



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of July 16, 2024 meeting agenda

RECOGNITIONS

5. Farmers Market Week Proclamation

CONSENT AGENDA

6. June 4, 2024 Business meeting and June 11, 2024 Workshop Minutes
7. Monthly Budget Amendments
8. Resolution Authorizing Execution of Kroger Opioid Settlement and Approving Second Supplemental Agreement for Additional Funds
9. Parking & Infrastructure for Garden at Sugg Farm - Construction Contract (TOHS Project 23-011)
10. 911 Upgrade Sole Source Approval
11. Voluntary Annexation A24-01 2836 & 2908 Piney Grove Wilbon Road
12. Development Plan 18-DP-15-A01 Expiration Extension Request for Wegmans
13. Interlocal Agreement (ILA) with Fuquay-Varina for Joint Water Line and Associated Appurtenances
14. Interlocal Agreement (ILA) with Fuquay-Varina for the Alston Ridge Greenway

PUBLIC HEARINGS

15. Explora Discovery School Development Plan 23-DP-15 - Quasi-Judicial Public Hearing
16. Ragan Mixed-Use Rezoning and Development Agreement 23-REZ-03 - Legislative Public Hearing
17. Voluntary Annexation A24-02 Operations Campus - Legislative Public Hearing
18. Town of Holly Springs Operations Campus Phase 1B Public Hearing, Acceptance of Guaranteed Maximum Price Approval and Adopt Approving Resolution

PUBLIC COMMENT PERIOD

Each speaker may speak up to 3 minutes, and the total comment period will be 15 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk's office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:

linda.mckinney@hollyspringsnc.gov 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Farmers Market Week Proclamation

Strategic Priority Area: Vibrant Community

Staff Resource: Jessica Stygles

Action(s):

Recognize National Farmers Market Week in Holly Springs.

Explanation:

- Jessica Stygles, Farmers Market Coordinator, will present information on the Holly Springs Farmers Market in support of National Farmers Market week. National Farmers Market week highlights the vital role farmers markets play in the United States food system.
- Local Farmers Markets are essential to the livelihood of farmers and food producers as they offer an efficient way to obtain a diversity of healthy foods while directly supporting the local economy.
- The Holly Springs Farmers Market has been recognized as one of the top markets in North Carolina over the past decade.
- The downtown market hosts approximately 35 vendors with an average of 1,200 customers each week during the traditional season.

Background:

- The U.S. Department of Agriculture proclaimed the first National Farmers Market Week in 1999. Now in its 25th year, Farmers Market Week is celebrated the first week of August each year.
- The HS Farmers Market is proud to accept SNAP/EBT benefits as well as Senior Farmers Market Nutrition Program vouchers to assist families who may be experiencing food insecurity. The farmers market is also a collection site for the HS Food Cupboard.

Funding Source(s):

N/A

Attachment(s):

1. Farmers Market Week

Town of Holly Springs



A Proclamation By The Mayor

Farmers Market Week

WHEREAS, farmers markets are important outlets for agricultural producers nationwide, providing them with increased opportunities to meet consumer demand for a variety of fresh, affordable, convenient, and healthful products sold directly from the farm; and

WHEREAS, farmers markets play a key role in developing local and regional food systems that support the sustainability of family farms and preserve farmland and open space adding to our quality of life; and

WHEREAS, farmers markets allow consumers access to locally produced, farm-fresh food and the opportunity to personally interact with producers to learn about their products and to know exactly where their food comes from and how it was grown or produced; and

WHEREAS, purchasing products at a farmers market is environmentally sound as the average distance food travels from farm to plate in the United States is increasing and buying locally drastically reduces “food miles” saving fossil fuels; most products at farmers markets do not have packaging; and most local farmers use sustainable, humane or organic methods; and

WHEREAS, Holly Springs Farmers Market provides opportunities for citizens to gather, build community, contribute to the economic and social vitality of Holly Springs, create a positive social experience; and

WHEREAS, the U.S. Department of Agriculture recognizes the myriad of benefits of farmers markets for producers and consumers and is fully committed to supporting farmers markets’ continued success and to further awareness of farmers markets’ contribution to American life, the Secretary of the U.S. Department of Agriculture has proclaimed the week of August 4-10, 2024 as National Farmers Market Week; and

NOW, THEREFORE, to further encourage the residents of Holly Springs to celebrate Holly Springs’ Farmers Market, I, Mayor Sean Mayefskie, do hereby proclaim the week of August 4-10, 2024 as

Farmers Market Week

in the Town of Holly Springs, North Carolina, and I urge all citizens to find farm fresh goodness at Holly Springs Farmers Market at its location on Ballentine St. every Saturday, year-round.

Presented this 15th day of August, 2023

IN WITNESS WHEREOF, I have
Hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina
To be affixed on this 16th day of July, 2024

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda

Title: June 4, 2024 Business meeting and June 11, 2024 Workshop Minutes

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the June 4, 2024 business meeting and the June 11, 2024 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. 6.4.24 minutes - DRAFT
2. 6.11.24 workshop minutes - DRAFT



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 4, 2024. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and four Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Sean Mayefskie, Mayor Pro Tem Dan Berry, Council members Timothy Forrest, Danielle Hewetson, and Chris Deshazor.

Council Members Present by Electronic Means: Council member Annie Drees.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mathew Mutter and Kameron Womack, *IT*; Kathy White, *Deputy Clerk*; Corey Petersohn and MaryBeth Spoehr, *Budget and Sustainability*; Cassie Hack, *Director, Communications and Marketing*; Chris Hills, *Director, Development Services*; Elizabeth Goodson, Sean Ryan, and Aaron Prichard, *Development Services*; Kendra Parrish, *Executive Director of Utilities & Infrastructure*; Rachel Ingham and Seann Byrd, *Utilities & Infrastructure*; Tina Stroupe, *Finance Director*.

2. and 3. The Pledge of Allegiance was recited, and Holly Springs High School Freshman Josh Ward played the Star-Spangled Banner. This was followed by an invocation by Father Chris Koehn of St. Mary Magdelene Roman Catholic Church.

4. Agenda Adjustment: The June 4, 2024, meeting agenda was adopted with changes, if any, as listed: remove item 11 from Consent, and table item 14.

Motion: Berry
Second: Forrest
Vote: Unanimous

RECOGNITIONS

5. Holly Springs High School Band

Mayor Mayefskie recognized the Holly Springs High School band program and its director, Michael Biasi, for an outstanding year. He mentioned some of the many honors and accolades the students have received and invited Mr. Biasi to say a few words.

Mr. Biasi recognized the Winter Guard as well as the musicians. A representative sample of students appeared. Mr. Biasi thanked the Council for their support in the past through the nonprofit grant program.

6. Flag Day Proclamation

Corey Petersohn, Budget, Innovation, and Strategy, gave some history of a unique flag the "Serapis Flag," that was briefly a US Naval flag under John Paul Jones. Mayor Mayefskie proclaimed June 14th as Flag Day in Holly Springs.

CONSENT AGENDA

The Council passed a motion to approve all items on the Consent Agenda except item 11, which was removed. The motion carried following a motion by MPT Berry, a second by Forrest and a unanimous vote. The following actions were affected:

7. Minutes – Council approved the minutes of the May 14, 2024 Workshop meeting and the May 21, 2024 Business meeting.

8. 2024 Street Resurfacing and Improvement Project – Professional Engineering Services Contract Award – The Council awarded the Contract for Professional Services for the 2024 Street Resurfacing and Improvement Project contract to WithersRavenel, Inc. in the amount of \$117,500 and authorized the Town Manager to execute the contract and any change orders for additional professional services as may be required during the project, not to exceed 15% of the contract amount, for a total amount of \$135,125.

9. Microsoft Licensing Agreement Renewal – The Council approved the agreement between Microsoft and Software House International for a three-year renewal of the Town's Microsoft licensing in the amount of \$187,811.83 per year.

10. NCDOT Agreement for ITS Signal Modernization and Upgrades – The Council approved the Transportation Improvement Project Cost Participation Agreement with the North Carolina Department of Transportation in the amount of \$275,000, and adopted Street and Sidewalk Capital Project Ordinance 24-26.

Removed from Consent

11. Amend Town Council Meeting Calendar - The Council amended their calendar of meetings to cancel the July 9, 2024 Workshop and to start the June 11, 2024 workshop at 5 pm instead of 6 pm.

Action: Motion to cancel the July 9, 2024 workshop and start the June 11, 2024 workshop at 5 pm instead of 6 pm.

Motion by: Berry

Second by: Forrest

Vote: unanimous

PUBLIC HEARINGS

12. Voluntary Annexation A23-08, 2720 Woodfield Dead End Rd.

Aaron Prichard, Development Services, said that this item was for annexation of approximately 1.97 acres off of Woodfield Dead End Road. The property owner is requesting annexation in order to connect to Town utilities. He showed the location of the property and said that it meets all statutory requirements for annexation.

Mayor Mayefskie opened the public hearing and the following input was received: none. There being no input, Mayor Mayefskie closed the public hearing.

Action: Motion to adopt Annexation Ordinance A23-08 to approve annexation of the property included in the agenda packet.

Motion by: Deshazor

Second by: Hewetson

Vote: unanimous

13. Economic Development Agreement (EDA) with Fujifilm Diosynth Biotechnologies

Daniel Weeks, Assistant Town Manager, said that the development agreement was not ready for consideration at this time, but since the public hearing had been advertised, he requested that it be continued again to the June 18, 2024 meeting.

Mayor Mayefskie reopened the public hearing.

Action: Motion to continue Public Hearing to the June 18, 2024 meeting.

Motion by: Berry

Second by: Forrest

Vote: unanimous

NEW BUSINESS

14. Adoption of Fiscal Year 2024-2025 Operating Budget and Community Investment Plan

Tabled to June 18th as part of the Agenda Adjustment

15. Reclaimed Water Master Plan Update

Rachel Ingham, Utilities and Infrastructure, said the purpose of this item was to consider a contract with Black and Veatch in the amount of \$190,000 to review and update the Reclaimed Water Master Plan. She reminded the public of what reclaimed water is, and how using it benefits the Town. She said the initial Reclaimed Wastewater Master Plan was created in 2000. The Utley Creek facility began producing reclaimed water in 2010. In 2019 the Master Plan was updated. Since then, the town has seen significant residential and industrial growth.

Ms. Ingham showed the current reclaimed water system and outlined its capacity. She said the update would help determine future infrastructure and capacity needs. It would analyze peak beneficial allocation of residential irrigation and promote industrial use, which has fewer seasonal peaks, minimizes wastewater discharge and conserves the potable water supply.

Ms. Ingham said the update would evaluate existing reuse system and service area, update the reclaimed water hydraulic model, identify solutions to managing seasonal peak demands, and develop planning concepts with industrial stakeholders to better serve reclaimed water needs through potential future partnerships.

Action: Motion to authorize the Town Manager to execute a contract for \$190,000 with Black and Veatch to develop a Reclaimed Water Master Plan Update.

Motion by: Hewetson

Second by: Deshazor

Vote: unanimous

16. 2024 Water and Sewer Revenue Bonds Initial Resolution

Tina Stroupe, Finance Director, said that this item was to review the process for issuance of 2024 Water and Sewer Revenue Bonds and discuss next steps. She said the purpose of the bonds would be to fund the expansion of the Water Filtration Facility in Sanford in partnership with the City of Sanford and the Town of Fuquay-Varina. Each partner in this project will own a proportionate share of the expansion in the facility. The funding sources for Holly Springs' share will come from \$9,900,000 in grants, and revenue bonds not to exceed \$75,000,000. She reminded the public that revenue bonds were a common type of municipal financing supported by revenue from a specific project. The bonds would be paid back from water and sewer sales to residents and business owners.

Ms. Stroupe said that next steps would be for Council to adopt the resolution authorizing application to the LGC. The Ratings Agency presentation would be on June 12th, followed by

Council adoption of the Final Resolution/Bond Order at the June 18th meeting. She said that LGC approval is expected on July 7th with the Bond Sale on July 16th.

Action: Motion to adopt Initial Resolution authorizing the financing and application to the Local Government Commission and requesting their approval of the Town's 2024 Enterprise System Revenue Bonds and direction to retain the necessary professionals essential for the debt issuance and approve the required engagement of bond counsel.

Motion by: Forrest

Second by: Berry

Vote: unanimous

Ms. Stroupe reported that the second bid opening on this project was yesterday, and the bids came in lower than the previous bids.

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 writing: one comment from Faith Kreisler regarding water access fees and one comment from Justin Armstrong regarding traffic.

The following public comments were received in person: none.

OTHER BUSINESS

None that required action.

MANAGER'S REPORT

Randy Harrington, Town Manager, said we have had conversations around bicycle safety. Holly Springs Police Department has begun Operation Freeze which is a program to recognize cyclists who are doing the right thing. It is one piece of a broader effort.

Secondly, he invited Sean Ryan of Development Services to give an update on upcoming land use cases.

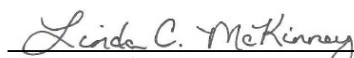
Mr. Ryan gave an overview of new applications and updates to ongoing applications for various land use cases that may come before Council in the future. Council member Deshazor asked if in future Council could see the developments around the proposed ones, for a larger overview.

Mr. Ryan then gave an update on projects that have been in process for a longer period of time, which ones were moving forward, and which were stalled. Mayor Mayefskie asked about the "notch" on the Ragan project. Mr. Ryan said the Notch is excluded from the rezoning but they are making infrastructure improvements across that property.

CLOSED SESSION: None.

Adjournment: MPT Berry made a motion to adjourn at 7:39 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, July 16, 2024.



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 11, 2024 in the Council Chamber and via livestreaming. Mayor Mayefskie presided, calling the meeting to order at 5:00 p.m. A quorum was established as the Mayor and four Councilmembers were present in the room as the meeting opened.

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

Council Members Present via electronic means: Mayor Pro Tem Dan Berry.

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; Mathew Mutter, IT; Jeff Wilson, Director of IT; Kendra Parrish, Executive Director of Utilities and Infrastructure; Kimberly Keys, and Whitney Carter, Utilities and Infrastructure; Corey Petersohn, Director, Budget and Strategic Planning; MaryBeth Spoehr, and Matthew Dellinger Budget & Strategic Planning; Tina Stroupe, Director, Finance; Paul Liquorie, Police Chief; LeRoy Smith, Fire Chief; Patty Dressen, Office of Customer Care; LeeAnn Plumer, Director, Parks and Recreation; Matt Beard, Parks and Recreation; Paige Scott, Director of Public Works; Cassie Hack, Director, Communications and Marketing; Chris Hills, Director of Development Services; Elizabeth Goodson, Carrie Kennedy and Sean Ryan, Development Services; Sabrina McDonald, Director of Human Resources.

Mayor Mayefskie called the meeting to order. He congratulated Kendra Parrish, who won the Glass Ceiling Award from the Holly Springs Chamber of Commerce.

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

2. Wake County Public School System

Chris Hills, Director of Development Services, introduced Glenn Corrozza, Marcella Rorie, and Susan Pulliam from the Wake County Public School System. He said they were here to talk about school planning and assignment considerations.

Mr. Corrozza said they would discuss the annual enrollment forecast, review projected crowding for next school year, review capital improvement plan updates, explain the preparation of the annual enrollment plan, review capped schools due to overcrowding concerns, and review options to address other school utilization concerns. He provided a website: www.wcpss.net/assignmentplanning where the public can go to get answers to questions about school assignments.

Ms. Rorie discussed the Annual Enrollment Forecast process. She showed projected Kindergarten membership through 2033-34, and the annual enrollment forecast update. Ms. Pulliam showed which areas of the county were seeing growth and which were showing decreases in enrollment.

Ms. Rorie discussed how school crowding was calculated, and showed the areas of the county that are facing school crowding in Elementary, Middle, and High schools.

Ms. Pullium gave statistics on how many Wake County Public School students live in Holly Springs, both town limits and the ETJ, and said they were 6% of the total student population. She gave student counts from 10 schools that are located in Holly Springs.

Next Ms. Rorie discussed the Capital Improvement Plan, showed the locations for planned new schools over the next seven years, and explained their prioritization. She explained the process of planning for future schools or the renovation of current schools. She talked about how off-site improvements are negotiated, and what public engagement looks like.

Ms. Pullium then explained the preparation of the annual enrollment plan. She highlighted four schools that were slated to open in the 25-26 school year, including Felton Grove High School. She outlined the four priorities that the WCPSS considers when assigning students to a particular school, the process for assignment, and the timeline for school assignments, and reminded the public of the website where can go for information and updates. She said that it was a little too early to know what the Felton Grove High School or Rex Road Elementary assignments were going to look like, but people can go to this website for more information.

Ms. Rorie then explained why schools get capped, and reviewed the schools that serve Holly Springs residents that are capped. Ms. Pullium discussed options to address other school utilization concerns. Mr. Corrozza reiterated that WCPSS could not do all this without the partnership with the Town.

Council asked questions about maximum size for high schools, and the number of times a family is reassigned, and how far a student would be bussed.

3. FY 2025 Budget

Randy Harrington, Town Manager, said that this was a further discussion of the Fiscal Year 2024-2025 budget. He reminded Council that state law requires a balanced budget, so any additions require offsetting expenditure reduction or identification of new funding. Corey Petersohn, Office of Budget, Strategy, and Innovation, explained the Wake County Cost-Share for providing fire services to unincorporated areas of Wake County and said that Holly Springs had been allocated an additional \$209,218 above what was expected in the Wake County budget, due to the efforts of Fire Chief LeRoy Smith.

Mr. Harrington said that Council had requested additional funding for transportation, and to maintain a property tax of 4.85 cents above revenue neutral. Mr. Petersohn outlined the proposal to balance the budget while shifting 0.25 cents from the operating budget by using the additional Wake County cost-share revenue, removing the yard waste operating contingency, reducing Downtown Investment Grant funds, and reducing the overtime policy adjustment.

Mayor Mayefskie asked Council if the current proposal meets Council's objectives, or if further discussion was needed. He said if further discussion was needed, it is Council's duty to present both the additions and subtractions in order to balance the budget.

Council member Hewetson said this met her expectations. Council member Forrest said, he can support this if we can protect the first responders, Utilities, and Parks and Rec positions. But with this new funding he would expect to see final plans for Holly Springs Rd central, and construction started in the following year. Council member Drees said she would like to discuss. Council member Deshazor said he would like to discuss. Mayor Pro Tem Berry said the money from the county is a tax on our residents so balancing the budget with this doesn't help residents. He hasn't changed his views and doesn't plan to support it.

Since there was no consensus, Mayor Mayefskie asked Council for their options.

Council member Deshazor asked what would happen if we delayed hiring one of the two new positions on the police force until next year's budget. Mr. Harrington and Chief Liquorie explained why both positions were necessary to grow the department to meet the challenges of Holly Springs' growing population. Council member Drees asked which position could be

deferred for one year and Mr. Harrington said that he would not have recommended them if he didn't feel they were both important, but it was a higher-policy question for Council as to whether they want to evolve that way. Council member Hewetson said she would not support cutting either position. Council member Forrest said he is in favor of both positions. MPT Berry said he had nothing to add. He thinks there are areas to look at to make things tighter, but he appreciates the support for public safety. Council member Forrest asked how much eliminating one position would impact the monthly tax bill on the average home in Holly Springs. Mr. Petersohn said it would be about a 45 or 50 cent reduction. Council discussed what the impacts of not funding a position would be on geographic policing and on staffing concerns.

Mayor Mayefskie asked what number Council members Deshazor and Drees would be ok with, so Council could work towards that. Council member Deshazor said he doesn't have a specific number in mind, he wants to be told how much benefit would be gained by cutting certain things.

Mr. Petersohn pulled up the spreadsheet to allow Council to see what the impact of making changes would be. Mr. Harrington said there have been a couple of items in play over the last few weeks: street tree program expansion, Downtown investment Plan, and overtime pay adjustment.

Council discussed removing the Council pay raise and putting those funds into the overtime pay adjustment. There was discussion over whether there was a specific number that Council wanted to get to on the tax rate, or whether they were ok with the manager recommended rate.

Mayor asked if there was consensus on the 4.85 tax rate, with the adjustments of removing the council raise and moving that to overtime adjustments, and giving a smaller increase to the Tree Advisory Committee.

Council discussed the .25 cent increase for transportation and what it would accomplish.

Mr. Petersohn said if the rate was 4.385, the Council raise removed, and overtime adjustment replaced, there was a \$10,047 surplus. Council said to put \$10,000 back to Tree Advisory Committee and the remaining \$47 to PAYGO to balance the budget.

Council member Drees asked Chris Hills to work with the Tree Advisory Committee to build a plan to use up the money that was added back. She said she would like to see something happen.

4. Project Updates

a. Operations Campus

Kimberly Keys said this item was to provide Council with an update on the Operations Campus progress and project budget status. She said that Phase 1A had completed clearing and erosion control. Mass grading and storm drainage work is on-going with road construction coming up and substantial completion expected in September of 2024. She showed exterior and interior renderings of the Administration Building and the Operations Building. Phase 1B (construction) is next with the first bid opening set for June 20th, second bid opening June 27th, Council approval of the Guaranteed Maximum Price (GMP) at the July 16th meeting, LGC Approval on August 6th, and permit approvals and construction starting in September. Substantial completion is expected in the winter of 2026. She outlined the Benefits of using a Construction manager at Risk.

Mr. Petersohn outlined the project budget and the Construction Manager At Risk (CMAR) preliminary estimate and soft costs. He said that value engineering had reduced the amount by approximately \$1,400,000 and the current CMAR estimate is \$46,656,973. He outlined the current funding mechanisms including Limited Obligation Bonds, initial bond

issuance interest and anticipated bond premium/interest. He said there could be some continued value engineering. He said that this is still an estimate, but this has narrowed the gap to within the reasonable number to be solved.

Mr. Petersohn explained the difference between General Obligation Bonds and Limited Obligation Bonds and explained how that difference affects the “bond premium” the Town can expect to receive. He asked if Council had any questions about the strategy to pursue. Mr. Harrington said there are two variables baked into this: we hope that we will receive good bids. If we are better on those, it will help us. Second, we have been very conservative on the bid premium, but in the event we don’t get it (and our financial advisor believes we will) we would be looking at some value engineering to get it to a place we could afford, although it would mean reducing the size of the building or other significant cuts.

Mayor Mayefskie asked when bids come in, how specific they were. Mr. Keith Calyon of ADW Architects said that they are very specific and competitive in each item. Council member Drees asked how sure we were of the bond premium. Mr. Petersohn said we are working with our financial advisors and based on historic performance, we chose a very conservative number. This is not a final budget; this is a strategy discussion. Tina Stroupe, Finance Director, said we are going to do the bond sale in August, and no one expects the bond market to change in two months. Mr. Petersohn said the initial bond resolution will come to Council at the next meeting and that will include a “not to exceed” amount and will include some refinancing to save money on some other items.

Council member Deshazor asked if staff had any concerns with delays in the project and our funding. Ms. Keys said that we are on time with the Ops Campus. It’s Fire Station 3 that has some delays.

b. Fire Station 3

Kimberly Keys, Utilities and Infrastructure, said this item was to deliver an update on Fire Station 3 construction progress and budget status. She said that current construction activity is interior wall framing, exterior sheathing, fascia, storm sewer systems, and plumbing, as well as mechanical and electrical rough-in. She said they recently held the “top off” ceremony, with each fire fighter signing the beam that was then installed at the top of the building. She said the potential opening date has been delayed due to Duke Energy’s delayed construction of Cinder Station Road and utilities, but the project is currently within the Council approved budget.

c. Eagle Landing Park

LeeAnn Plumer said this item was to give Council an update on Eagles Landing Park design progress and project budget, and to get Council feedback on recommended strategies to deliver the project within current and available funding options. She outlined the initial allocation of the Park Bond funds across six projects, the largest of which is the new park. She outlined the timeline from the Master Plan approved in 2022 to the design and permitting that is happening now. She said site construction is anticipated to begin in 2025 with final completion at the end of 2027. She gave a website where the public can go for timeline and status information of all parks bond projects.

Ms. Plummer outlined the current allocated funding with a CIP budget of \$92,450,000. She said that the preliminary design estimate, as of April 30th, comes to \$110,200,000, given a funding gap of \$17,750,000. She outlined the value engineering efforts including reducing the size of the rec center by 10,000 square feet, changing the ceiling height in the gym and lobby, reducing the amount and size of windows, site modifications, pre-engineered picnic shelters in lieu of custom designed ones, and reducing the square footage of the all-wheels park. Items

that have been added as bid alternates include picnic shelters by the turf field and pond, outdoor volleyball court and lighting, pump track and beginner bowl in the all-wheels park and roof top solar photovoltaics. These changes bring the estimate down to \$100,800,000, a gap of \$8,350,000.

Ms. Plummer offered three sets of strategies to close this gap. First, continuing value engineering with the designers and CMAR. Second would be the use of other funding sources including reallocating bond funds from greenway projects, alternate funding for pedestrian improvements, and anticipated bond premium and investment interest. Finally additional program reductions or eliminations could be considered, either reducing program areas as a whole, or adding program areas as bid alternates or to be funded in the future. Corey Petersohn, Office of Budget, Strategy, and Innovation, discussed alternate sources of funding for road improvements, like the signal and crosswalks coming out of street reserves. He said the \$3.5 million for greenway seed projects could be gained back from bond premiums. The first issuance is January of 2025, and we will likely get a substantial premium. But the second issuance is further out and harder to anticipate. The estimate of \$6 – 8 million is conservative. But this is more than the funding gap.

Ms. Plummer said that without closing that gap, program areas would need to be reduced or removed. She outlined potential program reductions, how much savings they would provide, and what impact they would have on service.

Mr. Petersohn offered three funding strategy options: Option 1 – size project to current budget; Option 2 – mix of value engineering and additional funding; and Option 3 – Anticipate a large bond premium and maintain all current bond projects as planned. He said staff recommendation is Option 2.

Mayor Mayefskie asked about selling naming privileges to raise the funds. Mr. Harrington said that was an avenue we wanted to explore. Ms. Plummer said sponsorships are usually to support operating costs. There is not interest in the \$1 million amount needed for construction. But staff is looking at sponsorships to offset operating costs. Mayor Mayefskie asked how we got this far off in the estimates. Ms. Plummer said there has been a large increase in construction costs. Our early estimates, compared to our CMAR team's estimates, were very low. There might be savings later, but the CMAR is looking at what it is likely to cost. The off-site improvements have added to the costs also. Mr. Harrington said from a scope standpoint, the facility has been the same. The only area with increase in scope is the transportation piece. That has been the biggest cost increase. NCDOT is pushing us to do more expensive things than we are trying to do. Council member Deshazor asked about pursuing LAPP grants and Chris Hills, Development Services Director, said that it would not be a competitive project. Mr. Harrington said we will pursue any opportunities. We explored LAPP and were told it would not be a competitive project.

Council member Forrest asked if staff could show all the bond projects and where the savings are, not just Eagles Landing. Mr. Petersohn said the other five projects are much smaller, so the risk is also less. The greenway project is the next largest, and thus why that was included in the strategy. Also, as we get further out there is potential funding from fee-in-lieus. Ms. Plummer said we are waiting for Council to approve these projects as part of the budget. Council member Forrest said the low-hanging fruit is sucking up resources that could go to Eagles Landing. He asked why not hold off on them until the big project is done. If you could delay when decisions have to be made, would that allow Council to make better decisions. He asked when the decision on cost savings had to be made. Ms. Plummer said it does not have to be made tonight – this is just for awareness. The goal is to have guaranteed maximum price ("GMP") before the end of 2025. We need to be able to make design decisions so that we stay

in budget. The challenge is to be able to deliver the project and stay in budget. Council member Forrest said he would like to hold off on all bond money until they make the funding decision. He would only support Option 3 at this time.

Council member Deshazor said his concern is that we sold all the projects when we sold the bond. We are less than a year out and we're short. If we do nothing, the biggest concern people were having is that the bond was so large. He likes that staff is trying to find ways to do this. He wants to see it all because we promised that. Mr. Petersohn said that is what Option 2 is. There is less risk with the smaller projects. If there is not an endorsement of closing the gap, making reductions is the only option.

Council member Drees said she is not hearing the point of view of people who are not going to use the park because it's not convenient to them. The smaller ticket items are things that they might use. She asked if we are defunding greenways, are they on that side of town, or are those ones other people would use. Mr. Petersohn said the greenway funding is for design, not construction, and we would just be delaying it and they are furthest out on the timeline, and they can more frequently get grants.

Council member Forrest said that the people on the west side paid for the parks on the east side, so the entire town expects the park to be built. He said we need to hold everything in reserve to make sure we have what we need to make it happen.

Mr. Harrington said he anticipates bringing this back to Council at the October workshop with more details.

Council directed staff to follow Option 2.

Ms. Plummer said that next steps are to continue staff refinement and analysis, report back to Council in the fall, with construction bidding and financing in January of 2025. Staff will continue to inform the public of progress on various projects.

5. Town Clerk and Town Attorney Quarterly Updates

a. Clerk

Linda McKinney, Town Clerk, gave Council an update on her office's activities over the past quarter. She served on the assessment panel for Morrisville when they hired their new clerk, has transitioned the Parks and Recreation Advisory Committee to using CivicClerk so that all agendas may now be found in the same place on the website. She is working with IT to create a robust cemetery mapping database with different layers for different users. There has been an increase in solicitors, both those requesting permits and those soliciting without permits and causing resident complaints. This is standard for this time of year as is the increase in block party permit requests.

b. Attorney

John Schifano, Town Attorney, said he would give his updates in closed session as they were litigation matters.

Council member Deshazor said, before we go into closed session he wanted to talk about the parking situation with the Balloon festival. He wanted to know if there was a way to ensure that 3rd parties work with the police department to fix traffic issues. Council member Hewetson said they had traffic people in place. Mr. Harrington said one thing that was unique about this event is that we have an agreement with an adjacent neighborhood on the second access but we only have an agreement for July 5th and Holly Fest, not third-party events, and that made it a little tight. Council member Forrest asked when was the last time we assessed traffic control for an event. Ms. Plummer said there was a traffic plan as a requirement for that

event to come in. Police and Fire were there for safety. The problem was the third party did not execute their plan well. They did not understand how to get people in and out quickly. Council member Hewetson asked if we would be able to provide people with a parking plan as part of the agreement. Ms. Plummer said that is one strategy. This was one of the largest non-Town events that we have allowed. It was exciting, but there are a lot of lessons learned and we are looking at making changes so that doesn't happen with 3rd parties in the future. Mr. Harrington said staff will share after-action findings with Council.

6. Closed Session: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to discuss *Woodcreek v. Holly Springs*, a potential litigation matter.

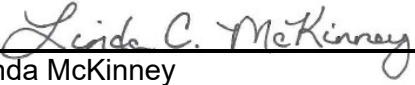
Motion by: Forrest
Second by: Deshazor
Vote: Unanimous

Motion to leave closed session was made by Council member Deshazor seconded by Council member Forrest and passed with a unanimous vote.

7. Adjournment:

Motion to adjourn was made by Council member Deshazor seconded by Council member Forrest and passed with a unanimous vote. The June 11, 2024 workshop meeting of the Holly Springs Town Council was adjourned at 9:15 pm.

Respectfully Submitted on Tuesday, July 16, 2024.



Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Monthly Budget Amendments

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

Approve monthly budget amendments.

Explanation:

- The Town's budget ordinance requires Town Council approval for any amendments between departments over \$50,000 or to appropriate funds.
- The attached budget amendment appropriates assigned fund balance in FY2024-2025 for the taxes, fees, and up-fit of vehicles purchases from FY2023-2024.
- Due to on-going delays in some vehicle deliveries, the associated vehicles purchased in the previous fiscal year have yet to be delivered to the Town.
- As a result of the delay, the Town could not expend the funds that Town Council appropriated for vehicle taxes, fees, and up-fit.
- To carry-forward these costs from FY2023-2024 to FY2024-2025, the associated funds were administratively assigned specifically for their Council-approved purpose.
- This amendment appropriates the funds in FY2024-2025 using the assigned category of fund balance for the three major operating funds:
 - General Fund - \$8,073
 - Utility Fund - \$40,000
 - Stormwater Fund - \$2,731

Background:

- Assigned Fund Balance is defined as the portion of fund balance that represents resources intended for specific purposes.
- These funds are not included in the audit calculation for unassigned fund balance.

Funding Source(s):

- General/Utility/Stormwater Funds - Assigned Fund Balance

Attachment(s):

1. FY25 Budget Amendment Form - Assigned FB

Town of Holly Springs FY2024-25 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, 2025.

Department: Administration

Date: 7/16/2024

Reason for Budget Amendment:

Due to on-going delays in vehicle acquisition, not all vehicles purchased in FY24 have been delivered to the Town. This has caused delays in the ability to pay taxes, fees, and upfit costs. To carry these costs forward from FY24 to FY25 the funds were administratively assigned. This amendment appropriates these funds.

Expense			
Account #	Account Description	Increase	Decrease
10-450-010-90.02	General Fund - U&I - Capital Outlay Vehicle	\$ 2,636	
10-418-18-90.02	General Fund - Police - Capital Outlay Vehicle	\$ 1,437	
10-422-24-90.02	General Fund - Public Works - Capital Outlay Veh.	\$ 2,000	
10-422-22-90.02	General Fund - Public Works - Capital Outlay Veh.	\$ 2,000	
30-450-045-90.02	Utility Fund - U&I - Capital Outlay Vehicle	\$ 20,000	
30-450-050-90.02	Utility Fund - U&I - Capital Outlay Vehicle	\$ 5,000	
30-450-055-90.02	Utility Fund - U&I - Capital Outlay Vehicle	\$ 15,000	
31-450-070-90.02	Stormwater Fund - U&I - Capital Outlay Vehicle	\$ 2,731	
Total Expense:		\$ 50,804	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10-360.16	General Fund - Assigned Fund Balance	\$ 8,073	
30-360.16	Utility Fund - Assigned Fund Balance	\$ 40,000	
31-360.16	Stormwater Fund - Assigned Fund Balance	\$ 2,731	
Total Revenue:		\$ 50,804	\$ -

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Resolution Authorizing Execution of Kroger Opioid Settlement and Approving Second Supplemental Agreement for Additional Funds

Strategic Priority Area: Community Safety

Staff Resource: John Schifano, Town Attorney

Action(s):

Adopt Resolution 24-17 authorizing execution of the Kroger Opioid Settlement and approving second supplemental agreement for additional funds.

Explanation:

- On July 20, 2021 Council adopted Resolution 21-16 supporting a Memorandum of Agreement between the State of North Carolina and local governments on proceeds relating to the settlement of Opioid Litigation with the "big three" drug distributors plus Johnson & Johnson, known as the Wave One settlements.
- On March 21, 2023 Council adopted Resolution 23-05 authorizing the execution of settlement agreements in the litigation with CVS, Walgreens, Walmart, Allegan and Teva, known as the Wave Two Settlements.
- This partnership between the state and local governments enabled the state and the participating local governments to receive 100% of the collective share of the national settlement funds.
- North Carolina's share of this settlement is expected to be an additional \$40 million.
- While the Town of Holly Springs is not a participant in the opioid litigation or settlement, resolutions of support by municipalities with over 30,000 population in 2019 have been requested by the State of North Carolina to help maximize the portion of the settlement payout. While it is unclear if any direct funds will come to Holly Springs, support of the resolution will help the region combat the opioid epidemic.

Background:

- The opioid epidemic has caused more than 36,000 deaths in North Carolina and negatively impacts families, public safety agencies, the criminal justice system, social services, and healthcare.
- Proceeds from the "Wave One" settlement began flowing to the state and all 100 counties in 2022.
- North Carolina was allocated approximately \$1.4 billion in the first two waves of the settlement.

Funding Source(s):

N/A

Attachment(s):

1. 24-17 authorizing Kroger Opioid Settlement



Resolution No. 24-17

Date Adopted: July 16, 2024

Effective Date: July 16, 2024

**RESOLUTION BY THE TOWN OF HOLLY SPRINGS
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND
APPROVING SECOND SUPPLEMENTAL AGREEMENT FOR
ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. ("Kroger") as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments to sign onto the settlements and SAAF-2 to demonstrate solidarity in response to the opioid overdose crisis and maximize the share of opioid settlement funds received by state and local governments to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Holly Springs Town Council hereby authorizes the Town Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted by the Holly Springs Town Council on this, the 16th day of July, 2024.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: Parking & Infrastructure for Garden at Sugg Farm - Construction Contract (TOHS Project 23-011)

Strategic Priority Area: Vibrant Community

Staff Resource: Michael Leonas, Utilities and Infrastructure

Action(s):

- Award the construction contract to Lanier Construction Co Inc. in the amount of \$203,500 for the construction of the parking area and support infrastructure for the community garden at Sugg Farm.
- Authorize the Town Manager to execute any required change orders that are consistent with the project scope and within a sub-project allocation of \$223,350 (including the 10% contingency of \$20,350).

Explanation:

- The proposed parking supports the overall Community Garden Project, which includes raised garden beds, a nature play area, a sensory trail and an accessible parking area located in the southern portion of Sugg Farm Park.
- The scope of work includes a gravel surface drive and parking for 20 vehicles, accessible pathways along the parking lot to the community garden, a new water service, and site plumbing to serve the community garden.
- Staff request construction funding in the amount of \$203,500 and a 10% contingency of \$20,350. Contingency is allocated to address unforeseen conditions, potential increases in pricing or quantities, and/or other conditions which may affect the work that were not known or anticipated at the time of the contract.
- The project was advertised as a solicitation for cost proposals utilizing the informal contracting process per the Town's Purchasing Policy.
- The Town received three (3) responsive and responsible cost proposals. The lowest cost proposal received was from Lanier Construction Co Inc. Town staff reviewed the proposal and determined that the cost was appropriate for the work being performed and recommends awarding the contract to Lanier Construction, Inc.
- The anticipated construction start date will be in the latter part of August 2024. It is anticipated that construction will take approximately 90 days.
- Utilities and Infrastructure (U&I) staff will work closely with Parks & Recreation and Communications & Marketing staff during construction to coordinate any construction activities and public notices that could impact the park operation and/or special events.
- U&I staff completed the design in-house and will also manage the construction phase including construction administration and inspection coordination.

Background:

- The community garden project was identified as an important public investment as part of the discussions with Town Council over the prioritization of future P&R projects following the adoption of the Sugg Farm Park Master Plan and 2021 Parks, Recreation and Greenways Master Plan.
- The nature play and trail project is expected to begin with public engagement in late summer and the garden build-out is planned to take place before the end of the calendar year.
- The total project budget is \$825,000 which includes \$500,000 from the Accessible Recreation grant from the state. Approximately \$575,000 has been identified for garden, nature play area, and sensory trail, plus \$203,500 for parking and associated utilities.

Funding Source(s):

- Community Investment Plan - Park Reserves / State Grant Funds

Attachment(s):

1. 23-011 Bid Record
2. 23-011 Construction Contract - Unsigned
3. 23-011 Site Plan
4. 23-011 Project Map

BID RECORD**SOLICITATION:****#23-011 COMMUNITY GARDEN AT SUGG FARM PARK PROJECT MANUAL**

						From Purchasing	
Bidder	Bid	License No.	Signed Contract?	E-verify?	Addenda?	Responsive?	Notes
Neal Construction & Consulting	\$ 282,314.75	87402	N	N	Y	Y	waiving missing signatures due to unclear solicitation & bid form missing from proj. manual
Hine Sitework	\$ 318,900.00	52225	Y	Y	Y	Y	included bid bond (not required) and has MWBE participation
Greenscape Inc.	\$ 37,850.00	CL0707	N	N	Y	N	Sent proposal for landscaping work
Lanier Construction Co. Inc.	\$ 203,500.00	18152	Y	Y	Y	Y	active unlimited license, completed good faith efforts doc & has MWBE participation
Frye Fence Co. Inc	\$ 12,100.00	N	N	N	N	N	Sent a single page quote for a fence

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared by



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CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between the Town of Holly Springs, NC (Owner) and
Lanier Construction Co Inc (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Town of Holly Springs Community Garden at Sugg Farm Park which includes a gravel pavement drive and gravel parking lot for 20 vehicles, 3 of those are to be on concrete. Furthermore, concrete pathways along the parking lot and to the community garden, a 1" water line to serve the community garden spigots, as well as grading, erosion control and other required measures.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in the southern section of the Sugg Farm at Bass Lake Park, the park (site) address is 2033 Grigsby Avenue, Holly Springs, NC 27540.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. Performance Bond (if applicable)
2. Payment Bond (if applicable)
3. This Contract
4. Addenda (if applicable)
5. Payment Applications Forms
6. HS Minority Program (if applicable)
7. E-Verify Affidavit
8. Technical Specifications
9. Construction Drawing Set

ARTICLE 3 - ENGINEER

3.01 Engineer

- #### A.
- The Engineer for this Project is the Town of Holly Springs Utilities and Infrastructure Department.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- #### A.
- The Work will be substantially completed within 60 days after the Effective Date of the Contract and completed and ready for final payment within 90 days after the Effective Date of the Contract.

Work shall not occur during these days due to the following events that take place in the park:

- 9.13.24 – 9.14.24 Ultra Marathon (Friday – Saturday)
- 9.21.24 Canine Con (Saturday)
- 10.5.24 Wings over Springs (Saturday)
- 10.12.24 Haunted Trail (Saturday)
- 10.18.24 – 10.20.24 Triangle Buddy Walk (Friday – Sunday)
- 10.26.24 Holly Fest (Saturday)

4.02 Liquidated Damages

- #### A.
- Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after

the Contract Time for substantial completion and \$250 for each day that expires after the Contract Time for final completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of \$ 203,500.00 for all Work.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ _____
Bodily Injury By Disease, each Employee	\$ _____
Bodily Injury/Disease Aggregate	\$ _____

b. Commercial General Liability:

General Aggregate	\$ <u>5,000,000.00</u>
Products - Completed Operations Aggregate	\$ _____
Personal and Advertising Injury	\$ _____
Each Occurrence (Bodily Injury and Property Damage)	\$ _____

c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ _____
Each Accident	\$ _____

Property Damage:	
Each Accident	\$ _____
Combined Single Limit of:	\$ _____

d. Excess or Umbrella Liability:

Per Occurrence	\$ _____
General Aggregate	\$ <u>5,000,000.00</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ _____
General Aggregate	\$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured, and in conformity with paragraph 6.01(A).
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday to Friday, 7:00am to 4:00pm. Work until 6:00pm during the week will be granted if work necessitates, but these occurrences shall be kept to a minimum. Work on Saturday from 8:00am to 6:00pm is allowed, but shall be requested by Wednesday of the week and to be kept to a minimum. No Sunday work is allowed.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and

direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

EJCDC® C-522, Contract for Construction of a Small Project.

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ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other

provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

TOWN OF HOLLY SPRINGS

By: _____

Title: TOWN MANAGER

Attest: _____

Title: TOWN CLERK/DEPUTY TOWN CLERK

THIS INSTRUMENT HAS BEEN AUDITED IN THE
MANNER PRESCRIBED BY LAW

FINANCE OFFICER

THIS CONTRACT IS APPROVED AS TO FORM

TOWN ATTORNEY

CONTRACTOR:

Janier Construction Co. Inc.

By: Henry Lin

Title: President

(If Contractor is a corporation, a partnership, or a
joint venture, attach evidence of authority to
sign.)

Attest: Paul M. Xian

Title: Corp Sec.

Address, Email, And Phone Number for giving
notices:

5162 ~~621~~⁴⁴ 1505 Browntown Rd

Shaw Hill NC 28582

18152

License No.: 18152
(where applicable)

Note -- Do Not Copy This Page

If the last page of this Section is odd, insert a blank sheet (slip sheet) here.

NOTE

The following forms shall be used during construction:

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

APPLICATION FOR PROGRESS PAYMENT (5 pages)
MBE INFORMATION
TAX STATEMENT AND CERTIFICATION
FIELD ORDER
WORK CHANGE DIRECTIVE INSTRUCTIONS
WORK CHANGE DIRECTIVE
CHANGE ORDER INSTRUCTIONS
CHANGE ORDER (2 PAGES)
ATTACHMENT TO CHANGE ORDER, SUPPORTING DOCUMENTATION
CONTRACTOR'S RELEASE OF OWNER
CONSENT OF SURETY TO FINAL PAYMENT
FINAL RECEIPT

APPLICATIONS FOR PROGRESS PAYMENT

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN, ATTN: DEBBIE ABBENE (debbie.abbene@hollyspringsnc.gov)

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

Each Application for progress payment must include, as a minimum, the following information:

1. Pay Request cover letter as included on page 00900-4.
2. Town of Holly Springs Cover Sheet as included on page 00900-5.
3. Itemized quantity sheet(s) as included on page 00900-6.
4. A Certificate of Sales Tax Paid as included on page 00900-8.
If no sales tax has been paid in the period, then a certificate should be included stating that no sales tax was paid.
5. Updated schedule.
6. Subcontractor Payment Report on page 00905-10.
7. Five full sets of the above information.
8. A progress schedule updated to reflect current status of project. If project is still on a previously submitted schedule, submit another copy of the schedule with “No Change” noted, along with the date of submittal.
9. S&EC Rain Event Logs
10. S&EC Self Inspection Logs
11. MBE Documentation for Contract Payments on page 00905-15

PAY REQUEST COVER LETTER

(To Be Submitted)

DATE: _____

TO: Town of Holly Springs

RE: _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials and the like, covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____

TIME: _____

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public (Seal)

My Commission Expires

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

Project _____

Contractor _____

Project No. _____

Period _____

Payment No. _____

The undersigned Contractor certifies that to the best of its knowledge and belief, all items, units, quantities and prices of all work and material indicated on sheet(s) _____ of this periodic estimate are correct; that all Work has been performed and Materials supplied in full accordance with the terms and conditions of the construction Contract Documents between the undersigned as Contractor and the Town of Holly Springs as Owner, dated _____, and all authorized changes thereto; that the following is a true and correct statement of the Contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received.

Total Contract Amount, Including Change Orders	_____	_____ % Earned
Total Amount Earned, To Date	_____	
5% Retainage	_____	
Total Earned Less Retainage	_____	
Total Previously Approved	_____	
Amount Due This Estimate	_____	
Unpaid From Previous Estimate	_____	
Current Amount Due	_____	
Balance to Finish, Including Retainage	_____	

The Contractor further certifies that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said Contract up to the date of this estimate have been paid in full accordance with the requirements of this Contract.

CONTRACTOR _____ BY _____ TITLE _____ DATE _____

APPROVAL FOR PAYMENT:

Resident Project Representative	Engineer/Architect	Town of Holly Springs – Owner's Representative
Project No. 23-011	00900-5	Community Garden at Sugg Farm Park

FIELD ORDER

FIELD ORDER NO.: _____

DATE: _____

PROJECT: _____

RE: _____

TO CONTRACTOR: This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work, and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum or Price, Contract Time or Times, and/or claims with other costs.

DESCRIPTION: _____

ATTACHMENTS: _____

REFERENCES: _____

RECOMMENDED:

By: _____
Inspector
(Authorized Signature)

Date: _____

APPROVED:

By: _____
Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Sum or Price or the Contract Time or Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Sum or Price or the Contract Time or Times, a Field Order instead shall be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer or Architect initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT SUM OR PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Sum or Price. If the change involves an increase in the Contract Sum or Price and the estimated amount is reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Sum or Price, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME OR TIMES: Mark the method to be used in determining the change in Contract Time or Times and the estimated increase or decrease in Contract Time or Times. If the changes involves an increase in the Contract Time or Times and the estimated times are reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Time or Times, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because neither Engineer nor Architect alone has the authority to authorize changes in the Contract Sum or Price or the Contract Time or Times. Once authorized by Owner, a copy should be sent by Engineer or Architect to Contractor. The Contract Sum or Price and the Contract Time or Times may only be changed by Change Order signed by Owner and Contractor with Engineer's or Architects' recommendations.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT SUM OR PRICE OR THE CONTRACT TIME OR TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: _____ DATE: _____

Project: _____

Contractor _____

Engineer/Architect _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Change Directive: _____

Attachments (List documents supporting change): _____

If a claim is made that the above change(s) have affected the Contract Sum or Price or the Contract Time or Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Sum or Price:

- Unit Prices
- Lump Sum
- Other _____

Method of determining change in Contract Time or Times:

- Contractor's records
- Engineer's records
- Other _____

Estimated (increase/decrease) in Contract Price:

\$ _____

Estimated (increase/decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days;

If the change involves an increase, the estimated price and times are not to be exceeded without further authorization.

RECOMMENDED:

By: _____

Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

APPROVED:

By: _____

Director of Engineering
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling Contract changes that affect the Contract Sum or Price or the Contract Time or Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Sum or Price or the Contract Time or Times.

Changes that affect the Contract Sum or Price or the Contract Time or Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Sum or Price or the Contract Time or Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval and signature by Contractor, all copies should be sent to Owner for approval. Engineer or Architect should distribute executed copies after approval by Owner.

If a change only applies to the Contract Sum or Price or to the Contract Time or Times, cross out the part of the tabulation that does not apply.

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

Project: _____

Contractor: _____

Engineer/Architect: _____

CONTRACTOR is directed to make the following changes in the Contract Documents.

Description:

Attachments:

CHANGE IN CONTRACT SUM OR PRICE:	CHANGE IN CONTRACT TIME OR TIMES:
Original Contract Price	Original Contract Times
\$ _____	Substantial Completion: _____ Ready for final payment: _____ days or dates
Net change from previous Change Orders No. _____ to No. ____: \$ _____	Net change from previous Change Orders No. _____ to No. ____: _____ days
Contract Sum or Price prior to this Change Order \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Sum or Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Director of Engineering
(Authorized Signature)

Date: _____

By: _____
Town Manager
(Authorized Signature)

Date: _____

By: _____
Contractor
(Authorized Signature)

Date: _____

CHANGE ORDER NO.: _____

Page ____ of ____

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

CONTRACTOR: _____

ATTEST:

By: _____

Name: _____

Title: _____

Secretary

Address: _____

[Corporate Seal]

Date: _____

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

By: _____

Date: _____

Title: _____

OWNER: TOWN OF HOLLY SPRINGS

Approval as to form and legal sufficiency:

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distribution:

Project No. 23-011

00900-14

Community Garden at Sugg Farm Park

CONTRACTOR'S RELEASE OF OWNER

The Contractor, known as _____,

for the construction of Project: _____,

hereby and forever releases the Town of Holly Springs (Owner), its officers, agents, and [Engineers/Architects]: _____, from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to, or for any act of neglect of the Owner, its engineers, or any persons relating to or affecting the work.

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT: _____ DATE: _____

TO: _____

In accordance with the provisions of the Contract between the Town of Holly Springs (Owner), and the Contractor, known as _____, the Surety Company, known as _____, on bond of Contractor, hereby approves of the final payment to Contractor, and agrees that final payment to Contractor shall not relieve the Surety Company of any of its obligations to the Owner as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this ____ day of _____ in the year _____.

Surety Company

Signature of Authorized Representative

[Seal]

Typed Name and Title of Authorized Representative

FINAL RECEIPT

Contract: _____

Received this _____ day of _____, 20____ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of

_____ Dollars and
_____ Cents, (\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of the said Contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, North Carolina Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

CONTRACTOR

By: _____ (Seal)

(Typewritten Name)

SECTION 00905

OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HOLLY SPRINGS CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, Construction Manager-at-Risk, and alternative contracting methods on Holly Springs construction projects in the amount of \$300,000 or more. The Outreach Plan shall also be applicable to the selection process of architectural, engineering and Construction Manager-at-Risk services.

The Town of Holly Springs current goal for minority participation for public building construction is ten percent (10%). The overall goal will be reviewed annually or as soon as relevant data is available.

INTENT

The intent of these guidelines is that the Town of Holly Springs, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible responsive bid or bids.

DEFINITION

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with' origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business
 - a. In which at least fifty-one percent (51 %) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51 %) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual – means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local government units.
5. Owner – The Town of Holly Springs.
6. Designer - Any person, firm, partnership, or corporation, which has contracted with the Town of Holly Springs to perform architectural or engineering work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
8. Contract - A mutually binding legal relationship, or any modification there of, obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town of Holly Springs to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or Construction Manager-at-Risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in the subcontract.
3. Minority and Small Business Participation Outreach Plan
 1. Work with minority-focused and small business groups that support MBE and small business inclusion in the solicitation of bids.
 2. Place more emphasis on the importance of soliciting certified MBE firms and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
 3. Provide detailed information to majority contractors concerning the Guidelines for Recruitment and Selection of Minority Business and Outreach Plan and provide information on G.S. 143-129 by holding meetings with the contractors.

4. Assess the effectiveness of the MBE Program, and identify opportunities to enhance it, by evaluating MBE participation and compliance and reviewing the "good faith efforts" provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified MBE firms and small businesses that have expressed an interest in the Town's projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors plan to participate in the project.
6. Build new business relationships through networking and continue networking with other North Carolina cities and counties to find out how their Outreach Program and MBE program is working and sharing "best practices" and ideas to improve the program.
7. Participate in education opportunities throughout the community as they become available and offer training sessions to share the Town's Outreach Plan with interested businesses and organizations.
8. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors and small businesses, and provide information to the general public about the MBE Program, and continue outreach efforts to the business community.
9. Enhance the Town's web page by including the Outreach Plan and Guidelines, listing good faith efforts, and creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
10. Make available to minority-focused agencies, a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
11. Continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with the Town of Holly Springs have access to up to date information.
12. Advertise upcoming bid opportunities in minority-focused media.
13. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

DESIGNER

Under the single-prime bidding, separate prime bidding, dual bidding, Construction Manager-at-Risk, or alternative contracting method, the designer must do all of the following:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.

- c. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) - (i.e. bidders' proposal for identification of the minority businesses that will be utilized with corresponding dollar value of the bid and affidavit listing Good Faith Efforts or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of an award.
- e. During the construction phase of the project, review "MBE Documentation for Contract Payment" form with monthly pay applications to the owner and forward copies to the Town of Holly Springs.

PRIME CONTRACTOR(S) CONSTRUCTION MANAGER-AT RISK. AND ITS FIRST-TIER SUBCONTRACTORS

Under the single-prime bidding, the separate-prime bidding, dual bidding, Construction Manager-at-Risk and alternative contracting methods, contractor(s) must do all of the following:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f) or Intent to Perform Contract With Own Workforce affidavit.
- f. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First Tier Subcontractor responsibilities available for review by the Town of Holly Springs upon request.
- g. Provide one of the following upon being named the apparent low bidder: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. This affidavit shall give rise to a presumption that the bidder has made the required good faith effort; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating

recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

- h. Identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
- i. Submit with each monthly pay requests(s) and final payment(s), "MBE Documentation for Contract Payment" for designer's review.
- j. If at any time during the construction of a project, it becomes necessary to replace a minority business subcontractor I immediately advise the owner in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
- k. Make a good faith effort to solicit subbids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

MINORITY BUSINESS RESPONSIBILITIES

The Town of Holly Springs does not certify minority, disadvantaged or woman-owned businesses. Any business which desires to participate as an MBE will be required to complete and submit for certification, documents required by the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Administration Department Historically Underutilized Business (HUB) certification.

North Carolina Department of Transportation Minority/Disadvantage/Woman- owned Business certification.

Small Business. Administration 8(a) certification.

Other governmental agencies on a case-by-case basis.

A copy of these guidelines will be issued with each bid package for the Town of Holly Springs construction projects. These guidelines shall apply to all contractors regardless of ownership.

MINIMUM COMPLIANCE REOUIREMENTS

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town of Holly Springs for the performance of the contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the Town that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town of Holly Springs whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Town will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Contractors are required to earn at least 50 points. Failure to file a

required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points.
- (3) Breaking down or combining elements of work in economically feasible. units to facilitate minority participation. Value - 15 points.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses. Value = 10 points.
- (5) Attending any prebid meetings scheduled by the public owner. Value = 10 points.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = 15 points.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. Value = 20 points.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

Town of Holly Springs

**Intent to Perform Contract With
Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ **Name of Authorized Officer:** _____

Signature: _____



Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
"GOOD FAITH EFFORT"

County of Greene

Affidavit of Lanier Construction Co. Inc.
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 50 points is required to have achieved a "good faith effort")

(Y/N)

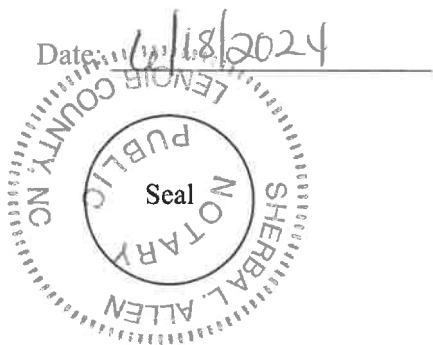
- Y (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points
- Y (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points
- N (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 10 points
- N (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.
- N (5) Attending any pre-bid meetings scheduled by the public owner. Value = 10 points.
- N (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
- Y (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing. Value = 15 points.
- N (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the 'same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.

2 (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.

4 (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

In accordance with GSI43-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.



Name of Authorized Henry Lanier
Officer: Signature: [Signature]
Title: President

State of North Carolina, County of Lenoir
Subscribed and sworn to before me this 18 day of June 20 24
Notary Public [Signature]
My commission expires Oct 20 2028

Town of Holly Springs

**- Portion of the Work to be
Performed by Minority Firms**

***** (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) *****

If the portion of the work to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: _____ I do hereby certify that on the
(Bidder)

(Project Name)

Project ID # _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	* Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

I, Lanier Construction Co. Inc.
(Name of Bidder)

[illegible]

The total value of minority business contracting will be (\$) 145,000.00

Town of Holly Springs, NC

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF CONTRACTOR'S
COMPLIANCE WITH E-VERIFY

I, Henry Lanier (the individual attesting below), being duly authorized by
and on behalf of Lanier Construction Co. 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 ☒ , 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 18 day of June, 2024.

Henry Lanier

Signature of Affiant

Print or Type Name:

Henry Lanier

State of North Carolina

County of Lenoir

Signed and sworn to (or affirmed) before me, this the
18 day of June, 2024.

My Commission Expires:

Oct 20, 2028

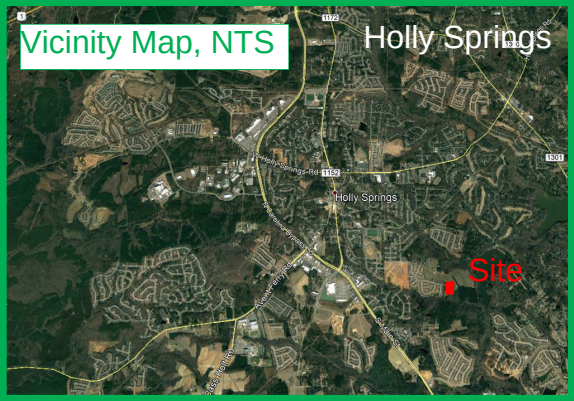
Notary Public

Sherbal Allen

Official/Notarial
Seal
(Affix)



Community Garden at Sugg Farm Park Project
Overview Map



Bass Lake

Grigsby Avenue

Project Limits

Google Earth

Image © 2024 Airbus

1000 ft





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: 911 Upgrade Sole Source Approval

Strategic Priority Area: Community Safety
Organizational Excellence

Staff Resource: Tina Stroupe, Finance

Action(s):

Approve the vendor, Motorola Solutions, for sole source exemption to purchase radio console equipment for the Police Department in the amount of \$817,594.

Explanation:

- Per NC General Statutes, Chapter 143, Article 8, Sole-source purchasing is utilized and available when (1) performance or price competition is not available; (2) product is available from only one source; or (3) standardization or compatibility is the overriding consideration.
- Motorola Solutions is the only vendor that manufactures and supplies Public Safety Dispatch Equipment that can be tied into the Town of Cary/Wake County Radio Network.
- The contract with Motorola provides for the replacement and upgrade of the radio console equipment in the 911 Communications Center, in the amount of \$817,594, through a state contract.
- The Town has been awarded a state legislative grant of \$400,000 and the PSAP (Public Safety Answering Point) 911 Board has approved \$400,967 from the town's E-911 user fees, with the remaining costs to be covered from the General Fund, approved in the FY24 budget.

Background:

- The Police department is upgrading their radio console equipment in the 911 Communications Center and tying into the Town of Cary/Wake County Radio Network.
- The current radio consoles were installed in 2016 and best practice recommends replacement at 5 years of usage.
- Motorola no longer supports the current radio consoles and staff recommends replacement for continuity of services and public safety purposes.

Funding Source(s):

- Community Investment Plan - State Grant / PSAP Transfer / General Fund Transfer

Attachment(s):

1. MSI_Motorola Consoles - Holly Springs on Cary Sole Source 8.15.2

Town Council Business Meeting
July 16, 2024

2. Sole-Source Exception Memo (Motorola Consoles)

August 15, 2023

Kristin Byrd

Town of Holly Springs
Police Department
750 Holly Springs Rd
Holly Springs, NC 27540

RE: Sole Source Justification for Public Safety Dispatch Equipment connected to the Cary/Wake Motorola Radio System Core

Dear Kristin:

Please accept this letter as a sole-source verification letter justifying that Motorola Solutions is the only vendor that manufactures and supplies Public Safety Dispatch Equipment that can be physically wireline connected to the Town of Cary/Wake County Radio Network.

In addition to being the sole provider for Wireline Dispatch Consoles into the Cary/Wake Radio system, because Motorola Solutions is the manufacturer of both the Radio System Infrastructure, as well as the Motorola MCC 7500 dispatch consoles, Motorola offers a number of value added dispatch features that other vendors cannot provide. These key trunking features are as follows:

The MCC 7500 dispatch console offers a number of value added dispatch features above the P25 CSSI standard that a console connected via the CSSI interface can't provide. These key trunking features are as follows:

- Unified Aliasing - Unified Aliasing ensures that the MCC 7500/AXS console and the rest of the RF system sees the same aliases and simplifies alias management by providing a single point to manage them.
- System Access Priority Select (Tactical / Normal) - On a busy trunking system, this feature enables MCC 7500/AXS dispatchers to ensure that the most important communications get a higher priority on the system than less important communications. The dynamic, real-time nature of this feature gives dispatchers the ability to immediately react to changing situations on any talkgroup without having to contact system administrators and wait for configuration changes to be made.
- Talkgroup Repeat on/off - This feature enables MCC 7500 dispatchers to effectively render a talkgroup unusable for radio to radio communications. This can be important for talkgroups

that are reserved for special situations and must be kept clear of users when they are not supposed to be used. This feature can also be used for situations where dispatchers don't want other radio users (or scanners) to hear a particular radio's transmission on a talkgroup (for example, when performing a Remote Monitor of a radio).

- **Emergency Call Setup (w infinite hang time)** - This feature enables a MCC 7500/AXS dispatcher to guarantee a path for voice communications for the duration of an emergency situation.
- **Group Regrouping during patch** - This feature enables the trunking system to use its RF talkpaths in the most efficient manner possible during patches between talkgroups. The patch generated from the MCC 7500/AXS console will occur on a single talkpath. This helps improve the trunking system's quality of service by reducing the number of busies and reducing wait times.
- **Group Regrouping during multiselect** - This feature enables the trunking system to use its RF talkpaths in the most efficient manner possible during multi-select transmissions on multiple talkgroups from an MCC 7500 console. This helps improve the trunking system's quality of service by reducing the number of busies and reducing wait times.
- **End to End Encryption** - This feature protects voice communications from unauthorized listeners while providing an efficient and effective way to manage encryption keys in real time. Network-based common key management provides reduced costs for managing secure keys by eliminating the need to physically touch the MCC 7500 dispatch positions and radios and enhances the effectiveness of secure calls by enabling customers to quickly change keys throughout their radio system including the MCC 7500 console when a key has been compromised.
- **Agency Partitioning** - This feature enables multiple agencies to share a radio system while protecting their resources against unauthorized access and changes. It protects an agency's communications from interruption due to inadvertent or intentional changes in configuration information. It also protects an agency's radio resources from unauthorized use by other agencies sharing the radio system.
- **Unified Information Assurance** - This feature enhances the performance of the radio system (including the MCC 7500 dispatch consoles) by protecting against malicious attempts to infiltrate or attack the system.
- **Seamlessly integrated conventional channels** - This feature provides the following benefits.
 - A dispatcher can have full wireline control of both trunked and conventional resources from his/her MCC 7500/AXS dispatch console.

- The logging recorder can record both trunked and conventional calls (voice and associated call information) on the same logging recorder.
- Service personnel can use the various ASTRO 25 system fault and performance management tools for troubleshooting or optimization activities on trunked and/or conventional resources.
- Full participation in Dynamic System Resilience - This feature provides a high degree of availability for the MCC 7500 console's dispatch services. The dispatch consoles and logging recorder interfaces will automatically switch to the backup ASTRO 25 core in the event that the primary ASTRO 25 core becomes unusable or unreachable
- Lifecycle: Motorola Solutions has a contractual obligation with the Cary/Wake radio system to supply updates to the Motorola Solutions Infrastructure. We can only supply and support Motorola hardware within this contractual agreement

Motorola Solutions collaborates with the Town of Cary and Wake County to meet their Mission Critical Requirements for their radio network, and we pass that along to your organization and your end users as well. Our long-standing industry partnerships and expertise have helped make us the premier vendor of end-to-end voice and data applications delivery solutions for government and public sector organizations. First-response organizations around the world trust Motorola to deliver technology that's second nature — seamlessly connecting users to real-time information and allowing them to focus on their missions, not the technology.

If you have any questions, do not hesitate to contact me directly. We look forward to continuing to provide you with the best-in-class hardware, software and services.

Sincerely,

Andrew Curd



State Account Executive
MOTOROLA SOLUTIONS, INC.
Government and Public Safety Division
PO Box 122
Holly Springs, NC 27540
Andrew.Curd@MotorolaSolutions.com

SOLE-SOURCE EXCEPTION MEMORANDUM

*For exemption from the requirements of General Statute Chapter 143 Article 8 Public Contracts.
Applicable to the purchase of apparatus, supplies, materials, or equipment only.*

Chapter 143 Article 8 of the North Carolina General Statutes requires competitive bidding for informal and formal purchases.

Alternatively, G.S. 143-129(e)(6) permits an exception to the requirements of Article 8 for purchases of apparatus, supplies, materials, or equipment if one of the below conditions are met:

- (i) performance or price competition for a product are not available;
- (ii) a needed product is available from only one source of supply; or
- (iii) standardization or compatibility is the overriding consideration.

Use of the exception under G.S. 143-129(e)(6) requires Town Council approval of the sole-source purchase(s) prior to the award of the contract/purchase.

Justification to apply G.S. 143-129(e)(6) sole-source exception:

Vendor: Motorola Solutions

500 W. Monroe St, Chicago, IL 60661

Purchase: MCC 7500 dispatch consoles and radio system infrastructure

Motorola Solutions is the only vendor that manufactures and supplies Public Safety Dispatch Equipment that can be physically wireline connected to the Town of Cary/Wake County Radio Network.

Authorization to apply the G.S. 143-129(e)(6) sole-source exception for the above referenced purchase:

Agenda Item #: _____

Date Approved by Town Council: _____

Linda McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Voluntary Annexation A24-01 2836 & 2908 Piney Grove Wilbon Road

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Sean Ryan, Development Services

Action(s):

Adopt Resolution 24-21 directing the Town Clerk to investigate the sufficiency of annexation petition A24-01 and setting the public hearing for August 20, 2024.

Explanation:

- The Town has received a petition for voluntary annexation of two parcels totaling 149.1 acres.
- 0.68 +/- acres located at 2908 Piney Grove Wilbon Road is owned by Ganapathi Velamuri and Mrinalini Sujala.
- 148.42 acres located at 2836 Piney Grove Wilbon Road is owned by Elliott Gilchrist Irrevocable Trust.
- The parcels are being annexed for the Elliott Farm Subdivision.
- Staff requested feedback from all departments and there were no issues reported with this annexation. The parcels, which are two miles south of the current Town limits, are not contiguous to the existing corporate limits. The parcels are within the Town's Extra Territorial Jurisdiction (ETJ) and located adjacent to the Holly Springs/Fuquay-Varina Annexation Agreement Boundary.
- The requested action is to set the public hearing, and to verify that the petition meets the statutory requirements for annexation.

Background:

- Pursuant to NCGS 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation and to fix a date for a public hearing on the question of annexation."

Funding Source(s):

N/A

Attachment(s):

1. A24-01 Map
2. 24-21 Resolution of Sufficiency



Annexation Information

Annexation Number

A24-01

Total Acres

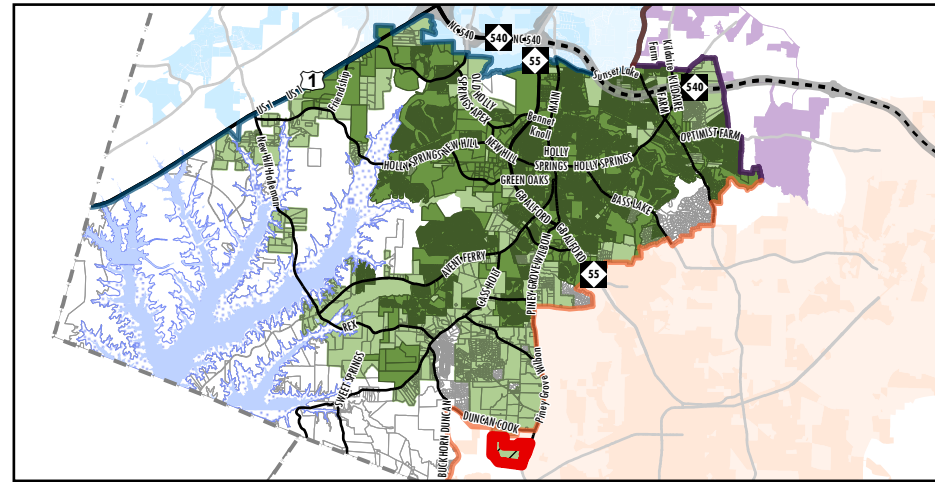
140.25 ac

Property Address

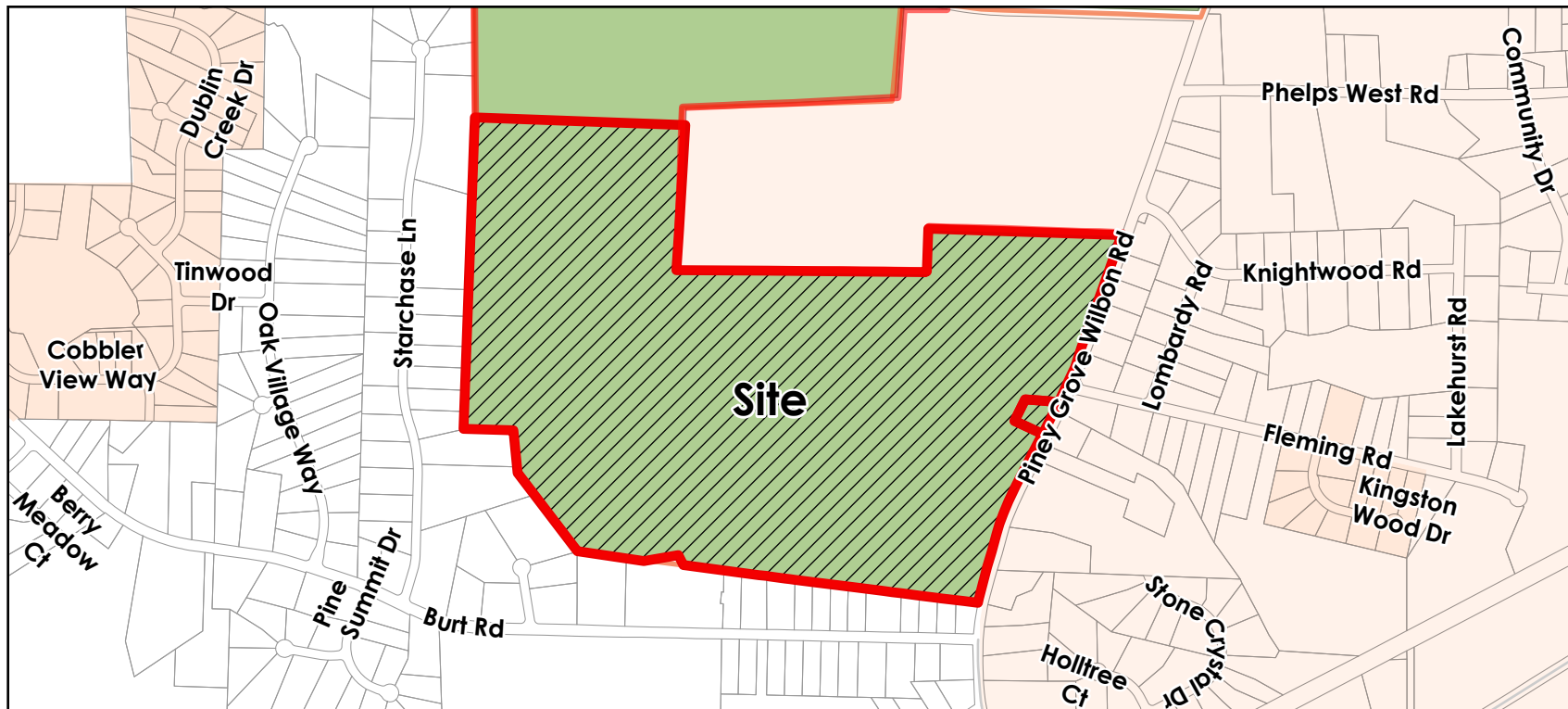
2836 & 2908 Piney Grove Wilbon Rd

Contiguous to Town Limits

☐ Yes ☒ No

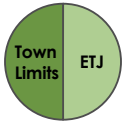


Town Location Map

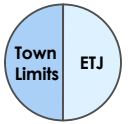


Property Location Map

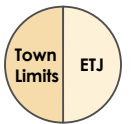
Holly Springs



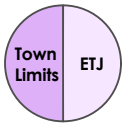
Apex



Fuquay-Varina



Cary



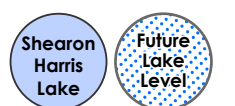
Subdivision

Apex/Cary
Annexation Agreement

Apex/Holly Springs
Annexation Agreement

Cary/Holly Springs
Annexation Agreement

FV/Holly Springs
Annexation Agreement



Parcels



Resolution No. 24-21

Date Adopted: July 16, 2024

Annexation No.: A24-01

**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 a non-contiguous 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:

Properties located at 2836, 2930 and 2908 Piney Grove Wilbon Road within Holly Springs, more particularly described as Wake County Pins: 0646469015 and 0646654881, containing 149.25 +/- acres.

Plat 1 of 2 – Gilchrist Property

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, WAKE COUNTY, TOWNSHIP OF RALEIGH, AND BEING ALL THE LAND CONVEYED TO ELLIOTT GILCHRIST IRREVOCABLE TRUST BY DEED RECORDED IN BOOK 8329 PAGE 2521, BEING BOUNDED ON THE NORTH BY DURWARD W. COOK AND WIFE, PEGGIE B. COOK (DB 1804 PG 343 AND DB 2359 PG 437), ON THE SOUTH BY WILKINS SUBDIVISION (BM 1973 PG 77), ON THE WEST BY SUMMER LAKES SUBDIVISION (BM 1990 PG 1217) AND THE EAST BY PINEY GROVE WILBORN ROAD. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE WAKE COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON PIPE FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 664458.95' EASTING: 2046197.85'), THENCE FROM THE POINT OF COMMENCEMENT N 05° 02' 53" W A DISTANCE OF 300.26 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 1/2 INCH IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE

COORDINATES NORTHING 664758.05' EASTING 2046171.43') AND ALSO BEING S 73° 06' 53" W A DISTANCE OF 13,883.39 FEET FROM NGS MONUMENT "CARTEL".

THENCE FROM POINT OF BEGINNING AND RUNNING IN A CLOCKWISE N 82° 48' 38" W A DISTANCE OF 1670.74 FEET ALONG THE NORTHERN PROPERTY LINES OF WILKINS SUBDIVISION (BM 1973 VOL 1 PG 77) TO A 1/2 INCH IRON ROD FOUND, THENCE RUNNING N 25° 50' 42" W A DISTANCE OF 68.79 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTHERNMOST CORNER OF THE MCLAURIN PROPERTY (DB 2244 PG 581), THENCE RUNNING S 80° 18' 45" W A DISTANCE OF 197.40 FEET TO A 1/2 IRON ROD FOUND, THENCE RUNNING ALONG THE NORTHERN PROPERTY LINE OF JOHNATHAN D. AND SHERRY R. MORGAN (DB 8823 PG 301, BM 1999 PG 1196) N 82° 53' 44" W A DISTANCE OF 392.88 FEET TO A CALCULATED POINT, THENCE LEAVING SAID CALCULATED POINT AND RUNNING N 35° 59' 27" W A DISTANCE OF 545.51 FEET TO A CONCRETE MONUMENT, THENCE RUNNING N 06° 03' 16" W A DISTANCE OF 239.76 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTHEASTERN CORNER OF THE DIANE CRABTREE DEAN PROPERTY LINE (DB 6189 PG 0710, BM 1990 PG 1220), THENCE RUNNING N 88° 23' 36" W A DISTANCE OF 280.71 TO A CONCRETE MONUMENT FOUND ON THE SOUTHEASTERN CORNER OF WILLIE M. AND SHERTONEY E. JONES PROPERTY LINE (DB 8117 PG 2081, BM 1990 PG 1220), THENCE RUNNING ALONG THE EASTERN PROPERTY LINES OF SUMMER LAKES AND STAR CHASE SUBDIVISIONS N 02° 08' 45" E A DISTANCE OF 1754.06 FEET TO A CONCRETE MONUMENT FOUND WITH AXLE, THENCE RUNNING S 88° 01' 55" E ALONG THE SOUTHERN PROPERTY LINE OF DURWOOD W. AND PEGGY B. COOK (DB 2359 PG 437) A DISTANCE OF 1180.96 FEET TO A CONCRETE MONUMENT FOUND, THENCE RUNNING S 01° 22' 54" W A DISTANCE OF 823.00 FEET TO A CALCULATED POINT, THENCE RUNNING TO A CONCRETE MONUMENT FOUND S 89° 48' 41" E A DISTANCE OF 1379.60 FEET, THENCE LEAVING SAID FOUND CONCRETE MONUMENT RUNNING N 01° 43' 30" E A DISTANCE OF 246.77 FEET TO A CALCULATED POINT, THENCE RUNNING S 88° 22' 06" E A DISTANCE OF 1095.00 FEET TO A CALCULATED POINT, THENCE RUNNING ALONG THE WEST SIDE OF PINEY GROVE ROAD S 19° 37' 54" W A DISTANCE OF 800.00 FEET, THENCE S 25° 54' 27" W A DISTANCE OF 195.72 FEET, THENCE S 25° 41' 24" W A DISTANCE OF 18.54 FEET TO A CONCRETE MONUMENT FOUND, THENCE LEAVING SAID CONCRETE MONUMENT AND RUNNING TO A BENT 1/4 INCH IRON ROD FOUND N 84° 50' 04" W A DISTANCE OF 192.94 FEET, THENCE LEAVING SAID BENT IRON ROD AND RUNNING S 26° 24' 29" W A DISTANCE OF 130.18 FEET TO A 5/8 INCH IRON PIPE FOUND, THENCE RUNNING TO A CONCRETE MONUMENT FOUND S 63° 36' 19" E A DISTANCE OF 179.99 FEET, THENCE LEAVING SAID CONCRETE MONUMENT AND RUNNING ALONG THE WEST SIDE OF PINEY GROVE ROAD: S 26° 30' 29" W 381.42 FEET, S 21° 44' 04" W 200 FEET, S 15° 05' 06" W 436.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 6465346.92 SQUARE FEET OR 148.42 ACRES, MORE OR LESS.

AREA WITHIN ROW: 0.18 ACRES

NET AREA: 148.24 ACRES

Plat 2 of 2 – Velamuri Property

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, WAKE COUNTY, TOWNSHIP OF RALEIGH, AND BEING ALL THE LAND CONVEYED TO GANAPATHI VELAMURI AND MRINALINI SUJALA BY DEED RECORDED IN BOOK 19210 PAGE 1227, BEING BOUNDED ON THE NORTH, WEST, AND SOUTH BY ELLIOT GILCHRIST IRREVOCABLE TRUST (DB 8329 PG 2521), AND THE EAST BY PINE GROVE WILBORN ROAD, ALL REFERENCES TO DEED BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE WAKE

COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN NCGS MONUMENT LABELED "CARTEL" (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 668790.58' EASTING: 2059456.28'); THENCE FROM THE POINT OF COMMENCEMENT SOUTH 76° 35' 01" WEST A DISTANCE OF 13,289.50 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING AN EXISTING CONCRETE MONUMENT (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 665707.06' EASTING: 2046529.45')

THENCE FROM THE POINT OF BEGINNING AND RUNNING IN A CLOCKWISE DIRECTION NORTH 63° 37' 34" WEST A DISTANCE OF 179.98 FEET TO A 5/8" IRON PIPE FOUND; THENCE NORTH 26° 24' 30" EAST A DISTANCE OF 130.25 FEET TO A 1/4" BENT IRON REBAR FOUND; THENCE RUNNING SOUTH 84° 50' 04" EAST A DISTANCE OF 192.94 FEET TO A CONCRETE MONUMENT FOUND; THENCE RUNNING SOUTH 26° 21' 57" WEST A DISTANCE OF 200.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 29,713.49 SQUARE FEET OR 0.68 ACRES, MORE OR LESS.

AREA WITHIN ROW: 0.02 ACRES

NET AREA: 0.66 ACRES

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

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, August 20, 2024.

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 July, 2024.

ATTEST:

Sean Mayefskie, Mayor

Kathy White, Deputy Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Development Plan 18-DP-15-A01 Expiration Extension Request for Wegmans

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Sean Ryan, Development Services

Action(s):

Grant the second, of an allowable four, 6-month extension for 18-DP-15-A01 for Wegmans to extend the expiration date from August 15, 2024, to February 15, 2025, as requested by Wegmans.

Explanation:

- Wegmans has requested to extend the approval of their Development Plan. Wegmans is a supermarket serving communities with 110+ stores and over 53,000 employees. The planned supermarket will be located south of Ralph Stephens Road on Wildwood Farm Way.
- According to the letter submitted with the request, Wegmans anticipates construction in mid-to-late 2026.
- Approval of this extension will set the new expiration date at February 15, 2025.
- If approved, two additional 6-month extensions may be granted by the Town Council.
- If approved, Wegmans expects to request at least one additional extension before being able to submit Civil Construction Drawings.
- The first extension was granted February 20, 2024.

Background:

- Wegmans was approved by Development Plan with Lowe's Home Improvement on April 16, 2019.
- At the time of plan approval, the project was subject to the 2002 Unified Development Ordinance (UDO) standards for plan expiration. In accordance with 2002 UDO Section 9.05, D. Development Plans are valid for 18 months and may receive an extension in time to submit construction drawings in 6 month increments, not to exceed a total of 2 years by the Town Council for good cause shown.
- Lowe's Home Improvement received a Certificate of Occupancy on July 15, 2022, which would normally be the date used to determine the 18 months of plan validity.
- The North Carolina General Assembly extended Development Plan approvals that were valid as of September 2, 2020, to a date 150 days following the rescission of the Governors Executive Order 116 (Declares a state of emergency to coordinate response and protective actions to prevent the spread of COVID-19). Executive Order 116 was rescinded on August 15, 2022, and plans were required to remain valid until January 12, 2023.

- The Wegmans approval has remained valid during the 150-day period past August 15, 2022.
- The 18 months of plan validity from August 15, 2022, permitted by the 2002 UDO expired on February 15, 2024.

Funding Source(s):

N/A

Attachment(s):

1. Site Plan Approval 2nd Extension Request Letter - 7.3.24 w_Signature

WEGMANS FOOD MARKETS, INC.
DEVELOPMENT DEPARTMENT
1500 BROOKS AVENUE, BOX 844
ROCHESTER, NEW YORK 14603-0844

ARTHUR P. PIRES
PROJECT MANAGER
WEGMANS DEVELOPMENT GROUP

Phone: (585) 720-5791
Email: art.pires@wegmans.com

Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540

3 July 2024

ATTN: Mr. Chris Hill
Development Service Director

RE: Wegmans Site Plan Approval **2nd 6-Month Extension Request**

Dear Director Hill:

Please accept this letter as Wegmans' **2nd 6-Month Extension Request** for Wegmans' town approved Site Plan; the request of which is submitted with consideration of both our company's controlled-growth philosophy and current lease obligations.

Regarding the question of the store's construction start date, we are currently targeting a mid to late 2026 project start.

Trusting that the above information satisfies the submission requirements of the town, we respectfully request that this **Extension Request** be heard by the Town Council at its July 16, 2024 meeting or its August 20 meeting if not able to be heard on July 16.

Thank you.

Sincerely,

Arthur Pires

PS: Please note that the requisite \$100.00 Extension Request fee will follow shortly under separate cover.

Cc: File



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Interlocal Agreement (ILA) with Fuquay-Varina for Joint Water Line and Associated Appurtenances

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Rachel Ingham, Utilities and Infrastructure, Seann Byrd, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure

Action(s):

Adopt Resolution 24-14 to approve the Interlocal Agreement (ILA) Between the Town of Holly Springs and the Town of Fuquay-Varina for the Joint Construction, Ownership, Management, Maintenance and Operation of a Joint Water Transmission Line and Related Appurtenances to provide water to both towns from the Expanded Sanford Water Filtration Facility.

Explanation:

- The Town of Holly Springs, the Town of Fuquay-Varina, the Town of Pittsboro, and the City of Sanford are jointly undertaking the expansion of the Sanford Water Filtration Facility (WFF) from 12 million gallons per day (MGD) to 30 MGD.
- The Sanford WFF Expansion project and associated agreements deliver water to a point of delivery but do not deliver water to the town limits of Holly Springs and Fuquay-Varina. From the point of delivery, Holly Springs and Fuquay-Varina must jointly complete an eleven (11) mile 36-inch water transmission main (referred to as "Joint Transmission Main") and two (2) 1.5 MGD Ground Storage Tanks, two (2) booster pump stations, and related infrastructure (referred to as "Joint Related Appurtenances") for the delivery of water to the respective towns.
- The benefits of a Joint Transmission Main and Joint Related Appurtenances include regional collaboration, shared capital costs, economies of scale, and speed to construct.
- Interlocal Agreements (ILAs) are needed to outline the roles and responsibilities of the municipalities that share an interest in the Joint Transmission Main and Joint Related Appurtenances.
- Key provisions in the ILA include:
 - Proportional ownership interest based on the Town's allocated water capacity in the transmission line (note that these capacities differ from the purchased capacities in the Sanford WFF to allow for additional future flows):
 - Holly Springs - 6 MGD (37.5%)
 - Fuquay-Varina - 10 MGD (62.5%)
 - Fuquay-Varina shall oversee all administrative functions and construction of the project.
 - Fuquay-Varina and Holly Springs shall share in the cost of operations and maintenance of the Joint Transmission Main and Joint Related Appurtenances according to the percentage share in the project.
 - The term of the agreement is 99 years with an option to renew.

- This is one of several ILAs that must be executed to obtain water from Sanford to Holly Springs and Fuquay-Varina.

Background:

- The Town's current water supply is from Harnett County, with resiliency/emergency water connections with Apex and Cary.
- The Town's current water capacity is 12 MGD (includes 2 MGD reserved from Jordan Lake), which will be increased to 16 MGD once the Sanford WFF is expanded and a conveyance line built from Sanford to Fuquay-Varina and Holly Springs.
- On June 2023, Town Council approved an ILA and Construction Management Agreement (CMA) with the Town of Holly Springs, the Town of Fuquay-Varina, the Town of Pittsboro, and the City of Sanford for the expansion, management, and operation of the Sanford Regional WFF. The conveyance line from Sanford to Holly Springs was not a part of this ILA and CMA.
- On September 6, 2022, Town Council approved a Memorandum of Understanding (MOU) with Fuquay-Varina for cost sharing associated with Professional Engineering Services for Water Conveyance from the Sanford WFF.
- On June 22, 2021 and March 1, 2022, Town Council approved an MOU with the Town of Fuquay-Varina to participate in a Preliminary Engineering Report (PER) to study the feasibility of a joint waterline conveyance system from the City of Sanford WFF.
- Construction is anticipated to take 26 months (completion Summer 2027).
- Total current cost projections for all parties, based on 60% design are:
 - Total: \$142,500,000 (without grants applied)
 - Holly Springs portion for 6 MGD share: \$52,400,000 (without grants applied)

Funding Source(s):

- Community Investment Plan - Revenue Bonds / Reserves / Grant Funding

Attachment(s):

1. 24-14 Resolution Approving ILA with Fuquay Varina for Water Conveyance v.2
2. Holly Springs Fuquay Varina Interlocal Agreement for the Construction of Water Transmission Line and Appurtenances Execution



Resolution No. 24-14

Date Adopted: July 16, 2024

Effective Date: July 16, 2024

RESOLUTION OF THE TOWN COUNCIL OF HOLLY SPRINGS, NORTH CAROLINA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HOLLY SPRINGS AND THE TOWN OF FUQUAY-VARINA FOR THE JOINT CONSTRUCTION, OWNERSHIP, MANAGEMENT, MAINTENANCE AND OPERATION OF A JOINT TRANSMISSION LINE AND RELATED APPURTENANCES TO PROVIDE WATER TO BOTH TOWNS FROM THE EXPANDED SANFORD WATER FILTRATION FACILITY (THE "INTERLOCAL AGREEMENT")

WHEREAS, the Town of Holly Springs, North Carolina (the "*Town*") is a validly existing municipal corporation of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*"); and

WHEREAS, the Town, City of Sanford, the Town of Fuquay-Varina, and the Town of Pittsboro, desire to expand Sanford's water filtration facility from twelve (12) MGD capacity to thirty (30) MGD capacity and have entered into a prior agreement for the construction and operation of the Expanded WFF at 30 MGD capacity (the "*Expanded WFF*"); and

WHEREAS, the Town and the Town of Fuquay-Varina desire to build a joint transmission main and related appurtenances to convey drinking water from the termination point of the Expanded WFF to a jointly owned operated facility in Wake County (the "*Project*"); and

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an interlocal agreement, to be dated on or about May 21, 2024, to undertake the Project with the Town of Fuquay-Varina, each a validly existing municipal corporation of the State, existing as such under and by virtue of the Constitution, statutes and laws of the State (altogether, the "*Municipalities*"); and

WHEREAS, copies of the Interlocal Agreement have been made available to the Town Council and the public, which the Town Council proposes to approve, enter into and deliver, to effectuate the proposed undertakings; and,

WHEREAS, it appears that each of the Instruments is in an appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:

Section 1. Ratification. The Town Council hereby ratifies by resolution the Interlocal Agreement.

Section 2. Authorization to Execute the Instruments. The form and content of the Interlocal Agreement is hereby in all respects authorized, approved and confirmed, and the Mayor, the Town Clerk and the Town Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Interlocal Agreement, including necessary counterparts, in substantially the form and content presented to the Town Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Interlocal Agreement presented to the Town Council. From and after the execution and delivery of the Interlocal Agreement, the Mayor, the Town Clerk, the Town Manager, the Town Attorney, the Executive Director of Utilities and Infrastructure, and the Finance Director of the Town (the "*Authorized Officers*"), individually and collectively, are hereby authorized, empowered and directed, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

Section 3. Town Representative. The Authorized Officers, individually and collectively, are each hereby designated as the Town's representative to act on behalf of the Town in connection with the undertakings contemplated by the Interlocal Agreement. The Authorized Officers and/or designee or designees are in all respects authorized on behalf of the Town to supply all information pertaining to the Town for use in the undertakings contemplated by the Interlocal Agreement. The Authorized Officers or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the undertakings contemplated by the Interlocal Agreement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Interlocal Agreement.

Section 4. Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. Repealer. All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 6. Effective Date. This Resolution is effective on the date of its adoption.

Adopted by the Holly Springs Town Council on this, the 21st day of May, 2024.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk



**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HOLLY SPRINGS AND
THE TOWN OF FUQUAY-VARINA FOR THE JOINT CONSTRUCTION,
OWNERSHIP, MANAGEMENT, MAINTENANCE AND OPERATION OF A JOINT
TRANSMISSION LINE AND APPURTENANCES TO PROVIDE WATER TO BOTH
TOWNS FROM THE EXPANDED SANFORD WATER FILTRATION FACILITY**

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

WHEREAS, the City of Sanford (“Sanford”), the Town of Holly Springs (“Holly Springs”), the Town of Fuquay-Varina (“Fuquay-Varina”), and the Town of Pittsboro previously have agreed to expand the Sanford Water Filtration Facility (“WFF”) from twelve (12) MGD capacity to thirty (30) MGD capacity, and share ownership and costs associated with the operation of the Expanded WFF at 30 MGD capacity (“Expanded WFF”) in an executed agreement entered by the parties on or about August, 2023 and entitled the INTERLOCAL AGREEMENT FOR THE EXPANSION OF THE SANFORD WATER FILTRATION FACILITY BY THE CITY OF SANFORD, THE TOWN OF HOLLY SPRINGS, THE TOWN OF FUQUAY-VARINA, AND THE TOWN OF PITTSBORO, AND THE MANAGEMENT AND OPERATIONS OF THE JOINTLY OWNED EXPANDED FACILITY (the “Joint Water Capacity WFF Expansion Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Sanford, Holly Springs and Fuquay-Varina will be entering a separate interlocal agreement for the construction, ownership, management, maintenance and operation of a joint transmission line running from e Sanford’s Expanded WFF through Lee County, North Carolina to a point of delivery near the Cape Fear river (“Lee County Joint Transmission Line Agreement”); and

WHEREAS, the Joint Water Capacity WFF Expansion Agreement, along with the Lee County Joint Transmission Line Agreement, provide for the delivery of water to a point of delivery but do not deliver water to the town limits of Holly Springs and Fuquay-Varina. From that point of delivery, Holly Springs and Fuquay-Varina must jointly complete another water transmission main line (“Wake County Joint Transmission Line”) of approximately eleven (11) miles running all or substantially through Wake County, North Carolina for the delivery of water to a certain location in Wake County (the “Booster Pump Station” or “BPS”). Two (2) Ground Storage Tanks for the storage of water, two additional Booster Stations and other necessary items must also be constructed to deliver water to the respective Towns. The Ground Storage Tanks, the Booster Stations and other jointly necessary items are collectively known as “Joint Appurtenances.” Other necessary items to be constructed, including but not limited to individual distribution lines that deliver water to each Town individually shall be known as “Individual Appurtenances.” The Wake County Joint Transmission Line, the Joint Appurtenances and the Individual Appurtenances shall collectively be known as “the Project.”

WHEREAS, Holly Springs and Fuquay-Varina each recognize the importance of the Project to each other, and in particular the continued and uninterrupted delivery of water to each Town; and

WHEREAS, at the completion of the Project, Holly Springs and Fuquay-Varina will jointly own a percentage share as defined herein of the Wake County Joint Transmission Line and the Joint Appurtenances unless otherwise described herein and will exclusively own their Individual Appurtenances; and

WHEREAS, Holly Springs and Fuquay-Varina desire to memorialize agreements concerning the construction, ownership, management, maintenance, and operation of the Project such that both jurisdictions may secure allocations of Finished Water produced by the Expanded WFF; and

WHEREAS, Holly Springs and Fuquay-Varina agree to jointly construct or let for construction the Project in accordance with the terms contained herein; and

WHEREAS, Holly Springs and Fuquay-Varina agree that they will jointly manage, operate, and maintain the Wake County Joint Transmission Line and Joint Appurtenances upon completion of the Project according to the terms of this Agreement, and that the Towns will own a percentage share of the Wake County Joint Transmission Line and Joint Appurtenances within the Project as follows: Fuquay-Varina will own 62.5% and Holly Springs will own 37.5% (“Percentage Share”); and,

WHEREAS, the Parties have both independently received federal grants administered by the Environmental Protection Agencies, and Holly Springs grant awards are as follows: FY 2023 grant for \$1,663,200, and FY 2024 grant for \$959,752, collectively (the “Holly Springs Grants”), and the EPA has agreed to transfer these grants to Fuquay Varina for administrative purposes, and Fuquay-Varina has agreed to accept these Holly Springs Grants on behalf of Holly Springs and apportion these amounts to Holly Springs’ Percentage Share of its Construction Cost for the Project.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and promises to pay contained herein, it is agreed by the Parties as follows:

1. **Parties and Obligations.** The Parties to this interlocal agreement are Holly Springs and Fuquay-Varina referred to collectively as the Parties and each individually as a Party.

2. **Definitions**

- a. Business Day(s) has the meaning set forth in the Construction Management Agreement.
- b. Construction Cost Budget means the total cost of the Project, including Joint Appurtenances and Individual Appurtenances.
- c. Default means failure, refusal, or inability of a Party to meet an obligation set out in this Agreement and is governed by Section 25.
- d. Distribution Mains means potable water lines transporting water from the Joint Appurtenances to Holly Springs and Fuquay-Varina. -For purposes of clarity, a 24” line is planned for Holly Springs and a 30” line is planned for Fuquay-Varina as shown on Exhibit B.
- e. Expanded WFF shall mean the Sanford Water Filtration Facility at its capacity of thirty (30) MGD after the Sanford Project is complete.
- f. Execution Date: This ILA shall be dated August 1, 2024.

- g. Finished Water shall mean the water that is introduced into the distribution system of a public water system and is intended for distribution and consumption.
- h. Force Majeure has the meaning set out in Section 34.
- i. Individual Appurtenance: Any component necessary for the operation of either Party's participation in this Agreement, including but not limited to the Distribution Mains, that is the sole financial and maintenance responsibility of one Party and not the other.
- j. Joint Appurtenance. Any component necessary for the operation of either or both Parties, which is the joint responsibility of both Parties according to the Percentage Share, including but not limited to the Lee County Joint Transmission Line, the Wake County Joint Transmission line, the two (2) Ground Storage Tanks, the two (2) Booster Stations and any other jointly necessary items.
- k. Lee County Joint Transmission Line shall mean joint water transmission main line that adjoins the Expanded WFF and runs through Lee County, North Carolina to the Point of Delivery as further described in the Joint Water Capacity WFF Expansion Agreement.
- l. Liquidated Damages. As used in Section 25(a), Liquidated Damages includes costs incurred for work done by third-party engineers, consultants, and/or attorneys to recalculate the size of the Project and renegotiate the Agreement. If a Party's Default causes delay, Liquidated Damages will also include the increase in finance costs and increase in construction costs, if any.
- m. MGD shall mean million gallons per day.
- n. Parties shall mean the Town of Holly Springs and the Town of Fuquay-Varina. When used in the singular, "Party" shall refer to only the relevant party in the context of this Agreement.
- o. Percentage Share is 62.5% for Fuquay Varina and 37.5% for Holly Springs.
- p. Point of Delivery is the point where the Lee County Joint Transmission Line ends and joins the Wake County Joint Transmission Line described in this Agreement, as shown on Exhibit C
- q. Project shall mean the Parties' (i) Wake County Joint Transmission Line, (ii) two (2) Ground Storage Tanks for the storage of water, (iii) two (2) individual Booster Stations for the provision of water to each individual Party, and (iv) all other associated jointly owned items, which along with the two (2) Ground Storage Tanks and the two (2) individual Booster Stations, are collectively known as "Joint Appurtenances." Other necessary items, including but not limited to individual distribution mains to deliver water to each Town individually are also a part of the Project pursuant to this Agreement and are known as "Individual Appurtenances."
- r. Distribution Main shall mean the individual water supply lines supplying water to each individual Party.
- s. Wake County Joint Transmission Line shall mean joint water transmission main line that adjoins the Lee County Joint Transmission Line at the Point of Delivery which is further described in the Joint Water Capacity WFF Expansion Agreement. The Wake County Joint Transmission Line runs to a Booster Pump Station in Wake County, North Carolina, which in turn supplies water to the Ground Storage Tanks and to other joint and individual appurtenances involved in the provision of water to the Towns. The Wake County Joint Transmission Line and easements associated

with the Wake County Joint Transmission Line shall be jointly and equally owned by the Parties.

- t. WFF shall mean the Sanford Water Filtration Facility at its present capacity of twelve (12) MGD.

3. **Authority and Consideration.**

- a. Authority. Pursuant to N.C. Gen. Stat. § 160A-461 et seq., the Parties have authority to enter into an agreement to construct, own, manage, maintain and operate the Wake County Joint Transmission Line and Appurtenances.
- b. Consideration. All Parties agree to all obligations set out in this Agreement in exchange for good and valuable consideration, including the covenants and rights in this Agreement, receipt of which is hereby acknowledged.

4. **Description of the Project.** The Project includes the easement acquisition and construction of the (i) approximately eleven (11) miles long Wake County Joint Transmission line, (ii) two (2) one and a half (1.5) million gallon ground storage tanks for the storage of water, (iii) two (2) individual booster stations for the provision of water to each individual Party, (iv) all other associated Joint Appurtenances, and (v) all Individual Appurtenances, including but not limited to individual Distribution Mains to separately deliver water to each Town.

- a. Design Memorandum of Understanding. On September 1, 2022, the Parties entered into a MEMORANDUM OF UNDERSTANDING FOR DESIGN OF A POTABLE WATER CONVEYANCE LINE (“Design MOU”) which addressed terms between the Parties for the design of a joint transmission line “and other needed appurtenances such as storage facilities, pumping equipment and other necessary components....” Design MOU, page 1. The Design MOU is attached hereto and incorporated herein as Exhibit D.
- b. Timeline for Closing on Financing. Each Party contemplates the potential need to finance some or all of its portion of construction costs. The Parties agree that time is of the essence in closing on any financing and beginning construction of the Project. Therefore, both Parties agree to take any and all reasonable and necessary steps to close on any bonds that will be used to finance its respective construction costs according to the timelines set out in this subsection. Fuquay-Varina shall oversee the bid process. Prior to putting the Project out for bid, Fuquay-Varina shall provide an updated engineer’s estimate of the cost to construct the Project (the “Estimated Construction Cost”) to Holly Springs. The Estimated Construction Cost as recommended by Fuquay-Varina and consented to by Holly Springs shall be the Construction Cost Budget (“Construction Cost Budget”) which shall include a line item cost for any Individual Appurtenance.
 - i. Timelines and Review of Bids. The Parties will review this Agreement within ten (10) days after the last day on which bids may be accepted for construction for the Project (“Bid Closing Date”) which the Parties anticipate being _____. Fuquay-Varina shall transmit bid

information to Holly Springs by the close of the next Business Day following the opening of the bids.

1. If the opened bids are within the Construction Cost Budget, the Parties will close on financing no more than ninety (90) days from the Bid Closing Date.
 2. If the opened bids are in excess of the Construction Cost Budget, Fuquay-Varina will negotiate as permitted by statute and provide Holly Springs notice of the outcome of the negotiations no more than sixty (60) days from the date the bids were opened. If, following this negotiation, the bids are within the Construction Cost Budget, the Parties will close on financing no more than one hundred twenty (120) days from the date the bids were opened.
 3. If there are insufficient responsive bids, or the Parties need additional time to allow for review by the Local Government Commission, or if any other material requirement has not been met such that Fuquay-Varina is not prepared to recommend bids to the to its Town Board or Holly Springs is not prepared to recommend bids to its Town Council for approval, the Parties will determine a reasonable amount of time needed to rebid and finance the Project.
- c. Review Prior to Construction. The Parties will review this Agreement within ten (10) days after bids are taken for construction for the Project. If the bids that Fuquay-Varina's and Holly Springs' Town Managers are both prepared to recommend to Council for approval are in excess of the Construction Cost Budget, any Party may request an adjustment to the Timeline for Closing on Financing set out in Section 3(b) herein, and all Parties will agree to extend the timeline to close on any and all financing needed for the Project of up to an additional thirty (30) days.
- d. Timeline for Project Construction: For the convenience of the Parties, the timelines established in Exhibit D are hereby created. These timelines shall serve as a guide for the Parties for budgetary purposes. The Parties shall work cooperatively to maintain this schedule, however failure to do so does not constitute a breach of this Agreement.
5. Meter(s). The Parties will own, inspect and test the two meters installed at or near the BPS for the delivery of water from the Wake County Joint Transmission Line to each respective Town line and each respective Ground Storage Tank. These meters will be read, and the information transmitted to each Party. Each meter is an Individual Appurtenance to the respective party.
- a. Meter Inspection and Calibration. Each Party will have "read only" access to the other Party's meter. Parties agree to calibrate the meters using a third party at a frequency of at least once every twelve (12) months. Either Party may request, at the requesting Party's expense unless otherwise agreed, additional calibrations. A meter registering less than two percent (2%) of a variance

of the test result shall be deemed to be accurate. The previous readings at any meter disclosed by a test to be inaccurate will be corrected for all months following the last accurate test and before and including the inaccurate test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water passing through the BPS during such period will be deemed to be as follows: if the period of failure occurs in the first year of the Term of this Agreement, the amount of water shall be deemed to be the amount delivered in the corresponding period immediately prior to the failure; if the period of failure occurs after the first year of the Term of this Agreement, the amount of water shall be deemed to be the amount delivered in the same period of the prior year; or a different amount agreed to by the Parties.

- b. Report on Water Usage. Not later than the 22nd of each month, each Party will report to the other Party and to Sanford if the Party has exceeded or expects to exceed seventy-five percent (75%) of its water allocation contained in the Joint Water Capacity WFF Expansion Agreement with Sanford. Any Party who exceeds its allotted water allocation, or otherwise violates the Water Capacity WFF Expansion Agreement, shall pay all penalties or fees issued to either or both Parties by Sanford, shall be the sole subject of any other restriction placed on the Parties by Sanford, and shall indemnify the injured Party for any loss suffered by the injured Party based on the excess use of water (or other violation) by the violating Party, including but not limited to the restriction of access of water provided by Sanford. If both Parties exceed its water allocation, the Parties shall proportionally bear all actions by Sanford, including penalties, fees and restriction of use, in a manner proportionate to its percentage exceedance of its water allocation.
 - c. Temporary Use of Other Party's Water Allocation to Avoid Overage. If a Party exceeds or expects to exceed seventy-five percent (75%) usage of its water allocation by the 22nd of any month, and the other Party (1) is not in danger of exceeding its allocation and (2) has another acceptable water source to adequately meet its need, the other Party has the obligation to stop usage of the water from Sanford in a manner such that the exceeding Party may use the expected unused portion of the other Party's allocation in order for the Parties to avoid an overage pursuant to the terms of the Water Capacity WFF Expansion Agreement. An exceeding Party may exercise this option no more than one (1) billing cycle per year unless otherwise agreed to by both Parties in writing. The exceeding Party shall pay all costs incurred by the other Party for use of the other Party's water allocation, including but not limited to any increase in cost of water from an alternative source that the other Party has incurred.
6. Other Interim Agreements. During the construction of the Project and upon its completion, the Parties may enter into additional agreements for the construction or financing of water facilities and purchase of water.
7. Ownership and Capacity. The Parties shall own the Wake County Joint Transmission Line and the Joint Appurtenance portions of the Project according to the Percentage Share. Any

easement jointly obtained by the Parties shall be owned equally. Capacity for each Party shall be the capacity as defined in the Joint Water Capacity WFF Expansion Agreement.

8. **Prohibited Use of Ownership Share as Collateral.** Each Participant agrees that it will not pledge any portion of the Project as collateral.

9. **Term.** The Term of this Agreement is ninety-nine (99) years from the date of the last execution by any Party. This term does not apply to any Party's ownership in the Project. At the end of the Term, the Parties will have the option to renew this Agreement for the period of ninety-nine (99) years under revised provisions mutually agreed on by the Parties. This option arises at the end of each Term.

- a. **Exercising the Option to Renew:** A Party may indicate its intention to exercise the option to renew this Agreement by providing written notice to the other Party in the manner prescribed in Section 46 herein.
- b. **Payment Must Be Current before Renewal.** A Party must be current on any and all payments and obligations required under this Agreement in order to exercise the option to renew in Section 9(a).
- c. The of term of any property rights obtained under this Agreement are perpetual.

10. **Management and Operations.** The Parties shall jointly prepare and consent to annual budgets for the management and operations of the Wake County Joint Transmission Line and the Joint Appurtenances portions of the Project. Fuquay-Varina shall oversee all administrative functions and the construction of the Project in accordance with the terms of this Agreement. Both parties must jointly approve in writing any change order (construction-related or otherwise) and any expense in excess of the overall budget(s), or any category therein, of a jointly approved budget or contract. In exercising these powers and duties, the Parties will have authority and discretion in accordance with the terms of this Agreement, including the power and duty to appoint the personnel necessary to the execution of this undertaking.

- a. **Easements and other land rights acquired.** Any land rights acquired under this Agreement or otherwise to serve any purpose to the Wake County Joint Transmission Line or the Joint Appurtenances under this Agreement shall be held jointly by the Parties as joint easements or in fee as joint tenants. Each Party shall have an indivisible fifty percent (50%) interest in these parcels or easements.
 - i. **Easement Procurement Procedure:** The Parties shall develop a procedure for the procurement of easements. Costs for easements related to the Wake County Joint Transmission Line or the Joint Appurtenances shall be borne in accordance with the Percentage Share. Both Parties shall consent in writing to the purchase price of the easements to be procured.
 - ii. **Future Easement Use:** Easements procured for the Wake County Joint Transmission Line and the Joint Appurtenance portions of this Project shall only be used for this Project or for future joint projects between the Parties

to which the Parties consent and agree in writing. No use of these jointly owned easements shall be allowed for the individual use or sole benefit of one Party without written, executed amendment to this Agreement.

b. **Usage Limitations.** Neither Party shall allow any other person, including any other natural or legal entity other than each Party to connect to the Project, including either Party's individual Distribution Main or other Individual Appurtenances, without the written consent of both Parties. Prior to any additional use by either Party other than the original use contemplated herein, such Party seeking to establish an additional use of any easement or other land right shall obtain the written consent of the other Party, such consent shall not be unreasonably withheld.

11. **Payment of Costs.**

a. **Costs During Construction.**

- i. Each Party will pay its relative share of construction costs, ongoing maintenance costs, audit rights and other costs as outlined in this Agreement. Each Party's proportion of cost is based on its individual percentage of ownership of the Wake County Joint Transmission Line and Joint Appurtenances portion of this Project unless otherwise provided herein. Each Party will pay all the construction costs, ongoing maintenance costs, audit rights and other costs outlined in this Agreement for each Party's respective Individual Appurtenances. A Party will reimburse any amount owed pursuant to the Percentage Share of the Construction Costs that have been paid by the other Party.
- ii. The Parties acknowledge that each Party may finance a portion of its share of the costs of the Project with obligations the interest on which is not included in the gross income of the owners thereof for purposes of federal income taxation. Each Party covenants with the other that it will not take any action with respect to its ownership interest in the Project and its use of the capacity thereof that would jeopardize the federal income tax treatment of interest on obligations that the other Party issues to finance its share of costs of the Project. Each Party agrees to provide to the other Party such certifications and other instruments as may be reasonably requested to evidence compliance with this covenant in connection with the issuance by the any other of debt or similar obligation for such costs.
- iii. Costs for the acquisition of easements or land rights supporting the Wake County Joint Transmission Line and Joint Appurtenances shall be borne according to the Percentage Share. Costs for the acquisition of easements or land rights supporting Individual Appurtenances, including but not limited to the individual Distribution Mains, shall be borne individually and in full by each respective Town.

- iv. Fuquay-Varina shall administer the Holly Springs Grants in the same manner as it does its own grants, and shall apportion the Holly Springs Grants to those expenses Holly Springs would otherwise ordinarily incur under this agreement

b. Monthly Usage Costs

- i. Percentage Payment of Sanford Water Invoice. Fuquay-Varina shall timely and fully pay all Sanford water invoices. Based on the combined water usage as reported by both Parties' meters, the Parties will total the water usage data from each Party's meters for the time period for which Sanford issues an invoice. The Parties will then determine each Party's individual percentage of the Parties' combined total water usage for the invoice period. Holly Springs will reimburse Fuquay-Varina its proportionate percentage amount within ten (10) days after an agreed-upon percentage share is determined. To the extent that the total amount of water usage as reported by the Parties' meters does not equal the total amount of water usage reported by the Sanford meter and invoice, it shall be deemed an acceptable range of accuracy if the Parties' individual meters combine to report a total water usage within five percent (5%) of the water usage indicated by the Sanford meter.
- ii. Avoidance of Late Payment. Fuquay-Varina shall pay the full invoice due to Sanford in a timely manner such that late payment charges from Sanford as authorized by the Joint Water Capacity WFF Expansion Agreement are avoided. Fuquay-Varina shall be responsible for any late payment assessed pursuant to the Joint Water Capacity WFF Expansion Agreement.

c. Operations, Repair & Maintenance Costs

- i. Parties shall share in any ordinary cost of operation such as utilities, as well any repair or maintenance expenses for the Wake County Joint Transmission Line and the Joint Appurtenances portion the Project according to the Percentage Share with one exception addressed by this Paragraph. Each Party shall obtain the written consent of the other prior to undertaking any repair or maintenance cost and shall provide bids for such expense, consistent with public bidding laws with one exception: Each Party will exclusively operate, repair and maintain the individual Booster Station (which is jointly owned) that provides water to its individual Distribution Main without the written consent of the other Party and shall bear full cost of any such repair and/or maintenance. Fuquay-Varina shall hold any utility account for utilities serving the Joint Appurtenances and the Wake County Joint Transmission Line, and shall bill Holly Springs for its Percentage Share of such utility costs on a monthly basis.
- ii. The Party incurring any other charge for operations, repair and maintenance costs related to the Wake County Joint Transmission Line and Joint

Appurtenances shall invoice the other Party. Costs shall be borne according to the Percentage Share. An invoice issued pursuant to this section shall be paid within ten (10) days of receipt.

- d. **Capital Improvements.** The Parties have joint, 50-50 decision-making authority over anticipated and unanticipated capital improvement costs related to the continued ability of the Project to provide Finished Water reasonably and prudently.

12. **Insurance.** Fuquay-Varina will maintain insurance coverage on the Wake County Joint Transmission Line and Joint Appurtenances portions of the Project of the type and quantity as a prudent municipality would maintain in the same or similar circumstances. The Parties will name each other as an additional insured to any insurance policy for the Project and provide a certificate of insurance to each other in July of each year. Each Party will maintain insurance coverage in the same manner on Individual Appurtenances.

13. **Annual Meeting of the Parties.** Unless otherwise agreed by the Parties, the Parties will meet annually at a location determined to be convenient to both Parties, to discuss all matters pertaining to this Agreement.

14. **Notifications Required.** The Parties shall notify each other within twenty-four (24) hours of detection of any interruptions in water quality or quantity and shall work together until any water quality or quantity issue is resolved.

15. **Resolution Process.** If either Party does not agree with the other Party, or otherwise asserts that it has a claim ("Claim") against the other Party, the Parties agree to first use good faith efforts to resolve the dispute. Where good faith efforts to negotiate do not resolve the Claim within thirty (30) days of the date of the notice of Default, the Parties agree to mediate the dispute prior to filing a lawsuit. Mediation will occur pursuant to the following process: the non-defaulting Party (the "Claimant(s)") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency or certified individual providing similar services upon which the Parties may mutually agree. If Claimant(s) does not submit the claim to mediation within sixty (60) days after notice of Default, Claimant(s) shall be deemed to have waived the Claim, and the defaulting Party (the "Respondent(s)") shall be released and discharged from any and all liability to Claimant(s) on account of such Claim; provided, nothing herein shall release or discharge Respondent(s) from any liability to Persons that are not subject to the foregoing proceedings. If the Claimant(s) and Respondent(s) do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Claimant(s) and Respondent(s) met, that they are at an impasse, and the date that mediation was terminated. In the event that mediation does not resolve the dispute, all Parties have the right to file a lawsuit with venue in Wake County or the United States District Court for the Eastern District of North Carolina.

16. **Audit Rights.** If either Party does not perform its annual audit as required by G.S. § 159-34 by December 31st of each year, the other Party will have the right to inspect and audit all accounting reports, books, or records that concern the other Party's management and operations

of the Project that would be required under G.S. § 159-34. The Party exercising its audit rights must provide thirty (30) days' notice to the other Party. The Parties agree to prioritize requests from each other for operational financial information regarding the Project throughout the year so long as such requests are reasonable with respect to scope and frequency.

17. **Inspection Rights.** Each Party will have the right to inspect any or all of the Project at a time convenient to both Parties, but in no event more than twenty (20) days after providing the other Party with notice of inspection.

18. **Unwinding Mechanism.** If one or more of the Participants Default in the performance or discharge of its or their obligations in the Project or any other material obligation under this Agreement such that the Party is in material Default, the other Party may assume, pro rata or otherwise, the obligations of such defaulting Party and will succeed to such rights and interests of the defaulting Party according to the Ownership Formula. A Party that assumes the obligations of the other Party is entitled to reasonable legal fees and costs incurred as a direct result of the Default from the defaulting Party.

19. **Liability.**

- a. **Consumers and Third Parties.** Fuquay-Varina has the right to resolve, with the consent of Holly Springs, any claim up to the maximum amount covered by insurance, for any liability arising out of the exercise of action(s) take pursuant to the provisions of this Agreement.

20. **Sole Remedy.** In the event that there is a water quality or quantity issue at the BPS, the Parties shall pay, in proportion to their percentage ownership, costs associated with remedying the condition, quality, purity, impurity, or contamination of the water, or quantity issue.

21. **Disposition of Property at Termination.** Upon termination of this Agreement by either Party, the Joint Appurtenances shall be jointly owned according to the Percentage Share. Fuquay Varina shall be responsible for sale or disposition according to the laws relating to real and/or personal property sale or disposition for municipalities and shall allocate gross proceeds to each Party according to the Percentage Share. Any Individual Appurtenance shall be wholly owned by either Party, and the owning Party shall be individually responsible for any sale or disposition.

22. **Method of Termination.** This Agreement may be terminated only by the mutual consent of both Parties participating in this Agreement.

23. **Disposition of Property at Expiration.** At the expiration of this Agreement, the Parties agree that they will negotiate extensions or a new agreement in good faith.

24. **Changes in the Law.** In the event that there is a change in North Carolina law that impacts this Agreement, the Parties agree to review the Agreement and may mutually consent to amend this Agreement. In the event an amendment to N.C. Gen. Stat. 162A-200 et seq. requires an amendment to this Agreement, the Parties agree to negotiate in good faith to amend any and all impacted provisions.

25. **Default.**

- a. **Pre-Project Completion:** If a Party Defaults on this Agreement before the Project is completed, and such Default cannot be cured within sixty (60) days or by the negotiation of additional agreements, the other Party may, at their option, pursue any and all rights it has in law and equity including, without limitation, specific performance and the recovery of liquidated or other monetary damages. If the Default or anticipated Default of a Party results in a renegotiation of this Agreement, the Party who does not Default and does not anticipate Default has a right to Liquidated Damages from the party Defaulting or anticipating Default that arise from the renegotiation of this Agreement.
- b. **Default Post-Project Completion:** From and after the completion of the Project, and upon the Expanded WFF being put into service, any one or more of the following events shall constitute an event of Default under this Agreement.
 - i. **Party's Failure to Make Payment(s).** The failure of a Party to make any payment of any amount due hereunder to the other Party, which failure shall have continued for a period of thirty (30) days after receipt of written notice from the Party that the other Party has failed to make timely payments as required by this Agreement, shall constitute an event of Default on the part of a Party that fails to pay. Unless otherwise stated herein, a failure to make any payment due and owing under this Agreement for ninety (90) days or more constitutes a material Default.
 - ii. **Party's Failure to Perform Any Obligation.** Except in Force Majeure situations and as otherwise stated in this Agreement, the failure of any Party to perform any of its obligations under this Agreement, if such failure continues for a period of thirty (30) days after receipt by the defaulting Party of written notice of such failure (the "Default Notice"), shall constitute an event of Default. It shall not be considered an event of Default if the Default is of a nature that cannot be cured within thirty (30) days and the defaulting Party has commenced action reasonably designed to cure the Default and pursued that action with due diligence.
 - iii. **Consequence of Party's Default:** If a Party defaults, and the Default has not been cured, the other Party may, at their option, pursue any and all rights they have in law and equity including, without limitation, specific performance and the recovery of monetary damages.

26. **Parties' Right of Purchase.** Each Party has a right to acquire, purchase, or lease a portion of or all the other Party's capacity or ownership.

27. **Sale or Lease to a Third Party.** No Party can sell its capacity or ownership or lease capacity to a non-Party for the life of this Agreement unless such sale is agreed to by both Parties.

28. **This Document Is Also a Contract.** In addition to being governed by N.C.G.S. § 160A-461, this Agreement is a contract, and North Carolina contract law shall apply.

29. **Joint Undertaking; No Joint Venture.** Nothing in this Agreement shall be construed to establish a joint venture, partnership, or any other relationship among the Parties other than the relationship contemplated for entry into an Interlocal Agreement pursuant to G.S. § 160A-461.
30. **No Abrogation of Sovereign Immunity.** Nothing in this Agreement shall be construed as an abrogation of any Party's sovereign immunity.
31. **Prohibition on Assignment.** Neither Party shall sell, assign, or transfer this Agreement, or any part thereof, without the express written consent of the other Party.
32. **Amendments.** The provisions of this Agreement may be amended at any time upon mutual written agreement of the governing boards of both Parties.
33. **Administrative Amendments.** Notwithstanding Sections 32 and 38, minor amendments to this Agreement may be made upon the request of any Party and agreed to by both Parties' respective City or Town Manager, or their designee, without public notice or a public hearing where (1) the Town Attorneys for both Parties confirm in writing that such change is a minor amendment of this Agreement; and (2) such minor amendment substantially conforms with the material terms of this Agreement. Administrative Amendments must still be reduced to writing and signed.
34. **Force Majeure.** It shall not be considered a breach of this Agreement, or an event of Default and Parties shall not be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities, or other consequences that may arise as a result of Force Majeure. In order to avail itself of this provision, a Party must take reasonable actions to remedy the consequences of the Force Majeure event. The impacted Party shall give notice of the Force Majeure event to the other Party as soon as practicable, but in no case more than forty-eight (48) hours after the Party's performance has been impacted, stating the period of time the occurrence is expected to continue. Upon request of either Party, the Parties shall meet to discuss the causes of the Force Majeure event and the period of time the occurrence is expected to continue. A Force Majeure is generally defined by law as any event arising from causes beyond the reasonable control of the Parties. Temporary or partial failures to deliver water shall be remedied with all possible dispatch but shall not constitute a breach or an event of Default so long as such remedy is diligently being pursued.
35. **Severability.** If any of the provisions of this Agreement are held invalid, illegal, void or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
36. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
37. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into among the Parties with respect to the matters contained herein are merged in this Agreement.
38. **No Oral Amendments.** This Agreement may not be changed orally, but only by a written document approved by the governing boards of both Parties.

39. **No Waiver.** No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. Mere inaction or failure to pursue a Default shall not be deemed a waiver.

40. **Benefits to Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided the assignment has been approved by both Parties as determined by the nature of the assignment.

41. **Applicable Law.** The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

42. **Headings.** The headings contained in this Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof.

43. **Joint Effort of Both Parties.** This Agreement shall be considered for all purposes as having been prepared by the joint efforts of both Parties and shall not be construed against any Party or the other as a result of preparation, substitution, submission, or event of negotiation.

44. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.

45. **Incorporation by Reference.** Capitalized terms shall have the meanings assigned thereto in Section 2 above. Exhibits A- _E_ shall be incorporated in this Agreement by reference.

46. **Notice.** Notice shall be given in writing directed to the people listed below, as amended and updated from time to time (see Exhibit E for current contacts). For emergencies, Parties should contact operational officials first; for contract issues, Parties should contact attorneys first; for administrative issues, Parties should contact managers or finance directors. Both Parties shall endeavor to keep accurate cell phone numbers available to all other Parties.

Town Manager, or the equivalent
Public Works Director, or the equivalent
Utilities and Engineering Director, or the equivalent
Town Attorney, or the equivalent
Finance Director, or the equivalent

IN WITNESS WHEREOF, the Town of Holly Springs has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Town of Fuquay-Varina has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given.

Town of Holly Springs

_____ (seal)

By: Mayor Sean Mayefskie
Date Signed: _____

Attest:

Town Clerk

Date Signed: _____

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

By:

Date Signed: _____

[signatures continued on next page]

Town of Fuquay-Varina

_____ (seal)

By: Mayor J. Blake Massengill

Date Signed: _____

Attest:

Town Clerk

Date Signed: _____

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

By:

Date Signed: _____

LIST OF EXHIBITS

EXHIBIT A	Joint Water Capacity WFF Expansion Agreement
EXHIBIT B	Distribution Mains Diagram
EXHIBIT C	Point of Delivery Diagram
EXHIBIT D	Design MOU
EXHIBIT E	Contact Information

EXHIBIT A

**INTERLOCAL AGREEMENT FOR THE EXPANSION OF THE SANFORD WATER
FILTRATION FACILITY BY THE CITY OF SANFORD, THE TOWN OF HOLLY
SPRINGS, THE TOWN OF FUQUAY-VARINA, AND THE TOWN OF PITTSBORO,
AND THE MANAGEMENT AND OPERATIONS OF THE JOINTLY OWNED
EXPANDED FACILITY**

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

WHEREAS, the City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro desire to expand the Sanford Water Filtration Facility ("WFF") from twelve (12) MGD capacity to thirty (30) MGD capacity (the "Project"), and share ownership and costs associated with the operation of the Expanded WFF at 30 MGD capacity ("Expanded WFF"); and

WHEREAS, the Parties each recognize the importance of the Project to each other, and in particular the continued and uninterrupted operation of the WFF and the delivery of water to the Participants; and

WHEREAS, the Parties each recognize that the City of Sanford is not a guarantor of water; and

WHEREAS, at the completion of the Project, the City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro will jointly own the Expanded WFF; and

WHEREAS, the Parties desire to memorialize agreements concerning the ownership, management, maintenance, and operation of the Expanded WFF such that all four jurisdictions may secure allocations of Finished Water produced by the plant; and

WHEREAS, the City of Sanford has agreed to construct or let for construction the Project; and

WHEREAS, the Parties agree that the City of Sanford will manage, operate, and maintain the Expanded WFF upon completion of the Project, and the other Parties to this Agreement will own a portion of the Expanded WFF as set out in the agreed-upon Ownership Formula in Section 12; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and promises to pay contained herein, it is agreed by the Parties as follows:

1. **Parties, Participants, and Obligations.** The initial Parties to this interlocal agreement are the City of Sanford ("Sanford"), the Town of Holly Springs ("Holly Springs"), the Town of Fuquay-Varina ("Fuquay-Varina"), and the Town of Pittsboro ("Pittsboro") (altogether, the "Parties"). Holly Springs, Fuquay-Varina and Pittsboro are referred to collectively as Participants and each individually as a Participant.

2. **Authority and Consideration.**

- a. **Authority.** Pursuant to N.C. Gen. Stat. § 160A-461 et seq., the Parties have authority to enter into an agreement to expand the WFF and to agree that Sanford will manage and operate the Expanded WFF. Sanford, for \$10.00 and other good and valuable consideration, including the sums of money to be paid by Participants to Sanford as detailed in Sections 6 and 12 of this Agreement, accepts the role of sole manager of the Expanded WFF.
- b. **Consideration.** All Parties agree to all obligations set out in this Agreement in exchange for good and valuable consideration, including the covenants and rights in this Agreement, receipt of which is hereby acknowledged.

3. **Description of the Project.** The Project is the design and construction of an eighteen (18) MGD expansion of the Sanford Water Filtration Facility from its present capacity of twelve (12) MGD to thirty (30) MGD, which includes the elements and their necessary components, generally depicted on the 90% design drawings by Hazen and Sawyer titled “Sanford Water Filtration Facility 30 MGD Expansion” dated December 2022: an administrative facility, a chemical facility, clearwell and associated piping/vaults, existing filter media replacement, Finished Water pump station, granular activated carbon (GAC) absorbers, a maintenance building, raw water intake, residuals handling facilities, and yard piping and vaults.

- a. **Design Responsibilities.** Pursuant to the Interlocal Agreements previously entered into by each Participant with Sanford, dated January 18, 2021 (Town of Fuquay-Varina), September 21, 2021 (Town of Holly Springs), and January 12, 2022 (Town of Pittsboro), Sanford is responsible for engaging and coordinating with an engineering firm for the design of the Project. In addition, Sanford is wholly responsible for bidding, awarding, holding and managing all construction contracts for the Project.
- b. **Timeline for Closing on Financing.** Each Party contemplates the potential need to finance some or all of its Construction Cost Allocation. The Parties agree that time is of the essence in closing on any financing and beginning construction of the Project. Therefore, all Parties agree to take any and all reasonable and necessary steps to close on any bonds that will be used to finance the Construction Cost Allocation according to the timelines set out in this subsection. Prior to putting the Project out for bid, Sanford shall provide an updated engineer’s estimate of the cost to construct the Project (the “Estimated Construction Cost”). The Estimated Construction Cost plus a reasonable contingency cost percentage or a fixed amount as recommended by Sanford shall be the Construction Cost Budget (“Construction Cost Budget”):
 - i. **Timelines and Review of Bids.** The Parties will review this Agreement within ten (10) days after the last day on which bids may be accepted for construction for the Project (“Bid Closing Date”). Sanford shall transmit bid information to the Participants by the close of the next Business Day following the opening of the bids.

1. If the opened bids are within the Construction Cost Budget, the Parties will close on financing no more than ninety (90) days from the Bid Closing Date.
 2. If the opened bids are in excess of the Construction Cost Budget, Sanford will negotiate as permitted by statute and provide Participants notice of the outcome of the negotiations no more than sixty (60) days from the date the bids were opened. If, following this negotiation, the bids are within the construction bond contingency percentage, the Parties will close on financing no more than one hundred twenty (120) days from the date the bids were opened.
 3. If there are insufficient responsive bids, or the Parties need additional time to allow for review by the Local Government Commission, or if any other material requirement has not been met such that Sanford is not prepared to recommend bids to the Sanford City Council for approval, the Parties will determine a reasonable amount of time needed to rebid and finance the Project.
- c. Review Prior to Construction. The Parties will review this Agreement within ten (10) days after bids are taken for construction for the Project. If the bids that Sanford's City Manager is prepared to recommend to Council for approval are in excess of the Construction Cost Budget, any Party may request an adjustment to the Timeline for Closing on Financing set out in Section 3(b) herein, and all Parties will agree to extend the timeline to close on any and all financing needed for the Project of up to an additional thirty (30) days.
- d. Separate Transmission Line and Supply Line Contracts. The water line(s) that will transmit water from the Expanded WFF to the Point(s) of Delivery (the "Transmission Lines") and Participants' Supply Lines are not part of the Project and are not the subject of this Agreement. Sanford, Fuquay-Varina and Holly Springs will enter into a separate agreement concerning the joint Transmission Line that will serve Fuquay-Varina and Holly Springs. Sanford and Pittsboro will enter into a separate agreement concerning the Transmission Line that will serve Pittsboro.
4. Meter(s). Sanford will own, inspect and test the meter(s) at the Point(s) of Delivery. These meters will be read and the information transmitted to the Participants. The Point of Delivery is Participant specific. For Holly Springs and Fuquay-Varina, the Point of Delivery to both Participants is the meter depicted in Exhibit B on the 36" pipeline and noted as the "Flowmeter location." For Pittsboro, the Point of Delivery is the meter on the 36" pipeline depicted in Exhibit B. Parties agree to calibrate the meter(s) using a third party at a frequency of at least once every twelve (12) months. Any Party may request additional calibrations. A meter registering less than two percent (2%) of a variance of the test result shall be deemed to be accurate. If, during the additionally requested calibration, it is determined that the meter is accurate, the Party requesting the additional calibration will pay any and all costs for calibration. If, during the additionally requested calibration, it is determined that the meter is not accurate, Sanford will pay any and all

costs for the additional calibration. The previous readings at any meter disclosed by a test to be inaccurate will be corrected for all months following the last accurate test and before and including the inaccurate test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water passing through the Point of Delivery during such period will be deemed to be as follows: if the period of failure occurs in the first year of the Term of this Agreement, the amount of water shall be deemed to be the amount delivered in the corresponding period immediately prior to the failure; if the period of failure occurs after the first year of the Term of this Agreement, the amount of water shall be deemed to be the amount delivered in the same period of the prior year; or a different amount agreed to by the Parties.

5. **Other Interim Agreements.** During the design and construction of the Project and upon its completion, some or all of the Parties may enter into additional agreements for the construction or financing of water facilities and purchase of water.

6. **Ownership and Capacity.**

a. **Ownership.** In return for ownership in the Expanded WFF, each Participant agrees to pay its Construction Cost Allocation. Upon completion of the Project and once the Expanded WFF is placed in service, the Parties will own a pro rata share of the Expanded WFF equal to the percentage of ownership stated in Section 12(a), "Ownership Formula." "Ownership" for Participants includes the purchased capacity as supplied by each Participant's share of the Expanded Sanford WFF. Concurrently with the execution of this Agreement, each Participant will enter into a Construction Management Agreement that designates Sanford as its agent to contract for the construction, equipping, furnishing, and payment of the Project. Upon ownership transfer, each Participant shall receive a certificate of ownership.

b. **Capacity.** The parties' purchased capacities in the Expanded WFF are as follows:

i. Sanford = 17.0 MGD

ii. Fuquay-Varina = 6.0 MGD

iii. Holly Springs = 4.0 MGD

iv. Pittsboro = 3.0 MGD

7. **Prohibited Use of Ownership Share as Collateral.** Each Participant agrees that it will not pledge any portion of the Expanded WFF as collateral.

8. **Term.** The Term of this Agreement is ninety-nine (99) years from the date of the last execution by any Party. This term does not apply to any Party's ownership in the Expanded WFF. At the end of the Term, each Participant will have the option to renew this Agreement for the period of ninety-nine (99) years under revised provisions mutually agreed on by the Participant and Sanford. This option arises at the end of each Term. The decision of any one Participant to not renew does not impact the ability of the other Participants to renew.

- a. Exercising the Option to Renew: A Participant may indicate its intention to exercise the option to renew this Agreement so long as that Participant owns some portion of the Expanded WFF by (1) providing written notice to Sanford in the manner prescribed in Section 58 herein; or (2) by paying the O&M Costs set out in Section 12(d) that become due following the expiration of the previous term.
- b. Payment Must Be Current before Renewal. A Participant must be current on any and all payments and obligations required under this Agreement in order to exercise the option to renew in Section 8(a).

9. **Management and Operations**. Sanford, by and through its elected officials, appointed officials, employees, contractors, and/or agents, will exercise all management and operations functions of the Expanded WFF for all Parties. In exercising these powers and duties, Sanford will have sole authority and discretion, including the power and duty to appoint the personnel necessary to the execution of this undertaking. In a Force Majeure situation, Sanford will continue to be sole manager.

10. **Payment of Costs**.

- a. As owner of the Expanded WFF, each Participant will pay to Sanford its relative share of each cost outlined in this Agreement, including the Capital Cost Allocation, the O&M Variable Cost Allocation, the O&M Fixed Cost Allocation, and any O&M True-Up, when applicable.
- b. The Parties acknowledge that each Party may finance a portion of its share of the costs of the Expanded WFF with obligations the interest on which is not included in the gross income of the owners thereof for purposes of federal income taxation. Each of the Parties covenants with the other that it will not take any action with respect to its ownership interest in the Expanded WFF and its use of the capacity thereof that would jeopardize the federal income tax treatment of interest on obligations that any other Party issues to finance its share of costs of the Expanded WFF. Each of the Parties agree to provide to all other Parties such certifications and other instruments as may be reasonably requested to evidence compliance with this covenant in connection with the issuance by the any other of debt or similar obligation for such costs.

11. **Capital Improvements**. Sanford has exclusive decision-making authority over anticipated and unanticipated capital improvement costs related to the continued ability of the Expanded WFF to reasonably and prudently provide Finished Water.

- a. Cost for Capital Improvements. Cost will be borne by the Parties as set out in the Capital Improvement Cost Allocation provision in Section 12(c).
- b. Types of Capital Improvements. There are three types of potential capital improvements:
 - i. **Plant Expansions**: Sanford will have the unequivocal right to expand the Expanded WFF, and fund such expansion, without needing consent or

contributions from the Participants and without increasing the Participants' ownership and the proportion of rights and liabilities that follow. Sanford may also increase the Expanded WFF with the participation of any Party or Parties. Further, Sanford may expand the Expanded WFF with any other local government or government not a Party to this Agreement. Sanford may expand the Expanded WFF with a private party provided that Sanford must receive an opinion of nationally recognized bond counsel to the effect that such expansion will not adversely affect the federal and state income tax treatment of the interest on any outstanding bonds of the Parties, the interest in which is intended to be excludable from gross income of the owners thereof for purposes of federal income taxation.

- ii. **Anticipated Capital Improvements:** Sanford retains sole decision-making authority regarding annual capital improvements to the Expanded WFF. Sanford will provide a capital improvement budget estimate to the Participants in February of every year. At the end of each fiscal year, there will be a True-Up for the cost of annual capital improvements. The Participants will pay interest on any amounts paid more than thirty (30) days after the invoice is sent, unless any Participant's share of the capital improvement cost is greater than one million dollars (\$1,000,000), in which case the Parties will agree on a reasonable payment schedule to accommodate necessary financing. If no Participant's share of the capital improvement cost is greater than one million dollars (\$1,000,000), and any Participant fails to make a payment required as a result of the True-Up within thirty (30) days of the date on which the Participant receives an invoice from Sanford concerning amounts due as a result of the True-Up, Sanford may charge such late Participant an amount equal to the amount of the invoice plus interest at the SIFMA Index Rate in effect on the date of the invoice, which payment the late Participant shall pay within seven (7) Business Days. An anticipated capital improvement includes, but is not limited to, a capital improvement listed in Sanford's capital improvement plan.
- iii. **Unanticipated Capital Improvements:** Sanford retains sole decision-making authority regarding unanticipated capital improvements. Sanford will notify the Participants of the need for an unanticipated capital improvement within five (5) Business Days of a reasonable determination of such need. Sanford will tell Participants the estimated cost of the unanticipated capital improvement within a reasonable time of estimating such cost. Costs associated with an unanticipated capital improvement may include use of force account labor and city-owned equipment. The Participants will pay interest on any amounts paid more than thirty (30) days after the invoice is sent, unless any Participant's share of the capital improvement cost is greater than five hundred thousand dollars (\$500,000), in which case the Parties will agree on a reasonable payment schedule to accommodate necessary financing. If no Participant's share of the capital improvement cost is greater than five hundred thousand dollars (\$500,000), and any Participant fails to make a payment required within thirty (30) days

of the date on which the Participant receives an invoice from Sanford concerning amounts due as a result of the unanticipated capital improvement, Sanford may charge such late Participant an amount equal to the amount of the invoice plus interest at the SIFMA Index Rate in effect on the date of the invoice, which payment the late Participant shall pay within seven (7) Business Days.

- c. Five-Year Capital Improvement Plans. Sanford will provide to Participants its proposed five-year capital improvement plan by February 1st of each year and the capital improvement plan adopted by the City Council of the City of Sanford following its adoption.
- d. Budget Amendments. If Sanford needs to make a budget amendment due to an Expanded WFF capital improvement, either anticipated or unanticipated, Sanford will provide reasonable notice of the need for a budget amendment to the Participants.

12. **Ownership and Cost Formulas**.

- a. Ownership Formula: All Parties agree that the value of the WFF for the purposes of this Agreement can be based on the actual cost of the Project. The value of the WFF using the estimated construction cost of the Project is one hundred fifty-eight million dollars (\$158,000,000) at twelve (12) MGD. Based on the value of the estimated construction costs for the Project, the Expanded WFF at the time the Project is complete will be approximately three hundred ninety-five million dollars (\$395,000,000) for thirty (30) MGD. In order to determine each Party's ownership percentage, a Party's Construction Cost Allocation (in dollars) is divided by the value of the Expanded WFF (in dollars). If the cost of construction for the Project increases, each Party's Construction Cost Allocation will increase proportionately as will the value of the WFF. Therefore, the Parties' relative percentage of ownership will remain the same regardless of any change between the current estimated construction cost of the Project and the final construction cost of the Project. The Parties' percentage of ownership in the Expanded WFF will be as follows:

i. **Sanford** = 59.5%

ii. **Fuquay Varina** = 18.7%

iii. **Holly Springs** = 12.5%

iv. **Pittsboro** = 9.3%

- b. Construction Cost Allocation: The Parties will pay their proportionate share of construction cost for the Project in the manner required pursuant to the Construction Management Agreement and as set out in Exhibit C, page 2, in accordance with Section 6.

- c. Capital Improvement Cost Allocation: Upon substantial completion of the Project, and on a monthly basis thereafter, the Parties will pay their percentage share of capital improvement costs for the Expanded WFF, which percentages are set out in Exhibit D, the “Partner Usage and Capacity Summary” chart under “Percent Capacity in Expanded WFF,” and which correspond to the Parties’ purchased capacity set out in Section 6(b).
- d. Operation and Maintenance (O&M) Costs: On or around February 1st of each fiscal year, each Participant will provide to Sanford an estimate of the amount of water that Participant expects to draw from the Expanded WFF over the next fiscal year (the “Estimated Use for O&M”). The Participants will pay Sanford O&M Variable Costs based on the Estimated Use for O&M. Within fifteen (15) days of the end of each quarter of the fiscal year, Sanford will provide to the Participants an accounting of the actual O&M costs versus the amounts that the Participants have paid, excluding any due or paid Overage Charge. No later than thirty (30) days from the date that Sanford provides an invoice to the Participant, the Parties will reconcile the actual O&M costs and paid O&M costs. Any due and/or paid Overage Charge will not factor into that calculation.
 - i. **O&M Variable Cost**: On a monthly basis, the Parties will pay their proportionate share of variable operations and maintenance costs for the Expanded WFF based on the volume of water passing through the relevant Point of Delivery and the formula set out in the example in Exhibit D, unless otherwise provided in this Agreement. Variable Costs will be those categories listed in Exhibit E.
 - ii. **O&M Fixed Cost**: Upon substantial completion of the Project, and on a monthly basis thereafter, the Parties will pay their proportionate share of fixed operations and maintenance for the Expanded WFF according to the formula set out in the example in Exhibit D. Fixed Costs will be those categories listed in Exhibit E.
 - iii. **O&M True-Up**: The Parties will reconcile actual amounts of O&M for the Expanded WFF incurred during the year and amounts the Participants paid for O&M during the year, excluding any due or paid Overage Charge, and any difference owed to or from any Party will be reconciled and paid by December 31st of the same year.
- e. Interest Rate Applicable for Late Payments. If any Participant fails to make a payment required under Section 12(c) or (d) of this Agreement within thirty (30) days of the date on which the Participant receives an invoice from Sanford, and such payment is not otherwise governed by the Construction Management Agreement, Sanford may, at its option, pay any amounts owed on the late Participant’s behalf and charge such late Participant an amount equal to the amount Sanford paid on the late Participant’s behalf, plus interest on such amount at the SIFMA Index Rate in effect on the date Sanford made such payment on the Participant’s behalf, which the late Participant shall pay within seven (7) Business Days.

13. **Merger or Acquisition.** If Sanford merges with a Participant or acquires a Participant's capacity through any method, Sanford will acquire the rights of the Participant with respect to capacity and the responsibilities with respect to the costs set out in Section 12, but in no case will Sanford become a "Participant" as that term is defined and used throughout this Agreement. If Sanford sells its capacity, the purchaser may become a participant under this Agreement but will not acquire Sanford's sole rights and duties under this Agreement.

14. **Insurance.** Sanford will maintain insurance coverage on the WFF, the Project, and the Expanded WFF of the type and quantity as a prudent municipality would maintain in the same or similar circumstances. Sanford will name each Participant as an additional insured to any insurance policy for the Expanded WFF and provide a certificate of insurance to each Participant in July of each year.

15. **Procedure to Avoid Exceeding Capacity of the Expanded WFF.** All Parties recognize the need to avoid a situation in which the Parties' use of water from the Expanded WFF exceeds the Expanded WFF's capacity. The Parties also recognize the need to respect the ability of any one Party to draw its Total Capacity. The Parties have agreed upon the following procedure to prevent and deter a situation in which any metered amount exceeds the Participant's Total Capacity. When water is being supplied to Participants, the Maximum Usage Warning Limit will be set for each Participant at eighty percent (80%) of each Participant's Total Capacity (MGD). For so long as Fuquay-Varina and Holly Springs share a meter, the Total Capacity of Fuquay-Varina and Holly Springs will be their combined capacity, and the Maximum Usage Warning Limit for Fuquay-Varina and Holly Springs will be 80% of their combined Total Capacity.

a. **Consequences of Participant Reaching Maximum Usage Warning Limit.** If any Participant(s) average usage over three (3) calendar months is at or greater than the Maximum Usage Warning Limit, the Participant(s) must create a plan to enter into an agreement to lease capacity from another Party, obtain water from another service provider, or otherwise prevent use over its Total Capacity (MGD) (the "Usage Warning Limit Plan"). Sanford and the Participant(s) will work together to revise the Usage Warning Limit Plan until Sanford and the Participant(s) approve of the Usage Warning Limit Plan. If the Participant(s) purchases or leases additional capacity, both the transferring and receiving Party's Maximum Usage Warning Limit and eighty percent (80%) threshold will be recalculated accordingly. The Usage Warning Limit Plan must be executed and implemented by or before the Participant(s) uses ninety-five percent (95%) of its/their Total Capacity (MGD).

b. **Consequences of Exceeding 100% of Total Capacity.**

i. **Fixed Costs.** If any Participant(s) average usage for one billable month exceeds one hundred percent (100%) of its/their Total Capacity (MGD), that Participant(s) will pay the O&M Fixed Cost that corresponds with the amount of capacity used, not capacity owned.

ii. **Overage Charge.** When any Participant's average usage for a one calendar month period exceeds its/their Total Capacity, the Participant(s) will pay one hundred twenty-five percent (125%) of the cost calculated by the method described in Sections 12(d)(i-iii) for that month. For each

consecutive month in which the Participant(s) exceed(s) its/their Total Capacity, the Participant(s) will pay two hundred percent (200%) of the cost calculated by the method described in Sections 12(d)(i-iii) for that month. If a Participant incurs an Overage Charge two (2) or more times in a rolling 12-month period, Sanford will apply a two hundred percent (200%) Overage Charge to any additional months in that rolling 12-month period in which that Participant's average usage over a one calendar month period exceeds its/their Total Capacity.

- iii. Sanford's Right to Reduce Service. If a Participant has not created or is not diligently pursuing a Usage Warning Limit Plan approved by Sanford, Sanford has the right to reduce service to the Participant.

16. **Water Conservation Policies.** If any Party is experiencing conditions that require the implementation of a water shortage response plan, and said Party has implemented water conservation measures for its retail customers, then water conservation measures shall apply to all Parties only if so required by the State or by Sanford. If a water conservation measure is required, the water conservation measures will meet the minimum water conservation measures published, from time to time, on the Department of Environmental Quality website.

17. **Supply Interruptions or Shortages.** Sanford shall use reasonable care and diligence to provide uninterrupted service as provided herein but reserves the right at any time to temporarily interrupt service for reasons of Force Majeure and maintenance purposes. Sanford will give notice to Participants not less than forty-eight (48) hours in advance of any such planned service interruption, except that in emergencies, it will give notice that is reasonable under the particular circumstances. During an emergency, such as a break or leak in a Participant's Supply Line, in which despite its exercise of reasonable care and diligence, Sanford will significantly lose the ability to serve its own citizens if Sanford continues to supply a Participant with a break or leak, Sanford has the authority to make any reasonably necessary temporary reduction of service to one or more Participants in order to maintain service to other Participants and its own citizens. No change shall be made to Participants' share of costs.

18. **Sale or Lease of Ownership or Capacity.** The Parties may sell or lease any part of their share of Total Capacity (MGD) pursuant to the provisions of this section. Except as otherwise allowed in this Agreement, sales or leases of ownership or capacity may only be executed among the Parties and not with any party or entity not a Party to this Agreement. Capacity or ownership may be sold or leased on terms mutually acceptable to the Participants involved, and approved by Sanford (such approval shall not be unreasonably withheld), and only on conditions that (a) the buyer or lessee assumes all financial responsibilities to Sanford that flow from the transfer; and (b) both are jointly liable to Sanford in the event that the receiving Participant fails to meet all financial responsibilities to Sanford. Notwithstanding the foregoing, Sanford will have a right of first refusal to acquire any ownership or capacity that a Participant wishes to sell, and the price to Sanford will be the same price per unit of capacity as the Construction Cost Allocation. Sanford will have one hundred twenty (120) days to notify the selling Participant of its intent to exercise the right of first refusal. If Sanford does not convey its intent to exercise the right of first refusal, or if Sanford affirmatively provides notice that it will not exercise its right of first refusal, the other Participants may acquire any ownership or capacity that the Participant wishes to sell, and the cost will be the same price per unit of capacity as the Construction Cost Allocation.

- a. **Recalculation of Capacity.** If ownership or capacity is bought, sold, or leased, each Participant's Total Capacity will be recalculated.

19. **Bulk Water Sales Allowed by Participants.** Parties may set their rate structures to their respective end users in any manner they deem appropriate without approval of another Party. Bulk Water Sales are defined as a continuing contract by a Party to provide water to either another Party or a third party over a period exceeding thirty (30) days. Bulk Water Sales by any Party to this Agreement to any entity not a Party to this Agreement are allowed on the condition that a Participant-seller of Bulk Water will remain financially responsible to Sanford for all amounts sold by the Participant, and all requirements placed on Participants under this Agreement remain in full force and effect and may be applied against the Participant making a Bulk Water Sale in the same manner as they would have applied had the Bulk Water Sale quantity been used by the Participant. Any Participant making a Bulk Water Sale will provide the Bulk Water Sale agreement to Sanford, and Sanford may request additional details within reason.

20. **Future Expansion.** If the Parties' use of water from the Expanded WFF reaches eighty percent (80%) of the total maximum capacity created as a result of the Project for seven (7) consecutive days, then the Parties shall negotiate in good faith to amend this Agreement for an additional expansion of the Expanded WFF's total capacity.

21. **Annual Meeting of the Parties.** Unless otherwise agreed by all Parties, the Parties will meet annually in Sanford, or at another location determined to be convenient to all Parties, to discuss all matters pertaining to this Agreement.

22. **Loss of a Purchasing Participant Prior to All Parties Signing.** If at any time prior to all Parties signing this Agreement any one Party no longer wishes to enter into the Agreement, the signatories to the Agreement will negotiate in good faith to recalculate the size of the Project and each Participant's allocation of cost. In the event that the signatories, having negotiated in good faith, are unable to recalculate the size of the Project and each Participant's allocation of cost, Sanford may, at its option, terminate this Agreement by giving written notice to the remaining Parties.

23. **Water Quality and Quantity.**

- a. **Water Quality.** By this Agreement, Sanford agrees to operate and manage the Expanded WFF such that it is able to supply potable water at the Point of Delivery, meeting the applicable purity standards of the North Carolina Division of Health and the applicable water quality standards of the North Carolina Department of Environmental Quality (or any successor State division or department) as amended from time to time, subject to any reductions or failures of pressure or supply due to causes beyond Sanford's control, including, but not limited to, any Force Majeure event, Transmission Line damage, or the use of water to fight fire. In the event of a loss of water quality, Sanford shall work with reasonable diligence to regain the water quality. A loss of water quality shall not be deemed a breach of this Agreement or an event of Default.
- b. **Water Quantity.** By this Agreement, Sanford agrees to operate and manage the Expanded WFF such that it is able to supply the quantity of water that each

Participant is entitled to, subject to any reductions or failures of pressure or supply due to causes beyond Sanford's control including, but not limited to, any Force Majeure event, Transmission Line damage, or the use of water to fight fire. In the event of a loss of water quantity, Sanford shall work with reasonable diligence to regain the level of water quantity. In the event of Transmission Line damage affecting a Participant(s) but not the citizens of Sanford, Sanford shall make such repairs with the same reasonable care and diligence as it would to repair those lines effecting citizens of Sanford. A loss of water quantity shall not be deemed a breach of this Agreement or an event of Default.

24. **Performance Obligations of Sanford.** Sanford will perform the services customarily performed by water utility systems with respect to the Expanded WFF for the benefit of all customers of the system, including: maintain, repair, and improve the Expanded WFF in a timely manner and operate and manage the Expanded WFF in a manner consistent with good business and operating practices for comparable facilities and in full compliance with all issued permits, operational requirements, industry standards, and the applicable laws, rules, and regulations of regulatory bodies, governmental units, or agencies thereof.

25. **Notifications Required.** Sanford will make reasonable efforts to notify all Participants of any planned or detected interruptions in water quality or quantity. Sanford shall provide frequent status updates about any loss of water quality or quantity to Participants until any water quality or quantity issue is resolved. In the event that a Participant detects a loss of water quality or quantity as defined under this Agreement, the Participant will notify Sanford of the loss of water quality or quantity as soon as reasonably possible under the circumstances but in no event later than twenty-four (24) hours from the detection.

26. **Resolution Process.** If the Parties do not agree on the existence of an event of Default (the "Claim"), the Parties agree to first use good faith efforts to resolve the dispute. Where good faith efforts to negotiate do not resolve the Claim within thirty (30) days of the date of the notice of Default, the Parties agree to mediate the dispute prior to filing a lawsuit. Mediation will occur pursuant to the following process: the non-defaulting Party (the "Claimant(s)") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency or certified individual providing similar services upon which the Parties may mutually agree. If Claimant(s) does not submit the claim to mediation within sixty (60) days after notice of Default, Claimant(s) shall be deemed to have waived the Claim, and the defaulting Party (the "Respondent(s)") shall be released and discharged from any and all liability to Claimant(s) on account of such Claim; provided, nothing herein shall release or discharge Respondent(s) from any liability to Persons that are not subject to the foregoing proceedings. If the Claimant(s) and Respondent(s) do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Claimant(s) and Respondent(s) met, that they are at an impasse, and the date that mediation was terminated. In the event that mediation does not resolve the dispute, all Parties have the right to file a lawsuit with venue in Lee County or the United States District Court for the Middle District of North Carolina.

27. **Audit Rights.** If Sanford does not perform its annual audit as required by G.S. § 159-34 by December 31st of each year, each Participant will have the right to inspect and audit all accounting reports, books, or records that concern Sanford's management and operations of the Expanded WFF that would be required under G.S. § 159-34. The Participant exercising its audit rights must provide thirty (30) days' notice to Sanford. The Parties agree to prioritize requests from other Parties for operational financial information regarding the Expanded WFF throughout the year so long as such requests are reasonable with respect to scope and frequency.

28. **Inspection Rights.** Each Participant will have the right to inspect any or all of the Expanded WFF at a time convenient to the Participant and Sanford, but in no event more than twenty (20) days after providing Sanford the request for inspection. Such inspection rights may be exercised no more than once annually. This right is not limitless, and Sanford has a right to stop an inspection where such inspection interferes with the continued ability of the Expanded WFF to reasonably and prudently provide Finished Water.

29. **Unwinding Mechanism.** If one or more of the Participants Default in the performance or discharge of its or their obligations in the Project or any other material obligation under this Agreement such that the Party is in material Default, the other Parties may assume, pro rata or otherwise, the obligations of such defaulting Party or Parties and will succeed to such rights and interests of the defaulting Party or Parties according to the Ownership Formula. Further, Sanford shall have a right of first refusal to assume all or part of the defaulting Party's share at the same price as the Construction Cost Allocation. A Party that assumes the obligations of any other Party is entitled to reasonable legal fees and costs incurred as a direct result of the Default from the defaulting Party.

30. **Liability.**

- a. **No Liability Downstream of the Point of Delivery.** Sanford shall not be liable for any condition, quality, purity, impurity, or contamination of the water provided to Participants or any issue related to the quantity of the water provided to the Participants downstream of the Point of Delivery.
- b. **No Liability at Point of Delivery with Exceptions.** Sanford shall not be liable for any condition, quality, purity, impurity, or contamination of the water provided to Participants, or any issue related to the quantity of the water provided to the Participants at the Point of Delivery, except where:
 - i. **Gross Violation of Industry Standard Exception:** Sanford commits a gross violation of industry standards that causes such condition, quality, purity, impurity, or contamination of the water; or
 - ii. **Intentional and Knowingly Exception:** Sanford intentionally and knowingly limits the quantity or quality (including minimum pressurization to meet the design requirements of the Parties' Transmission Lines) of water for any purposes that are within the full control of Sanford. This exception does not include any action that Sanford would take that is in accordance with its right and obligations under this Agreement or any action that Sanford would take as the result of a Force Majeure event, Transmission

Line damage, maintenance, the use of water to fight fire, or any other externality outside of the control of Sanford. However, in the event of a Transmission Line damage, Sanford shall make such repairs with the same reasonable care and diligence as it would to repair those lines effecting citizens of Sanford.

iii. **Clarification.** For clarification, subsections (b)(i) and (b)(ii) are disjunctive.

- c. **Exceptions in Subsection (b)(i) and (ii) Not Applicable During Default.** If any Participant on a Transmission Line with a water quality or quantity issue described above is in Default, the exceptions in Section 30(b)(i) and (ii) shall not apply and Sanford shall not be liable.
- d. **Consumers and Third Parties.** Each Participant shall take steps to ensure that the consumer receives potable water, but liability shall be limited and transferred to the Participants once the water passes from the Point of Delivery. No Party hereto shall be liable under this Agreement to any third party, and each shall indemnify and hold harmless the other for against any and all claims brought by third parties. Sanford shall not be liable for failures of any element of a Participant's water system.

31. **Sole Remedy.** In the event that there is a water quality or quantity issue at the Point of Delivery as outlined in Section 30, Sanford shall pay the costs associated with remedying the condition, quality, purity, impurity, or contamination of the water, or quantity issue. Participants will have no other remedy for such violation.

32. **Disposition of Property at Termination.** Upon termination of this Agreement by any Party, all real property of the terminating Party reverts to Sanford.

33. **Method of Termination.** This Agreement may be terminated only by the mutual consent of all Parties participating in this Agreement at the time of Termination.

34. **Disposition of Property at Expiration.** As long as any Participant still owns shares in the Extended WFF, the Parties agree that they will negotiate extensions or a new agreement.

35. **No Waiver of Sole Management.** Sanford's acts, including acts of its officers and employees, cannot be interpreted to waive its rights and entitlements, including sole right to manage.

36. **Changes in the Law.** In the event that there is a change in North Carolina law that impacts this Agreement, the Parties agree to review the Agreement and may mutually consent to amend this Agreement. In the event an amendment to N.C. Gen. Stat. 162A-200 et seq. requires an amendment to this Agreement, the Parties agree to negotiate in good faith to amend any and all impacted provisions.

37. **Default.**

- a. **Pre-Funding of Acquisition and Construction Fund Default:** If at any time after the Agreement becomes effective but before any funds are first deposited in the Acquisition and Construction Fund that will be created pursuant to the Construction Management Agreement for any part of the Project, any Party gives written notice to all other Parties that such Party anticipates defaulting on this Agreement or the Construction Management Agreement—whether such Default is anticipated with respect to obligations that have arisen or will arise—the Parties to the Agreement shall negotiate in good faith to recalculate the size of the Project, proportion of ownership, and share of costs using the corresponding formulas in Section 12. The agreed-upon method of recalculation shall be the same methodology that was used to produce the summary numbers represented in Exhibits C – E. Sanford shall have a right of first refusal to any portion of the Expanded WFF on which a Participant anticipates defaulting and a right to Liquidated Damages from the Participant anticipating Default. In the event that the Parties, having negotiated in good faith, are unable to recalculate the size of the Project and each Participant's allocation of cost, Sanford may, at its option, give the remaining Parties written notice of Sanford's election to terminate this Agreement. In the event of a termination by Sanford, any non-defaulting Participant(s) may recover from the defaulting Participant(s) any direct costs that are otherwise not recoverable or avoidable to the non-defaulting Participant(s).
- b. **Post-Deposit and Pre-Project Completion:** If a Party defaults on this Agreement at any time after any other Party has deposited funds in the Acquisition and Construction Fund and before the Project is completed, and such Default cannot be cured within sixty (60) days or by the negotiation of additional agreements, the remaining Parties to the Agreement shall negotiate in good faith to recalculate each Party's proportion of ownership and share of costs using the corresponding formulas in Section 12. Sanford shall have a right of first refusal to acquire any portion of the Expanded WFF during such renegotiation. The agreed upon method of recalculation shall be the same methodology that was used to produce the summary numbers represented in Exhibits C – E. In the event that the Parties, having negotiated in good faith, are unable to recalculate each Participant's allocation of cost, Sanford may, at its option, give the remaining Parties written notice of Sanford's election to terminate this Agreement. In the event of a Default under this subsection, all Participants will continue to be liable to Sanford for their share of Construction Cost Allocation and any other costs outlined in Section 12 until the earlier of: (1) the remaining non-defaulting Participants, having negotiated in good faith to recalculate each non-defaulting Participant's proportion of ownership, execute an agreement reflecting those negotiations; or (2) Sanford's release of the Participants from obligations under this Agreement.
- c. **Default Post-Project Completion:** From and after the completion of the Project, and upon the Expanded WFF being put into service, any one or more of the following events shall constitute an event of Default under this Agreement.

- i. **Participant's Failure to Make Payment(s).** The failure of a Participant to make payment of any amount due hereunder, which failure shall have continued for a period of fifteen (15) days after receipt of written notice from Sanford that the Participant has failed to make timely payments as required by this Agreement, shall constitute an event of Default on the part of a Participant that fails to pay. Unless otherwise stated herein, a failure to make any payment due and owing under this Agreement for ninety (90) days or more constitutes a material Default.
 - ii. **Party's Failure to Perform Any Obligation.** Except in Force Majeure situations and as otherwise stated in this Agreement, the failure of any Party to perform any of its obligations under this Agreement, if such failure continues for a period of thirty (30) days after receipt by the defaulting Party of written notice of such failure (the "Default Notice"), shall constitute an event of Default. It shall not be considered an event of Default if the Default is of a nature that cannot be cured within thirty (30) days and the defaulting Party has commenced action reasonably designed to cure the Default and pursued that action with due diligence.
- d. Consequence of Participant's Default: If a Participant defaults, and the Default has not been cured, the other Party or Parties may, at their option, pursue any and all rights they have in law and equity including, without limitation, specific performance and the recovery of monetary damages.
- i. A non-defaulting Participant that shares a Supply Line with a Participant that has defaulted because it has failed to make a payment due to Sanford under this Agreement may cure the non-payment default by making the defaulting Party's payment in addition to their own payment.
- e. Consequence of Sanford's Default: If Sanford defaults, and the Default has not been cured, a non-defaulting Participant may exercise and pursue any and all rights and remedies it shall have at law or in equity, including, without limitation, specific performance but specifically excluding the right to terminate this Agreement or refuse to fully pay any outstanding payments as they become due and owing.

38. **Process Following Sanford's Right of First Refusal.** Wherever in this Agreement Sanford has a right of first refusal to acquire, purchase, or lease a portion of or all of a Participant's capacity or ownership, and Sanford does not exercise that right, the other Participants may acquire, purchase, or lease the capacity ownership, and the cost for the first time such capacity is purchased by another Participant will be the same price per unit of capacity as the Construction Cost Allocation. If no Party wishes to purchase the capacity at that price, the Participant and another Party may agree to a lower price.

39. **Sale or Lease to a Third Party.** No Party can sell its capacity or ownership or lease capacity to a non-Party for the life of this Agreement unless such sale is agreed to by all Parties (such consent will not be unreasonably withheld).

40. **This Document Is Also a Contract.** In addition to being governed by N.C.G.S. § 160A-461, this Agreement is a contract, and North Carolina contract law shall apply.
41. **Joint Undertaking; No Joint Venture.** Nothing in this Agreement shall be construed to establish a joint venture, partnership, or any other relationship among the Parties other than the relationship contemplated for entry into an Interlocal Agreement pursuant to G.S. § 160A-461.
42. **No Abrogation of Sovereign Immunity.** Nothing in this Agreement shall be construed as an abrogation of any Party's sovereign immunity.
43. **Prohibition on Assignment.** No Participant shall sell, assign, or transfer this Agreement, or any part thereof, without the express written consent of Sanford, except as allowed by Section 18 of this Agreement.
44. **Amendments.** The provisions of this Agreement may be amended at any time upon mutual written agreement of the governing boards of all Parties.
45. **Administrative Amendments.** Notwithstanding Section 44, minor amendments to this Agreement may be made upon the request of any Party and agreed to by all Parties' respective City or Town Manager, or their designee, without public notice or a public hearing where (1) the City Attorney of Sanford confirms in writing that such change is a minor amendment of this Agreement; and (2) such minor amendment substantially conforms with the material terms of this Agreement. Administrative Amendments must still be reduced to writing and signed.
46. **Force Majeure.** It shall not be considered a breach of this Agreement or an event of Default and Parties shall not be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities, or other consequences that may arise as a result of Force Majeure. In order to avail itself of this provision, a Party must take reasonable actions to remedy the consequences of the Force Majeure event. The impacted Party shall give notice of the Force Majeure event to all other Parties as soon as practicable, but in no case more than forty-eight (48) hours after the Party's performance has been impacted, stating the period of time the occurrence is expected to continue. Upon request of any Party, the Parties shall meet to discuss the causes of the Force Majeure event and the period of time the occurrence is expected to continue. A Force Majeure is defined as any event arising from causes beyond the reasonable control of the Parties. Force Majeure events may include, but are not limited to, fire, flood, drought, power failure, cyber attacks, earthquake, chemical or toxic spill, acts of God, foreign or domestic terrorism, war, pandemic, natural disaster, nuclear disaster including radiological contamination, vandalism, third-party acts outside of the reasonable control of any Party, intentional and/or malicious acts of an individual, water pollution, failure of industrial pretreatment, contamination including raw water contamination, algae blooms, biological constituents, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to serve beyond the reasonable control of Sanford. Temporary or partial failures to deliver water shall be remedied with all possible dispatch but shall not constitute a breach or an event of Default so long as such remedy is diligently being pursued.
47. **Severability.** If any of the provisions of this Agreement are held invalid, illegal, void or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

48. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
49. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into among the Parties with respect to the matters contained herein are merged in this Agreement.
50. **No Oral Amendments.** This Agreement may not be changed orally, but only by a written document approved by the governing boards of all Parties.
51. **No Waiver.** No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. Mere inaction or failure to pursue a Default shall not be deemed a waiver.
52. **Benefits to Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided the assignment has been approved by all relevant Parties as determined by the nature of the assignment.
53. **Applicable Law.** The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
54. **Headings.** The headings contained in this Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof.
55. **Joint Effort of All Parties.** This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against any Party or the other as a result of preparation, substitution, submission, or event of negotiation.
56. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.
57. **Incorporation by Reference.** Capitalized terms shall have the meanings assigned thereto in Exhibit A attached hereto. Exhibits B – E shall be incorporated in this Agreement by reference.
58. **Notice.** Notice shall be given in writing directed to the people listed below, as amended and updated from time to time (see Appendix A for current contacts). For emergencies, Parties should contact operational officials first; for contract issues, Parties should contact attorneys first; for administrative issues, Parties should contact managers or finance directors. All Parties shall endeavor to keep accurate cell phone numbers available to all other Parties.

City Manager, or the equivalent
Public Works Director, or the equivalent
Utilities and Engineering Director, or the equivalent
City Attorney, or the equivalent
Finance Director, or the equivalent

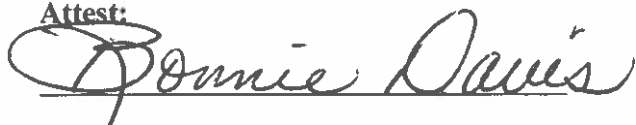
IN WITNESS WHEREOF, the City of Sanford has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Town of Holly Springs has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Town of Fuquay-Varina has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Town of Pittsboro has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given.

City of Sanford

 (seal)

By: Rebecca Wyhof Salmon

Attest:



City Clerk

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



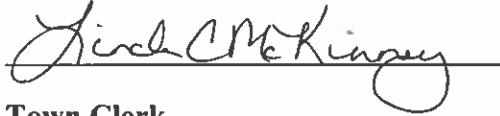
By:

[signatures continued on next page]

Town of Holly Springs

 (seal)
By: Mayor Sean Mayefskie

Attest:



Town Clerk



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



By:

[signatures continued on next page]

Town of Fuquay-Varina



Attest:

Jessie C. Wilde

Jessie C. Wilde Town Clerk

J. Blake Massengill (seal)
By: Mayor J. Blake Massengill

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

John J. Crabtree
By:

[signatures continued on next page]



Town of Pittsboro

Cindy Perry (seal)
By: Mayor Cindy Perry

Attest:

Carrie L Bailey

Town Clerk

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

Heather E.R. Meacham
By: Heather E.R. Meacham
Finance Director

LIST OF EXHIBITS

EXHIBIT A	Definitions
EXHIBIT B	Project Component Summary
EXHIBIT C	Sanford WFF Construction Cost Estimate (90% Design)
EXHIBIT D	Sanford WFF Expansion O&M Cost Allocation Example Based on Projected O&M Costs
EXHIBIT E	Projected O&M Expenses
APPENDIX	Current Contacts

EXHIBIT A

Definitions

Acquisition and Construction Fund means the “Sanford Water Filtration Facility Expansion Project Acquisition and Construction Fund” created pursuant to the Construction Management Agreement.

Bulk Water Sales means a continuing contract by a Party to provide water to either another Party or a third party over a period exceeding thirty days.

Business Day(s) has the meaning set forth in the Construction Management Agreement.

Construction Cost Allocation shall mean the cost to be paid by each Participant for constructing the Project, as shown in detail in Exhibit C, page 3.

Construction Cost Budget means the Estimated Construction Cost plus a reasonable contingency cost percentage or a fixed amount as recommended by Sanford.

Construction Management Agreement means the Construction Management Agreement dated _____, 2023 between the Parties and Regions Bank, as escrow agent.

Default means failure, refusal, or inability of a Party to meet an obligation set out in this Agreement and is governed by Section 37.

Estimated Construction Cost means the estimated cost of constructing the Project as determined by Hazen and Sawyer (“Estimated Cost”).

Estimated Use for O&M is the estimate provided by each Participant to Sanford on or around February 1st of each fiscal year that provides an estimate of water to be used during the upcoming fiscal year.

Expanded WFF shall mean the Sanford Water Filtration Facility at its capacity of thirty (30) MGD after the Project is complete.

Finished Water shall mean the water that is introduced into the distribution system of a public water system and is intended for distribution and consumption.

Force Majeure has the meaning set out in Section 46.

Liquidated Damages. As used in Section 37(a), Liquidated Damages includes costs incurred for work done by third-party engineers, consultants, and/or attorneys to recalculate the size of the Project and renegotiate the Agreement. If a Participant’s Default causes delay, Liquidated Damages will also include the increase in finance costs and increase in construction costs, if any.

Maximum Usage Warning Limit. When water is being supplied to Participants, the Maximum Usage Warning Limit shall be set for each Participant at eighty percent (80%) of each Participant’s “Total Capacity” (MGD).

MGD shall mean million gallons per day.

Overage Charge shall mean the amount charged when a Participant's average usage over a one calendar month period exceeds its/their Total Capacity and is further described in subsection 15(b)(ii).

Participants shall mean the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro.

Parties shall mean the City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro. When used in the singular, "Party" shall refer to only the relevant party in the context of this Agreement.

Point of Delivery is Participant-specific and is shown in Diagram B.

Project shall mean the construction of the expansion of the Sanford Water Filtration Facility from its present capacity of twelve (12) MGD to thirty (30) MGD, which includes, but is not limited to, the following elements: an administrative facility, a chemical facility, clearwell and associated piping/vaults, existing filter media replacement, Finished Water pump station, GAC absorbers, a maintenance building, raw water intake, residuals handling facilities, and yard piping and vaults cost.

SIFMA Index Rate has the meaning set forth in the Construction Management Agreement.

Supply Line shall mean any lines supplying water from the Point of Delivery to the Participant(s).

Total Capacity shall mean the amount of capacity in the Expanded WFF that is available to a Participant in MGD, which amounts are set out in Section 6(b), and corresponds to the proportion of capacity created by that Participant's Construction Cost Allocation. For so long as Fuquay-Varina and Holly Springs share a meter, the Total Capacity of Fuquay-Varina and Holly Springs will be their combined capacity, and the Maximum Usage Warning Limit for Fuqua-Varina and Holly Springs will be 80% of their combined Total Capacity.

Transmission Line(s) shall mean the water line(s) built to transmit water from the Expanded WFF to the Point(s) of Delivery.

True-Up shall mean the payment made at the end of the fiscal year to adjust for any difference between the estimated and paid cost, and the actual cost determined using financial metrics that become known only at the end of the fiscal year.

Usage Warning Limit Plan shall mean the plan that must be created by a Participant and agreed to by Sanford in the event the Participant averages its Maximum Usage Warning Limit for any three (3) consecutive months.

WFF shall mean the Sanford Water Filtration Facility at its present capacity of twelve (12) MGD.

EXHIBIT B
Project Component Summary

Project Component Summary

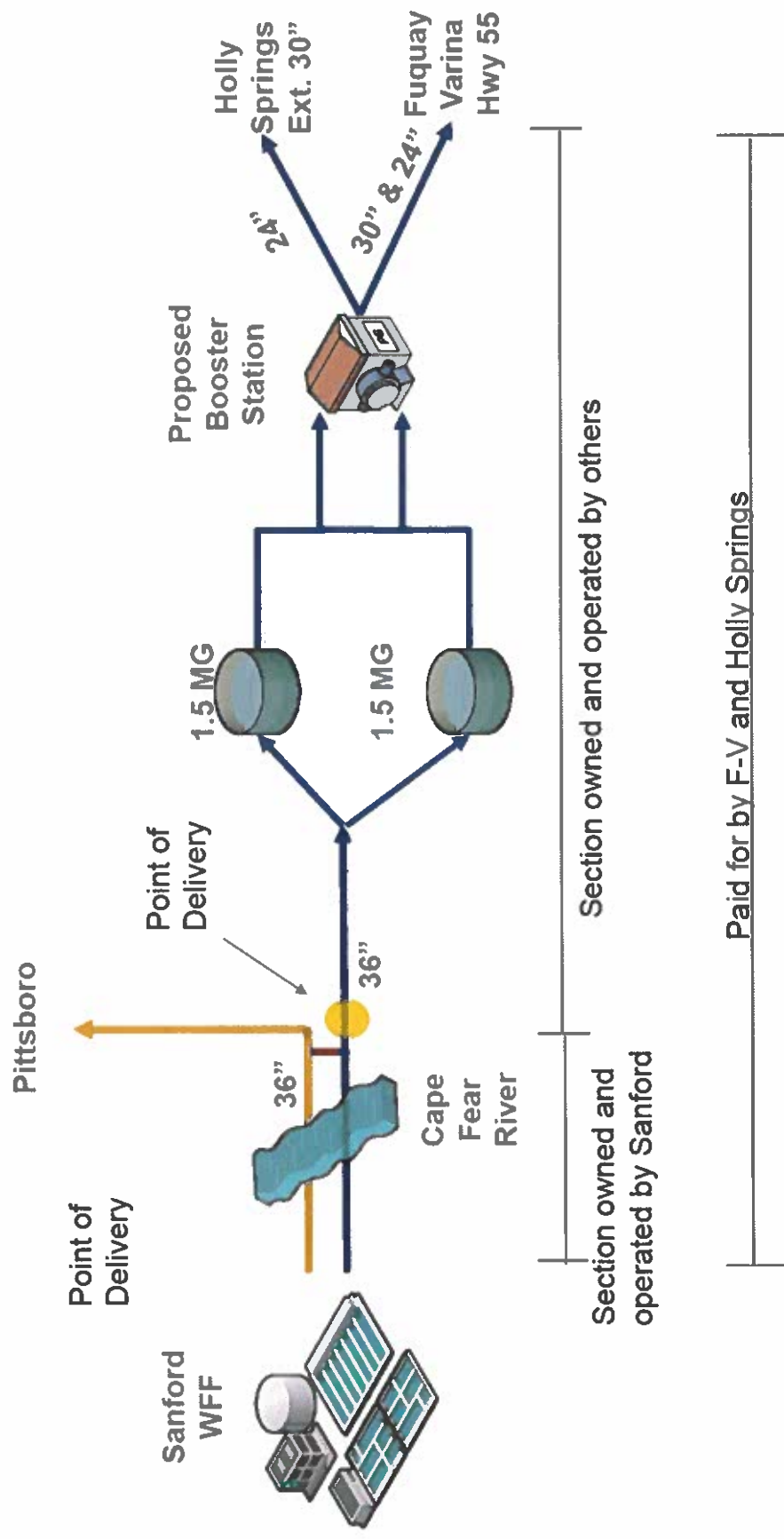


EXHIBIT C
Sanford WFF Construction Cost Estimate (90% Design)

Sanford WFF Construction Cost Estimate (90% Design)

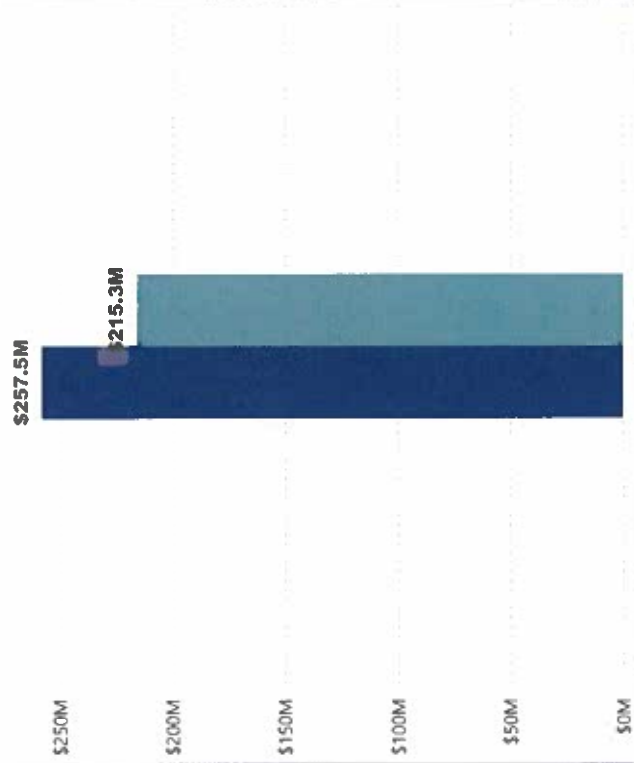
Hazen

Facility Summary		Conventional Treatment	MV Electrical
Admin Facility	☒ Include ☐ Defer	☒ Include ☐ Defer	☒ Include ☐ Defer
Chemical Facility	☒ Include ☐ Defer	☒ Include ☐ Defer	☒ Include ☐ Defer
Clearwells	☒ Include ☐ Defer	☒ Include ☐ Defer	☒ Include ☐ Defer

Grant Funding Applied	
Grant Funding - GAC	\$0
Grant Funding - Other	\$42,200,000

90% Sanford WFF Construction Cost Opinion

● 90% Construction Cost Estimate ● 90% Estimate with Grants Applied



Construction Cost Summary Table by Facility

Facility	Cost	Grant Applied Costs	Percentage of Total Costs (Grants Applied)
Administrative Facility	\$4.6M	\$3.7M	1.7%
Chemical Facilities	\$20.7M	\$16.6M	7.7%
Clearwells	\$10.7M	\$8.6M	4.0%
Conventional Treatment Facilities	\$57.6M	\$46.3M	21.5%
Finished Water Pump Stations	\$21.7M	\$17.4M	8.1%
GAC Facility	\$42.0M	\$42.0M	19.5%
Maintenance Building and Warehouse	\$2.5M	\$2.0M	0.9%
MV Electrical and Generators	\$13.4M	\$10.7M	5.0%
Raw Water Intake, Pump Station, and Transmission	\$28.6M	\$23.0M	10.7%
Residuals Handling Facilities	\$19.7M	\$15.9M	7.4%
Site Work, Yard Piping, and Vaults	\$36.2M	\$29.1M	13.5%
Total	\$257.5M	\$215.3M	100.0%

Cost Allocation Method Selection

Admin Facility

Custom Allocation
☒ Incremental Capacity

Finished Water

Custom Allocation
☒ Incremental Capacity

Chemical Facilities

Custom Allocation
☒ Incremental Capacity

GAC Facility

Custom Allocation
☒ Incremental Capacity
☐ Total Capacity

Cleanwells

Custom Allocation
☒ Incremental Capacity

Maint Bldg and Warehouse

Custom Allocation
☒ Incremental Capacity

Conventional Treatment

Custom Allocation
☒ Incremental Capacity

Raw Water Intake, PS, and Transmission

Custom Allocation
☒ Incremental Capacity

MV Elec and Generators

Custom Allocation
☒ Incremental Capacity

Residuals Handling Facilities

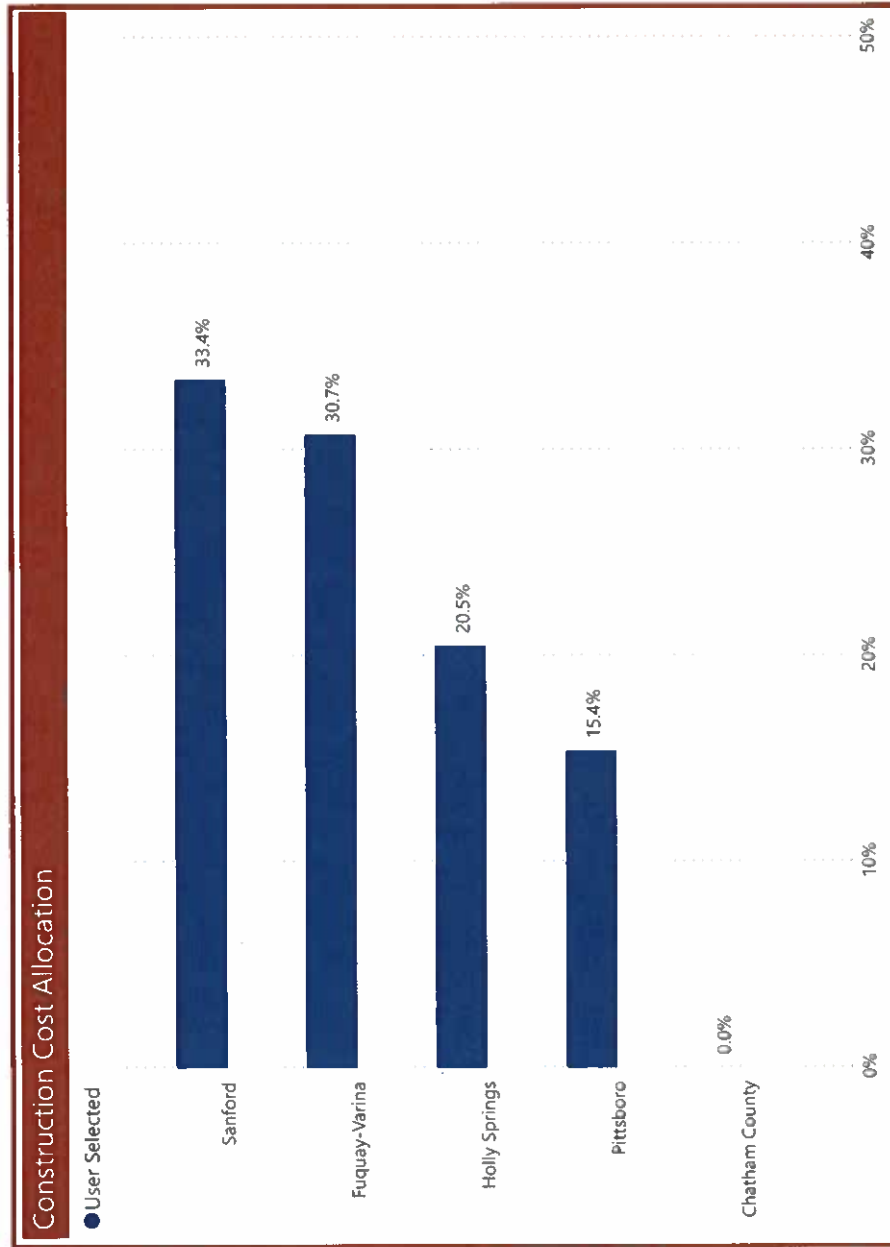
Custom Allocation
☒ Incremental Capacity

Site Work, Yard Piping, and Vaults

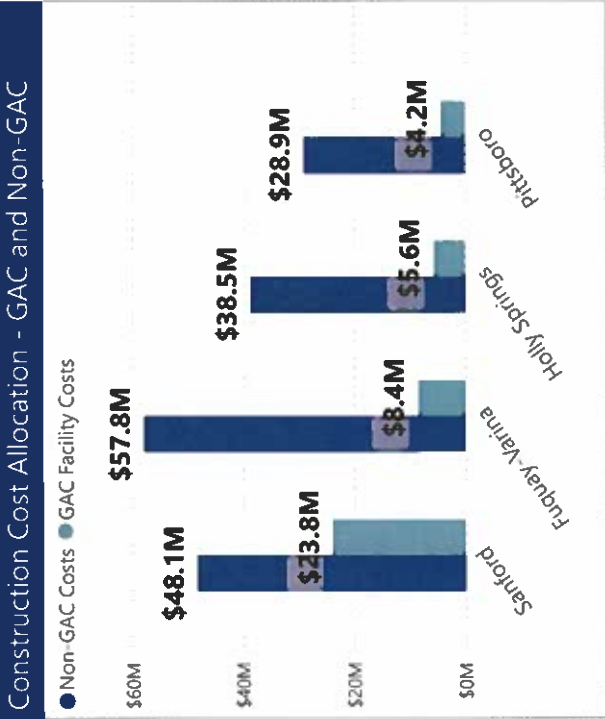
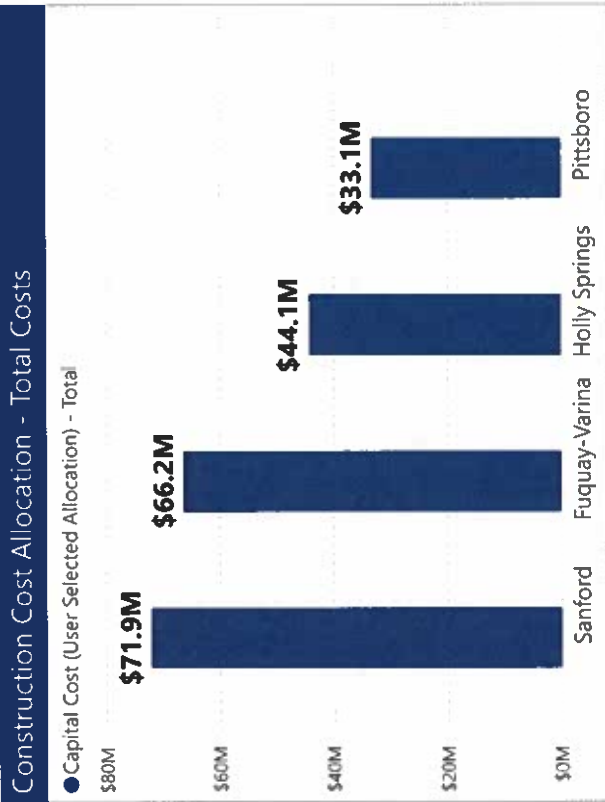
Custom Allocation
☒ Incremental Capacity

Sanford WFF Expansion Construction Cost Allocation Scenario Selection

Hazen



Sanford WFF Expansion Construction Cost



Grant Funding Applied	
Grant Funding GAC	\$0
Grant Funding - Other	\$42,200,000

Hazen

User Determined Partner Purchased Capacities

Sanford	5.0	Pittsboro	3.0	Chatham County	0.0
Fuquay-Varina	6.0	Holly Springs	4.0	Additional Capacity	18.0

Sanford WFF Construction Cost Summary with Grant Funding Applied

Utility	Total Construction Cost (After Grants Applied)	GAC Construction Cost	GAC Construction Cost Allocation	Non-GAC Construction Cost	Non-GAC Construction Cost Allocation
Sanford	\$71.9M	\$23.8M	56.7%	\$48.1M	27.8%
Fuquay-Varina	\$66.2M	\$8.4M	20.0%	\$57.8M	33.3%
Holly Springs	\$44.1M	\$5.6M	13.3%	\$38.5M	22.2%
Pittsboro	\$33.1M	\$4.2M	10.0%	\$28.9M	16.7%
Total	\$215.3M	\$42.0M	100.0%	\$173.3M	100.0%

EXHIBIT D
Sanford WFF Expansion O&M Cost Allocation Example Based on Projected O&M Costs

Sanford WFF Expansion O&M Cost Allocation Example Based on Projected O&M Costs

Hazen

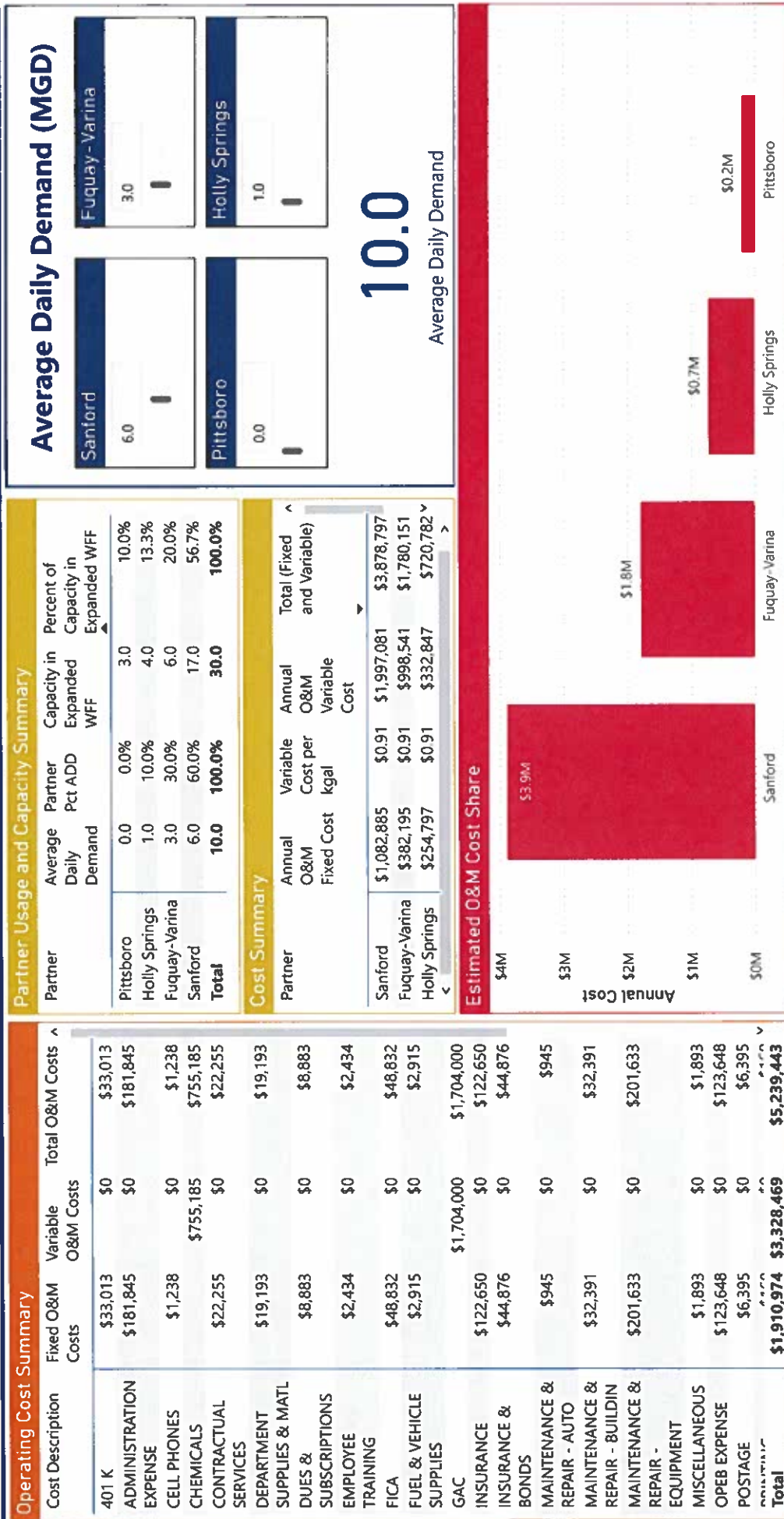


EXHIBIT E
Projected O&M Expenses

Sanford WFF Projected FY2026 O&M Expenses

Summary of FY26 Annual O&M Costs by Type

O&M Cost Description	WFF Facility Capacity	Cost Type	FY2026 Annual Cost Projection
SALARY AND WAGES	Existing	Fixed	\$670,077
401 K	Existing	Fixed	\$33,013
FICA	Existing	Fixed	\$48,832
INSURANCE	Existing	Fixed	\$122,650
RETIREMENT	Existing	Fixed	\$90,762
UNEMPLOYMENT INSURANCE	Existing	Fixed	\$775
OPEB EXPENSE	Existing	Fixed	\$123,648
EMPLOYEE TRAINING	Existing	Fixed	\$2,434
PROFESSIONAL SERVICES	Existing	Fixed	\$84,620
TELEPHONE	Existing	Fixed	\$4,689
CELL PHONES	Existing	Fixed	\$1,238
WIRELESS CONNECTIVITY	Existing	Fixed	\$937
PRINTING	Existing	Fixed	\$160
MAINTENANCE & REPAIR - BUILDING	Existing	Fixed	\$32,391
MAINTENANCE & REPAIR - EQUIPMENT	Existing	Fixed	\$201,633
MAINTENANCE & REPAIR - AUTO	Existing	Fixed	\$945
POSTAGE	Existing	Fixed	\$6,395
FUEL & VEHICLE SUPPLIES	Existing	Fixed	\$2,915
DEPARTMENT SUPPLIES & MATL	Existing	Fixed	\$19,193
UNIFORMS	Existing	Fixed	\$3,915
CONTRACTUAL SERVICES	Existing	Fixed	\$22,255
DUES & SUBSCRIPTIONS	Existing	Fixed	\$8,883
INSURANCE & BONDS	Existing	Fixed	\$44,876
MISCELLANEOUS	Existing	Fixed	\$1,893
ADMINISTRATION EXPENSE	Existing	Fixed	\$181,845
ADMINISTRATION EXPENSE	New	Fixed	\$0
SALARY AND WAGES - Operations	New	Fixed	\$200,000
GAC	New	Variable	\$1,704,000
UTILITIES	Existing	Variable	\$727,154
CHEMICALS	Existing	Variable	\$755,189
SLUDGE REMOVAL	Existing	Variable	\$142,124
TOTAL			\$5,239,441

O&M Cost Projection Unit Cost Assumptions

Cost Assumptions	Value
Annual Escalation of Existing Non-Volume Based	3.0%
Average Daily Production in 2026 (MGD)	10
Utilities (\$/kgal)	\$0.20
Chemicals (\$/kgal)	\$0.21
Sludge Removal (\$/kgal)	\$0.04
GAC-Reactivated (\$/MGD/year)	\$170,400

Sanford WFF 2022 O&M Budget Summary

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	570,192.08
30098110	60000	SALARY AND WAGES	12,322.19
30098110	60000	SALARY AND WAGES	1,643.06
30098110	60002	401 K	28,049.36
30098110	60002	401 K	616.09
30098110	60002	401 K	82.15
30098110	60003	FICA	41,566.56
30098110	60003	FICA	942.62
30098110	60003	FICA	125.69
30098110	60004	INSURANCE	109,496.89
30098110	60005	RETIREMENT	43,779.84
30098110	60005	RETIREMENT	1,398.59
30098110	60005	RETIREMENT	186.49
30098110	60006	UNEMPLOYMENT INSURANCE	207.38
30098110	60008	OPEB EXPENSE	60,700.80
30098110	60100	EMPLOYEE TRAINING	2,455.21
30098110	60200	PROFESSIONAL SERVICES	58,818.67
30098110	61100	TELEPHONE	4,592.37
30098110	611001	CELL PHONES	900.00
30098110	61150	WIRELESS CONNECTIVITY	601.72
30098110	61200	PRINTING	300.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	10,323.55
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	33,013.56
30098110	61700	MAINTENANCE & REPAIR - AUTO	1,058.96
30098110	62000	UTILITIES	540,647.29
30098110	63000	POSTAGE	6,557.36
30098110	63100	FUEL & VEHICLE SUPPLIES	3,352.84
30098110	63200	CHEMICALS	634,163.33
30098110	63300	DEPARTMENT SUPPLIES & MATL	10,944.69
30098110	63600	UNIFORMS	3,177.10
30098110	64400	SLUDGE REMOVAL	109,325.18
30098110	64500	CONTRACTUAL SERVICES	17,952.20
30098110	65300	DUES & SUBSCRIPTIONS	7,545.00
30098110	65400	INSURANCE & BONDS	39,550.68
30098110	65700	MISCELLANEOUS	1,776.36
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	12,500.00
		Total 30098110 UF WATER FILTRATION	2,370,865.86
		Grand Total	2,370,865.86

Sanford WFF 2021 O&M Budget

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	614,717.20
30098110	60000	SALARY AND WAGES	
30098110	60000	SALARY AND WAGES	
30098110	60002	401 K	30,369.19
30098110	60002	401 K	
30098110	60002	401 K	
30098110	60003	FICA	44,698.12
30098110	60003	FICA	
30098110	60003	FICA	
30098110	60004	INSURANCE	114,411.60
30098110	60005	RETIREMENT	97,353.94
30098110	60005	RETIREMENT	
30098110	60005	RETIREMENT	
30098110	60006	UNEMPLOYMENT INSURANCE	111.01
30098110	60008	OPEB EXPENSE	148,994.74
30098110	60100	EMPLOYEE TRAINING	1,301.90
30098110	60200	PROFESSIONAL SERVICES	93,302.00
30098110	61100	TELEPHONE	4,720.47
30098110	611001	CELL PHONES	1,200.00
30098110	61150	WIRELESS CONNECTIVITY	617.26
30098110	61200	PRINTING	0.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	32,149.13
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	300,699.27
30098110	61700	MAINTENANCE & REPAIR - AUTO	676.16
30098110	62000	UTILITIES	523,740.91
30098110	63000	POSTAGE	5,884.36
30098110	63100	FUEL & VEHICLE SUPPLIES	2,160.50
30098110	63200	CHEMICALS	546,297.06
30098110	63300	DEPARTMENT SUPPLIES & MATL	12,706.20
30098110	63600	UNIFORMS	3,678.06
30098110	64400	SLUDGE REMOVAL	101,843.20
30098110	64500	CONTRACTUAL SERVICES	21,650.00
30098110	65300	DUES & SUBSCRIPTIONS	8,450.00
30098110	65400	INSURANCE & BONDS	39,820.34
30098110	65700	MISCELLANEOUS	1,302.01
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	172,280.00
		Total 30098110 UF WATER FILTRATION	2,925,134.63
		Grand Total	2,925,134.63

Sanford WFF 2020 O&M Budget

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	587,189.99
30098110	60000	SALARY AND WAGES	
30098110	60000	SALARY AND WAGES	
30098110	60002	401 K	28,878.41
30098110	60002	401 K	
30098110	60002	401 K	
30098110	60003	FICA	
30098110	60003	FICA	42,825.88
30098110	60003	FICA	
30098110	60004	INSURANCE	103,009.07
30098110	60005	RETIREMENT	99,203.75
30098110	60005	RETIREMENT	
30098110	60005	RETIREMENT	
30098110	60006	UNEMPLOYMENT INSURANCE	1,746.63
30098110	60008	OPEB EXPENSE	119,882.90
30098110	60100	EMPLOYEE TRAINING	2,729.71
30098110	60200	PROFESSIONAL SERVICES	73,431.01
30098110	61100	TELEPHONE	3,185.79
30098110	611001	CELL PHONES	1,200.00
30098110	61150	WIRELESS CONNECTIVITY	1,277.54
30098110	61200	PRINTING	127.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	43,864.21
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	203,732.43
30098110	61700	MAINTENANCE & REPAIR - AUTO	784.16
30098110	62000	UTILITIES	565,745.23
30098110	63000	POSTAGE	4,604.44
30098110	63100	FUEL & VEHICLE SUPPLIES	2,256.48
30098110	63200	CHEMICALS	514,184.41
30098110	63300	DEPARTMENT SUPPLIES & MATL	27,507.68
30098110	63600	UNIFORMS	3,578.82
30098110	64400	SLUDGE REMOVAL	107,757.50
30098110	64500	CONTRACTUAL SERVICES	19,718.42
30098110	65300	DUES & SUBSCRIPTIONS	7,683.00
30098110	65400	INSURANCE & BONDS	40,243.99
30098110	65700	MISCELLANEOUS	1,967.91
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	106,720.00
		Total 30098110 UF WATER FILTRATION	2,715,036.36
		Grand Total	2,715,036.36

ORG	OBJ	ACCOUNT DESCRIPTION	YTD EXPENDED
30098110	60000	SALARY AND WAGES	648,309.00
30098110	60000	SALARY AND WAGES	
30098110	60000	SALARY AND WAGES	
30098110	60002	401 K	32,142.00
30098110	60002	401 K	
30098110	60002	401 K	
30098110	60003	FICA	49,177.00
30098110	60003	FICA	
30098110	60003	FICA	
30098110	60004	INSURANCE	121,462.00
30098110	60005	RETIREMENT	77,784.00
30098110	60005	RETIREMENT	
30098110	60005	RETIREMENT	
30098110	60006	UNEMPLOYMENT INSURANCE	0.00
30098110	60008	OPEB EXPENSE	0.00
30098110	60100	EMPLOYEE TRAINING	4,000.00
30098110	60200	PROFESSIONAL SERVICES	125,000.00
30098110	61100	TELEPHONE	4,800.00
30098110	611001	CELL PHONES	1,200.00
30098110	61150	WIRELESS CONNECTIVITY	1,200.00
30098110	61200	PRINTING	0.00
30098110	61551	MAINTENANCE & REPAIR - BUILDIN	15,000.00
30098110	61600	MAINTENANCE & REPAIR - EQUIPMENT	50,000.00
30098110	61700	MAINTENANCE & REPAIR - AUTO	1,500.00
30098110	62000	UTILITIES	605,584.00
30098110	63000	POSTAGE	5,500.00
30098110	63100	FUEL & VEHICLE SUPPLIES	5,250.00
30098110	63200	CHEMICALS	710,000.00
30098110	63300	DEPARTMENT SUPPLIES & MATL	12,000.00
30098110	63600	UNIFORMS	4,800.00
30098110	64400	SLUDGE REMOVAL	120,000.00
30098110	64500	CONTRACTUAL SERVICES	29,580.00
30098110	65300	DUES & SUBSCRIPTIONS	9,300.00
30098110	65400	INSURANCE & BONDS	47,396.12
30098110	65700	MISCELLANEOUS	3,000.00
30098110	67410	CAPITAL - MACHINERY & EQUIPMT	75,000.00
30098110	67400	CAPITAL - VEHICLES	37,700.00
		Total 30098110 UF WATER FILTRATION	2,796,684.12
		Grand Total	2,796,684.12

Sanford WFF Historic O&M Budget Summary

Historic Sanford WFF O&M Costs By Type

Category	Type	2022	2021	2020	Three Year Avg
SALARY AND WAGES	Fixed	\$584,157	\$614,717	\$587,190	\$595,355
401 K	Fixed	\$28,748	\$30,369	\$28,878	\$29,332
FICA	Fixed	\$42,635	\$44,698	\$42,826	\$43,386
INSURANCE	Fixed	\$109,497	\$114,412	\$103,009	\$108,973
RETIREMENT	Fixed	\$45,365	\$97,354	\$99,204	\$80,641
UNEMPLOYMENT INSURANCE	Fixed	\$207	\$111	\$1,747	\$688
OPER EXPENSE	Fixed	\$60,701	\$148,995	\$119,883	\$109,859
EMPLOYEE TRAINING	Fixed	\$2,455	\$1,302	\$2,730	\$2,162
PROFESSIONAL SERVICES	Fixed	\$58,819	\$93,302	\$73,431	\$75,184
TELEPHONE	Fixed	\$4,592	\$4,720	\$3,186	\$4,166
CELL PHONES	Fixed	\$900	\$1,200	\$1,200	\$1,100
WIRELESS CONNECTIVITY	Fixed	\$602	\$617	\$1,278	\$832
PRINTING	Fixed	\$300	\$0	\$127	\$142
MAINTENANCE & REPAIR - BUILDIN	Fixed	\$10,324	\$32,149	\$43,864	\$28,779
MAINTENANCE & REPAIR - EQUIPMENT	Fixed	\$33,014	\$300,699	\$203,732	\$179,148
MAINTENANCE & REPAIR - AUTO	Fixed	\$1,059	\$676	\$784	\$840
POSTAGE	Fixed	\$6,557	\$5,884	\$4,604	\$5,682
FUEL & VEHICLE SUPPLIES	Fixed	\$3,353	\$2,161	\$2,256	\$2,590
DEPARTMENT SUPPLIES & MATL	Fixed	\$10,945	\$12,706	\$27,508	\$17,053
UNIFORMS	Fixed	\$3,177	\$3,678	\$3,579	\$3,478
CONTRACTUAL SERVICES	Fixed	\$17,952	\$21,650	\$19,718	\$19,774
DUES & SUBSCRIPTIONS	Fixed	\$7,545	\$8,450	\$7,683	\$7,893
INSURANCE & BONDS	Fixed	\$39,551	\$39,820	\$40,244	\$39,872
MISCELLANEOUS	Fixed	\$1,776	\$1,302	\$1,968	\$1,682
CAPITAL - MACHINERY & EQUIPMT	Fixed	\$12,500	\$172,280	\$106,720	\$97,167
UTILITIES	Variable	\$540,647	\$523,741	\$565,745	\$543,378
CHEMICALS	Variable	\$634,163	\$546,297	\$514,184	\$564,882
SLUDGE REMOVAL	Variable	\$109,325	\$101,843	\$107,758	\$106,309
Total		\$2,370,866	\$2,925,135	\$2,715,036	\$2,670,346

Historic Sanford WFF O&M Unit Costs

	2022	2021	2020	Three Year Avg
Fixed	\$1,086,730	\$1,753,253	\$1,527,349	\$1,455,778
Variable	\$1,284,136	\$1,171,881	\$1,187,687	\$1,214,568
Water Produced (MGD)	7,480	7,440	7,498	7,473
Water Produced (MG/year)	2,730	2,716	2,737	2,728
Water Produced (kgal/year)	2,730,200	2,715,600	2,736,770	2,727,523
Total O&M (\$/kgal)	\$0.87	\$1.08	\$0.99	\$0.98
Volume Based O&M (\$/kgal)	\$0.47	\$0.43	\$0.43	\$0.45
Utilities (\$/kgal)	\$0.20	\$0.19	\$0.21	\$0.20
Chemicals (\$/kgal)	\$0.23	\$0.20	\$0.19	\$0.21
Sludge Removal (\$/kgal)	\$0.04	\$0.04	\$0.04	\$0.04

APPENDIX
Current Contacts

EXHIBIT B
DISTRIBUTION MAINS

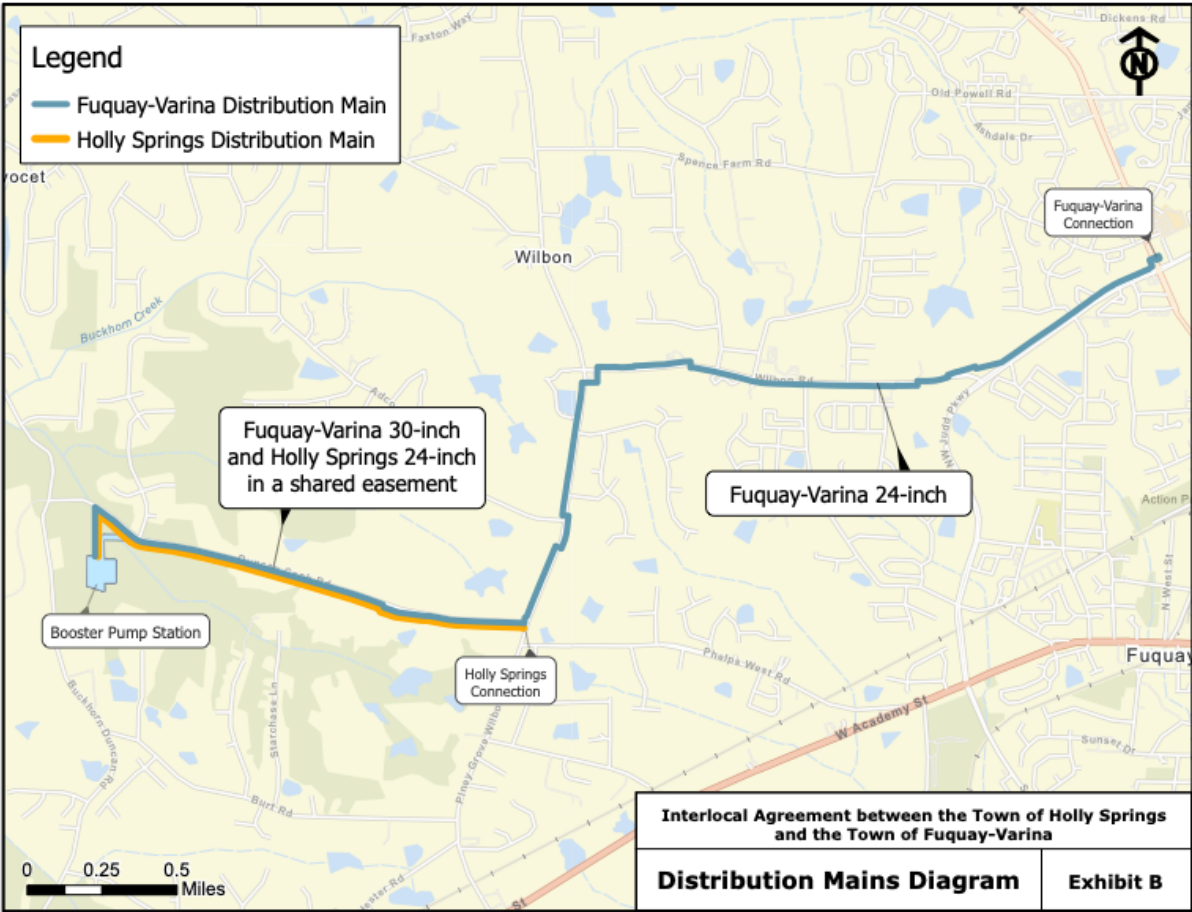


EXHIBIT C
Point of Delivery Diagram

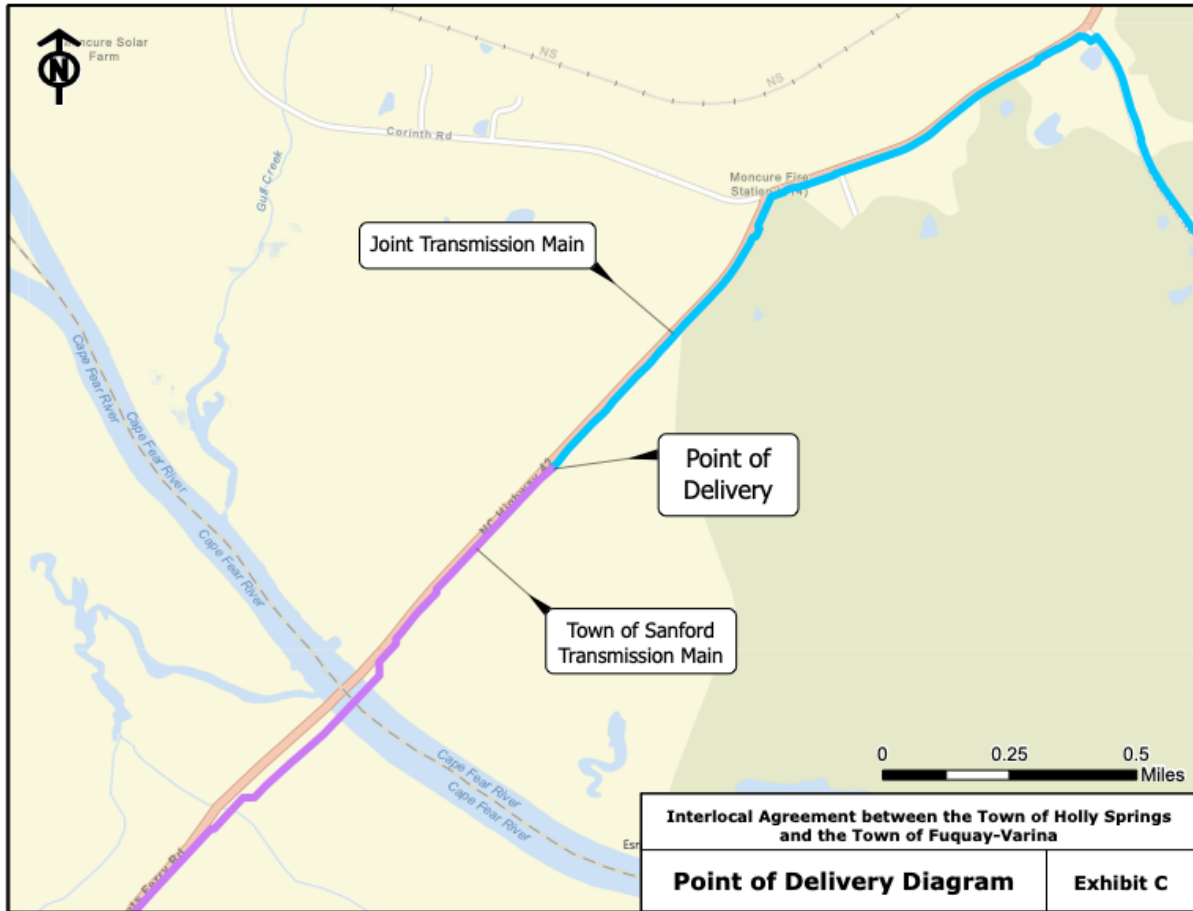


EXHIBIT D

Design MOU

EXHIBIT D
Design MOU

STATE OF NORTH CAROLINA
COUNTY OF WAKE

MEMORANDUM OF UNDERSTANDING
FOR DESIGN OF A POTABLE WATER
CONVEYANCE LINE

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into this 14 day of September, 2022, by and between the TOWN OF FUQUAY-VARINA, a North Carolina Municipal Corporation, herein referred to as "Fuquay-Varina," and the TOWN OF HOLLY SPRINGS, a North Carolina Municipal Corporation, herein referred to as "Holly Springs," each additionally referred to herein as either a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the parties have previously undertaken a study to determine the viability and feasibility of a shared treated water conveyance system ("Transmission Line") from the Sanford Water Treatment Plant to a certain location in Wake County (the "Booster Pump Station" or "BPS"); and

WHEREAS, both entities have previously signed a memorandum of understanding with the City of Sanford to determine if a collaborative water treatment plant expansion is a viable solution for future water treatment needs; and

WHEREAS, the City of Sanford, located in Lee County, currently owns and operates a municipal water treatment plant located at _____ ("Water Filtration Facility" or "WFF"), and Sanford has agreed to produce water for the Parties in such capacity as the Parties each require, and have agreed to deliver such water to the Parties at _____ ("Delivery Point"); and

WHEREAS, the Fuquay-Varina and Holly Springs desire to construct a shared transmission line for treated water from the Delivery Point to the BPS; and,

WHEREAS, a cost sharing arrangement and the utilization of resources and personnel from both entities will maximize the opportunity for a successful program.

NOW, THEREFORE, the Parties hereto agree as follows:

As a result of increasing water demands and projections due to expected population growth, Fuquay-Varina and Holly Springs have determined that additional treated water capacity will be required within the next 25 years. Fuquay-Varina and Holly Springs are currently negotiating a water capacity and water delivery agreement with the City of Sanford, along with others, to finalize the costs, term, Delivery Point, and other financial responsibilities of the parties to that agreement. Concurrently with this process, the Parties seek to enter into this MOU to begin the design of the Transmission Line and other needed appurtenances such as storage facilities, pumping equipment, and other necessary components to deliver the water to from the Delivery Point to the BPS.

1. Program of Work for the Engineering Design Contract

Through a Qualification based selection process consistent with N.C.G. S. § 143-64.31, *et. seq.*, Fuquay-Varina has selected as best qualified the firm of Hazen and Sawyer ("Consultant") for the purpose of designing the Transmission Line. The consultant has proposed a fixed fee contract for the following tasks: Field Investigations, Transmission Line design, Design of the BPS, Hydraulic modeling, permitting, easement and property acquisition assistance, stakeholder engagement, SRF Funding support, bidding and contracting, and project management. The proposed fixed fee for this work is \$6,545,077. A copy of the proposed design contract is attached as Exhibit A.

2. Shared Costs of Engineering Design Contract

To mutually share in the costs of above-described contract, the Parties shall share the fee as follows: 63.2% to Fuquay-Varina, 36.8% to Holly Springs. Fuquay-Varina shall be the contracting authority under the contract, and any subcontracts necessary to complete the design and permitting of the Transmission Line. Upon receipt of payment requests by the Consultant, Fuquay Varina shall contemporaneously forward an electronic copy to Holly Springs. Holly Springs shall transmit to Fuquay Varina 36.8% of each payment request that is mutually approved by the Parties. In the event of a dispute as to the propriety of the charge on the pay request, the Parties shall attempt to negotiate a resolution in good faith in order that the project not be delayed. Such good-faith negotiation shall include payment of any disputed charge with reservation of rights to contest the charge at a later date, by indicating such reservation to the Party's contact listed in Section 6.

3. Term of the MOU

This MOU is effective upon full execution by the Parties, and will remain in full force and effect for so long as necessary to complete the design work and bring a successful completion to the work of the Consultant, unless the Parties terminate pursuant to Section 4 below.

4. Termination

Once the Consultant's contract is executed, neither party may unilaterally terminate the obligations under this agreement without first relieving Fuquay Varina of its obligations under the Consultant's contract. As such, the Parties would have to mutually agree to any termination. In addition, if either party fails to fulfill in timely and proper manner the obligations under this MOU or obligations under the Consultant's contract, for any reason, the other party shall have the right to terminate this MOU, by giving written notice, and the termination will be effective upon receipt.

5. Meetings

To accomplish these objectives, the Parties' Staff may meet once per month for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding. Holly Springs staff shall have the right to (i) receive proper notice and attend any meeting held by the Consultant under its contract; and (ii) receive any written communication and a

summation of any important oral communication regarding the work that is the subject of the Consultant's contract.

6. Notice

All notices or other communications arising hereunder shall be sent to the following:

Town of Fuquay-Varina
Attn: Michael Wagner, Public
Utilities Director
134 N. Main Street
Fuquay-Varina, NC 27526
Phone 919-567-3911
email: mwagner@fuquay-varina.org

Town of Holly Springs
Attn: Kendra Parrish, Executive Director
of Utilities & Infrastructure Services
128 S. Main Street
Holly Springs, NC 27540
Phone 919-577-3150
email: kendra.parrish@hollyspringsnc.us

7. Amendment

Any amendment to this MOU to be effective, must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing MOU.

8. No Waiver of Immunity

Nothing herein shall be construed to mandate purchase of insurance by either Party, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against either Party, for any reason, if otherwise available as a matter of law.

Nothing herein shall be construed to mandate purchase of insurance by either Party, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against either Party, for any reason, if otherwise available as a matter of law.

9. Non-Appropriation

Fuquay-Varina and Holly Springs are governmental entities, and the MOU validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this MOU, then this MOU shall automatically expire without penalty to either party.

In the event of a legal change in either party's statutory authority, mandate, and mandated functions, which adversely affects the authority to continue performing obligations under this MOU, then this MOU shall automatically expire without penalty to either party.

By executing this MOU, each Party is certifying for the purposes of a pre-audit requirement that it has and will maintain sufficient funds to satisfy its obligations under this MOU and

the Consultant's contract. In the event of a breach of this provision, the breaching Party shall indemnify and hold harmless the non breaching Party for any losses or expenses spent in reliance of this section.

10. No Third-Party Beneficiaries

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

11. Applicable Law

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

12. Relationship of Parties

Fuquay-Varina and Holly Springs are, and shall remain independent contractors, with respect to any service or function performed under this MOU. Except as provided for in this MOU, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent, or employee of the other party, for any purpose. Nothing under this MOU is intended or should be construed in any manner, to create a partnership or venture between the Parties. Each party agrees that it will obey all State and Federal statutes, rules, and regulations which are applicable to any responsibility or duty outlined herein.

13. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this MOU, this MOU and all materials submitted by the parties to one another are subject to the public records laws of the State of North Carolina and it is the responsibility of the submitting party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials to the other party. The parties understand and agree that the Parties may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this MOU. To the extent that any other provisions of this MOU conflict with this paragraph, the provisions of this section shall control.

14. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this MOU, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the MOU must take reasonable measures and implement reasonable protections when a weather event, otherwise defined as a force majeure event, is forecast to be eligible

to be excused from the performance otherwise required under this MOU by this provision.

15. Non-Discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this MOU.

16. Advertising

The parties shall not use the existence of this MOU, or the name of the other, as part of any advertising without the prior approval of the other party.

17. Miscellaneous

The Parties shall be responsible for the proper custody and care of any property furnished or purchased by the other party for use in connection with the performance of this MOU, and will reimburse the other party for the replacement value of its loss or damage.

18. Severability

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

19. Counterparts

This MOU may be executed in several counterparts, each of which shall be deemed an original.

20. Incorporation of Documents/Complete Agreement

This MOU, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, or Agreements.

21. Audit Rights

Each Party shall have the right to audit the books and records of the other to ensure compliance with: (i) the terms of this MOU; (ii) the terms of the Consultant's contract; and (iii) any other applicable rule or law regarding generally acceptable accounting principles in relation to local government accounting.

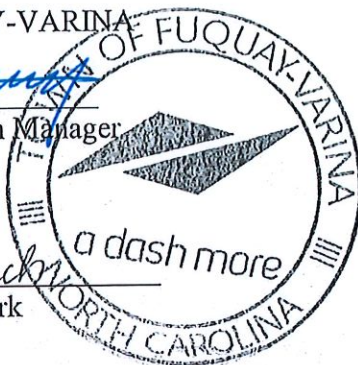
IN WITNESS WHEREOF, being duly authorized, Fuquay-Varina has executed the foregoing with the signature of its Town Manager, attested by its Clerk, with the official seal affixed, and, being duly authorized, Holly Springs has executed with the signature of its Town Manager, attested by its Town Clerk, with the official seal affixed, the day and year first above written.

TOWN OF FUQUAY-VARINA

By: [Signature]
Adam Mitchell, Town Manager

ATTEST:

By: Rose H. Rich
Rose Rich, Town Clerk
(Affix Seal)



THIS INSTRUMENT APPROVED AS TO FORM:

[Signature]
James Adcock, Town Attorney

TOWN OF HOLLY SPRINGS

By: [Signature]
Randy Harrington, Town Manager

ATTEST:

By: Linda C. McKinney
Linda McKinney, Town Clerk
(Affix Seal)



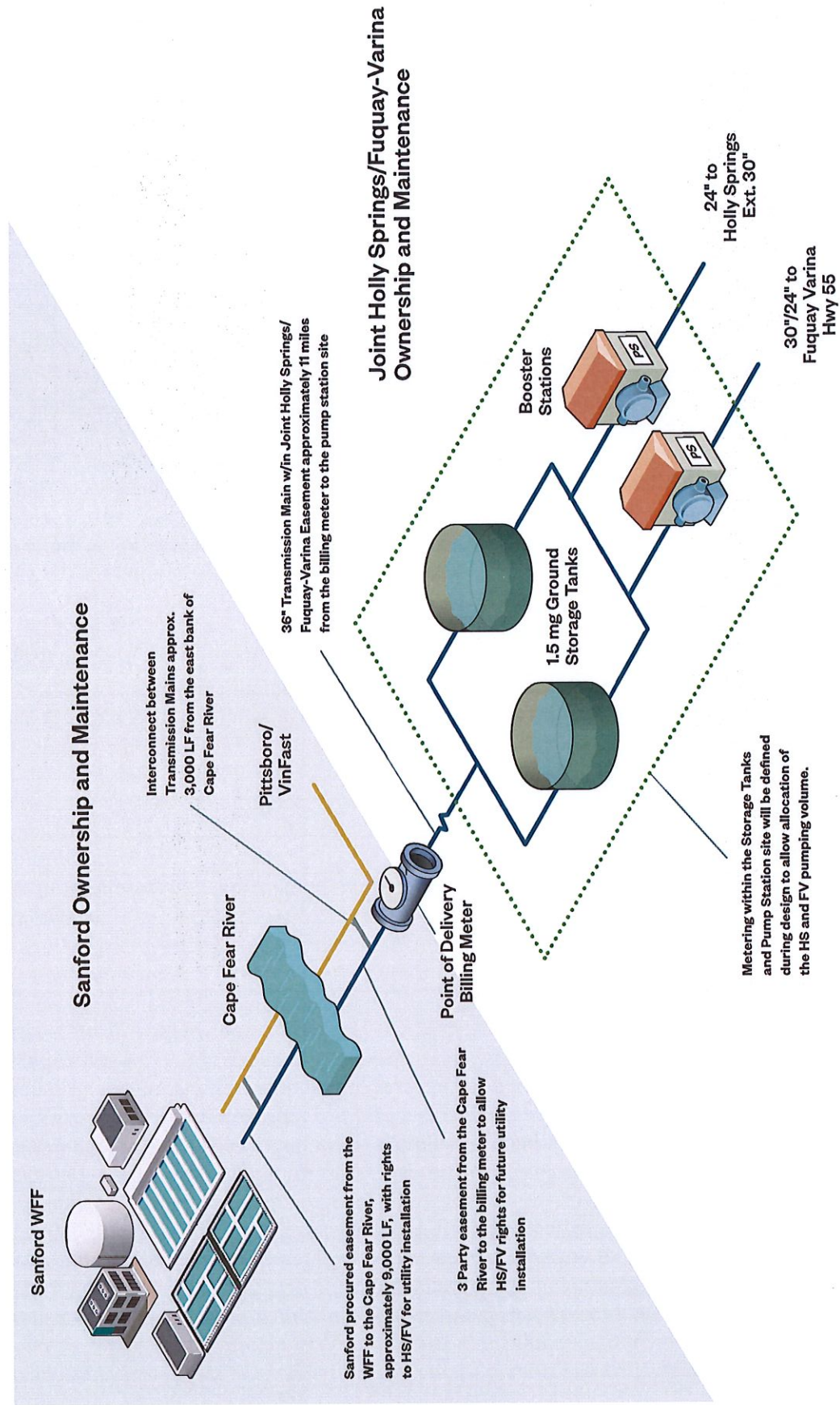
[Signature]
John Schifano, Town Attorney

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

By: Nicole Stevens
JoAnne Crabtree, Finance Director
Nicole Stevens Asst.

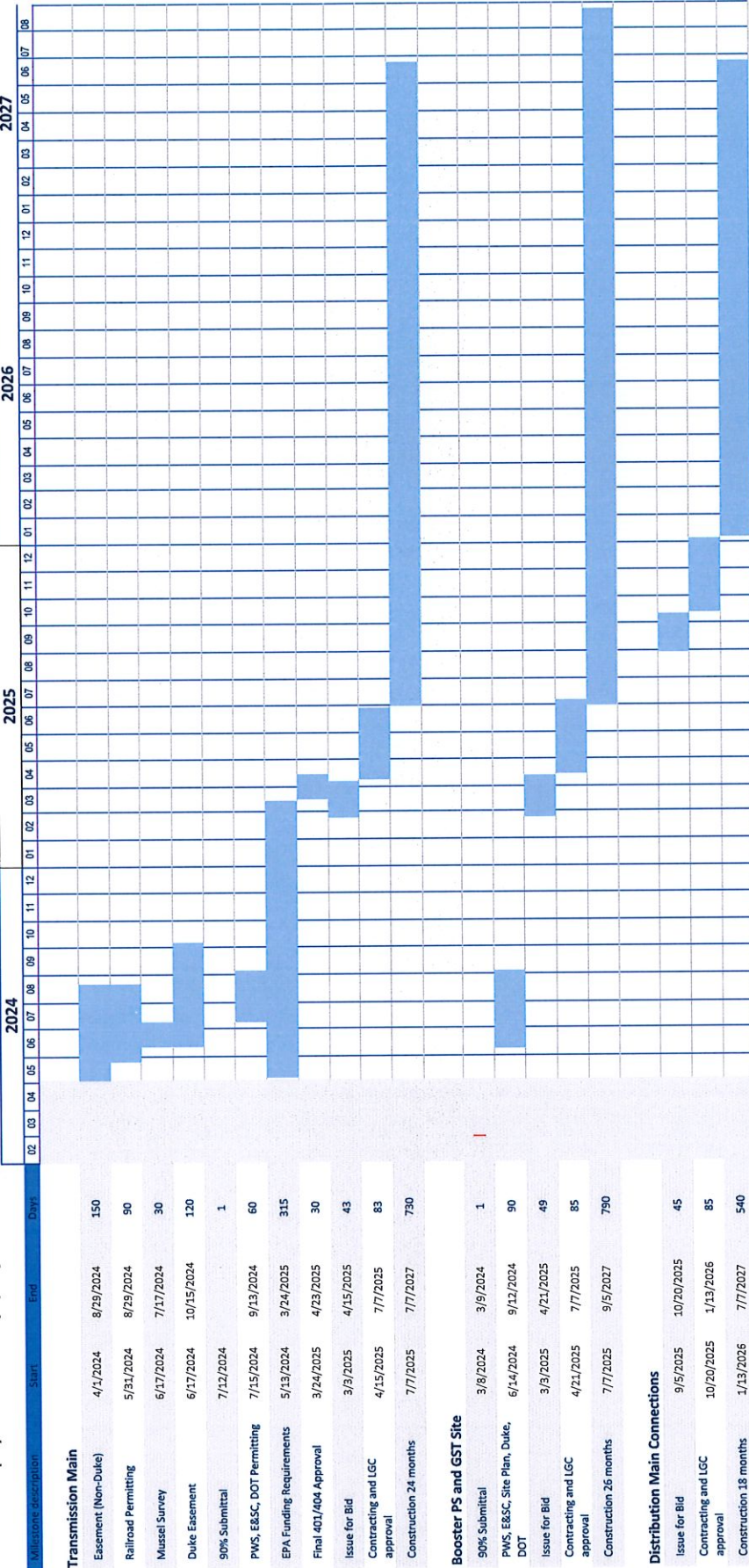
By: [Signature]
Antawn Morrison, Finance Director
Antwan

Sanford WFF Conveyance to Fuquay-Varina and Holly Springs Transmission Main Ownership and Maintenance



Project: Sanford WFF Conveyance to Fuquay-Varina and Holly Springs - May 10, 2024 Schedule

Towns of Fuquay-Varina and Holly Springs



Cost Estimate 1.9.2024

The table below is the updated total project cost summary. This table has been updated to include the 60% Booster Pump Station and Ground Storage Tank Site discussed this morning. The increase from the 30% estimate to the 60% was about \$2.5M. This increase is attributable to a larger building needed to accommodate the electrical and HVAC equipment as well as updated pricing for electrical equipment.

Items	Total	Fuquay-Varina Cost	Holly Springs Cost	Split
Construction and Easement Costs (with 5% PC)				
Transmission Main - 60% Takeoff - September 2023	\$74,964,750	\$46,852,969	\$28,111,781	62.5%/37.5%
BPS and GST - 60% OPCC - January 2024	\$22,613,850	\$11,306,925	\$11,306,925	50%/50%
Fuquay-Varina Distribution - Takeoff September 2023	\$15,390,375	\$15,390,375	\$0	none
Holly Springs Distribution - Takeoff September 2023	\$3,934,980	\$0	\$3,934,980	none
Easements - Transmission Main	\$1,540,800	\$963,000	\$577,800	62.5%/37.5%
Easements - Distribution Connections	\$820,800	\$720,000	\$100,800	none
Engineering Design and CA/CO Costs (no increase)	\$11,492,000	\$7,485,000	\$4,007,000	62.5%/37.5%
Construction Escalation – 10%	\$11,690,396	\$7,355,027	\$4,335,369	none
Total	\$142,447,951	\$90,073,296	\$52,374,655	

EXHIBIT E
Contact Information

TOWN OF FUQUAY-VARINA

Title	Name	Office Phone	Cell Phone
Town Manager	Adam Mitchell	919-552-1401	
Assistant Town Manager	Jim Seymour	919-567-3919	
Town Attorney	James Adcock	919-552-2929	
Finance Director	JoAnne Crabtree	919-552-1438	
Public Utilities Director	Mike Wagner	919-567-3911	919-272-7826
Assistant Public Utilities Director	Heather Adams	919-294-7170	919-946-1426

TOWN OF HOLLY SPRINGS

Title	Name	Office Phone	Cell Phone
Town Manager	Randy Harrington	919-557-3924	
Town Attorney	John Schifano	919-577-2917	919-708-8082
Finance Director	Tina Stroupe	919-577-3912	
Executive Director – Utilities & Infrastructure	Kendra Parrish	919-557-3935	919-524-0848
Deputy Director – Utilities & Infrastructure	Seann Byrd	919-577-3151	



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Interlocal Agreement (ILA) with Fuquay-Varina for the Alston Ridge Greenway

Strategic Priority Area: Vibrant Community

Staff Resource: LeeAnn Plumer, Parks & Recreation, John Schifano, Town Attorney

Action(s):

Adopt Resolution 24-24 to approve the Interlocal Agreement (ILA) between the Town of Holly Springs and the Town of Fuquay-Varina for the purpose of creating the Alston Ridge Greenway which will connect two separate greenways located in each town.

Explanation:

- In alignment with the Holly Springs Comprehensive Transportation Plan (CTP) and the Greenways Master Plan; the Town of Fuquay-Varina is planning to construct a connector greenway to be known as the Alston Ridge Greenway.
- This approximately half-mile trail will connect the Basal Creek Greenway (in Fuquay-Varina) to the Carl Dean Greenway (in Holly Springs) along the Bass Lake Park property.
- All costs associated with constructing the project will be at the Town of Fuquay-Varina's sole expense.
- As part of the ILA, the Town of Holly Springs is granting approximately 0.5 acres for a temporary construction easement and 0.7 acres of ground disturbance for the actual placement of the paved greenway and boardwalk on or near Bass Lake Park property.
- The ILA further outlines ownership and maintenance responsibilities which will remain with each town relative to the respective locations of each town's jurisdictional boundaries.

Background:

- The Alston Ridge Greenway would provide an additional recreational resource for the public in Bass Lake Park, consistent with the intended use of the property and also improve access for the public to Bass Lake Park and the Town of Holly Springs' trail system from points to the south within the Town of Fuquay-Varina.
- The construction of this greenway connector furthers the goal to create regional interconnectivity via a networked trail system.

Funding Source(s):

N/A

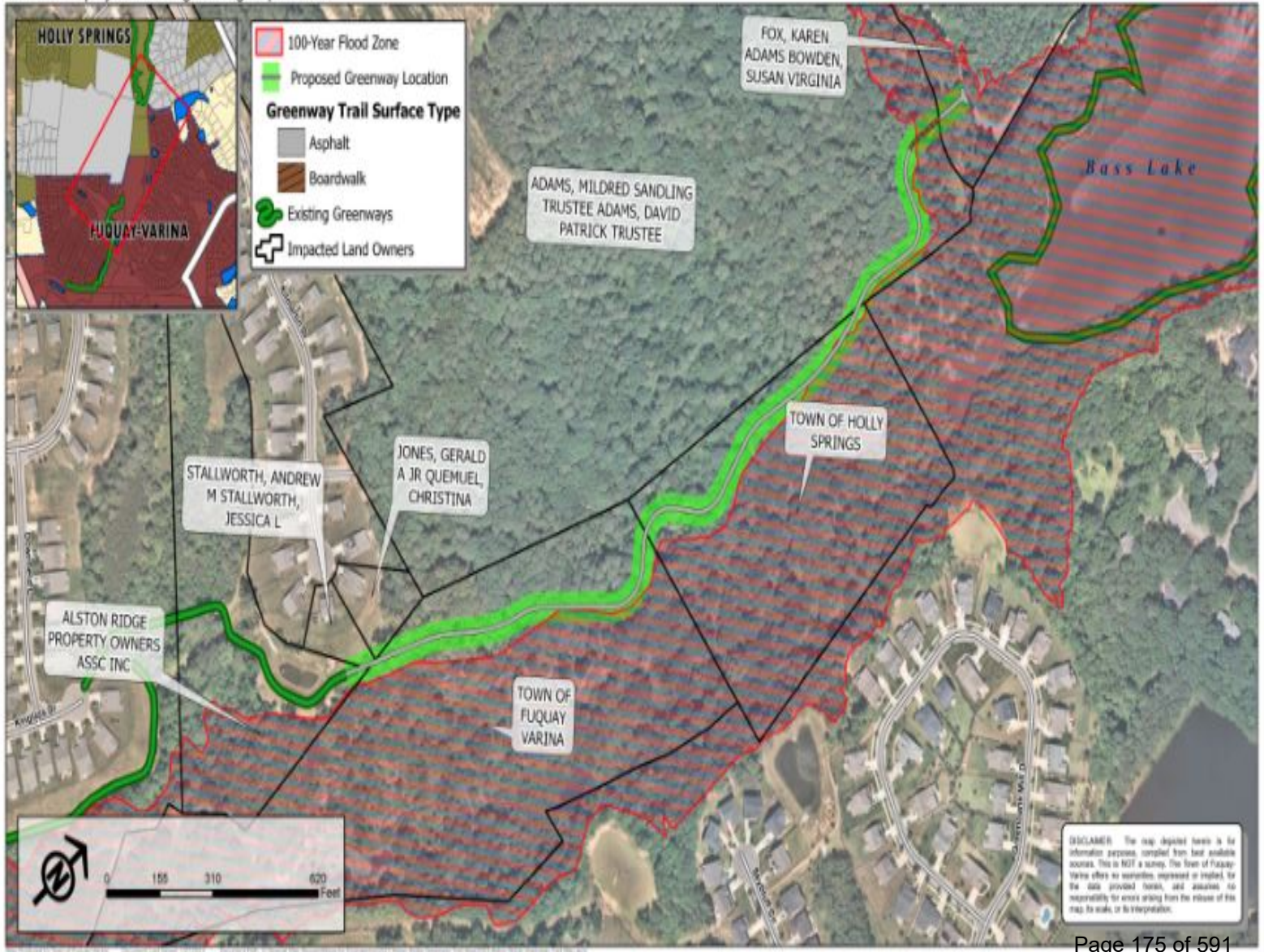
Attachment(s):

1. Trail map to Bass Lake
2. Resolution for the Alston Ridge Greenway with the Town of Fuquay-Varina

3. Holly Springs Fuquay Varina Agreement to Alston Ridge Greenway Final Draft 6 27 24

Alston Ridge Greenway Trail Map (2023)

Town of Fuquay-Varina Engineering Department





Resolution No. 24-23

Date Adopted: July 16, 2024

Effective Date: July 16, 2024

RESOLUTION OF THE TOWN COUNCIL OF HOLLY SPRINGS, NORTH CAROLINA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HOLLY SPRINGS AND THE TOWN OF FUQUAY-VARINA FOR THE JOINT OWNERSHIP, MANAGEMENT, MAINTENANCE AND OPERATION OF A GREENWAY TO BE KNOWN AS THE ALSTON RIDGE GREENWAY (THE "INTERLOCAL AGREEMENT").

WHEREAS, the Town of Holly Springs, North Carolina (the "*Town*") is a validly existing municipal corporation of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*"); and

WHEREAS, the Town and the Town of Fuquay-Varina, desire to connect two jurisdictional greenways known in Holly Springs as the Carl Dean Greenway and known in Fuquay-Varina as the Basal Creek Greenway via a new connector to be known as the Alston Ridge Greenway; and

WHEREAS, the Town will allow contractors and agents to access an approximately .5 acres for a temporary construction easement and to dedicate approximately .7 acres of ground disturbance on Bass Lake Park property to construct the proposed greenway and associated boardwalk; and

WHEREAS, the construction and completion of the Alston Ridge Greenway is in alignment with the Towns' Comprehensive Transportation Plans (CTP) and the Greenway Master Plans; and

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an interlocal agreement, to be dated on or about July 16, 2024, to undertake the Project with the Town of Fuquay-Varina, each a validly existing municipal corporation of the State, existing as such under and by virtue of the Constitution, statutes and laws of the State (altogether, the "*Municipalities*"); and

WHEREAS, copies of the Interlocal Agreement have been made available to the Town Council and the public, which the Town Council proposes to approve, enter into and deliver, to effectuate the proposed undertakings; and,

WHEREAS, it appears that each of the Instruments is in an appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:

Ratification. The Town Council hereby ratifies by resolution the Interlocal Agreement.

Authorization to Execute the Instruments. The form and content of the Interlocal Agreement is hereby in all respects authorized, approved and confirmed, and the Mayor, the Town Clerk and the Town Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Interlocal Agreement, including necessary counterparts, in substantially the form and content presented to the Town Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Interlocal Agreement presented to the Town Council. From and after the execution and delivery of the Interlocal Agreement, the Mayor, the Town Clerk, the Town Manager, the Town Attorney, the Parks and Recreation Director and the Finance Director of the Town (the "*Authorized Officers*"), individually and collectively, are hereby authorized, empowered and directed, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

Town Representative. The Authorized Officers, individually and collectively, are each hereby designated as the Town's representative to act on behalf of the Town in connection with the undertakings contemplated by the Interlocal Agreement. The Authorized Officers and/or designee or designees are in all respects authorized on behalf of the Town to supply all information pertaining to the Town for use in the undertakings contemplated by the Interlocal Agreement. The Authorized Officers or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the undertakings contemplated by the Interlocal Agreement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Interlocal Agreement.

Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Repealer. All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Effective Date. This Resolution is effective on the date of its adoption.

Adopted by the Holly Springs Town Council on this, the 16th day of July 2024.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

AGREEMENT TO CONSTRUCT AND MAINTAIN ALSTON RIDGE GREENWAY

BY AND BETWEEN

**THE TOWN OF FUQUAY-VARINA
&
THE TOWN OF HOLLY SPRINGS**

THIS AGREEMENT (“Agreement”) is made by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation hereafter referred to as “Holly Springs,” and the **TOWN OF FUQUAY-VARINA**, a North Carolina Municipal corporation hereafter referred to as “Fuquay-Varina.” Holly Springs and Fuquay-Varina shall be collectively referred to as “the Towns.” This Agreement is entered for the purpose of connecting two separate greenways respectively located within the jurisdictions of Holly Springs and Fuquay-Varina with a connector greenway section to be known as the “Alston Ridge Greenway.” This Agreement shall become effective as of the date that all signatures appearing at the end of this Agreement have been executed.

WITNESSETH:

WHEREAS, Fuquay-Varina owns and maintains a greenway known as the Basal Creek Greenway with a terminus at or near Kilmartin Drive in Fuquay-Varina as shown in Book of Maps 2015, Page 01224; and,

WHEREAS, Holly Springs owns and maintains a greenway known as the Carl Dean Greenway near Bass Lake Park in Holly Springs. Bass Lake Park is also owned and maintained by Holly Springs; and,

WHEREAS, the Towns want to connect the Basal Creek Greenway northward such that it connects to the Carl Dean Greenway by constructing the connector to Alston Ridge Greenway; and

WHEREAS, portions of the Alston Ridge Greenway will be located in the jurisdiction, or the extra-territorial jurisdiction (“ETJ”), of Fuquay-Varina (“Fuquay-Varina Portion”) and portions of the proposed greenway will be located in the jurisdiction or ETJ of Holly Springs (“Holly Springs Portion”); and,

WHEREAS, portions of the Alston Ridge Greenway will cross property that is currently privately owned; and

WHEREAS, the Towns estimate the following impacts to Holly Springs Bass Lake Park: that approximately .5 acres of temporary easement will be required for Fuquay Varina to allow contractors and other agents to access the construction of the Holly Springs Portion of the proposed

greenway, that approximately .7 acres of ground disturbance will be required to construct the appropriate surface and grade on which to pave the proposed greenway, that approximately 8500 square feet of impervious asphalt paved area will be installed in and about 400 square feet of boardwalk will be installed in Holly Springs Bass Lake Park; and

WHEREAS, it is beneficial to the Towns to construct and coordinate the completion of the Alston Ridge Greenway for the provision of additional recreational resources for the citizens of both Towns; and

WHEREAS, the construction and completion of the Alston Ridge Greenway is in alignment with the Towns' Comprehensive Transportation Plans ("CTP") and Greenways Master Plans; and

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, which are incorporated by reference as if set forth below, the Towns agree as follows:

1. DESIGN AND CONSTRUCTION:

- a. Responsibility: Subject to Paragraph 4(b) of this Agreement and subject to the consent of Holly Springs as to the greenway design and construction timetable, Fuquay-Varina shall be responsible for the complete design and construction of the Alston Ridge Greenway, including but not limited to all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure a complete, fully functional greenway.
- b. Applicable Standards and Regulatory Oversight: The Alston Ridge Greenway shall be built and operational in accordance with all applicable Fuquay-Varina (for the Fuquay-Varina Portion), Holly Springs (for the Holly Springs Portion), State and Federal standards, and in accordance with approved plans for the Alston Ridge Greenway. Specifically, the Holly Springs Portion of the Alston Ridge Greenway shall be constructed by Fuquay-Varina in compliance with all standards, ordinances, agreements and other requirements applicable in Holly Springs, which shall include but not be limited to requirements contained in (1) a conservation easement between Holly Springs and the State of North Carolina recorded on December 17, 2003 in the Wake County Register of Deeds at Book 010593, Pages 01418-01427 (attached hereto and incorporated herein as Exhibit A), (2) an Amendment to Conservation Easement between Holly Springs and the State of North Carolina recorded on April 30, 2013 in the Wake County Register of Deeds at Book 015249, Pages 00657 (attached hereto and

incorporated herein as Exhibit B), and (3) a December 17, 2023 Memorandum of Understanding between Holly Springs and the State of North Carolina (attached hereto and incorporated herein as Exhibit C). For the Holly Springs Portion of the Carl Alston Greenway, Fuquay-Varina shall be subject to the regulatory oversight of Holly Springs. Additionally, the Holly Springs Portion of the Alston Ridge Greenway shall be subject to all Holly Springs' policies and procedures regarding acceptance of infrastructure. The Alston Ridge Greenway plans and construction drawings are attached hereto as Exhibit D.

2. **DESIGN AND CONSTRUCTION COSTS:** Fuquay-Varina shall bear all costs associated with the design and construction of the Alston Ridge Greenway, including the Holly Springs Portion of the Alston Ridge Greenway and all land acquisition costs and expenses incurred by Holly Springs.
3. **CONSTRUCTION SITE ACCESS:** A temporary closure of the Carl Dean Greenway, or any other greenway or trail in Holly Springs, is not anticipated during the construction of the Alston Ridge Greenway. Holly Springs shall grant Fuquay-Varina site access to construct the Holly Springs Portion of the Alston Ridge Greenway in accordance with all statutes, ordinances, or other legal authorities applicable to Holly Springs. Site access for constructing the Holly Springs Portion of the Alston Ridge Greenway will not be unreasonably withheld by Holly Springs.
4. **EASEMENTS OR OTHER LAND RIGHTS:**
 - a. Fuquay-Varina Portion of the Alston Ridge Greenway: Fuquay-Varina shall acquire all necessary rights of way and/or easements ("Rights of Way") for the Fuquay-Varina Portion of the Alston Ridge Greenway. If Fuquay-Varina is unable to acquire the necessary Rights of Way, it shall institute condemnation proceedings to acquire them. Acquisition and funding for all necessary Rights of Way in the Fuquay-Varina Portion of the Alston Ridge Greenway shall be the sole responsibility of Fuquay-Varina.
 - b. Holly Springs Portion of the Alston Ridge Greenway: Fuquay-Varina, on behalf of Holly Springs shall acquire the necessary Rights of Way for the Holly Springs Portion of the Alston Ridge Greenway. If Fuquay-Varina is unable to acquire necessary Rights of Way for market value for the construction of the Holly Springs Portion of the Alston Ridge Greenway by negotiation, Fuquay-Varina and Holly Springs shall jointly institute condemnation proceedings to acquire the Rights of Way and jointly participate in settlement negotiations, mediations, hearings, and trial. Fuquay-Varina shall pay one hundred percent (100%) of the costs to acquire the Rights of Way, including any fees such as appraisal fees, expert witness fees, and court fees.
5. **OWNERSHIP:** The Fuquay-Varina Portion of the Alston Ridge Greenway shall be owned by Fuquay-Varina. The Holly Springs Portion of the Alston Ridge Greenway shall be owned by Holly Springs.
6. **MAINTENANCE:** Each Town shall regularly maintain their respective portion of the Alston Ridge Greenway in a manner that is safe and beneficial to the public,

aesthetically pleasing and in accordance with all applicable standards, specifications, and requirements. Each Town shall bear the cost of maintenance for its specific portion of the Alston Ridge Greenway.

7. **HOLD HARMLESS and INDEMNIFICATION:** Subject to Paragraph 3 of this Agreement, while constructing the Alston Ridge Greenway, Fuquay-Varina shall operate under permission to encroach onto Holly Springs' Rights of Way for the Holly Springs Portion of the Alston Ridge Greenway and shall hold the Town harmless. Fuquay-Varina agrees to protect, defend, indemnify and hold Holly Springs and its officers, employees and agents (collectively, "Indemnified Parties") free and harmless from and against any and all direct and actual losses, penalties, damages, settlements, costs, charges, liens, professional fees, or other expenses or liabilities caused by Fuquay-Varina or its contractors or agents entry onto and performance of work on the Holly Springs Rights of Way in connection with the design and construction of the Alston Ridge Greenway and not resulting from the gross negligence or intentional misconduct of any of the Indemnified Parties ("Indemnified Matters"). Fuquay-Varina further agrees to investigate, handle, provide defense for and respond to, any claims pertaining to Indemnified Matters at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.
8. **REGULATORY APPROVAL:** It shall be the responsibility of the Fuquay-Varina to ensure that all regulatory approvals for the Alston Ridge Greenway are in place before beginning construction.
9. **NOTICE:** 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.

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: ALSTON RIDGE
GREENWAY

FOR FUQUAY-VARINA:

Adam G. Mitchell
Town Manager
134 North Main Street
Fuquay-Varina, NC 27526
Reference: ALSTON RIDGE
GREENWAY

10. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Both Towns consent to the jurisdiction of Wake County.

11. The section and subsection headings in this Agreement have been included for convenience only and are not part of the Agreement and shall not be taken as an interpretation of any provision of this Agreement.
12. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Town. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions contemplated by this Agreement to the greatest extent possible.
13. This Agreement constitutes the entire agreement between the Towns with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the parties.
14. Exhibit List: The following exhibits are hereby incorporated by reference:
 - EXHIBIT A: Conservation Easement between Holly Springs and the State of North Carolina
 - EXHIBIT B: Amendment to Conservation Easement between Holly Springs and the State of North Carolina
 - EXHIBIT C: Memorandum of Understanding between Holly Springs and the State of North Carolina
 - EXHIBIT D: Plans and Construction Drawings

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(Town Seal)

TOWN OF HOLLY SPRINGS

BY:

Randy J. Harrington, Town Manager

ATTEST:

[] Linda McKinney, Town Clerk
[] Kathryn White, Deputy Town Clerk

(DATE)

This document is sufficient as to form.

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

John P. Schifano, Town Attorney

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 _____, 2024.

Notary Public

My Commission Expires:

Date: _____

_____, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: _____

(Town Seal)

TOWN OF FUQUAY-VARINA

BY:

Adam G. Mitchell, Town Manager

ATTEST:

[] Rose Rich, Town Clerk
[] Teresa Wilder, Deputy Town Clerk

(DATE)

This document is sufficient as to form.

James S. Adcock III, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

JoAnne Crabtree, 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 Fuquay-Varina, 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 _____, 2024.

Notary Public

My Commission Expires:

Date: _____

_____, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: _____

EXHIBIT A

Conservation Easement between Holly Springs and the State of North Carolina

EXHIBIT A

WAKE COUNTY, NC 443
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 12/17/2003 AT 14:41:06

BOOK:010593 PAGE:01418 - 01427

CONSERVATION EASEMENT

Prepared by/ Return to
 John Schifano
 PO Box 8, Holly Springs NC 27540
 STATE OF NORTH CAROLINA

PIN: 0658775872

COUNTY OF WAKE

BASS LAKE PROPERTY

THIS CONSERVATION EASEMENT ("**Conservation Easement**") is made on this 16 day of December 2003, by and between TOWN OF HOLLY SPRINGS, a municipal corporation organized and existing under the laws of North Carolina, with an address at P.O. Box 8, Holly Springs, North Carolina 27540 ("**Grantor**") and the STATE OF NORTH CAROLINA, with its address c/o State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321 ("**State**" or "**Grantee**"), acting solely through the North Carolina Clean Water Management Trust Fund, with its address at 1651 Mail Service Center, Raleigh, NC 27699-1651 ("**Fund**").

RECITALS & CONSERVATION PURPOSES

A. Grantor is the sole owner in fee simple of the property containing 86.644 acres, in Holly Springs Township, Wake County, State of North Carolina and being all of that certain tract as more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("**Property**").

B. The State of North Carolina will be the Grantee and Holder of this Conservation Easement.

C. **WHEREAS**, Grantor has agreed to set aside 84.785 acres of the Property (as described herein below and hereinafter referred to as the "**Easement Area**") for the purpose of creating a Conservation Easement to preserve, enhance, restore, and maintain the natural features and resources of the Easement Area, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediment (hereinafter the "**Conservation Values**").

D. The Easement Area is depicted as Tracts A and C on a survey dated October 06, 1999 entitled "Survey For: Town of Holly Springs", prepared by James W. Mauldin, P.L.S., and further described in Exhibit B attached hereto and by this reference incorporated herein.

E. Grantor and Grantee recognize that the Easement Area is comprised of Bass Lake and its tributaries which are located in the Basal Creek Watershed Buffer, and has been designated as an *Outstanding Resource Water* by the State of North Carolina, and further deemed by the State of North Carolina to qualify as a riparian buffer, addressing the cleanup and prevention of pollution of the State's surface waters, and the establishment of a network of riparian buffers. Moreover, Grantor and Grantee recognize that the Easement Area has other conservation values including fish and wildlife conservation, open space and scenic values.

F. The Clean Water Management Trust Fund ("**Fund**") is an agency of the State of North Carolina and is authorized by Article 13A, Chapter 113 of the North Carolina General Statutes to finance projects and to acquire land and interests in land, including conservation

easements for riparian buffers for the purpose of providing environmental protection for surface waters and urban drinking water supplies.

G. Grantor has received a grant from the Fund identified as Grant Agreement No. 1998B-405 (“**Grant Agreement**”) for partial funding of acquisition of the Property in consideration of which Grantor has agreed that the Easement Area will be conserved and managed in a manner that will protect the quality of waters of Bass Lake and Basal Creek and their tributaries, and otherwise promote the public purposes authorized by Article 13A, Chapter 113 of the N.C.G.S

H. Grantor, State and Fund (collectively referred to herein as the “**Parties**”) intend that the conservation and water quality values of the Easement Area in its present state will be preserved and maintained according to those purposes set forth by said Grant Agreement entered into between the Grantor and the Clean Water Management Trust Fund dated 6th day of October 1999 as amended by a new Grant Agreement dated 17th day of September 2002 incorporated herein by reference, and available for inspection in the offices of the North Carolina Department of Environment and Natural Resources, Grantor and the Clean Water Management Trust Fund.

I. The Parties acknowledge that the characteristics of the Easement Area, its current use and state of improvement are described in **Exhibit C**, which is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values; the Exhibit C is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Easement Area if there is a controversy over its use.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, a Deed of Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Easement Area, together with the right to preserve and protect the conservation values thereof as described in the Recitals herein.

The purposes of this Conservation Easement are to provide environmental protection for surface waters and to protect the wildlife and natural heritage values and it shall be so held, maintained, and used therefore. It is the further purpose of this Conservation Easement to prevent any use of the Easement Area that will significantly impair or interfere with the preservation of said conservation values. Grantor intends that this Conservation Easement will restrict use of the Easement Area to such activities as are consistent with the purposes of conservation.

ARTICLE I. DURATION OF THIS CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its representatives, successors, assigns, lessees, agents and licensees.

ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves certain rights accruing from ownership of the Property and Easement Area, including the right to engage in or permit others to engage in uses of the Easement Area that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by Grantors are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the conservation purposes of this Conservation Easement. The following rights are expressly reserved:

A. Passive Recreational Use. Grantor reserves the right to engage and to permit others to engage in passive recreational uses of the Easement Area as indicated by Grantor’s “Recreational Facilities and Open Space Master Plan” dated April 4, 2000, and any Fund approved amendments thereto, requiring minimal surface alteration of the land, so long as related alterations, construction, improvements, maintenance, activities and uses pose no threat to the conservation values of the Easement Area

B. Public Use and Access. Grantor reserves the right to allow public access and use of the Easement Area for the purpose of creating a public park with associated recreational activities, including, without limitation, conducting educational tours, scientific study, animal/plant observation, walking, biking, fishing, picnicking, and any other purposes consistent with these accepted uses and

maintaining conservation values. To accomplish the above uses, the Grantor may construct an Environmental Education Center which includes two (2) buildings, a stationary dock, one (1) floating dock slip, a gazebo, and four (4) observation/viewing platforms, two (2) Pedestrian Foot bridges, picnic tables, a maintenance and utility shed, natural wooded fencing and or landscaping screening, a gated entrance, allowable utility crossings, and an access road and associated parking area, as approved by the Fund. All improvements shall be subject to the prior approval of the Fund and to the terms and conditions set forth in that certain Memorandum of Understanding, approved amendments made thereto by the Fund, and entered into between the Grantor and Fund on the ____ day of December 2003, incorporated herein by reference, and available for inspection in the offices of the Grantor and Fund. The Memorandum of Understanding shall provide the total percentage of pervious, which is not re-vegetated, and impervious surfaced areas associated with all improvements.

C. Greenway Trails. Grantor reserves the right to construct and maintain paved or unpaved greenway trails on the Easement Area. All trails must be located in compliance with the guidelines of the Town of Holly Springs Ordinance Section 9-3058.3 adopted April 4, 2000, the Fund, and the Neuse River Riparian Area Rule (15A NCAC 2B.00233), unless such locations are physically impracticable. In the construction of such trails and when required by the terrain, boardwalks, ramps, handrails, and steps are permitted herein. The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along the greenway trails.

D. Dam Repair and Maintenance. Grantor reserves the right to repair, improve and maintain the exiting earthen dam and concrete spillway located at the northern end of Bass Lake located on the Easement Area. Any such repairs, reconstruction, improvements and maintenance must be conducted in accordance with the Design Plan dated June 26, 2001, prepared by Thompson & Associates, or any subsequent updated plan that has been approved by the North Carolina Department of Environmental Resources, Division of Dam Safety which include Erosion Control Plan, August 6, 2001; NC Division of Water Quality Plan, September 7, 2001; Army Corps of Engineers Plan, August 6, 2001. The North Carolina Department of Environmental Resources must approve any modifications to these plans and a copy of such revised plan must be provided to Grantee and the Fund. Any replacement dam or dam modification must include a coldwater release into Bass Lake, to avoid the potentially adverse effect of releasing water from the top of the lake.

E. Early Successional Habitat Areas. Grantor reserves the right to maintain existing areas located around Bass Lake to be maintained in early successional habitat for the purpose of providing habitat diversity for wildlife species. This maintenance may include the planting of various grasses, forbs, and herbaceous vegetation and/or mowing and the use of chemicals to impede succession to woody vegetation.

Notwithstanding the foregoing, Grantor and Grantee have no right to agree to any activity that would result in the termination of this Conservation Easement.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. The Easement Area shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement set forth above.

Except for those rights specifically reserved to Grantor in Article II and the aforesaid Memorandum of Understanding dated ____ day of December 2003 and Fund-approved amendments thereto, and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Industrial and commercial activities and any right of passage for such purposes are prohibited on the Easement Area.

B. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural and animal husbandry operations are prohibited on the Easement Area.

C. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of nature trails and public access allowed hereunder; (2) selective cutting and prescribed burning or clearing of vegetation and

the application of mutually approved pesticides for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of non-native plants; subject however, to the prior approval of Fund; and (3) hunting and trapping to the extent necessary to keep the animal population within numbers consistent with the ecological balance of the area and as pursuant to federal, state and local rules and regulations; and (4) fishing pursuant to applicable federal, state and local rules and regulations.

D. Construction of Buildings and Recreational Use. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Easement Area except for the following: placing and display of no trespassing signs, local, state or federal traffic or similar informational signs, for sale or lease signs, fencing, signs identifying the conservation values of the Easement Area, and/or signs identifying the Grantor as fee simple owner of the Easement Area, and State as holders of this Conservation Easement and the Fund as a source of funding for the acquisition of the Property which includes the Easement Area, educational and interpretative signs, identification labels or any other similar temporary or permanent signs, reasonably satisfactory to the Fund.

E. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling, no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any conservation management activities otherwise permitted in this Conservation Easement.

F. Wetlands and Water Quality. There shall be no pollution or alteration of water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Easement Area or into any surface waters, or cause soil degradation or erosion nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by state and any other appropriate authorities

G. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Easement Area is prohibited.

H. Conveyance and Subdivision. The Easement Area may not be subdivided, partitioned nor conveyed from the Property, except in its current configuration as an entity or block of the Property.

I. Mitigation. There shall be no use of the Easement Area or any portion thereof to satisfy compensatory mitigation requirement under 33 U.S.C. Section 1344 or N.C.G.S. 143-214.11.

ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Easement Area; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Agreement under which this Conservation Easement was obtained.

B. Right of Entry and Inspection. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property and Easement Area at reasonable times for the purpose of inspecting the Easement Area to determine whether the Grantor, Grantor's representatives, or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Changed Conditions. The grant or donation of this Conservation Easement gives rise to a property right immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole. That proportionate value of Grantee's property rights shall remain constant. If a change in conditions occurs, which makes impossible or impractical any continued protection of the Property for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. **Upon such proceedings, such portion shall be equal to the proportionate value that Grantees', its successors' and assigns', interest in the Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement.** "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. Grantee, its successors and assigns, shall use its share of the proceeds of sale in a manner consistent with the conservation purposes set forth herein.

D. Condemnation. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to Grantee, State and the Fund, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking, which any proceeds recovered in such actions shall be divided in accordance with the proportionate value of Grantor's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. **Such portion shall be equal to the proportionate value that Grantees', its successors' and assigns' interest in the Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement.** "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. . Grantee, its successors and assigns, shall use its share of the proceeds of sale in a manner consistent with the conservation purposes set forth herein.

E. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to Easement Area or harm to the Easement Area resulting from such causes.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

G. No Waiver. Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

ARTICLE V. DOCUMENTATION AND TITLE

A. Easement Area Condition. The parties acknowledge that the Easement Area is currently undeveloped land, with no improvements other than as described in Exhibit C and easements and rights of way of record.

B. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property and Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that there is legal access to the Property, that the Easement Area is free and clear of any and all encumbrances, except easements of record, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; Grantor shall defend its title against the claims of all persons whomsoever, and Grantor covenants that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Subsequent Transfers of the Fee Simple Estate. Grantor agrees for itself, its successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed. . Furthermore, Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof, to continue to provide the right of entry over and across the Property to the Easement Area for the purposes of monitoring and observation.

B. Conservation Purpose and Subsequent Transfer of the Conservation Easement.

(1) Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes.

(2) The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, provided, however that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

(3) The Parties recognize and agree that the Easement Area is open for public entry and use, and shall be open to entry and use equally by all persons, regardless of race, color, creed, national origin, or residence, subject to reasonable published and posted rules governing use of the Easement Area by the Grantor, as approved by the Fund, and consistent with the conservation purposes provided by this Conservation Easement.

C. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34 et. seq. which authorizes the creation of Conservation Easements for purposes including those set forth in the Recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

D. Recording. State shall record this instrument and any amendment hereto in timely fashion in the official records of Wake County, North Carolina, and may re-record it at any time as may be required to preserve its rights.

E. Notices. All notices, requests or other communications permitted or required by this Agreement shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

F. Amendments. Grantor and Grantee are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Wake County, North Carolina.

G. Environmental Condition of Easement Area. The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation that: (a) the Easement Area described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Easement Area or used in connection therewith, and that there is no environmental condition existing on the Easement Area that may prohibit or impede use of the Easement Area for the purposes set forth in the Recitals and the Grantor will not allow such uses or conditions.

H. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby. The party (ies) hereto intends this document to be an instrument executed under seal. If any party is an individual, partnership or limited liability company, such party hereby adopts the word "SEAL" following his/her signature and the name of the partnership or limited liability company as his/her/its legal seal. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference.

I. Indemnity. The Grantors agree to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the State from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of any hazardous substance, waste or other regulated material in, on or under the Easement Area.

J. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein.

K. Parties. Every provision of this Conservation Easement that applies to the Grantors or to the Grantee shall likewise apply to their respective representatives, successors, assigns, and grantees, and all other successors in interest herein.

L. Merger. The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property or any portion thereof.

M. Subsequent Liens. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantors to use the Easement Area for collateral for borrowing purposes, provided that any mortgage or lien arising therefrom shall be subordinated to this Conservation Easement.

TO HAVE AND TO HOLD unto THE STATE OF NORTH CAROLINA, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor, by authority duly given, has hereunto caused these presents to be executed by its officers and its seal affixed, to be effective the day and year first above written.

GRANTOR: TOWN OF HOLLY SPRINGS

[CORPORATE SEAL]

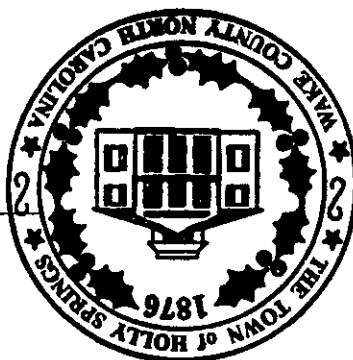
By:

Richard Sears
Richard Sears, Mayor

ATTEST:

Deputy

Linda R. Harper
Town Clerk



STATE OF NORTH CAROLINA
COUNTY OF WAKE

Deputy

I, John Schifano, Notary Public of WAKE County do hereby certify that LINDA R. HARPER personally came before me this day and acknowledged that he/she is the Town Clerk to the Mayor of the Town of Holly Springs, and that by authority duly given and as the act of CLERK, the foregoing instrument was signed in its name by its Town Mayor, sealed with its municipal seal, and attested by him/herself as the Town Clerk.

Witness my hand and notarial seal, this 17 day December 2003.

My commission expires 8/6/05

Notary Public:

John Schifano

This instrument prepared by the Town of Holly Springs and Clean Water Management Trust Fund.
(Attn: L. Armstrong)

The original recorded document should be returned to the Town of Holly Springs, attn. Len Bradley.

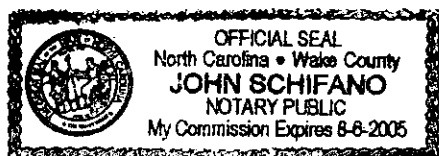


EXHIBIT A

BEING ALL OF THAT PROPERTY containing 86.644 acres and depicted as TRACTS A, C, AND D by that certain survey dated October 06, 1999 entitled "*Survey For: Town of Holly Springs*", prepared by James W. Mauldin, P.L.S., and duly recorded in Book of Maps 1999, Pages 1962, 1963, and 1964 in the office of the Wake County Register of Deeds, Raleigh, North Carolina.

EXHIBIT B

BEING ALL OF THAT PROPERTY containing 84.785 acres and depicted as TRACTS A and C by that certain survey dated October 06, 1999 entitled "*Survey For: Town of Holly Springs*", prepared by James W. Mauldin, P.L.S., and duly recorded in Book of Maps 1999, Pages 1962, 1963, and 1964 in the office of the Wake County Register of Deeds, Raleigh, North Carolina.

EXHIBIT C

Characteristics of the *Property and the Easement Area* to include its current use, state of improvements, water quality sensitive species, including rare and endangered species.

Current Use:

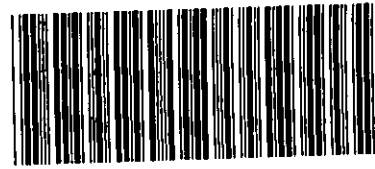
Property is not currently being used; site is under construction.

State of Improvements:

Dam and trails are 99% completed; building is currently under construction.

Water Quality Sensitive Species:

Sagittaria, Arrowhead, Duck Potato, Scirpus, Sparganium, Carex, Hibicus, Boehmeria, Black Willow, Box Elder, Wax Myrtle, Blue Stem



BOOK:010593 PAGE:01418 - 01427

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of John Schifano

_____. Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Elin C. Frando
DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
10 # of Pages

22.004-7/11/03

EXHIBIT B

Amendment to Conservation Easement between Holly Springs and the State of North Carolina

EXHIBIT B

BK015249PG00652

WAKE COUNTY, NC 27
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/30/2013 AT 09:21:33

BOOK:015249 PAGE:00652 - 00657

STATE OF NORTH CAROLINA

AMENDMENT TO
CONSERVATION EASEMENT

COUNTY OF WAKE

SPO File Number 92-235.042
CWMTF Number 1998B-405

Prepared by: Clean Water Management Trust Fund and Town of Holly Springs
Return to: Town of Holly Springs *HOLD IN BOX 105*
P.O. Box 8
Holly Springs, NC 27540

THIS AMENDMENT TO CONSERVATION EASEMENT ("Amendment") is made on this 20th day of December, 2012, by THE TOWN OF HOLLY SPRINGS, a municipal corporation organized and existing under the laws of North Carolina, with an address at P.O. Box 8, Holly Springs, North Carolina 27540 ("Grantor"), to the STATE OF NORTH CAROLINA with its address c/o State of North Carolina Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321 ("State" or "Grantee"), through the North Carolina Clean Water Management Trust Fund with its address at 1651 Mail Service Center, Raleigh, NC 27699-1651 ("Fund").

WITNESSETH:

This Amendment to the Conservation Easement recorded in Deed Book 10593, Page 1418, of the Wake County Register of deeds is intended to replace language in Article II. Rights Reserved to Grantor, paragraph B, Public Use and Access with new language set forth below.

WHEREAS, Grantor is the sole owner in fee simple of the property containing 86.644 acres, in Holly Springs Township, Wake County, State of North Carolina and being all of that certain tract as more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Property"); and

WHEREAS, Grantor and Grantee recognize that the Easement Area is comprised of Bass Lake and its tributaries which are located in the Basal Creek Watershed Buffer, and has been designated as an *Outstanding Resource Water* by the State of North Carolina, and further deemed by the State of North Carolina to qualify as a riparian buffer, addressing the cleanup and prevention of pollution of the State’s surface waters, and the establishment of a network of riparian buffers. Moreover, Grantor and Grantee recognize that the Easement Area has other conservation values including fish and wildlife conservation, open space and scenic values; and

WHEREAS, the Fund is authorized by Article 13A, Chapter 113 of the North Carolina General Statutes to finance projects and to acquire land and interests in land, including conservation easements for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and

WHEREAS, Grantor is willing to amend the Conservation Easement recorded in Deed Book 10593, Page 1418, of the Wake County Register of Deeds to change the language set forth in replace language in Article II. Rights Reserved to Grantor, paragraph B, Public Use and Access with new language set forth below, and Grantee is willing to accept this Amendment to the Conservation Easement.

NOW, THEREFORE in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, the Grantor hereby unconditionally and irrevocably hereby amends and modifies the Conservation Easement recorded in Deed Book 10593, Page 1418, of the Wake County Register of Deeds to change language contained in Article II. Rights Reserved to Grantor, paragraph B, Public Use and Access so that it contains the following language:

ARTICLE II. RIGHTS RESERVED TO GRANTOR

B. Public Use and Access. Grantor reserves the right to allow public access and use of the Easement Area for the purpose of creating a public park with associated recreational activities, including, without limitation, conducting educational tours, scientific study, animal/plant observation, walking, biking, fishing, picnicking, and any other purposes consistent with these accepted uses and maintaining conservation values. To accomplish the above uses, the Grantor may construct an Environmental Education Center which includes two (2) buildings, a stationary dock, one (1) floating dock slip, a gazebo, and four (4) observation/viewing platforms, three (3) Pedestrian Foot bridges, picnic tables, a maintenance and utility shed, natural wooded fencing and or landscaping screening, a gated entrance, allowable utility crossings, and an access road and associated parking area, as approved by the Fund. All improvements shall be subject to the prior approval of the Fund and to the terms and conditions set forth in that certain Memorandum of Understanding, approved amendments made thereto by the Fund, and entered into between the Grantor and Fund in December 2003, incorporated herein by reference, and available for inspection in the Grantor and Fund. The

BK015249PG00654

Memorandum of Understanding shall provide the total percentages of pervious, which is not re-vegetated, and impervious surfaced areas associated with all improvements.

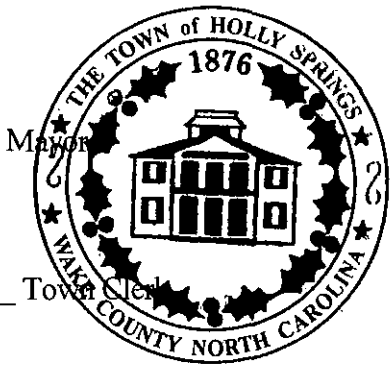
[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]

TO HAVE AND TO HOLD, the aforesaid rights, privileges and easements unto Grantee and successors, forever. Except as modified herein, all rights, privileges and easements originally conveyed to the Grantee in the Conservation Easement remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by its Mayor and attested to by its officers, and its seal affixed, as of the dates shown below, to be effective upon the date of recordation in the public records of Wake County, North Carolina.

GRANTOR: TOWN OF HOLLY SPRINGS

By: Dick Sauer



ATTEST:

By: Joni Powell
(Corporate Seal)

GRANTEE: CLEAN WATER MANAGEMENT TRUST

By: Robert S. Boyer

Title: Executive Director

ATTEST:

By: Cheri Lee Smith

Title: Stewardship Coordinator

(Corporate Seal)

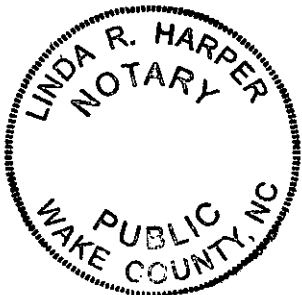
FOR THE TOWN/GRANTOR
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Linda R. Harper, a Notary Public in and for said County and State so hereby certify that Joni Powell personally appeared before me this day and duly acknowledged that ~~he~~ she is the Town Clerk to the Mayor of the Town of Holly Springs, and that by authority duly given and as the act of the Clerk, the foregoing instrument was signed in its name by its Town Mayor, sealed with its municipal seal and attested by ~~him~~ her as the Town Clerk.

WITNESS my hand and notarial seal, this 20 day of December, 2012.

Linda R. Harper
Notary Public

My Commission expires: 4-6-2017



My commission expires: August 17, 2013

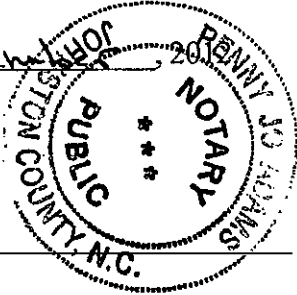
FOR THE CWMT/GRANTEE

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Renny D Adams, a Notary Public in and for said County and State so hereby certify that Richard L Rogers, Jr. personally appeared before me this day and duly acknowledged that he/she is the Town Clerk to the Mayor of the Town of Holly Springs, and that by authority duly given and as the act of the Clerk, the foregoing instrument was signed in its name by its Town Mayor, sealed with its municipal seal and attested by him/her as the Town Clerk.

WITNESS my hand and notarial seal, this 14th day of December, 2012

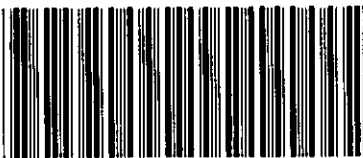
Renny D Adams
Notary Public



My commission expires: 8/17/2013

EXHIBIT A

BEING ALL OF THAT PROPERTY containing 86.644 acres and depicted as TRACTS A, C, AND D by that certain survey dated October 06, 1999 entitles "*Survey For: Town of Holly Springs*", prepared by James W. Mauldin, P.L.S., and duly recorded in Book of Maps 1999, Pages 1962, 1963, and 1964 in the office of the Wake County Register of Deeds, Raleigh, North Carolina.



BOOK:015249 PAGE:00652 - 00657

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Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages 6 I
22.004-8/15/11

EXHIBIT C

Memorandum of Understanding between Holly Springs and the State of North Carolina

EXHIBIT C

STATE OF NORTH CAROLINA
COUNTY OF WAKE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this the 17 day of December 2003, by and between the Town of Holly Springs (the "Town") a municipal corporation, organized and existing under the laws of North Carolina with an address of PO Box 8, Holly Springs, North Carolina 27540 and the State of North Carolina ("State") by and through the North Carolina Clean Water Management Trust Fund ("Fund") with its address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651.

BACKGROUND AND RECITALS

WHEREAS, the Town and the Fund have entered into that certain Grant Agreement dated October 6, 1999 as amended by a new Grant Agreement dated September 17, 2002, identified as Grant No. 1998B-405, (hereinafter referred to as the "Grant Agreement" or "Project") and being further identified as North Carolina Department of Environment and Natural Resources Contract No. GA03008, to provide the partial funding for the fee simple acquisition of the property containing 86.44 acres, known as "Bass Lake" Property as more particularly described by Exhibit A attached hereto and by this reference incorporated herein (the "Property").

WHEREAS, the Town has agreed to set aside 84.79 acres of the Property (as described herein by Exhibit B and hereinafter referred to as the "Easement Area") for the purpose of creating a Conservation Easement to preserve, enhance, restore, and maintain the natural features and resources of the Easement Area, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediment.

WHEREAS, the goals of the Project include, but are not limited to, the repair and restoration of the Bass Lake dam; the reshaping of the bottom of Bass Lake to facilitate sediment and nutrient removal; the restoration and reconstruction of shoreline buffer areas and wetlands to enhance and restore water filtering and wildlife habitat; and, to develop and adopt a watershed ordinance to establish long term water quality management standards and heightened public

awareness of clean water and other environmental issues. The Town further intends to establish, among other things, passive recreational facilities on the Easement Area.

WHEREAS, as a condition of the Grant Agreement, the Town has granted or will grant a Conservation Easement ("Conservation Easement") to the State of North Carolina to protect the critical headwater wetlands and waterfront property of Bass Lake, thereby establishing and protecting approximately 4000 linear feet of functional riparian buffers, addressing the cleanup and prevention of pollution of the State's surface waters, and the establishment of a network of riparian buffers and greenways, and otherwise promoting public purposes authorized by Article 13A, Chapter 113 of the North Carolina General Statutes.

WHEREAS, Article II and III of the Conservation Easement conveyed or to be conveyed from the Town to the State, by and through the Fund on the Easement Area sets forth exceptions to the prohibitions and restrictions of the Conservation Easement in order to allow for the use of the Easement Area as a component of the Town's open space and recreation areas system.

WHEREAS, the Fund desires, and the Town is willing to provide, further assurances that all such uses, construction and related improvements of the Easement Area subject to the Conservation Easement shall preserve the water quality, ecological and the conservation values intended to be protected by the terms of the Grant Agreement between the Town and the Fund.

NOW THEREFORE, the Town and the Fund hereby acknowledge their mutual agreements including the facts above recited, and on behalf of themselves, their successors in interest and assigns, enter into this Memorandum of Understanding according to the terms and conditions hereinafter set forth, intending to be bound thereby.

THE FURTHER TERMS AND CONDITIONS OF THE MOU ARE AS FOLLOWS:

I. FUTURE CONSTRUCTION

(A) Future construction shall be in accordance with the Town of Holly Springs Parks and Recreation Department and in accordance with the Town of Holly Springs Ordinance Section 9- 3058.3, and amendments thereto; adopted April 4, 2000 and as approved by the Fund to include:

1. Construction, maintenance and repair of the Bass Lake dam, spillway and retaining wall to continue the establishment and maintenance of the lake as a natural filter.
2. Construction, maintenance and repair of an Environmental Education Center to include two buildings to be constructed on the shoreline of Base Lake and connected to an acceptable septic system or sewer line.
3. Construction, maintenance and repair of a dock comprising no more than 3600 square feet and adjoining the Environmental Education Center.
4. Construction, maintenance and repair of a gazebo constructed of composite materials and located on the shoreline of Bass Lake.

5. Construction of one floating dock slip constructed of composite materials suitable to accompany pedestrian traffic and non-motorized and electric motor boats to be located on the bank and waters of Bass Lake.
6. Construction of four (4) observation and viewing platforms constructed of composite materials and located on the shoreline of Bass Lake.
7. Construction, maintenance and repair of a parking area providing parking for up to eighty (80) visitor and maintenance vehicles to be constructed of impervious material and located outside the (50) riparian buffer, and adjacent to the Environmental Education Center and adjoined to the existing access road leading into the Property and Easement Area.
8. Construction, maintenance and repair of two (2) Pedestrian Foot Bridges to be constructed five (5) to ten (10) feet in width in compliance with the American Association of State Highway and Transportation Officials ("AASHTO") and located where required by the terrain of the Easement Area with prior approval of the Fund.
9. Construction, maintenance and repair of naturally surfaced walking trails located up to fifteen (15) feet from the top of the bank buffer of Bass Lake with boardwalks, steps, handrails and ramps wherever required by the terrain. Extensions and connections of the trails to the permitted piers, docks and observation and viewing platforms are allowed under this MOU.
10. Construction, maintenance and repair of announcement, safety, trail and feature signs to be located as deemed necessary by the Town and the Fund.
11. Construction, maintenance and repair of picnic tables, trash receptacles and maintenance and accessory shed to be located outside the shoreline buffer and around the perimeter of Bass Lake,
12. Construction, maintenance and repair of a locked entrance gate leading into the Property and Easement Area to secure the Property and Easement Area from use after hours of operation and to ensure public safety.
13. Construction, maintenance and repair of natural wooded privacy fencing or landscaping materials to obscure and screen any parking area or facility from adjoining property owners; to secure Property and Easement Area from use after hours of operation; and to provide aesthetic enhancement to the Easement Area.

(B) All construction activities shall be only as necessary and essential to the uses described above and as provided by the Town's Parks and Recreation Department. The Town further agrees to use its best efforts to minimize the construction area to the maximum extent practicable from an engineering design standpoint.

(C) During the construction process, the Town shall strictly adhere to all environmental permits, regulations, requirements, and limitations and shall further comply with the rules and regulations of the American with Disabilities Act 1990 ("ADA") as it may be amended from time to time, which rules and regulations promulgated in connection therewith makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Town agrees to comply with and to demand that its principals and subcontractors

comply with the ADA.

- (D) During the course of its design, construction, review and inspection, the Town will take reasonable steps to ensure that construction and excavation on the Easement Area will not harm nor impair the permanent ecological, water quality, and conservation values of the Easement Area. The Town will work with an Arborist or other qualified plant specialist to inventory the names of existing plant species and to mark trees to be saved during construction. The Town further agrees not to cut, remove, damage or kill existing vegetation that is not reasonably necessary to the construction of the Environmental Education Center and other improvements associated with the Project as provided by this MOU.
- (E) Following construction, the Town will take maximum care to preserve and protect the ecological, water quality and conservation values of the Easement Area. The Town will take reasonable steps to ensure that the Easement Area has been restored and re-vegetated, using whenever appropriate, indigenous plant material or other environmentally appropriate vegetative material. Areas subject to periodic mowing or clearing for purposes maintenance, inspection or repair of the improvements shall be maintained at the minimum level consistent with applicable regulatory requirements and as required by the Grant Agreement and this MOU. Outside of such areas, the Town shall take such steps as appropriate to encourage and promote natural forest and vegetative succession.

II. BEST MANAGEMENT PRACTICES

- (A) The Town agrees to maintain a watershed ordinance within the Town's jurisdictional areas to establish long term water quality management standards and to establish one hundred (100) foot minimum buffer widths for all perennial streams entering Bass Lake and in accordance with the Neuse River Riparian Area Rule (15A NCAC 2B.0233).
- (B) The Town will restore critical wetlands at the lake headwaters and create critical wetlands in the area to provide water filtering and wildlife habitat. The Town will stabilize the new shoreline using bioengineering design and techniques for the added benefit of enhancing fish habitat through installation of lunger structures, root wads, gravel spawning beds and shade trees.
- (C) In order to reduce the adverse affects of the land disturbing activities incidental to the construction, maintenance and public use of the Easement Area, the Town agrees to implement a sedimentation and erosion control plan as required by the North Carolina Division of Land Quality. In lieu of clearing critical buffer vegetation, soil will be added or pushed up along the original lake edge to allow for future construction of an innovative pervious access trail system. The Town agrees to work with the Division of Land Resources to implement any Best Management Practices to reduce disturbance or

impacts to the construction site. The Town agrees to implement and maintain those standards

set by the Town of Holly Springs Soil Erosion and Sedimentation Control Stream and Wetland Protection, Land Disturbance Ordinance (Part 9, Chapter 5).

The Town agrees to acquire all needed permits from all units of government, including, but not limited to, the United States Army Corps of Engineers, Division of Water Quality, Town of Holly Springs, County of Wake and State of North Carolina.

III. CONSTRUCTION, INSTALLATION AND MAINTENANCE OF SEWER, WATER AND UTILITY LINES

- (A) The Town and the Fund recognize and agree that incidental to the construction of the Educational Environmental Center, the installation and construction of an acceptable septic system, sewer, water and utility lines will encroach onto the Easement Area. The Town will have the responsibility for enforcing all of the Town's regulations pertaining to the design, construction, installation, review and inspection of all utilities and will take all reasonable steps to ensure that the same will not harm or impair the ecological, water quality and conservation values of the Easement Area.
- (B) During the construction process, the Town shall strictly adhere to all environmental permits, regulations, requirements, and limitations and shall comply with local, state and Federal regulations. Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable.
- (C) The Town shall use reasonable methods to restore all disturbed facilities, features, and vegetation to their original condition. Due to the environmental sensitivity of the Easement Area, disturbed and removed vegetation in access areas, staging areas and constructed areas, will be replaced with herbaceous species such that the Easement Area achieves a rapid recovery from the disturbance.
- (D) The Town will provide to the Fund evidence that utility maintenance, repair and construction within the Easement Area is performed according to all local, state and Federal regulations. The Town will provide to the Fund a final report in narrative format upon completion of the same.

IV. CONTINUED MAINTENANCE OF THE EASEMENT AREA AND EASEMENT AREA IMPROVEMENTS

- (A) The Town, Fund and their authorized representatives shall have the right to enter the Property and Easement Area at all reasonable times to undertake any activities to restore, manage, maintain, enhance and monitor the wetland and riparian resources of the Easement Area.
These activities include planting of trees, shrubs, and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill and

prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct instream, above ground, and subterraneous water flow.

(B) The Town, Fund and State and their authorized representatives shall have the right to enter the Property and Easement Area at all reasonable times for the purpose of inspecting said Easement Area to determine if the Town is complying with the terms, conditions, restrictions, and purposes of the Grant Agreement, the Conservation Easement and this MOU.

V. AMENDMENTS AND CHANGING CONDITIONS

Future additions and improvements will not be permitted under this MOU, except that the Town and Fund are free to jointly amend this MOU to meet changing conditions, provided that no amendments will be allowed that are inconsistent with the purposes of the Grant Agreement and Conservation Easement. Such amendments shall require the written consent of both the Town and the Fund and shall not require the rerecording of the Conservation Easement. Notwithstanding the foregoing, the total cleared pervious, and not revegetated surface areas, and impervious surface areas associated with all improvements herein shall not exceed ten (10) percent of the total area of the Easement Area, which is encumbered by the Conservation Easement to the State of North Carolina and attached hereto as **Exhibit B**.

CLEAN WATER MANAGEMENT TRUST FUND

BY: William E. Holman
William E. Holman, Executive Director

WITNESS: Margaret Regina Ulwaver

DATE: 1-6-04

TOWN OF HOLLY SPRINGS

BY: Richard Sears
Richard Sears, Mayor

[Town Seal]

WITNESS: Deirdra K. Hays
Deputy Town Clerk

DATE: 12-17-03



EXHIBIT A

BEING ALL OF THAT PROPERTY containing 86.644 acres and depicted as TRACTS A, C, AND D by that certain survey dated October 06, 1999 entitled "*Survey For: Town of Holly Springs*", prepared by James W. Mauldin, P.L.S., and duly recorded in Book of Maps 1999, Pages 1962,1963, and 1964 in the office of the Wake County Register of Deeds, Raleigh, North Carolina.

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A. Settlement Statement

U.S. Department of Housing
and Urban Development

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number 023305.013	7. Loan Number	8. Mtg. Ins. Case No.
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C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower TOWN OF HOLLY SPRINGS POST OFFICE BOX 8 HOLLY SPRINGS, NC 27540		E. Name and Address of Seller TRUST U/T/W JAMES HARRY CORNELL DATED OCTOBER 18, 1984		F. Name and Address of Lender BRANCH BANKING AND TRUST COMPANY POST OFFICE BOX 31273 CHARLOTTE, NC 28231	
G. Property Location BASS LAKE HOLLY SPRINGS, NC 27540		H. Settlement Agent SANFORD HOLSHOUSER LAW FIRM, PLLC			
		Place of Settlement 219 FAYETTEVILLE ST. MALL RALEIGH, NC 27602		I. Settlement Date October 27, 1999	
J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100. GROSS AMOUNT DUE FROM BORROWER			400. GROSS AMOUNT DUE TO SELLER		
101. Contract sales price	178,937.60	401. Contract sales price		178,937.60	
102. Personal property		402. Personal property			
103. Settlement charges to borrower (line 1400)	33,127.00	403.			
104.		404.			
105.		405.			
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance			
106. City/town taxes		406. City/town taxes			
107. County taxes 1/1/99 to 10/27/99	405.59	407. County taxes 1/1/99 to 10/27/99		405.59	
108. Assessments		408. Assessments			
109.		409.			
110.		410.			
111.		411.			
112.		412.			
120. GROSS AMOUNT DUE FROM BORROWER	212,470.19	420. GROSS AMOUNT DUE TO SELLER		179,343.19	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500. REDUCTIONS IN AMOUNT DUE TO SELLER		
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)		1,000.00	
202. Principal amount of new loan(s) (American Finance)		502. Settlement charges to seller (line 1400)		3,107.57	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to			
204. BB&T Loan Proceeds	211,470.19	504. Payoff first mortgage loan (Norwest Mortgage)			
205.		505. Payoff of second mortgage loan			
206.		506.			
207.		507.			
208.		508.			
209.		509.			
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller			
210. City/town taxes to		510. City/town taxes to			
211. County taxes to		511. County taxes to			
212. Assessments to		512. Assessments to			
213.		513.			
214.		514.			
215.		515.			
216.		516.			
217.		517.			
218.		518.			
219.		519.			
220. TOTAL PAID BY/FOR BORROWER	212,470.19	520. TOTAL REDUCTION AMOUNT DUE TO SELLER		4,107.57	
300. CASH AT SETTLEMENT FROM/TO BORROWER			600. CASH AT SETTLEMENT TO/FROM SELLER		
301. Gross amount due from borrower (line 120)	212,470.19	601. Gross amount due to seller (line 420)		179,343.19	
302. Less amounts paid by/for borrower (line 220)	212,470.19	602. Less reductions in amount due seller (line 520)		4,107.57	
303. CASH FROM BORROWER	0.00	603. CASH (□TO) (□FROM) SELLER		175,235.62	

This instrument has been recorded in

SETTLEMENT CHARGES		FILE NO.	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ @ % =				
Division of commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee	% to Branch Banking and Trust Company		530.00	
802. Loan Discount	% to			
803. Appraisal fee	to			
804. Credit Report	to			
805. Lender's Inspection fee	to			
806. Mortgage Insurance Application Fee	to			
807. Assumption Fee				
808. Processing Fee	to			
809. Underwriting & Administrative fee	to			
810. Tax Service Fee	to			
811. Courier Fee	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from	to @ \$ /day			
902. Mortgage Insurance Premium for	months to			
903. Hazard Insurance Premium for	1 years to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER - WAIVED				
1001. Hazard Insurance	months @ \$ /month			
1002. Mortgage Insurance	months @ \$ /month			
1003. City Property Taxes	months @ \$ /month			
1004. County Property Taxes	months @ \$ /month			
1005. Annual Assessments	months @ \$ /month			
1006.				
1007.				
1008.				
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to			
1102. Abstract or Title Search	to			
1103. Title Examination	to			
1104. Title Insurance Binder	to			
1105. Document Preparation	to			
1106. Notary Fees	to			
1107. Attorney's fees	to THE SANFORD HOLSHOUSER LAW FIRM PLLC		12,000.00	472.00
(includes above items Numbers: 1103,1105)				
1108. Title Insurance	to CHICAGO TITLE INSURANCE COMPANY		368.00	
(includes above items Numbers: 1104)				
1109. Lender's Coverage \$	212,000.00			
1110. Owner's Coverage \$	212,000.00			
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed \$14.00 ; Mortgage \$64.00 ; Releases \$			78.00	
1202. City/County Tax/Stamps: Deed \$ n/a; Mortgage \$ n/a				
1203. State Tax/Stamps: Deed \$; Mortgage \$ n/a				358.00
1204. Recording Fees for Additional Real Estate Documents			130.00	
1205. Record Plat			21.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest Inspection	to N/A			
1303. Flood Certification fee	to			
1304. 1999 Wake County Taxes				2,277.57
1305. Payment to Richard W. Ellis and Evelyn M. Ellis to relinquish Lake Access Rights			20,000.00	
1400. TOTAL SETTLEMENT CHARGES (enter on Line 103, Section J and line 502, Section K)			33,127.00	3,107.58

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction.

Richard W. Ellis *J.H. Cornell Trust*
 By: *R. W. Ellis, Trustee* Page 214 of 591

Prepared by and RETURN to: Wake County, NC 425
Thomas A. Lockhart, Jr., Esq. Laura M Riddick, Register Of Deeds
The Sanford Holshouser Law Firm Presented & Recorded 10/28/1999 12:49:18
Post Office Box 2447
Raleigh, NC 27602 Book : 008447 Page : 02025 - 02028

STATE OF NORTH CAROLINA
COUNTY OF WAKE

ASSIGNMENT OF CONSERVATION EASEMENT AGREEMENT

THIS ASSIGNMENT OF CONSERVATION EASEMENT AGREEMENT (the "Assignment"), made and entered into this the 27th day of October, 1999, by and between THE NATURE CONSERVANCY, a nonprofit corporation organized and existing under the laws of the District of Columbia (hereinafter referred to as the "Conservancy" or "Assignor"), and the TOWN OF HOLLY SPRINGS, a public body politic and political subdivision of the State of North Carolina, having its principal place of business at Post Office Box 8, Holly Springs, North Carolina 27502 (hereinafter referred to as the "Town" or "Assignee").

W I T N E S S E T H:

WHEREAS, on August 23, 1984, J. Harry Cornell of Wake County, North Carolina, as fee simple owner of certain real property (the "Property"), entered into a Conservation Easement Agreement with The Nature Conservancy recorded at Book 3341, Page 349 of the Wake County Register of Deeds (the "Easement"), reference to which is hereby made to incorporate the Easement as if fully set forth herein; and,

WHEREAS, said Easement was created for the purpose of protecting the significant habitat for fish, wildlife and plants, including the River Otter, Lutra canadensis, of Bass Lake and its surrounds, with substantial value as a natural, scenic, ecological and scientific resource; and,

WHEREAS, on or around September 1996, the Property was substantially damaged when Hurricane Fran ruptured the dam which created Bass Lake, thereby causing the lake to drain and destroying the original condition of the property; and,

WHEREAS, the Town desires to acquire a substantial portion of the Property for the purpose of rebuilding the dam and restoring the habitat for fish, wildlife, and plants; and,

WHEREAS, in furtherance of the Town's plans to restore the natural habitat of the Property, the Town wishes to hold and enforce the Easement; and

WHEREAS, the Conservancy is willing to assign its interest in the Easement, provided that it is allowed to retain the right of third-party enforcement of the Easement, and that any subsequent alteration, modification or amendment of the Easement must be approved by the Conservancy.

NOW, THEREFORE, the parties hereto agree as follows:

(1) The Conservancy hereby assigns all its right, title, and interest in and to said Easement to the Town, and the Town hereby accepts such assignment, including all benefits and burdens, subject to satisfaction of the following conditions:

(a) The Town shall seek and obtain the Conservancy's review and approval of any alteration, modification or amendment of the Easement.

(b) The Town will diligently monitor the Easement and take such steps as it deems appropriate to vigorously enforce the terms of the Easement so as to protect the conservation values which the Easement is intended to protect.

(c) The Conservancy shall reserve for itself the right of third-party enforcement of the Easement.

(2) The Town and the Conservancy agree that the terms of the Easement shall survive any subsequent merger of the fee and easement interests in the property.

THIS ASSIGNMENT is binding upon the parties hereto, their successors and assigns.

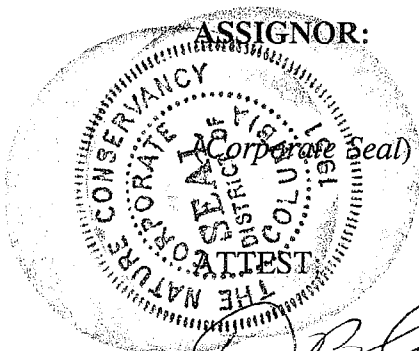
IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date first above written.

ASSIGNOR:

THE NATURE CONSERVANCY



Michael L. Andrews Vice President

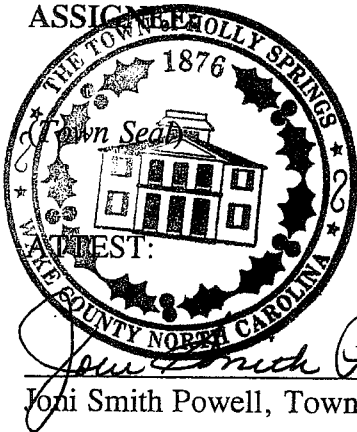




David Bland, Asst Secretary

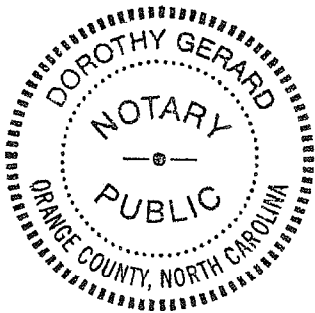
ASSIGN

TOWN OF HOLLY SPRINGS



Gerald Holleman
Gerald Holleman, Mayor

Joni Smith Powell
Joni Smith Powell, Town Clerk



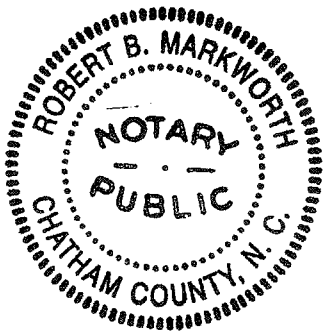
STATE OF NORTH CAROLINA, COUNTY OF ~~WAKE~~ Orange

I, Dorothy Gerard, Notary Public for said County and State, certify that David Bland came before me this day and acknowledged that he is the Asst. Secretary of The Nature Conservancy, a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the corporate seal, and attested by him as its Asst. Secretary.

Witness my hand and official seal this the 26th day of October, 1999.

My Commission Expires: 02/10/2002

Dorothy Gerard
Notary Public



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Robert B. Markworth, Notary Public for said County and State, certify that Joni Smith came before me this day and acknowledged that she is the Town Clerk of the Town of Holly Springs, a North Carolina body politic and political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with the Town seal, and attested by her as its Town Clerk.

Witness my hand and official seal this the 27th day of October, 1999.

My Commission Expires: 10/18/2003

Robert B. Markworth
Notary Public

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02025 - 02028



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate S of Robert B. Markworth
Dorothy Gerard

____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and

Prepared by: Samuel W. Whitt, Esq.

RETURN to: The Sanford Holshouser Law Firm, PO Box 2447, Raleigh, NC 27602

Wake County Register of Deeds
Laura M Riddick, Register Of Deeds

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

Presented & Recorded 10/28/1999 12:49:19

Book : 008447 Page : 02029 - 02040

AMENDED AND RESTATED CONSERVATION EASEMENT AGREEMENT

THIS INDENTURE, made this 27th day of October, 1999 by and between THE TRUST U/T/W OF JAMES HARRY CORNELL DATED OCTOBER 18, 1984, ROBERT E. MONROE, TRUSTEE, hereinafter referred to as the "Grantor"; THE TOWN OF HOLLY SPRINGS, a political subdivision of the State of North Carolina, hereinafter referred to as the "Town" and/or "Grantee"; and THE NATURE CONSERVANCY, a nonprofit corporation organized and existing under the laws of the District of Columbia ("The Nature Conservancy").

WITNESSETH:

WHEREAS, on August 23, 1984, J. Harry Cornell of Wake County, North Carolina, as fee simple owner of certain real property, hereinafter called the "Original Protected Property," entered into a Conservation Easement Agreement (the "Original Easement") with The Nature Conservancy, recorded at Book 3341 Page 349 of the Wake County Register of Deeds; and

WHEREAS, at the time of the conveyance of the Original Easement, the Original Protected Property had a man-made lake on it (known as "Bass Lake"), the protection and preservation of which was the primary purpose of the Original Easement because the lake and its surrounding property provided significant habitat for fish, wildlife and plants, including the River Otter, Lutra canadensis, with substantial value as a natural, scenic, ecological and scientific resource; and

WHEREAS, the Grantor and The Nature Conservancy entered into the Original Easement for the purpose of the protection of the natural elements and the ecological, scenic and scientific features and values of the Original Protected Property by placing voluntary restrictions upon the use of the Original Protected Property and by providing for the transfer from the Grantor to the Nature Conservancy affirmative rights for the protection of the Original Protected Property; and

WHEREAS, in or around September, 1996, the Original Protected Property was substantially damaged when Hurricane Fran ruptured the dam which created Bass Lake, thereby

WHEREAS, the Town desires to acquire a substantial portion of the Original Protected Property, more particularly described in Exhibit A attached hereto and incorporated by reference herein (the "Protected Property"), for the purpose of rebuilding the dam and developing a park area for the use and enjoyment of the general public, which Protected Property shall be subject to the restrictions set forth herein; and

WHEREAS, the Grantor and The Nature Conservancy desire, to the greatest extent possible, for the Original Protected Property to be restored to its original condition and, as a result, desire to amend the Original Easement and has assigned all of the Nature Conservancy's rights, responsibilities and obligations of Original Easement to the Town in an Assignment of Conservation Easement Agreement recorded in Book 8447, Page 2025, Wake County Registry, with the exception of third party enforcement rights contained elsewhere in this agreement, and thereby permit the Town to amend the Original Easement in order to substantially restore the property to its original condition, including repair of the dam and to maintain the Protected Property as a park area for the use and enjoyment of the general public; and

NOW THEREFORE, for and in consideration of \$1.00 and other good and valuable consideration including the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, the Grantor and the Town do hereby modify the Original Easement recorded at Book 3341 at Page 349 of the Wake County Registry, and the Grantor hereby establishes with the Town an Amended and Restated Conservation Easement in perpetuity over the Protected Property consisting of the following:

1. The right of view of the Protected Property in its natural, scenic, and open condition, including the right to enter the Protected Property only as provided for herein.

2. In the event that the dam which creates Bass Lake is rebuilt and subsequently fails, thereby requiring substantial reconstruction of the dam as opposed to its repair, then Grantor, its beneficiaries, successors in interest and assigns, reserves the right to elect not to reconstruct such dam.

3. The right to enter the Protected Property at all reasonable times for the purpose of inspecting the Protected Property to determine if the Grantor, or its beneficiaries, successors in interest or assigns, is complying with the covenants and purposes of this grant; and further to observe and study nature and to make scientific and educational observations and studies.

And in furtherance of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of itself, successors in interest and assigns, which covenants shall run in perpetuity with and bind the Protected Property:

Covenants:

1. There shall be no construction or placing of any camping accommodations, mobile homes, billboards or other advertising material, except that the Grantor reserves the right to construct such fencing as is necessary in its judgment or in the judgment of its successors in interest to the property to prevent trespass on the Protected Property from adjacent properties; provided, however, that the Grantor reserves no right to construct any fencing on the property identified hereinafter as "ZONE TWO" (except that the property identified hereinafter as the "Parking Lot" shall be subject to such right to construct fencing).

2. There shall be no mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the land in any manner except as is necessary for construction, maintenance and repair of the dam and related structures, including public walkways which may be used by motorized vehicles for maintenance and emergency purposes;

3. There shall be no removal, destruction or cutting of trees or plants, nor planting of non-native trees or plants, spraying with biocides, grazing of domestic animals or disturbance or change in the natural habitat in any manner, except as is necessary for the restoration of Bass Lake and for the construction and maintenance of walkways or other structures related to and necessary for public use and benefit;

4. There shall be no dumping of ashes, trash, garbage, or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, except as is necessary for the restoration of Bass Lake and for the construction and maintenance of walkways or other structures related to and necessary for public use and benefit;

5. There shall be no manipulation or alteration of natural water courses, lake shores, marshes or other water bodies or activities or uses detrimental to water purity, except as is necessary for the restoration of Bass Lake and for the construction and maintenance of walkways or other structures (including access structures) related to and necessary for public use and benefit;

7. There shall be no hunting or trapping except to the extent necessary to keep the animal population within the numbers consistent with the ecological balance of the area;

8. There shall be no operation of motorboats with other than electric-powered motors, except as is necessary for the restoration of Bass Lake and for the construction and maintenance of walkways or other structures related to and necessary for public use and benefit;

9. There shall be no commercial enterprises operated or conducted on any part of the Protected Property, except for those activities operated and maintained by the Town for the use and enjoyment of the public, such as boat rentals, bait shops or similar operations.

PROVIDED, HOWEVER, and notwithstanding any of the foregoing provisions to the contrary, the Amended and Restated Conservation Easement Agreement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor, which are hereby expressly reserved by the Grantor to and for itself and its successors in interest and assigns with regard to Protected Property not otherwise conveyed to the Town:

1. Of the property identified as "ZONE TWO" which is the property marked with diagonal lines on the survey dated August 11, 1981 entitled "Property of J. Harry Cornell" prepared by Rose & Purcell, Inc. and is more particularly described in Exhibit B which is attached hereto and incorporated herein by reference, the following rights:

(a) To construct not more than five (5) additional single-family dwelling units, for a total of six (6) such units on the Protected Property, including the existing unit. Such units shall be set back from the nearest property line at least sixty (60) feet.

(b) To subdivide the property identified as "ZONE TWO" into not more than a total of six (6) lots. There shall be no more than one (1) single-family dwelling unit constructed on each lot so subdivided. For each such dwelling unit, there shall be permitted appurtenant structures and aesthetic fencing only as are necessary for residential purposes and not for commercial purposes.

(c) To provide a means of ingress and egress to each of said units by the most direct practical route, provided that such construction and routes of ingress and egress be constructed in such a way as to preserve the natural and aesthetic character of the Protected Property, and provided that prior to such construction, the Nature Conservancy will be notified in writing of the proposed construction.

(d) To have only house pets which are confined to the dwelling unit and its immediate

that clearing of trees and other plants shall be minimized to the extent practicable for the purpose of providing maximum wildlife habitat.

(f) To construct a well and/or septic tank system for each such residence, or to connect to municipal water and sewer system if and when available.

(g) To control growth of non-native plant life and native plant life which would otherwise spread oppressively to the detriment of native plant life (e.g. bamboo, kudzu, ivy and poison ivy) and to remove dead trees.

(h) To use such motorized vehicles as are either (i) operated solely for transportation purposes and are restricted to established access driveways or (ii) are used for care and maintenance of the Protected Property.

2. To take any action necessary to preserve water levels or the natural purity of the water or to prevent the erosion of any shoreline of any wetland, stream, pond or lake upon the Protected Property, provided that any such action will be approved by Town officials and is consistent with sound environmental practices and will comply with all applicable provisions of state and federal law and regulations;

3. Except as otherwise restricted herein, to give, devise, sell, assign or otherwise transfer by operation of law or by deed, all or any part of the Protected Property, or to transfer to the extent desired, but not for commercial purposes, the uses and rights reserved herein, provided that the same shall remain and be subject to the Amended and Restated Conservation Easement Agreement granted herein and to the uses and rights herein reserved.

The Grantor, his heirs and assigns, agree to pay any real estate taxes or assessments levied by all proper governmental authorities on ZONE TWO.

The Grantor agrees that the terms, conditions, restrictions, and purposes of this grant will be inserted by it in any subsequent deed, or other legal instrument, by which the Grantor divests itself of either the fee simple title to or its possessory interest to the Protected Property.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Nature Conservancy, its successors and assigns forever.

Except as expressly limited herein, the Grantor reserves for itself, its successors in interest and assigns, all rights as owner of the Protected Property, including the right to use the Property for all purposes not inconsistent with this grant which shall include the right to construct wells and water systems (which shall include the right to construct wells and water systems) on the Protected Property.

The easement conveyed herein by Grantor is transferrable; PROVIDED, however, that: (1) the Transferee is an organization which is then qualified as an eligible donee under Section 170(h)(3) of the Internal Revenue Code, as it may be amended from time to time; and (2) the conservation purposes of this easement continues to be protected in perpetuity. In the event of a later unexpected change in the conditions surrounding the Protected Property which makes impossible or substantially impractical the continued use of the property for conservation purposes, the property may be sold or exchanged; PROVIDED, however, that any proceeds are used by Nature Conservancy or its assigns for the protection of a relatively natural habitat of fish, wildlife plants or similar ecosystem as described in Section 170(h)(3)(ii) of the Internal Revenue Code, as that section may be amended from time to time.

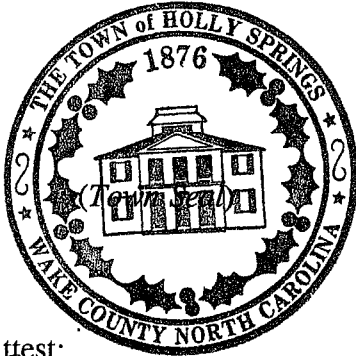
THIRD PARTY ENFORCEMENT. Although the Grantee shall have the primary right and responsibility to enforce and maintain this Agreement, The Nature Conservancy shall have the right, but not the obligation, to prevent and correct violations of the terms of this Conservation Easement. With advance written notice to the Grantee, The Nature Conservancy may enter the Protected Property for the purpose of inspecting for violations. If The Nature Conservancy finds a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could substantially diminish or impair the conservation values of the Protected Property, The Nature Conservancy shall give the Grantee written notice of the violation and sixty (60) days to correct it (or to begin good faith efforts to correct in the event the violation is something which cannot be reasonably corrected in sixty days), before filing any legal action. If a court with jurisdiction determines that a violation does exist or has occurred, The Nature Conservancy may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantee to restore the Protected Property to its condition prior to the violation. The failure of The Nature Conservancy to take immediate legal action shall not bar it from doing so at a later time.

The terms of this Easement shall survive any merger of the fee interest in the Protected Property.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year
first above written.

TRUST U/T/W OF JAMES HARRY CORNELL
DATED OCTOBER 18, 1984

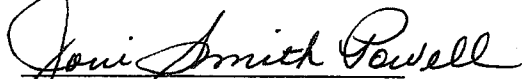
By: 
ROBERT E. MONROE, Trustee

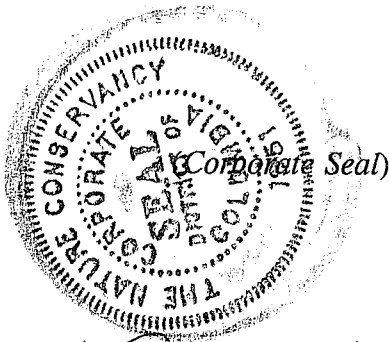


TOWN OF HOLLY SPRINGS

By: 
GERALD HOLLEMAN, Mayor

Attest:

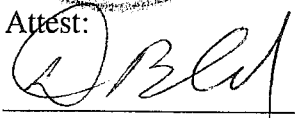

JONI SMITH POWELL, Town Clerk



THE NATURE CONSERVANCY

By: 
Vice President
Michael L. Andrews

Attest:


David Bland, Asst. Secretary

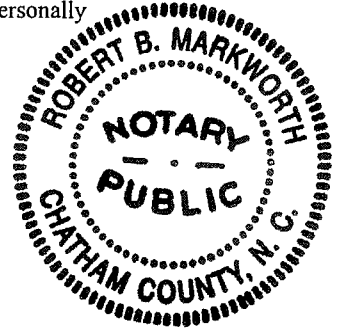
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Robert B. Markworth, Notary Public for said County and State, certify that Robert E. Monroe, Trustee of the Trust under the will of James Harry Cornell Dated October 18, 1984, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of October, 1999.

My Commission Expires: 10/18/2003

Robert B. Markworth
Notary Public



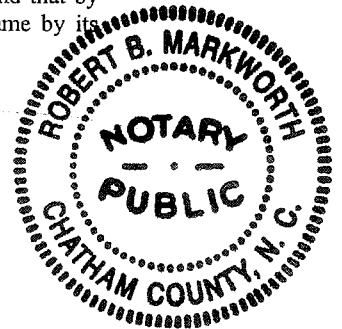
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Robert B. Markworth, Notary Public for said County and State, certify that Joni Smith Powell came before me this day and acknowledged that she is the Town Clerk of the Town of Holly Springs, a North Carolina body politic and political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with the Town seal, and attested by her as its Town Clerk.

Witness my hand and official seal this the 27th day of October, 1999.

My Commission Expires: 10/18/2003

Robert B. Markworth
Notary Public



STATE OF NORTH CAROLINA, COUNTY OF ORANGE

I, Dorothy Gerard, Notary Public for said County and State, certify that David Bland, came before me this day and acknowledged that he is the Asst. Secretary of The Nature Conservancy, a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the corporate seal, and attested by him as its Asst. Secretary.

Witness my hand and official seal this the 26th day of October, 1999.

My Commission Expires: 02/10/2002

Dorothy Gerard
Notary Public

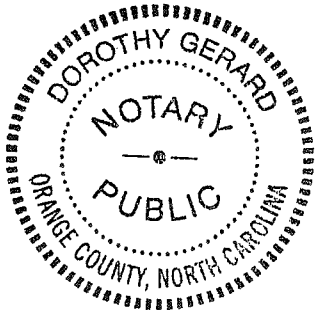


EXHIBIT A

CONSERVATION EASEMENT
J. HARRY CORNELL TO THE NATURE CONSERVANCY

BEGINNING at a concrete monument, said point being located North 11° 36' East 793.74 feet from a concrete monument near the southwest corner of Bass Lake, a corner of the Adams property as appears on the plat to which reference is hereafter made, runs thence as shown on the plat along the Adams line North 11° 36' East 370.59 feet to a concrete monument on the bank of a creek; runs thence North 6° 33' West 459.65 feet to a point in a large stone marked by pine pointer; runs thence North 3° 07' East 484.55 feet to a nail in a pile of stone near an iron pipe; runs thence with the line of Mallie J. Stephens North 4° 37' East 635.02 feet to an iron pipe in a pile of stone; runs thence North 24° 40' West 149.18 feet to an iron pipe; runs thence North 35° 42' West 87.88 feet to an iron pipe; runs thence North 56° 04' West 77.31 feet to an iron pipe; runs thence North 8° 46' West 159.90 feet to an iron pipe; runs thence North 6° 39' West 111.39 feet to an iron pipe; runs thence North 38° 38' West 69.95 feet to a concrete monument, thence North 48° 12' East 68.16 feet to an iron pipe; thence North 83° 46' East 136.40 feet to an iron pipe; thence South 44° 09' East 123.84 feet to an iron pipe; thence North 26° 56' East 48.71 feet to an iron pipe; thence North 1° 13' West 108.24 feet to an iron pipe; thence North 23° 50' East 61.24 feet to an iron pipe; thence North 50° 00' East 97.75 feet to an iron pipe; thence South 88° 14' East 76.37 feet to an iron pipe; thence North 73° 49' East 78.96 feet to an iron pipe; thence North 3° 35' East 171.72 feet to an iron pipe; thence North 51° 20' West 55.45 feet to an iron pipe; thence North 18° 12' West 127.93 feet to an iron pipe; thence North 22° 35' East 58.61 feet to an iron pipe; thence North 51° 45' East 85.89 feet to an iron pipe; thence North 80° 11' East 133.52 feet to an iron pipe, thence North 52° 01' East 73.8 feet to an iron pipe; thence North 59° 22' East 93.48 feet to an iron pipe; thence North 40° 20' East 102.39 feet to an iron pipe; thence North 69° 12' East 148.0 feet to an iron pipe; thence North 37° 08' East 96.48 feet to an iron pipe; thence North 86° 45' East 106.50 feet to an iron pipe; thence North 77° 00' East 102.24 feet to an iron pipe; thence North 60° 15' East 71.0 feet to an old iron pipe in a pile of stones; thence continuing with the plat as follows: North 66° 45' East 277.79 feet to an iron pipe in the South right of way line of State Road 1393, also known as Bass Lake Road; runs thence North 54° 48' East 65.56 feet to an iron pipe on the North right of way line of State Road 1393; runs thence with the north right of way line of State Road 1393 South 58° 13' East 251.40 feet to an iron pin the Southeast corner of the property of Marguerite Akins; runs thence along the north right of way line Bass Lake Road South 57° 30' East 65.45 feet to a concrete monument, a new corner with Waverly F. Akins; runs thence with the north right of way line of State Road 1393 the following courses and distances; runs thence South 57° 30' East 33.56 feet to a point; runs thence South 54° 59' East 102.04 feet to a point; runs thence South 50° 28' East 102.70 feet to a point; runs thence South 45° 19' East 102.95 feet to a point; runs thence South 39° 51' East 102.43 feet to a point; runs thence South 36° 41' East 102.85 feet to a point; runs thence South 29° 37' East 104.40 feet to a point; runs thence South 20° 31' East 104.32 feet to a point; runs thence South 13° 43' East 102.71 feet to a point; runs thence South 10° 41' East 101.00

line South 78° 19' West 1079.77 feet to an iron pipe in a pile of stone; runs thence a line near the lake in a southerly direction along a line parallel to and 20 feet East of a line established at an elevation of 325.87 feet (the water line at average flow of 3 inches over the spillway) above sea level, said line running 2300.78 feet more or less to a concrete monument in the line of Waverly Akins and said line running the following courses and distances according to the revised survey referred to hereinafter; South 29° 15' East 23.56 feet to an iron pin; South 03° 51' West 46.98 feet to an iron pin; South 12° 25' West 59.65 feet to an iron pin; South 33° 53' West 80.83 feet to an iron pin; South 23° 24' West 90.82 feet to an iron pin; South 11° 19' West 48.85 feet to an iron pin; South 24° 58' West 56.26 feet to an iron pin; South 57° 52' West 40.15 feet to an iron pin; South 27° 27' West 31.19 feet to an iron pin; South 54° 41' West 91.50 feet to an iron pin; South 31° 54' West 77.06 feet to an iron pin; South 07° 04' East 131.96 feet to an iron pin; South 13° 56' West 134.14 feet to an iron pin; South 42° 02' East 76.35 feet to an iron pin; South 17° 23' East 56.95 feet to an iron pin; South 56° 55' East 86.38 feet to an iron pin; South 44° 37' East 35.81 feet to an iron pin; South 28° 47' East 95.88 feet to an iron pin; South 04° 46' East 36.55 feet to an iron pin; South 33° 43' West 126.94 feet to an iron pin; South 29° 20' West 96.55 feet to an iron pin; South 16° 19' West 76.38 feet to an iron pin; South 32° 43' West 39.48 feet to an iron pin; South 03° 45' West 63.67 feet to an iron pin; South 25° 59' West 84.86 feet to an iron pin; South 23° 00' West 144.00 feet to an iron pin; South 23° 23' West 79.60 feet to an iron pin; South 04° 10' West 35.34 feet to an iron pin; South 45° 41' East 39.86 feet to an iron pin; South 03° 45' West 87.76 feet to an iron pin; South 48° 59' East 37.23 feet to an iron pin; South 09° 40' West 32.84 feet to an iron pin; South 50° 33' West 78.40 feet to said concrete monument in the line of Waverly Akins; runs thence North 86° 53' West 422.56 feet across the mouth of Bass Lake to a concrete monument, the point and place of BEGINNING. Excepting therefrom 4.50 acres conveyed to Phil Ellis by deed dated January 30, 1958, recorded in Book 1310 at page 487 in the office of the Register of Deeds of Wake County, bounded and described as BEGINNING at an iron stake near the East end of the Dam in Bass Lake, runs thence North 42° 15' East 254 feet to an iron stake near the bridge of Bassall Creek; runs thence South 26° 15' East along the western edge of the Public Road 331 feet to an iron stake, thence South 9° 45' East along the edge of the road 565.3 feet to an iron stake, thence South 77° 30' West 59.6 feet to an iron stake, thence North 40° 40' West 354.3 feet to a point in the center of the pipe in the well; thence North 60° 15' West 200 feet to an iron stake in the edge of Bass Lake; thence North 16° 30' East 76 feet to an iron stake, thence North 14° 30' East 208 feet to an iron stake; thence North 46° 30' West 27.7 feet to an iron stake at the end of the Dam, the point and place of BEGINNING.

Also excepting therefrom so much of said tract as lies in the right of way of State Road 1393 also known as Bass Lake Road. Except for the portion of the east line modified by a boundary agreement between Waverly F. Akins and wife Anna R. Akins and J. H. Cornell and wife Dorothy C. Cornell recorded in Book 2933, Page 688, Wake County Registry, the foregoing is a description of Bass Lake according to a survey and plat of the property of J. Harry Cornell dated April 11, 1981 and prepared by Rose and Purcell, Inc., Surveyors which plat is recorded in Book of Maps 1981, Page 505, Wake County Registry.

EXHIBIT B

CONSERVATION EASEMENT
J. HARRY CORNELL TO THE NATURE CONSERVANCY

Property referred to as "ZONE TWO" property in the subject Conservation Easement is that property marked with diagonal lines on a survey dated August 11, 1981 entitled "Property of J. Harry Cornell" prepared by Rose & Purcell, Inc., consisting of two separate tracts as shown thereon and being more particularly described as follows:

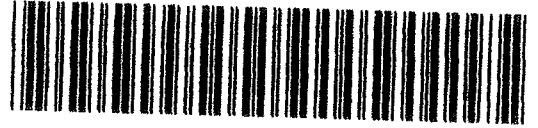
TRACT ONE

BEGINNING at a point being an iron pipe in the south right of way line of State Road 1393 (known as Bass Lake Road), said point also being a corner of property now or formerly owned by J. H. Akins as shown on said plat, runs thence along the South right-of-way line of said road South 58° 13' East 45.25 feet to an iron pipe; runs thence South 29° 21' West 284.65 feet to an iron pipe on the shoreline of Bass Lake; runs thence along said shoreline the following courses and distances: North 63° 39' West 45.50 feet to a point; South 40° 51' West 11.50 feet to a point; North 55° 08' West 112.00 feet to a point; North 81° 13' West 90.00 feet to a point; runs thence North 19° 22' East 40.00 feet to an iron pipe in the line of J. H. Akins; runs thence along the line of J. H. Akins North 60° 15' East 71.00 feet to an iron pipe; runs thence North 66° 45' East 277.79 feet to the point and place of BEGINNING.

TRACT TWO

BEGINNING at a point being an iron pipe lying in the west right-of-way line of State Road 1393 (known as Bass Lake Road), said point also being a corner of property now or formerly owned by Ruby N. Stephens; runs thence along said Stephens line South 78° 39' West 471.86 feet to an concrete monument in a pile of stone; runs thence South 78° 19' West 1079.77 feet to an iron pipe; runs thence South 78° 19' West 20.23 feet to a point lying in the shoreline of Bass Lake; runs thence along the shoreline of Bass Lake in a Northerly and Easterly direction to a point in the shoreline of Bass Lake, said point being a common corner with property now or formerly owned by Phil Ellis as shown on said plat; runs thence along said Ellis line South 60° 15' East 200.00 feet to a point being the well pipe in a well house; runs thence South 40° 40' East 354.30 feet to an iron pipe; runs thence North 77° 30' East 59.60 feet to an iron pipe lying in the West right-of-way line of State Road 1393; runs thence along said West right-of-way line South 13° 04' East 101.40 feet to the point and place of BEGINNING.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02029 - 02040



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate S of Dorothy Gerard
Robert B. Markworth

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and Page 230 of 591

Excise Tax/Revenue Stamps \$ -0-	Wake County, NC 428 Laura M Riddick, Register Of Deeds Presented & Recorded 10/28/1999 12:49:20 Book : 008447 Page : 02041 - 02044
---------------------------------------	---

0658.04 74 2738

Tax Lot No. _____ Parcel Identifier No. 0658.02 89 6150
Verified by _____ County on the _____ day of _____, 19____.
by _____

Mail after recording to **SANFORD HOLSHOUSER LAW FIRM, PLLC**
219 FAYETTEVILLE ST. MALL, STE. 1000
Raleigh, NC 27602
This instrument was prepared by Robert B. Markworth, Esq.

BRIEF DESCRIPTION FOR THE INDEX

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this the _____ day of October, 1999 by and between

GRANTOR THE NATURE CONSERVANCY, a nonprofit corporation	GRANTEE TOWN OF HOLLY SPRINGS Post Office Box 8 Holly Springs, North Carolina 27540
--	--

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Holly Springs Township, Wake County, North Carolina and more particularly described as follows:

See Exhibit A Attached Hereto

EXHIBIT A

Tract 1

BEGINNING at a concrete monument near the southwest corner of Bass Lake, a corner of the C. A. Adams property as appearing on the plat to which reference is hereinafter made; runs thence along Adams line and North $11^{\circ} 36'$ East 793.74 feet to a concrete monument; runs thence North $86^{\circ} 53'$ West 422.56 feet to a concrete monument in the line of property shown on said plat as Akins Farms; runs thence along said Akins line in a Southerly direction along a line parallel to and 20 feet East of a line established at an elevation of 325.87 feet (the water line at average flow of 3 inches over the spillway) above sea level, said line running 773 feet more or less to a concrete monument in the line of Waverly Akins and W. H. Burt; runs thence North $86^{\circ} 53'$ West 618.60 feet to the point and place of beginning and containing 10.3 acres more or less according to a survey entitled "Property of J. Harry Cornell" prepared by Rose and Purcell, Inc. dated August 11, 1981.

Tract 2

Lying and being in Holly Springs Township, and BEGINNING at a point which is a concrete monument in the north right-of-way line of State Road 1393 (Bass Lake Road), said monument being located below the dam for Bass Lake as appears on a plat entitled Property of J. Harry Cornell dated April 1981, prepared by Rose and Purcell, Inc., Surveyors and Engineers, and recorded in the Wake County Registry in Map Book 1981, Page 505, runs thence North 8 degrees 50 minutes East 140.42 feet to a point in Spring Branch; runs thence North 66 degrees 5 minutes East 242.50 feet to a concrete monument, a corner of the property of Waverly Akins, and being also the northwest corner of the Sunset Lake property, according to a plat recorded in Book of Maps 1920, Page 188, Wake County Registry; runs thence with the line of the Sunset Lake property South 6 degrees 35 minutes West 295.60 feet to an iron pipe and concrete monument; runs thence South 73 degrees 46 minutes East 230.05 feet to a point in the center of Brazzils Creek (said point being North 73 degrees 46 minutes West 31.18 feet from a concrete monument); runs thence South 39 degrees 33 minutes West 189.08 feet to an iron pin in the north right-of-way line of State Road 1393; runs thence along the north right-of-way of State Road 1339 the following courses and distances: North 39 degrees 51 minutes West 70.97 feet to a point; runs thence North 45 degrees 19 minutes West 102.95 feet to a point; runs thence North 50 degrees 28 minutes West 102.70 feet to a point; runs thence North 54 degrees 59 minutes West 102.04 feet to a point; runs thence North 57 degrees 37 minutes West 33.56 feet to a concrete monument, the point and place of BEGINNING, and containing 1.82 acres more or less according to a survey prepared by Rose and Purcell, Inc., Surveyors, Engineers, Planners, Fayetteville, North Carolina, dated August, 1970, and revised March 28, 1984.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02041 - 02044



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate ___ of _____

Dorothy Gerard

Notary(ies) Public is (are) certified to be correct. This instrument Page 234 of 591
and this certificate are duly registered at the date and time and in the book and

Wake County, NC 429
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/28/1999 12:49:21
Book : 008447 Page : 02045 - 02049

Revenue Stamps

-0-

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 0658 02 88 2033
Verified by _____ County on the _____ day of _____, 19__
by _____

Mail after recording to: Robert B. Markworth, The Sanford Holshouser Law Firm PLLC, PO Box 2447, Raleigh, NC 27602

This instrument was prepared by Robert B. Markworth, Esq. (PREPARED WITHOUT TITLE EXAMINATION)
Brief description for the Index

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED made this the 27th DAY OF October, 1999 by and between

GRANTOR

RICHARD W. ELLIS and wife,
EVELYN M. ELLIS

GRANTEE

TOWN OF HOLLY SPRINGS
Post Office Box 8
Holly Springs, North Carolina 27540

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that said Grantor, by this quitclaim deed of gift, for no consideration paid by the Grantee, does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in the City of Holly Springs, Holly Springs Township, Wake County, North Carolina and more particularly described as follows:

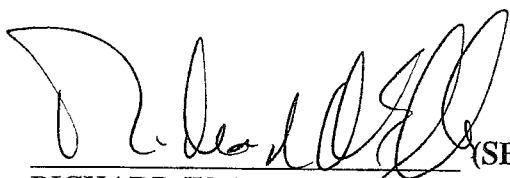
See Exhibit A attached hereto

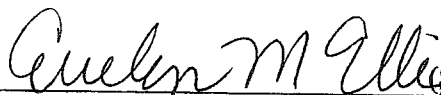
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges thereunto belonging to the Grantee his heirs and/or assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under him.

Title to the property hereinabove described is subject to the following exceptions:

1. 1999 ad valorem taxes.
2. All easements, rights of ways and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.


RICHARD W. ELLIS

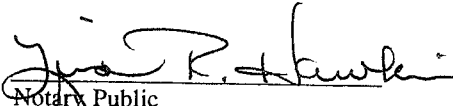

EVELYN M. ELLIS



NORTH CAROLINA, WAKE COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Richard W. Ellis and Evelyn M. Ellis, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 19th day of October, 1999.

My Commission Expires: 4/18/01


Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ COUNTY. I, _____ a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is _____ Secretary of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this the _____ day of _____, 19 ____.

My Commission Expires: _____

Notary Public

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

by _____ Register of Deeds for _____ County.
Deputy/Assistant-Register of Deeds.

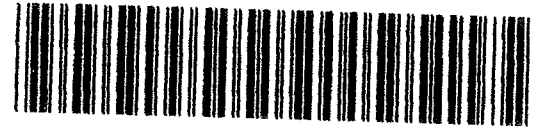
EXHIBIT A

BASS LAKE LEGAL DESCRIPTION

BEGINNING at an existing concrete monument in the western right of way line of Bass Lake Road (S.R. 1393) with the N.C. Grid Coordinates, NAD 83, N=689,128.551, E=2,058,189.816; thence from said point of beginning, running along the western right of way of Bass Lake Road, South 62°53'06" East 276.48 feet, thence, South 61°50'12" East 97.34 feet to a point; thence, South 59°12'12" East 98.29 feet to a point; thence, South 54°41'12" East 97.64 feet to a point; thence, South 49°32'12" East 97.39 feet to a point; thence, South 44°04'12" East 67.75 feet to a point; thence, South 43°25'16" East 44.58 feet to a point; thence, South 41°59'57" East 25.25 to an iron pipe set in the boundary line of, now or formerly, Richard W. and Evelyn M. Ellis; running with the Ellis' boundary line the following three calls: South 38°03'26" West 234.84 feet to an existing iron pipe; thence, South 10°18'26" West 208.32 feet to an existing iron pipe; thence, South 11°43'59" West 76.52 feet to an existing iron pipe; thence, South 27°55'00" West 39.25 feet to an iron pipe set; thence, South 56°36'50" West 67.15 feet to an iron pipe set; thence, South 78°02'17" West 38.13 feet to an iron pipe set; thence, South 76°17'09" West 52.45 feet to an iron pipe set; thence, South 78°47'09" West 21.36 feet to an iron pipe set; thence, South 10°56'31" West 56.79 feet to an iron pipe set; thence, South 02°32'56" West 87.97 feet to an iron pipe set; thence, South 08°55'34" West 60.82 feet to an iron pipe set; thence, South 44°18'18" West 80.58 feet to an iron pipe set; thence, South 81°50'05" West 50.32 feet to an iron pipe set; thence, South 66°48'03" West 40.00 feet to an iron pipe set; thence, South 80°50'13" West 44.39 feet to an iron pipe set; thence, South 76°07'56" West 46.21 feet to an iron pipe set; thence, South 60°57'11" West 36.48 feet to an iron pipe set; thence, South 28°42'24" West 25.39 feet to an iron pipe set; thence, South 17°46'08" West 11.69 feet to an iron pipe set; thence, South 09°43'08" West 37.26 feet to an iron pipe set; thence, South 19°56'10" West 52.05 feet to an iron pipe set; thence, South 47°51'00" West 34.38 feet to an iron pipe set; thence, North 86°08'36" West 27.59 feet to an iron pipe set; thence, North 58°39'07" West 45.33 feet to an iron pipe set; thence, South 87°55'25" West 43.61 feet to an iron pipe set; thence, South 52°38'42" West 50.20 feet to an iron pipe set; thence, North 75°13'51" West 38.83 feet to an iron pipe set; thence, South 81°03'10" West 34.24 feet to an iron pipe set; thence, South 46°29'16" West 41.10 feet to an iron pipe set; thence, South 11°36'10" West 19.02 feet to an iron pipe set; thence South 39°55'36" West 63.91 feet to an iron pipe set; thence, North 78°15'46" West 26.12 feet to an iron pipe set; thence, North 45°16'01" West 33.12 feet to an iron pipe set; thence, North 55°59'49" West 65.07 feet to an iron pipe set; thence, North 78°10'23" West 33.42 feet to an iron pipe set; thence, South 84°12'55" West 18.54 feet to an iron pipe set; thence, South 51°41'53" West 34.77 feet to an iron pipe set; thence, South 15°30'50" West 51.02 feet to an iron pipe set; thence, South 05°32'21" East 48.37 feet to an iron pipe set; thence, South 06°43'44" East 50.40 feet to an iron pipe set; thence, South 09°38'32" East 47.05 feet to an iron pipe set; thence, South 16°22'31" East 48.29 feet to an iron pipe set; thence, South 16°22'31" East 8.56 feet to an iron pipe set; thence, North 74°04'41" East 17.96 feet to an existing iron pipe; thence, South 13°10'13" East 73.44 feet to an existing iron pipe; thence, South 20°18'37" West 134.80 feet to an existing iron pipe; thence, South 14°34'21" West 139.14 feet to an existing iron pipe; thence, South 34°17'04" West 124.23 feet to an existing iron pipe; thence, South 39°58'42" West 100.00 feet to an existing iron pipe.

pipe; thence, South 11°20'44" East 131.90 feet to an existing iron pipe; thence, South 09°25'36" West 45.05 feet to an existing iron pipe; thence, South 09°36'09" West 89.21 feet to an existing iron pipe; thence, South 46°22'59" East 151.97 feet to an existing iron pipe; thence, South 46°21'35" East 95.52 feet to an existing iron pipe; thence, South 33°10'11" East 95.96 feet to an existing iron pipe; thence, South 09°10'09" East 36.50 feet to an existing iron pipe; thence, South 29°20'38" West 127.05 feet to an existing iron pipe; thence, South 19°15'03" West 171.75 feet to an existing iron pipe; thence, South 09°10'26" West 100.68 feet to an existing iron pipe; thence, South 23°11'31" West 84.69 feet to an existing iron pipe; thence, South 18°38'03" West 144.09 feet to an existing iron pipe; thence, South 12°29'09" West 84.69 feet to an existing iron pipe; thence, South 01°19'08" West 250.38 feet to an existing iron pipe; thence, South 88°46'06" West 422.75 feet to an existing iron pipe; thence, North 07°14'26" East 370.78 feet to an existing iron pipe; thence, North 10°35'32" West 459.23 feet to an existing iron pipe; thence, North 00°23'08" West 1119.08 feet to an existing iron pipe; thence, North 28°58'53" West 149.11 feet to an existing iron pipe; thence, North 39°58'54" West 87.88 feet to an existing iron pipe; thence, North 60°24'01" West 77.34 feet to an existing iron pipe; thence, North 13°00'29" West 159.87 feet to an existing iron pipe; thence, North 10°56'33" West 111.43 feet to an existing iron pipe; thence, North 42°45'33" West 69.95 feet to an existing iron pipe; thence, North 42°04'27" East 68.16 feet to an existing iron pipe; thence, North 79°58'58" East 136.85 feet to an iron pipe set; thence, South 48°22'27" East 124.45 feet to an existing iron pipe; thence, North 22°41'14" East 48.65 feet to an existing iron pipe; thence, North 05°21'04" West 108.15 feet to an existing iron pipe; thence, North 19°44'27" East 61.32 feet to an existing iron pipe; thence, North 45°55'30" East 40.13 feet to an existing iron pipe; thence, North 45°46'46" East 57.63 feet to an existing iron pipe; thence, North 87°40'55" East 76.29 feet to an existing iron pipe; thence, North 69°40'50" East 78.95 feet to an existing iron pipe; thence, North 00°32'32" West 103.57 feet to an existing iron pipe; thence, North 00°38'11" West 68.29 feet to an existing iron pipe; thence, North 55°34'34" West 55.42 feet to an existing iron pipe; thence, North 22°21'27" West 127.91 feet to an existing iron pipe; thence, North 18°19'31" East 58.57 feet to an existing iron pipe; thence, North 47°37'32" East 48.93 feet to an existing iron pipe; thence, North 47°32'54" East 36.97 feet to an existing iron pipe; thence, North 75°53'33" East 75.33 feet to an existing iron pipe; thence, North 76°01'09" East 58.2 feet to an existing iron pipe; thence, North 47°49'03" East 12.67 feet to an existing iron pipe; thence, North 47°18'42" East 61.18 feet to an existing iron pipe; thence, North 55°08'51" East 89.13 feet to an existing iron pipe; thence, North 55°03'59" East 4.33 feet to an existing iron pipe; thence, North 36°06'37" East 102.22 feet to an existing iron pipe; thence, North 64°57'14" East 27.59 feet to an existing iron pipe; thence, North 64°59'16" East 120.50 feet to an existing iron pipe; thence, North 32°54'54" East 96.48 feet to an iron pipe set; thence, North 82°33'01" East 106.48 feet to an existing iron pipe; thence, North 72°46'52" East 102.19 feet to an existing iron pipe; thence, North 56°02'29" East 70.94 feet to an existing iron pipe; thence, North 62°29'38" East 29.54 feet to an existing iron pipe; thence, North 62°31'08" East 248.46 feet to an existing iron pipe to the point and place of BEGINNING, according to that survey entitled "Survey for Town of Holly Springs", dated October 6, 1999, by Mauldin-Watkins Surveying, P.A., P.O. Box 444, Fuquay Varina, North Carolina 27526, 919-552-9326 and recorded in Book of Maps 1999, Pages 1962-1964, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02045 - 02049



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate____ of _____

Linda R. Hawkins

Notary(ies) Public is (are) certified to be correct. This instrumentPage 239 of 591
and this certificate are duly registered at the date and time and in the book and

Wake County, NC 431
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/28/1999 12:49:22
State Of NC Real Estate Excise Tax : \$358
Book : 008447 Page : 02050 - 02055

Excise Tax/Revenue Stamps \$ 358.00

Tax Lot No. _____ Parcel Identifier No. 0658 02 88 2033
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to **SANFORD HOLSHOUSER LAW FIRM, PLLC**
219 FAYETTEVILLE ST. MALL, STE. 1000
Raleigh, NC 27602

This instrument was prepared by Robert B. Markworth, Esq.

BRIEF DESCRIPTION FOR THE INDEX

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this the 27th day of October, 1999 by and between

GRANTOR

TRUST UNDER THE WILL OF JAMES HARRY
CORNELL DATED OCTOBER 18, 1984,
ROBERT E. MONROE, TRUSTEE; RICHARD T.
SANDERS; BROOKS COLE SANDERS and wife,
MARTHA N. COOKSEY; MELISSA SANDERS
JUHAN and husband, CHARLES JUHAN and
JENNIFER ANNE SANDERS

GRANTEE

TOWN OF HOLLY SPRINGS
Post Office Box 8
Holly Springs, North Carolina 27540

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Holly Springs Township, Wake County, North Carolina and more particularly described as follows:

See Exhibit A Attached Hereto

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2124, Page 677, Wake County Registry, North Carolina.

A map showing the above described property is recorded in Book of Maps _____, Page _____, Wake County Registry, North Carolina.

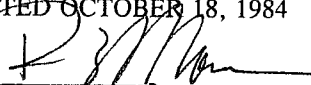
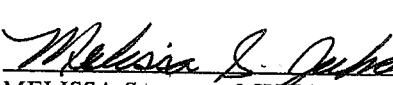
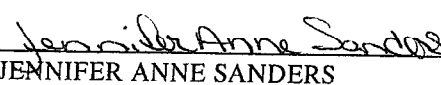
TO HAVE AND TO HOLD the aforesaid lot or parcel of land an all privileges and appurtenances thereto belonging to the Grantee in fee simple.

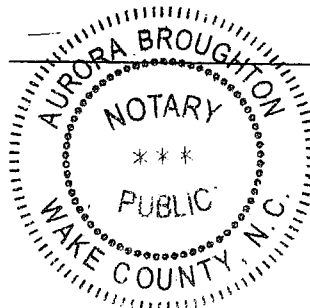
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property is subject to the following exceptions:

1. Ad valorem taxes for the year 1999 and subsequent years.
2. All easements, rights-of-way and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

TRUST U/T/W JAMES HARRY CORNELL DATED OCTOBER 18, 1984  (seal) ROBERT E. MONROE, Trustee  (seal) RICHARD T. SANDERS, JR.  (seal) BROOKS COLE SANDERS  (seal) MARTHA A. COOKSEY	 (seal) MELISSA S. JUHAN  (seal) CHARLES JUHAN  (seal) JENNIFER ANNE SANDERS _____ (seal)
---	---



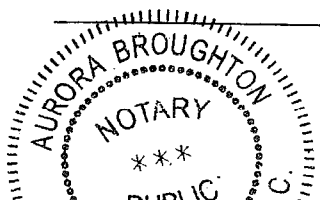
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that Robert E. Monroe, Trustee of the Trust u/t/w of J. Harry Cornell dated October 18, 1984 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03

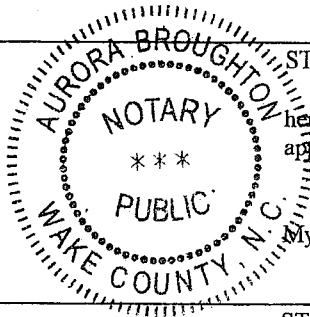
Aurora Broughton
Notary Public



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that RICHARD T. SANDERS, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

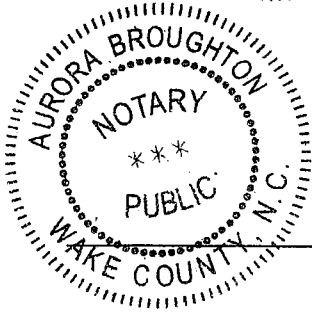
Witness my hand and official seal this the 26 day of October, 1999.



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that MELISSA S. JUHAN and CHARLES JUHAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03 Aurora Broughton
Notary Public



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that JENNIFER ANNE SANDERS personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03 Aurora Broughton
Notary Public

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02050 - 02055



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate S of Aurora Broughton
Anna yn. Skinder

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and Page 243 of 591

EXHIBIT A
BASS LAKE LEGAL DESCRIPTION

BEGINNING at an existing concrete monument in the western right of way line of Bass Lake Road (S.R. 1393) with the N.C. Grid Coordinates, NAD 83, N=689,128.551, E=2,058,189.816; thence from said point of beginning, running along the western right of way of Bass Lake Road, South 62°53'06" East 276.48 feet, thence, South 61°50'12" East 97.34 feet to a point; thence, South 59°12'12" East 98.29 feet to a point; thence, South 54°41'12" East 97.64 feet to a point; thence, South 49°32'12" East 97.39 feet to a point; thence, South 44°04'12" East 67.75 feet to a point; thence, South 43°25'16" East 44.58 feet to a point; thence, South 41°59'57" East 25.25 to an iron pipe set in the boundary line of, now or formerly, Richard W. and Evelyn M. Ellis; running with the Ellis' boundary line the following three calls: South 38°03'26" West 234.84 feet to an existing iron pipe; thence, South 10°18'26" West 208.32 feet to an existing iron pipe; thence, South 11°43'59" West 76.52 feet to an existing iron pipe; thence, South 27°55'00" West 39.25 feet to an iron pipe set; thence, South 56°36'50" West 67.15 feet to an iron pipe set; thence, South 78°02'17" West 38.13 feet to an iron pipe set; thence, South 76°17'09" West 52.45 feet to an iron pipe set; thence, South 78°47'09" West 21.36 feet to an iron pipe set; thence, South 10°56'31" West 56.79 feet to an iron pipe set; thence, South 02°32'56" West 87.97 feet to an iron pipe set; thence, South 08°55'34" West 60.82 feet to an iron pipe set; thence, South 44°18'18" West 80.58 feet to an iron pipe set; thence, South 81°50'05" West 50.32 feet to an iron pipe set; thence, South 66°48'03" West 40.00 feet to an iron pipe set; thence, South 80°50'13" West 44.39 feet to an iron pipe set; thence, South 76°07'56" West 46.21 feet to an iron pipe set; thence, South 60°57'11" West 36.48 feet to an iron pipe set; thence, South 28°42'24" West 25.39 feet to an iron pipe set; thence, South 17°46'08" West 11.69 feet to an iron pipe set; thence, South 09°43'08" West 37.26 feet to an iron pipe set; thence, South 19°56'10" West 52.05 feet to an iron pipe set; thence, South 47°51'00" West 34.38 feet to an iron pipe set; thence, North 86°08'36" West 27.59 feet to an iron pipe set; thence, North 58°39'07" West 45.33 feet to an iron pipe set; thence, South 87°55'25" West 43.61 feet to an iron pipe set; thence, South 52°38'42" West 50.20 feet to an iron pipe set; thence, North 75°13'51" West 38.83 feet to an iron pipe set; thence, South 81°03'10" West 34.24 feet to an iron pipe set; thence, South 46°29'16" West 41.10 feet to an iron pipe set; thence, South 11°36'10" West 19.02 feet to an iron pipe set; thence, South 39°55'36" West 63.91 feet to an iron pipe set; thence, North 78°15'46" West 26.12 feet to an iron pipe set; thence, North 45°16'01" West 33.12 feet to an iron pipe set; thence, North 55°59'49" West 65.07 feet to an iron pipe set; thence, North 78°10'23" West 33.42 feet to an iron pipe set; thence, South 84°12'55" West 18.54 feet to an iron pipe set; thence, South 51°41'53" West 34.77 feet to an iron pipe set; thence, South 15°30'50" West 51.02 feet to an iron pipe set; thence, South 05°32'21" East 48.37 feet to an iron pipe set; thence, South 06°43'44" East 50.40 feet to an iron pipe set; thence, South 09°38'32" East 47.05 feet to an iron pipe set; thence, South 16°22'31" East 48.29 feet to an iron pipe set; thence, South 16°22'31" East 8.56 feet to an iron pipe set; thence, North 74°04'41" East 17.96 feet to an existing iron pipe; thence, South 13°10'13" East 73.44 feet to an existing iron pipe; thence, South 20°18'37" West 134.80 feet to an existing iron pipe; thence, South 14°34'21" West 139.14 feet to an existing iron pipe; thence, South 34°17'04" West 124.23 feet to an existing iron pipe; thence, South 39°58'42"

pipe; thence, South 11°20'44" East 131.90 feet to an existing iron pipe; thence, South 09°25'36" West 45.05 feet to an existing iron pipe; thence, South 09°36'09" West 89.21 feet to an existing iron pipe; thence, South 46°22'59" East 151.97 feet to an existing iron pipe; thence, South 46°21'35" East 95.52 feet to an existing iron pipe; thence, South 33°10'11" East 95.96 feet to an existing iron pipe; thence, South 09°10'09" East 36.50 feet to an existing iron pipe; thence, South 29°20'38" West 127.05 feet to an existing iron pipe; thence, South 19°15'03" West 171.75 feet to an existing iron pipe; thence, South 09°10'26" West 100.68 feet to an existing iron pipe; thence, South 23°11'31" West 84.69 feet to an existing iron pipe; thence, South 18°38'03" West 144.09 feet to an existing iron pipe; thence, South 12°29'09" West 84.69 feet to an existing iron pipe; thence, South 01°19'08" West 250.38 feet to an existing iron pipe; thence, South 88°46'06" West 422.75 feet to an existing iron pipe; thence, North 07°14'26" East 370.78 feet to an existing iron pipe; thence, North 10°35'32" West 459.23 feet to an existing iron pipe; thence, North 00°23'08" West 1119.08 feet to an existing iron pipe; thence, North 28°58'53" West 149.11 feet to an existing iron pipe; thence, North 39°58'54" West 87.88 feet to an existing iron pipe; thence, North 60°24'01" West 77.34 feet to an existing iron pipe; thence, North 13°00'29" West 159.87 feet to an existing iron pipe; thence, North 10°56'33" West 111.43 feet to an existing iron pipe; thence, North 42°45'33" West 69.95 feet to an existing iron pipe; thence, North 42°04'27" East 68.16 feet to an existing iron pipe; thence, North 79°58'58" East 136.85 feet to an iron pipe set; thence, South 48°22'27" East 124.45 feet to an existing iron pipe; thence, North 22°41'14" East 48.65 feet to an existing iron pipe; thence, North 05°21'04" West 108.15 feet to an existing iron pipe; thence, North 19°44'27" East 61.32 feet to an existing iron pipe; thence, North 45°55'30" East 40.13 feet to an existing iron pipe; thence, North 45°46'46" East 57.63 feet to an existing iron pipe; thence, North 87°40'55" East 76.29 feet to an existing iron pipe; thence, North 69°40'50" East 78.95 feet to an existing iron pipe; thence, North 00°32'32" West 103.57 feet to an existing iron pipe; thence, North 00°38'11" West 68.29 feet to an existing iron pipe; thence, North 55°34'34" West 55.42 feet to an existing iron pipe; thence, North 22°21'27" West 127.91 feet to an existing iron pipe; thence, North 18°19'31" East 58.57 feet to an existing iron pipe; thence, North 47°37'32" East 48.93 feet to an existing iron pipe; thence, North 47°32'54" East 36.97 feet to an existing iron pipe; thence, North 75°53'33" East 75.33 feet to an existing iron pipe; thence, North 76°01'09" East 58.2 feet to an existing iron pipe; thence, North 47°49'03" East 12.67 feet to an existing iron pipe; thence, North 47°18'42" East 61.18 feet to an existing iron pipe; thence, North 55°08'51" East 89.13 feet to an existing iron pipe; thence, North 55°03'59" East 4.33 feet to an existing iron pipe; thence, North 36°06'37" East 102.22 feet to an existing iron pipe; thence, North 64°57'14" East 27.59 feet to an existing iron pipe; thence, North 64°59'16" East 120.50 feet to an existing iron pipe; thence, North 32°54'54" East 96.48 feet to an iron pipe set; thence, North 82°33'01" East 106.48 feet to an existing iron pipe; thence, North 72°46'52" East 102.19 feet to an existing iron pipe; thence, North 56°02'29" East 70.94 feet to an existing iron pipe; thence, North 62°29'38" East 29.54 feet to an existing iron pipe; thence, North 62°31'08" East 248.46 feet to an existing iron pipe to the point and place of BEGINNING, according to that survey entitled "Survey for Town of Holly Springs", dated October 6, 1999, by Mauldin-Watkins Surveying, P.A., P.O. Box 444, Fuquay Varina, North Carolina 27526, 919-552-9326 and recorded in Book of Maps 1999, Pages 1962-1964, Wake County Registry.

Prepared by and **RETURN** to:
Robert B. Markworth, Esq.
The Sanford Holshouser Law Firm PLLC
Post Office Box 2447
Raleigh, North Carolina 27602

Wake County, NC 437
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/28/1999 12:49:25
Book : 008447 Page : 02064 - 02067

STATE OF NORTH CAROLINA
COUNTY OF WAKE

TERMINATION OF LAKE ACCESS RIGHTS

THIS TERMINATION OF LAKE ACCESS RIGHTS is made and entered into this the 27th day of October, 1999, by and between THE TRUST U/T/W OF JAMES HARRY CORNELL DATED OCTOBER 18, 1984, ROBERT E. MONROE, TRUSTEE and RICHARD T. SANDERS, JR.; BROOKS COLE SANDERS and wife, MARTHA N. COOKSEY; MELISSA SANDERS JUHAN and husband, CHARLES JUHAN and JENNIFER ANNE SANDERS (hereinafter referred to as the "Cornell Trust"), and THE TOWN OF HOLLY SPRINGS, a public body politic and political subdivision of the State of North Carolina (hereinafter referred to as the "Town").

W I T N E S S E T H:

WHEREAS, The Cornell Trust is the fee simple owner of certain real property designated as the 10.669 acre tract adjacent to Bass Lake ("Cornell Tract") as shown on the plat and survey entitled "Survey for: Town of Holly Springs", dated October 6, 1999 and prepared by Mauldin - Watkins Surveying, P.A., said plat recorded in Book of Maps 1999, Page 1962, Wake County Registry (the "Survey"); and,

WHEREAS, the Town is the fee simple owner of certain real property known and designated as Bass Lake as described in that certain deed recorded in Book 8447 Page 2050 Wake County Registry; and shown on the Survey and,

WHEREAS, the dam and spillway creating Bass Lake were damaged by Hurricane Fran in September, 1996, causing the lake to drain; and,

WHEREAS, the Town has purchased Bass Lake for the purpose of reconstructing the dam and spillway, thereby recreating Bass Lake and operating it as a public park; and,

WHEREAS, the Cornell Trust has retained limited lake access rights for the Cornell Tract; and,

WHEREAS, the Town desires that the Cornell Trust relinquish and terminate its limited lake access rights, thus allowing the Town to completely control access to Bass Lake; and,

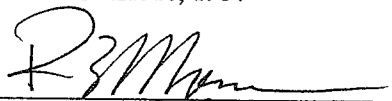
WHEREAS, the Cornell Trust desires to relinquish and terminate its limited lake access rights for the Cornell Tract.

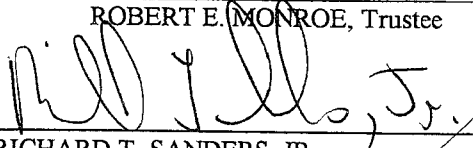
NOW, THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: Page 246 of 591

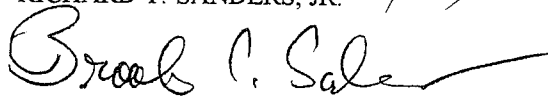
The Cornell Trust will relinquish and terminate any and all right to access Bass Lake from the Cornell Tract. This Termination of Lake Access Rights is binding on all parties hereto, subsequent purchasers, successors in interest and/or assigns, and shall run with the land in perpetuity.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

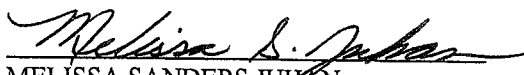
TRUST U/T/W OF JAMES HARRY CORNELL
DATED OCTOBER 18, 1984

By: 
ROBERT E. MONROE, Trustee

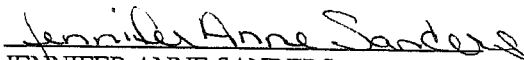

RICHARD T. SANDERS, JR.

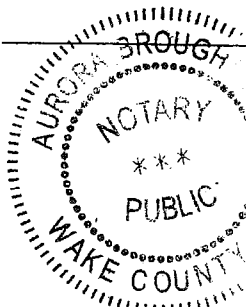

BROOKS COLE SANDERS


MARTHA A. COOKSEY MAC


MELISSA SANDERS JUHAN


CHARLES JUHAN


JENNIFER ANNE SANDERS



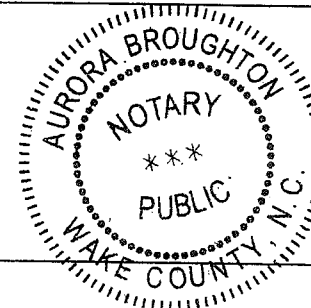
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that Robert E. Monroe, Trustee of the Trust u/t/w of J. Harry Cornell dated October 18, 1984 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03

Aurora Broughton
Notary Public



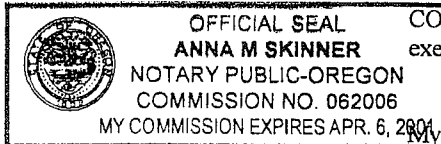
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that RICHARD T. SANDERS, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03

Aurora Broughton
Notary Public



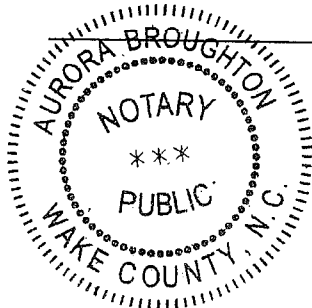
STATE OF OREGON, COUNTY OF Multnomah

I, Anna M Skinner, a Notary Public of the County and State aforesaid do hereby certify that BROOKS COLE SANDERS and MARTHA N. COOKSEY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22 day of October, 1999.

My Commission Expires: 4/6/2001

Anna M Skinner
Notary Public



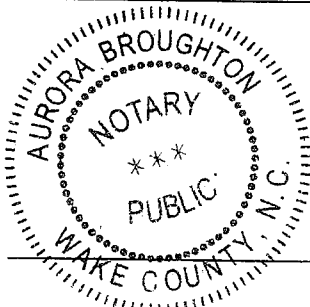
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that MELISSA SANDERS JUHAN and CHARLES JUHAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03

Aurora Broughton
Notary Public



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that JENNIFER ANNE SANDERS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03

Aurora Broughton
Notary Public

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02064 - 02067



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate S of Aurora Broughton
Anna M. Skinner

____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and

Prepared by and RETURN to:
Robert B. Markworth, Esq.
The Sanford Holshouser Law Firm PLLC
Post Office Box 2447
Raleigh, North Carolina 27602

Wake County, NC 439
Laura M Riddick, Register Of Deeds

Presented & Recorded 10/28/1999 12:49:26

Book : 008447 Page : 02068 - 02074

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

BOUNDARY LINE AND EASEMENT AGREEMENT

THIS BOUNDARY LINE AND EASEMENT AGREEMENT is made and entered into this the 27th day of September, 1999, by and between THE TRUST U/T/W OF JAMES HARRY CORNELL DATED OCTOBER 18, 1984, ROBERT E. MONROE, TRUSTEE; RICHARD T. SANDERS, JR.; BROOKS COLE SANDERS and wife, MARTHA N. COOKSEY; MELISSA SANDERS JUHAN and husband, CHARLES JUHAN and JENNIFER ANNE SANDERS (hereinafter referred to as the "Cornell Trust"); and THE TOWN OF HOLLY SPRINGS, a public body politic and political subdivision of the State of North Carolina (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, The Cornell Trust is the fee simple owner of certain real property designated as the 10.669 acre tract adjacent to Bass Lake ("Cornell Tract") as shown on the plat and survey entitled "Survey For: Town of Holly Springs", dated October 6, 1999 and prepared by Mauldin - Watkins Surveying, P.A., said plat recorded in Book of Maps 1999, Page 1962, Wake County Registry (the "Survey"); and,

WHEREAS, the Town is the fee simple owner of certain real property known and designated as Bass Lake as described in that certain deed recorded in Book 8447, Page 2050, Wake County Registry and shown on the Survey; and,

WHEREAS, the Town is planning on reconstructing the original Bass Lake dam and spillway according to specifications which would result in a new lake water level and new shoreline; and,

WHEREAS, the parties hereto desire to establish the existing shoreline along the portion of the shore that borders the Cornell Tract as the boundary line between the respective parcels of land, as well as make provisions for the modification of the boundary line at such time as the dam and spillway are reconstructed and the lake is refilled, with the new boundary line corresponding to the new normal water mark for Bass Lake.

WHEREAS, the Town wishes to acquire, and the Cornell Trust desires to grant, a twenty (20) foot access easement along the boundary line.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The common boundary line between the Bass Lake property and the adjoining Cornell Tract property will be the existing shoreline as shown on the Survey.
2. The Town, its agents, successors in interest and/or assigns forever release and quitclaim unto the Cornell Trust, its agents, successors in interest and/or assigns any right, title or interest in and to any of the real property located on the Cornell Trust side of the newly established boundary line running adjacent to the Cornell Tract.
3. The Cornell Trust, its agents, successors in interest and/or assigns forever release and quitclaim unto the Town, its agents, successors in interest and/or assigns, any right title or interest in and to any real property, riparian rights or property rights located on the Town side of the newly established boundary running adjacent to the Cornell Tract.
4. The parties hereto agree that once the dam and spillway are reconstructed and the lake refilled, they will:
 - a. Have the Town commission, at the Town's expense, a surveyor to create a new survey of the real property showing the new waterline, as determined by the water level occurring when the water is at the top of the new spillway, but not overflowing.
 - b. Establish the new waterline as the new boundary line between Bass Lake and the adjoining Cornell Tract.
 - c. Execute and record whatever documents, including the new survey, as may be necessary to establish the new boundary line.
5. The Cornell Trust hereby grants to the Town a twenty (20) foot access easement along the common boundary line solely for the purpose of monitoring, maintaining and preserving Bass Lake. The Town shall have no right to build, modify, construct, cut, erect signs or fences or modify the property within the boundary of the easement.
6. At such time as the dam and spillway are reconstructed, the lake refilled and the new boundary line is established, the parties hereto agree to reposition the twenty (20) foot access easement to run from the then existing waterline out from the lake. This access easement will be subject to the same terms and conditions set forth in Paragraph 5 above.

7. The parties hereto recognize that the water level of the lake will from time to time be above the level of the spillway, and further recognize the potential for the occasional occurrence of flooding caused by an extraordinary or unusual rise in the water level, and hereby agree that The Cornell Trust will suffer and permit the presence and the flow of such water above the spillway level, including flood water, across their lands adjoining the boundary line set forth above. The Cornell Trust agrees that the encroachment of such waters on their property does not and shall not create any riparian rights or rights of any kind to access the lake from their property.

8. Except as set forth herein, neither party shall have any rights to the ownership, use or enjoyment of any land, water or property not lying within their boundary as set forth above.

THIS BOUNDARY LINE AND EASEMENT AGREEMENT RUNS WITH THE LAND AND IS BINDING AND ENFORCEABLE AGAINST THE PARTIES HERETO, THEIR AGENTS, SUBSEQUENT PURCHASERS, SUCCESSORS IN INTEREST AND ASSIGNS.

(Signature Page Follows)

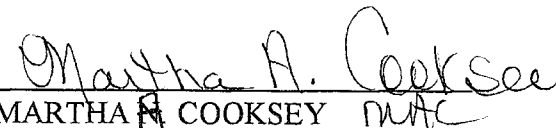
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

TRUST U/T/W OF JAMES HARRY CORNELL
DATED OCTOBER 18, 1984

By: 
ROBERT E. MONROE, Trustee

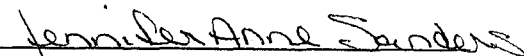

RICHARD T. SANDERS, JR.

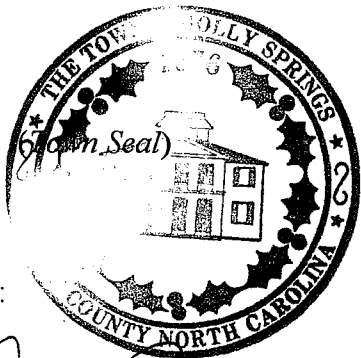

BROOKS COLE SANDERS


MARTHA A. COOKSEY *MAC*


MELISSA SANDERS JUHAN


CHARLES JUHAN


JENNIFER ANNE SANDERS

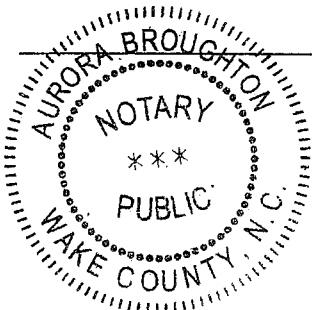


TOWN OF HOLLY SPRINGS

By: Gerald Holleman
GERALD HOLLEMAN, Mayor

Attest:

By: Joni Powell
JONI POWELL, Town Clerk

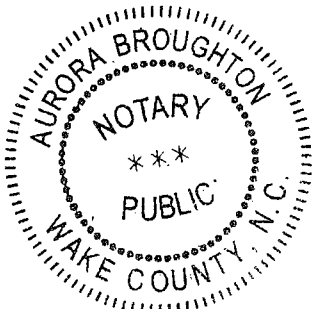


STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that Robert E. Monroe, Trustee of the Trust u/t/w of J. Harry Cornell dated October 18, 1984 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999.

My Commission Expires: 1-15-03 Aurora Broughton
Notary Public

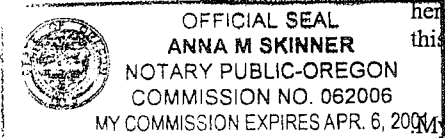


STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that Richard T. Sanders, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25 day of October, 1999.

My Commission Expires: 1-15-03 Aurora Broughton
Notary Public

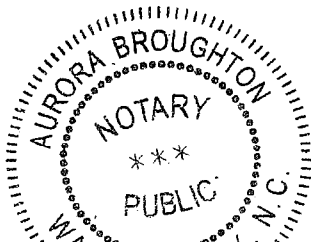


STATE OF Oregon, COUNTY OF Multnomah

I, Anna M. Skinner, a Notary Public of the County and State aforesaid do hereby certify that Brooks Cole Sanders and Martha N. Cooksey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22 day of October, 1999

My Commission Expires: 4/6/2001 Anna M Skinner
Notary Public

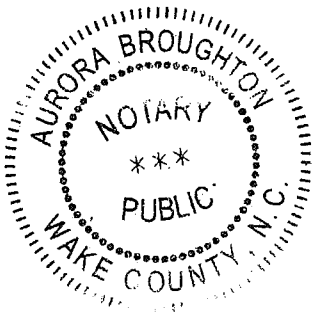


STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that Melissa Sanders Juhan and Charles Juhan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999

My Commission Expires: 1-15-03 Aurora Broughton
Notary Public



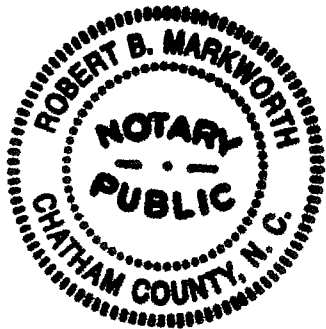
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Aurora Broughton, a Notary Public of the County and State aforesaid do hereby certify that Jennifer Anne Sanders personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of October, 1999

My Commission Expires: 1-15-03

Aurora Broughton
Notary Public



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Robert B. Markworth, Notary Public for said County and State, certify that Joni Smith Powell came before me this day and acknowledged that she is the Town Clerk of the Town of Holly Springs, a North Carolina body politic and political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with the Town seal, and attested by her as its Town Clerk.

Witness my hand and official seal this the 27th day of October, 1999.

My Commission Expires: 10/18/2003

Robert B. Markworth
Notary Public

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02068 - 02074



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate S of Robert B. Markworth
Aurora Broughton
Anna M. Skimer

Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and Page 256 of 591

Prepared by and RETURN to:
Robert B. Markworth, Esq.
The Sanford Holshouser Law Firm PLLC
Post Office Box 2447
Raleigh, North Carolina 27602

Wake County, NC 435
Laura M Riddick, Register Of Deeds

Presented & Recorded 10/28/1999 12:49:24

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Book : 008447 Page : 02059 - 02063

BOUNDARY LINE AND EASEMENT AGREEMENT

THIS BOUNDARY LINE AND EASEMENT AGREEMENT is made and entered into this the 27th day of October, 1999, by and between RICHARD W. ELLIS and wife, EVELYN M. ELLIS, citizens and residents of Wake County, North Carolina (hereinafter referred to as "Ellis"), and THE TOWN OF HOLLY SPRINGS, a public body politic and political subdivision of the State of North Carolina (hereinafter referred to as the "Town").

W I T N E S S E T H:

WHEREAS, Ellis is the fee simple owner of certain real property described in that certain deed recorded in Book 3182, Page 727, Wake County Registry, and designated as N/F Richard W. and Evelyn M. Ellis Property on the plat and survey entitled "Survey For: Town of Holly Springs", dated October 6, 1999 and prepared by Mauldin - Watkins Surveying, P.A., said plat recorded in Book of Maps 1999, Page 1962, Wake County Registry (the "Survey"); and,

WHEREAS, the Town is the fee simple owner of certain real property known and designated as Bass Lake as described in that certain deed recorded in Book 8447, Page 2050 Wake County Registry; and,

WHEREAS, the Town is planning on reconstructing the original Bass Lake dam and spillway according to specifications which would result in a new lake water level and new shoreline; and,

WHEREAS, the parties hereto desire to establish the existing shoreline of Bass Lake along the portion of the shoreline that borders the Ellis Property as the boundary line between the respective parcels of land, as well as make provisions for the modification of the boundary line at such time as the dam and spillway are reconstructed and the lake is refilled, with the new boundary line corresponding to the new normal water mark for Bass Lake; and,

WHEREAS, the Town wishes to acquire, and Ellis desires to grant, a twenty (20) foot access easement along the boundary line.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The common boundary line between the Bass Lake property and the adjoining Ellis Property will be the existing shoreline as shown on the Survey.

2. The Town, its agents, successors in interest and/or assigns forever release and quitclaim unto Ellis, their agents, successors in interest and/or assigns, any right, title or interest in and to any of the real property located on the East side of the newly established boundary line running adjacent to the Ellis Property.

3. Ellis, their agents, subsequent purchasers, successors in interest and/or assigns forever release and quitclaim unto the Town, its agents, successors in interest and/or assigns, any right title or interest in and to any real property, riparian rights or property rights located on the West side of the newly established boundary running adjacent to the Ellis Property.

4. The parties hereto agree that once the dam and spillway are reconstructed and the lake refilled, they will:

a. Have the Town commission a surveyor, at the Town's expense, to create a new survey of the real property showing the new waterline, as determined by the water level occurring when the water is at the top of the new spillway level, but not overflowing.

b. Establish the new waterline as the new boundary line between Bass Lake and the adjoining Ellis Property.

c. Execute and record whatever documents, including the new survey, as may be necessary to establish the new boundary line.

5. Ellis hereby grants to the Town a twenty (20) foot access easement along the common boundary line solely for the purpose of monitoring, maintaining and preserving Bass Lake. The Town shall have no right to build, modify, construct, cut, erect signs or fences or modify the property within the boundary of the easement.

6. At such time as the dam and spillway are reconstructed, the lake refilled and the new boundary line is established, the parties hereto agree to reposition the twenty (20) foot access easement to run from the then existing waterline out from the lake onto the Ellis Property. This access easement will be subject to the same terms and conditions set forth in Paragraph 5 above.

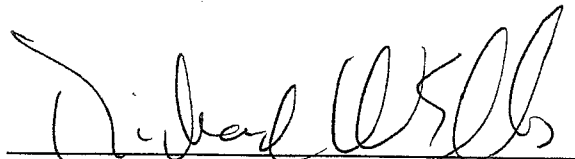
7. The parties hereto recognize that the water level of the lake will from time to time be above the level of the spillway, and further recognize the potential for the occasional occurrence of flooding caused by an extraordinary or unusual rise in the water level, and hereby agree that Ellis will

suffer and permit the presence and the flow of such water above the spillway level, including flood water, across their lands adjoining the boundary line set forth above. Ellis agrees that the encroachment of such waters on their property does not and shall not create any riparian rights or rights of any kind to access the lake from their property.

8. Except as set forth herein, neither party shall have any rights to the ownership, use or enjoyment of any land, water or property not lying within their boundary as set forth above.

THIS BOUNDARY LINE AND EASEMENT AGREEMENT RUNS WITH THE LAND AND IS BINDING AND ENFORCEABLE AGAINST THE PARTIES HERETO, THEIR AGENTS, SUBSEQUENT PURCHASERS, SUCCESSORS IN INTEREST AND ASSIGNS.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

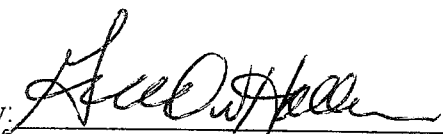

RICHARD W. ELLIS

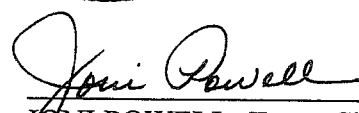

EVELYN M. ELLIS



Attest.

TOWN OF HOLLY SPRINGS

By: 
GERALD HOLLEMAN, Mayor

By: 
JONI POWELL, Town Clerk

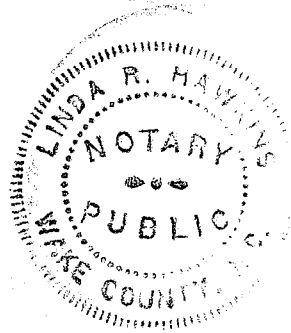
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Linda R. Hawkins, a Notary Public of the County and State aforesaid do hereby certify that Richard W. Ellis and Evelyn M. Ellis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of OCTOBER, 1999.

My Commission Expires: 6/18/01

Linda R. Hawkins
Notary Public



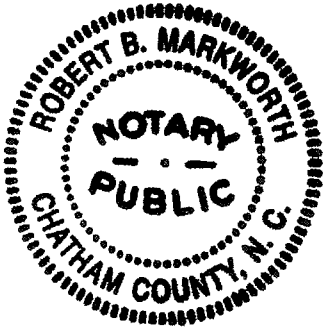
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Robert B. Markworth, Notary Public for said County and State, certify that Joni Smith came before me this day and acknowledged that she is the Town Clerk of the Town of Holly Springs, a North Carolina body politic and political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with the Town seal, and attested by her as its Town Clerk.

Witness my hand and official seal this the 27th day of October, 1999.

My Commission Expires: 10/18/2003

Robert B. Markworth
Notary Public



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02059 - 02063



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate S of Linda R. Hawkins

Robert B. Markworth

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and

Prepared by and RETURN to:
Robert B. Markworth, Esq.
The Sanford Holshouser Law Firm PLLC
Post Office Box 2447
Raleigh, North Carolina 27602

Wake County, NC 433
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/28/1999 12:49:23
Book : 008447 Page : 02056 - 02058

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT is made and entered into this the 27th day of October, 1999, by and between RICHARD W. ELLIS and wife, EVELYN M. ELLIS, citizens and residents of Wake County, North Carolina (hereinafter referred to as "Ellis"), and THE TOWN OF HOLLY SPRINGS, a public body politic and political subdivision of the State of North Carolina (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, Ellis is the fee simple owner of certain real property described in that certain deed recorded in Book 3182, Page 727, Wake County Registry, and designated as Ellis Property on the plat and survey entitled "Survey For: Town of Holly Springs", dated October 6, 1999 and prepared by Mauldin - Watkins Surveying, P.A., said plat recorded in Book of Maps 1999, Page 1962, Wake County Registry (the "Survey"); and,

WHEREAS, the Town is the fee simple owner of certain real property known and designated as Bass Lake as described in that certain deed recorded in Book 8447, Page 850 Wake County Registry; and,

WHEREAS, Ellis entered into a Sale Agreement with J. Harry Cornell and wife, Dorothy C. Cornell ("Cornells"), dated October 7, 1983 and recorded in Book 3182, Page 734, Wake County Registry ("Sale Agreement"), whereby Ellis was to purchase a certain real property adjoining Bass Lake and also to pay the Cornells the sum of Twenty Thousand Dollars (\$20,000.00) for a perpetual right and easement in and to the use and enjoyment of Bass Lake; and,

WHEREAS, Ellis and the Cornells entered into a Notice of Closing and Supplement to 7 October, 1983 Sale Agreement, dated February 24, 1984 and recorded in Book 3262, Page 858, Wake County Registry ("Notice of Closing"), whereby Ellis and the Cornells consummated their transaction and formally acknowledged the lake access easement set forth in the Sale Agreement; and,

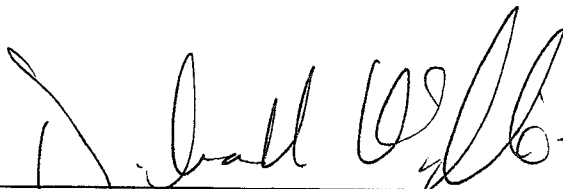
WHEREAS, the Town desires to purchase, and Ellis desires to sell the lake access easement granted in the Sale Agreement and the Notice of Sale, thereby terminating any and all of Ellis' lake access rights.

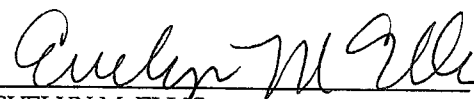
NOW, THEREFORE, for and in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

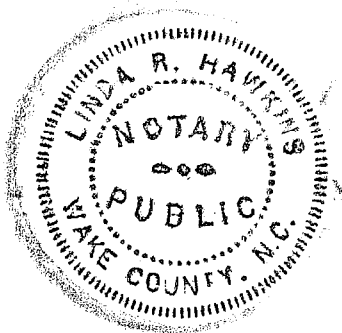
1. Ellis agrees to relinquish any and all rights to lake access set forth in the Sale Agreement and the Notice of Closing.

2. With the execution of this Easement Termination Agreement by Ellis and the payment of Twenty Thousand Dollars (\$20,000.00) to Ellis by the Town, this Easement Termination Agreement is binding on all parties hereto, subsequent purchasers, successors in interest and/or assigns, and shall run with the land in perpetuity.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.


RICHARD W. ELLIS


EVELYN M. ELLIS

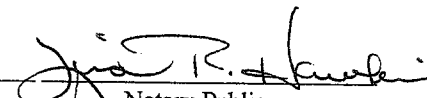


STATE OF NORTH CAROLINA, COUNTY OF WAKE

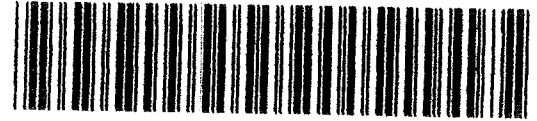
I, Linda R. Hawkins, a Notary Public of the County and State aforesaid do hereby certify that Richard W. Ellis and Evelyn M. Ellis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of OCTOBER, 1999.

My Commission Expires: 6/18/01


Notary Public

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008447 Page : 02056 - 02058



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate ___ of _____

Linda R. Hawkins

Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
Page 264 of 591

Town of Holly Springs
PETITION FOR VOLUNTARY ANNEXATION
☐ **CONTIGUOUS** ☐ **NON-CONTIGUOUS**

Planning & Development • PO Box 8 • Holly Springs, NC 27540 • (919) 557-3908

For Office Use Only:

Date Received: _____

Annexation File Number: _____

Submittal Date: _____

To the Board of Commissioners of Town of Holly Springs:

The undersigned, being all of the owners of the property described herein, request that the area described herein be annexed by the Town of Holly Springs pursuant to the provisions of G.S. 160A-31.

The area to be annexed is ☐ **contiguous** ☐ **non-contiguous** to the Town of Holly Springs and the boundaries of such territory are as shown on the attached Exhibit A.

The property to be annexed is identified by Wake County PIN # _____ and contains _____ acres.

The following is a list of required attachments for a voluntary annexation petition:

1. Written metes and bounds description of the property to be annexed.
2. Copies of all owners' deeds.
3. Two blueline copies of draft annexation plat, prepared by registered land surveyor, including the following information:
 - In title block "Annexation Map for Town of Holly Springs. Annexation File #: _____"
 - Vicinity map showing location of property in relation to existing corporate town limits, (where property is contiguous to the existing corporate limits, also indicate where corporate limits are adjacent to the property on the plat)
 - Surveyors' certificate (signed and notarized after draft plat approved by Town).
 - The following review officer's certificate:

"Review Officer's Certificate
State of North Carolina

I, _____, Review Officer of Wake County, certify that the plat or map to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date"

4. Once map is approved by Town staff, submit two (2) mylars.
 - Include a check for \$21.00 payable to Town of Holly Springs for recordation fee.

Property Owner(s)/Address

Signature(s)

Town of Holly Springs
Checklist: VOLUNTARY ANNEXATION

Date Received: _____

Annexation File #: _____

Property Owner: _____

Total Acreage of Proposed Annexation: _____ acres.

Wake County PIN(s): _____

Date Due:	Complete (✓)	Step in Annexation Process / Department:
		1. Planning Department Accepts Petition and Reviews For:
		– Identity and signatures of ALL property owners on petition
		– Owner(s) address(es) on petition
		– Copy of deed(s) reflecting area to be annexed provided with petition
		– Legible metes and bounds description of area to be annexed provided with petition
		– PIN(s) for Wake County provided on petition
		– Plat of annexation survey and two (2) Mylars of area to be annexed provided with petition. Mylar should include all relevant plan review statements and should be titled "Annexation Map for Town of Holly Springs. Annexation File No.: _____"
		– Check in the amount of \$21.00 payable to Town of Holly Springs for recording of maps by Wake County provided with petition – Check will be held until annexation ordinance is adopted. If the annexation is not approved, check will be returned to the petitioner.
		2. Planning Submits Petition, Maps and Recording Check to Town Clerk for Certification of Sufficiency of Petition and File Number Assignment.
		3. Clerk reviews Petition & Maps for:
		– Contiguous to city limits
		– Recording sufficiency of proposed annexation maps; supplies file number to maps
		– Vicinity map included (or prepared) for Board presentation
		– Metes and bounds accuracy on map so that map will match the ordinance
		4. Clerk Verifies with Engineering Department – Access to Water and Sewer
		5. Notice of Sufficiency by Town Clerk; Set Public Hearing
		6. Town Clerk Publishes Notice of Public Hearing; Notifies Owners Re: Hearing
		7. Clerk Prepares Ordinance for Public Hearing Date
		8. Hearing Conducted with Presentation by Planning Department; Ordinance Presented for Consideration by Board
		9. Adopted Ordinance Signed and Copies Certified by Town Clerk
		10. Forward Ordinance and Mylars to Register of Deeds for Recording – Town Clerk
		11. Forward Certified Copy of Recorded Ordinance and Copy of Recorded Map to

EXHIBIT D

Plans and Construction Drawings

Page 268 of 591

STATE OF NORTH CAROLINA, DIVISION OF HIGHWAYS

CONVENTIONAL PLAN SHEET SYMBOLS

BOUNDARIES AND PROPERTY:

BUILDINGS AND OTHER CULTURE:

HYDROLOGY:

RAILROADS:

RIGHT OF WAY & PROJECT CONTROL:

ROADS AND RELATED FEATURES:

VEGETATION:

EXISTING STRUCTURES:

UTILITIES:

POWER:

TELEPHONE:

WATER:

TV:

GAS:

SANITARY SEWER:

MISCELLANEOUS:

PLANS PREPARED BY:

300 S MAIN ST, SUITE 212
RALEIGH, NC 27601
PHONE: (919) 677-2000
FAX: (919) 677-2050
NC LICENSE #F-0102
© 2024

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SEAL[illegible]**PLANS PREPARED FOR:**

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

INDEX OF SHEETS
GENERAL NOTES
INCDOT ROADWAY STANDARD
DRAWINGS

KHA PROJECT:

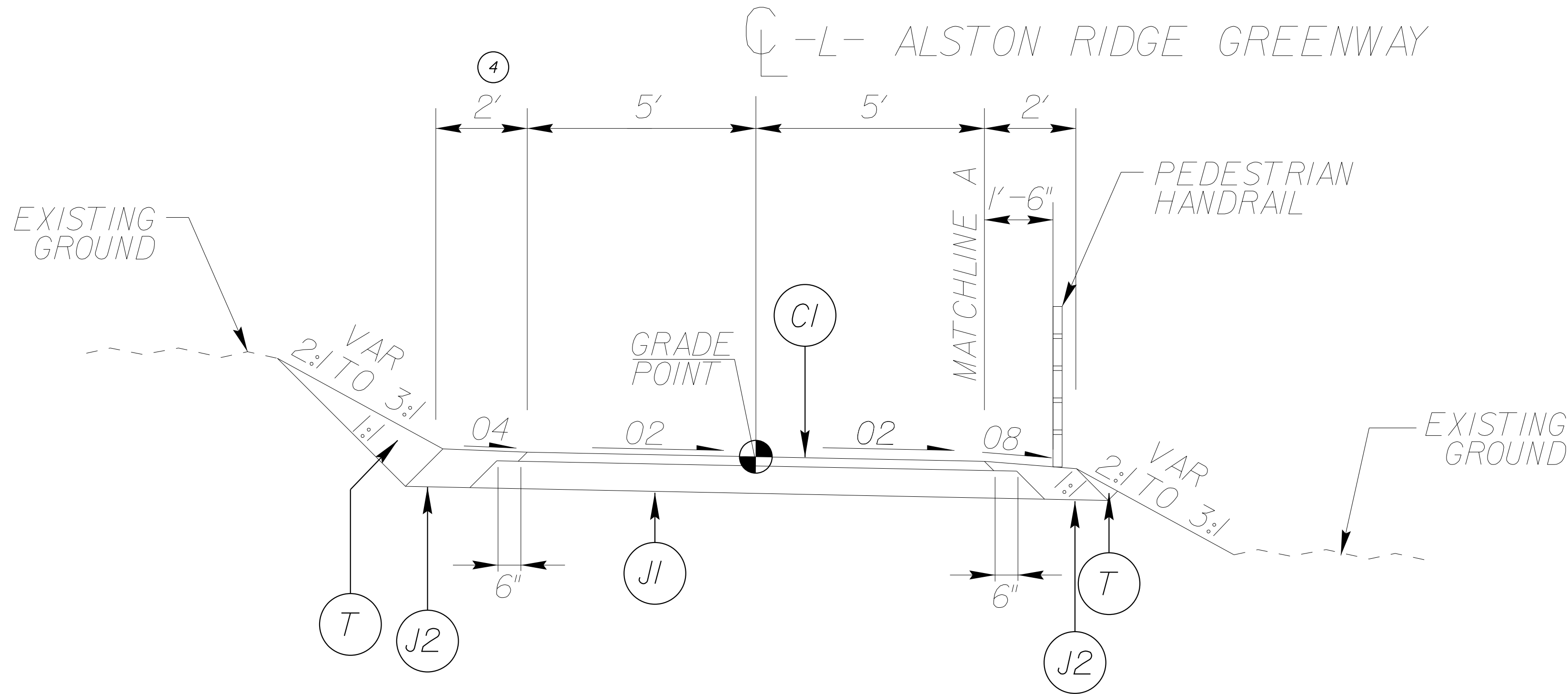
01262201

DATE: 1/31/2024

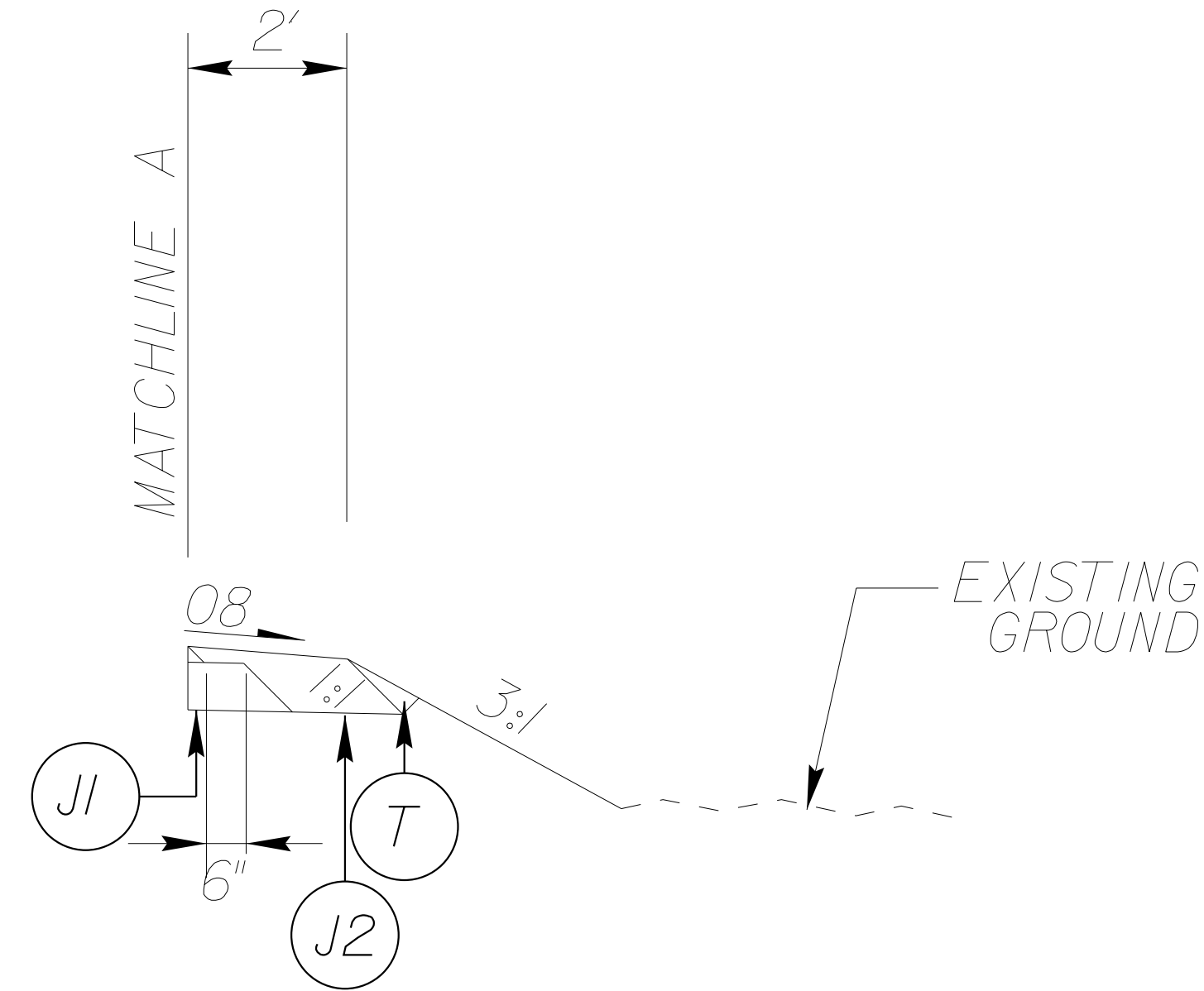
FINAL PLAN

1-B

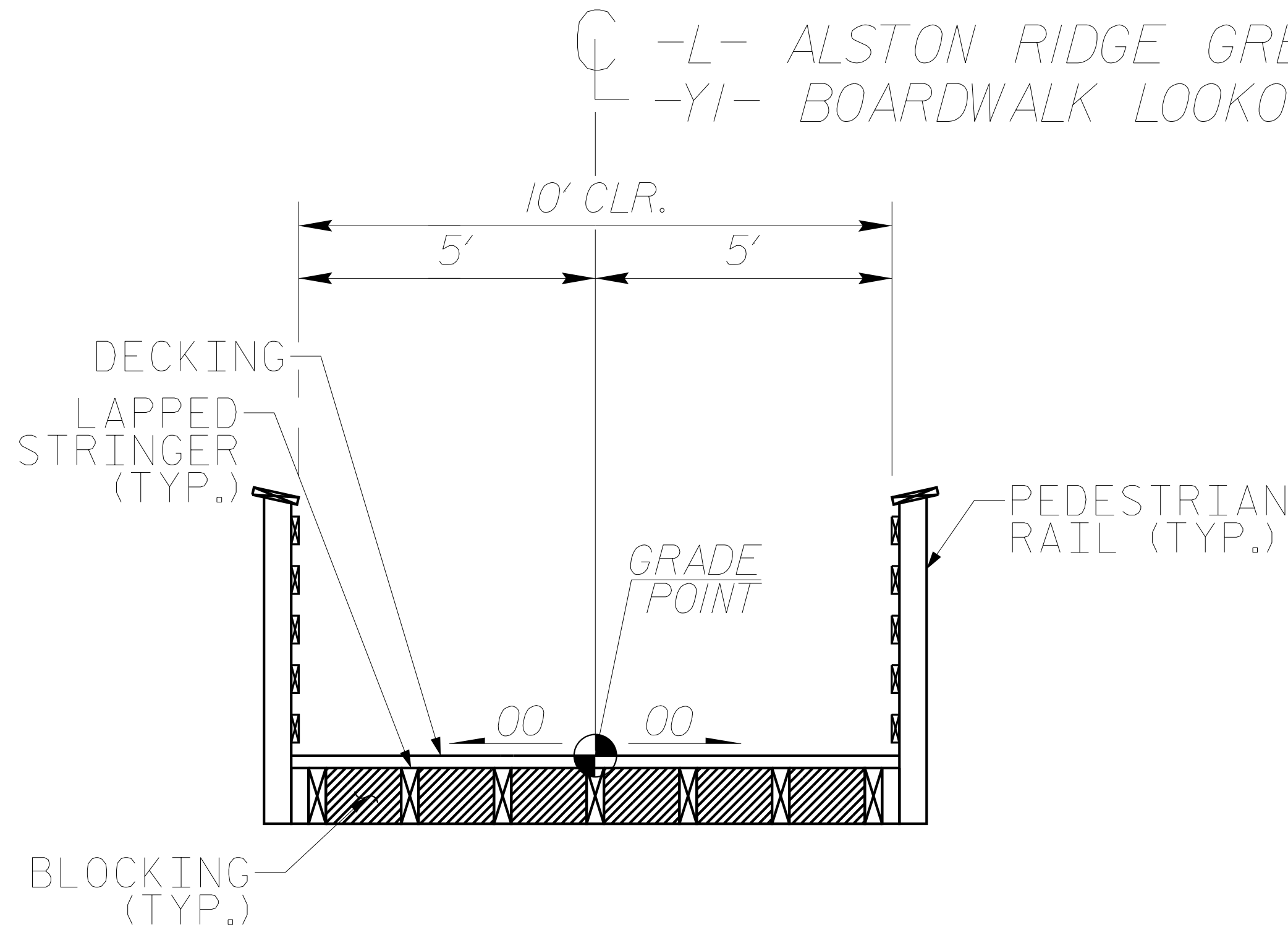
K:\RAL_Roadway\012622018A - Alston Ridge Greenway\Plan\Plan Sheets\Alston_Type.dgn 1/31/2024



1 TYPICAL SECTION
-L- STA 10+25.00 TO STA 32+44.99
-L- STA 33+54.99 TO STA 34+44.60
-YI- STA 10+05.00 TO STA 10+23.00



1A TYPICAL SECTION
-L- STA 17+25.00 TO STA 18+75.00
-L- STA 25+75.00 TO STA 29+25.00



2 TYPICAL SECTION
-L- STA 32+44.99 TO STA 33+54.99
-YI- STA 10+23.00 TO STA 10+63.00

- NOTES:
1. SEE PLANS FOR SPECIFIC MULTI-USE PATH LOCATIONS.
 2. PAVEMENT EDGE SLOPES ARE 1:1 UNLESS OTHERWISE NOTED.
 3. SEE PLAN SHEETS FOR MULTI-USE PATH SUPERELEVATION TRANSITIONS. (2% MAX SUPERELEVATION)
 4. SLOPE SHOULDERS FOR POSITIVE DRAINAGE. OFTEN REQUIRES CONTINUING PAVEMENT OR SHOULDER SLOPE UNTIL TIE-IN WITH NATURAL GROUND (SEE CROSS SECTIONS)
 5. SEE CROSS SECTIONS FOR SPECIFIC CUT/FILL SLOPES
 6. SEE PLAN SHEETS FOR PEDESTRIAN HANDRAIL LOCATIONS.
 7. SEE CROSS SECTIONS AND PROFILES FOR SPECIAL DITCH GRADES

PAVEMENT SCHEDULE	
CI	PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B, AT AN AVERAGE RATE OF 165 LBS. PER SQ. YD.
J1	PROPOSED 8" AGGREGATE BASE COURSE
J2	PROPOSED AGGREGATE BASE COURSE (SHOULDER - MATCH ADJACENT BASE DEPTH)
T	PROPOSED COMPACTED EARTH MATERIAL
U	EXISTING PAVEMENT

PLANS PREPARED BY:

Kimley»Horn

300 S. MAIN ST., SUITE 212
HOLLY SPRINGS, NC 27540
PHONE: (919) 677-2000
FAX: (919) 677-2050
NC LICENSE #T-0002
© 2024

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SEAL

REVISIONS	
NO.	DATE

PLANS PREPARED FOR:
FUQUAY-VARINA
north carolina
TOWN OF FUQUAY-VARINA

PROJECT:
TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:
TYPICAL SECTIONS

KHA PROJECT:
012622018
DATE:
1/31/2024

FINAL PLANS

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

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PLANS PREPARED FOR:



TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

ALIGNMENT
CURVE DATA

KHA PROJECT:

012622018

DATE: **1/21/2024**

FINAL PLANS

2A

-L-

<i>Pl Sta 13+00.72</i>	<i>Pl Sta 14+77.82</i>	<i>Pl Sta 15+83.42</i>
$\Delta = 13^{\circ} 14' 59.3''$ (RT)	$\Delta = 21^{\circ} 19' 16.1''$ (LT)	$\Delta = 24^{\circ} 07' 08.7''$ (RT)
$D = 14^{\circ} 19' 26.2''$	$D = 14^{\circ} 19' 26.2''$	$D = 38^{\circ} 11' 49.9''$
$L = 92.50'$	$L = 148.85'$	$L = 63.14'$
$T = 46.46'$	$T = 75.30'$	$T = 32.05'$
$R = 400.00'$	$R = 400.00'$	$R = 150.00'$

-L-

<i>Pl Sta 18+83.62</i>	<i>Pl Sta 20+69.51</i>	<i>Pl Sta 22+22.79</i>	<i>Pl Sta 24+26.61</i>
$\Delta = 75^{\circ} 29' 52.7''$ (LT)	$\Delta = 83^{\circ} 10' 06.4''$ (RT)	$\Delta = 62^{\circ} 09' 27.8''$ (LT)	$\Delta = 26^{\circ} 48' 29.9''$ (RT)
$D = 49^{\circ} 49' 20.7''$	$D = 71^{\circ} 37' 11.0''$	$D = 71^{\circ} 37' 11.0''$	$D = 38^{\circ} 11' 49.9''$
$L = 151.53'$	$L = 116.13'$	$L = 86.79'$	$L = 70.18'$
$T = 89.04'$	$T = 70.99'$	$T = 48.22'$	$T = 35.75'$
$R = 115.00'$	$R = 80.00'$	$R = 80.00'$	$R = 150.00'$

-L-

<i>Pl Sta</i> 27+11.62	<i>Pl Sta</i> 28+81.18	<i>Pl Sta</i> 30+73.49	<i>Pl Sta</i> 32+33.39
$\Delta = 32^{\circ} 44' 22.8''$ (LT)	$\Delta = 34^{\circ} 09' 29.6''$ (RT)	$\Delta = 92^{\circ} 05' 51.2''$ (LT)	$\Delta = 87^{\circ} 24' 21.6''$ (RT)
<i>D</i> = 11° 27' 33.0"	<i>D</i> = 57° 17' 44.8"	<i>D</i> = 95° 29' 34.7"	<i>D</i> = 71° 37' 11.0"
<i>L</i> = 285.71'	<i>L</i> = 59.62'	<i>L</i> = 96.44'	<i>L</i> = 122.04'
<i>T</i> = 146.87'	<i>T</i> = 30.72'	<i>T</i> = 62.24'	<i>T</i> = 76.46'
<i>R</i> = 500.00'	<i>R</i> = 100.00'	<i>R</i> = 60.00'	<i>R</i> = 80.00'

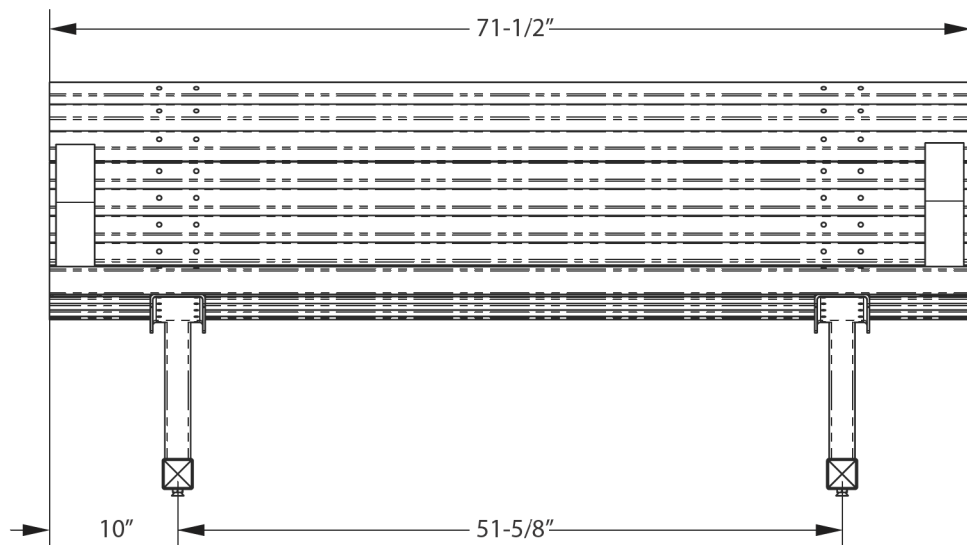
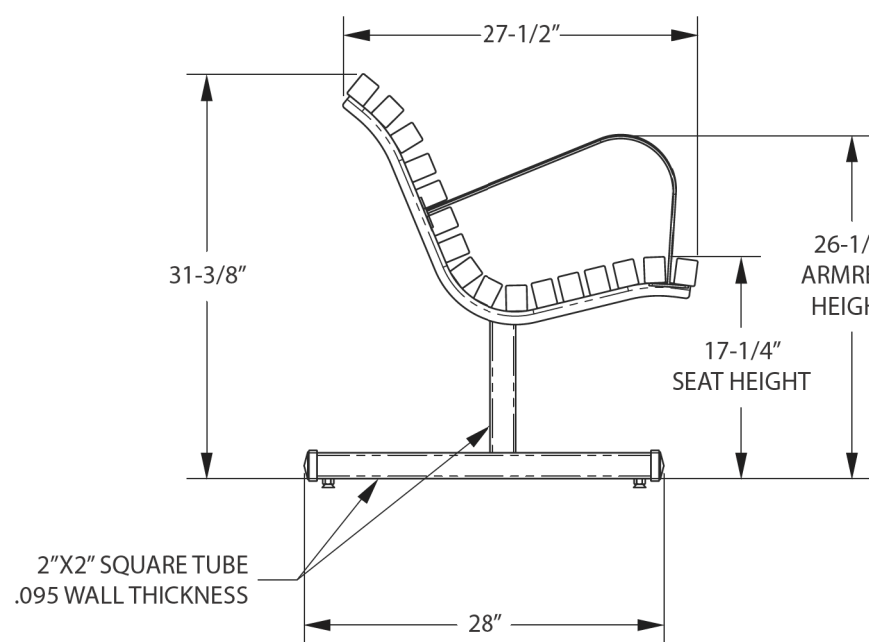


627 Amersale Drive
Naperville, IL 60563
Phone: (800) 323-5964
Fax: (630) 897-0573
sales@belson.com

Model # PBSC-6-W

Dimension Sheet

PALISADE WOOD BENCH

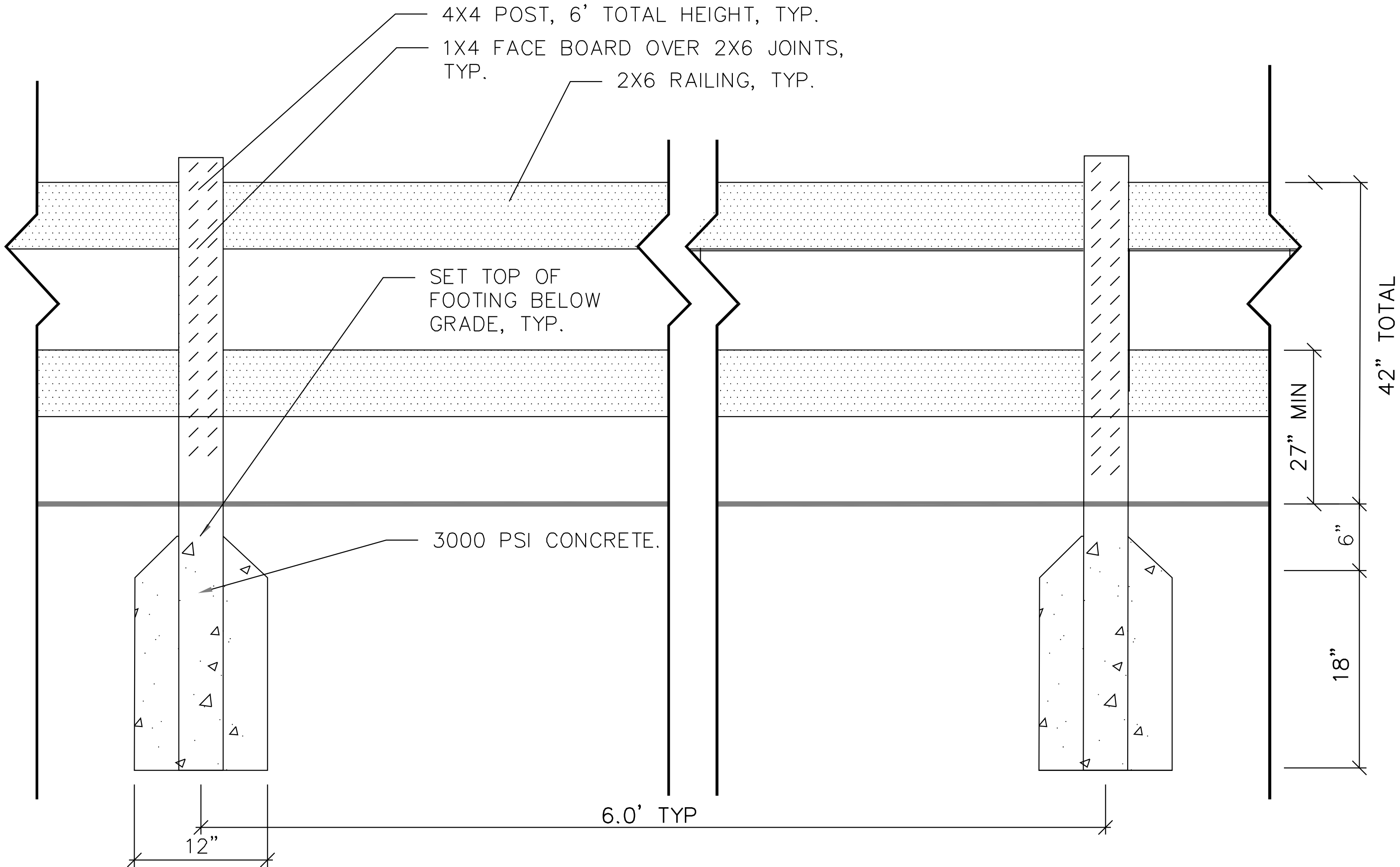


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NOTES:

1. ALL WOOD TO BE NO. 2 SOUTHERN YELLOW PINE, SEE SPECIFICATIONS.
2. ALL FENCE AND GATE HARDWARE TO BE GALVANIZED. SEE SPECIFICATIONS.
3. ALL NAILS AND STAPLES TO BE GALVANIZED. SEE SPECIFICATIONS
4. SLOPE TOP OF CONCRETE FOOTING AWAY FROM POST.
5. FENCING TO BE FIELD CONFIRMED BY ENGINEER/OWNER PRIOR TO INSTALLATION



DETAIL 1 – TIMBER RAILING

PLANS PREPARED BY:

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PRELIMINARY PLANS

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REVISIONS

DATE

FUQUAY-VARINA
north carolina

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

DETAIL SHEET

KHA PROJECT:

012622018

DATE:

2/13/2024

FINAL PLANS

2B

K:\RAL_Roadway\012622018A - Alston Ridge Greenway\Plan\Plan Sheets\Alston_Typ.dgn

2/13/2024

ITEM NUMBER	SEC #	QTY	UNIT	DESCRIPTION
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0000100000-N	800	1	LS	Mobilization
0000400000-N	801	1	LS	Construction Surveying
0036000000-E	226	1	LS	Grading
0043000000-N	226	325	CY	Undercut Excavation
0134000000-E	240	15	CY	Drainage Ditch Excavation
0195000000-E	265	325	CY	Select Granular Material
0196000000-E	270	185	SY	Geotextile for Soil Stabilization
0320000000-E	300	80	SY	Foundation Conditioning Geotextiles
0372000000-E	310	48	LF	18" RC Pipe Culverts, Class III
0378000000-E	310	52	LF	24" RC Pipe Culverts, Class III
0384000000-E	310	112	LF	30" RC Pipe Culverts, Class III
1121000000-E	520	2065	TON	Aggregate Base Course
1519000000-E	610	220	TON	Asphalt Concrete Surface Course, Type S9.5B
1575000000-E	620	15	TON	Asphalt Binder for Plant Mix
3628000000-E	PSP	2240	LF	Pedestrian Handrail
	PSP	1	EA	Pedestrian Bench
3628000000-E	876	70	TON	Rip Rap, Class I
3649000000-E	876	490	TON	Rip Rap, Class B
3656000000-E	876	1100	SY	Geotextile For Drainage
4025000000-E	901	35	SF	Contractor Furnished, Type E Sign
4072000000-E	903	120	LF	Supports, 3-LB Steel U-Channel
4102000000-N	904	8	EA	Sign Erection, Type E
4457000000-N	SP	1	LS	Temporary Traffic Control
6087000000-E	1660	2	ACR	Mowing
6133000000-N	SP	1	LS	Generic Erosion Control Item - Erosion Control Lump Sum
	PSP	140	LF	Boardwalk

Kimley»»Horn

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FUQUAY-VARINA
north carolina

TOWN OF ELLIOTTS-VARINA

TIP: BL-00092
ALSTON RIDGE GREENWAY

SUMMARY OF QUANTITIES

012622018

ANAL PLANS

Page 275 of 59

SUMMARY OF EARTHWORK

IN CUBIC YARDS

LOCATION	STATION	STATION	UNCLASSIFIED EXCAVATION	UNDERCUT	EMBT + 20%	BORROW	WASTE
-L-	10 + 25.00	32 + 65.00	1561	325	5898	4662	325
-L-	33 + 65.00	34 + 39.59	1	0	94	93	0
CONTIGENCY			25	0	30	30	0
SUBTOTALS			1562	325	6022	4785	325
ADJUSTMENTS:							
EARTH WASTE TO REPLACE BORROW						0	0
PROJECT TOTALS			1562	325	6022	4785	325
EST. 5% FOR REPLACING TOPSOIL ON BORROW PITS						239	
GRAND TOTALS			1562			5024	
SAY			1600			5100	

Note: Approximate quantities only. Unclassified excavation, borrow excavation, fine grading, clearing and grubbing, and removal of existing pavement will be paid for at the lump sum price for "Grading"

Note: Embankment column does not include backfill for undercut.

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PLANS PREPARED FOR:



TOWN OF ELLIOTTSVILLE

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

III

SUMMARY OF EARTHWORK

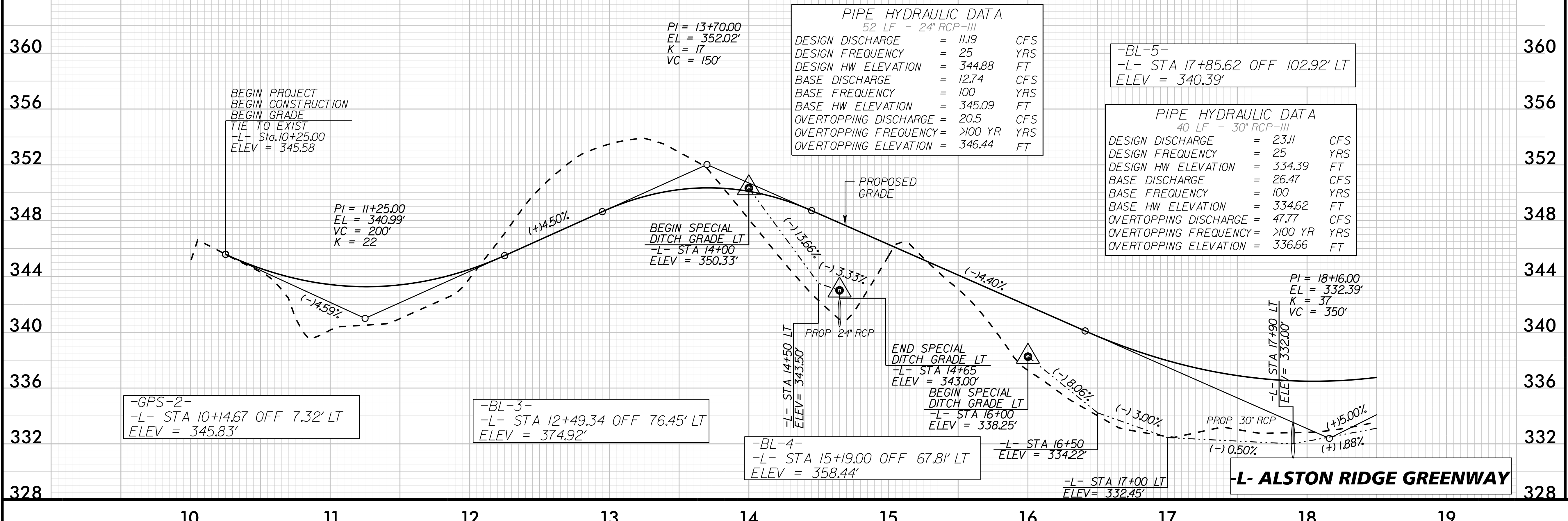
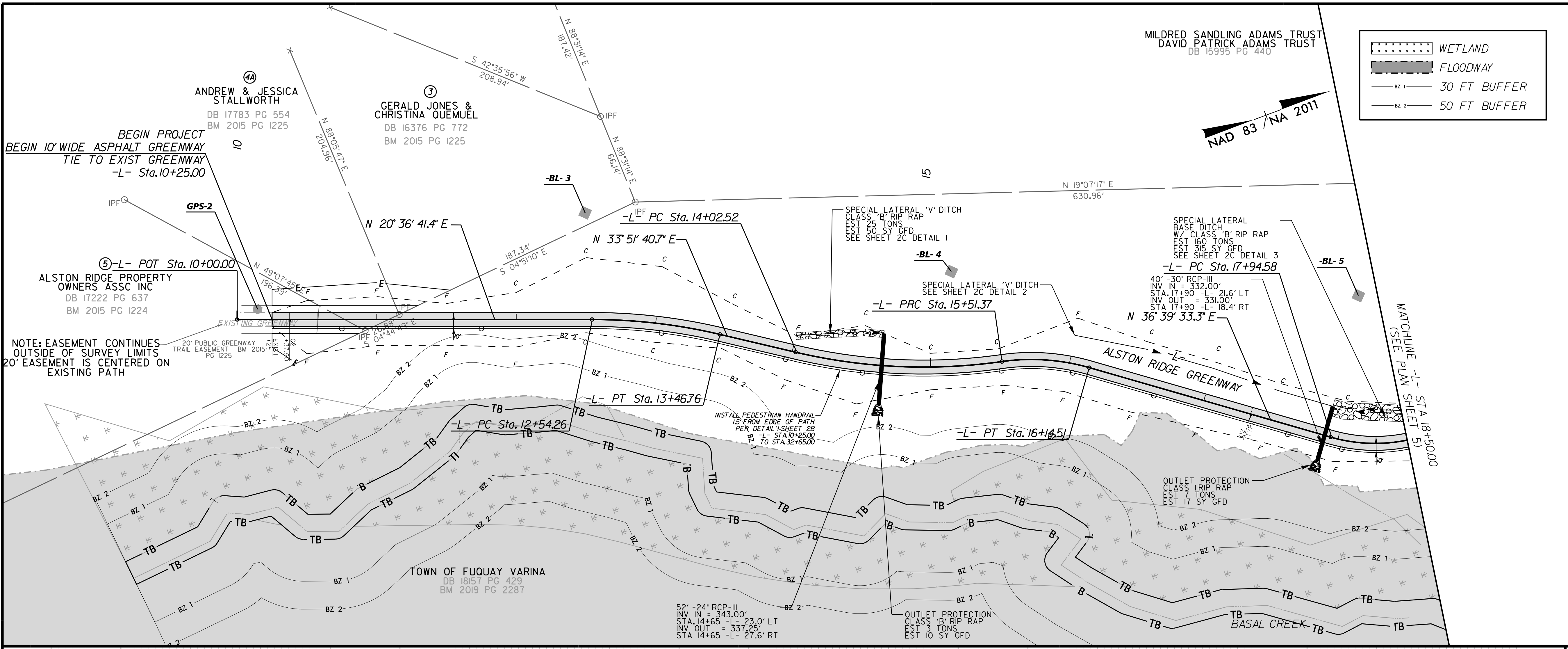
THA PROJECT:
012622018

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FINAL PLANS

3A

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TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

PLAN AND PROFILE SHEET

KHA PROJECT:

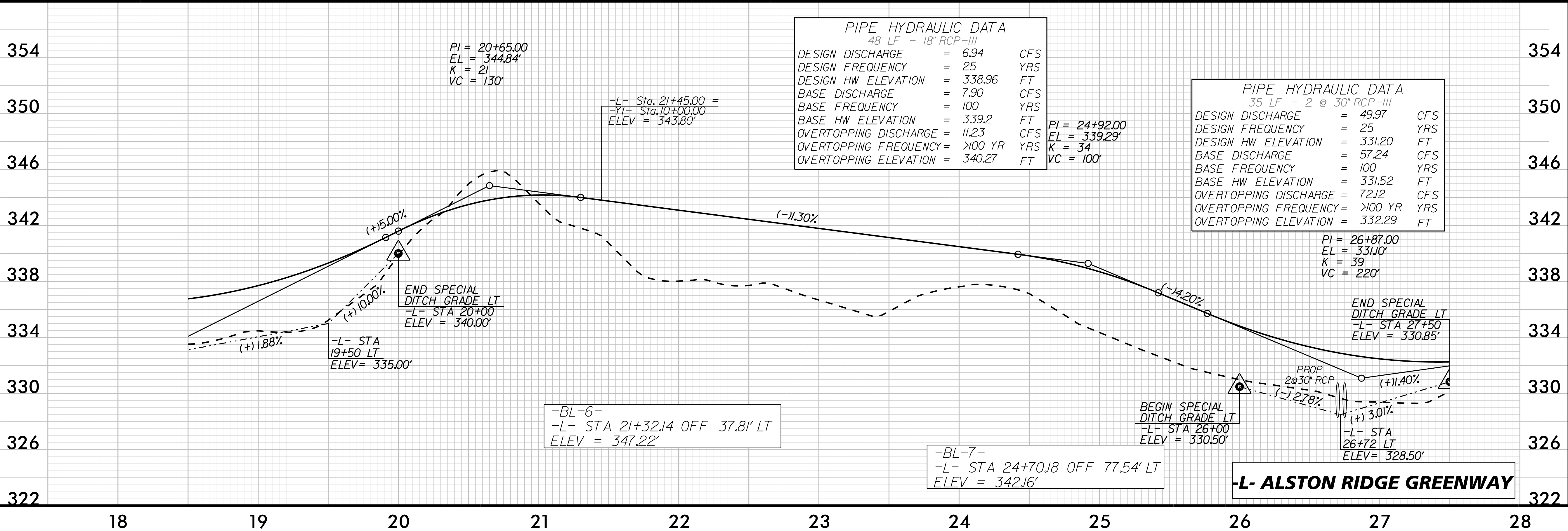
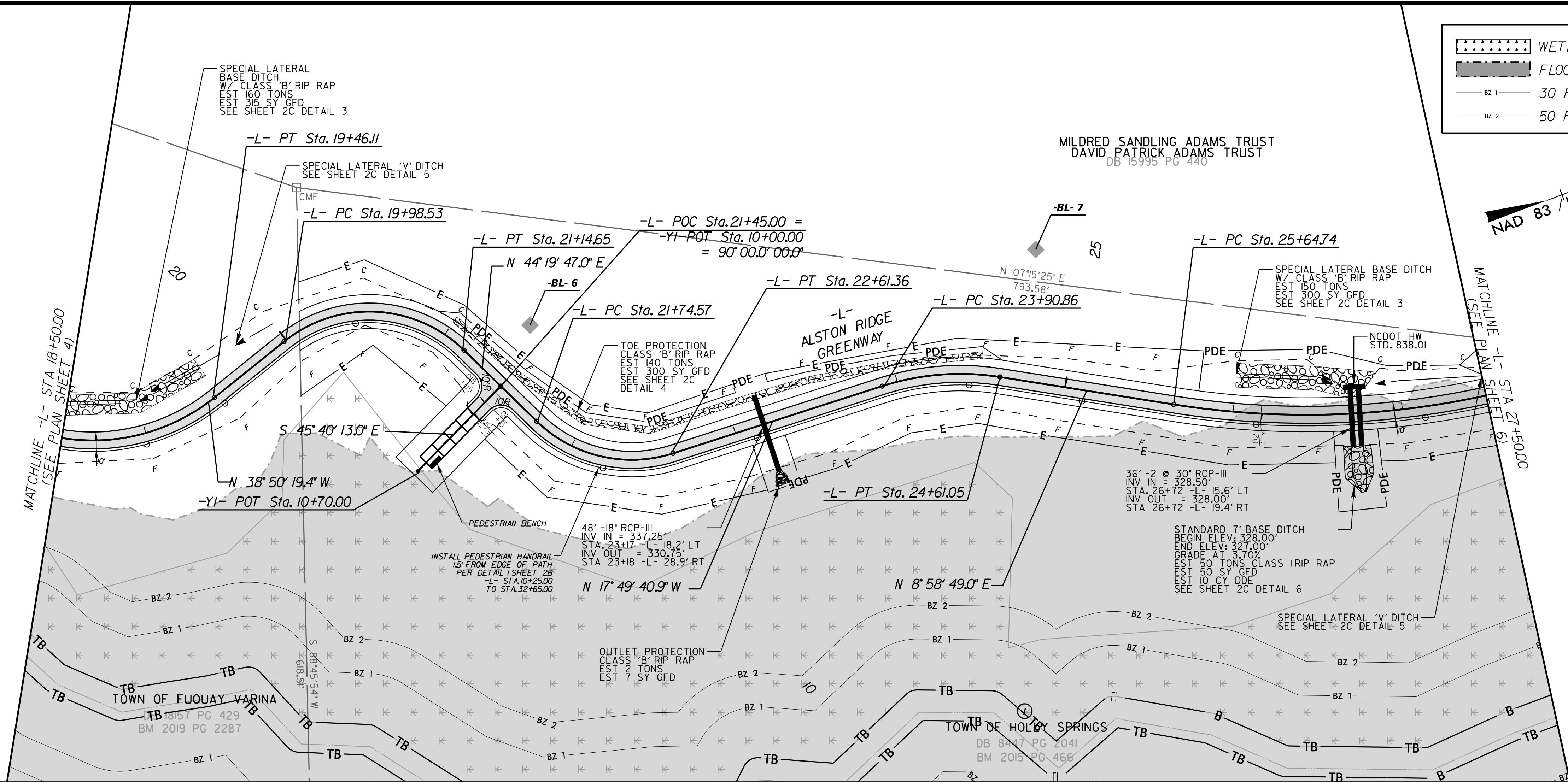
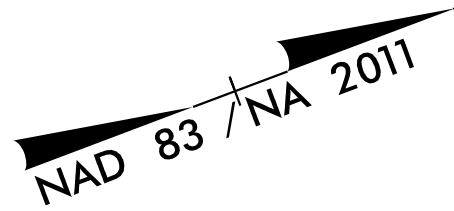
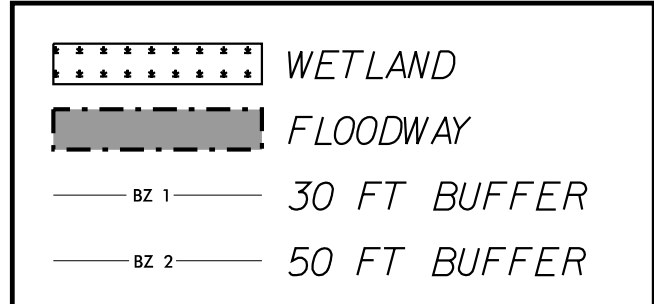
012622018

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1/31/2024

FINAL PLANS

4



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1/31/2024

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TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

PLAN AND PROFILE SHEET

KHA PROJECT:

012622018

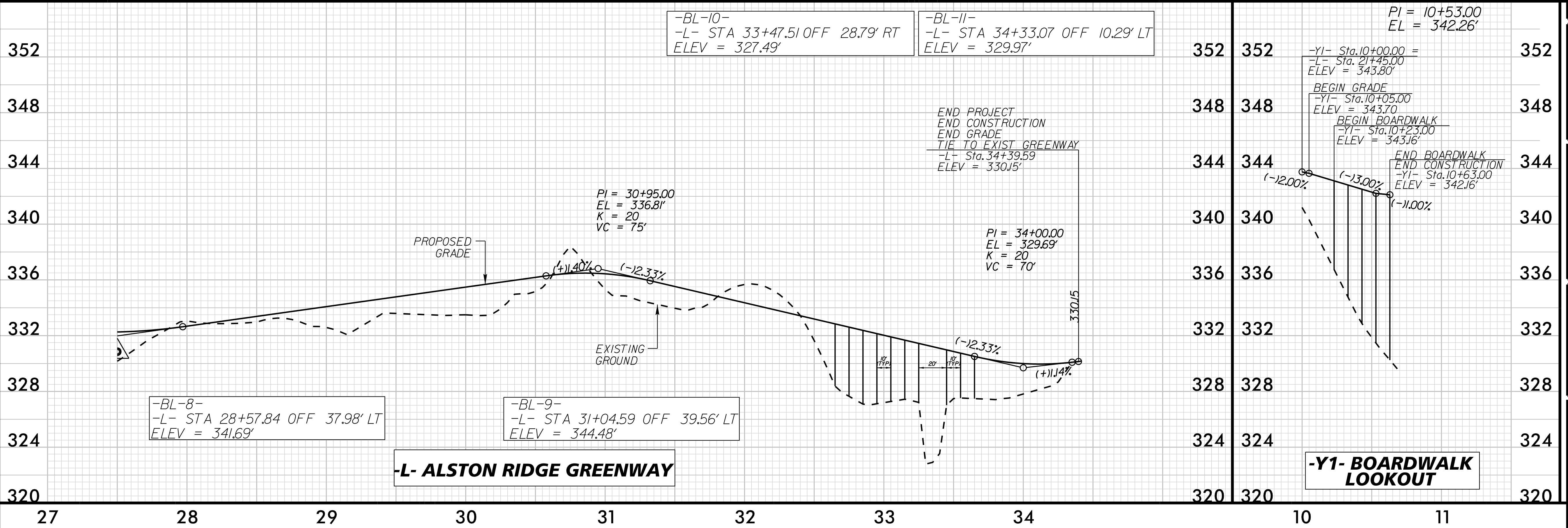
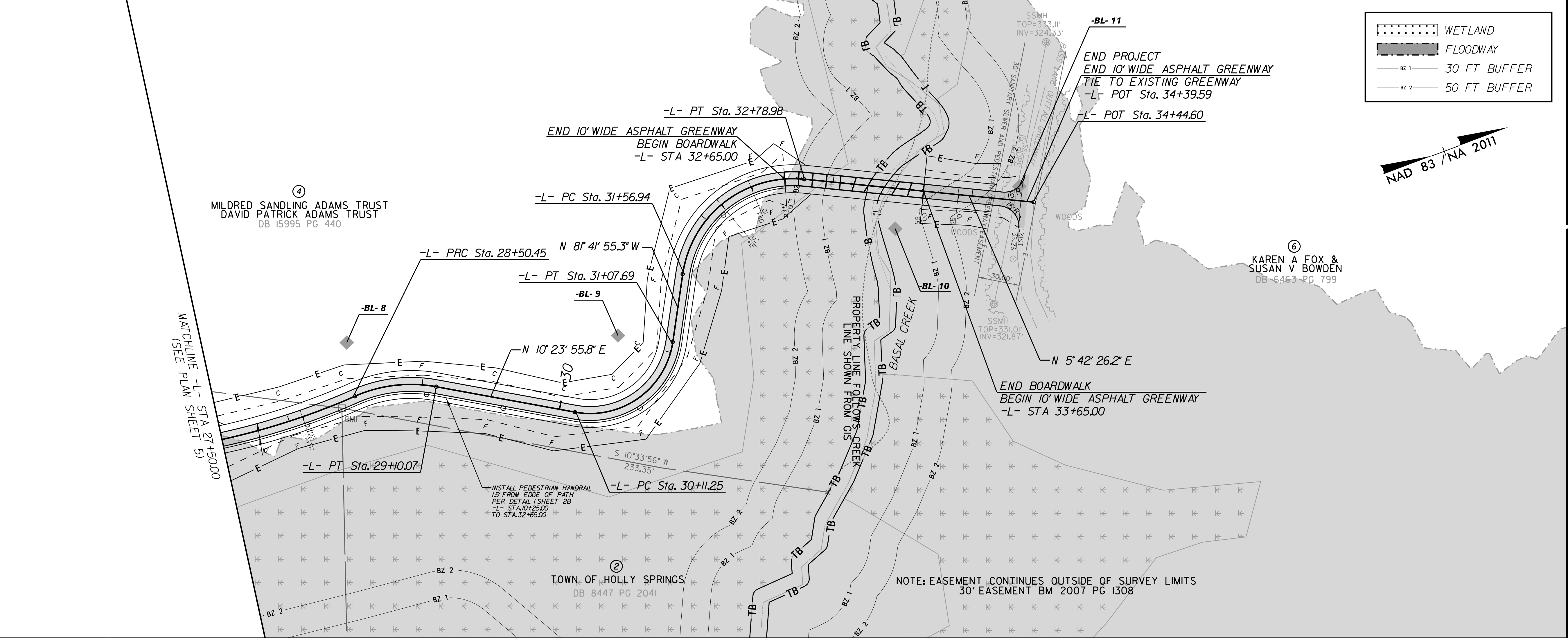
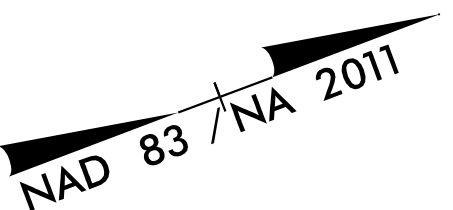
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1/31/2024

FINAL PLANS

6

WETLAND
FLOODWAY
BZ 1 30 FT BUFFER
BZ 2 50 FT BUFFER



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TOWN OF ELLIOTTS-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

PAVEMENT MARKING AND SIGNING PLANS

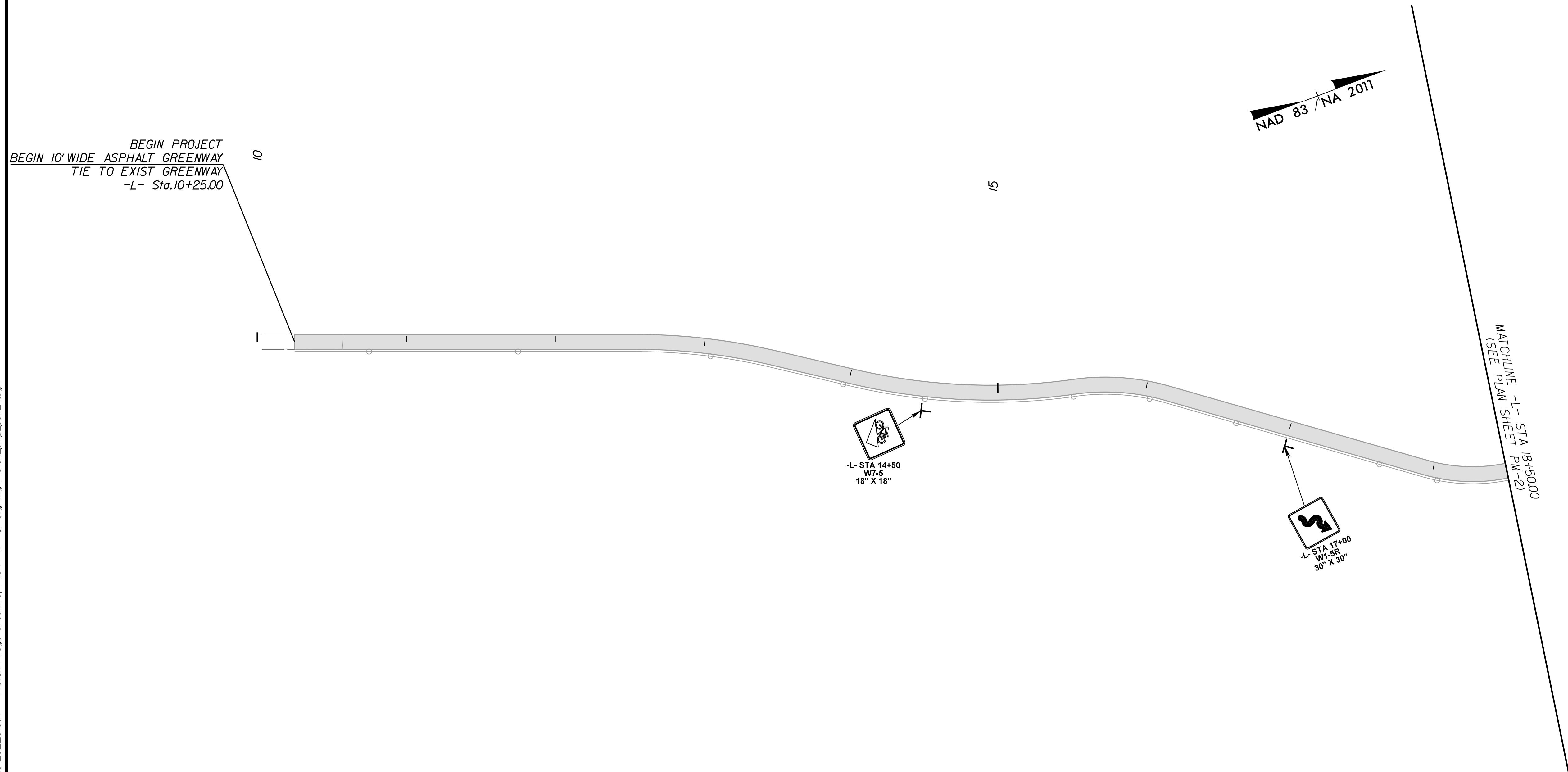
KHA PROJECT:
0126

012622018

DATE: **1/31/2024**

FINAL PLANS

PM-1



PROJECT NOTES

- | | |
|---|--------------------------------------|
| 1 | DISPOSAL OF SIGN, D, E, OR F |
| 2 | DISPOSAL OF SIGN SYSTEM, U-CHANNEL |
| 3 | DISPOSAL OF SUPPORT, U-CHANNEL |
| 4 | SIGN ERECTION, RELOCATE, SIGN TYPE F |
| 5 | SIGN ERECTION, RELOCATE, SIGN TYPE E |

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11/31/2024

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PLANS PREPARED FOR:



STANDARD OF EVIDENCE IN ADMISSION

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

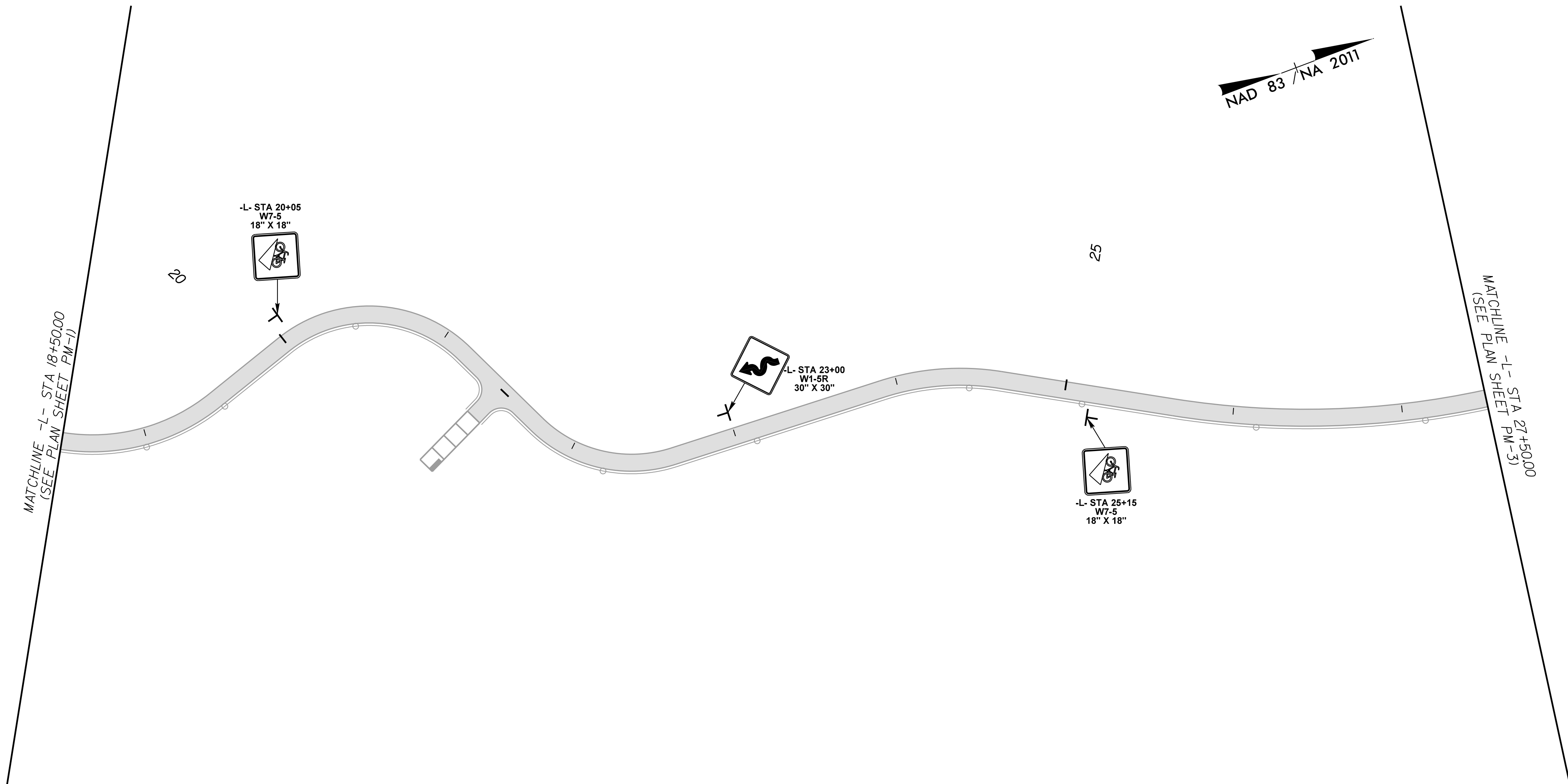
PAVEMENT MARKING AND SIGNING PLAN

KHA PROJECT:
012622018

DATE: **1/31/2024**

FINAL PLANS

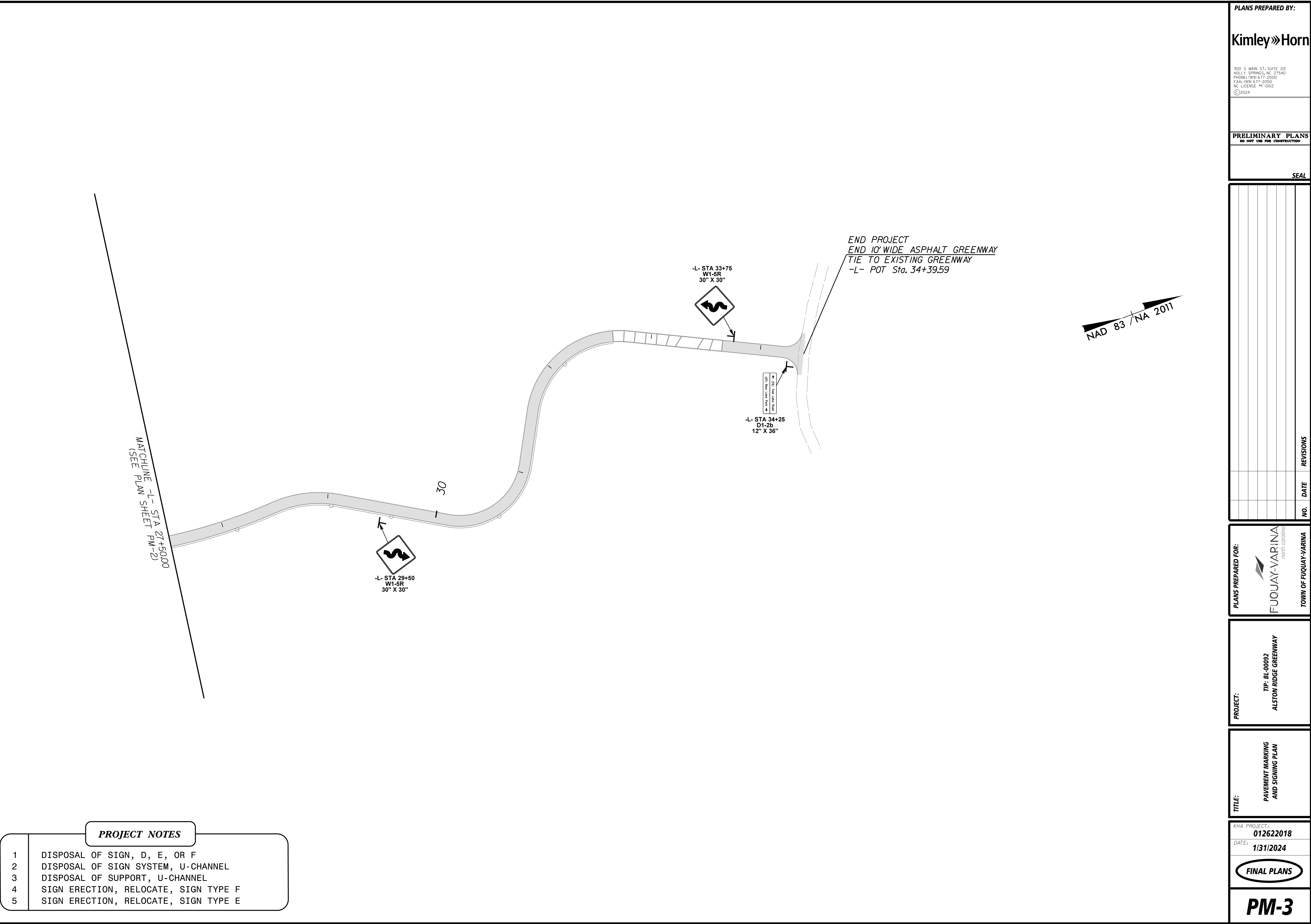
PM-2



1	DISPOSAL OF SIGN, D, E, OR F
2	DISPOSAL OF SIGN SYSTEM, U-CHANNEL
3	DISPOSAL OF SUPPORT, U-CHANNEL
4	SIGN ERECTION, RELOCATE, SIGN TYPE F
5	SIGN ERECTION, RELOCATE, SIGN TYPE E

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1/31/2024



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PRELIMINARY PLANS

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north carolina

TOWN OF FUQUAY-VARINA

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ALSTON RIDGE GREENWAY

TITLE:

PAVEMENT MARKING
AND SIGNING PLAN

KHA PROJECT:

012622018

DATE:

1/31/2024

FINAL PLANS

PM-3

ROADWAY STANDARD DRAWINGS

THE FOLLOWING ROADWAY STANDARDS AS SHOWN IN "ROADWAY STANDARD DRAWINGS" - PROJECT SERVICES UNIT - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2024 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
1101.01	WORK ZONE ADVANCE WARNING SIGNS
1101.02	TEMPORARY LANE CLOSURES
1101.04	TEMPORARY SHOULDER CLOSURES
1101.05	WORK ZONE VEHICLE ACCESSSES
1101.11	TRAFFIC CONTROL DESIGN TABLES
1110.01	STATIONARY WORK ZONE SIGNS
1110.02	PORTABLE WORK ZONE SIGNS
1130.01	DRUM
1135.01	CONES
1145.01	BARRICADES
1150.01	FLAGGING DEVICES
1180.01	SKINNY-DRUM

GENERAL NOTES

CHANGES MAY BE REQUIRED WHEN PHYSICAL DIMENSIONS IN THE DETAIL DRAWINGS, STANDARD DETAILS, AND ROADWAY DETAILS ARE NOT ATTAINABLE TO MEET FIELD CONDITIONS OR RESULT IN DUPLICATE OR UNDESIRE

THE FOLLOWING GENERAL NOTES APPLY AT ALL TIMES FOR THE DURATION OF THE CONSTRUCTION PROJECT EXCEPT WHEN OTHERWISE NOTED IN THE PLAN OR DIRECTED BY THE ENGINEER.

TIME RESTRICTIONS

A) DO NOT CLOSE OR NARROW TRAVEL LANES AS FOLLOWS:

ROAD NAME	DAY AND TIME RESTRICTIONS
ALL ROADS	6:00-9:00 A.M. & 4:00-7:00 MONDAY THRU FRIDAY

B) DO NOT CLOSE OR NARROW TRAVEL LANES DURING HOLIDAYS AND SPECIAL EVENTS AS FOLLOWS:

ROAD NAME
ALL ROADS

HOLIDAY

- FOR ANY UNEXPECTED OCCURRENCE THAT CREATES UNUSUALLY HIGH TRAFFIC VOLUMES, AS DIRECTED BY THE ENGINEER.
- FOR NEW YEAR'S, BETWEEN THE HOURS OF 6:00 A.M. DECEMBER 31st TO 7:00 P.M. JANUARY 2ND. IF NEW YEAR'S DAY IS ON A FRIDAY, SATURDAY, SUNDAY, OR MONDAY THEN UNTIL 7:00 P.M. THE FOLLOWING TUESDAY.
- FOR EASTER, BETWEEN THE HOURS OF 6:00 A.M. THURSDAY AND 7:00 P.M. MONDAY.
- FOR MEMORIAL DAY, BETWEEN THE HOURS OF 6:00 A.M. FRIDAY TO 7:00 P.M. TUESDAY.
- FOR INDEPENDENCE DAY, BETWEEN THE HOURS OF 6:00 A.M. THE DAY BEFORE INDEPENDENCE DAY AND 7:00 P.M. THE DAY AFTER INDEPENDENCE DAY.

IF INDEPENDENCE DAY IS ON A FRIDAY, SATURDAY, SUNDAY OR MONDAY THEN BETWEEN THE HOURS OF 6:00 A.M. THE THURSDAY BEFORE INDEPENDENCE DAY AND 7:00 P.M. THE TUESDAY AFTER INDEPENDENCE DAY.

GENERAL NOTES (CONT.)

6. FOR LABOR DAY, BETWEEN THE HOURS OF 6:00 A.M. FRIDAY AND 7:00 P.M. TUESDAY.
7. FOR THANKSGIVING DAY, BETWEEN THE HOURS OF 6:00 A.M. TUESDAY TO 7:00 P.M. MONDAY.
8. FOR CHRISTMAS, BETWEEN THE HOURS OF 6:00 A.M. THE FRIDAY BEFORE THE WEEK OF CHRISTMAS DAY AND 7:00 P.M. THE FOLLOWING TUESDAY AFTER THE WEEK OF CHRISTMAS.

C) DO NOT CONDUCT SINGLE VEHICLE HAULING AS FOLLOWS; INGRESS AND EGRESS FROM RAMPS WILL BE ALLOWED:

ROAD NAME	DAY AND TIME RESTRICTIONS
ALL ROADS	6:00-9:00 A.M. & 4:00-7:00 MONDAY THRU FRIDAY

D) DO NOT CONDUCT MULTI-VEHICLE HAULING AS FOLLOWS; INGRESS AND EGRESS FROM RAMPS WILL NOT BE ALLOWED:

ROAD NAME	DAY AND TIME RESTRICTIONS
ALL ROADS	6:00-9:00 A.M. & 4:00-7:00 MONDAY THRU FRIDAY

E) DO NOT CONDUCT ANY HAULING OPERATIONS AGAINST THE FLOW OF TRAFFIC OF AN OPEN TRAVELWAY UNLESS THE HAULING OPERATION IS PROTECTED BY BARRIER OR GUARDRAIL OR AS DIRECTED BY THE ENGINEER.

F) DO NOT CLOSE OR NARROW TRAVEL LANES ALONG WEST CAMPUS DRIVE AND EAST CAMPUS DRIVE FOR THE WAKE MED RALEIGH CAMPUS AT ANYTIME DURING CONSTRUCTION.

LANE AND SHOULDER CLOSURE REQUIREMENTS

G) REMOVE LANE CLOSURE DEVICES FROM THE LANE WHEN WORK IS NOT BEING PERFORMED BEHIND THE LANE CLOSURE OR WHEN A LANE CLOSURE IS NO LONGER NEEDED OR AS DIRECTED BY THE ENGINEER.

H) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN 15 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN SHOULDER USING ROADWAY STANDARD DRAWING NO. 1101.04 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL OR A LANE CLOSURE IS INSTALLED.

I) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING ON THE SHOULDER ADJACENT TO AN UNDIVIDED FACILITY AND WITHIN 5 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN TRAVEL LANE USING ROADWAY STANDARD DRAWING NO. 1101.02 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL.

WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING ON THE SHOULDER ADJACENT TO A DIVIDED FACILITY AND WITHIN 10 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN TRAVEL LANE USING ROADWAY STANDARD DRAWING NO. 1101.02 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL.

J) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN A LANE OF TRAVEL OF AN UNDIVIDED OR DIVIDED FACILITY, CLOSE THE LANE ACCORDING TO THE TRAFFIC CONTROL PLANS, ROADWAY STANDARD DRAWINGS, OR AS DIRECTED BY THE ENGINEER. CONDUCT THE WORK SO THAT ALL PERSONNEL AND/OR EQUIPMENT REMAIN WITHIN THE CLOSED TRAVEL LANE.

K) DO NOT WORK SIMULTANEOUSLY WITHIN 15 FT ON BOTH SIDES OF AN OPEN TRAVELWAY, RAMP, OR LOOP WITHIN THE SAME LOCATION UNLESS PROTECTED WITH GUARDRAIL OR BARRIER.

L) DO NOT INSTALL MORE THAN ONE LANE CLOSURE IN ANY ONE DIRECTION ON NEW BERN AVE.

PAVEMENT EDGE DROP OFF REQUIREMENTS

M) BACKFILL AT A 6:1 SLOPE UP TO THE EDGE AND ELEVATION OF EXISTING PAVEMENT IN AREAS ADJACENT TO AN OPENED TRAVEL LANE THAT HAS AN EDGE OF PAVEMENT DROP-OFF AS FOLLOWS:

BACKFILL DROP-OFFS THAT EXCEED 2 INCHES ON ROADWAYS WITH POSTED SPEED LIMITS OF 45 MPH OR GREATER.

BACKFILL DROP-OFFS THAT EXCEED 3 INCHES ON ROADWAYS WITH POSTED SPEED LIMITS LESS THAN 45 MPH.

BACKFILL WITH SUITABLE COMPACTED MATERIAL, AS APPROVED BY THE ENGINEER, AT NO EXPENSE TO THE DEPARTMENT.

TRAFFIC PATTERN ALTERATIONS

N) NOTIFY THE ENGINEER THIRTY (30) CALENDAR DAYS PRIOR TO ANY TRAFFIC PATTERN ALTERATION.

SIGNING

O) INSTALL ADVANCE WORK ZONE WARNING SIGNS WHEN WORK IS WITHIN 40 FT FROM THE EDGE OF TRAVEL LANE AND NO MORE THAN THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

TRAFFIC CONTROL DEVICES

P) WHEN LANE CLOSURES ARE NOT IN EFFECT SPACE CHANNELIZING DEVICES IN WORK AREAS NO GREATER IN FEET THAN TWICE THE POSTED SPEED LIMIT (MPH) EXCEPT, 10 FT ON-CENTER IN RADII, AND 3 FT OFF THE EDGE OF AN OPEN TRAVELWAY. REFER TO STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES SECTIONS 1130 (DRUMS), 1135 (CONES), 1180 (SKINNY DRUMS) FOR ADDITIONAL REQUIREMENTS.

PAVEMENT MARKINGS AND MARKERS

Q) INSTALL TEMPORARY PAVEMENT MARKINGS AND TEMPORARY PAVEMENT MARKERS ON INTERIM LAYERS OF PAVEMENT AS FOLLOWS:

ROAD NAME	MARKING	MARKER
ALL ROADS	TEMPORARY PAINT	NOTES

R) TIE PROPOSED PAVEMENT MARKING LINES TO EXISTING PAVEMENT MARKING LINES.

S) REMOVE/REPLACE ANY CONFLICTING/DAMAGED PAVEMENT MARKINGS AND MARKERS BY THE END OF EACH DAY'S OPERATION.

MISCELLANEOUS

T) ACCESS TO ALL DRIVEWAYS MUST BE PROVIDED AT ALL TIMES WITHIN THE PROJECT LIMITS.

U) LAW ENFORCEMENT MAY BE USED TO MAINTAIN TRAFFIC THROUGH THE WORK AREA AND/OR INTERSECTIONS AS DIRECTED BY THE ENGINEER.

V) CONTRACTOR SHALL MAINTAIN SIDEWALK ACCESS AT ALL TIMES AS STATED IN THE PHASING. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY SIDEWALKS (CONCRETE, ASPHALT, OR OTHER SUITABLE MATERIAL AS APPROVED BY THE ENGINEER) AT ALL LOCATIONS WHERE THE OPEN PEDESTRIAN TRAVELWAY HAS BEEN REMOVED FOR CONSTRUCTION OPERATIONS (UTILITIES, DRAINAGE, ETC.).

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PRELIMINARY PLANS

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PLANS PREPARED FOR:



TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

TRAFFIC MANAGEMENT
PLAN

KHA PROJECT:

012622018

DATE:

1/31/2024

FINAL PLANS

TMP-1

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1/31/2024

CONSTRUCTION PHASING

PHASE I

STEP 1

PRIOR TO BEGINNING CONSTRUCTION, INSTALL ADVANCE WARNING SIGNS AS SHOWN ON RSD. 1101.01.

STEP 2

WHILE MAINTAINING TRAFFIC ALONG ALL ROADWAY CORRIDORS, INTERSECTIONS, AND DRIVEWAYS, USING TEMPORARY LANE CLOSURES AS NEEDED AS SHOWN ON NCDOT ROADWAY STANDARD DRAWING 1101.02, PERFORM THE FOLLOWING:

CONSTRUCT PROPOSED IMPROVEMENTS, CURB AND GUTTER, CURB RAMPS, SIDEWALK, AND DRAINAGE. IMPLEMENT PEDESTRIAN DETOURS AS NEEDED TO MAINTAIN PEDESTRIANS DURING CONSTRUCTION.

NOTES:

-PROVIDE WEDGING AS NECESSARY TO TIE NEW CONSTRUCTION INTO EXISTING PAVEMENT FOR SMOOTH TRANSITIONS AND POSITIVE DRAINAGE USING TEMPORARY LANE CLOSURES.

LOCAL NOTES

PEDESTRIAN ACCOMMODATIONS

A) CONTACT PUBLIC TRANSIT AGENCIES, EMERGENCY, FIRE AND RESCUE AT LEAST THREE WEEKS PRIOR TO ANY ROAD CLOSURES

B) DO NOT PLACE EQUIPMENT ON OR RESTRICT PEDESTRIAN MOVEMENTS ON SIDEWALKS AT ANY TIME, UNLESS OTHERWISE APPROVED BY THE CITY OR THE ENGINEER. ADA REQUIREMENTS SHALL BE MET ALONG THE PROJECT CORRIDOR.

C) PEDESTRIAN ACCESS SHALL BE MAINTAINED ALONG ALL EXISTING SIDEWALKS FOR THE DURATION OF CONSTRUCTION, UNLESS OTHERWISE DIRECTED OR APPROVED BY THE CITY OR THE ENGINEER. PROTECT PEDESTRIANS FROM WORK AREAS BY USE OF WATER FILLED BARRIERS, SAFETY FENCE, AND OTHER DEVICES AS NECESSARY.

D) MAINTAIN EXISTING PEDESTRIAN ROUTES DURING CONSTRUCTION. AT ALL POSSIBLE TIMES, MAINTAIN EXISTING SIDEWALK UNTIL NEW SIDEWALK IS IN PLACE, USING SAFETY FENCE AS NEEDED TO KEEP PEDESTRIANS OUT OF THE WORK AREAS.

E) CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY SIDEWALKS (CONCRETE, ASPHALT OR OTHER SUITABLE MATERIAL AS APPROVED BY THE ENGINEER) WHERE THE OPEN PEDESTRIAN TRAVELWAY HAS BEEN REMOVED.

PLANS PREPARED BY:

Kimley»Horn

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PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SEAL[illegible]

PLANS PREPARED FOR:



TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

TRAFFIC MANAGEMENT PLAN

KHA PROJECT:
012622018

DATE: 1/31/2024

FINAL PLANS

TMP-2

PLANS PREPARED BY:

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PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

SEAL

REVISIONS

NO. DATE

PLANS PREPARED FOR:

FUQUAY-VARINA
north carolina

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

DENUDED AREAS

KHA PROJECT:

012622018

DATE:

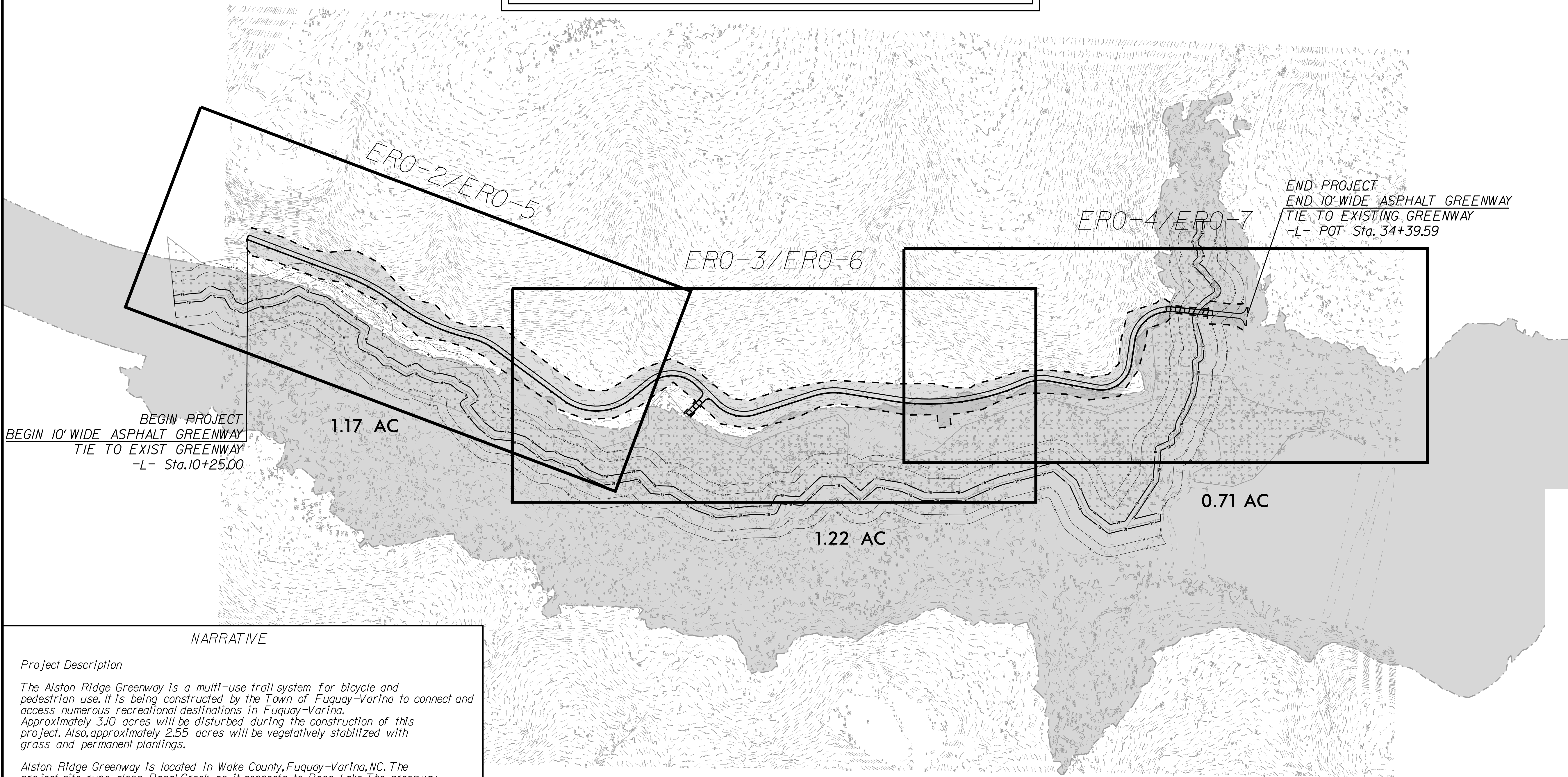
1/31/2024

FINAL PLANS

ERO-1

Total Disturbed Area (shaded) = 3.10 acres

NAD 83 / NA 2011



NARRATIVE

Project Description

The Alston Ridge Greenway is a multi-use trail system for bicycle and pedestrian use. It is being constructed by the Town of Fuquay-Varina to connect and access numerous recreational destinations in Fuquay-Varina. Approximately 3.10 acres will be disturbed during the construction of this project. Also, approximately 2.55 acres will be vegetatively stabilized with grass and permanent plantings.

Alston Ridge Greenway is located in Wake County, Fuquay-Varina, NC. The project site runs along Basal Creek as it connects to Bass Lake. The greenway travels through multiple residential areas, beginning at Old Addams Road, where the trail will connect to the existing greenway, and terminating near Briarglen Lane, where it will connect to the existing Bass Lake Trail.

Site Description

The site has a downward slope that travels from the western side of the project to the eastern side. The site has some existing sanitary sewer pipes and manholes. Land use along the project is predominantly residential with some areas along Alston Pond properties. Drainage from the project site sheet flows down the slope of the site and eventually flows through Basal Creek into Bass Lake and eventually into the Neuse River Watershed, thus no new drainage patterns will be introduced. Pre-construction runoff equals Post-construction runoff for all existing system outlets that are to be retained. The fill slopes and drainage ditches around the project appear to be stable and do not show signs of significant erosion soils.

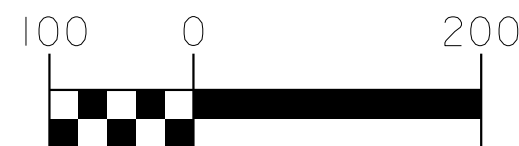
Soils

The soil types throughout the project limits are mostly sandy loam (AaA, BbA, PaE, WeD, and WeE).

--- PROJECT DENUDED AREAS

IMPERVIOUS AND PERVIOUS SURFACES IN
ALSTON RIDGE GREENWAY DISTURBED AREAS

PROPOSED IMPERVIOUS SURFACE = 0.55 AC
PROPOSED PERVIOUS SURFACE = 2.55 AC



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1/31/2024

**LIMITS OF DISTURBANCE SHOWN SHADED ON SHEET EC-1.
SYMBOLGY IS SHOWN IN LEGEND AND IT IS DELINEATED
ON THE REMAINING EROSION CONTROL PLAN SHEETS**

ROCK CHECK DAMS TO BE INSTALLED AND MAINTAINED WHEN UNSTABLE AND SEDIMENT LADEN SOIL IS DRAINING TO STRUCTURES. CONTRACTOR TO COORDINATE WITH TOWN INSPECTOR TO DETERMINE WHEN ROCK CHECK DAMS MAY BE REPLACED BY WATTLES UPON PARTIAL STABILIZATION OF SOIL.

1. **CONTRACTOR TO INSTALL ALL EROSION CONTROL MEASURES BEFORE ANY CLEARING AND GRUBBING IS PERFORMED.**
2. **CONTRACTOR TO ACCESS BOARDWALK AND CULVERT LOCATIONS USING PROPOSED GREENWAY PATH FOOTPRINT. USE MUD MATS (SEE EROSION CONTROL DETAILS) IN WETLAND AREAS AND OTHER LOW AREAS TO LIMIT IMPACTS.**
3. **CONTRACTOR TO DEWATER EXCAVATED AREAS AS NEEDED USING IMPERVIOUS DIKES, SPECIAL STILLING BASINS, AND BYPASSING PUMPING (DEWATERING METHOD INCIDENTAL TO BOARDWALK INSTALLATION).**
4. **AFTER BOARDWALK AND CULVERTS ARE SET, CONTRACTOR IS TO STABILIZE ALL DISTURBED AREAS AND STREAM BANK SLOPES USING EROSION CONTROL MATTING, SEEDING (SEE SHEET ERO-9), AND MULCH TO MAINTAIN A VIGOROUS, DENSE, VEGETATIVE COVER.**

THESE EROSION AND SEDIMENT CONTROL PLANS COMPLY
WITH THE REGULATIONS SET FORTH BY THE
NCG-010000 GENERAL CONSTRUCTION PERMIT EFFECTIVE MARCH 31, 2024
ISSUED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES DIVISION OF WATER QUALITY.

SELF-INSPECTIONS AND SELF-MONITORING SHALL BE CONDUCTED
IN ACCORDANCE WITH THE CONDITIONS OF THE NPDES PERMIT NO.
NCG010000 AND NORTH CAROLINA GENERAL STATUTE 113A-54.1(e) AND
15A NCAC 04B.0131

THIS SHEET REPRESENTS THE CLEARING AND GRUBBING PHASE OF THE PROJECT. SEE SHEET ERO-5 FOR THE CONSTRUCTION PHASE.

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PLANS PREPARED FOR:

FUQUAY-VARIES
north cc

TOWN OF FUQUAY-VARIES

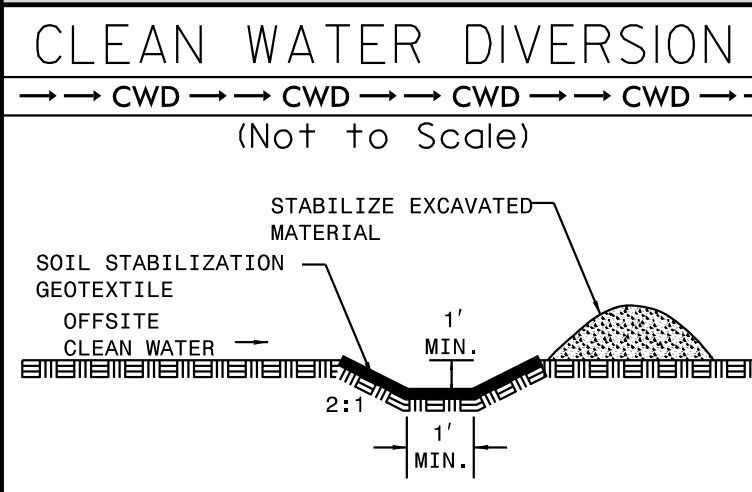
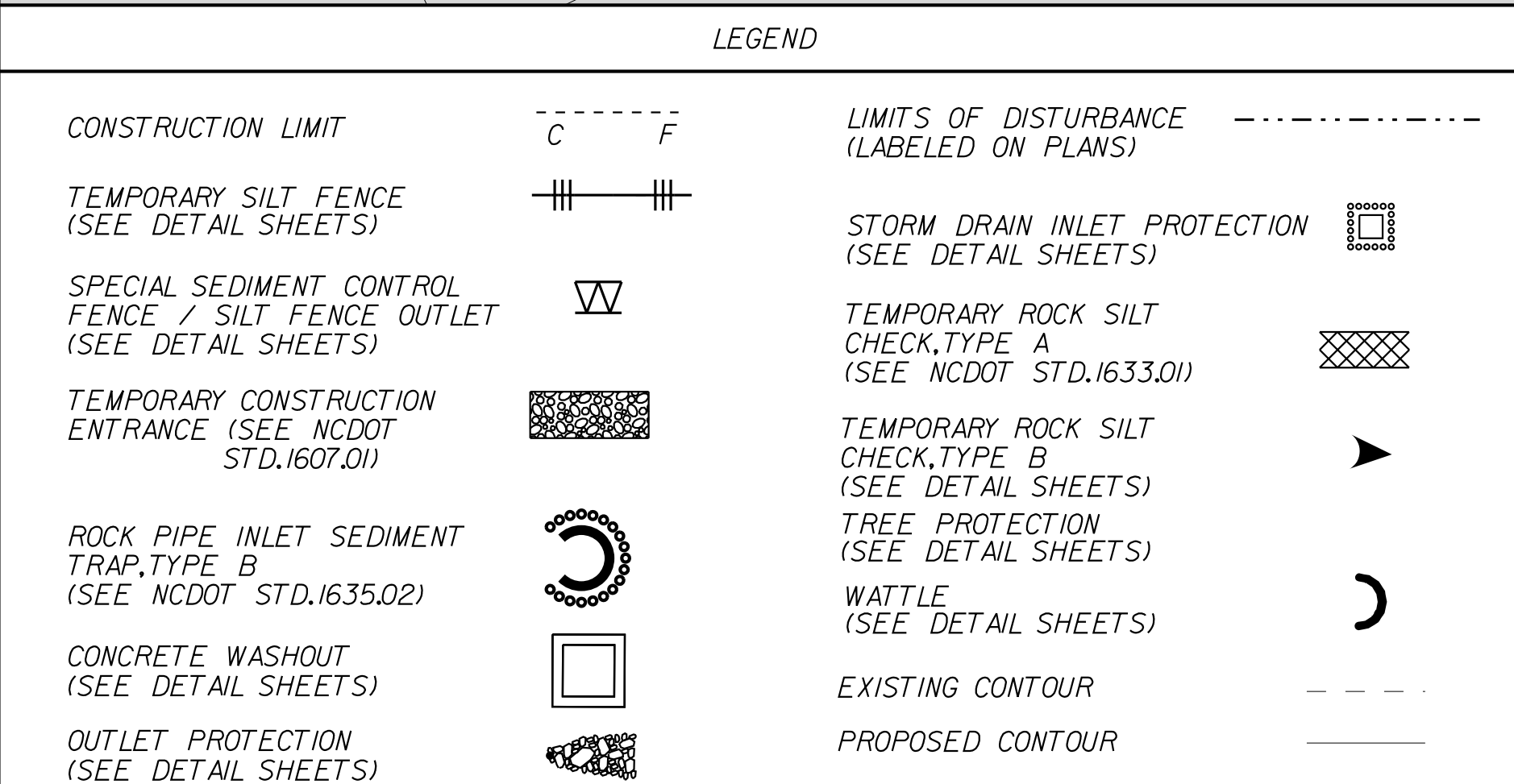
PROJECT:

EROSION CONTROL PLANS

KHA PROJECT: **012622018**
DATE: **1/31/2024**

FINAL PLANS

ERO-2



SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HOW ZONES.

GENERAL NOTES (CONT) (TYPICAL ALL SHEETS):
6. STREAM BANK STABILIZATION SHOULD BE PHASED SO THAT EACH DAY'S WORK IS COMPLETED AND ADEQUATELY STABILIZED AT THE END OF EACH WORK DAY.
7. ADEQUATE TEMPORARY SEDIMENT CONTROLS SHALL BE PROVIDED AT THE END OF EACH WORK DAY AT ALL STREAM CROSSINGS UNTIL ADEQUATE PERMANENT GROUND COVER IS PROVIDED.

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1/31/2024

NOTE: SLOPES ON THIS PROJECT ARE PRIMARILY 2:1 AND 3:1. CONTRACTOR SHALL PROVIDE SOIL STABILIZATION ON ALL SLOPES WITHIN 7 DAYS OR AS REQUIRED BY NPDES GENERAL STORMWATER PERMIT. REFER TO CROSS SECTIONS AND MATTING SUMMARY SHEET.

LIMITS OF DISTURBANCE SHOWN SHADED ON SHEET EC-1. SYMBOLOGY IS SHOWN IN LEGEND AND IT IS DELINEATED ON THE REMAINING EROSION CONTROL PLAN SHEETS

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BOARDWALK AND CULVERT EROSION CONTROL PHASING:

- 1. CONTRACTOR TO INSTALL ALL EROSION CONTROL MEASURES BEFORE ANY CLEARING AND GRUBBING IS PERFORMED.**
- 2. CONTRACTOR TO ACCESS BOARDWALK AND CULVERT LOCATIONS USING PROPOSED GREENWAY PATH FOOTPRINT. USE MUD MATS (SEE EROSION CONTROL DETAILS) IN WETLAND AREAS AND OTHER LOW AREAS TO LIMIT IMPACTS.**
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PIPES SHALL BE INSTALLED IN THE DRY (WITH A MIN. 3 DAYS OF DRY WEATHER DURING INSTALLATION.) CONTACT ENGINEER AND INSPECTOR 24 HOURS PRIOR TO INSTALLATION OF STORMDRAIN SYSTEMS.

THESE EROSION AND SEDIMENT CONTROL PLANS COMPLY WITH THE REGULATIONS SET FORTH BY THE NCG-010000 GENERAL CONSTRUCTION PERMIT EFFECTIVE MARCH 31, 2024 ISSUED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES DIVISION OF WATER QUALITY.

SELF-INSPECTIONS AND SELF-MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE CONDITIONS OF THE NPDES PERMIT NO. NCG010000 AND NORTH CAROLINA GENERAL STATUTE 113A-54.1(e) AND 15A NCAC 04B.0131

THIS SHEET REPRESENTS THE CLEARING AND GRUBBING PHASE OF THE PROJECT. SEE SHEET ERO-6 FOR THE CONSTRUCTION PHASE.

NAD 83 / N.A. 2011

PLANS PREPARED BY:

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PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

SEAL

REVISIONS

NO. DATE

PLANS PREPARED FOR:

FUQUAY-VARINA
north carolina

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

EROSION CONTROL
PLANS

KHA PROJECT:

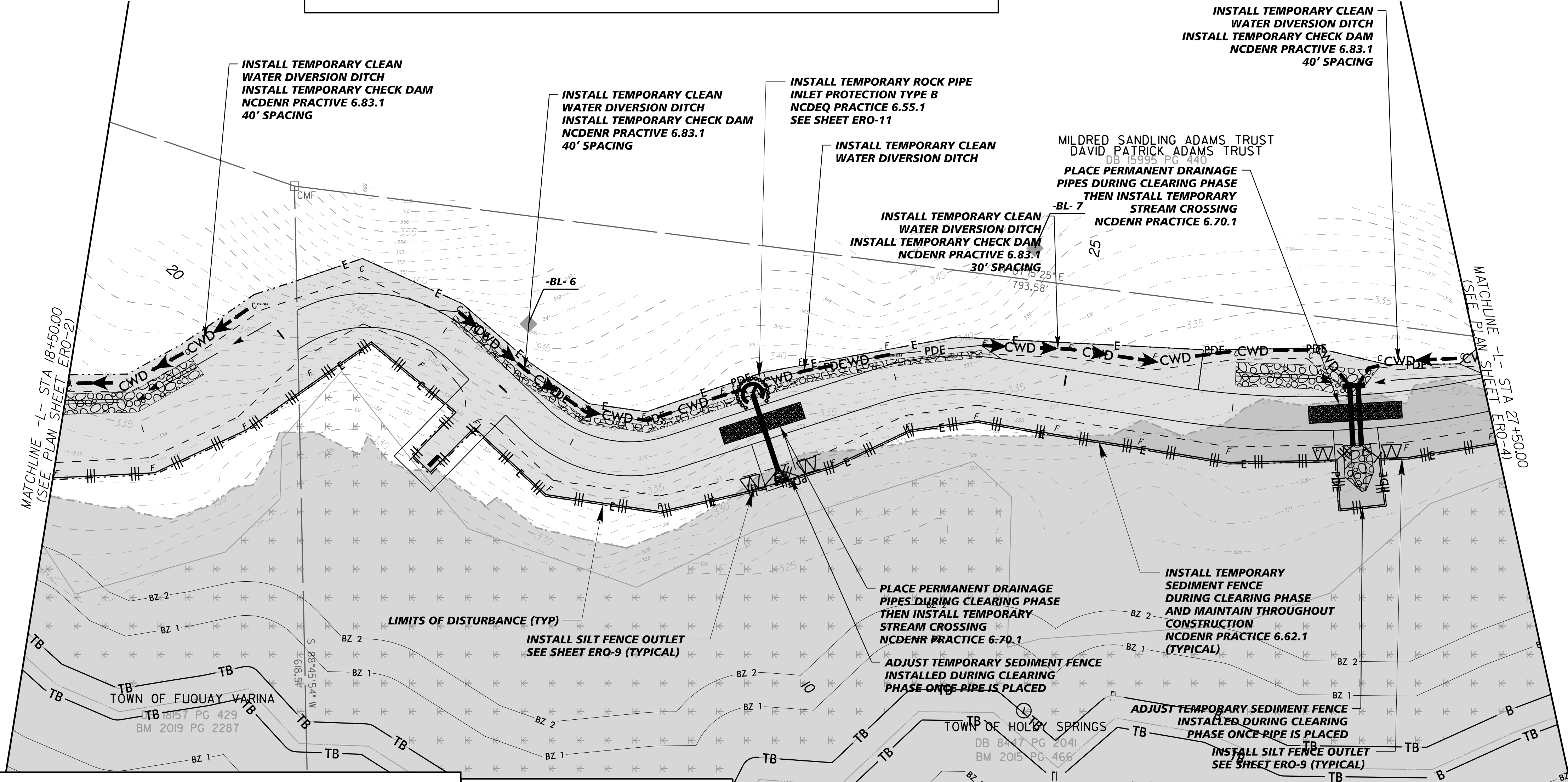
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DATE:

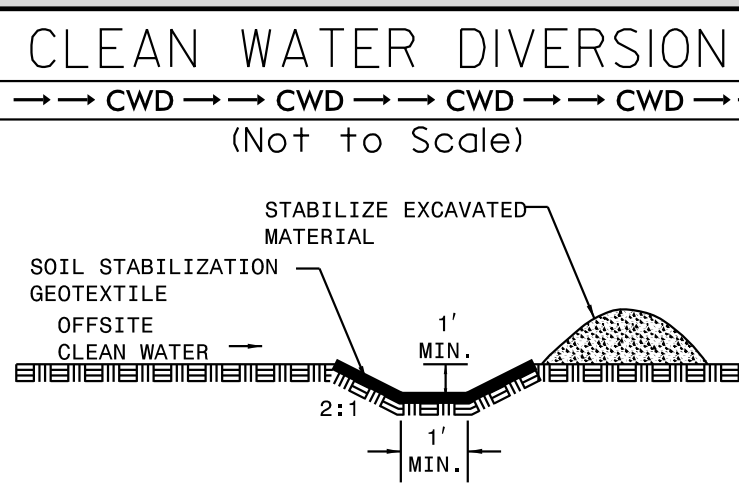
1/31/2024

FINAL PLANS

ERO-3



LEGEND	
CONSTRUCTION LIMIT	C F
TEMPORARY SILT FENCE (SEE DETAIL SHEETS)	
SPECIAL SEDIMENT CONTROL FENCE / SILT FENCE OUTLET (SEE DETAIL SHEETS)	
TEMPORARY CONSTRUCTION ENTRANCE (SEE NCDOT STD.1607.01)	
ROCK PIPE INLET SEDIMENT TRAP, TYPE B (SEE NCDOT STD.1635.02)	
CONCRETE WASHOUT (SEE DETAIL SHEETS)	
OUTLET PROTECTION (SEE DETAIL SHEETS)	
LIMITS OF DISTURBANCE (LABELED ON PLANS)	----
STORM DRAIN INLET PROTECTION (SEE DETAIL SHEETS)	
TEMPORARY ROCK SILT CHECK, TYPE A (SEE NCDOT STD.1633.01)	
TEMPORARY ROCK SILT CHECK, TYPE B (SEE DETAIL SHEETS)	
TREE PROTECTION (SEE DETAIL SHEETS)	
WATTLE (SEE DETAIL SHEETS)	
EXISTING CONTOUR	----
PROPOSED CONTOUR	----



**NPDES GENERAL STORMWATER PERMIT
SOIL STABILIZATION TIMEFRAMES**

SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
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GENERAL NOTES (TYPICAL ALL SHEETS):

- WHERE SILT FENCES ARE LOCATED BELOW STORM DRAIN OUTLETS, THEIR LOCATIONS MUST BE MODIFIED AS THE STORM DRAINS ARE INSTALLED SO THAT THE FENCES WILL PASS OVER THE PIPE OUTLETS.
- SILT FENCE OUTLET MUST BE ADDED IN THE FIELD WHENEVER LOW POINTS ARE ENCOUNTERED ALONG SILT FENCE RUNS.
- USE ROLLED EROSION CONTROL PRODUCTS ON ALL CUT/FILL SLOPES INCLUDING BASINS AS NECESSARY FOR STABILIZATION
- DO NOT ALLOW CONCRETE DUST/WASTE/SEWAGE INTO STORM DRAIN OR OFF-SITE. ALL SEDIMENT MUST BE CLEANED OFF THE ROADWAY BY DRY SWEEPING METHODS ONLY. WATER MUST NOT BE USED TO WASH SEDIMENT OFF OF ROADS, DRIVEWAYS, OR PARKING LOTS.
- MINIMIZE BUFFER DISTURBANCE AS MUCH AS POSSIBLE. WORK WITHIN BUFFER ZONE SHOULD BE SEQUENCED TO MINIMIZE THE LENGTH OF TIME THAT DISTURBED AREAS ARE EXPOSED.

GENERAL NOTES (CONT) (TYPICAL ALL SHEETS):

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NOTE: SLOPES ON THIS PROJECT ARE PRIMARILY 2:1 AND 3:1. CONTRACTOR SHALL PROVIDE SOIL STABILIZATION ON ALL SLOPES WITHIN 7 DAYS OR AS REQUIRED BY NPDES GENERAL STORMWATER PERMIT. REFER TO CROSS SECTIONS AND MATTING SUMMARY SHEET.

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SELF-INSPECTIONS AND SELF-MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE CONDITIONS OF THE NPDES PERMIT NO. NCG010000 AND NORTH CAROLINA GENERAL STATUTE 113A-54.1(e) AND 15A NCAC 04B.0131

THIS SHEET REPRESENTS THE CLEARING AND GRUBBING PHASE OF THE PROJECT. SEE SHEET ERO-7 FOR THE CONSTRUCTION PHASE.

PLANS PREPARED BY:

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PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

SEAL

REVISIONS

NO. DATE

PLANS PREPARED FOR:

FUQUAY-VARINA
north carolina

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

EROSION CONTROL
PLANS

KHA PROJECT:

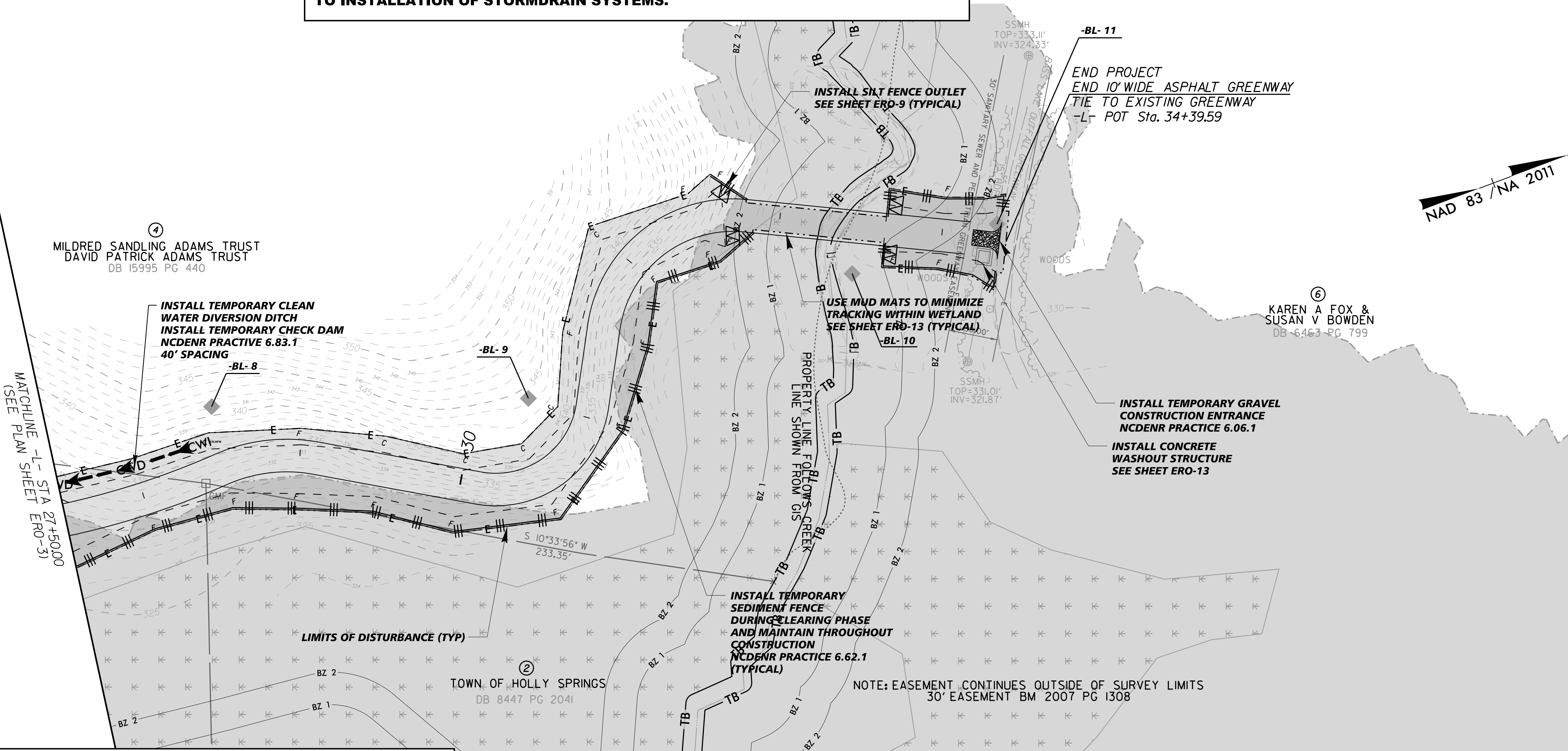
012622018

DATE:

1/31/2024

FINAL PLANS

ERO-4



LEGEND	
CONSTRUCTION LIMIT	C F
TEMPORARY SILT FENCE (SEE DETAIL SHEETS)	
SPECIAL SEDIMENT CONTROL FENCE / SILT FENCE OUTLET (SEE DETAIL SHEETS)	
TEMPORARY CONSTRUCTION ENTRANCE (SEE NCDOT STD.1607.01)	
ROCK PIPE INLET SEDIMENT TRAP, TYPE B (SEE NCDOT STD.1635.02)	
CONCRETE WASHOUT (SEE DETAIL SHEETS)	
OUTLET PROTECTION (SEE DETAIL SHEETS)	
LIMITS OF DISTURBANCE (LABELED ON PLANS)	---
STORM DRAIN INLET PROTECTION (SEE DETAIL SHEETS)	
TEMPORARY ROCK SILT CHECK, TYPE A (SEE NCDOT STD.1633.01)	
TEMPORARY ROCK SILT CHECK, TYPE B (SEE DETAIL SHEETS)	
TREE PROTECTION (SEE DETAIL SHEETS)	
WATTLE (SEE DETAIL SHEETS)	
EXISTING CONTOUR	---
PROPOSED CONTOUR	---

CLEAN WATER DIVERSION		
(Not to Scale)		
SOIL STABILIZATION MATERIAL		
OFFSITE CLEAN WATER		
MIN. 1'		
MIN. 1'		
NPDES GENERAL STORMWATER PERMIT SOIL STABILIZATION TIMEFRAMES		
SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
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1/31/2024

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THIS SHEET REPRESENTS THE CONSTRUCTION PHASE OF THE PROJECT. SEE SHEET ERO-2 FOR THE CLEARING & GRUBBING PHASE.

PLANS PREPARED BY:
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PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SEAL

REVISIONS

NO. DATE

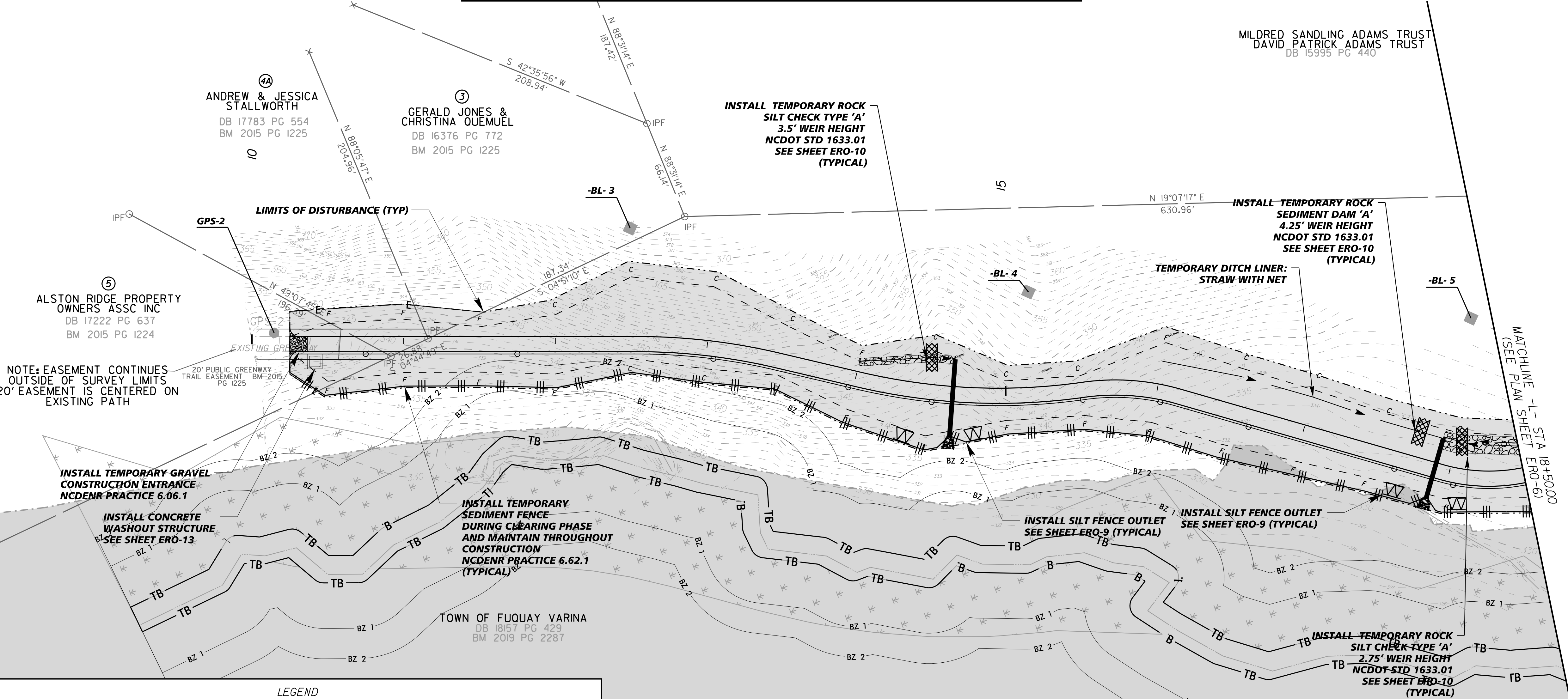
PLANS PREPARED FOR:
FUQUAY-VARINA
north carolina
TOWN OF FUQUAY-VARINA

PROJECT:
TIP: BL-00092
ALSTON RIDGE GREENWAY

EROSION CONTROL PLANS

TITLE:
KHA PROJECT: 012622018
DATE: 1/31/2024
FINAL PLANS

ERO-5



LEGEND

CONSTRUCTION LIMIT	C F	LIMITS OF DISTURBANCE (LABELED ON PLANS)
TEMPORARY SILT FENCE (SEE DETAIL SHEETS)		STORM DRAIN INLET PROTECTION (SEE DETAIL SHEETS)
SPECIAL SEDIMENT CONTROL FENCE / SILT FENCE OUTLET (SEE DETAIL SHEETS)	W	TEMPORARY ROCK SILT CHECK, TYPE A (SEE NCDOT STD.1633.01)
TEMPORARY CONSTRUCTION ENTRANCE (SEE NCDOT STD.1607.01)	■	TEMPORARY ROCK SILT CHECK, TYPE B (SEE DETAIL SHEETS)
ROCK PIPE INLET SEDIMENT TRAP, TYPE B (SEE NCDOT STD.1635.02)	○	TREE PROTECTION (SEE DETAIL SHEETS)
CONCRETE WASHOUT (SEE DETAIL SHEETS)	□	WATTLE (SEE DETAIL SHEETS)
OUTLET PROTECTION (SEE DETAIL SHEETS)	■	EXISTING CONTOUR
		PROPOSED CONTOUR

**NPDES GENERAL STORMWATER PERMIT
SOIL STABILIZATION TIMEFRAMES**

SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HOW ZONES.

GENERAL NOTES (TYPICAL ALL SHEETS):

- WHERE SILT FENCES ARE LOCATED BELOW STORM DRAIN OUTLETS, THEIR LOCATIONS MUST BE MODIFIED AS THE STORM DRAINS ARE INSTALLED SO THAT THE FENCES WILL PASS OVERTHE PIPE OUTLETS.
- SILT FENCE OUTLET MUST BE ADDED IN THE FIELD WHENEVER LOW POINTS ARE ENCOUNTERED ALONG SILT FENCE RUNS.
- USE ROLLED EROSION CONTROL PRODUCTS ON ALL CUT/FILL SLOPES INCLUDING BASINS AS NECESSARY FOR STABILIZATION
- DO NOT ALLOW CONCRETE DUST/WASTE/SEWAGE INTO STORM DRAIN OR OFF-SITE. ALL SEDIMENT MUST BE CLEANED OFF THE ROADWAY BY DRY SWEEPING METHODS ONLY. WATER MUST NOT BE USED TO WASH SEDIMENT OFF OF ROADS, DRIVEWAYS, OR PARKING LOTS.
- MINIMIZE BUFFER DISTURBANCE AS MUCH AS POSSIBLE. WORK WITHIN BUFFER ZONE SHOULD BE SEQUENCED TO MINIMIZE THE LENGTH OF TIME THAT DISTURBED AREAS ARE EXPOSED.

GENERAL NOTES (CONT) (TYPICAL ALL SHEETS):

- STREAM BANK STABILIZATION SHOULD BE PHASED SO THAT EACH DAY'S WORK IS COMPLETED AND ADEQUATELY STABILIZED AT THE END OF EACH WORK DAY.
- ADEQUATE TEMPORARY SEDIMENT CONTROLS SHALL BE PROVIDED AT THE END OF EACH WORK DAY AT ALL STREAM CROSSINGS UNTIL ADEQUATE PERMANENT GROUND COVER IS PROVIDED.

K:\RAL_Roadway\012622018.A - Alston Ridge Greenway Plan\Plan\Erosion Control\Alston_ero_pst_4_F.dgn 1/31/2024

NOTE: SLOPES ON THIS PROJECT ARE PRIMARILY 2:1 AND 3:1. CONTRACTOR SHALL PROVIDE SOIL STABILIZATION ON ALL SLOPES WITHIN 7 DAYS OR AS REQUIRED BY NPDES GENERAL STORMWATER PERMIT. REFER TO CROSS SECTIONS AND MATTING SUMMARY SHEET.

LIMITS OF DISTURBANCE SHOWN SHADED ON SHEET EC-1. SYMBOLOGY IS SHOWN IN LEGEND AND IT IS DELINEATED ON THE REMAINING EROSION CONTROL PLAN SHEETS

ROCK CHECK DAMS TO BE INSTALLED AND MAINTAINED WHEN UNSTABLE AND SEDIMENT LADEN SOIL IS DRAINING TO STRUCTURES. CONTRACTOR TO COORDINATE WITH CITY INSPECTOR TO DETERMINE WHEN ROCK CHECK DAMS MAY BE REPLACED BY WATTLES UPON PARTIAL STABILIZATION OF SOIL.

BOARDWALK AND CULVERT EROSION CONTROL PHASING:

1. CONTRACTOR TO INSTALL ALL EROSION CONTROL MEASURES BEFORE ANY CLEARING AND GRUBBING IS PERFORMED.
2. CONTRACTOR TO ACCESS BOARDWALK AND CULVERT LOCATIONS USING PROPOSED GREENWAY PATH FOOTPRINT. USE MUD MATS (SEE EROSION CONTROL DETAILS) IN WETLAND AREAS AND OTHER LOW AREAS TO LIMIT IMPACTS.
3. CONTRACTOR TO DEWATER EXCAVATED AREAS AS NEEDED USING IMPERVIOUS DIKES, SPECIAL STILLING BASINS, AND BYPASSING PUMPING (DEWATERING METHOD INCIDENTAL TO BOARDWALK INSTALLATION).
4. AFTER BOARDWALK AND CULVERTS ARE SET, CONTRACTOR IS TO STABILIZE ALL DISTURBED AREAS AND STREAM BANK SLOPES USING EROSION CONTROL MATTING, SEEDING (SEE SHEETS ERO-9), AND MULCH TO MAINTAIN A VIGOROUS, DENSE, VEGETATIVE COVER.

PIPES SHALL BE INSTALLED IN THE DRY (WITH A MIN. 3 DAYS OF DRY WEATHER DURING INSTALLATION.) CONTACT ENGINEER AND INSPECTOR 24 HOURS PRIOR TO INSTALLATION OF STORMDRAIN SYSTEMS.

THESE EROSION AND SEDIMENT CONTROL PLANS COMPLY WITH THE REGULATIONS SET FORTH BY THE NCG-010000 GENERAL CONSTRUCTION PERMIT EFFECTIVE MARCH 31, 2024 ISSUED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES DIVISION OF WATER QUALITY.

SELF-INSPECTIONS AND SELF-MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE CONDITIONS OF THE NPDES PERMIT NO. NCG010000 AND NORTH CAROLINA GENERAL STATUTE 113A-54.1(e) AND 15A NCAC 04B.0131

THIS SHEET REPRESENTS THE CONSTRUCTION PHASE OF THE PROJECT. SEE SHEET ERO-3 FOR THE CLEARING & GRUBBING PHASE.

PLANS PREPARED BY:

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FAX: (919) 677-2050
NC LICENSE #1-0002
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PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

SEAL

REVISIONS

NO. DATE

PLANS PREPARED FOR:

FUQUAY-VARINA
north carolina

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

EROSION CONTROL
PLANS

KHA PROJECT:

0126222018

DATE:

1/31/2024

FINAL PLANS

ERO-6

GENERAL NOTES (TYPICAL ALL SHEETS):

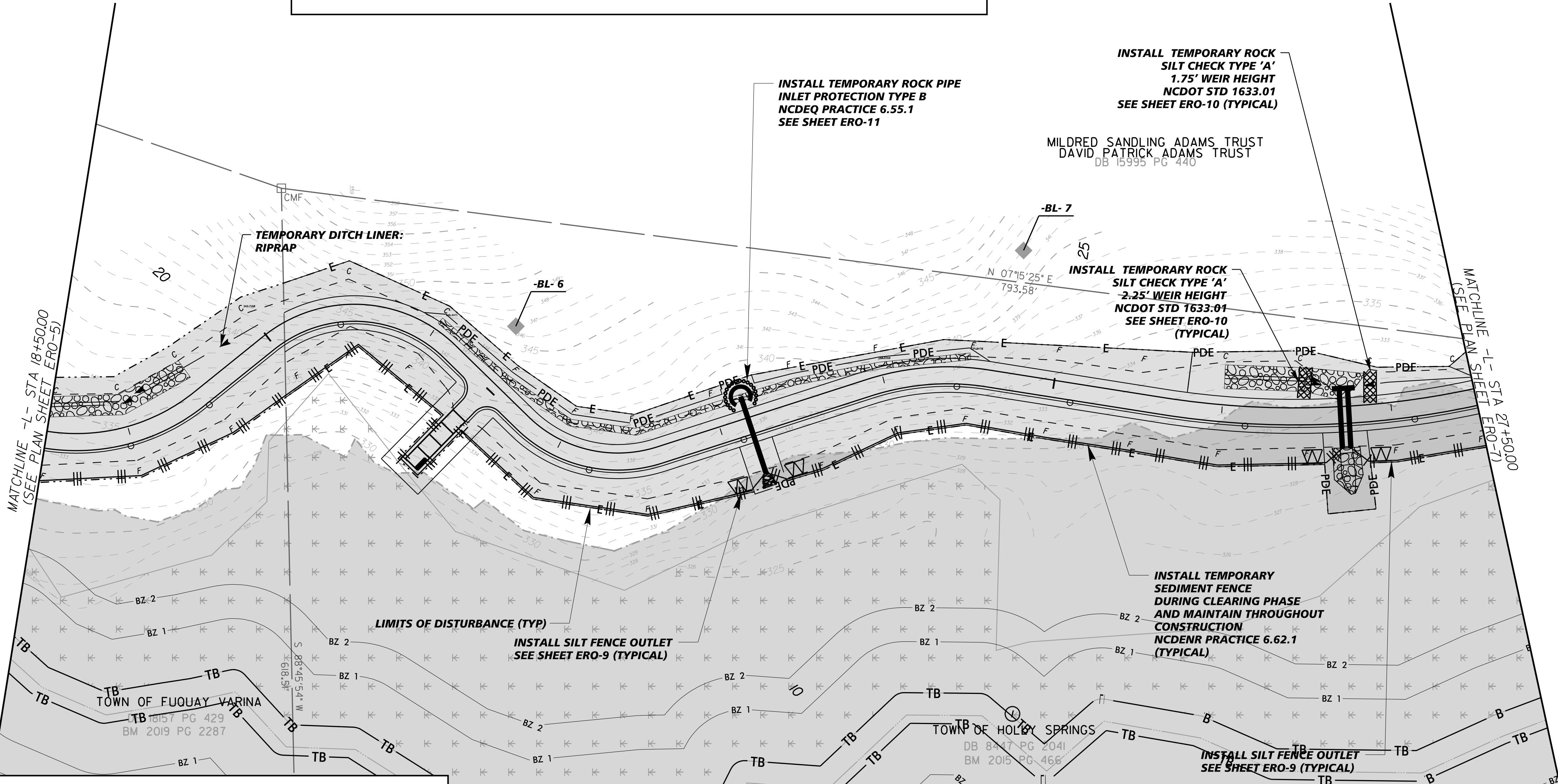
1. WHERE SILT FENCES ARE LOCATED BELOW STORM DRAIN OUTLETS, THEIR LOCATIONS MUST BE MODIFIED AS THE STORM DRAINS ARE INSTALLED SO THAT THE FENCES WILL PASS OVER THE PIPE OUTLETS.
2. SILT FENCE OUTLET MUST BE ADDED IN THE FIELD WHENEVER LOW POINTS ARE ENCOUNTERED ALONG SILT FENCE RUNS.
3. USE ROLLED EROSION CONTROL PRODUCTS ON ALL CUT/FILL SLOPES INCLUDING BASINS AS NECESSARY FOR STABILIZATION
4. DO NOT ALLOW CONCRETE DUST/WASTE/SEWAGE INTO STORM DRAIN OR OFF-SITE. ALL SEDIMENT MUST BE CLEANED OFF THE ROADWAY BY DRY SWEEPING METHODS ONLY. WATER MUST NOT BE USED TO WASH SEDIMENT OFF OF ROADS, DRIVEWAYS, OR PARKING LOTS.
5. MINIMIZE BUFFER DISTURBANCE AS MUCH AS POSSIBLE. WORK WITHIN BUFFER ZONE SHOULD BE SEQUENCED TO MINIMIZE THE LENGTH OF TIME THAT DISTURBED AREAS ARE EXPOSED.

GENERAL NOTES (CONT) (TYPICAL ALL SHEETS):

6. STREAM BANK STABILIZATION SHOULD BE PHASED SO THAT EACH DAY'S WORK IS COMPLETED AND ADEQUATELY STABILIZED AT THE END OF EACH WORK DAY.
7. ADEQUATE TEMPORARY SEDIMENT CONTROLS SHALL BE PROVIDED AT THE END OF EACH WORK DAY AT ALL STREAM CROSSINGS UNTIL ADEQUATE PERMANENT GROUND COVER IS PROVIDED.

NPDES GENERAL STORMWATER PERMIT
SOIL STABILIZATION TIMEFRAMES

SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HOW ZONES.



LEGEND

CONSTRUCTION LIMIT	C F	LIMITS OF DISTURBANCE (LABELED ON PLANS)	---
TEMPORARY SILT FENCE (SEE DETAIL SHEETS)		STORM DRAIN INLET PROTECTION (SEE DETAIL SHEETS)	□
SPECIAL SEDIMENT CONTROL FENCE / SILT FENCE OUTLET (SEE DETAIL SHEETS)	⚡	TEMPORARY ROCK SILT CHECK, TYPE A (SEE NCDOT STD. 1633.01)	⊗
TEMPORARY CONSTRUCTION ENTRANCE (SEE NCDOT STD. 1607.01)	⬢	TEMPORARY ROCK SILT CHECK, TYPE B (SEE DETAIL SHEETS)	➤
ROCK PIPE INLET SEDIMENT TRAP, TYPE B (SEE NCDOT STD. 1635.02)	⦶	TREE PROTECTION (SEE DETAIL SHEETS)	⌒
CONCRETE WASHOUT (SEE DETAIL SHEETS)	□	WATTLE (SEE DETAIL SHEETS)	⌒
OUTLET PROTECTION (SEE DETAIL SHEETS)	⦶	EXISTING CONTOUR	---
		PROPOSED CONTOUR	---

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1/31/2024

ROCK CHECK DAMS TO BE INSTALLED AND MAINTAINED WHEN UNSTABLE AND SEDIMENT LADEN SOIL IS DRAINING TO STRUCTURES. CONTRACTOR TO COORDINATE WITH CITY INSPECTOR TO DETERMINE WHEN ROCK CHECK DAMS MAY BE REPLACED BY WATTLES UPON PARTIAL STABILIZATION OF SOIL.

1. **CONTRACTOR TO INSTALL ALL EROSION CONTROL MEASURES BEFORE ANY CLEARING AND GRUBBING IS PERFORMED.**
2. **CONTRACTOR TO ACCESS BOARDWALK AND CULVERT LOCATIONS USING PROPOSED GREENWAY PATH FOOTPRINT. USE MUD MATS (SEE EROSION CONTROL DETAILS) IN WETLAND AREAS AND OTHER LOW AREAS TO LIMIT IMPACTS.**
3. **CONTRACTOR TO DEWATER EXCAVATED AREAS AS NEEDED USING IMPERVIOUS DIKES, SPECIAL STILLING BASINS, AND BYPASSING PUMPING (DEWATERING METHOD INCIDENTAL TO BOARDWALK INSTALLATION).**
4. **AFTER BOARDWALK AND CULVERTS ARE SET, CONTRACTOR IS TO STABILIZE ALL DISTURBED AREAS AND STREAM BANK SLOPES USING EROSION CONTROL MATTING, SEEDING (SEE SHEET ERO-9), AND MULCH TO MAINTAIN A VIGOROUS, DENSE, VEGETATIVE COVER.**

THIS SHEET REPRESENTS THE CONSTRUCTION
PHASE OF THE PROJECT. SEE SHEET ERO-4
FOR THE CLEARING & GRUBBING PHASE.

TOWN OF FUQUAY-VARINA

TIP: BL-00092
ALSTON RIDGE GREEN

ERO-7

SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HOW ZONES.

6. STREAM BANK STABILIZATION SHOULD BE PHASED SO THAT EACH DAY'S WORK IS COMPLETED AND ADEQUATELY STABILIZED AT THE END OF EACH WORK DAY.

7. ADEQUATE TEMPORARY SEDIMENT CONTROLS SHALL BE PROVIDED AT THE END OF EACH WORK DAY AT ALL STREAM CROSSINGS UNTIL ADEQUATE PERMANENT GROUND COVER IS PROVIDED.

SEAL

REVISIONS

DATE _____

NO.

PLANS PREPARED FOR:

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092

ALSTON RIDGE GREENWAY

TITLE:

KHA PROJECT:
012622018

DATE: **1/31/2024**

FINAL PLANS

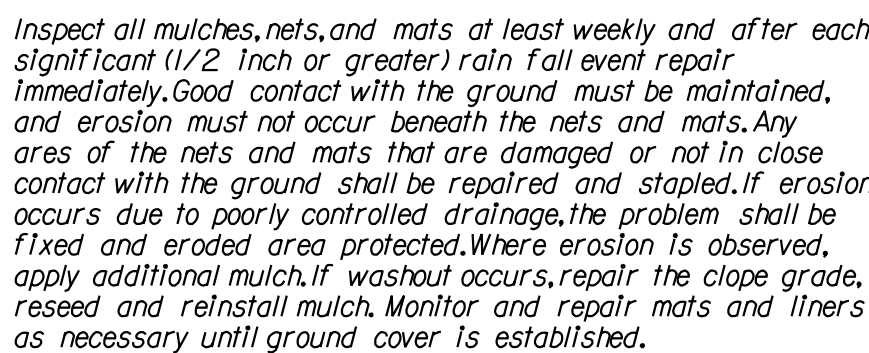
ERO-9



Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.



and stabilize it until the contributing drainage area has been properly stabilized.



HARDWARE CLOTH AND GRAVEL INLET PROTECTION DETAIL (6.51J)

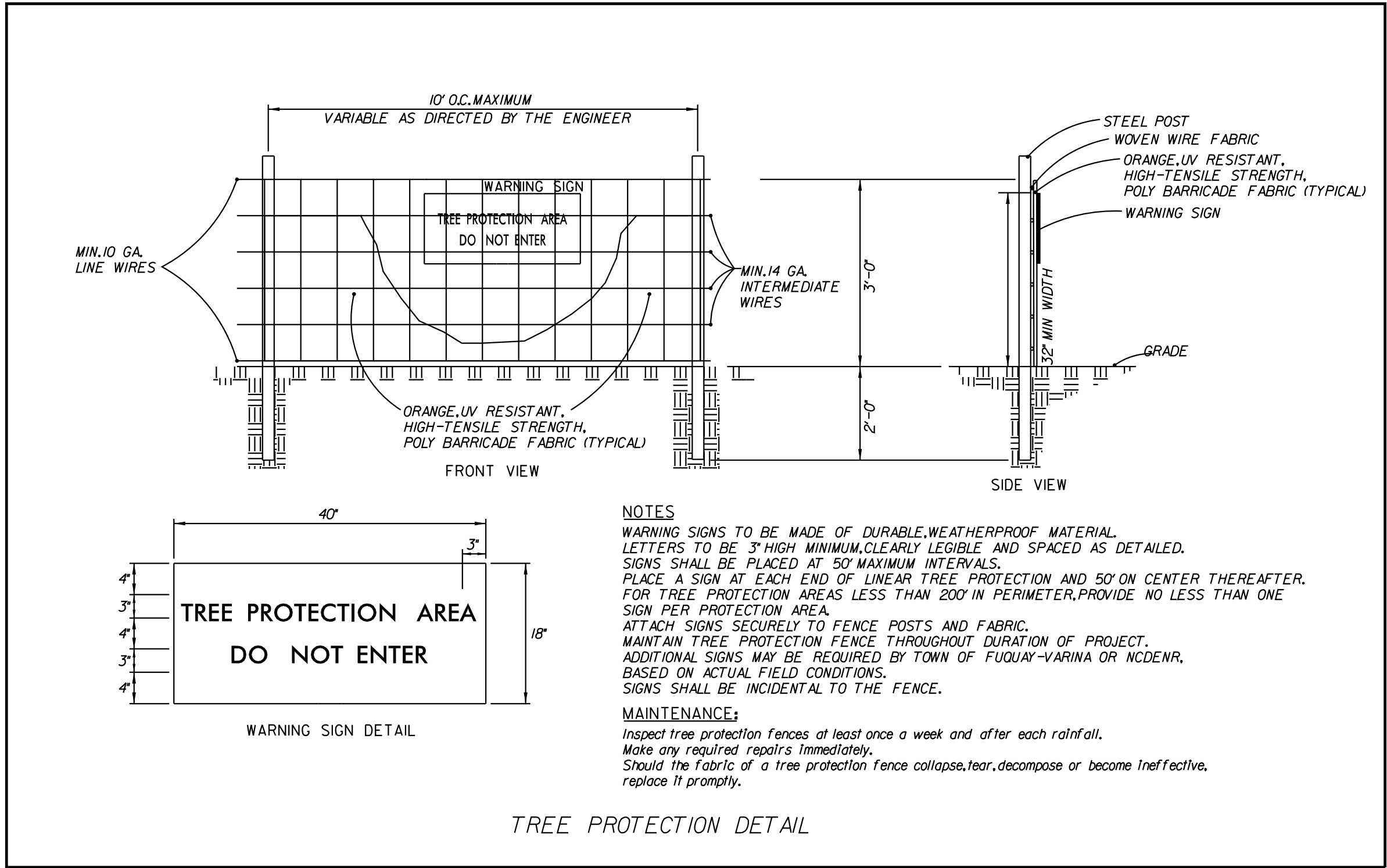
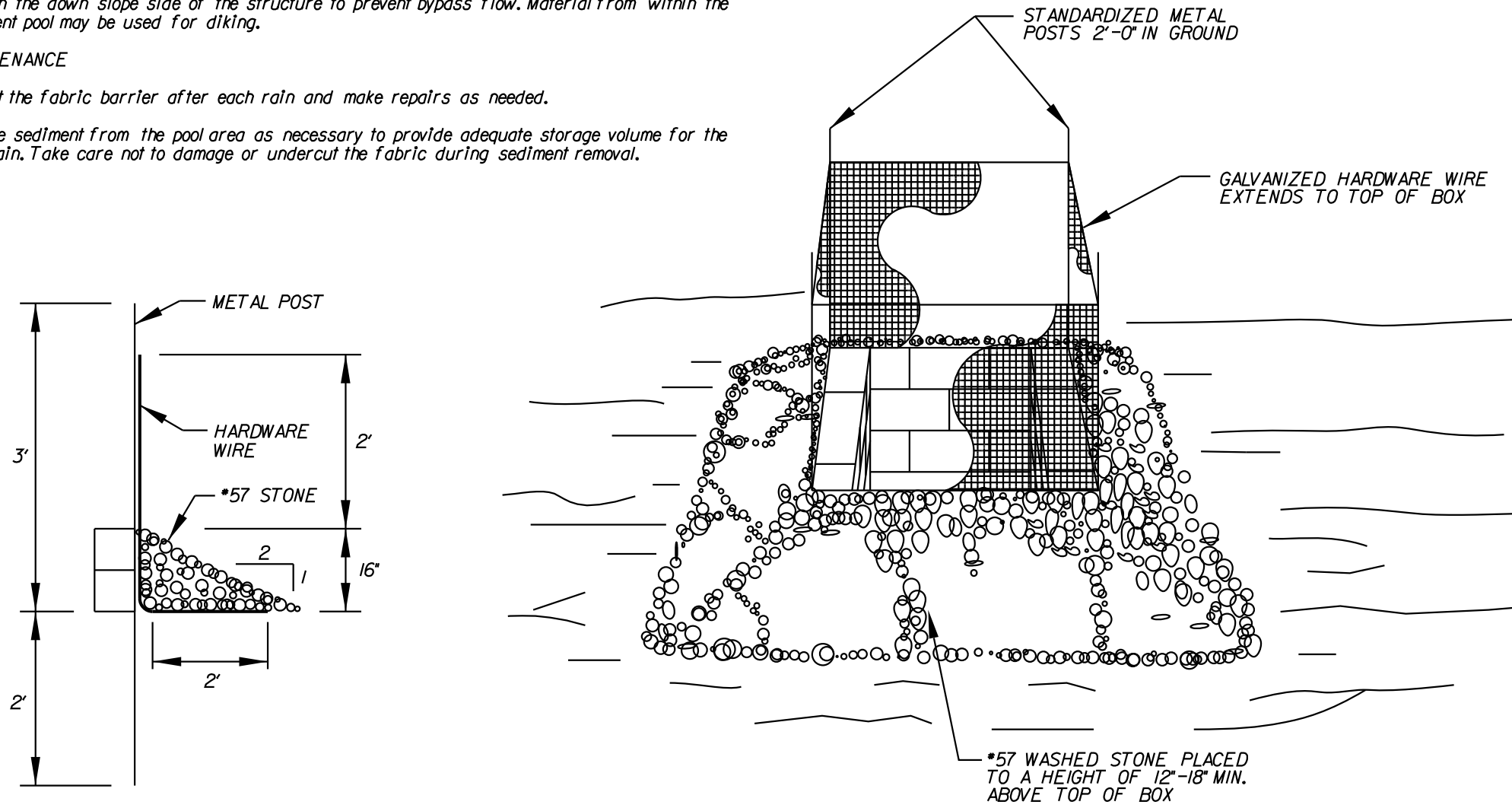
CONSTRUCTION SPECIFICATIONS

1. As synthetic fabric, use a previous sheet of nylon, polyester, or ethylene yarn - extra strength (50 lb/1 inch minimum) - that contains ultraviolet ray inhibitors and stabilizers. Fabric should be sufficiently porous to provide adequate drainage of the temporary sediment pool. Burlap may be used for short-term applications. It must be replaced every 60 days.
2. Cut fabric from a continuous roll to eliminate joints.
3. For stakes, use 5-foot steel posts.
4. Space stakes evenly around the perimeter of the inlet a maximum of 4 ft apart, and securely drive them into the ground, approximately 24 inches deep.
5. Place a 2 foot flap of wire mesh under the gravel for anchoring.
6. Fasten fabric securely to the stakes and frame. Joints must be overlapped to the next stake.
7. The top of the frame and fabric must be well below the ground elevation downslope from the drop inlet to keep runoff from bypassing the inlet. It may be necessary to build a temporary dike on the down slope side of the structure to prevent bypass flow. Material from within the sediment pool may be used for diking.

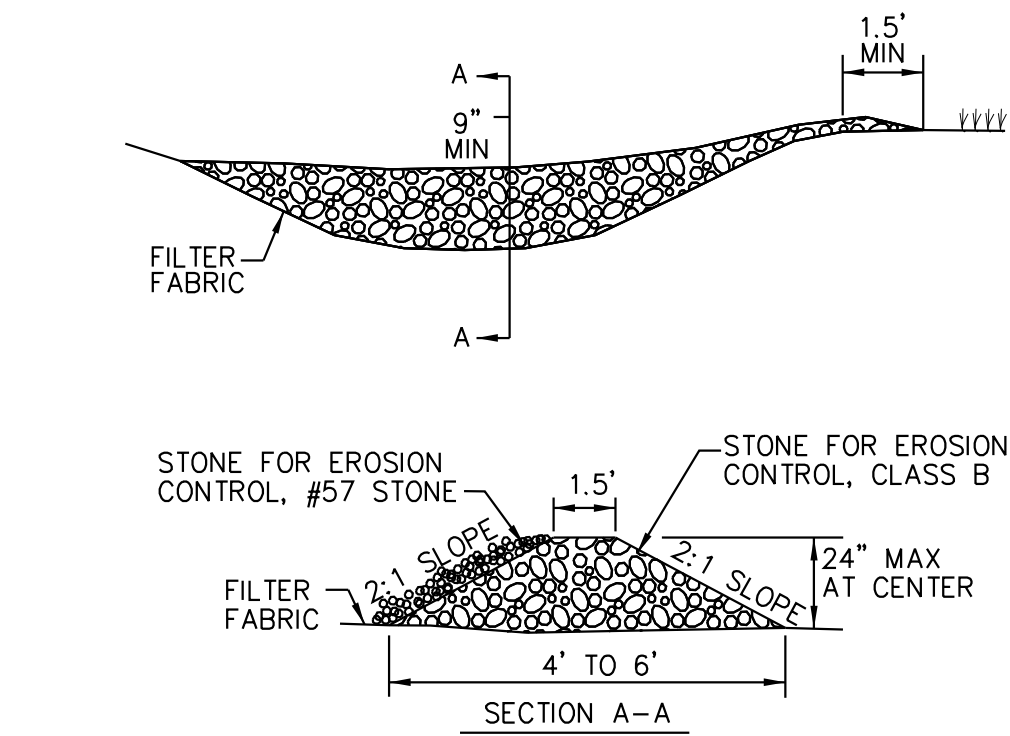
MAINTENANCE

Inspect the fabric barrier after each rain and make repairs as needed.

Remove sediment from the pool area as necessary to provide adequate storage volume for the next rain. Take care not to damage or undercut the fabric during sediment removal.



TEMPORARY ROCK SILT CHECK, TYPE B (6.83)



NOTE:
CHECK DAMS TO BE INSTALLED AS INDICATED ON PLAN OR IF GRADE IS STEEPER PER PLAN DETAIL.

CONSTRUCTION SPECIFICATIONS

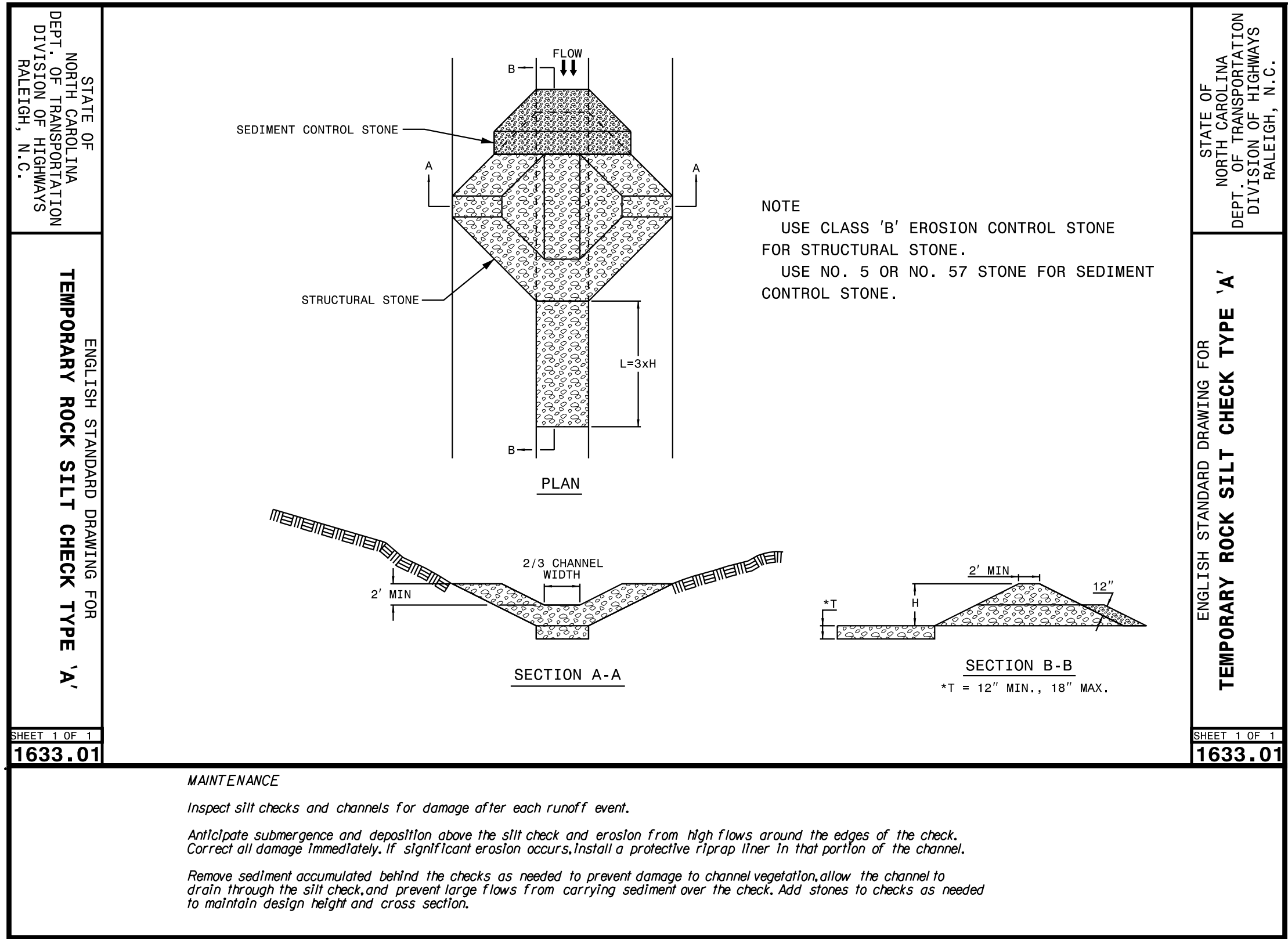
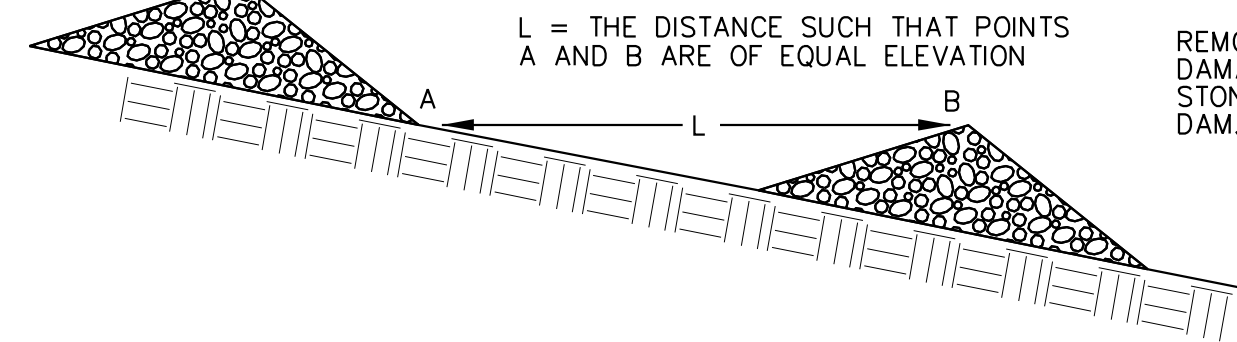
1. PLACE STONE TO THE LINES AND DIMENSIONS SHOWN IN THE PLAN ON A FILTER FABRIC FOUNDATION.
2. KEEP THE CENTER STONE SECTION AT LEAST 9 INCHES BELOW NATURAL GROUND LEVEL WHERE THE DAM ABUTS THE CHANNEL BANKS.
3. EXTEND STONE AT LEAST 1.5 FT BEYOND THE DITCH BANKS TO KEEP OVERFLOW WATER FROM CUTTING AROUND THE ENDS OF THE CHECK DAM.
4. SET SPACING BETWEEN DAMS TO ASSURE THAT THE ELEVATION AT THE TOP OF THE LOWER DAM IS THE SAME AS THE TOP ELEVATION OF THE UPPER DAM.
5. PROTECT THE CHANNEL DOWNSTREAM FROM THE LOWEST CHECK DAM, CONSIDERING THAT WATER WILL FLOW OVER AND AROUND THE DAM.
6. MAKE SURE THAT THE CHANNEL REACH ABOVE THE MOST UPSTREAM DAM IS STABLE.
7. ENSURE THAT CHANNEL APPURTENANCES, SUCH AS CULVERT ENTRANCES BELOW CHECK DAMS, ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONES.
8. #57 WASHED STONE SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER TON "SEDIMENT CONTROL STONE."

MAINTENANCE

INSPECT CHECK DAMS AND CHANNELS FOR DAMAGE AFTER EACH RUNOFF EVENT.

ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM. CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS BETWEEN DAMS, INSTALL A PROTECTIVE RIPRAP LINER IN THAT PORTION OF THE CHANNEL.

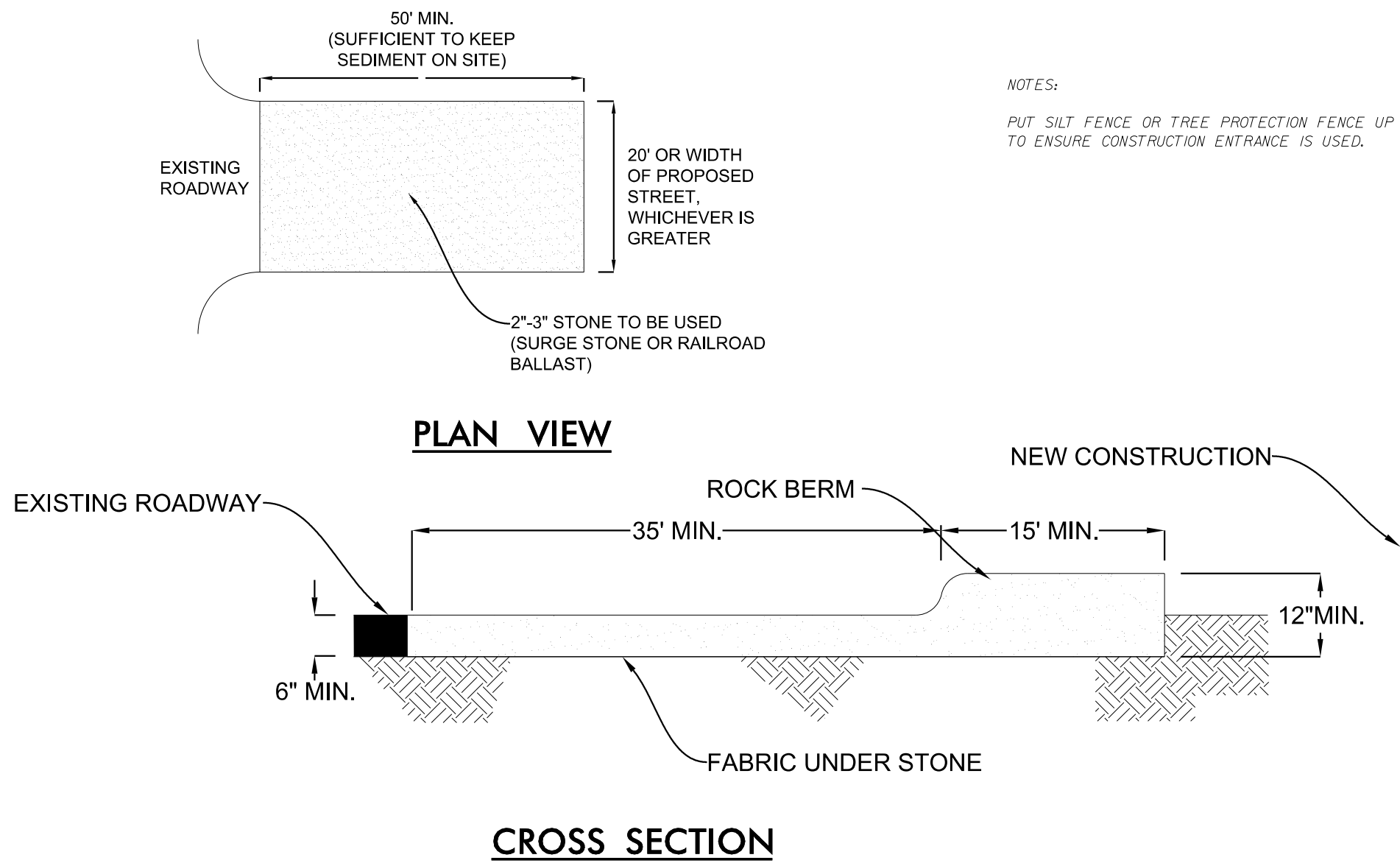
REMOVE SEDIMENT ACCUMULATED BEHIND THE DAMS AS NEEDED TO PREVENT DAMAGE TO CHANNEL VEGETATION. ALLOW THE CHANNEL TO DRAIN THROUGH THE STONE CHECK DAM, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DAM. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.



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1/31/2024

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT (6.06.J)



CONSTRUCTION SPECIFICATIONS

1. Clear the entrance and exit area of all vegetation, roots, and other objectionable material and properly grade it.
2. Place the stone to the specific grade and dimensions shown on the plans, and smooth it.
3. Provide drainage to carry water to a sediment trap or other suitable outlet.
4. Use geotextile fabrics because they improve stability of the foundation in locations subject to seepage or high water table.
5. Use 2'-3" coarse aggregate base course or larger.
6. Payment shall be made at the contract unit price per ton "Incidental Stone Base."

MAINTENANCE

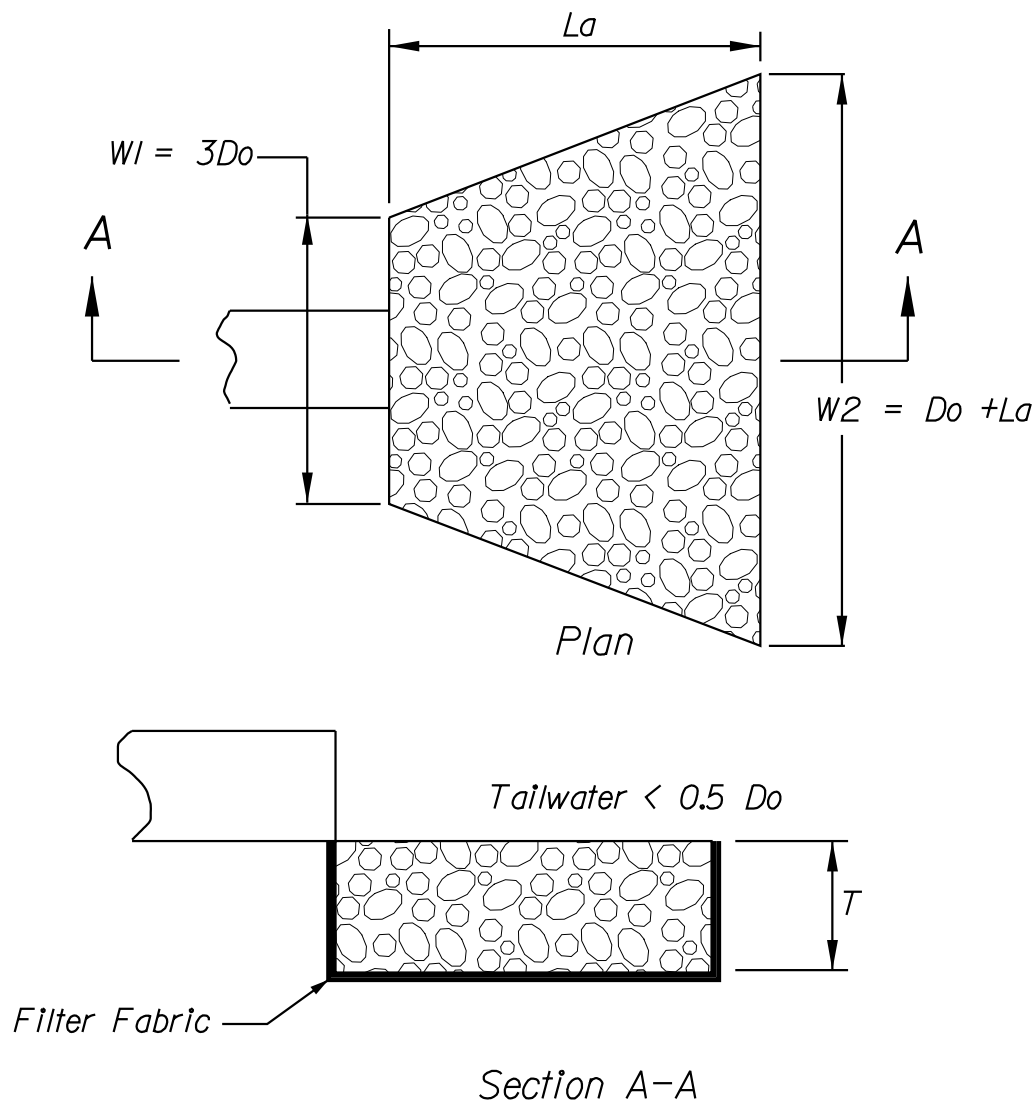
Maintain the stone pad in a condition to prevent mud or sediment from leaving the construction site. This may require periodic topdressing with 2-Inch stone. After each rainfall, inspect any structure used to trap sediment and clean it out as necessary. Immediately remove all objectionable materials spilled, washed, or tracked onto public roadways.

Installation: Avoid curves in public roads and steep slopes. Remove all vegetation and other objectionable material from the foundation area. Grade and crown foundation for positive drainage.

If the slope toward the road exceeds 2%, construct a ridge, 6 to 8 inches high with 3:1 side slopes, across the foundation approximately 15 feet from the entrance to divert runoff away from the public road.

OUTLET STABILIZATION STRUCTURE DETAIL

DETAIL A

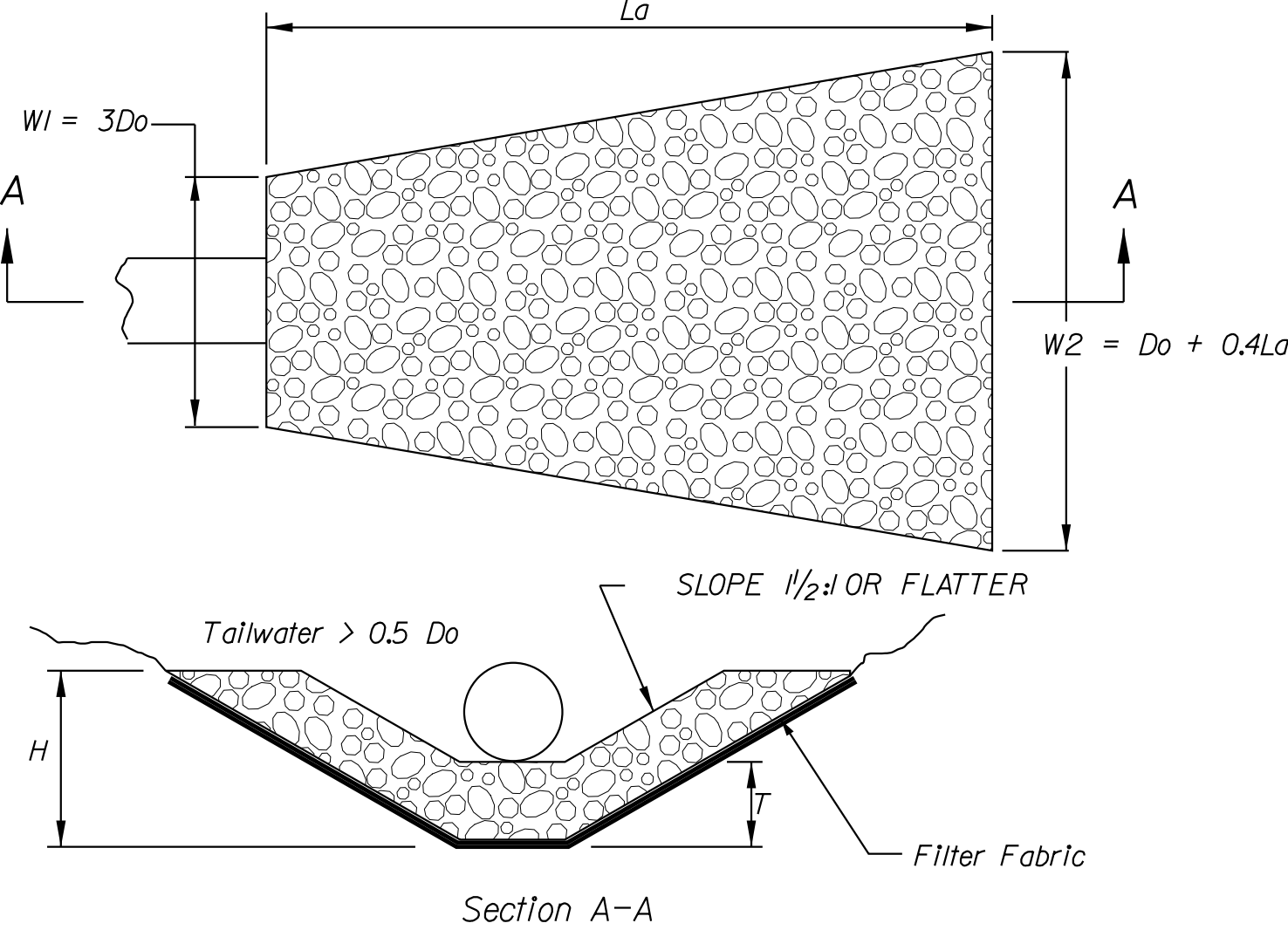


Pipe Outlet To Flat Area
With No Defined Channel

CONSTRUCTION SPECIFICATIONS

1. Ensure that the subgrade for the filter and riprap follows the required lines and grades shown in the plan. Compact any fill required in the subgrade to the density of the surrounding undisturbed material. Low areas in the subgrade on undisturbed soil may also be filled by increasing the riprap thickness.
2. The riprap and gravel filter must conform to the specified grading limits shown on the plans.
3. Filter cloth, when used, must meet design requirements and be properly protected from punching or tearing during installation. Repair any damage by removing the riprap and placing another piece of filter cloth over the damaged area. All connecting joints should overlap a minimum of 1 foot. If damage is extensive, replace the entire filter cloth.
4. Riprap may be placed by equipment, but take care to avoid damaging the filter.
5. The minimum thickness of the riprap should be 1.5 times the maximum stone diameter.

DETAIL B



Pipe Outlet to Well-Defined Channel

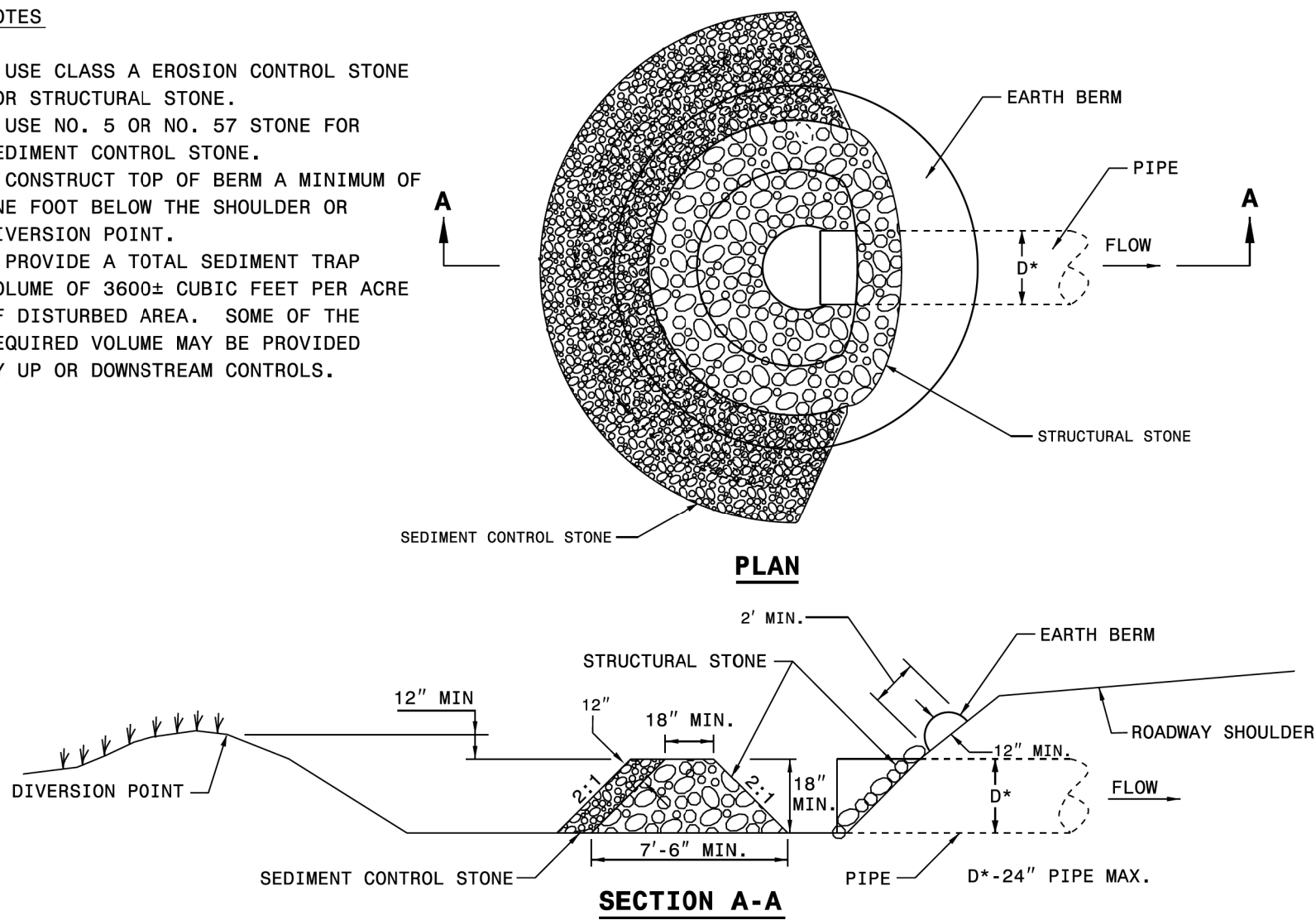
6. Riprap may be field stone or rough quarry stone. It should be hard, angular, highly weather-resistant and well graded.
7. Construct the apron on zero grade with no overfall at the end. Make the top of the riprap at the downstream end level with the receiving area or slightly below it.
8. Ensure that the apron is properly aligned with the receiving stream and preferably straight throughout its length. If a curve is needed to fit site conditions, place it in the upper section of the apron.
9. Immediately after construction, stabilize all disturbed areas with vegetation.

MAINTENANCE

Inspect riprap outlet structures after heavy rains to see if any erosion around or below the riprap has taken place or if stones have been dislodged. Immediately make all needed repairs to prevent further damage.

NOTES

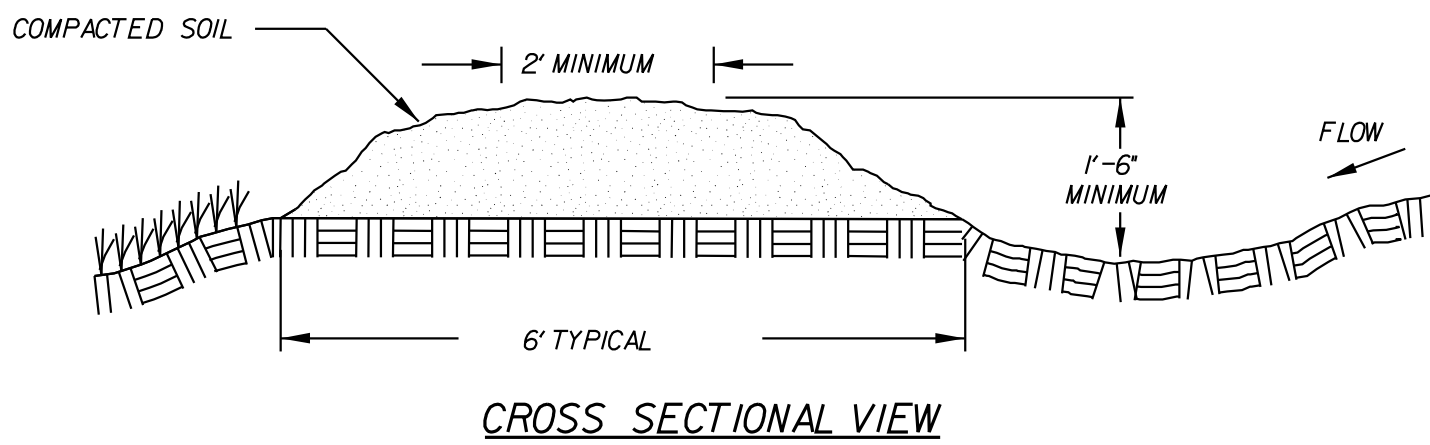
- USE CLASS A EROSION CONTROL STONE FOR STRUCTURAL STONE.
- USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.
- CONSTRUCT TOP OF BERM A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR DIVERSION POINT.
- PROVIDE A TOTAL SEDIMENT TRAP VOLUME OF 3600± CUBIC FEET PER ACRE OF DISTURBED AREA. SOME OF THE REQUIRED VOLUME MAY BE PROVIDED BY UP OR DOWNSTREAM CONTROLS.



MAINTENANCE

INSPECT ROCK PIPE INLET PROTECTION DEVICES AND CHANNELS FOR DAMAGE AFTER EACH RUNOFF EVENT. ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE ROCK PIPE INLET PROTECTION DEVICE AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DEVICE. CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS, INSTALL A PROTECTIVE RIPRAP LINER IN THAT PORTION OF THE CHANNEL, REMOVE SEDIMENT ACCUMULATED BEHIND THE DEVICE AS NEEDED TO PREVENT DAMAGE TO THE DEVICE AND CONTAMINATION OF THE FLOW INTO THE PIPE. ALLOW THE CHANNEL TO DRAIN THROUGH THE DEVICE, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DEVICE. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.

TEMPORARY DIVERSION DITCH DETAIL (6.20)



CONSTRUCTION SPECIFICATIONS

1. Remove and properly dispose of all trees, brush, stumps, and other objectionable material.
2. Ensure that the minimum constructed cross section meets all design requirements.
3. Ensure that the top of the dike is not lower at any point than the design elevation plus the specified settlement.
4. Provide sufficient room around diversions to permit machine regrading and cleanout.
5. Vegetate the ridge immediately after construction, unless it will remain in place less than 30 working days.
6. Use temporary liner where noted on plans.
7. Temporary diversion ditch construction shall be paid for at the contract unit price per cubic yard "Drainage Ditch Excavation."

MAINTENANCE

Inspect temporary diversions once a week and after every rainfall. Immediately remove sediment from the flow area and repair the diversion ridge. Carefully check outlets and make timely repairs as needed. When the area protected is permanently stabilized, remove the ridge and the channel to blend with the natural ground level and appropriately stabilize it.

PLANS PREPARED BY:

Kimley»Horn

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NC LICENSE #T-0002
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PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

SEAL

REVISIONS

DATE

FUQUAY-VARINA
north carolina

PROJECT:

TIP: BL-00092

ALSTON RIDGE GREENWAY

TITLE:

EROSION CONTROL DETAILS

KHA PROJECT:

012622018

DATE:

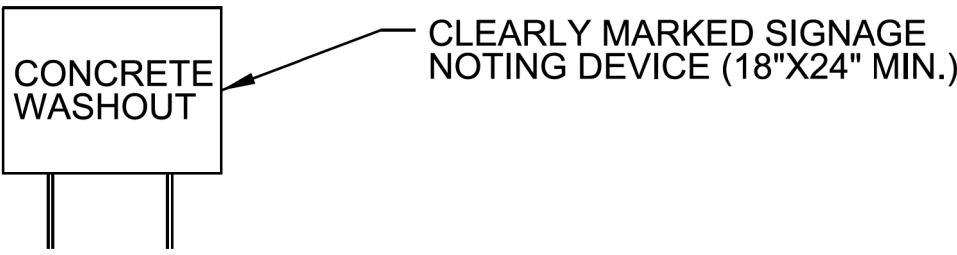
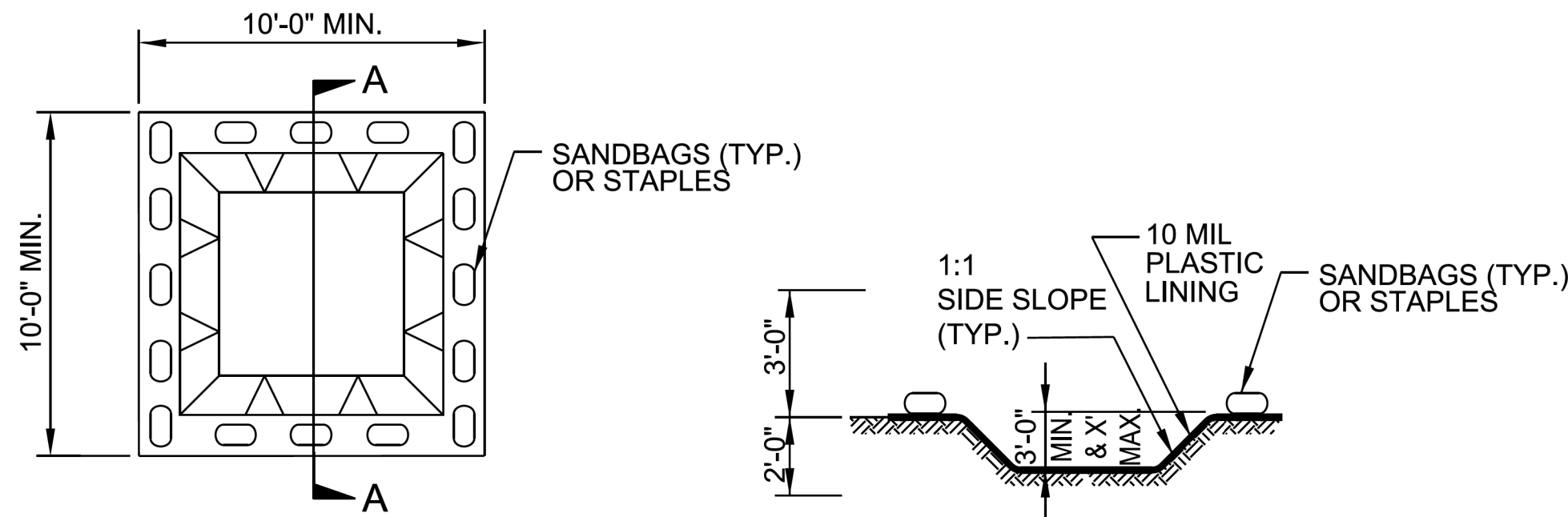
1/31/2024

FINAL PLANS

ERO-11

WITH LINER, NO GRAVEL APPROACH

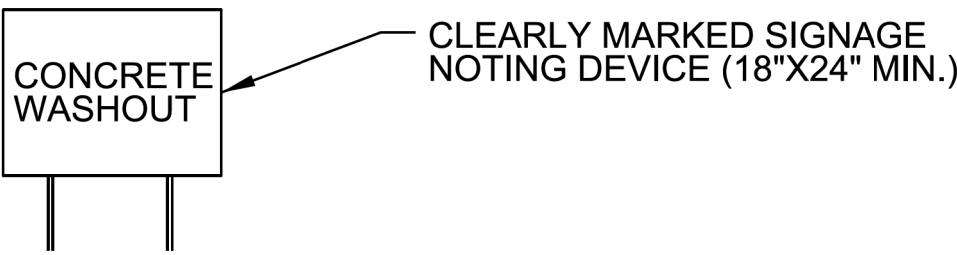
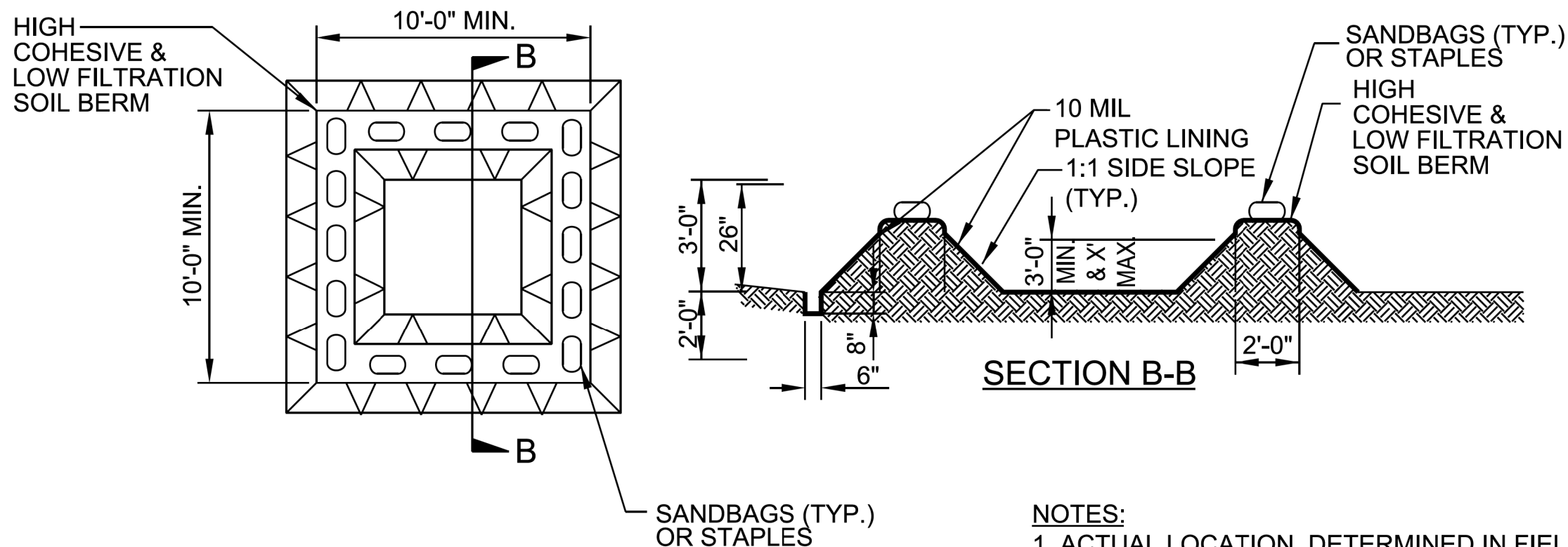
ONSITE CONCRETE WASHOUT STRUCTURE WITH LINER



PLAN

BELOW GRADE WASHOUT STRUCTURE

NOT TO SCALE



PLAN

ABOVE GRADE WASHOUT STRUCTURE

NOT TO SCALE

SECTION A-A

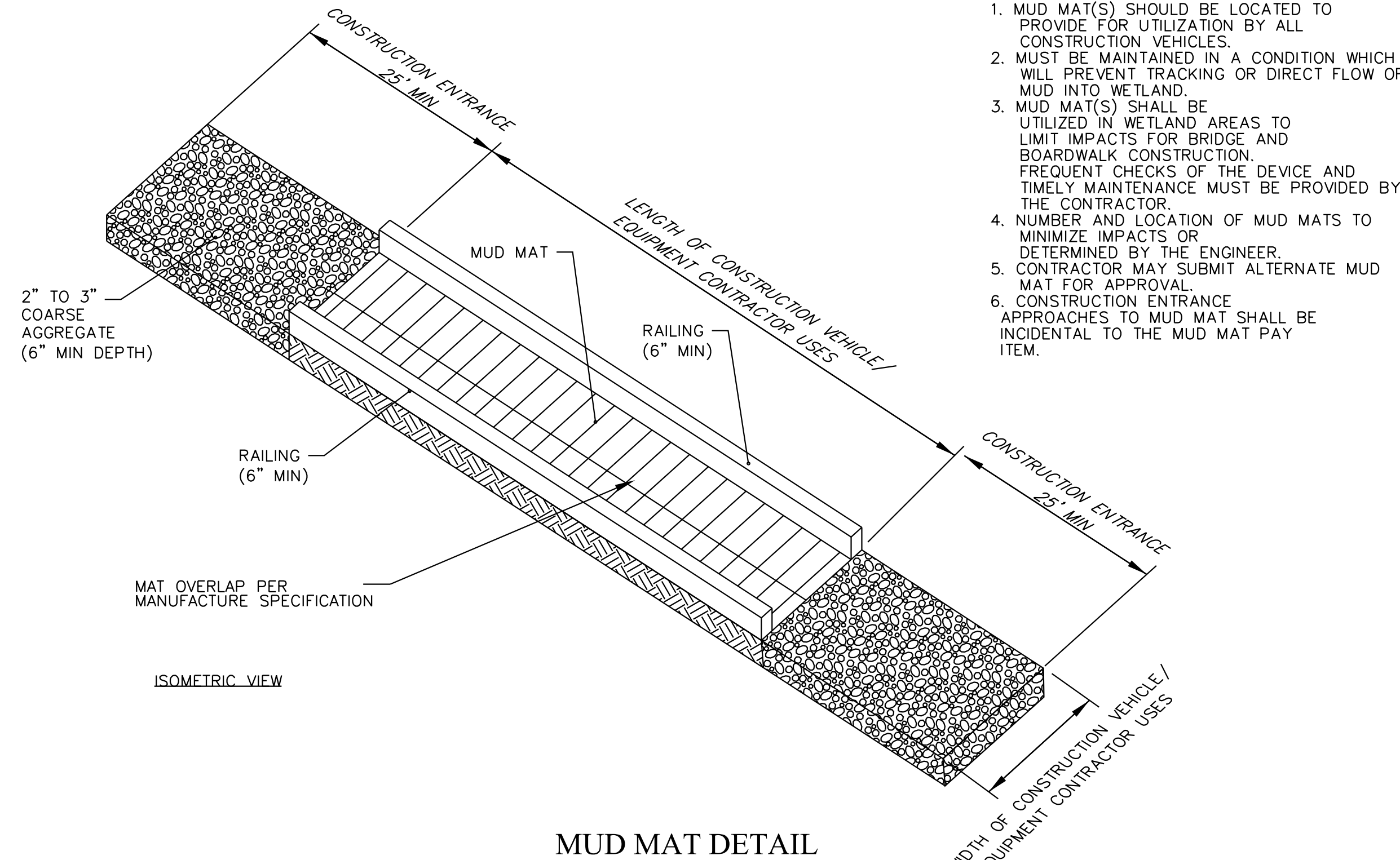
NOTES:

1. ACTUAL LOCATION DETERMINED IN FIELD
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY.
3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

NOTES:

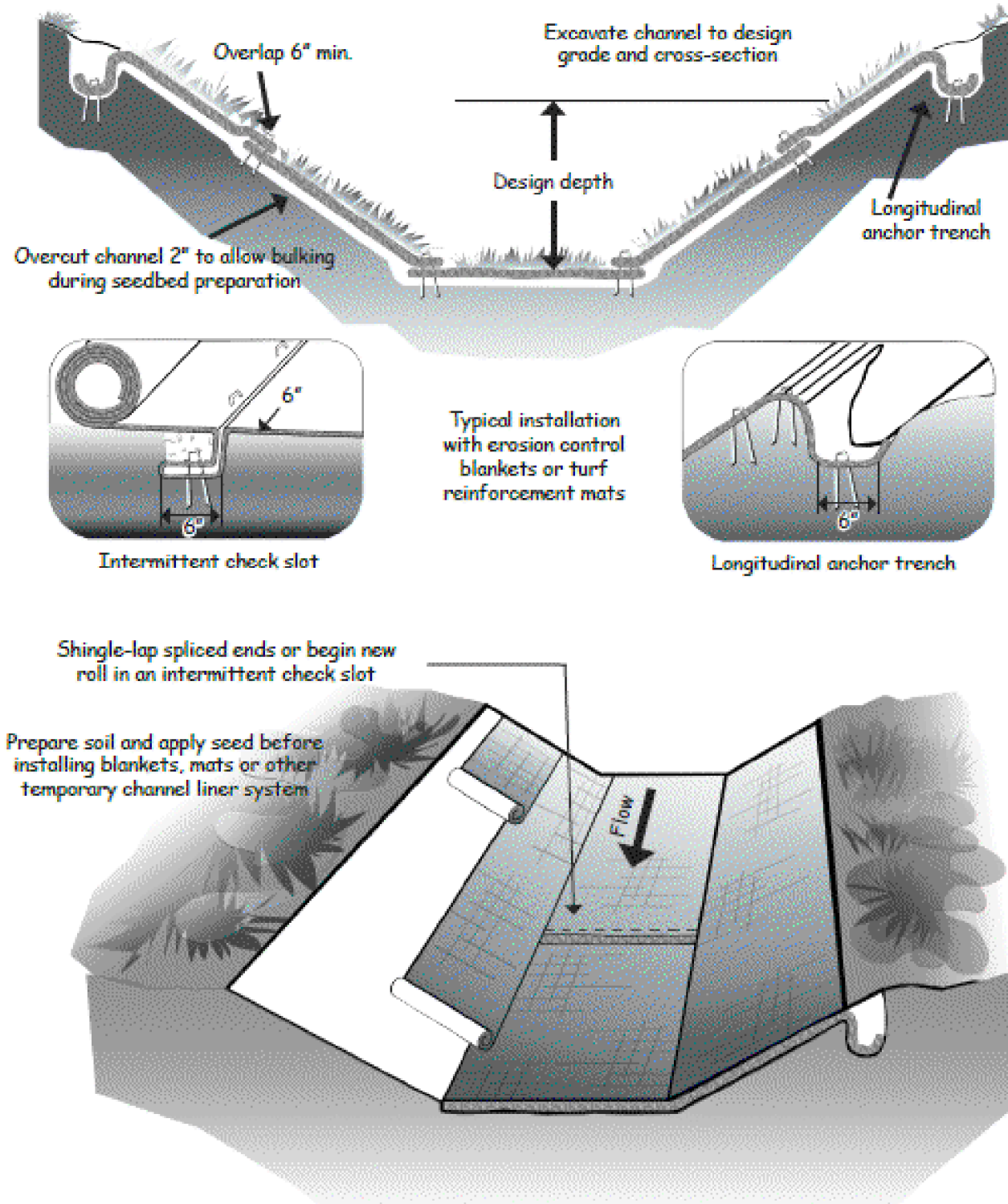
1. ACTUAL LOCATION DETERMINED IN FIELD
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.
3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

PRELIMINARY DESIGN
NOT FOR CONSTRUCTION



MUD MAT DETAIL

TEMPORARY LINERS (RECP'S)



NOTES:

1. Design velocities exceeding 2 ft/sec require temporary blankets, mats or similar liners to protect seed and soil until vegetation becomes established.
2. Grass-lined channels with design velocities exceeding 6 ft/sec should include turf reinforcement mats

Table 6.17b

Permissible Shear Stress, τ_c , of Various RECP's

Category	Product Type	Max. Permissible Shear Stress (lb/ft ²)	Slopes* Up To
Degradable RECP's (Unvegetated)	Nets and Mulch	0.1 - 0.2	20:1
	Coir Mesh	0.4 - 3.0	3:1
	Blanket - Single Net	1.55 - 2.0	2:1
	Blanket - Double Net	1.65 - 3.0	1:1
Nondegradable RECP's	Unvegetated TRM**	2 - 4	1:1
	Partially Vegetated TRM	4 - 6	>1:1
	Fully Vegetated	5 - 10	>1:1

* Steeper slope limits may apply. For further information, contact the manufacturer.

** Turf Reinforcement Mat.

PLANS PREPARED BY:

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PRELIMINARY PLANS

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SEAL

REVISIONS

DATE

FUQUAY-VARINA
north carolina

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

EROSION CONTROL DETAILS

KHA PROJECT:

012622018

DATE:

1/31/2024

FINAL PLANS

ERO-13

SPECIFICATION

- ## MATERIAL AND WORKMANSHIP

- ### DESIGN DATA

- ## FOUNDATIONS

- ## WATER ELEVATIONS

- ## TIMBER BOARDWALK

- ## APPROACH RAILINGS

- ## STRUCTURAL TIMBER AND LUMBER

- BOARDWALK FOUNDATIONS

BOARDWALK LOOKOUT FOUNDATIONS

CONSTRUCTION

- | TOTAL BILL OF MATERIALS | |
|--------------------------|-------------------------------|
| | TIMBER BOARDWALK ₁ |
| | LUMP SUM |
| TIMBER BOARDWALK | LUMP SUM |
| TIMBER BOARDWALK LOOKOUT | LUMP SUM |

- PLANS PREPARED BY:**

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FUQUAY-VARINA
north carolina

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

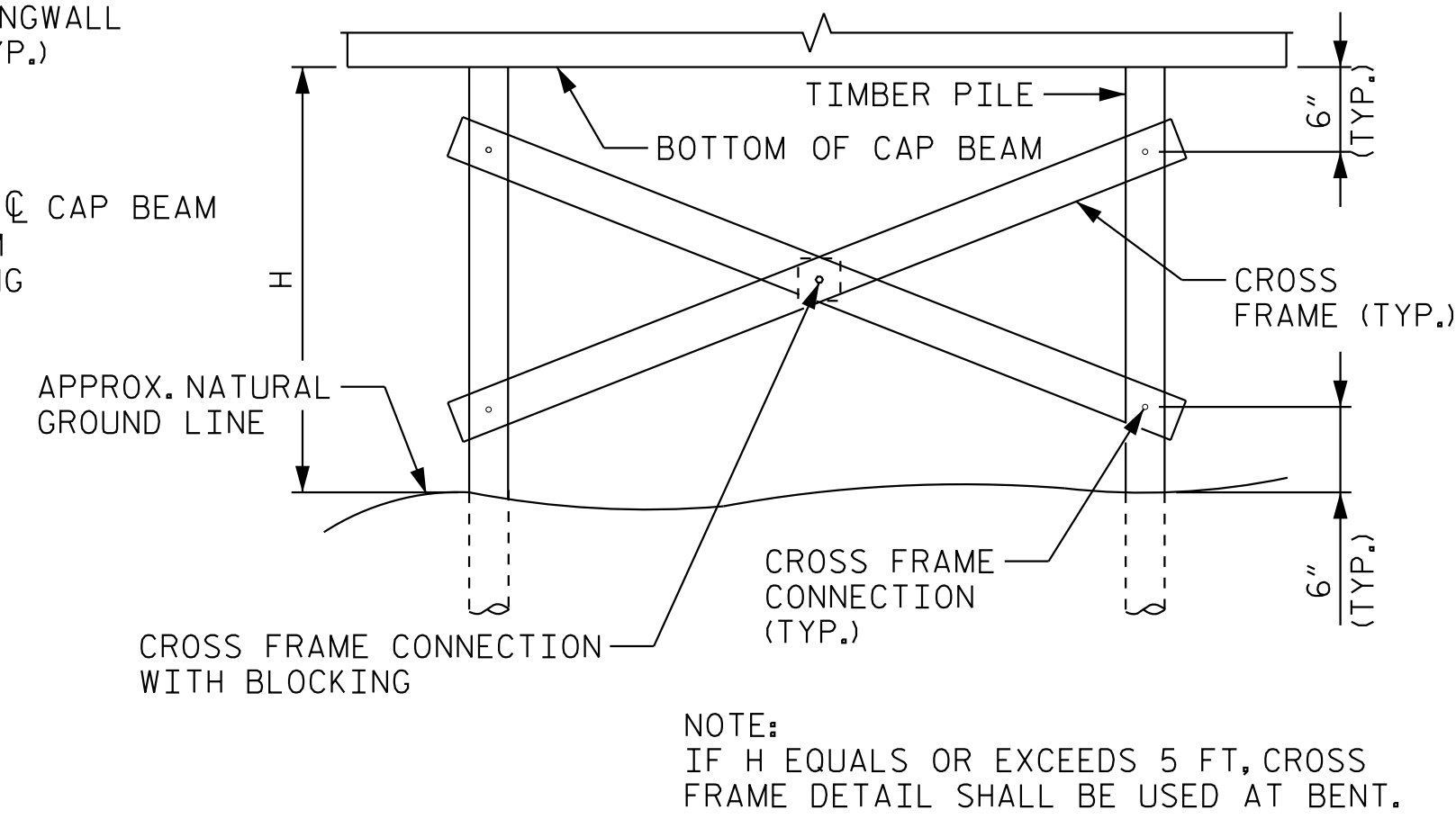
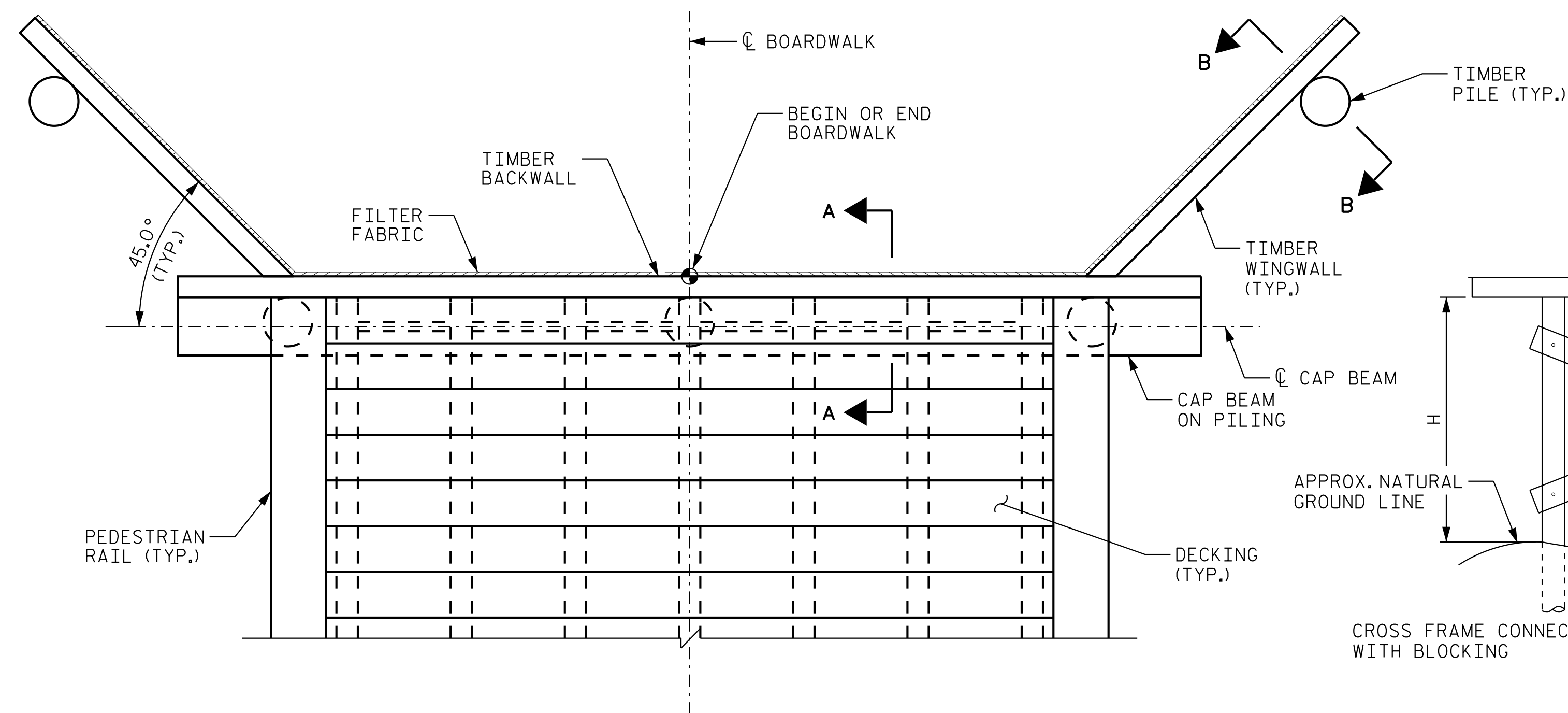
GENERAL NOTES

KHA PROJECT:
012622018

DATE: **1/31/2024**

90% PLANS

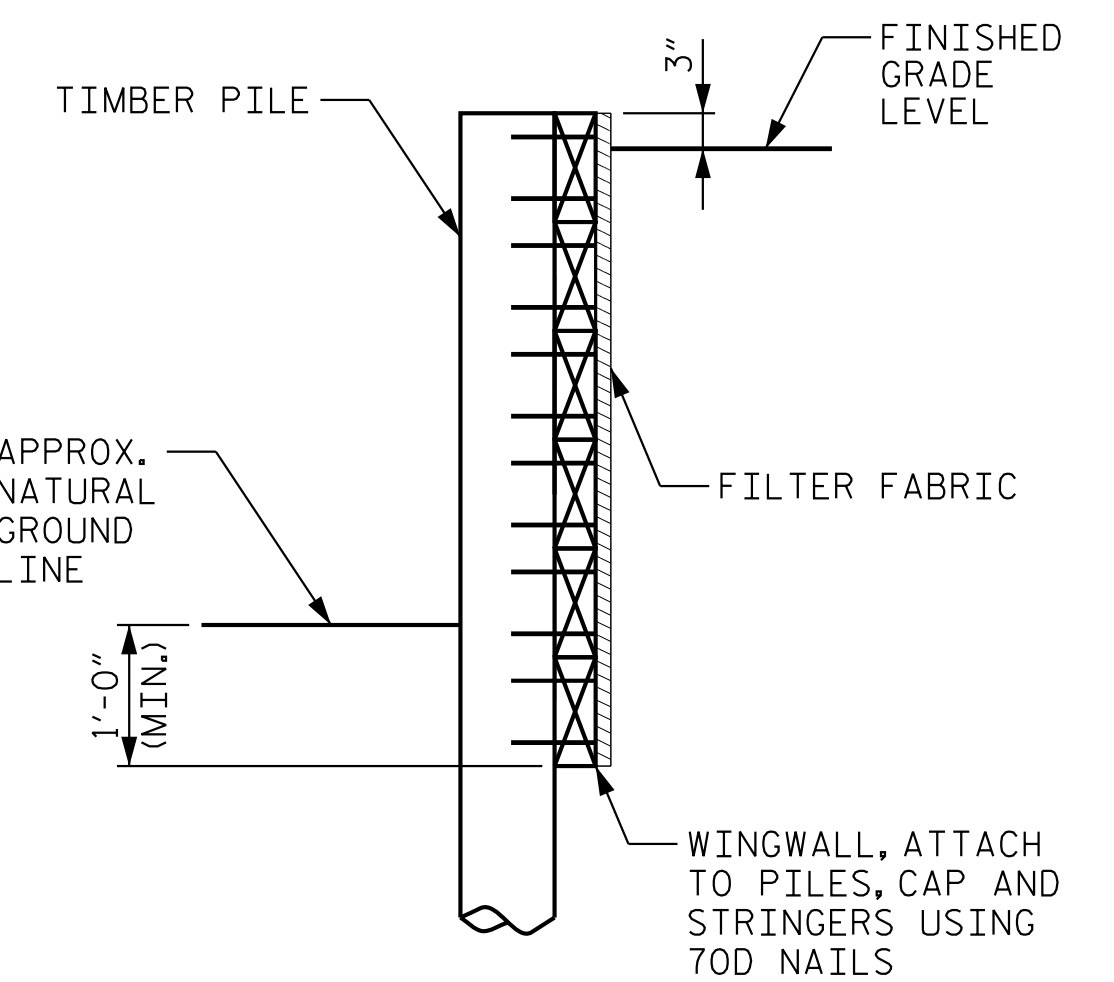
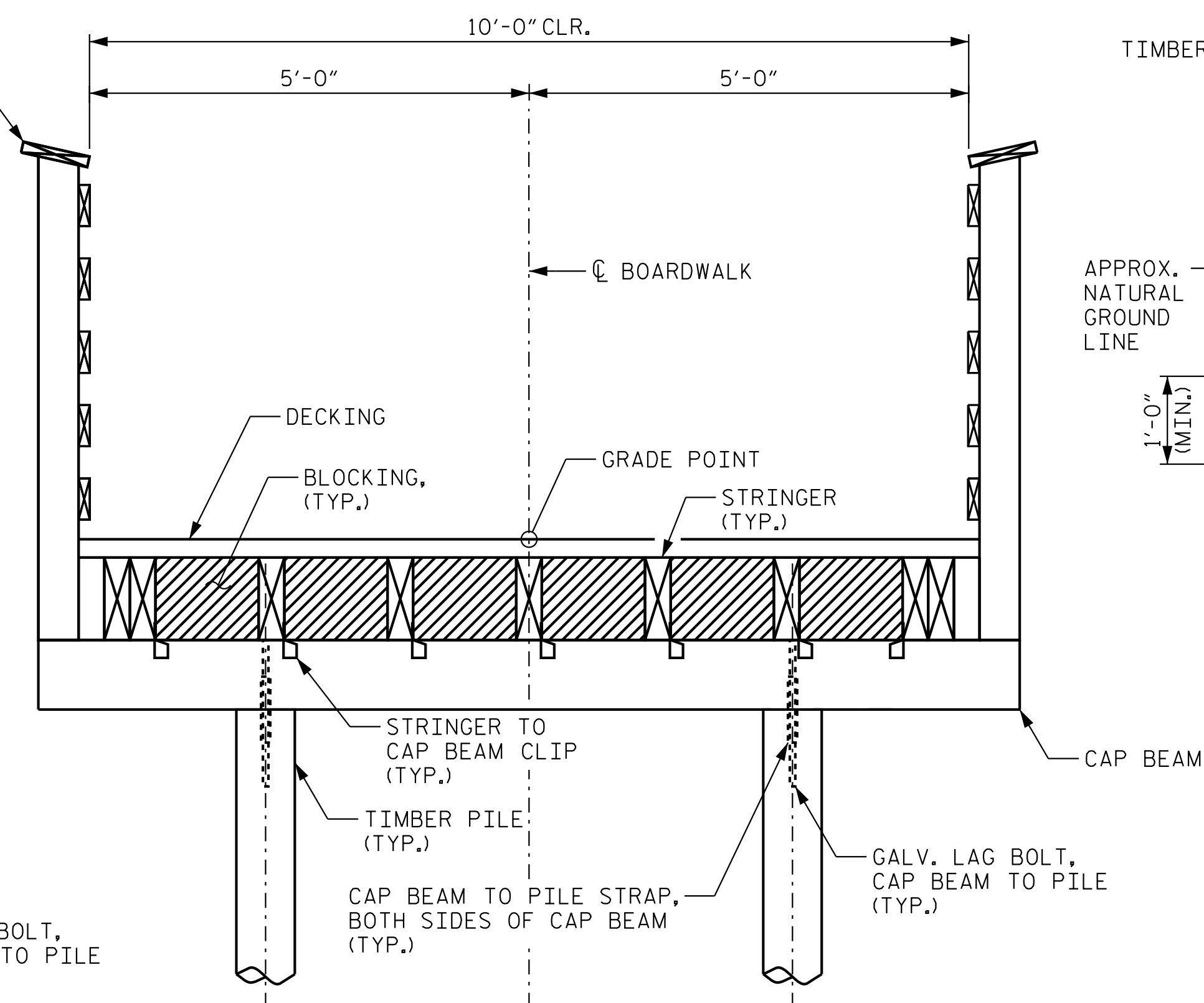
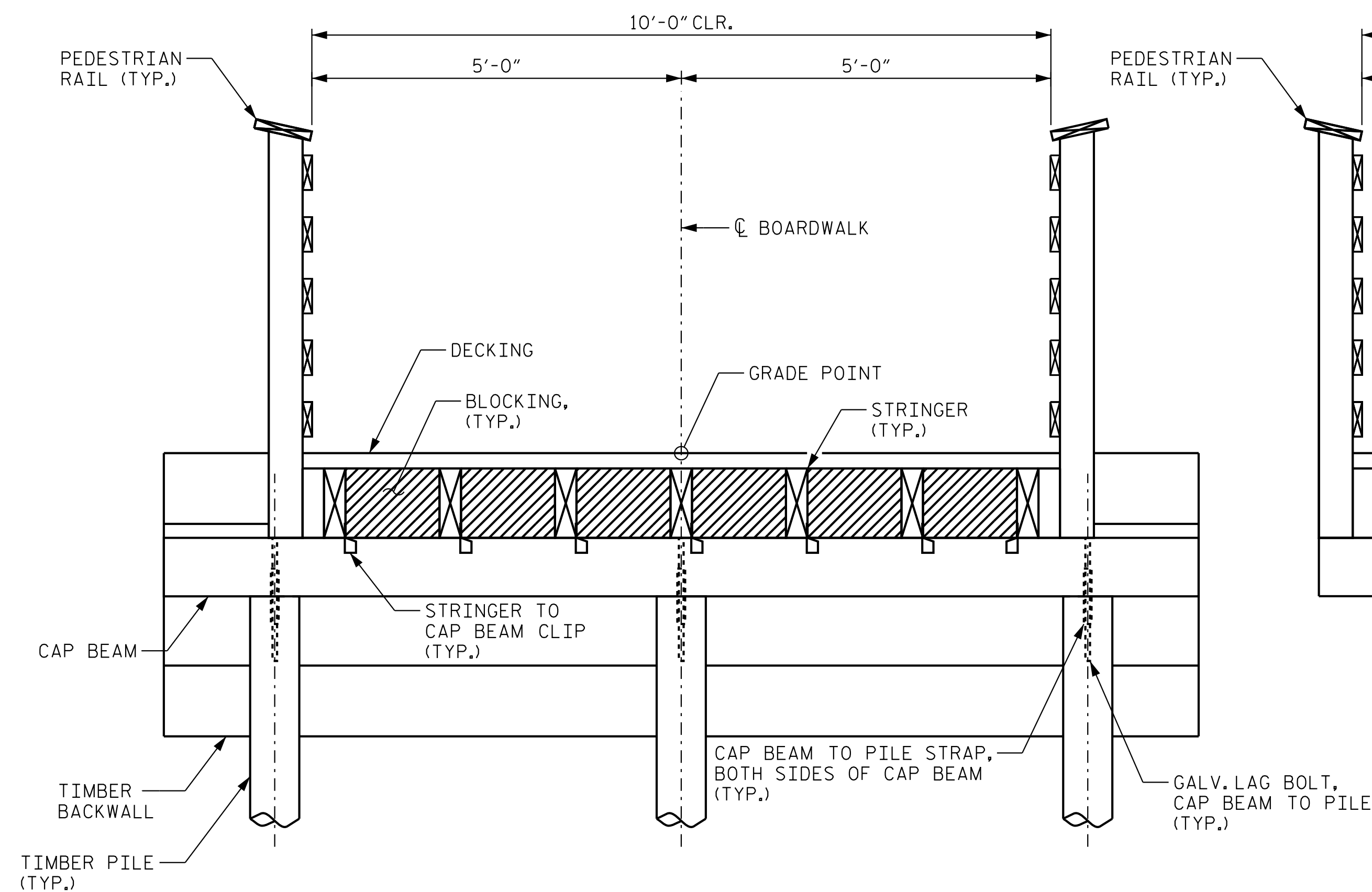
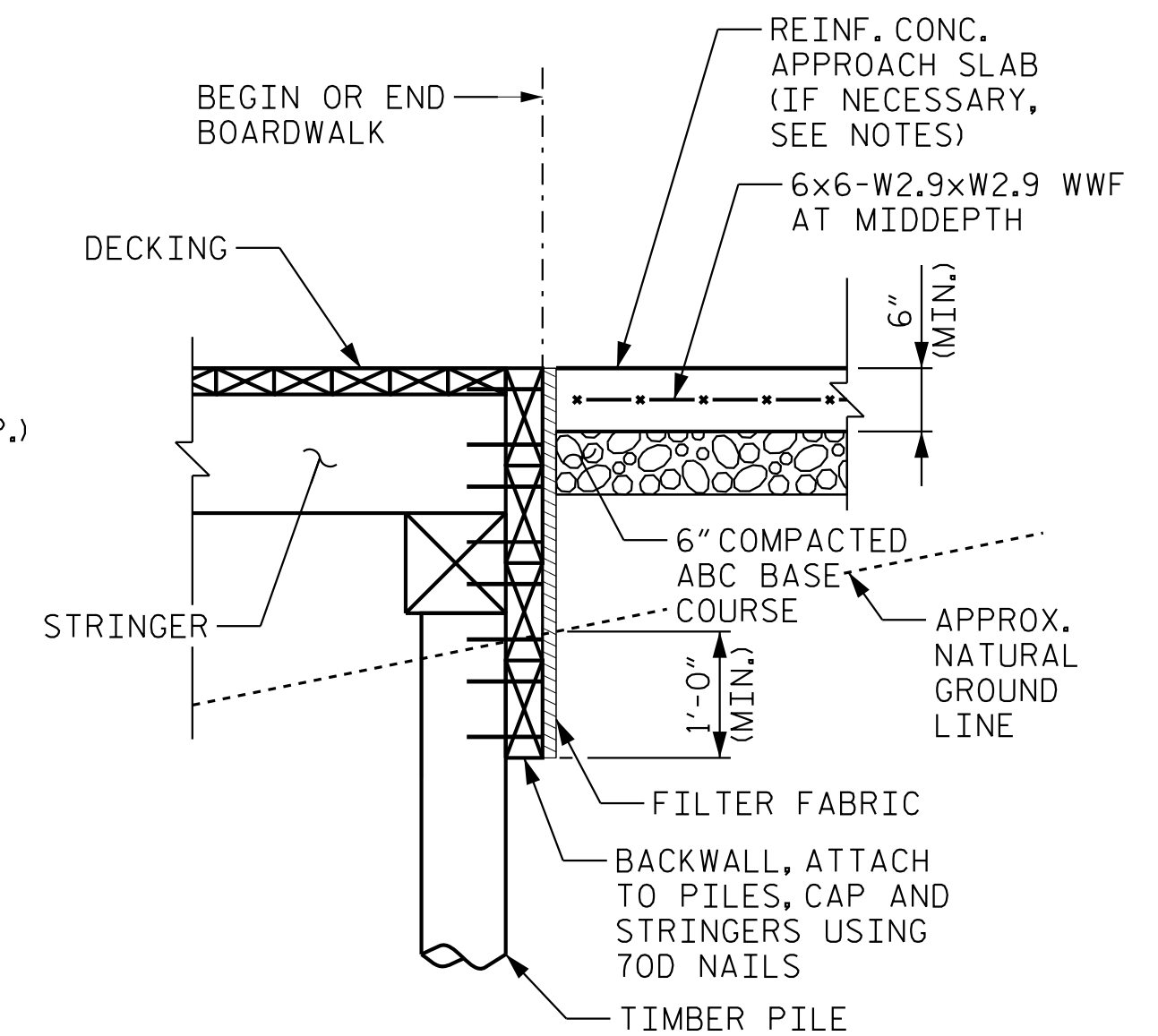
S-1



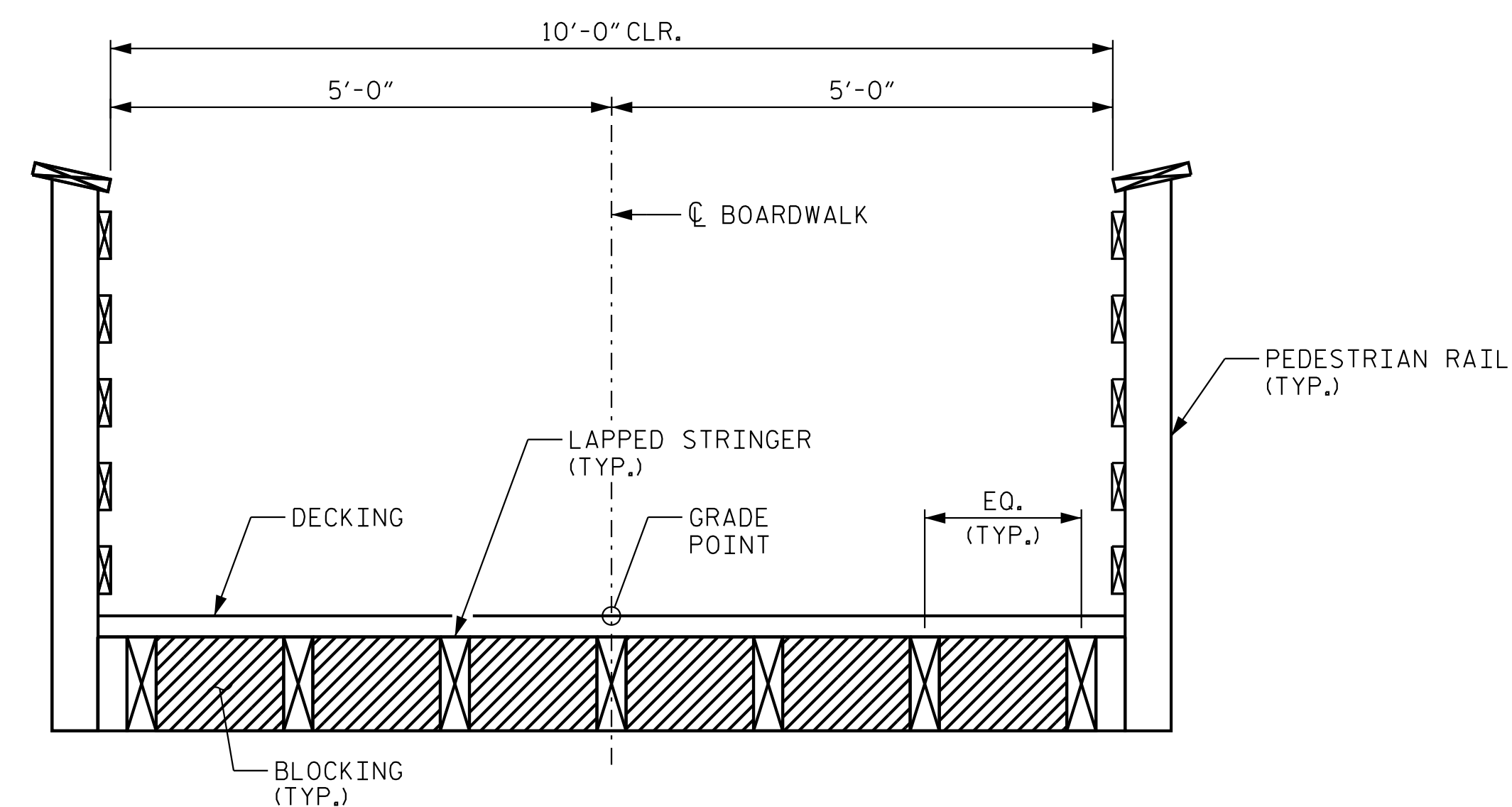
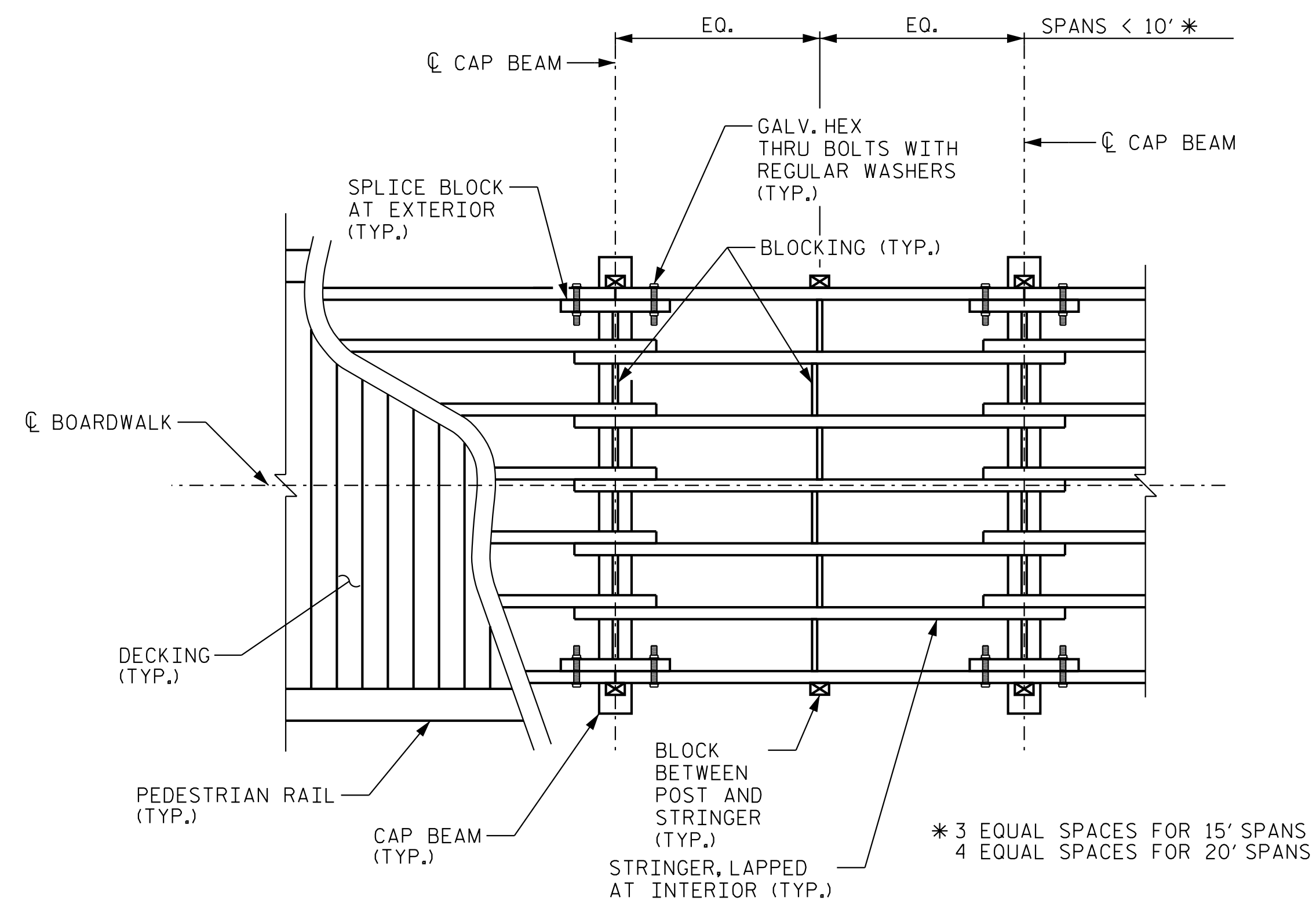
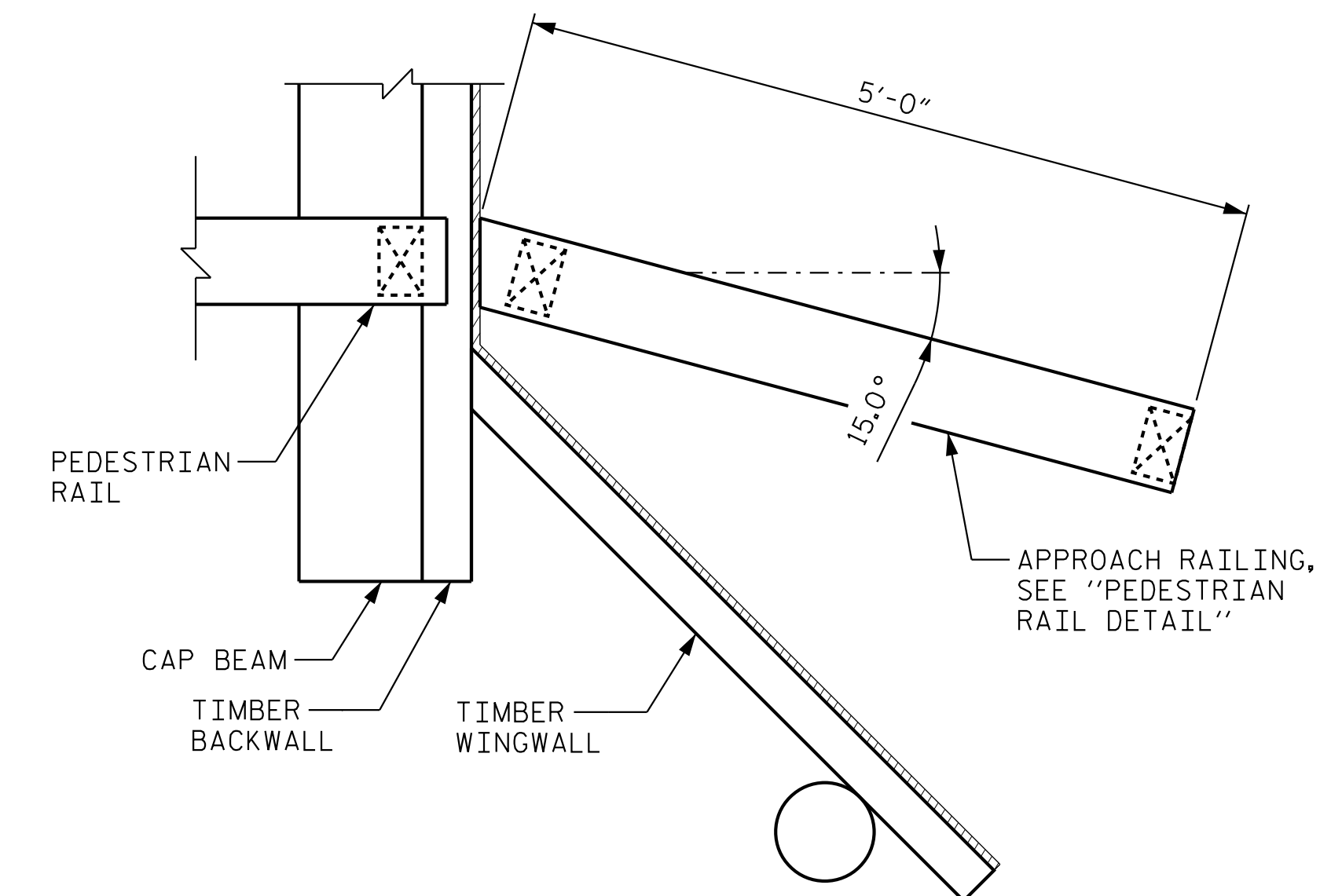
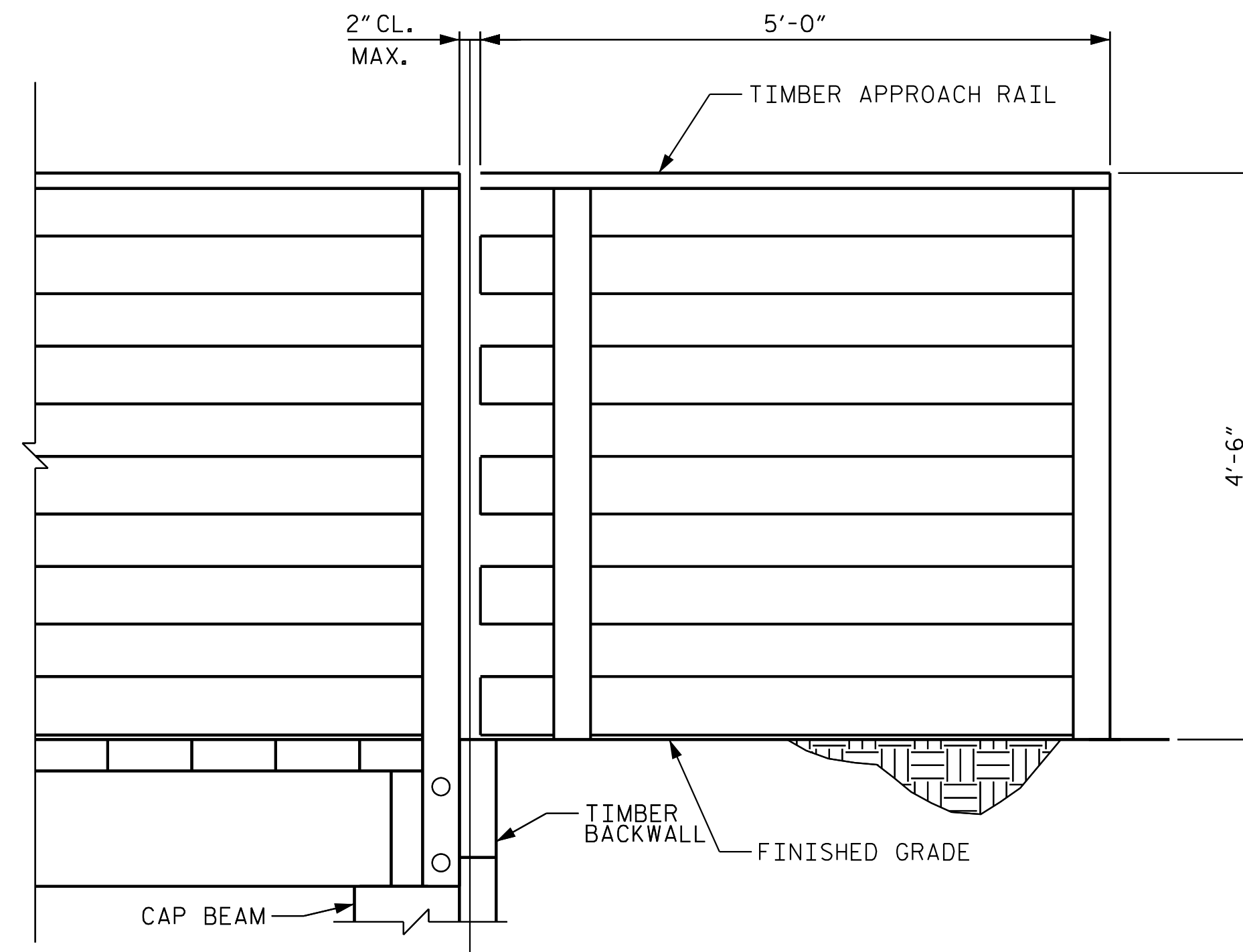
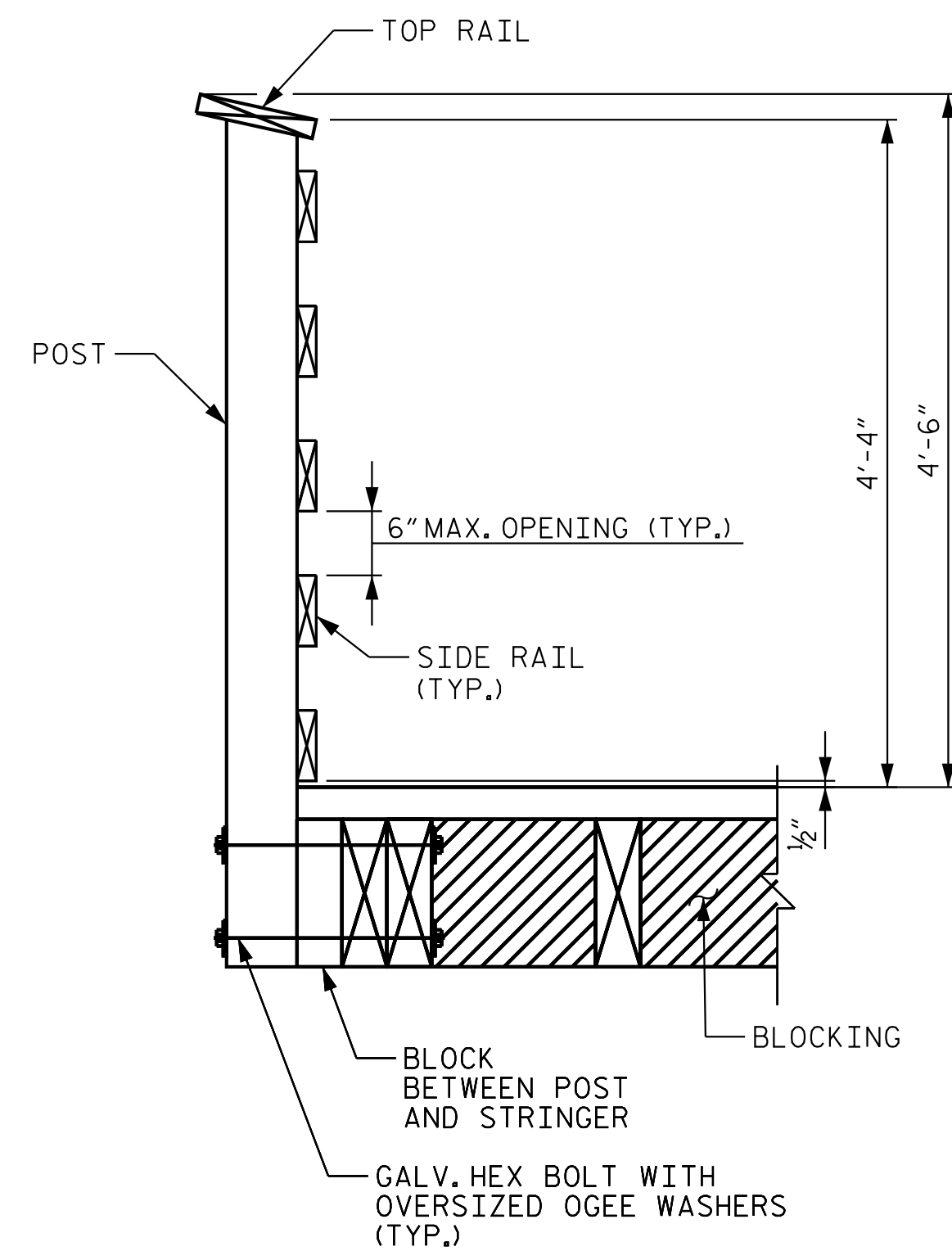
NOTES

APPROACH SLAB REQUIRED IF BOARDWALK IS TRANSITIONING TO ASPHALT PAVEMENT. WHEN NEW APPROACH SLAB IS REQUIRED, IT SHALL BE 10'x10' AND CONSTRUCTED PER "SECTION A-A".

NUMBER OF TIMBER PILES SHOWN AT END BENTS AND BENTS IS FOR DESIGN INTENT ONLY. ACTUAL NUMBER OF TIMBER PILES AND TIMBER PILE BATTER REQUIRED AT END BENTS AND BENTS SHALL BE DETERMINED BY THE CONTRACTOR'S ENGINEER.



NOTE: WINGWALL NOT SHOWN FOR CLARITY



NOTES

ALL FENCE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 1050 OF THE NCDOT STANDARD SPECIFICATIONS. GALVANIZE ALL STEEL PARTS AND HARDWARE IN ACCORDANCE WITH ARTICLE 1079 OF THE NCDOT STANDARD SPECIFICATIONS.

ALL CHAIN LINK FENCE FABRIC, POSTS, RAILS FITTING HARDWARE AND ACCESSORIES SHALL BE BLACK VINYL COATED IN ACCORDANCE WITH ARTICLE 1050 OF THE NCDOT STANDARD SPECIFICATIONS.

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PRELIMINARY PLANS
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PLANS PREPARED FOR:

FUQUAY-VARINA
north carolina

TOWN OF FUQUAY-VARINA

PROJECT:

IIP: BL-00092
ALSTON RIDGE GREENWAY

FILE:

BOARDWALK DETAILS

CHA PROJECT:
012622018

DATE: 1/31/2024

90% PLANS

S-3

STANDARD NOTES

DESIGN DATA:

SPECIFICATIONS	- - - - -	A.A.S.H.T.O. (CURRENT)
LIVE LOAD	- - - - -	SEE PLANS
IMPACT ALLOWANCE	- - - - -	SEE A.A.S.H.T.O.
STRESS IN EXTREME FIBER OF STRUCTURAL STEEL - AASHTO M270 GRADE 36	- -	20,000 LBS. PER SQ. IN.
- AASHTO M270 GRADE 50W	- -	27,000 LBS. PER SQ. IN.
- AASHTO M270 GRADE 50	- -	27,000 LBS. PER SQ. IN.
REINFORCING STEEL IN TENSION - GRADE 60	- - -	24,000 LBS. PER SQ. IN.
CONCRETE IN COMPRESSION	- - - - -	1,200 LBS. PER SQ. IN.
CONCRETE IN SHEAR	- - - - -	SEE A.A.S.H.T.O.
STRUCTURAL TIMBER - TREATED OR UNTREATED EXTREME FIBER STRESS	- - -	1,800 LBS. PER SQ. IN.
COMPRESSION PERPENDICULAR TO GRAIN OF TIMBER	- - - -	375 LBS. PER SQ. IN.
EQUIVALENT FLUID PRESSURE OF EARTH	- - - -	30 LBS. PER CU. FT. (MINIMUM)

MATERIAL AND WORKMANSHIP:

EXCEPT AS MAY OTHERWISE BE SPECIFIED ON PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2024 "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" OF THE N. C. DEPARTMENT OF TRANSPORTATION.

STEEL SHEET PILING FOR PERMANENT OR TEMPORARY APPLICATIONS SHALL BE HOT ROLLED.

CONCRETE:

UNLESS OTHERWISE REQUIRED ON PLANS, CLASS A CONCRETE SHALL BE USED FOR ALL PORTIONS OF ALL STRUCTURES WITH THE EXCEPTION THAT: CLASS AA CONCRETE SHALL BE USED IN BRIDGE SUPERSTRUCTURES, ABUTMENT BACKWALLS, AND APPROACH SLABS; AND CLASS B CONCRETE SHALL BE USED FOR SLOPE PROTECTION AND RIP RAP.

CONCRETE CHAMFERS:

UNLESS OTHERWISE NOTED ON THE PLANS, ALL EXPOSED CORNERS ON STRUCTURES SHALL BE CHAMFERED 3/4" WITH THE FOLLOWING EXCEPTIONS: TOP CORNERS OF CURBS MAY BE ROUNDED TO 1 1/2" RADIUS WHICH IS BUILT INTO CURB FORMS; CORNERS OF TRANSVERSE FLOOR EXPANSION JOINTS SHALL BE ROUNDED WITH A 1/4" FINISHING TOOL UNLESS OTHERWISE REQUIRED ON PLANS; AND CORNERS OF EXPANSION JOINTS IN THE ROADWAY FACES AND TOPS OF CURBS AND SIDEWALKS SHALL BE ROUNDED TO A 1/4" RADIUS WITH A FINISHING STONE OR TOOL UNLESS OTHERWISE REQUIRED ON PLANS.

DOWELS:

DOWELS WHEN INDICATED ON PLANS AS FOR CULVERT EXTENSIONS, SHALL BE EMBEDDED AT LEAST 12" INTO THE OLD CONCRETE AND GROUTED INTO PLACE WITH 1:2 CEMENT MORTAR.

ALLOWANCE FOR DEAD LOAD DEFLECTION, SETTLEMENT, ETC. IN CASTING SUPERSTRUCTURES:

BRIDGES SHALL BE BUILT ON THE GRADE OR VERTICAL CURVE SHOWN ON PLANS. SLABS, CURBS AND PARAPETS SHALL CONFORM TO THE GRADE OR CURVE.

ALL DIMENSIONS WHICH ARE GIVEN IN SECTION AND ARE AFFECTED BY DEAD LOAD DEFLECTIONS ARE DIMENSIONS AT CENTER LINE OF BEARING UNLESS OTHERWISE NOTED ON PLANS. IN SETTING FORMS FOR STEEL BEAM BRIDGES AND PRESTRESSED CONCRETE GIRDER BRIDGES, ADJUSTMENTS SHALL BE MADE DUE TO THE DEAD LOAD DEFLECTIONS FOR THE ELEVATIONS SHOWN. WHERE BLOCKS ARE SHOWN OVER BEAMS FOR BUILDING UP TO THE SLAB, THE VERTICAL DIMENSIONS OF THE BLOCKS SHALL BE ADJUSTED BETWEEN BEARINGS TO COMPENSATE FOR DEAD LOAD DEFLECTIONS, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER. WHERE BOTTOM OF SLAB IS IN LINE WITH BOTTOM OF TOP FLANGES, DEPTH OF SLAB BETWEEN BEARINGS SHALL BE ADJUSTED TO COMPENSATE FOR DEAD LOAD DEFLECTION, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER.

IN SETTING FALSEWORK AND FORMS FOR REINFORCED CONCRETE SPANS, AN ALLOWANCE SHALL BE MADE FOR DEAD LOAD DEFLECTIONS, SETTLEMENT OF FALSEWORK, AND PERMANENT CAMBER WHICH SHALL BE PROVIDED FOR IN ADDITION TO THE ELEVATIONS SHOWN. AFTER REMOVAL OF THE FALSEWORK, THE FINISHED STRUCTURES SHALL CONFORM TO THE PROFILE AND ELEVATIONS SHOWN ON THE PLANS AND CONSTRUCTION ELEVATIONS FURNISHED BY THE ENGINEER.

DETAILED DRAWINGS FOR FALSEWORK OR FORMS FOR BRIDGE SUPERSTRUCTURE AND ANY STRUCTURE OR PARTS OF A STRUCTURE AS NOTED ON THE PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE CONSTRUCTION OF THE FALSEWORK OR FORMS IS STARTED.

REINFORCING STEEL:

ALL REINFORCING STEEL SHALL BE DEFORMED. DIMENSIONS RELATIVE TO PLACEMENT OF REINFORCING ARE TO CENTERS OF BARS UNLESS OTHERWISE INDICATED IN THE PLANS. DIMENSIONS ON BAR DETAILS ARE TO CENTERS OF BARS OR ARE OUT TO OUT AS INDICATED ON PLANS.

WIRE BAR SUPPORTS SHALL BE PROVIDED FOR REINFORCING STEEL WHERE INDICATED ON THE PLANS. WHEN BAR SUPPORT PIECES ARE PLACED IN CONTINUOUS LINES, THEY SHALL BE SO PLACED THAT THE ENDS OF THE SUPPORTING WIRES SHALL BE LAPPED TO LOCK LEGS ON ADJOINING PIECES.

STRUCTURAL STEEL:

AT THE CONTRACTOR'S OPTION, HE MAY SUBSTITUTE 7/8" Ø SHEAR STUDS FOR THE 3/4" Ø STUDS SPECIFIED ON THE PLANS. THIS SUBSTITUTION SHALL BE MADE AT THE RATE OF 3 - 7/8" Ø STUDS FOR 4 - 3/4" Ø STUDS, AND STUD SPACING CHANGES SHALL BE MADE AS NECESSARY TO PROVIDE THE SAME EQUIVALENT NUMBER OF 7/8" Ø STUDS ALONG THE BEAM AS SHOWN FOR 3/4" Ø STUDS BASED ON THE RATIO OF 3 - 7/8" Ø STUDS FOR 4 - 3/4" Ø STUDS. STUDS OF THE LENGTH SPECIFIED ON THE PLANS MUST BE PROVIDED. THE MAXIMUM SPACING SHALL BE 2'-0".

EXCEPT AT THE INTERIOR SUPPORTS OF CONTINUOUS BEAMS WHERE THE COVER PLATE IS IN CONTACT WITH BEARING PLATE, THE CONTRACTOR MAY, AT HIS OPTION, SUBSTITUTE FOR THE COVER PLATES DESIGNATED ON THE PLANS COVER PLATES OF THE EQUIVALENT AREA PROVIDED THESE PLATES ARE AT LEAST 5/16" IN THICKNESS AND DO NOT EXCEED A WIDTH EQUAL TO THE FLANGE WIDTH LESS 2" OR A THICKNESS EQUAL TO 2 TIMES THE FLANGE THICKNESS. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ANSI/AASHTO/AWS "BRIDGE WELDING CODE". ELECTROSLAG WELDING WILL NOT BE PERMITTED.

WITH THE SOLE EXCEPTION OF EDGES AT SURFACES WHICH BEAR ON OTHER SURFACES, ALL SHARP EDGES AND ENDS OF SHAPES AND PLATES SHALL BE SLIGHTLY ROUNDED BY SUITABLE MEANS TO A RADIUS OF APPROXIMATELY 1/16" INCH OR EQUIVALENT FLAT SURFACE AT A SUITABLE ANGLE PRIOR TO PAINTING, GALVANIZING, OR METALLIZING.

HANDRAILS AND POSTS:

METAL STANDARDS AND FACES OF THE CONCRETE END POSTS FOR THE METAL RAIL SHALL BE SET NORMAL TO THE GRADE OF THE CURB, UNLESS OTHERWISE SHOWN ON PLANS. THE METAL RAIL AND TOPS OF CONCRETE POSTS USED WITH THE ALUMINUM RAIL SHALL BE BUILT PARALLEL TO THE GRADE OF THE CURB.

METAL HANDRAILS SHALL BE IN ACCORDANCE WITH THE PLANS. RAILS SHALL BE AS MANUFACTURED FOR BRIDGE RAILING. CASTINGS SHALL BE OF A UNIFORM APPEARANCE. FINIS AND OTHER DEFORMATIONS RESULTING FROM CASTING OR OTHERWISE SHALL BE REMOVED IN A MANNER SO THAT A UNIFORM COLORING OF THE COMPLETED CASTING SHALL BE OBTAINED. CASTINGS WITH DISCOLORATIONS OR OF NON-UNIFORM COLORING WILL NOT BE ACCEPTED. CERTIFIED MILL REPORTS ARE REQUIRED FOR METAL RAILS AND POSTS.

SPECIAL NOTES:

GENERALLY, IN CASE OF DISCREPANCY, THIS STANDARD SHEET OF NOTES SHALL GOVERN OVER THE SPECIFICATIONS, BUT THE REMAINDER OF THE PLANS SHALL GOVERN OVER NOTES HEREON, AND SPECIAL PROVISIONS SHALL GOVERN OVER ALL. SEE SPECIFICATIONS ARTICLE 105-4.

K:\PAL_Roadway\012622018.A - Alston Ridge Greenway\Plan\Cross-Sections\Alston_xpl_Index.dgn 1/31/2024

ALSTON RIDGE GREENWAY
CROSS SECTION INDEX

-L- (ALSTON RIDGE GREENWAY)
-Y1- (BOARDWALK LOOKOUT)

X-2 THRU X-6
X-7

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NO.	DATE

PLANS PREPARED FOR:

**FUQUAY-VARINA**
newly created
TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

CROSS SECTIONS
INDEX OF SHEETS

KHA PROJECT:

012622018

DATE:

1/31/2024

FINAL PLANS

X-1

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1/31/2024

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PLANS PREPARED FOR:

**FUJAY-VARINA**
PLANNING CONSULTANTS
TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

CROSS SECTION SHEETS

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FINAL PLANS

X-2

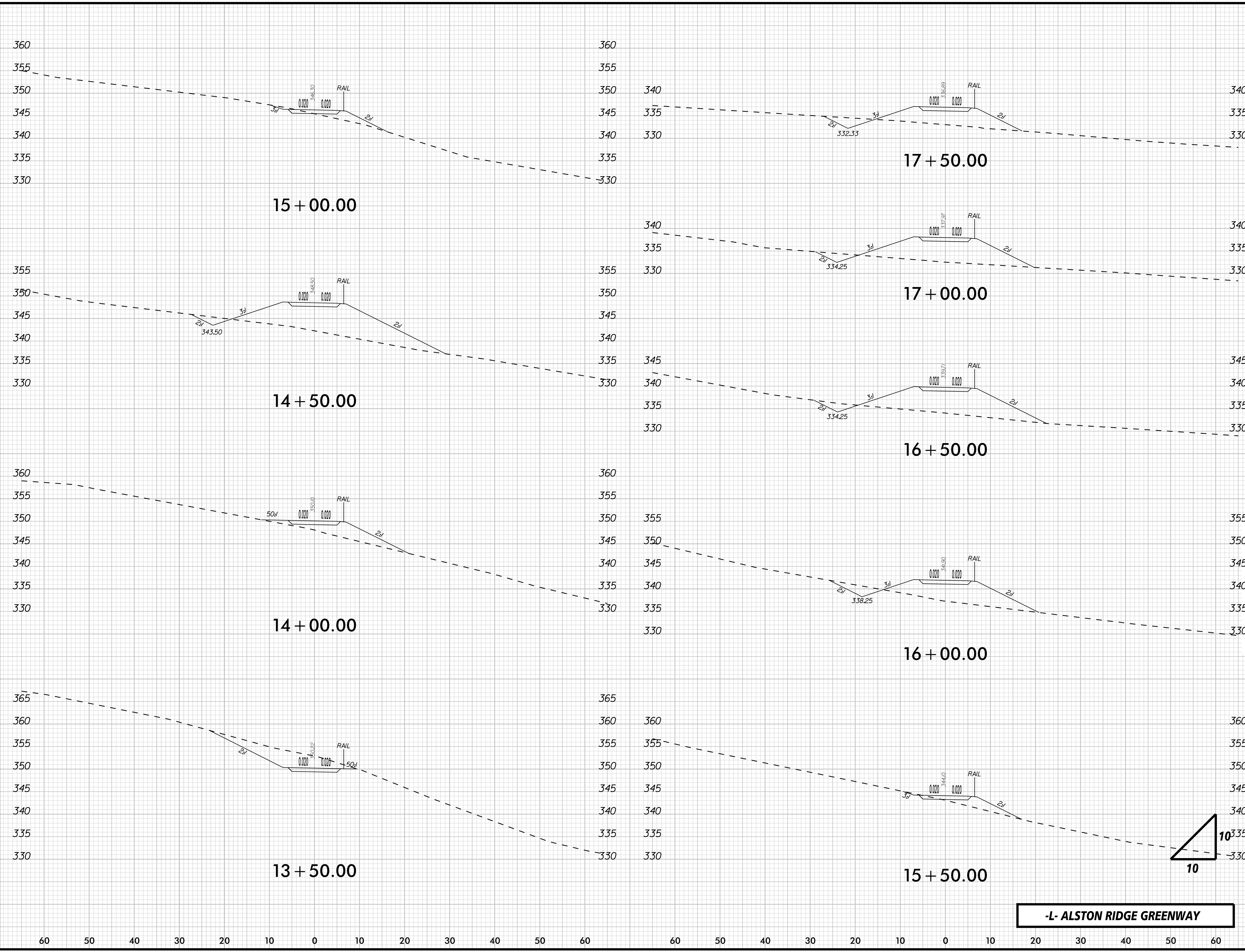
The figure displays four cross-section sheets for the Alston Ridge Greenway project, arranged in a 2x2 grid. Each sheet shows a cross-section of the roadway with elevations on the vertical axis and stationing on the horizontal axis. The sheets are labeled with stationing ranges: 11+50.00, 13+00.00, 12+50.00, and 12+00.00. The cross-sections show the roadway profile, including the rail line, and the cross-slopes (50% and 2%). The elevations range from 325 to 370 feet. A scale bar at the bottom right indicates a vertical scale of 10 feet and a horizontal scale of 10 feet. The title '-L- ALSTON RIDGE GREENWAY' is centered at the bottom.

Sheet	Stationing Range	Elevation Range (ft)
11+50.00	11+50.00	330 - 360
13+00.00	13+00.00	330 - 370
12+50.00	12+50.00	325 - 370
12+00.00	12+00.00	325 - 370

Page 304 of 591

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1/31/2024



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NORTH CAROLINA

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

CROSS SECTION SHEETS

KHA PROJECT:

0126222018

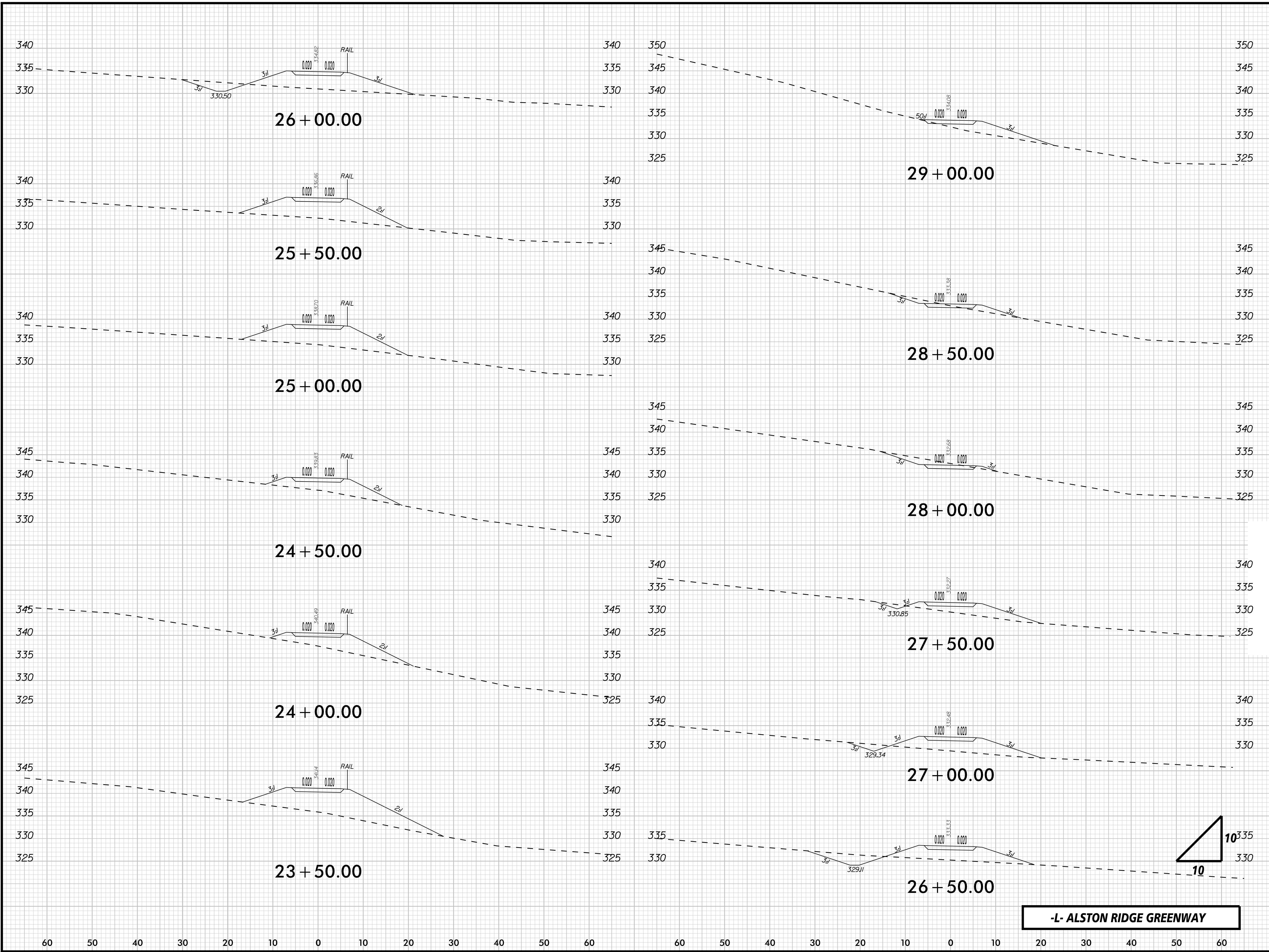
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1/31/2024

FINAL PLANS

X-3

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1/31/2024



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NORTH CAROLINA

TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

CROSS SECTION SHEETS

KHA PROJECT:

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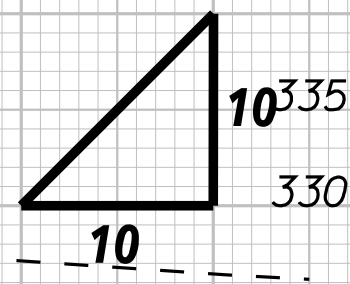
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FINAL PLANS

X-5

-L- ALSTON RIDGE GREENWAY



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PLANS PREPARED FOR:



TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREEN

TITLE:

CROSS SECTION SHEETS

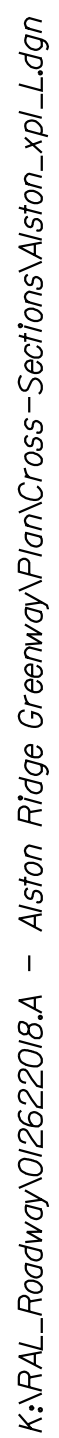
KHA PROJECT:
012622010

1/2024

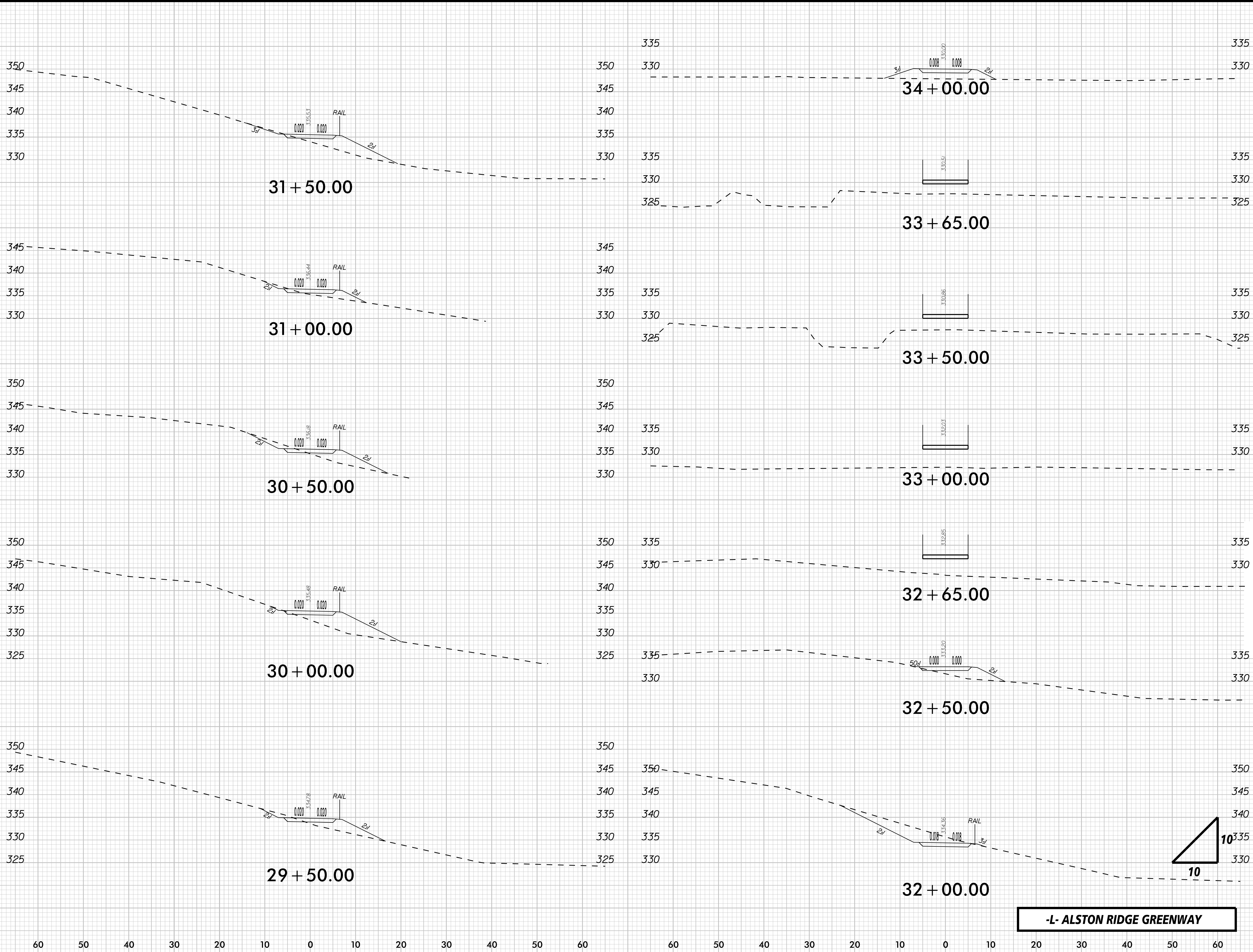
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FINAL PLANS

K-6



1/31/2024



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PLANS PREPARED FOR:



TOWN OF FUQUAY-VARINA

PROJECT:

TIP: BL-00092
ALSTON RIDGE GREENWAY

TITLE:

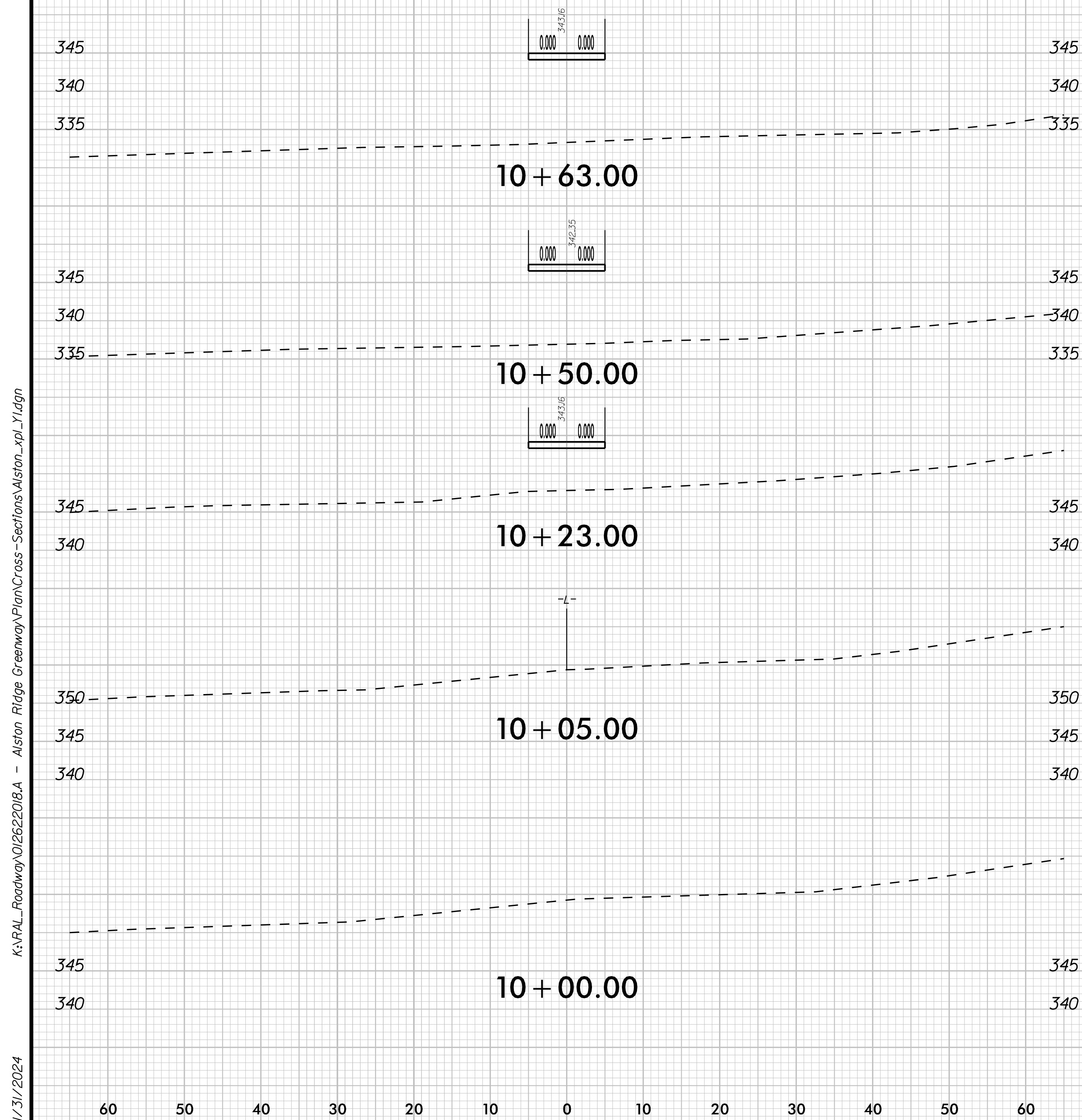
CROSS SECTION SHEETS

KHA PROJECT:
012622018

DATE: **1/31/2024**

FINAL PLANS

X-7



-Y1- BOARDWALK OVERLOOK



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Public Hearings

Title: Explora Discovery School Development Plan 23-DP-15 - Quasi-Judicial Public Hearing

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Brett Gosney, Development Services, Elliot Blonshine, Development Services

Action(s):

- Conduct Quasi-Judicial Public Hearing.
- Adopt or deny Resolution 24-22 to approve the proposed Development Plan.
- Approve Utility Allocation Request for Explora Discovery School 23-DP-15.

Explanation:

- A Development Plan has been submitted to convert a detached dwelling unit into a Child Care Center at 109 E Center St.
- The project is located on 0.58 acres within Downtown Holly Springs.
- The requested plan is consistent with adopted plans and ordinances and complies with minimum requirements specified in Town adopted land development plans, policies and ordinances.
- The project was submitted prior to the adoption of the Downtown Area Plan. The previous Village District Area Plan (VDAP) designated the property as "Mixed-Use," intended to provide for a wide range of Commercial, Business, and Higher Density Residential land uses up to 15 units per acre.
- The requested plan is generally consistent with the Comprehensive Plan as it allows for adaptive reuse of an existing structure, providing formal open space, utilizing an existing structure and utilizing on street parking.
- In addition, the Comp Plan states that historic preservation should be a priority within Downtown. The applicant is making efforts to maintain the historic appearance of the outside of the home (c. 1906 Haywood Alford House), however, internal elements have been changed which will eliminate the possibility for a Local Historic Landmark designation.
- A neighborhood meeting was held on October 18, 2023, with the following summary of concerns:
 - Safety of children crossing the street when being dropped off
 - Additional traffic that the daycare will bring to the area, with specific focus on Raleigh St.
 - Concerns regarding additional noise that could be brought with the daycare use
- Although, this project is not required to provide on-site parking, it is anticipated that there may be an adverse impact on the adjacent properties with respect to vehicular and pedestrian circulation during drop off and pick up times for the day care. The applicant has provided a draft agreement for a shared parking plan with the Masonic Lodge. The

applicant is also coordinating with neighboring developments to stagger drop off times with similar uses, however an official agreement has not been provided.

- Conditions of approval are included in Resolution 24-22. Of note: A deed of easement is required to be executed for public vehicular and public pedestrian access between the property owners at the time of plat.

Staff Recommendation: Approve

Planning Board Recommendation: Approve (9-0)

A summary of the Planning Board discussion is in the staff report.

Background:

- The parcel was zoned TV Town Village (Reassigned to DMX Downtown Mixed-Use) on October 15, 2002.

Funding Source(s):

N/A

Attachment(s):

1. 23DP15_109ECenterSt_StaffReportTC
2. 23DP15_109ECenterSt_HistoricReport
3. 23DP15_109ECenterSt_QJ_Resolution_FOF_COA
4. 23DP15_109ECenterSt_Application
5. 23DP15_109ECenterSt_Planset
6. 23DP15_109ECenterSt_DraftParkingAgreement



Project Type: Development Plan

Concurrent Applications:

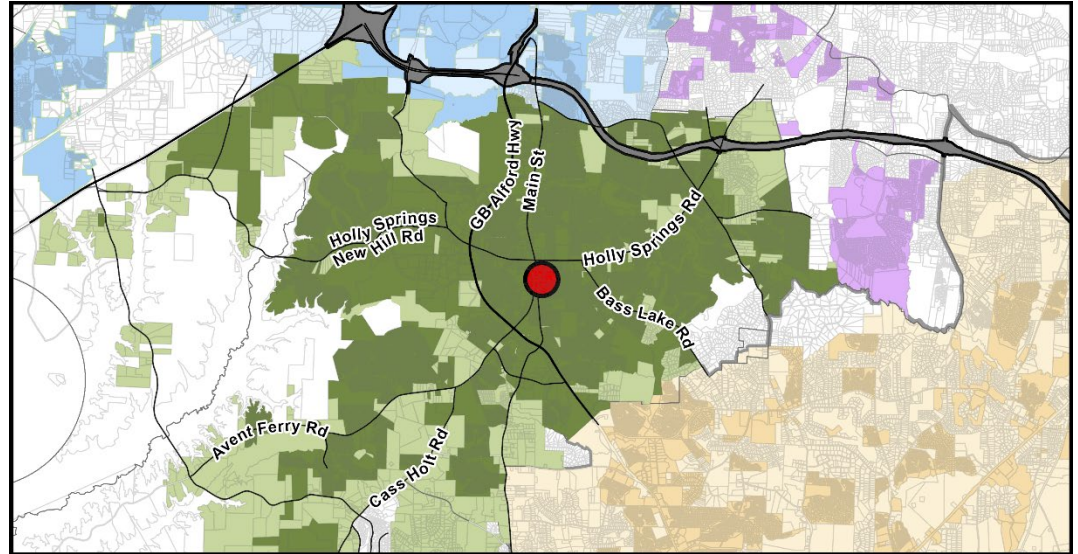
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:

Randy Miller / Thompson & Associates (See Petition)

Property Address: 109 E Center St.

Property Area: 0.58 ac.



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

Project Summary:

A Development Plan for a 3,047-sf existing home to be converted to Child Care Center at 109 E Center St.

Requested Action:

Quasi-Judicial Decision: The Town Council must hold a quasi-judicial hearing to collect facts and then make a decision based on the written and oral evidence presented and adopted town policies and procedures.

Table of Contents:

Case Summary	Page 2
Current Zoning Information	Page 3
Land Use & Character Information	Page 4
Transportation Information	Page 6
Parks, Recreation & Greenways Information	Page 8
Community Facilities Information	Page 9
Infrastructure & Utility Information	Page 10
Natural Resources Information	Page 12
Development Standards	Page 13
Decision-Making Information	Page 16



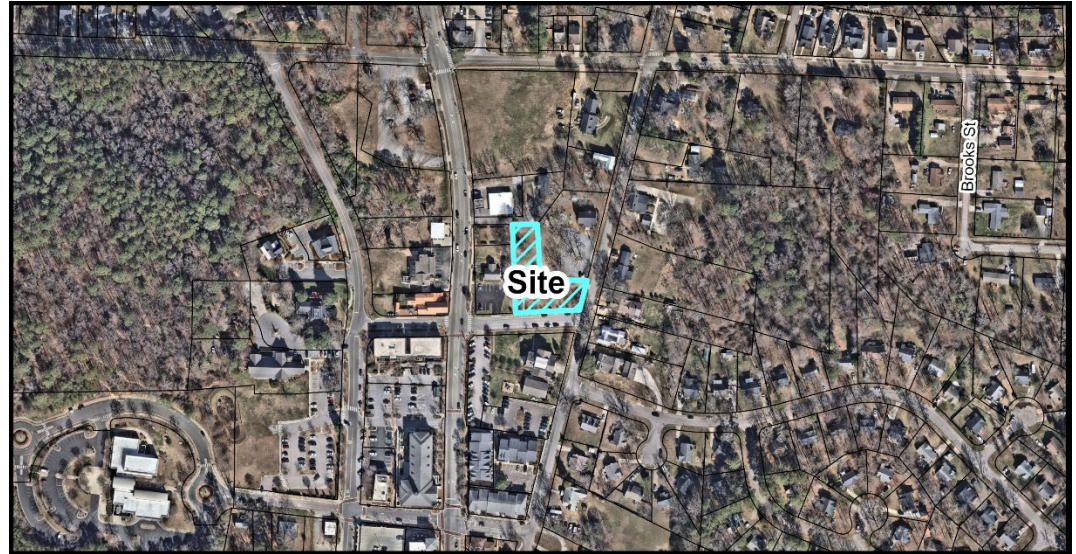
Case Summary

Current Zoning:

DMX Downtown Mixed-Use

☐ Conditional Zoning District**Current Major Subdivision Plan:**

None



Aerial Photograph

Growth Strategy Map:

Places to Transform

Small Area Plan Designation:

Downtown Area Plan

Future Land Use Plan Designation:

Downtown Village District

Staff Analysis:

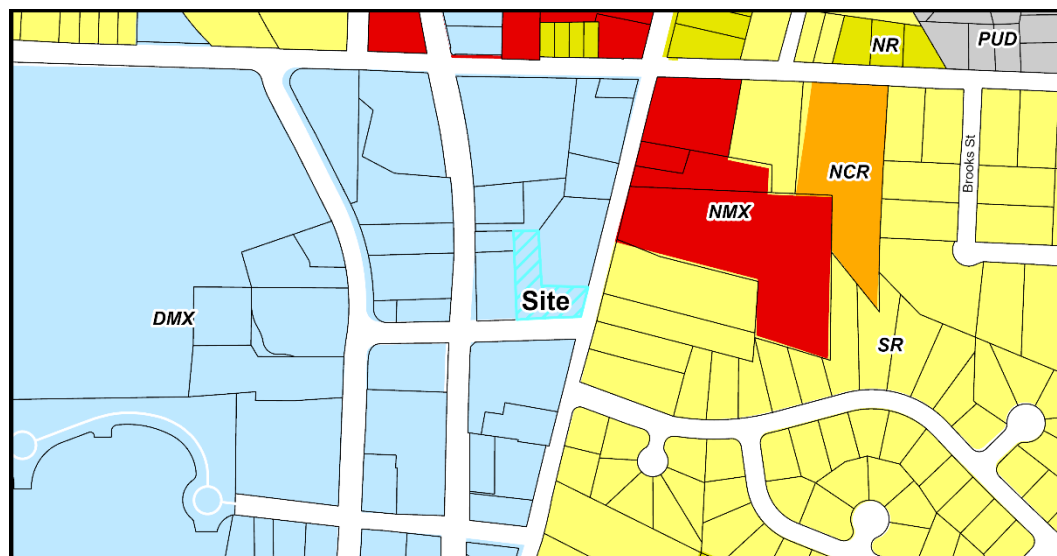
The requested Plan is: ☒ Consistent with Adopted Plans /Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The Development Plan complies with minimum requirements specified in Town adopted land development plans, policies, and ordinances.

Staff Recommendation: ☒ Approve ☐ Deny

**Current Zoning Information**

Parcel #	Zoning	Area
0649926140	DMX Downtown Mixed-Use	0.58 ac
Total Area		0.58 ac



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	DMX Downtown Mixed-Use	Single Family Dwelling
North	DMX Downtown Mixed-Use	Commercial Uses
South	DMX Downtown Mixed-Use	Religious Use
East	SR Suburban Residential	Single Family Dwellings
West	DMX Downtown Mixed-Use	Professional Offices

Parcel Rezoning History

Rezoning Number: 02-UDO-01

Original Zoning: unknown

Approved Zoning: TV Town Village (reassigned to DMX)

Approval Date: October 15, 2002

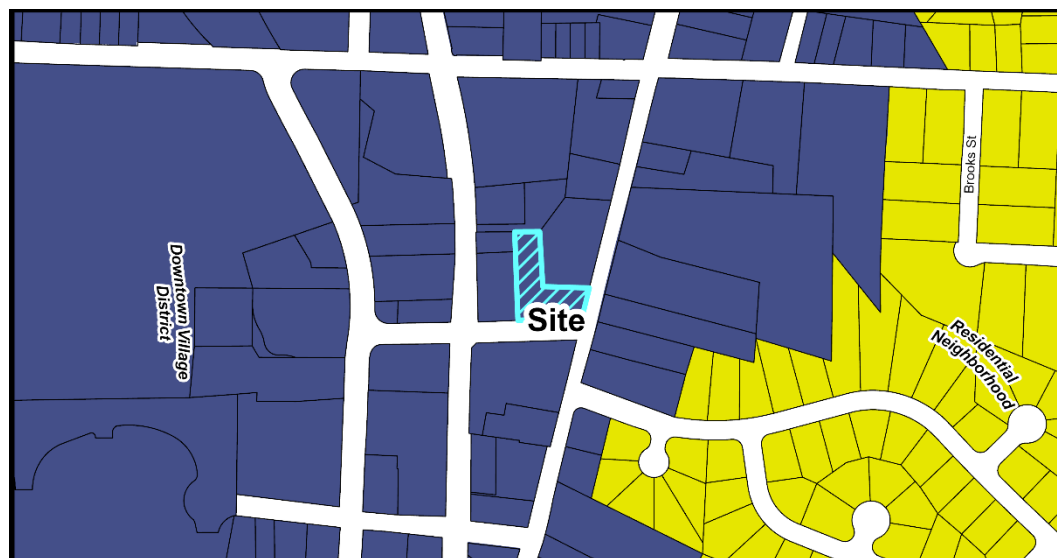


Land Use & Character Information

Growth Strategy Map: Places to Transform

Future Land Use: Downtown Village District

Small Area Plan: Downtown Area Plan
**Project was submitted under the previous Village District Area Plan*



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	Summary
☒ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☒ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☒ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)



Land Use & Character Information (cont.)

Growth Strategy Map: Places to Transform

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

Future Land Use: Downtown Village District

The Downtown Village District functions as a destination for residents and visitors to Holly Springs, and includes two activity centers: an iconic downtown core and a medical campus at the intersection of NC 55 and Avent Ferry Road; along with several vibrant neighborhoods surrounding the centers. The core area of the District supports a compact development pattern with a mix of land uses (horizontal and vertical), high-quality architecture, plazas and public spaces, and civic spaces that promote social interaction and celebrate the Holly Springs community. Uses and buildings are located on small blocks with streets designed to extend a grid network in both directions of N. Main Street. Buildings may stand two to five stories tall and include civic, retail, office, restaurant, or other entertainment uses with condominiums or apartments above storefronts. Non-franchise architecture is encouraged in the Downtown Village District as a way to maintain unique character, and historic preservation should be a priority. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies.

The medical campus in the Downtown Village District supports a seven-story community hospital, surrounding medical office buildings and surface parking lots. Uses and buildings on the campus are oriented interior to the site, and connected via an internal network of streets and walkways. The design, scale, character, and intensity of development in both the downtown core and the medical campus should be compatible with, and transition to, adjacent residential neighborhoods.

Residential neighborhoods in the Downtown Village District offer different choices for residents to live near and experience the two activity centers. Preserving the character of existing homes is a high priority in this area, though some existing large-lot neighborhoods may be subdivided or redeveloped to introduce more housing units (including single dwelling homes on small lots, townhomes, duplexes, cottage dwellings, multi-unit houses and accessory dwelling units) and to increase the number of residents living near both the downtown core and the medical campus. New or improved parks, plazas, streets or other public spaces in the neighborhoods are important elements for unifying neighborhood character and making connections with the two activity centers

Key Characteristics:

- Blocks are small, and streets are in a grid network.
- Paved surface lots have shared parking agreements.
- In the urban context of the Downtown Village District, open spaces are typically formal in nature, and can include squares, plazas, and community gardens.



Land Use & Character Information (cont.)

- The compact urban development patterns place less emphasis on preservation of the natural landscape, and prioritizes the provision of a variety of formal public spaces.
- Sidewalks and bike facilities provide links to adjacent neighborhoods.

Small Area Plan: Downtown Area Plan

The property is located within the boundaries of the Downtown Area Plan. This property is designated within this plan as being a Mixed-Use Property. In order to build upon the character of the Downtown, it is important to ensure that the majority of street-facing uses at the ground floor of buildings are active uses. Preferred active uses include retail shops, cafes, restaurants, and art galleries. Other uses may include athletic clubs (nonresidential) and personal services (salons, etc.). Active uses would not generally include professional office space, building lobbies, residential dwellings, or parking.

This project was submitted prior to the adoption of the Downtown Area Plan. The previous Village District Area Plan designated the property as "Mixed-Use." The Mixed-Use category was intended to provide for a wide range of Commercial, Business, and Higher Density Residential land uses up to 15 units per acre.

Historic Structures:

The c. 1906 Haywood Alford House is a unique bungalow house in downtown Holly Springs. The house retains roughly 95% of its historic architectural elements and has experienced very few negative changes since its construction. The interior retains most of its original historic fabric, with the only updates consisting of a bathroom in the rear of the hallway on the second floor and a modern kitchen on the first floor. The house is in good condition and is a good candidate to be preserved by keeping the integrity of the floorplan and original materials intact. Capital Area Preservation inspected the home on February 23, 2023 and a historic resources report can be found in the attached files.

Future Land Use Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The requested development plan is generally consistent with the Comprehensive Plan as it is allowing for adaptive reuse of an existing structure, providing formal open space, utilizing an existing structure, and utilizing on street parking. Although the proposed use is not generally considered an "active use" it will provide for higher levels of activity than the current residential use.

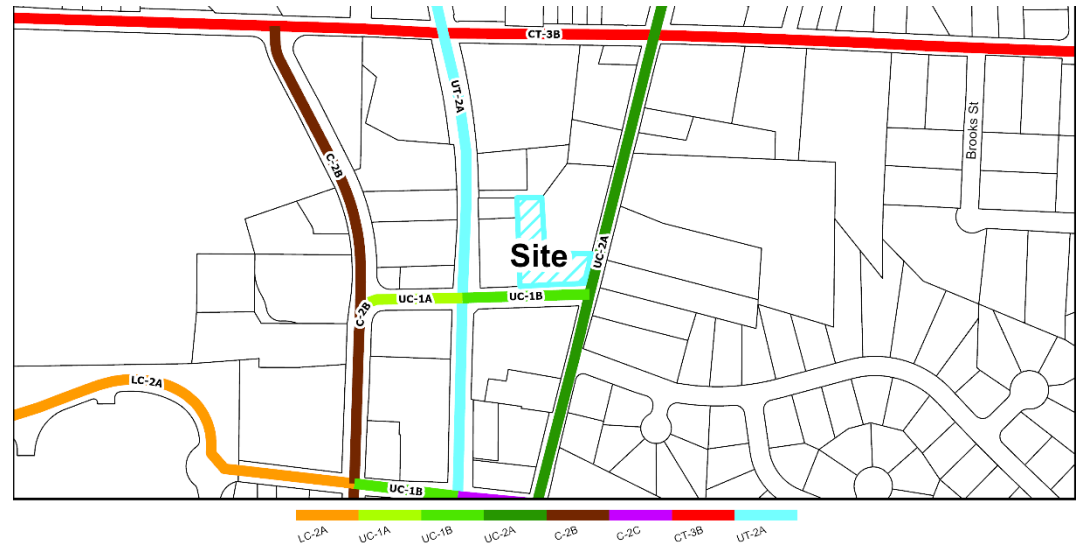
The Comprehensive Plan states that historic preservation should be a priority within the Downtown Mixed-Use District and the property is shown on the Local Historic Resources list and was inspected by Capital Area Preservation. A rehabilitation agreement and historic preservation easement are not being pursued by the applicant. While the applicant is making efforts to maintain the historic appearance of the outside of the home, changes to the structure, such as internal room arrangement, internal elements have been changed which will eliminate the possibility for a Local Historic Landmark designation.



Transportation Information

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, roadway improvements are required across the property frontages of E. Center Street and Raleigh Street to complete ½ of the ultimate cross-sections.

New Location Roadways:

There are no new CTP public roads impacting this parcel.

Hotspot/Safety Study Location:

There are no hotspot/safety studies impacting this parcel.

Improvement Prioritization:

N/A



Transportation Information (cont.)

Traffic Study Policy

- ☒ Traffic Study Required ☒ Tier 1
 ☐ Tier 2
 ☐ Tier 3
 ☐ Transportation Verification Memo

Traffic Study Summary

A Tier 1 traffic study was completed with the development plan consisting of a trip generation and distribution assessment. No intersections were required to be analyzed for this level of study and no mitigation improvements were warranted.

Additionally, although this project is not required to provide on-site parking, it is anticipated that there may have an adverse impact on the adjacent properties with respect to vehicular and pedestrian circulation during drop off and pick up times for the day care.

The applicant has provided a draft agreement for a shared parking plan with the Masonic Lodge. They are also coordinating with neighboring developments to stagger drop-off times with similar uses, however, an official agreement has not been provided.

Transportation Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

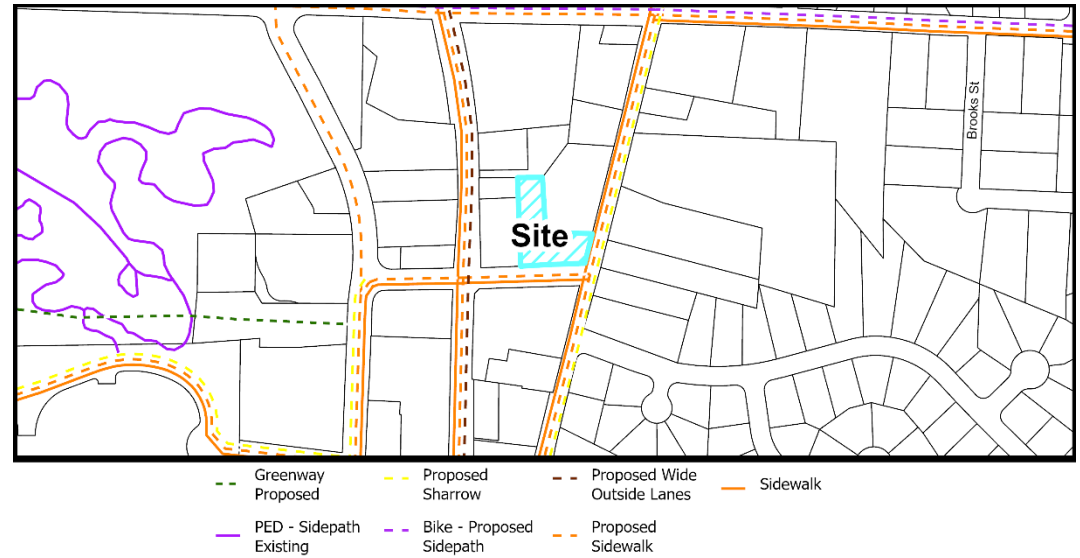
The improvements shown on the Development Plan are consistent with the Comprehensive Plan.



Parks, Recreation & Greenways Information

Park Search Area

☐ Yes

☒ No


Active Transportation Map

Required Active Transportation Improvements

☐ Greenway

☐ Sidepath

No Greenway or sidepath is required per the Town's Comprehensive Transportation Plan

Parks, Recreation, & Greenways Summary

There are no required Greenway improvements and as a non-residential project there are no land dedication requirements.

Parks, Recreation, & Greenways Staff Analysis:

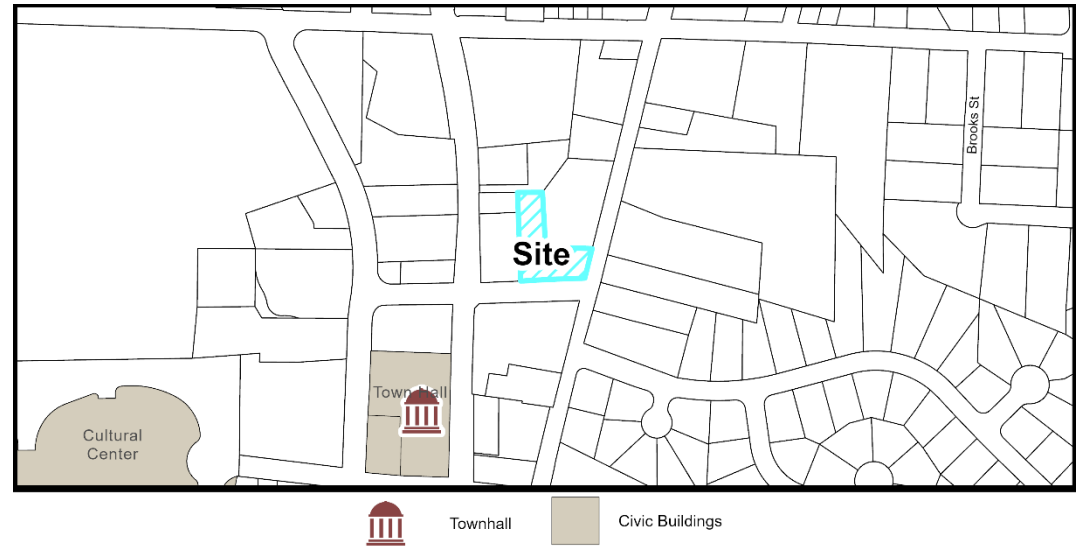
The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The improvements shown on the Development Plan are consistent with the Comprehensive Plan.



Community Facilities Information

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 Development Plan is: ☒ Consistent ☐ Inconsistent

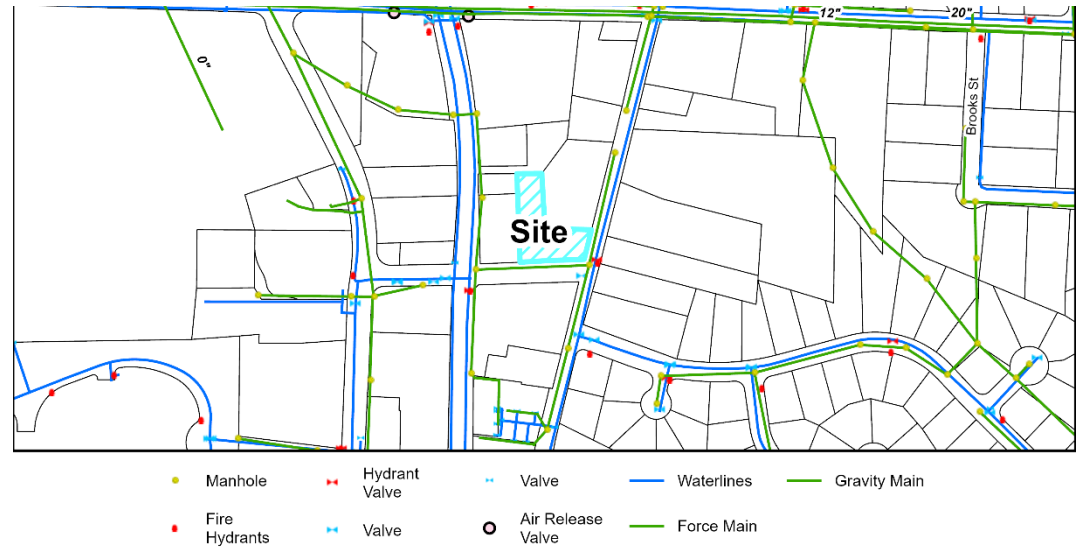
The project location is within existing service areas for the Town's public safety departments and does not exist within one of the search areas for a new public safety station shown on the Community Facilities Map.



Infrastructure & Utility Information

Utility Availability

Water	☒ Yes	☐ No	☒ Study Required
Sanitary Sewer	☒ Yes	☐ No	☐ Study Required
Reclaim	☐ Yes	☒ No	☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

Water service is currently available and active for this parcel. This project will use the existing water service.

A Fire Flow Analysis was completed with this Development Plan because the existing building will be sprinklered. The FFA confirmed adequate water pressure within the Town's system with the addition of this development.

Sanitary Sewer:

Sewer service is currently available and active for this parcel. This project will use the existing sewer service.

A downstream sewer study was not required with this project because no sewer main extensions are proposed.

Reclaim:

This project is located outside the Town's Reclaim Water Service Area.

**Infrastructure & Utility Information (cont.)****Water Resource Management (WRMP) Policy**

- ☒ WRMP Applicable ☒ Tier 1
☐ WRMP Not Applicable ☐ Tier 2
 ☐ Tier 3

Allocation Elements

- ☐ Public Infrastructure Improvements
☐ Sustainable Design
☐ Work Force Housing
☐ Open Space/Tree Preservation

Water Resource Management Policy Summary

This development is subject to the Water Resource Management Policy and has provided a Utility Allocation Request to be considered by Town Council.

Utility Allocation Summary

Priority Level: Priority Level 1

Allocation Assignment: Non-residential

Allocation Requested: 940 GPD

Staff Determination: Sufficient allocation is remaining in the non-residential assignment to support this project for the proposed build out year of 2024.

Infrastructure & Utility Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

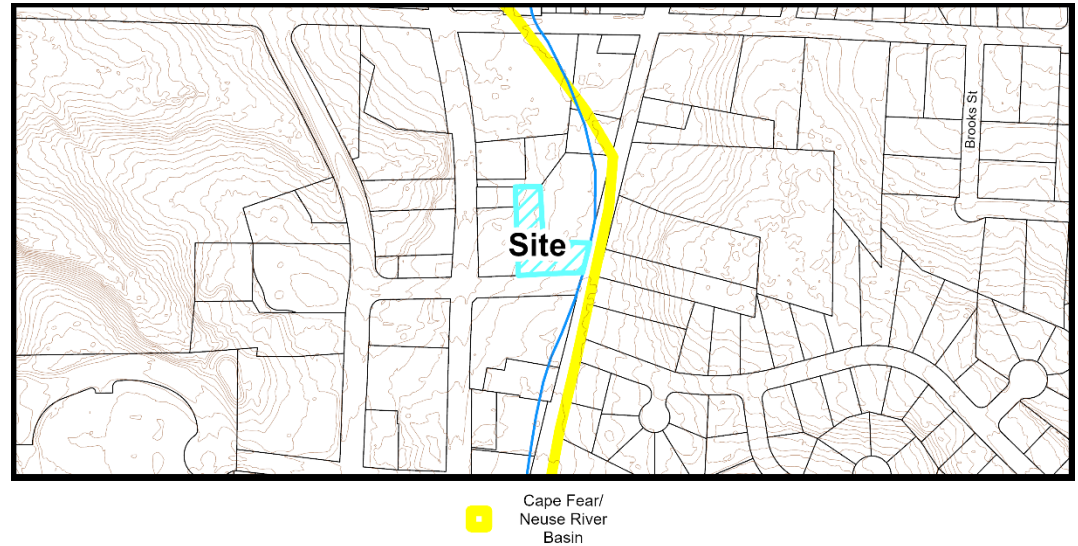
Use of the existing utility connections is consistent with the Comprehensive Plan as well as the Engineering Studies associated with the Development Plan.



Natural Resources & Open Space Information

On-site Private Open Space 1% (397 sq ft)

Tree Preservation Area	0%
Active Recreation Area	0%
Urban Civic Space	1% (397 sq ft)
Flexible Space	0%



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

To meet the minimum required open space on the site, the applicant is providing a plaza element on the corner of E Center St. and Raleigh St. Within this area will be a seating area surrounded by the existing trees and will included an improved paver walkway.

Stormwater:

This development will disturb less than 20,000 square feet and therefore is not required to provide onsite treatment of stormwater.

Natural Resources & Open Space Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The applicants proposed open space meets the minimum required open space.



Development Standards Information

The following is a summary of how the proposed development satisfies the applicable 2022 Holly Springs Unified Development Ordinance (UDO).

Development Standards Summary

Development Standards (UDO Section 2 & Master Plan):

Building Placement	Standard	Proposed
Front Setback (minimum)	0	31' *
Front Setback (maximum)	20'	
Side – Corner Setback	0	93'
Side (West)	0	26'
Rear	0	139'

*Applicant is utilizing the existing structure and is not required to conform to the front setback

Building Height	Standard	Proposed
Minimum Building Height	25 feet and 2 Stories	23' *
Maximum Building Height	45 and 3 Stories	23'

*Applicant is utilizing the existing structure and is not required to conform to the minimum building height

Landscaping (UDO Section 5 & Friendship Innovation Park Master Plan):

	Standard	Proposed Standard
Perimeter Buffers		
All Buffers	Large Deciduous Tree planted 40 ft on center	Existing trees supplemented with new plantings planted 40 ft on center
Foundation (per square footage of landscaped area outside the structure, parking area, or loading area)		
Trees	1 overstory tree/5,000 sq. ft. or 1 small tree/ 3,000 sq. ft.	1 small tree / 3,000 sq. ft.
Shrubs	1.5 medium shrubs or 2 small shrubs/1,000 sq. ft.	2 small shrubs / 1,000 sq. ft.
Interior Vehicle Parking Area		
	1 landscape island with one tree and 4 shrubs/10 parking spaces	N/A
Street Trees		
	Thoroughfare: Trees on private property within 5 ft of the right-of-way	Existing Crepe Myrtles to be utilized as street trees

**Parking (UDO Section 6):**

UDO Section 6.4.4.A states, "There shall be no minimum vehicle parking requirement in the DMX district." The applicant has elected to not provided parking on site and is pursuing a parking agreement with the adjacent Masonic Lodge. The example shared parking agreement has been included as an attachment.

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

The applicant will be utilizing the existing structure on the site and will only be making minimum changes to the exterior of the building. The minimum changes include replacing existing windows, addition of new doorways, new exterior stairway and platform, and exterior ADA ramp. The full extent of the changes can be seen on the elevation pages within the plan set.

Development Standards Staff Analysis

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The proposed Development Plan is consistent with the development standards of the UDO. The proposed Child Care Center land use is permitted in the Downtown Mixed-Use District, Perimeter buffers and screening are being provided in compliance with the UDO requirements, and Open Space is being provided as Urban Civic Space with a bench and planters located at the corner of Raleigh St. and E Center St. While the UDO does not require parking in the DMX district, the Planning Board and Town Council should discuss the parking arrangements the applicant has made with adjacent property owners to ensure adequate parking can be provided. The property is located adjacent to existing residential dwellings and no on-site parking may have impacts on these residents. In addition, the Comp Plan states that historic preservation should be a priority within Downtown. The applicant is making efforts to maintain the historic appearance of the outside of the home (c. 1906 Haywood Alford House), however, internal elements have been changed which will eliminate the possibility for a Local Historic Landmark designation.



Decision-Making Information

Development Plan Staff Analysis

The applicant must demonstrate that the proposed Development Plan complies with minimum requirements specified in Town's adopted land development policies and ordinances.

The Development Plan complies with minimum requirements specified in Town adopted land development policies 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: 10/18/2023

Summary of Issues:

- Safety of children crossing the street when being dropped off
- Additional traffic that the daycare will bring to the area, with specific focus on Raleigh St.
- Concerns regarding the additional noise that could be brought with the daycare use

Planning Board Action

Planning Board Meeting Date: 6/25/2024

Planning Board Decision Type: Advisory Decision

Advisory Decision

The Planning Board must review the application and make a recommendation to the Town Council.

The Planning Board should consider whether or not the proposed Development Plan is consistent with the technical standards of Town of Holly Springs Unified Development Ordinance.

The Planning Board discussed the following issues and concerns:

- Having the drop off times being staggered.
- The number of children that will be attending the facility.
- Enough parking being provided around the site and the circulation during drop off and pick up.



Planning Board Recommendation:

Recommend that the Town Council approve Development Plan 23-DP-15 for Explora Discovery School as submitted by Thompson & Associates, dated Revised 6/7/2024 with staff recommended conditions.

The Planning Board voted in favor of the motion (9 - 0)

Town Council Consideration & Action

Quasi-Judicial Public Hearing

Prior to the Quasi-Judicial Public Hearing:

- Mailed notice will be sent to all property owners within 500 feet of the project.
- Posted notice will be made with a public hearing sign on the property.

Town Council Decision: Quasi-Judicial Decision

Quasi-Judicial Decision:

Quasi-Judicial decisions are determined by the presentation of factual evidence as to whether the proposed Development Plan satisfies the applicable development standards. The Town Council must hold a Quasi-Judicial public hearing to collect facts and then make a decision based on the written and oral evidence presented. A Quasi-Judicial decision must be made on facts and evidence and cannot be based on opinions or hearsay. Anyone who presents facts and evidence during the Quasi-Judicial public hearing must be sworn in under oath and may be subject to cross-examination. These criteria shall be used to evaluate whether the proposal will cause significant adverse impacts on adjacent properties:

1. Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.
2. Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.
3. Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.



4. Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.
5. Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

Potential Development Plan Petition Motion

Adopt Resolution 24-22 to make and accept Findings of Fact for and to approve Development Plan 23-DP-15.

Approve Utility Allocation Request for Explora Discovery School 23-DP-15.



Historic Resource Report

Property Name: Haywood Alford House
Location: 109 E. Center Street, Holly Springs
Date of Visit: February 23, 2023

Survey Number: WA0639
PIN Number: 0649926140

Classification:

- ☒ Local Inventory
- ☒ Study List for the National Register of Historic Places (District)
- ☐ National Register of Historic Places
- ☐ Wake County Historic Landmark

Observations:

The c. 1906 Haywood Alford House is a unique example of a bungalow house in downtown Holly Springs. The house retains roughly 95% of its historic architectural elements and has experienced very few negative changes since its construction. There is a later addition with jalousie windows connecting the original structure to a later garage building. It is likely that the original siding is in good condition beneath the current aluminum/vinyl siding. The interior retains most of its original historic fabric, with the only updates consisting of a bathroom in the rear of the hallway on the second floor and a modern kitchen on the first floor (with the only non-historic windows).

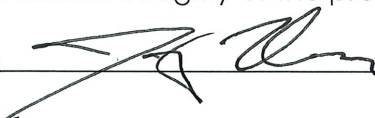
The house is in good condition and is a good candidate to be preserved by keeping the integrity of the floorplan and original materials intact. In order to guarantee that this important historic resource retains its integrity and is restored and preserved in an appropriate manner, in keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties, a preservation easement and rehabilitation agreement should be placed on the property with a qualified preservation organization (such as CAP). There are very few structures left in Holly Springs, especially downtown, that retain such a high degree of historic integrity.

Historic Integrity:

- House
- ☒ Yes
 - ☐ No

I, Jeremy Bradham, inspector of the above property, state that this report provides an accurate representation of the historic integrity of the property as of:

Date 3/6/2023

Signature 



THE TOWN OF

Holly Springs

Resolution No.: 24-22

Date Adopted: July 16, 2024

Effective Date: July 16, 2024

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
MAKING FINDINGS OF FACT FOR
AND TO APPROVE WITH CONDITIONS
DEVELOPMENT PLAN (23-DP-15);
FOR EXPLORA DISCOVERY SCHOOL**

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in March 2022; and

WHEREAS, pursuant to NCGS §§160D 403 and Chapter 11 of the Town of Holly Springs UDO, the Town Council of Holly Springs ("Town Council") has the authority to grant approval of Development Plans if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Development Plan Findings of Fact:

The Town Council shall consider the following review criteria in determining whether to approve, approve with conditions, or deny a Development Plan.

Criterion 1: The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.

Criterion 2: The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.

Criterion 3: The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.

Criterion 4: The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.

Criterion 5: The design of the project furthers the goals and policies of the Comprehensive Plan.

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Applicant's written findings of fact into the minutes (Exhibit A), have received site plans, and have considered conditions of approval (Exhibit B) for the following requested Development Plan:

Development Plan (23-DP-15): Explora Discovery School

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds that the Applicant's findings of fact to be consistent with the public testimony received on the requested Development Plan, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of additional conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to approve with conditions (Exhibit B) Development Plan (23-DP-15) for Explora Discovery School; as submitted by Thompson & Associates.

Adopted by the Holly Springs Town Council on this, the 16th day of July, 2024.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk



Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

RESOLUTION EXHIBIT A

DEVELOPMENT PLAN (23-DP-15) FINDINGS OF FACT SUBMITTED BY APPLICANT

Criterion 1: The owners of this property have taken particular care to minimize any adverse impacts on adjoining property owners. The project will have a rear fenced in play area that will provide a visual barrier to the neighbors. In addition, this fenced play area is at the rear of the property, behind the building structure and thus, not visible from the street. They have also coordinated with the adjacent church, that also provides day care, to stagger their start and stop times to further alleviate traffic concerns. They have even acquired an agreement with the adjacent Mason Lodge to accommodate any overflow vehicles with a joint parking agreement. The owners are also taking steps to preserve the appearance of the current residence as is with very few external changes to keep the historic nature of the residence while refurbishing the property to improve every aspect of the existing residence and provide a pathway to retain the existing structure and provide many more years of enjoyment of the residence to the downtown area of Holly Springs. The project also will provide a needed day care service to a fast-growing Holly Springs downtown while at the same time conserving the original downtown "look and feel" by remodeling rather than tearing down.

Criterion 2: The project enhances Open Spaces. The current residence provides no open space for the public. With the development of this project, the owners are establishing Urban Civic Space along the property frontage on Center St. and expanding the Civic Space required by the UDO by over 100%. They will also provide a bench and landscape planters in this open space that will meet the specifications of the downtown area plan and bring the area into greater harmony.

Criterion 3: The development project will use existing streets and utilities and will not cause any disruption to neighboring properties by the upheaval, dust, noise, and inconvenience of major construction of utilities and streets in this quiet neighborhood.

Criterion 4: By keeping the original look and feel of the existing residence, the project fills a need for the neighborhood by providing child care while also retaining the original feel of the residence and reinforces the Town's character. This project will also construct an eight-foot-wide public sidewalk along the project frontage with Center St. to facilitate pedestrian access and circulation in the downtown area.

Criterion 5: The project furthers the goals and policies of the Comprehensive Plan in the following ways:

1. By keeping the existing residence and rehabilitating it for years of future use, this project maintains the character of the downtown area. Instead of removal there is preservation of a noted Holly Springs Home
2. The project provides for the future of the transportation network. The project will adhere to the transportation plan for the downtown area and will dedicate right of way and construct an 8' sidewalk along the Center St. frontage to improve pedestrian access.
3. The project prepares for population growth by providing a needed service in the growing downtown area.
4. The project protects natural resources. The existing residence is in itself a natural resource for Holly Springs. By preserving its historic appearance and renovating to preserve the structure into the future, the owners are saving a historic part of the Holly Springs downtown area and improving it for future generations to enjoy.

Office of the Mayor

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RESOLUTION EXHIBIT B

DEVELOPMENT PLAN (23-DP-15) CONDITIONS OF APPROVAL

1. Prior to Construction Drawing Approval, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
2. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
3. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
4. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
5. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between the property owners at the time of plat.
6. All Special Studies must be finalized prior to being scheduled for Planning Board.
7. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
8. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
9. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
10. Please note that this project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance. A general stormwater requirement may affect this project. Refer to NCDWQ's website for more information
11. Please note that the Town Staff has been delegated approval authority by NCDWQ for stormwater management plans. Documentation of approval to NCDEQ is the responsibility of the owner.
12. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (NR)
13. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater SCM prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (Residential)
14. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project. This will become a condition of plan approval.
15. A FIL for overhead power relocation will be required prior to construction drawing approval. A cost estimate from a third-party consultant must be provided with the first construction drawing submittal.

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A unless specified below:

The Town Council made the following additional findings:

X No additional findings

Office of the Mayor

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RESOLUTION EXHIBIT D

ADDITIONAL CONDITIONS OF APPROVAL

The Town Council added the following conditions in order to adequately
make and accept the Findings of Fact:

X No additional conditions of approval

Office of the Mayor

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TOWN OF HOLLY SPRINGS DEVELOPMENT PETITION PACKET

Major Subdivision, Development Plan, and Special Use Permit



General Information

A Traffic Impact Analysis (TIA) scope determination is required from Development Services prior to scheduling a Sketch Plan Review (Pre-Submittal) Meeting. The Request for TIA Scope, Form 8031 is available here:

www.hollyspringsnc.us/335/Sheet. Please contact Development Services at (919) 557-3908 for more information.

A Sketch Plan Review (Pre-Submittal) Meeting must be held a minimum of 10 business days prior but no more than 8 weeks before the Petition Submittal Deadline as specified on the appropriate submittal calendar. Please email Development Services@hollyspringsnc.gov to

schedule a Sketch Plan Review (Pre-Submittal) Meeting. For more information, contact Development Services at (919) 557-3908, and selecting option 3 from the menu.

The full review procedures for Major Subdivisions, Development Plans, and Special Use Permit can be found in Unified Development Ordinance Chapter 11.

Submittal Requirements

All information required as part of your petition must be submitted as one (1) pdf file on the Holly Springs City View Portal: <https://cityview.hollyspringsnc.us/portal>. You must register an account and then click on "Apply for a Planning & Zoning Review" underneath "Preliminary Development Approval."

New Submittal or Major Amendment:

- ☒ Submit the following number of copies:
(1) PDF version, plans sized to 24" x 36"

Minor Amendment:

- ☐ Submit the following number of copies:
(1) PDF version, plans sized to 24" x 36"

PLAN SHEET REQUIREMENTS:

The Plan Requirements & Data Checklist items must be included on the specific plan sheets as indicated. If complete information is not provided, it will cause a delay in the review process and move the project into a later review cycle. If a required item is not shown on the specified sheet, provide a written statement explaining why the item has not been included. If this petition is being submitted for a Wireless Telecommunications Facility, review UDO Section 3.3.9 E., for submittal requirements.

FOR MORE INFORMATION:

Current Fee Schedule: www.hollyspringsnc.gov/2170

NOTE: All fees include a 2.5% sales tax. A 2.5% sales tax is also applied to the fee for a sketch plan review. Each application review will include a 2.5% sales tax on the application fee.

Review Process: Town of Holly Springs Unified Development Ordinance

Major Subdivision - Section 11.11

Development Plans- Section 11.10

Special Use Permit- Section 11.12

Review Calendar: See Town of Holly Springs Development Procedures Manual (DPM) Appendix 1.

Development Petition Packet

Major Subdivision Plan (Residential and Non-Residential):

The following items must be submitted with the Petition for Major Subdivision Plan to be deemed a complete submittal:

- | | |
|--|--|
| ☐ Petition Form | ☐ Grease Trap Survey (any business using or disposing of fats, oils or grease) |
| ☐ PDF version of plans sized to 24" x 36" | ☐ Industrial Waste Survey (all businesses) |
| ☐ Processing Fees (make check payable to: Town of Holly Springs) | ☐ Residential Development Notification Form |
| ☐ Plan Requirements and Data Checklist | ☐ Engineering Special Studies- TIA, FFA, and Sewer Report- to be submitted directly to Development Services with separate check for payment of associated fees (per conditions from Master Plan, PUD approval or as outlined at the Sketch Plan Review (Pre-Submittal) Meeting) |
| ☐ Postmaster certification of Cluster Mailbox Unit location | ☐ Design Standards (Non-residential only) |
| ☐ Certification of Plan Revisions, if a revision to an approved plan | ☐ Streetscape and Mobility Standards (non-residential only) |
| ☐ Waiver Request Forms if applicable, as determined at the Sketch Plan Review (Pre-Submittal) Meeting | ☐ Neighborhood Meeting Report |
| ☐ Stormwater Fee-in-lieu Request Form | |
| ☐ Preliminary Stormwater Submittal Checklist | |

Development Plan:

The following items must be submitted with the Petition for a Development Plan to be deemed a complete submittal:

- | | |
|---|---|
| ☒ Petition Form | ☒ Residential Development Notification Form (if applicable) |
| ☒ PDF version of plans sized to 24" x 36" | ☒ Grease Trap Survey (any business using or disposing of fats, oils or grease) |
| ☒ Processing Fees (make check payable to: Town of Holly Springs) | ☒ Industrial Waste Survey (all businesses) |
| ☒ Plan Requirements and Data Checklist | ☒ Engineering Special Studies- TIA, FFA, and Sewer Report- to be submitted directly to Development Services with separate check for payment of associated fees (per conditions from Master Plan, PUD approval or as outlined at the Sketch Plan Review (Pre-Submittal) Meeting) |
| ☐ Certification of Plan Revisions, if a revision to an approved plan | ☒ Neighborhood Meeting Report |
| ☒ Postmaster certification of Cluster Mailbox Unit location (if applicable) | |
| ☒ Waiver Request Forms if applicable, as determined at the Sketch Plan Review (Pre-Submittal) Meeting | |
| ☒ Stormwater Fee-in-lieu Request Form | |
| ☒ Preliminary Stormwater Submittal Checklist | |

Special Use Permit:

The following items must be submitted with the Petition for a Special Use Permit to be deemed a complete submittal:

- | | |
|--|---|
| ☐ Petition Form | ☐ Grease Trap Survey (any business using or disposing of fats, oils or grease) |
| ☐ Vicinity Map | ☐ Industrial Waste Survey (all businesses) |
| ☐ Processing Fees (make check payable to: Town of Holly Springs) | ☐ Detailed Findings of Fact for Special Use Permit, consistent with the UDO |
| ☐ Plan Requirements and Data Checklist | ☐ Neighborhood Meeting Report |
| ☐ Waiver Request Forms if applicable, as determined at the Sketch Plan Review (Pre-Submittal) Meeting | |

Engineering Special Studies:

Special studies are used to provide additional detail to verify if there is adequate infrastructure available to support the proposed project and identify any necessary upgrades or improvements needed. All special studies are to be submitted to Development Services with applicable fees for review and approval.

Traffic Impact Analysis (TIA)

Refer to website for Request for TIA Scope, Form 8031: www.hollyspringsnc.us/335/Forms-Review-Schedules-Fee-Sheet.

Fire Flow Analysis (FFA)

Refer to website for Hydraulic/FFA Submittal Requirements, Form 8043: www.hollyspringsnc.us/335/Forms-Review-Schedules-Fee-Sheet.

Sewer Report:

Refer to website for Request for Sewer Study Scope, Form 8034: www.hollyspringsnc.us/335/Forms-Review-Schedules-Fee-Sheet.

Reclaimed Water Model Update:

If the project will be extending or using the reclaimed water system, additional information may be required as outlined in the Sketch Plan Review (Pre-Submittal) Meeting.

Plan Amendments:

Plan Amendments shall follow the checklist items applicable to the type of plan being amended and must include Certificate of Plan Revision with each submittal. Please refer to UDO Chapter 11 for submittal requirements and procedures.

Major Amendment Procedures:

Unacceptable plan amendments (Major Amendment) as described in UDO Section 11.16 include modifications to previously approved plans that adversely impacts the purpose and intent of the overall development or increases the intensity of any land use or adds additional land uses. The petitioner is responsible for verifying with Development Services that previously approved special studies are still applicable. Any such amendment is required to file a new petition for the appropriate review process.

Minor Amendment Procedures:

Minor Amendments as described in UDO Section 11.16 are alterations that do not substantially deviate from or alter the approved plans. These alterations may include the following types of modifications:

- An expansion of building floor area up to 25%;
- An increase in building height by up to 15%;
- An expansion or reduction in the amount of vehicle parking areas by up to 10%;
- An increase in the total number of lots/unit by up to 10%, or 10 lots/units, whichever is less.
- A reduction of open space by up to 10%;
- An increase in project acreage by up to 10% or 5 acres whichever is less;
- The designation of additional uses that only involve those listed as permitted ("P") on Table 3.2.A. – Table of Uses in Chapter 3 of the UDO;
- A reduction, relocation, or alteration the composition up to 10% of any tree preservation area or removal of a Specimen Tree; OR
- A minor change in building design, building material selection, or percentage of various building materials utilized that does not deviate from the original approval.

A Minor Modification may not be allowed for situations that are in conflict with any condition that was imposed as part of the original approval.

Neighborhood Meeting (UDO Section 11.5):

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. The purpose of the neighborhood meeting is to educate neighbors about the proposed Petition, to receive neighborhood comments, and to address concerns about the Petition.

Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.

Meeting Notification:

The neighborhood meeting notifications shall include the following minimum information pertaining to the application:

1. Project and applicant names;
2. Location of proposed action (i.e., address or major cross streets);
3. Description of the UDO application/permit;
4. Time, date, and location of the neighborhood meeting. For virtual meetings, the notice shall include a weblink and access numbers (as applicable);
5. The telephone number and email address to contact the applicant hosting the neighborhood meeting.

Meeting Location:

The neighborhood meeting shall occur at a physical location and/or in a web-based (virtual) format.

1. For physical meetings, the venue, whether in a building or outside, shall be rated to accommodate at least 50 participants (pursuant to fire capacity restrictions). The venue shall be generally accessible to neighbors that reside in close proximity to location of proposed action. The applicant shall be responsible for reserving the venue/building, obtaining all leases/approvals, and paying all applicable fees.
2. For web-based meetings, the applicant shall utilize readily available software that is free to access for the public.

Meeting Format (Information Presented):

The applicant shall schedule a neighborhood meeting for at least a one hour duration. The meeting shall occur on a Monday, Tuesday, Wednesday, or Thursday and not on nationally recognized holidays. The meeting shall occur between the hours of 4:00pm and 8:00pm. At a minimum, the applicant shall orally explain the proposed application in terms of location, size, and proposed land uses and density, and the requested action from the Town. The applicant shall solicit written and/or oral comment from the participants.

DEVELOPMENT PETITION

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:

- ☐ **Major Subdivision** (check all that apply)
☐ Residential ☐ Non-residential
☐ New ☐ Major Amendment* ☐ Minor Amendment*
- ☒ **Development Plan** (check all that apply)
☐ Residential ☒ Non-residential
☒ New ☐ Major Amendment* ☐ Minor Amendment*
- ☐ **Special Use Permit**
☐ New

* Specify purpose of amendment on Certificate of Plan Revisions

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: EXPLORA DISCOVERY SCHOOL

If this project is part of a previously approved plan, please specify:

PUD/Master Plan/Subdivision _____ Shopping Center/Lot# _____

Project Location: 109 E. Center St.

Use street address. If none, use the closest intersection

☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0649 92 6140

Real Estate ID: 0016216

Project Acreage (rounded to nearest tenth): 0.60 Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: DMX Proposed Use (see UDO Table 3.2.A): Day Care

Open Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☒ N/A

Waivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

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 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 _____

Name Randy Miller Company Thompson & Associates

Mailing Address 1149 Executive Cir. Suite D2

City Cary State NC Zip 27511

Telephone # (919) 465-1566 E-Mail millerrpe19793@gmail.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

Design Professional if different than Applicant/Contact

Name _____ 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

Developer SEE OWNER BELOW

Name _____ 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

Architect

Name _____ 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

Landscape Architect

Name _____ 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

Other: _____ (any other contact that should receive comments and correspondence for this project)

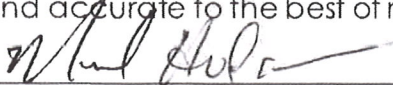
Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (____) _____ Alternate Telephone # (____) _____
Fax # (____) _____ E-Mail _____
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name SETH HACHATHURN ? SARAH JANDORA Company _____
Mailing Address 109 E. Center St.
City Holly Springs State NC Zip 27540
Telephone # (816) 665-8680 E-Mail seth0890@gmail.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

Certificate of Submittal Completion

I, Michael Hudson, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature:  Date: 11-21-23

PLAN REQUIREMENTS & DATA CHECKLIST



Mark each item as applicable (A) or not applicable (NA) by placing an "X" in the appropriate box.

A	NA	
I. EACH SHEET MUST CONTAIN THE FOLLOWING ITEMS		
✓		A. Name, address, telephone number, and fax number of the Engineer, Architect, Landscape Architect, and/or Surveyor responsible for the plans.
✓		B. Date of drawing preparation and all revision dates.
✓		C. Sheet Number and Title.
✓		D. North Arrow.
✓		E. The scale of the drawings listed in feet per inch in both graphic and numeric scale. Use Engineering scale no larger than 1" = 200'.
✓		F. Seal and signature of Registered Design Professional.
✓		G. Name of the proposed development plus the name of Master Plan or PUD, if applicable.
		H. For Plan Amendments Only: Cloud all individual changes that were made to the plans and place a numbered delta next to each clouded area that corresponds with the numbered revisions on the coversheet.
✓		I. For Site Plan, Landscape, Utilities, and Grading Plans: show all overhead and underground utilities. If overhead utilities exist, developer/engineer must contact Duke Energy and/or other overhead utility providers and provide documentation regarding the relocation of such underground.
II. COVER SHEET INFORMATION		
✓		A. Parcel Identification Number (PIN)/Real Estate Identification Number and location (including township, county, and state) for all parcels involved.
✓		B. Vicinity map at 1" = 500' with project boundary clearly marked. There must be sufficient detail and legibility in order to locate the project in reference to nearby roads and property lines.
	✓	C. Note the dates of any previously approved Waivers, Variances, Master Plans, or PUDS.
✓		D. Owner/Applicant/Developer/Engineer/Architect/Landscape Architect(s) name, address, and telephone number.
✓		E. Zoning designation of the property to be developed (and list of conditions, if applicable).
✓		F. Provide statement "Plan is subject to revisions during Construction Drawing Approval Process."
✓		G. Total Acreage of Tract(s) to be developed and number lots.
✓		H. Clearly identify survey benchmark used for project on the cover or overall project sheet. Project should be tied to local monuments established by G.P.S. for Town of Holly Springs with identification of the monument that was used, if such monument is in proximity to the project. This requirement shall not supersede any requirement to tie to NCGS monumentation.
✓		I. List type of development: Development Plan, Major Subdivision Plan, Special Use Permit, etc.
✓		J. Provide proposed sewer flow for the project including how calculation was determined.
		K. For Plan Amendments Only: Provide a dated table listing all amendments made to plan since last Town approval.
III. BASE DATA/SITE PLAN SHEET / LOT LAYOUT INFORMATION		
✓		A. Show boundaries of tract(s) proposed for development. If there is more than one tract involved and a recombination is to occur, place the note "to be recombined". All adjoining property lines of tracts adjoining the property should include zoning designation and property owner information for adjacent properties.
	✓	B. Show all historic resources identified within the project area (Refer to Vision Holly Springs: The Town of Holly Springs Comprehensive Plan, Section 1: Future Land Use & Character). Provide information on the preservation, rehabilitation, or reuse of the historic resource.

For DS Use only

Project # _____

Date Received _____

✓		
✓		C. Show and label proposed and existing streets, right-of-way, sidewalks and greenway, including all dimensions. Provide existing street names and required road improvements.
✓		D. Show proposed Pedestrian and Vehicular Circulation as specified in UDO Section 8.4.
✓		E. Show any existing structures, underground storage tanks, utilities (specify overhead or underground and indicate where overhead lines will be relocated underground), drives, roads, and natural features on and within 200' of the subject property and label them as such. (If a structure on the subject property is to be removed, label it "to be removed".)
	✓	F. Show dimension and label required Thoroughfare Conservation Buffer as specified in UDO Section 4.8. Provide information on the future maintenance of the buffer.
		G. List minimum perimeter buffer, building and driveway setbacks and indicate whether the setbacks for setbacks of the building to the surrounding property line.
✓		H. Show proposed building footprint and a proposed site plan. (If a proposed building footprint is applicable.)
✓		I. Show the location of all HVAC units, Mailbox Kiosks, exterior CO canisters and similar equipment, and Trash Enclosures with the trash truck turning radii template. Note: Trash or recycling containers of any size must be enclosed. All ground mounted equipment including HVAC units, exterior CO canisters, and similar equipment must be screened from view.
	NA	J. List the average lot size, minimum lot width, minimum lot frontage, minimum lot depth, maximum building height, minimum open space, and the gross density of the development.
	NA	K. Show and label required riparian buffers, FEMA and local floodplain areas within the boundaries of the site.
	NA	L. Design Engineering data for all roadway radii and curves.
	NA	M. Provide lot size(s).
✓		N. Show and label all easements.
	NK	O. Show proposed parking lot layout and list the required number of spaces, including Electric Vehicle Spaces, and the number of spaces provided. Provide dimensions of spaces and aisles. [See UDO Section 6.4 and 6.6].
✓		P. Show the proposed location and list the required number of bicycle racks and the number of bicycle racks being provided (see UDO Section 6.5).
NA	NA	Q. Show off-street loading areas and off-street loading spaces. (See UDO Section 8.4).
	NA	R. Show all required greenways. [See UDO Section 7.6.].
	NA	S. Indicate areas for all proposed outdoor operations including outdoor seating, display/sales of merchandise, outdoor storage, and business vehicle parking.
IV. GRADING AND DRAINAGE PLAN		
	NA	A. Show existing and proposed grading plan which includes all lot lines, building footprints if applicable, proposed structures.
	NA	B. Provide preliminary drainage calculations.
	NA	C. Provide preliminary drainage designs, including structure, swales, preliminary pipe sizes, and easements
	NA	D. Clearly label restricted stream buffers.
	NA	E. Draft Stormwater Management Plan – provide draft sizing calculations for all BMP's. Also provide drainage area map for BMP's and the site.
	NA	F. Draft Flood Study – Demonstrate site will be able to accommodate any required detention facilities, provide draft supporting calculations.
V. LANDSCAPE PLAN		
✓		A. Location and size of proposed plant material including live vegetation ground cover and species selection. This includes perimeter buffers and/or foundation landscaping and/or vehicle parking area screening and/or interior vehicle parking area planting. Include site distance triangles at all intersections.
✓		B. Indicate locations, size, and species of proposed street trees. [See UDO Section 5.3.5]
✓		C. Show fencing details [See UDO Section 5.5.]
	NA	D. Show the location of berms, if there are any, and provide detail information on the berm [See UDO Section 5.5]
	NA	E. Show utility and drainage easements and any drainage devices (BMP, temporary erosion control devices, swales or structures)

A	NA	
✓		F. Show location of ground level utility boxes, HVAC equipment, RPZ, overhead (if allowed to remain overhead) and underground utility lines, etc.
✓		G. Provide landscape tables listing the plant species to be used. Note: No single species shall constitute more than twenty-five percent (25%) of the plant material of its type. Verify species are not listed on the <i>Invasive Species List</i> (See UDO Section 5.4.1).
✓		H. Provide calculations for perimeter yards, foundation landscaping (for both primary and accessory structures) and parking areas if required.
	NK	I. Specify the limits of live vegetation, ground cover and mulch. [See UDO Section 5.4]
✓		J. Note who will be responsible for the maintenance of the landscaping and include the following notes: Example: Owner shall be responsible for: "The maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free (except in areas of preserved existing natural vegetation (i.e., thickets), and kept free from trash, debris and other objectionable materials." "The replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season; and, the replacement of any tree in a Tree Save Area, which is removed or dies after the date of approval of a Preservation Landscape Plan. Such replacement shall occur during the next planting season."
	✓	K. If an alternate Landscape Plan is being proposed, see UDO Section 5.2.3, and include a letter to the Administrator regarding why this is being requested.
	NK	L. Indicate the location of all tree protection fencing.
	✓	M. Show all tree preservation areas.
✓		N. Landscape Plans shall be sealed by a Registered Landscape Architect.
VI. TREE PRESERVATION PLAN		
	✓	A. The latest available aerial photograph of the project area.
	✓	B. An Existing Vegetation Plan depicting the location, area, predominant species, general health, estimated number of trees, and average Diameter at Breast Height (or DBH) of stands of trees.
	✓	C. When Sample Area Surveys are used in place of a full site-survey, Survey Area shall include a detailed survey of all trees and other vegetation existing in a twenty foot by twenty-foot (20' X 20') representative sample area to be preserved and the location of the sample area. [See UDO Section 4.4]
	✓	D. Provide area calculations for Tree Preservation Areas within and outside of Environmental features (Wetlands, Stream Buffers, etc.).
	✓	E. Provide calculations for overall Tree Preservation Area, specifying which methods (Specimen Tree, Significant Tree Stands, Significant Natural Resource Areas, or Supplemental Undisturbed Perimeter Buffers) were used to meet Tree Preservation Area requirements.
	✓	F. Tree Preservation Plan must be prepared by a Certified Arborist, Registered Forester, or Registered Landscape Architect.
VI. UTILITY LAYOUTS		
✓		A. Provide base site plan information including, but not limited to all structures, utilities, drives, roads and natural features on the property and within 200' beyond property lines.
	✓	B. Show any proposed irrigation or sprinkler, and sewer line information and associated backflow prevention devices
✓		C. Show, label and dimension all existing and proposed Town utility lines (potable water, sanitary sewer, reclaimed water, and fiber optic). Also show both underground and overhead dry utilities on and off site to serve site (example: electric, telephone, and cable)
	✓	D. Provide street lighting plan for interior and/or adjacent roadways
	✓	E. Provide Water Metering Network information (See UDO Section 7.2.1.H)
VII. DETAILS SHEET		
	✓	A. Provide EDCS Detail HS-816 and HS-817 for street tree and root guard installation
	✓	B. Provide EDCS Detail HS-359, HS-360, or HS-361 for appropriate street blade poles and traffic control signage
	✓	C. For projects within the Village District: Provide EDCS Detail HS-009 for benches

A	NA
VII. INFORMATION REQUIRED FOR DEVELOPMENT PLANS	
	A. Indicate the type of outdoor light fixtures that will be used (Parking lot lighting, architectural lighting, building lights, safety lights, and landscaping lights), including but not limited to, the manufacturers or electric utility catalog specifications sheets, drawings, or photometric reports, color of pole, type of light source [See UDO Section 8.4] 1. The maximum light level permitted within the parcel shall not exceed fifteen (15) horizontal foot candles. 2. The maximum light level permitted on the lot line shall not exceed (0.2) horizontal foot candles.
✓	B. Provide details for all proposed dumpster enclosures, mailbox kiosks, accessory structures, and fences on either the elevation or detail sheet with material and color call outs.
✓	C. Provide color, scalable elevations with building material and color callouts, and dimension stringers (vertical and horizontal dimensions) indicating building height. Building Design shall comply with UDO Section 8.2. Provide square footage and % of façade area for all materials. Also include an explanation of how the architectural design elements that are being used satisfy the applicable Building Design Requirements in the UDO. Show all roof mounted mechanical equipment and screening. Provide a materials board indicating all colors and materials proposed for the project.
	
✓	D. Provide Public Realm Standards in accordance with UDO Section 8.3.
VIII. INFORMATION REQUIRED FOR SPECIAL USE PERMIT	
	A. Special Use Permit petitions are required to submit a written narrative response which provides a detailed statement regarding the proposed use in addition to the required Findings of Fact Form.
IX. INFORMATION REQUIRED FOR MAJOR RESIDENTIAL SUBDIVISIONS (PLEASE INCLUDE ON SITE PLAN)	
	A. Show and label all passive and active open space, and reference applicable greenway and park requirements as specified in the Comprehensive Plan [See UDO Chapter 4]
	B. Indicate the amount of land dedicated to Open Space and the entity responsible for maintenance
	C. Provide the maximum and minimum lot sizes
	D. Adhere to Subdivision Lot Design Standards (UDO Section 8.5)
X. INFORMATION REQUIRED FOR MAJOR NON-RESIDENTIAL SUBDIVISIONS (PLEASE INCLUDE ON SITE PLAN)	
	A. Include the max number of lots, minimum lot area, access easements to all lots
	B. Show layout of major road connections (including curb cuts to existing roads and internal road connectivity), layout of utility layout as needed to serve each phase or lots (including where the utilities will be tied to and how adjacent properties will be stubbed).
	C. Adhere to Subdivision Lot Design Standards (UDO Section 8.5)
	D. Provide Design Standards and Streetscape & Mobility Standards (UDO Section 8.5.6 E. and F.)

This checklist serves as a list of basic information required with a Major Subdivision Plan, Development Plan, or Special Use Permit. There may be additional information needed that is considered by the Town Staff members, the Planning Board, or Town Council as being pertinent to the review of the project being submitted.

I, Ronald L. Miller, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.



**Town of Holly Springs
Industrial Wastewater Survey, Short Form**

This form has been sent to your business to determine types and sources of wastewater that are entering the Town of Holly Springs' Wastewater Treatment Facility. This form must be completed in accordance with the Town's Sewer Use Ordinance. The Sewer Use Ordinance can be examined on the Town's website at www.hollyspringsnc.us

Facility Name: EXPLORA Discovery School
 Facility Address: 109 E Center St.
 Facility Telephone Number: _____ Facility Fax: _____
 Type of Industry, Manufacture, Trade, or Business: Day Care

Products Produced none

Number of Employees: 7

General Description of the industrial activities and/or plant processes at this site:
none

Current Federal Standard Industrial Classification Code (S.I.C): NA (if applicable)

Does the facility discharge any water from parts washing operations, contact cooling, oil/water separators, or any other type of wastewater other than from restrooms? If so, describe:
no

"Industrial Waste" means liquid or other wastes resulting from any processes of industry, manufacturing, trade, or business, or from the development of any natural resources. "Other Waste" means decayed wood, sawdust, shavings, bark, limes, garbage, refuse, ashes, offal's, tar, oil, chemicals, and all other substances, except industrial waste and sewage, which may cause pollution in any waters.

1. Does this facility discharge industrial waste or other waste to the sanitary sewer? YES NO
2. Is the discharge from industrial waste or other waste continuous or batch? _____
3. Does this facility use any type of chemical mixed with water that is discharged to the sanitary sewer?
 YES NO If yes, please list: _____
4. What is the total discharge to the sanitary sewer (gallons per day)? 1,300
5. What is the total industrial or other waste discharge to the sanitary sewer (gallons per day)? 0
6. Are any chemicals stored in quantities of 55 gallons or more? YES NO
7. Does this facility use any well water or other water source other than the public water supply? YES NO
8. Are any outside drains connected to the sanitary sewer? YES NO
9. Does your facility discharge stormwater to the sanitary water? YES NO

Our Sewer Use Ordinance requires that an Authorized Representative of the User sign all reports to the Town. Authorized Representative is defined as "a person responsible for the Principle Business decisions or other policy decisions for the facility."

To the best of my knowledge the information on this form is true and accurate.

Signature Randall L Miller Date 2/26/2021
 Print name RANDALL L MILLER Job Title WATER ENGINEER

*For more information or any questions, please contact the Water Quality Department at (919) 577-2273
 Return this form with your Development Petition*

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: OCT. 18, 2023
Time: 4 pm
Location: ZOOM

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.

For DS Use only

Project # _____

Date Received _____

☐ Complete ☐ Incomplete

Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.

☒ Date of Notification Mailing: SEPT 26, 2023

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:

CHILDREN SAFETY - SEE ATTACHED REPORT

Attach Additional Sheets as needed

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

NONE

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

11/27/2023

INDEX OF SHEETS:

- SHEET 1: EXISTING CONDITIONS PLAN
SHEET 2: PRELIMINARY SITE PLAN
SHEET 3: PRELIMINARY LANDSCAPE PLAN
SHEET 4: DETAILS
SHEET 5: E. CENTER STREET ROAD IMPROVEMENTS
SHEET IN 100: ELEVATIONS
SHEET IN 301: ELEVATIONS
SHEET IN 302: ELEVATIONS
SHEET IN 303: ELEVATIONS

NOTE:

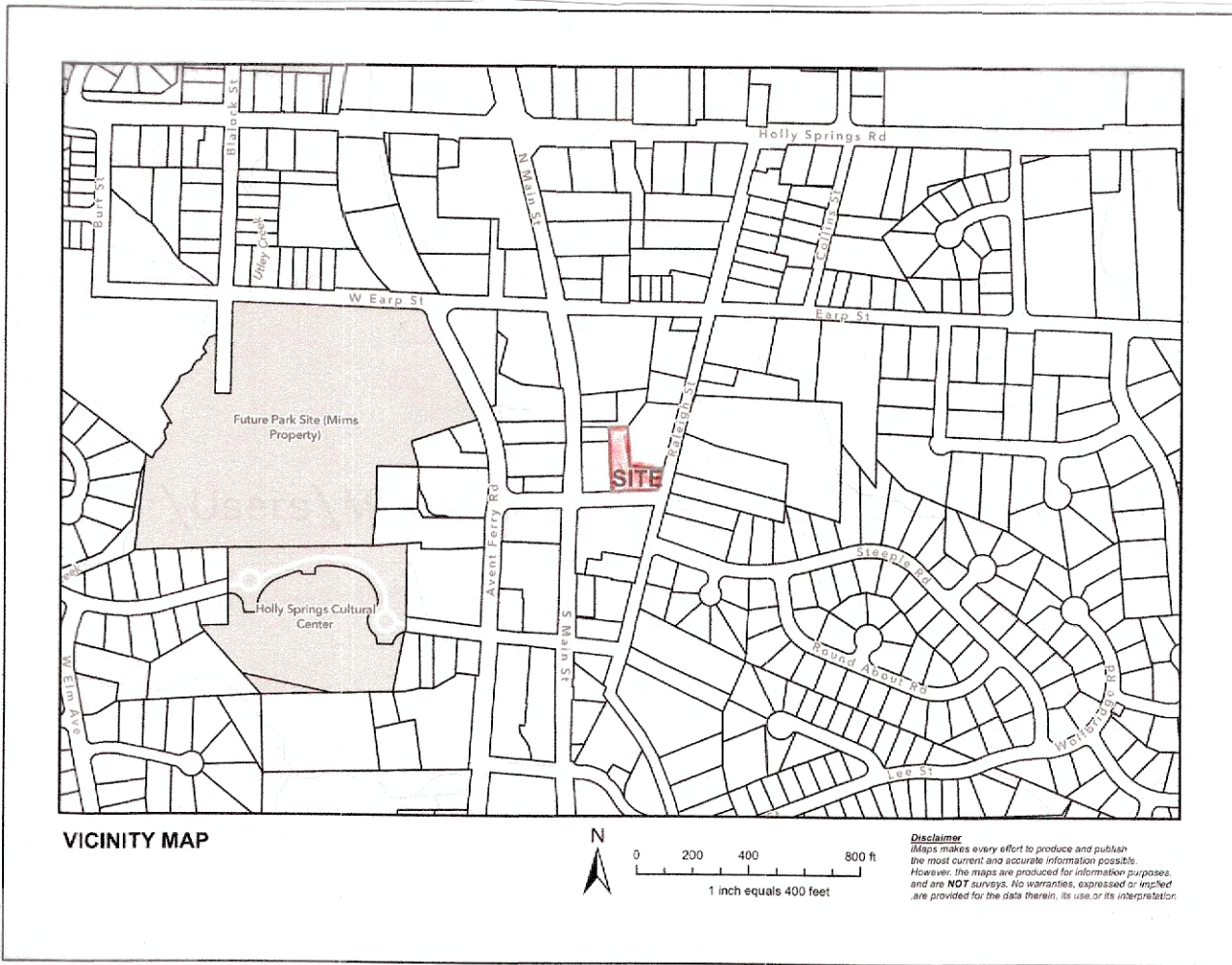
CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. ALSO, DEVELOPMENT FEES (ACREAGE, FEE-IN-LIEU OF ASSESSMENT, AND INSPECTION FEES) ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

UTILITY DATA

LINEAR FT. NEW WATER MAIN - N/A
LINEAR FT. NEW SEWER MAINS - N/A
LINEAR FT. NEW 8" CONC. SIDEWALK - 179 LF
LINEAR FT. NEW STREET - N/A
PROPOSED SANITARY SEWER FLOW - 1,300 GPD

NOTE:

SEE SHEET 5 FOR ULTIMATE ROADWAY SECTION ALONG E. CENTER STREET AND RALEIGH STREET. OWNER WILL BE REQUESTING A FEE IN LIEU OF CONSTRUCTING ACTUAL ULTIMATE ROADWAY SECTIONS AT THIS TIME.



ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS.

PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS.

ACCORDING TO FEMA MAP #3720064900J DATED MAY 2, 2006 THE PROPERTY IS OUTSIDE THE FEMA FLOOD PLAIN.

NOTE:
SITE LIGHTING IS NOT PROPOSED AT THIS TIME. IF LATER, SITE LIGHTING IS PROPOSED, A DETAILED SITE LIGHTING PLAN WILL BE SUBMITTED TO THE TOWN OF HOLLY SPRINGS DURING CONSTRUCTION DRAWING REVIEW. SITE LIGHTING PLAN WILL BE PREPARED BY DUKE ENERGY & CONFORM TO TOHS STANDARDS.

NOTE:
ALL NEW UTILITIES SHALL BE UNDERGROUND.

MONUMENT INFORMATION

"PEARSALL"
Y = 692884.152
X = 2049363.977
Elev. 450.56

PRELIMINARY SITE DATA:

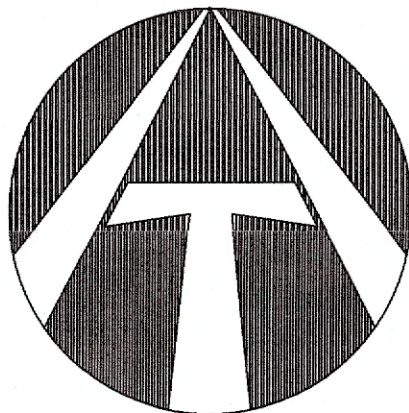
OWNERS: SARAH & SETH JANDORA SITE ADDRESS: 109 E. CENTER ST. HOLLY SPRINGS, NC 27540
DB 19210 PG 416
TOTAL SITE ACREAGE: 26.157 SF 0.60 AC
9' R/W DEDICATION CENTER ST. FRONTAGE: 1,675 SF
NET TRACT SIZE: 24,482 SF 0.562 AC
PIN: 0649 92 6140
REID: 0016216
ZONING: DMX
EXISTING USE: VACANT RESIDENCE
PROPOSED USE: DAYCARE
HOURS OF OPERATION: EITHER MON-FRI 8:30 a.m. - 12:30 p.m. or MON-FRI 9:00 a.m. - 12:45 p.m.
OWNERS TO COORDINATE HOURS WITH ADJACENT CHURCH TO ALTERNATE HOURS OF OPERATION.
EXISTING BUILDING FOOTPRINT: ~3047 SF
EXISTING IMPERVIOUS AREA: 6,023 SF (TOTAL)
CONCRETE AND GRAVEL: 2,976 sf
HOUSE: 3,047 SF
EXISTING IMPERVIOUS AREA PERCENTAGE: 24.60%
PROPOSED ADDITIONAL IMPERVIOUS AREA 1,264 SF (SIDEWALK, PAVERS AND CONCRETE OUTSIDE OF EX. GRAVEL AREA)
PROPOSED IMPERVIOUS SURFACE AREA: 7,288 SF (TOTAL)
PROPOSED SITE IMPERVIOUS AREA PERCENTAGE: 29.77%
REQUIRED OPEN SPACE @ 1.0% OF SITE = 0.1(26,157 SF) = 262 SF
PROPOSED OPEN SPACE = 397 SF
OPEN SPACE TO BE URBAN CIVIC SPACE
URBAN CIVIC SPACE OF 397 SF PROVIDED IS A 50% INCREASE OF 262 SF REQUIRED AND MEETS PUBLIC REALM REQUIREMENT (8.3.5#9)
PROPOSED DISTURBED/DENUDED AREA = ~2500 SF
DISTURBED AREA LESS THAN 20,000 SF - NO STORMWATER PROPOSED
REQUIRED NUMBER OF PARKING SPACES:
NO MIN. PARKING REQUIREMENT FOR DMX ZONING
PROPOSED NUMBER OF NEW PARKING SPACES: 0
SITE TO UTILIZE EX. ON-STREET PARKING ON CENTER STREET AND PUBLIC LOT AT INTERSECTION OF CENTER ST. AND MAIN ST.
BIKE SPACES REQUIRED: 5 PROPOSED: 6
SANITARY SEWER FLOW FOR DAYCARE:
25 GPD PER OCCUPANT: 6 TEACHERS, 1 DIRECTOR, 45 STUDENTS
52 OCCUPANTS (25 GPD) = 1,300 GPD
SITE CURRENTLY HAS AN EXISTING SEWER SERVICE
SITE CURRENTLY HAS AN EXISTING WATER SERVICE
NO NEW UTILITIES PROPOSED
SITE IS NOT WITHIN FEMA 100 YEAR FLOOD PLAIN.
SITE DOES NOT CONTAIN ANY NEUSE OR CAPE FEAR RIPARIAN BUFFER AREAS.
FIRE AND RESCUE DATA:
OCCUPANCY WILL BE CLASS "E"
CHILDREN ATTENDING HALF-DAY DAYCARE WILL BE NO YOUNGER THAN 2 YEARS 7 MONTHS OLD.
BUILDING WILL NOT BE SPRINKLERED.
FIRE RATED SEPARATION WILL BE REQUIRED BETWEEN THE TWO OCCUPANCY TYPES.
ALL WORK AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS
CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION OF THIS PROJECT CAN BEGIN. ALSO, ALL DEVELOPMENT FEES (ACREAGE, FEE-IN-LIEU OF ASSESSMENT, AND INSPECTION FEES) ARE DUE PRIOR TO FINAL CONSTRUCTION DRAWING APPROVAL
CONTRACTOR SHALL VERIFY THE ABOVE AND BELOW GROUND LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION
CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY CONFLICTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY AND/OR AUTHORITY
CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION

NOTE:

TO CONTROL DUST FROM EXISTING GRAVEL AREA TO REMAIN: GRAVEL AREA TO BE TREATED WITH A 35% CALCIUM CHLORIDE SOLUTION MIXED WITH WATER AND SPRAYED OVER SURFACE AREA.
OWNER SHALL PERIODICALLY INSPECT THE GRAVEL AREA TO DETERMINE WHEN ADDITIONAL TREATMENTS ARE REQUIRED TO CONTROL ANY POSSIBLE DUST.

DEVELOPMENT PLAN
FOR
EXPLORA DISCOVERY SCHOOL
109 E. CENTER STREET
HOLLY SPRINGS, NORTH CAROLINA
PROJECT 23-DP-15/PLDP202300298

Landscape Architect:
Bratton Landscape Architecture
Jack Bratton
1431 Trinity Rd.
Raleigh, NC 27607
(919) 233-9123
brattonla@outlook.com



THOMPSON and ASSOCIATES, P.A.

153 HOLLY SPRINGS ROAD
HOLLY SPRINGS, N.C. 27540
TEL. 919.577.0808 FAX 919.577.0609

REVISIONS:

PLAN PREPARATION DATE	NO.	DATE	DESCRIPTION	BY
		11/20/23	1ST PRELIM. SUBMITTAL	MTH/RLM
	1	02/23/24	2ND PRELIM. SUBMITTAL	MTH/RLM
	2	03/29/24	3RD PRELIM. SUBMITTAL	MTH/RLM
	3	05/17/24	4TH PRELIM. SUBMITTAL	MTH/RLM
	4	06/06/24	5TH PRELIM. SUBMITTAL	MTH/RLM



PRELIMINARY DRAWING
FOR REVIEW ONLY

OWNERS:
SARAH & SETH JANDORA
109 E. CENTER ST.
HOLLY SPRINGS, NC 27540

GENERAL UTILITY NOTES:

ALL WORK, PLACEMENT, LOCATION, INSTALLATION, AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION.
CONTRACTOR SHALL VERIFY THE LOCATION, ABOVE AND BELOW GROUND, OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY CONFLICTING UTILITIES WITH THE APPROPRIATE AUTHORITIES.
CONTRACTOR SHALL INFORM THE TOWN OF HOLLY SPRINGS AND THE ENGINEER OF ANY CONFLICTING UTILITIES. ELECTRIC SERVICE TO THE BUILDING SHALL BE COORDINATED WITH THE APPROPRIATE ELECTRICAL SERVICING AUTHORITY.
BUILDING WILL NOT BE SPRINKLERED NOR HAVE FIRE DEPT. CONNECTIONS NO IRRIGATION PROPOSED

ALL WORK, MATERIALS, PLACEMENT, AND INSTALLATION SHALL BE AS PER THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS. CONTRACTOR TO OBTAIN COPY.

ALL MATERIALS, INSTALLATION, AND PLACEMENT OF ALL UTILITIES SHALL BE AS PER THE TOWN OF HOLLY SPRINGS STDS. AND SPECS.

CONTRACTOR TO VERIFY THE LOCATION (ABOVE AND BELOW GROUND) OF ALL EXISTING UTILITIES. THIS LOCATION SHALL BE DONE PRIOR TO CONSTRUCTION. IF REQUIRED, DUE TO CONFLICTS, THE CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY UTILITIES WITH THE APPROPRIATE AUTHORITIES.

DB 18808 / 530

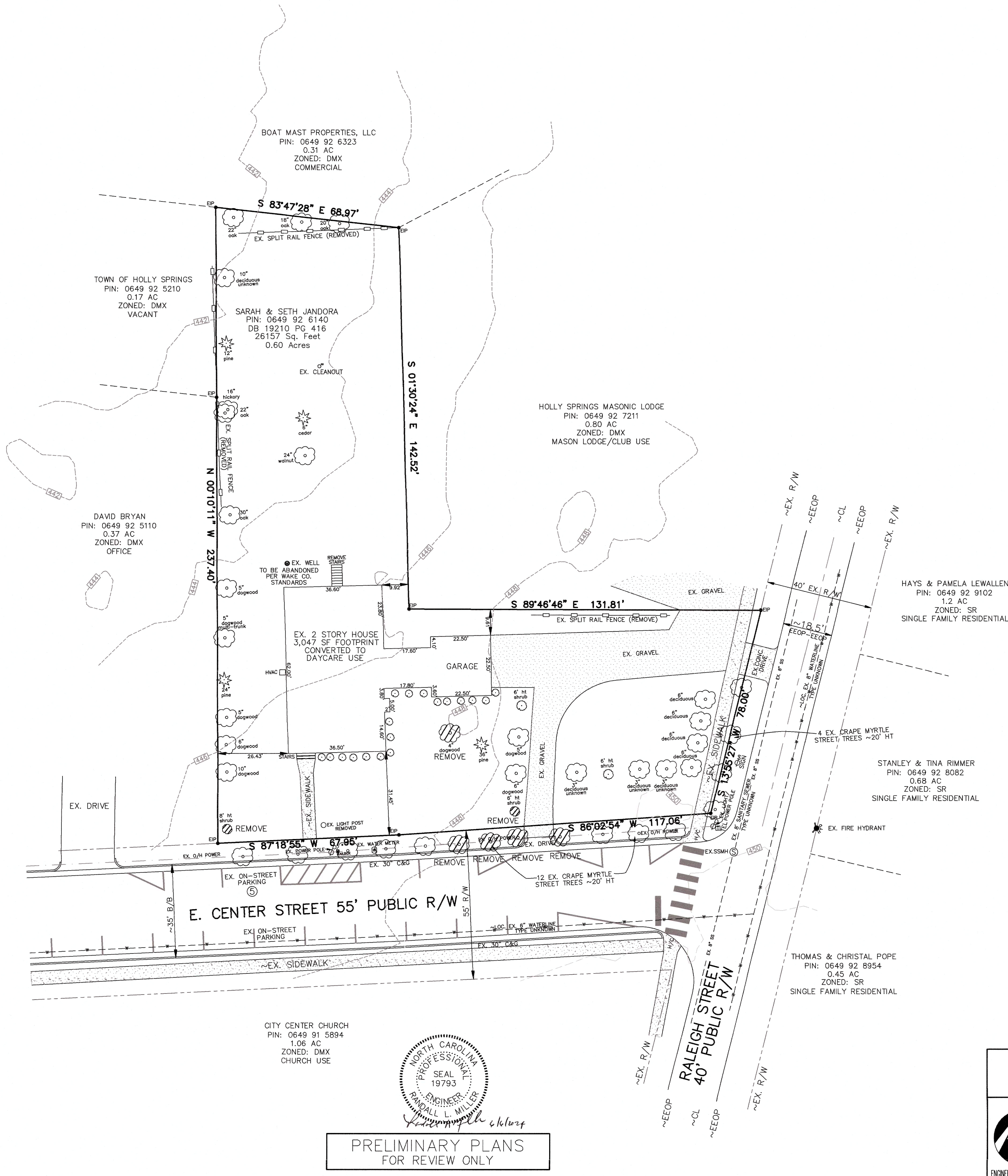
LEGEND:

- EIP EXISTING IRON PIPE
- ◻ ECM EXISTING CONCRETE MONUMENT
- ⊙ EXISTING POWER POLE W/ LIGHT
- ⊙ EXISTING WATER METER/SERVICE
- ⊙ EXISTING SANITARY SEWER MANHOLE
- ⊙ EXISTING GUY WIRE
- ⊙ EX. TELEPHONE PEDESTAL
- ⊙ EX. WELL
- ⊙ EX. MAILBOX
- ⊙ EX. SIGN

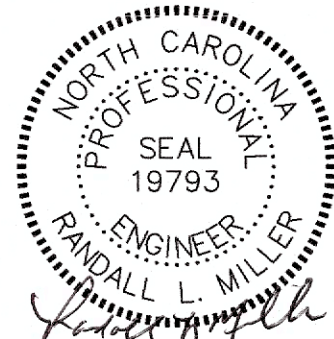
REFERENCES:

SURVEY BY S.D. PUCKETT & ASSOCIATES
DB 19210 PG. 416 DB 18808 PG. 530
WAKE COUNTY GIS

TOPO FROM WAKE CO. GIS
CONTOUR INTERVAL 2'



ACCORDING TO FEMA MAP #1720064900J
DATED MAY 2, 2006 THE PROPERTY IS
OUTSIDE THE FEMA FLOOD PLAIN.



PRELIMINARY PLANS
FOR REVIEW ONLY

SHEET 1

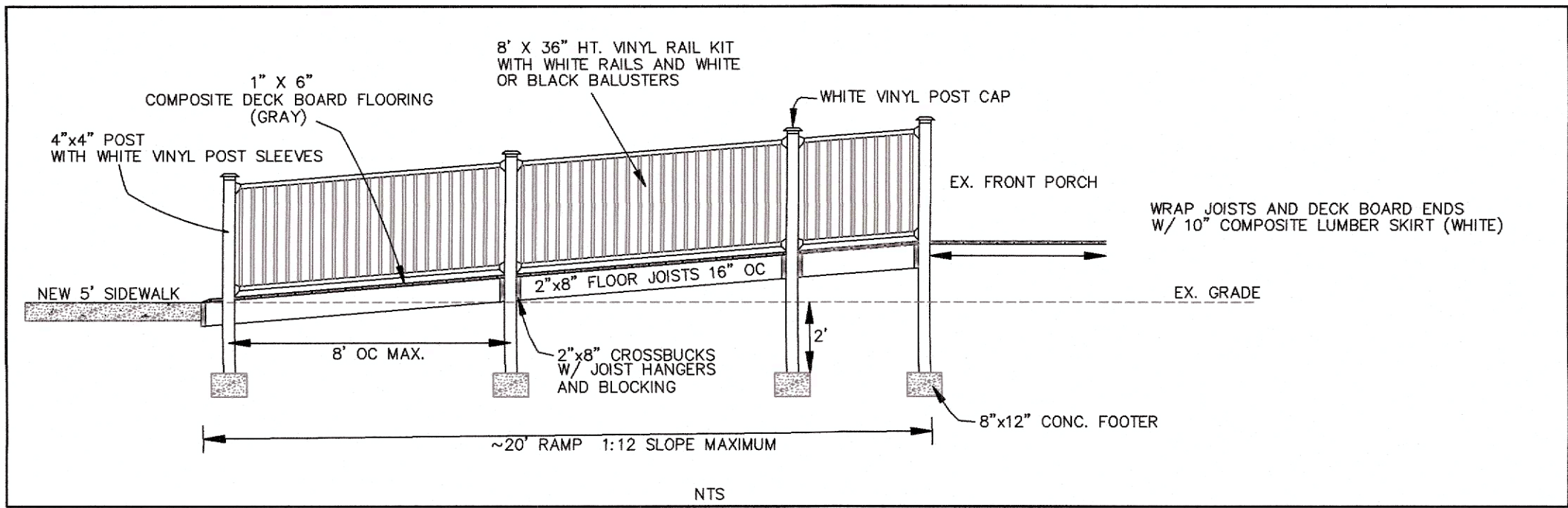
EXPLORA DISCOVERY SCHOOL
EXISTING CONDITIONS PLAN
109 E. CENTER STREET



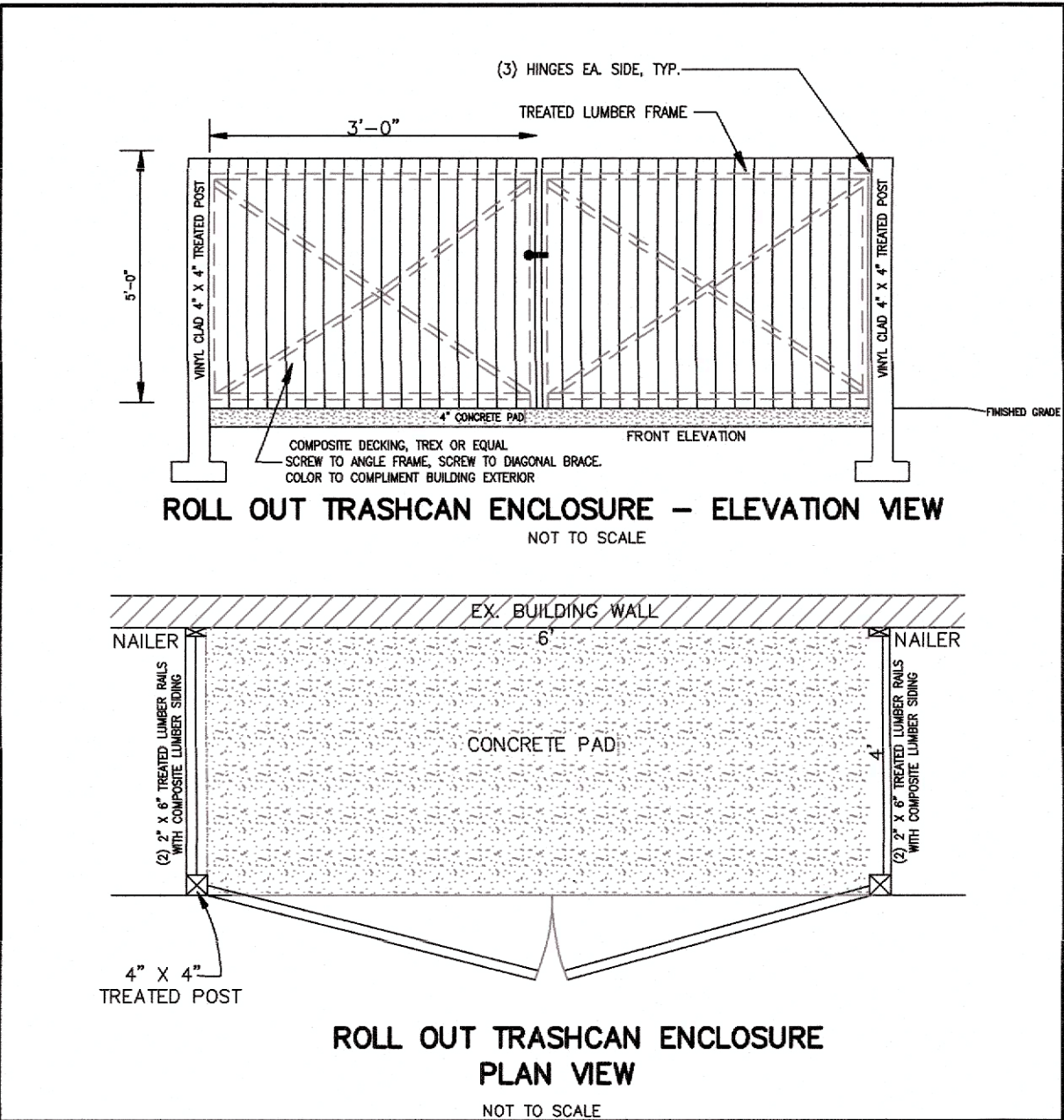
THOMPSON & ASSOCIATES
CO. LICENSE NO. C-0343
1149 EXECUTIVE CIRCLE
SUITE 0 UNIT 2
CARY, NC 27511
(919) 465-1566
FAX (919) 465-1585

ENGINEERING SURVEYING LAND PLANNING

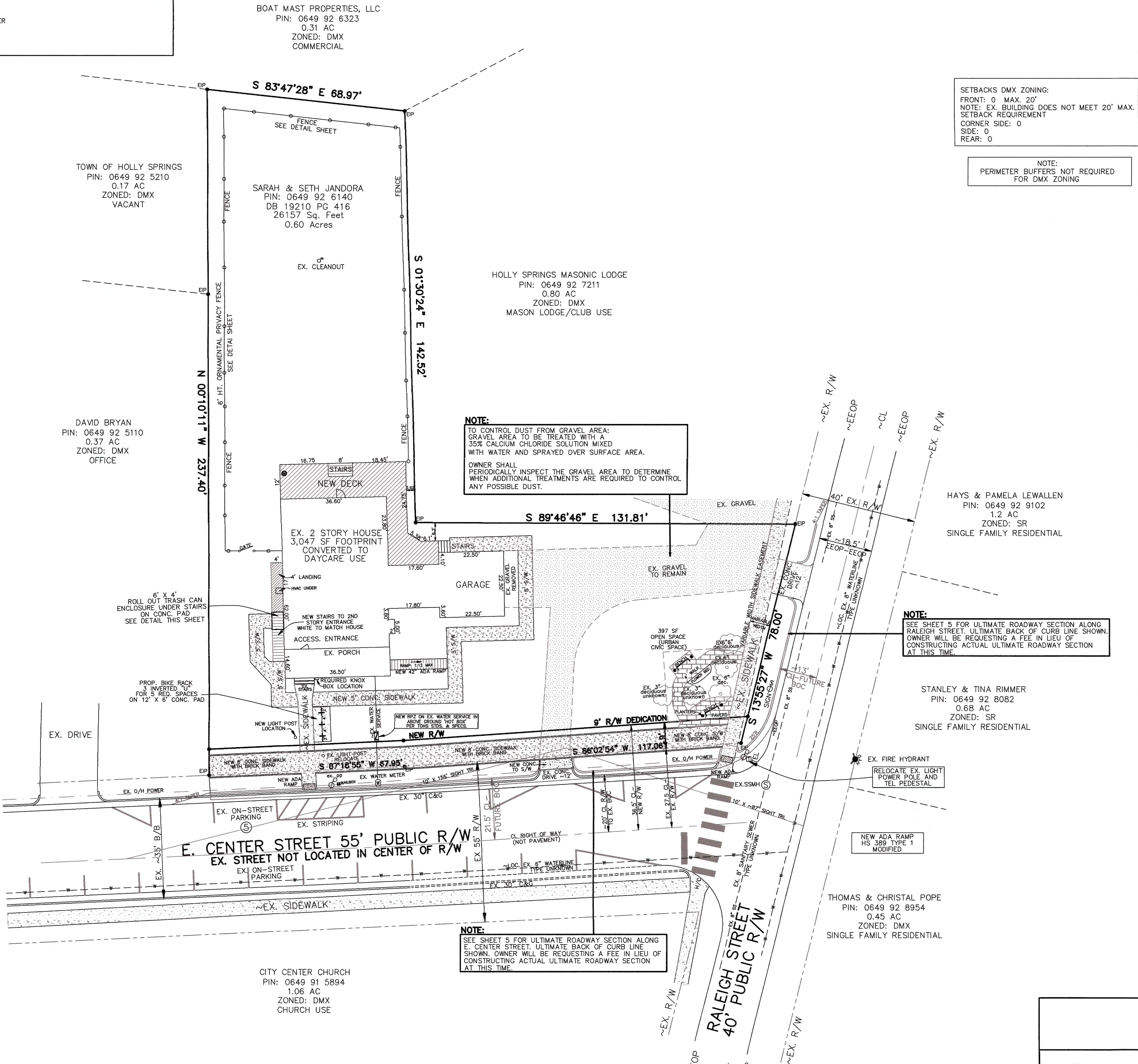
HOLLY SPRINGS TOWNSHIP WAKE COUNTY NORTH CAROLINA		
OWNER: SARAH JANDORA	ZONED DMX	
DATE 8/21/23	DRAWN MTH	JOB NO. 20--
SCALE 1" = 20'	SURVEYED OTHERS	DWG: 109 CENTER ST- EX-2000
REVISIONS: 2/20/24 5/17/24 6/6/24	PIN: 0649 92 6140	



HANDICAP RAMP DETAIL



ACCORDING TO FEMA MAP #3720064900J
DATED MAY 2, 2006 THE PROPERTY IS
OUTSIDE THE FEMA FLOOD PLAIN.



PRELIMINARY SITE DATA:
OWNERS: SARAH & SETH JANDORA
109 E. CENTER ST.
HOLLY SPRINGS, NC 27540
SITE ADDRESS: 109 E. CENTER ST.
HOLLY SPRINGS, NC 27540
DB 19210 PG 416
TOTAL SITE ACREAGE: 26,157 SF 0.60 AC
9' R/W DEDICATION CENTER ST. FRONTAGE: 1,675 SF
NET TRACT SIZE: 24,482 SF 0.562 AC
PIN: 0649 92 6140
REID: 0016216
ZONING: DMX
EXISTING USE: VACANT RESIDENCE
PROPOSED USE: DAYCARE
HOURS OF OPERATION: EITHER MON-FRI 8:30 a.m. - 12:30 p.m. or MON-FRI 9:00 a.m. - 12:45 p.m.
OWNERS TO COORDINATE HOURS WITH ADJACENT CHURCH TO ALTERNATE HOURS OF OPERATION.
EXISTING BUILDING FOOTPRINT: ~3047 SF
EXISTING IMPERVIOUS AREA: 6,023 SF (TOTAL)
CONCRETE AND GRAVEL: 2,976 sf
HOUSE: 3,047 SF
EXISTING IMPERVIOUS AREA PERCENTAGE: 24.60%
PROPOSED ADDITIONAL IMPERVIOUS AREA 1,264 SF (SIDEWALK, PAVERS AND CONCRETE OUTSIDE OF EX. GRAVEL AREA)
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PROPOSED SITE IMPERVIOUS AREA PERCENTAGE: 29.77%
REQUIRED OPEN SPACE @ 1.0% OF SITE = 0.1(26,157 SF) = 262 SF
PROPOSED OPEN SPACE = 397 SF
OPEN SPACE TO BE URBAN CIVIC SPACE
URBAN CIVIC SPACE OF 397 SF PROVIDED IS A 50% INCREASE OF 262 SF REQUIRED AND MEETS PUBLIC REALM REQUIREMENT (8.3.B.9)
PROPOSED DISTURBED/DENUDED AREA = ~2500 SF
DISTURBED AREA LESS THAN 20,000 SF - NO STORMWATER PROPOSED
REQUIRED NUMBER OF PARKING SPACES:
NO MIN. PARKING REQUIREMENT FOR DMX ZONING
PROPOSED NUMBER OF NEW PARKING SPACES: 0
SITE TO UTILIZE EX. ON-STREET PARKING ON CENTER STREET AND PUBLIC LOT AT INTERSECTION OF CENTER ST. AND MAIN ST.
BIKE SPACES REQUIRED: 5 PROPOSED: 6
SANITARY SEWER FLOW FOR DAYCARE:
25 GPD PER OCCUPANT; 6 TEACHERS, 1 DIRECTOR, 45 STUDENTS
52 OCCUPANTS (25 GPD) = 1,300 GPD
SITE CURRENTLY HAS AN EXISTING SEWER SERVICE
SITE CURRENTLY HAS AN EXISTING WATER SERVICE
NO NEW UTILITIES PROPOSED
SITE IS NOT WITHIN FEMA 100 YEAR FLOOD PLAIN.
SITE DOES NOT CONTAIN ANY NEUSE OR CAPE FEAR RIPARIAN BUFFER AREAS.
FIRE AND RESCUE DATA:
OCCUPANCY WILL BE CLASS "E"
CHILDREN ATTENDING HALF-DAY DAYCARE WILL BE NO YOUNGER THAN 2 YEARS 7 MONTHS OLD.
BUILDING WILL NOT BE SPRINKLERED.
FIRE RATED SEPARATION WILL BE REQUIRED BETWEEN THE TWO OCCUPANCY TYPES.
ALL WORK AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS
CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION OF THIS PROJECT CAN BEGIN. ALSO, ALL DEVELOPMENT FEES (APPROPRIATE FEE-IN-LIEU OF ASSESSMENT, AND INSPECTION FEES) ARE DUE PRIOR TO FINAL CONSTRUCTION DRAWING APPROVAL.
CONTRACTOR SHALL VERIFY THE ABOVE AND BELOW GROUND LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY CONFLICTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY AND/OR AUTHORITY.
CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION.

NOTE:
NEW ADDRESS LETTERING FOR BUILDING
MUST BE MIN. 6" IN HT.

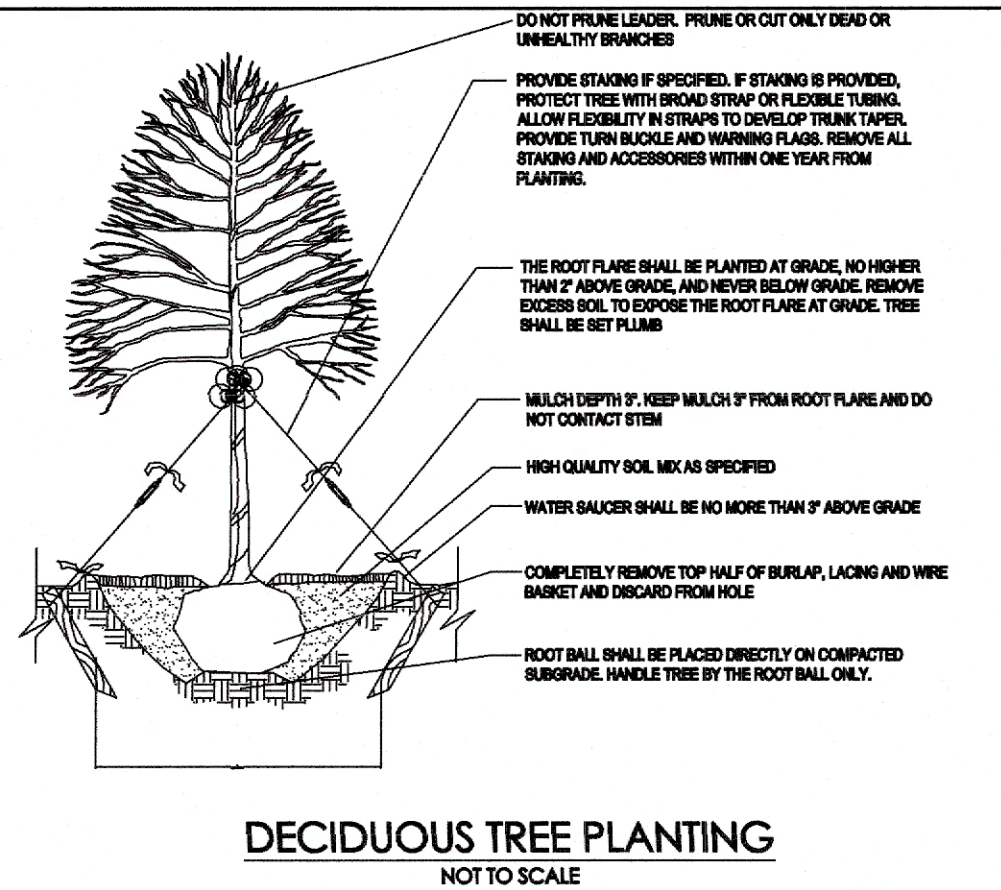


PRELIMINARY PLANS
FOR REVIEW ONLY

SHEET 2

EXPLORA DISCOVERY SCHOOL SITE PLAN WITH UTILITIES 109 E. CENTER STREET			
THOMPSON & ASSOCIATES CO. LICENSE NO. C-0343 1149 EXECUTIVE CIRCLE SUITE D UNIT 2 CARY, NC 27511 (919) 465-1566 FAX (919) 465-1585		HOLLY SPRINGS TOWNSHIP WAKE COUNTY NORTH CAROLINA	
OWNER: SARAH JANDORA	ZONED DMX		
DATE: 8/21/23	DRAWN MTH	JOB NO. 20-	
SCALE 1" = 20'	SURVEYED OTHERS	DWG: 109 CENTER ST- EX-20	
REVISIONS: 2/20/24 3/29/24 5/17/24 6/5/24	PIN: 0649 92 6140		

STREET TREE REQUIREMENTS:
MORE THAN 20' FRONT SETBACK (~31')
1 TREE PER 50-65 LF
CENTER ST. FRONTAGE: 185 LF
STREET TREES REQUIRED: $185 \text{ LF} / 65 = 2.85$ (3 TREES)
3 OF REMAINING 8 EX. CRAPE MYRTLE STREET TREES USED TO MEET REQUIREMENT
RALEIGH ST. FRONTAGE: 78 LF
STREET TREES REQUIRED: $78 \text{ LF} / 65 = 1.2$ (1 TREE)
1 OF 4 EX. CRAPE MYRTLE STREET TREES USED TO MEET REQUIREMENT



THE OWNER SHALL BE RESPONSIBLE FOR:

- > THE MAINTENANCE OF ALL REQUIRED LANDSCAPING BY KEEPING LAWNS MOWED, ALL PLANTS MAINTAINED AS DISEASE FREE, ALL PLANTING BEDS CLEAN AND FREE OF WEEDS, TRASH, DEBRIS, AND ALL PLANTS FREE OF NATURAL VEGETATION (I.E., THICKETS), AND KEPT FREE FROM TRASH, DEBRIS AND OTHER OBJECTIONABLE MATERIALS;
- > THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE DATE OF PLANTING. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON; AND, THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL BY THE PRESERVER SHALL BE THE RESPONSIBILITY OF THE OWNER. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.

1. ALL LANDSCAPED AND LAWN AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TORSOL.
2. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
3. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR Balled and Burlapped as Indicated in the PLANT LIST.
4. ALL TREES SHALL HAVE A STRAIGHT TRUNK AND FULL HEAD AND MEET ALL REQUIREMENTS SPECIFIED.
5. ALL LAWN AREAS SHALL BE SEEDED WITH REBEL, IN FILL, FESCUE SEED OR APPROVED EQUIV.
6. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
7. ALL TREES MUST BE GATED OR STAKED AS SHOWN IN THE DETAILS.
8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXISTING BUREAU UTILITY LINES SHOWN ON THE PLANS ARE VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BEFORE DELIVERY AND PLANTING FOR PREPARATIONS TO MAINTAIN HEALTHY PLANT CONDITIONS.
11. THE CONTRACTOR SHALL COMPLETELY GUARANTEE AND BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANTS AND LAWN FOR A ONE YEAR GROWING PERIOD.
12. ALL MATERIAL MATERIAL, WHICH IS DISEASED, DISTRESSED, DEAD, SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
13. STANDARDS SET FORTH IN MAINESSA STANDARD FOR MAINTENANCE OF PLANT MATERIALS AND PLANTING SHALL BE USED FOR ALL PLANT MATERIALS.
14. WHERE SHOWN ON THE PLANS AND DETAILS, PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH A MINIMUM 4" OF TRIPLE SIEVED HARDWOOD MULCH.
15. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
16. ALL PLANT MATERIALS SHALL BE GRADUALLY ACCLIMATIZED TO LOCAL CLIMATE AND SOIL CONDITIONS. PLANTING OF BARRICADES IS TO BE FORMED TO PROTECT PLANT MATERIALS.
17. ALL PLANT MATERIALS SHALL BE GRADUALLY FOR PROTECTIVE DRAINAGE WITH ALL LOW SPOTS ALLOWING WATER TO BE TRAPPED BEFORE THE CURB.

ACCORDING TO FEMA MAP #3720064900J
DATED MAY 2, 2006 THE PROPERTY IS
OUTSIDE THE FEMA FLOOD PLAIN.



DB 18808/530

N1
NO PERIMETER BUFFER REQUIRED IN DMX ZONING
DECIDUOUS TREES PLANTED @ 40 OC REQUIRED
68.97' LF INCREMENT
 $68.97' / 40 = 1.74$ (2) TREES REQUIRED
2 EX. DECIDUOUS TREES WILL BE USED TO MEET REQUIREMENT

TOWN OF HOLLY SPRINGS
PIN: 0649 92 5210
0.17 AC
ZONED: DMX
VACANT

W1
NO PERIMETER BUFFER REQUIRED IN DMX ZONING
DECIDUOUS TREES PLANTED @ 40 OC REQUIRED
237.4' LF INCREMENT
 $237.4' / 40 = 5.94$ (6) TREES REQUIRED
K. DECIDUOUS TREES WILL BE USED TO MEET REQUIREMENT

DAVID BRYAN
PIN: 0649 92 5110
0.37 AC
ZONED: DMX
OFFICE

SYMBOL

 **EX. DECIDUOUS TREE**

 **EX. EVERGREEN TREE**

 **EX. SHRUB**

SYMBOL	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	%
TREES 	CF	1	CORNUS FLORIDA	DOGWOOD	2.5" CAL., 12 HT.	PERIMETER @ 47' O.C.	12.5%
	AB	1	ACER BUERGERIANUM	TRIDENT MAPLE	2.5" CAL., 12 HT.	PERIMETER @ 47' O.C.	12.5%
	CC	1	CERCIS CANADENSIS	REDBUD	2.5" CAL., 12 HT.	PERIMETER @ 47' O.C.	12.5%
	CV	1	CHIONANTHUS VIRGINICUS	FRINGETREE	2.5" CAL., 12 HT.	PERIMETER @ 47' O.C.	12.5%
	QS	1	QUERCUS SHUMARDII	SHUMARD OAK	2.5" CAL., 12 HT.	PERIMETER @ 47' O.C.	12.5%
	QP	1	QUERCUS PHELLOS	WILLOW OAK	2.5" CAL., 12 HT.	PERIMETER @ 47' O.C.	12.5%
	HC	2	HALESIA CAROLINA	CAROLINA SILVERBELL	2.5" CAL., 12 HT.	PERIMETER @ 47' O.C. FOUNDATION	25%
		TOTAL 8					
SHRUBS 	ICBN	6	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	24"	FOUNDATION TRASH/RVAC SCREEN	24%
	ICC	6	ILEX CORNUTA 'CARISSA'	CARISSA HOLLY	24"	FOUNDATION	24%
	ICR	6	ILEX CORNUTA 'ROTUNDA'	ROTUNDA HOLLY	24"	FOUNDATION	24%
	IG	4	ILEX GLABERRIMA	INKBERRY HOLLY	24"	FOUNDATION	16%
	LC	3	LOROPETALUM CHINENSE	LOROPETALUM	24"	FOUNDATION	12%
		TOTAL 25					24%

FENCED REAR YARD PLANTED TO FOUNDATION AREA REQUIREMENTS: 383 LF(.25) = 96 LF
CANOPY TREES REQUIRED: 1/75(96) LF = 1.28 (1 TREE)
TREES PROVIDED: 1
LARGE SHRUBS REQUIRED: 96 LF/5 = 19.2 (19 SHRUBS)
SHRUBS PROVIDED: 19
TREE/SHRUBS PLANTED AROUND FOUNDATION AND REAR DECK AREA
SEE PLAN

NOTE: SEE SHEET 5 FOR ULTIMATE ROADWAY SECTION ALONG RALEIGH STREET. ULTIMATE BACK OF CURB LINE SHOWN. OWNER WILL BE REQUESTING A FEE IN LIEU OF CONSTRUCTING ACTUAL ULTIMATE ROADWAY SECTION AT THIS TIME.

STANLEY & TINA RIMMER
PIN: 0649 92 8082
0.68 AC
ZONED: SR
SINGLE FAMILY RESIDENTIAL

E1
NO PERIMETER BUFFER REQUIRED IN DMX ZONING
DECIDUOUS TREES PLANTED @ 40 OC REQUIRED
78 LF INCREMENT - 12 LF EX. DRIVEWAY = 66 LF INCREMENT
66/40 = 1.65 (2) TREES REQUIRED
4 EX. DECIDUOUS TREES WILL BE USED TO MEET REQUIREMENT

INTERIOR VEHICLE PARKING
NO PARKING PROPOSED

VEHICLE SCREEN
NO PARKING PROPOSED
NO SCREEN REQUIRED

SHEET 3

**EXPLORA DISCOVERY SCHOOL
LANDSCAPE PLAN
109 E. CENTER STREET**



THOMPSON & ASSOCIATES
CO. LICENSE NO. C-0343
1149 EXECUTIVE CIRCLE
SUITE D UNIT 2
CARY, NC 27511
(919) 465-1566
FAX (919) 465-1585

HOLLY SPRINGS TOWNSHIP				WAKE COUNTY		NORTH CAROLINA	
OWNER: SARAH JANDORA					ZONED DMX		
DATE 8/21/23		DRAWN MTH		JOB NO. 20-			
SCALE 1" = 20'		SURVEYED OTHERS		DWG: 109 CENTER ST- SECOND			
REVISIONS: 2/20/24 5/13/24 6/5/24			PIN: 0649 92 6140				

PRELIMINARY PLANS
FOR REVIEW ONLY



6' HT. REAR YARD FENCE DETAIL

Standard Amenity Zone Furnishings

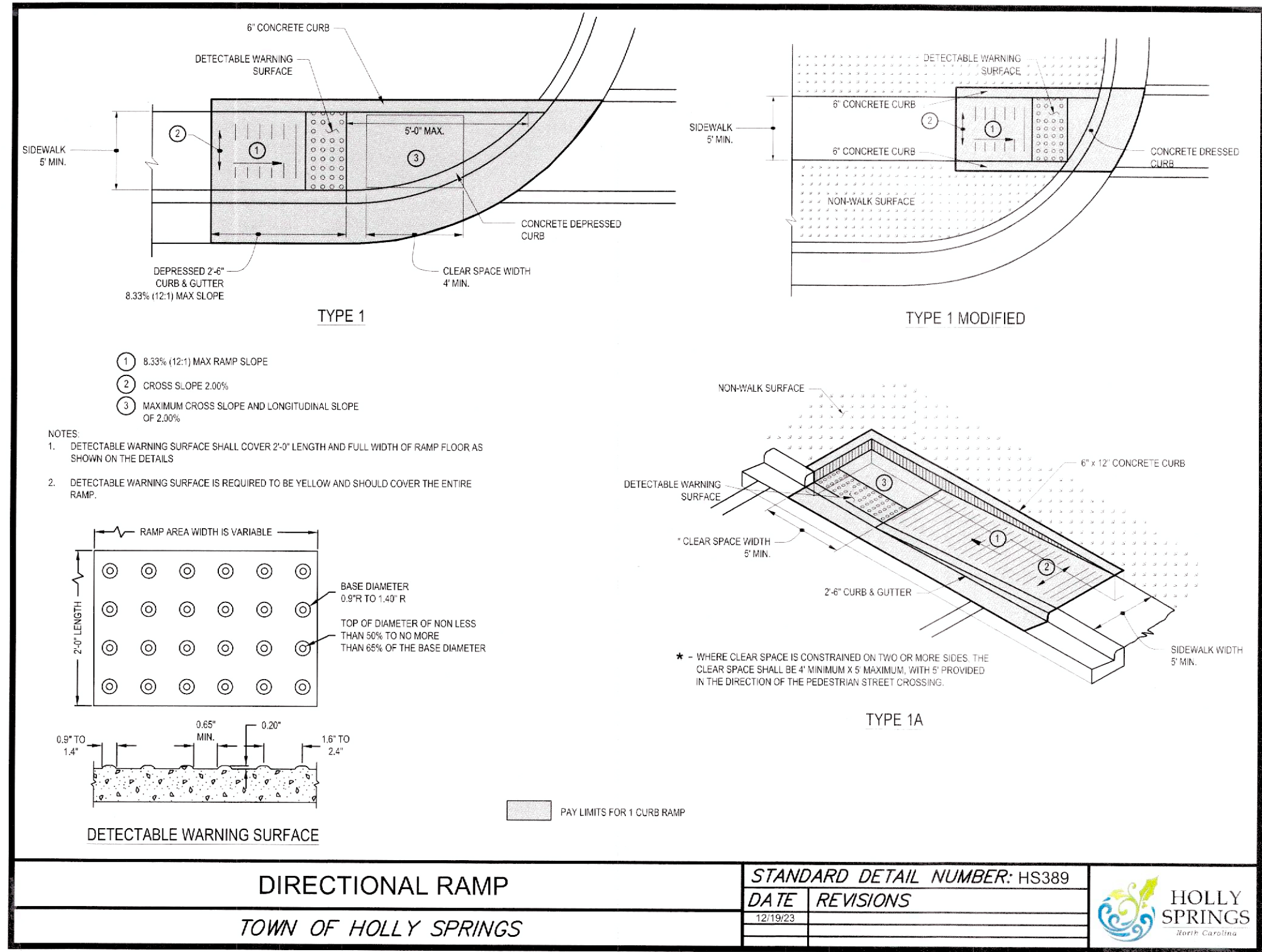
Bench
Manufacturer: Victor Stanley
Model Number: CR-138
Length: 4' or 6'
Color: Black



Litter and Recycling Receptacle
Manufacturer: Victor Stanley
Model Number: SD-42, side opening
Options: Dome lid, plastic liner
Color: Black (litter), Blue (recycling)

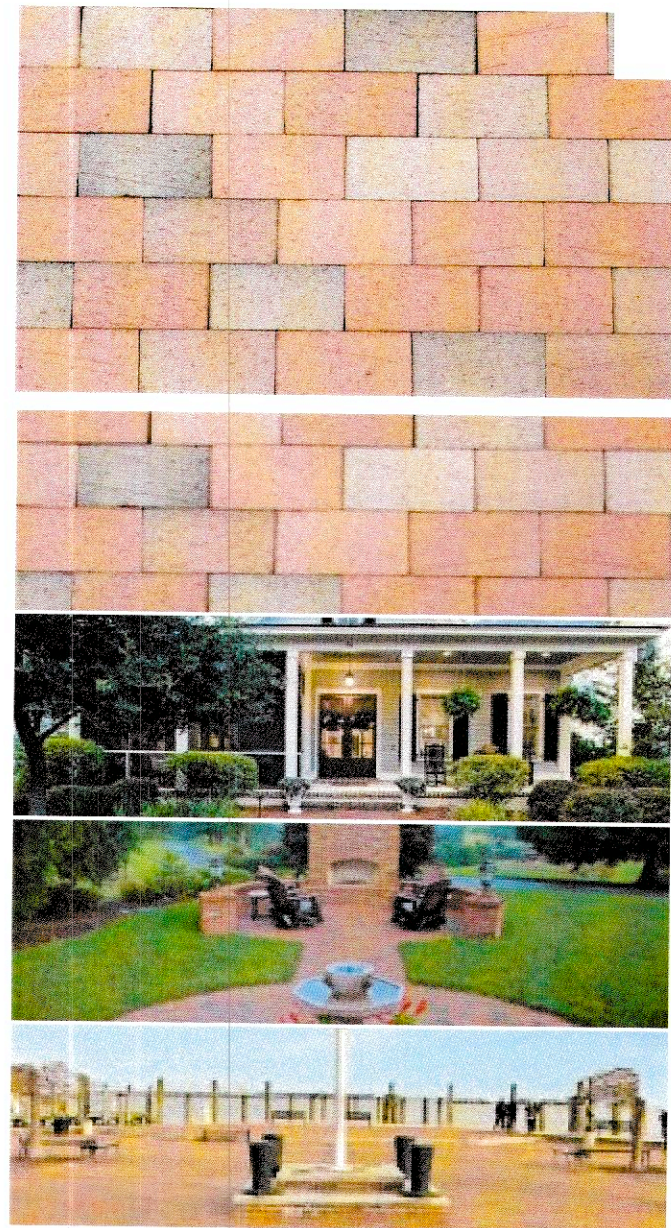


Planter
Manufacturer: Victor Stanley
Model Number: S-24
Options: Plastic liner
Color: Black



Pathway Full Range

[Go Back](#)



North Carolina Plant

Our most popular paver, Pathway FR 4x8, is a traditional wire-cut square-edge clay paver. The firing process produces a beautiful blend of roughly seventy percent red pavers with the balance being a range of dark charcoal colors. The dimensions are 4" by 8" by 2.25" thick. Available in modular in both 2.25" and 1-3/8" thickness.

The paver complies with ASTM C902, Class SX, Type I, Application PX and ASTM C67 for Freeze/Thaw. Heavy Vehicular pavers comply with ASTM C1272.

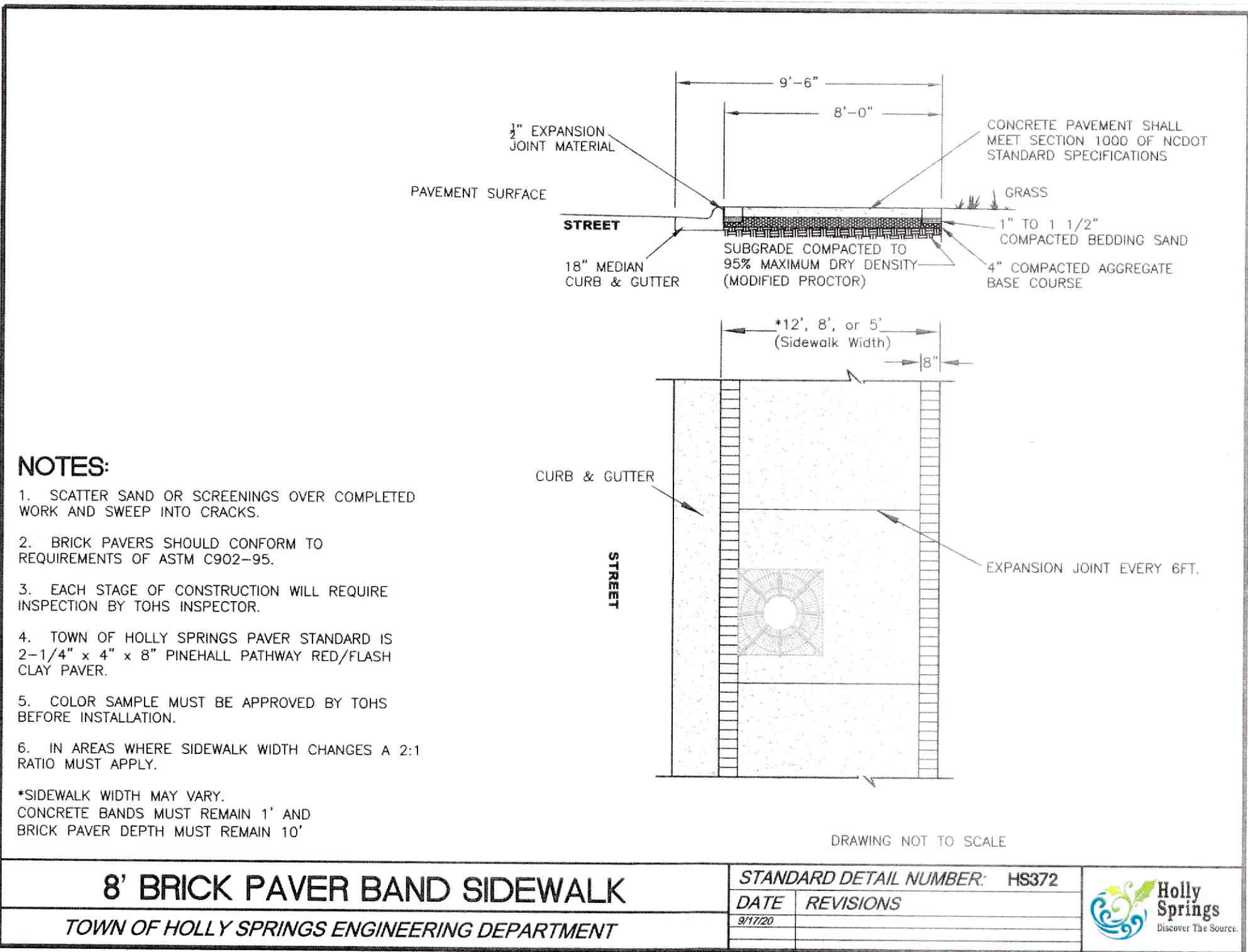
For our similar paver in 1-3/8 thickness see [Brookstown FR 4x8](#)

Now available in 1/2" thick [Paver Tiles](#). Perfect for interior use!

[Test Reports - 4 x 8 x 2.25](#)

[Paver Product Specs](#)

PINE HALL BRICK PAVER DETAIL FOR URBAN CIVIC SPACE



SHEET 4

EXPLORA DISCOVERY SCHOOL DETAIL SHEET 109 E. CENTER STREET			
	THOMPSON & ASSOCIATES CO. LICENSE NO. C-0343 1149 EXECUTIVE CIRCLE SUITE D UNIT 2 CARY, NC 27511 (919) 465-1566 FAX (919) 465-1585		
	HOLLY SPRINGS TOWNSHIP WAKE COUNTY NORTH CAROLINA		
	OWNER: SARAH JANDORA	ZONED DMX	
	DATE 8/21/23	DRAWN MTH	JOB NO. 20-
NO SCALE	SURVEYED OTHERS		
	DWG: 109 CENTER ST- EX-000		
REVISIONS:		PIN: 0649 92 6140	

DB 18808/5530

DAVID BRYAN
PIN: 0649 92 5110
0.37 AC
ZONED: DMX
OFFICE

HAYS & PAMELA LEWALLEN
PIN: 0649 92 9102
1.2 AC
ZONED: SR
SINGLE FAMILY RESIDENTIAL

STANLEY & TINA RIMMER
PIN: 0649 92 8082
0.68 AC
ZONED: SR
SINGLE FAMILY RESIDENTIAL

THOMAS & CHRISTAL POPE
PIN: 0649 92 8954
0.45 AC
ZONED: DMX
SINGLE FAMILY RESIDENTIAL

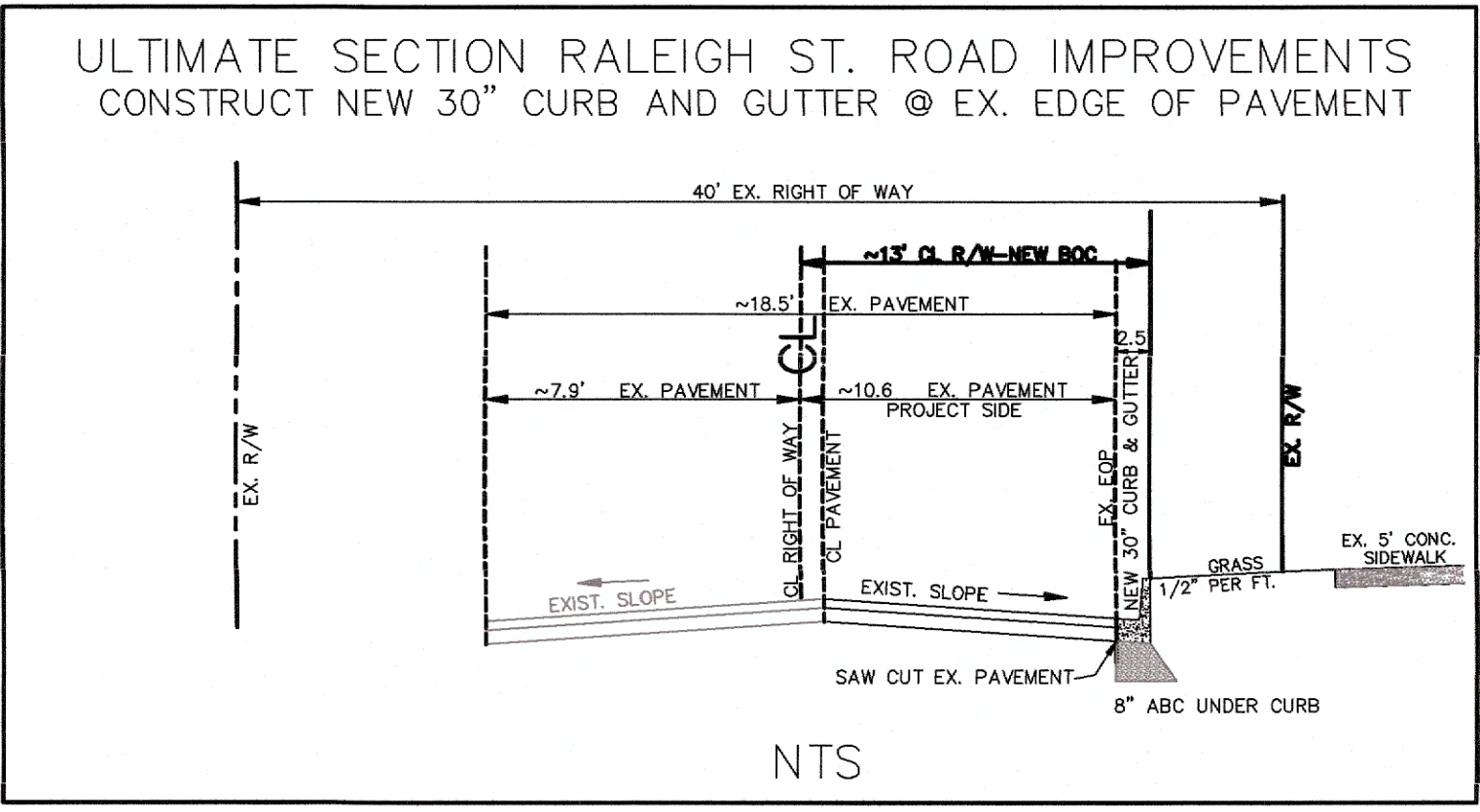
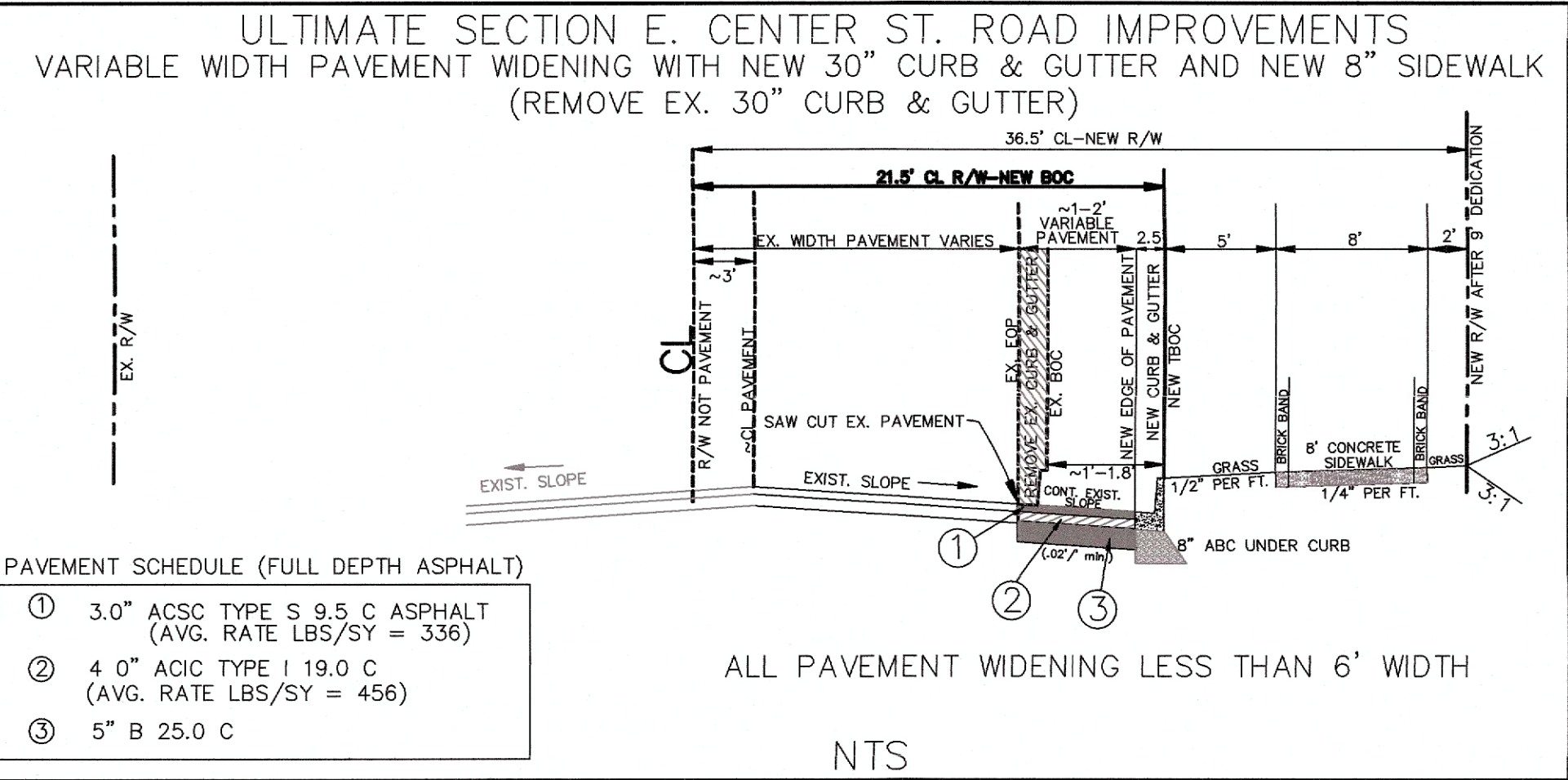
CITY CENTER CHURCH
PIN: 0649 91 5894
1.06 AC
ZONED: DMX
CHURCH USE

ULTIMATE ROADWAY SECTION E. CENTER ST.
HOLLY SPRINGS UC-1B
1/2 OF 43' B/B WITH 8' SIDEWALK
INSIDE 73' RIGHT-OF-WAY
TWO-WAY WITH ON STREET PARKING

DEVELOPER REQUESTS A FEE-IN-LIEU
OF 177 LF OF NEW 30" CONCRETE
CURB AND GUTTER AND 334 SF OF
NEW ASPHALT

DEVELOPER REQUESTS A FEE-IN-LIEU
OF 86 LF OF NEW 30" CONCRETE
CURB AND GUTTER AND 12 SF OF
NEW ASPHALT TAPER

ULTIMATE SECTION RALEIGH ST. ROAD IMPROVEMENTS
CONSTRUCT NEW 30" CURB AND GUTTER @ EX. EDGE OF PAVEMENT



PRELIMINARY PLANS
FOR REVIEW ONLY

SHEET 5

**EXPLORA DISCOVERY SCHOOL
E. CENTER STREET AND RALEIGH STREET
ULTIMATE ROADWAY IMPROVEMENTS - FEE IN LIEU REQUEST**

	THOMPSON & ASSOCIATES CO. LICENSE NO. C-0343 1149 EXECUTIVE CIRCLE SUITE D UNIT 2 CARY, NC 27511 (919) 465-1566 FAX (919) 465-1585		HOLLY SPRINGS TOWNSHIP WAKE COUNTY NORTH CAROLINA	
	OWNER: SARAH JANDORA		ZONED: DMX	
	DATE: 8/21/23		DRAWN: MTH	
	SCALE: 1" = 10'		SURVEYED: OTHERS	
REVISIONS: 2/20/24 3/29/24 5/17/24 6/5/24		PIN: 0649 92 6140		

ENGINEERING SURVEYING LAND PLANNING

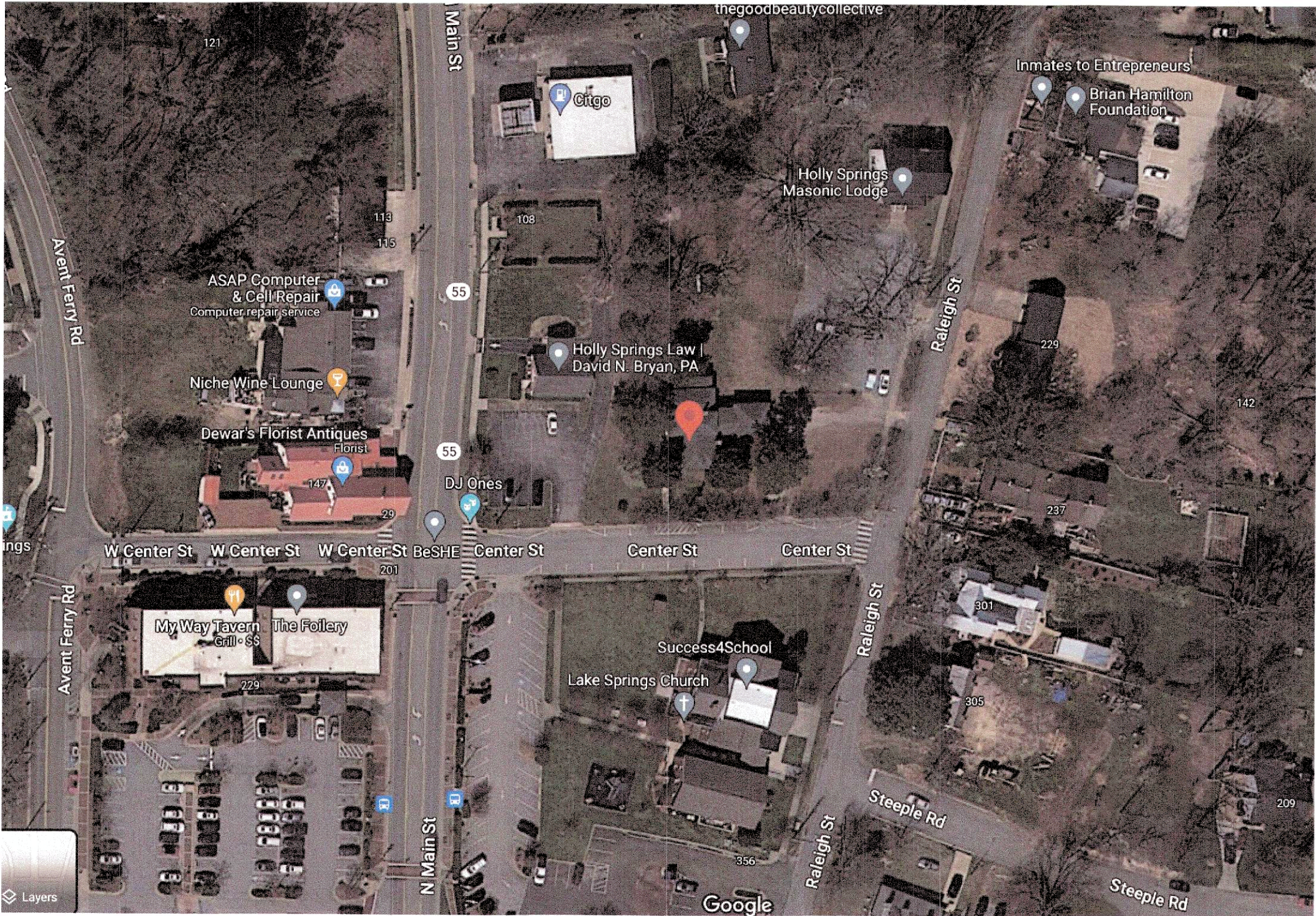


WEST FACING - SIDE EXTERIOR SOUTH FACING - FRONT EXTERIOR



EAST FACING - SIDE EXTERIOR EAST FACING - SIDE EXTERIOR CONT. EAST FACING - GARAGE SIDE NORTH FACING - REAR EXTERIOR

PHOTOGRAPHS OF EXISTING PROPERTY



AERIAL VIEW

TABLE OF CONTENTS: CONSTRUCTION DRAWINGS

COVER SHEET..... SHEET IN-100

EXISTING FLOOR PLAN WITH GENERAL MEASUREMENTS
FIRST LEVEL..... SHEET IN-100a

EXISTING FLOOR PLAN WITH GENERAL MEASUREMENTS
SECOND LEVEL..... SHEET IN-100b

EXISTING FLOOR PLAN AND DEMOLITION (FIRST LEVEL)..... SHEET IN-101

EXISTING FLOOR PLAN AND DEMOLITION (SECOND LEVEL)..... SHEET IN-102

NEW PROPOSED FLOOR PLAN (FIRST LEVEL)..... SHEET IN-103

NEW CONSTRUCTION PLAN (FIRST LEVEL))..... SHEET IN-104

NEW CONSTRUCTION PLAN (SECOND LEVEL))..... SHEET IN-105

NEW ELECTRICAL PLAN (FIRST LEVEL)..... SHEET IN-106

NEW ELECTRICAL PLAN (SECOND LEVEL)..... SHEET IN-107

NEW REFLECTED CEILING PLAN (FIRST LEVEL)..... SHEET IN-108

NEW REFLECTED CEILING PLAN (SECOND LEVEL)..... SHEET IN-109

NEW FINISH PLAN (FIRST LEVEL)..... SHEET IN-110

NEW FINISH PLAN (SECOND LEVEL)..... SHEET IN-111

ELEVATIONS AND SECTIONS

KITCHEN DRAWINGS..... SHEET IN-200

ADA BATHROOM (FIRST LEVEL) DRAWINGS SHEET IN-201

CHILDREN'S ADA BATHROOM (FIRST LEVEL) DRAWINGS..... SHEET IN-202

CLASSROOM TOILET ROOMS (NOT ADA) DRAWINGS SHEET IN-203

ADA BATHROOM (SECOND LEVEL) DRAWINGS..... SHEET IN-204

MAIN HALLWAY (FIRST LEVEL) ELEVATION C1..... SHEET IN-205

CLASSROOM 1 SINK ELEVATION A1..... SHEET IN-205

CLASSROOM 2 SINK ELEVATION A5..... SHEET IN-205

SITE PLAN

SITE PLAN (MAIN LEVEL) DESIGN CONCEPT..... SHEET IN-300

EXTERIOR ELEVATIONS

SOUTH FACING EXTERIOR ELEVATION SHEET IN-301

WEST AND NORTH FACING EXTERIOR ELEVATIONS..... SHEET IN-302

EAST FACING EXTERIOR ELEVATIONS..... SHEET IN-303



Giselle Signature Design, Inc.
giselle@gisellesig.com
www.gisellesig.com
(305) 439-2101

SEAL

PROJECT IDENTIFICATION

OWNERS:
SETH HACKATHORN &
SARAH JANDORA

109 E. CENTER STREET
HOLLY SPRINGS, NC 27540

ISSUE DATES

		JULY 21, 2023

PROJECT NUMBER

DRAWN BY GISELLE SARASA

SHEET TITLE

FLOOR PLAN

SHEET NUMBER

IN-100



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PROJECT NUMBER

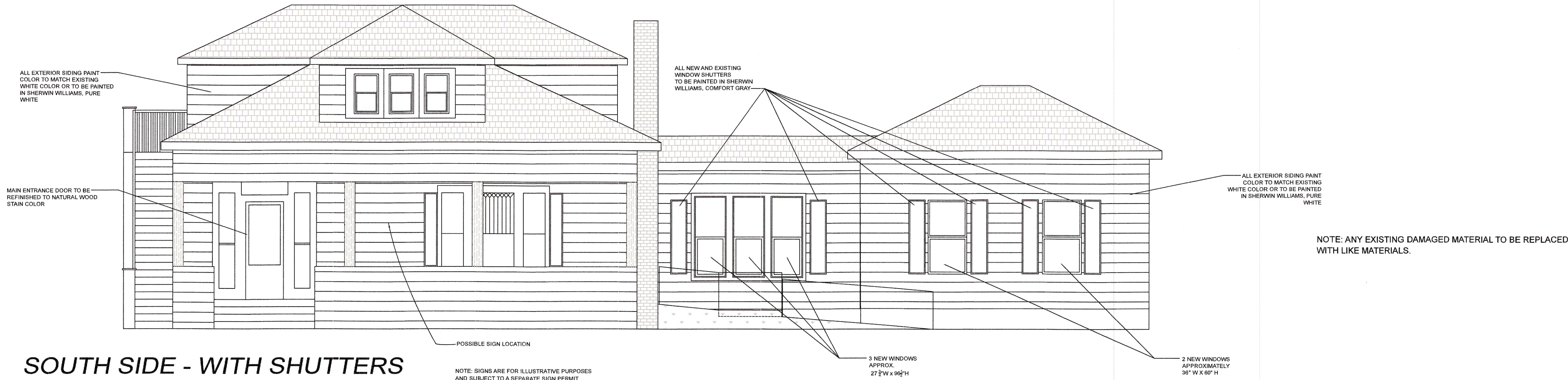
DRAWN BY GISELLE SARASA

SHEET TITLE

FLOOR PLAN

SHEET NUMBER

IN-301



ALL VISUALIZATIONS DEMONSTRATED ON THIS DOCUMENT ARE FOR ILLUSTRATIVE PURPOSES IN ORDER TO CONVEY A CONCEPTUAL DESIGN

ADA STANDARDS ARE REFERENCED FROM ACCESS-BOARD.GOV
HOLLY SPRINGS, NC HASN'T FULLY ADAPTED THESE STANDARDS/GUIDELINES, BUT THEIR GOAL IS TO DO SO ACCORDING TO ASSET MANAGEMENT/ADA COORDINATOR FOR HOLLY SPRINGS, NC.

REFERENCE CHAPT 4: RAMPS AND CURBS TO BUILD RAMP TO SPEC
ACCORDING TO ACCESS-BOARD.GOV AND VERIFY WITH AHJ

REFERENCE CHAPTER 5: STAIRWAYS FROM ACCESS-BOARD.GOV
TO BUILD TO SPEC AND VERIFY WITH AHJ

DRAWINGS REQUIRE APPROVAL (SIGNED AND SEALED) BY LICENSED ARCHITECT AND ENGINEER
GENERAL CONTRACTOR TO VERIFY ALL FIELD MEASUREMENTS AND SPECIFICATIONS PRIOR TO INSTALLATION AND FABRICATION

A1

EXTERIOR ELEVATION - DESIGN CONCEPTS

SCALE: 3/16" = 1'-0" ON 24"X36" SIZE PAPER

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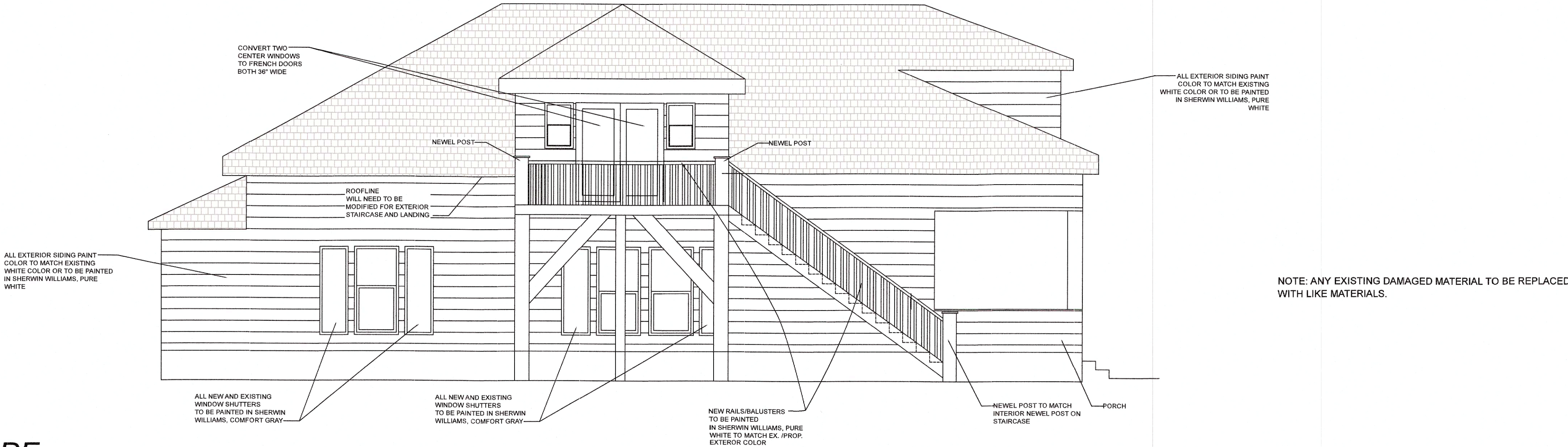
DRAWN BY GISELLE SARASA

SHEET TITLE

FLOOR PLAN

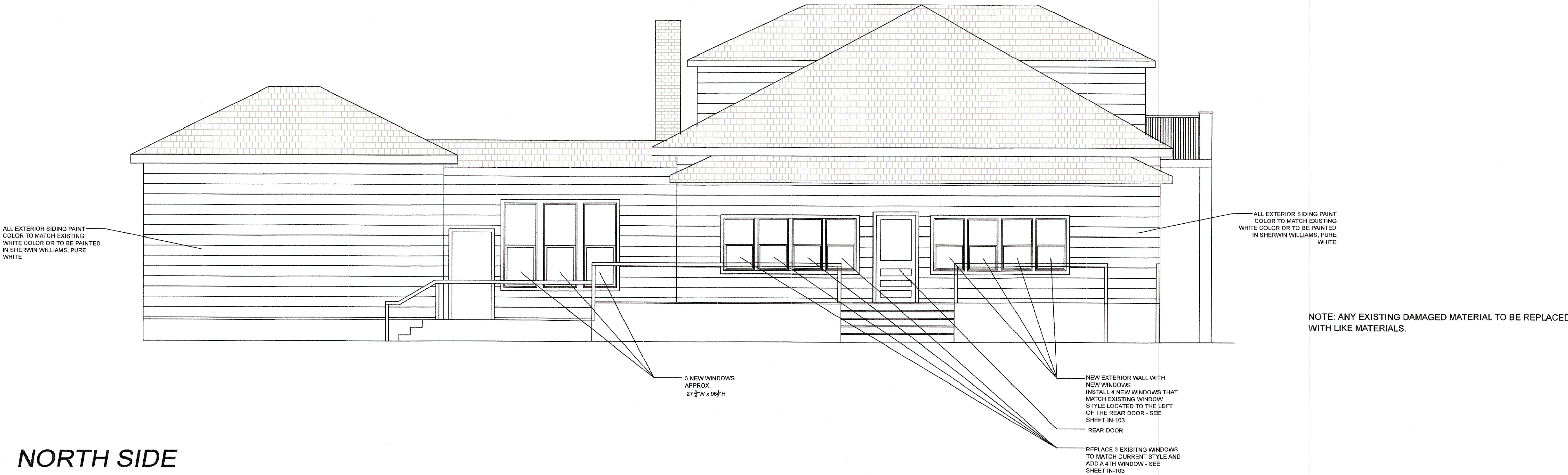
SHEET NUMBER

IN-302



WEST SIDE

2



NORTH SIDE

3

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OWNERS:
 SETH HACKATHORN &
 SARAH JANDORA

 109 E. CENTER STREET
 HOLLY SPRINGS, NC 27540

ISSUE DATES

		JULY 21, 2023
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PROJECT NUMBER

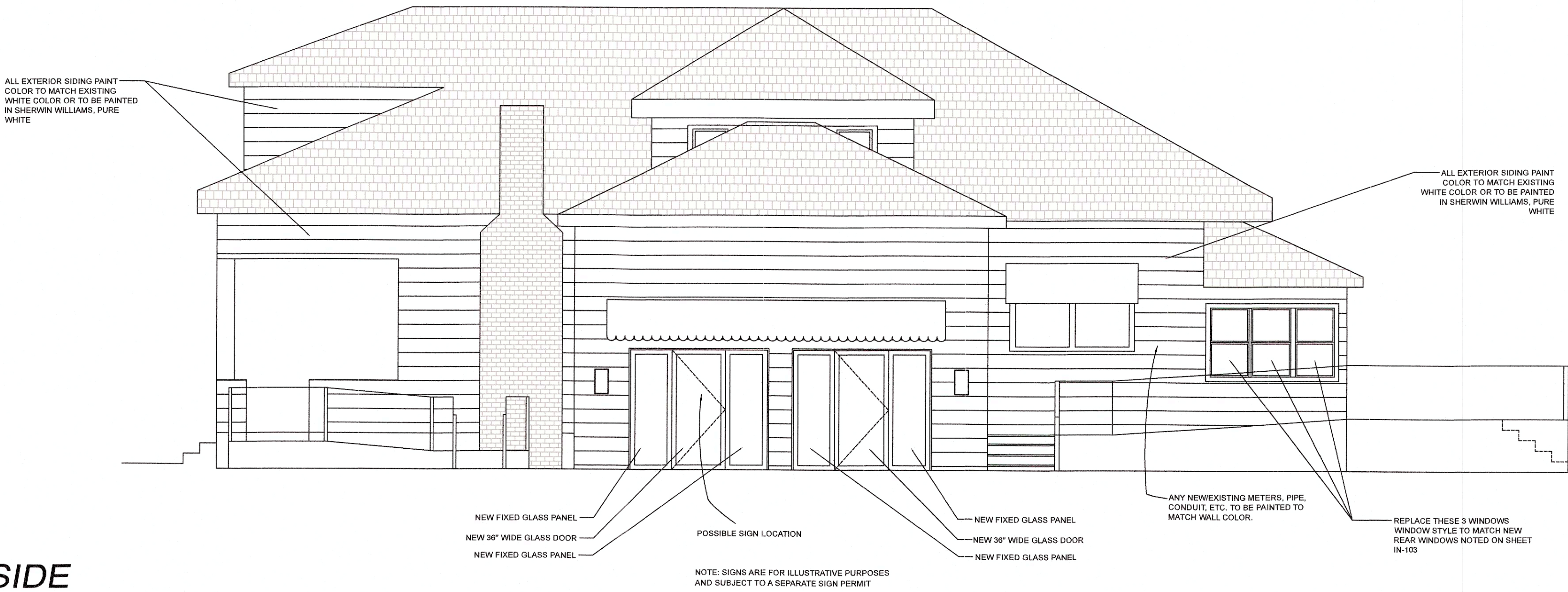
DRAWN BY GISELLE SARASA

SHEET TITLE

FLOOR PLAN

SHEET NUMBER

IN-303



EAST SIDE

NOTE: ANY EXISTING DAMAGED MATERIAL TO BE REPLACED WITH LIKE MATERIALS.

ALL VISUALIZATIONS DEMONSTRATED ON THIS DOCUMENT ARE FOR ILLUSTRATIVE PURPOSES IN ORDER TO CONVEY A CONCEPTUAL DESIGN

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A1

EXTERIOR ELEVATION - DESIGN CONCEPT

SCALE: 3/16" = 1'-0" ON 24"X36" SIZE PAPER

PARKING LOT USE AGREEMENT

This parking lot use agreement is effective as of the date of opening of Explora Discovery School LLC and is entered into by the Holly Springs Masonic Lodge at 224 Raleigh St. and Explora Discovery School LLC at 103 Center St. in Holly Springs, NC 27540.

AGREEMENT

1. **Grant of Use:** The Holly Springs Masonic Lodge agrees to the non-exclusive use of the parking lot by the patrons and employees of Explora Discovery School for drop-off, pick-up, and parking during their normal business hours of 8:30am – 12:30pm, Monday through Friday.
 - a. Any additional use for special business events shall be requested at least a week in advance and require approval on a case-by-case basis.
2. **Agreement Fee:** Explora Discovery School LLC agrees to make a monthly donation to the Holly Spring Masonic Lodge, in exchange for this usage, in the amount of \$###, paid by the 5th of the month.
3. **Cleanliness:** Explora Discovery School LLC agrees to maintain the cleanliness of the parking lot and the adjoining Masonic Lodge property in addition to holding all patrons to the expectations set forth for respectful use of the lot, which will be required for admission to the school.
4. **Assumption of Risk:** Explora Discovery School LLC acknowledges and agrees that by use of the parking lot, users assume all risk of loss or damage to personal property and personal injury. The Holly Springs Masonic Lodge and all affiliates shall not be responsible or liable for any unintentional loss or damages.

Holly Springs Masonic Lodge

Print Name _____

Affiliation _____

Signature _____

Date _____

Explora Discovery School LLC

Print Name _____

Affiliation _____

Signature _____

Date _____



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Public Hearings

Title: Ragan Mixed-Use Rezoning and Development Agreement 23-REZ-03 - Legislative Public Hearing

Strategic Priority Area: Growth Management & Economic Vitality
Vibrant Community

Staff Resource: Grayson Taylor, Development Services, Elliot Blonshine, Development Services

Action(s):

- Reopen Public Hearing and continue to August 20, 2024.

Explanation:

- The public hearing was opened at the June 18th meeting and continued to July 16th to allow the Town and the developer to continue negotiations on a draft development agreement. Staff and the applicant require additional time to complete the draft agreement and recommend continuing this Public Hearing to the August 20th business meeting to allow both parties to continue negotiation and finalize agreement terms.
- The Town originally anticipated a simple Development Agreement regarding the onsite Parkland Dedication for this project. However, after the Public Hearing had been scheduled and noticed, the applicant proposed additional terms that require additional negotiation, which has resulted in delaying the public hearing.
- Postcards have been mailed to adjacent property owners to notify them of the new public hearing date.
- The Town has received a request to rezone 56.90 acres at 3313 Avent Ferry Rd from RR - Rural Residential to NMX-CD - Neighborhood Mixed-Use Conditional Zoning District.
- An approval would allow future development of the site that would include commercial at the intersection of Avent Ferry Road and Rex Road, residential (quadruplexes and townhomes), and a public park, which will require separate Development Plan and Major Subdivision Plan review.
- If the rezoning is adopted, the rezoning also has the effect of also amending the Future Land Use map.
- A Wake County Public School System Capacity Letter is included as an attachment.

Staff Recommendation: Approve

Planning Board Recommendation: Approve (5-0) [4 absent]
A summary of the Planning Board discussion is in the staff report.

Background:

- The parcel was zoned R:30 Residential (reassigned to RR Rural Residential) on June 7, 2016.

Funding Source(s):

N/A

Attachment(s):

1. 23REZ03_RaganMixedUse_StaffReport_TC061824
2. 23REZ03_RaganMixedUse_Ordinance
3. 23REZ03_RaganMixedUse_WCPSSIImpactLetter
4. 23REZ03_RaganMixedUse_Petition
5. 23REZ03_RaganMixedUse_PlanSet
6. 23REZ03_RaganMixedUse_DesignManual



Project Type: Zoning Map Amendment (Rezoning)

Concurrent Applications:

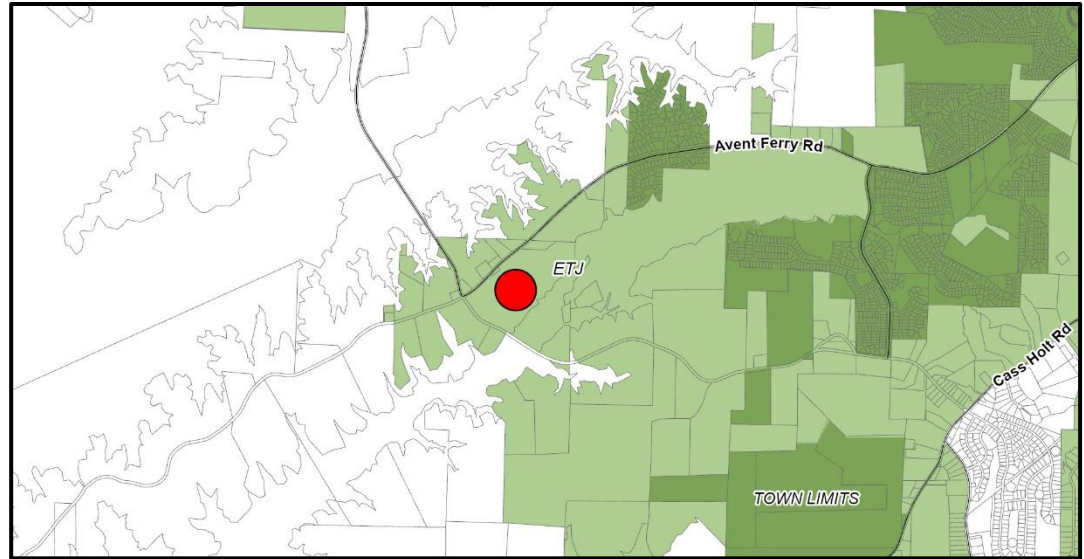
☒ 23-CPA-03

Applicant / Petitioner:

Laura Holloman / McAdams
(See Petition)

Property Address: 3313 Avent Ferry Road

Property Area: 56.90 ac.



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

Project Summary:

A rezoning of 56.9 acres from RR – Rural Residential to NMX-CD – Neighborhood Mixed-Use Conditional Zoning District location at 3313 Avent Ferry Road. The application proposes 32,000 square feet of commercial space, 115 attached dwellings (townhomes), and 164 “Cottage” (quadruplex) units.

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 8
Parks, Recreation, & Greenways Information	Page 11
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:**

RR Rural Residential

☐ Conditional Zoning District**Proposed Zoning:**

NMX Neighborhood Mixed-Use

☒ Conditional Zoning District

Aerial Photograph

Growth Strategy Map:

Places to Transform

Places to Enhance

Small Area Plan Designation:

N/A

Future Land Use Plan Designation:

Neighborhood Center

Conservation Neighborhood

Natural Area

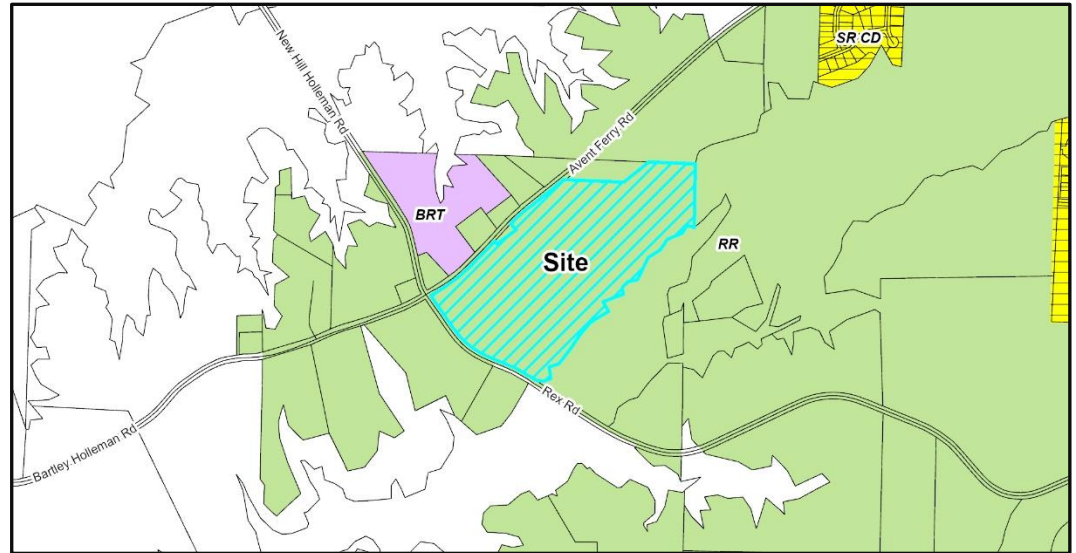
Staff Analysis:The requested Zoning Map Amendment is: ☐ Consistent with Adopted Plans ☒ Inconsistent with Adopted Plans

The proposed Conditional Zoning District achieves several significant themes from the Town's Comprehensive Plan that support the Town's overall goals and objectives. These goals and objectives include adding public park space to the Town's inventory, adding new housing types available to Town residents, and creating commercial development contextual to the community. The proposed modifications to the base standards through the Conditional Zoning District process support a more unique design less seen within the Town's corporate limits. While the proposed Neighborhood Mixed-Use Conditional Zoning District has inconsistencies with the current Future Land Use Map designation, it is reasonable and in the public interest to the Town of Holly Springs as public park space, new housing choices, and conditions which reduce potential impacts to adjacent properties and the neighborhood are provided.

Staff Recommendation: ☒ Approve ☐ Deny

**Current Zoning Information**

Parcel #	Zoning	Area
0627890439	RR	56.9 acres
Total Area		56.9



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR – Rural Residential	Conservation Neighborhood; Neighborhood Center
North	RR – Rural Residential	Conservation Neighborhood
South	RR – Rural Residential	Conservation Neighborhood
East	RR – Rural Residential	Conservation Neighborhood
West	RR – Rural Residential; BRT – Business & Research Technology	Conservation Neighborhood; Neighborhood Center

Parcel Rezoning History

Rezoning Number: 15-REZ-07 (establish ETJ)

Original Zoning: R-80 (Wake County)

Approved Zoning: R-30 – Residential

Approval Date: June 7, 2016



Land Use & Character Information

Growth Strategy Map: Places to Transform
Places to Enhance

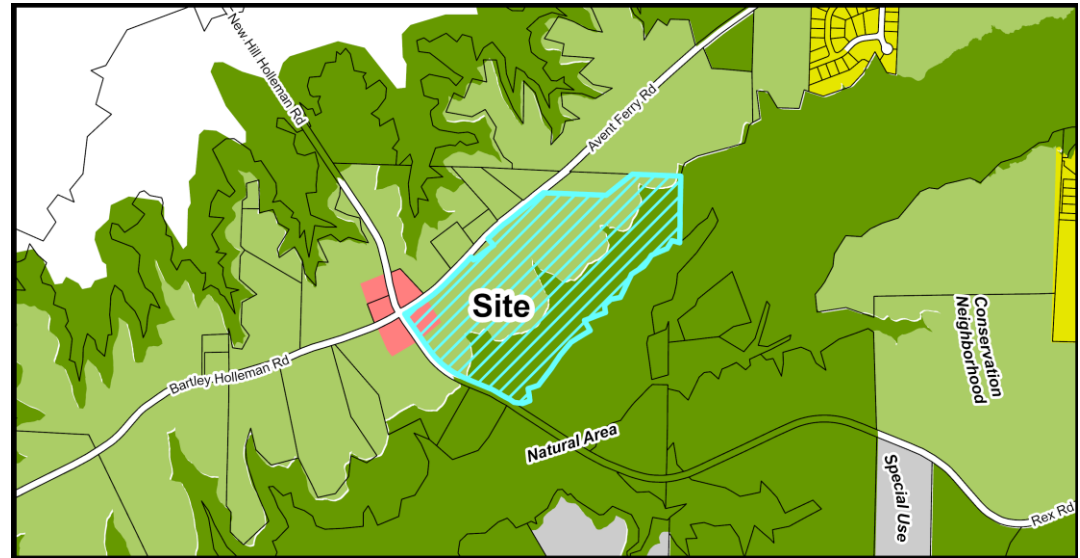
Future Land Use: Neighborhood Center
Conservation Neighborhood
Natural Area

Small Area Plan: N/A

The Requested Zoning Map Amendment is:

- ☐ Consistent with adopted plans
☒ Inconsistent with adopted plans

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with adopted plans, 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	Summary
☒ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☐ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☒ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☒ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)



Land Use & Character Information (cont.)

Growth Strategy Map: Places to Transform

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

Growth Strategy Map: Places to Enhance

Places to enhance in Holly Springs celebrate existing and future residential neighborhoods, and the small activity centers that serve them, as the building blocks for a strong community. They generally include Conservation Neighborhoods, Residential Neighborhoods with single dwelling detached homes on varying lot sizes, or Mixed Residential Neighborhoods with two or more home types (single dwelling detached, single dwelling attached, and multi dwelling) in the same development. Future infill development in the enhancement areas should be sensitive to the uses and densities along the perimeter of adjacent neighborhoods.

Future Land Use: Neighborhood Center

Small scale, Neighborhood Centers provide goods and services to surrounding neighborhoods. Their proximity to neighborhoods requires that operations be low-intensity, unobtrusive, and at a scale and design compatible with nearby residential development. The design of Neighborhood Centers transitions effectively between residential and nonresidential uses, and includes safe and convenient pedestrian and bicycle access for nearby residents. While this is primarily a commercial category, some Neighborhood Centers may include upper story residential or office. Sites also effectively minimize the impact of cut-through traffic on nearby neighborhood streets by orienting vehicle access and circulation away from adjacent neighborhoods.

Future Land Use: 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 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.

Future Land Use: Natural Area

Natural Areas are largely undeveloped and reserved for preservation and low-impact recreation (trails and greenways) because of their outstanding beauty, environmental features, or proximity to Harris Lake.



Land Use & Character Information (cont.)

Historic Structures: ☒ None

Across Avent Ferry Road from the subject property is the Samuel Bartley Holleman House, one of three Holly Springs properties on the National Historic Register. Next to the house is Collins Grove Baptist Church and Cemetery, a National Historic Register Eligible property.

Future Land Use Staff Analysis:

The requested Zoning Map Amendment is: ☐ Consistent ☒ Inconsistent

The subject property has three designations on the Future Land Use Map: Neighborhood Center, Conservation Neighborhood, and Natural Area. The proposed Zone Map Amendment is consistent with the Neighborhood Center designated portion, as the application proposes a commercial component at the intersection of Avent Ferry Road and Rex Road. While the proposed Neighborhood Mixed-Use Conditional Zoning District is suitable for a Neighborhood Center, it is not typically a suitable zoning district within a Conservation Neighborhood character area, per the Unified Development Ordinance. The proposed Conditional Zoning District does not achieve the goal of 30-50% preserved buildable land, but does propose 19% open space, with several types of active and passive areas, and dedication of a public park. There is also a significant portion of Natural Area on the site, bordering the southwest property line. The proposed stormwater control measures take up the majority of Natural Area space, and the majority of the site's streams and wetlands are preserved with the proposed district.

The applicant is requesting consideration of a companion Comprehensive Plan Amendment (23-CPA-03) with this application. The request is for the portions of the property designated as Conservation Neighborhood and Natural Area on the Future Land Use Map to be changed to Mixed Residential Neighborhood if the rezoning is approved. The rezoning petition meets several of the characteristics of the Mixed Residential Neighborhood character area, including:

- A mix of housing types - the proposal includes a mix of townhomes and "cottage" dwellings (quadruplexes). The quadruplex "cottages" provide a housing type generally not found within Holly Springs.
- Off-street parking at the side/rear of lots and buildings to enhance streetscape and walkability.
- 32,000 square feet of commercial space
- Development sensitivity to existing natural resources.
- Building materials and design standards fit the area's rural character and existing structures.

The proposed district meets several important themes for Transforming Holly Springs by creating a new mixed-use activity center at a historic road intersection and creating a new gateway transition into the Town. The proposed commercial portion of the district may also reduce transportation impacts by reducing automobile trips for those living within the site, increasing land use-transportation coordination. These themes connect to specific recommendations in the Land Use & Character Plan including CC-8: Increase Walkability and CC-10: Mitigate Impacts of Auto-Oriented Uses.



Land Use & Character Information (cont.)

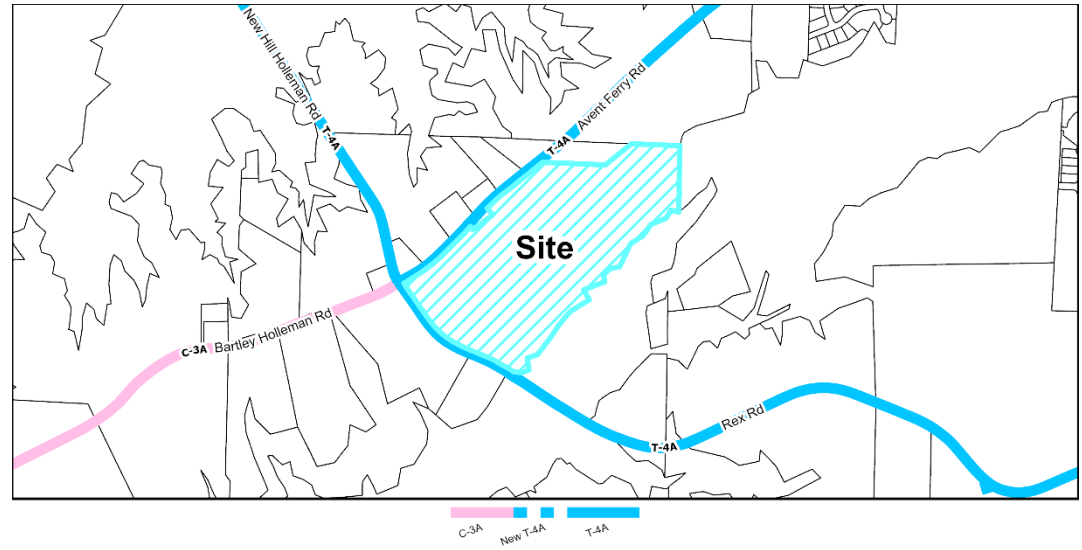
While the proposal does not meet the specific style of development intended by the Conservation Neighborhood character area and is not fully consistent with the Vision Holly Springs Land Use & Character Plan, the proposed Conditional Zoning District meets several important characteristics of the Growth Strategy Map, themes for development, and specific recommendations in the Comprehensive Plan.



Transportation Information

Comprehensive Transportation Plan

Road Widening along Project Frontage	☒ Required	☐ Not Required
New Location Roadways	☐ Required	☒ Not Required
Hotspot/Safety Study Location	☐ Yes	☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:

In accordance with the Unified Development Ordinance (UDO) and Comprehensive Transportation Plan (CTP), road widening is required across the property frontages of Avent Ferry Road and Rex Road to meet ½ of the ultimate cross-sections. The development is proposing two driveway accesses along Avent Ferry Road and 2 driveway accesses along Rex Road.

The Comprehensive Transportation Plans cross section potentially impacts historic structures on the north side of Avent Ferry Road. The applicant has provided a new right-of-way design to minimize impacts to these historic sites. This change by the applicant meets the Land Use & Character Plan's recommendation CC-20: Protect and Maintain Holly Springs's Historic Structures.

New Location Roadways:

There are no new CTP public roads proposed on this parcel.

Hotspot/Safety Study Location:

There are no Hotspot/Safety studies adjacent to this parcel.

Improvement Prioritization:

N/A



Transportation Information (cont.)

Traffic Study Policy

- ☒ Traffic Study Required
- ☐ Tier 1
- ☐ Tier 2
- ☒ Tier 3
- ☐ Traffic Verification Memo

Traffic Study Summary

A Traffic Impact Analysis (TIA) and associated Transportation Mitigation Agreement (TMA) was completed with the rezoning petition. This development is required to design and construct all recommended improvements within the approved TIA and TMA as follows:

Avent Ferry Road/Bartley Holleman Road at Rex Road/New Hill Holleman Road

- Provide exclusive northbound right-turn on Rex Road.
- Provide exclusive southbound left-turn on New Hill Holleman Road.
- Modify westbound approach of Avent Ferry Rd to provide exclusive right turn lane and shared left-turn/through lane.
- Install traffic signal.

Avent Ferry Road

- Provide asymmetrical widening to eliminate future conflicts with Collins Grove Baptist Church and its cemetery and also comply with CTP required frontage widening.

Avent Ferry Road at West Site Driveway

- Construct site driveway with left-in/right-in/right-out movements.
- Provide westbound left-turn lane on Avent Ferry Road.
- Provide an eastbound right-turn lane on Avent Ferry Road.

Avent Ferry Road at East Site Driveway

- Construct full-movement site driveway.
- Provide westbound left-turn lane on Avent Ferry Road.
- Provide an eastbound right-turn lane on Avent Ferry Road.

Rex Road at West Site Driveway

- Construct site driveway with right-in/right-out movement.
- Provide westbound right-turn lane on Rex Road.



Transportation Information (cont.)

Rex Road at East Site Driveway

- Construct full-movement site driveway.
- Provide eastbound left-turn lane on Rex Road.
- Provide westbound right-turn lane on Rex Road.

Transportation Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

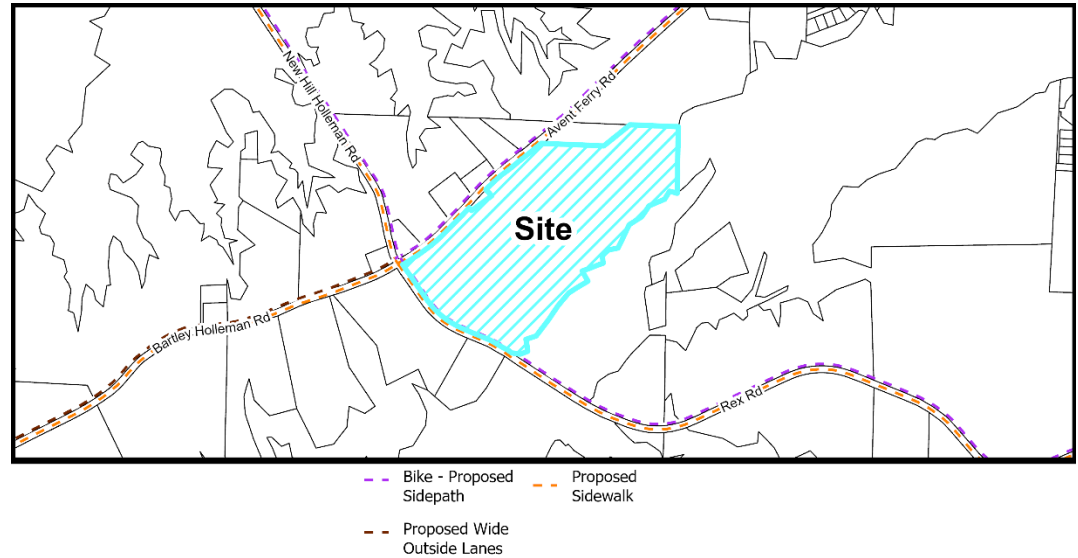
The mitigation improvements within the Transportation Mitigation Agreement set forth by the Traffic Impact Analysis are consistent with the Comprehensive Plan.



Parks, Recreation, & Greenways Information

Park Search Area

☒ Yes

☐ No


Active Transportation Map

Required Active Transportation Improvements

☐ Greenway

☒ Sidepath

The Comprehensive Transportation Plan shows a 10' Sidepath required for both the Rex Rd and Advent Ferry Rd frontage. The application has shown both improvements, including a section across an off-site "notch" as required by UDO Section 7.6 Sidewalks, Sidepaths, and Greenways. Should sufficient right-of-way not already exist across the "notch," the applicant shall endeavor to obtain the necessary right-of-way, and if they are not able to, the Town will be able to assist in the condemnation of the necessary right-of-way to enable the applicant's construction of the Sidepath.

Parks, Recreation, & Greenways Summary

The proposed Rezoning is located within Park Search Area #7 as shown in Comprehensive Plan Section 3. As this proposal contains a residential component and is located within a Park Search Area, they will be required to dedicate Parkland pursuant to the requirements of UDO Section 4.7 Public Park Space. The applicant has identified an approximate 6.9-acre area in the northeast corner of their proposed development, which would be dedicated to meet this UDO requirement. In addition to the land dedication, the applicant has proposed some initial improvements to the park site which would provide an immediate benefit to the future residents of their development upon completion of their buildout. The applicant is working with Town Staff on a Development Agreement to codify the terms of the dedication and improvement/reimbursement. At the time of this report, that Agreement was not yet completed.



Parks, Recreation, & Greenways (cont.)

Parks, Recreation, & Greenways Staff Analysis:

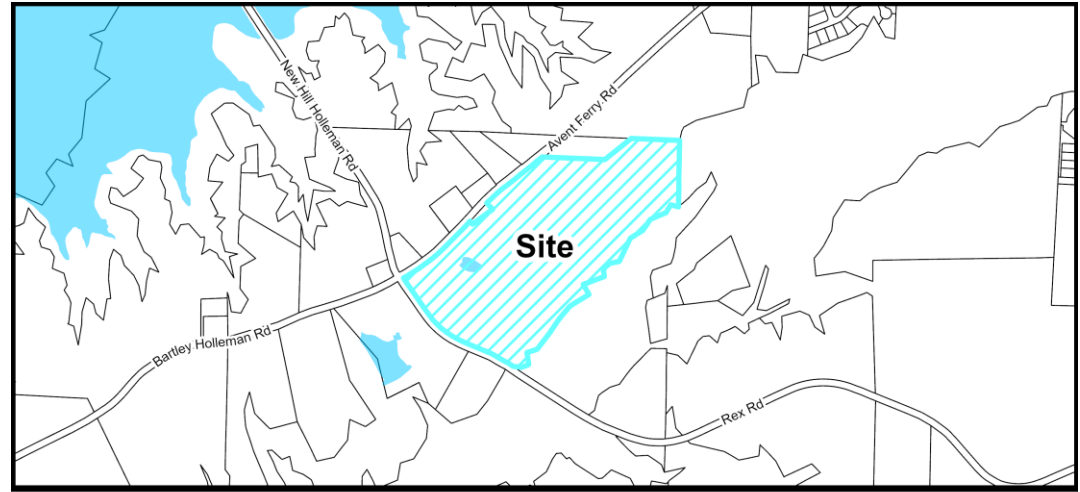
The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The proposed Rezoning petition shows compliance with all Parks, Recreation and Greenway-related UDO Ordinance requirements, and reflects the vision of Park Search area #7 as proposed in the Town's Comprehensive Plan Section 3. This would be the first occurrence of our Parkland Dedication requirement actually resulting in the dedication of Parkland rather than a payment of the fee-in-lieu of Parkland Dedication.



Community Facilities Information

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.



No Community Facilities

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

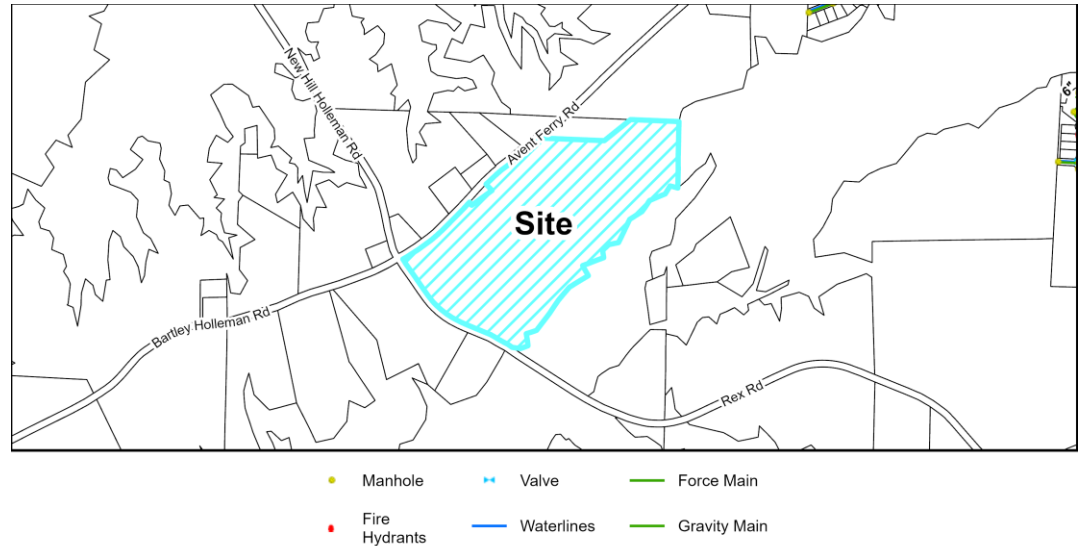
The subject property is outside of a Study Area as designated on the Community Facilities Map. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System.



Infrastructure & Utility Information

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 and extend Town water facilities to serve the proposed development. Watermains extensions are proposed from the Lochridge Subdivision and along each property frontage of Avent Ferry Road and Rex Road in accordance with the Town's Long-Range Water plan. These waterlines will be installed by the developer in accordance with Towns Policies.

Sanitary Sewer:

Sewer service is proposed to be provided via an onsite pump station and forcemain to discharge to the existing Avent Ferry Pump Station. Easement acquisition and construction associated with the forcemain route are included as part of this development. The Long-Range Wastewater Plan identifies this site for a regional pump station. The developer worked with Town Staff to determine a mutually beneficial solution. However, after coordination with Town Administration and the Utilities and Infrastructure department, it was determined the funding needed to offset the cost for a regional solution is not available at this time. Therefore, the proposed pump station will be sized to serve this development only.

A sewer study, including a pump station capacity analysis for the existing Avent Ferry pump station and the proposed pump station was completed with this rezoning. The study does not anticipate improvements to the Avent Ferry pump station are necessary, but the study must be revisited at Major Subdivision for the Ragan only pump station solution.

Reclaim:

The project is located outside the Town's Reclaim 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 rezoning was submitted on June 2, 2023, and is therefore not subject to the Water Resource Management Policy (effective July 1, 2023).

Infrastructure & Utility Staff Analysis:

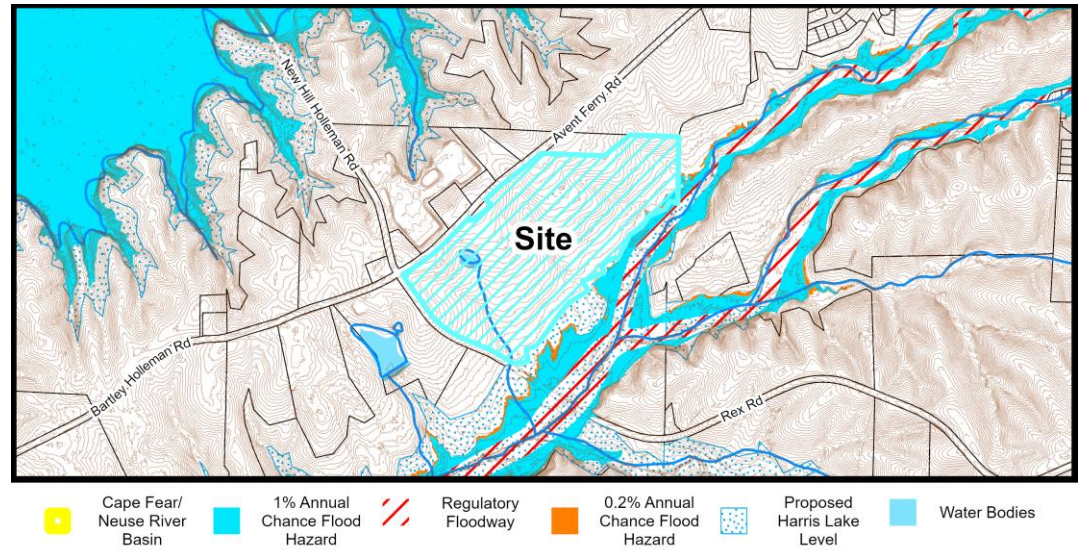
The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

While the Long-Range Wastewater Plan identifies this site for a regional pump station and the developer worked with Town Staff to determine a mutually beneficial solution, it was determined the Town funding to support a regional solution is not available at this time. Therefore, the proposed pump station will be sized to serve the Ragan development only. The proposed utility connections and extensions are consistent with the Comprehensive Plan as well as the Engineering Studies associated with the Rezoning Petition.



Natural Resources & Open Space Information

Total Required Open Space	12 % or 6.83 ac.
Tree Preservation Area	10% or 5.7 ac.
Active Recreation Area	0% or 0 ac.
Urban Civic Space	0.5% or 0.28 ac.
Flexible Space	1.5% or 0.85 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The proposed district requires 12% minimum Open Space of the total area (10% Tree Preservation, 0% Active Recreation, 0.5% Urban Civic Space, and 1.5% as Flexible Area). The applicant has proposed a total of 19%, which includes Tree Preservation throughout the site, taking into account the site's natural landscape. The applicant has also proposed Active Recreation includes trails, a pool, pickleball court, dog parks, and tot lots. The flexible space incorporates additional urban civic space and tree preservation.

Stormwater:

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

Natural Resources & Open Space Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The applicant has met the required Open Space regulations of the proposed NMX-CD – Neighborhood Mixed-Use Conditional Zoning District, per the Town's Unified Development Ordinance. Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval. This has been designed in a way to minimize impacts to the existing environmental features and is consistent with the Comprehensive Plan.



Conditional Zoning District Standards Information

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 Gross Density (Units/Acre)	15 units/acre	5.27 units/acre

Building Placement	UDO Standard	Proposed Standard
Exterior Setback Minimum to Adjacent Residential Districts	5'	10'
Exterior Setback to Adjacent Commercial*	20'	25'

*Applies to Avent Ferry Road and Rex Road frontages



Building Height	UDO Standard	Proposed Standard
Maximum Building Height	45'	45'
Accessory Structure Maximum	N/A	15'

Permitted Uses (UDO Section 3):

The applicant has proposed no additional uses to the NMX district per the Unified Development Ordinance. The NMX – Neighborhood Mixed-Use zoning district allows for a mix of residential and non-residential uses, with certain uses permitted via Conditional Zoning District only.

The proposed Conditional Zoning District lists permitted uses, as seen in the table from the Design Manual below. Several uses were omitted from standard UDO permitted uses such as Residential Care Facilities, Amusement (Indoor), and School (Commercial, Trade, & Business).

PERMITTED USE TABLE

The uses listed in the permitted use table shall be the only uses permitted as part of this development.

Use	NMX
Apartment Dwelling	P
Attached Dwelling	P
Bed and Breakfast	P
Hotel	P
Inn	P
Business Services	P
Childcare Center	P
Medical Office	P
Office Use	P
Personal Services	P
Veterinary Clinic/Hospital	P
Bar/Nightclub/Tasting Room	P
Food/Restaurant Uses	P
Retail Uses	P
Civic Building	P
Community Support Facility	P
Assembly	P
Religious Use	P
Fitness Facilities	P
Recreation Facility, Indoor	P
Solar Energy Systems-Small	P
Transit Station/Terminal	P
Wireless Telecommunications Equipment	P
P = Permitted.	

Landscaping (UDO Chapter 5):

Required Buffering	UDO Standard	Proposed Standard
Thoroughfare Buffer	5' Type A	10' Type B (Commercial) 20' Type B (Residential)

**Building, Site, and Subdivision Lot Design Standards (UDO Chapter 8):**

	UDO Standard	Proposed Standard
Commercial Primary Façade Material Requirements	Type 1 Material: Minimum 60% of Building Façade No more than 3 discernable color families	Type 1 Material: Minimum 40% on Primary Building Façade No color requirements
Commercial Primary Façade Definition	Any Building façade in which any portion of a Lot or Integrated Center is determined to be visible from a Public/Private Street Frontage, Interior Access Drive, or a Side or Rear Lot Line abutting a Residential Use District	Facades facing Avent Ferry Road or Rex Road
Commercial Ground Floor Transparency	Small Buildings (<25,000sf): 40% Medium, Large Buildings (25,000-200,000sf): 20% Extra Large Buildings (>200,000sf): 10%	All Commercial Buildings: 40%
Residential Façade Type 1 Materials	Brick; stone (e.g., natural/cultured, limestone, marble, or granite); split-face block (integral color); architectural or precast concrete, if the surface is designed to simulate brick or stone; a combination thereof; or similar material determined by the Administrator	Brick; stone or synthetic equivalent; cementitious siding; fiber cement (Hardie Plank); stucco
Residential Façade Type 2 Materials	Wood siding; fiber cement siding; stucco; tile; EIFS; or similar material determined by the Administrator	Tile; EIFS, metal
Residential Façade Type 3 Materials	High quality, smooth finish metal panel or similar material determined by the Administrator.	Vinyl siding, trim, accent
Residential Primary Façade Material Requirements	Type 1 Material: Minimum 35% of Building Façade Type 3 Material: Prohibited	Type 1 Material: Minimum 40% of Building Façade Type 3 Material: Maximum 10%

To commit to the rural “farmhouse” theme, the applicant has offered specific elements to commercial buildings such as cupolas, weather vanes, and/or public art pieces of various materials. Commercial roofs may be composed of shingles or metal. Residential facades will have masonry watertables across the front of each building.



Conditional Zoning District Standards Staff Analysis

The applicant must demonstrate that the proposed zone map change and property owner offered conditions (if any) or unique conditions associated with this request support the Town's comprehensive plan objectives and/or policies 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 ☐ Inconsistent with Adopted Plans

Staff has found the application to be generally consistent with CD Design Goals. The applicant has proposed a mixed-use development at the edge of the Town's Extraterritorial Jurisdiction, with rural, "farmhouse" architectural elements that are in character with nearby properties and land uses. This will contribute to a more unique design less seen within the Town's corporate limits. The applicant has proposed less density than what would normally be permitted in the district and is only slightly higher than what could be achieved using a conservation subdivision. The proposed layout creates opportunities for residents to safely walk within the community, as well as to potential commercial options that can serve the site and community.

The proposed Conditional Zoning District offers a guarantee of the construction of commercial space within a designated Neighborhood Center on the Future Land Use Map. The applicant has committed to a minimum of 10,000 sf of commercial to be constructed prior to the 150th certificate of occupancy, ensuring development of a more traditional-style neighborhood.

Staff has noted some modifications to the UDO are less restrictive than what is currently required. There are less restrictive material requirements for UDO-defined primary commercial facades, and the possible inclusion of UDO Type 2 and 3 materials where not typically allowed. The deviations may inform the farm house style intended by the applicant and it should be considered if the proposed deviations are indicative of higher quality and innovative development.



Decision-Making Information

Zoning Map Amendment (Rezoning) Staff Analysis

The proposed Conditional Zoning District achieves several significant themes from the Town's Comprehensive Plan that support the Town's overall goals and objectives. These goals and objectives include adding public park space to the Town's inventory, adding new housing types available to Town residents, and creating commercial development contextual to the community. The proposed modifications to the base standards through the Conditional Zoning District process support a more unique design less seen within the Town's corporate limits. While the proposed Neighborhood Mixed-Use Conditional Zoning District has inconsistencies with the current Future Land Use Map designation, it is reasonable and in the public interest to the Town of Holly Springs as public park space, new housing choices, and conditions which reduce potential impacts to adjacent properties and the neighborhood are provided.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Land Use Advisory Committee Discussion

The LUAC discussed the initial concept for this project on May 2, 2023.

Planning Board Representatives: Thomas Urquhart, Rick Madoni

Town Council Representatives: Mayor Sean Mayefskie, Mayor Pro Tem Daniel Berry

Summary of Discussion: Land Use Advisory Committee members offered feedback on general layout of the site, a potential regional pump station, more opportunity for commercial, Comprehensive Plan compatibility with the current character area, and concerns over density.

Neighborhood Meeting

The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 3/22/2023

Summary of Issues: The neighbors asked questions regarding the following:

- Avert Ferry Road widening
- Pump Station appearance, impacts to nearby properties, odor concerns
- Impacts to neighboring driveways, barn across Rex Road
- Buffering
- Utility Connections (Water, Fiber, etc)
- Fencing



Planning Board Action

Planning Board Meeting Date: 5/28/2024

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:

- External traffic generation from proposed development
- Traffic calming through development
- Onsite parking
- Proposed traffic signal at Avent Ferry Road and Rex Road Intersection
- Proposed cross-section location on subject property
- The proposed pump station as regional or site-only
- Rental vs ownership housing

Planning Board Recommendation:

The Planning Board adopted the following Comprehensive Plan Consistency Statement:

While the requested Zoning Map Amendment from RR – Rural Residential to NMX-CD Neighborhood Mixed-Use Conditional Zoning District has inconsistencies with the Vision Holly Springs Comprehensive Plan since the current Future Land Use Map destination for a majority of the site is conservation neighborhood, the proposed district meets the characteristics of the Neighborhood Center Future Land Use designation, Conditional District Design Goals, and specific Community Character recommendations as outlined in the Comprehensive Plan. The requested rezoning is reasonable and in the public interest because it provides additional housing choices, appropriate commercial space, and increased public park space to the Town.

The Planning Board voted in favor of the motion (5 - 0) [4 absent]

Motion to recommend that the Town Council **approve** Zoning Map Amendment Petition #23-REZ-03 to change the zoning of 56.9 acres of Wake County PIN #0627890439 from RR – Rural Residential to NMX-CD – Neighborhood Mixed-Use Conditional Zoning District,



thereby amending the Future Land Use Map for the portion designated as Conservation Neighborhood to Mixed Residential Neighborhood, as submitted by Laura Holloman of McAdams.

The Planning Board voted in favor of the motion (5 - 0) [4 absent]

Town Council Consideration & Action

Legislative Public Hearing

Prior to the Legislative Public Hearing:

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

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.

Potential Zoning Map Amendment Petition Motion

Adopt Ordinance #RZ24-06 to adopt the statement of compatibility and approve rezoning.



Ordinance No. 24-06

Date Submitted: June 18, 2024

Date Adopted: June 18, 2024

**AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES
TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP AND
VISION HOLLY SPRINGS COMPREHENSIVE PLAN SECTION 1: LAND USE & CHARACTER
PLAN, FUTURE LAND USE MAP;
AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY
NORTH CAROLINA GENERAL STATUTES 160D-605**

WHEREAS, the Town of Holly Springs Town Council adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan in November 2007; and

WHEREAS, the Town of Holly Springs Town Council has maintained and updated Vision Holly Springs: Town of Holly Springs Comprehensive Plan by adopting Section 1: Land Use & Character Plan in 2019; Section 2: Comprehensive Transportation Plan in 2022, and Section 3: Parks, Recreation and Greenways Master Plan in 2021; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 56.90 acres of Wake County PIN 0627890439 from RR: Rural Residential to NMX-CD: Neighborhood Mixed-Use 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 Neighborhood Center, Conservation Neighborhood, and Natural Area; and

WHEREAS, the requested zoning district proposes land uses that are inconsistent with the adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* but meets overall Town goals, objectives, and policies of the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan*; and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on May 28, 2024 and recommended approval by a vote of 5-0; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on June 18, 2024 to consider the proposed changes to the Official zoning map; and

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council adopts the following plan consistency statement:

While the requested Zoning Map Amendment from RR – Rural Residential to NMX-CD Neighborhood Mixed-Use Conditional Zoning District has inconsistencies with the Vision Holly Springs Comprehensive Plan since the current Future Land Use Map destination for a majority of the site is conservation neighborhood, the proposed district meets the characteristics of the Neighborhood Center Future Land Use designation, Conditional District Design Goals, and specific Community Character recommendations as outlined in the Comprehensive Plan; and

WHEREAS, the Town of Holly Springs Town Council finds the proposed amendment to the Official Zoning Map is reasonable and in the public interest by providing a unique and integrated community with additional housing choices for Town residents, public park space, and contextual commercial development; and,

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Unified Development Ordinance of the Town is amended as follows:

Part 1: **Amend Unified Development Ordinance Section 1.7 Official Zoning Map** with the following rezoning request: 23-REZ-03 to change the zoning of PIN# 0627890439 from RR Rural Residential to NMX-CD Neighborhood Mixed Use Conditional Zoning District.

The property is subject to all the conditions listed in the Rezoning Master Plan and Development and Design Manual dated Revised 5/14/2024 by McAdams.

Part 2: The Zone Map Amendment hereby amends Vision Holly Springs Comprehensive Plan Section 1: Land Use & Character Plan, Future Land Use Map to change the *Future Land Use Map* Designation of portion of said parcel from Conservation Neighborhood to Mixed Residential Neighborhood (23-CPA-03).

Part 3: **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 4: **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: **INCLUSION IN UDO**

It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be

renumbered or relettered to accomplish such intention, and that the word “Ordinance” may be changed to “Section, or “Article” or other word.

Part 6: EFFECTIVE DATE

The provisions of this ordinance shall become effective June 18, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 18th day of June 2024.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





WAKE COUNTY PUBLIC SCHOOL SYSTEM

Student Assignment

5625 Dillard Drive
Cary, NC, 27518
Email: studentassignment@wcpss.net

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

June 5, 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: June 2, 2023
- Name of development: Ragan Mixed-Use
- Address of rezoning: 3313 Avent Ferry Road (PIN 0627890439)
- Total number of proposed residential units: 279
- Type(s) of residential units proposed: 115 Attached Dwellings (townhomes); 164 Attached Dwellings (quadruplex)

Based on the information received at the time of application, the Office of School Assignment is providing the following assessment of possible impacts to the Wake County Public School System:

- ☐ Schools at all grade levels within the current assignment area for the proposed rezoning/development are anticipated to have sufficient capacity for future students.
- ☒ Schools at the following grade levels within the current assignment area for the proposed rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☒ Elementary ☐ Middle ☒ High

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

- ☐ Not applicable – existing school capacity is anticipated to be sufficient.
- ☐ School expansion or construction within the next five years is not anticipated to address concerns.
- ☒ School expansion or construction within the next five years may address concerns at these grade levels:

☒ Elementary ☐ Middle ☒ High

Thank you for sharing this information with the Town of Holly Springs Planning Board and Town Council as they consider the proposed rezoning/development.

Sincerely,

Susan W. Pullium, MSA
Senior Director

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

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: Ragan Mixed- Use

Project Location: 3313 Avent Ferry Road

Use street address. If none, use the closest intersection

☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0627890439

Real Estate ID: 0058074

Project Acreage: (Rounded to nearest tenth) 56.9 Partial Parcel: ☒ No ☐ Yes

Sketch Plan Review (Pre-Submittal) Meeting Date: March 16, 2023 LUAC Meeting: May 2, 2023

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: Rural Residential Proposed Zoning: Neighborhood Mixed-Use (Conditional)

Current Future Land Use Designation: Neighborhood Center/Conservation Neighborhood

Proposed Future Land Use Designation: Neighborhood Center Mixed Residential Neighborhood

Area Plan Designation (if applicable): N/A

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 Laura Holloman Company McAdams

Mailing Address 621 Hillsborough Street, Suite 500

City Raleigh State NC Zip 27603

Telephone # (919) 287-0770 E-Mail holloman@mcadamsco.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 Agarwal Family LLC Company Greenhawk Corporation

Mailing Address 1330 Sunday Drive, Suite 105

City Raleigh State NC Zip 27607

Telephone # (919) 258-2087 E-Mail jmedlin@greenhawkcorp.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

Owner's Authorization

Owner's Signature(s)

PIN/REID

Date

0627890439/0058074

May 24, 2023

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: Ragan Mixed-Use

Proposed Zoning District: Neighborhood Mixed-Use (Conditional)

Proposed Land Use/Density: 4.84 d/u per acre

Future Land Use Plan Map Designation: Neighborhood Center/Conservation Neighborhood

Future Land Use Plan Designation Land Use/Density: 5 d/u per acre

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

Section 1: Future Land Use & Community Character

Section 2: Transportation / Comprehensive Transportation Plan

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan

Section 4: Community Facilities

Section 5: Infrastructure and Utilities

Section 8: Natural Resources

Plan Consistency Response Prepared by:

Preparer's Signature(s)



Date

6/2/2023

Plan Consistency Statement: Petitioner's Response

Executive Summary:

The Executive Summary, found in the Comprehensive Plan, lays out themes and recommendations for the Town as it guides new development. Many of these statements are applicable to the rezoning request and are very much consistent with this rezoning request. Specifically:

- *To enable all residents with the ability to live within walking distance of a neighborhood commercial center and central civic space*
 - The proposed development would provide a variety housing, pocket parks, open civic green spaces, and commercial uses in a walkable development with ample pedestrian access.
- *To accommodate a variety housing types that includes single family, executive housing, townhouses, condominiums, and apartments*
 - This project will provide increased housing options for Holly Springs residents. The proposed development will allow for both cottage style homes and townhome units as a part of this mixed-use development. The variety of housing types will increase housing stock and choice for the growing population. The cottage style homes will be a new housing type in the town, diversifying the housing stock made available to the community.

Section 1: Future Land Use and Community Character

The Future Land Use and Community Character sections of the Town's Comprehensive Plan seek to define the characteristics of what Holly Springs should be striving for, this idea of maintaining a village atmosphere.

A. Future Land Use

The subject site is identified in the Future Land Use Plan as a Place to Transform and a Place to Enhance.

"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."

"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.”

This project proposes a mix of commercial and residential (including multi-family and single-family attached)uses, increasing the much needed density in this area of town. The improved transportation access, variety of uses, and increased density will position this community to alignment with the vision for Holly Springs established in the Comprehensive Plan.

B. Community Character

Community character speaks to creating a sense of community and identity for the residents and businesses of the town. To achieve this, the Comprehensive Plan has several Community Character Objectives, several of which the rezoning petition achieves:

Land Use Patterns

The subject site is located toward the southwestern boundary of Holly Springs, serving as a key connection point and gateway to town. The proposed development will serve as a vibrant mixed-use project, welcoming residents and visitors to the Holly Springs community. This area of town is currently under-developed, and the proposed development would serve as an anchor to encourage further growth and expansion of the Town’s tax-base.

Open Space

Mixed-use developments are required to provide open space areas in the form of linear parks, courtyards, and pocket parks. Specifically, this project proposes a community gathering area envisioned as a central village green, a network of walking trails, and reforestation areas. Additionally, several active recreation areas will be incorporated throughout the development. These open space amenities will create a sense of place and encourage social interaction throughout the development, while maintaining the natural feel of a conservation neighborhood.

Transportation Networks

Prior to submitting a rezoning petition, applicants must establish a TIA Scope of Work with Engineering and NCDOT. This ensures the applicant ample time to complete the study and evaluate associated recommended improvements.

- The project incorporates a connected street and alley network paired with sidewalks and connections to Avent Ferry and Rex Roads.
- The project provides bicycle parking and storage compliant with UDO requirements.
- Thoroughfare streetscape planting requirements along Avent Ferry and Rex Roads are intended to be used as energizers to shape and define the public realm. Additionally, the development will meet street tree requirements, in

conjunction with the approved thoroughfare planting plan, installed at the developer's expense, along Avent Ferry and Rex Roads. Internal streets will continue this same vision by incorporating on-street parking and street tree installation to encourage natural traffic calming and a traditional main street feel.

Parking Location

- Parking will be located behind buildings so as not to be visible from the street. This will enhance community character by preventing a "sea of parking," which can be visually distracting from the rest of the development. On-street parking will also be provided throughout the residential and commercial areas of the development. Townhomes will have rear-access driveways and garages along alleys. A variety of garage, on-street, and surface parking options will be provided for the cottage units.

Lot Size and Building Placement

- Commercial buildings will be oriented to interact with the development and the intersection at Avent Ferry and Rex Roads. Many of the townhome and cottage buildings will front open space or natural areas, and townhomes will have rear alley access throughout the development.

C. Future Land Use Map

As part of the Future Land Use and Community character section of the Comprehensive Plan, there is also a Future Land Use Map which places specific land use designations on specific parcels, guiding current property owners and developers on the Town's vision. The Future Land Use Plan designates this parcel as a Conservation Neighborhood along Avent Ferry Road and a Neighborhood Center at the intersection of Avent Ferry and New Hill Holleman Roads. Per the Future Land Use Plan, the Conservation Neighborhood and Neighborhood Center areas shall be as described:

"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 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."

"Small scale, Neighborhood Centers provide goods and services to surrounding neighborhoods. Their proximity to neighborhoods requires that operations be low-intensity, unobtrusive, and at a scale and design compatible with nearby residential

development. The design of Neighborhood Centers transitions effectively between residential and nonresidential uses and includes safe and convenient pedestrian and bicycle access for nearby residents. While this is primarily a commercial category, some Neighborhood Centers may include upper story residential or office. Sites also effectively minimize the impact of cut-through traffic on nearby neighborhood streets by orienting vehicle access and circulation away from adjacent neighborhoods.”

Because the proposed zoning is not currently aligned with the Conservation Neighborhood designation along Avent Ferry Road, the applicant has requested a Comprehensive Plan Amendment to the Future Land Use Plan to Mixed Residential Neighborhood. It should be noted that the site has been timbered significantly. The Mixed Residential Neighborhood designation would better align with the Neighborhood Center designation at the intersection, as it would provide for the level of density needed to support a small-scale commercial development. Per the Future Land Use Plan the Mixed Residential Neighborhood shall be as described:

“A Mixed Residential Neighborhood includes several housing types — single dwelling detached, single dwelling attached, and multi-dwelling — that provide a range of home choices (densities) in the same neighborhood. This mixed approach allows residents at all stages of life, with different housing needs and preferences, to live in a multi-generational community for a lifetime. Residents can start in a smaller, less expensive option like an apartment or townhome early in life and move to larger detached single dwelling homes on larger lots as their families grow and change. Empty nesters can downsize to a townhome or senior living option without ever leaving the neighborhood.”

The proposed rezoning to Neighborhood Mixed Use Conditional zoning, will achieve the goals of both the Neighborhood Center and Mixed Residential Neighborhood. The residential portion of the development will consist of a mix of townhomes and cottage-style multi-plex units, which will cater to residents at many stages of life, including young professionals, small families, and empty nesters. On-street parking and a variety of open spaces, recreation areas, and pocket parks will be located throughout the development, along with pedestrian connections to the commercial area. The proposed development intends to preserve existing trees where possible and has committed to significant reforestation across the site. The development will incorporate a performance-based enhanced landscaping plan, as well as ample open space, and reforestation areas to align the intent of the Future Land Use Plan with the rural character of the surrounding area. Green stormwater infrastructure will be implemented across the site. Walking trails, pocket parks, and reforested spaces throughout the development creating a natural and welcoming environment.

Section 2: Transportation/Comprehensive Transportation Plan

As the town grows, traffic will become an increasingly critical issue. As a new development, it is only fair that this potential project contributes to the mitigation of its potential impacts. This will be done in conjunction with the Town’s engineers and NCDOT. While the project does propose to dedicate the necessary right-of-way to meet half of future row-width per the CTP, a number of constraints exist

creating constructability issues to provide ultimate section at this time. The subject development will coordinate with the Town and NCDOT on the appropriate provisions for roadway improvements, avoiding impacts to historic properties, and managing access impacts to existing uses (such as the church) that may otherwise occur with the construction of the median section.

The project meets several goals under the CTP:

- *“Promote a pedestrian-friendly environment by filling gaps and improving connectivity throughout the sidewalk system and to key destination or activity nodes.”*
 - This project will yield much needed high-quality development near the edge of town resulting in a mixed-use destination, accessible to pedestrians and cyclists from nearby neighborhoods, resulting in an activated pedestrian climate.

The CTP outlines the same goals or objectives as the transportation section of the Comprehensive Plan. The project proposes a multimodal transportation network, fostering healthy growth in the surrounding environment. This is done through three elements: roadway, bicycle and pedestrian, and transit. Avent Ferry Road and Rex Road are shown as four-lane thoroughfare with a side path in the CTP. The ultimate right-of-way section along Rex Road will be accommodated, but consistent with item 1a, the project will coordinate with staff to determine which portions of the roadway section are appropriate for implementation. These improvements are aimed at improving existing traffic and accommodate the proposed project traffic. Analyses indicated that long delays and queues would be expected at the Avent Ferry Road – Rex Road intersection in the future study year even without the project. However, the improvements proposed as part of the TIA (which include the installation of a traffic signal) are substantial enough that the future build-out delays are shorter than the future no-build delays. As such, these improvements (which are not known to be proposed as part of any other public or private projects) are sufficient to address both site and non-site traffic impacts. This project shall incorporate its design of the road segment within its property only, and, at time of development plan, shall confirm that the remaining extension shall be constructible in the future.

The bicycle and pedestrian element is achieved through the integrated pedestrian network via sidewalks and trails throughout the development.

The transit element is dependent upon future transit service in the area. Currently there are no nearby transit stops. As part of the development plan, staff will evaluate the need for an additional shelter adjacent to the project. If it is determined one is necessary, it will be constructed at the cost of the developer.

Section 3: Parks, Recreation & Open Space/Beyond the Green: Parks and Recreation Master Plan

The purpose of the Parks & Recreation Master Plan is to acknowledge the importance of providing open space and active opportunities for all Town residents. The master plan has several guiding principles, and our rezoning request meets the following:

- *Offer recreation access to people of all ages and ability levels*
 - The project proposes several recreational and open space areas as a part of the development including walking trails, pocket parks, civic gathering spaces, play areas, and green space located throughout the site. Residents will have convenient access to these amenities that offer a range of recreational activities for them to enjoy.

- *Amenities that encourage physical activity*
 - The proposed development will feature walking trails, pocket parks, outdoor play spaces, and other active areas that will promote physical activity.
- *Seek excellence in everything the Town provides to its residents by: placemaking compliance, updated technology.*
 - The project proposes to meet active open space requirements by providing plazas and programmed amenities throughout the development. In addition, the project will be required to meet all NC ADA requirements. The proposed project will also be installing multiple EV charging stations, consistent with the new UDO, ensuring that the site will meet updated technology needs.

Section 4: Community Facilities

Community facilities address the need to be mindful of the increased demand for public services as the growth continues. Community facilities can include fire, police, EMS, as well as public school facilities. The Comprehensive Plan contains several community facility objectives, specifically the project achieves the following:

“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.”

Developers plan for community facilities such as police, fire and EMS when designing a development. Drive aisles are designed to accommodate the largest emergency response vehicle. A turning-move template is reviewed by staff to ensure vehicles can safely maneuver through all access points and parking areas. Emergency response facilities exist within reasonable proximity to the subject site and no issues are perceived with regards to insufficient response time.

Section 5: Infrastructure and Utilities

The Comprehensive Plan strives to ensure that infrastructure such as water, wastewater, stormwater, electric, telecommunications, and so forth, can adequately handle new growth resulting from development. Holly Springs has smartly planned for rapid growth by entering into a water agreement with Harnett County serving the town by abundant water from the Cape Fear River.

The project will utilize Town of Holly Springs public water and sewer to service the development. Currently, a 12” water main exists within Avent Ferry Road (in front of Lochridge Subdivision) which will be extended down Avent Ferry Road to the subject property and across the property frontages of both Avent Ferry and Rex Roads. Public sewer will be serviced by gravity design throughout the development, and a Pump Station is anticipated in the southeast corner of the development. The pump station will discharge to the existing Avent Ferry Pump Station. A Sanitary Sewer Evaluation is being reviewed by the Town of Holly Springs in relation to the proposed pump station and will be approved in conjunction with a successful rezoning petition. Site stormwater will be treated and controlled by stormwater control measures located on site to meet the UDO requirements of the Town of Holly Springs. The project will likely require at least two (2) SCMs to address the post construction runoff for both quantity and quality. The project will likely need to construct a Pump Station and a traffic signal at the intersection of Avent Ferry Road and Rex Road. Both of these facilities, if constructed, will be connected to the Town’s fiber optic network at the developer’s expense.

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 petition, 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 Non-Residential Project. 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

Section 8: Natural Resources

The town is tasked with the challenge of finding a balance between development and preserving the natural environment. Fortunately, the town has many tools it uses during the development process to ensure that there is some thought to that balance. First, the town must verify each project, subject request included, meets all state, federal, and local requirements to protect stream and wetland features. As part of the master planning 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 (5) 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.

On March 1, 2023, the town adopted a new UDO. As part of that ordinance, a tree preservation section must be adhered to and include tree preservation requirements.

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: March 22, 2023
Time: 6:00pm to 7:00pm
Location: Virtual

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: March 6, 2023

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 meeting summary attached.

Attach Additional Sheets as needed

Changes made to the Petition by the Petitioner as a result of the meeting:
Amenity was moved to more central location.

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

6/2/23

OWNER	ADDR1	ADDR2	ADDR3
AGARWAL FAMILY III LLC	1330 SUNDAY DR STE 105	RALEIGH NC 27607-5196	
BANE, LUCY MCDONALD	3424 AVENT FERRY RD	NEW HILL NC 27562-9298	
COLLINS GROVE BAPTIST CHURCH	2305 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8941	
COLLINS GROVE BAPTIST CHURCH INC	2305 AVENT FERRY RD	HOLLY SPRINGS NC 27540-8941	
DUKE ENERGY PROGRESS INC	550 S TRYON ST	CHARLOTTE NC 28202-4200	
DUKE ENERGY PROGRESS INC	550 S TRYON ST	CHARLOTTE NC 28202-4200	
DUKE ENERGY PROGRESS INC	550 S TRYON ST	CHARLOTTE NC 28202-4200	
DUKE ENERGY PROGRESS INC NC EASTERN MUNICIPAL POWER AGENCY	550 S TRYON ST	CHARLOTTE NC 28202-4200	
HARRIS LAKE BOAT STORAGE LLC	8712 HOLLY SPRINGS RD	APEX NC 27539-9120	
HARRISON REALTY, LLC	FAHRENHEIT GROUP	4508 FOREST DR	HOLLY SPRINGS NC 27540-9430
HOBBY, GREGORY W HOBBY, JULIE K	5401 HARDISON RD	CHARLOTTE NC 28226-6427	
HONER, MICHAEL P HONER, SHARON JEAN	3516 BARTLEY HOLLEMAN RD	NEW HILL NC 27562-9744	
HUDSON, JEREMY D	5524 REX RD	HOLLY SPRINGS NC 27540-9728	
JONES, ALAN B JONES, SUSAN H	3128 AVENT FERRY RD	NEW HILL NC 27562-9292	
LATCHAW, KRISTA LATCHAW, STEVEN M	417 BENFIELD RD	SEVERNA PARK MD 21146-2708	
MITCHELL, WILLIAM ALLEN	3309 AVENT FERRY RD	NEW HILL NC 27562-9297	
PARKER HOLDINGS LLC	PO BOX 339	APEX NC 27502-0339	
RAGAN, EDITH BALL	WILLIAM RAGAN	753 ATHERTON WAY	ROCK HILL SC 29730-8095
SMITH, PHILIP C	8802 THREE CHOPT RD APT 208	HENRICO VA 23229-4731	

Ragan Meeting

Zoom Meeting on March 22, 2023, from 6-7pm

Attendees (14 attendees, including project team)

Project Team: Ben Glass, Jeremy Medlin, Skylar White, Megan Ledbetter, Laura Holloman, Tyler Probst, Kate Murdoch, Tish Shapiro, Kevin Dean

Neighbors (based on Zoom name): scmacon (scmacon@splithousevineyard.com), Frans iPhone, Jeremy Hudson (5524 Rex Road), 919-669-0931 (no name, just #), ipcsa (Mrs. Mitchell0, joined around 6:30)

Overall Submittal Process Summary

- No rezoning request submitted to date
- 1st step is pre-submittal meeting, which was conducted recently
- Neighborhood meeting (this call)
- Rezoning request submittal anticipated this Spring
- Staff review process (7-10 months)
- Public meetings
 - o Planning Board
 - o Town Council
- Even if rezoning were approved, won't start construction right away; still have to work through preliminary development plans (which also have associated public hearings) & then construction drawings (administrative review at Staff level)
- Total process start to finish is ~18-24 months

Site Summary

- Currently zoned Rural Residential
- Project would also require annexation to get public utilities
- Have reviewed Future Land Use Plan
 - o Corner of Rex at Avent Ferry has been designated as Neighborhood Center (allows for appropriately scaled commercial/retail, so not "big box" like out on GB Alford)
 - o Majority of remainder is light green as Conservation Neighborhood
 - Discussions with Town Staff since this site has been timbered, and only real tree cover is in wetlands
 - May be changing with mixed residential given existing conditions and to complement Neighborhood Center designation at corner

Sharing Concept Plan

- Proposing to rezone to neighborhood mixed use – conditional district
- When going with CD, have to provide a Master Plan and conditions to help narrow the "unknowns" and work towards Concept Plan; will also provide elevations
- As you see on the concept plan, different colors represent the various "pods"
 - o Red: neighborhood mixed use area in the corner; walkable neighborhood retail area

- Dark yellow: “cottage style” units/quadplexes – two-story buildings, 4 units, 1-2 bedrooms each; rented units; options for garage, on-street, or off-street parking
- Lighter beige: townhomes; instead of having front-loaded units, expecting these to be rear loaded with alley access to create a more attractive streetscape
- Purple: active recreation areas; shown options for linear and pocket parks, gathering areas
- Light blue: tree preservation; site has recently been timbered so not a lot of trees, but are looking to save what trees we can and replant native vegetation to get back to tree coverage
- Dark Green: stormwater ponds
- Gray: pump station

Sharing Circulation Plan

- Avent Ferry Road and Rex Road will have to improve to Comprehensive Plan standards
 - Plan shows 4-lane median divided sections on both
 - 10’ multiuse paths, which sets up for future connections to proposed elementary school further to Rex Road
- Red street is commercial access, while pink are more residential-nature streets
 - Residential streets will have on-street parking, which will act as traffic calming

Sharing Landscape Plan

- Dominated by the tree preservation and reforestation areas across the site
- Also have a 20’ landscaped buffer along Rex and Avent Ferry Roads
- 10’ buffer along northern and eastern property lines (The vacant Duke Energy property is to the east)

Proposed Open Space and Landscaping

- Meant to enhance the community, and will include walking trails, sidewalks, pollinators, native vegetation, etc.

Questions:

- Jeremy Hudson (on south side of Rex Road): what will the 20’ buffer along Rex Road consist of? Will there be a berm?
 - Laura: The Town’s UDO was revamped in order to create a more-urbanized streetscape; will be a Type A streetscape which, per the street tree planting plan, will include street trees outside the R/W; will have street trees, large and small shrubs, and deciduous trees; not intended to be a fully opaque buffer (so visibility to commercial buildings) per the Town’s requirements; not proposing any berm
- Jeremy Hudson: what will the buildings look like?
 - Laura: They will look more like townhomes instead of apartments
- Fran: how will the widening work given the proximity to church, cemetery, historic home?
 - Laura/Kevin: The developer will work with the Town to identify appropriate widening
- Jeremy Hudson: how will the widening work? Is it just Avent Ferry that’s a 4-lane roadway or will that include Rex as well?

- Kevin: We will be widening along our frontage and providing turn lanes (may look at median alternatives); and yes, both Rex and Avent Ferry designated as 4-lane roadways
- Jeremy Hudson: what will be the area around the pump station look like around the pump station? Impacts to property
 - Tyler/Laura: The Wildwood Subdivision near Lowe's is a good example of a neighborhood with a pump station – there are very nice single-family homes near the pump station; the pump station will be required to be fenced & screened with evergreen & planting materials; will have to submit separate plans for the pump station to prove that it meets the UDO requirements, and then the Town inspects the pump station before it goes online
 - Jeremy Medlin: sensitive to that concern, but have worked to surround it with tree conservation/reforestation (and it is pushed back off the road)
- Jeremy Hudson: driveway across from his house and concerns with turning out of the driveway
- Jeremy Hudson: there's a red barn across the street from the project; will that be impacted?
 - Kevin/Jeremy: thoroughfare widening only done as part of developments and not compelled to widen on the opposite side of the road; know of important structures in the area and aim to work to avoid those structures; no planned projects to widen Rex Road (other than through development) so not compelled to impact opposite side
- Jeremy Hudson: how does the topography work and could he/Parker family tie into the pump station?
 - Tyler: haven't set the elevation/depths of pump station at this point of the project so not sure how that could tie in; plans for a future pump station to the southwest of this area (that may allow for a tie-in) but that also would occur through development
 - Tyler: also correct that there was going to be a regional pump station south of Rex Road, but this pump station with our site will take the place of that
- Jeremy Hudson: are there mitigation efforts related to pump station odor control? Concerns with existing Avent Ferry pump station?
 - Tyler: yes, the Town requires those accommodations and the Town's inspections team takes over maintenance of the pump station and monitors/addresses those odors once online
 - Laura/Tyler: the Avent Ferry pump station predates the new requirements, so this on-site pump station should be better-designed and addressed than that one
- "ipsca" (Mrs. Mitchell?): would like a 20' buffer, and concerns about the impacts to property? Will these be wells or Town water? Will this have fiberoptic cable?
 - Laura: The 10' Type C is proposed (and the Type C is the most-dense planting and will have 75% evergreens to provide year-round coverage); also, have less-dense uses on the perimeter and more-dense towards the interior (so will have townhomes along north side, with tree preservation/replanting adjacent and there will not be any structures there)
 - Tyler: These will have Town utilities
 - Jeremy Medlin: dry utility providers typically follow development, so would be reasonable to think that those would follow
 - Jeremy Hudson: there has been some fiber run through here to the power plant but no "nodes" to date
- ipsca" (Mrs. Mitchell): will there be a fence provided between the development and the Mitchell property?
 - Laura: The developer will take a look at what provisions can be made (maybe increase planting materials, privacy fence, etc.); we'll take a look at that to address that concern

Jeremy gave quick overview of GreenHawk as a company

- Jeremy Medline noted that they are proposing farmhouse style architecture in this area, and while rentals these would have fixtures and feel much higher than typical “rental” product
- Mr. Medlin added that he would be happy to meet/discuss in the future.

AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

Laura Holloman of McAdams
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change for my (our) property from
Rural Residential to Neighborhood Mixed-Use (Conditional)
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

For DS Use only

Project # _____

Date Received: _____

Signature of Owner(s):

[Signature]

Wake County PIN/REID:

0627890439/0058074

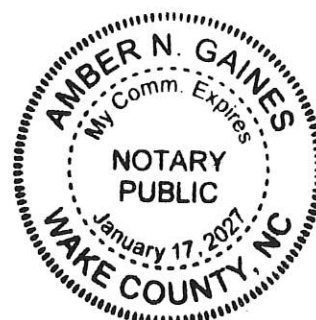
State of North Carolina
County of Wake

Sworn to and subscribed before me the 26th day of May, 2023.

Notary Public in and for the State of North Carolina. My Commission expires: 1/17/2027

[Signature] / Amber N Gaines
Notary Public Printed

Seal



CERTAIN ITEMS WITHIN THESE PLANS HAVE BEEN PRODUCED
IN COLOR FOR CLARITY OF THE PLANS. THESE PLANS MUST BE
PLOTTED IN COLOR TO BE VALID.

RAGAN MIXED-USE

MASTER PLAN
3313 AVENT FERRY ROAD
NEW HILL, NC 27562
23-REZ-03/PLRZ202300140

MASTER PLAN
PROJECT NUMBER: GHK-22001
DATE: JUNE 2, 2023

SHEET INDEX	
C1.00	EXISTING CONDITIONS
C2.00	CONCEPT PLAN
C2.01	TRANSPORTATION PLAN
C2.02	OPEN SPACE & PRESERVATION PLAN
C3.00	GRADING PLAN
C4.00	UTILITY PLAN
C8.00	TYPICAL SECTIONS
L5.00	LANDSCAPE PLAN

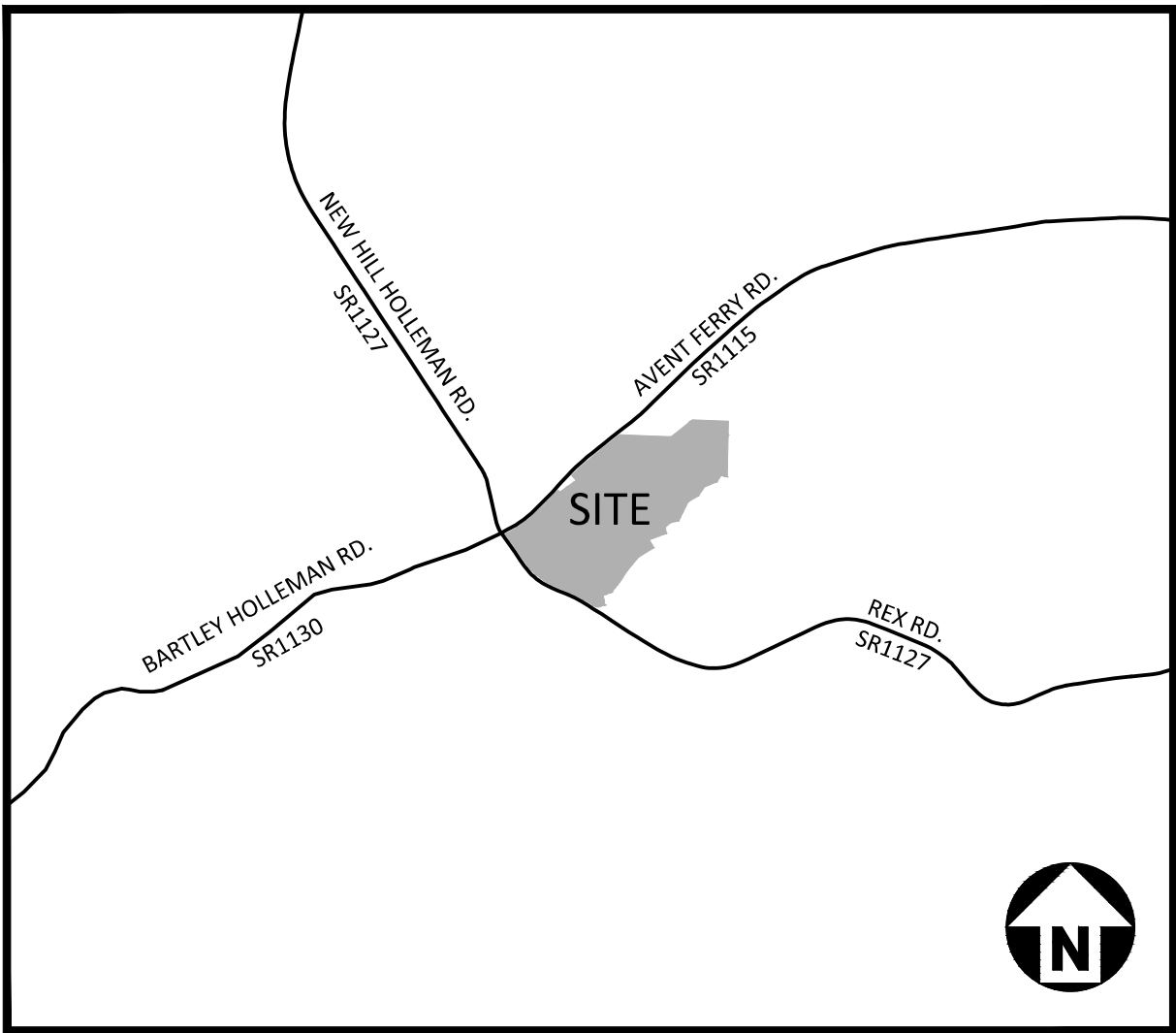
SITE DATA				NMX ZONING OPEN SPACE SITE DATA	
OWNERS	NAME AGARWAL FAMILY III LLC 1330 SUNDAY DR STE 105 RALEIGH NC 27607-5196	PIN 0627890439	REAL ESTATE ID 0058074	GROSS SITE AREA 56.91 ACRES (2,479,152 SF)	
SITE ADDRESS	3313 AVENT FERRY RD NEW HILL, NC 27562			ON-SITE PRIVATE OPEN SPACE REQUIRED: 6.83 ACRES (12%) PROVIDED: 11.20 ACRES (19% MIN.)	
DEVELOPER	GREENHAWK CORPORATION			TREE PRESERVATION AREA REQUIRED: 5.69 ACRES (10%) PROVIDED: 5.7 ACRES (10% MIN.)	
EXISTING ZONING	RURAL RESIDENTIAL			ACTIVE RECREATION AREA REQUIRED: 0.00 ACRES (0%) PROVIDED: 3.0 ACRES (5%)	
PROPOSED ZONING	NEIGHBORHOOD MIXED-USE CONDITIONAL DISTRICT (NMX-CD)			URBAN CIVIC SPACE REQUIRED: 12,396 SF (0.5%) PROVIDED: 12,396 SF (MIN.)	
SITE AREA	GROSS SITE AREA: 56.913 ACRES (2,479,152 SF)* RIGHT OF WAY DEDICATION: 8.54 ACRES (371,865 SF) NET SITE AREA: 48.38 ACRES (2,107,287 SF) *INCLUDES ACREAGE WITHIN AVENT FERRY R/W			FLEXIBLE SPACE REQUIRED: 0.85 ACRES (1.5%) PROVIDED: 2.5 ACRES (4% MIN.)	
RIVER BASIN	CAPE FEAR RIVER BASIN				
WATERSHED OVERLAY	NONE APPLICABLE				
EXISTING USE	FORESTRY/ VACANT				
PROPOSED USES	COMMERCIAL; ATTACHED DWELLING; MULTI-FAMILY				

PROPOSED DEVELOPMENT STANDARDS

Development Intensity	UDO Standard	Proposed Standard
Maximum Gross Density		
Maximum Gross Residential Density Allowed	15 units/acre	5.27 units/acre
Maximum Gross Floor Area		
Floor Area: Ground Floor Story Allowed	16,000 sf	16,000 sf
Open Space and Gathering Area		
Overall Minimum Open Space Required	12%	30%
Interior Building Setbacks - All Structures (ft)		
Front	Min: 5' Max: 20'	Min: 5' Max: 20'
All other setbacks (Side and Rear)	5'	Min: 5'
Side - Corner Setback	5'	5'
Exterior Building Setbacks - All Structures (ft)		
Exterior Setback to Adjacent All Other Residential Districts (minimum)	5'	10'
Exterior Setback to Adjacent Commercial	20'	25'
Thoroughfare Setback	25'	25'
Buffers		
RR Buffer (Single Family Parcel)	10' Type B	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B	10' Type B
Thoroughfare Buffer	5' Type A	10' Type B (commercial) 20' Type B (residential)
Building Height		
All Primary Structures (maximum)	45'	45'
Primary Structures - Minimum number of stories	1	1
Primary Structures - Maximum number of stories	3	3
Accessory Structures (maximum)	n/a	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1.5'	1-1.5'
All other applicable development standards not listed here shall follow UDO standards and requirements.		

GENERAL NOTES

- STREETS, VEHICULAR DRIVES, SIDEWALKS, MUTLI-USE/SIDE PATHS, AND PEDESTRIAN CONNECTIONS SHOWN ON THIS PLAN ARE APPROXIMATE. AT THE TIME OF DEVELOPMENT PLAN REVIEW, THE LOCATION AND DESIGN OF SUCH FEATURES SHALL COMPLY WITH THE APPLICABLE STANDARDS OF THE HOLLY SPRINGS UDO AND OTHER APPLICABLE LAWS, STANDARDS, POLICIES AND GUIDELINES.
- 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.
- ALL MODIFICATIONS TO MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH UDO SECTION 11.16.
- BOUNDARY SHOWN PER ESP ASSOCIATES, INC..
- 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.
- CHANGES TO THE USE/INTENSITY AND PROPOSED USES SHALL REQUIRE A REZONING.



VICINITY MAP
1" = 2000'



McADAMS

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1330 SUNDAY DR, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087



REVISIONS

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6		

MASTER PLAN FOR:
RAGAN MIXED-USE
MASTER PLAN
3313 AVENT FERRY ROAD
NEW HILL, NC 27562
PROJECT NUMBER: GHK-22001

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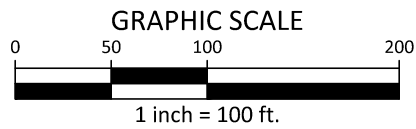
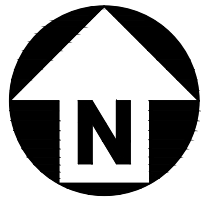


LEGEND	
AG... ABOVE GROUND	△... VRS CONTROL POINT
BL... BELOW GROUND	▲... NEW MGN NAIL SET
BL... BOOK	●... NIR... NEW IRON REBAR
BL... BOUNDARY LINE	○... EXISTING IRON PIPE/REBAR/AXLE
BL... BOOK OF MAPS	■... EXISTING CONCRETE MONUMENT
CGF... COMBINED GRID FACTOR	●... TOPO OBJECT
CONC... CONCRETE	◆... POWER POLE
DA... DATED BOOK	CP / TP... UTILITY COMBO / TELEPHONE POLE
EASE... EASEMENT	●... TREE
ECM... EXISTING CONCRETE MONUMENT	□... AC UNIT
ED... EXISTING IRON PIPE/REBAR/REDUCABLE	
ELEV... ELEVATION	
EP... EDGE OF PAVEMENT	
EX... EXISTING	---
L... LINE LENGTH	---
N/E... NOW OR FORMERLY	---
N/S... NOT TO SCALE	---
PG... PAGE	---
PN... PARCEL IDENTIFIER NUMBER	---
POB... POINT OF BEGINNING	---
POS... REAL ESTATE ID	---
R/W... RIGHT OF WAY	---
W... WITH	---

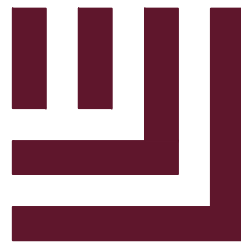
Parcel Curve Table					
Curve #	Radius	Length	Bearing	Chord	Delta
C1	1959.04	216.00	N 47°07'04" E	215.89	6°19'33"
C2	9257.75	214.35	N 31°04'14" E	214.34	1°19'36"
C3	1665.53	244.21	N 60°36'56" V	243.98	8°42'35"
C4	1185.34	134.07	N 64°10'01" V	134.00	6°28'50"
C5	627.06	277.34	N 48°31'15" V	275.08	25°20'27"
C6	1012.87	190.97	N 53°37'45" E	190.69	10°48'10"
C7	2466.95	333.10	N 44°29'10" E	333.05	3°29'28"

Parcel Line Table		
Line #	Direction	Length
L1	N 54°15'30" E	216.99
L2	N 38°30'26" V	104.00
L3	N 51°55'33" E	397.21
L4	N 50°28'08" E	105.49
L5	S 87°22'49" E	47.57
L6	S 51°32'48" V	234.88
L7	S 87°23'24" E	550.01
L8	N 51°30'05" E	295.08
L9	S 87°23'18" E	389.21
L10	S 1°27'38" V	594.85
L11	N 77°21'51" V	4.18
L12	N 76°32'52" V	64.13
L13	S 31°17'21" V	82.93
L14	S 68°02'16" V	147.74
L15	S 33°23'21" V	111.43
L16	S 59°09'57" V	132.02
L17	S 26°06'31" V	225.29
L18	S 77°58'55" V	87.29
L19	S 49°10'23" V	74.71

Parcel Line Table		
Line #	Direction	Length
L20	S 8°05'09" E	68.03
L21	N 69°48'41" V	195.77
L22	S 29°59'19" E	99.58
L23	S 58°39'16" V	193.23
L24	S 40°38'36" V	146.26
L25	S 34°16'57" V	170.75
L26	S 37°42'08" V	158.33
L27	S 70°08'18" V	96.92
L28	S 9°28'35" E	104.68
L29	S 70°42'11" V	71.32
L30	N 81°41'07" V	34.99
L31	N 56°29'27" V	26.61
L32	N 66°56'52" V	188.18
L33	N 34°58'23" V	433.98
L34	N 60°01'53" E	139.98
L35	N 47°28'54" E	76.26
L36	S 36°58'04" E	56.69
L37	N 87°23'18" V	530.01
L38	N 25°39'56" E	106.63



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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JEREMY MEDLIN
PHONE: 919. 258. 2087



RAGAN MIXED-USE MASTER PLAN 3313 AVENT FERRY ROAD NEW HILL, NC 27562

REVISIONS

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6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-XC1
CHECKED BY	TEP
DRAWN BY	TEP
SCALE	1" = 100' XREF
DATE	06.02.2023

SHEET

EXISTING CONDITIONS

C1.00

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GREENHAWK

**RAGAN MIXED-USE
MASTER PLAN**

3313 AVENT FERRY ROAD
NEW HILL, NC 27562



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PLAN INFORMATION

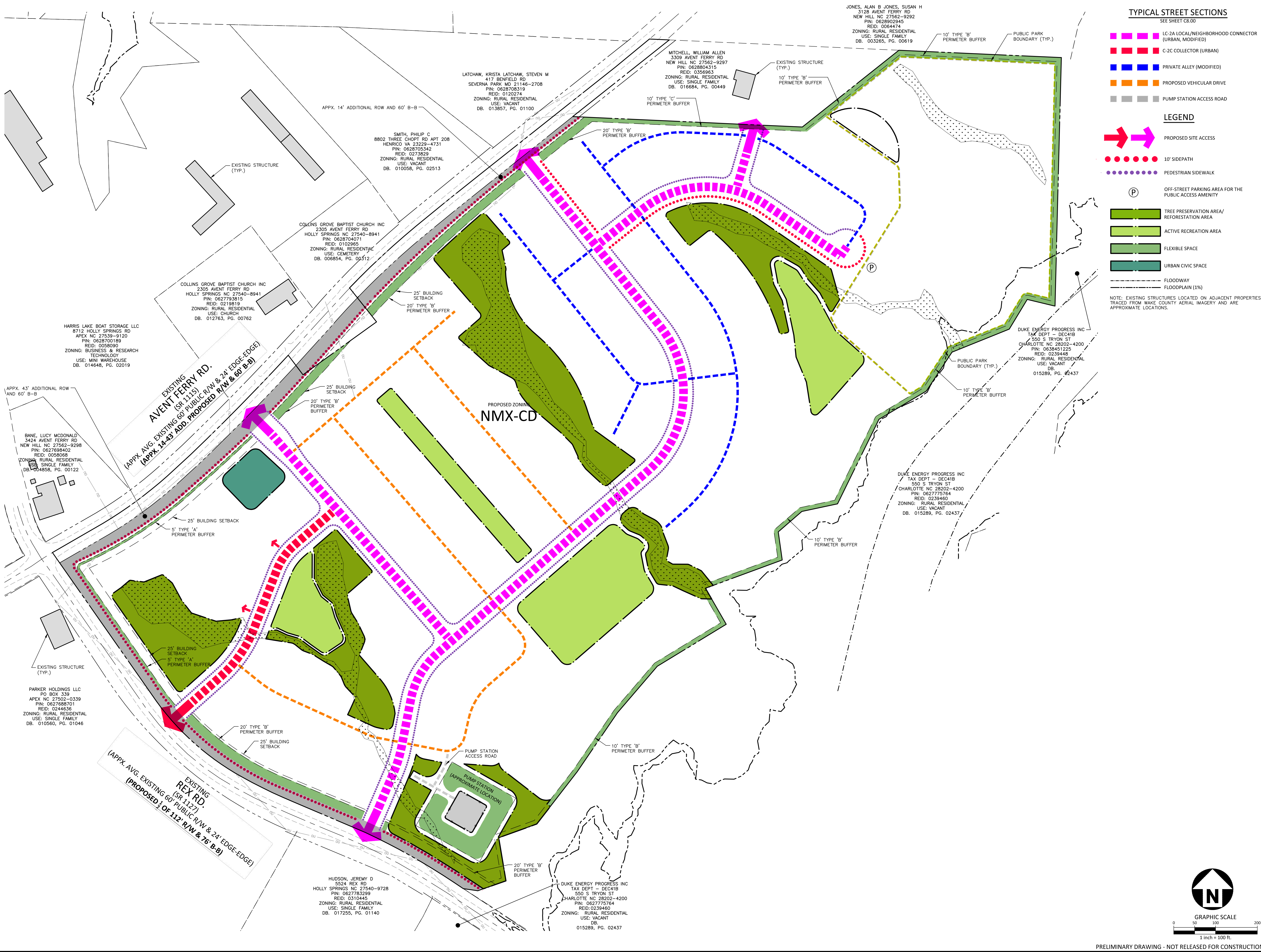
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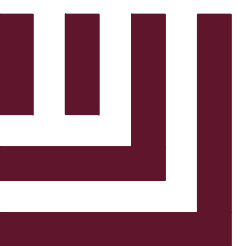
SHEET

CONCEPT PLAN

C2.00

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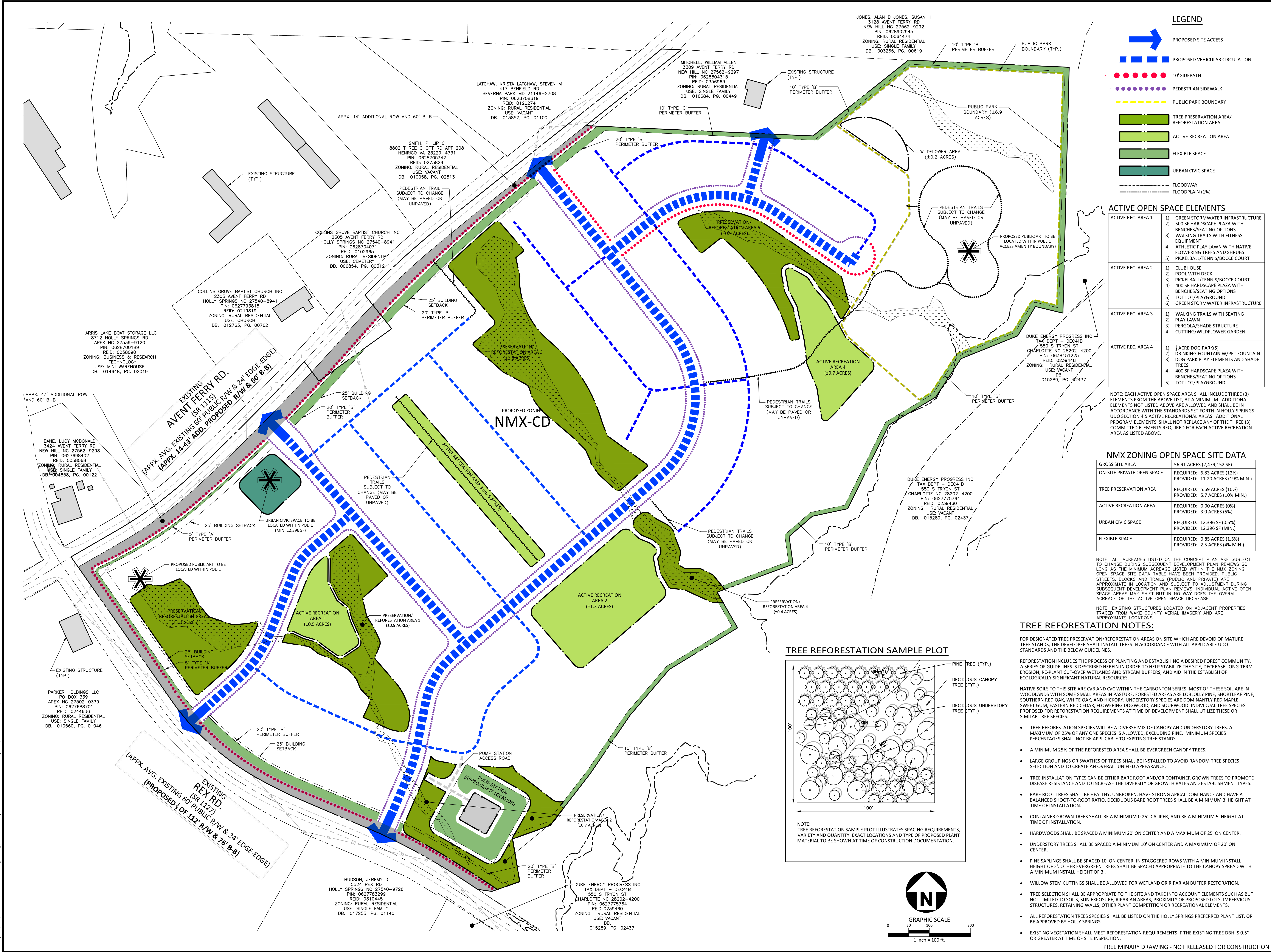


RAGAN MIXED-USE MASTER PLAN 3313 AVENT FERRY ROAD NEW HILL, NC 27562



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SHEET		
TRANSPORTATION PLAN		
C2.01		

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GREENHAWK

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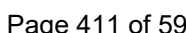
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DATE	06.02.2023

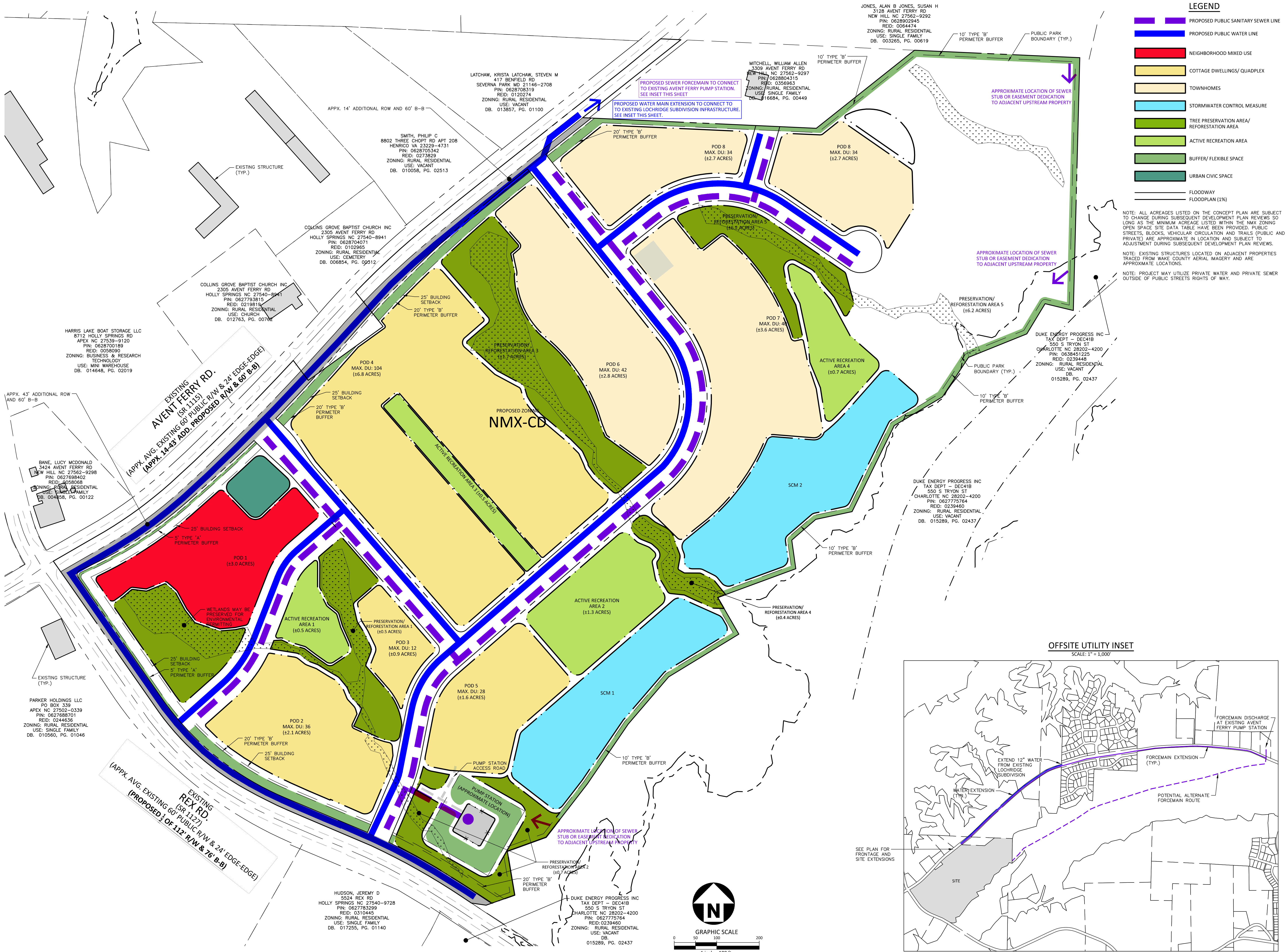
SHEET

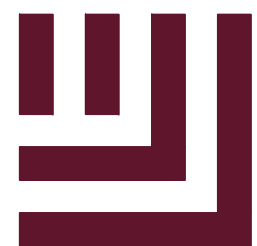
OPEN SPACE & PRESERVATION PLAN

C2.02



\\Projects\GHK\22001\04-Production\Engineering\Current Drawings\MasterPlan\GHK22001-01.dwg, 5/14/2024 3:15:51 PM, Tyler Probst





McADAMS
The John R. McAdams Company, Inc.
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CLIENT
GREENHAWK CORPORATION, INC.
1330 SUNDAY DR, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087



**RAGAN MIXED-USE
MASTER PLAN**
3313 AVENT FERRY ROAD
NEW HILL, NC 27562



REVISIONS		
NO.	DATE	REV PER TOWN COMMENTS
1	07.14.2023	REV PER TOWN COMMENTS
2	08.18.2023	REV PER TOWN COMMENTS
3	10.20.2023	REV PER TOWN COMMENTS
4	01.19.2024	REV PER TOWN COMMENTS
5	05.03.2024	REV PER TOWN COMMENTS
6		

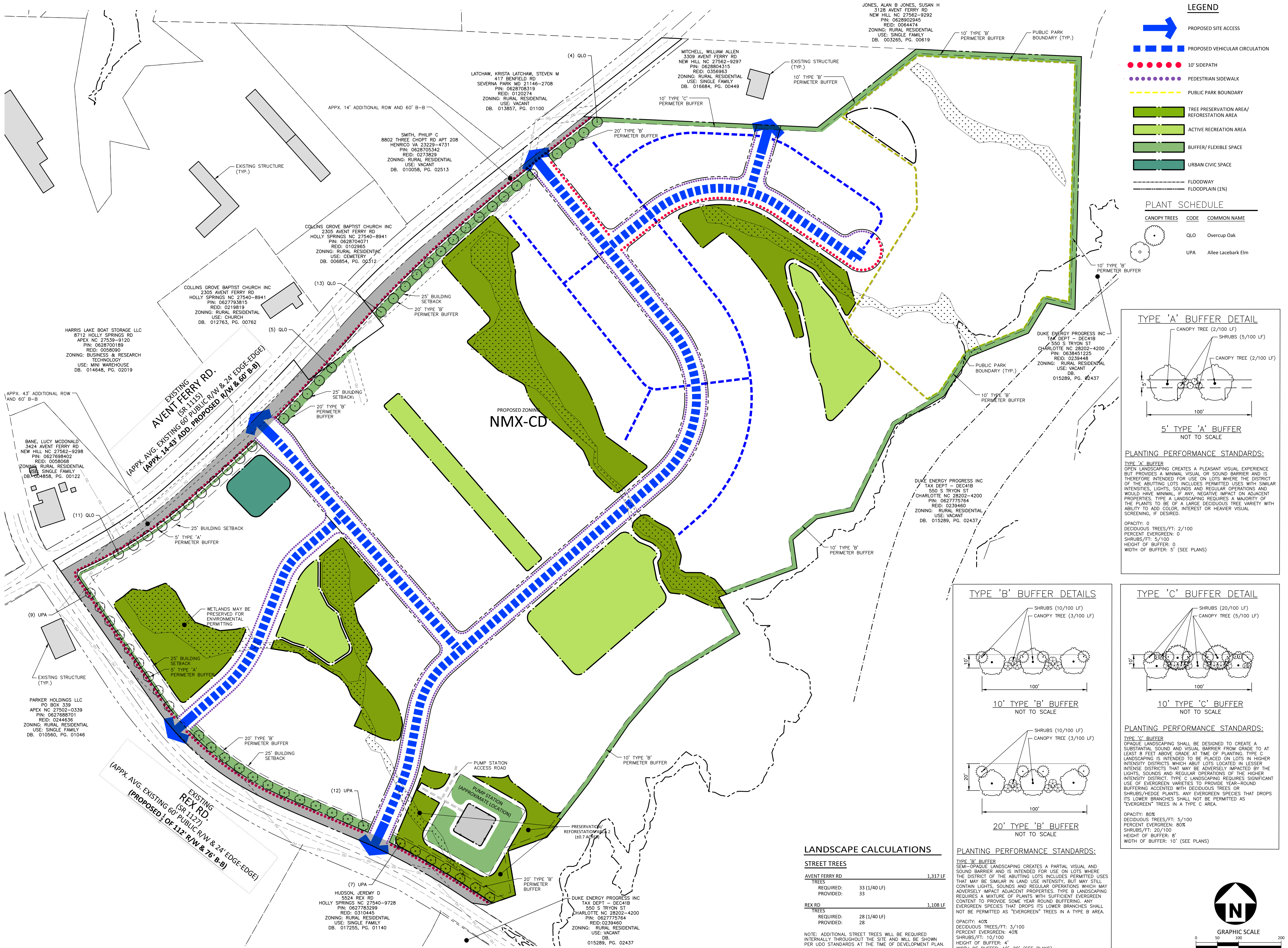
PLAN INFORMATION	
PROJECT NO.	GHK-22001
FILENAME	GHK22001-01
CHECKED BY	TEP
DRAWN BY	TEP
SCALE	1" = 100'
DATE	06.02.2023

SHEET	
UTILITY PLAN	

C4.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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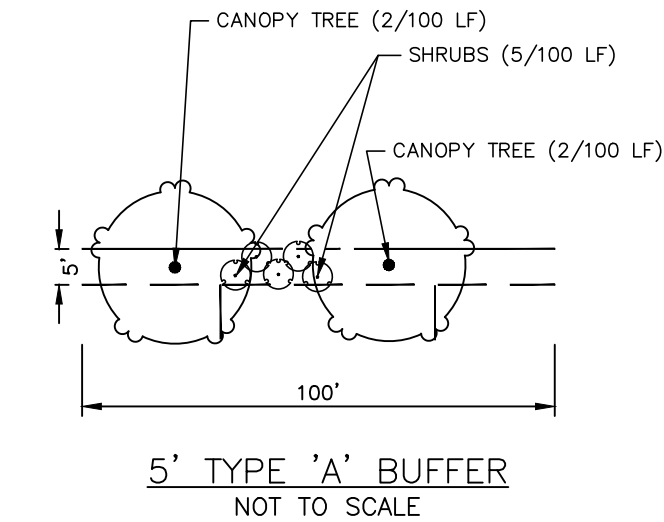
LEGEND

- PROPOSED SITE ACCESS
- PROPOSED VEHICULAR CIRCULATION
- 10' SIDEPATH
- PEDESTRIAN SIDEWALK
- PUBLIC PARK BOUNDARY
- TREE PRESERVATION AREA/ REFORESTATION AREA
- ACTIVE RECREATION AREA
- BUFFER/ FLEXIBLE SPACE
- URBAN CIVIC SPACE
- FLOODWAY
- FLOODPLAIN (1%)

PLANT SCHEDULE

CANOPY TREES	CODE	COMMON NAME
QLO		Overcup Oak
UPA		Allee Lacebark Elm

TYPE 'A' BUFFER DETAIL

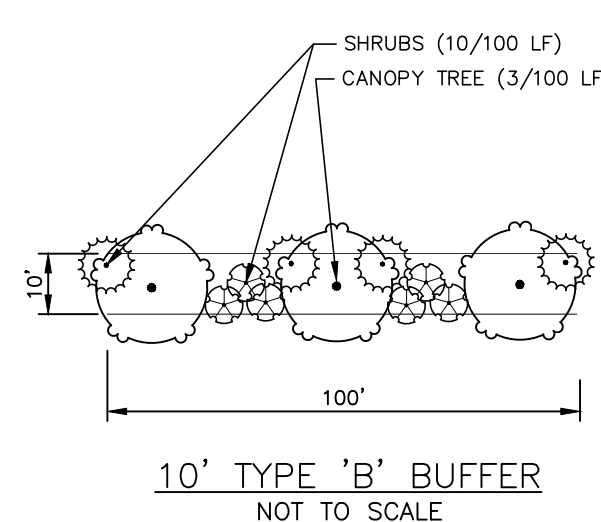


PLANTING PERFORMANCE STANDARDS:

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 ADJACENT LOTS INCLUDES PERMITTED USES WITH SIMILAR INTENSITIES, LIGHTS, SOUNDS AND REGULAR OPERATIONS AND WOULD HAVE MINIMAL IF ANY NEGATIVE IMPACT ON ADJACENT PROPERTIES. TYPE A LANDSCAPING REQUIRES A MAJORITY OF THE PLANTS TO BE OF A LARGE DECIDUOUS TREE VARIETY WITH ABILITY TO ADD COLOR, INTEREST OR HEAVIER VISUAL SCREENING, IF DESIRED.

OPACITY: 0
DECIDUOUS TREES/FT: 2/100
PERCENT EVERGREEN: 0
SHRUBS/FT: 5/100
HEIGHT OF BUFFER: 0
WIDTH OF BUFFER: 5' (SEE PLANS)

TYPE 'B' BUFFER DETAILS

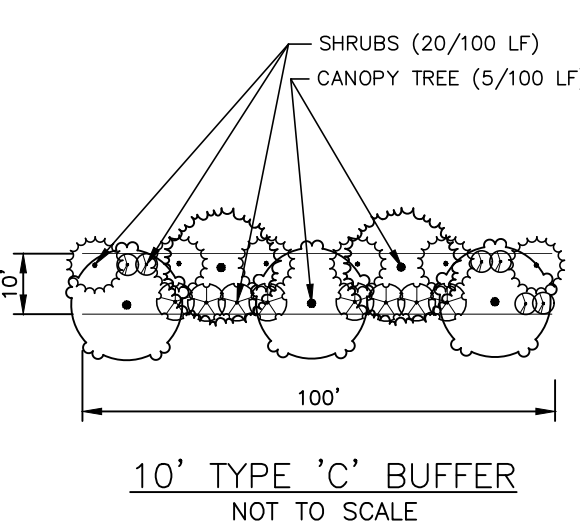


PLANTING PERFORMANCE STANDARDS:

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 ADJACENT LOTS INCLUDES PERMITTED USES THAT MAY BE SIMILAR IN LAND USE INTENSITY, BUT MAY STILL CONTAIN LIGHTS, SOUNDS AND REGULAR OPERATIONS WHICH MAY ADVERSELY IMPACT ADJACENT PROPERTIES. TYPE B LANDSCAPING REQUIRES A MIXTURE OF PLANTS WITH SUFFICIENT EVERGREEN CONTENT TO PROVIDE SOME YEAR ROUND BUFFERING. ANY EVERGREEN SPECIES THAT DROPS ITS LOWER BRANCHES SHALL NOT BE PERMITTED AS "EVERGREEN" TREES IN A TYPE B AREA.

OPACITY: 40%
DECIDUOUS TREES/FT: 3/100
PERCENT EVERGREEN: 40%
SHRUBS/FT: 10/100
HEIGHT OF BUFFER: 4'
WIDTH OF BUFFER: 10'-20' (SEE PLANS)

TYPE 'C' BUFFER DETAIL



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 ADJUT 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)

LANDSCAPE CALCULATIONS

STREET TREES		
AVENT FERRY RD		
TREES		1,317 LF
REQUIRED:	33 (1/40 LF)	
PROVIDED:	33	
REX RD		
TREES		1,108 LF
REQUIRED:	28 (1/40 LF)	
PROVIDED:	28	

NOTE: ADDITIONAL STREET TREES WILL BE REQUIRED INTERNALLY THROUGHOUT THE SITE AND WILL BE SHOWN PER UDO STANDARDS AT THE TIME OF DEVELOPMENT PLAN.

CLIENT

GREENHAWK CORPORATION, INC.
1330 SUNDAY DR, SUITE 105
RALEIGH, NC 27607
JEREMY MEDLIN
PHONE: 919. 258. 2087



RAGAN MIXED-USE MASTER PLAN 3313 AVENT FERRY ROAD NEW HILL, NC 27562



REVISIONS

NO.	DATE	REV PER TOWN COMMENTS
1	07.14.2023	REV PER TOWN COMMENTS
2	08.18.2023	REV PER TOWN COMMENTS
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4	01.19.2024	REV PER TOWN COMMENTS
5	05.03.2024	REV PER TOWN COMMENTS
6		

PLAN INFORMATION

PROJECT NO.	GHK-22001
FILENAME	GHK22001-LS1
CHECKED BY	MV
DRAWN BY	SMV
SCALE	1" = 100'
DATE	06.02.2023

SHEET

LANDSCAPE PLAN

L5.00

RAGAN MIXED-USE

Development and Design Manual



TABLE OF CONTENTS

RAGAN MIXED-USE

1. INTRODUCTION.....1-3

PURPOSE

VISION

APPLICATION

VICINITY MAP

2. LAND USE.....4-6

FUTURE LAND USE MAP

3. ZONING.....7-10

ZONING MAP

PERMITTED USE TABLE

4. DEVELOPMENT.....11-30

CONCEPT PLAN

DEVELOPMENT STANDARDS

DESIGN GOALS NARRATIVE

ELEVATIONS

5. DESIGN STANDARDS.....31-36

BUILDING DESIGN STANDARDS

PUBLIC REALM STANDARDS

LANDSCAPE DESIGN

GATHERING & OPEN SPACE

6. STREETScape AND MOBILITY STANDARDS.....37-44



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1 Introduction

PURPOSE

Ragan Mixed-Use is located at a key gateway into Holly Springs, at the intersection of Avent Ferry and Rex Road. This mixed-use community will allow for high-quality multifamily housing as well as walkable, 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 substantially 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 flexibility and creativity in achieving the committed level of design and quality. The pictures and descriptions in this Manual are conceptual examples of the high quality of materials and caliber of design envisioned for Ragan Mixed-Use. The materials, architectural features, fixtures, hardscape, and landscape components depicted (“design elements”) 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 Ragan Mixed-Use. Instead, these design elements are intended to be used as examples of acceptable building massing and articulation, street level architecture, fenestration and materials, lighting and art, historic preservation, landscaping, and gathering and open spaces (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 Ragan Mixed-Use as a high quality development all its own.

VISION

Generally, Ragan Mixed-Use will accomplish the design objectives by:

- » Utilizing green space and reforestation 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 Ragan Mixed-Use, 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 each building in a manner to present the building in a distinguished and appealing way, consistent with the overall development;
- » Thoughtfully integrating attractive hardscaping and performance landscaping throughout well-designed community gathering spaces; and
- » Utilizing high quality materials to construct the buildings, architectural features, fixtures, hardscaping, and landscaping.

APPLICATION

This Design Manual was developed for the Ragan Mixed-Use rezoning as a zoning condition for the project to help facilitate Ragan’s development as a high quality, mixed use development. The purpose of this Design Manual is to ensure that Ragan Mixed-Use 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 Ragan Mixed-Use. 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 Ragan Mixed-Use.

1 Introduction

VICINITY MAP

dated November 2022

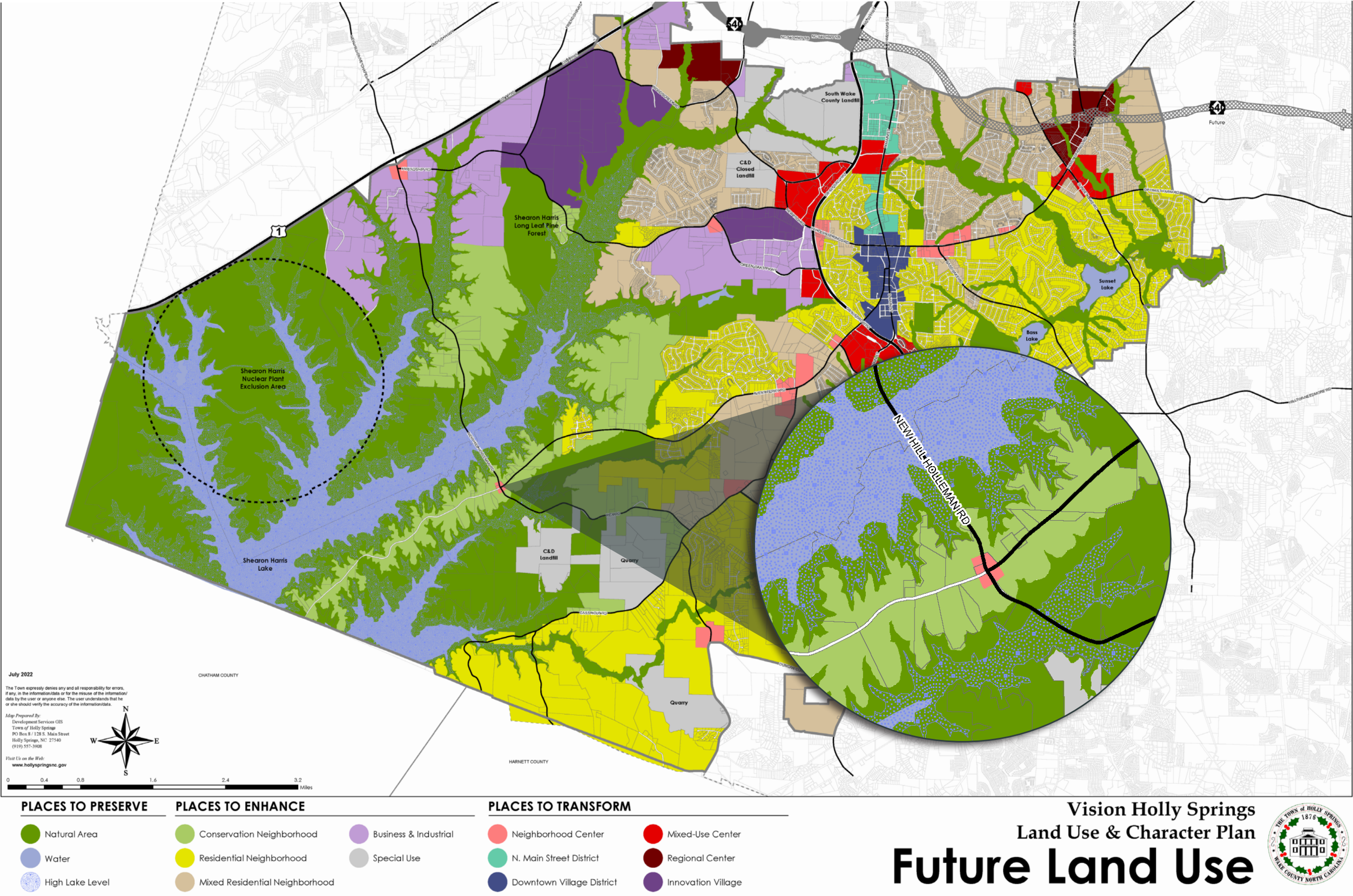


2 Land Use

Ragan Mixed-Use is a mixed-use project proposed in the southeast quadrant of the Avent Ferry Rd and Holleman Hill Rd intersection. The current zoning for this parcel is Rural Residential (RR), however Holly Spring's Future Land Use Map (FLUM) identifies the project site as a place to transform into a Neighborhood Center and Conservation Neighborhood. However the requested zoning district for this project is Neighborhood Mixed-Use. It will maintain the intent of the Comprehensive Plan by enabling the development of a small commercial center at the intersection of Avent Ferry Road and Rex Road. In addition, existing environmental features are protected and key forestation areas will be established. Furthermore, this district will enable the project to develop at a density level which will offset the infrastructure costs associated with the required improvements that will serve the sewer basin.

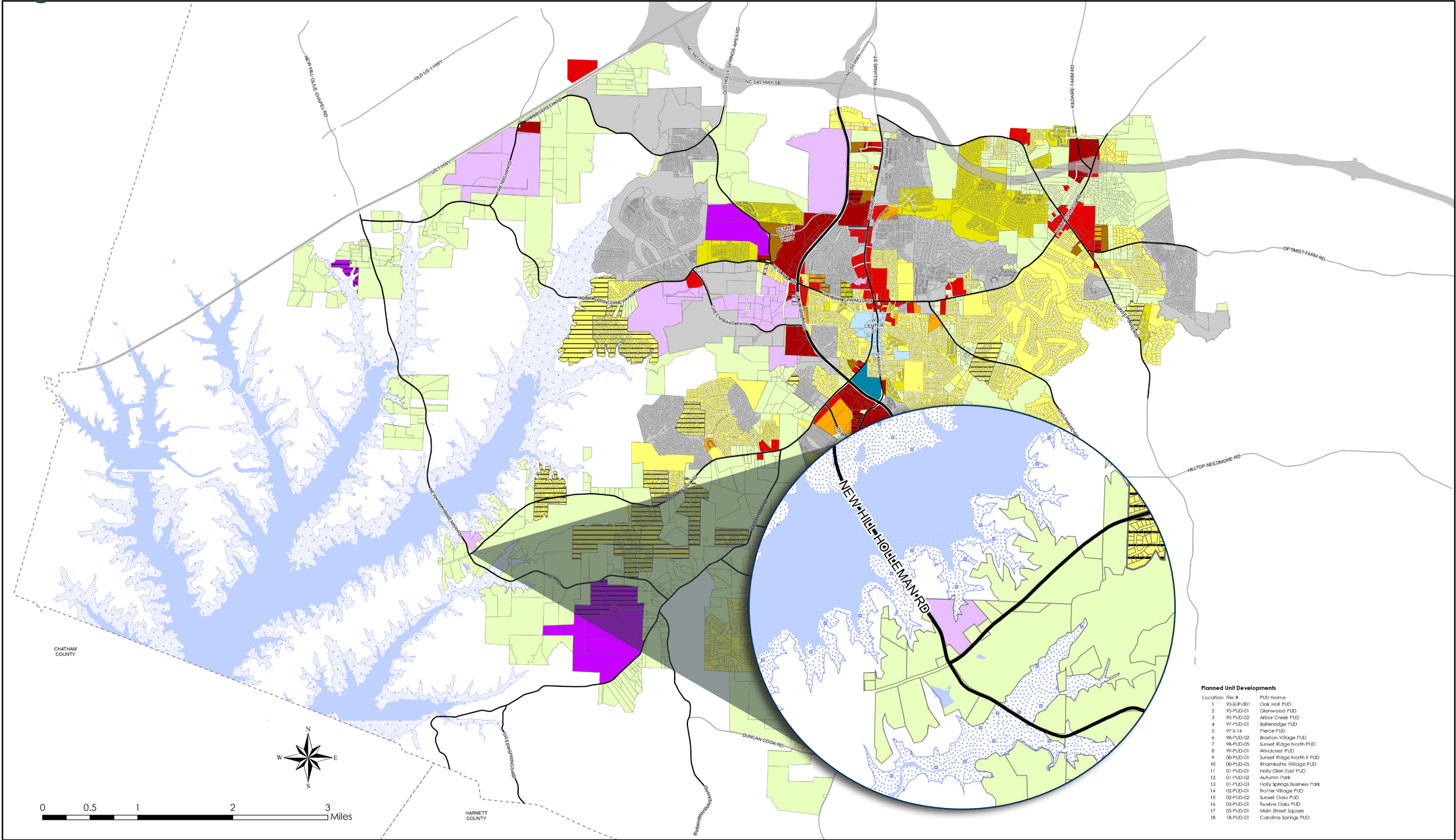
2 Land Use

dated July, 2022



3 Zoning

dated March 22, 2002



Planned Unit Developments

Location	File #	PUD Name
1	93-SUP-001	Oak Hill PUD
2	95-PUD-01	Glenwood PUD
3	95-PUD-02	Alabar Creek PUD
4	97-PUD-01	Balfenridge PUD
5	97-S-14	Pierce PUD
6	98-PUD-02	Braxton Village PUD
7	98-PUD-05	Sunset Ridge North PUD
8	99-PUD-01	Windcrest PUD
9	00-PUD-01	Sunset Ridge North II PUD
10	00-PUD-05	Rhankirkle Village PUD
11	01-PUD-01	Holly Glen East PUD
12	01-PUD-02	Autumn Park
13	01-PUD-03	Holly Springs Business Park
14	02-PUD-01	Roller Village PUD
15	02-PUD-02	Sunset Oaks PUD
16	03-PUD-01	Twelve Oaks PUD
17	05-PUD-01	Main Street Square
18	18-PUD-01	Caroline Springs PUD

Parcels	Conditional Use	RR Rural Residential	NCR Neighborhood Center Res	DMX Downtown Mixed Use	SF CU Special District
Shearon Harris Lake		SR Suburban Residential	MXR Mixed Use Residential	PUD Planned Unit Development	BRT Business Research Technology
Proposed Shearon Harris Lake Level		NR Neighborhood Residential	NMX Neighborhood Mixed Use	CB Community Business	HI Heavy Industrial

The Town expressly denies any and all responsibility for errors, if any, in the information/data or for the misuse of the information/data by the user or anyone else. The user understands that he or she should verify the accuracy of the information/data.

Map Prepared By:
Development Services GIS
Town of Holly Springs
PO Box 8 / 125 N. Main Street
Holly Springs, NC 27540
(919) 557-3908

Visit Us on the Web:
www.hollyspringsnc.gov

Town of Holly Springs
Zoning Map



Updated: March 22, 2022

3 Zoning

The proposed rezoning to Neighborhood Mixed-Use - Conditional District (NMX-CD) is partially consistent with Holly Springs' Future Land Use Map, and the intent of the Comprehensive Land Use Plan. Currently the land is zoned Rural Residential. The rezoning to NMX-CD will allow for a higher quality development that will fill both a much-needed housing gap, and function as a destination for existing residents. The project will make use of performance landscaping features, reforestation areas, and preservation of existing trees where possible to mediate the fact that the site had been timbered. The small, neighborhood scale commercial area would be located at the intersection of Avent Ferry Road and Rex Road, where the Future Land Use plan calls for a Neighborhood Center.

PERMITTED USE TABLE

The uses listed in the permitted use table shall be the only uses permitted as part of this development.

Use	NMX
Apartment Dwelling	P
Attached Dwelling	P
Bed and Breakfast	P
Hotel	P
Inn	P
Business Services	P
Childcare Center	P
Medical Office	P
Office Use	P
Personal Services	P
Veterinary Clinic/Hospital	P
Bar/Nightclub/Tasting Room	P
Food/Restaurant Uses	P
Retail Uses	P
Civic Building	P
Community Support Facility	P
Assembly	P
Religious Use	P
Fitness Facilities	P
Recreation Facility, Indoor	P
Solar Energy Systems-Small	P
Transit Station/Terminal	P
Wireless Telecommunications Equipment	P
P = Permitted.	

4 Proposed Development

Ragan Mixed-Use is a mixed use center proposed on approximately 56.91 acres comprised of one existing parcel on the western side of Holly Springs. This project will consist of townhomes, cottages, and neighborhood scale commercial uses. Reforestation areas, pocket parks, walking paths, and enhanced performance landscaping will be incorporated throughout the project to create a natural and calming village character. The proposed commercial section of the development will provide much needed business infusion in this part of town, and provide increased commercial access to the residents of Ragan Mixed-Use and the surrounding neighborhoods.

This project will provide increased housing options for Holly Springs residents. The development will include both cottage style homes and townhome units as a part of this mixed-use development. The variety of housing types will increase housing stock and choice for the growing population of the Town. The cottage style homes will be a new housing type to the Town and increase the housing diversity of the community.

The project will incorporate significant active, passive, and reforested open space throughout the site, as well Green Stormwater Infrastructure, in the form of bio-retention devices, permeable pavement, rain cisterns, and/or integrated rain gardens, which will enhance sustainability in the community. In addition the development proposes a public park for residents of Holly Springs to recreate at.

The proposed deviations from the UDO Standards for the NMX district will help to maintain the rural character of the community, while still allowing small-scale commercial uses to develop in the area identified as a neighborhood center.

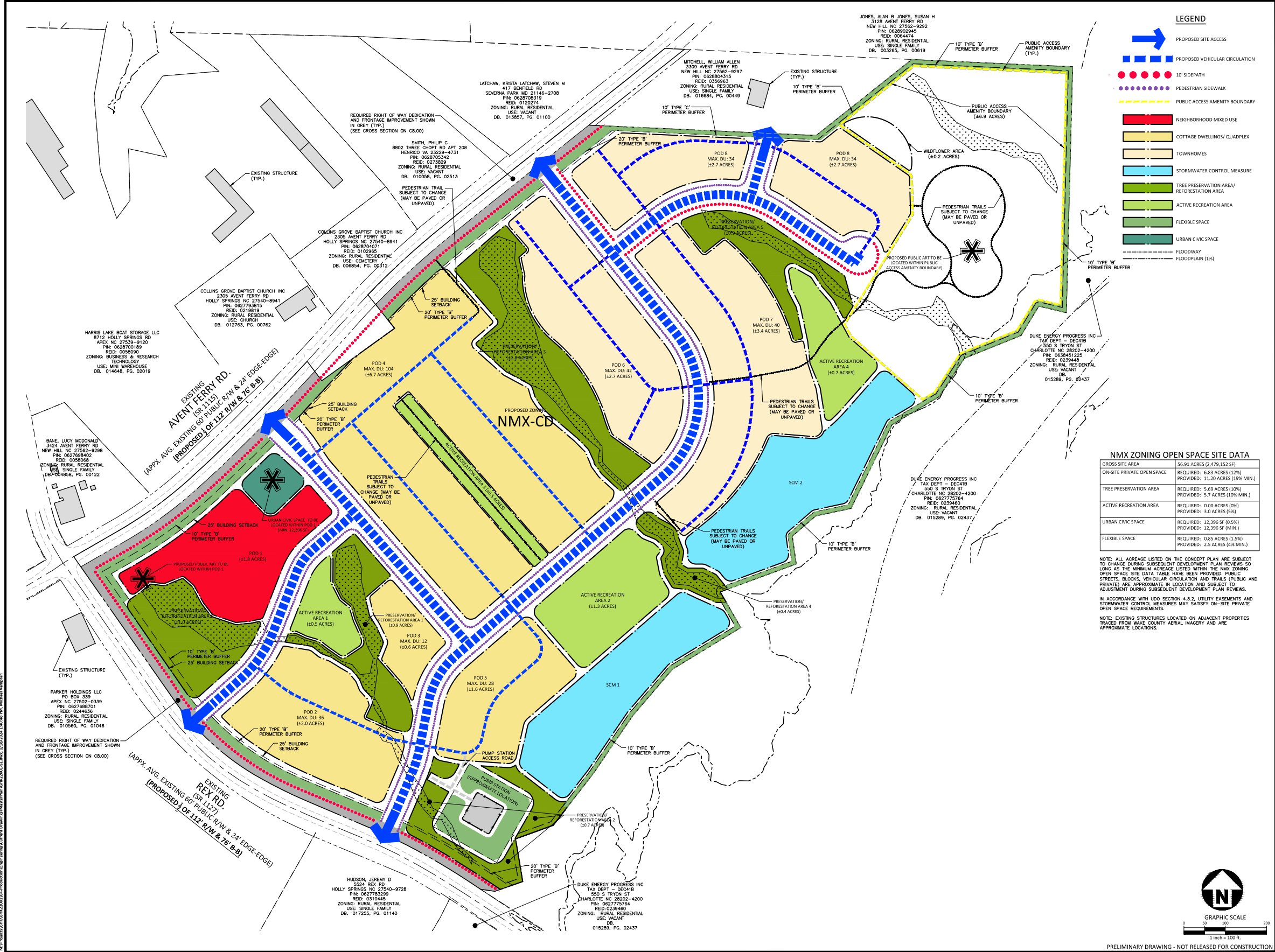
Proposed Uses	Units/Square Footage
Commercial*	32,000 sf
Single Family Attached	115 units
Multi-Family (Cottages)**	164 units

* A minimum of 10,000 sf of commercial shall be constructed prior to the 150th residential certificate of occupancy.

**Cottages shall be defined, for this conditional zoning, as: Multiplex units composed of four (4) individual dwelling units, each with their own entrance and outdoor yard or deck space. Parking for these units shall be provided through a combination of garages, on-street parking, and limited off-street parking spaces connected to the unit.



4 Proposed Development



4 Proposed Development

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	15 units/acre	5.27 units/acre
Maximum Gross Floor Area		
Floor Area: Ground Floor Story Allowed	16,000 sf	16,000 sf
Open Space and Gathering Area		
Overall Minimum Open Space Required	12%	19%
Interior Building Setbacks - All Structures (ft)		
Front	Min: 5' Max: 20	Min: 5' Max: 20'
All other setbacks (Side and Rear)	5'	Min: 5'
Side - Corner Setback	5'	5'
Exterior Building Setbacks - All Structures (ft)		
Exterior Setback to Adjacent All Other Residential Districts (minimum)	5'	10'
Exterior Setback to Adjacent Commercial	20'	25'
Thoroughfare Setback	25'	25'
Buffers		
RR Buffer (Single Family Parcel)	10' Type B	10' Type C
RR Buffer (Duke Energy Parcel)	10' Type B	10' Type B
Thoroughfare Buffer	5' Type A	10' Type B (commercial) 20' Type B (residential)
Building Height		
All Primary Structures (maximum)	45'	45'
Primary Structures - Minimum number of stories	1	1
Primary Structures - Maximum number of stories	3	3
Accessory Structures (maximum)	n/a	15'
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade (ft)	1.5'	1-1.5' (does not apply to alleys)
All other applicable development standards not listed here shall follow UDO standards and requirements.		

PARKING STANDARDS

The following shall apply to all proposed commercial buildings within the development. Parking Standards shall be in accordance with UDO section: 6 except as modified below:

- » On-street parking shall be used to meet parking space requirements for the commercial buildngs on site.
- » Parking areas shall be allowed to front on rear access streets.

4 Proposed Development: Cottages

Elevations are for demonstration purposes only.



LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"



REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"



RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"

Only change to this elevation is the stone water table around the building



COLOR SCHEME 2
BUILDING A2 | YARDLY QUAD BUILDINGS | CAROLINA REGIONAL PRODUCT

8-10-2023

taylor
morrison

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4 Proposed Development: Cottages

Elevations are for demonstration purposes only.



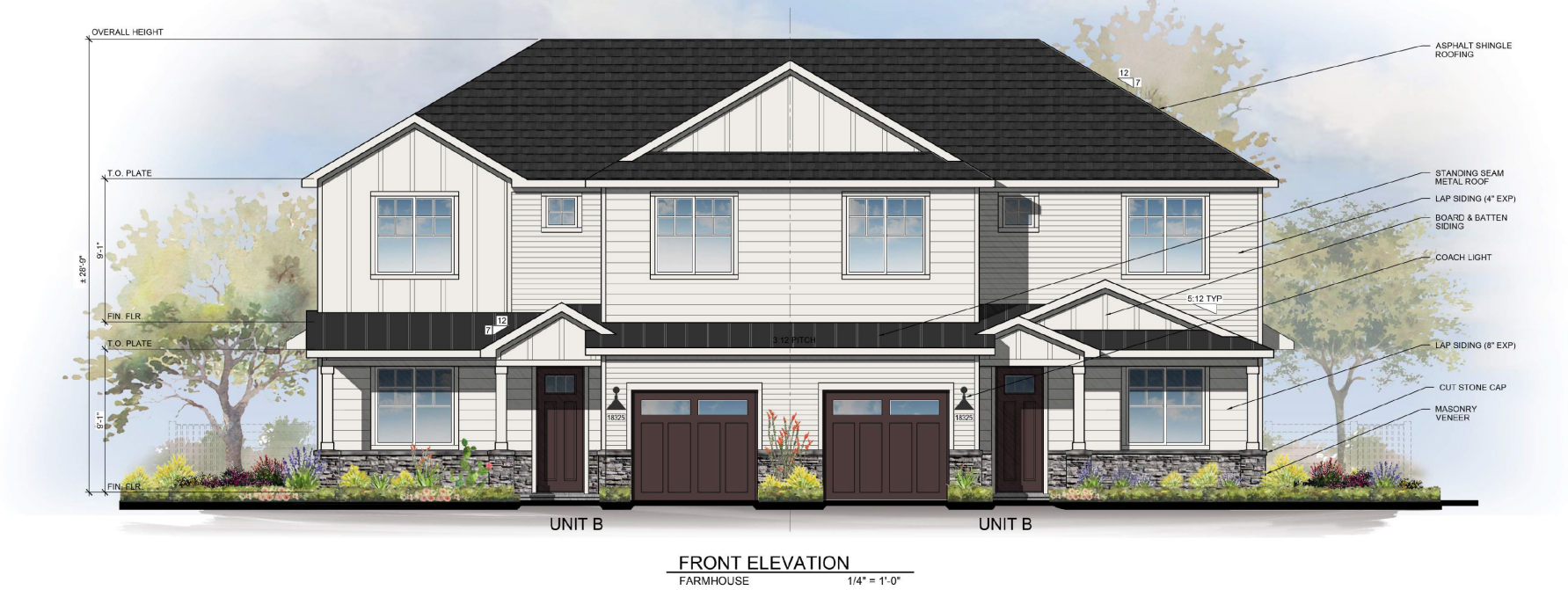
LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"



REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"



RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"



COLOR SCHEME 2

BUILDING A3 | YARDLY QUAD BUILDINGS | CAROLINA REGIONAL PRODUCT

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4 Proposed Development: Cottages

Elevations are for demonstration purposes only.



LEFT ELEVATION
FARMHOUSE 1/8" = 1'-0"



REAR ELEVATION
FARMHOUSE 1/8" = 1'-0"



RIGHT ELEVATION
FARMHOUSE 1/8" = 1'-0"



COLOR SCHEME 2
BUILDING B1 | YARDLY QUAD BUILDINGS | CAROLINA REGIONAL PRODUCT

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4 Proposed Development: Cottages

Elevations are for demonstration purposes only.



LEFT ELEVATION
TRADITIONAL 1/8" = 1'-0"



REAR ELEVATION
TRADITIONAL 1/8" = 1'-0"



RIGHT ELEVATION
TRADITIONAL 1/8" = 1'-0"



COLOR SCHEME 3
BUILDING B2 | YARDLY QUAD BUILDINGS | CAROLINA REGIONAL PRODUCT

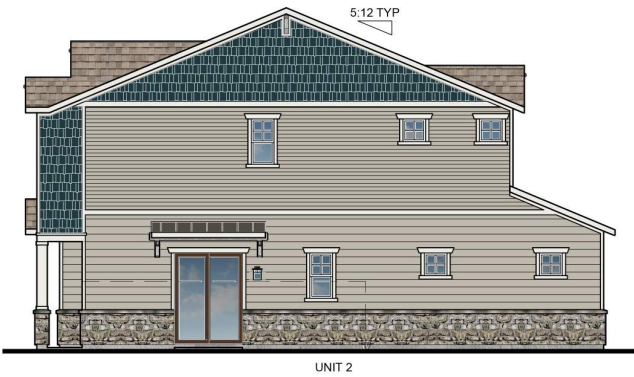
8-10-2023

taylor
morrisson
Homes Inspired by You
4900 N Scottsdale Rd #2000 Scottsdale, AZ 85251
Phone: (480) 845-8100

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4 Proposed Development: Townhomes

Elevations are for demonstration purposes only.



RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"



REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"



LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"



4 Proposed Development: Townhomes

Elevations are for demonstration purposes only.



RIGHT ELEVATION
CRAFTSMAN 1/8" = 1'-0"



REAR ELEVATION
CRAFTSMAN 1/8" = 1'-0"



LEFT ELEVATION
CRAFTSMAN 1/8" = 1'-0"



FRONT ELEVATION
CRAFTSMAN 1/4" = 1'-0"

4 Proposed Development: Commercial

*Precedent imagery are conceptual and for demonstration purposes only.



5 Building Design Standards

The following standards shall apply to all proposed buildings within the development. Building and Site Design shall be in accordance with UDO Section 8, except as modified in this section:

VERTICAL VARIATIONS

Building walls shall consist of a building bay or structural building system visually established by architectural features such as columns, ribs, pilasters or piers, changes in plane, or an equivalent element that subdivides the wall into human scale proportions. Minimum change shall be two (2) inches depth.

COMMERCIAL FACADE STANDARDS

The following shall be in place of UDO Section 8.2. G.4.a in order to create a rural character that aligns with the surrounding areas:

- » **Type 1 Materials:** brick; stone (e.g., natural/cultured, limestone, marble, or granite); split-face block (integral color); architectural or precast concrete, if the surface is designed to simulate brick or stone; glass; a combination thereof; or similar material determined by the Administrator.
- » **Type 2 Materials:** wood siding; fiber cement siding; stucco; tile; EIFS; trim; or similar material determined by the Administrator.
- » **Type 3 Materials:** high quality, smooth finish metal panel or similar material determined by the Administrator.
- » **Primary Façades (facades facing Avent Ferry Road and/or Rex Road)**- minimum 40% Type 1 Materials
- » **Secondary Façade**- Type 2 materials Secondary facades are defined as facades not facing the primary (public) road.
- » **Accents**- maximum 10% Type 3 materials
- » Commercial buildings shall have a minimum of 40% transparency on the ground floors up to 10' above the finish floor at grade to maintain the rural character of the development.
- » Concrete, concrete paver, or brick paver accents at walkways;
- » 'Trex' or similar decking at decks and porches;
- » Wood, synthetic wood, metal or vinyl soffits;
- » Feature elements such as cupolas, weather vanes, and/or public art pieces of various materials.
- » Commercial roofs may be composed of shingles or metal.

RESIDENTIAL FACADE STANDARDS

The following shall be in place of UDO Section 8.2. G.4 in order to create a rural character that aligns with the surrounding areas:

- » **Type 1 Materials:** brick; stone or synthetic equivalent; cementitious siding; fiber cement (Hardie Plank), stucco
- » **Type 2 Materials:** tile, EIFS, metal
- » **Type 3 Materials:** vinyl siding, trim, accents
- » **Primary Façades**- shall consist primarily of Type 1 materials
- » **Secondary Façades**- shall consist primarily of Type 2 materials
- » **Accents**- maximum 10% Type 3 materials
- » The primary facades shall include a masonry watertable along the entire front of the building.
- » Different brick colors, textures and finishes shall be used to create different architectural looks.
- » No buildings of the same exterior color will be located immediately adjacent to each other or across the street from each other.



Different colors and materials create unique architectural looks.



A variety of materials including cementitious siding, brick, and stone shall be used on residential buildings



Awnings and varying materials create inviting and cohesive spaces



Cupolas and art installations such as weathervanes enhance the rural character of the community

5 Design Standards

LANDSCAPE DESIGN

KEY ELEMENTS

- » Plant species shall be selected that offer strong, bold seasonal colors and a variety of textures.
- » Wildflower meadows shall be located in the large open space area on the northeastern side of the project. These will enhance the natural landscape and biodiversity of the site through the planting of pollinator species which will help to preserve wildlife, including monarch butterflies.
- » Placemaking shall be encouraged in commercial areas, which may contain decorative pavers, benches, trash receptacles, as well as supplemental plantings.
- » Whenever foundation landscaping is not feasible along commercial buildings, potted planters shall be installed along the front building facade. Final pot design and placement shall be approved by Development Services.
- » A 20' perimeter buffer shall be utilized where residential areas border Rex Road and Avent Ferry Road.
- » A 10' perimeter buffer shall be utilized where commercial areas border Rex Road and Avent Ferry Road.
- » Street trees shall be required to be placed every 40 feet along Rex Road and Avent Ferry Road.
- » Reforestation areas will be located across the development and distributed to ensure access for all residents. These will be planted in accordance with UDO section 4.4.3. A.

GREEN STORMWATER INFRASTRUCTURE

- » Green Stormwater Infrastructure will be used on the project site to treat a portion of stormwater runoff from development. The specific usage will include at least one of the specific GSI type devices below:
 - » Bio-retention Basin; Permeable Pavement; Rainwater Cistern; Planter Boxes; Integrated Rain Gardens
 - » Rain Gardens shall be implemented in the commercial section of the development and at the residential amenity center.



Pocket park areas throughout the site encourage active recreation.



Reforestation areas will planted throughout the site in accordance with UDO standards.



Buffers will planted along roadways. 20' buffers will be used for residential uses and a 10' buffer will be used for commercial uses.



Wildflower meadows will protect biodiversity and enhance the natural environment of the site.



Street trees will be planted along Avent Ferry and Rex Road.

5 Design Standards

GATHERING & OPEN SPACE

KEY ELEMENTS

- » Urban civic space shall be met by introducing plaza areas that will be available for all residents and business patrons alike. These plaza areas shall contain the following elements: benches, trash receptacles, decorative pavers and supplemental landscaping.
- » The overall open space provided shall be 11.2 acres.
- » Pocket parks shall be distributed throughout the entire development and connected via sidewalks for easy bicycle and pedestrian access.
- » A public park shall be constructed as part of the Town’s park search area program.
- » A pedestrian network of trails and sidewalks shall be dispersed across the development area.
- » Active Recreation space shall include walking trails, native flowers, a pickle ball court, shade structures, benches, a clubhouse, play lawns, a pool, dog parks, and tot lots.
- » Community art pieces shall be installed at the commercial corner at the intersection of Avent Ferry and Rex Road and within the pollinator garden located in the public access recreation area on the eastern side of the site.

OPEN SPACE SITE DATA TABLE		
Total Site Area: 56.91 acres	UDO Standard	Proposed Standard
On-site Open Space	12% 6.83 acres	19% 11.2 acres
Tree Preservation Area	10% 5.7 acres	10% 5.7 acres
Active Recreation Area	0% 0 acres	5% 3.1 acres
Urban Civic Space	0.5% 12,396 sf	0.5% 12,396 sf
Flexible Space	1.5% 0.85 acres	4% 2.5 acres



Pocket parks dispersed across the project area



Balance of hardscape and landscape



Benches, seating and other amenities will activate open spaces



Supplemental plantings and varied planters add visual interest



Walking paths and trails

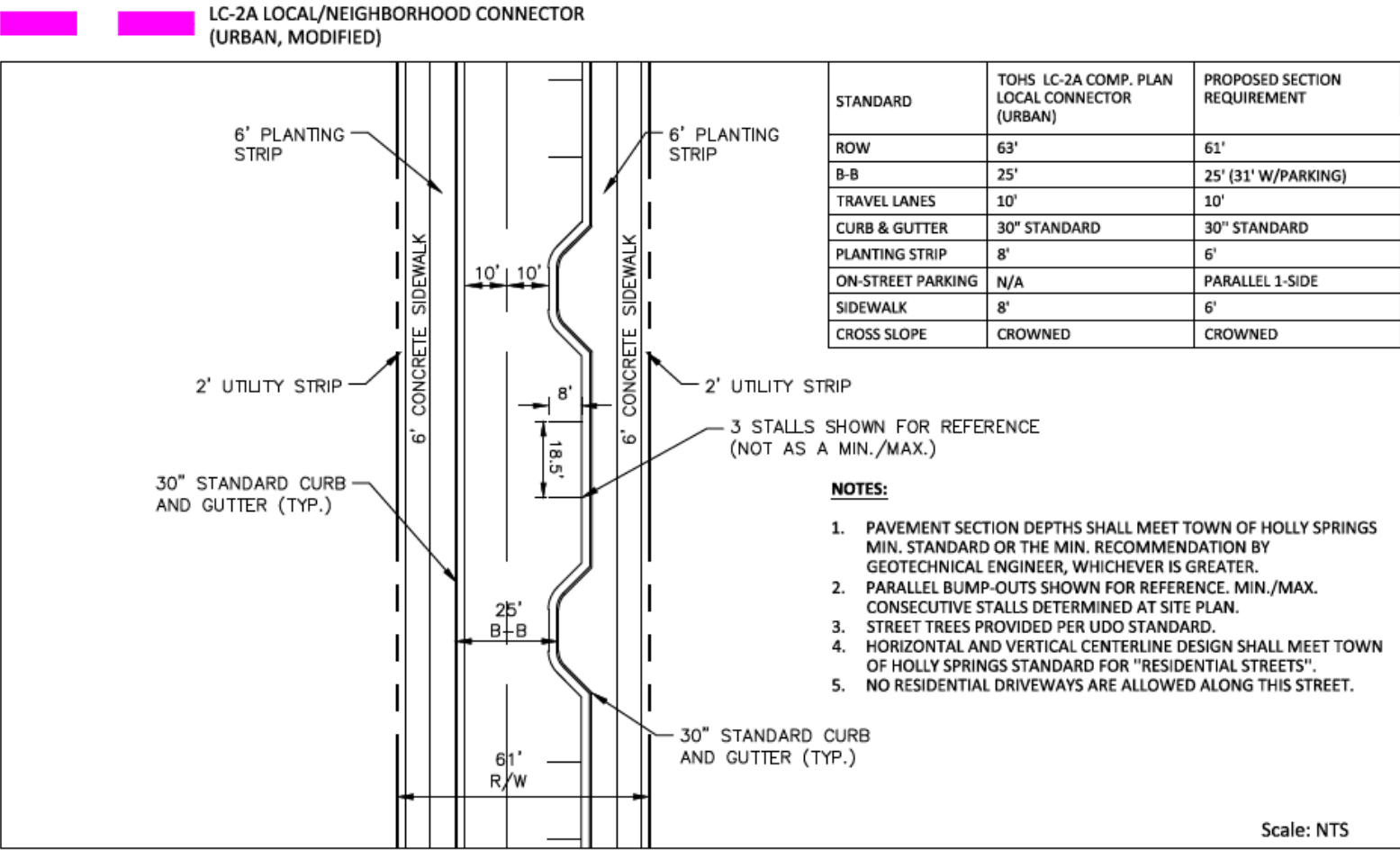


Variation assures interest is maintained within the gathering space

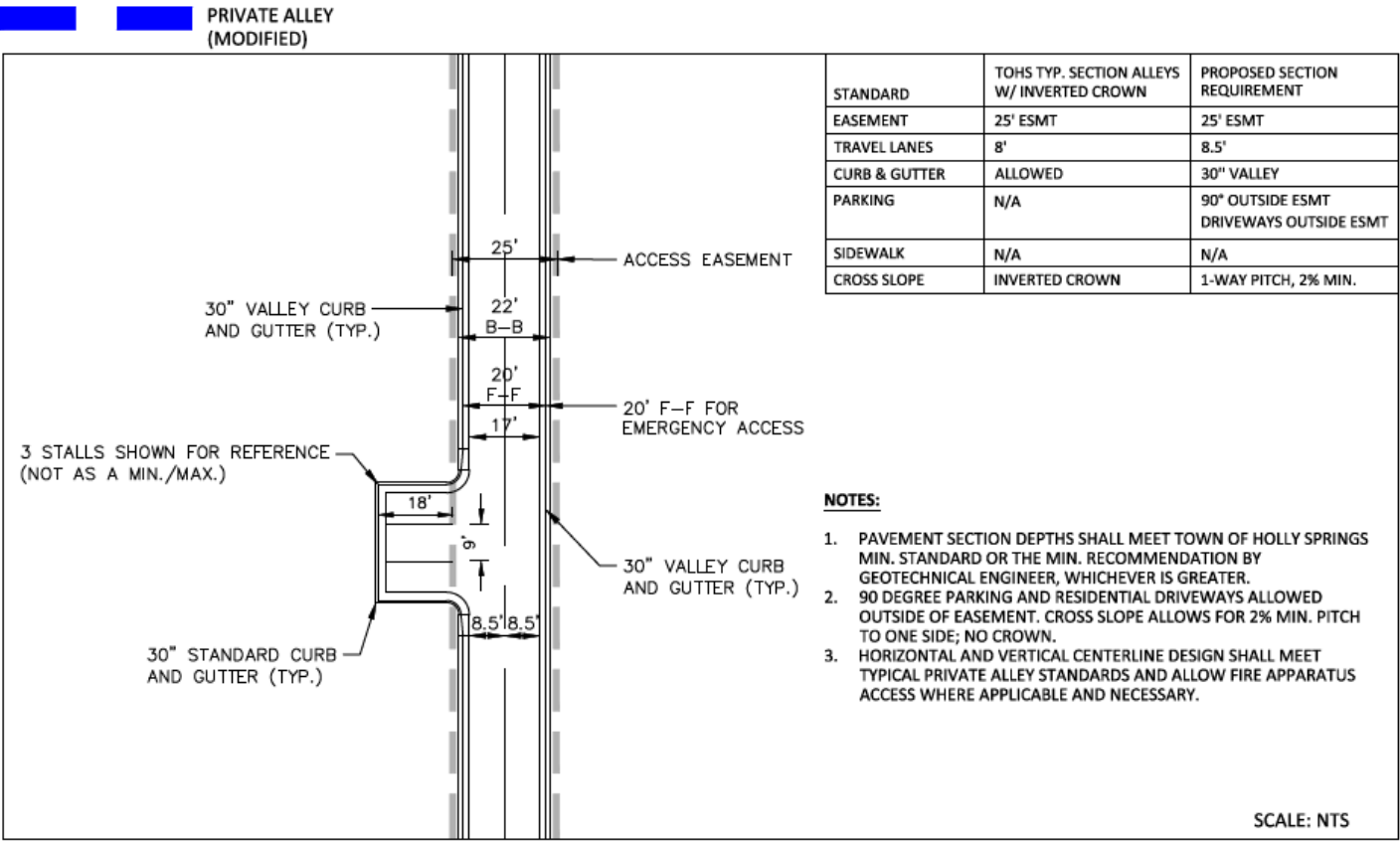
6 Streetscape and Mobility Standards

The internal streets for Ragan Mixed-Use shall be constructed to the standards outlined in this section.

PUBLIC RESIDENTIAL STREETS

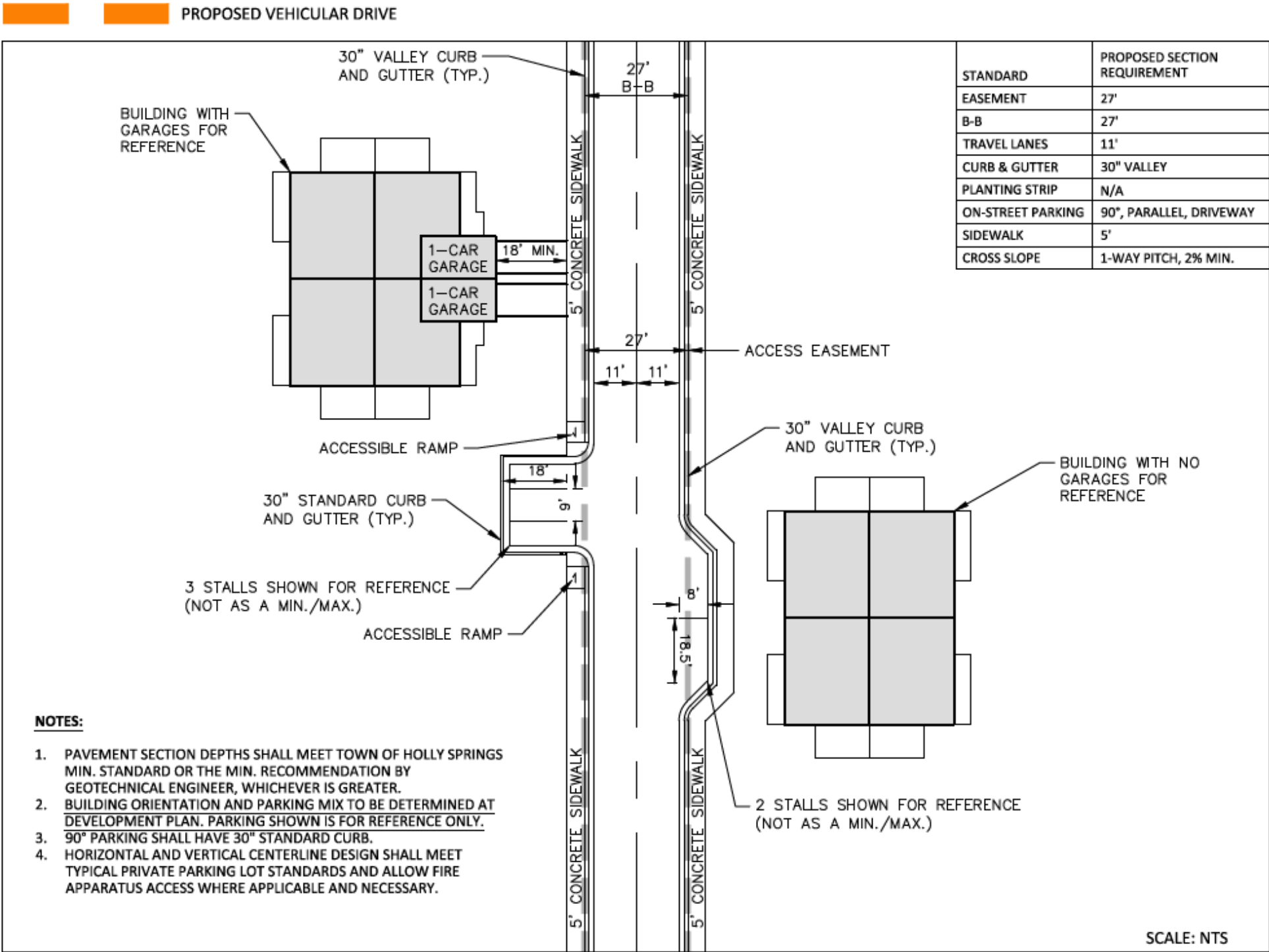


RESIDENTIAL ALLEYS



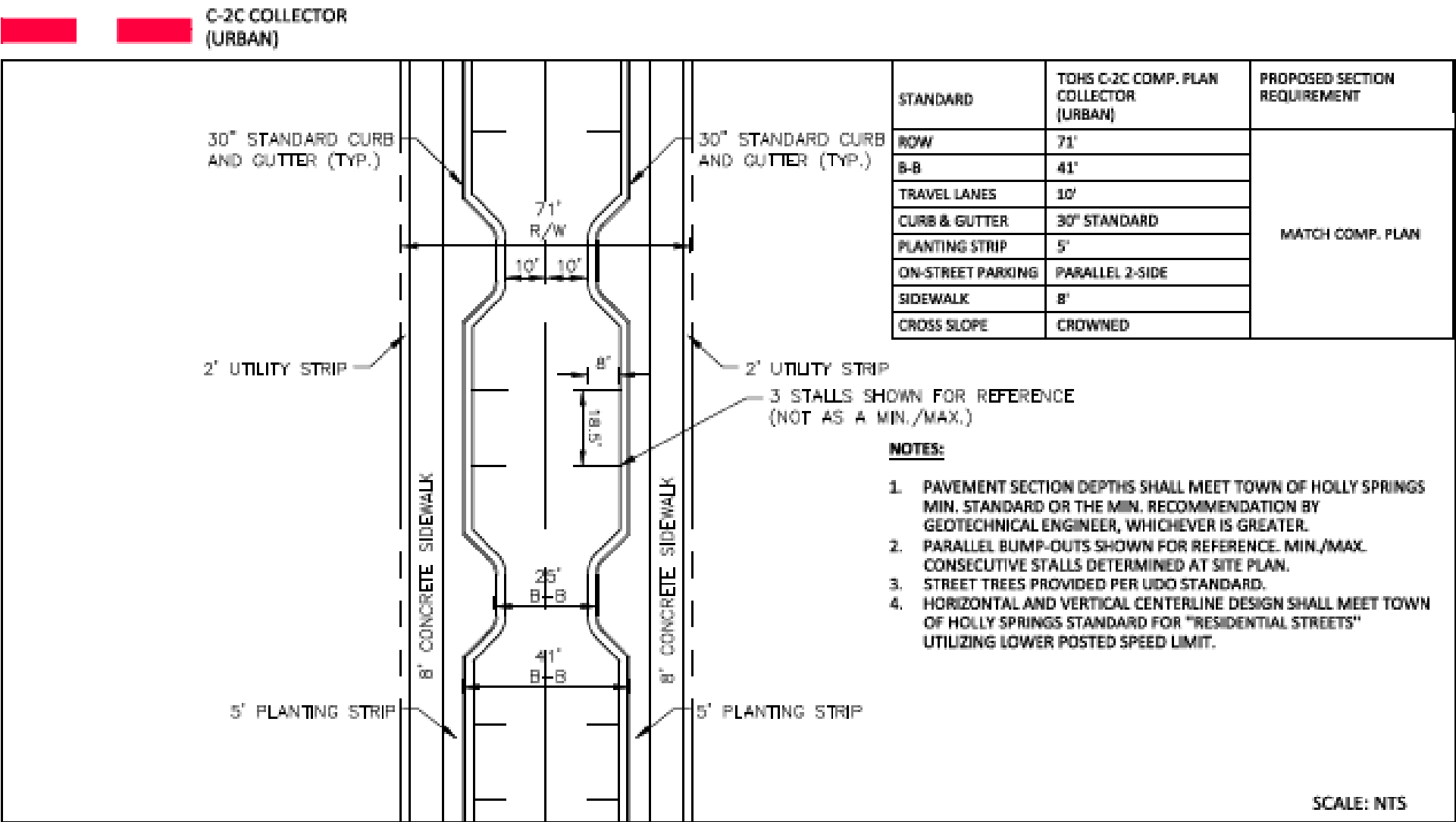
6 Streetscape and Mobility Standards

Private Drives



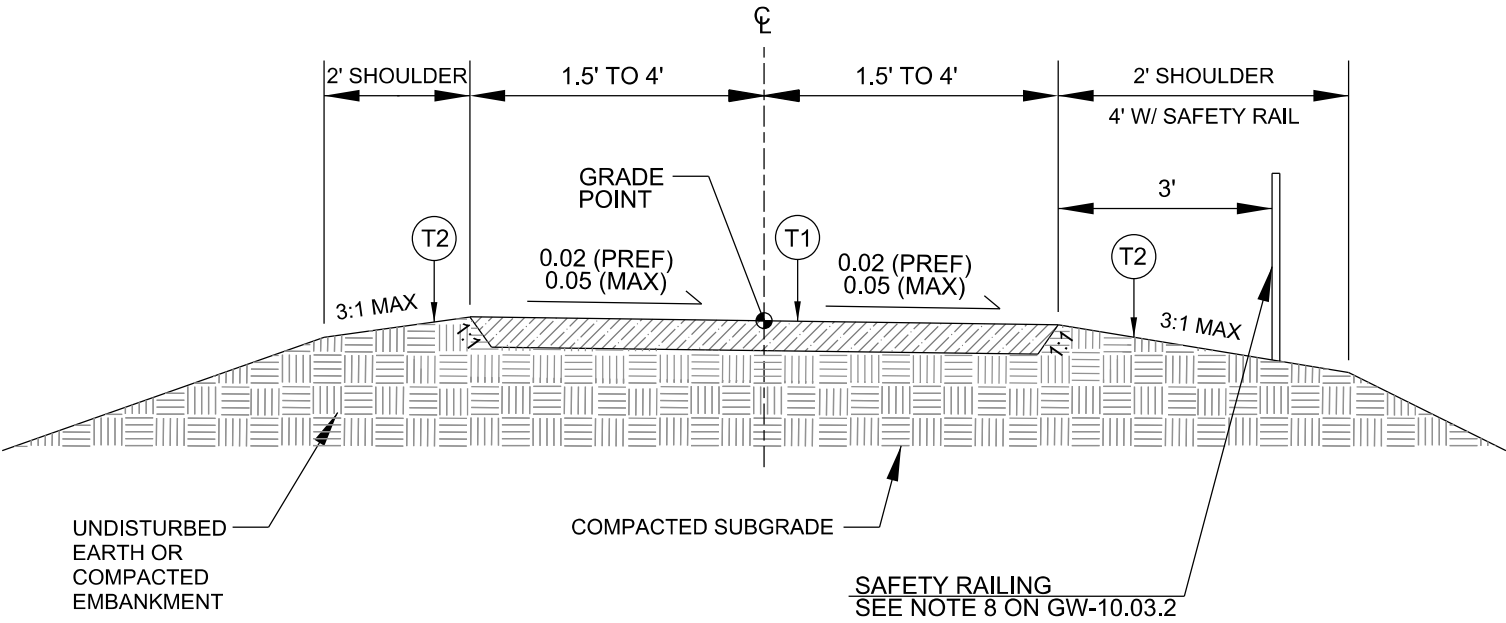
6 Streetscape and Mobility Standards

COMMERCIAL ACCESS STREETS

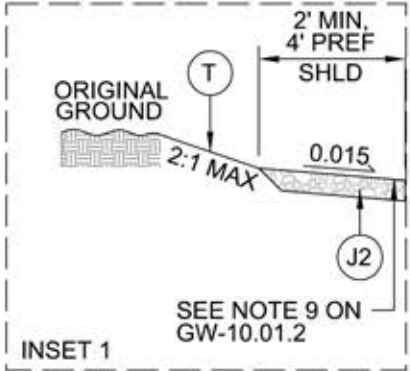
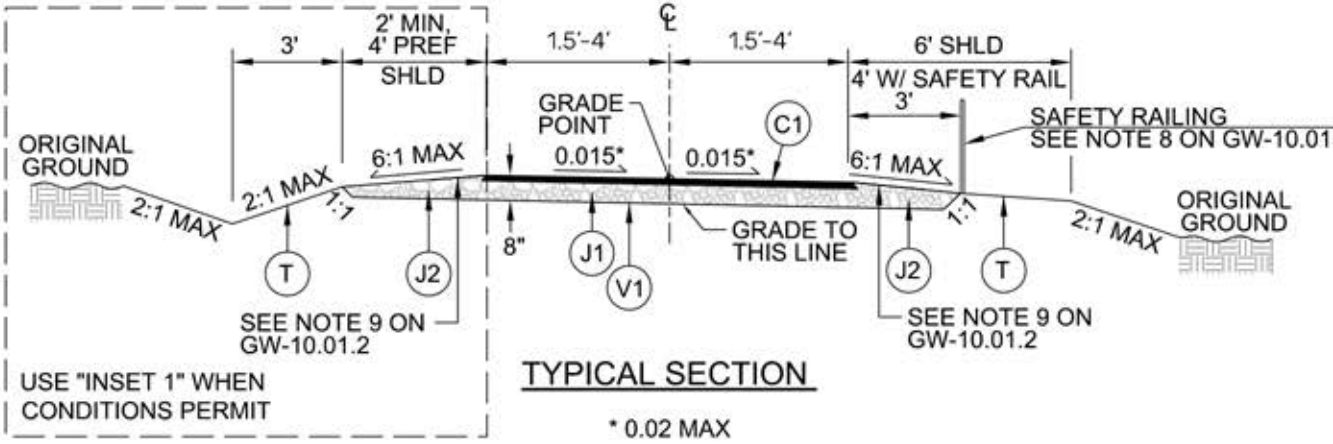


6 Streetscape and Mobility Standards

Pedestrian Trails Furniture location and detail to be finalized at time of development plan.



UNPAVED TRAIL



ASPHALT TYPICAL TRAIL SECTION
VARIABLE WIDTH



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

Public Hearings

Title: Voluntary Annexation A24-02 Operations Campus - Legislative Public Hearing

Strategic Priority Area: Organizational Excellence
Growth Management & Economic Vitality

Staff Resource: Sean Ryan, Development Services

Action(s):

1. Conduct legislative Public Hearing.
2. Adopt Annexation Ordinance A24-02.

Explanation:

- The Town has received a petition for voluntary annexation of 30.95 +/- acres, located in the vicinity of Bumgardner Drive.
- The owner of the property is the Town of Holly Springs.
- The property is intended for a future Operations Campus.
- Annexation is being requested at this time in order to develop the property.
- Staff has requested feedback from all departments and there were no issues with this annexation.

Background:

- The Town Council ratified the purchase of the 30.95 acres from Duke Energy to develop an Operations Campus on November 3, 2020, and recorded property deed on December 30, 2020.
- The property is contiguous with town limits.
- The property meets all statutory requirements for annexation.

Funding Source(s):

N/A

Attachment(s):

1. A24-02 Ordinance
2. 24-16 Sufficiency of Annexation A24-02
3. A24-02 Map



Annexation Ordinance No.: **A24-02**

Please mail after recordation to:

Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

**An Ordinance to Extend the Corporate Limits
of the Town of Holly Springs, North Carolina**

WHEREAS, the Town Council of the Town of Holly Springs has been petitioned pursuant to the provisions of N.C.G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Town Council of the Town of Holly Springs has directed the Town Clerk to investigate the sufficiency of the petition for annexation; and

WHEREAS, following the certification of the sufficiency of the petition by the Town Clerk, the Town Council fixed a date for a public hearing on the question of annexation and caused a notice thereof to be published in a paper of general circulation in the Town of Holly Springs once ten days prior to the date of the hearing; and

WHEREAS, the Town Council found as a fact following public hearing on the matter that the petition for annexation is sufficient and meets all of the requirements set forth in N.C.G.S. 160A-31;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HOLLY SPRINGS,
NORTH CAROLINA:**

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Holly Springs effective as of the 19th day of March 2024.

Being that area of land marked Annexation Area as shown on the map recorded in Book of Maps ____ Page ____ in the Wake County Register of Deeds office and described as follows:

Beginning at an Existing Iron Pipe located at the Southeast corner of that parcel of land owned by Seqirus, Inc. (PIN No. 0649119084), Deed Book 16104, Page 1384, Wake County registry, Said Pipe having North Carolina Geodetic Coordinates (NAD 83; 2011) N: 690,836.541', E: 2,042,500.717'. Thence, S 89°01'44" E a distance of 336.45' to an Existing Iron Pipe; Thence, S 88°58'24" E a distance of 279.40' to an Existing Iron Pipe; Thence, S 89°03'28" E a distance of 281.35' to an Existing Iron Pipe; Thence, S 00°26'37" E a distance of 900.14' to a New Iron Pipe; Thence, N 89°52'45" W a distance of 993.27' to an Existing Iron Pipe; Thence, N 53°26'05" W a distance of 858.29' to an Existing Iron Pipe; Thence, N 02°49'24" E a distance of 403.64' to an Existing Iron Pipe; Thence, S 89°54'59" E a distance of 758.70' to an Existing Iron Pipe, being the Point and Place of Beginning and containing an area of 30.944 Acres, More or Less.

Adopted this, the 16th day of July 2024.

ATTEST TO:



Linda C. McKinney, Town Clerk

Sean Mayefskie, Mayor

I, Linda C. McKinney, Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held July 16, 2024, 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 16th day of July, 2024.

Linda C. McKinney, Town Clerk





Resolution No. 24-16

Date Adopted: June 18, 2024

Annexation No.: A24-02

**RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK
TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58 AND FIXING THE DATE
OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION**

WHEREAS, a petition requesting annexation of a contiguous 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: Wake County PIN No. 0649206441

Beginning at an Existing Iron Pipe located at the Southeast corner of that parcel of land owned by Seqirus, Inc. (PIN No. 0649119084), said Pipe having North Carolina Geodetic Coordinates (NAD 83; 2011) N: 690,836.541', E: 2,042,500.717'. Thence, S 89°01'44" E a distance of 336.45' to an Existing Iron Pipe; Thence, S 88°58'24" E a distance of 279.40' to an Existing Iron Pipe; Thence, S 89°03'28" E a distance of 281.35' to an Existing Iron Pipe; Thence, S 00°26'37" E a distance of 900.14' to a New Iron Pipe; Thence, N 89°52'45" W a distance of 993.27' to an Existing Iron Pipe; Thence, N 53°26'05" W a distance of 858.29' to an Existing Iron Pipe; Thence, N 02°49'24" E a distance of 403.64' to an Existing Iron Pipe; Thence, S 89°54'59" E a distance of 758.70' to an Existing Iron Pipe, being the Point and Place of Beginning and containing 30.95 acres, more or less.

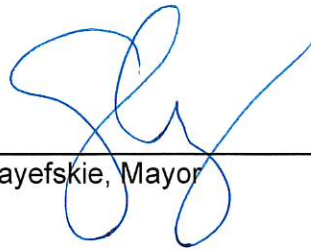
NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, July 16, 2024.

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 18th day of June, 2024.



Sean Mayefskie, Mayor

ATTEST:



Linda McKinney, Town Clerk



Annexation Information

Annexation Number

A24-02

Total Acres

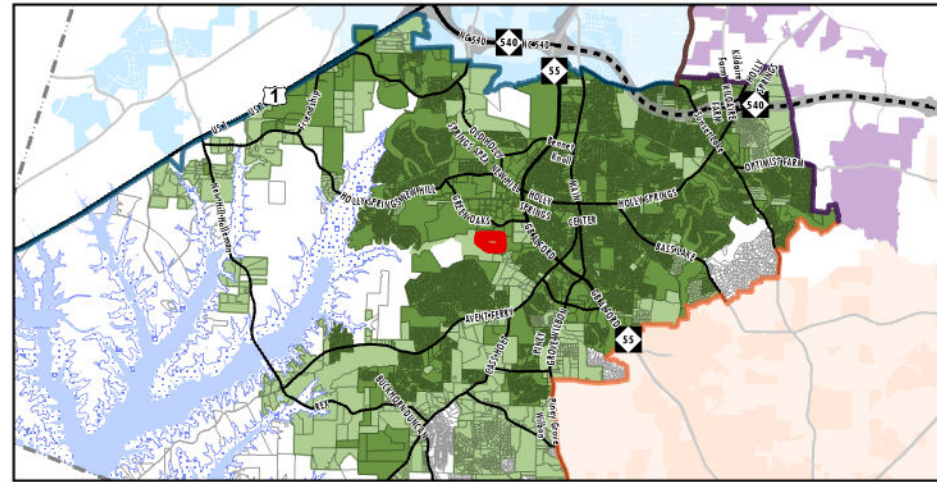
30.95 ac

Property Address

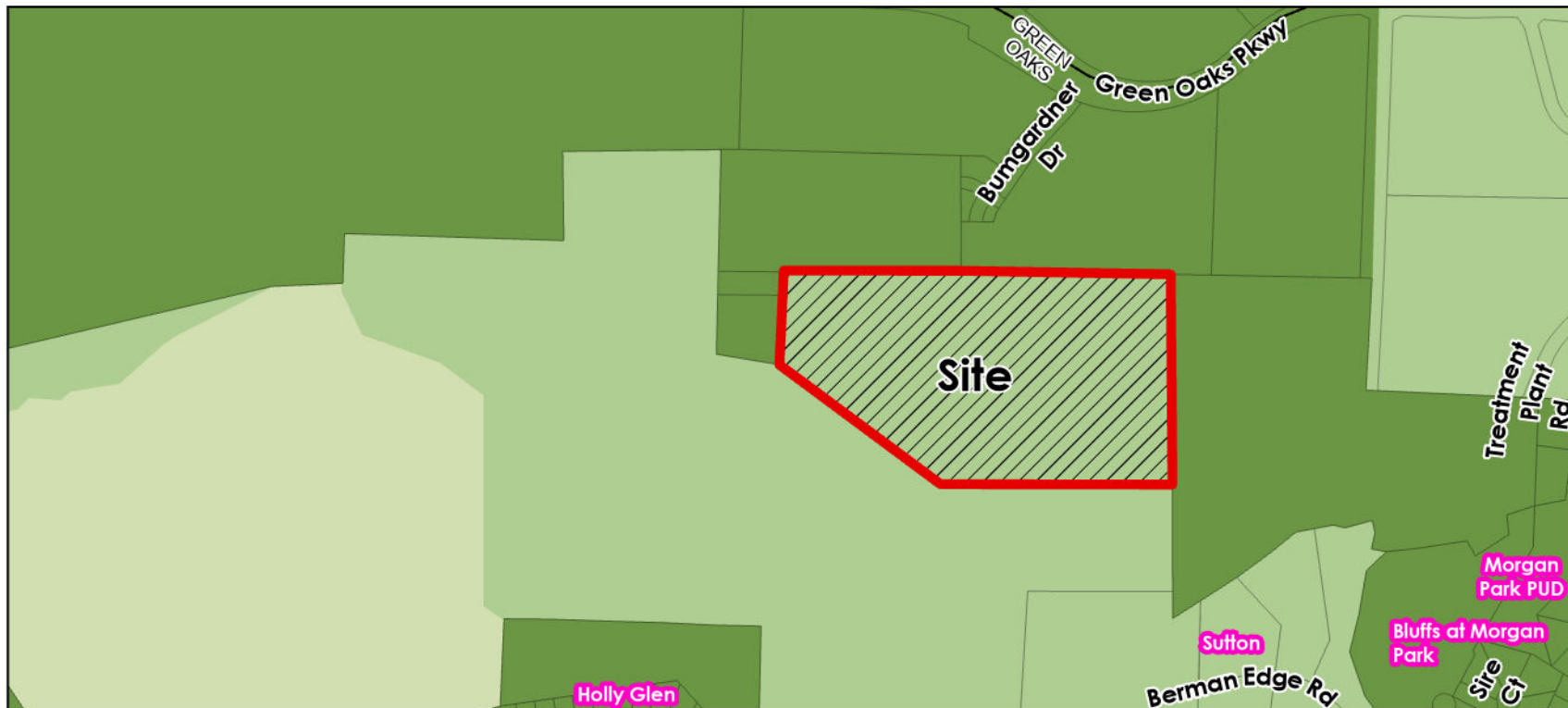
0 Bumgardner Dr

Contiguous to Town Limits

■ Yes □ No



Town Location Map



Property Location Map

Holly Springs



Apex



Fuquay-Varina



Cary



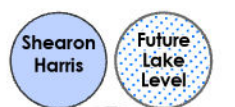
Subdivision

Apex/Cary
Annexation Agreement

Apex/Holly Springs
Annexation Agreement

Cary/Holly Springs
Annexation Agreement

FV/Holly Springs
Annexation Agreement



Parcels



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

Public Hearings

Title: Town of Holly Springs Operations Campus Phase 1B Public Hearing, Acceptance of Guaranteed Maximum Price Approval and Adopt Approving Resolution

Strategic Priority Area: Growth Management & Economic Vitality
Organizational Excellence

Staff Resource: Kimberly Keyes, Utilities and Infrastructure, Tina Stroupe, Finance

Action(s):

- Hold public hearing for 2024 Limited Obligation Bonds in the amount not to exceed \$53,000,000.
- Adopt Approving Resolution authorizing the delivery of the official statement, authorizing the execution of the contract, authorizing the execution of the deed of trust, authorization to execute the bond purchase agreement and to proceed with the financing.
- Adopt Town Building Capital Project Ordinance (24-31) and accept Construction Services Guaranteed Maximum Price (GMP) Amendment 003 with Edifice General Contractors (Construction Manager at Risk- CMAR) in the amount of \$45,997,192 for the Operations Campus Phase 1B (inclusive of all design, site work, Phase 1-A, construction, and furniture and fixtures) and authorize the Town Manager to approve associated contracts within the approved project budget and project scope.

Explanation:

- The Town of Holly Springs Operations Campus is currently divided into two construction phases (Phase 1A and Phase 1B). In future years, Phase 2 of the Operations Campus is envisioned to include construction of a replacement fuel farm, fleet maintenance shop, and additional vehicle and equipment parking. Phase 2 is not currently funded.
- On June 20, 2023, the Town Council approved the Construction Services Guaranteed Maximum Price (GMP) contract with Edifice for \$2,811,760 for Phase 1A of the Operations Campus.
- Phase 1A is currently under construction and consists of the extension of Bumgardner Road to the northern property line of the future Operations Campus, a gravel entrance drive to the new 2-acre Laydown Area that will provide storage space for vehicles and equipment needed by the Public Works and Utilities and Infrastructure departments. Other Phase 1A activities include cleaning and erosion control, mass grading, stormwater with anticipated completion in late fall 2024.
- Phase 1B includes the construction of the new Operations Building, Administration Building, Yard Waste Convenience Center, and associated parking and stormwater management devices.
- GMP Amendment 003 includes construction contingency, that may be utilized for scope gaps, weather delays and response, labor shortages and subcontractor default and

allowances for such things as mass rock removal and stockpile. The administration building also includes shelling out of a second floor to strategically position the Town for future upfit as the Town organization grows.

- Staff recommends approval of the Operations Campus Phase 1B Guaranteed Maximum Price (GMP) Amendment 003 for \$45,997,192 funded through Limited Obligation Bonds (LOBs), which is slightly lower than what was shared at the June 11, 2024 workshop.
- **Limited Obligation Bond Public Hearing**
 - The 2024 Limited Obligation Bonds (LOBs) in the amount not to exceed \$53,000,000 is comprised of refunding of prior 2014 LOBs not to exceed \$8,500,000 and a not to exceed \$44,500,000 for Phase 1B Operations Campus financing. When bonds are issued, not to exceed issuance amounts are used and higher than the anticipated project budget costs to ensure by the Local Government Commission that municipalities are able to continue with the debt issuance process and issue the amounts needed in case of elevated final project costs or issuance costs. However, the town now has a GMP, which mitigates the project cost risk and the Town intends to only issue the amount budgeted for this project.
 - This public hearing and associated resolution are the next requirements for issuing LOBs for town projects.
 - A LOB is an approved form of municipal financing in North Carolina whereby the debt is sold to investors and the debt is secured (or collateralized) using the acquired asset or another asset of the municipality.
 - Staff recommends the financing of Phase 1B of the new Operations Campus through issuance of LOBs with approval from the Local Government Commission (LGC).
 - The Town has previously issued limited obligation bonds, dated as of September 1, 2014 and the proceeds to finance the capital costs of the new law enforcement center for the Town, a portion of the Town's North Main Athletic Complex (Ting Park), and certain transportation improvements.

Town Building Capital Project Ordinance (24-31) appropriates all funds for projects budgeted in the Town Building Capital Fund to include the Operations Campus.

- This ordinance increases the total project fund to appropriate additional bond proceeds (including bond premium) as well as interest earnings as detailed at the Town Council June Workshop.
- This ordinance appropriates interest earnings to cover bond debt issuance costs associated with the previous LOB issuance for the initial Operations Campus phase.
- This ordinance also includes a \$650,000 transfer from Street Reserves related to costs associated with the adjacent Southern Access Road improvements and economic development recruitment efforts.
- A more detailed breakdown of the appropriations is included in the ordinance summary attached with this agenda item.

Background:

- In 2017, the Town selected Stewart, Cooper and Newell to develop a space needs assessment and recommendation for the Public Works Facility to address the long-term space requirements for that facility. The report recommended the construction of a new public works facility and the use of the existing site for Fleet Maintenance. Since that

Town Council Business Meeting
July 16, 2024

time, the space needs for Public Works and Fleet Maintenance have increased.

- In 2019, the Town selected Creech and Associates to perform a comprehensive space needs assessment for staff and programs currently located at Town Hall. Their assessment concluded that over the span of 20 years, Town Hall employee numbers are projected to grow 76.6%. The assessment recommended a new building that would include Development Services, Utilities and Infrastructure, and components of other departments such as Finance, IT, and Parks and Recreation.
- The current and future space needs at Public Works and Town Hall greatly exceed the capacity of both buildings. The Operations Campus will consist of a new Administration Building, Operations Building and a Citizens Convenience Center for yard waste.
- The Town purchased the site in 2020 from Duke Energy for the purpose of securing a location that could meet the Town's current and expanding public service delivery needs well into the future. Additionally, the site is master planned as a campus, whereby over time a full build out will occur to house various public services operations and maintenance at this main campus location.
- The proposed Operations Campus will be situated on a 30-acre plot of land, adjacent to the Town's Utey Creek Water Reclamation Facility. Phase 1A provides for several development components, including the extension of Bumgardner Road leading to the property, the construction of a new gravel access drive, and the establishment of a 2-acre laydown area. Phase 1A commenced in July 2023 and is expected to reach completion by late fall 2024. Subsequently, Phase 1B will involve the construction of a new Administration Building, Operations Building, and Citizens Convenience Center, as well as dedicated areas for vehicle and equipment storage. Phase 1B is planned to commence in the late summer of 2024 and is anticipated to be finalized by early 2026.
- On June 18, 2023, Town Council adopted the Initial Resolution authorizing the negotiation of an installment financing contract, calling for a public hearing and directing publication of the Notice of Public Hearing, directing application to the Local Government Commission, and direction to retain the necessary professionals essential for the debt issuance process.
- The Town selected Edifice Contractors to deliver the project through the Construction Manager at Risk (CMAR) project construction delivery method.

Funding Source(s):

Community Investment Plan - Limited Obligation Bond (LOB) Proceeds / Interest Earnings / Utility Reserves / Street Reserves

Attachment(s):

1. Approving Resolution - Holly Springs 2024 LOBs - v.1
2. First Supplement - Holly Springs 2024 LOBs - v.1
3. First Notice of Extension - Holly Springs 2024 LOBs - v.1
4. Summary or Ordinance Changes for July 16
5. Town Building Capital Project Ordinance (24-31)
6. 003 - Exhibit A - A133 - 2019 - Ops Campus GMPA 003 Phase 1B Draft
7. 004 - Exhibit B - Ops Campus GMP 003 Phase 1B Worksheet Draft
8. First Contract Amendment - Holly Springs 2024 LOBs - v.1
9. Preliminary Official Statement-Holly Springs 2024 LOBs (4891-4881-9381.2)
10. Bond Purchase Agreement-Holly Spring 2024 LOBs (4864-3097-7717.1)

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND AN EXTENSION OF A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the Town of Holly Springs, North Carolina (the “*Town*”) is a validly existing municipal corporation of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the Town has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Town has previously entered into an Installment Financing Contract, dated as of September 1, 2023 (the “*2023 Contract*”), with Holly Springs Public Facilities Corporation, a North Carolina nonprofit corporation (the “*Corporation*”), the proceeds of which were used to finance the capital costs of (a) the construction and equipping of a fire station known as Fire Station 3 (the “*Fire Station*”), (b) the acquisition of a fire truck, and (c) sitework for a new operations campus (the “*Operations Campus*”);

WHEREAS, to secure the Town’s obligations under the 2023 Contract, the Town executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2023 (the “*2023 Deed of Trust*”) granting a security interest in the site of the Fire Station and the real estate improvements thereon and appurtenances thereto;

WHEREAS, the Town has also previously entered into an Installment Financing Contract, dated as of September 1, 2014, with the Holly Springs Facility Company, the proceeds of which were used to finance the capital costs of (a) a new law enforcement center for the Town, (b) a portion of the Town’s North Main Athletic Complex, and (c) certain transportation improvements (collectively, the “*Refunded 2014 Projects*”);

WHEREAS, the Town Council of the Town (the “*Town Council*”) previously determined that it is in the best interest of the Town to (1) execute and deliver an amendment to the 2023 Contract (the “*First Amendment*” and together with the 2023 Contract, the “*Contract*”) to (a) finance the construction, equipping, and furnishing of the Operations Campus (the “*2024 Project*”), (b) refinance the Refunded 2014 Projects, and (c) pay the costs of executing and delivering the First Amendment, and (2) pursuant to a notice of extension (the “*First Extension*”), extend the lien created by the 2023 Deed of Trust to the site of the Operations Campus;

WHEREAS, the Corporation will execute and deliver its Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 (the “*Bonds*”) in an aggregate principal amount not to exceed \$53,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the Bonds by the Corporation to PNC Capital Markets LLC (the “*Underwriter*”), the Town will execute and deliver a Bond Purchase Agreement to be dated on or about August 14, 2024 (the “*Bond Purchase Agreement*”) among the Town, the Corporation and the Underwriter;

WHEREAS, there have been described to the Town Council the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Town Council, which the Town Council proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing:

- (1) the First Amendment;
- (2) the First Extension;
- (3) a Supplemental Indenture, Number 1 between the Corporation and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”), which supplements an Indenture of Trust dated as of September 1, 2023 between the Corporation and the Trustee, including the form of the Bonds; and
- (4) the Bond Purchase Agreement;

WHEREAS, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been presented to the Town Council, and a final Official Statement relating to the Preliminary Official Statement (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the Bonds and the Town;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the Town Council conducted a public hearing at this meeting to receive public comment on the proposed First Amendment, the First Extension, the financing of the 2024 Project, and the refinancing of the Refunded 2014 Projects; and

WHEREAS, the Town has filed an application to the LGC for approval of the First Amendment and will receive the approval of the LGC before executing and delivering the First Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:

Section 1. Ratification of Instruments. All actions of the Mayor, the Town Manager, the Finance Director, the Town Clerk, the Town Attorney, including anyone serving as such in an interim capacity, and their respective designees (individually and collectively, the “*Authorized Officers*”), whether previously or hereinafter taken, in effectuating the proposed financing are approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. Authorization of the Official Statement. The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the final Official Statement by the Underwriter in connection with the offering and sale of the Bonds is in all respects authorized, approved and confirmed. The Authorized Officers are authorized and directed, individually and collectively, to deliver, on behalf of the Town, the Official Statement in substantially such form, with such changes, insertions and omissions as he or she may approve.

Section 3. Authorization to Execute the Instruments. The Town approves the transactions contemplated by the Instruments, including the sale of the Bonds to the Underwriter, in accordance with

the terms of the Instruments, which will be valid, legal and binding obligations of the Town in accordance with their terms. The form and content of the Instruments are in all respects authorized, approved and confirmed, and the Authorized Officers are authorized, empowered and directed, individually and collectively, to execute and deliver the Instruments, including necessary counterparts, in substantially the form and content presented to the Town Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Instruments presented to the Town Council. From and after the execution and delivery of the Instruments, the Authorized Officers are authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

Section 4. Town Representative. The Authorized Officers are each designated as the Town's representative to act on behalf of the Town in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Authorized Officers are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the Town Attorney, which the Town Attorney is authorized to furnish on behalf of the Town, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The Authorized Officers are in all respects authorized on behalf of the Town to supply all information pertaining to the Town for use in the Official Statement and the transactions contemplated by the Instruments or the Preliminary Official Statement. The Authorized Officers are authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments.

Section 5. Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. Repealer. All motions, orders, resolutions and parts thereof, in conflict herewith are repealed.

Section 7. Effective Date. This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE) ss:

I, *Linda McKinney*, Town Clerk of the Town of Holly Springs, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND AN EXTENSION OF A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” duly adopted by the Town Council of the Town of Holly Springs, North Carolina at a meeting held on the 16th day of July, 2024.

WITNESS my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the ____ day of July, 2024.

(SEAL)

Linda McKinney
Town Clerk
Town of Holly Springs, North Carolina

HOLLY SPRINGS PUBLIC FACILITIES CORPORATION

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

SUPPLEMENTAL INDENTURE, NUMBER 1

Dated as of
August 1, 2024

SUPPLEMENTAL INDENTURE, NUMBER 1

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS.....	1
ARTICLE II THE 2024 BONDS	3
Section 2.1. Authorized Amount of 2024 Bonds.....	3
Section 2.2. General Terms of 2024 Bonds.....	3
Section 2.3. Delivery of 2024 Bonds.....	3
Section 2.4. Details of 2024 Bonds; Payment.	3
Section 2.5. Arbitrage and Tax Covenants	5
ARTICLE III PREPAYMENT OF 2024 BONDS.....	6
Section 3.1. Prepayment Dates and Prices.....	6
Section 3.2. Selection	7
Section 3.3. Notice of Prepayment	7
Section 3.4. Prepayment Mechanics	7
Section 3.5. Cancellation	8
Section 3.6. Delivery of New 2024 Bonds On Partial Prepayment of 2024 Bonds	8
ARTICLE IV CREATION OF ACCOUNTS; APPLICATION OF 2024 BOND PROCEEDS.....	9
Section 4.1. Creation of Accounts	9
Section 4.2. Application of Proceeds.....	9
ARTICLE V MISCELLANEOUS	10
Section 5.1. Parties Interested Herein.....	10
Section 5.2. Titles, Headings, Captions, Etc.....	10
Section 5.3. Severability	10
Section 5.4. Governing Law	10
Section 5.5. Execution in Counterparts; Electronic Versions.....	10
Section 5.6. E-Verify.	10
Section 5.7. Full Force and Effect	10
Section 5.8. Electronic Instructions; Electronic Signature	10
Section 5.9. USA Patriot Act.....	11
EXHIBIT A – FORM OF 2024 BOND	A-1

SUPPLEMENTAL INDENTURE, NUMBER 1

THIS SUPPLEMENTAL INDENTURE, NUMBER 1 dated as of August 1, 2024 (together with any supplements and amendments hereto made in accordance herewith, this “*First Supplement*”), is between **HOLLY SPRINGS PUBLIC FACILITIES CORPORATION** (the “*Corporation*”), a nonprofit corporation duly created and existing under the laws of the State of North Carolina (the “*State*”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the “*Trustee*”), as trustee under the Indenture of Trust dated as of September 1, 2023 (the “*2023 Indenture*”), between the Corporation and the Trustee, being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the State of North Carolina (the “*State*”). This First Supplement supplements and amends the 2023 Indenture.

WITNESSETH:

WHEREAS, the Corporation proposes to execute and deliver Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 (the “*2024 Bonds*”) under the 2023 Indenture and this First Supplement;

WHEREAS, the Corporation intends to apply the proceeds of the 2024 Bonds to (1) finance the construction, equipping, and furnishing of a new operations campus, (2) refinance the Holly Springs Facility Company Limited Obligation Bonds, Series 2014 maturing on and after October 1, 2025, and (3) pay the costs related to the execution and delivery of the 2024 Bonds;

NOW THEREFORE, in addition to the rights, titles and interests granted by the Corporation to the Trustee in the 2023 Indenture, the Corporation, in consideration of the mutual covenants and agreements contained in the 2023 Indenture and for the benefit of the Owners, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to further secure the payment of the principal and interest with respect to all Bonds at any time outstanding under the 2023 Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds and contained in the 2023 Indenture, and to declare the terms and conditions on and subject to which the Bonds are executed and delivered and secured, has executed and delivered the 2023 Indenture and has granted, warranted, aliened, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, warrant, alien, remise, release, convey, assign, sell, set over and confirm unto the Trustee, and to its successors and assigns forever, all rights, title and interest of the Corporation in the 2023 Contract, as amended by Amendment Number One to the Installment Financing Contract dated as of August 1, 2024, between the Corporation and the Town;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein it is agreed as follows:

ARTICLE I DEFINITIONS

Except as provided herein, all defined terms contained in the 2023 Indenture, the 2023 Contract and the First Amendment have the same meanings in this First Supplement. In addition, the following words and terms, unless the context otherwise requires, have the following meanings:

“*First Amendment*” means Amendment Number One to the Installment Financing Contract dated as of August 1, 2024, between the Corporation and the Town.

“*First Supplement*” means this Supplemental Indenture, Number 1 dated as of August 1, 2024, between the Corporation and the Trustee and any amendments or supplements adopted in accordance with the terms of the 2023 Indenture and this First Supplement.

“*Indenture*” means, collectively, the 2023 Indenture and the First Supplement, as may be further supplemented and amended from time to time.

“*Interest Payment Date*” means, with respect to the 2024 Bonds, each April 1 and October 1, beginning April 1, 2025.

“*Refunded Bonds*” means the Holly Springs Facility Company Limited Obligation Bonds, Series 2014, executed and delivered in the original principal amount of \$17,105,000, maturing on and after October 1, 2025.

“*Refunded Bonds Trust Agreement*” means the Trust Agreement dated as of September 1, 2014, by and between the Holly Springs Facility Company and U.S. Bank National Association, the successor to which is the Trustee, pursuant to which the Refunded Bonds were executed and delivered.

“*2023 Indenture*” means the Indenture of Trust dated as of September 1, 2023 between the Corporation and the Trustee and any amendments and supplements thereto.

“*2024 Bonds*” means the Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues Pursuant to the Contract, to be executed and delivered under this First Supplement and the 2023 Indenture, the details of which are described in Section 2.4.

[END OF ARTICLE I]

ARTICLE II THE 2024 BONDS

Section 2.1. Authorized Amount of 2024 Bonds. The 2024 Bonds are being issued as Additional Bonds under the 2023 Indenture, as supplemented by this First Supplement. No 2024 Bonds may be executed and delivered under the provisions of this First Supplement and the 2023 Indenture except in accordance with this Article. The total principal amount of 2024 Bonds that may be executed and delivered is hereby expressly limited to \$[AMOUNT], except as provided in Sections 2.8 and 2.9 of the 2023 Indenture.

Section 2.2. General Terms of 2024 Bonds. The 2024 Bonds will be designated “*Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues Pursuant to an Installment Financing Contract between Holly Springs Public Facilities Corporation and the Town of Holly Springs, North Carolina.*” The 2024 Bonds will be executed and delivered as fully registered Bonds in Authorized Denominations. The 2024 Bonds will be numbered from R-1 upwards and will be substantially in the form set forth in Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by this First Supplement.

Section 2.3. Delivery of 2024 Bonds. Before the delivery by the Trustee of any of the 2024 Bonds, the items required under Section 2.11 of the 2023 Indenture must be filed with the Trustee.

Section 2.4. Details of 2024 Bonds; Payment.

(a) The 2024 Bonds will mature on October 1 of the years and in the amounts and will bear interest (computed on the basis of a 360-day year of twelve 30-day months) as follows: [to update at pricing]

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>	<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
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(b) The 2024 Bonds shall be dated as of the date of their delivery, if executed and delivered before the first Interest Payment Date, or if executed and delivered on any later date, as of the Interest Payment Date next preceding their date of execution and delivery, or if executed and delivered on an Interest Payment Date, as of such date; provided, however, that if the interest with respect to the 2024 Bonds has not been paid in full and is in default, 2024 Bonds executed and delivered in exchange for 2024 Bonds surrendered for transfer or exchange will be dated as of the date to which interest has been paid in full on the 2024 Bonds so surrendered.

The 2024 Bonds will be executed and delivered by means of a book-entry system with no physical distribution of 2024 Bonds made to the public. One 2024 Bond for each maturity will be delivered to DTC

and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2024 Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and its participants (the “*DTC Participants*”) pursuant to rules and procedures established by DTC.

Each DTC Participant will be credited in the records of DTC with the amount of such DTC Participant’s interest in the 2024 Bonds. Beneficial ownership interests in the 2024 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the “*Beneficial Owners*.” The Beneficial Owners will not receive 2024 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner will be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the 2024 Bonds will be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE 2024 BONDS, THE TRUSTEE SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE 2024 BONDS FOR ALL PURPOSES UNDER THE INDENTURE, INCLUDING RECEIPT OF ALL PRINCIPAL AND INTEREST WITH RESPECT TO THE 2024 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE TRUSTEE TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THE INDENTURE.

Payments of principal and interest with respect to the 2024 Bonds, so long as DTC is the only Owner of the 2024 Bonds, will be paid by the Trustee directly to DTC or its nominee, Cede & Co., as provided in the Blanket Letter of Representation from the Town to DTC. DTC will remit such payments to DTC Participants, and such payments thereafter will be paid by DTC Participants to the Beneficial Owners. The Town and the Trustee shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

If (a) DTC determines not to continue to act as securities depository for the 2024 Bonds or (b) the Town determines that the continuation of the book entry system of evidence and transfer of ownership of the 2024 Bonds would adversely affect the interests of the Town or the Beneficial Owners of the 2024 Bonds, the Town shall discontinue the book entry system with DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Town will cause the Trustee to authenticate and deliver replacement Bonds in the form of fully registered 2024 Bonds in accordance with DTC’s rules and procedures.

THE TOWN, THE CORPORATION AND THE TRUSTEE DO NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE 2024 BONDS; (B) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (C) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AND INTEREST WITH RESPECT TO THE 2024 BONDS; (D) THE DELIVERY OF TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO OWNERS; (E) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL PREPAYMENT OF THE 2024 BONDS; OR (F) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

If a book-entry system of evidence and transfer of ownership of the 2024 Bonds is discontinued pursuant to the provisions of this Section, the 2024 Bonds shall be delivered in accordance with DTC’s rules and procedures, as fully registered Bonds without coupons in Authorized Denominations, shall be lettered “R” and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions of Article II of the 2023 Indenture.

The 2024 Bonds will be payable in lawful money of the United States of America and at the designated corporate trust office of the Trustee on presentation and surrender. Interest with respect to the 2024 Bonds will be paid by the Trustee by check mailed on the Interest Payment Date to each Owner as its name and address appear on the register kept by the Trustee at the close on the 15th day (whether or not a Business Day) of the month next preceding an Interest Payment Date (the “*Record Date*”). At the written request of any Owner of at least \$1,000,000 in aggregate principal amount of the 2024 Bonds, principal and interest may be payable by wire transfer at the address specified in writing by the Owner by the Record Date. As long as Cede & Co. or another DTC nominee is the registered owner of the 2024 Bonds, the Trustee shall make all payments with respect to the 2024 Bonds by wire transfer in immediately available funds. CUSIP number identification with appropriate dollar amounts for each CUSIP number shall accompany all payments of principal of, premium, if any, and interest on any 2024 Bonds, whether by check or by wire transfer.

Section 2.5. *Arbitrage and Tax Covenants.* The Corporation covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from federal income taxation of the interest on the 2024 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest on the 2024 Bonds from an Owner’s gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The Corporation covenants that it will comply, or cause the Town to comply, with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2024 Bonds or other funds under their control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2024 Bonds to be “*arbitrage bonds*” for purposes of Section 148 of the Code.

[END OF ARTICLE II]

ARTICLE III
PREPAYMENT OF 2024 BONDS

Section 3.1. *Prepayment Dates and Prices.* [to update as necessary at pricing]

(a) ***Optional Prepayment.*** The 2024 Bonds maturing on or before October 1, 2034 are not subject to optional prepayment before maturity. The 2024 Bonds maturing on and after October 1, 2035 are subject to optional prepayment in whole or in part on any date on or after October 1, 2034, at the option of the Town, at the prepayment price equal to 100% of the principal amount of such 2024 Bonds to be prepaid, together with accrued interest to the date fixed for prepayment.

(b) [***Mandatory Prepayment.***]

(1) The 2024 Bonds maturing on October 1, 20__ (the “*Term Bonds*”) are subject to mandatory sinking fund prepayment on October 1 in the years and in the amounts set forth below from the principal components of the Installment Payments required to be paid by the Town under the Contract with respect to each such prepayment date, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, together with accrued interest with respect thereto to the prepayment date, without premium, as follows:

<u>YEAR</u>	<u>AMOUNT</u>
-------------	---------------

*Maturity.

(2) At its option, to be exercised on or before the 45th day next preceding any mandatory prepayment date, the Town may receive a credit in respect of its mandatory prepayment obligation for any portion of the Term Bonds which before said date has been prepaid (otherwise than through mandatory prepayment under this Section 3.1(b)) and canceled by the Trustee and not theretofore applied as a credit against any mandatory prepayment obligation. Each such portion of the Term Bonds so prepaid and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof against the Installment Payment obligation corresponding to such mandatory prepayment date. To the extent that the aggregate principal amount of such portion of the Term Bonds exceeds the Installment Payment obligation on such mandatory prepayment date, any excess over such amount shall be credited against future Installment Payment obligations with respect to the Term Bonds, as directed by the Town, and the principal amount of the Term Bonds to be prepaid shall be accordingly reduced.

The Town must on or before the 45th day next preceding each such mandatory prepayment date furnish the Trustee with its certificate indicating to what extent the provisions of the preceding paragraph are to be availed with respect to such mandatory prepayment.

(3) The Trustee may pay the mandatory prepayment amounts set forth in this Section 3.1(b) to the Owner of such Term Bonds without any notice of prepayment. The Trustee will record such payments on its books and records and on the Term Bond certificate.]

Section 3.2. Selection. If called for optional prepayment in part under Section 3.1[(a)], the 2024 Bonds to be prepaid shall be prepaid in such order as the Town shall select and within the same maturity as selected by DTC pursuant to its rules and procedures or, if the book-entry system with respect to the 2024 Bonds is discontinued as provided in Section 2.4, by lot within a maturity in such manner as the Trustee in its discretion may determine.

Section 3.3. Notice of Prepayment. Notice of prepayment identifying the 2024 Bonds or portions thereof to be prepaid shall be given by the Trustee in writing not less than 30 days nor more than 60 days before the date fixed for prepayment by Electronic Means or by first-class mail, postage prepaid (or, in the case of notice to DTC, by registered or certified mail or otherwise in accordance with DTC's then-existing rules and procedures) (1) to DTC or its nominee or to the then-existing securities depositories, or (2) if DTC or its nominee or another securities depository is no longer the Owner of the 2024 Bonds, to the then-registered Owners of the 2024 Bonds to be prepaid at their addresses appearing on the registration books maintained by the Trustee, (3) to the LGC, and (4) to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such prepayment, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the prepayment of the 2024 Bonds or portions thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the LGC or the MSRB, or any defect therein, shall not affect the validity of any proceedings for the prepayment of the 2024 Bonds.

Notice of prepayment shall specify, as applicable, (1) that the 2024 Bonds or a designated portion thereof are to be prepaid, (2) the CUSIP numbers of the 2024 Bonds to be prepaid (unless all the 2024 Bonds are being prepaid), (3) the prepayment date, (4) the prepayment price, (5) the prepayment agent's name and address, (6) the original execution and delivery date of the 2024 Bonds to be prepaid, (7) the interest rate with respect to the 2024 Bonds to be prepaid, (8) the maturity date of the 2024 Bonds to be prepaid, and (9) if a prepayment in part, the amounts of each maturity being prepaid.

Any notice mailed as provided in this Section is conclusively presumed to have been duly given, whether or not the Owner receives the notice.

In the case of an optional prepayment of the 2024 Bonds, the prepayment notice may state (1) that it is conditioned upon the deposit of money with the Trustee on the prepayment date at the time and in an amount equal to the amount necessary to effect the prepayment and such notice will be of no effect unless such money is so deposited, and (2) that the Town retains the right to rescind the prepayment notice on or prior to the scheduled prepayment date, and such notice and optional prepayment shall be of no effect if such money is not so deposited or if the notice is rescinded as described in Section 3.4 herein.

Section 3.4. Prepayment Mechanics. On or before the date fixed for prepayment, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the 2024 Bonds or portions thereof called, together with accrued interest thereon to the prepayment date. On giving notice and depositing such funds for prepayment pursuant to this First Supplement (which may be less than the full principal amount of the Outstanding 2024 Bonds and accrued interest thereon to the prepayment date), interest with respect to the 2024 Bonds or portions thereof thus called shall no longer accrue after the date fixed for prepayment.

The 2024 Bonds or portions thereof called for prepayment are due and payable on the prepayment date at the prepayment price, together with accrued interest thereto to the prepayment date and any applicable prepayment premium. If any required notice of prepayment has been given and money sufficient

to pay the prepayment price, together with accrued interest with respect thereto to the prepayment date and any required premium, has been deposited with the Trustee, the 2024 Bonds or portions thereof so called for prepayment cease to be entitled to any benefit or security under the Indenture and the Owners of such 2024 Bonds have no rights in respect of such 2024 Bonds or portions thereof so called for prepayment except to receive payment of the prepayment price and accrued interest to the prepayment date from such funds held by the Trustee.

Any scheduled prepayment of 2024 Bonds or portions thereof may be rescinded in whole or in part at any time prior to the prepayment date if the Town delivers written notice to the Trustee instructing the Trustee to rescind the prepayment notice. The Trustee shall give prompt notice of such rescission to the affected Owners of the 2024 Bonds. Any 2024 Bonds where prepayment has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, the failure of the Corporation or Town to make funds available in part or in whole on or before the prepayment date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the affected Owners of the 2024 Bonds that the prepayment did not occur and that the 2024 Bonds called for prepayment and not so paid remain Outstanding.

The Trustee shall pay to the Owners of 2024 Bonds so prepaid the amounts due on their respective 2024 Bonds at the principal corporate trust office of the Trustee on presentation and surrender of the 2024 Bonds; provided, however, that, if prepaid in part, the 2024 Bonds may be prepaid only in multiples of \$5,000. Prepayments shall be accompanied by a written designation prepared by the Trustee stating the portion of the payment representing the unpaid principal amount of the 2024 Bond immediately before the payment and the portion of the payment representing interest.

When 2024 Bonds are to be prepaid in part, the Trustee shall recalculate the schedule of Installment Payments set forth in the Contract as necessary in the manner required by Section 3.7 of the 2023 Indenture.

Anything in the Indenture to the contrary notwithstanding, if an Event of Default occurs and is continuing, there will be no prepayment of less than all of the Bonds Outstanding.

Section 3.5. Cancellation. All 2024 Bonds which have been prepaid shall not be redelivered but shall be canceled and burned or otherwise destroyed by the Trustee in accordance with Section 2.10 of the 2023 Indenture.

Section 3.6. Delivery of New 2024 Bonds On Partial Prepayment of 2024 Bonds. On surrender and cancellation of the 2024 Bonds called for prepayment in part only, a new 2024 Bond or 2024 Bonds of the same series, maturity and interest rate and of Authorized Denominations, in an aggregate principal amount equal to the unprepaid portion thereof, shall be executed on behalf of the Corporation and authenticated and delivered by the Trustee. The expenses of such execution, authentication, delivery and exchange shall be paid by the Town as Additional Payments under the Contract.

[END OF ARTICLE III]

ARTICLE IV
CREATION OF ACCOUNTS;
APPLICATION OF 2024 BOND PROCEEDS

Section 4.1 Creation of Accounts.

(a) A “2024 Account” within the Acquisition and Construction Fund is created and established by the Trustee into which the Trustee shall deposit the amounts set forth in Section 4.2 herein. The Trustee shall create additional accounts or subaccounts within the Acquisition and Construction Fund on the Town’s written direction.

(b) A “2024 Subaccount of the Interest Account” is created within the Interest Account of the Bond Fund. A “2024 Subaccount of the Principal Account” is created within the Principal Account of the Bond Fund.

(c) A “2024 Account” is hereby created within the Prepayment Fund and within the Rebate Fund.

Section 4.2. Application of Proceeds.

(a) On the date of execution and delivery of the 2024 Bonds, the Trustee will receive \$[REDACTED] on behalf of the Corporation, comprised of \$[REDACTED] from the proceeds of the 2024 Bonds and \$[REDACTED] from Town funds. The Trustee is hereby directed to apply such proceeds as follows:

(1) Deposit \$[REDACTED] from the proceeds of the 2024 Bonds in the 2024 Account of the Acquisition and Construction Fund to pay Costs of Acquisition and Construction related to the 2024 Project; and

(2) In its capacity as trustee for the Refunded Bonds under the Refunded Bonds Trust Agreement, deposit \$[REDACTED], comprised of \$[REDACTED] from the proceeds of the 2024 Bonds and \$[REDACTED] from Town funds, in the Prepayment Account of the Payment Fund established under the Refunded Bonds Trust Agreement to prepay the Refunded Bonds as the Town shall direct in a separate letter of instructions.

(b) The Trustee will disburse the money in the 2024 Account of the Acquisition and Construction Fund in accordance with Article III of the 2023 Indenture, and Section 4.2 of the 2023 Contract, as amended.

[END OF ARTICLE IV]

ARTICLE V MISCELLANEOUS

Section 5.1. *Parties Interested Herein.* Nothing in this First Supplement expressed or implied is intended or will be construed to confer on, or to give to any person other than the Town, the Trustee, the Corporation and the Owners, any right, remedy or claim under or by reason of this First Supplement or any covenant, condition or stipulation hereof and all the covenants, stipulations, promises and agreements in this First Supplement contained by and on behalf of the Corporation or the Trustee will be for the sole and exclusive benefit of the Town, the Trustee, the Corporation and the Owners.

Section 5.2. *Titles, Headings, Captions, Etc.* The titles, captions and headings of the articles, sections and subdivisions of this First Supplement have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof.

Section 5.3. *Severability.* If any provision of this First Supplement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. If any one or more of the provisions provided in this First Supplement is construed to be invalid or unenforceable, the parties hereto shall, in the alternative, agree to replace such provision with a lawful provision which most nearly approximates the provision held to be invalid or unenforceable.

Section 5.4. *Governing Law.* This First Supplement is governed by and to be construed in accordance with the laws and constitution of the State, without regard to conflict of law principles.

Section 5.5. *Execution in Counterparts; Electronic Versions.* This First Supplement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this First Supplement delivered by Electronic Means will be deemed to have the same legal effect as delivery of a manual signed copy of this First Supplement. This First Supplement and related documents may be sent and stored by Electronic Means.

Section 5.6. *E-Verify.* The Trustee understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee will not use any subcontractors in connection with the Indenture; however, if it does use subcontractors, the Trustee will require that any subcontractor that it uses in connection with the transactions contemplated by the Indenture certify to such subcontractor's compliance with E-Verify.

Section 5.7. *Full Force and Effect.* Except as supplemented or amended by this First Supplement, all provisions of the 2023 Indenture remain in full force and effect.

Section 5.8. *Electronic Instructions; Electronic Signature.* The Trustee shall have the right to accept and act upon instructions or directions pursuant to this First Supplement or any other document reasonably relating to the 2024 Bonds and delivered using Electronic Means, provided, however, that the Town or the Corporation, as the case may be, shall provide to the Trustee an incumbency certificate listing authorized officers with the authority to provide such directions or instructions (each, an “*Authorized Officer*”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing.

If the Town or the Corporation elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustees' reasonable understanding of such directions or instructions shall be deemed controlling. The Town and the Corporation each understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Town and the Corporation, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. Each of the Town and the Corporation agree: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties, provided that such unauthorized instructions, interception or misuse was not due to the Trustee's negligence or the compromise of Trustee's security systems; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign (or such other digital signature provider as specified in writing to Trustee by the Town Representative)), in English.

Section 5.9. USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee requires documentation to verify its formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[END OF ARTICLE V]

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this First Supplement to be executed in their respective names by their duly authorized officials or officers, all as of the date first above written.

HOLLY SPRINGS PUBLIC FACILITIES CORPORATION

By: _____
Randy Harrington
President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO THE FIRST SUPPLEMENT]

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Trustee

By: _____
Ryan Riggleman
Vice President

EXHIBIT A

FORM OF 2024 BOND

R-

\$

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA

LIMITED OBLIGATION BOND (TOWN OF HOLLY SPRINGS, NORTH CAROLINA),
SERIES 2024

EVIDENCING A PROPORTIONATE UNDIVIDED
INTEREST IN RIGHTS TO RECEIVE
CERTAIN REVENUES PURSUANT TO AN
INSTALLMENT FINANCING CONTRACT
BETWEEN HOLLY SPRINGS PUBLIC FACILITIES CORPORATION AND THE
TOWN OF HOLLY SPRINGS, NORTH CAROLINA

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
%	October 1, 20__	August 28, 2024	436088__

REGISTERED OWNER: CEDE & Co.

PRINCIPAL SUM: DOLLARS

THIS CERTIFIES THAT THE REGISTERED OWNER (named above), or registered assigns, has a proportionate undivided interest in rights to receive certain revenues, as described below, pursuant to a certain Installment Financing Contract dated as of September 1, 2023 (the “*2023 Contract*”), as amended by Amendment Number One to the Installment Financing Contract dated as of August 1, 2024 (the “*First Amendment*” and collectively with the 2023 Contract, the “*Contract*”), each between **HOLLY SPRINGS PUBLIC FACILITIES CORPORATION** (the “*Corporation*”) and the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a North Carolina municipal corporation (the “*Town*”). The interest of the Owner of this Limited Obligation Bond, Series 2024 (this “*2024 Bond*”) is secured as provided in the Indenture of Trust dated as of September 1, 2023 (the “*2023 Indenture*”), as supplemented by Supplemental Indenture, Number 1 dated as of August 1, 2024 (the “*First Supplement*” and collectively with the 2023 Indenture, the “*Indenture*”), each between the Corporation and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the “*Trustee*”), for the registered owners of the 2023 Bonds, the 2024 Bonds (all as defined herein) and any Additional Bonds (the “*Owners*”), by which the rights (with certain exceptions) of the Corporation, under the Contract, have been assigned by the Corporation to the Trustee for the benefit of the Owners.

Pursuant to the Contract and the Indenture, the Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date stated above (or earlier as hereinafter provided), the Principal Sum stated above, and interest with respect thereto from the Dated Date (shown above) at the interest rate per annum stated above computed on the basis of a 360-day year of twelve 30-day months, payable commencing on April 1, 2025, and semiannually thereafter on April

1 and October 1 in each year until payment in full of such Principal Sum. Principal with respect to this 2024 Bond is payable in lawful money of the United States of America at the designated corporate trust office of the Trustee located in Charlotte, North Carolina, or that of its successor. Interest with respect to this 2024 Bond will be paid by the Trustee by check or wire transfer mailed on the Interest Payment Date to each Owner as its name and address appear on the register kept by the Trustee at the close on the fifteenth day (whether or not a Business Day) of the month next preceding an Interest Payment Date (the “*Record Date*”). At the written request of any Owner of at least \$1,000,000 in aggregate principal amount of the 2024 Bonds, principal and interest may be payable by wire transfer at the address specified in writing by the Owner by the Record Date. As long as Cede & Co. or another DTC nominee is the registered owner of this 2024 Bond, the Trustee shall make all payments with respect to this 2024 Bond by wire transfer in immediately available funds

The 2024 Bonds will be delivered by means of a book-entry system with no physical distribution of 2024 Bonds made to the public. One 2024 Bond for each maturity will be executed and delivered to The Depository Trust Company (“*DTC*”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2024 Bonds in principal amounts in the denomination of \$5,000 or any integral multiple thereof (“*Authorized Denominations*”), with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. While DTC or its nominee is the registered owner of this 2024 Bond, payments of principal and interest will be made to DTC or its nominee in accordance with existing arrangements by wire transfer in immediately available funds. Neither the Town, the Corporation, nor the Trustee will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2024 Bonds or (b) the Town determines that the continuation of the book entry system of evidence and transfer of ownership of the 2024 Bonds would adversely affect the interests of the Town or the Beneficial Owners of the 2024 Bonds, the Town will discontinue the book entry system with DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Trustee will authenticate and deliver replacement 2024 Bonds in the form of fully registered 2024 Bonds in accordance with DTC rules and procedures. Prior to any transfer of the 2024 Bonds outside of the book-entry only system (including, but not limited to, the initial transfer outside the book-entry only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The Town, the Corporation, and the Trustee do not have any responsibility or obligations with respect to (a) the accuracy of any records maintained by DTC; (b) the payment by DTC of any amount due to any Beneficial Owners in respect of the principal and interest with respect to the 2024 Bonds; (c) the delivery or timeliness of delivery by DTC of any notice which is required or permitted under the terms of the Contract or Indenture to be given to Owners; (d) the selection of Owners to receive payments in the event of any partial prepayment of the 2024 Bonds; or (e) any consent given or other action taken by DTC or its nominee.

EACH 2024 BOND EVIDENCES A PROPORTIONATE UNDIVIDED INTEREST IN THE RIGHT TO RECEIVE CERTAIN REVENUES PURSUANT TO THE CONTRACT. THE OBLIGATION OF THE TOWN TO MAKE INSTALLMENT PAYMENTS AND ADDITIONAL PAYMENTS (AS HEREINAFTER DEFINED) IS A LIMITED OBLIGATION OF THE TOWN, PAYABLE SOLELY FROM CURRENTLY BUDGETED APPROPRIATIONS OF THE TOWN; DOES NOT CONSTITUTE A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA; AND DOES NOT CONSTITUTE A

DIRECT OR INDIRECT PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA.

NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR ANY BREACH OF THE CONTRACT, THE INDENTURE OR THE DEED OF TRUST, AND THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEY DUE UNDER THE INDENTURE, THE CONTRACT OR THE DEED OF TRUST.

Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2023 (the “2023 Bonds”), Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the Contract, in the aggregate principal amount of \$13,890,000 were previously executed and delivered under the 2023 Indenture.

This 2024 Bond is one of the limited obligation bonds which, together with the 2023 Bonds, evidence proportionate undivided interests in rights to receive certain revenues, as defined in the 2023 Contract (the “*Revenues*”), pursuant to the Contract, executed and delivered pursuant to the Indenture in the aggregate principal amount of \$[AMOUNT] to (1) finance the construction, equipping, and furnishing of a new operations campus, (2) refinance the Holly Springs Facility Company Limited Obligation Bonds, Series 2014 maturing on and after October 1, 2025, and (3) pay the costs related to the execution and delivery of the 2024 Bonds.

Under the Contract, the Corporation has agreed to advance to the Town the Purchase Price, the proceeds from which will be used to finance and refinance the Projects, and the Town has agreed to pay directly to the Trustee semiannual payments (the “*Installment Payments*”) in repayment of the Purchase Price, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal, premium, if any, and interest with respect to the 2023 Bonds, the 2024 Bonds, and any Additional Bonds (collectively, the “*Bonds*”). In addition to the Installment Payments, the Town has agreed to make certain other payments (the “*Additional Payments*”) sufficient to pay the fees and expenses of the Trustee and the Corporation and other expenses required to be paid by the Town under the Contract.

The Town has covenanted in the Contract to pay the Installment Payments and the Additional Payments as they become due and, as security for that payment obligation, the Town has executed and delivered a Deed of Trust, Security Agreement, and Fixture Filing dated as of September 1, 2023 (the “*2023 Deed of Trust*”) from the Town to the Deed of Trust trustee named therein for the benefit of the Corporation with respect to the Mortgaged Property (as defined in the 2023 Deed of Trust), as modified by a First Notice of Extension of Deed of Trust to Additional Property, dated as of August 1, 2024 (the “*First Extension*” and together with the 2023 Deed of Trust, the “*Deed of Trust*”), from the Town to the Deed of Trust trustee named therein for the benefit of the Corporation, extending the lien of the 2023 Deed of Trust to the 2024 Additional Mortgaged Property (as defined in the First Extension).

If the Contract is terminated by reason of an Event of Default, the principal amount of this 2024 Bond and the interest hereon will be payable from such money, if any, as may be available for such purpose, including any money received by the Trustee from the sale, lease, sublease or other disposition of the Mortgaged Property pursuant to the Deed of Trust. The Contract may also be terminated if the Town exercises its option to prepay in full the Purchase Price. If the Town prepays the Purchase Price in full, the proceeds thereof are required to be used to pay the principal and interest with respect to the Bonds. Reference is hereby made to the Contract and the Indenture for a description of the rights, duties and obligations of the Town, the Corporation, the Trustee and the Owners, the terms on which the Bonds are secured, the terms and conditions on which the Bonds will be deemed to be paid at or before maturity or prepayment of the Bonds on the making of provision for the full or partial payment thereof, and the rights of the Owners on the occurrence of an Event of Default.

All capitalized, undefined terms used herein have the meanings ascribed thereto in the Contract and the Indenture.

The 2024 Bonds are executed and delivered solely as fully registered bonds without coupons in Authorized Denominations.

Except as set forth above, this 2024 Bond is transferable by the Owner hereof in person or by his or her attorney duly authorized in writing on the registration books kept at the designated corporate trust office of the Trustee on surrender of this 2024 Bond together with a duly executed written instrument of transfer satisfactory to the Trustee. On such transfer, a new fully registered 2024 Bond or 2024 Bonds without coupons of the same maturity, of Authorized Denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange herefor, all on payment of the charges and subject to the terms and conditions set forth in the Indenture. The Trustee shall deem the person in whose name this 2024 Bond is registered as the absolute owner hereof, whether or not this 2024 Bond shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the Town nor the Trustee shall be affected by any notice to the contrary.

[to update as necessary at pricing] The 2024 Bonds maturing on or before October 1, 2034 are not subject to optional prepayment before maturity. The 2024 Bonds maturing on or after October 1, 2035 are subject to optional prepayment in whole or in part on any date on or after October 1, 2034, at the option of the Town, at the prepayment price equal to 100% of the principal amount of such 2024 Bonds to be prepaid, together with accrued interest to the date fixed for prepayment.

[The 2024 Bonds maturing on October 1, 20__ (the “*Term Bonds*”) are subject to mandatory sinking fund prepayment on June 1 in the years and in the amounts set forth below from the principal components of the Installment Payments required to be paid by the Town under the Contract with respect to each such prepayment date, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, together with accrued interest with respect thereto to the prepayment date, without premium, as follows:

Year	Amount
------	--------

*Maturity.

At its option, to be exercised on or before the 45th day next preceding any mandatory prepayment date, the Town may receive a credit in respect of its mandatory prepayment obligation for any portion of the Term Bonds which before said date has been prepaid (otherwise than through mandatory prepayment under the First Supplement) and canceled by the Trustee and not theretofore applied as a credit against any

mandatory prepayment obligation. Each such portion of the Term Bonds so prepaid and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof against the Installment Payment obligation corresponding to such mandatory prepayment date. To the extent that the aggregate principal amount of such portion of the Term Bonds exceeds the Installment Payment obligation on such mandatory prepayment date, any excess over such amount shall be credited against future Installment Payment obligations with respect to the Term Bonds, as directed by the Town, and the principal amount of the Term Bonds to be prepaid shall be accordingly reduced.

The Town must on or before the 45th day next preceding each such mandatory prepayment date furnish the Trustee with its certificate indicating to what extent the provisions of the preceding paragraph are to be availed with respect to such mandatory prepayment.

The Trustee may pay the mandatory prepayment amounts set forth above to the Owner of such Term Bonds without any notice of prepayment. The Trustee will record such payments on its books and records and on the Term Bond certificate.]

If called for prepayment in part pursuant to optional prepayment, the 2024 Bonds to be prepaid shall be prepaid in such order as the Town shall select and within the same maturity as selected by DTC pursuant to its rules and procedures or, if the book-entry system with respect to the 2024 Bonds is discontinued, by lot within a maturity in such manner as the Trustee in its discretion may determine. When 2024 Bonds are to be prepaid in part, the schedule of Installment Payments set forth in the Contract shall be recalculated as necessary by the Trustee in the manner required by the Indenture.

If a 2024 Bond subject to prepayment is in a denomination larger than the minimum Authorized Denomination, a portion of such 2024 Bond may be prepaid, but only in a principal amount such that the unprepaid portion of such 2024 Bond is equal to an Authorized Denomination. For any 2024 Bond in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such 2024 Bond as representing a single 2024 Bond in the minimum Authorized Denomination plus that number of 2024 Bonds that is obtained by dividing the remaining principal amount of such 2024 Bond by the minimum Authorized Denomination.

If it is determined that one or more, but not all, of the Authorized Denominations of principal amount represented by any 2024 Bond is to be called for prepayment, then, on notice of intention to prepay such Authorized Denominations of principal amount with respect to such 2024 Bond, the Owner of such 2024 Bond, on surrender of such 2024 Bond to the Trustee for payment of the principal amount with respect to such 2024 Bond, will be entitled to receive new 2024 Bonds in the aggregate principal amount of the unprepaid balance of the principal amount with respect to such 2024 Bond. New 2024 Bonds representing the unprepaid balance of the principal amount with respect to such 2024 Bonds will be executed and delivered to the Owner thereof without charge therefor.

If the Owner of any 2024 Bond of a denomination greater than the amount being prepaid fails to present such 2024 Bond to the Trustee for payment and exchange as aforesaid, such 2024 Bond will, nevertheless, become due and payable on the date fixed for prepayment to the extent of the denomination being prepaid and to that extent only.

Notice of prepayment identifying the 2024 Bonds or portions thereof to be prepaid shall be given by the Trustee in writing not less than 30 days nor more than 60 days before the date fixed for prepayment by Electronic Means or by first class mail, postage prepaid (or, in the case of notice to DTC, by registered or certified mail or otherwise in accordance with DTC's then-existing rules and procedures) (1) to DTC or its nominee or to the then-existing securities depositories, or (2) if DTC or its nominee or another securities depository is no longer the Owner of the 2024 Bonds, to the then-registered Owners of the 2024 Bonds to

be prepaid at their addresses appearing on the registration books maintained by the Trustee, (3) to the LGC, and (4) to the Municipal Securities Rulemaking Board (the “MSRB”) via its Electronic Municipal Market Access (“EMMA”) system (or any successor thereto); provided however, that the Trustee shall have no liability to any party in connection with any failure to timely file any notice with the MSRB via its EMMA system (or any successor thereto) and the sole remedy for any such failure shall be an action by the Owners in mandamus for specific performance or similar remedy to compel performance.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such prepayment, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the prepayment of the 2024 Bonds or portions thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the LGC or the MSRB, or any defect therein, shall not affect the validity of any proceedings for the prepayment of the 2024 Bonds.

Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

In the case of an optional prepayment of the 2024 Bonds, the prepayment notice may state (1) that it is conditioned upon the deposit of money with the Trustee on the prepayment date at the time and in an amount equal to the amount necessary to effect the prepayment and such notice will be of no effect unless such money is so deposited, and (2) that the Town retains the right to rescind the prepayment notice on or prior to the scheduled prepayment date, and such notice and optional prepayment shall be of no effect if such money is not so deposited or if the notice is rescinded as described in the Indenture.

Anything in the Indenture to the contrary notwithstanding, if an Event of Default occurs and is continuing, there will be no prepayment of less than all of the Bonds Outstanding.

The Indenture permits amendments thereto and to the Contract and the Deed of Trust on the agreement of the Corporation and the Trustee and with the approval of the Owners of not less than a majority or, in certain instances, 100% in aggregate principal amount of the Bonds at the time Outstanding. The Indenture also contains provisions permitting the Corporation and the Trustee to enter into amendments to the Indenture, the Contract and the Deed of Trust without the consent of the Owners of the Bonds for certain purposes.

Any consent or request by the Owner of this 2024 Bond is conclusive and binding on such Owner and on all future Owners of this 2024 Bond and of any bond executed and delivered on the transfer of this 2024 Bond, whether or not notation of such consent or request is made on this 2024 Bond.

This 2024 Bond is executed and delivered with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction, without regard to conflict of law principles.

This 2024 Bond is not entitled to any right or benefit under the Indenture, or valid or obligatory for any purposes until this 2024 Bond has been authenticated by the execution by the Trustee, or its successors as Trustee, of the certificate of authentication inscribed hereon.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, HOLLY SPRINGS PUBLIC FACILITIES CORPORATION has caused this 2024 Bond to be executed with the manual or facsimile signature of its President and attested with the manual or facsimile signature of its Secretary, all as of the Dated Date set forth above.

HOLLY SPRINGS PUBLIC FACILITIES CORPORATION

By: _____
Randy Harrington
President

ATTEST:

Tina Stroupe
Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 evidencing a proportionate undivided interest in rights to receive certain Revenues pursuant to the within-mentioned Contract and Indenture.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Trustee

By: _____
Ryan Riggleman
Vice President

Dated: August 28, 2024

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full
power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“*Stamp*”) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

Prepared by and Return to:
Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400, Raleigh, NC 27601
Attn: Rebecca B. Joyner, Esq.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**FIRST NOTICE OF EXTENSION
OF DEED OF TRUST
TO ADDITIONAL PROPERTY**

THIS FIRST NOTICE OF EXTENSION OF DEED OF TRUST TO ADDITIONAL PROPERTY (this “*Notice*”) is given as of the 1st day of August, 2024, by the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a municipal corporation regularly created and validly existing under the laws of the State of North Carolina (the “*Grantor*”), to **REBECCA B. JOYNER**, as deed of trust trustee, for the benefit of **HOLLY SPRINGS PUBLIC FACILITIES CORPORATION**, a nonprofit corporation duly created, existing and in good standing under the laws of the State of North Carolina (the “*Corporation*” and together with its successors and assigns, the “*Beneficiary*”), and assigned by the Corporation as grantor under the Indenture of Trust dated as of September 1, 2023 (the “*2023 Indenture*”), as supplemented by Supplemental Indenture, Number 1 dated as of August 1, 2024 (the “*First Supplement*” and together with the 2023 Indenture, the “*Indenture*”), each between the Corporation and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”).

WITNESSETH:

WHEREAS, the Beneficiary will execute and deliver Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 (“*2024 Bonds*”) under the Indenture, the proceeds of which will be used by the Grantor pursuant to an Installment Financing Contract dated as of September 1, 2023 (the “*2023 Contract*”), as amended by Amendment Number One to the Installment Financing Contract dated as of August 1, 2024 (“*First Amendment*” and together with the 2023 Contract, the “*Contract*”), each between the Grantor and the Beneficiary, to finance and refinance certain projects as set forth in the First Amendment;

WHEREAS, Grantor executed and delivered to the Trustee for the benefit of Beneficiary a Deed of Trust, Security Agreement and Fixture Filing (the “*2023 Deed of Trust*”) dated as of September 1, 2023, which 2023 Deed of Trust was duly recorded in Book 1943, Pages 847-863 of the office of the Register of Deeds, Wake County, North Carolina, (the “*Registry*”) encumbering certain real property and the improvements and fixtures located thereon (the “*Original Mortgaged Property*”) and securing the Grantor’s obligations (the “*Indebtedness*”) under the 2023 Contract and the 2023 Deed of Trust, including future advances which may be made from time to time. The Corporation assigned the 2023 Deed of Trust to the Trustee under the 2023 Indenture. For the purposes of this Notice, the term Beneficiary shall be deemed to

include all interests, whatsoever, of the Corporation, and its assign, the Trustee, by and through the 2023 Deed of Trust and the obligations secured by said 2023 Deed of Trust;

WHEREAS, Grantor was and is the owner of the Original Mortgaged Property;

WHEREAS, the 2023 Deed of Trust contains an “*after acquired property*” clause;

WHEREAS, Grantor is also the owner of the real property described on **Exhibit A** attached hereto, together with all buildings and other improvements, and all building materials, machinery and equipment delivered thereon used in the course of or in connection with the construction of the improvements thereon, fixtures thereon and hereafter placed thereon, as well as all plans and specifications of the construction of any improvements thereon, and together with proceeds thereof (all of which are hereinafter collectively referred to as the “*2024 Additional Mortgaged Property*”);

WHEREAS, in connection with the execution and delivery of the 2024 Bonds, the Grantor and the Beneficiary have agreed that the lien of the 2023 Deed of Trust be extended, modified and spread to cover and create a lien not only on the Original Mortgaged Property, but also the 2024 Additional Mortgaged Property, so that together the 2023 Deed of Trust, as modified by this Notice, shall constitute in law one mortgage and a single lien on the Original Mortgaged Property and the 2024 Additional Mortgaged Property securing the Indebtedness; and

WHEREAS, Grantor acknowledges that this Notice confers a substantial benefit on it and is supported by good and valuable consideration.

NOW THEREFORE, in consideration of the Indebtedness of Grantor to Beneficiary, the recitals set forth above (which are an integral part of the Notice and are not mere recitals), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The foregoing recitals are true and correct.
2. The term Mortgaged Property as defined in the 2023 Deed of Trust is hereby amended to include both the Original Mortgaged Property and the 2024 Additional Mortgaged Property, and the lien of the 2023 Deed of Trust is hereby extended, modified and spread to cover and include the 2024 Additional Mortgaged Property so as to constitute a single lien upon the Original Mortgaged Property and the 2024 Additional Mortgaged Property.
3. All references to the Mortgaged Property in the 2023 Deed of Trust shall hereinafter be deemed to include the Original Mortgaged Property and the 2024 Additional Mortgaged Property.
4. The Grantor hereby agrees that all terms, representations, warranties, covenants and agreements contained in the 2023 Deed of Trust shall hereinafter be deemed to apply to the Original Mortgaged Property and the 2024 Additional Mortgaged Property.
5. The Grantor ratifies and confirms the lien and security interests of the 2023 Deed of Trust on the Original Mortgaged Property, the 2024 Additional Mortgaged Property, and in any and all property, real, personal or mixed, tangible or intangible, and fixtures, now or hereafter acquired by the Grantor and encumbered by the 2023 Deed of Trust and the Grantor transfers, assigns, grants to Beneficiary the benefit of a lien on and security interest in all such property now owned or hereafter acquired as security for the Indebtedness.

6. The Grantor covenants, represents and warrants that the Grantor has good and clear record and marketable title in fee to the 2024 Additional Mortgaged Property, subject to the Permitted Encumbrances (as defined in the 2023 Deed of Trust) and the “2024 Additional Permitted Encumbrances” (as set forth on **Exhibit B** attached hereto).

7. The Grantor represents and warrants that it has good right and lawful authority to provide this Notice and to mortgage and convey the 2024 Additional Mortgaged Property, as provided herein.

8. This Notice is binding on and inures to the benefit of the successors and assigns of the parties hereto.

9. The Grantor and the Beneficiary acknowledge and agree that this Notice does not constitute a novation of the Indebtedness, but is intended only to be an extension, amendment and modification of the 2023 Deed of Trust for the purposes specifically noted herein.

10. Nothing contained herein constitutes a waiver, release, or limitation of any right, remedy, privilege, or default under the 2023 Deed of Trust.

11. The execution hereof by Beneficiary is for the sole purpose of evidencing its consent hereto as required by N.C. Gen. Stat. §47-20.5.

12. This Notice is executed subject to the 2024 Additional Permitted Encumbrances.

13. The filing of this Notice constitutes a financing statement and fixture filing for all purposes of N.C. Gen. Stat. §25-9-512. All or part of the 2024 Additional Mortgaged Property is or will become fixtures or other personalty requiring the filing of a financing statement; information concerning the security interest herein granted may be obtained at the addresses set forth on the first page hereof. The address of the Secured Party (Beneficiary) and the address of the Debtor (Grantor) is the address set forth in the Contract. Grantor is the record owner of the 2024 Additional Mortgaged Property covered hereby.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have caused this Notice to be executed under seal, as applicable, effective the day and year first above written.

GRANTOR:

**TOWN OF HOLLY SPRINGS,
NORTH CAROLINA**

BENEFICIARY:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Sean Mayefskie
Mayor

By: _____
Shawna L. Hale
Vice President

[SEAL]

ATTEST:

By: _____
Linda McKinney
Town Clerk

DEED OF TRUST TRUSTEE:

Rebecca B. Joyner, Trustee

EXHIBIT A

OPERATIONS CAMPUS



EXHIBIT B

“*Additional Permitted Encumbrances*” means the exceptions listed on Schedule B-II of the endorsement to the title insurance policy issued by [REDACTED] in connection with the execution and delivery of the 2024 Bonds which are specifically incorporated herein by reference.

Summary of Ordinance Changes for July 17, 2024, Town Council

Town Building Capital Project Ordinance

Current Ordinance Appropriation	\$59,871,180
Operations Campus – Bond Proceeds / Premium / Interest Earnings	\$4,665,313*
Interest Earnings (For Debt Issuance Expenses)	\$105,068
Street Reserves Transfer for Southern Access Rd	\$650,000
PAYGO Capital Project Ordinance (24-31)	\$65,291,561

*Note – The Town Building Capital Fund previously appropriated \$41M of total anticipated debt issuance for the Operations Campus, of which approximately \$2.8M was issued in 2023. This ordinance increases the total bond proceeds by \$4.6M to incorporate interest earnings to date, anticipated bond premium, and anticipated interest earnings associated with the upcoming 2024 Limited Obligation Bond issuance. The total bond issuance for the current phase of the Operations Campus is not to exceed \$41.8M as presented to Town Council. Staff and the Town’s financial advisors anticipate \$3-4M in bond premiums to offset a portion of the total issuance as presented at the Town Council June Workshop.



Ordinance No. 24-31

Date Submitted: July 16, 2024

Date Adopted: July 16, 2024

**Town Building 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 construction of town buildings and general government capitalized assets.

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: Town Building Project Fees and Revenues shall be deposited in the fund effective July 16, 2024:

Town Building Project Fund	
Expenditures:	
Town Buildings Projects	65,291,561
Total	65,291,561

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

Town Building Project Fund	
Revenues:	
Limited Obligation Bond	57,162,357
State Grants	2,900,000
Transfers In	3,577,148
Other Revenue Sources	1,652,056
Total	65,291,561

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 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 16, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of July 2024.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



DRAFT AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment 003 – Phase 1B **Building Construction, Remaining Sitework & Infrastructure**

This Amendment dated the « 16th » day of « July » in the year « 2024 », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « 19th » day of « October » in the year « 2023 » (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

«Town of Holly Springs Operations Campus
Green Oaks Parkway
Holly Springs, NC 27540»

THE OWNER:
(Name, legal status, and address)

« Town of Holly Springs »
«128 S. Main Street »
«Holly Springs, NC 27540 »
«919-552-6221 »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Edifice, LLC »
«4111 South Boulevard (28209)»
«Post Office Box 36349 »
«Charlotte, NC 28236 »
«Telephone Number: 704-332-0900 »
«Fax Number: 704-332-0901 »
«North Carolina General Contractor License #10514 »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «**Thirty Nine Million Three Hundred Ninety Seven Thousand One Hundred Ninety Two Dollars**» (\$ «**39,397,192** »), subject to additions and deductions by Change Order as provided in the Contract Documents.

Original Contract Value for Preconstruction Services	\$188,220
Addition of Construction Services - GMP Amendment 001	\$2,811,760
Addition of Construction Services – GMP Amendment 002	\$631,329
Addition of PCO 1 – Stone Changes at Phase 1A	<u>(\$15,634)</u>
Current Contract Value & GMP	\$3,615,675
Addition of Construction Services – GMP Amendment 003 (Includes Accepted and Pending Alternates)	\$35,781,517
New Contract Value & Updated Guaranteed Maximum Price	<u>\$39,397,192</u>

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

«See GMP Worksheet Exhibit - C »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
GMP Amendment 001 & 002 – Phase 1A	
No. 1 – Reference Exhibit 1A: Clearing for new fence. Fence installed by others	Add \$30,210 – Accepted
No. 2 – Provide a deduct to use 12” of ABC stone in lieu of a depth of 15” at areas called out to have gravel (roads, paths, laydown)	Not Accepted
No. 3 – Provide an add for #57 stone in lieu of ABC at gravel areas	Not Accepted
Cost Saving Option 1 – Eliminate new construction components at side access road	(\$155,000) – Accepted
Cost Saving Option 2 – Take 15” of ABC Stone at remaining areas to 12” of ABC	(\$73,500) – Accepted
Cost Saving Option 3 – Take 12” of ABC Stone at remaining areas to 9” of ABC	Not Accepted
GMP Amendment 003 – Phase 1B – Determine Accepted & Not Accepted	
Site Alternates:	
Alt S1 – Remove clearing/site demolition from Southern Access Road	Deduct \$15,470 - Accepted
Alt S2 – Grade Southern Access Road in lieu of by others	Not Accepted
Alt S3 – Place sidewalks at Southern Access Road	Add \$97,519 - Accepted
Alt S4 – Delete LED Bollard lights (Z1 Light Fixture)	Not Accepted
Alt S5 – Remove Phase 1A Stockpile to an offsite location. Quantity to be measured as work progresses on site. This quantity, unit price, and amount will serve as an Allowance.	Add \$300,000 - Accepted

Administration Building Alternates:

- Alt A1 – Owner preferred elevator (Model TKE – Endura)
 Alt A2 – Add Zoom Rooms (159 & 159A)
 Alt A3 – Install HM Doors in lieu of Storefront doors where shown
 Alt A4 – Delete Transom Level Windows at interior Storefront openings
 Alt A5 – Delete Card Readers at doors where indicated
 Alt A6 – Install curbs at future Mechanical Unit locations
 Alt A7 – Owner Preferred Manufacturer – Geolam for Alum/Wood cladding soffits
 Alt A8 – Add vertical wood slats at plan north end of Lobby 101
 Alt A9 – Add Reception Desk Lobby – (Power Only)

Add \$0 - Accepted
 Not Accepted
 Not Accepted
 Not Accepted
 Not Accepted
 Add \$15,470 - Accepted
 Not Accepted
 Add \$3,177 - Accepted
 Add \$1,105 - Accepted

Operations Building Alternates:

- Alt O1 – Remove Exterior Walls, Storefront Windows and Entrances, Overhead Doors, and associated Electrical, Mechanical, work at plan east end of building at Column Lines BG, BH, and BJ.
 Alt O2 - Install curbs at future Mechanical Unit locations
 Alt O3 – Install Wall Cabinets at the First Aid area of Vending (Room 351)
 Alt O4 - Owner Preferred Manufacturer – Geolam for Alum/Wood cladding soffits

Not Accepted
 Add \$14,365 - Accepted
 Not Accepted
 Not Accepted

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See above 1.1.5.1 for accepted alternates		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
Unit Prices (UP's)	
GMP Amendment 001 – Phase 1A	
UP No. 1 – Mass rock removal – Ties to Allowance No. 1	\$7.50 per CUYD
UP No. 2 – Trench rock removal – Ties to Allowance No. 2	\$50.00 per CUYD
UP No. 3 – Unsuitable soil removal to an offsite location and replacement suitable imported fill – Ties to Allowance No. 3	\$55.00 per CUYD
UP No. 4 – Unsuitable soil removal to an offsite location and replacement suitable onsite fill	\$30.00 per CUYD
UP Price No. 5 – Replace excavated and removed Mass and Trench rock with suitable onsite fill	\$15.00 per CUYD
GMP AMENDMENT 002 – Phase 1A	
Not additions or deletions	
GMP Amendment 003 – Phase 1B	
UP No. 1 – Mass Rock Removal – Ties to Allowance No. 1	\$40.00 per CUYD
UP No. 2 – Trench Rock Removal – Ties to Allowance No. 2	\$150.00 per CUYD
UP No. 3 – Export Phase 1A Stockpile (See Alternate S5). This will become an Allowance	\$30.00 per CUYD
UP No. 4 – Unsuitable Soil – Remove offsite & replace with an on-site source of approved structural fill	\$45.00 per CUYD
UP No. 5 – Unsuitable Soil – Remove offsite & replace with an off-site source of approved structural fill	\$65.00 per CUYD
UP No. 6 – Import #57 stone for backfill	\$55.00 per CUYD
UP No. 7 – Replace removed Mass or Trench Rock with suitable onsite approved structural fill	\$20.00 per CUYD

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« NA »] The date of execution of this Amendment.

[**X**] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«Work will commence when the required permits, approvals, and a Notice to Proceed from the Owner are in place.»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ **A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ **A.2.3 Substantial Completion**

§ **A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[**X**] Not later than «**Five Hundred Twenty**» («**520**») calendar days from the dates of Notice to Proceed and when all permits are approved and when all authorities having jurisdiction have issued all approvals the work for GMP Amendment 003 will commence. Final Completion will be sixty (60) days after Substantial Completion.

[« »] By the following date: « **TBD** »

§ **A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
NA	NA

§ **A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth below. In the event that Construction Manager late is in achieving Substantial Completion of the Work, the Construction Manager shall pay Owner One Thousand dollars (\$1,000.00) per day for each day beyond the date for Substantial Completion that Construction Manager fails to achieve Substantial Completion of the Work.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ **A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ **A.3.1.2** The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«See Attached Exhibit D – Contract Documents Log»

Section	Title	Date	Pages

§ **A.3.1.3** The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« See Attached Exhibit D – Contract Documents Log »

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Not Applicable. This is not a LEED, Green Globes, or other sustainability type project

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
FROM GMP AMENDMENT 001 – Phase 1A	
No. 1 – Mass Rock – Based on 1,160 cubic yards measured in place x Unit Price 1	\$8,700
No. 2 – Trench Rock – Based on 100 cubic yards measured in place x Unit Price 2	\$5,000
No. 3 – Unsuitable Soil – Based on 1,000 cubic yards. Removal and replacement with imported fill from offsite x Unit Price 3	\$55,000
GMP AMENDMENT 002 – Phase 1A	
No additions or deletions	
Phase 1B Allowances	
Sitework Allowances	
No. 1 – Mass Rock – Based on 5,500 cubic yards measured in place x Unit Price 1	\$220,000
No. 2 – Trench Rock – Based on 200 cubic yards measured in place x Unit Price 2	\$30,000
No. 3 – Alternate S5 with Revised Stockpile Removal Quantity	\$300,000
• Based on 10,000 cubic yards.	
Total Site Allowances	\$550,000
Building Allowances	
No. 4 – WPS-1 in Operations Building	\$10,000
No. 5 – Dumpster Gate Louver/Metal Panel Materials	\$25,000
No. 6 – Transition Coping at Operations Building Exterior Walls	\$120,000
No. 7 – Prefabricated Curb Mudroom	\$5,000
No. 8 – Light Fixtures at Skylight	\$25,000
No. 9 – Site Conduit for Future EV Expansion	\$30,000
No. 10 – Upgrade for Commercial EV Charging Stations	\$150,000
No. 11 – Roof Leader Coordination	\$5,000
No. 12 – Addendum #5 Building Trades Design Changes	\$50,000
Note: Edifice has no responsibility for overages for this allowance due to these design changes.	
No. 13 – Monument Sign	\$25,000
No. 14 – Signage Allowance	9,515

Total Building Allowances

\$454,515

§ **A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« See Attached Exhibit C – Clarifications »

§ **A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« See the GMP Amendment documents and table of contents for other construction services contract items.
Those items include the following:

Table of Contents

- **Exhibit A - AIA Document A133 – 2019 – Guaranteed Maximum Price Amendment (this document)**
- **Exhibit B – GMP Worksheet**
- **Exhibit C – Clarifications**
- **Exhibit D – Contract Documents Log**
- **Certificate of Insurance**
- **Performance and Payment Bonds**

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ **A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

«Not Applicable »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Kimberly Keyes » «Senior Project Manager »
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Michael A. Carliso» «Executive Vice President»
(Printed name and title)

EXHIBIT B - GMP Worksheet

Tuesday, July 16, 2024

Holly Springs Operations Campus

GMP Amendment 003 - Phase 1B - Building Construction, Remaining Sitework & Infrastructure

	Subcontractor	Subcontractor Costs	MWBE / HUB
01-001 Final Cleaning	Plug - Edifice	\$80,000	
3-001 Concrete	Eric Pugh Concrete	\$1,211,000	
4-001 Masonry	Brodie Contractors	\$1,288,800	\$1,288,800 1st Tier
5-001 Structural & Misc. Steel & Erection	Universal Steel	\$2,074,000	
6-001 Architectural Woodwork & Cabinetry	Mastercraft	\$265,000	\$1,200 2nd Tier
7-001 Waterproofing, Air Barrier, & Caulking	Taylor's Interiors	\$360,500	\$360,500 1st Tier
7-002 Roofing	Johnson's Roofing Systems	\$767,710	\$166,886 2nd Tier
7-005 Metal Panels (Alt O1 had add??)	Advanced Exterior Systems	\$723,034	
8-001 Doors and Hardware	Manganaro	\$291,000	
8-002 Overhead Doors & Loading Dock Equipment	Custom Overhead Dock & Door	\$267,800	
8-003 Storefront, Curtain Wall, and Glass	Victory Glass	\$1,002,354	
9-001 Drywall	Sears Contract	\$1,694,000	\$1,694,000 1st Tier
9-002 Acoustical Ceilings	Gerloff Contracting	\$230,000	
9-003 Flooring & Resinous Flooring	Bonitz	\$348,000	
9-004 Hard Tile	Concordia	\$183,477	\$183,477 2nd Tier
9-005 Paint	Diamond Touch	\$354,173	\$354,173 1st Tier
10-001 Canopies	Mitchell Metals	\$727,425	
10-002 Division 10 Specialties	Manganaro	\$491,000	
10-003 Signage Allowance	Allowance	\$9,515	
14-001 Elevator	Thyssen Krupp	\$140,920	
21-001 Fire Suppression - Rebid?	J&D Sprinkler Co.	\$743,838	
22-001 Plumbing	Trinity Plumbing	\$1,028,463	
23-001 HVAC	Meckworks Mechanical	\$1,774,000	
26-001 Electrical & Low Voltage	JC Electric, Inc.	\$3,224,000	\$3,224,000 1st Tier
31-001 Site Work Phase 1B	Fred Smith Co.	\$9,070,000	\$278,525 2nd Tier
Site Work Allowance No. 1 - Mass Rock Removal	Fred Smith Co.	\$220,000	
Site Work Allowance No. 2 - Trench Rock Removal	Fred Smith Co.	\$30,000	
Alternate S5 - Site Work Allowance No. 3 - Export Stockpile	Fred Smith Co.	\$300,000	
32-001 Landscape & Irrigation - 2nd Bidder	Southern Garden, Inc.	\$634,436	\$634,436 1st Tier
32-002 Fencing	Sierra Structures	\$468,496	
Design & Construction Allowances	Building Allowances	\$445,000	
Cost of Work w/o Alternates		\$30,447,941	
Accepted Alternates		\$105,125	
Cost Savings Target			
Cost of Work Total		\$30,553,066	\$8,185,997 26.79%
Edifice General Conditions - Lump Sum		\$2,000,000	
Edifice Construction Contingency (Owner has separate contingency not included in GMP)		\$498,000	
Information Technology - 0.25%		\$85,807	
General Liability Insurance - 0.90%		\$308,905	
Builder's Risk Insurance - 0.35%		\$120,130	
Subcontractor Default Insurance - SDI - 1.25%		\$381,913	
Pollution Insurance - 0.05%		\$17,161	
P&P Bond - 1%		\$357,815	
Subtotal		\$34,322,798	
CM Fee - 4.25%		\$1,458,719	
			HUB/MWBE
TOTAL CONSTRUCTION GMP AMENDMENT 003		\$35,781,517	\$8,185,997 22.88%
Original Contract Value - Preconstruction Services		\$188,220	
Addition of GMP 001 - Phase 1A		\$2,811,760	
Addition of GMP 002 - Phase 1A		\$631,329	
Addition of PCO 1 - Stone Changes at Phase 1A		(\$15,634)	
Current Contract Value & GMP		\$3,615,675	
Addition for Construction Services - GMP Amendment 003 - Phase 1B		\$35,781,517	
New Contract Value & GMP		\$39,397,192	
Add Owner's Soft Costs (Includes Owner's Contingency)		\$6,600,000	
TOTAL PROJECT BUDGET		\$45,997,192	

Alternates				Revised				
Accepted	Not Accepted	Accepted	Not Accepted	Accepted	Accepted	Not Accepted	Not Accepted	Not Accepted
S1 - Remove Clearing at SAR	S2 - Grade Southern Access Road	S3 - Sidewalks at Southern Access Road	S4 - Delete LED Bollards	S5 - Remove Phase 1A Stockpile	A1 - Owner Preferred Elevator	A2 - Add Zoom Rooms	A3 - HM Doors in Lieu of SF	A4 - Delete Transom Windows
						\$3,965		
						\$11,250	\$10,060	
						\$1,000	(\$11,697)	(\$4,133)
						\$2,250	\$3,800	\$1,600
						\$1,703		
						\$675	\$2,500	
					TBD			
						\$1,500		
						\$3,500		
(\$14,000)	\$660,000	\$88,250	(\$10,350)					
				\$300,000				
				Included In Base Bid				
(\$14,000)	\$660,000	\$88,250	(\$10,350)	\$300,000	\$0	\$25,843	\$4,663	(\$2,533)
(\$280)	\$13,200	\$1,765	(\$207)		\$0	\$517	\$93	(\$51)
(\$37)	\$1,749	\$234	(\$27)		\$0	\$68	\$12	(\$7)
(\$134)	\$6,296	\$842	(\$99)		\$0	\$247	\$44	(\$24)
(\$52)	\$2,449	\$327	(\$38)		\$0	\$96	\$17	(\$9)
(\$175)	\$8,250	\$1,103	(\$129)		\$0	\$323	\$58	(\$32)
(\$7)	\$350	\$47	(\$5)		\$0	\$14	\$2	(\$1)
(\$155)	\$7,293	\$975	(\$114)		\$0	\$286	\$52	(\$28)
(\$14,840)	\$699,587	\$93,543	(\$10,971)		\$0	\$27,393	\$4,943	(\$2,685)
(\$631)	\$29,732	\$3,976	(\$466)		\$0	\$1,164	\$210	(\$114)
(\$15,470)	\$729,319	\$97,519	(\$11,437)	Included In Base Bid	\$0	\$28,557	\$5,153	(\$2,799)
Total Accepted Alternates		\$116,166						

**AMENDMENT NUMBER ONE
TO THE INSTALLMENT FINANCING CONTRACT**

THIS AMENDMENT NUMBER ONE TO THE INSTALLMENT FINANCING CONTRACT dated as of August 1, 2024, by and between **HOLLY SPRINGS PUBLIC FACILITIES CORPORATION** (the “*Corporation*”), a nonprofit corporation duly created and existing under the laws of the State of North Carolina, and the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a municipal corporation duly organized under the laws of the State of North Carolina (the “*Town*”), amending an Installment Financing Contract dated as of September 1, 2023 (the “*2023 Contract*”), between the Corporation and the Town;

WITNESSETH:

WHEREAS, the Corporation and the Town entered into the 2023 Contract for the purposes outlined therein;

WHEREAS, the Corporation has previously executed and delivered \$13,890,000 Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2023 (the “*2023 Bonds*”), Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2023 Contract, all of which remain outstanding, under an Indenture of Trust dated as of September 1, 2023 (the “*2023 Indenture*”) between the Corporation and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”);

WHEREAS, under the 2023 Indenture, Additional Bonds (as defined therein) may be executed and delivered in order to pay the (1) cost of expanding the Projects (as defined in the 2023 Contract), acquiring, constructing, renovating and equipping other facilities, or acquiring equipment and other capital assets for utilization by or on behalf of the Town for public purposes; (2) cost of refunding all or any portion of the Bonds then Outstanding (each as defined in the 2023 Indenture) or any other financial obligations of the Town; and (3) Costs of Issuance (as defined in the 2023 Indenture) relating to the execution, delivery and sale of the Additional Bonds;

WHEREAS, to pay the cost of acquiring, constructing, renovating and equipping facilities and acquiring equipment and other capital assets for utilization by the Town for public purposes and the cost of refunding financial obligations of the Town, the Town wishes to amend the 2023 Contract as permitted under Section 9.4 of the 2023 Indenture;

NOW, THEREFORE, THIS AMENDMENT NUMBER ONE TO THE INSTALLMENT FINANCING CONTRACT WITNESSETH:

Section 1. Definitions. Capitalized, undefined terms used herein have the meaning assigned to them in the 2023 Contract, the 2023 Indenture, and the First Supplement. In addition, the following words and terms used herein have the meanings set forth below:

“*Contract*” means, collectively, the 2023 Contract and the First Amendment, as may be further amended from time to time.

“*First Amendment*” means this Amendment Number One to the Installment Financing Contract dated as of August 1, 2024, between the Corporation and the Town and any amendments or supplements thereto, including the Payment Schedule attached hereto, amending the 2023 Contract.

“*First Supplement*” means Supplemental Indenture, Number 1, dated as of August 1, 2024, between the Corporation and the Trustee and any amendments or supplements thereto, supplementing and amending the 2023 Indenture.

“*Refunded Projects (2014 LOBs)*” means (a) a law enforcement center for the Town, (b) a portion of the Town’s North Main Athletic Complex, and (c) certain transportation improvements financed from the proceeds of the Holly Springs Facility Company’s Limited Obligation Bonds, Series 2014, executed and delivered in the aggregate principal amount of \$17,105,000.

“*2023 Contract*” means the Installment Financing Contract, dated as of September 1, 2023, between the Corporation and the Town .

“*2024 Project*” means the construction, equipping, and furnishing of a new operations campus.

Section 2. Amendments to the 2023 Contract.

(a) The definitions of the following words in the 2023 Contract are replaced with the following definitions:

“*Installment Payments*” means those payments made by the Town to the Corporation as described in Article III and in the Payment Schedule attached to the First Amendment.

“*Projects*” means the 2023 Projects, the 2024 Project, the Refunded Projects (2014 LOBs), and any other projects financed or refinanced with Additional Bonds.

“*Purchase Price*” means the amount not to exceed \$53,000,000 advanced by the Corporation to enable the Town to finance and refinance the Projects under the terms of the Contract, as such price may be adjusted in connection with the execution and delivery of Additional Bonds under Section 2.11 of the 2023 Indenture.

(b) Section 3.5 of the Contract is deleted in its entirety and replaced with the following paragraph:

“(a) If the Town has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price related to the 2023 Bonds as set forth in Section 4.1 of the 2023 Indenture, in full or in part in Authorized Denominations on 45 days’ notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2023 Bonds, plus accrued interest to the prepayment date.

(b) If the Town has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price related to the 2024 Bonds as set forth in Section 3.1 of the First Supplement, in full or in part in Authorized Denominations on 45 days’ notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2024 Bonds, plus accrued interest to the prepayment date.

(c) If the Purchase Price is partially prepaid, then the Trustee shall recalculate the Payment Schedule as necessary in the manner required by Section 3.7 of the Indenture.”

Section 3. Funds. The Corporation will cause the proceeds from the 2024 Bonds to be applied and deposited as set forth in Section 4.2 of the First Supplement. The Trustee shall disburse any money held in the 2024 Account of the Acquisition and Construction Fund for payment of Costs of Acquisition and Construction relating to the 2024 Project and Costs of Issuance relating to the 2024 Bonds on receipt of written requisition in the form set forth in Exhibit A attached hereto.

Section 4. Payment Schedule. The Payment Schedule attached to the 2023 Contract is replaced by the Payment Schedule attached hereto, and after the date of this First Amendment, the Town agrees to make all Installment Payments in the amounts and at the times shown in the Payment Schedule attached hereto.

Section 5. Continuing Disclosure Obligation. With respect to the 2024 Bonds, the Town agrees, in accordance with Rule 15c2-12 (the “Rule”) promulgated by the U.S. Securities and Exchange Commission (the “SEC”), to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(1) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ended June 30, 2024, the audited financial statements of the Town for the such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the Town for such Fiscal Year to be replaced subsequently by audited financial statements of the Town to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ended June 30, 2024, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included in the tables under the captions “**THE TOWN - Debt Information**” (excluding information under “Debt Outlook”) and “**- Tax Information**” (including subheadings thereunder) in Appendix A to the Official Statement dated [August 14], 2024 with respect to the 2024 Bonds (excluding, in each case, any information on overlapping or underlying units), to the extent such items are not included in the audited financial statements referred to in paragraph (1) above;

(3) in a timely manner not in excess of 10 Business Days after the occurrence of the event, notice of any of the following events with respect to the 2024 Bonds:

- (A) principal and interest payment delinquencies;
- (B) non-payment related defaults, if material;
- (C) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (D) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (E) substitution of any credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of

Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2024 Bonds or other material events affecting the tax status of the 2024 Bonds;

(G) modification of the rights of the Beneficial Owners of the 2023 Bonds, if material;

(H) call of any of the 2024 Bonds for prepayment, excluding any mandatory sinking fund prepayment, if material, and tender offers;

(I) defeasance of any of the 2024 Bonds;

(J) release, substitution or sale of any property securing repayment of the 2024 Bonds, if material;

(K) rating changes;

(L) bankruptcy, insolvency, receivership or similar event of the Town;

(M) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;

(N) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(O) incurrence of a financial obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect securities holders, if material; and

(P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

For purposes of this undertaking, “*financial obligation*” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “*financial obligation*” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(4) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (1) or (2) above on or before the date specified.

All documents provided to the MSRB as described above are to be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The Town may discharge its undertaking described above by transmitting those documents or notices in a manner subsequently required by the SEC in lieu of the manner described above.

The Town agrees that its undertaking under this Section is intended to be for the benefit of the Owners and the beneficial owners of the 2024 Bonds and is enforceable by the Trustee or by any of them, including an action for specific performance of the Town's obligations under this Section, but a failure to comply will not be an event of default under Section 12.1 of the 2023 Contract and will not result in acceleration of the Installment Payments. An action must be instituted, had and maintained in the manner provided in this paragraph for the benefit of all of the Owners and beneficial owners of the 2024 Bonds.

The Town may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Town;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances; and

(3) any such modification does not materially impair the interest of the Owners or the beneficial owners, as determined by the Trustee or nationally recognized bond counsel or by the approving vote of the Owners of a majority in principal amount of the Outstanding Bonds under Section 9.2 of the Indenture.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section related to the 2024 Bonds terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest with respect to such series of 2024 Bonds.

Section 6. Representations, Warranties and Covenants of the Town and the Corporation. The Town hereby represents and warrants that the representations, warranties and covenants in Section 8.1 of the 2023 Contract are true and correct as of the date of the execution and delivery of this First Amendment as if made on the date of the execution and delivery of this First Amendment. The Corporation hereby represents and warrants that the representations and warranties in Section 8.2 of the 2023 Contract are true and correct as of the date of the execution and delivery of this First Amendment as if made on the date of the execution and delivery of this First Amendment.

Section 7. Arbitrage and Tax Covenants. With respect to the 2024 Bonds, the Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of that portion of the interest components of the Installment Payments intended as of the date hereof to be excluded from gross income of the recipient thereof for federal income tax purpose and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The Town acknowledges that the continued exclusion of that portion of the interest on the interest component of the Installment Payments from the Owner's gross income for federal income tax purposes intended as of the date hereof to be excluded from gross income of the recipient thereof for federal

income tax purpose depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code.

The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2024 Bonds or other funds under its control or under any fund created in the Indenture to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2024 Bonds to be “*arbitrage bonds*” for purposes of Section 148 of the Code. The Town covenants that it will comply and will direct the Trustee to comply with the investment instructions in the Tax Certificate with respect to the 2024 Bonds.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Corporation and the Town have caused this First Amendment to be executed in their respective names by their duly authorized officials or officers, all as of the date first above written.

HOLLY SPRINGS PUBLIC FACILITIES CORPORATION

By: _____
Randy Harrington
President

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
HOLLY SPRINGS PUBLIC FACILITIES CORPORATION AND THE TOWN OF HOLLY SPRINGS, NORTH
CAROLINA]

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

[SEAL]

By: _____
Sean Mayefskie
Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
HOLLY SPRINGS PUBLIC FACILITIES CORPORATION AND THE TOWN OF HOLLY SPRINGS, NORTH
CAROLINA]

Consented to and Accepted:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Ryan Riggleman
Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
HOLLY SPRINGS PUBLIC FACILITIES CORPORATION AND THE TOWN OF HOLLY SPRINGS, NORTH
CAROLINA]

This First Amendment has been approved
under the provisions of the North Carolina
General Statutes, § 159-152.

By: _____
Jennifer Wimmer
Deputy Secretary of the Local Government Commission

INSTALLMENT PAYMENT SCHEDULE – 2023 BONDS

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL PAYMENT
10/01/2024		\$ 335,506.25	\$ 335,506.25
04/01/2025		335,506.25	335,506.25
10/01/2025	\$ 735,000	335,506.25	1,070,506.25
04/01/2026		317,131.25	317,131.25
10/01/2026	735,000	317,131.25	1,052,131.25
04/01/2027		298,756.25	298,756.25
10/01/2027	735,000	298,756.25	1,033,756.25
04/01/2028		280,381.25	280,381.25
10/01/2028	735,000	280,381.25	1,015,381.25
04/01/2029		262,006.25	262,006.25
10/01/2029	735,000	262,006.25	997,006.25
04/01/2030		243,631.25	243,631.25
10/01/2030	735,000	243,631.25	978,631.25
04/01/2031		225,256.25	225,256.25
10/01/2031	735,000	225,256.25	960,256.25
04/01/2032		206,881.25	206,881.25
10/01/2032	735,000	206,881.25	941,881.25
04/01/2033		188,506.25	188,506.25
10/01/2033	735,000	188,506.25	923,506.25
04/01/2034		170,131.25	170,131.25
10/01/2034	735,000	170,131.25	905,131.25
04/01/2035		151,756.25	151,756.25
10/01/2035	735,000	151,756.25	886,756.25
04/01/2036		133,381.25	133,381.25
10/01/2036	735,000	133,381.25	868,381.25
04/01/2037		115,006.25	115,006.25
10/01/2037	730,000	115,006.25	845,006.25
04/01/2038		96,756.25	96,756.25
10/01/2038	725,000	96,756.25	821,756.25
04/01/2039		78,631.25	78,631.25
10/01/2039	725,000	78,631.25	803,631.25
04/01/2040		60,506.25	60,506.25
10/01/2040	725,000	60,506.25	785,506.25
04/01/2041		45,553.13	45,553.13
10/01/2041	725,000	45,553.13	770,553.13
04/01/2042		30,600.00	30,600.00
10/01/2042	720,000	30,600.00	750,600.00
04/01/2043		15,300.00	15,300.00
10/01/2043	720,000	15,300.00	735,300.00
	<u>\$13,890,000</u>	<u>\$6,846,862.51</u>	<u>\$20,736,862.51</u>

INSTALLMENT PAYMENT SCHEDULE – 2024 BONDS [TO UPDATE AT PRICING]

DATE	INSTALLMENT PAYMENT		
	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL

EXHIBIT A
FORM OF REQUISITION
ACQUISITION AND CONSTRUCTION FUND

U.S. Bank Trust Company, National Association
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202-1078 CN-NC-H27A
Attention: Corporate Trust Services

Re: Direction to Make Disbursements from the 2024 Account of the Acquisition and Construction Fund

Ladies and Gentlemen:

Pursuant to Section 4.2 of Supplemental Indenture, Number 1 dated as of August 1, 2024 (the “*First Supplement*”) between Holly Springs Public Facilities Corporation (the “*Corporation*”) and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”), supplementing the Indenture of Trust dated as of September 1, 2023, between the Corporation and the Trustee, and Section 4.2 of the Installment Financing Contract dated as of September 1, 2023 (the “*2023 Contract*”), as amended by Amendment Number One to the Installment Financing Contract dated as of August 1, 2024, each between the Corporation and the Town of Holly Springs, North Carolina, you are hereby directed to disburse from the 2024 Account of the Acquisition and Construction Fund referred to in the First Supplement (the “*2024 Account*”) the amount indicated below.

The undersigned hereby certifies:

1. This is requisition number _____ from the 2024 Bonds Account.
2. The name and address of the person, firm or corporation to whom the disbursement is due is as follows:
3. The amount to be disbursed is \$_____.
4. The purpose of the disbursement is to _____.
5. The disbursement herein requested is for an obligation properly incurred, is a proper charge against the 2024 Account as a Cost of Acquisition and Construction and such obligation has not been the basis of any previous disbursement.

Dated this __ day of _____, 20__.

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Town Representative

[Red Herring Language] THIS PRELIMINARY OFFICIAL STATEMENT AND THE INFORMATION CONTAINED HEREIN ARE SUBJECT TO COMPLETION OR AMENDMENT IN A FINAL OFFICIAL STATEMENT. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2024 Bonds (as defined herein) offered hereby in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of that jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2024

New Issue/ Book-Entry Only

Ratings: Moody's: ____

S&P: ____

(See "RATINGS" herein)

In the opinion of Parker Poe Adams & Bernstein LLP, Bond Counsel, under existing law (1) assuming compliance by the Town with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the portion of the installment payments designated and paid as interest with respect to the 2024 Bonds (a) is excludable from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal individual alternative minimum tax; provided, however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022, and (2) the portion of the installment payments designated and paid as interest with respect to the 2024 Bonds is exempt from State of North Carolina income taxation. See "TAX TREATMENT" herein.

Not to Exceed \$53,000,000*
Limited Obligation Bonds
Series 2024

**Evidencing Proportionate and Undivided Interests
in Rights to Receive Certain Revenues Pursuant to an
Installment Financing Contract with the**

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

Dated: Date of Delivery

Due: As shown on the inside cover

The bonds offered hereby (the "2024 Bonds") are being issued by the Holly Springs Public Facilities Corporation (the "Corporation"), pursuant to an Indenture of Trust, dated as of September 1, 2023 (the "Original Indenture"), between the Corporation and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as amended by a Supplemental Indenture, Number 1, to be dated as of August 1, 2024, between the Corporation and the Trustee (the "First Supplement" and, together with the Original Indenture, the "Indenture"). The proceeds of the 2024 Bonds will be used to provide funds to the Town of Holly Springs, North Carolina (the "Town") to be used to (a) finance the construction, equipping, and furnishing of the Town's new Operations Campus (the "2024 Project"), (b) refinance the Refunded Bonds (as defined herein), (c) pay the costs, fees and expenses (1) of executing and delivering an Amendment Number One to the Installment Financing Contract, to be dated as of August 1, 2024, between the Town and the Corporation (the "First Amendment") and, pursuant to a First Notice of Extension of Deed of Trust to Additional Property, to be dated as of August 1, 2024 (the "First

* Preliminary; subject to change.

Extension”), extending the lien created by the Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2023 (the “Original Deed of Trust” and, together with the First Extension, the “Deed of Trust”) on the site of the Town’s Fire Station 3 to also include the site of the Operations Campus, and (2) incurred in connection with the sale, execution and delivery of the 2024 Bonds.

The proceeds of the 2024 Bonds will be advanced to the Town pursuant to an Installment Financing Contract, dated as of September 1, 2023 (the “Original Contract” and, together with the First Amendment, the “Contract”), between the Town and the Corporation, as amended by the First Amendment. The 2024 Bonds evidence proportionate and undivided ownership interests in certain Revenues (as defined herein) payable by the Town pursuant to the Contract. The Town’s obligations under the Contract are secured by the Deed of Trust, executed and delivered by the Town for the benefit of the Corporation, granting a security interest in the Mortgaged Property subject to Permitted Encumbrances (each as defined therein), as further described herein.

Pursuant to the Indenture, the Corporation has assigned to the Trustee for the benefit of the registered owners of the Town’s \$13,890,000 Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2023 (the “2023 Bonds”), the 2024 Bonds and any Additional Bonds (as defined herein) (a) all rights, title and interest of the Corporation in the Contract (except for certain indemnification rights, certain notice rights and the right to Additional Payments payable to the Corporation), including its rights to receive the Installment Payments thereunder, (b) all rights, title and interest of the Corporation in the Deed of Trust and the Mortgaged Property, and (c) all money and securities from time to time held by the Trustee under the Indenture in any fund or account (except the Rebate Fund) and certain pledged personal property, if any. The 2024 Bonds are payable on a parity with the 2023 Bonds and any Additional Bonds that may hereafter be executed and delivered pursuant to the Indenture.

The 2024 Bonds will be delivered only in fully registered form, and when delivered will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”). DTC will act as securities depository for the 2024 Bonds. Individual purchases of the 2024 Bonds will be made in denominations of \$5,000 or integral multiples thereof. So long as Cede & Co. is the registered owner, as nominee for DTC, references herein to registered owners or Owners shall mean Cede & Co., and shall not mean the beneficial owners of the 2024 Bonds. So long as Cede & Co. is the registered owner of the 2024 Bonds, principal and interest with respect to the 2024 Bonds will be payable by the Trustee to Cede & Co., as nominee for DTC, which will in turn remit such principal and interest to the DTC participants for subsequent disbursement to the beneficial owners. See Appendix E hereto for more information concerning DTC and the book-entry only system for the 2024 Bonds.

THE PRINCIPAL AND INTEREST WITH RESPECT TO THE 2024 BONDS ARE PAYABLE SOLELY FROM AMOUNTS PAYABLE BY THE TOWN PURSUANT TO THE CONTRACT, AMOUNTS HELD IN CERTAIN FUNDS AND ACCOUNTS UNDER THE INDENTURE AND, TO THE EXTENT PROVIDED IN THE INDENTURE, THE PROCEEDS DERIVED FROM THE EXERCISE OF CERTAIN RIGHTS AND REMEDIES GRANTED UNDER THE CONTRACT AND THE DEED OF TRUST. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH OF ANY CONTRACTUAL OBLIGATION UNDER THE CONTRACT, AND THE TAXING POWER OF THE TOWN IS NOT PLEDGED DIRECTLY OR INDIRECTLY TO SECURE ANY MONEYS DUE TO THE OWNERS OF THE 2024 BONDS.

The 2024 Bonds are subject to optional and mandatory sinking fund prepayment prior to their maturity as described herein.

The 2024 Bonds are offered subject to prior sale when, as and if executed and delivered and accepted by PNC Capital Markets LLC, Charlotte, North Carolina, as Underwriter, subject to the approval of their validity and certain other matters by Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, Bond Counsel. Certain legal matters will be passed upon for the Town by John Schifano, Esq.,

Holly Springs, North Carolina, Town Attorney, for the Corporation by Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, and for the Underwriter by Womble Bond Dickinson (US) LLP, Raleigh, North Carolina, counsel to the Underwriter. DEC Associates Inc., Charlotte, North Carolina, is acting as financial advisor to the Town in connection with the sale, execution and delivery of the 2024 Bonds. It is expected that delivery of the 2024 Bonds will be made through the facilities of DTC on or about August __, 2024.

PNC Capital Markets LLC

August __, 2024

MATURITY SCHEDULE*

<u>Due October 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No.**</u>
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* Preliminary; subject to change.

** CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright © 2024 CUSIP Global Services. All rights reserved. CUSIP numbers are set forth herein for the convenience of reference only. Neither the Town, the Corporation nor the Underwriter takes any responsibility for the selection or accuracy of such numbers set forth herein.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the 2024 Bonds offered hereby, nor shall there be any offer or solicitation of such offer or sale of the 2024 Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Official Statement nor the sale of any of the 2024 Bonds implies that the information herein is correct as of any date subsequent to the date thereof.

The information contained herein has been obtained from the Town, the Corporation and other sources believed to be reliable. The information contained herein is subject to change after the date of this Official Statement, and this Official Statement speaks only as of its date.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or hyperlinks contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission.

This Official Statement is deemed to be a final official statement with respect to the 2024 Bonds within the meaning of Rule 15c2-12, except, when it is in preliminary form, for the omission of certain pricing and other information authorized to be omitted by Rule 15c2-12.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2024 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

TABLE OF CONTENTS

Page

INTRODUCTION	
THE 2024 BONDS	
General	
Prepayment Provisions	
SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS	
Installment Payments and Additional Payments	
Budget and Appropriation	
Deed of Trust	
Indenture	
Enforceability	
Additional Bonds	
CERTAIN RISKS OF OWNERS OF THE 2024 BONDS	
Limited Obligation of the Town; Value of Collateral	
Environmental Risks	
Uninsured or Underinsured Casualty	
Climate Change	
Cybersecurity	
Additional Bonds and Other Indebtedness	
THE CORPORATION	
THE PLAN OF FINANCE	
The 2024 Project	
The Refunding	
ESTIMATED SOURCES AND USES OF FUNDS	
ANNUAL INSTALLMENT PAYMENT REQUIREMENTS	
AVAILABLE SOURCES FOR PAYMENT OF INSTALLMENT PAYMENTS	
General	
General Fund Revenues	
CONTINUING DISCLOSURE	
THE LOCAL GOVERNMENT COMMISSION	
LEGAL MATTERS	
TAX TREATMENT	
General	
Original Issue Discount	
Original Issue Premium	
LITIGATION	
RATINGS	
UNDERWRITING	
FINANCIAL ADVISOR	
MISCELLANEOUS	
APPENDIX A	The Town of Holly Springs, North Carolina
APPENDIX B	Financial Information Concerning the Town of Holly Springs, North Carolina
APPENDIX C	Summary of Principal Legal Documents
APPENDIX D	Form of Opinion of Bond Counsel
APPENDIX E	DTC's Book-Entry Only System

\$ _____ *

**Limited Obligation Bonds
Series 2024**

**Evidencing Proportionate and Undivided Interests
in Rights to Receive Certain Revenues Pursuant to an
Installment Financing Contract with the**

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

INTRODUCTION

The purpose of this Official Statement, which includes the Appendices, is to provide certain information in connection with the execution, sale and delivery of \$ _____ * Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 (the “2024 Bonds”). The 2024 Bonds will be executed and delivered pursuant to the provisions of an Indenture of Trust, dated as of September 1, 2023 (the “Original Indenture”) between the Holly Springs Public Facilities Corporation (the “Corporation”) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as amended by a Supplemental Indenture, Number 1, to be dated as of August 1, 2024, between the Corporation and the Trustee (the “First Supplement” and, together with the Original Indenture, the “Indenture”). The 2024 Bonds will evidence proportionate and undivided ownership interests in certain Revenues (as defined below) pursuant to an Installment Financing Contract, dated as of September 1, 2023 (the “Original Contract”), between the Town of Holly Springs, North Carolina (the “Town”) and the Corporation, as amended by Amendment Number One to the Installment Financing Contract, to be dated as of August 1, 2024, between the Town and the Corporation (the “First Amendment” and, together with the Original Contract, the “Contract”).

The Town. The Town is a municipal corporation in the State of North Carolina (the “State”). See Appendix A hereto for certain information concerning the Town. The Town’s most recent audited financial statements are contained in Appendix B hereto.

Authorization. The 2024 Bonds will be executed and delivered pursuant to the Indenture. The 2024 Bonds evidence proportionate undivided interests in the right to receive certain Revenues pursuant to the Contract. The 2024 Bonds are payable solely from the Installment Payments and certain other money as provided in the Indenture.

The Town has entered into the Original Contract, and will enter the First Amendment, pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. The Contract is subject to the approval of, and has been approved by, the Local Government Commission of North Carolina (the “LGC”). See “THE LOCAL GOVERNMENT COMMISSION” herein.

Purpose. The proceeds of the 2024 Bonds will be used to provide funds to the Town to be used to (a) finance the construction, equipping, and furnishing of the Town’s new Operations Campus (the “2024 Project” as further described under “THE PLAN OF FINANCE – The 2024 Project” herein), (b) refinance the Refunded Bonds (as defined herein and further described under “THE PLAN OF FINANCE – The Refunding” herein), (c) pay the costs, fees and expenses (1) of executing and delivering the First Amendment, extending the Original Deed of Trust which includes the site of Fire Station 3 to also include

* Preliminary; subject to change.

the site of the Town's new Operations Campus, and (2) incurred in connection with the sale, execution and delivery of the 2024 Bonds.

Security. The Town has previously issued its \$13,890,000 Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2023 (the "2023 Bonds") pursuant to the Original Indenture. The 2023 Bonds, the 2024 Bonds and any additional Bonds hereafter outstanding under the Indenture (the "Additional Bonds") evidence proportionate undivided interests in the right to receive certain Revenues under the Contract. The 2024 Bonds are payable solely from the Installment Payments and certain other money as provided in the Indenture.

As security for its obligations under the Contract, the Town has executed and delivered to a deed of trust trustee (the "Deed of Trust Trustee"), for the benefit of the Corporation or its assignee, a Deed of Trust, Security Agreement and Fixture Filing, dated as of September 1, 2023 (the "Original Deed of Trust"), granting a lien of record on the site of the Town's Fire Station 3, which will be extended pursuant to a First Notice of Extension of Deed of Trust to Additional Property, to be dated as of August 1, 2024 (the "First Extension" and, together with the Original Deed of Trust, the "Deed of Trust") to include the Town's new Operations Campus, and any additions, modifications, attachments, replacements and parts thereof, as more particularly described in the Deed of Trust (the "Mortgaged Property"), subject to certain permitted encumbrances as described in the Contract and the Deed of Trust. **Only the real property on which Fire Station 3 and the new Operations Center are located and the improvements located and to be located thereon are part of the Mortgaged Property.** See "SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS—Deed of Trust" herein. The 2024 Bonds are also secured by certain money on deposit under the Indenture.

The Deed of Trust authorizes future obligations under the Contract to be evidenced by Additional Bonds issued under the Indenture to be secured by the Deed of Trust, provided that the total amount of present and future obligations secured thereby at any one time does not exceed \$200,000,000 and such future obligations are incurred not later than thirty (30) years from the date of the Original Deed of Trust. The 2024 Bonds will be secured by the Deed of Trust on a parity with the 2023 Bonds and any Additional Bonds hereafter executed and delivered and outstanding under the Indenture.

Pursuant to the Original Indenture, the Corporation has assigned to the Trustee for the benefit of the Owners of the 2024 Bonds, the 2023 Bonds and any Additional Bonds (a) all rights, title and interest of the Corporation in the Contract (except for certain indemnification rights, certain notice rights and the right to Additional Payments payable to the Corporation), including its rights to receive the Installment Payments thereunder, (b) all rights, title and interest of the Corporation in the Deed of Trust and the Mortgaged Property, and (c) all money and securities from time to time held by the Trustee under the Indenture in any fund or account (except the Rebate Fund) and certain pledged personal property, if any. Pursuant to the Contract, the Installment Payments are payable by the Town directly to the Trustee. Additional Bonds which would have equal rights in the security available to the Owners of the 2023 Bonds and the 2024 Bonds may be executed and delivered in accordance with the provisions of the Indenture. See the captions "SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS—Additional Bonds" herein and "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Indenture—Additional Bonds" in Appendix C hereto.

Under certain conditions, the Deed of Trust Trustee may release portions of the Mortgaged Property from the lien of the Deed of Trust. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS—Deed of Trust" herein and "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Deed of Trust" in Appendix C hereto.

If a default occurs under the Contract, the Trustee may attempt to dispose of the Mortgaged Property and apply the proceeds received as a result of any such disposition to the payment of the amounts due to the Owners of the 2023 Bonds, the 2024 Bonds and any Additional Bonds. No assurance can be given that any such proceeds will be sufficient to pay the principal and interest with respect to the 2024 Bonds. In addition, no deficiency judgment can be obtained against the Town if the proceeds from any such disposition (together with other funds that may be held by the Trustee under the Indenture) are insufficient to pay the 2024 Bonds in full. Neither the 2024 Bonds nor the Town's obligation to make payments under the Contract constitute a pledge of the Town's faith and credit within the meaning of any constitutional provision. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS" herein.

Details of the 2024 Bonds. The 2024 Bonds will be dated as of the date of delivery thereof and will mature, subject to the prepayment provisions described herein, on October 1 in the years and amounts set forth on the inside front cover. Interest with respect to the 2024 Bonds will be payable on each April 1 and October 1, beginning April 1, 2025, at the rates set forth on the inside front cover. Individual purchases of the 2024 Bonds will be made in denominations of \$5,000 or integral multiples thereof.

Book-Entry Only Form. The 2024 Bonds will be delivered as fully registered certificates in book-entry only form without physical delivery of certificates to the beneficial owners of the 2024 Bonds. The Trustee will make payments of principal and interest with respect to the 2024 Bonds to The Depository Trust Company ("DTC"), which will in turn remit such payments to DTC participants for subsequent distribution to the beneficial owners of the 2024 Bonds. See Appendix E hereto for a more complete description of DTC and the book-entry only system for the 2024 Bonds.

Tax Status. See "TAX TREATMENT" herein.

Professionals. PNC Capital Markets LLC, Charlotte, North Carolina (the "Underwriter"), is underwriting the 2024 Bonds. Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, is serving as Bond Counsel and will also pass on certain legal matters relating to the Corporation. John Schifano, Esq., Holly Springs, North Carolina, is the Town Attorney and will pass on certain legal matters relating to the Town. Womble Bond Dickinson (US) LLP, Raleigh, North Carolina, is serving as counsel to the Underwriter. U.S. Bank Trust Company, National Association, Charlotte, North Carolina, is serving as Trustee. DEC Associates Inc., Charlotte, North Carolina, is serving as financial advisor to the Town in connection with the sale, execution and delivery of the 2024 Bonds.

Definitions; Document Summaries. See Appendix C hereto for a summary of certain provisions of the Contract, the Indenture and the Deed of Trust and for the definition of certain capitalized terms used herein. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Contract or the Indenture unless otherwise indicated.

THE 2024 BONDS

General

The 2024 Bonds will be dated as of the date of delivery thereof, and will mature, subject to the prepayment provisions described herein, on October 1 in the years and amounts set forth on the inside front cover. Interest with respect to the 2024 Bonds will be payable on each April 1 and October 1, beginning April 1, 2025, at the rates set forth on the inside front cover. Individual purchases of the 2024 Bonds will be made in denominations of \$5,000 or integral multiples thereof.

The 2024 Bonds will be delivered as fully registered certificates in book-entry only form without physical delivery of certificates to the beneficial owners of the 2024 Bonds. The Trustee will make payments of principal and interest with respect to the 2024 Bonds to DTC, which will in turn remit such payments to DTC participants for subsequent distribution to the beneficial owners of the 2024 Bonds. See Appendix E hereto for more information regarding DTC and the book-entry only system for the 2024 Bonds.

Prepayment Provisions

Optional Prepayment. The 2024 Bonds maturing on or before October 1, 20__ are not subject to optional prepayment before their maturities. The 2024 Bonds maturing on or after October 1, 20__ are subject to optional prepayment in whole or in part on any date on or after October 1, 20__, at the option of the Town, at the prepayment price equal to 100% of the principal amount of such 2024 Bonds to be prepaid, together with accrued interest to the date fixed for prepayment, all in the manner provided in the Indenture.

Mandatory Sinking Fund Prepayment. The 2024 Bonds maturing on October 1, 20__ are subject to mandatory sinking fund prepayment on October 1 in the following years and amounts from the principal components of the Installment Payment required to be paid by the Town under the First Amendment with respect to each such prepayment date, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, together with accrued interest to the date fixed for prepayment, as follows

<u>Year</u>	<u>Amount</u>
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*

* Maturity]

General Prepayment Provisions. If called for optional prepayment in part, the 2024 Bonds to be prepaid will be prepaid in such order as the Town selects and within the same maturity as selected by DTC pursuant to its rules and procedures or, if the book-entry system with respect to the 2024 Bonds is discontinued as provided in the Indenture by lot within a maturity in such manner as the Trustee in its discretion may determine; provided, however, that, the 2024 Bonds or portions thereof will be prepaid only in whole multiples of \$5,000 (“Authorized Denominations”).

Notice of prepayment identifying the 2024 Bonds or portions thereof to be prepaid will be given by the Trustee in writing not less than 30 days nor more than 60 days before the date fixed for prepayment by Electronic Means or by first class mail, postage prepaid (or, in the case of notice to DTC, by registered or certified mail or otherwise in accordance with DTC’s then-existing rules and procedures) (1) to DTC or its nominee or to the then-existing securities depositories, or (2) if DTC or its nominee or another securities depository is no longer the Owner of the 2024 Bonds, to the then-registered Owners of the 2024 Bonds to be prepaid at their addresses appearing on the registration books maintained by the Trustee, (3) to the LGC, and (4) to the Municipal Securities Rule Making Board (the “MSRB”) via its Electronic Municipal Marketplace Access (“EMMA”) system; provided however, that the Trustee will have no liability to any party in connection with any failure to timely file any notice with the MSRB via its EMMA system (or any successor thereto) and the sole remedy for any such failure shall be an action by the Bondowners in mandamus for specific performance or similar remedy to compel performance.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice will not affect the validity of the proceedings for such prepayment, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the prepayment of the 2024 Bonds or portions thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the LGC or the MSRB, or any defect therein, shall not affect the validity of any proceedings for the prepayment of the 2024 Bonds. Any notice delivered as provided above is conclusively presumed to have been duly given, whether or not the registered owner or other recipient receives the notice.

In the case of an optional prepayment of the 2024 Bonds, the prepayment notice may state (1) that it is conditioned upon the deposit of money with the Trustee on the prepayment date at the time and in an amount equal to the amount necessary to effect the prepayment and such notice will be of no effect unless such money is so deposited, and (2) that the Town retains the right to rescind the prepayment notice on or prior to the scheduled prepayment date, and such notice and optional prepayment shall be of no effect if such money is not so deposited or if the notice is rescinded.

On or before the date fixed for prepayment, funds are required to be deposited with the Trustee to pay, and the Trustee will be authorized and directed to apply such funds to the payment of, the 2024 Bonds or portions thereof called, together with accrued interest with respect thereto to the prepayment date, and any required premium. Upon the giving of notice and the deposit of such funds for prepayment pursuant to the First Supplement, interest with respect to the 2024 Bonds or portions thereof so called for prepayment will no longer accrue after the date fixed for prepayment.

The 2024 Bonds or portions thereof called for prepayment will be due and payable on the prepayment date at the prepayment price, together with accrued interest thereon to the prepayment date and any applicable prepayment premium. If any required notice of prepayment has been given and money sufficient to pay the prepayment price, together with accrued interest thereon to the prepayment date and any required prepayment premium, has been deposited with the Trustee, the 2024 Bonds or portions thereof so called for prepayment cease to be entitled to any benefit or security under the Indenture, and the Owners of such 2024 Bonds will have no rights in respect of such 2024 Bonds or portions thereof so called for prepayment except to receive payment of the prepayment price and accrued interest to the prepayment date from such funds held by the Trustee.

Any scheduled prepayment of the 2024 Bonds or portions thereof may be rescinded in whole or in part at any time prior to the prepayment date if the Town delivers written notice to the Trustee instructing the Trustee to rescind the prepayment notice. The Trustee will give prompt notice of such rescission to the affected Owners of the 2024 Bonds. Any 2024 Bonds where prepayment has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, the failure of the Corporation or Town to make funds available in part or in whole on or before the prepayment date will not constitute an Event of Default, and the Trustee will give immediate notice to the affected Owners of the 2024 Bonds that the prepayment did not occur and that the Bonds called for prepayment and not so paid remain Outstanding.

Upon surrender and cancellation of any 2024 Bonds called for optional prepayment in part only, a new 2024 Bond or Bonds of the same maturity and interest rate and of Authorized Denominations, in an aggregate principal amount equal to the unprepaid portion thereof, will be executed on behalf of the Corporation and authenticated and delivered by the Trustee.

Anything in the Indenture to the contrary notwithstanding, if an Event of Default has occurred and is continuing under the Indenture, there will be no prepayment of less than all of the Bonds Outstanding under the Indenture.

SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS

The 2023 Bonds, the 2024 Bonds and any Additional Bonds evidence proportionate undivided interests in the rights to receive certain Revenues pursuant to the Contract. The 2023 and the 2024 Bonds will be proportionately and ratably secured with any Additional Bonds hereafter executed and delivered pursuant to the Indenture. Revenues are defined in the Contract to mean (a) all Net Proceeds not applied to the replacement of the Mortgaged Property, (b) all Installment Payments, and (c) all investment income on all funds and accounts created under the Indenture (other than the Rebate Fund). Notwithstanding the foregoing, the Owner of each 2024 Bond is not entitled to receive more than the amount of principal and interest represented by such 2024 Bond.

Installment Payments and Additional Payments

Under the Contract, the Town will be required to make Installment Payments directly to the Trustee in amounts sufficient to provide for the payment of the principal (whether at maturity, by prepayment or otherwise) and interest with respect to the 2023 Bonds, the 2024 Bonds and any Additional Bonds as the same become due and payable.

The Town will also be obligated under the Contract to pay as Additional Payments to such persons as are entitled thereto the reasonable and customary expenses and fees (including, but not limited to, attorneys' fees, costs and expenses) of the Trustee and the Corporation, any expenses of the Corporation in defending an action or proceeding in connection with this Contract or the Indenture and any taxes or any other expenses, including, but not limited to, licenses, permits, state and local income, sales and use or ownership taxes or property taxes which the Town or the Corporation are expressly required to pay as a result of this Contract (together with interest that may accrue thereon if the Town fails to pay the same).

Budget and Appropriation

Pursuant to the Contract, the Town will (a) cause its budget officer, as statutorily defined, to include the Installment Payments and the reasonably estimated Additional Payments coming due in each Fiscal Year in the corresponding annual budget request, (b) require that the deletion of such funds from the Town's final budget or any amended budget be made only pursuant to an express resolution of the Town Council which explains the reason for such action and (c) deliver notice to the Trustee and the LGC within five days after the adoption by the Town Council of the resolution described in clause (b) above. Nothing contained in the Contract obligates the Town to appropriate money contained in the proposed budget for the payment of Installment Payments and reasonably estimated Additional Payments coming due under this Contract;

In connection with both Installment Payments and Additional Payments, the appropriation of funds therefor will be within the sole discretion of the Town Council.

Deed of Trust

In connection with the execution and delivery of the 2023 Bonds, the Town has executed the Original Deed of Trust as security for its obligations under the Contract granting a lien of record on the Town's Fire Station #3, subject to certain permitted encumbrances as set forth in the Contract and the Original Deed of Trust. In connection with the execution and delivery of the 2024 Bonds, the Town will execute and deliver the First Extension, which adds the site of the Town's new Operations Center to the Mortgaged Property of the Deed of Trust.

The Deed of Trust authorizes future obligations evidenced by Additional Bonds executed and delivered under the Indenture to be secured by the Deed of Trust. The 2023 Bonds and the 2024 Bonds will be secured by the Deed of Trust on a parity with any Additional Bonds hereafter issued and outstanding under the Indenture.

The Mortgaged Property will consist of the sites of the Town's Fire Station 3 and new Operations Campus. See "THE PLAN OF FINANCE – The 2024 Project" herein for more information regarding the Mortgaged Property. The Original Deed of Trust is recorded in the office of the Register of Deeds of Wake County, North Carolina, and the First Amendment shall also be recorded therein. In connection with the execution and delivery of the 2024 Bonds and the recording of the First Amendment, the existing title insurance policy related to the Mortgaged Property will be endorsed to add the site of the new Operations Center to the Mortgaged Property and to increase the amount of the existing title insurance policy to \$30,000,000. Generally, a claim against a title insurance policy may only be made in the amount which is the lesser of the actual value of the real property and the amount of the title insurance policy.

So long as there is no event of default under the Deed of Trust, the Trustee must release the Mortgaged Property or any part thereof from the lien and security interest of the Deed of Trust when and if the following requirements have been fulfilled:

(a) in connection with any release of the Mortgaged Property, or any part thereof, there is filed with the Corporation a certified copy of the resolution of the Town Council of the Town stating the purpose for which the Town desires such release of the Mortgaged Property, giving an adequate legal description of the part of the Mortgaged Property to be released, requesting such release and providing for payment by the Town of all expenses in connection with such release;

(b) in connection with the release of any part of the Mortgaged Property constituting less than the entire Mortgaged Property, either (i) the tax, insured or appraised value of the Mortgaged Property remaining after the proposed release is not less than 50% of the aggregate principal component of the Installment Payments related to the Bonds then Outstanding under the Indenture or (ii) the Town (A) provides for the substitution of other real property therefor and the tax, insured or appraised value of the Mortgaged Property remaining after the proposed substitution is not less than the replacement value of the Mortgaged Property (as determined above) immediately before the proposed substitution, (B) delivers to the Trustee and the Corporation, or its assignee, an opinion of Bond Counsel to the effect that the substitution (1) is permitted by law and under the Deed of Trust, and (2) will not adversely affect the tax treatment of the 2024 Bonds or any Additional Bonds, and (C) records a modification to the Deed of Trust reflecting such substitution of the Mortgaged Property;

(c) in connection with the release of any part of the Mortgaged Property constituting less than the entire Mortgaged Property, such release will not prohibit the Town's ingress, egress and regress to and from the remainder of the Mortgaged Property not being released, or materially interfere with the use of the remainder of the Mortgaged Property not being released; and

(d) in connection with the release of the entire Mortgaged Property, there is paid to the Corporation an amount sufficient to provide for the payment in full all of the 2024 Bonds and any Additional Bonds then Outstanding under the Indenture.

No representation is made as to the value of the Town's interest in the Mortgaged Property at foreclosure.

Indenture

Pursuant to the Indenture, the Corporation has assigned to the Trustee for the benefit of the Owners of the 2023 Bonds and the 2024 Bonds and any Additional Bonds executed and delivered under the Indenture (a) all rights, title and interest of the Corporation in the Contract (except for certain indemnification rights, certain notice rights and the right to Additional Payments payable to the Corporation), including its rights to receive the Installment Payments thereunder (b) all rights, title and interest of the Corporation in the Deed of Trust and the Mortgaged Property, and (c) all money and securities from time to time held by the Trustee under the Indenture in any fund or account (except the Rebate Fund) and certain pledged personal property, if any.

Enforceability

NEITHER THE CONTRACT NOR THE 2024 BONDS CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH OF ANY CONTRACTUAL OBLIGATION UNDER THE CONTRACT, AND THE TAXING POWER OF THE TOWN IS NOT PLEDGED DIRECTLY OR INDIRECTLY TO SECURE ANY MONEYS DUE THE OWNERS OF THE 2024 BONDS PURSUANT TO THE CONTRACT.

THE REMEDIES AFFORDED TO THE TRUSTEE AND THE OWNERS OF THE 2024 BONDS UPON A DEFAULT BY THE TOWN UNDER THE CONTRACT ARE LIMITED TO THOSE SPECIFIED IN THE CONTRACT AND THE INDENTURE, INCLUDING EXERCISING THE RIGHTS OF THE BENEFICIARY UNDER THE DEED OF TRUST AND THE RIGHTS OF THE TRUSTEE IN THE FUNDS HELD UNDER THE INDENTURE.

The 2024 Bonds will not constitute a debt or general obligation of the Corporation and will not give the Owners of the 2024 Bonds any recourse to the assets of the Corporation, but will be payable solely from amounts payable by the Town under the Contract, from amounts realized on the foreclosure on the Mortgaged Property pursuant to the Deed of Trust and from funds held in certain funds and accounts under the Indenture for such purpose.

The enforceability of the Indenture, the Contract and the Deed of Trust is subject to bankruptcy, insolvency, fraudulent conveyance and other related laws affecting the enforcement of creditors' rights generally and, to the extent that certain remedies under such instruments require, or may require, enforcement by a court, to such principles of equity as the court having jurisdiction may impose.

See "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Contract – Remedies on Default" in Appendix C hereto for a more complete description of the rights and powers of the Trustee upon the occurrence of an event of default under the Contract.

Additional Bonds

Under the conditions described in the Indenture and so long as no Event of Default has occurred and is continuing under the Indenture, Additional Bonds may be delivered by the Trustee at the direction of the Corporation to provide funds to pay: (1) the cost of expanding the Projects (as defined therein), acquiring, constructing, renovating and equipping other facilities or acquiring equipment and other capital assets for utilization by or on behalf of the Town for public purposes; (2) the cost of refunding of all or any portion of the Bonds then Outstanding or any other financing obligations of the Town; and (3) the Costs of Issuance relating to the execution, delivery and sale of the Additional Bonds.

The 2024 Bonds are payable on a parity with the 2023 Bonds and any Additional Bonds hereafter executed and delivered pursuant to the Indenture. The Installment Payments and any Installment Payments with respect to Additional Bonds executed and delivered under the Indenture will be deposited as received by the Trustee in the Bond Fund held by the Trustee. Money in the Bond Fund will be withdrawn and used to pay the principal and interest with respect to the 2023 Bonds, the 2024 Bonds and any Additional Bonds executed and delivered under the Indenture as the same become due and payable. If on any date the money on deposit in the Bond Fund is insufficient to pay all of the principal and interest with respect to the 2023 Bonds, the 2024 Bonds or any Additional Bonds executed and delivered under the Indenture which are due and payable on such date, such money will be used to pay such principal and interest with respect to the 2023 Bonds, the 2024 Bonds and any such Additional Bonds entitled to receive principal or interest on such date in the manner provided in the Indenture. See “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Indenture—Application of Money” in Appendix C.

CERTAIN RISKS OF OWNERS OF THE 2024 BONDS

Limited Obligation of the Town; Value of Collateral

If the Installment Payments to be made by the Town are insufficient to pay the principal and interest with respect to the 2023 Bonds, the 2024 Bonds or any Additional Bonds, as the same become due or, if any other event of default occurs under the Contract, the Trustee may accelerate the 2024 Bonds and all unpaid principal amounts due by the Town under the Contract and foreclose on the Town’s interest in the Mortgaged Property under the Deed of Trust. See “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Contract - Remedies on Default” in Appendix C hereto.

SECTION 160A-20(f) OF THE GENERAL STATUTES OF NORTH CAROLINA PROVIDES THAT NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR ANY BREACH OF THE CONTRACT, THE INDENTURE OR THE DEED OF TRUST AND THAT THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THE CONTRACT, THE INDENTURE OR THE DEED OF TRUST. THE REMEDIES AFFORDED TO THE TRUSTEE AND THE OWNERS OF THE 2024 BONDS UPON A DEFAULT BY THE TOWN UNDER THE CONTRACT ARE LIMITED TO THOSE OF A SECURED PARTY UNDER THE LAWS OF THE STATE, INCLUDING SELLING THE SECURED PROPERTY UNDER THE DEED OF TRUST. THERE CAN BE NO ASSURANCE THAT THE MONEYS AVAILABLE IN THE FUNDS AND ACCOUNTS HELD BY THE TRUSTEE AND THE PROCEEDS OF ANY SUCH SALE WILL BE SUFFICIENT TO PROVIDE FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST WITH RESPECT TO THE 2024 BONDS.

The appropriation of moneys to make the Installment Payments is within the sole discretion of the Town. If the Town fails to appropriate such moneys, the only sources of payment for the 2024 Bonds will be the moneys, if any, available in the respective funds and accounts held by the Trustee under the Indenture and the proceeds of any foreclosure and sale of the Mortgaged Property.

The Mortgaged Property is subject to various utility and other easements as well as use restrictions. Any purchaser at a foreclosure on the Mortgaged Property would be subject to such easements and use restrictions. The amount of sale proceeds from a foreclosure on the Mortgaged Property may be affected by (a) these easements and use restrictions, (b) the costs and expenses in enforcing the lien on and security interest in the Mortgaged Property, (c) the condition of the Mortgaged Property and (d) the occurrence of any damage, destruction, loss or theft of the Mortgaged Property which

is not repaired or replaced and for which there are not received or appropriated moneys from insurance policies or any risk management program.

Environmental Risks

In connection with the acquisition of the site of Fire Station 3 constituting a portion of the Mortgaged Property, the Town obtained a Phase I environmental assessment of the property in 2022. The assessment report identified no recognized environmental conditions. Environmental contamination of the Mortgaged Property and undiscovered or future environmental contamination could have a material adverse effect on the value of the Mortgaged Property. Upon such an occurrence, the Town is required under the Deed of Trust to undertake whatever environmental remediation may be required by law.

In connection with the acquisition of the site of the real property on which the new Operations Center will be constructed, the Town obtained a Phase I environmental assessment of the property in 2020. The assessment report identified no recognized environmental conditions. The report, however, did identify an abandoned family cemetery near the southwestern border of the property. The cemetery area has been subdivided and will not be included as part of the Mortgaged Property.

Uninsured or Underinsured Casualty

If (a) any portion of the Mortgaged Property is destroyed or damaged by fire or other casualty, (b) title to or the temporary or permanent use of any portion of the Mortgaged Property or the estate of the Town or the Corporation or its assignee in any portion of the Mortgaged Property is taken under the power of eminent domain by any governmental authority; (c) a material defect in construction of any portion of the Mortgaged Property becomes apparent; or (d) title to or the use of any portion of the Mortgaged Property is lost by reason of a defect in title thereto, the Town may elect not to repair, restore, improve or replace the affected portion of the Mortgaged Property if (1)(a) the Net Proceeds are less than \$1,000,000, and (b) a Town Representative certifies to the Corporation that such Net Proceeds are not necessary to restore the affected portion of the Mortgaged Property to its intended use, or (2) the Town uses the Net Proceeds, together with any other available funds of the Town that may be necessary, to redeem or defease all of the Bonds outstanding under the Indenture in accordance with the terms of the Indenture. In such event, the Town shall direct the Trustee in writing to deposit such Net Proceeds in the Bond Fund to be applied toward the next payment of principal and interest with respect to the outstanding Bonds or in the Prepayment Fund or an escrow fund to effect the prepayment or defeasance of the Bonds outstanding, as the case may be. The Contract requires the Town to maintain certain insurance with respect to the Mortgaged Property, but such insurance may not cover all perils to which the Mortgaged Property is subject or provide sufficient Net Proceeds to fully repair or replace the Mortgaged Property.

Climate Change

The State is susceptible to the effects of extreme weather events and natural disasters, including floods, droughts, tornadoes and hurricanes, which could result in negative economic impacts on communities like the Town. These effects may be amplified by a prolonged global temperature increase over the next several decades (commonly referred to as “climate change”). No assurances can be given that a future extreme weather event driven by climate change will not adversely affect the operations of the Town or the condition of the Mortgaged Property.

Cybersecurity

The Town, like other public and private entities, faces multiple cybersecurity threats including, but not limited to hacking, phishing, viruses, malware and other attacks on its computing and other digital

networks and systems. These threats could result in adverse consequences to the Town, including but not limited to, operational disruption and misappropriation of assets or information. The Town has implemented multiple operational safeguards and cybersecurity procedures to strengthen its security platforms, including next generation firewalls and antivirus, security training and random testing, maintaining all application updates and patches, among other best practices. However, no assurance can be given that such measures will protect against, or mitigate the impact of, the financial or operational damages that could result from a cybersecurity attack.

Outstanding General Obligation Debt of the Town

The Town has general obligation bonds outstanding and may issue additional general obligation bonds and notes in the future. The Town has pledged and will pledge its faith and credit and taxing power to the payment of its general obligation bonds and notes issued or to be issued. See the caption “THE TOWN - DEBT INFORMATION” in Appendix A for a description of the Town’s outstanding and authorized but unissued general obligation bonds. FUNDS WHICH MAY OTHERWISE BE AVAILABLE TO PAY INSTALLMENT PAYMENTS OR ADDITIONAL PAYMENTS OR TO MAKE OTHER PAYMENTS TO BE MADE BY THE TOWN UNDER THE CONTRACT MAY BE SUBJECT TO SUCH FAITH AND CREDIT PLEDGE BY THE TOWN AND THEREFORE MAY BE REQUIRED TO BE APPLIED TO THE PAYMENT OF ITS GENERAL OBLIGATION INDEBTEDNESS.

Additional Bonds and Other Indebtedness

The Corporation may execute and deliver Additional Bonds under the Indenture that are secured by the Mortgaged Property. The Deed of Trust authorizes future obligations evidenced by Additional Bonds to be secured by the Deed of Trust, provided that the total amount of obligations secured by the Deed of Trust at any one time does not exceed \$200,000,000. The projects financed or refinanced with the proceeds of Additional Bonds may or may not become part of the Mortgaged Property. The issuance of Additional Bonds may dilute the relative value of the collateral with respect to the 2024 Bonds.

There is no limitation on the Town entering into additional contracts which provide for obligations the payment on which is subject to annual appropriation. See “THE TOWN – Debt Information – Other Long-Term Commitments” herein.

THE CORPORATION

The Corporation is organized under the North Carolina Nonprofit Corporation Act (N.C.G.S. Chapter 55A-1 et seq., as amended, the “Nonprofit Act”) and is authorized under the Nonprofit Act to carry out the purposes of promoting the general welfare of the citizens of the Town by assisting the Town in carrying out its municipal and governmental functions. Among the purposes which the Corporation is authorized to carry out is the financing, acquiring, constructing, leasing and selling of real estate, improvements, facilities and equipment for the use and benefit of the general public, such as the 2024 Project. The Corporation has no taxing power, no assets and no employees. Although the Corporation will issue the 2024 Bonds, the Corporation will not be liable to make any payments of principal, premium or interest with respect to the 2024 Bonds.

The current directors and officers of the Corporation are as follows:

Randy Harrington	Director/President
Tina Stroupe	Director/Vice President, Treasurer and Secretary
Daniel Weeks	Director/Vice President

The Corporation's officers and directors serve without compensation. The Corporation has and will have no employees and has no assets.

The Corporation's role in the financing described herein will be limited. The Corporation's officers, directors and counsel will have the opportunity to review this Official Statement and the principal financing documents and to assist in their preparation. Counsel to the Corporation will deliver certain legal opinions in connection with the financing. The Corporation and the Town expect, however, that the Corporation will have no continuing responsibilities or involvement with respect to the financing contemplated hereby.

THE PLAN OF FINANCE

The 2024 Project. The 2024 Project consists of the construction, equipping, and furnishing of the Operations Campus. The Operations Campus is expected to include an approximately 28,000 square foot building and cost approximately \$38.2 million. The Operations Campus will include a convenience center for residents to drop off yard waste when they have excessive amounts or want to dispose of waste ahead of their scheduled collection day. The campus includes office and meeting space for Public Works teams including administration, solid waste collection, street repairs, and concrete. Staff from Utilities & Infrastructure and other administrative departments also will be based on the campus. It is expected the Operations Campus will be completed in 2026.

The Refunding. A portion of the proceeds of the 2024 Bonds, together with other available funds of the Town, will be used to prepay all or a portion of the Town's Holly Springs Facility Company Limited Obligation Bonds, Series 2014, executed and delivered in the original principal amount of \$17,105,000, maturing on and after October 1, 2025 (the "Refunded Bonds"), the proceeds of which were used to finance the capital costs of (a) a new law enforcement center for the Town, (b) a portion of the Town's North Main Athletic Complex, and (c) certain transportation improvements. The Refunded Bonds will prepaid at a prepayment price equal to 100% of the principal amount of such Refunded Bonds, plus accrued interest to such prepayment date.

The prepayment of the Refunded Bonds is subject to favorable market conditions on the date of sale of the 2024 Bonds. If due to unfavorable market conditions the Town determines not to prepay the Refunded Bonds, such prepayment will not occur, and this Official Statement will be modified accordingly to reflect the same.

ESTIMATED SOURCES AND USES OF FUNDS

The Town estimates the sources and uses of funds in connection with the 2024 Project and the plan of finance to be as follows:

Sources:

Par Amount of the 2024 Bonds	\$
[Net] Original Issue Premium/Discount on the 2024 Bonds	
Town Contribution	
Total	\$

Uses:

2024 Project Costs	\$
Prepayment of the Refunded Bonds	
Costs of Issuance ¹	
Total	\$

¹ Includes underwriter's discount, legal fees, rating agency fees, financial advisor fees, fees and expenses of the Trustee and miscellaneous fees and expenses.

ANNUAL INSTALLMENT PAYMENT REQUIREMENTS

The following table sets forth for each fiscal year the amount of principal and interest required to be paid under the Contract with respect to the 2023 Bonds and 2024 Bonds:

Fiscal Year Ending June 30,	<u>2024 Bonds</u>			
	<u>2023 Bonds</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u> ¹
2025	\$ 671,013			
2026	1,387,638			
2027	1,350,888			
2028	1,314,138			
2029	1,277,388			
2030	1,240,638			
2031	1,203,888			
2032	1,167,138			
2033	1,130,388			
2034	1,093,638			
2035	1,056,888			
2036	1,020,138			
2037	983,388			
2038	941,763			
2039	900,388			
2040	864,138			
2041	831,059			
2042	801,153			
2043	765,900			
2044	<u>735,300</u>			
2045				
<u>Total</u> ¹	<u>\$20,736,870</u>			

¹ Totals may not foot due to rounding.

AVAILABLE SOURCES FOR PAYMENT OF INSTALLMENT PAYMENTS

General

The Town may make its Installment Payments under the Contract from any source of funds legally available to it in each Fiscal Year and appropriated therefor. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS” herein.

General Fund Revenues

The Town’s general fund revenues (excluding fund balance appropriations) for the fiscal year ended June 30, 2024 were \$_____. For the fiscal years ended June 30, 2024 and 2025, the Town imposed an ad valorem tax of \$0.4216 and \$0.3435, respectively, per \$100 assessed value. For the fiscal year ending June 30, 2025, the Town is expected to generate approximately \$43 million. The General Statutes of North Carolina permit cities to impose ad valorem taxes of up to \$1.50 per \$100 assessed value for certain purposes without the requirement of voter approval. See Appendix B hereto for a

detailed description of the sources and uses of the Town's general fund revenues for the fiscal year ended June 30, 2023.

CONTINUING DISCLOSURE

In the First Amendment, the Town will agree, in accordance with Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission (the "SEC"), to provide to the MSRB:

(a) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ended June 30, 2024, the audited financial statements of the Town for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the Town for such Fiscal Year to be replaced subsequently by audited financial statements of the Town to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ended June 30, 2024, the financial and statistical data as of a date not earlier than the end of such Fiscal Year for the type of information included in the tables under the captions "THE TOWN - Debt Information" (excluding any information under "Debt Outlook") and "- Tax Information" (including subheadings thereunder) in Appendix A to this Official Statement with respect to the 2024 Bonds (excluding , in each case, any information on overlapping or underlying units), to the extent such items are not included in the audited financial statements referred to in paragraph (a) above;

(c) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the 2024 Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of any credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2024 Bonds or other material events affecting the tax status of the 2024 Bonds;
- (7) modifications of the rights of the beneficial owners of the 2024 Bonds, if material;
- (8) call of any of the 2024 Bonds, if material, other than mandatory sinking fund prepayments, and tender offers;
- (9) defeasance of any of the 2024 Bonds;
- (10) release, substitution, or sale of any property securing repayment of the 2024 Bonds, if material;

- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Town;
- (13) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect security holders, if material; and
- (16) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in paragraphs (a) or (b) above on or before the date specified.

For purposes of this Section, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

The Town will agree in the First Amendment that its undertaking described above is intended to be for the benefit of the Owners and the beneficial owners of the 2024 Bonds and is enforceable by the Trustee at the written direction of an aggregate majority of the Owners of 2024 Bonds then Outstanding and upon receipt of indemnity satisfactory to the Trustee, or by any of them, including an action for specific performance of the Town’s obligations under this paragraph, but a failure to comply will not be an Event of Default under the Contract and will not result in acceleration of the principal component of Installment Payments. An action must be instituted, had and maintained in the manner provided in this paragraph for the benefit of all of the Owners and beneficial owners of the 2024 Bonds.

The Town may modify from time to time, consistent with Rule 15c2-12, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town, but:

- (a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Town;
- (b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of this Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interest of the Owners or the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the outstanding 2024 Bonds.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

All documents provided to the MSRB as described above are to be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The Town may discharge its undertaking described above by transmitting those documents or notices in a manner subsequently authorized or required by the SEC in lieu of the manner described above.

The provisions described in this section terminate on payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest with respect to the 2024 Bonds.

On May 14, 2021, Moody's Investors Service upgraded the rating on the Town's outstanding general obligation bonds and limited obligation bonds. The Town posted notice of the upgrades to the MSRB's Electronic Municipal Market Access (EMMA) website on June 1, 2021, eleven (11) business days after the rating upgrades were released to the public. Except to the extent described in the preceding sentences, the Town has complied in all material respects with its previous undertakings pursuant to the requirements of Rule 15c2-12.

THE LOCAL GOVERNMENT COMMISSION

The First Amendment has been approved by the LGC. The LGC is composed of nine members: the State Treasurer, the Secretary of State, the State Auditor, the Secretary of Revenue and five others (three appointed by the Governor, one appointed by the General Assembly upon recommendation of the President Pro Tempore of the Senate and one appointed by the General Assembly upon recommendation of the Speaker of the House of Representatives). The State Treasurer serves as Chairman and selects the LGC's Secretary, who heads the LGC's administrative staff.

A major function of the LGC is the approval, sale and delivery of all North Carolina local government general obligation and revenue bonds and notes and the approval of contracts entered into under Section 160A-20 of the North Carolina General Statutes. A second key function is monitoring certain fiscal and accounting standards prescribed for units of local government by The Local Government Budget and Fiscal Control Act. In addition, the LGC furnishes, upon request, on-site assistance to units of local government concerning existing financial and accounting systems as well as aid in establishing new systems. Further, educational programs and materials are provided for local officials concerning finance and cash management.

LEGAL MATTERS

Certain legal matters related to the authorization, execution, sale and delivery of the 2024 Bonds are subject to the approval of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, Bond Counsel, whose form of approving legal opinion is set forth in Appendix D hereto. Certain legal matters

will be passed upon for the Town by John Schifano, Esq., Holly Springs, North Carolina, Town Attorney; for the Corporation by Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, and for the Underwriter by Womble Bond Dickinson (US) LLP, Raleigh, North Carolina, counsel to the Underwriter.

TAX TREATMENT

General

On the date of execution and delivery of the 2024 Bonds, Parker Poe Adams & Bernstein LLP (“Bond Counsel”) will render an opinion that, under existing law assuming compliance by the Town with certain provisions of the Internal Revenue Code of 1986, as amended (the “Code”), (a) the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds is excludable from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal individual alternative minimum tax, however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

The Code imposes various restrictions, conditions and requirements relating to the exclusion of interest on obligations, such as the 2024 Bonds, from gross income for federal income tax purposes, including, but not limited to, the requirement that the Town rebate certain excess earnings on proceeds and amounts treated as proceeds of the 2024 Bonds to the United States Treasury, restrictions on the investment of such proceeds and other amounts, and restrictions on the ownership and use of the facilities financed or refinanced with proceeds of the 2024 Bonds. The foregoing is not intended to be an exhaustive listing of the post-issuance tax compliance requirements of the Code, but is illustrative of the requirements that must be satisfied by the Town subsequent to execution and delivery of the 2024 Bonds to maintain the excludability of the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds from gross income for federal income tax purposes. Bond Counsel’s opinion is given in reliance on certifications by representatives of the Town as to certain facts material to the opinion and the requirements of the Code.

The Town has covenanted to comply with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the 2024 Bonds in order that the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds be, or continue to be, excludable from gross income for federal income tax purposes. The opinion of Bond Counsel assumes compliance by the Town with such covenants, and Bond Counsel has not been retained to monitor compliance by the Town with such covenants subsequent to the date of execution and delivery of the 2024 Bonds. Failure to comply with certain of such requirements may cause the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds to be included in gross income for federal income tax purposes retroactive to the date of execution and delivery of the 2024 Bonds. No other opinion is expressed by Bond Counsel regarding the federal tax consequences of the ownership of or the receipt, accrual or amount of interest with respect to the 2024 Bonds.

If the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds subsequently becomes included in gross income for federal income tax purposes due to a failure by the Town to comply with any requirements described above, the Town is not required to prepay the 2024 Bonds or to pay any additional interest or penalty.

The Internal Revenue Service has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax

purposes. Bond Counsel cannot predict whether the Internal Revenue Service will commence an audit of the 2024 Bonds. Prospective purchasers and owners of the 2024 Bonds are advised that, if the Internal Revenue Service does audit the 2024 Bonds, under current Internal Revenue Service procedures, at least during the early stages of an audit, the Internal Revenue Service will treat the Town as the taxpayer, and the owners of the 2024 Bonds may have limited rights, if any, to participate in such audit. The commencement of an audit could adversely affect the market value and liquidity of the 2024 Bonds until the audit is concluded, regardless of the ultimate outcome.

Prospective purchasers of the 2024 Bonds should be aware that ownership of the 2024 Bonds and the accrual or receipt of the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property or casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain Subchapter S Corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the 2024 Bonds. Bond Counsel does not express any opinion as to any such collateral tax consequences. Prospective purchasers of the 2024 Bonds should consult their own tax advisors as to collateral tax consequences.

Proposed legislation is considered from time to time by the United States Congress that, if enacted, would affect the tax consequences of owning the 2024 Bonds. No assurance can be given that any future legislation, or clarifications or amendments to the Code, if enacted into law, will not contain provisions which could cause the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds to be subject directly or indirectly to federal, state, or local income taxation, adversely affect the market price or marketability of the 2024 Bonds or otherwise prevent the owners of the 2024 Bonds from realizing the full current benefit of the status of the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds.

Bond Counsel is further of the opinion that, under existing law, the portion of the Installment Payments designated and paid as interest with respect to the 2024 Bonds is exempt from State of North Carolina income taxation.

Bond Counsel’s opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel’s professional judgment based on its review of existing law, and in reliance on the representations and covenants that Bond Counsel deems relevant to such opinion. Bond Counsel’s opinion expresses the professional judgment of the attorneys rendering the opinion regarding the legal issues expressly addressed therein. By rendering its opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of the Town, nor does the rendering of such opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Original Issue Discount

As indicated on the inside cover page, the 2024 Bonds maturing on October 1, 20__ (the “OID Bonds”), are being sold at initial offering prices which are less than the principal amount payable at maturity. Under the Code, the difference between (a) the initial offering prices to the public (excluding

bond houses and brokers) at which a substantial amount of each maturity of the OID Bonds is sold and (b) the principal amount payable at maturity of such OID Bonds, constitutes original issue discount treated as interest which will be excluded from the gross income of the owners of such OID Bonds for federal income tax purposes.

In the case of an owner of an OID Bond, the amount of original issue discount on such OID Bond is treated as having accrued daily over the term of such OID Bond on the basis of a constant yield compounded at the end of each accrual period and is added to the owner's cost basis of such OID Bond in determining, for federal income tax purposes, the gain or loss upon the sale, prepayment or other disposition of such OID Bond (including its sale, prepayment or payment at maturity). Amounts received upon the sale, prepayment or other disposition of an OID Bond which are attributable to accrued original issue discount on such OID Bonds will be treated as interest exempt from gross income, rather than as a taxable gain, for federal income tax purposes, and will not be a specific item of tax preference for purposes of the federal individual alternative minimum tax. However, it should be noted that the original issue discount that accrues to an owner of an OID Bond may result in other collateral federal income tax consequences for certain taxpayers in the year of the accrual.

Original issue discount is treated as compounding semiannually (which yield is based on the initial public offering price of such OID Bond) at a rate determined by reference to the yield to maturity of each individual OID Bond. The amount treated as original issue discount on an OID Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such OID Bond (determined by compounding at the close of each accrual period) and (ii) the amount which would have been the tax basis of such OID Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of interest payable on such OID Bond during the particular accrual period. The tax basis is determined by adding to the initial public offering price on such OID Bond the sum of the amounts which have been treated as original issue discount for such purposes during all prior accrual periods. If an OID Bond is sold between semiannual compounding dates, original issue discount which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

The Code contains additional provisions relating to the accrual of original issue discount in the case of owners of the OID Bonds who subsequently purchase any OID Bonds after the initial offering or at a price different from the initial offering price during the initial offering of the 2024 Bonds. Owners of OID Bonds should consult their own tax advisors with respect to the precise determination for federal and state income tax purposes of the amount of original issue discount accrued upon the sale, prepayment or other disposition of an OID Bond as of any date and with respect to other federal, state and local tax consequences of owning and disposing of an OID Bond. It is possible that under the applicable provisions governing the determination of state or local taxes, accrued original issue discount on an OID Bond may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment attributable to such original issue discount until a later year.

Original Issue Premium

As indicated on the inside cover page, the 2024 Bonds maturing on October 1, 20__ (the "Premium Bonds"), are being sold at initial offering prices which are in excess of the principal amount payable at maturity. The difference between (a) the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of the Premium Bonds is sold and (b) the principal amount payable at maturity of such Premium Bonds constitutes original issue premium, which original issue premium is not deductible for federal income tax purposes. In the case of an owner of a Premium Bond, however, the amount of the original issue premium which is treated as having accrued over the term of such Premium Bond is reduced from the owner's cost basis of such Premium Bond in

determining, for federal income tax purposes, the taxable gain or loss upon the sale, prepayment or other disposition of such Premium Bond (whether upon its sale, prepayment or payment at maturity). Owners of Premium Bonds should consult their tax advisors with respect to the determination, for federal income tax purposes, of the “adjusted basis” of such Premium Bonds upon any sale or disposition and with respect to any state or local tax consequences of owning a Premium Bond.

LITIGATION

No litigation is now pending in any court seeking to restrain or enjoin the authorization, execution or delivery of the 2024 Bonds or contesting the authority of proceedings for the authorization, execution or delivery of the 2024 Bonds or the validity thereof, or the creation, organization, corporate existence or powers of the Corporation or the Town, or the title of any of the present officers thereof to their respective titles or the authority or proceedings for the execution and delivery of the Contract, the Indenture or the Deed of Trust by the Corporation or the Town.

RATINGS

Moody’s Investors Service and S&P Global Ratings have assigned to the 2024 Bonds the ratings set forth on the front cover hereof. Further explanation of the significance of such ratings may be obtained from such ratings agencies. The Town has provided to such rating agencies certain information that has not been included in this Official Statement. The ratings are not a recommendation to buy, sell or hold the 2024 Bonds and should be evaluated independently. There is no assurance that such ratings will not be withdrawn or revised downward by such rating agencies. Such action may have an adverse effect on the market price of the 2024 Bonds. Neither the Town nor the Underwriter has undertaken any responsibility after the issuance of the 2024 Bonds to assure maintenance of the ratings or to oppose any such revision or withdrawal. Any downward revision or withdrawal of such ratings may have an adverse effect on the market prices of the 2024 Bonds.

UNDERWRITING

The Underwriter has agreed under the terms of a Bond Purchase Agreement to purchase all of the 2024 Bonds, if any of the 2024 Bonds are to be purchased, at a purchase price equal to the aggregate principal amount of the 2024 Bonds, plus a [net] original issue [premium/discount] of \$_____ and less an underwriter’s discount of \$_____. The Underwriter’s obligation to purchase the 2024 Bonds is subject to certain terms and conditions set forth in such Bond Purchase Agreement.

The Underwriter may offer and sell the 2024 Bonds to certain dealers (including dealers depositing the 2024 Bonds into investment trusts) and others at prices lower than the initial public offering prices stated on the inside cover page hereof. The public offering prices may be changed from time to time by the Underwriter.

PNC Capital Markets LLC and PNC Bank, National Association are both wholly-owned subsidiaries of PNC Financial Services Group, Inc. PNC Capital Markets LLC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has banking and financial relationships with the Town. PNC Capital Markets LLC may offer to sell to its affiliate, PNC Investments, LLC (“PNCI”), securities in PNC Capital Markets LLC’s inventory for resale to PNCI’s customers.

FINANCIAL ADVISOR

DEC Associates Inc. has served as financial advisor (the “Financial Advisor”) to the Town with respect to the sale of the 2024 Bonds.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement and its distribution and use by the Underwriter have been duly authorized and approved by the Corporation and the Town.

This Official Statement and its distribution and use by the Underwriter has been duly authorized and approved by the Corporation and the Town.

APPENDIX A
THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

APPENDIX B

**FINANCIAL INFORMATION CONCERNING
THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA**

Management Discussion and Analysis

The following is Management's Discussion and Analysis of the financial activities of the Town, lifted from the Annual Comprehensive Financial Report for the Town for the fiscal year ended June 30, 2023. Management's Discussion and Analysis provides an objective and easily readable short and long-term analysis of the Town's financial activities based on currently known facts, decisions or conditions. Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. The independent auditors of the Town have applied certain limited procedures, which consist primarily of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, they did not audit this information and did not express an opinion on it.

Financial Information

The financial statements of the Town have been audited by certified public accountants for the fiscal year ended June 30, 2023. Copies of these financial statements containing the unqualified report of the independent certified public accountant are available in the office of the Finance Director, Town of Holly Springs, 128 S. Main Street, Holly Springs, North Carolina 27540, (919) 557-3925.

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town for its Annual Comprehensive Financial Report for the past 19 years through the fiscal year ended June 30, 2023. To receive this award, the highest form of recognition in governmental financial reporting, a governmental unit must publish a financial report which complies with both generally accepted accounting principles and applicable legal requirements.

The following financial statements are the Basic Financial Statements of the Town and the notes thereto, lifted from the Annual Comprehensive Financial Report of the Town for the fiscal year ended June 30, 2023.

APPENDIX C
SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

APPENDIX E
DTC'S BOOK-ENTRY ONLY SYSTEM

DTC'S BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC") will act as securities depository for the 2024 Bonds. The 2024 Bonds will be delivered as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate in the aggregate principal amount of each maturity of the 2024 Bonds will be deposited with DTC. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2024 BONDS, AS DTC'S PARTNERSHIP NOMINEE, REFERENCE HEREIN TO THE OWNERS OR REGISTERED OWNERS OF THE 2024 BONDS OF SUCH SERIES SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2024 BONDS.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers; banks trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for 2024 Bonds of such series on DTC's records. The ownership interest of each actual purchaser of the 2024 Bonds (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners of such 2024 Bonds. Beneficial Owners will not receive certificates representing their ownership interests in 2024 Bonds, except in the event that use of the book-entry system for such 2024 Bonds is discontinued.

To facilitate subsequent transfers, all 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such name as may be requested by an authorized representative of DTC. The deposit of 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2024 Bonds are credited, which may or may not be the

Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2024 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to such 2024 Bonds, such as prepayments, defaults and proposed amendments to the security documents. For example, Beneficial Owners of the 2024 Bonds may wish to ascertain that the nominee holding such 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the 2024 Bonds within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the 2024 Bonds to be prepaid.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting and voting rights to those Direct Participants to whose accounts such 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments with respect to the 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participants and not of DTC (nor its nominee), the Trustee, the Corporation or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Trustee's responsibility, disbursement of such payments to Direct Participants is DTC's responsibility, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants. The Town and the Corporation cannot and do not give assurance that Direct and Indirect Participants will promptly transfer payments to Beneficial Owners.

DTC may discontinue providing its services as depository with respect to the 2024 Bonds at any time by giving reasonable notice to the Town, the Corporation and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates representing interests in 2024 Bonds are required to be printed and delivered. The Town may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, physical certificates will be printed and delivered to DTC.

The Town, the Corporation and the Trustee have no responsibility or obligation to DTC, the Direct Participants, the Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Participant, or the maintenance of any records; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the 2024 Bonds, or the

sending of any transaction statements; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the Indenture to be given to Owners; (4) the selection of the Beneficial Owners to receive payments upon any partial prepayment of the 2024 Bonds; or (5) any consent given or other action taken by DTC or its nominee as the registered owner of the 2024 Bonds, including any action taken pursuant to an omnibus proxy.

The information in this Appendix concerning DTC and DTC's book-entry system has been obtained from DTC and the Town and the Corporation take no responsibility for the accuracy thereof.

BOND PURCHASE AGREEMENT

Among

HOLLY SPRINGS PUBLIC FACILITIES CORPORATION,

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

and

PNC CAPITAL MARKETS LLC,
as the Underwriter

TABLE OF CONTENTS

	<u>Page</u>
1. Purchase and Sale of the Bonds	
2. Public Offering.....	
3. Representations of the Underwriter	
4. Establishment of Issue Price for the Bonds	
5. Representations of the Warranties of the Town.....	
6. Representations and Warranties of the Corporation	
7. Payment and Delivery.....	
8. Conditions of Closing	
9. Payment of Expenses	
10. Parties in Interest.....	
11. Delivery of Official Statement; Underwriting Period.....	
12. Indemnification	
13. Counterparts	
14. Notices	
15. Governing Law	
16. Severability	
17. No Advisory or Fiduciary Role.....	
18. E-Verify	
EXHIBIT A - Supplemental Opinion of Bond Counsel.....	A-1
EXHIBIT B - Opinion of Town Attorney.....	B-1
EXHIBIT C - Opinion of Counsel to the Corporation.....	C-1
EXHIBIT D - Opinion of Underwriter's Counsel	D-1
EXHIBIT E - Opinion of Underwriter's Counsel	E-1
EXHIBIT F – Form of Issue Price Certificate	F-1
SCHEDULE I – Details of the Bonds	Schedule I-1

BOND PURCHASE AGREEMENT

concerning

not to exceed \$53,000,000
Limited Obligation Bonds
(Town of Holly Springs, North Carolina)
Series 2024

August __, 2024

Holly Springs Public Facilities Corporation
Holly Springs, North Carolina

Town of Holly Springs, North Carolina
Holly Springs, North Carolina

Ladies and Gentlemen:

The underwriter named below (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement with Holly Springs Public Facilities Corporation (the “Corporation”), which, upon acceptance of this offer by the Corporation, and the approval of this offer and of the Corporation’s acceptance thereof by the Town of Holly Springs, North Carolina (the “Town”), will be binding upon the Corporation, the Town and the Underwriter. This offer is made subject to acceptance by the Corporation and approval by the Town on or before 5:00 p.m., Holly Springs, North Carolina time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Corporation and the Town at any time prior to such acceptance.

1. Purchase and Sale of the Bonds. Upon the terms and conditions hereof and upon the basis of the representations set forth herein, the Underwriter hereby agrees to purchase from the Corporation, and the Corporation hereby agrees to sell to the Underwriter, \$_____ aggregate principal amount of the Corporation’s Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 evidencing proportionate undivided interests in rights to receive certain revenues pursuant to an Installment Financing Contract, dated as of September 1, 2023 (the “Original Contract”), between the Town and the Corporation (the “Bonds”), as amended by the First Amendment (as hereinafter defined and, together with the Original Contract, the “Contract”). The purchase price for the Bonds shall be \$_____ (representing the aggregate par amount of the Bonds, **[plus]** **[less]** **[a net]** **[an]** original issuance **[premium]** **[discount]** of \$_____ and less an underwriter’s discount of \$_____). The delivery and payment for the Bonds and other actions contemplated hereby shall take place at the time thereof being herein sometimes called the “Closing.”

The Bonds shall be dated as of the date of delivery thereof, shall mature, subject to prior prepayment, on October 1, in such years and amounts and shall bear interest from their date, at such rate and shall have such other terms as set forth in the Indenture and the Official Statement (both as hereinafter defined). The Bonds shall be issued and secured under the provisions of an Indenture of Trust, dated as of September 1, 2023 (the “Original Indenture”), between the

Corporation and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as amended by a Supplemental Indenture, Number 1, to be dated as of August 1, 2024 (the “First Supplement and, together with the Original Indenture, the “Indenture”). Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Contract and the Indenture.

The Bonds are being issued by the Corporation for the purpose of providing funds to the Town, together with any other available funds, to (a) finance the construction, equipping, and furnishing of the Town’s new Operations Campus (the “Project”), (b) refinance the Refunded Bonds (as defined in the Official Statement), (c) pay the costs, fees and expenses (1) of executing and delivering an Amendment Number One to the Installment Financing Contract, to be dated as of August 1, 2024, between the Town and the Corporation (the “First Amendment”), and, pursuant to a First Notice of Extension of Deed of Trust to Additional Property, to be dated as of August 1, 2024 (the “First Extension”), extending the lien created by the Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2023 (the “Original Deed of Trust” and, together with the First Extension, the “Deed of Trust”) on the site of the Town’s Fire Station 3 to also include the site of the Operations Campus, and (2) incurred in connection with the sale and issuance of the Bonds.

Pursuant to the Contract, the Town is obligated to make installment payments in amounts sufficient to pay when due the principal and interest with respect to the Bonds. As security for performance of the Town’s obligations under the Contract, the Town has executed and delivered the Original Deed of Trust and will execute and deliver the First Extension, granting a lien of record on the Mortgaged Property, subject only to certain permitted encumbrances acceptable to the Underwriter. The Corporation’s rights under the Contract (except certain reserved rights), including its right to receive installment payments thereunder, and the Corporation’s rights in the Mortgaged Property and the Deed of Trust are assigned to the Trustee pursuant to the Indenture.

You shall deliver or cause to be delivered to us prior to your acceptance hereof a copy of the Official Statement, dated the date hereof, relating to the Bonds, substantially in the form of the Preliminary Official Statement, dated August 7, 2024 (the “Preliminary Official Statement”), with only such changes therein as shall have been approved by us (such Preliminary Official Statement, with such changes and including the cover page and the appendices, being herein called the “Official Statement,” except that, if the Official Statement has been amended between the date thereof and the date of Closing referred to in Section 6 hereof, the term “Official Statement” shall refer to the Official Statement as so amended).

2. Public Offering. The Underwriter agrees to make a bona fide public offering of the Bonds at the initial offering prices set forth on the inside cover page of the Official Statement and in Schedule I hereto. The Underwriter, however, reserves the right to change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth on the inside cover page of the Official Statement. The Underwriter shall inform the Town and the Corporation of any such changes in offering price and the amount of any such changes.

The Underwriter represents and warrants that it will offer the Bonds only pursuant to the Official Statement and only in states where the offer and sale of the Bonds are legal, either as exempt or covered securities, as exempt transactions or as a result of due registration of the Bonds for sale in any such state.

The Underwriter acknowledges that neither the Town nor the Corporation has authorized or consented to:

(a) the sale of Bonds to any purchaser in connection with the initial public offering of the Bonds unless a copy of the Official Statement is delivered to such purchaser not later than the settlement of such transaction;

(b) making any representations or providing any information to prospective purchasers of the Bonds in connection with the public offering and sale of Bonds other than the information set forth in the Official Statement and any amendment thereto approved in writing by the Town and the Corporation; and

(c) any actions in connection with the public offering and sale of the Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board and the Financial Industry Regulatory Authority, Inc.

3. Representations of the Underwriter. The Underwriter hereby represents that it is duly authorized to execute this Bond Purchase Agreement and act under the provisions hereof as set forth herein. The payment for, acceptance of and execution and delivery of any receipt for the Bonds and any other instruments in connection with the Closing shall be valid and sufficient for all purposes and binding upon the Underwriter, provided that any such action by the Underwriter shall not impose any obligation or liability upon the Underwriter other than as may arise as expressly set forth in this Bond Purchase Agreement.

4. Establishment of Issue Price for the Bonds. (a) The Underwriter agrees to assist the Town in establishing the issue price of the Bonds and shall execute and deliver to the Town at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit F, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Town and Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) **[Except as otherwise set forth subsection (c) of this Section and Schedule I attached hereto,]** the Town will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Town the price or prices at which it has sold to the public each maturity of Bonds. **[If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Town the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has**

occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Town or bond counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Town and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Town to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or**
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.**

The Underwriter will advise the Town promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Town acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Town further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

5. Representations and Warranties of the Town. The Town, by its acceptance hereof, represents and warrants to the Underwriter as follows:

(a) The Town is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina, and is authorized and empowered to finance the acquisition, construction and equipping of the Project and the refinancing of the Refunded Bonds by entering into the Contract and the Deed of Trust and by causing the Bonds to be issued.

(b) The Town (i) has full legal right, power and authority to execute and deliver this Bond Purchase Agreement, the Contract and the Deed of Trust as provided herein and to carry out and consummate all the transactions described in the Official Statement or contemplated by each of the aforesaid documents and (ii) has complied with all provisions of applicable law in all material matters relating to such transactions.

(c) The Town has heretofore duly authorized, executed and delivered the Original Contract and the Original Deed of Trust. The Town has duly authorized (i) the execution and delivery of this Bond Purchase Agreement, the First Amendment and the First Extension, (ii) the distribution of the Preliminary Official Statement and the delivery and distribution of the Official Statement and (iii) such action as may be required on the part of the Town to consummate the transactions contemplated by such documents.

(d) The Original Contract and the Original Deed of Trust constitute, and when duly executed and delivered by the respective parties thereto, this Bond Purchase Agreement, the First Amendment and the First Extension will constitute legal, valid and binding obligations of the Town enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(e) The execution, delivery and performance of the obligations of the Town under this Bond Purchase Agreement, the Contract or the Deed of Trust do not and will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Town pursuant to the terms of, or constitute a default under, any agreement, trust agreement or instrument to which the Town is a party or by which the Town or its property is bound, or result in a violation of any applicable constitutional provision, law or administrative regulation or any order, rule or regulation of any court or governmental agency having jurisdiction over the Town or its property.

(f) Except for any action that may be required by applicable federal or state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency not already obtained or made is required for the execution, delivery and performance of this Bond Purchase Agreement or the consummation of the transactions contemplated hereunder, and any such consent, authorization or order so obtained is in full force and effect.

(g) The Town is not in violation of any applicable constitutional provision, law or administrative rule or regulation of the State of North Carolina or of the United States of America or in default under any agreement, resolution, trust agreement or instrument to which the Town is a party or by which the Town or its property is bound, the effect of which violation or default would be material to the Town, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation or default hereunder or thereunder.

(h) As of the date of the Official Statement and as of the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Town makes no representation or warranty as to information with respect to the offering of the Bonds set forth on the inside cover page of, or under the heading "UNDERWRITING" in, the Official Statement or under the headings "THE LOCAL GOVERNMENT COMMISSION" and "LITIGATION" (with respect to the Corporation) in, or Appendices D and E to, the Official Statement.

(i) The financial statements of the Town contained in the Preliminary Official Statement and the Official Statement present fairly the financial position of the Town as of the dates specified therein, and the results of its operations and changes in its financial position for the periods specified therein, in conformity with generally accepted accounting principles applied on a consistent basis. Subsequent to the respective dates of the most recent financial statements included in the Preliminary Official Statement and the Official Statement, there has been no

material adverse change in the financial position or results of operations of the Town except as set forth or contemplated in the Preliminary Official Statement and the Official Statement.

(j) Between the date of this Bond Purchase Agreement and the date of Closing, the Town will not issue any bonds, notes or other obligations for borrowed money which will materially and adversely affect the transactions contemplated by the Official Statement, and subsequent to the respective dates as of which information is given by the Official Statement and up to and including the date of Closing, the Town will not incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Town except as described in the Official Statement.

(k) The Town will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the securities laws or regulations of such states and other jurisdictions as the Underwriter may designate; provided, however, that in no event shall the Town be obligated to take any action which would subject it to general service of process in any state where it is not now so subject, or qualify it to do business in any such state, it being understood that the Town is not responsible for compliance with or the consequences of failure to comply with applicable state securities laws and regulations.

(l) If between the date of this Bond Purchase Agreement and the date of Closing, any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Town shall notify the Corporation and the Underwriter thereof, and if, in the opinion of the Town, the Corporation and the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Town will, at its expense, supplement or amend the Official Statement in a form and in a manner approved by the Town, the Corporation and the Underwriter.

(m) Any certificate signed by an authorized officer of the Town and delivered to the Underwriter, the Corporation or the Trustee shall be deemed a representation and warranty of the Town to the Underwriter as to the statements made therein.

(n) To the best knowledge of the Town, there is no litigation or any other proceeding before or by any court, public board, agency or body, pending or threatened against or affecting the Town or any of the members of the Town Council in their respective capacities as such (nor is there any basis therefor), wherein an unfavorable decision, ruling or finding would in any way materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the Official Statement, (ii) the organization, existence or powers of the Town or the title to the office of any of the members of said Town Council, (iii) the properties or assets or the condition, financial or otherwise, of the Town, (iv) the validity or enforceability of this Bond Purchase Agreement, the Contract or the Deed of Trust, (or any other agreement or instrument of which the Town is a party or used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption from federal or State of North Carolina income taxation of interest with respect to the Bonds as described in the Official Statement.

(o) The Preliminary Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (“Rule 15c-12”), except for the omission of certain pricing and other information authorized to be omitted by Rule 15c2-12.

(p) The Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12.

(q) Pursuant to the Contract, the Town will undertake to provide certain annual financial information and operating data and notice of the occurrence of certain material events as specified in the Contract and the Official Statement (the “Undertaking”).

(r) Except as disclosed in the Preliminary Official Statement and the Official Statement, the Town has complied in all material respects with all of its previous continuing disclosure undertakings under Rule 15c2-12 for the past five years.

6. Representations and Warranties of the Corporation. The Corporation, by its acceptance hereof, represents and warrants to the Underwriter that:

(a) The Corporation is a nonprofit corporation duly organized and validly existing under the laws of the State of North Carolina and is authorized and empowered to assist the Town in the financing of the acquisition, construction and equipping of the Project and the refinancing of the Refunded Bonds by entering into the Contract and the Indenture and issuing the Bonds.

(b) The Corporation has the full legal right, power and authority to enter into and to perform its obligations under this Bond Purchase Agreement, the Contract and the Indenture.

(c) The Corporation has heretofore duly authorized, executed and delivered the Original Contract and the Original Indenture. The Corporation has duly authorized (i) the execution and delivery of this Bond Purchase Agreement, the First Amendment and the First Supplement, (ii) the distribution of the Preliminary Official Statement and the delivery and distribution of the Official Statement and (iii) such action as may be required on the part of the Corporation to consummate the transactions contemplated by such agreements.

(d) The Original Contract and Original Indenture constitute, and when duly executed and delivered by the respective parties thereto, this Bond Purchase Agreement, the First Amendment and the First Supplement will constitute legally binding obligations of the Corporation enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized and issued by the Corporation and will represent the proportionate undivided interests in rights to receive certain Revenues and will be entitled to the benefit and security of the Indenture.

(f) The Bonds will be in substantially the form provided in the Indenture, and the Bonds and the Indenture will conform to the descriptions thereof contained in the Official Statement.

(g) The Corporation is not in violation of any applicable constitutional provision, law or administrative rule or regulation of the State of North Carolina or in default under any agreement, resolution, indenture or instrument to which the Corporation is a party or by which the Corporation or its property is bound the effect of which violation or default would be material to the Corporation, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation or default hereunder or thereunder.

(h) The execution, delivery and performance of the obligations of the Corporation under this Bond Purchase Agreement, the Contract or the Indenture do not and will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Corporation pursuant to the terms of, or constitute a default under, any other agreement, indenture or instrument to which the Corporation is a party or by which the Corporation or its property is bound, or result in a violation of any applicable constitutional provision, law or administrative regulation or any order, rule or regulation of the State of North Carolina.

(i) Except for any action required by applicable federal or state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency, not already obtained or made, is required for the execution, delivery and performance by the Corporation of this Bond Purchase Agreement or the consummation of the transactions contemplated hereunder, and any such consent, authorization or order so obtained is in full force and effect.

(j) As of the date of the Official Statement and as of the date of Closing, the information in the Official Statement relating to the Corporation does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Between the date of this Bond Purchase Agreement and the date of Closing, the Corporation will not issue any bonds, notes or other obligations for borrowed money which will materially and adversely affect the transactions contemplated by the Official Statement, and subsequent to the respective dates as of which information is given by the Official Statement and up to and including the date of Closing, the Corporation will not incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Corporation except as described in the Official Statement.

(l) The Corporation will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the securities laws or regulations of such states and other jurisdictions as the Underwriter may designate; provided, however, that in no event shall the Corporation be obligated to take any action which would subject it to general service of process in any state where it is not now so subject, or qualify it to do business in any such state, it being understood that the Corporation is not responsible for compliance with or the consequences of failure to comply with applicable state securities laws and regulations.

(m) If between the date of this Bond Purchase Agreement and the date of Closing, any event shall occur which might or would cause the information in the Official Statement relating to the Corporation to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation shall notify the Town and the Underwriter, thereof, and if in the opinion of the Corporation, the Town and the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Corporation shall, at the Town's expense, supplement or amend the Official Statement in a form and in a manner approved by the Town, the Corporation and the Underwriter.

(n) Any certificate signed by an authorized officer of the Corporation and delivered to the Underwriter, the Town or the Trustee shall be deemed a representation and warranty of the Corporation to the Underwriter as to the statements made therein.

(o) To the best knowledge of the Corporation, there is no litigation or any other proceeding before or by any court, public board, agency or body, pending or threatened against or affecting the Corporation or any of the members of the Board of Directors of the Corporation in their respective capacities as such (nor is there any basis therefor) wherein an unfavorable decision, ruling or finding would in any way materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the Official Statement, (ii) the organization, existence or powers of the Corporation or the title to the office of any of the members of said Board, (iii) the validity or enforceability of this Bond Purchase Agreement, the Contract, the Indenture or the Bonds (or any other agreement or instrument to which the Corporation is a party or used or contemplated for use in the consummation of the transactions contemplated hereby) or (iv) the exemption from federal or State of North Carolina income taxation of interest as described in the Official Statement.

(p) The Preliminary Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12, except for the omission of certain pricing and other information authorized to be omitted by Rule 15c2-12.

(q) The Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12.

7. Payment and Delivery. At 10:00 a.m., Charlotte, North Carolina time, on August 28, 2024, or at such other time or on such earlier or later date as mutually agreed upon, the Corporation and the Town will cause the Trustee to deliver to The Depository Trust Company ("DTC"), or at such other place specified by the Underwriter to the Town and the Corporation, the Bonds as described below duly executed and authenticated. It is anticipated that CUSIP identification numbers will be placed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Bond Purchase Agreement. Upon such delivery of the Bonds, the Underwriter will pay the full purchase price thereof in immediately available funds to the Trustee.

One fully registered bond in the aggregate principal amount of each maturity of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC, as securities depository, and the beneficial interests in the Bonds so registered will be credited to such accounts with DTC as the Underwriter shall designate. The Bonds so registered to and held by DTC or its nominee or agent, and the beneficial interests therein, shall be transferable only in accordance with the book-entry system.

The Closing on the Bonds will be held at the offices of Parker Poe Adams & Bernstein LLP in Raleigh, North Carolina, or at such other place as we may mutually agree upon, except that physical delivery of the Bonds shall be made as provided in the preceding paragraph.

8. Conditions of Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the Town and the Corporation contained herein and to be contained in the documents and instruments to be delivered at Closing and upon the performance by the Town and the Corporation of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligation under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Town and the Corporation of their respective obligations to be performed hereunder and under such documents and instruments at or prior to Closing, and shall also be subject to the following conditions:

(a) At the time of Closing (i) the representations and warranties of the Town and the Corporation, respectively, contained herein shall be true, complete and correct with the same effect as if made on the date of Closing, (ii) the Contract, the Deed of Trust, the Indenture and this Bond Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (iii) the Town shall have entered into the Undertaking as described in the Official Statement and (iv) the Town and the Corporation shall have duly adopted and there shall be in full force and effect such resolutions as in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, and such resolutions shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(b) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Town and the Corporation of their election to do so if, after the execution hereof and prior to Closing:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or the North Carolina General Assembly, or legislation pending in the Congress of the United States or the North Carolina General Assembly shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State of North Carolina, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America, the Internal Revenue Service, the North Carolina Department of Revenue or other federal or North Carolina authority, with respect to interest on obligations of the general character of the Bonds, which may have the purpose or effect,

directly or indirectly, of affecting the tax status of the Town or the Corporation, their property or income, their securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by relevant North Carolina statutes or, in the opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds;

(ii) there occurs any new outbreak of hostilities not existing on the date hereof, or any change in the nature or extent of such presently existing hostilities or any national or international calamity or crisis, including a financial crisis, or any escalation of activities, the effect of which on the financial markets of the United States of America is such as, in the judgment of the Underwriter, would materially and adversely affect the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; or

(iii) there shall have occurred and be in force a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by United States of America, the State of North Carolina or the State of New York authorities; or

(iv) there shall have occurred any material adverse change in the affairs of the Town or the Corporation; or

(v) there shall be established any new restrictions on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or the charge to the net capital requirements of underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or state agency or the Congress of the United States of America or by Executive Order; or

(vi) a decision of any federal or state court or a ruling or regulation (final, temporary or proposed) of the Securities and Exchange Commission or other governmental agency shall have been made or issued that would make the Bonds or any securities of the Town or the Corporation or any similar body of the type contemplated herein subject to the registration requirements of the Securities Act of 1933, as amended, or require the qualification of the Indenture or any similar indentures of the Town or the Corporation under the Trust Indenture Act of 1939, as amended; or

(vii) the withdrawal or downgrading of any rating of the Town's outstanding general obligation or installment financing indebtedness by any national rating agency; or

(viii) an event occurs which, in the opinion of the Underwriter, requires the preparation and distribution of a supplement or amendment to the Official Statement.

(c) On or prior to the date of Closing, the Underwriter shall have received the following documents in form and substance reasonably satisfactory to the Underwriter and Womble Bond Dickinson (US) LLP, Raleigh, North Carolina ("Underwriter's Counsel"):

(1) Opinion of Bond Counsel, dated as of the date of Closing, in substantially the form attached to the Official Statement as Appendix D;

(2) Supplemental opinion of Bond Counsel, dated as of the date of Closing, in substantially the form attached hereto as Exhibit A;

(3) Opinion of John Schifano, Esq., Town Attorney, dated as of the date of Closing, in substantially the form attached hereto as Exhibit B;

(4) Opinion of Parker Poe Adams & Bernstein LLP, counsel to the Corporation, dated as of the date of Closing, in substantially the form attached hereto as Exhibit C;

(5) Opinions of Underwriter's Counsel, dated as of the date of Closing, in substantially the forms attached hereto as Exhibit D and Exhibit E;

(6) Copy of the Official Statement;

(7) Certificate, dated as of the date of Closing, signed by a Town official satisfactory to the Underwriter, to the effect that:

(A) to the best of his or her knowledge, each of the representations and warranties of the Town set forth herein is true, accurate and complete in all respects as of the date of Closing and each of the agreements to be complied with and obligations to be performed by the Town hereunder on or prior to the date of Closing have been complied with and performed;

(B) to the best of his or her knowledge, there is no litigation or any other proceeding before or by any court, public board or body pending or threatened against or affecting the Town or any members of the Town Council, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially and adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the Official Statement, (ii) the organization, existence, or powers of the Town or the title to the office of any of the members of said Town Council, (iii) the properties or assets or the condition, financial or otherwise, of the Town, (iv) the validity or enforceability of this Bond Purchase Agreement, the Contract or the Deed of Trust (or any other agreement or instrument of which the Town is a party, used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption from federal or State of North Carolina income taxation as described in the Official Statement;

(C) to the best of his or her knowledge, the Official Statement did not as of its date and does not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact required to be stated therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that the Town makes no representation or warranty with respect to the offering of the Bonds set forth on the inside cover page of or under the heading "UNDERWRITING" in, the Official Statement or under the headings

“THE LOCAL GOVERNMENT COMMISSION” and “LITIGATION” (with respect to the Corporation) in, or Appendices D and E to, the Official Statement; and

(D) to the best of his or her knowledge, there is no litigation or any other proceeding pending or threatened restraining or enjoining the sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Town taken with respect to the sale, execution or delivery thereof;

(8) Certificate, dated as of the date of Closing, signed by a Corporation official satisfactory to the Underwriter, to the effect that:

(A) to the best of his or her knowledge, each of the representations and warranties of the Corporation set forth herein is true, accurate and complete in all respects as of the date of Closing and each of the agreements to be complied with and obligations to be performed by the Corporation hereunder on or prior to the date of Closing have been complied with and performed;

(B) to the best of his or her knowledge, there is no litigation or any other proceeding before or by any court, public board or body pending or threatened against or affecting the Corporation or any members of the Board of Directors of the Corporation, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially and adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the Official Statement, (ii) the organization, existence, or powers of the Corporation or the title to the offices of any of the members of said Board, (iii) the validity or enforceability of this Bond Purchase Agreement, the Contract, the Indenture or the Bonds (or any other agreement or instrument to which the Corporation is a party, used or contemplated for use in the consummation of the transactions contemplated hereby) or (iv) the exemption from federal or State of North Carolina income taxation of interest as described in the Official Statement;

(C) to the best of his or her knowledge, the information in the Official Statement relating to the Corporation did not as of its date and does not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact required to be stated therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(D) to the best of his or her knowledge, there is no litigation or any other proceeding pending or threatened restraining or enjoining the sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Corporation taken with respect to the sale, execution or delivery thereof;

(9) Certified copies of the Original Contract, Original Indenture and Original Deed of Trust and executed copies of the First Amendment, First Supplement and First Extension;

(10) Specimen Bond;

(11) Copies, certified by appropriate officials satisfactory to the Underwriter, of all proceedings of the governing bodies of the Town and the Corporation relating to approvals or authorizations for the Bonds, the execution and delivery of this Bond Purchase Agreement, the First Amendment, the First Supplement and the First Extension and the Official Statement and authorizing the use of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering and sale of the Bonds;

(12) Evidence of the receipt of an “___” rating assigned to the Bonds by Moody’s Investors Service, Inc. and an “___” rating assigned to the Bonds by S&P Global Ratings and that such ratings are in effect on the date of Closing;

(13) Letter from Bond Counsel, dated as of the date of Closing and addressed to the Underwriter, stating that the Underwriter is entitled to rely on their approving legal opinion as if such opinion were addressed to the Underwriter;

(14) Policy of mortgagee title insurance satisfactory to the Underwriter insuring that the Deed of Trust constitutes a first lien of record against the Mortgaged Property, subject only to permitted encumbrances acceptable to the Underwriter;

(15) Evidence that the Deed of Trust has been recorded in the office of the Wake County Register of Deeds;

(17) evidence that the Refunded Bonds have been refinanced; and

(18) such additional certificates (including appropriate no-litigation certificates), instruments, opinions or other documents as the Underwriter or Underwriter’s Counsel may reasonably request.

All representations and warranties of the Town and the Corporation set forth in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriter or any person controlling the Underwriter and (ii) acceptance of and payment for the Bonds.

9. Payment of Expenses. The Town acknowledges that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriter only for its professional services and direct expenses (for such items as travel and postage).

The Underwriter shall pay its out-of-pocket expenses in connection with a public offering of the Bonds, fees of the CUSIP Bureau, the fees and expenses of Underwriter’s Counsel (including the cost of performing any blue sky surveys), and any fees of the Securities Industry

and Financial Markets Association. The Town shall reimburse the Underwriter for all such expenses.

The Town shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Bonds, including, without limitation, the LGC's fees and expenses (before closing), the fees and expenses of Bond Counsel, Corporation Counsel and of the Town Attorney, rating agency fees and expenses, any registration or similar fees for qualifying the Bonds for sale in various jurisdictions chosen by the Underwriter and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds and the Preliminary Official Statement and the Official Statement and all other agreements and documents contemplated by this Agreement. In order to ensure compliance with applicable state and/or local ethics statutes that may apply to representatives of the Town as well as federal securities regulations that may apply to the Underwriter, the Town shall be solely responsible for and shall pay for any expenses incurred by the Underwriter on behalf of the Town's employees and representatives in connection with the marketing, issuance and delivery of the Bonds, including, but not limited to, meals, transportation and lodging of those employees and representatives. Such payment may be in the form of inclusion of such expenses in the expense component of the Underwriters' discount.

10. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Underwriter and persons controlling the Underwriter, the Town and the Corporation, and their respective successors and assigns, and no other person, partnership, or corporation shall acquire or have any right under or by virtue of this Bond Purchase Agreement. The terms "successors" and "assigns" shall not include any purchaser of Bonds from the Underwriter merely because of such purchase. The representations, warranties and agreements contained in this Bond Purchase Agreement shall survive the delivery of, and payment for, the Bonds and any termination hereof.

11. Delivery of Official Statement; Underwriting Period. (a) Within seven business days after the execution of this Bond Purchase Agreement and in any event within one business day prior to the Closing, the Corporation and the Town shall deliver to the Underwriter copies of the Official Statement (with only such changes therein as shall have been approved by the Underwriter), in such quantities as the Underwriter may reasonably request in order for the Underwriter to comply with the rules of the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"), authorized and approved by authorized officers of the Corporation and the Town. The Official Statement, including any amendments thereto, shall be prepared in word-searchable PDF format as described in MSRB Rule G-32 and the electronic copy of the word-searchable PDF format of the Official Statement shall be provided to the Underwriter no later than one business day prior to the Closing in order to enable the Underwriter to comply with MSRB Rule G-32. Delivery of such copies of the Official Statement shall constitute the Corporation's and the Town's authorization for the Official Statement, the information contained therein and the documents referred to therein to be used in connection with the public offering of the Bonds by the Underwriter.

(b) If on or prior to the 25th day following the "end of the underwriting period" (as such expression is used in Rule 15c2-12), an event occurs affecting the Corporation or the Town that materially affects the purpose for which the Official Statement is to be used and is not disclosed

in the Official Statement, the Corporation and the Town agree to notify the Underwriter thereof, and if in the opinion of the Corporation, the Town, or the Underwriter such event requires a supplement or amendment to the Official Statement, the Corporation and the Town will, at the Town's expense, supplement or amend the Official Statement in a manner approved by the Corporation, the Town and the Underwriter (such approval not to be unreasonably delayed or withheld) and will thereafter until the end of such stated period provide the Underwriter with copies of the Official Statement, as so supplemented or amended (including electronic copies in word-searchable PDF format), in sufficient quantities to allow the Underwriter to comply with the requirements referred to in subsection (a) above.

The Underwriter agrees to notify the Corporation and the Town of the end of the underwriting period. In the event the Underwriter fails to notify the Corporation and the Town of the end of the underwriting period, the end of the underwriting period shall be deemed to be the Closing.

The Underwriter agree to cause a copy of the Official Statement to be deposited before the end of the underwriting period with each of the parties required by the applicable rules of the SEC and the MSRB.

12. Indemnification. (a) To the fullest extent permitted by applicable law, the Town agrees to indemnify and hold harmless the Underwriter against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof), to which the Underwriter, or the other persons described in subsection (b) of this Section may become subject under any federal or state securities laws or other statutory law or at common law or otherwise, caused by or arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or caused by any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, unless such untrue statement or misleading statement, such alleged untrue statement or alleged misleading statement, or such omission or alleged omission was made in reliance upon and in conformity with information furnished to the Town and the Corporation by the Underwriter expressly for use in the Preliminary Official Statement or the Official Statement, including any amendment thereto.

(b) The indemnity provided under this Section will extend upon the same terms and conditions to each officer, director, member, employee, agent or attorney of the Underwriter and each person, if any, who controls the Underwriter within the meaning of Section 15, as amended, of the Securities Act of 1933 or Section 20, as amended, of the Securities Exchange Act of 1934 ("indemnified party"). Such indemnity will also extend, without limitation, to any and all expenses whatsoever reasonably incurred by any indemnified party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in subsection (a) of this Section (or action in respect thereof), whether or not resulting in any liability, and will include the aggregate amount paid in settlement of any litigation,

commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the Town.

(c) Within a reasonable time after an indemnified party under subsections (a) and (b) of this Section will have been served with the summons or other first legal process or has received written notice of the threat of a claim in respect of which an indemnity may be claimed, such indemnified party must, if a claim for indemnity in respect thereof is to be made against the Town under this Section, notify the Town in writing of the commencement thereof; but the omission to so notify the Town will not relieve it from any liability that it may otherwise have to any indemnified party other than pursuant to the indemnification provisions set forth in subsections (a) and (b) of this Section. The Town will be entitled to participate at its own expense in the defense, and if the Town so elects within a reasonable time after receipt of such notice, or if all indemnified parties seeking indemnification in such notice so direct, the Town will assume the defense of any suit brought to enforce any such claim, and such defense will be conducted by counsel chosen promptly by the Town and reasonably satisfactory to the indemnified party; provided, however, that, if the defendants in any action include an indemnified party and the Town, or include more than one indemnified party, and any such indemnified party has been advised by its counsel that there may be legal defenses available to such indemnified party that are different from or additional to those available to the Town or another indemnified party, and that in the reasonable opinion of such counsel are sufficient to make it undesirable for the same counsel to represent such indemnified party and the Town, or another indemnified party, such indemnified party will have the right to employ separate counsel in such action (and the Town will not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel will be borne by the Town. Nothing contained in this subsection (c) will preclude any indemnified party, at its own expense, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the Town hereunder.

(d) If the indemnification provided for in subsections (a) and (b) of this Section is unavailable to or insufficient to hold harmless and indemnify any indemnified party in respect of any losses, damages, expenses, liabilities, or claims (or actions in respect thereof) referred to therein, or if the indemnified party failed to give the notice required under subsection (c) of this Section, then the Town, to the fullest extent permitted by applicable law, on the one hand, and the indemnified party, on the other hand, will contribute to the amount paid or payable by the indemnified party as a result of such losses, damages, expenses, liabilities or claims (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Town on the one hand and the indemnified party on the other hand from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Town, to the fullest extent permitted by applicable law, on the one hand and the indemnified party on the other hand will contribute to such amount paid or payable by the indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Town on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, damages, expenses, liabilities or claims (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Town on the one hand and the indemnified party on the other hand will be deemed to be in such proportion so that the indemnified party is responsible for that portion represented by the percentage that the

underwriting discount payable to the Underwriter hereunder (i.e., the excess of the aggregate public offering price for the Bonds as set forth on the cover page of the Official Statement over the price to be paid by the Underwriter to the Town upon delivery of the Bonds as specified in Section 1 hereof) bears to the aggregate public offering price as described above, and the Town is responsible for the balance. The relative fault will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Town on the one hand or the indemnified party on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

In the event an indemnified party has knowledge of a claim subject to the contribution provided by this subsection, such indemnified party agrees, within a reasonable time of obtaining such knowledge, to convey notice of such claim to the Town. It is agreed and understood that if the indemnified party fails, under the circumstances set forth in the preceding sentence, to convey the above referenced notice to the Town, then the Town will not be obligated to provide contribution pursuant to this subsection.

The Town and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection were determined by any method of allocation that does not take account of the equitable considerations referred to in this subsection. The amount paid or payable by an indemnified party as a result of the losses, damages, expenses, liabilities or claims (or actions in respect thereof) referred to in this subsection will be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

The indemnity and contribution provided by this Section will be in addition to any other liability that the Town may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the indemnified party, and its respective successors, assigns and legal representatives, and no other person will acquire or have any right under or by virtue of such provisions of this Agreement.

(e) The Corporation or its officers and directors shall not be liable in any way whatsoever to the Town or the Underwriter with respect to the Town's obligations under this Bond Purchase Agreement in connection with the offering and sale of the Bonds, and the Town or the Underwriter shall not have any cause of action whatsoever against the Corporation or its officers and directors for any default by the Town or the Underwriter or any obligation created between the Town or the Underwriter by virtue of, or relating to, this Bond Purchase Agreement.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the Corporation and its officers and directors against any and all losses, claims, damages, actions or liabilities, including fees and expenses incurred in connection herewith or in connection with investigating any such matters to which the Corporation may become subject to under any statute, or at law or in equity or otherwise regarding transactions contemplated by virtue of, or relating to, this Bond Purchase Agreement.

13. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing by registered or certified mail to the following addresses:

To the Town:

Town of Holly Springs, North Carolina
128 S. Main Street
Post Office Box 8
Holly Springs, North Carolina 27540
Attention: Finance Director

To the Corporation:

Holly Springs Public Facilities Corporation
c/o Town of Holly Springs, North Carolina
128 S. Main Street
Post Office Box 8
Holly Springs, North Carolina 27540
Attention: Finance Director

To the Underwriter:

PNC Capital Markets LLC
4720 Piedmont Row, Suite 200
Charlotte, North Carolina 28210
Attention: Taylor Relich, Associate Director

15. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

16. Severability. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. No Advisory or Fiduciary Role. The primary role of the Underwriter is to purchase the Bonds for resale to investors in an arm's-length commercial transaction between the Corporation, the Town and the Underwriter. The Underwriter, in such capacity, has financial and other interests that differ from those of the Town and the Corporation.

The Town and the Corporation acknowledge and agree that: (i) the transactions contemplated by this Agreement are arm's length, commercial transactions between the Town, the Corporation and the Underwriter, in which the Underwriter are acting solely as principals and are not acting as a municipal advisor, financial advisor or fiduciary to the Town or the

Corporation; (ii) the Underwriter have not assumed any advisory or fiduciary responsibility to the Town or the Corporation with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any of their affiliates have provided other services or are currently providing other services to the Town or the Corporation on other matters); (iii) the only obligations the Underwriter have to the Town or the Corporation with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Town and the Corporation have consulted their own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent they have deemed appropriate.

18. E-Verify. The Underwriter understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Underwriter uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Underwriter shall require that any subcontractor that it uses in connection with the performance of its obligations under this Bond Purchase Agreement to certify to such subcontractor’s compliance with E-Verify.

[signatures to follow]

This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized member of the Corporation and the Town and shall be valid and enforceable as of the time of such acceptance.

PNC CAPITAL MARKETS LLC

By: _____
Associate Director

(signatures continued)

Bond Purchase Agreement:

Holly Springs Public Facilities Corporation
Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024

Accepted:

HOLLY SPRINGS PUBLIC FACILITIES CORPORATION

By: _____
President

Approved:

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Town Manager

[SUPPLEMENTAL OPINION OF BOND COUNSEL]

[Closing]

PNC Capital Markets LLC
Charlotte, North Carolina

Re: not to exceed \$53,000,000 Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024

Ladies and Gentlemen:

We have acted as bond counsel to the Town of Holly Springs, North Carolina (the “Town”) in connection with the issuance on the date hereof of the \$_____ Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 (the “Bonds”), evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to an Installment Financing Contract, dated as of September 1, 2023 (the “Original Contract”), between the Town and the Corporation, as amended by the Amendment Number One to the Installment Financing Contract, to be dated as of August 1, 2024, between the Town and the Corporation (the “First Amendment”) and, together with the Original Contract, the “Contract”), between the Town and the Holly Springs Public Facilities Corporation (the “Corporation”). The Bonds are being purchased today by PNC Capital Markets LLC (the “Underwriter”) pursuant to a Bond Purchase Agreement, dated August __, 2024 (the “Bond Purchase Agreement”), among the Corporation, the Town and the Underwriter. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

In our capacity as bond counsel, we have on this date delivered our principal bond counsel opinion relating to the Contract and the Bonds, which opinion may be relied upon by you to the same extent as if addressed to you.

In connection with this opinion, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of various documents, certificates and opinions of counsel (including the opinion, dated the date hereof of John Schifano, Esq., Town Attorney, and the final Official Statement, dated August __, 2024, with respect to the Bonds (the “Official Statement”), and have examined such other documents, certificates, opinions of counsel, instruments and records, and have made such investigations of law, as we have deemed necessary and appropriate as a basis for the opinions hereinafter expressed. In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of originals of such copies. As to any facts material to this opinion that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Town, the Corporation and others.

On the basis of and in reliance upon the foregoing, we are of the opinion that:

1. The statements in the Official Statement on the cover page and under the headings “INTRODUCTION,” “THE 2024 BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS” and “CONTINUING DISCLOSURE” (except for the last paragraph under such caption as to which no opinion is expressed) and in Appendix C - “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS,” to the extent such statements purport to summarize certain terms of the Contract, the Deed of Trust, the Indenture and the Bonds, fairly and accurately summarize such terms. The statements contained in the Official Statement under the heading “TAX TREATMENT” present fairly and accurately the matters referred to therein.

2. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is furnished to you solely for your benefit and may not be used, circulated, quoted or otherwise referred to without our prior written consent.

Very truly yours,

[OPINION OF TOWN ATTORNEY]

[Closing]

PNC Capital Markets LLC
Charlotte, North Carolina

Parker Poe Adams & Bernstein LLP
Raleigh, North Carolina

Re: not to exceed \$53,000,000 Limited Obligation Bonds (Town of Holly Springs,
North Carolina), Series 2024

Ladies and Gentlemen:

I am the Town Attorney for the Town of Holly Springs, North Carolina (the “Town”) and have served in such capacity in connection with the issuance of the above-referenced bonds (the “Bonds”) which are being purchased today by PNC Capital Markets LLC (the “Underwriter”) pursuant to a Bond Purchase Agreement, dated August __, 2024 (the “Bond Purchase Agreement”), among the Holly Springs Public Facilities Corporation (the “Corporation”), the Town and the Underwriter. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

Based upon such examination as I have deemed necessary for the purpose of expressing the opinions set forth below, I am of the opinion, as of the date hereof and under existing law, that:

1. The Town is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina and has the full legal right, power and authority to execute and deliver the Contract, the Deed of Trust and the Bond Purchase Agreement and to perform all of its obligations thereunder and as contemplated thereby.

2. The Town has duly authorized and has executed and delivered the Contract and the Deed of Trust, and the Deed of Trust constitutes a legal, valid and binding agreement of the Town enforceable in accordance with its terms, except that the enforceability thereof may be subject to bankruptcy, insolvency, fraudulent conveyance, moratorium or similar laws affecting creditors’ rights generally from time to time in effect and by principles of equity that a court may apply.

3. The Town has duly authorized and has executed and delivered the Bond Purchase Agreement and, assuming due authorization, execution and delivery by the other parties thereto, the Bond Purchase Agreement constitutes a legal, valid and binding agreement of the Town enforceable in accordance with its terms, except that the enforceability thereof may be subject to bankruptcy, insolvency, fraudulent conveyance, moratorium or similar laws affecting creditors’ rights generally from time to time in effect and by principles of equity that a court may apply.

4. No further consent, authorization or order of any governmental or regulatory authority is required to be obtained as a condition precedent to the execution and delivery of the Contract, the Deed of Trust or the Bond Purchase Agreement by the Town, except that I express no opinion as to any regulatory requirements applicable to the Underwriter or any action required under federal or state securities of blue sky laws in connection with the offering and sale of the Bonds by the Underwriter.

5. The Town has duly authorized and delivered the Official Statement and has approved the use of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds.

6. To the best of my knowledge, the Town is not in violation or breach of or default under any applicable law or administrative regulation of the State of North Carolina or the United States of America or any applicable judgment or decree or administrative ruling or any agreement, resolution, bond or other instrument to which the Town is a party or is otherwise subject, which violation, breach or default would in any way materially adversely affect the Town's transactions contemplated by the Bond Purchase Agreement or the issuance the Bonds, and, to the best of my knowledge, no event has occurred and is continuing which with the passage of time or giving of notice, or both, would constitute such a violation or breach thereof or default thereunder.

7. The execution and delivery of the Contract, the Deed of Trust and the Bond Purchase Agreement by the Town, and compliance with the provisions thereof, do not and will not conflict with or constitute a breach or violation of or a default under any applicable law, rule or regulation of the United States of America or of the State of North Carolina or of any department, division, agency or instrumentality thereof having jurisdiction over the Town or, to the best of my knowledge, any applicable order, judgment or decree of any court or other governmental agency or body or any bond, note, loan agreement, resolution, indenture, agreement or other instrument to which the Town is a party or by which it or its property is bound.

8. To the best of my knowledge, there is no litigation or any other proceeding before any court or public board, agency or body pending or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bond Purchase Agreement or which, in any way, would adversely affect the validity or enforceability of the Bond Purchase Agreement, the Contract, the Deed of Trust, the Indenture or the Bonds or the exemption from federal or State of North Carolina income taxation of interest with respect to the Bonds as described in the Official Statement.

9. Based upon information made available to me in the course of my representation of the Town, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the information contained in the Official Statement under the headings "THE 2024 PROJECT," "ESTIMATED SOURCES AND USES OF FUNDS," "AVAILABLE SOURCES FOR PAYMENT OF INSTALLMENT PAYMENTS," "CERTAIN RISKS OF OWNERS OF THE 2024 BONDS" and "LITIGATION" (with respect to the Town) and in Appendix A to the Official Statement (excluding in all cases financial and statistical data included or mentioned therein, as to which I express no opinion) contains any

untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

10. I have caused the First Extension to be recorded in the Office of the Register of Deeds of the County of Wake, North Carolina. The recording of the Deed of Trust is in accord with North Carolina law.

With respect to the opinions expressed in paragraphs 1 and 3 above, I note that the covenants of the Town in the Bond Purchase Agreement relating to indemnification or contribution are given to the extent permitted by law, and I express no opinion with respect to whether such covenants are permitted by law.

This opinion is rendered solely for your benefit in connection with the subject transaction and may not be relied upon by you or any other person for any other purposes without my prior written consent.

Very truly yours,

[OPINION OF COUNSEL TO THE CORPORATION]

[Closing]

Holly Springs Public Facilities Corporation
Holly Springs, North Carolina

PNC Capital Markets LLC
Charlotte, North Carolina

U.S. Bank Trust Company, National Association
Charlotte, North Carolina

Not to exceed \$53,000,000
Limited Obligation Bonds (Town of Holly Springs, North Carolina)
Series 2024
Evidencing Proportionate Undivided Interests in Rights to Receive Certain
Revenues Pursuant to an Installment Financing Contract Between the
Holly Springs Public Facilities Corporation and the
Town of Holly Springs, North Carolina

Ladies and Gentlemen:

We have acted as counsel to Holly Springs Public Facilities Corporation (the “Corporation”), a nonprofit corporation organized under the Constitution and laws of the State of North Carolina, in connection with the execution and delivery by the Corporation of (1) its Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024 (the “2024 Bonds”), (2) Installment Financing Contract, dated as of September 1, 2023 (the “Original Contract”), between the Town of Holly Springs, North Carolina and the Corporation, as amended by an Amendment Number One to the Installment Financing Contract, to be dated as of August 1, 2024, between the Town and the Corporation (the “First Amendment” and, together with the Original Contract, the “Contract”), (3) Indenture of Trust, dated as of September 1, 2023 (the “Original Indenture”), between the Corporation and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as amended by a Supplemental Indenture, Number 1, to be dated as of August 1, 2024, between the Corporation and the Trustee (the “First Supplement” and, together with the Original Indenture, the “Indenture”), pursuant to which the Corporation’s rights under the Contract have been assigned to the Trustee, and (4) the Bond Purchase Agreement dated August __, 2024 (the “Purchase Agreement”), among the Corporation, the Town and PNC Capital Markets LLC (the “Underwriter”). This opinion letter is delivered pursuant to Section 8(c)(4) of the Purchase Agreement.

All terms used herein as defined terms and not otherwise defined herein have the meanings specified therefore in the Indenture.

In rendering this opinion, we have examined the following:

(a) the Articles of Incorporation of the Corporation (the “Articles”) and the Bylaws of the Corporation (the “Bylaws”), certified by the Secretary of the Corporation as of August __, 2024;

(b) a Certificate of Existence of the Corporation, certified by the Secretary of State of the State of North Carolina as of August __, 2024 (the “Certificate of Existence”);

(c) a certified copy of the resolution (the “Resolution”) adopted by the Board of Directors of the Corporation on July __, 2024;

(d) the Indenture;

(e) the Contract;

(f) the 2024 Bonds;

(g) the Purchase Agreement;

(h) the Preliminary Official Statement, dated August 7, 2024 (the “Preliminary Official Statement”), and the Official Statement, dated August __, 2024 (the “Official Statement”), used in connection with the offering and sale of the 2024 Bonds; and

(i) such other documents and related matters of law as we have deemed necessary in order to render our opinions below.

In our examination, we have assumed the genuineness of all signatures not signed in our presence, the legal capacity of natural persons, the authenticity and completeness of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity and completeness of originals of such copies. As to any facts material to our opinions set forth below in this letter, we have relied upon, and assume the truth and accuracy of, representations and warranties contained in the documents and any other certificates, instruments or agreements executed in connection therewith or delivered to us, including certificates of public officials. We have not made any independent investigation of any such factual matters other than, as to factual matters related to the Corporation, inquiries we have made of officers of the Corporation and the examination of documents referred to herein as we have deemed necessary for the purposes of this opinion. We have further assumed the due authorization, execution and delivery of each of such documents by, or on behalf of, all parties thereto other than the Corporation, and that the documents and the transactions evidenced thereby are valid, binding and enforceable with regard to all parties thereto other than the Corporation. As to certificates of public officials and documents of public record, we have assumed that the facts stated in such certificates and documents have not changed since the dates of such certificates or documents.

The phrase “to the best of our knowledge” mean conscious awareness of lawyers in the primary lawyer group of factual matters such lawyers recognize as being relevant to the opinion or confirmation so qualified. “Primary lawyer group” means any lawyer in this firm (i) who signs this opinion letter, (ii) who is actively involved in negotiating or documenting the execution and delivery of the 2024 Bonds or the Corporation Documents (as defined below), or

(iii) solely as to information relevant to a particular opinion or factual confirmation issue, who is primarily responsible for providing the response concerning the particular opinion or issue.

Based upon such examination and subject to the foregoing and the qualifications, exceptions and limitations hereinafter stated, and except as otherwise set forth in the representations and warranties of the Corporation in the documents and any schedules referenced therein, it is our opinion, as of the date hereof and under existing law, that:

1. The Corporation is a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of North Carolina and has full power and authority to execute and deliver the Indenture, the Contract, the Purchase Agreement and the 2024 Bonds (collectively, the “Corporation Documents”).

2. Each of the Corporation Documents has been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding agreement of the Corporation enforceable in accordance with its terms.

3. The Corporation has duly approved the Preliminary Official Statement and has duly authorized and delivered the Official Statement. The Corporation has duly authorized and approved the use of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering and sale of the 2024 Bonds.

4. No further consent or approval of any governmental body is required to be obtained for the sale of the 2024 Bonds to the Underwriter or the execution and delivery of the Corporation Documents by the Corporation, except that we express no opinion as to any federal or state regulatory requirements of the Underwriters or any action required under federal or state securities or Blue Sky laws in connection with the offering and sale of the 2024 Bonds by the Underwriter.

5. The execution and delivery of the Corporation Documents by the Corporation, and compliance with the provisions thereof under the circumstances contemplated thereby, and the approval of the Preliminary Official Statement and the Official Statement, (a) are within the powers of the Corporation, (b) do not and will not conflict with the Corporation’s Articles or Bylaws, (c) to the best of our knowledge, do not and will not in any material respect conflict with, or constitute on the part of the Corporation a breach of or default under, any indenture, deed of trust, mortgage, agreement or other instrument to which the Corporation is a party, or conflict with, violate or result in a breach of any judgment, court order or consent decree to which the Corporation is subject and (d) to the best of our knowledge, do not and will not conflict with, violate or result in a breach of any existing law, public administrative rule or regulation to which the Corporation is subject.

Notwithstanding any other provision of this opinion letter, the opinions hereinabove expressed are subject to the following qualifications and limitations:

a. No opinion is given, either express or implied, as to any document, agreement, instrument or certificate delivered or to be delivered in connection with the Corporation

Documents other than the Corporation Documents and the Articles and Bylaws of the Corporation.

b. The enforceability of any instrument, document or agreement is subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance and other federal and state laws affecting the rights and remedies of creditors generally, and general principles of equity limiting the availability of equitable remedies (including, but not limited to, the remedy of specific performance), whether considered in a proceeding at law or in equity.

c. Certain rights, remedies and waivers contained in the Corporation Documents may be limited or rendered ineffective by applicable laws, public policy or judicial decisions; however, such laws and judicial decisions do not render the Corporation Documents invalid as a whole, and there exist, in the Corporation Documents or pursuant to applicable law, legally adequate remedies to enable the Trustee to realize the principal benefits and security reasonably intended to be provided by the Corporation Documents except for the economic consequences of any resulting procedural delay.

d. Certain provisions of the Corporation Documents impose indemnification obligations on one or more of the parties thereto. Indemnification provisions in the Corporation Documents are subject to and may be rendered unenforceable by applicable law or public policy, including applicable securities law. In addition, we express no opinion as to any provisions of the Corporation Documents that purport to excuse a party from liability for its own acts or that authorize a party to act in its sole discretion.

e. We express no opinion with respect to the ownership of the real and personal property pledged as security for payment of the principal of or interest with respect to the 2024 Bonds pursuant to any deed of trust, mortgage or security agreement, or with respect to the validity, enforceability or priority of any lien or liens created in real or personal property by or pursuant to any deed of trust, mortgage or security agreement.

f. We are licensed to practice law in the State of North Carolina, and we express no opinion as to matters under or involving the laws of any state or jurisdiction other than the laws of the State of North Carolina; provided, however, that we express no opinion with respect to tax, environmental, antifraud, antitrust, securities or accounting laws, rules, regulations, orders or decrees of any jurisdiction, or the laws, ordinances, regulations, or rules of any county, city or other political subdivision.

To the best of our knowledge after reasonable investigation, the statements contained in the Official Statement under the headings entitled “THE CORPORATION” and “LITIGATION” (with respect to the Corporation only) are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they are made, not misleading.

To the best of our knowledge, there is no action, suit, proceeding or governmental investigation at law or in equity before, or by, any court, public board or body, pending of which the Corporation has been served with a summons and complaint or other notice of

commencement, or threatened against or affecting the Corporation, challenging the validity of the Corporation Documents or contesting the power and authority of the Corporation to execute and deliver the Corporation Documents or to consummate the transactions contemplated therein.

This opinion represents a statement of professional judgment and is not the guaranty of a result. This opinion is given as of the date hereof, and we disclaim any obligation to advise you of any change of law that occurs, or any facts of which we become aware, after the date of this opinion. The opinions expressed herein are limited to those matters expressly set forth, and no opinion is to be inferred or implied beyond the matters expressly so stated. This opinion is delivered to you and for your benefit in connection with the above transaction; it may not be relied upon by you for any other purposes and may not be relied upon by, nor may copies be provided to, any other person, firm, corporation or other entity without our prior written consent.

Respectfully submitted,

[OPINION OF UNDERWRITER’S COUNSEL]

[Closing]

PNC Capital Markets LLC
Charlotte, North Carolina

Re: not to exceed \$53,000,000 Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024

Ladies and Gentlemen:

We have acted as counsel to you, the Underwriter, in connection with your purchase on the date hereof of the above-referenced bonds (the “Bonds”) pursuant to a Bond Purchase Agreement, dated August __, 2024 (the “Bond Purchase Agreement”), among the Town of Holly Springs, North Carolina (the “Town”), the Holly Springs Public Facilities Corporation (the “Corporation”) and you. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

We have examined such documents and reviewed such questions of law and made such other inquiries as we have considered appropriate for the purpose of this opinion. On the basis of the foregoing, we are of the opinion, as of the date hereof and under existing law, that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements made in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, to assist you in your investigation concerning the Official Statement, we have reviewed certain documents and have participated in conferences in which the contents of the Official Statement and related matters were discussed. During the course of our work on this matter, no facts have come to our attention that cause us to believe that the Official Statement (except for any financial and statistical data, forecasts, numbers, estimates, assumptions, expressions of opinion and information concerning The Depository Trust Company and the book-entry system for the Bonds, which we expressly exclude from the scope of this sentence) contains, as of the date hereof, any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading. In rendering the advice set forth in this paragraph, we are not rendering any opinion with respect to the validity or tax status of the Bonds. On the date hereof, Parker Poe Adams & Bernstein LLP has rendered its approving legal opinion with respect to such matters and have consented to your reliance thereon. The advice set forth in this paragraph is given assuming the accuracy of such counsel’s opinion.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity. We disclaim any obligation to supplement this letter to reflect any facts or

circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

[OPINION OF UNDERWRITER'S COUNSEL]

[Closing]

PNC Capital Markets LLC
Charlotte, North Carolina

Re: not to exceed \$53,000,000 Limited Obligation Bonds (Town of Holly Springs, North Carolina), Series 2024

Pursuant to a Bond Purchase Agreement, dated August __, 2024 (the "Bond Purchase Agreement"), among the Town of Holly Springs, North Carolina (the "Town"), the Holly Springs Public Facilities Corporation (the "Corporation") and you, you are purchasing on the date hereof the above-referenced bonds (the "Bonds"). Capitalized terms used herein shall have the meanings given such terms in the Bond Purchase Agreement.

Pursuant to Section 8.1(m) of the Contract, the Town has undertaken to provide certain annual financial information and operating data relating to the Town and notices of the occurrence of certain events as specified in the Contract and the Official Statement (the "Undertaking").

The United States Securities and Exchange Commission (the "SEC") has promulgated Rule 15c2-12, as amended ("Rule 15c2-12") under the Securities Exchange Act of 1934, as amended. Rule 15c2-12 requires, among other things, that underwriters of municipal securities determine that the issuer of the municipal securities or an obligated person (as such terms are defined in Rule 15c2-12) have undertaken to provide certain continuing disclosure information specified by Rule 15c2-12 to the Municipal Securities Rulemaking Board at the times and in the manner specified by Rule 15c2-12. The SEC has issued a number of releases (the "SEC Releases") that discuss Rule 15c2-12 and various amendments and proposed amendments thereto and various comments received by the SEC regarding the same. Rule 15c2-12 has also been the subject of commentary and interpretation by various SEC letters to industry participants responding to questions posed to the SEC (the "SEC Interpretation Letters").

Based upon our review of the Undertaking, the Rule Amendments, the SEC Releases and the SEC Interpretation Letters, we are of the opinion that the Undertaking will permit you to comply with clause (b)(5) of Rule 15c2-12 in connection with the primary offering of the Bonds. In rendering the foregoing opinion, we do not express any opinion as to the validity or enforceability of the Undertaking and, with your consent, are assuming such validity and enforceability.

This opinion is furnished by us for your sole benefit in connection with your offering and sale of the Bonds, and no other person or entity may rely upon this opinion without our prior express written consent.

[FORM OF ISSUE PRICE CERTIFICATE]

NOT TO EXCEED \$53,000,000
TOWN OF HOLLY SPRINGS, NORTH CAROLINA
LIMITED OBLIGATION BONDS, SERIES 2024

ISSUE PRICE CERTIFICATE

The undersigned, on behalf PNC Capital Markets LLC (“PNC Capital Markets”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. [Initial Offering Price of the Hold-the-Offering-Price Maturities. (a) PNC Capital Markets offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement related to the Bonds, PNC Capital Markets has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. PNC Capital Markets did not offer or sell any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

["General Rule Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

"Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

"Holding Period" means, with respect to each Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (August __, 2024), or (ii) the date on which PNC Capital Markets has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at

price that is no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

“Issuer” means the Town of Holly Springs, North Carolina.

“Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

[“Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August __, 2024.]

“Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents PNC Capital Markets’ interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Parker Poe Adams & Bernstein LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PNC CAPITAL MARKETS LLC

By: _____

Name: _____

Title: _____

Dated: August __, 2024

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(To be attached—"General Rule" and "Hold-the-Offering-Price" Maturities to be delineated in attachment)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(To be attached)

SCHEDULE I

DETAILS OF THE BONDS

\$ _____
TOWN OF HOLLY SPRINGS, NORTH CAROLINA
LIMITED OBLIGATION BONDS, SERIES 2024

<u>Due</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Initial Public</u> <u>Offering Price</u>	<u>Yield</u>	<u>At Least 10% Sold</u> <u>at Initial Public</u> <u>Offering Price</u>	<u>Maturities Subject</u> <u>to Hold-the-</u> <u>Offering-Price Rule</u>
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^c Yield to October 1, 20__ call date at 100%.