Town Board Regular Meeting
July 21, 2020 – 7:00 PM
502 Southtown Circle, Rolesville, NC 27571

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Invocation
3. Review of Agenda by the Board and Additions/Changes of Items of Business to the Agenda for Consideration.

B. CONSENT AGENDA

1. Call for Public Hearing: Case PR20-03 – The Preserve @ Jones Dairy Road (South) Preliminary Subdivision Plat.
2. Call for Public Hearing (Quasi-Judicial): Case SUP20-01- Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for Previous SUP Conditions.
3. ANX 20-04 Non-Contiguous Voluntary Annexation Petition by Mitchell Mill Road Investors, LLC, Manly Farm Road, Wake County PIN# 1757994300, and Resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.
4. Americans with Disabilities Act (ADA) Transition Plan Adoption by Resolution

C. ITEMS OF BUSINESS

1. Public Hearing (Legislative) – Case: UDO TA20-03 Article 10 – Add Senior Housing Parking Standards.
2. Presentation of Cobblestone Development Project and Draft Economic Development Agreement between Town of Rolesville and Cobblestone Development.
3. Consideration of Request by Rolesville Rural Fire Department and Determination of Process and Consultant.

D. ADJOURNMENT

The Town of Rolesville is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act. Should you need assistance or a particular accommodation for this meeting please contact the ADA Coordinator.

Memorandum

TO: Mayor and Town Board of Commissioners

FROM: Danny Johnson, AICP, Planning Director

DATE: July 16, 2020

RE: Consent Item B.1 and B.2, Call for public hearings for PR 20-03, and SUP 20-01.

Two planning cases are requested to be scheduled for the public hearings by the Town Board of Commissioners on August 18, 2020. The cases are:

- **PR 20-03, The Preserve at Jones Dairy Road (South);** A quasi-judicial public hearing for Preliminary Subdivision Plat application by Preserve at Jones Dairy, LLC for 217 single-family residential lots in R&PUD Zoning District located on the south side of Jones Dairy Road, east of Averette Ridge Subdivison on a parcel of 54.01 acres, Wake County PIN # 1759888905 & 1759888240 as required by Special Use Permit Condition (SUP 18-05).

- **SUP 20-01, Carlton Pointe PUD Special Use Permit Amendment to SUP 04-02**; A Special Use Permit Application to amendment the original condition of SUP 04-02 Carlton Pointe PUD Master Plan with new proposed SUP condition to construct an improved and dedicated public greenway trail within the subdivision boundary instead of some of the remaining SUP 04-2 conditions for improvements.

Town Staff Recommendation.

Staff recommends scheduling the public hearings for the above-listed cases.

Suggested Action

I make a motion to schedule the requested public hearings for cases PR 20-03, and SUP 20-01 for August 18, 2020.

Memo

To: Mayor and Town Board of Commissioners

From: Danny Johnson, AICP, Planning Director

Date: July 14, 2020

Re: Consent item B.3. ANX 20-04 Non-Contiguous Voluntary Annexation Petition by Mitchell Mill Road Investors, LLC, Manly Farm Road, Wake County PIN# 1757994300, and Resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.

Summary Information

The Town has received a non-contiguous voluntary annexation petition for 66.123 acres located at off of Manly Farm Road, Wake County PIN# 1757994300 into the Town of Rolesville Town Limits. This location is a portion of the proposed Kalas Falls Subdivision. As provided in G.S. 160A-31, the petition should be investigated by the Town Clerk as to its sufficiency of meeting G.S. 160A-31. The attached resolution directs the Town Clerk to investigate and report back to the Town Board of Commissioners the results of her investigation.

Planning Staff Recommendation

Staff recommends approval of the resolution directing the clerk to investigate a petition received under G.S. 160A-31.

Relationship to Current Budget/Goals

None

Suggested Motion:

Motion to approve a resolution directing the clerk to investigate a petition received under G.S. 160A-31.

Attachments:

ANX 20-04 Resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.
ANX 20-04 Mitchel Mill Road Investors, LLC Annexation Location Map
ANX 20-04 Mitchel Mill Road Investors, LLC Annexation Petition
ANX 20-04 Mitchel Mill Road Investors, LLC Annexation Bounday Map

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31

Case: ANX 20-04
Voluntary Annexation Petition for 66.123 Acres, Mitchell Mill Investors, LLC, Manly Farm Road, Wake County PIN# 1757994300

WHEREAS, a petition requesting annexation of an area described in said petition and more particularly described as follows received on July 21, 2020, by the Town of Rolesville Board of Commissioners:

BEGINNING AT AN IRON PIPE THE SOUTHEAST CORNER OF PROPERTY, SAID IRON PIPE BEING SOUTH 65°44'54" EAST 27,908.94 FEET FROM NCGS SURVEY MONUMENT "DEISEL", SAID MONUMENT HAVING NC GRID COORDINATES (NAD 83 – 1986) N= 789,627.37, E= 2,134,362.97, THENCE FROM SAID POINT OF BEGINNING SOUTH 85°28'28" WEST 837.76 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 03°13'41" WEST 2297.25 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 42°00'12" EAST 185.54 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 89°46'42" EAST 653.62 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 89°30'45" EAST 555.84 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 89°36'05" EAST 189.60 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 06°51'15" EAST 264.00 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 88°28'45" WEST 165.00 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 01°01'29" EAST 231.03 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 87°39'19" EAST 408.23 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 01°02'00" EAST 870.96 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 88°51'34" WEST 855.49 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 00°10'48" EAST 746.47 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 66.123 ACRES MORE OR LESS SHOWN ON AN ANNEXATION BOUNDARY MAP, TITLED ANNEXATION MAP FOR TOWN OF ROLESVILLE, PROPERTY OF MITCHELL MILL ROAD INVESTORES, LLC, PREPARED BY WITHERS RAVENEL. RECORDED IN BOOK OF MAPS ____, PAGE ____.

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and,

WHEREAS, the Board of Commissioners of the Town of Rolesville deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Rolesville that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Board of Commissioners of the Town of Rolesville the result of her investigation.

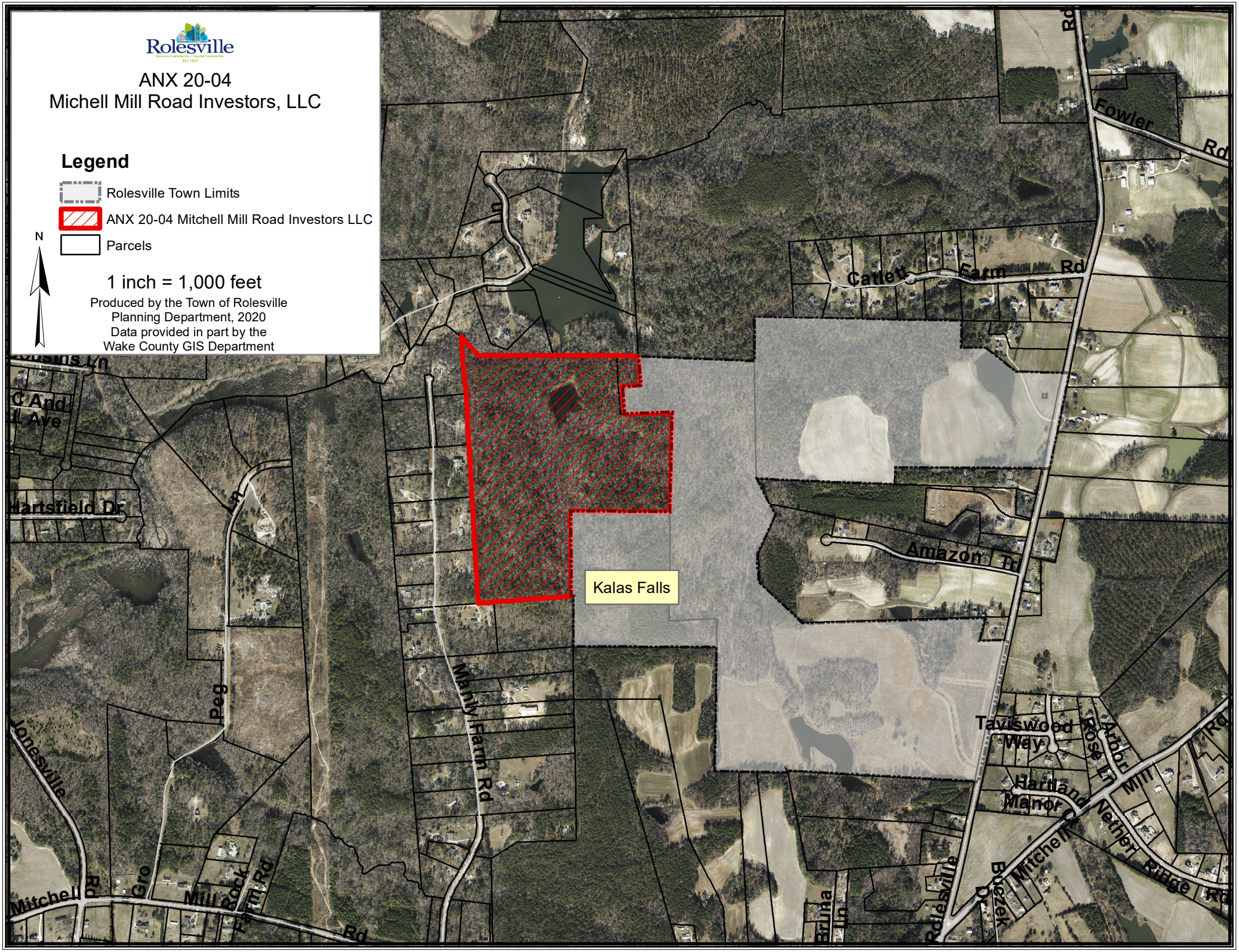
_____

_____

Ronnie I. Currin
Mayor, Town of Rolesville

Attest: _____

Robin E. Peyton
Town Clerk


Rolesville
ANX 20-04
Michell Mill Road Investors, LLC
Legend
Rolesville Town Limits
ANX 20-04 Mitchell Mill Road Investors LLC
Parcels
N
1 inch = 1,000 feet
Produced by the Town of Rolesville
Planning Department, 2020
Data provided in part by the
Wake County GIS Department
Kalas Falls
Fowler Rd
Catlett Farm Rd
Amazon Tr
Mahly Farm Rd
Peg Ln
Jonesville
Mitchell Rd
Mill Rock Farm Rd
Hartsfield Dr
Taviswood Way
Hartland Manor Ct
Rose Ln
Arbor Mill
Nether Ridge Rd
Mitchell
Buezek Dr
Rolesville
Bruna Ln

Rolesville
Genuine Community • Capital Connection Est. 1837

TOWN OF ROLESVILLE PETITION FOR ANNEXATION

The items below are required in order to complete your application and shall be submitted when the application if filed.

1. A complete copy of the last deed of record for proof of ownership
2. An annexation boundary plat/map for recordation at the Wake County Register of Deeds Office (mylar plat) prepared by a professional land surveyor showing the boundaries of the area or property for annexation into the Town of Rolesville.
3. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

SECTION 1 – LOCATION

Is the area contiguous with the existing primary corporate limits? Satellite corporate limits is not primary. ☒ Yes or ☐ No

Note: If the land is contiguous to any existing corporate limits, the proposed annexation boundary will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1).

SECTION 2 – VESTED RIGHTS

NC General Statues require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition? ☐ Yes or ☒ No

SECTION 3 - PROPERTY DETAILS

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acreage To Be Annexed	Wake County Assessed Value
1757.02-99-4300	0074674	DB 5931	PG 93	64.856	$ 1,389,440.00
		DB	PG		$
		DB	PG		$

SECTION 4 - SIGNATURES AND VERIFICATION

We, the undersigned owners of the real properties contained in the metes and bounds description and plat/map attached hereto, respectfully request that the area described above be annexed and made part of the Town of Rolesville, North Carolina. By signing below, we acknowledge that all information is correct.

- **If property owned by INDIVIDUALS** (NOTE: All legal owners must sign including both husband and wife)

Tim Smith — Signature of Owner #1 — Date Signed: 3-17-2020

Signature of Owner #2 — Date Signed

- **If property owned by a COMPANY OR CORPORATION** (NOTE: The company or corporation must be legally registered with the State of North Carolina – Office of the Secretary of State)

Mitchell Mill Road Investors, LLC
Name of Corporation

Tim Smith — Printed Name of Registered Agent

Tim Smith — Signature of Registered Agent

105 Weston Estates Way, Cary NC 27513
Address, State, Zip of Registered Office:

North Carolina, Wake *County*

I, Julia Rawl, *a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument.*
Witness my hand and official seal, this 17th *day of* March, *20* 20

JULIA RAWL NOTARY PUBLIC WAKE COUNTY, NC

Notary Seal

Julia Rawl
Notary Public
My commission expires: February 7, 2024

Legal Description
The Watkins Family, LLC.

BEGINNING AT AN IRON PIPE THE SOUTHEAST CORNER OF PROPERTY, SAID IRON PIPE BEING SOUTH 65°44'54" EAST 27,908.94 FEET FROM NCGS SURVEY MONUMENT "DEISEL", SAID MONUMENT HAVING NC GRID COORDINATES (NAD 83 – 1986) N= 789,627.37, E= 2,134,362.97, THENCE FROM SAID POINT OF BEGINNING SOUTH 85°28'28" WEST 837.76 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 03°13'41" WEST 2297.25 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 42°00'12" EAST 185.54 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 89°46'42" EAST 653.62 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 89°30'45" EAST 555.84 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 05°57'55" EAST 259.57 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 05°36'20" EAST 242.19 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 87°39'19" EAST 417.90 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 01°02'00" EAST 870.96 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 88°51'34" WEST 855.49 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 00°10'48" EAST 746.47 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 2825122 SQ. FT., 64.856 ACRES MORE OR LESS.

WAKE COUNTY, NC
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12-20-2019 AT 11:45:53
STATE OF NC REAL ESTATE
EXCISE TAX: $2,335.00
BOOK: 017691 PAGE: 01859 - 01862

Excise Tax: $ **2,335.00**

Real Estate ID No: **0074674**

Prepared WITHOUT TITLE EXAMINATION OR TAX ADVICE by:
Longleaf Law Partners (DEM)
2235 Gateway Access Point, Suite 201
Raleigh, NC 27607

After Recording: Mail to Grantee

Brief Description for the Index: 0 Manly Farm Road

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 20th day of December, 2019, by and between:

GRANTOR	GRANTEE
THE WATKINS FAMILY L.L.C., A North Carolina limited liability company 6528 Wilshire Drive Fuquay-Varina, NC 27526	**Mitchell Mill Road Investors LLC,** A North Carolina limited liability company 105 Weston Estates Way Cary, NC 27513-2259

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in the Town/City of Wake Forest, Wake County, North Carolina, being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Submitted electronically by "Longleaf Law Partners"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 5931, Page 93, Wake County Registry.

All or a portion of the Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to title to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 12th day of December, 2019 and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

THE WATKINS FAMILY L.L.C.,
A North Carolina limited liability company

Name: Richard L. Watkins
Title: Manager

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Richard L. Watkins as Manager of THE WATKINS FAMILY L.L.C., a North Carolina limited liability company

Date: 12/12/2019

My Commission Expires: 2/18/2024

Notary Public, Ashley Summey

[Affix Notary Stamp or Seal]

ASHLEY SUMMEY
My Commission Expires
NOTARY
PUBLIC
February 18, 2024
WAKE COUNTY, NC

EXHIBIT A
LEGAL DESCRIPTION

BEING ALL of that tract or parcel of land located in Wake Forest Township, Wake County, State of North Carolina, being more particularly described as follows:

Lot No. 1 "B": BEGINNING at a stake in the line of Sam Moody and corner of lot No. 3; thence West 810 feet to stake; thence North 2300 feet to a stake in the line of W. W. Rogers; thence along W.W. Rogers' line S. 43 deg. E. 200 feet to a stake, corner of W. W. Rogers; thence S. 86 deg. E. 1211feet to a stone in Rogers' line; thence South 284 feet to a stake; thence S. 1 deg. 45 min. W. to a stake, R. B. Whitley's corner; thence S. 88 deg. E. 455 feet to a stone, Whitley's corner; thence S. 3 deg. 15 min. W. 880 feet to a stake, Sam Moody's corner; thence along Moody's line N. 86 deg. 30 min. W. 856 feet to a stone; thence S. 3 deg. 15 min. W. 700 feet to the beginning, containing sixty six and three quarter (66 3/4) acres, and being lot No. 1B of the division of the lands of the late John M. Watkins, a map of the same is recorded in book of maps in the Register of Deeds office for Wake County.

TOGETHER WITH any and all rights to that right of way described in Book 2201, Page 97, Wake County Registry.

TOGETHER WITH any and all rights of ingress, egress and regress over that 60-foot roadway described in that easement recorded in Book 2189, Page 589, Wake County Registry.

PIN: 1757994300
PIN Ext: 000
Real Estate ID: 0074674
Map Name: 1757 02
Owner: MITCHELL MILL ROAD INVESTORS LLC
Mail Address 1: 105 WESTON ESTATES WAY
Mail Address 2: CARY NC 27513-8619
Mail Address 3:
Deed Book: 017691
Deed Page: 01859
Deed Acres: 66.8
Deed Date: 12/20/2019
Building Value: $0
Land Value: $1,389,440
Total Value: $1,389,440
Biling Class: Business
Description: POWELL
Heated Area:
Street Name: MANLY FARM RD
Site Address: 0 MANLY FARM RD
City:
Planning Jursidiction: RO
Township: Wake Forest
Year Built:
Sale Price: $0
Sale Date:
Use Type:
Design Style:

N

0 215 430 860 ft

1 inch = 400 feet

Disclaimer
*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied ,are provided for the data therein, its use,or its interpretation.*

Rolesville
Genuine Community • Capital Connection Est. 1837

TOWN OF ROLESVILLE PETITION FOR ANNEXATION

The items below are required in order to complete your application and shall be submitted when the application if filed.

1. A complete copy of the last deed of record for proof of ownership
2. An annexation boundary plat/map for recordation at the Wake County Register of Deeds Office (mylar plat) prepared by a professional land surveyor showing the boundaries of the area or property for annexation into the Town of Rolesville.
3. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

SECTION 1 – LOCATION

Is the area contiguous with the existing primary corporate limits? Satellite corporate limits is not primary. ☒ Yes or ☐ No

Note: If the land is contiguous to any existing corporate limits, the proposed annexation boundary will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1).

SECTION 2 – VESTED RIGHTS

NC General Statues require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition? ☐ Yes or ☒ No

SECTION 3 - PROPERTY DETAILS

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acreage To Be Annexed	Wake County Assessed Value
1768-00-2153	0188955	DB 14103	PG 2365	0.297 & 0.097	$ 39,000.
		DB	PG		$
		DB	PG		$

SECTION 4 - SIGNATURES AND VERIFICATION

We, the undersigned owners of the real properties contained in the metes and bounds description and plat/map attached hereto, respectfully request that the area described above be annexed and made part of the Town of Rolesville, North Carolina. By signing below, we acknowledge that all information is correct.

- **If property owned by INDIVIDUALS** (NOTE: All legal owners must sign including both husband and wife)

Tim Smith
Signature of Owner #1

3-17-2020
Date Signed

Signature of Owner #2

Date Signed

- **If property owned by a COMPANY OR CORPORATION** (NOTE: The company or corporation must be legally registered with the State of North Carolina – Office of the Secretary of State)

Mitchell Mill Road Investors, LLC
Name of Corporation

Tim Smith
Printed Name of Registered Agent

Tim Smith
Signature of Registered Agent

105 Weston Estates Way, Cary NC 27513
Address, State, Zip of Registered Office:

North Carolina, Wake *County*

I, Julia Rawl*, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument.*
Witness my hand and official seal, this 17th *day of* March*, 20*20*.*

JULIA RAWL NOTARY PUBLIC WAKE COUNTY NC

Julia Rawl
Notary Public
My commission expires: February 7, 2024

WAKE COUNTY, NC
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12-20-2019 AT 11:45:55

BOOK: 017691 PAGE: 01867 - 01869

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: $0.00

Real Estate ID No. 0188955

Prepared By and Mail to: Longleaf Law Partners (DEM), 2235 Gateway Access Point, Suite 201, Raleigh, NC 27607

Brief description for the Index: 1.25 acre tract near Rolesville Road

THIS DEED made this 12th day of December, 2019, by and between

GRANTOR	GRANTEE
The Watkins Family L.L.C., a North Carolina limited liability company 6528 Wilshire Drive Fuquay-Varina, NC 27526	Mitchell Mill Road Investors LLC, a North Carolina limited liability company P. O. Box 3557 Cary, NC 27519

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 the 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, parcel of land or condominium unit situated near the Town of Rolesville, Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

Submitted electronically by "Longleaf Law Partners"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed in its company name by its duly authorized official, on the date indicated in the acknowledgment of such execution.

The Watkins Family L.L.C.,
a North Carolina limited liability company

By: _____(SEAL)
Richard Watkins, Manager

State of North Carolina
County of Wake

I certify that the following person personally appeared before me this day and acknowledged to me that he executed the foregoing instrument in the capacity indicated: Richard Watkins, Manager of The Watkins Family L.L.C.

Date: 12/12/2019

(affix seal or stamp here)

ASHLEY SUMMEY
My Commission Expires
NOTARY PUBLIC
February 18, 2024
WAKE COUNTY, NC

_____
Notary Public

Printed/Typed Name: Ashley Summey

My Commission Expires: 2/18/2024

Mitchell Mill Overlap

Annexation Area

BEGINNING AT AN EXISTING IRON PIPE, SAID PIPE BEING SOUTH 69°05'38" EAST 27,688.52 FEET FROM NCGS SURVEY MONUMENT "DEISEL", SAID MONUMENT HAVING NC GRID COORDINATES (NAD 83 – 1986) OF N=789,627.371', E=2,134,362.972', THENCE FROM SAID BEGINNING POINT NORTH 05°36'20" WEST 242.19 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 89°43'51" EAST 163.13 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 05°27'45" WEST 257.42 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 89°36'05" EAST 24.00 FEET TO AND EXISTING IRON PIPE; THENCE SOUTH 06°51'15" EAST 264.00 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 88°28'45" WEST 165.00 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 01°01'29" EAST 231.03 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 87°39'19" WEST 9.67 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 12923 SQ. FT., 0.297 ACRES MORE OR LESS.

0.97 ACRE PARCEL (P.I.N. 1767-00-2153)

BEGINNING AT AN EXISTING IRON PIPE, SAID PIPE BEING THE FOLLOWING TWO CALLS FROM NCGS SURVEY MONUMENT "DEISEL", SAID MONUMENT HAVING NC GRID COORDINATES (NAD 83 – 1986) OF N=789,627.371', E=2,134,362.972', SAID CALLS ARE SOUTH 69°05'38" EAST 27,688.52 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 05°36'20" WEST 242.19 FEET TO THE POINT OF BEGINNING, THENCE FROM SAID BEGINNING POINT THENCE NORTH 05°57'55" WEST 259.57 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 89°36'05" EAST 165.60 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 05°27'45" EAST 257.42 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 89°43'51" WEST 163.13 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 42271 SQ. FT., 0.970 ACRES MORE OR LESS.

PIN: 1768002153
PIN Ext: 000
Real Estate ID: 0188955
Map Name: 1768 03
Owner: MITCHELL MILL ROAD INVESTORS LLC

Mail Address 1: PO BOX 3557
Mail Address 2: CARY NC 27519-3557
Mail Address 3:
Deed Book: 017691
Deed Page: 01867
Deed Acres: 1.25
Deed Date: 12/20/2019
Building Value: $0
Land Value: $39,000

Total Value: $39,000
Biling Class: Business
Description: HOLE BETWEEN WATKINS&BRADSHER&TENTEX PRP
Heated Area:
Street Name: UPCHURCH LN
Site Address: 5030 UPCHURCH LN
City:
Planning Jursidiction: RO
Township: Wake Forest
Year Built:
Sale Price: $0
Sale Date:
Use Type:
Design Style:

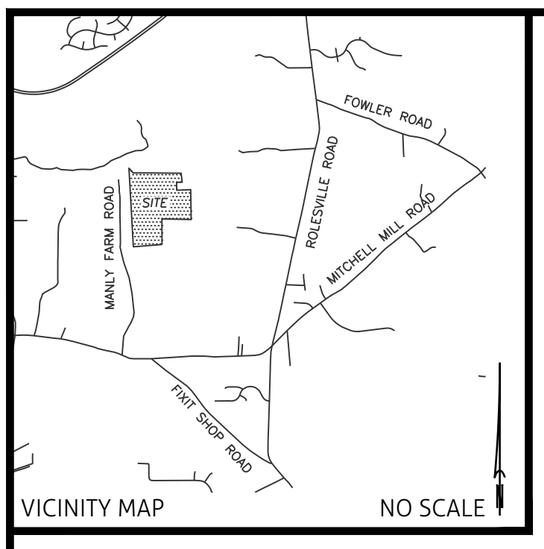
N

0 50 100 200 ft

1 inch = 100 feet

Disclaimer

*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use,or its interpretation.*



NOTES:

1. AREAS COMPUTED BY COORDINATE METHOD.
2. BASIS OF BEARINGS IS NAD 83 (1986) ADJUSTMENT
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. NO MONUMENTATION ESTABLISHED ON EASEMENT BOUNDARIES UNLESS OTHERWISE NOTED
5. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A F.E.M.A. DESIGNATED FLOODPLAIN PER FIRM MAP NUMBER 3720175700J, CID370468, AND WITH AN EFFECTIVE DATE OF MAY 02, 2006.

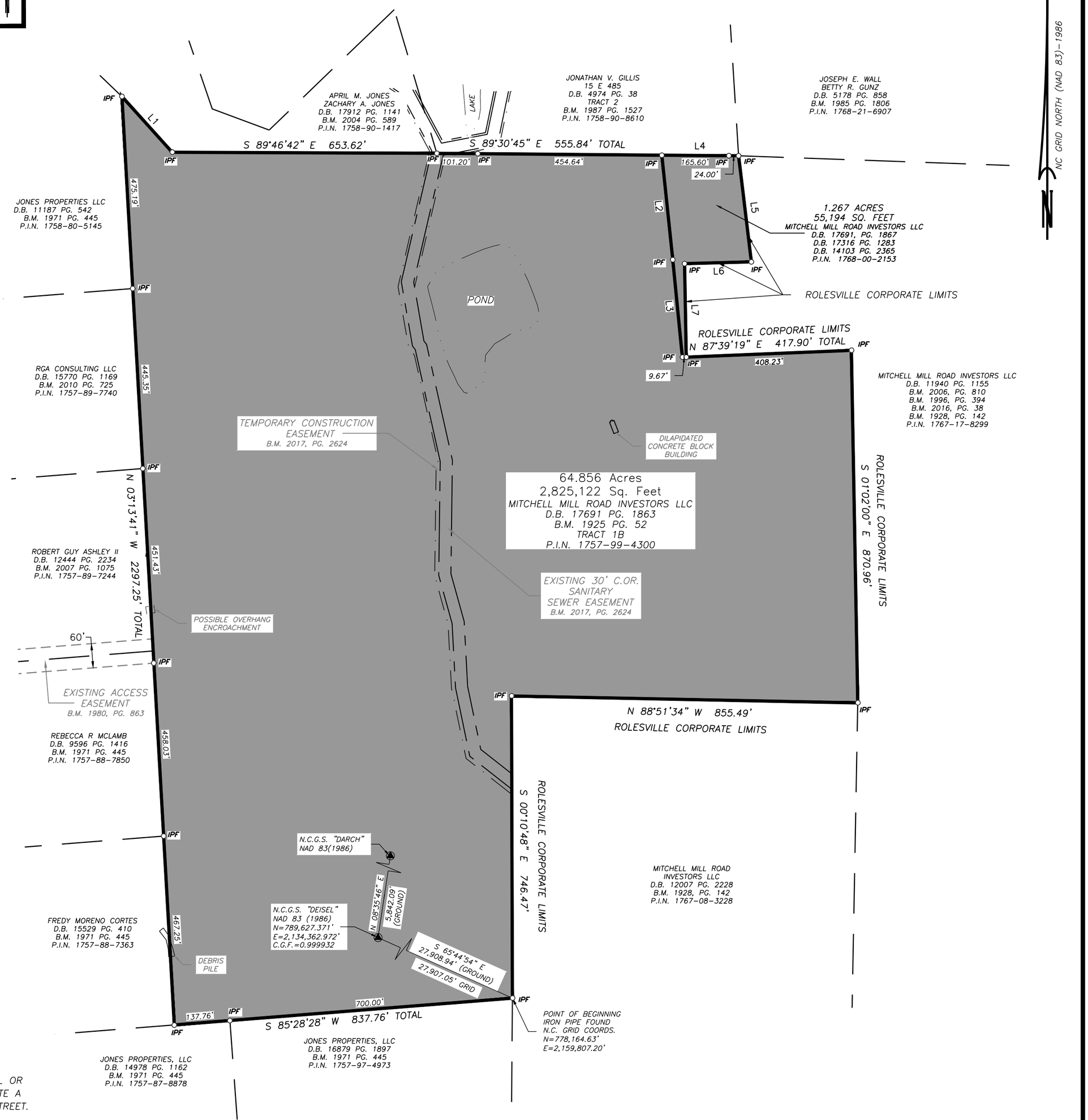
TOTAL ANNEXATION AREA

PIN: 1757-99-4300	64.856 Acres	2,825,122 Sq. Feet
PIN: 1768-00-2153	1.267 Acres	55,194 Sq. Feet
TOTAL AREA:	66.123 Acres	2,880,316 Sq. Feet

LEGEND (UNLESS OTHERWISE NOTED)

C.O.R.– CITY OF RALEIGH
ECM – EXISTING CONCRETE MONUMENT
IPF – IRON PIPE FOUND
IPS – IRON PIPE SET

ACCESS EASEMENT
ADJOINER LINE
BOUNDARY LINE
SANITARY SEWER EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
WATERWAY–POND
ANNEXATION AREA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 42°00'12" E	185.54'
L2	S 05°57'55" E	259.57'
L3	S 05°36'20" E	242.19'
L4	S 89°36'05" E	189.60'
L5	S 06°51'15" E	264.00'
L6	S 88°28'45" W	165.00'
L7	S 01°01'29" E	231.03'

TYPE OF PLAT

☒ C. THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

SURVEY CERTIFICATE

I, MATTHEW A. TIMBLIN, LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN DEED BOOK 5931, PAGE 93, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN SEE REFERENCES HEREON PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 36,660+ ; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47–30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 8TH DAY OF JULY, A.D., 2020.

MATTHEW A. TIMBLIN, PROFESSIONAL LAND SURVEYOR L–4844

PRELIMINARY PLAT NOT FOR CONVEYANCE, RECORDATION, OR SALES

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

REVISIONS:	DATE: 07-08-2020
	SCALE: 1"=200'
	SURVEYED BY: AM
	DRAWN BY: MT
	CHECK & CLOSURE BY: MT
	CAD FILE: BD_18119 UPDATE 7-7-20.dwg
	PROJECT NO: 5180792

ANNEXATION MAP FOR
TOWN OF ROLESVILLE
PROPERTY OF
MITCHELL MILL ROAD INVESTORS LLC

TOWNSHIP: WAKE FOREST	COUNTY: WAKE	STATE: NORTH CAROLINA
P.I.N.: 1757-99-4300, 1768-00-2153	ZONING: R-1	SHEET: 1 of 1

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511
t: 919.469.3340 | license #: C-0832 |
www.withersravenel.com

K:\Survey\18\18-0790\180792-The Watkins Family Parcel\Geomatics\Res-Com\Drawings\BD_18119 UPDATE 7-7-20.dwg- Wednesday, July 8, 2020 4:56:25 PM - TIMBLIN, MATT

Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: July 15, 2020
Re: Resolution to Adopt the ADA Transition Plan, Agenda Item #B.4.

Background

The Americans with Disabilities Act (ADA) is a federal law that provides protection to individuals with disabilities and provides them with equal opportunity to participate in and benefit from a government's services, programs, and activities. Towns with more than 50 employees must develop a written plan that includes identified modifications, grievance procedures, and an ADA Coordinator.

Staff presented a proposed ADA Transition Plan to the Town Board at a public meeting on July 7, 2020 and invited members of the public to speak. In addition, the draft plan has been made available to the public for comment on the Town's website for over two weeks.

Based upon feedback from the July 7 meeting, the public comments page (page 11) was revised to more accurately reflect the source of the responses. No other changes have been made to draft plan, and no additional public comments have been received since the July 7 public meeting.

Board Options

Adopt the ADA Transition Plan or wait until a later meeting date.

Recommended Action

Make a motion to adopt Resolution 2020-R-14 Adopting the Americans with Disabilities Act (ADA) Transition Plan.

Attachments:

- Resolution 2020-R-14 Adopting the Americans with Disabilities Act (ADA) Transition Plan
- ADA Transition Plan

2020-R-14

RESOLUTION ADOPTING THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN

WHEREAS, The Town of Rolesville is committed to providing programs and services that are accessible to persons with disabilities, and

WHEREAS, Title II of the Americans with Disabilities Act (ADA) applies to State and local government entities and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities, and

WHEREAS, Title II of the ADA mandates that a public entity with more than 50 employees develop a transition plan which describes how that public entity will ensure its facilities, services, programs, and activities are accessible, and

WHEREAS, the Town has solicited public comments on its proposed ADA Transition Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Rolesville hereby adopts the Town of Rolesville's Americans with Disabilities Act (ADA) Transition Plan, a copy of which is attached and made part of this Resolution.

Approved this 21st day of July 2020.

_____
Ronnie I. Currin
Mayor

[SEAL]

_____
Robin E. Peyton
Town Clerk

ADA Transition Plan
July 2020

I. Introduction

A. Americans with Disabilities Act*

The Americans with Disabilities Act (ADA) is a civil rights law prohibiting discrimination against individuals based on disability. It was enacted July 26, 1990 and amended in 2008 with the ADA Amendments Act. It consists of five titles:

1. ADA Title I: Employment

Title I requires employers with fifteen or more employees to provide qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others. It prohibits discrimination in recruitment, hiring, promotions, training, pay, social activities, and other privileges of employment. It restricts questions that can be asked about an applicant's disability before a job offer is made, and it requires that employers make reasonable accommodation to the known physical or mental limitations of otherwise qualified individuals with disabilities, unless it results in undue hardship.

Title I complaints may be filed with the U.S. Equal Employment Opportunity Commission (EEOC) within 180 days of the date of discrimination, or 300 days if the charge is filed with a designated state or local fair employment practice agency. Individuals may file a lawsuit in Federal court only after they receive a "right-to-sue" letter from the EEOC.

2. ADA Title II: State and Local Government Activities

Title II of the ADA pertains to the programs, activities and services provided by public entities. The Town of Rolesville must comply with this section of the Act, as it specifically applies to public service agencies. Title II states "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity".

Title II of ADA is companion legislation to two previous federal statutes and regulations. The Architectural Barriers Act of 1968 requires that facilities designed, built, altered or leased with Federal funds be accessible. Section 504 of the Rehabilitation Act of 1973 protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of the ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

Public entities are not required to take actions that would result in undue financial and administrative burdens, but they are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided. Requests for Accommodations and Title II concerns or complaints are handled by the ADA Coordinator.

Title II complaints may be filed with the Department of Justice within 180 days of the date of discrimination. In certain situations, cases may be referred to a mediation program sponsored by the Department. The Department may bring a lawsuit where it has investigated a matter and has been unable to resolve violations.

3. ADA Title III: Public Accommodations

Title III prohibits discrimination by businesses and nonprofit service providers on the basis of disabilities in places of public accommodations, commercial facilities, and private entities that offer certain examination and courses related to educational and occupational certification. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Public accommodations must comply with basic nondiscrimination requirements that prohibit exclusion, segregation, and unequal treatment. They also must comply with specific requirements related to architectural standards for new and altered buildings; reasonable modifications to policies, practices, and procedures; effective communication with people with hearing, vision, or speech disabilities; and other access requirements. Additionally, public accommodations must remove barriers in existing buildings where it is easy to do so without much difficulty or expense, given the public accommodation's resources. All building permit applications for public accommodations are evaluated for their compliance with current ADA and North Carolina Accessibility Code Standards.

Complaints of Title III violations may be filed with the Department of Justice. In certain situations, cases may be referred to a mediation program sponsored by the Department. The Department is authorized to bring a lawsuit where there is a pattern or practice of discrimination in violation of Title III, or where an act of discrimination raises an issue of general public importance. Title III may also be enforced through private lawsuits. It is not necessary to file a complaint with the Department of Justice (or any Federal agency), or to receive a "right-to-sue" letter, before going to court.

4. ADA Title IV: Telecommunications Relay Services

Title IV addresses telephone and television access for people with hearing and speech disabilities. It requires common carriers (telephone companies) to establish interstate and intrastate telecommunications relay services (TRS) 24 hours a day, 7 days a week. TRS enables callers with hearing and speech disabilities who use telecommunications devices for the deaf (TDDs), which are also known as teletypewriters (TTYs), and callers who use voice telephones to communicate with each other through a third party communications assistant. Many people who are Deaf or Hard of Hearing also use Video Relay Services and captioned telephones.

The Federal Communications Commission (FCC) has set minimum standards for TRS services. Title IV also requires closed captioning of federally funded public service announcements. For more information about TRS, contact the Federal Communications Commission.

5. ADA Title V: Miscellaneous Provisions

Title V clarifies that both states and Congress are covered by all provisions of the ADA. It also provides for recovery of legal fees for successful proceedings pursuant to the Act and establishes a mechanism for technical assistance along with specific instructions to many federal agencies required to implement the Act. Additionally, Title V includes a provision prohibiting either (a) coercing or threatening or (b) retaliating against people with disabilities or those attempting to aid people with disabilities in asserting their rights under the ADA.

**Information for this Section of the Transition Plan is from the U.S. Department of Justice, The ADA Guide for Small Towns*

B. Agency Title II Requirements

Under Title II of the ADA, the Town of Rolesville must meet these general requirements:

- Must operate programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities [28 CFR Sec. 35.150].
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability [28 CFR Sec. 35.130 (a)].
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result [28 CFR Sec. 35.130(b)(7)].
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective [28 CFR Sec. 35.130(b)(iv) and (d)].
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others [29 CFR Sec. 35.160(a)].
- Must designate at least one responsible employee to coordinate ADA compliance [28 CFR Sec. 35.107(a)]. This person is typically referred to as the ADA Coordinator. The public entity must provide the ADA Coordinator's name, office address, and telephone number to all interested individuals [28 CFR Sec. 35.107(a)].
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II of the ADA to applicants, participants, beneficiaries, employees, and other interested persons [28 CFR Sec. 35.106]. The notice must include the identification of the employee serving as the ADA Coordinator and must provide this information on an ongoing basis [28 CFR Sec. 104.8(a)].
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints [28 CFR Sec. 35.107(b)]. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

C. Plan Monitoring and Management

This Transition Plan is considered a living document that will continue to be updated as conditions within the Town evolve. A review of the document will be conducted at least once per year, to identify any need for updates. Any substantive updates to the main body of this document will include a public comment period to continue the Town's public outreach efforts. The ADA Transition Plan will be updated and presented to Town Board every five years.

The Town of Rolesville recognizes that ADA compliance is an ongoing responsibility, which will require monitoring to identify future accessibility issues that may be encountered. For example, facilities that currently meet ADA requirements could fall out of compliance due to factors such as damage, disrepair, or changes within public rights-of-way. Therefore, an annual review of the status of the on-going monitoring/inspection program will correlate with the formulation of the yearly Capital Improvement Plan. Town employees and community stakeholders are encouraged to report any accessibility concerns or deficiencies that are identified.

II. Public Notice of Town Policy

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the Town of Rolesville will not discriminate against qualified individuals based on disability in Town services, programs or activities. With the adoption of this Transition Plan, the Town Board of Commissioners adopts the following statement of policies:

A. Employment

The Town does not discriminate based on disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA).

B. Effective Communication

The Town will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Town's programs, services, and activities, including qualified sign language interpreters and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

C. Modifications to Policies and Procedures

The Town will make all reasonable modifications to policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy all Town programs, services and activities.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a Town program, service or activity, should contact the office of the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

Complaints that a program, service, or activity of the Town of Rolesville is not accessible to persons with disabilities should be directed to the ADA Coordinator.

The ADA does not require the Town to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The Town will not place a surcharge of fee on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

III. Self-Evaluation

Under Title II of the ADA, public entities are required to perform a self-evaluation of their current services, policies, and practices with regard to accessibility. The goal of the self-evaluation is to verify that the agency is providing adequate accessibility and not adversely affecting the full participation of individuals with disabilities.

This self-evaluation should include a review of the agency's entire public program, including all facilities on public property and within public rights-of-way, in order to identify any obstacles or barriers to accessibility that need to be addressed.

The Town recognizes that overcoming accessibility challenges is a continuous effort. While some challenges may be addressed with minimal action and financial commitment, others require significant investment in both time and money. Short term actions may be taken by individual Town departments with funding allocated through the annual operating budget. Longer-term and more costly efforts are identified and managed through the Town's Capital Improvement Plan (CIP).

A. Communications, Information, and Facility Signage

Inventory and Findings

Employment Notices
Compliance with ADA requirements is reflected in the Town's Personnel Policy Manual, Article IV – Recruitment and Employment, Section 1 – Equal Employment Opportunity Policy: "...Applicants with physical disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of duties with or without reasonable accommodation." The next update of the Personnel Policy will delete the word "physical" in order to better reflect actual practices.

Correspondence and Printed Documents
Future meeting notices, agendas, mailings, and public information (press releases, brochures, flyers, etc) should meet the following guidelines:

- Documents will use: no less than 12 point font; san serif font such as Arial, Calibri, Helvetica, or Tahoma; non-justified text; and no reverse type (white letters on black).
- Documents should include the statement: "The Town of Rolesville is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act. Should you need assistance or a particular accommodation for this meeting please contact the ADA Coordinator."

Where needed, the Town will provide large print documents or other specialized communication means for those with vision disabilities

Public Meetings
Individuals who are Deaf or Hard of Hearing should contact the Town Clerk no later than 48 business hours prior to a scheduled public meeting to facilitate the Town's provision of an interpreter for the duration of the public meeting.

Future PowerPoint presentations at public meetings should meet the following guidelines: no less than 18 point font; san serif font such as Arial, Calibri, Helvetica, or Tahoma; no blinking or flashing animations; hyperlink text should describe the directed website.

Website
The Town's website is designed with the creation of Alt Tags for all images and video. Users with vision impairments can 'mouse' over the image and then read the description through their enhanced technology.

The webpage allows users to use assistive technology (such as Braille reader, a screen reader, or text telephone) and provides contact information in the event that the format of any material on the website is inaccessible. We ask that individuals requesting an accommodation indicate the nature of their disability, the preferred format in which to receive the material, the web address of the requested information and their contact information.

B. Public Buildings and Spaces

Inventory

The Town has conducted a detailed accessibility evaluation of each of its building facilities based on ADA guidance, North Carolina State Building Code, and other established resources. Examples of these types of facilities include recreational areas, playgrounds, shelters, office buildings, parking areas and other types of public buildings and structures.

The Town of Rolesville is responsible for the following publicly accessible buildings:

Town Hall & Community Center	School Park Restroom & Concession Stand
Police Department	School Park Shelter
105A W Young Street Building	RMS Restrooms & Concession Stand
Main Street Park Restrooms	Mill Bridge Amphitheater
Main Street Park Picnic Shelters A-D	
Main Street Park Gazebo	
Main Street Park Playground	

Each public-access building and facility was reviewed for accessibility. The barriers were ranked according to priority and a cost estimate was made. The Town plans to address High priority items from this list over the next two years through funding in the Capital Improvements Plan. The remaining items will be addressed in priority order over the following years, with a goal of having all items complete within a ten-year period. Some items may receive accelerated funding, if they are associated with other planned projects and can be incorporated into project plans. The review also considered areas accessed by employees-only; those areas will be addressed as needed to provide reasonable accommodation.

Findings

Area	Condition	Rank	Est Cost
Town Hall & Community Center			
Parking	Cross slopes and running slopes of parking spaces	High	10,125
Southwest Exterior	Gutter slopes and cross slopes of ramps and sidewalks	Med-High	11,475
General	Non-compliant signage	Medium	1,350
Meeting Hall	Handrails	Medium	1,350
Men's Restroom	Door handles, coat hooks, toilet placement	Low-Med	2,401
Women's Restroom	Door handles, coat hooks, toilet placement	Low-Med	2,401
Men's Restroom (L)	Toilet paper rack, towel dispenser, clear floor space	Low-Med	5,401
Women's Restroom (L)	Door handle, towel dispense, side grab bar	Low	1,351
Police Department			
Parking	No accessible parking stall	High	2,025
General	Sign location	Medium	
General	Non-compliant signage	Medium	2,025
Lobby	Counter height	Medium	3,375
105A West Young Street			
Exterior	Cross slope, no accessible route	Medium	5,400
Entrance	Knob hardware, opening, pull side clearance	Medium	7,088
Main Room	Knob hardware, door opening, pull side clearance	Medium	7,088
Restroom	Non-compliant restroom.	Medium	8,775

Main Street Park			
Parking	Number of spaces, height of signage	Med-High	1,013
Trails	Cross slopes, running slopes, changes in level, no accessible route	Med-High	99,900
Shelter A	No accessible tables, no accessible route	Medium	2,025
Shelter B	Running slope, no accessible tables, no accessible route	Med-High	3,375
Shelter C	Cross slope, no accessible tables, no accessible route	Medium	3,375
Shelter D	Cross slope, no accessible tables, no accessible route	Medium	4,050
Playground 1	No accessible route	Medium	2,025
Playground 2	Cross slope, no transfer support	Medium	2,025
Gazebo	Cross slopes	Med-High	12,825
Men’s Restroom	Toilet placement, rear grab bar, sink height	Medium	4,725
Women’s Restroom	Rear grab bar, sink height, flush handle, coat hook	Low-Med	5,063
Community School Park			
Exterior	Abrupt level changes, cross slopes	Medium	9,450
Pavilion	Elevation change to grill	Medium	675
Men's Restroom	Door closure, door handle, coat hook, pipe insulation, push clearance	Low-Med	4,727
Women's Restroom	Flush handle, door closure, door handles, coat hook, pipe insulation, push clearance	Low-Med	6,752
Concession	Counter height, drinking fountains	Medium	8,100
Rolesville Middle School			
Parking	Access aisle, running slopes, cross slopes	High	20,925
Exterior	Sidewalk running slopes, cross slopes	High	8,775
Mill Bridge Nature Park			
Exterior	Cross slopes	Med-High	14,850
Amphitheater	No accessible route, no accessible seating	High	12,825

C. Pedestrian Facilities and Public Rights-of-Way

Inventory
Pedestrian facilities include structures such as sidewalks, curb ramps, pedestrian crossings, pedestrian signals and pushbuttons, and bus stops.

Town-Maintained Streets
In order to bring pedestrian facilities to current ADA standards, the Town makes updates during scheduled street and utility improvement projects. As projects are carried out, pedestrian facilities impacted by these projects are designed and/or upgraded to current ADA accessibility standards.

State-Maintained Streets
Pedestrian improvements on these streets requires external coordination with the North Carolina Department of Transportation (NCDOT) and the Capital Area Metropolitan Planning Organization (CAMPO). These external agencies maintain long-range planning and capital programming documents for a majority of the Town's transportation network. Coordination is necessary to ensure that planning and programming documents align with ADA compliance priorities.

The Town is currently coordinating with the North Carolina Department of Transportation to use funds from the Transportation Alternatives Program (TAP) to bring several curb ramps into compliance with current ADA standards through replacement and retrofit. That project is currently scheduled to have a March 2022 release date.

The following intersections have been requested for improvement:

- 303 N Main Street
- Bowling Drive at Main Street
- 213 N Main Street
- Williams Street at Main Street
- Perry Street at N Main Street
- School Street at N Main Street
- Redford Place Drive at N Main Street
- 408 S Main Street
- 410 S Main Street
- 413 S Main Street
- 414 S Main Street
- 415 S Main Street
- 420 S Main Street
- 500 S Main Street
- 501 S Main Street
- Storage Drive at S Main Street
- Wall Creek Road at S Main Street
- Southtown Circle at S Main Street
- Burlington Mills Road at S Main Street
- Village Waters Road at E Young Street
- Perry Street at E Young Street
- Pulley Street at E Young Street
- Scarborough Street at W Young Street
- Granite Falls Boulevard at W Young Street
- Cotton Paws Road at W Young Street
- Daniels Park Road at W Young Street
- Big Willow Way at W Young Street
- Magnolia View Lane at W Young Street

IV. Public Outreach

Public entities are required to provide an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. Input from the community has been gathered and used to help define priority areas for improvements within the jurisdiction of the Town of Rolesville.

A. Public Comments from Website

The Draft Transition Plan was made available for public comment on the Town's website at www.RolesvilleNC.gov and at the Rolesville Town Hall. The Town gave notice that the draft Plan was available for review and that a public input meeting was scheduled for July 7, 2020 at 7pm at Rolesville Town Hall for the public to hear the results of the self-evaluation as well as an opportunity to provide feedback.

B. Public Hearing

This document was also presented to the Town Board on July 7, 2020. During this public meeting, staff briefed the Town Board on the results of the self-evaluation and conveyed the short and long-term strategies. The public was invited to comment during this public hearing.

C. Distribution to Community Agencies

Staff also made contact with several groups in the region who provide service and support to persons with disabilities. This helped bring greater awareness of the draft Transition Plan, as well as aided in building relationships and local partnerships.

Alliance of Disability Advocates
3725 National Drive, Suite 105
Raleigh, NC 27612

Council of Developmental Disabilities
NC Department of Health and Human Services
820 South Boylan Avenue
Raleigh, NC 27603

Raleigh Mayor's Committee for Persons with Disabilities
222 West Hargett Street
Raleigh, NC 27601

City of Raleigh, Community Relations Administrator & ADA Coordinator
222 West Hargett Street
Raleigh, NC 27601

NC Vocational Rehabilitation Services
4900 Waters Edge Drive
Raleigh, NC 27606

D. Summary of Public Review

Comments from General Public:

- None received

Comments from Community Agencies:

- Page 1: Good use of people first language such as using "individuals with disabilities."
- Page 2: ADA Title IV: Might be helpful to mention that many Deaf people now use Video Relay Services, and many Hard of Hearing people use some type of captioned telephone.
- Page 2: ADA Title V: Suggest changing "the disabled" to "people with disabilities".
- Page 3 & 5: Like how this plan is considered a living document and how "overcoming accessibility challenges is a continuous effort."
- Page 3: Provide more description on how the plan will be updated over time and how the implementation will be reviewed for progress.
- Page 6: The "employment notice" should say people with disabilities instead of physical disabilities specifically.
- Page 6: Reword employment notice: "…in which their disabilities do not represent an unreasonable accommodation to allow for satisfactory performance…"
- Page 6: Public Meetings: Instead of "Individuals with impaired hearing," use the term "Individuals who are Deaf or Hard of Hearing." Consider offering real-time captioning or other accommodation in addition to an interpreter. Not all Deaf or Hard of Hearing people know sign language.
- Page 6: Note communication accommodations due to language barriers (e.g. English to Spanish).
- Page 6: Have you considered assisted listening devices that will always be on hand if needed?
- Page 6: Website: Consider making videos accessible to Deaf and Hard of Hearing people through captioning. Replace the term "Impaired users" with "Users with visual impairments".
- Page 8: Main Street Park: Can apply for funding from The NC Parks and Recreation Trust Fund for assistance with funding accessibility improvements.
- Page 9: Define what is considered a pedestrian facility.
- Grievance Form: Like the form. Add what resolution the complainant is seeking to the form.
- Various: grammatical and wording suggestions.

V. Grievance Procedure

Step 1. File the grievance

Complete the ADA Grievance Form, or prepare a written grievance that includes the following:
Name, address, and phone number of the person filing the grievance;
Location of the alleged violation; and
Description of the alleged violation and the remedy sought.

Step 2. Acknowledgement

Town of Rolesville will send an acknowledgement within 12 working days of receipt of the grievance.

Step 3. Informal resolution

Within 60 calendar days of receipt, Town of Rolesville will complete the investigation necessary to determine the validity of the alleged violation. If appropriate, the ADA Coordinator will arrange to meet with the grievant to discuss the matter and attempt to reach an informal resolution of the grievance. Any informal resolution of the grievance shall be documented in the ADA Coordinator file and the case will be closed.

Step 4. Written determination

If an informal resolution of the grievance is not reached in Step 3, within 75 calendar days of receipt of the grievance, a written determination as to the validity of the complaint, and description of the resolution, if appropriate, shall be forwarded by ADA Coordinator to the Town Manager for approval.

Step 5. Final determination and resolution

Town of Rolesville shall communicate the determination and resolution to the grievant within 90 calendar days of receipt of the grievance, unless the Town Manager authorizes additional time for further consideration of the grievance. Any authorized extension of time will be communicated to the grievant. Any request for reconsideration of Town of Rolesville's response to the grievance shall be at the discretion of the Town Manager. If the grievant is not satisfied with Town handling of the grievance at any stage of the process, or does not wish to file a grievance through Town of Rolesville's ADA Title II Grievance Procedure, the grievant may file a complaint directly with the U. S. Department of Justice or other appropriate state or federal agency.

Use of Town's grievance procedure is not a prerequisite to the pursuit of other remedies. The resolution of any specific grievance will require consideration of varying circumstances, such as the specific nature of the disability; the nature of the access to services, programs, or facilities at issue, the essential eligibility requirements for participation; the health and safety of others; and the degree to which an accommodation would constitute a fundamental alteration to the program, service, or facility, or cause an undue hardship to the Town of Rolesville. Accordingly, the resolution by the Town of Rolesville of any one grievance does not constitute a precedent upon which Town of Rolesville is bound or upon which other complainants may rely.

File Maintenance

The Town of Rolesville ADA Coordinator shall maintain ADA Grievance files for three years.

Town of Rolesville
ADA GRIEVANCE FORM

Name	
Address	
Phone	
Email	

Location of the Problem	
Description of the Problem and Remedy Sought	

I certify that the above statement is accurate and filled out to the best of my ability and knowledge.

_____

Signature Date

Return completed form to:
ADA Coordinator
PO Box 250
502 Southtown Circle
Rolesville, NC 27571
Phone: (919) 556-3506

VI. Contact Information

ADA Title II Coordinator (external)

In accordance with 28 CFR 35.107(a), the Town of Rolesville has designated the following individual to serve as ADA Title II Coordinator, to oversee the Town's policies and procedures:

Name: Mical McFarland
Job Title: Community and Economic Development Manager
Office Address: PO Box 250, 502 Southtown Cir, Rolesville, NC 27571
Phone: (919) 556-3506
Fax: (919) 556-6852
E-mail: mical.mcfarland@rolesville.nc.gov

ADA Title II Coordinator (internal)

In accordance with 28 CFR 35.107(a), the Town of Rolesville has designated the following individual to serve as ADA Title II Coordinator, to oversee the Town's policies and procedures:

Name: Dieva Hill
Job Title: Human Resources Analyst
Office Address: PO Box 250, 502 Southtown Cir, Rolesville, NC 27571
Phone: (919) 556-3506
Fax: (919) 556-6852
E-mail: dieva.hill@rolesville.nc.gov

Memo

To: Mayor and Town Commissioners

From: Julie Spriggs, GISP, CFM, CZO – Planner II

Date: July 15, 2020

Re: Item C.1. Ordinance Text Amendment: TA 20-03, Amendment to Article 10: Parking and Loading Requirements, Section 10.1.10 Number of Required Off-Street Parking Spaces and Article 16: Definitions, Section 16.3 Definitions of Commonly Used Terms and Words.

Summary Information:

An application for a text amendment to the Unified Development Ordinance was submitted by Taft Mills Group that requested an amendment to Article 10: Parking and Loading Requirements, Section 10.1.10 Number of Required Off-Street Parking Spaces to reduce the number of required parking spaces for multifamily senior housing from two spaces per dwelling unit to one space per dwelling unit.

Transportation Consultants Ramey Kemp Associates has reviewed the applicant's request for a parking reduction based on use. Data were collected at similar, existing sites and recommended to be consistent with industry findings and parking rates per the Institute of Transportation Engineers Parking Generation Manual, 5th edition.

The current use table in Section 10.1.10 does not differentiate between multifamily uses. The applicant has proposed an additional use to the table to separate multifamily from multifamily senior housing. In addition to the parking standards amendment, the staff is proposing a definition of senior housing to be added to Article 16: Definitions, Section 16.3 Definitions of Commonly Used Terms and Words to clarify this separation of uses.

The Rolesville Comprehensive Plan encourages updates to development standards that help alleviate the demands surface parking puts on developers to create a stronger streetscape and walkable environment as Goal D4. Goal LU2 discusses addressing

multifamily housing demands emphasizing design quality by applying elements of form-based code to ensure quality construction and design.

The Rolesville Comprehensive Plan also encourages revisions to the Unified Development Ordinance when the current standards are not following current demands and practices of the needs of the community. The proposed text amendment will address such a condition of the UDO and will serve in the public interest. The change is consistent with the Rolesville Comprehensive Plan to allow provisions to be revised to the minimum design standards in consideration to surrounding communities.

Planning Staff Recommendation:

Staff recommends approval of the UDO TA 20-03, to amend Article 10: Parking and Loading Requirements, Section 10.1.10 Number of Required Off-Street Parking Spaces and Article 16: Definitions, Section 16.3 Definitions of Commonly Used Terms and Words, and make the necessary statutory findings and recommendations to the Town Board of Commissioners.

Planning Board Recommendation:

On June 1, 2020, the Planning Board unanimously voted to recommend approval of UDO TA 20-03. The request is reasonable and in the public interest; the change is consistent with the Rolesville Comprehensive Plan to allow provisions to be revised to the minimum design standards in consideration to surrounding communities.

Suggested Board Motion:

I make a motion to approve the requested UDO TA 20-03, Amendment to Article 10: Parking and Loading Requirements, Section 10.1.10 Number of Required Off-Street Parking Spaces, and Article 16: Definitions, Section 16.3 Definitions of Commonly Used Terms and Words and the resolution No.2020-R-15, Consistency Statement.

Attachments:

1. UDO TA 20-03 - Amendment to Article 10: Parking and Loading Requirements, Section 10.1.10 Number of Required Off-Street Parking Spaces and Article 16: Definitions, Section 16.3 Definitions of Commonly Used Terms and Words
2. UDO TA 20-03 – Application
3. UDO TA 20-03 – Parking Reduction Text Amendment Request
4. UDO TA 20-03 – Resolution No 2020 R-15 Consistency Statement

PROPOSAL TO AMEND
THE CODE OF ORDINANCES,
TOWN OF ROLESVILLE, NORTH CAROLINA
Case Number UDO TA 20-03

WHEREAS, North Carolina General Statute Section NC Chapter 160A; Article 19, Part, Zoning; Section 160A-381, Grant of power; authorizes local governments by ordinance to regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lots that may be occupied, the size of yards, courts and other open space, the density of population, the location and use of buildings, structures and land'

WHEREAS, the Town of Rolesville Board of Commissioners firmly believes that it is in the public interest to amend the Town's Unified Development Ordinance described herein below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF ROLESVILLE, NORTH CAROLINA:

SECTION 1. That Article 10: Parking and Loading Requirements; Section 10.1 Off-Street Parking Requirements; Subsection 10.1.10, be amended to read as follows:

- ☐ Addition
- ☐ Deletion
- ✓ Alteration (additions are *italicized* and deletions are ~~struck through~~)

USES	**NUMBER OF REQUIRED OFF-STREET PARKING SPACES**
RESIDENTIAL	
Dwellings, single and two family	Two spaces per dwelling unit
Dwellings, multi-family *excluding senior housing*	Two spaces for each dwelling unit plus one-half per bedroom over two bedrooms plus one visitor space for each four dwelling units
Dwellings, multi-family senior housing	*One space per dwelling unit*
Townhouses	Two spaces for each dwelling unit plus one-half per bedroom over two bedrooms plus one visitor space for each four dwelling units

Group housing, such as boarding houses, dormitories, and similar establishments	One and two-tenths spaces for each bedroom
Mobile homes on individual lots	Two spaces per mobile home
Mobile home parks	Two spaces for each visitor home plus one visitor parking space for each four mobile homes

SECTION 2. That Article 16: Definitions; Section 16.3 Definition of Commonly Used Terms and Words, be amended to read as follows:

- ☐ Addition
- ☐ Deletion
- ✓ Alteration (additions are *italicized* and deletions are ~~struck through)~~

Senior Housing: Age restricted housing consistent with the Department of Housing and Urban Development guidelines for the Fair Housing Act: Housing for Older Persons.

SECTION 3. Effective Date. This ordinance shall become effective on the date of its adoption by the Board of Commissioners.

Adopted this ___ day of _____, 2020 by the Town of Rolesville Board of Commissioners.

_____
Ronnie I. Currin
Town of Rolesville Mayor

CERTIFICATION

I, _____, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on this ___ day of _____, 2020.

In witness whereof, I have hereunto set my hand and caused the seal of the Town of Rolesville to be affixed this ___ day of _____, 2020.

_____
Robin Peyton
(seal) Town Clerk

Rolesville
Genuine Community • Capital Connection
Est. 1837

Case No._____

Date _____

Text Amendment Application

Contact Information

Name Dustin Mills

Address 2217 Stantonsburg Road City/State/Zip Greenville, NC 27835

Phone (252) 916-2691 Email Dustin@taftmillsgroup.com

Amendment Information

This petition is to amend the Unified Development Ordinance Section(s) 10.1.10

to allow one (1.0) parking space per unit for Dwelling, multi-family elderly

as a ☐ *permitted use* ☐ *conditional use* ☐ *special use*

in the All zoning classifications that allow muti-family. Permitted, conditional, special use follow district rules *zoning district.*

Applicant Signature

I hereby certify that the information contained herein is true and completed. I understand that if any item is found to be otherwise after evidentiary hearing before the Town Board of Commissioners, that the action of the Board may be invalidated.

Signature _____ Date 3.6.20

STATE OF NORTH CAROLINA

COUNTY OF Pitt

I, a Notary Public, do hereby certify that Dustin Mills

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. This the 9th *day of* March *20* 20 .

My commission expires 09-19-2022.

Signature _____ Seal

TRISTAN D WILLIAMS
NOTARY
PUBLIC
MARTIN COUNTY, NC

Rolesville
Genuine Community • Capital Connection
Est. 1837

Case No._____

Date _____

Text Amendment Application

Description of Proposed Use

Change required parking spaces for Dwelling, multi-family to include a separate classification for Dwelling, multi-family elderly. This classification would apply to multi-family properties with a deed restriction that requires at least one resident of each unit to be at least 55 years old. The required parking in Dwelling, multi-family elderly would be 1.0 spaces per unit. This change would require adding Dwelling, multi-family elderly as a new zoning classification. We propose that the zones that this new classification be Permitted, Conditional, or Special Use follow the current allowable uses of Dwelling, multi-family. We propose that all other requirements of Dwelling, multi-family also apply to Dwelling, multi-family elderly.

Justification

TMG
TAFT MILLS
GROUP

March 6, 2020

Mr. Danny Johnson, AICP
Planning Director
Town of Rolesville
Rolesville, NC 27571

RE: Text Amendment Request
Senior Housing Parking Requirements

Dear Mr. Johnson,

Thanks once again for your time recently to discuss the age-restricted development that we are proposing on Granite Falls Place in Rolesville. As a reminder, we discussed our need to seek a parking reduction for the aforementioned development. Your suggestion during that meeting was to submit a text amendment for municipal consideration that would propose possible terms for a parking reduction. That proposed text amendment follows for your review and consideration.

Per our discussion, we feel strongly that parking for age-restricted properties should be differentiated from properties that serve all ages. We base our position on this matter as an owner of age-restricted communities as well as data that we have compiled at properties that have excessive parking and, thus, unnecessary impervious surfaces. As part of our submission, we are attaching a letter from Ramey Kemp that supports our position in this matter.

Please review the attached information at your convenience. Please don't hesitate to let me know if, upon your review, you determine any edits that need to be made or you require additional data and/or details. Should you need to reach me directly, my email is dustintmills@gmail.com and my cell is 252-916-2691.

Warmest Regards,

Dustin T. Mills, MBA, MSc.
President / Partner

RAMEY KEMP ASSOCIATES
Moving forward.

T 919 872 5115

5808 Faringdon Place
Raleigh, NC 27609

March 6, 2020

To: Dustin Mills
Taft-Mills Group, LLC
dustin@taftmillsgroup.com

From: Joshua Reinke, PE
Ramey Kemp Associates
jreinke@rameykemp.com

Subject: Parking Reduction Text Amendment – Rolesville UDO Section 10.1.10

Mr. Mills,

Ramey Kemp Associates has reviewed the information provided by Taft-Mills Group, LLC concerning the text amendment request to the Rolesville Unified Development Ordinance (UDO) Section 10.1.10 as it relates to age-restricted, multi-family dwelling unit parking requirements. The information provided consists of data collected at similar, existing sites, example parking requirements from the City of Charlotte's UDO, as well as recommended parking rates per the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th edition.

Overall, the information provided, and parking rates identified for age-restricted, multi-family dwelling units are consistent with industry findings.

USES	NUMBER OF REQUIRED OFF-STREET PARKING SPACES
RESIDENTIAL	
Dwellings, single and two family	Two spaces per dwelling unit
Dwellings, multi-family	Two spaces for each dwelling unit plus one-half per bedroom over two bedrooms plus one visitor space for each four dwelling units
Dwellings, multi-family elderly	One space for each dwelling unit
Townhouses	Two spaces for each dwelling unit plus one-half per bedroom over two bedrooms plus one visitor space for each four dwelling units
Group housing, such as boarding houses, dormitories, and similar establishments	One and two-tenths spaces for each bedroom
Mobile homes on individual lots	Two spaces per mobile home

The Town of Rolesville Unified Development Ordinance ("UDO") addresses off-street parking requirements in Section 10.1. The Table in Section 10.1.10 specifies the number of required off-street parking spaces for each use. The requirement for Dwelling, multi-family requires two spaces for each dwelling unit plus one-half per bedroom over two bedrooms plus one visitor space for each four dwelling units. The UDO does not make a distinction between generally occupancy and age restricted multi-family housing. Based on the following reasons, this text amendment is requested to reduce required parking for age restricted multi-family housing.

1. The Town of Rolesville Unified Development Ordinance does not contemplate a lower parking requirement for age-restricted multifamily. Other municipalities contemplate the lower parking utilization for elderly multifamily and have lower requirements for these types of developments. For example, the City of Charlotte requires only 0.25 parking spaces/unit for elderly multifamily projects while requiring 1.5 spaces/unit for general occupancy multifamily projects (Charlotte Zoning Ordinance Table 12.202).

Permitted Uses	**Number of Auto Parking Spaces Required**
RESIDENTIAL USES:	
Bed & Breakfasts (B & B's)	1 additional space per guest room
Boarding houses	1 additional space per boarding room
Dormitories	1 space per 2 residents
Dwellings, detached	2 spaces per unit
Dwellings, duplex	2 spaces per unit
Dwellings, triplex	1.5 spaces per unit
Dwellings, quadraplex	1.5 spaces per unit
Dwellings, attached	1.5 spaces per unit
Dwellings, multi-family	1.5 spaces per unit
Dwellings, multi-family elderly or disabled	.25 spaces per unit
Dwellings, accessory unit	1 space per unit
Dwellings, low income	1 space per unit
Dwellings, mixed use	1 space per unit
Manufactured housing	2 spaces per unit

2. There is precedent in the area for age restricted housing developments requiring less than 2.0 spaces/unit. The lowest parking ratio is 0.75 spaces/unit, the highest is 1.21 spaces/unit. The average is 0.93 spaces/unit. Three of the four projects have less than the 1.00 spaces/unit proposed in the text amendment.

Project	*Address*	*City*	*Year Built*	*# of Units*	*# of Parking*	*Parking/Unit*
Wakefield Spring	2701 Wakefield Pines Dr	Raleigh	2016	80	63	0.7875
Huntington Spring	1887 S. Franklin	Wake Forest	2015	84	63	0.7500
Wakefield Manor	10710 Nickelby Way	Raleigh	2007	96	94	0.9792
Crossing at Heritage	3134 Branch Ferry Ct	Wake Forest	2005	120	145	1.2083

3. A recent analysis was performed of the four projects above on multiple dates and different times of day to track actual parking usage. Per the table below, the average number of spaces utilized per unit was 0.5769. The median was 0.5750. The highest utilization was .6905 spaces/unit. The proposed 1.00 spaces/unit in the text amendment is 73% higher than the average utilization and 45% higher than the highest utilization.

Project	*Date*	*Time*	*Occupied*	*# of Units*	*Occupied/Unit*
Huntington Spring	14-Aug-19	2:08pm	31	84	0.3690
Crossing at Heritage	14-Aug-19	2:26pm	66	120	0.5500
Wakefield Manor	14-Aug-19	2:45pm	51	96	0.5313
Huntington Spring	20-Aug-19	7:20pm	52	84	0.6190
Crossing at Heritage	20-Aug-19	7:30pm	70	120	0.5833
Wakefield Manor	20-Aug-19	7:48pm	55	96	0.5729
Huntington Spring	23-Sep-19	3:12pm	52	84	0.6190
Crossing at Heritage	23-Sep-19	3:24pm	69	120	0.5750
Wakefield Manor	23-Sep-19	4:13pm	53	96	0.5521
Wakefield Spring	23-Sep-19	4:24pm	46	80	0.5750
Huntington Spring	24-Sep-19	7:04am	58	84	0.6905
Crossing at Heritage	24-Sep-19	7:13am	74	120	0.6167
Wakefield Manor	24-Sep-19	7:29am	55	96	0.5729
Wakefield Spring	24-Sep-19	7:45am	52	80	0.6500

4. The same analysis was also performed at The Grande at Granite Falls, an age restricted multi-family development in Rolesville. On Feburary 17, 2020 (President's Day) at 1:22pm 47 parking spaces were occupied. There are 74 units in the development, so 0.5875 spaces were occupied for every unit.

5. The above observations are consistent with the International Traffic Engineers Parking Generation Manual – 5th Edition. Per the manual, the average rate of parking for Senior Adult Housing – Attached is 0.61 spaces/unit with a range of 0.45 – 0.67. The observed utilization as well as the ITE data reflect actual parking usage including residents, management and maintenance staff, and visitors.
6. Providing additional parking that is not needed is has negative environmental consequences. Each parking space is typically 9' wide by 18.5' deep, for an area of 166.5 square feet. The additional clearing of trees and green space is not environmentally sound and, as a result, increases impervious area which would likely lead to an increase in storm runoff.

In summary, providing extra parking spaces is unnecessary. As has been demonstrated above, the spaces will go unused. The required additional clearing is not only bad environmental policy, it will detract from the natural landscape of the site, making it less visually appealing to residents, neighbors, and the community.

RESOLUTION NO. 2020-R-15
TOWN BOARD OF COMMISSIONERS STATEMENT OF CONSISTENCY
Case No.: UDO TA 20-03

WHEREAS, A request for an ordinance text amendment submitted by Taft Mills Group to the Town's Unified Development Ordinance known as UDO TA 20-03 to amend Article 10: Parking and Loading Requirements; Section 10.1. Off-Street Parking Requirement; Subsection 10.1.10 and Article 16: Definitions, Section 16.3 Definitions of Commonly Used Terms and Words;

WHEREAS, N. C. General Statutes Section 160A-386, requires the Town Board of Commissioners to adopt a zoning amendment consistency statement whenever it approves or rejects a proposed zoning amendment;

WHEREAS, the Rolesville Planning Board at their meeting on June 1, 2020, considered the requested ordinance text amendment and by a unanimous vote of the Board recommended to the Town Board of Commissioners to approve the requested Text Amendment 20-03 as requested. The request is reasonable and in the public interest; the change is consistent with the Rolesville Comprehensive Plan to allow provisions to be revised to the minimum design standards in consideration to surrounding communities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROLESVILLE:

The Town Board finds that the proposed ordinance text amendment is consistent with the Rolesville Comprehensive Plan. The request is reasonable and in the public interest; the change is consistent with the Rolesville Comprehensive Plan to allow provisions to be revised to the minimum design standards in consideration to surrounding communities.

The preceding resolution, having been submitted to a vote, received the following vote and was duly adopted the ___ day of _____, 2020.

Ayes: _____
Noes: _____
Absent or Excused: _____

_____
Ronnie I. Currin, Mayor

ATTEST:

_____ [SEAL]
Robin E. Peyton, Town Clerk

Memorandum

To: Mayor and Town Board
From: Mical McFarland, Comm. & Econ. Development Manager
Date: July 21, 2020
Re: Agenda Item #C.3. Cobblestone Project at Young and Main Street

Background

In 2018, the Town set a vision to transform Highway 401 Business into a safer, more successful, and more attractive Main Street in Rolesville. This Main Street Vision Plan sought to create a true town center by utilizing urban design practices and building a sense of place for residents and visitors to shop, eat, and play. The vision focused on attracting new business development and promoting a more walkable, bike-able environment.

The Main Street Vision Plan also identified two catalyst sites that analysis determined were especially suitable for new development. One of these sites is at the Burlington Mills Road intersection with Main Street, and the other is at the Young Street and Main Street intersection.

The Young and Main Street intersection is the historic center and entrance to the Town of Rolesville. The impression it makes on the first-time visitor is very important as to whether they return or stay. Over the past decade, the Town has invested in this area by creating Main Street Park and purchasing more than 10 acres of land in the historic downtown. It is critical to the economic health of Rolesville to increase activity and continue to improve the variety of quality goods and services offered. One way to do this is by attracting residents and businesses, both new and existing to the area.

In June 2019, a Developer (known as Lafayette, Inv. and as Cobblestone Crossing of Rolesville, LLC) approached the Town with a proposal for a mixed-use development in the Northwest quadrant of the Young and Main Street intersection. The Developer owns and manages Lafayette Village in North Raleigh, and is developing Foxwoods Luxury Apartments on Fox Road.

During the past year, the Town has agreed to allow the Developer exclusive access to the Town-owned property to conduct soil tests and site analysis (due diligence). The Town and the Developer have also signed a Letter of Intent signifying that the parties will partner together to build a downtown/town center mixed-use development to accommodate a variety of uses – commercial, residential, retail, and government. Both parties have therefore been working together in good faith and due diligence these past few months to draft an economic development agreement and a purchase and sale agreement.

The Economic Development Agreement, attached herein, addresses the following key highlights for partnering together:

- An initial development plan and schematic design provided by Cobblestone, including certain requirements as **listed in a separate attachment herein**.
- Options describing plans for the Town to occupy a municipal facility within the project.
- Additional requirements regarding project phasing and communications requested by the Town and agreed to by Cobblestone.
- Commercial development incentives offered by the Town, also **summarized in a separate attachment herein.**

The following schedule provides a glance at the next few months of activity:

July 21	Introduction in a work session setting with presentations by the Developer and by the consultant of the economic development agreement.
July 22-Aug. 17	An opportunity for public review and comments
August 18	Town Board further discusses the project and the economic development agreement and in a work session format.
September	A Public Hearing is scheduled for the economic development agreement and purchase and sale agreement if the Town Board is ready to approve.

Board Options

This July 21 presentation is an opportunity to hear from the Developer and ask questions about the development. No action is required at this time.

Relationship to Current Budget/Goals

The Town's 2020-2022 Strategic Plan sets the following vision:

Genuine community thrives in Rolesville as we seek to build a place that is focused on walkability, with connections to parks, greenways, and gathering spaces.

One key focus area of the strategic plan is Mindful Growth, under which are the following goals:

- Implement the Main Street Vision Plan
- Create a diverse mix of commercial, industrial and residential development

This project will bring new commercial development to Rolesville, increasing the Town's commercial tax base. It also creates diverse housing options in a walkable environment with gathering spaces adjacent to Main Street Park.

This is an opportunity for the Town to participate in the project and promote community and economic development. Through its participation, Rolesville is in a position to increase its attractiveness to visitors and residents and elevate the economic vitality of the entire community by promoting its Town Center.

Recommended Action

N/A

Attachments:

1. Cobblestone Site Plan
2. Draft Economic Development Agreement
3. Requirements in Development Plan and Schematic Design
4. Outline of Incentives
5. Purchase and Sale Agreement

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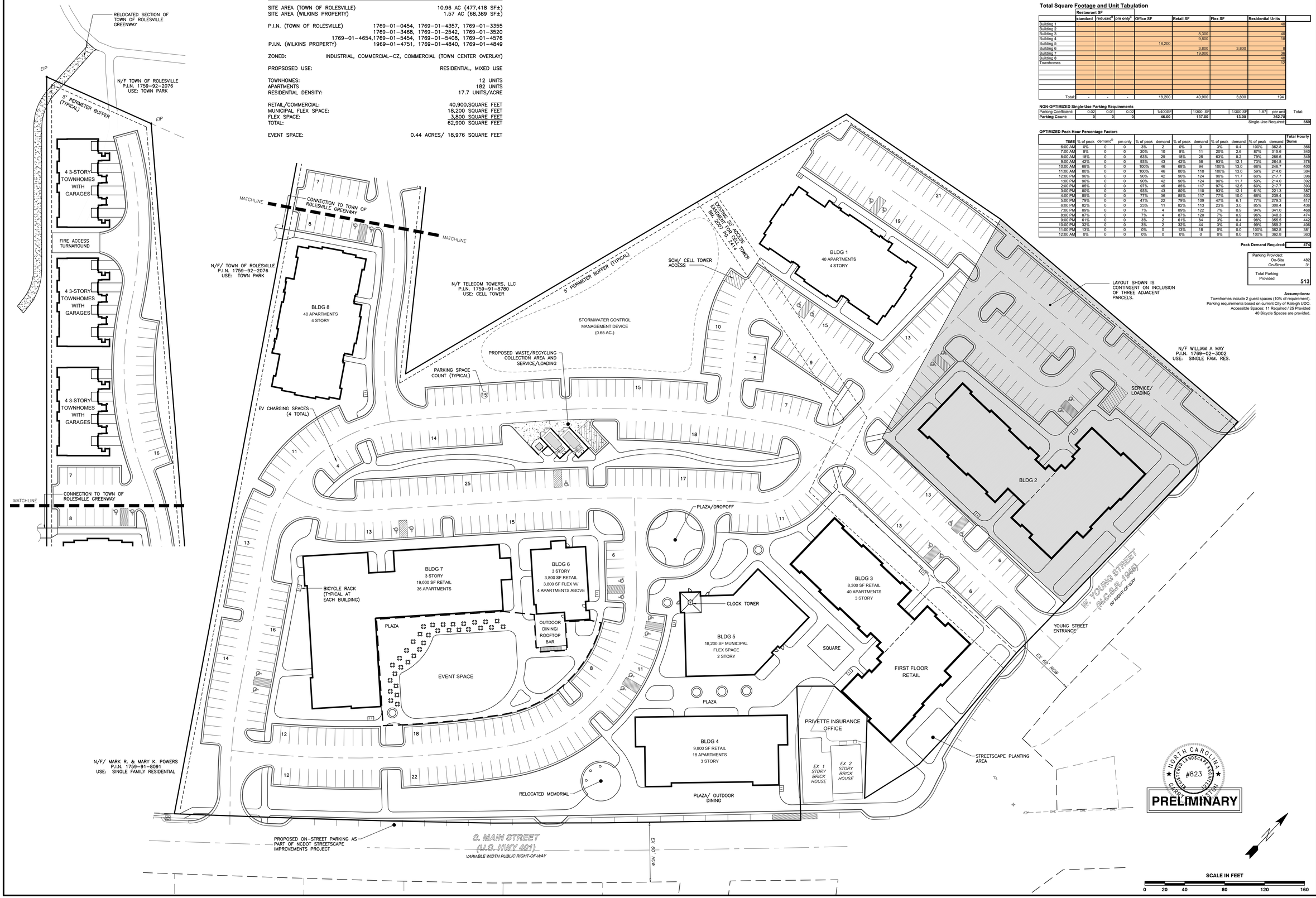
OVERALL SITE DATA

SITE AREA (TOWN OF ROLESVILLE)	10.96 AC (477,418 SF±)
SITE AREA (WILKINS PROPERTY)	1.57 AC (68,389 SF±)
P.I.N. (TOWN OF ROLESVILLE)	1769-01-0454, 1769-01-4357, 1769-01-3355, 1769-01-3468, 1769-01-2542, 1769-01-3520, 1769-01-4654, 1769-01-5454, 1769-01-5408, 1769-01-4576
P.I.N. (WILKINS PROPERTY)	1969-01-4751, 1769-01-4840, 1769-01-4849
ZONED:	INDUSTRIAL, COMMERCIAL-CZ, COMMERCIAL (TOWN CENTER OVERLAY)
PROPSOSED USE:	RESIDENTIAL, MIXED USE
TOWNHOMES:	12 UNITS
APARTMENTS	182 UNITS
RESIDENTIAL DENSITY:	17.7 UNITS/ACRE
RETAIL/COMMERCIAL:	40,900,SQUARE FEET
MUNICIPAL FLEX SPACE:	18,200 SQUARE FEET
FLEX SPACE:	3,800 SQUARE FEET
TOTAL:	62,900 SQUARE FEET
EVENT SPACE:	0.44 ACRES/ 18,976 SQUARE FEET



Cobblestone Village Parking Study

July 15, 2020

Total Square Footage and Unit Tabulation

	Restaurant SF standard	Restaurant SF reduced[1]	Restaurant SF pm only[2]	Office SF	Retail SF	Flex SF	Residential Units
Building 1	-						40
Building 2							
Building 3					8,300		40
Building 4					9,800		18
Building 5				18,200			
Building 6					3,800	3,800	8
Building 7					19,000		36
Building 8							40
Townhomes							12
Total:	-	-	-	18,200	40,900	3,800	194

NON-OPTIMIZED Single-Use Parking Requirements

Parking Coefficient:	0.02	0.01	0.02	1/400SF	1/300 SF	1/300 SF	1.87	per unit	Total:
Parking Count:	**0**	**0**	**0**	**46.00**	**137.00**	**13.00**		**362.78**	
								Single-Use Required:	**559**

OPTIMIZED Peak Hour Percentage Factors

TIME	% of peak	demand[2]	pm only	% of peak	demand	% of peak	demand	% of peak	demand	% of peak	demand	Total Hourly Sums
6:00 AM	0%	0	0	3%	2	0%	0	3%	0.4	100%	362.8	366
7:00 AM	8%	0	0	20%	10	8%	11	20%	2.6	87%	315.6	340
8:00 AM	18%	0	0	63%	29	18%	25	63%	8.2	79%	286.6	349
9:00 AM	42%	0	0	93%	43	42%	58	93%	12.1	73%	264.8	378
10:00 AM	68%	0	0	100%	46	68%	94	100%	13.0	68%	246.7	400
11:00 AM	80%	0	0	100%	46	80%	110	100%	13.0	59%	214.0	384
12:00 PM	90%	0	0	90%	42	90%	124	90%	11.7	60%	217.7	396
1:00 PM	90%	0	0	90%	42	90%	124	90%	11.7	59%	214.0	392
2:00 PM	85%	0	0	97%	45	85%	117	97%	12.6	60%	217.7	393
3:00 PM	80%	0	0	93%	43	80%	110	93%	12.1	61%	221.3	387
4:00 PM	85%	0	0	77%	36	85%	117	77%	10.0	66%	239.4	403
5:00 PM	79%	0	0	47%	22	79%	109	47%	6.1	77%	279.3	417
6:00 PM	82%	0	0	23%	11	82%	113	23%	3.0	85%	308.4	436
7:00 PM	89%	0	0	7%	4	89%	122	7%	0.9	94%	341.0	468
8:00 PM	87%	0	0	7%	4	87%	120	7%	0.9	96%	348.3	474
9:00 PM	61%	0	0	3%	2	61%	84	3%	0.4	98%	355.5	442
10:00 PM	32%	0	0	3%	2	32%	44	3%	0.4	99%	359.2	406
11:00 PM	13%	0	0	0%	0	13%	18	0%	0.0	100%	362.8	381
12:00 AM	0%	0	0	0%	0	0%	0	0%	0.0	100%	362.8	363

Peak Demand Required: **474**

Parking Provided:	
On-Site	482
On-Street	31
Total Parking Provided	**513**

Assumptions:
Townhomes include 2 guest spaces (10% of requirement).
Parking requirements based on current City of Raleigh UDO.
Accessible Spaces: 11 Required / 25 Provided
40 Bicycle Spaces are provided.

BNK

BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
6310 CHAPEL HILL ROAD, SUITE 250, RALEIGH, NC 27607
TELEPHONE: (919)851-4422 FAX: (919)851-8968
CERTIFICATION NUMBERS: NCBELS (C-0110); NCBOLA (C-0267)

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

03-19157	07-13-20	RAB	
JOB NO.	DATE	DRAWN BY	
MASTER PLAN			
SCALE: 1" = 40'		CHK BY: MDB	

COBBLESTONE VILLAGE

MIXED USE DEVELOPMENT

TOWN OF ROLESVILLE, WAKE COUNTY, NORTH CAROLINA

SHEET **MP.1**

NOT RELEASED FOR CONSTRUCTION OR BID SOLICITATION

TOWN OF ROLESVILLE PROJECT NO. SUB-S-66-2018

s☆h draft of July 14

Development Agreement

THIS DEVELOPMENT AGREEMENT ("Agreement") is made effective as of _____, 2020 by and between the Town of Rolesville, a North Carolina municipal corporation (the "**Town**"), and Cobblestone Crossing of Rolesville LLC, a North Carolina limited liability company ("**Cobblestone**").

RECITALS

The parties have engaged in a series of discussions concerning an economic development project whereby:

- The Town will sell to Cobblestone the properties located near the intersection of Main and Young Streets in downtown Rolesville, North Carolina (collectively the "Property"), as illustrated on the "Vicinity Map" attached as Exhibit A.

- Cobblestone will partner with the Town to build a Town Center Project (the "Project") on the Property. The Project will include space for residential, commercial, government and public uses.

- Cobblestone will entitle, design, and build the Project all as further described in this Agreement.

Cobblestone has an agreement to acquire the Property from the Town pursuant to a Purchase and Sale Agreement dated as of an even date herewith (the "Purchase Agreement"). As a part of the Project, the Town will occupy a "Municipal Facility" within the Property as more particularly set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Cobblestone will provide an initial development plan not later than August 18.

a. Schematic design. Cobblestone will provide an initial schematic design of the Project to the Town not later than August 18, 2020. This schematic design will contain a level of detail substantially consistent with that described in the map previously provided by Cobblestone and referred to as the "July 13 elevations." This initial design must include the following features, in all cases reasonably acceptable to the Town:

- A specified site within the Property for the Town's veterans' memorial
- At least 45,400 square foot of commercial space distributed among at least five buildings
- No more than 210 dwelling units (198 apartments and 12 townhomes) distributed among not more than nine buildings (including both buildings used solely for residential purposes and those with mixed use). None of the buildings with a residential component may rise more than 3 additional stories above a ground story.
- A specified site within the Property acceptable to the Town for the "Municipal Facility," as further described in Section 2 below
- A specified site within the Property acceptable to the Town for the public event space, as further described in Section 3 below
- A cornerstone town space that will have a clock tower and other signage referring to the Town by name. The Town and Cobblestone will work together for the final design of these features.
- Identification of all street lead-ins to the Property from existing streets
- The design may not show diagonal on-street parking on Main Street.
- Dedicated parking area for electric vehicle charging and bicycle parking

- Preservation of the Town's existing trail in the northwest corner of the Property, either by leaving the existing trail outside the footprint of new buildings or showing the re-routing of the trail. Cobblestone shall pay the cost of any re-routing and development of the new trail to the standards of the existing trail. If Cobblestone chooses the re-routing option, Cobblestone must dedicate the redeveloped trail space to the Town at no cost. The Town will then be responsible for maintenance of the trail space.

b. Additional information. When Cobblestone presents the schematic design, Cobblestone must also provide the Town with the following:

- Its plans for the accommodating the Privette Insurance building into its development, either by leaving that building in place or by presenting its plan for the removal of the building.

- A copy of any signed agreement with the owners of the Privette Insurance Building concerning the redevelopment of the Privette Insurance Building and or any parking or access agreements that be required.

- Its plans for accommodating the building located at 113 West Young Street into its development, or its plans to relocate (but not demolish) that building.

- Its plans to develop the "Broughton Property".

- An updated Project Pro Forma, that will be reviewed by an independent financial consultant of the Town's choosing.

- Its timeline for the key steps in the development.

c. Effect of the deadline. Cobblestone has no further rights under this Agreement if this schematic design is not presented to the Town by August 18.

2. Additional requirements for the Municipal Facility

The Project will contain a specified site within the Property acceptable to the Town for the "Municipal Facility." The Municipal Facility will comprise approximately

8,000 to 12,000 square feet. The Town will develop the final space programming and design for the facility. The Town will consider the following options for ownership of Municipal Facility:

a. Cobblestone will own the Municipal Facility and lease it to the Town. Cobblestone will provide for the Municipal Facility to be available for Town occupancy within three years of the date of this Agreement. The Municipal Facility will be designed to meet the Town's specifications. Town will develop the final space programming and design for the facility, and will develop the plans for a facility of approximately 8,000-12,000 square feet that will have offices for the Town's parks and recreation department, along with additional office, classroom and programming space.

The Town will lease the completed Municipal Facility for period of at least 10 years and not to exceed 20 years, as the parties may agree. After 10 years, either the Town or Cobblestone may terminate the lease by giving a 1 year notice of intent to terminate. The lease payments will be as the Town and Cobblestone may determine, but will be at least sufficient to amortize the complete building cost over the lease term (including architect, engineering and other "soft" costs and reasonable actual or imputed interest costs, but not including land costs).

The parties acknowledge that under current law, this lease by the Town may require the approval of the North Carolina Local Government Commission (the "LGC"). Although the Town cannot guarantee any result of the LGC approval process, the Town expects that the Town will be able to obtain the required approval. The parties acknowledge that under current LGC procedures, the Town will be unable to receive LGC approval until the parties have determined fixed lease payments and Cobblestone has a guaranteed maximum price contract in hand for construction of the Municipal Facility. The Town will pursue the LGC approval process with due diligence at the appropriate time.

In addition, the parties acknowledge that under current law, given the Town's participation in designing the facility and making amortizing lease payments, the construction of the Municipal Facility may require the same approach to design and project bidding as if the Town were building the building directly. Also, under current law, (a) lease payments cannot begin until the building is available for the Town's occupancy, and (b) lease payments cannot continue if the building is unavailable for

the Town's use (such as after a casualty loss), in either case unless the Town's lease payment obligations are generally subject to the annual appropriation of funds.

b. The Town will own the Municipal Facility. Cobblestone will deed to the Town the site specified for the Municipal Facility in the July 13 elevations. The Town will construct, design, and develop the final space programming for an 8,000-12,000 facility. The final space programming and design for the facility will include plans to serve some or all of the following components:

First, offices for the Town's parks and recreation department, along with additional office, classroom and programming space.

Second, a gymnasium and commercial kitchen facilities suitable to accommodate group events commensurate with the size of the gymnasium

3. Additional requirements for the Event Space

a. Cobblestone will provide within the Property a space of approximately 1 acre suitable for outside public gathering and events (the "Event Space"), including at least 18,976 square feet of dedicated event space as shown in the July 13 elevations. The event space can be a combination of grassy areas and hardscape areas suitable for use as parking when not being used for events. The Town and Cobblestone will work together to determine the final design of the Event Space, and will begin this work promptly after this Agreement is executed and delivered.

b. Cobblestone, at its own expense, will maintain the Event Space in a safe and well-maintained condition, to include safe lighting, appropriate signage, safe walking surfaces, maintained grass and other vegetation, and proper drainage. Cobblestone shall maintain the Event Space to the same condition as the Town applies to Town park property. The parties will meet at least annually in the second week of January to discuss maintenance for the Event Space.

c. In addition, at its own expense, Cobblestone will maintain appropriate liability insurance against risks related to the Event Space and will designate the Town as an additional insured with respect to those risks.

d. The Town will have the exclusive right to use the Event Space for 21 calendar days each calendar year, including at least 15 days that constitute holidays or weekend days. The Town will be responsible for any setup or breakdown costs related to its use of the event space. The parties will meet annually on or about each September 1 to agree upon Town use dates for the following calendar year.

4. Cobblestone will provide first phase design by (*thirty days after this Agreement is effective.*

a. Not later than _____, 2020 *(thirty days after this Agreement is effective)*, Cobblestone will provide drawings, plans and technical information sufficient to constitute a formal application to the Town's Technical Review for its consideration of Cobblestone's first planned phase of Project development.

b. The first phase must include (i) at least 22,750 square feet of planned commercial space *[one-half of the total],* (ii) the Municipal Facility (iii) the Event Space, (iv) the Privette Building disposition, and (iv) the disposition of the building at 113 West Young Street. There is no limit on the amount of residential space or units that may be included in the first phase.

c. Cobblestone shall not apply for a permit for grading or other site work until Cobblestone has confirmed to the Town that Cobblestone has received appropriate construction drawings and entitlements to begin construction on at least one building on the Property. Any amount of grading or other site work must be reasonable in scope and nature in light of entitlements received to the time of the work.

5. Other Cobblestone requirements

a. Materially consistent. Each stage of Project development must be consistent in all material respects with the schematic design prepared in accordance with Section 1.

b. Function of intersections. Upon each application for an entitlement, Cobblestone must supply a traffic impact analysis or other information

acceptable to the Town projecting that any intersection of Young or Main Streets with the Property will have no adverse effect on the function level of those intersections (such as maintaining a Level B or Level C function, as may be the case, or improving the function level).

c. Requirements for additional phases. Cobblestone shall apply for entitlements of subsequent development phases within 90 days of obtaining a certificate of occupancy for the final building in the previous phase. Cobblestone may not divide the Project development into more than three phases. When applying for an entitlement Cobblestone shall provide the Town with Cobblestone's estimated development timeline for the phase. Cobblestone will pursue development according to that timeline with due diligence.

d. Prohibited uses. Cobblestone may not enter into any lease of commercial space within the Property where the intended use will be any of the uses described in Exhibit B.

e. Use of completed facilities. Any completed facilities must be open to all Town residents on the same basis as for people residing within the property, including with respect to requirements for memberships and fees. For example, any recreational or health club facilities within the Property may charge a membership or usage fee, but may not charge fees to persons residing within the Property that are different from those charged to people residing elsewhere in Rolesville.

f. Cooperation. Cobblestone will cooperate with the Town in its development of the Property and the redevelopment of the Town's historic center. By way of illustration, but not by way of limitation, Cobblestone agrees as follows:

i. Cobblestone will provide, within ten days of receipt, copies of reports and other documents related to the Property and the Project., including but not limited to reports concerning the financial feasibility, market feasibility, site assembly, phasing, and environmental remediation.

ii. Cobblestone will advise the Town on a pro-active basis and in a timely manner whenever any timeline previously provided to the Town becomes materially different from Cobblestone's updated expectations. Cobblestone at the same time will provide the Town with a revised timeline.

iii. Cobblestone will provide the Town with copies of existing floor plans and pro forma analyses on request. This paragraph does not require Cobblestone to create new versions of floor plans or pro formas, but instead only to provide copies of existing documents.

iv. Cobblestone will involve the Town Manager, or the Town Manager's designee, in Cobblestone's process with other governmental entities, including participation in calls or conferences and sharing documents.

g. Monthly reports; appearances before the Town Board. Cobblestone will provide, each month beginning in _____, 2020 *[first full month following the Agreement's effective date]*, a written narrative report summarizing development activity for the previous month.

At any time and from time to time, at the Town's request, Cobblestone will provide an appropriate representative to appear before the Town Board to provide a narrative update on the Project and to provide full and complete answers to questions from Board members. The Town does not expect that these requests will occur more frequently than every three months.

h. Delivery of Work Product. If Cobblestone does not to proceed with the Project, Cobblestone shall make available at no cost to the Town and for its unrestricted use all available work product related directly to the Property and the Project in possession and control of Cobblestone, including market analyses, soil and engineering reports, geotechnical reports, environmental reports, studies and testing, construction budgets and other documentation produced specifically related to the Property and the Project.

6. Town's obligations.

a. Property sale. The Town will sell the Property to Cobblestone pursuant to the Purchase Agreement.

b. Utilities, sidewalks and other improvements. The Town shall act with due diligence to apply amounts received under its Locally Administered Projects

Grant from Main Street LAPP (the "Grant") for public improvements between Burlington Mills Road to Young Street, including streetscape improvements, crosswalks, curb and gutter improvements, new sidewalks and bicycle transportation enhancements, as described in the Town's Grant application. The Town will maintain compliance with the Grant terms and will provide the matching funds for these improvements as required by the Grant terms. This commitment provides for the use of approximately $3,700,000 in funding that will benefit the Project, including approximately $735,000 in direct Town funding. The Town's participate in these improvements is contingent upon the Town actually receiving the grant funding.

c. Undergrounding of utilities. The Town will participate with Cobblestone in a project to underground utilities near the Property. The Town will contribute a maximum of $250,000 to the undergrounding of the Duke Energy utilities located at the intersection of Main and Young Streets.

c. Cooperation; Town as land use regulator. The Town will cooperate with Cobblestone in carrying out the purposes and intents of this Agreement.

The Town shall provide to Cobblestone any of the following which the Town may have in its possession and which are related to the Property: blight reports, surveys, engineering and geotechnical reports, and previous concept plans.

Cobblestone acknowledges, however, that the Town acts in separate capacities as a party to a business agreement such as this Agreement, and as a land use regulator. **The Town makes no representation, and can give no assurances, that any land use or related approvals necessary for the Project will be forthcoming at any time.** The Town promises, however, to act in a prompt and professional manner in the review and consideration of all matters. The review process may result in Project design, construction and development requirements above the requirements stated in this Agreement, and may result in requests for community benefits beyond those provided for in this Agreement. If the development review process results in increasing Cobblestone's obligations under this Agreement, then Cobblestone must comply with the results of the development review process. Cobblestone will not be entitled to any setoff or reduction of commitments under this Agreement, or entitled to any additional compensation or other consideration from the Town.

d. Credits against Town fees. Upon Cobblestone's receipt of a building permit for the first building of each development stage, the Town will provide Cobblestone the following credits (but only up to the amount of the fee otherwise payable):

Against the Town's parks and recreation fees: any amounts (up to $160,000) previously paid by Cobblestone towards the site, design, programming, building, parking , or equipping of the Municipal Facility.

e. Commercial development incentives. For each completed building on the Property with a commercial component (not including the Municipal Facility), the Town will pay Cobblestone a commercial development incentive, expected to be approximately $90,000, as described in this subsection.

i. The Town will pay the incentive on each of the first three February 1's after a building receives its certificate of occupancy and has been assessed for property taxes on the completed building that were due on or before the previous October 1. The amount of the payment on each date will be equal to 50% of the property taxes actually paid with respect to that building in the previous six months.

ii. The total amount of commercial development incentives will be subject to a cap. This cap is equal to 100% of the payments that the Town estimates would be due if Cobblestone completes its development in accordance with the schematic design provided under Section 1, using the Town's current tax rate and the current Wake County table of values.

iii. If at any time Cobblestone owes any taxes or governmental fees or charges with respect to the Project, whether those amounts are owed to the Town or to some other governmental entity, the Town may withhold any incentive payment until the resolution of the delinquency. These fees and charges may include regulatory or administrative fees or fines. At its option, the Town may apply any payment due under this subsection to satisfy taxes, fees or other charges owed to the Town. The Town need not pay any incentive payment provided for under this subsection if an Event of Default is continuing on Cobblestone's part.

f. Total development incentives. Total development incentives from the Town (including the Town's contribution to the undergrounding of utilities, any credits against fees owed to the Town, and performance based commercial development incentives) will not exceed approximately $500,000.

7. Defaults and Remedies; Dispute Resolution

a. Defaults. A party is in default under this Agreement if it fails to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after notice specifying the failure and requesting that it be remedied has been given by the other party. Any such failure is an "Event of Default" under this Agreement.

b. Remedies. Whenever any Event of Default is continuing, the non-defaulting party may take either or both of the following remedial steps:

i. At its option, cure the default by paying money or taking any other appropriate action, in which case the defaulting party must reimburse the defaulting party for all costs and expenses reasonably incurred in curing the default.

ii. Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of a party under this Agreement.

c. No remedy exclusive; other provisions. No remedy conferred or reserved in this Agreement is intended to be exclusive, but instead is intended to be cumulative. No delay or omission to exercise any right or power accruing upon any default constitutes a waiver of that right or power. A waiver of any default is limited to the default so waived and does not waive any other default. If a party incurs legal or other costs and expenses to collect any payments due under this Agreement, or to enforce the performance or observance of any obligation or covenant under this Agreement, then to the extent permitted by law each party promises to reimburse a non-defaulting party for all reasonable legal and other fees and costs incurred in the collection or enforcement.

d. Dispute resolution. In the event of a dispute between the parties concerning the terms or performance of this Agreement, the parties will take the following steps prior to commencing any proceeding before a court or administrative body:

i. Exchange of positions. Any party noting a dispute under this Agreement will notify the other party of the nature of the dispute and the first party's proposed resolution. Within ten days after the effective date of the notice, the other party must respond in writing as to its view of the dispute and its position on the proposed resolution.

ii. Meet and confer. If the parties are unable to reach an agreement on the dispute and upon notice from any party, the parties will promptly hold a meeting attended by representatives with appropriate authority to resolve the dispute. At this meeting the parties will attempt in good faith to negotiate a resolution of the dispute.

iii. Mediation. If the dispute remains unsettled by negotiation, the parties will engage the services of a professional mediator agreed upon by the parties. The parties will then attempt in good faith to resolve the dispute through mediation. The Town and Cobblestone will each pay one-half of the mediator's fees and expenses and each party will pay all its own legal fees and other expenses related to the mediation. Each party must be represented at the mediation by a representative with appropriate authority to resolve the matters in dispute. Only after mediation may a part initiate legal or administrative proceedings.

8. Miscellaneous

a. Authority for this Agreement. The Project, and entering into this agreement, is an economic development project for the Town. The Town expects that the Project will enhance the Town's taxable property, employment, and business prospects. The Town is authorized to enter into this Agreement by statute, including Section 158-7.1 of the North Carolina General Statutes. **This Agreement does not**

constitute a "Development Agreement" within the meaning of Part 3d, Chapter 160A of the North Carolina General Statutes.

b. Notices. Any communication provided for in this Agreement must be in writing (not including facsimile transmission or electronic mail). Any communication under this Agreement will be deemed given on the delivery date shown on a certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

If intended for the Town, to Town of Rolesville, c/o Town Manager, Town Hall, 502 Southtown Circle., Rolesville, NC 27570

If intended for Cobblestone, to Cobblestone Crossing LLC, 8480 Honeycutt Road, Suite 200, Raleigh, NC 27615

Any addressee may designate additional or different addresses for communications by notice given under this Section to the other.

c. Each party will bear its own costs. Each party will bear its own costs of the fees and expenses of its counsel and consultants, and of the studies or surveys required under this Agreement or that it otherwise commissions or obtains for its use under this Agreement.

d. Limitation on liability of officers and agents. No officer, agent or employee of the Town will be subject to any personal liability or accountability because of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Those officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This provision does not relieve any officer, agent or employee from the performance of any official duty provided by law.

e. No assignment. Neither party may assign any of its rights or obligations under this Agreement without the express consent of the other.

f. Amendments. This Agreement may only be modified in writing signed by all parties.

g. Governing law. The parties intend that North Carolina law will govern this Agreement and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Agreement must be brought in the North Carolina General Court of Justice in Wake County, North Carolina.

h. Severability. If any provision of this Agreement is determined to be unenforceable, that will not affect any other provision of this Agreement.

i. Binding effect. Subject to the specific provisions of this Agreement, this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

j. Entire agreement**.** This Agreement, together with the Purchase Agreement, constitutes the entire agreement between the Town and Cobblestone with respect to its general subject matter.

k. No third-party beneficiaries**.** There are no parties intended as third-party beneficiaries of this Agreement.

l. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Town and Cobblestone have caused this Agreement to be executed and delivered as of the day and year first above written by duly authorized officers.

(SEAL)

ATTEST:

TOWN OF ROLESVILLE
NORTH CAROLINA

_____ By: _____

Robin Peyton
Town Clerk

Kelly Arnold
Town Manager

COBBLESTONE CROSSING OF ROLESVILLE LLC

By: _____

Printed name: _____

Title: _____

Exhibits:

A – Vicinity Map
B – Prohibited commercial uses

[Economic Development Agreement dated as of _____, 2020]

Exhibit B – Prohibited Commercial Uses

July 15, 2020

Cobblestone Crossing Project Design Requirements

Cobblestone will provide an initial schematic design of the Project to the Town not later than August 18, 2020. This schematic design will contain a level of detail substantially consistent with that described in the map previously provided by Cobblestone and referred to as the "July 13 elevations." This initial design must include the following features, in all cases reasonably acceptable to the Town:

	Description	Status
Veteran's Memorial	A specified site within the Property for the Town's veteran's memorial	
Commercial Space	At least 45,400 square feet of commercial space distributed among at least five buildings	
Residential Units	No more than 210 dwelling units (198 apartments and 12 townhomes) distributed among not more than 9 buildings (including both buildings used solely for residential purposes and those with mixed use). None of the buildings with a residential component may rise more than 3 additional stories above a ground story.	
Public Event Space	A specified site acceptable for the public event space	
Cornerstone Town Space	A cornerstone town space that will have a clock tower and other signage referring to the Town by name.	

Street Lead-ins	Identification of all street lead-ins to the Property from existing streets.	
Parking	The design may not show diagonal on-street parking on Main Street. The design must show dedicated a parking area for electric vehicle charging and bicycle parking.	
Town Trail	Preservation of the Town's existing trail in the northwest corner of the Property, either by leaving the existing trail outside the footprint of new buildings or showing the re-routing of the trail. Cobblestone shall pay the cost of any re-routing and development of the new trail to the standards of the existing trail. If Cobblestone chooses the re-routing option, Cobblestone must dedicate the redeveloped trail space to the Town at no cost. The Town will then be responsible for maintenance of the trail space.	
Privette Insurance Building	The design must show Cobblestone's plans for the accommodating the Privette Insurance building into its development, either by leaving that building in place or by presenting its plan for the removal of the building.	

	Cobblestone must provide the Town with a copy of any signed agreement with the owners of the Privette Insurance Building concerning the redevelopment of the Privette Insurance Building and or any parking or access agreements that be required.	
Historic Home at 113 West Young Street	Cobblestone's plans for accommodating the building located at 113 West Young Street into its development, or its plans to relocate (but not demolish) that building.	
Broughton Property	Cobblestone's plans to develop the "Broughton Property".	
Pro Forma	An updated Project Pro Forma, that will be reviewed by an independent financial consultant of the Town's choosing.	
Timeline	Cobblestone must provide the Town with its timeline for key steps in the development.	

July 15, 2020

Cobblestone Crossing Incentive Outline

- Undergrounding Utilities - $250,000
    - The Town will contribute a maximum of $250,000 towards the cost of undergrounding Duke Energy Utilities at the Main Street intersection.

- Commercial Construction Incentives - approximately $90,000
    - Subject to Town approval of Cobblestone's Pro Forma, Cobblestone will receive approximately $90,000 in performance based incentives
    - The Town will pay the incentives on each of the first three February 1's after a building receives its certificate of occupancy and has been assessed for property taxes on the competed building that were due on or before the previous October 1.
    - The amount of the payment on each date will be equal to 50% of the property taxes actually paid with respect to that building in the previous six months

- Credits against Town fees – approximately $160,000
    - Upon Cobblestone's receipt of a building permit for the first building of each development stage, the Town will provide for Cobblestone the following credits (but only up to the amount of the fee otherwise payable)
        - Parks & Recreation Fees: any amounts previously paid by Cobblestone towards the site, design, programming, building, parking, or equipping of the Municipal Facility.

Total Development Incentives: Total development incentives from the Town (including the Town's contribution to the undergrounding of utilities, any credits against fees owed to the Town, and performance based commercial development incentives) will not exceed approximately $500,000.

PURCHASE AND SALE AGREEMENT

TOWN OF ROLESVILLE,
as Seller

and

COBBLESTONE CROSSING OF ROLESVILLE LLC,
as Purchaser

The Land:
A Ten (10) Parcel Assemblage
Main & Young Streets, Rolesville
Wake County, North Carolina

Date of this Agreement:

June _____, 2020
[date to be inserted following execution]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the ___ day of June 2020 (the "**Effective Date**") by and between **TOWN OF ROLESVILLE**, a North Carolina municipal corporation ("**Seller**"), and **COBBLESTONE CROSSING OF ROLESVILLE LLC**, a North Carolina limited liability company ("**Purchaser**").

W I T N E S S E T H :

WHEREAS, Seller desires to convey to Purchaser, and Purchaser desires to receive from Seller that certain land assemblage of ten (10) parcels, lots, or tracts and commonly known as "Town Center" containing eleven and nine hundredths (11.09) acres, more or less, located in the State of North Carolina, County of Wake, Township of Wake Forest, and Town or Rolesville northwest of the intersection of Main Street and Young Street and having Wake County PINs of 1769-01-2542, 1769-01-3355, 1769-01-3468, 1769-01-3520, 1769-01-4357, 1769-01-4576, 1769-01-4654, 1769-01-5408, 1769-01-5454, and 1769-01-0454, together with all privileges, rights, and easements appurtenant to the same, including all mineral, oil, or gas rights, development rights, air rights, water rights, and timber rights of or relating to the same (the "**Land**"), and together with the remainder of the Property (as hereinafter defined) upon the terms and conditions hereinafter set forth; and

WHEREAS, Seller and Purchaser are parties to that certain Development and Incentives Agreement of equal date herewith directing the terms and conditions for the design, development, construction, permitting, and use of the Land (the "**Development Agreement**").

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements herein contained, and other good and valid consideration, the receipt of which are hereby acknowledged, the parties agree and covenant as follows:

1. Agreement to Purchase. Seller agrees to convey to Purchaser, and Purchaser agrees to accept from Seller, upon the terms and conditions hereinafter set forth the following (collectively, the "**Property**"):

   A. The Land, and without warranty, any right, title, or interest of Seller in and to any current or former streams, alleys, roads, streets, ways, strips, gores, and railroad rights-of-way abutting or adjoining the Land; and

   B. All improvements, structures and fixtures placed, constructed or installed on the Land (collectively the "**Improvements**").

2. Purchase Price. The purchase price for the Property shall be ***Two Million Eighty Thousand and 00/100 Dollars ($2,080,000.00)*** (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser in the following manner:

A. Within three (3) Business Days of the Date of this Agreement, Purchaser shall deposit the sum of ***One Hundred Thousand and 00/100 Dollars ($100,000.00)*** via wire transfer as earnest money applicable to the Purchase Price (the "**Earnest Money**"). The Earnest Money is to be held in escrow by Hervey & Hervey, P.A., a professional association or such other law firm or title insurance company licensed to practice law or issue title insurance in the State of North Carolina (the "**Escrow Agent**").

B. At Closing, the balance of the Purchase Price together with all other fees, costs, and other adjustments as described in the Closing Statement (as defined below) to be paid by wire transfer.

3. Date of This Agreement. The "**Date of this Agreement**" shall be the later date of execution of this Agreement as between the Seller and Purchaser as conclusively determined from the dates provided beneath the respective signature blocks of the parties. Upon establishment of the Date of this Agreement, this date shall be written on the cover page of this Agreement.

4. Closing.

A. "**Closing**" means the execution and delivery of the documents required to be delivered hereunder, the payment of the Purchase Price in the manner set forth in Section 2 above, and the recording of the deeds to be delivered hereunder. Closing shall be held at the offices of Purchaser's North Carolina-licensed attorney on a date determined by Purchaser but no later than thirty (30) days following the Termination Deadline (as defined below) and satisfaction of the Conditions Precedent (as defined below) (the "**Closing Date**"). Purchaser shall provide at least five (5) Business Days advance Notice of the Closing Date to Seller and Escrow Agent.

B. Notwithstanding any condition for determination of the Closing Date, under no circumstance shall the Closing Date be later than one hundred twenty (120) days following the Date of this Agreement (the "**Outside Contract Deadline**").

5. Delivery of Information. Within ten (10) Business Days after the Date of this Agreement, Seller shall deliver to Purchaser at the address set forth below for Notice (or make available for Purchaser's convenient examination and copying) copies of all the following materials relating to the Property in Seller's actual possession or reasonable control (collectively, the "**Seller's Documents**"):

A. Any policies of title insurance issued in favor of Seller or Seller's predecessors in title for any portion of the Property;

B. Any land surveys of any portion of the Property; and

C. Any permits, zoning stipulations, agreements, or requirements that affect or that are proposed to affect any portion of the Property.

In addition to the foregoing, Seller shall provide to Purchaser any information or materials relating to the Property of the same or similar nature to the foregoing in or coming into Seller's possession or control throughout the term of this Agreement. While Seller represents that all such deliveries of Seller's Documents are being made in good faith, Seller makes no further representation or warranty, expressed or implied, as to the accuracy or completeness of the Seller's Documents.

6. Diligence.

A. Purchaser's Termination Right. Purchaser shall have the absolute right to terminate this Agreement on or before that date that is sixty (60) days after the Date of this Agreement, time being of the essence (the "**Termination Deadline**"), by giving Notice thereof to Seller and Escrow Agent no later than said Termination Deadline. Upon a termination pursuant to this Section, Escrow Agent shall disburse the Earnest Money in the following manner: ***One Thousand and 00/100 Dollars ($1,000.00)*** of the Earnest Money shall be delivered to Seller as independent consideration for Seller's execution of and entry into this Agreement (the "**Termination Payment**") and the balance of the Earnest Money shall be refunded to Purchaser. Thereafter, this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein. Escrow Agent shall be, and is hereby absolutely, unconditionally, and irrevocably authorized, directed, and instructed to disburse the Earnest Money as set forth above immediately upon receipt of a timely Notice from Purchaser addressed to Seller and Escrow Agent of such a termination without any inquiry as to the propriety or effectiveness of such termination and without the requirement of any further authorization, direction, or instruction from either Seller or Purchaser.

B. Entry. Purchaser may at any time prior to the Closing Date, personally or through others make such inspections, tests, and investigations of the Property as Purchaser deems necessary or advisable (collectively "**Due Diligence Investigations**"). Following any such Due Diligence Investigations, Purchaser shall restore the property to a nondisturbed state, except only (i) ordinary remaining disturbance from such tests, (ii) any hazardous materials, substances, or wastes already existing on the Property, (iii) any already existing latent defects in the Property, and (iv) any matters arising directly from the acts or omissions of Seller. Purchaser, as a condition precedent to its exercise of such right of entry, specifically agrees to defend, indemnify, and save and hold Seller harmless from and against any loss, damage, liability, suit, claim, cost, or expense (including reasonable attorneys' fees) arising from the exercise by the Purchaser or its planners, engineers, surveyors, architects, or other agents or consultants of such right of entry and inspection, other than for matters arising from (a) any preexisting environmental contamination or latent defects on the Property that are discovered as a result of the entry upon the Property (as well as any disclosure of such matters by Purchaser or related parties to a governmental agency as may be required by applicable laws); and (b) any matters arising directly or indirectly from the acts or omissions of Property Owner. Purchaser's indemnity obligations contained in this Subsection

will survive Closing or any earlier termination of this Agreement for a period of one (1) year, after which time those obligations will terminate.

C. Survey. Purchaser at its sole cost and expense may cause the Land to be surveyed and a survey prepared by a North Carolina professional land surveyor or North Carolina professional engineer of Purchaser's selection (the "**Survey**"). If prepared in advance of Closing, the Survey shall be used to prepare the description of the Property used in the documents called for in Section 9, save the Warranty Deed (as defined below) and any Title Company-required affidavits, which at Seller's election, may be prepared from Seller's vesting deeds.

D. Title Diligence. Purchaser at its sole cost and expense shall cause title to be examined by a licensed North Carolina attorney of Purchaser's selection and shall seek a title commitment to be issued for an extended-coverage ALTA form of Owner's Policy in the amount of the Purchase Price (the "**Title Commitment**"), with the title policy to be subject only to the Permitted Exceptions (as defined below) or as may be otherwise approved by Purchaser in writing. Purchaser shall give Seller Notice on or before the thirtieth (30) day following the Date of this Agreement, time being of the essence (the "**Objection Deadline**"), of any objections to matters of title or survey. Purchaser shall not be required to give notice of objections for property taxes, deeds of trust, or municipal assessments that may be paid from the Purchase Price proceeds (collectively "**Seller Liens**"). Seller shall have ten (10) Business Days from such Notice to notify Purchaser in writing of which objections or defects so specified that Seller is willing to cure, if any. If Seller does not respond within such period, Seller shall be deemed to have elected not to cure the noticed defects or objections, save and except the Seller Liens. As to any objection or defect Seller expressly elects to cure, Seller shall use reasonable diligence to cure such defect on or before Closing. If Seller is unable or unwilling to correct such objection or defect on or before Closing, then Purchaser shall have ten (10) Business Days to either (i) terminate this Agreement and receive a return of all Earnest Money (notwithstanding that the Termination Deadline may have passed) and this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein; or (ii) waive such objection or defect (or fail to terminate as set forth above) whereupon any such defect or objection waived shall become a "Permitted Exception" to title. As used in this Agreement, "**Permitted Exception**" means: (i) any matters shown on the Title Commitment to which Purchaser does not timely object pursuant to this paragraph; (ii) any matters to which Purchaser objects, but which Seller elects not to cure or Seller waives; and (iii) taxes not yet due and payable. Permitted Exceptions shall not include any Seller Liens.

7. Conditions of Closing.

A. The conditions set out hereinafter in this Subsection shall be true or satisfied and are conditions precedent to Purchaser's obligation to close. If any of the following conditions are not true or satisfied, or cannot be satisfied as of the Closing Date in

the reasonable determination of the Town, Purchaser may elect (i) to terminate this Agreement by giving Notice thereof to Seller and Escrow Agent with the Escrow Money disbursed as set forth below in Subsection (B); or (ii) to waive any of such unsatisfied conditions and proceed to Closing; or (ii). The conditions precedent are as follows, save and except Condition #1 below, which is not waivable by Purchaser (collectively the "**Conditions Precedent**"):

1. The parties shall have entered into the Development Agreement, the Development shall be in full force and effect, and there shall then exist no event of default under the terms of the Development Agreement.

2. All deeds of trust, judgments, UCC financing statements, special assessments, or other liens or charges against the Property must be paid and cancelled (or otherwise released) by Seller at or prior to Closing.

3. As of the Closing Date, title must be vested in Seller and must be fee simple, marketable and insurable title, free and clear of all encumbrances excepting only the Permitted Exceptions.

4. The Property must have legal, insurable access to a public right-of-way.

5. As of the Closing Date, all of the representations by Seller set forth in this Agreement must be true and correct in all material respects.

6. As of the Closing Date, Seller must be in substantial compliance with, and must have substantially complied with, all of Seller's covenants and obligations to be performed under this Agreement.

7. Purchaser shall have obtained all necessary governmental approvals for its intended use and development of the Property ("**Approvals Condition**").

B. Notwithstanding the foregoing language of Subsection A, satisfaction of the Approvals Condition is also a condition precedent to Seller's obligation to close. Shall shall have no obligation to Close unless the Approvals Condition is satisfied in the reasonable determination of the Seller.

C. If Purchaser elects to terminate this Agreement pursuant to this Section, the Termination Deadline shall not apply, no Termination Payment shall be due, and Escrow Agent shall disburse the Earnest Money to Purchaser. Escrow Agent shall be, and is hereby, absolutely, unconditionally, and irrevocably authorized, directed, and instructed to disburse the Earnest Money as set forth below immediately upon receipt of a Notice of termination pursuant to this Section without any inquiry as to the propriety or effectiveness of such termination and without the requirement of any further authorization, direction, or instruction from either Seller or Purchaser.

8. Seller's Representations and Warranties.

A. As an inducement to Purchaser to enter into this Agreement and consummate the purchase of the Property, Seller hereby represents and warrants to Purchaser as of the Date of this Agreement and as of the Closing Date as follows:

1. Seller holds fee simple title to the Property, free and clear of any and all easements, covenants, conditions, or other encumbrances except Seller's Liens and other matters of record.

2. Seller is in sole and exclusive possession of the entire Property, and no other person or entity claims any right to possess all or any portion of the Property.

3. No options, rights of first refusal, or other agreements are in effect to purchase or to lease any interest in the Property or any part thereof.

4. The Property is currently exempt from *ad valorem* taxes. All property taxes assessed against the Property through the year 2019 have been paid in full.

5. Seller is not a "foreign person" within the meaning of the Internal Revenue Code, as amended, Sections 1445 and 7701 or the regulations promulgated thereunder.

6. Seller is not a person with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (the "**OFAC**"), of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism).

7. Water, sewer, electric, telephone, and cable utility services directly serve the Property.

8. Seller has no knowledge of any violation of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property except as previous disclosed to Purchaser in the Seller Documents or as provided to Seller via Purchaser's own environmental site assessments of the Property. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the Effective Date, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "**Hazardous**

Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law. The representations and warranties contained in this paragraph shall survive Closing for so long as is permitted by applicable law.

B. Seller shall promptly notify Purchaser of any matter that affects the accuracy of any representation and warranty under this Section, including any change in conditions or any receipt of any notice, action, or other information Seller receives relating to any representation or warranty under this Section.

C. Seller will not cause or knowingly permit any action to be taken that will cause any of the foregoing representations or warranties to be untrue on or prior to the date of Closing, and all of Seller's representations and warranties under this Agreement shall be true on the date of Closing as though such representations or warranties were made at such time.

D. Seller makes and has made and makes no other representations or warranties with respect to the Property, whether express or implied, except as may be specifically provided elsewhere in this Agreement or the Development Agreement.

E. Except as set forth above, the representations and warranties contained in this Section shall survive Closing and any termination of this Agreement for a period of twelve (12) months.

9. Documents at Closing. At Closing, Seller shall properly execute, acknowledge, and deliver to Purchaser the following materials:

A. A special warranty deed conveying to Purchaser fee simple title to the Property, free and clear of all liens and encumbrances, except only the Permitted Exceptions and other covenants, easements, restrictions, and public rights-of-way of record (the "**Warranty Deed**").

B. At Purchaser's request, a properly executed and recordable non-warranty deed conveying to Purchaser any title interest the Seller may hold in the Property as the same is described by the Survey.

C. The Repurchase Agreement (as defined below).

D. Lien affidavits acceptable to Purchaser's title insurer, executed and acknowledged on the date of Closing, warranting and holding the said title insurer harmless against unpaid laborers' and materialmen's liens as required by Purchaser's title insurer to insure title to the Property without exception for claims of mechanics and materialmen claiming by or through Seller.

E. Seller's affidavit, executed and acknowledged on the date of Closing, to the effect that there are no tenants, occupants, or other third parties in possession of the Property or having any right to possession of the Property under any unrecorded leases or otherwise.

F. A settlement statement setting forth the Purchase Price and the closing adjustments and prorations in form reasonably satisfactory to Purchaser & Seller (the "**Closing Statement**").

10. Condemnation. Seller shall give Purchaser immediate Notice of any action or proceeding pending or instituted in eminent domain or for condemnation of any part of the Property. If, prior to Closing, all or any part of the Property is made the subject of any proceeding in condemnation or is taken by the power of eminent domain or is conveyed by deed in lieu of any of the foregoing, Purchaser may terminate this Agreement by giving written notice to Seller with payment of the Termination Payment. Thereafter, this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein. If Purchaser does not so terminate, then this Agreement shall remain in full force and effect, and Seller shall turn over or credit to Purchaser at Closing all monies received by reason of such taking and shall further assign to Purchaser all Seller's rights, title, and interest in and to any pending litigation as well as any awards that may be made for such taking and any additional money that may be payable thereunder.

11. Default.

A. Except as otherwise provided herein, in the event of a breach or default by Seller of any of its representations, warranties, covenants, or obligations hereunder, Purchaser rights shall be limited to the following rights and remedies:

1. Purchaser shall have the right to terminate this Agreement by Notice to Seller, in which event no Termination Payment shall be due and the Earnest Money shall be refunded to Purchaser, and this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein.

2. Purchaser shall have the right to proceed in equity to enforce Purchaser's right against Seller for specific performance.

B. The parties acknowledge that in the event of a default by Purchaser under this Agreement, it would be difficult and extremely impracticable to estimate the damage and harm that Seller would suffer, and that the amount of the Earnest Money is a reasonable estimate of the damages that Seller would suffer as a result of such default. Accordingly, as Seller's sole remedy in the event of a default by Purchaser under this Agreement, Seller shall be entitled to (i) receive and retain all Earnest Money then held in trust by the Escrow Agent; and (ii) receive return of all

Seller's Documents and delivery of the Diligence Materials (as described below) in accordance with Section 30 below.

C. Notwithstanding Subsections A and B above, in the event of a party's breach of any representation, warranty, or other agreement contained in this Agreement that (i) expressly survives Closing or termination of this Agreement; and (ii) is first discovered by the non-defaulting party following Closing despite the exercise of the non-defaulting party's due diligence prior to Closing, the non-defaulting party shall be entitled to all rights and remedies available at law or in equity (including the right to recover all actual damages, but excluding lost profits, and special, exemplary and punitive damages) for such breach..

12. Risk of Loss. Seller shall bear the risk of loss or damage to the Property, except as limited by Section 6 of this Agreement.

13. Post-Closing Obligations. After Closing, Seller and Purchaser shall cooperate with one another at reasonable times and on reasonable conditions, and shall execute and deliver such instruments and documents as may be necessary in order to fully carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments as the parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability to the party from whom such cooperation is sought.

14. Closing Costs.

A. Seller shall pay for the preparation of the documents required to be delivered to Purchaser at Closing under Section 9 (except the Closing Statement, which shall be a Purchaser expense), and for all other documents necessary to perform Seller's obligations under this Agreement. Purchaser shall pay for title insurance, recording fees for the Warranty Deed and any other recordable documents described by this Agreement, for the preparation and recording of any documents required to secure Purchaser's financing of the purchase of the Property pursuant to this Agreement, for all costs of the Escrow Agent, and for all costs of Purchaser's chosen settlement agent. Each party shall be responsible for such party's attorneys' fees.

B. Pursuant to N.C. Gen. Stat. § 105-228.28, the Land is exempt from real estate excise taxes (revenue stamps).

15. Taxes and Assessments.

A. Taxes. Property taxes on the Property for the year in which Closing occurs shall be paid by Purchaser pursuant to N.C. Gen. Stat § 105-285(d). Seller shall be responsible for the full payment at or prior to Closing of any deferred taxes assessed against the Property.

B. Assessments. Seller will pay or credit to Purchaser at Closing all assessments for municipal or other public improvements that are confirmed on the date of Closing. Purchaser shall pay any pending assessments.

16. Brokerage. Seller represents to Purchaser that Seller has not dealt with any broker, finder, or other agent in connection with the transaction contemplated by this Agreement. Purchaser represents to Seller that Purchaser has not dealt with any broker, finder, or other agent in connection with the transaction contemplated by this Agreement. To the extent permitted by law, each party shall indemnify, defend, protect, and hold the other harmless from and against any and all claims incurred by the other party by reason of any breach or inaccuracy of the representation, warranty, and agreement of Seller or Purchaser, as applicable, contained in this Section.

17. Assignment. Without the consent of Seller, Purchaser may assign this Agreement to any wholly owned subsidiary of Purchaser or any entity in which Kenneth Burnham is the sole member. Otherwise, this Agreement may not be assigned by a party without the prior consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed.

18. Notices. All notices required under this Agreement (each, a "**Notice**") shall be void and of no effect unless given in accordance with the provisions hereof. A Notice shall be in writing and shall be deemed to have been given: (a) upon receipt by the addressee (with written confirmation of receipt) or upon refusal of delivery when delivered by hand; (b) upon receipt by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt) or upon refusal of delivery; (c) on the date sent by email (with confirmation of transmission) if sent during the hours of 9:00 a.m. to 5:00 p.m. local time to the Property, and on the next Business Day (as hereinafter defined) if sent after 5:00 p.m. local time to the Property; or (d) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

Notices must be sent to the respective parties at the following addresses, addressed as follow (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

If to Seller:
Town of Rolesville
Attn: Kelly Arnold, Town Manager
502 Southtown Circle
Rolesville, NC 27570
(919) 556-3506
kelly.arnold@rolesville.nc.gov

with copy to:
Fox Rothschild LLP
Attn: David J. Neill, Town Attorney
434 Fayettteville Street, Suite 2800
Raleigh, North Carolina 27601
(919) 755-8766
dneill@foxrothschild.com

If to Purchaser:
Cobblestone Crossing of Rolesville LLC
Attn: Kenneth Burnham, Manager

8480 Honeycutt Road Suite 200
Raleigh NC 27615
(585) 303-5131
kburnham1452@yahoo.com

If to Escrow Agent: Hervey & Hervey, P.A.
Attn: Benjamin Hervey
1151 Executive Circle, Suite 102
Cary, North Carolina 27511
(919) 467-9076
ben@herveyandhervey.com

Each party may designate by Notice a new address to which any Notice thereafter may be given, served, or sent.

19. Amendments. No modification or amendment of this Agreement will be valid or binding unless in writing and signed by the party against whom such modification or amendment is asserted.

20. Waiver. No waiver of any of the provisions of this Agreement or of any breach or violation of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein. All previous undertakings or agreements between the parties with respect to the matters contained herein are merged herein and superseded hereby. No representation, promise or inducement not included herein shall be binding on any party hereto.

22. Survival of Rights. Unless otherwise expressly limited, any provision of this Agreement that by its nature and effect is required to be kept, observed, or performed after Closing shall survive Closing, and shall not be merged therein, but shall be and remain binding upon and for the benefit of the parties until fully observed, kept, or performed.

23. Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns, and any reference herein to a "party" shall include such party's successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. Interpretation. If there arises any dispute regarding the intent of the parties to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any party, and this Agreement shall not be strictly construed against any party.

When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of words "include," "includes," and "including" are deemed to be followed by the words "without limitation." Any use in this Agreement of the word "or" is not exclusive. Any use in this Agreement of the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Any citation or reference to any statute or other provision of law (each a "**Law**"), means such Law as well as any amendments or successors thereto. The headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend, or interpret the scope of this Agreement or any particular word, section, paragraph, or other provision of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement, or executed counterpart signature pages of this Agreement, delivered by fax, email in portable document format (pdf), or other electronic transmission intended to preserve the original graphic appearance of the document shall be deemed to have the same legal effect as delivery of an original, signed copy of this Agreement. Without limiting the foregoing, a copy of this Agreement or any other writing required under this Agreement that is executed with an electronic signature as defined by the Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.) shall be deemed as binding upon the maker as any signature or mark made by ink or otherwise.

26. Business Days. If the date for the performance of any obligation or the expiration of any time period hereunder falls on a Saturday, Sunday, a day identified on the holiday schedule of the North Carolina Office of State Human Resources, or on any other day when the Montgomery County Register of Deeds is closed (each a "**Holiday**" and any other day, a "**Business Day**"), such date shall be extended until the next day Business Day.

27. Attorneys' Fees. If one or more parties hereto brings suit against another party or takes other actions to enforce the provisions of this Agreement, and judicially establishes that a party breached any of the provisions of this Agreement, the breaching party shall pay to the other party or parties all expenses incurred therefor, including the non-breaching party's or parties' reasonable attorneys' fees.

28. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party or trust warrants and represents that he or she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

29. Tax Deferred Exchanges.

    A. Seller acknowledges and agrees that Purchaser may be acquiring the Property in exchange for other real property and as a part of a 1031 tax deferred exchange. In that regard, Seller agrees to cooperate with Purchaser in connection with any such

tax deferred exchange and shall execute any and all documents and instruments reasonably necessary in connection therewith; provided, however, Seller shall not be obligated to incur any expense, cost, or liability arising out of such cooperation.

B. In the event of a tax deferred exchange, the assigning party agrees to save, indemnify, protect, and defend the other party (with counsel reasonably satisfactory to such other party) from and against and hold the other party harmless from any and all expenses and/or liabilities arising from such assignment and exchange and the other party shall not be required to take title to any other property.

30. Purchaser Termination Deliveries.

A. In the event of any termination of this Agreement by Purchaser, except upon the grounds of Seller's default, within ten (10) Business Days of such termination, Purchaser shall return to Seller all Seller's Documents and deliver to Seller all surveys, reports, test results, or other materials acquired by Purchaser as part of the Due Diligence Investigations; and all plans, drawings, applications, permits, or other materials prepared or acquired by Purchaser as part of the Development Approvals (collectively, the "**Diligence Materials**").

B. Any delivery or assignment of Diligence Materials made by Seller pursuant to the requirements of this Section shall be made in good faith but is otherwise delivered without any representation or warranty of any kind.

31. Right of Repurchase. Purchaser shall grant to Seller the right to repurchase the Property for the Purchase Price in the event of Purchaser's uncured default or failure to commence construction within sixteen (16) months of the date of Closing. At Closing, Purchaser shall execute a Repurchase Agreement in the form attached hereto and hereby incorporated herein as Exhibit A (the "**Repurchase Agreement**"). The Repurchase Agreement and its option shall be subordinate to any acquisition financing of Purchaser up to a principal sum equal to the Purchase Price.

32. Additional Seller Covenants. From the Effective Date hereof until Closing or termination of this Agreement, Seller shall not (i) permit grading, excavation, fill, dumping, clearing or other activities on the Property that would increase the expense or difficulty of the development of the Property, (ii) create or incur any mortgage, lien, pledge, or other encumbrance in any way affecting the Property other than those that Seller causes to be satisfied and/or released at or prior to Closing, (iii) commit any waste or nuisance upon the Property and will maintain and keep the Property in a neat condition and will observe all laws, ordinances, regulations and restrictions affecting the Property; or (iv) bury any trees, stumps, boulders, trash, refuse or brush on any portion of the Property.

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SIGNATURE & EXHIBIT PAGES FOLLOW

IN WITNESS WHEREOF, each party has caused this Agreement to be executed under seal as of the dates indicated hereinbelow.

"Seller"

TOWN OF ROLESVILLE

By: _____
Name: Ronnie Currin
Title: Mayor of Rolesville
Date: _____

Attest:

_____
Robin Peyton, Town Clerk

Approved as to form:

_____
David J. Neill, Town Attorney

"Purchaser"

COBBLESTONE CROSSING OF ROLESVILLE, LLC (SEAL)

By: _____
Name: Kenneth Burnham
Title: Manager
Date: _____

EXHIBIT A
"Repurchase Agreement"

Instrument prepared by: David J. Neill, Fox Rothschild LLP, 434 Fayetteville St., Suite 2800, Raleigh, NC 27611
Mail after recording: David J. Neill, Fox Rothschild, PO Box 27525, Raleigh, NC 27611 (Box #183)

REPURCHASE AGREEMENT

THIS REPURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of April _____, 2020 (the "**Effective Date**"), by and between TOWN OF ROLESVILLE, a North Carolina municipal corporation ("**Town**"), and **COBBLESTONE CROSSING OF ROLESVILLE LLC**, a North Carolina limited liability company ("**Owner**").

W I T N E S S E T H :

WHEREAS, Town and Owner's predecessor-in-interest, Cobblestone Crossing of Rolesville LLC, entered into that certain Purchase and Sale Agreement dated June ____, 2020 (as amended from time to time, the "**Purchase Agreement**"), for the sale by Town and the purchase by Owner of that certain land assemblage of ten (10) parcels, lots, or tracts and commonly known as "Town Center" containing eleven and nine hundredths (11.09) acres, more or less, located in the State of North Carolina, County of Wake, Township of Wake Forest, and Town or Rolesville northwest of the intersection of Main Street and Young Street and being more particularly described in Exhibit A attached hereto and incorporated herein, together with all privileges, rights, and easements appurtenant to the same, including all mineral, oil, or gas rights, development rights, air rights, water rights, and timber rights of or relating to the same (the "**Land**"), and together with the remainder of the Property (as defined in the Purchase Agreement); and

WHEREAS, Town and Owner are parties to that certain Development and Incentives Agreement of equal date with the Purchase Agreement directing the terms and conditions for the design, development, construction, permitting, and use of the Land (the "**Development Agreement**"); and

WHEREAS, the Purchase Agreement requires an option by provided to Town to repurchase the Property in the event that Construction on the Property has not been achieved within sixteen (16) months following the Effective Date hereof. "**Construction**" as used herein means completion of the foundation and footings for at least one (1) building designated for non-residential uses as described in the Development Agreement; and

WHEREAS, by a special warranty deed together with one or more bills of sale all of even date herewith, Town has conveyed, and Owner has acquired, the Property.

NOW THEREFORE, in consideration of the mutual premises set forth above, the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Repurchase Option.

   A. Town has the option (the "**Repurchase Option**") to repurchase the Property for a price equal to the "Purchase Price," as such term is defined in the Purchase Agreement (the "**Repurchase Price**"), if Owner has not completed required Construction on the Property within sixteen (16) months after the Effective Date hereof (the "**Option Period**"). The Repurchase Option shall apply to Owner and any other then-owner(s) from time to time of the Property or any portion thereof, and as used herein, the term "Owner" will include any such then-owner(s).

   B. Town may exercise the Repurchase Option by delivering notice of such exercise to Owner no later than sixty (60) days after the expiration of the Option Period (the "**Repurchase Exercise Notice**").

2. Closing.

   A. If Town exercises the Repurchase Option, "**Closing**" shall mean the execution and delivery of the documents required to be delivered hereunder, the payment of the Purchase Price in the manner set forth in Section 2 above, and the recording of the deeds to be delivered hereunder. Closing shall be held at the offices of Town's North Carolina-licensed attorney on a date determined by Town but no later than ninety (90) days following the Repurchase Exercise Notice (as defined below) and satisfaction of the Conditions Precedent (as defined below) (the "**Closing Date**"). Notwithstanding any condition for determination of the Closing Date, under no circumstance shall the Closing Date be later than one hundred twenty (120) days following the Repurchase Exercise Notice (the "**Outside Contract Deadline**")

   B. At Closing, the Repurchase Price together with all other fees, costs, and other adjustments as described in the Closing Statement (as defined below) are to be paid by wire transfer.

3. Conditions of Closing.

   A. As of the Closing Date, title must be vested in Owner and must be fee simple, marketable and insurable title, free and clear of all encumbrances excepting only the Permitted Exceptions (as defined below).

   B. All deeds of trust, judgments, UCC financing statements, special assessments, or other liens or charges against the Property must be paid and cancelled (or otherwise released) by Owner at or prior to Closing.

4. Documents at Closing. At Closing, Owner shall properly execute, acknowledge, and deliver to Town the following materials:

A. A special warranty deed conveying to Town fee simple title to the Property, free and clear of all liens and encumbrances, except only the Permitted Exceptions and other covenants, easements, restrictions, and public rights-of-way of record.

B. Lien affidavits acceptable to Town's title insurer, executed and acknowledged on the date of Closing, warranting and holding the said title insurer harmless against unpaid laborers' and materialmen's liens.

C. Owner's affidavit, executed and acknowledged on the date of Closing, to the effect that there are no tenants, occupants, or other third parties in possession of the Property or having any right to possession of the Property under any unrecorded leases or otherwise.

D. A settlement statement setting forth the Purchase Price and the closing adjustments and prorations in form reasonably satisfactory to Town and Owner (the "**Closing Statement**").

5. Taxes and Assessments.

A. Taxes. Property taxes on the Property shall be paid by Owner pursuant to N.C. Gen. Stat § 105-385(c).

B. Assessments. Any confirmed assessments shall be paid by the Owner. Any proposed or pending assessments shall be the responsibility of the Town.

6. Default.

A. In the event of a breach or default by Owner of any of its representations, warranties, covenants, or obligations hereunder, Town shall have all rights and remedies available at law or equity. Further, Town shall have the right to proceed in equity to enforce Town's right against Owner for specific performance.

B. In the event of a breach or default by Town of any of its representations, warranties, covenants, or obligations hereunder, Owner shall have all rights and remedies available at law or equity.

7. Notices. All notices required under this Agreement (each, a "**Notice**") shall be void and of no effect unless given in accordance with the provisions hereof. A Notice shall be in writing and shall be deemed to have been given: (a) upon receipt by the addressee (with written confirmation of receipt) or upon refusal of delivery when delivered by hand; (b) upon receipt by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt) or upon refusal of delivery; (c) on the date sent by email (with confirmation of transmission) if sent during the hours of 9:00 a.m. to 5:00 p.m. local time to the Property, and on the next Business Day (as hereinafter defined) if sent after 5:00 p.m. local time to the Property; or (d) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

Notices must be sent to the respective parties at the following addresses, addressed as follow (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

If to Town: Town of Rolesville
Attn: Kelly Arnold, Town Manager
502 Southtown Circle
Rolesville, NC 27570
(919) 556-3506
kelly.arnold@rolesville.nc.gov

with copy to: Fox Rothschild LLP
Attn: David J. Neill, Town Attorney
434 Fayettteville Street, Suite 2800
Raleigh, North Carolina 27601
(919) 755-8766
dneill@foxrothschild.com

If to Owner: Cobblestone Crossing of Rolesville LLC
Attn: Kenneth Burnham, Manager
8480 Honeycutt Road Suite 200
Raleigh NC 27615
(585) 303-5131
kburnham1452@yahoo.com

8. Miscellaneous.

A. Amendments. No modification or amendment of this Agreement will be valid or binding unless in writing and signed by the party against whom such modification or amendment is asserted.

B. Waiver. No waiver of any of the provisions of this Agreement or of any breach or violation of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

C. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein. All previous undertakings or agreements between the parties with respect to the matters contained herein are merged herein and superseded hereby. No representation, promise or inducement not included herein shall be binding on any party hereto.

D. Survival of Rights. Unless otherwise expressly limited, any provision of this Agreement that by its nature and effect is required to be kept, observed, or performed after Closing shall survive Closing, and shall not be merged therein, but

shall be and remain binding upon and for the benefit of the parties until fully observed, kept, or performed.

E. Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns, and any reference herein to a "party" shall include such party's successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

F. Interpretation. If there arises any dispute regarding the intent of the parties to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any party, and this Agreement shall not be strictly construed against any party. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of words "include," "includes," and "including" are deemed to be followed by the words "without limitation." Any use in this Agreement of the word "or" is not exclusive. Any use in this Agreement of the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Any citation or reference to any statute or other provision of law (each a "**Law**"), means such Law as well as any amendments or successors thereto. The headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend, or interpret the scope of this Agreement or any particular word, section, paragraph, or other provision of this Agreement. Capitalized terms not defined herein shall have the meanings assigned by the Purchase Agreement or Development Agreement, as applicable.

G. Business Days. If the date for the performance of any obligation or the expiration of any time period hereunder falls on a Saturday, Sunday, a day identified on the holiday schedule of the North Carolina Office of State Human Resources, or on any other day when the Montgomery County Register of Deeds is closed (each a "**Holiday**" and any other day, a "**Business Day**"), such date shall be extended until the next day Business Day.

H. Attorneys' Fees. If one or more parties hereto brings suit against another party or takes other actions to enforce the provisions of this Agreement, and judicially establishes that a party breached any of the provisions of this Agreement, the breaching party shall pay to the other party or parties all expenses incurred therefor, including the non-breaching party's or parties' reasonable attorneys' fees.

I. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party or trust warrants and represents that he or she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE, ACKNOWLEDGMENT, AND EXHIBIT PAGES FOLLOW

IN WITNESS WHEREOF, each party has caused this Agreement to be executed under seal as of the dates indicated hereinbelow.

"Town"

TOWN OF ROLESVILLE

By: _____
Name: Ronnie Currin
Title: Mayor of Rolesville

[Municipal Seal Above]

Attest:

_____
Robin Peyton, Town Clerk

Approved as to form:

_____
David J. Neill, Town Attorney

NORTH CAROLINA
WAKE COUNTY

I certify that Robin Peyton, Town Clerk of the Town of Rolesville personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a named party to the foregoing document, has no interest in the transaction, signed the foregoing document as a subscribing witness, and either (i) witnessed Ronnie Currin, Mayor of the Town of Rolesville (principal) sign the foregoing document or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Today's Date: _____ _____, 20____

_____
[Notary's signature as name appears on seal]

_____
[Notary's printed name as name appears on seal]

My commission expires: _____ _____, 20_____

[Affix Notary Seal in Space Above]

"Owner"

COBBLESTONE CROSSING OF ROLESVILLE LLC (SEAL)

By: _____
Name: Kenneth Burnham
Title: Manager

_____ COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Kenneth Burnham, as manager of Cobblestone Crossing of Rolesville LLC

Date: _____ _____, 20____

_____
[Notary's signature as name appears on seal]

_____, Notary Public
[Notary's printed name as name appears on seal]

My commission expires: _____ _____, 20_____

[Affix Official Seal in Space Above]

<u>EXHIBIT A (to EXHIBIT C)</u>
The "Land"
(to be attached)

Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: July 15, 2020
Re: Rolesville Rural Fire Department Request, Agenda Item #C.4.

Background

On June 23rd, the Town received a letter from the Rolesville Rural Fire Department (RRFD) requesting that the Town accept 11 of their full-time staff as employees of the Town. Town staff subsequently reached out to the North Carolina League of Municipalities, NC Fire Chief Consulting (the contractor who conducted the fire station review in 2019), and the communities of Wake Forest, Knightdale, Cornelius, and Leland.

The findings suggest that while it is possible to convert the RRFD employees to Town employees, it is strongly advised that such an action be recognized as only a short-term first step toward transitioning the entire RRFD (personnel, assets, and accountability) to a Town function.

After further consultation between the Town and the RRFD, it was agreed that it would be desirable to hire an outside consultant to develop agreement regarding how and when such a transition would occur. Town staff subsequently drafted an RFP for a Fire Services Study and began contacting fire consulting providers.

Staff have contacted Greg Grayson of NC Fire Chief Consulting, who worked on the Wake Forest study, Paul Brooks of Brooks Innovative Solutions, who worked on the Knightdale study, and Leonard Matarese of the Center for Public Safety Management, who worked on the Cornelius study.

The due date for responses to the RFP is this coming Friday, July 17. Staff anticipate sharing the responses from the RFP with the Town's elected officials and the RRFD this coming Monday or Tuesday.

Board Options

The following items are proposed for discussion at the Town Board's meeting on July 21:

Contractor:

- Does the Town Board desire to proceed with hiring a contractor to conduct a fire services study regarding the transition of the Fire Department?
- If the Town Board chooses to proceed, staff will be prepared on July 21 to make a recommendation based on the RFP responses.

Cost:

- Who should pay for the consultant services? Should the costs be split between the Town and RRRD? (The current cost share for the RRFD is 52% Town and 48% County.)
- If both the Town Board and RRFD Board agree to share the costs of the study, a clear understanding would need to be made with the consultant regarding its dual clients and the need for full transparency.
- If the Town Board chooses to fund some or all of the costs, a budget amendment has been prepared and attached to this memo to provide funds for this purpose. The amount of the ordinance can be changed verbally during a motion to approve.

RRFD Board

- If Town Board desires to share the costs of the study, the RRFD Board will also need to approve the decision as to the choice of contractor as well as the shared funding agreement.

Attachments:

- Letter from the Rolesville Rural Fire Department
- RFP for Fire Services Study
- Ordinance to Amend the 2020-2021 Fiscal Year Budget Ordinance

Rolesville Rural Fire Department, Inc.

VOLUNTEER FIREMEN to SERVE YOU

Rolesville Fire District
PO Box 249
Rolesville, NC 27571

June 18, 2020

Mr. Kelly Arnold – Town Manager
PO Box 250
Rolesville, NC 27571

At our Board Meeting on June 16, 2020, the Rolesville Rural Fire Department Board of Directors voted unanimously to request the Town of Rolesville to accept our eleven (11) full-time employees as employees of the Town. If approved, these employees would become Town of Rolesville employees assigned to the Rolesville Rural Fire Department.

Spence Jones – Chairman of the Board

Rodney M. Privette – Fire Chief

Request for Proposal
Fire Services Study

Issued: July 13, 2020
Proposals Due: July 17, 2020

Description
The Town of Rolesville (Town) and Rolesville Rural Fire Department (RRFD) are seeking proposals from established vendors who have been in the business of evaluating North Carolina fire services for a minimum of five years.

Background
The Town of Rolesville, North Carolina is a municipality of 8,500 people located in northeastern Wake County, within the Raleigh metropolitan area. The non-profit Rolesville Rural Fire Department provides fire protection services within the Rolesville corporate Town limits as well as a wide area in the unincorporated County. As a result of recent mergers between municipalities in Wake County and other local rural fire departments, RRFD has asked the Town to have RRFD employees convert to Town employees. The Town is interested in reviewing this request in a comprehensive fashion including all aspects of a conversion process from RRFD to Town.

The RRFD receives its funding from two primary sources: 1) a portion of the property taxes paid by Town of Rolesville residents and 2) an allocation from the consolidated fire tax district in unincorporated areas of Wake County. The department currently has 12 full-time personnel, 2 part-time management personnel, and several volunteers.

Scope of Services
The vendor should perform a review of the current fire services environment in Rolesville and make recommendations to ensure adequate, on-going fire services in the district. Should the Town and RRFD agree to unification of the fire service, vendor would provide guidance on all issues related to this merger, including financial, human resources, capital equipment, policies, etc.

The Town and RRFD are interested in a short timeframe for this study, with a potential for staff transition effective as soon as July 1, 2021.

Proposal
Submitted proposals should contain the information outlined below:

Letter of Intent to include:
1) Signature of an officer of the company authorized to bind the vendor to the proposal.
2) Company name, address, telephone number, and website.
3) Background of company and relevant work experience of the staff assigned to the project
4) References of at least two recent local government clients.

Implementation Plan with recommendations for phased implementation of the study, including timelines and pricing for each phase.

Timeline & Submission

Date of advertisement: July 13, 2020
Proposal due date: July 17. 2020

Responses may be submitted by mail, in person, or via email to:

Kelly Arnold, Town Manager
Town of Rolesville
PO Box 250
502 Southtown Circle
Rolesville, NC 27571
kelly.arnold@rolesville.nc.gov

Selection Process

Proposals will be evaluated based on:

1. Experience in similar consulting services and familiarity with Wake County NC
2. Qualification of project staff
3. Cost of services
4. Performance history per references

Vendors may be requested to participate in an oral interview subsequent to proposal submission.

General Requirements

- This solicitation and any subsequent contract shall be awarded consistent with and governed by the laws of the State of North Carolina.
- Proposals submitted shall not be subject to public inspection until a contract is awarded.
- The Town reserves the right to reject any or all proposals and to waive any informalities as may be permitted by law.
- The Town reserves the right to request oral interviews or request additional information from any or all vendors.
- The Town reserves the right to award a contract based on proposals received without further discussion or negotiation.
- All proposals shall be signed by an authorized officer or employee of the submitting organization. The name of the company, contract person, telephone number, fax number, and address shall be included.
- The RFP does not commit the Town to award, nor does it commit the Town to pay any cost incurred in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, no procure or contract for service or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract or award.

2020-BA-04

AN ORDINANCE TO AMEND THE 2020-2021 FISCAL YEAR BUDGET ORDINANCE

BE IT ORDAINED, by the Board of Commissioners of the Town of Rolesville, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

1. *To appropriate funds from contingency for Phase I of a fire services study to transition the Rolesville Rural Fire Department to a Town service.*

Decrease Expenditure		
11-700-85	Contingency	$15,000
Increase Expenditure		
11-700-60	RRFD Partnership	$15,000

This will result in no change to revenues or expenditures of the General Fund.

Adopted this 21st day of July 2020

_____
Ronnie I. Currin
Town of Rolesville Mayor

Attest: _____
Robin E. Peyton
Town Clerk

Welcome

Town of Rolesville
Board of Commissioner's Meeting
Tuesday, July 21, 2020

Rolesville
Genuine Community • Capital Connection
Est. 1837

Rolesville
Genuine Community • Capital Connection
Est. 1837

Unified Development Ordinance Text Amendment:

TA 20-03, Amendment to Article 10 - Section 10.1 - add Senior Housing Parking standards

Unified Development Ordinance Text Amendment: UDO TA 20-03

- Request by Taft Mills Group to amend the required number of off-street parking spaces for multifamily senior housing.

- Transportation Consultants Ramey Kemp Associates reviewed the applicant's request stating the request is consistent with industry findings and parking rates.

Unified Development Ordinance Text Amendment: UDO TA 20-03

- The current use table in Section 10.1.10 does not differentiate between multifamily uses.

- Staff is proposing a definition of senior housing to be added to Article 16: Definitions, Section 16.3 Definitions of Commonly Used Terms and Words to clarify this separation of uses.

Unified Development Ordinance Text Amendment: UDO TA 20-03

USES	NUMBER OF REQUIRED OFF-STREET PARKING SPACES
RESIDENTIAL	
Dwellings, single and two family	Two spaces per dwelling unit
Dwellings, multi-family <u>excluding senior housing</u>	Two spaces for each dwelling unit plus one-half per bedroom over two bedrooms plus one visitor space for each four dwelling units
<u>Dwellings, multi-family senior housing</u>	<u>One space per dwelling unit</u>
Townhouses	Two spaces for each dwelling unit plus one-half per bedroom over two bedrooms plus one visitor space for each four dwelling units
Group housing, such as boarding houses, dormitories, and similar establishments	One and two-tenths spaces for each bedroom
Mobile homes on individual lots	Two spaces per mobile home
Mobile home parks	Two spaces for each visitor home plus one visitor parking space for each four mobile homes

Unified Development Ordinance Text Amendment: UDO TA 20-03

- Article 16: Definitions; Section 16.3 Definition of Commonly Used Terms and Words, be amended to read as follows:

- *Senior Housing: Age restricted housing consistent with the Department of Housing and Urban Development guidelines for the Fair Housing Act: Housing for Older Persons.*

Unified Development Ordinance Text Amendment: UDO TA 20-03

- The Rolesville Comprehensive Plan encourages revisions to the Unified Development Ordinance when the current standards are not following current demands and practices of the needs of the community.

- The proposed text amendment will address such a condition of the UDO and will serve in the public interest.

Unified Development Ordinance Text Amendment: UDO TA 20-03

- The change is consistent with the Rolesville Comprehensive Plan to allow provisions to be revised to the minimum design standards that are similar to surrounding communities.

Unified Development Ordinance Text Amendment: UDO TA 20-03

- Staff recommends approval of the UDO TA 20-03, and make the necessary statutory findings and recommendations to the Town Board of Commissioners.

Unified Development Ordinance Text Amendment: UDO TA 20-03

- Planning Board recommends approval of the UDO TA 20-03, and the request is reasonable and in the public interest; is consistent with the Rolesville Comprehensive Land Use Plan to allow revisions to surrounding communities design standards.

Welcome

Town of Rolesville
Board of Commissioner's Meeting
Tuesday, July 21, 2020

Rolesville
Genuine Community • Capital Connection
Est. 1837

FUTURE TOWN BOARD MEETINGS

(Please note this schedule is subject to change)

July 21, 2020 — Town Board Regular Meeting – 7:00 pm

- Consent: Call for Public Hearing on Case PR20-03: The Preserve @ Jones Dairy Rd (South) Preliminary Subdivision Plat
- Consent: Call for Public Hearing (Quasi-Judicial) Case: SUP20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for Previous SUP Conditions.
- Consent: ANX 20-04: Non-Contiguous Voluntary Annexation Petition by Mitchell Mill Road Investors, LLC, Manly Farm Road, Wake County PIN# 1757994300, and Resolution for Town Clerk to Investigate the Sufficiency
- Consent: ADA Transition Plan Adoption by Resolution.
- Public Hearing (Legislative) – Case (Quasi-Judicial): UDO TA20-03 Article 10 – Add Senior Housing Parking Standards
- Presentation of Cobblestone Development Project and Draft Economic Development Agreement between Town of Rolesville and Cobblestone Development
- Consideration of Request by Rolesville Rural Fire Department and Determination of Process and Consultant.

July 24, 2020 — Special Town Board Virtual Work Session – 8:00 am to 10:00 am

August 4, 2020 — Town Road Regular Meeting – 7:00 pm

- Public Comment.
- Consent: Chandlers Ridge Development Order Approval.
- Consent: ANX 20-03 Watkins Property. (Kalas Falls Subdivision) Voluntary Annexation – Town Clerk Certify the Sufficiency of the Petition and Schedule Public Hearing.
- Consideration of Request for Additional Funds by Rolesville Chamber of Commerce.

August 18, 2020 — Town Board Regular Meeting – 7:00 pm

- Consent: Call for Public Hearing (Quasi-Judicial) PR 20-02: The Preserve @ Jones Dairy Rd (North), Preliminary Sub Plat.
- Consent: Call for Public Hearing (Quasi-Judicial) PR 20-04: The Preserve @ Jones Dairy Rd (Central), Preliminary Sub Plat.
- Consent: Call for Public Hearing (Quasi-Judicial). SP 20-03: Carolina Legacy Volleyball Site Plan.
- Public Hearing (Quasi-Judicial). Case: SUP20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for Previous SUP Conditions.
- Public Hearing (Quasi-Judicial) Case PR 20-03: The Preserve @ Jones Dairy Rd (South) Preliminary Subdivision Plat.
- Case: PR 20-01: The Point, Phases 1 through 10, (South) Preliminary Sub Plat (Admin Approval).

September 1, 2020 — Town Board Regular Meeting – 7:00 pm

- Public Comment
- Public Hearing (Legislative). Case: ANX 20-03 Watkins Property. (Kalas Falls Subdivision) Voluntary Annexation.
- Case: PR 20-04: Kalas Falls, Preliminary Sub Plat (Admin Approval).

September 15, 2020 Town Board Regular Meeting – 7:00 pm

- Public Hearing (Quasi-Judicial). Case: SP 20-03: Carolina Legacy Volleyball Site Plan
- Public Hearing (Quasi-Judicial). Case: PR 20-02: The Preserve @ Jones Dairy Rd (North), Preliminary Sub Plat.
- Public Hearing (Quasi-Judicial) Case: PR 20-04: The Preserve @ Jones Dairy Rd (Central), Prelim Sub Plat (Admin Approval).

Future Board Meetings- Not Scheduled

- Public Hearing (Legislative) Case: MA 20-01 C4 Investments LLC
- Public Hearing (Quasi-Judicial) Case: SP 20-01 Elizabeth Springs Amenity Site Plan
- Public Hearing (Legislative) Case: UDO TA 20-01 R3 Zoning District – Add Single-Family Dwellings
- Public Hearing (Legislative) Case: ANX 20-03 Hopper Communities, LLC Wheeler Property/Rolesville & Mitchell Mill Road
- Public Hearing (Legislative) Case: MA 20-01 Hopper Communities, LLC, Zone R3-CZ Zoning District for Proposed Annexation Area (ANX 20-03).