

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

- a. Jason Byler, Pastor of Lighthouse Baptist Church

3. PRESENTATIONS

- a. Resolution Honoring Herbert Spencer Holding, III

4. APPROVAL OF AGENDA

5. PUBLIC COMMENTS

Individuals wishing to speak during the Public Comment proceedings are encouraged to be prepared, and individuals will be limited to three (3) minutes. Written comments are welcome and should be given to the Town Clerk before the start of the meeting.

6. CONSENT AGENDA

All items on the Consent Agenda are considered routine, to be enacted by one motion without discussion. If a Board Member requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

- a. FY26-27 Budget Amendment
- b. Adoption of Minutes June 16, 2026
- c. Lease Agreement for 216-220 Southtown Circle
- d. ANX-26-0001 - 825 Averette Road - Call for Legislative Hearing
- e. ANX-26-0002 - WakeMed Lot 2 - Call for Legislative Hearing
- f. Amendment to FY26-27 Schedule of Fees

7. BOARD LIAISON REPORTS

8. STAFF REPORT

- a. FYI Report (informational only)
- b. Finance Department Update (paper report only)

9. PUBLIC HEARINGS

10. BUSINESS

- a. Habitat for Humanity of Greater Raleigh Update— Patricia Burch, CEO
- b. Rolesville Chamber of Commerce Report and Request for Funding—
Malcolm Allen, Executive Director

11. LEGISLATIVE HEARING

- a. REZ-26-0002 - 1101 Averette Road Rezoning

12. COMMUNICATIONS

- a. Eric Marsh, Town Manager
 - i. Authorization to Execute Agreement for Purchase of Property (204, 206, and 208 S Main Street) – Main Street Park Expansion
 - ii. Year In Review 2025/2026 — Delivering On Our Commitments
- b. David J. Neill, Town Attorney
 - i. Preview of the Non-Discrimination ILA Amendment

13. ADJOURN



Resolution Honoring the Life and Legacy of Herbert Spencer Holding, III

WHEREAS, Herbert Spencer Holding, III, was a lifelong resident of the Rolesville community whose unwavering dedication, integrity, and love for his hometown were reflected through a lifetime of public service, civic leadership, and devotion to his fellow citizens; and

WHEREAS, Herbert honorably served in law enforcement, demonstrating courage, professionalism, and an unwavering commitment to protecting the lives and property of others, earning the respect of his colleagues and the community through his steadfast dedication to public safety; and

WHEREAS, following his distinguished career in law enforcement, Herbert continued his commitment to serving the citizens of Rolesville through civic engagement, generously sharing his knowledge, leadership, and experience to strengthen the community he loved; and

WHEREAS, Herbert served as a member of the Rolesville Rural Fire Department Board and contributed to the Town's Fire Service Unification Initiative, providing thoughtful leadership and guidance to help ensure the continued delivery of high-quality emergency services for the residents of Rolesville; and

WHEREAS, Herbert was known as a devoted husband, father, grandfather, mentor, and friend whose humility, compassion, and willingness to serve others enriched the lives of countless individuals and embodied the values that define the Town of Rolesville; and

WHEREAS, the Town of Rolesville gratefully recognizes Herbert Spencer Holding, III, for his enduring contributions to public safety, civic leadership, and community service, and honors a legacy that will continue to inspire future generations of Rolesville citizens;

NOW, THEREFORE, Mayor Ronnie I. Currin and the Board of Commissioners of the Town of Rolesville do hereby honor the life and legacy of Herbert Spencer Holding, III, express their deepest gratitude for his distinguished service to the Town and its residents, and extend their heartfelt condolences to his family and loved ones.

BE IT FURTHER RESOLVED that this Resolution be entered into the official records of the Town of Rolesville as a lasting tribute to the life, service, and legacy of Herbert Spencer Holding, III.

ADOPTED THIS 21st DAY OF JULY 2026.

Attest:

Ronnie I. Currin, Mayor

Christy Frazier, Town Clerk

Memorandum

To: Mayor and Town Board
Date: July 10, 2026
Re: FY26-27 Budget Amendment

Background

When FY25-26 ended on June 30, there were a few priority projects that remained incomplete. Since the budgets for these projects are appropriated for only one year, the unspent funds became part of fund balance. Staff request reappropriation of the funds so that these important projects may continue in the new fiscal year.

Audio System: The replacement of the Chamber audio system was initially planned for completion by June 30. Due to equipment delivery delays, completion is not expected for this \$49,000 project until the end of July. Requesting reappropriation of the project balance of **\$26,100**.

Cybersecurity Grant: The Town received a \$35,000 federal grant (requiring a \$15,000 Town match) to enhance cybersecurity efforts. This project was delayed due to two federal government shutdowns, which impacted the initial step of obtaining a CISA cybersecurity assessment. Efforts are now underway with ThinkTech Advisors to deliver multiple components of this **\$50,000** project during FY26-27.

Lease Upfit: During FY25-26, **\$80,000** was set aside to fund expenses associated with the upfit of the new Development Services office space. Due to a delay in vacating the premises by the previous occupant, this project has been deferred to FY26-27.

RRFD Equity: The Wake County unified fire tax district holds claim to a portion of the RRFD equity that transferred to the Town of Rolesville on July 1, 2025. The Town and County agreed to use this balance towards Wake County's cost share of one-time fire unification costs. \$21,012 of the Wake County funds remain unspent, so a reappropriation of **\$51,390** (to also account for the Town's cost share of 59.11%) is requested.

Pole Barn: The Public Works Department is in the process of constructing a storage facility on site. The work was anticipated to be completed by June 30 but a County permitting issue delayed this \$38,000 project. Requesting reappropriation of the project balance of **\$19,000**.

Recommended Action

Make a motion to approve the Ordinance to Amend the 2026-2027 Fiscal Year Budget Ordinance

AN ORDINANCE TO AMEND THE 2026-2027 FISCAL YEAR BUDGET ORDINANCE

BE IT ORDAINED, by the Board of Commissioners of the Town of Rolesville, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2027:

1. *To appropriate funds for replacement of Chamber audio system.*

		<u>Increase</u>
<u>Revenue</u>		
100-000-6900-0000	Fund Balance Appropriation	\$26,100
<u>Expenditure</u>		
100-120-5425-0000	Other Improvements	\$26,100

2. *To reappropriate funds for the Cybersecurity grant.*

		<u>Increase</u>
<u>Revenue</u>		
100-000-4320-0000	Grants - Federal	\$35,000
100-000-6900-0000	Fund Balance Appropriation	\$15,000
<u>Expenditure</u>		
100-130-5264-0000	Computer Software/Services	\$50,000

3. *To reappropriate funds for upfit of Development Services leased site.*

		<u>Increase</u>
<u>Revenue</u>		
100-000-6900-0000	Fund Balance Appropriation	\$80,000
<u>Expenditure</u>		
100-210-5425-0000	Other Improvements	\$80,000

4. *To reappropriate funds for one-time fire expenses to account for Wake County fund balance claim.*

		<u>Increase</u>
<u>Revenue</u>		
100-000-6900-0000	Fund Balance Appropriation	\$51,390
<u>Expenditure</u>		
100-320-5260-0000	Professional Services	\$51,390

5. *To reappropriate funds for Public Works pole barn project.*

		<u>Increase</u>
<u>Revenue</u>		
100-000-6900-0000	Fund Balance Appropriation	\$19,000
<u>Expenditure</u>		
100-410-5425-0000	Other Improvements	\$19,000

This will result in a net increase of \$226,490 in both revenues and expenditures of the General Fund.

Adopted this 21st day of July 2026

Ronnie I. Currin
Town of Rolesville Mayor

Attest: _____
Christina Ynclan
Town Clerk



**Board of Commissioners
Regular Business Meeting**
June 16, 2026 – 6:30 PM
502 Southtown Circle, Rolesville, NC 27571

MINUTES

Present: Mayor Ronnie Currin Mayor Pro Tem Dan Alston Commissioner April Sneed Commissioner Lenwood Long Commissioner Jenn Bernat Commissioner Michael Paul	Town Attorney Dave Neill Town Manager Eric Marsh Town Clerk Christy Frazier Police Chief David Simmons Planning Director Stephen Wensman Assist. Town Manager Steven Pearson
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1. Call to Order

Mayor Ronnie Currin called the regular business meeting of the Town of Rolesville Board of Commissioners to order on Tuesday, June 16, 2026, at 6:30 PM at 502 Southtown Circle, Rolesville, NC 27571. Mayor Currin welcomed those in attendance and noted that a full agenda was expected, including three public hearings, and reminded speakers to observe the three-minute time limit for public comment.

2. Pledge of Allegiance

The Pledge of Allegiance was recited.

3. Invocation

The invocation was delivered by Marcella Hernandez, Associate Pastor of Village Church of Rolesville.

4. Proclamations

4.a. Juneteenth

Mayor Currin read the proclamation recognizing June 19, 2026, as Juneteenth in the Town of Rolesville, commemorating the end of slavery in the United States and honoring the contributions of African Americans to the nation's cultural, economic, and social fabric. The Mayor reminded the community of a town-sponsored Juneteenth celebration scheduled for Saturday, June 20th, from 2:00 to 6:00 PM at Millbrook Park, and encouraged all residents to attend.

4.b. Parks and Recreation Month

Commissioner April Sneed read the proclamation designating July as Parks and Recreation Month in the Town of Rolesville, recognizing the physical, mental, economic, and environmental benefits of parks and recreation resources.

4.c. Lyme Disease Awareness

Commissioner Lenwood Long read the proclamation recognizing June as Lyme Disease Awareness Month, highlighting the increasing prevalence of Lyme disease in North Carolina,

the challenges of diagnosis, the severity of untreated cases, and the importance of personal preventative measures.

4.d. 250th Anniversary of The United States

Commissioner Jenn Bernat read the proclamation honoring the 250th anniversary of the founding of the United States of America, encouraging all residents to reflect on the nation's history and participate in commemorative activities. Mayor Currin noted that the town's July 4th fireworks celebration—which falls on a Saturday—would include special programming by the Parks and Recreation Department in honor of the semi-quincentennial.

5. Consider Approval of the Agenda

No additions or exclusions were proposed.

Motion to approve the agenda was made by Mayor Pro Tem Aston and seconded by Commissioner Paul. The motion carried unanimously.

6. Consider Approval of the Consent Agenda

Mayor Currin noted seven items on the consent agenda and invited any commissioner to request separate consideration of any item. No items were pulled for separate discussion.

Motion to approve the consent agenda was made by Commissioner Long and seconded by Commissioner Bernat. The motion carried unanimously.

The following items were approved:

- 6.a. Adoption of Minutes – May 5, 2026, and May 19, 2026
- 6.b. Resolution Regarding the Capitalization Policy
- 6.c. Wake County First Amendment to Memorandum of Understanding regarding the Rolesville Public Library
- 6.d. Interlocal Agreement with East Wake Television
- 6.e. ANX-26-0001 Averette Rd – Direct Clerk to Investigate Sufficiency
- 6.f. ANX-26-0002 Wake Med Lot 2 – Direct Clerk to Investigate Sufficiency
- 6.g. Resolution Regarding Official Depository

7. Public Invited to be Heard

Three residents from the Huntmaster Trail neighborhood, adjacent to Crooked Creek Road, addressed the Board regarding ongoing quality-of-life impacts from commercial traffic on the private dirt road.

Maryann Livingston presented a summary of town records showing repeated enforcement actions dating back to at least 2018—including complaints, inspections, notices of violation, and attorney involvement—against the same recurring issues on Crooked Creek Road and Sandaway Lane. She acknowledged the board's forthcoming discussion on how to prevent similar situations in future subdivisions but stressed that the families currently living with those conditions deserve an active path forward, not merely a planning lesson. "We are not a case study. Our lives are not field research. We are real families who live here."

Dave Livingston elaborated on the day-to-day impacts, describing heavy dust coating vehicles and homes, commercial truck traffic, safety concerns, and a feeling of helplessness

after years of attempting civil remedies. He explained that every agency and civil attorney consulted had been unable to identify a clear responsible party. He asked the Board to identify who is accountable and what the path forward is for residents of their specific section of the road.

Thomas Hall, a 37-year resident of the neighborhood, described how the dust has severely impacted his wife, who is recovering from cancer treatment and multiple cornea transplants, rendering their screened porch unusable. He stated that a 50-foot wall of dust routinely comes over the fence from vehicles traveling the road. He asked for someone to take responsibility for properly maintaining the road.

Mayor Currin thanked the speakers and directed Town Attorney Dave Neill to prepare a public update on the status of the matter and any available next steps for the following board meeting. Town Attorney Neill noted that the evening's agenda also included a discussion of private street subdivisions that would touch on related policy questions.

8. Town Board Liaison Reports

No liaison reports were presented.

9. Communication from Town Staff (Informational Memo Only)

Staff communications from Police Chief David Simmons and Fire Chief Jason Deitch were provided as informational memos in the agenda package. No presentations were made from the dais due to time constraints.

10. New Business

10.a. Wake County Economic Development

Assistant Town Manager Steven Pearson introduced Michael Haley, Executive Director of Wake County Economic Development and Senior Vice President of the Greater Raleigh Chamber of Commerce, who presented on Wake County's economic development strategy and its relevance to Rolesville.

Haley framed the region's competitive peer group as Austin, Atlanta, Dallas, San Francisco, Seattle, Singapore, and Denmark—no other state capitals—to convey the scale of the opportunity. He described Wake County Economic Development as a public-private partnership (approximately 40% publicly funded, 60% privately funded) with over 30 years of operating history. He reported a current pipeline of 46 active projects representing approximately \$10 billion in potential capital investment and over 12,000 potential jobs.

Haley outlined the key factors businesses prioritize when making location decisions: speed and predictability, available development-ready sites, existing infrastructure capacity, access to talent, governmental alignment, and a collaborative partnership with local units of government. He noted that Wake County's workforce is among the most highly educated in the nation, with approximately 60% of residents holding a bachelor's degree or higher—above Boston and Austin, and on par with San Francisco and Seattle. He identified life sciences and advanced manufacturing as the most significant sectors currently pursuing projects in the region, noting that some life science projects have hired 1,000 employees at salaries exceeding \$150,000 per year.

On the question of Rolesville's competitive position, Haley acknowledged a countywide shortage of development-ready sites, particularly in eastern Wake County. He praised the town's prior site identification work with consultants and affirmed that Rolesville's location, leadership engagement, and comprehensive planning efforts position it well. He drew a

parallel to Holly Springs, which was a community of approximately 5,000 people when it began planning for what has become approximately \$8 billion in life sciences investment over the last four years.

Commissioner Michael Paul raised the challenge posed by the watershed boundary, which limits the availability of usable commercial land west of the bypass. Haley acknowledged this as a continuing constraint but stated it was outside his direct authority to address. Mayor Pro Tem Dan Alston asked about data centers; Haley stated directly that Wake County is not promoting itself as a data center destination, citing land values and a preference for higher-density job uses. Mayor Currin noted that the board's two primary economic development objectives are to increase local jobs and improve the town's residential-to-commercial tax ratio, which he described as an urgent fiscal concern.

10.b. Interlocal Agreement Regarding Enforcement of the Wake County Nondiscrimination Ordinance in Municipal Jurisdictions

Town Manager Eric Marsh introduced this item as a renewal of an existing interlocal agreement, originally adopted by a prior board in 2021–2022, under which participating Wake County municipalities refer discrimination complaints to mediation and investigation through Campbell University's law clinic, with Wake County absorbing associated costs. Marsh noted that all Wake County municipalities have ultimately signed on to the agreement.

Town Attorney Dave Neill provided additional context: the agreement establishes a mechanism for individuals alleging discrimination to file complaints with their municipality, which then refers the matter to Campbell University for mediation. He confirmed that, to his knowledge, no complaints had been referred to from Rolesville under the agreement.

Several commissioners, having joined the board after the original adoption, indicated they were unfamiliar with the agreement's specifics. Mayor Currin directed Town Attorney Neill to prepare a redlined comparison and comprehensive briefing on the agreement's terms, costs, and risks for consideration at a future meeting.

11. Old Business

11.a. Discussion of Minor Subdivision Continued

Planning Director Stephen Wensman provided background, noting that the town's Land Development Ordinance (LDO), adopted in 2021, requires all subdivisions to be on publicly maintained streets—a provision intended to avoid the conditions seen on Crooked Creek Road. At the May 5 meeting, a minor text amendment was adopted to correct acreage thresholds; that discussion prompted a broader conversation about whether limited allowances for private streets in minor subdivisions should be permitted. This item is the continuation of that policy discussion.

Wensman reported that at the time of writing, two properties had expressed interest in subdividing onto a private road. One has since received a variance, leaving only one property that would be materially affected by a policy change.

Town Attorney Neill presented two draft options developed to thread the needle between the town's concerns and limited accommodation:

Option 1 would allow a minor subdivision on a private road if: (a) the private means of ingress and egress is entirely within the bounds of the parcel being divided; (b) the private road is no less than 50 feet from any adjoining lot line; and (c) the resulting lot is not more than 500 feet from a publicly maintained street. This option would prevent the scenario seen at Crooked Creek, where the private road runs along a property boundary adjacent to unrelated neighboring lots.

Option 2 adds the requirement that the private road be constructed to full public street standards (paved, 27 feet wide), subject to a perpetual private maintenance agreement in which the town is named as a beneficiary, meaning no amendment to the maintenance agreement could be made without town approval.

Discussion among commissioners centered on public safety access, the distinction between properties within the town limits and those in the ETJ, and the risk that sequential minor subdivisions could recreate the Crooked Creek pattern over time. Neill clarified that the Crooked Creek situation arose from a series of Wake County approvals prior to the area coming under the town's planning jurisdiction, and that no amendment could retroactively remedy existing conditions. He noted that the variance previously granted for 5317 Twin Meadows would not satisfy either proposed option, as that road is situated on the edge of the subdivision rather than within it.

Commissioner Bernat requested that staff prepare visual diagrams illustrating both options to help the board understand potential scenarios. Mayor Currin suggested that any option should explicitly preclude private roads from running adjacent to unrelated neighboring parcels. Mayor Currin directed Wensman and Neill to prepare a formal draft text amendment for review by the Planning Board, after which it would return to the Board of Commissioners.

12. Legislative Hearing

12.a. Continued Legislative Hearing TA-26-0004 – Fence Height

Planning Director Wensman provided a summary of the proposed text amendment, which would allow an 8-foot perimeter fence—rather than the current 6-foot standard—for residential lots that directly abut a higher-intensity land use such as commercial or industrial, where no vegetative buffer or HOA restriction otherwise exists. He presented a comparison of neighboring jurisdictions, noting that Raleigh and Durham allow up to 8 feet in side and rear yards, while most other nearby municipalities cap fences at 6 feet.

Wensman clarified, with a map illustrating the applicable areas in blue, that the amendment would apply only along specific edges where residential uses directly abut non-residential uses—primarily older, pre-LDO development patterns without mandatory buffers. It would not apply to frontages along public streets, and newer developments with HOA covenants or required buffer yards would be largely unaffected. The driver for the amendment was a specific complaint from a resident adjacent to the manufactured home park near the Granite Falls neighborhood, where cleared vegetation left a homeowner without adequate screening.

Commissioner Sneed asked for specific examples of locations where the allowance would apply; Town Attorney Neill explained that these would be older, pre-modern-LDO land uses for which no buffer was required at the time of construction. Commissioner Long confirmed the amendment is limited to rear and side yards. The public hearing, which had been held and closed at the prior meeting with no speakers, was not reopened. The Planning Board had recommended approval, and staff recommended approval.

Commissioner Long moved to approve Text Amendment TA-26-004, amending Section 6.5.E.4 – Fence Height, finding it consistent with the Rolesville Comprehensive Plan. Mayor Pro Tem Alston seconded the motion. The motion carried unanimously.

Commissioner Long moved to adopt the Statement of Consistency and Reasonableness, finding that TA-26-004 is consistent with Rolesville's Comprehensive Plan and its focus areas and therefore reasonable.

Commissioner Bernat seconded the motion. The motion carried unanimously.

12.b. Legislative Hearing REZ-26-0003 – Town Campus

Planning Director Wensman presented the staff report for a rezoning request affecting two unaddressed properties and three parcels at 404, 406, and 408 East Young Street, totaling 17.3 acres. The properties are currently zoned RL (Residential Low), and the request is to rezone to BT (Business, Industrial, and Technology) with a proposed use of government facilities to accommodate the town's planned government campus development. Wensman noted that the BT district was selected as the best fit for a campus-type institutional use. The Comprehensive Plan identifies the area as civic, supporting institutional uses such as schools, libraries, and civic centers, making the request consistent. A Traffic Impact Analysis projected approximately 3,172 weekday trips. The Transportation Plan accommodates the site with planned improvements to East Young Street, two new collector roads, a greenway, and bicycle accommodations.

The Planning Board recommended approval, and staff recommended approval.

The public hearing was open. Mrs. Patsy Young, a neighboring resident on East Young Street, asked about the project timeline and whether the site plan had changed since the prior meeting. Town Manager Marsh responded that there had been no major changes to the layout. That groundbreaking is targeted for late fall 2026 or, at the latest, early February 2027, with the police department anticipated to move to the campus in summer 2028, followed by the fire station. Marsh addressed a community rumor about a drainage ditch on the property, confirming that after the Army Corps of Engineers review, engineering solutions had resolved the potential jurisdictional wetland concern, and that the area will be preserved as open space with trails. Marsh offered to provide the speaker with direct project updates going forward.

The public hearing was closed with no further speakers.

Commissioner Long moved to approve Zoning Map Amendment REZ-26-003, Town Campus Site, based on its consistency with Rolesville's Comprehensive Plan. Commissioner Paul seconded the motion. The motion carried unanimously.

12.c. Legislative Hearing REZ-25-0004 – Opal at Main

Commissioner Michael Paul recused himself from this item due to a conflict of interest, as acknowledged by Mayor Currin.

Planning Director Wensman presented the staff report for a rezoning of approximately 10 acres at the northwest corner of Young Street and North Main Street. The property is currently zoned RL (Residential Low). The applicant requests rezoning to RHCZ (Residential High Conditional Zoning) to develop 62 attached single-family townhomes and 2 detached single-family dwellings, known as "Opal at Main."

Wensman noted the proposed conditions include substantial conformance with the submitted site plan, a maximum of 62 attached and 2 detached units, a stormwater control measure featuring trails and a historic plaque, a 30-foot Type 3 buffer adjacent to the Little House Museum, architectural material commitments excluding vinyl siding, minimum unit sizes of 1,575 square feet, and HOA covenants restricting short-term rentals.

Wensman identified the central staff concern: the town's 2050 Comprehensive Plan designates the subject property as both "Community Center" (commercial) and "Mixed Residential Community" (which assumes a commercial component). The applicant proposes an entirely residential development with no commercial use. The Planning Board voted 3–2 to recommend approval, apparently weighing the quality of the design over strict adherence to the Comprehensive Plan. Staff recommended denial due to plan inconsistency.

Applicant Presentation: Laura Holloman, project planner with McAdams, and Robert Hayes, Planning and Entitlements Manager with Grand Communities LLC, presented the project. Holloman noted the application was first submitted in July 2025, before the Comprehensive Plan update that reclassified much of the site as commercial, and that the project had since

been significantly revised in response to community, staff, and NCDOT feedback. She argued that townhomes in this location represent appropriate transitional land use between the existing Terrell Plantation single-family neighborhood and the more intensive commercial activity at the Young/Main intersection. She highlighted that rear-loaded townhomes along West Young and North Main Street would create an active, pedestrian-friendly streetscape with front doors facing the public sidewalk. Holloman also noted that NCDOT has restricted access to North Main Street to right-in/right-out only, which she argued makes the parcel less viable for commercial use.

A third-party traffic engineer, Caroline Cheeves of PE, presented the Traffic Impact Analysis (conducted voluntarily, as the project falls below the mandatory TIA threshold). The analysis showed a projected 450 weekday trips for the residential proposal, versus approximately 1,906 for comparable general retail use of approximately 35,000 square feet. Commissioner Long questioned the large differential; Sheets explained the ITE trip-generation methodology, noting that townhomes are among the lowest-trip-generating residential uses and that the 35,000-square-foot general retail category was the most applicable standard for that parcel size.

Commissioner Bernat expressed skepticism about the real-world applicability of the traffic figures, referencing Cobblestone Village across the street as a benchmark. Hayes acknowledged that his company is exclusively a residential developer and does not have commercial development in its portfolio.

Public Hearing: Michelle King, HOA president for the adjacent Terrell Plantation neighborhood, addressed the Board. She explained that when the application was first submitted, the prior Comprehensive Plan designated the site as Residential Medium—not commercial—and that the commercial designation resulted from the October 2025 plan update. She expressed concerns about commercial uses extending up Young Street toward the entrance of her neighborhood. She stated that the neighborhood, while initially opposed to any development, found the current proposal more acceptable given its scale and design, and asked the Board to weigh the needs of existing taxpaying residents alongside the town's planning goals. She also cited the volume of residential development already approved throughout Rolesville as context.

Board Deliberation: Mayor Pro Tem Alston stated directly that the board's vision, as expressed in the 2050 Comprehensive Plan, calls for commercial development at this location, and that he could not identify a commercial component in the proposal. Commissioner Long echoed this, asking why no commercial element had been considered. Commissioner Bernat explained the town's fiscal challenge—approximately 91–92% residential land use—and the need to grow the commercial tax base, noting that, with a total area of approximately 6 square miles (a significant portion of which is in the watershed), the town has very limited developable land remaining.

Holloman, in response, offered to request a continuance to explore whether a commercial lot could be incorporated along the North Main Street frontage, bringing the project closer to compliance with the Comprehensive Plan. The board indicated openness to that approach. Town Attorney Neill confirmed that a motion to continue to a date certain would preserve the public hearing without requiring re-advertisement.

Mayor Currin directed that the HOA president be kept informed of any plan revisions between now and the continued hearing.

Commissioner Long moved to continue REZ-25-0004, Opal at Main, to the Town Board of Commissioners meeting of August 18, 2026. Commissioner Sneed seconded the motion. The motion carried unanimously.

13. Communications

Town Attorney

Town Attorney Neill reported that the matter of White v. Town of Rolesville has been dismissed and resolved in the town's favor on all counts. He also noted that two colleagues at his firm continue to recover following hospitalizations and have since been discharged.

Town Manager

Town Manager Marsh presented two items:

Land Acquisition – Capital Projects Ordinance Amendment: Marsh reported that, pursuant to board authorization from the prior closed session, he and the Town Attorney had negotiated a purchase agreement for a parcel adjacent to Main Street Park. The seller accepted the offered price of \$965,000. Marsh requested that the board approve an amendment to the capital projects ordinance to transfer \$1,050,000 from parks fees reserves to a land acquisition account to fund due diligence, engineering, and surveying in advance of the formal purchase. He emphasized that this action authorizes the budget transfer to enable due diligence and does not constitute final acquisition; the purchase agreement itself will be returned to the board for approval. The board approved the amendment (see motion below).

Professional Recognition: Marsh announced that he will receive a Triangle Business Journal "40 Under 40" award at an event on June 25, 2026. He also announced that the National League of Cities has invited him, at their expense, to present on Rolesville's housing plan and Comprehensive Plan work at a panel discussion in Birmingham, Alabama, on July 17, 2026, at the Jefferson Convention Complex. Commissioner Long commended both recognitions as significant achievements for the town.

Motion to approve the Capital Projects Ordinance Amendment was made by Commissioner Long and seconded by Commissioner Bernat. The motion carried unanimously.

Town Clerk

Christy Frazier provided brief updates on two community initiatives: (1) the annual 9/11 Essay Writing Campaign is underway, open to students in grades 3–12 on the prompt "Who do you consider a hero?", with winning essays to be recognized at the Rolesville United 9/11 Tribute Event on September 12, 2026; and (2) applications are now being accepted for the Community Group Funding Program, which provides financial support to local nonprofits and community organizations. Frazier noted that information on both programs is available on the town website and offered to send links to all board members for distribution.

14. Closed Session Pursuant to N.C.G.S. 143-318.11(a)(6) Personnel

Commissioner Long moved to enter closed session to preserve attorney-client privilege pursuant to N.C.G.S. §143-318.11(a)(6) to discuss a personnel matter. Commissioner Bernat seconded the motion. The motion carried unanimously.

The board returned to open session following the closed session. Town Attorney Neill reported that no action was taken during closed session.

15. Adjourn

Motion to adjourn was made by Commissioner Long and seconded by Commissioner Bernat. The motion carried unanimously. The meeting was adjourned.



Memorandum

To: Eric Marsh, Town Manager
From: Scott Miles, Town Engineer
Date: July 21st, 2026
Re: Lease for new office space - signatures

Background

The Town of Rolesville plans to sign a lease for new office space with Lloyd's of Rolesville, LLC. The term of the lease is for 5 years and can be extended for another 5 years if necessary. The rate per month is \$4300.

Recommended Action

Staff recommends approval of executing the lease and giving Eric Marsh delegated signature authority on behalf of the Town of Rolesville.

Attachment

Lease Agreement between the town and Lloyd's of Rolesville, LLC.



LEASE AGREEMENT

WAKE COUNTY, NORTH CAROLINA

THIS LEASE AGREEMENT ("Lease") made and entered as of the Effective Date (as defined below) by and between **Lloyds of Rolesville, LLC**, a North Carolina limited liability company (hereinafter called "Lessor"); and the **Town of Rolesville**, a North Carolina municipal corporation (hereinafter called "Lessee").

WITNESSETH:

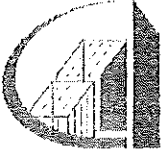
IN CONSIDERATION of the covenants and agreements herein contained, Lessor does hereby let, lease, and demise unto Lessee, and Lessee does hereby accept as Lessee of Lessor, that certain property described as follows: 216-220 Southtown Circle, Rolesville, North Carolina (as shown on Exhibit A).

TO HAVE AND TO HOLD said property unto Lessee, together with all rights and privileges thereunto belonging, upon the following terms and conditions:

1. **PREMISES.** The "Premises" shall be all of the area being leased by Lessor to Lessee as described above. The Premises contains 2,400 square feet. The Premises are part of an overall development project containing 36,178 square feet and Lessee will occupy 6.63% of the total square footage (said percentage shall hereafter be defined as "Lessee's Proportionate Share"). The use of Premises is for general office space.
2. **TERM.** The initial term of this Lease shall be for a period of five (5) years, commencing on the Commencement Date (defined below). Lessee may, by written notice delivered to the Lessor not more than one hundred twenty (120) days, nor less than sixty (60) days, prior to the commencement of the applicable extension period, extend this Lease for one (1) additional period of five (5) years, pursuant to the terms set forth on Exhibit D. The Commencement Date (the "Commencement Date") shall be the date that is ninety (90) days after the Possession Date (defined below). The "Possession Date" shall be the date upon which the current tenant (Eye Doctor) vacates the Premises and Lessor delivers the Premises to Lessee in broom-clean condition, anticipated to be on or about July 15, 2026.
3. **RENTAL.** Lessee shall pay to Lessor all rental payments in the amounts set forth on Exhibit B on a monthly basis. Each monthly payment shall be due on the first day of each month; provided that no rent shall accrue for any period of time prior to the Commencement Date. If the Commencement Date falls on a day other than the first day of a month, the rent due for such month shall be prorated on a daily basis and shall be payable by the Lessee within ten (10) days of the Commencement Date.

Lessee shall pay a security deposit in the amount of \$0.00, which is due and payable upon execution of this Lease.

Should any rent payment not be received by the 10th day of the month for which the rent is due, Lessee shall pay as a late fee an amount equal to five percent (5%) of the delinquent rent payment. In this event, the rent will not be considered paid until the full rental payment along with the late fee has been paid. Lessee will be considered in default and will be subject to the terms and conditions of the Lease as outlined in Section 9, Events of Default, until



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full payment has been made including late fees. All rent payments shall be delivered to Lessor at the address in this Lease as set out below, or to such other address as Lessor may notify Lessee in writing.

4. **IMPROVEMENTS.** Lessor shall complete or cause to be completed all of the upfitting work and improvements to the Premises as are described on Exhibit C ("Lessor's Improvements"). All of Lessor's Improvements shall be performed in a good and workmanlike manner and shall be completed to the reasonable satisfaction of Lessee, and Lessee shall assume possession of the Premises on the Possession Date. Lessee will complete Lessee's work to include stocking and fixturing within a **ninety (90) day** period of assuming possession of the Premises. No rent will be due during this stocking and fixturing period.

Lessee may at its own expense make other alterations or improvements to the Premises, provided that written approval of Lessor shall first be obtained as to any change, alteration or addition which affects the mechanical and electrical systems and the structural portion of the building; and further provided that any such improvements shall belong to Lessor upon the termination of this Lease, unless Lessor directs that they be removed, in which event Lessee shall remove such addition and repair any damage caused by the removal. Lessor shall not unreasonably withhold approval of any request by Lessee for proposed improvements. Personal property or trade fixtures that have been attached to the walls or structure of the building shall become the property of the Lessor upon Lease termination or when Lessee vacates the Premises; see Section 17, Personal Property.

5. **FIRE OR CASUALTY.** In case of fire or other casualty which totally destroys the Premises or renders the Premises unfit for Lessee's use, either party may terminate this Lease immediately upon written notice to the other party, and if the Lease is so terminated, all rent shall cease as of the date of such casualty and any prepaid rent shall be refunded to Lessee. In case of fire or other casualty which partially destroys the Premises, Lessor shall notify Lessee within ten (10) days after such casualty whether Lessor elects to restore the Premises to their condition prior to such casualty, together with an estimated timeline for completion. If Lessor elects not to restore the Premises or fails to notify Lessee of its intentions within the ten (10) day period, Lessee may terminate this Lease immediately upon written notice to Lessor. If Lessor elects to restore the Premises, such restoration shall be commenced immediately following such casualty and shall be completed to the condition existing prior to such casualty within a reasonable time and, in any event, within ninety (90) days after such casualty. If the Lessor undertakes restoration of the Premises and Lessee is unable to use the Premises during such restoration, rent shall totally abate during such restoration period; or, if Lessee can utilize a portion of the Premises during such restoration period, the rent shall be adjusted and prorated in the proportion which the usable space bears to the total Premises during such period. If such restoration is not completed within the ninety (90) day period, Lessee may terminate this Lease immediately upon written notice to Lessor.

6. **INSURANCE AND INDEMNIFICATION.** Lessee will obtain and pay all premiums for and maintain fire and extended coverage insurance on Lessee's equipment and other contents on the Premises to the extent of the full replacement cost.

Lessor hereby agrees to indemnify and hold Lessee harmless from and against any and all suits, actions, claims, liabilities, losses, judgments, penalties, damages, costs and expenses (including, without limitation, all attorneys' fees and expenses) incurred by Lessee which are caused by, arising out of or relating to willful acts or the negligence of Lessor or that of its employees, agents or invitees.

Lessee shall during the entire term hereof keep in full force and effect a policy of public liability and property



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damage insurance with respect to the Premises, sidewalks in front of the Premises, and the business operated by Lessee and any sub-lessees of Lessee in the Premises in which the policy limits of public liability shall be no less than \$1,000,000 single limit bodily injury and property damage insurance. The policy shall name Lessor, any person, firm or corporation designated by Lessor, and Lessee as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days prior written notice. The insurance shall be with an insurance company licensed to do business in North Carolina and approved by Lessor, which approval will not be unreasonably withheld. A certificate of insurance shall be delivered to Lessor.

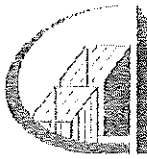
7. COMMON AREA MAINTENANCE.

(a) Lessor will operate and maintain or will cause to be operated and maintained those common areas so designated on the Site Plan attached hereto as Exhibit A. Lessee shall pay to Lessor for each calendar year and any partial calendar year an annual charge, as additional rent, equal to Lessee's Proportionate Share of the operating expenses attributable to maintenance and operation of the common areas; including, but not limited to, hazard and liability insurance premiums, sanitation and refuse services, common area lighting expenses, and maintenance related to landscaping and parking areas.

(b) The charges payable by Lessee under Section 7(a) shall be paid by Lessee in monthly installments without deduction or set-off for any reason or in any manner whatsoever, except for those periods when Lessee's rent is totally abated, in such amounts as are estimated and billed by Lessor at the beginning of each calendar year, each installment being due on the first day of each calendar month. The Lessee's common area maintenance charges for the first three (3) Lease Years are fixed at \$4.25 per square foot per year, payable in equal monthly installments, and are set forth in Exhibit B. Beginning in Lease Year Four (4) and continuing through Lease Year Five (5), Lessee's common area maintenance charges shall be adjusted to reflect the actual costs of operating expenses as calculated by Lessor. Within One Hundred Twenty (120) days (or such additional time thereafter as may be reasonable under the circumstances) after the end of each calendar year beginning with Lease Year Four (4), Lessor shall deliver to Lessee a statement in reasonable detail of Lessor's operating costs for the previous calendar year, together with reasonable supporting documentation, and the monthly installments paid or payable shall be adjusted between Lessor and Lessee, with any deficiency to be paid by Lessee within thirty (30) days after receipt of such statement, and any overpayment to be applied to the next accruing installment(s) of rent hereunder, or refunded to Lessee if the Lease term has expired.

8. TAXES.

(a) Lessor will initially pay all real property taxes which may be levied or assessed by any lawful authority against the land and improvements in the business center. Lessee agrees to pay as additional rent to Lessor without deduction or set-off for any reason or in any manner whatsoever, except for those periods when Lessee's rent is totally abated, Lessee's Proportionate Share of the total real estate taxes, assessments and other governmental charges levied on all land and buildings in the business center at any time during the term. Lessee's proportionate share of taxes shall be paid by Lessee in equal monthly installments in such amounts as are estimated and billed for each calendar year or portion thereof during the term. Each such installment shall be due on the first day of each calendar month. At the end of each calendar year, taxes paid and payable will be adjusted and settled in the same manner as provided in Section 7(b) hereof for common area maintenance. An estimate of Lessee's proportionate share of taxes at the commencement of the term is specified in Exhibit B.



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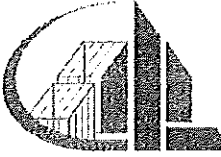
(b). The term "tax year" means each twelve (12) month period (deemed, for the purpose of this section, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the business center.

(c) Unless otherwise consented to in writing by Lessor, Lessee shall not dispute or contest any tax or assessment levied or assessed by any lawful governmental authority with such authority except through Lessor. Lessee shall have no right of set-off, deduction or withholding against or from rent during the pendency of any such dispute or contest. All reasonable expenses as may be incurred by Lessor in connection with any such dispute or contest, that were initiated at the request of Lessee, shall be reimbursed to Lessor by Lessee within fifteen (15) days of written request therefor made to Lessee.

9. **EVENTS OF DEFAULT** The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Lessee: (a) Lessee fails to pay when due the rental as provided for herein; (b) Lessee abandons or vacates the Premises; (c) Lessee fails to comply with or abide by and perform any non-monetary obligation imposed upon Lessee under this Lease within thirty (30) days after written notice of such breach; (d) Lessee is adjudicated bankrupt; (e) A permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; (f) Lessee, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Lessee makes an assignment for benefit of creditors; or (h) Lessee's effects are levied upon or attached under process against Lessee, which is not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof.

10. **REMEDIES UPON DEFAULT** Upon the occurrence of an Event of Default, Lessor may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Lessor may terminate this Lease by giving written notice to Lessee and upon such termination shall be entitled to recover from Lessee damages as may be permitted under applicable law; or (b) Lessor may terminate this Lease by giving written notice to Lessee and, upon such termination, shall be entitled to recover from Lessee damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated), less any amounts Lessor receives or could reasonably receive by reletting the Premises; or (c) Lessor, as Lessee's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper, with Lessee being liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting. Lessor shall use commercially reasonable efforts to mitigate damages by reletting the Premises. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

If an Event of Default has occurred, prior to the Lessor taking possession of the Premises, Lessor shall give notice to the Lessee that the Lessor intends to take possession. Prior to the Lessor taking possession, all personal belongings, including furniture, equipment, records and information, etc. need to be removed by Lessee. Any items belonging to the Lessee remaining in the Premises upon the Lessor taking possession shall be held in the Premises or moved to a secure location at the discretion of the Lessor. Lessee will have thirty (30) days to make arrangements to



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recover the said belongings with the Lessor at the Lessor's convenience after Lessor has been reimbursed for any expenses incurred for the removal and/or storage of said belongings. If arrangements have not been made by the Lessee within thirty (30) days to take possession of their belongings, then the Lessor at their sole discretion may sell or dispose of any or all of the remaining belongings.

11. **CONDEMNATION.** If all or any material part of the Premises shall be taken under the power of eminent domain, either party may terminate this Lease by written notice to the other within thirty (30) days after such taking, and the Lease shall terminate as of the date possession is taken by the condemning authority. If only a portion of the Premises is taken and this Lease is not terminated, the rent and Lessee's Proportionate Share shall be equitably adjusted to reflect the reduction in the Premises. All compensation awarded for any taking shall belong to and be the property of Lessor; provided, however, that Lessee shall be entitled to claim and receive any award separately allocated for relocation costs, fixtures, moving expenses, loss of business, or other personal property belonging to Lessee, so long as such claim does not diminish Lessor's award.

12. **NON-ASSIGNMENT AND NON-WAIVER.** Lessee may not transfer, assign or sublet any part of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Lessee may, without Lessor's consent, assign this Lease or sublet all or any part of the Premises to any other governmental entity or agency, or to any entity that succeeds to substantially all of Lessee's governmental functions. No act of Lessor, except an express written statement, shall constitute a waiver of consent or release Lessee from any of the obligations herein imposed on Lessee. In the event that any rental agreed upon between Lessee herein and a sub-lessee in a subleasing agreement exceeds the rental stipulated in this Lease, Lessee shall pay one-half of such excess to Lessor; provided, however, that this profit-sharing provision shall not apply to any assignment or subletting to another governmental entity.

13. **QUIET ENJOYMENT.** Lessor covenants and warrants that Lessor is the true and lawful owner of the Premises and has good right and full power to let and lease the same. Lessor covenants that, subject to compliance with all terms and obligations herein imposed upon Lessee, Lessee shall peaceably hold and enjoy the Premises during the term (including any renewal term) of this Lease free from the adverse claims of any and all persons.

14. **SUBORDINATION AND NON-DISTURBANCE.** This Lease and all leasehold rights hereunder shall be, and become and remain subordinate to the lien of any bona fide mortgage or deed of trust now or hereafter imposed upon all or any part of the Premises; provided, however, that Lessee's agreement to subordinate is expressly conditioned upon Lessor obtaining from any current or future mortgagee or beneficiary a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in a form reasonably acceptable to Lessee, by which such mortgagee or beneficiary agrees not to disturb Lessee's possession of the Premises, nor to terminate or modify this Lease, so long as Lessee is not in default under this Lease. Lessor shall deliver an executed SNDA from any existing mortgagee within thirty (30) days of the execution of this Lease. Upon request, Lessee shall execute and deliver to Lessor, at Lessor's expense, any instrument or instruments reasonably requested by Lessor consenting to the subordination of this Lease to any future mortgage or deed of trust, subject to Lessee's receipt of an acceptable SNDA.

15. **NOTICE.** All notices by either party to the other provided for in this Lease shall be in writing and shall be deemed to have been given (a) when delivered by hand to the addressee (with written confirmation of receipt) or upon refusal of delivery; (b) when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt) or upon refusal of delivery; or (c) on the date sent by email (with

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confirmation of transmission) if sent during the hours of 9:00 a.m. to 5:00 p.m. local time, and on the next business day if sent after 5:00 p.m. local time.

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

TO LESSOR: **Lloyds of Rolesville, LLC**
 PO Box 638
 Wake Forest, NC 27588

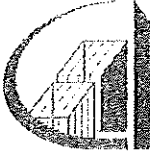
TO LESSEE: **Town of Rolesville**
 Attn: Town Manager
 P.O. Box 250
 Rolesville, NC 27571

16. **ENTRY AND INSPECTION.** Upon prior written request of at least twenty-four (24) hours, except for emergencies, Lessor or its authorized representative may enter the Premises during normal business hours for the purpose of making inspections, performing any work required, and exhibiting the Premises for sale, mortgage or financing. Lessor shall use reasonable efforts to minimize interference with Lessee's business operations during any such entry. Lessor shall have the right to exhibit the Premises to prospective lessees during the last six (6) months of the term or if Lessee is in default of this Lease Agreement.

17. **PERSONAL PROPERTY.** All personal property placed or moved in the Premises by Lessee shall remain the personal property of Lessee and shall not become the property of Lessor except for anything that is physically attached to the walls or structure of the building. Anything that the Lessee installs and is fixed to the walls or structure of the building will be deemed a fixture of the building and become the property of the Lessor unless otherwise agreed. This includes wall or base cabinets, sinks, hood systems, ventilation systems, water heaters, fixed shelving, etc. Upon termination of this Lease or occupancy, these items will remain in the Premises and become the property of the Lessor. Lessee shall be responsible for maintaining and repairing all of Lessee's personal property located on the Premises.

18. **COMPLIANCE WITH REGULATIONS.** Lessee shall comply with all governmental statutes, ordinances, rules, orders and regulations applicable to the occupancy and use of the Premises; provided, however, the parties hereto agree that this provision shall not require Lessor to make any physical modifications to the Premises, which shall be Lessee's responsibility, or to incur any expense except with regard to compliance for those matters directly related to Lessee's use of the Premises. Lessee shall also promptly comply with all reasonable recommendations or requirements of Lessor's insurance carrier relating to prevention of fires. Lessee further agrees to conform to all applicable sign ordinances and not to place any sign on the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall ensure that the roof, foundation, exterior walls, and all mechanical, utility and safety systems on or serving the Premises, and all common areas which are adjacent to or surround the Premises, shall comply with all applicable governmental statutes, ordinances, rules, orders and regulations.

19. **EXPIRATION OF LEASE.** Any holding over after expiration of the term without the execution of a new lease shall create a tenancy from month-to-month at a rent equal to one hundred twenty-five percent (125%) of the



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Base Rent payable during the last month of the term, and such tenancy shall be subject to all other terms and conditions set forth in this Lease insofar as same are applicable to a month-to-month tenancy. Either party may terminate such holdover tenancy upon thirty (30) days' prior written notice.

20. **UTILITIES AND MAINTENANCE.** Lessee shall arrange and pay for all utilities necessary for the Premises provided that all utilities shall be separately metered for the Premises, and Lessor shall bear all costs of installing and connecting any meters.

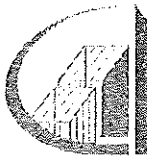
Lessee shall be responsible for maintaining in good repair all mechanical, utility, and safety systems in, on or serving the Premises, including, without limitation, the HVAC system, overhead lighting, plumbing and sewage systems (from the point they enter the Improvements on the Premises), wiring and electrical systems and outlets, and smoke detectors, and sprinkler systems. Lessee will be responsible for general maintenance items including but not limited to, replacement of light bulbs, minor toilet and sink repair (failure to repair leaking toilets or sinks may result in back charges for water usage), sewer back-ups resulting from employee or customer-based issues, regular HVAC filter replacement, battery replacement and light bulbs for exit lights, and annual inspections and/or maintenance of fire extinguishers and inspections of backflow preventers. Window cleaning will be the responsibility of the Lessee. Lessee is required to maintain and pay for a semi-annual service agreement with an approved licensed HVAC contractor for the mechanical HVAC system within the Premises for the term of the Lease. Lessor shall be responsible for maintaining in good condition and repair the roof, foundation and exterior walls of the Premises, and all common areas adjacent to the Premises or to be used by Lessee in connection with Lessee's occupancy of the Premises, including landscaping, exterior lighting and parking areas. Lessor warrants and represents that the electric, plumbing and mechanical systems servicing the Premises are in good and proper working condition on the Commencement Date.

21. **HAZARDOUS WASTES.** Neither Lessee nor Lessor shall create, store, or otherwise allow to remain on the Premises any item of hazardous waste, as defined pursuant to state or federal law. Lessor agrees to indemnify and hold Lessee harmless from and against any and all suits, actions, claims, liabilities, losses, judgments, penalties, damages, costs and expenses (including, without limitation, all reasonable attorneys' fees and expenses) incurred by Lessee which are caused by, arising out of or relating to any environmental condition or hazardous materials present on or about the Premises prior to the Commencement Date, or which are dumped, disposed of or otherwise become located on or about the Premises during or after the term (including any renewal term) of this Lease due to the actions of any person or entity other than Lessee.

22. **ENTIRE AGREEMENT.** The covenants and agreements herein are binding on the parties hereto, their successors, permitted assigns, and legal representatives. This Lease embodies all of the understandings and agreements of the parties, and the terms hereof shall not be changed or varied except by written instrument signed by all parties.

23. **MEMORANDUM OF LEASE.** Upon request of Lessee, Lessor agrees to execute and return to Lessee a written memorandum of this Lease prepared by Lessee, and Lessor agrees that Lessee shall be entitled to submit such memorandum of lease for filing with the Wake County Register of Deeds office or such other government office as Lessee may deem necessary or appropriate.

24. **WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party hereto from all liability for damage due to any act or neglect of the other party (except as



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hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties hereto, and the parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this Section.

25. **NO TERMINATION BY SALE.** No transfer or assignment of Lessor's interest in the Premises or this Lease shall terminate this Lease, or modify or amend the terms hereof, unless Lessee shall agree thereto in writing. The term "Lessor" as used in this Lease means only the owner of the fee title to the Premises. The current Lessor, upon any transfer or conveyance of its interest in the Premises, shall be entirely freed and relieved of all covenants and obligations of the Lessor hereunder, provided that the transferee of Lessor's interest in the Premises has assumed and agreed in writing to carry out any and all covenants and obligations of Lessor hereunder.

26. **NO PERSONAL LIABILITY.** The liability of Lessor and any partners, agents, employees, stockholders, officers, or directors of Lessor shall be limited to Lessor's interest in the Premises; provided, however, that this limitation shall not apply to claims arising from Lessor's gross negligence or willful misconduct. No other assets of Lessor or any such other party shall be liable for, or subject to, any liabilities pertaining to this Lease.

27. **ADDITIONAL CONSIDERATIONS:**

(a) **REPRESENTATIONS.** Lessor represents and warrants that it is duly organized, validly existing, and in good standing in its state of organization; and is authorized to transact business in North Carolina. Lessor further certifies that: (a) Lessor and its subconsultants will comply with all applicable laws; (b) Lessor is not on any list maintained by the North Carolina State Treasurer prohibiting public contracting; and (c) Lessor will not discriminate in employment; and Lessor further warrants that Lessor has no conflicts of interest in the entering of this Lease and has not made improper gifts to Town officials. Lessor's representative executing this Lease represents and warrants that such signatory has full authority to execute this Lease in Lessor's name, Lessor is the fee title owner of the Premises, and that Lessor is authorized to perform Lessor's obligations under this Lease.

(b) **LESSOR DEFAULT.** Lessor shall be in default of this Lease if Lessor fails to perform any of its obligations hereunder and such failure continues for thirty (30) days after Lessee gives Lessor written notice of such failure (or such longer period as may be reasonably necessary to cure such failure, provided Lessor commences the cure within such thirty (30) day period and diligently pursues the cure to completion). Upon any such uncured default by Lessor, Lessee may, at Lessee's option: (a) cure such default on behalf of Lessor and deduct the reasonable cost thereof from the next installment(s) of rent due hereunder; (b) terminate this Lease upon written notice to Lessor; or (c) pursue any other remedies available at law or in equity. Notwithstanding the foregoing, in the event of an emergency that threatens the health or safety of Lessee's employees or the public, Lessee may take immediate corrective action and seek reimbursement from Lessor.

(c) **FORCE MAJEURE.** No party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Lease for any failure or delay in fulfilling or performing any term of this Lease when and to the extent such failure or delay is caused by or results from one or more of the following: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after



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the date of this Lease; (f) action by any governmental authority; or (g) national or regional emergency (each a "Force Majeure Event"). The party suffering a Force Majeure Event shall give notice promptly to the other party and shall use diligent efforts to end the failure or delay and ensure its effects are minimized. Financial inability to perform shall not constitute a Force Majeure Event.

(d) NO PLEDGE OF TAXING POWER; PREAUDIT. Lessor acknowledges that all terms and conditions of this Lease are dependent upon appropriation of funds. This Lease shall automatically terminate if funds cease to be available. Pursuant to the Local Government Budget and Fiscal Control Act, this Lease shall not be effective until the Finance Officer has preaudited this obligation by executing the certificate included on the signature page of this Lease. No payment shall be due until the preaudit certificate has been executed.

(e) EFFECTIVE DATE. The effective date of this Lease shall be the later of the dates of execution of this Lease as conclusively determined from the dates written beneath the parties' respective signatures.

(f) CHOICE OF LAW & VENUE. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation arising out of this Lease shall be brought in the courts of Wake County, North Carolina.

(g) EXHIBITS. All exhibits attached hereto are incorporated into this Lease.

(h) HEADINGS. The headings in this Lease are for reference only and shall not affect the interpretation of this Lease.

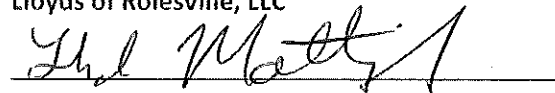
(i) EXECUTION. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease, or executed counterpart signature pages of this Lease, delivered by fax, email in portable document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

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IN WITNESS WHEREOF, all parties have caused this instrument to be executed pursuant to authority duly given, as of the Effective Date.

LESSOR:

Lloyds of Rolesville, LLC



Date: 7/7/26

Lloyd Mattingly

NORTH CAROLINA
ONslow COUNTY

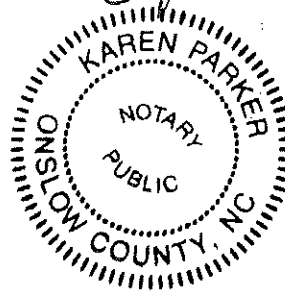
I,  the undersigned Notary Public, hereby certify that **Lloyd Mattingly** personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 7 day of July, 2026.

My Commission Expires:

March 31, 2030


Notary Public



Lessee's signature page follows.

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LESSEE: **Town of Rolesville**

Eric Marsh, Town Manager

Date: _____

NORTH CAROLINA
WAKE COUNTY

I, _____ the undersigned Notary Public, hereby certify
that **Eric Marsh** personally came before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal this ____ day of _____.

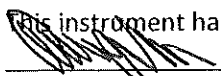
My Commission Expires:

Notary Public

Attest:

Christina Frazier, Town Clerk

[Town Seal Above]

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

Amy Stevens, Finance Director

PD# 6265, 6266, 6267, 6268

of Wake Forest • Rolesville • Youngsville

EXHIBIT B

Rent Schedule

The rental amounts due shall be as follows for 216-220 Southtown Circle, Rolesville, NC

Square Footage	Base Rental Rate ("Base Rent")	*TICAM Expense	**Total Monthly Payment
Lease Year One-Three: 2,400	\$17.75/SF/YR	\$4.25/SF/YR	\$4300.00/month
Lease Year Four-Five: 2,400	\$18.28/SF/YR	\$TBD	\$TBD

*TICAM Expense is fixed at \$4.25/SF for Lease Years 1-3 and may change for Lease Years 4-5 based on actual costs of expenses.

** Total Monthly Rental payment may change based on calculated TICAM expense.

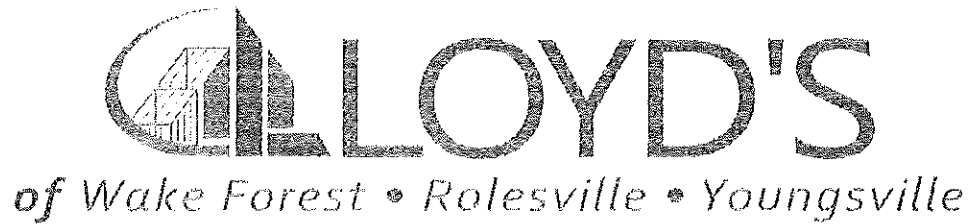


EXHIBIT C

Tenant Improvements

Notwithstanding any conflicting provision of Section 4 to the Lease to the contrary, Lessor shall provide Lessee with a Tenant Improvement Allowance ("TIA") in the amount of Twenty Thousand Dollars (\$20,000.00). Lessee shall be responsible for all upfitting work and improvements to the Premises, including without limitation any cabinets, shelving, and counter tops. Lessee shall use the TIA toward the cost of such improvements and shall be responsible for any costs in excess of the TIA. All improvements shall be performed by licensed contractors in a good and workmanlike manner and in compliance with all applicable building codes and regulations. Lessor shall disburse the TIA to Lessee within thirty (30) days following Lessee's submission of paid invoices or lien waivers from contractors.



EXHIBIT D

Option

Provided Lessee is not in default of any of the terms and conditions of this Lease, Lessee may renew this Lease for one (1) additional period of five (5) years as set forth in Section 2, provided that Lessee notifies Lessor at least **ninety (90) days** prior to the expiration of the initial term of this Lease of Lessee's intent to renew.

The Base Rent for the renewal term shall be at the then-prevailing market rate for comparable office space in the Rolesville/Wake Forest area, as mutually agreed upon by Lessee and Lessor; provided, however, that in no event shall the renewal Base Rent be less than the Base Rent payable during the final year of the initial term or more than one hundred ten percent (110%) of such final year Base Rent. If the parties cannot agree on the renewal rent within sixty (60) days after Lessee's renewal notice, either party may elect to have the renewal rent determined by an independent MAI appraiser mutually selected by the parties, whose determination shall be binding.



EXHIBIT E

Sign Criteria

Lessee's exterior signage shall be installed in the area above the Premises. The sign shall comply with the sign ordinance of the Town of Rolesville with drawings of sign submitted to Lessor for prior approval, which shall not be unreasonably withheld or delayed. Sign must be professionally done, in good taste and contain the name of the business only and in accordance with guidelines specified by the Lessor as applied uniformly to all lessees of 216-220 Southtown Circle, Rolesville, NC.



Memo

To: Mayor Currin and Town Board of Commissioners
From: Stephen Wensman, Planning Director
Date: Meeting Held July 21, 2026
Re: ANX-26-0001 – 825 Averette Road

Background

The Town of Rolesville has received a contiguous voluntary annexation petition for a 9.68-acre parcel located at 825 Averette Road with Wake County PIN 1860005632, to be annexed into Rolesville Town Limits.

The annexation petition was investigated by the Town Clerk as to its sufficiency of meeting G.S. 160A-31 – see Attachment 2.

The next step in the Annexation Process is for the Board of Commissioners to call for a legislative hearing to be held on August 18, 2026.

Staff Recommendation

Staff recommends the Board call for a Legislative Hearing to be held for this annexation petition ANX 26-0001 received under G.S. 160A-31.

Suggested Motion

Motion to call for a Legislative Hearing to be held August 18, 2026 for the annexation petition ANX 26-0001 received under G.S. 160A-31.

Attachments

1. ANX 26-0001 - Annexation Attachments
2. ANX 26-0001 – Signed Resolution 2026-R-10



Office Use Only

ANX-

Date received:

Application to Petition for Voluntary Annexation into Rolesville Town Limits

Planning Department • 502 Southtown Circle | Rolesville, NC 27571 | planning@rolesville.nc.gov | 919-554-6517

Section A Submittal

Applications to petition for voluntary annexation are accepted by the Planning Department according to our [submittal process](#). Please submit your complete application by the next deadline date (typically the 1st of the month unless it is a weekend day). [Fees](#) are invoiced and review will start after receipt of a complete application.

The items below are **required** to complete your application. ***Your application will not be processed until all documents are received.**

1. Please complete a **separate application for each Parcel** Identification Number/Real Estate Identification Number/Property Owner.
2. A copy of the last **deed of record stamped with the Register of Deeds Book of Maps and Page number**.
3. A clear and legible **annexation boundary plat or map prepared by a professional land surveyor** showing the boundaries of the area or property requested for annexation into the Town of Rolesville.
4. A **written legal description of the metes and bounds** based on the annexation boundary map or plat.
5. A complete **Property Owner Consent Form**.

Section B Legal Disclosure

Voluntary Annexation- A voluntary process initiated by landowners to join the towns limits and acquire city services.

§ 160A-31. Annexation by petition.

The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner. The town shall advertise in the local newspaper at least 10 (ten) but no more than (25) twenty-five days prior to the public hearing.

Vested Rights – Site-specific vesting plans are commonly tied to existing development approvals such as special use permits, and subdivision plats. Vesting rights must include a sufficient level of detail, as outlined in the statutes, and must be identified and approved through a legislative hearing.

NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. §160D-108 and G.S. §160D-108.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?

☐ Yes ☒ No

If yes, please submit proof that vested rights have been granted by the governing board. I hereby declare that my failure to disclose the existence of a vested right terminates any vested right previously acquired for this property.

Section C Project and Property Information

- ❖ If no project name is given, the primary address will be used.
- ❖ Additional parcel information may be attached if multiple properties are owned by one person (attachment A).

Development Project Name: Hope Baptist Church

Street Address(es) of property requesting to be annexed:

1. 825 Averette Road

2.

3.

4.

5.

PIN 1860005632	REID 0150968	Deed BM# 016568	Deed PG# 01017	Acreage to be annexed 9.68
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
Total Acreage of Requested Annexation Site 9.68		Linear Feet of New Public Streets within Annexation Boundaries: 0		

Section D Property Owner Information

Applicant/Owner or Project Contact Information

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

- * NOTE: If the property is owned by Individuals, all legal owners must sign the application for each parcel including both spouses. If the property is owned by multiple owners, please attach a separate Applicant/Owner Contact Information sheet (attachment B).
- * NOTE: If the property is owned by a Company or Corporation, the Company or Corporation must be legally registered with the State of North Carolina- Office of the Secretary of State.
- * Please attach a separate notarization of signature sheet for a Company or Corporation.

Applicant/Owner Contact Information

Property Owner(s) Printed Name(s):

1. Hope Baptist Church 2. Mike Kennon, Deacon - Construction Coordinator

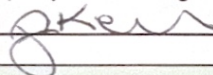
Applicant/Property Owner mailing address:

1. 1632 Oak Grove Church Rd, Wake Forest, NC 27587 2. _____

Phone Number(s) and email address(es):

1. 919-625-1581; mkennon@pobox.com 2. _____

Property Owner Signature(s)

1.  2. _____

Project Contact Information (if different than the property owner)

Name of Corporation:

Name of Registered Agent:

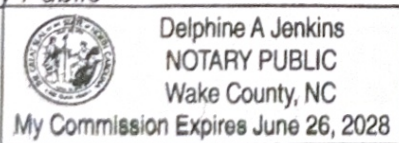
Corporation Address:

Corporation Phone Number and email address:

I, Delphine A. Jenkins, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument.

Witness my hand and official seal, this 6 day of April, 2026

Notary Public



Notary Seal

My commission expires: 06/26/2028

Section E Annexation Petition	
State of North Carolina, County of Wake, Petition of Annexation of Property to the Town of Rolesville, North Carolina	
Part 1 The undersigned, being all the owners of the real property described in this application (Section D) respectfully request the annexation of said property to the Town of Rolesville, North Carolina. The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Subdivision Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:	
☒	Contiguous to the present corporate limits of the Town of Rolesville, NC, or
☐	Non Contiguous to the municipal limits of the Town of Rolesville, NC and is located within three miles of the municipal limits of the Town of Rolesville, NC (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967). Distance in miles to closest parcel located in town limits: Click or tap here to enter text..
Section F Submittal (Application Packet) Checklist	
☒	Annexation Petition Each parcel/property requires a separate annexation petition (application packet).
☒	Property Owner Consent Form Please complete a separate form for each Annexation Petition (application). All real property owners must sign and date the application. Please confirm the Correct Parcel Identification Number(s) (PIN). Call Wake County Geographic Information Services at 919-856-6360, if there are any questions about the parcel identifier. This is very important; Please indicate if the property being requested for annexation is only a portion of an existing parcel. Property Owned by a Corporation must include a Corporate Seal (refer to Section D).
☒	DEED- A copy of the last deed of record stamped with the Register of Deeds Book of Maps and Page number for proof of ownership.
☒	Annexation Boundary Survey or Plat showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible. The survey or plat, if not already recorded, must be signed by a land surveyor licensed in the State of NC. The survey must be valid for the purposes of recording as set forth in NC General Statute § 47-30.
☒	Metes and Bounds- A legal description of the written metes and bounds description based on the annexation boundary plat/map.

Additional Property (PIN and REID) information (attachment A)

Street Address(es) of property requesting to be annexed:

1.

2.

3.

4.

5.

PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed

Additional Applicant/ Owner Contact Information (Attachment B)

*Please use this attachment only if the Deed has multiple names listed and all parties own one single parcel/property. Please submit a separate application/petition for each parcel/property requesting annexation.

Property Owner(s) Name(s):

- 1.
- 2.
- 3.
- 4.
- 5.

Applicant/Property Owner mailing address:

- 1.
- 2.
- 3.
- 4.
- 5.

Phone Number(s) and email(s):

- 1.
- 2.
- 3.
- 4.
- 5.

Property Owner's Consent & Authorization Form

Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with every Application submittal.

For Property with more than one owner, each owner must sign a separate copy of this form.

For Applications with more than one Applicant/representative, enter all names in this form, or submit separate forms.

In the event that the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (ie Secretary of State business registration) must be attached to this form.

	Authorization by Property Owner(s)	
--	------------------------------------	--

I, Mike Kennon, Deacon of Hope Baptist/Construction Coordinator,

(property owner's printed legal name; include signatory name and title if signing for a company)

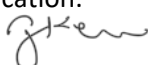
swear and affirm that I am the owner of property at 825 Averette Rd,

(property address, legal description; provide separate sheet if required)

as shown in the records of Wake County, North Carolina, which is the subject of this Application

(Type and Case # Annexation Petition).

I further affirm that I am fully aware of the Town's Application, fee(s), and procedural requirements, and consent to this Application. I authorize the below listed person(s) to submit this Application and serve as representative/point of contact for this Application.

Property Owner's Signature:  Date: 4/2/26

Applicant/Agent/Contact persons:	
Print:	Signature:
Jon Frazier / FLM Engineering	

I, L. JORDAN PARKER, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS _____ DAY OF _____ A.D. 2026.

PRELIMINARY
FOR REVIEW PURPOSES ONLY

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4685

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PRELIMINARY
FOR REVIEW PURPOSES ONLY

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4685

CERTIFICATE OF OWNERSHIP & DEDICATION.

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF WAKE FOREST, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF WAKE FOREST OR OTHER PUBLIC AGENCY AS NOTED ON THIS PLAT.

DATE _____ OWNER(S) _____
ANNEXATION MAP: AN- _____, SOUTH FOREST, LLC
16.376± ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE # _____
ADOPTED: N.C. NAD 83 (2011)
EFFECTIVE DATE OF ANNEXATION: _____

I, _____, TOWN CLERK, TOWN OF WAKE FOREST, NORTH CAROLINA CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20____, BY THE WAKE FOREST BOARD OF COMMISSIONERS. I SET MY HAND AND SEAL OF THE TOWN OF WAKE FOREST,

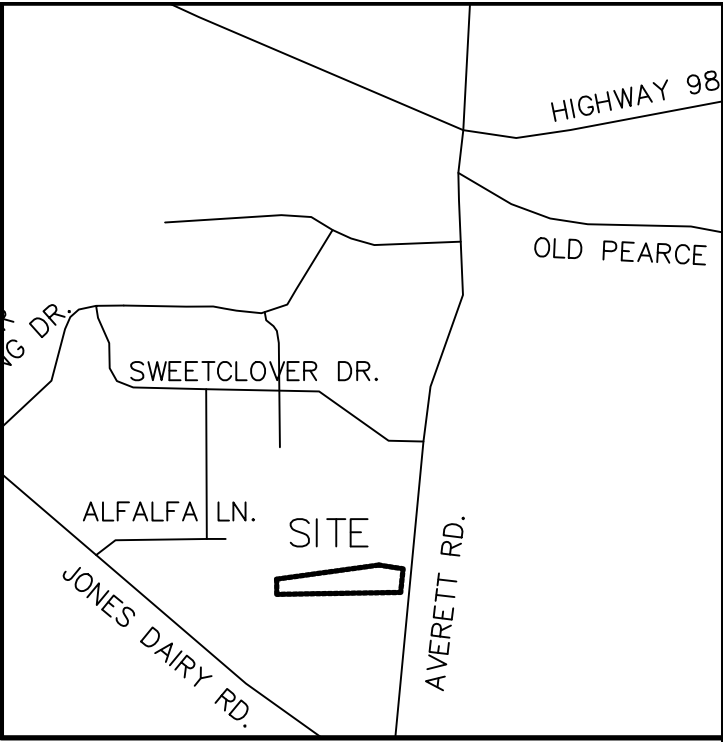
_____, 20_____

LINE TYPE LEGEND

---	PROPERTY LINE - LINE SURVEYED
---	RIGHT-OF-WAY
---	ADJOINING LINE - LINE NOT SURVEYED
---	OVERHEAD LINE
---	BUILDING SETBACK
---	EASEMENT
---	BUFFER
---	FLOOD HAZARD SOILS

LEGEND:

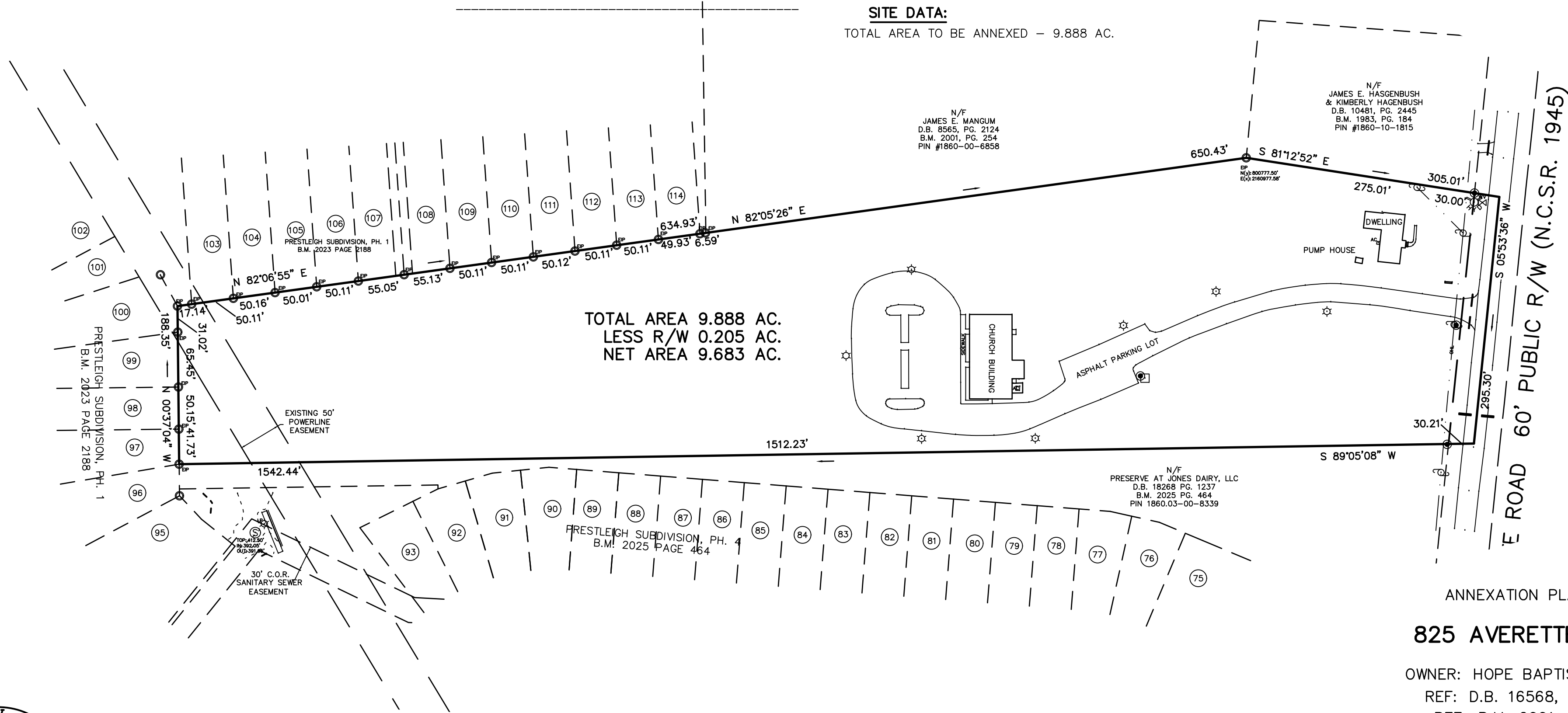
EIP - EXISTING IRON PIPE
EIB - EXISTING IRON BAR
BEIP - BENT IRON PIPE
BEIB - BENT IRON BAR
CM - CONCRETE MONUMENT
EPK - EXISTING PK NAIL
NIP - NEW IRON PIPE SET
R/W - RIGHT OF WAY
CATV - CABLE TV BOX
EB - ELECTRIC BOX
TEL - TELEPHONE PEDESTAL
PP - POWER POLE
OHL - OVERHEAD LINE
LP - LIGHT POLE
WM - WATER METER
WV - WATER VALVE
CO - SEWER CLEAN-OUT
CC - CONCRETE
CB - CATCH BASIN
MH - MANHOLE
FH - FIRE HYDRANT



VICINITY MAP

SITE DATA:

TOTAL AREA TO BE ANNEXED - 9.888 AC.



ANNEXATION PLAT FOR

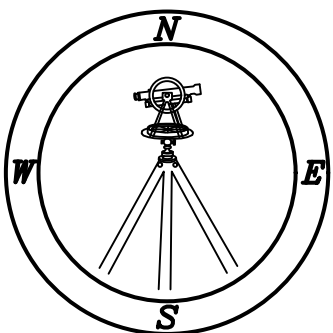
825 AVERETTE ROAD

OWNER: HOPE BAPTIST CHURCH
REF: D.B. 16568, PG. 1017
REF: B.M. 2001, PG. 591
WAKE FOREST TOWNSHIP
WAKE COUNTY, NORTH CAROLINA



SCALE 1"=100'

APRIL 23, 2026
PIN # 1860-00-5632



CMP

PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

CAWTHORNE, MOSS & PANCIERA, PC
MICHAEL A. MOSS, PLS
333 S. WHITE STREET
WAKE FOREST, NC 27587
(919) 556-3148
MIKE@CMPPLS.COM

**Annexation
Legal Description for
825 Averette Road**

BEGINNING at a point in the centerline of Averette Rd., said point being the North Eastern Corner of said parcel, said point having NC Grid NAD 83 (2011) coordinates N(y): 800,730.92' E(x): 2,161,279.00'; Thence S 05°53'36"W a distance of 295.30' to a point; Thence S 89°05'08"W a distance of 1,542.44' to an Existing Iron Pipe; Thence N 00°37'04"W a distance of 188.35' to an Existing Iron Pipe; Thence N 82°06'55"E a distance of 634.93' to an Existing Iron Pipe; Thence N 82°05'26"E a distance of 650.43' to an Existing Iron Pipe; Thence S 81°12'52"E a distance of 305.01' to a point; which is the point of beginning, containing an area of 430,725 square feet, 9.888 acre

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 Shackleford, Attorneys, P.L.L.C.

PREPARED BY and RETURN TO: Warren Shackleford, Attorneys, P.L.L.C.,
P.O. Box 1187, Wake Forest, NC 27588

TAX IDENTIFICATION #: 0150968 REVENUE STAMPS \$ 884.00

NORTH CAROLINA GENERAL WARRANTY DEED

This deed made this 12th day of October, 2016 by and between:

GRANTOR: **DATATEK PROPERTIES, LLC**

GRANTEE: **HOPE BAPTIST CHURCH**
1632 Oak Grove Church Rd., Wake Forest, NC 27587

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 that 9.89 acre tract as shown on plat entitled "Oakview Christian Church" a copy of which is recorded in Book of Maps 2001, Page 591, Wake County Registry.

The above property was acquired by Grantor by instrument recorded in Book 15530, Page 1298.

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

submitted electronically by "Warren Shackleford, Attorneys, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

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.

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

1. Subject to 50' Right of Way to CP&L as shown on map.
2. Subject to the right of way of Averette Road.
3. Subject to Easement to Progress Energy Carolinas recorded in Book 10444 and Page 643, aforesaid county registry.
4. Subject to Alternative Sewage Disposal System Maintenance Schedule recorded in Book 1109, Page 755, Wake County Registry.

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.

DATATEK PROPERTIES, LLC

By: [Signature]

MANAGING MEMBER (Title)

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF Durham

I, Ivette C. Gutierrez Romero, a Notary Public for the County of Durham, State of North Carolina, certify that Daniel Edward Horn personally appeared before me this day and acknowledged that he/she is Managing member of Datatek Properties, LLC, a **North Carolina limited liability company** and that by authority duly given, the foregoing instrument was signed by him/her in the Company name as the act of the Company..

Witness my hand and official stamp or seal, this the 14 day of October, 2016.

My Commission Expires Jan 23, 2019

[Signature]
Notary Public

IVETTE C GUTIERREZ ROMERO
Notary Public
Durham Co., North Carolina
My Commission Expires Jan. 23, 2019



**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 106A-31
RESOLUTION 2026-R-09**

**Case: ANX-26-0001
Voluntary Annexation Petition for 9.68 acres,
Being the following Wake County PIN:**

1860005632

WHEREAS, a petition requesting annexation of an area described in said petition and more particularly described as follows was received on April 29, 2026, by the Town of Rolesville Board of Commissioners; *for 9.69 acres described in DB 16568 PG 1017 being located at 825 Averette Road.*

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

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

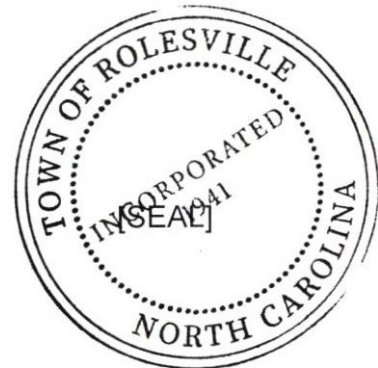
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Rolesville that:

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

Ronnie I. Currin, Mayor

ATTEST:

Christina Frazier Town Clerk



Town of Rolesville

PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov/ 919.556.3506



Memo

To: Mayor Currin and Town Board of Commissioners
From: Stephen Wensman, Planning Director
Date: Meeting Held July 21, 2026
Re: ANX-26-0002 – 4801 Burlington Mills Road, WakeMed Lot 2

Background

The Town of Rolesville has received a contiguous voluntary annexation petition for a 30.99-acre parcel located at 4801 Burlington Mills Road with Wake County PIN 1758498280, to be annexed into Rolesville Town Limits. The subject property is the same as Rezoning Map Amendment request REZ-25-06 WakeMed.

The annexation petition was investigated by the Town Clerk as to its sufficiency of meeting G.S. 160A-31 – see Attachment 2.

The next step in the Annexation Process is for the Board of Commissioners to call for a legislative hearing to be held on August 18, 2026.

Staff Recommendation

Staff recommends the Board call for a Legislative Hearing to be held for this annexation petition ANX 26-0002 received under G.S. 160A-31.

Suggested Motion

Motion to call for a Legislative Hearing to be held August 18, 2026 for the annexation petition ANX 26-0002 received under G.S. 160A-31.

Attachments

1. ANX 26-0002 - Annexation Attachments
2. ANX 26-0002 – Signed Resolution 2026-R-11

Consent is required from the property owner(s) or legal representative. Unless otherwise specified, consent is valid for one year from the date of application.

Please provide a separate form for each parcel number. For properties with multiple owners, an individual form must be completed for each owner. (A husband and wife may both sign and submit one form.)

Project/ Subdivision Name: Wake Med Rezoning Concept Plan
Site Address: Portion of 5036 Walls Cove Lane
Parcel ID: Portion of 1758494277 **Deed Reference:** _____

Financially Responsible Party *This field is required.

Name: _____ Signature: _____
(type or print clearly)
Company Name: _____ Title: _____
Mailing Address: _____ City/State/Zip: _____
Phone: _____ Email: _____

☐ Applicant ☒ Owner ☐ P.O.A. ☐ Agent ☐ Legal Representative
Check all that apply.

1). Name: Jennifer W. Gregory Signature: Jennifer W. Gregory
(type or print clearly)
Mailing Address: 5028 Walls Cove Lane City/State/Zip: Rolesville, NC 27571
Phone: 9193027074 Email: skiman.gregory@gmail.com

2). Name: Sidney E. Gregory Signature: Sidney Gregory
(type or print clearly) (spouse if applicable)
Mailing Address: 5028 walls Cove Lane City/State/Zip: _____
Phone: 9193027074 Email: skiman.gregory@gmail.com

By signing the above, I swear and affirm that I am the owner(s) or authorized representative as shown in the records of Wake County, North Carolina, which is the subject of this application. I further affirm that I am fully aware of the Town's application, fees, and procedural requirements, and I consent to this Application. I authorize the person(s) listed below to submit this Application and serve as the representative and point of contact for this Application.

Consent is required from the property owner(s) or legal representative. Unless otherwise specified, consent is valid for one year from the date of application.

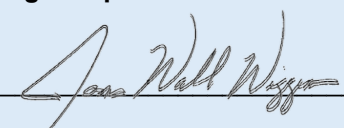
Please provide a separate form for each parcel number. For properties with multiple owners, an individual form must be completed for each owner. (A husband and wife may both sign and submit one form.)

Project/ Subdivision Name: Wake Med Rezoning Concept Plan
Site Address: Portion of 5036 Walls Cove Lane
Parcel ID: Portion of 1758494277 **Deed Reference:** _____

Financially Responsible Party *This field is required.

Name: _____ Signature: _____
(type or print clearly)
Company Name: _____ Title: _____
Mailing Address: _____ City/State/Zip: _____
Phone: _____ Email: _____

☐ Applicant ☒ Owner ☐ P.O.A. ☐ Agent ☐ Legal Representative
Check all that apply.

1). Name: Jennifer W. Gregory Signature: 
(type or print clearly)
Mailing Address: 5028 Walls Cove Lane City/State/Zip: Rolesville, NC 27571
Phone: 9193027074 Email: skiman.gregory@gmail.com

2). Name: Sidney E. Gregory Signature: _____
(type or print clearly) (spouse if applicable)
Mailing Address: 5028 walls Cove Lane City/State/Zip: _____
Phone: _____ Email: tcavender@wakemed.org

By signing the above, I swear and affirm that I am the owner(s) or authorized representative as shown in the records of Wake County, North Carolina, which is the subject of this application. I further affirm that I am fully aware of the Town's application, fees, and procedural requirements, and I consent to this Application. I authorize the person(s) listed below to submit this Application and serve as the representative and point of contact for this Application.



Town of Rolesville Planning Department
Property Owner Consent & Authorization Form
planning@rolesvillenc.gov

Consent is required from the property owner(s) or legal representative. Unless otherwise specified, consent is valid for one year from the date of application.

Please provide a separate form for each parcel number. For properties with multiple owners, an individual form must be completed for each owner. (A husband and wife may both sign and submit one form.)

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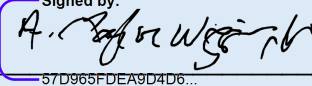
Name: _____ Signature: _____
 (type or print clearly)

Company Name: _____ Title: _____

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

☐ **Applicant** ☒ **Owner** ☐ **P.O.A.** ☐ **Agent** ☐ **Legal Representative**
Check all that apply.

1). Name: A. Taylor Wiggins, Jr. Signature: 
 (type or print clearly) 57D965FDEA9D4D6...

Mailing Address: 400 Brown Cir. City/State/Zip: Rolesville, NC 27571

Phone: _____ Email: _____

2). Name: _____ Signature: _____
 (type or print clearly) **(spouse if applicable)**

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

By signing the above, I swear and affirm that I am the owner(s) or authorized representative as shown in the records of Wake County, North Carolina, which is the subject of this application. I further affirm that I am fully aware of the Town's application, fees, and procedural requirements, and I consent to this Application. I authorize the person(s) listed below to submit this Application and serve as the representative and point of contact for this Application.



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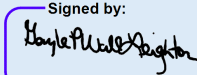
Name: _____ Signature: _____
 (type or print clearly)

Company Name: _____ Title: _____

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

☐ **Applicant** ☒ **Owner** ☐ **P.O.A.** ☐ **Agent** ☐ **Legal Representative**
Check all that apply.

1). Name: Gayle P. Wall Leighton Signature: 
 (type or print clearly) 29F8B54C47F446F...

Mailing Address: 3512 Piedmont Drive City/State/Zip: Raleigh, NC 27604

Phone: _____ Email: _____

2). Name: _____ Signature: _____
 (type or print clearly) **(spouse if applicable)**

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

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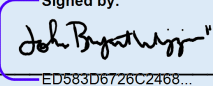
Name: _____ Signature: _____
 (type or print clearly)

Company Name: _____ Title: _____

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

☐ Applicant ☒ Owner ☐ P.O.A. ☐ Agent ☐ Legal Representative
Check all that apply.

1). Name: J. Bryant Wiggins II Signature: 
 (type or print clearly) ED583D6726C2468...

Mailing Address: PO Box 371 City/State/Zip: Rolesville, NC 27571

Phone: _____ Email: _____

2). Name: _____ Signature: _____
 (type or print clearly) (spouse if applicable)

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

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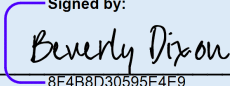
Name: _____ Signature: _____
(type or print clearly)

Company Name: _____ Title: _____

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

☐ **Applicant** ☒ **Owner** ☐ **P.O.A.** ☐ **Agent** ☐ **Legal Representative**
Check all that apply.

1). Name: Beverly Dixon Signature: 
(type or print clearly) 8F4B8D30595E4E9...

Mailing Address: PO Box 70 City/State/Zip: Rolesville, NC 27571-0070

Phone: _____ Email: _____

2). Name: _____ Signature: _____
(type or print clearly) (spouse if applicable)

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

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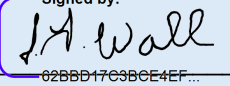
Name: _____ Signature: _____
 (type or print clearly)

Company Name: _____ Title: _____

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

☐ **Applicant** ☒ **Owner** ☐ **P.O.A.** ☐ **Agent** ☐ **Legal Representative**
Check all that apply.

1). Name: James Timothy Wall Signature: 
 (type or print clearly) 02BBD17C9BCE4EF...

Mailing Address: 1234 Legacy Green Ave. City/State/Zip: Wake Forest, NC 27587

Phone: _____ Email: _____

2). Name: _____ Signature: _____
 (type or print clearly) **(spouse if applicable)**

Mailing Address: _____ City/State/Zip: _____

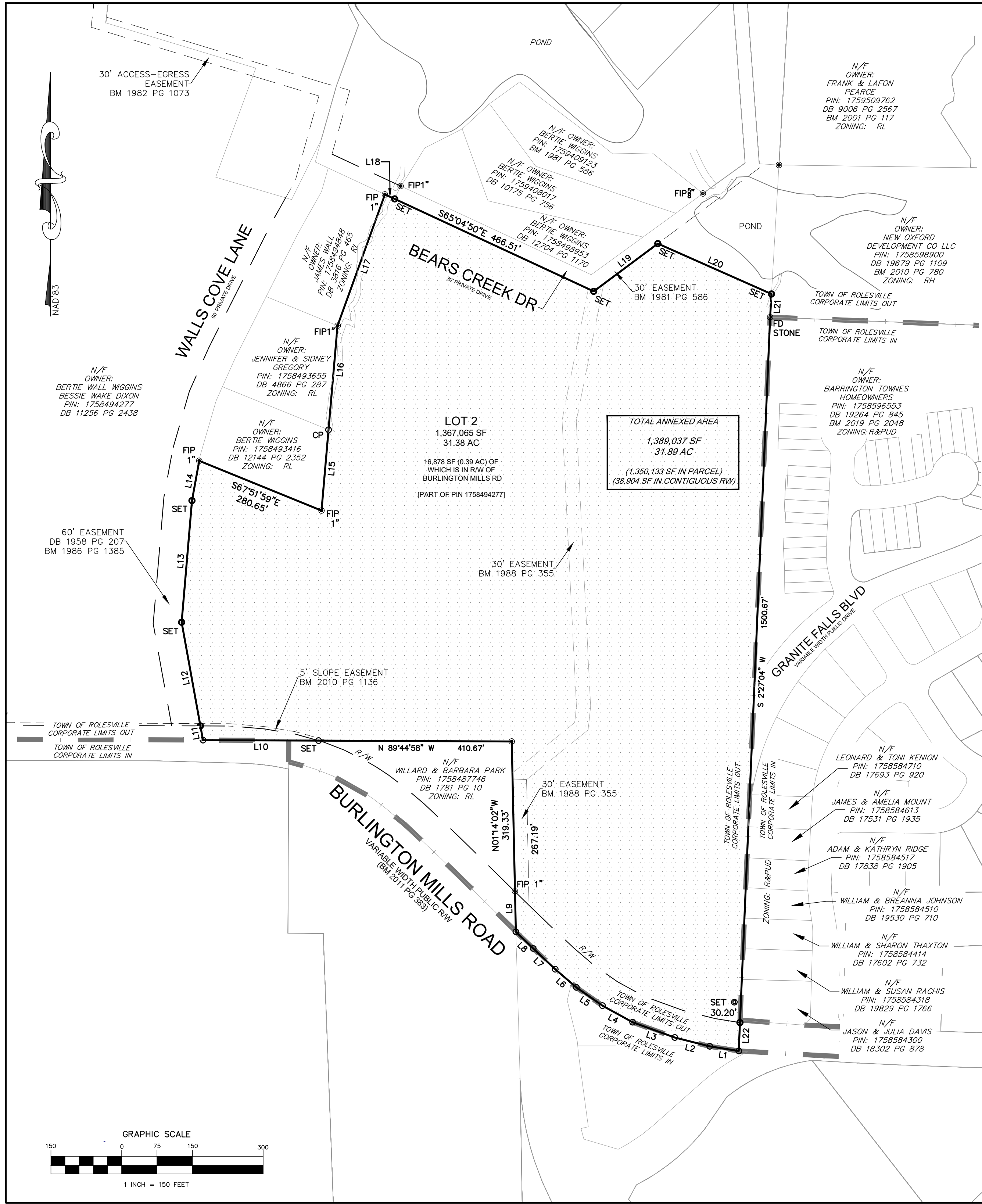
Phone: _____ Email: _____

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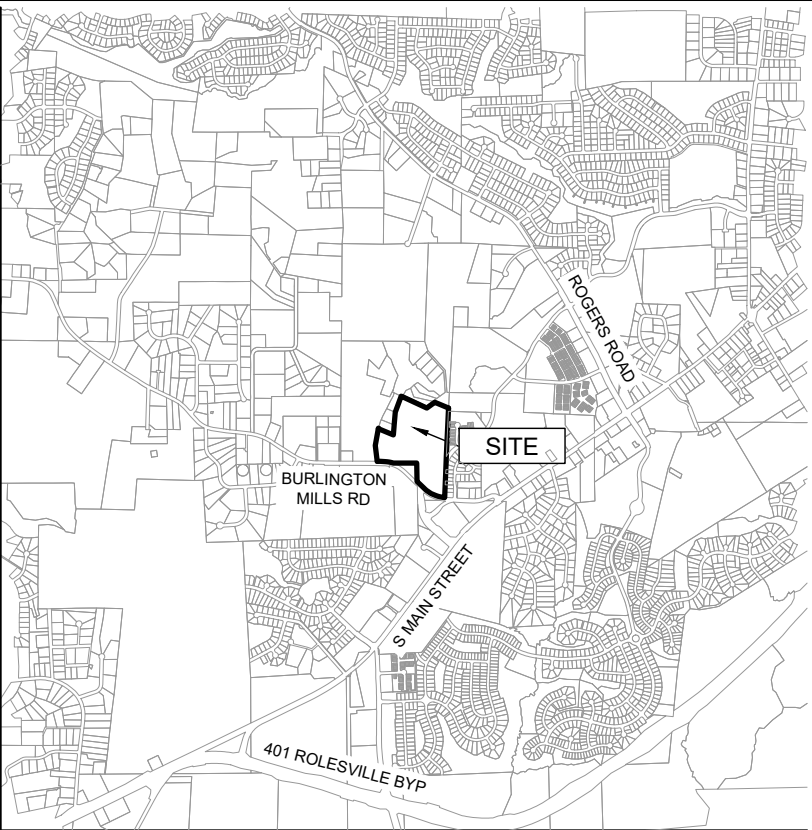
Statement of Justification

Petition for Voluntary Annexation of Portion of 0 Walls Cove Lane (PIN: 1758494277)

The property owners petition for voluntary annexation of the Property described herein into the Town in connection with WakeMed's proposed rezoning of this Property. The Property is contiguous with existing Town limits and is in the Town's extraterritorial jurisdiction.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 80°56'09" W	62.59'
L2	N 75°47'45" W	76.54'
L3	N 70°05'06" W	95.27'
L4	N 61°11'15" W	73.21'
L5	N 55°01'49" W	67.72'
L6	N 49°22'42" W	59.32'
L7	N 46°41'03" W	64.31'
L8	N 46°05'23" W	50.93'
L9	N 1°14'02" W	85.41'
L10	N 89°44'58" W	245.77'
L11	N 10°15'50" W	30.70'
L12	N 10°15'50" W	223.78'
L13	N 4°51'10" E	259.63'
L14	N 10°19'11" E	86.00'
L15	N 4°57'19" E	172.29'
L16	N 4°57'19" E	221.96'
L17	N 19°51'19" E	296.76'
L18	S 65°35'25" E	22.78'
L19	N 53°18'05" E	169.95'
L20	S 66°03'39" E	264.29'
L21	S 3°18'53" W	49.41'
L22	S 2°27'04" W	60.40'



VICINITY MAP

SURVEYOR'S NOTES

- THIS PLAT IS PART OF AN ANNEXATION PETITION OF A PARCEL OF LAND AND RIGHTS OF WAY INTO THE TOWN OF ROLESVILLE.
- AREA SHOWN HEREON COMPUTED BY COORDINATE METHOD.
- THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (2011), BASED ON GPS METHOD USING REAL-TIME KINEMATIC SOLUTIONS.
- SUBJECT PROPERTIES KNOWN AS PARCEL NUMBERS: AS SHOWN
- THE SUBJECT PARCEL IS LOCATED WITHIN ZONE X AS SHOWN ON FIRM 3720175800K EFFECTIVE 7/19/22 AND FIRM 3720175900K EFFECTIVE 7/19/22.

I, JAMES M. GELLENTHIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING THE DEED DESCRIPTIONS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS GREATER THAN 1:10,000; THAT THIS MAP DOES REPRESENT AN OFFICIAL BOUNDARY SURVEY AND HAS BEEN PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30TH DAY OF MARCH, 2026.

THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-30 SECTION (F)-(11):

(C)(1) THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. F

NORTH CAROLINA REGISTRATION NUMBER L-3860
JAMES M. GELLENTHIN



KCI ASSOCIATES OF N.C.
ENGINEERS, SURVEYORS AND PLANNERS

4800 FALLS OF NEUSE ROAD, SUITE 200
RALEIGH, NC 27609
PHONE (919) 783-9214 * FAX (919) 783-9266
C-0764

**CONTIGUOUS ANNEXATION MAP FOR
THE TOWN OF ROLESVILLE**

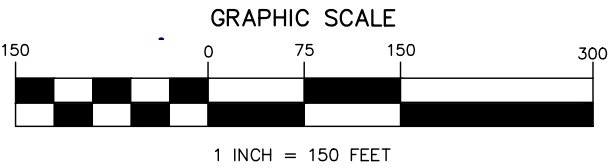
LANDS OWNED BY
**BERTIE WALL WIGGINS &
BESSIE WAKE DIXON**
CASE NUMBER: FSP-25-31/FSP-25-0007
WAKE FOREST TWP, WAKE COUNTY, NC

DATE: 3/23/26
REVISED:

SCALE: 1" = 150'

SHEET: 1 OF 1

LEGEND	
CALCULATED POINT	o
BOUNDARY MONUMENT	•
RIGHT OF WAY	---
ADJOINER LINES	---
BOUNDARY LINES	---
TOWN LIMITS	---





ENGINEERS • SURVEYORS • SCIENTISTS • CONSTRUCTION MANAGERS

4800 Falls of Neuse Rd, Suite 200 Raleigh, NC 27607 (919) 783-9214 (919) 783-9266 Fax

LOT 2 METES AND BOUNDS DESCRIPTION WAKE FOREST TWP, WAKE COUNTY, NC

A PARCEL OF LAND LOCATED IN WAKE FOREST TOWNSHIP, WAKE COUNTY, NC AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF BURLINGTON MILLS ROAD AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DB 687 PG 206; SAID POINT HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:788227.32 AND E:2155330.82 (NAD83/2011);

THENCE, ON THE CENTERLINE OF BURLINGTON MILLS ROAD, THE FOLLOWING 8 CALLS:

- 1) N 80° 56' 09" W A DISTANCE OF 57.77 FEET TO A POINT;
- 2) N 75° 47' 45" W, A DISTANCE OF 73.69 FEET TO A POINT;
- 3) N 70° 05' 06" W, A DISTANCE OF 91.44 FEET TO A POINT;
- 4) N 61° 11' 15" W, A DISTANCE OF 69.26 FEET TO A POINT;
- 5) N 55° 01' 49" W, A DISTANCE OF 64.62 FEET TO A POINT;
- 6) N 49° 22' 42" W, A DISTANCE OF 57.13 FEET TO A POINT;
- 7) N 46° 41' 03" W, A DISTANCE OF 63.44 FEET TO A POINT;
- 8) N 46° 05' 23" W, A DISTANCE OF 80.92 FEET TO A POINT A THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OWNED BY WILLARD AND BARBARA PARK (DB 1781 PG 10);

THENCE N 01° 14' 02" W, ON THE EAST LINE OF SAID PARK LANDS, A DISTANCE OF 42.88 FEET TO A FOUND IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF BURLINGTON MILLS ROAD;

THENCE N 01° 14' 02" W, CONTINUING ON THE EAST LINE OF PARK LANDS, A DISTANCE OF 319.33 FEET TO A FOUND IRON PIPE;

THENCE N 89° 44' 58" W, ON THE NORTH LINE OF PARK LANDS, A DISTANCE OF 410.67 FEET TO A POINT;

THENCE ON THE NORTH RIGHT OF WAY LINE OF BURLINGTON MILLS ROAD THE FOLLOWING 5 CALLS:

- 1) N 74° 26' 09" W, A DISTANCE OF 52.08 FEET TO A POINT;
- 2) N 80° 27' 10" W, A DISTANCE OF 65.97 FEET TO A POINT;
- 3) N 85° 07' 10" W, A DISTANCE OF 66.52 FEET TO A POINT;
- 4) N 87° 26' 45" W, A DISTANCE OF 10.55 FEET TO A POINT;
- 5) N 89° 46' 21" W, A DISTANCE OF 59.19 FEET TO A POINT;

THENCE N 10° 15' 50" W, DISTANCE OF 223.78 FEET TO A POINT;

THENCE N 04° 51' 10" E, DISTANCE OF 259.63 FEET TO A POINT;

THENCE N 10° 19' 11" E, DISTANCE OF 86.00 FEET TO A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OWNED BY BERTIE WIGGINS (DB 12144 PG 2352);

THENCE S 67° 51' 59" E, ON THE SOUTH LINE OF SAID WIGGINS LANDS, A DISTANCE OF 280.65 FEET TO A FOUND IRON PIPE;

THENCE N 04° 57' 19" E, ON THE EAST LINE OF SAID WIGGINS LANDS, A DISTANCE OF 172.29 FEET TO A POINT AT THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OWNED BY JENNIFER AND SIDNEY GREGORY (DB 4866 PG 287);

THENCE N 04° 57' 19" E, ON THE EAST LINE OF SAID GREGORY LANDS, A DISTANCE OF 221.96 FEET TO A FOUND IRON PIPE AT THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OWNED BY JAMES WALLS (DB 3816 PG 465);

THENCE N 19° 51' 19" E, ON THE EAST LINE OF SAID WALL LANDS, A DISTANCE OF 296.76 FEET TO A FOUND IRON PIPE;

THENCE S 65° 35' 25" E, DISTANCE OF 22.78 FEET TO A POINT;

THENCE S 65° 04' 50" E, DISTANCE OF 466.51 FEET TO A POINT;

THENCE N 53° 18' 05" E, DISTANCE OF 169.95 FEET TO A POINT;

THENCE S 66° 03' 39" E, DISTANCE OF 264.29 FEET TO A POINT ON THE WEST LINE OF LANDS NOW OR FORMERLY OWNED BY NEW OXFORD DEVELOPMENT CO LLC (DB 19679 PG 1109);

THENCE S 03° 18' 53" W, ON THE WEST LINE OF SAID NEW OXFORD LANDS, A DISTANCE OF 49.41 FEET TO A FOUND STONE;

THENCE S 02° 27' 04" W, DISTANCE OF 1500.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF BURLINGTON MILLS RD;

THENCE S 02° 27' 04" W, DISTANCE OF 30.20 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1,367,065 SQUARE FEET, OR 31.38 ACRES OF LAND MORE OR LESS. 16,878 SQUARE FEET (0.39 ACRES) OF WHICH LIE WITHIN THE RIGHT OF WAY OF BURLINGTON MILLS ROAD.

Property Owners

List of Property Owners:

- J. Bryant Wiggins II, PO Box 371, Rolesville, NC 27571
- A. Taylor Wiggins Jr., 400 Brown Cir., Rolesville, NC 27251
- James Wall Wiggins, 3726 Southeast School Road, Greensboro, NC 27406
- Beverly Dixon, PO Box 70, Rolesville, NC 27571-0070
- James Timothy Wall, 1234 Legacy Green Ave., Wake Forest, NC 27587
- Jennifer Gregory and spouse, Sidney E. Gregory, 5028 Walls Cove Lane, Rolesville, NC 27251
- Gayle P. Wall Leighton, 3512 Piedmont Drive, Raleigh, NC 27604

Record of Title:

- Vesting Deed is dated November 2004 and was recorded in March 2005 at Book 11256, Page 2438, Wake County registry. The vesting deed vests a 1/3 undivided interest with Bertie Wall Wiggins, 1/3 undivided interest in Bessie Wake Dixon, and 1/3 undivided interest in Joan P. Wall.
- Bertie Wall Wiggins died in 2023, and her will devised her share of the property in equal parts to J. Bryant Wiggins II, A. Taylor Wiggins Jr., and James Wall Wiggins.
- Bessie Wake Dixon died in 2023, and here will devised her share of the property to her husband, Beverly Dixon.
- Joan P. Wall died in October 2005 and devised her share of the property in equal parts to James Timothy Wall, Jennifer Gregory, and Gayle P. Wall Leighron.

WAKE COUNTY, NC 456
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 03/09/2005 AT 15:12:58

BOOK:011256 PAGE:02438 - 02441

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: 0

Parcel Identifier No. 73783 & 73597 Verified by _____ County on the _____ day of _____, 20____
 By: _____

Mail/Box to: Warren, Perry & Anthony, PLLC, PO Box 1187, Wake Forest, NC 27588

This instrument was prepared by: Kelly J. Mackay, Attorney NO TITLE CERTIFICATION BY PREPARER

Brief description for the Index: _____

THIS DEED made this 19th day of November, 2004, by and between

GRANTOR

Elvis Chester Wall and wife, Marie
 Cunningham Wall

GRANTEE

Bertie Wall Wiggins, a 1/3 undivided
 interest; Bessie Wake Dixon, a 1/3
 undivided interest; and Joan P. Wall,
 a 1/3 undivided interest

P.O. Box 70
 Rolesville, NC 27571

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

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that 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 the City of _____, Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

By this Non-Warranty Deed, Grantors convey to Grantees a one-quarter undivided interest in the following-described tracts to the Grantees, in the above-referenced proportions:

See attached Exhibit A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

A map showing the above described property is recorded in Plat Book _____ page _____.

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

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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

(Entity Name)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

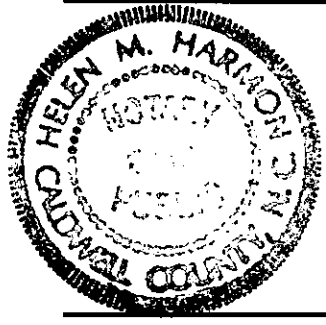
USE BLACK INK ONLY

Elvis Chester Wall (SEAL)
Elvis Chester Wall

Marie Cunningham Wall (SEAL)
Marie Cunningham Wall

(SEAL)

(SEAL)



USE BLACK INK ONLY State of North Carolina - County of CALDWELL

I, the undersigned Notary Public of the County and State aforesaid, certify that Elvis Chester Wall and Marie Cunningham Wall personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23 day of February, 2005

My Commission Expires: June 8, 2009 Helen M Harmon
Notary Public

USE BLACK INK ONLY State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____ a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity, he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____
Notary Public

USE BLACK INK ONLY State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____
Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

EXHIBIT "A"**PARCEL ONE:**

ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 484, PAGE 222 OF THE WAKE COUNTY REGISTRY AS 32.4 ACRES AND 25.6 ACRES, LESS AND EXCEPT THE FOLLOWING TRACTS:

- 1) **PROPERTY DESCRIBED IN DEED TO FRANK PEARCE RECORDED IN BOOK 8495, PAGE 870 AND SHOWN ON PLAT RECORDED IN BOOK OF MAPS 1999, PAGE 2220, WAKE COUNTY REGISTRY.**
- 2) **PROPERTY SHOWN AS "WALLS POND" ON PLAT RECORDED IN BOOK OF MAPS 2001, PAGE 279, WAKE COUNTY REGISTRY.**
- 3) **ALL OF LOTS 7, 8, & 9, SHOWN ON PLAT RECORDED IN BOOK OF MAPS 1990, PAGE 1018, WAKE COUNTY REGISTRY.**
- 4) **PROPERTY DESCRIBED IN DEED TO JOAN P. WALL RECORDED IN BOOK 9670, PAGE 1883 AND SHOWN AS 2.166 ACRES ON PLAT RECORDED IN BOOK OF MAPS 2002, PAGE 592, WAKE COUNTY REGISTRY. THIS PROPERTY IS ALSO INCLUDED IN THE FIRST EXCEPTION ABOVE LISTED.**
- 5) **ALL OF THE 7 LOTS SHOWN ON PLAT RECORDED IN BOOK OF MAPS 1982, PAGE 1073 WHICH ARE ALSO DESCRIBED IN DEED TO BEVERLY AND BESSIE DIXON RECORDED IN BOOK 9670, PAGE 1889, WAKE COUNTY REGISTRY.**
- 6) **LOTS SHOWN AS 3, 4, 5, 3A, 4A, & 5A, ON PLAT RECORDED IN BOOK OF MAPS 1981, PAGE 586. LOTS 3, 4, & 5 ARE MORE FULLY DESCRIBED IN DEED BOOK 1910, PAGES 648, 653, 655, WAKE COUNTY REGISTRY.**
- 7) **ALL OF LOTS 1 & 2 AS SHOWN ON BOOK OF MAPS 1986, PAGE 1385, WAKE COUNTY REGISTRY. LOT 1 IS DESCRIBED IN DEED BOOK 3816, PAGE 465 AND LOT 2 IS DESCRIBED IN DEED BOOK 4866, PAGE 287, WAKE COUNTY REGISTRY.**

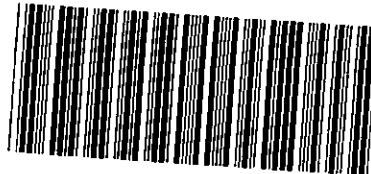
IT IS THE INTENTION OF THE GRANTOR TO CONVEY BY PARCEL ONE OF THIS DEED ALL OF THE PROPERTY LISTED FOR THE 2004 TAX YEAR AS 30.2 ACRES AND HAVING PIN #1758.01 39 9957 AND ACCOUNT #73783, WAKE COUNTY TAX ASSESSOR'S OFFICE.

PARCEL TWO:

ALL OF THE PROPERTY DESCRIBED IN BOOK 687, PAGE 206, WAKE COUNTY REGISTRY AS 60.4 ACRES, LESS AND EXCEPT THE FOLLOWING TRACTS:

- 1) **ALL OF THE 18.151 ACRES SHOWN ON PLAT RECORDED IN BOOK OF MAPS 2001, PAGE 278, WAKE COUNTY REGISTRY.**
- 2) **ALL OF THE PROPERTY CONVEYED BY THE WALLS IN BOOK 1326, PAGE 468, ALSO DESCRIBED IN DEED TO JOHN CHAMPION & OTHERS AS SHOWN IN BOOK 1506, PAGE 35, WAKE COUNTY REGISTRY.**
- 3) **ALL OF THE PROPERTY CONVEYED BY THE WALLS IN BOOK 1326, PAGE 523, WHICH IS ALSO DESCRIBED IN DEED TO CLAUDE & LINDA HUNTER AS SHOWN IN BOOK 2086, PAGE 351, WAKE COUNTY REGISTRY.**
- 4) **ALL OF THE PROPERTY CONVEYED BY THE WALLS IN BOOK 1326, PAGE 523, WHICH IS ALSO DESCRIBED IN DEED TO PATRICIA WHITE AS SHOWN IN BOOK 8569, PAGE 2517, WAKE COUNTY REGISTRY.**
- 5) **ALL OF THE PROPERTY CONVEYED BY THE WALLS IN BOOK 1424, PAGE 557, ALSO DESCRIBED IN DEED TO MITCHELL & SAMANTHA AMIANO AS SHOWN IN BOOK 7117, PAGE 385, WAKE COUNTY REGISTRY.**
- 6) **ALL OF THE PROPERTY CONVEYED BY THE WALLS IN BOOK 3057, PAGE 688, ALSO DESCRIBED IN DEED TO MITCHELL & SAMANTHA AMIANO AS SHOWN IN BOOK 7117, PAGE 385, WAKE COUNTY REGISTRY.**
- 7) **ALL OF THAT .80 ACRE TRACT DESCRIBED IN DEED TO ALVIN & BERTIE WIGGINS RECORDED IN BOOK 1238, PAGE 302, WAKE COUNTY REGISTRY.**

IT IS THE INTENTION OF THE GRANTOR TO CONVEY BY PARCEL TWO OF THIS DEED ALL OF THE PROPERTY LISTED FOR THE 2004 TAX YEAR AS 37 ACRES AND HAVING PIN #1758.01 49 5036 AND ACCOUNT #73597, WAKE COUNTY TAX ASSESSOR'S OFFICE.



BOOK:011256 PAGE:02438 - 02441

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



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

North Carolina – Wake County

The foregoing certificate___ of Helen M. Harmon

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

Laura M. Riddick, Register of Deeds

By: *Heather L. Spooner*
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
4 # of Pages

22.004-7/11/03



**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 106A-31
RESOLUTION 2026-R-09**

**Case: ANX-26-0001
Voluntary Annexation Petition for 9.68 acres,
Being the following Wake County PIN:**

1860005632

WHEREAS, a petition requesting annexation of an area described in said petition and more particularly described as follows was received on April 29, 2026, by the Town of Rolesville Board of Commissioners; *for 9.69 acres described in DB 16568 PG 1017 being located at 825 Averette Road.*

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

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

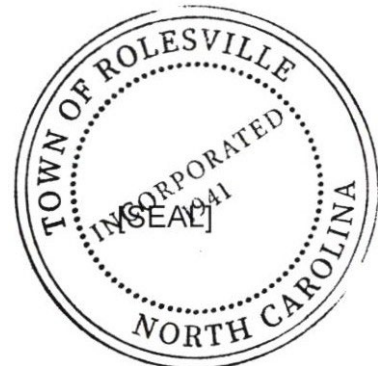
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Rolesville that:

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

Ronnie I. Currin, Mayor

ATTEST:

Christina Frazier Town Clerk



Town of Rolesville

PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov/ 919.556.3506



Memorandum

To: Mayor Currin and Town Board of Commissioners
From: Stephen Wensman, Planning Director
Date: Meeting Held July 21, 2026
Re: Amendment to FY26-27 Schedule of Fees

Background

Currently there is no fee for infrastructure reinspection in Rolesville's Schedule of Fees as per the approved FY27 Budget.

Planning staff analyzed the number of failed inspections leading to reinspections between March to May 2026. Out of 73 inspections over the three-month period, 23 failed equating to nearly one-third of inspections requiring reinspections. Multiple reinspections have resulted in a loss of funds to cover consultant and staff time for this work.

The attached Ordinance to Amend the FY27 Schedule of Fees notes a new \$200.00 fee for each reinspection.

Staff Recommendation

Staff recommends the Town Board of Commissioners amend the Schedule of Fees to include a new fee for infrastructure reinspection.

Attachment

Ordinance to Amend the FY27 Schedule of Fees

**AN ORDINANCE TO AMEND THE
2026-2027 FISCAL YEAR BUDGET ORDINANCE**

BE IT ORDAINED, by the Board of Commissioners of the Town of Rolesville, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2027:

1. *To amend the Schedule of Fees to include a new fee for infrastructure reinspection.*

Development Services

Description	Fee	When Due	Acct
Infrastructure reinspection	\$200 /instance	Application	4440

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

Adopted this 21st day of July 2026

Ronnie I. Currin
Town of Rolesville Mayor

Attest: _____
Christina Frazier
Town Clerk



Board of Commissioners Hybrid Session

July 21, 2026
Quarter 2



Quarterly Report – 2nd Quarter 2026 – Engineering Department

Town Engineer – Scott Miles

Capital Projects Manager – Medhat Baselious

Project Updates

- Main Street Project – All work has been completed. Punch list items to be completed by August 2026. Reimbursements from Raleigh and NCDOT are being pursued.
- Town Campus Project – Police and Fire Station buildings have begun preliminary design. Overall site plan under design. Coordination with Wake County for the library building has begun. Getting costs under budget is a priority.
- Downtown Parking – Easements and property needs to be secured before project can begin. Drainage in the Perry Street and Willams Street are areas to be addressed with this project. Proposals for design are currently being solicited.
- The Farm project – Finals phasing plans are being developed. Budget considerations being addressed to set phasing plan.
- Granite Falls Extension – Met with developer to discuss extending Granite Falls Blvd between Thales Academy and Burlington Mills Rd. Preliminary design is in hand. Finalizing construction plans to be ready for bid being done.

Other Updates

- Finalizing the Street Acceptance Policy. This will streamline the acceptance process and create standard method for acceptance, including bond concerns and sending official letters of acceptance to developers.



- Powell Bill updates. In line with the Street Acceptance, I am compiling what streets have been accepted/not yet accepted and whether those streets are currently on the Powell Bill.
- The search for a construction inspector is still pending. Qualified candidates just aren't applying. One interview set for late July.
- Met with Traffic Calming committee (Fire, Police, Planning and Engineering) continue to meet to discuss various traffic complaints.

Financial Update

For month ending June 30, 2026 [preliminary - not all revenues and expenditures are included]

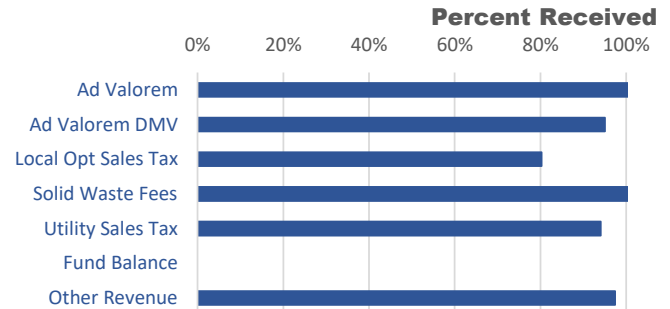


General Fund

The General Fund budget is established by the annual budget ordinance. These appropriations expire on June 30 of each year.

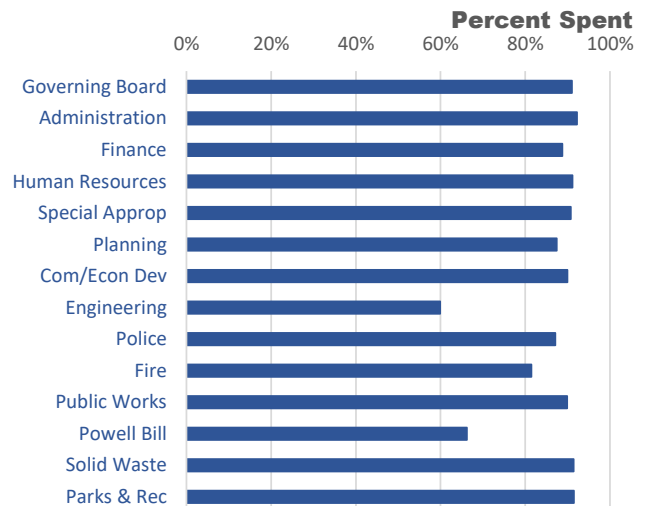
Revenues

	FY24-25 Actual	FY25-26 Budget	FY25-26 YTD	YTD %
Ad Valorem	9,178,620	9,570,000	9,907,493	104%
Ad Valorem DMV	800,705	820,000	779,540	95%
Local Opt Sales Tax	3,624,139	3,615,000	2,902,202	80%
Solid Waste Fees	1,123,622	1,237,100	1,279,924	103%
Utility Sales Tax	702,465	670,000	630,166	94%
Fund Balance	-	7,538,035	-	0%
Other Revenue	2,947,633	5,382,600	5,242,001	97%
Total	18,377,184	28,832,735	20,741,328	72%



Expenditures

	FY24-25 Actual	FY25-26 Budget	FY25-26 YTD	YTD %
Governing Board	179,372	236,330	215,071	91%
Administration	1,035,601	1,382,330	1,274,838	92%
Finance	758,107	891,140	790,954	89%
Human Resources	345,874	454,110	414,053	91%
Special Approp	2,006,966	11,525,990	10,461,054	91%
Planning	1,313,211	1,287,435	1,125,973	87%
Com/Econ Dev	199,205	271,770	244,443	90%
Engineering		385,800	231,050	60%
Police	4,291,721	4,758,520	4,145,788	87%
Fire	1,384,487	2,753,950	2,242,510	81%
Public Works	1,093,696	1,309,440	1,176,763	90%
Powell Bill	16,325	1,050,000	695,125	66%
Solid Waste	1,531,717	1,223,400	1,118,206	91%
Parks & Rec	1,270,943	1,302,520	1,191,824	92%
Total	15,427,224	28,832,735	25,327,653	88%
Fund Balance Change	2,949,960		(4,586,326)	



GENERAL FUND NOTES

- Overall, the General Fund is performing as expected.
- The sales tax and utility sales tax revenues have a 3-month lag in receipt. Ad Valorem DMV has a 1-month lag.
- Department expenditures are generally within expected levels. Engineering is below benchmark due to position vacancies. Powell Bill is lower since Granite Falls Blvd resurfacing cost was below estimates.

Administrative Budget Transfers

The governing board has authorized the Town Manager to approve transfers up to \$50,000. The transfers below occurred during this reporting period.

Date	FROM: Department / Line-Item	TO: Department / Line-Item	Amount	Explanation
6/1/26	HR / Departmental Supplies	HR / Office Supplies	\$440	office supply needs
6/5/26	Police / Salaries	Police / Vehicle Maintenance	\$5,000	maintenance needs
6/5/26	Police / Salaries	Police / Overtime	\$10,000	overtime due to vacancies
6/5/26	Police / Salaries, Equip Lease	Police / Vehicles	\$49,000	replace vehicle
6/9/26	Engineering / Salaries	Engineering / Equipment	\$5,500	laptops for new positions
6/15/26	Police / Salaries	Planning / Other Improvements	\$50,000	upfit new lease space
6/15/26	Engineering / Salaries	Planning / Other Improvements	\$30,000	upfit new lease space
6/23/26	Police / Vehicles	Police / Utilities	\$1,600	year end balancing

Financial Update

For month ending June 30, 2026 [preliminary - not all revenues and expenditures are included]



Capital Funds

Capital budgets are typically established by a project ordinance, and the budget appropriation is valid for the life of the project.

Capital Projects Fund (Current Fiscal Year)

	FY24-25 Actual	FY25-26 Budget	FY25-26 YTD	FY25-26 YTD %
Revenues				
Streets-related	1,348,595		4,171,053	
Parks-related	1,468,122		2,745,289	
Fund Balance Approp		3,707,400		0%
All Other Revenues	58,543	803,470	69,404	9%
Transfer In	1,285,000	3,585,000	3,585,000	100%
Total	4,160,261	8,095,870	10,570,745	131%

Expenditures

Streets & Sidewalks	293,188	1,048,177	542,352	52%
Parks & Greenways	1,491,434	3,062,790	492,943	16%
General	601,633	3,984,903	932,263	23%
Transfer Out	-			
Total	2,386,255	8,095,870	1,967,559	24%

Fund Balance Change

1,774,006

8,603,187

LAPP Grants Fund (Current Fiscal Year)

	FY24-25 Actual	FY25-26 Budget	FY25-26 YTD	FY25-26 YTD %
Revenues				
All Other Revenues	227,189	540,000	219,159	41%
Grants - Federal	3,436,908	578,886	570,994	99%
Grants - State	117,263		-	
Grants - Local			-	
Reimbursements	423,312	363,641	-	0%
Transfer In	-	8,460,157	3,815,000	45%
Total	4,204,672	9,942,684	4,605,153	

Expenditures

LAPP Project	4,462,699	6,071,208	4,909,242	81%
Wallbrook	423,312	2,115,510	258,753	12%
ADA Curb Ramps	189,472	23,247	-	0%
Water/Sewer	67,281	1,732,719	-	0%
Total	5,142,764	9,942,684	5,167,995	

Fund Balance Change

(938,092)

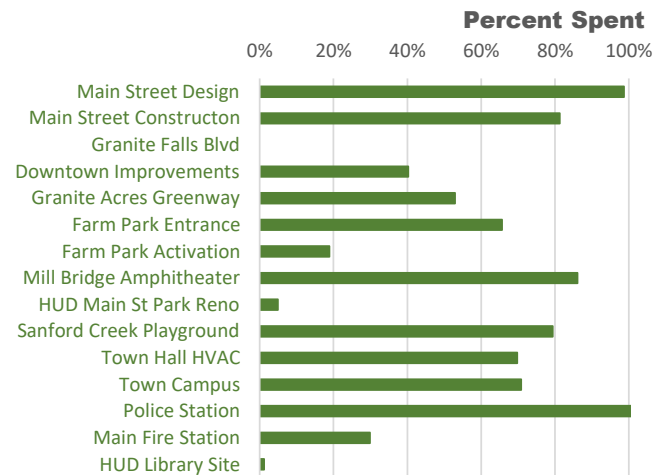
(562,842)

Utility Projects Fund (Current Fiscal Year)

	FY24-25 Actual	FY25-26 Budget	FY25-26 YTD	FY25-26 YTD %
Revenues	92,916	-	87,664	
Expenditures	-	-	-	
Fund Balance Change	92,916	-	87,664	-

Project Ordinances (Multiple Fiscal Years)

Project	Budget	Project to Date	
		Actual	% Spent
Main Street Design	2,873,994	2,837,164	99%
Main Street Construction	25,508,339	20,733,651	81%
Granite Falls Blvd	200,000	-	0%
Downtown Improvements	450,000	181,006	40%
Granite Acres Greenway	323,500	171,154	53%
Farm Park Entrance	1,550,000	1,017,746	66%
Farm Park Activation	460,000	86,864	19%
Mill Bridge Amphitheater	470,000	404,727	86%
HUD Main St Park Reno	406,000	20,000	5%
Sanford Creek Playground	52,000	41,280	79%
Town Hall HVAC	80,000	55,825	70%
Town Campus	3,517,000	2,490,905	71%
Police Station	1,120,000	2,585,364	231%
Main Fire Station	1,350,000	403,268	30%
HUD Library Site	325,000	4,000	1%



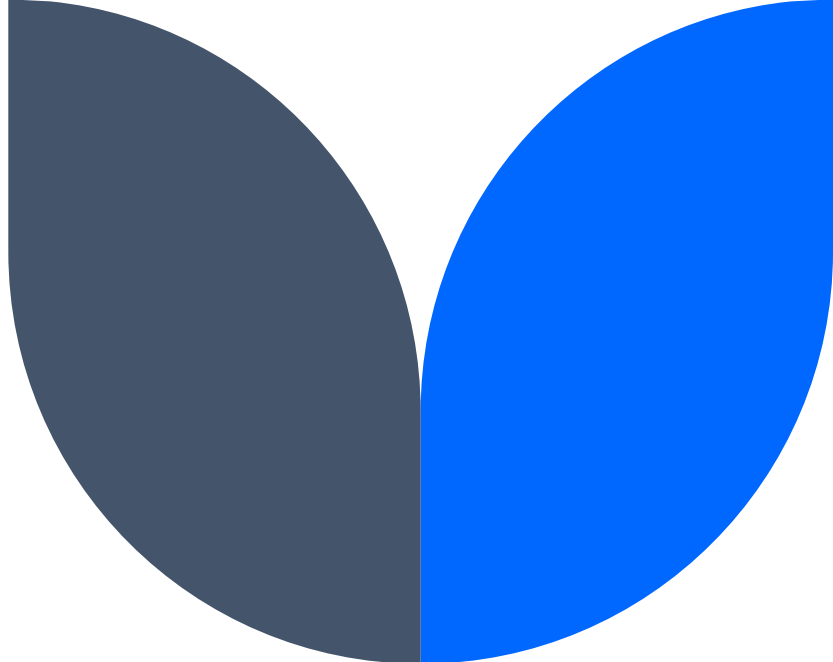
Cash & Investments

By Fund

General Fund	15,640,027
Capital Projects Fund	19,504,883
LAPP Grants Fund	4,942,764
Utility Projects Fund	2,180,128
Total	42,267,802

By Type

Checking	1,456,343
Investment	40,811,458
Total	42,267,802



Human Resources Update

Newest Team Members

***Tyler McDaniel:** Police Sergeant*

***Guillermo Lerma:** Police Officer I*

***James Bell:** Police Cadet*

***Kimeron Walston:** Human Resources Technician*

***Roy Morgan:** Maintenance Worker I*

***Heidi Nguyen:** Accounting Technician I*

***Michelle Sawyer:** Police Administrative Support Specialist*

Current Active Postings

- Part-Time Firefighter
- Full-Time Firefighter
- Engineering Inspector
 - Police Officer
- Part-time Administrative Specialist (Parks)

Upcoming Project

***Amendments to
Personnel Policy***

***Amendments to
Administrative Policies***





Thank you!

Parks and Recreation Director: June Greene
Athletic Program Coordinator: Mark Pittman
Athletic Program Coordinator: Brandon Metzel
Special Events Coordinator: Kristen Stafford
Cultural Program Coordinator: Quincy Williams
Administrative Support Specialist:



Athletic Programs Update

Current:

Spring Baseball/Softball:

- All-Star Season is underway
 - 8U Girls – Tournament began 6/22 (First Round Win, 2nd round tonight)
 - 8U, 10U and 12U Boys – Tournament starts 7/6.

Fall Baseball/Softball:

- Registration began 5/11
- Late Registration began 6/22
- Registration closes 7/10

Fall Flag Football:

- Registration began 5/11
- Late Registration began 6/22
- Registration closes 7/10

Spring Soccer:

- We had 40 teams this season.
- Season ended May 29th

Fall Soccer:

- Registration opened up 5/11/26.
- Registration will close 7/31/26
- Currently have 265 kids registered.
- Evaluations are July 23, 2026

2025-2026 Winter/Spring Registration Athletic Numbers (as of 6/24/2026):

Sport	Residents	Non-Residents	Total
Spring Soccer	127(48%)	136 (52%)	263
Spring Baseball/Softball	183 (52%)	169 (48%)	352
Fall Flag Football	48 (54%)	41 (46%)	89
Fall Baseball/Softball	172 (54%)	148 (46%)	320
Fall Soccer	167 (63%)	98 (37%)	265
Winter Basketball	243 (79%)	67 (21%)	310
TOTAL	940 (59%)	659 (41%)	1,599

Rentals Update

- **Facility & Shelter Rentals (2nd QT 2026)**

Space	Residents	Non-Residents	Total Rentals	Gross Profit
MBNP Amphitheater	1	1	2	\$120
Rolesville Community Center	18	6	24	\$4,964
MSP Gazebo	1	0	1	\$120
MSP Shelter A	8	18	25	\$655
MSP Shelter B	8	30	38	\$1,215
MSP Shelter C	13	15	28	\$1,025
MSP Shelter D	8	3	11	\$635
RPP Shelter	3	0	3	\$390
RPP Field A	7	5	12	\$180
RPP Marvin Perry	10	0	10	\$0
RPP Field C	0	1	1	\$90
RMS Track & Field	0	5	5	\$3,250
TOTAL	77 (48%)	83 (52%)	160	\$12,644

Special Events Update

• 2nd QT Special Events 2026

Events	Date/Time	Attendance
Rec Day	Saturday, April 11, 2026 10:00 am	1,000
Arbor Day Celebration	Friday, April 24, 2026 5:30 pm	50
Blood Drive	Friday, May 15, 2026 10:00 am – 3:00 pm	27
Memorial Day Celebration	Monday, May 25, 2026 11:00 am	95
Litter Sweep	Saturday, June 6, 2026 9:00 am	Canceled
Freedom in the Park, Juneteenth Celebration	Saturday, June 20, 2026 2:00 pm – 6:00 pm	120
TOTAL ATTENDANCE		1,292

• Sponsorships

• 3rd Quarter 2026 Special Events



July 2026

- **Rolesville 4th Celebration**
 - July 4th
- **Blood Drive**
 - July 17th



August 2026

- **Litter Sweep**
 - August 1st
- **Movie**
 - August 7th



September 2026

- **9/11 Honor and Remembrance Event & Rolesville Runs to Remember 5k**
 - September 12th
- **Blood Drive**
 - September 18th
- **Movie**
 - September 18th

Cultural Programs Update

- **Enrollment (2nd Quarter):**

Program	Residents	Non-Residents	Total
Bingo - April	11	8	19
Bingo – May	6	5	11
Bingo – June	4	6	10
Bunco – April - June	18	0	18
Zumba – April - June	6	1	7
Line Dancing – April - June	5	6	11
Aerobic Exercise	16	4	20
Mah Jong – April - June	24	4	28
Cornhole – April - June	3	24	27
Senior Trips	11	4	15
Mah Jong – April - June	24	4	28
TOTAL	128(66%)	66(34%)	194

- **Upcoming Offerings in 3rd Quarter:**

- Bingo
- Line Dancing
- Zumba
- Canvas Art Classes
- Crokinole
- Senior Center w/o Walls
- Golden Age Expo

Project & Facilities Updates

-
- The Town will be receiving over \$400,000 in grant money from the federal government for a renovation and repair work project at Main Street Park. Staff are working now to select and schedule vendors for the work. 3 new ADA picnic tables for each shelter have been ordered. Repainting and power washing the shelters and gazebo has been scheduled for the week of June 29th. Installation of WiFi in the park and the new ADA rubber surfacing for the green playground will be scheduled in the coming months.
 - Staff has worked on an encroachment agreement with NCDOT to remove the existing NCDOT fence and replace it with a more decorative black chain link fence at the Farm. Public Works removed the old fence and staff hired a contractor to install the new fence which runs along the entire road frontage of the property. This work was completed on June 22, 2026.
 - Staff worked with a scout to clean up the pollinator gardens at Town Hall and Redford Place Park
 - There have now been three Tree Board meetings. Staff are working with members to get them educated on how the Town works with trees and how to engage with the community.
 - Staff are currently getting quotes for yearly athletic field maintenance, which will include top dressing, laser grading and pre-emergent applications. This work is scheduled to take place over the coming months.
 - Public Works staff completed a large greenway repair at the Carlton Pointe Greenway

Planning FYI January – June 2026



Planning

QUICK FACTS

GovWell
Applications

94

GovWell Fees
Collected

\$250,283.15

Commercial
Permits Issued

10

Commercial Permit
Fees Collected

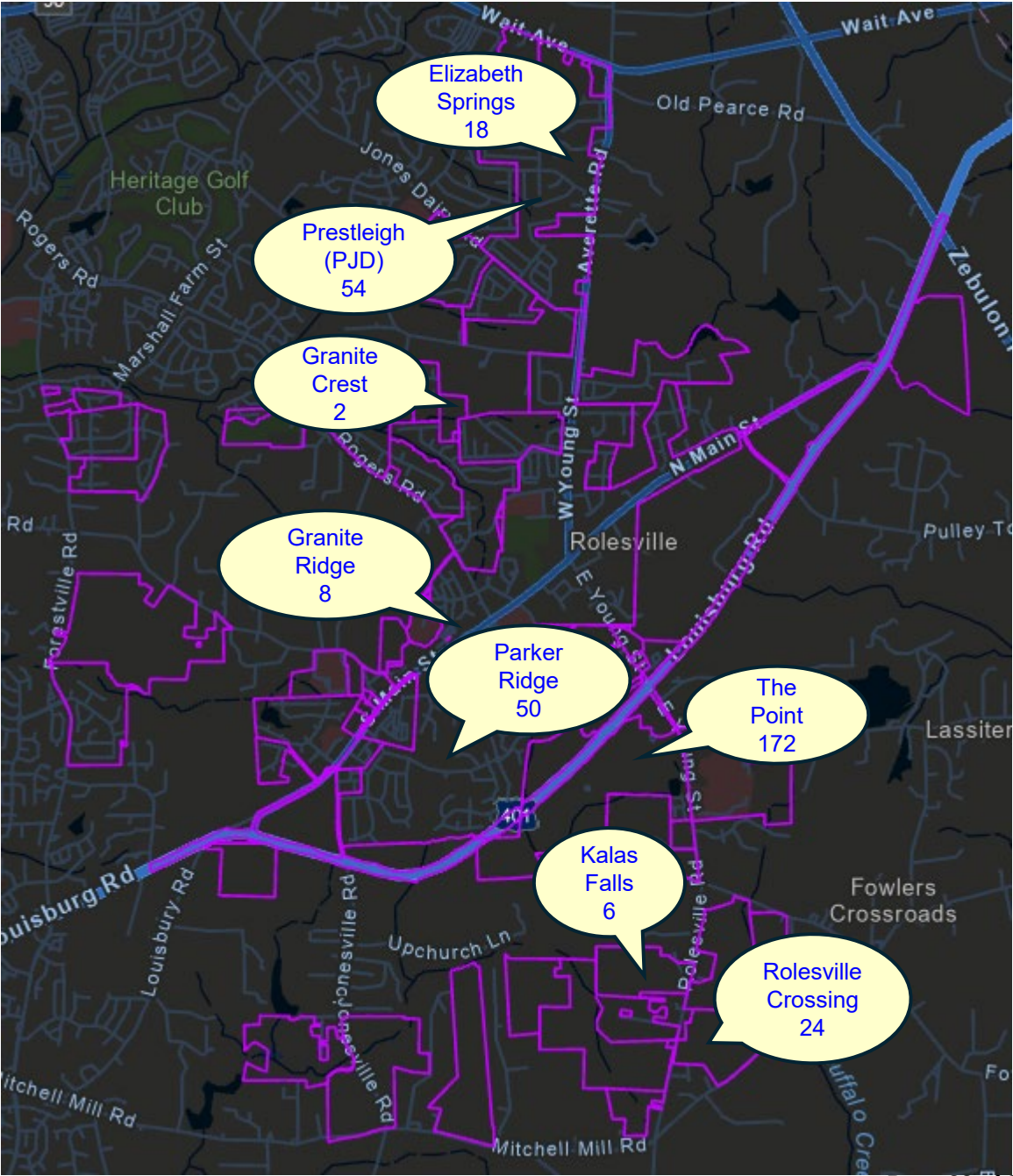
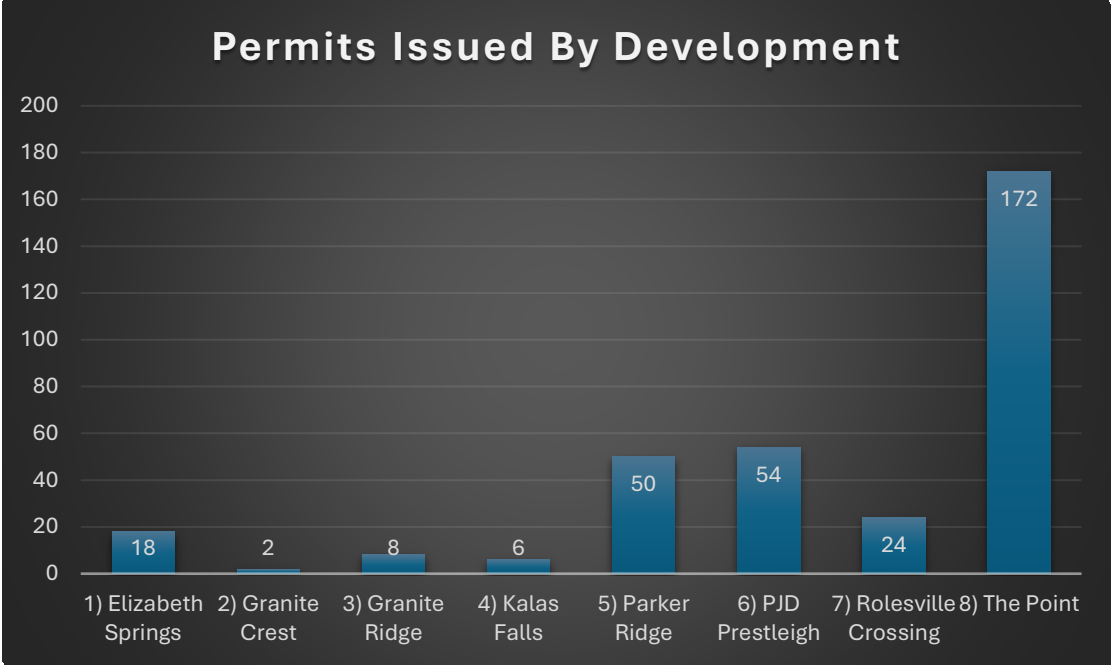
\$139,824.05

Residential Certificates
of Occupancy

367

A bubble chart illustrating the distribution of various categories. The largest bubble is 'BUILDING PER...', followed by 'FORMS'. Other significant bubbles include 'RECORD...', 'SUBDIV...', 'PRO...', 'DEVE...', 'CO...', 'EM...', 'SK...', 'NEW...', 'VARI...', 'SI...', 'FE...', 'REZ...', 'BO...', 'WA...', 'PE...', 'PAY...', and 'ZO...'. The bubbles are arranged in a circular pattern around the central 'BUILDING PER...' bubble.

Topic	Number of times asked	Topic	Number of times asked
Building Permits	29	Wallbrook	3
Forms	10	Fee Estimates	3
Records Requests	9	Peddlers	3
Subdivision Plats	9	Employment	3
Property Owner Notification	5	Construction	3
Variance Hearings	5	Zoning Verification Letter	3
Development Projects	5	Fence Permits	2
Rezoning	4	Utility Drawings	2
New Businesses	4	Planning Board	2
Property Records	4	Accessory Structures	2
Paying Invoices	4	Driveways	2
Sign Permits	3	Pools	2
Sketch Plan Meetings	3	Town Contact Information	2
Zoning Permits	3	Files	1
Board of Adjustment	3		



GUIDING COMMUNITY GROWTH

NON-RESIDENTIAL PROJECTS UNDER CONSTRUCTION (PERMIT ISSUED)



841 S Main St.
1,900 sf w/ drive-thru
Issued April 14, 2026



811 S Main St.
9,636 sf
Issued April 1, 2026



725 S Main St.
2,350 sf w/ drive-thru
Issued April 2, 2026



831 S Main St.
11,900 sf
Issued October 31, 2025



The Butcher Shop- 420 S Main St.
990 sf commercial upfit
Issued on March 12, 2026



748 S Main St.
4,824 sf w/ 8 fuel pumps
Issued February 10, 2026



INDIAN GRILL & BAR
110 Bluestone Crossing
5,309 sf
Issued December 6, 2024



643 S Main St.
4,383 sf
Issued November 04, 2025



801 S Main St.
7,8925 sf
Issued November 12, 2025



6000 Rogers Rd.
10,207 sf, 5 suites,
1 drive-thru, 2 patios
Issued on February 10, 2026



735 S Main St.
3,333 sf w/ drive-thru
Issued May 27, 2026



414 S Main St.
12,953 sf
Issued April 15, 2026



101 Redford Pl. Unit 202
1,738 sf
Issued May 20, 2026

WHO DOES WHAT IN PLANNING?

(As shown in the photo from left to right)



SHARON HOPE ADMINISTRATIVE ASSISTANT	MICHAEL ELABARGER ASSISTANT PLANNING DIRECTOR	ROSE BOWER PERMIT TECHNICIAN	TANNER HAYSLETTE PLANNER I	MICHELE RABY PLANNER II	STEPHEN WENSMAN PLANNING DIRECTOR	MEREDITH GRUBER SENIOR PLANNER
984-251-2430 shope@rolesvillenc.gov	984-251-2364 melabarger@rolesvillenc.gov	984-251-2366 rbower@rolesvillenc.gov	984-251-2431 thayslette@rolesvillenc.gov	984-251-2365 mraby@rolesvillenc.gov	984-251-2431 swensman@rolesvillenc.gov	984-251-2363 mgruber@rolesvillenc.gov
Customer Service/ Receptionist	Manage all Development (ANX/ REZ/ VAR) and TRC (CD/FSP/PSP/SDP) reviews	Permit Invoicing, Permit Issuance, and COC, CO, TCO Issuance	Long Range Planning	GovWell Management Intake/ Invoice/ Process Applications	Manage all Development (ANX/ REZ/ VAR) and TRC (CD/FSP/PSP/SDP) reviews	Agenda and Memo Preparation for Board of Adjustment, Planning Board and Board of Commissioners' meetings
Board of Adjustment & Planning Board Clerk	Billing & Payment Management	Attend Pre-Construction Meetings, Lead on Permitting	Mobility/ Pedestrian review (greenways/ side paths/ bike lanes)	Website design & maintenance	Board of Adjustment/ Board of Commissioners/ Planning Board presenter and representative	TRC primary LDO review
Contract/ ERP Invoicing & Reconciliation	Board of Adjustment, Board of Commissioners & Planning Board		Permit Lead for Change of Tenant/ Food Trucks/ Home Occupation/ Signs/ Temporary Uses	All Development (ANX/REZ/VAR) and TRC (CD/FSP/PSP/SDP) reviews	LDO Enforcement	Text Amendments
	Energov (Permits) & GovWell (Development Project) Management		Campo Representative	Certified Plat Review Officer (PROC)- Primary Plat review and official signer	Report a concern	All Development (ANX/REZ/VAR) and TRC (CD/FSP/PSP/SDP) reviews
	Text Amendments			Certified Zoning Officer (CZO)	Staff Management	
	Manage website design & maintenance			GIS	Text Amendments	



Rolesville Police Department

FYI Report Q2 2026 Plus July 1-14

Chief: David R. Simmons II
Captain: Richard Haynes

Three key takeaways from April-July 14th:

- Uniform Crime Reporting Part I crimes, which are major violent or property crimes as defined by the Federal Bureau of Investigation, have increased by 39% year-to-date compared to 2025 (as of June 30th).
- Camp KIDDS was July 6th-9th with 30 pre-teens and teens.
- Recruitment and retention continue to be challenging, with a 26.92% vacancy rate in sworn positions as of July 14th.

Public Safety Overview (April-June)

- **Calls for Service**
 - Total calls for service: 9,944 (4.6 per hour)
 - Change from same period last year: +93 (or 0.94%)
- **Activity**

Type	2025	2026	Change
Traffic Stops	1177	977	-17%
Arrests	49	60	+22%
Accidents	53	69	+30%
Reports Filed	120	141	+21

Crime Overview (year to date through June)

- **Uniform Crime Reporting (UCR) Statistics**

Type	2025 YTD	2026 YTD	Change
Part I	23	32	+39%
Part II	134	175	+29%

- **Notable Trends**

- Significant increases in:
 - Burglary (residential)
 - Larceny
 - Simple assault
 - Vandalism
 - Weapons
- Significant decreases in:
 - Assault

- Stolen property
- Offenses against family/children
- Obscenity

Community Participation and Engagement

- **Autism Awareness (April):** RecDay attendees had an opportunity to leave a painted handprint on a police vehicle with a donation to the Autism Society of North Carolina. The handprints were left on for the remainder of the month.
- **Law Enforcement Torch Run (May):** Two staff members joined other local agencies for this annual awareness and fundraising campaign supporting Special Olympics.
- **Funeral of Herbert Holding (July):** Several staff members participated in the visitation and funeral services for former Rolesville Chief of Police (followed by reserve officer), Wake County Sheriff Deputy, and Rolesville Fire Department firefighter (followed by board member) Herbert Holding. Duties ranged from rendering honors to providing traffic assistance.
- **Camp KIDDS (July, pictured below):** Thirty 6th-12th graders participated in fun and educational activities that focused on team-building, decision-making skills, substance use prevention, and other age-relevant topics.



Staff (April-July 14th)

- **Authorized Positions (as of July 14th)**

Type	Approved	Filled	Vacant
Sworn	26	19	7
Civilian	3.5	3.5	0

- **Separations**

- Two sergeants (April, May)
- One civilian (April)
- Two officers (April, July)

- **New Hires**

- Sergeant T. McDaniel (May, below left)
- Officer G. Lerma (June, below right)
- Administrative Support Specialist M. Sawyer (July)
- Cadet H. Bell (July)

- **Professional Development**

- Three additional officers have earned their field training officer certifications and can now help train new sworn staff.
- Two supervisors completed the Police Chief's Institute through the NC Justice Academy.
- One new sworn employee has finished field training.

Looking Ahead

- The department will participate in the 9/11 Remembrance Event Saturday, September 12th.
- Two officers are registered for general instructor training this fall. Certification will allow them to teach various in-service classes.
- National Night Out is planned for the evening of Tuesday, October 6th.



To: Mayor and Board of Commissioners
From: Isaac Poelman, Public Works Director
Date: July 2026
Subject: Public Works Department – FYI July 2026

During the past quarter, the Public Works Department continued to support Town operations through infrastructure improvements, park enhancements, facility maintenance, and daily operational responsibilities. Key accomplishments include:

- Removed the old fence at Farm Park and coordinated the installation of the new perimeter fence, improving the park's safety and appearance.
- Repaired and installed new split-rail fencing along multiple sections of the Town's greenway system.
- Completed repairs to greenway bridges at Main Street Park to improve safety and accessibility.
- Installed new ADA-accessible picnic tables at Main Street Park, enhancing park amenities for all users.
- Assisted the Parks & Recreation Department and the Police Department with logistics, setup, and operational support for the Town's Fourth of July Celebration and Arbor Day events.
- Successfully completed all fiscal year-end requisitions, purchase orders, and other financial obligations to ensure an efficient transition into the new fiscal year.
- Onboarded one seasonal employee and one full-time employee, returning the Public Works Department to full staffing levels.
- Continued routine landscaping and grounds maintenance throughout the Town to maintain the appearance and functionality of public spaces.
- Responded to resident concerns submitted through the Town's Report a Concern system, providing timely service and follow-up.
- Continued completing work orders for Town departments, supporting the maintenance and operation of Town facilities and infrastructure.
- Participated in the quarterly Public Safety Meeting with the Fire Department, Police Department, and EMS to strengthen interdepartmental communication and coordination.

The Public Works Department remains committed to maintaining Town infrastructure, supporting community events, and delivering responsive, high-quality services to residents while advancing the Town's operational goals.

Respectfully submitted,
Isaac Poelman
Public Works Director
Town of Rolesville

ROLESVILLE

FIRE DEPARTMENT

FYI REPORT

&

YEAR TO DATE STATISTICS

Prepared By: **Jason Deitch, Fire Chief**



Key Statistics

- 882 calls
- 1,717 unit responses reflect sustained, high-volume demand
- 220 more calls than in 2025 at this date
- Tuesday is busiest day of the week YTD
- 4pm–7pm is the busiest time of the day YTD
- March has been the busiest month YTD
- Town of Rolesville generates the majority of all calls (495 of 882)



Calls by District Breakdown



Town of Rolesville:

495

Rolesville Rural:

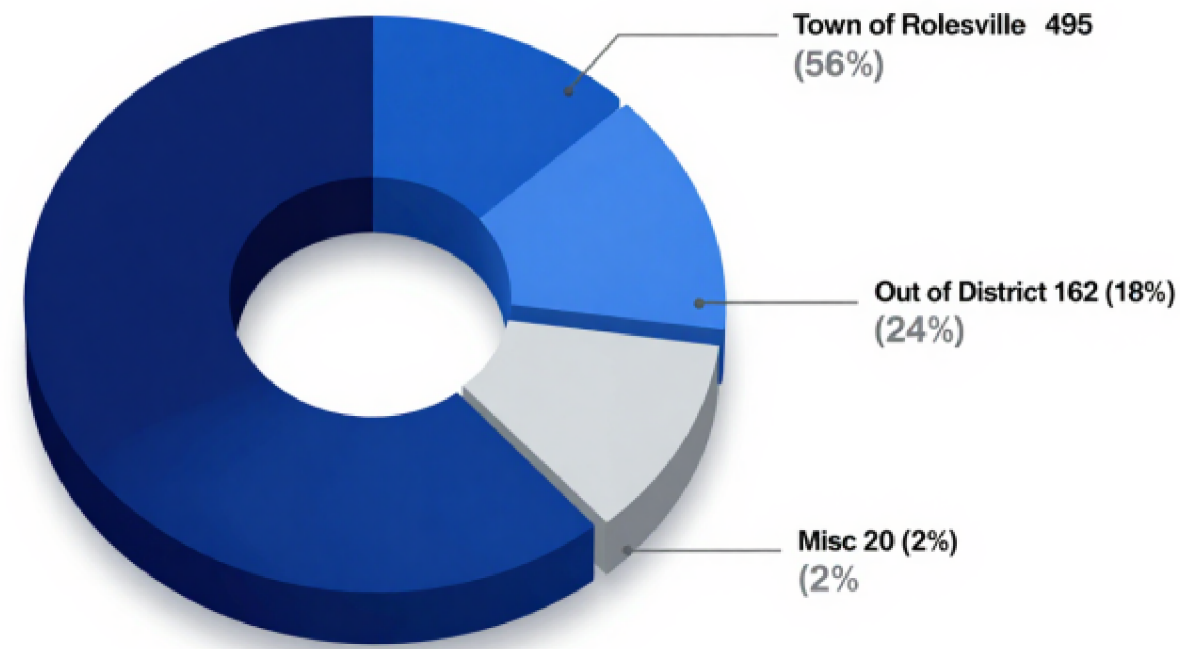
210

Out of District:

162

Miscellaneous:

20

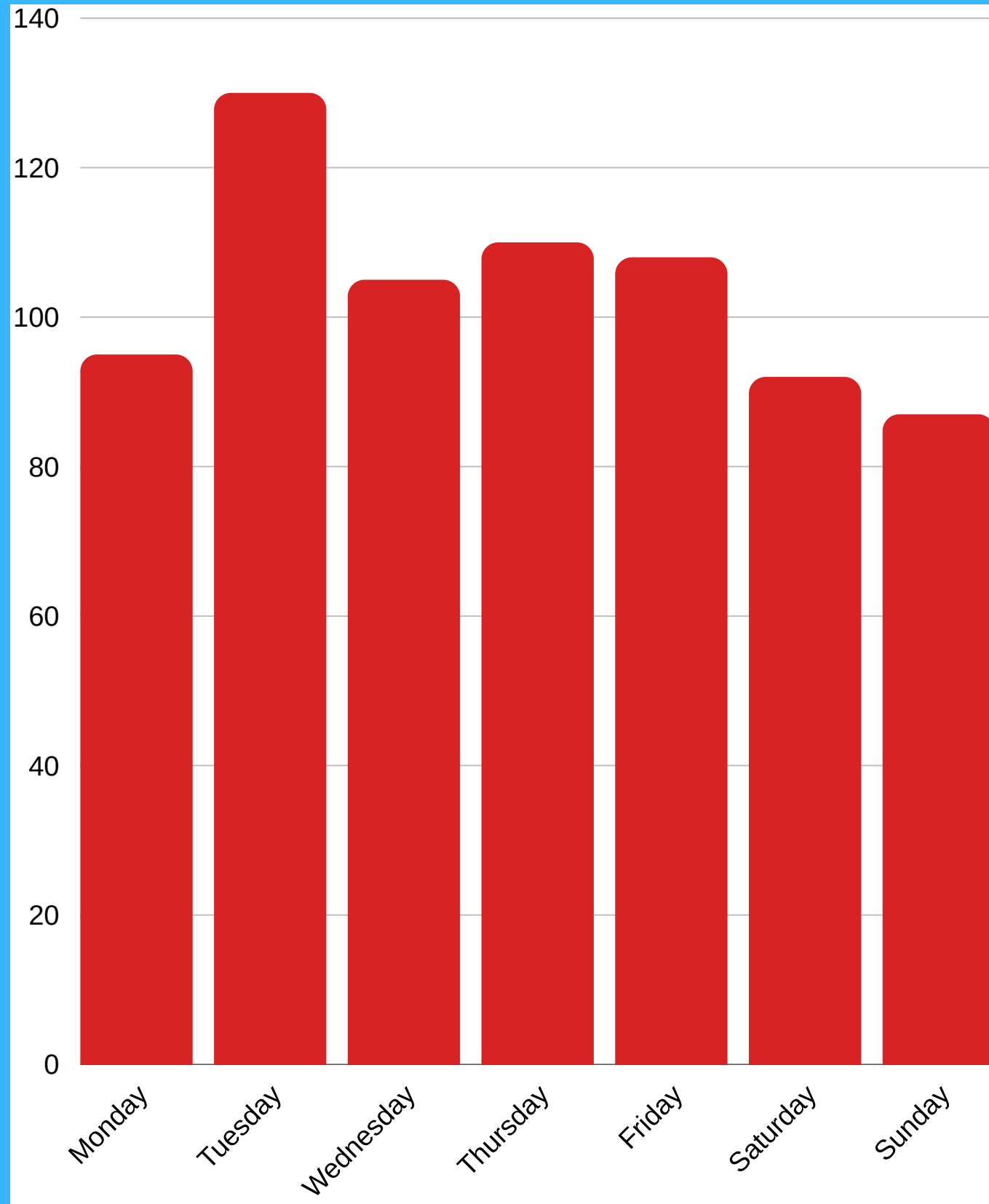


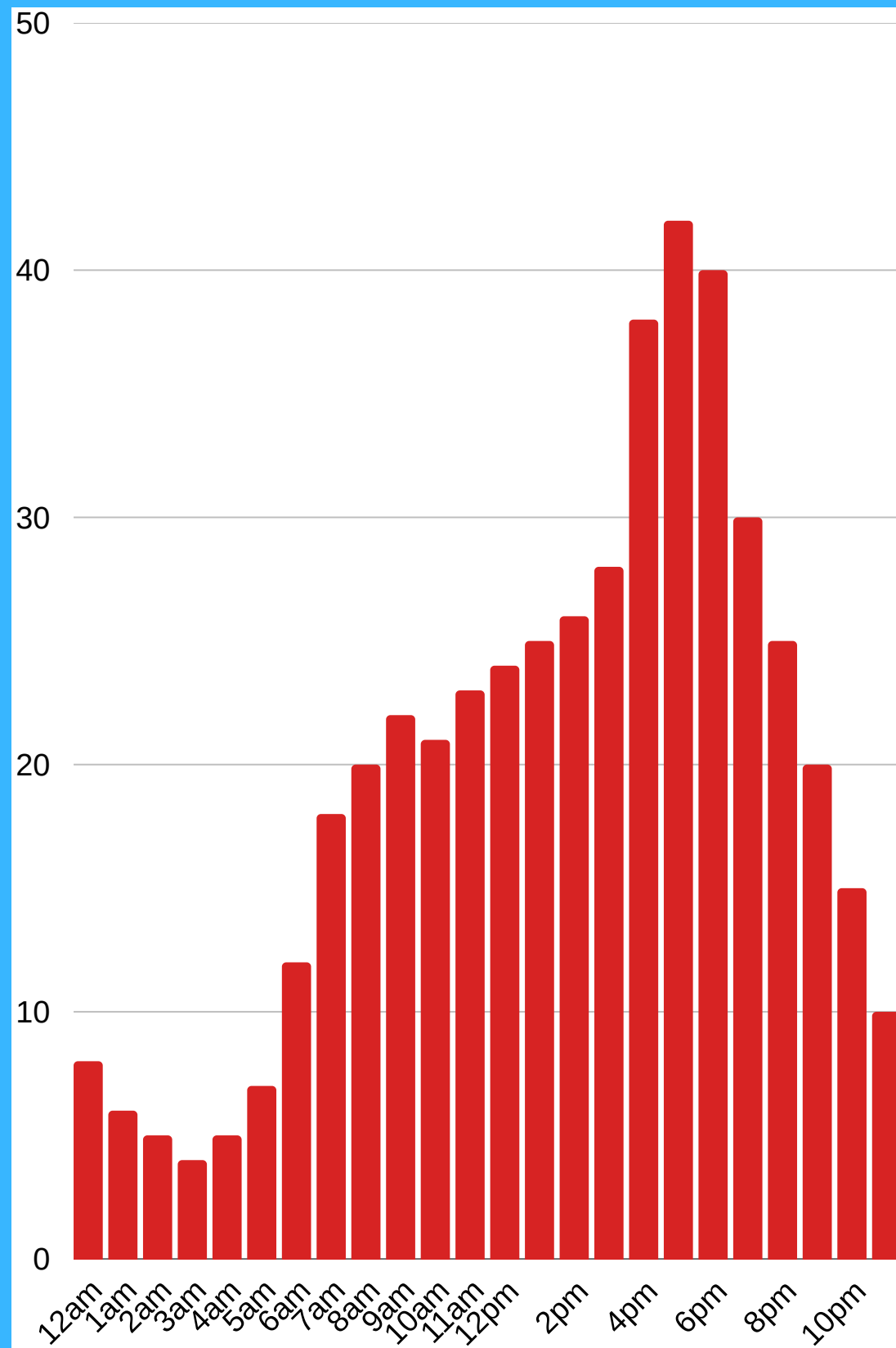
Calls By Day of The Week

Call volume varies throughout the week. Tuesday is the busiest day of the week for emergency calls.

Busiest day:

Tuesday





Calls by Time of Day

Call volume peaks significantly in the late afternoon and early evening. The 4pm to 7pm window represents the highest demand period for emergency response resources.

Peak Window:

4-7pm

Peak hour calls YTD:

118

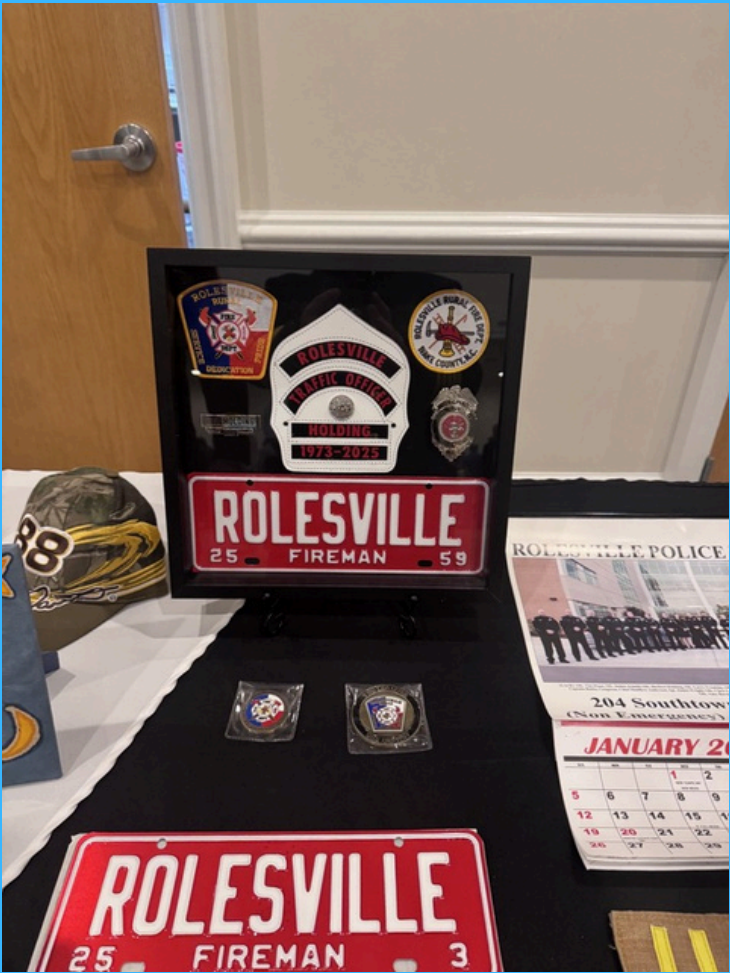
Happenings

- **Recruitment process in progress for two Full-Time Firefighter positions and two Part-Time Firefighter positions.**
- **Fire Chief's 90 Day Assessment Complete- Manager Review Underway**
- **Continued work with stakeholders on new fire station pre construction design and processes**
- **Final closure of the Rolesville Rural FD banking account. Solidifying final steps of fire unification with the town**
- **July 4th Festivities Fire and Medical Operations**
- **Funeral and Visitation Services for long time Firefighter Herbert Holding**

Updates

- **Staff and Volunteer Meetings held covering departmental updates, implementation of new management software, and an overview of the FY27 budget and priorities.**
- **New Aladtec fire management software implemented**
- **11 sets of new turnout gear received and issued to firefighters**
- **Delivery of new Brush Unit 154. Unit has been outfitted and inservice**
- **All members recieved an annual medical physical as part of the department's health and fit for duty requirements.**





Thank You!



Fire Chief Jason Deitch
jdeitch@rolesvillenc.gov
919-556-7062



Finance Department Update

July 2026

FY25-26
(Prior Year)

Financial Status



No final numbers yet. Several important revenues, like sales tax, have a 3-month lag. Several expenditures, especially capital projects, have a 1 to 2-month lag.

What we see so far looks positive. While \$7.5 million of fund balance in the General Fund was projected to be spent, it looks like the final amount will be less.

FY26-27
(Current Year)

Financial Status



Very early in the new fiscal year.

Was a tight year for budgeting, so will be watching department spending closely, especially salaries and benefits.

Also continuing to monitor fund balance reserves in General Fund.

“Every Click Matters” Campaign

- ✓ Cybersecurity campaign aimed at IT-system users. (That includes elected officials!)
- ✓ 90% of successful cyberattacks start with a phishing email.
- ✓ One wrong click can cause significant downtime and cost hundreds of thousands in remediation.
- ✓ Periodic incentives as a reminder that “Every Click Matters” to encourage participation.



Board of Commissioners

Item Memo

To: Mayor Currin and Rolesville Town Board
From: Mical McFarland, Manager
Date: Tuesday, July 21, 2026
Re: 10.a. Habitat for Humanity of Greater Raleigh Update— Patricia Burch, CEO

Background

In late 2025, the Town selected Habitat for Humanity of Greater Raleigh as a partner to build an affordable housing development on the 6.5 acres of Town-owned property located behind Town Hall (4950 Burlington Mills Road). Over the past several months, Habitat has been engaged in the due diligence process to assess the land's suitability for development. Habitat has also been working on a preliminary design for the site.

Patricia Burch, CEO, will be providing an update on recent activities to the Town Board.

Recommended Action

N/A

Attachment

Rolesville July 2026 update to Board of Commissioners



Development Update: 4950 Burlington Mills Road

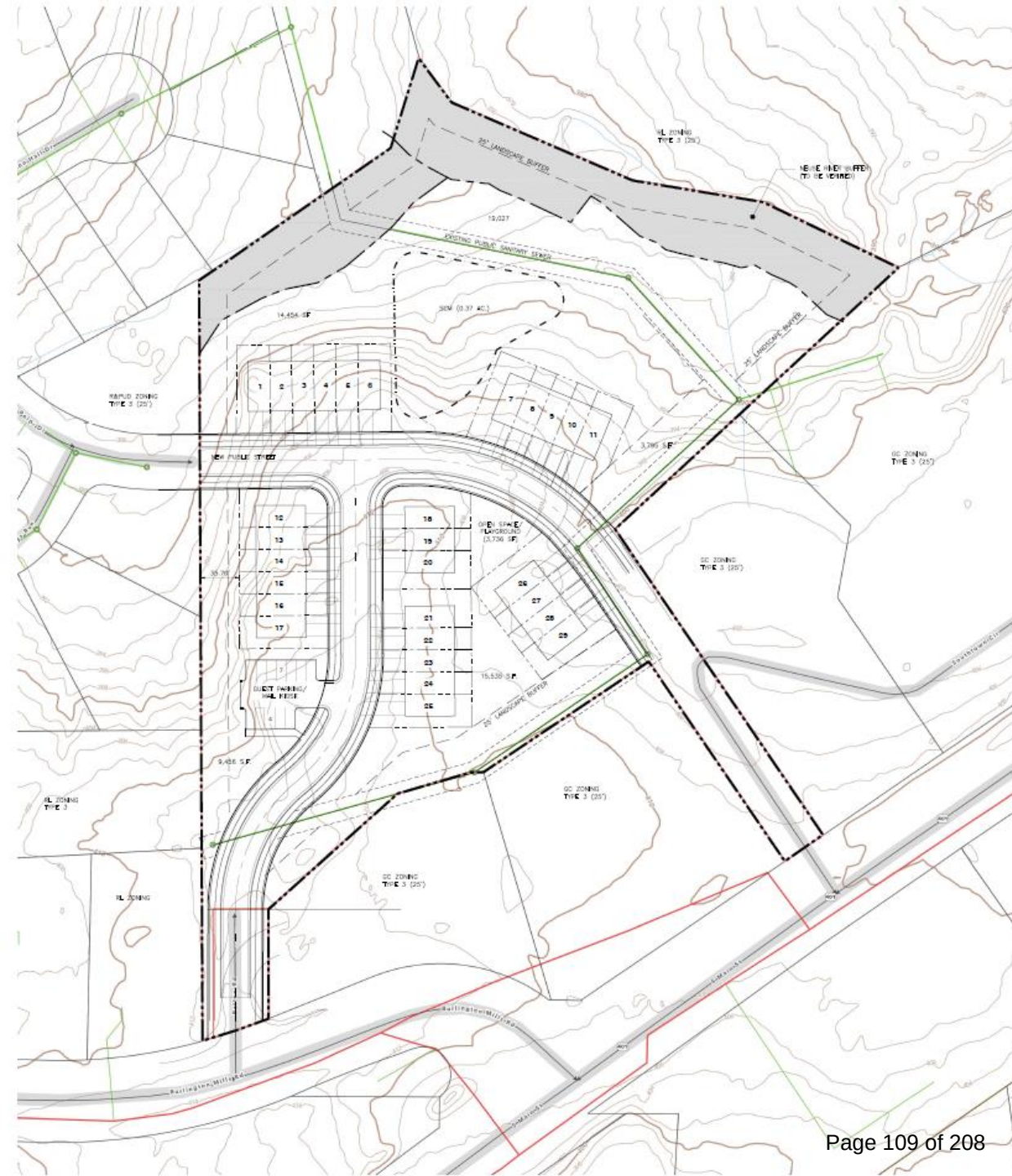
July 2026

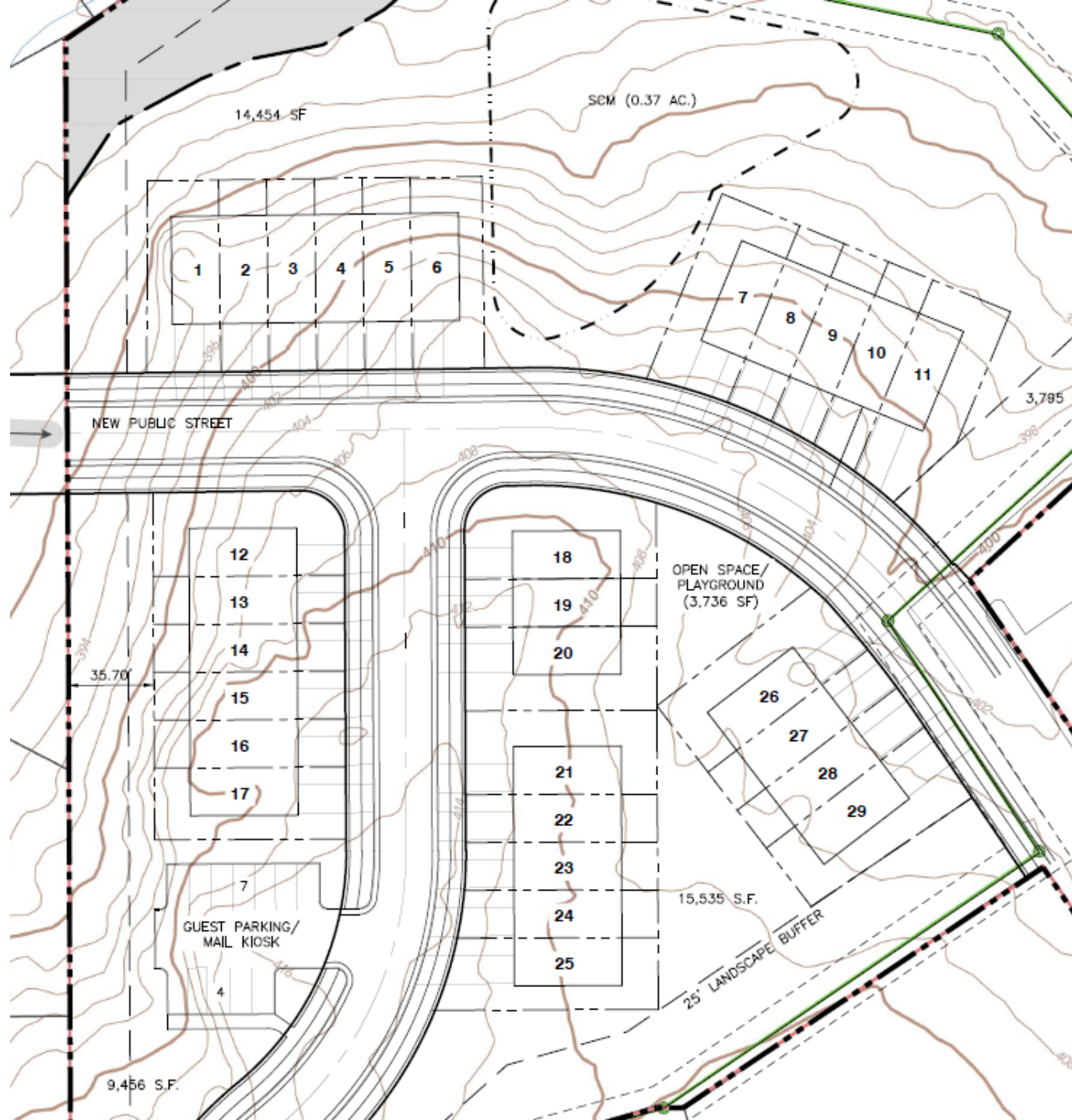
General Updates

- Habitat Wake is now **Habitat for Humanity Greater Raleigh!**
- Still in due diligence period, environmental review done
- In conceptual designs, able to add additional affordable units
(approximately 20 units originally proposed, **now 29 total units**)
- Soil/boring reports show that rock will not negatively impact site development

Draft site plan

- Proposed density: 4.5 units/acre
- Proposed zoning:
Residential 9 units/acre
- 2.25 parking spaces/unit, including guest spaces
- Open green space





Draft

Next Steps

- Finalizing pro forma to confirm feasibility
- Preconstruction meeting with Rolesville staff
- Rezoning – **ideally led by the Town**



Board of Commissioners

Item Memo

To: Mayor Currin and Town Board
From: Mical McFarland, Manager
Date: Tuesday, July 21, 2026
Re: 10.b. Rolesville Chamber of Commerce Report and Request for Funding—
 Malcolm Allen, Executive Director

Background

Each year, the Town of Rolesville and Chamber of Commerce enter into a Memorandum of Understanding (MOU) highlighting the partnership and coordination of activities and events between the two entities. The MOU also states the agreed upon financial contribution from the Town to the Chamber to support small businesses, entrepreneurship, and economic development. Attached herein is the Chamber's new request for support, as well as the previous 2025-2026 MOU for reference.

In the previous fiscal year, the Town contributed \$20,000 in monetary support for business support activities, \$7,500 to sponsor the BBQ & Bands Festival and Christmas Parade, and \$6,215.16 in in-kind support to provide office/meeting space at 200 E. Young St. (\$6,215.16 represented the market rate for leasing office space in Rolesville). In all, the Town provided \$33,715.16.

For the upcoming year, the Chamber is requesting approximately \$40,965.16, representing an increase of \$7,250 over last year.

(Note: the exact dollar amount for the continued lease of office space will be determined and included in the final MOU. Staff's estimation is that the amount will increase slightly as compared to last year's going market rate. In any case, calculating this amount is solely to show the value of in-kind support from the Town and doesn't impact the monetary contribution.)

Recommended Action

This discussion is an opportunity for the Town Board to hear a report from the Chamber and ask questions. Staff recommends approval of the MOU to continue partnering with and supporting the Chamber of Commerce and programs that promote economic

development and a good business climate in Rolesville.

If the Board is in agreement with the contents of the MOU, staff will update it accordingly and bring it back for the Consent Agenda at the August 18 Board Meeting.

Attachment

July 2026 Town Board Presentation , DRAFT Rolesville Chamber-Town MOU 2026-2027,
Rolesville Chamber-Town MOU 2025-26 Final Signed



The Future is FORWARD

WHERE WE WERE

- No valid 501 (c)(6) status
- Operating in the red financially
- No working relationship with the town and other community partners
- No strong community presence
- Lack of vision or direction
- Less than 20 vendors at the Rolesville BBQ and Bands Festival 2024

WHERE WE ARE

- Valid 501 (c)(6) status
- Operating in the black financially
- Great working relationship with the town and other community partners
- Strong community presence
 - Mingle on Main, Ribbon Cuttings, Monthly Networking, Stronger Marketing, Added Community Events
- Clear vision and goals
- 150+ vendors and 6,700+ attendees at the Rolesville BBQ and Bands Festival
- Enhanced 2025 Christmas Parade with grandstands and flash mob

WHERE WE'RE GOING

- Enhanced programs
 - Welcome Wagon
 - Youth Leadership
 - Launch Rolesville
 - Healthy Rolesville
 - Ambassador Program
 - Lunch and Learn
- Event expansion and enhancements
 - Rolesville Live Weekend
- Membership growth
- Financial independence



FORWARD

Cover Memo from the Chamber of Commerce

Thank you for your time and consideration during the review of the memorandum of understanding between the Town of Rolesville and the Rolesville Chamber of Commerce for the fiscal year 2026-2027. Within the Rolesville Chamber of Commerce, we have made quite a few changes focused on the removal of programs, processes, and procedures that hindered the streamlined development of the chamber and its ability to service the business community.

We have a vision that allows for greater economic development and community impact. We have revamped and/or added new events and programs that not only give appropriate engagement to the business community but show as a service to the community abroad. Through proper implementation of marketing programs and PR improvements, we will see a rise in the amount of media earned from local television, radio, and social media influencers. With these developments, the goal is to create a completely synergistic environment between the Town of Rolesville and the Rolesville Chamber of Commerce.

From that synergy, the chamber, through proper management, will eventually (within 3 years) be able to completely support itself through its creation and management of its own revenue streams. With proper management, the funding requested this year will serve as the appropriate kick starter to a great future.

Memorandum of Understanding (MOU)
Between the Town of Rolesville and the Rolesville Chamber of Commerce
Fiscal Year 2026-2027

This memorandum of understanding, made between the Town of Rolesville (hereinafter referred to as “the Town”) and the Rolesville Chamber of Commerce (hereinafter referred to as “the Chamber”), hereinafter referred to as the “agreement”.

WHEREAS, the Town and the Chamber both value and support the businesses in the Rolesville community; and

WHEREAS, the Town realizes the importance of the Rolesville Chamber of Commerce in supporting, networking, and promoting businesses in the Rolesville community; and

WHEREAS, the Town desires to support the efforts of the Chamber of Commerce in bringing the business community together by organizing and holding events.

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth below, the parties hereto agree as follows:

The Town agrees to:

1. Remain a member of the Chamber of Commerce and pay annual dues for the Community Leader level in the amount of \$500.
2. Contribute to the Chamber **\$34,750** throughout the fiscal year. Attached is a chart showing the fiscal participation by the Town per line item.
3. Provide offices for the Chamber to conduct business at 200 E. Young Street, a property owned by the Town (which equates to a current value of approximately \$6,215.16 per market rate lease). This will be an in-kind donation by the Town absorbing the cost.
4. Provide sponsorships and police officers at community-wide events such as Mingle on Main and the Christmas Parade. The Chamber will be responsible for covering the cost of police officers for Chamber events (e.g., BBQ and Bands, etc.).
5. Share use of/access to EastWakeTV to support and promote the Town and Rolesville businesses.

The Chamber agrees to:

1. Complement the Town’s economic development efforts through:
 - a. Launch Rolesville, a program which supports and promotes entrepreneurship and small business development in Rolesville.
 - b. The Youth Leadership Program, a program which educates our youth about our business community, encourages them to assume leadership roles in our schools, and to become more involved in Rolesville’s civic, cultural and economic development, as well as philanthropic organizations and groups.
 - c. Local Business Retention and Expansion (BRE) in partnership with the Town’s Economic Development Manager to engage and support the local business community and promote economic development.
 - d. Participation with the Town to communicate and organize activities and events that market Rolesville as a great place to do business, promote tourism, help recruit new business, and

create a good business climate in Rolesville. Events include Mingle on Main, BBQ and Bands, Healthy Rolesville Wellness Expo, and the Community Business Expo.

- e. Development of resources to promote the Town and business community, such as online marketing and a “Welcome Wagon” packet of information for new residents.

- 2. Per the provisions of N.C. General Statute 55A-16-24, provide quarterly financial statements to the Town, as well as a report of activities showing how the funds received from the Town of Rolesville are being used. Documents are to be received prior to the signing of the subsequent fiscal year’s MOU.

This agreement is effective from the date of execution until June 30, 2027. At any point in time, either party may request that the responsibilities be amended. This agreement can be cancelled at any time throughout the term by either party with 30 days prior written notice to the other party.

Agreed upon this ____ day of _____ by the Town of Rolesville Board of Commissioners

Town of Rolesville
Mayor

Rolesville Chamber of Commerce
Chair

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

Finance Officer

Date

***Town of Rolesville Contribution to the Rolesville Chamber of Commerce
Fiscal Year 2026-27***

Programs	Last Year's Expense	This Year's Request	Description of what the funds go towards; and reason/justification for the request.
Launch Rolesville	\$4,693.22	\$4,000	Program that educates new entrepreneurs about the various aspects needed to be successful; Venue and food
Lunch and Learn Series	N/A	\$1,000	Program that offers various workshops to business owners on topics that will keep them relevant with best-business practices; Workshop facilitators, materials, and food
Ambassador Program	N/A	\$500	Program that educates and commissions a team of chamber members to cover a certain geographical area of business in Rolesville to serve as physical presence of support and representative voice for any concerns; Badges, supplies, training
Youth Leadership	N/A	\$5,000	Program to give high school students a well-rounded overview of leadership skills, entrepreneurial experiences, and community awareness; Materials, supplies, food
Events (Sponsorships)			
BBQ & Bands	\$50,000	\$10,000	Community event that fosters community engagement, tourism, and supports small businesses; Production
Christmas Parade	\$10,036.16	\$5,000	Community event that highlights the town and fosters tourism; Bleachers, production
Mingle on Main	\$2,608.71 (cost over 4 months)	\$2,500	Brings attention specifically to downtown Rolesville and supports local businesses; Musicians, marketing, signage
Military Appreciation Luncheon	\$1,500	\$1000	Appreciation event for veterans and active-duty military; Food, venue, marketing
Seniors Showdown	N/A	\$500	Free Senior Dance Party; Marketing, prizes for contest winners
Healthy Rolesville Wellness Expo	N/A	\$1000	Community event to promote and bring awareness to the 5 pillars of health while supporting local businesses that provide services in those areas; Production, marketing
Community Business Expo	N/A	\$1000	Community event that will be free for businesses to showcase their goods and services and also serve as a job fair. Will include youth entrepreneur section; Venue, signage, marketing
Organizational Expenses			
Website, Technology & Marketing	\$7,500	\$2,250	Website fees, CRM platform, marketing services
Welcome Wagon	N/A	\$1,000	Swag, flyers, coupons, and information provided to new Rolesville residents on behalf of the town; Materials
Value of in-kind Contribution (office space)		\$6,215.16	Office and meeting space at 200 E. Young Street
Total Allocation		\$40,965.16	

Memorandum of Understanding (MOU)
Between the Town of Rolesville and the Rolesville Chamber of Commerce
Fiscal Year 2025-2026

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WHEREAS, the Town realizes the importance of the Rolesville Chamber of Commerce in supporting, networking, and promoting businesses in the Rolesville community; and

WHEREAS, the Town desires to support the efforts of the Chamber of Commerce in bringing the business community together by organizing and holding events.

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth below, the parties hereto agree as follows:

The Town agrees to:

1. Remain a member of the Chamber and pay annual dues for the Community Leader Partner level in the amount of \$500.
2. Contribute to the Chamber \$20,000 throughout the fiscal year. Included is a chart showing the fiscal participation by the Town per line item.
3. Provide offices for the Chamber to conduct business at 200 E. Young Street, a property owned by the Town (which equates to a current value of approximately \$6,215.16 per market rate lease). This will be an in-kind donation by the Town absorbing the cost.
4. Provide sponsorships and police officers at community-wide events such as the annual BBQ & Bands Festival and Christmas Parade.
5. Share use of/access to EastWakeTV to support and promote the Town and Rolesville businesses.

The Chamber agrees to:

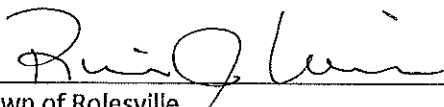
1. Complement the Town's economic development efforts through:
 - a. Launch Rolesville, a program which supports and promotes entrepreneurship and small business development in Rolesville.
 - b. Local Business Retention and Expansion (BRE) in partnership with the Town's Economic Development Director to engage and support the local business community and promote economic development.
 - c. Participation with the Town to communicate and organize activities and events that market Rolesville as a great place to do business, promote tourism, help recruit new business, and create a

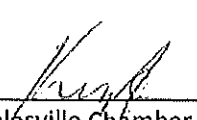
good business climate in Rolesville. Events include the BBQ & Bands Festival and Christmas Parade.

2. Per the provisions of N.C. General Statute 55A-16-24, provide annual financial statements to the Town, as well as a report of activities showing how the funds received from the Town of Rolesville are being used. Documents are to be received prior to the signing of the subsequent fiscal year's MOU.

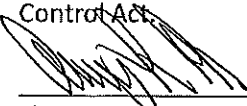
This agreement is effective from the date of execution until June 30, 2026. At any point in time, either party may request that the responsibilities be amended. This agreement can be cancelled at any time throughout the term by either party with 30 days prior written notice to the other party.

Agreed upon this 2 day of September by the Town of Rolesville Board of Commissioners


Town of Rolesville
Mayor

 9/3/25
Rolesville Chamber of Commerce
Chair

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

 9/3/25
Finance Officer Date

***Contribution to the Rolesville Chamber of Commerce
Fiscal Year 2025-26***

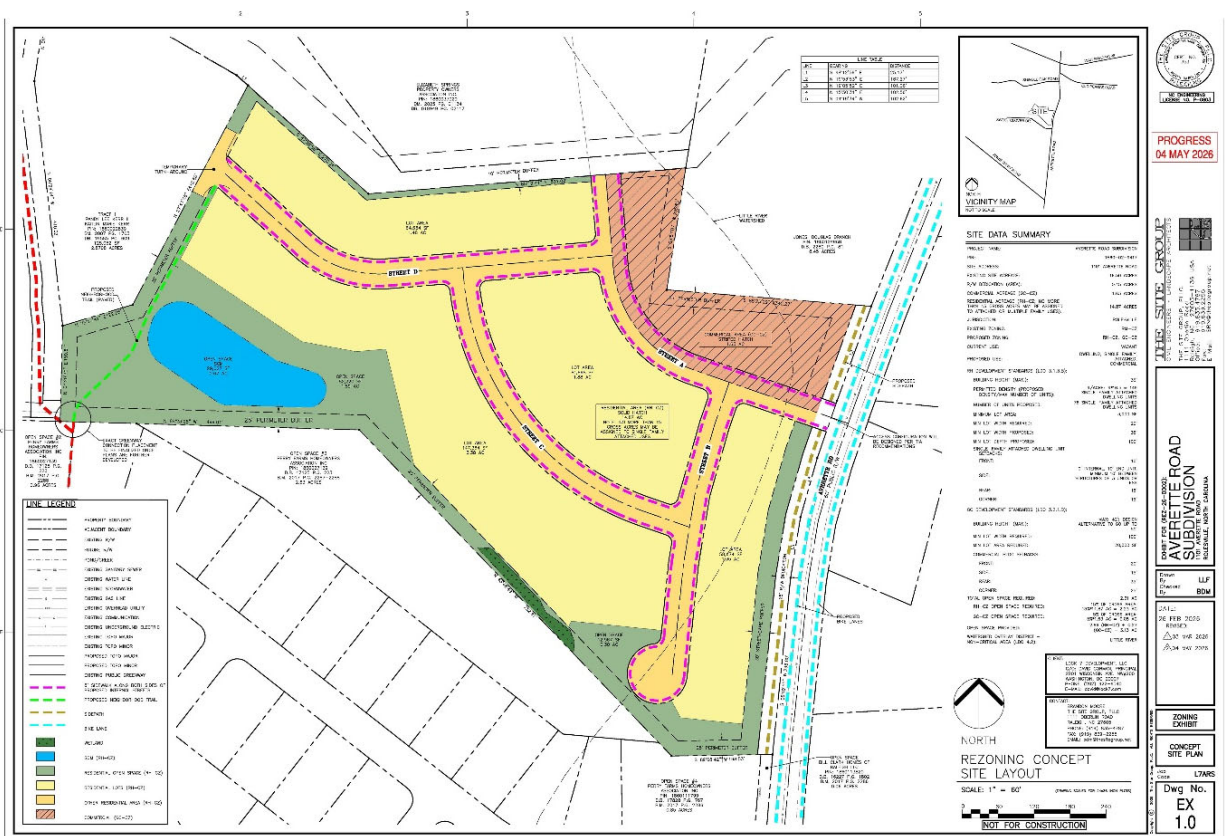
Category	Allocation
Launch Rolesville	\$5,000
Economic Development Programming	\$15,000
Total Monetary Contribution	\$20,000.00
Value of In-kind Contribution (Office Space)	\$6,215.16
Total Support (in-kind and cash)	\$26,215.16

Memo

To: Mayor Currin and Town Board of Commissioners
From: Stephen Wensman, Planning Director
Date: Meeting Held July 21, 2026
Re: REZ-26-0002 – 1101 Averette Road

Application & Site Data

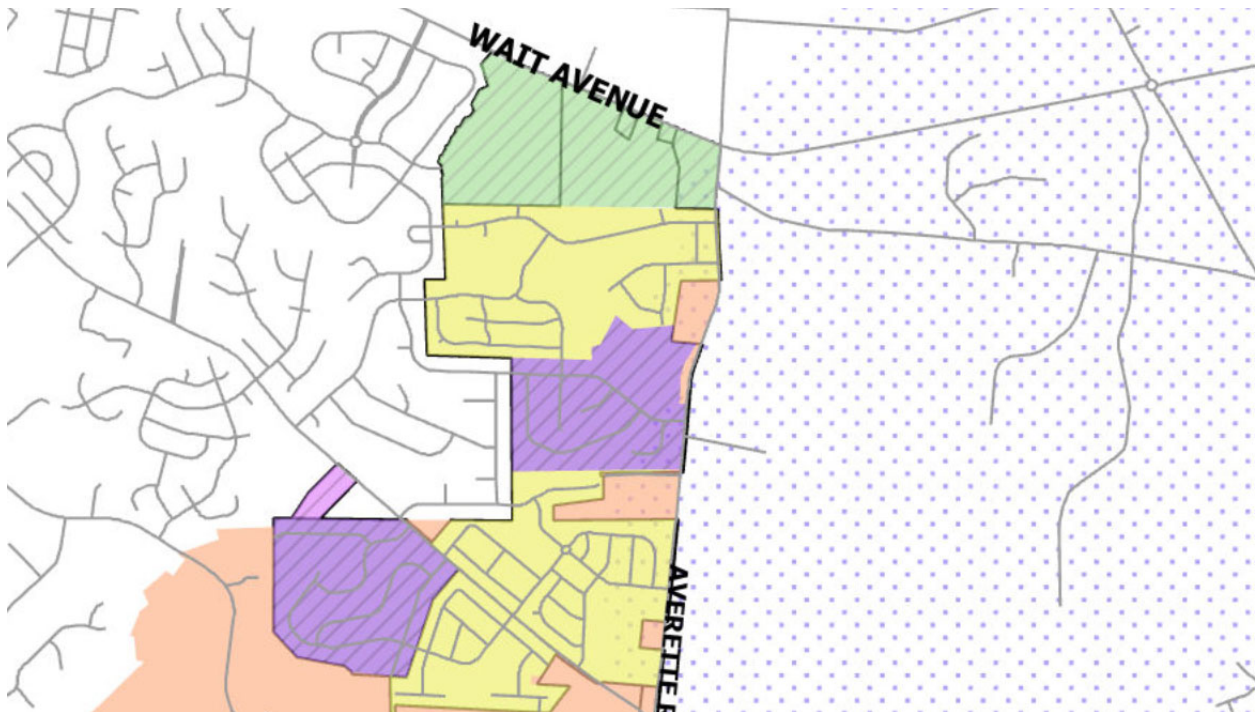
The Town of Rolesville Planning Department received a Zoning Map Amendment (Rezoning) application in March 2026 for property located at 1101 Averette Road. The request is to change the zoning district from the existing Residential Medium Conditional Zoning District (RM-CZ) to Residential High Conditional Zoning District (RH-CZ) and General Commercial Conditional Zoning District (GC-CZ). The Applicant has included a set of proposed Conditions of Approval and a Concept Site Plan in relation to the Conditional Zoning aspect.



1101 Averette Road Concept Site Plan

Key information from the Rezoning application is in the Table below:

Application Details	
<u>Application</u>	<u>REZ-26-0002 – 1101 Averette Road</u>
Address / PIN	1101 Averette Road (1860029417)
Owner	Wake Forest Church of the Nazarene
Applicant	Lock 7 Development, LLC, C/O David Gorman, Principal
Area	16.50 acres
Current Zoning	Residential Medium Conditional Zoning District (RM-CZ)
Proposed Zoning	14.75 ac. - Residential High-Density Conditional Zoning District (RH-CZ) 1.74 ac. - General Commercial Conditional Zoning District (GC-CZ)
Current Use	Vacant
Proposed Use	Single-Family Attached Housing (76 dwelling units) on 14.75 acres and Commercial Development on 1.74 acres



Town of Rolesville Zoning Map (portion of)

Applicant Justification

The Applicant provided a Justification Statement for their rezoning request; it is included as **Attachment 3**. The statement notes the request is consistent with the Town of Rolesville's Comprehensive Plan, Community Transportation Plan, and Greenway/Bike Plans. The proposed residential and commercial uses align with policy plan guidance.

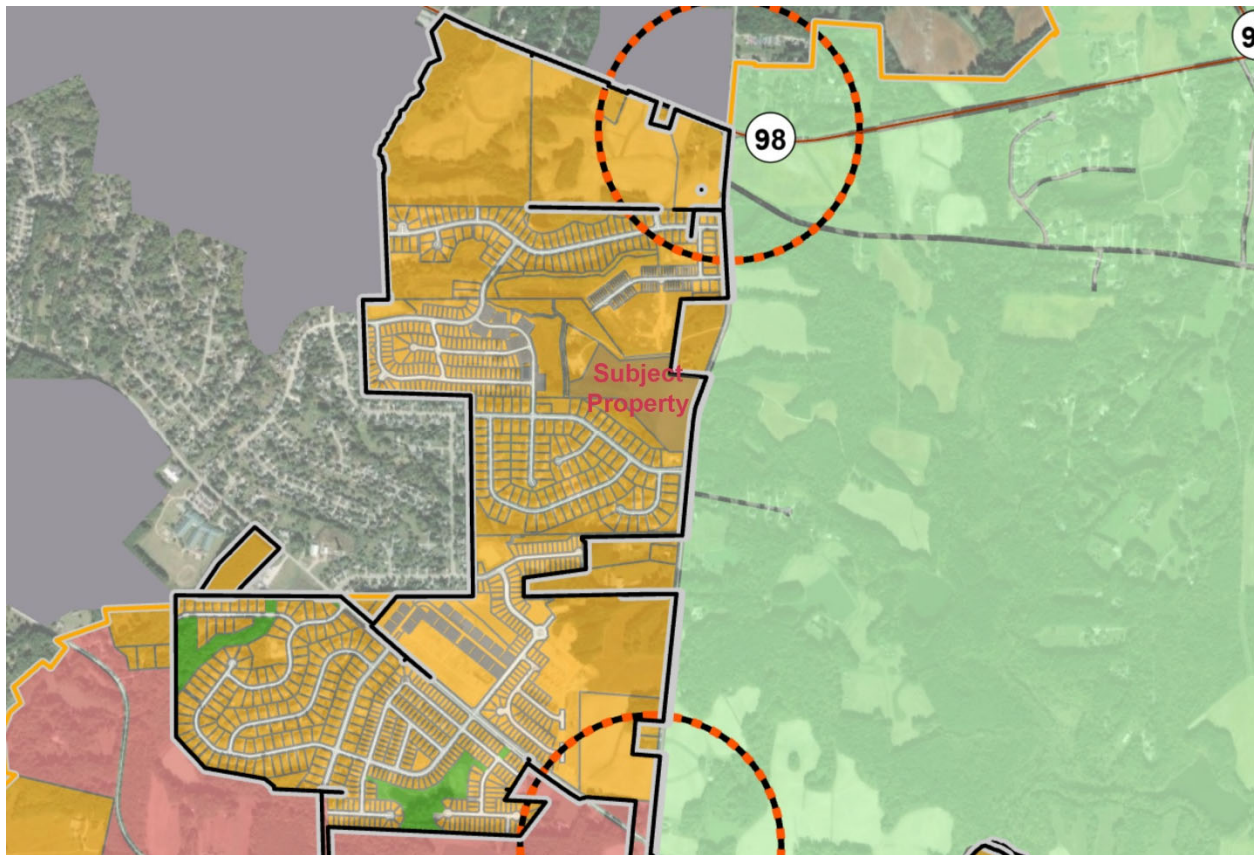
Proposed Conditions of Approval - Attachment 5

The Applicant's proposed Conditions of Approval include (paraphrased):

1. Substantial conformance with the Concept Site Plan.
2. For the portion of the property with proposed RH-CZ zoning, the only permitted uses are Single Family Detached and Attached Dwellings. This portion includes a maximum of **76** single-family Attached dwelling units, with any Single Family Attached building containing no more than 3 units.
3. For the portion of the property with proposed GC-CZ zoning, 17 uses are prohibited such as Gas Station and Vehicle, Minor Service.
4. The development shall include at least one pollinator garden.
5. Developer shall construct a connection to the existing greenway located on the southwestern corner of the parcel.

Neighborhood Meeting

The Applicant held a neighborhood meeting on April 30, 2026 at the Rolesville Community Center. The neighborhood meeting report is included as **Attachment 6**. There were 19 attendees at the meeting.



Town of Rolesville Future Land Use Map (portion of)

Comprehensive Plan

Land Use

The Rolesville 2050 Comprehensive Plan's Future Land Use Map identifies the subject property as Mixed-Residential Community (shown above in mustard yellow). The Mixed-Residential is largely Single Family subdivisions with some non-residential uses at key intersections.

The Comprehensive Plan explains that in northern Rolesville, including this site, these neighborhoods are largely established, and interconnectivity and limited commercial variety will be important for future development and redevelopment. The intent of this category is to provide unique and diverse residential opportunities and amenities through the Town while encouraging interconnectivity via multi-modal connections.

Community Transportation Plan

The Town's Community Transportation Plan (CTP, adopted 2021) includes recommendations for Thoroughfares, Collectors, and intersections. Below are the recommendations that affect the subject property:

Thoroughfare Recommendations

- Averette Road: 4-lane divided (narrow raised median) with curb & gutter, bike lanes, and sidewalk within an ultimate 110' wide right-of-way.

Greenway and Bike Plans

As per the 2022 Greenway and Bike Plans, proposed pedestrian routes are shown in the following locations:

- A 10' sidepath is required along the project side within the right-of-way of Averette Road.

Consistency

The Applicant's rezoning request is **consistent** with the Town of Rolesville's Comprehensive Plan, Community Transportation Plan, and Greenway Plan for the following reasons:

- As per Rolesville's 2050 Comprehensive Plan, model uses within the Mixed-Residential Community land use category include Single Family Homes, Small Townhomes, and Limited Nonresidential at key intersections. While 1101 Averette Road is not a key intersection, it is located on a major north-south route through Rolesville. Single Family Attached Housing and Commercial development are consistent with Mixed-Residential Community.
- The Concept Site Plan illustrates a 25-foot right-of-way dedication for Averette Road widening, and a proposed 10' Sidepath.

Traffic

Traffic Impact Analysis

The consulting firm, DRMP, one of the Town's on-call transportation consultants, performed the Traffic Impact Analysis (TIA) for this project, studying a scope of development of:

- 76 Single-Family Attached Housing Dwelling Units
- 5,000 SF of Strip Retail Space

The Final Report dated February 2026 is included as **Attachment 7** to this memo.

TIA Summary - Trip Generation						
Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Townhomes (215)	76 DU	500	7	23	20	15
Strip Retail (822)	5 KSF	272	11	9	16	15
Total Trips		772	18	32	36	30

Two intersections were studied for capacity analysis and the Level of Service (LOS) impact of this development. Recommendations for improvements are listed in the table below.

TIA Summary – Recommendations	
<i>Wait Avenue and Averette Road – Improvements by Rosedale Development</i>	Extend eastbound left turn lane to provide 250 feet of storage plus appropriate deceleration and taper.
<i>Wait Avenue and Averette Road – Improvements by Others</i>	- Construct northbound left turn lane with 200 feet of storage plus appropriate deceleration and taper. - Restripe southbound approach to an exclusive left turn lane and a shared through-right lane. - These improvements are based on signal plans found in NCDOT database but not constructed in the field.
<i>Averette Road and Site Access – Improvements by Developer</i>	- Construct Site Access with one ingress / one egress lane. - Construct ingress left turn lane with 50 feet of storage plus appropriate deceleration and taper. - Provide stop control for Site Access.

Development Review

The Technical Review Committee (TRC) reviewed two (2) submittals of the Rezoning application and attachments, with comments being resolved.

Staff Analysis/ Recommendation

The Application seeks to change the zoning to a mix of RH-CZ and GC-CZ for:

- The single-family attached component entails a maximum of seventy-six (76) Townhome dwellings at a density of approximately 5.11 units per gross site acre.
- The commercial component entails a maximum of five thousand (5,000) square feet of strip retail development.

LDO Section 3.1.3. for the RH District permits up to nine (9) Single Family Attached dwelling units per acre. The proposed density of 5.11 units per acre is below this maximum allowed density. Residential units, detached or attached, are consistent with the Mixed Residential Community as a land use.

Under the existing RM-CZ zoning which permits creation of 15,000 SF minimum Single Family Detached lots, a theoretical yield of 48 home lots could be achieved on the 16.50-acre site. The reality is that major spatial requirements like minimum open space, major road right-of-way area, stormwater management, and unknown amounts of 50' wide right-of-way for local streets to achieve lot frontage for every lot, the practical yield is estimated to be more like 30 – 33 lots.

The Conditions of Approval commit to a series of offers that work to improve upon the minimum development standards of the Land Development Ordinance. By-right development would yield no such conditions.

Planning Board Recommendation

At their meeting on May 18, 2026, the Planning Board unanimously recommended approval of TA-26-0002 – 1101 Averette Road with a vote of 6 – 0.

Plan Consistency and Reasonableness Statement

As noted above under the Comprehensive Plan section of this report and the Staff analysis, the rezoning request for the subject parcels is consistent with Rolesville's vision in Policy documents and the Board of Commissioners' legislative decisions over the past several years. Rezoning application REZ-26-0002 – 1101 Averette Road is thus consistent and is therefore reasonable.

Proposed Motions

- Motion to **approve** Zoning Map Amendment request **REZ-26-0002 – 1101 Averette Road**, based on *consistency* with Rolesville's 2050 Comprehensive Plan Civic future land use designation, Mixed Residential Community.

Or

- Motion to **deny** Zoning Map Amendment request **REZ-26-0002 – 1101 Averette Road** based on *inconsistency* with Rolesville's 2050 Comprehensive Plan for the following reasons: _____.

If REZ-26-0002 is approved:

- Motion to adopt a Statement of Consistency and Reasonableness as **REZ-26-0002** is consistent with Rolesville's Comprehensive Plan, aligning with the Mixed Residential Community, and is therefore reasonable.

Or

- Motion to continue **REZ-26-0002 – 1101 Averette Road** to a future Town Board of Commissioners' meeting. (Provide date certain.)

Attachments to Memo

1	Property Deed
2	Legal Description
3	Applicant Justification Statement – March 5, 2026
4	Concept Site Plan – May 5, 2026
5	Proposed Conditions of Approval – May 14, 2026
6	Neighborhood Meeting Minutes – April 30, 2026
7	Traffic Impact Analysis (TIA) Report – April 30, 2026
8	Vicinity Map
9	Rezoning Ordinance

ATTACHMENT 1

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1584.00

Parcel Identifier No Out of 0091467

This instrument was prepared by Burns, Day & Presnell, PA

Return to Grantee

Brief description for the Index: New Lot 1 BM2017-2572

THIS DEED made this 18th day of December, 2017, by and between

GRANTOR	GRANTEE
Kevin H. Jones and spouse, Rebecca S. Jones Dana Marie Jones, unmarried; Kirby Vaughn Pearce and spouse, Terry Jones Pearce	Wake Forest Church of the Nazarene 203 Capcom Ave., Suite 114 Wake Forest, NC 27587
Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.	

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Wake County, North Carolina and more particularly described as follows:

Being all of New Lot 1, shown as 17.03 total acres on map entitled "Property of Kevin H. Jones, Dana Marie Jones, Kirby Vaughn Pearce & Terry Jones Pearce" recorded in Book of Maps 2017, Page 2572, Wake County Registry, North Carolina

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15950, Page 2400, et seq, Wake County Registry.

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

A map showing the above described property is recorded in Book of Maps 2017, Page 2572.

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

And the Grantor covenants with the 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 against the lawful claims of all persons whomsoever, other than the following exceptions:

Ad valorem taxes

Restrictions and easements of record

Right of Way of NCSR 1945

IN WITNESS WHEREOF, the Grantors have duly executed the foregoing as of the day and year first above written.

Kirby Vaughn Pearce (Seal)
Kirby Vaughn Pearce

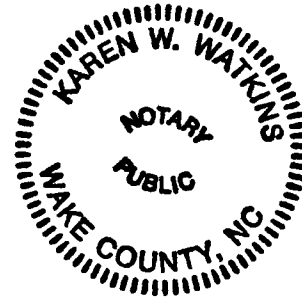
Terry Jones Pearce (Seal)
Terry Jones Pearce

State of North Carolina – County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Kirby Vaughn Pearce and Terry Jones Pearce personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18 day of December, 2017.

My Commission Expires: 9/21/2021
(Affix Stamped Seal – not embossed seal and not in the margins)

Karen W. Watkins
Karen W. Watkins Notary Public
Notary's Printed or Typed Name



IN WITNESS WHEREOF, the Grantors have duly executed the foregoing as of the day and year first above written.

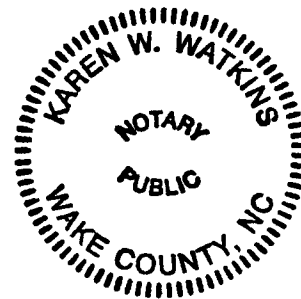
Dana Marie Jones (Seal)
Dana Marie Jones

State of North Carolina – County of Wake

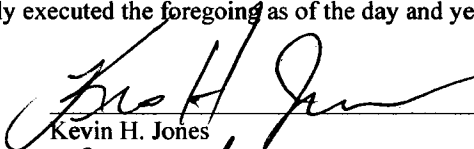
I, the undersigned Notary Public of the County and State aforesaid, certify that Dana Marie Jones personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18 day of December, 2017.

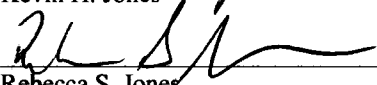
My Commission Expires: 9/21/2021
(Affix Stamped Seal – not embossed/seal and not in the margins)

Karen W. Watkins
Karen W. Watkins Notary Public
Notary's Printed or Typed Name



IN WITNESS WHEREOF, the Grantors have duly executed the foregoing as of the day and year first above written.

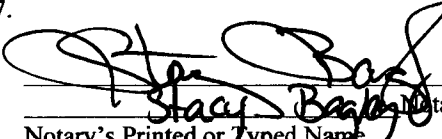
 (Seal)
Kevin H. Jones

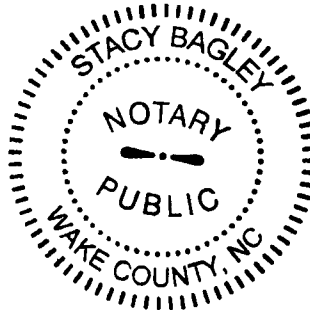
 (Seal)
Rebecca S. Jones

State of North Carolina – County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Kevin H. Jones and Rebecca S. Jones personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18th day of December, 2017.

My Commission Expires: 8/5/2022
(Affix Stamped Seal – not embossed seal and not in the margins)


Notary's Printed or Typed Name _____ Notary Public



AREA TO BE REZONED "GC-CZ":

COMMENCING AT AN EXISTING IRON PIPE AT THE WESTERN RIGHT-OF-WAY OF AVERETTE ROAD, SAID PIPE BEING THE SOUTHEASTERN PROPERTY CORNER OF LOT 1 AS SHOWN IN BOOK OF MAPS 2017, PAGE 2752, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 801865.49 FEET AND E: 2161345.62 FEET; THENCE ALONG AND WITH SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD N 05°49'11" E A DISTANCE OF 295.80 FEET TO A POINT; THENCE N 09°19'34" E A DISTANCE OF 102.62 FEET TO A POINT; THENCE N 15°50'31" E A DISTANCE OF 102.56 FEET TO A POINT; THENCE N 19°05'52" E A DISTANCE OF 71.19 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF AVERETTE N 70°54'08" W A DISTANCE OF 243.31 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE RIGHT AN ARC DISTANCE OF 231.19 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF N 37°47'14" W AND A CHORD DISTANCE OF 218.53 FEET TO A POINT; THENCE N 04°40'19" W A DISTANCE OF 153.13 FEET TO A POINT; THENCE N 85°19'41" E A DISTANCE OF 134.00 FEET TO AN EXISTING IRON PIPE; THENCE S 08°53'07" W A DISTANCE OF 205.50 FEET TO A BENT EXISTING IRON PIPE, SAID PIPE BEING THE SOUTHWESTERN PROPERTY CORNER OF TRACT 4 AS RECORDED IN DEED BOOK 19157, PAGE 894, WAKE COUNTY REGISTRY; THENCE S 85°25'29" E A DISTANCE OF 342.27 FEET TO A POINT AT SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD; THENCE ALONG AND WITH SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD S 19°53'53" W A DISTANCE OF 167.27 FEET TO A POINT; THENCE S 19°05'52" W A DISTANCE OF 29.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.7425 ACRES.

AREA TO BE REZONED "RH-CZ":

BEGINNING AT AN EXISTING IRON PIPE AT THE WESTERN RIGHT-OF-WAY OF AVERETTE ROAD, SAID PIPE BEING THE SOUTHEASTERN PROPERTY CORNER OF LOT 1 AS SHOWN IN BOOK OF MAPS 2017, PAGE 2752, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 801865.49 FEET AND E: 2161345.62 FEET; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD S 89°08'42" W A DISTANCE OF 168.53 FEET TO A BENT EXISTING IRON PIPE; THENCE N 43°46'49" W A DISTANCE OF 752.81 FEET TO AN EXISTING IRON PIPE; THENCE N 88°23'25" W A DISTANCE OF 499.01 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERN PROPERTY CORNER OF OPEN SPACE #4 AS SHOWN IN BOOK OF MAPS 2023, PAGE 842, WAKE COUNTY REGISTRY; THENCE N 01°29'30" E A DISTANCE OF 159.51 FEET TO AN EXISTING IRON PIPE, SAID PIPE HAVING NC GRID(NAD '83/2011) COORDINATES OF N: 802579.97 FEET AND E: 2160161.59 FEET; THENCE N 73°13'41" E A DISTANCE OF 122.26 FEET TO A POINT; THENCE N 27°43'56" E A DISTANCE OF 412.60 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE NORTHEASTERN PROPERTY CORNER OF TRACT 1 AS SHOWN IN BOOK OF MAPS 2007, PAGE 1763, WAKE COUNTY REGISTRY; THENCE S 47°59'56" E A DISTANCE OF 270.34 FEET TO AN EXISTING IRON PIPE; THENCE N 85°19'41" E A DISTANCE OF 397.02 FEET TO A POINT; THENCE S 04°40'19" E A DISTANCE OF 153.13 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE LEFT AN ARC DISTANCE OF 231.19 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF S 37°47'14" E AND A CHORD DISTANCE OF 218.53 FEET TO A POINT; THENCE S 70°54'08" E A DISTANCE OF 243.31 FEET TO A POINT AT SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD; THENCE ALONG AND WITH SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD S 19°05'52" W A DISTANCE OF 71.19 FEET TO A POINT; THENCE S 15°50'31" W A DISTANCE OF 102.56 FEET TO A POINT; THENCE S 09°19'34" W A DISTANCE OF 102.62 FEET TO A POINT; THENCE S 05°49'11" W A DISTANCE OF 295.80 FEET TO THE POINT OF BEGINNING, CONTAINING 14.7574 ACRES.

**Statement of Justification
1101 Averette Road**

The requested rezoning of 1101 Averette Road from RM-CZ and RL to RH-CZ and GC-CZ is consistent with the Comprehensive Plan, Community Transportation Plan, Bicycle and Greenway Plans, and other adopted Town policies. The proposed residential and commercial use align with long-range land use guidance and support connected, walkable neighborhoods. The project will include neighborhood focused commercial space, new greenway connections and trail amenities, enhancing pedestrian and bicycle access within the community and linking to existing and planned regional trail networks.

The application does not conflict with the Land Development Ordinance or the Town Code of Ordinances. The RH-CZ and GC-CZ districts are an appropriate zoning classification for the site and allows development in full compliance with Town standards.

The proposed RH-CZ zoning permits residential uses that are compatible with surrounding properties, which include a mix of attached and detached residential neighborhoods at similar or higher densities. The request represents a continuation of the established residential character of the area.

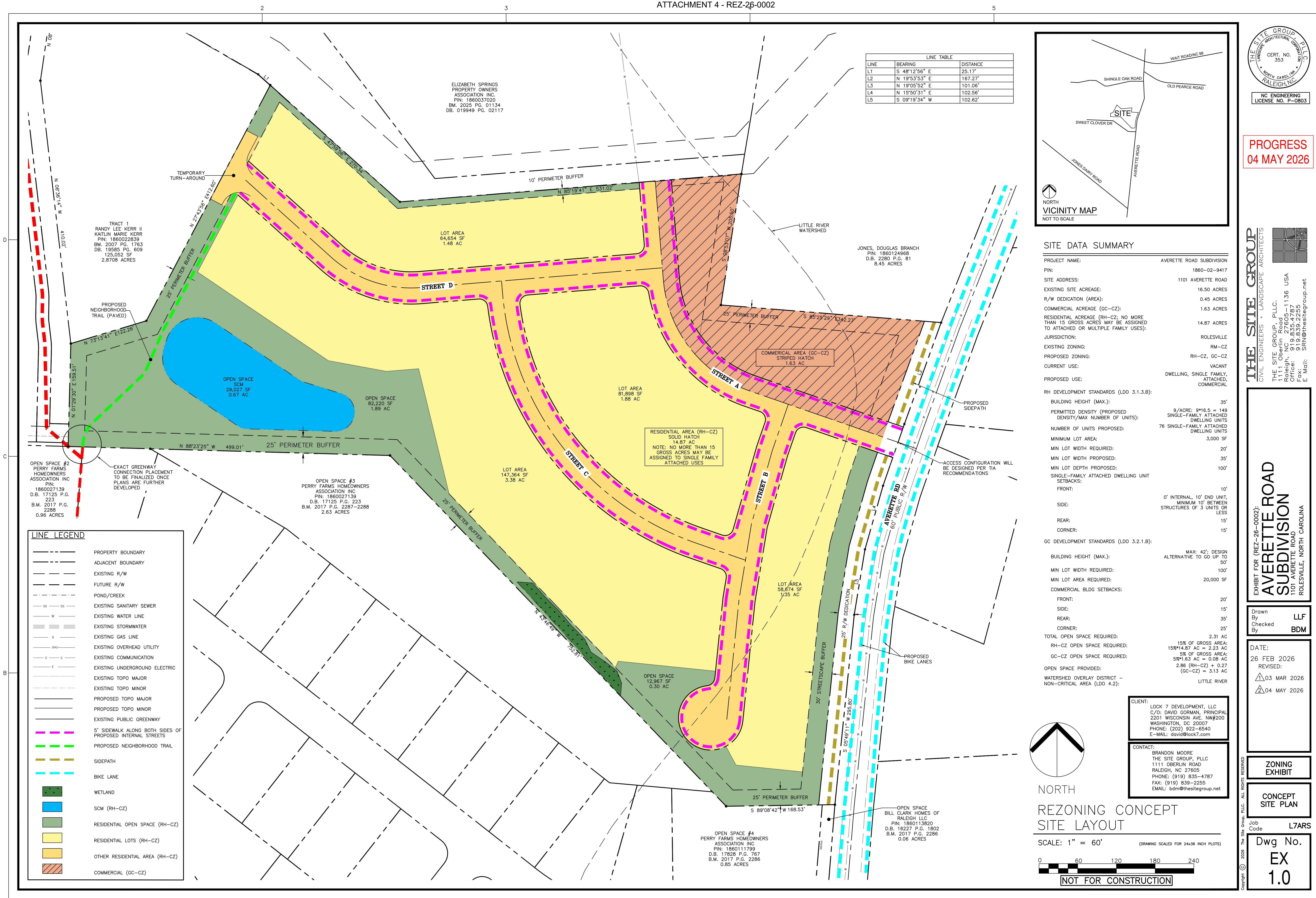
The proposed GC-CZ zoning would introduce neighborhood-serving uses in an area that currently lacks nearby commercial services. While surrounding properties consist primarily of residential development, the request provides an opportunity to complement the existing neighborhoods by establishing convenient, local-serving commercial space and enhancing the overall functionality of the area.

The site is well suited for efficient development within the Town and can be adequately served by the existing street network and public facilities. The proposal supports safe access, reasonable traffic operations, and efficient use of public services.

The proposed development is not anticipated to result in adverse impacts to water, air, noise, stormwater, wildlife, vegetation, wetlands, or overall environmental function, with detailed impacts addressed through subsequent review.

In addition to providing desirable housing and new commercial space, the project aims to support the local community through initiatives that would benefit local veterans. This might include a per-lot contribution to a veterans-focused nonprofit or a partnership to donate a home to a local veteran. Potential partners include but are not limited to; Homes for Heroes, Operation Coming Home or Habitat for Humanity. Such efforts reflect the project's broader social benefit and reinforce its positive impact on the community.

The proposed conditional zoning commitments are reasonable, enforceable, and mitigate anticipated impacts. The conditions ensure the development will have no greater impact on adjacent properties or the community than permitted under the corresponding RH-CZ and GC-CZ zoning district.



Proposed Zoning Conditions
1101 Averette Road
5/19/2026

1. The development of the property shall be in substantial conformance with the accompanying Concept Site Plan. Locations shown for committed elements including, but not limited to greenways, streets, and open areas shown on the Concept Site Plan, may be adjusted to conform to LDO requirements or as permitted as a minor adjustment by the Land Development Administrator.
2. For the portion of the Property zoned, RH-CZ, there shall be a maximum of seventy-six (76) dwelling units and any townhome dwellings shall contain no more than three (3) attached units. The only permitted use within the RH-CZ District shall be:
 - a. Dwellings, Single Family, Attached
3. For the portion of the Property zoned CG-CZ, the following Principal Uses as listed in LDO Table 5.1 shall be prohibited:
 - a. Dwelling, Upper Story Unit
 - b. Lodge or Private Clubs
 - c. Schools (K-12)
 - d. Bars and Nightclubs
 - e. Funeral Home
 - f. Gas Station
 - g. Golf Course
 - h. Self-Storage Enclosed
 - i. Tattoo Establishment
 - j. Vape and Tobacco Store
 - k. Vehicle, Rental and Sales
 - l. Vehicle, Minor Service
 - m. Minor Utility
 - n. Major Utility
 - o. Minor Transportation Installation
 - p. Telecommunication Tower
 - q. Water Storage Tower
4. Pollinator Garden: The development shall include at least one pollinator garden. The pollinator garden shall be a landscaped garden in which at least seventy five percent (75%) of all plants, excluding grasses, are native milkweeds and other nectar-rich flowers. The final location(s) of pollinator garden shall be determined at subsequent stages of approval and will be identified on the landscape plan submitted with the construction drawings. The pollinator garden shall be constructed prior to the issuance of the final residential building permit.

Property Owner: Wake Forest Church of the Nazarene

Date

5. Developer shall construct a connection to the existing greenway located on the Southwest corner of the parcel.
6. Provided that the Town of Rolesville actually establishes the Rolesville Affordable Housing Fund prior to the developer's first request for a residential Certificate of Occupancy, developer shall donate \$25,000 to the Rolesville Affordable Housing Fund prior to the issuance of the first residential Certificate of Occupancy. For the avoidance of doubt, the developer shall not be required to donate to the Rolesville Affordable Housing Fund if such fund has not been actually established at the time the developer submits its first request for a residential Certificate of Occupancy.

Property Owner: Wake Forest Church of the Nazarene

Date

ATTACHMENT 6B

Neighborhood Meeting Attendee's
 1101 Averette Road
 REZ-26-0002

Name	Address	Email
Marvin Baker	1513 Sweetclover Dr	marvbaker7@gmail.com
Phil Mitchell	1544 Sweetclover Dr	philm022506@gmail.com
Meredith Valentine	-	murphyv68@gmail.com
Debra Hall	1545 Sweetclover Dr	debrahall814@gmail.com
Andre Boilard	1601 Sweetclover Dr	-
Melissa Boilard	1601 Sweetclover Dr	cmissy18@gmail.com
Steve Casto	137 Sam Court	sskcasto@verizon.net
Roshanda Bullock	132 Sam Court	rbullockhoa@gmail.com
Samuel Lazoff	116 Sam Court	slazoff@gmail.com
Eric Surber	116 Sam Court	3ricjs@gmail.com
Sarah Owen	255 Shingle Oak Rd	sarahcrawford7347@hotmail.com
Tom Hankins	920 Averette Rd	tomhankins@snyderhankins.com
Andrew Lloyd	1532 Sweetclover Dr	alloyd@vt.edu
Randy and Kaitlin Kerr	1121 Averette Rd	kerr.kaitlinm@gmail.com
John and Kristy Myracle	1116 Bessie Ct	wedgeferd@gmail.com
Pierre Duncan	1521 Sweet Clover Dr	-
Anitra Duncan	1521 Sweet Clover Dr	-

Neighborhood Meeting Minutes
1101 Averette Road
REZ-26-0002

4/30/2026

Start Time: 5:30pm

The applicant hosted an informational meeting for the proposed project on April 30, 2026 at the Rolesville Community Center. Nineteen neighboring residents attended the meeting (attendance sheet attached). During the meeting, the applicant presented an overview of the proposed project and provided the attendees with an opportunity to ask questions and express any concerns about the project. The following topics were discussed:

- Process and timeline
 - The applicant provided an overview of the rezoning process, including key steps such as staff review, Planning Board and Board of Commissioners. An anticipated timeline was outlined, along with opportunities for continued public input throughout the process. Residents asked questions about when decisions would be made and how they could stay engaged as the project progresses.
- Overview of the project
 - What kinds of residential buildings are being considered?
 - This project will consist of single family attached residential units, which in Rolesville are classified as townhomes. There will be a maximum of 80 residential units. The zoning conditions will not allow garden style apartments or more than 3 homes per building.
 - Will this affect traffic along Averette Road?
 - Based on the traffic study recently submitted to the Town, there will be minimal impacts to the existing conditions. This project will be dedicating right-of-way frontage for future improvements to Averette Road.
 - What's the idea behind the commercial space?
 - The commercial space is intended to serve the surrounding neighborhood, with up to 5,000 square feet available for tenants. Potential uses could include a sandwich shop, ice cream spot, coffee shop, or yoga studio.
 - Will this project include amenities?
 - Yes, this project will include commercial space accessible by sidewalks and greenway trails as well as a pollinator garden.
 - How will people get in and out of the site?
 - There will be two points of ingress and egress. The main entrance will be off of Averette Road, with the second access point connecting to Barred Owl Trail at the northern border.
 - Can the utilities handle this?

- The development team will keep coordinating with the City of Raleigh and the Town of Rolesville to confirm the project is supported by existing utilities and does not negatively impact nearby communities.
- Will traffic get worse?
 - Based on the recently completed traffic study, there will be minimal impact to existing conditions.
- Are there wetlands on the site?
 - Environmental engineers have identified areas containing wetlands, and the project design has been planned to incorporate and account for them.
- Will there be buffers between this and nearby properties?
 - A Type 3, 25' landscape buffer will border the majority of the project. The buffer will include evergreen plantings.
- How will this project impact the existing trees?
 - The project is being designed to minimize impacts to existing trees as much as possible. Tree preservation is a priority, especially in buffer areas and along the site edges. We are working to incorporate existing vegetation into the overall layout wherever feasible.
- Is the greenway connection required?
 - The greenway connection is being proposed to help improve connectivity to the surrounding neighborhoods.

1101 Averette Road Proposed Rezoning

Neighborhood Meeting

April 30, 2026

Project Team



Lock7 Development, LLC, Raleigh-based firm with 20 years of development experience, Focused on developing neighborhoods into unique and exciting places to live, shop and work with a strong emphasis on thoughtful design and creative building techniques.

Select Lock7 Development Projects:



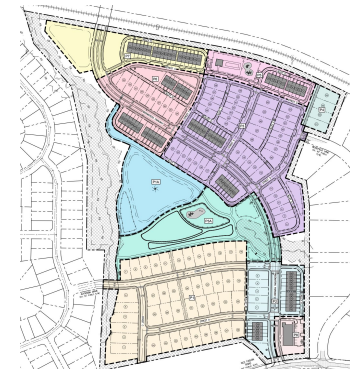
The Massey - Cary, NC



Coker Place - Chapel Hill, NC



Harvest District - Fuquay Varina, NC



Faison Reserve - Knightdale, NC

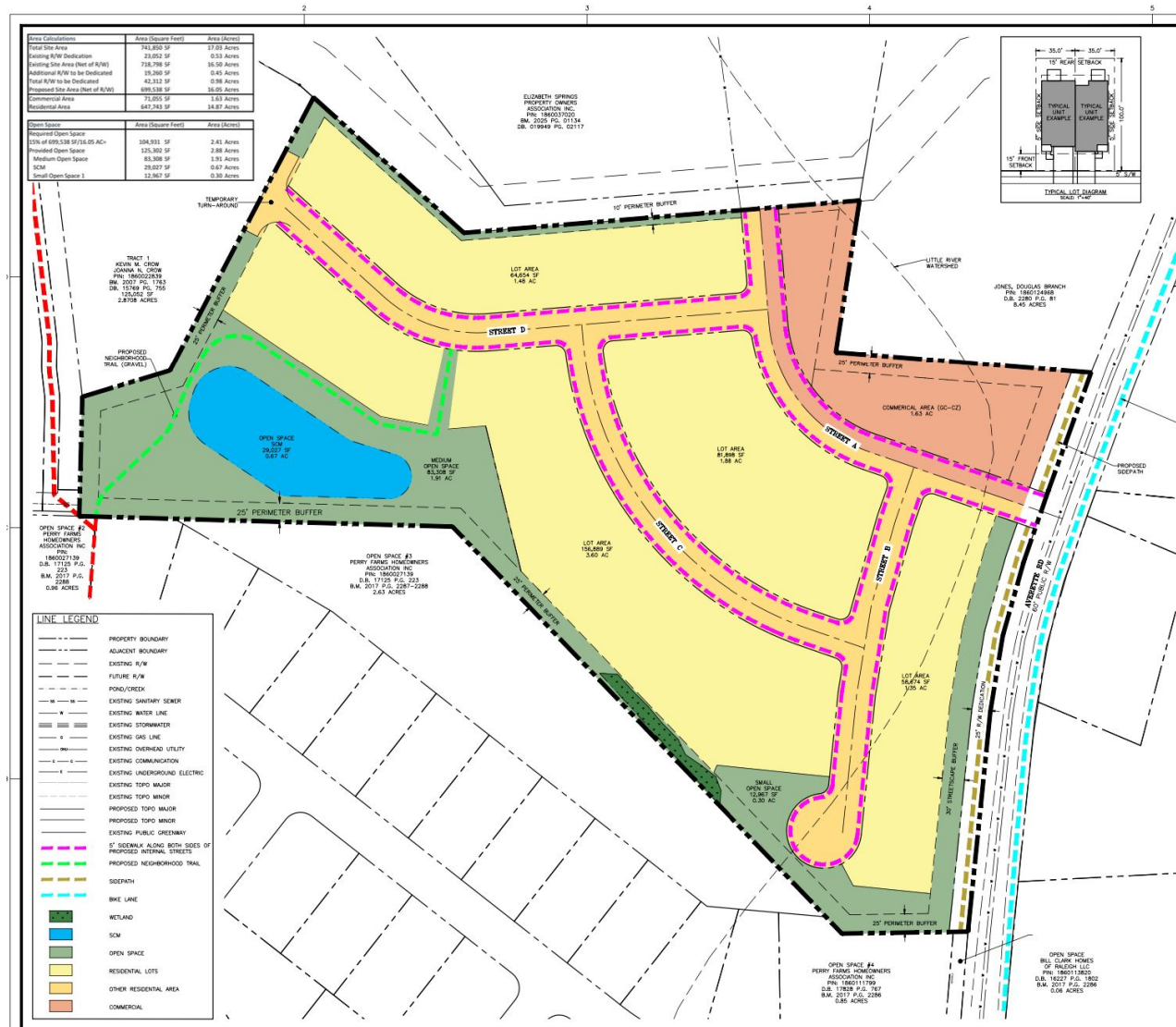
Proposed Rezoning

- Rezone from RM-CZ and RL to RH-CZ and GC-CZ
- 16.50 acre site
- Previously used for farming, this property has never been developed
- Rezoning would permit development consistent with the approved plan



Proposed Concept Plan

- 76 homes and commercial building along Averette Road
- 4.6 homes per acre, under the standard for Residential High zoning
- Up to 5,000 square feet of commercial/retail space
- Traffic study shows minimal impact
- Stormwater Control Measure will improve current conditions



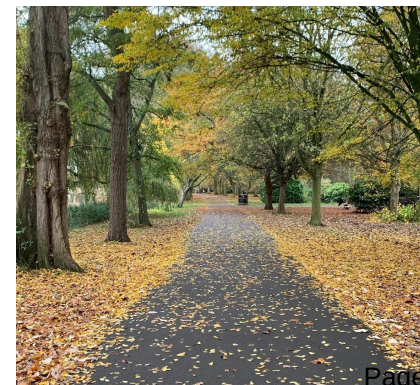
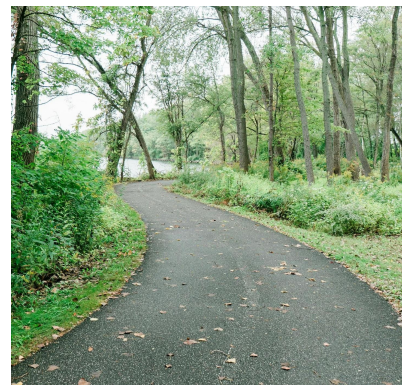
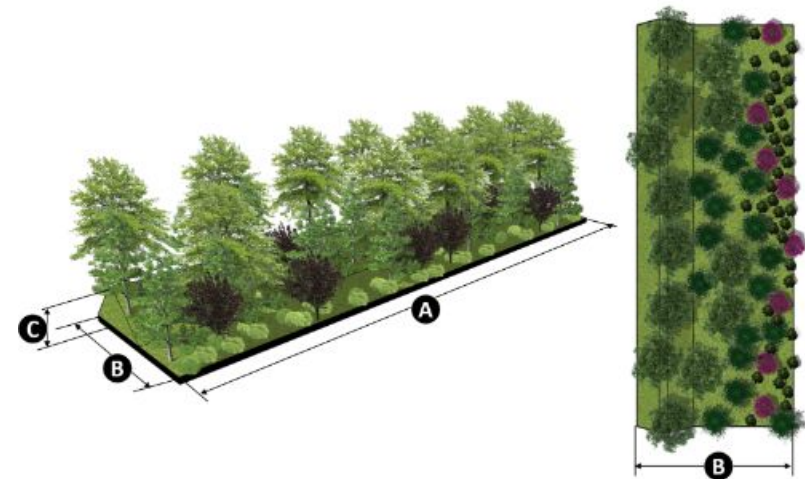
Proposed Zoning Conditions

- The project will follow the concept site plan
- The neighborhood will consist of only single family detached and attached homes
- The commercial space will be tailored to neighborhood serving users.
- There will be a maximum of 80 units
- The project will include a pollinator garden



Improvements Benefiting Neighbors

- Neighborhood commercial/retail along Averette Road
- Type 3 Landscape Buffer of 25' will boarder the property
- New greenway trail connections to link surrounding neighborhoods



Elevations and Renderings





TRAFFIC IMPACT ANALYSIS

FOR

1101 AVERETTE ROAD

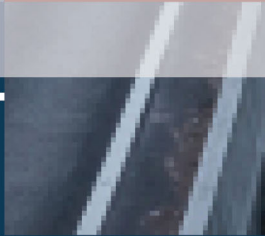
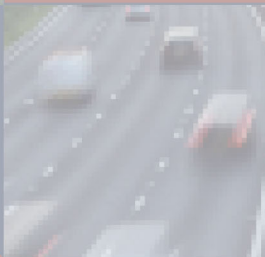
LOCATED

IN

ROLESVILLE, NC

Prepared For:

Lock7 Development
1101 Connecticut Avenue NW, Suite 450
Washington, DC



APRIL 2026

DRMP Project No. 26140

Prepared By: CDS

Reviewed By: MM

**TRAFFIC IMPACT
ANALYSIS
FOR
1101 AVERETTE ROAD
LOCATED IN
ROLESVILLE, NC**



Prepared For:

Lock7 Development
1101 Connecticut Avenue NW, Suite 450
Washington, DC

Prepared By:

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License #F-1524

TRAFFIC IMPACT ANALYSIS 1101 AVERETTE ROAD

Rolesville, North Carolina

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed mixed-use development in accordance with the Rolesville (Town) Land Development Ordinance (LDO) and North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed mixed-use development is to be located at 1101 Averette Road in Rolesville, North Carolina. The proposed development, anticipated to be completed in 2029, is assumed to consist of 76 townhomes and 5,000 square feet (s.f.) of strip retail space. Access to the parcel is proposed via one (1) full-movement driveway along Averette Road.

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the Town and consists of the following existing intersections:

- Wait Avenue and Averette Road
- Averette Road and Jones Dairy Road

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed above, in May of 2025 and April of 2026 during the typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods. Traffic counts were already collected at the intersection of Wait Avenue and Averette Road in May of 2025. The annual approved growth rate will be applied to these traffic counts in order to grow them to the 2026 existing condition. 24-hour tube counts were also collected along Averette Road at the approximate location of the proposed access.

3. Future Traffic Conditions

Through coordination with the Town, it was determined that an annual growth rate of 1% would be used to generate 2029 projected weekday AM and PM peak hour traffic volumes.

No adjacent developments or future STIP projects were noted to be included in the future analysis of the study area.

4. Site Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 12th Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Townhomes (215)	76 DU	500	7	23	20	15
Strip Retail (822)	5 KSF	272	11	9	16	15
Total Trips		772	18	32	36	30

To estimate traffic conditions with the site fully built-out, the total site trips were added to the 2029 no-build traffic volumes to determine the 2029 build traffic volumes.

5. Capacity Analysis Summary

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2026 Existing Traffic Conditions
- 2029 No-Build Traffic Conditions
- 2029 Build Traffic Conditions

Refer to Section 7 of the TIA for a summary of the capacity analysis performed at each study intersection.

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The modifications and improvements are summarized below and are illustrated in Figure E-1.

Improvements by Rosedale Development

Wait Avenue and Averette Road

- Extend eastbound left turn lane to provide 250 feet of storage plus appropriate deceleration and taper.

Improvements by Others

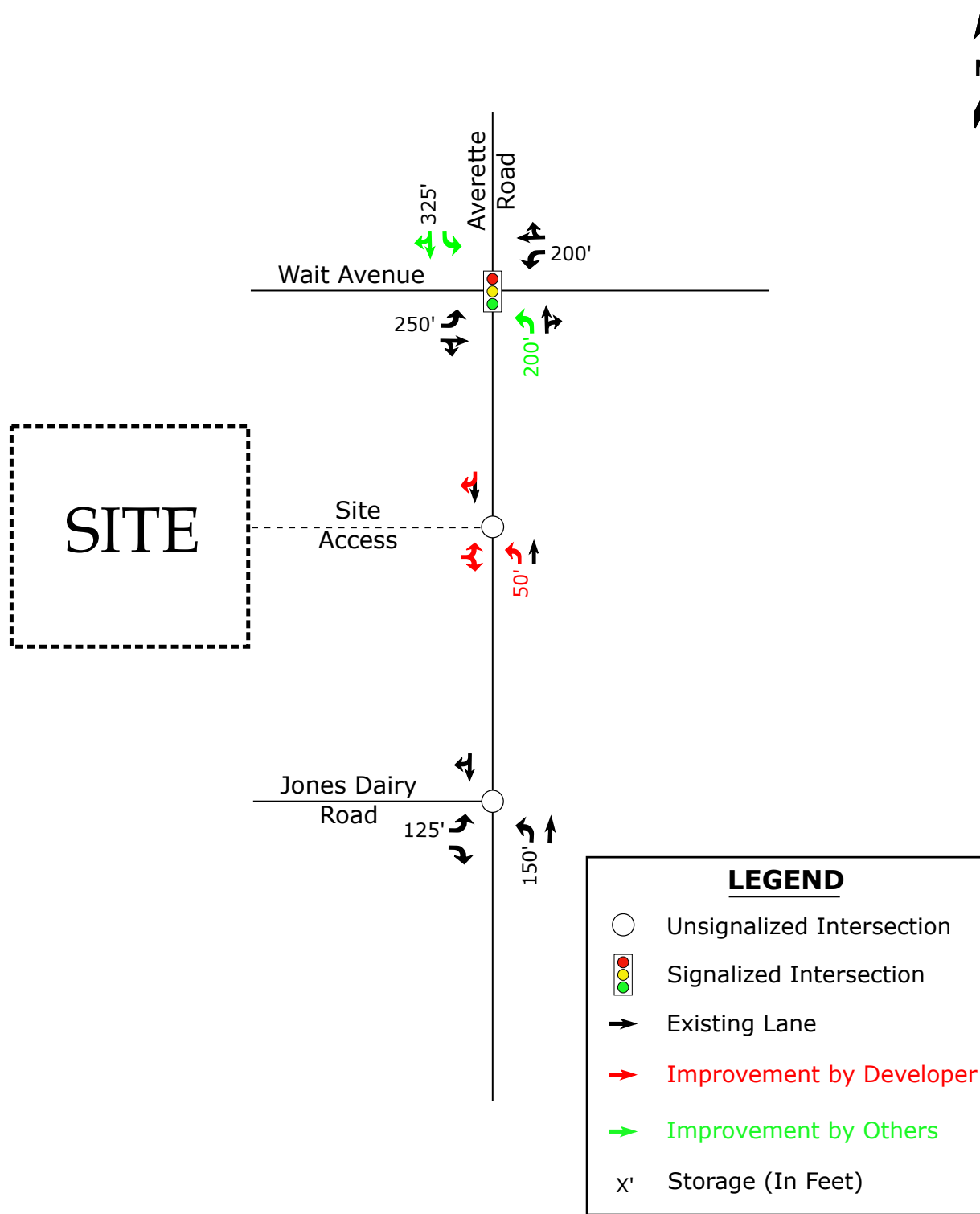
Wait Avenue and Averette Road

- Construct northbound left turn lane with 200 feet of storage plus appropriate deceleration and taper
- Restripe southbound approach to an exclusive left turn lane and a shared through-right lane.
- These improvements based on signal plan found in NCDOT database but not constructed in the field

Recommended Improvements by Developer

Averette Road and Site Access

- Construct Site Access with one ingress and one egress lane.
- Construct ingress left turn lane with 50 feet of storage plus appropriate deceleration and taper.
- Provide stop control for Site Access.



1101 Averette Road
Rolesville, NC

Recommended Lane
Configurations

Scale: Not to Scale Figure E-1

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Appendix B:	Traffic Counts
Appendix C:	Signal Plans
Appendix D:	Adjacent Development Information
Appendix E:	Capacity Calculations – Wait Avenue and Averette Road
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TRAFFIC IMPACT ANALYSIS

1101 Averette Road Rolesville, North Carolina

1. INTRODUCTION

The contents of this report present the findings of the Traffic Impact Analysis (TIA) conducted for the proposed mixed-use development to be located at 1101 Averette Road in Rolesville, North Carolina. The purpose of this study is to determine the potential impacts to the surrounding transportation system created by traffic generated by the proposed development, as well as recommend improvements to mitigate the impacts.

The proposed development, anticipated to be completed in 2029, is assumed to consist of the following uses:

- 76 townhomes (LUC 215)
- 5,000 s.f. of strip retail space (LUC 822)

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2026 Existing Traffic Conditions
- 2029 No-Build Traffic Conditions
- 2029 Build Traffic Conditions

1.1. Site Location and Study Area

The development is proposed to be located at 1101 Averette Road in Rolesville, North Carolina. Refer to Figure 1 for the site location map.

The study area for the TIA was determined through coordination with the Town of Rolesville (Town) and consists of the following existing intersections:

- Wait Avenue and Averette Road
- Averette Road and Jones Dairy Road

1.2. Proposed Land Use and Site Access

The proposed development, anticipated to be completed in 2029, is assumed to consist of the following uses:

- 76 townhomes (LUC 215)
- 5,000 s.f. of strip retail space (LUC 822)

Access to the parcel is proposed via one (1) full-movement driveway along Averette Road. Refer to Figure 2 for a copy of the preliminary site plan.

1.3. Adjacent Land Uses

The proposed development is located in an area consisting primarily of residential development and undeveloped land.

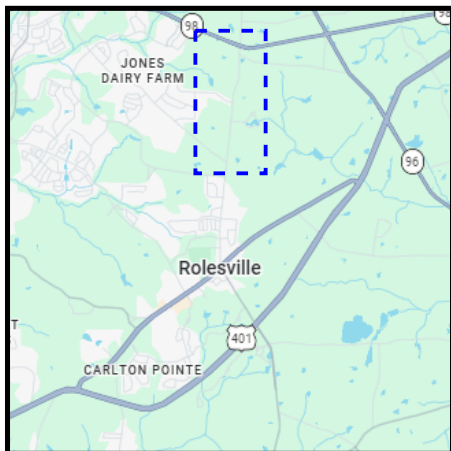
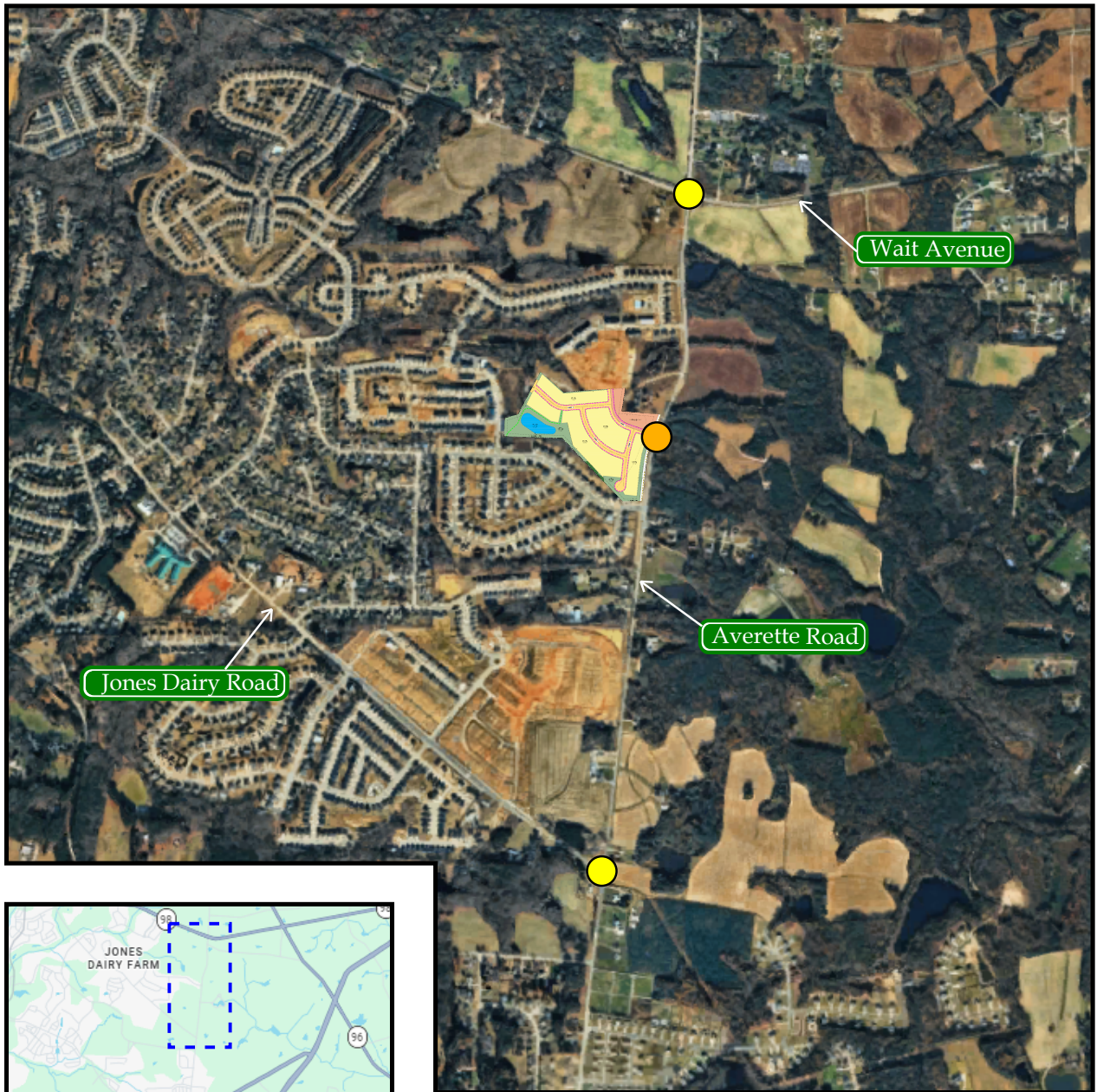
1.4. Existing Roadways

Existing lane configurations (number of traffic lanes on each intersection approach), speed limits, storage capacities, and other intersection and roadway information within the study area are shown in Figure 3. Table 1 provides a summary of this information, as well.

Table 1: Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	2023 AADT (vpd)
Wait Avenue	NC-98	2-lane undivided	45 mph	13,000
Averette Road	SR 1945	2-lane undivided	45/50 mph	3,600*
Jones Dairy Road	SR 2053	2-lane undivided	45 mph	4,800*

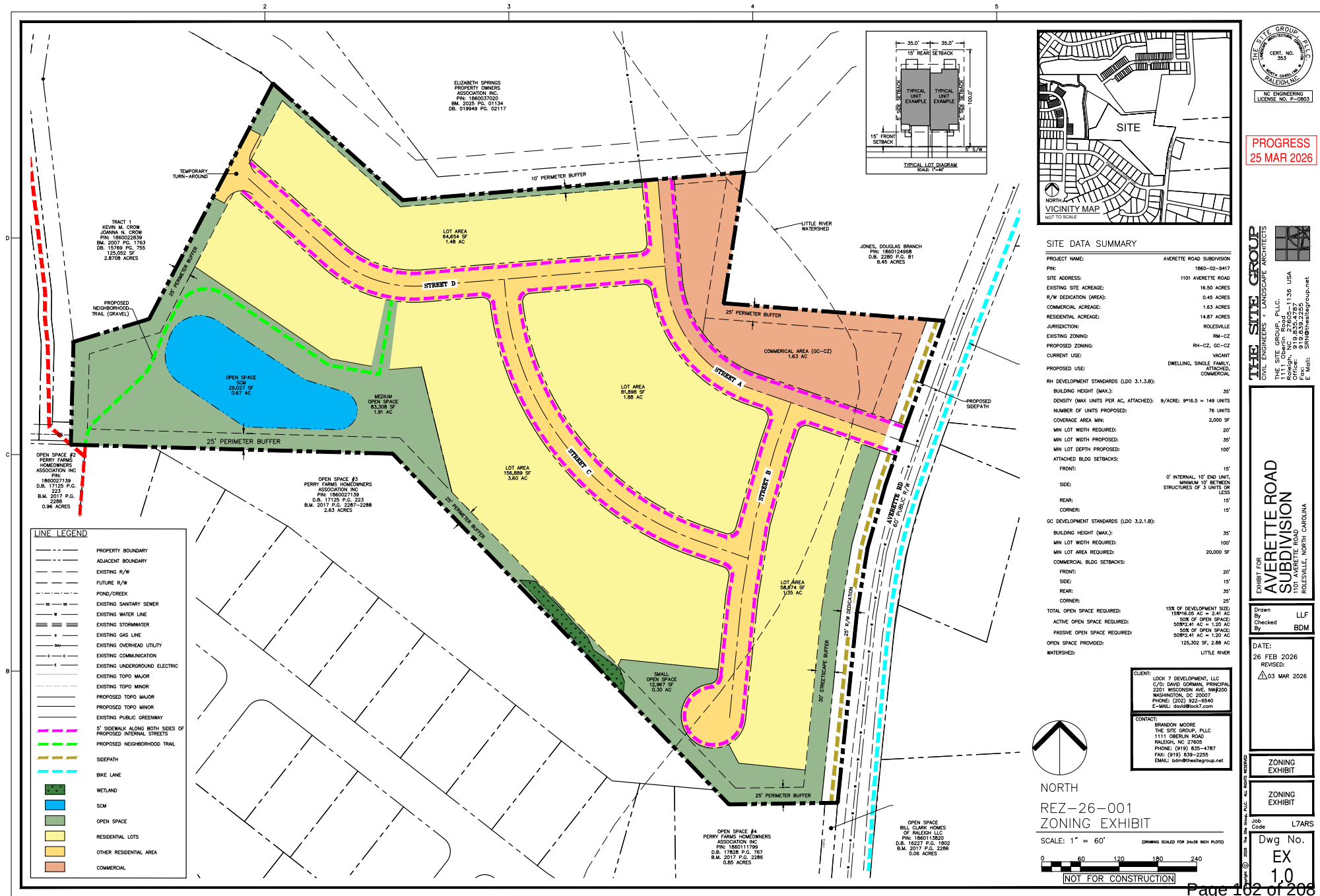
*AADT based on historical data from 2021; no data provided by NCDOT for 2023

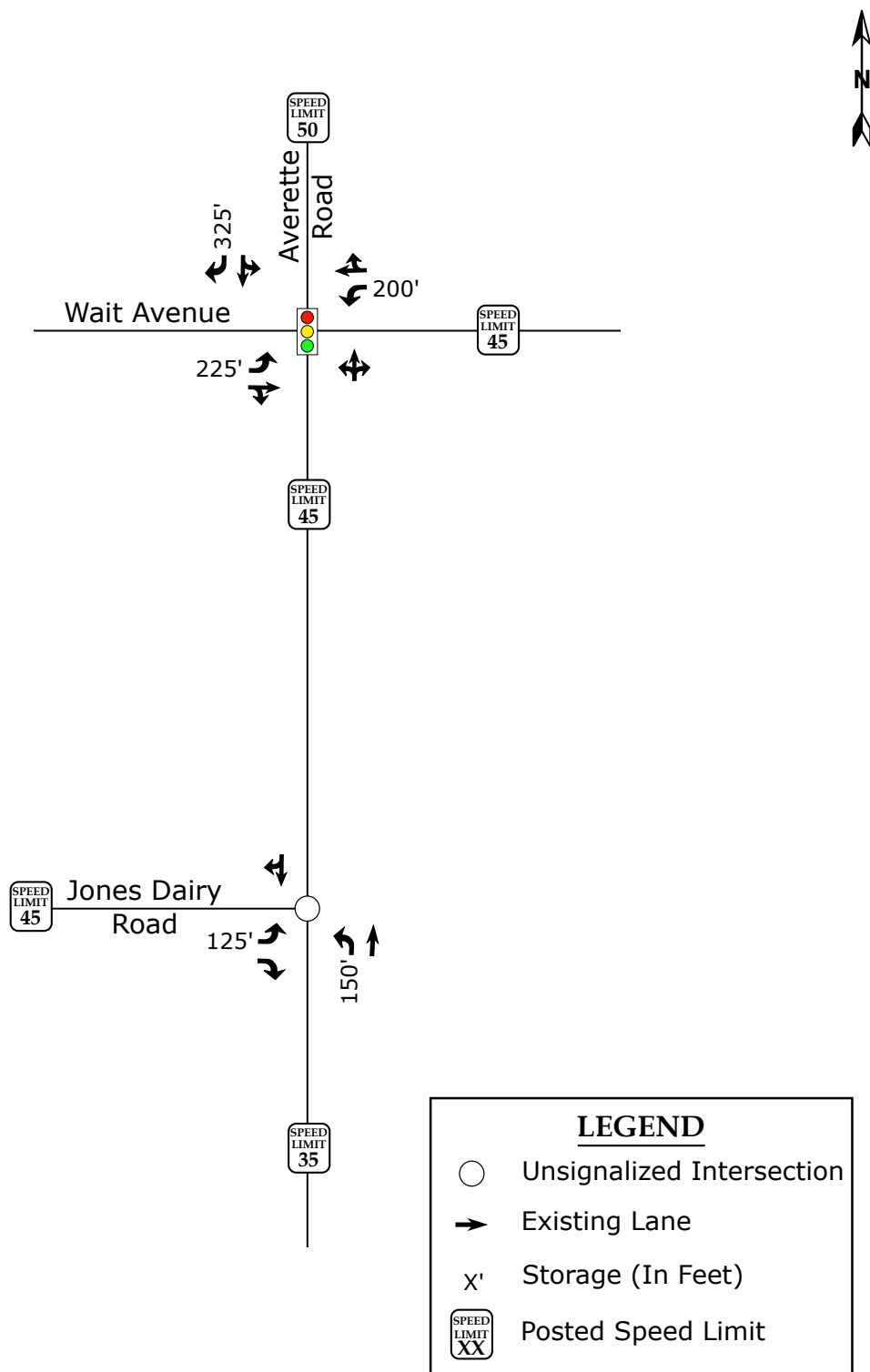


LEGEND

- Study Intersection
- Proposed Site Access
- ▭ Study Area

	1101 Averette Road Rolesville, NC	Site Location Map	
		Scale: Not to Scale	Figure 1





1101 Averette Road
Rolesville, NC

2026 Existing
Lane Configurations

Scale: Not to Scale Figure 3

2. 2026 EXISTING PEAK HOUR CONDITIONS

2.1. 2026 Existing Peak Hour Traffic Volumes

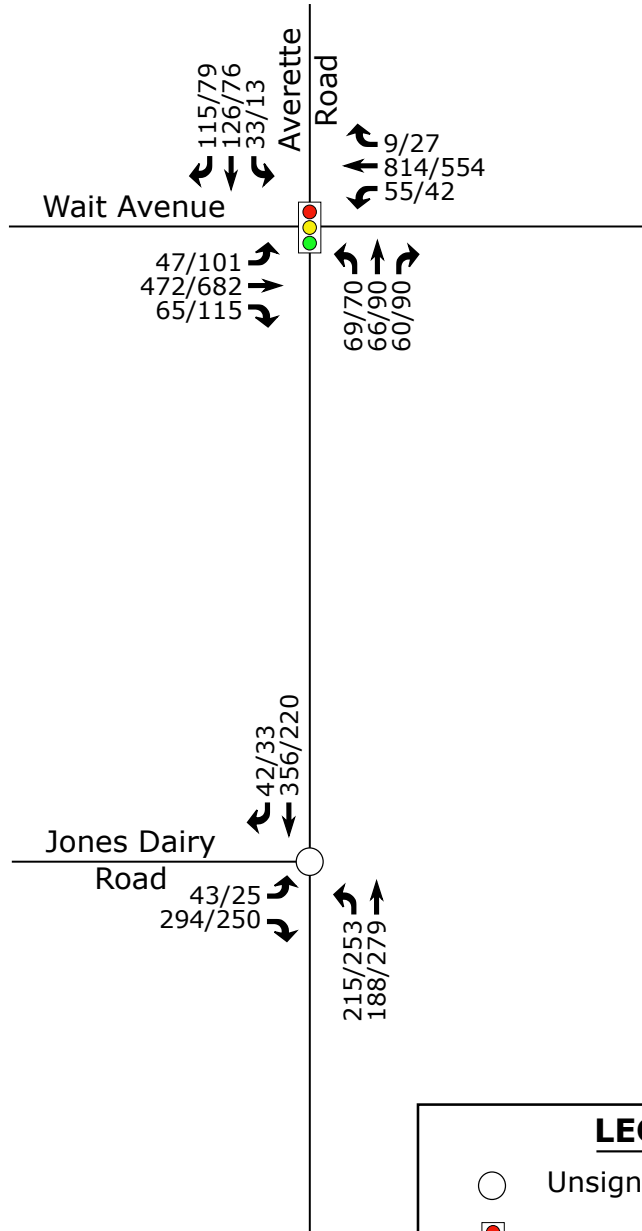
Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below in May of 2025 and April of 2026 during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods:

- Wait Avenue and Averette Road
- Averette Road and Jones Dairy Road

Traffic counts were already collected at the intersection of Wait Avenue and Averette Road in May of 2025. The annual approved growth rate will be applied to these traffic counts in order to grow them to the 2026 existing condition. 24-hour tube counts were also collected along Averette Road at the approximate location of the proposed access. Refer to Figure 4 for 2026 existing weekday AM and PM peak hour traffic volumes. A copy of the count data is located in Appendix B of this report.

2.2. Analysis of Existing Peak Hour Traffic Conditions

The 2026 existing weekday AM and PM peak hour traffic volumes were analyzed to determine the current levels of service at the study intersections under existing roadway conditions. Signal information was obtained from NCDOT and is included in Appendix C. The results of the analysis are presented in Section 7 of this report.



LEGEND

- Unsignalized Intersection
- ◫ Signalized Intersection
- X / Y → Weekday AM / PM Peak Hour Traffic

	1101 Averette Road Rolesville, NC	2026 Existing Peak Hour Traffic	
		Scale: Not to Scale	Figure 4

3. 2029 NO-BUILD PEAK HOUR CONDITIONS

In order to account for growth of traffic and subsequent traffic conditions at a future year, no-build traffic projections are needed. No-build traffic is the component of traffic due to the growth of the community and surrounding area that is anticipated to occur regardless of whether or not the proposed development is constructed. No-build traffic is comprised of existing traffic growth within the study area and additional traffic created as a result of adjacent approved developments.

3.1. Ambient Traffic Growth

Through coordination with the Town, it was determined that an annual growth rate of 2.5% would be used to generate 2029 projected weekday AM and PM peak hour traffic volumes. Refer to Figure 5 showing the 2029 projected peak hour traffic volumes.

3.2. Adjacent Development Traffic

Through coordination with the Town, the following adjacent developments were identified to be included as an approved adjacent development in this study:

- Jones Dairy Residential (Prestleigh)
- Marquis Homes
- Rosedale

Table 2, on the following page, provides a summary of the adjacent developments.

Table 2: Adjacent Development Information

Development Name	Location	Build-Out Year	Land Use / Intensity	TIA Performed
Prestleigh	North of Jones Dairy Road, west of Averette Road	Prior to completion of proposed development	250 townhomes and 600 single-family homes*	October 2018 by RKA
Marquis Homes	East of Averette Road, across from proposed development	Prior to completion of the proposed development	31 single-family homes	N/A <i>Trips generated and applied to roadway network</i>
Rosedale	North of Wait Avenue, east of Averette Road	Prior to completion of the proposed development	677 single-family homes, 288 townhomes**	September 2018 by RKA

*Prestleigh is one of three residential developments captured in the TIA for the overall site; not all units shown constructed with Prestleigh development.

**Rosedale development assumed to be 50% constructed; site trips divided in half at study intersections.

The Prestleigh development is currently under construction of strictly residential development. The TIA that captures the site also includes other residential development surrounding the Prestleigh neighborhood. Through scoping with the Town, it was noted that roughly 50% of the development was currently builtout. To accurately generate trips for the remaining homes to be constructed, the entering and exiting trips at the access points in the approved TIA were split in half and applied to the roadway network. Roadway improvements for the development were taken into account under all future conditions.

Marquis Homes is expected to construct 31 single-family homes east of Averette Road, adjacent to the proposed development. No TIA was performed for the site so trips were generated using the 12th Edition of the *ITE Trip Generation Manual* and distributed across the study area based on the proposed site's approved distributions.

The Rosedale residential development is currently being constructed. During scoping with the Town, it was noted that the development is approximately 50% constructed. Half the site trips shown in the TIA were applied to the study area under all future conditions.

A signal plan at the intersection of Wait Avenue and Averette Road has been approved that includes the roadway improvements associated with these developments. This signal plan was utilized for modeling future conditions instead of modeling based on the capacity analysis guidelines.

A summary of all adjacent development trips is shown in Figure 6. More details for each adjacent development can be found in Appendix D.

3.3. Future Roadway Improvements

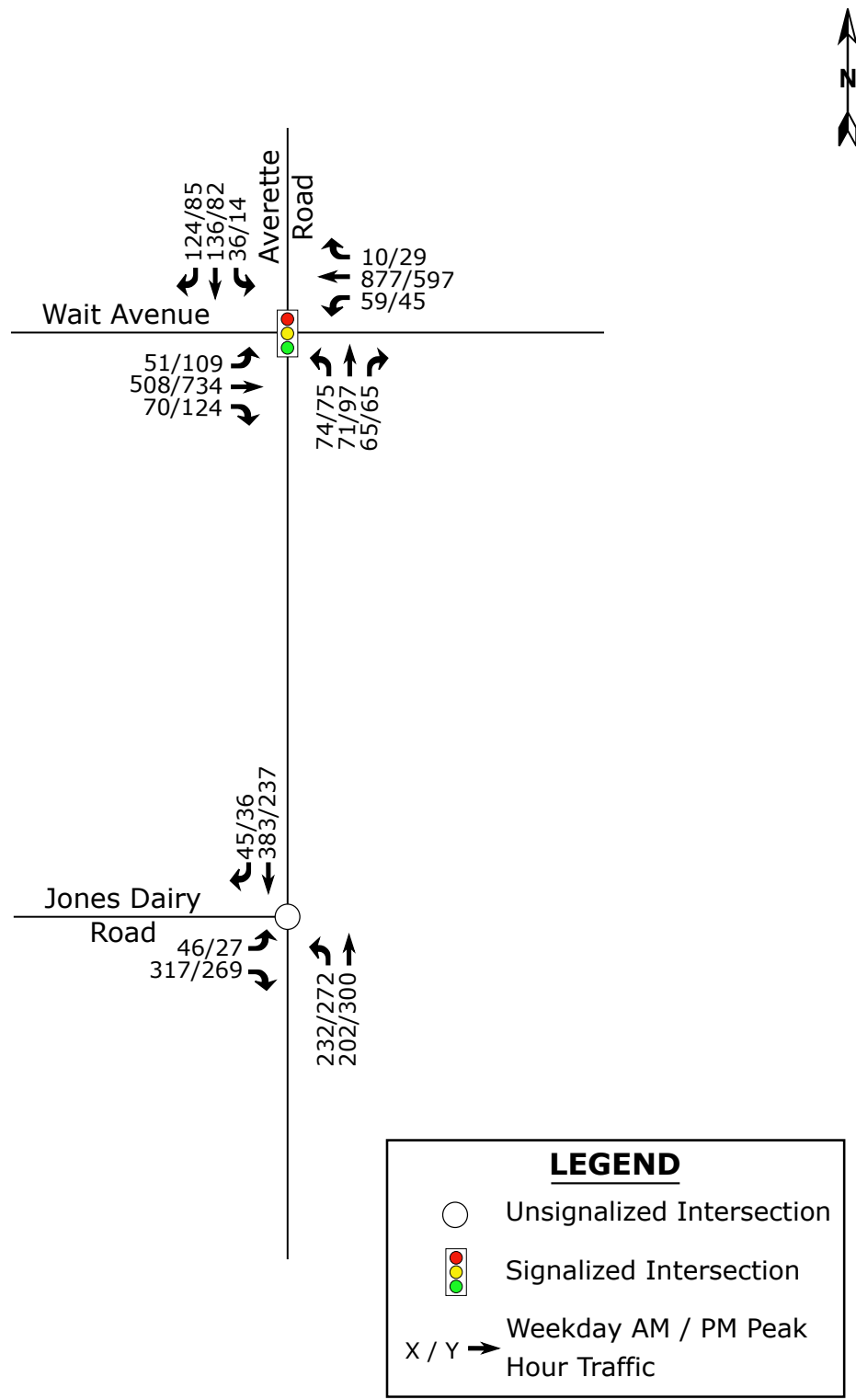
Based on coordination with the Town, it was determined there were no public future roadway improvements to consider with this study.

3.4. 2029 No-Build Peak Hour Traffic Volumes

The 2029 no-build traffic volumes were determined by projecting the 2026 existing peak hour traffic to the year 2029. Refer to Figure 7 for an illustration of the 2029 no-build peak hour traffic volumes at the study intersections.

3.5. Analysis of No-Build Peak Hour Traffic Conditions

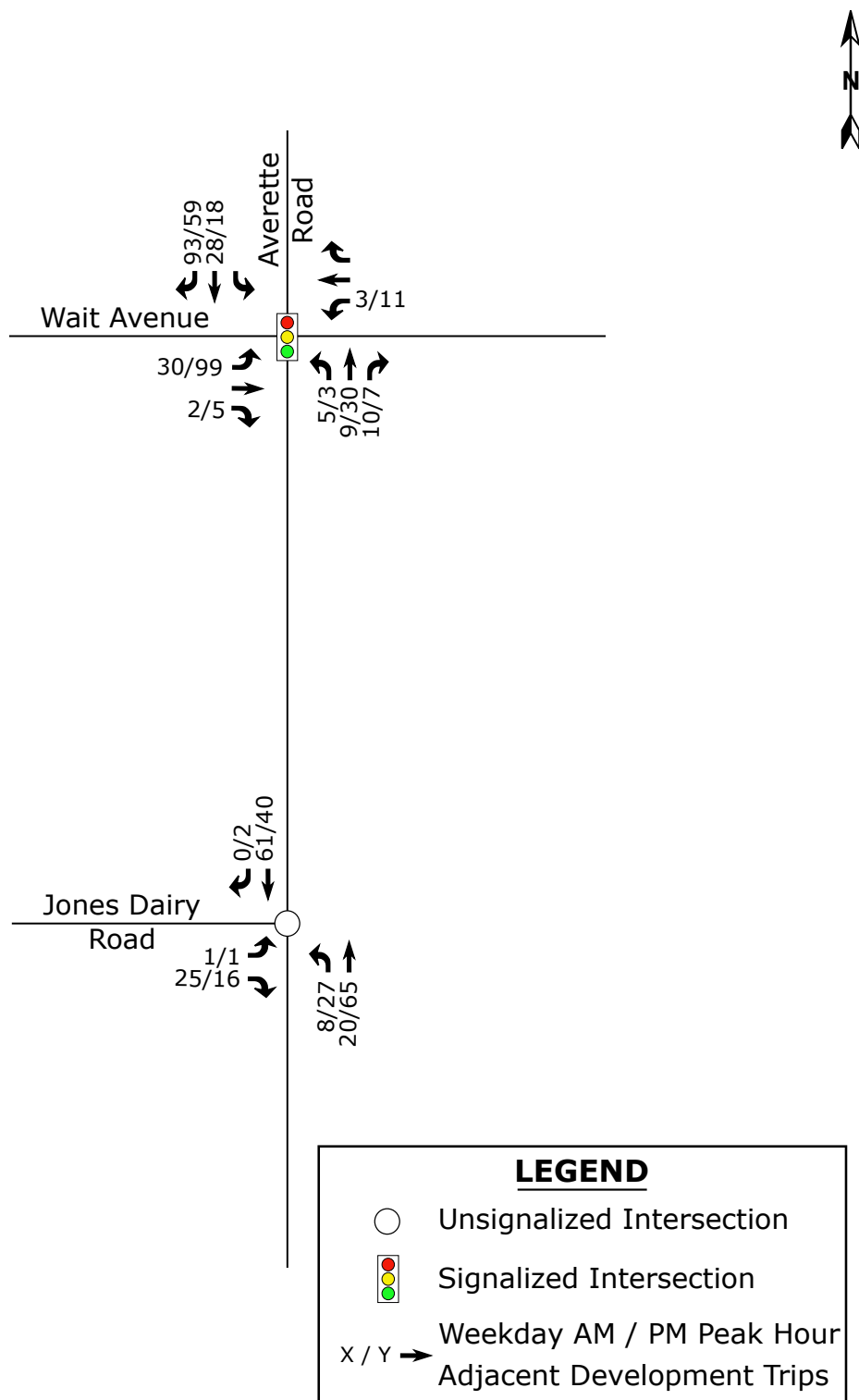
The 2029 no-build AM and PM peak hour traffic volumes at the study intersections were analyzed with future geometric roadway conditions and traffic control. The analysis results are presented in Section 7 of this report.



1101 Averette Road
Rolesville, NC

2029 Projected
Peak Hour Traffic

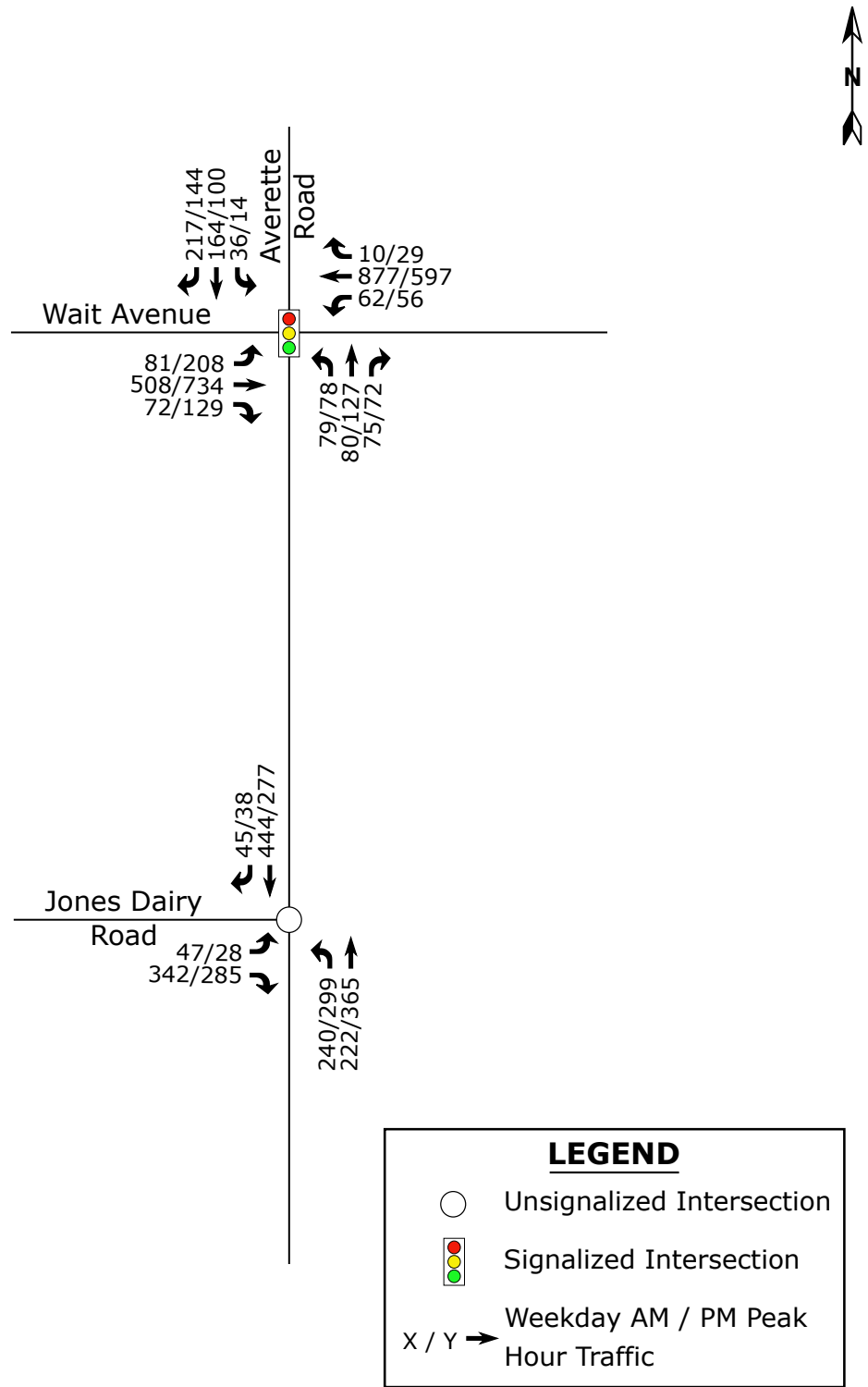
Scale: Not to Scale Figure 5



1101 Averette Road
Rolesville, NC

Peak Hour Adjacent
Development Trips

Scale: Not to Scale Figure 6



1101 Averette Road
Rolesville, NC

2029 No-Build
Peak Hour Traffic

Scale: Not to Scale Figure 7

4. SITE TRIP GENERATION AND DISTRIBUTION

4.1. Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the *ITE Trip Generation Manual*, 12th Edition. Table 3 provides a summary of the trip generation potential for the site.

Table 3: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Townhomes (215)	76 DU	500	7	23	20	15
Strip Retail (822)	5 KSF	272	11	9	16	15
Total Trips		772	18	32	36	30

It is estimated that the proposed development will generate approximately 772 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 50 trips (18 entering and 32 exiting) will occur during the weekday AM peak hour and 66 trips (36 entering and 30 exiting) will occur during the weekday PM peak hour.

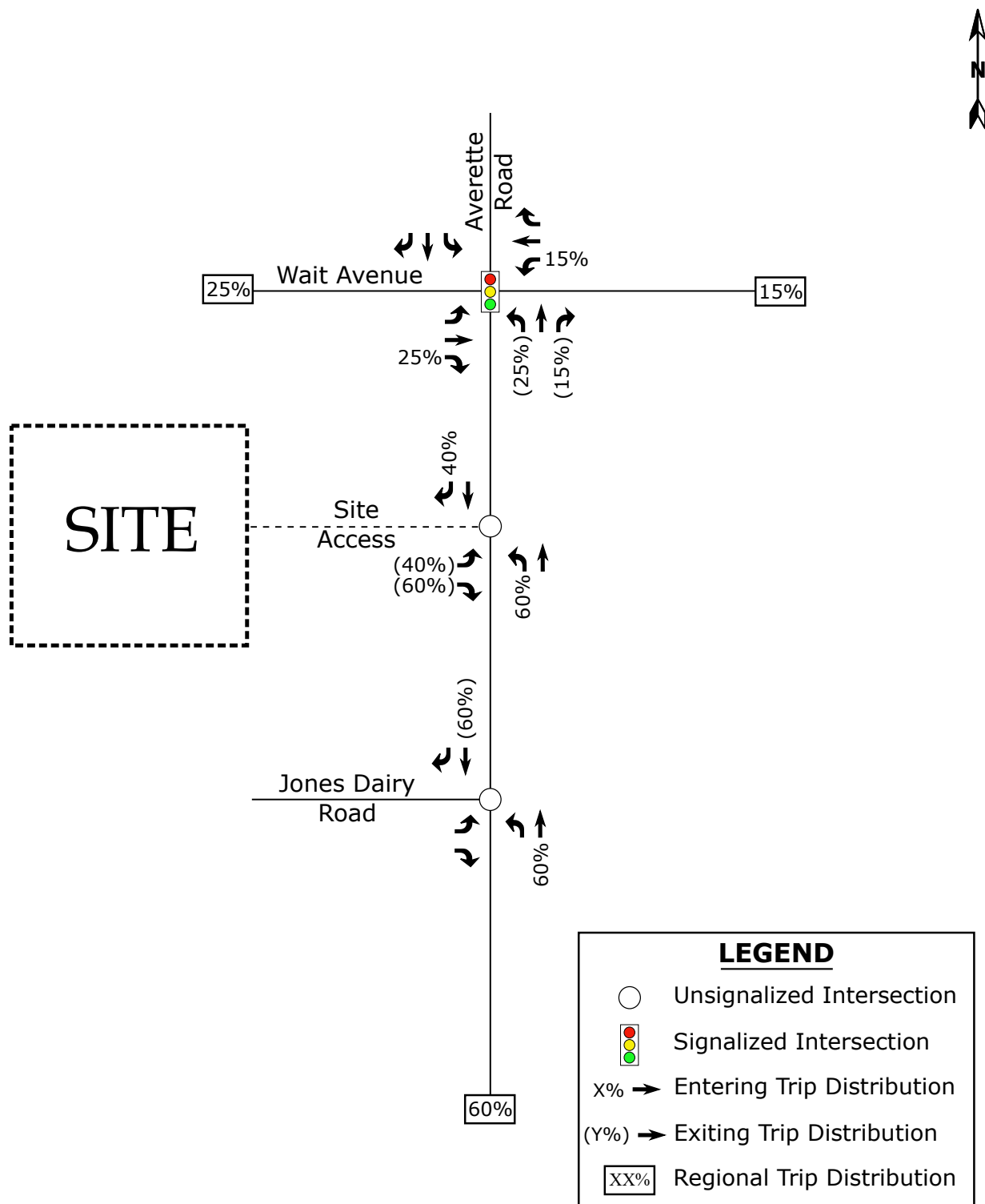
4.2. Site Trip Distribution and Assignment

Trip distribution percentages used in assigning site traffic for this development were estimated based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment.

It is estimated that the site trips will be regionally distributed as follows:

- 60% to/from the south via Averette Road
- 25% to/from the west via Wait Avenue
- 15% to/from the east via Wait Avenue

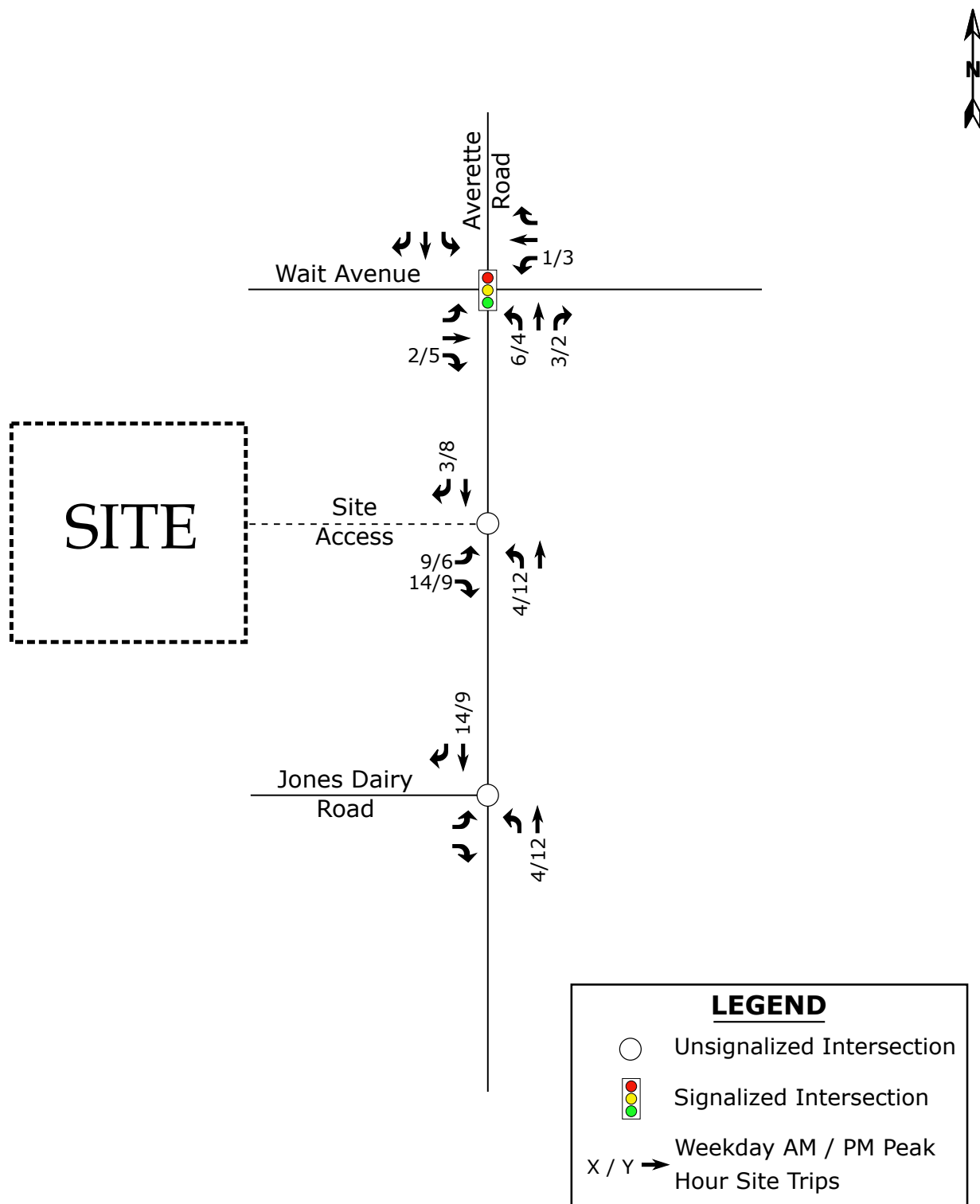
The site trip distribution is shown in Figure 8, and the residential and retail site trip assignments are shown in Figures 9a and 9b, respectively. A total site trip assignment figure can be found in Figure 10.



1101 Averette Road
Rolesville, NC

Site Trip Distribution

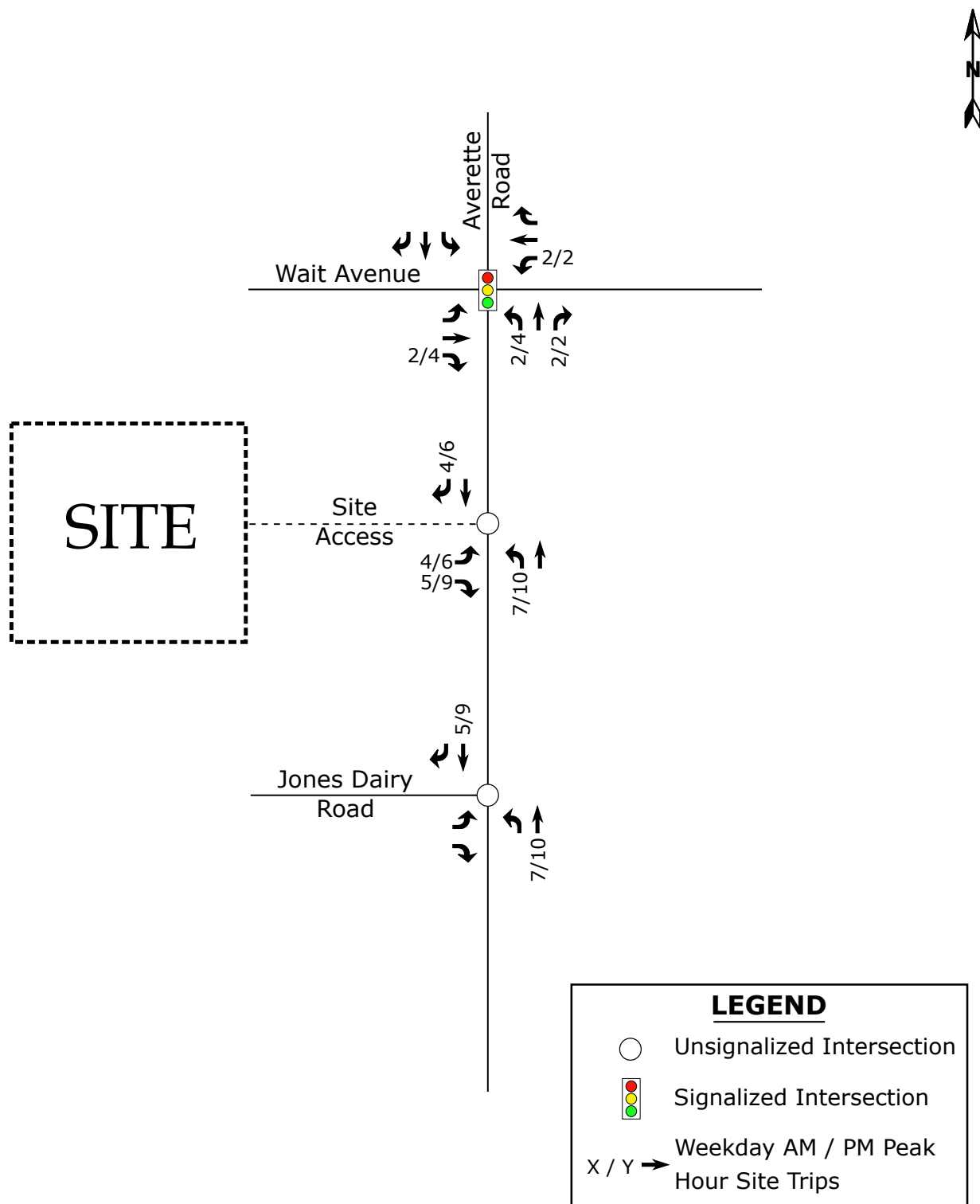
Scale: Not to Scale Figure 8



1101 Averette Road
Rolesville, NC

Residential Site Trip
Assignment

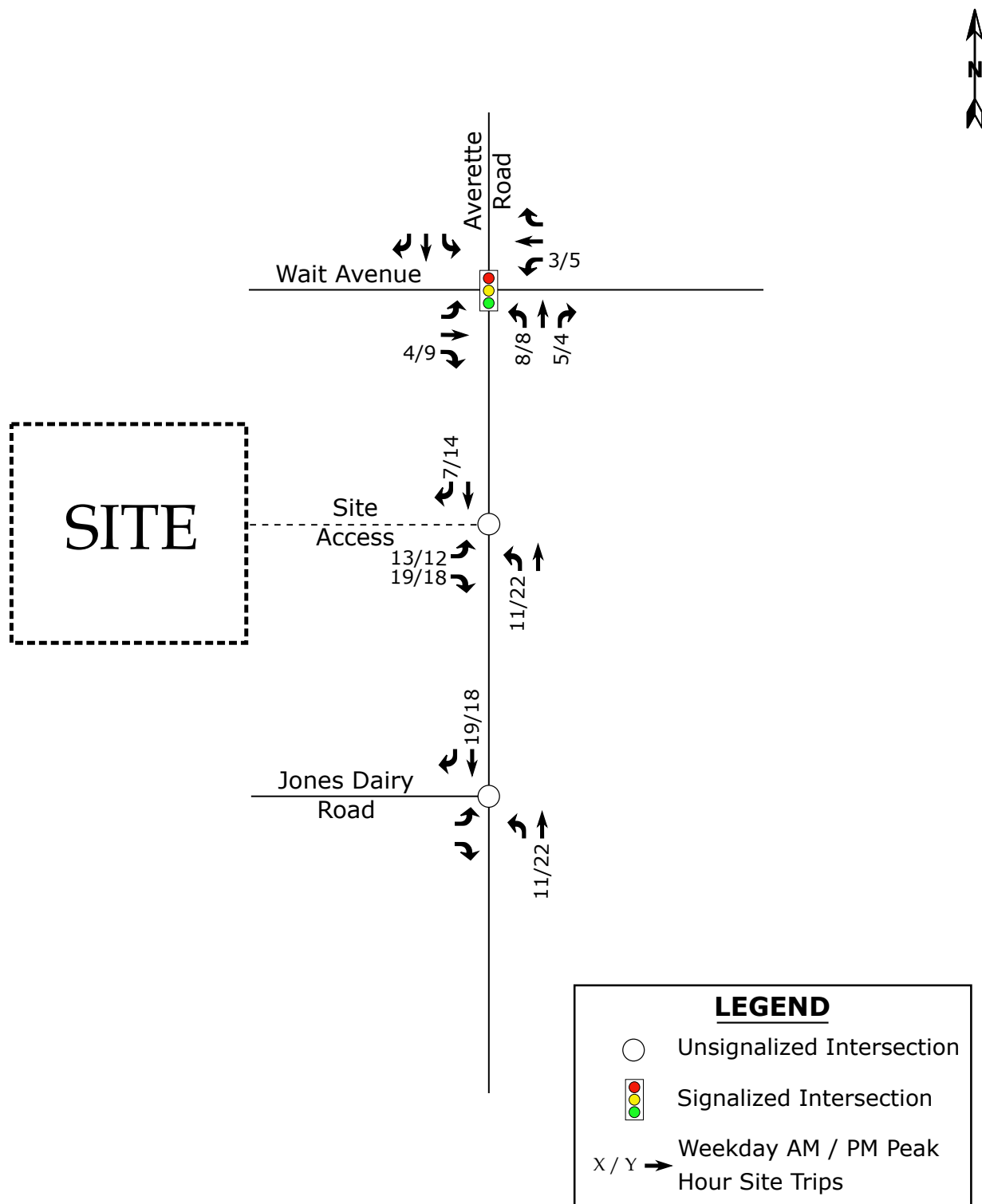
Scale: Not to Scale Figure 9a



1101 Averette Road
Rolesville, NC

Retail Site Trip
Assignment

Scale: Not to Scale Figure 9b



1101 Averette Road
Rolesville, NC

Total Site Trip
Assignment

Scale: Not to Scale Figure 10

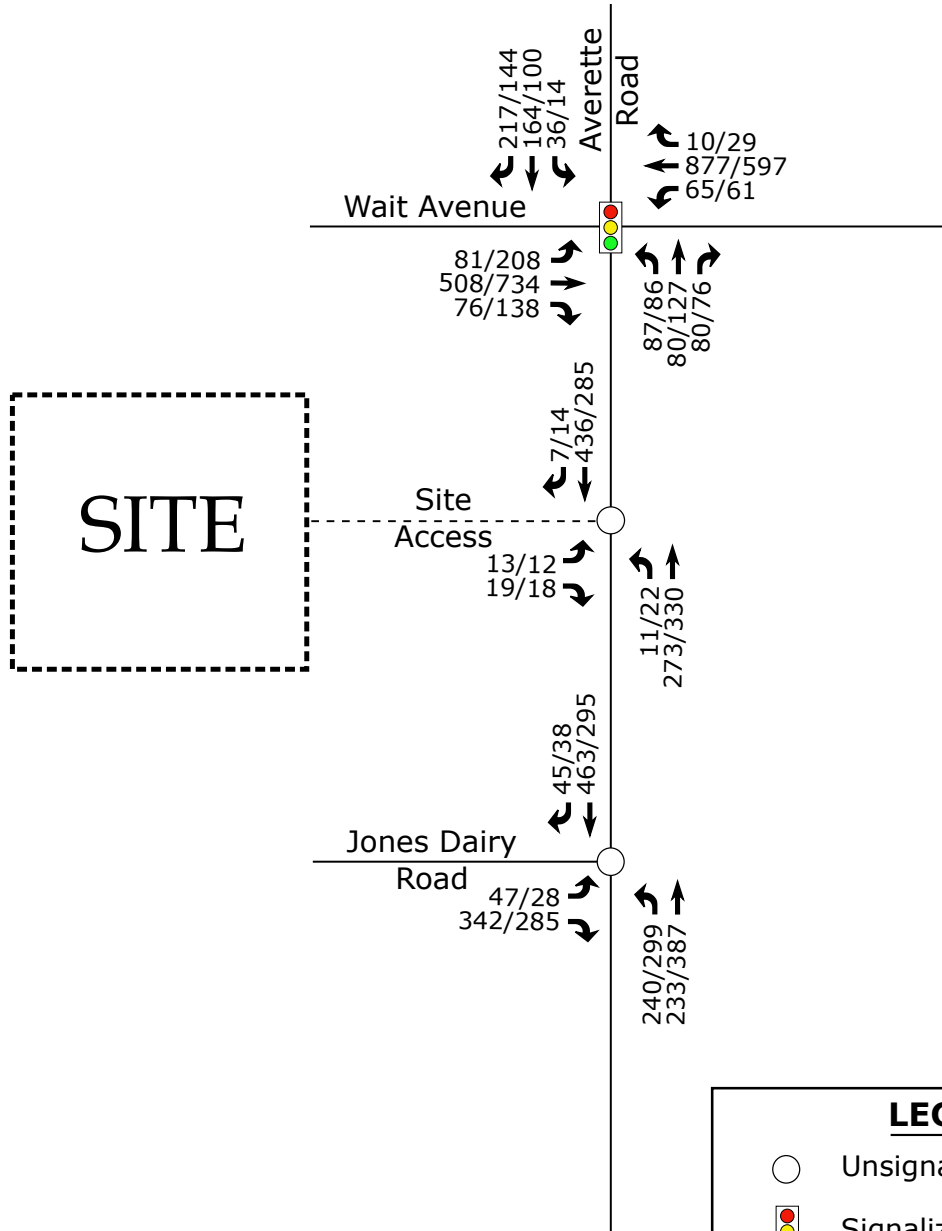
5. 2029 BUILD TRAFFIC CONDITIONS

5.1. 2029 Build Peak Hour Traffic Volumes

To estimate traffic conditions with the site fully built-out, the total site trips were added to the 2029 no-build traffic volumes to determine the 2029 build traffic volumes. Refer to Figure 11 for an illustration of the 2029 build peak hour traffic volumes with the proposed site fully developed.

5.2. Analysis of Build Peak Hour Traffic Conditions

Study intersections were analyzed with the 2029 build traffic volumes using the same methodology previously discussed for existing and no-build traffic conditions. Intersections were analyzed with improvements necessary to accommodate future traffic volumes. The results of the capacity analysis for each intersection are presented in Section 7 of this report.



LEGEND

- Unsignalized Intersection
- ⬆️⬆️⬆️ Signalized Intersection
- X / Y → Weekday AM / PM Peak Hour Traffic

 DRMP	1101 Averette Road Rolesville, NC	2029 Build Peak Hour Traffic	
		Scale: Not to Scale	Figure 11

6. TRAFFIC ANALYSIS PROCEDURE

Study intersections were analyzed using the methodology outlined in the *Highway Capacity Manual* (HCM), 6th Edition published by the Transportation Research Board. Capacity and level of service are the design criteria for this traffic study. A computer software package, Synchro (Version 11.1), was used to complete the analyses for the study area intersections. Please note that the unsignalized capacity analysis does not provide an overall level of service for an intersection; only delay for an approach with a conflicting movement.

The HCM defines capacity as “the maximum hourly rate at which persons or vehicles can reasonably be expected to traverse a point or uniform section of a lane or roadway during a given time period under prevailing roadway, traffic, and control conditions.” Level of service (LOS) is a term used to represent different driving conditions and is defined as a “qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers.” Level of service varies from Level “A” representing free flow, to Level “F” where breakdown conditions are evident. Refer to Table 4 for HCM levels of service and related average control delay per vehicle for both signalized and unsignalized intersections. Control delay as defined by the HCM includes “initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay”. An average control delay of 50 seconds at a signalized intersection results in LOS “D” operation at the intersection.

Table 4: Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)	LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

6.1. Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to the NCDOT Congestion Management Guidelines, with exception of the future signal located at the intersection of Wait Avenue and Averette Road.

7. CAPACITY ANALYSIS

The following study intersections were analyzed under all traffic conditions:

- Wait Avenue and Averette Road
- Averette Road and Jones Dairy Road

The proposed site driveway was analyzed under 2029 build traffic conditions. Refer to Tables 5-7 for a summary of capacity analysis results. Refer to Appendices E-H for the Synchro capacity analysis reports and SimTraffic queueing reports.

7.1. Wait Avenue and Averette Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

Table 5: Analysis Summary of Wait Avenue and Averette Road

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2026 Existing	EB	1 LT, 1 TH-RT	B (10)	B (18)	B (17)	B (18)
	WB	1 LT, 1 TH-RT	B (18)		B (10)	
	NB	1 LT-TH-RT	C (32)		C (34)	
	SB	1 LT-TH, 1 RT	C (25)		C (24)	
2029 No-Build	EB	1 LT, 1 TH-RT	B (14)	C (33)	B (19)	C (20)
	WB	1 LT, 1 TH-RT	B (18)		B (10)	
	NB	<u>1 LT</u> , 1 TH-RT	D (46)		C (35)	
	SB	<u>1 LT</u> , 1 TH-RT	F (89)		D (39)	
2029 Build	EB	1 LT, 1 TH-RT	B (14)	C (33)	B (19)	C (21)
	WB	1 LT, 1 TH-RT	B (18)		B (10)	
	NB	<u>1 LT</u> , 1 TH-RT	D (52)		D (37)	
	SB	<u>1 LT</u> , 1 TH-RT	F (89)		D (40)	

Lane improvements by others underlined based on TIA approvals and approved signal plans.

Capacity analysis of all traffic conditions indicates the intersection is expected to operate at LOS C or better during the AM and PM peak hours. Under existing conditions, all approaches are expected to operate at LOS C or better during the AM and PM peak hours. With the adjacent development traffic and regional growth added under future conditions, the southbound approach is expected to degrade to LOS F during the AM peak hour. It should be noted that under build conditions, the southbound approach delay is not expected to increase when compared to no-build conditions.

Significant queueing is expected along the northbound and southbound approaches under no-build conditions. These queueing issues are expected to persist under build conditions. The queue spillback is a result of the northbound and southbound left turn movements operating as permitted only with minimal gaps in traffic. These left turn queues are expected to spillback and block the shared through-right lanes along the northbound and southbound approaches.

Due to acceptable levels of service at the intersection and minimal impacts by the proposed development, no improvements are recommended by the developer at the intersection.

7.2. Averette Road and Jones Dairy Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

Table 6: Analysis Summary of Averette Road and Jones Dairy Road

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2026 Existing	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH-RT	C (19) ² A (9) ¹ --	N/A	B (14) ² A (9) ¹ --	N/A
2029 No-Build	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH-RT	D (27) ² A (10) ¹ --	N/A	C (17) ² A (9) ¹ --	N/A
2029 Build	EB NB SB	1 LT, 1 RT 1 LT, 1 TH 1 TH-RT	D (29) ² A (10) ¹ --	N/A	C (18) ² A (9) ¹ --	N/A

1. Level of service for major-street left-turn movement.

2. Level of service for minor-street approach.

Capacity analysis of all traffic conditions indicates the major-street left turn movement is expected to operate at LOS A during the AM and PM peak hours. The minor-street approach is expected to operate at LOS D or better during the AM and PM peak hours. No significant queueing is expected at the intersection.

Due to acceptable operations, no improvements are recommended by the developer.

7.3. Averette Road and Site Access

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

Table 7: Analysis Summary of Averette Road and Site Access

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2029 Build	EB NB SB	1 LT-RT 1 LT, 1 TH 1 TH-RT	B (14) ² A (8) ¹ --	N/A	B (12) ² A (8) ¹ --	N/A

Improvements to lane configurations are shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of build traffic conditions indicates the major-street left turn movement is expected to operate at LOS A during the AM and PM peak hours. The minor-street approach is expected to operate at LOS B during the AM and PM peak hours. No significant queueing is expected at the intersection.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. Neither a right nor a left turn lane are expected to be warranted at the intersection. Through coordination with NCDOT, a left turn lane into the site is recommended to be constructed by the developer. Turn lane warrants can be found in Appendix I.

Due to acceptable operations, no additional improvements are recommended.

8. CONCLUSIONS

This Traffic Impact Analysis was conducted to determine the potential traffic impacts of the proposed mixed-use development to be located at 1101 Averette Road in Rolesville, North Carolina. The proposed development, anticipated to be completed in 2029, is assumed to consist of the following uses:

- 76 townhomes (LUC 215)
- 5,000 s.f. of strip retail space (LUC 822)

Access is proposed via one (1) full-movement driveway along Averette Road.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2026 Existing Traffic Conditions
- 2029 No-Build Traffic Conditions
- 2029 Build Traffic Conditions

Trip Generation

It is estimated that the proposed development will generate approximately 772 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 50 trips (18 entering and 32 exiting) will occur during the weekday AM peak hour and 66 trips (36 entering and 30 exiting) will occur during the weekday PM peak hour.

Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to NCDOT Congestion Management Guidelines. Refer to section 6.1 of this report for a detailed description of any adjustments to these guidelines made throughout the analysis.

9. RECOMMENDATIONS

Based on the findings of this study, specific geometric improvements have been identified to accommodate future traffic conditions. See a more detailed description of the recommended modifications and improvements below. Refer to Figure 12 for an illustration of the recommended lane configuration for the proposed development.

Improvements by Rosedale Development

Wait Avenue and Averette Road

- Extend eastbound left turn lane to provide 250 feet of storage plus appropriate deceleration and taper.

Improvements by Others

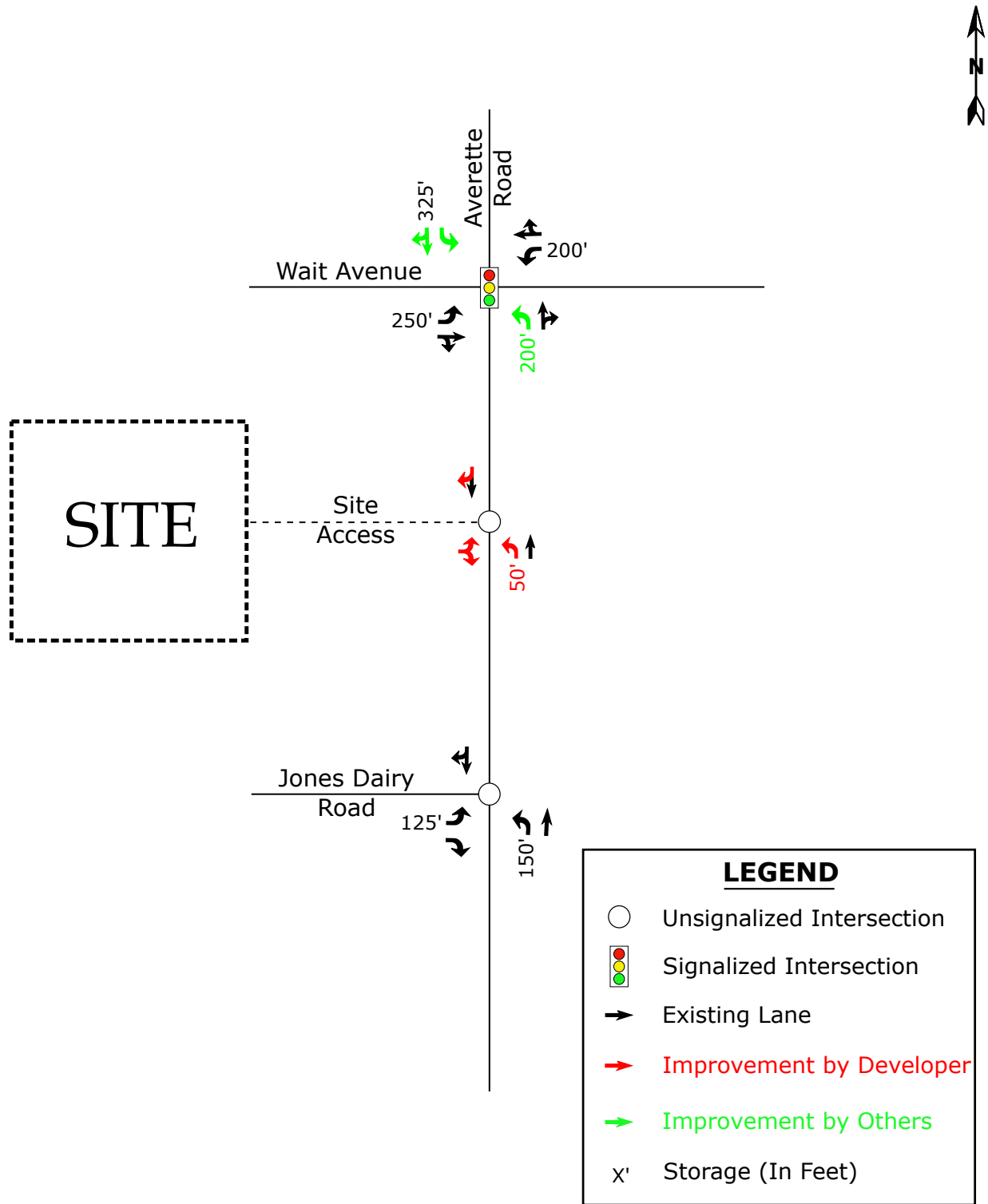
Wait Avenue and Averette Road

- Construct northbound left turn lane with 200 feet of storage plus appropriate deceleration and taper
- Restripe southbound approach to an exclusive left turn lane and a shared through-right lane.
- These improvements based on signal plan found in NCDOT database but not constructed in the field

Recommended Improvements by Developer

Averette Road and Site Access

- Construct Site Access with one ingress and one egress lane.
- Construct ingress left turn lane with 50 feet of storage plus appropriate deceleration and taper.
- Provide stop control for Site Access.



1101 Averette Road
Rolesville, NC

Recommended Lane
Configurations

Scale: Not to Scale Figure 12



Case: REZ-26-0002
Address: 1101 AVERETTE ROAD
PINs: 1860029417
Date: 2026.05.013

Vicinity Map



0 0.05 0.1 0 0.2 Miles
Miles

ORDINANCE ORD-2026-____

ORDINANCE OF THE TOWN OF ROLESVILLE BOARD OF COMMISSIONERS
AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF ROLESVILLE
TO CHANGE THE ZONING OF APPROXIMATELY 16.50 ACRES LOCATED AT
1101 AVERETTE ROAD, BEING WAKE COUNTY PIN 1860029417,
FROM RESIDENTIAL MEDIUM CONDITIONAL ZONING DISTRICT (RM-CZ)
TO RESIDENTIAL HIGH CONDITIONAL ZONING DISTRICT (RH-CZ) AND
GENERAL COMMERCIAL CONDITIONAL ZONING DISTRICT (GC-CZ)

REZ-26-0002
1101 AVERETTE ROAD

WHEREAS the application submitted by Lock7 Development, LLC, for the rezoning of land hereinafter described was duly filed with the Planning Department; and

WHEREAS the Planning Board reviewed the application for recommendation on May 18, 2026, and the Board of Commissioners held a Legislative Hearing on July 21, 2026; and

WHEREAS mailed notices and property sign postings were carried out in advance of the Legislative hearing pursuant to G.S. § 160D-602 and the Land Development Ordinance; and

WHEREAS the Planning Board submitted its recommendation to the Board of Commissioners recommending approval of said application that was consistent with the Comprehensive Plan and in the best interests of the Town for the lands hereinafter described, all in accordance with the requirements of the Town of Rolesville Land Development Ordinance and the provisions of Chapter 160D, Article 6, of the North Carolina General Statutes.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Rolesville, North Carolina:

Section 1: The lands that are the subject of the Ordinance are those certain lands described in **Exhibit 1 – Legal Description**, which is incorporated herein by reference, and said lands are hereafter referred to as the “Rezoned Lands.”

Section 2: The parcel identified by the Wake County Tax Parcel Identification Number 1860029417 and described in **Exhibit 1**, is currently located within the Town’s Corporate Limits.

Section 3: The Town of Rolesville Land Development Ordinance, including the Town of Rolesville North Carolina Official Zoning Map, which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Residential Medium Conditional Zoning District to Residential High Conditional Zoning District and General Commercial Conditional Zoning District, subject to the conditions stated herein.

Section 4: The “Rezoned Lands” are subject to all the standards and conditions in Exhibit 2 – Conditions of Approval, which are imposed as part of this rezoning.

Section 5: The Land Development Administrator is hereby authorized and directed to cause the said Official Zoning Map for the Town of Rolesville, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 6: After reviewing all the information presented at the Legislative Hearing and the Town of Rolesville plans, policies, and ordinances, the Town of Rolesville Board of Commissioners finds the Rezoning map amendment request reasonable and consistent with the Rolesville 2050 Comprehensive Plan and is in the interest of the public and adopted a Plan Consistency and Reasonableness Statement.

Section 7: The “Rezoned Lands” shall be perpetually bound to the Conditions imposed, including the uses authorized, unless subsequently changed or amended as provided for in the Land Development Ordinance.

Adopted and effective this the 21st day of July, 2026.

Ronnie I. Currin
Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Ynclan-Frazier
Town Clerk

David J. Neill
Town Attorney

Exhibit 1: Legal Description

AREA TO BE REZONED "GC-CZ":

COMMENCING AT AN EXISTING IRON PIPE AT THE WESTERN RIGHT-OF-WAY OF AVERETTE ROAD, SAID PIPE BEING THE SOUTHEASTERN PROPERTY CORNER OF LOT 1 AS SHOWN IN BOOK OF MAPS 2017, PAGE 2752, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 801865.49 FEET AND E: 2161345.62 FEET; THENCE ALONG AND WITH SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD N 05°49'11" E A DISTANCE OF 295.80 FEET TO A POINT; THENCE N 09°19'34" E A DISTANCE OF 102.62 FEET TO A POINT; THENCE N 15°50'31" E A DISTANCE OF 102.56 FEET TO A POINT; THENCE N 19°05'52" E A DISTANCE OF 71.19 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF AVERETTE N 70°54'08" W A DISTANCE OF 243.31 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE RIGHT AN ARC DISTANCE OF 231.19 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF N 37°47'14" W AND A CHORD DISTANCE OF 218.53 FEET TO A POINT; THENCE N 04°40'19" W A DISTANCE OF 153.13 FEET TO A POINT; THENCE N 85°19'41" E A DISTANCE OF 134.00 FEET TO AN EXISTING IRON PIPE; THENCE S 08°53'07" W A DISTANCE OF 205.50 FEET TO A BENT EXISTING IRON PIPE, SAID PIPE BEING THE SOUTHWESTERN PROPERTY CORNER OF TRACT 4 AS RECORDED IN DEED BOOK 19157, PAGE 894, WAKE COUNTY REGISTRY; THENCE S 85°25'29" E A DISTANCE OF 342.27 FEET TO A POINT AT SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD; THENCE ALONG AND WITH SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD S 19°53'53" W A DISTANCE OF 167.27 FEET TO A POINT; THENCE S 19°05'52" W A DISTANCE OF 29.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.7425 ACRES.

AREA TO BE REZONED "RH-CZ":

BEGINNING AT AN EXISTING IRON PIPE AT THE WESTERN RIGHT-OF-WAY OF AVERETTE ROAD, SAID PIPE BEING THE SOUTHEASTERN PROPERTY CORNER OF LOT 1 AS SHOWN IN BOOK OF MAPS 2017, PAGE 2752, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 801865.49 FEET AND E: 2161345.62 FEET; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD S 89°08'42" W A DISTANCE OF 168.53 FEET TO A BENT EXISTING IRON PIPE; THENCE N 43°46'49" W A DISTANCE OF 752.81 FEET TO AN

EXISTING IRON PIPE; THENCE N 88°23'25" W A DISTANCE OF 499.01 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERN PROPERTY CORNER OF OPEN SPACE #4 AS SHOWN IN BOOK OF MAPS

2023, PAGE 842, WAKE COUNTY REGISTRY; THENCE N 01°29'30" E A DISTANCE OF 159.51 FEET TO AN EXISTING IRON PIPE, SAID PIPE HAVING NC GRID(NAD '83/2011) COORDINATES OF N: 802579.97 FEET AND E: 2160161.59 FEET; THENCE N 73°13'41" E A DISTANCE OF 122.26 FEET TO A POINT; THENCE N 27°43'56" E A DISTANCE OF 412.60 FEET TO AN EXISTING IRON PIPE, SAID

PIPE BEING THE NORTHEASTERN PROPERTY CORNER OF TRACT 1 AS SHOWN IN BOOK OF MAPS 2007, PAGE 1763, WAKE COUNTY REGISTRY; THENCE S 47°59'56" E A DISTANCE OF 270.34 FEET TO AN EXISTING IRON PIPE; THENCE N 85°19'41" E A DISTANCE OF 397.02 FEET TO A POINT; THENCE S 04°40'19" E A DISTANCE OF 153.13 FEET TO A POINT; THENCE ALONG AND

WITH A CURVE TO THE LEFT AN ARC DISTANCE OF 231.19 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF S 37°47'14" E AND A CHORD DISTANCE OF 218.53 FEET TO A POINT; THENCE S 70°54'08" E A DISTANCE OF 243.31 FEET TO A POINT AT SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD; THENCE ALONG AND WITH SAID WESTERN RIGHT-OF-WAY OF AVERETTE ROAD S 19°05'52" W A DISTANCE OF 71.19 FEET TO A POINT; THENCE S 15°50'31" W A DISTANCE OF 102.56 FEET TO A POINT; THENCE S 09°19'34" W A DISTANCE OF 102.62 FEET TO A POINT; THENCE S 05°49'11" W A DISTANCE OF 295.80 FEET TO THE POINT OF BEGINNING, CONTAINING 14.7574 ACRES

Exhibit 2: Proposed Zoning Conditions

1101 Averette Road

5/19/2026

1. The development of the property shall be in substantial conformance with the accompanying Concept Site Plan. Locations shown for committed elements including, but not limited to greenways, streets, and open areas shown on the Concept Site Plan, may be adjusted to conform to LDO requirements or as permitted as a minor adjustment by the Land Development Administrator.

2. For the portion of the Property zoned, RH-CZ, there shall be a maximum of seventy-six (76) dwelling units and any townhome dwellings shall contain no more than three (3) attached units. The only permitted use within the RH-CZ District shall be:

a. Dwellings, Single Family, Attached

3. For the portion of the Property zoned CG-CZ, the following Principal Uses as listed in LDO Table 5.1 shall be prohibited:

- a. Dwelling, Upper Story Unit
- b. Lodge or Private Clubs
- c. Schools (K-12)
- d. Bars and Nightclubs
- e. Funeral Home
- f. Gas Station
- g. Golf Course
- h. Self-Storage Enclosed
- i. Tattoo Establishment
- j. Vape and Tobacco Store
- k. Vehicle, Rental and Sales
- l. Vehicle, Minor Service
- m. Minor Utility
- n. Major Utility
- o. Minor Transportation Installation
- p. Telecommunication Tower
- q. Water Storage Tower

4. Pollinator Garden: The development shall include at least one pollinator garden. The pollinator garden shall be a landscaped garden in which at least seventy five percent (75%) of all plants, excluding grasses, are native milkweeds and other nectar-rich flowers. The final location(s) of pollinator garden shall be determined at subsequent stages of approval and will be identified on the landscape plan submitted with the construction drawings. The pollinator garden shall be constructed prior to the issuance of the final residential building permit.



Board of Commissioners

Item Memo

To: Mayor and Town Board
From: Eric L. Marsh
Date: Tuesday, July 21, 2026
Re: 12.a.i. Authorization to Execute Agreement for Purchase of Property (204, 206, and 208 S Main Street) – Main Street Park Expansion

Background

Staff respectfully requests that the Town Board authorize the Town Manager to execute the attached Agreement for Purchase and Sale to acquire the properties located at 204, 206, and 208 South Main Street from Eddins Family, LLC, for a purchase price of \$965,000. The agreement includes a fifteen (15) day due diligence period followed by a forty-five (45) day closing period and provides the Town the opportunity to complete all necessary inspections and title review prior to closing.

The acquisition of these strategically located properties will support the long-term expansion of Main Street Park and advance the Town's vision for a vibrant downtown destination. Expanding the park will create opportunities for additional green space, community gathering areas, public events, and future recreational amenities while preserving land that complements ongoing public investments along the Main Street corridor. This purchase represents a significant investment in the Town's downtown revitalization efforts and will enhance the quality of life for residents and visitors for years to come.

Recommended Action

Staff recommends approval of the attached purchase agreement and authorization for the Town Manager to execute all documents necessary to complete the transaction.

Attachment

Agmmt to Purchase Property (204, 206, and 208 S. Main St), ROLESVILLE, General, Eddins Land - Signature Page and Exhibit B to Contract



NC REALTORS®
Commercial Forms

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions:

"Seller": Eddins Family, LLC
 "Buyer": Town of Rolesville
 "Property" Street Address: 204, 206, 208 S Main St
 City: Rolesville Zip: 27571 County: Wake, NC
 Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
 Plat Book/Slide _____ at Page(s) _____ PIN/PID: 1759-90-5567, 1759-90-4676, 1759-90-4541
 Other description: _____
 Some or all of the Property may be described in Deed Book _____ at Page _____
 Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated by reference. Any personal property should be included in **Exhibit A**.

NOTE: If the Buyer or Seller is an entity, then in order to form a binding agreement and complete a transaction the entity must be validly formed and in good standing with the Secretary of State in the State of formation of the entity.

"Purchase Price": \$ 965,000.00 paid in U.S. Dollars upon the following terms:
 \$ _____ EARNEST MONEY as ☐ cash ☐ personal check
☐ official bank check ☐ wire transfer ☐ electronic transfer (details below)
 \$ _____ PROMISSORY NOTE (details below)
 \$ 965,000.00 BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

"Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

"Examination Period" will begin on the first day after the Contract Date and extend through 5:00pm (based upon time at the locale of the Property) on forty five (45) days thereafter. **TIME BEING OF THE ESSENCE.**

"Closing" shall occur on or before: fifteen (15) days following the end of the Examination Period
 _____ (See Section 11 for details).

Page 1 of 9



This form jointly approved by:
 North Carolina Bar Association
 NC REALTORS®

Buyer Initials _____ Seller Initials _____

Initial
 RE

STANDARD FORM 580-T
 Revised 7/2025
 © 7/2025

"Broker(s)" shall mean: Nowell Investment RE ("Listing Agency")
Ryan Shields Lic. No. 329034 ("Listing Agent")
 Acting as: ☒ Seller's Agent ☐ Dual Agent
 ("Selling Agency")
 Lic. No. _____ ("Listing Agent")
 Acting as: ☐ Buyer's Agent ☐ Seller's (Sub)Agent ☐ Dual Agent

"Seller's Notice Address" shall be as follows:

6105 Hope Farm Ln, Wake Forest, NC 27587

e-mail address: rolesvillefurn@mindspring.com fax number: _____
 except as same may be changed pursuant to Section 12.

"Buyer's Notice Address" shall be as follows:

502 Southtown Circle

Continued... See Addendum Buyer's Notice Address 1

e-mail address: emarsh@rolesvillenc.gov fax number: _____
 except as same may be changed pursuant to Section 12.

- ☒ If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ If this block is marked, additional terms of this Agreement are in the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ If this block is marked, additional terms of this Agreement are in the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Earnest Money Terms: The Earnest Money shall be deposited in escrow with Amy Stevens

(“Escrow Agent”) within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☒ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST-BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer ID Number is: _____).

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

Page 2 of 9
 Buyer Initials _____ Seller Initials RE

STANDARD FORM 580-T
 Revised 7/2025
 © 7/2025

Promissory Note Terms: Any promissory note must be secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____%) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following: all customary costs

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following: all customary costs

_____. Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed.

Page 3 of 9
 Buyer Initials _____ Seller Initials RE

STANDARD FORM 580-T
Revised 7/2025
© 7/2025

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant, could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the

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 Buyer Initials _____ Seller Initials ^{Initial} RE

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Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such

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 Buyer Initials _____ Seller Initials _____

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obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1 as to Seller, and in Section 1 as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1 as to Seller, and in Section 1 as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1 as to Seller, and in Section 1 as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): none

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

Initial

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Buyer Initials _____ Seller Initials _____

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1 of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

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Buyer Initials _____ Seller Initials _____

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☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Date:

Date:

SELLER:

Individual

Date:

Date:

Business Entity

Town of Rolesville

(Name of Entity)

By:

Name: Eric Marsh

Title: Town Manager

Date:

Business Entity

Eddins Family, LLC

Signed by: (Name of Entity)

By: Rick Eddins

83B8B7770672479...

Name: Ricky L Eddins

Title: Manager

Date: 6/15/2026

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 13.

ADDENDUM

PROPERTY: 204, 206, 208 S Main St, Rolesville, NC 27571

1) Buyer's Notice Address

P.O. Box 250

Rolesville, NC 27571

[Empty lined area for additional address information]

Date: _____

Signature _____

Date: _____

Signature _____

Date: 6/15/2026

Signed by: *Rick Eddins*
Signature _____

Date: _____

Signature _____

Addendum

SIGNATURE PAGE – TOWN OF ROLESVILLE
[Replacement Buyer Signature Page to Standard Form 580-T]

“Buyer”

TOWN OF ROLESVILLE (SEAL)

By: _____
Name: Eric Marsh
Title: Town Manager
Date: _____

[Town Seal Above]

Attest:

Christina Frazier – Town Clerk

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

Name: _____
Title: _____

EXHIBIT B

[Additional Terms to Standard Form 580-T]

ADDITIONAL TERMS

1. Effect of Exhibit. If any provision of this Exhibit B conflicts with any provision of the Agreement, the provisions of this Exhibit B shall control. All references to this Agreement (or any variation of such term) shall be deemed to be the Agreement, as modified by this Exhibit B.

2. Diligence Fee. As independent consideration for the execution of this Agreement, Buyer shall pay to Seller by Town business check a one-time payment of ***Twenty Thousand 00/100 Dollars (\$20,000.00)*** within three (3) days following the Contract Date (the “**Diligence Fee**”). For the avoidance of doubt, any use of the term “Earnest Money” in the Contract not naturally mooted by the provisions of this Paragraph, shall be deemed replaced with the term “Diligence Fee.” The Diligence Fee shall be applicable to the Purchase Price. Notwithstanding any provision of the Contract to the contrary, the Diligence Fee shall be non-refundable to Buyer except in the event of an uncured Seller default.

3. No Pledge of Taxing Power; Pre-Audit. Seller acknowledges that all terms and conditions of this Agreement are dependent upon appropriation of funds. This Agreement shall automatically terminate if funds cease to be available. Pursuant to the Local Government Budget and Fiscal Control Act, this Agreement shall not be effective until the Finance Officer has preaudited this obligation by executing the certificate included on the signature page of this Agreement.

4. Seller’s Representations and Warranties. In addition to all representations and warranties of Seller set forth in this Agreement, Seller represents and warrants to Buyer as of the Contract Date and as of the date of Closing as follows:

(a) Seller is neither (i) excluded from federal or state contracts; nor (ii) named on any list maintained by the North Carolina State Treasurer prohibiting public contracting.

(b) Seller has no conflicts of interest in the entering of this Agreement with the Town and has made no improper gifts to Town officials.

5. Deliveries. In addition to those deliveries required of Seller pursuant to the Agreement, Seller shall properly execute, acknowledge, and deliver to Buyer and the title company at Closing the following:

(a) an affidavit executed jointly with Buyer regarding the NC VCAP e-Courts Odyssey Portal Computer Data Migration in the form promulgated by the North Carolina Land Title Association; and

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

Buyer Initials _____ Seller Initials Initial
RE _____



Board of Commissioners

Item Memo

To: Mayor and Town Board
From: Eric Marsh - Town Manager
Date: Tuesday, July 21, 2026
Re: 12.a.ii. Year In Review 2025/2026 — Delivering On Our Commitments

Background

The accomplishments highlighted in this report demonstrate the Town's continued commitment to responsible governance, fiscal stewardship, and exceptional public service. Throughout FY2025–26, the Town successfully advanced the priorities established in the adopted budget by investing in employees, strengthening essential services, and laying the foundation for long-term growth.

From enhancing public safety and expanding recreational opportunities to advancing major capital projects and supporting economic development, these achievements reflect the dedication of our employees and the leadership of the Mayor and Board of Commissioners.

As Rolesville continues to grow, we remain committed to delivering high-quality services, investing wisely in our community, and building a stronger future for all who call Rolesville home.

Recommended Action

Attachment

None