim Report approved by the Town and secure all required signatures on Town provided forms and conveyance documents. A negotiation diary will be kept of each conversation and/or contact attempt as the Agent negotiates the claim. All negotiated settlements will comply with the Town approved budget.
- Special provisions, agreements, or negotiated settlements exceeding the appraised value must be in writing and are subject to approval by the Town.
- TELICS Agent will secure all required signatures on Town provided forms and conveyance documents.
- Any required Right of Way Claim Reports and Appraisals will be provided by TELICS and will be submitted electronically for review prior to making an offer to the property owner.
    - Appraisal Reports typically take 45-60 days from the date of request to completion.
- TELICS will prepare and maintain a complete parcel file for each negotiation containing a copy of the Easement Agreement, contact letters, e-mails, contact information, negotiation diary explaining any issues, exceptions, or unsuccessful attempts to contact the owner of record and any other related documentation. Upon request, the parcel file can be provided to the Town.
- Upon completion of negotiations and acceptance of the negotiated settlement, TELICS will inform the owner of record about the closing procedure and disbursement of money by the Town.
- TELICS will prepare payment requests and submit them to the Town.
- The Town will prepare (through staff or contract attorney) all instruments of conveyance, title opinions, record documents and coordinate closings.
- In the event a settlement cannot be reached with a property owner, TELICS will assist the Town in preparation of the condemnation packet to be submitted to the Town attorney for a complaint filing with Clerk of Court. The general timeline for condemnation is as follows:
    - Property owners must be given adequate time to consider and negotiate a written offer.
    - If negotiations do not produce a settlement, Town Council will consider and vote on whether to move forward with condemnation. TELICS recommends that where possible, negotiations take place prior to any recommendations for condemnation (at least 30 days).
    - If condemnation is approved, the Town must provide the property owner with a Notice of Action, which allows the owner 30 days to respond and negotiate before the action is filed with the Clerk of Court.
- ***TELICS will perform all work in accordance with 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.***
- Negotiation fees include Project Manager participation in up to 12 update meetings/calls (up to 1 hour in duration) with Client/Town as requested. If TELICS is requested to attend additional meetings, TELICS will bill based on the rate of $150 per hour.
- Project Manager and Agents will provide email updates as requested by the Client/Town.

TELICS

Town of Holly Springs Project 26-0218 (Camp Branch Greenway)
Wake County

Scope and Fee Proposal for Utility Coordination

Pursuant to Dewberry's request for TELICS to submit a proposal for Utility Coordination Services for the above project, the following is submitted for your consideration:

Utility Coordination Fee Schedule	
Town of Holly Springs – Camp Branch Greenway – Multiple Task	**Total Fee**
Recon, Investigation, Prior Rights, Alternate Evaluation, Feasibility Study - Phase 1	$14,502.00
Utility Conflict Analysis, PUE, Meetings, Cost Estimate - Phase 2	$24,170.00
Utility Authorizations, UBOs, SPs, Meetings, Agreements, Schedule, Relocation Preparation - Phase 3	$30,212.00
RFIs, Meetings, Evaluation - Option Phase 1	$7,251.00
RFIs, Meetings, Construction Inspections, Field Adjustments, Closeout - Option Phase 2	$8,459.00
Total Fee Estimate	**$84,594.00**

Utility Coordination Scope of Service:

- Identify, research, and contact all utility owners through the project corridor.
- Identify utility level of impacts through the corridor.
- Coordinate and run all utility meetings and distribute minutes. (Kick Off, One on One w/ Utilities, Pre-Construction)
- Utility Analysis Report (p) (f)
- Obtain documentation from utilities claiming prior rights and confirm.
- PUE requests and assist.
- Review Utilities' markups.
- Full plan reviews to minimize and avoid utility impacts. (Roadway, Drainage)
- Assist Engineer in all areas for clarity of utility impacts, schedule, and relocation.
- URA packages assist.
- Utility encroachment packages assist.
- UBO plans and Special Provisions
- Provide construction assistance
- Feasibility Study
- Cost Estimate
- Deliverables:
    - Utility Impact Analysis Report
    - Feasibility Study Report
    - UBOs
- Exclusions:
    - DRY & WET Utility Design not included.
    - Private Utility Design not included.

EXHIBIT B

_____ **Insurance requirement waived**

_____ **Lower Insurance Limit Approved**

Approved by: _____

Printed Name:_____

___X_____ **Certificate of Insurance attached**

COI Expires: 7/1/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2026

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 USA, LLC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

CN102736896-7/1-1.1a-26-27

CONTACT NAME: Ying Lan
PHONE (A/C, No, Ext): (202) 215-3329 **FAX (A/C, No):**
E-MAIL ADDRESS: Ying.Lan@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company Of America	25666
INSURER C : Travelers Property Casualty Co. Of America	25674
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E :	
INSURER F :	

INSURED
DEWBERRY ENGINEERS INC.
2610 WYCLIFF ROAD, SUITE 410
RALEIGH, NC 27607-3073

COVERAGES **CERTIFICATE NUMBER:** CLE-007506193-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P-630-7792B312-COF-26	07/01/2026	07/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	5,000,000 1,000,000 10,000 1,000,000 5,000,000 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	810-1N788974-26-43-G	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP / COLL DED:	$ $ $ $ $	2,000,000 1,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP-4J583077-26-43	07/01/2026	07/01/2027	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-6P972264-26-43-G	07/01/2026	07/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E261701 RETRO. DATE: FULL PRIOR ACTS	07/01/2026	07/01/2027	PER CLAIM/AGGREGATE		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DEWBERRY PROJECT/JOB/PLN # P8054544.000, BU2773, RE: CAMP BRANCH GREENWAY DESIGN SERVICES FOR A 1.25 MILE GREENWAY THROUGH PLAN REVIEWS. CONSTRUCTION AND BIDDING ARE NOT INCLUDED IN THIS PHASE.

TOWN OF HOLLY SPRINGS IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO AUTOMOBILE LIABILITY. AS RESPECTS THE AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT. AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER.

CERTIFICATE HOLDER

TOWN OF HOLLY SPRINGS
ATTN: THOMAS GULL
128 S. MAIN STREET
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 of Marsh USA LLC

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POLICY NUMBER: 810-1N788974-26-43-G

COMMERCIAL AUTO
ISSUE DATE: 06-10-26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. **Number of days advance notice:**

Cancellation for nonpayment of premium:		Days
Cancellation other than nonpayment of premium:	30	Days
Nonrenewal:		Days
Material change:		Days

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-6P972264-26-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLIC Y WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQU EST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NA MED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGA NIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____
DATE OF ISSUE: 06-10-26 ST ASSIGN: Page 1 of1

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Effective date of this Endorsement: 01-Jul-2026
This Endorsement is attached to and forms a part of Policy Number: V11B5E261701
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

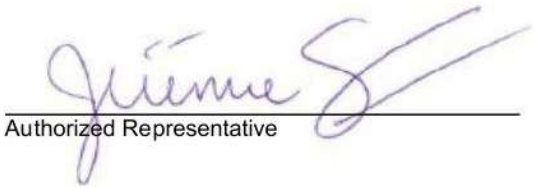
This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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 **Dewberry Engineers, 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