AGENDA | REGULAR TOWN COUNCIL MEETING

November 28, 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 Killingsworth
Council Members: Brett D. Gantt; Terry Mahaffey; Edward Gray; Arno Zegerman
Interim 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 – Amended and Restated Full Requirements Power Sales Agreement between North Carolina Eastern Municipal Power Agency and the Town of Apex

Eric Neumann, Director, Electric Utilities Department

CN2 Construction Contract Award - Pacos Construction Company, Inc - Bridge Preservation – Various Locations

Adam Stephenson, Transportation Engineering Manager, Transportation and Infra. Dev. Dept.

CN3 Contract Multi-Year - Enpira, Inc - Technology and Software Support for Utility Data - November 30, 2023 through June 30, 2026

Amanda Grogan, Director, Budget and Performance Management Department

CN4 Contract Multi-Year - Microsoft Corporation - Enterprise Enrollment - November 1, 2023 through November 30, 2026

Erika Sacco, Director, IT Department

CN5 Resolution - Accepting American Rescue Grant Funds from NC Division of Water Infrastructure (DWI) and Capital Project Ordinance Amendment 2024-8

Matthew Reker, Utilities Engineer, Water Resources Department

CN6 Unified Development Ordinance (UDO) Amendments - October 24, 2023 - Statement

Amanda Bunce, Current Planning Manager, Planning Department

PRESENTATIONS

PR1 Recognition – Apex Friendship High School Students - Women's Tennis Double State Champions

Jacques K. Gilbert, Mayor

PR2 Western Wake Ministry Presentation

Seaira Green, Executive Director of Western Wake Ministry

Mayor Jacques K. Gilbert, Sponsor

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. 765 – Alderwood – Two Remaining Parcels – 5.226 acres

Dianne Khin, Director, Planning Department

PH2 Annexation No. 766 – Veridea No. 1 (Tracts One through Six) – 111.02 acres

Dianne Khin, Director, Planning Department

PH3 Apex Transportation Plan Amendment - Chanticlair Drive

Shannon Cox, Long-Range Planning Manager, Planning Department

PH4 Annexation No. 768 - 9613 Horton Road – 17.41 acres

Shelly Mayo, Planner II, Planning Department

AND

PH5 Rezoning Case No. 23CZ18 - 9551 and 9613 Horton Road

Shelly Mayo, Planner II, Planning Department

PH6 Rezoning Case No. 23CZ16 - Friendship Station PUD Amendment

Liz Loftin, Senior Planner, Planning Department

NEW BUSINESS

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Steve Adams, Real Estate and Utilities Acquisition Specialist

NCGS § 143-318.11(a)(5)

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease."

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 28, 2023

Item Details

Presenter(s): Eric Neumann, Director

Department(s): Electric Utilities

Requested Motion

Motion to adopt an ordinance determining that it is in the best interests of the Town of Apex to Approve and Authorize the Execution and Delivery of the Amended and Restated Full Requirements Power Sales Agreement Between the Town of Apex and North Carolina Eastern Municipal Power Agency, and authorize the Mayor, Town Attorney, Town Clerk, and Finance Director to execute the necessary agreement and certification documents.

Approval Recommended?

Town Leadership, including the Town Attorney have reviewed this agreement and recommend approval.

Item Details

North Carolina Eastern Municipal Power Agency ("Power Agency") and Duke Energy Progress ("DEP") entered into and executed the Tenth Amended and Restated Full Requirements Power Purchase Agreement (the "Amended and Restated FRPPA") on June 27, 2023. Included in the Amended and Restated FRPPA are changes to many of the defined terms used therein, defined terms that are also used in the Full Requirements Power Sales Agreement entered into between Power Agency and your municipality as of April 24, 2015.

To maintain consistency, the Board of Directors of Power Agency, on September 22, 2023, determined that it is in the best interests of the Power Agency and its members to enter into the Amended and Restated Full Requirements Power Sales Agreement ("Amended and Restated FRPSA") to give effect to the many changed definitions in the Amended and Restated FRPPA, and the Board of Directors recommended that the Amended and Restated FRPSA be approved by Power Agency's members. To effectuate this transaction, Power Agency needs the unanimous consent of its Members to approve and execute the Amended and Restated FRPSA.

Attachments

- CN1-A1: Ordinance – Approve and Authorize Execution of the Amended and Restated Full Requirements Power Sales Agreement
- CN1-A2: Resolution – Adopted by North Carolina Eastern Municipal Power Agency
- CN1-A3: Clerk Certification - Amended and Restated Full Requirements Power Sales Agreement
- CN1-A4: Agreement - Amended and Restated Full Requirements Power Sales Agreement

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF APEX, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE TOWN OF APEX TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT BETWEEN THE TOWN OF APEX AND NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

WHEREAS, the Town of Apex (the "Municipality") and North Carolina Eastern Municipal Power Agency ("Power Agency") entered into a Full Requirements Power Sales Agreement (the "FRPSA"), dated as of the twenty-fourth day of September, 2015, pursuant to which Power Agency sells and each Member purchases its Full Requirements Bulk Power Supply requirements (as that term is defined in the FRPSA); and

WHEREAS, the Board of Directors of Power Agency, by motion properly made and approved at its meeting on May 25, 2023, approved and authorized the execution and delivery of Tenth Amended and Restated Full Requirements Power Purchase Agreement (the "FRPPA") between the Power Agency and Duke Energy Progress, LLC (including successors and permitted assigns, "DEP"), pursuant to which Power Agency has agreed to purchase from DEP and DEP has agreed to sell to Power Agency Power Agency's full requirements capacity and energy to serve the load of the electric power customers of Power Agency's members, the electric needs of which the members have undertaken the obligation to meet, and contingent upon a recommendation by the Rate Committee and approval by the Board of Commissioners of Power Agency; and

WHEREAS, by motions properly made and approved at meetings on June 7, 2023 and June 8, 2023, the Rate Committee and the Board of Commissioners, respectively, recommended that staff execute and approve the FRPPA in the name and on behalf of the Power Agency; and

WHEREAS, on September 22, 2023, the Board of Directors of Power Agency adopted Resolution BRR-10-23, which, among other things, (i) ratified the approval and execution of the FRPPA by the Chief Executive Officer in the name and on behalf of Power Agency and (ii) authorized Power Agency to execute and deliver to each Member an Amended and Restated Full Requirements Power Sales Agreement (the "Amended and Restated FRPSA") to give effect to the transactions contemplated by the FRPPA; and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the FRPPA, (ii) Resolution BDR-10-23, and (iii) an executed Amended and Restated FRPSA, dated as of September 22, 2023; and

WHEREAS, the Town Council of the Municipality (the "Governing Body") has taken into consideration the benefits which might be achieved by approving, executing and delivering the Amended and Restated FRPSA.

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Apex:

1. After due consideration to the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality to enter into the Amended and Restated FRPSA.

2. The Governing Body hereby authorizes and directs that the Amended and Restated FRPSA be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of the Amended and Restated FRPSA presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amended and Restated FRPSA.

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) the FRPPA, (ii) Resolution BDR-10-23, and (iii) the proposed Amended and Restated FRPSA as presented and available at this meeting.

5. This Ordinance shall become effective upon its adoption.

ADOPTED this _____ day of _____, 2023.

_____
Mayor

ATTEST:

_____
_____ Clerk

(SEAL)

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

BOARD OF DIRECTORS

RESOLUTION BDR-10-23

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT AND RELATING TO OTHER MATTERS IN CONNECTION WITH THE FOREGOING

WHEREAS, by motion properly made and approved at its meeting on May 25, 2023, the Board of Directors of North Carolina Eastern Municipal Power Agency ("Power Agency") approved and authorized the execution of the Tenth Amended and Restated Full Requirements Power Purchase Agreement (the "FRPPA") between Power Agency and Duke Energy Progress, LLC ("DEP"), contingent, however, upon a recommendation by the Rate Committee and approval by the Board of Commissioners of Power Agency; and

WHEREAS, by motion properly made and approved at its meeting on June 7, 2023, the Rate Committee recommended that staff execute the FRPPA in the name and on behalf of the Power Agency; and

WHEREAS, by motion properly made and approved at its meeting on June 8, 2023, the Board of Commissioners of Power Agency approved and authorized staff to execute the FRPPA in the name and on behalf of the Power Agency; and

WHEREAS, Power Agency and DEP executed the FRPPA as of June 27, 2023, with an effective date of January 1, 2023; and

WHEREAS, Power Agency and each of its Members has executed a Full Requirements Power Sales Agreement, dated as of April 24, 2015 (the "FRPSA"), pursuant to which Power Agency sells and each Member purchases its Full Requirements Bulk Power Supply requirements (as that term is defined in the FRPSA); and

WHEREAS, the FRPPA has amended the definition of certain of the defined terms set forth therein, many of which terms are also defined and/or used in the FRPSA; and

WHEREAS, as a result of the foregoing, it is necessary and desirable to amend certain definitions in the FRPSA so that their meanings and use conform to the meanings and use set forth in the FRPPA, as well as to make certain other necessary and desirable amendments thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF POWER AGENCY:

1. It is hereby found and determined that it is in the best interests of Power Agency to ratify the approval and execution of the FRPPA between the Power Agency and DEP. The Board

therefore ratifies the approval and execution of the FRPPA by the Chief Executive Officer in the name and on behalf of Power Agency and thereupon directs the Assistant Secretary to cause such executed FRPPA to be delivered to Power Agency's Members.

2. It is hereby found and determined that it is in the best interests of Power Agency to enter into the Amended and Restated Full Requirements Power Sales Agreement (the "Amended and Restated FRPSA"), substantially in the form presented to this meeting and designated as "Draft, September 15, 2023" (the "Draft"). The Board therefore authorizes and directs the Chief Executive Officer and an Assistant Secretary to execute for and on behalf of Power Agency the Amended and Restated FRPSA substantially in the form and substance of the Draft, with such additions, changes, deletions, or modifications thereto as, after consultation with counsel and upon approval of the Chairman and Chief Executive Officer, may be necessary, advisable or convenient, in the name and on behalf of Power Agency and thereupon to cause such executed Amended and Restated FRPSA to be delivered to Power Agency's Members with the recommendation of this Board of Directors that it be approved and executed by the Members.

3. The execution of the Amended and Restated FRPSA by the Chief Executive Officer and an Assistant Secretary shall constitute conclusive evidence of such consultation with counsel and final approval by both the Chairman and Chief Executive Officer of any and all changes or revisions therein from the Draft.

4. This Board hereby authorizes and directs its proper officers, counsel, employees and agents to execute such other documents and take such action as upon the advice of counsel shall be necessary, advisable or convenient to (i) obtain the unanimous consent of Power Agency's Members to, and approval of (a) the Amended and Restated FRPSA, and (b) such other documents or agreements as may be necessary to effect or implement (a), and (ii) carry out the other transactions contemplated by this Resolution.

5. In connection with the directive set forth in Section 4(i) of this Resolution, this Board hereby directs the Chief Executive Officer to cause to be furnished to each member of Power Agency a copy of each of the following: (i) this Resolution, (ii) the FRPPA, and (iii) execution and work copies of the Amended and Restated FRPSA.

6. This Board hereby directs its Secretary to file with the minutes of this meeting each of the documents referenced in paragraph 5 hereof as presented and available at this meeting.

7. This Resolution shall take effect upon its adoption.

ADOPTED this 22nd day of September, 2023.

Randy E. McCaslin
Chairman

ATTEST:

Constantine (Costi) Kutteh
Constantine (Costi) Kutteh (Sep 25, 2023 10:48 EDT)
Secretary

CLERK'S CERTIFICATE

I, Allen Coleman, Clerk of the Town of Apex, North Carolina, (the "Municipality"), DO HEREBY CERTIFY as follows:

1. To the date of this Certificate, the Town Council of the Municipality ("the Governing Body") has adopted no ordinance, resolution or rule regulating the procedure to be followed or observed by the Governing Body in the adoption of ordinances or resolutions which is not included in the Municipality's Charter, as amended to date.

2. As of the date of this Certificate and the date of introduction and adoption of the Ordinance hereinafter described, the Governing Body of the Municipality consisted of 5 members and the Mayor, all of whom have been duly elected and qualified.

3. Jacques Gilbert was the duly elected and qualified Mayor of the Municipality at the time of the introduction and adoption of the Ordinance hereinafter described and at the time of the execution of the documents hereinafter described by the Municipality.

4. The undersigned Clerk has been duly appointed by the Town Council as Clerk of the Municipality to hold office at the pleasure of the Governing Body, and the appointment as Clerk predated the introduction and adoption of the Ordinance hereinafter described and remains in full force and effect.

5. The seal, an impression of which appears below, is the corporate seal adopted by the Municipality.

6. The undersigned, as Clerk, is charged with the duty of keeping custody of the minutes and official records of the proceedings of the Governing Body.

7. At a regular meeting of the Governing Body conducted on the _____ day of _____, 2023, the ordinance entitled "AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF APEX, NORTH CAROLINA, DETERMINING THAT IT IS

IN THE BEST INTERESTS OF THE TOWN OF APEX TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT BETWEEN THE TOWN OF APEX AND NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY," a full, true and complete copy of which is attached hereto and made a part of this Certificate (the "Ordinance"), was introduced and, after consideration by the Governing Body, was duly adopted by the Governing Body by a vote of _____ yeas and _____ nays. The Ordinance was thereafter duly recorded in the ordinance book of the Municipality and the municipal journal, if any. A copy of the minutes of said meeting is attached hereto.

8. The meeting referred to in this Certificate was a duly called and held regular meeting of the Governing Body, open to the public, and a quorum of the Governing Body was present and acting throughout; the copy of the minutes attached hereto has been compared by the undersigned with the original thereof that is on file and of record in the office of the undersigned and it is a full, true and complete copy of said original; the copy of the Ordinance attached hereto has been compared by the undersigned with the original thereof that is on file in the ordinance book (and municipal journal, if any) and it is a full, true and complete copy of said original. The Ordinance has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

9. The Amended and Restated Full Requirements Power Sales Agreement Amendment (the "Amended and Restated FRPSA") referred to in the Ordinance has been filed in the Clerk's office with the minutes of the proceedings at which the Ordinance was adopted.

10. Each execution copy of the Amended and Restated FRPSA furnished to North Carolina Eastern Municipal Power Agency by the undersigned has been duly executed by the

Mayor of the Municipality and attested by the undersigned as Clerk of the Municipality, all pursuant to authority granted by the Ordinance.

11. Since June 22, 2015, the Governing Body of the Municipality has not amended, revised or altered the Charter of the Municipality pursuant to legislative action, Section §160A-101 et seq. of the North Carolina General Statutes, or in any other manner whatsoever, except as such may have been amended, revised or altered by the document(s), if any, attached hereto; a copy of such document(s) was compared by me with the original(s) thereof on file and of record in the offices of the undersigned and it is a full, true and complete copy of said original(s); and such document(s) has not been amended, modified, superseded or repealed (except as reflected in the documents attached hereto) and is/are in full force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Town of Ayden, this the _____ day of _____, 2023.

_____
Clerk

(Impress Seal Here)

Attachments:
Ordinance
Minutes
Charter Amendments, if any

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

Amended and Restated
Full Requirements Power Sales Agreement

Dated as of September 22, 2023

TABLE OF CONTENTS

SECTION 1.	Definitions	2
SECTION 2.	Term of Agreement	7
SECTION 3.	Sale and Purchase of Full Requirements Bulk Power Supply	8
SECTION 4.	Rates and Charges; Surplus Moneys	9
SECTION 5.	Total Annual Budget and Monthly Bills; Payments by the Member	10
SECTION 6.	Rate Review and Payment Sources	11
SECTION 7.	Obligations in the Event of Default	12
SECTION 8.	Deliveries; Delivery Facility Costs; Load Forecasts; System Reliability	13
SECTION 9.	Member Planning and Operations	16
SECTION 10.	Disposition of Electric Systems	17
SECTION 11.	Miscellaneous General Provisions	18
SECTION 12.	Future Members	21
SECTION 13.	Records; Accounts; Reports; Audits	21
SECTION 14.	Modification and Uniformity of Contracts	22
SECTION 15.	Assignment of Agreement	22
SECTION 16.	Severability	22
SECTION 17.	Applicable Law; Construction	23
SECTION 18.	Survivorship of Obligations	23
SECTION 19.	No Delay	23
SECTION 20.	Further Documentation	23
SECTION 21.	Incorporation of Exhibits	23
SECTION 22.	Continuance and Enforcement of Agreement	23
SECTION 23.	Relationship to Other Instruments	24
SECTION 24.	Counterparts; Electronic Signatures	24
SECTION 25.	Entire Agreement	24
SECTION 26.	Preaudit	24
SECTION 27.	Attorney's Approval	24
Exhibit A -	Network Integration Transmission Service Agreement and Network Operating Agreement between Duke Energy Progress, Inc. and North Carolina Eastern Municipal Agency	A-1

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

AMENDED AND RESTATED
FULL REQUIREMENTS POWER SALES AGREEMENT

THIS AGREEMENT, dated as of the 22nd day of September, 2023, is by and between North Carolina Eastern Municipal Power Agency, a joint agency of the State of North Carolina (including successors and permitted assigns, "Power Agency"), and the municipality of the State of North Carolina (including successors and permitted assigns, the "Member") which has executed this Agreement (as supplemented and amended pursuant to the terms of this Agreement, the "Agreement").

WHEREAS, the parties hereto are parties to a Full Requirements Power Sales Agreement, dated as of April 24, 2015, (the "FRPSA"), pursuant to which Power Agency sells and the Member purchases the Full Requirements Bulk Power Supply requirements of the Member; and

WHEREAS, Power Agency entered into a Full Requirements Power Purchase Agreement with Duke Energy Progress, LLC (including successors and permitted assigns, "DEP"), dated as of September 5, 2014, as amended and restated effective as of December 10, 2014, August 1, 2015, June 1, 2017, July 1, 2017, November 1, 2018, June 1, 2020, January 1, 2021, October 1, 2021, and March 1, 2022 (as amended and restated, the "Original FRPPA"), pursuant to which Power Agency agreed to purchase from DEP and DEP agreed to sell to Power Agency firm capacity and energy in amounts required by Power Agency to reliably serve the then current and future electrical loads of Power Agency's Members; and

WHEREAS, Power Agency and DEP agreed to replace the Original FRPPA with the Tenth Amended and Restated Full Requirements Power Purchase Agreement, executed as of June 27, 2023 to be effective as of January 1, 2023 (the "FRPPA"), pursuant to which Power Agency has agreed to purchase from DEP and DEP has agreed to sell to Power Agency full requirements capacity and energy to serve Power Agency's Native Load (as defined therein); and

WHEREAS, certain defined terms in the Original FRPPA have been amended by the FRPPA and, as a result thereof, Power Agency and the Member desire to amend and restate the FRPSA to give effect to the amended defined terms set forth in the FRPPA; and

WHEREAS, on September 22, 2023, the Board of Directors of Power Agency adopted a resolution pursuant to which it approved this Amended and Restated Full Requirements Power Sales Agreement and directed that it be submitted to the Members for approval; and

WHEREAS, the governing board of the Member has authorized the execution and delivery of this Amended and Restated Full Requirements Power Sales Agreement; and

WHEREAS, Power Agency is a party to the Network Integration Transmission Service Agreement (the "NITSA") and the Network Operating Agreement (the "NOA") between Duke Energy Progress, Inc. and North Carolina Eastern Municipal Power Agency, as amended by DEP from time to time, on file with the Federal Energy Regulatory Commission as OATT Service

Agreement No. 268 of Duke Energy Progress, Inc., a copy of which is attached to this Agreement as **Exhibit A**; and

WHEREAS, Power Agency is a party to an Agreement for Transmission Use and Other Electric Service (the "Dominion NCP Transmission Agreement") with Dominion North Carolina Power (formerly Virginia Electric and Power Company) ("Dominion NCP"), dated as of July 30, 1981, with respect to (i) arrangements for the transmission of electric energy from points of interconnection of the DEP and Dominion NCP electric systems; and (ii) other related matters; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions.

The singular of any term defined in this Agreement shall encompass the plural, and the plural the singular, unless the context clearly indicates otherwise or may otherwise require.

(a) "Affiliate" of any Person means any other Person directly or indirectly Controlling, directly or indirectly Controlled by or under direct or indirect common Control with such Person.

(b) "Bond Resolution" means the resolution adopted by Power Agency, as the same may be amended or supplemented from time to time pursuant to the terms thereof, pursuant to which the Bonds are issued. Subsequent amendments to the Bond Resolution may be made without the approval of the Member if made pursuant to the terms of the Bond Resolution.

(c) "Bonds" means Bonds (as such term is defined in the Bond Resolution) issued from time to time pursuant to and under the authority of the Bond Resolution (i) to pay Balance of Defeasance Costs (as such term is defined in the Debt Service Support Contract), and (ii) to refund Bonds, Notes (as such term is defined in the Debt Service Support Contract) or Subordinated Debt (as such term is defined in the Debt Service Support Contract) theretofore issued and outstanding as authorized by Section 8 of the Debt Service Support Contract.

(d) "Contract Year" means the 12-month period commencing January 1 of each year during the term of this Agreement and ending midnight local time on the December 31 next following (or such other 12-month period as Power Agency shall determine); provided, however, that the first Contract Year shall commence, with respect to Full Requirements Bulk Power Supply, on the day immediately following the Effective Date; and provided further, however, that the last Contract Year shall end at midnight local time on the date of termination of this Agreement as provided in Section 2 herein.

(e) "Control" of any Person means the possession, directly or indirectly, of the power either to (a) vote more than fifty percent (50%) of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (b) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise.

(f) "Customer Resource" means any generating unit having a nameplate capacity rating of 95 kW or more or an Energy Injection Device, including any Energy Injection Device owned by

Power Agency, that is installed behind (i) a member's retail customer meter, (ii) a Member's wholesale customer meter, or (iii) the meter of a retail customer of a wholesale customer of a Member.

(g) "Debt Service Support Contract" means the Debt Service Support Contract, dated as of the date hereof, entered into between Power Agency and the Members, as the same may be supplemented and amended from time to time.

(h) "Delivery Point" means the point on the DEP Transmission System where the delivery of power to the Member is measured in accordance with the NITSA and NOA, at which point the delivery of electric power to the Member is measured for billing purposes under this Agreement.

(i) "Dominion NCP Transmission Agreement" has the meaning assigned in the preambles to this Agreement.

(j) "Economic Development Resource" means any generating unit or Energy Injection Device that is installed for the purpose of retaining the load of an existing customer or attracting the load of a new customer served or to be served by a Member and that is used to serve load at the site of the generating unit or Energy Injection Device consistent with Section 4.3 of the FRPPA.

(k) "Edenton Generators" means the two (2) 1,250 kW generators owned and operated by the Town of Edenton that are located on Tower Drive, Edenton, North Carolina.

(l) "Effective Date" means January 1, 2023.

(m) "Electric System" means all properties and assets, real and personal and tangible and intangible, of the Member now or hereafter existing, used for or pertaining to the generation, transmission, transformation, distribution and sale of electric power and energy or general plant associated therewith, including all renewals, replacements, additions, extensions, expansions, improvements and betterments thereto.

(n) "Elizabeth City Generators" means the four (4) 1,750 kW generators owned and operated by the City of Elizabeth City that are located at 410 Pritchard Street, Elizabeth City, North Carolina.

(o) "Energy Injection Device" means battery storage, or any other current or future technologies that withdraw, store, and reinject energy into the electrical system that have a maximum capable injection capacity of 95 kW or more.

(p) "Full Requirements Bulk Power Supply" means, with respect to the Member, all electric power and energy required by the Member at its Delivery Point(s)[1], exclusive of any purchases of power and energy by the Member from the Southeastern Power Administration ("SEPA"), if any, and, as applicable, exclusive of the output of Customer Resources, Member Resources, Economic Development Resources, the Edenton Generators and the Elizabeth City Generators. Full Requirements Bulk Power Supply shall include all transmission service to deliver Full Requirements Bulk Power Supply to the Member's Delivery Point(s), power and energy purchases

[1] Including any load met by NCEMPA Generation that is interconnected with the Member's Electric System.

made by Power Agency pursuant to the Full Requirements Power Purchase Agreement, power and energy supplied by NCEMPA Generation, and power and energy derived by Power Agency from any resource used to replace power and energy purchases under the Full Requirements Power Purchase Agreement (i) following the exercise by Power Agency of an early termination option set forth in the Full Requirements Power Purchase Agreement, or (ii) in connection with a PURPA Qualifying Facility owned by Power Agency.

(q) "Full Requirements Power Costs" for any period means all costs associated with or incidental to Full Requirements Bulk Power Supply for such period. In addition to the costs associated with or incidental to Full Requirements Bulk Power Supply, Full Requirements Power Costs also shall include, without limitation (i) Power Agency's general and administrative overhead costs allocated to Power Agency's activities related to its provisions of Full Requirements Bulk Power Supply, (ii) working capital deemed necessary by Power Agency, (iii) costs and expenses relating to the acquisition, construction, maintenance and operation of an administrative building or office, including land therefor, together with any administrative equipment and facilities, which may be owned alone or together with any other joint agency or agencies, joint municipal assistance agencies, municipalities, corporations, associations or Persons under such terms and provisions for sharing costs and otherwise as may be determined by Power Agency, (iv) costs associated with Power Agency management and other services provided to Members, including, but not limited to, costs associated with compliance with renewable energy requirements or mandatory electric reliability standards, (v) amounts necessary for the payment of the principal of and premium, if any, and interest on any bonds, notes (including notes issued in anticipation of the issuance of bonds), certificates, warrants or other evidences of indebtedness, including commercial paper, issued for Full Requirements Power Costs (collectively, "Full Requirements Power Debt"), which Full Requirements Power Debt shall be payable from all or any amounts received under the Full Requirements Power Sales Agreements, as determined by Power Agency, after giving effect to the provisions of Section 6(d) thereof, as payments from the Members of Full Requirements Power Costs, and (vi) all costs and expenses relating to the issuance, security and payment of Full Requirements Power Debt, including without limitation costs and expenses associated with insurance contracts, agreements for lines of credit, letters of credit, commitments to purchase Full Requirements Power Debt, depositaries for safekeeping and agents for delivery and payment.

(r) "Full Requirements Power Purchase Agreement" has the meaning assigned in the preambles to this Agreement.

(s) "Full Requirements Power Sales Agreement" means this Agreement and all other Agreements substantially identical to this Agreement entered into by Power Agency and the Members with respect to the purchase and sale of Full Requirements Bulk Power Supply, as the same may be supplemented or amended from time to time.

(t) "Guidelines Concerning Distributed Resources" means the Guidelines Concerning Distributed Resources, originally approved and adopted as Guidelines Concerning Load-Side Generation by the North Carolina Eastern Municipal Power Agency Board of Commissioners on June 23, 1993 and revised by the Board of Directors of Power Agency on November 16, 2012, January 27, 2017 and January 26, 2018, as supplemented and amended, including, but not limited to, as supplemented and amended on July 28, 2023.

(u) "Hourly Demand" means, in each hour, the aggregate load of Power Agency's Members for which there is in effect a Full Requirements Power Sales Agreement, determined by summing the metered 60-minute demands of the Members (integrated metered kilowatt load, compensated where applicable, in accordance with the NITSA and NOA and Dominion NCP Transmission Agreement, to reflect losses from the meter location back to the Delivery Point), adjusted to include the output of PURPA Qualifying Facilities in each clock hour in accordance with Section 4.4.2 of the Full Requirements Power Purchase Agreement, and adjusted further to include line losses over the DEP transmission system.

(v) "Interruptible Load", as used in the Guidelines Concerning Distributed Resources, means the load of any retail customer of a Member that is not a residential customer that such customer may elect to interrupt, curtail, or otherwise reduce, either on its own or at the request or direction of Power Agency or a Member.

(w) "Late Payment Interest Rate" means, for any month, the prime rate being charged by Bank of America, N.A., or its successor, or by any other major bank selected by Power Agency in its sole discretion, on the first day of such month, plus one percentage point, divided by twelve, expressed in percentage points, to the nearest hundredth, but not in excess of the rate permitted by applicable North Carolina law.

(x) "Members" means those entities which enter into Full Requirements Power Sales Agreements with Power Agency substantially identical to this Agreement.

(y) "Member Resource" means any generating unit (other than the Edenton Generators and Elizabeth City Generators) having a nameplate capacity of 95 kW or more or Energy Injection Device, including any Energy Injection Device owned by Power Agency, that is directly connected to the electric system behind the Duke-owned wholesale revenue meter of a Member.

(z) "Member's Share" has the meaning assigned in the Debt Service Support Contract.

(aa) "Monthly Bill" means the written statement prepared monthly by Power Agency and provided to the Member pursuant to Section 5 herein.

(bb) "Monthly Support Costs" has the meaning assigned in the Debt Service Support Contract.

(cc) "NCEMPA Generation" means any generating unit owned by Power Agency having a nameplate capacity rating of 95 kW or more that is connected to the electric system behind the Duke-owned wholesale meter of a Member.

(dd) "NITSA" has the meaning assigned in the preambles to this Agreement.

(ee) "NOA" has the meaning assigned in the preambles to this Agreement.

(ff) "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, governmental authority or any other form of legal entity.

(gg) "Policy Guidelines for Leased Facilities Charges" means the Policy Guidelines For Leased Facilities Charges approved and adopted by the Board of Directors of Power Agency, as revised, supplemented and amended, including, but not limited to, as supplemented and amended on April 23, 2004.

(hh) "Prudent Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent Utility Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the electric utility industry. In evaluating whether any matter conforms to Prudent Utility Practice as used in this Agreement, the parties hereto shall take into account (i) the fact that Power Agency and each Member is a public body and a body corporate and politic organized under the laws of the State of North Carolina, with the statutory duties and responsibilities thereof, and (ii) the objectives to integrate Full Requirements Bulk Power Supply with the other resources of the Members, including, but not limited to, Qualified Resources owned by Power Agency, its Members and its Members' customers, SEPA Purchases and other PURPA Qualifying Facilities to achieve optimum utilization of the resources and achieve efficient and economical operation of each system.

(ii) "PURPA Qualifying Facility" means a generating facility that is a "small power production facility" or "cogeneration facility" that, in each case, meets the requirements of Sections 292.203(a) and 292.203(b) of Title 18 of the Code of Federal Regulations and that has satisfied the procedures for obtaining Qualifying Facility status under Section 292.207 of Title 18 of the Code of Federal Regulations.

(jj) "Qualified Resources", as used in the Guidelines Concerning Distributed Resources consists of Member Resources, Customer Resources, and NCEMPA Generation.

(kk) "Renewable Energy Development and Service Agreement" means the Renewable Energy Development and Service Agreement between Power Agency and each of its members dated as of May 26, 2009, as the same may be supplemented and amended.

(ll) "Revenues" means all income, rents, rates, fees, charges, receipts, profits and other moneys or monetary benefits derived by the Member directly or indirectly from the ownership or operation of its Electric System and the sale, furnishing or supplying of capacity or output and power and energy therefrom, including, without limiting the generality of the foregoing, (i) all income, rents, rates, fees, charges receipts, profits or other moneys derived from the sale, furnishing or supplying of the electric power and energy and other services' facilities and commodities sold, furnished or supplied the facilities of the Electric System, (ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, receipts, profits or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to the Electric System and (iii) the proceeds derived by the Member directly or indirectly from the sale, lease or other disposition of a part of the Electric System, but the term "Revenues" shall not include retail customers' deposits or any other deposits subject to refund until such deposits have become the

property of the Member and shall not include any refunds associated with electric service by a Member prior to the Effective Date.

(mm) "SEPA Purchases" means the aggregate sum of capacity and energy that some or all of Power Agency's Members receive as preference customers, through the U.S. Department of Energy - Southeastern Power Administration ("SEPA"), pursuant to contracts entered into between the United States of America and such Members pursuant to the Flood Control Act of 1944 or similar or superseding Federal law.

(nn) "Telemetry and Metering System Services Agreement" means the Telemetry and Metering System Services Agreement between DEP (formerly Carolina Power & Light Company) and Power Agency dated as of August 7, 1998, and January 1, 2020, and as supplemented from time to time.

(oo) "Total Annual Budget" means the budget adopted by Power Agency pursuant to Section 5 of this Agreement.

SECTION 2. Term of Agreement.

This Agreement shall be effective as of the Effective Date. Power Agency shall notify the Member of the Effective Date as soon as practical thereafter.

The term of this Agreement shall expire at midnight local time on December 31, 2043; provided, however, that this Agreement may be terminated by the Member effective at midnight local time on December 31, 2035, upon written notice to Power Agency (i) not later than July 31, 2027, or (ii) not later than March 31, 2031; provided, however, if the number of Members giving notice to terminate pursuant to clause (ii) of Section 2 of such Members' Full Requirements Power Sales Agreements would cause Power Agency's 12-month average Monthly Coincident Billing Demands (as such term is defined in the Full Requirements Power Purchase Agreement) to be reduced by more than 700 megawatts, as determined by Power Agency based on Power Agency's actual Monthly Coincident Billing Demands during Calendar Year 2030, Power Agency shall give written notice, not later than July 31, 2031, of such fact to all Members from whom Power Agency has received such notice to terminate, together with Power Agency's best estimate of the costs Power Agency expects to incur under the Full Requirements Power Purchase Agreement as a result of a reduction in its 12-month average Monthly Coincident Billing Demands exceeding 700 megawatts, and any such Member who has given such notice to terminate thereafter may rescind such notice to terminate by written notice to Power Agency not later than September 30, 2031. In the event Power Agency determines that the number of Members giving notice to terminate pursuant to clause (ii) of Section 2 of such Members' Full Requirements Power Sales Agreements would cause Power Agency's 12-month average Monthly Coincident Billing Demands to be reduced by more than 700 megawatts, Power Agency shall use its reasonable best efforts to engage in negotiations (in which the Member may participate) with DEP to permit all Members who have given such notice to terminate to terminate their Full Requirements Power Sales Agreements without any financial costs to Power Agency. Notwithstanding the foregoing, any costs incurred by Power Agency pursuant to the Full Requirements Power Purchase Agreement if the final number of Members giving notice to terminate pursuant to clause (ii) of this Section 2 causes Power Agency's 12-month average

Monthly Coincident Billing Demands to be reduced by more than 700 megawatts shall be borne by such terminating Members on a pro rata basis, as determined by Power Agency using Power Agency's actual Monthly Coincident Billing Demands during Calendar Year 2030. This Agreement may be terminated by Power Agency as provided in Section 7(b) of this Agreement.

(a) Notwithstanding the foregoing, the expiration or termination of this Agreement shall not affect any accrued liability or obligation hereunder. This Agreement shall not be subject to termination by either party under any circumstances, whether based upon the default of any other party under this Agreement or any other instrument or otherwise, except as specifically provided in this Agreement.

SECTION 3. Sale and Purchase of Full Requirements Bulk Power Supply.

(a) Commencing with the first day of the first Contract Year, Power Agency shall provide or cause to be provided and sell, and the Member shall purchase from Power Agency, the Full Requirements Bulk Power Supply requirements of the Member. Power Agency will be responsible in accordance with the provisions of this Agreement for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining all generation and transmission arrangements and facilities and power purchases necessary to effect the delivery and sale of Full Requirements Bulk Power Supply to the Member during the term of this Agreement. In furtherance of Power Agency's obligations to sell and the Member's obligations to purchase hereunder, Full Requirements Bulk Power Supply shall initially be sold and purchased pursuant to the provisions of this Agreement (i.e., on a take and pay basis to the extent delivered or provided).

(b) Full Requirements Bulk Power Supply shall be obtained or furnished and delivered or caused to be delivered by Power Agency in the manner it determines to be most economical, dependable, and otherwise feasible. Initially, Full Requirements Bulk Power Supply shall be obtained and furnished to all Members in accordance with the Full Requirements Power Purchase Agreement and the NITSA and NOA. If Power Agency exercises one or more of its early termination options set forth in the Full Requirements Power Purchase Agreement, Power Agency may provide for Full Requirements Bulk Power Supply by any additional or alternative means it determines to be most economical, dependable, and otherwise feasible, including, but not limited to, one or more of the following methods: (1) purchase by Power Agency of power generated by one or more other power suppliers and transmission thereof over the facilities of one or more other power suppliers, either solely or in combination with transmission facilities owned by Power Agency or as to which Power Agency has the right of use, if any; (2) acquisition or construction by Power Agency of generation or transmission facilities or any project supplying a portion of Full Requirements Bulk Power Supply; (3) acquisition or construction by Power Agency of such additional generation facilities and transmission of the power and energy generated thereby over the facilities of one or more other power suppliers, either solely or in combination with transmission facilities owned by Power Agency or as to which Power Agency has the right of use, if any; or (4) generation, transmission and delivery by one or more other power suppliers, pursuant to a contract arrangement therefor obtained or approved by, or assigned to, Power Agency for and on behalf of Member or the Members as its agent for that purpose. In the event that any such method or any combination of such methods is such that the Member makes payment for any part of such power supply service directly to one or more other power suppliers, such payments shall

nevertheless be accounted for as though the same were paid by Power Agency, and the Member shall be granted a credit with respect to Power Agency's rates and charges to the Member with respect to the same billing period, accordingly.

(c) From and after the Effective Date, neither Power Agency nor the Member shall enter into any new contract or permit any then or thereafter existing contract to be renewed or extended (regardless of the manner in which such renewal or extension may be effectuated, including failure of a party thereto timely to cancel and terminate the same upon any anniversary date when such is possible) or enter into any amendment to or modification to such a contract, with any other bulk power supplier which shall preclude or impair the ability of Power Agency or the Member to exercise and perform its rights and obligations under this Agreement.

(d) Power Agency, for the purpose of carrying out its rights and obligations under this Agreement, shall be, and the Member hereby designates and appoints Power Agency as, the Member's sole agent to the fullest legal extent that such agency may be established for such purposes.

(e) From and after the effective date of any termination of this Agreement pursuant to Section 7(b) of this Agreement, the Member shall be solely responsible for providing its Full Requirements Bulk Power Supply to the Member's Delivery Point(s); provided, however, that such Member shall be obligated to Power Agency under this Agreement for any costs incurred by Power Agency pursuant to any agreements with a bulk power supplier associated with the delivery to the Member's Delivery Point(s) of Full Requirements Bulk Power Supply or any delivery facilities, and any other cost not included in the costs payable by the Member under any other agreement with Power Agency, including, but not limited to: wheeling charges, leased facilities charges; costs of administration, operation, maintenance, renewals, replacements, or capital additions required for the Member's Delivery Point(s); costs associated with delivery facilities, protection stations, metering, transmission extensions, capacitors, reactive charges, changes in DEP-owned equipment, or loss due to early retirement of delivery facilities and all such similar costs incurred by Power Agency with respect to the Member or otherwise. Following such a termination, the Member shall be entitled to purchase the balance of its Full Requirements Bulk Power Supply requirements from Power Agency only if Power Agency and the Member shall enter into a new power sales agreement, containing such additional or different terms and conditions, if any, as Power Agency may reasonably require.

SECTION 4. Rates and Charges; Surplus Moneys.

Power Agency shall establish appropriate rates and charges for Full Requirements Bulk Power Supply for the Members sufficient at all times to pay all costs and expenses incurred by Power Agency and reserves deemed necessary therefor by Power Agency, including reserves for the payment of such costs and expenses in future periods (including future Contract Years) and taking into account withdrawals of such reserves established in previous periods, all with respect to Full Requirements Bulk Power Supply, and shall establish appropriate rates and charges for special obligations as set forth in the Monthly Bill as provided in Section 5 of this Agreement. Such rates and charges shall be sufficient at all times to permit the payment of all Monthly Support Costs and of all Full Requirements Power Costs of Power Agency and shall at all times be consistent with the provisions of the NITSA and NOA, the Dominion NCP Transmission

Agreement, the Renewable Energy Development and Service Agreement and the policies and guidelines established from time to time by Power Agency, including, but not limited to, Policy Guidelines for Leased Facilities Charges, Guidelines Concerning Distributed Resources, and policies regarding any compliance responsibilities associated with mandatory electric reliability standards applicable to the Members.

Power Agency shall furnish to the Members the basis for changes in rates and charges for Full Requirements Bulk Power Supply made pursuant to the provisions of Section 6(a) of this Agreement.

SECTION 5. Total Annual Budget and Monthly Bills; Payments by the Member.

(a) Not less than thirty (30) days prior to each Contract Year, Power Agency shall provide to the Member a proposed annual budget for the ensuing Contract Year with respect to amounts to be paid under this Agreement, and thereafter shall hold a public hearing on such proposed annual budget and shall provide to the Member a Total Annual Budget for the Contract Year. During each Contract Year, Power Agency shall review at least quarterly, and at such other times as Power Agency deems desirable, the Total Annual Budget for the Contract Year. In the event such review indicates that the Total Annual Budget does not or will not substantially correspond with actual receipts and expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits, or costs substantially affecting the Monthly Support Costs or Full Requirements Power Costs, Power Agency shall adopt and provide to the Member an amended Total Annual Budget, which shall supersede, for the remainder of such Contract Year, the Total Annual Budget or amended Total Annual Budget theretofore provided as the basis for the determination of Monthly Support Costs and Full Requirements Power Costs. The Total Annual Budget under this Agreement shall include, as a component thereof, any budget required to be provided the Member under the Member's Debt Service Support Contract.

(b) On or before the fifth (5th) day of each month of each Contract Year (beginning with the first full month of the Contract Year), or such other date not later than the tenth (10th) day of such month as Power Agency shall establish from time to time, Power Agency shall prepare, date, and on such date provide to the Member a Monthly Bill separately showing (i) the amount of power and energy of Full Requirements Bulk Power Supply delivered to the Member in the preceding calendar month at the Delivery Point(s) and the total amount payable by the Member therefor at Power Agency's applicable Full Requirements Bulk Power Supply rates and charges; (ii) the amount payable by the Member under the Monthly Bill pursuant to the Debt Service Support Contract for the next succeeding month for its Member's Share of Monthly Support Costs; (iii) the amount payable by the Member for special obligations, which shall be for leased facilities charges, delivery facilities costs, any back end costs or liabilities or any charges payable by the Member for services or facilities other than for the provisions of Full Requirements Bulk Power Supply for the preceding month, and (iv) any costs or charges payable by the Member associated with the Agreement for Transmission Use and Other Electric Service.

(c) The amounts shown in the Monthly Bill to be paid to Power Agency by the Member shall be due and payable ten (10) days after the date of the Monthly Bill, and any amounts due and not paid by the Member within fifteen (15) days after the date of the Monthly Bill shall accrue a late payment charge computed at the Late Payment Interest Rate. Remittances received by mail will

be accepted without assessment of a late payment charge, provided that the postmark of the United States Postal Service clearly indicates that the payment was mailed on or before such fifteenth (15th) day. Remittances due in a month transmitted by wire transfer will be accepted without assessment of a late payment charge if received on or before the twenty-fifth (25th) day of such month.

(d) All monies received by Power Agency as payment from the Member of any Monthly Bill (whether in full or partial payment thereof) shall be applied by Power Agency pro rata to the separate monthly charges shown on the Monthly Bill in the ratio that each separate charge as set forth in Sections 5(b)(i) through 5(b)(iv) of this Agreement bears to the total Monthly Bill rendered, and the resulting amounts shall be credited to the appropriate accounts on the books of Power Agency. ***The Member understands and agrees that a failure by the Member to pay in full its obligations under this Agreement and under its Debt Service Support Contract may result in an event of default under this Agreement and under its Debt Service Support Contract.***

(e) In each Contract Year, the Member shall pay to Power Agency the Member's Share of Monthly Support Costs for such Contract Year. The Member shall be obligated to make such payments unconditionally and without offset, counterclaim or other reduction, whether or not all or any portion of Full Requirements Bulk Power Supply is delivered to the Member pursuant to Section 3 of this Agreement or this Agreement expires or is terminated in whole or in part. Such payments shall be made and shall not be conditioned upon the performance or non-performance by Power Agency or any other Member under this or any other agreement or instrument. The remedies for any such non-performance by Power Agency shall be limited to those provided by Sections 7(d) and 7(e) of this Agreement.

(f) In the event of any dispute as to any portion of any Monthly Bill, the Member shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to Power Agency within sixty (60) days following the date on which such payment is due. Such notice shall identify the disputed bill, state the amount in dispute, and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. Power Agency shall give consideration to such dispute and shall advise the Member with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication, or otherwise) of the correct amount, an appropriate adjustment shall be made on the Monthly Bill next submitted to the Member after such determination, together with interest computed at the Late Payment Interest Rate.

SECTION 6. Rate Review and Payment Sources.

(a) Power Agency, at such intervals as it shall deem appropriate, but in any event not less frequently than once each Contract Year, shall review its rates and charges and, if necessary, shall revise such rates and charges so that the revenues collected hereunder shall be at least sufficient to comply with the provisions of Section 4 of this Agreement. In making revisions to rates and charges, Power Agency shall comply with the provisions of Chapter 159B, including, but not limited to, the provisions of §159B-10(b), if applicable, and §159B-16.1(b). Power Agency shall cause a notice in writing to be given to the Member and the other Members which shall set out all the proposed revisions of the rates and the date upon which such revised rates shall become

effective. The effective date shall not be less than forty (40) days after the date of the notice except when required to assure compliance with the provisions of Section 4 of this Agreement, and shall set forth the basis upon which the rates are proposed to be adjusted and established. Monthly changes in amounts billed pursuant to automatic adjustment clauses included in the rates and charges shall not require, notice, but changes in such clauses shall be subject to the foregoing notice provisions.

(b) The obligations of the Member to make payments under Section 5 of this Agreement for its Full Requirements Bulk Power Supply shall be an operating expense of its Electric System.

(c) The Member shall not be required to make any payments to Power Agency under this Agreement except from the Revenues of its Electric System. The Member covenants and agrees that it will fix, charge, and collect rents, rates, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System at least sufficient to provide Revenues adequate to meet its obligations under this Agreement, any additional contract relating to supplying Full Requirements Bulk Power Supply by and between Power Agency and the Member and its Debt Service Support Contract, and to pay any and all other amounts payable from or constituting a charge and lien upon such Revenues, including, but not limited to, amounts sufficient to pay the principal of and interest on all general obligation bonds (if also payable from Revenues) and revenue bonds heretofore or hereafter issued by the Member to finance its Electric System. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to limit, constrain or affect in any way the legal rights and authority of the Member to design, set and implement rates, fees and charges for electric power and energy and other services to its retail and wholesale customers through the operation of the Member's duly authorized rate setting process so long as the Member's rates, fees and charges for electric power and energy and other services fully meet and comply with the Member's obligations set forth in this Section 6(c).

(d) The Member shall take no action the effect of which would be to prevent, hinder, or delay Power Agency from the timely fulfillment of its obligations under this Agreement, the Full Requirements Power Purchase Agreement, the NITSA and NOA, the Agreement for Transmission Use and Other Electric Service, the Bond Resolution, and the Bonds or other securities or evidences of indebtedness issued to provide the amounts due and payable between Power Agency and the Member relating to delivery facilities, or any other agreement entered into between Power Agency and any Member.

SECTION 7. Obligations in the Event of Default.

(a) Upon failure of the Member to make any payment in full when due under this Agreement or to perform any obligation herein, Power Agency shall make demand upon the Member for payment or performance, and if said failure is not cured within fifteen (15) days from the date of such demand, it shall constitute a default under this Agreement at the expiration of such period, and notice of such default shall forthwith be given to the Member. Notice of such demand, and the default if it occurs, shall be provided to the other Members by Power Agency.

(b) If the Member shall fail to pay any amounts due to Power Agency under this Agreement, or to perform any other obligation hereunder which failure constitutes a default under this

Agreement, Power Agency may terminate this Agreement. In either such event, Power Agency shall forthwith notify such Member of such termination. Notice of such termination shall be given to the other Members of Power Agency. Except for such termination, the obligations of the Member under this Agreement shall continue in full force and effect. For purposes of applying the other provisions of this section, such termination shall be considered to be a default under this Agreement.

(c) Any waiver at any time by either party to this Agreement of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with such Agreement, shall not be considered a waiver with respect to any subsequent default, right, or matter.

(d) In the event of any default by Power Agency under any covenant, agreement, or obligation of this Agreement, the Member may, upon fifteen (15) days' prior written notice, bring any suit, action, or proceeding in law or in equity, including mandamus and injunction, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against Power Agency.

(e) No remedy conferred upon or reserved to the parties hereto is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, but each and every such remedy shall be cumulative and shall be in addition to every other such remedy. The pursuit by either party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or by law, equity, or statute. Any delay by either party in the exercise of any remedy with respect to any matter arising in connection with this Agreement shall not constitute a waiver by such party of any right to later exercise such remedy with respect to the same or any other matter arising in connection with this Agreement.

SECTION 8. Deliveries; Delivery Facility Costs; Load Forecasts; System Reliability.

(a) Full Requirements Bulk Power Supply shall be delivered to the high voltage side of the Member's Delivery Point(s).

(b) In addition to the rates and charges for Full Requirements Bulk Power Supply, the Member, to the extent applicable, shall be responsible to Power Agency for all costs of delivery facilities, Power Agency's payments to DEP for Protection Station costs, leased facilities charges, net loss in salvage (as defined in the NITSA and NOA) of delivery facilities, capacitor costs and charges for reactive power, all pursuant to the NITSA and NOA, all such similar costs incurred by Power Agency pursuant to the Dominion NCP Transmission Agreement , if applicable, and all other charges incurred by Power Agency at the request or on behalf of the Member in accordance with Power Agency's established policies and guidelines. The Member shall fulfill such cost responsibility by: (i) payment to Power Agency of any costs to Power Agency relating to delivery of Full Requirements Bulk Power Supply to the Member's Delivery Point(s) and not included in the rates and charges of Power Agency for delivery of Full Requirements Bulk Power Supply, including, but not limited to, leased facilities charges; (ii) payment of any and all costs of ownership, operation, maintenance, renewals, replacements, and additions to delivery facilities owned by Power Agency but required to deliver Full Requirements Bulk Power Supply to the

Member pursuant to a Delivery Facility Use Agreement between Power Agency and the Member; (iii) payment of any and all costs of operation and maintenance, exclusive of renewals, replacements, and additions of delivery facilities owned by the Member and operated by Power Agency pursuant to a Delivery Facility Operating and Maintenance Agreement; and (iv) payment by any combination of the foregoing. Leased facilities charges for Members connected to the DEP and Dominion NCP transmission systems will be calculated in accordance with Power Agency's Policy Guidelines for Leased Facilities Charges, as established and amended from time to time by Power Agency.

(c) Delivery Point data sheets shall be completed for each Delivery Point. No revisions or modifications (other than necessary maintenance) of the delivery facilities for Members shall be undertaken for the purpose of modifying the characteristics of delivery from transmission facilities of DEP or Dominion NCP, as applicable, and/or of Power Agency set out on the Delivery Point data sheets unless prior agreement is obtained from Power Agency and DEP or Dominion NCP, as applicable, and revised Delivery Point Data Sheet(s) are first executed. Power Agency and each Member shall agree on the amount of firm capacity required at each such Delivery Point, taking into account the firm load expected to be served at such Delivery Point(s). A reasonable allowance will be included if growth is anticipated. A Member shall not place loads on Delivery Point(s) in excess of the firm capacity amount(s) so agreed to and recorded on the Delivery Point Data Sheet(s) without Power Agency and the Member first negotiating a new Delivery Point Data Sheet. Pursuant to the NITSA and NOA, DEP has agreed with Power Agency that it shall not unreasonably withhold its agreement for an increase in the firm capacity amount. The Agreement for Transmission Use and Other Electric Service also includes provisions for modifications to existing Delivery Points. Delivery Points will be established and/or modified in accordance with the terms and conditions of the NITSA and NOA or the Dominion NCP Transmission Agreement and the Procedure for Establishing New Delivery Points adopted by Power Agency in accordance with the requirements of NERC Reliability Standard FAC-002-0, as each may be amended from time to time.

(d) Should a Member request more capacity at a Delivery Point than is reasonably necessary to serve the continuous load at that point for the purpose of switching load between Delivery Points, such capability will be provided by DEP pursuant to the NITSA and NOA. If additional transmission or other facilities are required, and payment by Power Agency of a leased facilities charge to cover the investment in any required additional transmission or other facilities is required, the Member shall agree to reimburse Power Agency for payment of such charge. In the alternative, Power Agency or a Member may provide such capability through its own facilities if Power Agency gives written notice to DEP sufficient to enable DEP to accommodate such an arrangement. Parallel operation, transfer of loads, emergency switching and other operations at or in connection with Delivery Points will be undertaken in accordance with Section 5.0 of the NOA.

(e) Prior to March 31 of each Contract Year, each Member shall assist Power Agency with development of projected capacity requirements at each Delivery Point for the next ten (10) calendar years in order for Power Agency to fulfill in a timely manner its responsibilities to DEP and to Dominion NCP, and its responsibilities to the Member hereunder. The projected capacity requirement shall be for the load reasonably expected to exist in the area served by each such Delivery Point. The proposed location, delivery voltage, and estimated capacity requirements of

any new delivery point desired by the Member or Power Agency for the next ten (10) calendar years shall also be delineated.

The terms and conditions of the NITSA and NOA shall govern the size of loads connected to Delivery Points on, or extensions from, the 115kV or 230kV transmission system of DEP and the conditions upon which a Delivery Point may be connected to a DEP transmission line.

(f) Subject to the terms and conditions of the NITSA and NOA, transmission line extensions shall be made to new Delivery Points for Members whose conductors connect with those of DEP (either directly or through Power Agency's facilities) from a transmission line which has adequate capacity to serve the additional load involved.

(g) In accordance with Section 3.5 of the Dominion NCP Transmission Agreement, Future Delivery Points on the Dominion NCP transmission system will be established pursuant to Prudent Utility Practices as defined therein. Future Delivery Points shall be established at 230kV or 115kV at the option of Dominion NCP, exercised consistent with Prudent Utility Practices, except in the case of small loads where Dominion NCP may agree to provide service at lower voltage levels.

(h) The Member shall operate and maintain Delivery Points in a manner consistent with the terms and conditions of the NOA. The Member shall avoid and refrain from any acts or transactions, or the use of any equipment, appliance, or device, which would (i) have a significant adverse effect upon the reliability or operating characteristics of the DEP or Dominion NCP systems, or the interconnected facilities of Power Agency or of its other Members, including, but not limited to, such adverse effects caused by the interconnection of, or the transfer of loads between, Delivery Points not made in accordance with the terms and conditions of the NOA, or (ii) interconnect the DEP or Dominion NCP systems through the systems of Power Agency or the Member with other power suppliers without agreement between Power Agency and DEP or Dominion NCP on reasonable measures or conditions, if any, for parallel operation. Each Member shall maintain a reasonable electrical balance between the phases at each Delivery Point.

(i) It is expressly understood and agreed that Power Agency does not hereby contract to furnish Member electric power for pumping water for extinguishing fires.

(j) The Member shall install, maintain, and operate such protective equipment and switching, voltage control, load shedding, and other facilities as shall be required in order to meet the requirements of DEP and Dominion NCP, as applicable, to assure continuity and adequacy of service and the stability of the interconnected facilities of DEP or Dominion NCP and Power Agency and the other Members and to provide adequate protection for DEP's or Dominion NCP's facilities, and its services to other customers, against trouble originating on the electric system of Power Agency or the Member. In addition, the Member recognizes and agrees to comply and to cooperate with Power Agency in complying, as applicable, (i) with the terms and conditions of the NITSA and NOA and the applicable NERC Reliability Standards, including, but not limited to, those related to system protection, load reduction, load shedding and load management and (ii) with any similar provisions applicable to Dominion NCP.

(k) The Member shall provide promptly to Power Agency any and all information requested by Power Agency to permit Power Agency to provide to DEP the information which DEP may

request pursuant to the terms and conditions of the NITSA and NOA to carry out DEP's scheduling and dispatch function, including the telemetering of Delivery Point data and other network planning and operation activities.

SECTION 9. Member Planning and Operations.

(a) Power Supply Planning. The Member will keep Power Agency advised on matters relating to the Member's power supply planning, including, but not limited to, load forecasts, proposed transmission additions, and new Delivery Points.

(b) Diligence. The Member will exercise diligence in the operation of its Electric System with the view of securing efficiency in keeping with Prudent Utility Practice, will construct its facilities in accordance with specifications at least equal to those prescribed by the National Electric Safety Code of the United States Bureau of Standards, and will maintain its lines at all times in a safe operating condition. Each Member will operate said lines in conformity with Section 8(h) of this Agreement. The Member will use electric service equally from the three phases as nearly as possible.

(c) Capacitors. Members whose conductors connect with those of DEP (either directly or through Power Agency's facilities) shall install capacitors and operate switched capacitors in accordance with the terms and conditions of the NITSA and NOA. In the alternative, Power Agency may install such capacitors, or cause such capacitors to be installed, to maintain the required power factor, and such Member will reimburse Power Agency for the costs and expenses it incurs in connection therewith. Power Agency may (i) require each Member whose conductors connect with those of Dominion NCP (either directly or through Power Agency's facilities) to install on its distribution system sufficient capacitors or other facilities to maintain at the time of Dominion NCP's monthly peak a power factor of 92% or higher, or any future power factor established by Dominion NCP, at each of that Member's Delivery Points, or (ii) in the alternative, install facilities to maintain such power factor, and such Member will reimburse Power Agency for the costs and expenses it incurs in connection therewith. Any such costs or expenses incurred by Power Agency pursuant to arrangements with Dominion NCP shall be reimbursed by the Member which caused such costs or expenses to be incurred.

(d) Access. Power Agency and the Member each will give the other the right to enter the premises of the other, and the Member will give DEP or Dominion NCP the right to enter the Member's premises, at all reasonable times for the purpose of repairing or removing facilities, reading meters, or performing work incidental to delivery and receipt of Full Requirements Bulk Power Supply.

(e) Compliance. The Member will be subject to and will comply with all applicable terms and conditions set forth in those tariffs, rate schedules, guidelines, including, but not to, the Guidelines Concerning Distributed Resources, and contracts which affect Power Agency and the Member.

SECTION 10. Disposition of Electric Systems.

The Member covenants and agrees that it shall not sell, mortgage, lease or otherwise dispose of or encumber its Electric System or any part thereof except as permitted by any of the following provisions of this Section 10:

(a) The Member may, in the ordinary course of the business of operating and maintaining its Electric System, scrap, trade-in, sell or otherwise dispose of any property or equipment if the Member determines that (i) such property or equipment is surplus, obsolete or otherwise not required for the operation and maintenance of its Electric System, and (ii) the original cost of all property and equipment disposed of pursuant to this subparagraph (a) in any fiscal year of the Member is less than the greater of $25,000 or two percent (2%) of the gross plant investment of the Electric System as reported on the books for the Electric System as of the end of the most recent fiscal year of the Member for which such figure is available.

(b) The Member may sell, lease, mortgage or otherwise dispose of or encumber any property and equipment (i) if and to the extent permitted by N.C.G.S. Section 160A-20, as the same may be amended from time to time, or (ii) if the Member determines, with the written concurrence of Power Agency (which concurrence shall not be unreasonably withheld), that, taking into account past and current operating results of its Electric System and any replacements or intended replacements for such property and equipment to be disposed of, the proposed action will not have a material adverse effect on the Revenues or the operation of its Electric System, or materially increase the operating and maintenance expenses of its Electric System.

(c) The Member may sell or otherwise dispose of its Electric System to one or more other Members, or merge or consolidate its Electric System with the Electric System or Systems of one or more other Members, provided that the purchasing or surviving Member(s), as the case may be, shall have assumed all of the transferor Member's duties and obligations hereunder and under the transferor Member's Debt Service Support Contract.

(d) The Member may merge or consolidate with, or be merged or consolidated into, one or more units of local government which shall have assumed all of the Member's duties and obligations hereunder, in which event such Member shall be relieved from all such duties and obligations, but only if (i) this Agreement shall have been assigned to such unit(s) of local government, which shall have assumed all of the transferor Member's duties and obligations hereunder, and (ii) the Local Government Commission of North Carolina shall have determined that after such merger or consolidation the survivor unit(s) of local government will have the ability to meet the obligations of such Member hereunder.

(e) The Member may sell or otherwise dispose of its Electric System to any other Person but only if the Member (i) has assigned and transferred this Agreement and all interests herein to the transferee Person who has assumed all of the transferor Member's duties and obligations hereunder, and (ii) has terminated its Debt Service Support Contract pursuant to the provisions of Section 13 of the Debt Service Support Contract; provided, however, that prior to any sale or other disposition pursuant to this subsection (e), Power Agency shall have determined that such sale or other disposition will not increase the cost of power and energy under the Full Requirements Power Sales Agreement of any other Member; and provided further, however, that if the transferee Person

is DEP, or a subsidiary or Affiliate of DEP, this Agreement shall be terminated and not assigned and transferred and DEP shall have agreed to (a) exclude the transferor Member's load from the calculation of Power Agency's Hourly Demand under the Full Requirements Power Purchase Agreement, and (b) delete the transferor Member's Delivery Points from the NITSA and NOA.

(f) In the event of a sale or other disposition permitted by subsection (c) of this Section 10, or a merger or consolidation permitted by subsection (c) and (d) of this Section 10, the Member shall provide to Power Agency a counsel's opinion, satisfactory in form and substance to counsel to Power Agency, that (i) in the event of a sale or other disposition, the transferee has assumed and become liable for the duties and obligations of the transferor Member under this Agreement and the transferor Member's Debt Service Support Contract, or (ii) in the event of a merger or consolidation, that following such merger or consolidation the Electric System or unit of local government, as the case may be, surviving such merger or consolidation shall remain or shall have become subject to this Agreement and the transferor Member's Debt Service Support Contract and liable for the duties and obligations of the Member hereunder and thereunder to the same extent that such Electric System or Member had been so subject prior to such merger or consolidation. In the event of a sale or other disposition permitted by subsection (e) of this Section 10 (other than a sale or disposition to DEP or a subsidiary or Affiliate of DEP), the Member shall provide to Power Agency a counsel's opinion, satisfactory in form and substance to counsel to Power Agency, that the transferee has assumed and become liable for the duties and obligations of the transferor Member under this Agreement.

(g) Nothing contained in the foregoing subsections (a) through (f) of this Section 10 shall be deemed to authorize a Member to mortgage or encumber all or substantially all of the properties of its Electric System.

SECTION 11. Miscellaneous General Provisions.

(a) Character and Continuity of Service. Power Agency shall use its reasonable best efforts to enforce the terms and conditions of the Full Requirements Power Purchase Agreement, the NITSA and NOA and the Dominion NCP Transmission Agreement, and the terms and conditions of any other similar agreement(s) with other parties for Full Requirements Bulk Power Supply.

Power Agency may temporarily interrupt or reduce deliveries of electric energy to the Member if Power Agency determines that such interruption or reduction is necessary in case of emergencies, to meet any regulatory compliance or reliability directives or in order to install equipment in or make repairs to or replacements, investigations, and inspections of or to perform other maintenance work on its generation or transmission facilities and related apparatuses. After informing the Member regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, Power Agency will, to the best of its ability and if sufficient time is available, schedule such interruption or reduction at a time which will cause the least interference with the operations of the Members.

Power Agency shall not be required to provide, and shall not be liable for failure to provide, service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Force Majeure or, with respect to the services to be provided for Full

Requirements Bulk Power Supply, is caused by the inability of Power Agency to obtain any required governmental approvals to enable Power Agency to acquire or construct any facilities.

(b) Metering. Electric capacity and energy delivered by Power Agency to Members' Delivery Points connected to the DEP transmission system will be measured by meters installed at such Members' Delivery Points. The installation, operation, maintenance, repair and replacement of all metering equipment located at Delivery Points connected to the DEP transmission system will be performed by DEP pursuant to the NITSA and NOA. Electric capacity and energy delivered by Power Agency to Members' Delivery Points connected to the Dominion NCP transmission system will be measured by meters installed at such Members' Delivery Points, and such measurements will be transmitted to the point of interconnection between the DEP transmission system and the Dominion NCP transmission system pursuant to the Telemetry and Metering System Services Agreement. The installation, operation, maintenance, repair and replacement of all metering equipment located at Delivery Points connected to the Dominion NCP transmission system will be performed pursuant to the Dominion NCP Transmission Agreement.

(c) Power Deliveries. Power and energy furnished to the Member under this Agreement shall be in the form of three phase current, alternating at a frequency of approximately 60 Hertz.

(d) Effect of PURPA. Power Agency shall endeavor to provide the Member with capacity and energy, or transmission services, as required by the provisions of Section 210 of the Public Utility Regulatory Policies Act of 1978 (16 USC 824a-3) and its implementing regulations ("PURPA Requirements") in connection with the service of loads by the Members pursuant to the PURPA Requirements. In the event a PURPA Qualifying Facility interconnects within the Member's system, the Member may purchase the output from such PURPA Qualifying Facility. Any such purchases will be treated for billing and crediting purposes under this FRPSA in the same manner as such purchases are treated under Section 4.4 of the FRPPA.

(e) Liability of Parties. Neither Power Agency nor the Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other side of the Point of Connection (hereinafter defined) therefor and shall not, in any event, be liable for damage or injury to any Person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by Power Agency or the Member of said electric power.

Where Power Agency or the Member has facilities and equipment located on the premises of the other party, the party owning the premises shall permit no one but the other party's authorized representatives to have access to or handle those facilities and equipment. Each party shall indemnify, hold and save harmless the other party for any loss or damage to that other party's premises caused by or arising out of the negligence of the party owning the facilities and equipment, or its representatives, while on the premises of the other party. Each party shall indemnify, hold and save harmless the other party from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, injuries to or death of Persons, or damage to or destruction of property, arising in any manner directly or indirectly by reason of acts of negligence of either party's authorized representative while on the premises of the other party under the right of access provided in this Section 11(e).

Power Agency and the Member shall indemnify, hold and save each other harmless from any and all loss or damage sustained, and from any and all liability to any Person or property incurred by the other (the indemnified party), by reason of any act or performance, or failure to act or perform, on the part of the other (the indemnifying party) or its officers, agents, or employees, in constructing, maintaining or operating the indemnifying party's apparatus, appliances or other property, or in the transmission, control, or application, redistribution, delivery, or sale of said power and energy on the indemnifying party's side of said Point of Connection. Whenever any claim is made against either party, whether the indemnified party or the indemnifying party, the party against whom the claim is made shall give notice to the other party within a reasonable time after the party against whom the claim is made becomes aware of any facts which could reasonably cause it to conclude that the claim is covered by this indemnification. Except as otherwise specifically provided in this Section 11(e), such indemnification shall hold harmless the indemnified party, its officer, agents or employees, from and against any and all liability and any and all losses, damages, injuries, costs and expenses, including expenses incurred by the indemnified party, its agents, servants or employees, in connection with defending any claim or action, and including reasonable attorneys' fees incurred or suffered by the indemnified party, its officer, agents or employees, by reason of the assertion of any such claim against the one indemnified, its officer, agents or employees. The indemnification provided for in this Section 11(e) shall not cover the following expenses: (1) the expense of investigating any claim prior to the time that notice is given to the other party that said claim is covered by this indemnification; (2) compensation for time of employees of the indemnified party spent in defending any action; and (3) attorneys' fees incurred by an indemnified party after an indemnifying party has assumed the defense of an action as provided in this Section 11(e). At any time, the indemnifying party may, at its option, assume on behalf of the indemnified party, its officer, agents and employees, after written notification by the indemnified party of the existence of such a claim, the defense of any action at law or in equity which may be brought against the indemnified party, its officers, agents or employees. The indemnifying party, regardless of whether it assumes the defense of any such action, will pay on behalf of the indemnified party, its officer, agents or employees, the amount of any judgment that may be entered against the indemnified party, its officer, agents or employees, in any such action.

If, pursuant to the provisions of the Full Requirements Power Purchase Agreement, Power Agency is liable to DEP for any loss or damage sustained or any liability to any Person or property incurred by DEP by reason of any act or performance, or failure to act or perform, by the Member, its officers, agents or employees, then the Member shall reimburse Power Agency for any costs or expenses incurred in connection therewith.

In the event that a Member sustains any loss or damage or incurs any liability to any Person or property by reason of any act or performance, or failure to act or perform, by DEP, its officers, agents or employees, then Power Agency shall indemnify and hold harmless such Member from and against such loss, damage or liability; provided, however, that Power Agency shall not be required to indemnify and hold harmless such Member from and against such loss, damage or liability unless Power Agency shall be entitled to recover from DEP the amount of any indemnification sought by the Member pursuant to this paragraph.

The term "Point of Connection" as used in this Section 11(e) shall mean any point at which the conductors owned by a Member connect with the conductors owned by any other entity,

including Power Agency, for the purpose of delivering electric power to the Member in accordance with the provisions of this Agreement.

(f) No Adverse Distinction. Power Agency agrees that there shall be no pattern of adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Agreement relating to the Member as compared to the other Members.

(g) Other Terms and Conditions. Service hereunder shall be in accordance with such other terms and conditions as are established as part of Power Agency's service rules and regulations, which shall not be inconsistent with the provisions of this Agreement.

(h) Notices and Computation of Time. Any notice or demand given by the Member to Power Agency under this Agreement shall be deemed properly given if mailed postage prepaid and addressed, or electronically mailed, to the chief executive officer of Power Agency at its principal office or electronic mail address designated in writing filed with the Members by Power Agency. Any notice, demand, budget, or statement given or rendered by Power Agency to the Members under this Agreement shall be deemed properly given or rendered if mailed postage prepaid and addressed, or electronically mailed, to the Person and at the address designated in writing filed with Power Agency by the Member. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

In computing any period of time prescribed or allowed under this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, a Sunday, or a legal holiday in North Carolina, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday in North Carolina.

SECTION 12. Future Members.

It is expressly understood that nothing herein shall preclude other future Members from contracting with Power Agency for planning, procuring, and providing such other future Members' bulk power supply.

SECTION 13. Records; Accounts; Reports; Audits.

Power Agency shall keep accurate records and accounts for any projects owned or controlled by Power Agency and for Full Requirements Bulk Power Supply, separate and distinct from its other records and accounts. Such records and accounts shall contain information supporting the allocation of Power Agency's indirect costs associated with any projects owned or controlled by Power Agency and with Full Requirements Bulk Power Supply. Such records and accounts shall be audited annually by a firm of independent certified public accountants, experienced in electric utility accounting and of national reputation, to be employed by Power Agency. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by the Member at the principal office of Power Agency.

The Member shall keep accurate records and accounts for its Electric System, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by a firm of certified public accountants or by an accountant approved by the Local Government Commission of North Carolina as qualified to audit Local Government accounts who has no personal interest, direct or indirect, in the fiscal affairs of the municipal government or any of its officers, which audit may be part of the annual audit of the accounts of the Member. Such records and accounts shall be made available for inspection by Power Agency at any reasonable time, and a copy of such annual audit, including all written comments and recommendations of such accountants, shall be furnished to Power Agency not later than one hundred eighty (180) days after the close of the Member's fiscal year.

Power Agency shall, following the close of each fiscal year, submit an annual report of its activities for the preceding year to the Members, to the North Carolina Utilities Commission, and to the Local Government Commission of North Carolina. Each such report shall set forth a complete operating and financial statement covering the operations of Power Agency.

SECTION 14. Modification and Uniformity of Contracts.

This Agreement shall not be subject to termination by either party hereto under any circumstances whether based upon the default of the other party under this Agreement, or any other agreement, or otherwise, except as specifically provided in this Agreement. If any other Full Requirements Power Sales Agreement is amended or replaced, so that it contains terms and conditions different from those contained in this Agreement, Power Agency shall notify the Member and, at the option of the Member and upon timely request, Power Agency shall amend this Agreement to include similar terms and conditions.

SECTION 15. Assignment of Agreement.

Except as provided in Section 10 of this Agreement, this Agreement shall not be transferred or assigned.

SECTION 16. Severability.

If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein. In the event of any such invalidity, the parties hereto shall promptly negotiate in good faith valid new provisions to restore the Agreement to its original intent and effect.

Notwithstanding the invalidity or unenforceability of any or all other provisions of this Agreement, the provisions of this Agreement in respect of the Member's obligation to pay its Member's Share of Monthly Support Costs shall remain in full force and effect.

SECTION 17. Applicable Law; Construction.

This Agreement is made under and shall be governed by the law of the State of North Carolina without regard to principles of conflicts of laws. Headings herein are for convenience only and shall not influence the construction of this Agreement.

SECTION 18. Survivorship of Obligations.

The termination of this Agreement shall not discharge any party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

SECTION 19. No Delay.

No disagreement or dispute of any kind between the parties to this Agreement or between any party and any other entity, concerning any matter, including, without limitation, the amount of any payment due from said party or the correctness of any billing made to the party, shall permit the said party or either of them, to delay or withhold any payment or the performance by any party of any other obligation pursuant to this Agreement. Each party shall promptly and diligently undertake to resolve such disagreement and dispute without undue delay.

SECTION 20. Further Documentation.

From time to time after the execution of this Agreement, the parties hereto shall within their legal authority execute other documents as may be necessary, helpful, or appropriate to carry out the terms of this Agreement.

SECTION 21. Incorporation of Exhibits.

All Exhibits attached to this Agreement shall be incorporated into and be a part of this Agreement.

SECTION 22. Continuance and Enforcement of Agreement.

(a) Except as provided in Section 7(b) of this Agreement, Power Agency shall continue this Agreement in full force and effect and shall enforce this Agreement in accordance with its terms to the extent permitted by law.

(b) The failure of a party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of such party thereafter to enforce each and every such provision.

SECTION 23. Relationship to Other Instruments.

It is recognized by the parties hereto that Power Agency must comply with the requirements of the Bond Resolution, and it is therefore agreed that this Agreement is made subject to the terms and provisions of the Bond Resolution.

SECTION 24. Counterparts; Electronic Signatures.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, taken together, shall constitute but one and the same Full Requirements Power Sales Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement and, when printed from electronic files, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes of this Agreement, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means, and "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message.

SECTION 25. Entire Agreement.

This Agreement shall constitute the entire understanding among the parties hereto, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. No party hereto has relied, or will rely, upon any oral or written representation or oral or written information made or given to such party by any representative of the other party or anyone on its behalf.

SECTION 26. Preaudit.

Execution of this Agreement by the finance officer of the Member shall constitute a certification of such finance officer that, to the extent this Agreement requires the Member to satisfy a financial obligation during the Member's fiscal year in which the Effective Date occurs, this Agreement has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act.

SECTION 27. Attorney's Approval.

Execution of this Agreement by the Town Attorney of the Member shall constitute compliance with the provisions of Section 4.3 of the Member's Charter that requires the Town Attorney to draft legal documents relating to the affairs of the Town and inspect and pass upon all agreements, contracts, franchises and other instruments with which the Member may be concerned.

[Balance of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2023.

TOWN OF APEX

By:_____
Mayor

Attest:

_____
Town Clerk

(SEAL)

For purposes of Section 26 only:

_____
Finance Officer

For purposes of Section 27 only:

_____
Town Attorney

Executed this 22nd day of September, 2023.

NORTH CAROLINA EASTERN
MUNICIPAL POWER AGENCY

By:_____
Chief Executive Officer

Attest:

_____
Assistant Secretary

(SEAL)

[Signature Page of Full Requirements Power Sales Agreement]

Exhibit A

Network Integration Transmission Service Agreement

and

Network Operating Agreement

between

Duke Energy Progress, Inc.

and

North Carolina Eastern Municipal Power Agency

NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT

AND

NETWORK OPERATING AGREEMENT

BETWEEN

DUKE ENERGY PROGRESS, LLC

AND

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

SERVICE AGREEMENT FOR
NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of January 1, 2020, is entered into, by and between Duke Energy Progress, LLC, with its principal offices located at 410 S. Wilmington Street, Raleigh, North Carolina 27601, ("Transmission Provider" or "DEP"), and North Carolina Eastern Municipal Power Agency, with its principal offices located at 1427 Meadow Wood Blvd, Raleigh, NC 27604 ("Transmission Customer" or "NCEMPA").

2.0 The Transmission Customer has been determined by the Transmission Provider to have submitted a Completed Application for Network Integration Transmission Service under the Open Access Transmission Tariff of Duke Energy Progress, LLC (the "Tariff").

3.0 The Transmission Customer has met the creditworthiness standards of Section 11.2 of the Tariff. In the event that Transmission Customer does not take service for any reason, the Transmission Provider will provide Transmission Customer with a statement identifying the costs incurred.

4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2020, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Service Agreement.

5.1 The Transmission Customer is responsible for replacing Real Power Losses associated with all transmission service in accordance with Section 28.5 of the Tariff.

NCEMPA has initially arranged, through its contracts with Duke Energy Progress, LLC ("DEP"), for the supply of Real Power Losses associated with its transmission service in accordance with Section 28.5 of the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Paul Graves
Duke Energy Progress, LLC
Manager, Tariff Administration
299 1st Avenue N
St. Petersburg, FL 33701
Mailcode: FL-906B
Phone: (727) 820-5524
Paul.Graves@duke-energy.com

Transmission Customer:

Kathy Moyer
ElectriCities of North Carolinas, Inc.
Vice President, Operations
1427 Meadow Wood Blvd.
Raleigh, NC 27604
Phone: (919) 760-6225
kmoyer@electricities.org

7.0 The Tariff, Specifications for Network Integration Transmission Service and the Network Operating Agreement, all of which may be amended from time to time, are incorporated herein and made a part hereof.

8.0 Service under this Service Agreement will be subject to some combination of the agreed-upon charges detailed below:

8.1 Transmission Charge:

In each month, Transmission Customer's charge for transmission service shall be determined in accordance with Attachment H of the Tariff. For purposes of applying the provisions of Attachment H, the Transmission Customer's "Network Load" shall be determined as follows:

Network Load = [(TCCP - SEPA) / (1.0 - TLF)] + 50 MW

where:

"TCCP" for any month is the aggregate of the 60-minute integrated metered demands recorded at (or, if the metering location is remote from the Delivery Point, compensated to) the Transmission Customer's Delivery Points during the hour of the month in which the greatest load was imposed on the Transmission Provider's Transmission System.

"SEPA" is the sum of the preference customer Southeastern Power Administration ("SEPA") capacity allocations of Transmission Customer's municipal participants.

"TLF" is the approved Transmission Loss Factor (expressed as a decimal amount) for the Transmission Provider's Transmission System.

8.2 Ancillary Services Charges:

1 Scheduling, System Control and Dispatch Service

The charges for Scheduling, System Control and Dispatch Service shall be per Schedule 1 of the Tariff.

The Transmission Customer's load for purposes of computation of the Scheduling, System Control and Dispatch Service, shall include the Customer's coincident peak load reduced by the Customer's allocation of capacity from the Southeastern Power Administration ("SEPA"), plus the associated DEP transmission system losses.

2 Reactive Supply and Voltage Control from Generation Sources Service

The charges for Reactive Supply and Voltage Control from Generation Sources Service shall be per Schedule 2 of the Tariff.

The Transmission Customer's load used for the purposes of calculating the charges for Reactive Supply and Voltage Control from Generation Sources Service shall include the Customer's coincident peak load reduced by the Customer's allocation of capacity from the Southeastern Power Administration ("SEPA"), plus the associated DEP transmission system losses minus the Transmission Customer's Retained Capacity (as identified in Section 3.0 (1) of the Specifications for Network Integration Transmission Service).

3 Regulation and Frequency Response Service

The charges for Regulation and Frequency Response Service shall be per Schedule 3 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

4 Energy Imbalance Service

The charges for Energy Imbalance Service shall be per Schedule 4 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Energy Imbalance Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

5 Operating Reserve - Spinning Reserve Service

The charges for Operating Reserve - Spinning Reserve Service shall be per Schedule 5 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Operating Reserve - Spinning Reserve Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental

Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

6 Operating Reserve -Supplemental Reserve Service

The charges for Operating Reserve -Supplemental Reserve Service shall be per Schedule 6 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Operating Reserve -Supplemental Reserve Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

9.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Transmission Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.

10.0 The Transmission Customer will be responsible for Delivery Facilities Charges, Distribution Substation Service charges, Redispatch cost, Network Upgrade, and/or Direct Assignment Facilities cost under this agreement as follows:

Delivery Facilities Charges calculated as set forth in Attachment B-1 to the Specifications for Network Integration Transmission Service.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ _____

Name: J. Samuel Holeman, III Date

Title: Vice President, Transmission System Planning & Operations
Duke Energy Progress, LLC

Transmission Customer:

By: _____ 10/31/19

Name: Matthew E. Schull Date

Title: Chief Operating Officer, NCEMPA
ElectriCities of North Carolina, Inc.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ 10/29/2019

Name: J. Samuel Holeman, III Date

Title: Vice President, Transmission System Planning & Operations
Duke Energy Progress, LLC

Transmission Customer:

By: _____ _____

Name: Matthew E. Schull Date

Title: Chief Operating Officer, NCEMPA
ElectriCities of North Carolina, Inc.

SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Term of Transaction:

Start Date: January 1, 2020

Termination Date: January 1, 2025

If the Service Agreement is not terminated by the Transmission Provider or the Transmission Customer, the Service Agreement will automatically renew for successive five-year terms. The Service Agreement may be terminated at the end of each successive five-year term by the Transmission Provider or the Transmission Customer by giving notice of such termination in writing at least one year prior to the end of the renewal period.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

The Transmission Customer has capacity and energy pursuant to 1) agreements with Duke Energy Progress, LLC with capacity and energy made available in the DEP Eastern control area, 2) an agreement with Southeastern Power Administration (SEPA) with capacity and energy originating from SEPA's Kerr hydroelectric project in the Dominion Virginia Power control area and SEPA's Philpott hydroelectric project in the American Electric Power control area.

3.0 Network Resources

(1) Transmission Customer Generation Owned or Leased:

None

(2) Transmission Customer Generation Purchased:

(a) The purchase of approximately 29 MW of capacity and associated energy from the Kerr hydroelectric project located in the Dominion Virginia Power control area and the Philpott hydroelectric project located in the American Electric Power control area, operated by the U.S. Army Corps of Engineers, and marketed by the Southeastern Power Administration ("SEPA"). Although considered a Network Resource for purposes of this Service Agreement, SEPA reimburses the Transmission Provider for transmission service under a separate Service Agreement. Consequently, SEPA allocations will be subtracted from the Transmission Customer's Network Load for purposes of determining charges pursuant to paragraph 8.0 of this Service Agreement.

(b) Effective October 1, 2018, the purchase of capacity and energy from DEP pursuant to the Full Requirements Power Purchase Agreement which obligates DEP to provide capacity and energy to meet NCEMPA's full requirements load, net of load met by SEPA. Full Requirements Capacity and Energy under this Agreement is supplied by DEP's system of generating and purchased resources and is delivered to the DEP-East Control Area. The Full Requirements Power Purchase Agreement obligates DEP to supply such capacity and energy through December 31, 2043.

Total Network Resources = (1) + (2) = Transmission Customer's Total Network Load

4.0 Network Load

(1) Transmission Customer Network Load:

See Attachment A-1 for a list of the Transmission Customer's Delivery Points and the 10-year forecast for each. Detailed information about each of the Transmission Customer's Delivery Points shall be set forth in Delivery Point Data Sheets, executed by the Parties, substantially in the form set forth in Attachment A-2. Initiation of a new Delivery Point, or changes to the configuration of or investment in existing Delivery Points, shall require execution of an appropriately modified Delivery Point Data Sheet.

The Transmission Provider shall include the Transmission Customer's need for sufficient Delivery Point capability in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service Delivery Point capability sufficient to meet the Transmission Customer's current and forecasted Network Load at each such Delivery Point on a basis comparable to the Transmission Provider's delivery of service to its Native Load Customers. Retirement or modification of any Delivery Point (including a Delivery Point located at any jointly used delivery station) that the Transmission Provider may deem necessary in the course of satisfying the foregoing commitment shall be on a non-discriminatory basis and shall be comparable to the Transmission Provider's termination or modification of delivery stations in serving its Native Load Customers.

(2) Total Network Load at time of most recent annual peak load:

Season (Date - Hour Ending)	Total Network Load [kW]
Summer 2018 (06/19/2018-HE 20:00)	1,501,158
Winter 2018 (01/08/2018-HE 8:00)	1,577,804

5.0 Power Factor Requirements

The power factor requirements applicable to Transmission Customer's Delivery Points shall be as set forth in the Transmission Provider's Tariff.

6.0 Designation of party(ies) subject to reciprocal service obligation:

None.

7.0 Name(s) of any Intervening Systems providing transmission service:

None.

8.0 Party Responsible for Providing Real Power Losses:

Transmission Customer has initially arranged, through its contracts with Duke Energy Progress, LLC ("DEP"), for the supply of Real Power Losses associated with its transmission service in accordance with Section 28.5 of the Tariff.

ATTACHMENT A-1

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

NCEMPA DELIVERY POINTS AND FORECASTED DELIVERY POINT DEMANDS

North Carolina Eastern Municipal Power Agency
2019 Forecast Annual DP NCP Demand Kilowatts at Power Agency Delivery Level
Including SEPA Allocation

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Apex 1	0	0	0	0	0	0	0	0	0	0
Apex 2	21,469	21,816	22,229	22,759	23,269	23,792	24,319	24,856	25,422	26,038
Apex 3	20,016	20,340	20,724	21,219	21,694	22,181	22,673	23,174	23,702	24,276
Apex 4	38,318	38,938	39,674	40,621	41,531	42,464	43,405	44,363	45,374	46,473
Apex 5	17,736	18,024	18,364	18,802	19,223	19,655	20,091	20,535	21,002	21,511
Ayden 1	21,145	20,935	20,772	20,703	20,618	20,526	20,435	20,344	20,269	20,224
Benson 1	7,913	7,838	7,788	7,779	7,763	7,751	7,740	7,730	7,729	7,742
Clayton 1	9,518	6,853	6,928	7,039	7,145	7,254	7,364	7,477	7,598	7,734
Clayton 2	17,676	20,558	20,783	21,118	21,434	21,761	22,092	22,431	22,795	23,203
Farmville 1	0	0	0	0	0	0	0	0	0	0
Farmville 2	12,108	12,026	11,983	12,004	12,013	12,028	12,044	12,064	12,097	12,152
Fremont 1	3,366	3,331	3,304	3,292	3,278	3,262	3,246	3,231	3,218	3,209
Greenville 1	277,207	302,536	303,713	306,506	309,005	311,666	314,374	317,186	320,349	324,106
Greenville 4	110,387	54,968	55,182	55,689	56,143	56,627	57,119	57,630	58,204	58,887
Greenville 5	0	30,392	30,511	30,791	31,042	31,310	31,582	31,864	32,182	32,559
Hookerton 1	1,515	1,506	1,501	1,502	1,502	1,501	1,501	1,500	1,501	1,504
Kinston 1	92,267	71,559	71,369	71,558	71,678	71,833	71,998	72,185	72,449	72,844
Kinston 2	0	20,172	20,119	20,172	20,206	20,250	20,296	20,349	20,423	20,534
La Grange 1	6,231	6,174	6,131	6,115	6,095	6,073	6,051	6,030	6,012	6,004
Laurinburg 1	28,713	0	0	0	0	0	0	0	0	0
Laurinburg 2	0	28,505	28,388	28,422	28,428	28,448	28,472	28,504	28,567	28,680
Louisburg 1	11,526	11,394	11,299	11,264	11,217	11,176	11,136	11,100	11,075	11,069
Lumberton 1	0	0	0	0	0	0	0	0	0	0
Lumberton 2	28,744	28,488	28,295	28,229	28,144	28,047	27,952	27,858	27,785	27,754
Lumberton 3	16,627	16,478	16,367	16,329	16,279	16,223	16,169	16,114	16,072	16,054
Lumberton 4	14,582	14,452	14,354	14,321	14,277	14,228	14,180	14,132	14,095	14,079
New Bern 1	34,225	34,011	33,906	33,981	34,023	34,082	34,146	34,220	34,330	34,502
New Bern 2	33,441	33,233	33,130	33,203	33,245	33,302	33,364	33,436	33,544	33,712
New Bern 3	2,050	2,037	2,031	2,035	2,038	2,041	2,045	2,049	2,056	2,066
New Bern 4	26,991	26,823	26,740	26,799	26,832	26,879	26,929	26,987	27,074	27,210
New Bern 5	16,319	16,217	16,167	16,203	16,223	16,251	16,281	16,317	16,369	16,451
Pikeville 1	1,968	1,954	1,945	1,945	1,944	1,941	1,939	1,937	1,936	1,939
Red Springs 1	7,144	7,090	7,058	7,064	7,062	7,065	7,068	7,073	7,086	7,112
Rocky Mount	78,350	77,651	77,201	77,163	77,048	76,971	76,903	76,858	76,894	77,066
Rocky Mount 2	78,169	77,472	77,023	76,985	76,870	76,793	76,726	76,680	76,716	76,888
Selma 2	3,603	3,567	3,538	3,526	3,511	3,494	3,478	3,462	3,449	3,440
Selma 3	11,271	11,157	11,068	11,029	10,982	10,930	10,880	10,829	10,787	10,761
Smithfield 1	29,486	29,302	29,211	29,276	29,312	29,363	29,418	29,481	29,577	29,725
Smithfield 2	6,722	6,680	6,659	6,674	6,682	6,694	6,706	6,721	6,742	6,776
Southport 1	14,526	14,527	14,573	14,697	14,807	14,924	15,044	15,169	15,310	15,480
Wake Forest 2	13,304	13,408	13,554	13,771	13,975	14,188	14,402	14,622	14,858	15,123
Wake Forest 3	27,729	27,947	28,250	28,703	29,129	29,571	30,018	30,476	30,969	31,520
Washington 1	66,429	65,884	65,486	65,381	65,231	65,054	64,884	64,713	64,592	64,569

North Carolina Eastern Municipal Power Agency
2019 Forecast Annual DP NCP Demand Kilowatts at Power Agency Delivery Level
Including SEPA Allocation

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Wilson 1	0	0	0	0	0	0	0	0	0	0
Wilson 2	12,676	12,629	12,622	12,682	12,730	12,784	12,840	12,900	12,974	13,071
Wilson 3	45,403	45,235	45,209	45,425	45,596	45,790	45,991	46,205	46,471	46,820
Wilson 4	11,393	11,351	11,345	11,399	11,442	11,490	11,541	11,595	11,661	11,749
Wilson 5	19,134	19,063	19,052	19,143	19,215	19,297	19,381	19,472	19,583	19,731
Wilson 6	25,764	25,669	25,654	25,776	25,873	25,984	26,097	26,219	26,370	26,568
Wilson 7	18,265	18,198	18,187	18,274	18,343	18,421	18,501	18,588	18,695	18,835
Wilson 8	0	0	0	0	0	0	0	0	0	0
Wilson 9	0	0	0	0	0	0	0	0	0	0
Wilson 10	0	0	0	0	0	0	0	0	0	0
Wilson 11	73,109	72,838	72,797	73,144	73,419	73,732	74,055	74,401	74,828	75,390
Wilson 12	58,001	57,786	57,753	58,028	58,247	58,495	58,751	59,026	59,364	59,811
DEP Total	**1,472,534**	**1,469,013**	**1,469,936**	**1,478,539**	**1,485,763**	**1,493,589**	**1,501,629**	**1,510,092**	**1,520,154**	**1,532,951**
Belhaven	4,035	3,993	3,964	3,956	3,944	3,935	3,925	3,917	3,912	3,915
Edenton	22,723	22,610	22,546	22,584	22,606	22,618	22,634	22,649	22,681	22,749
Elizabeth City 1	35,661	35,441	35,299	35,315	35,307	35,285	35,266	35,248	35,256	35,318
Elizabeth City 2	36,132	35,909	35,765	35,782	35,774	35,751	35,732	35,713	35,721	35,785
Hamilton	785	775	768	765	761	757	754	751	748	747
Hertford	5,373	5,329	5,302	5,303	5,299	5,298	5,297	5,298	5,305	5,321
Hobgood	786	778	771	767	763	759	755	751	747	745
Robersonville*	5,358	5,295	5,250	5,232	5,209	5,188	5,168	5,149	5,136	5,132
Scotland Neck	6,008	5,948	5,902	5,882	5,857	5,831	5,805	5,779	5,757	5,744
Tarboro 1	13,267	13,148	13,071	13,083	13,042	13,028	13,016	13,007	13,012	13,040
Tarboro 2	2,168	2,148	2,136	2,134	2,131	2,129	2,127	2,125	2,126	2,131
Tarboro 3	12,752	12,637	12,563	12,556	12,536	12,523	12,510	12,502	12,507	12,534
Tarboro 4	10,796	10,699	10,636	10,630	10,613	10,602	10,591	10,584	10,588	10,611
Tarboro 5	9,126	9,044	8,991	8,985	8,971	8,962	8,953	8,947	8,950	8,970
VEPCO Total	**164,971**	**163,755**	**162,962**	**162,954**	**162,815**	**162,664**	**162,533**	**162,419**	**162,447**	**162,740**
Agency Total	**1,637,505**	**1,632,768**	**1,632,898**	**1,641,493**	**1,648,579**	**1,656,254**	**1,664,161**	**1,672,511**	**1,682,601**	**1,695,691**

*Robersonville has one delivery point with 3 metering points: (2) 4kV metering points and (1) 12kV metering point, all at one delivery for load forecasting purposes. Since the load forecast is completed by city level and delivery level, and not metering point level, Robersonville is shown as one delivery point. The NCEMPA forecast files do not contain a Robersonville 2 and 3, only Robersonville 1.

ATTACHMENT A-2

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

FORM OF DELIVERY POINT DATA SHEETS

DELIVERY POINT DATA SHEET

1. NCEMPA Participant _____
2. Location _____
3. Effective Date _____
4. Delivery Point Name and Location _____
5. Delivery Point Voltage _____
6. Point of Connection
   - A. Name _____
   - B. Number _____
   - C. Physical Location _____
   - D. Firm Capacity of: _____
   - E. Voltage _____
   - F. Metered Voltage _____
   - G. Location of Meter _____
7. Special Facilities or Conditions _____

ACCEPTED BY NCEMPA

Name: _____
Title: _____
Date: _____

ACCEPTED BY DEP

Name: _____
Title: _____
Date: _____

ATTACHMENT B-1

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

DELIVERY FACILITIES CHARGES

DELIVERY FACILITIES CHARGES

Transmission Customer will compensate Transmission Provider for Transmission Customer's share of the cost of Delivery Facilities (facilities beyond the Delivery Points that are used to deliver capacity and energy from the Transmission System to the systems of Transmission Customer's municipal participants at each Delivery Point). The charges for Delivery Facilities in each month shall be calculated in accordance with the formulas set forth below, based upon the operating voltage (transmission voltage or distribution voltage) of specific Delivery Facilities at a Delivery Point.

Delivery Facilities Charge for Transmission Voltage Delivery Facilities	=	($CACR_{EF}$ + $CACR_{AF}$)	X	$MFCR_{TV}$
Delivery Facilities Charge for Distribution Voltage Delivery Facilities	=	($CACR_{EF}$ + $CACR_{AF}$)	X	$MFCR_{DV}$

$CACR_{EF}$	=	OC_{EF}	X	RF
$CACR_{AF}$	=	OC_{AF}	X	RF

Terms used in the foregoing formulas shall have the following meanings:

$CACR_{EF}$ ("Customer-Assigned Cost Responsibility - Existing Facilities"): the portion (in $) of the Original Cost of Delivery Facilities in service as of July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges.

$CACR_{AF}$ ("Customer-Assigned Cost Responsibility - Additional Facilities"): the portion (in $) of the Original Cost of Delivery Facilities placed in service on and after July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges. In any year, $CACR_{AF}$ shall be determined as the product of the Original Cost of Additional Facilities (Delivery Facilities placed in service on and after July 1, 2008) times the RF for that year.

OC_{EF} ("Original Cost of Existing Facilities"): for any Delivery Point, the asset costs of Delivery Facilities placed in service before July 1, 2008, as set forth in the Delivery Facilities Investment Data Sheet for such Delivery Point that is in effect as of July 1, 2008. These values, shall not change during the term of the NITSA

except (as set forth below) as necessary to reflect the Transmission Provider's remaining book investment in existing Delivery Facilities that later may be retired from service.

OC_{AF} ("Original Cost of Additional Facilities"): for any Delivery Point, the asset costs of new Delivery Facilities or modifications to existing Delivery Facilities that are placed in service on and after July 1, 2008, as properly recorded by Transmission Provider in FERC Accounts 360 through 369 (or their successor accounts) and reflected on a new or modified Delivery Facilities Investment Data Sheet for that Delivery Point.

OC_{EF} and OC_{AF} shall be reduced from time to time by an appropriate share of the Transmission Provider's remaining book investment in existing or new Delivery Facilities that were reflected in the determination of OC_{EF} or OC_{AF} (as applicable) but that later are retired from service.

RF ("Responsibility Factor"): For Delivery Points where the Transmission Customer is the sole user of the Delivery Facilities, RF shall equal 1.0. For Delivery Points where the Transmission Customer is not the sole user of the Delivery Facilities, RF shall be calculated as follows:

RF =

(Transmission Customer metered demand at hour of peak annual demand on Delivery Facility)

divided by

(Total demand on Delivery Facility at hour of peak annual demand on Delivery Facility)

The Transmission Provider shall update the values used for RF each calendar year based on the most recent available load data.

$MFCR_{TV}$ ("Monthly Fixed Charge Rate - Transmission Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at transmission voltage (115 kV and higher). The current $MFCR_{TV}$ value is 0.89%.

$MFCR_{DV}$ ("Monthly Fixed Charge Rate - Distribution Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at distribution voltage (below 115 kV). The current $MFCR_{DV}$ value is 1.05%.

The values used for $MFCR_{TV}$ and $MFCR_{DV}$ may be changed by the Transmission Provider only pursuant to a filing made under Section 205 of the Federal Power Act, and by the Transmission Customer only pursuant to a filing made under Section 206 of the Federal Power Act.

Effective January 1, 2020, Transmission Customer shall pay the following monthly Delivery Facilities charges:

Delivery Facilities Charge for Transmission Voltage Delivery Facilities = $10,973.09 /month

Delivery Facilities Charge for Distribution Voltage Delivery Facilities = $84,757.76 /month

A Delivery Point may be terminated by either Transmission Provider or Transmission Customer upon reasonable notice.[1] In the event that the termination of the Delivery Point results in the Early Retirement (as defined in Section 3.a below) of any of the Transmission Provider's facilities covered by these distribution rates or any of the Transmission Customer's facilities interconnected with such Transmission Provider's facilities, the Transmission Provider or the Transmission Customer, as applicable, shall be responsible for paying to the other party a Loss Due to Early Retirement ("LDER") calculated as follows:

1. If Transmission Provider is the initiator of the termination of the Delivery Point, Transmission Provider shall be responsible for paying to Transmission Customer any LDER incurred by Transmission Customer involving Transmission Customer's facilities interconnected with Transmission Provider's facilities at the Delivery Point. In such event, Transmission Customer's LDER shall consist of the sum of (a) the net book value of the Transmission Customer's facilities interconnected with Transmission Provider's facilities at the Delivery Point, plus actual cost of removal, less any actual salvage value, all as calculated using Transmission Customer's standard accounting practices, and (b) Transmission Customer's Reintegration Costs.

Reintegration Costs shall include the direct labor costs (plus a reasonable percentage for regular employee fringe benefits and a reasonable percentage for engineering and supervision, cost of use of equipment, cost of materials, and miscellaneous expenses) that Transmission Customer incurs in connecting, by the most practical and direct route, (a) the Transmission Customer's lines that were previously connected with the terminated Delivery Point with (b) the Delivery Point that replaces the terminated Delivery Point. Reintegration Costs will be calculated consistent with the standard methodology being used by the Transmission Customer at that time for calculations of this kind.

[1] For purposes of this Attachment B-1, "termination" of a Delivery Point means the Transmission Customer's permanent removal of all load from the point of electrical connection or at the voltage specified in the Delivery Point Data Sheet in effect for that Delivery Point immediately prior to the load removal.

2. If Transmission Customer is the initiator of the termination of the Delivery Point, Transmission Customer shall be responsible for paying to Transmission Provider any LDER incurred by Transmission Provider involving the Transmission Provider facilities covered by these distribution rates. In such event, Transmission Provider's LDER shall consist of the net book value of the Transmission Provider's facilities covered by these distribution rates, plus actual cost of removal, less any actual salvage value, all as calculated using Transmission Provider's standard accounting practices.

3. Definitions

a. A retirement shall be deemed to result in an "Early Retirement" for LDER purposes if the LDER, calculated as set forth in sections 1 and 2 herein, exceeds 20% of the sum of (a) the original cost of the asset(s) (including any additions or retirements) for which the LDER is calculated (b) actual removal costs, and (c), in the case of a termination initiated by the Transmission Provider, Reintegration Costs.

b. For LDER calculation purposes, "net book value" of an asset represents the original cost of the asset (including any additions or retirements) less actual accumulated depreciation for the asset as reflected in the fixed assets system of the impacted entity.

4. Billing Provisions. After the Delivery Point is terminated, the Transmission Provider or Transmission Customer, as applicable, shall render a bill to the other party for the Transmission Provider's or Transmission Customer's LDER (excluding the actual cost of removal and actual salvage value), and, if applicable, the Transmission Customer's Reintegration Costs. After the facilities at the Delivery Point have been removed, the Transmission Provider or Transmission Customer, as applicable, shall render a bill to the other party for the Transmission Provider's or Transmission Customer's actual cost of removal and actual salvage value. Bills rendered hereunder shall be subject to the Billing and Payment provisions of Section 7 of the Tariff.

ATTACHMENT B-2

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

ORIGINAL COST OF EXISTING DELIVERY FACILITIES AND INITIAL CUSTOMER-ASSIGNED COST RESPONSIBILITY FOR EXISTING DELIVERY FACILITIES

Cost Responsibility for Existing Power Agency Municipal Participant Distribution Delivery Facilities

(a)	(b)	(c)	(d)	(e)	(f)
Delivery Point	**OC_{EF}**	**OC_{AF}**	**$CACR_{EF}$**	**$CACR_{AF}$**	**$CACR_{TOTAL}$**
Apex	$1,531,103		$1,531,103		$1,531,103
Apex # 4		$12,389		$12,389	$12,389
Apex # 5		$28,560		$28,560	$28,560
Benson	$1,396,179		$531,665		$531,665
Clayton	$4,044,335		$1,194,730		$1,194,730
Farmville		$14,586		$14,586	$14,586
Fremont	$562,283		$226,840		$226,840
Hookerton	$889,473		$219,716		$219,716
Kinston	$52,117		$52,117		$52,117
LaGrange	$625,884		$315,970		$315,970
Laurinburg	$770,049		$536,768		$536,768
Louisburg	$1,004,227		$517,651		$517,651
Lumberton #2	$39,671		$39,671		$39,671
Lumberton #3	$22,560		$22,560		$22,560
Lumberton #4		$10,740		$10,740	$10,740
New Bern #1	$11,869		$11,869		$11,869
New Bern #2	$52,988		$52,988		$52,988
New Bern #3	$1,002,374		$130,900		$130,900
New Bern #4	$2,641		$2,641		$2,641
New Bern Lewis Farm Rd.		$12,803		$12,803	$12,803
Pikeville	$577,071		$172,103		$172,103
Red Springs	$494,457		$404,487		$404,487
Selma # 2	$671,869		$464,694		$464,694
Selma # 3		$15,664		$15,664	$15,664
Smithfield	$553,433		$553,433		$553,433
Smithfield # 2		$23,948		$23,948	$23,948
Southport	$1,088,355		$526,946		$526,946
Wake Forest		$14,289		$14,289	$14,289
Wake Forest # 3		$26,530		$26,530	$26,530
Wilson #1 - #11	$399,986		$399,986		$399,986
Investment in metering, telemetering, and related equipment (combined system load signal)	$3,821		$3,821		$3,821
Total Distribution	**$15,796,745**	**$159,509**	**$7,912,659**	**$159,509**	**$8,072,168**

Cost Responsibility for Existing Power Agency Municipal Participant Transmission Delivery Facilities

(a)	(b)	(c)	(d)	(e)	(f)
	Transmission Voltage Delivery Facilities				
	OC_{EF}	**OC_{AF}**	**$CACR_{EF}$**	**$CACR_{AF}$**	**$CACR_{TOTAL}$**
Ayden	$79,383		$79,383		**$79,383**
Greenville #1, #2 and #3	$347,501		$347,501		**$347,501**
Rocky Mount	$240,339	$37,100	$240,339	$37,100	**$277,439**
Rocky Mount #4	$73,932		$73,932		**$73,932**
Washington	$157,956		$157,956		**$157,956**
Wilson 230 kV POD	$296,721		$296,721		**$296,721**
Total Transmission	**$1,407,886**	**$37,100**	**$1,407,886**	**$37,100**	**$1,232,932**

Network Operating Agreement

Between

Duke Energy Progress, LLC

And

North Carolina Eastern Municipal Power Agency

Duke Energy Progress, LLC, formerly known as Carolina Power & Light Company (d/b/a Progress Energy Carolinas, Inc.) (Transmission Provider), and North Carolina Eastern Municipal Power Agency (Transmission Customer) agree that the provisions of this Network Operating Agreement (NOA) and the Service Agreement govern the Transmission Provider's provision of Network Integration Service to the Transmission Customer in accordance with DEP's Open-Access Transmission Tariff (Tariff), as it may be amended from time to time. Unless specified herein, capitalized terms shall refer to terms defined in the Tariff.

The Network Operating Committee consisting of a representative and an alternate from each Network Customer and the Transmission Provider shall: (i) coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service; (ii) ensure that current operating practices and procedures are consistent with the Network Operating Agreement; (iii) plan, schedule, and implement operational changes to maintain consistency with the Network Operating Agreement; and (iv) recommend, schedule, and implement Network Operating Agreement changes. Each party's authorized official will inform the other party's authorized official in writing of the representative and alternate to the Network Operating Committee as soon as practical, so that the agreement can be implemented.

1.0 Control Area Requirements

The Transmission Customer shall: (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Corporation ("NERC") and the SERC Reliability Corporation ("SERC"); or (ii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with the Transmission Provider; or (iii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with another entity that can satisfy those requirements in a manner that is consistent with the Tariff and Good Utility Practice and satisfies NERC and SERC standards. The Transmission Customer shall plan, construct, operate and maintain its facilities and system in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable guidelines of NERC and SERC, as they may be modified from time to time, and any generally accepted practices in the region that are consistently adhered to by the Transmission Provider.

2.0 Redispatch Procedures

(a) If the Transmission Provider determines that redispatching resources (including reductions in off-system purchases and sales) to relieve an existing or potential transmission constraint is the most effective way to ensure the reliable operation of the Transmission System, the Transmission Provider will redispatch the Transmission Provider's resources, and request the Transmission Customer to redispatch its resources, on a least-cost basis, without regard to the ownership of such resources. The Transmission Provider will maintain a redispatch protocol and will apprise the Transmission Customer of its redispatch practices and procedures, as they may be modified from time to time.

(b) The Transmission Customer will submit verifiable cost data for its resources, which estimate the cost to the Transmission Customer of changing the generation output of its Network Resources, to the Transmission Provider. This cost data will be used, along with similar data for the Transmission Provider's resources, as the basis for least-cost dispatch. The Transmission Provider's bulk power operations personnel will keep this data confidential, and will not disclose it to the Transmission Provider's marketing personnel. If the Transmission Customer experiences changes to its costs, the Transmission Customer will submit those changes to the Transmission Provider's Energy Control Center. The Transmission Provider will implement least-cost redispatch consistent with its existing contractual obligations and its current practices and procedures for its own resources per Sections 33.2 and 42.2 of the Tariff. The Transmission Customer shall respond within ten minutes to requests for redispatch from the Transmission Provider's Energy Control Center.

(c) The Transmission Customer may audit, at its own expense, particular redispatch events (such as the cause or necessity of the redispatch) during normal business hours following reasonable notice to the Transmission Provider. Either the Transmission Customer or the Transmission Provider may request an audit of the other Party's cost data. Any audit of cost data will be performed by an independent agent at the requesting Party's cost. Such independent agent will be a nationally recognized accounting firm and will be required to keep all cost data confidential.

(d) Once redispatch has been implemented, the Transmission Provider will book in a separate account the redispatch costs incurred by the Transmission Provider and the Transmission Customer based on the submitted cost data. The Transmission Provider and the Transmission Customer will each bear a proportional share of the total redispatch costs pursuant to Sections 33 and 42 and Attachment J of the Tariff. The redispatch charge or credit, as appropriate, will be reflected on the Transmission Customer's monthly bill.

3.0 Metering

(a) Unless otherwise agreed and except as provided in Section 3(b), the Transmission Provider will be responsible for the installation, operation, maintenance, repair and replacement of all metering equipment necessary to provide Network Integration Service or Network Contract Demand Service.

All metering equipment shall conform to Good Utility Practice and, if it is electrically located in the Transmission Provider's Control Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any metering equipment by the Transmission Customer or its agents, the Transmission Provider and the Transmission Customer shall review the metering equipment to ensure conformance with such standards or practices.

Metering equipment necessary to provide Network Integration Transmission Service that is in place at each Delivery Point as of the date of this Agreement is included within the Delivery Facilities provided by Transmission Provider pursuant to Section 10 and Attachments B-1 and B-2 of the NITSA.

(b) Unless otherwise agreed, electric capacity and energy received by the Transmission Provider from the Transmission Customer will be measured by meters installed and maintained by the Transmission Customer at the Transmission Customer's Network Resources if such Network Resources are electrically located within the Transmission Provider's Control Area. When measurement is made at any location other than a Point of Receipt, suitable adjustment for losses between the point of measurement and the Point of Receipt will be agreed upon in writing between the Parties hereto and will be applied to all measurements so made. Metered receipts used in billing and accounting hereunder will in all cases include adjustment for such losses.

(c) Electric capacity and energy delivered to the Transmission Customer's points of delivery by the Transmission Provider will be measured by meters installed at the points of delivery. When measurement is made at any location other than a Point of Delivery, suitable adjustment for losses between the point of measurement and the Point of Delivery will be agreed upon in writing between the Parties hereto and will be applied to all measurements so made. Metered receipts used in billings and accounting hereunder will in all cases include adjustments for such losses.

(d) Meters at the Transmission Customer's Network Resources and Network Loads will be tested at least biennially. In addition, the Transmission Customer will, upon request of the Transmission Provider, test any of its meters at its Network Resources or Network Loads used for determining the receipt or delivery of capacity and energy by the Transmission Provider. Representatives of the Transmission Provider will be afforded an opportunity to witness such tests. In the event the test shows the meter to be inaccurate, the Transmission Customer will make any necessary adjustments, repairs or replacements thereon.

(e) In the event any meter used to measure capacity and energy fails to register or is found to be inaccurate, appropriate billing adjustments, based on the best information available, will be agreed upon by the Parties hereto. Any meter tested and found to be not more than two percent above or below normal will be considered to be correct and accurate insofar as correction of billing is concerned. If, as a result of any test, a meter is found to register in excess of two percent either above or below normal, then the reading of such meter previously taken will be corrected according to the percentage of inaccuracy so found, but no correction will extend beyond ninety days prior to the day on which inaccuracy is discovered by such test.

(f) The Transmission Provider will have the right to install suitable metering equipment at any Point(s) of Receipt or Delivery, as herein provided for the purpose of checking the meters installed by the Transmission Customer.

(g) The Transmission Customer will read the meters owned by it, except as may be mutually agreed, and will furnish to the Transmission Provider all meter readings and other information required for operations and for billing purposes. Such information will remain available to the Transmission Provider for 3 years.

(h) The Transmission Customer has entered into a Metering Services Agreement with the Transmission Provider for NCEMPA members participating in Virginia Electric and Power Company ("VEPCO Participants"). See Attachment A-1 for a list of the Transmission Customer's VEPCO Participant Delivery Points.

4.0 Control Area and Data Equipment

(a) Unless otherwise agreed, the Transmission Provider will be responsible for the installation, modification, operation, maintenance, repair and replacement of all data acquisition equipment, protection equipment, and any other associated equipment and software, which may be required by either Party for the Transmission Customer to operate in accordance with its choice under Section 1.0 of this NOA.

Such equipment shall conform to Good Utility Practice and, if the Transmission Customer is electrically located within the Transmission Provider's Control Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any such equipment by Transmission Customer or its agents, the Transmission Provider and the Transmission Customer shall review the equipment and software required by this Section to ensure conformance with such standards or practices.

(b) The selection of real time telemetry and data to be received by the Transmission Provider's Energy Control Center and the Transmission Customer shall be at the reasonable discretion of the Transmission Provider's Control Area, as deemed necessary for reliability, security, economics, and/or monitoring of system operations. This telemetry includes, but is not limited to, loads, line flows, voltages, generator output, and breaker status at any of the Transmission Customer's transmission facilities. To the extent telemetry is required that is not available, the Transmission Customer shall, at its own expense, install any metering equipment data acquisition equipment, or other equipment and software necessary for the telemetry to be received by the Transmission Provider's Energy Control Center.

The Transmission Customer has load located outside the Transmission Provider's Control Area. The Transmission Customer currently provides and shall continue to provide real time telemetry and data for this load to the Transmission Provider's Energy Control Center that is necessary for the provision of Network Integration Transmission Service.

(c) Each Party shall be responsible for implementing any computer modifications or changes required to its own computer system(s) as necessary to implement this Section.

5.0 Operating Requirements

(a) The Transmission Customer shall operate its generating resources inside the Transmission Provider's Control Area in a manner consistent with that of the Transmission Provider, including following voltage schedules, free governor response, meeting power factor requirements at the point of interconnection with the Transmission Provider's system, and other such criteria required by NERC and SERC, and consistently adhered to by the Transmission Provider.

(b) When load is being served by the Transmission Customer within the DEP control area, the Transmission Customer shall maintain a power factor of 100% to 90% lagging at each point of delivery determined on the basis of the 60-minute metered or computed reactive demand (kVar) for each hour of the month and the corresponding 60-minute metered or computed kilowatt demand for that hour.

In addition, the Transmission Customer shall maintain a power factor of 100% to 95% lagging at each point of delivery, determined on the basis of the 60-minute metered or computed kilowatt demand at the time of DEP's monthly transmission system peak and the corresponding 60-minute reactive demand (kVar) for that hour.

To the extent the Transmission Customer owns or operates reactive devices which would cause reactive power to flow onto the DEP system, DEP and the Customer will develop procedures governing the Customer's delivery of reactive power to the DEP system.

In the event that the Transmission Customer does not satisfy the power factor requirements outlined above, or the Parties cannot agree on the procedures governing the customer's delivery of reactive power, or the Parties cannot agree on the efforts to be undertaken by the Transmission Customer to satisfy the power factor requirements within an agreed upon period of time, DEP reserves the right to make a unilateral filing with FERC under Section 205 of the Federal Power Act seeking authorization to either (i) assess appropriate charges to the Transmission Customer for reactive power supplied to the Transmission Customer by DEP up to the level of minimum power factor requirement, or (ii) install power factor correction equipment sufficient to bring the Transmission Customer's power factor into compliance with the power factor requirements, and to assess the Transmission Customer the reasonable cost of such equipment.

(c) Insofar as practicable, the Transmission Provider and the Transmission Customer shall protect, operate, and maintain their respective systems so as to avoid or minimize the likelihood of disturbances which might cause impairment of service on the system(s) of the other. The Parties shall implement load shedding programs to maintain the reliability and integrity of the Transmission System, consistent with the standards of NERC and SERC, as provided in Sections 33.6 and 42.6 of the Tariff. Load shedding shall include: (1) automatic load shedding by under frequency relay or (2) manual load shedding. The Transmission Provider will implement load shedding to maintain the relative sizes of load served, unless otherwise required by circumstances beyond the control of the Transmission Provider or the Transmission Customer. Automatic load shedding devices will operate without notice. When manual load shedding is necessary, the Transmission Provider shall notify the Transmission Customer's dispatchers or

schedulers of the required action and the Transmission Customer shall comply within ten minutes.

(d) The Transmission Customer shall, at its own expense, provide, operate, and maintain in service high-speed, digital under frequency load shedding equipment. For load served in or from the DEP Zone, the Transmission Customer will install under frequency relays to disconnect automatically its Network Load in a manner consistent with that followed by the Transmission Provider.

The installation of under frequency relays to accomplish any load shedding in addition to that already installed shall be completed on a schedule agreed to by the Network Operating Committee. The Network Operating Committee may review the amount of load that would be disconnected automatically, and make such adjustments and changes as necessary.

(e) In the event the Transmission Provider modifies the load shedding system, the Transmission Customer shall, at its expense, make changes to its equipment and the settings of such equipment, as required. The Transmission Customer shall test and inspect the load shedding equipment within ninety (90) days of taking Network Integration Transmission Service or Network Contract Demand Transmission Service under the Tariff and thereafter in accordance with Good Utility Practice, and provide a written report to the Transmission Provider. The Transmission Provider may request a test of the load shedding equipment with reasonable notice.

(f) The Transmission Customer shall ensure that all Network Resources meet the Transmission Provider's requirements for parallel operation of non-utility generation.

The Transmission Customer shall not permit any generating unit greater than 5 MW to be operated in parallel either continuously or momentarily with the Transmission Provider's system without the written approval of the Transmission Provider's Network Operating Committee representative.

For the Transmission Customer owned generation greater than 5 MW operated in parallel with the Transmission Provider's system without prior written approval, the Transmission Provider may take any and all appropriate action necessary to prevent the parallel operation of such generation. These actions may include, but are not limited to, ensuring reliability and safety of the Transmission Provider's system by whatever means necessary.

(g) Parallel Operation or Transfers of Load Between Points of Connection

(1) Planning

The Transmission Customer shall not permit any Point of Delivery to be operated in parallel with another Point of Delivery, or transfer load between Points of Delivery, unless the Transmission Provider has first approved the arrangement. The Transmission Provider shall grant such approval unless the reliability of its system and its ability to measure energy at any Point of Delivery would be adversely affected by such operation in parallel or load transfer. Any and all switching shall be done with the prior consent of the Transmission Provider Energy Control Center System Operator.

(2) Operations

The Transmission Customer will be permitted to parallel Points of Delivery or to transfer loads for purposes of emergencies, maintenance, construction, or restoration of service with the prior consent of the Transmission Provider Energy Control Center System Operator.

6.0 Operational Information

The Transmission Customer shall provide data needed for the safe and reliable operation of the Transmission Customer's and the Transmission Provider's Control Area and to implement the provisions of the Tariff. The Transmission Provider will treat this information as confidential and will not divulge it to its marketing personnel.

(a) The Transmission Customer served from the DEP Zone shall provide by September 1st of each year the Customer's Network Resource availability forecast (e.g., all planned resource outages, including off-line and on-line dates) for the following year. Such forecast shall be made in accordance with Good Utility Practice. The Transmission Customer shall inform the Transmission Provider, in a timely manner, of any changes to the Transmission Customer's Network Resource availability forecast. In the event that the Transmission Provider determines that such forecast cannot be accommodated due to a transmission constraint on its Transmission System, and such constraint may jeopardize the security of its Transmission System or adversely affect the economic operation of either the Transmission Provider or the Transmission Customer, the provisions of Sections 33.2 and 42.2 of the Tariff will be implemented.

(b) The Transmission Customer served from the DEP Zone shall provide at least 14 calendar days advance notice of the Transmission Customer's best forecast of any planned transmission or Network Resource outage(s) and other operating information that the Transmission Provider deems appropriate. In the event that such planned outages cannot be accommodated due to a transmission constraint on the Transmission Provider's Transmission System, the provisions of Sections 33.2 and 42.2 of the Tariff will be implemented.

(c) The Transmission Provider and the Transmission Customer shall notify and coordinate with as much advance notice as reasonably possible with the other Party prior to the beginning of any work by the other Party (or contractors or agents performing on their behalf), which may directly or indirectly have adverse effects on the reliability and security of the other Party's system.

(d) The Transmission Customer is responsible for replacing Real Power Losses associated with all transmission service in accordance with Sections 28.5 and 36.11 of the Tariff. The Transmission Customer must identify the party responsible for supplying Real Power Losses before the transaction takes place.

7.0 Network Planning

In order for the Transmission Provider to plan, on an ongoing basis, to meet the Transmission Customer's requirements for Network Integration Service, the Transmission Customer served from the DEP Zone shall provide, by January 1st of each year, updated

information (current year and 15-year projections) for Network Loads and Network Resources, as well as any other information reasonably necessary to plan for Network Integration Service. This type of information is consistent with the Transmission Provider's information requirements for planning to serve its Native Load Customers. The data will be provided in a format consistent with that used by the Transmission Provider.

8.0 Character of Service

Power and energy delivered under the Service Agreement and this NOA shall be delivered as three-phase alternating current at a nominal frequency of sixty (60) Hertz, and at the nominal voltages at the delivery and receipt points.

9.0 Transfer of Power and Energy Through Other Systems

Since the Transmission Provider's Transmission System is, and will be, directly and indirectly connected with other electric systems, it is recognized that, because of the physical and electrical characteristics of the facilities involved, power delivered under the Service Agreement and this NOA may flow through such other systems. The Parties agree to advise other electric systems as deemed appropriate of such scheduled transfers and to attempt to maintain good relationships with affected third parties. If the Transmission Provider is charged by another electrical system for loop flow charges, then the Transmission Provider may seek recovery of these charges from the Transmission Customer based on his cost responsibility pursuant to § 205 of the Federal Power Act.

10.0 Notice

If any Notice or request made to or by either Party regarding this NOA shall be made to the representative of the other Party as indicated in the Network Service Agreement.

11.0 Incorporation

The Tariff and the Service Agreement, as may be amended from time to time, are incorporated herein and made a part hereof.

12.0 Term

The term of this NOA shall be concurrent with the term of the Service Agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this NOA to be executed by their respective authorized officials.

Transmission Provider:

By: _____ _____

Name: J. Samuel Holeman, III Date

Title: Vice President, Transmission System Planning & Operations
Duke Energy Progress, LLC

Transmission Customer:

By: _____ 10/31/19

Name: Matthew E. Schull Date

Title: Chief Operating Officer, NCEMPA
ElectriCities of North Carolina, Inc.

IN WITNESS WHEREOF, the Parties have caused this NOA to be executed by their respective authorized officials.

Transmission Provider:

By: _____ 10/29/2019

Name: J. Samuel Holeman, III Date

Title: Vice President, Transmission System Planning & Operations
Duke Energy Progress, LLC

Transmission Customer:

By: _____ _____

Name: Matthew E. Schull Date

Title: Chief Operating Officer, NCEMPA
ElectriCities of North Carolina, Inc.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 28, 2023

Item Details

Presenter(s): Adam Stephenson, Transportation Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to award construction contract with Pacos Construction Company, Inc for Bridge Preservation maintenance to seven (7) locations (listed below) and to authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The project will address all primary action items identified in the 2022 biennial bridge inspections administered by the NC Department of Transportation (NCDOT). Sealed bids for construction and furnishing of all materials were received and opened on Monday, October 23, 2023. Funding for the project is provided by the department operating budget. It is the recommendation of staff that the contract be awarded for primary bid items to Pacos Construction Company, Inc. as the lowest responsive bidder.

Bid Summary:

	Engineer's Estimate	Pacos Construction Co.	Astron Construction
Subtotal, **Primary**:	$298,494.00	**$349,795.00**	$625,125.00
Subtotal, Alternate:	$586,333.25	$911,485.00	$659,800.00
Total, Primary + Alternate:	$884,827.25	$1,261,280.00	$1,284,925.00

Bridge Locations:

Structure #	Facility Carried	Feature Intersected	Latitude	Longitude
911211	CREEKSIDE LANDING DR	US64	35.7474	-78.8852
911318	BEAVER CREEK COMMONS DR	BEAVER CREEK	35.7472	-78.8790
911344	APEX PEAKWAY	CSX RAILROAD	35.7406	-78.8445
911572	MARCO DR	MIDDLE CREEK TRIBUTARY	35.7178	-78.8403
911638	HASSE AVE	REEDY BRANCH	35.7346	-78.9172
911640	RANGE OVERLOOK CRSG	CLARK BRANCH	35.7690	-78.9068
911641	RICHARDSON ROAD	REEDY BRANCH	35.7312	-78.9251

Attachments

- CN2-A1: Bid Tabulation - Construction Contract Award - Pacos Construction Company, Inc - Bridge Preservation – Various Locations
- CN2-A2: Construction Contract - Construction Contract Award - Pacos Construction Company, Inc - Bridge Preservation – Various Locations
- CN2-A3: Bridge Plans - Construction Contract Award - Pacos Construction Company, Inc - Bridge Preservation – Various Locations

Item No:	Section No	Bridge No. / Unit	910655 S-01 Quantity	Unit Price	Extended	910656 S-02 Quantity	Unit Price	Extended
Primary								
1	800	LS						
2	1101	LS						
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF						
7	SP	LF						
8	SP	CF						
9	SP	SF						
				Total:			Total:	
Alternate								
1	800	LS	1	$ 6,500.00	$ 6,500.00	1	$ 6,500.00	$ 6,500.00
2	1101	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,000.00	$ 5,000.00
3	876	TN						
4	SP	SY						
5	SP	CF	4	$ 2,500.00	$ 10,000.00			
6	SP	LF	225	$ 300.00	$ 67,500.00	265	$ 300.00	$ 79,500.00
7	SP	LF				15	$ 350.00	$ 5,250.00
8	SP	LF						
9	SP	LF	100	$ 325.00	$ 32,500.00	80	$ 300.00	$ 24,000.00
				Total:	$ 121,500.00		Total:	$ 120,250.00
				Primary + Alternate:	$ 121,500.00		Primary + Alternate:	$ 120,250.00

Bid Submitted By:

Pacos Construction Co.

Item No:	Section No	Bridge No.	910657	Unit Price	Extended	911211	Unit Price	Extended
			S-03			S-04		
		Unit	Quantity			Quantity		
Primary								
1	800	LS				1	$ 6,500.00	$ 6,500.00
2	1101	LS				1	$ 6,500.00	$ 6,500.00
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF				59	$ 225.00	$ 13,275.00
7	SP	LF						
8	SP	CF				14	$ 1,300.00	$ 18,200.00
9	SP	SF				56	$ 110.00	$ 6,160.00
				Total:			Total:	$ 50,635.00
Alternate								
1	800	LS	1	$ 6,500.00	$ 6,500.00	1	$ 1,000.00	$ 1,000.00
2	1101	LS	1	$ 7,000.00	$ 7,000.00	1	$ 1,000.00	$ 1,000.00
3	876	TN						
4	SP	SY						
5	SP	CF	1	$ 2,500.00	$ 2,500.00			
6	SP	LF	303	$ 325.00	$ 98,475.00			
7	SP	LF	15	$ 350.00	$ 5,250.00			
8	SP	LF				2	$ 200.00	$ 400.00
9	SP	LF	80	$ 325.00	$ 26,000.00			
				Total:	$ 145,725.00		Total:	$ 2,400.00
				Primary + Alternate:	$ 145,725.00		Primary + Alternate:	$ 53,035.00

Bid Submitted By:

Pacos Construction Co.

Item No:	Section No	Bridge No.	911318 S-05	Unit Price	Extended	911319 S-06	Unit Price	Extended
		Unit	Quantity			Quantity		
Primary								
1	800	LS	1	$ 6,500.00	$ 6,500.00			
2	1101	LS	1	$ 6,500.00	$ 6,500.00			
3	876	TN	-		$ -			
4	SP	LF	148	$ 300.00	$ 44,400.00			
5	SP	CF						
6	SP	LF						
7	SP	LF	100	$ 350.00	$ 35,000.00			
8	SP	CF						
9	SP	SF						
				Total:	$ 92,400.00		Total:	
Alternate								
1	800	LS	1	$ 2,500.00	$ 2,500.00	1	$ 4,500.00	$ 4,500.00
2	1101	LS	1	$ 1,500.00	$ 1,500.00	1	$ 3,500.00	$ 3,500.00
3	876	TN				20	$ 275.00	$ 5,500.00
4	SP	SY						
5	SP	CF	0.5	$ 3,500.00	$ 1,750.00	0.5	$ 3,500.00	$ 1,750.00
6	SP	LF				77	$ 300.00	$ 23,100.00
7	SP	LF						
8	SP	LF						
9	SP	LF				30	$ 350.00	$ 10,500.00
				Total:	$ 5,750.00		Total:	$ 48,850.00
				Primary + Alternate:	$ 98,150.00		Primary + Alternate:	$ 48,850.00

Bid Submitted By:

Pacos Construction Co.

Item No:	Section No	Bridge No. / Unit	911320 S-07 Quantity	Unit Price	Extended	911344 S-08 Quantity	Unit Price	Extended
Primary								
1	800	LS				1	$ 6,500.00	$ 6,500.00
2	1101	LS				1	$ 6,500.00	$ 6,500.00
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF				59	$ 225.00	$ 13,275.00
7	SP	LF						
8	SP	CF				14	$ 1,300.00	$ 18,200.00
9	SP	SF				56	$ 110.00	$ 6,160.00
				Total:			Total:	$ 50,635.00
Alternate								
1	800	LS	1	$ 4,000.00	$ 4,000.00	1	$ 2,000.00	$ 2,000.00
2	1101	LS	1	$ 3,500.00	$ 3,500.00	1	$ 1,500.00	$ 1,500.00
3	876	TN						
4	SP	SY						
5	SP	CF						
6	SP	LF	300	$ 350.00	$ 105,000.00			
7	SP	LF						
8	SP	LF				9	$ 300.00	$ 2,700.00
9	SP	LF	60	$ 400.00	$ 24,000.00			
				Total:	$ 136,500.00		Total:	$ 6,200.00
				Primary + Alternate:	$ 136,500.00		Primary + Alternate:	$ 56,835.00

Bid Submitted By:
Pacos Construction Co.

Item No:	Section No	Bridge No.	911477	Unit Price	Extended	911569	Unit Price	Extended
			S-09			S-13		
		Unit	Quantity			Quantity		
Primary								
1	800	LS						
2	1101	LS						
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF						
7	SP	LF						
8	SP	CF						
9	SP	SF						
				Total:			Total:	
Alternate								
1	800	LS	1	$ 6,000.00	$ 6,000.00	1	$ 6,000.00	$ 6,000.00
2	1101	LS	1	$ 6,500.00	$ 6,500.00	1	$ 6,500.00	$ 6,500.00
3	876	TN						
4	SP	SY	80	$ 50.00	$ 4,000.00			
5	SP	CF						
6	SP	LF						
7	SP	LF						
8	SP	LF						
9	SP	LF	200	$ 150.00	$ 30,000.00	200	$ 150.00	$ 30,000.00
				Total:	$ 46,500.00		Total:	$ 42,500.00
				Primary + Alternate:	$ 46,500.00		Primary + Alternate:	$ 42,500.00

Bid Submitted By:

Pacos Construction Co.

Item No:	Section No	Bridge No.	911572	Unit Price	Extended	911638	Unit Price	Extended
			S-14			S-15		
		Unit	Quantity			Quantity		
Primary								
1	800	LS	1	$ 3,500.00	$ 3,500.00	1	$ 2,500.00	$ 2,500.00
2	1101	LS	1	$ 6,000.00	$ 6,000.00	1	$ 4,500.00	$ 4,500.00
3	876	TN				35	$ 200.00	$ 7,000.00
4	SP	LF	180	$ 350.00	$ 63,000.00			
5	SP	CF						
6	SP	LF						
7	SP	LF	100	$ 300.00	$ 30,000.00			
8	SP	CF						
9	SP	SF						
				Total:	$ 102,500.00		Total:	$ 14,000.00
Alternate								
1	800	LS				1	$ 8,000.00	$ 8,000.00
2	1101	LS				1	$ 10,960.00	$ 10,960.00
3	876	TN						
4	SP	SY						
5	SP	CF						
6	SP	LF				67	$ 300.00	$ 20,100.00
7	SP	LF						
8	SP	LF						
9	SP	LF				60	$ 325.00	$ 19,500.00
				Total:			Total:	$ 58,560.00
				Primary + Alternate:	$ 102,500.00		Primary + Alternate:	$ 72,560.00

Bid Submitted By:

Pacos Construction Co.

Item No:	Section No	Bridge No. / Unit	911640 S-17 Quantity	Unit Price	Extended	911641 S-18 Quantity	Unit Price	Extended	
Primary									
1	800	LS	1	$ 1,500.00	$ 1,500.00	1	$ 2,000.00	$ 2,000.00	
2	1101	LS	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00	$ 2,500.00	
3	876	TN	35	$ 175.00	$ 6,125.00	30	$ 250.00	$ 7,500.00	
4	SP	LF							
5	SP	CF				7	$ 2,500.00	$ 17,500.00	
6	SP	LF							
7	SP	LF							
8	SP	CF							
9	SP	SF							
				Total:	$ 10,125.00		Total:	$ 29,500.00	Total, Primary: $ 349,795.00
Alternate									
1	800	LS	1	$ 10,000.00	$ 10,000.00	1	$ 6,000.00	$ 6,000.00	
2	1101	LS	1	$ 11,000.00	$ 11,000.00	1	$ 6,500.00	$ 6,500.00	
3	876	TN							
4	SP	SY							
5	SP	CF							
6	SP	LF	210	$ 325.00	$ 68,250.00	130	$ 300.00	$ 39,000.00	
7	SP	LF							
8	SP	LF							
9	SP	LF	60	$ 300.00	$ 18,000.00	60	$ 300.00	$ 18,000.00	
				Total:	$ 107,250.00		Total:	$ 69,500.00	Total, Alternate: $ 911,485.00
				Primary + Alternate:	$ 117,375.00		Primary + Alternate:	$ 99,000.00	Total, Primary + Alternate: $ 1,261,280.00

Bid Submitted By:

Pacos Construction Co.

Item No:	Section No	Bridge No.	910655	Unit Price	Extended	910656	Unit Price	Extended
			S-01			S-02		
		Unit	Quantity			Quantity		
Primary								
1	800	LS						
2	1101	LS						
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF						
7	SP	LF						
8	SP	CF						
9	SP	SF						
				Total:			Total:	
Alternate								
1	800	LS	1	$ 8,000.00	$ 8,000.00	1	$ 8,000.00	$ 8,000.00
2	1101	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,000.00	$ 5,000.00
3	876	TN						
4	SP	SY						
5	SP	CF	4	$ 1,300.00	$ 5,200.00			
6	SP	LF	225	$ 300.00	$ 67,500.00	265	$ 150.00	$ 39,750.00
7	SP	LF				15	$ 275.00	$ 4,125.00
8	SP	LF						
9	SP	LF	100	$ 300.00	$ 30,000.00	80	$ 150.00	$ 12,000.00
				Total:	$ 115,700.00		Total:	$ 68,875.00
				Primary + Alternate:	$ 115,700.00		Primary + Alternate:	$ 68,875.00

Bid Submitted By:
Astron General Contracting Co.

Item No:	Section No	Bridge No.	910657	Unit Price	Extended	911211	Unit Price	Extended
			S-03			S-04		
		Unit	Quantity			Quantity		
Primary								
1	800	LS				1	$ 20,000.00	$ 20,000.00
2	1101	LS				1	$ 30,000.00	$ 30,000.00
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF				59	$ 275.00	$ 16,225.00
7	SP	LF						
8	SP	CF				14	$ 450.00	$ 6,300.00
9	SP	SF				56	$ 225.00	$ 12,600.00
				Total:			Total:	$ 85,125.00
Alternate								
1	800	LS	1	$ 8,000.00	$ 8,000.00	1	$ 2,000.00	$ 2,000.00
2	1101	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,000.00	$ 5,000.00
3	876	TN						
4	SP	SY						
5	SP	CF	1	$ 2,200.00	$ 2,200.00			
6	SP	LF	303	$ 150.00	$ 45,450.00			
7	SP	LF	15	$ 275.00	$ 4,125.00			
8	SP	LF				2	$ 3,800.00	$ 7,600.00
9	SP	LF	80	$ 150.00	$ 12,000.00			
				Total:	$ 76,775.00		Total:	$ 14,600.00
				Primary + Alternate:	$ 76,775.00		Primary + Alternate:	$ 99,725.00

Bid Submitted By:
Astron General Contracting Co.

Item No:	Section No	Bridge No.	911318 S-05	Unit Price	Extended	911319 S-06	Unit Price	Extended
		Unit	Quantity			Quantity		
Primary								
1	800	LS	1	$ 20,000.00	$ 20,000.00			
2	1101	LS	1	$ 20,000.00	$ 20,000.00			
3	876	TN	-		$ -			
4	SP	LF	148	$ 300.00	$ 44,400.00			
5	SP	CF						
6	SP	LF						
7	SP	LF	100	$ 300.00	$ 30,000.00			
8	SP	CF						
9	SP	SF						
				Total:	$ 114,400.00		Total:	
Alternate								
1	800	LS	1	$ 2,000.00	$ 2,000.00	1	$ 8,000.00	$ 8,000.00
2	1101	LS	1	$ 2,000.00	$ 2,000.00	1	$ 5,000.00	$ 5,000.00
3	876	TN				20	$ 550.00	$ 11,000.00
4	SP	SY						
5	SP	CF	0.5	$ 4,000.00	$ 2,000.00	0.5	$ 4,000.00	$ 2,000.00
6	SP	LF				77	$ 150.00	$ 11,550.00
7	SP	LF						
8	SP	LF						
9	SP	LF				30	$ 150.00	$ 4,500.00
				Total:	$ 6,000.00		Total:	$ 42,050.00
				Primary + Alternate:	$ 120,400.00		Primary + Alternate:	$ 42,050.00

Bid Submitted By:
Astron General Contracting Co.

Item No:	Section No	Bridge No.	911320 S-07	Unit Price	Extended	911344 S-08	Unit Price	Extended
		Unit	Quantity			Quantity		
Primary								
1	800	LS				1	$ 22,000.00	$ 22,000.00
2	1101	LS				1	$ 30,000.00	$ 30,000.00
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF				59	$ 300.00	$ 17,700.00
7	SP	LF						
8	SP	CF				14	$ 500.00	$ 7,000.00
9	SP	SF				56	$ 275.00	$ 15,400.00
				Total:			Total:	$ 92,100.00
Alternate								
1	800	LS	1	$ 8,000.00	$ 8,000.00	1	$ 2,000.00	$ 2,000.00
2	1101	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,000.00	$ 5,000.00
3	876	TN						
4	SP	SY						
5	SP	CF						
6	SP	LF	300	$ 150.00	$ 45,000.00			
7	SP	LF						
8	SP	LF				9	$ 2,500.00	$ 22,500.00
9	SP	LF	60	$ 150.00	$ 9,000.00			
				Total:	$ 67,000.00		Total:	$ 29,500.00
				Primary + Alternate:	$ 67,000.00		Primary + Alternate:	$ 121,600.00

Bid Submitted By:
Astron General Contracting Co.

Item No:	Section No	Bridge No.	911477	Unit Price	Extended	911569	Unit Price	Extended
			S-09			S-13		
		Unit	Quantity			Quantity		
Primary								
1	800	LS						
2	1101	LS						
3	876	TN						
4	SP	LF						
5	SP	CF						
6	SP	LF						
7	SP	LF						
8	SP	CF						
9	SP	SF						
				Total:			Total:	
Alternate								
1	800	LS	1	$ 8,000.00	$ 8,000.00	1	$ 8,000.00	$ 8,000.00
2	1101	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,000.00	$ 5,000.00
3	876	TN						
4	SP	SY	80	$ 90.00	$ 7,200.00			
5	SP	CF						
6	SP	LF						
7	SP	LF						
8	SP	LF						
9	SP	LF	200	$ 150.00	$ 30,000.00	200	$ 150.00	$ 30,000.00
				Total:	$ 50,200.00		Total:	$ 43,000.00
				Primary + Alternate:	$ 50,200.00		Primary + Alternate:	$ 43,000.00

Bid Submitted By:
Astron General Contracting Co.

Item No:	Section No	Bridge No.	911572	Unit Price	Extended	911638	Unit Price	Extended
			S-14			S-15		
		Unit	Quantity			Quantity		
Primary								
1	800	LS	1	$ 20,000.00	$ 20,000.00	1	$ 20,000.00	$ 20,000.00
2	1101	LS	1	$ 20,000.00	$ 20,000.00	1	$ 20,000.00	$ 20,000.00
3	876	TN				35	$ 650.00	$ 22,750.00
4	SP	LF	180	$ 300.00	$ 54,000.00			
5	SP	CF						
6	SP	LF						
7	SP	LF	100	$ 300.00	$ 30,000.00			
8	SP	CF						
9	SP	SF						
				Total:	$ 124,000.00		Total:	$ 62,750.00
Alternate								
1	800	LS				1	$ 8,000.00	$ 8,000.00
2	1101	LS				1	$ 5,000.00	$ 5,000.00
3	876	TN						
4	SP	SY						
5	SP	CF						
6	SP	LF				67	$ 300.00	$ 20,100.00
7	SP	LF						
8	SP	LF						
9	SP	LF				60	$ 300.00	$ 18,000.00
				Total:			Total:	$ 51,100.00
				Primary + Alternate:	$ 124,000.00		Primary + Alternate:	$ 113,850.00

Bid Submitted By:
Astron General Contracting Co.

Item No:	Section No	Bridge No. / Unit	911640 S-17 Quantity	Unit Price	Extended	911641 S-18 Quantity	Unit Price	Extended	
Primary									
1	800	LS	1	$ 20,000.00	$ 20,000.00	1	$ 20,000.00	$ 20,000.00	
2	1101	LS	1	$ 20,000.00	$ 20,000.00	1	$ 20,000.00	$ 20,000.00	
3	876	TN	35	$ 650.00	$ 22,750.00	30	$ 650.00	$ 19,500.00	
4	SP	LF							
5	SP	CF				7	$ 3,500.00	$ 24,500.00	
6	SP	LF							
7	SP	LF							
8	SP	CF							
9	SP	SF							
				Total:	$ 62,750.00		Total:	$ 84,000.00	Total, Primary: $ 625,125.00
Alternate									
1	800	LS	1	$ 8,000.00	$ 8,000.00	1	$ 8,000.00	$ 8,000.00	
2	1101	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,000.00	$ 5,000.00	
3	876	TN							
4	SP	SY							
5	SP	CF							
6	SP	LF	210	$ 150.00	$ 31,500.00	130	$ 150.00	$ 19,500.00	
7	SP	LF							
8	SP	LF							
9	SP	LF	60	$ 150.00	$ 9,000.00	60	$ 150.00	$ 9,000.00	
				Total:	$ 53,500.00		Total:	$ 41,500.00	Total, Alternate: $ 659,800.00
				Primary + Alternate:	$ 116,250.00		Primary + Alternate:	$ 125,500.00	Total, Primary + Alternate: $ 1,284,925.00

Bid Submitted By:
Astron General Contracting Co.

STATE OF NORTH CAROLINA **PURCHASE ORDER #**
COUNTY OF WAKE **AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between, Pacos Construction Company, Inc., a North Carolina Corporation with its principal business offices located at 5004 Hanna Lane, Fuquay - Varina, NC 27526 (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:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.
The Contractor shall furnish all labor, material, and equipment necessary to perform and complete the work as identified in the attached "TID-23-02 BRIDGE PRESERVATION" at the locations and to the specifications outlined in the "Contract Documents." The Contract Documents include this Agreement and those documents identified in Sections 2 and 32 of this Agreement. In the event of a conflict between any of the Contract Documents and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.
Contractor shall perform the services in accordance with the Contract Documents specified below which are hereby incorporated into this Agreement:

1. Plan sheets
2. Town of Apex Standard Specifications and Standard Details
3. NCDOT 2018 Standard Specifications for Roads and Structures
4. NCDOT 2018 Roadway Standard Drawings
5. US DOT Manual on Uniform Traffic Control Devices, including any NC Supplement

3. TIME OF COMMENCEMENT AND COMPLETION.
Contractor shall commence and complete the work required in this Agreement in accordance with the CONTRACT TIME AND LIQUIDATED DAMAGES provision in the Project Manual. If Contractor has not satisfactorily performed 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. In the alternate, the Town in its sole discretion may for each calendar day past this contract time receive the amount listed in the aforementioned provision as liquidated damages. Any changes to the schedule(s) provided in this Agreement or the Specifications 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 based on the price and quantities reflected on the "TID-23-02 BRIDGE PRESERVATION Bid Tabulation" for **Primary items only** as those numbers pertain to the Pacos Construction Company, Inc. bid. The total bid, which is not to be exceeded, is in the amount of $349,795.00. Contractor shall submit a monthly invoice for partial payments based on the components that have been completed.

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 invoice unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. CHANGE ORDERS.

No changes in work may proceed unless a Change Order is approved by the Town. In the event a change in work is requested, Contractor shall provide a complete breakdown of all labor and material costs with the Change Order request. The breakdown shall include the Contractor's allowance for overhead and profit not to exceed 10% of the net cost of the change with work provided directly by the Contractor. All Change Order approvals shall be in writing.

6. 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.

7. 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 Agreement and the Contract Documents. This Agreement shall be governed by the laws of the State of North Carolina.

8. 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).

9. 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.

10. 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.

11. 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 shall be provided to the Town prior to the start of the work contemplated by this Agreement and are considered part of this Agreement. 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.

12. PRE-PROJECT SAFETY REVIEW MEETING.

When specified by the Safety and Risk Manager, 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.

13. 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.

14. 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.

15. 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:	TO TOWN:
Pacos Construction Company, Inc.	Town of Apex
Attn: Jim Pacos	Attn: Adam Stephenson
5004 Hanna Lane	PO Box 250
Fuquay Varina, NC 27526	Apex, NC 27502
pacosconstinc@gmail.com	adam.stephenson@apexnc.org

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. BINDING EFFECT.

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

24. 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.

25. 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.

26. 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.

27. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60

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.

28. 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.

29. 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.

30. CONTRACTOR'S WARRANTIES

The Contractor hereby warrants and represents that it will be responsible for the maintenance and correction of any work completed pursuant to this Agreement that is defective at construction or may become defective due to negligence or faulty workmanship or materials for a period of one (1) year after final acceptance by the Town of the work performed.

31. BOND REQUIREMENTS

Contractor agrees to provide the Town of Apex with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the Agreement. All bonds shall be in accordance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure to provide acceptable bonds shall be just cause for rescinding the award of the Agreement and forfeiture of the bid bond or bid deposit.

32. INCORPORATION OF DOCUMENTS

The following are included in the Contract Documents and are hereby incorporated by reference into this Agreement as if fully set forth herein:

A. Bid Advertisement
B. Bid Form
C. Bid Form Submission
D. Notice of Award
E. Notice to Proceed
F. Special Provisions/Specifications
G. Plan Sheets/Maps
H. Addenda
I. Certificate of Insurance

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

Contractor

Name:_____
Name of Contractor (type or print)

By:_____
(Signature)

Print Name: _____

Title:_____

Attest:

_____
(Secretary, if a corporation)

Town of Apex

_____
Shawn Purvis, Interim Town Manager

Attest:

_____
Allen L. Coleman, Town Clerk

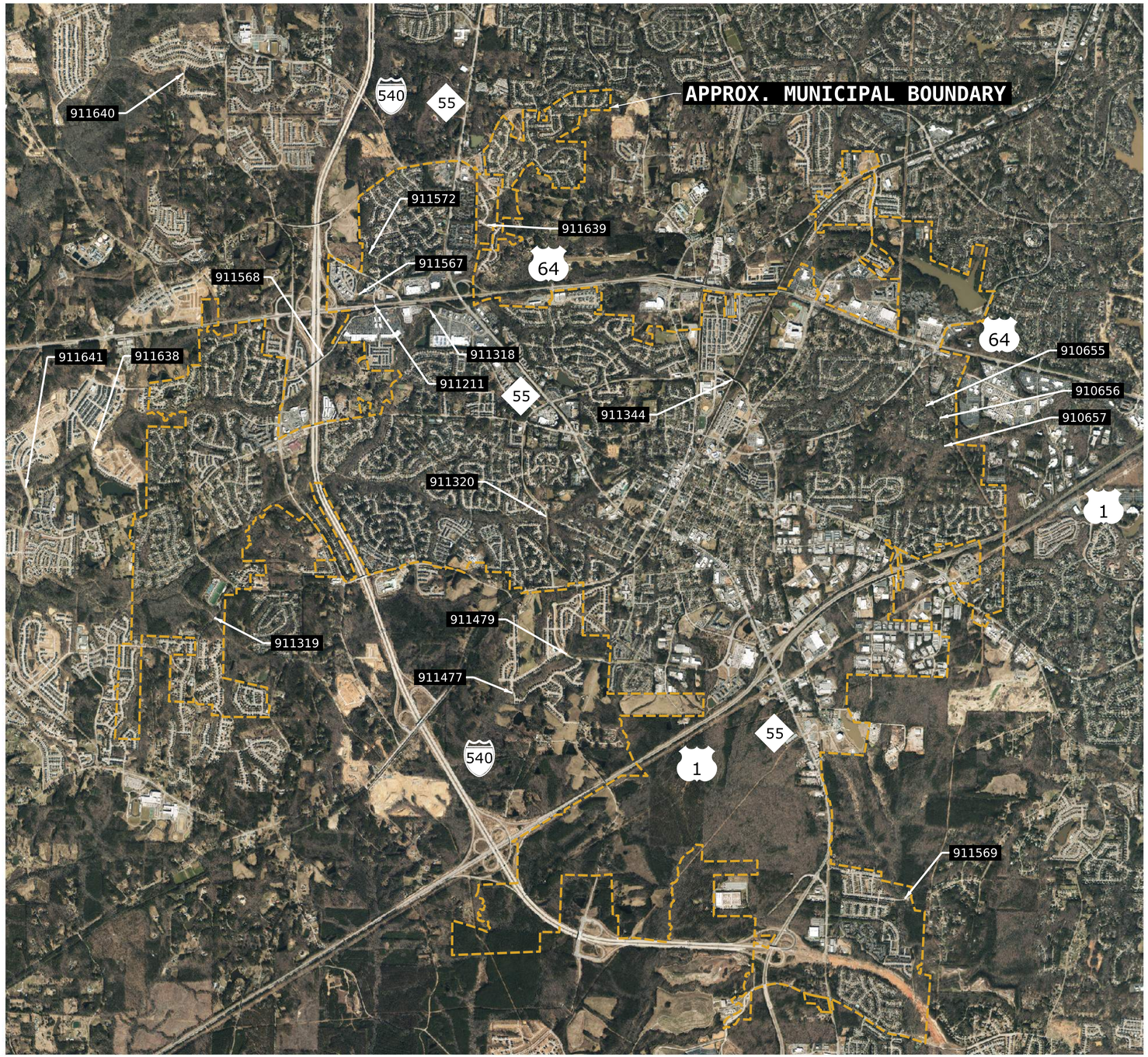
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Antwan Morrison, Finance Director

NOTES:

1. SEE GENERAL NOTES
2. GOVERNING STANDARDS:
   2018 NCDOT STANDARD SPECIFICATIONS
   PROJECT SPECIAL PROVISIONS

TOWN OF APEX



INDEX OF SHEETS:

1	TITLE SHEET
S1	BILL OF MATERIAL
S2	GENERAL NOTES
S1-1	GENERAL DRAWING 910655
S2-1	GENERAL DRAWING 910656
S3-1	GENERAL DRAWING 910657
S4-1	GENERAL DRAWING 911211
S4-2	JOINT DETAILS 911211
S5-1	GENERAL DRAWING 911318
S6-1	GENERAL DRAWING 911319
S7-1	GENERAL DRAWING 911320
S8-1	GENERAL DRAWING 911344
S8-2	JOINT DETAILS 911344
S9-1	GENERAL DRAWING 910477
S10-1	GENERAL DRAWING 911479
S11-1	GENERAL DRAWING 911567
S12-1	GENERAL DRAWING 911568
S13-1	GENERAL DRAWING 911569
S14-1	GENERAL DRAWING 911572
S15-1	GENERAL DRAWING 911638
S16-1	GENERAL DRAWING 911639
S17-1	GENERAL DRAWING 911640
S18-1	GENERAL DRAWING 911641
S3	CONCRETE RESTORATION DETAILS
S4	SCOUR REMEDIATION DETAILS
S5	2-BAR METAL RAIL REPAIRS (1 OF 2)
S6	2-BAR METAL RAIL REPAIRS (2 OF 2) STANDARD NOTES

STRUCTURES:

NUMBER	LATITUDE	LONGITUDE
910655	35°44'17.53"	78°49'21.06"
910656	35°44'13.93"	78°49'15.21"
910657	35°44'04.59"	78°49'13.94"
911211	35°44'50.79"	78°53'06.56"
911318	35°44'49.76"	78°52'44.25"
911319	35°43'07.44"	78°54'11.87"
911320	35°43'41.07"	78°51'56.40"
911344	35°44'26.16"	78°50'40.20"
911477	35°42'41.79"	78°52'10.27"
911479	35°42'54.16"	78°51'47.03"
911567	35°44'54.96"	78°53'12.48"
911568	35°44'35.52"	78°53'25.08"
911569	35°41'33.00"	78°49'30.72"
911572	35°45'08.31"	78°53'09.00"
911638	35°44'05.30"	78°55'02.30"
911639	35°45'17.20"	78°52'19.10"
911640	35°46'08.80"	78°54'24.60"
911641	35°43'52.30"	78°55'30.30"

APEX
NORTH CAROLINA

PREPARED IN THE OFFICE OF:
KISINGER CAMPO AND ASSOCAITES
301 FAYETTEVILLE ST., SUITE 1500
RALEIGH, NC 27601
LICENSE #: C-1506

KCA
KISINGER CAMPO
& ASSOCIATES

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 043777 JACOB H DUKE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

JACOB H. DUKE, P.E., CBI
PROJECT ENGINEER

ALLEN J. MCSWAIN
PROJECT DESIGN ENGINEER

JASON M. DEBONE
PROJECT DESIGN ENGINEER

		PRIMARY BID ITEMS							ALTERNATE BID ITEMS						
Item No:		3642000000-E	8867000000-E	8660000000-E	8867000000-E	8867000000-E	8867000000-E	8892000000-E	3642000000-E	6038000000-E	8660000000-E	8867000000-E	8678000000-E	8867000000-E	8867000000-E
Section No		876	SP	SP	SP	SP	SP	SP	876	SP	SP	SP	SP	SP	SP
Description		RIP RAP, CLASS A	CULVERT DESILTING AND DEBRIS REMOVAL	CONCRETE REPAIRS	FOAM JOINT SEALS FOR PRESERVATION	CHANNEL DESILTING AND DEBRIS REMOVAL	ELASTOMERIC CONCRETE FOR PRESERVATION	BRIDGE JOINT DEMOLITION	RIP RAP, CLASS A	PERMANENT SOIL REINFORCEMENT MAT	CONCRETE REPAIRS	CULVERT DESILTING AND DEBRIS REMOVAL	EPOXY RESIN INJECTION	2-BAR METAL RAIL REPAIRS	CHANNEL DESILTING AND DEBRIS REMOVAL
Bridge No.		TON	LIN. FT.	CU. FT.	LIN. FT.	LIN. FT.	CU. FT.	SQ. FT.	TON	SQ. YD.	CU. FT.	LIN. FT.	LIN. FT.	LIN. FT.	LIN. FT.
910655	S-01	-	-	-	-	-	-	-	-	-	4.0	225	-	-	100
910656	S-02	-	-	-	-	-	-	-	-	-	-	265	15	-	80
910657	S-03	-	-	-	-	-	-	-	-	-	1.0	303	15	-	80
911211	S-04	-	-	-	59	-	14	56	-	-	-	-	-	2	-
911318	S-05	-	148	-	-	100	-	-	-	-	0.5	-	-	-	-
911319	S-06	-	-	-	-	-	-	-	20	-	0.5	77	-	-	30
911320	S-07	-	-	-	-	-	-	-	-	-	-	300	-	-	60
911344	S-08	-	-	-	59	-	14	56	-	-	-	-	-	9	-
911477	S-09	-	-	-	-	-	-	-	-	80	-	-	-	-	200
911479	S-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
911567	S-11	-	-	-	-	-	-	-	-	-	-	-	-	-	-
911568	S-12	-	-	-	-	-	-	-	-	-	-	-	-	-	-
911569	S-13	-	-	-	-	-	-	-	-	-	-	-	-	-	200
911572	S-14	-	180	-	-	100	-	-	-	-	-	-	-	-	-
911638	S-15	35	-	-	-	-	-	-	-	-	-	67	-	-	60
911639	S-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
911640	S-17	35	-	-	-	-	-	-	-	-	-	210	-	-	60
911641	S-18	30	-	7	-	-	-	-	-	-	-	130	-	-	60
TOTALS:		100	328	7	118	200	28	112	20	80	6	1577	30	11	930

Description		CULVERT DESILTING
Bridge No.		CU. YD.
910655	S-01	88
910656	S-02	132
910657	S-03	72
911211	S-04	-
911318	S-05	183
911319	S-06	43
911320	S-07	389
911344	S-08	-
911477	S-09	-
911479	S-10	-
911567	S-11	-
911568	S-12	-
911569	S-13	-
911572	S-14	154
911638	S-15	100
911639	S-16	-
911640	S-17	223
911641	S-18	231
TOTALS:		1615

THE FOLLOWING ESTIMATED CULVERT DESILTING VOLUMES BY CULVERT ARE PROVIDED FOR SUPPLEMENTAL INFORMATION PURPOSES ONLY AND ARE ASSOCIATED WITH THE CULVERT DESILTING AND DEBRIS REMOVAL PAY ITEM. THE CONTRACTOR SHALL REVIEW THE PROJECT SITES AND VERIFY DESILTING REQUIREMENTS PRIOR TO BIDDING.

Description		CHANNEL DESILTING
Bridge No.		CU. YD.
910655	S-01	231
910656	S-02	340
910657	S-03	205
911211	S-04	-
911318	S-05	343
911319	S-06	33
911320	S-07	164
911344	S-08	-
911477	S-09	-
911479	S-10	-
911567	S-11	-
911568	S-12	-
911569	S-13	-
911572	S-14	140
911638	S-15	90
911639	S-16	-
911640	S-17	245
911641	S-18	100
TOTALS:		1891

THE FOLLOWING ESTIMATED CHANNEL DESILTING VOLUMES BY CULVERT ARE PROVIDED FOR SUPPLEMENTAL INFORMATION PURPOSES ONLY AND ARE ASSOCIATED WITH THE CHANNEL DESILTING AND DEBRIS REMOVAL PAY ITEM. THE CONTRACTOR SHALL REVIEW THE PROJECT SITES AND VERIFY DESILTING REQUIREMENTS PRIOR TO BIDDING.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: ALL

BILL OF MATERIALS

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S1
1			3			TOTAL SHEETS
2			4			6

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_BOM.DGN
jdebone

GENERAL NOTES

ASSUMED LIVE LOAD FOR REPAIRS= HL93.

GENERAL DRAWING INFORMATION IS TAKEN FROM THE ORIGINAL PLANS
AND THE MOST UP TO DATE ROUTINE INSPECTION REPORTS.

BRIDGE ORIENTATION CONFORMS TO THE EXISTING BRIDGE PLANS/ ROUTINE INSPECTION.

THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT DUE TO THE NATURE OF
THE PRESERVATION PROJECTS, THE EXTENT OF WORK CANNOT ALWAYS BE ACCURATELY DETERMINED
PRIOR TO COMMENCEMENT OF WORK. REPAIR LOCATIONS AND ESTIMATES OF QUANTITIES ARE GIVEN
WITH THE BEST INFORMATION AVAILABLE. IF ADDITIONAL REPAIRS NOT SHOWN ON THE DRAWINGS ARE DEEMED
NECESSARY BY THE ENGINEER, THE ENGINEER SHALL NOTE ON THE DRAWINGS THE APPROXIMATE LOCATION AND
DESCRIPTION OF THE REPAIRS.

THE EXISTING DIMENSIONS AND BRIDGE CONDITION ARE FROM THE BEST INFORMATION AVAILABLE. THE CONTRACTOR
SHALL FIELD VERIFY THE INFORMATION SHOWN ON THE PLANS AND NOTIFY THE ENGINEER IF ACTUAL DIMENSIONS
AND CONDITIONS DIFFER.

THE CONTRACTOR SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE TOWN FOR ANY DELAYS OR ADDITIONAL
COST INCURRED BASED ON DIFFERENCES BETWEEN WHAT IS SHOWN ON THE PLANS AND THE ACTUAL CONDITIONS
AT THE PROJECT SITE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL STATE AND FEDERAL SAFETY REQUIREMENTS.

THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT THE EXISTING STRUCTURE WHICH IS TO
REMAIN IN PLACE WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY PART OF THE EXISTING
STRUCTURE WHICH IS TO REMAIN IN PLACE, THE DAMAGED AREA SHALL BE REPAIRED AND REPLACED IN A
MANNER SATISFACTORY TO THE ENGINEER AT NO ADDITIONAL COST TO THE TOWN.

ANY DAMAGE TO EXISTING REINFORCING STEEL DURING CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AS
DIRECTED BY THE ENGINEER AND PERFORMED AT NO ADDITIONAL COST TO THE TOWN.

PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL A COMPLETE SEQUENCE OF
TASKS FOR EACH OPERATION AFFECTING THE BRIDGE SURFACE AND/OR TRAFFIC.

FOR OTHER DESIGN DATA AND GENERAL NOTES, SEE THE STANDARD NOTES SHEET INCLUDED WITH THIS PLAN SET.

ANY COST FOR DEWATERING NECESSARY TO COMPLETE WORK SHALL BE INCLUDED IN THE VARIOUS PAY ITEMS FOR THE PROJECT.

FOR SUBMITTAL OF WORKING DRAWINGS, FALSEWORK AND FORMWORK, SEE SPECIAL PROVISIONS.

FOR CRANE SAFETY, SEE SPECIAL PROVISIONS.

FOR FOAM JOINT SEALS FOR PRESERVATION, SEE SPECIAL PROVISIONS.

FOR RAIL REPAIRS FOR TWO BAR METAL RAIL, SEE SPECIAL PROVISIONS.

FOR ELASTOMERIC CONCRETE FOR PRESERVATION, SEE SPECIAL PROVISIONS.

FOR BRIDGE JOINT DEMOLITION, SEE SPECIAL PROVISIONS.

FOR EPOXY RESIN INJECTION, SEE SPECIAL PROVISIONS.

FOR CONCRETE REPAIRS, SEE SPECIAL PROVISIONS.

FOR SHOTCRETE REPAIRS, SEE SPECIAL PROVISIONS.

FOR PERMANENT SOIL REINFORCEMENT MAT, SEE SPECIAL PROVISIONS.

FOR CULVERT AND CHANNEL DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.

IN THE PRESENCE OF THE ENGINEER, IDENTIFY AND MARK THE LIMITS OF CULVERT AND CHANNEL DESILTING IN THE
FIELD PRIOR TO BEGINNING DESILTING OPERATIONS. CHANNEL DESILTING SHALL NOT IMPACT EXISTING SIDE SLOPES,
AND DESILTING OPERATIONS WITHIN THE CHANNEL SHALL BE COMPLETED TO MATCH EXISTING SIDESLOPES OR PROVIDE
1V:3H SIDESLOPES, WHICHEVER IS SHALLOWER.

AT THE DIRECTION OF THE ENGINEER, REPURPOSE ANY ROCK OR RUBBLE RIP RAP DISTURBED BY DESILTING OPERATIONS
AS CHANNEL SLOPE PROTECTION AT THE FINISHED SIDESLOPES. REPURPOSED MATERIAL SHALL BE PLACED FROM THE
CULVERT OUTWARD.

FOR ADHESIVELY ANCHORED DOWELS, SEE SECTION 420-13 OF THE STANDARD SPECIFICATIONS.

STRUCTURES SHOWING NO PROPOSED WORK ARE FOR INFORMATION AND AS-BUILT PURPOSES.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

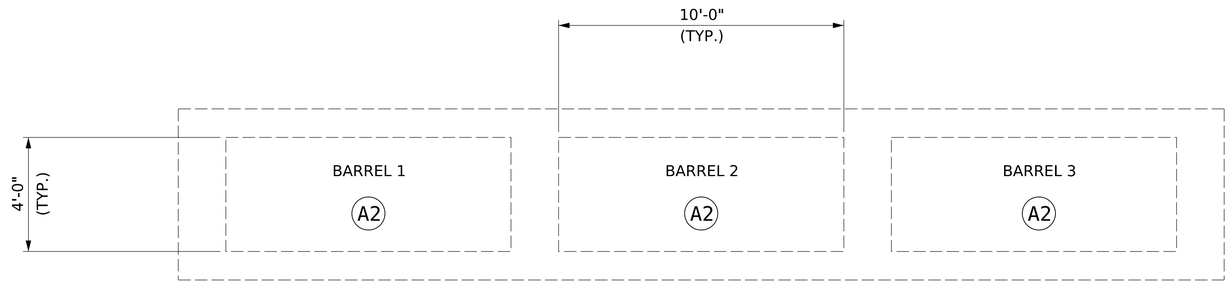
BRIDGE NO.: ALL

GENERAL NOTES

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S2
1			3			TOTAL SHEETS
2			4			6

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_GN01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) CONCRETE REPAIRS

(A2) CULVERT DESILTING AND DEBRIS REMOVAL

(A3) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR CONCRETE RESTORATION DETAILS, SEE CONCRETE RESTORATION DETAILS SHEETS.
2. FOR CONCRETE REPAIRS, SEE SPECIAL PROVISIONS.
3. FOR DESILITING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 910655

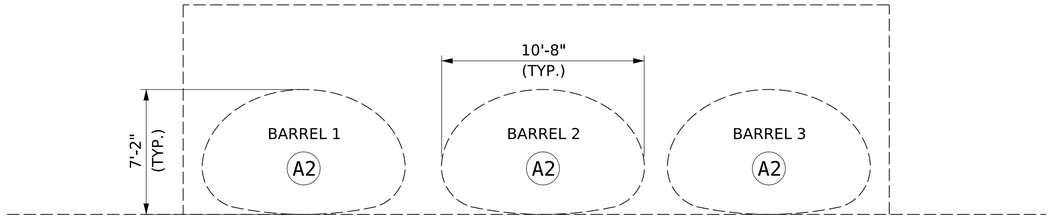
GENERAL DRAWING

FOR CULVERT CARRYING
W. STERLINGTON PLACE OVER
WILLIAM CREEK TRIBUTARY

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S1-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_910655_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) EPOXY RESIN INJECTION

(A2) CULVERT DESILTING AND DEBRIS REMOVAL

(A3) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 910656

GENERAL DRAWING

FOR CULVERT CARRYING PARLIAMENT PLACE OVER WILLIAM CREEK TRIBUTARY

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

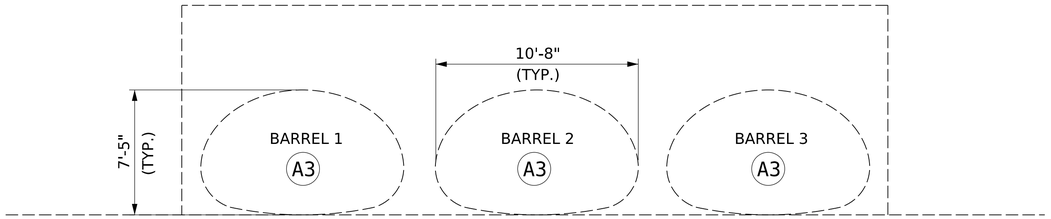
KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S2-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : JASON M. DEBONE DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_910656_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

- (P1) NONE

ALTERNATE BID ITEMS

- (A1) EPOXY RESIN INJECTION
- (A2) CONCRETE REPAIRS
- (A3) CULVERT DESILTING AND DEBRIS REMOVAL
- (A4) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR CONCRETE REPAIRS, SEE SPEICAL PROVISIONS.
2. FOR CONCRETE RESTORATION DETAILS, SEE CONCRETE RESTORATION DETAILS SHEETS.
3. FOR DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 910657

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

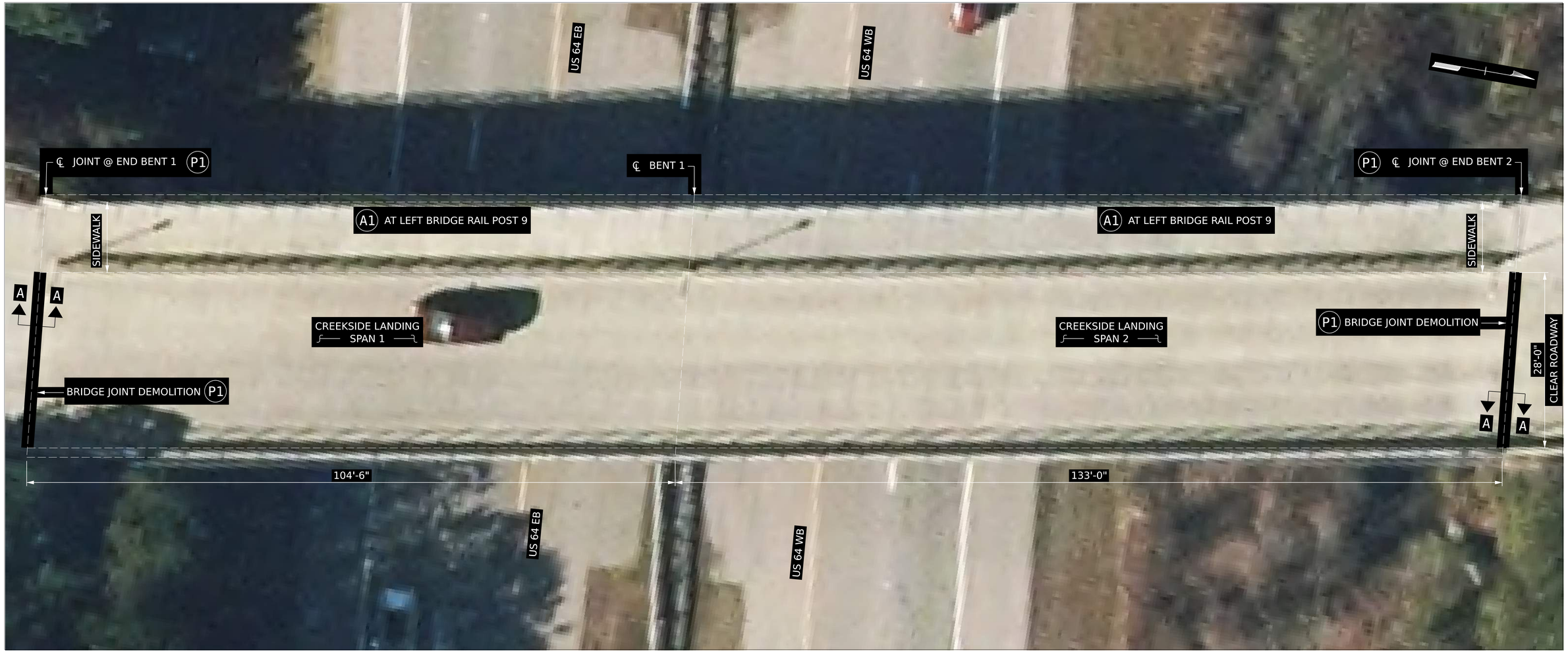
GENERAL DRAWING

FOR CULVERT CARRYING PARLIAMENT PLACE OVER UNNAMED CREEK

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S3-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : JASON M. DEBONE DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_910657_GD01.DGN
jdebone



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) REPLACE BRIDGE JOINTS

ALTERNATE BID ITEMS

(A1) 2-BAR METAL RAIL REPAIRS

NOTES

1. FOR 2-BAR METAL RAIL REPAIR, SEE 2-BAR METAL RAIL REPAIRS SHEETS.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911211

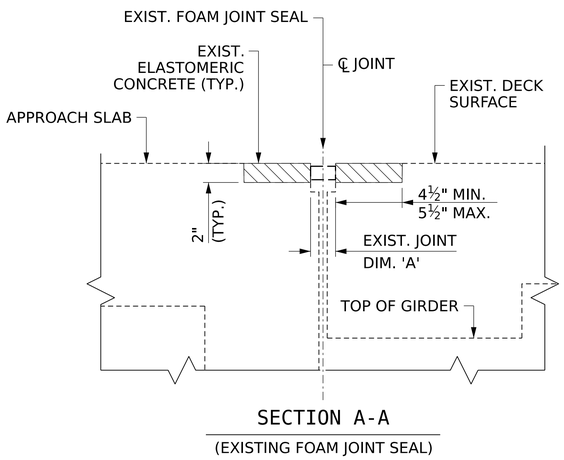
GENERAL DRAWING

FOR BRIDGE CARRYING CREEKSIDE LANDING OVER US 64

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S4-1
1			3			TOTAL SHEETS
2			4			2

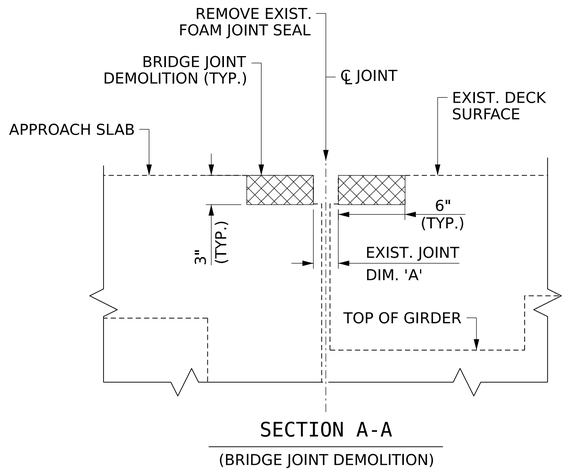
DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911211_GD01.DGN
jdebone



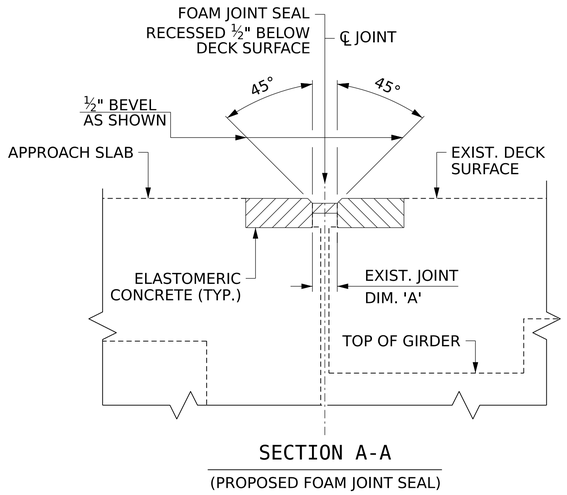
SECTION A-A

(EXISTING FOAM JOINT SEAL)



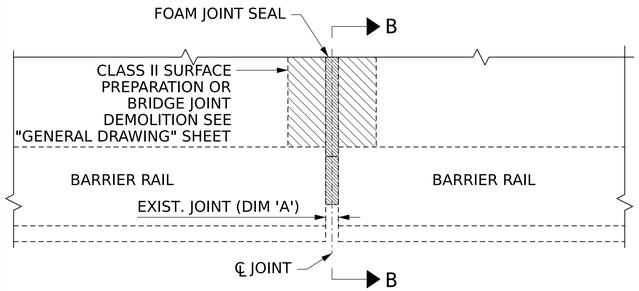
SECTION A-A

(BRIDGE JOINT DEMOLITION)



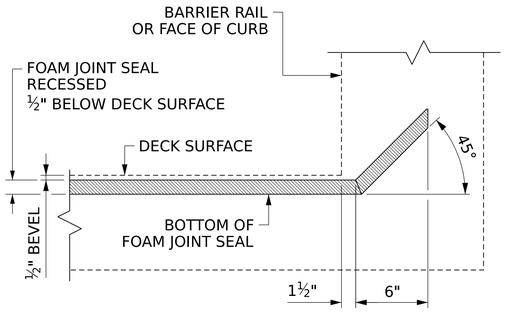
SECTION A-A

(PROPOSED FOAM JOINT SEAL)



PLAN AT BARRIER

(PROPOSED JOINT SEAL)



SECTION B-B

(PROPOSED JOINT SEAL)

THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING JOINT OPENING PRIOR TO ORDERING JOINT SEAL MATERIAL. IF THE ACTUAL OPENING VARIES FROM THE OPENING INDICATED IN THE DETAIL BY MORE THAN ¼", NOTIFY THE ENGINEER. REVISION OF THE JOINT SEAL SIZE MAY BE NECESSARY.

THE MANUFACTURER IS TO PROVIDE THE NOMINAL UNCOMPRESSED SEAL WIDTH OF THE FOAM JOINT SEAL FOR THE SIZE OF THE OPENING ON THE PLANS AND ACCOMODATE THE MINIMUM EXPANSION SHOWN ON THE PLANS.

INSTALL FOAM JOINTS AS PER THE MANUFACTURER'S RECOMMENDATIONS.

THE CONTRACTOR SHALL TAKE CARE DURING JOINT REPAIR OPERATIONS NOT TO DROP ANY MATERIAL THAT FALLS BELOW THE BRIDGE, WITHOUT PROTECTIVE DEVICES BELOW TO CATCH THE MATERIAL. ANY MATERIAL THAT FALLS BELOW THE BRDIGE SHALL BE CONTAINED, REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO EXTRA COST TO THE TOWN. IF THE ENGINEER DETERMINES THAT THE PROTECTIVE DEVICES ARE NOT ADEQUATE OR NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED.

THE CONTRACTOR WILL NOT BE PERMITTED TO FORM THE JOINTS IN LIEU OF SAWING THE JOINT.

QUANTITIES SHOWN IN THE ELASTOMERIC CONCRETE FOR PRESERVATION TABLE BASED ON THE MINIMUM JOINT DEMOLITION SHOWN.

FOR EXCAVATION BELOW THE BOTTOM OF THE PLANNED JOINT DECK DEMOLITION, CONCRETE FOR DECK REPAIRS SHALL BE PLACED IN THE EXCAVATED AREA TO THE ELEVATION AT BOTTOM OF THE PROPOSED ELASTOMERIC CONCRETE FOR PRESERVATION HEADERS SHOWN.

FOR BRIDGE JOINT DEMOLITION, SEE SPECIAL PROVISIONS.

FOR FOAM JOINT SEALS FOR PRESERVATION, SEE SPECIAL PROVISIONS.

FOR ELASTOMERIC CONCRETE FOR PRESERVATION, SEE SPECIAL PROVISIONS.

IF THE EMBEDDED PORTION OF THE EXISTING PLASTIC WATERSTOP IS EXPOSED DURING REMOVAL OF UNSOUND CONCRETE, OR IF UNSOUND CONCRETE IS REMOVED WITHIN 2" OF THE WATERSTOP, THE ENTIRE CONCRETE DEPTH TO THE WATERSTOPS SHALL BE REMOVED. IF SUCH EXCAVATION EXTENDS MORE THAN 2" BELOW THE BOTTOM OF THE PLANNED ELASTOMERIC CONCRETE HEADER, AS SHOWN, APPROVED REPAIR CONCRETE SHALL BE PLACED IN THE EXCAVATED AREA TO THE ELEVATION AT THE BOTTOM OF THE ELASTOMETIC CONCRETE.

DEMOLISH BRIDGE JOINT AREA SUCH THAT THE BOTTOM OF THE EXCAVATION SHALL BE REASONABLY FLAT AND LEVEL AND TO THE NECESSARY DEPTH, SUCH THAT ELASTOMERIC CONCRETE SHALL BE FOUNDED ON CONCRETE OR REPAIR CONCRETE SUBSTRATE.

TAKE CARE NOT TO DAMAGE ANY EXISTING DECK REINFORCING EXPOSED DURING BRIDGE JOINT DEMOLITION. NOTIFY THE ENGINEER OF ANY DECK REINFORCING EXPOSED DURING BRIDGE JOINT DEMOLITION OPERATIONS.

TABLE 1

TABLE DATE 08-2022

BENT/ JOINTS	DIM 'A' @ 78°F
END BENT 1	2⅛"
END BENT 2	2⅛"

PROPOSED JOINT QUANTITY

	ESTIMATED (LIN. FT.)	ACTUAL (LIN. FT.)
FOAM JOINT SEALS FOR PRESERVATION	59	

BRIDGE JOINT DEMOLITION

LOCATION	ESTIMATED (SQ. FT.)	ACTUAL (SQ. FT.)
END BENT 1	28	
END BENT 2	28	

ELASTOMERIC CONCRETE FOR PRESERVATION

LOCATION	ESTIMATED (CU. FT.)	ACTUAL (CU. FT.)
END BENT 1	7.0	
END BENT 2	7.0	

BRIDGE	END BENT	DIMENSION "A"		
		40°	78°	90°
911211	END BENT 1	2½"	2⅛"	2"
911211	END BENT 2	2½"	2⅛"	2"

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911211

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

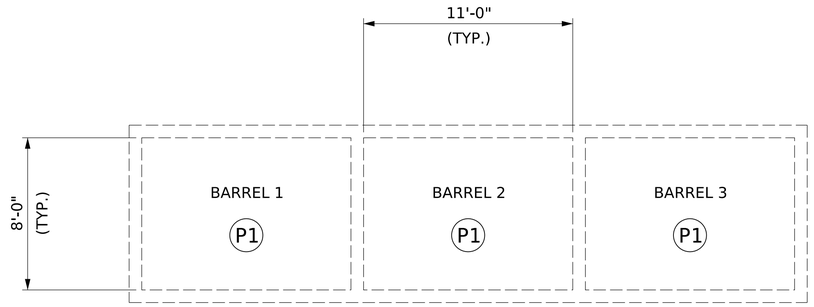
JOINT DETAILS

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

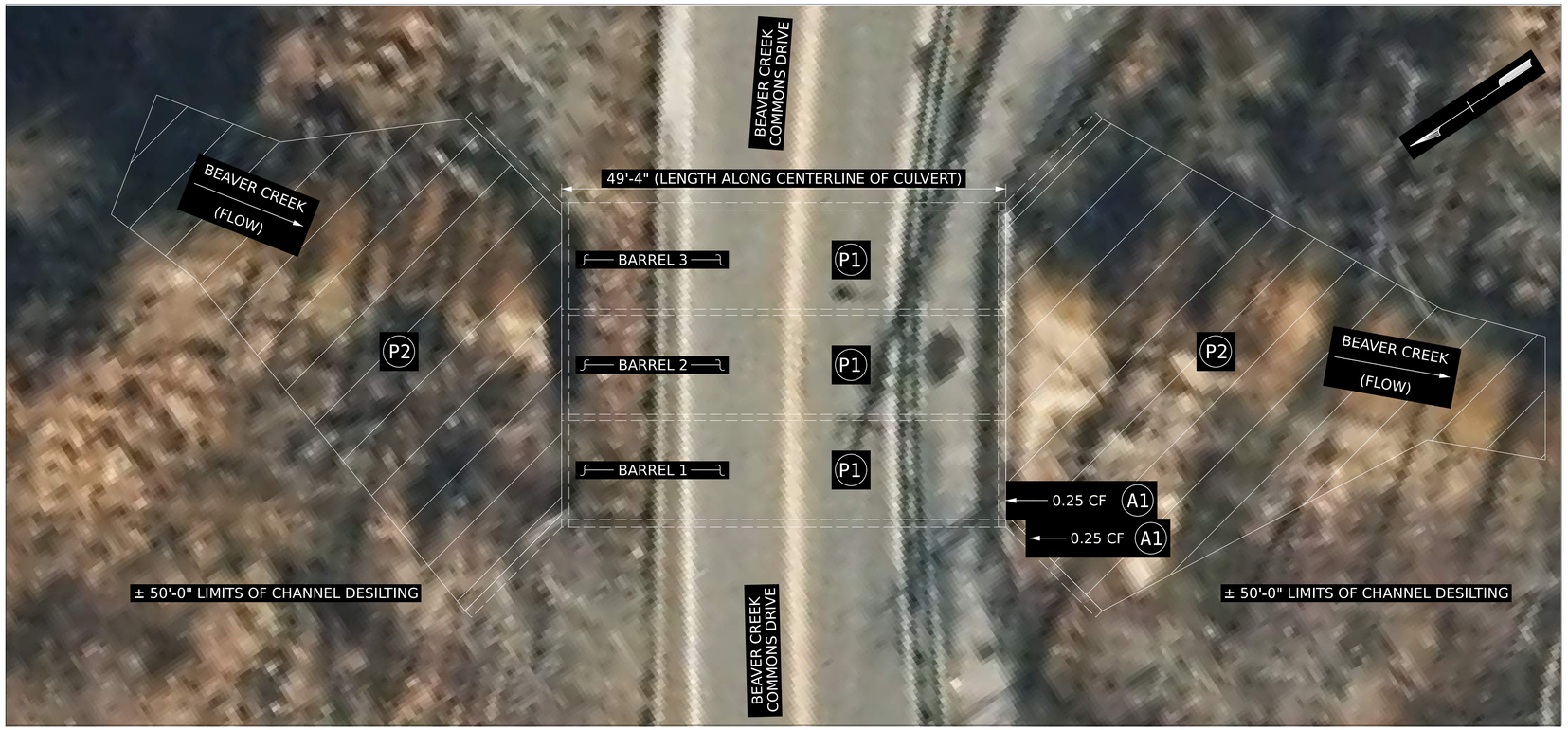
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S4-2
1			3			TOTAL SHEETS
2			4			2

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911211_JT01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

- (P1) CULVERT DESILTING AND DEBRIS REMOVAL
- (P2) CHANNEL DESILTING AND DEBRIS REMOVAL

ALTERNATE BID ITEMS

- (A1) CONCRETE REPAIRS

NOTES

1. FOR CONCRETE RESTORATION DETAILS, SEE CONCRETE RESTORATION DETAILS SHEETS.
2. FOR CONCRETE REPAIRS, SEE SPECIAL PROVISIONS.
3. FOR DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911318

GENERAL DRAWING

FOR CULVERT CARRYING
BEAVER CREEK COMMONS DRIVE
OVER BEAVER CREEK

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

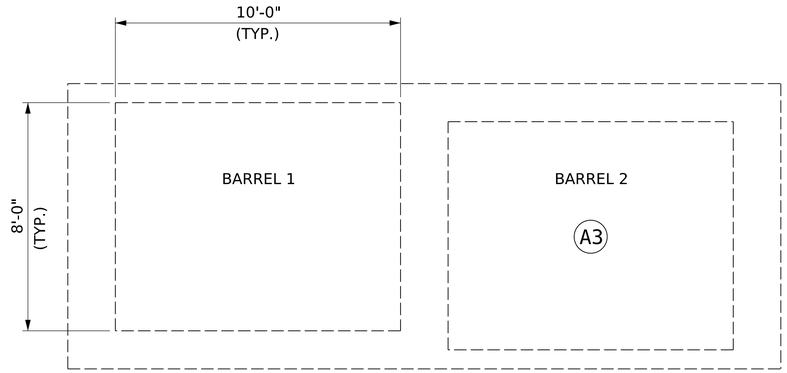
KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

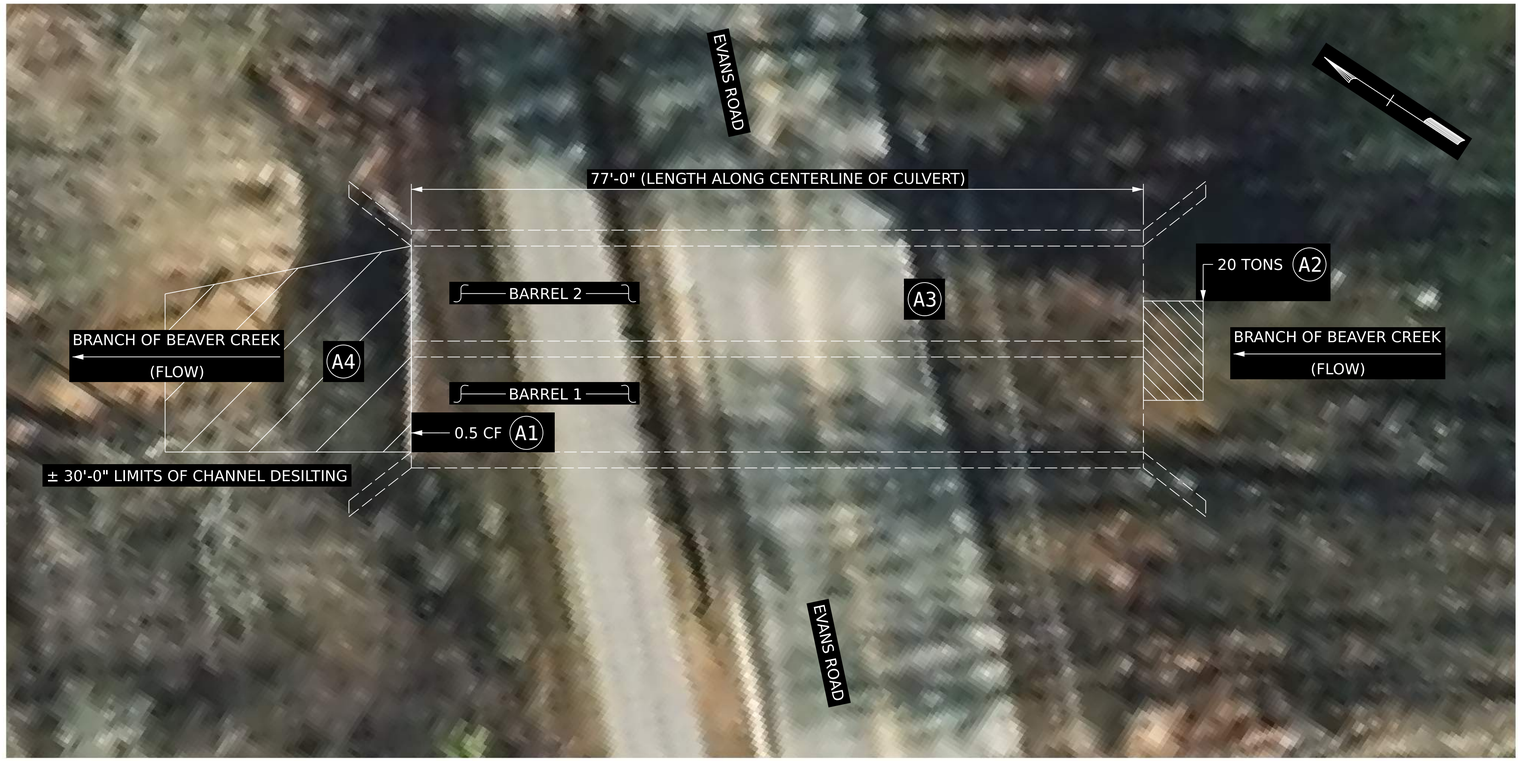
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S5-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911318_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

- (P1) NONE

ALTERNATE BID ITEMS

- (A1) CONCRETE REPAIRS
- (A2) SCOUR REMEDIATION W/ CLASS A RIP RAP
- (A3) CULVERT DESILTING AND DEBRIS REMOVAL
- (A4) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR CONCRETE REPAIRS, SEE SPECIAL PROVISIONS.
2. FOR CONCRETE RESTORATION DETAILS, SEE CONCRETE RESTORATION DETAILS SHEETS.
3. FOR DESILTING AND DEBRIS REMOVAL , SEE SPECIAL PROVISIONS.
4. FOR SCOUR REMEDIATION DETAILS, SEE SCOUR REMEDIATION DETAIL SHEETS.
5. DESILTING OPERATIONS IN BARREL 2 AND THE NORTH CHANNEL SHALL NOT EXTEND BELOW THE ELEVATION OF THE FLOOR SLAB OF BARREL 1.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911319

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

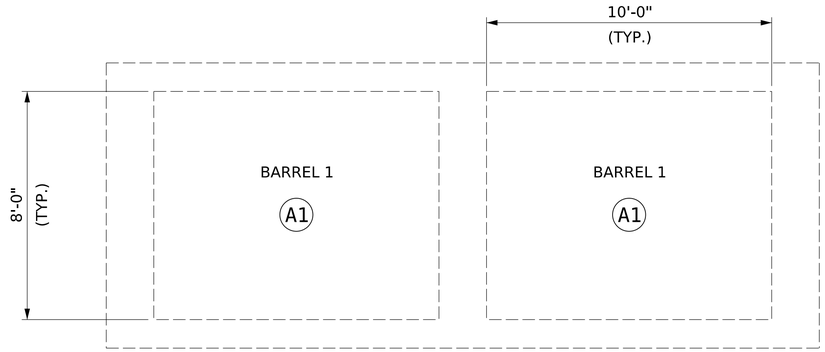
GENERAL DRAWING

FOR CULVERT CARRYING
EVANS ROAD OVER
BRANCH OF BEAVER CREEK

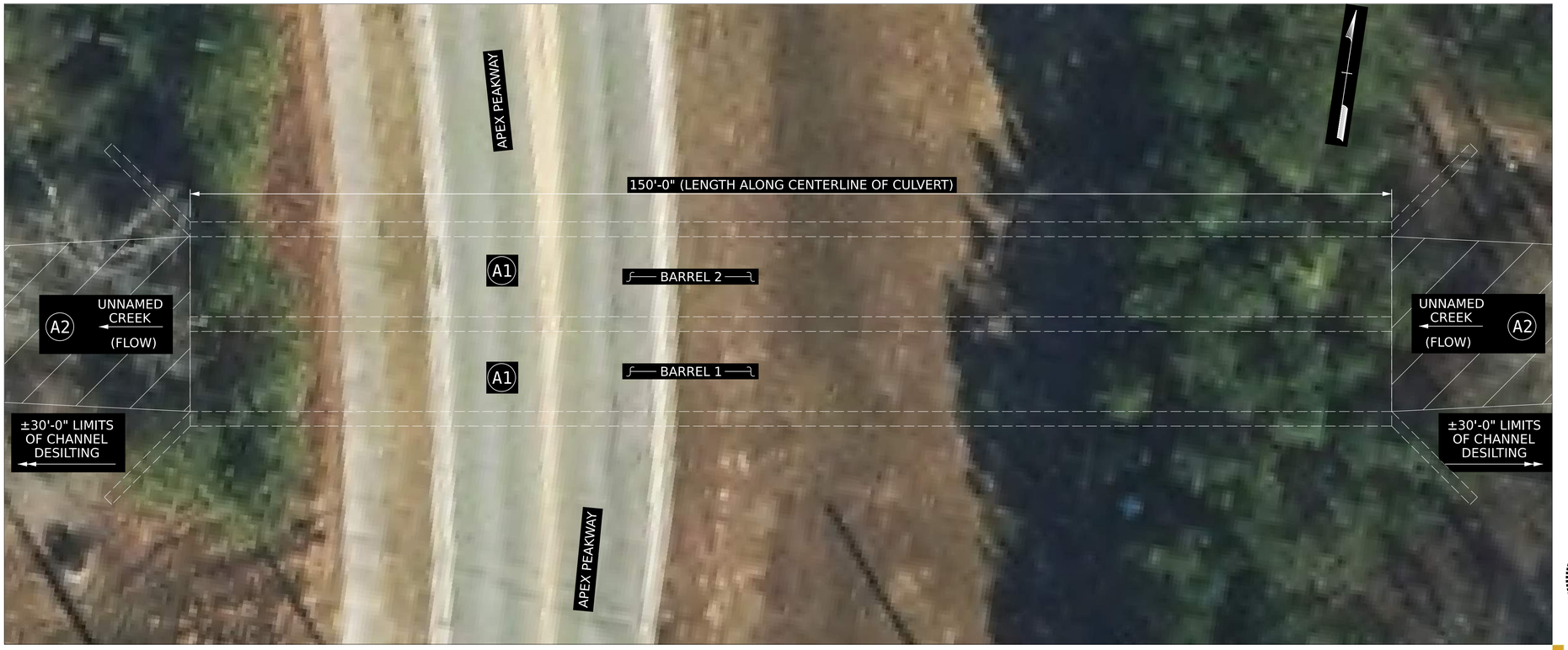
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S6-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : JASON M. DEBONE DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911319_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) CULVERT DESILTING AND DEBRIS REMOVAL

(A2) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911320

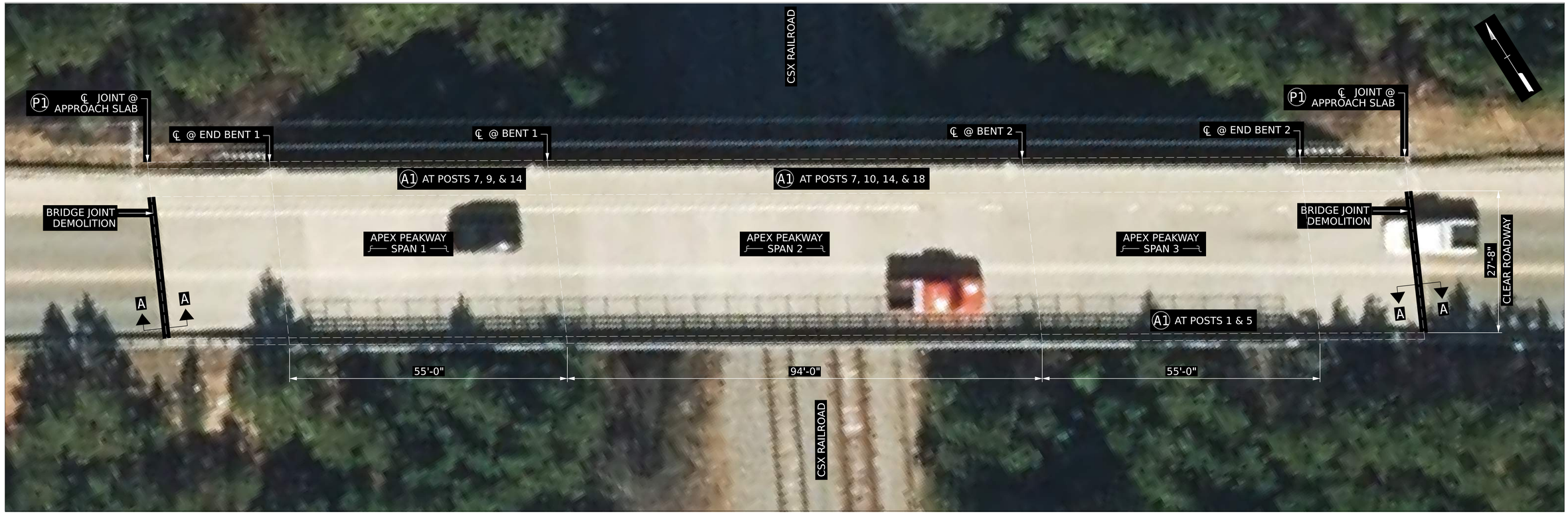
GENERAL DRAWING

FOR CULVERT CARRYING
APEX PEAKWAY
OVER UNNAMED CREEK

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S7-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911320_GD01.DGN
jdebone



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) REPLACE BRIDGE JOINTS

ALTERNATE BID ITEMS

(A1) 2-BAR METAL RAIL REPAIRS

NOTES

1. FOR JOINT REPLACEMENT, SEE JOINT DETAILS.
2. FOR 2-BAR METAL RAIL REPAIRS, SEE 2-BAR METAL RAIL REPAIRS SHEETS.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911344

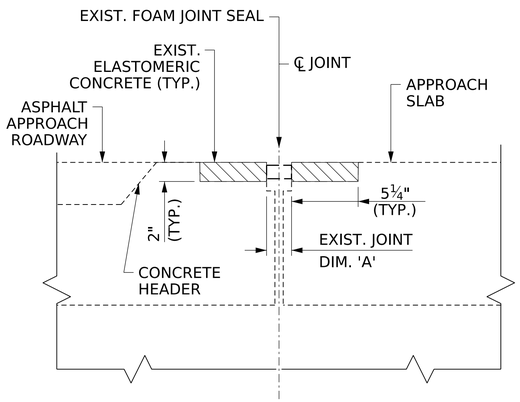
GENERAL DRAWING

FOR BRIDGE CARRYING
APEX PEAKWAY
OVER CSX RAILROAD

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S8-1
1			3			TOTAL SHEETS
2			4			2

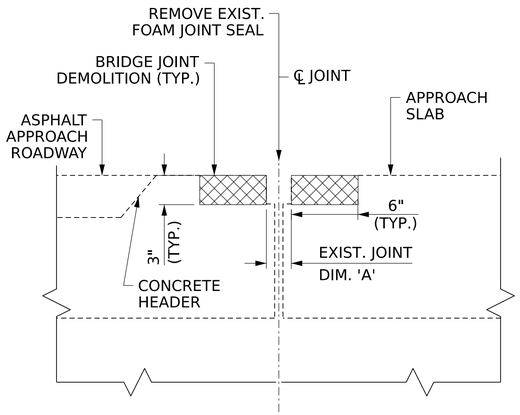
DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911344_GD01.DGN
jdebone



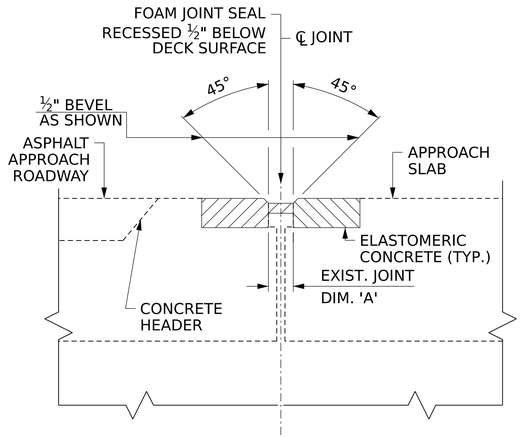
SECTION A-A

(EXISTING FOAM JOINT SEAL)



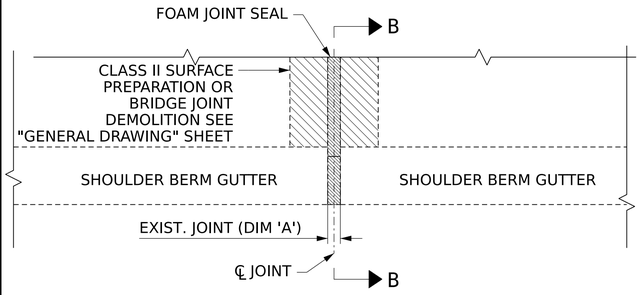
SECTION A-A

(BRIDGE JOINT DEMOLITION)



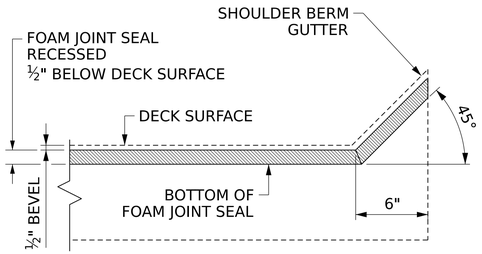
SECTION A-A

(PROPOSED FOAM JOINT SEAL)



PLAN AT GUTTER

(PROPOSED JOINT SEAL)



SECTION B-B

(PROPOSED JOINT SEAL)

THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING JOINT OPENING PRIOR TO ORDERING JOINT SEAL MATERIAL. IF THE ACTUAL OPENING VARIES FROM THE OPENING INDICATED IN THE DETAIL BY MORE THAN ¼", NOTIFY THE ENGINEER. REVISION OF THE JOINT SEAL SIZE MAY BE NECESSARY.

THE MANUFACTURER IS TO PROVIDE THE NOMINAL UNCOMPRESSED SEAL WIDTH OF THE FOAM JOINT SEAL FOR THE SIZE OF THE OPENING ON THE PLANS AND ACCOMODATE THE MINIMUM EXPANSION SHOWN ON THE PLANS.

INSTALL FOAM JOINTS AS PER THE MANUFACTURER'S RECOMMENDATIONS.

THE CONTRACTOR SHALL TAKE CARE DURING JOINT REPAIR OPERATIONS NOT TO DROP ANY MATERIAL THAT FALLS BELOW THE BRIDGE, WITHOUT PROTECTIVE DEVICES BELOW TO CATCH THE MATERIAL. ANY MATERIAL THAT FALLS BELOW THE BRDIGE SHALL BE CONTAINED, REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO EXTRA COST TO THE TOWN. IF THE ENGINEER DETERMINES THAT THE PROTECTIVE DEVICES ARE NOT ADEQUATE OR NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED.

THE CONTRACTOR WILL NOT BE PERMITTED TO FORM THE JOINTS IN LIEU OF SAWING THE JOINT

QUANTITIES SHOWN IN THE ELASTOMERIC CONCRETE FOR PRESERVATION TABLE BASED ON THE MINIMUM JOINT DEMOLITION SHOWN.

FOR EXCAVATION BELOW THE BOTTOM OF THE PLANNED JOINT DECK DEMOLITION, CONCRETE FOR DECK REPAIRS SHALL BE PLACED IN THE EXCAVATED AREA TO THE ELEVATION AT BOTTOM OF THE PROPOSED ELASTOMERIC CONCRETE FOR PRESERVATION HEADERS SHOWN.

FOR BRIDGE JOINT DEMOLITION, SEE SPECIAL PROVISIONS.

FOR FOAM JOINT SEALS FOR PRESERVATION, SEE SPECIAL PROVISIONS.

FOR ELASTOMERIC CONCRETE FOR PRESERVATION, SEE SPECIAL PROVISIONS.

IF THE EMBEDDED PORTION OF THE EXISTING PLASTIC WATERSTOP IS EXPOSED DURING REMOVAL OF UNSOUND CONCRETE, OR IF UNSOUND CONCRETE IS REMOVED WITHIN 2" OF THE WATERSTOP, THE ENTIRE CONCRETE DEPTH TO THE WATERSTOPS SHALL BE REMOVED. IF SUCH EXCAVATION EXTENDS MORE THAN 2" BELOW THE BOTTOM OF THE PLANNED ELASTOMERIC CONCRETE HEADER, AS SHOWN, APPROVED REPAIR CONCRETE SHALL BE PLACED IN THE EXCAVATED AREA TO THE ELEVATION AT THE BOTTOM OF THE ELASTOMETIC CONCRETE.

DEMOLISH BRIDGE JOINT AREA SUCH THAT THE BOTTOM OF THE EXCAVATION SHALL BE REASONABLY FLAT AND LEVEL AND TO THE NECESSARY DEPTH, SUCH THAT ELASTOMERIC CONCRETE SHALL BE FOUNDED ON CONCRETE OR REPAIR CONCRETE SUBSTRATE.

TAKE CARE NOT TO DAMAGE ANY EXISTING DECK REINFORCING EXPOSED DURING BRIDGE JOINT DEMOLITION. NOTIFY THE ENGINEER OF ANY DECK REINFORCING EXPOSED DURING BRIDGE JOINT DEMOLITION OPERATIONS.

TABLE 1

TABLE DATE 08-2022

BENT/ JOINTS	DIM 'A' @ 78°F
APPR. SLAB 1	2¼" (MAX.) 1¾" (MIN.)
APPR. SLAB 2	2½" (MAX.) 2" (MIN.)

PROPOSED JOINT QUANTITY

	ESTIMATED (LIN. FT.)	ACTUAL (LIN. FT.)
FOAM JOINT SEALS FOR PRESERVATION	59	

BRIDGE JOINT DEMOLITION

LOCATION	ESTIMATED (SQ. FT.)	ACTUAL (SQ. FT.)
APPR. SLAB 1	28	
APPR. SLAB 2	28	

ELASTOMERIC CONCRETE FOR PRESERVATION

LOCATION	ESTIMATED (CU. FT.)	ACTUAL (CU. FT.)
APPR. SLAB 1	7.0	
APPR. SLAB 2	7.0	

BRIDGE	END BENT	DIMENSION "A"		
		40°	78°	90°
911344	APPR. SLAB 1	2⅜" AVG.	2" AVG.	1⅞" AVG.
911344	APPR. SLAB 2	2⅜" AVG.	2¼" AVG.	2⅛" AVG.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911344

JOINT DETAILS

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

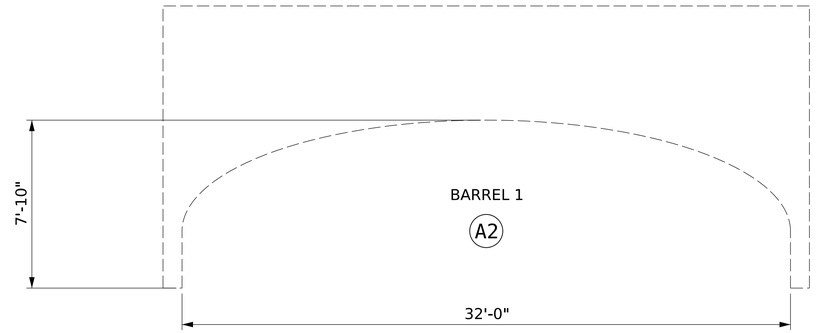
KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

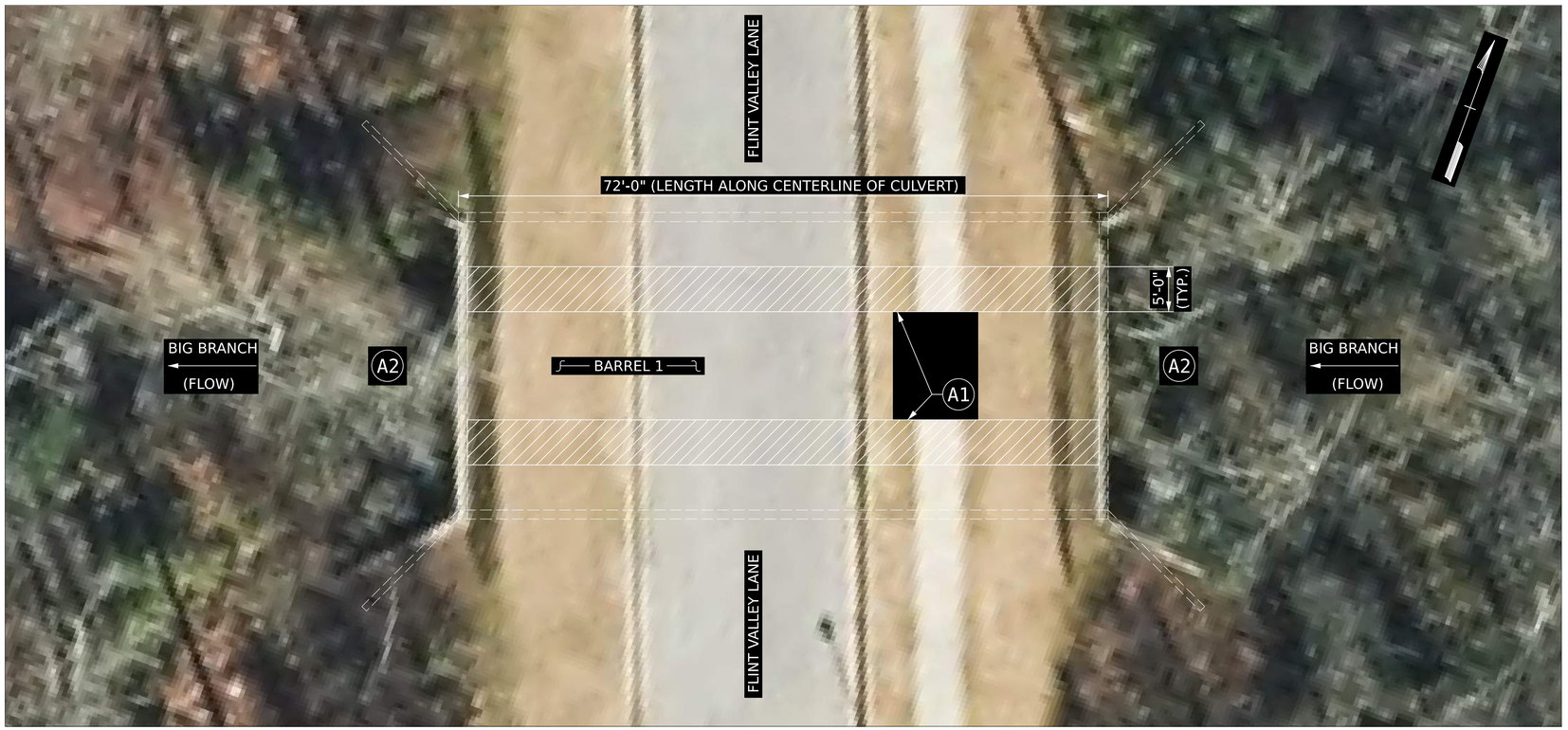
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S8-2
1			3			TOTAL SHEETS
2			4			2

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911344_JT01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) SCOUR REMEDIATION WITH PERMANENT SOIL REINFORCEMENT MAT
(A2) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR PERMANENT SOIL REINFORCEMENT MAT, SEE SPECIAL PROVISIONS.
2. NO DESILTING OPERATIONS ARE REQUIRED FOR THIS STRUCTURE. REMOVE DRIFT AND DEBRIS FROM BENEATH THE STRUCTURE AND WITHIN 100FT. OF EACH END OF THE STRUCTURE, WITHIN THE CHANNEL LIMITS.
3. REMOVAL AND DISPOSAL OF EXISTING DAMAGED EROSION MATTING SHALL BE CONSIDERED INCIDENTAL TO THE PLACEMENT OF THE PERMANENT SOIL REINFORCEMENT MAT.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911477

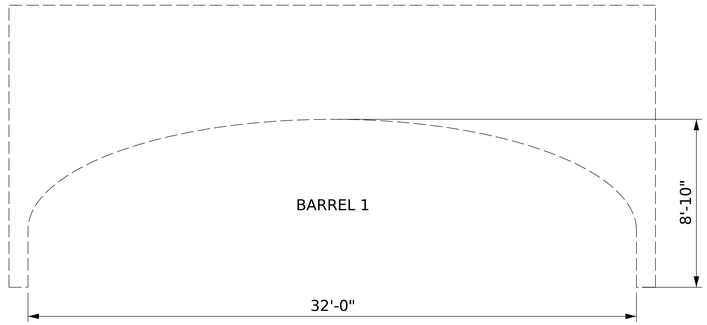
GENERAL DRAWING

FOR CULVERT CARRYING FLINT VALLEY LANE OVER BIG BRANCH

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S9-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911477_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) NONE

NOTES

1. NONE

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911479

GENERAL DRAWING

FOR CULVERT CARRYING
APEX PEAKWAY OVER
BIG BRANCH

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S10-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : JASON M. DEBONE DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911479_GD01.DGN
jdebone



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) NONE

NOTES

1. NONE

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911567

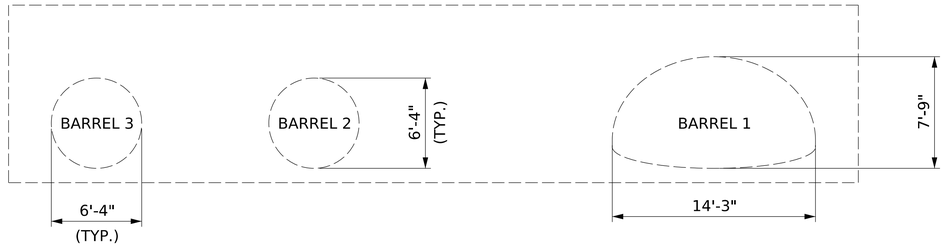
GENERAL DRAWING

FOR BRIDGE CARRYING REEDYBROOK CROSSING OVER UNNAMED CREEK

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S11-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911567_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) NONE

NOTES

1. NONE

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911568

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H. DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

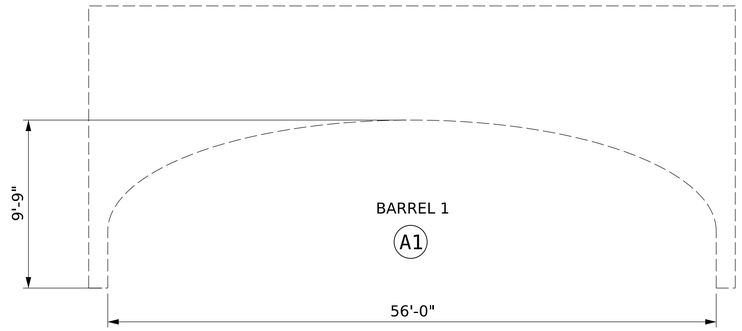
GENERAL DRAWING

FOR CULVERT CARRYING BEAVER CREEK COMMONS DRIVE OVER UNNAMED CREEK

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S12-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911568_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. NO DESILTING OPERATIONS ARE REQUIRED FOR THIS STRUCTURE. REMOVE DRIFT AND DEBRIS FROM BENEATH THE STRUCTURE AND WITHIN 100FT. OF EACH END OF THE STRUCTURE, WITHIN THE CHANNEL LIMITS.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H. DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911569

GENERAL DRAWING

FOR CULVERT CARRYING
COLBY CHASE DR OVER
MIDDLE CREEK TRIBUTARY

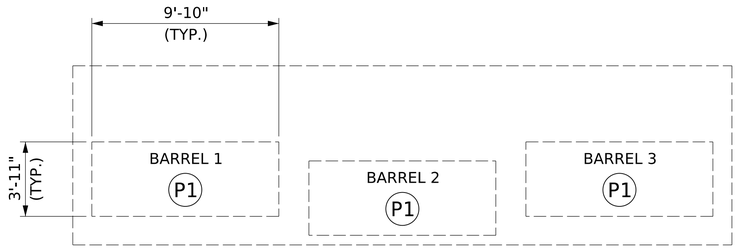
REVISIONS					
NO.	BY:	DATE:	NO.	BY:	DATE:
1			3		
2			4		

SHEET NO. S13-1

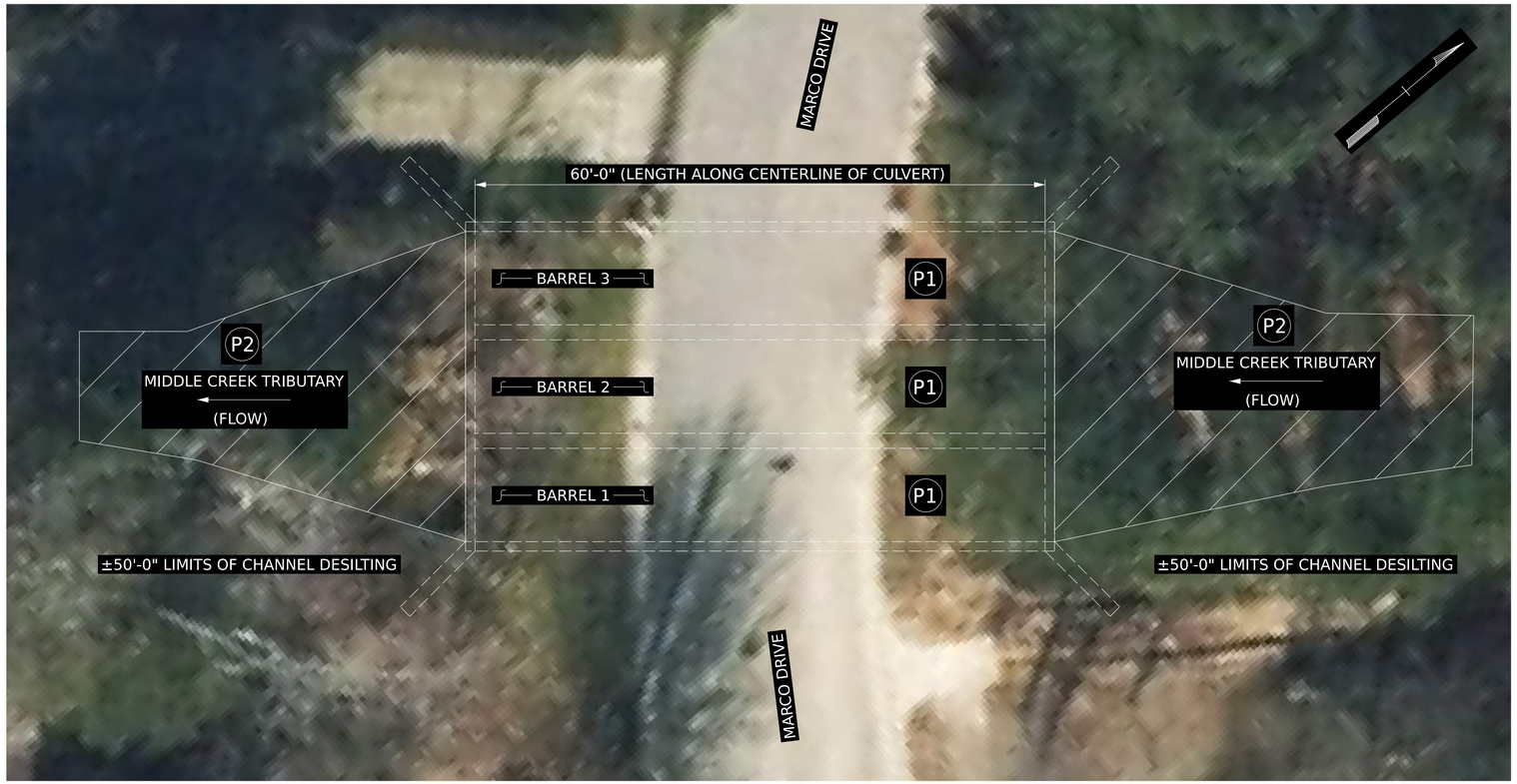
TOTAL SHEETS 1

DRAWN BY : JASON M. DEBONE DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911569_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

- (P1) CULVERT DESILTING AND DEBRIS REMOVAL
- (P2) CHANNEL DESILTING AND DEBRIS REMOVAL

ALTERNATE BID ITEMS

- (A1) NONE

NOTES

1. FOR DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.
2. PROVIDE A 1:1 MAXIMUM TRANSVERSE CHANNEL SLOPE AT THE ENDS OF THE CULVERT, BETWEEN BARREL 2 AND THE ADJACENT BARRELS IN ORDER TO NOT EXPOSE THE CULVERT TOE AT BARRELS 1 AND 3.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911572

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

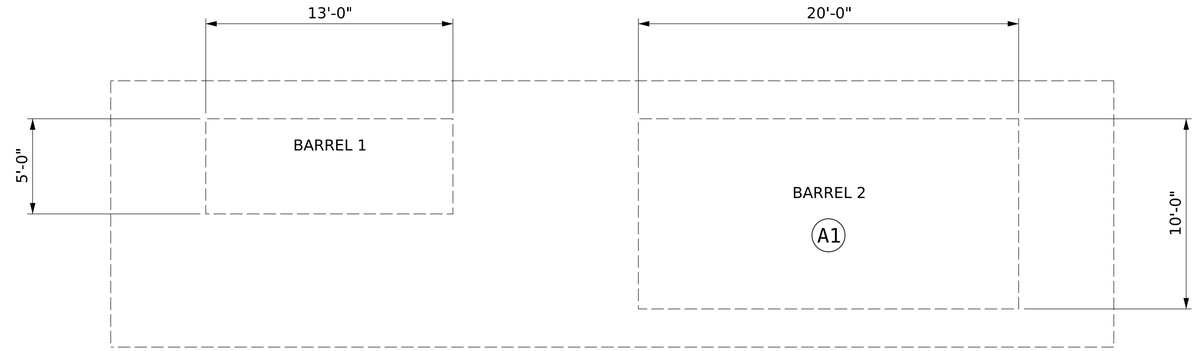
GENERAL DRAWING

FOR CULVERT CARRYING MARCO DRIVE OVER MIDDLE CREEK TRIBUTARY

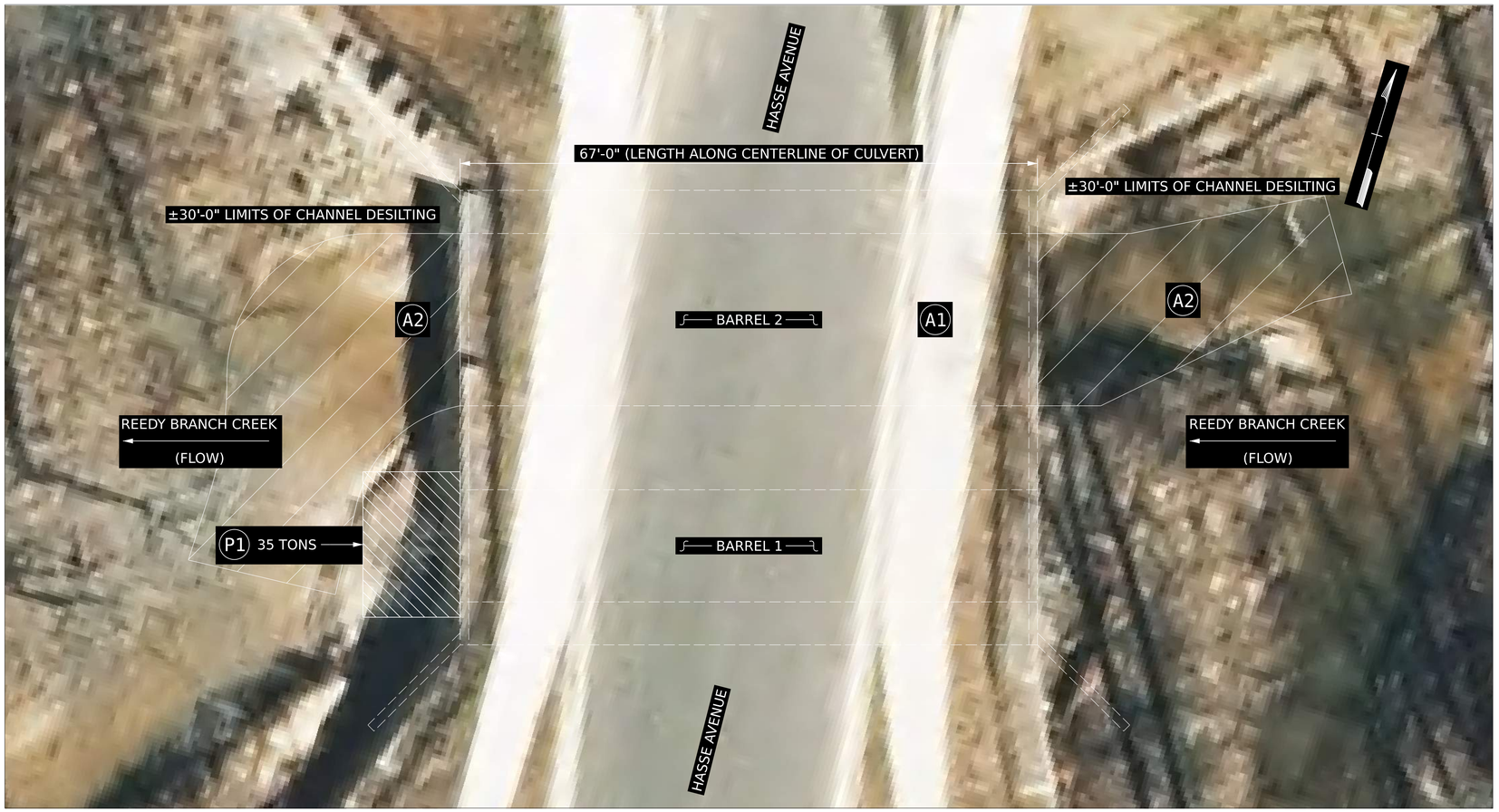
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S14-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : JASON M. DEBONE DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911572_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) SCOUR REMEDIATION W/ CLASS A RIP RAP

ALTERNATE BID ITEMS

(A1) CULVERT DESILTING AND DEBRIS REMOVAL

(A2) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.
2. FOR SCOUR REMEDIATION DETAILS, SEE SCOUR REMEDIATION DETAILS SHEETS.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911638

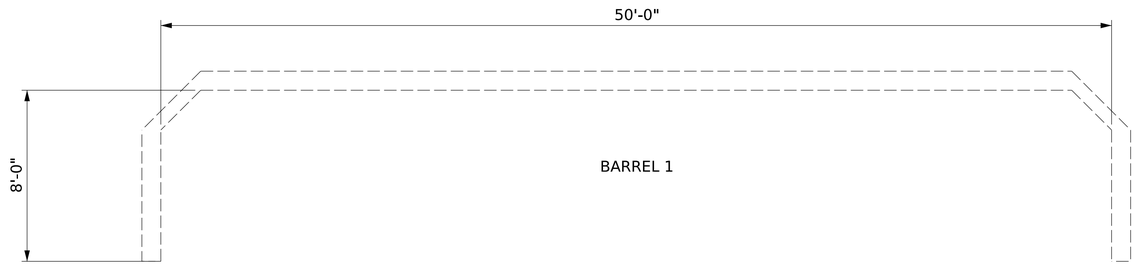
GENERAL DRAWING

FOR CULVERT CARRYING HASSE AVENUE OVER REEDY BRANCH CREEK

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S15-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911638_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) NONE

ALTERNATE BID ITEMS

(A1) NONE

NOTES

1. NONE

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911639

GENERAL DRAWING

FOR CULVERT CARRYING POINTE CROSSING OVER BEAVER CREEK

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H. DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

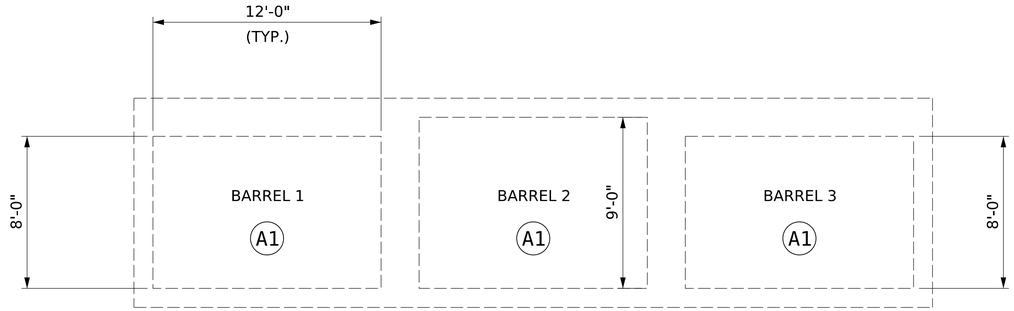
REVISIONS					
NO.	BY:	DATE:	NO.	BY:	DATE:
1			3		
2			4		

SHEET NO. S16-1

TOTAL SHEETS 1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911639_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

(P1) SCOUR REMEDIATION W/ CLASS A RIP RAP

ALTERNATE BID ITEMS

(A1) CULVERT DESILTING AND DEBRIS REMOVAL

(A2) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR DESILTING AND DEBRIS REMOVAL, SEE SPECIAL PROVISIONS.
2. FOR SCOUR REMEDIATION DETAILS, SEE SCOUR REMEDIATION DETAILS SHEETS.
3. PROVIDE A 1:1 MAXIMUM TRANSVERSE CHANNEL SLOPE AT THE ENDS OF THE CULVERT, BETWEEN BARREL 2 AND THE ADJACENT BARRELS IN ORDER TO NOT EXPOSE THE CULVERT TOE AT BARRELS 1 AND 3.

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911640

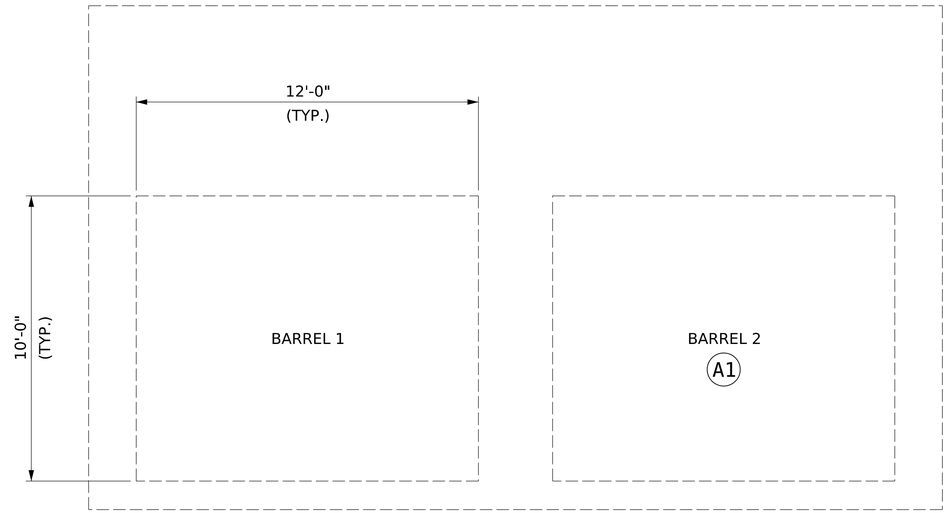
GENERAL DRAWING

FOR CULVERT CARRYING RANGE OVERLOOK CROSSING OVER CLARK BRANCH

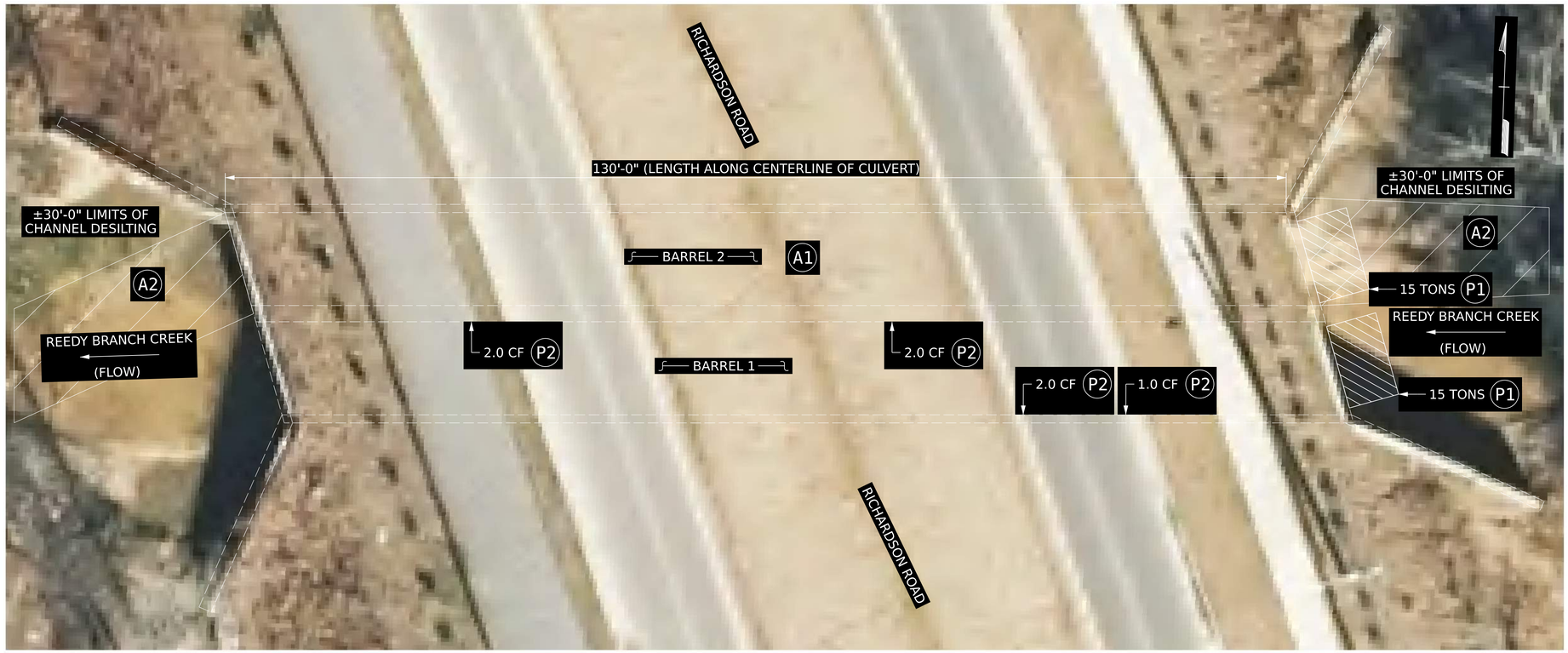
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S17-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911640_GD01.DGN
jdebone



ELEVATION VIEW



PLAN VIEW

SCOPE LEGEND

PRIMARY BID ITEMS

- (P1) SCOUR REMEDIATION W/ CLASS A RIP RAP
- (P2) CONCRETE REPAIRS

ALTERNATE BID ITEMS

- (A1) CULVERT DESILTING AND DEBRIS REMOVAL
- (A2) CHANNEL DESILTING AND DEBRIS REMOVAL

NOTES

1. FOR CONCRETE RESTORATION DETAILS, SEE CONCRETE RESTORATION DETAILS SHEETS.
2. FOR CONCRETE REPAIRS, SEE SPECIAL PROVISIONS.
3. FOR CULVERT DESILTING AND DEBRIS REMOVAL, SEE SPECIAL DETAILS PROVISIONS.
4. FOR SCOUR REMEDIATION DETAILS, SEE SCOUR REMEDIATION DETAILS SHEETS.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: 911641

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

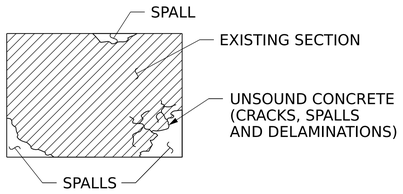
GENERAL DRAWING

FOR CULVERT CARRYING RICHARDSON ROAD OVER REEDY BRANCH CREEK

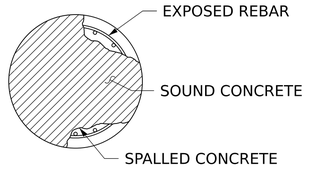
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S18-1
1			3			TOTAL SHEETS
2			4			1

DRAWN BY : JASON M. DEBONE DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_911641_GD01.DGN
jdebone



TYPICAL
DELAMINATIONS AND SPALLS

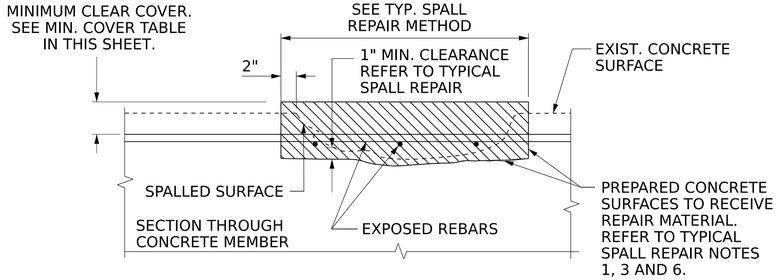


TYPICAL
SPALL WITH EXPOSED REBAR



SIMPLE PATCH CONFIGURATION

AT CORNER LOCATIONS PROVIDE RIGHT ANGLE CUTS. PATCH CONFIGURATION SHALL BE KEPT AS SIMPLE AS POSSIBLE. INDIVIDUAL REPAIR AREAS WITHIN 2 FEET SHALL BE JOINED AT THE DIRECTION OF THE ENGINEER.



EXPOSING AND UNDERCUTTING REINFORCING STEEL

APPLICABLE TO HORIZONTAL, VERTICAL, AND OVERHEAD LOCATIONS

MIN. CONCRETE COVER TABLE

STRUCTURE ELEMENT	COVER	
	ALL OTHER SITES	CORROSIVE SITES
Bridge Deck to top of slab to bottom of slab	 2½" (65mm) 1¼" (32mm)	 2½" (65mm) 2½" (65mm)
Footings and Pile Caps to top face to all other faces	 2" (50mm) 3" (75mm)	 4" (100mm) 4" (100mm)
Bent Caps to bottom of cap to ends of cap to top of cap to sides of cap	 3" (75mm) 2" (50mm) 2" (50mm) 2" (50mm)	 4" (100mm) 3" (75mm) 3" (75mm) 3" (75mm)
Columns (spiral)	2" (50mm)	3" (75mm)
Drilled Piers (spiral)	5" (125mm)**	6" (150mm)**
Culverts to bottom of bootom slabs and footings to all other faces	 3" (75mm) 2" (50mm)	 3" (75mm) 2" (50mm)
Approach Slabs	2" (50mm)	2" (50mm)

** IN THE EVENT THE DRILLED PIER EXTENDS INTO A BENT CAP OR PILE CAP, THE COVER MAY BE REDUCED TO 4"

TYPICAL SPALL REPAIR

1. FOR CONCRETE RESTORATION, REMOVE AND REPAIR UNSOUND CONCRETE FROM AREAS TO BE REPAIRED IN ACCORDANCE WITH THIS SHEET AND THE PROJECT SPECIAL PROVISIONS. AREAS WELL ADHERED TO EXISTING STRAND OR REINFORCEMENT SHALL REMAIN.
2. ALL UNSOUND CONCRETE MUST BE REMOVED. HOWEVER, PRESTRESSED STRANDS SHOULD NOT BE DISTURBED UNLESS ABSOLUTELY NECESSARY. USE EXTREME CARE TO NOT DAMAGE STRANDS.
3. ALL REPAIRS SHALL BE MARKED FOR APPROVAL OF APPROXIMATE PERIMETER PRIOR TO INITIATION OF WORK.
4. THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONTROL AND DISPOSAL OF DEBRIS TO THE ENGINEER FOR APPROVAL.
5. ANY REINFORCEMENT WHICH IS LOOSE SHALL BE SECURED IN PLACE BY TYING TO OTHER SECURED BARS OR BY OTHER APPROVED METHODS. LAP SPLICES SHALL BE INSTALLED IN ACCORDANCE WITH THE TABLE BELOW.
6. CLEAN EXPOSED REBARS AND ANY LOOSE CONCRETE OR ABRASIVES BY SANDBLASTING OR APPROVED ALTERNATE. CLEANED STEEL SHALL NOT BE LEFT EXPOSED FOR MORE THAN 72 HOURS PRIOR TO ENCAPSULATION OF CONCRETE.
7. AN APPROVED BONDING AGENT SHALL BE USED ON ALL EXPOSED CONCRETE SURFACES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS BEFORE THE REPAIR MATERIAL IS APPLIED.
8. FILL VOIDS WITH REPAIR MATERIAL IN ACCORDANCE WITH THE PROJECT SPECIAL PROVISIONS AND NCDOT SPECIFICATIONS. NOTE THAT ANY REPAIR MATERIAL APPLIED TO OVERHEAD LOCATIONS SHALL BE SPECIFICALLY DESIGNATED FOR OVERHEAD USE BY THE MANUFACTURER'S SPECIFICATIONS.
9. FOR OVERHEAD SPALL REPAIRS, EXCAVATE CONCRETE TO A MINIMUM DEPTH OF 2 INCHES BEHIND FIRST MAT OF REINFORCING STEEL.

TYPICAL CRACK REPAIR

1. OBTAIN ENGINEER'S APPROVAL TO CARRY OUT CRACK REPAIR (IN LIEU OF SPALL REPAIR) FOR CASES WHERE ADJACENT CONCRETE IS OTHERWISE SOUND AND CRACKING IS NOT A RESULT OF CORRODING REINFORCEMENT.
2. ADDRESS CRACKS IN NEW CONSTRUCTION IN ACCORDANCE WITH PROJECT SPECIAL PROVISIONS. ADDRESS EXISTING CRACKS IN ACCORDANCE WITH THIS SHEET AND PROJECT SPECIAL PROVISIONS.
3. REMOVE UNSOUND CONCRETE FROM CRACK AREA.
4. THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONTROL AND DISPOSAL OF DEBRIS TO THE ENGINEER FOR APPROVAL.
5. ENGINEER TO APPROVE CRACK AND CAP SEAL MATERIAL PRIOR TO BEGINNING OF CONSTRUCTION.
6. APPLY CLASS II FINISH AT COMPLETION OF CRACK REPAIR TO REMOVE FINS OR KNOBS.

DOWEL DETAILS & NOTES

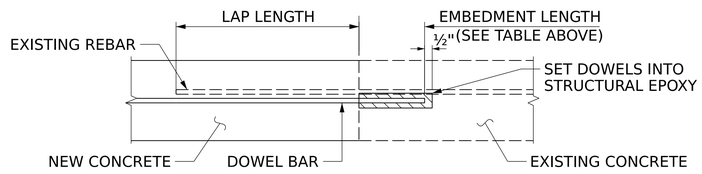
DOWEL DIMENSIONS (UNLESS OTHERWISE NOTED)			
DOWEL SIZE	HOLE DIAMETER	EMBEDMENT LENGTH	MIN LAP LENGTH
4	⅝"	8"	1'-9"
5	¾"	9"	2'-2"
6	⅞"	11"	2'-7"
8	1⅛"	1'-4"	4'-6"

NOTES:

ANY REQUIRED DOWEL HOLES SHALL BE DRILLED INTO EXISTING CONCRETE ACCORDING TO THE DETAIL AND NCDOT SPECIFICATIONS.

NOTIFY THE ENGINEER OF ANY BROKEN BARS OR BARS WHICH ARE DETERMINED TO HAVE A SECTION LOSS OF 25% OR GREATER.

INSTALL DOWELS IN ACCORDANCE WITH NCDOT SPECIFICATIONS.



CONCRETE REPAIR NOTES

1. PERFORM A SOUNDING SURVEY IN THE PRESENCE OF THE ENGINEER TO IDENTIFY ALL LOCATIONS IN NEED OF CONCRETE REPAIR.
2. GAIN CONCURRENCE ON ALL REPAIR AREAS AT EACH LOCATION PRIOR TO COMMENCING WORK AT THE BENT.
3. THE DETERIORATED AREAS SHOWN ON OTHER SHEETS ARE BASED ON THE BRIDGE INSPECTION REPORT, AND PARTIAL FIELD REVIEWS OF THE STRUCTURE. AS SUCH, THEY ARE FOR INFORMATIONAL PURPOSES, SUBJECT TO CHANGE BASED ON CONTINUING DETERIORATION.
4. GENERALLY EXTEND REPAIR AREAS 2"-3" INTO SOUND CONCRETE BEYOND EDGE OF SPALLS AND SQUARE OFF AREAS IN ACCORDANCE WITH DETAILS ON THIS SHEET.
5. THE METHOD USED TO DELINEATE THE AREAS OF UNSOUND CONCRETE TO BE REPAIRED SHALL NOT PERMANENTLY MARK THE CONCRETE, LEAVE ANY RESIDUE AFTER REMOVAL, OR REQUIRE HARSH CHEMICALS TO REMOVE.
6. THE CONTRACTOR SHALL REMOVE THE DETERIORATED CONCRETE IN ACCORDANCE WITH THE GUIDELINES SET IN THESE NOTES, IN THE PROJECT SPECIAL PROVISIONS, AND THE STANDARD SPECIFICATIONS.
7. REMOVE UNSOUND CONCRETE TO THE EXTENT NECESSARY. MINIMMUM OF 1" BEHIND REBAR AND MINIMUM OF 2" CLEARANCE TO SAWCUT.
8. REINFORCING STEEL, WHICH IS DETERMINED BY THE ENGINEER TO BE REPLACED, SHALL BE REMOVED TO A POINT WHERE IT IS SOUND. THE PATCH SHALL EXTEND A SUFFICIENT DISTANCE BEYOND THIS POINT TO DEVELOP A SPLICE LENGTH SPECIFIED IN THE TABLE ON THIS SHEET.
9. FOR REPAIRS OVER TRAFFIC AND SHALLOW REPAIRS THAT DO NOT ENGAGE REINFORCEMENT, ANCHOR PATCH MATERIAL USING ¼" GALVANIZED BOLTS, EPOXY ANCHORED WITH 2" EMBEDMENT. PLACE BOLTS IN A 6" GRID. USE A LATEX OR EPOXY PATCH MATERIAL FOR IMPROVED BOND. MASONRY ANCHORS ARE ACCEPTABLE ALSO, SUBMIT PLAN IF USING MASONRY ANCHORS.
10. CONCRETE COVER SHOWN IN THE PLANS DOES NOT INCLUDE PLACEMENT OR FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE NCDOT SPECIFICATIONS FOR ALLOWABLE REINFORCEMENT PLACEMENT TOLERANCES.
11. WHEN PROPOSED CONCRETE REPAIRS (OR DETERMINED LOCATIONS) ARE ADJACENT TO A CORNER, REPAIR ON THE ADJACENT EDGE SHOULD BE ANTICIPATED IN ADDITION TO THE AREA SHOWN ON SUBSTRUCTURE CONCRETE REPAIR SHEETS. THE CONTRACTOR IS RESPONSIBLE FOR THIS REPAIR AT ALL LOCATIONS REGARDLESS OF CALL-OUT(S) ON RESPECTIVE SHEET(S).
12. FINISH CONCRETE SURFACES IN ACCORDANCE WITH THE LATEST NCDOT SPECIFICATIONS. MATCH EXISTING FINISH ON ALL EXPOSED EDGES UNLESS OTHERWISE NOTED. A CLASS 5 FINISH COATING SHALL BE APPLIED TO THE BEAM ENDS WHERE CONCRETE REPAIRS HAVE BEEN PERFORMED, MATCHING THE COLOR OF SURROUNDING CONCRETE.
13. ALL REINFORCING STEEL SHALL BE ASTM A615-96, GRADE 60. REINFORCEMENT DETAIL DIMENSIONS ARE OUT-TO-OUT OF BARS. ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCEMENT ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE. ANY DAMAGE TO EXISTING REINFORCING STEEL, DURING CONTRACTOR'S OPERATIONS, SHALL BE REPAIRED AS DIRECTED BY THE ENGINEER AND PERFORMED AT NO ADDITIONAL COST TO THE TOWN.
14. FOR ADHESIVELY ANCHORED DOWELS OR ANCHOR BOLTS, SEE STANDARD SPECIFICATIONS.
15. FOR SHOTCRETE REPAIRS, SEE SPECIAL PROVISIONS.
16. FOR CONCRETE REPAIRS, SEE SPECIAL PROVISIONS.
17. FOR EPOXY RESIN INJECTION (ERI), SEE SPECIAL PROVISIONS.

LAP SPLICE TABLE	
BAR SIZE	LAP SPLICE LENGTH
4	1'-9"
5	2'-2"
6	2'-7"
7	3'-6"
8	4'-6"
9	5'-10"
10	7'-4"

APEX
NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: MULTIPLE

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA
KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

CONCRETE RESTORATION DETAILS

REVISIONS					
NO.	BY:	DATE:	NO.	BY:	DATE:
1			3		
2			4		

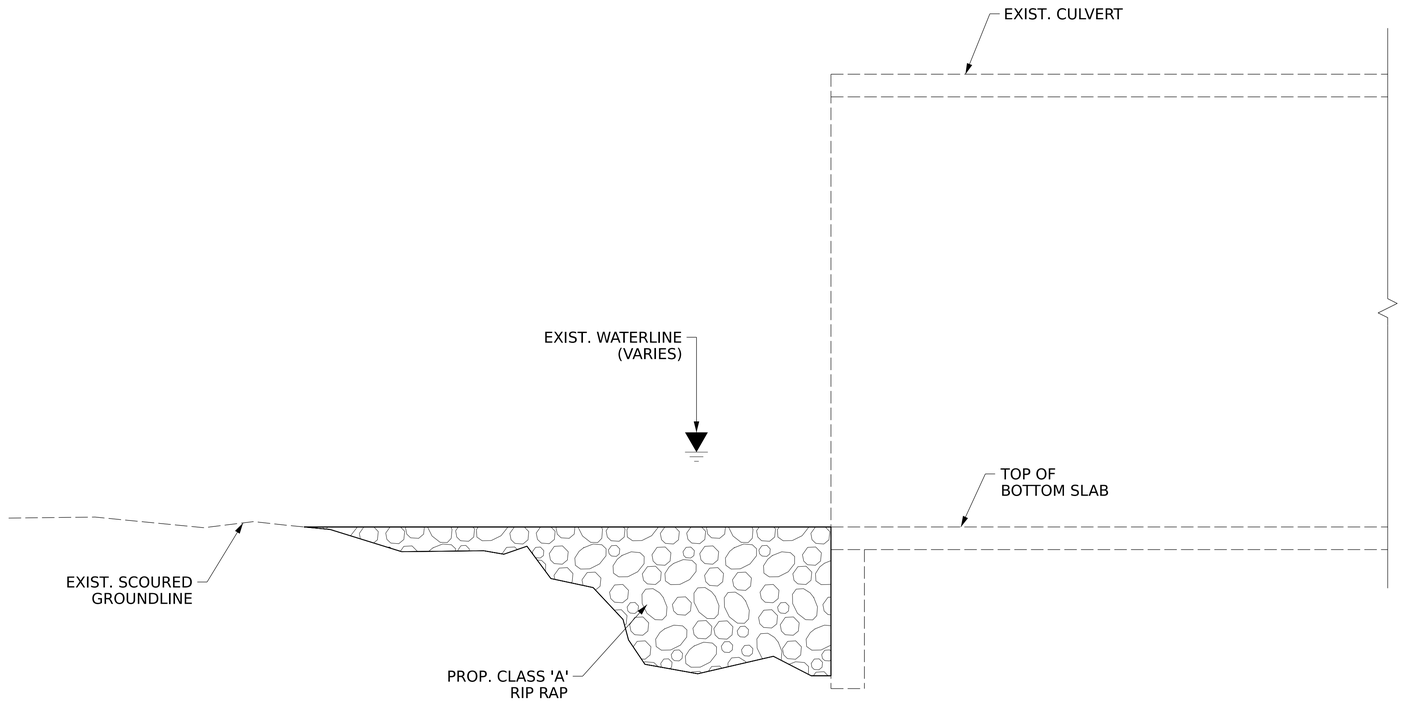
SHEET NO. S3
TOTAL SHEETS 6

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

9/30/2022
Apex_CR01.DGN
jdebone

NOTES

1. FOR CLASS 'A' RIP RAP, SEE STANDARD SPECIFICATIONS.
2. FILL SCOURED AREAS IN THE CHANNEL WITH CLASS 'A' RIP RAP TO THE LIMITS SHOWN IN THE DETAILS AND IN THE PLANS.
3. FILL SCOURED AREAS IN THE CHANNEL UP FLUSH WITH THE TOP OF THE BOTTOM SLAB AS SHOWN IN THE DETAILS AND EXTEND THE FILL LIMITS UNTIL THE EXISTING GROUND IS MET.
4. LIMITS AND PLACEMENT OF RIP RAP SHALL BE DIRECTED OR CHANGED BY THE ENGINEER AS NEEDED TO MATCH FIELD CONDITIONS.



NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: MULTIPLE

SCOUR REMEDIATION DETAILS

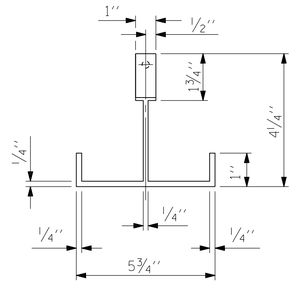
REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S4
1			3			TOTAL SHEETS
2			4			6

DRAWN BY : ALLEN J. MCSWAIN DATE : 07/2022
CHECKED BY : JACOB H. DUKE DATE : 07/2022
DESIGN ENGINEER OF RECORD: JACOB H. DUKE DATE : 07/2022

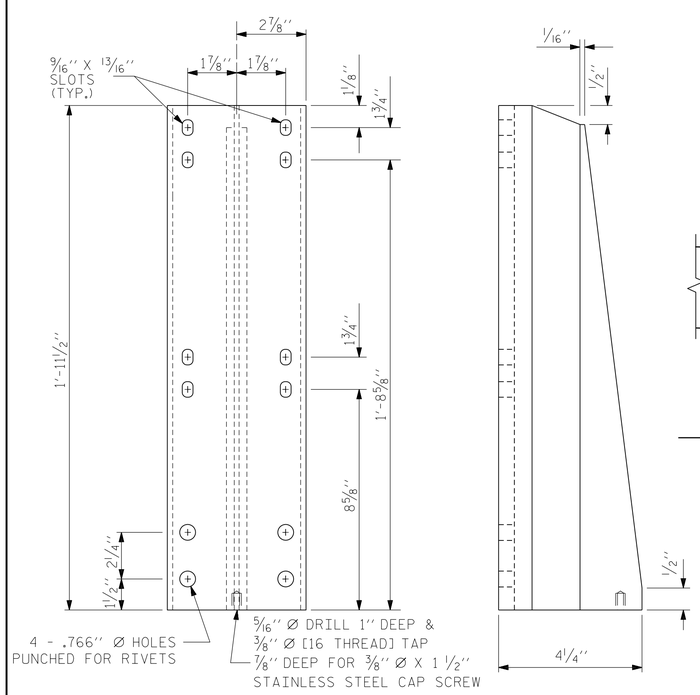
9/30/2022
Apex_SRD.DGN
jdebone

REPAIR NOTES

THE INFORMATION PROVIDED ON THIS SHEET IS FOR THE CONTRACTOR'S INFORMATION. NOT ALL INFORMATION MAY BE NEEDED IN ORDER TO COMPLETE THE REPAIRS.

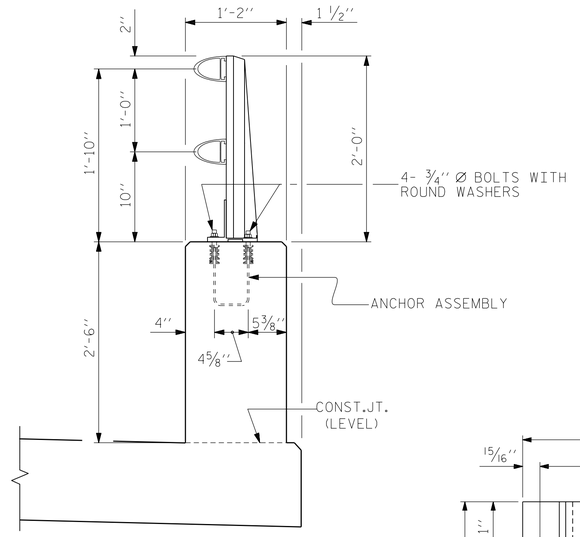


PLAN

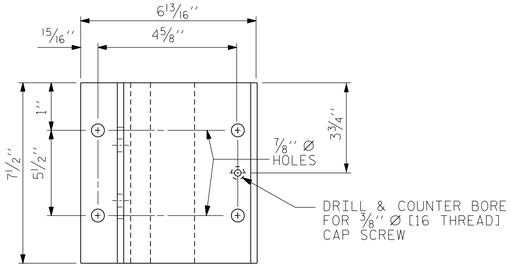


FRONT ELEVATION SIDE ELEVATION

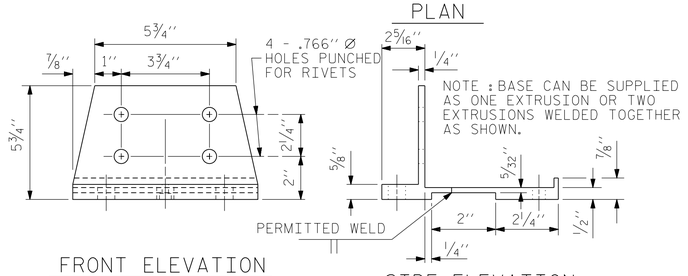
DETAILS OF POST



SECTION THRU PARAPET AND RAIL



PLAN



FRONT ELEVATION SIDE ELEVATION

POST BASE DETAILS

NOTES

AT THE CONTRACTOR'S OPTION, METAL RAIL MAY BE EITHER ALUMINUM OR GALVANIZED STEEL IN ACCORDANCE WITH THE REQUIREMENTS OF THE GENERAL NOTES AND THE FOLLOWING SPECIFICATIONS FOR THE ALTERNATE MATERIALS; HOWEVER, THE CONTRACTOR WILL BE REQUIRED TO USE THE SAME RAIL MATERIAL ON ALL STRUCTURES ON THE PROJECT FOR WHICH METAL RAIL IS DESIGNATED.

ALUMINUM RAILS

MATERIAL FOR POSTS, BASES AND RAILS, EXPANSION BARS AND CLAMP BARS SHALL BE ASTM B-221 ALLOY 6061-T6.

MATERIAL FOR RIVETS SHALL BE ASTM B316 ALLOY 6061-T6. RIVETS SHALL BE STANDARD BUTTON HEAD AND CONE POINT COLD DRIVEN AS PER DRAWING.

THE BASE OF RAIL POSTS, OR ANY OTHER ALUMINUM SURFACE IN CONTACT WITH CONCRETE SHALL BE THOROUGHLY COATED WITH AN ALUMINUM IMPREGNATED CAULKING COMPOUND OF APPROVED QUALITY.

MATERIAL FOR SHIMS TO BE ASTM B209 ALLOY 6061-T6.

GALVANIZED STEEL RAILS

MATERIAL AND GALVANIZING ARE TO CONFORM TO THE FOLLOWING SPECIFICATIONS:

POST, POST BASES, RAILS, EXPANSION BARS AND CLAMP BARS: AASHTO M270 GRADE 36 STRUCTURAL STEEL - GALVANIZED TO AASHTO M111.

RIVETS: RIVETS SHALL MEET THE REQUIREMENTS OF ASTM A502 FOR GRADE 1 RIVETS.

THE CUT ENDS OF GALVANIZED STEEL RAILING, AFTER GRINDING SMOOTH SHALL BE GIVEN TWO COATS OF ZINC RICH PAINT MEETING THE REQUIREMENTS OF FEDERAL SPECIFICATION MIL-P-26915 USAF TYPE 1, OR OF FEDERAL SPECIFICATIONS TT-P-641.

SHIMS: SHIMS SHALL MEET THE REQUIREMENTS OF ASTM A570 FOR GRADE 33 OR A611 FOR GRADE C AND SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M111.

RAIL CAPS: RAIL CAPS SHALL MEET THE REQUIREMENTS OF ASTM A570 FOR GRADE 33 OR A611 FOR GRADE C AND SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M111.

GENERAL NOTES

RAILING SHALL BE CONTINUOUS FROM END POST TO END POST OF BRIDGE. EACH JOINT IN RAIL LENGTH SHALL BE SPLICED AS DETAILED. PANEL LENGTHS OF RAIL SHALL BE ATTACHED TO A MINIMUM OF THREE POSTS.

CAP SCREWS SHALL BE ASTM F593 ALLOY 305 STAINLESS STEEL. WASHERS SHALL MEET THE REQUIREMENTS OF ASTM F844 EXCEPT THEY SHALL BE MADE FROM ALLOY 304 STAINLESS STEEL.

CERTIFIED MILL REPORTS ARE REQUIRED FOR RAILS AND POSTS. SHOP INSPECTION IS NOT REQUIRED.

METAL RAIL POSTS SHALL BE SET NORMAL TO CURB GRADE.

TO INSURE FUTURE IDENTIFICATION OF THE FABRICATOR, A PERMANENT IDENTIFYING MARK SHALL BE PLACED ON EACH POST. THE METHOD OF MARKING AND LOCATION SHALL BE SUCH THAT IT DOES NOT DETRACT FROM THE APPEARANCE OF THE POST, BUT REMAINS VISIBLE AFTER RAIL PLACEMENT.

SHIMS SHALL BE USED AS NECESSARY FOR POST ALIGNMENT.

ALLOY 6351-T5 MAY BE SUBSTITUTED FOR ALLOY 6061-T6 WHERE APPLICABLE.

MINOR VARIATIONS IN DETAILS OF METAL RAIL WILL BE CONSIDERED. DETAILS OF SUCH VARIATIONS, IF DESIRED, SHALL BE SUBMITTED FOR APPROVAL.

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: MULTIPLE

SHEET 1 OF 2

2-BAR METAL RAIL REPAIRS

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S5
1			3			TOTAL SHEETS
2			4			6

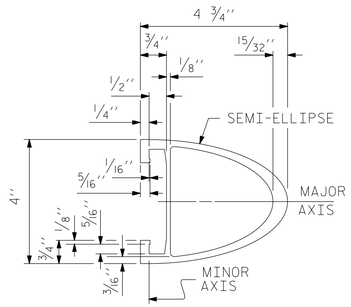
DRAWN BY :	ALLEN J. MCSWAIN	DATE : 07/2022
CHECKED BY :	JACOB H. DUKE	DATE : 07/2022
DESIGN ENGINEER OF RECORD:	JACOB H. DUKE	DATE : 07/2022

9/30/2022
Apex_2BMR01.DGN
jdebone

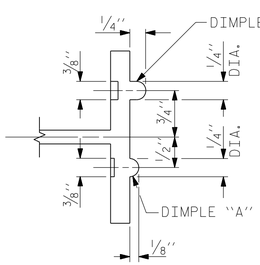
9/30/2022
Apex_2BMR01.DGN
jdebone

REPAIR NOTES

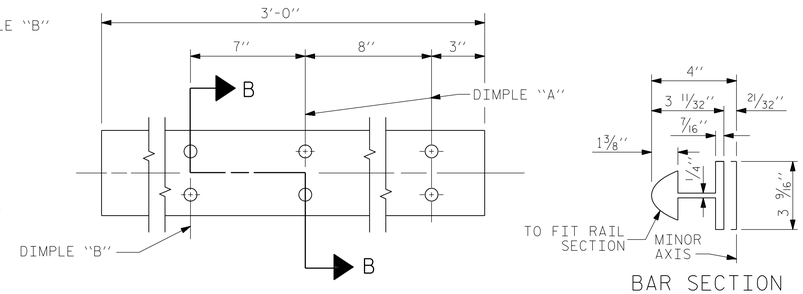
THE INFORMATION PROVIDED ON THIS SHEET IS FOR THE CONTRACTOR'S INFORMATION. NOT ALL INFORMATION MAY BE NEEDED IN ORDER TO COMPLETE THE REPAIRS.



RAIL SECTION

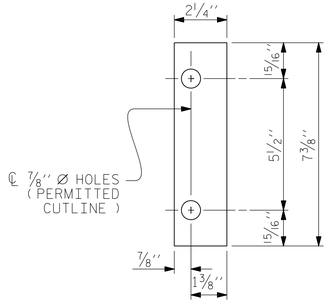


SECTION B - B

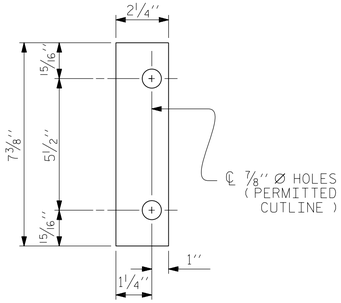


BAR SECTION

EXPANSION BAR DETAILS



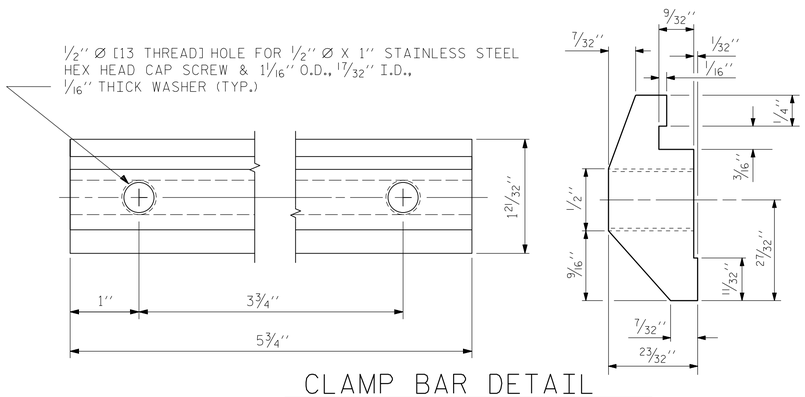
FRONT PLATE



REAR PLATE

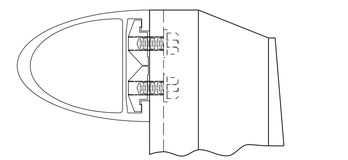
SHIM DETAILS

NOTE :
SHIMS MAY BE CUT ALONG PERMITTED CUTLINE OR SLOTTED TO EDGE OF PLATE TO FACILITATE PLACEMENT.

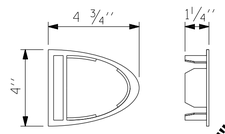


CLAMP BAR DETAIL

(4 REQUIRED PER POST)



CLAMP ASSEMBLY



RAIL CAP

APEX NORTH CAROLINA

BRIDGE PRESERVATION

BRIDGE NO.: MULTIPLE

SHEET 2 OF 2

NORTH CAROLINA PROFESSIONAL SEAL 043777 ENGINEER JACOB H DUKE

KCA KISINGER CAMPO & ASSOCIATES

2-BAR METAL RAIL REPAIRS

DRAWN BY :	ALLEN J. MCSWAIN	DATE :	07/2022
CHECKED BY :	JACOB H. DUKE	DATE :	07/2022
DESIGN ENGINEER OF RECORD:	JACOB H. DUKE	DATE :	07/2022

9/30/2022
Apex_2BMR01.DGN
jdebone

9/30/2022
Apex_2BMR01.DGN
jdebone

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S6
1			3			TOTAL SHEETS
2			4			6

STANDARD NOTES

DESIGN DATA:

SPECIFICATIONS	A.A.S.H.T.O. (CURRENT)
LIVE LOAD	SEE PLANS
IMPACT ALLOWANCE	SEE A.A.S.H.T.O.
STRESS IN EXTREME FIBER OF STRUCTURAL STEEL - AASHTO M270 GRADE 36	20,000 LBS. PER SQ. IN.
- AASHTO M270 GRADE 50W	27,000 LBS. PER SQ. IN.
- AASHTO M270 GRADE 50	27,000 LBS. PER SQ. IN.
REINFORCING STEEL IN TENSION - GRADE 60	24,000 LBS. PER SQ. IN.
CONCRETE IN COMPRESSION	1,200 LBS. PER SQ. IN.
CONCRETE IN SHEAR	SEE A.A.S.H.T.O.
STRUCTURAL TIMBER - TREATED OR UNTREATED EXTREME FIBER STRESS	1,800 LBS. PER SQ. IN.
COMPRESSION PERPENDICULAR TO GRAIN OF TIMBER	375 LBS. PER SQ. IN.
EQUIVALENT FLUID PRESSURE OF EARTH	30 LBS. PER CU. FT. (MINIMUM)

MATERIAL AND WORKMANSHIP:

EXCEPT AS MAY OTHERWISE BE SPECIFIED ON PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2018 ``STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" OF THE N. C. DEPARTMENT OF TRANSPORTATION.

STEEL SHEET PILING FOR PERMANENT OR TEMPORARY APPLICATIONS SHALL BE HOT ROLLED.

CONCRETE:

UNLESS OTHERWISE REQUIRED ON PLANS, CLASS A CONCRETE SHALL BE USED FOR ALL PORTIONS OF ALL STRUCTURES WITH THE EXCEPTION THAT: CLASS AA CONCRETE SHALL BE USED IN BRIDGE SUPERSTRUCTURES, ABUTMENT BACKWALLS, AND APPROACH SLABS; AND CLASS B CONCRETE SHALL BE USED FOR SLOPE PROTECTION AND RIP RAP.

CONCRETE CHAMFERS:

UNLESS OTHERWISE NOTED ON THE PLANS, ALL EXPOSED CORNERS ON STRUCTURES SHALL BE CHAMFERED $^{61}/_{64}$" WITH THE FOLLOWING EXCEPTIONS: TOP CORNERS OF CURBS MAY BE ROUNDED TO 1 $^{59}/_{64}$" RADIUS WHICH IS BUILT INTO CURB FORMS; CORNERS OF TRANSVERSE FLOOR EXPANSION JOINTS SHALL BE ROUNDED WITH A $^{57}/_{64}$" FINISHING TOOL UNLESS OTHERWISE REQUIRED ON PLANS; AND CORNERS OF EXPANSION JOINTS IN THE ROADWAY FACES AND TOPS OF CURBS AND SIDEWALKS SHALL BE ROUNDED TO A $^{57}/_{64}$" RADIUS WITH A FINISHING STONE OR TOOL UNLESS OTHERWISE REQUIRED ON PLANS.

DOWELS:

DOWELS WHEN INDICATED ON PLANS AS FOR CULVERT EXTENSIONS, SHALL BE EMBEDDED AT LEAST 12" INTO THE OLD CONCRETE AND GROUTED INTO PLACE WITH 1:2 CEMENT MORTAR.

ALLOWANCE FOR DEAD LOAD DEFLECTION, SETTLEMENT, ETC. IN CASTING SUPERSTRUCTURES:

BRIDGES SHALL BE BUILT ON THE GRADE OR VERTICAL CURVE SHOWN ON PLANS. SLABS, CURBS AND PARAPETS SHALL CONFORM TO THE GRADE OR CURVE.

ALL DIMENSIONS WHICH ARE GIVEN IN SECTION AND ARE AFFECTED BY DEAD LOAD DEFLECTIONS ARE DIMENSIONS AT CENTER LINE OF BEARING UNLESS OTHERWISE NOTED ON PLANS. IN SETTING FORMS FOR STEEL BEAM BRIDGES AND PRESTRESSED CONCRETE GIRDER BRIDGES, ADJUSTMENTS SHALL BE MADE DUE TO THE DEAD LOAD DEFLECTIONS FOR THE ELEVATIONS SHOWN. WHERE BLOCKS ARE SHOWN OVER BEAMS FOR BUILDING UP TO THE SLAB, THE VERTICAL DIMENSIONS OF THE BLOCKS SHALL BE ADJUSTED BETWEEN BEARINGS TO COMPENSATE FOR DEAD LOAD DEFLECTIONS, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER. WHERE BOTTOM OF SLAB IS IN LINE WITH BOTTOM OF TOP FLANGES, DEPTH OF SLAB BETWEEN BEARINGS SHALL BE ADJUSTED TO COMPENSATE FOR DEAD LOAD DEFLECTION, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER.

IN SETTING FALSEWORK AND FORMS FOR REINFORCED CONCRETE SPANS, AN ALLOWANCE SHALL BE MADE FOR DEAD LOAD DEFLECTIONS, SETTLEMENT OF FALSEWORK, AND PERMANENT CAMBER WHICH SHALL BE PROVIDED FOR IN ADDITION TO THE ELEVATIONS SHOWN. AFTER REMOVAL OF THE FALSEWORK, THE FINISHED STRUCTURES SHALL CONFORM TO THE PROFILE AND ELEVATIONS SHOWN ON THE PLANS AND CONSTRUCTION ELEVATIONS FURNISHED BY THE ENGINEER.

DETAILED DRAWINGS FOR FALSEWORK OR FORMS FOR BRIDGE SUPERSTRUCTURE AND ANY STRUCTURE OR PARTS OF A STRUCTURE AS NOTED ON THE PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE CONSTRUCTION OF THE FALSEWORK OR FORMS IS STARTED.

REINFORCING STEEL:

ALL REINFORCING STEEL SHALL BE DEFORMED. DIMENSIONS RELATIVE TO PLACEMENT OF REINFORCING ARE TO CENTERS OF BARS UNLESS OTHERWISE INDICATED IN THE PLANS. DIMENSIONS ON BAR DETAILS ARE TO CENTERS OF BARS OR ARE OUT TO OUT AS INDICATED ON PLANS.

WIRE BAR SUPPORTS SHALL BE PROVIDED FOR REINFORCING STEEL WHERE INDICATED ON THE PLANS. WHEN BAR SUPPORT PIECES ARE PLACED IN CONTINUOUS LINES, THEY SHALL BE SO PLACED THAT THE ENDS OF THE SUPPORTING WIRES SHALL BE LAPPED TO LOCK LEGS ON ADJOINING PIECES.

STRUCTURAL STEEL:

AT THE CONTRACTOR'S OPTION, HE MAY SUBSTITUTE ⅞" ~ SHEAR STUDS FOR THE $^{61}/_{64}$" ~ STUDS SPECIFIED ON THE PLANS. THIS SUBSTITUTION SHALL BE MADE AT THE RATE OF 3 - ⅞" ~ STUDS FOR 4 - $^{61}/_{64}$" ~ STUDS, AND STUD SPACING CHANGES SHALL BE MADE AS NECESSARY TO PROVIDE THE SAME EQUIVALENT NUMBER OF ⅞" ~ STUDS ALONG THE BEAM AS SHOWN FOR $^{61}/_{64}$" ~ STUDS BASED ON THE RATIO OF 3 - ⅞" ~ STUDS FOR 4 - $^{61}/_{64}$" ~ STUDS. STUDS OF THE LENGTH SPECIFIED ON THE PLANS MUST BE PROVIDED. THE MAXIMUM SPACING SHALL BE 2'-0".

EXCEPT AT THE INTERIOR SUPPORTS OF CONTINUOUS BEAMS WHERE THE COVER PLATE IS IN CONTACT WITH BEARING PLATE, THE CONTRACTOR MAY, AT HIS OPTION, SUBSTITUTE FOR THE COVER PLATES DESIGNATED ON THE PLANS COVER PLATES OF THE EQUIVALENT AREA PROVIDED THESE PLATES ARE AT LEAST □" IN THICKNESS AND DO NOT EXCEED A WIDTH EQUAL TO THE FLANGE WIDTH LESS 2" OR A THICKNESS EQUAL TO 2 TIMES THE FLANGE THICKNESS. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ANSI/AASHTO/AWS " BRIDGE WELDING CODE". ELECTROSLAG WELDING WILL NOT BE PERMITTED.

WITH THE SOLE EXCEPTION OF EDGES AT SURFACES WHICH BEAR ON OTHER SURFACES,ALL SHARP EDGES AND ENDS OF SHAPES AND PLATES SHALL BE SLIGHTLY ROUNDED BY SUITABLE MEANS TO A RADIUS OF APPROXIMATELY □INCH OR EQUIVALENT FLAT SURFACE AT A SUITABLE ANGLE PRIOR TO PAINTING, GALVANIZING, OR METALLIZING.

HANDRAILS AND POSTS:

METAL STANDARDS AND FACES OF THE CONCRETE END POSTS FOR THE METAL RAIL SHALL BE SET NORMAL TO THE GRADE OF THE CURB, UNLESS OTHERWISE SHOWN ON PLANS. THE METAL RAIL AND TOPS OF CONCRETE POSTS USED WITH THE ALUMINUM RAIL SHALL BE BUILT PARALLEL TO THE GRADE OF THE CURB.

METAL HANDRAILS SHALL BE IN ACCORDANCE WITH THE PLANS. RAILS SHALL BE AS MANUFACTURED FOR BRIDGE RAILING. CASTINGS SHALL BE OF A UNIFORM APPEARANCE. FINS AND OTHER DEFORMATIONS RESULTING FROM CASTING OR OTHERWISE SHALL BE REMOVED IN A MANNER SO THAT A UNIFORM COLORING OF THE COMPLETED CASTING SHALL BE OBTAINED. CASTINGS WITH DISCOLORATIONS OR OF NON-UNIFORM COLORING WILL NOT BE ACCEPTED. CERTIFIED MILL REPORTS ARE REQUIRED FOR METAL RAILS AND POSTS.

SPECIAL NOTES:

GENERALLY, IN CASE OF DISCREPANCY, THIS STANDARD SHEET OF NOTES SHALL GOVERN OVER THE SPECIFICATIONS, BUT THE REMAINDER OF THE PLANS SHALL GOVERN OVER NOTES HEREON, AND SPECIAL PROVISIONS SHALL GOVERN OVER ALL. SEE SPECIFICATIONS ARTICLE 105-4.

ENGLISH

JANUARY, 1990

STD. NO. SN

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 28, 2023

Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget & Performance Management

Requested Motion

Motion to approve a Master Services Agreement (MSA), effective November 30, 2023 through June 30, 2026, with Enpira, Inc for technology and software support for utility data and authorize the Interim Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

Enpira is a web-hosted software platform that enables electric utilities, building portfolios, and local government to better manage energy use. Enpira imports utility data of any commodity and any time resolution, combines it with weather data, and creates intuitive facility and portfolio level visualizations allowing for savings on energy procurement, better managing energy use, and ensuring efficient operations. Enpira will also assist in facility utility projections, utility projections and costs, return on investment analysis for sustainability projects, and fleet fuel use and cost analysis.

Attachments

- CN3-A1: Master Services Agreement - Contract Multi-Year - Enpira, Inc - Technology and Software Support for Utility Data - November 30, 2023 through June 30, 2026
    - Attachment: Software Terms of Use Agreement
    - Appendix 1: Scope of Services – Town of Apex Facility Portfolio

STATE OF NORTH CAROLINA **Contract Identification NWS 2024-0139**

COUNTY OF WAKE **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this the _____day of _____, 2023, by and between, Enpira Inc., a Delaware Corporation with its principal business offices located at 2530 Meridian Pkwy STE 300 Durham NC (prior to 12/31/2023) and 5000 Centre Green Way STE 500 Cary NC (after 1/1/2024) (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 Town buildings, facilities, and vehicles, the study of which is necessary to determine fuel, solar, and other utility usage and efficiency; 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:

Enpira will provide software and utility data services as detailed in individual Scopes of Services to be included as Appendices to this Agreement as well as in the attached "Attachment: Software Terms of Use Agreement." .

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. "Appendix 1: Scope of Services – Town of Apex Facility Portfolio" has already been provided and is attached and incorporated into this Agreement as if fully set forth herein.

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 July 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 Scopes 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 an initial amount of $40,425.00 as detailed in the attached Proposal #1054, dated 11/06/2023. For future services designated by individual Scopes of 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 gross 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. In the event of termination for default or for convenience, Contractor shall refund Town for any services paid for but not performed and will refund Town on a pro rata basis for any software license fees paid, based on the number of days remaining in the Fiscal Year(s) at the time of termination.

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: Daniel Kauffman, President
Contractor: Enpira Inc.
Address: 5000 CentreGreen Way STE 500
Cary NC 27513
Email: contact@enpira.io

TO TOWN: Town of Apex
Attention: Amanda Grogan
PO Box 250
Apex, NC 27502
Email: Amanda.grogan@apexnc.org

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 including the attached “ATTACHMENT: SOFTWARE TERMS OF USE AGREEMENT” and “APPENDIX 1 SCOPE OF SERVICES-TOWN OF APEX FACILITY PORTFOLIO” 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 _____day of_____, 2023.

Enpira, Inc.

Name: Daniel Kauffman

_____
(Signature)

Title: President & CEO

Attest:

_____
(Secretary, if a corporation)

Town of Apex

_____
Shawn Purvis, Interim 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.

_____
Antwan Morrison, Finance Director

ATTACHMENT: SOFTWARE TERMS OF USE AGREEMENT

This SOFTWARE TERMS OF USE AGREEMENT ("Agreement") outlines the terms by which Town of Apex ("Licensee") may access and use software licensed by ENPIRA INC. ("Licensor") (each, a "Party"; collectively, the "Parties").

1. USE OF SOFTWARE

1.1 As referred to herein, "Software" shall mean any and all proprietary software, libraries, technology, and owned and operated by Licensor, including but not limited to hosted software available for access at https://enpira.io.

1.2 Licensee acknowledges and agrees that the Software may be used only by Licensee's employees, contractors, or other agents who have been authorized by Licensee to use the Software in accordance with the terms and conditions of this Agreement under Licensee's supervision (each an "Authorized User"). Licensee shall remain responsible for ensuring that all Authorized Users who receive access to the Software through the Licensee, whether or not permitted under this Agreement, comply with the terms and conditions of this Agreement, and Licensee will remain liable for all use of the Software by those Authorized Users.

2. OWNERSHIP

2.1 The Software contains proprietary trade secrets of Licensor, having great commercial value to Licensor. All Software provided to Licensee under this Agreement is provided on a strictly confidential and limited-use basis as set forth in this Agreement. Title to all Software and all related patent, copyright, trademark, trade secret, intellectual property, and other ownership rights shall be and remain exclusively with Licensor.

2.2 All rights in and to the Software that are not expressly granted hereunder are reserved for Licensor. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property, or other ownership right to any Software is transferred to Licensee by virtue of this Agreement.

3. USE RESTRICTIONS

3.1 Except as otherwise permitted under this Agreement, Licensee shall not, and shall not permit any Authorized User to do any of the following:

(a) copy the Software, in whole or in part;

(b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in the Software;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the use, warranties, disclaimers, or proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software;

(g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law;

(h) use the Software for purposes of (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage; or

(i) use the Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

4. WARRANTIES AND DISCLAIMERS.

4.1 Representations and Warranties. Each Party represents and warrants that the execution, delivery, and performance by such Party of this Agreement are within its powers and have been duly authorized by all necessary action by such Party. Licensee represents, warrants, and covenants that it will comply fully with all federal, state, and local laws, rules, requirements, and regulations pertaining to the Software and its business and operations.

4.2 DISCLAIMER OF WARRANTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LICENSED SOFTWARE HAS BEEN PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1, LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SOFTWARE, INCLUDING THEIR ACCURACY, CURRENCY AND COMPLETENESS, AND ALL RESULTS OBTAINED THEREFROM.

4.3 LIMITATION OF LIABILITY. EXCEPT AS FOR LIABILITIES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL LICENSOR, ITS SUBSIDIARIES, OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, INACCURATE DISTRIBUTION, OR OTHER SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. LICENSOR HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF PROVIDED DATA.

4.4. INDEMNIFICATION. Notwithstanding anything to the contrary in this Agreement, Licensor will, at its own expense, indemnify, defend, and hold harmless Licensee and its directors, officers, employees, elected officials, and agents from any claim, demand, cause of action, debt, liability or suit (a) alleging that the Software infringes any copyright, trademark, patent, right of publicity, right of privacy, licenses or other intellectual property right, whether or not registered, and/or (b) alleging that Licensor has misappropriated any trade secret or other intellectual property right of any other person or entity, including, without limitation, any losses, damages, or expenses (including, without limitation, attorney's fees and costs) arising from or relating to any such claim or suit. Licensee will provide Licensor with reasonable assistance, at Licensor's expense, in settling and/or defending any such claim or suit.

APPENDIX 1: SCOPE OF SERVICES – TOWN OF APEX FACILITY PORTFOLIO

Service Description

Enpira is an energy and resource information management software service that enables licensees to consolidate and track utility information for buildings and other facilities. Enpira, with the permission of the licensee, collects the facility's electricity, natural gas, and/or water usage information from the respective utilities. Enpira complies available utility data into a secure web-accessible database, which authorized users can then access. The Enpira software service is provided by Enpira Inc.

Scope of Services

Enpira will complete the following Scope of Services for the Town of Apex:

- Construct a database representing all Apex facilities which are billed for any utility usage and cost
- Import the following data in the database on a monthly basis:
    - Duke Energy electricity usage and cost data
    - Town of Apex electricity usage and cost data
    - Dominion Energy natural gas usage and cost data
    - Town of Apex water usage data
    - Fleet vehicle fuel usage and cost data through Fleetio
    - Solar production data from Fronius solarweb
- Import historical usage data as far back as such data is readily available
- Create an output format from the Enpira database to populate the Apex Greenhouse Gas Emissions Dashboard (https://www.apexnc.org/1838/Greenhouse-Gas-Emissions-Dashboard)
- Provide export files to populate the Dashboard on a monthly basis, including:
    - GHG Emissions in MT CO_2e
    - Monthly electricity usage and cost by department
    - Monthly natural gas usage and cost by department
    - Fleet vehicle usage and cost by department
    - Water usage by department
- Import electric smart meter data as available from Duke Energy and the Town of Apex Utilities
- Provide access to all data for the Town of Apex personnel through Enpira's portal at http://enpira.io

Town of Apex Responsibilities

The Town of Apex is responsible for the following:

- Assigning a primary point of contact for this Work Scope to assist Enpira with data and account set-up
- Abiding by the terms of the Enpira Software Terms of Use Agreement included as Attachment
- Providing Enpira with a facility list containing all Town of Apex facilities that are billed for electricity, water and/or natural gas usage, with the facility list to include:
    - Facility name
    - Facility address
    - Facility group
    - Facility type
    - Square footage (where available)
    - Year built (where available)
    - Utility accounts numbers, where known
- Providing Enpira with historical and ongoing electricity and water usage and cost data in machine readable form into an SFTP folder specified by Enpira
- As requested by Enpira, providing Enpira with assistance in correcting utility data issues where required, and supporting Enpira's interactions with the data providing utilities as needed
- Collaborating with Enpira to identify all facilities associated with the Town of Apex utility data (both historical and ongoing), and to assist in naming and grouping all facilities
- Providing Enpira with a list of users at the Town of Apex including name, email, and facilities groups required in each user account
- Inspecting the account and informing Enpira of any identified data issues requiring correction, as well as any requested changes in facility name, facility information, facility group, and/or meter name

Tasks

The following details Enpira's tasks pertaining to the construction of the database and account access for The Town of Apex:

1. *Data Compilation:* Inventory and compilation of historical and ongoing utility data.
2. *Test Account Creation:* Test account in which all available utility usage and cost data is allocated to pre-defined virtual meters at predefined virtual facilities within Enpira's database.

3. *Test Account Iteration:* Collaboration with the Town of Apex point of contact on database set-up, utility account identification and assignment, facility and meter naming, and data reconciliation issues.
4. *Final Account Deployment:* Deployment of a permanent account for the Town of Apex based on the approved final test account.
5. *Training:* Training of Town of Apex personnel on Enpira software, collection of requests for modification and additional service functionality, and modification to the account set-up.
6. *Acceptance*: Formal acceptance by the Town of Apex of acceptability of Enpira's services, following which Enpira will invoice.
7. *Support*: Ongoing customer support including additional training as needed, alerts, and ad hoc requests.

Stage	Stage Conclusion
1. Data Compilation	Complete inventory of all data to be loaded into the database, mutually agreed between Enpira and Apex
2. Test Account Creation	Presentation of a full portfolio account working demo
3. Test Account Iteration	Acceptance by Apex of the demo account structure
4. Final Account Deployment	Access granted to the primary point of contact
5. Training	Access granted to all identified users
6. Acceptance	Formal acceptance by Apex of Enpira's service
7. Support	Ongoing

Timeframe

The Town of Apex requests completion of initial account set up by February 1st 2024 for use in Fiscal Year 2025 budgeting. Enpira database and functionally should enable Apex to use Enpira for this purpose by then. The deadline may be extended due to delays in contract finalization, Apex responsiveness to Enpira requests, or unforeseen data or portfolio complexity.

Payment

Enpira proposes the following payment for services:

Service	Amount
Account Initialization	$5,000
Prorated Fiscal Year 2024 software license (February – June 2024)	$10,425
Fiscal Year 2025 software license, valid July 1st 2024 – June 30th 2025	$25,000

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 28,2023

Item Details

Presenter(s): Erika Sacco, Director

Department(s): Information Technology

Requested Motion

Motion to approve a multi-year contract, effective November 1, 2023 through November 20, 2026, with Microsoft Corporation enterprise enrollment for volume licensing, and to authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Microsoft Corporation contract is for the enrollment for enterprise government volume licensing for three (3) years. This contract is renewed every three years and a purchase order (PO) is opened each year.

Attachments

- CN4-A1: Microsoft Corporation Contract Document(s) - Contract Multi-Year - Microsoft Corporation - Enterprise Enrollment - November 1, 2023 through November 30, 2026
  - Program Signature Form
  - Enterprise Enrollment
  - Enterprise Amendment to Contract Documents
  - Product Selection Form

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7274047

5-0000010700914

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97 (NEW)
Product Selection Form	2521867.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Apex, NC
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	65281062
Previous Enrollment number *(Reseller to complete)*	47790573

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Electronically Submitted

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

Electronically Submitted

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

Electronically submitted

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Electronically Submitted

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

Electronically Submitted

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

Electronically Submitted

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Electronically Submitted

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Apex, NC
Contact name: First* Erika **Middle** **Last*** Sacco
Contact email address* Erika.Sacco@apexnc.org
Street address* 73 Hunter Street
City* Apex
State* NC
Postal code* 27502-2312 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 919-249-3312
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Electronically Submitted

Contact name: First* Erika **Middle** **Last*** Sacco
Contact email address* Erika.Sacco@apexnc.org
Street address* 73 Hunter Street
City* Apex
State* NC
Postal code* 27502-2312 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 919-249-3312
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Erika **Middle** **Last*** Sacco
Contact email address* Erika.Sacco@apexnc.org
Phone* 919-249-3312
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Scott Doherty
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Scott Doherty*
Printed name* Scott Doherty
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

Electronically Submitted

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Town of Apex, NC
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	47790573	X	

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | 5-0000010700914

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

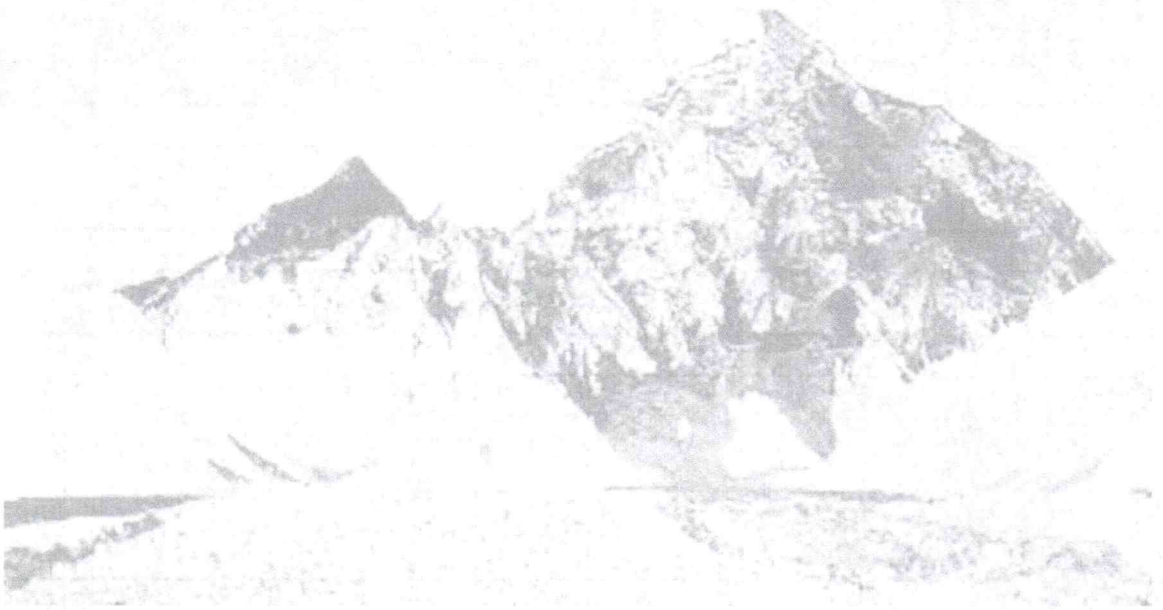
SKU Number	SKU Description	Existing Quantity	Incremental quantities
MQN-00001	Entra ID P2 GCC Sub Per User	2	0
4ES-00001	EOA Exchange Online GCC Sub Per User	80	0
U4S-00002	O365 G1 GCC Sub Per User	660	0
AAA-11894	O365 G3 GCC Sub Per User	28	40
T2N-00001	O365 G5 GCC Sub Per User	2	0
DDJ-00001	Power BI Pro GCC Sub Per User	2	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	659	69
KXJ-00001	Teams Shared Devices GCC Sub Per Device	10	0
LK9-00003	Teams Phone Standard GCC Sub Per User	450	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B



Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2521867.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	730	730	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G5 GCC	2
O365 G1 GCC	660
O365 G3 GCC	68

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	70	730	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 28, 2023

Item Details

Presenter(s): Matthew Reker, Utilities Engineer

Department(s): Water Resources

Requested Motion

Motion to adopt a Resolution accepting American Rescue Plan (ARP) grant funds from the NC Division of Water Infrastructure (DWI) to complete Asset Inventory and Assessment (AIA), and approve Capital Project Ordinance Amendment 2024-8, and to authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

NC Division of Water Infrastructure (DWI) administration of American Rescue Plan Act (ARPA) has reviewed and accepted the Town of Apex's application for grant funding to a total of $400,000. The Town will be utilizing a consultant engineering firm to complete a Sanitary Sewer Evaluation Survey (SSES) throughout all of Apex to analyze its current state, forecast future conditions, and provide recommendations. Project is planned to be completed in three phases (System Evaluation, Field Condition Services, and Asset Management Plan Development).

Capital Project Ordinance Amendment 2024-8 allocates the $400,000 grant award.

Attachments

- CN5-A1: Funding Offer - Resolution - Accepting American Rescue Grant Funds from NC Division of Water Infrastructure (DWI)
- CN5-A2: Resolution - Accepting American Rescue Grant Funds from NC Division of Water Infrastructure (DWI)
- CN5-A3: Capital Project Ordinance Amendment 2024-8 - Resolution - Accepting American Rescue Grant Funds from NC Division of Water Infrastructure (DWI)

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
SHADI ESKAF
Director

NORTH CAROLINA
Environmental Quality

September 5, 2023

Ms. Catherine Crosby
Town of Apex
PO Box 250
Apex, NC 27502

SUBJECT: Offer & Acceptance for American Rescue Plan Funding
Town of Apex
Evaluation of the Current State of the Collection System
Project No. AIA-W-ARP-0052
UEID No. NDRHHH8B3C85

Dear Ms. Crosby:

The Town of Apex has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **$400,000** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of $400,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**

2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.

3. Sales Tax Certification, if applicable (attached).

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

4. ARPA Engineering Services Procurement Certification (attached).

5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Reimbursement" page. Reimbursement requests should be sent to Susan Kubacki, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Susan Kubacki at susan.kubacki@deq.nc.gov or 919-707-9181.

Sincerely,

DocuSigned by:
Victor D'Amato
52CD62E9DA6B44F...

Victor A. D'Amato, PE
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: Catherine Crosby, Catherine.crosby@apexnc.org
Brian Porter, Hazen and Sawyer, Raleigh, NC, bporter@hazenandsawyer.com
Jennifer House (via email)
DWI Administrative Unit (via email)
Susan Kubacki (via email)
Matthew Rushing, EI (via email)
FILE: ARPA (Agreement Number 2000063133)

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Apex
PO Box 250
Apex, NC 27502

Project Number: **AIA-W-ARP-0052**

Recipient's UEID#: **NDRHHH8B3C85**

Drinking Water ☐ **Wastewater** ☒ **Both** ☐ **Distressed** ☐ **Not Distressed** ☒		**Total Grant Offered**
ARPA Training Grant	☐	
ARPA Asset Inventory & Assessment Grant (AIA)	☒	**$ 400,000**
ARPA Merger/Regionalization Feasibility Grant (MRF)	☐	

Project Description:

Evaluation of the Current State of the Collection System

Total Financial Assistance Offer: **$ 400,000**

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by:
Victor D'Amato — Signed on behalf of Shadi Eskaf — 9/6/2023
52CD62E9DA6B44F...
Signature — Date

On Behalf of (Applicant): _____
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature — Date

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

STANDARD CONDITIONS FOR ARP GRANTS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRF Compliance and Reporting Guidance not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.

2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.

3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.

4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.

5. Projects with a total cost of $10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.

6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.

7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).

8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

STANDARD ASSURANCES FOR AIA GRANTS

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....	.....
Signature	Date

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of $_____ to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, the (unit of government) intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That (unit of government) does hereby accept the American Rescue Plan (ARP) offer of $_____.

That the (unit of government) does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant:_____

Project Number:_____

☐ Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☐ The project includes sales taxes related to the purchase of equipment or the provision of applicable services, and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The project includes sales taxes related to the purchase of equipment or the provision of applicable services, and the unit of government will not request reimbursement from the DOR.

☐ The project will not include sales taxes.

_____

(Printed Name and Title of Authorized Representative)

_____

(Signature of Authorized Representative)

_____

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

NC DEQ Division of Water Infrastructure
Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines.

To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for reimbursement.

Applicant: Click or tap here to enter text.

Project Name: Click or tap here to enter text.

Division Funding Number: Click or tap here to enter text.

---

1) List the basic services being provided: (i.e., planning, design, inspection etc.)
   Click or tap here to enter text.
2) Describe the method of announcement for the project.
   Click or tap here to enter text.
3) List the firms the announcement was discussed with or that proposals were received from in order of quality.
   Click or tap here to enter text.
4) Was a contract negotiated with the best qualified firm? ☐ Yes ☐ No (Check one)
   If no, explain why.
   Click or tap here to enter text.

NOTE: Documentation of Qualification-Based-Selection of Engineering Services shall be provided to the Division upon request (to include announcement and qualifications requested).

By signing below, I Click or tap here to enter text., the Authorized Representative designated for this project in the project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that is fair and reasonable based on scope, complexity, professional nature, and the estimated value of the services being provided and the firm selected, was selected based on their qualifications.

_____
(signed name, title and date)

(DWI staff use only – Check and initial here if debarment status checked and firm is NOT debarred ☐ _____)

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

Clean Water Act, Section 602(b)(14)	(14) a contract to be carried out using funds directly made available by a capitalization grant under this title for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services shall be negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement (as determined by the Governor of the State). From: water_resources_reform_and_development_act_guidance.pdf (epa.gov) *The requirements of 40 U.S.C. 1101 et seq. are:* • *Public announcement of the solicitation (e.g., a Request for Qualifications);* • *Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation); o Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);* • *Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;* • *Selection of at least three firms considered to be the most highly qualified to provide the services required; and* • *Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;* ▪ *In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.*
Uniform Guidance 2 CFR 200.319(b)	**Competition.** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
NC General Statute 143-64.31	**Procurement of Architectural, Engineering, and Surveying Services (NC "Mini-Brooks")** …It is the public policy of this State… and Local Governmental Units…, to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services,…, to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. …

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

NC General Statute 143-64.32	**NOTE: CWSRF and ARPA funding: NCGS 143-64.32 cannot be used to exempt a local government unit from abiding by NCGS 143-63.31. This is because there is no minimum dollar exemption allowed in the Federal Brooks Act, the Clean Water Act Section 602(b)(14), or 2 CFR 200.319.** **Written exemption of particular contracts.** Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars ($50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)
21 NCAC 56.0701(f)	SECTION .0700 – RULES OF PROFESSIONAL CONDUCT, adopted in accordance with NC General Statute 89C-20 (Board Rules for Professional Engineers, etc.) (f) A licensee shall solicit or accept work only on the basis of qualifications and: (1) Shall not offer to pay, either directly or indirectly, any commission, political contribution, gift, or other consideration in order to secure work, exclusive of securing salaried positions through employment agencies; (2) Shall compete for employment on the basis of professional qualification and competence to perform the work. The licensee shall not solicit or submit proposals for professional services containing a false, fraudulent, misleading, deceptive or unfair statement or claim regarding the cost, quality or extent of services to be rendered; (3) Shall, with regard to fee bidding on public projects, comply with the provisions of G.S. 143-64.31 et seq., (or for federal projects, the Brooks Act, 40 U.S. Code 541 et seq.) and shall not knowingly cooperate in a violation of any provision of G.S. 143-64.31 et seq. (or of 40 U.S. Code 541 et seq.); …

DocuSign Envelope ID: 8AF7DF96-A475-4C63-953C-BEF7176975D2

ARPA AIA/MRF REIMBURSEMENT REQUEST FORM

Division of Water Infrastructure **Project No.** _____

Period Covered by this Report: **From** _____ **To** _____

Grant Amount =		Match % Required =	
		Match amount =	$ -

Match and Grant Fee are N/A for ARPA funded projects

Recipient Organization
Name: Town, City or County etc. **Payment No.** _____
Address: **Page No.** _____
City, State & Zip:

Use additional sheets if needed. Use a "Misc." column if needed.	*Consultant Name*	*Consultant Name*	*Consultant Name*	***Constultant Deductions towards Match, if In-Kind or Grant Fee see below***	
Classification of	**A**	**B**	**C**	**D**	**Total**
Cumulative Totals					$ -
					$ -
					$ -
					$ -
					$ -
Total Cumulative to date	$ -	$ -	$ -	$ -	$ -
Previously Received					$ -
Amount Requested	$ -	$ -	$ -	$ -	$ -
				No Match	
In-Kind Contribution	**In-Kind Contribution, Grant Fee, and Match are N/A for ARPA funded projects**				
Grant Fee					
Total Match *				$ -	
Percent Complete					

Certification

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms and conditions of the award.

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient. ☐

OR

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days. ☐

Recipient **Signature of Authorized Representative** **Date**

Type or Print Name and Title

DWI comments

RESOLUTION NO. 23-1114-__
RESOLUTION ACCEPTING AMERICAN RESCUE PLAN FUNDS

WHEREAS, the American Rescue Plan ("ARP") funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water and wastewater infrastructure needs;

WHEREAS, the North Carolina Department of Environmental Quality has offered ARP funding in the amount of $400,000.00 to perform an Asset Inventory and Assessment study detailed in the submitted application; and

WHEREAS, the Town of Apex intends to perform said project in accordance with the agreed scope of work.

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

1. The Town of Apex hereby accepts the ARP offer of $400,000.00;

2. The Town of Apex does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to; and

3. The Town of Apex hereby authorizes the Town Manager or their designee to execute all documents associated with the ARP offer as may be required by the Division of Water Infrastructure, furnish such information as the appropriate State agency may request in connection with such application or the project, and to make the assurances contained in the Award Offer.

Adopted this the 28th of November 2023 at Apex, North Carolina.

Upon motion duly made by Council Member _____ and duly seconded by Council Member _____, the above resolution was duly adopted by the Apex Town Council at the meeting held on the 28th of November 2023, in the Town Hall.

This the _____ day of _____, 2023.

TOWN OF APEX

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2024-8

ARPA Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

State Grants	400,000
Total Revenues	**$400,000**

Section 2. The expenditures anticipated are:

Wastewater Asset Inventory & Assessment	400,000
Total Expenditures	**$400,000**

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 November, 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: November 28, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of October 24, 2023.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- CN7-A1: Statement of Town Council - Unified Development Ordinance (UDO) Amendments - October 24, 2023 - Statement

STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF OCTOBER 24, 2023

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, 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 UDO Amendments before the Town Council on the 24th day of October 2023.

The Apex Town Council held a public hearing on the 24th day of October 2023. Amanda Bunce, Current Planning Manager presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

All persons who desired to present information relevant to the UDO were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 24th day of October 2023 by a vote of 5-0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of October 24, 2023 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to UDO Sec. 8.6 *Exterior Lighting* modernize lighting standards for LED lights; restrict non-cutoff light fixtures; create standards to reduce backlighting, uplighting, and glare; lower the maximum lighting allowed for bicycle parking; change wattage standards to lumens; create standards for lighting levels after business hours; and add definitions applicable to this Section.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

_____
Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: November 28, 2023

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Action

Recognition of Apex Friendship High School (AFHS) Senior, Julianne Izod and Freshman, Caralyn Izod, on their recent achievement of winning the High School 4A Tennis Doubles State Championship.

Approval Recommended?

Yes

Item Details

Julianne Izod and Caralyn Izod recently won the 2023 High School 4A Tennis Doubles State Championship. This is only the 4th ever state championship title in Apex Friendship High School history (in any sport). Both athletes are described as having a positive attitude and displaying determination, grit, and excellence both on the court and in the classroom.

Attachments

- Letter of Honor – Julianne Izod (framed and provided under a separate cover)
- Letter of Honor – Caralyn Izod (framed and provided under a separate cover)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: November 28, 2023

Item Details

Presenter(s): Mayor Jacques K. Gilbert, Sponsor
Seaira Green, Executive Director

Department(s): Governing Body
Western Wake Crisis Ministry (WWCM)

Requested Motion

Receive as information a presentation regarding current initiatives of the Western Wake Crisis Ministry (WWCM) located in Apex.

Approval Recommended?

N/A

Item Details

The Western Wake Crisis Ministry (WWCM) Board of Directors recently appointed Seaira Green to serve as the new Executive Director. Ms. Green has more than 15 years as a results-oriented fundraising and nonprofit leader. Most recently, Ms. Green has served as the Chief Program Officer at Triangle Family Services where she demonstrated her ability to be a strategic leader in nonprofit management utilizing her macro and detail perspective and experience. Ms. Green's first official day as Executive Director was September 18, 2023.

Mayor Gilbert and Ms. Green recently met for introductions and to discuss current agency initiatives. Mayor Gilbert invited Ms. Green to make a presentation at an upcoming Council Meeting. This opportunity will provide Council and the community with an update on current agency programs and initiatives.

Attachments

- PR2-A1: Western Wake Ministry Presentation



Western Wake
CRISIS MINISTRY

Building a brighter future for all by cultivating a healthy, hunger-free and housing-stable community.

wwcm.org ~ 919-362-0657

Vision: A brighter future for all by cultivating a healthy, hunger-free and housing-stable community.

Mission: Partnering with those in crisis, helping them gain stability through basic supports for food, financial/housing assistance, education, and opportunity.

Values: Compassion, Community, Equity, Optimism, Relationship, Vision, and Impact

Services

FOOD SECURITY

- Curbside Pickup & Open-Air Market – weekdays (M-Th)
- Saturday Distribution (monthly)
- Latinx/Hispanic Outreach
- Home Delivery (monthly)
- Emergency Food Support

HOUSING SECURITY

- Rental Assistance
- Utility Assistance Program
- Short-term Case Management
- Resource Assistance

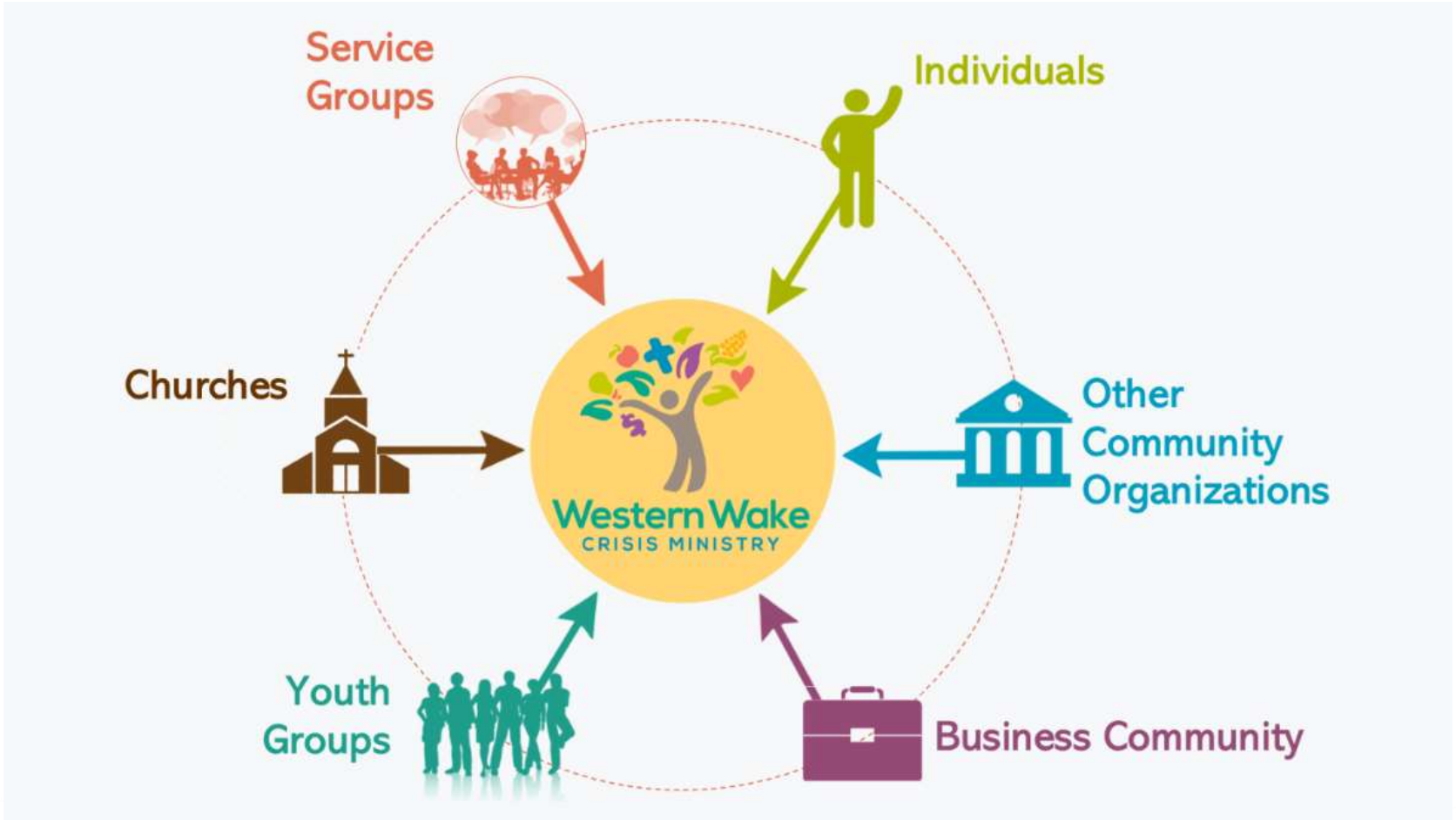
WWCM & Covid Response

- Curbside food distribution & home delivery
- Limited volunteers & staff in building
- Monthly meat & produce distribution to all Wake County
- Resource Assistance provided virtually or by appointment outside
- Collaboration with Emergency Meal Program, Local Agencies & Churches

Operational Snapshot

- Serve Approximately 400 families per month with food assistance
- Serve Approximately 55+ families per month with financial support (rent & utilities), Receives approximately 330 calls for screening
- Partnered with Town of Apex to assist customers with past due utility bills

- WWCM only has 5 employees, 2 of which are part-time
  - Approximately 100 regular volunteers
  - Interdependent relationships with volunteers
  - Numerous donors and partners that support the overall operations of WWCM including the Interfaith Food Network, Food bank of NC, Food Lion, United way, Apex Chamber of Commerce and Wake County.


Service Groups
Individuals
Churches
Other Community Organizations
Western Wake
CRISIS MINISTRY
Youth Groups
Business Community

What's Happening at WWCM

- Several food collection drives for Thanksgiving Meal-Goal is to serve 300 families
- Holidays and Beyond campaign to combat food security past the holidays
- Collaboration with Apex Police Department to support a family that actively fleeing domestic violence
- Hiring additional support staff to meet the needs of the community.
- Working directly with landlords, hotels, property managers to facilitate housing
- Hosting Coffee & Chat sessions, community tours and Lunch and Learns

What can Groups Do?

- Food and/or Fund Drives
- Distribute information about WWCM via newsletter, social media
- Volunteer
- Invite WWCM to speak or present at events

Where to Find Us

1600 Olive Chapel Road, Suite 408 (540 Flex), Apex, NC 27502

919-362-0657

WWCM.ORG


@westernwakecrisisministry


@westernwakecrisisministry


@wwcm2017

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: November 28, 2023

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex 5.226 acres, located in Alderwood (two remaining parcels), Annexation No. 765 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

- PH1-A1: Annexation Ordinance - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- PH1-A2: Public Hearing Notice - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- PH1-A3: Legal Description - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- PH1-A4: Aerial Map - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- PH1-A5: Plat Map - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- PH1-A6: Annexation Petition - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres

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. 765
ALDERWOOD – TWO REMAINING PARCELS – 5.226 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 November 28, 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 November 28, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex, White Oak, Township (PIN#: 0722-68-9065 and PIN#: 0722-68-7241 (4.145 acres), and 1.081 Acre Right-of-Way (ROW) see survey map), Land Surveyor dated October 23, 2023" 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 28th day of November, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

Legal Description of a 4.145 Acre Area

To Be Annexed into the Town of Apex PINs: 0722-68-9065 & 0722-68-7241

DB 19165, PG 2155 & DB 19165, PG 2160

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence with the northerly right-of-way of Jenks Road, S 75° 56′ 34″ W 291.94′ to an iron pipe found, said iron pipe being along the northeastern intersection of Jenks Road and Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances: N 39° 21′ 54″ W 21.52′ to an iron pipe set;

N 34° 18′ 40″ W 40.74′ to an iron pipe set;

N 34° 18′ 40″ W 48.45′ to an iron pipe set;

N 25° 39′ 20″ W 57.64′ to an iron pipe set;

N 24° 20′ 12″ W 78.57′ to an iron pipe set;

N 23° 50′ 28″ W 74.50′ to an iron pipe set;

N 23° 59′ 14″ W 87.67′ to an iron pipe set;

N 23° 48′ 42″ W 58.44′ to an iron pipe set;

N 22° 46′ 50″ W 22.70′ to an iron pipe set;

N 23° 34′ 47″ W 71.73′ to an iron pipe set;

N 24° 33′ 56″ W 83.70′ to an iron pipe set;

Thence leaving the easterly right-of-way of Wimberly Road, N 88° 00′ 39″ E 244.98′ to an iron pipe found;

Thence N 88° 00′ 38″ E 195.61′ to an iron pipe found;

Thence S 09° 41′ 58″ E 21.06′ to a computed point;

Thence S 86° 06′ 28″ W 61.68′ to a computed point;

Thence S 47° 45′ 30″ W 36.06′ to a computed point;

Thence N 66° 40′ 13″ W 9.19′ to a computed point;

Thence S 04° 08′ 37″ W 10.30′ to a computed point;

Thence S 31° 29′ 19″ E 2.05′ to a computed point;

Thence S 62° 21′ 21″ E 10.07′ to a computed point;

Thence S 09° 49′ 58″ E 187.40′ to a computed point;

Thence S 04° 38′ 25″ E 93.33′ to a computed point;

Thence N 79° 51′ 43″ E 100.96′ to a computed point;

Thence S 09° 41′ 58″ E 7.79′ to an iron pipe set;

Thence S 10° 37′ 25″ E 17.37′ to an iron pipe set;

Thence S 53° 07′ 45″ E 32.93′ to an iron pipe set;

Thence S 14° 19′ 08″ E 161.07′ to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 180,551 square feet or 4.145 acres, more or less.

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

Legal Description of a

1.081 Acre Right-of-Way

To Be Annexed into the Town of Apex Jenks Road & Wimberly Road

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence through the right-of-way of Jenks Road, S 14° 19′ 08″ E 63.31′ to a computed point, said computed point being along the southerly right-of-way of Jenks Road;

Thence with the southerly right-of-way of Jenks Road S 75° 23′ 49″ W 231.09′ to an iron pipe found; Thence through the intersection of Jenks Road and Wimberly Road, S 75° 23′ 49″ W 115.22′ to a computed point, said computed point being with the intersection of Jenks Road and Wimberly Road; Thence N 00° 09′ 11″ W 65.10′ to a computed point;

Thence continuing within the right-of-way of Wimberly road and with the westerly line described in Deed Book 19165, Page 2160 the following courses and distances:

N 31° 59′ 37″ W 51.05′ to a computed point;

N 31° 59′ 37″ W 179.43′ to a computed point;

N 22° 04′ 06″ W 425.44′ to a computed point;

N 88° 00′ 39″ E 35.55′ to an iron pipe set, said iron pipe being along the easterly right-of-way of Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances: S 24° 33′ 56″ E 83.70′ to an iron pipe set;

S 23° 34′ 47″ E 71.73′ to an iron pipe set;

S 22° 46′ 50″ E 22.70′ to an iron pipe set;

S 23° 48′ 42″ E 58.44′ to an iron pipe set;

S 23° 59′ 14″ E 87.67′ to an iron pipe set;

S 23° 50′ 28″ E 74.50′ to an iron pipe set;

S 24° 20′ 12″ E 78.57′ to an iron pipe set;

S 25° 39′ 20″ E 57.64′ to an iron pipe set;

S 34° 18′ 40″ E 48.45′ to an iron pipe set;

S 34° 18′ 40″ E 40.74′ to an iron pipe set;

S 39° 21′ 54″ E 21.52′ to an iron pipe found, said iron pipe being along the northeastern intersection of Wimberly Road and Jenks Road; N 75° 56′ 34″ E 291.94′ to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 47,095 square feet or 1.081 acres, more or less.

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

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 28th day of November, 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 28th day of November, 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. (November 16, 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 **28th day of November, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 765
Alderwood – Two Remaining Parcels – 5.226 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. 765" 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, November 28, 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.

###

Bohler Engineering NC, PLLC
4130 Parklake Avenue, Suite 200
Raleigh, NC 27612
919.578.9000

Date: October 3, 2023

Legal Description of a 4.145 Acre Area To Be Annexed into the Town of Apex PINs: 0722-68-9065 & 0722-68-7241 DB 19165, PG 2155 & DB 19165, PG 2160

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence with the northerly right-of-way of Jenks Road, S 75° 56’ 34” W 291.94’ to an iron pipe found, said iron pipe being along the northeastern intersection of Jenks Road and Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances:
N 39° 21’ 54” W 21.52’ to an iron pipe set;
N 34° 18’ 40” W 40.74’ to an iron pipe set;
N 34° 18’ 40” W 48.45’ to an iron pipe set;
N 25° 39’ 20” W 57.64’ to an iron pipe set;
N 24° 20’ 12” W 78.57’ to an iron pipe set;
N 23° 50’ 28” W 74.50’ to an iron pipe set;
N 23° 59’ 14” W 87.67’ to an iron pipe set;
N 23° 48’ 42” W 58.44’ to an iron pipe set;
N 22° 46’ 50” W 22.70’ to an iron pipe set;
N 23° 34’ 47” W 71.73’ to an iron pipe set;
N 24° 33’ 56” W 83.70’ to an iron pipe set;

Thence leaving the easterly right-of-way of Wimberly Road, N 88° 00’ 39” E 244.98’ to an iron pipe found;
Thence N 88° 00’ 38” E 195.61’ to an iron pipe found;
Thence S 09° 41’ 58” E 21.06’ to a computed point;
Thence S 86° 06’ 28” W 61.68’ to a computed point;
Thence S 47° 45’ 30” W 36.06’ to a computed point;
Thence N 66° 40’ 13” W 9.19’ to a computed point;
Thence S 04° 08’ 37” W 10.30’ to a computed point;
Thence S 31° 29’ 19” E 2.05’ to a computed point;
Thence S 62° 21’ 21” E 10.07’ to a computed point;
Thence S 09° 49’ 58” E 187.40’ to a computed point;
Thence S 04° 38’ 25” E 93.33’ to a computed point;
Thence N 79° 51’ 43” E 100.96’ to a computed point;

Thence S 09° 41’ 58” E 7.79’ to an iron pipe set;

Thence S 10° 37’ 25” E 17.37’ to an iron pipe set;
Thence S 53° 07’ 45” E 32.93’ to an iron pipe set;
Thence S 14° 19’ 08” E 161.07’ to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 180,551 square feet or 4.145 acres, more or less.

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

Bohler Engineering NC, PLLC
4130 Parklake Avenue, Suite 200
Raleigh, NC 27612
919.578.9000

Date: October 3, 2023

Legal Description of a 1.081 Acre Right-of-Way To Be Annexed into the Town of Apex Jenks Road & Wimberly Road

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence through the right-of-way of Jenks Road, S 14° 19’ 08” E 63.31’ to a computed point, said computed point being along the southerly right-of-way of Jenks Road;
Thence with the southerly right-of-way of Jenks Road S 75° 23’ 49” W 231.09’ to an iron pipe found;
Thence through the intersection of Jenks Road and Wimberly Road, S 75° 23’ 49” W 115.22’ to a computed point, said computed point being with the intersection of Jenks Road and Wimberly Road;
Thence N 00° 09’ 11” W 65.10’ to a computed point;

Thence continuing within the right-of-way of Wimberly road and with the westerly line described in Deed Book 19165, Page 2160 the following courses and distances:
N 31° 59’ 37” W 51.05’ to a computed point;
N 31° 59’ 37” W 179.43’ to a computed point;
N 22° 04’ 06” W 425.44’ to a computed point;
N 88° 00’ 39” E 35.55’ to an iron pipe set, said iron pipe being along the easterly right-of-way of Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances:
S 24° 33’ 56” E 83.70’ to an iron pipe set;
S 23° 34’ 47” E 71.73’ to an iron pipe set;
S 22° 46’ 50” E 22.70’ to an iron pipe set;
S 23° 48’ 42” E 58.44’ to an iron pipe set;
S 23° 59’ 14” E 87.67’ to an iron pipe set;
S 23° 50’ 28” E 74.50’ to an iron pipe set;
S 24° 20’ 12” E 78.57’ to an iron pipe set;
S 25° 39’ 20” E 57.64’ to an iron pipe set;
S 34° 18’ 40” E 48.45’ to an iron pipe set;
S 34° 18’ 40” E 40.74’ to an iron pipe set;
S 39° 21’ 54” E 21.52’ to an iron pipe found, said iron pipe being along the northeastern intersection of Wimberly Road and Jenks Road; N 75° 56’ 34” E 291.94’ to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 47,095 square feet or 1.081 acres, more or less.

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


Prepared by: Town of Apex Planning Department
November 2023
October 2023 Aerial Photography
Annexation #765
Wimberly Rd
The Preserve at White Oak Creek
Rambling Creek Rd
Sunnybranch Ln
Canarywood Ln
Alderwood
Bocote St
Macassar Ln
Hutch Ln
Jenks Rd
Townes at Westford
Haybeck Ln
Riverneck Aly
Forge Village Way
Westford Apartments
Brookside Hill Aly
Fletcherstone Way
0
200
400
Feet

NOTES:

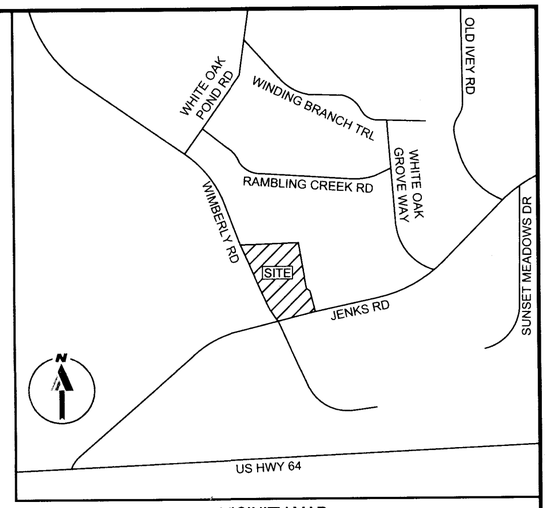
1. THE FIRM HAS NEITHER REVIEWED NOR RELIED UPON TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS A GUARANTEE OF MARKETABLE TITLE OR FOR DISCLOSURE OF TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCUMBER THE 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 3720072200K, PANEL 0722 EFFECTIVE DATE JULY 19, 2022.

ANNEXATION #_____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE ____ DAY OF _____, 2023, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____
DAY/MONTH/YEAR

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

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

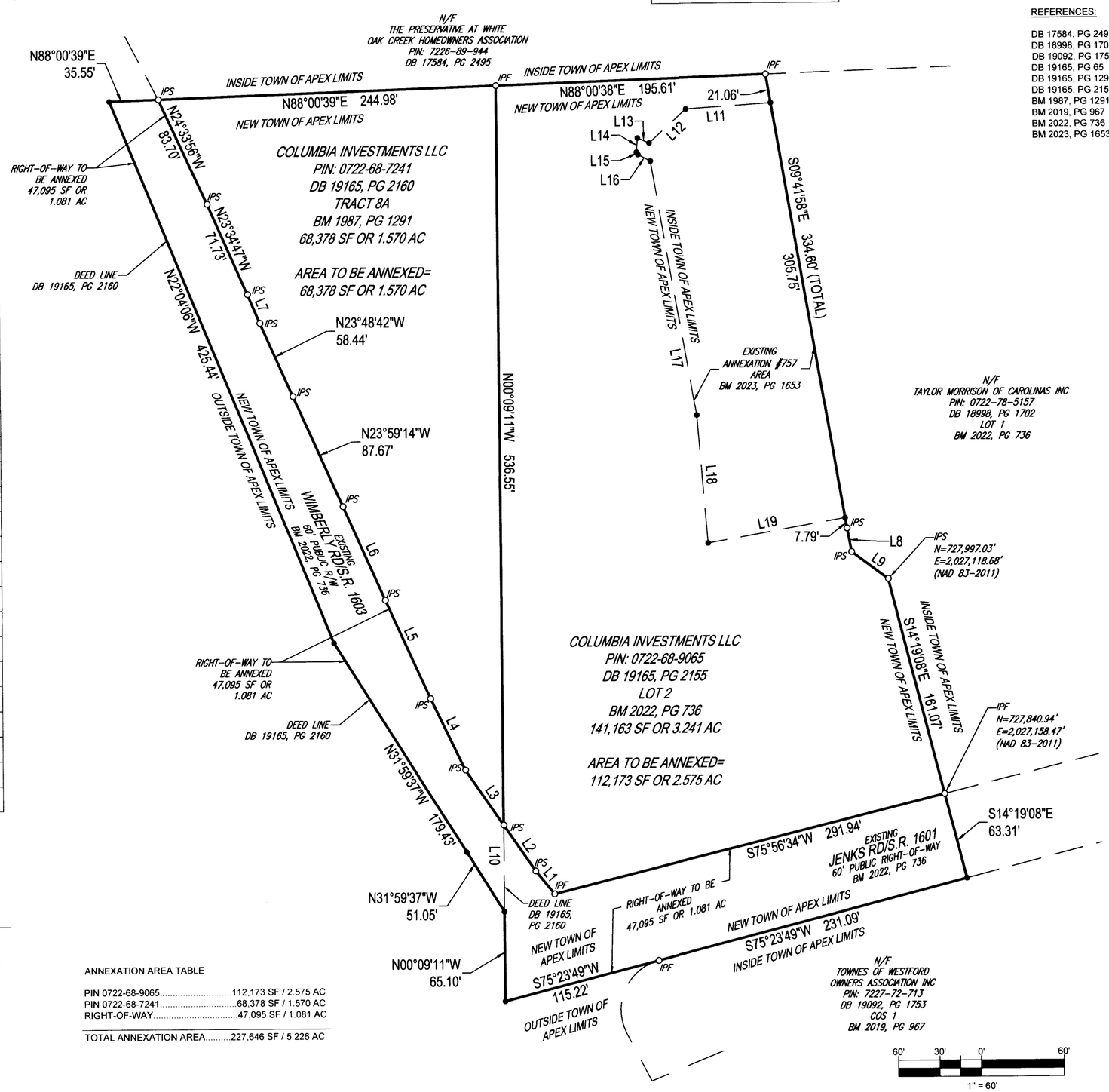


VICINITY MAP
NOT TO SCALE

TOTAL AREA TO BE ANNEXED=
227,646 SF OR 5.226 AC

REFERENCES:

DB 17584, PG 2495
DB 18998, PG 1702
DB 19092, PG 1753
DB 19165, PG 65
DB 19165, PG 1291
DB 19165, PG 2155
BM 1987, PG 1291
BM 2019, PG 967
BM 2022, PG 736
BM 2023, PG 1653



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N39° 21' 54"W	21.52'
L2	N34° 18' 40"W	40.74'
L3	N34° 18' 40"W	48.45'
L4	N25° 39' 20"W	57.64'
L5	N24° 20' 12"W	78.57'
L6	N23° 50' 28"W	74.50'
L7	N22° 46' 50"W	22.70'
L8	S10° 37' 25"E	17.37'
L9	S53° 07' 45"E	32.93'
L10	S00° 09' 11"E	62.93'
L11	S86° 06' 28"W	61.68'
L12	S47° 45' 30"W	36.06'
L13	N66° 40' 13"W	9.19'
L14	S04° 08' 37"W	10.30'
L15	S31° 29' 19"E	2.05'
L16	S62° 21' 21"E	10.07'
L17	S09° 49' 58"E	187.40'
L18	S04° 38' 25"E	93.33'
L19	N79° 51' 43"E	100.96'

LEGEND

- LINE SURVEYED
- LINE NOT SURVEYED
- O IPF — IRON PIPE FOUND
- O PKF — PK NAIL FOUND
- O IPS — IRON PIPE SET
- ● — COMPUTED POINT

ANNEXATION AREA TABLE

PIN 0722-68-9065	112,173 SF / 2.575 AC
PIN 0722-68-7241	68,378 SF / 1.570 AC
RIGHT-OF-WAY	47,095 SF / 1.081 AC
TOTAL ANNEXATION AREA	227,646 SF / 5.226 AC

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: 05/22/2023 - 06/21/2023
(5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2018 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.99992660
(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 23RD DAY OF OCTOBER A.D., 2023

SURVEYOR NC L-3920

NORTH CAROLINA PROFESSIONAL SEAL L-3920 SURVEYOR THOMAS E. TEABO 10/23/23

ANNEXATION MAP FOR THE TOWN OF APEX
FOR
COLUMBIA INVESTMENTS, LLC
PINS: 0722-68-9065 & 0722-68-7241
DB 19165, PG 2155
DB 19165, PG 2160
TOWN OF APEX
WHITE OAK, TOWNSHIP
WAKE COUNTY, NORTH CAROLINA
NCBELS: P-1132

FILE NO.	DATE	FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
NCB220133	10/23/2023	06/21/2023	PW	DET	TET	TET	1" = 60'	1 OF 1

BOHLER
4130 PARKLAKE AVENUE, SUITE 200 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.
THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED.

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.

#765 Alderwood Remaining Parcels

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 #:	2023-015	Submittal Date:	7-27-2023 (hardcopy)
Fee Paid	$ 200.00	Check #	CC

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

Columbia Investments LLC	0722687241 & 0722689065
Owner Name (Please Print)	Property PIN or Deed Book & Page #
310-962-1104	anilcrana@gmail.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: Bohler Engineering NC, PLLC

Phone: 919-578-9000 Fax:

E-mail Address: dteabo@bohlereng.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	5.226 ~~4.810~~	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:	0	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.

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 #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, COLUMBIA INVESTMENTS a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 20 day of July, 2023.

Name of Limited Liability Company COLUMBIA INVESTMENTS LLC

By: A.M. C
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lynn D. Hanna, a Notary Public for the above State and County, this the 20th day of July, 2023.

Lynn D Hanna
Notary Public

SEAL

LYNN D HANNA
Notary Public
North Carolina
Franklin County

My Commission Expires: 8/17/27

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: _____

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.

BOHLER

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

Date: June 27, 2023

Legal Description of a 4.810 Acre Area To Be Annexed into the Town of Apex PINs: 0722-68-9065 & 0722-68-7241 DB 19165, PG 2155 & DB 19165, PG 2160

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence through the right-of-way of Jenks Road, S 14° 19' 08" E 63.31' to a computed point, said computed point being along the southerly right-of-way of Jenks Road;
Thence with the southerly right-of-way of Jenks Road S 75° 23' 49" W 231.09' to an iron pipe found;
Thence through the right-of-way of Jenks Road N 57° 05' 09" W 89.61' to an iron pipe found, said iron pipe being along the northeastern intersection of Jenks Road and Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances:
N 39° 21' 54" W 21.52' to an iron pipe set;
N 34° 18' 40" W 40.74' to an iron pipe set;
N 34° 18' 40" W 48.45' to an iron pipe set;
N 25° 39' 20" W 57.64' to an iron pipe set;
N 24° 20' 12" W 78.57' to an iron pipe set;
N 23° 50' 28" W 74.50' to an iron pipe set;
N 23° 59' 14" W 87.67' to an iron pipe set;
N 23° 48' 42" W 58.44' to an iron pipe set;
N 22° 46' 50" W 22.70' to an iron pipe set;
N 23° 34' 47" W 71.73' to an iron pipe set;
N 24° 33' 56" W 83.70' to an iron pipe set;

Thence leaving the easterly right-of-way of Wimberly Road, N 88° 00' 39" E 244.98' to an iron pipe found;
Thence N 88° 00' 38" E 195.61' to an iron pipe found;
Thence S 09° 41' 58" E 334.60' to an iron pipe set;
Thence S 10° 37' 45" E 17.37' to an iron pipe set;
Thence S 53° 07' 45" E 32.93' to an iron pipe set;
Thence S 14° 19' 08" E 161.07' to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 209,541 square feet or 4.810 acres, more or less.

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

PRELIMINARY – NOT FOR RECORDATION, SALES OR CONVEYANCES

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: November 28, 2023

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex 111.02 acres, located at Veridea No. 1 (Tracts One through Six), Annexation No. 766 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

- PH2-A1: Annexation Ordinance - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- PH2-A2: Public Hearing Notice - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- PH2-A3: Legal Description - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- PH2-A4: Aerial Map - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- PH2-A5: Plat Map - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- PH2-A6: Annexation Petition - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres

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. 766
VERIDEA NO. 1 (TRACTS ONE THROUGH SIX) – 111.02 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 November 28, 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 November 28, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex, Veridea Parkway see survey maps (ten sheets), Land Surveyor dated October 30, 2023" 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 28th day of November, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

TRACT 1 – PIN#:0740052449

BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740052449 AND PIN#:0730971141 AND THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N705894.67, E2040300.31;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 456.34', WITH A RADIUS OF 4375.00', WITH A CHORD BEARING OF S 65°10'37" E, WITH A CHORD LENGTH OF 456.13' TO A POINT;

THENCE S 49°00'55" E A DISTANCE OF 133.17'TO A POINT;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 355.38', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 05°50'57" W, WITH A CHORD LENGTH OF 354.72' TO A POINT;

THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 205.93', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 03°43'21" E, WITH A CHORD LENGTH OF 205.80' TO A POINT;

THENCE N 71°59'15" W A DISTANCE OF 337.68' TO A POINT;

THENCE N 86°29'50" W A DISTANCE OF 829.07' TO A POINT;

THENCE N 00°41'54" E A DISTANCE OF 661.29' TO A POINT;

THENCE S 89°13'28" E A DISTANCE OF 647.67' TO A POINT;

THENCE N 02°26'42" E A DISTANCE OF 29.55' TO A POINT;

WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 757143 SQUARE FEET, 17.38 ACRES

TRACT 2 - PIN#:0740240814

BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740240814 WITH THE SOUTHERN RIGHT-OF- WAY LINE OF N.C. HIGHWAY 540 RAMP A VARIABLE WIDTH PUBLIC R/W AND VERIDEA PARKWAY A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N704952.25, E2041123.19;

THENCE S 76°02'09" E A DISTANCE OF 316.69' TO A POINT;

THENCE S 77°42'22" E A DISTANCE OF 224.13' TO A POINT;

THENCE N 74°21'52" E A DISTANCE OF 186.60' TO A POINT;

THENCE N 46°45'41" E A DISTANCE OF 297.04' TO A POINT;

THENCE N 47°49'13" E A DISTANCE OF 182.30' TO A POINT;

THENCE N 64°40'03" E A DISTANCE OF 179.28' TO A POINT;

THENCE S 06°34'16" E A DISTANCE OF 760.63' TO AN EIP;

THENCE N 78°40'10" W A DISTANCE OF 164.41' TO A POINT;

THENCE N 77°01'58" W A DISTANCE OF 181.30' TO A POINT;

THENCE N 65°53'37" W A DISTANCE OF 301.08' TO A POINT;

THENCE N 71°44'05" W A DISTANCE OF 459.52' TO A POINT;

THENCE N 71°58'44" W A DISTANCE OF 280.51' TO A POINT;

THENCE N 48°17'55" E A DISTANCE OF 3.48'TO A POINTCAL PT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 316750 SQUARE FEET,7.27 ACRES

TRACT 3 - PIN#:0740570836

BEGINNING AT A POINT BEING THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN:0740360895, HH TRINITY APEX INVESTMENTS LLC

PIN:0740570836 AND EMC CORPORATION PIN:0740572015 HAVING NC NAD83(2011) GRID COORDINATES OF N706939.13, E2044174.09;

THENCE N 50°47'04" W A DISTANCE OF 65.68' TO A POINT;

THENCE N 17°55'59" W A DISTANCE OF 57.53' TO A POINT;

THENCE N 01°46'11" E A DISTANCE OF 62.37' TO A POINT;

THENCE N 28°05'50" E A DISTANCE OF 49.79' TO A POINT;

THENCE N 43°31'32" W A DISTANCE OF 19.68' TO A POINT;

THENCE N 24°25'51" W A DISTANCE OF 50.19' TO A POINT;

THENCE N 21°09'42" E A DISTANCE OF 57.71' TO A POINT;

THENCE N 02°21'25" W A DISTANCE OF 94.31' TO A POINT;

THENCE N 59°45'58" W A DISTANCE OF 49.31' TO A POINT;

THENCE N 09°27'47" W A DISTANCE OF 43.45' TO A POINT;

THENCE N 14°12'54" E A DISTANCE OF 80.77' TO A POINT;

THENCE N 51°05'47" E A DISTANCE OF 56.70' TO A POINT;

THENCE N 87°15'20" E A DISTANCE OF 55.42' TO A POINT;

THENCE N 56°06'28" E A DISTANCE OF 86.68' TO A POINT;

THENCE N 30°45'52" E A DISTANCE OF 110.38' TO A POINT;

THENCE N 70°07'32" E A DISTANCE OF 26.68' TO A POINT;

THENCE N 11°19'19" E A DISTANCE OF 66.61' TO A POINT;

THENCE N 47°38'46" W A DISTANCE OF 65.27' TO A POINT;

THENCE N 22°13'07" E A DISTANCE OF 73.76' TO A POINT;

THENCE N 14°13'34" W A DISTANCE OF 126.09' TO A POINT;

THENCE N 03°39'03" E A DISTANCE OF 71.88' TO A POINT;

THENCE N 39°34'36" E A DISTANCE OF 67.10' TO A POINT;

THENCE N 62°37'55" E A DISTANCE OF 25.32' TO A POINT;

THENCE N 00°55'30" E A DISTANCE OF 73.95' TO A POINT;

THENCE N 22°30'19" E A DISTANCE OF 109.43' TO A POINT;

THENCE N 20°41'03" E A DISTANCE OF 54.54' TO A POINT;

THENCE N 44°47'48" E A DISTANCE OF 120.11' TO A POINT;

THENCE N 50°05'53" E A DISTANCE OF 58.84' TO A POINT;

THENCE N 73°47'56" E A DISTANCE OF 28.31' TO A POINT;

THENCE N 34°25'06" E A DISTANCE OF 68.19' TO A POINT;

THENCE N 61°13'05" E A DISTANCE OF 56.54' TO A POINT;

THENCE N 59°12'45" E A DISTANCE OF 129.71' TO A POINT;

THENCE N 37°57'17" E A DISTANCE OF 50.86' TO A POINT;

THENCE N 14°15'21" E A DISTANCE OF 52.34' TO A POINT;

THENCE N 43°29'38" E A DISTANCE OF 28.80' TO A POINT;

THENCE N 38°48'28" E A DISTANCE OF 24.98' TO A POINT;

THENCE N 88°57'01" W A DISTANCE OF 30.36' TO AN EIP;

THENCE N 42°37'27" E A DISTANCE OF 84.50' TO A POINT;

THENCE S 87°51'02" E A DISTANCE OF 208.48' TO AN EIP;

THENCE S 02°08'54" W A DISTANCE OF 544.41' TO A POINT;

THENCE N 89°31'36" E A DISTANCE OF 1910.59' TO A POINT;

THENCE S 02°11'42" W A DISTANCE OF 150.06' TO A POINT;

THENCE N 82°46'29" W A DISTANCE OF 59.32' TO A POINT;

THENCE N 38°01'48" W A DISTANCE OF 154.60' TO A POINT;

THENCE N 84°02'09" W A DISTANCE OF 86.70' TO A POINT;

THENCE S 20°44'56" W A DISTANCE OF 18.43' TO A POINT;

THENCE S 79°18'34" W A DISTANCE OF 39.77' TO A POINT;

THENCE S 13°19'46" E A DISTANCE OF 38.31' TO A POINT;

THENCE S 76°35'49" W A DISTANCE OF 53.23' TO A POINT;

THENCE S 26°54'51" W A DISTANCE OF 42.90' TO A POINT;

THENCE S 33°19'02" E A DISTANCE OF 29.87' TO A POINT;

THENCE S 51°46'22" W A DISTANCE OF 61.75' TO A POINT;

THENCE N 64°34'50" W A DISTANCE OF 58.31' TO A POINT;

THENCE S 29°34'47" W A DISTANCE OF 47.94' TO A POINT;

THENCE S 71°40'28" W A DISTANCE OF 23.79' TO A POINT;

THENCE N 39°32'53" W A DISTANCE OF 102.73' TO A POINT;

THENCE N 69°26'41" W A DISTANCE OF 124.25' TO A POINT;

THENCE S 57°24'05" W A DISTANCE OF 82.87' TO A POINT;

THENCE S 07°43'11" W A DISTANCE OF 131.15' TO A POINT;

THENCE S 83°27'25" W A DISTANCE OF 147.78' TO A POINT;

THENCE S 00°36'20" E A DISTANCE OF 95.70' TO A POINT;

THENCE S 80°37'14" W A DISTANCE OF 210.03' TO A POINT;

THENCE S 21°46'20" W A DISTANCE OF 49.36' TO A POINT;

THENCE S 88°52'20" W A DISTANCE OF 362.60' TO A POINT;

THENCE S 00°08'59" E A DISTANCE OF 315.01' TO A POINT;

THENCE S 41°39'40" W A DISTANCE OF 59.46' TO A POINT;

THENCE S 44°48'01" E A DISTANCE OF 60.58' TO A POINT;

THENCE S 20°16'03" W A DISTANCE OF 35.02' TO A POINT;

THENCE N 76°32'52" W A DISTANCE OF 126.07' TO A POINT;

THENCE S 34°49'57" W A DISTANCE OF 90.84' TO A POINT;

THENCE N 41°34'57" W A DISTANCE OF 26.79' TO A POINT;

THENCE S 44°48'57" W A DISTANCE OF 69.31' TO A POINT;

THENCE S 28°17'36" E A DISTANCE OF 74.29' TO A POINT;

THENCE S 47°29'27" W A DISTANCE OF 92.11' TO A POINT;

THENCE N 49°33'56" W A DISTANCE OF 78.37' TO A POINT;

THENCE S 87°17'25" W A DISTANCE OF 290.72' TO A POINT;

THENCE S 11°44'33" W A DISTANCE OF 20.66' TO A POINT;

THENCE S 64°16'17" W A DISTANCE OF 220.45' TO A POINT;

THENCE S 82°21'19" W A DISTANCE OF 72.19' TO A POINT;

THENCE N 36°16'44" W A DISTANCE OF 42.40' TO A POINT;

THENCE S 69°36'51" W A DISTANCE OF 126.77' TO A POINT;

THENCE S 62°06'56" W A DISTANCE OF 316.17' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1996590 SQUARE FEET, 45.84 ACRES

TRACT 4 – SHEETS 8 & 9 - PIN#'S:

0740992169,0740992069,0740992024,0740991702,0740991337,

0740991237,0740990140,0740982964,0740982929,0740982769,

0740982866,0740982630,0740982534,0740982309,0740886966,

0740982764,0740982659,0740982635,0740980647

BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF RXR LEN APEX OWNER LLC PIN#:0740980647 AND NC DEPARTMENT OF TRANSPORTATION PIN#:0740981395 , HAVING NC NAD83(2011) GRID COORDINATES OF N708324.91, E2049188.37;

THENCE N 87°21'16" W A DISTANCE OF 259.05' TO A POINT;

THENCE S 01°23'44" W A DISTANCE OF 347.79' TO A POINT;

THENCE N 86°56'48" W A DISTANCE OF 446.16' TO A POINT;

THENCE N 00°46'32" W A DISTANCE OF 2399.73' TO A POINT;

THENCE S 89°55'44" E A DISTANCE OF 403.93' TO A POINT;

THENCE S 04°23'01" E A DISTANCE OF 445.52' TO A POINTAX;

THENCE S 05°37'02" E A DISTANCE OF 100.02' TO A POINTEIP;

THENCE N 89°21'15" E A DISTANCE OF 417.22' TO A POINT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 101.71', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 04°07'50" E, WITH A CHORD LENGTH OF 101.71' TO A POINT

THENCE S 89°36'58" W A DISTANCE OF 414.74' TO A POINT;

THENCE S 05°37'02" E A DISTANCE OF 100.00' TO A POINT;

THENCE S 17°12'56" E A DISTANCE OF 140.08' TO A POINTAX;

THENCE S 87°06'10" E A DISTANCE OF 374.27' TO A POINT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 100.26', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 00°30'27" E, WITH A CHORD LENGTH OF 100.26' TO A POINT

THENCE S 01°41'54" E A DISTANCE OF 100.29' TO A POINT;

THENCE S 01°45'44" W A DISTANCE OF 49.94' TO A POINT;

THENCE N 87°04'26" W A DISTANCE OF 127.90' TO A POINT;

THENCE S 01°28'23" W A DISTANCE OF 50.04' TO A POINT;

THENCE S 87°06'47" E A DISTANCE OF 127.65' TO A POINT;

THENCE S 01°45'44" W A DISTANCE OF 449.50' TO A POINT;

THENCE S 12°49'18" W A DISTANCE OF 50.78' TO A POINT;

THENCE S 14°56'39" W A DISTANCE OF 51.10' TO A POINT;

THENCE S 17°33'36" W A DISTANCE OF 51.76' TO A POINT;

THENCE N 86°43'05" W A DISTANCE OF 89.07' TO A POINT;

THENCE S 01°28'00" W A DISTANCE OF 100.88' TO A POINT;

THENCE S 87°17'00" E A DISTANCE OF 51.62' TO A POINT;

THENCE S 22°15'24" W A DISTANCE OF 53.04'

THENCE N 87°17'00" W A DISTANCE OF 32.79' TO A POINT;

THENCE S 01°28'00" W A DISTANCE OF 48.52' TO A POINT;

TO A POINT WHICH IS THE POINT

TRACT 5 - PIN#:0740992565

BEGINNING AT THE SOUTHEAST CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740992565 AT THE WESTERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 55/ EAST WILLIAMS STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N709521.96, E2049332.76;

THENCE S 89°40'44" W A DISTANCE OF 123.48' TO AN EIP;

THENCE N 02°18'46" W A DISTANCE OF 50.01' TO AN EIP;

THENCE N 89°43'19" E A DISTANCE OF 123.46' TO A POINT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.92', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 02°20'20" E, WITH A CHORD LENGTH OF 49.92' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 6,168 SQUARE FEET, 0.14 ACRES.

TRACT 6 - PIN#'S :0741537125 & 0741523802

BEGINNING AT THE INTERSECTION OF THE COMMON PROPERTY LINE CORNER OF RXR LEN APEX OWNERR LLC PIN#:0741537125 AND THE TOWN OF APEX PIN#: 0741316489 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N712829.97, E2045151.28;

THENCE N 58°51'35" E A DISTANCE OF 406.60' TO A POINT;

THENCE N 58°00'23" E A DISTANCE OF 430.45' TO A POINT;

THENCE S 00°41'59" W A DISTANCE OF 45.71' TO A POINT;

THENCE N 58°41'25" E A DISTANCE OF 1013.53' TO A POINT;

THENCE S 31°28'08" E A DISTANCE OF 99.98' TO A POINT;

THENCE S 58°37'43" W A DISTANCE OF 311.61' TO A POINT;

THENCE S 58°41'14" W A DISTANCE OF 1602.11' TO A POINT;

THENCE N 01°28'31" E A DISTANCE OF 119.73' TO A POINT;

THENCE N 01°30'44" E A DISTANCE OF 41.12' TO A POINT WHICH IS THE POINT OF BEGINNING

HAVING AN AREA OF 218,137 SQUARE FEET, 5.01 ACRES.

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 28th day of November, 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 28th day of November, 2023.

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL)

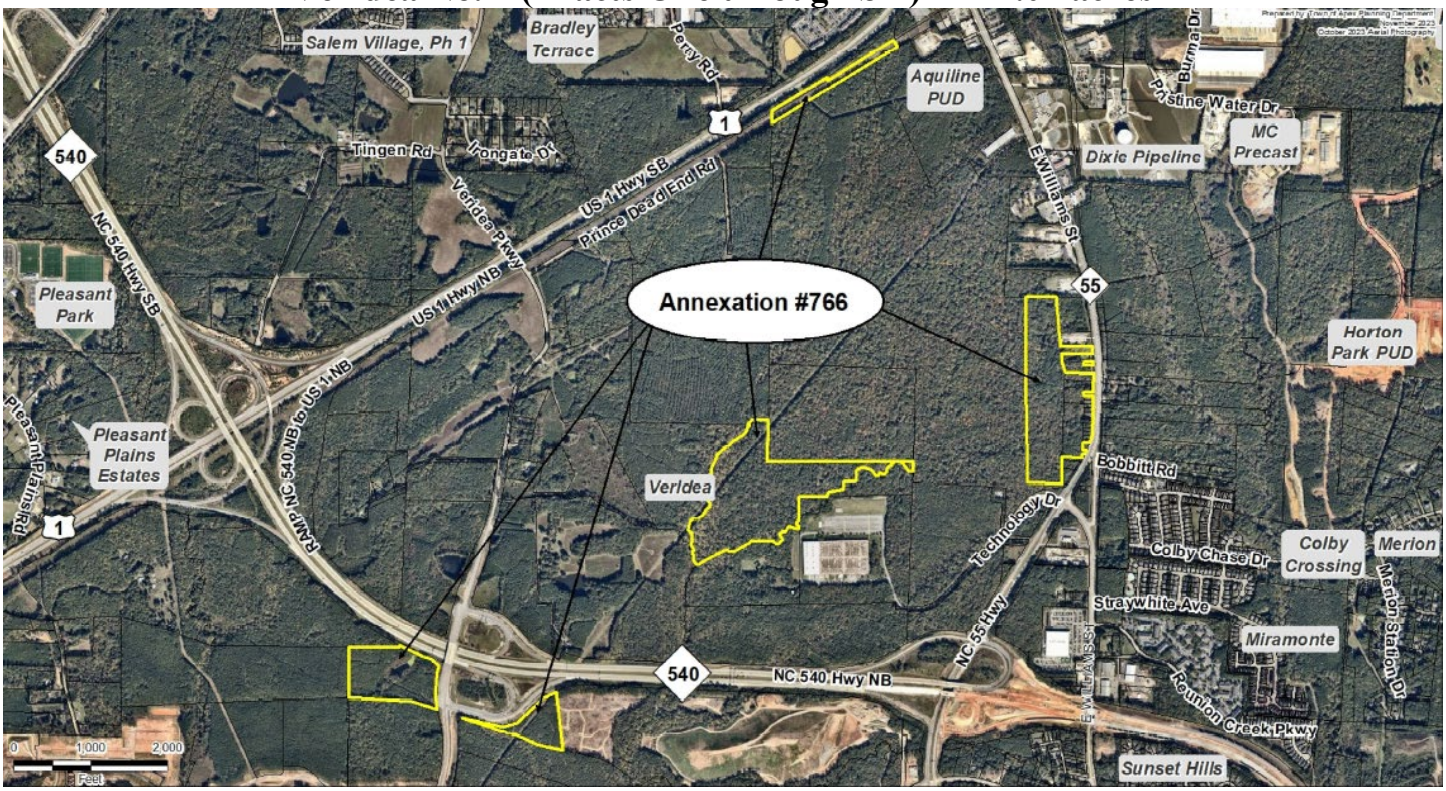
Media Contact:
Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (November 16, 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 **28th day of November, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 766
Veridea No. 1 (Tracts One through Six) – 111.02 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. 766" 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, November 28, 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.

###

TRACT 1 – PIN#:0740052449

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740052449 AND PIN#:0730971141 AND THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N705894.67, E2040300.31;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 456.34', WITH A RADIUS OF 4375.00', WITH A CHORD BEARING OF S 65°10'37" E, WITH A CHORD LENGTH OF 456.13' TO A POINT;
- THENCE S 49°00'55" E A DISTANCE OF 133.17'TO A POINT;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 355.38', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 05°50'57" W, WITH A CHORD LENGTH OF 354.72' TO A POINT;
- THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 205.93', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 03°43'21" E, WITH A CHORD LENGTH OF 205.80' TO A POINT;
- THENCE N 71°59'15" W A DISTANCE OF 337.68' TO A POINT;
- THENCE N 86°29'50" W A DISTANCE OF 829.07' TO A POINT;
- THENCE N 00°41'54" E A DISTANCE OF 661.29' TO A POINT;
- THENCE S 89°13'28" E A DISTANCE OF 647.67' TO A POINT;
- THENCE N 02°26'42" E A DISTANCE OF 29.55' TO A POINT;
- WHICH IS THE **POINT OF BEGINNING,**HAVING AN AREA OF 757143 SQUARE FEET, 17.38 ACRES

TRACT 2 - PIN#:0740240814

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740240814 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 RAMP A VARIABLE WIDTH PUBLIC R/W AND VERIDEA PARKWAY A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N704952.25, E2041123.19;
- THENCE S 76°02'09" E A DISTANCE OF 316.69' TO A POINT;
- THENCE S 77°42'22" E A DISTANCE OF 224.13' TO A POINT;
- THENCE N 74°21'52" E A DISTANCE OF 186.60' TO A POINT;
- THENCE N 46°45'41" E A DISTANCE OF 297.04' TO A POINT;
- THENCE N 47°49'13" E A DISTANCE OF 182.30' TO A POINT;
- THENCE N 64°40'03" E A DISTANCE OF 179.28' TO A POINT;
- THENCE S 06°34'16" E A DISTANCE OF 760.63' TO AN EIP;
- THENCE N 78°40'10" W A DISTANCE OF 164.41' TO A POINT;
- THENCE N 77°01'58" W A DISTANCE OF 181.30' TO A POINT;
- THENCE N 65°53'37" W A DISTANCE OF 301.08' TO A POINT;
- THENCE N 71°44'05" W A DISTANCE OF 452.53' TO A POINT;
- THENCE N 71°58'44" W A DISTANCE OF 280.51' TO A POINT;
- THENCE N 48°17'55" E A DISTANCE OF 3.48'TO A POINTCAL PT; WHICH IS THE **POINT OF BEGINNING,** HAVING AN AREA OF 316750 SQUARE FEET, 7.27 ACRES

TRACT 3 - PIN#:0740570836

BEGINNING AT A POINT BEING THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN:0740360895, HH TRINITY APEX INVESTMENTS LLC PIN:0740570836 AND EMC CORPORATION PIN:0740572015 HAVING NC NAD83(2011) GRID COORDINATES OF N706939.13, E2044174.09;

- THENCE N 50°47'04" W A DISTANCE OF 65.68' TO A POINT;
- THENCE N 17°55'59" W A DISTANCE OF 57.53' TO A POINT;
- THENCE N 01°46'11" E A DISTANCE OF 62.37' TO A POINT;
- THENCE N 28°05'50" E A DISTANCE OF 49.79' TO A POINT;
- THENCE N 43°31'32" W A DISTANCE OF 19.68' TO A POINT;
- THENCE N 24°25'51" W A DISTANCE OF 50.19' TO A POINT;
- THENCE N 21°09'42" E A DISTANCE OF 57.71' TO A POINT;
- THENCE N 02°21'25" W A DISTANCE OF 94.31' TO A POINT;
- THENCE N 59°45'58" W A DISTANCE OF 49.31' TO A POINT;
- THENCE N 09°27'47" W A DISTANCE OF 43.45' TO A POINT;
- THENCE N 14°12'54" E A DISTANCE OF 80.77' TO A POINT;
- THENCE N 51°05'47" E A DISTANCE OF 56.70' TO A POINT;
- THENCE N 87°15'20" E A DISTANCE OF 55.42' TO A POINT;
- THENCE N 56°06'28" E A DISTANCE OF 86.68' TO A POINT;
- THENCE N 30°45'52" E A DISTANCE OF 110.38' TO A POINT;
- THENCE N 70°07'32" E A DISTANCE OF 26.68' TO A POINT;
- THENCE N 11°19'19" E A DISTANCE OF 66.61' TO A POINT;
- THENCE N 47°38'46" W A DISTANCE OF 65.27' TO A POINT;
- THENCE N 22°13'07" E A DISTANCE OF 73.76' TO A POINT;
- THENCE N 14°13'34" W A DISTANCE OF 126.09' TO A POINT;
- THENCE N 03°39'03" E A DISTANCE OF 71.88' TO A POINT;
- THENCE N 39°34'36" E A DISTANCE OF 67.10' TO A POINT;
- THENCE N 62°37'55" E A DISTANCE OF 25.32' TO A POINT;
- THENCE N 00°55'30" E A DISTANCE OF 73.95' TO A POINT;
- THENCE N 22°30'19" E A DISTANCE OF 109.43' TO A POINT;
- THENCE N 20°41'03" E A DISTANCE OF 54.54' TO A POINT;
- THENCE N 44°47'48" E A DISTANCE OF 120.11' TO A POINT;
- THENCE N 50°05'53" E A DISTANCE OF 58.84' TO A POINT;
- THENCE N 73°47'56" E A DISTANCE OF 28.31' TO A POINT;
- THENCE N 34°25'06" E A DISTANCE OF 68.19' TO A POINT;
- THENCE N 61°13'05" E A DISTANCE OF 56.54' TO A POINT;
- THENCE N 59°12'45" E A DISTANCE OF 129.71' TO A POINT;
- THENCE N 37°57'17" E A DISTANCE OF 50.86' TO A POINT;
- THENCE N 14°15'21" E A DISTANCE OF 52.34' TO A POINT;
- THENCE N 43°29'38" E A DISTANCE OF 28.80' TO A POINT;
- THENCE N 38°48'28" E A DISTANCE OF 24.98' TO A POINT;
- THENCE N 88°57'01" W A DISTANCE OF 30.36' TO AN EIP;
- THENCE N 42°37'27" E A DISTANCE OF 84.50' TO A POINT;
- THENCE S 87°51'02" E A DISTANCE OF 208.48' TO AN EIP;
- THENCE S 02°08'54" W A DISTANCE OF 544.41' TO A POINT;

- THENCE N 89°31'36" E A DISTANCE OF 1910.59' TO A POINT;
- THENCE S 02°11'42" W A DISTANCE OF 150.06' TO A POINT;
- THENCE N 82°46'29" W A DISTANCE OF 59.32' TO A POINT;
- THENCE N 38°01'48" W A DISTANCE OF 154.60' TO A POINT;
- THENCE N 84°02'09" W A DISTANCE OF 86.70' TO A POINT;
- THENCE S 20°44'56" W A DISTANCE OF 18.43' TO A POINT;
- THENCE S 79°18'34" W A DISTANCE OF 39.77' TO A POINT;
- THENCE S 13°19'46" E A DISTANCE OF 38.31' TO A POINT;
- THENCE S 76°35'49" W A DISTANCE OF 53.23' TO A POINT;
- THENCE S 26°54'51" W A DISTANCE OF 42.90' TO A POINT;
- THENCE S 33°19'02" E A DISTANCE OF 29.87' TO A POINT;
- THENCE S 51°46'22" W A DISTANCE OF 61.75' TO A POINT;
- THENCE N 64°34'50" W A DISTANCE OF 58.31' TO A POINT;
- THENCE S 29°34'47" W A DISTANCE OF 47.94' TO A POINT;
- THENCE S 71°40'28" W A DISTANCE OF 23.79' TO A POINT;
- THENCE N 39°32'53" W A DISTANCE OF 102.73' TO A POINT;
- THENCE N 69°26'41" W A DISTANCE OF 124.25' TO A POINT;
- THENCE S 57°24'05" W A DISTANCE OF 82.87' TO A POINT;
- THENCE S 07°43'11" W A DISTANCE OF 131.15' TO A POINT;
- THENCE S 83°27'25" W A DISTANCE OF 147.78' TO A POINT;
- THENCE S 00°36'20" E A DISTANCE OF 95.70' TO A POINT;
- THENCE S 80°37'14" W A DISTANCE OF 210.03' TO A POINT;
- THENCE S 21°46'20" W A DISTANCE OF 49.36' TO A POINT;
- THENCE S 88°52'20" W A DISTANCE OF 362.60' TO A POINT;
- THENCE S 00°08'59" E A DISTANCE OF 315.01' TO A POINT;
- THENCE S 41°39'40" W A DISTANCE OF 59.46' TO A POINT;
- THENCE S 44°48'01" E A DISTANCE OF 60.58' TO A POINT;
- THENCE S 20°16'03" W A DISTANCE OF 35.02' TO A POINT;
- THENCE N 76°32'52" W A DISTANCE OF 126.07' TO A POINT;
- THENCE S 34°49'57" W A DISTANCE OF 90.84' TO A POINT;
- THENCE N 41°34'57" W A DISTANCE OF 26.79' TO A POINT;
- THENCE S 44°48'57" W A DISTANCE OF 69.31' TO A POINT;
- THENCE S 28°17'36" E A DISTANCE OF 74.29' TO A POINT;
- THENCE S 47°29'27" W A DISTANCE OF 92.11' TO A POINT;
- THENCE N 49°33'56" W A DISTANCE OF 78.37' TO A POINT;
- THENCE S 87°17'25" W A DISTANCE OF 290.72' TO A POINT;
- THENCE S 11°44'33" W A DISTANCE OF 20.66' TO A POINT;
- THENCE S 64°16'17" W A DISTANCE OF 220.45' TO A POINT;
- THENCE S 82°21'19" W A DISTANCE OF 72.19' TO A POINT;
- THENCE N 36°16'44" W A DISTANCE OF 42.40' TO A POINT;
- THENCE S 69°36'51" W A DISTANCE OF 126.77' TO A POINT;
- THENCE S 62°06'56" W A DISTANCE OF 316.17' TO A POINT WHICH IS THE **POINT OF BEGINNING**,HAVING AN AREA OF 1996590 SQUARE FEET, 45.84 ACRES

TRACT 4 – SHEETS 8 & 9 - PIN#'S:
0740992169,0740992069,0740992024,0740991702,0740991337,
0740991237,0740990140,0740982964,0740982929,0740982769,
0740982866,0740982630,0740982534,0740982309,0740886966,
0740982764,0740982659,0740982635,0740980647

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF RXR LEN APEX OWNER LLC PIN#:0740980647 AND NC DEPARTMENT OF TRANSPORTATION PIN#:0740981395 , HAVING NC NAD83(2011) GRID COORDINATES OF N708324.91, E2049188.37;
- THENCE N 87°21'16" W A DISTANCE OF 259.05' TO A POINT;
- THENCE S 01°23'44" W A DISTANCE OF 347.79' TO A POINT;
- THENCE N 86°56'48" W A DISTANCE OF 446.16' TO A POINT;
- THENCE N 00°46'32" W A DISTANCE OF 2399.73' TO A POINT;
- THENCE S 89°55'44" E A DISTANCE OF 403.93' TO A POINT;
- THENCE S 04°23'01" E A DISTANCE OF 445.52' TO A POINTAX;
- THENCE S 05°37'02" E A DISTANCE OF 199.93' TO A POINTEIP;
- THENCE N 89°21'15" E A DISTANCE OF 417.22' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 101.71', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 04°07'50" E, WITH A CHORD LENGTH OF 101.71' TO A POINT
- THENCE S 89°36'58" W A DISTANCE OF 414.74' TO A POINT;
- THENCE S 05°37'02" E A DISTANCE OF 100.00' TO A POINT;
- THENCE S 17°12'56" E A DISTANCE OF 140.08' TO A POINTAX;
- THENCE S 87°06'10" E A DISTANCE OF 374.27' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 100.26', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 00°30'27" E, WITH A CHORD LENGTH OF 100.26' TO A POINT
- THENCE S 01°41'54" E A DISTANCE OF 100.29' TO A POINT;
- THENCE S 01°45'44" W A DISTANCE OF 49.94' TO A POINT;
- THENCE N 87°04'26" W A DISTANCE OF 127.90' TO A POINT;
- THENCE S 01°28'23" W A DISTANCE OF 50.04' TO A POINT;
- THENCE S 87°06'47" E A DISTANCE OF 127.65' TO A POINT;
- THENCE S 01°45'44" W A DISTANCE OF 449.50' TO A POINT;
- THENCE S 12°49'18" W A DISTANCE OF 50.78' TO A POINT;
- THENCE S 14°56'39" W A DISTANCE OF 51.10' TO A POINT;
- THENCE S 17°33'36" W A DISTANCE OF 51.76' TO A POINT;
- THENCE N 86°43'05" W A DISTANCE OF 89.07' TO A POINT;
- THENCE S 01°28'00" W A DISTANCE OF 100.88' TO A POINT;
- THENCE S 87°17'00" E A DISTANCE OF 51.62' TO A POINT;
- THENCE S 22°15'24" W A DISTANCE OF 53.04'
- THENCE N 87°17'00" W A DISTANCE OF 32.79' TO A POINT;
- THENCE S 01°28'00" W A DISTANCE OF 48.52' TO A POINT;
- TO A POINT WHICH IS THE **POINT OF BEGINNING,** HAVING AN AREA OF 1,541,315 SQUARE FEET, 35.38 ACRES

TRACT 5 - PIN#:0740992565

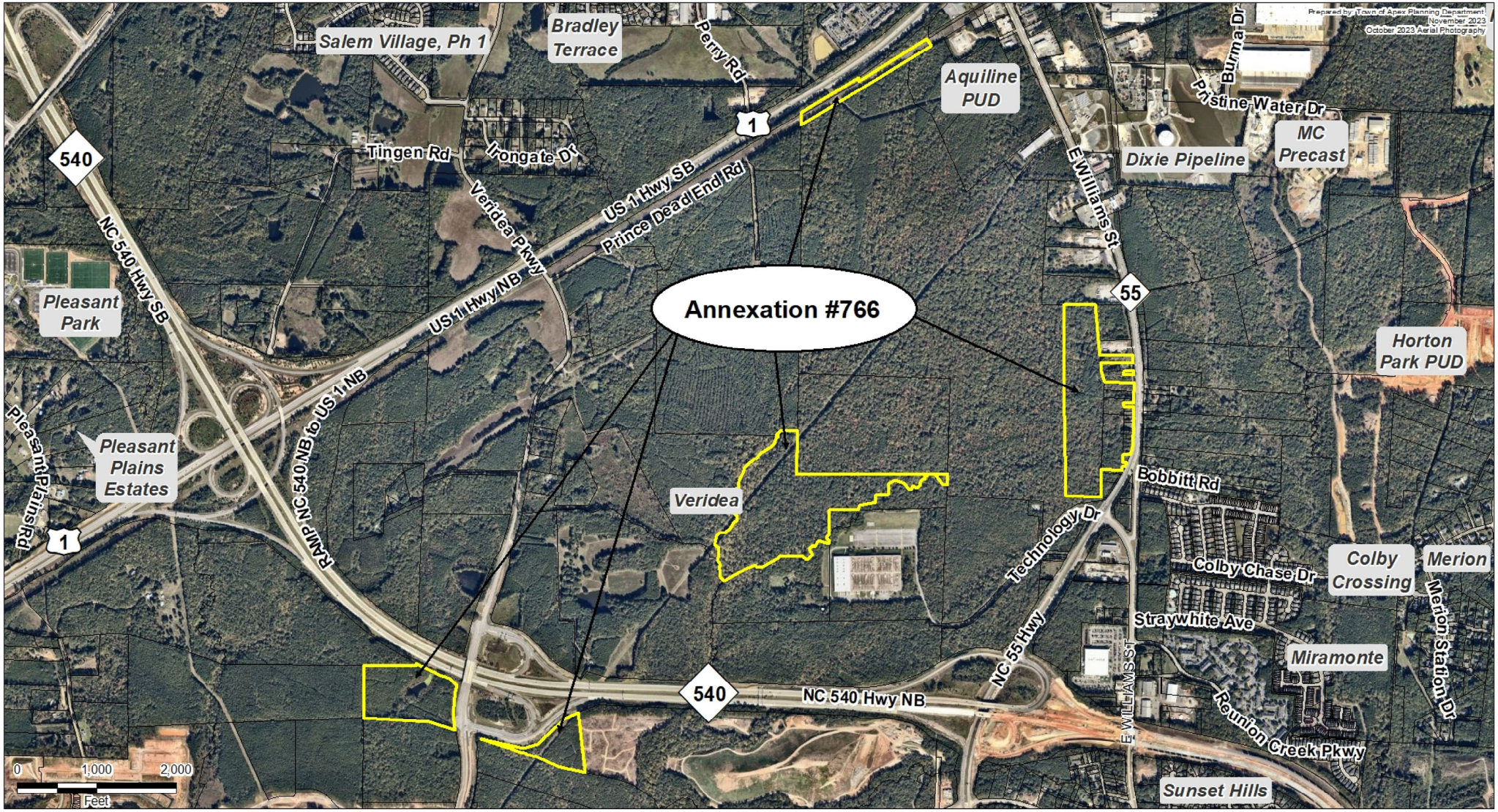
BEGINNING AT THE SOUTHEAST CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740992565 AT THE WESTERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 55/ EAST WILLIAMS STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N709521.96, E2049332.76;

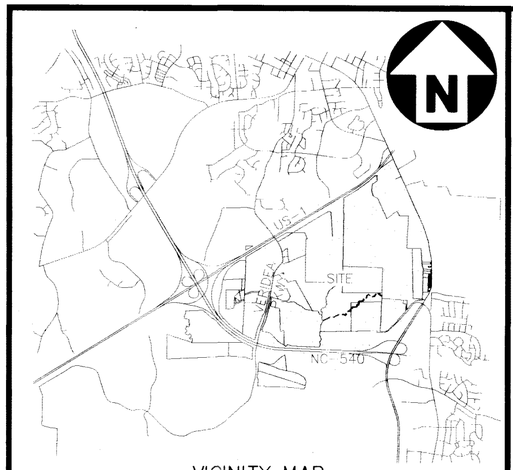
- THENCE S 89°40'44" W A DISTANCE OF 123.48' TO AN EIP;
- THENCE N 02°18'46" W A DISTANCE OF 50.01' TO AN EIP;
- THENCE N 89°43'19" E A DISTANCE OF 123.46' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.92', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 02°20'20" E, WITH A CHORD LENGTH OF 49.92' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 6,168 SQUARE FEET, 0.14 ACRES.

TRACT 6 - PIN#’S :0741537125 & 0741523802

BEGINNING AT THE INTERSECTION OF THE COMMON PROPERTY LINE CORNER OF RXR LEN APEX OWNERR LLC PIN#:0741537125 AND THE TOWN OF APEX PIN#: 0741316489 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N712829.97, E2045151.28;

- THENCE N 58°51'35" E A DISTANCE OF 406.60' TO A POINT;
- THENCE N 58°00'23" E A DISTANCE OF 430.45' TO A POINT;
- THENCE S 00°41'59" W A DISTANCE OF 45.71' TO A POINT;
- THENCE N 58°41'25" E A DISTANCE OF 1013.53' TO A POINT;
- THENCE S 31°28'08" E A DISTANCE OF 99.98' TO A POINT;
- THENCE S 58°37'43" W A DISTANCE OF 311.61' TO A POINT;
- THENCE S 58°41'14" W A DISTANCE OF 1602.11' TO A POINT;
- THENCE N 01°28'31" E A DISTANCE OF 119.73' TO A POINT;
- THENCE N 01°30'44" E A DISTANCE OF 41.12' TO A POINT WHICH IS THE **POINT OF BEGINNING** HAVING AN AREA OF 218,137 SQUARE FEET, 5.01 ACRES.


Annexation #766
Salem Village, Ph 1
Bradley Terrace
Perry Rd
Aquiline PUD
Burma Dr
Pristine Water Dr
MC Precast
Dixie Pipeline
E Williams St
Tingen Rd
Irongate Dr
Veridea Pkwy
US 1 Hwy SB
Prince Dead End Rd
US 1 Hwy NB
NC 540 Hwy SB
540
1
55
Pleasant Park
Horton Park PUD
Pleasant Plains Estates
Pleasant Plains Rd
RAMP NC 540 NB to US 1 NB
Veridea
Bobbitt Rd
Technology Dr
Colby Chase Dr
Colby Crossing
Merion
Merion Station Dr
Straywhite Ave
NC 55 Hwy
Miramonte
NC 540 Hwy NB
E WILLIAMS ST
Reunion Creek Pkwy
Sunset Hills
0
1,000
2,000
Feet
Prepared by Town of Apex Planning Department
November 2023
October 2023 Aerial Photography



VICINITY MAP
NOT TO SCALE

TRACT 1 - PIN#:0740052449 - SHEET NO. 3

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740052449 AND PIN#:0730971141 AND THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N705894.67, E2040300.31;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 456.34', WITH A RADIUS OF 4375.00', WITH A CHORD BEARING OF S 65°10'37" E, WITH A CHORD LENGTH OF 456.13' TO A POINT;
- THENCE S 49°00'55" E A DISTANCE OF 133.17'TO A POINT;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 355.38', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 05°50'57" W, WITH A CHORD LENGTH OF 354.72' TO A POINT;
- THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 205.93', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 03°43'21" E, WITH A CHORD LENGTH OF 205.80' TO A POINT;
- THENCE N 71°59'15" W A DISTANCE OF 337.68' TO A POINT;
- THENCE N 86°29'50" W A DISTANCE OF 829.07' TO A POINT;
- THENCE N 00°41'54" E A DISTANCE OF 661.29' TO A POINT;
- THENCE S 89°13'28" E A DISTANCE OF 647.67' TO A POINT;
- THENCE N 02°26'42" E A DISTANCE OF 29.55' TO A POINT WHICH IS THE **POINT OF BEGINNING**,HAVING AN AREA OF 757143 SQUARE FEET, 17.38 ACRES

TRACT 2 - PIN#:0740240814 - SHEET NO. 4

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740240814 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 RAMP A VARIABLE WIDTH PUBLIC R/W AND VERIDEA PARKWAY A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N704952.25, E2041123.19;
- THENCE S 76°02'09" E A DISTANCE OF 316.69' TO A POINT;
- THENCE S 77°42'22" E A DISTANCE OF 224.13' TO A POINT;
- THENCE N 74°21'52" E A DISTANCE OF 186.60' TO A POINT;
- THENCE N 46°45'41" E A DISTANCE OF 297.04' TO A POINT;
- THENCE N 47°49'13" E A DISTANCE OF 182.30' TO A POINT;
- THENCE N 64°40'03" E A DISTANCE OF 179.28' TO A POINT;
- THENCE S 06°34'16" E A DISTANCE OF 760.63' TO AN EIP;
- THENCE N 78°40'10" W A DISTANCE OF 164.41' TO A POINT;
- THENCE N 77°01'58" W A DISTANCE OF 181.30' TO A POINT;
- THENCE N 65°53'37" W A DISTANCE OF 301.08' TO A POINT;
- THENCE N 71°44'05" W A DISTANCE OF 452.53' TO A POINT;
- THENCE N 71°58'44" W A DISTANCE OF 280.51' TO A POINT;
- THENCE N 48°17'55" E A DISTANCE OF 3.48'TO A POINTCAL PT; WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 316750 SQUARE FEET, 7.27 ACRES

TRACT 4 - SHEETS NO. 8 & 9 - PIN#'S:

0740992169,0740992069,0740992024,0740991702, 0740991337,0740991237,0740990140,0740982964, 0740982929,0740982769,0740982866,0740982630, 0740982534,0740982309,0740886966,0740982764, 0740982659,0740982635,0740980647

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF RXR LEN APEX OWNER LLC PIN#:0740980647 AND NC DEPARTMENT OF TRANSPORTATION PIN#:0740981395 , HAVING NC NAD83(2011) GRID COORDINATES OF N708324.91, E2049188.37;
- THENCE N 87°21'16" W A DISTANCE OF 259.05' TO A POINT;
- THENCE S 01°23'44" W A DISTANCE OF 347.79' TO A POINT;
- THENCE N 86°56'48" W A DISTANCE OF 446.16' TO A POINT;
- THENCE N 00°46'32" W A DISTANCE OF 2399.73' TO A POINT;
- THENCE S 89°55'44" E A DISTANCE OF 403.93' TO A POINT;
- THENCE S 04°23'01" E A DISTANCE OF 445.52' TO A POINTAX;
- THENCE S 05°37'02" E A DISTANCE OF 199.93' TO A POINTEIP;
- THENCE N 89°21'15" E A DISTANCE OF 417.22' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 101.71', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 04°07'50" E, WITH A CHORD LENGTH OF 101.71' TO A POINT;
- THENCE S 89°36'58" W A DISTANCE OF 414.74' TO A POINT;
- THENCE S 05°37'02" E A DISTANCE OF 100.00' TO A POINT;
- THENCE S 17°12'56" E A DISTANCE OF 140.08' TO A POINTAX;
- THENCE S 87°06'10" E A DISTANCE OF 374.27' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 100.26', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 00°30'27" E, WITH A CHORD LENGTH OF 100.26' TO A POINT;
- THENCE S 01°41'54" E A DISTANCE OF 100.29' TO A POINT;
- THENCE S 01°45'44" W A DISTANCE OF 49.94' TO A POINT;
- THENCE N 87°04'26" W A DISTANCE OF 127.90' TO A POINT;
- THENCE S 01°28'23" W A DISTANCE OF 50.04' TO A POINT;
- THENCE S 87°06'47" E A DISTANCE OF 127.65' TO A POINT;
- THENCE S 01°45'44" W A DISTANCE OF 449.50' TO A POINT;
- THENCE S 12°49'18" W A DISTANCE OF 50.78' TO A POINT;
- THENCE S 14°56'39" W A DISTANCE OF 51.10' TO A POINT;
- THENCE S 17°33'36" W A DISTANCE OF 51.76' TO A POINT;
- THENCE N 86°43'05" W A DISTANCE OF 89.07' TO A POINT;
- THENCE S 01°28'00" W A DISTANCE OF 100.88' TO A POINT;
- THENCE S 87°17'00" E A DISTANCE OF 51.62' TO A POINT;
- THENCE S 22°15'24" W A DISTANCE OF 53.04' TO A POINT;
- THENCE N 87°17'00" W A DISTANCE OF 32.79' TO A POINT;
- THENCE S 01°28'00" W A DISTANCE OF 48.52' TO A POINT; WHICH IS THE **POINT OF BEGINNING**,HAVING AN AREA OF 1,541,315 SQUARE FEET, 35.38 ACRES

TRACT 3 - PIN#:0740570836 - SHEETS NO. 5, 6 & 7

BEGINNING AT A POINT BEING THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN:0740360895, HH TRINITY APEX INVESTMENTS LLC PIN:0740570836 AND EMC CORPORATION PIN:0740572015 HAVING NC NAD83(2011) GRID COORDINATES OF N706939.13, E2044174.09;

- THENCE N 50°47'04" W A DISTANCE OF 65.68' TO A POINT;
- THENCE N 17°55'59" W A DISTANCE OF 57.53' TO A POINT;
- THENCE N 01°46'11" E A DISTANCE OF 62.37' TO A POINT;
- THENCE N 28°05'50" E A DISTANCE OF 49.79' TO A POINT;
- THENCE N 43°31'32" W A DISTANCE OF 19.68' TO A POINT;
- THENCE N 24°25'51" W A DISTANCE OF 50.19' TO A POINT;
- THENCE N 21°09'42" E A DISTANCE OF 57.71' TO A POINT;
- THENCE N 02°21'25" W A DISTANCE OF 94.31' TO A POINT;
- THENCE N 59°45'58" W A DISTANCE OF 49.31' TO A POINT;
- THENCE N 09°27'47" W A DISTANCE OF 43.45' TO A POINT;
- THENCE N 14°12'54" E A DISTANCE OF 80.77' TO A POINT;
- THENCE N 51°05'47" E A DISTANCE OF 56.70' TO A POINT;
- THENCE N 87°15'20" E A DISTANCE OF 55.42' TO A POINT;
- THENCE N 56°06'28" E A DISTANCE OF 86.68' TO A POINT;
- THENCE N 30°45'52" E A DISTANCE OF 110.38' TO A POINT;
- THENCE N 70°07'32" E A DISTANCE OF 26.68' TO A POINT;
- THENCE N 11°19'19" E A DISTANCE OF 66.61' TO A POINT;
- THENCE N 47°38'46" W A DISTANCE OF 65.27' TO A POINT;
- THENCE N 22°13'07" E A DISTANCE OF 73.76' TO A POINT;
- THENCE N 14°13'34" W A DISTANCE OF 126.09' TO A POINT;
- THENCE N 03°39'03" E A DISTANCE OF 71.88' TO A POINT;
- THENCE N 39°34'36" E A DISTANCE OF 67.10' TO A POINT;
- THENCE N 62°37'55" E A DISTANCE OF 25.32' TO A POINT;
- THENCE N 00°55'30" E A DISTANCE OF 73.95' TO A POINT;
- THENCE N 22°30'19" E A DISTANCE OF 109.43' TO A POINT;
- THENCE N 20°41'03" E A DISTANCE OF 54.54' TO A POINT;
- THENCE N 44°47'48" E A DISTANCE OF 120.11' TO A POINT;
- THENCE N 50°05'53" E A DISTANCE OF 58.84' TO A POINT;
- THENCE N 73°47'56" E A DISTANCE OF 28.31' TO A POINT;
- THENCE N 34°25'06" E A DISTANCE OF 68.19' TO A POINT;
- THENCE N 61°13'05" E A DISTANCE OF 56.54' TO A POINT;
- THENCE N 59°12'45" E A DISTANCE OF 129.71' TO A POINT;
- THENCE N 37°57'17" E A DISTANCE OF 50.86' TO A POINT;
- THENCE N 14°15'21" E A DISTANCE OF 52.34' TO A POINT;
- THENCE N 43°29'38" E A DISTANCE OF 28.80' TO A POINT;
- THENCE N 38°48'28" E A DISTANCE OF 24.98' TO A POINT;
- THENCE N 88°57'01" W A DISTANCE OF 30.36' TO AN EIP;
- THENCE N 42°37'27" E A DISTANCE OF 84.50' TO A POINT;
- THENCE S 87°51'02" E A DISTANCE OF 208.48' TO AN EIP;
- THENCE S 02°08'54" W A DISTANCE OF 544.41' TO A POINT;
- THENCE N 89°31'36" E A DISTANCE OF 1910.59' TO A POINT;
- THENCE S 02°11'42" W A DISTANCE OF 150.06' TO A POINT;
- THENCE N 82°46'29" W A DISTANCE OF 59.32' TO A POINT;
- THENCE N 38°01'48" W A DISTANCE OF 154.60' TO A POINT;
- THENCE N 84°02'09" W A DISTANCE OF 86.70' TO A POINT;
- THENCE S 20°44'56" W A DISTANCE OF 18.43' TO A POINT;
- THENCE S 79°18'34" W A DISTANCE OF 39.77' TO A POINT;
- THENCE S 13°19'46" E A DISTANCE OF 38.31' TO A POINT;
- THENCE S 76°35'49" W A DISTANCE OF 53.23' TO A POINT;
- THENCE S 26°54'51" W A DISTANCE OF 42.90' TO A POINT;
- THENCE S 33°19'02" E A DISTANCE OF 29.87' TO A POINT;
- THENCE S 51°46'22" W A DISTANCE OF 61.75' TO A POINT;
- THENCE N 64°34'50" W A DISTANCE OF 58.31' TO A POINT;
- THENCE S 29°34'47" W A DISTANCE OF 47.94' TO A POINT;
- THENCE S 71°40'28" W A DISTANCE OF 23.79' TO A POINT;
- THENCE N 39°32'53" W A DISTANCE OF 102.73' TO A POINT;
- THENCE N 69°26'41" W A DISTANCE OF 124.25' TO A POINT;
- THENCE S 57°24'05" W A DISTANCE OF 82.87' TO A POINT;
- THENCE S 07°43'11" W A DISTANCE OF 131.15' TO A POINT;
- THENCE S 83°27'25" W A DISTANCE OF 147.78' TO A POINT;
- THENCE S 00°36'20" E A DISTANCE OF 95.70' TO A POINT;
- THENCE S 80°37'14" W A DISTANCE OF 210.03' TO A POINT;
- THENCE S 21°46'20" W A DISTANCE OF 49.36' TO A POINT;
- THENCE S 88°52'20" W A DISTANCE OF 362.60' TO A POINT;
- THENCE S 00°08'59" E A DISTANCE OF 315.01' TO A POINT;
- THENCE S 41°39'40" W A DISTANCE OF 59.46' TO A POINT;
- THENCE S 44°48'01" E A DISTANCE OF 60.58' TO A POINT;
- THENCE S 20°16'03" W A DISTANCE OF 35.02' TO A POINT;
- THENCE N 76°32'52" W A DISTANCE OF 126.07' TO A POINT;
- THENCE S 34°49'57" W A DISTANCE OF 90.84' TO A POINT;
- THENCE N 41°34'57" W A DISTANCE OF 26.79' TO A POINT;
- THENCE S 44°48'57" W A DISTANCE OF 69.31' TO A POINT;
- THENCE S 28°17'36" E A DISTANCE OF 74.29' TO A POINT;
- THENCE S 47°29'27" W A DISTANCE OF 92.11' TO A POINT;
- THENCE N 49°33'56" W A DISTANCE OF 78.37' TO A POINT;
- THENCE S 87°17'25" W A DISTANCE OF 290.72' TO A POINT;
- THENCE S 11°44'33" W A DISTANCE OF 20.66' TO A POINT;
- THENCE S 64°16'17" W A DISTANCE OF 220.45' TO A POINT;
- THENCE S 82°21'19" W A DISTANCE OF 72.19' TO A POINT;
- THENCE N 36°16'44" W A DISTANCE OF 42.40' TO A POINT;
- THENCE S 69°36'51" W A DISTANCE OF 126.77' TO A POINT;
- THENCE S 62°06'56" W A DISTANCE OF 316.17' TO A POINT WHICH IS THE **POINT OF BEGINNING**,HAVING AN AREA OF 1996590 SQUARE FEET, 45.84 ACRES

TRACT 5 - PIN#:0740992565 - SHEET NO. 8

BEGINNING AT THE SOUTHEAST CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740992565 AT THE WESTERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 55/ EAST WILLIAMS STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N709521.96, E2049332.76;

- THENCE S 89°40'44" W A DISTANCE OF 123.48' TO AN EIP;
- THENCE N 02°18'46" W A DISTANCE OF 50.01' TO AN EIP;
- THENCE N 89°43'19" E A DISTANCE OF 123.46' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.92', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 02°20'20" E, WITH A CHORD LENGTH OF 49.92' TO A POINT WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 6,168 SQUARE FEET, 0.14 ACRES.

TRACT 6 - PIN#'S :0741537125 & 0741523802

BEGINNING AT THE INTERSECTION OF THE COMMON PROPERTY LINE CORNER OF RXR LEN APEX OWNERR LLC PIN#:0741537125 AND THE TOWN OF APEX PIN#: 0741316489 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N712829.97, E2045151.28;

- THENCE N 58°51'35" E A DISTANCE OF 406.60' TO A POINT;
- THENCE N 58°00'23" E A DISTANCE OF 430.45' TO A POINT;
- THENCE S 00°41'59" W A DISTANCE OF 45.71' TO A POINT;
- THENCE N 58°41'25" E A DISTANCE OF 1013.53' TO A POINT;
- THENCE S 31°28'08" E A DISTANCE OF 99.98' TO A POINT;
- THENCE S 58°37'43" W A DISTANCE OF 311.61' TO A POINT;
- THENCE S 58°41'14" W A DISTANCE OF 1602.11' TO A POINT;
- THENCE N 01°28'31" E A DISTANCE OF 119.73' TO A POINT;
- THENCE N 01°30'44" E A DISTANCE OF 41.12' TO A POINT WHICH IS THE **POINT OF BEGINNING** HAVING AN AREA OF 218,137 SQUARE FEET, 5.01 ACRES.

GENERAL NOTES

1. THIS IS AN ANNEXATION SURVEY.
2. BEARINGS FOR THIS SURVEY ARE BASED ON THE LOCAL SITE DATUM.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: VARIES ACCORDING TO TOWN OF APEX ZONING MAP AMENDED 2/22/2022, ZONING FOR EACH PARCEL SHOWN ON MAP. NO ZONING REPORT PROVIDED.
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS PARTIALLY LOCATED IN ZONES "X" AND "AE" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANELS 3720077410OJ DATED 5/2/2006, 3720074000K DATED 7/19/2022, AND 3720073000K DATED 7/19/2022.
7. REFERENCES: AS SHOWN

LEGEND

- ◉ EXISTING PROPERTY CORNER
- ○ IRON PIPE SET
- ▲ CALCULATED POINT
- — - — ANNEXATION LIMITS

PROJECT INFORMATION

LANDOWNER	RXR LEN APEX OWNER LLC GENERAL COUNSEL 625 RXR PLZ UNIONDALE NY 11556-3815
ENGINEER	MCADAMS 2905 MERIDIAN PARKWAY DURHAM, NORTH CAROLINA 27713 PHONE: (919)-361-5000
SURVEYOR	MCADAMS 2905 MERIDIAN PARKWAY DURHAM, NORTH CAROLINA 27713 PHONE: (919)-361-5000
PARCEL ID	TRACT 1: 0740052449 TRACT 2: 0740240814 TRACT 3: 0740570836 TRACT 4: 0740992169, 0740992069, 0740992024 0740991702, 0740991337, 0740991237, 0740990140 0740982964, 0740982929, 0740982769, 0740982866 0740982630, 0740982534, 0740982309, 0740886966 0740982764, 0740982659, 0740982635, 0740980647 TRACT 5: 0740992565 TRACT 6: 0741523802, 0741537125
MAP BOOK AND PAGE NUMBER	SEE PLAT SHEETS
DEED BOOK AND PAGE NUMBER	SEE PLAT SHEETS
SITE ZONING	SD-CZ
TOTAL ANNEXATION ACREAGE AREA	TOTAL PARCEL = 111.02 AC. or 4,836,103 SQ.FT. TRACT 1 = 17.38 AC. or 757,143 SQ.FT. TRACT 2 = 7.27 AC. or 316,750 SQ.FT. TRACT 3 = 45.84 AC. or 1,996,590 SQ.FT. TRACT 4 = 35.38 AC. or 1,551,315 SQ.FT. TRACT 5 = 0.14 AC. or 6,168 SQ.FT. TRACT 6 = 5.01 AC. or 218,137 SQ.FT.
RIVER BASIN	CAPE FEAR RIVER BASIN

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

SURVEYOR'S CERTIFICATE

I, JOHN R. PICKENS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 29,991; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30 DAY OF OCTOBER, A.D., 2023.

John R. Pickens

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

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 _____, 2023, by the Town Council. I set my hand and seal of the Town of Apex,_____
Day/Month/Year

_____
Allen Coleman, CMC, NCCCC, Town Clerk

MCADAMS
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

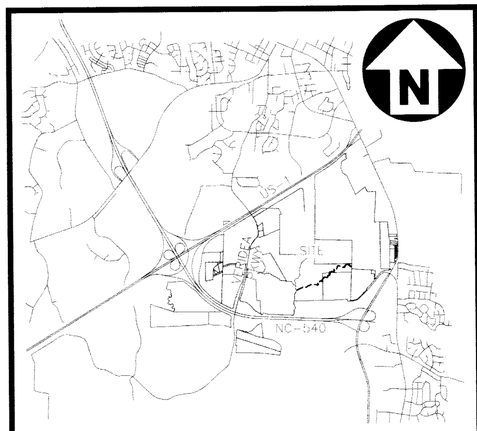
PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	N/A
DATE	07. 05. 2023

SHEET

SHEET 1 OF 10

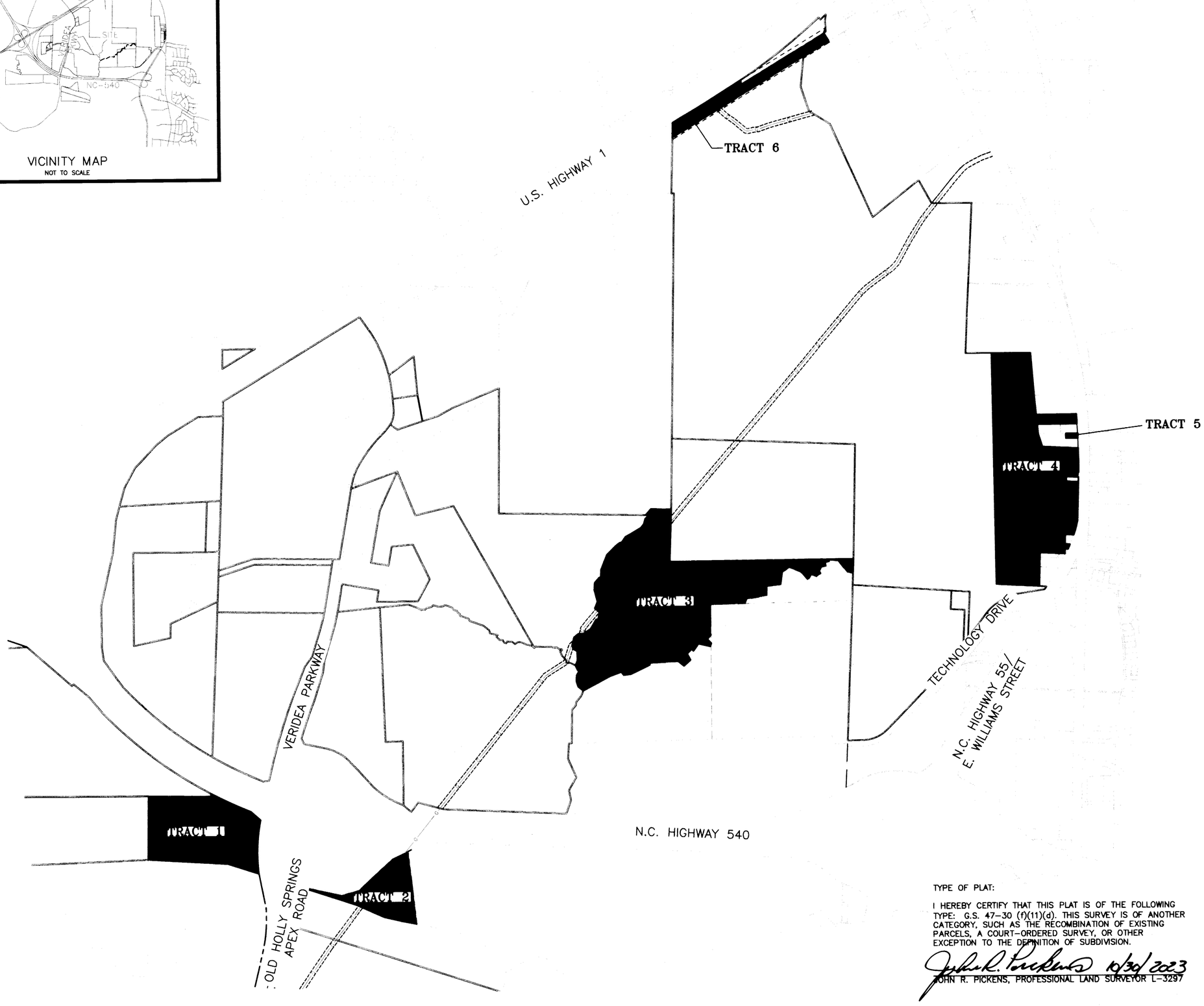
COVER

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 7:54:57 AM, John Pickens



VICINITY MAP
NOT TO SCALE

SEE NOTE 2



TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

MCADAMS
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR THE TOWN OF APEX VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

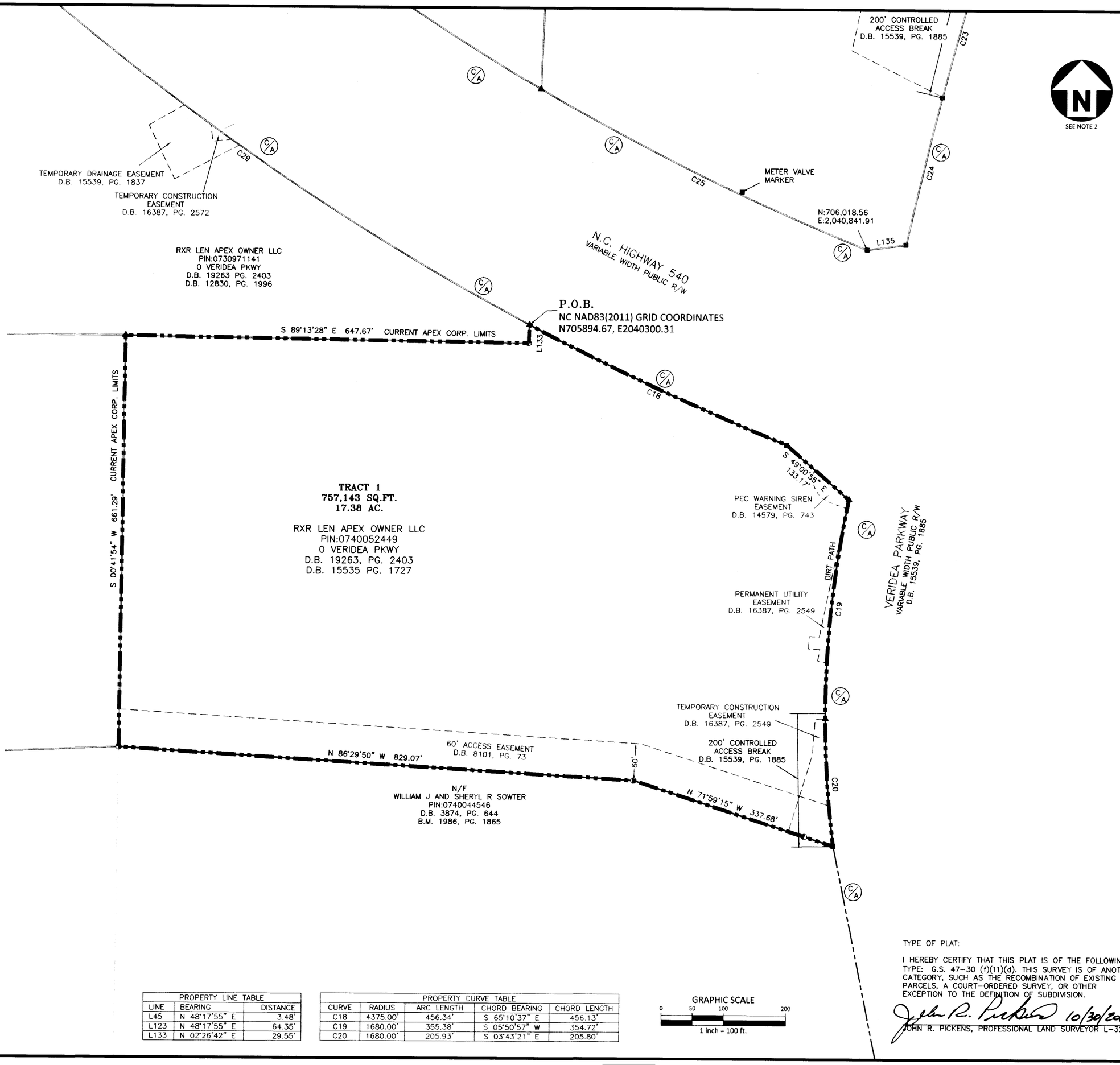
PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	N/A
DATE	07. 05. 2023

SHEET

SHEET 2 OF 10

INDEX

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 7:52:02 AM, John Pickens



PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L45	N 48°17'55" E	3.48'
L123	N 48°17'55" E	64.35'
L133	N 02°26'42" E	29.55'

PROPERTY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C18	4375.00'	456.34'	S 65°10'37" E	456.13'
C19	1680.00'	355.38'	S 05°50'57" W	354.72'
C20	1680.00'	205.93'	S 03°43'21" E	205.80'

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA

ANNEXATION PLAT FOR THE TOWN OF APEX VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

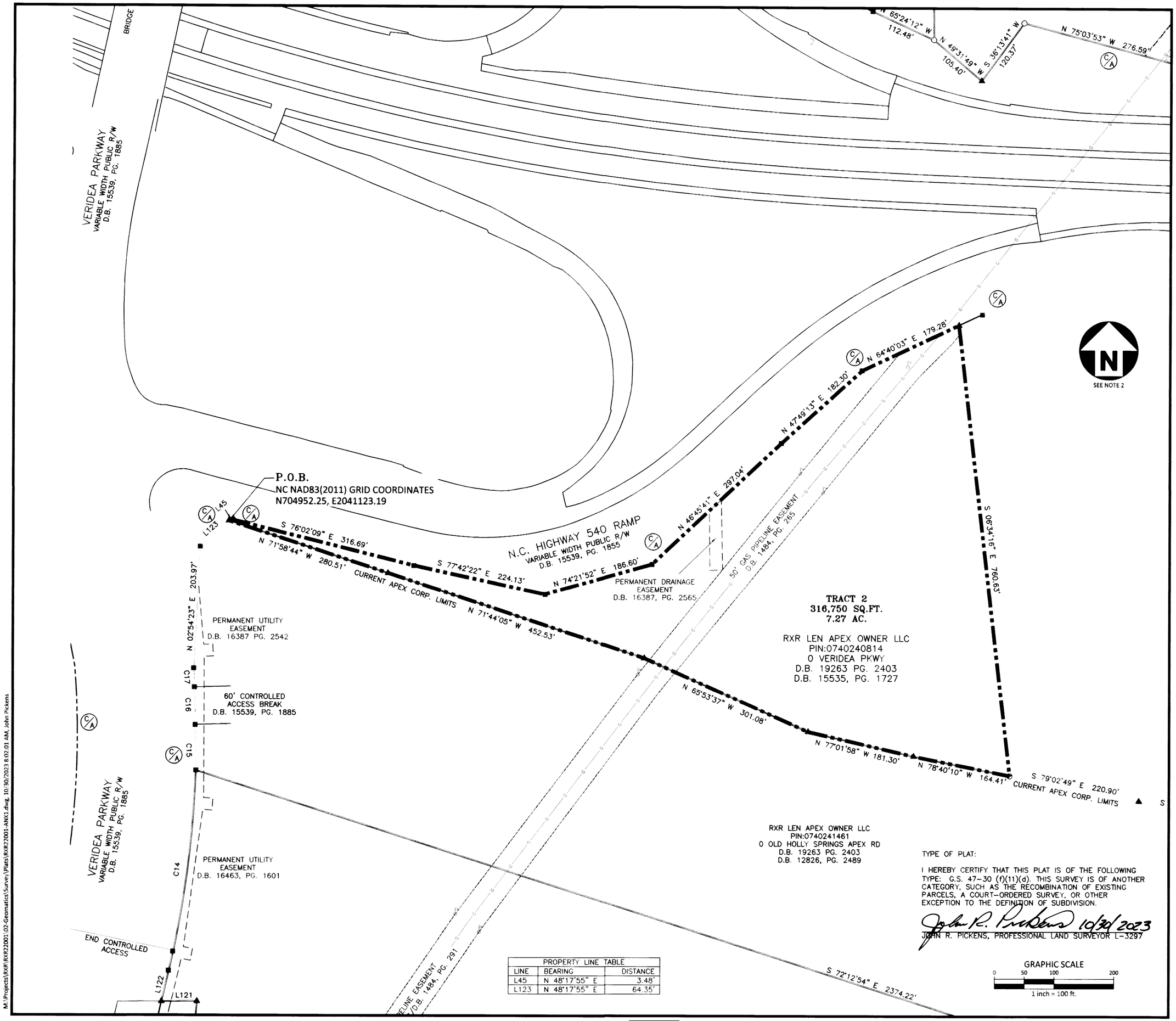
PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

3 OF 10

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:01:10 AM, John Pickens



PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L45	N 48°17'55" E	3.48'
L123	N 48°17'55" E	64.35'

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

GRAPHIC SCALE

0 50 100 200

1 inch = 100 ft.

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:02:01 AM, John Pickens

McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA

ANNEXATION PLAT FOR THE TOWN OF APEX VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

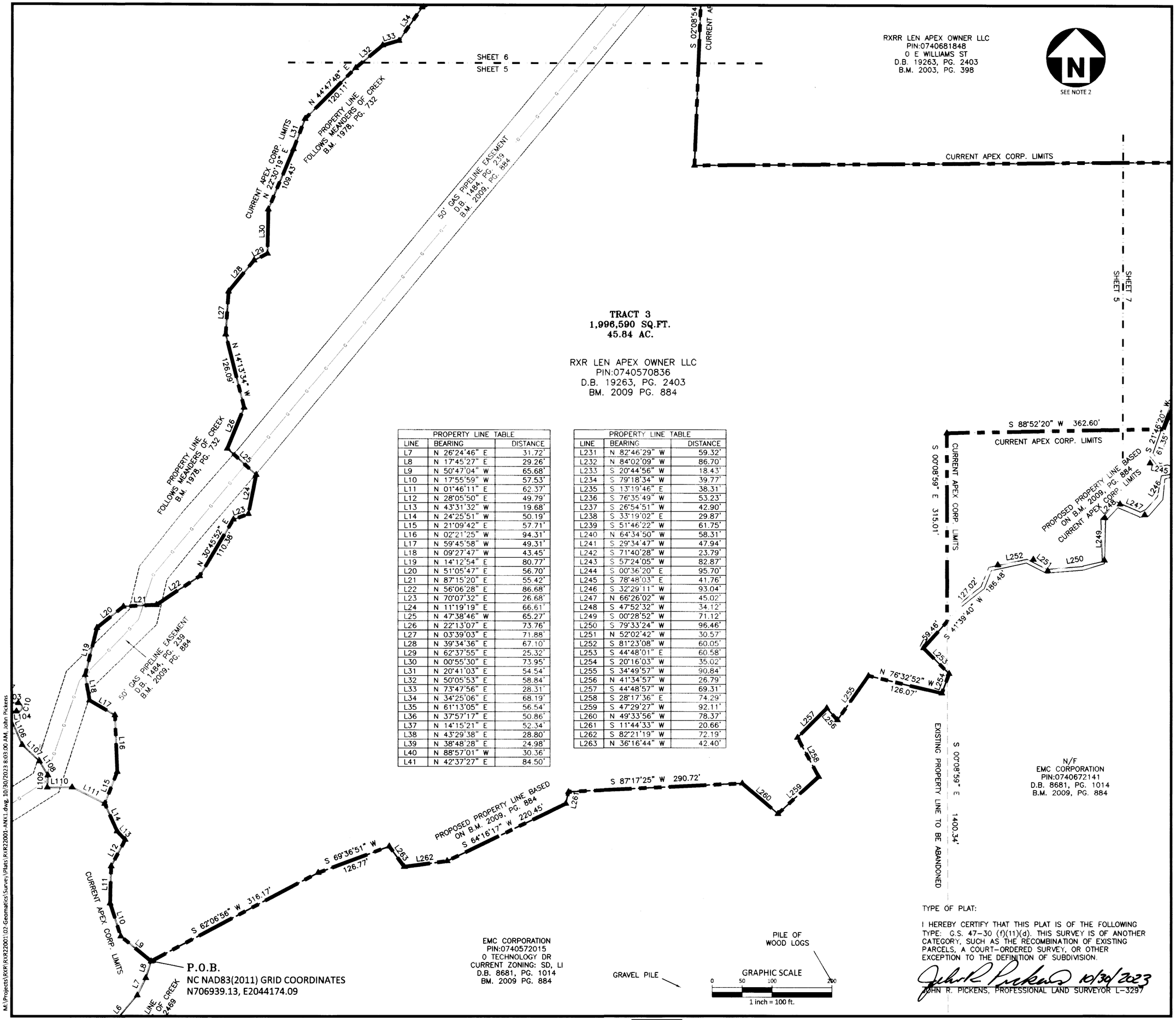
NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

4 OF 10



PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L7	N 26°24'46" E	31.72'
L8	N 17°45'27" E	29.26'
L9	N 50°47'04" W	65.68'
L10	N 17°55'59" W	57.53'
L11	N 01°46'11" E	62.37'
L12	N 28°05'50" E	49.79'
L13	N 43°31'32" W	19.68'
L14	N 24°25'51" W	50.19'
L15	N 21°09'42" E	57.71'
L16	N 02°21'25" W	94.31'
L17	N 59°45'58" W	49.31'
L18	N 09°27'47" W	43.45'
L19	N 14°12'54" E	80.77'
L20	N 51°05'47" E	56.70'
L21	N 87°15'20" E	55.42'
L22	N 56°06'28" E	86.68'
L23	N 70°07'32" E	26.68'
L24	N 11°19'19" E	66.61'
L25	N 47°38'46" W	65.27'
L26	N 22°13'07" E	73.76'
L27	N 03°39'03" E	71.88'
L28	N 39°34'36" E	67.10'
L29	N 62°37'55" E	25.32'
L30	N 00°55'30" E	73.95'
L31	N 20°41'03" E	54.54'
L32	N 50°05'53" E	58.84'
L33	N 73°47'56" E	28.31'
L34	N 34°25'06" E	68.19'
L35	N 61°13'05" E	56.54'
L36	N 37°57'17" E	50.86'
L37	N 14°15'21" E	52.34'
L38	N 43°29'38" E	28.80'
L39	N 38°48'28" E	24.98'
L40	N 88°57'01" W	30.36'
L41	N 42°37'27" E	84.50'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L231	N 82°46'29" W	59.32'
L232	N 84°02'09" W	86.70'
L233	S 20°44'56" W	18.43'
L234	S 79°18'34" W	39.77'
L235	S 13°19'46" E	38.31'
L236	S 76°35'49" W	53.23'
L237	S 26°54'51" W	42.90'
L238	S 33°19'02" E	29.87'
L239	S 51°46'22" W	61.75'
L240	N 64°34'50" W	58.31'
L241	S 29°34'47" W	47.94'
L242	S 71°40'28" W	23.79'
L243	S 57°24'05" W	82.87'
L244	S 00°36'20" E	95.70'
L245	S 78°48'03" E	41.76'
L246	S 32°29'11" W	93.04'
L247	N 66°26'02" W	45.02'
L248	S 47°52'32" W	34.12'
L249	S 00°28'52" W	71.12'
L250	S 79°33'24" W	96.46'
L251	N 52°02'42" W	30.57'
L252	S 81°23'08" W	60.05'
L253	S 44°48'01" E	60.58'
L254	S 20°16'03" W	35.02'
L255	S 34°49'57" W	90.84'
L256	N 41°34'57" W	26.79'
L257	S 44°48'57" W	69.31'
L258	S 28°17'36" E	74.29'
L259	S 47°29'27" W	92.11'
L260	N 49°33'56" W	78.37'
L261	S 11°44'33" W	20.66'
L262	S 82°21'19" W	72.19'
L263	N 36°16'44" W	42.40'

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

McAdams

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA

ANNEXATION PLAT FOR THE TOWN OF APEX

VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

5 OF 10

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:03:00 AM, John Pickens

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

SEE NOTE 2

S 00°58'38" W 3283.09' (TOTAL)

734.06'

N/F
WILDBIRD LLC
PIN:0741402319
D.B. 11253, PG. 807
B.M. 1985, PG. 64

S 88°56'50" E 1524.31'

CURRENT APEX CORP. LIMITS
S 87°51'02" E
208.48'

L41 L40 L39 L38 L37 L36 L35 L34 L33 L32 L31 L30 L29 L28 L27 L26 L25 L24 L23

N 59°12'45" E
129.71'

N 44°47'48" E
120.11'

CURRENT APEX CORP. LIMITS
N 22°30'19" E
109.43'

PROPERTY LINE
FOLLOWS MEANDERS OF CREEK
B.M. 1978, PG. 732

N 14°13'34" W
126.69'

PROPERTY LINE
FOLLOWS MEANDERS OF CREEK
B.M. 1978, PG. 732

50' GAS PIPELINE EASEMENT
D.B. 1484, PG. 239
B.M. 2009, PG. 884

50' GAS PIPELINE EASEMENT
D.B. 1484, PG. 277
B.M. 2003, PG. 398

S 02°08'54" W 544.41'

CURRENT APEX CORP. LIMITS

SHEET 6
SHEET 5

RXRR LEN APEX OWNER LLC
PIN:0740681848
0 E WILLIAMS ST
D.B. 19263, PG. 2403
B.M. 2003, PG. 398

CURRENT APEX CORP. LIMITS

N

SHEET 7
SHEET 5

TRACT 3
1,996,590 SQ.FT.
45.84 AC.

RXR LEN APEX OWNER LLC
PIN:0740570836
D.B. 19263, PG. 2403
BM. 2009 PG. 884

S 88°52'20" W 362.60'

CURRENT APEX CORP. LIMITS

S 00°08'59" E 315.0

S 80°37'

S 21°48'20" W
61.35'
49.36'

L245 L246 L247 L248

PROPOSED PROPERTY LINE BASED ON B.M. 2009, PG. 884
CURRENT APEX CORP. LIMITS

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L22	N 56°06'28" E	86.68'
L23	N 70°07'32" E	26.68'
L24	N 11°19'19" E	66.61'
L25	N 47°38'46" W	65.27'
L26	N 22°13'07" E	73.76'
L27	N 03°39'03" E	71.88'
L28	N 39°34'36" E	67.10'
L29	N 62°37'55" E	25.32'
L30	N 00°55'30" E	73.95'
L31	N 20°41'03" E	54.54'
L32	N 50°05'53" E	58.84'
L33	N 73°47'56" E	28.31'
L34	N 34°25'06" E	68.19'
L35	N 61°13'05" E	56.54'
L36	N 37°57'17" E	50.86'
L37	N 14°15'21" E	52.34'
L38	N 43°29'38" E	28.80'
L39	N 38°48'28" E	24.98'
L40	N 88°57'01" W	30.36'
L41	N 42°37'27" E	84.50'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L231	N 82°46'29" W	59.32'
L232	N 84°02'09" W	86.70'
L233	S 20°44'56" W	18.43'
L234	S 79°18'34" W	39.77'
L235	S 13°19'46" E	38.31'
L236	S 76°35'49" W	53.23'
L237	S 26°54'51" W	42.90'
L238	S 33°19'02" E	29.87'
L239	S 51°46'22" W	61.75'
L240	N 64°34'50" W	58.31'
L241	S 29°34'47" W	47.94'
L242	S 71°40'28" W	23.79'
L243	S 57°24'05" W	82.87'
L244	S 00°36'20" E	95.70'
L245	S 78°48'03" E	41.76'
L246	S 32°29'11" W	93.04'
L247	N 66°26'02" W	45.02'
L248	S 47°52'32" W	34.12'
L249	S 00°28'52" W	71.12'
L250	S 79°33'24" W	96.46'
L251	N 52°02'42" W	30.57'
L252	S 81°23'08" W	60.05'
L253	S 44°48'01" E	60.58'
L254	S 20°16'03" W	35.02'
L255	S 34°49'57" W	90.84'
L256	N 41°34'57" W	26.79'
L257	S 44°48'57" W	69.31'
L258	S 28°17'36" E	74.29'
L259	S 47°29'27" W	92.11'
L260	N 49°33'56" W	78.37'
L261	S 11°44'33" W	20.66'
L262	S 82°21'19" W	72.19'
L263	N 36°16'44" W	42.40'

McADAMS
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR THE TOWN OF APEX
VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

6 OF 10

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:03:58 AM, John Pickens

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L22	N 56°06'28" E	86.68'
L23	N 70°07'32" E	26.68'
L24	N 11°19'19" E	66.61'
L25	N 47°38'46" W	65.27'
L26	N 22°13'07" E	73.76'
L27	N 03°39'03" E	71.88'
L28	N 39°34'36" E	67.10'
L29	N 62°37'55" E	25.32'
L30	N 00°55'30" E	73.95'
L31	N 20°41'03" E	54.54'
L32	N 50°05'53" E	58.84'
L33	N 73°47'56" E	28.31'
L34	N 34°25'06" E	68.19'
L35	N 61°13'05" E	56.54'
L36	N 37°57'17" E	50.86'
L37	N 14°15'21" E	52.34'
L38	N 43°29'38" E	28.80'
L39	N 38°48'28" E	24.98'
L40	N 88°57'01" W	30.36'
L41	N 42°37'27" E	84.50'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L231	N 82°46'29" W	59.32'
L232	N 84°02'09" W	86.70'
L233	S 20°44'56" W	18.43'
L234	S 79°18'34" W	39.77'
L235	S 13°19'46" E	38.31'
L236	S 76°35'49" W	53.23'
L237	S 26°54'51" W	42.90'
L238	S 33°19'02" E	29.87'
L239	S 51°46'22" W	61.75'
L240	N 64°34'50" W	58.31'
L241	S 29°34'47" W	47.94'
L242	S 71°40'28" W	23.79'
L243	S 57°24'05" W	82.87'
L244	S 00°36'20" E	95.70'
L245	S 78°48'03" E	41.76'
L246	S 32°29'11" W	93.04'
L247	N 66°26'02" W	45.02'
L248	S 47°52'32" W	34.12'
L249	S 00°28'52" W	71.12'
L250	S 79°33'24" W	96.46'
L251	N 52°02'42" W	30.57'
L252	S 81°23'08" W	60.05'
L253	S 44°48'01" E	60.58'
L254	S 20°16'03" W	35.02'
L255	S 34°49'57" W	90.84'
L256	N 41°34'57" W	26.79'
L257	S 44°48'57" W	69.31'
L258	S 28°17'36" E	74.29'
L259	S 47°29'27" W	92.11'
L260	N 49°33'56" W	78.37'
L261	S 11°44'33" W	20.66'
L262	S 82°21'19" W	72.19'
L263	N 36°16'44" W	42.40'

SEE NOTE 2

50' GAS PIPELINE EASEMENT
D.B. 1484, PG. 277
B.M. 2003, PG. 398

RXRR LEN APEX OWNER LLC
PIN:0740681848
0 E WILLIAMS ST
D.B. 19263, PG. 2403
B.M. 2003, PG. 398

CURRENT APEX CORP. LIMITS

N 89°31'36" E 1910.59'

CURRENT APEX CORP. LIMITS

N 01°14'56" E 1190.09'

TRACT 3
1,996,590 SQ.FT.
45.84 AC.

SHEET 7
SHEET 5

PROPOSED PROPERTY LINE BASED ON B.M. 2009, PG. 884

S 83°27'25" W 147.78'

S 07°43'11" W 131.15'

N 69°26'41" W 124.25'

N 38°32'53" W 102.73'

N 30°01'48" W 154.90'

150.06'

271.05'(TOTAL)

120.99'

S 02°11'42" W

CURRENT APEX CORP. LIMITS

N 02°17'00" E 163.32'

EMC CORPORATION
PIN:0740572015
0 TECHNOLOGY DR
D.B. 8681, PG. 1014
BM. 2009 PG. 884

S 88°52'20" W 1471.50'

CURRENT APEX CORP. LIMITS

S 88°52'20" W 362.60'

CURRENT APEX CORP. LIMITS

S 00°08'59" E 315.01'

CURRENT APEX CORP. LIMITS

S 27°46'20" W 49.36'

61.35' PT

S 80°37'14" W 210.03'

PROPOSED PROPERTY LINE BASED ON B.M. 2009, PG. 884 CURRENT APEX CORP. LIMITS

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297 10/30/2023

M:\Projects\RXR\RXR22001.02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:10:31 AM, John Pickens

McADAMS
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA

ANNEXATION PLAT FOR THE TOWN OF APEX VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

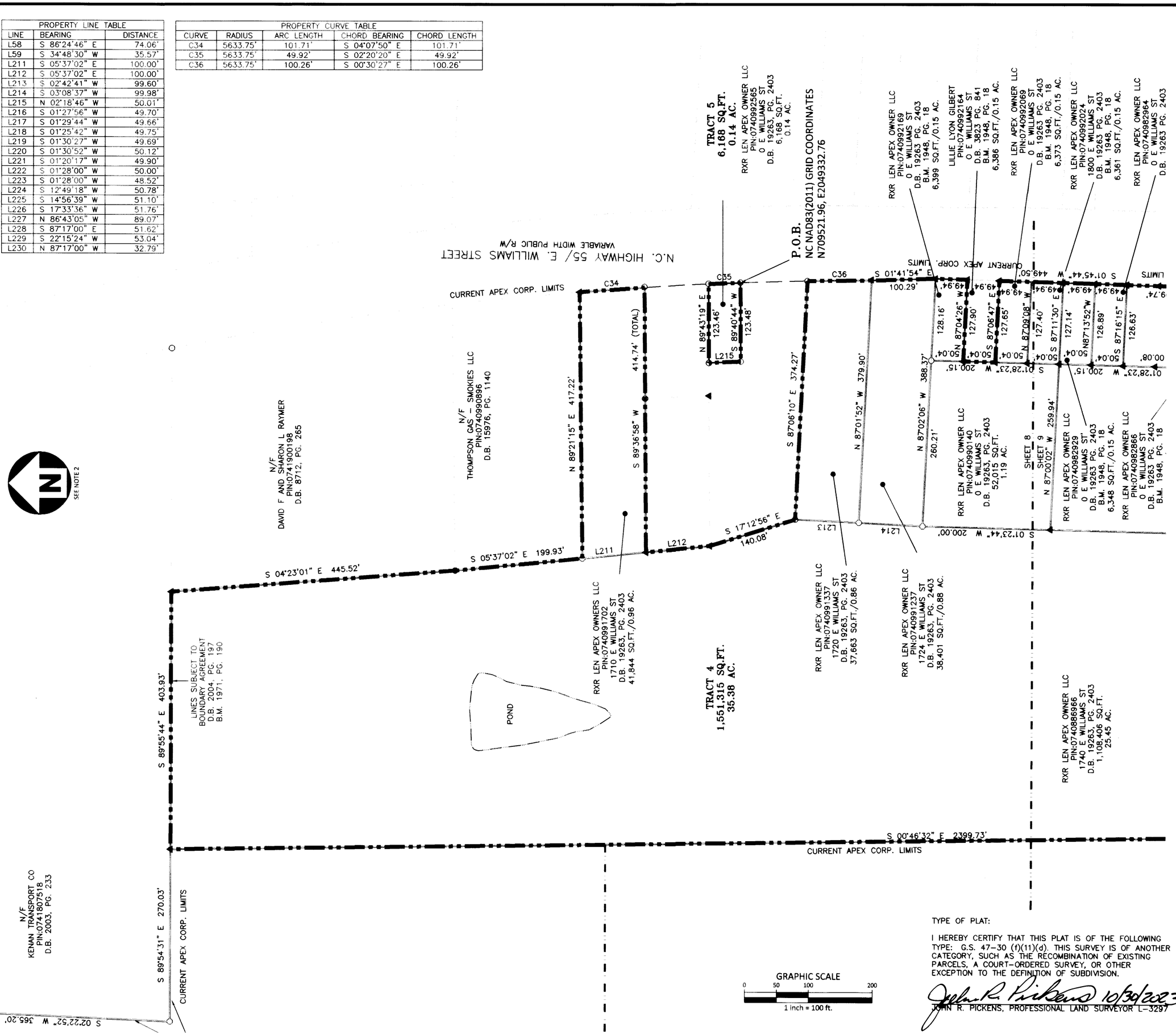
PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

7 OF 10

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L58	S 86°24'46" E	74.06'
L59	S 34°48'30" W	35.57'
L211	S 05°37'02" E	100.00'
L212	S 05°37'02" E	100.00'
L213	S 02°42'41" W	99.60'
L214	S 03°08'37" W	99.98'
L215	N 02°18'46" W	50.01'
L216	S 01°27'56" W	49.70'
L217	S 01°29'44" W	49.66'
L218	S 01°25'42" W	49.75'
L219	S 01°30'27" W	49.69'
L220	S 01°30'52" W	50.12'
L221	S 01°20'17" W	49.90'
L222	S 01°28'00" W	50.00'
L223	S 01°28'00" W	48.52'
L224	S 12°49'18" W	50.78'
L225	S 14°56'39" W	51.10'
L226	S 17°33'36" W	51.76'
L227	N 86°43'05" W	89.07'
L228	S 87°17'00" E	51.62'
L229	S 22°15'24" W	53.04'
L230	N 87°17'00" W	32.79'

PROPERTY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C34	5633.75'	101.71'	S 04°07'50" E	101.71'
C35	5633.75'	49.92'	S 02°20'20" E	49.92'
C36	5633.75'	100.26'	S 00°30'27" E	100.26'



TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA

ANNEXATION PLAT FOR THE TOWN OF APEX VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

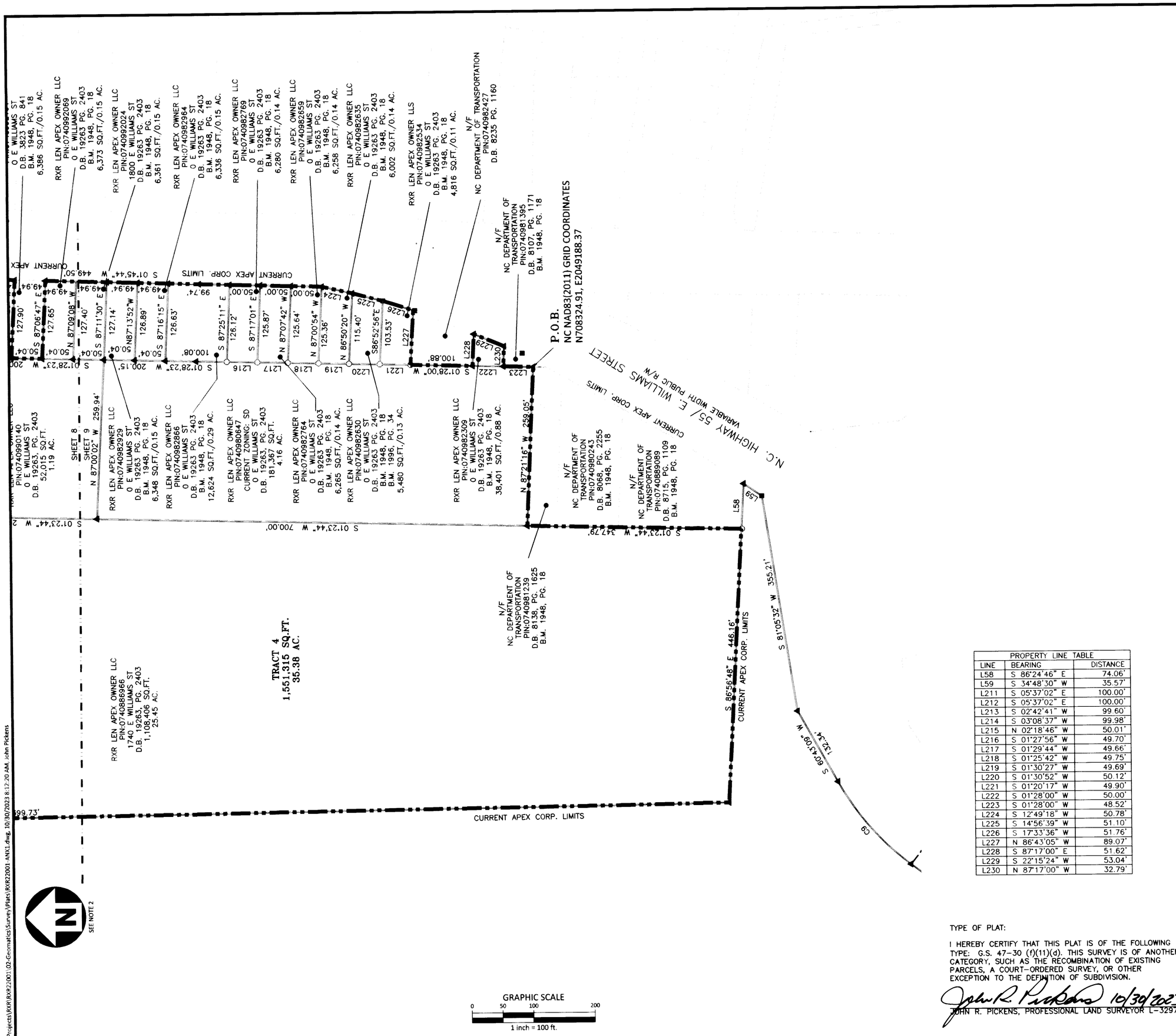
PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

8 OF 10

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:11:26 AM, John Pickens



PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L58	S 86°24'46" E	74.06'
L59	S 34°48'30" W	35.57'
L211	S 05°37'02" E	100.00'
L212	S 05°37'02" E	100.00'
L213	S 02°42'41" W	99.60'
L214	S 03°08'37" W	99.98'
L215	N 02°18'46" W	50.01'
L216	S 01°27'56" W	49.70'
L217	S 01°29'44" W	49.66'
L218	S 01°25'42" W	49.75'
L219	S 01°30'27" W	49.69'
L220	S 01°30'52" W	50.12'
L221	S 01°20'17" W	49.90'
L222	S 01°28'00" W	50.00'
L223	S 01°28'00" W	48.52'
L224	S 12°49'18" W	50.78'
L225	S 14°56'39" W	51.10'
L226	S 17°33'36" W	51.76'
L227	N 86°43'05" W	89.07'
L228	S 87°17'00" E	51.62'
L229	S 22°15'24" W	53.04'
L230	N 87°17'00" W	32.79'

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:12:20 AM, John Pickens

MCADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA

ANNEXATION PLAT FOR THE TOWN OF APEX VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

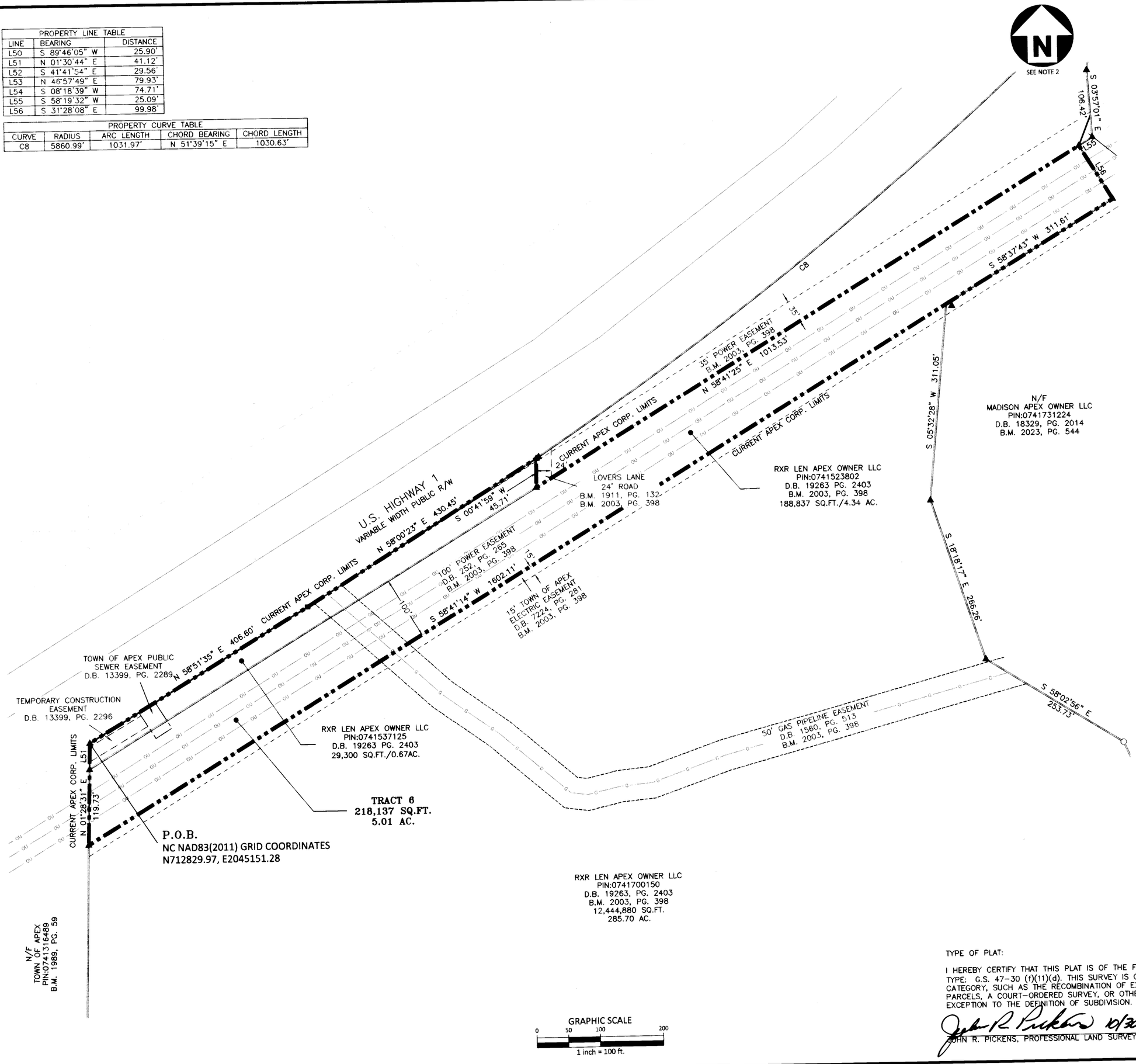
PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

9 OF 10

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L50	S 89°46'05" W	25.90'
L51	N 01°30'44" E	41.12'
L52	S 41°41'54" E	29.56'
L53	N 46°57'49" E	79.93'
L54	S 08°18'39" W	74.71'
L55	S 58°19'32" W	25.09'
L56	S 31°28'08" E	99.98'

PROPERTY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C8	5860.99'	1031.97'	N 51°39'15" E	1030.63'



GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R Pickens 10/30/2023

JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

McADAMS
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA

ANNEXATION PLAT FOR THE TOWN OF APEX VERIDEA PARKWAY

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-3297 LAND SURVEYOR JOHN R. PICKENS

REVISIONS

NO.	DATE	
1	08. 29. 2023	REVIEW COMMENTS
2	10. 02. 2023	REVIEW COMMENTS
3	10. 17. 2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07. 05. 2023

SHEET

10 OF 10

M:\Projects\RXR\RXR22001\02-Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:13:34 AM, John Pickens

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex Owner LLC	0740570836
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex Owner LLC	0740992169
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex Owner LLC	0740992069
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor (McAdams)

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex Owner LLC	0740992024
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex Owner LLC	0740991702
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex Owner LLC	0740991337
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex OWNER LLC	0740991237
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740990140
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982964
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex OWNER LLC	0740982929
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982769
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982866
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex OWNER LLC	0740982630
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982309
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982534
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex OWNER LLC	0740886966
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982764
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982659
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex OWNER LLC Owner Name (Please Print)	0740982635 Property PIN or Deed Book & Page #
212-390-9642 Phone	jberrios@rxr.com E-mail Address
RXR LEN Apex OWNER LLC Owner Name (Please Print)	0740980647 Property PIN or Deed Book & Page #
212-390-9642 Phone	jberrios@rxr.comv E-mail Address
RXR LEN Apex OWNER LLC Owner Name (Please Print)	0740992565 Property PIN or Deed Book & Page #
212-390-9642 Phone	jberrios@rxr.com E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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

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 #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	$ 200.00	Check #	CC

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

RXR LEN Apex OWNER LLC	0741523802
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0741537125
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740240814, 740052449
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.comv
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	111.02	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:	0	Water service (new construction)	☑
Proposed # of housing units:		Sewer service (new construction)	☑
Zoning District*:	SD	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 #: 2023-016 Submittal Date: 8-1-2023

Complete If In A Limited Liability Company

In witness whereof, RXR LEN Apex Owner 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 10th day of July, 2023.

Name of Limited Liability Company RXR LEN Apex Owner LLC

By: _____
Signature of Member/Manager
Todd Rechler
Authorized Person

STATE OF ~~NORTH CAROLINA~~ New York
COUNTY OF ~~WAKE~~ New York

Sworn and subscribed before me, John P. Flanagan a Notary Public for the above State and County, this the 10th day of July, 2023

_____
Notary Public

SEAL JOHN P FLANAGAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02FL6399279
Qualified in Queens County
My Commission Expires 10-15-2023

My Commission Expires: 10-15-2023

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: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: November 28, 2023

Item Details

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

Department(s): Planning

Requested Motion

Public hearing and possible motion to amend the Thoroughfare and Collector Street Plan map to realign the future extension of Chanticlair Drive.

Approval Recommended?

Planning Department staff recommend approval of the proposed amendment.

Planning Board unanimously recommended approval of the proposed amendment at their November 13, 2023 meeting.

Item Details

The purpose of the proposed amendment to the Thoroughfare and Collector Street Plan map is to realign the future extension of Chanticlair Drive between Core Banks Street and Rothwood Way. This future extension is shown as a Major Collector street on the Thoroughfare and Collector Street Plan map.

Attachments

- PH3-A1: Staff Report - Transportation Plan Amendment - Chanticlair Drive
- PH3-A2: Planning Board Report to Town Council - Transportation Plan Amendment - Chanticlair Drive

The Thoroughfare and Collector Street Plan map, Transit Plan map, and Bicycle and Pedestrian System Plan map collectively represent a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth, connectivity, recreation, and multimodal travel. The Transportation Plan does not provide a schedule for implementation, nor does it set aside funding for improvements. The purpose of the public hearing is to consider a proposed amendment to the Thoroughfare and Collector Street Plan map, in order to make a decision.

The proposed amendment to the Thoroughfare and Collector Street Plan map is to realign the future extension of Chanticlair Drive between Core Banks Street and Rothwood Way. This segment of Chanticlair Drive is designated as a future Major Collector street. A map of the proposed amendment to the Thoroughfare and Collector Street Plan map is displayed in Figure 1 below. The purpose of the proposed amendment to the Thoroughfare and Collector Street Plan map is to minimize environmental impacts (at the stream crossing) and align Chanticlair Drive consistently with the alignment associated with the approved plans for the Ennis Branch development. These details are depicted in Figure 2.

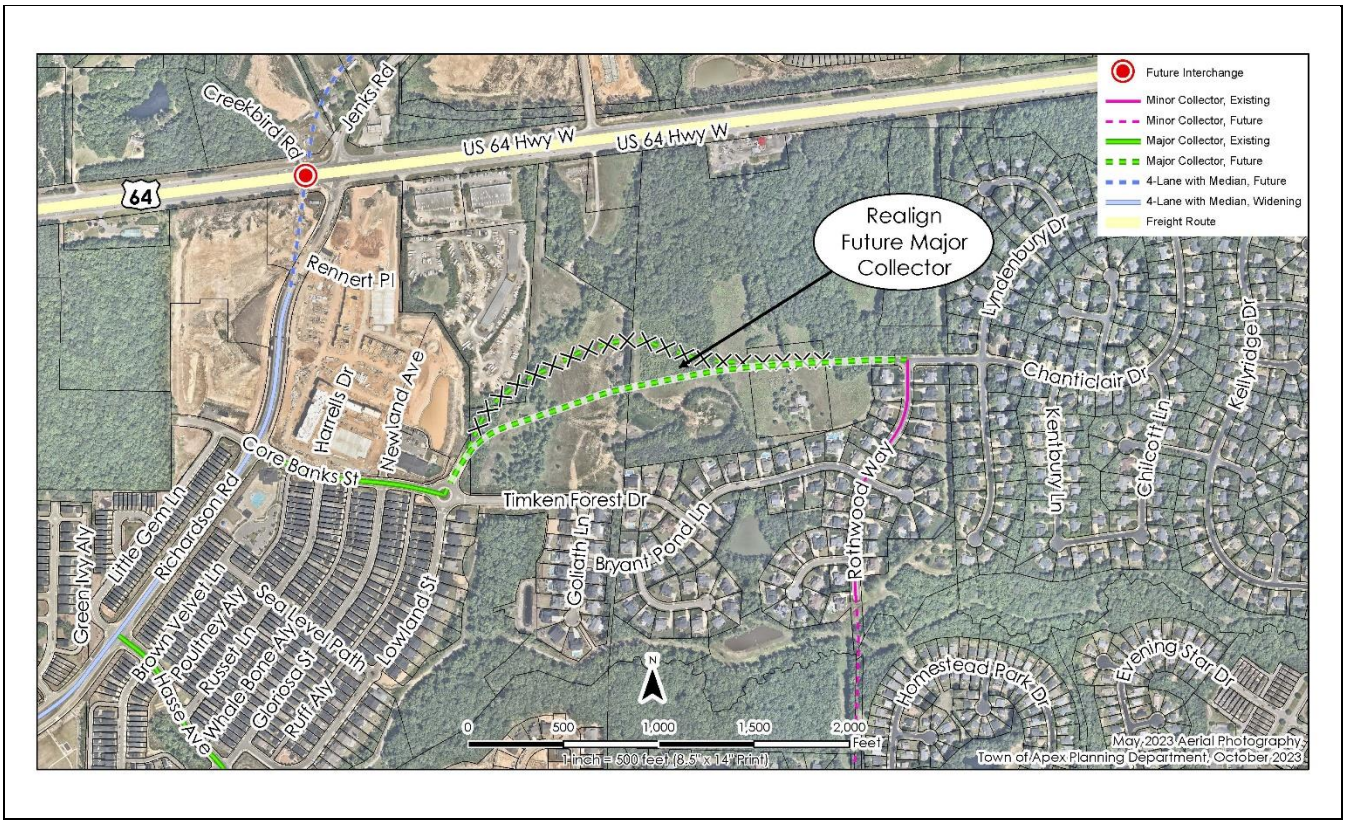


Figure 1. Proposed Thoroughfare and Collector Street Plan map amendment

pared by: Shannon Cox, Long Range Planning Manager

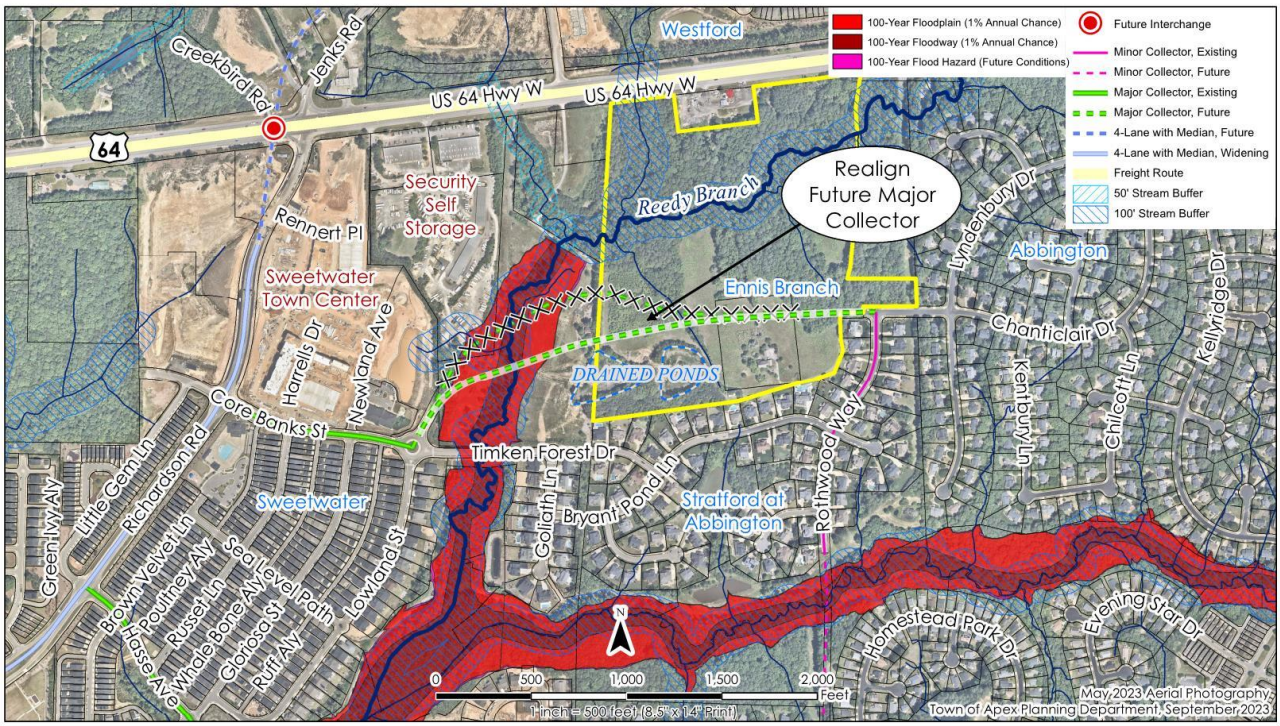


Figure 2. Proposed amendment with environmental and development details

Staff Recommendation:
Planning Department staff recommend approval of the proposed amendment. There were no concerns among staff in Water Resources; Transportation, Infrastructure, and Development; Parks, Recreation, and Cultural Resources; Police; and Fire.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of this item at their November 13, 2023 meeting.

PLANNING BOARD REPORT TO TOWN COUNCIL

Long Range Plan Amendments

Planning Board Meeting Date: November 13, 2023

Long range plan(s) proposed to be amended:

Transportation Plan

Description of the proposed amendment(s):

Realign future extension of Chanticlair Drive between Core Banks Street and Rothwood Way.

Planning Board recommendation:

Motion: To recommend approval as presented by staff.

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Steven Rhodes

☑ Approval of the proposed amendment(s) as presented

☐ Approval of the proposed amendment(s) with the following conditions or changes:

☐ Denial of the proposed amendment(s)

With 7 Planning Board member(s) voting "aye"

With 0 Planning Board member(s) voting "no"

Reason(s) for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of November 2023.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin Date: 2023.11.13 16:48:47 -05'00'

Dianne Khin, Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: November 28, 2023

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex 17.41 acres, located at 9613 Horton Road, Annexation No. 768 into the Town Corporate Limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to 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

- PH4-A1: Annexation Ordinance - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- PH4-A2: Public Hearing Notice - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- PH4-A3: Legal Description - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- PH4-A4: Aerial Map - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- PH4-A5: Plat Map - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- PH4-A6: Annexation Petition - Annexation No. 768 - 9613 Horton Road - 17.41 acres

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. 768
9613 HORTON ROAD – 17.41 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 November 28, 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 November 28, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex, Veridea Parkway see survey maps (ten sheets), Land Surveyor dated October 30, 2023" 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 28th day of November, 2023.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

Legal Description

LAWRENCE PROPERTY LOT 1

Beginning at a point on the Western R /W of Horton Road said point having North Carolina grid coordinates of N=702,451.03 ' & E= 2,012,535.45' NAD' 83/2 011; thence runs the following metes and bounds S81-33'19" W219.74', S 53-46'-27" W 202.60 , S 75-15'-45" W 136.50 S 53-46'-27' W 23.80' , S 32-17'-09' W 40.95', S 53-46'-27"W 95.00' , S 36-13 ' -33" E 140.03', S 60-03"-08" W 360.10' , N 70-02'-56" W 190.98', N 01-32'-08" E 936.99 : N 82 -52' -11" E 788.76 ' , S 84-51' -13" E 17.22 ' , S 70-06'-05" E 4 2.08 ', S 54-48' -14" E 42.69 ' , 5 38-39'-12" E 41 .12 ' , S 22-54 ' -39" E

43 .63' , S 14-54' -41" E 47 .61' , S 13-58'-01" E 49.70' , S 13-35 ' -09" E 49.88 ' , S 13 -36' -24" E

50 .13 ' , S 13-55'-12" E 49 .99' , S 13 -41' -55" E 49 .99 ', S 13-36'-55" E 49.72 ' , 5 12-38 ' -19 " E .

49.06', S 10-05 ' -34" E 18 .22' to the point and place of beginning. This parcel contains 742,949 sq.ft. or 17.06 acres

HORTON RD. R/W

Beginning at a point on the Western R/W of Horton Rd. said point having N.C. grid coordinates N= 702,451.03' & E= 2,012,535.45' NAD '83/2011; thence runs the following metes and bounds N 10 -05' -34 " W 18 .22' , N 12-38' -19" W 49.06', N 13-36'-55" W 49.72' , N 13-41' -55" W 49.99' ,

N 13 -55' -12" W 49.99' , N 13-36' -24" W 50.13' , N 13-35 ' -09" W 49.88' , N 13-58 ' -01" W 49.70 ' ,

N 14-54'-41" W 47.61' , N 22-54'-39" W 43.63', N 38-39'-12" W 41.12' , N 50-59'-03" E 30.oo: S

38 -39' -12" E 45.46", S 22-54'-39" E 49.88 ' , S 14-54' -41" E 49.95', S 13 -58' -01" E 50 .0 5' ,S 13-

35'-09" E 49 .97 , S 13-36 ' -24" E 50.04 ' , S 13-55' -12" E 49 .97 , S 13-41 ' -55" E 50 .07 ' , S 13-36'-

51" E 50 .00' , 5 12-38' -19" E 49.98', 510-05'-34" E 19.75', 581-33'-19" W 30.01' to the point

and place of beginning. This description is the Western½ of Horton Rd. (based on a 60' R/ W) , along the Lawrence frontage and contains 15,213 sq. ft. or 0.35 acres.

LAWRENCE LOT 1 & R/W

Beginning at point on the Western R/W of Horton Rd. said point having N.C. grid coordinates of

N=702,451.03' & £=2,012,535.45' NAD' 83/ 2011; thence runs the following metes & bounds; 5 81-33' -19" w219.74 ' , 5 53-46 ' -27" w202.60 ' , 5 75-15 ' -45" w136 .50: s 53-46 ' -27" w 23.80',

532-17'-09" W 40.95', 553-46'-27"W 95.00', 536-13'-33" E 140.03', 5 60-03'-08" W 360.10'

N 70-02 ' -56W 190 .98 ' , N 01 -32 ' -08 " E 936.99', N 82-52' -11 " E 788.76', S 84-51 ' -13" E 17.22',

570-06' -05" E 42.08 ' , 5 54-48'-14" E 42.69', N 50 -59' -03 " E 30.00', 538-39'-12" E 45.46 ' , 5 22 -

54' -39 " E 49 .8 8' , S 14-54 ' -4 " E 49 .95' , S 13 -58' -01" E 50.05', S 13-35' -09" E 49.97', S 13-36 ' -

24" E 50 .04 ' , S 13-55' -12"£ 49.97' , S 13 -41' -55" E 50.07', S 13-36'-51" E 50.00 ' , S 12-38' -19" E

49.98 ' , S 10-05'-34"£ 19.75' , 5 81-33'-19" W 30.01' to the point and place of beginning. This description is lot 1 & the Western ½ of Horton Rd. R/W containing 758,162 sq.ft. or 17.41 acres.

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 28th day of November, 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 28th day of November, 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. (November 16, 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 **28th day of November, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 768
9613 Horton Road – 17.41 acres



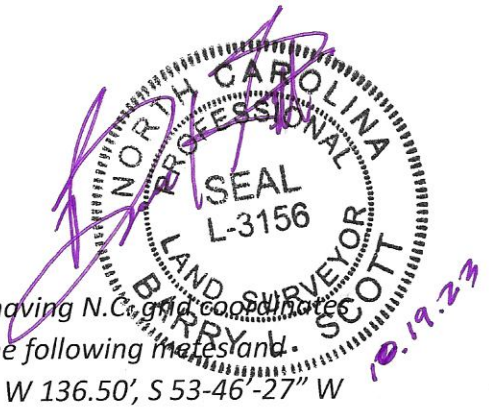
Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 768" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, November 28, 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.

###



LAWRENCE PROPERTY LOT 1

Beginning at a point on the Western R/W of Horton Rd. said point having N.C. grid coordinates of N= 702,451.03' & E= 2,012,535.45' NAD'83/2011; thence runs the following metes and bounds S 81-33'19" W 219.74', S 53-46'-27" W 202.60', S 75-15'-45" W 136.50', S 53-46'-27" W 23.80' , S 32-17'-09" W 40.95' , S 53-46'-27" W 95.00' , S 36-13'-33" E 140.03' , S 60-03"-08" W 360.10' , N 70-02'-56" W 190.98' , N 01-32'-08" E 936.99', N 82-52'-11" E 788.76' , S 84-51'-13" E 17.22' , S 70-06'-05" E 42.08' , S 54-48'-14" E 42.69' , S 38-39'-12" E 41.12' , S 22-54'-39" E 43.63' , S 14-54'-41" E 47.61' , S 13-58'-01" E 49.70' , S 13-35'-09" E 49.88' , S 13-36'-24" E 50.13' , S 13-55'-12" E 49.99' , S 13-41'-55" E 49.99' , S 13-36'-55" E 49.72' , S 12-38'-19" E 49.06' , S 10-05'-34" E 18.22' to the point and place of beginning. This parcel contains 742,949 sq. ft. or 17.06 acres

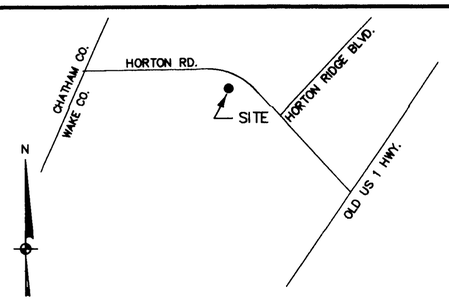
HORTON RD. R/W

Beginning at a point on the Western R/W of Horton Rd. said point having N.C. grid coordinates N= 702,451.03' & E= 2,012,535.45' NAD '83/2011; thence runs the following metes and bounds N 10-05'-34" W 18.22' , N 12-38'-19" W 49.06' , N 13-36'-55" W 49.72' , N 13-41'-55" W 49.99' , N 13-55'-12" W 49.99' , N 13-36'-24" W 50.13' , N 13-35'-09" W 49.88' , N 13-58'-01" W 49.70' , N 14-54'-41" W 47.61' , N 22-54'-39" W 43.63' , N 38-39'-12" W 41.12' , N 50-59'-03" E 30.00', S 38-39'-12" E 45.46'' , S 22-54'-39" E 49.88' , S 14-54'-41" E 49.95' , S 13-58'-01" E 50.05' ,S 13-35'-09" E 49.97, S 13-36'-24" E 50.04' , S 13-55'-12" E 49.97 , S 13-41'-55" E 50.07' , S 13-36'-51" E 50.00' , S 12-38'-19" E 49.98' , S 10-05'-34" E 19.75' , S 81-33'-19" W 30.01' to the point and place of beginning. This description is the Western ½ of Horton Rd. (based on a 60' R/W) , along the Lawrence frontage and contains 15,213 sq. ft. or 0.35 acres.

LAWRENCE LOT 1 & R/W

Beginning at point on the Western R/W of Horton Rd. said point having N.C. grid coordinates of N=702,451.03' & E=2,012,535.45' NAD'83/2011; thence runs the following metes & bounds; S 81-33'-19" W 219.74' , S 53-46'-27" W 202.60' , S 75-15'-45" W 136.50', S 53-46'-27" W 23.80' , S 32-17'-09" W 40.95' , S 53-46'-27" W 95.00' , S 36-13'-33" E 140.03' , S 60-03'-08" W 360.10' N 70-02'-56W 190.98' , N 01-32'-08" E 936.99' , N 82-52'-11" E 788.76' , S 84-51'-13" E 17.22' , S70-06'-05" E 42.08' , S 54-48'-14" E 42.69' , N 50-59'-03" E 30.00' , S38-39'-12" E 45.46' , S 22-54'-39" E 49.88' , S 14-54'-42" E 49.95' , S 13-58'-01" E 50.05' , S 13-35'-09" E 49.97' , S 13-36'-24" E 50.04' , S 13-55'-12"E 49.97' , S 13-41'-55" E 50.07' , S 13-36'-51" E 50.00' , S 12-38'-19" E 49.98' , S 10-05'-34"E 19.75' , S 81-33'-19" W 30.01' to the point and place of beginning. This description is lot 1 & the Western ½ of Horton Rd. R/W containing 758,162 sq. ft. or 17.41 acres.


Prepared by: Town of Apex Planning Department
November 2023
October 2023 Aerial Photography
Horton Rd
Horton Elms Dr
Jordan Shires Dr
Shires Edge Dr
Jordan Pointe
Horton Ridge Blvd
Horton Hill Dr
Annexation #768
Gracewood PUD
0
400
800
Feet



VICINITY MAP N. T. S.

ANNEXATION #_____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THAT THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED

THE_____ DAY OF _____, 2023
BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF
THE TOWN OF APEX_____/_____/2023

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBERANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE

NORTH NC GRID (NAD 83/2011)

COMBINED SCALE FACTOR
0.99995432

LEGEND

_____	LINES SURVEYED
_ _ _ _ _	LINES NOT SURVEYED
E.I.P. ----	EXISTING IRON PIPE
I.P.S. ----	IRON PIPE SET
C.M.S. ----	CONCRETE MONUMENT SET
E.C.M. ---	EXISTING CONCRETE MONUMENT
P.K.S. ---	P.K. NAIL SET
E.P.K. ---	EXISTING P.K. NAIL
R/W -----	RIGHT OF WAY
D.B. -----	DEED BOOK
P.P. -----	POWER POLE
O.H.W. ---	OVER HEAD WIRE
R.R.S. ---	RAILROAD SPIKE
(1234) --	ADDRESSES
M.I.S. ---	MAXIMUM IMPERVIOUS SURFACE:

O a. This survey creates a subdivision of land within the area of a county or municapality that has an ordinance that regulates parcels of land.
O b. This survey is located in a portion of a county or municapality that is unregulated as to an ordinance that regulates parcels of land.
O c. Any one of the following:
1. That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
2. That the survey is of an existing building or other structure, or natural feature, such as a watercourse; or
3. That the survey is a control survey.
O d. This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.
O e. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (a) through (d) above.

This parcel is located in the APEX Planning jurisdiction.

NORTH CAROLINA
WAKE COUNTY

I, Barry L. Scott, certify that this plat was drawn under my supervision from (an actual survey made under my supervision)(deed description recorded in Book 15877, page 674 etc.)(other), that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE , page REF.; that the ratio of position or positional accuracy as calculated is 1:10,000+; that this plat was prepared in accordance with NCGS 47-30 amended. Witness my original signature, registration number and seal this 31st day of October A.D. 2023.

NORTH CAROLINA PROFESSIONAL SEAL L-3156 LAND SURVEYOR BARRY L. SCOTT
10.31.2023

LINE DATA

LINE	BEARING	DISTANCE
L1	S 53°46'27" W	23.80'
L2	S 32°17'09" W	40.95'
L3	S 53°46'27" W	95.00'
L4	S 84°51'13" E	17.22'
L5	S 70°06'05" E	42.08'
L6	S 54°48'14" E	42.69'
L7	S 38°39'12" E	41.12'
L8	S 22°54'39" E	43.63'
L9	S 14°54'41" E	47.61'
L10	S 13°58'01" E	49.70'
L11	S 13°35'09" E	49.88'
L12	S 13°36'24" E	50.13'
L13	S 13°55'12" E	49.99'
L14	S 13°41'55" E	49.99'
L15	S 13°36'55" E	49.72'
L16	S 12°38'19" E	49.06'
L17	S 10°05'34" E	18.22'
L22	S 38°39'12" E	45.46'
L23	S 22°54'39" E	49.88'
L24	S 14°54'41" E	49.95'
L25	S 13°58'01" E	50.05'
L26	S 13°35'09" E	49.97'
L27	S 13°36'24" E	50.04'
L28	S 13°55'12" E	49.97'
L29	S 13°41'55" E	50.07'
L30	S 13°36'51" E	50.00'
L31	S 12°38'19" E	49.98'
L32	S 10°05'34" E	19.75'
L33	S 81°33'19" W	30.01'
L38	S 10°05'34" E	30.23'
L39	S 06°31'11" E	48.15'
L40	S 03°12'09" E	33.35'
L41	S 89°11'31" W	52.02'
L42	N50°59'03" E	30.00'

HORTON ROAD - NCSR 1140
60' PUBLIC R/W

R/W
℄
R/W

EIP N 82°52'11" E 936.99'

788.76' L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L42 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32 L33 L38 L39 L40 L41

S 81°33'19" W 219.74'
N=702,451.03'
E=2,012,535.45'
NAD 83/2011

S 60°03'08" W
N=702,340.14'
E=2,012,548.08'
NAD 83/2011

R/W
℄
R/W

ANNEXATION #498
BM 2014, PG. 452

LOT 1
742949 Sq. Feet
17.06 Acres

ANNEXATION #599
BM 2017, PG. 1295

EIP 202.60' S 53°46'27" W
EIP 136.50' S 75°15'45" W
EIP L1 EIP L2 EIP L3 EIP

LOT 2
LAWRENCE LIVING TRUST
DB 15877, PG. 674
PIN#: 0710222226

S 36°13'33" E 140.03'
EIP 586.71' S 60°03'08" W
N 01°32'08" E
EIP 190.98' N 70°02'56" W EIP 360.10'

A.M. WILLIAMSON
DB 17626, PG. 102
PIN#: 0710123481

D. R. STIREWALT
DB 6673, PG. 838
PIN#: 0710223053

UNITED STATES OF AMERICA
DB 1860, PG. 439
PIN#: 0710258692
JORDAN RESERVOIR

AREA IN LOT 1
742949 Sq. Feet
17.06 Acres

AREA IN LOT 1 R/W
15213 Sq. Feet
0.35 Acres

TOTAL AREA TO BE ANNEXED
758162 Sq. Feet
17.41 Acres

PLAT REFERENCE
BOM 1989, PG. 1463 W.C.R.
BOM 2011, PG. 690 W.C.R.
BOM 2014, PG. 452 W.C.R.
BOM 2017, PG. 355 W.C.R.

100' 50' 0' 100'
1" = 100'
HORIZONTAL GROUND DISTANCE
AREA COMPUTED BY COORD. GEOMETRY METHOD

LOT 1, D. W. LAWRENCE AND S. R. LAWRENCE PROPERTY AS RECORDED IN B.O.M. 2017, PG. 355 W.C.R.

THIS PLAT RECORDED IN B. O. M. / P. B. / P. C. _____, PG. _____, WAKE COUNTY REGISTRY SHEET 1 OF 1

SUB/1LAWREN

BARRY L. SCOTT
LAND SURVEYING
PROFESSIONAL LAND SURVEYORS
P. O. BOX 12493
RALEIGH, NORTH CAROLINA 27605
TEL: 919/859-0464
JOB NO : 23-10-01

9613 HORTON ROAD-NEW HILL, N.C.
ANNEXATION MAP for the TOWN OF APEX

TOWN OF APEX

OWNERS: LAWRENCE LIVING TRUST
DONALD W. LAWRENCE TRUSTEE

PARCEL(S):
PIN(S): 0710129520
COUNTY: WAKE
STATE OF NORTH CAROLINA, U.S.A.
TAX MAP:
ZONED: R-80W
TOWNSHIP: BUCKHORN

DATE: 08-30-23
FIELD BK:
SURVEYED BY:

REVISED	
DATE:	10-01-23
DATE:	10-18-21
DATE:	10-31-23

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 #: 2023-018 Submittal Date: 9-1-2023

Fee Paid $ 200.00 Check # 2801

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

Donald Lawrence & Sharon Lawrence, Trustees	0710129520
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-418-3631	memesl@aol.net
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: Barry L. Scott Land Surveying

Phone: 919-859-0464 Fax: 919-859-1660

E-mail Address: bls3156@gmail.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	17.41 ~~17.05~~	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:	0	Water service (new construction)	☐
Proposed # of housing units:	19	Sewer service (new construction)	☐
Zoning District*:	RR-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 Planning Department 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.)

Donald Lawrence, Trustee — Please Print
Donald Lawrence — Signature

Sharon Lawrence, Trustee — Please Print
Sharon J. Lawrence — Signature

_____ — Please Print
_____ — Signature

_____ — Please Print
_____ — Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, this the 31st day of, August, 2023.

_____ — Notary Public

SEAL

ERIN MARCUM
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 11/19/2025

My Commission Expires: November 19, 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: _____

LAWRENCE PROPERTY LOT 1

Beginning at a point on the Western R/W of Horton Rd. NCSR 1140 said point having N.C. grid coordinates of N= 702,452.17' and E= 2,012,534.81' (NAD'3/ 2011) Thence runs S 81-14'-03" W 219.29' to a point; thence runs S 53-46'-27" W 202.60' to a point; thence runs S 75- 15'-46" W 136.50' to a point; thence runs S 89-11'-31" W 52.11' to a point; thence runs S 32-17'-09" W 40.95 to a point; thence runs S 53-46'-27" W 95.00' to a point; thence runs S 36-13'-33" E 140.03' to a point; thence runs S 60-03'-08" W 360.10' to a point; thence runs N 70-02'-56" W 190.98' to a point; thence runs N 01-32'-08" E 936.99' to a point on the Southern R/W of Horton Rd. NCSR 1140 thence runs with Horton rd. the following metes and bounds; N 82-52'-11" E 788.76' , S 84-51'-13" E 17.22'; S70-06'-05" E 42.08' ; S 54-48'-14" E 41.96' ; S 38-39'-12" E 41.31' ; S 22-54'-39" E 43.63' ; S 14-54'-41"E 47.61' ; S 13-58'-01"E 19.70' ; S 13-35'-09" E 49.88' ; S 13-36'-24" E 50.12' ; S 13-41'-55" E 49.99' ; S 13-36'-51" E 49.72' ; S 12-38'-19" E 49.06'; S 10-05'-34" E 17.33' to the point and place of beginning. This lot is known as lot 1 and contains 742,622 sq. ft. or 17.05 acres as recorded in BOM 2017, pg.355 WCR.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: November 28, 2023

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

Public hearing and possible motion to approve Rezoning Application No. 23CZ18 9551 and 9613 Horton Road and Ordinance. The applicant, Friendly Capital, LLC, seeks to rezone approximately 19.25 acres from Rural Residential (RR) and Wake County R-80W to Rural Residential-Conditional Zoning (RR-CZ). The proposed rezoning is located at 9551 and 9613 Horton Road.

Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a Public Hearing on November 13, 2023 and by a vote of 7-0 voted to recommend approval of the rezoning with the conditions offered by the applicant.

Item Details

The properties to be rezoned are identified as PINs 0710222226 & 0710129520

Attachments

- PH5-A1: Staff Report - Rezoning Case No. 23CZ18 - 9551 and 9613 Horton Road
- PH5-A2: Planning Board Report to Town Council - Rezoning Case No. 23CZ18 - 9551 and 9613 Horton Road
- PH5-A3: Attachment A – Legal Description - Rezoning Case No. 23CZ18 - 9551 and 9613 Horton Road
- PH5-A4 – Statement and Ordinance of Town Council - Rezoning Case No. 23CZ18 - 9551 and 9613 Horton Road

All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Address:	9551 & 9613 Horton Rd
Applicant:	Friendly Capital, LLC.
Owner:	Lawrence Living Trust

PROJECT DESCRIPTION:

Acreage:	+/- 19.25 acres
PINs:	0710222226 & 0710129520
Current Zoning:	Rural Residential (RR) and Wake County R-80W
Proposed Zoning:	Rural Residential-Conditional Zoning (RR-CZ)
Current 2045 Land Use Map:	Rural Density Residential
2045 Land Use Map if rezoned as proposed:	Rural Transition Residential
Town Limits:	Inside Corporate Limits and Outside Corporate Limits

ADJACENT ZONING & LAND USES:

	Zoning	Land Use
North:	Wake County Residential-80W District (R-80W)	Horton Rd; Single-family Residential; Forestry
South:	Wake County Residential-80W District (R-80W)	Single-family Residential; US Army Corps of Engineers Land
East:	Planned Unit Development-Conditional Zoning (PUD-CZ #13CZ30)	Horton Rd; Single-family Residential (Jordan Pointe)
West:	Wake County Residential-80W District (R-80W)	Single-family Residential

EXISTING CONDITIONS:

The site consists of two (2) parcels totaling +/- 19.25 acres and is located on the south and west sides of Horton Road. The larger parcel contains a large farm pond and is somewhat wooded as it was selectively logged nearly two years ago. The smaller parcel is wooded with the exception of a Town of Apex pump station.

NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood meeting on August 30, 2023. The meeting report is attached to the staff report. Per the UDO, a second neighborhood meeting was conducted on October 24, 2023. The report for that meeting is also attached.

2045 LAND USE MAP:

The 2045 Land Use Map designates the site as Rural Density Residential. The applicant proposes a rezoning to Rural Residential-Conditional Zoning (RR-CZ) district, which is not a valid district within that Land Use Map designation. If the properties are rezoned as proposed, the 2045 Land Use Map will automatically be amended to Rural Transition Residential per NCGS 160D-605(a). The change to the Land Use Map will provide a transition between the development in the Low Density Residential classified areas to the east (Jordan Pointe) and south (Gracewood) and the Rural Density Residential and Protected Open Space classified areas to the west.

WCPSS Coordination:

A Letter of Impact from Wake County Public School System (WCPSS) was received for this rezoning and is included

in the staff report packet. WCPSS indicates that all schools within the current assignment area for this rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated. School expansion or construction within the next five years may address concerns at the elementary and high school levels. Possible long-term solutions may include capping students out to schools with available seats (not very proximate), reassignments, or calendar changes.

PROPOSED ZONING CONDITIONS:

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. Single-family
2. Accessory apartment
3. Utility, minor
4. Greenway
5. Park, active
6. Park, passive

Proposed Conditions:

Architectural Conditions:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
5. 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
6. A varied color palette shall be utilized 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.
7. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
8. Front porches shall be a minimum of 6 feet deep.

Additional Conditions:

1. This development shall provide a gross maximum density of 1.0 units per acre (including open space and R/W).

2. This project shall be stage graded per UDO Sec. 7.2.5.C.
3. The maximum built-upon area for this development shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
   (a) Front – 25 ft; (b) Side – 8 ft. min/20 ft. total; (c) Corner side – 15 ft; (d) Rear – 25 ft.
4. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events.
5. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
6. Developer shall install pollinator-friendly and native flora within SCM planting areas.
7. At least 75% of the plant species used in the landscape design shall be native species.
8. A minimum of one pet waste station shall be installed in HOA common area.
9. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. The developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.
10. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
11. A variable width landscape buffer shall be provided along the western boundary, with the widths and types defined as follows:
    - 20' undisturbed buffer from Horton Road to a point 320' south of Horton Road.
    - 40' undisturbed buffer from that point 320' south of Horton Road to a point 450' south of Horton Road.
    - 75' undisturbed buffer from that point 450' south of Horton Road to the southernmost extent of the western boundary.
12. A 200' minimum undisturbed buffer shall be provided along the USACE property to the southwest. In addition, any proposed residential lots shall be no less than 400' from the USACE property.
13. While this low-density development would otherwise be exempt from the RCA requirements established in UDO Sec. 8.1.2.C, this project shall provide buffers and RCA equal to or greater than 25% of the gross site acreage.
14. Native pollinator gardens, rain gardens, or "Piedmont Prairies" shall be planted within the footprint of the existing pond once it is drained, not including any area used for stormwater control measures or area within proposed residential lots. A farm-style split rail fence shall be installed between these gardens and any adjoining residential lots.
15. To reduce irrigation, HOA covenants shall not prohibit clover lawns or warm season grasses throughout the neighborhood.
16. To support wildlife and pollinators, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter on areas without turf grass, including individual homes and HOA owned common areas.
17. HOA covenants shall prohibit mosquito fogging within the neighborhood.
18. HOA covenants shall not restrict the construction of accessory dwelling units.
19. Developer shall improve Horton Road along the property frontage to ½ of a 24-foot edge-to-edge roadway typical section within the existing 60-foot public right of way. The typical pavement section shall include 10-foot travel lanes and 2-foot paved shoulders, plus a 5-foot wide concrete sidewalk at the back of ditch. Horton Road shall meet the minimum geometric standards of a Town of Apex Residential street, having a 25-mph minimum design speed and a minimum horizontal curve radius of 198'.

ENVIROMENTAL ADVISORY BOARD:

The Apex Environmental Advisory Board (EAB) held a meeting for this rezoning on September 21, 2023. The

zoning conditions recommended by the EAB are listed below along with the applicant's response to each condition.

EAB Suggested Conditions	Applicant's Response
1. Please add a zoning condition that formally commits to the "significant open space and tree save areas" mentioned in the response to question 4. Providing a condition to meet or exceed the UDO's RCA requirement (30% for single family) is preferred.	Added. 25% RCA
2. To reduce the Urban Heat Island Effect and conserve energy, the roofs of homes shall be light or white colored or utilize a cool roof material.	Not Added.
3. All houses shall be equipped with solar conduit for future solar panels.	Added.
4. The developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.	Added.
5. The builder shall install a minimum 4kWh photovoltaic solar panel system on at least 1 house if the cool roofs option is not pursued.	Not Added.
6. At least 75% of the plants used shall be native.	Added.
7. No single species of vegetation shall constitute more than 20% of the plant material of its type within a single development site.	Not Added.
8. In order to reduce irrigation, the HOA shall permit warm season grasses and clover lawns.	Added.
9. To preserve and protect existing species and habitats, the existing pond shall be preserved if structurally sound. The pond shall be evaluated by an engineer prior to Site or Subdivision Plan submittal. If structurally sound, it shall be planted with 75% native vegetation, which will be reviewed and coordinated with Planning Staff. Existing vegetation may be counted towards this requirement.	Not Added. Drained Pond will be planted with native vegetation.
10. In order to support wildlife and pollinators, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter on areas without turfgrass, including individual homes and HOA owned common areas.	Added.
11. To reduce irrigation, HOA covenants shall not prohibit clover lawns or warm season grasses throughout the neighborhood.	Added.
12. HOA covenants shall prohibit mosquito fogging within the neighborhood.	Added.
13. A farm-style split rail fence shall be installed where wooded or natural condition Resource Conservation Area (RCA) or preserved common area abuts individual residential lots. Signage shall be installed that identifies the area as Resource Conservation Area or preserved common area.	Modified. Added between planted pond and lots.
14. A minimum of one pet waste station shall be installed in HOA common area.	Added.
15. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.	Added.

Parks, Recreation, and Cultural Resources Advisory Commission:

Because this project will have less than 30 Single Family Detached units, UDO Sec. 14.1.2 exempted it from review by the Parks, Recreation, and Cultural Resources (PRCR) Advisory Commission. A fee-in-lieu recommendation will be presented by PRCR Staff to the Town Council prior to Master Subdivision Plan approval.

The fee-in-lieu rate is updated in January of each year and is assigned based on the date of Town Council approval. The rate is per Single Family Detached unit and is paid at the time of subdivision plat.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of the rezoning petition as proposed by the applicant.

Planning Board Recommendation:

Planning Board held a public hearing at their regularly scheduled meeting on November 13, 2023. The Planning Board unanimously voted to recommend approval of Rezoning Case #23CZ18 9551 & 9613 Horton Road with the conditions as presented by the applicant.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

> The 2045 Land Use Map designates the site as Rural Density Residential. The applicant proposes a rezoning to Rural Residential-Conditional Zoning (RR-CZ) district, which is not a valid district within that Land Use Map designation. If the properties are rezoned as proposed, the 2045 Land Use Map will automatically be amended to Rural Transition Residential per NCGS 160D-605(a). The change to the Land Use Map will provide a transition between the development in the Low Density Residential classified areas to the east (Jordan Pointe) and south (Gracewood) and the Rural Density Residential and Protected Open Space classified areas to the west.
>
> The proposed rezoning is reasonable and in the public interest because it will permit single-family development at a maximum density of 1 dwelling unit per acre, while also implementing stricter environmental conditions than the UDO requires, providing a 200-foot undisturbed buffer adjacent to the US Army Corps land, providing a variable width buffer adjacent to the large lot single-family on the west, and improving this section of Horton Road.

LEGISLATIVE CONSIDERATIONS

The Town Council shall find the Rural Residential-Conditional Zoning (RR-CZ) demonstrates compliance with the following standards. 2.3.3(F):

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.

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.
2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance

with Sec 4.4 *Supplemental Standards,* if applicable.

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.

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.

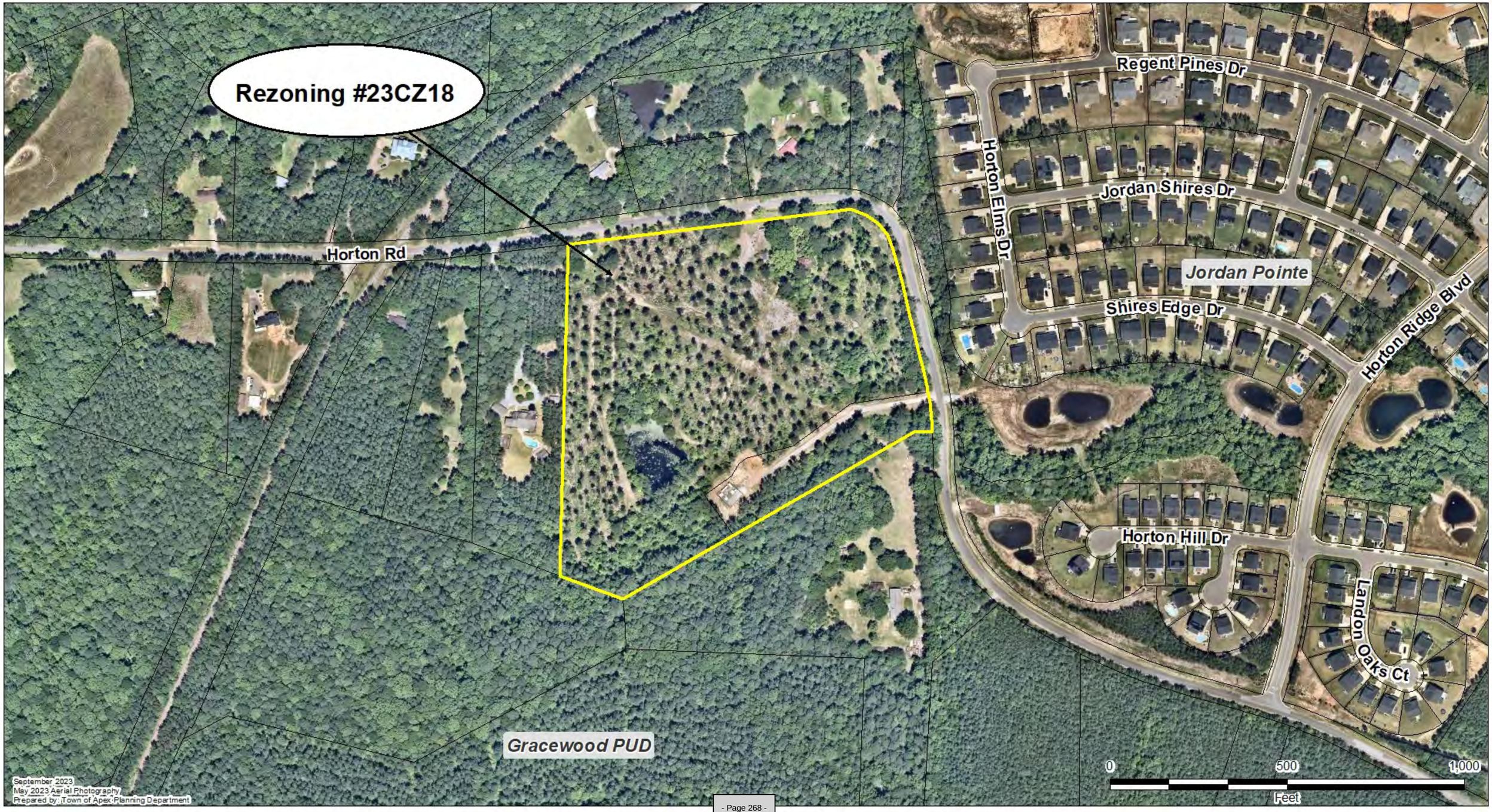
6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

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.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

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.

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.


Rezoning #23CZ18
Horton Rd
Regent Pines Dr
Horton Elms Dr
Jordan Shires Dr
Jordan Pointe
Shires Edge Dr
Horton Ridge Blvd
Horton Hill Dr
Landon Oaks Ct
Gracewood PUD
0
500
1,000
Feet
September 2023
May 2023 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 #: 23CZ18 Submittal Date:

Fee Paid:

Project Information

Project Name: Horton Road Rezoning

Address(es): 9551 & 9613 Horton Rd

PIN(s): 0710-22-2226 & 0710-12-9520

Acreage: 19.25

Current Zoning: RR & R-80W Proposed Zoning: RR-CZ

Current 2045 LUM Classification(s): Rural Density Residential

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: Friendly Capital LLC

Address: 7101 Creedmoor Road, Suite 122

City: Raleigh State: NC Zip: 27613

Phone: 919-845-6688 E-mail: andy@ccdattorneys.com

Owner Information

Name: Lawrence Living Trust

Address: PO Box 268

City: New Hill State: NC Zip: 27562

Phone: E-mail:

Agent Information

Name: Jones & Cnossen Engineering, PLLC - Peter Cnossen

Address: 221 N. Salem St., Suite 001

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 E-mail: peter@jonescnossen.com

Other contacts:

PETITION INFORMATION

Application #: 23CZ18 Submittal Date: _____

An application has been duly filed requesting that the property described in this application be rezoned from RR & R-80W to RR-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	Single Family	21	
2	Accessory Apartment	22	
3	Utility, minor	23	
4	Park, active	24	
5	Park, passive	25	
6	Greenway	26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

PETITION INFORMATION

Application #: 23CZ18 **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 list.

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.

This rezoning would propose to amend the 2045 Land Use Map in order to convert the designation from Rural Density Residential to Rural Transition Residential. We believe this to be an appropriate LUM designation serving as a transition from the Low Density Residential to the east and south and the Rural Residential to the west and north.

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 conditional rezoning will cap the density at 1 unit/acre. This density is compatible as a transition from the nearby low density residential properties to the east and south and rural residential properties to the west and north.

Architectural Conditions for RR-CZ - Single Family Residential

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
5. 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
6. A varied color palette shall be utilized 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.
7. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
8. Front porches shall be a minimum of 6 feet deep.

Additional Zoning Conditions

1. This development shall provide a gross maximum density of 1.0 units per acre (including open space and R/W).
2. This project shall be stage graded per UDO Sec. 7.2.5.C.
3. The maximum built-upon area for this development shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
   (a) Front – 25 ft; (b) Side – 8 ft. min/20 ft. total; (c) Corner side – 15 ft; (d) Rear – 25 ft.
4. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10 year, and 25 year 24-hour storm events.
5. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
6. Developer shall install pollinator-friendly and native flora within SCM planting areas.
7. At least 75% of the plant species used in the landscape design shall be native species.
8. A minimum of one pet waste station shall be installed in HOA common area.
9. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.
10. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
11. A variable landscape buffer shall be provided along the western boundary, with the widths and types as defined below. Buffer encroachments shall be allowed for Town of Apex required Transportation and Public Utility extensions.
    - 20' undisturbed buffer from Horton Road to a point 320' south of Horton Road.
    - 40' undisturbed buffer from that point 320' south of Horton Road to a point 450' south of Horton Road.
    - 75' undisturbed buffer from that point 450' south of Horton Road to the southernmost extent of the western boundary.
12. A 200' minimum undisturbed buffer shall be provided along the USACE property to the southwest. In addition, any proposed residential lots shall be no less than 400' from the USACE property.
13. While this low-density development would otherwise be exempt from the RCA requirements established in UDO Sec. 8.1.2.C, this project shall provide buffers and RCA equal to or greater than 25% of the gross site acreage.
14. Native pollinator gardens, rain gardens, or "Piedmont Prairies" shall be planted within the footprint of the existing pond once it is drained, not including any area used for stormwater control measures or area within proposed residential lots. A farm-style split rail fence shall be installed between these gardens and any adjoining residential lots.
15. To reduce irrigation, HOA covenants shall not prohibit clover lawns or warm season grasses throughout the neighborhood.
16. To support wildlife and pollinators, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter on areas without turf grass, including individual homes and HOA owned common areas.
17. HOA covenants shall prohibit mosquito fogging within the neighborhood.
18. HOA covenants shall not restrict the construction of accessory dwelling units.
19. Developer shall improve Horton Road along the property frontage to ½ of a 24-foot edge-to-edge roadway typical section within the existing 60-foot public right of way. The typical pavement section shall include 10-foot travel lanes and 2-foot paved shoulders, plus a 5-foot wide concrete sidewalk at the back of ditch. Horton Road shall meet the minimum geometric standards of a Town of Apex Residential street, having a 25-mph minimum design speed and a minimum horizontal curve radius of 198'.

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 proposed low density residential use will allow for a custom home development of large lots that will be stage graded to minimize loss of existing tree canopy. Horton Road is a residential street which should provide for safe travel of residence, service and emergency vehicles. The impact to surrounding properties is expected to be minimal.

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 conditional zoning district will minimize environmental impacts by offering to following; including stormwater management of the 25-year storm, provision of at least one pet station in HOA common area, provisions for solar conduit on all homes, wiring of all garages for electric vehicle charging and use of native plant species for landscaping.

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 conditional zoning district should not adversely impact public facilities and services which are in the immediate vicinity of the parcels. Horton Road is a rural collector which should provide for the limited increase in traffic for this low density development.

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 development of this parcel should not have a negative affect on the health, safety or welfare of Apex citizens.

8) *Detrimental to adjacent properties.* **Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.**

The conditional zoning district is planned to allow for custom homes on large lots. Further, significant open space is planned adjacent to the existing Corps land to the southwest. For these reasons, we believe that the planned use should not substantially impact adjacent properties.

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.**

Residential homes generally do not constitute a nuisance or hazard because of the character of the neighborhood. The number of units planned for these parcels is small and the impact of these units on the surrounding area should be minimal.

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 conditional zoning district will follow the standards of the Town of Apex UDO.

AGENT AUTHORIZATION FORM

Application #: 23CZ18 Submittal Date: _____

Donald Lawrence & Sharon Lawrence, Trustees 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: 9613 Horton Rd

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: Peter Cnossen

Address: 221 N. Salem St., Suite 001, Apex NC 27502

Telephone Number: (919) 387-1174

E-Mail Address: peter@jonescnossen.com

Signature(s) of Owner(s)*

Don Lawrence

Don Lawrence — Type or print name — 8-31-23 — Date

Sharon J. Lawrence

Sharon J. Lawrence — Type or print name — 8-31-23 — 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 #: 23CZ18 **Submittal Date:** _____

The undersigned, Donald Lawrence & Sharon Lawrence, Trustees (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 9613 Horton Rd 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 12/18/2014, and recorded in the Wake County Register of Deeds Office on 12/23/2014, in Book 015877 Page 00674-00683.

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 12/18/2014, 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 12/18/2014, 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 31st day of August, 2023.

Don Lawrence Sharon J. Lawrence (seal)

Don Lawrence Sharon J-Lawrence
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 Don & SharonLawrence, 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.

ERIN MARCUM
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 11/19/2025

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: November 19, 2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 23CZ18 Submittal Date:

Insert legal description below.

LAWRENCE PROPERTY LOT 1

Beginning at a point on the Western R/W of Horton Rd. NCSR 1140 said point having N.C. grid coordinates of N= 702,452.17' and E= 2,012,534.81' (NAD'3/ 2011) Thence runs S 81-14'-03" W 219.29' to a point; thence runs S 53-46'-27" W 202.60' to a point; thence runs S 75- 15'-46" W 136.50' to a point; thence runs S 89-11'-31" W 52.11' to a point; thence runs S 32-17'-09" W 40.95 to a point; thence runs S 53-46'-27" W 95.00' to a point; thence runs S 36-13'-33" E 140.03' to a point; thence runs S 60-03'-08" W 360.10' to a point; thence runs N 70-02'-56" W 190.98' to a point; thence runs N 01-32'-08" E 936.99' to a point on the Southern R/W of Horton Rd. NCSR 1140 thence runs with Horton rd. the following metes and bounds; N 82-52'-11" E 788.76' , S 84-51'-13" E 17.22'; S70-06'-05" E 42.08' ; S 54-48'-14" E 41.96' ; S 38-39'-12" E 41.31' ; S 22-54'-39" E 43.63' ; S 14-54'-41"E 47.61' ; S 13-58'-01"E 19.70' ; S 13-35'-09" E 49.88' ; S 13-36'-24" E 50.12' ; S 13-41'-55" E 49.99' ; S 13-36'-51" E 49.72' ; S 12-38'-19" E 49.06'; S 10-05'-34" E 17.33' to the point and place of beginning. This lot is known as lot 1 and contains 742,622 sq. ft. or 17.05 acres as recorded in BOM 2017, pg.355 WCR.

AGENT AUTHORIZATION FORM

Application #: 23CZ18 **Submittal Date:** _____

Donald Lawrence & Sharon Lawrence, Trustees 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: 9551 Horton Rd

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: Peter Cnossen

Address: 221 N. Salem St., Suite 001, Apex NC 27502

Telephone Number: (919) 387-1174

E-Mail Address: peter@jonescnossen.com

Signature(s) of Owner(s)*

Sharon J. Lawrence

Sharon J. Lawrence — Type or print name — 8-31-23 — Date

Don Lawrence

Don Lawrence — Type or print name — 8-31-23 — 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 #: 23CZ18 **Submittal Date:** _____

The undersigned, Donald Lawrence & Sharon Lawrence, Trustees (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 9551 Horton Rd 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 12/18/2014, and recorded in the Wake County Register of Deeds Office on 12/23/2014, in Book 015877 Page 00674-00683.

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 12/18/2014, 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 12/18/2014, 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 31 day of August, 2023.

Don Lawrence Sharon J. Lawrence (seal)

Don Lawrence Sharon Lawrence

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 Don & Sharon Lawrence, 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.

ERIN MARCUM
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 11/19/2025

[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: November 19, 2025

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 23CZ18 Submittal Date:

Insert legal description below.

LAWRENCE PROPERTY LOT 2

Beginning at point on the Western R/W of Horton Rd. NCSR 1140, said point having N.C. grid coordinates of N=702,340.14' and E= 2,012,548.17' (NAD `83/2011) Thence runs S 89-11'-31" W 52.11'; thence runs S 60-03'-08" W 586.71' to a point; thence runs N 36-13'-33" W 140.03' to a point; thence runs N 53-46'-27" E 95.00' to a point; thence runs N 32-17'-09" E 40.95' to a point; thence runs N 53-46'-27" E 23.80' to a point; thence runs N 75-15'-45" E 136.50' to a point; thence runs N 53-46'-27" E 202.60' to a point; thence runs N 81-14'03" E 219.29' to a point on the Western R/W of Horton Rd. NCSR 1140; thence rubs with said R/W S 10-05'-34" E 31.12' to a point; thence runs S 06-31'-11" E 48.15' to a point; thence runs S 03-12'-09" E 15.14' to a point; thence runs S 04-56'-02" E 18.51' to the point and place of beginning. This lot is known as lot 2 and contains 95,717 sq. ft. or 2.19 acres as recorded in BOM 2017, pg. 355 WCR.

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, 2023

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

Address(es)	PIN(s)
9551 Horton Rd	0710-22-2226
9613 Horton Rd	0710-12-9520

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. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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)):

The parcels are proposed to be rezoned to Rural Residential-Conditional Zoning (RR-CZ) to allow for 19 single family lots with an average lot size of 20,000 sf. The rezoning will require a change in the 2045 Land Use Map from Rural Density Residential to Rural Transition Residential to allow for a density of 1 unit/acre.

Estimated submittal date: September 01, 2023

MEETING INFORMATION:

Property Owner(s) name(s):	Lawrence Living Trust, Donald & Sharon Lawrence Trustees
Applicant(s):	Jones & Cnossen Engineering, PLLC
Contact information (email/phone):	(919) 387-1174/peter@jonescnossen.com
Meeting Address:	Zoom - see enclosed details
Date/Time of meeting**:	August 30, 2023

Welcome: 6:00 pm Project Presentation: 6:05 pm Question & Answer: 6:15 - 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: Horton Road Rezoning Zoning: RR & R-80W

Location: 9551 & 9613 Horton Rd

Property PIN(s): 0710-22-2226 & 0710-12-9520 Acreage/Square Feet: 19.25

Property Owner: Lawrence Living Trust, Donald & Sharon Lawrence Trustees

Address: PO Box 268

City: New Hill State: NC Zip: 27562

Phone: _____ Email: _____

Developer: Friendly Capital LLC

Address: 7101 Creedmoor Road, Suite 122

City: Raleigh State: NC Zip: 27613

Phone: 919-845-6688 Fax: _____ Email: andy@ccdattorneys.com

Engineer: Jones & Cnossen Engineering, PLLC - Peter Cnossen

Address: 221 N. Salem St., Suite 001

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: 919-387-3375 Email: peter@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 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 Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 372-7505
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.

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 – Horton Road Rezoning

When: **August 30, 2023 - 6:00 PM Eastern Time** (US and Canada)

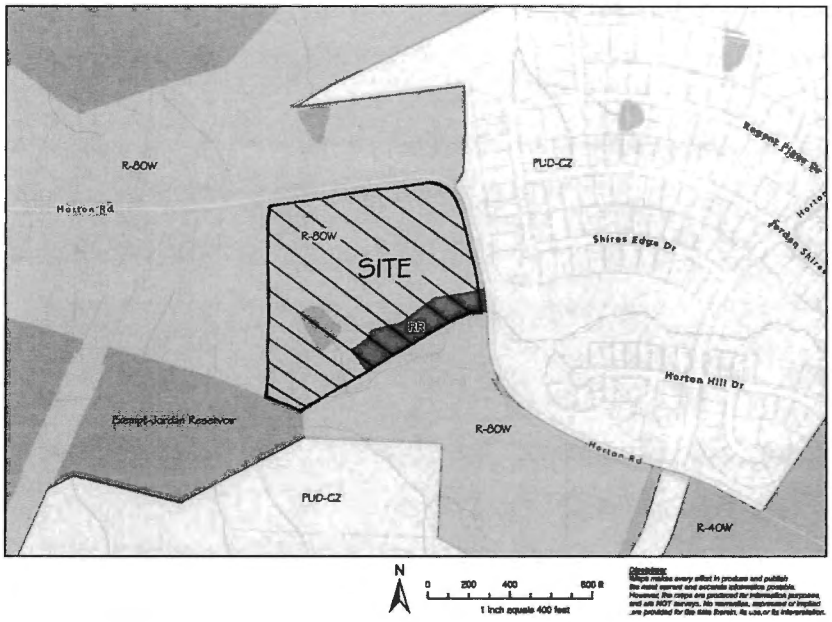
Register using the QR code:

Or go to: www.zoom.com. Click on "JOIN". Enter the Meeting ID: 819 8393 5962 and then the Passcode: 861193.

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on August 30th.

Or join the meeting by phone: dial (301) 715-8592 or (305) 224-1968 and enter the Meeting ID 819 8393 5962 and the Passcode 861193. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

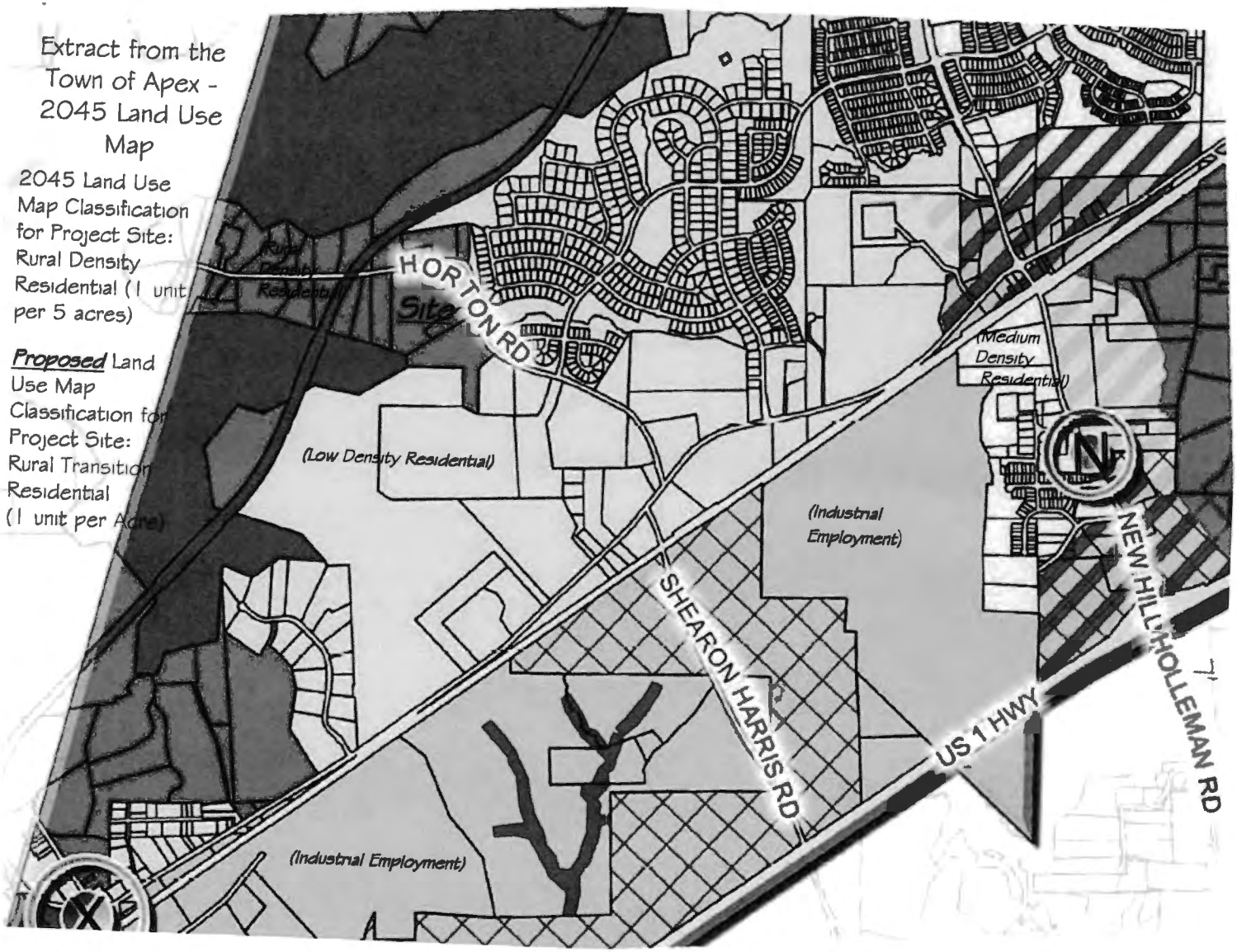
Vicinity & Existing Zoning Exhibit



Extract from the Town of Apex - 2045 Land Use Map

2045 Land Use Map Classification for Project Site: Rural Density Residential (1 unit per 5 acres)

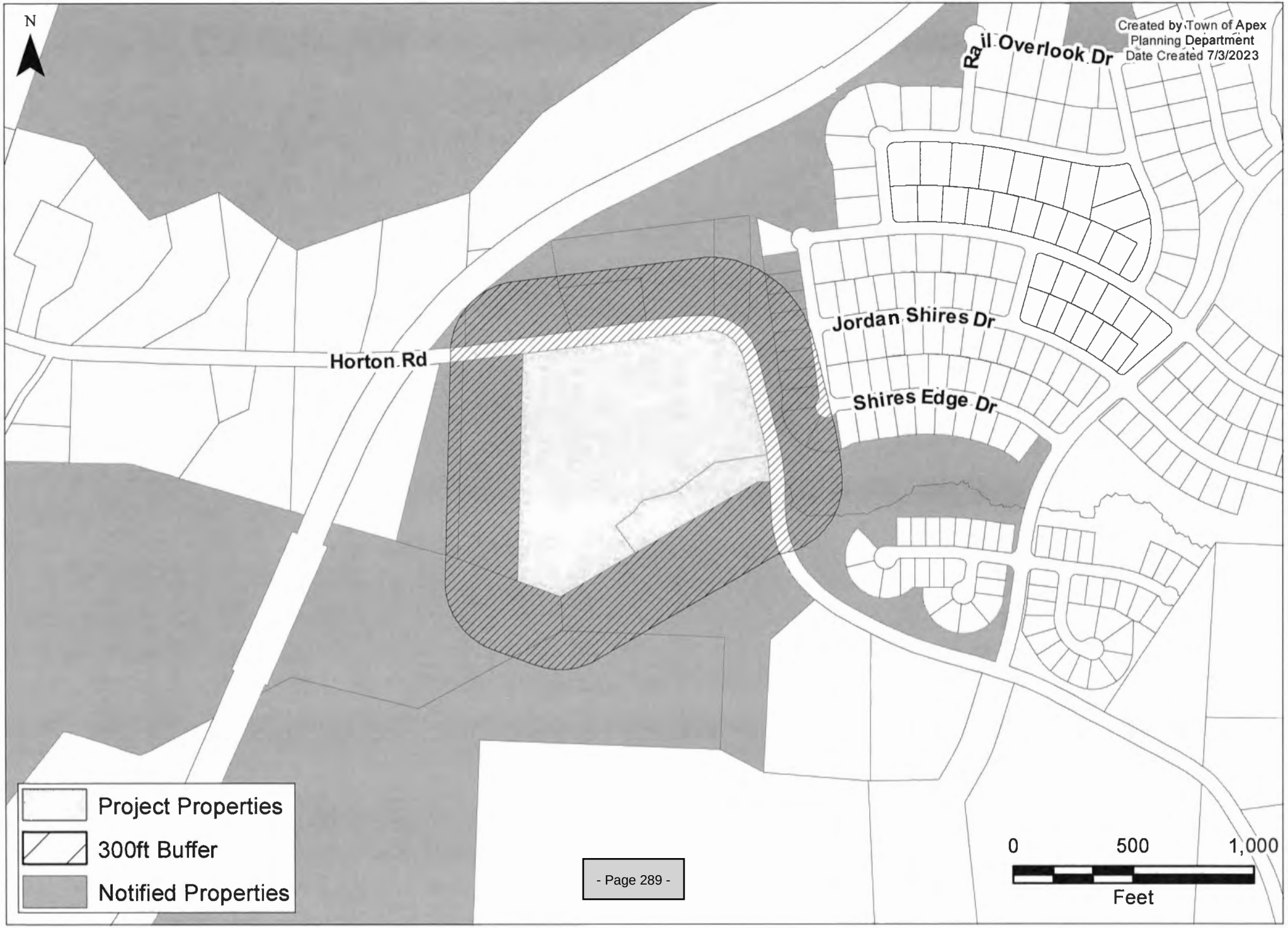
Proposed Land Use Map Classification for Project Site: Rural Transition Residential (1 unit per Acre)



SITE ADDRESS	PIN NUMBER				
2808 HORTON ELMS DR	0710236106	BREM, MICHAEL JOHN BREM, KARA MARIE	2808 HORTON ELMS DR	NEW HILL NC 27562-9342	
2816 HORTON ELMS DR	0710236030	BUCHANAN, KATHLEEN ANN BUCHANAN, KENNETH PAUL	2816 HORTON ELMS DR	NEW HILL NC 27562-9342	
9632 HORTON RD	0710135009	CAMPBELL, AUSTIN TYLER	9632 HORTON RD	NEW HILL NC 27562-9152	
0 OLD US 1 HWY	0619193138	CHATHAM PARTNERS LLC	3605 GLENWOOD AVE STE 220	RALEIGH NC 27612-3984	
2840 HORTON ELMS DR	0710227572	HEINEMAN, BROCK HEINEMAN, ISABEL LAUREANO	2840 HORTON ELMS DR	NEW HILL NC 27562-9342	
9620 HORTON RD	0710138057	JACOBS, JAMES MASON	9620 HORTON RD	NEW HILL NC 27562-9152	
0 HORTON HILL DR	0710311709	JORDAN POINTE HOMEOWNERS ASSOCIATION INC	PPM	11010 RAVEN RIDGE RD	RALEIGH NC 27614-8837
2804 HORTON ELMS DR	0710235294	LAMBDIN, PAUL L POFFENBERGER-LAMBDIN, BARBARA JEAN	2804 HORTON ELMS DR	NEW HILL NC 27562-9342	
9613 HORTON RD	0710129520	LAWRENCE LIVING TRUST LAWRENCE, DONALD W TRUSTEE	PO BOX 268	NEW HILL NC 27562-0268	
2836 HORTON ELMS DR	0710226578	MARTIN, DAVID LAWRENCE MARTIN, LIESL	2836 HORTON ELMS DR	NEW HILL NC 27562-9342	
9708 HORTON RD	0710122932	MIRC, THOMAS C MIRC, ERIN	9708 HORTON RD	NEW HILL NC 27562-9154	
2820 HORTON ELMS DR	0710226942	MORENO, JENNIFER MAE	2820 HORTON ELMS DR	NEW HILL NC 27562-9342	
2832 HORTON ELMS DR	0710226678	MUELLER, RALPH S TRUSTEE MUELLER, LINDA M TRUSTEE	500 PINEVIEW DR	MOUNT AIRY NC 27030-5296	
2828 HORTON ELMS DR	0710226786	REGMI, DIPAK KADEL, ANUPA	2828 HORTON ELMS DR	NEW HILL NC 27562-9342	
9429 HORTON RD	0710223053	STIREWALT, DAVID R STIREWALT, LUZETTA J	9429 HORTON RD	NEW HILL NC 27562-9149	
9604 HORTON RD	0710233294	SWAN, SUE F	PO BOX 67	NEW HILL NC 27562-0067	
2812 HORTON ELMS DR	0710236018	TORKA, JOHN PAUL TORKA, AFTON DANIELLE	2812 HORTON ELMS DR	NEW HILL NC 27562-9342	
2824 HORTON ELMS DR	0710226854	TWIFORD, ALLISON MOORE TWIFORD, WINBON JAMES IV	2824 HORTON ELMS DR	NEW HILL NC 27562-9342	
0 HORTON RD	0710258692	UNITED STATE OF AMERICA	310 NEW BERN AVE	RALEIGH NC 27601-1441	
9633 HORTON RD	0710123481	WILLIAMSON, ALICIA MICHELLE WILLIAMSON, ERIC SCOTT	9633 HORTON RD	NEW HILL NC 27562-9153	
9709 HORTON RD	0710121475	WILLIAMSON, ALICIA WILLIAMSON, ERIC	9633 HORTON RD	NEW HILL NC 27562-9153	
0 RAIL OVERLOOK DR	0710234507	WS-JPA LLC	660 STEAMBOAT RD FL 3	GREENWICH CT 06830-7150	
		TOWN OF APEX	PO BOX 250	APEX NC 27502	
		Current Tenant	9604 Horton RD	NEW HILL NC 27562	
		Current Tenant	9612 Horton RD	NEW HILL NC 27562	
		Current Tenant	2832 Horton Elms DR	NEW HILL NC 27562	

Created by Town of Apex Planning Department
Date Created: 7/3/2023

Notified Properties Within 300ft of the Project Properties



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 - see enclosed details

Date of meeting: August 30, 2023 Time of meeting: 6:00 - 7:00 pm

Property Owner(s) name(s): Lawrence Living Trust, Donald & Sharon Lawrence Trustees

Applicant(s): Jones & Cnossen Engineering, PLLC

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.	Peter Cnossen/Jones & Cnossen Engineering	221 N. Salem St., Suite 001			☐
2.	Eric & Alicia Williamson	9633 Horton Rd			☑
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): Lawrence Living Trust, Donald & Sharon Lawrence Trustees

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): peter@jonescnossen.com/(919) 387-1174

Meeting Address: Zoom - see enclosed details

Date of meeting: August 30, 2023 Time of meeting: 6:00 - 7:00 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 perimeter buffer along the western property boundary was requested to be 75' to minimize visual impacts to the backyard area of the adjacent parcel.

Applicant's Response:

The Town UDO requires a minimum 20' buffer along this property boundary based on the proposed use. But, this request will be reviewed to determine what increase in the buffer width can be offered for consideration. The neighbor's email was obtained, so contact will be made to follow-up once our review is complete.

Question/Concern #2:

The proposed 1 unit/1 acre density is not compatible with the current 1 unit/5 acre land use plan, and allows for too many lots. A density of 1 unit/ 2 acre was requested for this rezoning.

Applicant's Response:

The proposed density allows for up to 19 lots which are needed to offset the development costs associated with significant off-site improvements; namely, the improvements to Horton Road. We discussed a lower lot number concept plan being considered, but a 1 unit/2 acre density only allows for up to 9 lots which likely doesn't work.

Question/Concern #3:

Sidewalk was requested along the Horton Road site frontage and extending to Old US 1. Safety along Horton Road was mentioned as a concern for the existing residence.

Applicant's Response:

Horton Road is a planned rural collector requiring widening and sidewalk along the site frontage. Also, the Town has requested re-alignment of the sharp curve to meet the Town standard. This is being reviewed, but installation of off-site sidewalk is not something that I can agree to. And not sure why Jordan Pointe didn't install sidewalk.

Question/Concern #4:

Horton Road is a dead-end street and residence desire to maintain the rural context of this area.

Applicant's Response:

There are low density developments in the general vicinity of the two parcels, and the rezoning request provides for a transition from 1-3 unit/acre density to 1 unit/5 acre density. The immediate Town of Apex public utilities adjacent to the parcels also allow for efficiency of use in the rural transitional development.

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, Peggy Crotwell, 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 Zoom - see enclosed details (location/address) on August 30, 2023 (date) from 6:00 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.

8/31/2023
Date

By: [signature]

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, 2023.

SEAL

ERIN MARCUM
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 11/19/2025

[signature]
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.

October 06, 2023

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

Address(es)	PIN(s)
9551 Horton Rd	0710-22-2226
9613 Horton Rd	0710-12-9520

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. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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)):

The parcels are proposed to be rezoned to Rural Residential-Conditional Zoning (RR-CZ) to allow for 19 single family lots. The rezoning will require a change in the 2045 Land Use Map from Rural Density Residential to Rural Transition Residential to allow for a density of 1 unit/acre. This rezoning will also require annexation of the parcels into the Town of Apex. This is a follow-up meeting to the neighborhood meeting held on 8/30/23.

Estimated submittal date: Project was submitted on September 01, 2023

MEETING INFORMATION:

Property Owner(s) name(s):	Lawrence Living Trust, Donald & Sharon Lawrence Trustees
Applicant(s):	Jones & Cnossen Engineering, PLLC
Contact information (email/phone):	patrick@jonescnossen.com/(919) 387-1174
Meeting Address:	Zoom - see enclosed details
Date/Time of meeting**:	October 24, 2023 6:00-7:00 pm

Welcome: 6:00 pm Project Presentation: 6:05 - 6:15 pm Question & Answer: 6:15 - 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: Horton Road Rezoning Zoning: RR & R-80W

Location: 9551 & 9613 Horton Rd

Property PIN(s): 0710-22-2226 & 0710-12-9520 Acreage/Square Feet: 19.25

Property Owner: Lawrence Living Trust, Donald & Sharon Lawrence Trustees

Address: PO Box 268

City: New Hill State: NC Zip: 27562

Phone: _____ Email: _____

Developer: Friendly Capital LLC

Address: 7101 Creedmoor Road, Suite 122

City: Raleigh State: NC Zip: 27613

Phone: 919-845-6688 Fax: _____ Email: andy@ccdattorneys.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: 919-387-3375 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 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 Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 372-7505
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

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 – Horton Road Rezoning - Second Neighborhood Meeting

When: **October 24, 2023 - 6:00 PM Eastern Time** (US and Canada)

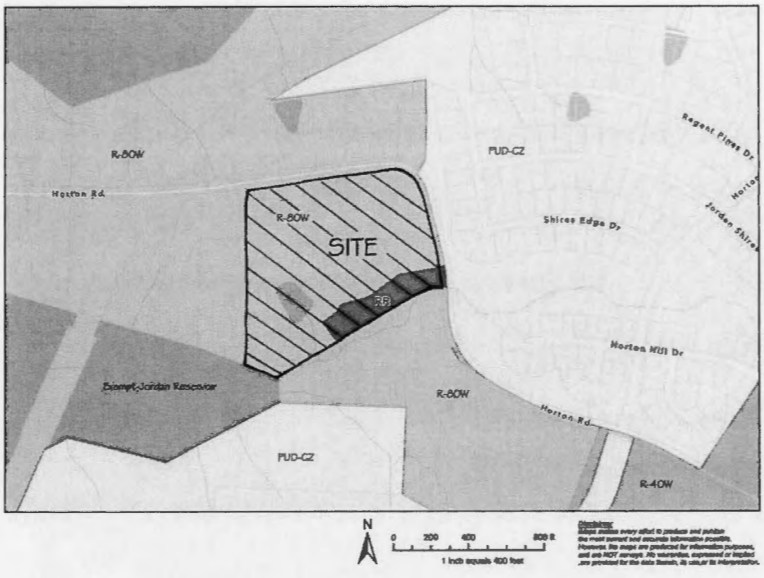
Register using the QR code:

Or go to: www.zoom.com. Click on "JOIN". Enter the Meeting ID: 848 6758 8965 and then the Passcode: 689533.

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on October 24th.

Or join the meeting by phone: dial (305) 224-1968 or (309) 205-3325 and enter the Meeting ID 848 6758 8965 and the Passcode 689533. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

Vicinity & Existing Zoning Exhibit



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.

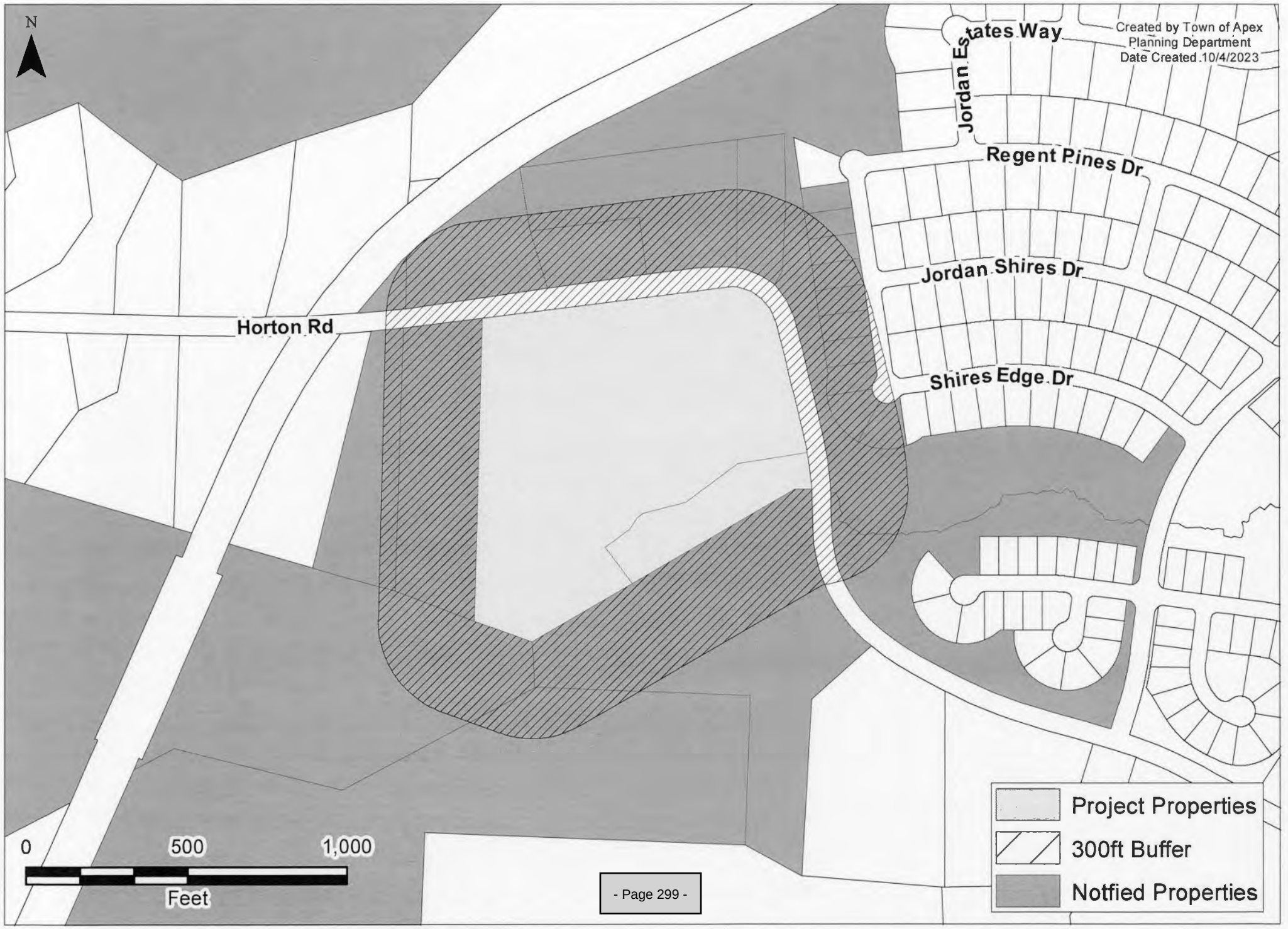
Electric Utility Installation: Rodney Smith 919-249-3342

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		
2808 HORTON ELMS DR	0710236106	BREM, MICHAEL JOHN BREM, KARA MARIE	2808 HORTON ELMS DR	NEW HILL NC 27562-9342	
2816 HORTON ELMS DR	0710236030	BUCHANAN, KATHLEEN ANN BUCHANAN, KENNETH PAUL	2816 HORTON ELMS DR	NEW HILL NC 27562-9342	
9632 HORTON RD	0710135009	CAMPBELL, AUSTIN TYLER	9632 HORTON RD	NEW HILL NC 27562-9152	
0 OLD US 1 HWY	0619193138	CHATHAM PARTNERS LLC	3605 GLENWOOD AVE STE 220	RALEIGH NC 27612-3984	
2840 HORTON ELMS DR	0710227572	HEINEMAN, BROCK HEINEMAN, ISABEL LAUREANO	2840 HORTON ELMS DR	NEW HILL NC 27562-9342	
9620 HORTON RD	0710138057	JACOBS, JAMES MASON	9620 HORTON RD	NEW HILL NC 27562-9152	
0 HORTON HILL DR	0710311709	JORDAN POINTE HOMEOWNERS ASSOCIATION INC	PPM	11010 RAVEN RIDGE RD	RALEIGH NC 27614-8837
2804 HORTON ELMS DR	0710235294	LAMBDIN, PAUL L POFFENBERGER-LAMBDIN, BARBARA JEAN	2804 HORTON ELMS DR	NEW HILL NC 27562-9342	
9613 HORTON RD	0710129520	LAWRENCE LIVING TRUST LAWRENCE, DONALD W TRUSTEE	PO BOX 268	NEW HILL NC 27562-0268	
2836 HORTON ELMS DR	0710226578	MARTIN, DAVID LAWRENCE MARTIN, LIESL	2836 HORTON ELMS DR	NEW HILL NC 27562-9342	
9708 HORTON RD	0710122932	MIRC, THOMAS C MIRC, ERIN	9708 HORTON RD	NEW HILL NC 27562-9154	
2820 HORTON ELMS DR	0710226942	MORENO, JENNIFER MAE	2820 HORTON ELMS DR	NEW HILL NC 27562-9342	
2832 HORTON ELMS DR	0710226678	MUELLER, RALPH S TRUSTEE MUELLER, LINDA M TRUSTEE	500 PINEVIEW DR	MOUNT AIRY NC 27030-5296	
2828 HORTON ELMS DR	0710226766	REGMI, DIPAK KADEL, ANUPA	2828 HORTON ELMS DR	NEW HILL NC 27562-9342	
9429 HORTON RD	0710223053	STIREWALT, DAVID R STIREWALT, LUZETTA J	9429 HORTON RD	NEW HILL NC 27562-9149	
9604 HORTON RD	0710233294	SWAN, SUE F	PO BOX 67	NEW HILL NC 27562-0067	
2812 HORTON ELMS DR	0710236018	TORKA, JOHN PAUL TORKA, AFTON DANIELLE	2812 HORTON ELMS DR	NEW HILL NC 27562-9342	
2824 HORTON ELMS DR	0710226854	TWIFORD, ALLISON MOORE TWIFORD, WINBON JAMES IV	2824 HORTON ELMS DR	NEW HILL NC 27562-9342	
0 HORTON RD	0710258692	UNITED STATE OF AMERICA	310 NEW BERN AVE	RALEIGH NC 27601-1441	
9633 HORTON RD	0710123481	WILLIAMSON, ALICIA MICHELLE WILLIAMSON, ERIC SCOTT	9633 HORTON RD	NEW HILL NC 27562-9153	
9709 HORTON RD	0710121475	WILLIAMSON, ALICIA WILLIAMSON, ERIC	9633 HORTON RD	NEW HILL NC 27562-9153	
0 RAIL OVERLOOK DR	0710234507	WS-JPA LLC	660 STEAMBOAT RD FL 3	GREENWICH CT 06830-7150	
		Current Tenant	9604 Horton RD	NEW HILL NC 27562	
		Current Tenant	9612 Horton RD	NEW HILL NC 27562	
		Current Tenant	2832 Horton Elms DR	NEW HILL NC 27562	

Created by Town of Apex Planning Department
Date Created 10/4/2023

Notified Properties Within 300ft of the Project Properties



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 - see enclosed details

Date of meeting: October 24, 2023 Time of meeting: 6:00 - 7:00 pm

Property Owner(s) name(s): Lawrence Living Trust, Donald & Sharon Lawrence Trustees

Applicant(s): Jones & Cnossen Engineering, PLLC

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 Kiernan/Jones & Cnossen Engineering	221 N. Salem St., Suite 001			☐
2.	Eric & Alicia Williamson	9633 Horton Rd			☑
3.	Peter Cnossen/Jones & Cnossen Engineering	221 N. Salem St., Suite 001			☐
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): Lawrence Living Trust, Donald & Sharon Lawrence Trustees

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): patrick@jonescnossen.com/(919) 387-1174

Meeting Address: Zoom - see enclosed details

Date of meeting: October 24, 2023 Time of meeting: 6:00 - 7:00 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:
Has the proposed landscape buffer along the western boundary changed at all since the initial meeting?

Applicant's Response:
We had a long discussion about the buffer, of which Mrs. Williamson is not currently satisfied with the provided width. We discussed possible changes that could be made to compromise further, and will follow up with the owner for consideration.

Question/Concern #2:
Will sidewalk be installed along the frontage of the property and will it continue further south along Horton Road to connect to Jordan Pointe or Old US 1?

Applicant's Response:
Currently the zoning requirement is to add 5' sidewalk along our project frontage, along the south side of Horton Road. We discussed the possibility of extending that sidewalk from the southeast corner all the way to Horton Ridge Blvd. where it would tie to the Jordan Point pedestrian network, but it would be dependant on receiving fee-in-lieu money from the Town.

Question/Concern #3:
Has the proposed density changed since the initial meeting?

Applicant's Response:
No, the density is still proposed to be one unit per acre, consistent with the original submission of the rezoning.

Question/Concern #4:
If there is a street stub, could it be stopped short of the western boundary so that the road doesn't extend all the way to the property line (which is the location of the Williamson's fire pit)?

Applicant's Response:
We can discuss this idea with the Apex Transportation Dept. to see if they could support this deviation from Town specs.

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, 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 Zoom - see enclosed details (location/address) on October 24, 2023 (date) from 6:00 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.

10/25/23
Date

By: _____

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 25th day of October, 2023.

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

23CZ18-PB-PN-Combined
apexnc.org/Docum...
Paused
Todoist
Apps & Sched
Maps & Plans
UDO
DDM
All Bookmarks
23CZ18-PB-PN-Co...
1 / 2
64%

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #23CZ18
Horton Road Rezoning

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Friendly Capital, LLC
Authorized Agent: Peter Cnossen, Jones & Cnossen Engineering, PLLC
Property Addresses: 9551 & 9613 Horton Rd.
Acreage: ±19.25 acres
Property Identification Numbers (PINs): 0710222226, 0710129520
Current 2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Existing Zoning of Properties: Rural Residential (RR) & Wake County R-80W
Proposed Zoning of Properties: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: November 13, 2023 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 27-November 13, 2023

23CZ18-PB-PN-Combined
apexnc.org/Docum...
Paused
Todoist Apps & Sched Maps & Plans UDO DDM All Bookmarks
23CZ18-PB-PN-Co... 2 / 2 64%

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ18
Horton Road Rezoning

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Friendly Capital, LLC
Agente autorizado: Peter Cnossen, Jones & Cnossen Engineering, PLLC
Dirección de las propiedades: 9551 y 9613 Horton Road
Superficie: ±19.25 acres
Números de identificación de las propiedades: 0710222226, 0710129520
Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de las propiedades: Rural Residential (RR) & Wake County R-80W
Ordenamiento territorial propuesto para las propiedades: Rural Residential-Conditional Zoning (RR-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de noviembre de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 27 de octubre - 13 de noviembre de 2023

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #23CZ18
Horton Road Rezoning

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Friendly Capital, LLC
Authorized Agent: Peter Cnossen, Jones & Cnossen Engineering, PLLC
Property Addresses: 9551 & 9613 Horton Rd.
Acreage: ±19.25 acres
Property Identification Numbers (PINs): 0710222226, 0710129520
Current 2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Existing Zoning of Properties: Rural Residential (RR) & Wake County R-80W
Proposed Zoning of Properties: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: November 13, 2023 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 27-November 13, 2023

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ18
Horton Road Rezoning

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Friendly Capital, LLC
Agente autorizado: Peter Cnossen, Jones & Cnossen Engineering, PLLC
Dirección de las propiedades: 9551 y 9613 Horton Road
Superficie: ±19.25 acres
Números de identificación de las propiedades: 0710222226, 0710129520
Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de las propiedades: Rural Residential (RR) & Wake County R-80W
Ordenamiento territorial propuesto para las propiedades: Rural Residential-Conditional Zoning (RR-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de noviembre de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 27 de octubre - 13 de noviembre de 2023

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #23CZ18 Horton Road Rezoning
Project Location:	9551 & 9613 Horton Road
Authorized Agent:	Peter Cnossen
Firm:	Jones & Cnossen Engineering, PLLC
Planning Board Public Hearing Date:	November 13, 2023
Project Planner:	Shelly Mayo, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on October 27, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

11/7/2023
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra, a Notary Public for the above State and County, this the 7th day of November, 2023.

JESUS A IBANEZ-IBARRA
My Commission Expires
NOTARY PUBLIC
April 10, 2028
WAKE COUNTY, NC

Notary Public

My Commission Expires: 4/10/2028


0
250
500
Feet
Prepared by: Town of Apex Planning Department
September 2023
May 2023 Aerial Photography
Horton Elms Dr
Jordan Shires Dr
Shires Edge Dr
Horton Rd
Jordan Pointe
Rezoning #23CZ18
Gracewood PUD
Public Hearing Sign Posted By
9/8/2023
Signature
Date

23CZ18-TC-PN-Combined
apexnc.org/Doc...
Todoist Apps & Sched Maps & Plans UDO All Bookmarks
23CZ18-TC-... 1 / 2 51%

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS
CONDITIONAL ZONING #23CZ18
Horton Road Rezoning

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Friendly Capital, LLC
Authorized Agent: Peter Chossen, Jones & Chossen Engineering, PLLC
Property Addresses: 9551 & 9613 Horton Rd.
Acreage: ±19.25 acres
Property Identification Numbers (PINs): 0710222226, 0710129520
Current 2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Existing Zoning of Properties: Rural Residential (RR) & Wake County R-80W
Proposed Zoning of Properties: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: November 28, 2023 6:00 PM
You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Planning Director

Published Dates: November 03-November 28, 2023

10:35 AM
11/3/2023

23CZ18-TC-PN-Combined
apexnc.org/Doc...
Todoist Apps & Sched Maps & Plans UDO All Bookmarks
23CZ18-TC-... 2 / 2 51%

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELEFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL # 23CZ18
Horton Road Rezoning

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Friendly Capital, LLC
Agente autorizado: Peter Cnossen, Jones & Cnossen Engineering, PLLC
Dirección de las propiedades: 9551 y 9613 Horton Road
Superficie: ±19.25 acres
Números de identificación de las propiedades: 0710222226, 0710129520
Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de las propiedades: Rural Residential (RR) & Wake County R-80W
Ordenamiento territorial propuesto para las propiedades: Rural Residential-Conditional Zoning (RR-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 28 de noviembre de 2023 6:00 P.M.
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 3 de noviembre - 28 de novie

10:36 AM
11/3/2023

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #23CZ18
Horton Road Rezoning

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Friendly Capital, LLC
Authorized Agent: Peter Cnossen, Jones & Cnossen Engineering, PLLC
Property Addresses: 9551 & 9613 Horton Rd.
Acreage: ±19.25 acres
Property Identification Numbers (PINs): 0710222226, 0710129520
Current 2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Existing Zoning of Properties: Rural Residential (RR) & Wake County R-80W
Proposed Zoning of Properties: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

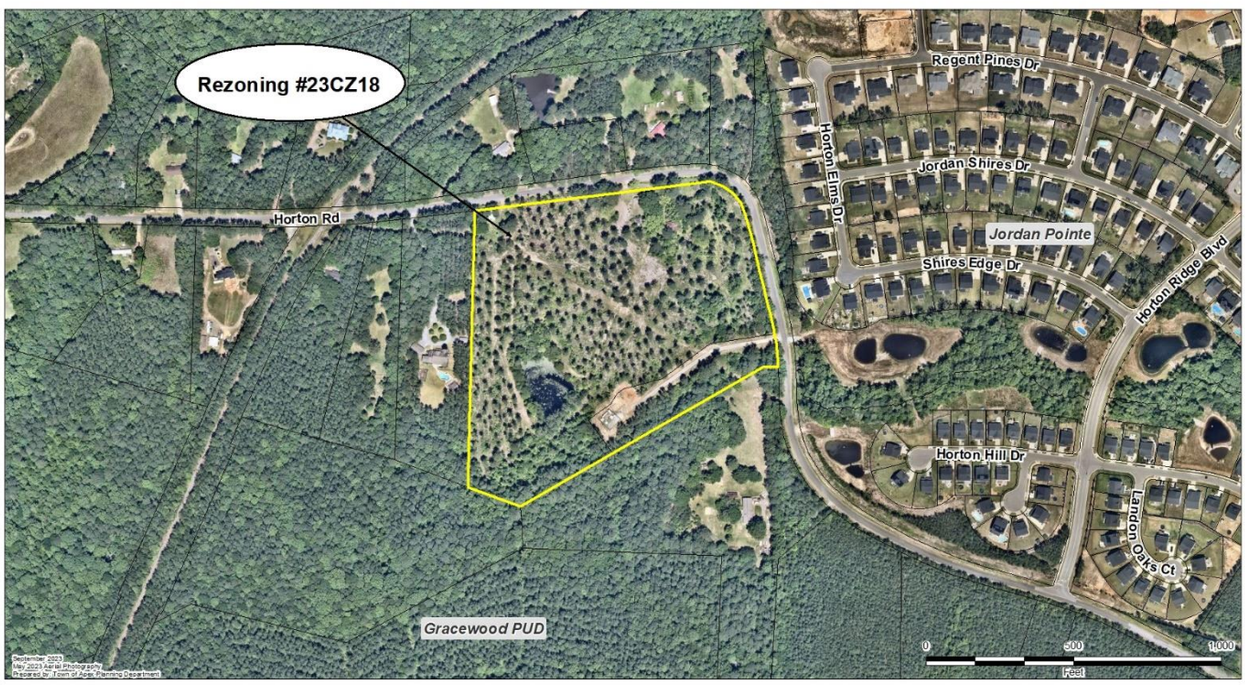
Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: November 28, 2023 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Planning Director

Published Dates: November 03-November 28, 2023

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL # 23CZ18
Horton Road Rezoning

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Friendly Capital, LLC
Agente autorizado: Peter Cnossen, Jones & Cnossen Engineering, PLLC
Dirección de las propiedades: 9551 y 9613 Horton Road
Superficie: ±19.25 acres
Números de identificación de las propiedades: 0710222226, 0710129520
Designación actual en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de las propiedades: Rural Residential (RR) & Wake County R-80W
Ordenamiento territorial propuesto para las propiedades: Rural Residential-Conditional Zoning (RR-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

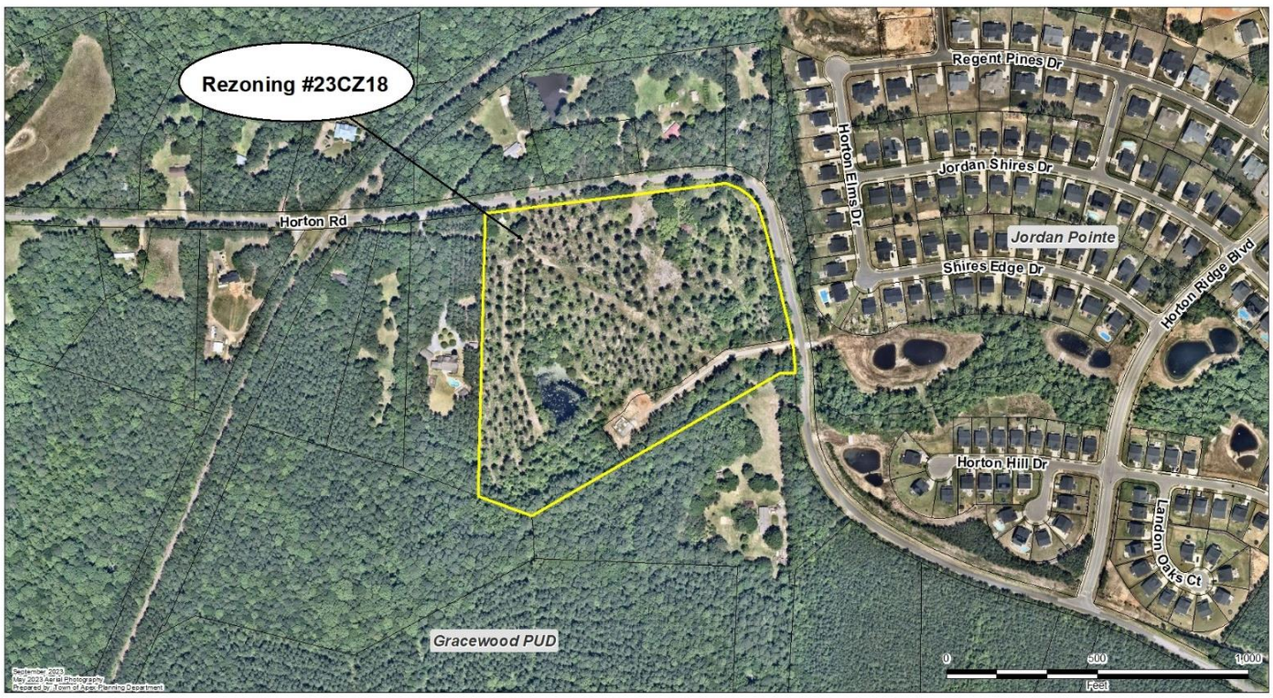
Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 28 de noviembre de 2023 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44412.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 3 de noviembre - 28 de noviembre de 2023

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #23CZ18 Horton Road Rezoning
Project Location:	9551 & 9613 Horton Road
Applicant or Authorized Agent:	Peter Cnossen
Firm:	Jones & Cnossen Engineering, PLLC
Town Council Public Hearing Date:	November 28, 2023
Project Planner:	Shelly Mayo, Planner II

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on November 3, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

11/7/2023
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra, a Notary Public for the above State and County, this the 7th day of November, 2023.

JESUS A IBANEZ-IBARRA
My Commission Expires
NOTARY PUBLIC
April 10, 2028
WAKE COUNTY, NC

Notary Public

My Commission Expires: 4/10/2028

WAKE COUNTY
PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

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

Developer Company *Information*	
Company *Name*	Friendly Capital LLC
Company Phone *Number*	919-845-6688
Developer Representative *Name*	Jones & Cnossen Engineering, PLLC
Developer Representative *Phone Number*	919-387-1174
Developer Representative *Email*	peter@jonescnossen.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	September 01, 2023
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	TBD
Address of Subdivision (if unknown enter nearest cross streets)	9551 & 9613 Horton Rd
REID(s)	0445131 & 0078609
PIN(s)	0710-22-2226 & 0710-12-9520

Projected Dates *Information*	
Subdivision *Completion Date*	
Subdivision *Projected First Occupancy Date*	

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	19						X	3,000	4,500	$800K	$1M	2025	19				
Townhomes																	
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

WAKE COUNTY
PUBLIC SCHOOL SYSTEM

Student Assignment
5625 Dillard Drive
Cary, NC 27518

October 30, 2023

Dianne Khin, AICP
Director, Department of Planning and Community Development
Town of Apex
Dianne.Khin@apexnc.org

Dear Dianne,

The Wake County Public School System (WCPSS) Office of School Assignment received information about a proposed rezoning/development within the Town of Apex planning area. We are providing this letter to share information about WCPSS's capacity related to the proposal. The following information about the proposed rezoning/development was provided through the Wake County Residential Development Notification database:

- Date of application: September 1, 2023
- Name of development: 23CZ18 Horton Rd
- Address of rezoning: 9613 Horton Rd
- Total number of proposed residential units (from TIA): 19
- Type(s) of residential units proposed (from TIA): Single-family detached

Based on the information received at the time of application, the Office of School Assignment is providing the following assessment of possible impacts to the Wake County Public School System:

☐ Schools at all grade levels within the current assignment area for the proposed rezoning/development are anticipated to have sufficient capacity for future students.

☒ Schools at the following grade levels within the current assignment area for the proposed rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☒ Elementary ☒ Middle ☒ High

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

☐ Not applicable – existing school capacity is anticipated to be sufficient.

☐ School expansion or construction within the next five years is not anticipated to address concerns.

☒ School expansion or construction within the next five years may address concerns at these grade levels:

☒ Elementary ☐ Middle ☒ High

Thank you for sharing this information with the Town of Apex Planning Board and Town Council as they consider the proposed rezoning/development.

Sincerely,

Susan W. Pullium, MSA
Senior Director
spullium@wcpss.net

PLANNING BOARD REPORT TO TOWN COUNCIL
Rezoning Case: #23CZ18 9551 & 9613 Horton Road
Planning Board Meeting Date: November 13, 2023

Report Requirements:
Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage:	+/- 19.25 acres
PIN(s):	0710222226 & 0710129520
Current Zoning:	Rural Residential (RR) and Wake County R-80W
Proposed Zoning:	Rural Residential-Conditional Zoning (RR-CZ)
Current 2045 Land Use Map:	Rural Density Residential

If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential

Town Limits:	Inside Corporate Limits and Outside Corporate Limits

Applicable Officially Adopted Plans:
The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☑ 2045 Land Use Map
☑ Consistent ☐ Inconsistent Reason: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan
☑ Consistent ☐ Inconsistent Reason: _____

Legislative Considerations:

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.

1. *Consistency with 2045 Land Use Plan.* 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 Plan.
   ☑ Consistent ☐ Inconsistent Reason: _____

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
   ☑ Consistent ☐ Inconsistent Reason: _____

3. *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
    ☑ Consistent ☐ Inconsistent Reason: _____

Planning Board Recommendation:

Motion: To recommend approval as presented by staff.

Introduced by Planning Board member: Sarah Soh

Seconded by Planning Board member: Steven Rhodes

☐ *Approval*: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☑ *Approval with conditions*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

As presented by staff.

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of November 2023.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin Date: 2023.11.13 17:24:55 -05'00'

Dianne Khin, Planning Director

Attachment "A" – Legal Description

Lawrence Property Lot 1

Beginning at a point on the Western R/W of Horton Rd. NCSR 1140 said point having N.C. grid coordinates of N= 702,452.17' and E= 2,012,534.81' (NAD'3/ 2011) Thence runs S 81-14'-03" W 219.29' to a point; thence runs S 53-46'-27" W 202.60' to a point; thence runs S 75- 15'-46" W 136.50' to a point; thence runs S 89-11'-31" W 52.11' to a point; thence runs S 32-17'-09" W 40.95 to a point; thence runs S 53-46'-27" W 95.00' to a point; thence runs S 36-13'-33" E 140.03' to a point; thence runs S 60-03'-08" W 360.10' to a point; thence runs N 70-02'-56" W 190.98' to a point; thence runs N 01-32'-08" E 936.99' to a point on the Southern R/W of Horton Rd. NCSR 1140 thence runs with Horton rd. the following metes and bounds; N 82-52'-11" E 788.76' , S 84-51'-13" E 17.22'; S70-06'-05" E 42.08' ; S 54-48'-14" E 41.96' ; S 38-39'-12" E 41.31' ; S 22-54'-39" E 43.63' ; S 14-54'-41"E 47.61' ; S 13-58'-01"E 19.70' ; S 13-35'-09" E 49.88' ; S 13-36'-24" E 50.12' ; S 13-41'-55" E 49.99' ; S 13-36'-51" E 49.72' ; S 12-38'-19" E 49.06'; S 10-05'-34" E 17.33' to the point and place of beginning. This lot is known as lot 1 and contains 742,622 sq. ft. or 17.05 acres as recorded in BOM 2017, pg.355 WCR.

Lawrence Property Lot 2

Beginning at point on the Western R/W of Horton Rd. NCSR 1140, said point having N.C. grid coordinates of N=702,340.14' and E= 2,012,548.17' (NAD `83/2011) Thence runs S 89-11'-31" W 52.11'; thence runs S 60-03'-08" W 586.71' to a point; thence runs N 36-13'-33" W 140.03' to a point; thence runs N 53-46'-27" E 95.00' to a point; thence runs N 32-17'-09" E 40.95' to a point; thence runs N 53-46'-27" E 23.80' to a point; thence runs N 75-15'-45" E 136.50' to a point; thence runs N 53-46'-27" E 202.60' to a point; thence runs N 81-14'03" E 219.29' to a point on the Western R/W of Horton Rd. NCSR 1140; thence rubs with said R/W S 10-05'-34" E 31.12' to a point; thence runs S 06-31'-11" E 48.15' to a point; thence runs S 03-12'-09" E 15.14' to a point; thence runs S 04-56'-02" E 18.51' to the point and place of beginning. This lot is known as lot 2 and contains 95,717 sq. ft. or 2.19 acres as recorded in BOM 2017, pg. 355 WCR.

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 19.25 ACRES LOCATED AT 9551 & 9613 HORTON ROAD FROM RURAL RESIDENTIAL (RR) AND WAKE COUNTY R-80W TO RURAL RESIDENTIAL-CONDITIONAL ZONING (RR-CZ).

#23CZ18

WHEREAS, Friendly Capital, LLC., owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of September 2023 (the "Application"). The proposed conditional zoning is designated #23CZ18;

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 #23CZ18 before the Planning Board on the 13th day of November 2023;

WHEREAS, the Apex Planning Board held a public hearing on the 13th day of November 2023, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ18. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #23CZ18;

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 #23CZ18 before the Apex Town Council on the 28th day of November 2023;

WHEREAS, the Apex Town Council held a public hearing on the 28th day of November 2023. Shelly Mayo, 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 #23CZ18 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 not consistent with the 2045 Land Use Plan and other adopted plans in that: the 2045 Land Use Map designates this area as Rural Density Residential and approval of this rezoning will automatically amend the 2045 Land Use Map to Rural Transition Residential. This designation on the 2045 Land Use Map includes the zoning district Rural Residential-Conditional Zoning (RR-CZ) and the Apex Town Council has further considered that the proposed rezoning to Rural Residential-Conditional Zoning (RR-CZ) will provide a transition between the development in the Low Density Residential classified areas to the east (Jordan Pointe) and south (Gracewood) and the Rural Density Residential and Protected Open Space classified areas to the west;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will permit single-family development at a maximum density of 1 dwelling unit per acre, while also implementing stricter environmental conditions than the UDO requires, providing a 200-foot undisturbed buffer adjacent to the US Army Corps land, providing a variable width buffer adjacent to the large lot single-family on the west, and improving this section of Horton Road; and

WHEREAS, the Apex Town Council by a vote of ____ to _____ approved Application #23CZ18 rezoning the subject tract located at 9551 & 9613 Horton Road from Rural Residential (RR) and Wake County R-80W to Rural Residential-Conditional Zoning (RR-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 Rural Residential (RR) and Wake County R-80W to Rural Residential-Conditional Zoning (RR-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:

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. Single-family
2. Accessory apartment
3. Utility, minor
4. Greenway
5. Park, active
6. Park, passive

Zoning Conditions:

Architectural Conditions:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
5. 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

6. A varied color palette shall be utilized 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.
7. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
8. Front porches shall be a minimum of 6 feet deep.

Additional Conditions:

1. This development shall provide a gross maximum density of 1.0 units per acre (including open space and R/W).
2. This project shall be stage graded per UDO Sec. 7.2.5.C.
3. The maximum built-upon area for this development shall be 60%, the maximum height shall be 40 ft, and the minimum building setbacks shall be as follows:
   (a) Front – 25 ft; (b) Side – 8 ft. min/20 ft. total; (c) Corner side – 15 ft; (d) Rear – 25 ft.
4. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events.
5. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
6. Developer shall install pollinator-friendly and native flora within SCM planting areas.
7. At least 75% of the plant species used in the landscape design shall be native species.
8. A minimum of one pet waste station shall be installed in HOA common area.
9. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. The developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.
10. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
11. A variable width landscape buffer shall be provided along the western boundary, with the widths and types defined as follows:
    - 20' undisturbed buffer from Horton Road to a point 320' south of Horton Road.
    - 40' undisturbed buffer from that point 320' south of Horton Road to a point 450' south of Horton Road.
    - 75' undisturbed buffer from that point 450' south of Horton Road to the southernmost extent of the western boundary.
12. A 200' minimum undisturbed buffer shall be provided along the USACE property to the southwest. In addition, any proposed residential lots shall be no less than 400' from the USACE property.
13. While this low-density development would otherwise be exempt from the RCA requirements established in UDO Sec. 8.1.2.C, this project shall provide buffers and RCA equal to or greater than 25% of the gross site acreage.
14. Native pollinator gardens, rain gardens, or "Piedmont Prairies" shall be planted within the footprint of the existing pond once it is drained, not including any area used for stormwater control measures or area within proposed residential lots. A farm-style split rail fence shall be installed between these gardens and any adjoining residential lots.
15. To reduce irrigation, HOA covenants shall not prohibit clover lawns or warm season grasses throughout the neighborhood.
16. To support wildlife and pollinators, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter on areas without turf grass, including individual homes and HOA owned common areas.
17. HOA covenants shall prohibit mosquito fogging within the neighborhood.
18. HOA covenants shall not restrict the construction of accessory dwelling units.

19. Developer shall improve Horton Road along the property frontage to ½ of a 24-foot edge-to-edge roadway typical section within the existing 60-foot public right of way. The typical pavement section shall include 10-foot travel lanes and 2-foot paved shoulders, plus a 5-foot wide concrete sidewalk at the back of ditch. Horton Road shall meet the minimum geometric standards of a Town of Apex Residential street, having a 25-mph minimum design speed and a minimum horizontal curve radius of 198'.

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

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: November 28, 2023

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning Department

Requested Motion

Public Hearing and possible motion to approve Rezoning Application No. 23CZ16 Friendship Station Section 3 PUD Amendment. The applicant, Charm City Developers, LLC, seeks to rezone approximately 5.6 acres from Planned Unit Development- Conditional Zoning (PUD-CZ #18CZ02) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0 Humie Olive Road.

Approval Recommended?

The Planning Department recommends approval with the conditions as offered by the applicant.

The Planning Board held a Public Hearing on November 13, 2023 and unanimously voted to recommend approval of the rezoning with the conditions offered by the applicant.

Item Details

The property to be rezoned is identified as PIN 0721306888

Attachments

- PH6-A1: Staff Report - Rezoning Case No. 23CZ16 - Friendship Station PUD Amendment
- PH6-A2: Planning Board Report to Town Council - Rezoning Case No. 23CZ16 - Friendship Station PUD Amendment

The purpose of the public hearing is to consider the facts and receive public comment in order to formulate a recommendation for the Town Council.

All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 0 Humie Olive Road
Applicant: Charm City Developers, LLC
Agent: Patrick Kiernan, Jones & Cnossen Engineering, PLLC
Owner: Friendship Station Holdings, LLC

PROJECT DESCRIPTION:

Acreage: ±5.6 acres
PIN: 0721306888
Current Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)
Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)
2045 Land Use Map: Mixed Use: High Density Residential/Office Employment/Commercial Services & Medium Density Residential
Town Limits: Town Limits (Annexation #597)

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02 & #15CZ23)	Humie Olive Road; Single Family Residential
South:	Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)	Townhomes
East:	Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)	Single Family Residential
West:	Wake County R-40W	Single Family Residential

Existing Conditions:
The parcel subject to the PUD amendment is on the south side of Humie Olive Road and is currently wooded and vacant.

Background:
The property to be rezoned was originally rezoned to Planned Unit Development-Conditional Zoning on July 18, 2017 and transportation zoning conditions were amended on March 20, 2018.

Neighborhood Meeting:
The applicant conducted the initial neighborhood meeting on July 31, 2023 and the second on October 23, 2023. The neighborhood meeting reports are attached.

2045 Land Use Map:
The 2045 Land Use Map designates the property as Mixed Use: High Density Residential/Office Employment/Commercial Services and a small portion is Medium Density Residential. The proposed rezoning to PUD-CZ is consistent with the Land Use Map designation.

WCPSS Coordination:
A Letter of Impact from Wake County Public School System (WCPSS) was not requested for this rezoning as this rezoning is a PUD amendment for an architectural condition and the location of construction vehicle traffic.

Planned Unit Development Plan:
The intent of this PUD amendment is to amend Rezoning Case #18CZ02 in the following ways:

1. To amend the elevations for condominiums, which are an allowable use within Section 3 of Friendship PUD. The condominiums style the applicant wants to build is not consistent with the #17CZ04 elevations approved by Town Council. The Town requires elevations to be substantially similar to those approved as part of the PUD process.

2. Add the following zoning condition to the PUD:
   During Development of PIN #0721-30-6888 in Section 3, construction vehicles shall only be permitted to access the site from Humie Olive Road.

ENVIROMENTAL ADVISORY BOARD:
This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per Unified Development Ordinance (UDO) Section 2.1.9.A.2.a. The proposed rezoning is limited to revisions to architectural standards and the location of construction vehicle traffic.

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of Rezoning #23CZ16 with the conditions as offered by the applicant.

PLANNING BOARD RECOMMENDATION:
The Planning Board held a public hearing on November 13, 2023 and unanimously recommended approval with the conditions as proposed by the applicant.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:
This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map classifies the subject properties as Mixed Use: High Density Residential/Office Employment/Commercial Services and Medium Density Residential. The proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) is consistent with that land use classification.

The proposed rezoning is reasonable and in the public interest because it will provide additional flexibility for architectural design that will maintain compatibility with adjacent developments and a condition was added to address concerns from neighbors that will prevent construction traffic from using Butterfinger Lane (a private road) and the public streets within the newly constructed residential sections of Friendship Station to the south.

PLANNED UNIT DEVELOPMENT DISTRICT AND CONDITIONAL ZONING STANDARDS:
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.

1. *Planned Unit Development (PUD-CZ) District*
   In approving a Planned Development (PD) Zoning District designation for a PUD-CZ, the Town Council shall find the PUD-CZ district designation and PD Plan for PUD-CZ demonstrates compliance with the following standards:
   a) *Development parameters*
      (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.*
      (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.
      (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.
      (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 Apex 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 Apex Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.
      (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.
      (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.
      (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.

b) *Off-street parking and loading*. The PD Plan for PUD-CZ shall demonstrate compliance with the standards of Sec. 8.3 *Off-Street Parking and Loading*, except that variations from these standards may be permitted if a comprehensive parking and loading plan for the PUD-CZ is submitted as part of the PD Plan that is determined to be suitable for the PUD-CZ, and generally consistent with the intent and purpose of the off-street parking and loading standards.

c) *RCA*. The PD Plan for PUD-CZ shall demonstrate compliance with Sec. 8.1.2 Resource Conservation Area, except that the percentage of RCA required under Sec. 8.1.2 may be reduced by the Town Council by no more than 10% provided that the PD Plan for PUD-CZ includes one or more of the following:
   (i) A non-residential component;
   (ii) An overall density of 7 residential units per acre or more; or
   (iii) Environmental measures including but not limited to the following:
      a. The installation of a solar photovoltaic (PV) system on a certain number or percentage of single-family or townhouse lots or on a certain number or percentage of multifamily, mixed-use, or nonresidential buildings. All required solar installation shall be completed or under construction prior to 90% of the building permits being issued for the approved number of lots or buildings. For single-family or townhouse installations, the lots on which these homes are located shall be identified on the Master Subdivision Plat, which may be amended;
      b. The installation of a geothermal system for a certain number or percentage of units within the development; or
      c. Energy efficiency standards that exceed minimum Building Code requirements (i.e. SEER rating for HVAC).

d) *Landscaping*. The PD Plan for PUD-CZ shall demonstrate compliance with the standards of Sec. 8.2 *Landscaping, Buffering and Screening*, except that variations from these standards may be permitted where it is demonstrated that the proposed landscaping sufficiently buffers uses from each other, ensures compatibility with land uses on surrounding properties, creates attractive streetscapes and parking areas and is consistent with the character of the area. In no case shall a buffer be less than one half of the width required by Sec. 8.2 or 10 feet in width, whichever is greater.

e) *Signs.* Signage in the PD Plan for PUD-CZ shall demonstrate compliance with Sec. 8.7 *Signs*, except that the standards can be varied if a master signage plan is submitted for review and approval concurrent with the PD plan and is determined by the Town Council to be suitable for the PUD-CZ and generally consistent with the intent and purpose of the sign standards of the UDO. The master signage plan shall have design standards that are exceptional and provide for higher quality signs than those in routine developments and shall comply with Sec. 8.7.2 *Prohibited Signs*.

f) *Public facilities.* The improvements standards and guarantees applicable to the public facilities that will serve the site shall comply with Article 7: *Subdivision and* Article 14: *Parks, Recreation, Greenways, and Open Space*.
   (i) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site transportation circulation system. The on-site transportation circulation system shall be integrated with the off-site transportation circulation system of the Town. The PD Plan for PUD-CZ shall be consistent with the Apex Transportation Plan and the *Town of Apex Standard Specifications and Standard Details* and show required right-of-way widths and road sections. A Traffic Impact Analysis (TIA) shall be required per Sec. 13.19.

(ii) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site system of potable water and wastewater lines that can accommodate the proposed development, and are efficiently integrated into off-site potable water and wastewater public improvement plans. The PD Plan shall include a proposed water and wastewater plan.

(iii) Adequate off-site facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, fire protection and roads shall be planned and programmed for the development proposed in the PD Plan for PUD-CZ, and the development is conveniently located in relation to schools and police protection services.

(iv) The PD Plan shall demonstrate compliance with the parks and recreation requirements of Sec. Article 14: *Parks, Recreation, Greenways, and Open Space* and Sec. 7.3.1 *Privately-owned Play Lawns* if there is a residential component in the PUD-CZ.

g) *Natural resource and environmental protection.* The PD Plan for PUD-CZ demonstrates compliance with the current regulatory standards of this Ordinance related to natural resource and environmental protection in Sec. 6.1 *Watershed Protection Overlay District*, Sec. 6.2 *Flood Damage Prevention Overlay District*, and Sec. 8.1 *Resource Conservation*.

h) *Storm water management.* The PD Plan shall demonstrate that the post-development rate of on-site storm water discharge from the entire site shall not exceed pre-development levels in accordance with Sec. 6.1.7 of the UDO.

i) *Phasing.* The PD Plan for PUD-CZ shall include a phasing plan for the development. If development of the PUD-CZ is proposed to occur in more than one phase, then guarantees shall be provided that project improvements and amenities that are necessary and desirable for residents of the project, or that are of benefit to the Town, are constructed with the first phase of the project, or, if this is not possible, then as early in the project as is technically feasible.

j) *Consistency with 2045 Land Use Map.* The PD Plan for PUD-CZ demonstrates consistency with the goals and policies established in the Town's 2045 Land Use.

k) *Complies with the UDO.* The PD Plan for PUD-CZ demonstrates compliance with all other relevant portions of the UDO.

CONDITIONAL ZONING STANDARDS:

The Town Council shall find the PUD-CZ designation demonstrates compliance with the following standards. 2.3.3.F:

Legislative Considerations

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.

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.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards,* if applicable.

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.

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.

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.

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.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

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.

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.


Rezoning #23CZ16
Ragan Rd
Gregor Overlook Ln
Macbeth Ln
McKenzie Ridge
McKenzie Ridge Ln
Malvina Ter
Dallas Valley Ln
Yellow Rose Ln
Friendship Station Section 7
Parkside PUD
Pineola Bog Trl
Parkside at Bella Casa
Masonboro Ferry Dr
Blazing Trail Dr
Butterfinger Ln
Friendship Station PUD
Hunter Woods Dr
Richardson Rd
Grants Pass Sta
Kettle Falls Sta
Humie Olive Rd
Olive Farm Rd
September 2023
May 2023 Aerial Photography
Prepared by: Town of Apex Planning Department
0
500
1,000
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 #: #23CZ16 Submittal Date: 8-1-23

Fee Paid $ Check #

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Friendship Station Section 3 - PUD Amendment

Address(es): 0 Humie Olive Rd

PIN(s) 0721-30-6888

Acreage: 5.6

Current Zoning: PUD-CZ Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: High Density Residential/Office Employment/Commercial Services

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: 5.6

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: Friendship Station Holdings LLC

Address: PO Box 5548

City: Cary State: NC Zip: 27512

Phone: 919-703-6203 E-mail: andrew.ross@floyddevelopment.com

Agent Information

Name: Jones & Cnossen Engineering, PLLC - Patrick Kiernan

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 #: #23CZ16 Submittal Date: 8-1-23

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.

This PUD amendment request is just to update the architectural elevations for the allowed condominium use only for Section 3. The petition is consistent with the 2045 LUM.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

This PUD amendment request is just to update the architectural elevations for the allowed condominium use only for Section 3. The petition is compatible with the surrounding land uses.

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

This PUD amendment request is just to update the architectural elevations for the allowed condominium use only for Section 3. The petition is compliant with UDO Sec. 4.4

PETITION PROCESS INFORMATION

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 updated architectural elevations will not pose any sort of increase to adverse effects on adjacent lands. Land use changes are not being requested.

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 updated architectural elevations will not pose any sort of increase to environmental impacts. Land use changes are not being requested.

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 updated architectural elevations will not pose any sort of increase to adverse impacts on public facilities. Land use changes are not being requested.

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 updated architectural elevations will not pose any sort of increase to adverse effects on the health, safety or welfare of the residents of the Town. Land use changes are not being requested.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The updated architectural elevations will not pose any sort of increase to adverse impacts to adjacent properties. Land use changes are not being requested.

PETITION PROCESS INFORMATION

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 updated architectural elevations will not pose any sort of increase to adverse impacts on traffic or construction noise. Land use changes are not being requested.

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 PUD amendment request is just to update the architectural elevations for the allowed condominium use only for Section 3. The petition is compliant with the Town of Apex ordinances.

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, Buckhorn Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at the westernmost corner for Mary Evans (D.B. 7703, PG. 60) an existing iron pipe with pointers, also being a common corner for TRACT 3 & TRACT 1A (B.M. 2020, PG. 1428); thence with TRACT 1A, a new property line South 00° 58' 42" West, 153.72 feet to an iron pipe set; thence with TRACT 1A, a new property line North 88° 43' 21" West, 93.92 feet to an iron pipe set; thence North 00° 53' 35" West, 493.06 feet to an existing iron pipe; thence North 00° 58' 34" East, 255.71 feet to an existing magnetic nail in Humie Olive Road (NCSR 1142); thence North 55° 45' 08" East, 3.24 feet to an existing magnetic nail in Humie Olive Road; thence North 57° 39' 40" East, 76.55 feet to an existing magnetic nail in Humie Olive Road; thence North 59° 10' 23" East, 52.24 feet to an existing railroad spike in Humie Olive Road; thence South 02° 26' 36" West, 15.75 feet to an existing magnetic nail in Humie Olive Road; thence North 66° 48' 27" East, 170.31 feet to an existing iron pipe in Humie Olive Road; thence North 76° 09' 44" East, 176.80 feet to an existing iron pipe in Humie Olive Road; thence South 00° 45' 35" East, 367.22 feet to an existing iron pipe in Butterfinger Lane (30' Private Road); thence a curve to the left South 39° 27' 02" West, 64.96 feet (chord), 50.00 feet (radius) to an existing iron pipe; thence South 41° 30' 50" West, 457.89 feet to the BEGINNING, containing 5.864 total acres (255,446 SQ. FT.) more or less.

The above-described area is recorded in:
D.B. 18016, PG. 1075
B.M. 2020, PG. 1428 (TRACT 3)
PIN 0721-30-6888

This description prepared for the sole purpose to rezone a property and for no other use.

PRELIMINARY

AGENT AUTHORIZATION FORM

Application #: #23CZ16 Submittal Date: 8-1-23

Friendship Station 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 Humie Olive Rd (PIN 0721-30-6888)

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: PO Box 1062, Apex NC 27502

Telephone Number: 919-387-1174

E-Mail Address: patrick@jonescnossen.com

Signature(s) of Owner(s)*

Andrew Ross manager 7/20/23

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.

Last Updated: July 14, 2021

AFFIDAVIT OF OWNERSHIP

Application #: #23CZ16 Submittal Date: 8-1-23

The undersigned, Friendship Station 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 Humie Olive Road 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 07/31/2020, and recorded in the Wake County Register of Deeds Office on 08/13/2020, in Book 018016 Page 01075-01079.

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 08/13/2020, 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 08/13/2020, 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 20th day of July, 2023

(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 _____, 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: March 8, 2028

[NOTARY SEAL]
KIMBERLY Z LUNDY
NOTARY PUBLIC
My Commission Expires March 8, 2028
WAKE COUNTY, NC

Last Updated: August 30, 2019

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #23CZ16 Submittal Date: 8-1-23

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, Buckhorn Township, Wake County, North Carolina and described more fully as follows to wit:
BEGINNING at the westernmost corner for Mary Evans (D.B. 7703, PG. 60) an existing iron pipe with pointers, also being a common corner for TRACT 3 & TRACT 1A (B.M. 2020, PG. 1428); thence with TRACT 1A, a new property line South 00° 58' 42" West, 153.72 feet to an iron pipe set; thence with TRACT 1A, a new property line North 88° 43' 21" West, 93.92 feet to an iron pipe set; thence North 00° 53' 35" West, 493.06 feet to an existing iron pipe; thence North 00° 58' 34" East, 255.71 feet to an existing magnetic nail in Humie Olive Road (NCSR 1142); thence North 55° 45' 08" East, 3.24 feet to an existing magnetic nail in Humie Olive Road; thence North 57° 39' 40" East, 76.55 feet to an existing magnetic nail in Humie Olive Road; thence North 59° 10' 23" East, 52.24 feet to an existing railroad spike in Humie Olive Road; thence South 02° 26' 36" West, 15.75 feet to an existing magnetic nail in Humie Olive Road; thence North 66° 48' 27" East, 170.31 feet to an existing iron pipe in Humie Olive Road; thence North 76° 09' 44" East, 176.80 feet to an existing iron pipe in Humie Olive Road; thence South 00° 45' 35" East, 367.22 feet to an existing iron pipe in Butterfinger Lane (30' Private Road); thence a curve to the left South 39° 27' 02" West, 64.96 feet (chord), 50.00 feet (radius) to an existing iron pipe; thence South 41° 30' 50" West, 457.89 feet to the BEGINNING, containing 5.864 total acres (255,446 SQ. FT.) more or less.
The above-described area is recorded in:
D.B. 18016, PG. 1075
B.M. 2020, PG. 1428 (TRACT 3)
PIN 0721-30-6888
This description prepared for the sole purpose to rezone a property and for no other use.

PRELIMINARY

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

October 26, 2023

Liz Loftin – Town of Apex Senior Planner
Town of Apex Planning Department
P.O. Box 250
Apex, North Carolina 27502

RE: PUD Amendment Letter
Friendship Station PUD – Section 3
Pin No: 0721-30-6888

This letter is submitted to the Town of Apex for the purpose of amending Conditional Zoning #18CZ02 Friendship Station, A Planned Unit Development, by the following:

1. The appended colored elevations for condominiums, which are an allowable use within Section 3 of Friendship Station PUD, are proposed to be added to the list of condominium-style products provided in the original conditional zoning for Section 3.
2. The following zoning condition is proposed to be added to the PUD:

    - *During development of PIN #0721-30-6888 in Section 3, construction vehicles shall only be permitted to access the site from Humie Olive Road.*

No changes to project size, land use, or density are being requested as part of this PUD Amendment. The purpose of this Amendment is solely to add the appended elevations and one zoning condition to the PUD.

If you have any questions, please feel free to contact our office at any time.

Regards,

Patrick L. Kiernan, P.E.
Jones & Cnossen Engineering, PLLC

1st Neighborhood Meeting July 31, 2023

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.

July 14, 2023
Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

0 Humie Olive Rd — Address(es)

0721-30-6888 — 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. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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)):

The rezoning is a PUD Amendment for Section 3 of the approved Friendship Station PUD. This amendment is to update the product styles for the allowed residential use of condominium. All uses, conditions, and buffers from the approved PUD remain unchanged. Elevations of the product styles will be reviewed at the neighborhood meeting.

Estimated submittal date: August 01, 2023

MEETING INFORMATION:

Property Owner(s) name(s):	Friendship Station Holdings LLC
Applicant(s):	Jones & Cnossen Engineering, PLLC
Contact information (email/phone):	patrick@jonescnossen.com
Meeting Address:	Zoom meeting - see enclosed details
Date/Time of meeting**:	July 31, 2023 6:00 pm - 8:00 pm

Welcome: 6:00 pm Project Presentation: 6:00-6:15 pm Question & Answer: 6:15-8:00 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: Friendship Station Section 3 - PUD Amendment Zoning: PUD-CZ

Location: 0 Humie Olive Rd

Property PIN(s): 0720-30-6888 Acreage/Square Feet: 5.6

Property Owner: Friendship Station Holdings LLC

Address: PO Box 5548

City: Cary State: NC Zip: 27512

Phone: 919-703-6203 Email: andrew.ross@floyddevelopment.com

Developer: N/A

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer: Jones & Cnossen Engineering, PLLC - Patrick Kiernan

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: Email: patrick@jonescnossen.com

Builder (if known): N/A

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 Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 372-7505
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.

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 – Friendship Station Section 3 PUD Amendment

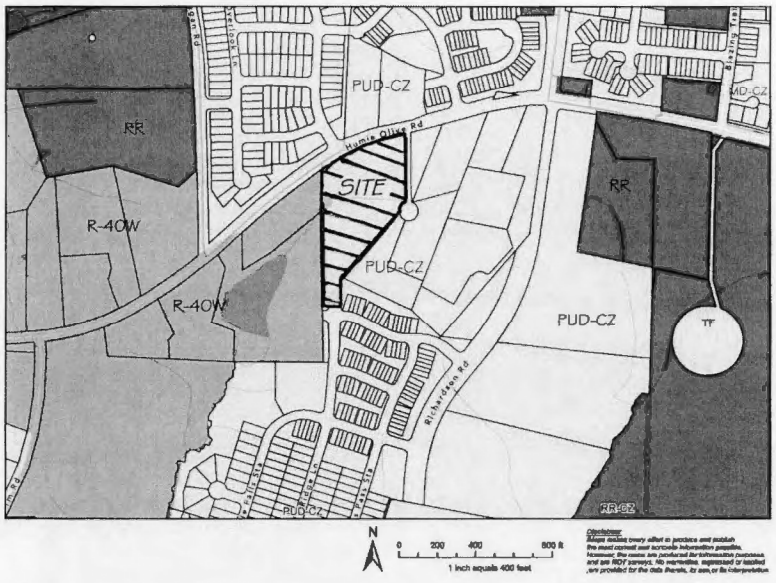
When: **July 31, 2023 06:00 PM Eastern Time** (US and Canada)

Register using the QR code:

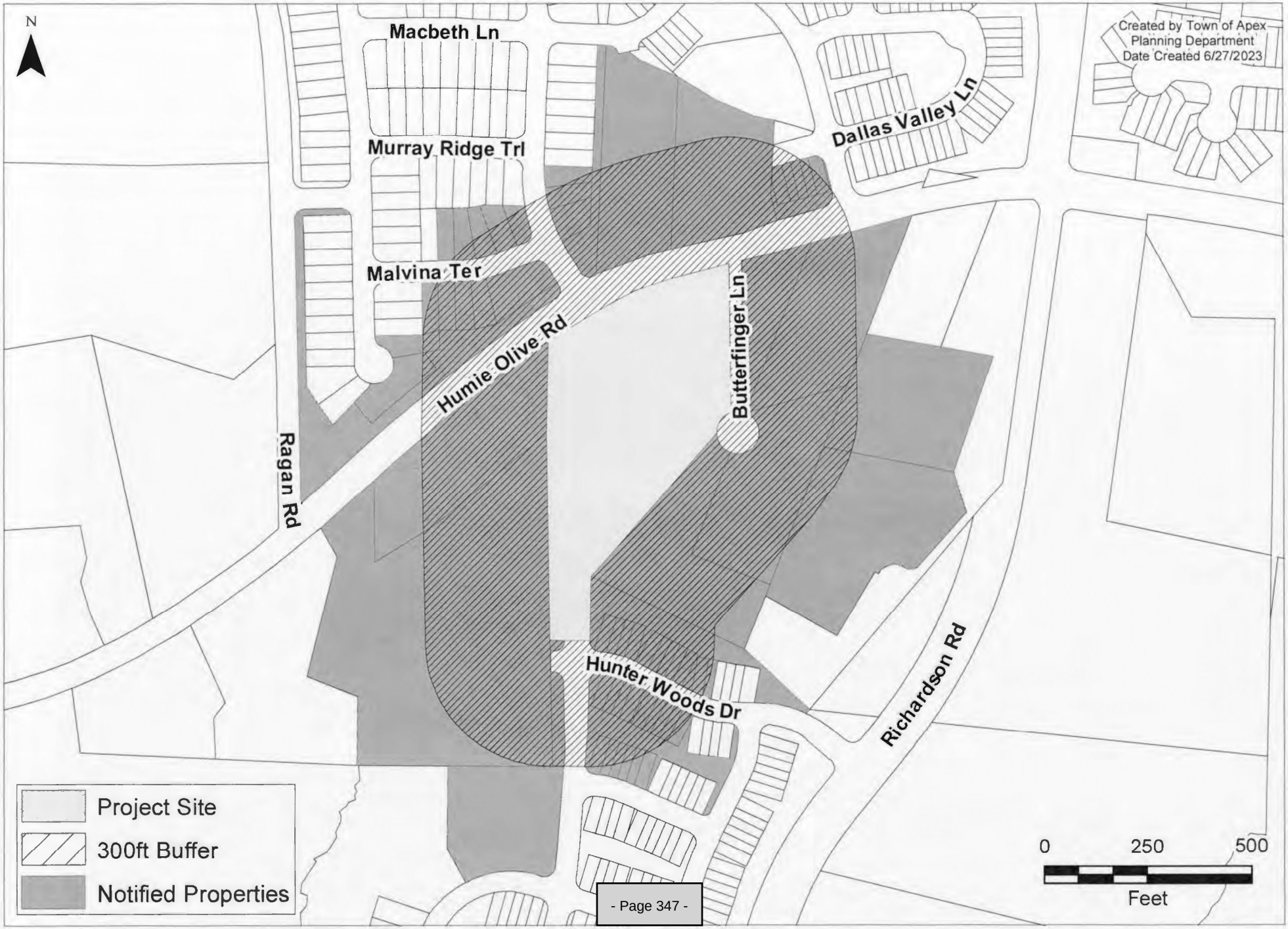
Or go to: www.zoom.com. Click on "JOIN". Enter the Meeting ID: 859 8891 0037 and then the Passcode: 975946.

Provide your First & Last Name, Email address, and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on July 31st.

Or to join the meeting by phone: dial (929) 205-6099 or (301) 715-8592 and enter the Meeting ID 859 8891 0037 and the Passcode 975946. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.



Notified Properties Within 300ft of the Project Property



2904 MALVINA TER	0721313384	ADEWOYIN, ADELEKE ADETOLA ADEWOYIN, YEMISI OYENIKE	2904 MALVINA TER	APEX NC 27502-6624	
2187 MCKENZIE RIDGE LN	0721315358	ANNISETTY, VEERA VS ANNISETTY, RAMADEVI	2187 MCKENZIE RIDGE LN	APEX NC 27502-6629	
2916 RICHARDSON RD	0721402885	BARBEE, JOHN JR BARBEE, KIA	2916 RICHARDSON RD	APEX NC 27502-7886	
2851 HUNTER WOODS DR	0721307129	BASU, SUMIK BASU, MAITRAYEE	2851 HUNTER WOODS DR	APEX NC 27502-7060	
2179 MCKENZIE RIDGE LN	0721315447	BOGDAN, PHILLIP BOGDAN, KYOUNG CHOON	2179 MCKENZIE RIDGE LN	APEX NC 27502-6629	
8132 HUMIE OLIVE RD	0721317409	BROWN, CATHEL SCOTT	8132 HUMIE OLIVE RD	APEX NC 27502-9624	
8129 HUMIE OLIVE RD	0721410115	BUNCH, JOYCE H SHIELDS, SHARON JOHNESE	321 ROBERTSON AVE	BIRMINGHAM AL 35215-7729	
2849 HUNTER WOODS DR	0721307148	CHENG, SHING-YI	31 HAGGERTY DR	WEST ORANGE NJ 07052-1433	
2859 HUNTER WOODS DR	0721306282	DAVIS, ASHLEY	2859 HUNTER WOODS DR	APEX NC 27502-7080	
8021 HUMIE OLIVE RD	0721319514	DEALLIE, FELESIA SCOTT SCOTT, DARNELL R	8021 HUMIE OLIVE RD	APEX NC 27502-9635	
2861 HUNTER WOODS DR	0721306243	DU, BEI SUN, TIGER	504 MAYBANK PL	CARY NC 27518-6575	
8217 HUMIE OLIVE RD	0721302359	ELLIS, DIANNE O	8217 HUMIE OLIVE RD	APEX NC 27502-9625	
2712 BUTTERFINGER LN	0721307565	EVANS, MARY	2712 BUTTERFINGER LN	APEX NC 27502-6978	
2705 BUTTERFINGER LN	0721400714	EVANS, MARY H.	2705 BUTTERFINGER LN	APEX NC 27502-6978	
2854 HUNTER WOODS DR	0721307362	FORNARIS, KATHERINE	2854 HUNTER WOODS DR	APEX NC 27502-7060	
0 HUMIE OLIVE RD	0721306868	FRIENDSHIP STATION HOLDINGS LLC	4201 TAYLOR HALL PL	CHAPEL HILL NC 27517-7439	
2908 MALVINA TER	0721313333	GARTIN, DAVID R RAZE-GARTIN, JESSICA E	2908 MALVINA TER	APEX NC 27502-6624	
2183 MCKENZIE RIDGE LN	0721315442	GOWDA, SANTOSH NANJAPPA TRUSTEE GOWDA, APEKSHA TRUSTEE	10 MEDALLION CT	NASHUA NH 03062-3400	
2243 GREGOR OVERLOOK LN	0721311066	GUO, JIA QI, XIAO	2243 GREGOR OVERLOOK LN	APEX NC 27502-6626	
8129 HUMIE OLIVE RD	0721411163	HUNTER, RONNIE A HUNTER, LASHUNDA	8129 HUMIE OLIVE RD	APEX NC 27502-9624	
2918 MALVINA TER	0721312353	JIN, JEAN	2918 MALVINA TER	APEX NC 27502-6624	
2856 HUNTER WOODS DR	0721307334	JOHNSON, MARCUS ALLEN JOHNSON, VEULLANA VEILLARD	2856 HUNTER WOODS DR	APEX NC 27502-7080	
2907 DALLAS VALLEY LN	0721410475	JORDAN'S CONSTRUCTION INC LEAVES LLC	933 OLD KNIGHT RD	KNIGHTDALE NC 27545-9065	
2919 MALVINA TER	0721312158	KHAN, NAZMUL K SHARMIN, TAMANNA	2919 MALVINA TER	APEX NC 27502-6624	
2860 HUNTER WOODS DR	0721307305	LI, CHUAN KWAN, LING	238 CALIFORNIA QUARRY RD	WOODSTOCK NY 12498-1044	
2850 HUNTER WOODS DR	0721308300	LIU, ZHI JUN SUN, HONG TAO	1418 SAWYER AVE	HIGH POINT NC 27265-9234	
2914 MALVINA TER	0721312382	LORVIS LLC	501 W WILLIAMS ST UNIT 1327	APEX NC 27502-0020	
2814 AUSTIN FALLS STA	0721307025	M/I HOMES OF RALEIGH LLC	1511 SUNDAY DR STE 100	RALEIGH NC 27607-5195	
0 MCKENZIE RIDGE LN	0721316404	MCKENZIE RIDGE HOMEOWNERS ASSOCIATION INC	MERITAGE HOMES OF THE CAROLINAS INC	3005 CARRINGTON MILL BLVD STE 100	MORRISVILLE NC 27560-8886
0 GREGOR OVERLOOK LN	0721300846	MCKENZIE RIDGE HOMEOWNERS ASSOCIATION INC	CHARLESTON MGMT CORP	PO BOX 97243	RALEIGH NC 27624-7243
2857 HUNTER WOODS DR	0721306281	MICHAELS, DEBORAH ANNE MICHAELS, MARTIN ALEXANDER	2857 HUNTER WOODS DR	APEX NC 27502-7080	
2864 HUNTER WOODS DR	0721306357	MOUSSA, FAYE W TRUSTEE 2864 MOCKINGBIRD TRUST	2864 HUNTER WOODS DR	APEX NC 27502-7060	
2863 HUNTER WOODS DR	0721308224	NAYYAR, GAURAV	2863 HUNTER WOODS DR	APEX NC 27502-7080	
2843 HUNTER WOODS DR	0721308115	PAN, BO WANG, JIHONG	2843 HUNTER WOODS DR	APEX NC 27502-7080	
2901 DALLAS VALLEY LN	0721411447	PATEL, AMITKUMAR G PATEL, HETALBEN A	2901 DALLAS VALLEY LN	APEX NC 27502-6633	
2852 HUNTER WOODS DR	0721307381	PRANT, DYAN	2852 HUNTER WOODS DR	APEX NC 27502-7080	
2911 MALVINA TER	0721313146	QAZI, ZOHAIB K RAZA, ZANAB	2911 MALVINA TER	APEX NC 27502-6624	
2923 MALVINA TER	0721312115	RAMESH, SRINIVASAN KUPPAM MURUGAN, SUBASHRI VALLINAYAGAM	2923 MALVINA TER	APEX NC 27502-6624	
8109 HUMIE OLIVE RD	0721403941	RICHARDSON, BERNARD D	8109 HUMIE OLIVE RD	APEX NC 27502-9624	
2845 HUNTER WOODS DR	0721307186	SASIDHARAN, KARTHIK SURENDRAN, ASWINI MORAIKAT	2845 HUNTER WOODS DR	APEX NC 27502-7080	
2866 HUNTER WOODS DR	0721306337	SAVARIEGO, MEGAN NICOLETTE SAVARIEGO, ADRIEN	2866 HUNTER WOODS DR	APEX NC 27502-7080	
2915 MALVINA TER	0721312195	SRIDHAR, ARVIND YELLAPRAGADA, SRI CHANDANA	2915 MALVINA TER	APEX NC 27502-6624	
8221 HUMIE OLIVE RD	0721302794	STUNZENAS, ALGIRD	8221 HUMIE OLIVE RD	APEX NC 27502-9625	
0 HUMIE OLIVE RD	0721411400	THE TOWNES AT FRIENDSHIP STATION DEVELOPERS, LLC	PO BOX 2533	CHAPEL HILL NC 27515-2533	
2862 HUNTER WOODS DR	0721306376	WAHID, ABU N WAHID, NAILA F	2862 HUNTER WOODS DR	APEX NC 27502-7080	
2848 HUNTER WOODS DR	0721308229	XIE, LIN ZHENG, QING	3505 CARVERS GAP CT	CARY NC 27518-9611	
2909 DALLAS VALLEY LN	0721410454	ZARICK, JOHN PAUL HAIRE, CHRISTINNA J	2909 DALLAS VALLEY LN	APEX NC 27502-6633	
		APEX TOWN OF	PO BOX 250	APEX NC 27502	
		Current Tenant	2814 Austin Falls STA	APEX NC 27502	
		Current Tenant	2816 Austin Falls STA	APEX NC 27502	
		Current Tenant	2818 Austin Falls STA	APEX NC 27502	
		Current Tenant	2820 Austin Falls STA	APEX NC 27502	
		Current Tenant	2822 Austin Falls STA	APEX NC 27502	
		Current Tenant	2824 Austin Falls STA	APEX NC 27502	
		Current Tenant	2903 Dallas Valley LN	APEX NC 27502	
		Current Tenant	2905 Dallas Valley LN	APEX NC 27502	
		Current Tenant	2907 Dallas Valley LN	APEX NC 27502	
		Current Tenant	2243 Gregory Overlook LN	APEX NC 27502	
		Current Tenant	2838 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2840 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2847 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2848 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2849 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2850 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2894 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2861 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2898 Hunter Woods DR	APEX NC 27502	
		Current Tenant	2904 Malvina TRCE	APEX NC 27502	
		Current Tenant	2908 Malvina TRCE	APEX NC 27502	
		Current Tenant	2911 Malvina TRCE	APEX NC 27502	
		Current Tenant	2914 Malvina TRCE	APEX NC 27502	
		Current Tenant	2915 Malvina TRCE	APEX NC 27502	
		Current Tenant	2918 Malvina TRCE	APEX NC 27502	
		Current Tenant	2919 Malvina TRCE	APEX NC 27502	
		Current Tenant	2923 Malvina TRCE	APEX NC 27502	
		Current Tenant	2183 Mckenzie Ridge LN	APEX NC 27502	
		Current Tenant	2908 Richardson RD	APEX NC 27502	

Created by Town of Apex Planning Department
Date Created: 6/27/2023

Note: An additional meeting notification letter was mailed to the owner of 2904 Malvina Ter due to an ownership change after this notification list was created.

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 meeting - see enclosed details

Date of meeting: July 31, 2023 Time of meeting: 6:00 pm - 7:00 pm

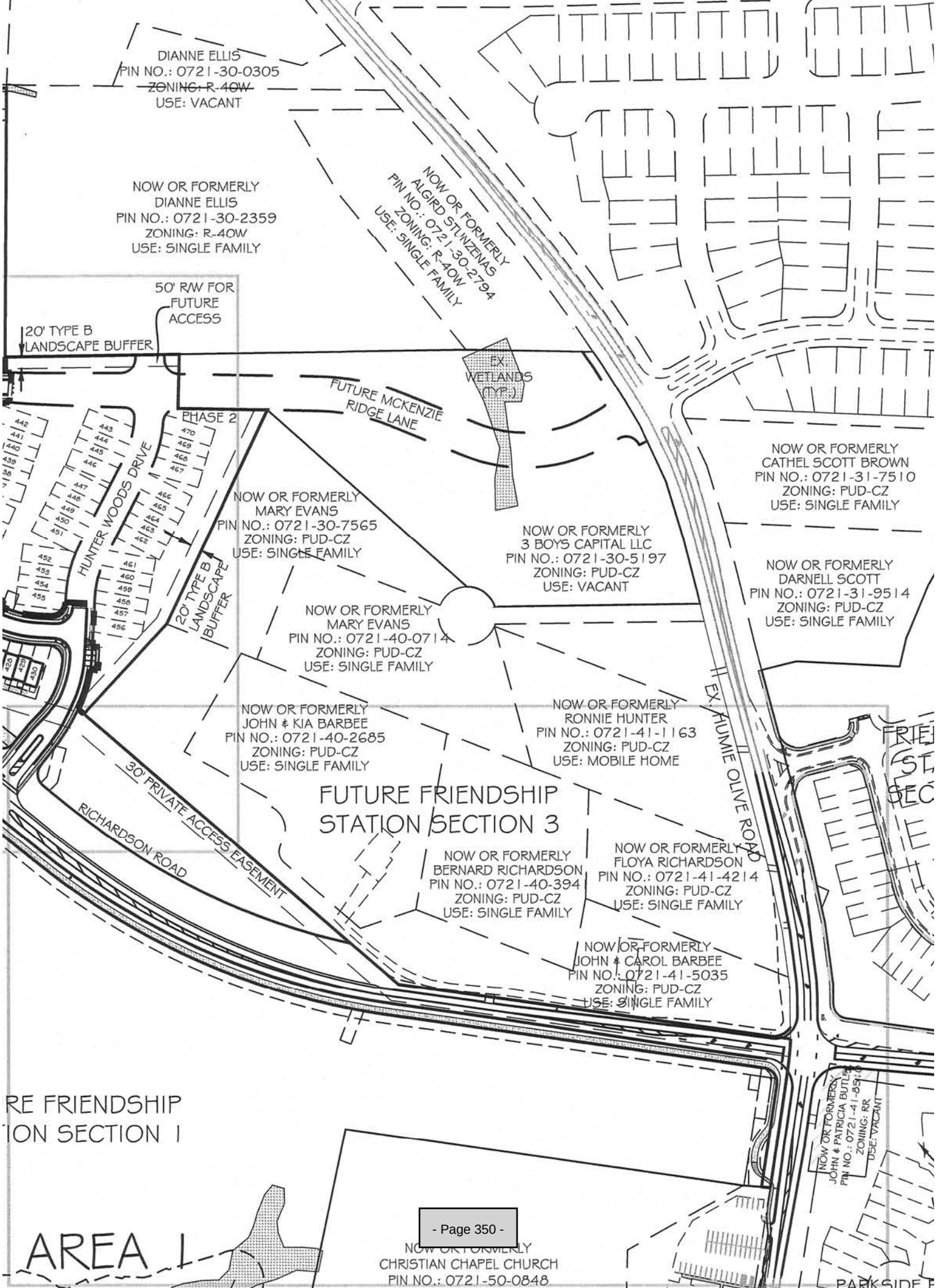
Property Owner(s) name(s): Friendship Station Holdings LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

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 Kiernan/Jones & Cnossen Engineering	221 N Salem St, Suite 001	919-387-1174	patrick@jonescnossen.com	☐
2.	Debbie Michaels				
3.	Cathel Brown				
4.	Ronnie Hunter				
5.	Johnathan Tufts				
6.	Kira Parker				
7.	Adrien Savariego				
8.	Yulia Samoylenko				
9.	Mikhail Samoylenko				
10.	Ran Kol				
11.					☐
12.					☐
13.					☐
14.					☐

Use additional sheets, if necessary.

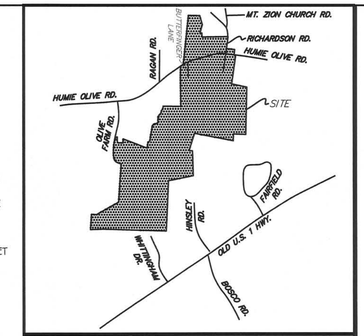

DIANNE ELLIS
PIN NO.: 0721-30-0305
~~ZONING: R-40W~~
USE: VACANT
NOW OR FORMERLY
DIANNE ELLIS
PIN NO.: 0721-30-2359
ZONING: R-40W
USE: SINGLE FAMILY
NOW OR FORMERLY
ALGIRD STUNZENAS
PIN NO.: 0721-30-2794
ZONING: R-40W
USE: SINGLE FAMILY
50' R/W FOR FUTURE ACCESS
20' TYPE B LANDSCAPE BUFFER
EX. WETLANDS (TYP.)
FUTURE MCKENZIE RIDGE LANE
PHASE 2
HUNTER WOODS DRIVE
20' TYPE B LANDSCAPE BUFFER
NOW OR FORMERLY
MARY EVANS
PIN NO.: 0721-30-7565
ZONING: PUD-CZ
USE: SINGLE FAMILY
NOW OR FORMERLY
CATHEL SCOTT BROWN
PIN NO.: 0721-31-7510
ZONING: PUD-CZ
USE: SINGLE FAMILY
NOW OR FORMERLY
3 BOYS CAPITAL LLC
PIN NO.: 0721-30-5197
ZONING: PUD-CZ
USE: VACANT
NOW OR FORMERLY
DARNELL SCOTT
PIN NO.: 0721-31-9514
ZONING: PUD-CZ
USE: SINGLE FAMILY
NOW OR FORMERLY
MARY EVANS
PIN NO.: 0721-40-0714
ZONING: PUD-CZ
USE: SINGLE FAMILY
NOW OR FORMERLY
JOHN & KIA BARBEE
PIN NO.: 0721-40-2685
ZONING: PUD-CZ
USE: SINGLE FAMILY
NOW OR FORMERLY
RONNIE HUNTER
PIN NO.: 0721-41-1163
ZONING: PUD-CZ
USE: MOBILE HOME
EX. HUMIE OLIVE ROAD
30' PRIVATE ACCESS EASEMENT
RICHARDSON ROAD
FUTURE FRIENDSHIP STATION SECTION 3
NOW OR FORMERLY
BERNARD RICHARDSON
PIN NO.: 0721-40-394
ZONING: PUD-CZ
USE: SINGLE FAMILY
NOW OR FORMERLY
FLOYA RICHARDSON
PIN NO.: 0721-41-4214
ZONING: PUD-CZ
USE: SINGLE FAMILY
NOW OR FORMERLY
JOHN & CAROL BARBEE
PIN NO.: 0721-41-5035
ZONING: PUD-CZ
USE: SINGLE FAMILY
RE FRIENDSHIP
ION SECTION 1
NOW OR FORMERLY
JOHN & PATRICIA BUTLER
PIN NO.: 0721-41-85
ZONING: RR
USE: VACANT
AREA 1
NOW OR FORMERLY
CHRISTIAN CHAPEL CHURCH
PIN NO.: 0721-50-0848

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.

PLANNING NOTES:

1. THE SECTION AREAS AND RCA AREAS ARE APPROXIMATE AND MAY CHANGE AT THE TIME OF MASTER PLAN APPROVAL.
2. FUTURE PUBLIC ROADWAY CONNECTIONS ARE SHOWN TO DEMONSTRATE CONNECTIVITY FOR THE OVERALL PROJECT BUT SPECIFIC LOCATIONS WILL BE SHOWN AT THE TIME OF MASTER PLAN APPROVAL.
3. THE MAINTENANCE OF RCA, LANDSCAPE BUFFERS, COMMON AREAS AND THE STORMWATER DEVICES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOC.
4. ALL INTERNAL PUBLIC STREETS SHALL HAVE 50 FEET OF RIGHT-OF-WAY, 27 FEET OF CURB AND ASPHALT WITH SIDEWALKS ON BOTH SIDES OF THE STREET UNLESS SPECIFIED OTHERWISE.
5. RICHARDSON ROAD EXTENSION IMPROVEMENTS SHALL INCLUDE 2 LANES BUILT ON THE EAST SIDE OF THE R/W AND TURN LANES AS NECESSARY.
6. DEVELOPER SHALL DEDICATE ADDITIONAL R/W ALONG THE FRONTAGE OF SECTION 7 TO ACCOMODATE THE FUTURE REALIGNMENT OF RICHARDSON ROAD BASED UPON A 100' R/W AND 50 MPH DESIGN STANDARD.



VICINITY MAP

SITE DATA

TOTAL PROJECT AREA	203.7 ACRES
MAX. DENSITY - RESIDENTIAL SECTION 1	10 UNITS PER ACRE
MAX. DENSITY - RESIDENTIAL SECTIONS 2 & 4-7	6 UNITS PER ACRE (PER SECTION)
OVERALL RESIDENTIAL DENSITY	5 UNITS PER ACRE
RCA / LANDSCAPE BUFFER AREA REQUIRED	25% OR 50.9 ACRES
RCA / LANDSCAPE BUFFER AREA PROVIDED	25% OR 50.9 ACRES
WATERSHED PROTECTION OVERLAY DISTRICT	PRIMARY
DESIGNATED 100-YEAR FEMA FLOODPLAIN	NO
PUBLIC RECREATION REQUIREMENT FEE-IN-LIEU	SINGLE FAMILY DETACHED UNITS @ $3,286.33 SINGLE FAMILY ATTACHED UNITS @ $2,200.58 MULTI-FAMILY UNITS @ $1,937.54

0 100 200 400

GRAPHIC SCALE

TRANSPORTATION CONDITIONS BASED UPON THE TIA:

All proposed roadway improvements on state maintained roadways and the design for the new extension of Richardson Road including all proposed points of access are subject to NCDOT review and approval.

Humie Olive Road and New Hill Olive Chapel Road (to be completed during the Residential/Apartment phases prior to platting a combination of residential units and apartment units in Friendship Station totaling 400 dwelling units)

- Developer shall extend the westbound left-turn lane on Humie Olive Road to provide 250 feet of storage and appropriate taper.
- Developer shall construct a southbound left-turn lane on New Hill Olive Chapel Road with 150 feet of storage and appropriate taper.

Humie Olive Road and Olive Farm Road (to be completed during the Residential/Apartment phases prior to first plat of dwelling units in Friendship Station with access connecting along Olive Farm Road)

- Developer shall construct a westbound left-turn lane on Humie Olive Road with 50 feet of storage and appropriate taper.

Humie Olive Road and Richardson Road (to be completed during the esidential/Apartment phases prior to public dedication of the south leg of Richardson Road)

- Developer shall construct the northbound Richardson Road approach with an exclusive left turn lane with a minimum of 75 feet storage and a shared through-right lane.
- Developer shall reconstruct the southbound Richardson Road approach with an exclusive left turn lane with a minimum of 250 feet storage and a shared through-right lane.
- Developer shall construct a westbound left-turn lane with a minimum of 100 feet of storage and appropriate taper.
- Developer shall construct an eastbound left-turn lane with a minimum of 100 feet of storage and appropriate taper.

Humie Olive Road and Richardson Road Traffic Signal (to be completed during the Residential/Apartment phases or fee in lieu paid)

- Developer shall install a traffic signal when warranted and permitted by NCDOT, subject to evaluation through a warrant study to be conducted by the developer when requested by Town staff. If not warranted prior to occupancy of a combination of residential units and apartment units in Friendship Station totaling 400 dwelling units, Developer shall pay a fee in lieu for the cost of design and installation.

Richardson Road and Site Drive #1 (right-in/right-out only)

- Prior to opening for access to the public, Developer shall construct stop-controlled right-in/right-out eastbound and westbound approaches with 1 lane of egress and 1 lane of ingress at this intersection and install a median on Richardson Road to prevent left turns. Site Drive #1 should be spaced far enough from adjacent intersections on Richardson Road to provide for future turn lane storage and transition when this road is ultimately widened to a 4-lane divided facility according to the Apex Transportation Plan.

Richardson Road and Site Drive #2

- Prior to opening for access to the public, Developer shall construct stop-controlled full movement eastbound and westbound approaches with 1 lane of egress and 1 lane of ingress at this intersection. Site Drive #2 should be spaced at least 800 feet from adjacent full movement intersections on Richardson Road to provide for future turn lane storage and transition when this road is ultimately widened to a 4-lane divided facility according to the Apex Transportation Plan.

Richardson Road and Site Drive #3

Prior to opening for access to the public, Developer shall construct a stop-controlled full movement eastbound approach with 1 lane of egress and 1 lane of ingress and an exclusive southbound right turn lane with 50 feet of storage and appropriate taper at this intersection. Site Drive #3 should be spaced at least 800 feet from adjacent full movement intersections on Richardson Road to provide for future turn lane storage and transition when this road is ultimately widened to a 4-lane divided facility according to the Apex Transportation Plan.

Humie Olive Road and McKenzie Ridge/Site Drive #4

- Prior to opening for access to the public, Developer shall construct a stop-controlled full movement northbound approach with 1 lane of egress and 1 lane of ingress across from the McKenzie Ridge subdivision entrance and construct eastbound and westbound left-turn lanes on Humie Olive Road both with 50 feet of storage and appropriate taper.

Richardson Road and Site Drive #5

- Prior to opening for access to the public, Developer shall construct a three-leg intersection during the Residential/Apartment phases, with a stop-controlled full movement westbound approach with 1 lane of egress and 1 lane of ingress and a southbound left-turn lane with 100 feet of storage and appropriate taper. Site Drive #5 should be spaced at least 800 feet from adjacent full movement intersections on Richardson Road to provide for future turn lane storage and transition when this road is ultimately widened to a 4-lane divided facility per Apex Transportation Plan.
- During the Commercial development phase, prior to opening for access to the public, Developer shall construct a stop-controlled full movement eastbound approach with 1 lane of egress and 1 lane of ingress, a southbound right-turn lane with 200 feet of storage and appropriate taper, and a northbound left-turn lane with 75 feet of storage and appropriate taper.

Richardson Road and Site Drive #6 (right-in/right-out only)

- Prior to opening for access to the public, Developer shall construct a stop-controlled right-in/right-out westbound approach with 1 lane of egress and 1 lane of ingress at this intersection and install a median on Richardson Road to prevent left turns. Site Drive #6 should be spaced far enough from adjacent full movement intersections on Richardson Road to provide for future turn lane storage and transition when this road is ultimately widened to a 4-lane divided facility according to the Apex Transportation Plan.

Humie Olive Road and Site Drive #7 (right-in/right-out only)

- Prior to opening for access to the public, Developer shall construct a stop-controlled right-in/right-out northbound approach with 1 lane of egress and 1 lane of ingress at this location, including an eastbound right turn lane on Humie Olive Road with a minimum of 100 feet storage and appropriate taper. This access shall include a barrier according to NCDOT requirements on Humie Olive Road to prevent left turns and be located far enough from the intersection of Richardson Road to accommodate appropriate deceleration and storage length for the westbound left turn lane at Richardson Road.

Humie Olive Road and Site Drive #8 (right-in/right-out only)

- Prior to opening for access to the public, Developer shall construct a stop-controlled right-in/right-out southbound approach with 1 lane of egress and 1 lane of ingress during the Residential/Apartment phases. This access shall include a barrier according to NCDOT requirements on Humie Olive Road to prevent left turns.
- During the Commercial development phase, prior to opening for access to the public, Developer shall construct a stop-controlled right-in/right-out northbound approach with 1 lane of egress and 1 lane of ingress, and providing an eastbound right turn lane with a minimum of 100 feet storage and appropriate taper.

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 14099 ENGINEER STUART M. JONES 2/9/18

FRIENDSHIP STATION PUD

WAKE COUNTY, NORTH CAROLINA

PD PLAN

TOWN OF APEX

OVERALL LAYOUT PLAN

SCALE: 1"=200'
DRAWN: SMJ
DATE: FEBRUARY 1, 2017

REVISION	
3/9/17	ADDED AREA, TRC
4/12/17	NOTES 4 ACCESS
5/4/17	NOTES, COLLECTOR
5/31/17	NOTES, BACKGROUND
6/8/17	BOUNDARY
7/5/17	SECTION ONE

SHEET: 1
PROJECT: 1444

REVISED: 2/13/18 - TIA IMPROVEMENTS
REVISED: 1/2/18 - TIA IMPROVEMENTS
REVISED: 7/14/17 - SECTION 6

POSSIBLE CONDOMINIMUM ELEVATIONS - SECTION 3





3 - STORY



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): Friendship Station Holdings LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): patrick@jonescnossen.com/(919) 387-1174

Meeting Address: Zoom meeting - see enclosed details

Date of meeting: July 31, 2023 Time of meeting: 6:00 pm - 7:00 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:

These will all be condos and not apartments for rent? But they will look as though they are townhomes?

Applicant's Response:

That's correct, these would be set up similarly to townhomes, but with a condo owners association rather than a homeowners association. There would not be individual public streets within the development, but rather COA common area for parking, drive aisles, sidewalks, amenities, etc.

Question/Concern #2:

Will the landscape buffers change from the original PUD? Right now there is a 20' buffer on both sides of the Section 3/Section4 line, for a total of 40'.

Applicant's Response:

That's correct, there are no changes to the landscape buffers

Question/Concern #3:

What is the construction timeline?

Applicant's Response:

Right now there is no timeline for development as this is just a rezoning to allow a certain style of condominium to be built in Section 3. If this PUD Amendment is approved and the developer decides to move forward with the project immediately, then you could expect upwards of a year for development plans to be reviewed/approved.

Question/Concern #4:

Will Humie Olive Road be closed at any point for construction?

Applicant's Response:

There would likely be some road widening work done on Humie Olive Road whenever McKenzie Ridge Drive is extended into Friendship Station, but at most there would only ever be one lane closed at a time, rather than any full road closures.

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, 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 Zoom meeting - see enclosed details (location/address) on July 31, 2023 (date) from 6:00 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.

8/1/23
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 1st day of August, 2023.

SEAL
ERIN MARCUM
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 11/19/2025

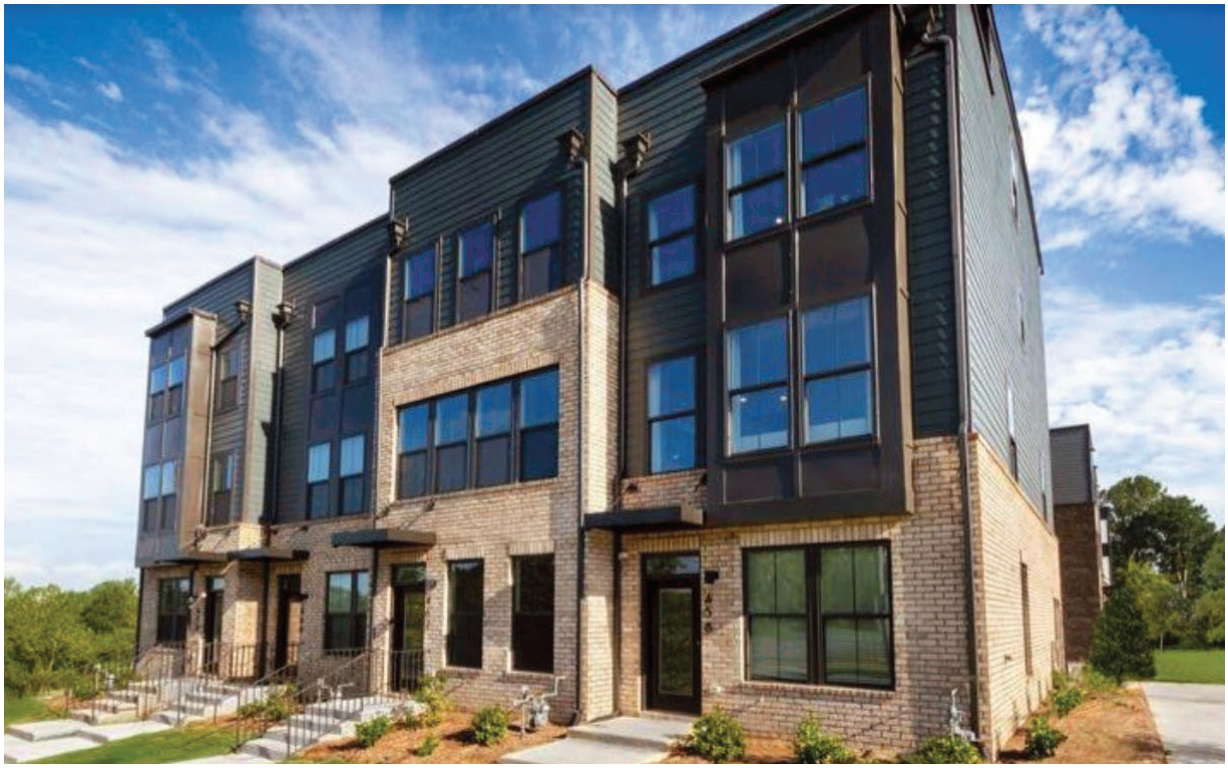
Notary Public

Erin Marcum
Print Name

My Commission Expires: November 19, 2025

POSSIBLE CONDOMINIMUM ELEVATIONS - SECTION 3











2nd Neighborhood Meeting October 23, 2023

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.

September 05, 2023
Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

0 Humie Olive Rd — Address(es)

0721-30-6888 — 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. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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)):

See attached meeting description

Estimated submittal date: Project was submitted on August 01, 2023

MEETING INFORMATION:

Property Owner(s) name(s):	Friendship Station Holdings LLC
Applicant(s):	Jones & Cnossen Engineering, PLLC
Contact information (email/phone):	patrick@jonescnossen.com/919-387-1174
Meeting Address:	Zoom meeting - see enclosed details
Date/Time of meeting**:	October 23, 2023 6:00 pm - 7:00 pm

Welcome: 6:00 pm Project Presentation: 6:00-6:15 pm Question & Answer: 6:15-7:00 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: Friendship Station Section 3 - PUD Amendment Zoning: PUD-CZ

Location: 0 Humie Olive Rd

Property PIN(s): 0720-30-6888 Acreage/Square Feet: 5.6

Property Owner: Friendship Station Holdings LLC

Address: PO Box 5548

City: Cary State: NC Zip: 27512

Phone: 919-703-6203 Email: andrew.ross@floyddevelopment.com

Developer: N/A

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer: Jones & Cnossen Engineering, PLLC - Patrick Kieman

Address: PO Box 1062

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 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 Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 249-3537 (919) 372-7505
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

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

Dear Neighbor(s),

This notice is for the 2nd neighborhood meeting for the Friendship Station PUD Amendment for Section 3. Per the new Town of Apex rezoning requirements, a second neighborhood meeting shall be held after initial submission and prior to the Planning Board meeting, which, for this project is planned for November 13, 2023.

This meeting will provide updates to the rezoning application that was presented to neighbors at the original meeting held on July 31, 2023.

The only changes that will be discussed at this meeting are the renderings of example condominium products that were presented at the July 31st meeting. Appended to this meeting description are the revised renderings that will be shown and discussed at the neighborhood meeting.

If you are unable to attend the meeting, feel free to reach out to me at patrick@jonescnossen.com and I will be happy to answer any questions you may have.

Sincerely,

Patrick L. Kiernan, P.E.

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 – Friendship Station Section 3 PUD Amendment - Second Neighborhood Meeting

When: **October 23, 2023 06:00 PM Eastern Time** (US and Canada)

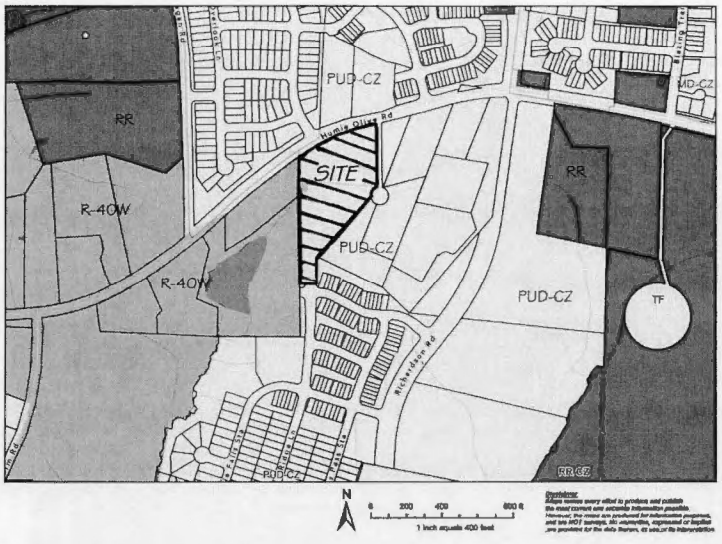
Register using the QR code:

Or go to: www.zoom.com. Click on "JOIN". Enter the Meeting ID: 826 5152 1452 and then the Passcode: 853438.

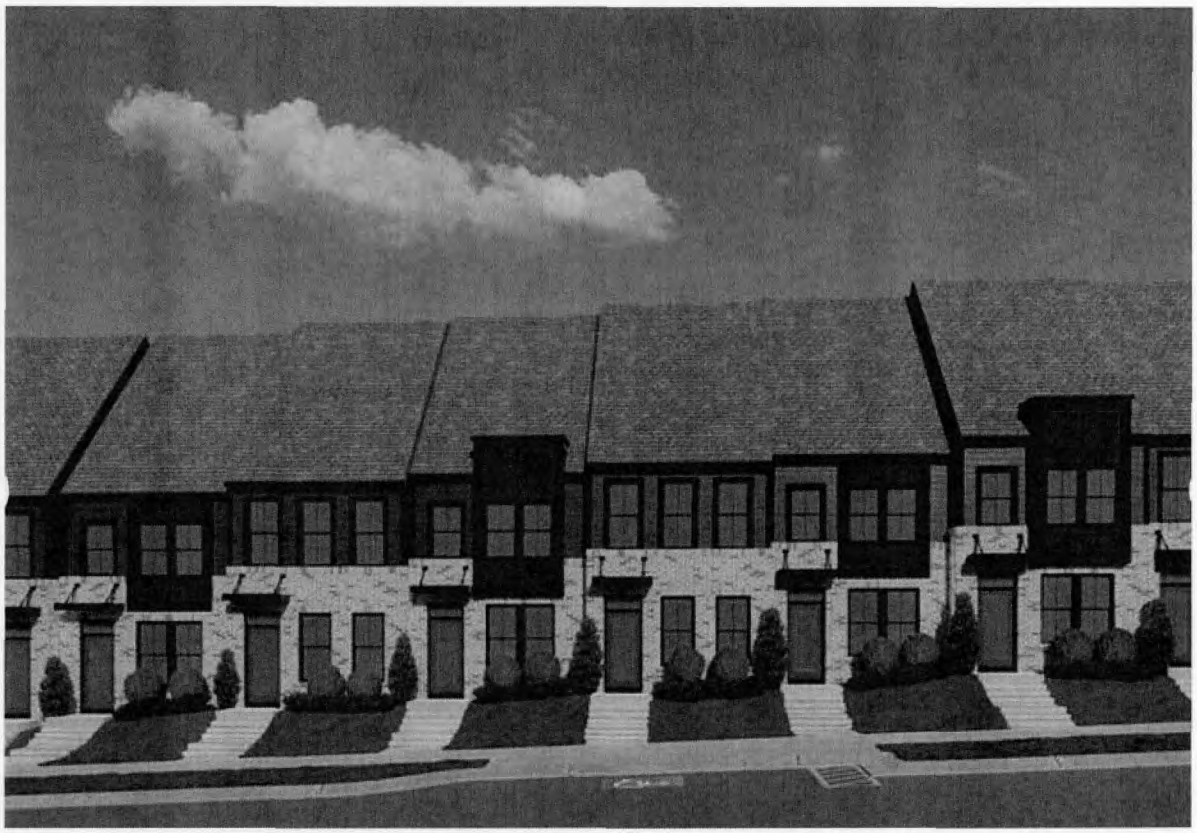
Provide your First & Last Name, Email address, and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on October 23, 2023.

Or to join the meeting by phone: dial (646) 931-3860 or (929) 205-6099 and enter the Meeting ID 826 5152 1452 and the Passcode 853438. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

Vicinity Exhibit



POSSIBLE CONDOMINIMUM ELEVATIONS - SECTION 3











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.

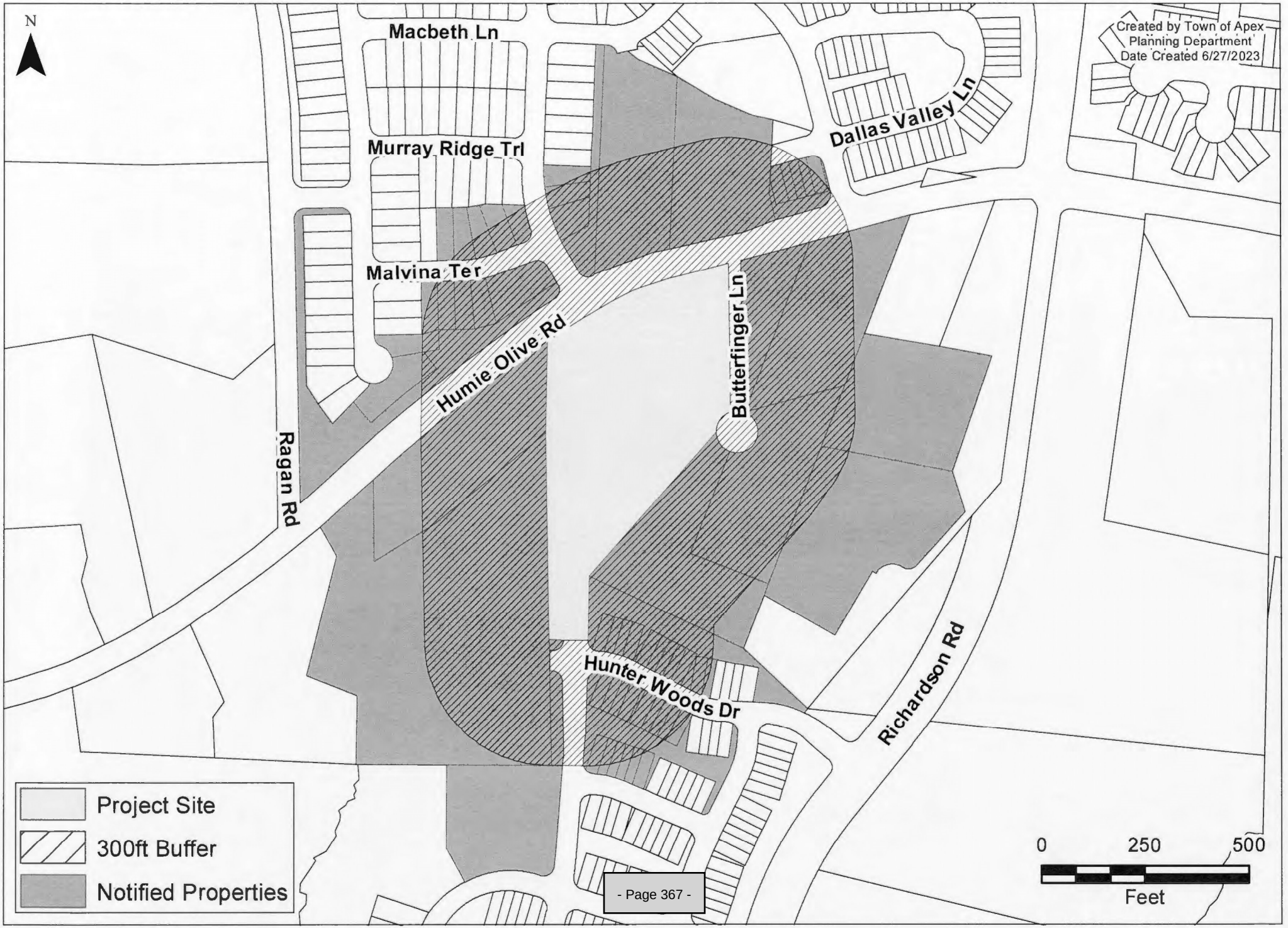
Electric Utility Installation: **Rodney Smith** **919-249-3342**

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

2187 MCKENZIE RIDGE LN	0721315356	ANNISETTY, VEERA VS ANNISETTY, RAMADEVI	2187 MCKENZIE RIDGE LN	APEX NC 27502-6629		2020-10-30
2918 RICHARDSON RD	0721402685	BARBEE, JOHN JR BARBEE, KIA	2918 RICHARDSON RD	APEX NC 27502-7886		2000-09-19
2851 HUNTER WOODS DR	0721307129	BASU, SUMIK BASU, MAITRAYEE	2851 HUNTER WOODS DR	APEX NC 27502-7080		2023-04-21
2847 HUNTER WOODS DR	0721307167	BISWAL, DEBASHREE MANDAVA, KEDARNATH	2838 LEMNOS DR	APEX NC 27502-4401		2023-06-28
2179 MCKENZIE RIDGE LN	0721315447	BOGDAN, PHILLIP BOGDAN, KYOUNG CHOON	2179 MCKENZIE RIDGE LN	APEX NC 27502-6629		2019-12-20
8132 HUMIE OLIVE RD	0721317409	BROWN, CATHEL SCOTT	8132 HUMIE OLIVE RD	APEX NC 27502-9624		1999-06-14
8129 HUMIE OLIVE RD	0721410115	BUNCH, JOYCE H SHIELDS, SHARON JOHNESE	321 ROBERTSON AVE	BIRMINGHAM AL 35215-7729		2007-09-07
2848 HUNTER WOODS DR	0721307148	CHENG, SHING-YI	31 HAGGERTY DR	WEST ORANGE NJ 07052-1433		2023-03-30
2859 HUNTER WOODS DR	0721306262	DAVIS, ASHLEY	2859 HUNTER WOODS DR	APEX NC 27502-7080		2023-03-29
8021 HUMIE OLIVE RD	0721319514	DEALLIE, FELESIA SCOTT SCOTT, DARNELL R	8021 HUMIE OLIVE RD	APEX NC 27502-9635		2019-10-28
2861 HUNTER WOODS DR	0721306243	DU, BEI SUN, TIGER	504 MAYBANK PL	CARY NC 27519-6575		2023-03-22
8217 HUMIE OLIVE RD	0721302359	ELLIS, DIANNE O	8217 HUMIE OLIVE RD	APEX NC 27502-9625		2011-08-31
2903 DALLAS VALLEY LN	0721411416	ERDOGAN, MEHMET AKIF ERGOGAN, SALIHA	2903 DALLAS VALLEY LN	APEX NC 27502-6633		2023-07-31
2712 BUTTERFINGER LN	0721307565	EVANS, MARY	2712 BUTTERFINGER LN	APEX NC 27502-8978		1987-10-15
2705 BUTTERFINGER LN	0721400714	EVANS, MARY H,	2705 BUTTERFINGER LN	APEX NC 27502-8978		2014-05-22
2854 HUNTER WOODS DR	0721307362	FORNARIS, KATHERINE	2854 HUNTER WOODS DR	APEX NC 27502-7080		2023-04-24
0 HUMIE OLIVE RD	0721306888	FRIENDSHIP STATION HOLDINGS LLC	4201 TAYLOR HALL PL	CHAPEL HILL NC 27517-7439		2020-08-13
2908 MALVINA TER	0721313333	GARTIN, DAVID R RAZE-GARTIN, JESSICA E	2908 MALVINA TER	APEX NC 27502-6624		2020-04-27
2183 MCKENZIE RIDGE LN	0721315442	GOWDA, SANTOSH NANJAPPA TRUSTEE GOWDA, APEKSHA TRUSTEE	10 MEDALLION CT	NASHUA NH 03062-3400		2020-10-27
2243 GREGOR OVERLOOK LN	0721311066	GUO, JIA QI, XIAO	2243 GREGOR OVERLOOK LN	APEX NC 27502-6626		2019-01-02
2905 DALLAS VALLEY LN	0721410495	GUPTA, PRAMIT KUMAR CHAKRABORTY, ANANYA	2905 DALLAS VALLEY LN	APEX NC 27502-6633		2023-07-12
8129 HUMIE OLIVE RD	0721411163	HUNTER, RONNIE A HUNTER, LASHUNDA	8129 HUMIE OLIVE RD	APEX NC 27502-9624		2019-03-29
2918 MALVINA TER	0721312353	JIN, JEAN	2918 MALVINA TER	APEX NC 27502-6624		2020-04-16
2856 HUNTER WOODS DR	0721307334	JOHNSON, MARCUS ALLEN JOHNSON, VEULLANA VEILLARD	2856 HUNTER WOODS DR	APEX NC 27502-7080		2023-06-01
2807 DALLAS VALLEY LN	0721410475	JORDAN'S CONSTRUCTION INC LEAVES LLC	933 OLD KNIGHT RD	KNIGHTDALE NC 27545-9065		2022-03-16
2919 MALVINA TER	0721312156	KHAN, NAZMUL K SHARMIN, TAMANNA	2919 MALVINA TER	APEX NC 27502-6624		2020-06-26
2860 HUNTER WOODS DR	0721307305	LI, CHUAN KWAN, LING	238 CALIFORNIA QUARRY RD	WOODSTOCK NY 12498-1044		2023-03-27
2850 HUNTER WOODS DR	0721308300	LIU, ZHI JUN SUN, HONG TAO	1419 SAWYER AVE	HIGH POINT NC 27265-9234		2023-05-31
2914 MALVINA TER	0721312392	LORVIS LLC	501 W WILLIAMS ST UNIT 1327	APEX NC 27502-0020		2019-09-26
2814 AUSTIN FALLS STA	0721307025	M/I HOMES OF RALEIGH LLC	1511 SUNDAY DR STE 100	RALEIGH NC 27607-5195		2020-10-27
0 MCKENZIE RIDGE LN	0721316404	MCKENZIE RIDGE HOMEOWNERS ASSOCIATION INC	MERITAGE HOMES OF THE CAROLINAS INC	3005 CARRINGTON MILL BLVD STE 100	MORRISVILLE NC 27560-8886	2017-08-23
0 GREGOR OVERLOOK LN	0721300846	MCKENZIE RIDGE HOMEOWNERS ASSOCIATION INC	CHARLESTON MGMT CORP	PO BOX 97243	RALEIGH NC 27624-7243	2018-04-03
2857 HUNTER WOODS DR	0721306291	MICHAELS, DEBORAH ANNE MICHAELS, MARTIN ALEXANDER	2857 HUNTER WOODS DR	APEX NC 27502-7080		2023-02-03
2840 HUNTER WOODS DR	0721308257	MISRA, ANKIT	2840 HUNTER WOODS DR	APEX NC 27502-7080		2023-07-31
2864 HUNTER WOODS DR	0721306357	MOUSSA, FAYE W TRUSTEE 2864 MOCKINGBIRD TRUST	2864 HUNTER WOODS DR	APEX NC 27502-7080		2023-03-21
2883 HUNTER WOODS DR	0721306224	NAYYAR, GAURAV	2883 HUNTER WOODS DR	APEX NC 27502-7080		2023-03-17
2843 HUNTER WOODS DR	0721308115	PAN, BO WANG, JIHONG	2843 HUNTER WOODS DR	APEX NC 27502-7080		2023-03-31
2901 DALLAS VALLEY LN	0721411447	PATEL, AMITKUMAR G PATEL, HETALBEN A	2901 DALLAS VALLEY LN	APEX NC 27502-6633		2023-06-16
2852 HUNTER WOODS DR	0721307381	PRANT, DYAN	2852 HUNTER WOODS DR	APEX NC 27502-7080		2023-05-26
2911 MALVINA TER	0721313146	QAZI, ZOHAIB K RAZA, ZANAB	2911 MALVINA TER	APEX NC 27502-6624		2020-05-29
2923 MALVINA TER	0721312115	RAMESH, SRINIVASAN KUPPAM MURUGAN, SUBASHRI VALLINAYAGAM	2923 MALVINA TER	APEX NC 27502-6624		2023-02-23
2838 HUNTER WOODS DR	0721308287	RAVIPATI, ANANDA KUMAR	22 LAKESHORE DR APT 1	FARMINGTON CT 06032		
8109 HUMIE OLIVE RD	0721403941	RICHARDSON, BERNARD D	8109 HUMIE OLIVE RD	APEX NC 27502-9624		1994-11-18
2845 HUNTER WOODS DR	0721307186	SASIDHARAN, KARTHIK SURENDRAN, ASWINI MORAIKAT	2845 HUNTER WOODS DR	APEX NC 27502-7080		2023-04-26
2868 HUNTER WOODS DR	0721308337	SAVARIEGO, MEGAN NICOLETTE SAVARIEGO, ADRIEN	2868 HUNTER WOODS DR	APEX NC 27502-7080		2023-03-24
2915 MALVINA TER	0721312195	SRIDHAR, ARVIND YELLAPRAGADA, SRI CHANDANA	2915 MALVINA TER	APEX NC 27502-6624		2020-07-30
8221 HUMIE OLIVE RD	0721302794	STUNZENAS, ALGIRD	8221 HUMIE OLIVE RD	APEX NC 27502-9625		2000-03-24
0 HUMIE OLIVE RD	0721411400	THE TOWNES AT FRIENDSHIP STATION DEVELOPERS, LLC	PO BOX 2533	CHAPEL HILL NC 27515-2533		2018-06-25
2904 MALVINA TER	0721313384	TUFTS, JONATHAN EDGAR	2904 MALVINA TER	APEX NC 27502-6624		2023-06-29
2862 HUNTER WOODS DR	0721306376	WAHID, ABU N WAHID, NAILA F	2862 HUNTER WOODS DR	APEX NC 27502-7080		2023-03-24
2848 HUNTER WOODS DR	0721308229	XIE, LIN ZHENG, QING	3505 CARVERS GAP CT	CARY NC 27519-9611		2023-05-22
2909 DALLAS VALLEY LN	0721410454	ZARICK, JOHN PAUL HAIRE, CHRISTINNA J	2909 DALLAS VALLEY LN	APEX NC 27502-6633		2023-05-23
		Current Tenant	2814 Austin Falls STA	APEX NC 27502		
		Current Tenant	2816 Austin Falls STA	APEX NC 27502		
		Current Tenant	2818 Austin Falls STA	APEX NC 27502		
		Current Tenant	2820 Austin Falls STA	APEX NC 27502		
		Current Tenant	2822 Austin Falls STA	APEX NC 27502		
		Current Tenant	2824 Austin Falls STA	APEX NC 27502		
		Current Tenant	2907 Dallas Valley LN	APEX NC 27502		
		Current Tenant	2243 Gregory Overlook LN	APEX NC 27502		
		Current Tenant	2838 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2847 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2848 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2848 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2850 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2894 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2861 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2898 Hunter Woods DR	APEX NC 27502		
		Current Tenant	2914 Malvina TER	APEX NC 27502		
		Current Tenant	2183 Mckenzie Ridge LN	APEX NC 27502		
		Current Tenant	2908 Richardson RD	APEX NC 27502		

Created by Town Apex Planning Department
Date Created: 9/13/2023

Notified Properties Within 300ft of the Project Property



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 meeting - see enclosed details

Date of meeting: October 23, 2023 Time of meeting: 6:00 pm - 7:00 pm

Property Owner(s) name(s): Friendship Station Holdings LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

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 Kiernan/Jones & Cnossen Engineering	221 N Salem St., Suite 001	(919) 387-1174	patrick@jonescnossen.com	☐
2.	Priya Sasidharan				
3.	Jayaraj Sivadasan				
4.	Alex & Debbie Michaels				
5.	Cathel Brown				
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): Friendship Station Holdings LLC

Applicant(s): Jones & Crossen Engineering, PLLC

Contact information (email/phone): _____

Meeting Address: Zoom meeting - see enclosed details

Date of meeting: October 23, 2023 Time of meeting: 6:00 pm - 7:00 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 Meeting Summary of Discussion

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: What will the parking look like with the new condo development, and should we be concerned about overflow parking into the adjacent neighborhood?

Applicant's Response: As these condos would mimic townhomes in their design, we have been directed to follow the townhome parking requirements in the Town's UDO, which is 2 spaces per unit, plus 1 guest space for every 4 units. These buildings would have rear-entry garages, and the rest of the parking requirement would be satisfied with surface parking along internal streets. We will keep your concerns in mind during site plan design and hope to be able to provide adequate parking within this development's own bounds to reduce the amount of overflow parking onto the streets of Friendship Station.

Question/Concern #2: Will the development have its own amenities? Will it have its own HOA, separate from the Friendship Station HOA?

Applicant's Response: This development would not have its own pool or clubhouse, but it would have its own standalone open space requirements, so it is possible that it could have common area amenities within the site. This development would have its own COA (Condo. Owner Association), separate from the Friendship Station HOA.

Question/Concern #3: How can McKenzie Ridge Lane be designed to minimize or slow traffic into the neighborhood? Could a stop sign be added at McKenzie Ridge Lane and Hunter Woods Drive?

Applicant's Response: McKenzie Ridge Lane will taper from a 2-lane road in existing Friendship Station to a 3-lane road in Section 3, with a 2-way left turn lane in the center lane. I do not believe the initial design would include any traffic-calming devices, such as speed bumps, along the Section 3 stretch of McKenzie Ridge Lane, as those things are typically installed retroactively if they are shown to be needed. We can discuss your concern with the Apex Transportation dept. to see if they have any suggestions, including your idea of a stop sign along McKenzie Ridge Lane at Hunter Woods Drive.

Question/Concern #4: Will Humie Olive Road be widened for this development in order to add turn lanes?

Applicant's Response: A WB left turn lane will be needed on Humie Olive Road, but the majority of the widening for that turn lane had been previously done as part of the McKenzie Ridge subdivision. There may be some additional asphalt needed along the south side of Humie Olive in order to provide the correct amount of storage in the left turn lane, but it would be a narrow strip if anything.

Question/Concern #5: Can anything be done to ensure that construction vehicles do not access the site from Friendship Station to the south and instead access the site off Hume Olive Road?

Applicant's Response: I believe it would be preferred by the construction crews to access the site from Hume Olive Road, rather than having to navigate a network of townhome streets. With that said, we can discuss with the developer the idea of adding a condition to the PUD to ensure that remains the case.

Question/Concern #6: What will the landscaping look like? Will there be any open space or parkland saved?

Applicant's Response: I'm not sure exactly as I am not a Landscape Architect, but I would imagine the requirements would be similar to that of a townhome development. I will make note of the concern over landscaping and hopefully the site can be designed to maximize the planting of open space for aesthetics and/or screening. In regards to saving open space, this site will essentially be split into two parcels with the extension of McKenzie Ridge Lane, with the eastern side being used for development. There is an area of wetlands taking up a large portion of the western side, so it is likely that area would be preserved as resource conservation.

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, 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 Zoom meeting - see enclosed details (location/address) on October 23, 2023 (date) from 6:00 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.

10/25/23
Date

By: _____

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 25th day of October, 2023.

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

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #23CZ16 Friendship Station Section 3 PUD Amendment

Planning Board Meeting Date: November 13, 2023

Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage: ±5.6 acres

PIN(s): 0721306888

Current Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)

Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)

2045 Land Use Map: Mixed Use: High Density Residential/Office Employment/Commercial Services and Medium Density Residential

Town Limits: Inside Town Limits

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☑ 2045 Land Use Map
☑ Consistent ☐ Inconsistent Reason: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan
☑ Consistent ☐ Inconsistent Reason: _____

Legislative Considerations:

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.

1. *Consistency with 2045 Land Use Plan.* 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 Plan.
   ☑ Consistent ☐ Inconsistent Reason: _____

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
   ☑ Consistent ☐ Inconsistent Reason: _____

3. *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

Planning Board Recommendation:

Motion: To recomend approval as presented.

Introduced by Planning Board member: Ryan Akers

Seconded by Planning Board member: Alyssa Byrd

☐ *Approval*: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☑ *Approval with conditions*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

As presentated by staff.

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of November 2023.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin Date: 2023.11.13 16:46:50 -05'00'

Dianne Khin, Planning Director

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #23CZ16
Friendship Station Section 3 PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Charm City Developers, LLC
Owner: Friendship Station Holdings, LLC
Authorized Agent: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Property Address: 0 Humie Olive Road
Acreage: ±5.6 acres
Property Identification Number (PIN): 0721306888
2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services
Existing Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)
Proposed Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: November 13, 2023 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 27-November 13, 2023

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ16
Friendship Station Section 3 PUD Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Charm City Developers, LLC
Agente autorizado: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Dirección de la propiedad: 0 Humie Olive Road
Superficie: ±5.6 acres
Números de identificación de la propiedad: 0721306888
Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office Employment/Commercial Services
Ordenamiento territorial existente de la propiedad: Planned Unit Development- Conditional Zoning (PUD-CZ #18CZ02)
Ordenamiento territorial propuesto para la propiedad: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de noviembre de 2023 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 27 de octubre de 2023 – 13 de noviembre de 2023

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #23CZ16
Friendship Station Section 3 PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Charm City Developers, LLC
Owner: Friendship Station Holdings, LLC
Authorized Agent: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Property Address: 0 Humie Olive Road
Acreage: ±5.6 acres
Property Identification Numbers (PIN): 0721306888
2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services
Existing Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)
Proposed Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: November 28, 2023 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Planning Director

Published Dates: November 3-28, 2023

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ16
Friendship Station Section 3 PUD Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Charm City Developers, LLC
Agente autorizado: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Dirección de las propiedades: 0 Humie Olive Road
Superficie: ±5.6 acres
Números de identificación de la propiedad: 0721306888
Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office Employment/Commercial Services
Ordenamiento territorial existente de la propiedad: Planned Unit Development- Conditional Zoning (PUD-CZ #18CZ02)
Ordenamiento territorial propuesto para la propiedad: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 28 de noviembre de 2023 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 3-28 de noviembre de 2023

PUD Application-Friendship Stati | Legal Notice of Public Hearings | 23CZ16-PB-PN-Combined
https://www.apexnc.org/DocumentCenter/View/45175/23CZ16-PB-PN-Combined?bidId=
Draw | Read aloud | Ask Bing AI | 1 of 2

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #23CZ16
Friendship Station Section 3 PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Charm City Developers, LLC
Owner: Friendship Station Holdings, LLC
Authorized Agent: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Property Address: 0 Humie Olive Road
Acreage: ±5.6 acres
Property Identification Number (PIN): 0721306888
2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services
Existing Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)
Proposed Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: November 13, 2023 4:30 PM
You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Planning Director

Type here to search
57°F
10:37 AM
10/27/2023

PUD Application-Friendship Stati | Legal Notice of Public Hearings | 23CZ16-PB-PN-Combined
https://www.apexnc.org/DocumentCenter/View/45175/23CZ16-PB-PN-Combined?bidId=
Draw | Read aloud | Ask Bing AI | 2 of 2

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ16
Friendship Station Section 3 PUD Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Charm City Developers, LLC
Agente autorizado: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Dirección de la propiedad: 0 Humie Olive Road
Superficie: ±5.6 acres
Números de identificación de la propiedad: 0721306888
Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office Employment/Commercial Services
Ordenamiento territorial existente de la propiedad: Planned Unit Development- Conditional Zoning (PUD-CZ #18CZ02)
Ordenamiento territorial propuesto para la propiedad: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de noviembre de 2023 4:30 P.M.
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 27 de octubre de 2023 – 13 de noviembre

Type here to search
57°F
10:38 AM
10/27/2023

23CZ16-TC-PN-Combined
https://www.apexnc.org/DocumentCenter/View/45224/23CZ16-TC-PN-Combined?bidId=
Draw | Read aloud | Ask Bing AI | 1 of 2

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #23CZ16
Friendship Station Section 3 PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Charm City Developers, LLC
Owner: Friendship Station Holdings, LLC
Authorized Agent: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Property Address: 0 Humie Olive Road
Acreage: ±5.6 acres
Property Identification Numbers (PIN): 0721306888
2045 Land Use Map Designation: Mixed Use: High Density Residential/Office Employment/Commercial Services
Existing Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)
Proposed Zoning of Property: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: November 28, 2023 6:00 PM
You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Planning Director

9:29 AM
11/3/2023

23CZ16-TC-PN-Combined
https://www.apexnc.org/DocumentCenter/View/45224/23CZ16-TC-PN-Combined?bidId=
Draw | Read aloud | Ask Bing AI | 2 of 2

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #23CZ16
Friendship Station Section 3 PUD Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Charm City Developers, LLC
Agente autorizado: Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Dirección de las propiedades: 0 Humie Olive Road
Superficie: ±5.6 acres
Números de identificación de la propiedad: 0721306888
Designación actual en el Mapa de Uso Territorial para 2045: Mixed Use: High Density Residential/Office Employment/Commercial Services
Ordenamiento territorial existente de la propiedad: Planned Unit Development- Conditional Zoning (PUD-CZ #18CZ02)
Ordenamiento territorial propuesto para la propiedad: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 28 de noviembre de 2023 6:00 P.M.
Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:

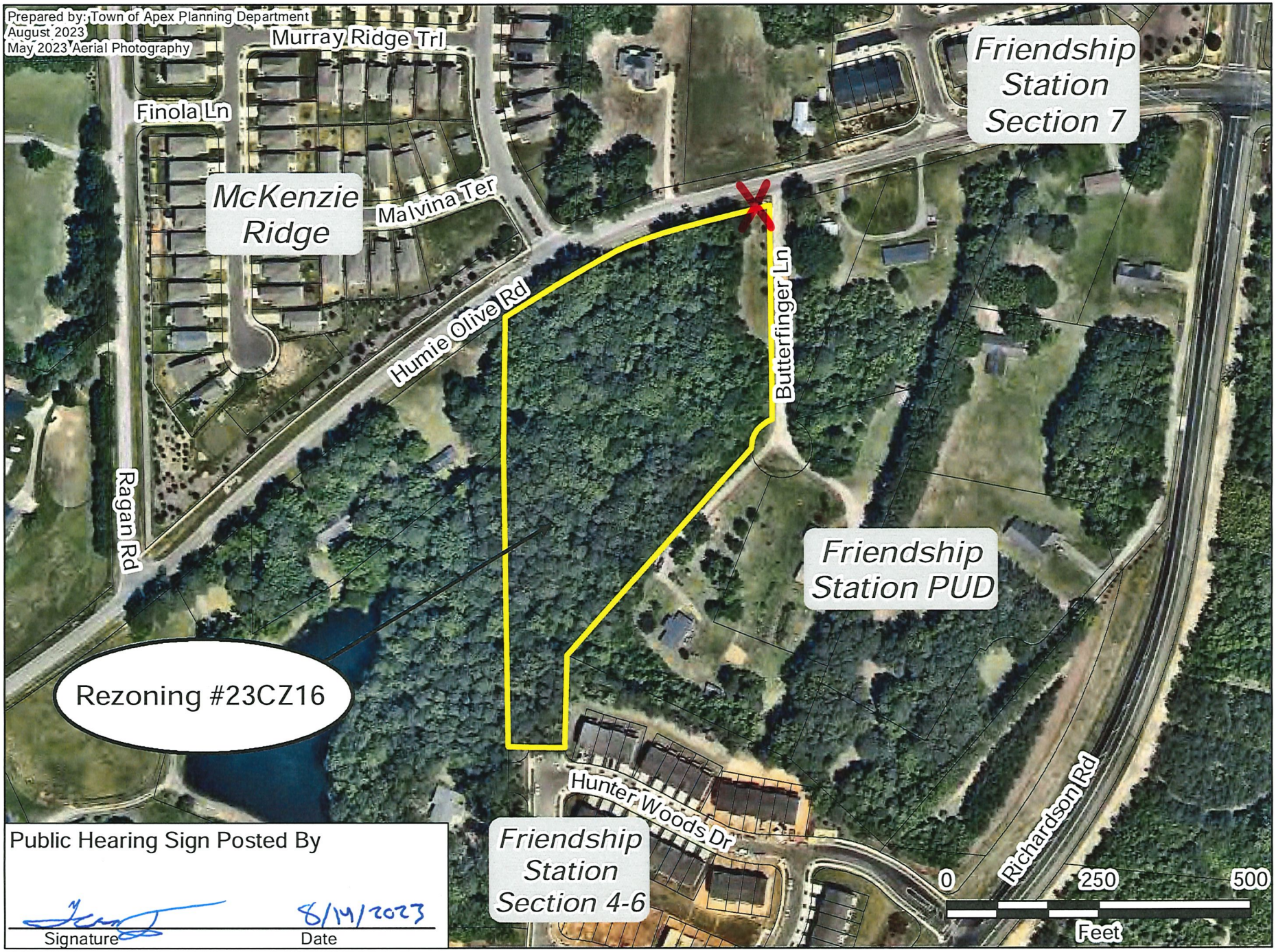


Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/44154.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 3-28 de noviembre de 2023

9:29 AM
11/3/2023



Public Hearing Sign Posted By

Signature

8/14/2023
Date

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #23CZ16 Friendship Station Section 3 PUD Amendment
Project Location:	0 Humie Olive Road (PIN 0721306888)
Applicant or Authorized Agent:	Charm City Developers, LLC
Firm:	Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Planning Board Public Hearing Date:	November 13, 2023
Project Planner:	Liz Loftin

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on October 27, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

11/1/2023
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra, a Notary Public for the above State and County, this the 1st day of November, 2023.

Notary Public

JESUS A IBANEZ-IBARRA
My Commission Expires
NOTARY PUBLIC
April 10, 2028
WAKE COUNTY, NC

My Commission Expires: 4/10/2028

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #23CZ16 Friendship Station Section 3 PUD Amendment
Project Location:	0 Humie Olive Road (PIN 0721306888)
Applicant or Authorized Agent:	Charm City Developers, LLC
Firm:	Jones & Cnossen Engineering, PLLC- Patrick Kiernan
Town Council Public Hearing Date:	November 28, 2023
Project Planner:	Liz Loftin

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on November 3, 2023, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

11/7/2023
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra, a Notary Public for the above State and County, this the 7th day of November, 2023.

JESUS A IBANEZ-IBARRA My Commission Expires NOTARY PUBLIC April 10, 2028 WAKE COUNTY, NC

Notary Public

My Commission Expires: 4/10/2028

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #23CZ16 Friendship Station Section 3 PUD Amendment

Planning Board Meeting Date: November 13, 2023

Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage: ±5.6 acres

PIN(s): 0721306888

Current Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ #18CZ02)

Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)

2045 Land Use Map: Mixed Use: High Density Residential/Office Employment/Commercial Services and Medium Density Residential

Town Limits: Inside Town Limits

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☑ 2045 Land Use Map
☑ Consistent ☐ Inconsistent Reason: _____

☑ Apex Transportation Plan
☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan
☑ Consistent ☐ Inconsistent Reason: _____

Legislative Considerations:

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.

1. *Consistency with 2045 Land Use Plan.* 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 Plan.
   ☑ Consistent ☐ Inconsistent Reason: _____

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
   ☑ Consistent ☐ Inconsistent Reason: _____

3. *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
   ☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

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.
☑ Consistent ☐ Inconsistent Reason: _____

Planning Board Recommendation:

Motion: To recomend approval as presented.

Introduced by Planning Board member: Ryan Akers

Seconded by Planning Board member: Alyssa Byrd

☐ *Approval*: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☑ *Approval with conditions*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

As presentated by staff.

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of November 2023.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin Date: 2023.11.13 16:46:50 -05'00'

Dianne Khin, Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: November 28, 2023

Item Details

Presenter(s): Steve Adams, Real Estate/Utilities Acquisition Specialist

Department(s): Transportation and Infrastructure Development

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(5) to discuss matters related to acquisition of real property.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract."

Attachments

- N/A