

FEE IN LIEU AGREEMENT FOR ROADWAY INFRASTRUCTURE IMPROVEMENTS

This Fee in Lieu Agreement (“**Agreement**”) is entered into as of April 6, 2026 (the “**Effective Date**”), by and between **TOWN OF ROLESVILLE**, a North Carolina municipal corporation (“**Town**”), and **LENNAR CAROLINAS, LLC**, a Delaware limited liability company (“**Developer**”). Town and Developer are collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Developer is the owner or contract purchaser of certain real property located in the Town of Rolesville, Wake County, North Carolina, more particularly described on Exhibit A attached hereto and incorporated by reference (the “**Property**”);

WHEREAS, Developer obtained rezoning approval (“**Rezoning Approval**”) in connection with the development of the Property as a residential subdivision known as “Parker Ridge” consisting of approximately 275 residential lots (the “**Development**”);

WHEREAS, as a condition of zoning approval and/or site plan approval granted by the Town pursuant to North Carolina General Statutes § 160D-804 and the Rolesville Land Development Ordinance (“**LDO**”), Developer is required to construct or fund certain public road infrastructure improvements;

WHEREAS, pursuant to § 9.12 of the LDO, any owner or developer who is required to dedicate or install improvements pursuant to the LDO may request to make payment of fees in lieu of such improvements, or part thereof, and the Board of Commissioners of the Town may approve payment in lieu of required improvements;

WHEREAS, as a condition of Rezoning Approval, Developer is required to design and construct (i) a public collector street identified as “Access D” in the traffic impact analysis (“**TIA**”) that extends the street network within the Development through Wake County PIN 1768-09-8727 to E. Young Street (the “**Access D Route**”), and (ii) a northbound left turn lane with seventy-five (75) feet of full-width storage and appropriate taper from Young Street to the Access D Route as recommended by the TIA (“**Left Turn Lane**”) (the Access D Route and Left Turn Lane are collectively referred to herein as the “**Young Street Connection**”);

WHEREAS, Develop has caused the completion of the design and engineering plans for the Young Street Connection, the costs of which (“**Costs**”) shall be applied as an offset to Transportation Impact Fees for the Development;

WHEREAS, the Parties desire to enter into this Agreement to establish fees in lieu of Developer’s construction of the Young Street Connection and to establish the credit for the Costs to be applied to the Transportation Impact Fees of the Development.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Access D Route.** The Town and Developer hereby agree that in lieu of constructing the Access D Route as depicted on **Exhibit B** attached hereto and made a part hereof, Developer shall make a payment to the Town in the amount of \$1,353,672.00 (the “**Access D Route Payment**”). The Access D Route Payment is equal to one hundred (100) percent of the estimated installation and construction cost of the Access D Route improvements, as provided by BGE, Inc, a registered professional engineer, as shown on **Exhibit B-1** attached hereto and made a part hereof, plus twenty-five (25) percent to account for additional costs associated with the construction of the Access D Route improvements as required by the LDO.

2. **Left Turn Lane.** The Town and Developer hereby agree that in lieu of constructing the Left Turn Lane as depicted on **Exhibit C** attached hereto and made a part hereof, Developer shall make a payment to the Town in the amount of \$346,165.00 (the “**Left Turn Lane Payment**” and together with the “**Access D Route Payment**”, the “**Young Street Connection Payment**”). The Left Turn Lane Payment is equal to one hundred (100) percent of the estimated installation and construction cost of the Left Turn Lane improvements, as provided by BGE, Inc, a registered professional engineer, as shown on **Exhibit C-1** attached hereto and made a part hereof, plus twenty-five (25) percent to account for additional costs associated with the construction of the Left Turn Lane improvements as required by the LDO.

3. **Fee in Lieu Payment.** Developer shall make a payment to the Town in the amount of \$1,699,837.00 (the “**Young Street Connection Payment**”) to the Town on or before June 15, 2026. Payment of the Young Street Connection Payment shall satisfy Condition 13 of the Rezoning Approval.

4. **Transportation Impact Fees Credit.** Upon Developer’s payment of the Young Street Connection Payment to the Town, Developer shall receive an impact fee credit for the Costs in the amount \$788,800.00 to offset the Transportation Impact Fees for the Development.

5. **Developer’s Representations and Warranties.** Developer represents and warrants to the Town that: (a) Developer is duly organized, validly existing, and in good standing under the laws of Delaware and is qualified to do business in North Carolina; (b) Developer has full power and authority to enter into and perform this Agreement; and (c) the execution and performance of this Agreement have been duly authorized by all necessary action.

6. **Town's Representations and Warranties.** The Town represents and warrants to Developer that: (a) the Town is a duly organized municipal corporation under the laws of North Carolina; (b) the Town has full power and authority to enter into this Agreement; and (c) the execution and performance of this Agreement have been duly authorized by all necessary action.

7. **Notice and Addresses.** All notices required or desired to be given under this Agreement shall be in writing and sent by (a) hand delivery, (b) certified mail, return receipt requested, (c) FedEx or similar overnight service, or (d) electronic mail. All notices shall be addressed to the party being noticed and shall be deemed to have been given (i) when delivered if by hand delivery, (ii) three (3) business days after deposit in a United States Post Office or official letter box if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by the sender if sent by electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice and shall be addressed as follows:

TOWN: Town of Rolesville
Planning Department
502 Southtown Circle, Rolesville, NC 27571
Telephone No.: (984) 251-2492
Attn: Stephen Wensman, Planning Director
E-Mail: swensman@rolesvillenc.gov

Copy To: David J. Neill
Fox Rothchild LLP
301 Hillsborough Street, Suite 1120
Raleigh, NC 27603
Telephone No.: (919) 755-8766
E-Mail: dneill@foxrothchild.com

DEVELOPER: LENNAR CAROLINAS, LLC
1100 Perimeter Park Drive, Suite 112
Morrisville, North Carolina 27560
Telephone No.: (919) 465-5910
Attn: Robert Smart
E-Mail: robert.smart@lennar.com

Copy To: Michael F. King
K&L Gates, LLP
301 Hillsborough Street, Suite 1200
Raleigh, NC 27603
Telephone No.: (919) 743-7310
E-mail: mike.king@klgates.com

8. **Assignment.** Developer shall not assign, transfer, or delegate its rights or obligations under this Agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9. **Governing Law.** This Agreement shall be construed and interpreted under the laws of the State of North Carolina, without giving effect to principles of conflict of laws, except

where specifically pre-empted by Federal law. Proper venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Wake County, North Carolina.

10. **Amendments.** No amendment to this Agreement shall bind any of the Parties unless and until such amendment is in writing and executed by the Town and Developer.

11. **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

12. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

13. **Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties, and no third party shall have any right to enforce any provision hereof or claim any benefit hereunder.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange executed counterparts by e-mail in a PDF file to the other Party or to the other Party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN:

THE TOWN OF ROLESVILLE,
a North Carolina municipal corporation

By: 
Name: ERIC L MARSH
Title: TOWN MANAGER
Date: 6/15/20

DEVELOPER:

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

By: 
Name: Robert Smart
Title: Vice President
Date: 5-8-2026

EXHIBIT A

LEGAL DESCRIPTION

Exhibit "A"

Parker Tract:

Situated in the Town of Rolesville, Wake Forest Township, Wake County, North Carolina and being and described as follows:

Beginning at an iron pipe found in the northwesterly margin of the right-of-way of Long Melford Drive and (now or formerly) the northeast corner of Lot 112 of Cedar Ridge Subdivision as shown on plat recorded in Book of Maps 2017, Page 107, Wake County Registry, and having NCGS GRID Coordinates of N: 787180.3240', E: 2159057.5020' (NAD 83 - 2011 Adjustment);

Thence, **N 85° 23' 01" W**, a distance of **193.22 feet** to an iron pipe found at the northwest corner of said Lot 112 located in the eastern boundary line of (now or formerly) The Village at Rolesville, Phase I, Tract 2, BM 2004, PG 202-203;

Thence, along the easterly boundary of said The Village at Rolesville the following two (2) courses and distances:

- 1) **N 09° 54' 53" E**, a distance of **301.83 feet** to an iron pipe found; and
- 2) **N 13° 03' 43" E**, a distance of **28.84 feet** to an iron pipe found at the southeast corner of Lennar Carolinas, LLC DB 19559 PG 290, BM 2001 PG 2437;

Thence, **N 13° 03' 43" E**, a distance of **880.00 feet** along the easterly boundary of Lennar Carolinas, LLC to an iron pipe found in the southeast corner of (now or formerly) The Town of Rolesville DB 5134 PG 618, BM 1991 PG 1333;

Thence, along the easterly boundary of The Town of Rolesville the following four (4) courses and distances:

- 1) **N 13° 04' 55" E**, a distance of **392.55 feet** to an iron pipe found;
- 2) **N 20° 04' 58" E**, a distance of **450.00 feet** to an iron pin set;
- 3) **N 29° 20' 00" E**, a distance of **154.00 feet** to an iron pin set; and
- 4) **N 6° 05' 01" W**, a distance of **76.80 feet** to an iron pin found on the southern boundary line of (now or formerly) Wake County Board of Education, BM 2003 PG 557;

Thence, **N 88° 27' 43" E**, a distance of **312.89 feet** along southern boundary of Wake County Board of Education to an iron pin set in the northwest corner of Dorothy Jones Pender et al., WF 16-E-4056, DB 1613, PG 481;

Thence with Dorothy Jones Pender et al., the following two (2) courses and distances:

- 1) **S 13° 43' 06" W**, a distance of **67.79 feet** to an iron pin set; and
- 2) **N 82° 18' 06" E**, a distance of **99.70 feet** to an iron pin set in the southwestern corner of Michael T. Debnam et al., DB 11563 PG 1757;

Thence, **N 70° 56' 31" E**, a distance of **119.04 feet** along the southern boundary of Michael T. Debnam et al., to an iron pin set in the southwest corner of Mardenia Woods & Richard E Dunn et al. DB 9721 PG 2124;

Thence, **N 58° 08' 06" E**, a distance of **9.77 feet** along the southeastern boundary of Mardenia Woods & Richard E. Dunn et al., to in iron pipe found at the western most corner of Albert Emery Burke & Kimberly Luanne Burke DB 15944 PG 1564;

Thence with Albert Emery Burke & Kimberly Luanne Burke the following three (3) courses and distances:

1) **S 31° 51' 54" E** a distance of **99.92 feet** to an iron pipe found;

2) **N 58° 08' 06" E** a distance of **150.23 feet** to an iron pipe found; and

3) **N 31° 51' 54" W**, a distance of **199.92 feet** (along the northeastern boundary of the two parcels of Albert Emery Burke & Kimberly Luanne Burke DB 15944 PG 1564) to an iron pipe found in the southeastern boundary of (now or formerly) Comm Dev LLC DB 18825 PG 297;

Thence, **N 57° 22' 51" E**, a distance of **159.15 feet** along the southeastern boundary of Comm Dev LLC to an iron pipe set in the southern line of (now or formerly) The Town of Rolesville DB 18568 PG 660;

Thence, **S 30° 55' 22" E**, a distance of **1496.25 feet** along the southwestern boundary of The Town of Rolesville and the southwestern line of (now of formerly) Patsy V. Young et al., DB 9301 PG 1320, to an iron pin set on the northwestern boundary line of (now or formerly) Cedar Lakes Homeowners Association, Inc. DB 17611 PG 1888, BM 2019 PG 1539;

Thence, **S 57° 44' 11" W**, a distance of **2210.88 feet** along the northwest boundary of Cedar Lakes Homeowners Association, Inc. (DB 17611 PG 1888, BM 2019 PG 1539) (DB 16748 PG 219, BM 2015 PG 116-117) (DB 16748 PG 219, BM 2016 PG 1977) (DB 17611 PG 1888, BM 2017 PG 678-680) and with the line of (now or formerly) Cedar Ridge Subdivision Phase II C, BM 2015 PG 899 and BM 2017 PG 107 to the **Point and Place of Beginning**, containing **59.904 acres** of land, more or less, shown as Lennar Carolinas, LLC DB 19559 PG 276, and inclusive of that certain parcel containing 0.396 acre, more or less, shown as Lennar Carolinas, LLC DB 19559 PG 276, all as shown on that certain survey entitled, "ALTA/NSPS Land Survey for Lennar Carolinas, LLC," dated March 6, 2024, revised March 13, 2024; March 25, 2024; and April 15, 2024, prepared by James D. Whitacre, PLS, L-5273, Advanced Civil Design, Inc., Project #: 22-0008-1149.

Rolesville Tract

Being all that certain tract or parcel of land containing approximately 26.99 acres located in the Town of Rolesville, Wake Forest Township, Wake County, North Carolina and being more particularly described as follows:

BEING all that certain tract or parcel of land designated as Tract A, containing 29.2346 acres, shown on plat of survey recorded in Book of Maps 2001, Page 2437, Wake County Registry, which plat is referenced for a more particular description.

LESS AND EXCEPT from the above-described 29.2346 acres, that certain tract or parcel of land designated as "Redford Drive 71.0' Public R/W", containing 2.2451 acres, shown on plat of survey recorded in Book of Maps 2002, Page 1637, Wake County Registry, which plat is referenced for a more particular description.

The above-described tract or parcel of land is also described as follows:

Being all those certain tracts or parcels of land located in the Town of Rolesville, Wake Forest Township, Wake County, North Carolina and being more particularly described as follows:

Parcel 1:

Beginning at an iron pipe found in the western margin of the right of way of Redford Place Drive and northeast corner of (now or formerly) Redford Plaza, LLC DB 16331 PG 976, BM 1993 PG 1381, and having NCGS GRID Coordinates of N: 789134.383', E: 2158829.642' (NAD 83 - 2011 Adjustment);

Thence along the western margin of the right of way of said Redford Place Drive the following eleven (11) courses and distances:

1) a curve to the right, having a chord bearing and distance of **S 08° 45' 48" W, 161.71 feet**, a radius of **200.00 feet**, a central angle of **47° 41' 33"**, and an arc length of **166.48 feet** to an iron pipe found;

2) **S 32° 36' 35" W**, a distance of **100.00 feet** to an iron pipe found;

3) a curve to the left, having a chord bearing and distance of **S 13° 14' 06" W, 299.90 feet**, a radius of **452.00 feet**, a central angle of **38° 44' 58"**, and an arc length of **305.69 feet** to an iron pipe found;

4) a curve to the right, having a chord bearing and distance of **S 02° 48' 14" E, 53.30 feet**, a radius of **458.00 feet**, a central angle of **06° 40' 18"**, and an arc length of **53.33 feet** to an iron pipe found;

5) **S 00° 08' 32" E**, a distance of **29.81 feet** to an iron pipe found;

6) **S 03° 38' 17" E**, a distance of **185.17 feet** to an iron pipe found;

7) a curve to the right, having a chord bearing and distance of **S 00° 12' 14" E, 47.54 feet**, a radius of **396.80 feet**, a central angle of **06° 52' 05"**, and an arc length of **47.56 feet** to an iron pipe found;

8) a curve to the right, having a chord bearing and distance of **S 37° 53' 38" W, 102.38 feet**, a radius of **90.00 feet**, a central angle of **69° 19' 39"**, and an arc length of **108.90 feet** to an iron pipe found;

9) a curve to the left, having a chord bearing and distance of **S 24° 11' 36" W, 186.85 feet**, a radius of **125.00 feet**, a central angle of **96° 43' 41"**, and an arc length of **211.03 feet** to an iron pipe found;

10) a curve to the right, having a chord bearing and distance of **S 02° 58' 23" W, 82.12 feet**, a radius of **90.00 feet**, a central angle of **54° 17' 14"**, and an arc length of **85.27 feet** to an iron pipe found; and

11) **S 30° 07' 00" W**, a distance of **267.95 feet** to an iron pipe found at the northeast corner of (now or formerly) The Village at Rolesville Homeowners Association, Inc. DB 10381 PG 2701, BM 2003 PG 1121-1123, BM 2004 PG 199-201;

Thence along the northern line of The Village at Rolesville Homeowners Association, Inc. the following nine (9) courses and distance:

1) **N 77° 54' 59" W**, a distance of **379.44 feet** to an iron pipe found;

2) **S 08° 56' 54" W**, a distance of **152.65 feet** to an iron pipe found;

3) **S 39° 49' 28" W**, a distance of **126.93 feet** to an iron pipe set;

4) **S 89° 59' 15" W**, a distance of **140.84 feet** to an iron pipe found;

5) **N 09° 56' 38" E**, a distance of **80.57 feet** to an iron pipe found;

6) **N 14° 05' 28" W**, a distance of **112.88 feet** to an iron pipe found;

7) **N 16° 39' 18" W**, a distance of **127.28 feet** to an iron pipe found;

8) **N 19° 41' 00" W**, a distance of **156.69 feet** to an iron pipe found; and

9) **N 31° 14' 42" W**, a distance of **183.81 feet** to an iron pipe found at the common corner of (now or formerly) Kenneth L. Turner & Ann J. Turner DB 6319 PG 96, (now or formerly) James L. Edwards & Joyce P. Edwards DB 7625, PG 828, and (now or formerly) Storage Max VIII, LLC DB 17556 PG 1235, BM 2013 PG 1030;

Thence, **N 84° 26' 35" E**, a distance of **88.28 feet** along the eastern line of Storage Max VIII, LLC to an iron pipe found in the southern corner of (now or formerly) Storage Max II, LLC DB 11710 PG 2072, BM 2005 PG 2354;

Thence continuing with Storage Max II, LLC the following two (2) courses and distances:

1) **N 84° 26' 35" E**, a distance of **251.29 feet** to an iron pipe found; and

2) **N 00° 19' 42" W**, a distance of **322.77 feet** to an iron pipe found at the southern corner of (now or formerly) Redford Plaza, LLC DB 16331 PG 976, BM 2001 PG 1114;

Thence, **N 55° 23' 00" E**, a distance of **1081.09 feet** along the southerly line of Redford Plaza, LLC (DB 16331 PG 976, BM 2006 PG 1022, BM 1995 PG 1400, BM 1993 PG 1381) to the **Point and Place of Beginning**, and containing **19.863 acres** of land, more or less, shown as Lennar Carolinas, LLC DB 19559 PG 290, BM 2001 PG 2437 (West Side of Road), as shown on that certain survey entitled, "ALTA/NSPS Land Survey for Lennar Carolinas, LLC," dated March 6, 2024, revised March 13, 2024; March 25, 2024; and April 15, 2024, prepared by James D. Whitacre, PLS, L-5273, Advanced Civil Design, Inc., Project #: 22-0008-1149.

AND

Parcel 2:

Beginning at an iron pipe found in the eastern margin of the right of way of Redford Place Drive at the southwest corner of (now or formerly) The Town of Rolesville DB 5134 PG 618, BM 1991 PG 1333, and having NCGS GRID Coordinates of N: 788539.670', E: 2158755.966'; (NAD 83 - 2011 Adjustment);

Thence, **S 66°15' 28" E**, a distance of **400.37 feet** to an iron pipe found in the line of Lennar Carolinas, LLC DB 19559 PG 276;

Thence, **S 13° 03' 43" W**, a distance of **880.00 feet** to an iron pipe found at the northeast corner of Lot 98 of The Village at Rolesville, Phase 1, Tract 2, BM 2004 PG 202-203;

Thence, **N 68° 08' 03" W**, a distance of **469.17 feet** along the northerly lines of Lots 98-101 of The Village at Rolesville, Phase 1, Tract 2 BM 2004 PG 202, and the northerly line of (now or formerly) The Village at Rolesville Homeowners Association, Inc., DB 10381 PG 2701, BM 2003 PG 1121-1123, BM 2004 PG 199-201, to an iron pipe found at the eastern margin of the right of way of Redford Place Drive;

Thence along the eastern margin of the right of way of said Redford Place Drive the following seven (7) courses and distances:

- 1) **N 30° 07' 00" E**, a distance of **252.13 feet** to an iron pipe found;
- 2) a curve to the right, having a chord bearing and distance of **N 57° 15' 37" E, 82.12 feet**, a radius of **90.00 feet**, a central angle of **54° 17' 14"**, and an arc length of **85.27 feet** to an iron pipe found;
- 3) a curve to the left, having a chord bearing and distance of **N 25° 04' 58" E, 215.01 feet**, a radius of **125.00 feet**, a central angle of **118° 38' 33"**, and an arc length of **258.84 feet** to an iron pipe found;
- 4) a curve to the right, having a chord bearing and distance of **N 11° 52' 51" W, 68.47 feet**, a radius of **90.00 feet**, a central angle of **44° 42' 56"**, and an arc length of **70.24 feet** to an iron pipe found;
- 5) a curve to the left, having a chord bearing and distance of **N 03° 25' 10" E, 114.95 feet**, a radius of **467.80 feet**, a central angle of **14°06' 54"**, and an arc length of **115.24 feet** to an iron pipe found;
- 6) **N 03° 38' 17" W**, a distance of **183.17 feet** to an iron pipe found; and

7) **N 00° 07' 41" W**, a distance of **21.90 feet** to the **Point and Place of Beginning**, and containing **7.122 acres** of land, more or less, shown as Lennar Carolinas, LLC DB 19559 PG 290, BM 2001 PG 2437 (East Side of Road), as shown on that certain survey entitled "ALTA/NSPS Land Survey for Lennar Carolinas, LLC," dated March 6, 2024, revised March 13, 2024; March 25, 2024; and April 15, 2024, prepared by James D. Whitacre, PLS, L-5213, of Advanced Civil Design, Inc., Project #: 22-0008-1149.

Exceptions

1. Taxes or assessments for the year 2024, and subsequent years, not yet due or payable.
2. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title disclosed by ALTA/NSPS Land Title Survey for Lennar Carolinas, LLC by James D. Whitacre, PLS, dated March 6, 2024 and last revised April 15, 2024 ("Survey"):

Parker Tract:

- a. 50' Neuse Buffer;
- b. Encroachment of house, driveway, propane tank and septic field;
- c. Overhead electric lines, power poles and guy wires;
- d. Service utilities.

Rolesville Tract:

- a. Electric pedestal(s);
 - b. Telephone pedestal(s);
 - c. 42" RCP and 30" RCP;
 - d. 50' Neuse Buffer;
 - e. Sign.
3. The creation or loss of land by natural or artificial changes along water forming part of the boundary of the Property; rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Property and riparian and/or littoral rights incident to the Property.
 4. Right(s)-of-way/Easement(s) to Town of Rolesville recorded in Book 5302, Page 517, Wake County Registry, as shown on Survey (Parker Tract).
 5. Right(s)-of-way/Easement(s) to Lennar Carolinas, LLC recorded in Book 13117, Page 2276, Wake County Registry, as shown on Survey (Parker Tract).
 6. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Property disclosed by plat(s) recorded in Book of Maps 1992, Page 660; Book of Maps 2008, Page 1136; and Book of Maps 2012, Pages 393-395, Wake County Registry (Parker Tract).
 7. 20' drainage easement as shown on plat(s) recorded in Book of Maps Book 1993, Page 1381 and Book of Maps 2001, Page 2437, Wake County Registry (Rolesville Tract).
 8. 15' slope and temporary construction easement as shown on Right-of-Way Dedication plat recorded in Book of Maps Book 2002, Page 1637, Wake County Registry (Rolesville Tract).

9. 30' sanitary sewer easement as shown on Sanitary Sewer Easement Survey recorded in Book of Maps Book 2003, Page 938, Wake County Registry (Rolesville Tract).
10. Right(s)-of-way/Easement(s) to City of Raleigh recorded in Book 18908, Page 2523, Wake County Registry, as shown on Survey (Rolesville Tract).

EXHIBIT B

Access D Route



EXHIBIT B-1

Access D Route Payment



Preliminary Engineer's Opinion of Probable Construction Cost

Project Information

Project Name: Parker Ridge - Young Street Connector

BGE Project #: 8430-03

Designed by: JWM Date: 11/1/2023

Revised by: DF Date: 9/8/2025

Checked by: DF Date: 9/8/2025

	QUANTITY		LABOR AND MATERIALS		TOTAL COST
	# OF UNITS	UNIT	PER UNIT COST	SUBTOTAL COST	
EARTH BALANCING					
Strip topsoil and place in permanent on-site location	1600	CY	3.50 \$	5,600 \$	5,600
Grading cut and on-site compaction	4200	CY	8.50 \$	35,700 \$	35,700
Import structural soil and compaction	1200	CY	22.00 \$	26,400 \$	26,400
Fine grade roads	4,500	SY	2.50 \$	11,250 \$	11,250
Fine grade curb	2,588	LF	2.25 \$	5,823 \$	5,823
Muck out and re-compact soil around storm drain inlets prior to grading	14	EA	150.00 \$	2,100 \$	2,100
Backfill curb	2,588	LF	3.50 \$	9,058 \$	9,058
Backfill sidewalk	2,588	LF	2.50 \$	6,470 \$	6,470
Fine grade site	5,500	SY	2.00 \$	11,000 \$	11,000
Mobilization	1	LS	75,000.00 \$	75,000 \$	75,000
				TOTAL =	\$ 188,401
SEDIMENT CONTROL					
Construction Entrance	1	EA	10,500.00 \$	10,500 \$	10,500
Diversion swale/ditch	2,400	LF	2.00 \$	4,800 \$	4,800
Slope drains	30	LF	35.50 \$	1,065 \$	1,065
Tree protection fence - install/maintain	2800	LF	2.75 \$	7,700 \$	7,700
Tree protection fence - removal/dispose	2800	LF	1.90 \$	5,320 \$	5,320
Silt fence install/maintain	1,500	LF	2.75 \$	4,125 \$	4,125
Silt fence remove/dispose	1,500	LF	1.90 \$	2,850 \$	2,850
Check Dam (Rip Rap)	10	EA	425.00 \$	4,250 \$	4,250
Sediment basin installation	2	EA	60,000.00 \$	120,000 \$	120,000
Sediment Basin Removal	2	EA	4,500.00 \$	9,000 \$	9,000
Erosion Control Matting	1,500	SY	2.15 \$	3,225 \$	3,225
Temporary erosion control seeding	1.5	AC	2,500.00 \$	3,750 \$	3,750
Temporary 15" CMP Pipe	126	FT	55.00 \$	6,930 \$	6,930
Temporary 18" CMP Pipe	160	FT	60.00 \$	9,600 \$	9,600
Inlet protection	14	EA	260.00 \$	3,640 \$	3,640
Erosion Control Maintenance	6	MO	8,000.00 \$	48,000 \$	48,000
				TOTAL =	\$ 244,755
	SITE PREPARATION SUBTOTAL =				\$ 433,156
SITE IMPROVEMENTS					
SANITARY SEWER					
Basic manhole, 0-6', including invert, steps, connections	1	EA	5,500.00 \$	5,500 \$	5,500
Manhole frame and cover	1	EA	250.00 \$	250 \$	250
8" PVC mainline 8-10'	97	LF	50.00 \$	4,850 \$	4,850
Tap into existing structure	1	EA	5,500.00 \$	5,500 \$	5,500
Sewer Testing	97	LF	4.00 \$	388 \$	388
Stone Bedding	97	LF	7.00 \$	679 \$	679
				TOTAL =	\$ 17,167

	QUANTITY		LABOR AND MATERIALS		TOTAL COST
	# OF UNITS	UNIT	PER UNIT COST	SUBTOTAL COST	
STORM DRAIN					
Manhole or Drain Structure and grate 6' deep or less	16	EA	5,000.00 \$	80,000 \$	80,000
18" Class 3 RCP	1690	LF	65.00 \$	109,850 \$	109,850
18" FES, with Rip Rap	1	EA	1,500.00 \$	1,500 \$	1,500
				TOTAL =	\$ 191,350
WATERLINE					
12" DIP water main	1334	LF	80.00 \$	106,720 \$	106,720
Fire hydrant assemblies (with valve)	2	EA	7,000.00 \$	14,000 \$	14,000
Pressure testing and chlorination	1,334	LF	4.25 \$	5,670 \$	5,670
Tapping Sleeve and Valve	1	EA	4,500.00 \$	4,500 \$	4,500
Tie to existing WL with sleeve	1	EA	3,675.00 \$	3,675 \$	3,675
As built preparation	1	LS	2,500.00 \$	2,500 \$	2,500
				TOTAL =	\$ 137,065
	SITE IMPROVEMENTS SUBTOTAL =				\$ 345,582
ON-SITE STREETS					
PAVING					
8 "ABC	4,500	SY	18.50 \$	83,250 \$	83,250
3.0" SF9.5A	4,500	SY	20.00 \$	90,000 \$	90,000
				TOTAL =	\$ 173,250
CURB & GUTTER					
2'-6" Standard Curb	2,700	LF	18.00 \$	48,600 \$	48,600
				TOTAL =	\$ 48,600
STREET SIGNS					
Stop Signs - City/County/State Standard	2	EA	325.00 \$	650 \$	650
Street Signs - City/County/State Standard	2	EA	250.00 \$	500 \$	500
Striping	1	LS	8,000.00 \$	8,000 \$	8,000
				TOTAL =	\$ 9,150
SIDEWALK AND PEDESTRIAN NEEDS					
5' Concrete sidewalk	1464	SY	50.00 \$	73,200 \$	73,200
				TOTAL =	\$ 73,200
	STREETS SUBTOTAL =				\$ 304,200
				TOTAL:	\$ 1,082,938
				125% of TOTAL:	\$ 1,353,672

Notes:

1. EOPC based upon Engineering Progress Plans prepared by BGE dated October 9, 2023.
2. EOPC is for site related improvements and construction and does not include buildings and/or structures.
3. Unit costs used in this engineer's opinion of probable cost is based upon historical contractor bids and engineer's experience. This opinion of probable cost is not a guarantee of final construction costs and shall be verified by a contractor licensed and qualified to perform the work prior to relying upon for final project budgeting decisions.
4. Franchise utilities, such as gas, electric, telephone, fiber optic not included.
5. Special utility appurtenances such as junction boxes, transformers, pull boxes, switchgears, etc. not included.
6. Gravity sewer assumed; lift station/force main not included.
7. Thoroughfare, drainage, water, sanitary sewer impact fees not included.
8. Performance, payment, and maintenance bonds not included.
9. Rock excavation not included (partially weathered rock encountered – refer to Geotech report prepared by Froehling & Robertson dated October 15th, 2021).
10. Environmental and wetlands determination, permitting, and restoration not included.
11. Utility connection, construction, and miscellaneous city permit fees not included.
12. Tree removal, preservation, and mitigation not included.
13. Handling and processing of utility spoils not included.
14. Screening walls, monument entry signs and open space sidewalks and trails not included.
15. Street light poles and foundations and conduit not included.

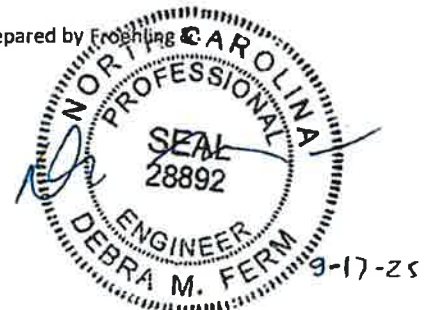
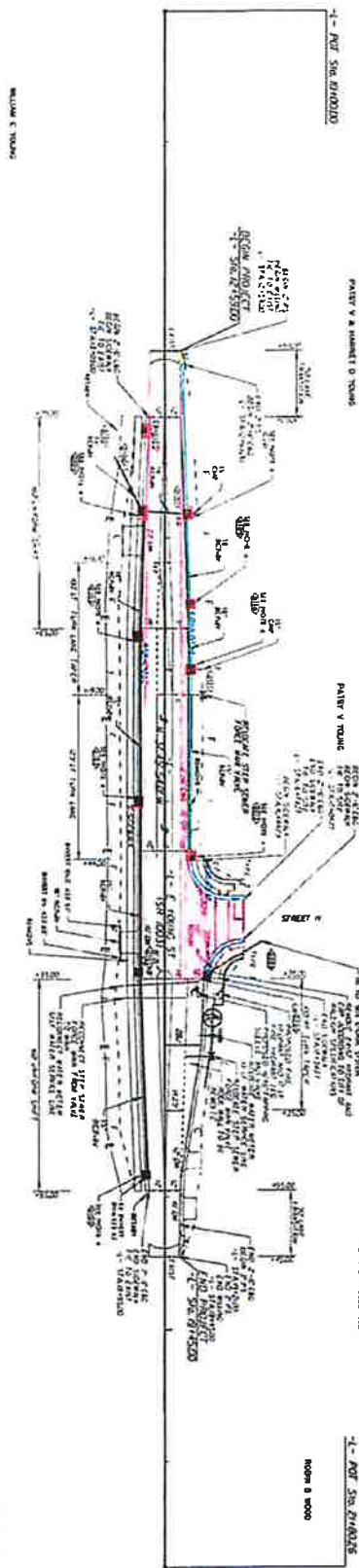


EXHIBIT C

Left Turn Lane

UNITED STATES OF AMERICA



MICHAEL C. TOLSON

3R VU, LAMOND
4 MCCCA P TOUR

POURCE W/ADDER
WELSHMENTS LLC

GRAPHIC SCALE
20 0 40

PLANS

ON or AROUND - PLAN INCLUSIVE FOR EMPLOYMENT

Due to his position as Vice President for general construction and construction management, he is considered to represent two segments and is not eligible for membership in either. The primary work being conducted is not eligible for membership in any segment. He has the ability, but has not demonstrated that he is a person, who is actively engaged in the business of the industry. He is a member of the National Association of Manufacturers, U.S. Dept. of Labor, U.S. Department of Commerce, U.S. Department of Education, U.S. Department of Health, Education and Welfare, the Council of the National Industries for the Blind and the National Association of the Deaf. He is also a member of the United Nations.

City of Memphis Development Approval _____

R2.00

PARKER RIDGE OFFSITE IMPROVEMENTS

NORTH CAROLINA

PLAN VIEW

WMA PROJECT	013829007
DATE	8/27/2015
SCALE	1" = 8'
DESIGNED BY	104
DRAWN BY	204
CHECKED BY	104



Kimley»Horn

0 2003
 300 NORTH STREET DUBLIN 02 J7701 SLATE 200
 PHONE 01-602-2003
 WWW.CALITY-NORTH.COM
 MC LUCASE & F-0102

Sa	Revision	Date	By

EXHIBIT C-1

Left Turn Lane Payment



Preliminary Engineer's Opinion of Probable Construction Cost

Project Information

Project Name: Parker Ridge - Young Street Left Turn Lane

BGE Project #: 8430-03

Designed by: KH

Date: 9/27/2023

Estimate by: DF

Date: 3/6/2026

Checked by: DF

Date: 4/28/2026

	QUANTITY		LABOR AND MATERIALS		TOTAL COST
	# OF UNITS	UNIT	PER UNIT COST	SUBTOTAL COST	
EARTHWORK					
Strip topsoil and place in permanent on-site location	210	CY	3.50 \$	735 \$	735
Grading cut and on-site compaction	170	CY	8.50 \$	1,445 \$	1,445
Import structural soil and compaction	20	CY	22.00 \$	440 \$	440
Fine grade roads	768	SY	2.50 \$	1,920 \$	1,920
Fine grade curb	1,020	LF	2.25 \$	2,295 \$	2,295
Backfill curb	1,020	LF	3.50 \$	3,570 \$	3,570
Backfill sidewalk	380	LF	2.50 \$	950 \$	950
Fine grade site	1,165	SY	2.00 \$	2,330 \$	2,330
Mobilization	1	LS	15,000.00 \$	15,000 \$	15,000
				TOTAL =	\$ 28,685
SEDIMENT CONTROL					
Silt fence install/maintain	1,050	LF	2.75 \$	2,888 \$	2,888
Silt fence remove/dispose	380	LF	1.90 \$	722 \$	722
Erosion Control Matting	250	SY	2.15 \$	538 \$	538
Temporary erosion control seeding	0.33	AC	2,500.00 \$	825 \$	825
Erosion Control Maintenance	2	MO	4,000.00 \$	8,000 \$	8,000
				TOTAL =	\$ 12,972
	SITE PREPARATION SUBTOTAL =				\$ 41,657
SITE IMPROVEMENTS					
STORM DRAIN					
Storm Inlet Demolition	3	EA	2,500.00 \$	7,500 \$	7,500
Manhole or Drain Structure and grate 6' deep or less	8	EA	5,000.00 \$	40,000 \$	40,000
Silt Fence inlet traps- remove and dispose	8	EA	100.00 \$	800 \$	800
15" Class 3 RCP	770	LF	50.00 \$	38,500 \$	38,500
18" Class 3 RCP	265	LF	55.00 \$	14,575 \$	14,575
				TOTAL =	\$ 93,875
	SITE IMPROVEMENTS SUBTOTAL =				\$ 93,875
ON-SITE STREETS					
PAVING					
Milling asphalt pavement 1.5" depth	1	LS	19,000.00 \$	19,000 \$	19,000
Aggregate Base Course	440	SY	14.50 \$	6,380 \$	6,380
Asphalt Concrete Base Course Type B25.0C (5")	79	TON	90.00 \$	7,110 \$	7,110
Asphalt Concrete Base Course Type I19.0C (4")	160	TON	80.00 \$	12,800 \$	12,800
Asphalt Concrete Base Course Type 3.0" SF9.5C	260	TON	85.00 \$	22,100 \$	22,100
Asphalt Binder for Plant Mix	35	TON	650.00 \$	22,750 \$	22,750
				TOTAL =	\$ 90,140

	QUANTITY		LABOR AND MATERIALS		TOTAL COST
	# OF UNITS	UNIT	PER UNIT COST	SUBTOTAL COST	
CURB & GUTTER					
2'-6" Standard Curb	1,020	LF	18.00 \$	18,360 \$	18,360
				TOTAL =	\$ 18,360
STREET SIGNS					
Stop / Street Signs - City/County/State Standard	2	EA	325.00 \$	650 \$	650
Traffic Control	1	EA	20,000.00 \$	20,000 \$	20,000
Striping	1	LS	10,000.00 \$	10,000 \$	10,000
				TOTAL =	\$ 30,650
SIDEWALK AND PEDESTRIAN NEEDS					
5' Concrete sidewalk	45	SY	50.00 \$	2,250 \$	2,250
Curb Ramp	2	EA	3,000.00 \$	6,000 \$	6,000
				TOTAL =	\$ 2,250
				STREETS SUBTOTAL =	\$ 141,400
					TOTAL: \$ 276,932
					125% of TOTAL: \$ 346,165

Notes:

1. EOPC based upon Engineering Progress Plans prepared by Kimley Horn dated September 27, 2023.
2. EOPC is for site related improvements and construction and does not include buildings and/or structures.
3. Unit costs used in this engineer's opinion of probable cost is based upon historical contractor bids and engineer's experience.
4. Franchise utilities, such as gas, electric, telephone, fiber optic not included.
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6. Gravity sewer assumed; lift station/force main not included.
7. Thoroughfare, drainage, water, sanitary sewer impact fees not included.
8. Performance, payment, and maintenance bonds not included.
9. Rock excavation not included.
10. Environmental and wetlands determination, permitting, and restoration not included.
11. Utility connection, construction, and miscellaneous city permit fees not included.
12. Tree removal, preservation, and mitigation not included.
13. Handling and processing of utility spoils not included.
14. Screening walls, monument entry signs and open space sidewalks and trails not included.
15. Street light poles and foundations and conduit not included.

