AGENDA | REGULAR TOWN COUNCIL MEETING

February 14, 2023 at 6:00 PM
Council Chambers - Apex Town Hall, 73 Hunter Street
The meeting will adjourn when all business is concluded or 10:00 PM, whichever comes first

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro-Tempore: Audra Killingworth
Councilmembers: Brett D. Gantt; Terry Mahaffey; Edward Gray; Arno Zegerman
Town Manager: Catherine Crosby | Deputy Town Manager: Shawn Purvis
Assistant Town Managers: Demetria John and Marty Stone
Town Clerk: Allen Coleman | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

All Consent Agenda items are considered routine, to be enacted by one motion with the adoption of the Consent Agenda, and without discussion. If a Council Member requests discussion of an item, the item may be removed from the Consent Agenda and considered separately. The Mayor will present the Consent Agenda to be set prior to taking action on the following items:

CN1 Agreement Renewal - Rebuilding Together of the Triangle (RTT) - Housing Rehabilitation Program Administration Service Agreement and Apex Cares Housing Rehabilitation Program Updates

Shannon Cox, Long Range Planning Manager, Planning

CN2 Annexation No. 746 – Friendship Village – 27.853 acres

Allen Coleman, Town Clerk

CN3 Annexation No. 749 – Apex Gateway Phase 2 – 244.87 acres

Allen Coleman, Town Clerk

CN4 Annexation No. 750 – 2012 Ramblewood Drive – 5.719 acres

Allen Coleman, Town Clerk

CN5 Budget Ordinance Amendment No. 14 and Capital Project Ordinance Amendment No. 2023-4 - GoApex Route 1 Improvements - CDBG

Shannon Cox, Long Range Planning Manager, Planning

CN6 Contract Multi-Year - National Power, LLC - Generator Service/Repair - January 1, 2023 through December 31, 2025

Michael Deaton, P.E., Director, Water Resources

CN7 Contract Multi-Year - TexNXS, LLC - AquaResource Software Support - April 1, 2023 through March 31, 2026

Michael Deaton, P.E., Director, Water Resources

CN8 Council Meeting Minutes

Allen Coleman, Town Clerk

CN9 Encroachment Agreement - 3018 Lauder Lane Lot 30

Marty Stone, Assistant Town Manager

CN10 Encroachment Agreement - 1730 Wimberly Road Lot 186

Marty Stone, Assistant Town Manager

CN11 Memorandum of Understanding (MOU) between Hurricanes Hockey, LP and the Town of Apex - Joint Re-Development and Use of Town Facility

Angela Reincke, Parks Planning Project Manager, Parks, Recreation, and Cultural Resources

CN12 Rezoning Case No. 22CZ13 - 2021 N Salem St PUD - Statement and Ordinance

Amanda Bunce, Current Planning Manager, Planning

CN13 Rezoning Case No. 22CZ19 - The Heights PUD - Set Public Hearing

Shelly Mayo, Planner II, Planning

CN14 Rezoning Case No. 22CZ23 - Yellowbridge PUD Amendment - Statement and Ordinance

Lauren Staudenmaier, Planner II, Planning

CN15 Rezoning Case No. 22CZ24 - Apex Gateway Ph 1 (Project Real Amendment) - Statement and Ordinance

Amanda Bunce, Current Planning Manager

CN16 Rezoning Case No. 22CZ26 - Apex Gateway Ph 2 - Set Public Hearing

Amanda Bunce, Current Planning Manager, Planning

CN17 Surplus - 2002 Sterling Water Tanker (Fleet Number 118) to the Town of Morrisville

Jeffrey Maynard, Assistant Chief, Fire Department

CN18 Unified Development Ordinance (UDO) Amendments - February 2023 - Set Public Hearing

Amanda Bunce, Current Planning Manager, Planning

CN19 Veridea Environmental Enhancement Plan - Set Public Hearing

Amanda Bunce, Current Planning Manager, Planning

PRESENTATIONS – *None*

REGULAR MEETING AGENDA

Mayor Gilbert will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions.

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address items that appear as Public Hearings scheduled on the Regular Agenda. The Mayor will recognize those who would like to speak at the appropriate time. Large groups are asked to select a representative to speak for the entire group. Comments must be limited to 3 minutes to allow others the opportunity to speak.

PUBLIC HEARINGS

PH1 Annexation No. 743 - 7624 Reams Ct. (Bhat Property) - 5.45 acres

Dianne Khin, Director, Planning

PH2 Annexation No. 751 - 2705 Richardson Road - 3.677 acres

Dianne Khin, Director, Planning

PH3 Ordinance Amendment for Chapter 5 - Soil Erosion and Sedimentation Control

Robert Patterson, P.E., Senior Engineer, Water Resources

NEW BUSINESS

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Allen Coleman, Town Clerk

NCGS §143-318.11 (1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

CS2 Jacques K. Gilbert, Mayor

NCGS §143-318.11 (6):

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

CS3 Jacques K. Gilbert, Mayor

NCGS §143-318.11 (6):

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning

Requested Motion

Motion to approve updates to the Apex Cares – Housing Rehabilitation Program Guidelines and motion to approve, and to authorize the Town Manager to sign and execute, the Agreement for Housing Rehabilitation Program Administration Services.

Approval Recommended?

Yes

Item Details

The Apex Cares Housing Rehabilitation Program requires updates to the current Program Guidelines and Agreement in order for the Town's partner, Rebuilding Together of the Triangle (RTT), to continue the Program for the 2023-2024 Fiscal Year. The updates and changes are based on the experience of RTT administering the program over the past year. Changes to the agreement with RTT include raising the fee from 15% to 18% of project hard costs (which are applied to a proposed higher cap reflected in the guidelines) and updated contractual provisions. Changes to the guidelines include: raising the funding cap per household within a 5-year period from $15,000 to $20,000; establishing a process to review exceptions to the cap on a case-by-case basis; updating reporting requirements; revising required documentation provided by applicants; clarifying and modifying eligible repairs to include certain appliances and exclude functioning systems and structures that are not critical to health, safety, or the efficient use of the home; and establishing a review process in the cases when applications are denied.

Attachments

- Attachment A: Updated Town of Apex Agreement for Housing Rehabilitation Program Administration Services
- Attachment B: Updated Apex Cares – Housing Rehabilitation Program Guidelines
- Attachment C: Current Town of Apex Agreement for Housing Rehabilitation Program Administration Services (showing tracked changes)
- Attachment D: Current Apex Cares – Housing Rehabilitation Program Guidelines (showing tracked changes)

AGREEMENT FOR HOUSING REHABILITATION PROGRAM ADMINISTRATION SERVICES

This Agreement for Housing Rehabilitation Program Administration Services ("Agreement"), made as of the _____ day of _____, 2023 by and between the Town of Apex (hereafter, "Town") and Rebuilding Together of the Triangle, Inc., a North Carolina non-profit corporation (hereafter, "Agency").

RECITALS

WHEREAS, Town funds a Housing Rehabilitation Program ("Program") with the goal of assisting low-income homeowners of single-family detached dwellings, condominiums, and townhomes in preserving safe and sanitary housing and correcting hazardous structural conditions to prevent and eliminate blight for the benefit of the public at large;

WHEREAS, Agency is a non-profit organization whose mission includes preserving affordable homeownership;

WHEREAS, Town chose Agency to assist with administering Program and Agency desires to provide such services under the terms and conditions contained herein; and

WHEREAS, this Agreement is authorized by NCGS 160A-20.1.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

ARTICLE 1
EFFECTIVE DATE AND SCOPE OF SERVICES

1. Recitals. The Recitals are incorporated into Agreement. This Agreement shall be effective upon execution by both parties ("Effective Date").

2. Services. This Agreement is for Program administration services to be provided by Agency with respect to the Town's Program, and generally consisting of administering Town funds ("Program Funds") in a manner that ensures Program Funds are given to eligible, low-income, owner-occupied homeowners of single-family detached dwellings, condominiums and townhomes within Town corporate limits to cover the cost of Program-eligible housing repairs ("Services"). Agency shall provide all Services in compliance with this Agreement and all requirements of the Program Guidelines ("Guidelines") attached hereto as Attachment A and incorporated herein by reference.

3. Program Funds. The total amount of Program Funds to be disbursed to Agency to provide Services is two-hundred and fifty thousand dollars ($250,000.00). In no event shall the Agency's expenditures of Program Funds exceed this amount. Program Funds shall only be used to reimburse Program participants for the actual cost of Program-eligible housing repairs and developer fees. Agency shall not use Program Funds to pay for overhead, administration, or any other costs related to Services.

4. Agency Fee. The Agency shall calculate and collect from the Town its Fee as follows:

    a. A sum of $500.00 to process each application for the Program Funds.
    b. The remainder of the Fee shall include an 18% markup of Project Hard Costs, which shall include, but not be limited to, invoices received from subcontractors for the Services; invoices received from suppliers for supplies necessary to provide Services; and labor costs in providing Services. Project Hard Costs shall not include staff time for activities including, but not limited to, organizing volunteers, processing paperwork, filing for and obtaining permits, and hiring subcontractors..
    c. The Town will pay the Agency the amounts due under this section within 30 days from receipt of invoice. Town has the right to require the Agency to produce for inspection all of Agency's records and charges to verify the accuracy of all invoices. Town shall pay Agency's invoices at times set forth above unless a bona fide dispute exists between Town and Agency concerning the accuracy of said invoice or the services covered thereby.

5. Term. The term of this Agreement shall be for a period beginning on Effective Date and ending one (1) year from Effective Date. If Agency commits Program Funds to one or more individual rehabilitation projects ("Project(s)") and any one or more of Projects are not completed prior to the termination of this Agreement, then and in that event this Agreement shall continue as to incomplete Projects until such time as the last of Projects undertaken hereunder is satisfactorily completed.

6. Agency Representations. Agency represents and agrees that now and continuing for the term of Agreement, Agency:
    a. Is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
    b. Shall exercise reasonable care and diligence, and shall act in the best interest of Town;
    c. Shall act in accordance with Program Guidelines;
    d. Shall act in accordance with generally accepted standards of Agency's practice applicable to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations (collectively 'Laws and Regulations');
    e. Possesses all necessary qualifications, licenses and certifications;
    f. Shall assure that the individual(s) signing Agreement have the right and power to do so and bind Agency to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

ARTICLE 2
RESPONSIBILITIES OF NON-PROFIT

1. Compliance with Guidelines. Agency shall comply with Program Guidelines at all times. All defined terms used in this Agreement shall have the same meanings as used in Program Guidelines. Failure of the Agency to comply with Program Guidelines shall be an event of default under this Agreement.

2. Taxes, Permits and Licenses. Agency is responsible for all applicable taxes and license fees and shall acquire all licenses and permits required by Laws and Regulations.

ARTICLE 3
RESPONSIBILITIES OF TOWN

1. Cooperation and Coordination. In addition to being responsible for the duties set forth as duties or responsibilities of Town in Program Guidelines, Town may designate, in writing, a person to act as project manager who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

ARTICLE 4
INSURANCE

1. Insurance. Agency and Agency's permitted subcontractors shall purchase and maintain during the term of this Agreement insurance for protection from claims under workers' or workmen's compensation acts; Commercial General Liability Insurance (including contractual liability and completed operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of Agency's' employees or subcontractors or any other person and to real and personal property; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage; Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to Agency's performance under this Agreement; and Agency shall acquire a fidelity bond or crime insurance covering at a minimum employee theft, computer crime, funds transfer fraud and social engineering. The fidelity bond or crime insurance should cover employees, volunteers, board members, officers, and all other personnel with access to the Agency's funds. The coverage limit should be in an amount equal to or greater than the amount the Town provides to the Agency.

   Minimum limits of insurance coverage are:

General Liability	$1,000,000 per Occurrence/$2,000,000 aggregate
Commercial Automobile Liability	$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	$1,000,000 per occurrence
Workers Comp	Statutory Limits
Employers Liability	$500,000 per occurrence
Professional Liability	$1,000,000 per claim

   The Agency may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers
The minimum insurance ratings for any company insuring the Agency shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Agency to purchase insurance from a company whose rating meets the minimum standard. Agency's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Agency is unable to find an authorized carrier for any line of insurance coverage, Agency shall notify Town in writing.

Additional Insured Status
All insurance policies (except Workers Compensation and Professional Liability) shall name the Town of Apex as an additional insured.

Notice of Cancellation
Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, Agency shall procure substitute insurance so as to assure Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary
Agency's insurance coverage shall be primary and non-contributory for any claims related to this agreement.

Waiver of Subrogation
The insurer shall have no right of recovery or subrogation against Town, its agents, or agencies, it being the intention of the parties that the insurance policies shall protect Town and be primary coverage for any and all losses covered by the policies.

Verification of Coverage
A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. The Town's review or acceptance of certificates of insurance shall neither relieve Agency of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder address should read:
Town of Apex
PO Box 250
Apex, NC 27502

Special Risks or Circumstances
The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 5
DAMAGES AND REMEDIES

1. Services, Reimbursement, and Deductions. Agency shall reimburse Town for costs, damages, and expenses, including reasonable attorney's fees and expert's fees incurred by Town if such costs, damages, and expenses are the result of any error, omission, or delay of, or failure by Agency to perform as required by Agreement. Agency shall repay to Town any Program Funds disbursed by Agency in violation of Guidelines.

2. Indemnity. To the fullest extent permitted by Laws and Regulations, Agency shall indemnify and hold Town, its officers and employees, harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Agency of any term or condition of this Agreement or written amendment, (b) any breach or violation by Agency of any applicable Law or Regulation, or (c) any other cause resulting from any act or failure to act by Agency under this Agreement or written amendment, but only to the extent caused by any negligence or omission of Agency. This indemnification shall survive the termination of this Agreement.

3. Non-Exclusivity of Remedies/No Waiver of Remedies. The selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power, or remedy accruing to a party shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

4. Waiver of Damages. Agency shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any consequential damages.

ARTICLE 6
AMENDMENTS TO AGREEMENT

1. Changes in the Services. Changes in the Services or a change in duration or any other term of this Agreement shall be made only by a written amendment executed by both parties.

ARTICLE 7
TERMINATION AND SUSPENSION

1. Termination for Convenience of Town. This Agreement may be terminated without cause by Town and for its convenience upon ten (10) days written notice to Agency.

2. Other Termination. After ten (10) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

3. Return of Uncommitted Funds. Should this Agreement be terminated for any reason, Agency shall, within thirty (30) days of the date of termination, return all Program Funds in its possession that have not been previously committed to eligible Projects.
4. Survival. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify any indemnity or records retention required hereunder or under Guidelines.

5. Suspension.

    a. Town may order Agency in writing to suspend, delay, or interrupt all or any part of the Services for the convenience of Town.

    b. A suspension, delay, or interruption of the Services shall not terminate this Agreement.

ARTICLE 8
ADDITIONAL PROVISIONS

1. Limited Assignment/Delegation. This Agreement shall bind Agency and its successors and permitted assigns. Agency shall not assign or transfer its rights or interest in this Agreement (including the right to payment), nor shall Agency delegate its duties under this Agreement, without the Town's written consent, which the Town may grant or withhold in its sole discretion. The Town's consent shall not release Agency of any obligation under this Agreement and Agency and permitted assigns shall be subject to all of Town's defenses. Any attempt to assign this Agreement without the prior written approval of Town shall be void. If Agency utilizes approved subcontractors, Agency shall be responsible for the scheduling, completeness, quality, accuracy, and timeliness of all their work. Town has the right to request that any subcontractor be replaced due to unsatisfactory performance.

2. Governing Law. The parties acknowledge this Agreement is a "business contract" subject to the provisions of N.C.G.S. Chapter 1G and agree that this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of law's provisions. The Parties further agree that any dispute arising from this Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to this Agreement shall be

brought exclusively in Wake County, North Carolina. Service of process may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure.

3. Entire Agreement; Amendments. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, "clickthrough agreement"). This Agreement may be amended only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.

4. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

5. Notice. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the Town, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Agency, if to the Agency, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express mail or registered or certified mail, postage prepaid, to the Town's or Agency's address. The date of said notice shall be the date of such delivery, in the case of delivery in person, or mailing when sent by courier or mail.

   The notice address for the Town shall be:

   Planning Department
   Town of Apex
   Attn: Housing Program Manager
   PO Box 250 / 73 Hunter Street
   Apex, NC 27502

   The notice address for the Agency shall be:

   Rebuilding Together of the Triangle
   Attn: Executive Director
   2201 Brentwood Road, Suite 109
   Raleigh, NC 27604

6. Gifts and Favors. Agency shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.

7. Public Records; Confidential Records and Information. Agency acknowledges that records made or received in connection with the transaction of public business, including records related to this Agreement in the possession of Agency, are public records and subject to public records requests. Agency must provide such records to Town upon request. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and

indemnification by Agency. Agency shall make Town aware of any public records requests made in regard to Services or this Agreement. If Agency, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information otherwise protected from disclosure by Federal or State law ("Confidential Information"), Agency, its employees and subcontractors, shall not disclose any such Confidential Information.

8. Verification of Work Authorization. Agency, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

9. Anti-Human Trafficking. Agency warrants and agrees that no labor supplied by the Agency or the Agency's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation, or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

10. No Third-Party Beneficiaries. There are no third-party beneficiaries to Agreement.

11. Independent Contractor. Agency is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by Agency to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of Agency only. Agency shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If Town notifies Agency in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Town, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Town.

12. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Agency hereby warrants and agrees that Agency will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status. Neither party shall discriminate on any prohibited basis. Agency must comply with the Americans with Disabilities Act of 1990 ("ADA").

13. Pre-Audit Requirement; Non-Appropriation. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the Town of Apex Finance Director. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are

not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

14. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

15. No Waiver of Sovereign or Qualified Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by Town pursuant to N.C.G.S. 160A-485 or to in any way waive Town's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of Town shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

16. Further Assurances. Agency agrees that it will cooperate with Town and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as Town may reasonably request from time to time in order to effectuate the provisions and purposes of Agreement.

17. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (2) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (3) References to a "Section" or "section" or "paragraph" shall mean a section or paragraph of this Agreement. (4) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (5) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Agreement. (6) "Duties" includes obligations. (7) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (8) The word "shall" is mandatory. (9) The word "day" means calendar day. (10) Normal business hours means Monday through Friday from 8:00 a.m. until 5:00 p.m. Eastern Standard Time.

18. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. Agency and Town hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by

the Agreement and any related documents. If electronic signatures are used, the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

IN WITNESS WHEREOF, Agency and Town, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written, on the following pages.

AGENCY	**TOWN**
Rebuilding Together of the Triangle, Inc.	**Town of Apex**
By:_____ (signature)	By:_____ (signature)
Name: Dan Sargent	Name: Catherine Crosby
Title: Executive Director	Title: Town Manager

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

_____
Finance Director

TOWN OF APEX
APEX CARES – HOUSING REHABILITATION PROGRAM GUIDELINES

I. OVERVIEW OF PROGRAM

a. Purpose of the Program
The purpose of the Apex Cares - Housing Rehabilitation Program ("Program") is to assist eligible resident homeowners of single-family, detached dwellings; condominiums; and townhomes with needed repairs to preserve safe and sanitary housing, correct hazardous structural conditions, help residents age in place, and improve accessibility for persons with disabilities. This program will also help preserve naturally-occurring affordable housing in Apex. Through the Program, assistance to complete eligible housing repairs will be given to eligible, low-income, owner-occupied homeowners of single-family homes, condominiums, and townhomes within Town of Apex corporate limits. The Program's eligibility criteria are further outlined under Section II of these Housing Rehabilitation Program Guidelines ("Guidelines").

b. Source of Funds and Relationship with Non-Profit Agencies
Funding for Program is provided through the Town of Apex Affordable Housing Fund. Apex will contract with non-profit agencies ("Agencies") to provide administrative services and to organize, oversee, and ensure performance of housing repair activities contemplated by these Guidelines. Apex shall market the Program, develop Program guidelines, and process funds to the Agencies. Apex shall not serve as a general contractor or otherwise oversee any housing repair activities provided through the Program.

c. Amount of Assistance Available
Funding per eligible household shall be based on household need, level of home repair need, and overall funding availability, but shall not exceed $20,000 per household within a 5-year period, unless a formal exception is provided by the Town of Apex.

Exceptions shall be considered on a case-by-case basis according to the following process:
   i. Agency shall provide project information, cost estimates, and photos to Town housing staff to review recommendation of exception of funds for the project.
   ii. Housing staff shall review request and send recommendation to Assistant Town Manager or their designee.
   iii. Assistant Town Manager or their designee shall provide final decision to approve or deny the exception.

II. PROGRAM SERVICES PROVIDED BY AGENCIES

a. Agencies participating in Program shall provide the following services in compliance with Guidelines:
   i. Screen applicants and properties for eligibility pursuant to the requirements set out in these Guidelines including but not limited to:

1. Verify identity, ownership, and occupancy of property by applicant; and
2. Review restrictive covenants for subject property to determine if Homeowner Association or Condominium Owner Association approval is required.

ii. Enter into contracts with each applicant who will receive Program Funding;
iii. Perform all duties required as General Contractor on program repair projects including, but not limited to, procurement of labor and materials for project;
iv. Find licensed subcontractors to perform work, when applicable;
v. Require applicants and subcontractors working on their behalf to submit documentation as work progresses;
vi. Confirm improvements have been made in accordance with the contract with applicant and in compliance with applicable laws or regulations;
vii. Collect and have the ability to provide all documentation set out in these Guidelines;
viii. Comply with all other requirements set out in these Guidelines;
ix. Prepare and submit quarterly reports to the Town regarding progress, including: applications received, homeowners assisted, requests denied or delayed, funds expended, and successes and issues of concern; and,
x. Provide customer service to applicants before and after repairs are completed.

III. APPLICANT ELIGIBILITY REQUIREMENTS

a. Income Eligibility Standards Based on Total Persons in Household

Agencies shall ensure that participation in Program is limited to applicants whose annual household income does not exceed 65 percent of the area median income, adjusted for household size and reported for the Raleigh Metropolitan Statistical Area, as determined for each fiscal year by the Department of Housing and Urban Development. Agencies shall require applicants to submit documentation necessary to determine applicant eligibility.

b. Property Ownership

To be eligible to receive assistance through Program, applicant(s) shall be the current owner(s) of the property to be rehabilitated ("Property"), live on the Property as their principal place of residence and have owned and lived on the property for a minimum of three years. Property owner(s) are any person(s) or legal entity that holds title to the Property. In instances of multiple ownership, the signature of each owner is required on all appropriate documents. Agencies shall verify Property ownership and require all current owners to give written consent to all work proposed to be done on the Property prior to contracting for or initiating such work.

c. Required Documentation

Applicants shall submit an Apex Cares Housing Rehabilitation Program Inquiry Form to Agencies. Agencies shall require applicant(s) to submit the documents necessary to determine eligibility, which may include:

i. Copy of Federal Income Tax forms for the previous year (2 years if applicant is self-employed);

ii. Copy of recent payroll check stubs, Social Security checks, Social Security SSI checks, AFDC checks or pension and retirement checks, bank statement (six months), or other appropriate and acceptable income and asset verifications;
iii. Copy of any insurance policies covering the property;
iv. Proof of mortgage and utility payments;

d. Re-Application Period
In order to give as many persons the opportunity to participate in the Program as possible, applicants may apply for a maximum of $20,000 through the Program in any 5-year period. Applicants may apply for funding multiple times within a 5-year period; however, no applicant(s) who has received $20,000 in assistance within a 5-year period may receive additional funding, unless no other applicants are awaiting assistance under the Program, or unless a formal exception has been granted by the Town of Apex according to the procedure outlined in Section I.C. of these guidelines.

IV. PROPERTY ELIGIBILITY REQUIREMENTS

a. Areas Eligible Under Program
Properties that are rehabilitated as part of Program must be zoned and used for residential purposes and located within the corporate limits of the Town of Apex.

b. Minimum Property Rehabilitation Standards
All work performed shall meet all applicable standards contained in Town ordinances, local building and safety codes, and the State Building Code, as well as any other applicable federal, state, or local laws or regulations.

c. Eligible Structures
Only owner-occupied, single-family detached dwellings, condominiums, or townhomes are eligible for rehabilitation through Program.

d. Rehabilitation Needs which Warrant Priority Repair
Applicants in need of the following health and safety items shall be given priority, in the order listed below, when Agencies select recipients of Program funds:
i. Roof
ii. Foundation;
iii. Electrical wiring;
iv. Plumbing;
v. Heating/Cooling System;
vi. The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

e. Eligible Improvements and Repairs
Improvements and repairs that may be eligible through the Program are:
i. Correction of code violations;

ii. Correction of current or emerging violations of the applicable Building Code;
iii. Testing and treatment/removal of lead-based paint/asbestos hazards;
iv. Removal of barriers to persons with disabilities;
v. Repair/replace roofing;
vi. Repair/replace HVAC systems;
vii. Repair/replace plumbing/sewer pipes/fixtures;
viii. Repair/replace screens;
ix. Install new smoke alarms;
x. Install new insulation;
xi. Repair/replace kitchen and bath flooring;
xii. Repair/replace refrigerator;
xiii. Repair/replace range;
xiv. Repair/replace water heaters;
xv. Repair/replace bath fixtures;
xvi. Repair/replace washer/dryer;
xvii. Repair/replace countertops;
xviii. Repair/replace electrical system;
xix. Installation of ground-fault circuit interrupters;
xx. Repair/replace windows;
xxi. Repair/replace plaster, siding and stucco;
xxii. Painting (inside and outside);
xxiii. Install new deadbolt locks;
xxiv. Interior accessibility improvements for persons with disabilities;
xxv. Repairs or improvements to allow residents to age in place, such as, but not limited to: installation of grab bars in hallways and showers, stair lifts, and walk-in tubs;
xxvi. Repair/replace carpet;
xxvii. Structural repairs/modifications (only to correct existing structural code deficiencies or to provide accessibility to persons with disabilities);
xxviii. Entry repairs;
xxix. Cost effective energy conservation measures, including solar heating, cooling, and water systems permanently affixed to dwelling;
xxx. Any items determined eligible by the Town; and
xxxi. The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

f. Ineligible Improvements and Repairs

The following repairs and improvements **are not** eligible for funding through the Program:

i. All improvements covered by a homeowners' association or condominium-owners' association.
ii. New construction;
iii. Reimbursement for an owner's personal labor;
iv. Appliances (except items listed in Section IV.e.);
v. Purchase, installation, or repair of furniture;
vi. Demolition that does not improve the existing structure;

vii. Repairs that are interim in nature;
viii. Wrought iron security devices;
ix. Recreational equipment, facilities, or repairs;
x. Kennels;
xi. Bath houses, swimming pools, saunas, hot tubs, or Jacuzzis;
xii. Photomurals, stands, television antennas, valances, or cornice boards;
xiii. Burglar alarms or security systems;
xiv. Greenhouses;
xv. Drapes;
xvi. Barbecue pits;
xvii. Repair/replace fencing;
xviii. Luxury Items; and
xix. Repair or replacement of functioning systems and structures that are not critical to health, safety or the efficient use of the home.

g. Appeals of denials of eligibility

If a proposed improvement or repair is denied by the Agency because it is not present on the above lists, or because it is listed as an ineligible improvement or repair, but the Applicant believes it would accomplish the goals of Program, the Applicant may seek an eligibility determination from the Town. In seeking such eligibility determination, the Applicant shall contact the Town's housing staff directly to request the appeal of their eligibility denial by the Agency.

Town housing staff shall review the request to determine participant eligibility as well as eligibility of the proposed improvement or repair and make a recommendation to the Assistant Town Manager for approval or denial of the appeal based on whether, in the housing staff's opinion, the proposed improvement or repair would accomplish the Town's goals of the Program.

The Assistant Town Manager shall review the decision of the Agency and housing staff's recommendation. The Assistant Town Manager, at their sole discretion, shall determine whether the requested improvement or repair will be eligible to receive Program funds. The decision of the Assistant Town Manager shall be final.

The Agency shall notify the Town of any denials of eligibility, including the grounds for each denial, in the quarterly reports.

V. PROGRAM FUNDS

a. Contracts

Each Agency shall enter into a contract with the Town before administering Program services. The contract will specify a maximum amount of funding to be disbursed to the Agency to provide Program services.

b. Disbursements

A disbursement equal to 33.3% of the maximum contract amount shall be disbursed to an Agency within thirty (30) days of Town of execution of the contract. A second disbursement of an additional 33.3% shall be made to an Agency upon certification made by the Agency that 90% of the previously disbursed funds have been expended on eligible projects. A final disbursement of the remaining 33.3% shall be made to an Agency upon certifications made by the Agency that 90% of previously disbursed funds have been expended on eligible projects.

c. Accounts
Agencies shall cause disbursed funds to be held in interest-bearing accounts at financial institutions insured by an agency of the federal government.

d. Income
Interest accrued by Program funds shall be credited to the account that creates it. Any such interest shall be used solely for the administration of the account itself or be included in Program funds for expenditure on eligible projects.

e. Unspent Funds
Any funds that remain unspent by an Agency at the end of a contract term shall:
   i. be retained by the Agency and included in the Program funds available to Agency for the next Program year, if Town and Agency enter into a new contract for another Program year, or
   ii. be returned to the Town of Apex by the Agency

f. Accounting
   i. Agencies shall utilize an accounting system that complies with current generally accepted accounting principles and:
      1. Provides effective internal control over and accountability for all Program funds disbursed to Agency;
      2. Ensures that accounting records are supported by source documentation (e.g., invoice, receipts or contracts); and
      3. Accounts Program funds received by Agency separately from funds received from all other sources.

VI. OVERSIGHT

a. Record Retention
Agencies must maintain all records pertinent to their participation in Program, including all accounting records and records pertinent to each Property that receives Program funds, for five years from the termination date of the Agency's contract with Town of Apex or upon the completion date of any project undertaken under that contract, whichever is later. All records must be sufficient to determine compliance with the requirements and objectives of the Program.

b. Required Project Documentation

In addition to accounting documentation, Agencies shall collect and maintain, at a minimum, the following documentation related to each project undertaken with Program funds:

i. Original application submitted by applicant;
ii. Documentation used to determine applicant and household eligibility, including but not limited to:
    1. Proof of home ownership submitted by Applicant;
    2. Proof of current taxes, mortgage, and utility payments to the Town of Apex submitted by applicant; and
    3. Proof of income eligibility.
iii. Original agreement between applicant and Agency;
iv. Scope of work / work write up for the project;
v. Documentation showing compliance with of all regulatory requirements applicable to a specific project, including but not limited to:
    1. Proof of inspections; and
    2. Evidence of adherence to lead-based paint regulations.

c. Production and Survival

Agencies shall, at any time within the five-year retention period described above, be able to produce any and all documentation detailed above upon request of the Town of Apex. This obligation shall extend beyond the termination date of any contract between the Agency and the Town of Apex.

d. Audits

During the contract term, the Town of Apex shall be permitted to conduct on-site audits of Agencies upon reasonable notice. The Town intends to conduct such audits on an annual basis, but may conduct an audit at any time upon the giving of reasonable notice.

VII. OTHER PROGRAM REQUIREMENTS

a. Bonus, Commission, or Fee

Applicants shall not be permitted to pay any bonus, commission, or fee for the purposes of obtaining approval related to Program, and Agencies, their employees, subcontractors, or other agents shall not accept any such bonus, commission, or fee should it be offered.

b. Conflict of Interest

No Program funding will be provided to any member of the governing body or employee of the Town of Apex who is involved in making or administering the Program or this Agreement. No member of Agencies shall have any interest, direct or indirect, in Program funding or in any contract entered into by an applicant for the performance of work, financed, in whole or in part, with Program funds.

c. Disclosure of Information

The Town of Apex is a public agency and information or records submitted, whether to the Town or to Agencies, by applicants are public records and subject to disclosure under Section § 132-6 of the North Carolina Public Records Law unless such information or records is protected from disclosure.

AGREEMENT FOR HOUSING REHABILITATION PROGRAM ADMINISTRATION SERVICES

This Agreement for Housing Rehabilitation Program Administration Services ("Agreement"), made as of the ~~1st~~ day of ~~January~~, 202~~2~~3 by and between the Town of Apex (hereafter, "Town") and Rebuilding Together of the Triangle, Inc., a North Carolina non-profit corporation (hereafter, "Agency").

RECITALS

WHEREAS, Town funds a Housing Rehabilitation Program ("Program") with the goal of assisting low-income homeowners of single-family detached dwellings, condominiums, and townhomes in preserving safe and sanitary housing and correcting hazardous structural conditions to prevent and eliminate blight for the benefit of the public at large;

WHEREAS, Agency is a non-profit organization whose mission includes preserving affordable homeownership;

WHEREAS, Town chose Agency to assist with administering Program and Agency desires to provide such services under the terms and conditions contained herein; and

WHEREAS, this Agreement is authorized by NCGS 160A-20.1.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

ARTICLE 1
EFFECTIVE DATE AND SCOPE OF SERVICES

1. Recitals. The Recitals are incorporated into Agreement. This Agreement shall be effective upon execution by both parties ("Effective Date").

2. Services. This Agreement is for Program administration services to be provided by Agency with respect to the Town's Program, and generally consisting of administering Town funds ("Program Funds") in a manner that ensures Program Funds are given to eligible, low-income, owner-occupied homeowners of single-family detached dwellings, condominiums and townhomes within Town corporate limits to cover the cost of Program-eligible housing repairs ("Services"). Agency shall provide all Services in compliance with this Agreement and all requirements of the Program Guidelines ("Guidelines") attached hereto as Attachment A and incorporated herein by reference.

3. Program Funds. The total amount of Program Funds to be disbursed to Agency to provide Services is two-hundred and fifty thousand dollars ($250,000.00). In no event shall the Agency's expenditures of Program Funds exceed this amount. Program Funds shall only be used to reimburse Program participants for the actual cost of Program-eligible housing repairs and developer fees. Agency shall not use Program Funds to pay for overhead, administration, or any other costs related to Services.

4. Agency Fee. The Agency shall calculate and collect from the Town its Fee as follows:

    a. A sum of $500.00 to process each application for the Program Funds.
    b. The remainder of the Fee shall include an 1~~5~~8% markup of Project Hard Costs, which shall include, but not be limited to, invoices received from subcontractors for the Services; invoices received from suppliers for supplies necessary to provide Services; and labor costs in providing Services. Project Hard Costs shall not include staff time for activities including, but not limited to, organizing volunteers, processing paperwork, filing for and obtaining permits, and hiring subcontractors. ~~The portion of the Fee consisting of Project Hard Costs markup shall not exceed $1,850.00~~.
    c. The Town will pay the Agency the amounts due under this section within 30 days from receipt of invoice. Town has the right to require the Agency to produce for inspection all of Agency's records and charges to verify the accuracy of all invoices. Town shall pay Agency's invoices at times set forth above unless a bona fide dispute exists between Town and Agency concerning the accuracy of said invoice or the services covered thereby.

5. Term. The term of this Agreement shall be for a period beginning on Effective Date and ending one (1) year from Effective Date. If Agency commits Program Funds to one or more individual rehabilitation projects ("Project(s)") and any one or more of Projects are not completed prior to the termination of this Agreement, then and in that event this Agreement shall continue as to incomplete Projects until such time as the last of Projects undertaken hereunder is satisfactorily completed.

6. Agency Representations. Agency represents and agrees that now and continuing for the term of Agreement, Agency:
    a. Is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
    b. Shall exercise reasonable care and diligence, and shall act in the best interest of Town;
    c. Shall act in accordance with Program Guidelines;
    d. Shall act in accordance with generally accepted standards of Agency's practice applicable to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations (collectively 'Laws and Regulations');
    e. Possesses all necessary qualifications, licenses and certifications;
    f. Shall assure that the individual(s) signing Agreement have the right and power to do so and bind Agency to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

ARTICLE 2
RESPONSIBILITIES OF NON-PROFIT

1. Compliance with Guidelines. Agency shall comply with Program Guidelines at all times. All defined terms used in this Agreement shall have the same meanings as used in Program Guidelines. Failure of the Agency to comply with Program Guidelines shall be an event of default under this Agreement.

2. Taxes, Permits and Licenses. Agency is responsible for all applicable taxes and license fees and shall acquire all licenses and permits required by Laws and Regulations.

ARTICLE 3
RESPONSIBILITIES OF TOWN

1. Cooperation and Coordination. In addition to being responsible for the duties set forth as duties or responsibilities of Town in Program Guidelines, Town may designate, in writing, a person to act as project manager who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

ARTICLE 4
INSURANCE

1. Insurance. Agency and Agency's permitted subcontractors shall purchase and maintain during the term of this Agreement insurance for protection from claims under workers' or workmen's compensation acts; Commercial General Liability Insurance (including contractual liability and completed operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of Agency's' employees or subcontractors or any other person and to real and personal property; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage; Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to Agency's performance under this Agreement; and Agency shall acquire a fidelity bond or crime insurance covering at a minimum employee theft, computer crime, funds transfer fraud and social engineering. The fidelity bond or crime insurance should cover employees, volunteers, board members, officers, and all other personnel with access to the Agency's funds. The coverage limit should be in an amount equal to or greater than the amount the Town provides to the Agency.

   Minimum limits of insurance coverage are:

General Liability	$1,000,000 per Occurrence/$2,000,000 aggregate
Commercial Automobile Liability	$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	$1,000,000 per occurrence
Workers Comp	Statutory Limits
Employers Liability	$500,000 per occurrence
Professional Liability	$1,000,000 per claim

   The Agency may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers
The minimum insurance ratings for any company insuring the Agency shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Agency to purchase insurance from a company whose rating meets the minimum standard. Agency's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Agency is unable to find an authorized carrier for any line of insurance coverage, Agency shall notify Town in writing.

Additional Insured Status
All insurance policies (except Workers Compensation and Professional Liability) shall name the Town of Apex as an additional insured.

Notice of Cancellation
Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, Agency shall procure substitute insurance so as to assure Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary
Agency's insurance coverage shall be primary and non-contributory for any claims related to this agreement.

Waiver of Subrogation
The insurer shall have no right of recovery or subrogation against Town, its agents, or agencies, it being the intention of the parties that the insurance policies shall protect Town and be primary coverage for any and all losses covered by the policies.

Verification of Coverage
A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. The Town's review or acceptance of certificates of insurance shall neither relieve Agency of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder address should read:
Town of Apex
PO Box 250
Apex, NC 27502

Special Risks or Circumstances
The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 5
DAMAGES AND REMEDIES

1. Services, Reimbursement, and Deductions. Agency shall reimburse Town for costs, damages, and expenses, including reasonable attorney's fees and expert's fees incurred by Town if such costs, damages, and expenses are the result of any error, omission, or delay of, or failure by Agency to perform as required by Agreement. Agency shall repay to Town any Program Funds disbursed by Agency in violation of Guidelines.

2. Indemnity. To the fullest extent permitted by Laws and Regulations, Agency shall indemnify and hold Town, its officers and employees, harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Agency of any term or condition of this Agreement or written amendment, (b) any breach or violation by Agency of any applicable Law or Regulation, or (c) any other cause resulting from any act or failure to act by Agency under this Agreement or written amendment, but only to the extent caused by any negligence or omission of Agency. This indemnification shall survive the termination of this Agreement.

3. Non-Exclusivity of Remedies/No Waiver of Remedies. The selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power, or remedy accruing to a party shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

4. Waiver of Damages. Agency shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any consequential damages.

ARTICLE 6
AMENDMENTS TO AGREEMENT

1. Changes in the Services. Changes in the Services or a change in duration or any other term of this Agreement shall be made only by a written amendment executed by both parties.

ARTICLE 7
TERMINATION AND SUSPENSION

1. Termination for Convenience of Town. This Agreement may be terminated without cause by Town and for its convenience upon ten (10) days written notice to Agency.

2. Other Termination. After ten (10) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

3. Return of Uncommitted Funds. Should this Agreement be terminated for any reason, Agency shall, within thirty (30) days of the date of termination, return all Program Funds in its possession that have not been previously committed to eligible Projects.
4. Survival. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify any indemnity or records retention required hereunder or under Guidelines.

5. Suspension.

    a. Town may order Agency in writing to suspend, delay, or interrupt all or any part of the Services for the convenience of Town.

    b. A suspension, delay, or interruption of the Services shall not terminate this Agreement.

ARTICLE 8
ADDITIONAL PROVISIONS

1. Limited Assignment/Delegation. This Agreement shall bind Agency and its successors and permitted assigns. Agency shall not assign or transfer its rights or interest in this Agreement (including the right to payment), nor shall Agency delegate its duties under this Agreement, without the Town's written consent, which the Town may grant or withhold in its sole discretion. The Town's consent shall not release Agency of any obligation under this Agreement and Agency and permitted assigns shall be subject to all of Town's defenses. Any attempt to assign this Agreement without the prior written approval of Town shall be void. If Agency utilizes approved subcontractors, Agency shall be responsible for the scheduling, completeness, quality, accuracy, and timeliness of all their work. Town has the right to request that any subcontractor be replaced due to unsatisfactory performance.

2. Governing Law. The parties acknowledge this Agreement is a "business contract" subject to the provisions of N.C.G.S. Chapter 1G and agree that this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of law's provisions. The Parties further agree that any dispute arising from this Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to this Agreement shall be

brought exclusively in Wake County, North Carolina. Service of process may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure.

3. Entire Agreement; Amendments. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, "clickthrough agreement"). This Agreement may be amended only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.

4. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

5. Notice. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the Town, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Agency, if to the Agency, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express mail or registered or certified mail, postage prepaid, to the Town's or Agency's address. The date of said notice shall be the date of such delivery, in the case of delivery in person, or mailing when sent by courier or mail.

   The notice address for the Town shall be:

   Planning Department
   Town of Apex
   Attn: Housing Program Manager
   PO Box 250 / 73 Hunter Street
   Apex, NC 27502

   The notice address for the Agency shall be:

   Rebuilding Together of the Triangle
   Attn: Executive Director
   ~~200 Trans Air Drive, Suite 200~~2201 Brentwood Road, Suite 109
   ~~Morrisville~~Raleigh, NC 27~~560~~604

6. Gifts and Favors. Agency shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.

7. Public Records; Confidential Records and Information. Agency acknowledges that records made or received in connection with the transaction of public business, including records related to this Agreement in the possession of Agency, are public records and subject to public records requests. Agency must provide such records to Town upon request. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and

indemnification by Agency. Agency shall make Town aware of any public records requests made in regard to Services or this Agreement. If Agency, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information otherwise protected from disclosure by Federal or State law ("Confidential Information"), Agency, its employees and subcontractors, shall not disclose any such Confidential Information.

8. Verification of Work Authorization.~~; Anti-Human Trafficking.~~ Agency, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

9. Anti-Human Trafficking. Agency warrants and agrees that no labor supplied by the Agency or the Agency's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation, or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

10. No Third-Party Beneficiaries. There are no third-party beneficiaries to Agreement.

11. Independent Contractor. Agency is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by Agency to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of Agency only. Agency shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If Town notifies Agency in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Town, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Town.

12. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Agency hereby warrants and agrees that Agency will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status. Neither party shall discriminate on any prohibited basis. Agency must comply with the Americans with Disabilities Act of 1990 ("ADA").

13. Pre-Audit Requirement; Non-Appropriation. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the Town of Apex Finance Director. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council

and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.
~~13.~~

14. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

15. No Waiver of Sovereign or Qualified Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by Town pursuant to N.C.G.S. 160A-485 or to in any way waive Town's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of Town shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

16. Further Assurances. Agency agrees that it will cooperate with Town and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as Town may reasonably request from time to time in order to effectuate the provisions and purposes of Agreement.

17. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (2) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (3) References to a "Section" or "section" or "paragraph" shall mean a section or paragraph of this Agreement. (4) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (5) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Agreement. (6) "Duties" includes obligations. (7) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (8) The word "shall" is mandatory. (9) The word "day" means calendar day. (10) Normal business hours means Monday through Friday from 8:00 a.m. until 5:00 p.m. Eastern Standard Time.

18. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. Agency and Town hereby consent to use electronic or digitized signatures

in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used, the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

IN WITNESS WHEREOF, Agency and Town, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written, on the following pages.

AGENCY	**TOWN**
Rebuilding Together of the Triangle, Inc.	**Town of Apex**
By:_____ (signature)	By:_____ (signature)
Name: Dan Sargent	Name: Catherine Crosby
Title: Executive Director	Title: Town Manager

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

_____
Finance Director

TOWN OF APEX
APEX CARES – HOUSING REHABILITATION PROGRAM GUIDELINES

Style Definition: Comment Text

I. OVERVIEW OF PROGRAM

a. Purpose of the Program
The purpose of the Apex Cares - Housing Rehabilitation Program ("Program") is to assist eligible resident homeowners of single-family, detached dwellings; condominiums; and townhomes with needed repairs to preserve safe and sanitary housing, correct hazardous structural conditions, help residents age in place, and improve accessibility for persons with disabilities. This program will also help preserve naturally-occurring affordable housing in Apex. Through the Program, assistance to complete eligible housing repairs will be given to eligible, low-income, owner-occupied homeowners of single-family homes, condominiums, and townhomes within Town of Apex corporate limits. The Program's eligibility criteria are further outlined under Section II of these Housing Rehabilitation Program Guidelines ("Guidelines").

b. Source of Funds and Relationship with Non-Profit Agencies
Funding for Program is provided through the Town of Apex Affordable Housing Fund. Apex will contract with non-profit agencies ("Agencies") to provide administrative services and to organize, oversee, and ensure performance of housing repair activities contemplated by these Guidelines. Apex shall market the Program, develop Program guidelines, and process funds to the Agencies. Apex shall not serve as a general contractor or otherwise oversee any housing repair activities provided through the Program.

c. Amount of Assistance Available
Funding per eligible household shall be based on household need, level of home repair need, and overall funding availability, but ~~in no case~~ shall not exceed $~~15~~20,000 per household within a 5-year period, unless a formal exception is provided by the Town of Apex.

Exceptions shall be considered on a case-by-case basis according to the following process:

i. Agency shall provide project information, cost estimates, and photos to Town housing staff to review recommendation of exception of funds for the project.
ii. Housing staff shall review request and send recommendation to Assistant Town Manager or their designee.
iii. Assistant Town Manager or their designee shall provide final decision to approve or deny the exception.

II. PROGRAM SERVICES PROVIDED BY AGENCIES

a. Agencies participating in Program shall provide the following services in compliance with Guidelines:

i. Screen applicants and properties for eligibility pursuant to the requirements set out in these Guidelines~~;~~ including but not limited to:
   1. Verify identity, ownership, and occupancy of property by applicant; and
   2. Review restrictive covenants for subject property to determine if Homeowner Association or Condominium Owner Association approval is required.

ii. Enter into contracts with each applicant who will receive Program Funding;

iii. Perform all duties required as General Contractor on program repair projects including, but not limited to, procurement of labor and materials for project;

~~iii.~~iv. Find licensed subcontractors to perform work, when applicable;

~~iv.~~v. Require applicants and ~~contractors~~subcontractors working on their behalf to submit documentation as work progresses;

~~v.~~vi. Confirm improvements have been made in accordance with the contract with applicant and in compliance with applicable laws or regulations;

~~vi.~~vii. Collect and have the ability to provide all documentation set out in these Guidelines;

~~vii.~~viii. Comply with all other requirements set out in these Guidelines;~~ and,~~

~~viii.~~ix. Prepare and submit ~~semiannual~~quarterly reports to the Town regarding progress, including: applications received, homeowners assisted, requests denied or delayed, funds expended, and successes and issues of concern~~.~~; and,

x. Provide customer service to applicants before and after repairs are completed.

III. APPLICANT ELIGIBILITY REQUIREMENTS

a. Income Eligibility Standards Based on Total Persons in Household
Agencies shall ensure that participation in Program is limited to applicants whose annual household income does not exceed 65 percent of the area median income, adjusted for household size and reported for the Raleigh Metropolitan Statistical Area, as determined for each fiscal year by the Department of Housing and Urban Development. Agencies shall require applicants to submit documentation necessary to determine applicant eligibility.

b. Property Ownership
To be eligible to receive assistance through Program, applicant(s) shall be the current owner(s) of the property to be rehabilitated ("Property"), live on the Property as their principal place of residence and have owned and lived on the property for a minimum of three years. Property owner(s) are any person(s) or legal entity that holds title to the Property. In instances of multiple ownership, the signature of each owner is required on all appropriate documents. Agencies shall verify Property ownership and require all current owners to give written consent to all work proposed to be done on the Property prior to contracting for or initiating such work.

c. Required Documentation
Applicants shall submit an Apex Cares Housing Rehabilitation Program Inquiry Form to Agencies. Agencies shall require applicant(s) to submit the documents necessary to determine eligibility, which may include:

i. Copy of Federal Income Tax forms for the previous year (2 years if applicant is self-employed);
~~ii. Copy of the instrument by which the applicant(s) obtained title to the property and any uncancelled Deeds of Trust;~~
~~iii. Proof of residency for three years prior to the date of application;~~
~~iv.~~ii. Copy of recent payroll check stubs, Social Security checks, Social Security SSI checks, AFDC checks or pension and retirement checks, bank statement (six months), or other appropriate and acceptable income and asset verifications;
~~v.~~iii. Copy of any insurance policies covering the property;
~~vi.~~iv. Proof of mortgage and utility payments;
~~vii. Copy of identification with photograph, such as, but not limited to driver's license, passport, etc.; and,~~
~~viii. Copy of covenants for any homeowner or condominium association, if applicable.~~

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d. Re-Application Period
In order to give as many persons the opportunity to participate in the Program as possible, applicants may apply for a maximum of $~~15~~20,000 through the Program in any 5-year period. Applicants may apply for funding multiple times within a 5-year period; however, no applicant(s) who has received $~~15~~20,000 in assistance within a 5-year period may receive additional funding, unless no other applicants are awaiting assistance under the Program, or unless a formal exception has been granted by the Town of Apex according to the procedure outlined in Section I.C. of these guidelines.

IV. PROPERTY ELIGIBILITY REQUIREMENTS

a. Areas Eligible Under Program
Properties that are rehabilitated as part of Program must be zoned and used for residential purposes and located within the corporate limits of the Town of Apex.

b. Minimum Property Rehabilitation Standards
All work performed shall meet all applicable standards contained in Town ordinances, local building and safety codes, and the State Building Code, as well as any other applicable federal, state, or local laws or regulations.

c. Eligible Structures
Only owner-occupied, single-family detached dwellings, condominiums, or townhomes are eligible for rehabilitation through Program.

d. Rehabilitation Needs which Warrant Priority Repair
Applicants in need of the following health and safety items shall be given priority, in the order listed below, when Agencies select recipients of Program funds:
i. Roof
ii. Foundation;
iii. Electrical wiring;

iv. Plumbing;
v. Heating/Cooling System;
vi. The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

e. Eligible Improvements and Repairs

Improvements and repairs that may be eligible through the Program are:

i. Correction of code violations;
ii. Correction of current or emerging violations of the applicable Building Code;
iii. Testing and treatment/removal of lead-based paint/asbestos hazards;
iv. Removal of barriers to persons with disabilities;
v. Repair/replace roofing;
vi. Repair/replace HVAC systems;
vii. Repair/replace plumbing/sewer pipes/fixtures;
viii. Repair/replace screens;
ix. Install new smoke alarms;
x. Install new insulation;
xi. Repair/replace kitchen and bath flooring;
xii. Repair/replace ~~water heaters;~~refrigerator;
xiii. Repair/replace range;
xiv. Repair/replace water heaters;
~~xiii.~~xv. Repair/replace bath fixtures;
xvi. Repair/replace washer/dryer;
~~xiv.~~xvii. Repair/replace countertops;
~~xv.~~xviii. Repair/replace electrical system;
~~xvi.~~xix. Installation of ground-fault circuit interrupters;
~~xvii.~~xx. Repair/replace windows;
~~xviii.~~xxi. Repair/replace plaster, siding and stucco;
~~xix.~~xxii. Painting (inside and outside);
~~xx.~~xxiii. Install new deadbolt locks;
~~xxi.~~xxiv. Interior accessibility improvements for persons with disabilities;
~~xxii.~~xxv. Repairs or improvements to allow residents to age in place, such as, but not limited to: installation of grab bars in hallways and showers, stair lifts, and walk-in tubs;
~~xxiii.~~xxvi. Repair/replace carpet;
~~xxiv.~~xxvii. Structural repairs/modifications (only to correct existing structural code deficiencies or to provide accessibility to persons with disabilities);
~~xxv.~~xxviii. Entry repairs;
~~xxvi.~~xxix. Cost effective energy conservation measures, including solar heating, cooling, and water systems permanently affixed to dwelling;
~~xxvii.~~xxx. Any items determined eligible by the Town; and
~~xxviii.~~xxxi. The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

f. Ineligible Improvements and Repairs

The following repairs and improvements **are not** eligible for funding through the Program:

i. All improvements covered by a homeowners' association or condominium-owners' association.
ii. New construction;
iii. Reimbursement for an owner's personal labor;
iv. Appliances (except ~~built-in stove, cook top, or garbage disposal);~~items listed in Section IV.e.);
v. Purchase, installation, or repair of furniture;
vi. Demolition that does not improve the existing structure;
vii. Repairs that are interim in nature;
viii. Wrought iron security devices;
ix. Recreational equipment, facilities, or repairs;
x. Kennels;
xi. Bath houses, swimming pools, saunas, hot tubs, or Jacuzzis;
xii. Photomurals, stands, television antennas, valances, or cornice boards;
xiii. Burglar alarms or security systems;
xiv. Greenhouses;
xv. Drapes;
xvi. Barbecue pits;
xvii. Repair/replace fencing; ~~and~~
~~xviii.~~ Luxury Items~~.~~

~~g.~~xviii. ~~Other Improvements;~~ and ~~Repairs~~
xix. Repair or replacement of functioning systems and structures that are not critical to health, safety or the efficient use of the home.

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g. Appeals of denials of eligibility

If a proposed improvement or repair is denied by the Agency because it is not present on the above lists, or because it is listed as an ineligible improvement or repair, but the Applicant believes it would accomplish the goals of Program, ~~Agencies~~the Applicant may seek an eligibility determination from the Town. ~~The Town, upon receiving~~In seeking such ~~a~~ eligibility determination, the Applicant shall contact the Town's housing staff directly to request ~~and~~ the appeal of their eligibility denial by the Agency.

Town housing staff shall review the request to determine participant eligibility as well as eligibility of the proposed improvement or repair and make a recommendation to the Assistant Town Manager for approval or denial of the appeal based on whether, in the housing staff's opinion, the proposed improvement or repair would accomplish the Town's goals of the Program.

The Assistant Town Manager shall review the decision of the Agency and housing staff's recommendation. The Assistant Town Manager, at ~~its~~their sole discretion, shall determine whether the requested improvement or repair will be eligible to receive Program funds. ~~Any appeals to the Town's determination of eligibility will be considered in a public hearing by~~

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~~the Town of Apex Board of Adjustment~~The decision of the Assistant Town Manager shall be final.

The Agency shall notify the Town of any denials of eligibility, including the grounds for each denial, in the quarterly reports.

V. PROGRAM FUNDS

a. Contracts

Each Agency shall enter into a contract with the Town before administering Program services. The contract will specify a maximum amount of funding to be disbursed to the Agency to provide Program services.

b. Disbursements

A disbursement equal to 33.3% of the maximum contract amount shall be disbursed to an Agency within thirty (30) days of Town of execution of the contract. A second disbursement of an additional 33.3% shall be made to an Agency upon certification made by the Agency that 90% of the previously disbursed funds have been expended on eligible projects. A final disbursement of the remaining 33.3% shall be made to an Agency upon certifications made by the Agency that 90% of previously disbursed funds have been expended on eligible projects.

c. Accounts

Agencies shall cause disbursed funds to be held in interest-bearing accounts at financial institutions insured by an agency of the federal government.

d. Income

Interest accrued by Program funds shall be credited to the account that creates it. Any such interest shall be used solely for the administration of the account itself or be included in Program funds for expenditure on eligible projects.

e. Unspent Funds

Any funds that remain unspent by an Agency at the end of a contract term shall:

i. be retained by the Agency and included in the Program funds available to Agency for the next Program year, if Town and Agency enter into a new contract for another Program year, or

ii. be returned to the Town of Apex by the Agency

f. Accounting

i. Agencies shall utilize an accounting system that complies with current generally accepted accounting principles and:

1. Provides effective internal control over and accountability for all Program funds disbursed to Agency;

2. Ensures that accounting records are supported by source documentation (e.g., invoice, receipts or contracts); and
3. Accounts Program funds received by Agency separately from funds received from all other sources.

VI. OVERSIGHT

a. Record Retention

Agencies must maintain all records pertinent to their participation in Program, including all accounting records and records pertinent to each Property that receives Program funds, for five years from the termination date of the Agency's contract with Town of Apex or upon the completion date of any project undertaken under that contract, whichever is later. All records must be sufficient to determine compliance with the requirements and objectives of the Program.

b. Required Project Documentation

In addition to accounting documentation, Agencies shall collect and maintain, at a minimum, the following documentation related to each project undertaken with Program funds:

i. Original application submitted by applicant;
ii. Documentation used to determine applicant and household eligibility, including but not limited to:
    1. Proof of home ownership submitted by Applicant;
    2. Proof of current taxes, mortgage, and utility payments to the Town of Apex submitted by applicant; and
    3. Proof of income eligibility.
iii. Original agreement between applicant and Agency;
iv. Scope of work / work write up for the project;
v. Documentation showing compliance with of all regulatory requirements applicable to a specific project, including but not limited to:
    1. Proof of inspections; and
    2. Evidence of adherence to lead-based paint regulations.

c. Production and Survival

Agencies shall, at any time within the five-year retention period described above, be able to produce any and all documentation detailed above upon request of the Town of Apex. This obligation shall extend beyond the termination date of any contract between the Agency and the Town of Apex.

d. Audits

During the contract term, the Town of Apex shall be permitted to conduct on-site audits of Agencies upon reasonable notice. The Town intends to conduct such audits on an annual basis, but may conduct an audit at any time upon the giving of reasonable notice.

VII. OTHER PROGRAM REQUIREMENTS

a. Bonus, Commission, or Fee
Applicants shall not be permitted to pay any bonus, commission, or fee for the purposes of obtaining approval related to Program, and Agencies, their employees, subcontractors, or other agents shall not accept any such bonus, commission, or fee should it be offered.

b. Conflict of Interest
No Program funding will be provided to any member of the governing body or employee of the Town of Apex who is involved in making or administering the Program or this Agreement. No member of Agencies shall have any interest, direct or indirect, in Program funding or in any contract entered into by an applicant for the performance of work, financed, in whole or in part, with Program funds.

c. Disclosure of Information
The Town of Apex is a public agency and information or records submitted, whether to the Town or to Agencies, by applicants are public records and subject to disclosure under Section § 132-6 of the North Carolina Public Records Law unless such information or records is protected from disclosure.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for February 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 27.853 acres, Friendship Village, Annexation No. 746 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

Attachments

- Attachment A: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- Attachment B: Legal Description
- Attachment C: Arial Map – Annexation No. 746
- Attachment D: Plat Map – Annexation No. 746
- Attachment E: Annexation Petition – Annexation No. 746

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

Annexation Petition#746
Friendship Village – 27.853 acres

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 Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of his investigation.

This the 14th day of February, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition#746
Friendship Village – 27.853 acres

To: The Town Council of the Town of Apex, North Carolina

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S.§ 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of February, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)

RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S.§ 160A-31 AS AMENDED

Annexation Petition#746
Friendship Village – 27.853 acres

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of February, 2023.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, www.apexnc.org, Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 14th day of February, 2023.

_____
Jacques K. Gilbert, Mayor

ATTEST:

_____
Allen L. Coleman, Town Clerk

Attachment: Legal Description

Bohler Engineering NC, PLLC
4130 Parklake Avenue, Suite 310
Raleigh, NC 27612
919.578.9000

Date: January 24, 2023

Legal Description of
Properties containing 27.853 Acres
To Be Annexed into the Town of Apex
Apex, NC

The area described herein is encompassing of the following PINs:
0721-80-1110, 0721-80-1336, 0721-80-2377, 0721-80-1553, 0721-80-3505, 0721-80-3619, 0721-81-3022, 0721-80-4836, 0721-81-4170, 0721-81-5061, 0721-80-7948, 0721-90-1910, 0721-80-9611, 0721-80-1975, 0721-81-0212, 0721-81-2581, 0721-81-6313 & 0721-81-6591
Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found (N=711,436.61', E=2,027,865.97'), said iron pipe being 10' inside the easterly right-of-way of Evans Road, and also being the northwesterly corner of the Now or Formerly Beazer Homes LLC property (DB 18701, PG 2105);
Thence with the northerly line of the Now or Formerly Beazer Homes, LLC property, S 88° 39' 09" E 10.71' to an iron pipe found, said iron pipe being along the easterly right-of-way of Evans Road;
Thence leaving the easterly right-of-way of Evans Road, S 89° 36' 20" E 251.46' to an iron pipe found;
Thence leaving the northerly line of the Now or Formerly Beazer Homes, LLC property (DB 18701, PG 2105), N 00° 56' 42" E 159.67' to an iron pipe found;
Thence S 89° 14' 15" E 320.31' to an iron pipe found, said iron being along the westerly right-of-way of Walden Road;
Thence through the right-of-way of Walden Road the following courses and distances:
S 89° 16' 10" E 37.71' to a computed point;
S 89° 17' 02" E 33.53' to an iron pipe found, said iron pipe being along the easterly right-of-way of Walden Road and also being along the northerly line of the Now or Formerly Beazer Homes, LLC property (DB 18702, PG 1097);
Thence S 89° 12' 03" E 388.26' to an iron pipe found, said iron pipe being along the westerly line of the Now or Formerly Michael D Stallings property (DB 3753, PG 456);
Thence with the westerly line of the Now or Formerly Michael D Stallings property the following courses and distances:
S 02° 13' 06" W 155.98' to an iron pipe found;
S 01° 56' 46" W 207.00' to an iron pipe found;
S 03º 10' 27" W 99.80' to an iron pipe found, said iron pipe being the northwest corner of the Now or Formerly Beazer Homes LLC property (DB 18702, PG 203);
Thence with the northerly line of the Now or Formerly Beazer Homes, LLC property, S 88° 28' 40" E 464.85' to an iron pipe found;
Thence with the easterly line of the Now or Formerly Beazer Homes, LLC property the following courses and distances:
S 03° 55' 51" W 75.11' to an iron pipe with cap found;
S 04° 01' 22" W 181.84' to an iron pipe set;

S 04° 02’ 46” W 208.23’ to an iron pipe found, said iron pipe being along the northerly line of the Now or Formerly Elizabeth G Clark property (DB 16788, PG 681);
Thence with the northerly line of the Now or Formerly Elizabeth G Clark property N 88° 25’ 25” W 328.38’ to an iron pipe found, said iron pipe being the northwest corner of the Now or Formerly Elizabeth G. Clark property;
Thence S 04° 14’ 19” W 118.98’ to an iron pipe found;
Thence N 88° 43’ 41” W 135.61’ to an iron pipe found, said iron pipe being along the easterly line of the Now or Formerly Jonathan M Peck property (DB 1420, PG 299);
Thence N 04° 13’ 23” E 119.70’ to an iron pipe found;
Thence N 04° 17’ 58” E 62.78’ to an iron pipe found, said iron pipe being the northeasterly corner of the Now or Formerly Jonathan M. Peck property;
Thence N 83° 32’ 26” W 369.38’ to an iron rebar found;
Thence N 83° 44’ 30” W 99.48’ to an iron pipe found, said iron pipe being the northwesterly corner of the Now or Formerly Jonathan M Peck property;
Thence S 04° 47’ 12” W 165.25’ to a found T-bar;
Thence S 04° 52’ 26” W 136.86’ to a found T-bar;
Thence S 04° 53’ 59” W 208.94’ to an iron pipe found, said iron pipe being the southwesterly corner of the Now or Formerly Jonathan M Peck property;
Thence N 85° 08’ 51” W 158.87’ to an iron pipe found;
Thence N 85° 12’ 29” W 140.31’ to an iron pipe found;
Thence N 04° 50’ 52” E 156.36’ to an iron pipe set;
Thence S 85° 15’ 12” E 25.25’ to an iron pipe found;
Thence N 04° 41’ 00” E 189.55’ to a found axel;
Thence S 85° 27’ 52” E 114.95’ to an iron pipe found;
Thence N 04° 48’ 52” E 66.09’ to a T-bar found;
Thence N 04° 40’ 56” E 98.64’ to an iron pipe found;
Thence N 05° 00’ 04” E 29.64’ to an iron pipe with cap found;
Thence N 04° 50’ 15” E 42.42’ to an iron pipe with cap found, said iron pipe being the northeast corner of the Now or Formerly Stewart Cemetery property;
Thence with the northerly line of the Now or Formerly Stewart Cemetery property, S 88° 03’ 49” W 174.73’ to an iron pipe found;
Thence S 21° 44’ 13” W 153.11’ to an iron pipe found, said iron being along the northerly line of the Now or Formerly Beazer Homes, LLC property (DB 18705, PG 1303);
Thence with the northerly line of the Now or Formerly Beazer Homes, LLC property the following courses and distances:
N 85° 13’ 16” W 5.82’ to an iron pipe with cap found;
N 84° 07’ 06” W 74.04’ to an iron pipe found, said iron pipe being along the easterly right-of-way of Evans Road;
N 84° 14’ 41” W 30.51’ to a computed point, said computed point being along the centerline of Evans Road;

Thence with the centerline of Evans Road, N 04° 24’ 44” W 47.39’ to a computed point;

Thence N 08° 24’ 38” W 347.44’ to a computed point;
Thence with a curve to the right, said curve having an arc length of 165.46’ and a radius of 954.93’, having a chord bearing of N 03° 28’ 26” W 165.25’ to a computed point;
Thence leaving the centerline of Evans Road, S 89° 45’ 18” W 30.48’ to a computed point, said computed point being along the westerly right-of-way of Evans Road;
Thence with the westerly right-of-way of Evans Road the following courses and distances:
N 01° 34’ 38” E 94.66’ to a computed point;
N 04° 27’ 29” E 66.42’ to a computed point;
Thence through the right-of-way of Evans road S 88° 39’ 09” E 48.50 to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 1,166,903 square feet or 26.788 acres, more or less.

TOGETHER WITH the Beazer Homes, LLC property (DB 18702, PG 101) and being more particularly described as follows:
COMMENCING at an iron pipe found, said iron pipe being the southwesterly corner of the Beazer Homes, LLC property (DB 18702, PG 1950), thence S 02° 02’ 07” W 63.66’ to an iron pipe found, said iron pipe also being the POINT AND PLACE OF BEGINNING;
Thence S 65° 15’ 40” E 199.85’ to an iron pipe found;
Thence S 25° 00’ 57” W 187.72’ to an iron pipe found said iron pipe being along the northerly right-of-way of Humie Olive Road;
Thence S 25° 00’ 57” W 30.51’ to a computed point, said computed point being along the centerline of Humie Olive Road;
Thence with the centerline of Humie Olive Road, N 65° 05’ 56” W 114.12’ to a computed point;
Thence S 04° 07’ 21” W 32.45’ to a computed point, said computed point being along the existing Town of Apex limits;
Thence N 65° 51’ 11” W 97.80’ to a computed point;
Thence N 25° 52’ 22” E 31.63’ to a computed point, said computed point being along the centerline of Humie Olive Road;
Thence leaving the centerline of Humie Olive Road N 25° 06’ 03” E 29.48’ to an iron pipe with cap found, said iron pipe also being along the northerly right-of-way of Humie Olive Road;
Thence leaving the northerly right-of-way of Humie Olive Road, N 25° 00’ 25” E 188.18’ to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 46,401 square feet or 1.065 acres, more or less.

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

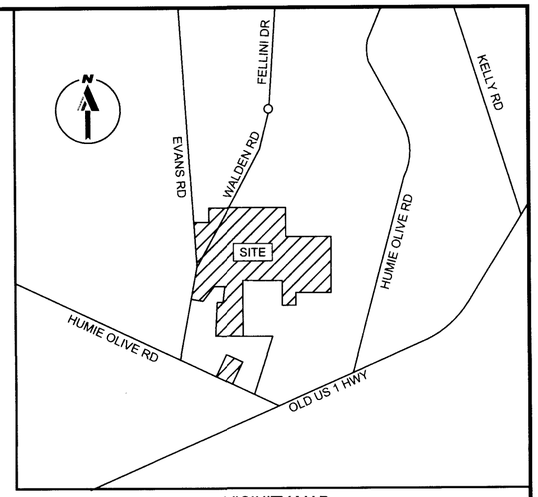
NOTES:

1. THE FIRM HAS NEITHER REVIEWED NOR RELIED UPON TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS A GUARANTEE OF MARKETABLE TITLE OR FOR DISCLOSURE OF TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCUMBER THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE INSURANCE COMPANY FOR THE REVIEW AND CONFIRMATION OF, AND INSURANCE REGARDING MARKETABLE TITLE.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
6. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
7. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
8. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720072100J, PANEL 0721 EFFECTIVE DATE MAY 2, 2006.

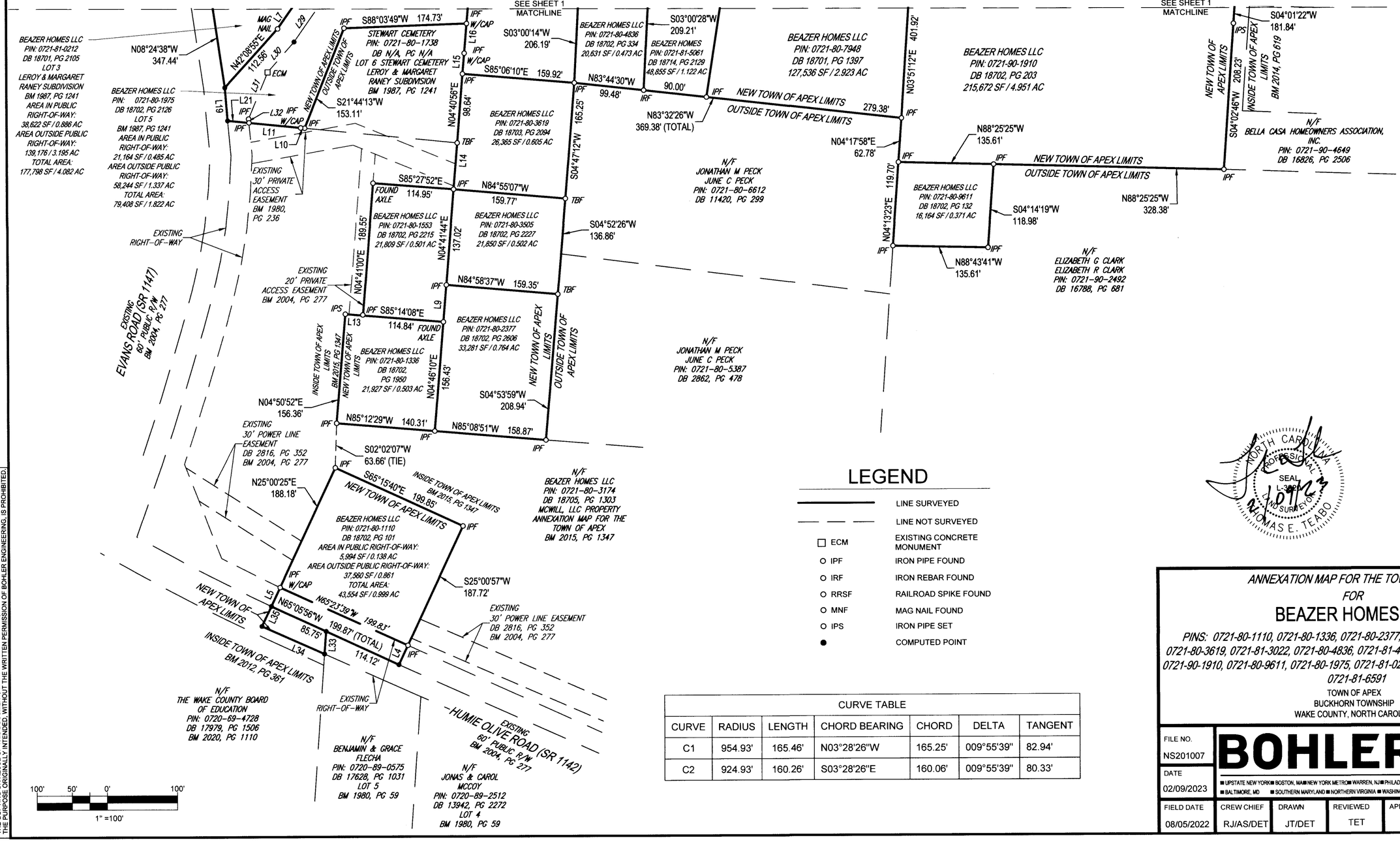
N (NC GRID (NAD 83-NSRS 2011)) W E S

SEE SHEET 1 FOR LINE TABLES

TOTAL AREA TO BE ANNEXED=
1,213,304 SF OR 27.853 AC



VICINITY MAP
NOT TO SCALE



LEGEND

———	LINE SURVEYED
— — —	LINE NOT SURVEYED
□ ECM	EXISTING CONCRETE MONUMENT
○ IPF	IRON PIPE FOUND
○ IRF	IRON REBAR FOUND
○ RRSF	RAILROAD SPIKE FOUND
○ MNF	MAG NAIL FOUND
○ IPS	IRON PIPE SET
●	COMPUTED POINT

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	954.93'	165.46'	N03°28'26"W	165.25'	009°55'39"	82.94'
C2	924.93'	160.26'	S03°28'26"E	160.06'	009°55'39"	80.33'

REFERENCES:

DB 1761, PG 229
DB 1761, PG 305
DB 1813, PG 79
DB 2184, PG 232
DB 2477, PG 189
DB 2807, PG 928
DB 7710, PG 949
DB 9462, PG 847
DB 10630, PG 1968
DB 11783, PG 680
DB 14082, PG 2467
DB 14501, PG 2611
DB 14614, PG 894
DB 14882, PG 2458
DB 15186, PG 1934
DB 15964, PG 879
DB 17083, PG 18
DB 18701, PG 1233
DB 18701, PG 1397
DB 18701, PG 1614
DB 18702, PG 101
DB 18702, PG 132
DB 18702, PG 203
DB 18702, PG 334
DB 18702, PG 1097
DB 18702, PG 1950
DB 18702, PG 2126
DB 18702, PG 2215
DB 18702, PG 2227
DB 18702, PG 2606
DB 18703, PG 2094
DB 18714, PG 2129
DB 18766, PG 1917
DB 19156, PG 553
BM 1979, PG 307
BM 1985, PG 268
BM 1987, PG 1241
BM 2004, PG 277
BM 2012, PG 361
BM 2014, PG 619
BM 2014, PG 799
BM 2015, PG 1347
BM 2016, PG 231
BM 2016, PG 1360

NORTH CAROLINA PROFESSIONAL SEAL L-3982 LAND SURVEYOR THOMAS E. TEABO

ANNEXATION MAP FOR THE TOWN OF APEX
FOR
BEAZER HOMES, LLC

PINS: 0721-80-1110, 0721-80-1336, 0721-80-2377, 0721-80-1553, 0721-80-3505, 0721-80-3619, 0721-81-3022, 0721-80-4836, 0721-81-4170, 0721-81-5061, 0721-80-7948, 0721-90-1910, 0721-80-9611, 0721-80-1975, 0721-81-0212, 0721-81-2581, 0721-81-6313 & 0721-81-6591

TOWN OF APEX
BUCKHORN TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

NCBELS: P-1132

FILE NO.	DATE	FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
NS201007	02/09/2023	08/05/2022	RJ/AS/DET	JT/DET	TET	TET	1" = 100'	2 OF 2

BOHLER

4130 PARKLAKE AVENUE, SUITE 130 RALEIGH, NORTH CAROLINA 27612 919.578.9000
www.bohlerengineering.com

UPSTATE NEW YORK ■ BOSTON, MA ■ NEW YORK METRO ■ WARREN, NJ ■ PHILADELPHIA/SOUTHERN NJ ■ LEHIGH VALLEY, PA ■ SOUTHEASTERN PA ■ BALTIMORE, MD ■ SOUTHERN MARYLAND ■ NORTHERN VIRGINIA ■ WASHINGTON, DC ■ CENTRAL VIRGINIA ■ CHARLOTTE, NC ■ RALEIGH, NC

BOHLER ENGINEERING- ALL RIGHTS RESERVED.
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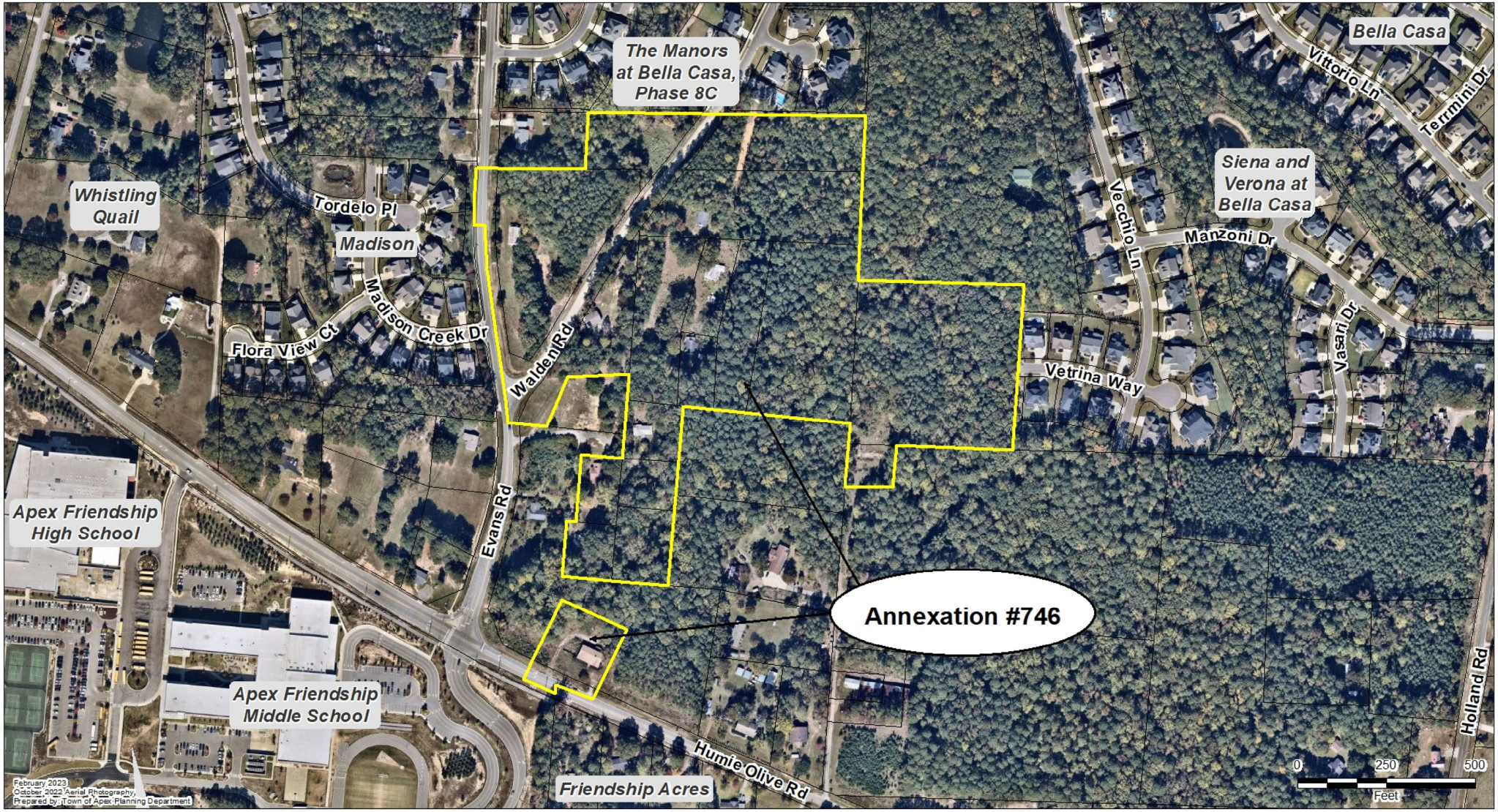

The Manors at Bella Casa, Phase 8C
Bella Casa
Vittorio Ln
Termini Dr
Siena and Verona at Bella Casa
Whistling Quail
Tordelo Pl
Madison
Madison Creek Dr
Flora View Ct
Waldenn Rd
Vecchio Ln
Manzoni Dr
Vasari Dr
Vetrina Way
Apex Friendship High School
Evans Rd
Annexation #746
Apex Friendship Middle School
Humie Olive Rd
Friendship Acres
Holland Rd
February 2023
October 2022 Aerial Photography
Prepared by: Town of Apex Planning Department
0
250
500
Feet

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____ Submittal Date: _____

Fee Paid $ _____ Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☑ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ■ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Beazer Homes LLC Owner Name (Please Print)	* Please see attached sheet with list of PINs and Deeds Property PIN or Deed Book & Page #
(919) 448-6167 Phone	michael.snoberger@beazer.com E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: _____

Phone: _____ Fax: _____

E-mail Address: _____

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	27.853	Need water service due to well failure	☐
Population of acreage to be annexed:	100%	Need sewer service due to septic system failure	☐
Existing # of housing units:	12	Water service (new construction)	☑
Proposed # of housing units:	105	Sewer service (new construction)	☑
Zoning District*:	PUD-CZ	Receive Town Services	☑

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Department of Planning and Community Development with questions.

* The attached sheet displays all PINS and Deed Book and Pages associated with this annexation.

FRIENDSHIP VILLAGE ANNEXATION ASSEMBLY

Lot No.	Property Owner	Property Address	PIN	DB/Pg Reference	Deed Date
1	Beazer Homes LLC	7628 Humie Olive Road	0721-80-1110	DB 18702 Pg 101	09/17/2021
2	Beazer Homes LLC	3029 Evans Road	0721-80-3174	DB 18705 Pg 1303	09/20/2021
3	Beazer Homes LLC	3033 Evans Road	0721-80-1336	DB 18702 Pg 1950	09/17/2021
4	Beazer Homes LLC	0 Evans Road	0721-80-2377	DB 18702 Pg 2606	09/17/2021
5	Beazer Homes LLC	3025 Evans Road	0721-80-1553	DB 18702 Pg 2215	09/17/2021
6	Beazer Homes LLC	0 Evans Road	0721-80-3505	DB 18702 Pg 2227	04/26/2018
7	Beazer Homes LLC	3027 Evans Road	0721-80-3619	DB 18703 Pg 2094	09/20/2021
8	Beazer Homes LLC	0 Walden Road	0721-81-3022	DB 18766 Pg 1917	10/26/2021
9	Beazer Homes LLC	2921 Evans Road	0721-80-4836	DB 18702 Pg 334	06/08/2019
10	Beazer Homes LLC	2909 Walden Road	0721-81-4170	DB 18701 Pg 1614	09/17/2021
11	Beazer Homes LLC	0 Walden Road	0721-81-5061	DB 18714 Pg 2129	09/24/2021
12	Beazer Homes LLC	2925 Walden Road	0721-80-7948	DB 18701 Pg 1405	09/17/2021
13	Beazer Homes LLC	0 Humie Olive Road	0721-90-1910	DB 18702 Pg 203	09/17/2021
14	Beazer Homes LLC	7616 Humie Olive Road	0721-80-9611	DB 18702 Pg 132	09/17/2021
15	Beazer Homes LLC	2917 Walden Road	0721-80-1975	DB 18702 Pg 2126	09/17/2021
16	Beazer Homes LLC	2912 Walden Road	0721-81-0212	DB 18701 Pg 2105	09/17/2021
17	Beazer Homes LLC	2828 Walden Road	0721-81-2581	DB 18702 Pg 017	09/17/2021
18	Beazer Homes LLC	2905 Walden Road	0721-81-6313	DB 18701 Pg 1233	09/17/2021
19	Beazer Homes LLC	2825 Walden Road	0721-81-6591	DB 18702 Pg 1097	09/17/2021

Applicant and Owners' Representative:
Mr. Michael Snoberger – Beazer Homes
801 Corporate Center Drive Suite 330
Raleigh, NC 27607
(919) 448-6167
michael.snoberger@beazer.com

Civil Engineer and Applicant's Representative:
Mr. Jeff Roach, P.E. - Peak Engineering & Design, PLLC
1125 Apex Peakway
Apex, NC 27502
(919) 439-0100
jroach@peakengineering.com

Petition for Voluntary Annexation

Application #: _____ **Submittal Date:** _____

Complete If Signed By Individuals:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

_____ _____
Please Print Signature

_____ _____
Please Print Signature

_____ _____
Please Print Signature

_____ _____
Please Print Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of, _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

Complete If A Corporation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-023 **Submittal Date:** 10-3-22

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Beazer Homes LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 23 day of June, 2022.

Name of Limited Liability Company Beazer Homes LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Casey J. Heim, a Notary Public for the above State and County, this the 23 day of June (or June) 2022.

CASEY J. HEIM NOTARY PUBLIC WAKE COUNTY, NC Comm. Exp. 07-09-2023

_____
Notary Public

SEAL

My Commission Expires: 7/9/2023

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____ day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof,_____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Limited Liability Company _____

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

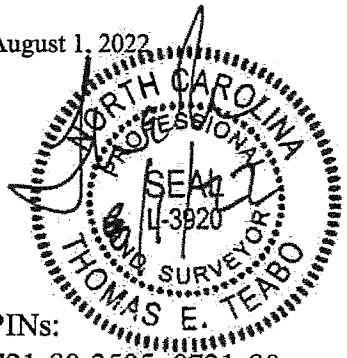
SEAL

My Commission Expires: _____

BOHLER //

Bohler Engineering NC, PLLC
4130 Parklake Avenue, Suite 310
Raleigh, NC 27612
919.578.9000

Date: August 1, 2022



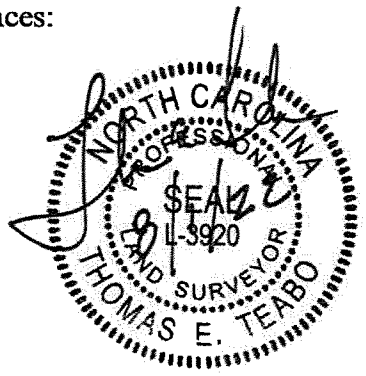
Legal Description of Properties containing 33.845 Acres To Be Annexed into the Town of Apex Apex, NC

The area described herein is encompassing of the following PINs: 0721-80-1110, 0721-80-3174, 0721-80-1336, 0721-80-2377, 0721-80-1553, 0721-80-3505, 0721-80-3619, 0721-81-3022, 0721-80-4836, 0721-81-4170, 0721-81-5061, 0721-80-7948, 0721-90-1910, 0721-80-9611, 0721-80-1975, 0721-81-0212, 0721-81-2581, 0721-81-6313 & 0721-81-6591
Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being 10' inside the easterly right-of-way of Evans Road, and also being the northwesterly corner of the Now or Formerly Beazer Homes LLC property (DB 18701, PG 2105);
Thence with the northerly line of the Now or Formerly Beazer Homes LLC property, S 88° 39' 09" E 10.72' to an iron pipe found, said iron pipe being along the easterly right-of-way of Evans Road;
Thence leaving the easterly right-of-way of Evans Road, S 89° 36' 20" E 251.46' to an iron pipe found;
Thence leaving the northerly line of the Now or Formerly Beazer Homes LLC property (DB 18701, PG 2105), N 00° 56' 42" E 159.67' to an iron pipe found;
Thence S 89° 14' 15" E 320.31' to an iron pipe found, said iron being along the westerly right-of-way of Walden Road;
Thence through the right-of-way of Walden Road the following courses and distances:
S 89° 16' 10" E 37.71' to a computed point;
S 89° 17' 02" E 33.53' to an iron pipe found, said iron pipe being along the easterly right-of-way of Walden Road and also being along the northerly line of the Now or Formerly Beazer Homes LLC property (DB 18702, PG 1097);
Thence S 89° 12' 03" E 388.26' to an iron pipe found, said iron pipe being along the westerly line of the Now or Formerly Michael D Stallings property (DB 3753, PG 456);
Thence with the westerly line of the Now or Formerly Michael D Stallings property the following courses and distances:
S 02° 13' 06" W 155.98' to an iron pipe found;
S 01° 56' 46" W 207.00' to an iron pipe found;
S 03° 10' 27" W 99.80' to an iron pipe found, said iron pipe being the northwest corner of the Now or Formerly Beazer Homes LLC property (DB 18702, PG 203);
Thence with the northerly line of the Now or Formerly Beazer Homes LLC property, S 88° 28' 40" E 464.85' to an iron pipe found;
Thence with the easterly line of the Now or Formerly Beazer Homes LLC property the following courses and distances:
S 03° 55' 51" W 75.11' to an iron pipe with cap found;
S 04° 01' 22" W 181.84' to an iron pipe set;

S 04° 02' 46" W 208.23' to an iron pipe found, said iron pipe being along the northerly line of the Now or Formerly Elizabeth G Clark property (DB 16788, PG 681);
Thence with the northerly line of the Now or Formerly Elizabeth G Clark property N 88° 25' 25" W 328.38' to an iron pipe set, said iron pipe being the northwest corner of the Now or Formerly Elizabeth G. Clark property;
Thence S 04° 14' 19" W 118.98' to an iron pipe found;
Thence N 88° 43' 41" W 135.61' to an iron pipe found, said iron pipe being along the easterly line of the Now or Formerly Jonathan M Peck property (DB 1420, PG 299);
Thence N 04° 13' 23" E 119.70' to an iron pipe found;
Thence N 04° 17' 58" E 62.78' to an iron pipe found, said iron pipe being the northeasterly corner of the Now or Formerly Jonathan M. Peck property;
Thence N 83° 32' 26" W 369.38' to an iron rebar found;
Thence N 83° 44' 30" W 99.48' to an iron pipe found, said iron pipe being the northwesterly corner of the Now or Formerly Jonathan M Peck property;
Thence S 04° 47' 12" W 165.25' to a found T-bar;
Thence S 04° 52' 26" W 136.86' to a found T-bar;
Thence S 04° 53' 59" W 208.94' to an iron pipe found, said iron pipe being the southwesterly corner of the Now or Formerly Jonathan M Peck property;
Thence S 85° 23' 08" E 147.19' to an iron pipe with cap found;
Thence S 08° 41' 57" W 413.62' to an iron pipe found, said iron pipe being along the northerly right-of-way of Humie Olive Road;
Thence through the right-of-way of Humie Olive Road, S 08° 41' 57" W 29.90' to a computed point, said computed point being along the centerline of Humie Olive Road;

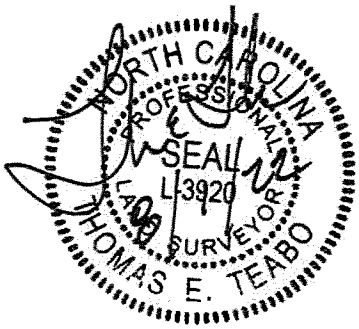
Thence with the centerline of Humie Olive Road the following courses and distances:
N 65° 50' 43" W 318.68' to a computed point;
N 65' 05' 56" W 199.87' to a computed point;
N 64° 29' 34" W 32.49' to a computed point;
N 63° 01' 21" W 90.23' to a computed point;
N 61° 16' 47" W 92.85' to a computed point, said computed being in the intersection of Humie Olive Road and Evans Road;
Thence with the centerline of Evans Road the following courses and distances:
N 19° 32' 08" E 113.54' to a computed point;
N 18° 16' 10" E 49.98' to a computed point;
N 17° 10' 01" E 49.97' to a computed point;
N 16° 40' 27" E 99.96' to a computed point;
N 15° 14' 32" E 49.98' to a computed point;
N 12° 40' 31" E 49.97' to a computed point;
N 09° 31' 48" E 49.98' to a computed point;
N 05° 59' 12" E 49.98' to a computed point;
N 02° 50' 28" E 50.01' to a computed point;
N 05° 15' 29" W 50.15' to a computed point;
N 04° 24' 44" W 47.39' to a computed point, said computed point being in the intersection of Evans Road and Walden Road;



N 08° 24' 38" W 347.44' to a computed point;
Thence with a curve to the right, said curve having an arc length of 165.46' and a radius of 954.93', having a chord bearing of N 03° 28' 26" W 165.25' to a computed point;
Thence leaving the centerline of Evans Road S 89° 03' 16" E 20.57' to an iron pipe found, said iron pipe being 10' inside the eastern right-of-way of Evans Road, and along the westerly line of the Now or Formerly Beazer Homes LLC property (DB 18701, PG 2105);
Thence with the westerly line of the Now or Formerly Beazer Homes LLC property
N 01° 52' 01" E 159.99' to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 1,505,146 square feet or 34.553 acres, more or less.

LESS AND EXCEPT the portion of land known as Stewart Cemetery and being more particularly described as follows:
Commencing at an iron pipe found, said iron pipe being along the southeasterly intersection of Walden Road and Evans Road, thence S 84° 07' 06" E 74.04' to an iron pipe with cap found;
Thence S 85° 13' 16" E 5.82' to an iron pipe found, said iron pipe also being the southwestern corner of Stewart Cemetery, and also being the POINT AND PLACE OF BEGINNING;
Thence N 21° 44' 13" E 153.11' to an iron pipe found;
Thence N 88° 03' 49" E 174.73' to an iron pipe with cap found;
Thence S 04° 50' 15" W 42.42' to an iron pipe with cap found;
Thence S 05° 00' 04" W 29.64" to an iron pipe found;
Thence S 04° 40' 56" W 98.64' to a found T-bar;
Thence N 84° 13' 11" W 218.23' to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 30,861 square feet or 0.708 acres, more or less.

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

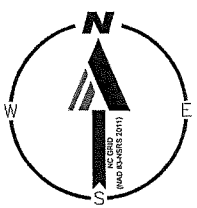


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88° 39' 09"E	10.71'
L2	S89° 16' 10"E	37.71'
L3	S89° 17' 02"E	33.53'
L4	N25° 00' 57"E	30.51'
L5	S25° 06' 03"W	29.48'
L6	N64° 29' 34"W	32.49'
L7	N63° 01' 21"W	90.23'
L8	N61° 16' 47"W	92.85'
L9	N19° 32' 08"E	113.54'
L10	N18° 16' 10"E	49.98'
L11	N17° 10' 01"E	49.97'
L12	N16° 40' 27"E	99.96'
L13	N15° 14' 32"E	49.98'
L14	N12° 40' 31"E	49.97'
L15	N09° 31' 48"E	49.98'

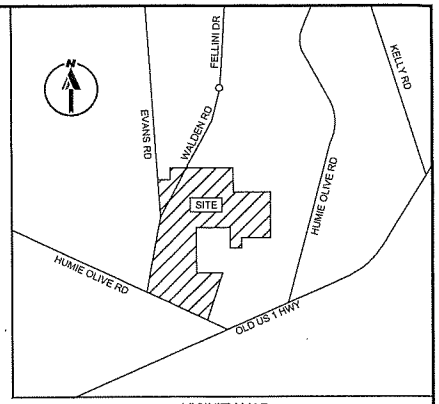
LINE TABLE		
LINE	BEARING	DISTANCE
L16	N05° 59' 12"E	49.98'
L17	N02° 50' 28"E	50.01'
L18	N05° 15' 29"W	50.15'
L19	N04° 24' 44"W	47.39'
L20	S89° 03' 16"E	20.57'
L21	N84° 14' 41"W	30.51'
L22	N63° 33' 22"W	31.90'
L23	N63° 01' 21"W	61.00'
L24	N18° 16' 10"E	43.93'
L25	N17° 10' 01"E	50.39'
L26	N16° 40' 27"E	100.46'
L27	N15° 14' 32"E	51.03'
L28	N12° 40' 31"E	51.47'
L29	N09° 31' 48"E	51.73'
L30	N05° 59' 12"E	51.73'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N02° 50' 28"E	52.96'
L32	S05° 19' 19"E	46.45'
L33	S05° 19' 19"E	5.47'
L34	S22° 39' 10"W	71.93'
L35	N41° 13' 10"E	57.44'
L36	N34° 56' 36"E	127.50'
L37	N35° 38' 28"E	29.93'
L38	S01° 40' 23"W	52.82'
L39	S01° 24' 45"W	15.33'
L40	N89° 33' 14"W	38.24'
L41	N35° 49' 59"E	44.05'
L42	S01° 38' 10"W	53.38'
L43	N36° 01' 10"E	74.92'
L44	N33° 37' 54"E	81.73'
L45	N74° 15' 36"W	68.86'

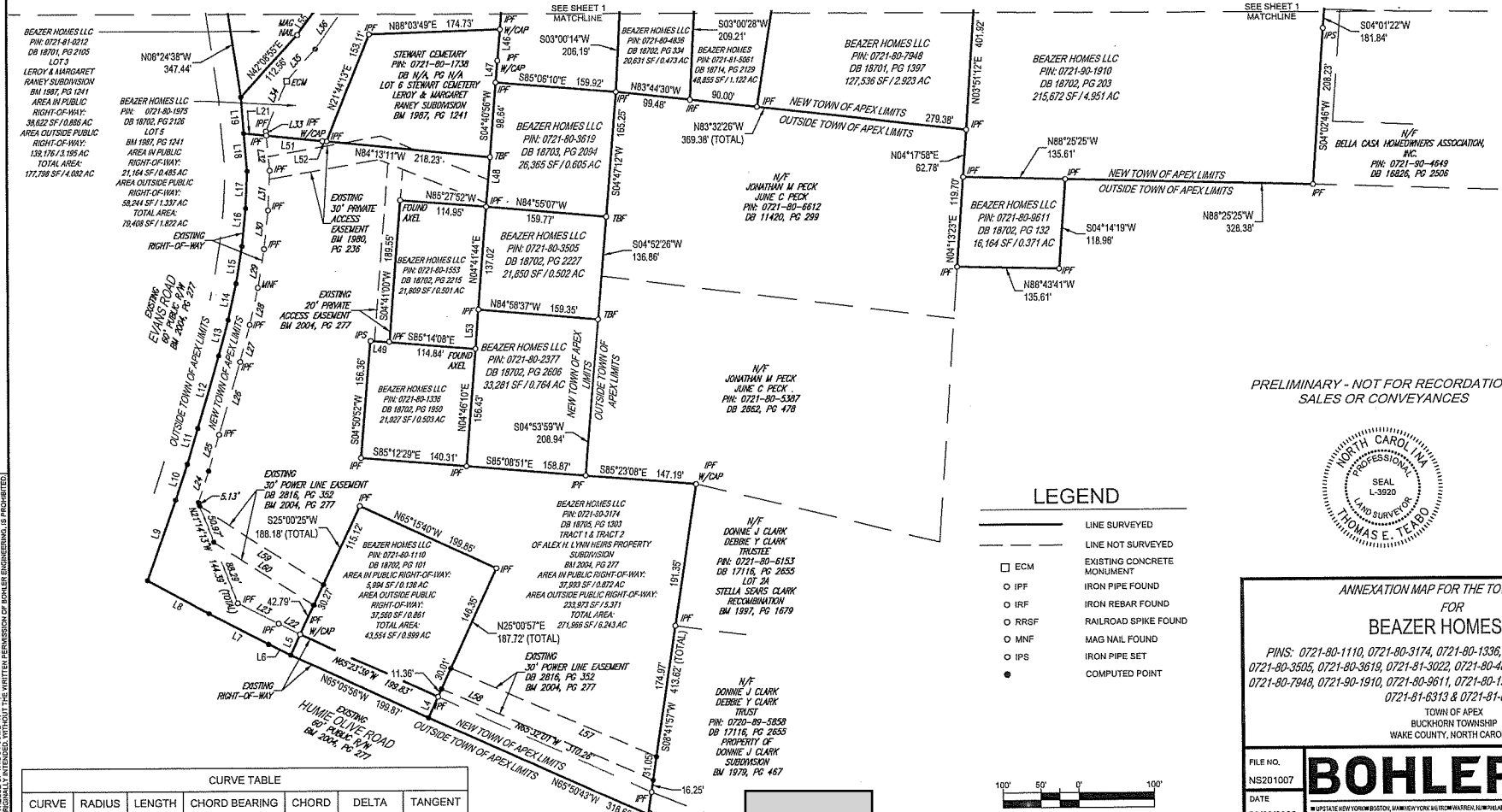
LINE TABLE		
LINE	BEARING	DISTANCE
L46	S04° 50' 15"W	42.42'
L47	S05° 00' 04"W	29.64'
L48	S04° 48' 52"W	66.09'
L49	N85° 15' 12"W	25.25'
L50	N00° 56' 58"E	14.44'
L51	S84° 07' 06"E	74.04'
L52	S85° 13' 16"E	5.82'
L53	S04° 45' 56"W	52.99'
L54	N36° 01' 11"E	74.23'
L55	N34° 56' 36"E	124.56'
L56	N30° 56' 16"E	204.21'
L57	N66° 20' 09"W	297.04'
L58	N66° 20' 09"W	305.76'
L59	S57° 17' 45"E	195.20'
L60	S57° 17' 45"E	158.05'



TOTAL AREA TO BE ANNEXED=
1,474,285 SF OR 33.845 AC



VICINITY MAP
NOT TO SCALE



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	954.93'	165.46'	N03°28'26"W	165.25'	009°55'39"	82.94'
C2	924.93'	160.26'	S03°28'26"E	160.06'	009°55'39"	80.33'

LEGEND

———	LINE SURVEYED
— — —	LINE NOT SURVEYED
□ ECM	EXISTING CONCRETE MONUMENT
○ IPF	IRON PIPE FOUND
○ IRF	IRON REBAR FOUND
○ RRSF	RAILROAD SPIKE FOUND
○ MNF	MAG NAIL FOUND
○ IPS	IRON PIPE SET
●	COMPUTED POINT

100' 50' 0' 100'
1" =100'

REFERENCES:
DB 1761, PG 229
DB 1761, PG 305
DB 1813, PG 79
DB 2184, PG 232
DB 2477, PG 189
DB 2807, PG 928
DB 7710, PG 949
DB 9452, PG 847
DB 10630, PG 1968
DB 11783, PG 660
DB 14082, PG 2467
DB 14501, PG 2611
DB 14614, PG 894
DB 14862, PG 2458
DB 15186, PG 1934
DB 15964, PG 879
DB 17083, PG 18
DB 18701, PG 1233
DB 18701, PG 1397
DB 18701, PG 1614
DB 18702, PG 101
DB 18702, PG 132
DB 18702, PG 203
DB 18702, PG 334
DB 18702, PG 1097
DB 18702, PG 1950
DB 18702, PG 2126
DB 18702, PG 2215
DB 18702, PG 2227
DB 18702, PG 2606
DB 18703, PG 2094
DB 18714, PG 2129
DB 18766, PG 1917
DB 19156, PG 553
BM 1979, PG 307
BM 1985, PG 268
BM 1987, PG 1241
BM 2004, PG 277
BM 2016, PG 1360

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

NORTH CAROLINA PROFESSIONAL SEAL L-3920 LAND SURVEYOR THOMAS E. TERBO

ANNEXATION MAP FOR THE TOWN OF APEX
FOR
BEAZER HOMES, LLC

PINS: 0721-80-1110, 0721-80-3174, 0721-80-1336, 0721-80-2377, 0721-80-1553, 0721-80-3505, 0721-80-3619, 0721-81-3022, 0721-80-4836, 0721-81-4170, 0721-81-5061, 0721-80-7948, 0721-90-1910, 0721-80-9611, 0721-80-1975, 0721-81-0212, 0721-81-2581, 0721-81-6313 & 0721-81-6591

TOWN OF APEX
BUCKHORN TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

NCBELS: P-1122

FILE NO.	DATE	FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
NS201007	09/30/2022	08/05/2022	RJ/AS/DET	JT/DET	TET	TET	1" = 100'	2 OF 2

BOHLER
4130 PARKLAKE AVENUE, SUITE 130 RALEIGH, NORTH CAROLINA 27612 919.578.9000
www.bohlerengineering.com
UPSTATE NEW YORK BOSTON, MA NEW YORK METRO WARREN, NJ PHILADELPHIA/SOUTHERN NJ LEHIGH VALLEY, PA SOUTHEASTERN PA BALTIMORE, MD SOUTHERN MARYLAND NORTHERN VIRGINIA WASHINGTON, DC CENTRAL VIRGINIA CHARLOTTE, NC RALEIGH, NC

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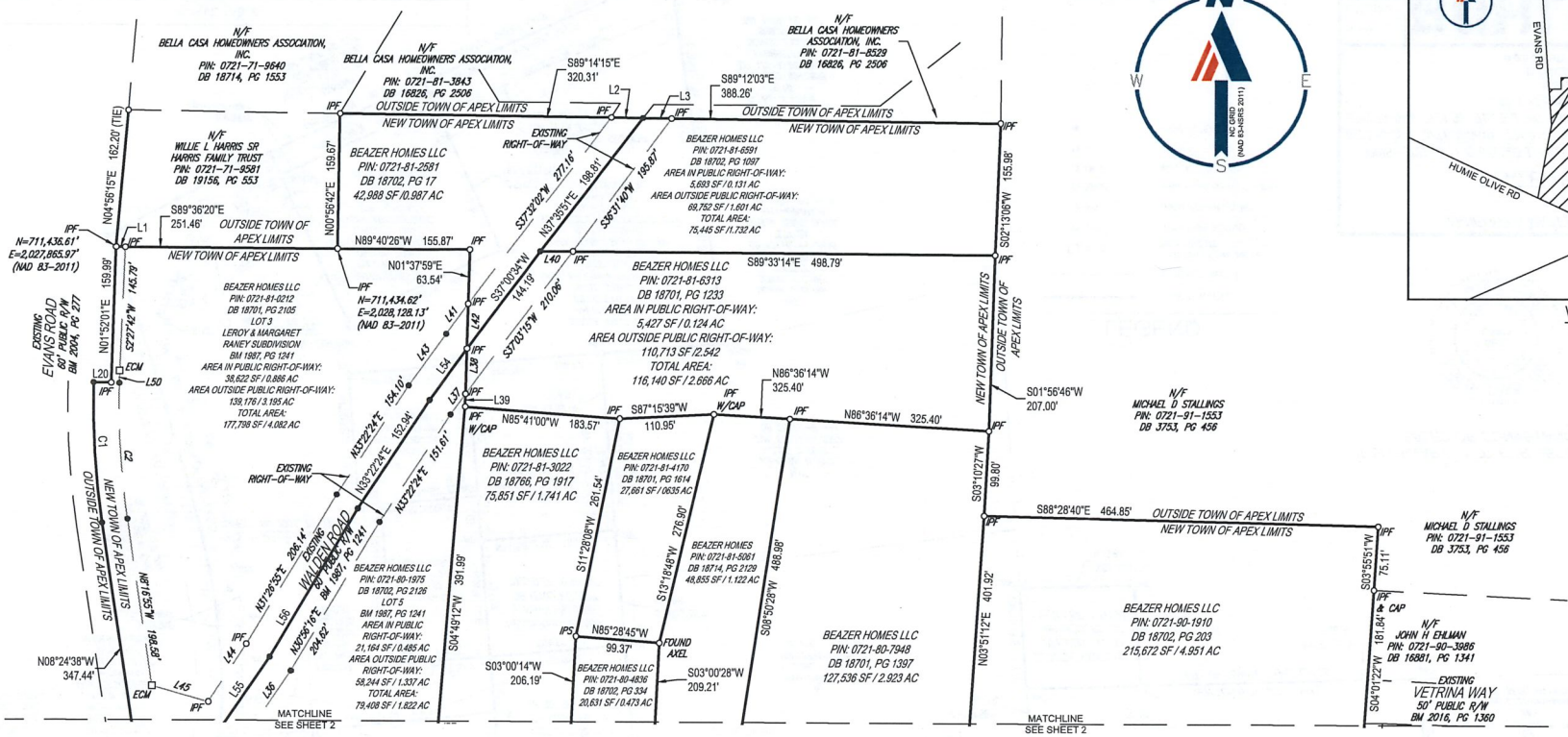

LEGEND

———	LINE SURVEYED
— — —	LINE NOT SURVEYED
□ ECM	EXISTING CONCRETE MONUMENT
○ IPF	IRON PIPE FOUND
○ IRF	IRON REBAR FOUND
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○ MNF	MAG NAIL FOUND
○ IPS	IRON PIPE SET
●	COMPUTED POINT

TOTAL AREA TO BE ANNEXED=
1,474,285 SF OR 33.845 AC

SEE SHEET 2 FOR LINE & CURVE TABLES

REFERENCES:

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DB 2807, PG 928
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DB 18702, PG 2606
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DB 18714, PG 2129
DB 18766, PG 1917
DB 19156, PG 553
BM 1979, PG 307
BM 1985, PG 268
BM 1987, PG 1241
BM 2004, PG 277
BM 2016, PG 1360

ANNEXATION #_____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 2022, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____
DAY/MONTH/YEAR

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

SURVEYOR CERTIFICATION

I, THOMAS E. TEABO, PLS, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP.

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED IS 1: 10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

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

(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04'
(3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
(4) DATES OF SURVEY: FEBRUARY 14, 2020 - AUGUST 5, 2022
(5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.999891069
(9) UNITS: US SURVEY FEET

THAT THE 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.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND AND SEAL THIS 30TH DAY OF SEPTEMBER A.D., 2022.

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

_____ _____
SURVEYOR NC L-3920

NORTH CAROLINA PROFESSIONAL SEAL L-3920 LAND SURVEYOR THOMAS E. TEABO

NOTES:

1. THE FIRM HAS NEITHER REVIEWED NOR RELIED UPON TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS A GUARANTEE OF MARKETABLE TITLE OR FOR DISCLOSURE OF TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCUMBER THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE INSURANCE COMPANY FOR THE REVIEW AND CONFIRMATION OF, AND INSURANCE REGARDING MARKETABLE TITLE.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
6. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
7. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
8. VERTICAL DATUM SHOWN HEREON IS NAVD88.
9. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720072100J, PANEL 0721 EFFECTIVE DATE MAY 2, 2006.

100' 50' 0' 100'
1" =100'

ANNEXATION MAP FOR THE TOWN OF APEX
FOR

BEAZER HOMES, LLC

PINS: 0721-80-1110, 0721-80-3174, 0721-80-1336, 0721-80-2377, 0721-80-1553, 0721-80-3505, 0721-80-3619, 0721-81-3022, 0721-80-4836, 0721-81-4170, 0721-81-5061, 0721-80-7948, 0721-90-1910, 0721-80-9611, 0721-80-1975, 0721-81-0212, 0721-81-2581, 0721-81-6313 & 0721-81-6591

TOWN OF APEX
BUCKHORN TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

NCBELS: P-1132

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FILE NO.	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
NS201007	JT/DET	TET	TET	1" = 100'	1 OF 2
DATE 09/30/2022					
FIELD DATE 08/05/2022	CREW CHIEF RJ/AS/DET				

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PAYMENT DATE
10/04/2022

COLLECTION STATION
eSuites

RECEIVED FROM
Jeff Roach - Peak Engineering

DESCRIPTION
Annexation #746 - Friendship Village - 2022-00000023 Online Payment

TOWN OF APEX
P O BOX 250
APEX, NC 27502
(919) 362-8676 - Utility Payments
(919) 249-3418 - Permits Only
(919) 249-3426 - Planning & Zoning Only

BATCH NO.
2023-00000975

RECEIPT NO.
2023-00061482

CASHIER
Tony Ibanez

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PPC	PROJECT PLANNING CENTER FEES Annexation #746 - Friendship Village - 2022-00000023 Online Payment	$200.00

Payments:

Type	Detail	Amount
Other	CHG	$200.00

Total Amount: **$200.00**

Custom

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for February 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 244.87 acres, Apex Gateway Phase 2, Annexation No. 749 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

Satellite

Attachments

- Attachment A: Resolution Directing the Town Clerk to Investigate Petition – Satellite Annexation
  - Certificate of Sufficiency by the Town Clerk – Satellite Annexation
  - Resolution Setting Date of Public Hearing
- Attachment B: Legal Description
- Attachment C: Arial Map – Annexation No. 749
- Attachment D1: Plat Map – Annexation No. 749
- Attachment D2: Plat Map – Annexation No. 749
- Attachment E: Annexation Petition – Annexation No. 749

RESOLUTION DIRECTING THE TOWN CLERK
TO INVESTIGATE PETITION RECEIVED UNDER G.S.§ 160A-58.1

Annexation Petition No. 749
Apex Gateway Phase 2 – 244.87 acres

WHEREAS, G.S. §160A- 58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of his investigation.

This the 14th day of February, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 749
Apex Gateway Phase 2 – 244.87 acres

To: The Town Council of the Town of Apex, North Carolina

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the noncontiguous area described therein, in accordance with G.S.§ 160A-58.1(b), as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of February, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)

RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S.§ 160A-58.2 AS AMENDED

Annexation Petition No. 749
Apex Gateway Phase 2 – 244.87 acres

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of February, 2023.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, www.apexnc.org, Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 14th day of February, 2023.

_____
Jacques K. Gilbert, Mayor

ATTEST:

_____
Allen L. Coleman, Town Clerk

Attachment: Legal Description

ANNEXATION AREA 1
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LANDS DEPICTED IN DEED BOOK 2316 PAGE 883, DEED BOOK 2207 PAGE 426; DEED BOOK 2252 PAGE 612, DEED BOOK 2148 PAGE 1047, BOOK 2148 PAGE 1134, DEED BOOK 2301 PAGE 443, DEED BOOK 318 PAGE 352, DEED BOOK 2330 PAGE 938, DEED BOOK 2015 PAGE 1112, DEED BOOK 1141 PAGE 345 AND DEED BOOK 757 PAGE 592. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND ON A NORTH EASTERN CORNER OF THE BARBOUR KATHLEEN B. PROPERTY (DB 367 PG 115), SAID IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:726,078.59', E:2,014,614.07' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION ALONG A NORTHERN BOUNDARY LINE IN THE BARBOUR KATHLEEN B. PROPERTY (DB 367 PG 115) SOUTH 81 DEGREES 58 MINUTES 20 SECONDS WEST A DISTANCE OF 315.77 FEET TO A 5/8" REBAR WITH CAP; THENCE NORTH 34 DEGREES 07 SECONDS 21 MINUTES WEST A DISTANCE OF 73.59 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 55 DEGREES 47 MINUTES 03 SECONDS WEST A DISTANCE OF 279.92 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 55 DEGREES 47 MINUTES 03 SECONDS WEST A DISTANCE OF 30.81 FEET TO A COMPUTED POINT IN THE CENTER OF NC HIGHWAY 751; THENCE SOUTH 34 DEGREES 10 MINUTES 03 SECONDS EAST A DISTANCE OF 296.52 FEET TO A COMPUTED POINT; THENCE NORTH 55 DEGREES 38 MINUTES 45 SECONDS EAST A DISTANCE OF 29.64 TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 34 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 117.62 FEET TO A COMPUTED POINT; THENCE SOUTH 34 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 256.89 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 35 MINUTES 11 SECONDS EAST 249.29 FEET AND A RADIUS OF 6,270.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 34 MINUTES 29 SECONDS EAST 245.92 FEET AND A RADIUS OF 6,670.00 FEET TO A COMPUTED POINT; THENCE SOUTH 38 DEGREES 43 MINUTES 21 SECONDS EAST A DISTANCE OF 157.84 FEET TO A COMPUTED POINT; THENCE SOUTH 71 DEGREES 52 MINUTES 46 SECONDS EAST A DISTANCE OF 161.00 FEET TO A COMPUTED POINT ALONG THE NORTHERN RIGHT OF WAY LINE OF US HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY SOUTH 82 DEGREES 35 MINUTES 51 SECONDS WEST 259.30 FEET TO A 5/8" INCH REBAR SET; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 22 MINUTES 04 SECONDS WEST 761.55 FEET AND A RADIUS OF 11,840.67 FEET TO A COMPUTED POINT; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH LINES IN THE MAGNIN MARY ELIZABETH GEEK PROPERTY (DB: 1764, PG: 3) NORTH 00 DEGREES 36 MINUTES 55 SECONDS EAST A DISTANCE OF 174.32 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 69 DEGREES 07 MINUTES 03 SECONDS WEST A DISTANCE OF 480.86 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 04 DEGREES 09 MINUTES 52 SECONDS

EAST A DISTANCE OF 90.02 FEET TO A NC DOT RIGHT OF WAY DISK FOUND ALONG THE NORTHERN RIGHT OF WAY OF US HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY SOUTH 78 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 360.29 FEET TO A COMPUTED POINT; THENCE SOUTH 78 DEGREES 36 MINUTES 47 SECONDS WEST A DISTANCE OF 60.00 FEET TO A COMPUTED POINT; THENCE SOUTH 78 DEGREES 35 MINUTES 10 SECONDS WEST A DISTANCE OF 266.38 FEET TO A 1/2" RIGHT OF WAY CAP SET; THENCE SOUTH 79 DEGREES 30 MINUTES 47 SECONDS WEST A DISTANCE OF 60.31 FEET TO 1" IRON REBAR WITH CAP FOUND; THENCE SOUTH 78 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE OF 119.69 FEET TO A 3/4" IRON REBAR WITH CAP FOUND; THENCE SOUTH 78 DEGREES 35 MINUTES 55 SECONDS WEST A DISTANCE OF 107.94 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 78 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 86.62 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE SOUTH 78 DEGREES 39 MINUTES 54 SECONDS WEST A DISTANCE OF 141.75 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH EASTERN LINES IN THE ARLEX PROPERTIES, LLC PROPERTY (DB:2069, PG: 168) NORTH 15 DEGREES 18 MINUTES 52 SECONDS WEST A DISTANCE OF 487.93 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE SOUTH 89 DEGREES 09 MINUTES 04 SECONDS WEST A DISTANCE OF 197.08 FEET TO A 1/2" IRON PIPE WITH CAP FOUND ON AN EASTERN CORNER OF THE KUNAL ENTERPRISES, LLC PROPERTY (DB: 1124, PG:371); THENCE WITH EASTERN LINES IN SAID PROPERTY NORTH 29 DEGREES 21 MINUTES 59 SECONDS WEST A DISTANCE OF 68.12 FEET TO AN AXLE FOUND; THENCE NORTH 02 DEGREES 02 MINUTES 09 MINUTES EAST A DISTANCE OF 445.87 FEET TO AN AXLE FOUND; THENCE WITH AN EASTERN LINE IN THE POE INEZ M. & JERRY C. TRUSTEE DEWEY C. POE TRUST (DB 755 PG 518) NORTH 00 DEGREES 06 MINUTES 26 SECONDS EAST A DISTANCE OF 1,087.05 FEET TO A 1/2" IRON PIPE WITH A CAP FOUND; THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS EAST A DISTANCE OF 420.69 FEET TO A BROKEN CONCRETE MONUMENT WITH EXPOSED REBAR; THENCE LEAVING SAID PROERTY AND WITH A SOUTHERN LINE IN THE UNITED STATES OF AMERICA PROPERTY NORTH 87 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF 635.18 FEET TO A US ARMY CORPS OF ENGINEERS CONCRETE MONUMENT WITH A DISK FOUND; THENCE WITH A SOUTHERN LINE IN THE JAIME UPCHURCH PROPERTY (DB 2012 PG 289) NORTH 60 DEGREES 37 MINUTES 52 SECONDS EAST A DISTANCE OF 43.17 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE NORTH 60 DEGREES 36 MINUTES 10 SECONDS EAST A DISTANCE OF 573.18 FEET TO A 1" IRON PIPE FOUND; THENCE NORTH 60 DEGREES 35 MINUTES 55 SECONDS EAST A DISTANCE OF 54.27 FEET TO A 1" IRON PIPE FOUND ALONG THE WESTERN RIGHT OF WAY OF NC HIGHWAY 751; THENCE NORTH 60 DEGREES 35 MINUTES 55 SECONDS EAST A DISTANCE OF 29.81 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 16 MINUTES 33 SECONDS WEST 57.22 FEET AND A RADIUS OF 12,000.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 51 MINUTES 00 SECONDS WEST 54.43 FEET AND A RADIUS OF 10,366.27 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES 33 MINUTES 14 SECONDS WEST 200.19 FEET AND A RADIUS OF 10,367.68 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 53 SECONDS WEST 157.13 FEET AND A RADIUS OF 18,752.40 FEET TO A COMPUTED POINT; THENCE SOUTH 77 DEGREES 02 MINUTES 02 SECONDS WEST A DISTANCE OF 30.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 77

DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 0.79 FEET TO A COMPUTED POINT ALONG THE WESTRN RIGHT OF WAY OF NC HIGHWAY 751; THENCE LEAVING SAID RIGHT OF WAY AND WITH EASTERN LINES IN THE PIERPONT WILLIAM R. ETUX AND BARBARA E. PEIRPONT PROPERTY (DB:1915 PG:1170) SOUTH 77 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 72.57 FEET TO A 1/4" IRON ROD FOUND; THENCE NORTH 25 DEGREES 54 MINUTES 27 SECONDS WEST A DISTANCE OF 442.50 FEET TO A 1" AXLE FOUND; THENCE ALONG A SOUTHERN LINE IN THE ROBERTO CRESCENCIO PROPERTY (DB: 1629, PG:303), SOUTH 89 DEGREES 48 MINUTES 19 SECONDS EAST A DISTANCE OF 65.13 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 89 DEGREES 48 MINUTES 19 SECONDS EAST A DISTANCE OF 66.65 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 89 DEGREES 49 MINUTES 09 SECONDS EAST A DISTANCE OF 542.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE ALONG AN SOUTHERN LINE IN THE TIMOTHY SEAGROVES PROPERTY (DB 711, PG 749) SOUTH 89 DEGREES 47 MINUTES 11 SECONDS EAST A DISTANCE OF 406.30 TO A 1.25" GUN BARREL; THENCE SOUTH 89 DEGREES 06 MINUTES 54 SECONDS EAST A DISTANCE OF 485.11 FEET TO A 1.25" IRON PIPE FOUND; THENCE WITH THE US GOVERNMENT PROPERTY NORTH 89 DEGREES 57 MINUTES 13 SECONDS EAST A DISTANCE OF 352.30 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 14.94 FEET TO A REBAR WITH A CAP; THENCE SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 30.00 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 52 MINUTES 26 SECONDS WEST A DISTANCE OF 96.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE WITH A WESTERN LINE IN THE MILLS CHATHAM INVESTMENT PROPERTIES LLC PROPERTY (DB 2294 PG 400) SOUTH 01 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 171.91 FEET TO A 1/2" IRON PIPE WITH A WHITE CAP AND TACK FOUND; THENCE SOUTH 00 DEGREES 42 MINUTES 32 SECONDS WEST A DISTANCE OF 280.64 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 318.70 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 979.44 FEET TO A 1" IRON PIPE FOUND, SAID IRON PIPE BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 7,490,543 SQUARE FEET OR 171.96 ACRES, MORE OR LESS.

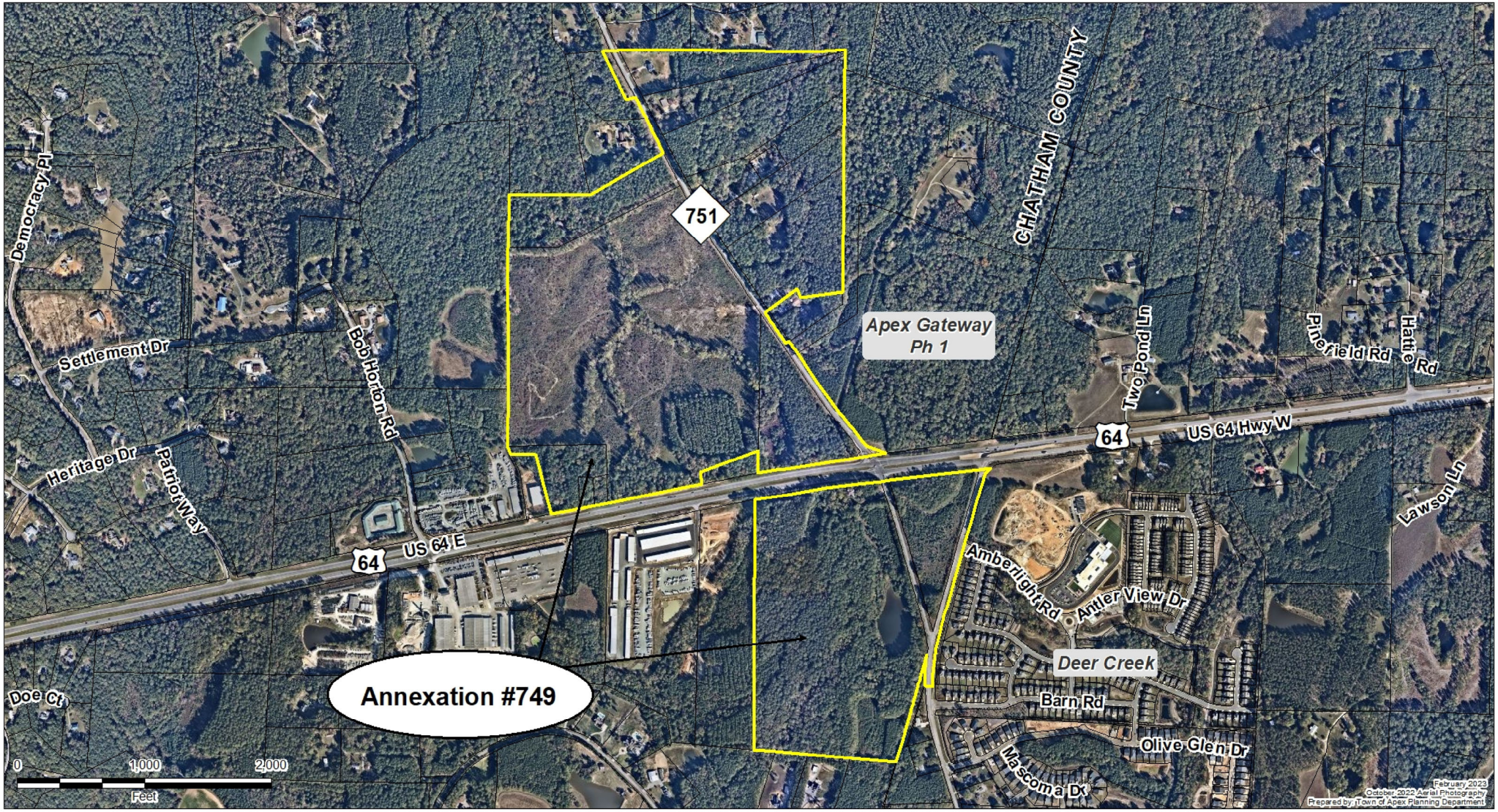
ANNEXATION AREA 2
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LAND DEPICTED IN DEED BOOK 2330 PAGE 738. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY AND WAKE REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY DISK FOUND ALONG THE SOUTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY, SAID DISK HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:724,599.73', E:2,014,861.45' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING IN A CLOCKWISE DIRECTION AND WITH THE RIGHT OF WAY OF US 64 HIGHWAY NORTH 82 DEGREES 54 MINUTES 23 SECONDS EAST A DISTANCE OF 160.19 FEET TO A 5/8" REBAR SET; THENCE NORTH 82 DEGREES 53 MINUTES 07 SECONDS EAST A DISTANCE OF 625.77 FEET TO A 5/8" REBAR FOUND; THENCE NORTH 83 DEGREES 08 MINUTES 25 SECONDS EAST A DISTANCE OF 85.45 FEET TO A COMPUTED POINT ALONG THE WAKE COUNTY/CHATHAM COUNTY LINE; THENCE NORTH 81 DEGREES 57 MINUTES 11 SECONDS EAST A DISTANCE OF 96.16 FEET TO A COMPUTED POINT ALONG THE EASTERN RIGHT OF WAY OF NEW OLIVE CHAPEL HILL ROAD; THENCE WITH SAID RIGHT OF WAY SOUTH 52 DEGREES 02 MINUTES 38 SECONDS WEST A DISTANCE OF 105.61 FEET TO A COMPUTED POINT; THENCE SOUTH 15 DEGREES 59 MINUTES 17 SECONDS WEST A DISTANCE OF 1,304.57 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 11 DEGREE 39 MINUTES 03 SECONDS WEST 194.08 FEET AND A RADIUS OF 1,031.04 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 02 MINUTES 53 SECONDS WEST 123.25 FEET AND A RADIUS OF 1,434.58 FEET TO A COMPUTED POINT; THENCE NORTH 86 DEGREES 24 MINUTES 50 SECONDS WEST A DISTANCE OF 60.00 FEET TO A COMPUTED POINT ALONG THE WAKE COUNTY/CHATHAM COUNTY LINE; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 06 DEGREES 02 MINUTES 53 SECONDS EAST 128.40 FEET AND A RADIUS OF 1,494.58 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF NEW HILL ROAD; THENCE SOUTH 15 DEGREES 55 MINUTES 22 SECONDS WEST A DISTANCE OF 878.54 FEET TO A 2" IRON PIPE FOUND; THENCE NORTH 84 DEGREES 48 MINUTES 37 SECONDS WEST A DISTANCE OF 1,121.89 FEET TO A 3/4" IRON PIPE FOUND; THENCE WITH AN EASTERN LINE IN THE APEX STORAGE PARTNERS LLC PROPERTY (DB:712, PG:945) NORTH 00 DEGREES 36 MINUTES 17 SECONDS EAST A DISTANCE OF 1,985.81 FEET TO A COMPUTED POINT ALONG THE SOUTHERN RIGHT OF WAY OF US HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 06 MINUTES 11 SECONDS EAST 714.43 FEET AND A RADIUS OF 11,459.16 FEET TO A COMPUTED POINT; THENCE NORTH 82 DEGREES 54 MINUTES 12 SECONDS EAST 214.33 FEET TO A RIGHT OF WAY DISK FOUND SAID DISK BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,176,117 SQUARE FEET OR 72.91 ACRES, MORE OR LESS.


751
CHATHAM COUNTY
Democracy Pl
Settlement Dr
Bob Horton Rd
Heritage Dr
Patriot Way
Apex Gateway
Ph 1
Two Pond Ln
Pinefield Rd
Hattie Rd
64
US 64 Hwy W
64
US 64 E
Lawson Ln
Amberlight Rd
Antler View Dr
Deer Creek
Barn Rd
Olive Glen Dr
Mascoma Dr
Doe Ct
Annexation #749
0
1,000
2,000
Feet
October 2022 Aerial Photography
February 2023
Prepared by: Town of Apex Planning Department

SURVEY NOTES:

1. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND AND EXPRESSED IN FEET AND HUNDRETH OF FEET.
2. AREA CALCULATED BY COORDINATE GEOMETRY.
3. ZONING: R-1, PORTIONS OF TRACT 12 ARE ZONED: CU-OI, AND PORTIONS OF TRACT 7 ARE ZONED: CU-IND-L.
   ZONING SOURCE: https://chathamncgis.maps.arcgis.com/
4. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
5. ADJOINER'S INFORMATION OBTAINED FROM WAKE COUNTY AND CHATHAM COUNTY GIS WEBSITE.
6. EXCEPT AS SHOWN, THERE ARE NO OTHER VISIBLE OR RECORDED EASEMENTS OR RIGHTS OF WAY ACROSS THE SURVEYED PROPERTY THAT HAVE BEEN PROVIDED TO THE SURVEYOR.
7. ALL PROPOSED PARCEL AREAS MATHEMATICALLY CLOSE GREATER THAN 1:10,000.
8. ROADS, STREETS AND HIGHWAYS SHOWN HEREIN SHOW EVIDENCE OF BEING COMPLETED, DEDICATED AND ACCEPTED FOR PUBLIC MAINTENANCE.
9. COUNTY LINE FOR WAKE COUNTY AND CHATHAM COUNTY BASED ON COUNTY MONUMENTS ESTABLISHED IN A SURVEY IN 1960, PER MAP BOOK 1961 PAGE 68 RECORDED IN THE WAKE COUNTY AND PLAT BOOK 8 PAGE 87 IN CHATHAM COUNTY, COORDINATES FOR MONUMENTS ARE AS FOLLOW:
   COUNTY MONUMENT 1 N:735842.33' E:2018895.02'
   COUNTY MONUMENT 2 N:717807.64' E:2013762.72'
10. THE ANNEXATION BOUNDARY EXTENTS IN SOME INSTANCES ARE OUTSIDE THE MAIN PROPERTY LINE TO INCLUDE THE ENTIRE WIDTH OF NEW HILL OLIVE CHAPEL RD RIGHT OF WAY AND TO AVOID ANY CORPORATE GAPS ALONG NC-751. A PROPERTY LINE TABLE AND A ANNEXATION LINE TABLE WERE GENERATED TO AID IN THE DISTINCTION BETWEEN THE AREA TO BE ANNEXED AND THE SURVEYED PROPERTIES. IN ADDITION, THESE AREAS ARE HATCHED IN A TILE PATTERN.

OWNERS INFORMATION

1. NORTHERN PORTION OF TRACT D: BRENT MICHAEL DROEGE:
   ADDRESS: 696 NC HWY 751 APEX, NC 27523
2. SOUTHERN PORTION OF TRACT D: DROEGE INVESTMENTS LLC
   ADDRESS: 610 NC HWY 751 APEX, NC 27523
3. TRACT 3: DROEGE INVESTMENTS LLC
   ADDRESS: 546 NC HWY 751 APEX, NC 27523
4. TRACT 1: BRENT MICHAEL DROEGE
   ADDRESS 482 NC HWY 751 APEX, NC 27523
5. TRACT 2: BRENT MICHAEL DROEGE
   ADDRESS: 472 NC HWY 751 APEX, NC 2523
6. BIN-AG LLC
   ADDRESS: 450 NC HWY 751 APEX NC, 27523
7. LONG TRACT: JOHN W. & FAYE C. LONG
   ADDRESS: 314 NC HWY 751 APEX, NC 27523
8. LOT 1: BIN-AG2 LLC
   ADDRESS: 13406 US 64 E APEX, NC 27523
9. CLARK TRACT 3: CLARK ANDREW L. TRUSTEE & STALEY C. SMITH
   ADDRESS: US 64 E APEX, NC 27523
10. CLARK TRACT 2: CLARK ANDREW L. TRUSTEE & STALEY C. SMITH
    ADDRESS: US 64 E APEX, NC 27523
11. CLARK TRACT 1: CLARK ANDREW L. TRUSTEE & STALEY C. SMITH
    ADDRESS: US 64 E APEX, NC 27523
12. TRACT 1, 2 & 3: CANT HOOK PROPERTIES LLC
    ADDRESS: NC HWY 751 APEX, NC 27523
13. TRACT 2: JAMES L. GIVENS
    ADDRESS: 527 NC HWY 751 APEX, NC 27523
14. TRACT 1: JAMES L. GIVENS
    ADDRESS: 527 NC HWY 751 APEX, NC 27523
15. LOT 2: MILLS CHATHAM INVESTMENT PROPERTIES LLC
    ADDRESS: 13406 US 64 EAST APEX, NC 27523
16. LOT 3: MILLS CHATHAM INVESTMENT PROPERTIES LLC
    ADDRESS: 13406 US 64 EAST APEX, NC 27523

ANNEXATION AREA TABLE

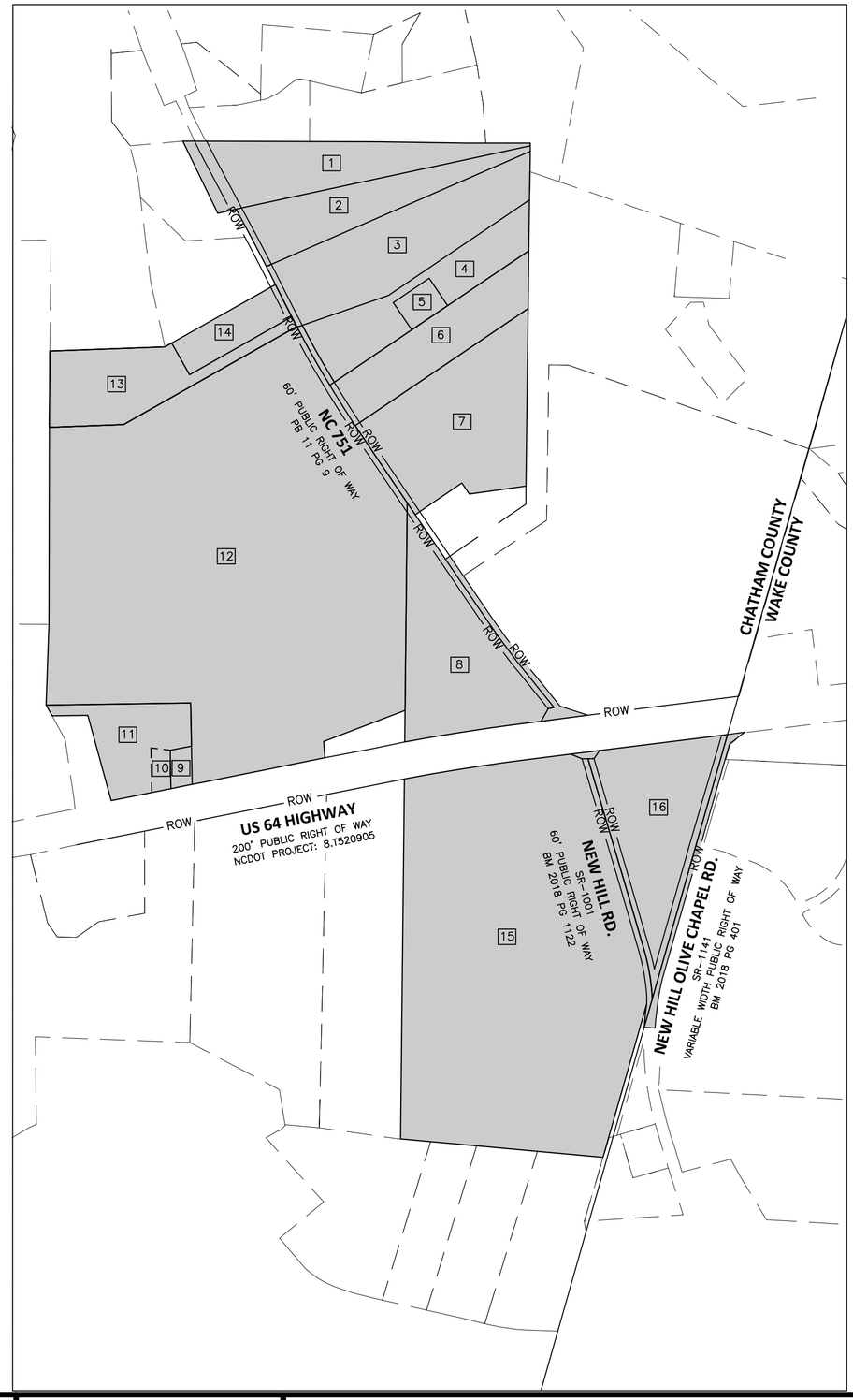
TOTAL AREA ANNEXED: 244.87 AC.

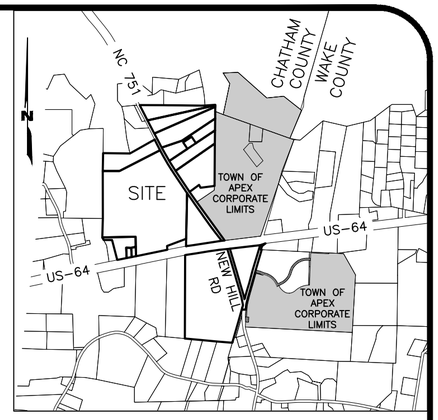
TOTAL AREA ANNEXED WITHIN THE R/W: 8.98 AC.

PARCEL AREA TABLE

1 9.03 AC. TOTAL AREA – 0.58 AC. INSIDE THE R/W OF NC-751
2 7.06 AC. TOTAL AREA – 0.24 AC. INSIDE THE R/W OF NC-751
3 12.24 AC. TOTAL AREA – 0.26 AC. INSIDE THE R/W OF NC-751
4 7.96 AC. TOTAL AREA
5 1.00 AC. TOTAL AREA
6 7.47 AC. TOTAL AREA – 0.18 AC. INSIDE THE R/W OF NC-751
7 14.17 AC. TOTAL AREA – 0.41 AC. INSIDE THE R/W OF NC-751
8 12.53 AC. TOTAL AREA – 0.93 AC. INSIDE THE R/W OF NC-751
9 0.57 AC. TOTAL AREA
10 0.56 AC. TOTAL AREA
11 5.04 AC. TOTAL AREA
12 83.69 AC. TOTAL AREA – 0.81 AC. INSIDE THE R/W OF NC-751
13 7.42 AC. TOTAL AREA – 0.04 AC. INSIDE THE R/W OF NC-751
14 2.99 AC. TOTAL AREA – 0.14 AC. INSIDE THE R/W OF NC-751
15 59.68 AC. TOTAL AREA – 1.02 AC. INSIDE THE R/W OF NEW HILL RD.
16 12.07 AC. TOTAL AREA – 2.01 AC. TOTAL AREA INSIDE R/W
– 1.10 AC. INSIDE THE R/W OF NEW HILL OLIVE CHAPEL RD.
– 0.91 AC. INSIDE THE R/W OF NEW HILL RD.

ANNEXATION SITE MAP
NOT TO SCALE





VICINITY MAP
(NOT TO SCALE)

Annexation # _____

I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____
Day/Month/Year

_____
Allen Coleman, CMC, NCCCC, Town Clerk

SHEET LAYOUT

SHEET 1: SITE MAP, NOTES, AND CERTIFICATIONS
SHEET 2: ANNEXATION BOUNDARY
SHEET 3: ANNEXATION BOUNDARY, LINE AND CURVE TABLES

CERTIFICATION:

THIS PLAT WAS PREPARED FOR RECORDING IN ACCORDANCE WITH GS 47-30, AS AMENDED

GS 47-30 F(11)C(1). THAT THE 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.

I, JOEL F. ALVARADO, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOW AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 OR GREATER; THAT THIS SURVEY WAS PERFORMED USING GNSS AND CONVENTIONAL SURVEY, THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.10FT + 50PPM
TYPE OF GPS FIELD PROCEDURE: VRS RTK
DATES OF SURVEY: APRIL-OCTOBER 2022
DATUM/EPOCH: NAD 83 (2011)
PUBLISHED/FIXED-CONTROL USE: DURH, NCRD AND SNFD CORS ARP
GEOID MODEL: 18
UNITS: US SURVEY FEET
COMBINED GRID FACTOR: 0.999898255

Joel F. Alvarado. DATE: 12/15/2022
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-5433
joel.alvarado@sam.biz
(919) 758-7311

SURVEYING AND MAPPING, LLC
F-1442

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES

SAM™
2641-116 Sumner Blvd.
Raleigh, NC 27616
Ofc: 919.878.7466
Email: info@sam.biz

PROJECT:	BEACON PARTNERS ANNEXATION MAP PHASE 2
JOB NUMBER:	10220704045
DATE:	12/15/2022
SCALE:	NOT TO SCALE
SURVEYOR:	JOEL ALVARADO
TECHNICIAN:	JONATHAN COVINGTON
DRAWING:	BEACON ANNEXATION
TRACT ID:	AS SHOWN ON PLAT

SATELLITE ANNEXATION MAP SET
FOR THE TOWN OF APEX
NEW HOPE TOWNSHIP, CHATHAM COUNTY
AND WHITE OAK TOWNSHIP, WAKE COUNTY
STATE OF NORTH CAROLINA

SHEET 1
OF 3

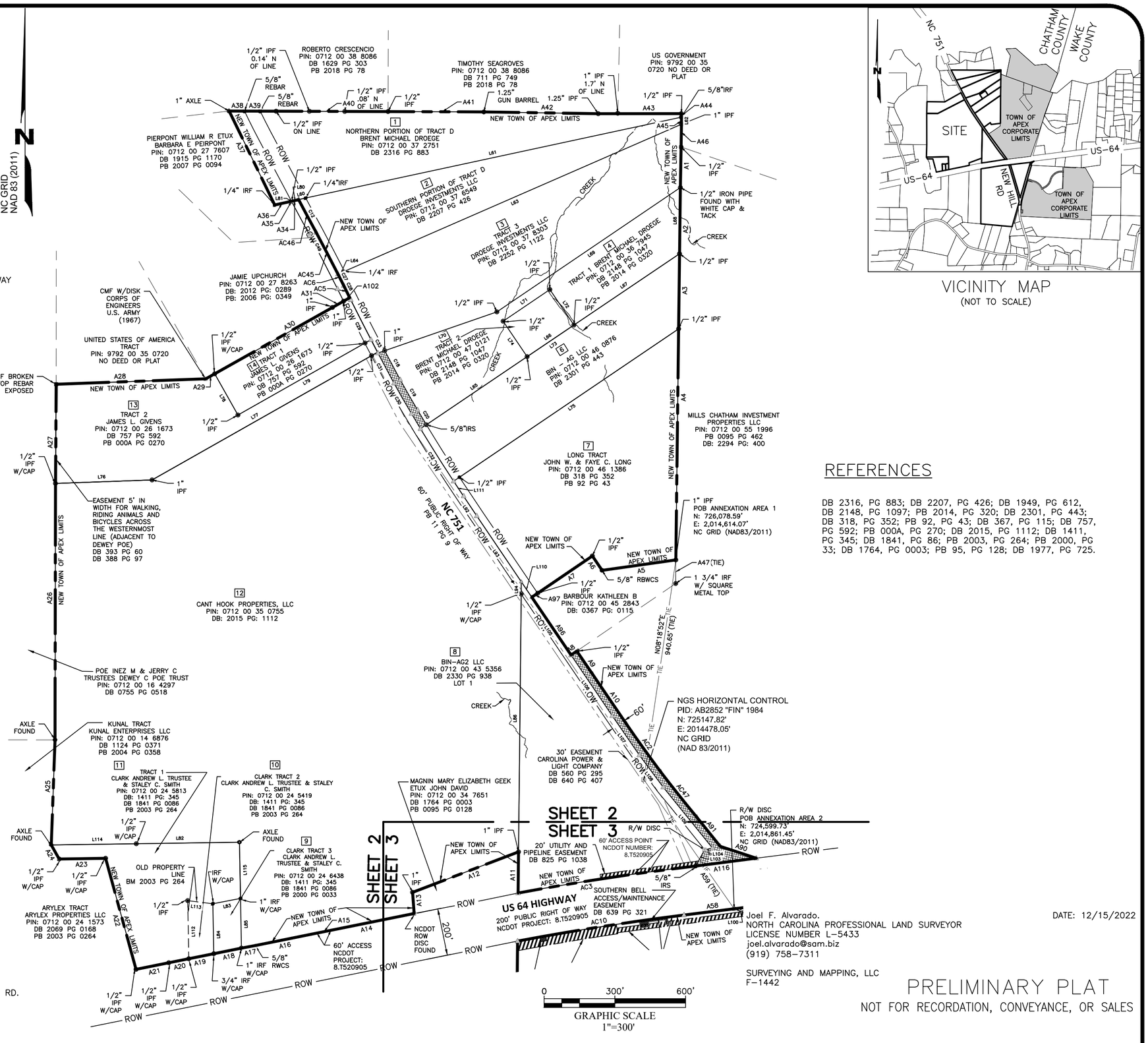
LEGEND AND ABBREVIATIONS:

PIN	PARCEL IDENTIFCATION
BK	BOOK
PG.	PAGE
Ex.	EXISTING
ESMT.	EASEMENT
SQ.FT.	SQUARE FEET
D.B.	DEED BOOK
B.M.	BOOK MAP
PG.	PAGE
AC.	ACRES
CMF	CONCRETE MONUMENT FOUND
P.O.C	POINT OF COMMENCING
P.O.B	POINT OF BEGINNING

- IRON PIPE FOUND (IPF)
- 5/8" REBAR WITH CAP SET (RBWC)
- IRON ROD FOUND (IRF)
- DISK MONUMENT FOUND (AS NOTED)
- MAG NAIL FOUND (MNF)
- AXLE FOUND
- CONCRETE MONUMENT FOUND
- WATER WELL
- FIBER OPTIC MARKER
- POWER POLE
- TELEPHONE PEDESTAL
- COMPUTED POINT

- SUBJECT PROPERTY LINE
- EASEMENT (AS NOTED)
- ADJOINER PROPERTY LINE
- ROW — ROW — EXISTING APPARENT RIGHT-OF-WAY
- TIE — TIE — TIE LINE
- CHAIN LINK FENCE
- WIRE FENCE (AS NOTED)

NC GRID NAD 83 (2011)



VICINITY MAP
(NOT TO SCALE)

REFERENCES

DB 2316, PG 883; DB 2207, PG 426; DB 1949, PG 612, DB 2148, PG 1097; PB 2014, PG 320; DB 2301, PG 443; DB 318, PG 352; PB 92, PG 43; DB 367, PG 115; DB 757, PG 592; PB 000A, PG 270; DB 2015, PG 1112; DB 1411, PG 345; DB 1841, PG 86; PB 2003, PG 264; PB 2000, PG 33; DB 1764, PG 0003; PB 95, PG 128; DB 1977, PG 725.

PARCEL AREA TABLE

1. 9.03 AC. TOTAL AREA – 0.58 AC. INSIDE THE R/W OF NC-751
2. 7.06 AC. TOTAL AREA – 0.24 AC. INSIDE THE R/W OF NC-751
3. 12.24 AC. TOTAL AREA – 0.26 AC. INSIDE THE R/W OF NC-751
4. 7.96 AC. TOTAL AREA
5. 1.00 AC. TOTAL AREA
6. 7.47 AC. TOTAL AREA – 0.18 AC. INSIDE THE R/W OF NC-751
7. 14.17 AC. TOTAL AREA – 0.41 AC. INSIDE THE R/W OF NC-751
8. 12.53 AC. TOTAL AREA – 0.93 AC. INSIDE THE R/W OF NC-751
9. 0.57 AC. TOTAL AREA
10. 0.56 AC. TOTAL AREA
11. 5.04 AC. TOTAL AREA
12. 83.69 AC. TOTAL AREA – 0.81 AC. INSIDE THE R/W OF NC-751
13. 7.42 AC. TOTAL AREA – 0.04 AC. INSIDE THE R/W OF NC-751
14. 2.99 AC. TOTAL AREA – 0.14 AC. INSIDE THE R/W OF NC-751
15. 59.68 AC. TOTAL AREA – 1.02 AC. INSIDE THE R/W OF NEW HILL RD.
16. 12.07 AC. TOTAL AREA – 2.01 AC. TOTAL AREA INSIDE R/W
    - 1.10 AC. INSIDE THE R/W OF NEW HILL OLIVE CHAPEL RD.
    - 0.91 AC. INSIDE THE R/W OF NEW HILL RD.

Joel F. Alvarado.
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-5433
joel.alvarado@sam.biz
(919) 758-7311

SURVEYING AND MAPPING, LLC
F-1442

DATE: 12/15/2022

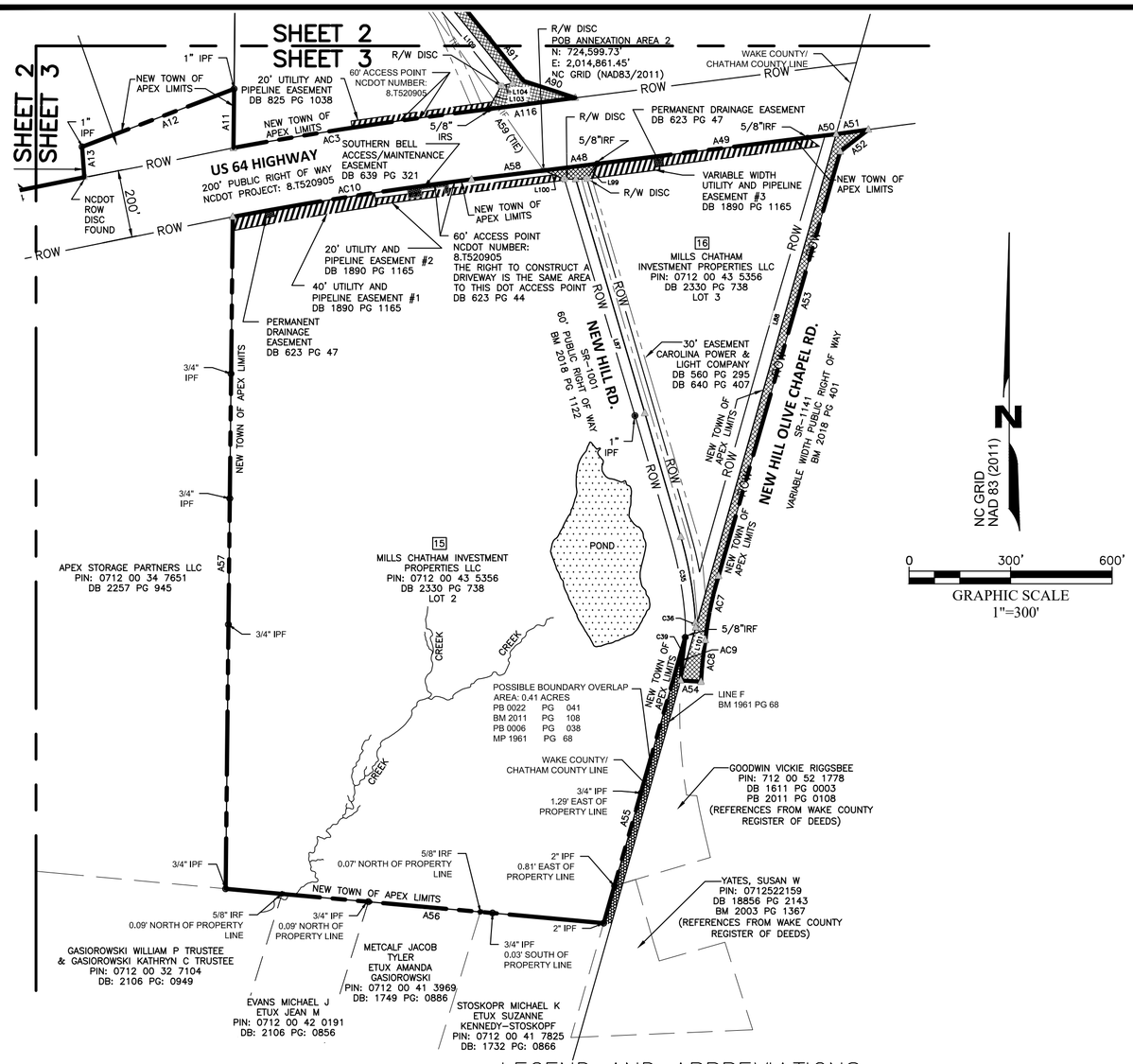
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES

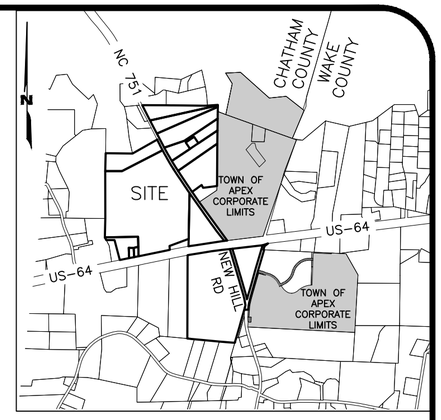
SAM™
2641-116 Sumner Blvd.
Raleigh, NC 27616
Ofc: 919.878.7466
Email: info@sam.biz

PROJECT:	BEACON PARTNERS ANNEXATION MAP PHASE 2
JOB NUMBER:	10220704045
DATE:	12/15/2022
SCALE:	1"=300
SURVEYOR:	JOEL ALVARADO
TECHNICIAN:	JONATHAN COVINGTON
DRAWING:	BEACON ANNEXATION
TRACT ID:	AS SHOWN ON PLAT

SATELLITE ANNEXATION MAP SET
FOR THE TOWN OF APEX
NEW HOPE TOWNSHIP, CHATHAM COUNTY
AND WHITE OAK TOWNSHIP, WAKE COUNTY
STATE OF NORTH CAROLINA

SHEET 2
OF 3





VICINITY MAP
(NOT TO SCALE)

ANNEXATION LINE TABLE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
A1	S01°03'08"W	171.91'
A2	S00°42'32"W	280.64'
A3	S00°43'35"W	318.70'
A4	S00°41'08"W	979.44'
A5	S81°58'20"W	315.77'
A6	N34°07'21"W	73.59'
A7	S55°47'03"W	279.92'
A8	N55°38'45"E	29.64'
A9	S34°15'32"E	117.62'
A10	S34°15'32"E	256.89'
A11	N00°36'55"E	174.32'
A12	S69°07'03"W	480.86'
A13	S04°09'52"E	90.02'
A14	S78°36'24"W	360.29'
A15	S78°36'47"W	60.00'
A16	S78°35'10"W	266.38'
A17	S79°30'47"W	60.31'
A18	S78°32'16"W	119.69'
A19	S78°35'55"W	107.94'
A20	S78°41'21"W	86.62'
A21	S78°39'54"W	141.75'
A22	N15°18'52"W	487.93'
A23	S89°09'04"W	197.08'
A24	N29°21'59"W	68.12'
A25	N02°02'09"E	445.87'
A26	N00°06'26"E	1087.05'
A27	N00°23'00"E	420.69'
A28	N87°55'54"E	635.18'
A29	N60°37'52"E	43.17'
A30	N60°36'10"E	573.18'
A31	N60°35'55"E	54.27'
A34	S77°02'02"W	30.27'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
A35	S77°37'11"W	0.79'
A36	S77°37'11"W	72.57'
A37	N25°54'27"W	442.50'
A38	S89°48'19"E	65.13'
A39	S89°48'19"E	66.65'
A40	S89°49'09"E	542.19'
A41	S89°47'11"E	406.30'
A42	S89°06'54"E	485.11'
A43	N89°57'13"E	352.30'
A44	S00°45'27"E	14.94'
A45	S00°45'27"E	30.00'
A46	S00°52'26"W	96.50'
A47	N00°25'08"E	99.99'
A48	N82°54'23"E	160.19'
A49	N82°53'07"E	625.77'
A50	N83°08'25"E	85.45'
A51	N81°57'11"E	96.16'
A52	S52°02'38"W	105.61'
A53	S15°59'17"W	1304.57'
A54	N86°24'50"W	60.00'
A55	S15°55'22"W	878.54'
A56	N84°48'37"W	1121.89'
A57	N00°36'17"E	1985.81'
A58	N82°54'12"E	214.33'
A59	S34°58'22"E	668.88'
A90	S71°52'46"E	161.00'
A91	S38°43'21"E	157.84'
A96	S34°10'03"E	296.52'
A97	S55°47'03"W	30.81'
A102	N60°35'55"E	29.81'
A116	S82°35'51"W	259.30'

ANNEXATION CURVE TABLE

CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
AC2	6270.00'	249.31'	S35°35'11"E	249.29'
AC3	11840.67'	761.68'	S81°22'04"W	761.55'
AC5	12000.00'	57.22'	N26°16'33"W	57.22'
AC6	10366.27'	54.43'	N26°51'00"W	54.43'
AC7	1031.04'	194.36'	S11°39'03"W	194.08'
AC8	1434.58'	123.29'	S06°02'53"W	123.25'
AC9	1494.58'	128.44'	N06°02'53"E	128.40'
AC10	11459.16'	714.54'	N81°06'11"E	714.43'
AC45	10367.68'	200.19'	N27°33'14"W	200.19'
AC46	18752.40'	157.14'	N28°14'53"W	157.13'
AC47	6670.00'	245.93'	S38°34'29"E	245.92'

PROPERTY LINE TABLE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L60	N77°02'02"E	30.53'
L61	N77°51'31"E	1630.04'
L62	S00°45'27"E	30.00'
L63	S66°25'40"W	1559.85'
L64	S66°25'40"W	29.52'
L65	N55°57'16"E	515.74'
L66	N55°59'27"E	239.18'
L67	N55°58'49"E	540.56'
L68	N00°42'32"E	280.64'
L69	S55°53'25"W	939.91'
L70	S70°55'12"W	503.27'
L71	N55°53'00"E	239.36'
L72	S34°03'08"E	181.93'
L73	S55°59'27"W	239.18'
L74	N34°06'37"W	181.48'
L75	S55°54'54"W	1122.10'
L76	N87°55'10"E	409.94'
L77	N60°29'08"E	1069.54'
L78	N29°25'20"W	200.65'
L79	S60°28'06"W	619.45'
L80	S77°02'02"W	30.27'
L81	S77°37'11"W	0.79'
L82	N89°08'49"E	437.30'
L83	S79°05'40"W	119.63'
L84	S01°04'12"E	211.89'
L85	S01°01'47"E	210.74'
L86	N00°35'44"E	1092.92'
L87	N16°27'27"W	721.12'
L88	S15°53'07"W	1515.68'
L92	N33°49'46"W	101.71'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L93	N34°05'41"W	336.89'
L94	N00°12'32"E	52.71'
L99	N34°43'39"E	54.34'
L100	S67°21'28"E	67.03'
L101	S15°53'07"W	162.92'
L103	S29°01'41"W	79.03'
L104	S77°40'11"W	33.66'
L105	S34°10'03"E	687.19'
L106	S34°10'03"E	687.19'
L107	S34°32'27"E	202.20'
L108	S36°43'39"E	169.90'
L109	S38°57'16"E	331.72'
L110	N34°10'03"W	79.53'
L111	N33°44'48"W	176.54'
L112	S01°04'43"E	246.31'
L113	N83°00'12"W	107.29'
L114	N89°08'38"E	360.66'
L115	S01°08'04"E	238.33'

PROPERTY CURVE TABLE

CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C12	18752.40'	157.14'	N28°14'53"W	157.13'
C18	10752.26'	139.82'	S28°00'24"E	139.81'
C19	3970.00'	147.51'	S29°57'16"E	147.50'
C20	6378.08'	73.04'	S30°48'44"E	73.04'
C27	10366.27'	54.43'	N26°51'00"W	54.43'
C28	12000.00'	67.36'	S26°18'00"E	67.36'
C29	12000.00'	253.34'	S27°03'56"E	253.34'
C30	4000.00'	148.63'	N29°57'09"W	148.62'
C31	12000.00'	148.46'	N28°00'23"W	148.46'
C32	6853.72'	412.72'	N32°13'18"W	412.66'
C33	12000.00'	60.28'	N27°30'29"W	60.28'
C35	1140.03'	257.81'	N09°45'10"W	257.26'
C36	1140.03'	14.40'	N02°54'44"W	14.40'
C39	1494.58'	128.44'	S06°02'53"W	128.40'
C49	10366.27'	200.19'	N27°33'13"W	200.19'

PARCEL AREA TABLE

1 9.03 AC. TOTAL AREA – 0.58 AC. INSIDE THE R/W OF NC-751
2 7.06 AC. TOTAL AREA – 0.24 AC. INSIDE THE R/W OF NC-751
3 12.24 AC. TOTAL AREA – 0.26 AC. INSIDE THE R/W OF NC-751
4 7.96 AC. TOTAL AREA
5 1.00 AC. TOTAL AREA
6 7.47 AC. TOTAL AREA – 0.18 AC. INSIDE THE R/W OF NC-751
7 14.17 AC. TOTAL AREA – 0.41 AC. INSIDE THE R/W OF NC-751
8 12.53 AC. TOTAL AREA – 0.93 AC. INSIDE THE R/W OF NC-751
9 0.57 AC. TOTAL AREA
10 0.56 AC. TOTAL AREA
11 5.04 AC. TOTAL AREA
12 83.69 AC. TOTAL AREA – 0.81 AC. INSIDE THE R/W OF NC-751
13 7.42 AC. TOTAL AREA – 0.04 AC. INSIDE THE R/W OF NC-751
14 2.99 AC. TOTAL AREA – 0.14 AC. INSIDE THE R/W OF NC-751
15 59.68 AC. TOTAL AREA – 1.02 AC. INSIDE THE R/W OF NEW HILL RD.
16 12.07 AC. TOTAL AREA – 2.01 AC. TOTAL AREA INSIDE R/W
– 1.10 AC. INSIDE THE R/W OF NEW HILL OLIVE CHAPEL RD.
– 0.91 AC. INSIDE THE R/W OF NEW HILL RD.

LEGEND AND ABBREVIATIONS:

PIN	PARCEL IDENTIFCATION
BK	BOOK
PG.	PAGE
Ex.	EXISTING
ESMT.	EASEMENT
SQ.FT.	SQUARE FEET
D.B.	DEED BOOK
B.M.	BOOK MAP
PG.	PAGE
AC.	ACRES
CMF	CONCRETE MONUMENT FOUND
P.O.C	POINT OF COMMENCING
P.O.B	POINT OF BEGINNING

- IRON PIPE FOUND (IPF)
- 5/8" REBAR WITH CAP SET (RBWC)
- IRON ROD FOUND (IRF)
- DISK MONUMENT FOUND (AS NOTED)
- MAG NAIL FOUND (MNF)
- AXLE FOUND
- CONCRETE MONUMENT FOUND
- WATER WELL
- FIBER OPTIC MARKER
- POWER POLE
- TELEPHONE PEDESTAL
- COMPUTED POINT

- SUBJECT PROPERTY LINE
- EASEMENT (AS NOTED)
- ADJOINER PROPERTY LINE
- ROW — ROW — EXISTING APPARENT RIGHT-OF-WAY
- TIE — TIE — TIE LINE
- CHAIN LINK FENCE
- WIRE FENCE (AS NOTED)

REFERENCES

DB 2316, PG 883; DB 2207, PG 426; DB 1949, PG 612, DB 2148, PG 1097; PB 2014, PG 320; DB 2301, PG 443; DB 318, PG 352; PB 92, PG 43; DB 367, PG 115; DB 757, PG 592; PB 000A, PG 270; DB 2015, PG 1112; DB 1411, PG 345; DB 1841, PG 86; PB 2003, PG 264; PB 2000, PG 33; DB 1764, PG 0003; PB 95, PG 128; DB 1977, PG 725.

Joel F. Alvarado.
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LICENSE NUMBER L-5433
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F-1442

DATE: 12/15/2022

PRELIMINARY PLAT

NOT FOR RECORDATION, CONVEYANCE, OR SALES

2641-116 Sumner Blvd.
Raleigh, NC 27616
Ofc: 919.878.7466
Email: info@sam.biz

PROJECT:	BEACON PARTNERS ANNEXATION MAP PHASE 2
JOB NUMBER:	10220704045
DATE:	12/15/2022
SCALE:	1"=300
SURVEYOR:	JOEL ALVARADO
TECHNICIAN:	JONATHAN COVINGTON
DRAWING:	BEACON ANNEXATION
TRACT ID:	AS SHOWN ON PLAT

SATELLITE ANNEXATION MAP SET
FOR THE TOWN OF APEX

NEW HOPE TOWNSHIP, CHATHAM COUNTY
AND WHITE OAK TOWNSHIP, WAKE COUNTY
STATE OF NORTH CAROLINA

SHEET 3
OF 3

SURVEY NOTES:

1. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND AND EXPRESSED IN FEET AND HUNDRETH OF FEET.
2. AREA CALCULATED BY COORDINATE GEOMETRY.
3. ZONING: R-1, PORTIONS OF TRACT 12 ARE ZONED: CU-OI, AND PORTIONS OF TRACT 7 ARE ZONED: CU-IND-L.
   ZONING SOURCE: https://chathamncgis.maps.arcgis.com/
4. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
5. ADJOINER'S INFORMATION OBTAINED FROM WAKE COUNTY AND CHATHAM COUNTY GIS WEBSITE.
6. EXCEPT AS SHOWN, THERE ARE NO OTHER VISIBLE OR RECORDED EASEMENTS OR RIGHTS OF WAY ACROSS THE SURVEYED PROPERTY THAT HAVE BEEN PROVIDED TO THE SURVEYOR.
7. ALL PROPOSED PARCEL AREAS MATHEMATICALLY CLOSE GREATER THAN 1:10,000.
8. ROADS, STREETS AND HIGHWAYS SHOWN HEREIN SHOW EVIDENCE OF BEING COMPLETED, DEDICATED AND ACCEPTED FOR PUBLIC MAINTENANCE.
9. COUNTY LINE FOR WAKE COUNTY AND CHATHAM COUNTY BASED ON COUNTY MONUMENTS ESTABLISHED IN A SURVEY IN 1960, PER MAP BOOK 1961 PAGE 68 RECORDED IN THE WAKE COUNTY AND PLAT BOOK 8 PAGE 87 IN CHATHAM COUNTY, COORDINATES FOR MONUMENTS ARE AS FOLLOW:
   COUNTY MONUMENT 1 N:735842.33' E:2018895.02'
   COUNTY MONUMENT 2 N:717807.64' E:2013762.72'
10. THE ANNEXATION BOUNDARY EXTENTS IN SOME INSTANCES ARE OUTSIDE THE MAIN PROPERTY LINE TO INCLUDE THE ENTIRE WIDTH OF NEW HILL OLIVE CHAPEL RD RIGHT OF WAY AND TO AVOID ANY CORPORATE GAPS ALONG NC-751. A PROPERTY LINE TABLE AND A ANNEXATION LINE TABLE WERE GENERATED TO AID IN THE DISTINCTION BETWEEN THE AREA TO BE ANNEXED AND THE SURVEYED PROPERTIES. IN ADDITION, THESE AREAS ARE HATCHED IN A TILE PATTERN.

OWNERS INFORMATION

1. NORTHERN PORTION OF TRACT D: BRENT MICHAEL DROEGE:
   ADDRESS: 696 NC HWY 751 APEX, NC 27523
2. SOUTHERN PORTION OF TRACT D: DROEGE INVESTMENTS LLC
   ADDRESS: 610 NC HWY 751 APEX, NC 27523
3. TRACT 3: DROEGE INVESTMENTS LLC
   ADDRESS: 546 NC HWY 751 APEX, NC 27523
4. TRACT 1: BRENT MICHAEL DROEGE
   ADDRESS 482 NC HWY 751 APEX, NC 27523
5. TRACT 2: BRENT MICHAEL DROEGE
   ADDRESS: 472 NC HWY 751 APEX, NC 2523
6. BIN-AG LLC
   ADDRESS: 450 NC HWY 751 APEX NC, 27523
7. LONG TRACT: JOHN W. & FAYE C. LONG
   ADDRESS: 314 NC HWY 751 APEX, NC 27523
8. LOT 1: BIN-AG2 LLC
   ADDRESS: 13406 US 64 E APEX, NC 27523
9. CLARK TRACT 3: CLARK ANDREW L. TRUSTEE & STALEY C. SMITH
   ADDRESS: US 64 E APEX, NC 27523
10. CLARK TRACT 2: CLARK ANDREW L. TRUSTEE & STALEY C. SMITH
    ADDRESS: US 64 E APEX, NC 27523
11. CLARK TRACT 1: CLARK ANDREW L. TRUSTEE & STALEY C. SMITH
    ADDRESS: US 64 E APEX, NC 27523
12. TRACT 1, 2 & 3: CANT HOOK PROPERTIES LLC
    ADDRESS: NC HWY 751 APEX, NC 27523
13. TRACT 2: JAMES L. GIVENS
    ADDRESS: 527 NC HWY 751 APEX, NC 27523
14. TRACT 1: JAMES L. GIVENS
    ADDRESS: 527 NC HWY 751 APEX, NC 27523
15. LOT 2: MILLS CHATHAM INVESTMENT PROPERTIES LLC
    ADDRESS: 13406 US 64 EAST APEX, NC 27523
16. LOT 3: MILLS CHATHAM INVESTMENT PROPERTIES LLC
    ADDRESS: 13406 US 64 EAST APEX, NC 27523

ANNEXATION AREA TABLE

TOTAL AREA ANNEXED: 244.87 AC.

TOTAL AREA ANNEXED WITHIN THE R/W: 8.98 AC.

PARCEL AREA TABLE

1	9.03 AC. TOTAL AREA – 0.58 AC. INSIDE THE R/W OF NC-751
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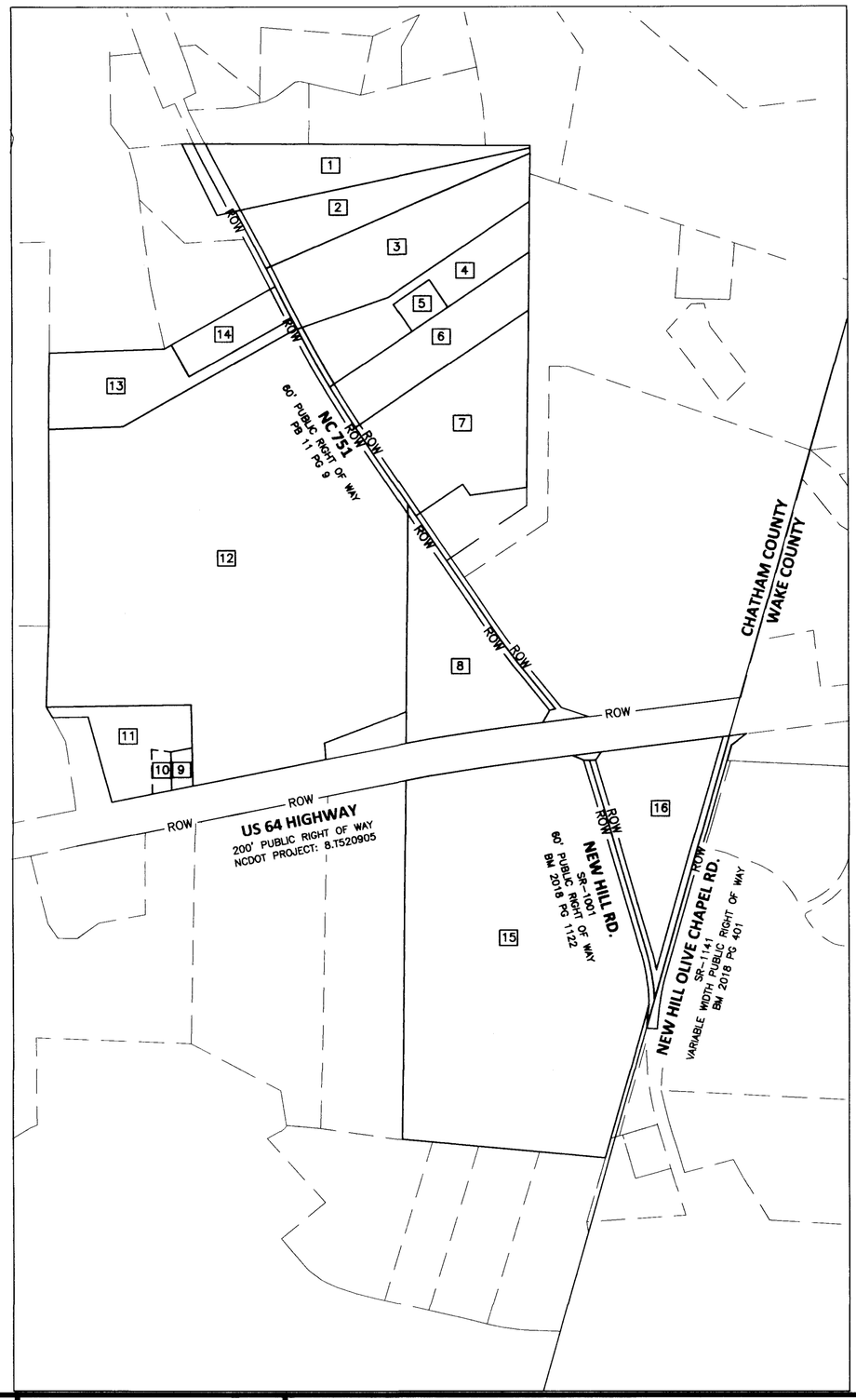
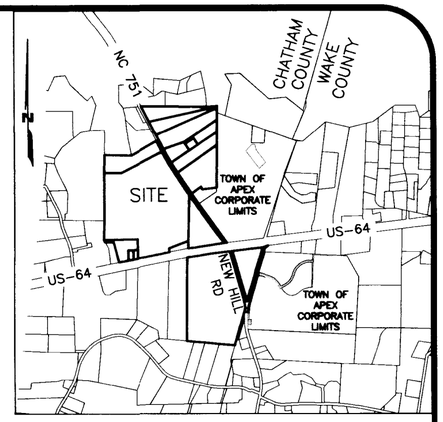
16	12.07 AC. TOTAL AREA – 2.01 AC. TOTAL AREA INSIDE R/W – 1.10 AC. INSIDE THE R/W OF NEW HILL OLIVE CHAPEL RD. – 0.91 AC. INSIDE THE R/W OF NEW HILL RD.

ANNEXATION SITE MAP
NOT TO SCALE





VICINITY MAP
(NOT TO SCALE)

Annexation # _____

I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex,

_____
Day/Month/Year

_____
Allen Coleman, CMC, NCCCC, Town Clerk

SHEET LAYOUT

SHEET 1: SITE MAP, NOTES, AND CERTIFICATIONS
SHEET 2: ANNEXATION BOUNDARY
SHEET 3: ANNEXATION BOUNDARY, LINE AND CURVE TABLES

CERTIFICATION:

THIS PLAT WAS PREPARED FOR RECORDING IN ACCORDANCE WITH GS 47-30, AS AMENDED

GS 47-30 F(11)C(1). THAT THE 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.

I, JOEL F. ALVARADO, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOW AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 OR GREATER; THAT THIS SURVEY WAS PERFORMED USING GNSS AND CONVENTIONAL SURVEY, THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.10FT + 50PPM
TYPE OF GPS FIELD PROCEDURE: VRS RTK
DATES OF SURVEY: APRIL-OCTOBER 2022
DATUM/EPOCH: NAD 83 (2011)
PUBLISHED/FIXED-CONTROL USE: DURH, NCRD AND SNFD CORS ARP
GEOID MODEL: 18
UNITS: US SURVEY FEET
COMBINED GRID FACTOR: 0.999898255

Joel F. Alvarado.
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NORTH CAROLINA PROFESSIONAL SEAL L-5433 LAND SURVEYOR JOEL F. ALVARADO

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SATELLITE ANNEXATION MAP SET
FOR THE TOWN OF APEX
NEW HOPE TOWNSHIP, CHATHAM COUNTY
AND WHITE OAK TOWNSHIP, WAKE COUNTY
STATE OF NORTH CAROLINA

SHEET 1
OF 3

LEGEND AND ABBREVIATIONS:

PIN	PARCEL IDENTIFCATION
BK	BOOK
PG.	PAGE
Ex.	EXISTING
ESMT.	EASEMENT
SQ.FT.	SQUARE FEET
D.B.	DEED BOOK
B.M.	BOOK MAP
PG.	PAGE
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CMF	CONCRETE MONUMENT FOUND
P.O.C	POINT OF COMMENCING
P.O.B	POINT OF BEGINNING

- IRON PIPE FOUND (IPF)
- 5/8" REBAR WITH CAP SET (RBWC)
- IRON ROD FOUND (IRF)
- DISK MONUMENT FOUND (AS NOTED)
- MAG NAIL FOUND (MNF)
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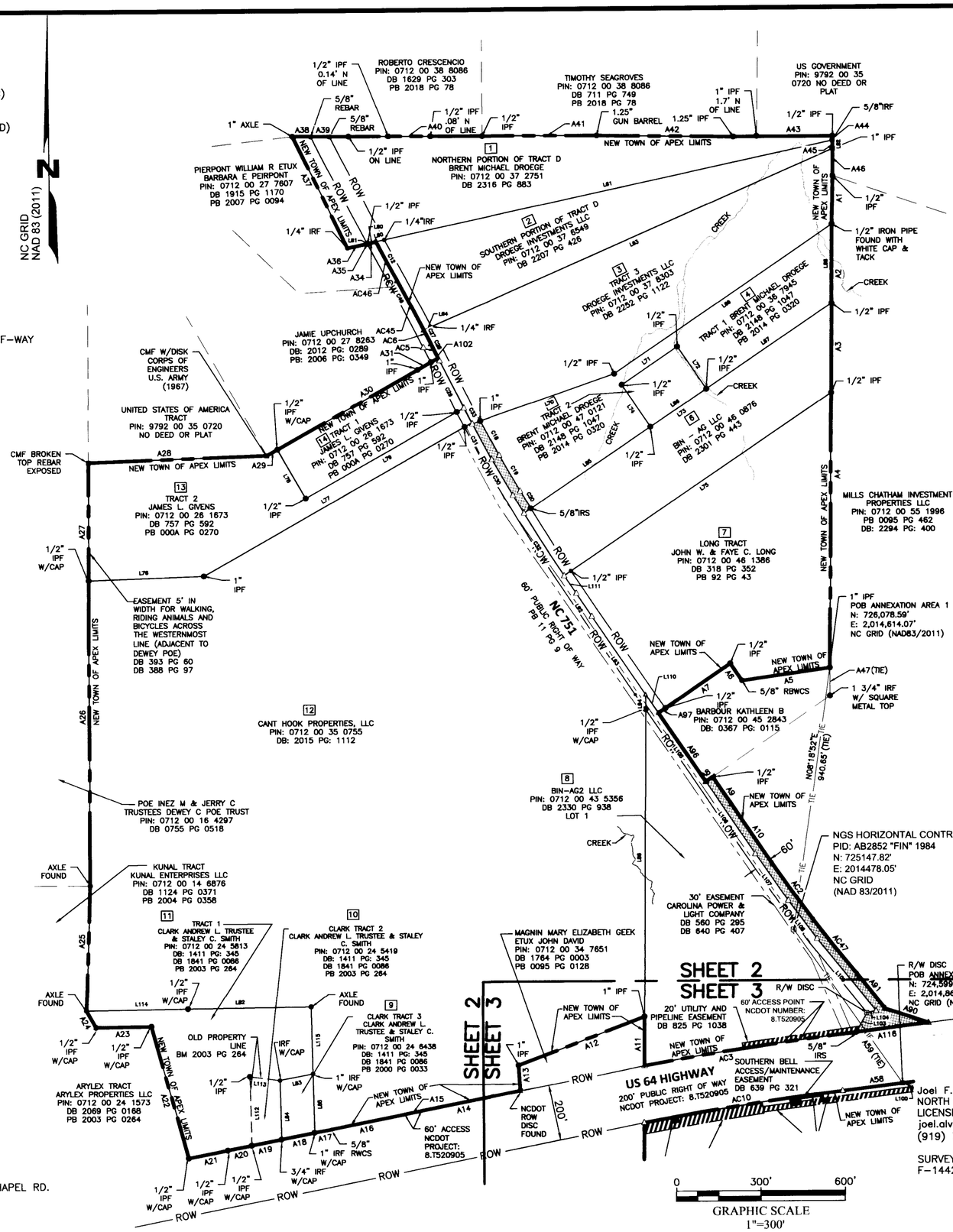
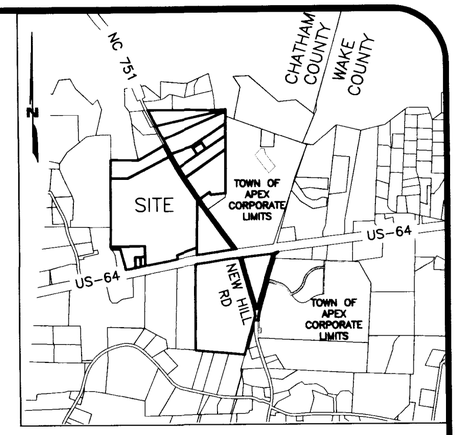
- SUBJECT PROPERTY LINE
- EASEMENT (AS NOTED)
- ADJOINER PROPERTY LINE
- EXISTING APPARENT RIGHT-OF-WAY
- TIE LINE
- CHAIN LINK FENCE
- WIRE FENCE (AS NOTED)

NC GRID NAD 83 (2011)





VICINITY MAP
(NOT TO SCALE)

REFERENCES

DB 2316, PG 883; DB 2207, PG 426; DB 1949, PG 612, DB 2148, PG 1097; PB 2014, PG 320; DB 2301, PG 443; DB 318, PG 352; PB 92, PG 43; DB 367, PG 115; DB 757, PG 592; PB 000A, PG 270; DB 2015, PG 1112; DB 1411, PG 345; DB 1841, PG 86; PB 2003, PG 264; PB 2000, PG 33; DB 1764, PG 0003; PB 95, PG 128; DB 1977, PG 725.

PARCEL AREA TABLE

1 9.03 AC. TOTAL AREA – 0.58 AC. INSIDE THE R/W OF NC-751
2 7.06 AC. TOTAL AREA – 0.24 AC. INSIDE THE R/W OF NC-751
3 12.24 AC. TOTAL AREA – 0.26 AC. INSIDE THE R/W OF NC-751
4 7.96 AC. TOTAL AREA
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6 7.47 AC. TOTAL AREA – 0.18 AC. INSIDE THE R/W OF NC-751
7 14.17 AC. TOTAL AREA – 0.41 AC. INSIDE THE R/W OF NC-751
8 12.53 AC. TOTAL AREA – 0.93 AC. INSIDE THE R/W OF NC-751
9 0.57 AC. TOTAL AREA
10 0.56 AC. TOTAL AREA
11 5.04 AC. TOTAL AREA
12 83.69 AC. TOTAL AREA – 0.81 AC. INSIDE THE R/W OF NC-751
13 7.42 AC. TOTAL AREA – 0.04 AC. INSIDE THE R/W OF NC-751
14 2.99 AC. TOTAL AREA – 0.14 AC. INSIDE THE R/W OF NC-751
15 59.68 AC. TOTAL AREA – 1.02 AC. INSIDE THE R/W OF NEW HILL RD.
16 12.07 AC. TOTAL AREA – 2.01 AC. TOTAL AREA INSIDE R/W
– 1.10 AC. INSIDE THE R/W OF NEW HILL OLIVE CHAPEL RD.
– 0.91 AC. INSIDE THE R/W OF NEW HILL RD.

Joel F. Alvarado.
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-5433
joel.alvarado@sam.biz
(919) 758-7311

SURVEYING AND MAPPING, LLC
F-1442

DATE: 12/28/2022

NORTH CAROLINA PROFESSIONAL SEAL L-5433 LAND SURVEYOR JOEL F. ALVARADO

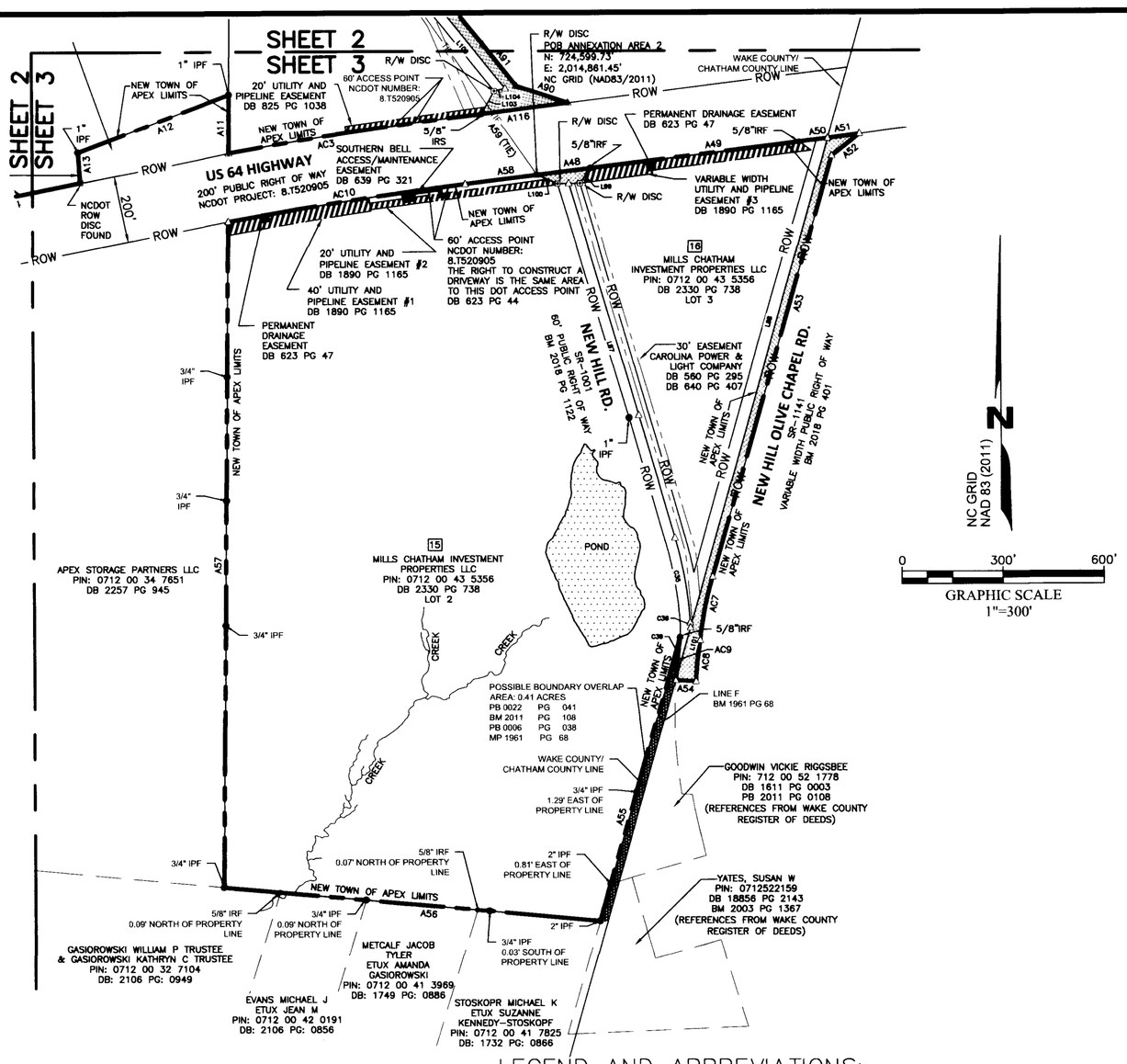
SAM™

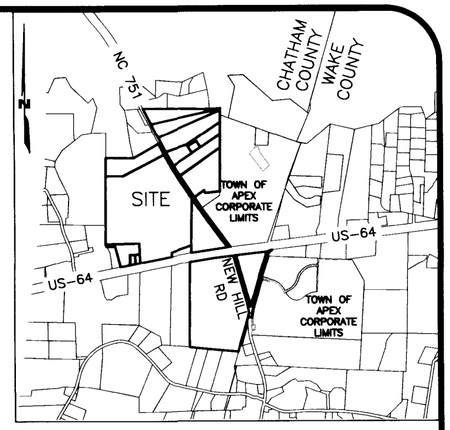
2641-116 Sumner Blvd.
Raleigh, NC 27616
Ofc: 919.878.7466
Email: info@sam.biz

PROJECT:	BEACON PARTNERS ANNEXATION MAP PHASE 2
JOB NUMBER:	10220704045
DATE:	12/28/2022
SCALE:	1"=300
SURVEYOR:	JOEL ALVARADO
TECHNICIAN:	JONATHAN COVINGTON
DRAWING:	BEACON ANNEXATION
TRACT ID:	AS SHOWN ON PLAT

SATELLITE ANNEXATION MAP SET
FOR THE TOWN OF APEX
NEW HOPE TOWNSHIP, CHATHAM COUNTY
AND WHITE OAK TOWNSHIP, WAKE COUNTY
STATE OF NORTH CAROLINA

SHEET 2
OF 3





VICINITY MAP
(NOT TO SCALE)

ANNEXATION LINE TABLE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
A1	S01°03'08"W	171.91'
A2	S00°42'32"W	280.64'
A3	S00°43'35"W	318.70'
A4	S00°41'08"W	979.44'
A5	S81°58'20"W	315.77'
A6	N34°07'21"W	73.59'
A7	S55°47'03"W	279.92'
A8	N55°38'45"E	29.64'
A9	S34°15'32"E	117.62'
A10	S34°15'32"E	256.89'
A11	N00°36'55"E	174.32'
A12	S69°07'03"W	480.86'
A13	S04°09'52"E	90.02'
A14	S78°36'24"W	380.29'
A15	S78°36'47"W	60.00'
A16	S78°35'10"W	266.38'
A17	S79°30'47"W	60.31'
A18	S78°32'16"W	119.69'
A19	S78°35'55"W	107.94'
A20	S78°41'21"W	86.62'
A21	S78°39'54"W	141.75'
A22	N15°18'52"W	487.93'
A23	S89°09'04"W	197.08'
A24	N29°21'59"W	68.12'
A25	N02°02'09"E	445.87'
A26	N00°06'26"E	1087.05'
A27	N00°23'00"E	420.69'
A28	N87°55'54"E	635.18'
A29	N60°37'52"E	43.17'
A30	N60°36'10"E	573.18'
A31	N60°35'55"E	54.27'
A34	S77°02'02"W	30.27'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
A35	S77°37'11"W	0.79'
A36	S77°37'11"W	72.57'
A37	N25°54'27"W	442.50'
A38	S89°48'19"E	65.13'
A39	S89°48'19"E	66.65'
A40	S89°49'09"E	542.19'
A41	S89°47'11"E	406.30'
A42	S89°06'54"E	485.11'
A43	N89°57'13"E	352.30'
A44	S00°45'27"E	14.94'
A45	S00°45'27"E	30.00'
A46	S00°52'26"W	96.50'
A47	N00°25'08"E	99.99'
A48	N82°54'23"E	160.19'
A49	N82°53'07"E	625.77'
A50	N83°08'25"E	85.45'
A51	N81°57'11"E	96.16'
A52	S52°02'38"W	105.61'
A53	S15°59'17"W	1304.57'
A54	N86°24'50"W	60.00'
A55	S15°55'22"W	878.54'
A56	N84°48'37"W	1121.89'
A57	N00°36'17"E	1985.81'
A58	N82°54'12"E	214.33'
A59	S34°58'22"E	668.88'
A90	S71°52'46"E	161.00'
A91	S38°43'21"E	157.84'
A96	S34°10'03"E	296.52'
A97	S55°47'03"W	30.81'
A102	N60°35'55"E	29.81'
A116	S82°35'51"W	259.30'

ANNEXATION CURVE TABLE

CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
AC2	6270.00'	249.31'	S35°35'11"E	249.29'
AC3	11840.67'	761.68'	S81°22'04"W	761.55'
AC5	12000.00'	57.22'	N26°16'33"W	57.22'
AC6	10366.27'	54.43'	N26°51'00"W	54.43'
AC7	1031.04'	194.36'	S11°39'03"W	194.08'
AC8	1434.58'	123.29'	S06°02'53"W	123.25'
AC9	1494.58'	128.44'	N06°02'53"E	128.40'
AC10	11459.16'	714.54'	N81°06'11"E	714.43'
AC45	10367.68'	200.19'	N27°33'14"W	200.19'
AC46	18752.40'	157.14'	N28°14'53"W	157.13'
AC47	6670.00'	245.93'	S38°34'29"E	245.92'

PROPERTY LINE TABLE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L60	N77°02'02"E	30.53'
L61	N77°51'31"E	1630.04'
L62	S00°45'27"E	30.00'
L63	S66°25'40"W	1559.85'
L64	S66°25'40"W	29.52'
L65	N55°57'16"E	515.74'
L66	N55°59'27"E	239.18'
L67	N55°58'49"E	540.56'
L68	N00°42'32"E	280.64'
L69	S55°53'25"W	939.91'
L70	S70°55'12"W	503.27'
L71	N55°53'00"E	239.36'
L72	S34°03'08"E	181.93'
L73	S55°59'27"W	239.18'
L74	N34°06'37"W	181.48'
L75	S55°54'54"W	1122.10'
L76	N87°55'10"E	409.94'
L77	N60°29'08"E	1069.54'
L78	N29°25'20"W	200.65'
L79	S60°28'06"W	619.45'
L80	S77°02'02"W	30.27'
L81	S77°37'11"W	0.79'
L82	N89°08'49"E	437.30'
L83	S79°05'40"W	119.63'
L84	S01°04'12"E	211.89'
L85	S01°01'47"E	210.74'
L86	N00°35'44"E	1092.92'
L87	N16°27'27"W	721.12'
L88	S15°53'07"W	1515.68'
L92	N33°49'46"W	101.71'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L93	N34°05'41"W	336.89'
L94	N00°12'32"E	52.71'
L99	N34°43'39"E	54.34'
L100	S67°21'28"E	67.03'
L101	S15°53'07"W	162.92'
L103	S29°01'41"W	79.03'
L104	S77°40'11"W	33.66'
L105	S34°10'03"E	687.19'
L106	S34°10'03"E	687.19'
L107	S34°32'27"E	202.20'
L108	S36°43'39"E	169.90'
L109	S38°57'16"E	331.72'
L110	N34°10'03"W	79.53'
L111	N33°44'48"W	176.54'
L112	S01°04'43"E	246.31'
L113	N83°00'12"W	107.29'
L114	N89°08'38"E	360.66'
L115	S01°08'04"E	238.33'

PROPERTY CURVE TABLE

CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C12	18752.40'	157.14'	N28°14'53"W	157.13'
C18	10752.26'	139.82'	S28°00'24"E	139.81'
C19	3970.00'	147.51'	S29°57'16"E	147.50'
C20	6378.08'	73.04'	S30°48'44"E	73.04'
C27	10366.27'	54.43'	N26°51'00"W	54.43'
C28	12000.00'	67.36'	S26°18'00"E	67.36'
C29	12000.00'	253.34'	S27°03'56"E	253.34'
C30	4000.00'	148.63'	N29°57'09"W	148.62'
C31	12000.00'	148.46'	N28°00'23"W	148.46'
C32	6853.72'	412.72'	N32°13'18"W	412.66'
C33	12000.00'	60.28'	N27°30'29"W	60.28'
C35	1140.03'	257.81'	N09°45'10"W	257.26'
C36	1140.03'	14.40'	N02°54'44"W	14.40'
C39	1494.58'	128.44'	S06°02'53"W	128.40'
C49	10366.27'	200.19'	N27°33'13"W	200.19'

PARCEL AREA TABLE

1 9.03 AC. TOTAL AREA – 0.58 AC. INSIDE THE R/W OF NC-751
2 7.06 AC. TOTAL AREA – 0.24 AC. INSIDE THE R/W OF NC-751
3 12.24 AC. TOTAL AREA – 0.26 AC. INSIDE THE R/W OF NC-751
4 7.96 AC. TOTAL AREA
5 1.00 AC. TOTAL AREA
6 7.47 AC. TOTAL AREA – 0.18 AC. INSIDE THE R/W OF NC-751
7 14.17 AC. TOTAL AREA – 0.41 AC. INSIDE THE R/W OF NC-751
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11 5.04 AC. TOTAL AREA
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14 2.99 AC. TOTAL AREA – 0.14 AC. INSIDE THE R/W OF NC-751
15 59.68 AC. TOTAL AREA – 1.02 AC. INSIDE THE R/W OF NEW HILL RD.
16 12.07 AC. TOTAL AREA – 2.01 AC. TOTAL AREA INSIDE R/W
– 1.10 AC. INSIDE THE R/W OF NEW HILL OLIVE CHAPEL RD.
– 0.91 AC. INSIDE THE R/W OF NEW HILL RD.

LEGEND AND ABBREVIATIONS:

PIN	PARCEL IDENTIFCATION
BK	BOOK
PG.	PAGE
Ex.	EXISTING
ESMT.	EASEMENT
SQ.FT.	SQUARE FEET
D.B.	DEED BOOK
B.M.	BOOK MAP
PG.	PAGE
AC.	ACRES
CMF	CONCRETE MONUMENT FOUND
P.O.C	POINT OF COMMENCING
P.O.B	POINT OF BEGINNING

- IRON PIPE FOUND (IPF)
- 5/8" REBAR WITH CAP SET (RBWC)
- IRON ROD FOUND (IRF)
- DISK MONUMENT FOUND (AS NOTED)
- MON MAG NAIL FOUND (MNF)
- AXLE FOUND
- CONCRETE MONUMENT FOUND
- WATER WELL
- FIBER OPTIC MARKER
- POWER POLE
- TELEPHONE PEDESTAL
- COMPUTED POINT

- SUBJECT PROPERTY LINE
- EASEMENT (AS NOTED)
- ADJOINER PROPERTY LINE
- ROW — ROW — EXISTING APPARENT RIGHT-OF-WAY
- TIE — TIE — TIE LINE
- CHAIN LINK FENCE
- WIRE FENCE (AS NOTED)

REFERENCES

DB 2316, PG 883; DB 2207, PG 426; DB 1949, PG 612, DB 2148, PG 1097; PB 2014, PG 320; DB 2301, PG 443; DB 318, PG 352; PB 92, PG 43; DB 367, PG 115; DB 757, PG 592; PB 000A, PG 270; DB 2015, PG 1112; DB 1411, PG 345; DB 1841, PG 86; PB 2003, PG 264; PB 2000, PG 33; DB 1764, PG 0003; PB 95, PG 128; DB 1977, PG 725.

Joel F. Alvarado.
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-5433
joel.alvarado@sam.biz
(919) 758-7311

SURVEYING AND MAPPING, LLC
F-1442

DATE: 12/28/2022

NORTH CAROLINA PROFESSIONAL SEAL L-5433 LAND SURVEYOR JOEL F. ALVARADO

SAM™

2641-116 Sumner Blvd.
Raleigh, NC 27616
Ofc: 919.878.7466
Email: info@sam.biz

PROJECT:	BEACON PARTNERS ANNEXATION MAP PHASE 2
JOB NUMBER:	10220704045
DATE:	12/28/2022
SCALE:	1"=300
SURVEYOR:	JOEL ALVARADO
TECHNICIAN:	JONATHAN COVINGTON
DRAWING:	BEACON ANNEXATION
TRACT ID:	AS SHOWN ON PLAT

SATELLITE ANNEXATION MAP SET
FOR THE TOWN OF APEX

NEW HOPE TOWNSHIP, CHATHAM COUNTY
AND WHITE OAK TOWNSHIP, WAKE COUNTY
STATE OF NORTH CAROLINA

SHEET 3
OF 3

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____ Submittal Date: _____

Fee Paid $ _____ Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☑ Wake County, ☑ Chatham County, North Carolina.
2. The area to be annexed is ☐ contiguous, ■ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

See attached.

Owner Name (Please Print) | Property PIN or Deed Book & Page #

Phone | E-mail Address

Owner Name (Please Print) | Property PIN or Deed Book & Page #

Phone | E-mail Address

Owner Name (Please Print) | Property PIN or Deed Book & Page #

Phone | E-mail Address

SURVEYOR INFORMATION

Surveyor: Surveying and Mapping, LLC (Joel F. Alvarado)

Phone: 919-758-7311 Fax: _____

E-mail Address: joel.alvarado@sam.biz

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	244.87	Need water service due to well failure	☐
Population of acreage to be annexed:		Need sewer service due to septic system failure	☐
Existing # of housing units:	9	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	LI-CZ	Receive Town Services	☐

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Department of Planning and Community Development with questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, CANT Hook Properties, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 4th day of January, 2023

Name of Limited Liability Company CANT Hook Properties, LLC

By: Kathleen B. Butler
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Thomas F. Colhoun, a Notary Public for the above State and County, this the 4 day of January, 2023.

Thomas F. Colhoun
Notary Public

SEAL

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC

My Commission Expires: 10/25/2025

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

James L Givens
Please Print

James L Givens
Signature

_____
Please Print

_____
Signature

_____
Please Print

_____
Signature

_____
Please Print

_____
Signature

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ AVERY

Sworn and subscribed before me, DAVID P. BIXBY, a Notary Public for the above State and County, this the 7TH day of, NOVEMBER, 2022.

SEAL

David P. Bixby
Notary Public
Avery County
North Carolina
My Commission Expires 9/13/2027

_____
Notary Public

My Commission Expires: 9/13/2027

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____ day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

CHATHAM COUNTY PARCELS 76475, 17886, 68507

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

STALEY C SMITH	Staley C. Smith
Please Print	Signature
_____	_____
Please Print	Signature
_____	_____
Please Print	Signature
_____	_____
Please Print	Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Thomas F. Colhoun, a Notary Public for the above State and County, this the 31 day of, October, 2022.

Thomas F. Colhoun
Notary Public

SEAL

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC

My Commission Expires: 10/25/2025

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

CHATHAM COUNTY PARCELS 76475, 17886, 68507

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

ANDREW L. CLARK — A. Clark

Please Print / Signature

_____ / _____

Please Print / Signature

_____ / _____

Please Print / Signature

_____ / _____

Please Print / Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Thomas F. Colhoun, a Notary Public for the above State and County, this the 31 day of, October, 2022.

Thomas F Colhoun
Notary Public

SEAL

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC

My Commission Expires: 10/25/2025

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, BIN-AG2 LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 31 day of October, 20 22.

Name of Limited Liability Company BIN-AG2 LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ MECKLENBURG

Sworn and subscribed before me, MEREDITH E SWANZY, a Notary Public for the above State and County, this the 31st day of OCTOBER, 2022.

_____
Notary Public

SEAL

MEREDITH E SWANZY
Notary Public
Mecklenburg
County
NORTH CAROLINA

My Commission Expires: SEPTEMBER 23, 2023

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

John W Long
Please Print

John W Long
Signature

Faye C. Long
Please Print

Faye C. Long
Signature

_____
Please Print

_____
Signature

_____
Please Print

_____
Signature

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Davie MBMC

Sworn and subscribed before me, Melinda B. McLaughlin, a Notary Public for the above State and County, this the 1st day of November, 2022.

SEAL

Melinda B McLaughlin
Notary Public

My Commission Expires: 08/16/2026

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, BIN-AG LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 31 day of October, 2022.

Name of Limited Liability Company BIN-AG LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ MECKLENBURG

Sworn and subscribed before me, MEREDITH E SWANZY, a Notary Public for the above State and County, this the 31st day of OCTOBER, 2022.

_____
Notary Public

SEAL

MEREDITH E SWANZY
Notary Public
Mecklenburg
County
NORTH CAROLINA

My Commission Expires: SEPTEMBER 22, 2023

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Brent Michael Droege
Please Print

Brent Michael Droege
Signature

_____
Please Print

_____
Signature

_____
Please Print

_____
Signature

_____
Please Print

_____
Signature

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Durham

Sworn and subscribed before me, Felicia Myers, a Notary Public for the above State and County, this the 1 day of, November, 2022.

Felicia C. Myers
Notary Public

SEAL

FELICIA C. MYERS
Notary Public - North Carolina
Durham County
My Commission Expires Jul 26, 2027

My Commission Expires: July 26, 2027

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____ day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Droege Investments LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 1st day of November, 2022.

Name of Limited Liability Company Droege Investments LLC

By: Brent Michael Droege
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Durham

Sworn and subscribed before me, Felicia Myers, a Notary Public for the above State and County, this the 1 day of November, 2022.

Felicia C. Myers
Notary Public

SEAL

FELICIA C. MYERS
Notary Public - North Carolina
Durham County
My Commission Expires Jul 26, 2027

My Commission Expires: July 26, 2027

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____ day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

Petition for Voluntary Annexation

Application #: _____ Submittal Date: _____

Complete If In A Limited Liability Company

In witness whereof, MILLS CHATHAM INVESTMENT PROPERTIES a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 31st day of OCTOBER, 2022.

Name of Limited Liability Company MILLS CHATHAM INVESTMENT PROPERTIES, LLC

By: M. Hager Rand
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, M. Hager Rand, a Notary Public for the above State and County, this the 31 day of OCTOBER, 2022.

TAMMY A. SANFORD NOTARY PUBLIC VANCE COUNTY, NC

Tammy A. Sanford
Notary Public

SEAL

My Commission Expires: 4-18-23

Complete If In A Partnership

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for February 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 5.719 acres, located at 2012 Ramblewood Drive, Apex, North Carolina, Annexation No. 750 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

Attachments

- Attachment A: Resolution Directing the Town Clerk to Investigate Petition
  - Certificate of Sufficiency by the Town Clerk
  - Resolution Setting Date of Public Hearing
- Attachment B: Legal Description – Annexation No. 750
- Attachment C: Arial Map – Annexation No. 750
- Attachment D: Plat Map – Annexation No. 750
- Attachment E: Annexation Petition – Annexation No. 750

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

Annexation Petition#750
2012 Ramblewood Drive – 5.719 acres

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 Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of his investigation.

This the 14th day of February, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition#750
2012 Ramblewood Drive – 5.719 acres

To: The Town Council of the Town of Apex, North Carolina

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S.§ 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of February, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)

RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S.§ 160A-31 AS AMENDED

Annexation Petition#750
2012 Ramblewood Drive – 5.719 acres

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of February, 2023.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, www.apexnc.org, Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 14th day of February, 2023.

_____
Jacques K. Gilbert, Mayor

ATTEST:

_____
Allen L. Coleman, Town Clerk

Attachment: Legal Description

BOUNDARY zone, inc. LAND SURVEYING SERVICES & LAND PLANNING SERVICES

NOVEMBER 08, 2022

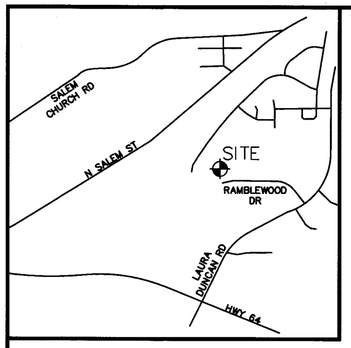
METES & BOUNDS LEGAL DESCRIPTION
PREPARED FOR: SURINDER & KAMLESH SABHIKHI
2012 RAMBLEWOOD DRIVE, APEX, NC 27523

ALL THOSE TRACTS OR PARCELS OF LAND LYING AT 2012 RAMBLEWOOD DRIVE, TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" OPEN TOP PIPE FOUND ON THE NORTHERN SIDE OF RAMBLEWOOD DRIVE (60' PUBLIC RIGHT-OF-WAY), SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 7 PER BOOK OF MAPS 1978, PAGE 722, WAKE COUNTY RECORDS, WHICH IS THE TRUE POINT OF BEGINNING, THEN RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES, S89°34'51"W A DISTANCE OF 30.24' TO A COMPUTED POINT, THENCE RUNNING WITH A CURVE TO THE LEFT HAVING A RADIUS OF 530.79' AND AN ARC DISTANCE OF 146.42' AND BEING SUBTENDED BY A CHORD BEARING OF S81°40'41"W AND A CHORD DISTANCE OF 145.96' TO A COMPUTED POINT, THENCE RUNNING WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' AND AN ARC DISTANCE OF 17.60' AND BEING SUBTENDED BY A CHORD BEARING OF N86°03'28"W AND A CHORD DISTANCE OF 17.24' TO A COMPUTED POINT, THENCE RUNNING WITH A CURVE TO THE LEFT HAVING A RADIUS OF 50.00' AND AN ARC DISTANCE OF 119.81' AND BEING SUBTENDED BY A CHORD BEARING OF S45°27'55"W AND A CHORD DISTANCE OF 93.13' TO A 3/4" OPEN TOP PIPE FOUND ON THE WESTERN RIGHT-OF-WAY OF A CUL-DE-SAC, THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING THE FOLLOWING COURSES AND DISTANCES, S67°04'24"W A DISTANCE OF 218.46' TO A 3/4" OPEN TOP PIPE FOUND, THENCE RUNNING N01°32'59"E A DISTANCE OF 648.20' TO A 3/4" OPEN TOP PIPE FOUND, THENCE RUNNING N89°39'02"E A DISTANCE OF 438.85' TO A 3/4" OPEN TOP PIPE FOUND, THENCE RUNNING S00°14'56"E A DISTANCE OF 480.07' TO A 3/4" OPEN TOP PIPE FOUND ON THE NORTHERN RIGHT-OF-WAY OF RAMBLEWOOD DRIVE, BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 5.554 ACRES (241,938 SQUARE FEET) MORE OR LESS.

Prepared by Town of Apex Planning Department
January, 2023
October 2022 Aerial Photography
Salem Woods
N Salem St
Bay Bouquet Ln
Ellington Place
Annexation #750
Ellington Cove
Ramblewood
Ramblewood Dr
Laura Duncan Rd
0
250
500
Feet



VICINITY MAP
(NOT TO SCALE)

OVERALL PROPERTY:

ADDRESS
2012 RAMBLEWOOD DRIVE
APEX, NC 27523

PIN
0742-99-1235

OWNER:

NAME
S. K. SABHIKHI
KAMLESH SABHIKHI

ADDRESS
1604 GREENLEAF STREET
APEX, NC 27502

ZONING INFORMATION:

RR - RURAL RESIDENTIAL DISTRICT

THE SURVEYOR IN NO WAY INTENDS TO INTERPRET OR MAKE CONCLUSION REGARDING THE ZONING DESIGNATION SHOWN HEREON. THIS INFORMATION IS REPORTED FROM PUBLIC INFORMATION OBTAINED FROM THE TOWN OF APEX PLANNING AND ZONING DEPARTMENT.

INFORMATION WAS OBTAINED ON 06/23/2022

SETBACKS
FRONT: 40'
CORNER: 15'
SIDE: 15'
REAR: 25'

IMPERVIOUS COVERAGE
50%

MAXIMUM BUILDING HEIGHT
36 FEET

- ☐ a. *This survey creates a subdivision of land within the area of a county or municipality that hase an ordinance that regulates parcels of land.*
- ☐ b. *This survey is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.*
- ☒ c. *This survey is of an existing parcel or parcels of land.*
- ☐ d. *This survey is of another category, such as the recombination or existing parcels, a court-ordered survey, or other exception to the definition of subdivision.*
- ☐ e. *The information available to the surveyor is such that the surveyor is unable to make determinations to the best of his or her professional ability as to provisions contained in (a) through (d) above.*

Professional Land Surveyor

This parcel is located in the TOWN OF APEX Planning Jurisdiction.

I, KELLUM B. BERNARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (DEED DESCRIPTION RECORDED IN BOOK 2728, PAGE 337); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN MAP BOOK 1978, PAGE 722; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 10,000 +; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 1ST DAY OF NOVEMBER, A.D., 2022.

KELLUM B. BERNARD, PLS-3083

NORTH CAROLINA PROFESSIONAL SEAL L3083 LAND SURVEYOR KELLUM B. BERNARD

FOR THE FIRM
BOUNDARY ZONE, INC.
FIRM NUMBER: C-3534

FLOOD STATEMENT

BY GRAPHIC PLOTTING ONLY, I HAVE EXAMINED THE INTERMEDIATE REGIONAL FLOOD PANEL CURRENTLY AVAILABLE AND FOUND THAT THE PROPERTY IN QUESTION IS WITHIN FLOOD HAZARD ZONE 'X' ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM), PANEL NUMBER 3720074200J, WHICH BEARS AN EFFECTIVE DATE OF MAY 2, 2006, WAKE COUNTY, NORTH CAROLINA.

NOTES

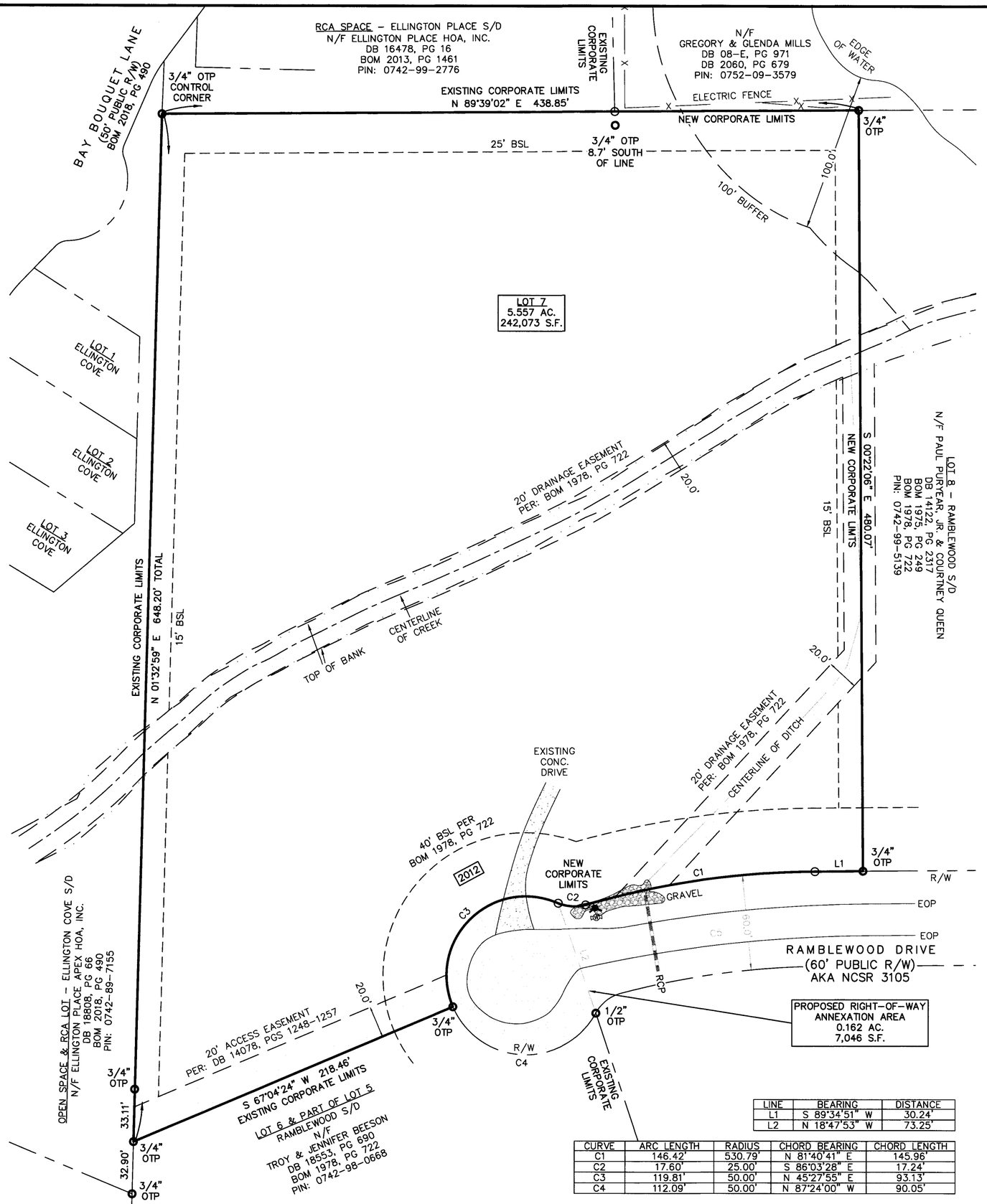
1. ALL DISTANCES ARE HORIZONTAL GROUND, IN US SURVEY FEET.
2. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.
3. UTILITIES SHOWN ARE FOR REPRESENTATION ONLY AND ARE NOT TO BE USED FOR PROPERTY LINE LOCATION.
4. THIS PLAT WAS DRAWN & CALCULATED USING THE COORDINATE METHOD.

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA, CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20_____, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____.

(DAY, MONTH, YEAR)

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK



LINE	BEARING	DISTANCE
L1	S 89°34'51" W	30.24'
L2	N 18°47'53" W	73.25'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	146.42'	530.79'	N 81°40'41" E	145.96'
C2	17.60'	25.00'	S 86°03'28" E	17.24'
C3	119.81'	50.00'	N 45°27'55" E	93.13'
C4	112.09'	50.00'	N 87°24'00" W	90.05'

NORTH
NC GRID
NAD 83 (2011)

SCALE: 1"=50'

PLAT PREPARED BY:
KELLUM B. BERNARD
L-3083
BOUNDARY ZONE INC.
FIRM NUMBER
C-3534

NO.	REVISION	DATE
1		
2		
3		
4		
5		

GRAPHIC SCALE - IN FEET
0 25 50 100

ANNEXATION MAP FOR THE TOWN OF APEX

OWNER: S.K. & KAMLESH SABHIKHI
2012 RAMBLEWOOD DRIVE, APEX, NC 27523
LOT 7 - RAMBLEWOOD SUBDIVISION
WAKE COUNTY, NORTH CAROLINA - 11/01/2022

© COPYRIGHT 2022
BOUNDARY ZONE, INC.
ALL RIGHTS RESERVED.

LEGEND :

○ PROPERTY CORNER FOUND (AS NOTED)	☼ LIGHT POLE	ⓜ MANHOLE	—X— FENCE LINE	C.B. CATCH BASIN
● 5/8" REBAR WITH CAP SET	▣ POWER METER	ⓒ CLEAN OUT	-920- CONTOUR LINE	TOB TOP OF BANK
□ R/W MONUMENT	▣ POWER BOX	ⓙ JUNCTION BOX	RB IRON REBAR	N/F NOW OR FORMERLY
○ COMPUTED POINT	▣ A/C UNIT	■ DRAINAGE INLET	OTP OPEN TOP PIPE	FFE FINISHED FLOOR ELEVATION
▲ FIRE HYDRANT	▣ GAS METER	—W— WATER LINE	BSL BUILDING SETBACK LINE	BFE BASEMENT FLOOR ELEVATION
Ⓦ WATER METER	▣ GAS VALVE	—U— OVERHEAD UTILITY LINE	OH OVERHANG	GFE GARAGE FLOOR ELEVATION
⊛ WATER VALVE	▣ TELEPHONE BOX	—S— SEWER LINE	CONC. CONCRETE	R/W RIGHT-OF-WAY
	▣ CABLE BOX	—G— GAS LINE	EOP EDGE OF PAVEMENT	BOM BOOK OF MAPS
	⊸ SIGN	—C— CABLE LINE	CNT. CANTILEVER	DB DEED BOOK
		—T— TELEPHONE LINE	O.H. OVERHANG	PG PAGE

BOUNDARY REFERENCE: DEED BOOK 2728, PG 337, BOOK OF MAPS 1978, PG 722
FIELDWORK PERFORMED ON 06/17/2022.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 419,858 FEET.

THIS PLAT HAS BEEN PREPARED USING A ROBOTIC TOTAL STATION.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FEET, AND ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

BOUNDARY zone, inc.
SURVEYORS, ENGINEERS AND LAND PLANNERS
SURVEYING LANDSCAPE ARCHITECTURE LAND PLANNING
WWW.BOUNDARYZONE.COM (770) 271-5772 (919) 363-9226

RALEIGH OFFICE
8024 GLENWOOD AVE.,
SUITE 109
RALEIGH, NC 27612

CORPORATE OFFICE
454 SATELLITE BLVD,
SUITE 200
SAWANEE, GA 30024

PROJECT
R20026-03

SHEET
1 OF 1

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____ Submittal Date: _____

Fee Paid $ _____ Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Surinder K. Sabhikhi	0742991235
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-249-1623	ssabhikhi@msn.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Boundary Zone, Inc. - Josh Mitchell

Phone: 919-612-0598 Fax: _____

E-mail Address: jmitchell@boundaryzone.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	5.719	Need water service due to well failure	☐
Population of acreage to be annexed:		Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☐
Proposed # of housing units:	3	Sewer service (new construction)	☐
Zoning District*:	RR	Receive Town Services	☐

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Department of Planning and Community Development with questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-027 Submittal Date: 11-8-22

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Please Print	Signature
SURINDER SABHIKHI	Surinder Sabhikhi

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Joshua T. Haddock, a Notary Public for the above State and County, this the 8th day of, November, 2022.

Joshua T. Haddock
Notary Public

SEAL

Joshua T. Haddock
Notary Public
Wake County
North Carolina
My Commission Expires 4/11/2024

My Commission Expires: 4/11/24

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Limited Liability Company _____

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning

Requested Motion

Motion to approve Budget Ordinance Amendment 14 and Capital Project Ordinance Amendment 2023-4 for transit improvements associated with GoApex Route 1.

Approval Recommended?

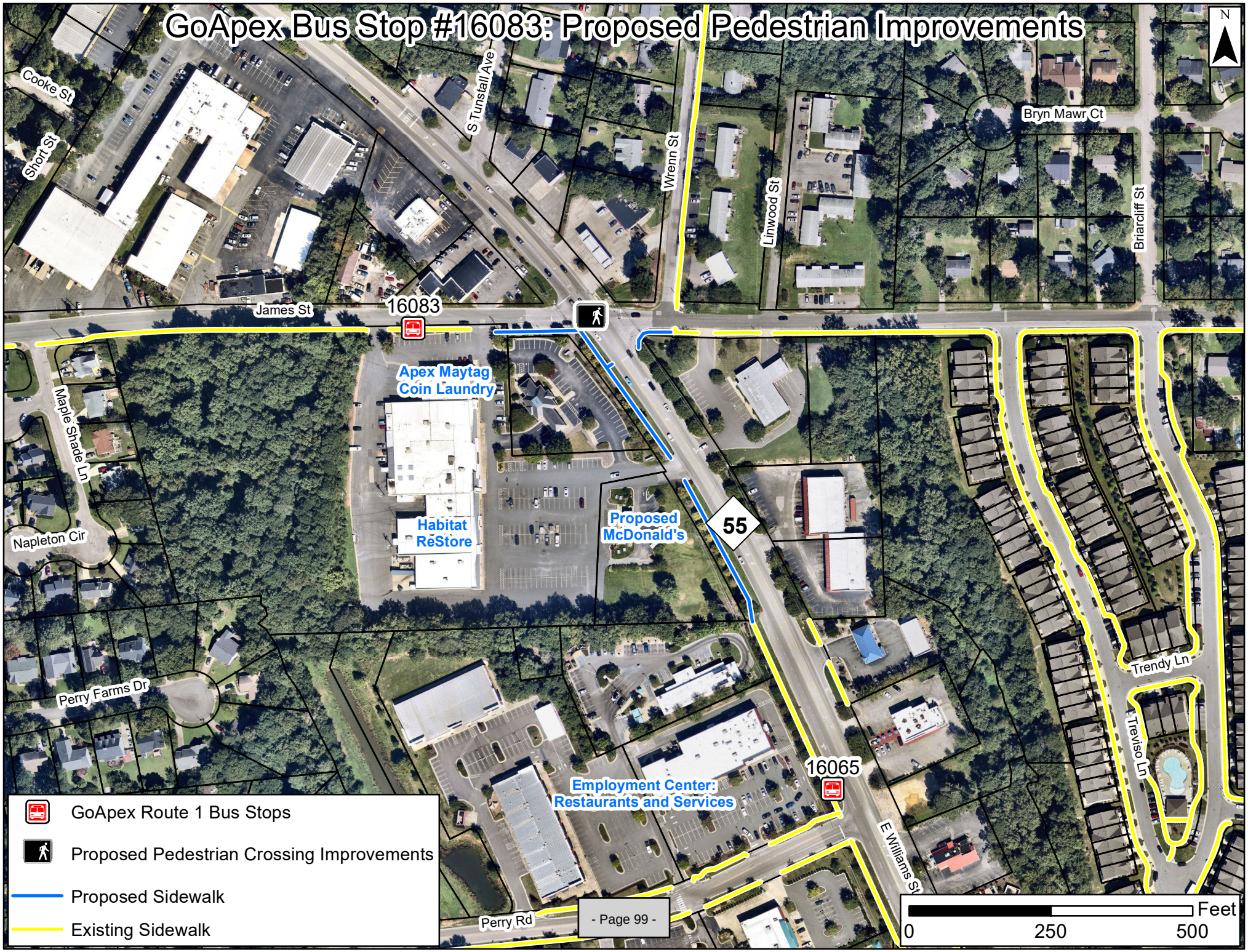
Yes

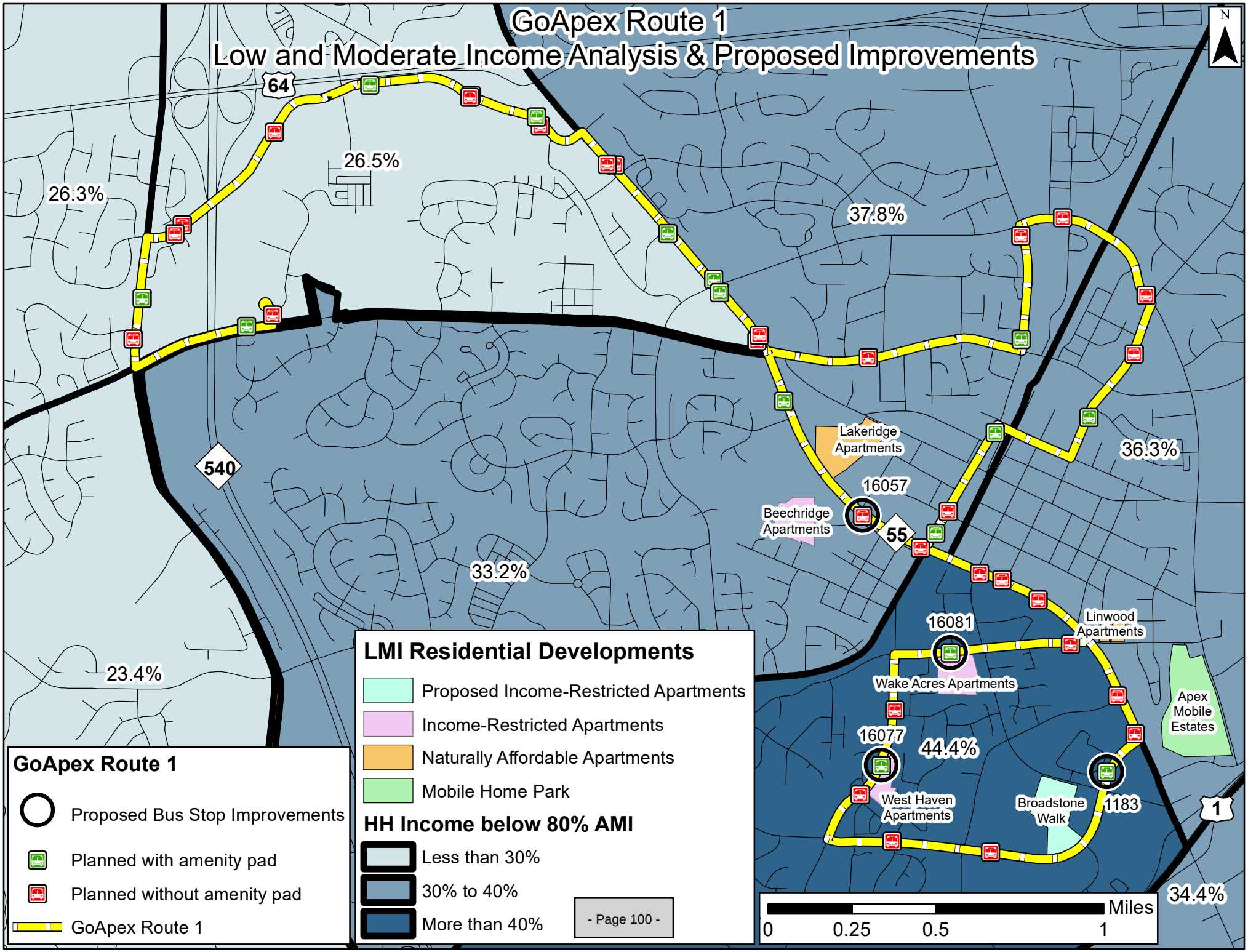
Item Details

The Town of Apex was awarded Community Development Block Grant (CDBG) funds for the improvement of six bus stops along GoApex Route 1 in areas meeting income-eligibility requirements. The improvements vary for each stop, but include: installation of amenity pads, shelters, furnishings, and the extension of sidewalk along James Street and East Williams Street. Per the Town's agreement with Wake County, the Town is responsible for project costs exceeding the $402,700 CDBG award. Final design of the project is near completion and easement and right of way acquisition is ready to begin. Due to increased construction costs and substantial design constraints related to accessibility issues, grading, and utility conflicts; construction costs are anticipated to substantially exceed the CDBG award. A budget amendment of $221,000 is requested to establish the funds needed for this project. This amendment includes a 25% contingency above the engineer's opinion of probable cost. It should be noted that this project has not yet been bid, and there may be further changes to actual construction cost. Without this amendment, the project will not be completed.

Attachments

- Attachment A: Exhibit 1 – GoApex Route 1 Proposed Pedestrian Improvements
- Attachment B: Exhibit 2 – GoApex Route 1 – Income Analysis and Proposed Improvements
- Attachment C: Budget Ordinance Amendment 14
- Attachment D: Capital Project Ordinance Amendment 2023-4


GoApex Bus Stop #16083: Proposed Pedestrian Improvements
N
Cooke St
Short St
S Tunstall Ave
Wrenn St
Linwood St
Bryn Mawr Ct
Briarcliff St
James St
16083
Apex Maytag Coin Laundry
Maple Shade Ln
Habitat ReStore
Proposed McDonald's
55
Napleton Cir
Perry Farms Dr
Trendy Ln
Treviso Ln
16065
Employment Center: Restaurants and Services
E Williams St
Perry Rd
GoApex Route 1 Bus Stops
Proposed Pedestrian Crossing Improvements
Proposed Sidewalk
Existing Sidewalk
Feet
0
250
500


GoApex Route 1
Low and Moderate Income Analysis & Proposed Improvements
N
64
540
55
1
26.3%
26.5%
37.8%
36.3%
33.2%
23.4%
34.4%
44.4%
Lakeridge Apartments
Beechridge Apartments
16057
16081
16077
1183
Linwood Apartments
Wake Acres Apartments
Apex Mobile Estates
West Haven Apartments
Broadstone Walk
GoApex Route 1
Proposed Bus Stop Improvements
Planned with amenity pad
Planned without amenity pad
GoApex Route 1
LMI Residential Developments
Proposed Income-Restricted Apartments
Income-Restricted Apartments
Naturally Affordable Apartments
Mobile Home Park
HH Income below 80% AMI
Less than 30%
30% to 40%
More than 40%
- Page 100 -
Miles
0
0.25
0.5
1

Town of Apex

Budget Ordinance Amendment No. 14

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2022-2023 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

39902: Appropriated Fund Balance	$221,000
Total Revenues	**$221,000**

Section 2. Expenditures:

39761: Transfer to General Capital Project Fund	$221,000
Total Expenditures	**$221,000**

Section 7. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 14th day of February, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2023-4

61 - General Capital Project Fund

BE IT ORDAINED, by the Council of the Town of Apex that the Capital Project Ordinance previously entitled "General Capital Project Fund" be amended as follows:

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	221,000
Total Revenues	**$221,000**

Section 2. The expenditures anticipated are:

GoApex CDBG Project	221,000
Total Expenditures	**$221,000**

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 14th day of February, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Michael Deaton, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a 3-Year Master Services Agreement with National Power, LLC., and to authorize the Town Manager to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

National Power, LLC., has been providing emergency generator repair, maintenance, generator rental and programming for existing and future Town of Apex pump station locations as needed. Apex has enjoyed this working relationship and recommends approving a new 3-year agreement with National Power, LLC., at the rates provided for the same period.

Attachments

- Attachment A: National Power, LLC., Agreement
- Attachment B: National Power 3 Year Rate Sheet

STATE OF NORTH CAROLINA **Contract Identification #_____**

COUNTY OF WAKE **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this the _____day of _____, 2023, by and between, National Power, LLC, a Limited Liability Corporation with its principal business offices located at 4541 Preslyn Drive, Raleigh, NC 27616-3178 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities, and associated equipment, which from time to time requires maintenance, repair, installation, removal, testing, and inspection, as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, Contractor provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services, quote, and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services and quote is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Generator repair, maintenance, generator rental, and programming for existing and future Town of Apex pump station locations.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on January 1, 2026 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service,

Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications.

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for

the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000, commercial automobile liability insurance in the minimum amount of $2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of $1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

If requested by the Town, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

11. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

12. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

13. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR: Attn: Generator Service
Contractor: National Power, LLC
Address: 4541 Preslyn Drive
Raleigh, NC 27616-3178
Email: generatorservice@natpow.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

15. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

16. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

17. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

18. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

19. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

20. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

21. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

22. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

23. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

24. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

25. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

28. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 19th day of January, 2023.

Contractor

Name: National Power, LLC

By: _____
(Signature)

Title: CFO

Attest: _____
(Secretary, if a corporation)

Town of Apex

_____
Catherine Crosby, Town Manager

Attest: _____
Allen L. Coleman, CMC, NCCCC
Town Clerk

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

_____
Shawn Purvis, Acting Finance Director

NATIONAL POWER

Smarter, nonstop power

Brandon Rice
Service Sales & Rentals Manager
919.622.4790

Brandon.Rice@natpow.com

1/9/2023

To: Town of Apex
105-A Upchurch Street, PO Box 250
Apex, NC 27502

For the term of 3 years starting 1/1/2023 and ending 1/1/2026 National Power will provide the Town of Apex with the following rates for services.

- Normal Business Hours (8am-5pm) $145.00/hr
- Afterhours/Emergency $217.50 (minimum 4 hrs.) + $250 call out fee after 5pm and anytime on weekends and holidays
- Mileage Rates $3.00/mile invoiced portal to portal

Thanks,
Brandon Rice
Service Sales and Rentals Manager

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Michael Deaton, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a 3-Year Agreement with TecNXS LLC, and to authorize the Town Manager to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

TecNXS, LLC provides support for its software AquaResource, which is utilized to manage and track backflow preventer testing and tester certifications. There are no Town costs with this agreement, as the costs for the service are absorbed by the testers that submit the backflow tests on behalf of the customers. This agreement is for the service to send out the pre-notices and software support and updates. The test submittal fee will increase by $0.25 per test for a total of $9.75/test with this 3-year term contract which is understandable considering the increases in the cost of postage and supplies over the last 3 years as well as projected increases during the contract period.

Attachments

- Attachment A: TecNXS, LLC Agreement

AquaResource Software as a Service Agreement (SaaS)

Customer: Town of Apex, North Carolina	**Contact:** Jessica Sloan
Address: 105A Upchurch St., PO Box 250 Apex, NC 27502	**Phone:** Cell: (919) 980-0484 Work: (919) 372-7478 Fax:
E-Mail: jessica.sloan@apexnc.org	**PO#:**

Service: AquaResource, online backflow registration and maintenance tracking solution for water purveyors (the "Service(s)").

Service Term: 3 year(s) 4/1/23 thru 4/1/26

Estimated or Known Number of Backflow Devices in the System as of contract date: N/A

Select Fee Type

☐ Customer agrees to be invoiced by Company for the service at the **Agreed Amount** $ _____ based on the estimated or known number of backflow devices in the system.
In the case of a multiple year contract or automatic contract renewal Customer agrees to allow Company to adjust the **Agreed Amount** by $ _____ per added backflow device to reflect the actual number of backflow devices in the system on the contract anniversary date. Company agrees to absorb the system growth between anniversary dates.

☒ Customer agrees to allow Company to invoice participating Testers directly per passing test report, paid on submission, subject to the terms in Section 4.3 herein **$ 9.75**

Select Additional Service(s)

☐ Customer grants permission for the Company to process, print and mail compliance notices on their behalf.

Number of Compliance Notices per Backflow Device: 1

Compliance Notice(s)

Number of 4x6 post card compliance notice(s) to be mailed on behalf of Customer 1 **
Number of 8.5x11 letter paper size notice(s) to be mailed on behalf of the Customer _____ **

☐ Customer agrees to be invoiced by Company based on the number and type of notice mailed

☒ Customer agrees to allow Company to combine the notice fee and the testing fee, then invoice participating Testers directly per test report, paid on submission subject to the terms in Section 4.3 herein

** Unless otherwise specified the Contract Price is based on black and white printing, single page and envelope or post card. The information placed on the postcard must fit on the dimensions required for a First-Class Mail Postcard. Specially pricing available with known requirements.

Initial_____ Date_____

Hosting Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Hosting Implementation Fee (one-time, non-refundable): $ N/A

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 1st day of April, 2023 (the "Effective Date") between TecNXS LLC with a place of business at 2721 N Wilderness Ct, Wichita, KS 67226 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Hosting Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Company TecNXS LLC:

Signature: _____

Print Name: Brad Davenport

Title: Founder

Date: 1/15/23

Customer:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Initial_____ Date_____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. Customer agrees to abide by the backflow assembly testing tolerances, and other tolerances, established by the Company and used by the software to determine or calculate outcomes.

2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer is responsible for all administrative systems settings within the customer dashboard.

2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is public record or otherwise required to be disclosed by law.

3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications,

Initial_____ Date_____

inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer requests access to their raw data, Company will provide a CSV data dump in the form Company stores the Customer's data.

3.3. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1. Customer will pay Company the then applicable fees described in the Hosting Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Hosting Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2. Company will bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3. Customer allows Company to directly charge Backflow Preventer Technicians ("Testers") per passing test report upon submission the agreed upon price defined in the agreement above. "Failing" or "Removed and Replaced Device" or "Removed Device and Capped Lines" submissions will not be charged. Company reserves the right to delete test reports upon a chargeback from a Tester. Company also reserves the right to terminate the account of a Tester with more than one chargeback.

4.4. Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission the amount equal to the increase put forth by the United States Postal Service for processing First Class letters and postcards. This shall apply to Customers who self-pay for compliance notices.

Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission in the event of a price increase of material or labor necessary to perform the processing of compliance notices. This shall apply to Customers who self-pay for compliance notices.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Hosting Form, and may renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"). Email notification is acceptable.

5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

Initial_____ Date_____

6. **WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary, except for bodily injury of a person, Company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors, and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (A) For error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (B) For any indirect, exemplary, incidental, special or consequential damages; (C) For any matter beyond Company's reasonable control; or (D) For any amounts that, together with amounts associated with all other claims, exceed the fees paid by Customer to Company for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case.

8. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by either party without the other party's consent, which shall not be unreasonable withheld. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Customer agrees to reasonably cooperate with Company to serve as a reference upon request.

9. **E-VERIFY COMPLIACE**

Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Company shall require all of the Company's subcontractors hired pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

10. **ANTI-HUMAN TRAFFICKING**

Company warrants and agrees that no labor supplied by the Company or Company's subcontractors in the performance of this agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 if the North Carolina General Statutes, Human Trafficking.

Initial_____ Date_____

11. NONDISCRIMINATION

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Company hereby warrants and agrees that Company will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purpose of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair color, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

Initial_____ Date_____

EXHIBIT A

Statement of Work

As a purveyor administrating your own cross connection control program via AquaResource the Software as a Service includes full use of the program, all features and upgrades. Technical support for both the purveyor and testers is include as it relates to the operation and function of AquaResource. Questions regarding the operation of your cross-connection control program and the governing rules are the responsibility of the purveyor.

AquaResource Includes:

- Administrator dashboard displaying the most used categories of information
- Backflow reports can be submitted from the field by testers/installers
- Instant recording of backflow installation and registration
- Maintenance and rebuild tracking with a complete history
- GPS location of on-site backflow(s) via a mobile device or computer
- Field pictures of backflow devices
- Tester/installer certification and license tracking
- Test Gauge certification tracking
- System-generated notices including pre and post expiration notices concerning annual testing or mandatory rebuilds delivered to the device owner via email or a mailable paper copy
- Customer portal allowing customers to independently review the status of all their backflow preventer devices and find a certified tester

Hosting Implementation Services

TecNXS is ready to help reduce disruptions and make a smooth transition from the client's current system. Our team is prepared to address technical issues during this critical period, and can co-develop an implementation plan to ensure success. The data supplied to TecNXS will be analyzed, parsed and imported into AquaResource as fully as possible. Importation success is based upon the accuracy and completeness of the data.

A smooth Implementation from or into AquaResource

TecNXS will assist with data transfer from the old system, if possible, and will assist with the initial set up and training for the office staff.

Notices

TecNXS can process, print and mail as many pre and post notices as required by your cross-connection program. Pricing varies based on the purveyor's individual notice requirements such as black and white or color and the mix of post card and letters.

Initial_____ Date_____

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays (**"Support Hours"**).

Company will use commercially reasonable efforts to respond to all support requests within one (1) business day.

Initial_____ Date_____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve, as submitted or amended, Meeting Minutes from the following meetings:

- January 24, 2023 Regular Town Council Meeting

Approval Recommended?

The Town Clerk recommends the Town Council approve the meeting minutes as presented or amended.

Item Details

In accordance with 160A-72 of North Carolina General Statutes (NCGS), the Governing Board has the legal duty to approve all minutes that are entered into the official journal of the Board's proceedings.

Attachments

- **DRAFT** Minutes – January 24, 2023, Regular Town Council Meeting **(provided under separate cover)**

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve an encroachment agreement between the Town and property owners Kondadi Pranama Moorthy and Tarangini Desawar, co-trustees of The Moorthy-Desawar Family Trust to install a fence that will encroach 83 linear feet onto the 5' TOA Public Utility Easement and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owners Kondadi Pranama Moorthy and Tarangini Desawar, co-trustees of The Moorthy-Desawar Family Trust (Grantees) for the property described as a residential lot known as Wake County PIN #0723-25-3550, Book of Maps 2020, Page 01872, lot is also known as 3018 Lauder Lane, Apex, NC 27523. Grantees wish to install certain improvements, more particularly described as a fence that will encroach 83 linear feet onto the 5' TOA Public Utility Easement.

Attachments

- Attachment A: Encroachment Agreement
- Attachment B: Exhibit A

After Recording Mail To: Development Services
Town of Apex
PO Box 250
Apex, NC 27502

STATE OF NORTH CAROLINA **ENCROACHMENT AGREEMENT**
COUNTY OF WAKE

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2023, by and between Kondadi Pranama Moorthy and Tarangini Desawar, co-trustees of The Moorthy-Desawar Family Trust, dated November 22, 2022, hereinafter referred to as "Grantees," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantees are the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN # 0723-25-3550** and more particularly described as **Lot 30** of the subdivision known as **The Point at Lake Castleberry,** which is shown on that certain plat recorded in **Book of Maps 2020, Page 01872**, Wake County Registry (hereinafter the **"Subdivision Plat"**). The residential lot is also known as **3018 Lauder Lane, Apex, NC 27523**. The residential lot described in this paragraph is hereinafter referred to as the **"Residential Lot."**

WHEREAS, the Town is the owner of a 5' TOA Public Utility Easement as shown on the **Subdivision Plat** hereinafter referred to as the **"Public Utility Easement."**

WHEREAS, Grantees wish to install certain improvements, more particularly described as a **fence that will encroach 83 linear feet onto the "Public Utility Easement"** which serves the Residential Lot,

hereinafter referred to as the "**Encroachment,**" all as shown on the attached **Exhibit A**. Grantees desire to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Utility Easement.**

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantees and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantees, and Grantees' successors and assigns at Grantees' sole risk and expense, to encroach into the **Public Utility Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantees are responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment.

3. Grantees are to be fully responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantees agree to and do hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantees: Kondadi Pranama Moorthy and Tarangini Desawar,
co-Trustees of the Moorthy-Desawar Family Trust
3018 Lauder Lane
Apex, NC 27523

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantees agree to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Utility Easement** and the Town may terminate this Encroachment Agreement by giving Grantees ninety (90) days written notice of termination. Prior to the termination date, Grantees shall remove, at their own expense, all or part of the Encroachment as specified by the Town.

10. If the Town deems, within its sole discretion, that there is not time to give Grantees notice as provided in Paragraph 9 and that removal of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Easement,** then no notice shall be required and the Town may remove the Encroachment from the **Public Utility Easement** without cost, risk or liability to the Town.

11. Grantees agree to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantees fail to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantees, if not self-performing the installations that are the subject of this Agreement, agree to purchase or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, valid general liability insurance in the minimum amount of $500,000 and provide a certificate of such insurance naming the Town of Apex as additional insured by endorsement to the policy. Where the Grantees are self-performing the installations, Grantees shall show proof of homeowner's insurance with personal liability coverage in a minimum amount of at least $300,000. Grantees shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

13. Notwithstanding Section 14 below, Grantees shall be released from their obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to real property known as **Lot 30, The Point at Lake Castleberry (3018 Lauder Lane, Apex, NC 27523)**, or by assumption of said obligations by an incorporated property or condominium owners' association for **The Point at Lake Castleberry**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantees' obligations possesses adequate financial resources and ownership interest, and Grantees' delegates and proposed assignee assume and agree to fulfill, in writing, all of Grantees' duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever by subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantees and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In testimony whereof, said Grantees and said Town have here unto set their hands and seals, the day and year first above written.

THE MOORTHY-DESAWAR FAMILY TRUST DATED NOVEMBER 22, 2022

(SEAL) By: Kondadi Pranama Moorthy
Kondadi Pranama Moorthy, co-Trustee

STATE OF NORTH CAROLINA

COUNTY OF Wake [*county in which acknowledgement taken*]

I, do hereby certify that Kondadi Pranama Moorthy, co-Trustee of the Moorthy-Desawar Family Trust, dated November 22, 2022, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 26th day of January, 2023.

Lora H. Stephenson
[*Signature of Notary Public*]

My Commission Expires: 11.9.25

LORA H STEPHENSON NOTARY PUBLIC (SEAL) HARNETT COUNTY, NC

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(SEAL) By: Tarangini Desawar
Tarangini Desawar, co-Trustee

STATE OF NORTH CAROLINA

COUNTY OF Wake [*county in which acknowledgement taken*]

I, do hereby certify that Tarangini Desawar, co-Trustee of the Moorthy-Desawar Family Trust, dated November 22, 2022, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 26th day of January, 2023.

Lora H. Stephenson
[*Signature of Notary Public*]

My Commission Expires: 11.9.2025

LORA H STEPHENSON NOTARY PUBLIC HARNETT COUNTY, NC (SEAL)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF APEX

_____
Catherine Crosby
Town Manager

(Corporate Seal)

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ [*county in which acknowledgement taken]*

I, _____, a Notary Public for _____ County, North Carolina, certify that Allen Coleman personally came before me this day and acknowledged that he is Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

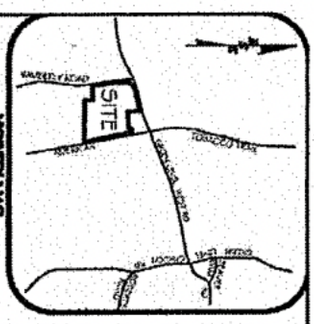
Witness my hand and official stamp or seal, this ___ day of _____, 2023.

_____
[*Signature of Notary Public*]

My Commission Expires: _____

(SEAL)

EXHIBIT A

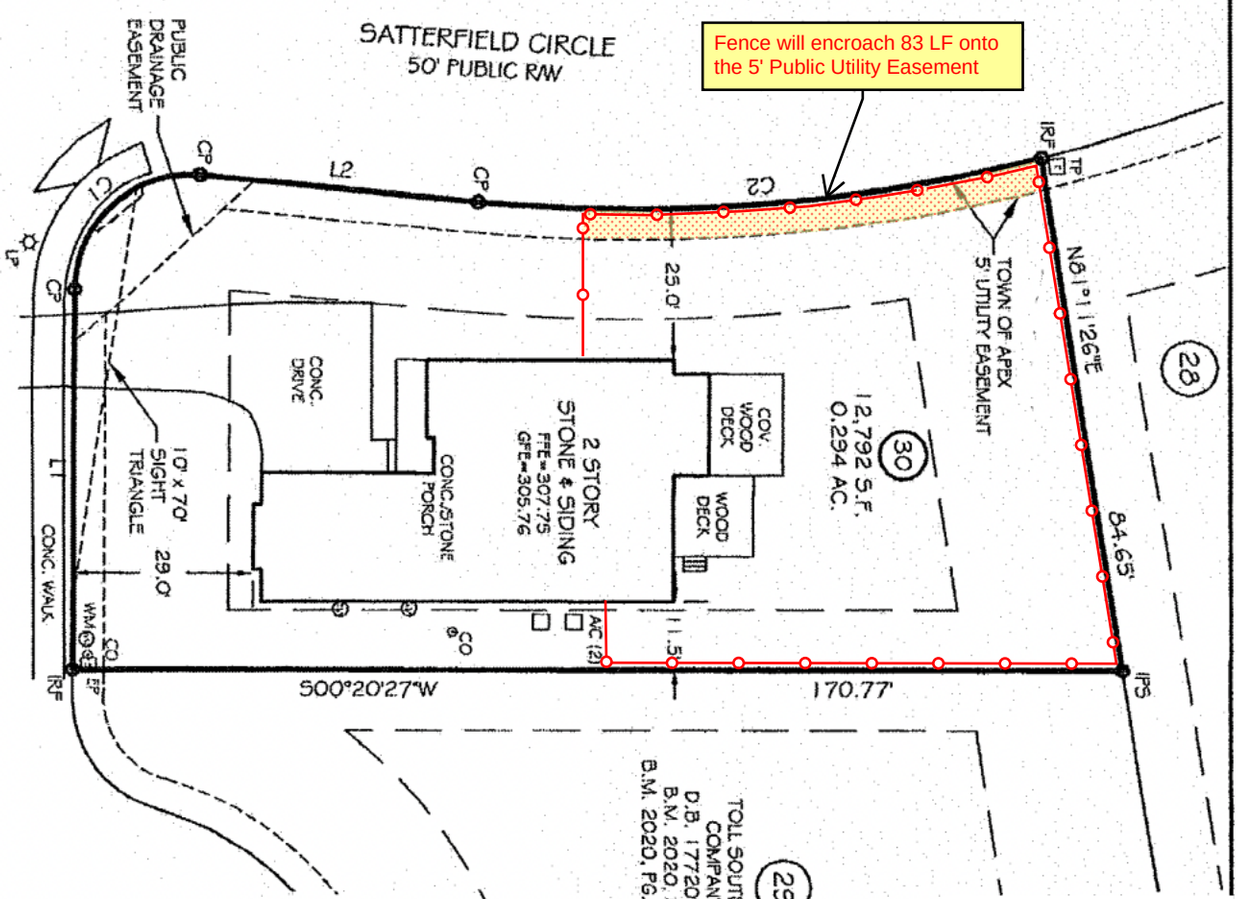


LEGEND:
IPF - IRON PIPE FOUND
IRF - IRON ROD FOUND
IPS - IRON PIPE SET
CP - COMPUTED POINT
EM - ELECTRIC METER
GM - GAS METER
WM - WATER METER
CO - SANITARY CLEANOUT
A/C - AIR CONDITIONING UNIT
CONC. - CONCRETE
TP - TELEPHONE PEDESTAL
ET - ELECTRIC TRANSFORMER
LP - LIGHT POLE

REFERENCES:
B.M. 2020, PG. 47-52
B.M. 2020, PG. 1869-1874
D.B. 17720, PG. 915-916

BUILDING SETBACK INFORMATION:

FRONT	25'
SIDE	6' MINIMUM / 20' AGGREGATE
REAR	25'
CORNER YARD	18'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°39'33"W	62.26'
L2	N05°53'42"E	45.60'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	18.50'	30.75'	27.33'	N42°02'33"W	95°14'00"
C2	275.00'	92.41'	91.98'	N04°03'10"W	19°15'14"

NOTES:
1) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
2) AREAS COMPUTED BY COORDINATE GEOMETRY METHOD UNLESS OTHERWISE NOTED.
3) NO TITLE REPORT FURNISHED THEREFORE ALL ENCUMBRANCES MAY NOT BE SHOWN.
4) ALL BUILDING TIES ARE MEASURED FROM THE FOUNDATION.
5) AUTHORIZED REPRODUCTIONS OF THIS SURVEY ARE AFFIXED WITH AN ORIGINAL SEAL AND SIGNATURE. THOSE REPRODUCTIONS NOT BEARING AN ORIGINAL SEAL AND SIGNATURE ARE NOT THE PRODUCT OF THE UNDERSIGNED LAND SURVEYOR AND NO CONSIDERATION SHOULD BE GIVEN TO THE INFORMATION CONTAINED HEREIN.
6) THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, BUFFERS AND RESTRICTIONS SHOWN HEREON AND ALL OTHERS OF RECORD.

1 inch = 30 ft.
30 0 15 30 60

IMPERVIOUS AREA CALCULATIONS:
BUILDING: 2,333.9 S.F. (INCLUDES FRONT PORCH)
COVERED DECK: 197.0 S.F.
DRIVEWAY: 940.1 S.F.
SIDEWALK: 14.0 S.F.
TOTAL: 3,485.0 S.F.
MAXIMUM ALLOWABLE IMPERVIOUS AREA = 5,000 S.F.
(PER B.M. 2020, PG. 1869-1874)

NOTE:
THIS MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

FINAL SURVEY
FOR
KONDADI PRANAMA MOORTHY & TARANGINI DESAWAR
THE POINT AT LAKE CASTLEBERRY
LOT 30 - 3018 LAUDER LANE
TOWN OF APEX, WAKE COUNTY, N.C.
TOLL SOUTHEAST LP COMPANY, INC.
D.B. 17720, PG. 9

JOB #: 47533.L0030
DATE: 12-15-21
SCALE: 1" = 30'
DRAWN BY: TF
REVIEWED BY: CEW
REVISIONS:
REVISED BY:

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
LICENSE # C-2973
ESE of North Carolina, PC
5400 Trinity Road, Suite 204,
Raleigh, NC 27607
TEL: 919-321-4800 FAX: 919-321-7880

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve an encroachment agreement between the Town and property owner Taylor Morrison of Carolinas, Inc. to install a driveway that will encroach 31 square feet (SF) onto the 20' Town of Apex Public Storm Drainage Easement and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner Taylor Morrison of Carolinas, Inc. (Grantee) for the property described as a residential lot known as Wake County PIN #0722-76-8845, Book of Maps 2021, Page 01569, lot is also known as 1730 Wimberly Road, Apex, NC 27523. Grantee wishes to install certain improvements, more particularly described as a driveway that will encroach 31 square feet (SF) onto the 20' Town of Apex Public Drainage Easement.

Attachments

- Attachment A: Encroachment Agreement – 1730 Wimberly Road Lot 186
- Attachment B: Encroachment Agreement - -Exhibit A – 1730 Wimberly Road Lot 186

After Recording Mail To: Development Services
Town of Apex
PO Box 250
Apex, NC 27502

STATE OF NORTH CAROLINA **ENCROACHMENT AGREEMENT**
COUNTY OF WAKE

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2023, by and between Taylor Morrison of Carolinas, Inc. hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0722-76-8845** by the Wake County Revenue Department and more particularly described as **Lot 186** of the subdivision known as **Townes at Westford Phase 3B** as shown on that certain plat recorded in **Book of Maps 2021, Page 01569**, Wake County Registry (hereinafter the **"Subdivision Plat"**). The residential lot is also known as **1730 Wimberly Road, Apex, NC 27523.** The residential lot described in this paragraph is hereinafter referred to as the **"Residential Lot."**

WHEREAS, the Town is the owner of a **20' Public Storm Drainage Easement** as shown on the **Subdivision Plat** hereinafter referred to as the **"Public Storm Drainage Easement".**

WHEREAS, Grantee wishes to install certain improvements more particularly described as a **driveway that will encroach 31 square feet (SF) onto the Public Storm Drainage Easement,** which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Storm Drainage Easement.**

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Storm Drainage Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantee: Taylor Morrison of Carolinas, Inc
15501 Weston Parkway, Suite 100
Cary, NC 27513-8636

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Storm Drainage Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Storm Drainage Easement,** then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Storm Drainage Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Storm Drainage Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Storm Drainage Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Storm Drainage Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee, during the life of this Encroachment Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of $300,000/$500,000/$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days' notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to the **Residential Lot**, or by assumption of said obligations by an incorporated party approved by the Town**.** The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee's obligations possesses adequate financial resources and ownership interest, and Grantee's delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee's duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever by subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEE

Taylor Morrison of Carolinas, Inc.

By: Christian Sheppard (SEAL)
Christian Sheppard
Land Development Director

TAYLOR MORRISON OF CAROLINAS, INC CORPORATE SEAL 2015 NORTH CAROLINA

NORTH CAROLINA
COUNTY OF Wake *[county in which acknowledgement taken]*

I, Aleashia Browning, a Notary Public of Wake County, North Carolina, certify that Christian Sheppard, personally appeared before me this day and acknowledged that he is the Land Development Director for Taylor Morrison of Carolinas, Inc. Grantee herein, and that by authority duly given as the Land Development Director for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 16th day of November, 2022.

Aleashia Browning
[Signature of Notary Public]

ALEASHIA BROWNING Notary Public Wake County NORTH CAROLINA
(Affix Notarial Stamp-Seal)

My Commission Expires: 9/29/25

TOWN OF APEX

_____
Catherine Crosby
Town Manager

(Corporate Seal)

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ [*county in which acknowledgement taken]*

I, _____, a Notary Public of _____ County, North Carolina, certify that Allen Coleman personally came before me this day and acknowledged that he is the Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

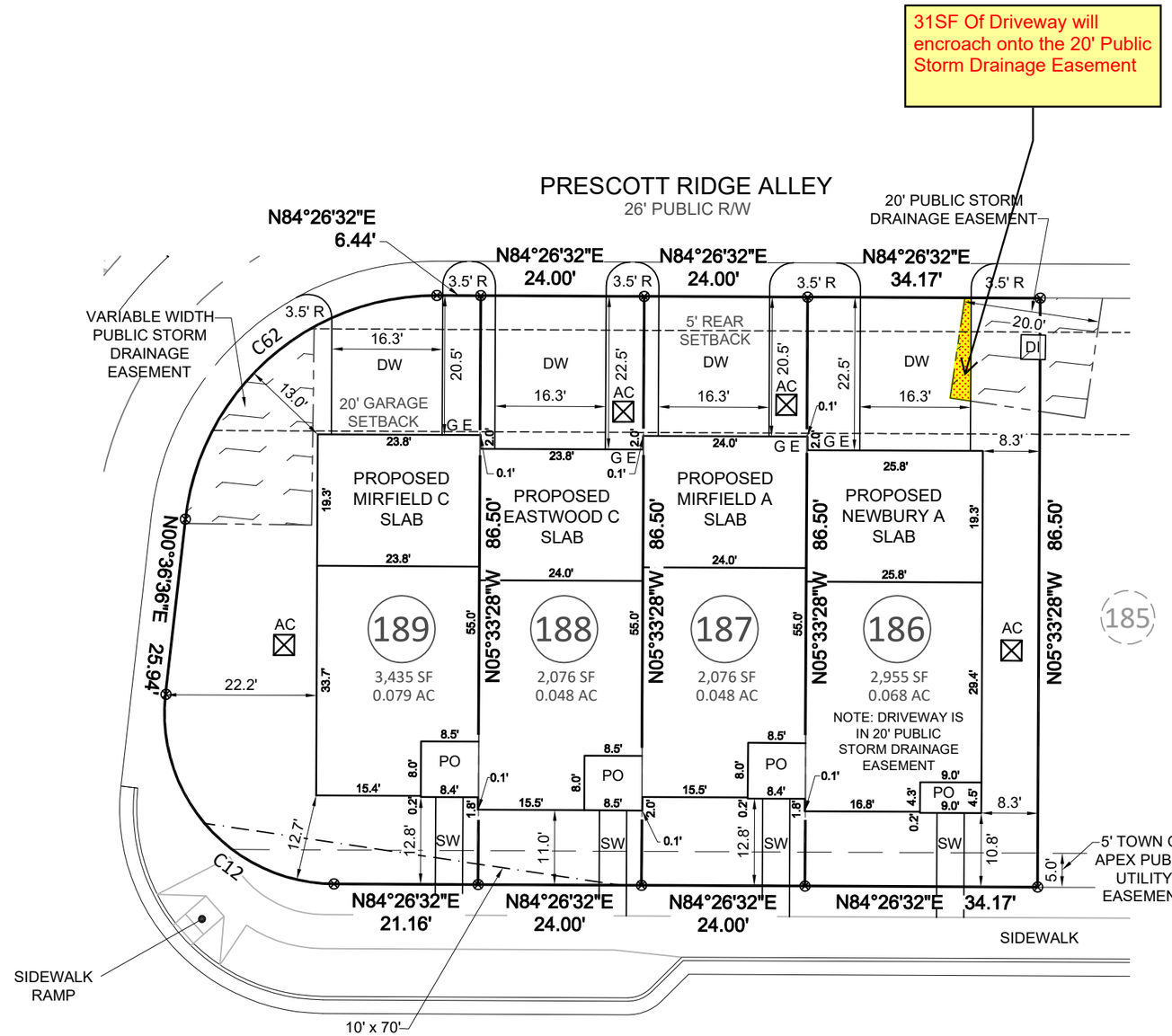
Witness my hand and official stamp or seal, this _____ day of _____, 2023.

_____
[Signature of Notary Public] *(Seal)*

My Commission Expires: _____

EXHIBIT A

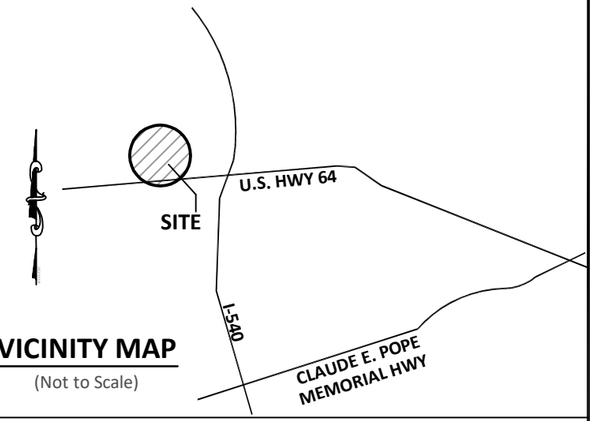
CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C12	25.00'	41.96'	S47°28'26"E	37.21'
C62	37.00'	54.14'	N42°31'34"E	49.44'



0 10 20

SCALE:
1" = 20 ft.

Bateman Civil Survey Company
Engineers • Surveyors • Planners
2524 Reliance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1081
www.batemancivilsurvey.com info@batemancivilsurvey.com
NCBELS Firm No. C-2378



VICINITY MAP
(Not to Scale)

NOTE:
THIS MAY NOT BE A CERTIFIED SURVERY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

TOWNES AT WESTFORD PH. 3B - LOTS 190-193
WIMBERLY ROAD, APEX, NC
WHITE OAK TOWNSHIP, WAKE COUNTY

DATE: 10/27/21 DRAWN BY: ALT CHECKED BY: SPC

REFERENCE: BM 2021, PG. 1565-1569 BCS# 190363 SCALE: 1" = 20'

P:\2019 Projects\190363 Townes at Westford\dwg\190363 WESTFORD PH 3 B.dwg, 10/28/2022 4:21:18 PM, Foxit Reader PDF Printer

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Angela Reincke, Parks Planning Project Manager

Department(s): Parks, Recreation, and Cultural Resources

Requested Motion

Motion to adopt a Memorandum of Understanding for the Joint Re-development and Use of a Town Facility and to authorize the Town Manager to execute the agreement.

Approval Recommended?

Yes

Item Details

The proposed Memorandum of Understanding sets forth terms and understandings for the redevelopment of an existing Town park facility for use as a multi-functional sports court which will provide area youth and adults new and expanded programming and open play opportunities.

Attachments

- Attachment A: ACP Memorandum of Understanding

STATE OF NORTH CAROLINA	)	MEMORANDUM OF UNDERSTANDING
	)	FOR JOINT RE-DEVELOPMENT AND
COUNTY OF WAKE	)	USE OF TOWN FACILITY

This Agreement, entered into the_____day of January, 2023, by and between the Town of Apex (the "**Town**"), a North Carolina municipal corporation, and Hurricanes Hockey, LP ("**Sponsor**"), a Delaware limited partnership, (together referred to as the "**Parties**") hereby sets forth the following terms and understandings of the Parties with respect to this memorandum of understanding for the redevelopment and joint use of a Town recreational facility, (the "**MOU**.")

WHEREAS, the Town operates a Parks, Recreation, and Cultural Resources Department pursuant to Article 18 of N.C.G.S. § 160A for the purpose of providing recreational opportunities both athletic and cultural to people of all ages, and to effectively accomplish these goals enters into contracts with private entities to provide a wide selection of opportunities for the citizens of Apex and the surrounding areas; and,

WHEREAS, pursuant to N.C.G.S. § 160A-20.1, the Town is authorized to contract with private entities in order to carry out any public purpose that the city is authorized by law to engage in; and,

WHEREAS, pursuant to the Town of Apex Naming Rights Policy, the Town may enter into agreements with third parties who will further the Town's mission in serving its citizens in an effort to generate funds or in-kind support for improving or expanding Town facilities, programs, or services; and,

WHEREAS, the Town owns, maintains, and utilizes property located at 2200 Laura Duncan Road, known as Apex Community Park, comprising of approximately 162.14 acres, more or less, designated as PIN # 0752-28-9038 by the Wake County Revenue Department, and as shown on a map recorded in Book of Maps 1991, Page 0912, in the Wake County Registry ("**Apex Community Park**"), for its use and for the general use of its citizens; and,

WHEREAS, the Town does not currently own or operate a street hockey facility or offer street hockey programming to its citizens, and the Town is willing and able to redevelop one multipurpose field located within Apex Community Park into a street hockey facility (the "**Facility**") to provide for the demand in street hockey programming; and,

WHEREAS, Sponsor is a local organization which, among other things, provides hockey recreational opportunities, including street hockey, to underserved and/or disadvantaged youths and adults in the Apex area to offer them an educational, friendly, competitive, and fun hockey experience centered on skill development, personal development, and physical fitness; and,

WHEREAS, Sponsor and Town are willing and able to contribute funds for the design and construction of a new street hockey facility located at Apex Community Park; and

WHEREAS, Sponsor and Town agree to provide educational and competitive street hockey opportunities to children and adults of the Apex area each year for the term of this Agreement in a nondiscriminatory fashion and agrees to charge only those fees to its participants that are necessary for the operation of its athletic programs.

NOW THEREFORE, in consideration of the foregoing which forms the basis for the forthcoming Agreement, the Parties do hereby agree as follows:

1. **Capital Contribution by Sponsor**. Sponsor's contribution for redevelopment of the multipurpose athletic field located at Apex Community Park shall be up to $600,000. These funds shall pay for the following portions of the redevelopment project, including but not limited to, upfitting of the court area with the desired court surface, boards, goals, nets, scoreboards, penalty boxes, scoring boxes, team boxes, benches, and other accessories as necessary for street hockey programming. In addition to the monetary capital contribution, Sponsor shall provide equipment, at Sponsor's sole discretion, including but not limited to, sticks, balls, and nets.
2. **Capital Contribution by Town for Redevelopment of Licensed Property**. Town's contribution for redevelopment of the facility shall be approximately $300,000. It is estimated that $50,000 shall be allocated for design, plans, and permitting of the redevelopment project. The remaining amount shall be used for the redevelopment project, including construction of concrete walkways and plazas and the asphalt surface court area.
3. **Redevelopment of Licensed Property.** Sponsor and Town shall collaborate in creating a request for bids for designers and contractors to bid for the redevelopment of the Licensed Property. The bidding and contracting shall comply with Article 8 of Chapter 143 of the North Carolina General Statutes. The Parties shall include in the bid parameters for two courts ready for street hockey, including one court ready for multi-functional programming use for street hockey, basketball, and futsal. Additionally, the Parties shall include technology for lighting controls, broadband internet access, cameras, a public address (PA) system, and other audio and visual equipment for live-streaming events.
4. **Agreement to Create a License for Limited Exclusive Use**. A subsequent formal License Agreement shall be drawn pursuant to this MOU, which shall not be binding until such Agreement is reduced to writing, signed by an authorized agent of Sponsor, and approved by majority vote of the Town Council of Apex in an open meeting. It is contemplated by the parties that the following terms shall be necessary to include in such forthcoming License Agreement:
    a. Allocation of costs for redevelopment of the Licensed Property.
    b. Shared Use Policy delineating times at which the Town and Sponsor will enjoy exclusive use of the Licensed Property.
    c. The term of the relationship between Town and Sponsor, including provisions for renewal and termination of the agreement.
    d. Policy for Naming Rights, Branding, Signage, and Advertising Rights for Sponsor in relation to the Licensed Property.
    e. Proposed License Fee.
    f. Any Maintenance and Repair Obligations of Town and Sponsor in relation to the Licensed Property.
    g. Rights of Town and Sponsor to make improvements to the Licensed Property.
    h. Any Other Obligations of Town and Sponsor as appropriate.

5. **Termination**. This MOU shall terminate either upon execution of the License Agreement between the Parties or one (1) year after its Effective Date if no License Agreement is entered into by the Parties.
6. **No Third-Party Beneficiaries**. There shall be no Third-Party Beneficiaries to any promise, restriction, covenant, duty, or otherwise contained in this MOU or License Agreement.
7. **Governing Law and Venue**. The law governing this MOU shall be that of the State of North Carolina and the proper venue and jurisdiction for any legal dispute with respect to this MOU or the License Agreement is proper in Wake County, North Carolina.

IN WITNESS OF, THIS THE_____DAY OF_____, 2023

TOWN OF APEX, NORTH CAROLINA By:_____ Catherine Crosby, Town Manager	
ATTEST: By: _____ Allen Coleman, Town Clerk	

Sponsor

By:

Name: Don Waddell

Title: President

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Case #22CZ13 2021 N Salem St PUD, Brendie Vega, WithersRavenel, petitioner, for the property located at 2021 N Salem Street (PIN 0742891824.).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case #22CZ13 was approved at the January 24, 2023 Town Council meeting.

Attachments

- Attachment One: Statement of the Town Council and Ordinance to Amend the Official Zoning Map; Rezoning Case No. 22CZ13
- Attachment Two: Legal Description; Attachment A; Rezoning Case No. 22CZ13
- Attachment Three: Vicinity Map; Attachment B; Rezoning Case No. 22CZ13

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 6 ACRES LOCATED AT 2021 N SALEM STREET FROM RESIDENTIAL AGRICULTURAL (RA) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#22CZ13

WHEREAS, Susan R. Jewett & William C. Mann/Brendie Vega, WithersRavenel, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 2nd day of May 2022 (the "Application"). The proposed conditional zoning is designated #22CZ13;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #22CZ13 before the Planning Board on the 14th day of November 2022;

WHEREAS, the Apex Planning Board held a public hearing on the 14th day of November 2022, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #22CZ13. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 8 to 0 for the application for #22CZ13;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #22CZ13 before the Apex Town Council on the 29th day of November 2022. The public hearing was continued to January 24, 2023;

WHEREAS, the Apex Town Council held a public hearing on the 24th day of January 2023. Amanda Bunce, Current Planning Manager, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #22CZ13 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Medium Density Residential. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development (PUD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Planned Unit Development (PUD-CZ) will maintain the character and appearance of the area and provide a maximum of 6.7 dwelling units per acre, which contributes to an overall density that supports future transit within the Transit Oriented Development (TOD) context area, as adopted with Advance Apex;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will encourage compact infill development, serve future transit with the provision of a bus stop on North Salem Street, provide one affordable housing unit, provide solar systems on at least four homes, complete a sidewalk gap or pay a fee-in-lieu, and make a payment-in-lieu if the historic single-family house onsite is not preserved or relocated; and

WHEREAS, the Apex Town Council by a vote of 3 to 2 approved Application #22CZ13 rezoning the subject tract located at 2021 N Salem Street from Residential Agricultural (RA) to Planned Unit Development-Conditional Zoning (PUD-CZ).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Residential Agricultural (RA) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" 2021 N Salem St PUD which are imposed as part of this rezoning.

Section 5: 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 Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Section 6: This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member_____

Seconded by Council Member_____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the _____ day of _____ 2023.

TOWN OF APEX

_____
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Beginning at a point, said point being an existing iron pipe at the easternmost corner of Lot 8 as shown on a plat recorded in Book of Maps 1985, Page 2255 in the Wake County Registry, said point also being on the northern right of way margin of N. Salem Street as shown on said plat and having North Carolina State Plane coordinates of N=729,563.29 and E=2,047,973.17; Thence, along the eastern line of said Lot 8 N13°33’06”W, 239.13 feet to a point, said point being an existing iron pipe at the northernmost corner of said Lot 8, said point also being at the easternmost corner of Lot 9 as shown on a plat recorded in Book of Maps 1986, Page 427 in said registry; Thence, along the eastern line of said Lot 9 N13°32’12”W, 109.19 feet to a point, said point being at the northeast corner of said Lot 9, said point also being at the southeast corner of Lot 10 as shown on said Book of Maps 1986, Page 427; Thence, along the eastern line of said Lot 10 N13°32’45”W, 212.95 feet to a point, said point being an existing iron pipe on the southern line of Lot 26 as shown on a plat recorded in Book of Maps 1994, Page 1633 in said registry; Thence, along said southern line of Lot 26 S87°59’52”E, 131.75 feet to a point, said point being an existing iron pipe at the southeast corner of said Lot 26, said point also being at the southwest corner of Lot 28 as shown on said Book of Maps 1994, Page 1633; Thence, along the southern line of said Lot 28 S88°00’52”E, 176.57 feet to an existing iron pipe at the southeast corner of said Lot 28; Thence, N03°09’22”W, 59.47 feet to an existing iron pipe at the southernmost corner of Lot 29 as shown on said plat; Thence, N02°52’45”W, 89.97 feet to an existing iron pipe; Thence, S88°06’26”E, 110.25 feet to a point, said point being an iron pipe set at the southeast corner of said Lot 29, said point also being on the western line of the David H. & Rose M. Abbott tract as recorded in Book 6171, Page 674 in said registry; Thence, along said western line S02°53’46”E, 149.64 feet to an existing iron pipe; Thence, cornering and along the southern line of said Abbott tract S89°37’55”E, 412.11 feet to an existing iron pipe at the southeast corner of said Abbott tract, said point also being on said northern right of way margin of N. Salem Street; Thence, along said right of way the following courses and distances: Thence, S46°40’56”W, 159.24 feet to a point; Thence, along a curve to the right having a radius of 11,364.91 feet, an arc length of 171.93 and a chord of S48°42’54”W, 171.93 feet to a point; Thence, along a curve to the right having a radius of 3,609.06 feet, an arc length of 167.35 and a chord of S49°17’16”W, 167.33 feet to a point; Thence, along a curve to the right having a radius of 1,885.59 feet, an arc length of 168.45 and a chord of S53°33’30”W, 168.39 feet to a point; Thence, S59°10’30”W, 218.52 feet to a point; Thence, N13°33’06”W, 15.83 feet to the Place and Point of Beginning, containing an area of 263,285 square feet or 6.04 acres, more or less.

Attachment "B"

2021 N SALEM ST

PLANNED UNIT DEVELOPMENT

Apex, North Carolina

First Submittal May 2, 2022

Revisions

June 10, 2022

July 8, 2022

October 10, 2022

Planning Board – November 11, 2022

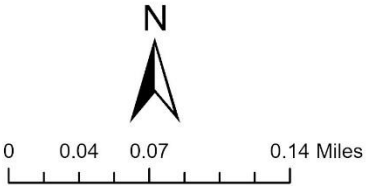
Town Council – January 16, 2023

TABLE OF CONTENTS

I. Vicinity Map 3
II. Project Information 4
III. Purpose Statement 5
IV. Permitted Uses 6
V. Proposed Conditions 6
VI. Design Controls 8
VII. Architectural Controls 9
VIII. Signage 9
IX. Parking and Loading 9
X. Environmental Advisory Board Recommendations 9
XI. Natural Resource and Environmental Data 10
XII. Stormwater Management 11
XIII. Public Facilities Requirements 11
XIV. Phasing 12
XV. Affordable Housing 12
XVI. Consistency with Advance Apex 2045 13
XVII. Consistency with the UDO 13
XVIII. Consistency with Thoroughfare and Collector Street Plan Map 13
XIX. Consistency with the Parks & Recreation Master Plan 14
XX. Consistency with the Bicycle and Pedestrian System Plan 14

I. VICINITY MAP

N. Salem St. Parcel



II. PROJECT INFORMATION

Project	2021 N Salem St. PUD
PIN	0742891824
Preparer Information	WithersRavenel 115 MacKenan Drive Cary, NC 27511 Brendie Vega, AICP, CNU-A Ed Tang, PE P: 919.469.3340 bvega@withersravenel.com etang@withersravenel.com
Attorney	Morningstar Law Group Jason Barron jbarron@morningstarlawgroup.com
Current Zoning Designation	Residential Agriculture (RA)
Proposed Zoning Designation	Planned Unit Development (PUD-CZ)
Current 2045 Land Use Map Designation	Medium Density Residential
Area of Tract	6.00 acres

III. PURPOSE STATEMENT

A. Unified Development Ordinance (UDO) Sections 2.3.4.F.1.

- The PD Plan encourages cluster and compact development to the greatest extent possible. The PD plan will provide the required right-of-way dedication to the recently adopted amendment for a 3-lane section along North Salem Street. The layout provides one point of access to N. Salem St. and a stub to the eastern parcel which remains a single-family, large lot residential home. The internal pedestrian network will connect to the sidewalk provided along N. Salem St.
- The development is compatible in character with the townhomes in the area with a density between 3-7 dwelling units per acre.
- The site is near several commercial areas which allow future residents to access many necessities while minimizing vehicle trips traveled and trip length.
- The PD Plan proposes architectural standards that are exceptional and provide high-quality design wile incorporating energy saving features.

B. Conditional Zoning Standards - UDO Sections 2.3.3.F.1-10

- The PUD Plan is consistent with the 2045 Land Use Map, which has identified this area as Medium Density Residential which allows for single-family homes, duplexes, and townhouses. The proposed conditions maintain the density within the 3-7 dwelling units per acre range required by the zoning district.
- The proposed development is adjacent to existing single-family neighborhood to the west, Salem Woods, and subdivisions to the northeast; Salem Pointe and Ellington Place to the east. Therefore, the proposed development is consistent with the developing residential character of the area.
- The zoning district supplemental standards do not apply to the uses in this proposed development.
- Adverse impacts will be minimal since there are currently similar residences in the surrounding area that are served by the Town.
- The proposed District will meet or exceed the Town's requirements which are meant to protect the health, safety, and welfare of the Town and ETJ residents.
- There will be no substantial detriment to the adjacent properties. The addition of residential at a slightly higher density than what is existing will not be a substantial detriment to adjacent properties.
- The use will not constitute a nuisance or hazard as residential uses are inherently intended for the use, enjoyment, and safety of residents in their homes.
- The proposed Conditional Zoning district use will meet or exceed the applicable provisions of the Ordinance except where noted in this document and as permitted by the Conditional Zoning process.

IV. PERMITTED USES

The rezoned lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

- Townhouse
- Accessory apartment
- Utility, Minor
- Park, Active
- Park, Passive

V. PROPOSED CONDITIONS

1. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.
2. The development shall provide an amenity pad and lighting consistent with the Town of Apex standards to accommodate a future bus stop and shelter along the North Salem Street frontage. The location of the bus stop along the project's frontage is subject to review and approval by the Town of Apex and NCDOT. Additional right-of-way dedication required to accommodate the bus stop will be determined at time of subdivision plan. If additional right-of-way is required, it may encroach into the required buffer and shall not impact the site's calculation of RCA.
3. The project shall use pervious pavement where practicable in shared parking areas when parking maximums are exceeded.
4. A minimum of 2 signs shall be installed at the boundary of a wooded or natural condition resource conservation area (RCA) indicating that the area around the sign is RCA and is not to be disturbed.
5. Prior to platting the 10th lot in the neighborhood, the Developer will extend a 5' sidewalk approximately 250 feet along the north side of N. Salem St (2161 N Salem St) to the western limits of existing sidewalk at the Salem Pointe Subdivision. Developer will attempt to obtain the required right-of-way and/or easements for construction of this sidewalk from the property owners of 2161 N Salem St. If the required right-of-way and/or easements cannot be obtained by that time, a Fee-in-Lieu in the amount of 125% of the estimated cost of construction plus fair market value of the property to be acquired, shall be assessed. Any performance guarantee provided for this section of sidewalk shall be released upon acceptance of said fee-in-lieu by the Town.
6. The exterior lighting for all non-residential buildings, parking lots, and amenity areas shall be LED fixtures.
7. Consistent with International Dark Sky Standards, fixtures for non-residential buildings will be full cutoff LED fixtures that have a maximum color temperature of 3000K.

8. A minimum 4kW solar PV system shall be installed on at least four (4) homes within the development. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being issued for the development. The lots on which these homes are located shall be identified on Master Subdivision Final Plat, which may be amended from time to time.

9. Existing deciduous trees greater than 18" in diameter (DBH), as identified in the tree survey, that are removed by site development shall be replaced by planting a 1.5" caliper native tree from the Town of Apex Design and Development Manual.

10. Historic Structures. In lieu of the requirements of Section 2.3.6.C.2.b, the following shall apply to any historic structures located on the property:

    a. The existing home that is located on the property is not required to be saved. Instead, a payment-in-lieu in the amount of $100,000 shall be made to the Town to further historic preservation of other historic structures in the Town including, without limitation, the Tunstall House;

    b. The tobacco barn and washhouse that have been identified as contributing structures shall be preserved in accordance with the requirements of Section 2.3.6.C.2.b; and

    c. The stone face on the portico of the existing home shall be saved by the developer and adaptively reused on the property, either to be included as part of the subdivision signage otherwise.

VI. DESIGN CONTROLS

A. Intensity and Density

Maximum Density	6.7 dwelling units per acre		
Maximum Dwelling Units	40		
Maximum Building Height	42 ft; 2 stories maximum		
Setbacks, Townhouses	Front: 19 ft from garage to lot line and 20ft from garage to back of sidewalk	Side: 5 ft Corner Side: 10 ft Building to Building: 10 ft	Rear: 10 ft
Minimum Lot Width	18 ft		
Maximum Built Upon Area Permitted	70%		
Maximum Built Upon Area Proposed	Up to 70%		

B. Perimeter Buffers

North	20 ft Type B
South (N. Salem St.)	30 ft Undisturbed Type B* 50 ft Disturbed Type B *
East	20 ft Type B
West	20 ft Type B

*An encroachment into the buffer may be required for a Town of Apex bus stop. If an encroachment is required, the encroachment into the buffer shall continue to be counted as buffer and RCA for purposes of meeting the UDO and Conditional Zoning.

VII. ARCHITECTURAL CONTROLS

Townhouses

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details, or carriage-style adornments on them.
4. Building facades shall have horizontal relief achieved by the use of recesses and projections.
5. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
6. The visible side of a townhome on a corner lot facing the public street shall contain a decorative element such as, but not limited to, the following elements:
    - Windows
    - Trim around the windows
    - Decorative air vents on gable
    - Decorative gable

VIII. SIGNAGE

All signage in the N. Salem St. PUD will comply with the requirements in Section 8.7 of the Town of Apex UDO.

IX. PARKING AND LOADING

The parking requirements of the Town of Apex UDO Section 8.3 will be met.

X. ENVIRONMENTAL ADVISORY BOARD RECOMMENDATIONS

The 2021 N. Salem St. PUD was heard at the EAB on April 21, 2022. The applicant has agreed to the following conditions:

Water Quality

The project shall install one (1) sign to reduce pet waste per SCM, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.

The project shall install at least one (1) sign per SCM about not using fertilizer near an SCM drainage area. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.

The project shall use pervious pavement where practicable in shared parking areas when parking maximums are exceeded.

Planting and Landscaping

The project shall ensure that at least 75% of the landscaping shall be native species. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.

The project shall plant warm season grasses in order to minimize the need for irrigation and chemical use.

A minimum of 4 native hardwood tree species shall be used for the landscaping on site.

A minimum of 2 signs shall be installed at the boundary of a wooded or natural condition resource conservation area (RCA) indicating that the area around the sign is RCA and is not to be disturbed.

Waste Reduction

The project shall install at least one (1) pet waste station per SCM, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways or side paths.

Clean Energy

All homes shall be pre-configured with conduit for a solar energy system.

XI. NATURAL RESOURCE AND ENVIRONMENTAL DATA

A. Watershed

The property in the PD Plan is located in the Primary Overlay District and the Williams Creek Basin (Neuse River Basin).

B. FEMA Floodplain

No regulatory FEMA mapped floodplain exists on site.

C. Resource Conservation Area

The site is subject to the Resource Conservation Area requirements outlined in the Town of Apex UDO in Section 8.1. A minimum of 20% of the overall site area will be set aside to satisfy the requirements for the resource conservation area (RCA) upon subdivision plan submittal.

D. Cultural Resources

According to the North Carolina Historic Preservation Office's records, the subject site does contain historic structures. The applicant met with Capital Area Preservation (CAP) staff on site to assess the structures on the property. Several historic structures were found, including a 1930's Tudor style home, barns, and sheds. The Tudor home has been vandalized and appears to have significant structural damage.

XII. STORMWATER MANAGEMENT

The proposed development will meet the standard requirements set forth in the UDO by the Town of Apex.

XIII. PUBLIC FACILITIES REQUIREMENTS

A. Sanitary Sewer Service

Sewer is available at an outfall at the tributary of the Williams Creek outfall that runs through the Town of Apex ROW on N. Salem St. The nearest pump station is located approximately 0.5 miles away at Apex Community Park.

A capacity study shall be provided during Construction Drawing submittal.

B. Water Service

Extension of water shall be provided to the proposed development with access to water 12" water line on N. Salem St.

C. Gas and Electric Service

Electric services will be extended to the site. If natural gas is available, it will be extended to the site.

D. Roadways

The subdivision will have an internal public roadway network. The transportation system shall be consistent with the Town of Apex Transportation Plan and the Town of Apex Standard Specifications and Standard Details.

Development frontage improvements along North Salem Street shall be constructed based on a minimum 41' back-to-back curb and gutter 3-lane thoroughfare on minimum 80' right-of-way (40' from roadway center line) with 5' sidewalk. A maximum of one (1) access point shall be proposed on North Salem Street, to be located a minimum of 500 feet east of Greenlea Drive, subject to Apex and NCDOT review and approval.

A center left turn lane shall be extended along the property frontage between Greenlea Drive and the Economy Exterminators Driveway and provide a left turn lane for access to the development, subject to Apex and NCDOT review and approval.

E. Transit

The proposed site exists along, though not within, the Transit Oriented Development Context Area as outlined in the Advance Apex 2045 Transportation Plan. Additionally, the proposed site is along the future Apex-Cary Express (ACX) bus and commuter rail lines. The nearest transit stop for the local GoApex Route 1 is proposed to be located at the intersection of N Salem St. and Apex Peakway.

A bus stop, subject to review and approval by the Town of Apex and NCDOT, will be located along the frontage of the PUD to accommodate a future stop for the ACX.

F. Pedestrian Facilities

A minimum 5' sidewalk shall be provided along the frontage of N Salem St., in accordance with the Transportation Plan & UDO.

Sidewalks shall be provided on both sides of all internal streets, including cul-de-sac(s).

G. Parks and Recreation Dedication

A fee-in-lieu of dedication will be provided per UDO Section 14.1.2 Exemptions.

XIV. PHASING

The site is anticipated to be completed in one phase.

XV. AFFORDABLE HOUSING

Of the forty (40) permitted townhouse dwellings, at least one (1) residential restricted median-income affordable housing townhouse ownership units (Affordable Housing Units) shall be constructed on-site and sold at a mutually agreeable maximum affordable housing median-income ownership initial sales price (includes unit price and lot price) that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Unit shall be occupied by low or median-income households earning no more than one-hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against each Affordable Housing Unit concurrently at the close of escrow upon the sale of each Affordable Housing Unit to memorialize the affordable housing terms and conditions. The Affordable Housing Unit lot shall be identified on the Master Subdivision Final Plat, which may

be amended from time to time. A restrictive covenant (i.e. affordable housing agreement) between the Town and Applicant shall be recorded against the Affordable Housing Unit lot prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer. Developer will be responsible for performing marketing, applicant screening and selection process and management of the Affordable Housing Units during the affordability period with oversight and support provided by Town staff.

XVI. CONSISTENCY WITH ADVANCE APEX 2045

The proposed development is consistent with the Advance Apex 2045 Plan and Future Land Use Map.

The Apex 2045 Future Land Use Map identifies the subject parcels as Medium Density Residential. Medium Density Residential lands are characterized by single-family homes, duplexes, quadplexes, and townhomes with densities no less than three (3) and no more than seven (7) dwelling units per acre. Medium Density Residential provides a transition from the more urbanized areas of Apex to low-density neighborhoods.

The proposed density of 6.7 dwelling units per acre meet the Medium Density Residential standards. The proposed townhome use also meets the Medium Density Residential standards. Lastly, if established, the proposed development will soften the land use transition between large rural lands and residential neighborhoods and commercial areas.

XVII. CONSISTENCY WITH THE UDO

The proposed development is consistent with all applicable requirements of the Town of Apex UDO.

XVIII. CONSISTENCY WITH THOROUGHFARE AND COLLECTOR STREET PLAN MAP

The proposed development will be consistent with the Thoroughfare and Collector Street Plan.

XIX. CONSISTENCY WITH THE PARKS & RECREATION MASTER PLAN

The proposed development is in the extraterritorial jurisdiction and is not located within any future Parks & Recreation trails or projects.

XX. CONSISTENCY WITH THE BICYCLE AND PEDESTRIAN SYSTEM PLAN

The proposed development will comply with the BPS Plan.

PLANNED UNIT DEVELOPMENT

2021 N. SALEM STREET

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

1ST SUBMITTAL: MAY 2, 2022
2ND SUBMITTAL: JUNE 10, 2022
3RD SUBMITTAL: JULY 8, 2022
PLANNING BOARD SUBMITTAL: JULY 25, 2022

PLANNED UNIT DEVELOPMENT
FOR: 2021 N. SALEM
WR PROJECT NO.: 022113660

SITE DATA

LAND OWNERS:	SUSAN JEWETT AND WILLIAM C. MANN 200 SINGLETON ST RALEIGH, NC 27606						
2045 LAND USE PLAN DESIGNATION	CURRENT	MEDIUM DENSITY RESIDENTIAL					
	PROPOSED	NO CHANGE					
SITE ZONING	CURRENT	RESIDENTIAL AGRICULTURAL (RA)					
	PROPOSED	PUD-CZ					
AREA OF TRACTS IN PROPOSED PUD	0742-88-1824	6.04 AC.					
REQUESTED SEWER CAPACITY	300 GPD PER DWELLING UNIT X 40 UNITS = 12,000 GPD						
PARKING REQUIREMENTS	TOWNHOMES: 2 SPACES PER UNIT PLUS 0.25 FOR GUEST PARKING						
PARKING PROVIDED	TOWNHOMES: 2 SPACES PER UNIT X 40 UNITS = 80 SPACES TOWNHOMES GUEST PARKING: 0.25 FOR GUEST PARKING X 40 UNITS = 10 SPACES TOTAL = 90 SPACES						
RESIDENTIAL DENSITY	MAXIMUM	6.7 DU/ACRE					
PROPOSED UNITS	MAXIMUM	40 UNITS					
BUILDING HEIGHT	MAXIMUM	42 FT - 2.5 STORY					
TOWNHOUSE SETBACKS	FRONT	20 FT**	REAR	10 FT	SIDE	5 FT	10 FT BUILDING TO BUILDING
	CORNER SIDE	10 FT					
WATERSHED	PROPERTY LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.						
REQUIRED RCA	20% PER UDO SECTION 8.1.2.C.4						
MAX. BUILT UPON AREA	70% IMPERVIOUS						
HISTORIC STRUCTURES	ACCORDING TO THE NORTH CAROLINA HISTORIC PRESERVATION OFFICE'S RECORDS, THE SUBJECT SITE DOES CONTAIN HISTORIC STRUCTURES.						
COMMUNITY AMENITIES	PERMANENT FEATURES MAY INCLUDE, BUT NOT LIMITED TO: FIRE PIT WITH SEATING, BENCHES ALONG PEDESTRIAN PATHWAYS, LAWN GAME SPACES, PEDESTRIAN PLAZAS WITH PLANTERS. COMMUNITY AMENITIES SHALL MEET THE REQUIREMENTS OF UDO SECTION 8.4						
SITE BUFFERS	NORTH	20' TYPE B BUFFER					
	WEST	20' TYPE B BUFFER					
	SOUTH (N. SALEM ST)	UNITS ORIENTED AWAY FROM THE STREET: 30' TYPE B BUFFER					

**19' FROM GARAGE TO LOT LINE AND 20' FROM GARAGE TO BACK OF SIDEWALK

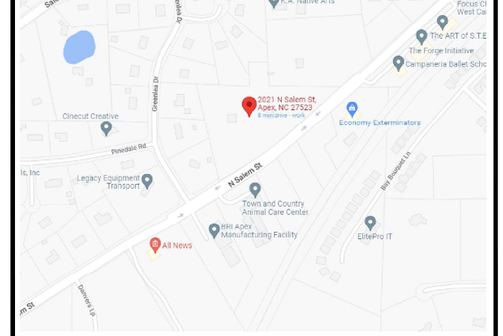
NOTE: THE PARCEL AT 2021 N. SALEM STREET DOES NOT ABUT AN EXISTING OR PLANNED PARK OR GREENWAY. PER UDO SECTION 14.1.2, THE PROPOSED SUBDIVISION MEETS THE EXEMPTION FOR SUBDIVISIONS CONTAINING 45 SINGLE FAMILY, ATTACHED UNITS OR LESS AND ONLY THE PAYMENT OF FEES-IN-LIEU SHALL FOLLOW THE PUBLISHED TOWN OF APEX FEE SCHEDULE. THE RATE OF THE FEE IS SET AT THE TIME OF TOWN COUNCIL APPROVAL OF THE REZONING, IS BASED ON A MAXIMUM OF 40 ATTACHED UNITS AND RUNS WITH THE LIFE OF THE PROJECT. IF APPROVED IN 2022, THE RATE WOULD BE $2,528.25 FOR SINGLE FAMILY ATTACHED UNITS.

SITE MAP
1"=150'

INDEX OF SHEETS

0	COVER
1	EXISTING CONDITIONS
2	CONCEPTUAL PUD PLAN
3	CONCEPTUAL UTILITY PLAN
4	CONCEPTUAL STORMWATER PLAN
5	ARCHITECTURAL ELEVATIONS

VICINITY MAP



TRANSPORTATION ZONING CONDITIONS

1. DEVELOPMENT FRONTAGE IMPROVEMENTS ON N. SALEM STREET, SHALL BE CONSTRUCTED BASED ON A MINIMUM 41' BACK TO BACK CURB AND GUTTER 3-LANE THOROUGHFARE ON A MINIMUM 80' ROW (40' FROM ROADWAY CENTERLINE) WITH 5' SIDEWALK, A MAXIMUM OF ONE (1) ACCESS POINT SHALL BE PROPOSED ON N. SALEM STREET, TO BE LOCATED A MINIMUM OF 500 FT EAST OF GREENLEA DRIVE, SUBJECT TO APEX AND NCDOT REVIEW AND APPROVAL.
2. A CENTER LEFT TURN LANE SHALL BE EXTENDED ALONG THE PROPERTY FRONTAGE BETWEEN GREENLEA DRIVE AND THE ECONOMY EXTERMINATORS DRIVEWAY AND PROVIDE A LEFT TURN LANE FOR ACCESS TO THE DEVELOPMENT, SUBJECT TO APEX AND NCDOT REVIEW AND APPROVAL.

PREPARED BY:

WithersRavenel
Engineers | Planners | Surveyors

115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

PLANNER: BRENDIE VEGA, AICP
BVEGA@WITHERSRAVENEL.COM

CIVIL ENGINEER: ED TANG, PE
ETANG@WITHERSRAVENEL.COM

DEVELOPER

BAKER RESIDENTIAL OF THE CAROLINAS
7001 WESTON PKWY, SUITE 150
CARY, NC 27513

ATTN: MARK BOWLES

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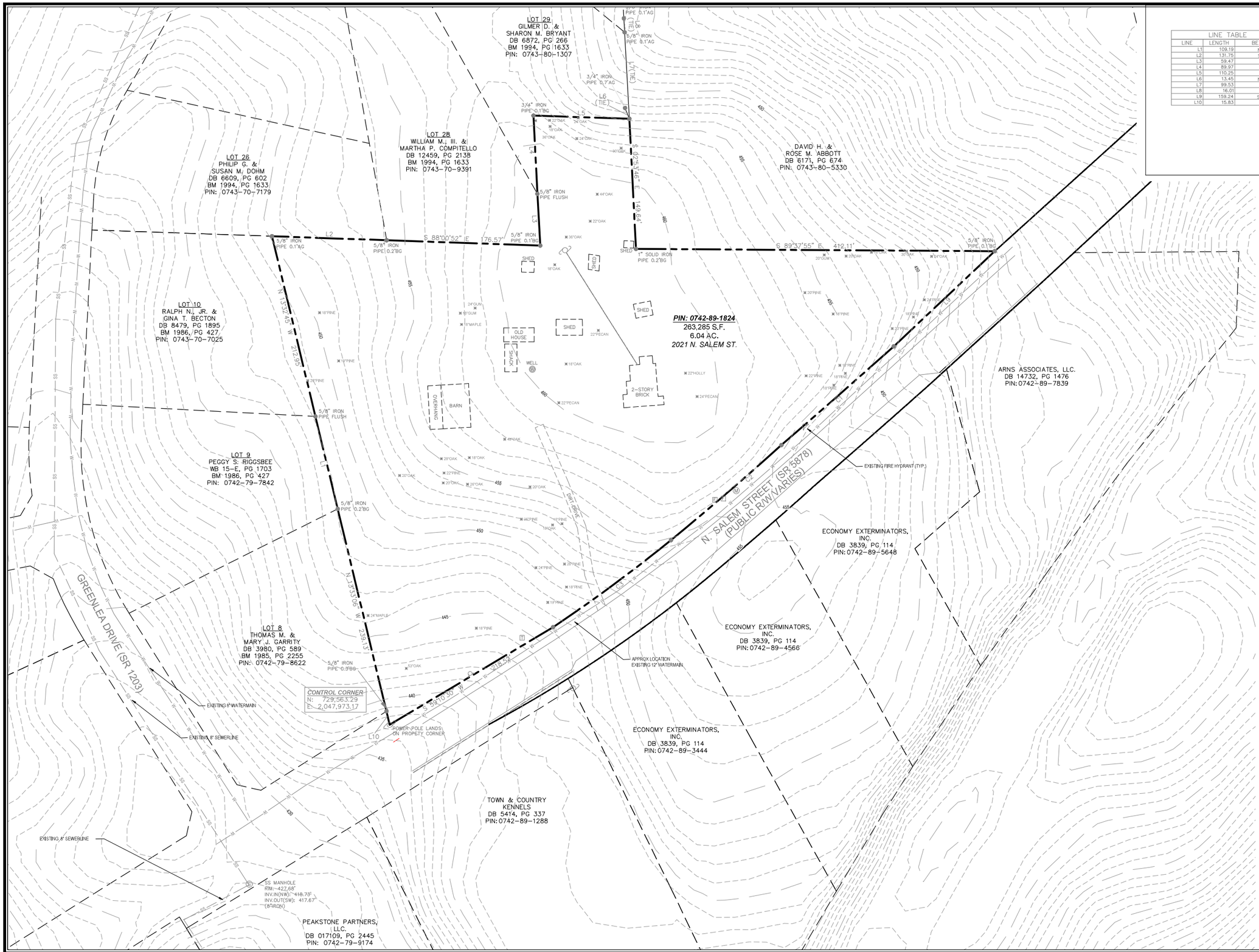

LINE TABLE		
LINE	LENGTH	BEARING
L1	109.19	N 13°30'12" W
L2	131.75	S 87°59'52" E
L3	59.47	N 3°9'22" W
L4	89.97	N 25°2'45" W
L5	110.25	S 88°8'28" E
L6	13.45	N 21°56'17" W
L7	99.53	N 3°9'10" W
L8	16.01	N 3°2'9" W
L9	159.24	S 46°40'56" W
L10	15.83	N 13°33'6" W

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	171.93	11364.91	N 48°42'54" E	171.93
C2	167.35	3609.06	N 49°17'16" E	167.33
C3	168.45	1885.59	N 53°33'30" E	168.39

ACREAGE SUMMARY

TRACT NUMBER	ACREAGE
TRACT 1	6.04 ACRES
TOTAL ACREAGE	6.04 ACRES

LINETYPES

PROPERTY LINE
ADJOINER LINE
OVERHEAD ELECTRIC — OHE —
GAS LINE — G —
FLOOD LINE
BUFFER
WATER LINE — W —
EASEMENT
GRAVEL
WETLANDS
STORM DRAIN

LEGEND and NOMENCLATURE

SYMBOLS
- Ex. iron pipe/rod or nail
- Ex. concrete monument
- New iron pipe
- Calculated point
- Cable pedestal
- Telephone pedestal
- Electric pedestal
- Fiber-optic marker
- Traffic signal box
- Water meter
- Fire hydrant
- Valve (water or gas)
- Sanitary sewer manhole
- Sanitary sewer cleanout
- Storm curb inlet
- Drainage inlet (w/ grate)
- Storm drain manhole
- Utility pole
- Lamp post
- Signal pole
- Guy wire
- Sign post

LINETYPES
- X — Fence
- OU — Overhead utility
- W — Water
- SS — Sanitary sewer
- SD — Storm drain

ABBREVIATIONS

DB	Deed Book
PB or BM	Plat Book / Book of Maps
N/F	Now or formerly
Pg.	Page
SF	Square feet
Ac.	Acres
R/W	Right-of-way
NCSR	North Carolina State Route
NCDOT	North Carolina Dept. of Transportation
R/W	Right-of-way
Ex.	Existing
RCP	Reinforced concrete pipe
PVC	Polyvinyl chloride pipe
(M)	Measured
AG	Above ground
BG	Below ground

EXISTING CONDITION NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON GIS INFORMATION, PRELIMINARY BOUNDARY SURVEY PREPARED BY NEWCOMB LAND SURVEYORS, PLLC.
2. WETLAND/STREAMS DO NOT EXIST ON THIS PROPERTY PER SPANGLER ENVIRONMENTAL SITE EVALUATION DATED DEC. 2021.
3. NO REGULATORY FEMA MAPPED FLOODPLAIN EXISTS ON SITE.
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. TREE INFORMATION PROVIDED BY NEWCOMB LAND SURVEYING.
6. ALL EXISTING STRUCTURES ON THE SUBJECT PROPERTY SHALL BE REMOVED PER TOWN OF APEX STANDARDS AND REQUIREMENTS.

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

No.	Revision	Date	By

Designer: WR	Scale: AS NOTED
Drawn By: WR	Date: 04/20/2022
Checked By: ET	Job No.: 02211366.0

2021 N. SALEM STREET PUD

APEX WAKE COUNTY NORTH CAR

EXISTING CONDITIONS

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

Sheet No. 1

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NOTES:

1. THE PROJECT WILL BE COMPLETED IN A SINGLE PHASE.
2. THE ULTIMATE CROSS SECTION OF N. SALEM STREET IS A 3 LANE THOROUGHFARE WITH 80' OF R/W. THE PROJECT WILL DEDICATE ADDITIONAL 10' OF R/W TO COMPLETE THE NEARSIDE WIDENING OF THE ROAD TO HALF THE SECTION.
3. SCM LOCATIONS SHOWN ARE CONCEPTUAL.

LOT 26
PHILIP G. &
SUSAN M. DOHM
DB 6609, PG 602
BM 1994, PG 1633
PIN: 0743-70-7179

LOT 28
WILLIAM M., III. &
MARTHA P. COMPITELLO
DB 12459, PG 2138
BM 1994, PG 1633
PIN: 0743-70-9391

DAVID H. &
ROSE M. ABBOTT
DB 6171, PG 674
PIN: 0743-80-5330

OPEN SPACE (RCA)

20' TYPE B PERIMETER BUFFER

20' TYPE B PERIMETER BUFFER

LOT 10
RALPH N., JR. &
GINA T. BECTON
DB 8479, PG 1895
BM 1986, PG 427
PIN: 0743-70-7025

SCM

LOCATION OF DRIVEWAY WILL DEPEND ON SIGHT DISTANCE AND SUBJECT TO TOWN OF APEX AND NCDOT APPROVAL

30' UNDISTURBED/ 50' DISTURBED TYPE B THOROUGHFARE BUFFER*

70' R/W

ARNS ASSOCIATES, LLC.
DB 14732, PG 1476
PIN: 0742-89-7839

TOWNHOMES
MAX. 40 UNITS

20' TYPE B PERIMETER BUFFER

LOT 9
PEGGY S. RIGGSBEE
WB 15-E, PG 1703
BM 1986, PG 427
PIN: 0742-79-7842

PROPOSED R/W LINE
10' OFF EXISTING R/W
TO MEET HALF OF THE
ULTIMATE 3 LANE CROSS
SECTION

5' SIDEWALK

60' R/W

ECONOMY EXTERMINATORS, INC.
DB 3839, PG 114
PIN: 0742-89-5648

SCM

30' UNDISTURBED/ 50' DISTURBED TYPE B THOROUGHFARE BUFFER*

N SALEM STREET
(SR 5878)

LOT 8
THOMAS M. &
MARY J. GARRITY
DB 3980, PG 589
BM 1985, PG 2255
PIN: 0742-79-8622

ECONOMY EXTERMINATORS, INC.
DB 3839, PG 114
PIN: 0742-89-4566

GREENLEA DRIVE
(SR 1203)

ECONOMY EXTERMINATORS, INC.
DB 3839, PG 114
PIN: 0742-89-3444

*This plan is for illustrative purposes only.

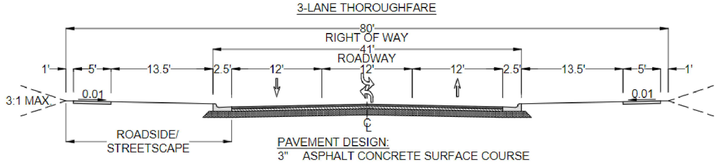
LEGEND

- PERIMETER BUFFER
- CONCEPTUAL ROAD CONNECTION
- CONCEPTUAL SCM LOCATION
- OPEN SPACE
- TOWNHOMES

NOTE: REQUIRED RCA 20% PER UDO SECTION 8.1.2.C.4

* AN ENCROACHMENT INTO THE BUFFER MAY BE REQUIRED FOR A TOWN OF APEX BUS STOP. IF AN ENCROACHMENT IS REQUIRED, THE ENCROACHMENT INTO THE BUFFER SHALL CONTINUE TO BE COUNTED AS BUFFER AND RCA FOR PURPOSES OF MEETING THE UDO AND CONDITIONAL ZONING.

3-LANE THOROUGHFARE



PAVEMENT DESIGN:
3" ASPHALT CONCRETE SURFACE COURSE
4" ASPHALT CONCRETE INTERMEDIATE COURSE
10" AGGREGATE BASE COURSE

0' 40' 80'
1 inch = 40 feet

No.	Revision	Date	By

Designer: WR	Scale: AS NOTED
Drawn By: WR	Date: 07/29/2022
Checked By: ET	Job No.: 02211366.0

2021 N. SALEM STREET PUD

APEX WAKE COUNTY NORTH CAROLINA

CONCEPTUAL PUD & PHASING PLAN

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

Sheet No. 2

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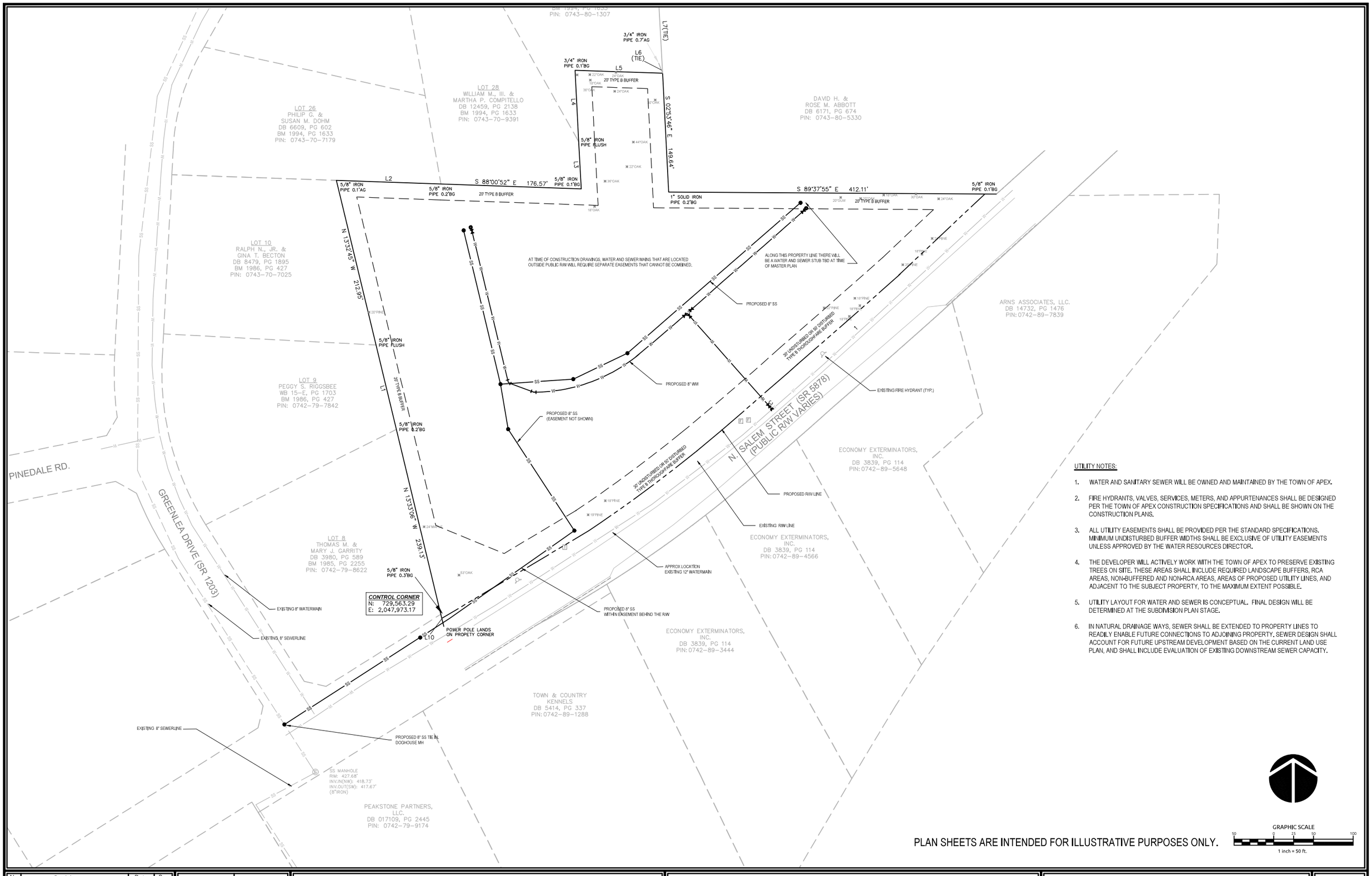


UTILITY NOTES:

1. WATER AND SANITARY SEWER WILL BE OWNED AND MAINTAINED BY THE TOWN OF APEX.
2. FIRE HYDRANTS, VALVES, SERVICES, METERS, AND APPURTENANCES SHALL BE DESIGNED PER THE TOWN OF APEX CONSTRUCTION SPECIFICATIONS AND SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
3. ALL UTILITY EASEMENTS SHALL BE PROVIDED PER THE STANDARD SPECIFICATIONS. MINIMUM UNDISTURBED BUFFER WIDTHS SHALL BE EXCLUSIVE OF UTILITY EASEMENTS UNLESS APPROVED BY THE WATER RESOURCES DIRECTOR.
4. THE DEVELOPER WILL ACTIVELY WORK WITH THE TOWN OF APEX TO PRESERVE EXISTING TREES ON SITE. THESE AREAS SHALL INCLUDE REQUIRED LANDSCAPE BUFFERS, RCA AREAS, NON-BUFFERED AND NON-RCA AREAS, AREAS OF PROPOSED UTILITY LINES, AND ADJACENT TO THE SUBJECT PROPERTY, TO THE MAXIMUM EXTENT POSSIBLE.
5. UTILITY LAYOUT FOR WATER AND SEWER IS CONCEPTUAL. FINAL DESIGN WILL BE DETERMINED AT THE SUBDIVISION PLAN STAGE.
6. IN NATURAL DRAINAGE WAYS, SEWER SHALL BE EXTENDED TO PROPERTY LINES TO READILY ENABLE FUTURE CONNECTIONS TO ADJOINING PROPERTY. SEWER DESIGN SHALL ACCOUNT FOR FUTURE UPSTREAM DEVELOPMENT BASED ON THE CURRENT LAND USE PLAN, AND SHALL INCLUDE EVALUATION OF EXISTING DOWNSTREAM SEWER CAPACITY.

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY.

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

No.	Revision	Date	By

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2022
Checked By	ET	Job No.	02211366.0

2021 N. SALEM STREET PUD

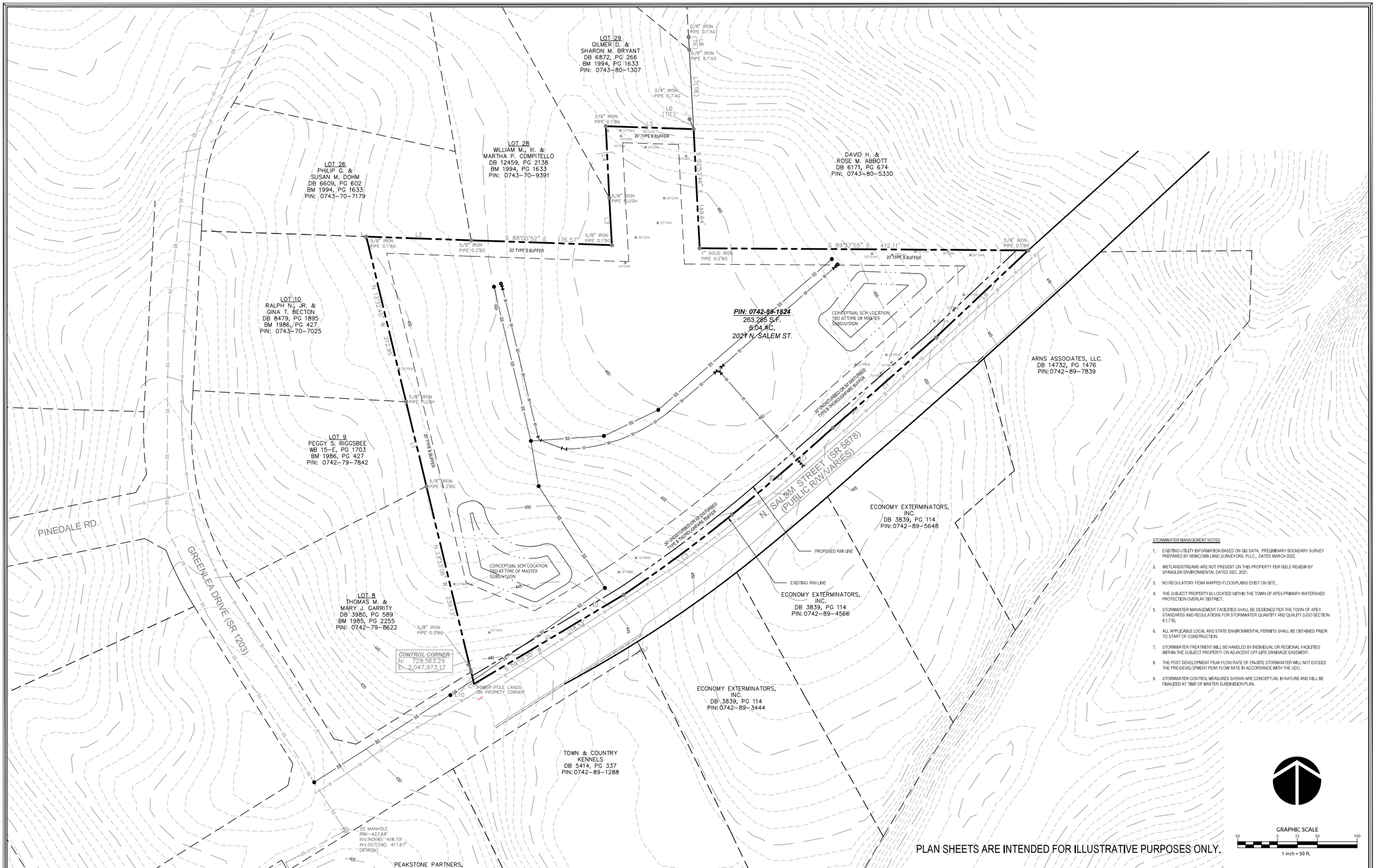
APEX WAKE COUNTY NORTH CAR

CONCEPTUAL UTILITY PLAN

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

Sheet No. 3

K:\2021\-19900\19366-Salem Residential & Townhomes\Civil\CAD\Drawing Sets\PLOT PLANS\Conceptual Utility Plan.dwg, Wednesday, July 6, 2022 8:08:17 AM, ANGEL ED



No.	Revision	Date	By

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	04/20/2022
Checked By	ET	Job No.	02211366.0

2021 N. SALEM STREET PUD

APEX WAKE COUNTY NORTH CAR

CONCEPTUAL STORMWATER PLAN

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

Sheet No. 4

TYPICAL FRONT LOAD TOWNHOME ELEVATIONS

ELEVATIONS ARE INTENED FOR ILLUSTRATIVE USE ONLY

No.	Revision	Date	By

Designer	WR
Scale	AS NOTED
Drawn By	WR
Date	04/20/2022
Checked By	ET
Job No.	02211366.0

2021 N. SALEM STREET PUD

APEX WAKE COUNTY NORTH CAR

ARCHITECTURAL ELEVATIONS

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

Sheet No.
5

K:\02\01\02211366\Design Phase\Arch & Sales\SKETCH PLANS\Concept Plan\ELEVATIONS\Front Load Townhome Elevations.dwg, Thursday, June 2, 2022 10:51:39 PM, T.MCG, ED

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the February 28, 2023 Town Council meeting regarding Rezoning Application #22CZ19 The Heights PUD. The applicant, Charm City Developers, LLC, seeks to rezone approximately 1.34 acres from High Density Single-Family (HDSF) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 406 S. Salem Street, 0 Harwood Street, and 0 First Street.

Approval Recommended?

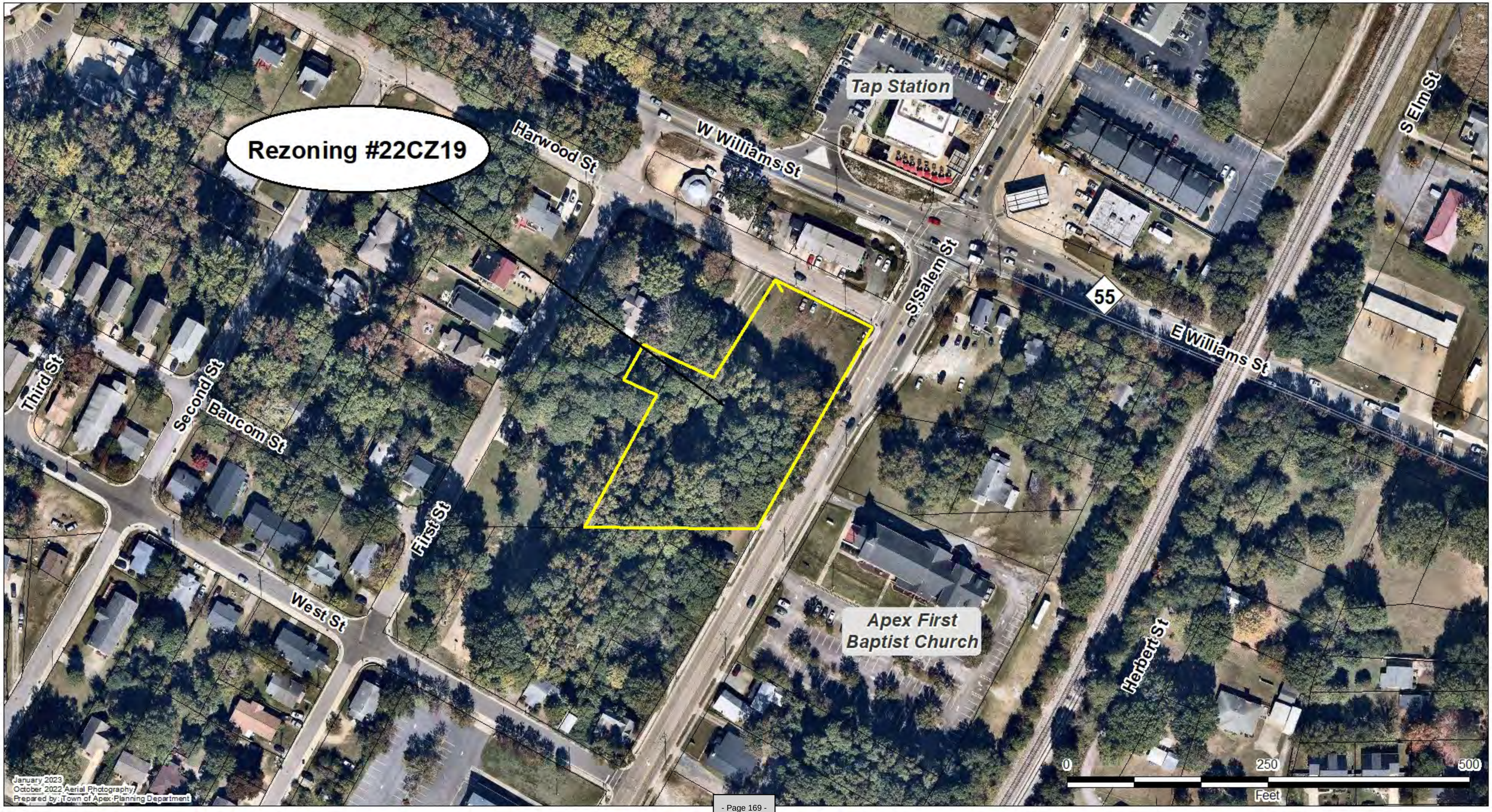
The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0741390442, 0741299306, and 0741298458 (portion of).

Attachments

- Attachment A: Vicinity Map; Rezoning No. 22CZ19 – The Heights PUD
- Attachment B: Application; Rezoning No. 22CZ19 – The Heights PUD


Rezoning #22CZ19
Harwood St
W Williams St
Tap Station
S Elm St
S Salem St
55
E Williams St
Third St
Second St
Baucom St
First St
West St
Apex First
Baptist Church
Herbert St
January 2023
October 2022 Aerial Photography
Prepared by: Town of Apex Planning Department
0
250
500
Feet

PLANNED UNIT DEVELOPMENT APPLICATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 22CZ19 Submittal Date: 9/1/2022

Fee Paid $ Check #

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: The Heights

Address(es): 406 S. Salem St, 0 Harwood St, 0 First St

PIN(s) 0741-39-0442, 0741-29-9306, 0741-29-8458

Acreage: 1.33

Current Zoning: HD-SF Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Office Employment

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☐ No ■

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage:

Area proposed as non-residential development: Acreage:

Percent of mixed use area proposed as non-residential: Percent:

Applicant Information

Name: Charm City Developers, LLC

Address: 4201 Taylor Hall Place

City: Chapel Hill State: NC Zip: 27517

Phone: 919-703-6203 E-mail: andrew.ross@floyddevelopment.com

Owner Information

Name: KC2 Holdings LLC; FMR Investments LLC; Anfield Enterprises LLC

Address: 218 Edinburgh Dr; 341 Kilmayne Dr, Ste 201; 401 W Hargett St, Apt S623

City: Cary; Cary; Raleigh State: NC Zip: 27511; 27511; 27603

Phone: E-mail: andrew.ross@floyddevelopment.com

Agent Information

Name: Jones & Cnossen Engineering, PLLC

Address: 221 N. Salem St., Suite 001

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 E-mail: patrick@jonescnossen.com

Other contacts:

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 22CZ19 Submittal Date: 9/1/2022

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met be the proposed rezoning.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposed rezoning would amend the 2045 Land Use Map to designate this parcel as High Density Residential, which we believe is appropriate given its location, due to the goals and objectives of the Town of Apex Downtown Plan to bring more high density residential within a 10-minute walk radius of Downtown.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed zoning is compatible with the surrounding future land uses, as the S. Salem neighborhood is in the heart of the Transit-oriented Development context area. The long-term vision of the Downtown Plan shows this area with a restaurant, hotel, offices, retail, as well as the Multi-modal Transit Center directly adjacent.

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

The design will minimize adverse impact for several reasons. As this is being proposed as residential rather than commercial, the amount of traffic should be minimized. Trash is planned to be stored within an internal trash room, so odors and aesthetic nuisances can be avoided. Traffic circulation shall be provided to help with service delivery flow.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

This site will attempt to improve a current stormwater problem, where runoff from S. Salem Street outlets to a submerged hole in the ground onsite, creating a cesspool of presumably contaminated water. This project would attempt to re-route this drainage network towards the natural low point in the property.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

This site has access to multiple existing streets, has adequate property frontage, and will have internal circulation to provide sufficient accessibility for public facilities. This site has good access to public infrastructure, and should not have adverse impacts to parks or roads.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The proposed development would provide a number of dwelling units within the 10-minute walk radius of Downtown Apex, which has many employment opportunities and parks, giving its residents an opportunity for a healthy, live-work-play lifestyle.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The site is currently within a residential neighborhood, bordering a business district. Because of this, we believe the proposed high-density residential use should not be detrimental to current surrounding land uses.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The traffic associated with this development would be contained within the parking lot for the residential building. Circulation will be provided to help with traffic flow, and a right-out only access is proposed along S. Salem St, so there would not be any concern of traffic backing up onto S. Salem St.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

This proposed rezoning is within the Small Town Character Overlay District, and as such, much of the design criteria laid out in the PUD document reflects this overlay district. Some deviations to these standards are proposed within this PUD, but we believe there is sound justification for these. If anything is not specifically noted with this PUD proposal, then it shall comply with the standard ordinances found in the UDO.

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at an existing iron pipe (with witness marker) located North 27° 52' 43" West, 16.67 feet from a 6" nail set having NAD 83 (2011) coordinate values of North 719,554.29 feet, East 2,043,074.17 feet; thence South 63° 38' 29" East, 134.36 feet to an iron pipe set; thence South 29° 48' 10" West, 288.45 feet to a magnetic nail set; thence North 89° 25' 43" West, 170.27 feet to an existing concrete monument; thence North 89° 26' 05" West, 44.39 feet to an existing iron pipe (with T-post witness); thence North 28° 47' 11" East, 186.97 feet to an existing iron pipe (with T-post witness); thence North 64° 02' 41" West, 40.46 feet to a point; thence North 29° 16' 05" East, 49.71 feet to a point; thence South 63° 55' 16" East, 40.65 feet to an existing concrete monument; thence South 65° 13' 18" East, 50.56 feet to an existing concrete monument; thence North 32° 21' 21" East, 144.34 feet to the BEGINNING, containing 1.333 total acres (58,070 square feet) more or less.

The sole purpose of this description is to define the Planned Unit Development Boundary and for no other use.

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 22CZ19 Submittal Date: 9/1/2022

Fee for Initial Submittal: No Charge Fee for Name Change after Approval: $500*

Purpose

To provide a consistent and clearly stated procedure for the naming of subdivisions and/or developments and entrance roadways (in conjunction with *Town of Apex Address Policy*) so as to allow developers to define and associate the theme or aesthetics of their project(s) while maintaining the Town's commitment to preserving the quality of life and safety for all residents of Apex proper and extraterritorial jurisdiction.

Guidelines

- ✓ The subdivision/development name shall not duplicate, resemble, or present confusion with an existing subdivision/development within Apex corporate limits or extraterritorial jurisdiction except for the extension of an existing subdivision/development of similar or same name that shares a continuous roadway.
- ✓ The subdivision/development name shall not resemble an existing street name within Apex corporate limits or extraterritorial jurisdiction unless the roadway is a part of the subdivision/development or provides access to the main entrance.
- ✓ The entrance roadway of a proposed subdivision/development shall contain the name of the subdivision/development where this name does not conflict with the Town of Apex *Road Name Approval Application* and *Town of Apex Address Policy* guidelines.
- ✓ The name "Apex" shall be excluded from any new subdivision/development name.
- ✓ Descriptive words that are commonly used by existing developments will be scrutinized more seriously in order to limit confusion and encourage distinctiveness. A list of commonly used descriptive words in Apex's jurisdiction is found below.
- ✓ The proposed subdivision/development name must be requested, reviewed and approved during preliminary review by the Town.
- ✓ A $500.00 fee will be assessed to the developer if a subdivision/development name change is requested after official submittal of the project to the Town.*

*The imposed fee offsets the cost of administrative changes required to alleviate any confusion for the applicant, Planning staff, other Town departments, decision-making bodies, concerned utility companies and other interested parties. There is no charge for the initial name submittal.

Existing Development Titles, Recurring

	Residential	Non-Residential
10 or more	Creek, Farm(s), Village(s),	Center/Centre
6 to 9	Crossing(s), Park, Ridge, Wood(s)	Commons, Park
3 to 5	Acres, Estates, Glen(s), Green•, Hills	Crossing(s), Plaza, Station, Village(s)

•excludes names with Green Level

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 22CZ19 Submittal Date: 9/1/2022

Proposed Subdivision/Development Information

Description of location: 406 S Salem St.

Nearest intersecting roads: S. Salem St and Harwood St

Wake County PIN(s): 0741-39-0442, 0741-29-9306, 0741-29-8458

Township: White Oak

Contact Information (as appropriate)

Contact person: Jones & Cnossen Engineering, PLLC - Patrick Kiernan

Phone number: 919-387-1174 Fax number: 919-387-3375

Address: 221 N. Salem St., Suite 001, Apex NC 27502

E-mail address: patrick@joenscnossen.com

Owner: KC2 Holdings LLC; FMR Investments LLC; Andfield Enterprises LLC

Phone number: Fax number:

Address: 218 Edinburgh Dr, Cary NC 27511; 341 Kilmayne Dr, Ste 201, Cary NC 27511; 401 Hargett St, Apt S623 Raleigh NC 27603

E-mail address: andrew.ross@floyddevelopment.com

Proposed Subdivision/Development Name

1st Choice: The Heights

2nd Choice *(Optional)*: Southside Flats

Town of Apex Staff Approval:

Town of Apex Planning Department Staff 1/19/2023 Date

AGENT AUTHORIZATION FORM

Application #: 22CZ19 Submittal Date: 9/1/2022

FMR Investments LLC is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 406 S Salem St, Apex NC 27502

The agent for this project is: Jones & Cnossen Engineering, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Patrick Kiernan

Address: 221 N Salem St, Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescnossen.com

Signature(s) of Owner(s)*

manager

Andrew Ross — 8-18-2022

Type or print name — Date

_____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ19 Submittal Date: 9/1/2022

The undersigned, FMR Investments LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 406 S Salem St and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 07/21/2022, and recorded in the Wake County Register of Deeds Office on 07/22/2022, in Book 019095 Page 02724.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 07/22/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 07/22/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 22 day of August, 2022.

(seal)

Andrew Ross - manager

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Andrew Ross, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCDL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

LAURA G. WARD NOTARY PUBLIC WAKE COUNTY, NC [NOTARY SEAL]

Laura G. Ward

Notary Public Laura G. Ward
State of North Carolina
My Commission Expires: 6/17/2026

AGENT AUTHORIZATION FORM

Application #: 22CZ19 Submittal Date: 9/1/2022

KC2 Holdings LLC is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 406 S Salem St, Apex NC 27502

The agent for this project is: Jones & Cnossen Engineering, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Patrick Kiernan

Address: 221 N Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescnossen.com

Signature(s) of Owner(s)*

Brad Zadell

Brad Zadell
Type or print name

8/22/22
Date

_____

_____
Type or print name

_____
Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ19 Submittal Date: 9/1/2022

The undersigned, KC2 Holdings LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 406 S Salem St and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 07/21/2022, and recorded in the Wake County Register of Deeds Office on 07/22/2022, in Book 019095 Page 02724.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 07/22/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 07/20/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 22nd day of August, 2022.

Brad Zadell (seal)

Brad Zadell
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Brad Zadell, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC
[NOTARY SEAL]

Thomas F Colhoun / Thomas F. Colhoun
Notary Public
State of North Carolina
My Commission Expires: 10/25/2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ19 Submittal Date: 9/1/2022

Insert legal description below.

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at an existing iron pipe (with witness marker) located North 27° 52' 43" West, 16.67 feet from a 6" nail set having NAD 83 (2011) coordinate values of North 719,554.29 feet, East 2,043,074.17 feet; thence South 63° 38' 29" East, 134.36 feet to an iron pipe set; thence South 29° 48' 10" West, 288.45 feet to a magnetic nail set; thence North 89° 25' 43" West, 170.27 feet to an existing concrete monument; thence North 31° 54' 08" East, 219.47 feet to an existing concrete monument; thence North 32° 21' 21" East, 144.34 feet to the BEGINNING, containing 1.053 total acres (45,875 square feet) more or less as shown on a map prepared by Smith & Smith Surveyors, P.A. entitled "Existing Conditions Survey For KC2 Enterprises, LLC", dated August 20, 2020.

AGENT AUTHORIZATION FORM

Application #: 22CZ19 Submittal Date: 9/1/2022

FMR Investments LLC is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 Harwood St, Apex NC 27502

The agent for this project is: Jones & Cnossen Engineering, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Patrick Kiernan

Address: 221 N Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescnossen.com

Signature(s) of Owner(s)*

Andrew Ross-Manska — Type or print name — 11/1/2022 — Date

_____ — Type or print name — _____ — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ19 Submittal Date: 9/1/2022

The undersigned, FMR Investments LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Harwood St and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/21/2022, and recorded in the Wake County Register of Deeds Office on 10/21/2022, in Book 019178 Page 02064.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/21/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/21/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1 day of November, 2022.

(seal)

Andrew Ross - member

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake hereby certify that Andrew Ross, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Personally known to Me personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

LAURA G. WARD NOTARY PUBLIC WAKE COUNTY, NC [NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 6/17/2026

AGENT AUTHORIZATION FORM

Application #: 22CZ19 Submittal Date: 9/1/2022

KC2 Holdings LLC is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 Harwood St, Apex NC 27502

The agent for this project is: Jones & Cnossen Engineering, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Patrick Kiernan

Address: 221 N Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescnossen.com

Signature(s) of Owner(s)*

_____ _____

Brad Zobell

Type or print name

11/1/22

Date

_____ _____

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ19 Submittal Date: 9/1/2022

The undersigned, KC2 Holdings LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Harwood St and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/21/2022, and recorded in the Wake County Register of Deeds Office on 10/21/2022, in Book 019178 Page 02064.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/21/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/21/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1 day of November, 2022.

Brad Zadell (seal)

Brad Zadell
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake hereby certify that Brad Zadell, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's personally known to me, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Laura G Ward

Notary Public
State of North Carolina
My Commission Expires: 6/17/202

LAURA G. WARD NOTARY PUBLIC WAKE COUNTY, NC
[NOTARY SEAL]

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ19 Submittal Date: 9/1/2022

Insert legal description below.

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and described more fully as follows to wit:
BEGINNING at an existing concrete monument located South 56° 42' 07" West, 156.67 feet from a 6" nail set having NAD 83 (2011) coordinate values of North 719,554.29 feet, East 2,043,074.17 feet; thence South 65° 13' 18" East, 50.56 feet to an existing concrete monument; thence South 31° 54' 08" West, 219.47 feet to an existing concrete monument; thence North 89° 26' 05" West, 44.39 feet to an existing iron pipe (with T-post witness); thence North 28° 47' 11" East, 186.97 feet to an existing iron pipe (with T-post witness); thence North 29° 29' 43" East, 49.64 feet to the BEGINNING, containing 0.234 total acre (10,184 square feet) more or less as shown on a map prepared by Smith & Smith Surveyors, P.A. entitled "Existing Conditions Survey For KC2 Enterprises, LLC", dated October 26, 2022.

AGENT AUTHORIZATION FORM

Application #: 22CZ19 Submittal Date: 9/1/2022

Anfield Enterprises LLC is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 0 First St, Apex NC 27502

The agent for this project is: Jones & Cnossen Engineering, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Patrick Kiernan

Address: 221 N Salem St., Suite 001, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescnossen.com

Signature(s) of Owner(s)*

Kyler Zadell

Kyler Zadell — Type or print name — 11/1/22 — Date

_____ — Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ19 Submittal Date: 9/1/2022

The undersigned, Anfield Enterprises LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 First St and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/21/2022, and recorded in the Wake County Register of Deeds Office on 10/21/2022, in Book 019178 Page 02067.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/21/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/21/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1st day of November, 2022.

Kyler Zadell (seal)

Kyler Zadell

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Kyler Zadell, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's personally known to me, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Laura G. Ward

Notary Public
State of North Carolina
My Commission Expires: 6/17/2026

LAURA G. WARD NOTARY PUBLIC WAKE COUNTY, NC [NOTARY SEAL]

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ19 Submittal Date: 9/1/2022

Insert legal description below.

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and described more fully as follows to wit:
BEGINNING at an existing concrete monument located South 56° 42' 07" West, 156.67 feet from a 6" nail set having NAD 83 (2011) coordinate values of North 719,554.29 feet, East 2,043,074.17 feet; thence South 29° 29' 43" West, 49.64 feet to an existing iron pipe (with T-post witness); thence North 64° 02' 41" West, 145.46 feet to a iron pipe set; thence North 29° 15' 12" East, 49.94 feet to an iron pipe set; thence South 63° 55' 16" East, 145.65 feet to the BEGINNING, containing 0.166 total acre (7,235 square feet) more or less as shown on a map prepared by Smith & Smith Surveyors, P.A. entitled "Existing Conditions Survey For KC2 Enterprises, LLC", dated October 26, 2022.

Developer Company *Information*	
Company *Name*	Charm City Developers, LLC
Company Phone *Number*	(919) 703-6203
Developer Representative *Name*	Andrew Ross
Developer Representative *Phone Number*	(919) 703-6203
Developer Representative *Email*	andrew.ross@floyddevelopment.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	September 01, 2022
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	TBD
Address of Subdivision (if unknown enter nearest cross streets)	406 S Salem St
REID(s)	0005335
PIN(s)	0741-39-0442

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Projected Dates *Information*	
Subdivision *Completion Date*	09/2024
Subdivision *Projected First Occupancy Date*	10/2024

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments	60		5	35	20			500	1200	$1,400	$2,600	2024	60				
Other																	

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS	
419 S SALEM ST	0741392120	APEX FIRST BAPTIST CHURCH	417 S SALEM ST	APEX NC 27502-2037
112 WEST ST	0741296138	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250
414 S SALEM ST	0741299284	ATM DEVELOPMENT LLC	PO BOX 523	APEX NC 27502-0523
202 BAUCOM ST	0741296307	ATWATER, AMON J ATWATER, GERALDINE J	412 HOLLY SPRINGS RD	HOLLY SPRINGS NC 27540-9026
416 FIRST ST	0741296584	BIRLA, PARAG BIRLA, SONALI	2002 WALDEN GLADE RUN	APEX NC 27523-5746
200 WEST ST	0741295250	CARMONA, MARIA DEL ROCIO PEREZ	200 WEST ST	APEX NC 27502-2057
403 S SALEM ST	0741394423	DALTON, FAYE H	403 S SALEM ST	APEX NC 27502-2037
100 E WILLIAMS ST	0741392499	DOVE, ARTHUR E	604 CLINE FALLS DR	HOLLY SPRINGS NC 27540-6958
107 HARWOOD ST	0741390503	EPPS, MARY EPPS, CURTIS L	PO BOX 174	APEX NC 27502-0174
411 S SALEM ST	0741392365	HORTON, MARY ELIZABETH	PO BOX 306	APEX NC 27502-0306
320 S SALEM ST	0741392718	K2 HOLDINGS LLC	353 GOLF VISTA TRL	HOLLY SPRINGS NC 27540-4806
321 S SALEM ST	0741394692	KADDOURA, MAISAA	8109 SOMMERWELL ST	RALEIGH NC 27613-6976
406 S SALEM ST	0741390442	KC2 HOLDINGS LLC FMR INVESTMENTS LLC	218 EDINBURGH DR	CARY NC 27511-6408
500 S SALEM ST	0741286941	MCCLAMB, WALTER J	PO BOX 243	APEX NC 27502-0243
111 HARWOOD ST	0741299517	MCCLOUD, JACQUELINE W	111 HARWOOD ST	APEX NC 27502-1803
201 HARWOOD ST	0741297696	MOORE, JAMES E TRUSTEE MOORE, GERALDINE A TRUSTEE	201 HARWOOD ST	APEX NC 27502-1805
424 S SALEM ST	0741298041	MORING, MARIAN M	804 E LANE ST	RALEIGH NC 27601-1232
200 BAUCOM ST	0741296334	PANIGRAHI, SUBHRAJYOTI PANIGRAHI, DEEPTI	200 BAUCOM ST	APEX NC 27502-2006
420 FIRST ST	0741296550	RAAK, JASON M	2325 YANCEY ST	RALEIGH NC 27608-1626
416 S SALEM ST	0741299159	RENT TO FREEDOM LLC	7852 PERCUSSION DR	APEX NC 27539-3607
400 S SALEM ST	0741391559	SAULS INVESTMENT PROPERTIES LLC	128 TRUTH RD	NEW HILL NC 27562-8726
120 W WILLIAMS ST	0741299916	SEYMOUR, THOMAS E MILLS, SUSAN S	PO BOX 177	APEX NC 27502-0177
427 S SALEM ST	0741381901	ST PAULS C M E CHURCH	427 S SALEM ST	APEX NC 27502-2037
0 FIRST ST	0741296435	SZYMKIEWICZ, PAUL M JIN, WEI	580 SETTLES BROOK CT	SUWANEE GA 30024-8813
405 S SALEM ST	0741394471	THEDIECK, JOY W	7517 CHOUDER LN	WAKE FOREST NC 27587-5410
105 W WILLIAMS ST	0741299730	VALANEJAD, SARA	105 W WILLIAMS ST	APEX NC 27502-1830
412 FIRST ST	0741297518	WILSON, MARY ANN WILSON, REID	308 SOUTHGLEN DR	CARY NC 27518-8620
		Current Tenant	401 S Salem ST	APEX NC 27502
		Current Tenant	321 S Salem ST	APEX NC 27502
		Current Tenant	425 S Salem ST	APEX NC 27502
		Current Tenant	412 First ST	APEX NC 27502
		Current Tenant	424 S Salem ST	APEX NC 27502
		Current Tenant	320 S Salem ST	APEX NC 27502
		Current Tenant	107 Harwood ST	APEX NC 27502
		Current Tenant	500 S Salem ST	APEX NC 27502
		Current Tenant	104 West ST	APEX NC 27502
		Current Tenant	100 E Williams ST	APEX NC 27502
		Current Tenant	414 S Salem ST	APEX NC 27502
		Current Tenant	407 S Salem ST	APEX NC 27502
		Current Tenant	406 S Salem ST	APEX NC 27502
		Current Tenant	400 S Salem ST	APEX NC 27502
		Current Tenant	405 S Salem ST	APEX NC 27502
		Current Tenant	419 S Salem ST	APEX NC 27502
		Current Tenant	202 Baucom ST	APEX NC 27502
		Current Tenant	108 West ST	APEX NC 27502
		Current Tenant	120 W Williams ST	APEX NC 27502
		Current Tenant	110 Harwood ST	APEX NC 27502
		Current Tenant	108 Harwood ST	APEX NC 27502
		Current Tenant	106 West ST	APEX NC 27502
		Current Tenant	416 S Salem ST	APEX NC 27502
		Current Tenant	411 S Salem ST	APEX NC 27502
		Current Tenant	112 West ST	APEX NC 27502
		Current Tenant	416 First ST	APEX NC 27502
		Current Tenant	420 First ST	APEX NC 27502
		Current Tenant	320 S Salem ST CT	APEX NC 27502

Created by Town of Apex Planning and Community Development

NOTICE OF NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

August 15, 2022
Date

Dear Neighbor:
You are invited to a neighborhood meeting to review and discuss the development proposal at

406 S Salem St. | 0741-39-0442
Address(es) | PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180/Planning-Community-Development.

A Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):
This rezoning petition is being submitted as a Planned Unit Development (PUD), which would allow for multi-family or apartment units to be developed at 406 S. Salem St. The appended exhibit shows approximate access, parking and building locations, but these locations are conceptual and subject to change.

Estimated submittal date: September 01, 2022

MEETING INFORMATION:

Property Owner(s) name(s):	KC2 Holdings LLC and FMR Investments LLC
Applicant(s):	Charm City Developers, LLC
Contact information (email/phone):	patrick@jonescnossen.com/919-387-1174
Meeting Address:	Zoom meeting - see enclosed registration details
Date/Time of meeting**:	August 30, 2022 6:00 pm - 8:00 pm

Welcome: 6:00 pm Project Presentation: 6:05 pm Question & Answer: 6:30 pm

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning and Community Development Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180/Planning-Community-Development.

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

Zoom Meeting Details – 406 S Salem

When: **August 30, 2022 06:00 PM Eastern Time** (US and Canada)

Register in advance for this meeting:

Zoom.com

Meeting ID: 847 7800 7725

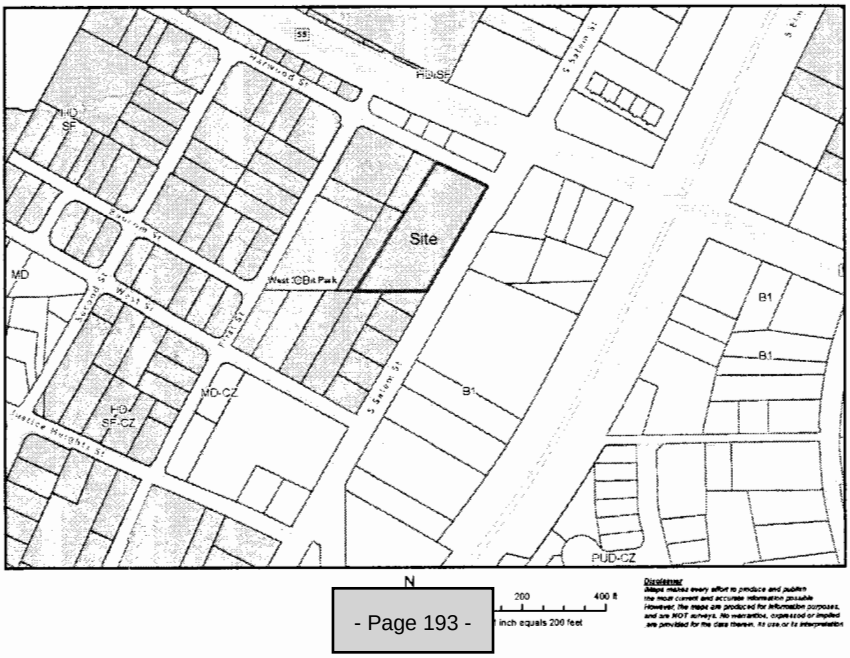
Passcode: F079da

The Meeting Registration form will request your First and Last Name, Email address and Street Address to help us with attendance at the meeting. After registering, you will receive a confirmation email containing information about joining the meeting.

Phone dial-in option: Call 1-301-715-8592 or 1-309-205-3325 and enter the Meeting ID and Passcode to join the meeting.

If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office.

Vicinity Exhibit



PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: 406 S Salem PUD Zoning: PUD-CZ

Location: 406 S Salem St

Property PIN(s): 0741-39-0442 Acreage/Square Feet: 1.05

Property Owner: KC2 Holdings LLC and FMR Investments LLC

Address: 218 Edinburgh Drive and 312 Kilmayne Drive, Suite 201

City: Cary State: NC Zip: 27511

Phone: Email:

Developer: Charm City Developers, LLC

Address: 4201 Taylor Hall Place

City: Chapel Hill State: NC Zip: 27517

Phone: 919-703-6203 Fax: Email: andrew.ross@floyddevelopment.com

Engineer: Jones & Cnossen Engineering, PLLC - Patrick Kiernan

Address: 221 N Salem St, Suite 001

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: Email: patrick@jonescnossen.com

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts	
Planning and Community Development Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks and Greenways Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Noise & Hours of Construction: **Non-Emergency Police** **919-362-8661**

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: **James Misciagno** **919-372-7470**

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control: **Water Resources – Infrastructure Inspections** **919-362-8166**

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations: **Non-Emergency Police** **919-362-8661**

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road: **James Misciagno** **919-372-7470**

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams: **James Misciagno** **919-372-7470**
Danny Smith **Danny.Smith@ncdenr.gov**

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust: **James Misciagno** **919-372-7470**

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash: **James Misciagno** **919-372-7470**

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins: **James Misciagno** **919-372-7470**

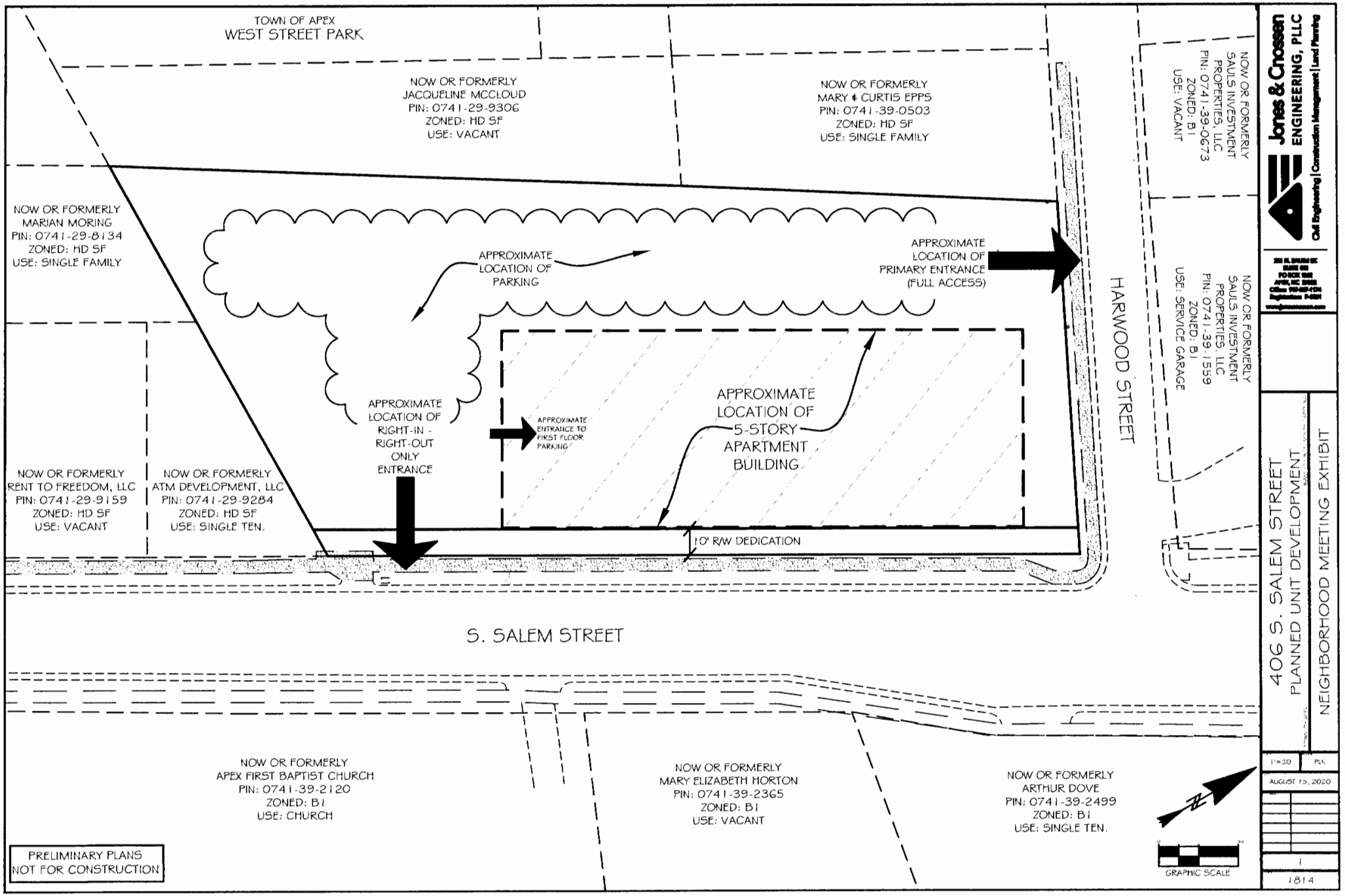
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures: **Jessica Bolin** **919-249-3537**

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation: **Rodney Smith** **919-249-3342**

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.


TOWN OF APEX
WEST STREET PARK
NOW OR FORMERLY
JACQUELINE MCCLOUD
PIN: 0741-29-9306
ZONED: HD SF
USE: VACANT
NOW OR FORMERLY
MARY & CURTIS EPPS
PIN: 0741-39-0503
ZONED: HD SF
USE: SINGLE FAMILY
NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0673
ZONED: BI
USE: VACANT
NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-8134
ZONED: HD SF
USE: SINGLE FAMILY
APPROXIMATE
LOCATION OF
PARKING
APPROXIMATE
LOCATION OF
PRIMARY ENTRANCE
(FULL ACCESS)
HARWOOD STREET
NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-1559
ZONED: BI
USE: SERVICE GARAGE
APPROXIMATE
LOCATION OF
RIGHT-IN -
RIGHT-OUT
ONLY
ENTRANCE
APPROXIMATE
ENTRANCE TO
FIRST FLOOR
PARKING
APPROXIMATE
LOCATION OF
5-STORY
APARTMENT
BUILDING
NOW OR FORMERLY
RENT TO FREEDOM, LLC
PIN: 0741-29-9159
ZONED: HD SF
USE: VACANT
NOW OR FORMERLY
ATM DEVELOPMENT, LLC
PIN: 0741-29-9284
ZONED: HD SF
USE: SINGLE TEN.
10' R/W DEDICATION
S. SALEM STREET
NOW OR FORMERLY
APEX FIRST BAPTIST CHURCH
PIN: 0741-39-2120
ZONED: BI
USE: CHURCH
NOW OR FORMERLY
MARY ELIZABETH HORTON
PIN: 0741-39-2365
ZONED: BI
USE: VACANT
NOW OR FORMERLY
ARTHUR DOVE
PIN: 0741-39-2499
ZONED: BI
USE: SINGLE TEN.
GRAPHIC SCALE
PRELIMINARY PLANS
NOT FOR CONSTRUCTION
Jones & Cheesen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
406 S. SALEM STREET
PLANNED UNIT DEVELOPMENT
NEIGHBORHOOD MEETING EXHIBIT
1"=30
PLK
AUGUST 15, 2020
1
1814

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS	
419 S SALEM ST	0741392120	APEX FIRST BAPTIST CHURCH	417 S SALEM ST	APEX NC 27502-2037
112 WEST ST	0741296138	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250
414 S SALEM ST	0741299284	ATM DEVELOPMENT LLC	PO BOX 523	APEX NC 27502-0523
202 BAUCOM ST	0741296307	ATWATER, AMON J ATWATER, GERALDINE J	412 HOLLY SPRINGS RD	HOLLY SPRINGS NC 27540-9026
416 FIRST ST	0741296584	BIRLA, PARAG BIRLA, SONALI	2002 WALDEN GLADE RUN	APEX NC 27523-5746
200 WEST ST	0741295250	CARMONA, MARIA DEL ROCIO PEREZ	200 WEST ST	APEX NC 27502-2057
403 S SALEM ST	0741394423	DALTON, FAYE H	403 S SALEM ST	APEX NC 27502-2037
100 E WILLIAMS ST	0741392499	DOVE, ARTHUR E	604 CLINE FALLS DR	HOLLY SPRINGS NC 27540-6958
107 HARWOOD ST	0741390503	EPPS, MARY EPPS, CURTIS L	PO BOX 174	APEX NC 27502-0174
411 S SALEM ST	0741392365	HORTON, MARY ELIZABETH	PO BOX 306	APEX NC 27502-0306
320 S SALEM ST	0741392718	K2 HOLDINGS LLC	353 GOLF VISTA TRL	HOLLY SPRINGS NC 27540-4806
321 S SALEM ST	0741394692	KADDOURA, MAISAA	8109 SOMMERWELL ST	RALEIGH NC 27613-6976
406 S SALEM ST	0741390442	KC2 HOLDINGS LLC FMR INVESTMENTS LLC	218 EDINBURGH DR	CARY NC 27511-6408
500 S SALEM ST	0741286941	MCCLAMB, WALTER J	PO BOX 243	APEX NC 27502-0243
111 HARWOOD ST	0741299517	MCCLOUD, JACQUELINE W	111 HARWOOD ST	APEX NC 27502-1803
201 HARWOOD ST	0741297696	MOORE, JAMES E TRUSTEE MOORE, GERALDINE A TRUSTEE	201 HARWOOD ST	APEX NC 27502-1805
424 S SALEM ST	0741298041	MORING, MARIAN M	804 E LANE ST	RALEIGH NC 27601-1232
200 BAUCOM ST	0741296334	PANIGRAHI, SUBHRAJYOTI PANIGRAHI, DEEPTI	200 BAUCOM ST	APEX NC 27502-2006
420 FIRST ST	0741296550	RAAK, JASON M	2325 YANCEY ST	RALEIGH NC 27608-1626
416 S SALEM ST	0741299159	RENT TO FREEDOM LLC	7852 PERCUSSION DR	APEX NC 27539-3607
400 S SALEM ST	0741391559	SAULS INVESTMENT PROPERTIES LLC	128 TRUTH RD	NEW HILL NC 27562-8726
120 W WILLIAMS ST	0741299916	SEYMOUR, THOMAS E MILLS, SUSAN S	PO BOX 177	APEX NC 27502-0177
427 S SALEM ST	0741381901	ST PAULS C M E CHURCH	427 S SALEM ST	APEX NC 27502-2037
0 FIRST ST	0741296435	SZYMKIEWICZ, PAUL M JIN, WEI	580 SETTLES BROOK CT	SUWANEE GA 30024-8813
405 S SALEM ST	0741394471	THEDIECK, JOY W	7517 CHOUDER LN	WAKE FOREST NC 27587-5410
105 W WILLIAMS ST	0741299730	VALANEJAD, SARA	105 W WILLIAMS ST	APEX NC 27502-1830
412 FIRST ST	0741297518	WILSON, MARY ANN WILSON, REID	308 SOUTHGLEN DR	CARY NC 27518-8620
		Current Tenant	401 S Salem ST	APEX NC 27502
		Current Tenant	321 S Salem ST	APEX NC 27502
		Current Tenant	425 S Salem ST	APEX NC 27502
		Current Tenant	412 First ST	APEX NC 27502
		Current Tenant	424 S Salem ST	APEX NC 27502
		Current Tenant	320 S Salem ST	APEX NC 27502
		Current Tenant	107 Harwood ST	APEX NC 27502
		Current Tenant	500 S Salem ST	APEX NC 27502
		Current Tenant	104 West ST	APEX NC 27502
		Current Tenant	100 E Williams ST	APEX NC 27502
		Current Tenant	414 S Salem ST	APEX NC 27502
		Current Tenant	407 S Salem ST	APEX NC 27502
		Current Tenant	406 S Salem ST	APEX NC 27502
		Current Tenant	400 S Salem ST	APEX NC 27502
		Current Tenant	405 S Salem ST	APEX NC 27502
		Current Tenant	419 S Salem ST	APEX NC 27502
		Current Tenant	202 Baucom ST	APEX NC 27502
		Current Tenant	108 West ST	APEX NC 27502
		Current Tenant	120 W Williams ST	APEX NC 27502
		Current Tenant	110 Harwood ST	APEX NC 27502
		Current Tenant	108 Harwood ST	APEX NC 27502
		Current Tenant	106 West ST	APEX NC 27502
		Current Tenant	416 S Salem ST	APEX NC 27502
		Current Tenant	411 S Salem ST	APEX NC 27502
		Current Tenant	112 West ST	APEX NC 27502
		Current Tenant	416 First ST	APEX NC 27502
		Current Tenant	420 First ST	APEX NC 27502
		Current Tenant	320 S Salem ST CT	APEX NC 27502

Created by Town of Apex Planning and Community Development

NEIGHBORHOOD MEETING SIGN-IN SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Address: Zoom

Date of meeting: August 30, 2022 Time of meeting: 6:00 pm - 8:00 pm

Property Owner(s) name(s): KC2 Holdings LLC and FMR Investments LLC

Applicant(s): Charm City Developers, LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	PATRICK L. KIERNAN	JONES & CHOOREN ENGW. 221 N. SALEM ST, STE 001			
2.	KYLEE ZADELL	KC2 DEVELOPMENT, LLC			
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): KC2 Holdings LLC and FMR Investments LLC

Applicant(s): Charm City Developers, LLC

Contact information (email/phone): patrick@jonescnossen.com/919-387-1174

Meeting Address: Zoom

Date of meeting: August 30, 2022 Time of meeting: 6:00 pm 8:00 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

The only meeting attendees were the Property Owner representative and the Project Engineer.

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, PATRICK L. KIERNAN, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Zoom/virtual (location/address) on August 30, 2022 (date) from 6:00 pm (start time) to 8:00 pm (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

8/31/22
Date

By: Patrick L Kiernan

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 31st day of August, 2022.

SEAL
ERIN MARCUM
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 11/19/2025

Notary Public

Erin Marcum
Print Name

My Commission Expires: November 19, 2025

NOTICE OF NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

November 29, 2022
Date

Dear Neighbor:
You are invited to a neighborhood meeting to review and discuss the development proposal at

406 S. Salem St, 0 Harwood St, 0 First St — Address(es)

0741-39-0442, 0741-29-9306, 0741-29-8458 — PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180/Planning-Community-Development.

A Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

This is a follow-up neighborhood meeting to the one originally held on 8/30/22 on Zoom. Since the original submission, the developer has added one entire parcel, as well as a portion of another, to the PUD boundary. The plan for a multi-family apartment or condominium building has not changed, although it is now proposed to be 4-stories instead of 5.

Estimated submittal date: previously submitted September 01, 2022

MEETING INFORMATION:

Property Owner(s) name(s):	KC2 Holdings LLC; FMR Investments LLC; Anfield Enterprises LLC
Applicant(s):	Charm City Developers, LLC
Contact information (email/phone):	patrick@jonescnossen.com/919-387-1174
Meeting Address:	Halle Cultural Arts Center, 237 N Salem St., Apex - Studio Gallery
Date/Time of meeting**:	December 15, 2022 6:00 pm - 8:00 pm

Welcome: 6:00 pm Project Presentation: 6:05 pm Question & Answer: 6:30 pm

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning and Community Development Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180/Planning-Community-Development.

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: The Heights (previously 406 S Salem) Zoning: PUD-CZ

Location: 406 S. Salem St, 0 Harwood St, 0 First St

Property PIN(s): 0741-39-0442, 0741-29-9306, 0741-29-8458 Acreage/Square Feet: 1.34

Property Owner: KC2 Holdings LLC; FMR Investments LLC; Anfield Enterprises LLC

Address: 218 Edinburgh Dr; 341 Kilmayne Dr, Ste 201; 401 W Hargett St, Apt S623

City: Cary; Cary; Raleigh State: NC Zip: 27511; 27511; 27603

Phone: Email: andrew.ross@floyddevelopment.com

Developer: Charm City Developers, LLC

Address: 4201 Taylor Hall Place

City: Chapel Hill State: NC Zip: 27517

Phone: 919-703-6203 Fax: Email: andrew.ross@floyddevelopment.com

Engineer: Jones & Cnossen Engineering, PLLC - Patrick Kiernan

Address: 221 N Salem St, Suite 001

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: Email: patrick@jonescnossen.com

Builder (if known):

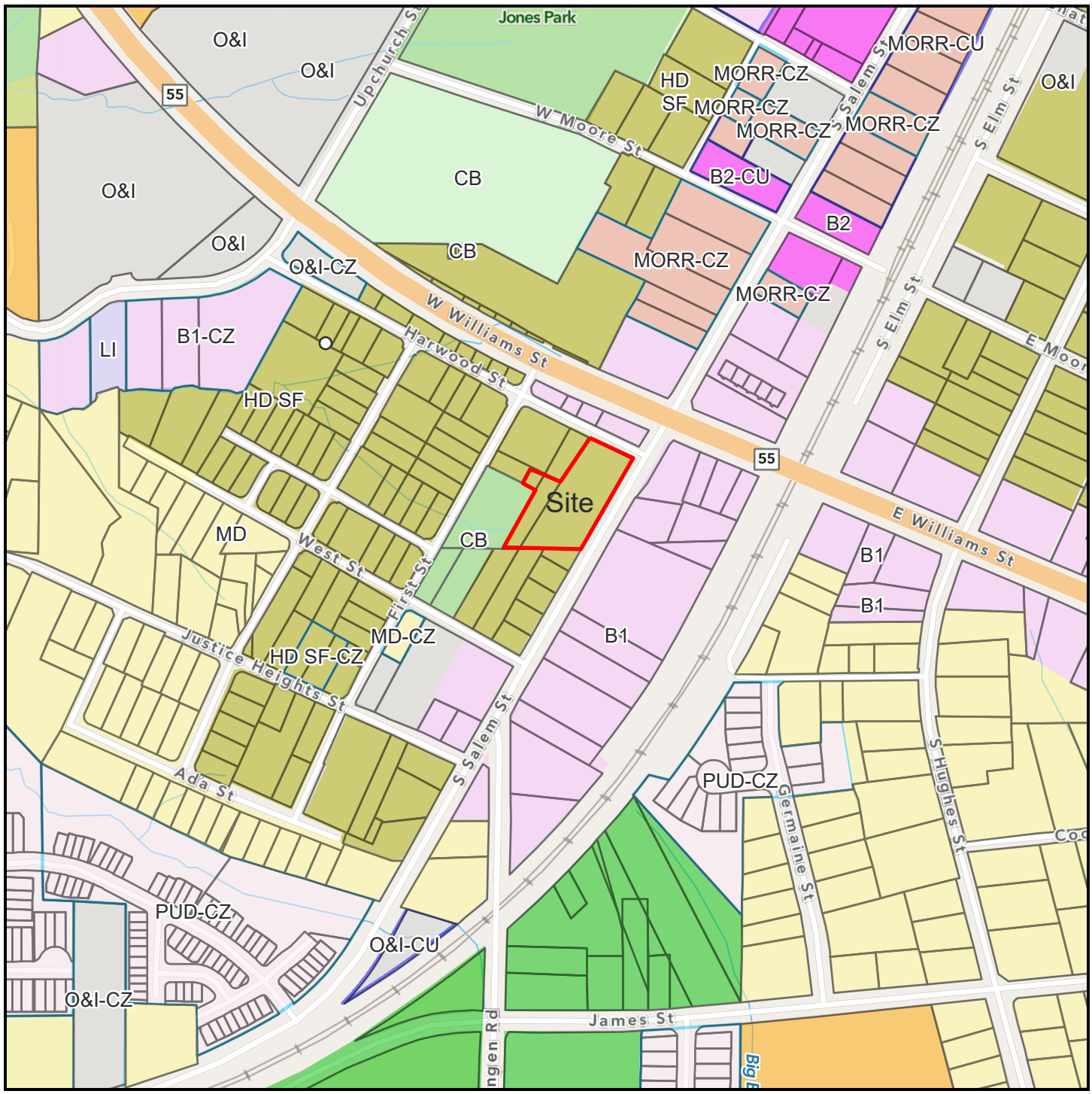
Address:

City: State: Zip:

Phone: Fax: Email:

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts	
Planning and Community Development Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks and Greenways Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342



Vicinity Exhibit

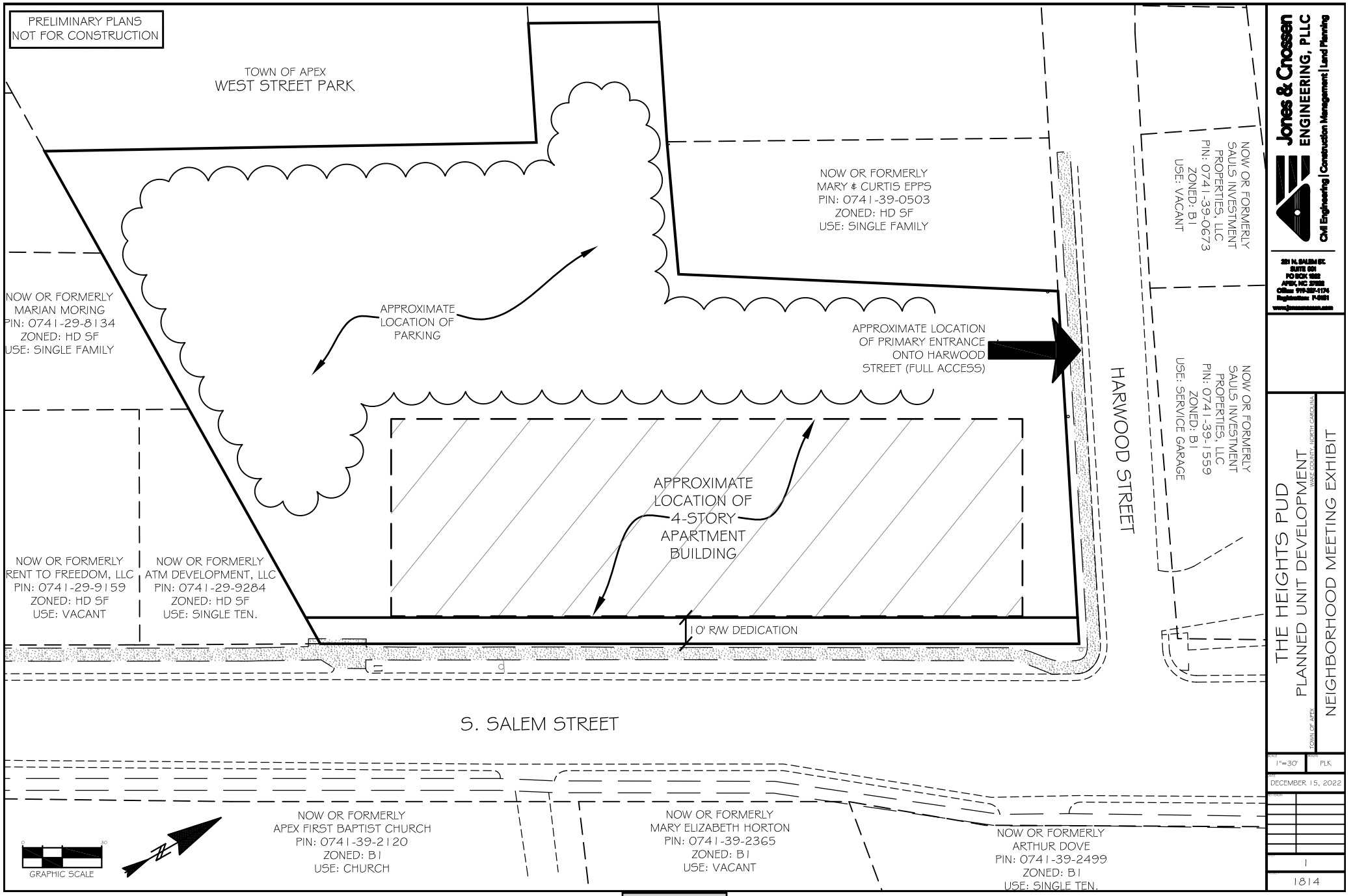
N

0 200 400 800 ft

1 inch equals 400 feet

Disclaimer

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


PRELIMINARY PLANS
NOT FOR CONSTRUCTION
TOWN OF APEX
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NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0673
ZONED: B1
USE: VACANT
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PIN: 0741-29-8134
ZONED: HD SF
USE: SINGLE FAMILY
APPROXIMATE
LOCATION OF
PARKING
APPROXIMATE LOCATION
OF PRIMARY ENTRANCE
ONTO HARWOOD
STREET (FULL ACCESS)
HARWOOD STREET
NOW OR FORMERLY
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PROPERTIES, LLC
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ZONED: B1
USE: SERVICE GARAGE
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BUILDING
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RENT TO FREEDOM, LLC
PIN: 0741-29-9159
ZONED: HD SF
USE: VACANT
NOW OR FORMERLY
ATM DEVELOPMENT, LLC
PIN: 0741-29-9284
ZONED: HD SF
USE: SINGLE TEN.
10' R/W DEDICATION
S. SALEM STREET
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APEX FIRST BAPTIST CHURCH
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ZONED: B1
USE: SINGLE TEN.
GRAPHIC SCALE
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Jones & Cnossen
ENGINEERING, PLLC
CMI Engineering | Construction Management | Land Planning
THE HEIGHTS PUD
PLANNED UNIT DEVELOPMENT
TOWN OF APEX
WAKE COUNTY, NORTH CAROLINA
NEIGHBORHOOD MEETING EXHIBIT
SCALE
1"=30'
DRAWN
PLK
DATE
DECEMBER 15, 2022
1
1814

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Noise & Hours of Construction:	**Non-Emergency Police**	**919-362-8661**

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	**James Misciagno**	**919-372-7470**

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control:	**Water Resources – Infrastructure Inspections**	**919-362-8166**

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations:	**Non-Emergency Police**	**919-362-8661**

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road:	**James Misciagno**	**919-372-7470**

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	**James Misciagno**	**919-372-7470**
	Danny Smith	**Danny.Smith@ncdenr.gov**

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust:	**James Misciagno**	**919-372-7470**

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	**James Misciagno**	**919-372-7470**

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	**James Misciagno**	**919-372-7470**

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures:	**Jessica Bolin**	**919-249-3537**

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation:	**Rodney Smith**	**919-249-3342**

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
0 FIRST ST	0741298458	ANFIELD ENTERPRISES LLC	401 W HARGETT ST APT S623	RALEIGH NC 27603-4065
419 S SALEM ST	0741392120	APEX FIRST BAPTIST CHURCH	417 S SALEM ST	APEX NC 27502-2037
112 WEST ST	0741296138	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250
414 S SALEM ST	0741299284	ATM DEVELOPMENT LLC	PO BOX 523	APEX NC 27502-0523
202 BAUCOM ST	0741296307	ATWATER, AMON J ATWATER, GERALDINE J	412 HOLLY SPRINGS RD	HOLLY SPRINGS NC 27540-9026
0 BAUCOM ST	0741295450	BECKWITH, PENDER C JR BECKWITH, BETTY	206 BAUCOM ST	APEX NC 27502-2006
206 BAUCOM ST	0741295414	BECKWITH, PENDER J BECKWITH, BETTY	206 BAUCOM ST	APEX NC 27502-2006
0 BAUCOM ST	0741294445	BECKWITH, PENDER JR	206 BAUCOM ST	APEX NC 27502-2006
416 FIRST ST	0741296584	BIRLA, PARAG BIRLA, SONALI	2002 WALDEN GLADE RUN	APEX NC 27523-5746
200 WEST ST	0741295250	CARMONA, MARIA DEL ROCIO PEREZ	200 WEST ST	APEX NC 27502-2057
0 HARWOOD ST	0741297629	CROWN CONSTRUCTION MANAGEMENT INC	212 FOREST OAKS DR	ARCHER LODGE NC 27527-6943
403 S SALEM ST	0741394423	DALTON, FAYE H	403 S SALEM ST	APEX NC 27502-2037
415 SECOND ST	0741295684	DANIEL, BRUCE	415 2ND ST	APEX NC 27502-2045
100 E WILLIAMS ST	0741392499	DOVE, ARTHUR E	604 CLINE FALLS DR	HOLLY SPRINGS NC 27540-6958
107 HARWOOD ST	0741390503	EPPS, MARY EPPS, CURTIS L	PO BOX 174	APEX NC 27502-0174
0 HARWOOD ST	0741297778	HACK, JEANNE SUTTON HACK, HERBERT ALLEN	PO BOX 752	APEX NC 27502-0752
411 S SALEM ST	0741392365	HORTON, MARY ELIZABETH	PO BOX 306	APEX NC 27502-0306
113 WEST ST	0741295052	HUGHES, MAUREEN	113 WEST ST	APEX NC 27502-2054
204 WEST ST	0741295234	JANTZ, KEVIN	204 WEST ST	APEX NC 27502-2057
320 S SALEM ST	0741392718	K2 HOLDINGS LLC	353 GOLF VISTA TRL	HOLLY SPRINGS NC 27540-4806
321 S SALEM ST	0741394692	KADDOURA, MAISAA	8109 SOMMERWELL ST	RALEIGH NC 27613-6976
406 S SALEM ST	0741390442	KC2 HOLDINGS LLC FMR INVESTMENTS LLC	218 EDINBURGH DR	CARY NC 27511-6408
209 HARWOOD ST	0741296716	LYLES, ETHEL COUNCIL	209 HARWOOD ST	APEX NC 27502-1805
500 S SALEM ST	0741286941	MCCLAMB, WALTER J	PO BOX 243	APEX NC 27502-0243
111 HARWOOD ST	0741299517	MCCLOUD, JACQUELINE W	111 HARWOOD ST	APEX NC 27502-1803
207 HARWOOD ST	0741296771	MONROE, MANIZA HEIRS	5905 HADRIAN DR	DURHAM NC 27703-7145
201 HARWOOD ST	0741297696	MOORE, JAMES E TRUSTEE MOORE, GERALDINE A TRUSTEE	201 HARWOOD ST	APEX NC 27502-1805
424 S SALEM ST	0741298041	MORING, MARIAN M	804 E LANE ST	RALEIGH NC 27601-1232
200 BAUCOM ST	0741296334	PANIGRAHI, SUBHRAJYOTI PANIGRAHI, DEEPTI	200 BAUCOM ST	APEX NC 27502-2006
419 SECOND ST	0741295556	POORE, NICHOLAS E	105 COUNTRYSIDE LN	CARY NC 27518-9713
420 FIRST ST	0741296550	RAAK, JASON M	2325 YANCEY ST	RALEIGH NC 27608-1626
416 S SALEM ST	0741299159	RENT TO FREEDOM LLC	7852 PERCUSSION DR	APEX NC 27539-3607
400 S SALEM ST	0741391559	SAULS INVESTMENT PROPERTIES LLC	128 TRUTH RD	NEW HILL NC 27562-8726
0 HARWOOD ST	0741297820	SEYMOUR, T E	PO BOX 177	APEX NC 27502-0177
0 HARWOOD ST	0741296882	SEYMOUR, THOMAS E	PO BOX 177	APEX NC 27502-0177
120 W WILLIAMS ST	0741299916	SEYMOUR, THOMAS E MILLS, SUSAN S	PO BOX 177	APEX NC 27502-0177
427 S SALEM ST	0741381901	ST PAULS C M E CHURCH	427 S SALEM ST	APEX NC 27502-2037
0 FIRST ST	0741296435	SZYMKIEWICZ, PAUL M JIN, WEI	580 SETTLES BROOK CT	SUWANEE GA 30024-8813
405 S SALEM ST	0741394471	THEDIECK, JOY W	7517 CHOUDER LN	WAKE FOREST NC 27587-5410
105 W WILLIAMS ST	0741299730	VALANEJAD, SARA	105 W WILLIAMS ST	APEX NC 27502-1830
412 FIRST ST	0741297518	WILSON, MARY ANN WILSON, REID	308 SOUTHGLEN DR	CARY NC 27518-8620
		Current Tenant	202 Baucom ST	APEX NC 27502
		Current Tenant	412 First ST	APEX NC 27502
		Current Tenant	420 First ST	APEX NC 27502
		Current Tenant	107 Harwood ST	APEX NC 27502
		Current Tenant	207 Harwood ST	APEX NC 27502
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		Current Tenant	424 S Salem ST	APEX NC 27502
		Current Tenant	425 S Salem ST	APEX NC 27502
		Current Tenant	500 S Salem ST	APEX NC 27502
		Current Tenant	415 Second ST	APEX NC 27502
		Current Tenant	419 Second ST	APEX NC 27502
		Current Tenant	104 West ST	APEX NC 27502
		Current Tenant	100 E Williams ST	

Created by Town of Apex Planning and Community Development
Date Created: 11/3/2022

SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
206 West St	0741294265	Daniel Real Estate Holdings LLC	311 Justice Heights St.	APEX NC 27502
501 S Salem St	0741380832	KC2 Holdings LLC FMR Investments LLC	218 Edinburgh Dr	CARY NC 27511
0 FIRST ST	0741298458	ANFIELD ENTERPRISES LLC	401 W HARGETT ST APT S623	RALEIGH NC 27603-4065
419 S SALEM ST	0741392120	APEX FIRST BAPTIST CHURCH	417 S SALEM ST	APEX NC 27502-2037
112 WEST ST	0741296138	TOWN OF APEX	PO BOX 250	APEX NC 27502-0250
414 S SALEM ST	0741299284	ATM DEVELOPMENT LLC	PO BOX 523	APEX NC 27502-0523
202 BAUCOM ST	0741296307	AMON J & GERALDINE J ATWATER	412 HOLLY SPRINGS RD	HOLLY SPRINGS NC 27540-9026
0 BAUCOM ST	0741295450	BETTY & PENDER C BECKWITH JR	206 BAUCOM ST	APEX NC 27502-2006
206 BAUCOM ST	0741295414	PENDER J & BETTY BECKWITH	206 BAUCOM ST	APEX NC 27502-2006
0 BAUCOM ST	0741294445	PENDER BECKWITH JR	206 BAUCOM ST	APEX NC 27502-2006
416 FIRST ST	0741296584	PARAG & SONALI BIRLA	2002 WALDEN GLADE RUN	APEX NC 27523-5746
200 WEST ST	0741295250	MARIA DEL ROCIO PEREZ CARMONA	200 WEST ST	APEX NC 27502-2057
0 HARWOOD ST	0741297629	CROWN CONSTRUCTION MANAGEMENT INC	212 FOREST OAKS DR	ARCHER LODGE NC 27527-6943
403 S SALEM ST	0741394423	FAYE H DALTON	403 S SALEM ST	APEX NC 27502-2037
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411 S SALEM ST	0741392365	MARY ELIZABETH HORTON	PO BOX 306	APEX NC 27502-0306
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321 S SALEM ST	0741394692	MAISAA KADDOURA	8109 SOMMERWELL ST	RALEIGH NC 27613-6976
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500 S SALEM ST	0741286941	WALTER J MCCLAMB	PO BOX 243	APEX NC 27502-0243
111 HARWOOD ST	0741299517	JACQUELINE W MCCLOUD	111 HARWOOD ST	APEX NC 27502-1803
207 HARWOOD ST	0741296771	MANIZA MONROE HEIRS	5905 HADRIAN DR	DURHAM NC 27703-7145
201 HARWOOD ST	0741297696	JAMES E MOORE TRUSTEE & GERALDINE A MOORE TRUSTEE	201 HARWOOD ST	APEX NC 27502-1805
424 S SALEM ST	0741298041	MARIAN M MORING	804 E LANE ST	RALEIGH NC 27601-1232
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419 SECOND ST	0741295556	NICHOLAS E POORE	105 COUNTRYSIDE LN	CARY NC 27518-9713
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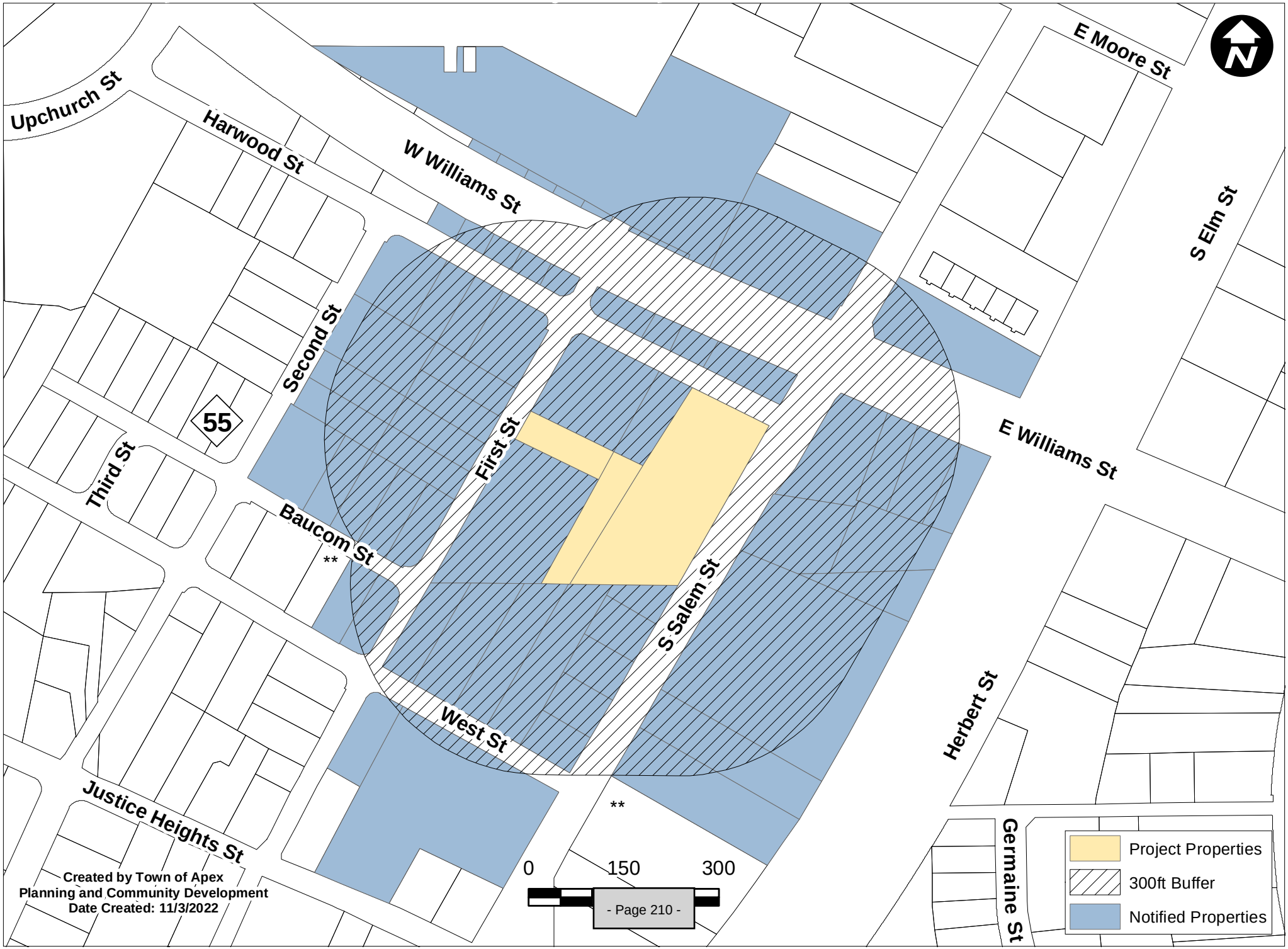
		Current Tenant	104 West ST	APEX NC 27502
		Current Tenant	100 E Williams ST	

Notified Properties within 300ft of the Project Properties



** Additional Properties notified of Neighborhood Meeting

NEIGHBORHOOD MEETING SIGN-IN SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Address: Halle Cultural Arts Center, 237 N Salem St., Apex - Studio Gallery

Date of meeting: December 15, 2022 Time of meeting: 6:00 pm - 8:00 pm

Property Owner(s) name(s): KC2 Holdings LLC; FMR Investments LLC; Anfield Enterprises LLC

Applicant(s): Charm City Developers, LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	EDWARD BLOOM APEX FIRST BAPTIST	419 S. Salem St.			
2.	Kathryn Khodaparast	121 Ada St.			
3.	DANIEL KHODAPARAST	121 ADA STREET			
4.	Marian M. Moring	804 East Lane St			
5.	Shirley M. Smith	" " "			
6.	Peggy B Alston	419 S. Salem St			
7.	Alfred Wilson	414 S. Salem St			
8.	Patrick Kiernan	221 N Salem St.			
9.	Erin Marcum				
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): KC2 Holdings LLC; FMR Investments LLC; Anfield Enterprises LLC

Applicant(s): Charm City Developers, LLC

Contact information (email/phone): patrick@jonescnossen.com/919-387-1174

Meeting Address: Halle Cultural Arts Center, 237 N Salem St., Apex - Studio Gallery

Date of meeting: December 15, 2022 Time of meeting: 6:00 pm - 8:00 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

See attached.

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

Neighborhood Meeting – Summary of Discussion

Question/Concern #1: Where would the parking and access be for the building?

Applicant's Response: The parking should follow this general clouded shape (shown on the exhibit), being situated on the opposite side of the building from S. Salem Street. The only access point that is proposed would come directly from Harwood Street, so we will not have an entrance directly onto S. Salem Street.

Question/Concern #2: What is the timing of the NCDOT widening for NC 55, and what will happen to the parcels between NC 55 and Harwood Street.

Applicant's Response: I do not know exactly when that road widening project will occur, but I do not believe it is planned within the next couple years. So maybe more in the 5-10 year range? Keep in mind that is nothing but a guess on my end. Regarding the buildings and parcels in between, I cannot speak to what NCDOT has in mind. I do know that the design plans that have been shared with me from NCDOT show the future sidewalk for NC 55 cutting through the Salem Street Car Care Center and the Crown Building & Development building. So, based on that, one could speculate that NCDOT is planning to purchase or condemn those properties. What the Town or NCDOT plans to do with those skinny parcels in the future, I do not know.

Question/Concern #3: What can this project do to fit into the character of the historic Justice Heights neighborhood?

Applicant's Response: Let me go ahead and share a couple renderings of the architectural elevations, because I think the architects have done a fantastic job with the aesthetic of this building, and have done the best they can to fit a new, high-quality building in with the historic residential neighborhood. Beyond that, for the name of the building, we are proposing to call it *The Heights*, as a nod to the Justice Heights neighborhood.

Question/Concern #4: Where would construction traffic access, and will any work be done on Salem Street that could cause lane closures? Will there be another community meeting to discuss construction timeline, lane/sidewalk closures, etc?

Applicant's Response: Since we are not planning an entrance onto S. Salem Street, the only construction entrance will be from Harwood Street, where the entrance to our parking lot is planned. The only work to be done along S. Salem Street would be some storm drainage improvements, but the only structures that would be affected would be beyond the curb of the road. My assumption is that there wouldn't be major lane closures during the construction of the building, although I cannot say for sure that utility connections, etc. couldn't necessitate short-term closures. There are no formal community meetings required beyond this meeting tonight, although you have my contact information so whenever you see that construction might be getting started soon, feel free to reach out to me personally and I will inform you any way I can. A pre-construction meeting will be held with the Town staff to discuss things like construction timeline, impacts to the public, etc.

Question/Concern #5: How will this project help the affordability crisis in Apex?

Applicant's Response: We are proposing two units to be leased or sold at an affordable rate, depending on whether these are going to be apartments or condos. Beyond that, the majority of the units will be 1-bedroom, so even if they do not meet the definition of affordable, they might be *more* affordable than some alternatives, such as purchasing a townhome.

Question/Concern #6: Will this project mess with the water quality of the wells in this area?

Applicant's Response: I'm not an expert on underground hydrology, but my understanding is that this project shouldn't have any affect on the well systems, since (#1) we are tying directly to public waterlines within the streets, so we won't be drawing down your water table, and (#2), my preliminary understanding of the site is that it will be almost entirely in fill, meaning dirt will be imported to bring the site higher in elevation. I believe there could be unforeseen impacts to the water table when a project cuts out a bunch of dirt to lower the elevation of the site, but that should not be the case with this project.

Question/Concern #7: Will there be retaining walls at the borders of the project? How can you prevent erosion onto the surrounding properties?

Applicant's Response: At this point, it is likely that the site will need retaining walls around the perimeter, but I do not know how long or how tall. From what I know about the topography of the site, though, pretty much all of the runoff from our site is already directed towards the rocky swale that begins on the Town Park property. This new building and parking lot would be required to treat stormwater, and our plan to do so is by having an underground pipe network to a wet detention pond. We will design the site in such a way that runoff is not leaving our site and causing erosion on adjacent properties.

Question/Concern #8: Will there be any connection to the Town Park in the rear?

Applicant's Response: We are hoping to do so – I have reached out to the Parks and Rec department about this possibility, and it was met with enthusiasm. I think the timing works out great as well, because there are improvement plans for the West Street Park that we should be able to collaborate with. It is possible that given the sidewalk network within the site, that a new connection is provided from S. Salem Street to the rear of the park. I do not know exactly how all of that will be designed, and we are not planning to add that as a zoning condition in case there are engineering challenges that make it unfeasible. But it is absolutely the intent at this point in time. We believe it to be a great marketing advantage to the future tenants/owners if they have direct access to the park.

406 S. Salem St.

Apex, NC

Schematic Design Rendering

18 November 2022

new city design group

406 S. Salem St.

Apex, NC

Schematic Design Rendering

18 November 2022

new city design group

406 S. Salem St.

Apex, NC

Schematic Design Rendering

18 November 2022

new city design group

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Patrick L. Kiernan, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Halle Cultural Arts Center, 237 N Salem St., Apex - Studio Gallery (location/address) on December 15, 2022 (date) from 6:00 pm (start time) to 8:15 pm (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

12/16/22
Date

By: Patrick L. Kiernan

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 16th day of December, 2022.

SEAL
ERIN MARCUM
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 11/19/2025

Notary Public

Erin Marcum
Print Name

My Commission Expires: November 19, 2025

PD PLAN

The Heights

A PLANNED UNIT DEVELOPMENT

APEX, NORTH CAROLINA

OWNER/DEVELOPER:

CHARM CITY DEVELOPERS, LLC

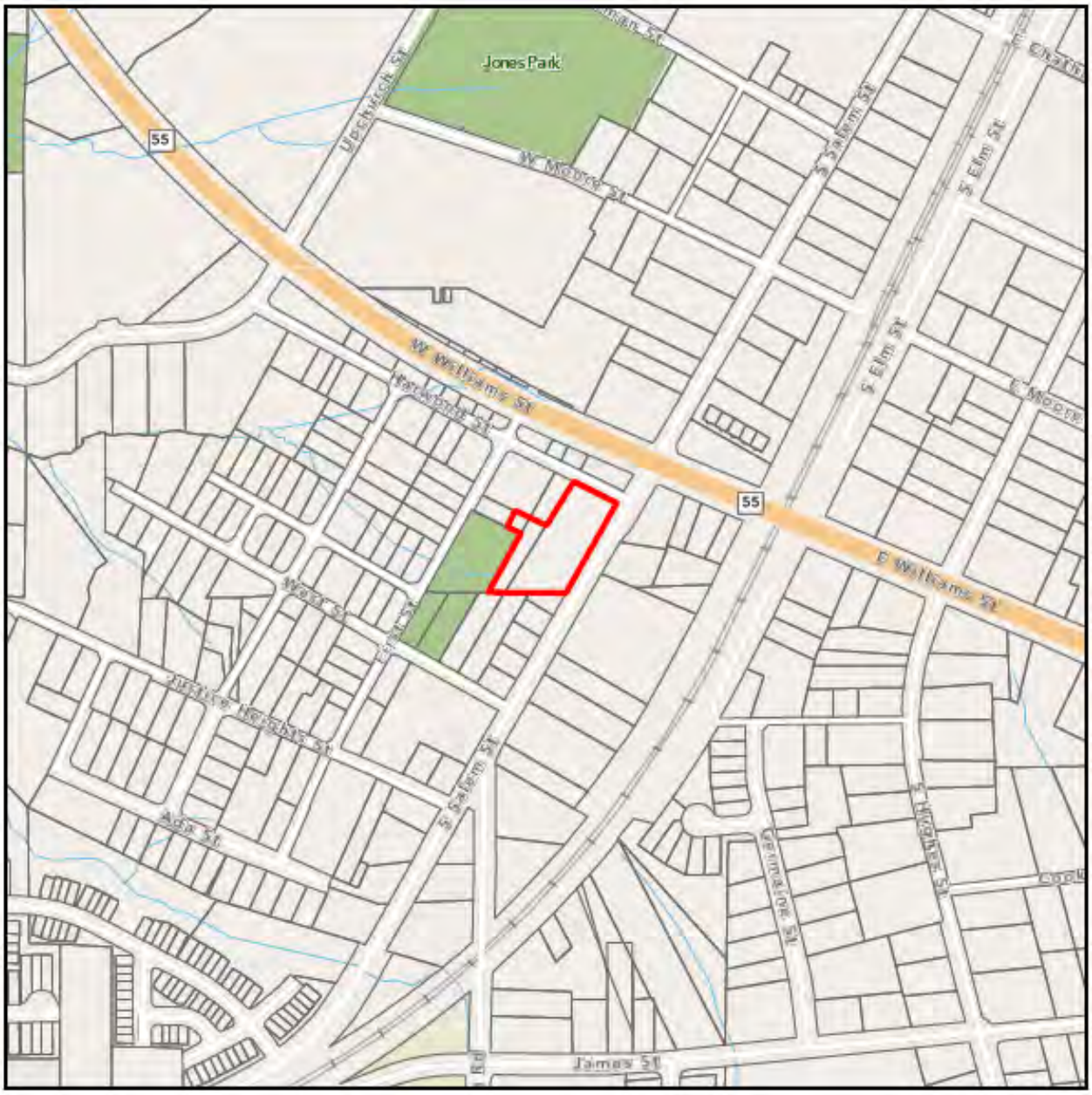
September 1, 2022
Revised: 11/1/22
Revised: 12/23/22
Revised: 1/25/23

Jones & Cnossen Engineering, PLLC
221 N. Salem Street, Suite 001
P.O. Box 1062
Apex, NC 27502
(919)387-1174

SECTION 1 – TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1	TABLE OF CONTENTS.....	1
SECTION 2	VICINITY MAP.....	2
SECTION 3	PROJECT DATA.....	3
SECTION 4	PURPOSE STATEMENT.....	3
SECTION 5	PERMITTED USES.....	4
SECTION 6	DESIGN CONTROLS.....	4
SECTION 7	ARCHITECTURAL STANDARDS.....	4
SECTION 8	PARKING AND LOADING.....	5
SECTION 9	SIGNS.....	5
SECTION 10	NATURAL RESOURCES AND ENVIRONMENT DATA.....	5
SECTION 11	STORMWATER MANAGEMENT.....	6
SECTION 12	PARKS AND RECREATION.....	6
SECTION 13	PUBLIC FACILITIES.....	7
SECTION 14	PHASING.....	8
SECTION 15	CONSISTENCY.....	8
SECTION 16	COMPLIANCE WITH THE UDO.....	8
SECTION 17	AFFORDABLE HOUSING.....	9

SECTION 2 – VICINITY MAP



N

0 200 400 800 ft

1 inch equals 400 feet

Disclaimer

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

SECTION 3 – PROJECT DATA

A. Project name: The Heights – PUD

B. Owner/Developer: Charm City Developers, LLC
4201 Taylor Hall Pl. – Chapel Hill, NC 27517

C. Prepared by: Jones & Cnossen Engineering, PLLC
221 N. Salem Street, Ste. 001 – Apex, NC, 27502

D. Designated Single Point of Contact:
Patrick L. Kiernan (Jones & Cnossen Engineering, PLLC)

E. Current and Proposed Zoning of the Property:
Current zoning: HD-SF (High Density Single Family)
Proposed zoning: PUD-CZ

F. Current and Proposed Land Uses:
Current: Vacant
Proposed: Residential

G. Current and Proposed 2045 Land Use Designation.
Current: Office Employment
Proposed: High Density Residential

H. Parcel Information:

Wake County Tax Identification Number	Acreage
0741-39-0442	1.33 acres (Small Town Character Overlay District)
0741-29-9306	
0741-29-8458 (Partial)	

SECTION 4 – PURPOSE STATEMENT

The Heights PUD is a proposed High Density Multi-Family Residential project, consisting of apartments or condominium units, which would be developed under the Town of Apex ordinance as a Planned Unit Development (PUD). The project contains two full parcels and one partial parcel within the Small Town Character Overlay District, and is being developed by Charm City Developers, LLC. The project is located at the corner of S. Salem Street and Harwood Street, and the existing parcels are currently vacant.

The proposal to rezone these properties to PUD-CZ is in keeping with the Town's Downtown Plan, as this project would help fulfill the goal for more residential units within the 10-minute walk (½ mile) radius of the heart of downtown, while also offering an urban-type design of high density multi-family units in the area directly adjacent to the planned location of the Town's future Multi-modal Transit Center. This is also in keeping with the objectives of Transit-Oriented Development, a strategy encouraged for Downtown Apex in anticipation of the new NCDOT S-Line passenger rail that will connect parts of North Carolina and Virginia.

SECTION 5 – PERMITTED USES

The Rezoned Land may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

- Condominium
- Multi-family or Apartment
- Utility, minor
- Park, active
- Park, passive
- Greenway

SECTION 6 – DESIGN CONTROLS

Maximum Density:	40 units per acre
Minimum Lot Width:	No minimum
Maximum Number of Dwelling Units:	49
Parking Requirement:	1.3 spaces per dwelling unit
Maximum Built-Upon Area:	75%
Maximum Building Height:	60' and 4 stories
Front Setback:	0'
Rear Setback:	15'
Side Setback:	10'
Note: Balconies, patios, decorative features, or other accessory structures may encroach into the S. Salem Street R/W with appropriate encroachment permission from Town of Apex Development Services.	

SECTION 7 – ARCHITECURAL STANDARDS

The architectural standards for this project shall comply with Section 6.3.1, *Small Town Character Overlay District* of the Town of Apex UDO, unless specifically noted otherwise in this document. The building scale and mass for this multi-family residential building shall be compatible with the established character of traditional Downtown Apex architecture. Building materials to be used for the project shall include a variety and diversity of colors, textures, and features; details of which shall be provided at the time of Minor Site Plan. The building shall not be required to comply with Section 6.3.1.G.4 of the Town of Apex UDO regarding the width of the façade. Instead, the scale of the building will be appropriate to the building type and will also relate appropriately to the long-term vision for this neighborhood, as outlined in the Town of Apex Downtown Plan. Building elevations shall comply with Section 6.3.1.H, *Residential Architectural Character,* of the Town of Apex UDO for all multi-family requirements (this does not include conditions pertaining to single family architectural standards).

Durable Materials

New building façades along publicly accessible rights-of-way shall include durable materials in keeping with surrounding buildings - brick/masonry (no concrete block), hardcoat stucco (no EIFS), cementitious or wood siding (no vinyl), and assorted trim elements of quality construction such as wood, aluminum storefront, and similar systems. Furthermore, at the ground floor along public rights-of-way and pedestrian pathways, exterior structural building elements including structured parking will be clad with brick and/or traditional hard coat stucco, cementitious siding, and/or high quality metal trim and screening.

Street Lighting

Adequate lighting of the sidewalk and street area is essential to creating a safe and inviting streetscape. Additional street lighting may be necessary to achieve the appropriate levels needed within the downtown corridor. A supplementary lighting plan will be provided at the time of Minor Site Plan for frontage of any development in the district.

Structured Parking

Structured parking below or adjacent to new development will be screened with elements that carry architectural features of primary structures. Openings in structures will be designed to be in scale with window fenestration of occupied space on the same facade of the building and will be softened with architectural screening such as metal lattices, mullions matching building patterns, or similar features. No unimproved concrete or steel structures visible from any right of way are permitted. Exterior building materials will conform to the standards in the above "Durable Materials" section.

SECTION 8 – PARKING AND LOADING

Parking and loading requirements shall be based on the rate of 1.3 parking spaces per dwelling unit for 1-2 bedroom units. This ratio is in keeping with Town of Apex staff recommendation, based on comparable projects in Town.

All other parking design standards, including requirements for accessible parking, bicycle parking, and electric-vehicle charging stations, shall comply with Section 8.3, *Off-street Parking and Loading,* of the Town of Apex UDO.

SECTION 9– SIGNS

Signage for this project will comply with Section 8.8, *Signs,* of the Town of Apex UDO.

SECTION 10 – NATURAL RESOURCE AND ENVIRONMENTAL DATA:

A. This project is located in the Upper Beaver Creek drainage basin which is in the Cape Fear Basin. This project currently falls within the Secondary Watershed Protection Overlay District as shown on Town of Apex Watershed Protection Overlay District Map.

B. There is no FEMA mapped floodplain within these parcels as shown on FEMA FIRM Map #3720074100J, dated May 2, 2006.

C. It has been determined that there are no jurisdictional streams, wetlands or riparian buffers located on this project.

D. There are no known historic structures on this project.

E. No resource conservation area or buffers are required for this PUD due to its location within the Small Town Character Overlay District, per Section 6.3.1.D.6 of the Town of Apex UDO.

F. Because this project is within the Small Town Character Overlay District, it is not required to go through the Environmental Advisory Board. With that said, these standard, EAB-recommended conditions shall also apply with this project:

    1. At least 75% of the plant species used in the landscape design shall be native species.
    2. Warm season grasses and landscaping that requires less irrigation and chemical uses shall be planted to facilitate drought resistance.
    3. A minimum of two (2) pet waste stations shall be installed within the development.
    4. Electric vehicle charging spaces shall be provided at a rate of 5% of all required motor vehicle parking spaces, an increase from Table 8.3-9 of the Town of Apex UDO.

SECTION 11 – STORMWATER MANAGEMENT

The Heights PUD will meet all applicable requirements and standards as described in Section 6.1, *Watershed Protection Overlay Districts,* of the Town of Apex UDO. This project will meet all stormwater reduction requirements including limiting the post-development stormwater flows to not exceed the pre-development stormwater runoff for the 1-year and 10-year 24 hour storm events.

The Heights PUD will use approved devices to control the stormwater and sediment runoff. These devices may include detention ponds, retention ponds, bioretention areas or any other approved SCM stormwater control. Stormwater control devices shall be landscaped and constructed to be an amenity to the development.

SECTION 12 – PARKS AND RECREATION

The Heights PUD was reviewed by the PRCR Advisory Commission at the November 30, 2022 meeting. The Advisory Commission unanimously recommended a fee-in-lieu of dedication for the project. Staff presented the concept of a sidewalk connection from West Street Park to the project, and it was supported with the location to be determined at the time of the site plan approval. The rate of the fee-in-lieu will be set at the time of the Town Council action on the rezoning and run with the life of the project.

SECTION 13 – PUBLIC FACILITIES

A. General Roadway Infrastructure

As shown on the PUD Layout Plan (sheet 2), all access points and planned vehicular circulation are conceptual and will be finalized at the time of Development Plan review and approval. A 10' right-of-way dedication would be provided along the S. Salem Street frontage, to complete ½ of the full 80' R/W for this section of S. Salem Street, as per the Town of Apex Thoroughfare and Collector Street Plan.

B. Pedestrian Facilities

For pedestrian connectivity, sidewalk circulation will be provided around all sides of the building, including connections made directly to S. Salem Street and Harwood Street. Where sidewalk already exists within the S. Salem Street or Harwood Street R/W's, additional, parallel sidewalks shall not be required to achieve the circulation around the building.

C. Public Transit

This project shall provide and construct one public bus stop along S. Salem Street within the project boundaries, with the exact location to be determined at the time of Minor Site Plan. The bus stop shall meet the approved Town of Apex bus stop standard construction specifications ("Town standards"), and be contained within the Town's public right-of-way if at all possible (and otherwise an easement shall be dedicated for maintenance of the bus stop into the future). The scope shall be dependent on the following conditions:

- If a bus route is in operation to service the stop at the time of site plan approval, the developer shall be responsible concrete site work and the purchase and installation of a bench, trash can, and two bike racks. All sitework and amenities shall comply with Town standards.
- If no such bus service is in operation at the time of site plan approval, the developer shall only be responsible for concrete site work which shall comply with Town standards. No installed amenities (bench, trash can, bike racks) shall be required by the Town.
- However, if the developer chooses to do so, they may purchase and install a bench and trash can even if no bus service will serve the stop at the time of site plan approval. In this case, the bench and trash can may be used to satisfy the UDO's public amenity requirement. All site work and amenities must comply with Town standards.

D. Water and Sanitary Sewer

As shown on the PUD Utility Plan (sheet 4), public sanitary sewer and public water are available within S. Salem Street as well as Harwood Street. Precise locations of utility service connections will be determined at the time of Minor Site Plan. Town of Apex standards and specifications shall be followed for all utility connections made to public sewer and water.

E. Storm Drainage

This project proposes to abandon the existing 30' public drainage easement on the northeast corner of the property, with the understanding that an alternate stormwater design will need to be approved by the Water Resources Director at Minor Site Plan and constructed by the developer. There is also an existing public storm drain that is internal to the project that was installed without a public drainage easement. This pipe would also be subject to re-alignment with this PUD proposal. Abandonment of any public stormwater easements would follow the Town's typical easement abandonment process. Any additional public drainage easements will be recorded at the time of Site Plan Final Plat.

F. Other Utilities

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the developer and shall meet the Town of Apex standards as outlined in the UDO.

SECTION 14 – PHASING

It is anticipated that this project would be constructed in one phase.

SECTION 15 – CONSISTENCY WITH LAND USE PLAN

The Town of Apex 2045 Land Use Map currently designates these parcels as Office Employment, meaning a change to the 2045 Land Use Map would be necessary for this rezoning. This PUD proposes to change the 2045 LUM designation to High Density Residential for these parcels. While this proposal is not consistent with the current 2045 Land Use Map, we believe this PUD is in keeping with the Town of Apex Downtown Plan, and that the proposed uses are compatible with, and would be supported by, the surrounding community.

SECTION 16 – COMPLIANCE WITH THE UDO

The proposed plans for The Heights PUD are in compliance with the standards and allowances provided in the current approved version of the Town of Apex Unified Development Ordinance. Any variances from UDO requirements, including, but not limited to, those found in the Small Town Character Overlay District, have been noted in this plan.

SECTION 17 – AFFORDABLE HOUSING

The Affordable Housing condition for this project may be applied in one of two ways, depending on the proposed use of the building at the time of Minor Site Plan. The specific floor plan selection, including unit size and number of bedrooms, shall be chosen at the discretion of the developer at the time of Minor Site Plan.

A. Rental product scenario (Multi-family or Apartment)

A minimum of two (2) residential units (as shown at the time of Minor Site Plan) shall be designated as restricted low-income affordable housing rental units (the "Affordable Units") for a minimum affordability period of twenty (20) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordable Restriction Period"). The Affordable Units shall be occupied by low-income households earning no more than eighty percent (80%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI), adjusted for family size, as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Units shall either be 1-bedroom or 2-bedroom units and rented to low-income households during the Affordable Restriction Period at maximum rent limits per bedroom size, no greater than eighty percent (80%) of the Raleigh, NC MSA AMI as most recently published by the HUD and stipulated by the most recently published North Carolina Housing Finance Agency (NCHFA) Low-Income Housing Tax Credit (LIHTC) Multifamily Tax Subsidy Program (MTSP) income and rent limits for the Wake County Metropolitan Area. Prior to issuance of the first residential Certificate of Occupancy, a restrictive covenant between the Town and property owner shall be executed and recorded in the Wake County Registry to memorialize the affordable housing terms and conditions. During the Affordable Restriction Period, either the property owner or management company shall be responsible for performing all property management and administration duties to ensure compliance with this affordable housing condition and shall submit annual compliance reports to the Town verifying compliance with this affordable housing condition. Following expiration of the Affordable Restriction Period, this affordable housing condition shall expire, and the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the Affordable Units may freely be marketed and leased at market-rate rents.

B. Ownership product scenario (Condominium)

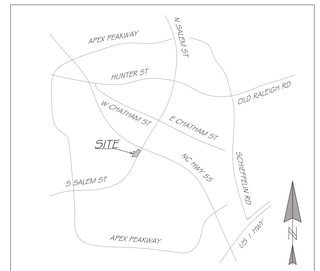
Of the permitted residential condo dwellings, at least two (2) restricted median income affordable housing condo ownership units (Affordable Housing Units) shall be constructed on-site and sold at a mutually agreeable maximum affordable housing median-income ownership sales price that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall be occupied by households earning no more than one hundred percent (100% - Median-Income) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. The two (2) Affordable Housing units shall be identified on the Condominium Final Plat, which may be amended from time to time. A restrictive covenant (i.e. unit reservation agreement) shall be recorded against the two (2) Affordable Housing units prior to the Condominium Final Plat, and a separate restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against each of the Affordable Housing units at purchase closing to memorialize the affordable housing terms and conditions of the approved zoning condition.

THE HEIGHTS

PLANNED UNIT DEVELOPMENT

0 50 100 200

GRAPHIC SCALE



VICINITY MAP
N.T.S.

SITE DATA	
PROJECT NAME	THE HEIGHTS - PUD
PREPARER'S CONTACT INFORMATION	JONES & CNOSSEN ENGINEERING, PLLC P.O. BOX 1062 APEX, NORTH CAROLINA 27502 PHONE - (919) 387-1174 FAX - (919) 387-3375 CONTACT PERSON - PATRICK L. KIERNAN
OWNER / DEVELOPER CONTACT INFORMATION	CHARM CITY DEVELOPERS, LLC 4201 TAYLOR HALL PLACE CHAPEL HILL, NC 27517 PHONE - (919) 703-6203 CONTACT PERSON - ANDREW ROSS
CURRENT ZONING	HIGH DENSITY SINGLE-FAMILY (HD-SF)
PROPOSED ZONING	PUD-CZ
CURRENT 2045 LAND USE MAP DESIGNATION	OFFICE EMPLOYMENT
PROPOSED 2045 LAND USE MAP DESIGNATION	HIGH DENSITY RESIDENTIAL
WAKE COUNTY PINS	0741-39-0442, 0741-29-9306, 0741-29-8458 (PARTIAL)
TOTAL PROJECT AREA	1.33 ACRES
MAXIMUM DENISTY	40 UNITS/ACRE
MAXIMUM NUMBER OF DWELLING UNITS	49
AREA PROPOSED AS NON-RESIDENTIAL	0 ACRES
REQUIRED RCA / BUFFER AREA	N/A (SMALL TOWN CHARACTER OVERLAY DISTRICT IS EXEMPT)
MAXIMUM BUILT UPON AREA FOR PUD	1.00 ACRES (75%)
MAXIMUM BUILDING HEIGHT	60' OR 4 STORIES
OFF STREET PARKING	1.3 SPACES PER DWELLING UNIT
PUBLIC RECREATION REQUIREMENT	FEE-IN-LIEU FOR MULTI-FAMILY UNITS (RATE TBD)
WATERSHED INFORMATION	SECONDARY; UPPER BEAVER CREEK BASIN
HISTORIC STRUCTURE?	NO
PHASED DEVELOPMENT	NO
FEMA FLOODPLAIN INFORMATION	MAP #3720074100J (DATED MAY 2, 2006) - PROJECT IS NOT WITHIN 100 YEAR FLOODPLAIN

PERMITTED USES:

- MULTI-FAMILY OR APARTMENT
- CONDOMINIUM
- UTILITY, MINOR
- PARK, ACTIVE
- PARK, PASSIVE
- GREENWAY

MINIMUM BUILDING SETBACKS	
FRONT	0'
REAR	15'
SIDES	10'

PD PLAN - DRAWING SHEET INDEX

1 COVER SHEET
2 PRELIMINARY LAYOUT PLAN
3 EXISTING CONDITIONS PLAN
4 PRELIMINARY UTILITY PLAN

THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST.
SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.jonescnossen.com

NORTH CAROLINA PROFESSIONAL SEAL 049938 ENGINEER PATRICK L KIERNAN 12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
WAKE COUNTY, NORTH CAROLINA
TOWN OF APEX

COVER SHEET

SCALE	1"= 100'
DRAWN	PLK
DATE	SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET 1

PROJECT 2150

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

NOTES:

1. BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION INFORMATION WAS TAKEN FROM A SURVEY COMPLETED BY SMITH & SMITH SURVEYORS.
2. THE SITE HAS BEEN EVALUATED FOR THE EXISTENCE OF WETLANDS AND STREAMS BY TERRACON CONSULTANTS, INC., AND NONE ARE PRESENT ON THIS SITE AS SHOWN HEREON.
3. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720074100J (DATED MAY 2, 2006).
4. THIS SITE IS LOCATED WITHIN THE SECONDARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
6. PER THE TOWN OF APEX THOROUGHFARE AND COLLECTOR STREET PLAN, S. SALEM STREET CARRIES THE DESIGNATION OF 3-LANE THOROUGHFARE, MEANING A 10' R/W DEDICATION SHALL BE REQUIRED IN ORDER TO PROVIDE 1/2 OF THE ULTIMATE 80' R/W FOR S. SALEM STREET.
7. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.

PLANNING NOTES:

1. IN LIEU OF A FULL TRANSPORTATION IMPACT ANALYSIS, A TRIP GENERATION LETTER HAS BEEN PROVIDED WITH THIS PUD SUBMITTAL.
2. ALL SIGNAGE SHALL COMPLY WITH TOA UDO SECTION 8.7, SIGNS

NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-7165
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-8134
ZONED: HD SF
USE: SINGLE FAMILY

NOW OR FORMERLY
RENT TO FREEDOM LLC.
PIN: 0741-29-9159
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
ATM DEVELOPMENT, LLC
PIN: 0741-29-9284
ZONED: HD SF
USE: SINGLE TEN.

WEST STREET PARK
NOW OR FORMERLY
TOWN OF APEX
PIN: 0741-29-8308
ZONED: CB
USE: PUBLIC PARK

EX. CHAINLINK FENCE

NOW OR FORMERLY
ANFIELD ENTERPRISES, LLC
PIN: 0741-29-8458
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
JACQUELINE MCCLOUD
PIN: 0741-29-9517
ZONED: HD SF
USE: SINGLE FAMILY

EX. CHAINLINK FENCE

EX. RESIDENCE

EX. HVAC

NOW OR FORMERLY
MARY & CURTIS EPPS
PIN: 0741-39-0503
ZONED: HD SF
USE: SINGLE FAMILY

APPROXIMATE LOCATION OF PARKING

APPROXIMATE LOCATION OF 4-STORY CONDOMINIUM OR APARTMENT BUILDING

APPROXIMATE LOCATION OF PRIMARY ENTRANCE ONTO HARWOOD STREET (FULL ACCESS)

THE HEIGHTS
PUD = 1.33 ACRES

10' R/W DEDICATION

EX. STANDARD CURB & GUTTER

EX. SPEED LIMIT SIGN

S. SALEM STREET

EX. 30' PUBLIC DRAINAGE EASEMENT TO BE ABANDONED

EX. VARIABLE WIDTH ELECTRIC EASEMENT

HARWOOD STREET

EX. VALLEY CURB & GUTTER

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0616
ZONED: BI
USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-0673
ZONED: BI
USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-1559
ZONED: BI
USE: SERVICE GARAGE

EX. DRIVEWAY

NC 55 - W. WILLIAMS STREET

NOW OR FORMERLY
APEX FIRST BAPTIST CHURCH
PIN: 0741-39-2120
ZONED: BI
USE: CHURCH

EX. 5' CONCRETE SIDEWALK

NOW OR FORMERLY
MARY ELIZABETH HORTON
PIN: 0741-39-2365
ZONED: BI
USE: VACANT

NOW OR FORMERLY
ARTHUR DOVE
PIN: 0741-39-2499
ZONED: BI
USE: SINGLE TEN.

EX. DRIVEWAY

EX. STOP SIGN

0 10 20 30
GRAPHIC SCALE

THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY

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NORTH CAROLINA PROFESSIONAL SEAL 049936 ENGINEER PATRICK L KIERNAN 12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
WAKE COUNTY, NORTH CAROLINA
TOWN OF APEX

PRELIMINARY LAYOUT PLAN

SCALE	1"=20'
DRAWN	PLK
DATE	SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET 2
PROJECT 2150

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

TOWN REQUIRED PUD NOTES:

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4. THIS SITE IS LOCATED WITHIN THE SECONDARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.

NOW OR FORMERLY
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PIN: 0741-29-7165
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
MARIAN MORING
PIN: 0741-29-8134
ZONED: HD SF
USE: SINGLE FAMILY

NOW OR FORMERLY
RENT TO FREEDOM LLC.
PIN: 0741-29-9159
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
ATM DEVELOPMENT, LLC
PIN: 0741-29-9284
ZONED: HD SF
USE: SINGLE TEN.

NOW OR FORMERLY
APEX FIRST BAPTIST CHURCH
PIN: 0741-39-2120
ZONED: B1
USE: CHURCH

NOW OR FORMERLY
MARY ELIZABETH HORTON
PIN: 0741-39-2365
ZONED: B1
USE: VACANT

NOW OR FORMERLY
ARTHUR DOVE
PIN: 0741-39-2499
ZONED: B1
USE: SINGLE TEN.

WEST STREET PARK
NOW OR FORMERLY
TOWN OF APEX
PIN: 0741-29-8308
ZONED: CB
USE: PUBLIC PARK

NOW OR FORMERLY
KC2 HOLDINGS, LLC &
FMR INVESTMENTS, LLC
PIN: 0741-29-9306
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
KC2 HOLDINGS, LLC &
FMR INVESTMENTS, LLC
PIN: 0741-39-0442
ZONED: HD SF
USE: VACANT

NOW OR FORMERLY
ANFIELD ENTERPRISES, LLC
PIN: 0741-29-8458
ZONED: HD SF
USE: VACANT

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PIN: 0741-29-9517
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USE: VACANT

NOW OR FORMERLY
SAULS INVESTMENT
PROPERTIES, LLC
PIN: 0741-39-1559
ZONED: B1
USE: SERVICE GARAGE

THE HEIGHTS
PUD = 1.33 ACRES

S. SALEM STREET

HARWOOD STREET

NC 55 - W. WILLIAMS STREET

22" GUM
20" GUM
20" GUM
22" GUM
EX. TREELINE
EX. CHAINLINK FENCE
EX. PROPERTY LINE (TO BE REMOVED)
EX. SHED
18" PINE
4" PVC DRAIN PIPE
EX. RESIDENCE
18" GUM
30" POPLAR
24" PINE
18" GUM
18" PINE
18" PINE
18" PINE
20" PINE
20" POPLAR
18" PINE
EX. DRAINAGE OUTLET SUBMERGED
34" GUM
EX. CHAINLINK FENCE
EX. RESIDENCE
EX. HVAC
EX. DRIVEWAY
EX. PP
14' ENCROACHMENT
EX. VARIABLE WIDTH SLOPE EASEMENT
EX. TREELINE
EX. 24" RCP
EX. SATELLITE DISH
EX. OHW (TYP.)
EX. UTILITY CABINET
EX. OHW (TYP.)
EX. GAS LINE
EX. WV
EX. FH
EX. STANDARD CURB & GUTTER
EX. SPEED LIMIT SIGN
EX. PP
EX. 5' CONCRETE SIDEWALK
36" PECAN
EX. STORM MANHOLE
EX. PP
EX. CATCH BASIN (TYP.)
EX. 18" RCP
EX. 24" RCP
EX. 15" RCP
EX. 30' PUBLIC DRAINAGE EASEMENT
EX. MAILBOX
EX. PP
EX. VALLEY CURB & GUTTER
EX. VARIABLE WIDTH ELECTRIC EASEMENT
EX. 8" SAN SEWER (TYP.)
EX. 6" DIW
EX. 15" RCP
EX. PP
EX. 8" SAN SEWER (TYP.)
EX. 6" DIW (TYP.)
EX. 15" RCP
EX. DRIVEWAY
EX. STOP SIGN
EX. UTILITY INDICATORS AND CABINETS
EX. WV
EX. MH
EX. PP
EX. DRIVEWAY

N 49°25'05" W - 44.39'
N 29°47'11" E - 146.97'
N 49°25'43" W - 170.27'
N 40°29'21" W - 85.46'
N 29°16'05" E - 103.71'
N 40°07'18" E - 20.56'
N 40°07'18" E - 103.58'
S 39°48'10" W - 295.45'
N 39°21'21" E - 144.32'

0 10 20 30
GRAPHIC SCALE

THIS SHEET IS FOR
ILLUSTRATIVE PURPOSES ONLY

Jones & Crossen ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
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Registration: P-0151
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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 049936 PATRICK L KIETRAN 12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
TOWN OF APEX | WAKE COUNTY, NORTH CAROLINA

EXISTING CONDITIONS PLAN

SCALE	DRAWN
1"=20'	PLK

DATE: SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET: 3
PROJECT: 2152

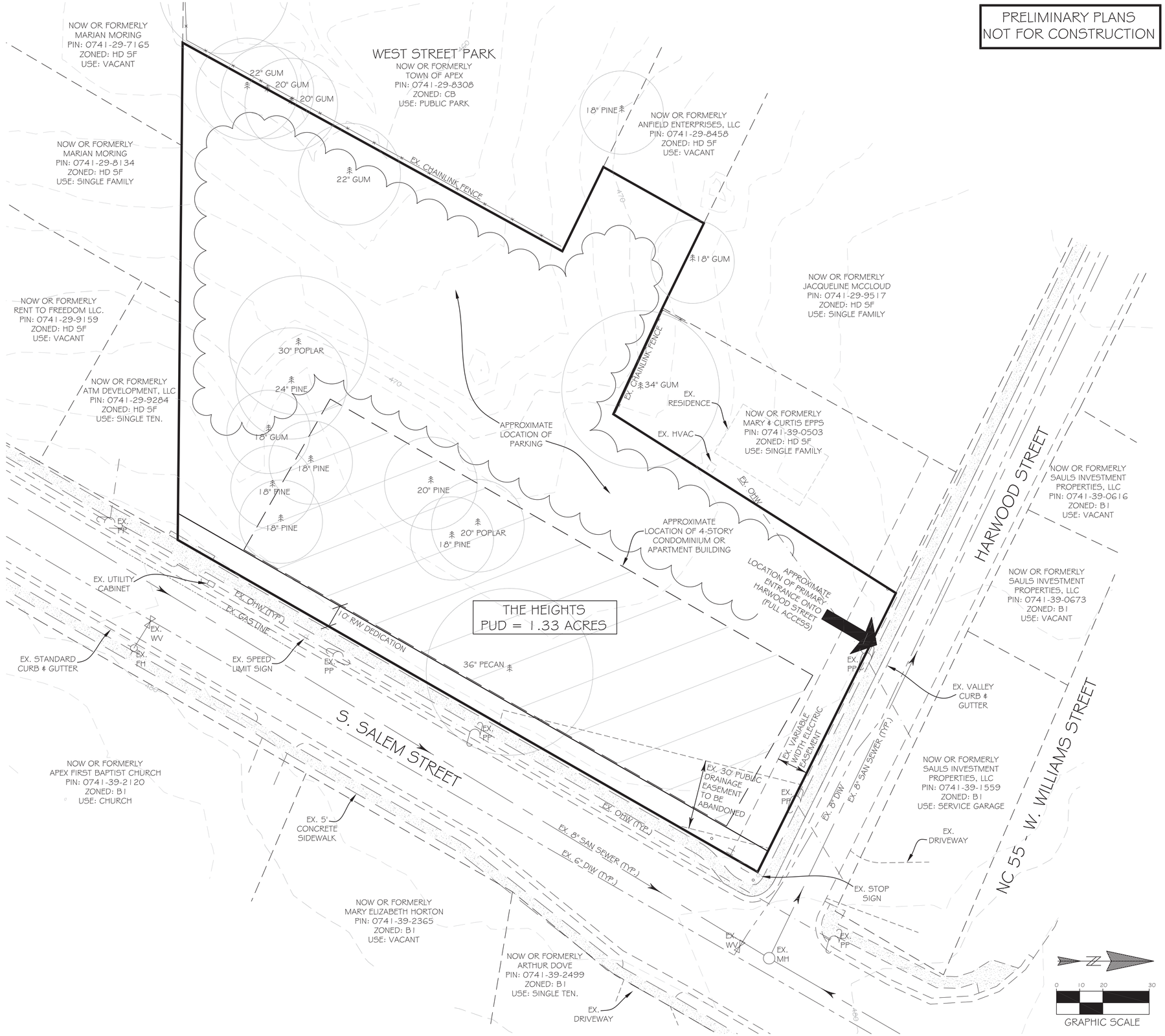
PRELIMINARY PLANS
NOT FOR CONSTRUCTION

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

NOTES:

1. BOUNDARY, TOPOGRAPHIC AND EXISTING CONDITION INFORMATION WAS TAKEN FROM A SURVEY COMPLETED BY SMITH & SMITH SURVEYORS.
2. THE SITE HAS BEEN EVALUATED FOR THE EXISTENCE OF WETLANDS AND STREAMS BY TERRACON CONSULTANTS, INC., AND NONE ARE PRESENT ON THIS SITE AS SHOWN HEREON.
3. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720074100J (DATED MAY 2, 2006).
4. THIS SITE IS LOCATED WITHIN THE SECONDARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
6. THE FUTURE LOCATIONS FOR WATER AND SEWER SERVICE CONNECTIONS IS DEPENDENT ON THE BUILDING DESIGN AND SHALL BE DETERMINED AT THE TIME OF MINOR SITE PLAN. PUBLIC WATER AND SEWER ARE BOTH AVAILABLE WITHIN S. SALEM STREET AND HARWOOD STREET FOR SERVICE CONNECTION.
7. CONTACT FOR TOWN OF APEX ELECTRIC UTILITIES IS RODNEY SMITH AT 919-249-3342.
8. THIS DEVELOPMENT SHALL USE FULL TOWN OF APEX SERVICES INCLUDING WATER, SEWER AND ELECTRICITY.
9. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.



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NORTH CAROLINA PROFESSIONAL SEAL 049938 ENGINEER PATRICK L KIERNAN 12/23/22

THE HEIGHTS
PLANNED UNIT DEVELOPMENT
TOWN OF APEX — WAKE COUNTY, NORTH CAROLINA

PRELIMINARY UTILITY PLAN

SCALE	1"=20'
DRAWN	PLK
DATE	SEPTEMBER 1, 2022

REVISION	
11/3/22	PER TRC
12/23/22	PER TRC

SHEET 4
PROJECT 2150

DESIGN NOTES:

BRICK:
Final brick color TBD. Brick to be studied with surrounding area and context.
- Red, Tan, or Brick Blend.

HARDIE PANEL SIDING:
Various textures. Final color TBD. Other options:
- Smooth panel with metal Reglet reveals
- Traditional plank siding application

CAST STONE BASE:
Large format masonry for the building base
- Variation in coursing
- Water table, accent pieces to be studied.

WINDOWS / DOORS:
- Aluminum or vinyl units
- Sizes, colors and mullion patterns may vary.

Other potential materials to be studied on final elevations:
- Nichia wood-like panels
- Hard Coat Stucco

THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - East Elevation

22 December 2022

Scale: N.T.S

new city design group

THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - North Elevation

22 December 2022

Scale: N.T.S

new city design group

THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - West Elevation

22 December 2022

Scale: N.T.S

new city design group

THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY

SEE ALTERNATE MATERIAL NOTES ON PERSPECTIVE RENDERING VIEW

406 S. Salem St.

Apex, NC

Conceptual Design - South Elevation

22 December 2022

Scale: N.T.S

new city design group

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Case #22CZ23 Yellowbridge PUD Amendment, Tucker Ennis, Lennar Carolinas LLC., petitioner, for the properties located at 2813 & 2817 US 64 Highway West (PINs 0722743789 & 0722752304).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case #22CZ23 was approved at the January 24, 2023 Town Council meeting.

Attachments

- Attachment A: Ordinance to Amend the Official Zoning District Map; Rezoning Case No. 22CZ23
- Attachment B: Owner Affidavit for Yellowbridge Rezoning Legal Description; Exhibit A; Rezoning Case No. 22CZ23
- Attachment C: Parker Poe; Exhibit B; Rezoning Case No. 22CZ23

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 48.2331 ACRES LOCATED AT 2813 & 2817 US 64 HIGHWAY WEST FROM PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ #22CZ06) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#22CZ23

WHEREAS, Tucker Ennis, Lennar Carolinas, LLC./ Yellow Bridge Capital, LLC & Apex owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of November 2022 (the "Application"). The proposed conditional zoning is designated #22CZ23;

WHEREAS, the Director of Planning for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #22CZ23 before the Planning Board on the 9th day of January 2023;

WHEREAS, the Apex Planning Board held a public hearing on the 9th day of January 2023, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #22CZ23. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #22CZ23;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning caused proper notice to be given (by publication and posting), of a public hearing on #22CZ23 before the Apex Town Council on the 24th day of January 2023;

WHEREAS, the Apex Town Council held a public hearing on the 24th day of January 2023; Lauren Staudenmaier, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #22CZ23 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Medium Density Residential and Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning and the Apex Town Council has further considered that the proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will provide provide additional flexibility with architectural design with no other changes to the approved PUD standards. The proposed changes are generally consistent with the approved residential developments to the south and east.; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #22CZ23 rezoning the subject tract located at 2813 & 2817 US 64 Highway West from Planned Unit Development-Conditional Zoning (PUD-CZ #22CZ06) to Planned Unit Development-Conditional Zoning (PUD-CZ).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Planned Unit Development-Conditional Zoning (PUD-CZ

#22CZ06) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

Section 3: The Director of Planning is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" Yellowbridge PUD Amendment which are imposed as part of this rezoning.

Section 5: 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 Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Section 6: This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member_____

Seconded by Council Member_____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the _____ day of _____ 2023.

TOWN OF APEX

_____
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Exhibit A
To Owner Affidavit for
Yellowbridge Rezoning
Legal Description

PIN# 0722752304 & 0722743789

All that certain real property situated in White Oak Township, Wake County, North Carolina, described as follows:

Beginning at a set iron rod on the northern right of way line of Chanticlair Drive, said iron rod marking the southwestern corner of Lot 74 as said lot is shown and so designated on that certain subdivision plat entitled "Windsor at Abbington – Phase 1, Section A, Map 2, Lots 24-27 & 65-74" recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the northern right of way line of Chanticlair Drive, South 89°37'45" West 280.73 feet to a set iron rod; thence South 00°22'15" East 30.04 feet to a set iron rod at the centerline of the western terminus of Chanticlair Drive and the northeastern corner of the 0.08 acre Reserved Area depicted on that certain subdivision plat entitled "Stratford at Abbington, Phase 1: Lots 1-31, 65-75, Owner: Highway 64, LLC" recorded in Book of Maps 2006, Pages 2638 to 2640, Wake County Registry; thence along the northern and western boundary of said Reserved Area and continuing along the northwestern boundary of said Stratford at Abbington subdivision the following nine courses: (1) South 89°37'45" West 118.01 feet to a set iron rod; (2) South 05°29'21" West 40.93 feet to a set iron rod; (3) South 01°54'29" East 98.00 feet to a set iron rod; (4) South 11°29'28" East 62.80 feet to a set iron rod; (5) South 22°27'50" West 118.06 feet to a found iron pipe; (6) South 70°08'38" West 118.71 feet to a found iron pipe; (7) South 77°30'46" West 65.05 feet to a found iron pipe; (8) South 73°46'05" West 40.75 feet to a found iron pipe; and (9) South 73°28'08" West 311.49 feet to a found iron pipe at an angle point in the northern boundary of Lot 64 as said lot is shown and so designated on that certain subdivision plat entitled "Stratford at Abbington, Phase 2: Lots 32-64, Owner: Highway 64, LLC" recorded in Book of Maps 2008, Pages 33 and 34, Wake County Registry; thence along the northern boundary of said Stratford at Abbington Phase 2 subdivision South 82°16'49" West 758.57 feet to a found iron pipe with cap at the northwestern corner of Lot 56 of said Stratford at Abbington Phase 2 subdivision, said point also being on the eastern boundary of Lot 2 as said lot is shown and so designated on that certain plat entitled "Recombination Survey for Cecil V. Campfield and Wife Sharon K. Campfield" recorded in Book of Maps 1995, Page 334, Wake County Registry; thence along the eastern boundary of said Campfield plat the following two courses: (1) North 03°08'59" East 417.75 feet to a found bent iron pipe; and (2) North 03°12'21" East 406.54 feet to a found iron pipe with cap at the southeastern corner of Lot 'A' as said lot is shown and so designated on that certain plat entitled "Recombination for Joel V. Perry" recorded in Book of Maps 1985, Page 522, Wake County Registry; thence along the eastern boundary of said Perry plat North 03°11'42" East 841.95 feet to a found iron rod with cap on the southern right of way line of U.S. Highway 64; thence along said southern right of way line North 82°54'26" East 331.57 feet to a set iron rod at the northwestern corner of the parcel depicted on that certain plat entitled "Boundary Survey, Property of Calvin Mills, Prepared for David and Sharon Raymer" recorded in Book of Maps 2004, Page 698, Wake County Registry; thence along the western, southern and eastern boundary of said Mills plat the following three courses: (1) South 07°08'43" East 189.52 feet to a found iron pipe; (2) North 82°51'17" East 420.02 feet to a found iron pipe; and (3) North 07°08'43" West 189.14 feet to a set iron rod on the southern right of way line of U.S.

Highway 64; thence along said southern right of way line the following two courses: (1) North 82°54'26" East 265.68 feet to a set iron rod; and (2) North 82°53'08" East 305.02 feet to a set iron rod at the northwestern corner of Area “B” as shown and so designated on that certain plat entitled “Property of Blakely-Braswell Land Company, LLC” recorded in Book of Maps 1996, Page 634, Wake County Registry; thence along the western boundary of said Area “B”, South 11°47'52" West 42.58 feet to a found iron pipe with cap at the northwestern corner of Tract ‘A’ as said lot is shown and so designated on that certain plat entitled “Property of Calvin E. Mills, Alta Belle P. Mills, Ted Mills & Randy Mills By William R. Hoke & Paul Stam, Jr., Co-trustees” recorded in Book of Maps 1984, Page 404, Wake County Registry; thence along the western and southern boundaries of said Mills plat the following five courses: (1) South 07°43'26" West 146.44 feet to a found iron pipe with cap; (2) South 03°03'23" East 318.20 feet to a found iron pipe with cap; (3) South 05°04'48" West 519.04 feet to a found iron pipe with cap; (4) South 15°45'44" West 60.82 feet to a found iron pipe with broken cap; and (5) South 89°57'43" East 359.26 feet to a found iron pipe with cap on the western boundary of Lot 73 of the previously mentioned Windsor at Abbington subdivision plat recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the western boundary of said Windsor at Abbington subdivision South 02°25'07" East 148.61 feet to the point of beginning.

Containing 48.2331 acres, more or less, and being all of Lot “B” as said lot is shown and so designated on that certain plat entitled “Subdivision, Property of Gaither Bryant Garner, Jr. and Gerald L. Hornick” recorded in Book of Maps 1984, Page 1516, Wake County Registry, TOGETHER WITH all of Tract 1 as said tract is shown and so designated on that certain plat entitled “Division for Gerald L. Hornick, et ux and G. Bryant Garner, et ux” recorded in Book of Maps 2003, Page 474, Wake County Registry, LESS AND EXCEPT the area dedicated as public right of way for Chanticlair Drive as recorded in Deed Book 11778, Page 1490, Wake County Registry.

Attachment B

Parker Poe

Matthew J. Carpenter
Attorney
t: 919-835-4032
MatthewCarpenter@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

December 1, 2022

Via Town of Apex IDT
Lauren Staudenmaier
Planner
Town of Apex
73 Hunter Street
Apex, NC 27502

RE: Yellowbridge Planned Unit Development Amendment; PINs 0722752304 and 0722743789 (the "Property")

Dear Lauren,

This letter is to inform you of a proposed PUD Amendment to amend the PUD Text as follows:

Residential District Design Guideline 6 for Single-Family detached homes on Pg. 14 shall be amended as follows by adding the language shown in underline and deleting the language shown in strikethrough:

6. Garages on the front façade of homes that face the street shall not exceed ~~3~~50% of the total width of the house and garage together.

This is the only change proposed by the PUD Amendment.

Sincerely,

Matthew J. Carpenter

YELLOWBRIDGE

Planned Unit Development

Apex, North Carolina

Submittal Dates
First Submittal: March 1, 2022
Second Submittal: April 8, 2022
Third Submittal: May 13, 2022
Fourth Submittal: June 10, 2022
Fifth Submittal: June 28, 2022

Developer
Lennar Corporation
Raleigh Division
1100 Perimeter Park Drive, Suite 112
Morrisville, NC 27560

Civil Engineer
Peak Engineering & Design
1125 Apex Peakway
Apex, NC 27502

Land Use Attorneys
Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27602

Parker Poe

PEAK Engineering & Design

TABLE OF CONTENTS

VICINITY MAP....3

PROJECT DATA....4

PURPOSE STATEMENT....5

PERMITTED USES....8

AFFORDABLE HOUSING....10

DESIGN CONTROLS....11

ARCHITECTURAL STANDARDS....14

PARKING AND LOADING....21

SIGNAGE....21

CONSTRUCTION TRAFFIC....21

NATURAL RESOURCES AND ENVIRONMENTAL DATA....21

STORMWATER MANAGEMENT....22

PARKS AND RECREATION....23

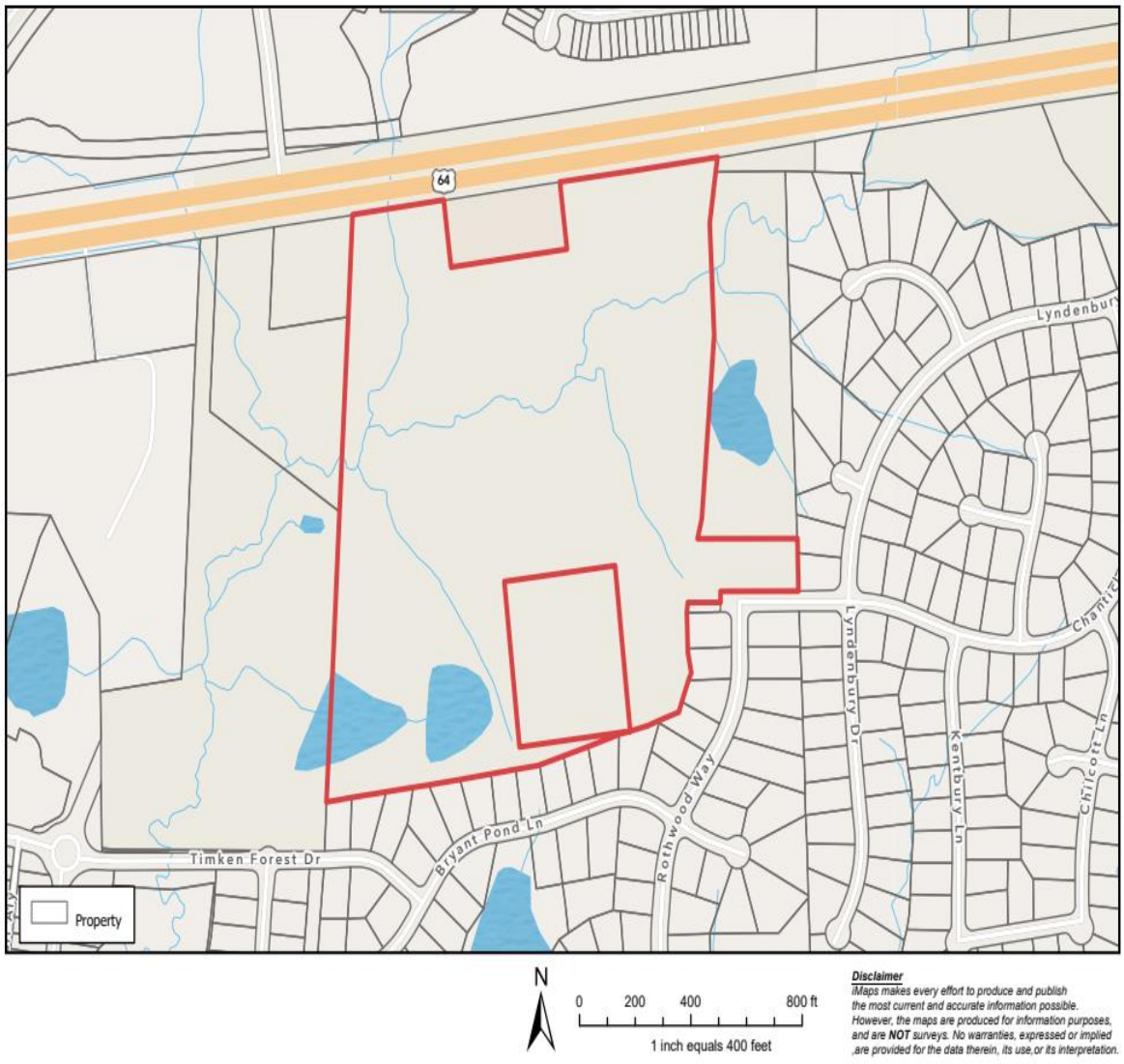
PUBLIC FACILITIES....23

PHASING....25

CONSISTENCY WITH LAND USE PLAN....25

COMPLIANCE WITH UDO....25

VICINITY MAP



PROJECT DATA

Name of Project:	Yellowbridge PUD
Property Owner:	Yellowbridge Capital, LLC 113 Mill Point Road Kitty Hawk, NC 27949
Developer:	Lennar Corporation Raleigh Division 1100 Perimeter Park Drive, Suite 112 Morrisville, NC 27560
Prepared by:	Parker Poe Adams & Bernstein LLP 301 Fayetteville Street, Suite 1400 Raleigh, NC 27601 Peak Engineering & Design 1125 Apex Peakway Apex, NC 27502
Current Zoning:	Rural Residential (RR)
Proposed Zoning:	Planned Unit Development Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map Designation:	Medium Density Residential
Proposed 2045 Land Use Map Designation	Residential Area: Medium Density Residential Commercial Area: Commercial Services
Site Address:	2817 US 64 Highway W Apex NC 27523 2813 US 64 Highway W Apex NC 27523
Property Identification Number:	0722752304 0722743789 (the "Property")
Total Acreage:	48.43 acres
Area Designated as Mixed Use on LUM	None
Area Proposed as Non- Residential:	3.5 acres

PURPOSE STATEMENT

This document and the accompanying exhibits submitted herewith (collectively, the "PUD") are provided pursuant to the Town of Apex Unified Development Ordinance ("UDO") Planned Unit Development provisions. This PUD addresses the development of approximately 48.43 acres along US 64 Highway W, less than one mile from the 540/US-64 interchange. The Property is undeveloped and within the Town's Extra Territorial Planning jurisdiction. Yellowbridge PUD will be a mixed-use community with two districts, the Residential District and the Commercial District.

Yellowbridge PUD will feature a mix of single-family detached homes, alley loaded townhouses, front loaded townhouses, and commercial uses with walking paths and open space (the "Development"). The mix of housing types will serve residents with varying budgets, backgrounds, and family needs. The community will be conveniently located to existing amenities and have easy access to highways. The neighborhood style commercial uses fronting US-64 Highway West will create a transition in development intensity from the highway south through the Development. The PUD is intended to create flexibility in design and land uses to deliver a high quality residential development that fits the context of existing development in the area. The Residential District is consistent with the Property's Medium Density Land Use Map ("LUM") designation; and generally, with the Apex Comprehensive Plan's ("Peak Plan") goal of accommodating a mix of housing types to serve the Town's growing and increasingly diverse population. Although the LUM does not specifically designate the Property for commercial uses, the portion of the Property fronting US-64 Highway West is appropriate for the neighborhood serving commercial uses permitted by this PUD. The Commercial District is located directly across US-64 Highway West from the Westford PUD which permits a variety of residential, office, and commercial uses along the road. Additionally, the Commercial District is located adjacent to the Local Bar and is separated from the Residential District by a stream and wetlands that will act as a natural buffer between future commercial uses and residential neighborhoods to the south.

CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS

(i) The uses proposed to be developed in the PD plan for PUD-CZ are those uses permitted in Sec. 4.2.2 Use Table

RESPONSE: The uses permitted within The Yellowbridge PUD are permitted within this designation in UDO Section 4.2.2 Use Table.

(ii) The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.

RESPONSE: The Yellowbridge PUD is a mixed use community with a mix of housing types and commercial uses outlined in this PUD.

(iii) The dimensional standards in Sec. 5.1.3 Table of Intensity and Dimensional Standards, Planned Development Districts may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.

RESPONSE: This PUD specifies intensity and dimensional standards for the project. The PUD's standards are consistent with the UDO's vision for Planned Unit Developments – to provide site specific, high-quality neighborhoods that preserve natural features and exhibit compatibility with, and connectivity to, surrounding land uses. Except as specifically stated in this PUD, Yellowbridge will comply with all other requirements of the UDO and will comply with all applicable requirements of the North Carolina Building Code and the North Carolina Fire Code.

(iv) The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Advance Apex: The 2045 Transportation Plan and the Town of Apex Standard Specifications and Standard Details, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Advance Apex: The 2045 Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.

RESPONSE: Yellowbridge PUD will feature sidewalks throughout. Sidewalks will connect the project and the adjacent Abbington neighborhood, improving pedestrian connectivity. The PUD also commits to significant right of way dedication and roadway improvements called for by the Transportation Plan.

(v) The design of development in the PD Plan for PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area indicate that a through street is not essential in the location of the proposed cul-de-sac, or where sensitive environmental areas such as streams, floodplains, and wetlands would be substantially disturbed by making road connections.

RESPONSE: The proposed street layout has been designed to enhance pedestrian and vehicular connectivity while protecting sensitive environmental features and being mindful of existing residential development. The development will facilitate the vision of the Transportation Plan by extending the existing Chanticlair Drive stub street across the site to the west. Additionally, the project will extend a public street to the north to US-64 Highway West which will increase connectivity and provide Abbington residents an additional route to US-64 Highway West.

(vi) The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.

RESPONSE: The proposed development is compatible with the character of the existing and planned uses in the surrounding area. This area of the Town's ETJ is at the intersection between growing sections of northwest Apex and historically rural, western Wake County. Adjacent properties are largely residential subdivisions with some commercial uses nearby. Nearby residential developments include the Villages at Westford Apartments, the Townes at Westford, the Stratford at Abbington, the Abbington Community, and the Sweetwater Community and Town Center. The Villages at Westford Apartments are directly across US 64 Highway West and consist of 296 apartments with a clubhouse and pool that were constructed in 2019 as part of the Westford PUD. The Stratford at Abbington and the Abbington Community are both single-family detached subdivisions. The Sweetwater Community and Town Center is a residential and commercial site with townhomes, single family homes and various commercial uses.

Yellowbridge PUD will provide a mix of housing types and neighborhood serving commercial uses that offer a transition between US 64 Highway West and the lower intensity Abbington community to the south. Density will transition from more dense townhomes to larger lot single-family detached homes as the site moves north to south. Additionally, this PUD contains buffer commitments and design standards that will ensure compatibility with neighboring uses.

(vii) The development proposed in the PD Plan for PUD-CZ has architectural and design standards that are exceptional and provide higher quality than routine developments. All residential uses proposed in a PD Plan for PUD-CZ shall provide architectural elevations representative of the residential structures to be built to ensure the Standards of this Section are met.

RESPONSE: Yellowbridge PUD will feature high quality and thoughtful design. Architectural standards, design controls, and conceptual elevations are included in this PUD.

CONSISTENCY WITH CONDITIONAL ZONING STANDARDS

Yellowbridge PUD is consistent with the conditional zoning standards set forth in UDO Section 2.3.3.F.1-10. Please see the accompanying PUD-CZ Application for the statements of consistency addressing each standard.

PERMITTED USES

The Property may be used for the uses listed below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply. Homeowners Association covenants shall not restrict the construction of accessory dwelling units.

RESIDENTIAL DISTRICT

The following uses shall be permitted in the Residential District:

Residential	
Single-family	Permitted
Townhouse	Permitted
Accessory apartment*	Permitted
Recreational Uses	
Park, active	Permitted
Greenway	Permitted
Park, passive	Permitted
Recreation facility, private	Permitted
Utility, minor	Permitted

* Homeowners Association covenants shall not restrict the construction of accessory dwelling units.

COMMERCIAL DISTRICT

The following uses shall be permitted in the Commercial District:

Restaurant, general	Permitted
Restaurant, drive-through	Permitted
Medical or dental office or clinic	Permitted
Medical or dental laboratory	Permitted
Office, business or professional	Permitted
Publishing office	Permitted
Artisan Studio	Permitted
Barber and beauty shop	Permitted
Book store	Permitted
Convenience store	Permitted
Dry cleaners and laundry service	Permitted

Farmer’s market	Permitted
Financial institution	Permitted
Floral shop	Permitted
Greenhouse or nursery, retail	Permitted
Grocery, general	Permitted
Grocery, specialty	Permitted
Health/fitness center or spa	Permitted
Kennel	Permitted
Newsstand or gift shop	Permitted
Personal service	Permitted
Pharmacy	Permitted
Printing and copying service	Permitted
Real estate sales	Permitted
Repair services, limited	Permitted
Retail sales, general	Permitted
Studio for art	Permitted
Tailor shop	Permitted
Upholstery shop	Permitted
Pet services	Permitted
Day care facility	Permitted
Veterinary clinic or hospital	Permitted
Utility, minor	Permitted

AFFORDABLE HOUSING

The Development shall include a minimum of two (2) residential restricted affordable housing townhouse or detached single-family median-income ownership units (the “Affordable Units”). The Affordable Units shall be constructed on-site and sold (includes unit price and lot price) at a mutually agreeable maximum affordable housing median-income ownership initial sales price (the “Initial Sales Price”). The Affordable Units shall be occupied by low or median-income households earning no more than one-hundred percent (100%) of the Raleigh NC Metropolitan Statistical Area (MSA), Area Median Income (AMI), adjusted for family size as most recently published by HUD (the “Income Limit")(. For purposes of calculating the Initial Sales Price for the Affordable Units, affordable shall mean a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner’s insurance, homeowner’s association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership, which does not exceed thirty percent (30%) times (x’s) one-hundred percent (100%) times (x’s) the annual median-income limit (100% AMI Category), based on a family size that is equal to the actual number of bedrooms as the Affordable Units, applicable to the Raleigh, NC MSA as most recently published by the HUD. A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of fifteen (15) years (the “Affordability Period”) shall be recorded in the Wake County Registry against each of the Affordable Units concurrently at the close of escrow upon the sale of the Affordable Units. A restrictive covenant (i.e. affordable housing agreement) between the Town and applicant shall be recorded in the Wake County Registry against each of the lots for the Affordable Units prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. The Affordable Units may be townhouses or single-family detached houses, at the discretion of the developer, and shall be designated on the Master Subdivision Final Plat, which may be amended from time to time. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer. The Affordable Units may be provided in multiple phases or in one single phase. Developer will work with the Town to identify qualifying buyers for the first sale of the Affordable Units (the “First Sale”). Following the First Sale of the Affordable Units, Developer shall not be responsible for managing the Affordable Units or performing marketing, applicant screening, and selection related to future sales of the Affordable Units. Town staff will assist with the administrative duties of the Affordable Units during the Affordable Period.

DESIGN CONTROLS

Development shall comply with the following minimum design controls.

UNIVERSAL DESIGN CONTROLS

Total Project Area	48.43 acres
Maximum Built-Upon Area	70% of gross site acreage

RESIDENTIAL DISTRICT DESIGN CONTROLS

Maximum Residential Density	160 units
Maximum Residential Density	3.6 units/acre
Proposed Land Area	44.93 acres
Front Loaded Townhouses	
Minimum Lot Size	None
Minimum Lot Width	18 ft.
Minimum Setbacks	
Front	10 ft.
Side	0 ft. (5 ft. for end units)
Rear	5 ft.
Corner Side	8 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Building Separation	10 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas
Rear Loaded Townhouses	
Minimum Lot Size	None
Minimum Lot Width	18 ft.
Minimum Setbacks	
Front	5 ft.
Side	0 ft. (5 ft. for end units)
Rear	5 ft.
Corner Side	8 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Building Separation	10 ft.
Single-Family Detached	
Minimum Lot Size	6,000 square feet
Minimum Lot Width*	50 ft.
Minimum Setbacks	
Front	20 ft.
Side	6 ft.

Rear	15 ft.
Corner Side	8 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 feet for parking areas
Minimum Resource Conservation Area	30% of gross site acreage

*Single-family detached homes adjacent to the Property's southernmost property line adjacent to the Abbington neighborhood from the northwestern corner of PIN 0722645333 to the northeastern corner of PIN 0722748868 shall have a minimum lot width of 60 feet.

COMMERCIAL DISTRICT DESIGN CONTROLS

Proposed Land Area	3.5 acres
Maximum Building Square Footage	25,000 SF
Minimum Setbacks	
Front (US-64)	10 ft.
Side	10 ft.
Rear	10 ft.
Corner Side	10 ft.
Maximum Building Height	50 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas
Minimum Resource Conservation Area	25% of gross site acreage

LANDSCAPING, BUFFERING, AND SCREENING

Perimeter buffers shall be built and planted to the following lot width and planting standards:

Along the Property's shared property line with PIN 0722762014	30 ft. Type A
Along the Property's US-64 Highway West frontage east of PIN 0722762014*	50 ft. Type A*
Along the Property's US-64 Highway West frontage west of PIN 0722762014	100 ft. Type E

Along the Property's westernmost boundary	20 ft. Type B
Along the north and south side of Chanticlair Drive west of the intersection of Chanticlair Drive and the US-64 access road	10 ft. Type D
Along the north side of Chanticlair Drive from the westernmost boundary of the gas easement to the intersection of Chanticlair Drive and the US-64 access road**	18 ft. Type A**
Along the Property's easternmost boundary adjacent to PIN 0722850629	10 ft. Type B
Along the gas easement	10 ft. Type A
Along the Property's southern property line from the northwest corner of PIN 0722645333 to the northeast corner of PIN 0722741431***	50 ft. Type A***
Along the Property's southern property line from the northeast corner of PIN 0722741431 to the northwest corner of PIN 0722748868****	50 ft. Type A****

* The Development shall meet requirements (i) through (iii) in UDO Section 8.2.6(B)(5)(f)(ii)(c) to reduce the buffer width along US-64 Highway West to 50 feet.

** The developer shall construct a decorative landscape wall within the buffer, parallel to Chanticlair Drive. The landscape wall shall be constructed of brick, stone, or similar materials, and be similar in design and character to the existing landscape wall along the south side of Chanticlair Drive in Abbington.

*** This portion of the perimeter buffer shall remain undisturbed and supplemented with Type A buffer plantings.

**** This portion of the perimeter buffer shall be cleared, graded, include a minimum 3-foot berm, and be replanted to a Type A buffer standard.

ARCHITECTURAL STANDARDS

Yellowbridge PUD offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Elevations included are conceptual examples. Final elevations must comply with these architectural standards but may vary from the conceptual elevations. Further details may be provided at the time of Residential Master Subdivision Plan submittal.

RESIDENTIAL DISTRICT DESIGN GUIDELINES

Single-Family Detached:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. Garage doors shall have windows, decorative details or carriage-style adornments on them.
5. The garage shall not protrude more than 1 foot out from the front façade and front porch.
6. Garages on the front façade of a home that faces the street shall not exceed 30% of the total width of the house and garage together.
7. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
   - Windows
   - Bay window
   - Recessed window
   - Decorative window
   - Trim around the windows
   - Wrap around porch or side porch
   - Two or more building materials
   - Decorative brick/stone
   - Decorative trim
   - Decorative shake
   - Decorative air vents on gable
   - Decorative gable
   - Decorative cornice
   - Column
   - Portico
   - Balcony
   - Dormer
8. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
9. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
10. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
11. Front porches shall be a minimum of 5 feet deep.
12. No more than 25% of lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.

13. In addition, all single-family detached homes shall include:
    1. Covered front porches
    2. Crawl space foundations
    3. Custom porch railings
    4. Masonry on all elevations up to first floor window sills
    5. Multiple roof lines and gables
    6. Shutters or trim on all front elevation windows
    7. Pediments, crossheads, or 1x6 or greater trim on all front elevation windows
    8. Multiple siding styles

Townhouses (front and alley loaded):

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. House entrances for units with front-facing single-car garages shall have a covered porch/stoop area leading to the front door.
5. The garage cannot protrude more than 1 foot out from the front façade or front porch.
6. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
    - Windows
    - Bay window
    - Recessed window
    - Decorative window
    - Trim around the windows
    - Wrap around porch or side porch
    - Two or more building materials
    - Decorative brick/stone
    - Decorative trim
    - Decorative shake
    - Decorative air vents on gable
    - Decorative gable
    - Decorative cornice
    - Column
    - Portico
    - Balcony
    - Dormer
7. Building facades shall have horizontal relief achieved by staggering the units.
8. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.

9. The rear and side elevations of the units with right-of-way frontage shall have trim around the windows.

CONCEPTUAL RESIDENTIAL DISTRICT BUILDING ELEVATIONS

COMMERCIAL DISTRICT DESIGN GUIDELINES

1. Architectural treatments such as varying roof forms, façade articulation, breaks in roof, walls with texture materials and ornamental details shall be incorporated to add visual interest.

2. Large expanses of blank walls greater than 25 feet in length or height shall be broken up with windows or other architectural features to reduce visual impacts.

3. Roof features may include flat roofs with parapet, hip roofs or awnings with metal or canvas material.

COMMERCIAL DISTRICT MATERIALS

Non-residential exteriors shall incorporate variation in materials. The front façade and other facades located along a public right-of-way may include:

1. Brick and/or stone masonry

2. Decorative concrete block (integral color or textured)

3. Stone accents

4. Aluminum storefronts with anodized or pre-finished colors

5. EIFS cornices, and parapet trim

6. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade

7. Precast concrete

8. Soffit and fascia materials to be considered include EIFS with crown trim elements

9. Cementitious siding

Rear elevations of non-residential buildings facing opaque landscape buffers or not visible from vehicular use areas or public rights-of-way may incorporate decorative concrete masonry, metal coping, or EIFS trim.

REPRESENTATIVE COMMERCIAL DISTRICT BUILDING ELEVATIONS

PARKING AND LOADING

Parking shall comply with minimum parking standards set forth in UDO Section 8.3.

SIGNAGE

Signage shall comply with UDO Section 8.7.

In addition, the project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waster near SCM drainage areas. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.

CONSTRUCTION TRAFFIC

All heavy duty construction traffic shall enter and exit the site via US-64 Highway West. Heavy duty construction traffic shall not use Chanticlair Drive, Rothwood Way, or Lyndenbury Drive. “No Construction Traffic” signage shall be posted along Chanticlair Drive and Rothwood Way.

NATURAL RESOURCES AND ENVIRONMENTAL DATA

RIVER BASINS AND WATERSHED PROTECTION OVERLAY DISTRICTS

The Property is within the Beaver Creek Basin, Jordan Lake Watershed, and Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay Map 2019. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.8.

Resource Conservation Areas (RCA)

The Development will meet or exceed the minimum Resource Conservation Area ("RCA") requirements in UDO Section 8.1.2 and 2.3.4. The Property is located west of 540 and is therefore required to preserve a minimum of 30% RCA for the Residential District and 25% RCA for the Commercial District. Designated RCA areas will be consistent with UDO Section 8.1.2(B). Preserved streams, wetlands, and associated riparian buffers provide the primary RCAs throughout the Property. Additional RCAs may include stormwater management areas, multi-use paths, and perimeter buffers.

Floodplain

The project site does not sit within a designated current or future 100-year floodplain as shown on the Town of Apex Watershed & FEMA Map dated April 2015. FIRM Panel 3720072200J dated May 2, 2006 does not include a floodplain within the property boundary.

Historic Structures

There are no known historic structures present on the Property.

Environmental Commitments Summary

The following environmental conditions shall apply to the Development:

- All dwelling units shall be pre-configured with conduit for a solar energy system.
- The project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waste near SCM drainage areas. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.
- The project shall install a minimum of two (2) pet waste stations.
- The project shall plant drought resistant warm season grasses throughout the development to minimize irrigation and chemical use.
- Stormwater control devices shall be designed and constructed so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events.
- Landscaping shall include at least four (4) native hardwood tree species throughout the Development.

- No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required road and utility infrastructure and SCM outlets. The SCM water storage and treatment shall not be permitted within the riparian buffer. Sewer infrastructure shall be designed to minimize impacts to riparian buffers.
- Any outdoor lighting installed in the commercial area and on private amenities, signs, landscaping, walls, or fences shall be full cutoff LED fixtures with a maximum color temperature of 3000k. This condition shall not apply to lighting on single-family homes, townhouses, accessory buildings, or street lighting.
- At least 75% of plants shall be native species. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review.

STORMWATER MANAGEMENT

Stormwater control devices shall be designed and constructed to exceed UDO standards so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events. Otherwise, the Development shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1 of the UDO.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO**.**

PARKS AND RECREATION

This project was reviewed by the Parks, Recreation, and Cultural Resources Advisory Commission on April 27, 2022 and a fee-in-lieu of dedication was recommended.

Single-family detached Units:	$ 3,753.89 x 50 =	$ 187,694.50
Single-family attached Units:	$ 2,528.25 x 110 =	$ 278,107.50
Total residential fee in lieu per current unit count:		**$ 465,802**

The final unit count and total fee-in-lieu will be calculated at Master Subdivision Plan and Construction Document review.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed to comply with the Town's Sewer and Water Master Plan and Standards and Specifications. Road and utility infrastructure shall be as follows:

GENERAL ROADWAY INFRASTRUCTURE

Except as set forth herein, all proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan in effect as of the submission date of this rezoning.

TRANSPORTATION IMPROVEMENTS

The following conditions regarding transportation improvements apply and shall be phased consistent with the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex.

- All proposed driveway access and improvements on state-maintained roadways are subject to both Apex and NCDOT review and approval.

- A maximum of one (1) access point shall be proposed on US 64, to be constructed as a left-in/right-in/right-out public street access at the existing median break with a stop-controlled northbound approach with one lane of ingress and one lane of egress and an exclusive eastbound right turn lane with a minimum 100 feet of storage and appropriate deceleration length and taper on US Hwy 64. Improve the median break and construct physical separation between turn lanes to accommodate trucks and prevent both improper left turns and vehicular turning-movement conflicts.

- Construct an exclusive eastbound U-turn median break on US Hwy 64, approximately halfway between the site access at the existing median break and Kellyridge Drive including a U-turn lane with a minimum of 100 feet of storage and appropriate deceleration length and taper. If the eastbound U-turn lane is removed from the existing median break location to the west, extend the storage to 150 feet at this location.

- Consistent with the Transportation Plan Thoroughfare and Collector Street Map, Chanticlair Drive shall be extended westward as a Major Collector Street with a minimum 60-foot right-of-way, consistent with Town Standards.

- No residential driveways shall be permitted on existing or future Major Collector Street(s).

- Rothwood Way shall be extended north and stubbed to the southernmost property line of PIN 0722850629. Homes located on Rothwood Way shall take driveway access from Rothwood Way.

- The extension of Chanticlair Drive shall be constructed concurrently with the project but shall remain closed to traffic between Yellowbridge and Abbington subdivisions until such time that the 50th CO is approved for Yellowbridge. The form of closure shall be noted on the subdivision plan and subject to Town staff approval.

- Potential Access Points shown on the Conceptual Site Plan and Conceptual Utility Plan (C100) are not shown in exact locations but show required connections. Connections may only be removed from the subdivision connectivity requirements of the PUD if the developer shows to the satisfaction of the Planning Director, in consultation with the Technical Review Committee (TRC), that the construction of the connection would be impractical based on environmental conditions found in the field at the time of Master Subdivision Plan approval.

PEDESTRIAN AND BICYCLE IMPROVEMENTS

Per UDO requirements, sidewalks shall be provided along both sides of all streets.

WATER AND SANITARY SEWER

All lots within the Development will be served by Town of Apex water and sanitary sewer. The utility design will be finalized at the time of Master Subdivision Plan or Site Plan approval and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex master plans for water and sewer. A conceptual utility plan is included in the PUD Concept Plan for reference.

OTHER UTILITIES

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the Developer and shall meet Town of Apex standards as outlined in the UDO.

PHASING

The Development will be completed in phases. Final locations of phases will be determined at the time of Master Subdivision Review and Approval.

CONSISTENCY WITH LAND USE PLAN

The proposed Development is generally consistent with Advance Apex 2045: The Apex Comprehensive Plan, adopted in February 2019. The Land Use Map designates the Property as Medium Density Residential which allows a PUD zoning district and contemplates the housing types and densities proposed in the Residential District. This PUD updates the LUM designation of the Commercial District to Commercial Services. Although the LUM does not specifically designate the Property for commercial uses, the portion of the Property fronting US-64 Highway West is appropriate for the neighborhood serving commercial uses permitted by this PUD. The Commercial District is located directly across US-64 Highway West from the Westford PUD which permits a variety of residential, office, and commercial uses along the road. Additionally, the Commercial District is located adjacent to the Local Bar and is separated from the Residential District by a stream and wetlands that will act as a natural buffer between future commercial uses and residential neighborhoods to the south.

COMPLIANCE WITH UDO

The development standards adopted for this PUD are in compliance with those set forth in the current version of the Town's Unified Development Ordinance (UDO). This PUD shall be the primary governing document for the development of Yellowbridge. All standards and regulations in this PUD shall control over general standards of the UDO. Provided, however, that if a specific regulation is not addressed in this PUD, UDO regulations shall control.

EXHIBIT A
Legal Description
The Property

PIN# 0722752304 & 0722743789
All that certain real property situated in White Oak Township, Wake County, North Carolina, described as follows:

Beginning at a set iron rod on the northern right of way line of Chanticlair Drive, said iron rod marking the southwestern corner of Lot 74 as said lot is shown and so designated on that certain subdivision plat entitled "Windsor at Abbington – Phase 1, Section A, Map 2, Lots 24-27 & 65-74" recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the northern right of way line of Chanticlair Drive, South 89°37'45" West 280.73 feet to a set iron rod; thence South 00°22'15" East 30.04 feet to a set iron rod at the centerline of the western terminus of Chanticlair Drive and the northeastern corner of the 0.08 acre Reserved Area depicted on that certain subdivision plat entitled "Stratford at Abbington, Phase 1: Lots 1-31, 65-75, Owner: Highway 64, LLC" recorded in Book of Maps 2006, Pages 2638 to 2640, Wake County Registry; thence along the northern and western boundary of said Reserved Area and continuing along the northwestern boundary of said Stratford at Abbington subdivision the following nine courses: (1) South 89°37'45" West 118.01 feet to a set iron rod; (2) South 05°29'21" West 40.93 feet to a set iron rod; (3) South 01°54'29" East 98.00 feet to a set iron rod; (4) South 11°29'28" East 62.80 feet to a set iron rod; (5) South 22°27'50" West 118.06 feet to a found iron pipe; (6) South 70°08'38" West 118.71 feet to a found iron pipe; (7) South 77°30'46" West 65.05 feet to a found iron pipe; (8) South 73°46'05" West 40.75 feet to a found iron pipe; and (9) South 73°28'08" West 311.49 feet to a found iron pipe at an angle point in the northern boundary of Lot 64 as said lot is shown and so designated on that certain subdivision plat entitled "Stratford at Abbington, Phase 2: Lots 32-64, Owner: Highway 64, LLC" recorded in Book of Maps 2008, Pages 33 and 34, Wake County Registry; thence along the northern boundary of said Stratford at Abbington Phase 2 subdivision South 82°16'49" West 758.57 feet to a found iron pipe with cap at the northwestern corner of Lot 56 of said Stratford at Abbington Phase 2 subdivision, said point also being on the eastern boundary of Lot 2 as said lot is shown and so designated on that certain plat entitled "Recombination Survey for Cecil V. Campfield and Wife Sharon K. Campfield" recorded in Book of Maps 1995, Page 334, Wake County Registry; thence along the eastern boundary of said Campfield plat the following two courses: (1) North 03°08'59" East 417.75 feet to a found bent iron pipe; and (2) North 03°12'21" East 406.54 feet to a found iron pipe with cap at the southeastern corner of Lot 'A' as said lot is shown and so designated on that certain plat entitled "Recombination for Joel V. Perry" recorded in Book of Maps 1985, Page 522, Wake County Registry; thence along the eastern boundary of said Perry plat North 03°11'42" East 841.95 feet to a found iron rod with cap on the southern right of way line of U.S. Highway 64; thence along said southern right of way line North 82°54'26" East 331.57 feet to a set iron rod at the northwestern corner of the parcel depicted on that certain plat entitled "Boundary Survey, Property of Calvin Mills, Prepared for David and Sharon Raymer" recorded in Book of Maps 2004, Page 698, Wake County Registry; thence along the western, southern and eastern boundary of said Mills plat the following three courses: (1) South 07°08'43" East 189.52 feet to a found iron pipe; (2) North 82°51'17" East 420.02 feet to a found iron pipe; and (3) North 07°08'43" West 189.14 feet to a set iron rod on the southern right of way line of

U.S. Highway 64; thence along said southern right of way line the following two courses: (1) North 82°54'26" East 265.68 feet to a set iron rod; and (2) North 82°53'08" East 305.02 feet to a set iron rod at the northwestern corner of Area “B” as shown and so designated on that certain plat entitled “Property of Blakely-Braswell Land Company, LLC” recorded in Book of Maps 1996, Page 634, Wake County Registry; thence along the western boundary of said Area “B”, South 11°47'52" West 42.58 feet to a found iron pipe with cap at the northwestern corner of Tract ‘A’ as said lot is shown and so designated on that certain plat entitled “Property of Calvin E. Mills, Alta Belle P. Mills, Ted Mills & Randy Mills By William R. Hoke & Paul Stam, Jr., Co-trustees” recorded in Book of Maps 1984, Page 404, Wake County Registry; thence along the western and southern boundaries of said Mills plat the following five courses: (1) South 07°43'26" West 146.44 feet to a found iron pipe with cap; (2) South 03°03'23" East 318.20 feet to a found iron pipe with cap; (3) South 05°04'48" West 519.04 feet to a found iron pipe with cap; (4) South 15°45'44" West 60.82 feet to a found iron pipe with broken cap; and (5) South 89°57'43" East 359.26 feet to a found iron pipe with cap on the western boundary of Lot 73 of the previously mentioned Windsor at Abbington subdivision plat recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the western boundary of said Windsor at Abbington subdivision South 02°25'07" East 148.61 feet to the point of beginning.

Containing 48.2331 acres, more or less, and being all of Lot “B” as said lot is shown and so designated on that certain plat entitled “Subdivision, Property of Gaither Bryant Garner, Jr. and Gerald L. Hornick” recorded in Book of Maps 1984, Page 1516, Wake County Registry, TOGETHER WITH all of Tract 1 as said tract is shown and so designated on that certain plat entitled “Division for Gerald L. Hornick, et ux and G. Bryant Garner, et ux” recorded in Book of Maps 2003, Page 474, Wake County Registry, LESS AND EXCEPT the area dedicated as public right of way for Chanticlair Drive as recorded in Deed Book 11778, Page 1490, Wake County Registry.

<REZONING>

YELLOWBRIDGE PUD

2817 US 64 HWY W
APEX, NORTH CAROLINA 27502
PROJECT NUMBER: 210701
DATE March 1, 2022

OWNER
YELLOWBRIDGE CAPITOL, LLC
113 MILL POND ROAD
KITTY HAWK, NC 27949-4082
Contact: TOM COLHOUN
COLHOUN REAL ESTATE
P: (919) 267-6928

APPLICANT
LENNAR CORPORATION - RALEIGH DIVISION
STEPHEN DORN
1100 PERIMETER DRIVE SUITE 112
MORRISVILLE, NC 27560
P: (919) 224-9922
www.lennar.com

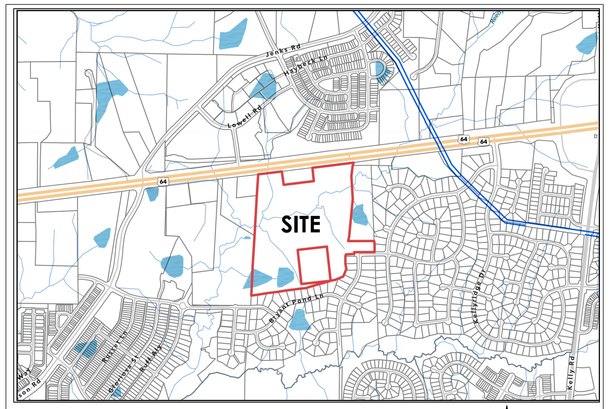
ENGINEER/LAND PLANNER
PEAK ENGINEERING & DESIGN, PLLC
JEFF ROACH, P.E.
5448 APEX PEAKWAY #368
APEX, NC 27502
P: (919) 439-0100
www.PeakEngineering.com

SURVEYOR
JMT (JOHNSON, MIRMIRAN & THOMPSON, INC.)
MIKE ZMUDA
1130 SITUS COURT SUITE 200
RALEIGH, NC 27606
P: (804) 267-1258
www.jmt.com

ENVIRONMENTAL CONSULTANT
SOIL & ENVIRONMENTAL CONSULTANTS, PA
STEVEN BALL, RF, PWS
8412 FALLS OF NEUSE ROAD, SUITE 104
RALEIGH, NC 27615
P: (919) 846-5900
www.SandEC.com

TRAFFIC ENGINEER
RAMEY KEMP & ASSOCIATES, INC.
RYNAL STEPHENSON, P.E.
5805 FARINGDON PLACE, SUITE 100
RALEIGH, NC 27609
P: (919) 872-5115
www.RameyKemp.com

AERIAL MAP NO SCALE



VICINITY MAP NO SCALE

SITE INFORMATION:

Property Owner	Property Address	PIN	REID	Acreage	Deed Book/Plat Book & Page
YELLOWBRIDGE CAPITAL, LLC 113 MILL POINT RD KITTY HAWK NC 27949-4082	2817 US 64 HWY W	0722-75-2304	0133648	43.90 acres	DB 013508 PG 01177 BM 2003 Pg474
YELLOWBRIDGE CAPITAL, LLC 113 MILL POINT RD KITTY HAWK NC 27949-4082	2813 US 64 HWY W	0722-74-3789	0138551	4.34 acres	DB 013508 PG 01181 BM 2003 Pg474
Total Deeded Acreage:				**48.43 acres**	

Township: White Oak

Flood Zone Information: Firm Panel 3720072200J dated July 19, 2022
does not show the presence of flood zones on the property

Watershed Information: Primary Watershed Protection Overlay District, Beaver Creek Basin, Cape Fear River Basin

Historical: Per the NC SHPO, no historical structures are located within the project boundary

Annexation: Annexation required for utility services

Existing Zoning: RR - Rural Residential
Proposed Zoning: Planned Unit Development - Conditional Zoning (PUD-CZ)
2045 Land Use Map: Medium Density Residential

Existing Use: Single Family Residential and vacant property
Proposed Uses: Residential

Single-family	Townhouse	Accessory apartment
Park, active	Park, passive	Greenway
Recreation facility, private	Utility, minor	

* Homeowners Association covenants shall not restrict the construction of accessory dwelling units

Commercial

Restaurant, general	Restaurant, drive-through	Medical or dental office or clinic	Medical or dental laboratory
Office, business or professional	Publishing office	Artisan Studio	Barber and beauty shop
Book store	Convenience store		
Dry cleaners and laundry service	Farmer's market	Financial institution	Floral shop
Greenhouse or nursery, retail	Grocery, general	Grocery, specialty	
Health/fitness center or spa	Kennel	Newsstand or gift shop	Personal service
Pharmacy	Printing and copying service	Real estate sales	Repair services, limited
Retail sales, general	Studio for art	Tailor shop	Upholstery shop
Pet services	Day care facility	Veterinary clinic or hospital	Utility, minor

* Refer to PD Text for a list of uses and other zoning standards

Maximum Number of Lots: 160 dwelling units
Proposed Project Density: 3.56 dwelling units/acre (< 6.0 units/acre for Medium Density Residential districts)

Lots:	Min Lot Size	Min Lot Width	Max Building Height
Single-family detached	6,000 SF	50 feet	45 feet / 3 stories
Single-family attached (townhouse)	N/A	18 feet	45 feet / 3 stories

Parking Requirements:
Single Family Detached: 2 spaces/dwelling unit required
Single Family Attached: 2 spaces/dwelling unit + 0.25 guest spaces/dwelling unit
Single Family parking provided by driveway and garage (min 2 spaces/lot)

Building Setbacks (minimum setbacks unless otherwise noted):

Residential:	Single-family	Townhouse (front loaded)	Townhouse (rear loaded)
Front:	20 feet	10 feet	5 feet
Rear:	15 feet	5 feet	5 feet
Side:	6 feet	0 feet (5' for end units)	0 feet (5' for end units)
Side (Corner Lot):	8 feet	8 feet	8 feet
Min. Building Separation		10 feet	10 feet

Commercial:
Non Residential Square Footage: 25,000 SF
Maximum Building Height: 50 feet
Setbacks:
Front: (US Hwy 64) 10 feet
Rear: 10 feet
Side: 10 feet
From Buffer/RCA: 10' for Buildings/5' for Parking Areas
Parking: Per UDO Section 8.3

Maximum Build Upon Area: 33.90 acres, 70%
RCA Required: 15.20 acres
14.53 aces + 0.68 acres (30% overall + 5% Mass Grading for single-family detached)
RCA to be Provided: 15.20 acres minimum
Grading: Site to be "Mass Graded"
% of total lots to be graded prior to first plat: 50% (limited by Apex UDO to a maximum acreage for mass grading)
maximum of 20 acres of clearing for single-family detached section
% of the pre-development drainage areas that have been preserved within their natural basins: 90%

RIPARIAN BUFFERS AND WETLANDS:
RIPARIAN BUFFERS AND WETLANDS LOCATED ON SITE BY S&EC TO BE CONFIRMED BY THE US ARMY CORPS OF ENGINEERS AND TOWN OF APEX.

INDEX OF DRAWINGS:

C000 COVER SHEET
C002 EXISTING CONDITIONS
C100 CONCEPTUAL SITE PLAN/CONCEPTUAL UTILITY PLAN

REZONING CASE # 22CZ06
(SUBMITTED ON 3/1/2022)

PEAK Engineering & Design
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project:
YELLOWBRIDGE PUD
2813/2817 US 64 HWY WEST
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:
NORTH CAROLINA REGISTERED SEAL PRELIMINARY NOT FOR CONSTRUCTION JEFFREY A. ROACH ENGINEER

No.	DATE	BY
2	MAY 13, 2022	JR
	TOWN OF APEX – 2ND ZONING COMMENTS	
3	JUNE 10, 2022	JR
	TOWN OF APEX – 2ND ZONING COMMENTS	
4	JULY 29, 2022	JR
	TOWN OF APEX – COUNCIL MEETING ZONING COMMENTS	
5	AUGUST 29, 2022	JR
	REVISION	

title:
COVER SHEET

proj #: 210701
date: MARCH 1, 2022
dwg by: FS chkd by: JR
scale: As Noted
sheet: C000
(PUD PLAN)

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REQUIRED PLAN NOTES:

1) NO SITE DEVELOPMENT ACTIVITY INCLUDING, BUT NOT LIMITED TO, TESTING, CLEARING, INSTALLATION OF S&E MEASURES, OR GRADING SHALL OCCUR UNTIL REQUIRED TREE PROTECTION FENCING HAS BEEN INSTALLED AND INSPECTED. A TREE PROTECTION FENCING INSTALLATION PERMIT MAY BE OBTAINED AT THE PLANNING DEPARTMENT OR ONLINE AT HTTP://WWW.APEXNC.ORG/215/APPLICATIONS-SCHEDULES.
2) TREE PROTECTION FENCING MUST BE PLACED:
   a. ONE FOOT AWAY FROM ANY SAVED TREE FOR EACH INCH OF DIAMETER AT BREAST HEIGHT,
   b. ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER, AND
   c. AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RCA SUCH AS, BUT NOT LIMITED TO, HISTORIC BUILDINGS AND STRUCTURES, WETLANDS, AND PONDS.
3) ADDITIONAL TREE PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER; SUCH AREAS MAY INCLUDE, BUT ARE NOT LIMITED TO, COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC.).

LEGEND (EXISTING CONDITIONS)

- TPF — TREE PROTECTION FENCE
- EXISTING TREE LINE
- zone 1 / zone 2 — EXISTING STREAM BUFFER
- FW — EXISTING 100YR FLOODWAY BOUNDRARY
- EXISTING FLOODPLAIN BOUNDARY
- EXISTING 100 YR FLOODPLAIN
- FWG — EXISTING FLOOD FRINGE
- STEEP SLOPE AREA (GREATER THAN 3:1)
- EXISTING WETLANDS
- EXISTING PERENNIAL STREAM
- EXISTING INTERMITTENT STREAM
- CRZ / RPZ — CRITICAL ROOT ZONE

EXISTING CONDITIONS NOTES:

1. *BOUNDARY SURVEY FROM WAKE COUNTY GIS DATA*
2. *TOPOGRAPHIC INFORMATION FROM WAKE COUNTY GIS DATA*
3. *NO SLOPES EQUAL TO OR GREATER THAN 3:1 FOUND ON THE SITE.*
4. *NO HISTORIC INVENTORY SITES OR NATURAL INVENTORY AREAS LOCATED ON OR WITHIN 100' OF THIS PROPERTY.*
5. *NO GREENWAY OR TRAILS ARE LOCATED ON THIS SITE. GREENWAY OR TRAILS MAYBE PLANNED FOR THIS SITE AS PER THE GREENWAY MASTER PLAN.*
6. *TREE SURVEY INFORMATION PROVIDED BY S&EC, INC.*
7. *100 YR FLOOD PLAIN IS LOCATED ON OR WITHIN 100' OF THIS PROPERTY*
8. PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT, BEAVER CREEK BASIN, CAPE FEAR RIVER BASIN.

SCALE: 1" = 100'

1 C002 **EXISTING CONDITIONS**
SCALE: 1"=100'

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project:
YELLOWBRIDGE PUD
2813,2817 US 64 HWY WEST
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:
NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
PRELIMINARY NOT FOR CONSTRUCTION
STEVEN A. ROACH

No.	DATE	REVISION	BY
5	AUGUST 29, 2022	TOWN OF APEX – COUNCIL MEETING COMMENTS	JR
4	JUNE 10, 2022	TOWN OF APEX – 2ND ZONING COMMENTS	JR
3	JUNE 10, 2022	TOWN OF APEX – 2ND ZONING COMMENTS	JR
2	MAY 13, 2022	TOWN OF APEX – 2ND ZONING COMMENTS	JR

title:
EXISTING CONDITIONS

proj #:
210701
date:
MARCH 1, 2022
dwg by: FS
chkd by: JR
scale:
As Noted
sheet:
C002
(PUD PLAN)

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COMMERCIAL DEVELOPMENT

BUFFERS/ RCA

SINGLE FAMILY-ATTACHED (TOWNHOUSE)

SINGLE FAMILY - DETACHED

CONCEPTUAL PLAYLAWN / OPEN SPACE

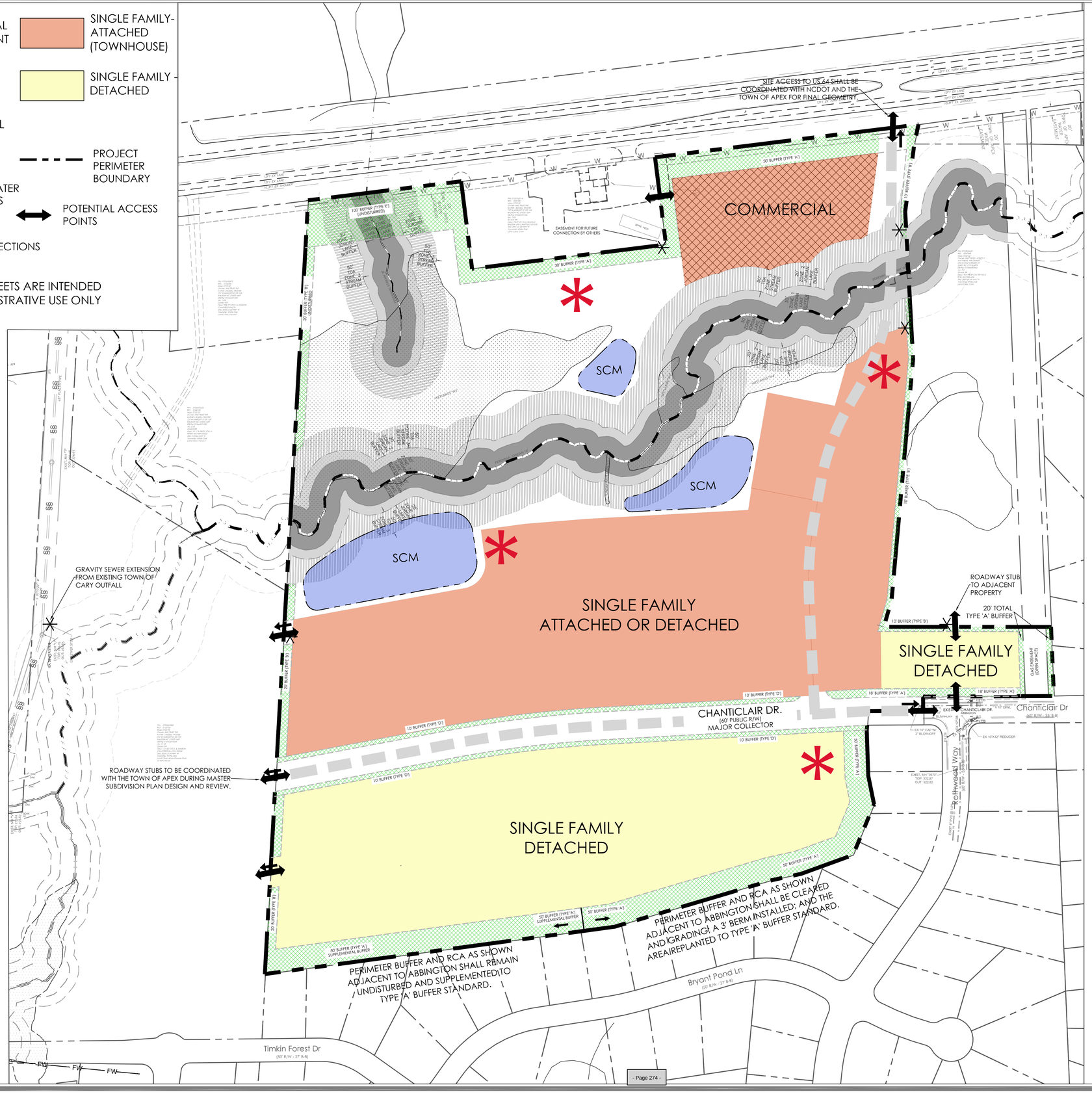
PROJECT PERIMETER BOUNDARY

PROPOSED WATER CONNECTIONS

POTENTIAL ACCESS POINTS

PROPOSED SEWER CONNECTIONS

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY



SITE AND UTILITY NOTES:

1. DEVELOPMENT ACCESS AND STUB STREET LOCATIONS SHALL BE FINALIZED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
2. FINAL RESOURCE CONSERVATION AREA (RCA), OPEN SPACE, AND PLAY LAWN LOCATIONS SHALL BE COORDINATED WITH STAFF AND BUILDER DURING MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
3. ALL ZONING PLAN SHEETS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN COMPONENTS ARE DETERMINED AT MASTER SUBDIVISION PLAN.
4. REFER TO PD TEXT DOCUMENTS FOR A LIST OF ALLOWABLE USES, ZONING CONDITIONS, AND OTHER DESIGN STANDARDS FOR THE DEVELOPMENT.
5. ENVIRONMENTAL FEATURES ARE SUBJECT TO FINAL REVIEW CONCURRENCE WITH VARIOUS REGULATING AGENCIES.
6. PUBLIC PEDESTRIAN AND VEHICULAR ACCESS IS SHOWN FOR CONCEPTUAL PURPOSES AND ARE SUBJECT TO REVISIONS DURING THE MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
7. ALL SITE ELEMENTS ARE REQUIRED TO MEET OR EXCEED TOWN OF APEX, NCDOT, OR OTHER REVIEW AUTHORITY STANDARD DESIGN SPECIFICATIONS.
8. PROJECT WILL COMPLY WITH ADOPTED TOWN MASTER PLANS INCLUDING TRANSPORTATION, WATER, SEWER, AND GREENWAYS.
9. THE PROJECT IS REQUESTING FULL TOWN SERVICES, INCLUDING BUT NOT LIMITED TO WATER, SEWER AND ELECTRICITY.
10. THE PROJECT WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.

POTENTIAL ACCESS POINTS:

Potential Access Points shown on the Conceptual Site Plan / Conceptual Utility Plan (C100) are not shown in exact locations but show required connections. Connections can only be removed from the subdivision connectivity requirements of the PUD if the developer shows to the satisfaction of the Planning Director, in consultation with the Technical Review Committee (TRC), that the construction of the connection would be impractical based on environmental conditions found in the field at the time of Master Subdivision Plan approval.

CONCEPTUAL SITE PLAN/ CONCEPTUAL UTILITY PLAN

1 / C100 SCALE: 1"=100'

PEAK Engineering & Design
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project:
YELLOWBRIDGE PUD
2813/2817 US 64 HWY WEST
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:

PRELIMINARY PLAT NOT FOR CONSTRUCTION

No.	DATE	REVISION	BY
1	MAY 13, 2022	TOWN OF APEX - 1ND ZONING COMMENTS	JR
2	JUNE 10, 2022	TOWN OF APEX - 2ND ZONING COMMENTS	JR
3	JULY 29, 2022	APEX PLANNING BOARD	JR
4	AUGUST 29, 2022	TOWN OF APEX - COUNCIL MEETING ZONING COMMENTS	JR
5			

title:
CONCEPTUAL SITE PLAN/ CONCEPTUAL UTILITY PLAN

proj #: 210701
date: MARCH 1, 2022
dwg by: FS chkd by: JR
scale: As Noted
sheet: *C100*
(PUD PLAN)

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application #22CZ24 Apex Gateway Ph 1 (Project Real Amendment), Maggie Houston, Beacon Development, petitioner, for the properties located at 104 NC Hwy 751, NC Hwy 751, 106 Off NC Hwy 751, Off NC Hwy 751 (PINs 071200566821,071200551996,71200575776 (Parcels 60523, 95398, 71694, 73702, 17900).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case #22CZ24 was approved at the January 24, 2023 Town Council meeting.

Attachments

- Attachment One: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map - Rezoning No. 22CZ24
- Attachment Two: Legal Description – Attachment A - Rezoning No. 22CZ24

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 132.11 ACRES LOCATED AT 104 NC HWY 751, 106 OFF NC HWY 751, AND OFF NC HWY 751 FROM CHATHAM COUNTY LIGHT INDUSTRIAL-CONDITIONAL ZONING (LI-CZ #22CZ02) TO LIGHT INDUSTRIAL-CONDITIONAL ZONING (LI-CZ)

#22CZ24

WHEREAS, Maggie Houston, Beacon Development, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of November 2022 (the "Application"). The proposed conditional zoning is designated #22CZ24;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #22CZ24 before the Planning Board on the 9th day of January 2023;

WHEREAS, the Apex Planning Board held a public hearing on the 9th day of January 2023, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #22CZ24. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #22CZ24;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #22CZ24 before the Apex Town Council on the 24th day of January 2023;

WHEREAS, the Apex Town Council held a public hearing on the 24th day of January 2023. Amanda Bunce, Current Planning Manager, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #22CZ24 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Industrial Employment. This designation on the 2045 Land Use Map includes the zoning district Light Industrial-Conditional Zoning (LI-CZ) and the Apex Town Council has further considered that the proposed rezoning to Light Industrial-Conditional Zoning (LI-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: the proposed change to the current tree replacement zoning condition will allow for replanting without the need to clear smaller trees. The intent of the zoning condition is to retain tree canopy and the proposed change will allow for the retention of more mature tree canopy and less disturbance of areas that can otherwise be protected; and

WHEREAS, the Apex Town Council by a vote of 4 to 1 approved Application #22CZ24 rezoning the subject tract located at 104 NC Hwy 751, 106 Off NC Hwy 751, Off NC Hwy 751 from Light Industrial-Conditional Zoning (LI-CZ #22CZ02) to Light Industrial-Conditional Zoning (LI-CZ).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Light Industrial-Conditional Zoning (LI-CZ #22CZ02) to Light Industrial-Conditional Zoning (LI-CZ) District, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to all of the following conditions which are imposed as part of this rezoning:

Limitation of Uses:
The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

Permitted Uses and Limitations:

1. Government Service
2. Communication Tower, Commercial (S)
3. Communication Tower, Public Safety (S)
4. Utility, Minor
5. Wireless Support Structure
6. Wireless Communication Facility
7. Broadcasting Station (radio & television)
8. Radio and Television Recording Studio
9. Commissary
10. Restaurant, General
11. Dispatching Office
12. Medical or Dental Office or Clinic
13. Medical or Dental Laboratory
14. Office, Business or Professional
15. Pilot Plant
16. Research Facility
17. Parking Garage, Commercial
18. Parking Lot, Commercial
19. Glass Sales
20. Health/Fitness Center or Spa
21. Truck Terminal
22. Building Supplies, Wholesale
23. Laboratory, Industrial Research
24. Machine or Welding Shop
25. Warehousing
26. Woodworking or Cabinetmaking
27. Wholesaling, General
28. Brewery
29. Distillery
30. Manufacturing and Processing
31. Manufacturing and Processing, Minor
32. Microbrewery
33. Microdistillery

Use Conditions:

1. Machine or welding shop: This use is allowed with the exception of welding associated with automobiles.
2. Building supplies, wholesale: This use shall not exceed 200,000 square feet and shall not include more than 15% of the building's square footage as outdoor storage.
3. The use Glass Sales shall be all indoors except what is stored on trucks. Outdoor truck parking must be fully screened from any public right-of-way.

Environmental Conditions:

1. Existing trees greater than 24" in diameter and at least 140 existing trees greater than 18" in diameter that are removed by site development shall be replaced by planting a 1.5" caliper native

tree from the Town of Apex Design and Development Manual either on-site or at an alternative location approved by Town Planning Staff, above and beyond standard UDO requirements.
2. Post-development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.
3. The project shall install at least one (1) sign per SCM about not using fertilizer near an SCM drainage area. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
4. The project shall preserve a minimum of 15% of the existing tree canopy. Preserved areas may include, but are not limited to, RCA, perimeter buffers, riparian buffers, and/or common area in the development.
5. To improve energy efficiency, the project shall plant evergreen trees on the northern side of all buildings to act as a windbreak. This shall not apply where loading docks are proposed along a building facade.
6. To improve energy efficiency, a combination of large and small deciduous shade trees shall be planted on the southern side of any buildings. This shall not apply where loading docks are proposed along a building facade.
7. The project shall plant only drought tolerant native plants. Landscaping shall be coordinated with and approved by the Planning Department at the time of Site Plan or Master Subdivision Plan review.
8. At least (1) information sign or other marking shall be provided at the boundary of an area dedicated as Resource Conservation Area (RCA) indicating that the area beyond the sign is RCA and is not to be disturbed.
9. The project shall install light timers or other smart lighting technology on at least 50% of the fixtures in the parking lot so they are automatically turned off or reduced in level of lighting when the business is closed.
10. Outdoor lighting shall be shielded in a way that focuses lighting to the ground.

Architectural Conditions - Industrial

1. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
2. The building shall have more than one parapet height.
3. Windows and glazing shall be divided to be either square or vertical in proportion so that each section is taller than it is wide.
4. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.

Architectural Conditions - Commercial

1. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed sixty (60) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, recess in or projection from the building façade. Permitted setbacks can be used to articulate bays of a building to break up its width. Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical orientation on building facades. This would also include reveals in concrete tilt construction with integrated thin brick and contrasting paint colors, which add visual interest. The percentage of brick required on the facades will be 65 percent for a single story building, 50 percent for a two story building, and only the first floor for a three story building.
2. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color

change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.

3. Buildings on corners are to be treated as gateways with quality design.
4. Corner buildings shall match or exceed the height of adjacent buildings.
5. Corner buildings shall have two facades which maintain a relationship to each other although they do not need to be identical.
6. The orientation of drive-thru lanes, pick-up windows, and other utilitarian building functions should not be oriented toward or located adjacent the street. If drive-thru lanes must be located adjacent to a street, they shall be screened through the use of low walls and/or landscaping. Pick-up windows shall be de-emphasized through screening and/or architectural elements.
7. Each façade shall have a rhythm that is repeated through the pattern of wall and openings. The building façade shall have an identifiable base, body, and cap with horizontal elements separating these components. The body of the building shall constitute a minimum of 50% of the total building height. Buildings shall not have blank side walls creating a false front appearance.
8. The street level of the facades shall provide human scaled entries including, but not limited to, recessed entries, sheltering elements and adjacent storefront windows. Facades shall incorporate a minimum of two (2) continuous details refined to the scale of twelve (12) inches or less within the first ten (10) feet of the building wall, measured vertically at street level. Recessed arcades, entries flush with the building face, and small entries without adjacent windows shall be avoided.
9. Windows and storefront glazing shall be divided to be either square or vertical in proportion so that each section is taller than it is wide.
10. Simple parapet roof edges with varying coping shall be used on most buildings. The roofline height shall vary from building to building as well as within buildings with wide street frontage.
11. The building shall have more than one parapet height.
12. Roof features may include hip roofs or awnings with metal or shingle roofs.
13. Buildings shall be architecturally compatible by way of colors and use of materials. The building exterior shall have more than one material color.
14. The exterior materials shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
    a. Brick masonry
    b. Decorative concrete block (either integrally colored or textured)
    c. Stone accents
    d. Aluminum storefronts with anodized or pre-finished colors.
    e. EIFS cornices and parapet trim.
    f. Precast concrete
    g. Concrete tilt with a base wall paint color in conjunction with varying complimentary accent paint colors and integral thin brick, with associative percentages as outlined in item 1 above.
15. Exterior materials that shall not be allowed are as follows:
    a. Vinyl siding
    b. Painted, smooth faced concrete block (decorative blocks are acceptable)
    c. Metal walls
16. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade
17. Soffit and fascia materials shall be EIFS, architectural metal panels (ACM), or tongue and groove wood.

Transportation Conditions

1. Development shall dedicate public right-of-way for the future interchange at US 64 and NC 751 consistent with the area shown in Exhibit 1. This area is based on the outermost limit of interchange concepts evaluated by the North Carolina Department of Transportation at the time of rezoning. This dedication shall be included in development plans and occur at the time of

Subdivision Final Plat or Site Plan Final Plat, whichever occurs first, for any parcel(s) adjacent to US 64 and NC 751 as applicable. If NCDOT has approved an interchange design prior to the first Subdivision Final Plat or Site Plan Final Plat that is less than shown on Exhibit 1, the development shall only be required to dedicate the right-of-way shown in the approved interchange design.

2. Development shall dedicate a 60 foot right-of-way with 30' Public Road Construction Easement on each side for a public roadway extending from NC 751 to the eastern boundary of the rezoned parcels. The location of the connection to NC 751 is subject to NCDOT and Town review and approval. The terminus at the eastern edge of the rezoned parcels is subject to Town review and approval. The right-of-way and Public Road Construction Easement shall be directly adjacent to the highway buffer of the right-of-way dedicated accommodating the future interchange at US 64 and NC 751. The development shall contribute a $1,000,000 payment-in-lieu for the future construction of the collector road.
3. All lots within the development shall have frontage on a public street. The development shall construct a minimum of two stub street connections to adjacent parcels that have no frontage along public streets or only have frontage along NC 751. The location of the stub streets shall be subject to Town review and approval.

Section 5: 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 Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Section 6: This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member_____

Seconded by Council Member_____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the _____ day of _____ 2023.

TOWN OF APEX

_____
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

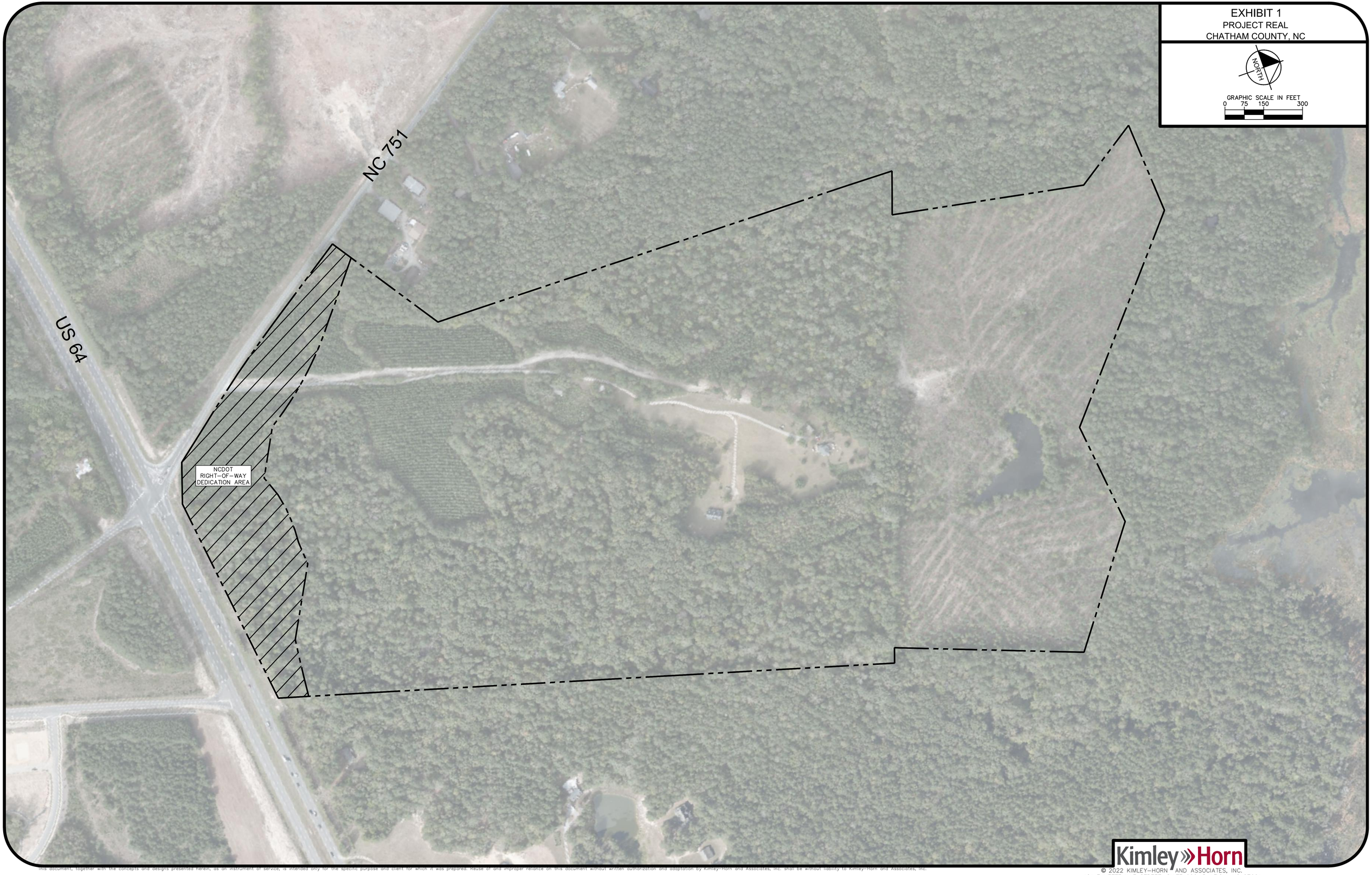
APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT 1
PROJECT REAL
CHATHAM COUNTY, NC

NORTH

GRAPHIC SCALE IN FEET
0 75 150 300



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, CODE RESEARCH, OR CONTACT WITH THE CITY, COUNTY, ETC.

Kimley»Horn

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421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: 919-677-2000 FAX: 919-677-2050
WWW.KIMLEY-HORN.COM

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, AND BEING BOUNDED ON THE NORTH BY US GOVERNMENT LAND, ON THE SOUTH BY THE ROADS NC 751 AND US 64, ON THE WEST BY BARBOUR KATHLEEN B PARCEL (BM 92 PG 43), LONG JOHN W AND LONG FAYE C PARCEL (BM 92 PG 43), ALUCINO WILLIAM J AND ALUCINO BARBARA J PARCEL (BM 11 PG 9), DROEGE BRENT MICHAEL PARCEL (BM 2014 PG 0320) AND DROGE INVESTMENTS LLC PARCEL (DB 1949 PG 612), AND ON THE EAST BY TRAN HUNG AND NGUYEN LIEN PARCEL (BM 1993 PG 603), ABBOT O WAYNE PARCEL (BM 2009 PG 216), DIACUMSKI JASON PARCEL (BM 2009 PG 216), BISHOP HELEN A AND BISHOP WILLIAM H PARCEL (BM 2009 PG 216), ABBOTT O WAYNE PARCEL (BM 2009 PG 216) AND US GOVERNMENT LAND (ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE (SAID PIPE BEING INSIDE OF A 1 3/4 INCH IRON PIPE), SAID 1/2 INCH IRON PIPE BEING SOUTH 0 DEGREES 24 MINUTES 11 SECONDS EAST A DISTANCE OF 141.41 FEET FROM AN EXISTING 1/2 INCH IRON PIPE, THE POINT OF COMMENCING (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 727970.55' EASTING: 2014637.34'), SAID POINT OF COMMENCING BEING THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO PHILIP MICHAEL MCLAIN AND WIFE BY DEED 1395 PAGE 247, DESCRIBED AS TRACT D, SAID 1/2 IRON PIPE BEING THE TRUE POINT OF BEGINNING (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 727829.13' EASTING: 2014636.46'), SAID POINT OF BEGINNING BEING NORTH 3 DEGREES 22 MINUTES 52 SECONDS A DISTANCE OF 2,685.98 FEET FROM AN EXISTING NGS MONUMENT STAMPED "FIN" (PID AB2852).

THENCE RUNNING IN A CLOCKWISE DIRECTION SOUTH 71 DEGREES 07 MINUTES 23 SECONDS EAST A DISTANCE OF 169.65 FEET TO AN EXISTING 1/2 INCH IRON PIPE; THENCE NORTH 10 DEGREES 18 MINUTES 21 SECONDS EAST A DISTANCE OF 749.23 FEET TO AN EXISTING 1/2 INCH IRON PIPE; THENCE NORTH 33 DEGREES 58 MINUTES 49 SECONDS WEST A DISTANCE OF 289.54 FEET TO A 4 INCH CONCRETE MONUMENT WITH DISK (STAMPED CORPS OF ENGINEERS US ARMY, DATE: 1967, ID# 5554); THENCE NORTH 86 DEGREES 14 MINUTES 51 SECONDS EAST A DISTANCE OF 357.10 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT WITH DISK (STAMPED CORPS OF ENGINEERS US ARMY, DATE: 1967, ID# 5555); THENCE SOUTH 49 DEGREES 31 MINUTES 1 SECOND EAST A DISTANCE OF 901.76 FEET TO A CALCULATED POINT; THENCE NORTH 83 DEGREES 19 MINUTES 1 SECOND EAST A DISTANCE OF 405.10 TO AN EXISTING 1/2 INCH IRON PIPE; SOUTH 53 DEGREES 24 MINUTES 19 SECONDS EAST A DISTANCE OF 530.32 FEET TO A CALCULATED POINT ON THE CHATHAM-WAKE COUNTY LINE; THENCE LEAVING CHATHAM-WAKE COUNTY LINE, SOUTH 20 DEGREES 29 MINUTES 52 SECONDS WEST A DISTANCE OF 733.29 FEET TO A CALCULATED POINT ON THE TRACT 1 NORTHERN LINE; THENCE LEAVING PEGGY G TRUSTEE SOUTHERN LINE SOUTH 71 DEGREES 27 MINUTES 2 SECONDS EAST A DISTANCE OF 59.40 FEET TO AN EXISTING 1 INCH IRON PIPE WITH WHITE CAP AND TACK; THENCE WITH THE COUNTY LINE BETWEEN CHATHAM COUNTY AND WAKE COUNTY, DESCRIBED AS LINE "F" IN BOOK OF MAPS 61 PAGE 68 THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 15 DEGREES 53 MINUTES 52 SECONDS WEST A DISTANCE OF 823.61 FEET TO AN EXISTING 1 INCH IRON PIPE WITH WHITE CAP AND TACK; THENCE SOUTH 15 DEGREES 56 MINUTES 17 SECONDS WEST A DISTANCE OF 66.32

FEET TO AN EXISTING 1/2 INCH IRON PIPE WITH WHITE CAP AND TACK; THENCE SOUTH 15 DEGREES 50 MINUTES 58 SECONDS WEST A DISTANCE OF 241.91 FEET TO AN EXISTING 1/2 INCH IRON PIPE WITH WHITE CAP AND TACK; THENCE SOUTH 15 DEGREES 52 MINUTES 53 SECONDS WEST A DISTANCE OF 911.62 FEET TO AN EXISTING 1 INCH IRON PIPE; THENCE SOUTH 15 DEGREES 46 MINUTES 19 SECONDS WEST A DISTANCE OF 343.72 FEET TO A CALCULATED POINT IN THE NORTHERN LINE OF US 64 HIGHWAY 200 FOOT RIGHT OF WAY; THENCE WITH THE NORTHERN LINE OF US 64 HIGHWAY AND LEAVING CHATHAM-WAKE COUNTY LINE SOUTH 82 DEGREES 51 MINUTES 36 SECONDS WEST A DISTANCE OF 837.66 FEET TO A CALCULATED POINT; THENCE NORTH 71 DEGREES 52 MINUTES 46 SECONDS WEST A DISTANCE OF 161.00 FEET TO AN EXISTING 5/8" IRON ROD ON THE EASTERN LINE OF NC HIGHWAY 751 60 FOOT RIGHT OF WAY; THENCE WITH THE EASTERN LINE OF NC HIGHWAY 751 60 FOOT RIGHT OF WAY NORTH 38 DEGREES 43 MINUTES 21 SECONDS WEST A DISTANCE OF 157.84 FEET TO A CALCULATED; THENCE A CURVE HAVING A RADIUS OF 6,670 FEET, A LONG CHORD BEARING OF NORTH 38 DEGREES 34 MINUTES 29 SECONDS WEST A DISTANCE OF 245.92 FEET TO A CALCULATED POINT; THENCE A CURVE HAVING A RADIUS OF 6,270 FEET, A LONG CHORD BEARING OF NORTH 35 DEGREES 35 MINUTES 11 SECONDS WEST A DISTANCE OF 249.29 FEET TO A CALCULATED POINT; THENCE NORTH 34 DEGREES 15 MINUTES 32 SECONDS WEST A DISTANCE OF 374.51 FEET TO A CALCULATED POINT; THENCE LEAVING THE EASTERN LINE OF NC HIGHWAY 751 60 FOOT RIGHT OF WAY AND WITH THE SOUTHERN LINE OF BARBOUR TRACT (BB 92 PAGE 43) NORTH 55 DEGREES 38 MINUTES 45 SECONDS EAST A DISTANCE OF 2.24 FEET TO AN EXISTING 1 3/4 INCH IRON ROD WITH SQUARE METAL TOP; THENCE CONTINUING WITH THE SOUTHERN LINE OF BARBOUR TRACT NORTH 55 DEGREES 38 MINUTES 45 SECONDS EAST A DISTANCE OF 505.51 FEET TO AN EXISTING 1 3/4 INCH IRON ROD WITH SQUARE METAL TOP; THENCE WITH THE EASTERN LINE OF BARBOUR TRACT NORTH 0 DEGREES 25 MINUTES 8 SECONDS EAST A DISTANCE OF 99.99 FEET TO AN EXISTING 1 INCH IRON PIPE; THENCE WITH THE EASTERN LINE OF LONG TRACT (BM 92 PG 43) AND TRACT B-1 (BM 11 PG 9) NORTH 0 DEGREES 41 MINUTES 44 SECONDS EAST A DISTANCE OF 1298.14 FEET TO AN EXISTING 1/2 INCH IRON PIPE; THENCE WITH THE EASTERN LINE OF LOT 1 (BM 2014 PG 0320) NORTH 0 DEGREES 42 MINUTES 32 SECONDS EAST A DISTANCE OF 280.64 FEET TO AN EXISTING 1/2 INCH IRON PIPE WITH WHITE CAP AND TACK; THENCE WITH TRACT C EASTERN LINE (DB 1949 PG 612) NORTH 1 DEGREE 3 MINUTES 8 SECONDS EAST A DISTANCE OF 171.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,754,539 SQUARE FEET OR 132.11 ACRES, MORE OR LESS.

AND BEING A PORTION OF THE LAND CONVEYED TO JEAN CARROL MILLS GOODWING, MARGARET KING MILLS, REGINALD HORTON MILLS, JR. AND WILLIAM STEPHEN MILLS BY DEED BOOK 657 PAGE 863, DESCRIBED AS TRACT 1 AND TRACT 2 IN DEED BOOK LQ PAGE 235, AND BEING ALL OF THE LAND CONVEYED TO WILLIAM STEPHEN MILLS BY PLAT RECORDED IN BOOK OF MAPS 95 PAGE 462, DESCRIBED AS LOT 1. AND BEING ALL OF THE LAND CONVEYED TO WILLIAM STEPHEN MILLS BY PLAT RECORDED IN BOOK OF MAPS 97 AT PAGE 471, DESCRIBED AS LOT 2, AND BEING ALL OF THE LAND CONVEYED TO GRAY PEGGY G TRUSTEE BY DEED BOOK 1919 PAGE 1134.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to set Public Hearing for the February 28, 2023 Town Council meeting regarding Rezoning Application #22CZ26 Apex Gateway Ph 2. The applicant, Maggie Houston, Beacon Development, seeks to rezone approximately 243.48 acres from Chatham County Conditional Use-Light Industrial District (CU-IND-L), Chatham County Residential District (R-1), Chatham County Conditional Use-Office & Institutional District (CU-OI) to Light Industrial-Conditional Zoning (LI-CZ). The proposed rezoning is located at 314, 450, 482, 472, 546, 610, 696, 527, & 0 NC Hwy 751; 0, 0, 0, & 13406 US 64 E.

Approval Recommended?

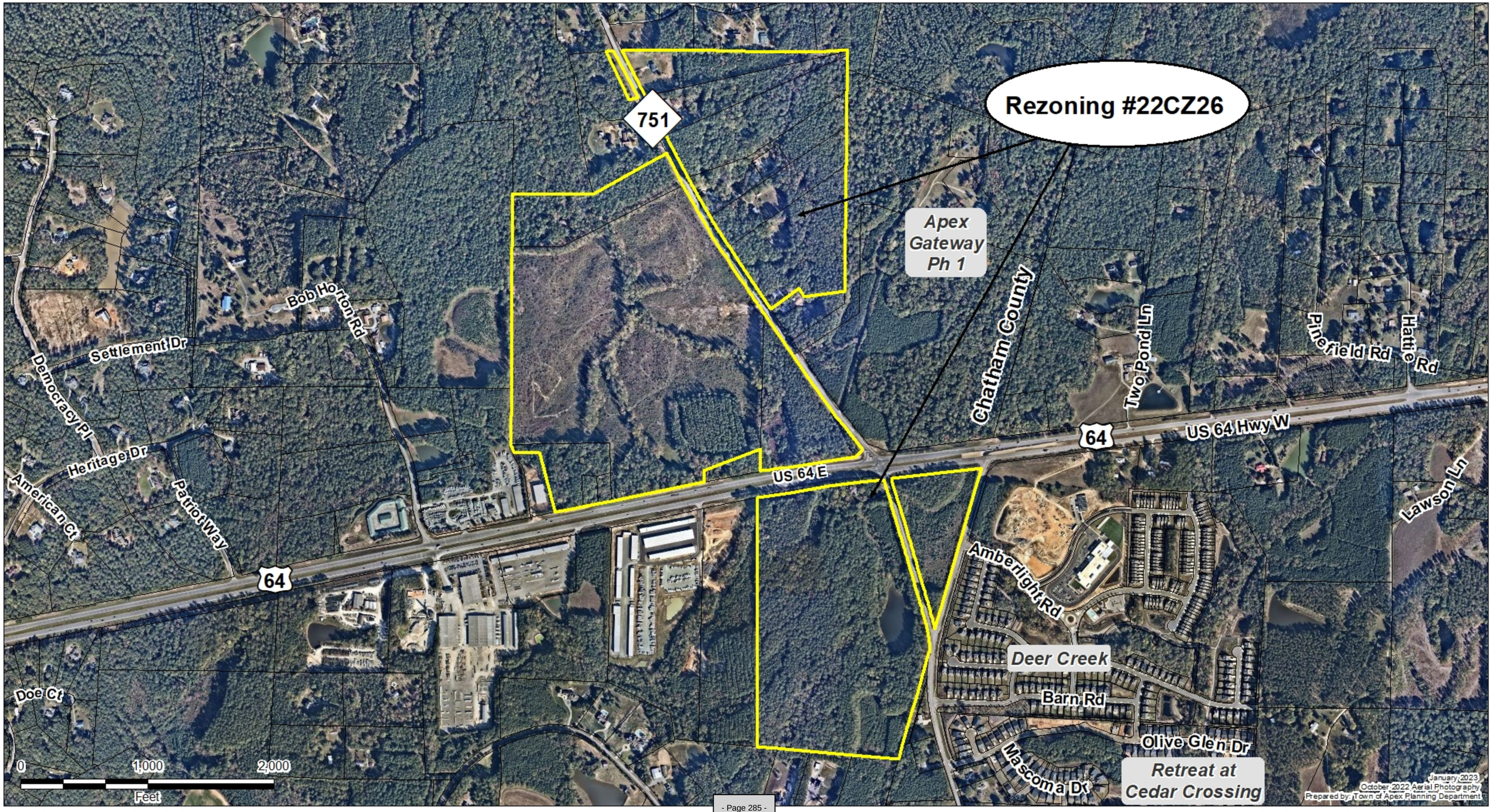
The Planning Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 071200461386, 071200460876, 071200367945, 071200470121, 071200378303, 071200376549, 071200372751, 071200261673, 071200350755, 071200245813, 071200245419, 071200246438, 071200435356.

Attachments

- Attachment A: Vicinity Map - Rezoning Case No. 22CZ26
- Attachment B: Application – Rezoning Case No. 22CZ26


Rezoning #22CZ26
751
Apex Gateway Ph 1
Chatham County
Bob Horton Rd
Settlement Dr
Democracy Pl
Heritage Dr
American Ct
Patriot Way
US 64 E
US 64 Hwy W
64
Two Pond Ln
Pinefield Rd
Hattie Rd
Lawson Ln
Amberlight Rd
Deer Creek
Barn Rd
Olive Glen Dr
Mascoma Dr
Retreat at Cedar Crossing
Doe Ct
0
1,000
2,000
Feet
January 2023
October 2022 Aerial Photography
Prepared by: Town of Apex Planning Department

PETITION TO AMEND THE OFFICIAL ZONING MAP

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 22CZ26 Submittal Date: 11-1-22

Fee Paid:

Project Information

Project Name: Apex Gateway Phase 2

Address(es): See Attached

PIN(s): See Attached

Acreage: 243.48

Current Zoning: CU-IND-L, R-1, CU-OI Proposed Zoning: LI-CZ

Current 2045 LUM Classification(s): Employment Center (Chatham County)

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☑ No ☐

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: 0.00

Area proposed as non-residential development: Acreage: 243.48

Percent of mixed use area proposed as non-residential: Percent: 0.00

Applicant Information

Name: Maggie Houston

Address: 500 E Morehead, Suite 200

City: Charlotte State: NC Zip: 28202

Phone: 704-926-1403 E-mail: maggie@beacondevelopment.com

Owner Information

Name: Multiple - See attached

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: Walker Gorham

Address: 500 East Morehead Street, Suite 200

City: Charlotte State: NC Zip: 28202

Phone: (704) 597-7757 E-mail: walker@beacondevelopment.com

Other contacts: Gray Harrell - Gray@beacondevelopment.com

Apex Gateway Phase 2 Rezoning & Annexation Property Information				
Owner	**Address**	**PIN**	**Parcel ID**	**Tract/Lot**
John W Long & Faye C Long	314 NC Hwy 751	0712 00 46 1386	17903	
BIN - AG LLC	450 NC Hwy 751	0712 00 46 0876	17918	
Brent Michael Droege	482 NC Hwy 751	0712 00 36 7945	17912	Tract 1
Brent Michael Droege	472 NC Hwy 751	0712 00 47 0121	67322	Tract 2
Droege Investments LLC	546 NC Hwy 751	0712 00 37 8303	17915	
Droege Investments LLC	610 NC Hwy 751	0712 00 37 6549	17917	
Brent Michael Droege	696 NC Hwy 751	0712 00 37 2751	17908	
James L Givens	527 NC Hwy 751	0712 00 26 1673	60490	Tracts 1 and 2
Cant Hook Properties, LLC	NC Hwy 751	0712 00 35 0755	17904	
Andrew L Clark Trustee & Staley C Smith	US 64 E	0712 00 24 5813	76475	Tract 1
Andrew L Clark Trustee & Staley C Smith	US 64 E	0712 00 24 5419	17886	Tract 2
Andrew L Clark Trustee & Staley C Smith	US 64 E	0712 00 24 6438	68507	Tract 3
BIN - AG2 LLC	13406 US 64 E	0712 00 43 5356	17894	Lot 1
Mills Chatham Investment Properties LLC	13406 US 64 E	0712 00 43 5356	17894	Lot 2
Mills Chatham Investment Properties LLC	13406 US 64 E	0712 00 43 5356	17894	Lot 3

PETITION INFORMATION

Application #: 22CZ26 Submittal Date:

An application has been duly filed requesting that the property described in this application be rezoned from CU-IND-L, R-1 & CU-OI to LI-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	SEE ATTACHED.	21	
2		22	
3		23	
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9		29	
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20		40	

Proposed Uses:

1. Government service
2. Communication tower, commercial (S)
3. Utility, minor
4. Wireless support structure
5. Wireless communication facility
6. Broadcasting station (radio & television)
7. Radio and television recording studio
8. Commissary
9. Restaurant, general
10. Retail sales, general
11. Medical or dental office or clinic
12. Medical or dental laboratory
13. Office, business or professional
14. Building supplies, wholesale *[subject to additional use condition restrictions]*
15. Laboratory, industrial research *[subject to additional use condition restrictions]*
16. Machine or welding shop *[retained at the request of the neighbors with existing shop or welding businesses on NC-751]*
17. Warehousing, general *[subject to additional use condition restrictions]*
18. Woodworking or cabinetmaking
19. Wholesaling distribution center *[subject to additional use condition restrictions]*
20. Warehousing fulfillment center *[subject to additional use condition restrictions]*
21. Brewery *[subject to additional use condition restrictions]*
22. Distillery *[subject to additional use condition restrictions]*
23. Manufacturing & processing *[subject to additional use condition restrictions]*
24. Microbrewery or Microdistillery
25. Research facility
26. Glass sales *[subject to additional use condition restrictions]*
27. Health/Fitness center or spa
28. Manufacturing & processing, minor
29. Entertainment indoor
30. Entertainment outdoor (S)
31. Greenway
32. Pet services
33. Parking lot, public
34. Day care facility (%)
35. Veterinary clinic or hospital
36. Vocational school *[subject to additional use condition restrictions]*
37. Drop-in or short-term day care
38. Botanical garden
39. Park, active
40. Park, passive

PETITION INFORMATION

Application #: 22CZ26 Submittal Date:

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposed LI-CZ District is consistent with the Chatham County Land Use Map. The Land Use Map identifies this area of the County as a Future Employment Center (751 Employment Center). The objective of the Employment Center is to act as a targeted area to provide a job-generating setting. The proposed CZ District will bring employment opportunities upon development.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed LI-CZ District is compatible with the surrounding area. The land is located to the north and south of the intersection of US 64 and NC 751, both of which are major arterials. Additionally, the area of Chatham County proposed to be rezoned and annexed in to the Town of Apex has been identified as a Future Employment Center; which rezoning the land to th proposed LI-CZ District will help provide employment opportunities over the existing zoning.

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

Supplemental standards in Section 4.4 exist for several of the allowed uses (listed below). Depending on the uses proposed at the time of the Site Plan Review, the supplemental standards will be met.

Uses with Supplemental Standards: Government services, Communication Tower (commercial and public safety), Utility (minor), Wireless Support Structure, Wireless Communication Facility, Commissary, Restaurant (general), Medical or Dental Laboratory. Office/Business or Professional, Pilot Plant, Parking Garage (commercial), Parking Lot (commercial), Machine or Welding Shop, Brewery, Distillery, Microbrewery, Microdistillery,

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

Design with the proposed LI-CZ District's use will minimize adverse effects onto the adjacent lands and will meet the Town's Design Ordinance accordingly to ensure impacts are minimized. A traffic impact analysis will be performed and submitted at the time of the site plan review to confirm no adverse impacts or mitigate adverse impacts to traffic. Furthermore, there are several conditions associated with this rezoning request that will aide in minimizing noise, lighting, and visual impacts to adjacent lands.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

The LI-CZ District proposes the following environmental based conditions:
On the north side of NC 64, existing trees greater than 18" in diameter and on the south side of NC 64, existing trees greater than 24" diameter that are removed by the site development shall be replaced by planting 1.5" caliper native tree from the Town of Apex Design and Development Manual either on-site or at an alternate location approved by Town Planning Staff, increase storm pre- and post-attenuation requirements to the 25-year storm, install signage near environmental sensitive areas in order to eliminate fertilizer near SCM drainage area, preserve tree canopy where possible and replace with native trees where unable to preserve, plant trees designed for efficiency, include landscaping that requires less irrigation, install signage near Resource Conservation Area (RCA), install timers or light sensors or smart lighting technology, outdoor lighting shall be shielded in a way that focuses lighting to the ground.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The proposed LI-CZ District use intends to avoid adverse impacts to public facilities. The proposed development will positively benefit the potable water and wastewater facilities (utility mains proposed to be extended). There will be mo negative impacts to the road system (traffic Impact Analysis will be prepared during development plan review phase) or the police, fire, and EMS facilities. There will be no impact on the park and school facilities as the CZ District will not allow for residential use.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

Health, safety, or welfare of the Town of Apex residents will not be affected, the LI-CZ District proposes several Rezoning Conditions to ensure such. At the time of Site Plan review, any proposed development shall comply with all Town of Apex Standards.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The proposed LI-CZ District is not detrimental to adjacent properties, but will benefit the adjacent properties. The development of this LI-CZ District will include extension of the potable water and wastewater mains to serve this vicinity of the Town, which will provide adjacent properties an opportunity to connect to the public services.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The LI-CZ District will not constitute nuisance or hazard due to traffic impact or noise. A traffic impact analysis will be conducted at the time of Site Plan review based on the proposed zoning to ensure there will be no traffic concerns or mitigate traffic concerns on the surrounding roadway infrastructure. The LI-CZ district will comply with landscape buffering requirements set forth in the Town of Apex Code of Ordinances to minimize noise nuisance.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The proposed LI-CZ District will contain a development that will comply with all Town of Apex requirements from site planning, utility, stormwater, erosion control, and traffic standards.

Proposed Conditions

Use Conditions:

1. Machine or welding shop: This use is allowed with the exception of welding associated with automobiles.
2. Manufacturing and processing: This use shall be prohibited on any parcels south of US 64 and prohibited within 500’ of the northern boundary of the area to be rezoned.
3. Laboratory, industrial research: This use shall be prohibited within 500’ of the northern boundary of the area to be rezoned and prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road.
4. Retail sales, general: This use shall be allowed in both freestanding retail buildings as well as mixed use buildings with no gross floor area percentage restrictions. Such use shall not be required to be associated with an Industrial use.
5. Building supplies, wholesale: This use shall not exceed 200,000 square feet north of US 64 and shall not include more than 15% of the building's square footage as outdoor storage. This use shall not exceed 50,000 square feet south of US 64 and shall not include more than 15% of the building's square footage as outdoor storage. This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road. Outdoor storage to be screened with 10' slotted fence.
6. Manufacturing and processing, minor: This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road.
7. Glass sales: This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road. This use shall be all indoors except what is stored on trucks. Outdoor truck parking must be fully screened from any public right-of-way.
8. Brewery: This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road.
9. Distillery: This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road.
10. Vocational school: This use is allowed with the exception of a truck driving school, or related programing that would require the use of trucks.
11. There shall be a minimum of 5 acres, reserved north of US 64 that will allow for the following uses: Restaurant, general; Medical or dental office or clinic; Office, business or professional; Retail sales general; Pet services; Health / Fitness center or spa; Veterinary clinic or hospital; Day care facility; Drop-in or short-term day care; Parking lot, public.
12. There shall be a minimum of 15 acres, reserved south of US 64 that will allow for the following uses: Restaurant, general; Medical or dental office or clinic; Office, business or professional; Retail sales general; Pet services; Health / Fitness center or spa; Veterinary clinic or hospital; Day care facility; Drop-in or short-term day care; Parking lot, public.
13. The approximately 12.07-acre tract at the south east corner of the US 64 and NC 751 intersection, framed between Hwy 64, New Hill Road, and New Hill Olive Road, shall be limited to the following uses: Restaurant, general; Medical or dental office or clinic; Office, business or professional; Retail sales general; Pet services; Health / Fitness center or spa; Veterinary clinic or hospital; Day care facility; Drop-in or short-term day care; Parking lot, public.
14. Warehousing, general: This use shall not exceed 95,000 total square feet south of US 64. This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road.

15. Warehousing fulfillment: This use shall not exceed 95,000 total square feet south of US 64. This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road.
16. Warehousing distribution center: This use shall not exceed 95,000 total square feet south of US 64. This use shall be prohibited within 500’ of the centerline of New Hill Road and New Olive Chapel Road.

Environmental Conditions:

1. On the north side of US 64, within existing PIN’s 071200461386, 071200460876, 071200470121, 071200367945, 071200378303, 071200376549, 071200372751, 071200261673, 071200350755, 071200245813, 071200245419, 071200246438, and a portion of 071200435356, existing trees greater than 18" in diameter that are removed by site development shall be replaced by planting a 1.5" caliper native tree from the Town of Apex Design and Development Manual either on-site or at an alternative location approved by the Town Planning Staff, above and beyond UDO requirements.
2. On the south side of US 64, within existing PIN 071200435356 (Lots 2 and 3), existing trees greater than 24" in diameter that are removed by site development shall be replaced by planting a 1.5" caliper native tree from the Town of Apex Design and Development Manual either on-site or at an alternative location approved by the Town Planning Staff, above and beyond UDO requirements.
3. The northern property boundary of the rezoning limits shall have the following buffers: PIN 0712-00-26-1673 – 100’ average buffer; PIN 0712-00-37-2751 – minimum 100’ buffer. The approximate location of the buffer is shown in Exhibit 3.
4. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance. Additionally, the developer shall commit to a minimum of 2 acres of wetlands to be constructed north of US 64 to facilitate additional nutrient removal above the Unified Development Ordinance requirements.
5. On site stormwater treatment shall also include Green Stormwater Infrastructure measures within the project limits (above Town of Apex Unified Development Ordinance requirements). The following Green Stormwater Infrastructure measures shall be included prior to the 3rd building CO: bio-retention areas totaling a minimum of 6,000 sf; a minimum of 5,000 sf of permeable pavement systems; and rainwater harvesting (cisterns) with a minimum capacity of 2,500 gallons. Educational signage will be displayed where Green Stormwater Infrastructure devices are located, and such locations shall be open to the public and community groups for educational purposes.
6. The project shall install at least one (1) sign per SCM about not using fertilizer near an SCM drainage area. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
7. The project shall preserve a minimum of 10% of the existing tree canopy.
8. The project shall preserve an additional 30’ of buffer along intermittent and perennial streams north of US 64 above the Town of Apex requirements.

9. To improve energy efficiency, the project area to the north of US 64 shall plant evergreen trees on the northern side of all buildings to act as a windbreak. This shall not apply where loading docks are proposed along a building facade.
10. To improve energy efficiency, a combination of large and small deciduous shade trees shall be planted on the southern side of any buildings. This shall not apply to commercial outparcels with highway frontage or where loading docks are proposed along a building facade.
11. The project shall plant only drought tolerant native plants. Landscaping shall be coordinated with and approved by the Planning Department at the time of Site Plan or Master Subdivision Plan review.
12. At least (1) information sign or other marking shall be provided at the boundary of an area dedicated as Resource Conservation Area (RCA) indicating that the area beyond the sign is RCA and is not to be disturbed.
13. The project shall install light timers or other smart lighting technology on at least 50% of the fixtures in the parking lot so they are automatically turned off or reduced in level of lighting when the business is closed.
14. Outdoor lighting shall be shielded in a way that focuses lighting to the ground.
15. Outdoor lighting shall have a color temperature of no more than 3000 Kelvins.
16. Development shall construct an activated open space / outdoor amenity along the proposed multi-use path committed in Transportation Condition #5, and shall also include an adjacent pollinator garden. Approximate location depicted in Exhibit 2. The multi-use path and amenity programming / pollinator garden shall be constructed in conjunction with the development of these parcels (and shall not be required until development commences on the parcels).
17. Removal of trees greater than 10" in diameter onsite for the sole purpose of making room to replant trees shall not be allowed.
18. To further illustrate the project's commitment to preserving and re-establishing tree canopy in our region, prior to Site Plan approval, the developer will provide a donation of $100,000 to the Triangle Land Conservancy and an additional $100,000 donation to Trees for the Triangle.

Architectural Conditions – Industrial

1. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
2. The buildings shall have more than one parapet height.
3. Windows and glazing shall be divided to be either square or vertical in proportion so that each section is taller than it is wide.
4. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.

Architectural Conditions - Commercial

1. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed sixty (60) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, recess in or projection from the building façade. Permitted setbacks can be used to articulate bays of a building to break up its width. Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical

orientation on building facades. This would also include reveals in concrete tilt construction with integrated thin brick and contrasting paint colors, which add visual interest. The percentage of brick required on the facades will be 65 percent for a single-story building, 50 percent for a two story building, and only the first floor for a three story building.

2. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.
3. Buildings on corners are to be treated as gateways with quality design.
4. Corner buildings shall match or exceed the height of adjacent commercial buildings.
5. Corner buildings shall have two facades which maintain a relationship to each other although they do not need to be identical.
6. The orientation of drive-thru lanes, pick-up windows, and other utilitarian building functions should not be oriented toward or located adjacent the street. If drive-thru lanes must be located adjacent to a street, they shall be screened through the use of low walls and/or landscaping. Pick-up windows shall be de-emphasized through screening and/or architectural elements.
7. Each façade shall have a rhythm that is repeated through the pattern of wall and openings. The building façade shall have an identifiable base, body, and cap with horizontal elements separating these components. The body of the building shall constitute a minimum of 50% of the total building height. Buildings shall not have blank side walls creating a false front appearance.
8. The street level of the facades shall provide human scaled entries including, but not limited to, recessed entries, sheltering elements and adjacent storefront windows. Facades shall incorporate a minimum of two (2) continuous details refined to the scale of twelve (12) inches or less within the first ten (10) feet of the building wall, measured vertically at street level. Recessed arcades, entries flush with the building face, and small entries without adjacent windows shall be avoided.
9. Windows and storefront glazing shall be divided to be either square or vertical in proportion so that each section is taller than it is wide.
10. Simple parapet roof edges with varying coping shall be used on most buildings. The roofline height shall vary from building to building as well as within buildings with wide street frontage.
11. The building shall have more than one parapet height.
12. Roof features may include hip roofs or awnings with metal or shingle roofs.
13. Buildings shall be architecturally compatible by way of colors and use of materials. The building exterior shall have more than one material color.
14. The exterior materials shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
    a. Brick masonry
    b. Decorative concrete block (either integrally colored or textured)
    c. Stone accents
    d. Aluminum storefronts with anodized or pre-finished colors.
    e. EIFS cornices and parapet trim.
    f. Precast concrete

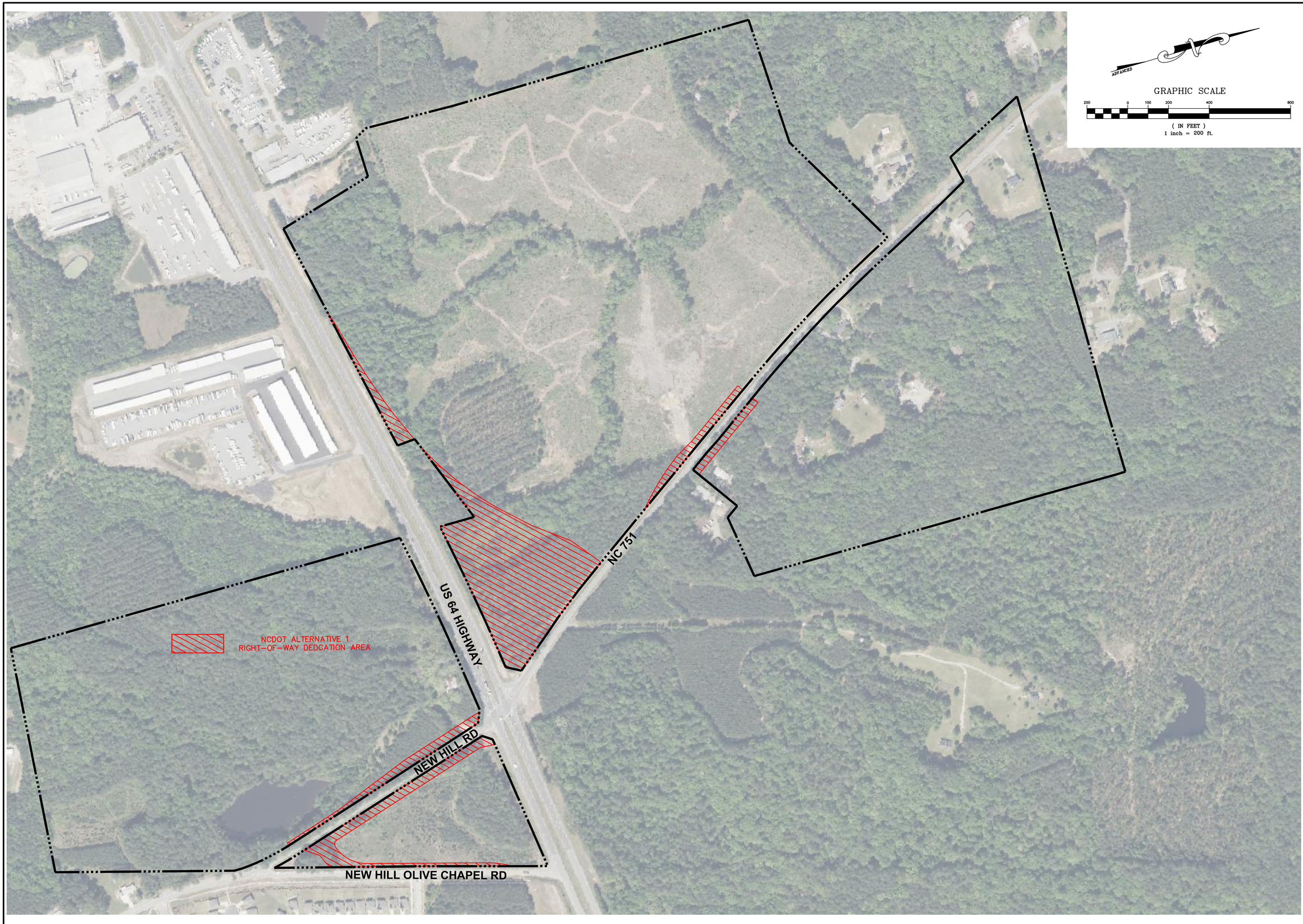
g. Concrete tilt with a base wall paint color in conjunction with varying complimentary accent paint colors and integral thin brick, with associative percentages as outlined in item 1 above.

15. Exterior materials that shall not be allowed are as follows:
    a. Vinyl siding
    b. Painted, smooth faced concrete block (decorative blocks are acceptable)
    c. Metal walls
16. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade
17. Soffit and fascia materials shall be EIFS, architectural metal panels (ACM), or tongue and groove wood.

Transportation Conditions

1. Development shall dedicate public right-of-way for the future interchange at US 64 and NC 751 consistent with the area shown in Exhibit 1. This area is based on the outside limits of the interchange concept known as "ALT 1" evaluated by the North Carolina Department of Transportation at the time of rezoning. This dedication shall be included in development plans and occur at the time of Subdivision Final Plat or Site Plan Final Plat, whichever occurs first, for any parcel(s) adjacent to US 64 and NC 751 as applicable. If NCDOT has approved an interchange design prior to the first Subdivision Final Plat or Site Plan Final Plat that is less than shown on Exhibit 1, the development shall only be required to dedicate the right-of-way shown in the approved interchange design.
2. All collector roads (as reflected in Exhibit 1) shall be constructed to Town of Apex major collector street standards. Development shall construct and dedicate a 60-foot right-of-way from NC 751 to the eastern boundary of the rezoning limits. Exhibit 2 reflects approximate location of connection that shall be further defined at site plan. This shall not be required until these parcels are developed.
3. Development shall construct and dedicate a 60-foot right-of-way from NC 751 to the western boundary of the rezoning limits. Exhibit 2 reflects approximate location of connection that shall be further defined at site plan. This shall not be required until these parcels are developed.
4. Development shall increase the sidewalk width to a 10' multi-use path for a portion of the road committed in Transportation Condition #3 from NC 751 to the eastern stream buffer as depicted on Exhibit 2. This shall not be required until these parcels are developed.
5. Development shall connect the multi-use path committed in Transportation Condition #4 back to NC 751 along the approximate location shown on Exhibit 2. Multi-use path shall be at a minimum 10' wide and of stone material. This shall not be required until these parcels are developed.
6. The development shall construct a minimum of two stub street connections to adjacent parcels that have no frontage along public streets or only have frontage along NC 751. The location of the stub streets shall be subject to Town review and approval.
7. Development shall construct a 5-foot sidewalk on the west side of NC 751 along the frontage of existing PIN's 071200277607 and 071200278263 at the time of development of the northwest quadrant (existing PIN's 071200261673 and 071200350755) subject to readily available right-of-way or easement from the property owner(s).

8. A 10 ft shared use path shall be provided along the northern property boundary of existing PIN 071200435356 Lot 2 (south of NC 64 and west of New Hill Road) at the time this parcel is developed.
9. Development shall, in conjunction with NCDOT, investigate the feasibility of the addition of a 10' multi-use path or it's easement area from the terminus of the Reedy Branch Greenway at the intersection of New Hill Olive Chapel Road and Amberlight Road to the proposed multi-use path stated in Transportation Condition #5 at the time this parcel (PIN 071200435356 Lot 3 – South of NC 64 and east of New Hill Road) is developed.
10. Development shall construct a 5-foot sidewalk on the east side of NC 751 along the frontage of existing PIN 071200452843 at the time of development of the northeast quadrant subject to readily available right-of-way (and NC DOT approval) or easement dedication from the property owner.
11. The development shall construct and designate 10 park and ride spaces for public use within Apex Gateway Phase 2. Park and ride spaces shall be located no more than 1,000 feet from the center of the US 64 and NC 751 intersection.



ADVANCED

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

PLAN PREPARED BY: FIRM # C-2768

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Town of Apex, Chatham County, North Carolina

APEX GATEWAY

EXHIBIT
FOR
BEACON PARTNERS

EXHIBIT 1

22CZ26
1-27-23

Issue Dates:

Date: 11/11/2022
Scale: 1"=200'

Drawn By:	Checked By:
JRR	JDW

Project Number:
22-0014-504

Drawing Number:
1 / 1

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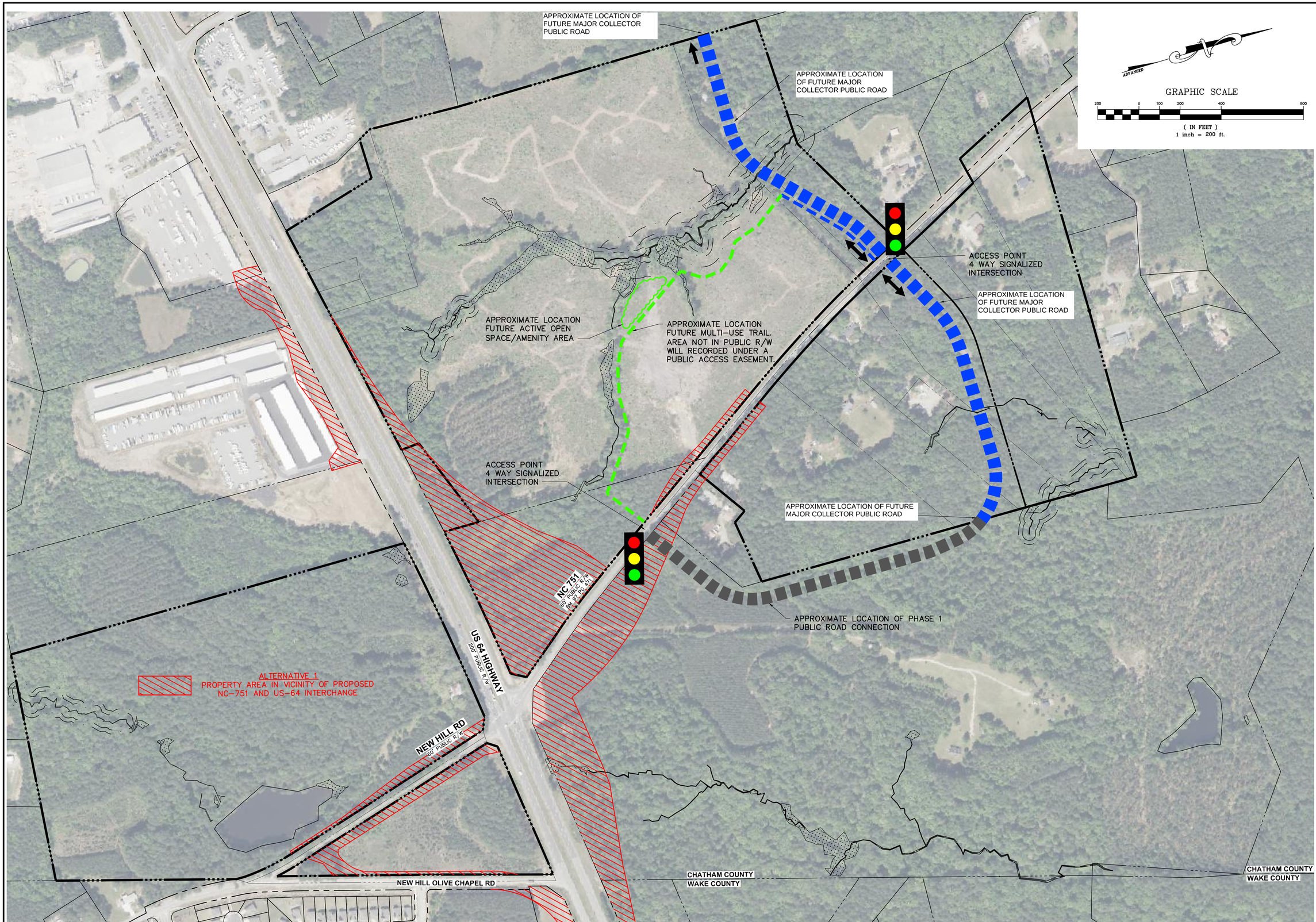

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PLAN PREPARED BY: FIRM # C-2768

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APEX GATEWAY - PHASE 2

EXHIBIT
FOR
BEACON PARTNERS

EXHIBIT 2

22CZ26
1-27-23

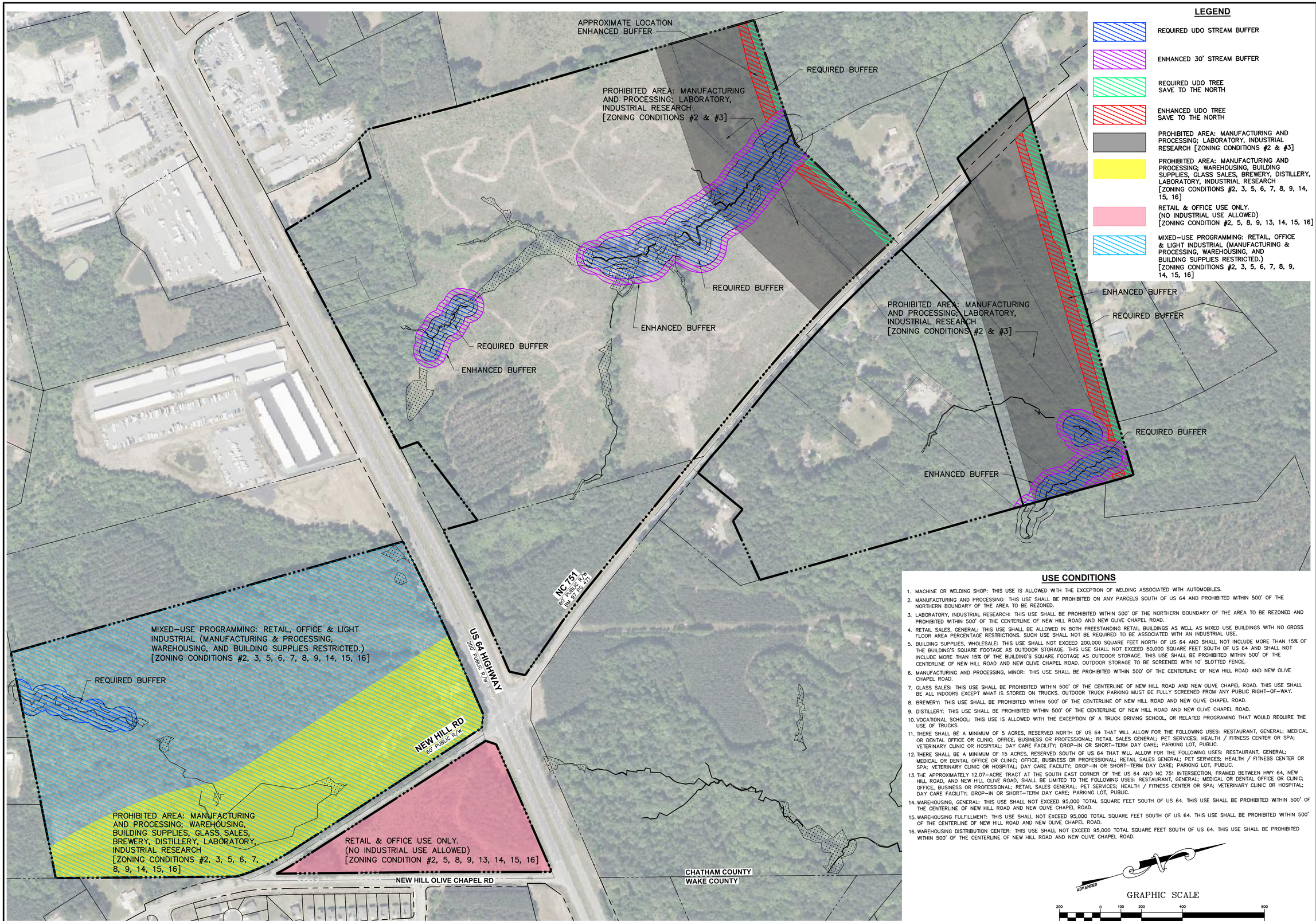
Issue Dates:

Date: 01/20/2023
Scale: 1"=200'

Drawn By:	Checked By:
AMK	JRR

Project Number:
22-0014-504

Drawing Number:
1 / 1



LEGEND

- REQUIRED UDO STREAM BUFFER
- ENHANCED 30' STREAM BUFFER
- REQUIRED UDO TREE SAVE TO THE NORTH
- ENHANCED UDO TREE SAVE TO THE NORTH
- PROHIBITED AREA: MANUFACTURING AND PROCESSING; LABORATORY, INDUSTRIAL RESEARCH [ZONING CONDITIONS #2 & #3]
- PROHIBITED AREA: MANUFACTURING AND PROCESSING; WAREHOUSING, BUILDING SUPPLIES, GLASS SALES, BREWERY, DISTILLERY, LABORATORY, INDUSTRIAL RESEARCH [ZONING CONDITIONS #2, 3, 5, 6, 7, 8, 9, 14, 15, 16]
- RETAIL & OFFICE USE ONLY. (NO INDUSTRIAL USE ALLOWED) [ZONING CONDITION #2, 5, 8, 9, 13, 14, 15, 16]
- MIXED-USE PROGRAMMING: RETAIL, OFFICE & LIGHT INDUSTRIAL (MANUFACTURING & PROCESSING, WAREHOUSING, AND BUILDING SUPPLIES RESTRICTED.) [ZONING CONDITIONS #2, 3, 5, 6, 7, 8, 9, 14, 15, 16]

USE CONDITIONS

1. MACHINE OR WELDING SHOP: THIS USE IS ALLOWED WITH THE EXCEPTION OF WELDING ASSOCIATED WITH AUTOMOBILES.
2. MANUFACTURING AND PROCESSING: THIS USE SHALL BE PROHIBITED ON ANY PARCELS SOUTH OF US 64 AND PROHIBITED WITHIN 500' OF THE NORTHERN BOUNDARY OF THE AREA TO BE REZONED.
3. LABORATORY, INDUSTRIAL RESEARCH: THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE NORTHERN BOUNDARY OF THE AREA TO BE REZONED AND PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD.
4. RETAIL SALES, GENERAL: THIS USE SHALL BE ALLOWED IN BOTH FREESTANDING RETAIL BUILDINGS AS WELL AS MIXED USE BUILDINGS WITH NO GROSS FLOOR AREA PERCENTAGE RESTRICTIONS. SUCH USE SHALL NOT BE REQUIRED TO BE ASSOCIATED WITH AN INDUSTRIAL USE.
5. BUILDING SUPPLIES, WHOLESALE: THIS USE SHALL NOT EXCEED 200,000 SQUARE FEET NORTH OF US 64 AND SHALL NOT INCLUDE MORE THAN 15% OF THE BUILDING'S SQUARE FOOTAGE AS OUTDOOR STORAGE. THIS USE SHALL NOT EXCEED 50,000 SQUARE FEET SOUTH OF US 64 AND SHALL NOT INCLUDE MORE THAN 15% OF THE BUILDING'S SQUARE FOOTAGE AS OUTDOOR STORAGE. THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD. OUTDOOR STORAGE TO BE SCREENED WITH 10' SLOTTED FENCE.
6. MANUFACTURING AND PROCESSING, MINOR: THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD.
7. GLASS SALES: THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD. THIS USE SHALL BE ALL INDOORS EXCEPT WHAT IS STORED ON TRUCKS. OUTDOOR TRUCK PARKING MUST BE FULLY SCREENED FROM ANY PUBLIC RIGHT-OF-WAY.
8. BREWERY: THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD.
9. DISTILLERY: THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD.
10. VOCATIONAL SCHOOL: THIS USE IS ALLOWED WITH THE EXCEPTION OF A TRUCK DRIVING SCHOOL, OR RELATED PROGRAMING THAT WOULD REQUIRE THE USE OF TRUCKS.
11. THERE SHALL BE A MINIMUM OF 5 ACRES, RESERVED NORTH OF US 64 THAT WILL ALLOW FOR THE FOLLOWING USES: RESTAURANT, GENERAL; MEDICAL OR DENTAL OFFICE OR CLINIC; OFFICE, BUSINESS OR PROFESSIONAL; RETAIL SALES GENERAL; PET SERVICES; HEALTH / FITNESS CENTER OR SPA; VETERINARY CLINIC OR HOSPITAL; DAY CARE FACILITY; DROP-IN OR SHORT-TERM DAY CARE; PARKING LOT, PUBLIC.
12. THERE SHALL BE A MINIMUM OF 15 ACRES, RESERVED SOUTH OF US 64 THAT WILL ALLOW FOR THE FOLLOWING USES: RESTAURANT, GENERAL; MEDICAL OR DENTAL OFFICE OR CLINIC; OFFICE, BUSINESS OR PROFESSIONAL; RETAIL SALES GENERAL; PET SERVICES; HEALTH / FITNESS CENTER OR SPA; VETERINARY CLINIC OR HOSPITAL; DAY CARE FACILITY; DROP-IN OR SHORT-TERM DAY CARE; PARKING LOT, PUBLIC.
13. THE APPROXIMATELY 12.07-ACRE TRACT AT THE SOUTH EAST CORNER OF THE US 64 AND NC 751 INTERSECTION, FRAMED BETWEEN HWY 64, NEW HILL ROAD, AND NEW HILL OLIVE ROAD, SHALL BE LIMITED TO THE FOLLOWING USES: RESTAURANT, GENERAL; MEDICAL OR DENTAL OFFICE OR CLINIC; OFFICE, BUSINESS OR PROFESSIONAL; RETAIL SALES GENERAL; PET SERVICES; HEALTH / FITNESS CENTER OR SPA; VETERINARY CLINIC OR HOSPITAL; DAY CARE FACILITY; DROP-IN OR SHORT-TERM DAY CARE; PARKING LOT, PUBLIC.
14. WAREHOUSING, GENERAL: THIS USE SHALL NOT EXCEED 95,000 TOTAL SQUARE FEET SOUTH OF US 64. THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD.
15. WAREHOUSING FULFILLMENT: THIS USE SHALL NOT EXCEED 95,000 TOTAL SQUARE FEET SOUTH OF US 64. THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD.
16. WAREHOUSING DISTRIBUTION CENTER: THIS USE SHALL NOT EXCEED 95,000 TOTAL SQUARE FEET SOUTH OF US 64. THIS USE SHALL BE PROHIBITED WITHIN 500' OF THE CENTERLINE OF NEW HILL ROAD AND NEW OLIVE CHAPEL ROAD.

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

PLAN PREPARED BY: FIRM # C-2768
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Town of Apex, Chatham County, North Carolina

APEX GATEWAY - PHASE 2

EXHIBIT
FOR
BEACON PARTNERS

EXHIBIT 3

22CZ26
1-27-23

Issue Dates:

Date: 01/24/2023
Scale: 1"=200'

Drawn By: AMK
Checked By: JRR

Project Number: 22-0014-504

Drawing Number: 1 / 1

O:\22-0014-504NC\DWG\Production Drawings\EXHIBIT\Phase 2 rezoning & annexation exhibits\0014-504-Exhibit 3 - Enhanced Buffer Exhibit.dwg ENHANCED BUFFER EXHIBIT Jan 24, 2023 - 2:39:00pm royal

ANNEXATION AREA 1
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LANDS DEPICTED IN DEED BOOK 2316 PAGE 883, DEED BOOK 2207 PAGE 426; DEED BOOK 2252 PAGE 612, DEED BOOK 2148 PAGE 1047, BOOK 2148 PAGE 1134, DEED BOOK 2301 PAGE 443, DEED BOOK 318 PAGE 352, DEED BOOK 2330 PAGE 938, DEED BOOK 2015 PAGE 1112, DEED BOOK 1141 PAGE 345 AND DEED BOOK 757 PAGE 592. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND ON A NORTH EASTERN CORNER OF THE BARBOUR KATHLEEN B. PROPERTY (DB 367 PG 115), SAID IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:726,078.59', E:2,014,614.07' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION ALONG A NORTHERN BOUNDARY LINE IN THE BARBOUR KATHLEEN B. PROPERTY (DB 367 PG 115) SOUTH 81 DEGREES 58 MINUTES 20 SECONDS WEST A DISTANCE OF 315.77 FEET TO A 5/8" REBAR WITH CAP; THENCE NORTH 34 DEGREES 07 SECONDS 21 MINUTES WEST A DISTANCE OF 73.59 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 55 DEGREES 47 MINUTES 03 SECONDS WEST A DISTANCE OF 279.92 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 55 DEGREES 47 MINUTES 03 SECONDS WEST A DISTANCE OF 0.89 FEET TO A COMPUTED POINT ALONG THE EASTERN RIGHT OF WAY LINE OF NC HWY 751; THENCE WITH SAID RIGHT OF WAY LINE SOUTH 34 DEGREES 06 MINUTES 43 SECONDS EAST A DISTANCE OF 296.45 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 34 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 117.62 FEET TO A COMPUTED POINT; THENCE SOUTH 34 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 256.89 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 35 MINUTES 11 SECONDS EAST 249.29 FEET AND A RADIUS OF 6,270.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 34 MINUTES 29 SECONDS EAST 245.92 FEET AND A RADIUS OF 6,670.00 FEET TO A COMPUTED POINT; THENCE SOUTH 38 DEGREES 43 MINUTES 21 SECONDS EAST A DISTANCE OF 157.84 FEET TO A COMPUTED POINT; THENCE SOUTH 71 DEGREES 52 MINUTES 46 SECONDS EAST A DISTANCE OF 161.00 FEET TO A COMPUTED POINT ALONG THE NORTHERN RIGHT OF WAY LINE OF US HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY SOUTH 82 DEGREES 35 MINUTES 51 SECONDS WEST 259.30 FEET TO A 5/8" INCH REBAR SET; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 22 MINUTES 04 SECONDS WEST 761.55 FEET TO A COMPUTED POINT; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH LINES IN THE MAGNIN MARY ELIZABETH GEEK PROPERTY (DB: 1764, PG: 3) NORTH 00 DEGREES 36 MINUTES 55 SECONDS EAST A DISTANCE OF 174.32 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 69 DEGREES 07 MINUTES 03 SECONDS WEST A DISTANCE OF 480.86 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 04 DEGREES 09 MINUTES 52 SECONDS EAST A DISTANCE OF 90.02 FEET TO A NC DOT RIGHT OF WAY

DISK FOUND ALONG THE NORTHERN RIGHT OF WAY OF US HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY SOUTH 78 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 360.29 FEET TO A COMPUTED POINT; THENCE SOUTH 78 DEGREES 36 MINUTES 47 SECONDS WEST A DISTANCE OF 60.00 FEET TO A COMPUTED POINT; THENCE SOUTH 78 DEGREES 35 MINUTES 10 SECONDS WEST A DISTANCE OF 266.38 FEET TO A 1/2" RIGHT OF WAY CAP SET; THENCE SOUTH 79 DEGREES 30 MINUTES 47 SECONDS WEST A DISTANCE OF 60.31 FEET TO 1" IRON REBAR WITH CAP FOUND; THENCE SOUTH 78 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE OF 119.69 FEET TO A 3/4" IRON REBAR WITH CAP FOUND; THENCE SOUTH 78 DEGREES 35 MINUTES 55 SECONDS WEST A DISTANCE OF 107.94 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 78 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 86.62 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE SOUTH 78 DEGREES 39 MINUTES 54 SECONDS WEST A DISTANCE OF 141.75 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH EASTERN LINES IN THE ARLEX PROPERTIES, LLC PROPERTY (DB:2069, PG: 168) NORTH 15 DEGREES 18 MINUTES 52 SECONDS WEST A DISTANCE OF 487.93 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE SOUTH 89 DEGREES 09 MINUTES 04 SECONDS WEST A DISTANCE OF 197.08 FEET TO A 1/2" IRON PIPE WITH CAP FOUND ON AN EASTERN CORNER OF THE KUNAL ENTERPRISES, LLC PROPERTY (DB: 1124, PG:371); THENCE WITH EASTERN LINES IN SAID PROPERTY NORTH 29 DEGREES 21 MINUTES 59 SECONDS WEST A DISTANCE OF 68.12 FEET TO AN AXLE FOUND; THENCE NORTH 02 DEGREES 02 MINUTES 09 MINUTES EAST A DISTANCE OF 445.87 FEET TO AN AXLE FOUND; THENCE WITH AN EASTERN LINE IN THE POE INEZ M. & JERRY C. TRUSTEE DEWEY C. POE TRUST (DB 755 PG 518) NORTH 00 DEGREES 06 MINUTES 26 SECONDS EAST A DISTANCE OF 1,087.05 FEET TO A 1/2" IRON PIPE WITH A CAP FOUND; THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS EAST A DISTANCE OF 420.69 FEET TO A BROKEN CONCRETE MONUMENT WITH EXPOSED REBAR; THENCE LEAVING SAID PROERTY AND WITH A SOUTHERN LINE IN THE UNITED STATES OF AMERICA PROPERTY NORTH 87 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF 635.18 FEET TO A US ARMY CORPS OF ENGINEERS CONCRETE MONUMENT WITH A DISK FOUND; THENCE WITH A SOUTHERN LINE IN THE JAIME UPCHURCH PROPERTY (DB 2012 PG 289) NORTH 60 DEGREES 37 MINUTES 52 SECONDS EAST A DISTANCE OF 43.17 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE NORTH 60 DEGREES 36 MINUTES 10 SECONDS EAST A DISTANCE OF 573.18 FEET TO A 1" IRON PIPE FOUND; THENCE NORTH 60 DEGREES 35 MINUTES 55 SECONDS EAST A DISTANCE OF 54.03 FEET TO A 1" IRON PIPE FOUND ALONG THE WESTERN RIGHT OF WAY OF NC HIGHWAY 751; THENCE WITH SAID RIGHT OF WAY A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 16 MINUTES 48 SECONDS WEST 58.78 FEET AND A RADIUS OF 12,030.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES 24 MINUTES 12 SECONDS WEST 253.63 FEET AND A RADIUS OF 10,336.27 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 08 SECONDS WEST 165.36 FEET AND A RADIUS OF 18,782.40 FEET TO A COMPUTED POINT; THENCE LEAVING SAID RIGHT OF WAY AND WITH EASTERN LINES IN THE PIERPONT WILLIAM R. ETUX AND BARBARA E. PEIRPONT PROPERTY (DB:1915 PG:1170) SOUTH 77 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 72.57 FEET TO A 1/4" IRON ROD FOUND; THENCE NORTH 25 DEGREES 54 MINUTES 27 SECONDS WEST A DISTANCE OF 442.50 FEET TO A 1" AXLE FOUND; THENCE ALONG A SOUTHERN LINE IN THE ROBERTO CRESCENCIO PROPERTY (DB: 1629, PG:303), SOUTH 89 DEGREES 48 MINUTES 19

SECONDS EAST A DISTANCE OF 65.13 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 89 DEGREES 48 MINUTES 19 SECONDS EAST A DISTANCE OF 66.65 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 89 DEGREES 49 MINUTES 09 SECONDS EAST A DISTANCE OF 542.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE ALONG AN SOUTHERN LINE IN THE TIMOTHY SEAGROVES PROPERTY (DB 711, PG 749) SOUTH 89 DEGREES 47 MINUTES 11 SECONDS EAST A DISTANCE OF 406.30 TO A 1.25" GUN BARREL; THENCE SOUTH 89 DEGREES 06 MINUTES 54 SECONDS EAST A DISTANCE OF 485.11 FEET TO A 1.25" IRON PIPE FOUND; THENCE WITH THE US GOVERNMENT PROPERTY NORTH 89 DEGREES 57 MINUTES 13 SECONDS EAST A DISTANCE OF 352.30 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 14.94 FEET TO A REBAR WITH A CAP; THENCE SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 30.00 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 52 MINUTES 26 SECONDS WEST A DISTANCE OF 96.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE WITH A WESTERN LINE IN THE MILLS CHATHAM INVESTMENT PROPERTIES LLC PROPERTY (DB 2294 PG 400) SOUTH 01 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 171.91 FEET TO A 1/2" IRON PIPE WITH A WHITE CAP AND TACK FOUND; THENCE SOUTH 00 DEGREES 42 MINUTES 32 SECONDS WEST A DISTANCE OF 280.64 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 318.70 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 979.44 FEET TO A 1" IRON PIPE FOUND, SAID IRON PIPE BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 7,513,572 SQUARE FEET OR 172.48 ACRES, MORE OR LESS.

ANNEXATION AREA 2
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LAND DEPICTED IN DEED BOOK 2330 PAGE 738. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY AND WAKE REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY DISK FOUND ALONG THE SOUTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY, SAID DISK HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:724,599.73', E:2,014,861.45' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING IN A CLOCKWISE DIRECTION AND WITH THE RIGHT OF WAY OF US 64 HIGHWAY NORTH 82 DEGREES 54 MINUTES 23 SECONDS EAST A DISTANCE OF 160.19 FEET TO A 5/8" REBAR SET; THENCE NORTH 82 DEGREES 53 MINUTES 07 SECONDS EAST A DISTANCE OF 625.77 FEET TO A 5/8" REBAR FOUND; THENCE NORTH 83 DEGREES 08 MINUTES 25 SECONDS EAST A DISTANCE OF 85.45 FEET TO A COMPUTED POINT ALONG THE WAKE COUNTY/CHATHAM COUNTY LINE; THENCE NORTH 81 DEGREES 57 MINUTES 11 SECONDS EAST A DISTANCE OF 96.16 FEET TO A COMPUTED POINT ALONG THE EASTERN RIGHT

OF WAY OF NEW OLIVE CHAPEL HILL ROAD; THENCE WITH SAID RIGHT OF WAY SOUTH 52 DEGREES 02 MINUTES 38 SECONDS WEST A DISTANCE OF 105.61 FEET TO A COMPUTED POINT; THENCE SOUTH 15 DEGREES 59 MINUTES 17 SECONDS WEST A DISTANCE OF 1,304.57 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 11 DEGREE 39 MINUTES 03 SECONDS WEST 194.08 FEET AND A RADIUS OF 1,031.04 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 02 MINUTES 53 SECONDS WEST 123.25 FEET AND A RADIUS OF 1,434.58 FEET TO A COMPUTED POINT; THENCE NORTH 86 DEGREES 24 MINUTES 50 SECONDS WEST A DISTANCE OF 60.00 FEET TO A COMPUTED POINT ALONG THE WAKE COUNTY/CHATHAM COUNTY LINE; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 06 DEGREES 02 MINUTES 53 SECONDS EAST 128.40 FEET AND A RADIUS OF 1,494.58 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF NEW HILL ROAD; THENCE SOUTH 15 DEGREES 55 MINUTES 22 SECONDS WEST A DISTANCE OF 878.54 FEET TO A 2” IRON PIPE FOUND; THENCE NORTH 84 DEGREES 48 MINUTES 37 SECONDS WEST A DISTANCE OF 1,121.89 FEET TO A 3/4” IRON PIPE FOUND; THENCE WITH AN EASTERN LINE IN THE APEX STORAGE PARTNERS LLC PROPERTY (DB:712, PG:945) NORTH 00 DEGREES 36 MINUTES 17 SECONDS EAST A DISTANCE OF 1,985.81 FEET TO A COMPUTED POINT ALONG THE SOUTHERN RIGHT OF WAY OF US HIGHWAY 64; THENCE WITH SAID RIGHT OF WAY WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 06 MINUTES 11 SECONDS EAST 714.43 FEET AND A RADIUS OF 11,459.16 FEET TO A COMPUTED POINT; THENCE NORTH 82 DEGREES 54 MINUTES 12 SECONDS EAST 214.33 FEET TO A RIGHT OF WAY DISK FOUND SAID DISK BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,176,117 SQUARE FEET OR 72.91 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: _____

James L. Givens is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 527 NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

James L Givens — 14 October 2022

Type or print name — Date

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, James L. Givens (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 527 NC HWY 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 06/05/1998, and recorded in the Wake County Register of Deeds Office on 07/08/1998, in Book 0757 Page 0592.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 06/05/1998, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 06/05/1998, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 14 day of October, 2022.

James L Givens (seal)

James L Givens

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF NC

I, the undersigned, a Notary Public in and for the County of AVERY, hereby certify that JAMES GIVENS, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC DRIVERS LICENSE, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

David P. Bixby
Notary Public
Avery County
North Carolina
My Commission Expires 9/13/2027

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 9/13/2027

GIVENS PARCEL
TRACT 1 (TITLE COMMITMENT 22-09308CH)
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, AND BEING THE LAND CONVEYED TO JAMES L. GIVENS BY DEED RECORDED IN BOOK OF DEEDS 757 PAGE 592, DESCRIBED AS TRACK 1 IN PB A PG 270 (ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 726429.26 E: 2013696.48), THENCE FROM THE POINT OF COMMENCING N33°21'41"W A DISTANCE OF 893.49' TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 1" IRON PIPE FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 727175.52 EASTING: 2013205.13).

THENCE FROM THE POINT OF BEGINNING AND RUNNING IN A CLOCKWISE DIRECTION N60°35'55"E A DISTANCE OF 29.81' TO A CALCULATED POINT IN THE CENTER OF NC-751 (60 FOOT RIGHT OF WAY); THENCE WITH THE CENTERLINE OF NC-751 ROAD, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 12000.27 FEET, A CHORD BEARING OF S26°53'18"E AND A CHORD LENGTH OF 199.32 FEET TO A CALCULATED POINT; THENCE LEAVING THE CENTERLINE OF NC-751, S60°28'06"W A DISTANCE OF 28.99 FEET TO AN IRON PIPE FOUND; THENCE S60°28'06"W A DISTANCE OF 619.45 FEET TO AN IRON PIPE FOUND; THENCE N29°25'20"W A DISTANCE OF 200.65 FEET TO AN IRON PIPE FOUND; THENCE N60°36'10"E 573.18 FEET TO AN IRON PIPE FOUND; THENCE N60°35'55"E A DISTANCE OF 54.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 130,244 SQUARE FEET OR 2.99 ACRES, MORE OR LESS.

AREA WITHIN NC-751 RIGHT OF ROW, 5980 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

GIVENS PARCEL
TRACT 2 (TITLE COMMITMENT 22-09308CH)
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, AND BEING THE SAME LAND CONVEYED TO JAMES L. GIVENS BY DEED RECORDED IN BOOK OF DEEDS 757 PAGE 592, DESCRIBED AS TRACK 2 IN PB A PG 270 (ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 726429.26 E: 2013696.48), THENCE FROM THE POINT OF COMMENCING N35°53'06"W A DISTANCE OF 635.98' TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 1/2" IRON PIPE FOUND WITH CAP (BENT) (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 726944.53 EASTING: 2013323.69).

THENCE FROM THE POINT OF BEGINNING AND RUNNING IN A CLOCKWISE DIRECTION S60°29'09"W A DISTANCE OF 1069.36 FEET TO A REBAR FOUND; THENCE S87°54'28"W A DISTANCE OF 410.09' TO AN IRON PIPE FOUND; THENCE N00°23'00"E A DISTANCE OF 420.69 FEET TO A CONCRETE MONUMENT FOUND; THENCE N87°55'54"E A DISTANCE OF 635.18 FEET TO A CONCRETE MONUMENT FOUND; THENCE N60°37'52"E A DISTANCE OF 43.17 FEET TO AN IRON PIPE FOUND; THENCE S29°25'20"E A DISTANCE OF 200.65 FEET TO AN IRON PIPE FOUND; THENCE N60°28'06"E A DISTANCE OF 619.45 FEET TO AN IRON PIPE FOUND; THENCE N60°28'06"E A DISTANCE OF 28.99 FEET TO A CALCULATED POINT IN THE CENTER OF NC-751 (60 FOOT RIGHT OF WAY); THENCE WITH THE CENTERLINE OF NC-751 ROAD, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 12000.00 FEET, A CHORD BEARING OF S27°30'29"E AND A CHORD LENGTH OF 60.28 FEET TO A CALCULATED POINT; THENCE LEAVING THE CENTERLINE OF NC-751 ROAD, S60°28'54"W A DISTANCE OF 29.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 453,459 SQUARE FEET OR 10.41 ACRES, MORE OR LESS.

AREA WITHIN NC-751 RIGHT OF ROW, 1808 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

Mills Chatham Investment Properties, LLC is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 13406 US 64 E

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

_____ _____ _____

Type or print name Date

M. HAGER ZALD 10/21/22

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Mills Chatham Investment Properties, LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 13406 US 64 E and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/14/2022, and recorded in the Wake County Register of Deeds Office on 10/14/2022, in Book 2330 Page 0745.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/14/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/14/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 21ST day of OCTOBER, 2022.

M. Hager Rand (seal)

M. HAGER RAND

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Vance

I, the undersigned, a Notary Public in and for the County of Vance, hereby certify that M. Hager Rand, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's M. Hager Rand, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

TAMMY A. SANFORD NOTARY PUBLIC [NOTARY SEAL] VANCE COUNTY, NC

Tammy A. Sanford

Notary Public
State of North Carolina
My Commission Expires: 4-18-23

EXHIBIT A

LOT 1

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT LOT 1 DEPICTED IN DEED BOOK 1977 PAGE 0725. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH REBAR MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724864.40' E: 2014802.13'), THENCE FROM SAID POINT COMMENCING SOUTH 77 DEGREES 40 MINUTES 11 SECONDS WEST A DISTANCE OF 67.33 FEET TO A RIGHT OF WAY DISK, SAID POINT HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724850.02' E: 2014736.35' AND BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 29 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 79.03 FEET TO A 5/8" REBAR WITH CAP SET;

THENCE SOUTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11,840.67 FEET, A CENTRAL ANGLE OF 03 DEGREES 41 MINUTES 13 SECONDS AND A CHORD THAT BEARS SOUTH 81 DEGREES 22 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 761.55 FEET TO A CALCULATED POINT;

THENCE NORTH 00 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 174.44 FEET TO A FOUND 5/8 INCH REBAR;

THENCE NORTH 00 DEGREES 35 MINUTES 50 SECONDS EAST, A DISTANCE OF 1,092.79 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP;

THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS EAST, A DISTANCE OF 52.71 FEET TO A CALCULATED POINT IN NC HIGHWAY 751;

THENCE ALONG THE CENTER OF NC HIGHWAY 751 THE FOLLOWING BEARINGS AND DISTANCES;

SOUTH 34 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 687.19 FEET TO A CALCULATED POINT;

SOUTH 34 DEGREES 32 MINUTES 27 SECONDS EAST, A DISTANCE OF 202.20 FEET TO A CALCULATED POINT;

SOUTH 36 DEGREES 43 MINUTES 39 SECONDS EAST, A DISTANCE OF 169.90 FEET TO A CALCULATED POINT;

SOUTH 38 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 331.72 FEET TO A CALCULATED POINT;

THENCE LEAVING NC HIGHWAY 751 SOUTH 77 DEGREES 40 MINUTES 11 SECONDS WEST, A DISTANCE OF 33.66 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 546,013 SQ. FT. OF LAND OR 12.53 ACRES, MORE OR LESS.

LOT 2

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT LOT 1 DEPICTED IN DEED BOOK 1977 PAGE 0725. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH REBAR MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724864.40' E: 2014802.13'), THENCE FROM SAID POINT COMMENCING SOUTH 12 DEGREES 37 MINUTES 56 SECONDS EAST A DISTANCE OF 271.24 FEET TO A RIGHT OF WAY DISK, SAID POINT HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724,599.73 E: 2,014,861.45 AND BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 67 DEGREES 21 MINUTES 28 SECONDS EAST, A DISTANCE OF 67.03 FEET TO A RIGHT OF WAY DISK;

THENCE NORTH 89 DEGREES 11 MINUTES 53 SECONDS EAST, A DISTANCE OF 33.08 FEET TO A CALCULATED POINT BEING ON NEW HILL ROAD;

THENCE ALONG NEW HILL ROAD SOUTH 16 DEGREES 27 MINUTES 27 SECONDS EAST, A DISTANCE OF 721.12 FEET TO A CALCULATED POINT;

THENCE SOUTH 16 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 380.63 FEET TO A CALCULATED POINT;

THENCE SOUTHEASTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,140.03 FEET, A CENTRAL ANGLE OF 12 DEGREES 57 MINUTES 26 SECONDS AND A CHORD THAT BEARS SOUTH 09 DEGREES 45 MINUTES 10 SECONDS EAST, A CHORD DISTANCE OF 257.26 FEET TO A CALCULATED POINT IN NEW HILL ROAD AND NEW HILL OLIVE CHAPEL ROAD;

THENCE WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,140.03 FEET, A CENTRAL ANGLE OF 00 DEGREES 43 MINUTES 25 SECONDS AND A CHORD THAT BEARS SOUTH 02 DEGREES 54 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 14.40 FEET TO A CALCULATED POINT IN NEW HILL ROAD AND NEW HILL OLIVE CHAPEL ROAD;

THENCE WITH THE COUNTY LINE BETWEEN WAKE AND CHATHAM COUNTY (BM 1961 PG 68) SOUTH 15 DEGREES 53 MINUTES 07 SECONDS WEST A DISTANCE OF 162.92 FEET TO A CALCULATED POINT IN THE WETERN SIDE OF NEW HILL OLIVE CHAPEL ROAD RIGHT OF WAY;

THENCE LEAVING THE COUNTY LINE AND WITH THE WESTERN RIGHT OF WAY SIDE OF NEW HILL OLIVE CHAPEL ROAD NORTH 6 DEGREES 02 MINUTES 53 SECONDS EAST A DISTANCE OF 128.40 FEET TO A 5/8 INCH REBAR WITH CAP SET,

THENCE LEAVING THE WESTERN SIDE OF NEW HILL CHAPEL ROAD RIGHT OF WAY SOUTH 15 DEGREES 55 MINUTES 22 SECONDS WEST, A DISTANCE OF 878.54 FEET TO A 2 INCH IRON PIPE FOUND;

THENCE NORTH 84 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,121.89 FEET TO A 3/4 INCH IRON PIPE FOUND;

THENCE NORTH 00 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 1,985.81 FEET TO A CALCULATED POINT;

THENCE NORTHEASTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.16 FEET, A CENTRAL ANGLE OF 03 DEGREES 34 MINUTES 23 SECONDS AND A CHORD THAT BEARS NORTH 81 DEGREES 06 MINUTES 11 SECONDS EAST, A CHORD DISTANCE OF 714.43 FEET TO A CALCULATED POINT;

THENCE NORTH 82 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 214.33 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 2,599,783 SQ. FT. OF LAND OR 59.68 ACRES, MORE OR LESS.

LOT 3

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT LOT 1 DEPICTED IN DEED BOOK 1977 PAGE 0725. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH REBAR MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724864.40' E: 2014802.13'), THENCE FROM SAID POINT COMMENCING SOUTH 32 DEGREES 54 MINUTES 03 SECONDS EAST A DISTANCE OF 344.87 FEET TO A RIGHT OF WAY DISK, SAID POINT HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724574.85' E: 2014989.45' AND BEING THE TRUE POINT OF BEGINNING.

THENCE NORTH 34 DEGREES 43 MINUTES 39 SECONDS EAST, A DISTANCE OF 54.34 FEET TO A CALCULATED POINT;

THENCE NORTH 82 DEGREES 53 MINUTES 07 SECONDS EAST, A DISTANCE OF 625.77 FEET TO FOUND 5/8 INCH REBAR;

THENCE NORTH 83 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 85.45 FEET TO A CALCULATED POINT IN NEW HILL OLIVE CHAPEL ROAD AND ON THE CHATHAM COUNTY AND WAKE COUNTY LINE;

THENCE WITH SAID ROAD SOUTH 15 DEGREES 53 MINUTES 07 SECONDS WEST, A DISTANCE OF 1,515.68 FEET TO A CALCULATED POINT IN NEW HILL ROAD AND NEW HILL OLIVE CHAPEL ROAD;

THENCE NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,140.03 FEET, A CENTRAL ANGLE OF 00 DEGREES 43 MINUTES 25 SECONDS AND A CHORD THAT BEARS NORTH 02 DEGREES 54 MINUTES 44 SECONDS WEST, A CHORD DISTANCE OF 14.40 FEET TO A CALCULATED POINT;

THENCE NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,140.03 FEET, A CENTRAL ANGLE OF 12 DEGREES 57 MINUTES 26 SECONDS AND A CHORD THAT BEARS NORTH 09 DEGREES 45 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 257.26 FEET TO A CALCULATED POINT;

THENCE NORTH 16 DEGREES 13 MINUTES 30 SECONDS WEST A DISTANCE OF 380.63 FEET TO A CALCULATED POINT;

THENCE ALONG NEW HILL ROAD NORTH 16 DEGREES 27 MINUTES 27 SECONDS WEST, A DISTANCE OF 721.12 FEET TO A CALCULATED POINT;

THENCE NORTH 89 DEGREES 11 MINUTES 53 SECONDS EAST, A DISTANCE OF 33.08 FEET TO THE POINT OF BEGINNING

CONTAINING 525,846 SQ. FT. OF LAND OR 12.07 ACRES, MORE OR LESS.

TOTAL ACREAGE OF LOT 1, LOT 2, AND LOT 3 TOTALING 84.28 ACRES OF LAND MORE OR LESS.

.41 ACRES BETWEEN LOT 2 (DB: 1977, PG: 725), VICKIE RIGGSBEE GOODWIN (DB 14684, PG: 704), AND SUSAN W. YATES (DB:18856, PG: 2143)

.

BEGINNING AT A 5/8" REBAR SET ON THE WESTERN SIDE OF NEW HILL OLIVE CHAPEL ROAD RIGHT OF WAY; THENCE WITH THE WESTERN SIDE OF SAID RIGHT OF WAY A CURVE TO THE LEFT THAT BEARS SOUTH 06 DEGREES 02 MINUTES 53 SECONDS WEST HAVING A CHORD DISTANCE OF 128.40 FEET AND A RADIUS OF 1,494.58 FEET; THENCE LEAVING SAID RIGHT OF WAY AND WITH THE CHATHAM-WAKE COUNTY LINE (LINE F ON BM 1961 PG 68) SOUTH 15 DEGREES 53 MINUTES 07 SECONDS WEST A DISTANCE OF 747.78 FEET TO A CALCULATED POINT; THENCE LEAVING SAID COUNTY LINE NORTH 84 DEGREES 48 MINUTES 37 SECONDS WEST A DISTANCE OF 22.91 FEET TO A 2" IRON PIPE FOUND; THENCE NORTH 15 DEGREES 55 MINUTES 22 SECONDS EAST A DISTANCE OF 878.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,792 SQ. FT. OR 0.41 ACRES MORE OR LESS

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

BIN - AG LLC is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 450 NC HWY 751

The agent for this project is: Beacon Development Company

☒ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

_____

_____ 10/5/2022

Type or print name Date

_____

_____ _____

Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, BIN - AG LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 450 NC Hwy 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 5/3/2022, and recorded in the Wake County Register of Deeds Office on 5/4/2022, in Book 2301 Page 0443.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 5/3/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 5/3/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October, 2022.

_____ (seal)

JON L. MORRIS

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public in and for the County of MECKLENBURG hereby certify that JON L. MORRIS, ~~Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____~~, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

_____
Notary Public
State of North Carolina
My Commission Expires: SEPTEMBER 23, 2023

[NOTARY SEAL]

MEREDITH E SWANZY
Notary Public
Mecklenburg
County
NORTH CAROLINA

Application #: 22CZ26 Submittal Date:

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF
NEW HOPE, AND BEING ALL THE LAND CONVEYED TO WILLIAM J. AULICINO, JR AND WIFE, BARBARA J. AULICINO BY DEED RECORDED IN BOOK 797 PAGE 728, AND DESCRIBED IN PLAT BOOK 11 PG 9 (TITLED “SUBDIVISION OF MARION C. PENNY LAND”) AS TRACT B-1, BEING BOUNDED ON THE NORTH BY LOT 1 AND LOT 2 (PB 2014 PG 0320), ON THE SOUTH BY THE LONG TRACT (PB 92 PG 43), ON WEST BY NC 751 (60 FOOT RIGHT OF WAY) AND ON THE EAST BY TRACT 1 (DB 2294 PG 400), (ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE, SAID 1/2 INCH IRON PIPE BEING NORTH 31 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 1,500.86 FEET FROM AN EXISTING NGS MONUMENT STAMPED “FIN” (1984), THE POINT OF COMMENCING (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 725147.82' EASTING: 2014478.05'), SAID 1/2 IRON PIPE BEING THE TRUE POINT OF BEGINNING (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 726429.10 EASTING: 2013696.46).

THENCE RUNNING IN A CLOCKWISE DIRECTION SOUTH 55 DEGREES 54 MINUTES 54 SECONDS WEST A DISTANCE OF 30.04 FEET TO A CALCULATED POINT IN THE CENTER OF NC-751 (60 FOOT RIGHT OF WAY); THENCE WITH THE CENTERLINE OF NC-751 ROAD, A CURVE TO THE RIGHT HAVING A RADIUS OF 6,853.72 FEET A CHORD BEARING OF NORTH 32 DEGREES 13 MINUTES 17 SECONDS WEST AND A CHORD LENGTH OF 263.11 FEET TO A CALCULATED POINT; THENCE LEAVING THE CENTERLINE OF NC 751, NORTH 55 DEGREES 57 MINUTES 16 SECONDS EAST A DISTANCE OF 30.04 FEET TO A 5/8" REBAR WITH CAP SET ON THE NORTHEAST SIDE OF NC 751 60 FOOT RIGHT OF WAY; THENCE WITH THE SOUTH PROPERTY LINE OF BRENT DROEGE MICHAEL PARCEL, (DESCRIBED AS LOT 1 AND LOT 2 IN PB 2014 PG 320) NORTH 55 DEGREES 57 MINUTES 16 SECONDS EAST A DISTANCE OF 515.75 FEET TO AN EXISTING 1/2 INCH IRON PIPE; THENCE WITH THE SOUTH LINE OF LOT 2 NORTH 55 DEGREES 59 MINUTES 27 SECONDS EAST A DISTANCE OF 239.18 FEET TO AN EXISTING 1/2” IRON PIPE; THENCE WITH THE SOUTH PROPERTY LINE OF LOT 1 NORTH 55 DEGREES 58 MINUTES 49 SECONDS EAST A DISTANCE OF 540.56 FEET TO AN EXISTING 1/2” IRON PIPE WITH YELLOW CAP AND TACK; THENCE LEAVING THE SOUTH PROPERTY LINE OF LOT 1 AND WITH THE EAST PROPERTY LINE OF TRACT 1 (DB 2294 PG 400) SOUTH 0 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 318.70 TO AN EXISTING 1/2 IRON PIPE; THENCE LEAVING TRACT 1 AND WITH THE NORTH PROPERTY LINE OF LONG TRACT (PB 92 PG 43) SOUTH 55 DEGREES 54 MINUTES 54 SECONDS WEST A DISTANCE OF 1,122.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 317,453 SQUARE FEET OR 7.47 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

BIN - AG2 LLC is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 13406 US 64 E

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Road, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

JON L. MORRIS — Type or print name — 10/26/2022 — Date

_____ — Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, BIN - AG2 LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 13406 US 64 E and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/14/2022, and recorded in the Wake County Register of Deeds Office on 10/17/2022, in Book 2330 Page 0938.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/14/2022, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/14/2022, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26th day of October, 2022.

_____ (seal)

JON L. MORRIS

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public in and for the County of MECKLENBURG, hereby certify that JON L. MORRIS, ~~Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____~~, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

_____
Notary Public
State of North Carolina
My Commission Expires: SEPTEMBER 23, 2023

[NOTARY SEAL]

MEREDITH E SWANZY
Notary Public
Mecklenburg
County
NORTH CAROLINA

Exhibit A

LOT 1

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT LOT 1 DEPICTED IN DEED BOOK 1977 PAGE 0725. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8 INCH REBAR MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724864.40' E: 2014802.13'), THENCE FROM SAID POINT COMMENCING SOUTH 77 DEGREES 40 MINUTES 11 SECONDS WEST A DISTANCE OF 67.33 FEET TO A RIGHT OF WAY DISK, SAID POINT HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724850.02' E: 2014736.35' AND BEING THE TRUE POINT OF BEGINNING.
THENCE SOUTH 29 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 79.03 FEET TO A 5/8" REBAR WITH CAP SET;
THENCE SOUTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11,840.67 FEET, A CENTRAL ANGLE OF 03 DEGREES 41 MINUTES 13 SECONDS AND A CHORD THAT BEARS SOUTH 81 DEGREES 22 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 761.55 FEET TO A CALCULATED POINT;
THENCE NORTH 00 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 174.44 FEET TO A FOUND 5/8 INCH REBAR;
THENCE NORTH 00 DEGREES 35 MINUTES 50 SECONDS EAST, A DISTANCE OF 1,092.79 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP;
THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS EAST, A DISTANCE OF 52.71 FEET TO A CALCULATED POINT IN NC HIGHWAY 751;
THENCE ALONG THE CENTER OF NC HIGHWAY 751 THE FOLLOWING BEARINGS AND DISTANCES;
SOUTH 34 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 687.19 FEET TO A CALCULATED POINT;
SOUTH 34 DEGREES 32 MINUTES 27 SECONDS EAST, A DISTANCE OF 202.20 FEET TO A CALCULATED POINT;
SOUTH 36 DEGREES 43 MINUTES 39 SECONDS EAST, A DISTANCE OF 169.90 FEET TO A CALCULATED POINT;
SOUTH 38 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 331.72 FEET TO A CALCULATED POINT;
THENCE LEAVING NC HIGHWAY 751 SOUTH 77 DEGREES 40 MINUTES 11 SECONDS WEST, A DISTANCE OF 33.66 FEET TO THE TRUE POINT OF BEGINNING;
CONTAINING 546,013 SQ. FT. OF LAND OR 12.53 ACRES, MORE OR LESS

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date:

Droege Investments LLC is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 610 NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Droege Investments llc by Brant Droege

Droege Investments llc by Brant Droege — Type or print name — 10/5/2022 Date

Type or print name — Date

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Dr oe gin vetsne rts LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 610 NC HWY 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 04/16/2021, and recorded in the Wake County Register of Deeds Office on 04/20/2021, in Book 2207 Page 0426.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 04/16/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 04/16/2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October, 2022.

Droege Investments LLC by Brent Droege (seal)

Droege Investments llc by Brent Droege
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Brent Droege, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

ALEJANDRA RODRIGUEZ MARTINEZ
Notary Public
Durham County, NC

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: December 07, 2022

AFFIDAVIT OF OWNERSHIP EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ26 Submittal Date:

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT C DESCRIBED IN DEED BOOK 2207 PAGE 426 AND DESCRIBED AS TRACT D, BEING BOUND IN THE NORTH BY MCLAIN PHILIP MICHAEL (DB: 1395, PG 247); BOUND ON THE EAST SIDE BY US GOVERNMENT (DB: NA PG: NA); BOUND TO THE SOUTH BY TRACT C OF DRODGE INVESTMENTS LLC (DB: 1949 PG: 612); BOUND TO THE WEST SIDE BY US GOVERNMENT (DB: NA PG: NA) AND PIERPONT WILLIAM R ETUX BARBARA E PIERPONT (DB: 1915 PG: 1170); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2 INCH IRON PIPE MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 727,829.13' E: 2,014,636.47'), THENCE FROM SAID POINT COMMENCING NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST A DISTANCE OF 96.50 FEET TO A 1 INCH IRON PIPE FOUND, SAID FOUND IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 727,925.62 ' E: 2,014,637.94' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, ALONG THE PROPERTY LINE OF MCLAIN PHILIP MICHAEL (DB: 1395, PG 247), SOUTH 66 DEGREES 25 MINUTES 40 SECONDS WEST A DISTANCE OF 1559.85 FEET TO A 1/4 IRON REBAR FOUND, THENCE SOUTH 66 DEGREES 25 MINUTES 40 SECONDS WEST A DISTANCE OF 29.52 FEET TO A CALCULATED POINT, THENCE NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10,366.27 FEET, A CENTRAL ANGLE OF 01°06'23" AND A CHORD THAT BEARS NORTH 27 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 200.19 FEET TO A CALCULATED POINT, THENCE NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 18,752.40 FEET, A CENTRAL ANGLE OF 00°28'48" AND A CHORD THAT BEARS NORTH 28 DEGREES 14 MINUTES 53 SECONDS WEST A DISTANCE OF 157.13 FEET TO A CALCULATED POINT, THENCE NORTH 77 DEGREES 02 MINUTES 02 SECONDS EAST A DISTANCE OF 30.53 FEET TO A 1/4” IRON REBAR FOUND, THENCE NORTH 77 DEGREES 51 MINUTES 31 SECONDS EAST A DISTANCE OF 1630.04 FEET TO A SET 5/8" REBAR WITH CAP, THENCE SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 30.00 FEET TO A 1” IRON PIPE FOUND BEING THE TRUE POINT OF BEGINNING.

CONTAINING 307,698 SQUARE FEET OR 7.06 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date:

Droege Investments LLC is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 546 NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Droege Investments llc by Brent Droege

Droege Investments llc by Brent Droege

Type or print name

10/5/2022

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Droege Investments LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 546 NC Hwy 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 09/29/2017, and recorded in the Wake County Register of Deeds Office on 09/29/2017, in Book 1949 Page 612.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 09/29/2017, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 09/29/2017, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October, 2022.

Droege Investments llc by Brent Droege (seal)

Droege Investments llc by Brent Droege
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Brent Droege, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

ALEJANDRA RODRIGUEZ MARTINEZ
Notary Public
Durham County, NC
[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: December 07, 2022

TRACT 3

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT C DESCRIBED IN DEED BOOK 1949 PAGE 612 AND DESCRIBED AS TRACT C, BEING BOUND IN THE NORTH BY DRODGE INVESTMENTS, LLC (DB: 2207, PG 426); BOUND ON THE EAST SIDE BY MILLS CHATHAM INVESTMENT PROPERTIES, LLC (DB: 2294, PG 400) AND US GOVERNMENT (DB: NA PG: NA); BOUND TO THE SOUTH BY BRENT MICHAEL DROEGE (DB: 2148 PG: 1047); BOUND TO THE WEST BY THE CENTERLINE OF NC 751 (BOOK OF MAPS 2014 PAGE 0320); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 727970.55' E: 2014637.34', THENCE FROM SAID POINT COMMENCING SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 44.94 FEET TO A 1 INCH IRON PIPE FOUND, THENCE SOUTH 0 DEGREES 52 MINUTES 26 SECONDS WEST A DISTANCE OF 96.50 FEET TO A 1/2” IRON PIPE FOUND, THENCE SOUTH 1 DEGREE 03 MINUTES 08 SECONDS WEST 171.91 FEET TO A 1/2” IRON PIPE FOUND WITH WHITE CAP AND TACK, SAID FOUND IRON PIPE WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 727657.24' E: 2014633.31' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, ALONG THE PROPERTY LINE OF BRENT MICHAEL DROEGE (DB: 2148, PG 1047) SOUTH 55 DEGREES 53 MINUTES 25 SECONDS WEST A DISTANCE OF 939.91 FEET TO A 1/2 INCH IRON PIPE FOUND, THENCE SOUTH 70 DEGREES 55 MINUTES 12 SECONDS WEST A DISTANCE OF 503.27 FEET TO A 1 INCH IRON PIPE FOUND, THENCE SOUTH 70 DEGREES 24 MINUTES 53 SECONDS WEST A DISTANCE OF 30.35 FEET INTO THE 60 FOOT RIGHT OF WAY TO A CALCULATED POINT, THENCE ALONG THE CENTERLINE OF NC 751 NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12,000.00 FEET, A CENTRAL ANGLE OF 01°31'52" AND A CHORD THAT BEARS NORTH 26 DEGREES 54 MINUTES 17 SECONDS WEST A DISTANCE OF 320.69 FEET TO A CALCULATED POINT, THENCE NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10,366.27 FEET, A CENTRAL ANGLE OF 00°17'57" AND A CHORD THAT BEARS NORTH 26 DEGREES 50 MINUTES 57 SECONDS WEST, A CHORD DISTANCE OF 54.15 FEET TO A CALCULATED POINT, THENCE LEAVING THE NC 751 RIGHT OF WAY ALONG THE PROPERTY

LINE OF DRODGE INVESTMENTS LLC (DB: 2207 PG: 426) NORTH 65 DEGREES 53 MINUTES 09 SECONDS EAST A DISTANCE OF 29.51 FEET TO A FOUND 1/4 INCH REBAR, THENCE NORTH 66 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 1559.85 FEET TO A FOUND 1 INCH IRON PIPE FOUND, THENCE SOUTH ALONG THE PROPERTY LINES OF MILLS CHATHAM INVESTMENT PROPERTIES, LLC (DB: 2294, PG 400) AND US GOVERNMENT (DB: NA PG: NA), SOUTH 00 DEGREES 52 MINUTES 26 SECONDS WEST A DISTANCE OF 96.50 FEET TO A FOUND 1/2 INCH IRON PIPE, THENCE SOUTH 01 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 171.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 533,163 SQUARE FEET OR 12.24 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date:

Brent Michael Droege is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 482 NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Brent Michael Droege

Brent Michael Droege — Type or print name

10/5/2022 — Date

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Brent Michael Droege (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 482 NC Hwy 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 09/21/2020, and recorded in the Wake County Register of Deeds Office on 09/28/2020, in Book 2148 Page 1047.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 09/21/2020, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 09/21/2020, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October, 2022.

Brent Michael Droege (seal)

Brent Michael Droege
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Brent Droege, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

ALEJANDRA RODRIGUEZ MARTINEZ
Notary Public
Durham County, NC
[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: December 07, 2027

TRACT 1

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT LOT 1 DEPICTED IN BOOK OF MAPS 2014 PAGE 0320 AND DESCRIBED AS LOT 1 , BEING BOUND IN THE NORTH BY DRODGE INVESTMENTS, LLC (DB: 1949, PG 0612); BOUND ON THE EAST SIDE BY MILLS CHATHAM INVESTMENT PROPERTIES, LLC (DB: 2294, PG 400); BOUND TO THE SOUTH BY BIN – AG LLC (DB: 2301 PG: 443); BOUND TO THE WEST BY NC 751 (BOOK OF MAPS 2014 PAGE 0320); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 727970.55' E: 2014637.34', THENCE FROM SAID POINT COMMENCING SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 44.94 FEET TO A 1 INCH IRON PIPE FOUND, THENCE SOUTH 0 DEGREES 52 MINUTES 26 SECONDS WEST A DISTANCE OF 96.50 FEET TO A 1/2” IRON PIPE FOUND, THENCE SOUTH 1 DEGREE 03 MINUTES 08 SECONDS WEST 171.91 FEET TO A 1/2” IRON PIPE FOUND WITH WHITE CAP AND TACK, SAID FOUND IRON PIPE WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 727657.24' E: 2014633.31' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, ALONG THE PROPERTY LINE OF MILLS CHATHAM INVESTMENT PROPERTIES, LLC (DB: 2294, PG 400) SOUTH 00 DEGREES 42 MINUTES 32 SECONDS WEST A DISTANCE OF 280.64 FEET TO A 1/2” IRON PIPE FOUND, THENCE ALONG THE PROPERTY LINE OF BIN – AG LLC (DB: 2301 PG: 443) SOUTH 55 DEGREES 58 MINUTES 49 SECONDS WEST A DISTANCE OF 540.56 FEET TO A 1/2 INCH IRON PIPE FOUND, THENCE SOUTH 55 DEGREES 59 MINUTES 27 SECONDS WEST A DISTANCE OF 239.18 FEET TO A FOUND 1/2 INCH IRON PIPE, THENCE SOUTH 55 DEGREES 57 MINUTES 16 SECONDS WEST A DISTANCE OF 515.74 FEET TO A FOUND 5/8 INCH IRON REBAR ON THE EASTERN SIDE OF NC 751 60 FOOT RIGHT OF WAY, THENCE NORTH ALONG NC 751 EASTERN 60 FOOT RIGHT OF WAY, NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 6,378.08 FEET, A CENTRAL ANGLE OF 00°39'22" AND A CHORD THAT BEARS NORTH 30 DEGREES 48 MINUTES 44 SECONDS WEST A DISTANCE OF 73.04 FEET TO A CALCULATED POINT, THENCE NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3,970.00 FEET, A CENTRAL ANGLE OF 02°07'44" AND A CHORD THAT BEARS NORTH 29 DEGREES 57 MINUTES 16 SECONDS WEST A DISTANCE OF 147.50 FEET TO A CALCULATED POINT, THENCE NORTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10,752.26 FEET, A CENTRAL ANGLE OF 00°44'42" AND A CHORD THAT

BEARS NORTH 28 DEGREES 00 MINUTES 24 SECONDS WEST A DISTANCE OF 139.81 FEET TO A FOUND 1 INCH IRON PIPE, THENCE LEAVING THE EASTERN SIDE OF NC 751 60 FOOT RIGHT OF WAY WITH DRODGE INVESTMENTS, LLC (DB: 1949, PG 0612) NORTH 70 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 503.27 FEET TO A FOUND 1/2 INCH IRON PIPE, THENCE NORTH 55 DEGREES 53 MINUTES 25 SECONDS EAST A DISTANCE OF 939.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 346,676 SQUARE FEET OR 7.96 ACRES, MORE OR LESS.

LESS AND EXCEPT LOT 2 CONTAINING 1.00 ACRES. LEAVING THE FINAL ACREAGE OF LOT 1 WITH 6.96 ACRES

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date:

Brent Michael Droege is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other:

The property address is: 472 NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Brent M Droege

Brent Michael Droege — Type or print name

10/5/2022 — Date

Type or print name

Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Brent Micha è Droeg e (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 472 NC Hwy 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 09/21/2020, and recorded in the Wake County Register of Deeds Office on 09/28/2020, in Book 2148 Page 1047.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 09/21/2020, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 09/21/2020, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October 2022.

Brent Michael Droege (seal)

Brent Michael Droege
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Brent Droege, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

ALEJANDRA RODRIGUEZ MARTINEZ
Notary Public
Durham County, NC

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: December 07 2022

Application #: 22CZ26 Submittal Date:

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT LOT 1 DEPICTED IN BOOK OF MAPS 2014 PAGE 0320 AND DESCRIBED AS LOT 1 , BEING BOUND IN THE NORTH EAST AND WEST BY BRENT MICHAEL DROEGE (DB: 2148, PG 1047); BOUND ON THE SOUTH SIDE BY BIN – AG LLC (DB: 2301 PG: 443); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 727970.55' E: 2014637.34', THENCE FROM SAID POINT COMMENCING SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 44.94 FEET TO A 1 INCH IRON PIPE FOUND, THENCE SOUTH 0 DEGREES 52 MINUTES 26 SECONDS WEST A DISTANCE OF 96.50 FEET TO A 1/2" IRON PIPE FOUND, THENCE SOUTH 1 DEGREE 03 MINUTES 08 SECONDS WEST 171.91 FEET TO A 1/2" IRON PIPE FOUND WITH WHITE CAP AND TACK, THENCE SOUTH 52 DEGREES 00 MINUTES 09 SECONDS WEST A DISTANCE OF 702.23 FEET TO A 1/2 INCH IRON PIPE FOUND, SAID FOUND IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 727224.93' E: 2014079.92' AND BEING THE TRUE POINT OF BEGINNING:

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, ALONG THE PROPERTY LINE OF BRENT MICHAEL DROEGE (DB: 2148, PG 1047) SOUTH 34 DEGREES 03 MINUTES 08 SECONDS EAST A DISTANCE OF 181.93 FEET TO A 1/2" IRON PIPE FOUND, THENCE SOUTH 55 DEGREES 59 MINUTES 27 SECONDS WEST A DISTANCE OF 239.18 FEET TO A 1/2" IRON PIPE FOUND, THENCE NORTH 34 DEGREES 06 MINUTES 37 SECONDS WEST A DISTANCE OF 181.48 FEET TO A 1/2" IRON PIPE FOUND, THENCE NORTH 55 DEGREES 53 MINUTES 00 SECONDS EAST A DISTANCE OF 239.36 FEET TO THE POINT OF BEGINNING.
CONTAINING 43,477 SQUARE FEET OR 1.00 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

Brent Michael Droege is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 696 NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Brent M Droege

Brent Michael Droege — Type or print name

10/5/2022 — Date

_____

_____ — Type or print name

_____ — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Brent Michael Droege (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 696 NC HWY 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 03/2008, and recorded in the Wake County Register of Deeds Office on 04/04/2008, in Book 1395 Page 0247.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 03/2008, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 03/2008, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October, 2022.

Brent michael Droege (seal)

Brent Michael Droege
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Brent Droege, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

ALEJANDRA RODRIGUEZ MARTINEZ
Notary Public
Durham County, NC

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: December 07, 2022

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ26 Submittal Date:

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT DESCRIBED IN DEED BOOK 1395 PAGE 247, BEING BOUND IN THE NORTH BY SEAGROVES TIMOTHY S (DB: 1629, PG 0303) AND SEAGROVES TIMOTHY S (DB: 0711, PG 0749); BOUND ON THE EAST SIDE BY US GOVERNMENT (DB: NA PG: NA); BOUND TO THE SOUTH BY TRACT D DRODGE INVESTMENTS LLC (DB: 2207 PG: 426); BOUND TO THE WEST SIDE BY US GOVERNMENT (DB: NA PG: NA); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2 INCH IRON PIPE MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 727,829.13' E: 2,014,636.47'), THENCE FROM SAID POINT COMMENCING NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST A DISTANCE OF 96.50 FEET TO A 1 INCH IRON PIPE FOUND, THENCE NORTH 00 DEGREES 45 MINUTES 27 SECONDS WEST A DISTANCE OF 30 FEET TO A REBAR SET WITH CAP, SAID REBAR WITH CAP SET HAVING A NORTH CAROLINA STATE PLANE COORDINATES OF N: 727,955.61' E: 2,014,637.54' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, SOUTH 77 DEGREES 51 MINUTES 31 SECONDS WEST A DISTANCE OF 1630.04 FEET TO A FOUND 1/4 INCH REBAR, THENCE SOUTH 77 DEGREES 02 MINUTES 02 SECONDS WEST A DISTANCE OF 60.81 FEET TO A FOUND 1/2 INCH IRON PIPE, THENCE SOUTH 77 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 73.36 FEET TO A 1/4” IRON REBAR FOUND, THENCE ALONG THE PROPERTY LINE OF US GOVERNMENT (DB: NA PG: NA) NORTH 25 DEGREES 54 MINUTES 27 SECONDS WEST A DISTANCE OF 442.50 FEET TO A 1 INCH AXLE FOUND, THENCE ALONG THE PROPERTY LINE OF SEAGROVES TIMOTHY S (DB: 1629, PG 0303) AND SEAGROVES TIMOTHY S (DB: 0711, PG 0749) SOUTH 89 DEGREES 48 MINUTES 19 SECONDS EAST A DISTANCE OF 1080.27 FEET TO A FOUND 1.25 INCH GUN BARREL, THENCE SOUTH 89 DEGREES 06 MINUTES 54 SECONDS EAST A DISTANCE OF 485.11 FEET TO A FOUND 1 1/4 INCH IRON PIPE, THENCE NORTH 89 DEGREES 57 MINUTES 13 SECONDS EAST A DISTANCE OF 352.30 FEET TO A FOUND 1/2 INCH IRON PIPE, THENCE SOUTH ALONG THE US GOVERNMENT (DB: NA PG: NA) SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 14.94 FEET TO A SET 5/8" REBAR WITH CAP BEING THE TRUE POINT OF BEGINNING.

CONTAINING 393,523 SQUARE FEET OR 9.03 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

Cant Hook Properties LLC is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)* Kathryn Booth Butler

KATHRYN Booth Butler — Type or print name

10/11/22 — Date

_____

_____ — Type or print name

_____ — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of ~~Wake~~ Chatham County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Cant Hook Properties LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at NC HWY 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 04/25/2020, and recorded in the ~~Wake~~ Chatham County Register of Deeds Office on 05/11/2020, in Book 2112 Page 0383.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 04/25/2020, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 04/25/2020, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 11 day of October, 20 22

Kathryn Booth Butler (seal)

KATHRYN Booth Butler

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Kathryn B. Butler, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's N/A, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC
[NOTARY SEAL]

Thomas F. Colhoun / THOMAS F. Colhoun
Notary Public
State of North Carolina
My Commission Expires: 10/25/2025

CANTHOOK PARCEL TRACT 1 (TITLE COMMITMENT 22-06322CH)

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT 1 CONVEYED IN A DEED BOOK 2015 PAGE 1112, AND BEING BOUND IN THE NORTH BY JAMES L. GIVENS (DB: 757, PG 592); BOUND ON THE EAST SIDE BY RIGHT OF WAY ALONG NC 751 (BM: 0095, PG 0128); BOUND TO THE SOUTH BY CANT HOOK PROPERTIES, LLC (DB: 2112 PG: 0383) AND CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086); AND BOUND TO THE WEST BY KUNAL ENTERPRISES LLC (DB: 1124 PG: 0371) AND BY POE INEZ M & JERRY C TRUSTEES DEWEY C POE (DB: 0775 PG: 0514); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 726429.26' E: 2013696.48'), THENCE FROM SAID POINT COMMENCING NORTH 35 DEGREES 53 MINUTES 06 SECONDS WEST A DISTANCE OF 635.98 FEET TO A FOUND IRON PIPE, SAID FOUND IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 726944.53' E: 2013323.69'AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE PROPERTY LINE OF JAMES L. GIVENS TRACT 2 (DB: 757, PG 592) SOUTH 60 DEGREES 28 MINUTES 54 SECONDS WEST A DISTANCE OF 29.18 FEET TO A FOUND IRON PIPE WITH CAP, THENCE SOUTH 60 DEGREES 29 MINUTES 08 SECONDS WEST A DISTANCE OF 1069.54 FEET TO A FOUND REBAR WITH CAP, THENCE SOUTH 87 DEGREES 55 MINUTES 10 SECONDS WEST A DISTANCE OF 409.94 FEET TO A FOUND IRON PIPE WITH CAP, THENCE SOUTH ALONG POE INEZ M & JERRY C TRUSTEES DEWEY C POE TRACT (DB: 0775 PG: 0514) SOUTH 00 DEGREES 06 MINUTES 26 SECONDS WEST A DISTANCE OF 1087.05 FEET TO A FOUND AXLE, THENCE SOUTH KUNAL ENTERPRISES LLC (DB: 1124 PG: 0371), SOUTH 02 DEGREES 02 MINUTES 09 SECONDS WEST A DISTANCE OF 445.87 FEET TO A FOUND AXLE, THENCE NORTH ALONG CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086), NORTH 89 DEGREES 08 MINUTES 38 SECONDS EAST A DISTANCE OF 360.66 FEET TO A CALCULATED POINT, THENCE NORTH 89 DEGREES 08 MINUTES 49 SECONDS EAST A DISTANCE OF 437.30 FEET TO A CALCULATED POINT, THENCE NORTH 87 DEGREES 45 MINUTES 59 SECONDS EAST A DISTANCE OF 60.17 FEET TO A FOUND IRON PIPE, THENCE NORTH 87 DEGREES 55 MINUTES 49 SECONDS EAST A DISTANCE OF 106.54 FEET TO A FOUND IRON PIPE, THENCE NORTH ALONG CANT HOOK PROPERTIES LLC TRACT 2 (DB: 2112 PG: 0383) NORTH 02 DEGREES 23 MINUTES 09 SECONDS EAST A DISTANCE OF 421.83 FEET TO A FOUND IRON PIPE WITH CAP, THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST A DISTANCE OF 510.47 FEET TO A FOUND FOUND IRON PIPE WITH CAP, THENCE NORTH 01 DEGREES 37 MINUTES 19 SECONDS EAST A DISTANCE OF 682.37 FEET TO A FOUND REBAR, THENCE SOUTH 89 DEGREES 37 MINUTES 26 SECONDS EAST A DISTANCE OF 444.91 FEET TO A 5/8” REBAR WITH CAP SET, THENCE LEAVING THE WEST SIDE OF NC-751 RIGH OF WA, SOUTH 89 DEGREES 37 MINUTES 26 SECONDS EAST A DISTANCE OF 36.39 FEET TO A CALCULATED POINT IN THE CENTERLINE OF SAID ROAD, THENCE WITH THE CENTERLINE OF NC-751 THE FOLLOWING BEARINGS AND DISTANCES, NORTH 34 DEGREES 05 MINUTES 41 SECONDS WEST A DISTANCE OF 336.89 FEET TO A CALCULATED POINT, THENCE NORTH 33 DEGREES 49 MINUTES 46 SECONDS WEST A DISTANCE OF 101.71 FEET TO A CALCULATED POINT, THENCE NORTH ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 32 DEGREES 13 MINUTES 18 SECONDS WEST AND A CHORD DISTANCE OF 412.66 FEET WITH A RADIUS OF 16853.72 FEET TO A CALCULATED POINT, THENCE NORTH ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 29 DEGREES 57 MINUTES 09 SECONDS WEST AND A CHORD DISTANCE OF 148.62 FEET WITH A RADIUS OF 4000.00 FEET TO A CALCULATED POINT, THENCE NORTH ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 28 DEGREES 00 MINUTES 23 SECONDS WEST AND A CHORD DISTANCE OF 148.46 FEET WITH A RADIUS OF 12000.00 FEET TO A FOUND IRON PIPE, BEING SAID POINT OF BEGINNING.

CONTAINING 2549843 SQUARE FEET OR 58.5 ACRES, MORE OR LESS.
AREA WITHIN NC 751 ROW, 34179 SQ. FT. OR 0.78 ACRES, MORE OR LESS.

CANTHOOK PARCEL TRACT 2 (TITLE COMMITMENT 22-06322CH)

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, AND BEING DEPICTED IN THAT SURVEY AND PLAT ENTITLED "PROPERTY OF MRS EDNA M HEDGEPETH PREPARED BY WILLIAM O YATES, RLS, DATED APRIL 7, 1975, BEING BOUND IN THE NORTH BY CANT HOOK PROPERTIES, LLC (DB: 2112 PG: 0383); BOUND ON THE EAST BY CANT HOOK PROPERTIES, LLC (DB: 2112 PG: 0383); BOUND TO THE SOUTH BY THE RIGHT OF WAY ALONG U.S. HIGHWAY 64 (BM: 0095 PG: 0128); AND BOUND TO THE WEST BY CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A NCDOT ROW DISK FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724630.74' E: 2013771.63'), THENCE FROM SAID POINT COMMENCING SOUTH 78 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 1019.21 FEET TO A FOUND IRON PIPE, SAID FOUND IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724433.031' E: 2012771.781'AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING WITH THE EASTERN PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH, TRACT 3 (DB: 1841 PG: 0086) SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST A DISTANCE OF 210.74 FEET TO A 1" IRON PIPE FOUND WITH CAP, THENCE ALONG THE RIGHT OF WAY ALONG U.S. HIGHWAY 64 (200 FEET RIGHT OF WAY WIDTH)) NORTH 79 DEGREES 30 MINUTES 47 SECONDS EAST A DISTANCE OF 60.31 FEET TO A CALCULATED POINT, THENCE WITH THE WESTERN PROPERTY LINE OF CANT HOOK PROPERTIES LLC PARCEL (DB 2112 PG 383) NORTH 1 DEGREE 1 MINUTE 2 SECONDS WEST A DISTANCE OF 10.13 FEET TO A CALCULATED POINT, THENCE CONTINUING WITH SAID PROPERTY LINE NORTH 00 DEGREES 59 MINUTES 57 SECONDS WEST A DISTANCE OF 430.29 FEET TO A 1 INCH IRON PIPE FOUND WITH CAP, THENCE WITH THE SOUTHERN LINE OF CANT HOOK PROPERTIES LLC PARCEL (DB 2112 PG 383) SOUTH 87 EGREES 45 MINUTES 59 SECONDS A DISTANCE OF 60.17 FEET TO AN AXLE FOUND, THENCE THE EASTERN PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH, TRACT 3 (DB: 1841 PG: 0086) SOUTH 01 DEGREES 08 MINUTES 04 SECONDS EAST A DISTANCE OF 238.33 TO THE POINT OF BEGINNING.

CONTAINING 26559 SQUARE FEET OR 0.61 ACRES, MORE OR LESS.

CANTHOOK PARCEL TRACT 3 (TITLE COMMITMENT 22-06322CH)

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT 2 DEPICTED IN A BOOK OF MAPS 0095 PAGE 128, BEING BOUND IN THE NORTH BY CANT HOOK PROPERTIES, LLC (DB: 2112 PG: 0383); BOUND TO THE EAST BY A PORTION OF THE RIGHT OF WAY ALONG NC HIGHWAY 751 (60 FEET RIGHT OF WAY WIDTH) AND BY BERKUT JACK CARROLL & NANCY BERKUT BECK (DB: 1977 PG: 0725); BOUND TO THE SOUTH BY THE RIGHT OF WAY ALONG U.S. HIGHWAY 64 (200 FEET RIGHT OF WAY WIDTH)) AND MAGNIN MARY ELIZABETH GEEK ETUX JOHN DAVID (DB: 1764 PG: 0003); AND BOUND IN THE WEST BY CANT HOOK PROPERTIES, LLC (DB: 2112 PG: 0383); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF

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

COMMENCING AT AN IRON PIPE FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 726429.26' E: 2013696.48'), THENCE FROM SAID POINT COMMENCING SOUTH 27 DEGREES 51 MINUTES 13 SECONDS WEST A DISTANCE OF 560.41 FEET TO A FOUND IRON PIPE, SAID FOUND IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 725933.782' E: 2013958.309'AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE PROPERTY LINE OF BY BERKUT JACK CARROLL & NANCY BERKUT BECK (DB: 1977 PG: 0725) SOUTH 00 DEGREES 35 MINUTES 50 SECONDS WEST A DISTANCE OF 1092.79 FEET TO A SET REBAR, THENCE SOUTH ALONG MAGNIN MARY ELIZABETH GEEK ETUX JOHN DAVID (DB: 1764 PG: 0003) SOUTH 69 DEGREES 06 MINUTES 08 SECONDS WEST A DISTANCE OF 480.88 FEET TO A FOUND IRON PIPE, THENCE SOUTH 04 DEGREES 09 MINUTES 52 SECONDS EAST A DISTANCE OF 90.02 FEET TO A FOUND AXLE, THENCE SOUTH BY THE RIGHT OF WAY ALONG U.S. HIGHWAY 64 (BM: 0095 PG: 0128) SOUTH 78 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 360.29 FEET TO A CALCULATED POINT, THENCE SOUTH 78 DEGREES 36 MINUTES 47 SECONDS WEST A DISTANCE OF 60.00 FEET TO A CALCULATED POINT, THENCE SOUTH 78 DEGREES 35 MINUTES 10 SECONDS WEST A DISTANCE OF 266.38 FEET TO A CALCULATED POINT, THENCE NORTH ALONG CANT HOOK PROPERTIES, LLC TRACT 1 AND 3 (DB: 2112 PG: 0383); NORTH 01 DEGREES 01 MINUTES 2 SECONDS WEST A DISTANCE OF 10.13 FEET TO A CALCULATED POINT, THENCE NORTH 00 DEGREES 59 MINUTES 57 SECONDS WEST A DISTANCE OF 430.29 FEET TO A FOUND IRON PIPE, THENCE NORTH 87 DEGREES 55 MINUTES 49 SECONDS EAST A DISTANCE OF 106.54 FEET TO A FOUND IRON PIPE, THENCE NORTH 02 DEGREES 23 MINUTES 09 SECONDS EAST A DISTANCE OF 421.83 FEET TO A FOUND IRON PIPE WITH CAP, THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST A DISTANCE OF 510.47 FEET TO A FOUND IRON PIPE WITH CAP, THENCE NORTH 01 DEGREES 37 MINUTES 19 SECONDS EAST A DISTANCE OF 682.37 FEET TO A FOUND REBAR, THENCE SOUTH 89 DEGREES 37 MINUTES 26 SECONDS EAST A DISTANCE OF 444.91 FEET TO A SET REBAR, THENCE SOUTH ALONG CANT HOOK PROPERTIES LLC TRACT 1 (DB: 2112 PG: 0383) INTO THE RIGHT OF WAY ON NC HIGHWAY 751 (BM: 0095 PG: 0128) SOUTH 89 DEGREES 37 MINUTES 26 SECONDS EAST A DISTANCE OF 36.75 FEET TO A CALCULATED POINT, THENCE SOUTH ALONG THE RIGHT OF WAY ON NC HIGHWAY 751 (BM: 0095 PG: 0128) SOUTH 00 DEGREES 35 MINUTES 50 SECONDS WEST A DISTANCE OF 52.71 FEET TO A FOUND IRON PIPE, BEING SAID POINT OF BEGINNING.

CONTAINING 1069262 SQUARE FEET OR 24.54 ACRES, MORE OR LESS.

AREA WITHIN NC 751 ROW, 978 SQ. FT., MORE OR LESS.

CLARK PARCEL TRACT 1 (TITLE COMMITMENT 22-09308CH)

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT 1 DEPICTED IN BOOK OF MAPS 2003 PAGE 0264 AND DESCRIBED AS TRACT 2B AND 3 , BEING BOUND IN THE NORTH BY CANT HOOK PROPERTIES, LLC (DB: 2112, PG 0383); BOUND ON THE EAST SIDE BY CANT HOOK PROPERTIES, LLC (DB: 2112, PG 0383); BOUND TO THE SOUTH BY CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 00) AND BY US 64 (200 FEET RIGHT OF WAY); AND BOUND TO THE WEST BY ARYLEX PROPERTIES LLC (BOOK

OF MAPS 2069 PAGE 0168); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A NCDOT RIGHT OF WAY DISC MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724630.74' E: 2013771.63'), THENCE FROM SAID POINT COMMENCING NORTH 89 DEGREES 15 MINUTES 30 SECONDS WEST A DISTANCE OF 1003.73 FEET TO A REBAR FOUND WITH CAP, SAID FOUND REBAR WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724409.25' E: 2012654.78' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) SOUTH 79 DEGREES 05 MINUTES 40 SECONDS WEST A DISTANCE OF 119.63 FEET TO A REBAR FOUND WITH CAP, ALONG THE PROPERTY LINE OF TRACT 2 OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) THENCE NORTH 83 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 107.29 FEET TO A 1/2 INCH IRON PIPE FOUND WITH CAP, THENCE SOUTH 01 DEGREES 04 MINUTES 43 SECONDS EAST A DISTANCE OF 246.31 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE SOUTH ALONG HIGHWAY 64, SOUTH 78 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 86.62 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE SOUTH 78 DEGREES 39 MINUTES 54 SECONDS WEST A DISTANCE OF 141.75 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE NORTH ALONG ARYLEX PROPERTIES LLC (DB: 2069 PG: 0168); NORTH 15 DEGREES 18 MINUTES 52 SECONDS WEST A DISTANCE OF 487.93 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE SOUTH ALONG ARYLEX PROPERTIES LLC (DB: 2069 PG: 0168) SOUTH 89 DEGREES 09 MINUTES 04 SECONDS WEST A DISTANCE OF 197.08 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE NORTH ALONG KUNAL ENTERPRISES LLC (DB: 1124 PG: 0371) NORTH 29 DEGREES 21 MINUTES 59 SECONDS WEST A DISTANCE OF 68.12 FEET TO A AXLE FOUND, THENCE NORTH ALONG CANT HOOK PROPERTIES LLC TRACT 1 (DB: 2112 PG: 0383) NORTH 89 DEGREES 08 MINUTES 38 SECONDS EAST A DISTANCE OF 360.66 FEET TO A FOUND IRON PIPE WITH CAP, THENCE NORTH 89 DEGREES 08 MINUTES 49 SECONDS EAST A DISTANCE OF 437.30 FEET TO A FOUND AXLE, THENCE SOUTH ALONG CANT HOOK PROPERTIES LLC TRACT 2 (DB: 2112 PG: 0383) SOUTH 01 DEGREES 08 MINUTES 04 SECONDS EAST A DISTANCE OF 238.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 219326 SQUARE FEET OR 5.03 ACRES, MORE OR LESS.

CLARK PARCEL TRACT 2 (TITLE COMMITMENT 22-09308CH)

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT 3A DEPICTED IN A BOOK OF MAPS 2003 PAGE 0264, BEING BOUND IN THE NORTH BY CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); BOUND ON THE EAST SIDE BY CANT CLARK ANDREW L. TRUSTEE & STALEY C. SMITH, TRACT 3 (DB: 1841, PG 0086); BOUND TO THE SOUTH BY HIGHWAY 64 AND BOUND TO THE WEST BY CANT CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A NCDOT RIGHT OF WAY DISC MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724630.74' E: 2013771.63'), THENCE FROM SAID POINT COMMENCING SOUTH 78 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 1138.90 FEET TO A REBAR FOUND WITH CAP, SAID FOUND REBAR WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724409.25' E: 2012654.78' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A COUNTER CLOCKWISE DIRECTION, AND ALONG THE LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) NORTH 01 DEGREES 04 MINUTES 12 SECONDS WEST A DISTANCE OF 211.89 FEET TO A REBAR FOUND WITH CAP , THENCE ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH

(DB: 1841 PG: 0086), NORTH 83 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 107.29 FEET TO A 1/2 INCH IRON PIPE FOUND WITH CAP, THENCE SOUTH ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086), SOUTH 01 DEGREES 04 MINUTES 43 SECONDS EAST A DISTANCE OF 246.31 FEET TO A 1/2 INCH IRON PIPE FOUND WITH CAP, THENCE NORTH ALONG NORTHERN RIGHT OF WAY LINE OF US HIGHWAY 64 (200' FOOT RIGHT OF WAY WIDTH), NORTH 78 DEGREES 35 MINUTES 55 SECONDS EAST A DISTANCE OF 107.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 24333 SQUARE FEET OR 0.56 ACRES, MORE OR LESS.

CLARK PARCEL TRACT 3 (TITLE COMMITMENT 22-09308CH)

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF TRACT 3A DEPICTED IN A BOOK OF MAPS 2003 PAGE 0264, BEING BOUND IN THE NORTH BY CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); BOUND ON THE EAST SIDE BY CANT HOOK PROPERTIES LLC, TRACT 3 (DB: 2112, PG 383); BOUND ON THE SOUTH BY HIGHWAY 64 AND BOUND TO THE WEST BY CANT CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A NCDOT RIGHT OF WAY DISC MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724630.74' E: 2013771.63'), THENCE FROM SAID POINT COMMENCING NORTH 89 DEGREES 15 MINUTES 30 SECONDS WEST A DISTANCE OF 1003.73 FEET TO A REBAR FOUND WITH CAP, SAID FOUND REBAR WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724643.74" E: 2012767.99' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, AND ALONG THE PROPERTY LINE OF CANT HOOK PROPERTIES LLC (DB 2112 PG 0383) SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST A DISTANCE OF 210.74 FEET TO A 1 INCH IRON PIPE FOUND WITH CAP, THENCE WITH THE NORTHERN RIGHT OF WAY LINE OF US 64 (200 FOOT RIGHT OF WAY WIDTH), SOUTH 78 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE 119.69 FEET TO A 3/4 INCH IRON PIPE FOUND WITH CAP, THENCE ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) NORTH 01 DEGREES 04 MINUTES 12 SECONDS WEST A DISTANCE OF 211.89 FEET TO A REBAR FOUND WITH CAP, THENCE WITH THE EASTERN PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB 1841 PG 0086), NORTH 01 DEGREE 4 MINUTES 12 SECONDS WEST A DISTANCE OF 211.89 FEET TO A REBAR FOUND WITH CAP, THENCE WITH ONE OF THE SOUTHERN PROPERTY LINES OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB 1841 PG 0086), NORTH 79 DEGREES 05 MINUTES 40 SECONDS EAST A DISTANCE OF 119.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 24891 SQUARE FEET OR 0.57 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

Clark Andrew L. Trustee & Staley C. Smith is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: US 64 E

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Staley C. Smith

Staley C. Smith — 10/5/2022

Type or print name — Date

A. Clark

A. CLARK — 10-17-2022

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of ~~Wake~~ Chatham County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Clark Andrew L. Trustee & Staley C. Smith (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is ~~the sole~~ an owner, ~~or~~ and is the authorized agent of all owners, of the property located at US 64 E and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated ~~12/17/2015~~ 6/27/2008, and recorded in the ~~Wake~~ Chatham County Register of Deeds Office on ~~02/08/2016~~ 6/27/2008, in Book ~~1841~~ 1411 Page ~~0086~~ 345.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on ~~12/17/2015~~ 6/27/2008, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on ~~12/17/2015~~ 6/27/2008, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October, 2022.

Staley C. Smith (seal)

Staley C. Smith

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Staley C. Smith, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's N/A, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC

[NOTARY SEAL]

Thomas F. Colhoun / Thomas F. Colhoun
Notary Public
State of North Carolina
My Commission Expires: 10/25/2025

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

Clark Andrew L. Trustee & Staley C. Smith is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: US 64 E

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Staley C Smith

Staley C. Smith — 10/5/2022

Type or print name — Date

A. Clark

A. CLARK — 10-17-2022

Type or print name — Date

Attach additional sheets if there are additional owners.

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Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Clark Andrew L. Trustee & Staley C. Smith (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is ~~the~~ an ~~sole~~ owner, ~~or~~ and is the authorized agent of all owners, of the property located at US 64 E and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated ~~12/17/2015~~ 6/27/2008, and recorded in the ~~Wake~~ Chatham County Register of Deeds Office on ~~02/08/2016~~ 6/27/2008, in Book ~~1841~~ 1411 Page ~~0086~~ 345.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on ~~12/17/2015~~ 6/27/2008, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on ~~12/17/2015~~ 6/27/2008, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 5th day of October, 2022.

Staley C. Smith (seal)

Staley C. Smith
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Staley C. Smith, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's N/A, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC

[NOTARY SEAL]

Thomas F Colhoun / Thomas F. Colhoun
Notary Public
State of North Carolina
My Commission Expires: 10/25/2025

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

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- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
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- ☐ Subdivision
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- ☐ Other: _____

The property address is: US 64 E

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

Staley C Smith

Staley C. Smith — 10/5/2022

Type or print name — Date

A. Clark

A. CLARK — 10-17-2022

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of ~~Wake~~ Chatham County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, Clark Andrew L. Trustee & Staley C. Smith (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is ~~the sole~~ an owner, ~~or~~ and is the authorized agent of all owners, of the property located at US 64 E and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated ~~12/17/2015~~ 6/27/2008, and recorded in the ~~Wake~~ Chatham County Register of Deeds Office on ~~02/08/2016~~ 6/27/2008, in Book ~~1841~~ 1411 Page ~~0086~~ 345.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

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This the 5th day of October, 2022.

Staley C. Smith (seal)

Staley C. Smith

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Staley C. Smith, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's N/A, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

THOMAS F. COLHOUN
NOTARY PUBLIC
WAKE COUNTY, NC
[NOTARY SEAL]

Thomas F. Colhoun / Thomas F. Colhoun
Notary Public
State of North Carolina
My Commission Expires: 10/25/2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ26 Submittal Date:

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT 1 DEPICTED IN BOOK OF MAPS 2003 PAGE 0264 AND DESCRIBED AS TRACT 2B AND 3 , BEING BOUND IN THE NORTH BY CANT HOOK PROPERTIES, LLC (DB: 2112, PG 0383); BOUND ON THE EAST SIDE BY CANT HOOK PROPERTIES, LLC (DB: 2112, PG 0383); BOUND TO THE SOUTH BY CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 00) AND BY US 64 (200 FEET RIGHT OF WAY); AND BOUND TO THE WEST BY ARYLEX PROPERTIES LLC (BOOK OF MAPS 2069 PAGE 0168); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT A NCDOT RIGHT OF WAY DISC MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724630.74' E: 2013771.63'), THENCE FROM SAID POINT COMMENCING NORTH 89 DEGREES 15 MINUTES 30 SECONDS WEST A DISTANCE OF 1003.73 FEET TO A REBAR FOUND WITH CAP, SAID FOUND REBAR WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724409.25' E: 2012654.78' AND BEING THE TRUE POINT OF BEGINNING.
THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) SOUTH 79 DEGREES 05 MINUTES 40 SECONDS WEST A DISTANCE OF 119.63 FEET TO A REBAR FOUND WITH CAP, ALONG THE PROPERTY LINE OF TRACT 2 OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) THENCE NORTH 83 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 107.29 FEET TO A 1/2 INCH IRON PIPE FOUND WITH CAP, THENCE SOUTH 01 DEGREES 04 MINUTES 43 SECONDS EAST A DISTANCE OF 246.31 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE SOUTH ALONG HIGHWAY 64, SOUTH 78 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 86.62 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE SOUTH 78 DEGREES 39 MINUTES 54 SECONDS WEST A DISTANCE OF 141.75 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE NORTH ALONG ARYLEX PROPERTIES LLC (DB: 2069 PG: 0168); NORTH 15 DEGREES 18 MINUTES 52 SECONDS WEST A DISTANCE OF 487.93 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE SOUTH ALONG ARYLEX PROPERTIES LLC (DB: 2069 PG: 0168) SOUTH 89 DEGREES 09 MINUTES 04 SECONDS WEST A DISTANCE OF 197.08 FEET TO A FOUND 1/2 INCH IRON PIPE WITH CAP, THENCE NORTH ALONG KUNAL ENTERPRISES LLC (DB: 1124 PG: 0371) NORTH 29 DEGREES 21 MINUTES 59 SECONDS WEST A DISTANCE OF 68.12 FEET TO A AXLE FOUND, THENCE NORTH ALONG CANT HOOK PROPERTIES LLC TRACT 1 (DB: 2112 PG: 0383) NORTH 89 DEGREES 08 MINUTES 38 SECONDS EAST A DISTANCE OF 360.66 FEET TO A FOUND IRON PIPE WITH CAP, THENCE NORTH 89 DEGREES 08 MINUTES 49 SECONDS EAST A DISTANCE OF 437.30 FEET TO A FOUND AXLE, THENCE SOUTH ALONG CANT HOOK PROPERTIES LLC TRACT 2 (DB: 2112 PG: 0383) SOUTH 01 DEGREES 08 MINUTES 04 SECONDS EAST A DISTANCE OF 238.33 FEET TO THE POINT OF BEGINNING.
CONTAINING 219326 SQUARE FEET OR 5.03 ACRES, MORE OR LESS.

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ26 Submittal Date:

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT TRACT 3A DEPICTED IN A BOOK OF MAPS 2003 PAGE 0264, BEING BOUND IN THE NORTH BY CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); BOUND ON THE EAST SIDE BY CANT CLARK ANDREW L. TRUSTEE & STALEY C. SMITH, TRACT 3 (DB: 1841, PG 0086); BOUND TO THE SOUTH BY HIGHWAY 64 AND BOUND TO THE WEST BY CANT CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A NCDOT RIGHT OF WAY DISC MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724630.74' E: 2013771.63'), THENCE FROM SAID POINT COMMENCING SOUTH 78 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 1138.90 FEET TO A REBAR FOUND WITH CAP, SAID FOUND REBAR WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724409.25' E: 2012654.78' AND BEING THE TRUE POINT OF BEGINNING.
THENCE FROM SAID POINT OF BEGINNING, IN A COUNTER CLOCKWISE DIRECTION, AND ALONG THE LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) NORTH 01 DEGREES 04 MINUTES 12 SECONDS WEST A DISTANCE OF 211.89 FEET TO A REBAR FOUND WITH CAP , THENCE ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086), NORTH 83 DEGREES 00 MINUTES 12 SECONDS WEST A DISTANCE OF 107.29 FEET TO A 1/2 INCH IRON PIPE FOUND WITH CAP, THENCE SOUTH ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086), SOUTH 01 DEGREES 04 MINUTES 43 SECONDS EAST A DISTANCE OF 246.31 FEET TO A 1/2 INCH IRON PIPE FOUND WITH CAP, THENCE NORTH ALONG NORTHERN RIGHT OF WAY LINE OF US HIGHWAY 64 (200' FOOT RIGHT OF WAY WIDTH), NORTH 78 DEGREES 35 MINUTES 55 SECONDS EAST A DISTANCE OF 107.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 24333 SQUARE FEET OR 0.56 ACRES, MORE OR LESS.

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ26 Submittal Date:

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF TRACT 3A DEPICTED IN A BOOK OF MAPS 2003 PAGE 0264, BEING BOUND IN THE NORTH BY CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); BOUND ON THE EAST SIDE BY CANT HOOK PROPERTIES LLC, TRACT 3 (DB: 2112, PG 383); BOUND ON THE SOUTH BY HIGHWAY 64 AND BOUND TO THE WEST BY CANT CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841, PG 0086); ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A NCDOT RIGHT OF WAY DISC MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724630.74' E: 2013771.63'), THENCE FROM SAID POINT COMMENCING NORTH 89 DEGREES 15 MINUTES 30 SECONDS WEST A DISTANCE OF 1003.73 FEET TO A REBAR FOUND WITH CAP, SAID FOUND REBAR WITH CAP HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724643.74'' E: 2012767.99' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION, AND ALONG THE PROPERTY LINE OF CANT HOOK PROPERTIES LLC (DB 2112 PG 0383) SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST A DISTANCE OF 210.74 FEET TO A 1 INCH IRON PIPE FOUND WITH CAP, THENCE WITH THE NORTHERN RIGHT OF WAY LINE OF US 64 (200 FOOT RIGHT OF WAY WIDTH), SOUTH 78 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE 119.69 FEET TO A 3/4 INCH IRON PIPE FOUND WITH CAP, THENCE ALONG THE PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB: 1841 PG: 0086) NORTH 01 DEGREES 04 MINUTES 12 SECONDS WEST A DISTANCE OF 211.89 FEET TO A REBAR FOUND WITH CAP, THENCE WITH THE EASTERN PROPERTY LINE OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB 1841 PG 0086), NORTH 01 DEGREE 4 MINUTES 12 SECONDS WEST A DISTANCE OF 211.89 FEET TO A REBAR FOUND WITH CAP, THENCE WITH ONE OF THE SOUTHERN PROPERTY LINES OF CLARK ANDREW L. TRUSTEE & STALEY C. SMITH (DB 1841 PG 0086), NORTH 79 DEGREES 05 MINUTES 40 SECONDS EAST A DISTANCE OF 119.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 24891 SQUARE FEET OR 0.57 ACRES, MORE OR LESS.

AGENT AUTHORIZATION FORM

Application #: 22CZ26 Submittal Date: _____

John W Long & Faye C Long is the owner* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 314 NC HWY 751

The agent for this project is: Beacon Development Company

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Walker Gorham

Address: 702 Oberlin Rd, Raleigh, NC 27605

Telephone Number: 984-200-3186

E-Mail Address: walker@beacondevelopment.com

Signature(s) of Owner(s)*

John W Long

John W. Long — Type or print name — Oct 25, 2022 — Date

Faye C. Long

Faye C. Long — Type or print name — 10-25-22 — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ26 Submittal Date: _____

The undersigned, John W Long & Faye C Long (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 314 NC Hwy 751 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/28/1991, and recorded in the ~~Wake~~ Chatham County Register of Deeds Office on 10/31/1996, in Book 318 Page 352. Chatham JWJ

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/28/1991, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/28/1991, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the _____ day of _____, 20_____.

_____ (seal)

_____

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that JOHN William Long, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Faye Crotts Long, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL] JASWINDER K CHEEMA NOTARY PUBLIC WAKE COUNTY, NC

Jaswinder K Cheema
Notary Public
State of North Carolina North Carolina
My Commission Expires: Nov 9, 2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ26 Submittal Date: _____

Insert legal description below.

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THAT LAND DEPICTED IN DEED BOOK 318 PAGE 352. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND NGS HORIZONTAL CONTROL MONUMENT FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 724864.40' E: 2014802.13'), THENCE FROM SAID POINT COMMENCING SOUTH 77 DEGREES 40 MINUTES 11 SECONDS WEST A DISTANCE OF 33.66 FEET TO A CALCULATED POINT, SAID POINT HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 724864.40' E: 2014802.13' AND BEING THE TRUE POINT OF BEGINNING.
THENCE SOUTH 55°47'03" WEST, A DISTANCE OF 30.91 FEET TO A CALCULATED POINT IN THE CENTERLINE OF NC 751; THENCE WITH THE CENTER OF SAID ROAD NORTH 34°05'41" WEST, A DISTANCE OF 79.53 FEET TO A CALCULATED POINT; THENCE NORTH 34°05'41" WEST, A DISTANCE OF 336.89 FEET TO A CALCULATED POINT; THENCE NORTH 33°44'47" WEST, A DISTANCE OF 176.66 FEET TO A CALCULATED POINT; THENCE LEAVING THE CENTERLINE OF NC 751 NORTH 56°08'40" EAST, A DISTANCE OF 30.04 FEET TO A 1/2" IRON PIPE FOUND; THENCE NORTH 55°54'54" EAST, A DISTANCE OF 1,122.10 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00°41'08" WEST, A DISTANCE OF 979.44 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 81°58'20" WEST, A DISTANCE OF 315.77 FEET TO A SET 5/8 IRON REBAR WITH CAP; THENCE NORTH 34°07'21" WEST, A DISTANCE OF 73.59 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 55°47'03" WEST, A DISTANCE OF 279.92 FEET TO THE TRUE POINT OF BEGINNING;
CONTAINING 617,420 SQ. FT. OR 14.17 ACRES OF LAND, MORE OR LESS.
BEING 17,790 SQ. FT. OR 0.41 ACRES WITHIN NC 751 RIGHT OF WAY.

ANNEXATION AREA 1
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LANDS DEPICTED IN DEED BOOK 2316 PAGE 883, DEED BOOK 2207 PAGE 426; DEED BOOK 1949 PAGE 612, DEED BOOK 2148 PAGE 1047, PLAT BOOK 2014 PAGE 320, DEED BOOK 2301 PAGE 443 AND DEED BOOK 318 PAGE 352 . ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND ON A NORTH EASTERN CORNER OF THE BARBOUR KATHLEEN B. PROPERTY (DB 367 PG 115), SAID IRON PIPE HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:726,078.59', E:2,014,614.07' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, IN A CLOCKWISE DIRECTION ALONG A NORTHERN BOUNDARY LINE IN THE BARBOUR KATHLEEN B. PROPERTY (DB 367 PG 115) SOUTH 81 DEGREES 58 MINUTES 20 SECONDS WEST A DISTANCE OF 315.77 FEET TO A 5/8" REBAR WITH CAP; THENCE NORTH 34 DEGREES 07 SECONDS 21 MINUTES WEST A DISTANCE OF 73.59 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 55 DEGREES 47 MINUTES 03 SECONDS WEST A DISTANCE OF 279.92 FEET TO A 1/2" IRON PIPE FOUND ALONG THE EASTERN RIGHT OF WAY LINE OF NC HWY 751; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 55 DEGREES 47 MINUTES 03 SECONDS WEST A DISTANCE OF 30.81 FEET TO A COMPUTED POINT; THENCE NORTH 34 DEGREES 10 MINUTES 03 SECONDS WEST A DISTANCE OF 79.53 FEET TO A COMPUTED POINT; THENCE NORTH 34 DEGREES 05 MINUTES 41 SECONDS WEST A DISTANCE OF 336.89 FEET TO A COMPUTED POINT; THENCE NORTH 33 DEGREES 44 MINUTES 47 SECONDS WEST A DISTANCE OF 176.66 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 13 MINUTES 17 SECONDS WEST 263.11 FEET WITH A RADIUS OF 6,853.72 FEET TO A COMPUTED POINT; THENCE NORTH 55 DEGREES 57 MINUTES 16 SECONDS EAST A DISTANCE OF 30.04 FEET TO A 1/2" IRON PIPE FOUND ALONG THE EASTERN RIGHT OF WAY LINE OF NC HWY 751; THENCE WITH SAID RIGHT OF WAY LINE A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 30 DEGREES 48 MINUTES 44 SECONDS WEST 73.04 FEET WITH A RADIUS OF 6,378.08 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 57 MINUTES 16 SECONDS WEST 147.50 FEET WITH A RADIUS OF 3,970.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 00 MINUTES 24 SECONDS WEST 139.81 FEET WITH A RADIUS OF 10,752.26 FEET TO A 1" IRON PIPE FOUND; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 70 DEGREES 24 MINUTES 53 SECONDS WEST A DISTANCE OF 30.35 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES 03 MINUTES 56 SECONDS WEST 253.34 FEET WITH A RADIUS OF 12,000.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 18 MINUTES 00 SECONDS WEST 67.36 FEET WITH A RADIUS OF 12,000.00

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FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 50 MINUTES 57 SECONDS WEST 54.15 FEET WITH A RADIUS OF 10,366.27 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING A DISTANCE OF NORTH 27 DEGREES 33 MINUTES 13 SECONDS WEST 200.19 FEET WITH A RADIUS OF 10,366.27 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 53 SECONDS WEST 157.13 FEET WITH A RADIUS OF 18,752.40 FEET TO A COMPUTED POINT; THENCE SOUTH 77 DEGREES 02 MINUTES 02 SECONDS WEST A DISTANCE OF 30.27 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 77 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 0.79 FEET TO A COMPUTED POINT; THENCE SOUTH 77 DEGREES 37 MINUTES 11 SECONDS WEST A DISTANCE OF 72.57 FEET TO A 1/4" IRON ROD FOUND; THENCE NORTH 25 DEGREES 54 MINUTES 27 SECONDS WEST A DISTANCE OF 442.50 FEET TO A 1" AXLE FOUND; THENCE ALONG A SOUTHERN LINE IN THE ROBERTO CRESCENCIO PROPERTY (DB: 1629, PG:303); THENCE SOUTH 89 DEGREES 48 MINUTES 19 SECONDS EAST A DISTANCE OF 65.13 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 89 DEGREES 48 MINUTES 19 SECONDS EAST A DISTANCE OF 66.65 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 89 DEGREES 49 MINUTES 09 SECONDS EAST A DISTANCE OF 542.19 FEET TO A 1/2" IRON PIPE FOUND; THENCE ALONG AN SOUTHERN LINE IN THETIMOTHY SEAGROVES PROPERTY (DB 711, PG 749) SOUTH 89 DEGREES 47 MINUTES 11 SECONDS EAST A DISTANCE OF 406.30 TO A 1.25" GUN BARREL; THENCE SOUTH 89 DEGREES 06 MINUTES 54 SECONDS EAST A DISTANCE OF 485.11 FEET TO A 1.25" IRON PIPE FOUND; THENCE WITH THE US GOVERNMENT PROPERTY NORTH 89 DEGREES 57 MINUTES 13 SECONDS EAST A DISTANCE OF 352.30 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 42 MINUTES 27 SECONDS EAST A DISTANCE OF 14.94 FEET TO A REBAR WITH A CAP; THENCE SOUTH 00 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 30.00 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 52 MINUTES 26 SECONDS WEST A DISTANCE OF 96.50 FEET TO A 1/2" IRON PIPE FOUND; THENCE WITH A WESTRN LINE IN THE MILLS CHATHAM INVESTMENT PROPERTIES LLC PROPERTY (DB 2294 PG 400) SOUTH 01 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 171.91 FEET TO A 1/2" IRON PIPE WITH A WHITE CAP AND TACK FOUND; THENCE SOUTH 00 DEGREES 42 MINUTES 32 SECONDS WEST A DISTANCE OF 280.64 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 318.70 FEET TO A 1/2" IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 979.44 FEET TO A 1" IRON PIPE FOUND, SAID IRON PIPE BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,523,892 SQUARE FEET OR 57.94 ACRES, MORE OR LESS.

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ANNEXATION AREA 2
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LANDS DEPICTED IN DEED BOOK 757 PAGE 592, DEED BOOK 2015 PAGE 1112; DEED BOOK 1977 PAGE 725, DEED BOOK 1411 PAGE 345, PLAT BOOK 2000 PAGE 33 AND DEED BOOK 1841 PAGE 86. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY DISK FOUND ALONG THE WESTERN RIGHT OF WAY LINE OF NC 751 AND THE NORTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY, SAID DISK HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:724,850.02', E:2,014,736.35' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING IN A CLOCKWISE DIRECTION SOUTH 29 DEGREES 01 MINUTES 41 SECONDS WEST A DISTANCE OF 79.03 FEET TO A 5/8" REBAR SET ALONG THE NORTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 22 MINUTES 04 SECONDS WEST 761.55 FEET WITH A RADIUS OF 11,840.67 FEET TO COMPUTED POINT; THENCE LEAVING SAID RIGHT OF WAY AND WITH AN EASTERN LINE IN THE MAGNIN MARY ELIZABETH GEEK ETUX JOHN DAVID PROPERTY (DB 1764 PG 3) NORTH 00 DEGREES 36 MINUTES 17 SECONDS EAST A DISATCE OF 174.44 TO A 1/2" IRON PIPE FOUND; THENCE WITH A NORTHERN LINE IN SAID PROPERTY SOUTH 69 DEGREES 07 MINUTES 03 SECONDS WEST A DISTANCE OF 480.86 FEET TO A 1" IRON PIPE FOUND; THENCE WITH A WESTERN LINE IN SAID PROPERTY SOUTH 04 DEGREES 09 MINUTES 52 SECONDS EAST A DISTANCE OF 90.02 FEET TO A NCDOT RIGHT OF WAY DISC FOUND ALONG THE NORTHEN RIGHT OF WAY LINE OF US 64 HIGHWAY; THENCE WITH SAID RIGHT OF WAY SOUTH 78 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 360.29 TO A COMPUTED POINT; THENCE SOUTH 78 DEGREES 36 MINUTES 47 SECONDS WEST A DISTANCE OF 60.00 FEET TO A COMPUTED POINT; THENCE SOUTH 78 DEGREES 35 MINUTES 10 SECONDS WEST A DISTANCE OF 266.38 FEET TO A 1/2" RIGHT OF WAY CAP SET; THENCE SOUTH 79 DEGREES 30 MINUTES 47 SECONDS WEST A DISTANCE OF 60.31 FEE TO 1" IRON REBAR WITH CAP FOUND; THENCE LEAVING SAID RIGHT OF WAY AND WITH AN EASTERN LINE IN THE CLARK ANDREW L. TRUSTEE & STALEY C. SMITH PROPERTY (DB 1411 PG 345; DB1841, PG 86) NORTH 01 DEGREES 01 MINUTES 47 SECONDS WEST A DISTANCE OF 210.74 FEET TO 1" IRON PIPE FOUND; THENCE NORTH 01 DEGREES 08 MINUTES 04 SECONDS WEST 238.33 FEET TO AN AXLE FOUND THENCE WITH A NORTHERN LINE IN SAID PROPERTY SOUTH 89 DEGREES 08 MINUTES 49 SECONDS WEST A DISTANCE OF 437.30 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE SOUTH 89 DEGREES 08 MINUTES 38 SECONDS WEST 360.66 FEET TO AN AXLE FOUND; THENCE WITH AN EASTERN LINE IN THE KUNAL ENTERPRISES LLC PROPERTY (DB 1124, PG 371) NORTH 02 DEGREES 02 MINUTES 09 MINUTES EAST A DISTANCE OF 445.87 FEET TO AN AXLE FOUND; THENCE WITH AN EASTERN LINE IN THE POE INEZ M. & JERRY C. TRUSTEE DEWEY C. POE TRUST

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(DB 755 PG 518) NORTH 00 DEGREES 06 MINUTES 26 SECONDS EAST A DISTANCE OF 1,087.05 FEET TO A 1/2" IRON PIPE WITH A CAP FOUND; THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS EAST A DISTANCE OF 420.69 FEET TO A BROKEN CONCRETE MONUMENT WITH EXPOSED REBAR; THENCE LEAVING SAID PROERTY AND WITH A SOUTHERN LINE IN THE UNITED STATES OF AMERICA PROPERTY NORTH 87 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF 635.18 FEET TO A US ARMY CORPS OF ENGINEERS CONCRETE MONUMENT WITH A DISK FOUND; THENCE WITH A SOUTHERN LINE IN THE JAIME UPCHURCH PROPERTY (DB 2012 PG 289) NORTH 60 DEGREES 37 MINUTES 52 SECONDS EAST A DISTANCE OF 43.17 FEET TO A 1/2" IRON PIPE WITH CAP FOUND; THENCE NORTH 60 DEGREES 36 MINUTES 10 SECONDS EAST A DISTANCE OF 573.18 FEET TO A 1" IRON PIPE FOUND; THENCE NORTH 60 DEGREES 35 MINUTES 55 SECONDS EAST A DISTANCE OF 54.27 FEET TO A 1" IRON PIPE FOUND ALONG THE WESTERN RIGHT OF WAY OF NC HIGHWAY 751; THENCE LEAVING SAID RIGHT OF WAY NORTH 60 DEGREES 35 MINUTES 55 SECONDS EAST A DISATNCE 29.81 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 26 DEGREES 53 MINUTES 18 SECONDS EAST 199.32 FEET AND A RADIUS OF 12,000.27 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 27 DEGREES 30 MINUTES 29 SECONDS EAST 60.28 FEET AND A RADIUS OF 12,000.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 00 MINUTES 23 SECONDS EAST 148.46 FEET AND A RADIUS OF 12,000.00 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 57 MINUTES 09 SECONDS EAST 148.62 FEET AND A RADIUS OF 4,000.00 FEET TO A COMPUTED POINT; THENCE A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 13 MINUTES 18 SECONDS EAST 412.66 FEET AND A RADIUS OF 6,853.72 FEET TO A COMPUTED POINT; THENCE SOUTH 33 DEGREES 49 MINUTES 46 SECONDS EAST A DISTANCE OF 101.71 FEET TO A COMPUTED POINT; THENCE SOUTH 34 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 336.89 FEET TO A COMPUTED POINT; THENCE SOUTH 34 DEGREES 10 MINUTES 03 SECONDS EAST A DISTANCE OF 687.19 FEET TO A COMPUTED POINT; THENCE SOUTH 34 DEGREES 32 MINUTES 27 SECONDS EAST A DISTANCE OF 202.20 FEET TO A COMPUTED POINT; THENCE SOUTH 36 DEGREES 43 MINUTES 39 SECONDS EAST A DISTANCE OF 169.90 FEET TO A COMPUTED POINT; THENCE SOUTH 38 DEGREES 57 MINUTES 16 SECONDS EAST A DISTANCE OF 331.72 FEET TO A COMPUTED POINT; THENCE SOUTH 77 DEGREES 40 MINUTES 11 SECONDS WEST A DISTANCE OF 33.66 FEET TO A RIGHT OF WAY DISK FOUND; SAID DISK BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 4,645,291 SQUARE FEET OR 106.64 ACRES, MORE OR LESS.

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ANNEXATION AREA 3
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LAND DEPICTED IN DEED BOOK 1977 PAGE 725. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY AND WAKE REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY DISK FOUND ALONG THE SOUTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY, SAID DISK HAVING NORTH CRAOLINA STATE PLANE COORDINATES OF N:724,599.73', E:2,014,861.45' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING IN A CLOCKWISE DIRECTION AND WITH THE RIGHT OF WAY OF US 64 HIGHWAY SOUTH 67 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 67.03 FEET TO A RIGHT OF WAY DISK FOUND ALONG THE WESTERN RIGHT OF WAY LINE OF NEW HILL ROAD; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89 DEGREES 11 MINUTES 53 SECONDS EAST A DISTANCE OF 33.08 FEET TO A COMPUTED POINT; THENCE SOUTH 16 DEGREES 27 MINUTES 27 SECONDS EAST A DISTANCE OF 721.12 FEET TO A COMPUTED POINT; THENCE SOUTH 16 DEGREES 13 MINUTES 30 SECONDS EAST A DISTANCE OF 380.63 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 45 MINUTES 10 SECONDS EAST 257.26 AND A RADIUS OF 1,140.03 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 54 MINUTES 44 SECONDS EAST 14.40 FEET AND A RADIUS OF 1,140.03 FEET TO A COMPUTED POINT; THENCE SOUTH 15 DEGREES 53 MINUTES 07 SECONDS WEST A DISTANCE OF 162.92 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 06 DEGREES 02 MINUTES 53 SECONDS EAST 128.40 FEET TO A 5/8" REBAR SET; THENCE WITH A WESTERN LINE IN THE GOODWIN VICKIE RIGGSBEE PROPERTY (DB 1611 PG 3- WAKE COUNTY REGISTRY) SOUTH 15 DEGREES 55 MINNUTES 22 SECONDS WEST A DISTANCE OF 878.54 FEET TO A 2" IRON PIPE FOUND; THENCE WITH NORTHERN LINES IN THE STOSKOPR MICHAEL K. ETUX SUZANNE KENNEDY-STOSKOPF PROPERTY (DB 1732 PG 866), THE METCALF JACOB TYLER ETUX AMANDA GASIOROWSKI PROERTY (DB 1749 OG 886), THE EVANS MICHAEL J. ETUX JEAN M PROPERTY (DB 712 PG 856), AND THE GASIOROWSKI WILLIAM P. TRUSTEE & GASIOROWSKI KATHRYN C. TRUSTEE PROPERTY (DB 2106 PG 949) NORTH 84 DEGREES 48 MINUTES 37 SECONDS WEST A DISTANCE OF 1,121.89 FEET TO A 3/4" IRON PIPE FOUND; THENCE WITH AN EASTERN LINE IN THE APEX STORAGE PARTNERS LLC PROPERTY (DB 2257 PG 945) NORTH 00 DEGREES 36 MINUTES 17 SECONDS EAST A DISTANCE OF 1,985.81 FEET TO A COMPUTED POINT ALONG THE SOUTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY; THENCE WITH SAID RIGHT OF WAY A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 06 MINUTES 11 SECONDS EAST 714.43 FEET AND A RADIUS OF 11,459.16 FEET TO A COMPUTED POINT; THENCE CONTINUING WITH SAID RIGHT OF WAY NORTH 82 DEGREES 54

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MINUTES 12 SECONDS EAST 214.33 FEET TO A RIGH OF WAY DISK FOUND, SAID DISK BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,599,782 SQUARE FEET OR 59.68 ACRES, MORE OR LESS.

ANNEXATION AREA 4
AS SURVEYED LEGAL DESCRIPTION

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, CHATHAM COUNTY, TOWNSHIP OF NEW HOPE, BEING ALL OF THE LAND DEPICTED IN DEED BOOK 1977 PAGE 725. ALL REFERENCES TO DEED BOOKS AND PLAT BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE CHATHAM COUNTY AND WAKE REGISTER OF DEEDS OFFICE, NORTH CAROLINA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY DISK FOUND ALONG THE SOUTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY, SAID DISK HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:724,574.85', E:2,014,989.45' AND BEING THE TRUE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING IN A CLOCKWISE DIRECTION AND WITH THE SOUTHERN RIGHT OF WAY LINE OF US 64 HIGHWAY NORTH 34 DEGREES 43 MINUTES 39 SECONDS EAST A DISTANCE OF 54.34 FEET TO A 5/8" REBAR SET; THENCE NORTH 82 DEGREES 53 MINUTES 07 SECONDS EAST A DISTANCE OF 625.77 FEET TO A 5/8" REBAR FOUND; THENCE NORTH 83 DEGREES 08 MINUTES 25 SECONDS EAST A DISTANCE OF 85.45 FEET TO A COMPUTED POINT; THENCE SOUTH 15 DEGREES 53 MINUTES 07 SECONDS WEST 1,515.68 FEET TO A COMPUTED POINT; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING A DISTANCE OF NORTH 02 DEGREES 54 MINUTES 44 SECONDS WEST 14.40 FEET AND A RADIUS OF 1,140.03 TO A COMPUTED POINT; THENCE A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 45 MINUTES 10 SECONDS WEST 257.26 FEET AND A RADIUS OF 1,140.03 FEET TO A COMPUTED POINT; THENCE NORTH 16 DEGREES 13 MINUTES 30 SECONDS A DISTANCE OF 380.63 FEET TO A COMPUTED POINT; THENCE NORTH 16 DEGREES 27 MINUTES 27 SECONDS WEST A DISTANCE OF 721.12 FEET TO A COMPUTED POINT; THENCE NORTH 89 DEGREES 11 MINUTES 53 SECONDS EAST A DISTANCE OF 33.08 FEET TO A RIGHT OF WAY DISK FOUND, SAID DISK BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 525,846 SQUARE FEET OR 12.07 ACRES, MORE OR LESS.

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NOTICE OF NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

10/10/2022
Date

Dear Neighbor:
You are invited to a neighborhood meeting to review and discuss the development proposal at

See Attached — Address(es)
See Attached — PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180.

A Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☐	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):
THIS PROPOSAL IS FOR THE REZONING OF 242.94 ACRES FROM R-1, CU-IND-L AND CU-OI (CHATHAM COUNTY) TO LI-CZ (TOWN OF APEX). THE LAND WILL BE PETITIONED TO BE ANNEXED INTO THE TOWN OF APEX LIMITS.

Estimated submittal date: 11/1/2022.

MEETING INFORMATION:

Property Owner(s) name(s): See Attached
Applicant(s): Beacon Development Company
Contact information (email/phone): maggie@beacondevelopment.com
Meeting Address: Virtual (See final page of packet for dial in number)
Date/Time of meeting**: 10/27/2022 at 5:00-7:00 pm

Welcome: 5:00-5:15 PM Project Presentation: 5:15-5:30 PM Question & Answer: 5:30-7:00 PM

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180.

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: Apex Gateway Zoning:

Location: See Attached

Property PIN(s): See Attached Acreage/Square Feet:

Property Owner:

Address:

City: State: Zip:

Phone: Email:

Developer: Beacon Development Company

Address: 500 E Morehead St., Suite 200

City: Charlotte State: NC Zip: 28202

Phone: 704-597-7757 Fax: Email: walker@beacondevelopment.com

Engineer: Advanced Civil Design, Inc.

Address: 51 Kilmayne Drive, Suite 102

City: Cary State: NC Zip: 27511

Phone: 919-481-6290 Fax: Email: jwhitacre@advancedcivildesign.com

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks and Greenways Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Noise & Hours of Construction: **Non-Emergency Police** **919-362-8661**

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: **James Misciagno** **919-372-7470**

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control: **Water Resources – Infrastructure Inspections** **919-362-8166**

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/striping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations: **Non-Emergency Police** **919-362-8661**

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road: **James Misciagno** **919-372-7470**

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams: **James Misciagno** **919-372-7470**
Danny Smith **Danny.Smith@ncdenr.gov**

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust: **James Misciagno** **919-372-7470**

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash: **James Misciagno** **919-372-7470**

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins: **James Misciagno** **919-372-7470**

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

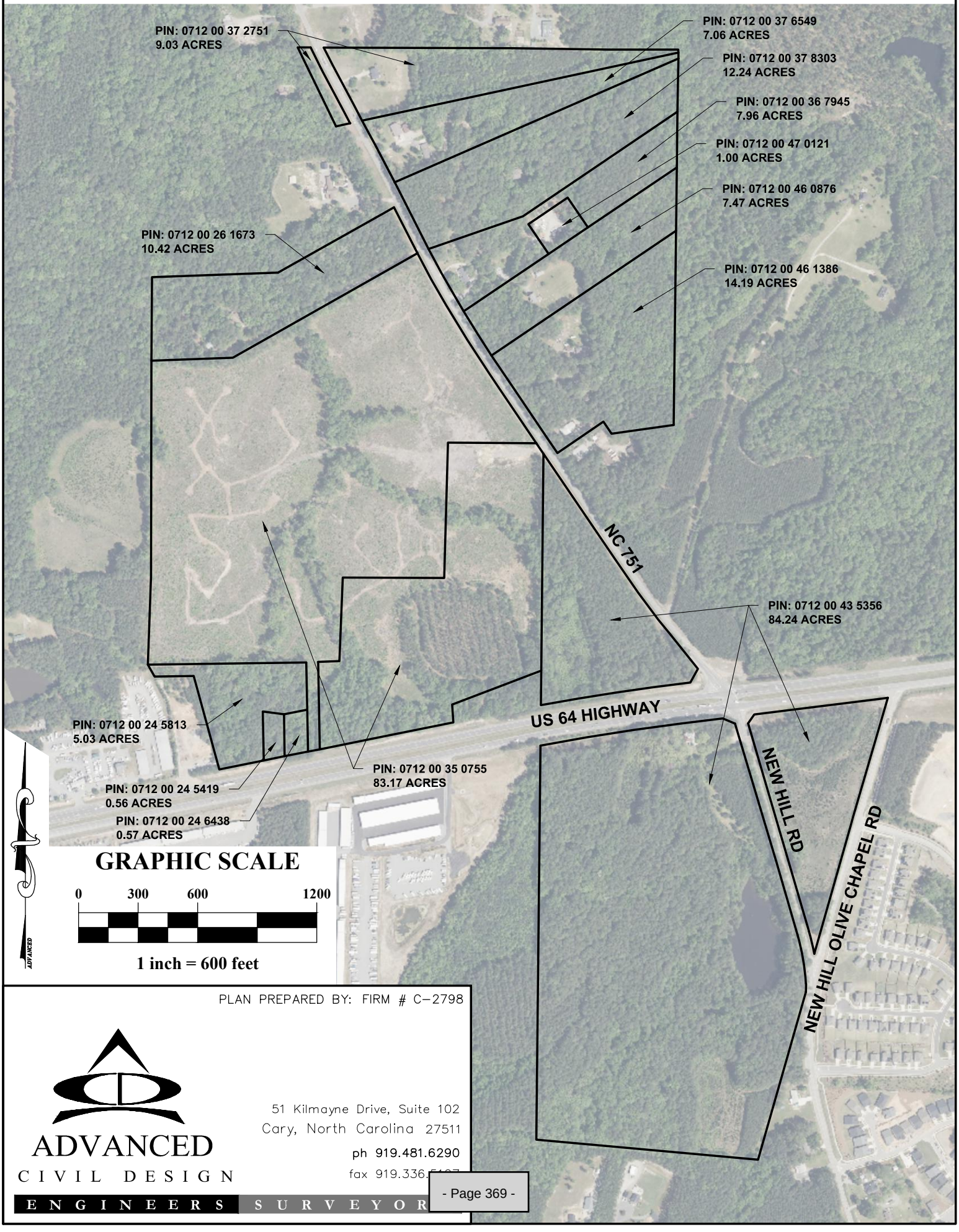
Stormwater Control Measures: **Jessica Bolin** **919-249-3537**

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation: **Rodney Smith** **919-249-3342**

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

AERIAL MAP - NC 751 & US 64 - CHATHAM COUNTY, NC

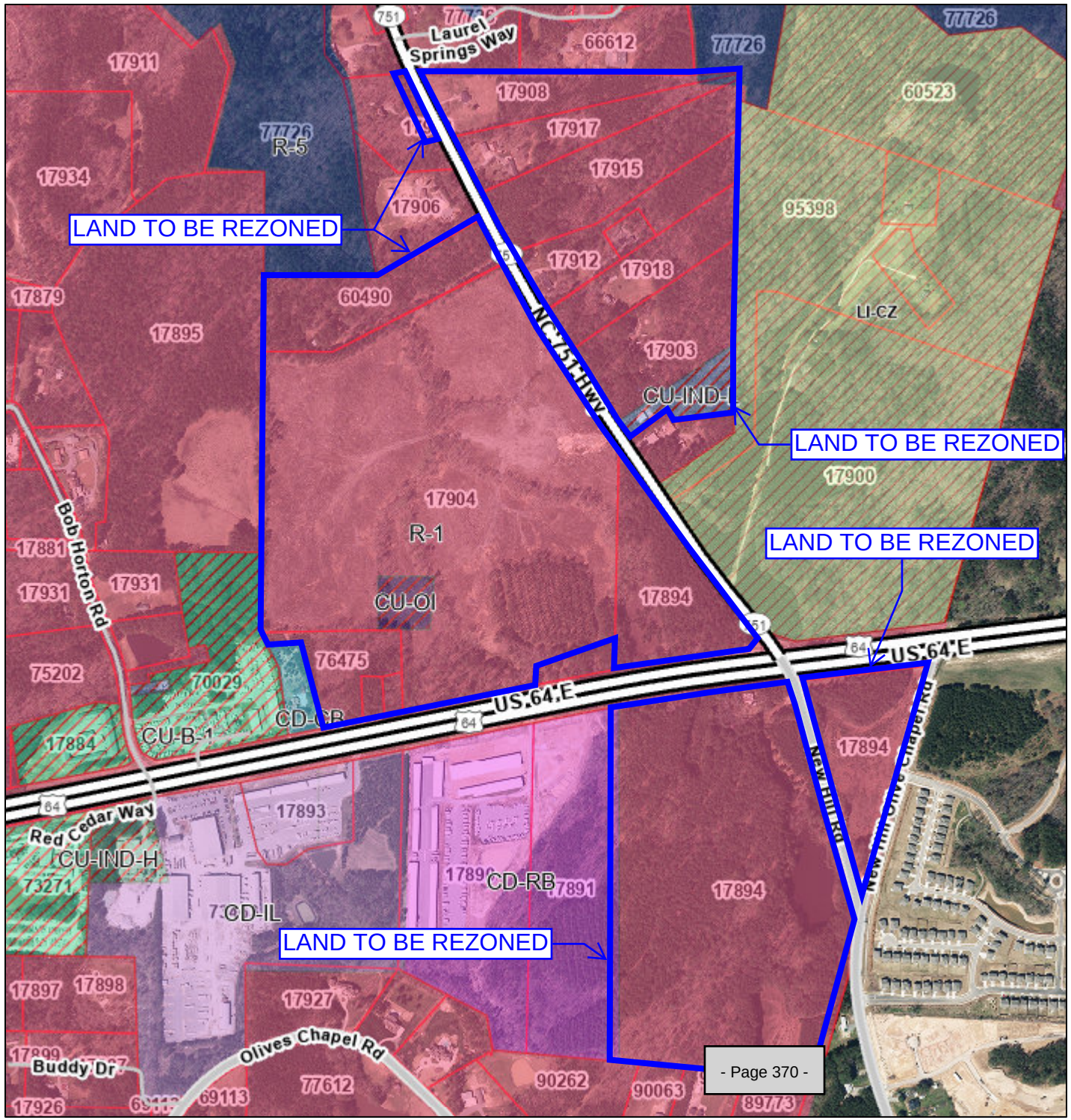


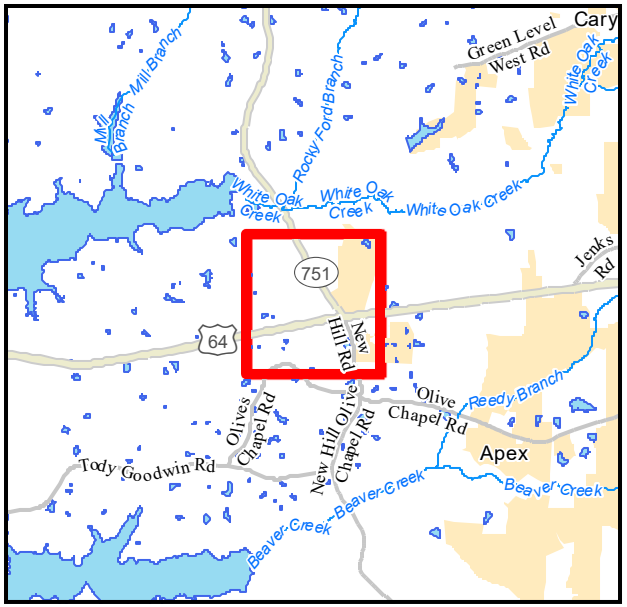
PLAN PREPARED BY: FIRM # C-2798

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

51 Kilmayne Drive, Suite 102
Cary, North Carolina 27511
ph 919.481.6290
fax 919.336.5107

Chatham County Zoning Map





Legend

Parcel Pop-Up

RoadCenterlines...

- Freeway
- Highway
- Major Arterial
- Minor Arterial
- Collector
- Local

Cary Zoning

- PDD Major
- R12-CU
- R40
- R40-CU
- R8-CU
- RR
- TR-CU

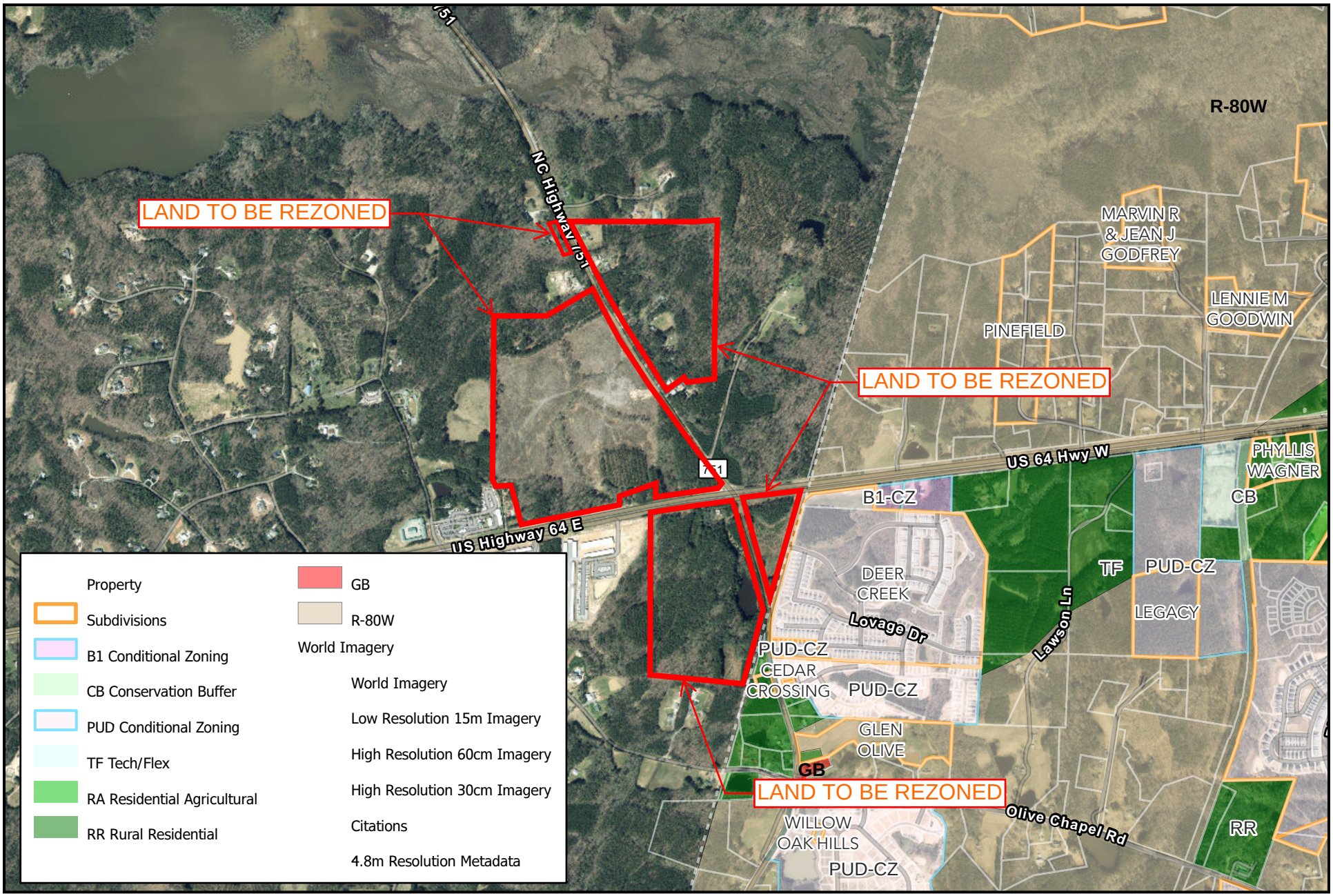
0 0.15 0.3 mi

N

Service Layer Credits:
Esri., Inc., City of Naperville, Illinois
NC CGIA, NC DOT

CHATHAM COUNTY
NORTH CAROLINA

Date: 10/4/2022
Time: 11:28:05 AM



Wake County Zoning Map

N

0 800 1600 3200 ft

1 inch equals 1,600 feet

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

NEIGHBORHOOD MEETING SIGN-IN SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Address: Virtual

Date of meeting: October 27, 2022 Time of meeting: 5:00pm - 7:00pm

Property Owner(s) name(s): _____

Applicant(s): Beacon Development Company

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Rick Pierpont	629 NC Highway 751		[redacted]	X
2.	Suzanne Kennedy-Stoskopf	3512 Olive Chapel Rd Ext	919-819-8308	[redacted]	
3.	Wendy and Ray Hanshew	217 Laurel Springs Way		[redacted]	
4.	Will Gasiorowski	1219 Olives Chapel Rd	919-369-5306	[redacted]	
5.	Katy Gasiorowski	1219 Olives Chapel Rd		[redacted]	
6.	Tim & Steph McKeever	816 NC Highway 751	215-565-6959	[redacted]	
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): _____

Applicant(s): Beacon Development Company

Contact information (email/phone): Maggie Houston / Maggie@beacondevelopment.com / 704-926-1403

Meeting Address: Virtual

Date of meeting: October 27, 2022 Time of meeting: 5:00pm - 7:00pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

I live at 629 NC Highway 751. There's a little strip of land adjacent to me just west of NC 751 that's not my property, but I noticed it's within the project area on the rezoning. What do you plan on doing with this piece of land directly in front of my house?

Applicant's Response:

This is a remnant piece and part of the larger tract that is on the east side of NC 751 which is why it is showing up on the re-zoning. Most likely when NC 751 was built through here it bisected the tract and left a little piece on the western side of NC 751. It is part of the rezoning, however Beacon does not control this tract and currently there are no planned improvements on it.

Question/Concern #2:

I also noticed the land to the south of my property (629 NC Highway 751) is included in the rezoning. Is that planned on being developed?

Applicant's Response:

Yes, that is planned on being a part of the development.

Question/Concern #3:

All projects that we are talking about now are separate from Coca Cola?

Applicant's Response:

Correct, the Coca Cola is separate from this and it is currently in the Site Plan stage of the process.

Question/Concern #4:

When do you expect the Coca Cola plant to be operational?

Applicant's Response:

Currently, we are in the Site Plan stage of the process with the Town of Apex and 1st review comments were just received this week. We anticipate breaking ground in the 2nd quarter around spring of 2023 and we hope to be fully operational by the end of 2024.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Property Owner(s) name(s): _____

Applicant(s): Beacon Development Company

Contact information (email/phone): Maggie Houston / Maggie@beacondevelopment.com / 704-926-1403

Meeting Address: Virtual

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Question/Concern #1:

I'm concerned about the red dots for the Chatham County future employment center and it appears to be incorporating residential areas.

Applicant's Response:

The red dots are really just a graphic representation from Chatham County's land use plan. It's not meant to identify certain parcels or be exact. The County is targeting specific corridors and intersections for employment/growth opportunities and the NC 751 & U.S. 64 intersection is one of them. Undeveloped parcels in this area are being identified and wouldn't be changing the existing use of already developed areas.

Question/Concern #2:

I'm concerned about the wildlife in this area, potential for light pollution that obscures the view of the starts in the sky. Concerned about noise from the construction and how it will affect wild life as it's being developed.

Applicant's Response:

We did have a presentation with the Environmental Advisory board. We are pro-actively looking into the dark sky criteria to provide designs that address these issues. We do recognize these are significant issues and we are keeping in mind wildlife sensitivity, watershed location, etc. We've committed to making significant enhancements for smart lighting, direction lighting, timers, etc. With respect to buffering, we try to be intentional about limiting our disturbance area to maximize tree preservation areas around the site. We want to be conscious about where we are placing our tree preservation areas. Our current phase leaves a significant portion of the property undisturbed.

Question/Concern #3:

Are you planning on running sewage lines near my residence? Also, there is no internet service in the area by my house. Were you planning on running fiber through there?

Applicant's Response:

Part of the development process will be extending water and sewer into our site as part of a public/private partnership with the Town. Ultimately, the Town will own these utilities and they will make the final determination as far as serving adjacent properties with utilities. Currently, we don't have plans to extend fiber through this area, but we do understand that this will be issue and may have to come up with a solution moving forward to provide connectivity to prospective tenants and business within the project area.

Question/Concern #4:

I spoke with Amanda Bunce and I live on the southside of U.S. 64 at 1219 Olives Chapel Rd. I am in the floodplain/wetland areas. I'm concerned about stormwater runoff from the development as I am directly downstream of it.

Applicant's Response:

On stormwater, we committed to increasing stormwater requirements that are over and beyond what the Town code requires. We understand there are sensitive areas. We typically try to keep as much undisturbed buffers as possible between adjacent neighbors to mitigate impacts from our development.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Property Owner(s) name(s): _____

Applicant(s): Beacon Development Company

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Question/Concern #1:

One of the other adjacent developers on a different project put up a chain link fence around there site adjacent to my property. Do you plan on doing this? Also, if there's a way to tie in water/sewer for my property that would be great.

Applicant's Response:

We don't plan on putting any fencing up. We will be extending water/sewer to our site, but at the end of the day it's ultimately the Town's call on where some of these utilities are located to serve future properties outside of our project area. We are planning on sizing pump station for regional capacity and covering the cost to do so. We have made a good faith effort to increase sizing the utility lines to provide future capacity.

Question/Concern #2:

We have safety concerns in regards to the speeding down NC 751 which currently has a speed limit of 55mph. With increased traffic and congestion, we want to make sure this is a priority. We are concerned with wildlife safety as well. Can you also consider putting up signs for deer crossing?

Applicant's Response:

We understand NC 751 is a concern as well as it's intersection with U.S. 64. We do anticipate two full movement signalized intersections along NC 751 north of U.S. 64, but ultimately, NCDOT will have to assess based on traffic analysis. We feel like the presence of signals along NC 751 will help with speeding concerns and NCDOT will evaluate speed limit along this roadway and provide feedback. I don't have answer regarding the signage or wildlife crossing, but will bring this up with our consultant.

Question/Concern #3:

Can you give us more information on the industries you're targeting and planned uses in this area?

Applicant's Response:

It's all going to be market driven, but we believe uses such as bio manufacture, building supply related, research and development, life science, etc.

Question/Concern #4:

You are backing up to the game lands with the corps, and a lot of people regularly go shooting there and on their own private land. It seems like an interesting mix between hunters, shooters, and commercial projects.

Applicant's Response:

Yes, a council member did comment that people do hunt around this area often so we are mindful of that when it comes to providing buffers and setbacks. We are aware of the game lands in the rear and our intention is to front load buildings and preserve as much as we can.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Property Owner(s) name(s): _____

Applicant(s): Beacon Development Company

Contact information (email/phone): Maggie Houston / Maggie@beacondevelopment.com / 704-926-1403

Meeting Address: Virtual

Date of meeting: October 27, 2022 Time of meeting: 5:00pm - 7:00pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

Where would the traffic lights be located along NC 751?

Applicant's Response:

A lot of it is in the concept stage at this point, and NCDOT will make the ultimate call on number of traffic lights and locations, but we anticipate one at the entrance to the phase 1 site for the Coca Cola development along NC 751, and another further north. Once traffic impact analysis is completed, we'll be able to come back and share more details from staff.

Question/Concern #2:

Can you email out the presentation to the email addresses that we provided.

Applicant's Response:

Yes, we can do that.

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Maggie Houston, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Virtual (location/address) on 10/27/2022 (date) from 5:00 PM (start time) to 7:00 PM (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

10/28/2022
Date

By: Maggie Houston

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, MEREDITH E SWANZY, a Notary Public for the above State and County, on this the 28th day of October, 2022.

SEAL

MEREDITH E SWANZY
Notary Public
Mecklenburg
County
NORTH CAROLINA

Notary Public

MEREDITH E SWANZY
Print Name

My Commission Expires: SEPTEMBER 23, 2023

s | Agenda Item | **cover sheet**

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Jeffrey Maynard, Assistant Chief

Department(s): Fire

Requested Motion

Motion to adopt a Resolution declaring a 2002 Sterling Water Tanker (Fleet Number 118) as surplus, and to authorize the sale of same to the Town of Morrisville, without consideration, and to authorize the Purchasing Manager and Town Manager to sign documents necessary to complete the sale.

Approval Recommended?

Yes

Item Details

In October 2022 the fire department received a 2014 KME Water Tanker from Wake County Fire Services through an agreement worked out with former Fire Chief McGee. The water tanker received was from a Wake County department that was closing a station and no longer needed this tanker. The department was approached by the Town of Morrisville Fire Department with an interest in the department's old tanker so a water tanker could be added to their fleet. Allowing the Town of Morrisville to get this tanker will put a second tanker in the CAM system and enhance the abilities to have more water initially dispatched to non-hydranted areas within the Apex Fire District.

Attachments

- Attachment A: Resolution Authorizing Sale of Property to Town of Morrisville

RESOLUTION NO. 23-0124-__

RESOLUTION AUTHORIZING SALE OF
PROPERTY TO TOWN OF MORRISVILLE

WHEREAS, the Town of Apex ("**Town**") owns certain personal property, a Water Tanker vehicle, which is more particularly described as Town of Apex Fleet No. 118 (the "**Property**"); and

WHEREAS, the Town of Morrisville ("**Morrisville**") has requested the Town sell, without consideration, the Property benefit the operations of the Morrisville Fire Department; and

WHEREAS, North Carolina General Statute § 160A-274 permits the Town to, with or without consideration, exchange with, lease to, lease from, sell to or purchase from any other governmental unity any interest in real or personal property; and

WHEREAS, the Town desires to sell, without consideration, the Property to Morrisville for the purpose of

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF APEX HEREBY RESOLVES THAT:

1. In accordance with North Carolina General Statutes § 160A-274, the sale of that Property described above is hereby approved; and

2. The Town Manager and Town Purchasing Manager are authorized to execute any instruments necessary to convey the Property to Morrisville.

Adopted and effective the _____day of _____, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the February 28, 2023 Town Council meeting regarding various amendments to Unified Development Ordinance (UDO).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Requested by Planning Staff:

1. Amendments to Sec. 8.2.6.B.4 *Landscape Buffers Between Land Uses, Land Use Classes* in order to update the use names "Warehousing, general" and "Wholesaling distribution center" and add the use "Warehousing fulfillment center" in the list of Class 6 land uses.

2. Amendments to Sec. 8.3.2.A *Off-Street Parking Schedule "A"* in order to remove the use "Wholesaling, general" from the Commercial Uses section of the table as it is an Industrial Use. This amendment would not change the parking requirement for this use which was recently renamed to "Wholesaling distribution center".

3. Amendments to Sec. 8.3.6.D *Parking Lot Design Standards, Surfacing and Maintenance* in order to allow "Agricultural Uses" to have the option to use gravel parking.

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 14, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to set the Public Hearing for the February 28, 2023 Town Council meeting regarding the adoption of Sustainability Standards for Veridea known as an Environmental Enhancement Plan.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The purpose of the Environmental Enhancement Plan is to set additional or modified sustainability standards for an approved Sustainable Development-Conditional Zoning (SD-CZ) district. Site plan approval, subdivision approval, construction or grading shall not commence within such SD-CZ district unless and until the required sustainability standards are adopted. The proposed plan would be applicable to the following PINs: following PINs: 0730852539, 0730971141, 0740287376, 0740191376, 0740180331, 0740386384, 0741207566, 0740241030, 0740241461, 0740982635, 0740991237, 0740980647, 0740982769, 0740982309, 0740990140, 0740982929, 0740992024, 0740992069, 0740886966, 0740982764, 0740991702, 0740992565, 0740991337, 0740982964, 0740992169, 0740982866, 0730996270, 0740360895, 0741537125, 0741700150, 0741636725, 0741523802, 0740773260, 0740681848, 0740180091, 0741203157, 0740570836, 0740576752, 0740293940, 0740982534

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: February 14, 2023

Item Details

Presenter(s): Dianne Khin, Planning Director

Department(s): Planning

Requested Motion

Conduct a Public Hearing and Possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 5.45 acres, located at 7624 Reams Ct (Bhat Property), Annexation No. 743 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- Attachment A: Annexation Ordinance – Annexation No. 743
- Attachment B: Public Hearing Notice – Annexation No. 743
- Attachment C: Legal Description – Annexation No. 743
- Attachment D: Plat Map – Annexation No. 743
- Attachment E: Arial Map – Annexation No. 743
- Attachment F: Annexation Petition – Annexation No. 743

TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2023-
SATELLITE ANNEXATION PETITION NO. 743
7624 Reams Ct. – 5.45 acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on February 14, 2023, after due notice by posting to the Town of Apex website, http://www.apexnc.org/news/public-notices-legal-ads; and

WHEREAS, the Apex Town Council finds that the area described therein meets the standards of G.S.§160A-58.1(b), to wit:

a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town;

b) No point on the proposed satellite corporate limits is closer to another municipality than to the Town;

c) The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

d) No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

WHEREAS, the Apex Town Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Apex Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of Apex, North Carolina:

Section 1. By virtue of the authority granted by G.S.§160A-58.2, as amended, the described non-contiguous territory is hereby annexed and described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on February 14, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled Satellite Annexation Map for the Town of Apex (PIN#0733-11-4344), dated October 21, 2022 and revised November 15, 2022" and recorded in Book of Maps book number 2023 and page number , Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S.§160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 14th day of February, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____

Laurie L. Hohe
Town Attorney

Legal Description

Being 5.450 acres known as Lot 10 Castlereagh North - Section Ill, having Wake County Pin #0733114344, located in Wake County, North Carolina, having a physical address of 7624 Reams Court, Apex, NC 27523, and being more particularly described as follows:

Beginning at an Existing Iron Pipe located in the centerline of Hickory Mountain Road, an existing private road, also being on the current Town of Apex corporate limits, and having NC grid
coordinates N - 731527.62' E - 2031023.04', being the point and place of beginning.

THENCE North 88 degrees 41 minutes 31 seconds East for a distance of 653.89 feet along the centerline of Hickory Mountain Road to an EIP;

THENCE South 00 degrees 51 minutes 32 seconds West for a distance of 508.13 feet to an EIP,;
THENCE North 69 degrees 14 minutes 35 seconds West for a distance of 216.37 feet to an EIP,;
THENCE North 80 degrees 04 minutes 38 seconds West for a distance of 428.62 feet to an EIP on the right of way of Reams Court;
THENCE along a curve to the left having a radius of 50.00 feet and an arc length of 67.50 feet, being subtended by a chord of North 06 degrees 08 minutes 21 seconds East for a distance of
62.49 feet to an EIP W/CAP on the right of way of Reams Court;
THENCE North 79 degrees 07 minutes 10 seconds East for a distance of 151.32 feet to an EIP,;
THENCE North 37 degrees 19 minutes 32 seconds West for a distance of 316.77 feet to an EIP being the Point and Place of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.45 acres more or less.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Satellite Annexation Ordinance No. 2023-_____, adopted at a meeting of the Town Council, on the 14th day of February, 2023, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 14th day of February, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL)

Media Contact:
Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (January 31, 2023) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **14th day of February, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 743
7624 Reams Ct. (Bhat Property) – 5.45 acres

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 743" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 14, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

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L E G A L D E S C R I P T I O N

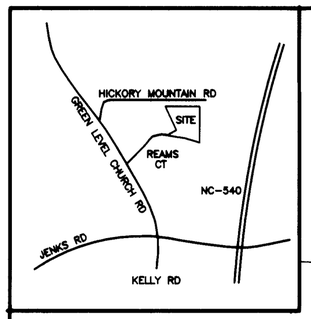
Being 5.450 acres known as Lot 10 Castlereagh North – Section III, having Wake County Pin #0733114344, located in Wake County, North Carolina, having a physical address of 7624 Reams Court, Apex, NC 27523, and being more particularly described as follows:

Beginning at an Existing Iron Pipe located in the centerline of Hickory Mountain Road, an existing private road, also being on the current Town of Apex corporate limits, and having NC grid coordinates N – 731527.62' E – 2031023.04', being the point and place of beginning.

THENCE North 88 degrees 41 minutes 31 seconds East for a distance of 653.89 feet along the centerline of Hickory Mountain Road to an EIP;
THENCE South 00 degrees 51 minutes 32 seconds West for a distance of 508.13 feet to an EIP,;
THENCE North 69 degrees 14 minutes 35 seconds West for a distance of 216.37 feet to an EIP,;
THENCE North 80 degrees 04 minutes 38 seconds West for a distance of 428.62 feet to an EIP on the right of way of Reams Court;
THENCE along a curve to the left having a radius of 50.00 feet and an arc length of 67.50 feet, being subtended by a chord of North 06 degrees 08 minutes 21 seconds East for a distance of 62.49 feet to an EIP W/CAP on the right of way of Reams Court;
THENCE North 79 degrees 07 minutes 10 seconds East for a distance of 151.32 feet to an EIP,;
THENCE North 37 degrees 19 minutes 32 seconds West for a distance of 316.77 feet to an EIP being the Point and Place of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.45 acres more or less.



VICINITY MAP NTS

LEGEND

EIP – EXISTING IRON PIPE
TP – TELEPHONE PEDESTAL
ET – ELECTRIC TRANSFORMER
RCP – REINFORCED CONCRETE PIPE
CMP – CORRUGATED METAL PIPE
HDPE – HIGH DENSITY PLASTIC PIPE
UP – UTILITY POLE
OHL – OVERHEAD LINES
SSMH – SANITARY SEWER MANHOLE
TCE – TEMPORARY CONSTRUCTION EASEMENT
D.B. – DEED BOOK
B.M. – BOOK OF MAPS
NTS – NOT TO SCALE
R/W – RIGHT OF WAY
P/L – PROPERTY LINE

FEMA NOTE

THIS LOT IS NOT LOCATED IN A FLOOD HAZARD AREA PER F.E.M.A. MAP #3720073300J EFF. DATE: 5/2/2006 ZONE X

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
C-1	50.00'	67.50'	77°21'09"	62.49'	N 06°08'21"E

P.O.B.
EIP CONTROL CORNER
N:731527.63
E:2031023.04

GREENMOOR HOA
PIN #0733111627
D.B. 18741 PG. 349
B.M. 2018 PG. 102

OPEN SPACE 2-8

SSMH

CURRENT TOWN OF APEX CORPORATE LIMITS
B.M. 2015 PG. 1346
B.M. 2016 PG. 674

GREENMOOR HOA
PIN #0733115545
D.B. 18741 PG. 349
B.M. 2018 PG. 606

OPEN SPACE 2-7

N 88°41'31"E
653.89'

HICKORY MOUNTAIN ROAD
EXISTING 60' PRIVATE R/W
B.M. 1982 PG. 822
B.M. 2018 PG. 607

15" HDPE
48" CMP
SOIL DRIVE
UP
TCE #1
TCE #2
OHL
UP
SOIL DRIVE

N:731542.55
E:2031676.76
EIP CONTROL CORNER

50' DRAINAGE BUFFER

CREEK
N 37°19'32"W 316.77'

(8)
AMIT CHATTERJEE
VIDYAVATI CHATTERJEE
PIN #0733019398
D.B. 17079 PG. 320
B.M. 1987 PG. 886

PROPOSED TOWN OF APEX CORPORATE LIMITS

S-5
S-15
S-16
30' TOWN OF APEX PUBLIC UTILITY EASEMENT
D.B. 18750 PG. 385
S-4

(10)
5.450 ACRES

ANNEXED AREA SUMMARY
5.450 ACRES NET ANNEXED

COURSE	BEARING	DISTANCE
S-1	N 80°04'38"W	30.01'
S-2	N 11°26'20"E	5.54'
S-3	N 14°20'54"E	167.28'
S-4	N 68°35'34"W	114.69'
S-5	N 00°28'12"W	147.17'
S-6	S 88°23'27"W	9.19'
S-7	N 06°06'18"W	15.31'
S-8	N 84°09'04"E	10.74'
S-9	N 00°28'12"W	13.95'
S-10	N 88°23'27"E	30.01'
S-11	S 00°28'12"E	11.71'
S-12	N 84°05'54"E	18.84'
S-13	S 06°08'49"E	19.77'
S-14	S 88°23'27"W	20.71'
S-15	S 00°28'04"E	127.48'
S-16	S 68°35'34"E	120.92'
S-17	S 14°20'54"W	193.03'
S-18	S 11°27'36"W	3.99'
S-19	S 00°28'12"E	16.06'
S-20	S 00°29'10"E	18.30'

S 00°51'32"E 508.13'

JAINIX, LLC
PIN #0733118281
D.B. 17341 PG. 1696
B.M. 2020–1168

CURRENT TOWN OF APEX CORPORATE LIMITS
B.M. 2020 PG. 1168

PROPOSED TOWN OF APEX CORPORATE LIMITS

REAMS COURT
45' PUBLIC R/W

C-1

DITCH
RIP RAP
EIP
N 79°07'10"E 151.32'
20' DRAINAGE EASEMENT
36" RCP
15" RCP (2)
CREEK
SOIL DRIVE
TP
ET
S 56°06'47"W 667.75'
TIE TO INTERSECTION WITH GREEN LEVEL CHURCH RD.

S-3
S-17
CREEK
CREEK
50' DRAINAGE BUFFER

S-2
S-1
S-18
N 80°04'38"W
428.62'
163.55'

(11)
JOHN & KRISTEL WELDON
PIN #0733104932
D.B. 16653 PG. 1598
B.M. 1987 PG. 886

EIP
N 69°14'35"W 216.37'
PROPOSED TOWN OF APEX CORPORATE LIMITS
EIP

NOTES

AREA BY COORDINATES
NC GRID COORDINATES OBTAINED USING A SPECTRA PRECISION SP 80 GPS UNIT REFERENCED TO NAD 83(2018) IN FEET.

THIS SURVEY DID NOT HAVE THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY MATTERS ONE MAY DISCLOSE.

PROPERTY SUBJECT TO BOTH ABOVE AND/OR BELOW GROUND UTILITIES AND/OR EASEMENTS.

SEE DEED BOOK 18750 PAGE 385 FOR 30' TOWN OF APEX UTILITY EASEMENT.

50' DRAINAGE BUFFER SHOWN PER B.M. 1987 PAGE 886; 50' MEASURED EACH SIDE OF CREEK BANK.

NAD 83(2018)
N

ANNEXATION #_____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA, CERTIFY THAT THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____DAY OF_____, 20_____, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX,_____.
DAY/MONTH/YEAR

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK–SEAL

I, BENTON W. DEWAR, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN_____ PAGE_____. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS _____ AND THAT THE GLOBAL NAVIGATIONAL SATELLITE SYSTEM(GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

CLASS OF SURVEY A
POSITIONAL ACCURACY 0.03'
TYPE OF GPS FIELD PROCEDURE RTK
DATUM/EPOCH NAD 83
DATES OF SURVEY OCTOBER 2022
PUBLISHED/FIXED-CONTROL USE VRS
GEOID MODEL 2018
COMBINED GRID FACTOR 0.9999118277
UNITS US SURVEY FOOT

I, BENTON W. DEWAR, PROFESSIONAL LAND SURVEYOR NO. 3040, CERTIFY: THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

BENTON W. DEWAR, NCPLS – 3040

NORTH CAROLINA PROFESSIONAL SEAL L-3040 LAND SURVEYOR BENTON W. DEWAR

I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED BOOK 10966 PAGE 1947 MAP # 1987 PAGE 886; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES DRAWN FROM INFORMATION FOUND IN BOOK 10966 PAGE 1947; THAT THE RATIO OF PRECISION OR POSITIONAL ACURACY AS CALCULATED IS 10,000+, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 9th DAY OF DECEMBER, A.D. 20 22.

BENTON W. DEWAR, NCPLS – 3040

RECORDED IN BOOK OF MAPS 202___ PAGE _____ WAKE COUNTY REG.

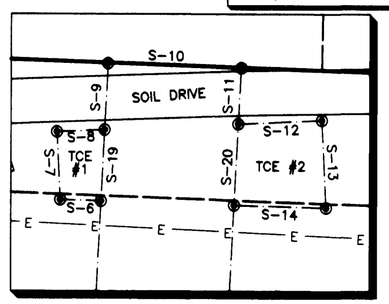
OWNERS

SUNDEEP & NEERA BHAT
622 CARLTON COMMONS LANE
CARY, NC 27519

D.B. 18877 PG. 2673
B.M. 1987 PG. 886

SITE ADDRESS

7624 REAMS COURT
APEX, NC 27523



INSET NOT TO SCALE

BENTON W. DEWAR AND ASSOCIATES
PROFESSIONAL LAND SURVEYOR
5920 HONEYCUTT ROAD
HOLLY SPRINGS, NC 27540
PH. # (919) 552-9813
FAX # (919) 557-2255

50 0 25 50 100 200

SATELLITE ANNEXATION PLAT FOR

THE TOWN OF APEX

LOT 10 CASTLEREAGH NORTH – SECTION III
BOOK OF MAPS 1987 PAGE 886
DEED BOOK 18877 PAGE 2673
WHITE OAK TOWNSHIP
WAKE COUNTY – NORTH CAROLINA

PIN #0733114344
REID #0166251

ZONED RR
TOWN OF APEX

SCALE: 1" = 50'
DATE: OCTOBER 21, 2022
REVISED: 11/15/2022

21–105L
SUNDEEP/21/650

Prepared by Town of Apex Planning Department
January 2023
October 2022 Aerial Photography
Parlier Dr
Greenmoor
Brook Pine Trl
Annexation #743
Spire Bnd
NC 540 Hwy SB
NC 540 Hwy NB
Jainix Green
Reams Ct
Castlereagh North, Section 2
Castlereagh North, Section 3
Green Level Church Rd
540
0
250
500
Feet

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 2022-020 Submittal Date: 10-3-2022

Fee Paid $ 200.00 Check # 1388

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☐ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

SUNDEEP BHAT Owner Name (Please Print)	0733114344 DEED Book 10966 PAGE 1947 Property PIN or Deed Book & Page #
9197981223 Phone	SUNDEEPBHAT@GMAIL.COM E-mail Address
NEERA BHAT Owner Name (Please Print)	0733114344 DEED Book 10966 PAGE 1947 Property PIN or Deed Book & Page #
252 218 2100 Phone	BHATNEERA@GMAIL.COM E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: BENTON W. DEWAR AND ASSOCIATES

Phone: 919 552 9813 Fax:

E-mail Address: BENTONDEWAR@GMAIL.COM

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	5.45	Need water service due to well failure	☐
Population of acreage to be annexed:		Need sewer service due to septic system failure	☐
Existing # of housing units:	0	Water service (new construction)	☒
Proposed # of housing units:	1	Sewer service (new construction)	☒
Zoning District*:	RR	Receive Town Services	☒

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Department of Planning and Community Development with questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2022-020 Submittal Date: 10-3-2022

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

NEERA BHAT
Please Print

N Bhat
Signature

SUNDEEP BHAT
Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Tushorkumar Barot, a Notary Public for the above State and County, this the 29th day of, Sep, 2022.

SEAL

TUSHARKUMAR M BAROT NOTARY PUBLIC My Comm. Expires May 17, 2027 WAKE COUNTY, NC

Tushorkumar Barot
Notary Public

My Commission Expires: May 23rd 2027

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____ day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Limited Liability Company _____

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

Exhibit A

BEGINNING at an iron pipe in the right of way line of the cul-de-sac of Reams Court, a corner with Lot 8 of Castlereagh North - Section III; runs thence with the southern line of said Lot 8, North 82 deg. 21 min. 49 sec. East 148.79 feet (corrected bearing and distance) to an iron pipe, another corner with said Lot 8, thence with the eastern line of said Lot 8 North 34 deg. 04 min. 24 sec. West 316.95 feet (corrected bearing and distance) to an iron pipe in the southern line of the land of D. Herman Morris (now or formerly); thence with the southern line of said D. Herman Morris, South 87 deg 59 min. 36 sec. East 654.14 feet (corrected bearing and distance) to an iron pipe, a common corner of the land herein conveyed and the lands of D. Herman Morris and H.E. Roberts (now or formerly); thence with the western line of said D. Herman Morris, South 02 deg. 27 min. 08 sec. West 508.00 feet (corrected distance) to an iron pipe, the northeastern corner of Lot 11 of Castlereagh North - Section III; thence with the northern line of said Lot 11, North 66 deg. 02 min. 18 sec. West 216.64 feet (corrected bearing and distance) to an iron pipe; thence continuing with the northern line of said Lot 11, North 76 deg. 42 min. 49 sec. West 428.24 feet (corrected bearing and distance) to an iron pipe in the right of way of the cul-de-sac of Reams Court; thence with said right of way of Reams Court, in a northerly direction, in a curve to the left having a radius of 50.00 feet, an arc distance of 68.22 feet (corrected distance) to the point and place of BEGINNING, containing 5.449 acres, and BEING all of Lot 10 of Castlereagh North - Section III, as shown on survey dated December 19, 1988, prepared by Smith & Smith Surveyors, Apex, NC, entitled "Property of Timothy A. Daniels & wife, Faith D. Daniels, White Oak Township, Wake County, NC" and reference is herein made to map recorded in Book of Maps 1987, Page 886, Wake County Registry for Castlereagh North, Section III.

TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01-11-2022 AT 11:57:38
STATE OF NC REAL ESTATE
EXCISE TAX: $490.00
BOOK: 018877 PAGE: 02673 - 02675

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 490.00

CONNOR BUNN PLLC

Parcel Identifier No. 0166251

This instrument was prepared by: S. Bryan Radford, a licensed North Carolina attorney. Delinquent taxes, if any to be paid by the closing attorney, S. Bryan Radford, to the county Tax Collector upon disbursement of the closing proceeds.

THIS DEED made this 5th day of January, 2022, by and between:

GRANTOR:	GRANTEE:
DELORIS LEA GIBSON, unmarried	**SUNDEEP K. BHAT and wife, NEERA H. BHAT** 622 Carlton Commons Lane Cary, NC 27519

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

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

See Attached Exhibit A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10966, Page 1947, Wake County Registry.

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

Submitted electronically by "Connor Bunn Robertson Woodard & Fleming, PLLC"
in compliance with North Carolina st[illegible]ing recordable documents
and the terms of the submitter agree[illegible] Wake County Register of Deeds.

A map showing the above-described property is recorded in Plat Book 1987, Page 886.

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:

Subject to all restrictions, easements, rights of way, permits of record.

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

_____ (Entity Name)

By: _____

Print/Type Name & Title: _____

By: _____

Print/Type Name & Title: _____

By: _____

Print/Type Name & Title: _____

Mrs Deloris Lea Gibson (SEAL)

Print/Type Name: **Deloris Lea Gibson**

_____ (SEAL)

Print/ Type Name: _____

_____ (SEAL)

Print/Type Name: _____

_____ (SEAL)

Print/Type Name: _____

BOBBIE R. GALLOWAY
NOTARY PUBLIC
WILSON COUNTY
STATE OF NORTH CAROLINA

State of NC - County or City of Wilson

I, the undersigned Notary Public of the County or City and State aforesaid, certify that **Deloris Lea Gibson** - 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 11 day of January, 2022

My Commission Expires: 02-04-2024 Bobbie R. Galloway Notary Public

Bobbie R. Galloway
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City 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

Notary's Printed or Typed Name

State of _____ - County or City of _____

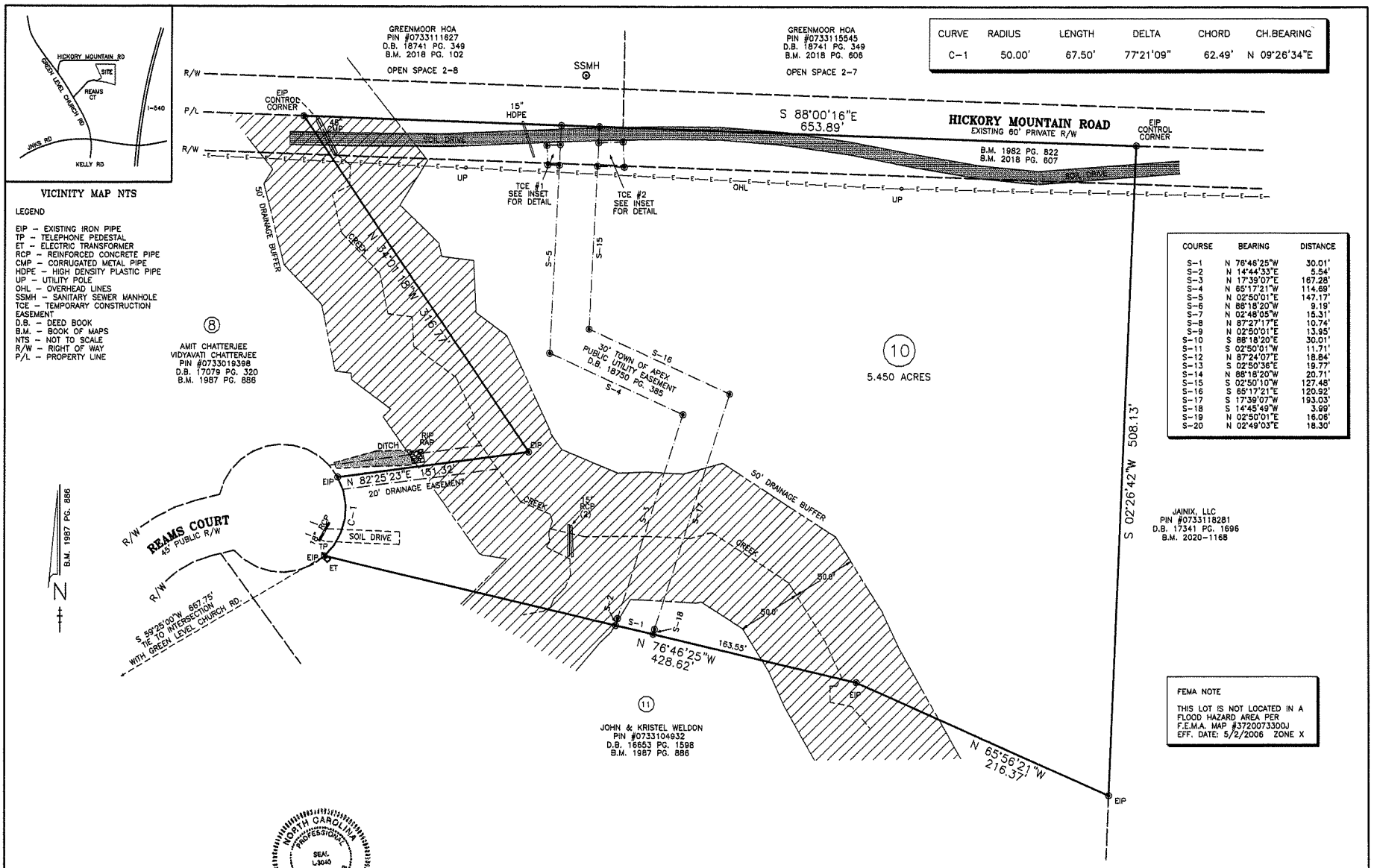
I, the undersigned Notary Public of the County or City and State aforesaid, certify that _____ - personally appeared before me this day and acknowledged the __he is the _____ of _____ a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, __he signed the foregoing 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

Notary's Printed or Typed Name



VICINITY MAP NTS

LEGEND

EIP – EXISTING IRON PIPE
TP – TELEPHONE PEDESTAL
ET – ELECTRIC TRANSFORMER
RCP – REINFORCED CONCRETE PIPE
CMP – CORRUGATED METAL PIPE
HDPE – HIGH DENSITY PLASTIC PIPE
UP – UTILITY POLE
OHL – OVERHEAD LINES
SSMH – SANITARY SEWER MANHOLE
TCE – TEMPORARY CONSTRUCTION EASEMENT
D.B. – DEED BOOK
B.M. – BOOK OF MAPS
NTS – NOT TO SCALE
R/W – RIGHT OF WAY
P/L – PROPERTY LINE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
C-1	50.00'	67.50'	77°21'09"	62.49'	N 09°26'34"E

COURSE	BEARING	DISTANCE
S-1	N 76°46'25"W	30.01'
S-2	N 14°44'33"E	5.54'
S-3	N 17°39'07"E	167.28'
S-4	N 65°17'21"W	114.69'
S-5	N 02°50'01"E	147.17'
S-6	N 86°18'20"W	9.19'
S-7	N 02°48'05"W	15.31'
S-8	N 87°27'17"E	10.74'
S-9	N 02°50'01"E	13.95'
S-10	S 86°18'20"E	30.01'
S-11	S 02°50'01"W	11.71'
S-12	N 87°24'07"E	18.84'
S-13	S 02°50'36"E	19.77'
S-14	N 86°18'20"W	20.71'
S-15	S 02°50'10"W	127.48'
S-16	S 65°17'21"E	120.92'
S-17	S 17°39'07"W	193.03'
S-18	S 14°45'49"W	3.99'
S-19	N 02°50'01"E	16.06'
S-20	N 02°49'03"E	18.30'

FEMA NOTE

THIS LOT IS NOT LOCATED IN A FLOOD HAZARD AREA PER F.E.M.A. MAP #3720073300J EFF. DATE: 5/2/2006 ZONE X

I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1: 10,000+ ; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK MAP 1987 PAGE 886 ; THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS. PER G.S. 47-30 AS AMMENDED.

LICENSE NUMBER AND SEAL THIS 3rd DAY OF JANUARY 2022

PROFESSIONAL LAND SURVEYOR L-3040

THIS PLAT MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

NOTES

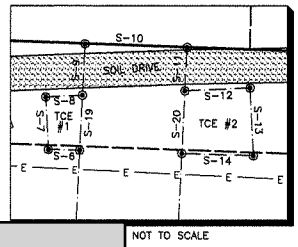
AREA BY COORDINATES
NO HORIZONTAL CONTROL FOUND WITHIN 2000'

THIS SURVEY DID NOT HAVE THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY MATTERS ONE MAY DISCLOSE.

PROPERTY SUBJECT TO BOTH ABOVE AND/OR BELOW GROUND UTILITIES AND/OR EASEMENTS.

SEE DED BOOK 18750 PAGE 385 FOR 30' TOWN OF APEX UTILITY EASEMENT.

50' DRAINAGE BUFFER SHOWN PER B.M. 1987 PAGE 886; 50' MEASURED EACH SIDE OF CREEK BANK.



NOT TO SCALE

0 50 100 150

PHYSICAL SURVEY FOR:

SUNDEEP BHAT
7624 REAMS COURT – APEX, NC 27523

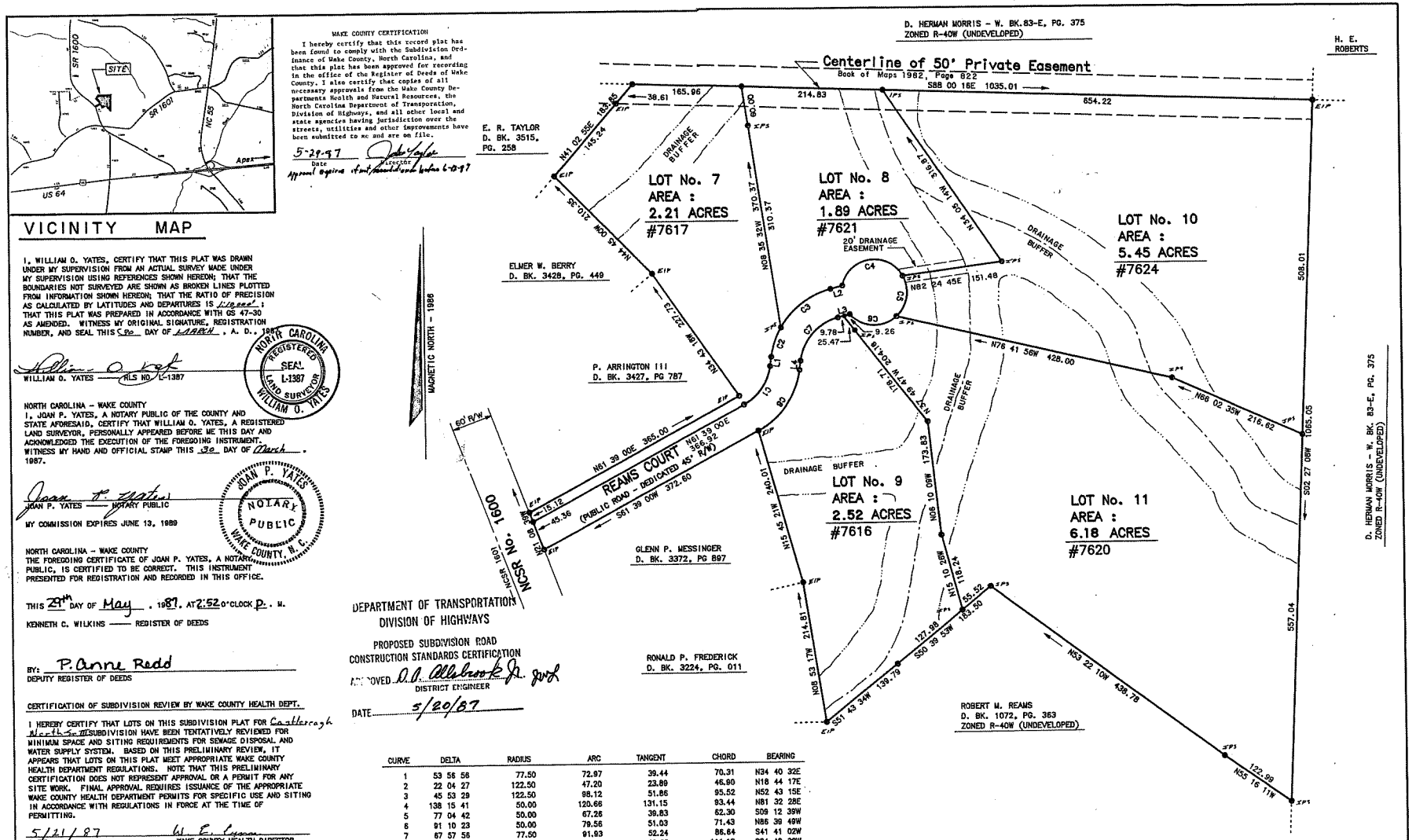
LOT 10 CASTLEREAGH NORTH – SECTION III
BOOK OF MAPS 1987 PAGE 886
DEED BOOK 10966 PAGE 1947
WHITE OAK TOWNSHIP
WAKE COUNTY – NORTH CAROLINA

PIN #0733114344
REID #0166251

ZONED RR
TOWN OF APEX

SCALE: 1" = 50'
DATE: DECEMBER 29, 2021

21-105L
SUNDEEP/21/650



VICINITY MAP

WAKE COUNTY CERTIFICATION

I hereby certify that this record plat has been found to comply with the Subdivision Ordinance of Wake County, North Carolina, and that this plat has been approved for recording in the office of the Register of Deeds of Wake County. I also certify that copies of all necessary approvals from the Wake County Departments Health and Natural Resources, the North Carolina Department of Transportation, Division of Highways, and all other local and state agencies having jurisdiction over the streets, utilities and other improvements have been submitted to me and are on file.

5-29-87 — Date — Director

Approval expires if not recorded and bonded before 6-29-87

I, WILLIAM O. YATES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS Unknown ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 30 DAY OF MARCH , A. D., 1987.

WILLIAM O. YATES — RLS NO. L-1387

NORTH CAROLINA REGISTERED SEAL L-1387 LAND SURVEYOR WILLIAM O. YATES

NORTH CAROLINA - WAKE COUNTY

I, JOAN P. YATES, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT WILLIAM O. YATES, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP THIS 30 DAY OF March , 1987.

JOAN P. YATES — NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 13, 1989

JOAN P. YATES NOTARY PUBLIC WAKE COUNTY, N. C.

NORTH CAROLINA - WAKE COUNTY

THE FOREGOING CERTIFICATE OF JOAN P. YATES, A NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE.

THIS 29th DAY OF May , 1987. AT 2:52 O'CLOCK P. M.

KENNETH C. WILKINS — REGISTER OF DEEDS

BY: P. Anne Redd
DEPUTY REGISTER OF DEEDS

CERTIFICATION OF SUBDIVISION REVIEW BY WAKE COUNTY HEALTH DEPT.

I HEREBY CERTIFY THAT LOTS ON THIS SUBDIVISION PLAT FOR Castlereagh North - Sec. III SUBDIVISION HAVE BEEN TENTATIVELY REVIEWED FOR MINIMUM SPACE AND SITING REQUIREMENTS FOR SEWAGE DISPOSAL AND WATER SUPPLY SYSTEM. BASED ON THIS PRELIMINARY REVIEW, IT APPEARS THAT LOTS ON THIS PLAT MEET APPROPRIATE WAKE COUNTY HEALTH DEPARTMENT REGULATIONS. NOTE THAT THIS PRELIMINARY CERTIFICATION DOES NOT REPRESENT APPROVAL OR A PERMIT FOR ANY SITE WORK. FINAL APPROVAL REQUIRES ISSUANCE OF THE APPROPRIATE WAKE COUNTY HEALTH DEPARTMENT PERMITS FOR SPECIFIC USE AND SITING IN ACCORDANCE WITH REGULATIONS IN FORCE AT THE TIME OF PERMITTING.

5/21/87 — DATE — W. E. Conner — WAKE COUNTY HEALTH DIRECTOR OR AUTHORIZED REPRESENTATIVE

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION
APPROVED O. A. Allbrook Jr. per pvh
DISTRICT ENGINEER
DATE 5/20/87

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	BEARING
1	53 56 56	77.50	72.97	39.44	70.31	N34 40 32E
2	22 04 27	122.50	47.20	23.89	46.90	N18 44 17E
3	45 53 29	122.50	98.12	51.86	95.52	N52 43 15E
4	138 15 41	50.00	120.66	131.15	93.44	N81 32 28E
5	77 04 42	50.00	67.26	39.83	62.30	S09 12 39W
6	91 10 23	50.00	79.56	51.03	71.43	N86 39 49W
7	67 57 56	77.50	91.93	52.24	86.64	S41 41 02W
8	53 56 56	122.50	115.34	62.35	111.13	S34 40 32W

LINE	BEARING	DISTANCE
L1	S 07 42 04 W	14.31
L2	S 75 40 00 W	19.04
L3	N 75 40 00 E	19.04
L4	N 07 42 04 E	14.31

EIP DESIGNATES EXISTING IRON PIPE
IPS DESIGNATES IRON PIPE SET
ECM DESIGNATES EXISTING CONCRETE MONUMENT
CMS DESIGNATES CONCRETE MONUMENT SET
P-K DESIGNATES PARKER-KALON NAIL SET
NAIL DESIGNATES 40D NAIL SET
ERR DESIGNATES EXISTING RAILROAD SPIKE
RRS DESIGNATES RAILROAD SPIKE SET

CASTLEREAGH NORTH - SECTION III

WHITE OAK TOWNSHIP — WAKE COUNTY, N. C.
SCALE: 1 IN. = 100 FT. — MARCH 30, 1987

0 50 100 200 300 400 500 600
SCALE IN FEET

TAX PARCEL 568-6
PIN 0733-10-2800
ZONE R-40W
RECORDED WAKE COUNTY BOOK 1987 , PAGE 886

OWNER:
ROBERT M. REAMS
ROUTE No. 2, BOX No. 176
APEX, NORTH CAROLINA 27502
919-362-6290

AREA CALCULATIONS ARE BY DMD METHOD.

DISCLOSURE OF CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES IS FILED IN THE WAKE COUNTY SUBDIVISION ADMINISTRATION OFFICE OR IN THE OFFICE OF ITS SUCCESSOR AGENCY.

WILLIAM O. YATES LAND SURVEYOR
APEX, NORTH CAROLINA

PROJECT No. 87-33

Drawn by Gene Berrier

PAYMENT DATE
10/03/2022

COLLECTION STATION
Tony Ibanez

RECEIVED FROM
Sundeep & Neera Bhat

DESCRIPTION
Annexation xxx 7624 Reams Ct - 2022-00000020 Check Payment

TOWN OF APEX
P O BOX 250
APEX, NC 27502
(919) 362-8676 - Utility Payments
(919) 249-3418 - Permits Only
(919) 249-3426 - Planning & Zoning Only

BATCH NO.
2023-00000949

RECEIPT NO.
2023-00060224

CASHIER
Tony Ibanez

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PPC	PROJECT PLANNING CENTER FEES Annexation xxx 7624 Reams Ct - 2022-00000020 Check Payment	$200.00

Payments:

Type	Detail	Amount
Check	1388	$200.00

Total Amount: **$200.00**

Custon

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: February 14, 2023

Item Details

Presenter(s): Dianne Khin, Planning Director

Department(s): Planning

Requested Motion

Conduct a Public Hearing and Possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.677 acres, located at 2705 Richardson Road, Annexation No. 751 into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- Attachment A: Annexation Ordinance – Annexation No. 751
- Attachment B: Public Hearing Notice – Annexation No. 751
- Attachment C: Legal Description – Annexation No. 751
- Attachment D: Plat Map – Annexation No. 751
- Attachment E: Arial Map – Annexation No. 751
- Attachment F: Annexation Petition – Annexation No. 751

TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2023-
ANNEXATION PETITION NO. 751
2705 Richardson Road – 3.677 acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on February 14, 2023, after due notice by posting to the Town of Apex website, http://www.apexnc.org/news/public-notices-legal-ads; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-31, as amended.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of Apex, North Carolina:

Section 1. By virtue of the authority granted by G.S.§160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on February 14, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex, Buckhorn Township, Wake County, North Carolina (PIN#0721.03-43-1773), dated November 23, 2021" and recorded in Book of Maps book number 2023 and page number _____, Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S.§160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 14th day of February, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

BEGINNING at a ½" iron pipe found on the eastern right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public Right of Way), said iron pipe having N.C. Grid Coordinates (NAD 83/2011) of N=713,620.70, E=2,024,845.08, thence from said BEGINNING point, crossing said right of way, North 89°01'46" West 66.82 feet to a rebar found on the western right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public Right of Way), thence leaving said right of way North 89°01'46" West 1,024.21 feet to a rebar found, thence North 02°27'05" East 199.92 feet to a 1"iron pipe found, thence South 88°07'58" East 759.35 feet to an axle found, thence South 01°06'18" West 148.45 feet to an axle found, thence South 88°20'21"East 270.10 feet to a rebar set on the western right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public Right of Way), thence crossing said right of way South 88°20'21" East 66.59 feet to a rebar set on the eastern right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public

Right of Way), thence along said right of way South 16°16'50" West 36.77 feet to the point and place of BEGINNING containing 3.677 Acres more or less.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2023-_____, adopted at a meeting of the Town Council, on the 14th day of February, 2023, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 14th day of February, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL)

Media Contact:
Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (January 31, 2023) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **14th day of February, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 751
2705 Richardson Road – 3.677 acres

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 751" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 14, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

2705 Richardson Rd Annexation

BEGINNING at a ½" iron pipe found on the eastern right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public Right of Way), said iron pipe having N.C. Grid Coordinates (NAD 83/2011) of N=713,620.70, E=2,024,845.08, thence from said BEGINNING point, crossing said right of way, North 89°01'46" West 66.82 feet to a rebar found on the western right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public Right of Way), thence leaving said right of way North 89°01'46" West 1,024.21 feet to a rebar found, thence North 02°27'05" East 199.92 feet to a 1"iron pipe found, thence South 88°07'58" East 759.35 feet to an axle found, thence South 01°06'18" West 148.45 feet to an axle found, thence South 88°20'21"East 270.10 feet to a rebar set on the western right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public Right of Way), thence crossing said right of way South 88°20'21" East 66.59 feet to a rebar set on the eastern right of way of Mt. Zion Church Road (S.R. 1146)(Variable Width Public Right of Way), thence along said right of way South 16°16'50" West 36.77 feet to the point and place of BEGINNING containing 3.677 Acres more or less.

ANNEXATION# 751

I, ALLEN COLEMAN, CMC, NCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____DAY OF _____, _____, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, ____/____/____ (DAY / MONTH / YEAR)

ALLEN COLEMAN, CMC, NCCC, TOWN CLERK
-SEAL-

3.677 ACRES
(INCLUSIVE OF POSSIBLE UNDERLAP AREA AND AREA IN R/W)

LECTOR MARIE R. ATWATER
D.B. 18498, PG. 1349
D.B. 15898, PG. 1551 (LESS)
D.B. 15898, PG. 1547 (LESS)
B.M. 2015, PG. 128
PIN 0721.03-43-1773
(SEE REF. 5)

2705 RICHARDSON RD.

3.386 ACRES

POSSIBLE UNDERLAP AREA
0.237 ACRES
(INCLUSIVE OF UNDERLAP AREA IN R/W)

ANNEXATION AREA
3.677 ACRES (TOTAL AREA TO BE ANNEXED INCLUDING AREA IN R/W)

AREA IN R/W
0.054 ACRES

10' RCA PERIMETER TYPE 'B' BUFFER
B.M. 2019, PG. 2207-2209

BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.
D.B. 18075, PG. 745
RCA #4 AND SCM #1
BUCKHORN PRESERVE-PH 3A
B.M. 2019, PG. 2207-2209
PIN 0721.03-34-5696

BARONIAL STREET
(50' PUBLIC R/W)
B.M. 2019, PG. 2207-2209

10' TYPE 'B' PERIMETER BUFFER
B.M. 2019, PG. 2207-2209

BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.
D.B. 18075, PG. 745
OPEN SPACE - PHASE 3A
BUCKHORN PRESERVE - PHASE 3A
B.M. 2019, PG. 2207-2209
PIN 0721.03-33-7736

ANTHONY RICHARDSON
DELOIS RICHARDSON
D.B. 16301, PG. 187
TRACT 3
B.M. 2000, PG. 2192
PIN 0721.03-44-2048

50' TOWN OF APEX RIPARIAN BUFFER
(FROM EACH SIDE OF TOB)
(SEE NOTE 3)

10' TEMPORARY CONSTRUCTION EASEMENT
D.B. 18050, PG. 2658

30' TOWN OF APEX UTILITY EASEMENT
D.B. 18050, PG. 2658

10' TEMPORARY CONSTRUCTION EASEMENT
D.B. 18555, PG. 292

VARIABLE WIDTH TOWN OF APEX UTILITY EASEMENT
D.B. 18555, PG. 292

60' ACCESS EASEMENT
D.B. 2191, PG. 87
B.M. 2001, PG. 2221

NEW APEX CORPORATE LIMITS

EXISTING APEX CORPORATE LIMITS

DOROTHY MAE RICHARDSON HEIRS
W.B. 2004-E-1483
D.B. 4434, PG. 495 (BACK)
B.M. 1987, PG. 1142
PIN 0721.03-43-6885

R/W IS BASED ON NCDOT PLAN AND DEEDS AND MAPS LISTED IN REFERENCE 1. PAVEMENT IS NOT CENTERED ON R/W.

RCA & PRIVATE LANDSCAPE EASEMENT
B.M. 2015, PG. 128

TOWN OF APEX ELECTRIC UTILITY EASEMENT
D.B. 15267, PG. 1866

10' TYPE "B" BUFFER
B.M. 2022, PG. 65-67

20' TOA PUBLIC UTILITY EASEMENT
B.M. 2022, PG. 65-67

20' TOA PUBLIC SEWER EASEMENT
B.M. 2022, PG. 65-67

R/W DEDICATION
B.M. 2022, PG. 65-67

RCA 1
(SEE REF. 2)

OPEN SPACE 1
(INCLUSIVE OF RCA2 AREA)
(SEE REF. 3)

OPEN SPACE 3
(INCLUSIVE OF RCA 5 AREA)
(SEE REF. 4)

FLORINE DRIVE
(50' PUBLIC R/W)
B.M. 2022, PG. 65-67

KING'S GRANT
B.M. 2022, PG. 65-67

LOT 23
LOT 24
LOT 25
LOT 26

LOT 2
B.M. 2015, PG. 1740
B.M. 2015, PG. 410

LOT 1
B.M. 2015, PG. 1740
B.M. 2015, PG. 410

LOT 2A
B.M. 2022, PG. 283-284

LOT 2B
B.M. 2022, PG. 283-284

LOT 2C
B.M. 2022, PG. 283-284

BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.
D.B. 17473, PG. 551
OPEN SPACE - PHASE 2A
BUCKHORN PRESERVE - PHASE 2A
B.M. 2019, PG. 557-560
PIN 0721.03-33-6396

BUCKHORN PRESERVE PHASE 2A
B.M. 2019, PG. 557-560

EXISTING APEX CORPORATE LIMITS

RICHARDSON ROAD (PUBLIC R/W) SR. 1145
B.M. 1984, PG. 1690
B.M. 2018, PG. 1041-1051

MT. ZION CHURCH ROAD
SR. 1146
(VARIABLE WIDTH PUBLIC R/W)
(SEE REF. 1 & R/W NOTES)

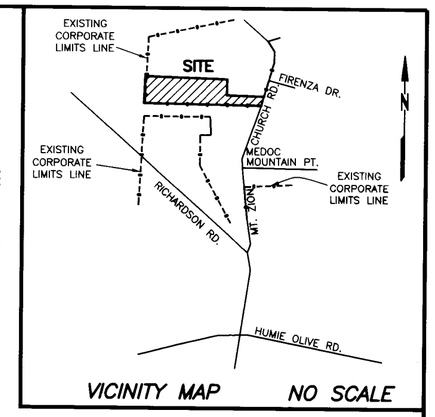
SINGLE WIDE MOBILE HOME
DILAPIDATED SHED
WOOD SHED
GRAVEL DRIVEWAY
WELL
GRAVEL DRIVEWAY TO RICHARDSON RD.

N 02°27'05" E 199.92'
S 88°07'58" E 759.35'
N 01°10'05" E 714.14' (TIE)
S 01°06'18" W 148.45'
S 88°20'21" E 336.69'
S 88°02'10" E 1090.71' (UNDERLAP)
N 89°01'45" W 1091.03'
N 02°45'14" E 360.81' (TIE)
S 02°27'05" W 564.24' (TIE)

N.C.G.S. "STALEY"
NAD 83 (2011)
N.C. GRID COORDS
N=727,821.36
E=2,043,644.97

POB
1/2" IPF
N.C. GRID COORDS
N=713,620.70
E=2,024,845.08

N.C. GRID NORTH
NAD 83 (2011)
GRID TIE BY GPS (VRS)
N.C. GEODETIC SURVEY STATION NETWORK
DATED 11/18/19
COMBINED GRID FACTOR 0.999893



VICINITY MAP NO SCALE

REFERENCES:
1. MT. ZION CHURCH ROAD R/W(MAINTAINED LIMITS)
   D.B. 15225, PG. 2331
   D.B. 14400, PG. 67
   D.B. 15472, PG. 2455
   B.M. 2015, PG. 410
   B.M. 2015, PG. 1740
   B.M. 2015, PG. 128
2. TRI POINTE HOMES HOLDINGS, INC.
   D.B. 18901, PG. 2605
   RCA 1
   KING'S GRANT
   B.M. 2022, PG. 65-67
   PIN 0721.03-33-8527
3. TRI POINTE HOMES HOLDINGS, INC.
   D.B. 18901, PG. 2605
   OPEN SPACE 1
   KING'S GRANT
   B.M. 2022, PG. 65-67
   PIN 0721.03-43-2536
4. TRI POINTE HOMES HOLDINGS, INC.
   D.B. 18901, PG. 2605
   OPEN SPACE 3
   KING'S GRANT
   B.M. 2022, PG. 65-67
   PIN 0721.03-43-6375
5. MAP BY ROBINSON & PLANTE, P.C. ENTITLED "BOUNDARY SURVEY OF LECTOR MARIE R. ATWATER PROPERTY", AND DATED 11-23-21.

LEGEND
(POB)-POINT OF BEGINNING
(REF.)-REFERENCE
(IPF)-IRON PIPE FOUND
(RBF)-REBAR FOUND
(RBS)-REBAR SET
(BIPF)-BENT IRON PIPE FOUND
(SQIBF)-SQUARE IRON BAR FOUND
(MNF)-MAG NAIL FOUND
(NF)-NAIL FOUND
(X)-CALCULATED POINT
(PP)-POWER POLE
(GW)-GUY WIRE
(OHPL)-OVERHEAD POWERLINE
(UGFOM)-UNDERGROUND FIBER OPTIC MARKER
(SD)-SATELLITE DISH
(TOB)-TOP OF BANK
(R/W)-RIGHT OF WAY
(C/L)-CENTERLINE
(BWF)-BARB WIRE FENCE
[_ _]-SUBAREA

MT. ZION CHURCH ROAD RIGHT OF WAY NOTE:
1. RIGHT OF WAY SETUP FROM EXISTING PAVEMENT, NCDOT PLAN FOR WBS ELEMENT 5C.092026 SECONDARY RD. 1146-MT. ZION CHURCH RD., AND DEEDS AND MAPS LISTED UNDER REFERENCE 1. DEED BOOKS LISTED IN REFERENCE 1 CALL FOR A 60' NCDOT R/W EASEMENT CENTERED ON ROAD AS BUILT. RIGHT OF WAY SHOWN AND SETUP BY OTHERS IN REFERENCES AS SHOWN IS NOT CENTERED OVER THE PAVEMENT IN PLACES.

ENCROACHMENTS NOTE:
1. ENCROACHMENTS SHOWN ARE VISIBLE PHYSICAL CONDITIONS LOCATED DURING THE COURSE OF THE SURVEY AND ARE NOT TO BE INTERPRETED AS A LEGAL DETERMINATION AS TO WHETHER THEY ARE TRUE ENCROACHMENTS.

NOTES:
1. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE EXAMINATION HAS BEEN DONE BY ROBINSON & PLANTE, P.C.
2. THE PROPERTY SURVEYED IS IN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM MAP NO. 3720072100K, PANEL 0721, MAP REVISED JULY 19, 2022.
3. RIPARIAN BUFFERS SHOWN PER SOIL & ENVIRONMENTAL CONSULTANT, PA WETLAND SKETCH MAP FOR 2600 MT. ZION CHURCH ROAD, APEX, NC 27502, PROJECT NO. 13855.W1 AND DATED 2/24/2020.

NOTE:
MISCLOSURE WAS DISTRIBUTED BY THE COMPASS METHOD. THE DISTANCES ON THIS MAP ARE ADJUSTED HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREA CALCULATED BY COORDINATE COMPUTATION.

0 60 120 180
SCALE IN FEET

☑ C. 1. THAT THE 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.

NORTH CAROLINA
WAKE COUNTY
I STUART E. PLANTE III CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DESCRIPTION RECORDED IN REFERENCES AS SHOWN, THAT THE BOUNDARIES NOT SURVEYED ARE DASHED AND DRAWN FROM REFERENCES AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1: 19,736 +; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 3rd DAY OF JANUARY, 2023 A.D.,

Stuart E. Plante III
LICENSE NO. L-4432 PROFESSIONAL LAND SURVEYOR

NORTH CAROLINA PROFESSIONAL SEAL L-4432 LAND SURVEYOR STUART E. PLANTE III

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 16°16'50" W	36.77'
L2	S 16°18'37" W	65.03'
L3	N 88°47'57" W	3.42'
L4	N 16°18'37" E	37.60'

OWNERS:
LECTOR MARIE R. ATWATER
2504 MOUNT ZION CHURCH RD.
APEX, NC 27502

REVISIONS	CONTIGUOUS ANNEXATION MAP FOR THE TOWN OF APEX		ROBINSON & PLANTE, P.C. LAND SURVEYING C-2687 970 TRINITY ROAD RALEIGH, NC 27607 PHONE: (919)859-6030	
	TOWNSHIP: BUCKHORN	COUNTY: WAKE	SURVEY DATE: 11-23-2021	SURVEYED BY: KG
	STATE: NORTH CAROLINA		SCALE: 1"=60'	DRAWN BY: KW
	ZONE: RR	PIN 0721.03-43-1773	CHECKED & CLOSURE BY: SEP	FILE: ATWATERLOTA

Annexation #751
Mt Zion Church Rd
Elk Knob Trl
Baldhead Island Dr
Parkside PUD
Firenza Dr
Baronial St
Buckhorn Preserve
Thirlestane Dr
Kings Knot Ct
McKenzie Ridge
Florine Dr
Kings Grant
0
250
500
Feet
January 2023
October 2022 Aerial Photography
Prepared by: Town of Apex Planning Department

PETITION FOR VOLUNTARY ANNEXATION
Town of Apex, North Carolina

ANNEXATION PETITION SUBMISSION: Applications are due by 12:00 pm on the first business day of each month. See the "Annexation Petition Schedule" on the website for details.

ANNEXATION FEE: $200.00

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. A petition submitted pursuant to North Carolina General Statute 160A-58.1 need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee

ELECTRONIC SUBMITTAL REQUIREMENTS: IDT Plans

- Town of Apex Petition for Annexation
- Written Metes and Bounds Legal Description: Submit original PDF. Scanned documents will not be accepted.
- Electronic plat submittal (18" x 24")

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Department of Planning and Community Development and upload an electronic copy of the application, legal description and Annexation Plat via IDT Plans.
- **REVIEW BY STAFF:** The Planning and Community Development Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) Mylar annexation plats to the Department of Planning and Community Development by the due date on the attached Annexation Schedule.
- **1ST TOWN COUNCIL MEETING:** This Town Council Meeting is typically held the second Tuesday of each month. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.
- **LEGAL ADVERTISEMENT:** A legal advertisement will be published on the Town of Apex's website no more than 25 days and no less than 10 days prior to the date of the public hearing.
- **2ND TOWN COUNCIL MEETING/PUBLIC HEARING:** This Town Council Meeting is typically held the fourth Tuesday of each month. The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Apex.
- **RECORDATION:** If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plats recorded at the Wake County or Chatham County Register of Deeds, as appropriate. Wake County or Chatham County will keep one of the recorded plats, one copy will be returned to the Department of Planning and Community Development, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Director Michael Deaton at 919-249-3413 or michael.deaton@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

- Apply for a plumbing permit with the Building Inspections and Permitting Department.
- The plumbing permit and associated costs for water and/or sewer will be included with the permit.

Please refer to the Town of Apex Fee Schedule for the list of current fees.

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____ Submittal Date: _____

Fee Paid $ _____ Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☑ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ■ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Lector Marie R Atwater Owner Name (Please Print)	0721.03-43-1773 Property PIN or Deed Book & Page #
919-427-1681 (Brandon Poythress) Phone	brandon.poythress@halliam.com E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Stuart E Plante III of Robinson & Plante, P.C.

Phone: 919-859-6030 Fax: _____

E-mail Address: buddy@robinsonplante.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	3.677	Need water service due to well failure	☐
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☑
Proposed # of housing units:	1	Sewer service (new construction)	☑
Zoning District*:	RR	Receive Town Services	☑

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Department of Planning and Community Development with questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Lector M. Atwater Please Print	by Douglas Brown, POA Signature
_____ Please Print	_____ Signature
_____ Please Print	_____ Signature
_____ Please Print	_____ Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paul Stam, a Notary Public for the above State and County, this the 30 day of, November 20 22.

SEAL

PAUL STAM NOTARY PUBLIC My Commission Expires 05-08-2024 WAKE COUNTY, NC

_____
Notary Public

My Commission Expires: May 8, 2024

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____ day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Limited Liability Company _____

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20_____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

VOLUNTARY ANNEXATION-PLAT CHECKLIST

FOR APPLICANT USE ONLY

PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS			
IDT Website	Contractor's Plan Room	UDO	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	DDM	Design & Development Manual

CONTACT INFORMATION			
Department of Planning and Community Development	(919) 249-3426	Soil & Erosion Control Officer	(919) 249-1166
Parks, Recreation, and Cultural Resources Department	(919) 372-7468	Electric Utilities Department	(919) 249-3342
Transportation Engineer	(919) 249-3358	Stormwater & Utility Engineering	(919) 249-3413

#	REQUIRED PLAT ITEMS
1	The exact boundary lines of the area to be annexed fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2	Show and label any utility easements with metes and bounds.
3	Accurate locations and descriptions of all monuments, markers, and control points.
4	Ultimate right-of-way widths on all streets.
5	Entitle "ANNEXATION MAP for the TOWN OF APEX" or "SATELLITE ANNEXATION MAP for the TOWN OF APEX", as appropriate.
6	Name of property owner.
7	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9	Names of the township, county, and state.
10	A detailed vicinity map.
11	Include address of property if assigned.
12	Show all contiguous or non-contiguous town limits.
13	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation # _____ I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20___, by the Town Council. I set my hand and seal of the Town of Apex, _____. Day/Month/Year _____ Allen Coleman, CMC, NCCCC, Town Clerk -Seal-
14	Leave 2 inch by 2 inch space for the Wake County or Chatham County Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: February 14, 2023

Item Details

Presenter(s): Robert Patterson, P.E., Senior Engineer

Department(s): Water Resources – Stormwater Engineering

Requested Motion

Public Hearing and possible motion regarding various amendments to the Soil Erosion and Sedimentation Control requirements in Sections 5-142 through 5-162 of Article X of Chapter 5 of the Town of Apex Code of Ordinances.

Approval Recommended?

Yes

Item Details

The revisions to the ordinance are needed to stay in compliance with the state's requirements for delegated erosion and sediment control (E&SC) programs. Revisions are based on comments from NC Department of Environmental Quality (DEQ) during their 2022 audit of the Town's erosion control program, informal review comments from the NC Sedimentation Control Commission (SCC), and to reflect various changes NCDEQ has made to their Model Ordinance.

Attachments

- Attachment A: Ordinance Amending Soil Erosion and Sedimentation Control Requirements in Sections 5-142 through 5-162 of Article X of Chapter 5 of the Town of Apex Code
- Attachment B: NCDEQ 2021 Model Ordinance
- Attachment C: NC SCC November 15, 2022 Agenda

ORDINANCE NO. 2023-0214-_____

AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 5 "SOIL EROSION AND SEDIMENTATION CONTROL" OF THE TOWN OF APEX CODE OF ORDINANCES

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apex as follows:

Section 1. That Sections 5-142, 5-143, 5-144, 5-145, 5-146, 5-147, 5-148, 5-149, 5-150, 5-153, 5-154, 5-155, 5-156, 5-157, 5-158, 5-159, 5-160, 5-161, and 5-162 of Article X of Chapter 5 of the Town of Apex Code of Ordinances are hereby amended as shown below with additions shown by underlined text and deletions shown as struck-through text:

Sec. 5-142. - Purposes.

This article is adopted for the purposes of:

(1) Regulating certain land-disturbing activity within the corporate limits of the ~~town~~ Town and within the extraterritorial jurisdiction (ETJ) of the ~~town~~ Town to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses, and other public and private property by sedimentation; and

(2) Establishing procedures through which these purposes can be fulfilled.

(Ord. of 7-16-96, § 2; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-143. - Definitions.

As used in this article, unless the context clearly indicates otherwise, the following definitions apply:

Accelerated erosion means any increase over the rate of natural erosion as a result of land-disturbing activity.

Act means the North Carolina Sedimentation Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.

Adequate erosion control measure, structure, or device means one which controls the soil material within the land area under responsible control of the ~~person~~ Person conducting the land-disturbing activity.

Affiliate means a ~~person~~ Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of another ~~person~~Person.

Being conducted means a land-disturbing activity has been initiated and ~~permanent stabilization of the site has not been completed~~not deemed complete by the Town.

Borrow means fill material which is required for on-site construction and is obtained from other locations.

Buffer zone means the strip of land adjacent to a lake or natural watercourse to remain undisturbed and in its natural state.

Calendar days means all days inclusive of Saturday and Sunday. Federal and State Holiday~~'~~s are not Calendar days for the purpose of this Article.

Certificate of compliance means a certificate issued by the ~~t~~Town once all the measures shown on the approved soil erosion and sedimentation control plan are installed, inspected and approved.

Certificate of completion means a certificate issued by the Town when the project is completed and all the temporary measures shown on the approved soil erosion and sedimentation control plan have been removed, permanent measures have been installed, and all disturbed areas have been stabilized.

Commission means the North Carolina Sedimentation Control Commission.

Completion of construction or development means that no further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.

Construction site waste management plan means the Town's plan for containing, managing and disposing of building materials, other waste materials and general good housekeeping of the building site. A copy of the plan is available on the Town website at the following link: http://www.apexnc.org/269/Soil-Erosion-Sedimentation-Control.

Department means the North Carolina Department of Environmental ~~, Health, and Natural Resources~~Quality.

Director means the director of the ~~division~~ Division of Energy, Mineral and L~~l~~and ~~resources~~ Resources of the ~~d~~Department of ~~environment~~Environmental~~, health, and natural resources~~Quality.

Discharge point or *Point of Discharge* means that point at which runoff leaves a tract of land or enters a ~~water body~~lake or natural watercourse or public storm drainage system.

~~*District* means the Wake Soil and Water Conservation District created pursuant to G.S. ch. 139.~~

Energy dissipater means a structure or a shaped channel section with mechanical armoring placed at the outlet of pipes or conduits to receive and break down the energy from high velocity flow.

Erosion means the wearing away of land surface by the action of wind, water, gravity, or any combination thereof.

Ground cover means any natural vegetative growth or other material which renders the soil surface stable against accelerated erosion.

~~*High quality waters* means those classified as such in 15A NCAC 2B.0101(e)(5), General Procedures, which is incorporated herein by reference to include further amendments pursuant to G.S. 150B-14(c).~~

~~*High quality water (HQW) zones* means areas that are within one mile and drain to waters designated as HQWs.~~

Lake or natural watercourse means any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary, and any reservoir, lake or pond, natural or impounded, in which sediment may be moved or carried in suspension, and which could be damaged by accumulation of sediment.

Land-disturbing activity means any use of the land within the corporate limits or extraterritorial jurisdiction of the T~~t~~own by any ~~person~~ Person in residential, industrial, educational, institutional, or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.

Letter of soil erosion and sedimentation control plan approval means a letter issued by the T~~t~~own, only after a complete soil erosion and sedimentation control application package is submitted and reviewed, ~~tree protection fencing is installed and inspected~~and the performance guarantee has been provided~~,~~ indicating approval of the proposed soil erosion and sedimentation control plan.

Local government means any county, incorporated village, town, or city, or any combination of counties, incorporated villages, towns, and cities, acting through a joint program pursuant to the provisions of the Act.

Natural erosion means the wearing away of the earth's surface by water, wind, or other natural agents under natural environmental conditions undisturbed by man.

Parent means an affiliate that directly, or indirectly through one or more intermediaries, controls another ~~person~~Person.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body, or other legal entity.

Person conducting land-disturbing activity means any ~~person~~ Person who may be held responsible for a violation unless expressly provided otherwise by this article, the Act, or any order adopted pursuant to this article or the Act.

Person responsible for the violation as used in this article, and G.S. 113A-64, means:

(1) The developer or other ~~person~~ Person who has or holds himself out as having financial or operational -control over the land-disturbing activity; or

(2) The landowner or ~~person~~ Person in possession or control of the land when he has directly or indirectly allowed the land-disturbing activity or has benefited from it or he has failed to comply with any provision of this article, the Act, or any order adopted pursuant to this article or the Act as imposes a duty upon ~~him~~that Person.

Phase of grading means one of two types of grading, rough or fine.

Soil erosion and sedimentation control plan or *Plan* means plan to control soil erosion and sedimentation and to protect associated riparian buffers.

Sediment means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity, or ice from its site of origin.

Sedimentation means the process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity or into a lake or natural watercourse.

Siltation means sediment resulting from accelerated erosion which is settleable or removable by properly designed, constructed, and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.

Storm drainage facilities means the system of inlets, conduits, channels, ditches and appurtenances which serve to collect and convey stormwater through and from a given drainage area.

Stormwater runoff means the direct runoff of water resulting from precipitation in any form.

Subsidiary means an affiliate that is directly or indirectly through one or more intermediaries, controlled by another ~~person~~Person.

Ten-year storm means the surface runoff resulting from a rainfall of an intensity expected to be equaled or exceeded, on the average, once in ten years, and of a 24-hour duration which will produce the maximum peak rate of run-off, for the watershed of interest under average antecedent wetness conditions.

The Ttown means the Town of Apex, North Carolina.

Tract means all contiguous land and bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.

Twenty-five-year storm means the surface runoff resulting from a rainfall of an intensity expected to be equaled or exceeded, on the average, once in 25 years, and of a 24-hour duration which will produce the maximum peak rate of runoff, from the watershed of interest under average antecedent wetness conditions.

Uncovered means the removal of ground cover from, on, or above the soil surface.

Undertaken means the initiating of any activity, or phase of activity, which results or will result in a change in the ground cover or topography of a tract of land.

Velocity means the average velocity of flow through the cross section of the main channel at the peak flow of the storm of interest. The cross section of the main channel shall be that area defined by the geometry of the channel plus the area of flow below the flood height defined by vertical lines at the main channel banks. Overload flows are not to be included for the purpose of computing velocity of flow.

Waste means surplus materials resulting from on-site construction and disposed of at other locations.

~~*Working days* means days exclusive of Saturday and Sunday during which weather conditions or soil conditions permit land-disturbing activity to be undertaken.~~

(Ord. of 7-16-96, § 3; Ord. No. 05-0719-11, § 1, 7-19-05)

Cross reference— Definitions and rules of construction generally, § 1-3.

Sec. 5-144. - Exclusions.

This article shall not apply to the following land-disturbing activities:

(1) Activities, including the breeding and grazing of livestock, and production and activities relating or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, and all other forms of agriculture undertaken on agricultural

land for the production of plants and animals useful to man, including, but not limited to:

a. Forages and sod crops, grains and feed crops, tobacco, cotton, and peanuts.
b. Dairy animals and dairy products.
c. Poultry and poultry products.
d. Livestock, including beef cattle, llamas, sheep, swine, horses, ponies, mules, and goats.
e. Bees and apiary products.
f. Fur-producing animals.
f.g. Mulch, ornamental plants and other horticultural products. For purposes of this section "mulch" means substances composed primarily of plant remains or mixtures of such substances.

(2) Activities undertaken on forestland for the production and harvesting of timber and timber products and conducted in accordance with best management practices set out in forest Forest practice Practice guidelines Guidelines related Related to water Water qualityQuality (Best Management Practices), as adopted by the North Carolina Department of Agriculture and Consumer Servicesdepartment. If land-disturbing activity undertaken on forestland for the production and harvesting of timber and timber products is not conducted in accordance with standards defined by the Forest Practice Guidelines Related to Water Qualityforest practice guidelines related to water quality, the provisions of this article shall apply to such activity and any related land-disturbing activity on the tract; and

(3) Activities for which a permit is required under the Mining Act of 1971, Article 7 of Chapter 74 of the N.C. General StatutesG.S. ch. 74, art. 7.

(4) Land-disturbing activity over which the state has exclusive regulatory jurisdiction as provided in G.S. 113A-56(a).

(5) For the duration of an emergency, activities essential to protect human life.

(6) For the purpose of fighting fires.Activities undertaken to restore the wetland functions of converted wetlands to provide compensatory mitigation to offset impacts permitted under Section 404 of the Clean Water Act.

(7) For the stock piling of raw or processed sand, stone, or gravel in material processing plants and storage yards, provided that sediment control measures have been utilized to protect against off-site damage. Activities undertaken pursuant to Natural Resources Conservation Service standards to restore the wetland functions of converted wetlands as defined in Title 7 Code of Federal Regulations § 12.2.

To qualify for exemption under this section, a request for exemption shall be submitted to the town (no exemption is to be assumed until approval of the request by the town). Where land disturbing activities are undertaken for the purpose of establishing a farm, constructing farm roads, paths, or ponds, the owner of the property shall file an application for exemption to the town's environmental programs coordinator. The environmental programs coordinator shall review the application and grant or deny the exemption within 15 working days of receipt. The land owner shall receive notification of this decision in writing and have ten working days to respond if the exemption is denied. The Director of Water Resources shall have five days to

~~review and decide on the appeal. After receipt of the exemption, the property owner shall have 30 days to file a conservation plan for review with the Wake Soil and Water Conservation District board of supervisors. The board of supervisors will have 30 days to review the request. Conservation measures must be installed as scheduled in the approved plan. Failure to meet the conditions of the exemption shall constitute a violation of this article and shall be retroactive to the approved date of the original exemption.~~

(Ord. of 7-16-96, § 4; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-145. - General requirements.

(a) *Soil erosion and sedimentation control plan, letter of soil erosion and sedimentation control plan approval, ~~and~~ grading permit, certificate of compliance and State Certificate of Coverage (COC) for the NPDES General Permit NCG010000 (NCG01) required.* No person shall initiate any land-disturbing activity which uncovers more than 20,000 square feet without having a soil erosion and sedimentation control plan approved by the T~~t~~own as evidenced by receipt of a letter of soil erosion and sedimentation control plan approval, provide a performance guarantee per Sec. 5-162, and obtain a grading permit from the Town. ~~Applicants shall receive a letter of soil erosion and sedimentation control plan approval only after all required tree protection fencing is installed and inspected~~. The applicant must obtain the COC issued by the State to satisfy the requirements of the NCG01 permit. Information can be found at the NCDEQ DEMLR – Stormwater Program website: https://deq.nc.gov/about/divisions/energy-mineral-and-land-resources/stormwater/stormwater-program/npdes-construction-program . Before installing any approved erosion and sedimentation control measures the applicant must have received the letter of soil erosion and sedimentation control plan approval. No land disturbing activity (which includes logging), other than the installation of the perimeter control measures and erosion and sedimentation control measures, shall be started until the T~~t~~own issues a certificate of compliance to the applicant. A certificate of compliance will be signed once all required tree protection fencing has been inspected and approved by the zoning compliance officer, and all the measures shown on the approved soil erosion and sedimentation control plan are installed~~,~~ inspected and approved by the stormwater engineering staff. Sites must follow the approved soil erosion and sedimentation control plan which includes the construction sequence. Grading and development of sites, including single-family residential lots, not exceeding 20,000 square feet shall meet the requirements of subsection (b) of this section.

(b) Grading and development of sites including single-family residential lots not exceeding 20,000 square feet in surface area shall implement and maintain control measures to restrain erosion and prevent off-site sediment migration. No person shall initiate any land disturbing activity under 20,000 square feet without submitting an erosion and sedimentation control installation and maintenance agreement for residential lots to the Building Inspections & Permitting Department. Minimum required measures will include: silt fencing (steel posts, woven wire, and silt fence geotextile fabric), construction entrances, and downstream rock

check dams in ditch lines. Disturbed areas shall not be left exposed ~~after 15 working days or 30~~for more than 14 calendar days after the~~of~~ completion of any phase of grading. No footing inspection by the building inspection division shall be approved without proper installation of the required sedimentation and erosion control measures.

(c) *Protection of property.* Persons conducting land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity.

(d) *More restrictive rules shall apply.* Whenever conflicts exist between federal, state, or local laws, ordinance or rules, the more restrictive provision shall apply.

(e) Applicants shall post a performance guarantee as provided by section 5-162 of the Apex Town Code.

(f) *Construction Site Waste Management Plan*. The development of all sites requiring a soil erosion and sedimentation control plan must adhere to the requirements as stated in the Construction Site Waste Management Plan.

(g) *Plan approval exceptions*. Notwithstanding the general requirements to obtain a plan approval prior to undertaking land-disturbing activity, a plan approval shall not be required for land-disturbing activity that does not exceed 20,000 square feet in surface area; unless it is part of a larger common plan of development disturbing 20,000 square feet or greater. In determining the area, lands under one or diverse ownership being developed as a unit will be aggregated.

(Ord. of 7-16-96, § 5; Ord. No. 05-0719-11, § 1, 7-19-05; Ord. No. 09-0804-07, § 1, 8-4-09)

Sec. 5-146. - Basic control objectives.

A soil erosion and sedimentation control plan may be disapproved pursuant to section 5-157 of this article if the plan fails to address the following control objectives:

(1) *Identify critical areas.* On-site areas which are subject to severe erosion, and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation, are to be identified and receive special attention.

(2) *Limit time of exposure.* All land-disturbing activity is to be planned and conducted to limit exposure to the shortest feasible time. In any event, areas left exposed will, within ~~15 working days or 30~~ 14 calendar days of completion of any phase of grading, ~~whichever period is shorter,~~ be planted or otherwise provided with ground cover, devices, or structures sufficient to restrain erosion.

(3) *Limit exposed areas.* All land-disturbing activity is to be planned and conducted to minimize the size of the area to be exposed at any one time.

(4) *Control surface water.* Surface water runoff originating upgrade of exposed areas should be controlled to reduce erosion and sediment loss during the period of exposure.

(5) *Control sedimentation.* All land-disturbing activity is to be planned and conducted so as to prevent off-site sedimentation damage.

(6) *Manage stormwater runoff.* When the increase in the velocity of stormwater runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the

receiving watercourse, plans are to include measures to control the velocity to the point of discharge so as to minimize accelerated erosion of the site and increased sedimentation of the stream. Measures are to be implemented to ensure that post-development stream velocities of the receiving watercourses do not exceed the pre-development velocities as defined in section 5-149 of this article.

(Ord. of 7-16-96, § 6; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-147. - Mandatory standards for land-disturbing activity.

No land-disturbing activity subject to the control of this article shall be undertaken except in accordance with the following mandatory standards:

(1) *Buffer zone.*

a. No land-disturbing activity during periods of construction or improvement to land shall be permitted in proximity to a lake or natural watercourse unless a buffer zone is provided along the margin of the watercourse of sufficient width to confine visible siltation within the 25 percent of the buffer zone nearest the land-disturbing activity. This subdivision shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over, or under a lake or natural watercourse. Refer to section 6.1, watershed protection overlay districts, of the T~~t~~own's UDO for ~~primary and secondary~~ riparian buffers.

b. Unless otherwise provided, the width of a buffer zone is measured horizontally from the top of the bank (nearest the land-disturbing activity) of the stream or waterbody to the nearest edge of the disturbed area. The 25 percent of the strip nearest the land-disturbing activity must contain natural or artificial means of confining visible siltation.

(2) *Graded slopes and fills.* The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within ~~21~~14 calendar days of completion of any phase of grading~~, whichever period is shorter~~, be planted or otherwise provided with groundcover, devices, or structures sufficient to restrain erosion. The angle for graded slopes and fills must be demonstrated to be stable. Stable is the condition where the soil remains in its original configuration, with or without mechanical constraints.

(3) *Groundcover.* Whenever land-disturbing activity is undertaken on a tract compromising more than 20,000 square feet, if more than 20,000 square feet is uncovered, the ~~person~~ Person conducting the land-disturbing activity shall install such sedimentation and erosion control devices and practices as are sufficient to retain the sediment generated by the land-disturbing activity within the boundaries of the tract during construction upon and development of said tract, and shall plant or otherwise provide a permanent ground cover sufficient to restrain erosion after completion of construction or development. All seeding and mulch activities shall be stabilized with a tackifier, netting or other suitable material that secures the mulch. ~~Except as provided in section~~

~~5-148(b)(5) of this article, provisions~~ Provisions for a ground cover sufficient to restrain erosion must be accomplished within~~15 working days or 30~~14 calendar days following completion of construction~~ or development whichever period is shorter~~.

(4) *Prior plan approval.* No ~~person~~ Person shall initiate any land-disturbing activity on a tract if more than 20,000 square feet is to be uncovered unless ~~, 30 or more days prior to initiating the activity~~, a soil erosion and sedimentation control plan for such activity is filed with and approved by the T~~t~~own as outlined in section 5-145.

(5) *Fill material.* Unless a permit from the ~~state d~~Department's ~~of environment and natural resources division of solid waste management~~Division of Waste Management to operate a landfill is on file for the official site, acceptable fill material shall be free of organic or other degradable materials, masonry, concrete and brick in sizes exceeding 12 inches, and any materials which would cause the site to be regulated ~~or~~as a landfill by the state.

(6) The land-disturbing activity shall be conducted in accordance with the approved soil erosion and sedimentation control plan.

(Ord. of 7-16-96, § 7; Ord. No. 05-0719-11, § 1, 7-19-05; Ord. No. 07-0821-12, § 2, 8-21-07)

Sec. 5-148. - Design and performance standards.

~~(a)~~ Soil ~~Except as provided in subsection (b)(2) herein,~~ erosion and sedimentation control measures, structures, and devices shall be so planned, designed, and constructed as to provide protection from the calculated maximum peak rate of runoff from the 25-year, 24 hour storm, and in accordance with Section 400, Soil Erosion & Sedimentation Control, of the Town's Standard Specifications & Details, as amended. Runoff rates shall be calculated using the procedures in the United States Department of Agriculture (USDA) ~~Soil~~ Natural Resources Conservation Service's "National Engineering Field ~~Manual~~ Handbook for Conservation Practices," or other acceptable calculation procedures.

~~(b) In high quality water (HQW) zones the following design standards shall apply:~~

~~(1) Uncovered areas in HQW zones shall be limited at any time to a maximum total area within the boundaries of the tract of 20 acres. Only the portion of the land-disturbing activity within a HQW zone shall be governed by this section. Larger areas may be uncovered within the boundaries of the tract with the written approval of the director.~~

~~(2) Erosion and sedimentation control measures, structures, and devices within HQW zones shall be so planned, designed and constructed to provide protection from the run off of the 25-year storm which produces the maximum peak rate of run-off as calculated according to procedures in the United States Department of Agriculture Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.~~

~~(3) Sediment basins within HQW zones shall be designed and constructed such that the basin will have a settling efficiency of at least 70 percent for the 40 micron (0.04 mm) size soil particle transported into the basin by the runoff of that two-year~~

~~storm which produces the maximum peak rate of runoff as calculated according to procedures in the United States Department of Agriculture Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.~~

~~(4) Newly constructed open channels in HQW zones shall be designed and constructed with side slopes no steeper than two horizontal to one vertical if a vegetative cover is used for stabilization unless soil conditions permit a steeper slope or where the slopes are stabilized by using mechanical devices, structural devices, or other acceptable ditch liners. In any event, the angle for side slope shall be sufficient to restrain accelerated erosion.~~

~~(5)~~ ~~Ground cover sufficient to restrain erosion must be provided for any portion of a land-disturbing activity in a HQW zone within 15 working days or 60 calendar days following completion of construction or development, whichever period is shorter.~~

(Ord. of 7-16-96, § 8; Ord. No. 05-0719-11, § 1, 7-19-05; Ord. No. 07-0821-12, § 3, 8-21-07)

Sec. 5-149. - Stormwater outlet protection.

(a) *Intent.* Stream banks and channels downstream from any land disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land disturbing activity.

(b) *Performance standards.* Persons shall conduct land-disturbing activity so that the post construction velocity of the ten-year storm runoff in the receiving watercourse to the discharge point does not exceed the greater of:

(1) The velocity established by the table in subsection (~~d~~e) of this section; or

(2) The velocity of the ten-year storm runoff in the receiving watercourse prior to development.

If conditions (1) or (2) of this subsection cannot be met, then the receiving watercourse to and including the discharge point shall be designed and constructed to withstand the expected velocity anywhere the velocity exceeds the prior to development velocity by ten percent.

(c) *Acceptable management measures.* Measures applied along or in combination to satisfy the intent of this section are acceptable if there are no objectionable secondary consequences. The Town~~commission~~ recognizes that the management of stormwater runoff to minimize or control downstream channel and bank erosion is a developing technology. Innovative techniques and ideas will be considered and may be used when shown to have the potential to produce successful results. Some alternatives are to:

(1) Avoid increases in surface runoff volume and velocity by including measures to promote infiltration to compensate for increased runoff from areas rendered impervious.

(2) Avoid increases in stormwater discharge velocities by using vegetated or roughened swales and waterways in lieu of closed drains and high velocity paved sections.

(3) Provide energy dissipaters at outlets of storm drainage facilities to reduce flow velocities to the point of discharge. These may range from simple rip-rapped sections to complex structures.
(4) Protect watercourses subject to accelerated erosion by improving cross sections and/or providing erosion-resistant lining.
(5) Upgrade or replace the receiving device structure or watercourse such that it will receive and conduct the flow to a point where it is no longer subject to degradation from the increased rate of flow or increased velocity.
~~(6) Energy dissipaters and outlet structures shall not be constructed in riparian buffer areas unless no practical alternative exists. In any event, there shall be no direct discharge of stormwater into watercourses.~~

(d) *Exceptions.* This rule shall not apply where it can be demonstrated that stormwater discharge velocities will not create an erosion problem in the receiving watercourse.

(e) *Maximum permissible velocities.* The following is a table for maximum permissible velocity for stormwater discharges in feet per second (F.P.S.) and meters per second (M.P.S.):

Material	F.P.S.	M.P.S.
Fine sand (noncolloidal)	2.5	0.8
Sandy loan (noncolloidal)	2.5	0.8
Silt loan (noncolloidal)	3.0	0.9
Ordinary firm loam	3.5	1.1
Fine gravel	5.0	1.5
Stiff clay (very colloidal)	5.0	1.5
Graded, loam to cobbles (noncolloidal)	5.0	1.5
Graced, silt to cobbles (colloidal)	5.5	1.7
Alluvial silts (noncolloidal)	3.5	1.1
Alluvial silts (colloidal)	5.0	1.5
Coarse gravel (noncolloidal)	6.0	1.8
Cobbles and shingles	5.5	1.7

Shales and hard pans	6.0	1.8

Source—Adapted from recommendations by Special Committee on Irrigation Research, American Society of Civil Engineers, 1926, for channels with straight alignment. For sinuous channels, multiply allowable velocity by 0.95 for slightly sinuous, by 0.9 for moderately sinuous channels, and by 0.8 for highly sinuous channels.

(Ord. of 7-16-96, § 9; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-150. - Borrow and waste areas.

When the ~~person~~ Person conducting the land-disturbing activity is also the person conducting the borrow or waste disposal activity, areas from which borrow is obtained and which are not regulated by the provisions of the Mining Act of 1971, G.S. 74, Article 7, and waste areas for surplus materials other than landfills regulated by the ~~department's~~ Department's ~~division~~ Division of ~~solid waste~~ Waste ~~management~~ Management shall be considered as part of the land-disturbing activity where the borrow material is being used or from which the waste material originated. When the ~~person~~ Person conducting the land-disturbing activity is not the ~~person~~ Person obtaining the borrow and/or disposing of the waste, these areas shall be considered a separate land-disturbing activity.

(Ord. of 7-16-96, § 10; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-153. - Responsibility for maintenance.

During the development of a site, the ~~person~~ Person conducting the land-disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved soil erosion and sedimentation control plan or any provision of this article, the Act, or any order adopted pursuant to this article or the Act. After site development, the landowner or ~~person~~ Person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a governmental agency.

(Ord. of 7-16-96, § 13; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-154. - Additional measures.

Whenever the Ttown determines that significant sedimentation is occurring as a result of land-disturbing activity, despite application and maintenance of protective practices, the ~~person~~ Person conducting the land-disturbing activity will be required to and shall take additional protective action to achieve compliance with the conditions specified in the Act or its rules.

(Ord. of 7-16-96, § 14; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-155. - ~~Existing uncovered areas.~~Reserved.

Editor's note— An ordinance adopted _____, 2022, repealed § 5-155 in its entirety. Former § 5-155 pertained to existing uncovered areas and derived from an Ord. of 7-16-96, § 15; and Ord. No. 05-0719-11, § 1, 7-19-05.

~~(a) All uncovered areas existing on the effective date of this article which resulted from land-disturbing activity, exceed 20,000 square feet, are subject to continued accelerated erosion, and are causing off-site damage from sedimentation, shall be provided with a ground cover or other protective measures, structures, or devices sufficient to restrain accelerated erosion and control off-site sedimentation.~~

~~(b) The town will serve upon the landowner or other person in possession or control of the land a written notice of violation by registered or certified mail, return receipt requested, or by any means authorized under G.S. 1A-1, Rule 4. The notice will set forth the measures needed to comply and will state the time within which such measures must be completed. In determining the measures required and the time allowed for compliance, the authority serving notice shall take into consideration the economic feasibility, technology, and quantity of work required, and shall set reasonable and attainable time limits of compliance.~~

~~(c) The town reserves the right to require preparation and approval of a soil erosion and sedimentation control plan (with appropriate fees) in any instance where extensive control measures are required.~~

~~(d) This rule shall not require ground cover on cleared land forming the future basin of a planned reservoir.~~

~~(Ord. of 7-16-96, § 15; Ord. No. 05-0719-11, § 1, 7-19-05)~~

Sec. 5-156. - Procedures related to soil erosion and sedimentation control plans.

(a) In determining the area to be disturbed, lands under one or diverse ownership being developed as a unit will be aggregated. If the combined total area of aggregated lots in any subdivision equals 20,000 square feet by one owner, ~~a grading fee and~~ a soil erosion and sedimentation control plan will be required even if the lots are not contiguous.

(b) A soil erosion and sedimentation control plan may be disapproved if implementation of the plan would result in a violation of rules adopted by the environmental management commission, other Ttown rules, or for failure to pay fees or fines owed to the Ttown.

(c) The Ttown will establish a soil erosion and sedimentation control plan review fee schedule and payment shall be required.

(d) All proposed soil erosion and sedimentation control plans shall be filed with the Ttown accompanied by appropriate fees and forms ~~a copy shall be simultaneously submitted to the Wake Soil and Water Conservation District, at least 30 days prior to the anticipated commencement of the proposed activity~~. The Ttown shall forward to the ~~director~~ Director ~~of the division of water quality~~ a copy of each soil erosion and sedimentation control plan for a land-disturbing activity that involves the utilization of ditches for the purpose of de-watering or lowering the water table of the tract, pursuant to G.S. 113A-57(4).

(e) All applicants shall ~~file two copies of the soil erosion and sedimentation control plan with the town, at least 30 days prior to the anticipated beginning of such activity and shall~~ keep a copy of the approved soil erosion and sedimentation control plan on file at the job site. After approving the plan, if the Ttown either upon review of such plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, the Ttown will require a revised soil erosion and sedimentation control plan. Pending the preparation of the revised plan, work shall cease or shall continue under conditions outlined by the Ttown water resources director.

(f) Soil erosion and sedimentation control plans ~~may~~ shall be disapproved unless accompanied by an authorized statement of financial responsibility and documentation of property ownership. This statement shall be signed by the ~~person~~ Person financially responsible for the land-disturbing activity or his attorney in fact. The statement shall include the mailing, ~~and~~ street, and electronic mail addresses of the principal place of business of: (1) the ~~person~~ Person financially responsible; (2) the owner of the land; and (3) any registered agents. If the ~~person~~ Person financially responsible is not a resident of North Carolina, a North Carolina agent must be designated in the statement for the purpose of receiving notice of compliance or noncompliance with the plan, the Act, this article, or rules or orders adopted or issued pursuant to this article as well as for service of civil summonses and complaints. If the applicant is not the owner of the land to be disturbed, the draft soil erosion and sedimentation control plan must include the owner's written consent for the applicant to submit a draft soil erosion and sedimentation control plan and to conduct the land-disturbing activity.

~~(f)~~(g) If the applicant is not the owner of the land to be disturbed and the anticipated land-disturbing activity involves the construction of utility lines for the provision of water, sewer, gas, telecommunications, or electrical service, the draft erosion and sedimentation control plan may be submitted without the written consent of the owner of the land, so long as the owner of the land has been provided prior notice of the project.

~~(g) The Wake Soil and Water Conservation District shall review the soil erosion and sedimentation control plan and submit any comments and recommendations to the town within 20 days after the soil and water conservation district received the soil erosion and sedimentation control plan or within any shorter period of time as may be agreed upon by the soil and water conservation district and the town. Failure of the soil and water conservation district to submit its comments and recommendations within 20 days or within any agreed upon shorter period of time shall not delay final action on the plan.~~

(h) The Ttown will review each complete soil erosion and sedimentation control plan submitted to ~~them~~ it and within 30 days of receipt thereof will notify the person submitting the plan

that it has been approved, approved with modifications~~, approved with performance reservations~~, or disapproved. ~~Any type of approval shall be indicated by the town's executing the letter of plan approval to the applicant.~~ ~~The letter of plan approval is issued only after the tree protection fencing (if applicable to the project) is inspected and approved by the town's planning and community development department.~~ Failure to either approve, approve with modifications~~, approve with performance reservations~~, or disapprove a completed soil erosion and sedimentation control plan within 30 days of receipt shall be deemed approval. The town will review each complete revised plan submitted to it within 15 days of receipt thereof will notify the person submitting the revised plan that it has been approved, approved with modifications, or disapproved.~~ must approve, approve with modifications, or disapprove~~ Failure to either approve, approve with modifications, or disapprove a complete revised plan within 15 days of receipt shall be deemed approval.~~a revised plan within 15 days of receipt, or it is deemed to be approved.~~ Disapproval of a plan must specifically state in writing the reasons for disapproval. If, following commencement of a land-disturbing activity pursuant to an approved soil erosion and sedimentation control plan, the T~~t~~own determines that the plan is inadequate to meet the requirements of this article, the T~~t~~own may require any revision of the plan that is necessary to comply with this ordinance. ~~Failure to approve, approve with modifications, or disapprove a revised erosion control plan within 15 days of receipt shall be deemed approval of the plan.~~ If land disturbing activities are not initiated within one year from the date of the letter of plan approval, plan approval shall expire and a new plan submittal is required. The approval of a~~n~~ soil erosion and sedimentation control plan is conditioned upon the applicant's compliance with federal and state water quality laws, regulations and rules pursuant to G.S. 113A-61(b)(1). Documentation of compliance with federal and state water quality laws, rules and regulations from the regulating agency shall be submitted at the request of the plan reviewer.

(i) Any soil erosion and sedimentation control plan submitted for a land-disturbing activity for which an environmental document is required by the North Carolina Environmental Policy Act (G.S. 113A-1, et seq.) shall be deemed incomplete until a complete environmental document is available for review. ~~The town shall promptly notify the person submitting the plan that the 30-day time limit for review of the plan pursuant to subsection (h) of this section shall not begin until a complete environmental document is available for review.~~

(j) The soil erosion and sedimentation control plan required by this section shall contain architectural ~~and~~ or engineering drawings, maps, assumptions, calculations, and narrative statements appropriately sealed by the responsible designer, except when limited by G.S. 113A-60(b1), as needed to adequately describe the proposed development of the tract and the measures planned to comply with the requirements of this article. Soil erosion and sedimentation control plan content may vary to meet the needs of specific site requirements. Detailed mandatory guidelines for plan preparation shall be drafted by the Water Resources Department of the T~~t~~own and may be obtained from the T~~t~~own on request.

(k) The T~~t~~own may disapprove a plan or ~~draft plans~~ disapprove a transfer of a plan if implementation of the plan would result in a violation of the rules adopted by the environmental management commission to protect riparian buffers along surface waters. The T~~t~~own may disapprove or revoke a soil erosion and sedimentation control plan upon a finding that an applicant, or a parent, subsidiary, or other affiliate of the applicant:

(1) Is conducting or has conducted land-disturbing activity without an approved soil erosion and sedimentation control plan, or has received notice of violation of a plan previously approved by the commission or a local government pursuant to the Act and has not complied with the notice within the time specified in the notice;
(2) Has failed to pay a civil penalty assessed pursuant to the Act or a local ordinance adopted pursuant to the Act by the time the payment is due;
(3) Has been convicted of a misdemeanor pursuant to G.S. 113A-64(b) or any criminal provision of a local ordinance adopted pursuant to the Act;
(4) Has failed to pay appropriate fees required by the Ttown; or
(5) Has failed to substantially comply with state rules or local ordinances and regulations adopted pursuant to the Act.

For purposes of this subsection an applicant's record may be considered for only the two years prior to the application date.

In the event that a plan or a transfer of a plan is disapproved pursuant to this subsection, the Ttown shall notify the Ddirector of such disapproval within ten days of the disapproval. The Ttown shall advise the applicant and the Ddirector in writing as to the specific reasons that the plan was disapproved.

(l) Applications for amendment of a soil erosion and sedimentation control plan in written and/or graphic form may be made at any time under the same conditions as the original application. Until such time as said amendment is approved by the Ttown the land-disturbing activity shall not proceed except in accordance with the soil erosion and sedimentation control plan as originally approved.
(m) No ~~person~~ Person may initiate a land-disturbing activity in accordance with an approved plan before notifying the Ttown of the date that the land-disturbing will begin.
(n) When deemed necessary by the Ttown, a preconstruction conference may be required and noted on the approved plan.
(o) Any ~~person~~ Person engaged in land-disturbing activity who fails to file a soil erosion and sedimentation control plan in accordance with this article, or who conducts a land-disturbing activity except in accordance with provisions of an approved soil erosion and sedimentation control plan shall be deemed in violation of this article.
~~(p) The public works director may issue a stop work order to any person in violation of any section of this article.~~
(p) ~~*Fees.*~~ The Ttown shall adopt and periodically update a fee schedule to cover the costs of administering the sediment and erosion control program.
(q) The Town may transfer a plan approved pursuant to this section without the consent of the plan holder to a successor-owner of the property on which the permitted activity is occurring as provided in this subsection.
(1) The Town may transfer a plan if all of the following conditions are met:
a. The successor-owner of the property submits to the local government a written request for the transfer of the plan and an authorized statement of financial responsibility and documentation of property ownership.
b. The Town finds all of the following:
1. The plan holder is one of the following:

i. A natural person who is deceased.
ii. A partnership, limited liability corporation, corporation, or any other business association that has been dissolved.
iii. A Person who has been lawfully and finally divested of title to the property on which the permitted activity is occurring or will occur.
iv. A Person who has sold the property on which the permitted activity is occurring or will occur.

2. The successor-owner holds title to the property on which the permitted activity is occurring or will occur.
3. The successor-owner is the sole claimant of the right to engage in the permitted activity.
4. There will be no substantial change in the permitted activity.

(2) The plan holder shall comply with all terms and conditions of the plan until such time as the plan is transferred.
(3) The successor-owner shall comply with all terms and conditions of the plan once the plan has been transferred.
(4) Notwithstanding changes to law made after the original issuance of the plan, the Town may not impose new or different terms and conditions in the plan without the prior express consent of the successor-owner. Nothing in this subsection shall prevent the Town from requiring a revised plan pursuant to G.S. 113A-54.1(b).

(r) The landowner, the financially responsible party, or the landowner's or the financially responsible party's agent shall perform a self-inspection of the area covered by the plan after each phase of the plan has been completed and after establishment of temporary ground cover in accordance with G.S. 113A-57(2). In addition, weekly and rain-event self-inspections are required by federal regulations, that are implemented through the NPDES Construction General Permit No. NCG 010000. The Person who performs the inspection shall maintain and make available a record of the inspection at the site of the land-disturbing activity. The record shall set out any significant deviation from the approved erosion control plan, identify any measures that may be required to correct the deviation, and document the completion of those measures. The record shall be maintained until permanent ground cover has been established as required by the approved erosion and sedimentation control plan. The inspections required by this subsection shall be in addition to inspections required by G.S. 113A-61.1. Except as may be required under federal law, rule or regulation, no periodic self-inspections or rain gauge installation is required on individual residential lots where less than one acre is being disturbed on each lot. Where inspections are required by this section or G.S. 113A-54.1(e), the following apply:

(1) The inspection shall be performed during or after each of the following phases of the plan;
a. initial installation of erosion and sediment control measures;
b. clearing and grubbing of existing ground cover;
c. completion of any grading that requires ground cover;

d. completion of all land-disturbing activity, construction, or development, including permanent ground cover establishment and removal of all temporary measures; and

e. transfer of ownership or control of the tract of land where the plan has been approved and work has begun. The new owner or Person in control shall conduct and document inspections until the project is permanently stabilized as set forth in Sub-Item c. of this Item.

(2) Documentation of self-inspections performed under Item (1) of this section shall include:

a. Visual verification of ground stabilization and other erosion control measures and practices as called for in the approved plan;

b. Verification by measurement of settling basins, temporary construction entrances, energy dissipators, and traps.

c. The name, address, organization affiliation, telephone number, and signature of the person conducting the inspection and the date of the inspection shall be included, whether on a copy of the approved erosion and sedimentation control plan or an inspection report. A template for an example of an inspection and monitoring report is provided on the DEMLR website at: https://deq.nc.gov/about/divisions/energy-mineral-land-resources/erosion-sediment-control/forms. Any relevant licenses and certifications may also be included. Any documentation of inspections that occur on a copy of the approved erosion and sedimentation control plan shall occur on a single copy of the plan and that plan shall be made available on the site.

d. A record of any significant deviation from any erosion or sedimentation control measure from that on the approved plan. For the purpose of this Rule, a "significant deviation" means an omission, alternation, or relocation of an erosion or sedimentation control measure that prevents it from performing as intended. The record shall include measures required to correct the significant deviation, along with documentation of when those measures were taken. Deviations from the approved plan may also be recommended to enhance the intended performance of the sedimentation and erosion control measures.

(Ord. of 7-16-96, § 16; Ord. No. 05-0719-11, § 1, 7-19-05; Ord. No. 07-0821-12, §§ 4—6, 8-21-07)

Sec. 5-157. - Appeals.

(a) Except as provided in subsection (b) of this section, the appeal of a disapproval or approval with modifications of a soil erosion and sedimentation control plan shall be governed by the following provisions:

(1) The disapproval or modification of any proposed soil erosion and sedimentation control plan by the Ttown shall entitle the ~~person~~ Person submitting the plan to a

public hearing if such ~~person~~ Person submits written demand for a hearing to the T~~t~~own clerk within 15 days after receipt of written notice of the disapproval or modification.

(2) Hearings held pursuant to this section shall be conducted by the Board of Adjustment~~town council~~ within ~~30 days~~ a reasonable time after the date of the T~~t~~own's receipt of the appeal or request for a hearing.

(3) The Board of Adjustment~~town council~~ will render its final decision on any soil erosion and sedimentation control plan upon which a hearing is requested within 20 days of the close of the hearings record.

(4) If the T~~t~~own upholds the disapproval or modification of a proposed soil erosion and sedimentation control plan following the hearing, the ~~person~~ Person submitting the plan shall then be entitled to appeal the local government's decision to the ~~state sedimentation control c~~Commission as provided in G.S. 113A-61(c) and title 15A NCAC 4B.0018(d).

(b) In the event that a soil erosion and sedimentation control plan is disapproved pursuant to section 5-156(k) of this article, the T~~t~~own shall notify the ~~director of the division of land resources~~Director of such disapproval within ten days. The T~~t~~own shall advise the applicant and the ~~director~~ Director in writing as to the specific reasons that the plan was disapproved. The applicant may appeal the T~~t~~own disapproval of the soil erosion and sedimentation control plan pursuant to section 5-156 of this article directly to the ~~commission~~Commission.

(Ord. of 7-16-96, § 17; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-158. - Inspections and investigations.

(a) Agents, officials, or other qualified persons authorized by the T~~t~~own will periodically inspect land-disturbing activities to ensure compliance with the Act, this article, or rules or orders adopted or issued pursuant to this article, and to determine whether the measures required in the soil erosion and sedimentation control plan are effecting in controlling erosion and sediment resulting from land-disturbing activity. Notice of the right to inspect shall be included in the letter of soil erosion and sedimentation control plan approval of each soil erosion and sedimentation control plan.

(b) No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of the T~~t~~own while that person is inspecting or attempting to inspect a land-disturbing activity under this section.

(c) If, it is determined that a ~~person~~ Person engaged in land-disturbing activity has failed to comply with the Act, this article, or rules, or orders adopted or issued pursuant to this article, a notice of violation shall be served upon that ~~person~~Person. The notice may be served by any means authorized under G.S. 1A-1, Rule 4~~ or in the case of violations on single-family residential lots, be served by personnel service with a return of service form~~.

The notice shall specify a date by which the ~~person~~ Person must comply with the Act, or this article, or rules, or orders adopted pursuant to this article, and inform the ~~person~~ Person of the

actions that need to be taken to comply with the Act, this article, or rules or orders adopted pursuant to this article. However, no time period for compliance need be given for failure to submit a soil erosion and sedimentation control plan for approval or for obstructing, hampering or interfering with an authorized representative, employee, or agent of the Town while in the process of carrying out ~~his~~ that person's official duties. Any ~~person~~ Person who fails to comply within the time specified is subject to the civil and criminal penalties provided in G.S. 113A-64 and this article. If the Person engaged in the land-disturbing activity has not received a previous notice of violation under this article, the Town shall offer assistance in developing corrective measures. Assistance may be provided by referral to a technical assistance program on behalf of the Approving Authority, referral to a cooperative extension program, or by the provision of written materials such as Department guidance documents.

(d) The T~~t~~own shall have the power to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this article, and who presents appropriate credentials for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting the sites of any land-disturbing activity.

(e) The T~~t~~own shall also have the power to require written statements, or the filing of reports under oath, with respect to pertinent questions relating to land-disturbing activity.

(f) The landowner, the financially responsible party, or the landowner's or the financially responsible party's agent shall perform an inspection of the area covered by the plan after each phase of the plan has been completed and after establishment of temporary ground cover in accordance with G.S. 113A-57(2). The person who performs the inspection shall maintain and make available a record of the inspection at the site of the land-disturbing activity. The record shall set out any significant deviation from the approved erosion control plan, identify any measures that may be required to correct the deviation, and document the completion of those measures. The record shall be maintained until permanent ground cover has been established as required by the approved erosion and sedimentation control plan. The inspections required by this subsection shall be in addition to inspections required by G.S. 113A-61.1.

(g) The Stormwater Engineering Manager may issue a stop work order to any person in violation of this article.

(Ord. of 7-16-96, § 18; Ord. No. 05-0719-11, § 1, 7-19-05; Ord. No. 07-0821-12, § 7, 8-21-07)

Sec. 5-159. - Penalties.

(a) *Civil penalties.*

~~(f)~~ Any ~~person~~ Person who violates any of the provisions of this article, or rules or orders adopted or issued pursuant to this article, or who initiates or continues a land-disturbing activity for which a~~n~~ soil erosion and sedimentation control plan is required except in accordance with the terms, conditions, and provisions of an approved plan, is

subject to a civil penalty. The maximum civil penalty for a violation is $5,000.00. Civil penalties may be assessed from the date of the violation. However, no penalty shall be assessed until the ~~person~~ Person alleged to be in violation has been notified of the violation as provided in subsection 5-158(c) of this article. If, after the allotted time period has expired, the violator has not completed corrective action a civil penalty may be assessed. Nevertheless, no time period for compliance need be given for failure to submit a soil erosion and sedimentation control plan for approval, proceeding with the work before the letter of plan approval is signed by the T~~t~~own, or for obstructing, hampering or interfering with an authorized representative while in the process of carrying out his official duties. Proceeding with work before the letter of soil erosion and sedimentation control plan approval is signed shall constitute grading without a permit. Each day of continuing violation shall constitute a separate violation. When the Person has not been assessed any civil penalty under this subsection for any previous violation, and that Person abated continuing environmental damage resulting from the violation within 180 days from the date of the notice of violation, the maximum cumulative total civil penalty assessed under this subsection for all violations associated with the land-disturbing activity for which the erosion and sedimentation control plan is required is twenty-five thousand dollars ($25,000).
In addition to the civil penalty schedule listed below, the water resources director may assess a one-time civil penalty of $5,000.00 on the day of the violation for off-site sedimentation damage especially in the case of damage to a body of water, wetlands or buffer. Moreover, any malicious or intentional destruction of silt fencing or other sedimentation and erosion control device will result in a one-time fine of up to $1,000.00.

Civil penalties for specific violations may be assessed as follows:

- Grading without a soil erosion and sedimentation control plan or land-disturbing permit: $5,000.00 per day for failure to secure a valid, required land disturbing permit (certificate of compliance) prior to conducting a land-disturbing activity.
- Grading beyond the limits of a grading permit: $1,000.00 per day per 1/10 of a graded acre beyond the limits of an existing grading permit without the approval of an amended grading permit, but not to exceed $5,000.00 per day.
- Failure to protect: $5,000.00 per day for failure to take all reasonable measures to protect public property or private property, from damage caused by the failure to retain sediment on-site.
- Failure to follow soil erosion and sedimentation control plan: $3,000.00 per day for failure to conduct a land disturbing activity in accordance with the provisions of an approved erosion and sedimentation control plan.
- Failure to install devices: $5,000.00 per day for failure, when more than one acre is disturbed ($2,500.00 per day when 20,000 square feet or less than 20,000 square feet is disturbed), to install erosion and sedimentation control devices sufficient to retain the sediment generated by the land-disturbing activity within the boundaries of the tract(s) and prevent off-site sedimentation.
- Failure to maintain permanent and/or temporary measures: $2,500.00 per day for failure to maintain adequate erosion control measures.

- Failure to maintain properly slopes and fills: $2,500.00 per day for failure on graded slopes and fills to maintain an angle sufficient to retain vegetative cover or other adequate erosion control measures.
- Failure to protect exposed slopes: $2,500.00 per day for failure, within ~~15 working days or 30~~14 calendar days of completion of any phase of grading, ~~whichever period is shorter~~, to plant or otherwise provide exposed, graded slopes or fills with groundcover, devices, or structures sufficient to restrain erosion.
- Failure to provide adequate cover: $2,500.00 per day for failure, within ~~15 working days or 30~~14 calendar days of competition of any phase of grading, ~~whichever is shorter~~, to plant or otherwise provide exposed, graded slopes or fills with groundcover, devices, or structures sufficient to restrain erosion.
- Failure to correct a violation after notice: $5,000.00 per day for failure to correct violation within the time limitations established in a notice of violation.
- Failure to revise plan: $2,500.00 per day for failure to file an acceptable revised erosion and sedimentation control plan within the established deadline after being notified of the need to do so.
- Any other action or failure to act that constitutes a violation of this article: $2,500.00 per day for any other action or failure to act that constitutes a violation of this article.
- Failure to keep dirt and mud off public streets: $1,000.00 per day for failure to prevent the accumulation of more than one-fourth-inch of dirt, mud, both on public streets, or in public storm drainage, plus $500.00 per hour per wash truck if the street is cleaned by the T~~t~~own, its employees or its contractors.
- Failure to follow the Construction Site Waste Management Plan is subject to $1,000.00 per day for failing to follow all aspects of the Plan.
- An additional civil penalty of $1,000.00 per day shall be charged to any person assessed a civil penalty for any violation of this article within the prior two years. A person may be assessed a civil penalty from the date the violation is detected if the deadline stated is not met. Each day of a continuing violation shall constitute a separate violation.

(1) The T~~t~~own water resources director shall determine the amount of the civil penalty to be assessed. In determining the amount of the penalty the T~~t~~own water resources director shall consider the degree and extent of harm caused by the violation and the cost of rectifying the damage, the amount of money the violator saved by noncompliance, whether the violation was committed willfully, and the prior record of the violator in complying of failing to comply with this article.

(2) The T~~t~~own water resources director shall provide notice of the civil penalty amount and basis for assessment to the ~~person~~ Person assessed. The notice of assessment shall be served by any means authorized under G.S. 1A-1, Rule 4, and shall direct the violator to either pay the assessment or contest the assessment, within 30 days after receipt of the notice of assessment, by written demand for a hearing, or file a request with the Town for remission of the assessment within 30 days of receipt of the notice. A remission request must be accompanied by a waiver of the right to

contested case hearing pursuant to Chapter 150B of the North Carolina General Statutes and a stipulation of the facts on which the assessment was based.~~.~~

(3) A hearing on a civil penalty shall be conducted by the T~~t~~own B~~b~~oard of A~~a~~djustment within ~~30 days~~a reasonable time after the date of the written demand for the hearing. The board shall render its final decision on the civil penalty within 20 days after the close of the hearing record. Appeal from the final decision of the T~~t~~own B~~b~~oard of A~~a~~djustment shall be to the superior court of the county where the violation occurred, or the location of the violator's residence or principal place of business. Such appeals must be made within 30 days of the final decision of Town Board of Adjustment.

(4) A request for remission of a civil penalty imposed under G.S. 113A-64 may be filed with the Town within 30 days of receipt of the notice of assessment. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the General Statutes and a stipulation of the facts on which the assessment was based. The following factors shall be considered in determining whether a civil penalty remission request will be approved:

a. Whether one or more of the civil penalty assessment factors in G.S. 113A-64(a)(3) were wrongly applied to the detriment of the petitioner.
b. Whether the petitioner promptly abated continuing environmental damage resulting from the violation.
c. Whether the violation was inadvertent or a result of an accident.
d. Whether the petitioner had been assessed civil penalties for any previous violations.
e. Whether payment of the civil penalty will prevent payment for necessary remedial actions or would otherwise create a significant financial hardship.
f. The assessed property tax valuation of the petitioner's property upon which the violation occurred, excluding the value of any structures located on the property.

~~(4)~~(5) If payment is not received within 30 days after demand for payment is made the T~~t~~own may institute a civil action to recover the amount of the assessment. The civil action may be brought in the superior court of the county where the violation occurred, or the violator's residence or principal place of business is located. Such civil actions must be filed within three years of the date the assessment was due. An assessment that is not contested and a remission that is not requested is due when the violator is served with a notice of assessment. An assessment that is contested or a remission that is requested is due at the conclusion of the administrative and judicial review of the assessment.

~~(5)~~(6) The clear proceeds of civil penalties collected by the Town under this subsection shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. Penalties collected by the Town may be diminished only by the actual costs of collection. The collection cost percentage to be used shall be established and approved by the North Carolina Office of State Budget and Management on an annual basis, based upon the computation of actual collection

costs by the Town for the prior fiscal year.~~Civil penalties collected pursuant to this article shall be used or disbursed as directed by law.~~

(b) *Criminal penalties.* Any person who knowingly or willfully violates any provision of this article, or rule or order adopted or issued pursuant to this article, or who knowingly or willfully initiates or continues a land-disturbing activity for which an erosion control plan is required except in accordance with the terms, conditions and provisions of an approved plan, shall be guilty of a class 2 misdemeanor which may include a fine not to exceed $5,000.00 as provided in G.S. 113A-64.

(Ord. of 7-16-96, § 19; Ord. No. 05-0719-11, § 1, 7-19-05; Ord. No. 07-0821-12, § 8, 8-21-07)

Sec. 5-160. - Injunctive relief.

(a) Whenever the governing body has reasonable cause to believe that any ~~person~~ Person is violating or threatening to violate this article or any rule or order adopted or issued pursuant to this article, or any term, condition, or provision of an approved erosion control plan, it may, either before or after the institution of any other action or proceeding authorized by this article, institute a civil action in the name of the T~~t~~own for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county in which the violation is occurring or is threatened.

(b) Upon determination by a court that an alleged violation is occurring or is threatened, the court shall enter any order or judgment that is necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to the proceedings from any civil or criminal penalty prescribed for violations of this article.

(Ord. of 7-16-96, § 20; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-161. - Restoration of areas affected by failure to comply.

The T~~t~~own may require a ~~person~~ Person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57(3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this article.

(Ord. of 7-16-96, § 21; Ord. No. 05-0719-11, § 1, 7-19-05)

Sec. 5-162. - Performance guarantee.

(a) Prior to the commencement of any land disturbing activity ~~town's issuing a letter of soil erosion and sedimentation control plan approval for an approved soil erosion and sedimentation control plan~~, and in addition to obtaining a grading permit, the applicant shall provide a performance guarantee in the form of a certified check, cash or irrevocable letter of credit from any commercial bank doing business in the State of North Carolina in terms and form approved by the T~~t~~own. The amount of the performance guarantee shall be in accordance with the Town of Apex Fee Schedule, based on the proposed disturbed area as identified on the approved plan ~~$2,500.00 per disturbed acre as defined in the request for plan approval~~ and approved by the water resources director or designee.

(b) Compliance with this chapter and an approved soil erosion and sedimentation control plan shall be at all times the responsibility of the applicant/owner. Land-disturbing activities that violate either this chapter or the applicable approved soil erosion and sedimentation control plan after the deadline for compliance stated in an applicable notice of violation has passed shall subject applicable performance guarantees to forfeiture.

(c) The performance guarantee shall be used by the T~~t~~own to stabilize the site and otherwise bring the site into compliance. Any monies in excess of cost of establishing protective measures shall be refunded to the person responsible for the land-disturbing activity after a certificate of completion for the project has been issued.

(d) The performance guarantee shall remain in full force and effect until a certificate of completion has been issued by the Water Resources Department. Any time after the first plat is signed by the water resources director, a written request may be made to the water resources director requesting a one-time reduction of the performance guarantee for up to 50% of the total guarantee. If a reduction of the performance guarantee is approved the reduced amount will be based on the remaining disturbed area up to 50% of the total guarantee. ~~100 percent of the buildings (residential and commercial) in the area(s) covered under the performance guarantee have received a permanent certificate of occupancy and until a certificate of completion has been issued by the public works department.~~ Failure to extend an irrevocable letter of credit, either original or reduced, until a certificate of completion has been issued by the T~~t~~own will result in collection of the performance guarantee.

(e) Collection or use of the performance guarantee by the T~~t~~own does not relieve the applicant, owner or financially responsible party of penalties, fines or other requirements of this chapter.

(Ord. No. 09-0804-07, § 2, 8-4-09)

Section 2. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.

Section 3. The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

Section 4. **Severability, Conflict of Laws.** If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. **Effective Date.** This ordinance shall be effective upon adoption.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the _____ day of _____, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

MODEL LOCAL ORDINANCE

SOIL EROSION and SEDIMENTATION CONTROL

Revised November 2021

SEDIMENTATION CONTROL COMMISSION

RALEIGH, NORTH CAROLINA

TABLE OF CONTENTS

SECTION 1 Title 3
SECTION 2 Purpose 3
SECTION 3 Definitions 3
SECTION 4 Scope and Exclusions 7
SECTION 5 Mandatory Standards for Land-Disturbing Activity 8
SECTION 6 Erosion and Sedimentation Control Plans 11
SECTION 7 Basic Control Objectives 16
SECTION 8 Design and Performance Standards 17
SECTION 9 Storm Water Outlet Protection 19
SECTION 10 Borrow and Waste Areas 21
SECTION 11 Access and Haul Roads 21
SECTION 12 Operations in Lakes or Natural Watercourses 21
SECTION 13 Responsibility for Maintenance 21
SECTION 14 Additional Measures 22
SECTION 15 Fees 22
SECTION 16 Plan Appeals 22
SECTION 17 Inspections and Investigations 23
SECTION 18 Penalties 24
SECTION 19 Injunctive Relief 27
SECTION 20 Restoration After Non-Compliance 28
SECTION 21 Severability 28
SECTION 22 Effective Date 28

ORDINANCE NO._____

AN ORDINANCE TO PROVIDE FOR THE CONTROL OF SOIL EROSION AND SEDIMENTATION.

NOW, THEREFORE, BE IT ORDAINED by the (Governing Body) of the (City), (Town), (County) hereby adopts the following ordinance.

SECTION 1 Title

This ordinance may be cited as the (city), (town), (county) Soil Erosion and Sedimentation Control Ordinance.

SECTION 2 Purpose

This ordinance is adopted for the purposes of:

(a) regulating certain land-disturbing activity to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses, and other public and private property by sedimentation; and

(b) establishing procedures through which these purposes can be fulfilled.

SECTION 3 Definitions

As used in this ordinance, unless the context clearly indicates otherwise, the following definitions apply:

(a) Accelerated Erosion - means any increase over the rate of natural erosion as a result of land-disturbing activity.

(b) Act - means the North Carolina Sedimentation Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.

(c) Adequate Erosion Control Measure, Structure, or Device - means one which controls the soil material within the land area under responsible control of the Person conducting the land-disturbing activity.

(d) Affiliate – means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of another Person.

(e) Approving Authority – means the Division or other State or a local government agency that has been delegated erosion and sedimentation plan review responsibilities in accordance with the provisions of the Act.

(f) Being Conducted - means a land-disturbing activity has been initiated and not deemed complete by the Approving Authority.

(g) Borrow - means fill material that is required for on-site construction that is obtained from other locations.

(h) Buffer Zone - means the strip of land adjacent to a lake or natural watercourse.

(i) Coastal Counties - means the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hertford, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell and Washington.

(j) Commission - means the North Carolina Sedimentation Control Commission.

(k) Completion of Construction or Development - means that no further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.

(l) Department - means the North Carolina Department of Environmental Quality.

(m) Director - means the Director of the Division of Energy Mineral and Land Resources of the Department of Environmental Quality.

(n) Discharge Point or Point of Discharge - means that point where runoff leaves a tract of land where a land-disturbing activity has occurred or enters a lake or natural watercourse.

(o) District - means the _____ Soil and Water Conservation District created pursuant to Chapter 139, North Carolina General Statutes.

(p) Energy Dissipator - means a structure or a shaped channel section with mechanical armoring placed at the outlet of pipes or conduits to receive and break down the energy from high velocity flow.

(q) Erosion - means the wearing away of land surfaces by the action of wind, water, gravity, or any combination thereof.

(r) Ground Cover - means any natural vegetative growth or other material which renders the soil surface stable against accelerated erosion.

(s) High Quality Waters - means those classified as such in 15A NCAC 02B .0224, which is herein incorporated by reference including subsequent amendments and additions.

(t) High Quality Water (HQW) Zones –means, for the Coastal Counties, areas within 575 feet of High Quality Waters; and for the remainder of the state, areas within one mile and draining to HQW's.

(u) Lake or Natural Watercourse – means any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary, and any reservoir, lake or pond.

(v) Land-disturbing Activity - means any use of the land by any Person in residential, industrial, educational, institutional, or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.

(w) Local Government - means any county, incorporated village, town or city, or any combination of counties, incorporated villages, towns, and cities, acting through a joint program pursuant to the provisions of the Act.

(x) Natural Erosion - means the wearing away of the earth's surface by water, wind, or other natural agents under natural environmental conditions undisturbed by man.

(y) Parent – means an affiliate that directly, or indirectly through one or more intermediaries, controls another Person.

(z) Person - means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body, or other legal entity.

(aa) Person Conducting the Land-Disturbing Activity - means any Person who may be held responsible for violation unless expressly provided otherwise by this Ordinance, the Act, or any order adopted pursuant to this Ordinance or the Act.

(bb) Person Who Violates or Violator, as used in G.S. 113A-64, means: any landowner or other Person who has financial or operational control over the land-disturbing activity; or who has directly or indirectly allowed the activity, and who has failed to comply with any provision of the Act, the rules of this Chapter or any order or local ordinance adopted pursuant to the Act as it imposes a duty upon that Person.

(cc) Plan - means an erosion and sedimentation control plan.

(dd) Sediment - means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity, or ice from its site of origin.

(ee) Sedimentation - means the process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity or into a lake or natural watercourse.

(ff) Siltation - means sediment resulting from accelerated erosion which is settleable or removable by properly designed, constructed, and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.

(gg) Storm Drainage Facilities - means the system of inlets, conduits, channels, ditches and appurtenances which serve to collect and convey storm water through and from a given drainage area.

(hh) Stormwater Runoff - means the runoff of water resulting from precipitation in any form.

(ii) Subsidiary – means an affiliate that is directly, or indirectly through one or more intermediaries, controlled by another Person.

(jj) Ten-Year Storm - means a rainfall of an intensity that, based on historical data, is predicted by a method acceptable to the Approving Authority to be equaled or exceeded, on the average, once in ten years, and of a duration that will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

(kk) Tract - means all contiguous land and bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.

(ll) Twenty-five Year Storm - means a rainfall of an intensity that, based on historical data, is predicted by a method acceptable to the Approving Authority to be equaled or exceeded, on the average, once in 25 years, and of a duration that will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

(mm) Uncovered - means the removal of ground cover from, on, or above the soil surface.

(nn) Undertaken - means the initiating of any activity, or phase of activity, which results or will result in a change in the ground cover or topography of a tract of land.

(oo) Velocity - means the speed of flow through a cross section perpendicular to the direction of the main channel at the peak flow of the storm of interest but not exceeding bank full flows.

(pp) Waste - means surplus materials resulting from on-site land-disturbing activities and being disposed of at other locations.

SECTION 4 Scope and Exclusions

(a) Geographical Scope of Regulated Land-Disturbing Activity. This ordinance shall apply to land-disturbing activity within the territorial jurisdiction of the (city), (town), (county) and to the extraterritorial jurisdiction of the (city), (town), (county) as allowed by agreement between local governments, the extent of annexation or other appropriate legal instrument or law.

(b) Exclusions from Regulated Land-Disturbing Activity. Notwithstanding the general applicability of this ordinance to all land-disturbing activity, this ordinance shall not apply to the following types of land-disturbing activity:

(1) Activities, including the production and activities relating or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture undertaken on agricultural land for the production of plants and animals useful to man, including, but not limited to:

(i) forage and sod crops, grain and feed crops, tobacco, cotton, and peanuts.
(ii) dairy animals and dairy products.
(iii) poultry and poultry products.
(iv) livestock, including beef cattle, llamas, sheep, swine, horses, ponies, mules, and goats.
(v) bees and apiary products.
(vi) fur producing animals.
(vii) mulch, ornamental plants, and other horticultural products. For purposes of this section, "mulch" means substances composed primarily of plant remains or mixtures of such substances.

(2) An Activity undertaken on forestland for the production and harvesting of timber and timber products and conducted in accordance with standards defined by the Forest Practice Guidelines Related to Water Quality (Best Management Practices), as adopted by the North Carolina Department of Agriculture and Consumer Services. If land-disturbing activity undertaken on forestland for the production and harvesting of timber and timber products is not conducted in accordance with standards defined by the Forest Practice Guidelines Related to Water Quality, the provisions of this ordinance shall apply to such activity and any related land-disturbing activity on the tract.

(3) An activity for which a permit is required under the Mining Act of 1971, Article 7 of Chapter 74 of the General Statutes.

(4) A land-disturbing activity over which the State has exclusive regulatory jurisdiction as provided in G.S. 113A-56(a).

(5) An activity which is essential to protect human life during an emergency.

(6) Activities undertaken to restore the wetland functions of converted wetlands to provide compensatory mitigation to offset impacts permitted under Section 404 of the Clean Water Act.

(7) Activities undertaken pursuant to Natural Resources Conservation Service standards to restore the wetlands functions of converted wetlands as defined in Title 7 Code of Federal Regulations § 12.2

(c) Plan Approval Requirement for Land-Disturbing Activity. No Person shall undertake any land-disturbing activity subject to this ordinance without first obtaining a Plan approval from the (city)(town)(county).

(d) Protection of Property - Persons conducting land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity.

(e) More Restrictive Rules Shall Apply - Whenever conflicts exist between federal, state, or local laws, ordinance, or rules, the more restrictive provision shall apply.

(f) Plan Approval Exceptions. Notwithstanding the general requirement to obtain a Plan approval prior to undertaking land-disturbing activity, a Plan approval shall not be required for land-disturbing activity that does not exceed _____ acre in surface area. In determining the area, lands under one or diverse ownership being developed as a unit will be aggregated.

SECTION 5 Mandatory Standards for Land-Disturbing Activity

No land-disturbing activity subject to the control of this ordinance shall be undertaken except in accordance with the following mandatory standards:

(a) Buffer zone

(1) Standard Buffer. No land-disturbing activity during periods of construction or improvement to land shall be permitted in proximity to a lake or natural watercourse unless a buffer zone is provided along the margin of the watercourse of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity.

(i) Projects On, Over or Under Water. This subdivision shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over, or under a lake or natural watercourse.

(ii) Buffer Measurement. Unless otherwise provided, the width of a buffer zone is measured horizontally from the edge of the water to the nearest edge of the disturbed area, with the 25 percent of the strip nearer the land-disturbing activity containing natural or artificial means of confining visible siltation.

(2) Trout Buffer. Waters that have been classified as trout waters by the Environmental Management Commission shall have an undisturbed buffer zone 25 feet wide or of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity, whichever is greater. Provided, however, that the Commission may approve plans which include land-disturbing activity along trout waters when the duration of said disturbance would be temporary and the extent of said disturbance would be minimal.

(i) Projects On, Over or Under Water. This subdivision shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over, or under a lake or natural watercourse.

(ii) Trout Buffer Measurement. The 25-foot minimum width for an undisturbed buffer zone adjacent to designated trout waters shall be measured horizontally from the top of the bank to the nearest edge of the disturbed area.

(iii) Limit on Land Disturbance. Where a temporary and minimal disturbance has been permitted as an exception to the trout buffer, land-disturbing activities in the buffer zone adjacent to designated trout waters shall be limited to a maximum of ten percent (10%) of the total length of the buffer zone within the tract to be disturbed such that there is not more than 100 linear feet of disturbance in each 1000 linear feet of buffer zone. Larger areas may be disturbed with the written approval of the Director.

(iv) Limit on Temperature Fluctuations. No land-disturbing activity shall be undertaken within a buffer zone adjacent to designated trout waters that will cause adverse temperature fluctuations in the trout waters, as set forth in 15 NCAC 2B.0211 "Fresh Surface Water Classification and Standards."

(b) Graded Slopes and Fills. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within 21 calendar days of completion of any phase of grading, be planted or otherwise provided with temporary or permanent ground cover, devices, or structures sufficient to restrain erosion. The angle for graded slopes and fills must be

demonstrated to be stable. Stable is the condition where the soil remains in its original configuration, with or without mechanical constraints.

(c) Fill Material. Materials being used as fill shall be consistent with those described in 15A NCAC 13B .0562 unless the site is permitted by the Department's Division of Waste Management to operate as a landfill. Not all materials described in Section .0562 may be suitable to meet geotechnical considerations of the fill activity and should be evaluated accordingly.

(d) Ground Cover. Whenever land-disturbing activity that will disturb more than _____ acre is undertaken on a tract, the Person conducting the land-disturbing activity shall install erosion and sedimentation control devices and practices that are sufficient to retain the sediment generated by the land disturbing activity within the boundaries of the tract during construction upon and development of said tract, and shall plant or otherwise provide a permanent ground cover sufficient to restrain erosion after completion of construction or development. Except as provided in Section 8(c)(4), provisions for a permanent ground cover sufficient to restrain erosion must be accomplished within 90 calendar days following completion of construction or development.

[NOTE: ONE ACRE OR LESS SHALL BE SPECIFIED IN THE ABOVE PARAGRAPH.]

(e) Prior Plan Approval. No Person shall initiate any land-disturbing activity that will disturb more than _____ acre on a tract unless, thirty (30) or more days prior to initiating the activity, a Plan for the activity is filed with and approved by the (city)(town)(county). An erosion and sedimentation control plan may be filed less than 30 days prior to initiation of a land-disturbing activity if the plan is submitted under an approved express permit program. The land-disturbing activity may be initiated and conducted in accordance with the plan once the plan has been approved.

[NOTE: ONE ACRE OR LESS SHALL BE SPECIFIED IN THE ABOVE PARAGRAPH. LOCAL PROGRAMS MAY HAVE PERMITS WHICH ALLOW FOR LAND DISTURBING ACTIVITIES TO BE INITIATED SUBSEQUENT TO BOTH A PLAN APPROVAL AND THE LOCAL PERMIT BEING ISSUED. IN THIS CASE, THE ABOVE SENTENCE WILL NEED TO BE REVISED OR EXPANDED.]

The (city)(town)(county) shall forward to the Director of the Division of Water Resources a copy of each Plan for a land-disturbing activity that involves the utilization of ditches for the purpose of de-watering or lowering the water table of the tract.

(f) The land-disturbing activity shall be conducted in accordance with the approved erosion and sedimentation control plan.

SECTION 6 Erosion and Sedimentation Control Plans

(a) Plan Submission. A Plan shall be prepared for all land-disturbing activities subject to this ordinance whenever the proposed activity will disturb more than _____ acre on a tract. The Plan shall be filed with the (city)(town)(county); a copy shall be simultaneously submitted to the ____ Soil and Water Conservation District at least 30 days prior to the commencement of the proposed activity.

[NOTE: ONE ACRE OR LESS SHALL BE SPECIFIED IN THE ABOVE PARAGRAPH. THE LAST SENTENCE IN PARAGRAPH (a) DEALING WITH PLAN SUBMISSIONS MAY BE DELETED IF SUBMISSIONS TO THE SOIL AND WATER CONSERVATION DISTRICTS ARE NOT REQUIRED UNDER PARAGRAPH (f) BELOW.]

(b) Financial Responsibility and Ownership. Plans may be disapproved unless accompanied by an authorized statement of financial responsibility and documentation of property ownership. This statement shall be signed by the Person financially responsible for the land-disturbing activity or his attorney in fact. The statement shall include the mailing and street addresses of the principal place of business of (1) the Person financially responsible, (2) the owner of the land, and (3) any registered agents. If the Person financially responsible is not a resident of North Carolina, a North Carolina agent must be designated in the statement for the purpose of receiving notice of compliance or non-compliance with the Plan, the Act, this ordinance, or rules or orders adopted or issued pursuant to this ordinance. Except as provided in subsections (c) or (k) of this section, if the applicant is not the owner of the land to be disturbed, the draft erosion and sedimentation control plan must include the owner's written consent for the applicant to submit a draft erosion and sedimentation control plan and to conduct the anticipated land-disturbing activity.

(c) If the applicant is not the owner of the land to be disturbed and the anticipated land-disturbing activity involves the construction of utility lines for the provision of water, sewer, gas, telecommunications, or electrical service, the draft erosion and sedimentation control plan may be submitted without the written consent of the owner of the land, so long as the owner of the land has been provided prior notice of the project.

(d) Environmental Policy Act Document. Any Plan submitted for a land-disturbing activity for which an environmental document is required by the North Carolina Environment Policy Act (G.S. §113A-1, et seq.) shall be deemed incomplete until a complete environmental document is available for review. The (city)(town)(county) shall promptly notify the Person submitting the Plan that the 30-day time limit for review of the Plan pursuant to this ordinance shall not begin until a complete environmental document is available for review.

(e) Content. The Plan required by this section shall contain architectural or engineering

drawings, maps, assumptions, calculations, and narrative statements as needed to adequately describe the proposed development of the tract and the measures planned to comply with the requirements of this ordinance. Plan content may vary to meet the needs of specific site requirements. Detailed guidelines for Plan preparation may be obtained from the (city)(town)(county) on request.

(f) Soil and Water Conservation District Comments. The District shall review the Plan and submit any comments and recommendations to the (city)(town)(county) within 20 days after the District received the Plan, or within any shorter period of time as may be agreed upon by the District and the (city)(town)(county). Failure of the District to submit its comments and recommendations within 20 days or within any agreed-upon shorter period of time shall not delay final action on the Plan.

[NOTE: PARAGRAPH (f) MAY BE DELETED WITH CONSENT FROM THE SEDIMENTATION CONTROL COMMISSION.]

(g) Timeline for Decisions on Plans. The (city)(town)(county) will review each complete Plan submitted to them and within 30 days of receipt thereof will notify the Person submitting the Plan that it has been approved, approved with modifications, or disapproved. Failure to approve, approve with modifications, or disapprove a complete Plan within 30 days of receipt shall be deemed approval. The (city)(town)(county) will review each revised Plan submitted to them and within 15 days of receipt thereof will notify the Person submitting the Plan that it has been approved, approved with modifications, or disapproved. Failure to approve, approve with modifications, or disapprove a revised Plan within 15 days of receipt shall be deemed approval.

(h) Approval. The (city)(town)(county) shall only approve a Plan upon determining that it complies with all applicable State and local regulations for erosion and sedimentation control. Approval assumes the applicant's compliance with the federal and state water quality laws, regulations and rules. The (city)(town)(county) shall condition approval of Plans upon the applicant's compliance with federal and state water quality laws, regulations and rules. The (city), (town), (county) may establish an expiration date, not to exceed three (3) years, for Plans approved under this ordinance whereby no land-disturbing activity has been undertaken.

(i) Disapproval for Content. The (city)(town)(county) may disapprove a Plan or draft Plan based on its content. A disapproval based upon a Plan's content must specifically state in writing the reasons for disapproval.

(j) Other Disapprovals. The (city)(town)(county) shall disapprove an erosion and sedimentation control plan if implementation of the plan would result in a violation of rules adopted by the Environmental Management Commission to protect riparian buffers along surface waters. The (city)(town)(county) may disapprove an erosion and sedimentation control plan or disapprove a transfer of a plan under subsection (k) of this section upon finding that an applicant

or a parent, subsidiary, or other affiliate of the applicant:

(1) Is conducting or has conducted land-disturbing activity without an approved plan, or has received notice of violation of a plan previously approved by the Commission or a local government pursuant to this Article and has not complied with the notice within the time specified in the notice.
(2) Has failed to pay a civil penalty assessed pursuant to this Article or a local ordinance adopted pursuant to this Article by the time the payment is due.
(3) Has been convicted of a misdemeanor pursuant to G.S. 113A-64(b) or any criminal provision of a local ordinance adopted pursuant to this Article.
(4) Has failed to substantially comply with State rules or local ordinances and regulations adopted pursuant to this Article.

In the event that an erosion and sedimentation control plan or a transfer of a plan is disapproved by the (city)(town)(county) pursuant to subsection (j) of this section, the local government shall so notify the Director of the Division of Energy, Mineral, and Land Resources within 10 days of the disapproval. The (city)(town)(county) shall advise the applicant or the proposed transferee and the Director in writing as to the specific reasons that the plan was disapproved. Notwithstanding the provisions of Section 16(a), the applicant may appeal the local government's disapproval of the plan directly to the Commission.

For purposes of this subsection, an applicant's record or the proposed transferee's record may be considered for only the two years prior to the application date.

(k) Transfer of Plans. The (city)(town)(county) administering an erosion and sedimentation control program may transfer an erosion and sedimentation control plan approved pursuant to this section without the consent of the plan holder to a successor-owner of the property on which the permitted activity is occurring or will occur as provided in this subsection.
(1) The (city)(town)(county) may transfer a plan if all of the following conditions are met:
(i) The successor-owner of the property submits to the local government a written request for the transfer of the plan and an authorized statement of financial responsibility and documentation of property ownership.
(ii) The (city)(town)(county) finds all of the following:
a. The plan holder is one of the following:
1. A natural person who is deceased.
2. A partnership, limited liability corporation, corporation, or any other business association that has been dissolved.
3. A Person who has been lawfully and finally divested of title to the property on which the permitted activity is

occurring or will occur.

4. A Person who has sold the property on which the permitted activity is occurring or will occur.

b. The successor-owner holds title to the property on which the permitted activity is occurring or will occur.

c. The successor-owner is the sole claimant of the right to engage in the permitted activity.

d. There will be no substantial change in the permitted activity.

(2) The plan holder shall comply with all terms and conditions of the plan until such time as the plan is transferred.

(3) The successor-owner shall comply with all terms and conditions of the plan once the plan has been transferred.

(4) Notwithstanding changes to law made after the original issuance of the plan, the (city)(town)(county) may not impose new or different terms and conditions in the plan without the prior express consent of the successor-owner. Nothing in this subsection shall prevent the (city)(town)(county) from requiring a revised plan pursuant to G.S. 113A-54.1(b).

(l) Notice of Activity Initiation. No Person may initiate a land-disturbing activity before notifying the agency that issued the Plan approval of the date that land-disturbing activity will begin.

(m) Preconstruction Conference. When deemed necessary by the Approving Authority, a preconstruction conference may be required and noted on the approved plan.

(n) Display of Plan Approval. A Plan approval issued under this Article shall be prominently displayed until all construction is complete, all temporary measures have been removed, all permanent sedimentation and erosion control measures are installed, and the site has been stabilized. A copy of the approved plan shall be kept on file at the job site.

(o) Required Revisions. After approving a Plan, if the (city)(town)(county), either upon review of such Plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, the (city), (town), (county) shall require a revised Plan. Pending the preparation of the revised Plan, work shall cease or shall continue under conditions outlined by the appropriate authority. If following commencement of a land-disturbing activity pursuant to an approved Plan, the (city)(town)(county) determines that the Plan is inadequate to meet the requirements of this ordinance, the (city, (town), (county) may require any revision of the Plan that is necessary to comply with this ordinance.

(p) Amendment to a Plan. Applications for amendment of a Plan in written and/or graphic form may be made at any time under the same conditions as the original application. Until such time as said amendment is approved by the (city)(town)(county), the land-disturbing activity shall not proceed except in accordance with the Plan as originally approved.

(q) Failure to File a Plan. Any Person engaged in land-disturbing activity who fails to file a Plan in accordance with this ordinance, or who conducts a land-disturbing activity except in accordance with provisions of an approved Plan shall be deemed in violation of this ordinance.

(r) Self-Inspections. The landowner, the financially responsible party, or the landowner's or the financially responsible party's agent shall perform an inspection of the area covered by the plan after each phase of the plan has been completed and after establishment of temporary ground cover in accordance with G.S. 113A-57(2). In addition, weekly and rain-event self-inspections are required by federal regulations, that are implemented through the NPDES Construction General Permit No. NCG 010000. The Person who performs the inspection shall maintain and make available a record of the inspection at the site of the land-disturbing activity. The record shall set out any significant deviation from the approved erosion control plan, identify any measures that may be required to correct the deviation, and document the completion of those measures. The record shall be maintained until permanent ground cover has been established as required by the approved erosion and sedimentation control plan. The inspections required by this subsection shall be in addition to inspections required by G.S. 113A-61.1.

Where inspections are required by Section 6(r) of this Ordinance or G.S. 113A-54.1(e), the following apply:

(1) The inspection shall be performed during or after each of the following phases of the plan;
   (i) initial installation of erosion and sediment control measures;
   (ii) clearing and grubbing of existing ground cover;
   (iii) completion of any grading that requires ground cover;
   (iv) completion of all land-disturbing activity, construction, or development, including permanent ground cover establishment and removal of all temporary measures; and
   (v) transfer of ownership or control of the tract of land where the erosion and sedimentation control plan has been approved and work has begun. The new owner or Person in control shall conduct and document inspections until the project is permanently stabilized as set forth in Sub-Item (iii) of this Item.

(2) Documentation of self-inspections performed under Item (1) of this Rule shall include:
   (i) Visual verification of ground stabilization and other erosion control measures and practices as called for in the approved plan;
   (ii) Verification by measurement of settling basins, temporary construction entrances, energy dissipators, and traps.
   (iii) The name, address, organization affiliation, telephone number, and signature of the person conducting the inspection and the date of the inspection shall be included, whether on a copy of the approved erosion and sedimentation control plan or an inspection report. A

template for an example of an inspection and monitoring report is provided on the DEMLR website at: https://deq.nc.gov/about/divisions/energy-mineral-land-resources/erosion-sediment-control/forms. Any relevant licenses and certifications may also be included. Any documentation of inspections that occur on a copy of the approved erosion and sedimentation control plan shall occur on a single copy of the plan and that plan shall be made available on the site.

(iv) A record of any significant deviation from any erosion or sedimentation control measure from that on the approved plan. For the purpose of this Rule, a "significant deviation" means an omission, alternation, or relocation of an erosion or sedimentation control measure that prevents it from performing as intended. The record shall include measures required to correct the significant deviation, along with documentation of when those measures were taken. Deviations from the approved plan may also be recommended to enhance the intended performance of the sedimentation and erosion control measures.

Except as may be required under federal law, rule or regulation, no periodic self-inspections or rain gauge installation is required on individual residential lots where less than one acre is being disturbed on each lot.

SECTION 7 Basic Control Objectives

An erosion and sedimentation control Plan may be disapproved if the Plan fails to address the following control objectives:

(a) Identify Critical Areas - On-site areas which are subject to severe erosion, and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation, are to be identified and receive special attention.

(b) Limit Time of Exposure - All land-disturbing activities are to be planned and conducted to limit exposure to the shortest time specified in G.S. 113A-57, the rules of the aforementioned Chapter, or as directed by the Approving Authority.

(c) Limit Exposed Areas - All land-disturbing activity is to be planned and conducted to minimize the size of the area to be exposed at any one time.

(d) Control Surface Water - Surface water runoff originating upgrade of exposed areas should be controlled to reduce erosion and sediment loss during the period of exposure.

(e) Control Sedimentation - All land-disturbing activity is to be planned and conducted to prevent off-site sedimentation damage.

(f) Manage Stormwater Runoff - Plans shall be designed so that any increase in velocity of stormwater runoff resulting from a land-disturbing activity will not result in accelerated erosion of the receiving stormwater conveyance or at the point of discharge. Plans shall include measures to prevent accelerated erosion within the project boundary and at the point of discharge.

SECTION 8 Design and Performance Standards

(a) Except as provided in Section 8(b)(2) and Section 8(c)(1) of this ordinance, erosion and sedimentation control measures, structures, and devices shall be planned, designed, and constructed to provide protection from the calculated maximum peak rate of runoff from the ten-year storm. Runoff rates shall be calculated using the procedures in the latest edition of the United States Department of Agriculture (USDA), Natural Resources Conservation Service's "National Engineering Field Handbook", or other acceptable calculation procedures.

(b) HQW Zones. In High Quality Water (HQW) zones the following design standards shall apply:

(1) Limit on Uncovered Area. Uncovered areas in HQW zones shall be limited at any time to a maximum total area of twenty acres within the boundaries of the tract. Only the portion of the land-disturbing activity within a HQW zone shall be governed by this section. Larger areas may be uncovered within the boundaries of the tract with the written approval of the Director upon providing engineering justification with a construction sequence that considers phasing, limiting exposure, weekly submitted self-inspection reports, and a more conservative design than the Twenty-five Year Storm.

(2) Maximum Peak Rate of Runoff Protection. Erosion and sedimentation control measures, structures, and devices within HQW zones shall be planned, designed and constructed to provide protection from the runoff of the twenty-five year storm which produces the maximum peak rate of runoff as calculated according to procedures in the latest edition of the United States Department of Agriculture Natural Resources Conservation Service's "National Engineering Field Handbook" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.

(3) Sediment Basin Design. Sediment basins within HQW zones shall be designed and constructed according to the following criteria:

(i) use a surface withdrawal mechanism, except when the basin drainage area is less than 1.0 acre;

(ii) have a minimum of 1800 cubic feet of storage area per acre of disturbed area;

(iii) have a minimum surface area of 325 square feet per cfs of the

Twenty-five Year Storm (Q25) peak flow;

(iv) have a minimum dewatering time of 48 hours;

(v) incorporate 3 baffles, unless the basin is less than 20 feet in length, in which case 2 baffles shall be sufficient.

Upon a written request of the applicant, the Director may allow alternative design and control measures in lieu of meeting the conditions required in subparagraphs (3)(ii) through (3)(v) of this sub-section if the applicant demonstrates that meeting all of those conditions will result in design or operational hardships and that the alternative measures will provide an equal or more effective level of erosion and sediment control on the site. Alternative measures may include quicker application of ground cover, use of sediment flocculants, and use of enhanced ground cover practices.

(4) Grade. Newly constructed open channels in HQW zones shall be designed and constructed with side slopes no steeper than two horizontal to one vertical if a vegetative cover is used for stabilization unless soil conditions permit a steeper slope or where the slopes are stabilized by using mechanical devices, structural devices or other forms of ditch liners proven as being effective in restraining accelerated erosion. In any event, the angle for side slopes shall be sufficient to restrain accelerated erosion.

(c) Design Standards for The Upper Neuse River Basin (Falls Lake Watershed)

In addition to any other requirements of State, federal, and local law, land-disturbing activity in the watershed of the drinking water supply reservoir that meets the applicability requirements of Session Law 2009-486, Section 3. (a), shall meet all of the following design standards for sedimentation and erosion control:

(1) Erosion and sedimentation control measures, structures, and devices shall be planned, designed, and constructed to provide protection from the runoff of the 25-year storm that produces the maximum peak rate of runoff as calculated according to procedures set out in the latest edition of the United States Department of Agriculture Natural Resources Conservation Service's "Engineering Field Handbook" found through nrcs.usda.gov or according to procedures adopted by any other agency of the State or the United States.

(2) Sediment basins shall be planned, designed, and constructed so that the basin will have a settling efficiency of at least 70 percent for the 40-micron size soil particle transported into the basin by the runoff of the two-year storm that produces the maximum peak rate of runoff as calculated according to procedures in the latest edition of the United States Department of Agriculture Natural Resources Conservation Service's "National Engineering Field Handbook" or according to procedures adopted by any other agency of the State or the United States.

(3) Newly constructed open channels shall be planned, designed, and constructed with side slopes no steeper than two horizontal to one vertical if a vegetative cover is used for stabilization unless soil conditions permit

steeper side slopes or where the side slopes are stabilized by using mechanical devices, structural devices, or other ditch liners sufficient to restrain accelerated erosion. The angle for side slopes shall be sufficient to restrain accelerated erosion, as determined by the Approving Authority, based on soil conditions.

(4) For an area of land-disturbing activity where grading activities have been completed, temporary or permanent ground cover sufficient to restrain erosion shall be provided as soon as practicable, but in no case later than seven calendar days after completion of grading. For an area of land-disturbing activity where grading activities have not been completed, temporary ground cover shall be provided as follows:

(i) For an area with no slope, temporary ground cover shall be provided for the area if it has not been disturbed for a period of 14 calendar days.

(ii) For an area of moderate slope, temporary ground cover shall be provided for the area if it has not been disturbed for a period of 10 calendar days. For purposes of this Item, "moderate slope" means an inclined area, the inclination of which is less than or equal to three units of horizontal distance to one unit of vertical distance.

(iii) For an area of steep slope, temporary ground cover shall be provided for the area if it has not been disturbed for a period of seven calendar days. For purposes of this Item, "steep slope" means an inclined area, the inclination of which is greater than three units of horizontal distance to one unit of vertical distance.

SECTION 9 Storm Water Outlet Protection

(a) Intent. Stream banks and channels downstream from any land disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land disturbing activity.

(b) Performance standard. Persons shall conduct land-disturbing activity so that the post construction velocity of the 10-year storm runoff in the receiving watercourse to the discharge point does not exceed the greater of:

(1) the velocity established by the Maximum Permissible Velocities Table set out within this subsection; or

(2) the velocity of the ten-year storm runoff in the receiving watercourse prior to development.

If condition (1) or (2) of this Paragraph cannot be met, then the receiving watercourse to and including the discharge point shall be designed and constructed to withstand the expected velocity anywhere the velocity exceeds the “prior to development” velocity by 10%.

Maximum Permissible Velocities Table

The following is a table for maximum permissible velocity for storm water discharges in feet per second (F.P.S.) and meters per second (M.P.S.):

Material	F.P.S.	M.P.S.
Fine sand (noncolloidal)	2.5	0.8
Sandy loam (noncolloidal)	2.5	0.8
Silt loam (noncolloidal)	3.0	0.9
Ordinary firm loam	3.5	1.1
Fine gravel	5.0	1.5
Stiff clay (very colloidal)	5.0	1.5
Graded, loam to cobbles (noncolloidal)	5.0	1.5
Graded, silt to cobbles (Colloidal)	5.5	1.7
Alluvial silts (noncolloidal)	3.5	1.1
Alluvial silts (colloidal)	5.0	1.5
Coarse gravel (noncolloidal)	6.0	1.8
Cobbles and shingles	5.5	1.7
Shales and hard pans	6.0	1.8

Source - Adapted from recommendations by Special Committee on Irrigation Research, American Society of Civil Engineers, 1926, for channels with straight alignment. For sinuous channels, multiply allowable velocity by 0.95 for slightly sinuous, by 0.9 for moderately sinuous channels, and by 0.8 for highly sinuous channels.

(c) Acceptable Management Measures - Measures applied alone or in combination to satisfy the intent of this section are acceptable if there are no objectionable secondary consequences. The (city)(town)(county) recognizes that the management of storm water runoff to minimize or control downstream channel and bank erosion is a developing technology. Innovative techniques and ideas will be considered and may be used when shown to have the potential to produce successful results. Some alternatives, while not exhaustive, are to:

(1) Avoid increases in surface runoff volume and velocity by including measures to promote infiltration to compensate for increased runoff from areas rendered impervious;

(2) Avoid increases in storm water discharge velocities by using vegetated or

roughened swales and waterways in place of closed drains and high velocity paved sections:

(3) Provide energy dissipators at outlets of storm drainage facilities to reduce flow velocities to the point of discharge;

(4) Protect watercourses subject to accelerated erosion by improving cross sections and/or providing erosion-resistant lining; and

(5) Upgrade or replace the receiving device structure, or watercourse such that it will receive and conduct the flow to a point where it is no longer subject to degradation from the increased rate of flow or increased velocity.

(d) Exceptions - This rule shall not apply where it can be demonstrated to the (city), (town), (county) that storm water discharge velocities will not create an erosion problem in the receiving watercourse.

SECTION 10 Borrow and Waste Areas

If the same Person conducts the land-disturbing activity and any related borrow or waste activity, the related borrow or waste activity shall constitute part of the land-disturbing activity, unless the borrow or waste activity is regulated under the Mining Act of 1971, G.S. 74, Article 7, or is a landfill regulated by the Division of Waste Management. If the land-disturbing activity and any related borrow or waste activity are not conducted by the same Person, they shall be considered by the Approving Authority as separate land-disturbing activities.

SECTION 11 Access and Haul Roads

Temporary access and haul roads, other than public roads, constructed or used in connection with any land-disturbing activity shall be considered a part of such activity.

SECTION 12 Operations in Lakes or Natural Watercourses

Land disturbing activity in connection with construction in, on, over, or under a lake or natural watercourse shall minimize the extent and duration of disruption of the stream channel. Where relocation of a stream forms an essential part of the proposed activity, the relocation shall minimize changes in the stream flow characteristics.

SECTION 13 Responsibility for Maintenance

During the development of a site, the Person conducting the land-disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved plan or any provision of this Ordinance, the Act, or any order adopted pursuant to this ordinance or the Act. After site development, the landowner or Person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a governmental agency.

SECTION 14 Additional Measures

Whenever the (city)(town)(county), determines that accelerated erosion and sedimentation continues despite the installation of protective practices, they shall direct the Person conducting the land-disturbing activity to take additional protective action necessary to achieve compliance with the conditions specified in the Act or its rules.

SECTION 15 Fees

The (city)(town)(county), may establish a fee schedule for the review and approval of Plans.

[NOTE: THE LOCAL PROGRAM SHALL CONSIDER THE ADMINISTRATIVE AND PERSONNEL COSTS INCURRED FOR REVIEWING THE PLANS AND FOR COMPLIANCE RELATED ACTIVITES.]

[NOTE: UNDER G.S. §113A-60(a), THE FEE FOR A SINGLE-FAMILY LOT IN A RESIDENTIAL, OR COMMON PLAN OF, DEVELOPMENT THAT IS LESS THAN ONE ACRE CANNOT EXCEED $100.00 PER LOT.]

SECTION 16 Plan Appeals

(a) Except as provided in Section 16(b) of this ordinance, the appeal of a disapproval or approval with modifications of a Plan shall governed by the following provisions:

(1) The disapproval or modification of any proposed Plan by the (city)(town)(county), shall entitle the Person submitting the Plan to a public hearing if such Person submits written demand for a hearing within 15 days after receipt of written notice of disapproval or modifications.

(2) A hearing held pursuant to this section shall be conducted by the (city)(town)(county), (appropriate local agency), within _____ days after the date of the appeal or request for a hearing.

(3) The agency conducting the hearings shall make recommendations to the governing body of the (city)(town)(county), within ____ days after the date of the hearing on any Plan.

(4) The Governing Body of the (city)(town)(county), will render its final decision on any Plan within ____ days of receipt of the recommendations from the agency conducting the hearing.

(5) If the (city)(town)(county) upholds the disapproval or modification of a proposed Plan following the hearing, the Person submitting the Plan shall then be entitled to appeal the (city)(town)(county)'s decision to the Commission as provided in G.S. 113A-61(c) and 15A NCAC 4B .0118(d)

[NOTE: THE APPEALS PROCEDURES ABOVE ARE INCLUDED ONLY TO ENSURE THAT EACH LOCAL ORDINANCE CONTAINS PROCEDURES FOR APPEALS. THE PROCEDURE SHOULD BE WRITTEN TO CONFORM TO APPLICABLE EXISTING PROCEDURES, OR AS CREATED FOR THE ADMINISTRATION OF THE ORDINANCE.]

(b) In the event that a Plan is disapproved pursuant to Section 6(j) of this ordinance, the applicant may appeal the (city)(town)(county)'s disapproval of the Plan directly to the Commission.

SECTION 17 Inspections and Investigations

(a) Inspection. Agents, officials, or other qualified persons authorized by the (city), (town), (county), will periodically inspect land-disturbing activities to ensure compliance with the Act, this ordinance, or rules or orders adopted or issued pursuant to this ordinance, and to determine whether the measures required in the Plan are effective in controlling erosion and sedimentation resulting from land-disturbing activity. Notice of the right to inspect shall be included in the certificate of approval of each Plan.

(b) Willful Resistance, Delay or Obstruction. No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of the (city), (town), (county), while that person is inspecting or attempting to inspect a land-disturbing activity under this section.

(c) Notice of Violation. If the (city)(town)(county) determines that a Person engaged in land-disturbing activity has failed to comply with the Act, this ordinance, or rules, or orders adopted or issued pursuant to this ordinance, a notice of violation shall be served upon that Person. The notice may be served by any means authorized under GS 1A-1, Rule 4. The notice shall specify a date by which the

Person must comply with the Act, or this ordinance, or rules, or orders adopted pursuant to this ordinance, and inform the Person of the actions that need to be taken to comply with the Act, this ordinance, or rules or orders adopted pursuant to this ordinance. Any Person who fails to comply within the time specified is subject to additional civil and criminal penalties for a continuing violation as provided in G.S. 113A-64 and this ordinance. If the Person engaged in the land-disturbing activity has not received a previous notice of violation under this section, the (city)(town)(county) shall offer assistance in developing corrective measures. Assistance may be provided by referral to a technical assistance program on behalf of the Approving Authority, referral to a cooperative extension program, or by the provision of written materials such as Department guidance documents. The notice of violation may be served in the manner prescribed for service of process by G.S. 1A-1, Rule 4, and shall include information on how to obtain assistance in developing corrective measures.

(d) Investigation. The (city)(town)(county), shall have the power to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this ordinance, and who presents appropriate credentials for this purpose to enter at reasonable times, any property, public or private, for the purpose of investigating and inspecting the sites of any land-disturbing activity.

(e) Statements and Reports. The (city)(town)(county), shall also have the power to require written statements, or filing of reports under oath, with respect to pertinent questions relating to land-disturbing activity.

SECTION 18 Penalties

(a) Civil Penalties

(1) Civil Penalty for a Violation. Any Person who violates any of the provisions of this ordinance, or rule or order adopted or issued pursuant to this ordinance, or who initiates or continues a land-disturbing activity for which a Plan is required except in accordance with the terms, conditions, and provisions of an approved Plan, is subject to a civil penalty. The maximum civil penalty amount that the (city)(town)(county) may assess per violation is five thousand dollars ($5,000.00). A civil penalty may be assessed from the date of the violation. Each day of a continuing violation shall constitute a separate violation. When the Person has not been assessed any civil penalty under this subsection for any previous violation, and that Person abated continuing environmental damage resulting from the violation within 180 days from the date of the notice of violation, the maximum cumulative total civil penalty assessed under this subsection for all violations associated with the land-disturbing activity for which the erosion and sedimentation control plan is required is twenty-five thousand dollars ($25,000).

[NOTE: UNDER G.S. §113A-61.1(d), DAMAGE OR DESTRUCTION OF A SILT FENCE OCCURRING DURING LAND-DISTURBING ACTIVITIES OR CONSTRUCTION ON A DEVELOPMENT PROJECT SHALL NOT BE ASSESSED A CIVIL PENALTY PROVIDED THAT THE SILT FENCE IS REPAIRED OR REPLACED WITHIN THE COMPLIANCE PERIOD/DEADLINE NOTED IN THE INSPECTION REPORT OR NOTICE OF VIOLATION. ENSURE VIOLATORS HAVE AN OPPORTUNITY TO CORRECT THESE VIOLATIONS. THIS STATUTE DOES NOT APPLY TO OFF-SITE SEDIMENT THAT OCCURS DUE TO THE SILT FENCE NOT BEING IN PLACE, BUT MERELY DAMAGE TO THE SILT FENCE ITSELF.]

(2) Civil Penalty Assessment Factors. The governing body of the (city)(town)(county) shall determine the amount of the civil penalty based upon the following factors:

(i) the degree and extent of harm caused by the violation,
(ii) the cost of rectifying the damage,
(iii) the amount of money the violator saved by noncompliance,
(iv) whether the violation was committed willfully, and
(v) the prior record of the violator in complying of failing to comply with this ordinance.

(3) Notice of Civil Penalty Assessment. The governing body of the (city)(town)(county) shall provide notice of the civil penalty amount and basis for assessment to the Person assessed. The notice of assessment shall be served by any means authorized under G.S. 1A-1, Rule 4. A notice of assessment by the (city)(town)(county) shall direct the violator to either pay the assessment, contest the assessment within 30 days by filing a petition for hearing with the (city)(town)(county) (as directed by procedures within the local ordinances or regulations adopted to establish and enforce the erosion and sedimentation control program), or file a request with the (city, town, county commission/board) for remission of the assessment within 30 days of receipt of the notice of assessment. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the North Carolina General Statutes and a stipulation of the facts on which the assessment was based.

(4) Final Decision: The final decision on contested assessments shall be made by the governing body of the (city)(town)(county) in accordance with (the local ordinances or regulations adopted to establish and enforce the erosion and sedimentation control program.)

(5) Appeal of Final Decision. Appeal of the final decision of the governing body of the (city)(town)(county) shall be to the Superior Court of the county where the violation occurred. Such appeals must be made within 30 days of the final decision of the governing body of the (city)(town)(county).

(6) Remission of Civil Penalties. A request for remission of a civil penalty imposed under G.S. 113A-64 may be filed with the (city, town, county commission/board) within 30 days of receipt of the notice of assessment. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the General Statutes and a stipulation of the facts on which the assessment was based. The following factors shall be considered in determining whether a civil penalty remission request will be approved:

(i) Whether one or more of the civil penalty assessment factors in G.S. 113A-64(a)(3) were wrongly applied to the detriment of the petitioner.
(ii) Whether the petitioner promptly abated continuing environmental damage resulting from the violation.
(iii) Whether the violation was inadvertent or a result of an accident.
(iv) Whether the petitioner had been assessed civil penalties for any previous violations.
(v) Whether payment of the civil penalty will prevent payment for necessary remedial actions or would otherwise create a significant financial hardship.
(vi) The assessed property tax valuation of the petitioner's property upon which the violation occurred, excluding the value of any structures located on the property.

[NOTE: THE PETITIONER HAS THE BURDEN OF PROVIDING INFORMATION CONCERNING THE FINANCIAL IMPACT OF A CIVIL PENALTY ON THE PETITIONER AND THE BURDEN OF SHOWING THE PETITIONER'S FINANCIAL HARDSHIP. THE CITY/TOWN/COUNTY COMMISSION OR BOARD MAY REMIT THE ENTIRE AMOUNT OF THE PENALTY ONLY WHEN THE PETITIONER HAS NOT BEEN ASSESSED CIVIL PENALTIES FOR PREVIOUS VIOLATIONS AND PAYMENT OF THE CIVIL PENALTY WILL PREVENT PAYMENT FOR NECESSARY REMEDIAL ACTIONS. THE CITY/TOWN/COUNTY COMMISSION OR BOARD MAY NOT IMPOSE A PENALTY UNDER THIS SECTION THAT IS IN EXCESS OF THE CIVIL PENALTY IMPOSED BY THE LOCAL PROGRAM.]

[NOTE: THE FOREGOING PROCEDURES ARE OFFERED AS GUIDANCE TO LOCAL GOVERNMENTS TO ENSURE THAT CIVIL PENALTIES ARE ACCOMPANIED BY REMISSION REQUESTS AND APPEAL PROCEDURES, INCLUDING HEARING OPPORTUNITIES. REFER TO THE REMISSION GUIDELINES FOR LOCAL GOVERNMENT EROSION AND SEDIMENT CONTROL PROGRAMS FOR THE FULL PROCEDURE.]

(7) Collection. If payment is not received within 30 days after it is due, the (city)(town)(county) may institute a civil action to recover the amount of the assessment. The civil action may be brought in the Superior Court of the county where the violation occurred, or the violator's residence or principal place of business is located. Such civil actions must be filed within three (3) years of the date the assessment was due. An assessment that is not contested and a remission that is not requested is due when the violator is served with a notice of assessment. An assessment that is contested or a remission that is requested is due at the conclusion of the administrative and judicial review of the assessment.

(8) Credit of Civil Penalties. The clear proceeds of civil penalties collected by the (city)(town)(county) under this subsection shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. Penalties collected by the (city)(town)(county) may be diminished only by the actual costs of collection. The collection cost percentage to be used shall be established and approved by the North Carolina Office of State Budget and Management on an annual basis, based upon the computation of actual collection costs by the (city)(town)(county) for the prior fiscal year.

[IN ANY EVENT, THE COST PERCENTAGE SHALL NOT EXCEED TWENTY PERCENT (20%) OF PENALTIES COLLECTED.]

(b) Criminal Penalties. Any Person who knowingly or willfully violates any provision of this ordinance, or rule or order adopted or issued by the Commission or a local government, or who knowingly or willfully initiates or continues a land-disturbing activity for which a Plan is required except in accordance with the terms, conditions, and provisions of an approved Plan, shall be guilty of a Class 2 misdemeanor which may include a fine not to exceed $5,000 as provided in G.S. 113A-64.

SECTION 19 Injunctive Relief

(a) Violation of Local Program. Whenever the governing body has reasonable cause to believe that any Person is violating or threatening to violate any ordinance, rule, regulation or order adopted or issued by the (city)(town)(county), or any term, condition, or provision of an approved Plan, it may, either before or after the institution of any other action or proceeding authorized by this ordinance, institute a civil action in the name of the (city)(town)(county), for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county in which the violation is occurring or is threatened.

(b) Abatement of Violation. Upon determination by a court that an alleged violation is occurring or is threatened, the court shall enter any order or judgment that is

necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to the proceedings from any civil or criminal penalty prescribed for violations of this ordinance.

SECTION 20 Restoration After Non-Compliance

The (city)(town)(county), may require a Person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57 (3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this ordinance.

SECTION 21 Severability

If any section or section or sections of this ordinance is/are held to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

SECTION 22 Effective Date

This ordinance becomes effective on _____.

[IN ESTABLISHING AN EFFECTIVE DATE, THE LOCAL GOVERNMENT SHOULD CONSIDER THE NEED FOR LEAD-TIME TO ORIENT AND EDUCATE THOSE AFFECTED BY FULL IMPLEMENTATION OF THE ORDINANCE.]

AGENDA

North Carolina Sedimentation Control Commission
Business Meeting

Green Square Building Training Room
1st Floor, Room 1210
217 West Jones Street
Raleigh North Carolina
This meeting will be held at the above location and via webinar.

November 15, 2022, 10:00 AM

The Elections and Ethics Enforcement Act mandates that the Chair inquire as to whether any member knows of any known conflict of interest or appearance of conflict with respect to matters before the Commission. Executive Order 34 requires any member to recuse herself or himself from voting on any matter before this Commission which would confer a financial benefit on the member. If any member knows of a conflict of interest, appearance of a conflict, or possible financial benefit please so state at this time.

Dr. Susan White, Chair, Presiding

I. **Preliminary Matters**

A. Call to Order

B. Recognition of Those Attending

C. Swearing in of New Members, if Present

D. Approval of Meeting Minutes from August 18, 2022

II. **Action Items**

A. 2023 Local Program Workshop – Ms. Rebecca Coppa
Staff are requesting approval of funds for a contract with the WRRI to assist in the planning and execution of this annual workshop.

B. Watauga County Review – Mr. Graham Parrish
Staff are presenting findings and recommending continuing the delegation of this program.

C. Town of Boone Review – Mr. Graham Parrish
Staff are presenting findings and recommending continuing the delegation of this program.

D. City of High Point Ordinance Review – Ms. Julie Coco
Staff will introduce the adopted ordinance for a formal review and approval by the members.

E. NCDOT Annual Program Review – Mr. Graham Parrish & Ms. Julie Coco
Staff are presenting findings and recommending continuing the delegation of this program.

F. Ethics Liaison to the State Government Ethics Act – Dr. Susan White
The Chair will ask members to serve as the Ethics Liaison and vote to approve a volunteer.

III. **Information Items**

A. NCDOT Report – Ms. Julie Coco
Staff will report on any Trout Buffer Waivers received or ICAs issued by the Department of Transportation during the quarter.

B. Durham County Ordinance Review – Ms. Julie Coco
Staff will introduce the ordinance for an informal review by the members.

C. City of Charlotte Ordinance Review – Ms. Julie Coco
Staff will introduce the ordinance for an informal review by the members.

D. Town of Apex Ordinance Review – Ms. Julie Coco
Staff will introduce the ordinance for an informal review by the members.

E. Commission Technical Committee Update – Mr. Mark Taylor
The Committee Chair will provide an update on this committee's meetings.

F. Land Quality Section Active Sediment Cases and Enforcement — Ms. Julie Coco
Staff will report on the status of Civil Penalty Assessments, action on Civil Penalty Assessments, and Judicial Actions.

G. Education Program Status Report — Ms. Rebecca Coppa
Staff will report on Sediment Education Program activities.

H. Sediment Program Status Report — Ms. Julie Coco
Staff will report on LQS's current statewide plan approval, inspection, and enforcement activities.

I. Land Quality Section Report — Mr. Toby Vinson
Staff will provide a report on the current number of vacancies in the Section and other LQS activities.

J. Remissions of Civil Penalties — Ms. Sarah Zambon
Counsel will provide an overview of the criteria and process for hearing, deliberating and voting on requests for the remission of civil penalties.

K. Vice-Chair for the Commission – Dr. Susan White
The Chair will discuss the anticipation of voting for a vice-chair at the February meeting.

IV. **Conclusion**

A. Remarks by DEMLR Director
B. Remarks by Commission Members
C. Remarks by Chairman
D. Adjournment

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: February 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential.

Approval Recommended?

Yes

Item Details

NCGS §143-318.11 (1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: February 14, 2023

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(6) for a personnel matter

Approval Recommended?

Yes

Item Details

NCGS §143-318.11 (6):

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: February 14, 2023

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(6) for a personnel matter

Approval Recommended?

Yes

Item Details

NCGS §143-318.11 (6):

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

Attachments

- N/A