

Comments on #REZ-25-0002 - Planning & Zoning: Rezoning (Map Amendment)

Application Number: #REZ-25-0002
Application Type: Rezoning (Map Amendment)
Date: January 5, 2026
Address: 0 N Main ROLESVILLE



THIS DOCUMENT IS NOT YOUR PERMIT.

The Rolesville Planning Department has reviewed your application for a Rezoning (Map Amendment) Application and has responded with a set of comments that require your attention. These comments must be addressed in full before an approval will be issued.

Reviewing this document on GovWell, our online portal, will allow you to view interactive markups on the document. If you are viewing this as a PDF or offline, a list of all comments will be provided below in this cover sheet. These comments must be acknowledged before a permit is issued.

After you have addressed all comments, please upload corrected versions of the plans by clicking [here](#) or by visiting <https://app.govwell.com/record/3ca0250a-b4c3-40f4-9cbc-2d8a2fdc0933>.

Contacts

Brittany Lingle

Wake County Deputy Fire Marshal

brittany.lingle@wake.gov

Updates Requested

Eddie Henderson

Parks & Recreation

ehenderson@rolesvillenc.gov

Updates Requested

Elizabeth Powell

Wake County Watershed Mgmt

elizabeth.powell@wake.gov

No Comment

Jacob Butler

Interim Fire Chief

jbutler@rolesvillenc.gov

Updates Requested

Jacqueline Thompson

On-Call Civil Engineer

jacqueline.thompson@bolton-menk.com

Approved

Joshua Zhang

NC DOT

jpzhang@ncdot.gov

Updates Requested

Meredith Gruber

Senior Planner

mgruber@rolesvillenc.gov

Updates Requested

Michael Elabarger

Interim Planning Director

melabarger@rolesvillenc.gov

Updates Requested

Michele Raby

Planner II

mraby@rolesvillenc.gov

Updates Requested

Stephen Wolf

Wake County Deputy Fire Marshal

stephen.wolf@wake.gov

Updates Requested

Tanner Hayslette

Planner I

thayslette@rolesvillenc.gov

Updates Requested

Tim Beasley

City of Raleigh - Public Utilities

timothy.beasley@raleighnc.gov

Approved

Comments

1



Elizabeth Powell

Wake County Watershed Mgmt

No comments from Wake County Environmental

Page 1 • December 2, 2025, 9:46am

2



Michele Raby

Planner II

Please update project information and include addresses.

Page 1 • December 2, 2025, 8:19am

3



Michael Elabarger

Interim Planning Director

This does not include PIN 1769123307 - why?

Page 1 • January 5, 2026, 9:58am

4



Michael Elabarger
Interim Planning Director

Broughton? Is the name of this Opal at Main or Broughton?

Page 1 • January 5, 2026, 9:57am

5



Michael Elabarger
Interim Planning Director

This PIN is now included, correct? REVISE.

Page 2 • January 5, 2026, 9:58am

6



Michele Raby
Planner II

Update project name to Opal, update information and add addresses. Create boundary survey, hatch or gray areas not requested in rezoning, add total area requesting rezoning for clarity.

Page 2 • December 3, 2025, 8:37am

7



Stephen Wolf
Wake County Deputy Fire Marshal

1. Update site plan to include all parcels.
2. Update name to reflect current project
3. Address all previous comments from Fire Services and Rolesville Fire Department
4. No fire service issues with rezoning

Page 3 • December 22, 2025, 9:51am

8



Meredith Gruber
Senior Planner

Abbreviation for Residential High is RH.

Page 3 • December 26, 2025, 11:57am

9



Meredith Gruber
Senior Planner

At least 10% of all existing trees in good health shall be preserved within developments of 2 acres or greater--metric is based on trees, not on site area.

Page 3 • December 26, 2025, 12:01pm

10



Meredith Gruber
Senior Planner

Please fill in Maximum Density with a number. (Conditions state 71 townhomes and 2 SF lots.) Confirmed information is needed prior to staff preparing the memo for the Planning Board meeting.

Page 3 • December 26, 2025, 1:46pm

11



Brittany Lingle
Wake County Deputy Fire Marshal

Ensure radii for firetruck is minimum 28'R on all turns throughout complex.

Page 3 • December 4, 2025, 11:03am

12



Michael Elabarger
Interim Planning Director

Note #1 - RH is not compatible with Comp Plan see Comment on this on Justification Statement.

Page 3 • January 5, 2026, 9:55am

13



Meredith Gruber
Senior Planner

Please change UDO to LDO in note 01.

Page 3 • December 26, 2025, 12:02pm

14



Tanner Hayslette
Planner I

Please identify this as a sidepath and clearly show that it runs for the entirety of the frontage along W Young St.

Page 3 • December 18, 2025, 10:00am

15



Eddie Henderson
Parks & Recreation

Please identify the yellow dashed line. I am assuming it is a walking trail, but what kind of trail? An unpaved mulch trail or something similar?

Page 3 • December 22, 2025, 5:25pm

16



Jacob Butler
Interim Fire Chief

Please confirm with WC Fire Marshalls Office about fire apparatus turn around requirements. Street C

Page 3 • December 3, 2025, 4:21pm

17



Meredith Gruber
Senior Planner

03 - Final location and design to be determined at Preliminary Subdivision Plat review.

Page 3 • December 26, 2025, 12:03pm

18



Jacob Butler
Interim Fire Chief

Please confirm with WC Fire Marshalls office about fire apparatus turn around requirements. Street B

Page 3 • December 3, 2025, 4:21pm

19



Brittany Lingle
Wake County Deputy Fire Marshal

Turnaround is not sufficient width, length, or radii. Must be 120ft in length, 20 ft wide and radii shall be minimum 28'R. "No parking- fire lane" signage shall be installed to prohibit people from parking in fire lane turnaround.

Page 3 • December 4, 2025, 11:01am

20



Brittany Lingle
Wake County Deputy Fire Marshal

Turnaround is not sufficient width or turning radii. Must be 20 ft wide and radii shall be minimum 28'R. "No parking- fire lane" signage shall be installed at parking area to prohibit people from blocking turnaround area.

Page 3 • December 4, 2025, 11:00am

21



Meredith Gruber
Senior Planner

08 Please use terms "Concept Site Plan" and "Preliminary Subdivision Plat".

Page 3 • December 26, 2025, 1:46pm

22



Tanner Hayslette
Planner I

Please provide a callout for this sidepath and ensure that it is shown for the entirety of the frontage along N Main St.

Page 3 • December 18, 2025, 9:01am

23



Meredith Gruber
Senior Planner

Please see comment adjacent to the Tree Preservation Requirement in the above table.

Page 3 • December 26, 2025, 1:46pm

24



Joshua Zhang
NC DOT

NCDOT recommends making this entrance a RI/RO due to left-turn conflicts with Williams St unless another solution can be found.

Page 3 • December 18, 2025, 8:46am

25



Michele Raby
Planner II

Please provide Deed in its entirety.

Page 4 • December 2, 2025, 8:21am

26



Michele Raby
Planner II

Please provide Deed in its entirety.

Page 5 • December 2, 2025, 8:22am

27



Michele Raby
Planner II

Please provide Legal Metes for 2 additional properties.

Page 14 • December 2, 2025, 8:23am

28



Michele Raby
Planner II

Please add front-facing (rear-loading) units, pollinator garden, and monetary donation to the veterans organization as discussed (if these are still being considered).

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29



Michael Elabarger
Interim Planning Director

Cond #3 - Staff has concern about the enforceability of this by the Town in the future; the last sentence seems to put the onus of enforcement on the future HOA; 10% of 73 = 7.3 (7 or 8?); would 90% be Deed restricted to NOT ever be rented, or would 10% Deed restrict to ALLOW to be rented? How would a Deed Restriction (recorded doc) relate to Building Permit issuance - at that time, the homebuilder owns the lots; will 73 Deeds be created (and recorded) immediately upon Recordation, and thus at time of the subsequent Permitting, homebuilder can show/prove if any Unit is either the 90% Non-rent or 10% Rent? The Town Attorney needs to vet this.

Page 15 • January 5, 2026, 8:28am

30



Michael Elabarger
Interim Planning Director

CCR's are not enforceable by the Town, but a voluntary Zoning condition is. The first paragraph is not a commitment, and it includes 'process' (allow Town attorney to review) - it needs to read as the final language. Suggest move 1st Paragraph to after the lettered items and just state "the above architectural commitments will be included in the developments recorded (CCR's)."

Page 15 • January 5, 2026, 8:33am

31



Michael Elabarger
Interim Planning Director

What does "covered" mean? Staff has to implement these per materials in the Building Permit plans, make this read explicitly clear as to what will be provided. Is there/What is FHA minimum for this?

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32



Michael Elabarger
Interim Planning Director

Clarify/expand what an 'entryway' is -

Page 15 • January 5, 2026, 8:45am

33



Michael Elabarger
Interim Planning Director

At this time there appear to be 3 separate property owners - add line for "Property Address/PIN" so that each property owner is clearly associated with a property. It is assumed the intent here is to have each Owner sign their own set of conditions, thus end document will be 3 pages of the same conditions, each signed by different owner. Alternatively, include signature block for all 3 owners on each sheet of the Conditions (this may still result in 3 pages...).

Page 15 • January 5, 2026, 8:51am

34



Michele Raby
Planner II

- 1 - Please change the project name to (Opal?)
- 2 - Revise Comp Plan references from 2017 Comp Plan to 2050 Comp Plan. Medium Density Residential is the FLUM category, not the LDO zoning district.

Page 16 • December 3, 2025, 8:40am

35



Michael Elabarger
Interim Planning Director

Remove "Broughton Townhomes" - Opal at Main ?

Page 16 • January 5, 2026, 8:33am

36



Michael Elabarger
Interim Planning Director

Revise FLU categories to those of the new 2050 C.P. - PIN 1769123307 is Mixed-Residential Community, PINs 1769027985 & 1769029362 are Community Center.

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37



Michael Elabarger
Interim Planning Director

NOTE - MAJOR LAND USE COMMENT - Neither Mixed Residential Community (compatible zoning is RM or NC) nor Commercial Center (compatible zoning is GC or CH) align with the RH district - SFA/townhomes would be a component of a Mixed Residential Community by land use, but that only relates to the new PIN added (205 N Main). Staff would strongly suggest revising the request to a TC, AC, or NC District that would allow SFA/Townhome use and instill some non-residential area/uses/development along the Young and/or Main frontages. If that is not done, then this request is NOT in compliance with the Comprehensive Plan and the Justification Statement should be revised to accurately reflect that, but asking the BOC to amend the Comp Plan to match this project and RH zoning.

Page 16 • January 5, 2026, 9:51am

38



Michael Elabarger
Interim Planning Director

See other Comments - FLU is Mixed Residential Community and Commercial Center.

Page 16 • January 5, 2026, 9:52am

39



Michael Elabarger
Interim Planning Director

See other comments - RH is not compatible with FLU categories of property. REVISE.

Page 17 • January 5, 2026, 9:49am

INVESTORS TITLE INSURANCE COMPANY
P.O. DRAWER 2687
CHAPEL HILL, NORTH CAROLINA 27515

COMMITMENT NO.: 202510043CA
ISSUING OFFICE FILE NO.: 202510043CA
COMMITMENT DATE: JANUARY 2, 2025 AT 08:00 AM

SCHEDULE B, PART II - EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND CONDITIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

- 1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET.
2. TAXES FOR THE YEAR 2025, AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE. - NOT A SURVEY MATTER.
3. MATTERS SHOWN ON RECORDED BOOK OF MAPS 2002 AT PAGE 1740. - RECOVERED PROPERTY MONUMENTS RECOVERED SHOWN HEREON.
4. RIGHTS OF TENANTS IN POSSESSION UNDER UNRECORDED LEASE OF LESS THAN THREE (3) YEAR'S DURATION. (TO BE DELETED UPON RECEIPT OF NO TENANT AFFIDAVIT.) - NOT A SURVEY MATTER.
5. TITLE TO THAT PORTION OF THE LAND WITHIN THE RIGHT-OF-WAY OF WEST YOUNG STREET. - CURRENT DEED BOOK 18297 PAGE 2451 FOLLOWS THE EASTERN RIGHT-OF-WAY LINE OF WEST YOUNG STREET - SR. 1945 A 60' PUBLIC R/W.
6. EASEMENT(S) TO CAROLINA TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 926 AT PAGE 117. - A BLANKET EASEMENT WITH NO PLOTTABLE METES & BOUNDS.
7. DEED OF EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES TO TOWN OF ROLESVILLE RECORDED IN BOOK 6235 AT PAGE 531. - THE 1994 TEMPORARY CONSTRUCTION EASEMENT WAS TERMINATED UPON THE COMPLETION OF THE INSTALLATION OF THE WATERLINE AND LANDSCAPING.
8. GENERAL PERMITS TO CAROLINA TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 1080 AT PAGE 262 AND BOOK 1231 AT PAGE 401. - A BLANKET EASEMENT WITH NO PLOTTABLE METES & BOUNDS.
9. THE EFFECT OF THE TITLE OF AN ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE, BOUNDARY LINE OVERLAP, OR ENCROACHMENT (INCLUDING AN ENCROACHMENT OF AN IMPROVEMENT ACROSS THE BOUNDARY LINES OF THE LAND), BUT ONLY IF THE ENCUMBRANCE, VIOLATION, VARIATION, ADVERSE CIRCUMSTANCE, BOUNDARY LINE OVERLAP, OR ENCROACHMENT WOULD HAVE BEEN DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. PARAGRAPH 2 (C) OF THE COVERED RISKS IS HEREBY DELETED. - OVERLAPPING PROPERTY MONUMENTATION SHOWN AND LABELED HEREON.

NO INSURED CLOSING PROTECTION COVERAGE PROVIDED - AS TO THE TRANSACTION FOR WHICH THIS BINDER AND/OR POLICY IS ISSUED, THE COMPANY SPECIFICALLY EXCLUDES THIS TRANSACTION FROM ANY CLOSING PROTECTION SERVICES.

SCHEDULE C

BEGINNING AT AN EXISTING IRON PIPE IN THE EASTERN RIGHT-OF-WAY OF WEST YOUNG STREET, A 60 FT. PUBLIC RIGHT-OF-WAY, SAID PIPE BEING THE NORTHWEST CORNER OF TRACT 1 AS REFERENCED IN BOOK OF MAPS 2002, PAGE 1740, AND BEING THE SOUTHWEST CORNER OF THE MARY C. PERRY PROPERTY AS REFERENCED IN DEED BOOK 2022, PAGE 249, SAID PIPE ALSO HAVING N.C. GRID NAD '83 COORDINATES OF N=792765.4848 FEET AND E=2160643.6612 FEET; THENCE LEAVING THE SAID RIGHT-OF-WAY AND WITH THE COMMON LINE OF THE SAID PERRY PROPERTY, N89°30'10"E A DISTANCE OF 354.35 FEET TO A POINT IN THE LINE OF LOT 52 OF THE TERRELL PLANTATION AS REFERENCED IN BOOK OF MAPS 2012, PAGE 158; THENCE S23°18'36"E A DISTANCE OF 730.70 FEET TO A POINT IN THE NORTHWESTERN RIGHT-OF-WAY OF NORTH MAIN STREET - US 401, A VARIABLE PUBLIC RIGHT-OF-WAY; THENCE WITH THE SAID NORTH MAIN STREET RIGHT-OF-WAY, S47°04'48"W A DISTANCE OF 13.22 FEET TO A POINT; THENCE S46°17'02"W A DISTANCE OF 75.48 FEET TO A POINT; THENCE S45°42'52"W A DISTANCE OF 44.33 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE PROPERTY OF LITTLE HOUSE, LLC AND REFERENCED IN DEED BOOK 14739, PAGE 2454; THENCE WITH THE COMMON LINE OF THE SAID LITTLE HOUSE, LLC PROPERTY, N43°20'12"W A DISTANCE OF 175.10 FEET TO AN EXISTING IRON PIPE; THENCE S45°18'24"W A DISTANCE OF 124.99 FEET TO AN EXISTING IRON PIPE IN THE LINE OF THE PROPERTY OF MILDRED F. MATHENY, HEIRS AS REFERENCED IN DEED BOOK 614, PAGE 245; THENCE WITH THE SAID MATHENY HEIRS LINE, N43°20'12"W A DISTANCE OF 239.77 FEET TO AN EXISTING IRON PIPE IN THE LINE OF THE PROPERTY OF DENISE BROWN AS REFERENCED IN DEED BOOK 17010, PAGE 41; THENCE WITH THE COMMON LINE OF THE SAID BROWN PROPERTY, N01°06'09"E A DISTANCE OF 31.03 FEET TO AN EXISTING IRON PIPE; THENCE N89°09'59"W A DISTANCE OF 181.74 FEET TO A POINT IN THE AFOREMENTIONED RIGHT-OF-WAY OF WEST YOUNG STREET; THENCE WITH THE SAID WEST YOUNG STREET RIGHT-OF-WAY, N00°12'54"E A DISTANCE OF 81.17 FEET TO A POINT; THENCE N00°08'34"E A DISTANCE OF 101.84 FEET TO A POINT; THENCE N00°09'08"W A DISTANCE OF 102.45 FEET TO A POINT; THENCE N00°47'19"W A DISTANCE OF 104.25 FEET TO A POINT; THENCE N00°49'13"W A DISTANCE OF 122.35 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 314,148 SQUARE FEET OR 7.2118 ACRES AS SHOWN ON THAT SURVEY ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY FOR BROUGHTON TOWNHOMES", DATED 11-01-2019, REVISED 03-26-2020 AND PREPARED BY BASS, NIXON & KENNEDY, INC. CONSULTING ENGINEERS.

INVESTORS TITLE INSURANCE COMPANY
P.O. DRAWER 2687
CHAPEL HILL, NORTH CAROLINA 27515-2687

COMMITMENT NO.: 202510377CA
ISSUING OFFICE FILE NO.: 202510377CA
PROPERTY ADDRESS: 204 W. YOUNG ST, ROLESVILLE, NC 27571
COMMITMENT DATE: MARCH 21, 2025 AT 08:00 AM

THE LAND IS DESCRIBED AS FOLLOWS:

BEING LOTS NOS. 1, 2, AND 3 OF THE LANDS OF MRS. LILLIAN WEATHERS, ACCORDING TO A MAP OF PITTMAN STELL, C.S., DATED FEBRUARY 12, 1946, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE EASTERN BOUNDARY OF THE OXFORD ROAD, LINE OF R.M. BROUGHTON; RUNS THENCE ALONG THE EASTERN BOUNDARY OF SAID OXFORD ROAD, N. 4 DEG. E. 300 FEET TO A STAKE; THENCE S. 86 DEG. E. 280 FEET TO A STAKE; THENCE S. 4 DEG. W. 300 FEET TO A STAKE IN THE BROUGHTON LINE; THENCE N. 86 DEG. W. 280 FEET TO THE POINT OF BEGINNING.

SCHEDULE B, PART II - EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND CONDITIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

- 1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET.
2. TAXES FOR THE YEAR 2025, AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE. - NOT A SURVEY MATTER.
3. RIGHTS OF TENANTS IN POSSESSION UNDER UNRECORDED LEASE OF LESS THAN THREE (3) YEAR'S DURATION. (TO BE DELETED UPON RECEIPT OF NO TENANT AFFIDAVIT.) - NOT A SURVEY MATTER.
4. RURAL LINE PERMIT TO CAROLINA TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 1261 AT PAGE 39. - A BLANKET EASEMENT WITH NO PLOTTABLE METES & BOUNDS.
5. THE EFFECT OF THE TITLE OF AN ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, ADVERSE CIRCUMSTANCE, BOUNDARY LINE OVERLAP, OR ENCROACHMENT (INCLUDING AN ENCROACHMENT OF AN IMPROVEMENT ACROSS THE BOUNDARY LINES OF THE LAND), BUT ONLY IF THE ENCUMBRANCE, VIOLATION, VARIATION, ADVERSE CIRCUMSTANCE, BOUNDARY LINE OVERLAP, OR ENCROACHMENT WOULD HAVE BEEN DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. PARAGRAPH 2 (C) OF THE COVERED RISKS IS HEREBY DELETED. - OVERLAPPING PROPERTY MONUMENTATION SHOWN AND LABELED HEREON.

NO INSURED CLOSING PROTECTION COVERAGE PROVIDED - AS TO THE TRANSACTION FOR WHICH THIS BINDER AND/OR POLICY IS ISSUED, THE COMPANY SPECIFICALLY EXCLUDES THIS TRANSACTION FROM ANY CLOSING PROTECTION SERVICES.



VICINITY MAP
NOT TO SCALE

AS SURVEYED DESCRIPTIONS

COLUMBIA PARK EAST MHP-KB LLC
PIN: 1769029362
REID: 0008831

BEGINNING AT AN EXISTING IRON PIPE(EIP) AT THE INTERSECTION OF THE COMMON CORNER OF COLUMBIA PARK EAST MHP-KB LLC PIN: 1769029362 AND MARY C. PERRY PIN:1769027985 WITH THE EASTERN RIGHT-OF-WAY LINE OF WEST YOUNG STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N792765.52, E2160643.67; THENCE NORTH 89°29'34" EAST A DISTANCE OF 364.26 FEET TO AN IRON PIPE SET; THENCE SOUTH 23°18'55" EAST A DISTANCE OF 730.80 FEET TO AN IRON PIPE SET; THENCE SOUTH 47°26'07" WEST A DISTANCE OF 13.21 FEET TO AN IRON PIPE SET; THENCE SOUTH 46°16'05" WEST A DISTANCE OF 75.48 FEET TO AN IRON PIPE SET; THENCE SOUTH 45°41'55" WEST A DISTANCE OF 44.33 FEET TO AN IRON PIPE SET; THENCE NORTH 43°20'46" WEST A DISTANCE OF 175.00 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 45°18'52" WEST A DISTANCE OF 124.99 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 43°19'59" WEST A DISTANCE OF 239.77 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 00°46'20" EAST A DISTANCE OF 31.03 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 88°59'39" WEST A DISTANCE OF 181.51 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 00°13'05" EAST A DISTANCE OF 81.12 FEET TO AN IRON PIPE SET; THENCE NORTH 00°08'24" EAST A DISTANCE OF 101.84 FEET AN IRON PIPE SET; THENCE NORTH 00°09'18" WEST A DISTANCE OF 102.45 FEET AN IRON PIPE SET; THENCE NORTH 00°47'29" WEST A DISTANCE OF 104.25 FEET TO AN IRON PIPE SET; THENCE NORTH 00°49'09" WEST A DISTANCE OF 122.38 FEET TO AN EXISTING IRON PIPE, WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 7.21 ACRES - 314,143 SQUARE FEET.

MARY C PERRY
PIN: 1769027985
REID: 0054708

BEGINNING AT AN EXISTING IRON PIPE(EIP) AT THE INTERSECTION OF THE COMMON CORNER OF COLUMBIA PARK EAST MHP-KB LLC PIN: 1769029362 AND MARY C. PERRY PIN:1769027985 WITH THE EASTERN RIGHT-OF-WAY LINE OF WEST YOUNG STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N792765.52, E2160643.67; THENCE NORTH 00°13'05" WEST A DISTANCE OF 81.12 FEET TO AN IRON PIPE SET; THENCE NORTH 89°29'55" EAST A DISTANCE OF 277.69 FEET TO AN EXISTING IRON PIPE WITH CAP & TACK; THENCE SOUTH 00°30'05" EAST A DISTANCE OF 300.09 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 89°29'34" WEST A DISTANCE OF 277.69 FEET TO AN EXISTING IRON PIPE WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1.91 ACRES - 83,336 SQUARE FEET.

GENERAL NOTES

- 1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND, THIS IS A ALTA/NSPS LAND TITLE SURVEY;
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
3. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011) .
4. ZONING: RL
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL TOWN OF ROLESVILLE 3720176900J DATED MAY 2, 2006.
7. NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE.
8. THE AS-SURVEYED DESCRIPTION SHOWN HEREON IS DESCRIBES THE SAME PROPERTY SHOWN IN THE TITLE COMMITMENT.
9. NO IDENTIFIABLE PARKING SPACES AT THE TIME OF THE FIELD SURVEY.
10. VISIBLE ENCROACHMENTS OBSERVED AT THE TIME OF THE FIELD SURVEY SHOWN HEREON.
11. A WETLANDS REPORT WAS NOT PROVIDED AND NO VISIBLE WETLANDS FLAGS WERE SEEN AT THE TIME OF THE FIELD SURVEY.

LEGEND

Table with 2 columns: Symbol and Description. Includes symbols for traffic signal hand hole, telephone pedestal, maple, fire hydrant, crosswalk signal, clean out, existing iron pipe, existing concrete monument, iron pipe set, calculated point, electric box, power pole, guy wire, clean out, sanitary sewer manhole, gas valve, gas line marker, water meter, water valve, light pole, sign, bollard, mailbox, electric hand hole, cable tv hand hole, cable tv box, fiber optic hand hole, flood light, mail box, satellite dish, overhead utility lines, fence line, tree line, various tree types (cedar, crape myrtle, dogwood, magnolia, maple, oak, ornamental, pine, persimmon), double and triple trunks, double oak, triple oak, caliper inch size of tree, type of tree, and D for double, T for triple.

TO: FISCHER HOMES; INVESTORS TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 8, 11, 13, 16, 17, 18, & 19 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 04/03/2025.

JOHN R. PICKENS, P.L.S. L-3297 DATE

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. SPEC24634
FILENAME SPEC24634-AT1
CHECKED BY JBT
DRAWN BY JRP
SCALE N/A
DATE 04.02.2025

SHEET

ALTA/NSPS LAND TITLE SURVEY

1-2



McADAMS

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603

phone 919.361.5000
fax 919.361.2269

license number: C-0293, C-187

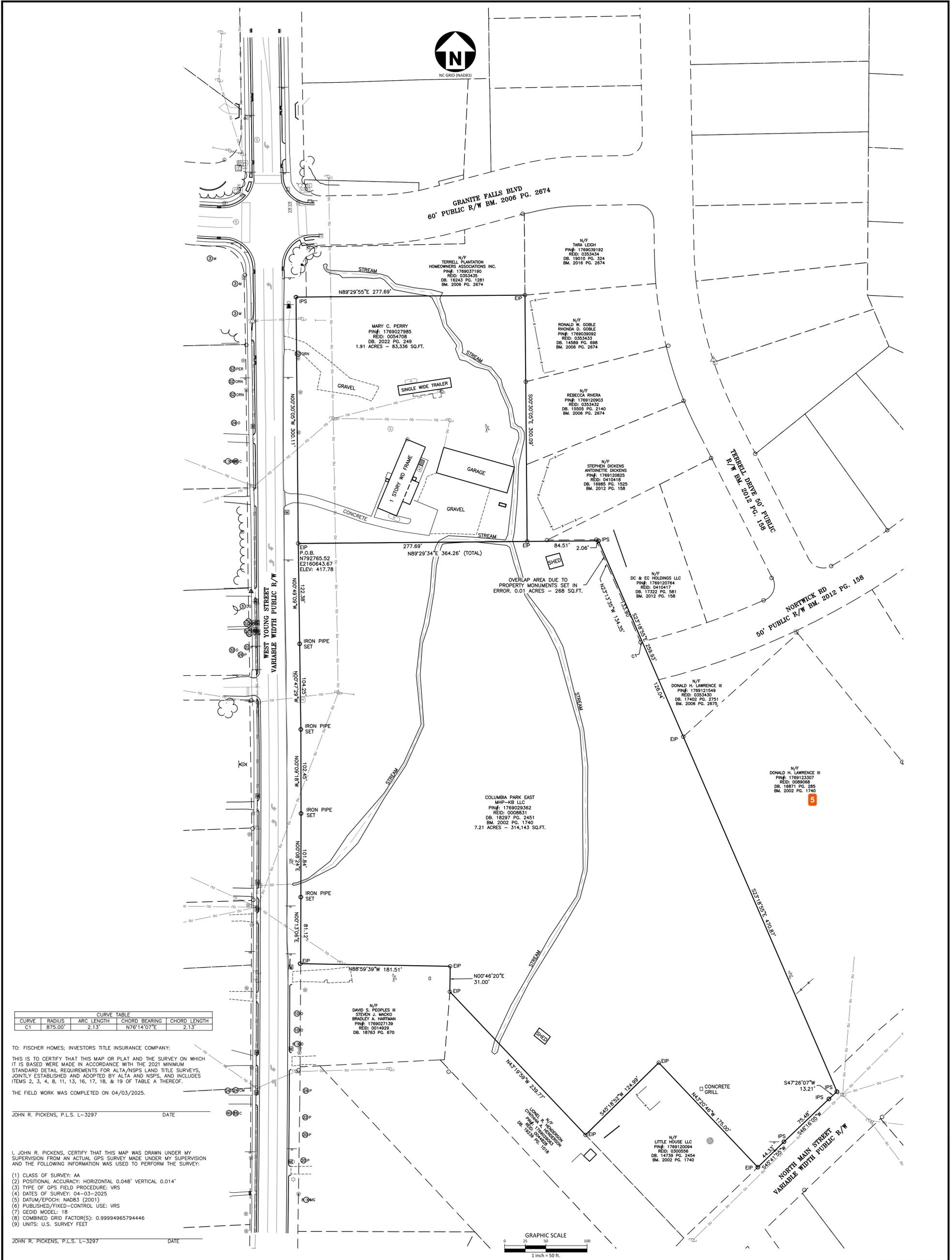
www.mcadamsco.com

CLIENT

FISCHER HOMES
3940 OLYMPIC BOULEVARD, SUITE 400
ERLANGER, KENTUCKY 41018

BROUGHTON TOWNHOMES
ALTA/NSPS LAND TITLE SURVEY
WEST YOUNG STREET
WAKE FOREST TWP., ROLESVILLE, NORTH CAROLINA





CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	875.00'	2.13'	N76°14'07"E	2.13'

TO: FISCHER HOMES; INVESTORS TITLE INSURANCE COMPANY:
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 8, 11, 13, 16, 17, 18, & 19 OF TABLE A THEREOF.
 THE FIELD WORK WAS COMPLETED ON 04/03/2025.

JOHN R. PICKENS, P.L.S. L-3297 _____ DATE _____

I, JOHN R. PICKENS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: AA
- (2) POSITIONAL ACCURACY: HORIZONTAL 0.048' VERTICAL 0.014'
- (3) TYPE OF GPS FIELD PROCEDURE: VRS
- (4) DATES OF SURVEY: 04-03-2025
- (5) DATUM/EPOCH: NAD83 (2011)
- (6) PUBLISHED/FIXED-CONTROL USE: VRS
- (7) GEOD MODEL: 18
- (8) COMBINED GRID FACTOR(S): 0.99994965794446
- (9) UNITS: U.S. SURVEY FEET

JOHN R. PICKENS, P.L.S. L-3297 _____ DATE _____

PLAN INFORMATION

PROJECT NO. SPEC24634
 FILENAME SPEC24634-AT1
 CHECKED BY JRP
 DRAWN BY JRP
 SCALE 1"=50'
 DATE 04.02.2025
SHEET

ALTA/NSPS LAND TITLE SURVEY

2-2

REVISIONS

NO. DATE

BROUGHTON TOWNHOMES
 ALTA/NSPS LAND TITLE SURVEY
 WEST YOUNG STREET
 WAKE FOREST TWP., ROLESVILLE, NORTH CAROLINA

CLIENT

FISCHER HOMES
 3940 OLYMPIC BOULEVARD, SUITE 400
 ERLANGER, KENTUCKY 41018

MCADAMS

The John R. McAdams Company, Inc.
 621 Hillborough Street
 Suite 500
 Raleigh, NC 27603
 phone 919.361.5000
 fax 919.361.2769
 license number: C-0293, C-187
 www.mcadamsco.com

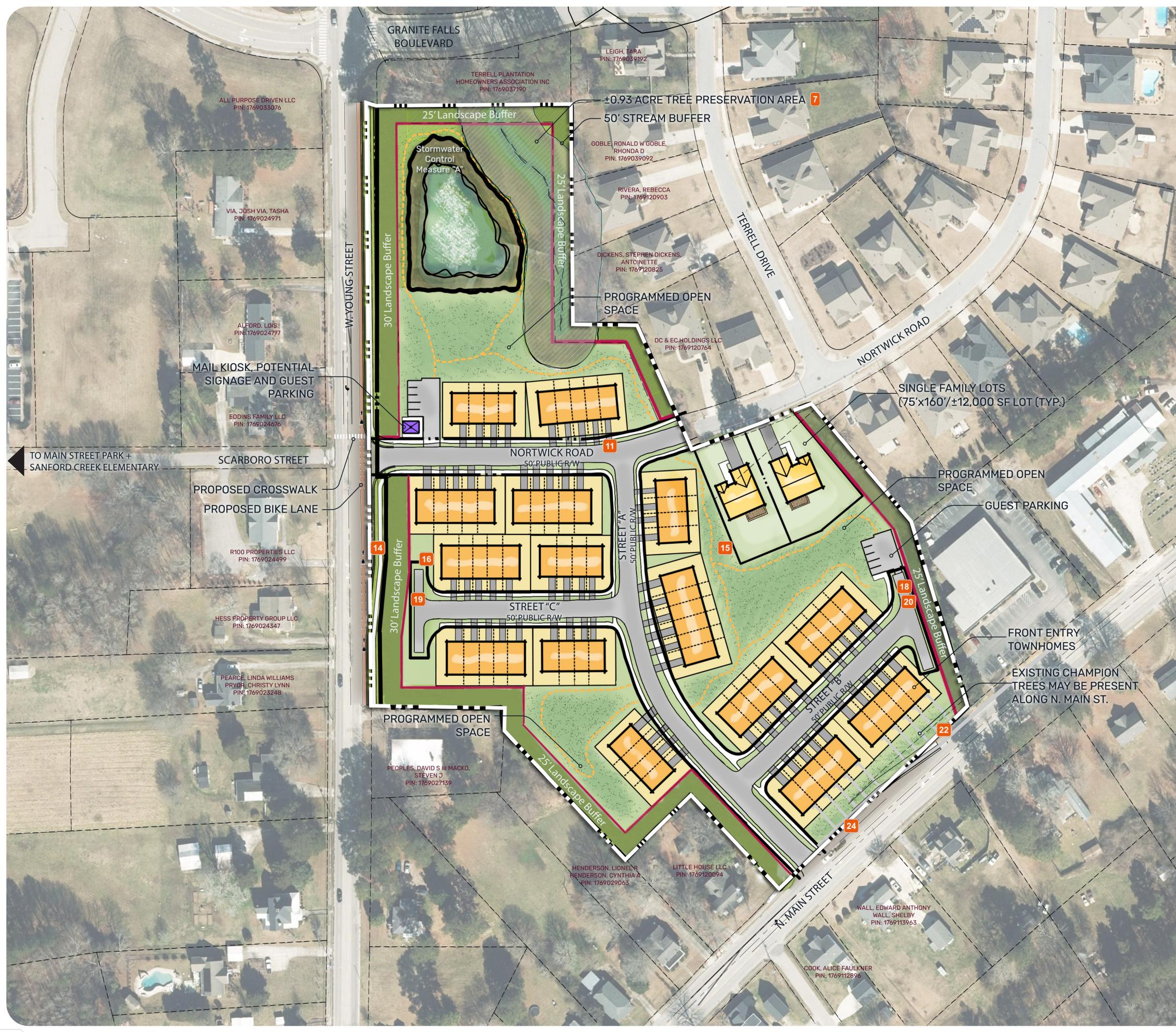


SITE DATA TABLE

PIN(S)	1769027985 1769029362
Total Site Area	± 11.5 acres
Current Zoning	RL ⁸
Proposed Zoning	RHD ⁹
Tree Preservation Area Required (10% Site Area)	± 0.92 acre
Tree Preservation Area Provided	± 0.93 acre
Open Space Required (15% Site Area)	± 1.72 acre
Open Space Provided	± 1.75 acre
Proposed Residential Units	± 73 DU
Townhome Units	71 units
Single Family Lots	2 lots
Maximum Density	To be determined ¹⁰

CONCEPT PLAN NOTES

- 01 Development on this site will comply with the Town's Unit Development Ordinance and other applicable standards and plans adopted by the Town of Rolesville ¹³
- 02 Sidewalks, trails, and open space areas shown on this plan are approximate. Final location and design to be determined at site or subdivision plan review.
- 03 Utilities and easements shown on this plan are conceptual. Final location and design to be determined at site or subdivision plan review. ¹⁷
- 04 Where a conflict between graphic representation and text information on this sheet is present, the text shall prevail.
- 05 All base file information taken from GIS is subject to change unless otherwise stated.
- 06 All assumptions shown herein are in accordance with current LDO standards as of the date shown on the plan. Changes to LDO standards, or jurisdictional text changes after that date may impact plan.
- 07 Lighting requirements will comply with the standards set forth in the LDO.
- 08 Master plan is conceptual, with final layout to be determined at subdivision plan. ²¹
- 09 Tree coverage areas are conceptual, with final location to be determined at subdivision plan. ²³



This instrument prepared by: James S. Warren, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

HOLD FOR: Warren, Shackelford & Thomas, P.L.L.C.

PREPARED BY and RETURN TO: Warren, Shackelford & Thomas, P.L.L.C.,
 343 S. White Street, Wake Forest, NC 27587_

TAX IDENTIFICATION #: 353430 REVENUE STAMPS \$ 8.00

NORTH CAROLINA GENERAL WARRANTY DEED

This deed made this 27th day of March, 2019 by and between:

GRANTOR: **HES, Inc.**

GRANTEE: **Donald H. Lawrence, III**
 205 N. Main Street, Rolesville, NC 27571

Grantor, for valuable consideration paid by Grantee, receipt of which is hereby acknowledged, does grant, convey and transfer unto Grantee in fee simple the property described as follows:

TOWNSHIP OF _____, COUNTY OF WAKE

BEING all of Lot 108 containing 0.15 acres as shown on plat recorded in Book of Maps 2006, Page 2675, Wake County Registry.

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

TO HAVE AND TO HOLD the above described property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title to the property against the lawful claims of all others except for the exceptions set out below.

26

WAKE COUNTY, NC 85
 CHARLES P. GILLIAM
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 08/08/2017 13:08:52

BOOK:016871 PAGE:00285 - 00288

✓ Excise Tax \$0

NORTH CAROLINA SPECIAL WARRANTY DEED

Tax Block: ___ Lot: ___

✓ Parcel Identifier No. : 0089068

✓ Prepared by: John B. South, Jr. who is a licensed North Carolina attorney.
 The South Law Firm, PLLC, 3725 National Drive Suite 100, Raleigh, NC 27612

✓ Return to: Grantee

*This property is the primary residence of the Grantor.

*Delinquent taxes, if any, to be paid by the closing attorney to the county Tax Collector upon disbursement of closing proceedings.

THIS DEED made this 3 day of August, 2017, by and between

GRANTOR	GRANTEE
<p>DONALD HERBERT LAWRENCE III (Separated) And BROOKANNE LAWRENCE (Separated)</p>	<p>DONALD H. LAWRENCE III (Separated) ✓ 205 N. Main Street Rolesville, NC 27571</p>

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 or parcel of land situated in **WAKE** County, North Carolina and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

This instrument prepared by: James S. Warren, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.
RETURN TO: GRANTEE

PREPARED BY: Warren, Shackleford & Thomas, P.L.L.C.,
343 S. White Street, Wake Forest, NC 27587

TAX IDENTIFICATION #: 8831 REVENUE STAMP \$ 1,342.00

NORTH CAROLINA GENERAL WARRANTY DEED

This deed made this 7th day of January, 2021 by and between:

GRANTOR: **KATHRYN ANN BROUGHTON AND HUSBAND, MARK MARTIN AND ROYALL M. BROUGHTON, JR. AND WIFE, DEBORAH B. BROUGHTON**

GRANTEE: **COLUMBIA PARK EAST MHP-KB LLC**
8480 Honeycutt Road Suite 200, Raleigh, NC 27615

Grantor, for valuable consideration paid by Grantee, receipt of which is hereby acknowledged, does grant, convey and transfer unto Grantee in fee simple the property described as follows:

TOWNSHIP OF _____, COUNTY OF WAKE

SEE ATTACHED EXHIBIT "A"

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

TO HAVE AND TO HOLD the above described property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Submitted electronically by Hervey & Hervey, P.A. in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title to the property against the lawful claims of all others except for the exceptions set out below.

Title to the property described herein is subject to the following exceptions:

- 1. Subject to Easements and Restrictions of record.

IN WITNESS WHEREOF, Grantor has set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by a duly authorized officer.

Kathryn Ann Broughton (SEAL)

Mark Martin (SEAL)

[Signature]

Royall M. Broughton, Jr. (SEAL)

[Signature]

Deborah B. Broughton (SEAL)

STATE OF Alabama, COUNTY OF Lee

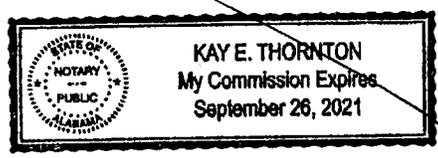
I, Kay E. Thornton, a Notary Public for the County of Lee and State of Alabama, certify that **Kathryn Ann Broughton and husband, Mark Martin** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12th day of January, 2021.

[Signature]

Notary Public

My Commission Expires: 9-26-21



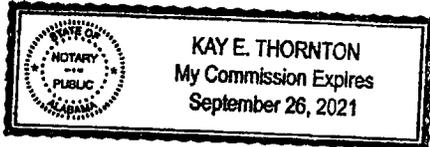
STATE OF Alabama, COUNTY OF Lee

I, Kay E. Thornton, a Notary Public for the County of Lee and State of Alabama, certify that **Royall M. Broughton, Jr. and wife, Deborah B. Broughton** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12th day of January, 2021.

Kay E. Thornton
Notary Public

My Commission Expires: 9-26-21

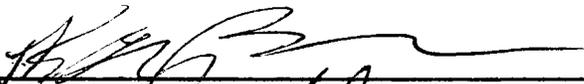


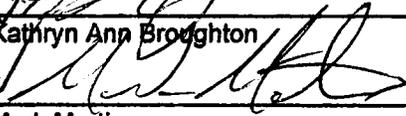
Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title to the property against the lawful claims of all others except for the exceptions set out below.

Title to the property described herein is subject to the following exceptions:

- 1. Subject to Easements and Restrictions of record.

IN WITNESS WHEREOF, Grantor has set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by a duly authorized officer.


 _____ (SEAL)
 Kathryn Ann Broughton


 _____ (SEAL)
 Mark Martin

 _____ (SEAL)
 Royall M. Broughton, Jr.

 _____ (SEAL)
 Deborah B. Broughton

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, _____, a Notary Public for the County of _____ and State of _____, certify that Kathryn Ann Broughton and husband, Mark Martin personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the _____ day of January, 2021.



 Notary Public

My Commission Expires: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Alameda }

On Jan, 14, 2021 before me, Monica Chopra, Notary Public
(Here insert name and title of the officer)

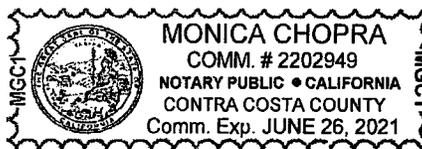
personally appeared KATHRYN ANN BROUGHTON AND MARK MARTIN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M Chopra
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

DESCRIPTION OF ELIZABETH S. BROUGHTON HEIRS PROPERTY – PIN: 1769029362

BEGINNING AT AN EXISTING IRON PIPE IN THE EASTERN RIGHT-OF-WAY OF WEST YOUNG STREET, A 60 FT. PUBLIC RIGHT-OF-WAY, SAID PIPE BEING THE NORTHWEST CORNER OF TRACT 1 AS REFERENCED IN BOOK OF MAPS 2002, PAGE 1740, AND BEING THE SOUTHWEST CORNER OF THE MARY C. PERRY PROPERTY AS REFERENCED IN DEED BOOK 2022, PAGE 249, SAID PIPE ALSO HAVING N.C. GRID NAD '83 COORDINATES OF N=792765.4848 FEET AND E=2160643.6612 FEET; THENCE LEAVING THE SAID RIGHT-OF-WAY AND WITH THE COMMON LINE OF THE SAID PERRY PROPERTY, N89°30'10"E A DISTANCE OF 364.35 FEET TO A POINT IN THE LINE OF LOT 52 OF THE TERRELL PLANTATION AS REFERENCED IN BOOK OF MAPS 2012, PAGE 158; THENCE S23°18'36"E A DISTANCE OF 730.70 FEET TO A POINT IN THE NORTHWESTERN RIGHT-OF-WAY OF NORTH MAIN STREET - US 401, A VARIABLE PUBLIC RIGHT-OF-WAY; THENCE WITH THE SAID NORTH MAIN STREET RIGHT-OF-WAY, S47°04'48"W A DISTANCE OF 13.22 FEET TO A POINT; THENCE S46°17'02"W A DISTANCE OF 75.48 FEET TO A POINT; THENCE S45°42'52"W A DISTANCE OF 44.33 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE PROPERTY OF LITTLE HOUSE, LLC AND REFERENCED IN DEED BOOK 14739, PAGE 2454; THENCE WITH THE COMMON LINE OF THE SAID LITTLE HOUSE, LLC PROPERTY, N43°20'26"W A DISTANCE OF 175.10 FEET TO AN EXISTING IRON PIPE; THENCE S45°18'24"W A DISTANCE OF 124.99 FEET TO AN EXISTING IRON PIPE IN THE LINE OF THE PROPERTY OF MILDRED F. MATHENY, HEIRS AS REFERENCED IN DEED BOOK 614, PAGE 245; THENCE WITH THE SAID MATHENY HEIRS LINE, N43°20'12"W A DISTANCE OF 239.77 FEET TO AN EXISTING IRON PIPE IN THE LINE OF THE PROPERTY OF DENISE BROWN AS REFERENCED IN DEED BOOK 17010, PAGE 41; THENCE WITH THE COMMON LINE OF THE SAID BROWN PROPERTY, N01°16'09"E A DISTANCE OF 31.03 FEET TO AN EXISTING IRON PIPE; THENCE N89°00'59"W A DISTANCE OF 181.74 FEET TO A POINT IN THE AFOREMENTIONED RIGHT-OF-WAY OF WEST YOUNG STREET; THENCE WITH THE SAID WEST YOUNG STREET RIGHT-OF-WAY, N00°12'54"E A DISTANCE OF 81.17 FEET TO A POINT; THENCE N00°08'34"E A DISTANCE OF 101.84 FEET TO A POINT; THENCE N00°09'08"W A DISTANCE OF 102.45 FEET TO A POINT; THENCE N00°47'19"W A DISTANCE OF 104.25 FEET TO A POINT; THENCE N00°49'13"W A DISTANCE OF 122.35 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 314,148 SQUARE FEET OR 7.2118 ACRES AS SHOWN ON THAT SURVEY ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY FOR BROUGHTON TOWNHOMES", DATED 11-01-2019, REVISED 03-26-2020 AND PREPARED BY BASS, NIXON & KENNEDY, INC. CONSULTING ENGINEERS.

NORTH CAROLINA, Wake COUNTY THIS DEED OF TRUST, made and entered into this the 20th day of September 1976 by and between Jesse J. Perry and wife, Mary Catherine Perry

parties of the first part (whether one or more persons), QUARANTY STATE BANK, Trustee, party of the second part, and CENTRAL CAROLINA BANK & TRUST COMPANY, a corporation of the State of North Carolina, party of the third part.

WITNESSETH: That Whereas, the said parties of the first part are justly indebted to the said party of the third part for money loaned in the principal sum of \$ 6,100.00 and have executed their note of even date herewith in said sum with interest thereon from date hereof at the rate set forth in said note payable in monthly installments of not less than \$ 108.11 on or before the 1st day of November 1976 and a like amount on the same day of each month thereafter until said principal and interest thereon and all monies advanced by the Bank for the benefit of the undersigned and interest thereon are fully paid; it being understood and agreed that said installments shall be applied (1) to the payment of interest on said note, (2) to the payment of any sums advanced under the terms of said note or this deed of trust for the benefit of the party of the first part and not otherwise paid, (3) to the principal of said note.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar to the parties of the first part in hand paid by the said party of the second part, the receipt of which is hereby fully acknowledged, and in order to carry out the intention expressed in the premises, the said parties of the first part have given, granted, bargained, and sold and do by these presents give, grant, bargain, sell, alien, assign, and convey unto said party of the second part as trustee, and its successors and assigns, all of that certain lot, tract, or parcel of land lying and being in Wake Forest Township, County of Wake and State of North Carolina, bounded and described as follows:

Being Lots Nos. 1, 2 and 3 of the lands of Mrs. Lillian Weathers, according to a map of Pittman Stell, C. S., dated February 12, 1946, and more particularly described as follows: BEGINNING at a point in the eastern boundary of the Oxford Road, line of R. M. Broughton; runs thence along the eastern boundary of said Oxford Road N. 4 deg. E. 300 feet to a stake; thence S. 86 deg. E. 280 feet to a stake; thence S. 4 deg. W. 300 feet to a stake in the Broughton line; thence N. 86 deg. W. 280 feet to the point of beginning.

The original of this instrument together with the notes thereby secured, having been exhibited to the undersigned marked paid and satisfied as required by law, the same is hereby cancelled of record by virtue of authority contained in Sec. 45-37 of the General Statutes of N.C. and recorded in Book 2437 Page 647 this 26th day of

KENNETH C. WILKINS Register of Deeds

By [Signature] Asst/Deputy

together with all heating, plumbing, electrical and air conditioning fixtures, equipment, and appurtenances thereto, including floor carpeting, and all renewals or replacements, now or hereafter attached to or used in connection with said real estate.

TO HAVE AND TO HOLD said lot, tract, or parcel of land with all privileges and appurtenances thereon and thereto, belonging unto the said party of the second part and its successors and assigns forever in fee simple. And the parties of the first part covenant for themselves and their heirs and assigns that they are seized of said land in fee and have good right to convey the same in fee simple; that the same are free and clear of all encumbrances of any kind and that they will forever warrant and defend the title thereto again - the claims of all persons whomsoever.

The parties of the first part do hereby assign, transfer, and set over to the party of the third part any and all rents and income from said property during the life of this indenture as further security to said debt, and upon any default therein set out the party of the third part shall be entitled to enter into the possession of said property for the purpose of collecting the rents and profits arising therefrom, and is hereby authorized to employ an agent to collect said rents and profits; to pay said agent a reasonable commission out of rents and profits so collected, and is directed to apply the balance upon the debt hereby secured; provided, the party of the third part may make such repairs as in its opinion are needed on the property, and first deduct the costs thereof from rents received. This rental assignment shall in no way affect or prejudice the rights of the party of the third part to have this Deed of Trust foreclosed upon breach of its terms and conditions.

IT IS UNDERSTOOD AND AGREED that the parties of the first part shall pay all taxes, or other assessments, which may be levied upon or against said property, within the time prescribed by law, shall upon demand of the Bank pay to it monthly in advance one-twelfth of the estimated taxes, assessments and insurance premiums for the current year; shall keep the buildings on said premises insured against loss or damage by fire and windstorm in such amounts and in such insurance company or companies as the Bank may require, which policy, or policies, shall be payable to said Bank, as its interest may appear, and be deposited with the Bank to be applied, in case of loss, as far as the same may extend or may be necessary to the satisfaction of this trust. If the said parties of the first part shall fail to pay said taxes, or other assessments, as and when said taxes and assessments shall fall due, or to effect said insurance, or to keep said property free and clear of encumbrances, the said Bank shall be at liberty to pay said taxes, or other assessments, or to effect said insurance, or to pay off and remove such encumbrances, as the case may be, and the amount so advanced shall be deemed principal money, bearing interest at the rate set forth in said note and be due and payable on the first day of the next succeeding month.

THE CONDITION OF THIS DEED, HOWEVER, IS SUCH that if the parties of the first part, their heirs, executors, administrators or assigns shall pay or cause to be paid the interest and principal secured hereby to the party of the third part, shall perform all other obligations herein assumed as to the payment of taxes, assessments and insurance premiums, and monies advanced by the party of the third part for the purpose of protecting its security, and shall perform and fully discharge all covenants and stipulations as herein required, then this conveyance shall be null and void.

If the said parties of the first part or their heirs, executors, administrators or assigns shall fail or neglect to pay the monthly installments of interest and principal as herein provided for, at the time and in the manner set out herein, and any and all other sums which may become due and payable hereunder, and shall fail or neglect to keep faithfully each and all of the other agreements and covenants herein made, then, in any or all of said events the whole of the debt hereby secured shall immediately become due and payable at the option of the party of the third part, and upon application of the said party of the third part, its successors and assigns, it shall be lawful for and the duty of said party of the second part or its successors, and it is hereby authorized and empowered to sell the land and premises hereinbefore described at public auction to the highest bidder for cash, on the premises or at the Court House Door in Raleigh North Carolina; and shall execute and deliver to the purchaser a good and sufficient deed in fee simple free and discharged of all the right, title, interest, estate and property of the parties of the first part. Before such sale,

the same shall be advertised once each week for four successive weeks in some newspaper published in Wake County and by posting notice of sale at the Court House Door for thirty days prior to said sale. Out of the proceeds of said sale, the party of the second part or its successor is hereby authorized and empowered to pay the necessary and reasonable costs and expenses of advertising and making such sale, including a commission of five per cent upon the gross proceeds of said sale and pay the balance of the indebtedness secured and interest thereon and all other sums which the party of the third part, its successors and assigns, may have paid by virtue of the covenants and agreements herein contained; and pay the surplus, if any, to the parties of the first part or their legal representatives.

Upon condemnation of the premises or improvements or any part thereof, the entire unpaid balance of the note secured hereby shall, at the option of the party of the third part, at once become due and payable and any amounts paid for such taking shall be paid to the party of the third part and be applied upon the indebtedness hereby secured. The Note(s) secured by this Deed of Trust, at the option of the party of the third part, shall become and be due and payable forthwith if the party of the first part shall convey said premises or if title thereto shall become vested in any other person or party in any manner whatsoever, unless the party of the third part shall, in writing, have expressly consented thereto.

The party of the third part shall have the right, in its discretion, to advance to or for the benefit of the party of the first part, or their successors in title, whatever monies may be needed for any purpose, at any time before the release or cancellation of this deed of trust, provided, that said advances together with the unpaid balance of the original indebtedness, shall not exceed the original indebtedness; and all interest, costs, expenses and advances required to be made to protect the security or to discharge a paramount lien on the property hereinbefore described shall be secured hereby without limitation in respect of the amount thereof, and the amount so advanced shall become a debt due hereunder and shall bear interest at the rate specified in the note, and the monies so advanced shall be secured by this deed of trust, and this deed of trust secures all other covenants and agreements contained in this instrument or in the notes hereinbefore referred to.

The party of the first part shall have the privilege of prepaying the outstanding debt in whole or in part in advance, upon first obtaining the consent of the party of the third part, and in such event the note hereby secured shall not be in default so long as the prepayment would reduce the balance due to an amount not greater than that due under the monthly installment schedule through the current monthly installment. Provided, that this provision shall not apply where any part of the real estate above secured has been released from under this deed of trust in consideration for said advanced payment.

In case the party of the third part or the party of the second part voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the property herein conveyed or to protect the lien of this deed of trust, the party of the second part and the party of the third part shall be saved harmless and shall be reimbursed by the party of the first part for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any suit or proceeding, and the same shall be secured by this deed of trust and its payment enforced as if it were a part of the original debt.

IN TESTIMONY WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written

(SEAL) JESSE J. PERRY (SEAL) (SEAL) MARY CATHERINE PERRY (SEAL) (SEAL)

NOTARIAL SEAL HERE



STATE OF NORTH CAROLINA, COUNTY OF Wake BOOK 2437 PAGE 648
 I, Elaine W. Powell, a Notary Public of said County do hereby
 certify that Jesse J. Perry & wife, Mary Catherine Perry
 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and notarial seal, this the 20th day of Sept., 1976.
 My commission expires April 26, 1981
 Signature of Notary: Elaine W. Powell Notary Public

NOTARIAL SEAL HERE



STATE OF NORTH CAROLINA, COUNTY OF
 a Notary Public of said County do hereby
 certify that
 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and notarial seal, this the day of 19.....
 My commission expires 19.....
 Signature of Notary: Notary Public

NOTARIAL SEAL HERE



STATE OF NORTH CAROLINA, COUNTY OF
 This is to certify that on this day before me personally came
 with whom I am personally acquainted, who, being by me first duly sworn, says that
 is the president and
 is the secretary of
 the corporation described in and which executed the foregoing deed of trust; that he knows the common seal of said corporation, that
 the seal affixed to the foregoing instrument is said common seal and the name of the corporation was subscribed thereto by said
 president, and the said president and
 secretary subscribed their names thereto and said common seal was affixed all by order of the board
 of directors of said corporation and that the said instrument is the act and deed of said corporation.
 Witness my hand and notarial seal this the day of 19.....
 My commission expires 19.....
 Signature of Notary: Notary Public

STATE OF NORTH CAROLINA, COUNTY OF

The foregoing certificate(s) of Notary Public(s)

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Elaine W. Powell

Notary Public is
 (are) certified to be correct. This instrument was presented for registration and recorded in this
 office in Book 2437 page 647
 This 28 day of Sept., 1976 at 12:00 o'clock — M.
 R. B. MCKENZIE, JR., Register of Deeds

By Royce B. Johnson
 DEPUTY REGISTER OF DEEDS

FORM 19

<p>DEED OF TRUST <u>Rich & Helen</u> <u>Box 1187</u> <u>W. H. Frost</u> <u>N.C.</u> <u>27587</u></p>	<p>TO Guaranty State Bank Trustee for CENTRAL CAROLINA BANK and TRUST COMPANY Durham, N. C.</p>	<p>Consideration, \$</p>	<p>Date 19.....</p>	<p>North Carolina — County</p>
		<p>Filed for registration on the day of 19..... at o'clock M., and duly recorded in the office of Register of Deeds of County, N. C. in Mortgage Book No. Page etc.</p>	<p>Register of Deeds.</p>	

PIN: 1769029362 -REID: 0008831 and PIN: 1769027985 REID: 0054708

ZONING DESCRIPTION

9.12 ACRES – 397,497 SQ.FT.

BEGINNING AT AN EXISTING IRON PIPE(EIP) AT THE INTERSECTION OF THE COMMON CORNER OF COLUMBIA PARK EAST MHP-KB LLC PIN: 1769029362 AND MARY C. PERRY PIN:1769027985 WITH THE EASTERN RIGHT-OF-WAY LINE OF WEST YOUNG STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N792765.52, E2160643.67;

- THENCE NORTH 00°30'05" WEST A DISTANCE OF 300.11 FEET TO AN IRON PIPE SET;
- THENCE NORTH 89°29'55" EAST A DISTANCE OF 277.69 FEET TO AN EXISTING IRON PIPE WITH CAP & TACK;
- THENCE SOUTH 00°30'05" EAST A DISTANCE OF 300.09 FEET TO AN EXISTING IRON PIPE;
- THENCE NORTH 89°29'34" EAST A DISTANCE OF 86.57 FEET TO AN IRON PIPE SET;
- THENCE SOUTH 23°18'55" EAST A DISTANCE OF 730.80 FEET TO AN IRON PIPE SET;
- THENCE SOUTH 47°26'07" WEST A DISTANCE OF 13.21 FEET TO AN IRON PIPE SET;
- THENCE SOUTH 46°16'05" WEST A DISTANCE OF 75.48 FEET TO AN IRON PIPE SET;
- THENCE SOUTH 45°41'55" WEST A DISTANCE OF 44.33 FEET TO AN IRON PIPE SET;
- THENCE NORTH 43°20'46" WEST A DISTANCE OF 175.00 FEET TO AN EXISTING IRON PIPE;
- THENCE SOUTH 45°18'52" WEST A DISTANCE OF 124.99 FEET TO AN EXISTING IRON PIPE;
- THENCE NORTH 43°19'59" WEST A DISTANCE OF 239.77 FEET TO AN EXISTING IRON PIPE;
- THENCE NORTH 00°46'20" EAST A DISTANCE OF 31.00 FEET TO AN EXISTING IRON PIPE;
- THENCE NORTH 88°59'39" WEST A DISTANCE OF 181.51 FEET TO AN EXISTING IRON PIPE;
- THENCE NORTH 00°13'06" EAST A DISTANCE OF 81.12 FEET TO AN IRON PIPE SET;
- THENCE NORTH 00°08'24" EAST A DISTANCE OF 101.84 FEET AN IRON PIPE SET;
- THENCE NORTH 00°09'18" WEST A DISTANCE OF 102.45 FEET AN IRON PIPE SET;
- THENCE NORTH 00°47'29" WEST A DISTANCE OF 104.25 FEET TO AN IRON PIPE SET;
- THENCE NORTH 00°49'09" WEST A DISTANCE OF 122.38 FEET TO AN EXISTING IRON PIPE;WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 9.21 ACRES – 397,479 SQUARE FEET.

REZ-25-04 Opal at Main Rezoning Conditions Revised/Submitted: 12/01/2025

- 1. The subject property shall be developed generally in accordance with the Concept Site Plan attached hereto and incorporated herein.
- 2. The development shall allow for a maximum of 71 single-family attached dwellings and 2 single-family detached dwellings.

³
29 Limit on Rentals. No more than ten percent (10%) of the units within the development may be permitted to be rented. Further, any single family detached dwelling shall not be permitted for rental under this section until after it has been owner-occupied for a minimum of two (2) years from the date that such unit received its first certificate of occupancy. The Developer shall certify to the Town prior to the issuance of the first building permit for the development that a restrictive covenant has been recorded with the Wake County Register of Deeds requiring compliance with this condition and placing the responsibility for monitoring and ensuring compliance on the homeowners association for the community.

4. General architectural requirements of the neighborhood will be governed by recorded conditions, covenants, and restrictions. The developer shall submit a copy of the conditions, **30** covenants, and restrictions to the Town of Rolesville to allow the Town Attorney to review them before recordation. The architectural conditions for this development shall be:

- a) No dwelling unit shall be clad with aluminum or vinyl siding. Vinyl windows, trim and soffit are allowed.
- b) No townhome building shall exceed six (6) units.
- c) The minimum square footage for townhomes shall be 1,575 square feet.
- d) Garages will have decorative doors, with windows and/or carriage style adornments.
- e) Garages will have fully finished interiors, with drywall, paint and trim.
- f) Roofs will consist of 30-year architectural shingles
- g) E **32** ways will be c **31** d

Property Owner Name:

33

Date:

Property Owner Signature:

Date:

Brought **35** ownhomes Rezoning Justification Statement

1. Is the application consistent with the Comprehensive Plan, Community Transportation Plan, Bicycle and Greenway Plans, and any other adopted Town policy plans?

- Yes. The proposed development aligns with the Comprehensive Plan, which designates this site as Medium Density Residential. **36** Medium Density Residential is intended to provide housing typologies such as duplexes and townhomes. The proposed development consists of 71 townhome units and 2 single-family detached units to provide a cohesive transition with the existing neighborhood.
- The proposed development also aligns with the Community Transportation Plan and Bikeway and Greenway Plans. No road extensions are planned through the site on the CTP. The project will dedicate/construct the planned bike lane improvements on W. Young Street, as well as the sidewalk improvements.

37

2. Does the application conflict with any provision of the LDO or the Town Code of Ordinances?

- No, the proposed project does not conflict with the LDO or other town ordinances. The proposed development complies with the LDO and Code of Ordinances. The proposed zoning conditions will ensure that the development is of a higher quality, above and beyond that which would be required by following the LDO alone. These conditions include enhanced architectural requirements, minimum square footage; limitations of the number of residential units in a building, minimum unit sizes, and the provision of a mailbox.

3. Does the application correct any errors in the existing zoning present when it was adopted?

- No, the project does not correct any existing zoning errors. However, the proposed development has offered zoning conditions that will enhance the quality of the development and ensure even greater compatibility with the surrounding community. Additionally, the proposed development will however help to further the goals of the Comprehensive Plan in **38** establishing medium density residential uses in this area; the Future Land Use Map identified this part of town for Medium Density residential uses.

4. Does the rezoning allow uses compatible with existing and permitted uses on surrounding land/properties?

- The proposed zoning is compatible with existing surrounding uses. The surrounding properties are a mix of single-family homes and small, neighborhood-scale commercial uses. The proposed zoning would allow for townhomes which would be compatible with the surrounding development and would help to create a logical transition in use intensity going from the single-family homes to the commercial uses.

5. Would the application ensure efficient development within the Town, including the capacity and safety of the street network, public facilities, and other similar considerations?

- Yes. The proposed development would ensure efficient development related to street network safety, capacity, and public facilities. Bike lanes will be added along W. Young Street, as well sidewalks, which will provide a safer option for cyclists and pedestrians to

travel by, thus protecting all road users. The proposed streets will comply with the safety standards required by the Town and NCDOT.

6. Would the application result in a logical and orderly development pattern?

- The proposed development application would result in a logical and orderly development pattern. The townhomes proposed for this development would help to create a stronger transition of uses from the commercial uses along Main Street and Young Street, then the proposed townhomes, and ultimately the existing single-family homes in the area. The site is located near Main Street Park, which is located on the opposite side of Young Street from the parcels included in this proposal. The development will provide housing within close proximity to the public park. This transition is logical and supported by the Future Land Use Map, which calls for Medium Density Residential (Townhomes) in this area, highlighting the logic and order of the proposed development in relation to the Town's plans for the future.

7. Would the application result in adverse impacts on water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment?

- No, the proposed development will provide buffers for the stream on-site in accordance with state and town buffer requirements. Additionally, tree preservation areas have been identified and will be set aside for conservation, protecting the natural environment and preserving a key habitat for wildlife. The tree save will help to preserve and protect air quality. Additionally, stormwater detention will be provided on-site to manage the stormwater flows that will be impacted as part of this development.

8. If a Conditional district providing proposed Conditions of Approval, do they address and mitigate the impacts reasonably expected to be generated by the development or use of the property, can they reasonably be implemented, and can they be enforced for the subject property, and will they result in no more significant impact on adjacent properties or the community at large than would be expected to occur by the permitted uses and the minimum development standards of the corresponding General zoning district.

- Yes, the conditions proposed as part this rezoning are intended to be implementable and will result in a development that is compatible with the surrounding community-reducing negative impacts to neighbors and ensuring a high-quality residential community character. The proposed zoning conditions will ensure that the development is of a higher quality, above and beyond that which would be required by following the LDO alone. These conditions include enhanced architectural and façade material requirements, limitations of the number of residential units in a building, minimum unit sizes, and the provision of a mailbox as well garage door design and interior standards and requirements for covered entryway.