Wendell Town Board of Commissioners

Town Hall, Board Room,

409 Landing View Drive, Wendell, NC, 27591

Regular Session Agenda

Monday, February 12, 2024 @ 7:00 PM

CALL TO ORDER

Call to Order - Mayor Virginia Gray
Pledge of Allegiance - Carver Elementary School Student, David Moreno Minera
Invocation - Wendell Council of Churches

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

2. PUBLIC COMMENT PERIOD

The public may participate in public comment period in the following ways:
1. Signing up for public comment period the night of the meeting if attending in person. Please sign up at the podium in the Board Room lobby. Sanitation stations will be available. You will have three minutes to speak.
2. Submitting written statements via email to the Town Clerk at mtew@townofwendellnc.gov by the Friday prior to the Board Meeting, before 5 p.m. Please include your full name and address for the record. All written public comments timely received will be read into the record for a length of three minutes and copies will be provided to the Board of Commissioners at or before the meeting.

3. CONSENT AGENDA

3.a Resolution to Dispose of Surplus of Vehicles by Private Sale

Staff Contact: Garrett Johnson
Finance Director
gjohnson@townofwendellnc.gov

3.b Resolution to Accept 1.55 acres of land from the Acorn Creek Community

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

3.c Resolution to Accept 13.44 acres of land from the Magnolia Townes Community

Staff Contact: Bryan Coates

Planning Director
bcoates@townofwendellnc.gov

3.d Buffalo Creek Greenway Deed of Easement

Staff Contact: Stephanie Smith
Assistant Town Manager
ssmith@townofwendellnc.gov

3.e Approval of Summary of Minutes from December 11, 2023

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

3.f Approval of Summary of Minutes from January 6, 2024

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

4.a Recognition of Carver Elementary School Teacher, Mrs. Lavonna Chilton

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

4.b Presentation of the Wake County Public School System Strategic Plan

Staff Contact: Leigh Ann Alford-Keith, Ed.D
Senior Director of Innovative and Strategic Initiatives
Wake County Public School System
lalford-keith@wcpss.net

4.c New Website Preview

Staff Contact: Megan Howard
Communications Manager
mhoward@townofwendellnc.gov

4.d GFOA Distinguished Budget Presentation Award for Fiscal Year 2024 Budget

Staff Contact: Garrett Johnson
Finance Director
gjohnson@townofwendellnc.gov

5. PUBLIC HEARINGS

5.a A23-09: Public Hearing for a Non-Contiguous Annexation of Approximately 0.16 Acres, PIN: 1774439628, Located at 6824 Martin Street

Staff Contact: Bryan Coates

Planning Director
bcoates@townofwendellnc.gov

6. ADMINISTRATIVE ITEMS

6.a Wendell Park Improvements

Staff Contact: Marc Collins
Town Manager
mcollins@townofwendellnc.gov

6.b Town of Wendell Sponsorship Policy

Staff Contact: Stephanie Smith
Assistant Town Manager
ssmith@townofwendellnc.gov

7. OTHER BUSINESS

Update of Board Committees by Town Board Members:
Central Pines Regional Council – Commissioner Joe DeLoach
Wendell Volunteer Fire Department Board of Directors - Mayor Pro Tempore Jason Joyner

8. COMMISSIONERS' REPORTS / COMMENTS

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

ADJOURN

AGENDA ITEM NO. 3.a

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Garrett Johnson, Finance
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Resolution to Dispose of Surplus of Vehicles by Private Sale
SPECIFIC ACTION REQUESTED:	Motion to Resolve to Authorize the Town Manager or Designee to Declare Vehicles as Surplus for the Purposes of Private Sale consistent with G.S. 160A-266(c) and prior Board of Commissioners action and agreement to award the Vehicle Leasing Program to Enterprise.
ITEM SUMMARY:	The Town of Wendell has historically disposed of its surplus assets by way of online auctions utilizing GovDeals as allowed by North Carolina General Statue (NCGS) 160A-270(c) which has included vehicles, equipment, and other various equipment and fixtures. While the process allows for surplus solicitations to reach a large pool of prospective buyers, proceeds received from the auctioned assets are low. Under NCGS 160A-266(c), a governing board is authorized to establish procedures under which municipal officials may dispose of personal property valued at less than $30,000 for any one item or group of similar items without further board action and without published notice. The procedures must be designed to secure fair market value for the property disposed of and to accomplish the disposal efficiently and effectively. Staff is proposing to dispose of owned vehicles by way of private sale to Enterprise. The Town began a vehicle lease program relationship with Enterprise in late 2021. Enterprise is able to purchase vehicles from the Town at a competitive price because they maintain a large network of buyers regionally and nationwide. Because Enterprise can offer private market purchase prices, the margin of return is higher due to the Town's ability to purchase vehicles at lower prices

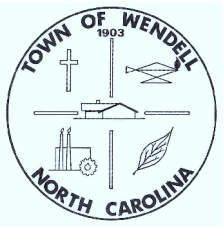
via competitively bid contracts (North Carolina State-Term Contract, North Carolina Sherriff's Association Contract, Sourcewell, etc.).

Proceeds from the sale of vehicles to Enterprise would be used to fund lease payments of replacement vehicles through the lease agreement. If the Town maintains the lease agreement long-term, all passenger vehicles will be leased through Enterprise and will be replaced solely through the lease program; sale or auction for surplus vehicles will not be necessary.

The Town would still reserve the ability to utilize the GovDeals for public auction of surplus vehicles as needed as authorized by General Statutes.

ATTACHMENTS:

R-3-2024 - Resolution Authorizing Private Sale of Vehicles - February 2024.docx

TOWN OF WENDELL  **NORTH CAROLINA**

RESOLUTION AUTHORIZING SALE OF SURPLUS PERSONAL PROPERTY BY PRIVATE SALE
R-3-2024

WHEREAS, North Carolina General Statute 160A-266 (c) allows for the Wendell Town Board of Commissioners to sell personal property valued at less than $30,000 for any one item or group of similar items without further Board action and without published notice and;

WHEREAS, the personal property owned by the Town of Wendell is no longer necessary for the conduct of public business and declared surplus consistent with the award and subsequent Agreement with Enterprise for the Vehicle Leasing Program;

WHEREAS, Town-owned vehicles will be sold to Enterprise consistent with the approved vehicle leasing program,

NOW THEREFORE BE IT RESOLVED, by the Wendell Town Board of Commissioners that the Town Manager or designee is authorized to declare vehicles surplus for the purposes of private sale consistent with General Statute 160A-266(c) and the Vehicle Leasing Program awarded to Enterprise.

Duly resolved this 12th day of February, 2024, while in regular session.

_____
Virginia R. Gray, Mayor

ATTEST:

_____
Mary Beth Tew, Town Clerk

AGENDA ITEM NO. 3.b

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

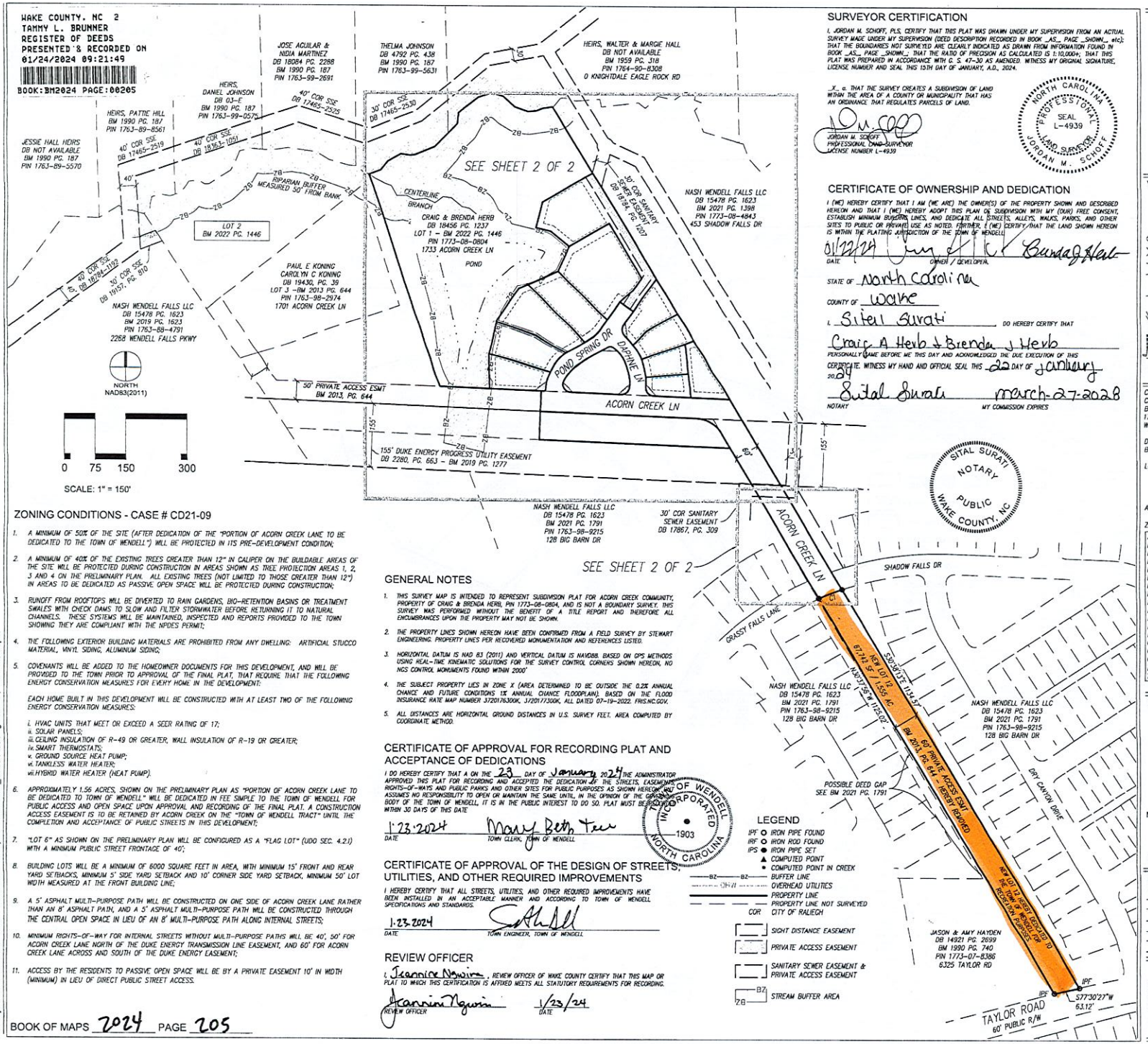
DATE:	February 12, 2024
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Project
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Resolution to Accept 1.55 acres of land from the Acorn Creek Community
SPECIFIC ACTION REQUESTED:	Consider a Motion to approve the property acceptance of 1.55 acres from the Acorn Creek Community
ITEM SUMMARY:	The Acorn Creek Community was approved by the Town Board on August 22, 2022 with zoning conditions. The 12-lot community is located off of Grassy Falls Lane & Shadow Falls Drive next to the Wendell Falls Community near Taylor Road. Zoning Condition #6 states that approximately 1.55 acres, shown on the preliminary plan as "Portion of Acorn Creek Lane to be dedicated to Town of Wendell" will be dedicated in fee simple to the Town of Wendell for public access and open space upon approval and recording of the final plat. A construction access easement is to be retained by Acorn Creek on the "Town of Wendell Tract" until the completion and acceptance of public streets in this development. The final plat for the community was recorded on January 24, 2024. The 1.55 acre parcel connects Shadow Falls Drive and Grassy Falls Lane with Taylor Road, it was previously used for a driveway. The parcel is 60ft wide and will be used for a future multi-use path. Staff does not have a timeline for the construction of the multi-use path at this time.

ATTACHMENTS:

Acorn Creek Recorded Plat.pdf
Acorn Creek Community_BM2024-Pgs 205-206.pdf
Affidavit of Approval of Zoning Conditions for Acorn Creek - Signed.pdf
R-4-2024 - Resolution Accepting approximately 1.55 Acres of Property from the Acorn Creek

Community.doc

WAKE COUNTY, NC 2
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/24/2024 09:21:49
BOOK:BM2024 PAGE:00205



ZONING CONDITIONS - CASE # CD21-09

1. A MINIMUM OF 50% OF THE SITE (AFTER DEDICATION OF THE "PORTION OF ACORN CREEK LANE TO BE DEDICATED TO THE TOWN OF WENDELL") WILL BE PROTECTED IN ITS PRE-DEVELOPMENT CONDITION;
2. A MINIMUM OF 40% OF THE EXISTING TREES GREATER THAN 12" IN CALIPER ON THE BUILDABLE AREAS OF THE SITE WILL BE PROTECTED DURING CONSTRUCTION IN AREAS SHOWN AS TREE PROTECTION AREAS 1, 2, 3 AND 4 ON THE PRELIMINARY PLAN. ALL EXISTING TREES (NOT LIMITED TO THOSE GREATER THAN 12") IN AREAS TO BE DEDICATED AS PASSIVE OPEN SPACE WILL BE PROTECTED DURING CONSTRUCTION;
3. RUNOFF FROM ROOFTOPS WILL BE DIVERTED TO RAIN GARDENS, BIO-RETENTION BASINS OR TREATMENT SWALES WITH CHECK DAMS TO SLOW AND FILTER STORMWATER BEFORE RETURNING IT TO NATURAL CHANNELS. THESE SYSTEMS WILL BE MAINTAINED, INSPECTED AND REPORTS PROVIDED TO THE TOWN SHOWING THEY ARE COMPLIANT WITH THE NPDES PERMIT;
4. THE FOLLOWING EXTERIOR BUILDING MATERIALS ARE PROHIBITED FROM ANY DWELLING: ARTIFICIAL STUCCO MATERIAL, VINYL SIDING, ALUMINUM SIDING;
5. COVENANTS WILL BE ADDED TO THE HOMEOWNER DOCUMENTS FOR THIS DEVELOPMENT, AND WILL BE PROVIDED TO THE TOWN PRIOR TO APPROVAL OF THE FINAL PLAT, THAT REQUIRE THAT THE FOLLOWING ENERGY CONSERVATION MEASURES FOR EVERY HOME IN THE DEVELOPMENT:

   EACH HOME BUILT IN THIS DEVELOPMENT WILL BE CONSTRUCTED WITH AT LEAST TWO OF THE FOLLOWING ENERGY CONSERVATION MEASURES:

   i. HVAC UNITS THAT MEET OR EXCEED A SEER RATING OF 17;
   ii. SOLAR PANELS;
   iii. CEILING INSULATION OF R-49 OR GREATER, WALL INSULATION OF R-19 OR GREATER;
   iv. SMART THERMOSTATS;
   v. GROUND SOURCE HEAT PUMP;
   vi. TANKLESS WATER HEATER;
   vii. HYBRID WATER HEATER (HEAT PUMP).
6. APPROXIMATELY 1.56 ACRES, SHOWN ON THE PRELIMINARY PLAN AS "PORTION OF ACORN CREEK LANE TO BE DEDICATED TO TOWN OF WENDELL" WILL BE DEDICATED IN FEE SIMPLE TO THE TOWN OF WENDELL FOR PUBLIC ACCESS AND OPEN SPACE UPON APPROVAL AND RECORDING OF THE FINAL PLAT. A CONSTRUCTION ACCESS EASEMENT IS TO BE RETAINED BY ACORN CREEK ON THE "TOWN OF WENDELL TRACT" UNTIL THE COMPLETION AND ACCEPTANCE OF PUBLIC STREETS IN THIS DEVELOPMENT;
7. "LOT 6" AS SHOWN ON THE PRELIMINARY PLAN WILL BE CONFIGURED AS A "FLAG LOT" (UDO SEC. 4.2.I) WITH A MINIMUM PUBLIC STREET FRONTAGE OF 40';
8. BUILDING LOTS WILL BE A MINIMUM OF 6000 SQUARE FEET IN AREA, WITH MINIMUM 15' FRONT AND REAR YARD SETBACKS, MINIMUM 5' SIDE YARD SETBACK AND 10' CORNER SIDE YARD SETBACK, MINIMUM 50' LOT WIDTH MEASURED AT THE FRONT BUILDING LINE;
9. A 5' ASPHALT MULTI-PURPOSE PATH WILL BE CONSTRUCTED ON ONE SIDE OF ACORN CREEK LANE RATHER THAN AN 8' ASPHALT PATH, AND A 5' ASPHALT MULTI-PURPOSE PATH WILL BE CONSTRUCTED THROUGH THE CENTRAL OPEN SPACE IN LIEU OF AN 8' MULTI-PURPOSE PATH ALONG INTERNAL STREETS;
10. MINIMUM RIGHTS-OF-WAY FOR INTERNAL STREETS WITHOUT MULTI-PURPOSE PATHS WILL BE 40', 50' FOR ACORN CREEK LANE NORTH OF THE DUKE ENERGY TRANSMISSION LINE EASEMENT, AND 60' FOR ACORN CREEK LANE ACROSS AND SOUTH OF THE DUKE ENERGY EASEMENT;
11. ACCESS BY THE RESIDENTS TO PASSIVE OPEN SPACE WILL BE BY A PRIVATE EASEMENT 10' IN WIDTH (MINIMUM) IN LIEU OF DIRECT PUBLIC STREET ACCESS.

GENERAL NOTES

1. THIS SURVEY MAP IS INTENDED TO REPRESENT SUBDIVISION PLAT FOR ACORN CREEK COMMUNITY, PROPERTY OF CRAIG & BRENDA HERB, PIN 1773-08-0804, AND IS NOT A BOUNDARY SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE ALL ENCUMBRANCES UPON THE PROPERTY MAY NOT BE SHOWN.
2. THE PROPERTY LINES SHOWN HEREON HAVE BEEN CONFIRMED FROM A FIELD SURVEY BY STEWART ENGINEERING. PROPERTY LINES PER RECOVERED MONUMENTATION AND REFERENCES LISTED.
3. HORIZONTAL DATUM IS NAD 83 (2011) AND VERTICAL DATUM IS NAVD88. BASED ON GPS METHODS USING REAL-TIME KINEMATIC SOLUTIONS FOR THE SURVEY CONTROL CORNERS SHOWN HEREON, NO NGS CONTROL MONUMENTS FOUND WITHIN 2000'
4. THE SUBJECT PROPERTY LIES IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN). BASED ON THE FLOOD INSURANCE RATE MAP NUMBER 3720176300K, 3720177300K, ALL DATED 07-19-2022. FRIS.NC.GOV.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. AREA COMPUTED BY COORDINATE METHOD.

CERTIFICATE OF APPROVAL FOR RECORDING PLAT AND ACCEPTANCE OF DEDICATIONS

I DO HEREBY CERTIFY THAT A ON THE 23 DAY OF January, 2024 THE ADMINISTRATOR APPROVED THIS PLAT FOR RECORDING AND ACCEPTED THE DEDICATION OF THE STREETS, EASEMENTS, RIGHTS-OF-WAYS AND PUBLIC PARKS AND OTHER SITES FOR PUBLIC PURPOSES AS SHOWN HEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL, IN THE OPINION OF THE GOVERNING BODY OF THE TOWN OF WENDELL, IT IS IN THE PUBLIC INTEREST TO DO SO. PLAT MUST BE RECORDED WITHIN 30 DAYS OF THIS DATE

1.23.2024 DATE — Mary Beth Tew TOWN CLERK, TOWN OF WENDELL

TOWN OF WENDELL INCORPORATED 1903 NORTH CAROLINA

CERTIFICATE OF APPROVAL OF THE DESIGN OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN OF WENDELL SPECIFICATIONS AND STANDARDS.

1.23.2024 DATE — TOWN ENGINEER, TOWN OF WENDELL

REVIEW OFFICER

I, Jeannice Nguira, REVIEW OFFICER OF WAKE COUNTY CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Jeannice Nguira REVIEW OFFICER — 1/23/24 DATE

BOOK OF MAPS 2024 PAGE 205

LEGEND

- IPF ○ IRON PIPE FOUND
- IRF ○ IRON ROD FOUND
- IPS ● IRON PIPE SET
- ▲ COMPUTED POINT
- • COMPUTED POINT IN CREEK
- BZ BUFFER LINE
- OHU OVERHEAD UTILITIES
- PROPERTY LINE
- PROPERTY LINE NOT SURVEYED
- COR CITY OF RALEIGH
- SIGHT DISTANCE EASEMENT
- PRIVATE ACCESS EASEMENT
- SANITARY SEWER EASEMENT & PRIVATE ACCESS EASEMENT
- BZ / 28 STREAM BUFFER AREA

SURVEYOR CERTIFICATION

I, JORDAN M. SCHOFF, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _AS_ PAGE _SHOWN_, etc); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _AS_ PAGE _SHOWN_; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 15TH DAY OF JANUARY, A.D., 2024.

_X_ a. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

JORDAN M. SCHOFF PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4939

NORTH CAROLINA PROFESSIONAL SEAL L-4939 LAND SURVEYOR JORDAN M. SCHOFF

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THAT THE LAND SHOWN HEREON IS WITHIN THE PLATING JURISDICTION OF THE TOWN OF WENDELL

01/22/24 DATE — OWNER / DEVELOPER

STATE OF North Carolina

COUNTY OF Wake

I, Sital Surati DO HEREBY CERTIFY THAT Craig A Herb & Brenda J Herb PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THIS CERTIFICATE. WITNESS MY HAND AND OFFICIAL SEAL THIS 22 DAY OF January, 2024

Sital Surati NOTARY — March-27-2028 MY COMMISSION EXPIRES

SITAL SURATI NOTARY PUBLIC WAKE COUNTY, NC

AREA SUMMARY	SQ FT	ACRE
LOT 1	8543	0.196
LOT 2	6088	0.140
LOT 3	6296	0.145
LOT 4	8501	0.195
LOT 5	9853	0.226
LOT 6	28828	0.662
LOT 7	26772	0.614
LOT 8	14402	0.331
LOT 9	16076	0.369
LOT 10	12462	0.286
LOT 11	10298	0.236
LOT 12	67742	1.555
COS #1	221671	5.089
COS #2	14324	0.329
COS #3	30497	0.700
R/W	72312	1.660
TOTAL	554665	12.733

Ordinance Number O-22-2022, Annexation Number A-22-06

STEWART

5410 OLD POOLE RD
RALEIGH, NC 27610
T 919.380.8750

FIRM LICENSE #: C-1051
www.stewartinc.com
PROJECT #: C21040

Vicinity Map:



CURRENT OWNER:
CRAIG & HERB
BRENDA J HERB
1733 ACORN CREEK LN
WENDELL NC 27591-5852

DEED BOOK 18456, PG. 1403
BOOK OF MAPS 2022, PAGES 1446

SETBACKS
FRONT=15'
SIDE=5'
CORNER SIDE=10'
REAR=15'

LOT SUMMARY
11 SINGLE FAMILY LOTS
3 OPEN SPACE LOTS
1 RECREATION LOT

AVERAGE LOT SIZE = 13,465 SF / 0.309 AC

ZONING = RR-CD (TOWN OF WENDELL)

Title:

SUBDIVISION PLAT FOR: ACORN CREEK COMMUNITY

MARK'S CREEK TOWNSHIP, TOWN OF WENDELL
WAKE COUNTY, NORTH CAROLINA
DATE: 10-05-2023 SCALE: 1" = 150'
PREPARED FOR: PERRY STREET STUDIO, LLC

Revisions:

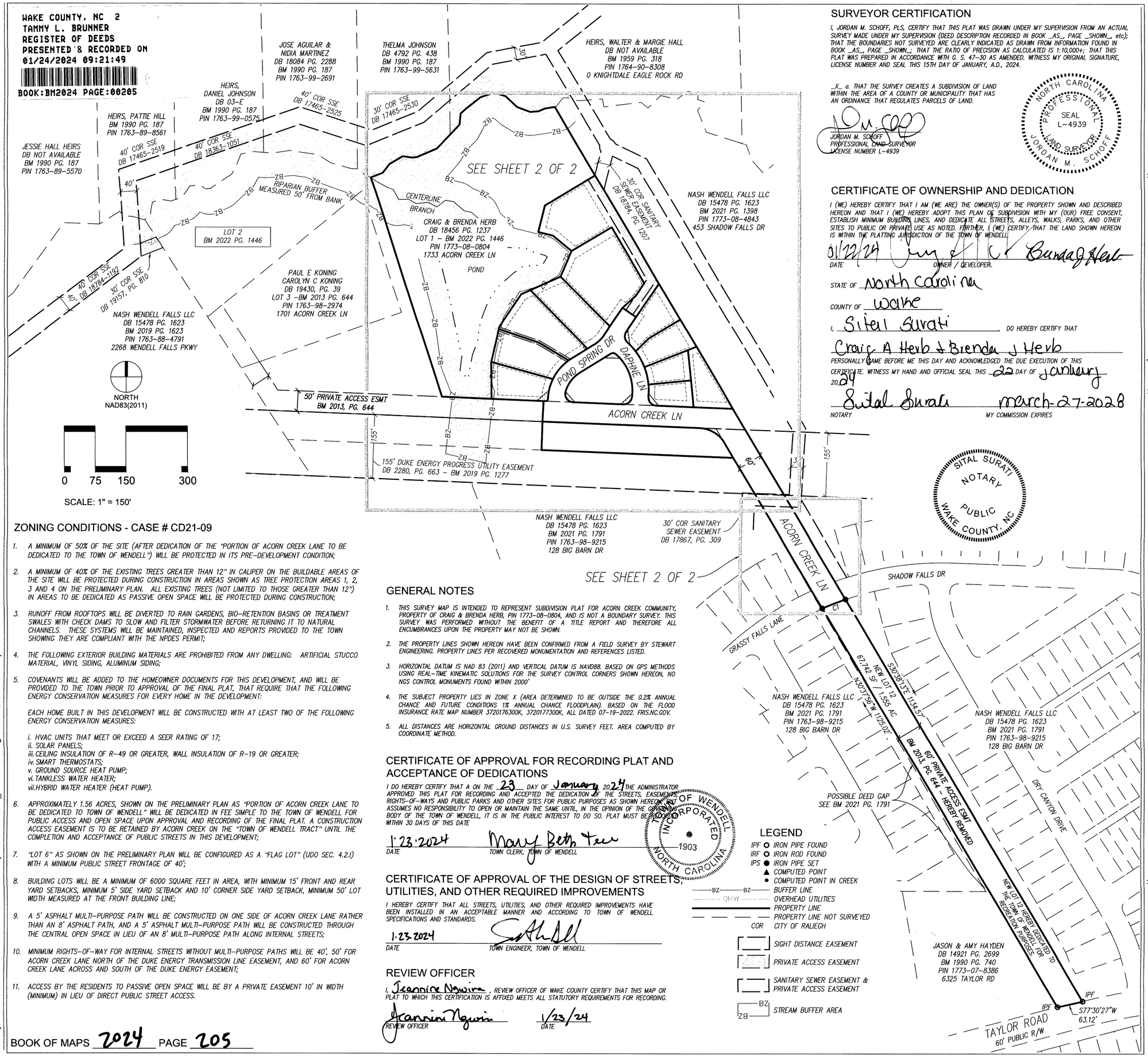
No.	Date	Description
01	10-06-2023	COMMENTS
02	11-03-2023	1ST REVIEW COMMENTS
03	11-27-2023	2ND REVIEW COMMENTS
04	01-15-2024	LOT 6 & 7 AREA

Project number: C21040 Sheet:
Date: 10-05-2023
Drawn by: WJT
Checked by: JMS

1 of 2

G:\Projects\2021\C21040 - Acorn Creek Community\DWG\C21040_Subd Plat.dwg Jan 15, 2024 - 3:20pm

WAKE COUNTY, NC 2
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/24/2024 09:21:49
BOOK:BM2024 PAGE:00205



ZONING CONDITIONS - CASE # CD21-09

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1.23.2024 — Mary Beth Tew
DATE — TOWN CLERK, TOWN OF WENDELL

TOWN OF WENDELL INCORPORATED 1903 NORTH CAROLINA

CERTIFICATE OF APPROVAL OF THE DESIGN OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN OF WENDELL SPECIFICATIONS AND STANDARDS.

1.23.2024 — [signature]
DATE — TOWN ENGINEER, TOWN OF WENDELL

REVIEW OFFICER

I, Jeannine Nguvira, REVIEW OFFICER OF WAKE COUNTY CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

[signature] — 1/23/24
REVIEW OFFICER — DATE

BOOK OF MAPS 2024 PAGE 205

LEGEND

- IPF ○ IRON PIPE FOUND
- IRF ○ IRON ROD FOUND
- IPS ● IRON PIPE SET
- ▲ COMPUTED POINT
- • COMPUTED POINT IN CREEK
- BZ BUFFER LINE
- OHV OVERHEAD UTILITIES
- PROPERTY LINE
- PROPERTY LINE NOT SURVEYED
- COR CITY OF RALIEGH
- SIGHT DISTANCE EASEMENT
- PRIVATE ACCESS EASEMENT
- SANITARY SEWER EASEMENT & PRIVATE ACCESS EASEMENT
- BZ / ZB STREAM BUFFER AREA

SURVEYOR CERTIFICATION

I, JORDAN M. SCHOFF, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _AS_, PAGE _SHOWN_, etc); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _AS_, PAGE _SHOWN_; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 15TH DAY OF JANUARY, A.D., 2024.

_X_ a. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

JORDAN M. SCHOFF
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4939

NORTH CAROLINA PROFESSIONAL SEAL L-4939 LAND SURVEYOR JORDAN M. SCHOFF

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THAT THE LAND SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF THE TOWN OF WENDELL

01/22/24 — [signature] Brenda J Herb
DATE — OWNER / DEVELOPER

STATE OF North Carolina

COUNTY OF Wake

I, Sital Surati, DO HEREBY CERTIFY THAT

Craig A Herb & Brenda J Herb

PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THIS CERTIFICATE. WITNESS MY HAND AND OFFICIAL SEAL THIS 22 DAY OF January 2024

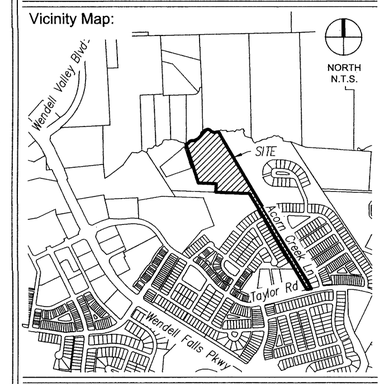
Sital Surati — march-27-2028
NOTARY — MY COMMISSION EXPIRES

SITAL SURATI NOTARY PUBLIC WAKE COUNTY, NC

STEWART
5410 OLD POOLE RD
RALEIGH, NC 27610
T 919.380.8750

FIRM LICENSE #: C-1051
www.stewartinc.com
PROJECT #: C21040

Vicinity Map:



CURRENT OWNER:
CRAIG A HERB
BRENDA J HERB
1733 ACORN CREEK LN
WENDELL NC 27591-6852

DEED BOOK 18456, PG. 1403
BOOK OF MAPS 2022, PAGES 1446

SETBACKS
FRONT=15'
SIDE=5'
CORNER SIDE=10'
REAR=15'

LOT SUMMARY
11 SINGLE FAMILY LOTS
3 OPEN SPACE LOTS
1 RECREATION LOT

AVERAGE LOT SIZE = 13,465 SF / 0.309 AC

ZONING = RR-CD (TOWN OF WENDELL)

AREA SUMMARY	SQ FT	ACRE
LOT 1	8543	0.196
LOT 2	6088	0.140
LOT 3	6296	0.145
LOT 4	8501	0.195
LOT 5	9853	0.226
LOT 6	28828	0.662
LOT 7	26772	0.614
LOT 8	14402	0.331
LOT 9	16076	0.369
LOT 10	12462	0.286
LOT 11	10298	0.236
LOT 12	67742	1.555
COS #1	221671	5.089
COS #2	14324	0.329
COS #3	30497	0.700
R/W	72312	1.660
TOTAL	554665	12.733

Ordinance Number O-22-2022, Annexation Number A-22-06

Title:

SUBDIVISION PLAT FOR: ACORN CREEK COMMUNITY

MARK'S CREEK TOWNSHIP, TOWN OF WENDELL
WAKE COUNTY, NORTH CAROLINA
DATE: 10-05-2023 SCALE: 1" = 150'
PREPARED FOR: PERRY STREET STUDIO, LLC

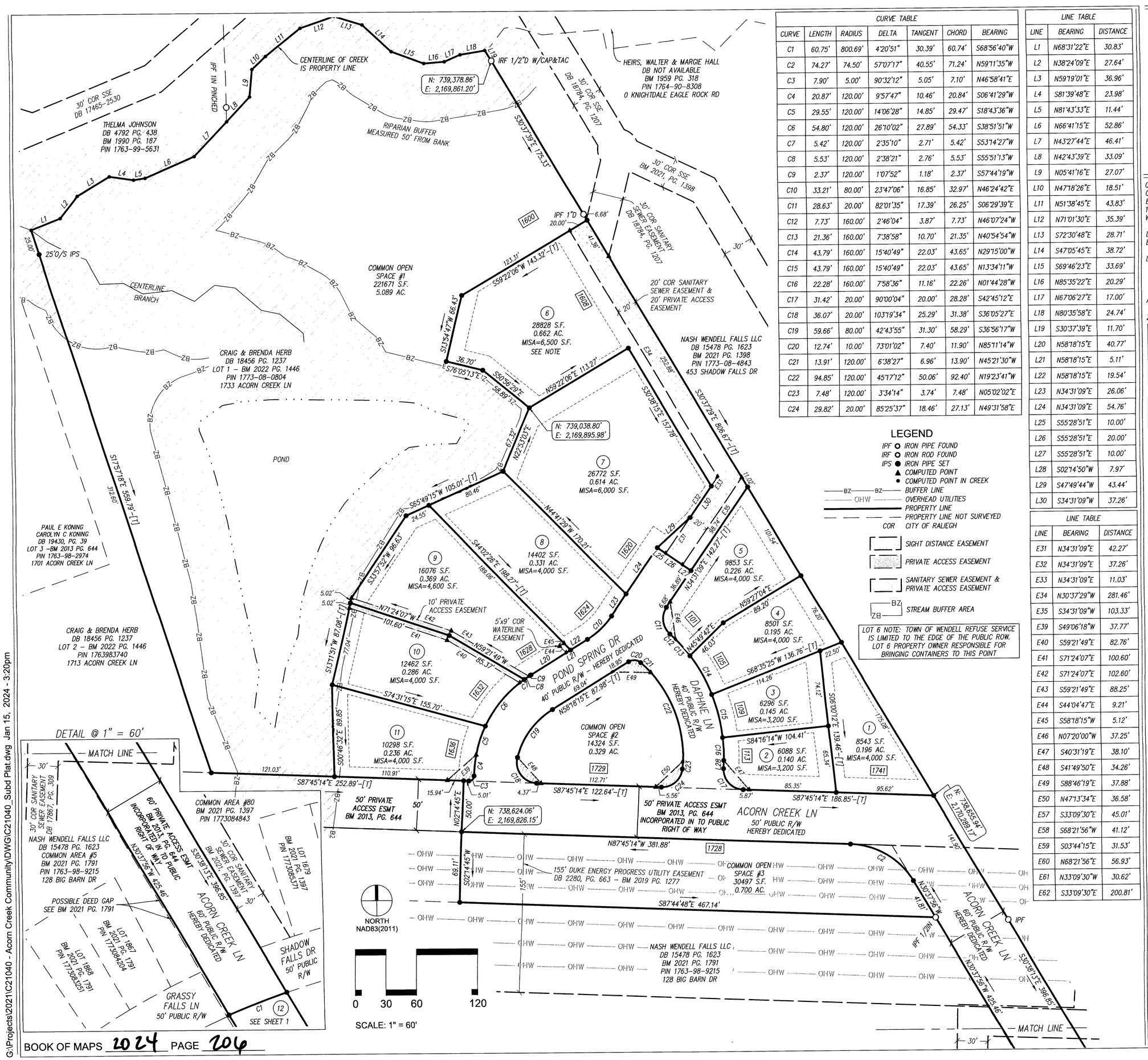
Revisions:

No.	Date	Description
01	10-06-2023	COMMENTS
02	11-03-2023	1ST REVIEW COMMENTS
03	11-27-2023	2ND REVIEW COMMENTS
04	01-15-2024	LOT 6 & 7 AREA

Project number: C21040 Sheet:
Date: 10-05-2023
Drawn by: WJT
Checked by: JMS

1 of 2

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CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	60.75'	800.69'	4°20'51"	30.39'	60.74'	S68°56'40"W
C2	74.27'	74.50'	57°07'17"	40.55'	71.24'	N59°11'35"W
C3	7.90'	5.00'	90°32'12"	5.05'	7.10'	N46°58'41"E
C4	20.87'	120.00'	9°57'47"	10.46'	20.84'	S06°41'29"W
C5	29.55'	120.00'	14°06'28"	14.85'	29.47'	S18°43'36"W
C6	54.80'	120.00'	26°10'02"	27.89'	54.33'	S38°51'51"W
C7	5.42'	120.00'	2°35'10"	2.71'	5.42'	S53°14'27"W
C8	5.53'	120.00'	2°38'21"	2.76'	5.53'	S55°51'13"W
C9	2.37'	120.00'	1°07'52"	1.18'	2.37'	S57°44'19"W
C10	33.21'	80.00'	23°47'06"	16.85'	32.97'	N46°24'42"E
C11	28.63'	20.00'	82°01'35"	17.39'	26.25'	S06°29'39"E
C12	7.73'	160.00'	2°46'04"	3.87'	7.73'	N46°07'24"W
C13	21.36'	160.00'	7°38'58"	10.70'	21.35'	N40°54'54"W
C14	43.79'	160.00'	15°40'49"	22.03'	43.65'	N29°15'00"W
C15	43.79'	160.00'	15°40'49"	22.03'	43.65'	N13°34'11"W
C16	22.28'	160.00'	7°58'36"	11.16'	22.26'	N01°44'28"W
C17	31.42'	20.00'	90°00'04"	20.00'	28.28'	S42°45'12"E
C18	36.07'	20.00'	103°19'34"	25.29'	31.38'	S36°05'27"E
C19	59.66'	80.00'	42°43'55"	31.30'	58.29'	S36°56'17"W
C20	12.74'	10.00'	73°01'02"	7.40'	11.90'	N85°11'14"W
C21	13.91'	120.00'	6°38'27"	6.96'	13.90'	N45°21'30"W
C22	94.85'	120.00'	45°17'12"	50.06'	92.40'	N19°23'41"W
C23	7.48'	120.00'	3°34'14"	3.74'	7.48'	N05°02'02"E
C24	29.82'	20.00'	85°25'37"	18.46'	27.13'	N49°31'58"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°31'22"E	30.83'
L2	N38°24'09"E	27.64'
L3	N59°19'01"E	36.96'
L4	S81°39'48"E	23.98'
L5	N81°43'33"E	11.44'
L6	N66°41'15"E	52.86'
L7	N43°27'44"E	46.41'
L8	N42°43'39"E	33.09'
L9	N05°41'16"E	27.07'
L10	N47°18'26"E	18.51'
L11	N51°38'45"E	43.83'
L12	N71°01'30"E	35.39'
L13	S72°30'48"E	28.71'
L14	S47°05'45"E	38.72'
L15	S69°46'23"E	33.69'
L16	N85°35'22"E	20.29'
L17	N67°06'27"E	17.00'
L18	N80°35'58"E	24.74'
L19	S30°37'39"E	11.70'
L20	N58°18'15"E	40.77'
L21	N58°18'15"E	5.11'
L22	N58°18'15"E	19.54'
L23	N34°31'09"E	26.06'
L24	N34°31'09"E	54.76'
L25	S55°28'51"E	10.00'
L26	S55°28'51"E	20.00'
L27	S55°28'51"E	10.00'
L28	S02°14'50"W	7.97'
L29	S47°49'44"W	43.44'
L30	S34°31'09"W	37.26'

LINE TABLE		
LINE	BEARING	DISTANCE
E31	N34°31'09"E	42.27'
E32	N34°31'09"E	37.26'
E33	N34°31'09"E	11.03'
E34	N30°37'29"W	281.46'
E35	S34°31'09"W	103.33'
E39	S49°06'18"W	37.77'
E40	S59°21'49"E	82.76'
E41	S71°24'07"E	100.60'
E42	S71°24'07"E	102.60'
E43	S59°21'49"E	88.25'
E44	S44°04'47"E	9.21'
E45	S58°18'15"W	5.12'
E46	N07°20'00"W	37.25'
E47	S40°31'19"E	38.10'
E48	S41°49'50"E	34.26'
E49	S88°46'19"E	37.88'
E50	N47°13'34"E	36.58'
E57	S33°09'30"E	45.01'
E58	S68°21'56"W	41.12'
E59	S03°44'15"E	31.53'
E60	N68°21'56"E	56.93'
E61	N33°09'30"W	30.62'
E62	S33°09'30"E	200.81'

LEGEND

- IPF ○ IRON PIPE FOUND
- IRF ○ IRON ROD FOUND
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- SIGHT DISTANCE EASEMENT
- PRIVATE ACCESS EASEMENT
- SANITARY SEWER EASEMENT & PRIVATE ACCESS EASEMENT
- BZ / ZB STREAM BUFFER AREA

LOT 6 NOTE: TOWN OF WENDELL REFUSE SERVICE IS LIMITED TO THE EDGE OF THE PUBLIC ROW. LOT 6 PROPERTY OWNER RESPONSIBLE FOR BRINGING CONTAINERS TO THIS POINT

STEWART
5410 OLD POOLE RD
RALEIGH, NC 27610
T 919.380.8750
FIRM LICENSE #: C-1051
www.stewartinc.com
PROJECT #: C21040

CURRENT OWNER:
CRAIG A HERB
BRENDA J HERB
1733 ACORN CREEK LN
WENDELL NC 27591-6852

DEED BOOK 18456, PG. 1403
BOOK OF MAPS 2022, PAGES 1446

SETBACKS
FRONT=15'
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LOT SUMMARY
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TOTAL	554665	12.733

NORTH CAROLINA PROFESSIONAL SEAL L-4939 LAND SURVEYOR JORDAN M. SCHOFF 01/15/2024

WAKE COUNTY, NC 3
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/24/2024 09:21:49
BOOK:BM2024 PAGE:00206

Ordinance Number O-22-2022, Annexation Number A-22-06

Title:

SUBDIVISION PLAT FOR: ACORN CREEK COMMUNITY

MARK'S CREEK TOWNSHIP, TOWN OF WENDELL
WAKE COUNTY, NORTH CAROLINA
DATE: 10-05-2023 SCALE: 1" = 60'
PREPARED FOR: PERRY STREET STUDIO, LLC

Revisions:

No.	Date	Description
01	10-06-2023	COMMENTS
02	11-03-2023	1ST REVIEW COMMENTS
03	11-27-2023	2ND REVIEW COMMENTS
04	01-15-2024	LOT 6 & 7 AREA

Project number: C21040 Sheet:
Date: 10-05-2023
Drawn by: WJT
Checked by: JMS

2 of 2

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15 E. Fourth Street Wendell, NC 27591
Telephone: (919) 365-4448 Fax: (919) 366-1462 www.townofwendell.com

STATE OF NORTH CAROLINA
WAKE COUNTY

I, Brenda Jean Herb, being first duly sworn, hereby depose and say:

A. I am over eighteen years of age and competent to make this Affidavit. All statements made herein are based upon my personal knowledge.

B. I ("the Applicant") am the owner of certain real property located at:

1733 and 1725 Acorn Creek Lane, PINs: 1773080804, 1763986891

C. On or about July 9, 2021, the Applicant submitted to the Town of Wendell an Application for a Conditional District on the Property ("the Application").

D. The Applicant has acknowledged and agreed to the following conditions of approval adopted by the Wendell Town Board of Commissioners on August 22, 2022 for said CONDITIONAL DISTRICT:

1. A minimum of 50% of the site (after dedication of the "Portion of Acorn Creek Lane to be dedicated to the Town of Wendell") will be protected in its pre-development condition;
2. A minimum of 40% of the existing trees greater than 12" in caliper on the buildable areas of the site will be protected during construction in areas shown as Tree Protection Areas 1, 2, 3 and 4 on the preliminary plan. All existing trees (not limited to those greater than 12") in areas to be dedicated as passive open space will be protected during construction;
3. Runoff from rooftops will be diverted to rain gardens, bio-retention basins or treatment swales with check dams to slow and filter stormwater before returning it to natural channels. These systems will be maintained, inspected and reports provided to the town showing they are compliant with the NPDES permit;
4. The following exterior building materials are prohibited from any dwelling: artificial stucco material, vinyl siding, aluminum siding;
5. Covenants will be added to the homeowner documents for this development, and will be proved to the Town prior to approval of the final plat, that require that the following energy conservation measures for every home in the development:

   Each home built in this development will be constructed with at least two of the following energy conservation measures:

   i. HVAC units that meet or exceed a SEER rating of 17'
   ii. Solar panels;
   iii. Ceiling insulation of R-49 or greater, wall insulation of R-19 or greater;

iv. Smart thermostats;

v. Ground source heat pump;

vi. Tankless water heater;

vii. Hybrid water heater (heat pump).

6. Approximately 1.56 acres, shown on the preliminary plan as "Portion of Acorn Creek Lane to be dedicated to Town of Wendell" will be dedicated in fee simple to the Town of Wendell for public access and open space upon approval and recording of the final plat. A construction access easement is to be retained by Acorn Creek on the "Town of Wendell Tract" until the completion and acceptance of public streets in this development;
7. "Lot 6" as shown on the preliminary plan will be configured as a "flag lot" (UDO Sec. 4.2.I) with a minimum public street frontage of 40';
8. Building lots will be a minimum of 6000 square feet in area, with minimum 15' front and rear setbacks, minimum 5' side yard setback and 10' corner side yard setback, minimum 50' lot width measured at the front building line.
9. A 5' asphalt multi-purpose path will be constructed on one side of Acorn Creek Lane rather than an 8' asphalt path, and a 5' asphalt multi-purpose path will be constructed through the central open space in lieu of an 8' multi-purpose path along internal streets;
10. Minimum rights-of-way for internal streets without multi-purpose paths will be 40', 50' for Acorn Creek Lane north of the Duke Energy transmission line easement, and 60' for Acorn Creek Lane across and south of the Duke Energy easement;
11. Access by the residents to passive open space will be by a private easement 10' in width (minimum) in lieu of direct public street access.

Further the Affiant sayeth not.

This the 24 day of August, 2022.

Signature: Craig Arthur Herb
Brenda Jean Herb

Sworn and subscribed before me this the 24 day of August, 2022

Notary Public

My commission expires: 16 November 2024

[Notarial Seal]

JASON GARDNER NOTARY PUBLIC WAKE COUNTY, NC

TOWN OF WENDELL NORTH CAROLINA

RESOLUTION ACCEPTING 1.555 ACRES OF PROPERTY IN THE ACORN CREEK COMMUNITY

RESOLUTION NO.: R-4-2024

WHEREAS, the Wendell Board of Commissioners is authorized to acquire property for public purposes pursuant to North Carolina law; and,

WHEREAS, a portion of the recorded final plat of the Acorn Creek Community includes New Lot 12 consisting of approximately 1.555 acres dedicated to the Town of Wendell for Recreation Purposes; and

WHEREAS, the Board of Commissioners of the Town of Wendell has determined that said dedication of property should be accepted by the Town of Wendell.

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

Section 1. The Town of Wendell does hereby agree to accept approximately 1.555 acres of property known as New Lot 12 in the Acorn Creek Community, all pursuant to Statutes in force and effect in the State of North Carolina.

Duly resolved this 12th day of February, 2024, while in regular session.

_____
Virginia R. Gray
Mayor

ATTEST:

_____
Mary Beth Tew
Town Clerk

AGENDA ITEM NO. 3.c

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Project
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Resolution to Accept 13.44 acres of land from the Magnolia Townes Community
SPECIFIC ACTION REQUESTED:	Consider a Motion to approve the property acceptance of 13.44 acres from the Magnolia Townes Community
ITEM SUMMARY:	The Magnolia Townes Community was approved by the Town Board on March 14, 2022 with zoning conditions. The 121-lot community is located off of Lake Glad Road along Haywood Street parallel to the planned South Main Street Greenway. Magnolia Townes has a Developer's Agreement with the Town of Wendell that was signed on September 12, 2022. Zoning Condition #5 states the developer shall dedicate approximately 8 acres to the Town for a future Town Park, in lieu of meeting otherwise applicable passive and active open space requirements (as shown in the conditional district master plan and further described in a development agreement to be approved by the Town Board.) Zoning Condition #6 states the developer shall dedicate approximately 5 acres of land on the southern portion of the site to the Town of Wendell to be used by Public Works (as shown in the conditional district master plan and further described in a development agreement to be approved by the Town Board.) The final phase one plat for the community was recorded on September 21, 2023. The 13.44 acres are two separate parcels. The roughly 5 acres (Lot 1 on the plat) for Public Works is located on the southern portion of the property across the street from the current Public Works facility. The roughly 8 acres (Lot 2 on the plat) for the Town Park are

located near the intersection of South Main Street & Fowlkes Street.

The land for Public Works will contain a new Public Works facility that is currently in design. The Town Park is anticipated to start design work in FY 25.

ATTACHMENTS:

Magnolia Townes Development Agreement
Magnolia Townes Recorded Plat- Phase 1
Signed Affidavit of Approval of Zoning Conditions for Magnolia Townes.pdf
Special Warranty Deed - Town of Wendell (00513368xDAAF3) V2 signed.pdf
R-5-2024 - Resolution Accepting approximately 13.44 Acres of Land from the Magnolia Townes Community.doc

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made this 12TH day of SEPTEMBER, 2022, by and between the **TOWN OF WENDELL**, a municipal corporation existing under the laws of the State of North Carolina (the "Town"), and **TAYLOR MORRISON OF CAROLINAS, INC.**, a North Carolina corporation ("Developer").

WITNESSETH:

WHEREAS, Developer currently owns that land comprising approximately 42.38 acres within the jurisdiction of the Town, all as more particularly described on the attached Exhibit A (collectively, the "Property");

WHEREAS, Developer plans to develop up to 121 townhomes on the Property, together with supporting public and private infrastructure, including, without limitation, streets, sidewalks, water and sewer lines, storm drainage improvements, and other facilities, which development shall be known as "Magnolia Towns" and is described in that Application dated SEPTEMBER 9, 2021, and submitted to the Town by Developer for the Project (the "Application") (collectively, the "Project") [reference hereinafter to the "Project" shall be deemed to include reference to the "Property"];

WHEREAS, the Project will offer numerous benefits to the Town, including, without limitation, providing for orderly and planned urban growth, permitting the systematic extension of municipal improvements, expanding the Town's tax-base (which will enable the Town to finance the provision of municipal services to the Project), providing public and private amenities to the Town's citizens, and improving the general quality of life in the Town, and the Town supports the Project and desires Developer to proceed with the Project; and

WHEREAS, Developer agrees to dedicate 13.44 acres to the Town for use by the Public Works department and as a future Town Park, as well as to provide an approximately 500 ft long off-site extension of Harris Street from its current terminus to the eastern property boundary of the Property, as depicted in Exhibit B (Master Plan); and

WHEREAS, in exchange for the aforementioned land dedication and off-site roadway improvement, the Town agrees that the developer has satisfied otherwise applicable open space requirements and frontage road improvements (not to include any improvements required by the North Carolina Department of Transportation); and

WHEREAS, Town agrees to accept this Agreement as satisfying the Town's water and sanitary sewer allocation policy requirements, permitting the Developer to obtain water and sanitary sewer allocation for up to 121 Townhome units per this agreement; and

WHEREAS, the Town will complete design of the adjoining Main Street Greenway (as depicted in Exhibit B) in advance of construction to include a mutually agreeable construction cost estimate, the developer agrees to construct the proposed greenway concurrent with required infrastructure for the development, and the Town agrees to reimburse the Developer for the agreed construction cost; and

WHEREAS, Developer has requested or will request municipal services from the Town and the Town's permission to annex the Property to permit the orderly development of the Project, and, subject to compliance by Developer with all prerequisites to receipt of municipal services and approvals, the Town intends to provide such services and approve such annexations as the Project is developed;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the benefits that will accrue to both parties from the development of the Project within the corporate limits of the Town, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1
GENERAL

Section 1.1 Definitions. Whenever used in this Agreement, the following terms shall have the definitions indicated as set forth in this section.

(a) Developer" shall mean TAYLOR MORRISON OF CAROLINAS, INC., a North Carolina corporation, and its officers, employees, successors, assigns, and successors in title.

(b) "Infrastructure" shall mean all Public Infrastructure (as defined below) and/or Private Infrastructure (as defined below) necessary to serve the Property and installed in accordance with the Standard Specifications, including, without limitation, water mains, valves, fittings, fire hydrants, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force-mains, gravity sewer mains, manholes, laterals, roadways, bridges, traffic signals, streets, curbs, gutters, sidewalks, greenways, bikeways, transit facilities, park and recreation facilities, storm drainage facilities, and storm water retention facilities.

(c) "Laws" shall mean all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of the Property, including, without limitation, all laws governing permitted uses of the Property, density, design, and improvements.

(d) "Offsite Public Infrastructure" shall mean any Public Infrastructure that is not located on the Property.

(e) "Onsite Infrastructure" shall mean any Onsite Public Infrastructure and Onsite Private Infrastructure (as defined below).

(f) "Onsite Private Infrastructure" shall mean any Private Infrastructure (as defined below) that is located on the Property.

(g) "Onsite Public Infrastructure" shall mean any Public Infrastructure that is located on the Property.

(h) "Private Infrastructure" shall mean any Infrastructure not owned by or dedicated to a governmental or public entity or authority in connection with the Project.

(i) "Public Infrastructure" shall mean any Infrastructure owned by or dedicated to a governmental or public entity or authority in connection with the Project.

(j) "Standard Specifications" shall mean the standards and specifications applicable to the development of the Project and the Infrastructure and all development documents necessary for approval for the Project, including, without limitation, all standards and conditions set forth in any zoning approvals, special use permits, subdivision plats, site plans, subdivision plat(s), and construction drawings required by the State of North Carolina, Wake County, and/or the Town.

(k) "Town" shall mean the Town of Wendell, a municipal corporation existing under the laws of the State of North Carolina and its officers, employees, successors, assigns, and successors in title.

Section 1.2 Term. The term of this Agreement shall be for ten (10) years after the effective date of this Agreement (the "Term"), unless otherwise amended by the parties in accordance with the terms hereof.

ARTICLE 2
PROPERTY COMPRISING THE PROJECT

Section 2.1 Property. The parties acknowledge that Developer currently owns, is under contract or option to purchase, or plans to acquire the Property described on Exhibit A.

Section 2.2 Annexation. No later than thirty (30) days after the effective date of this Agreement, Developer shall submit to the Town a voluntary petition for annexation for the Property currently owned by Developer as described in the attached Exhibit A. The Town shall decide whether or not to annex the Property and any additional properties acquired by Developer based upon the sufficiency of the annexation petition, the terms of this Agreement, and such other information as may be produced at a public hearing on the petition. If the Town declines to annex any of the Property currently owned by Owner, this Agreement shall become null and void on the ninetieth (90^{th}) day following the Town's decision not to annex.

ARTICLE 3
DEVELOPMENT TIMING AND STANDARDS

Section 3.1 Development Schedule. Developer shall develop the Project substantially in accordance with the development schedule set forth in Exhibit C (the "Development Schedule").

Section 3.2 Permits and Approvals. Developer shall obtain (without limitation) the following permits, as applicable, to develop the Project; provided that this Agreement's failure to address a particular permit, condition, term, or restriction does not relieve Developer of the

necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions:

(a) Annexation into the Town's corporate limits;

(b) Rezoning;

(c) Special Use Permits;

(d) Subdivision Plat Approvals;

(e) Site Plan Approvals (including, without limitation, approvals for signs and other site-specific design elements);

(f) Right of way encroachments and driveway permits;

(g) Permits for water and sewer lines and extensions;

(h) Wetlands permits;

(i) Building permits; and

(j) Certificates of Occupancy.

Section 3.3 Town's Cooperation. Subject to compliance by Developer with the Town's applicable development review and approval requirements, the Town agrees to cooperate in good faith with Developer and Developer's employees, agents, contractors, and subcontractors in obtaining the permits and approvals specified in Section 3.2 and in developing the Project and Infrastructure under this Agreement. Nothing herein is intended to waive, remove or compromise the Town's development review or approval obligations.

Section 3.4 Development Standards.

(a) The effectiveness of this Agreement shall be contingent upon the approval of the Application submitted to the Town by Developer for the Project (the "Application"), and nothing in this Agreement shall abridge or terminate the rights or obligations of Developer or the Town as set forth in the approved Application, which shall be deemed ratified, adopted, and incorporated herein by reference upon approval as if fully set forth in this Agreement. If any inconsistency arises between this Agreement and the approved Application, this Agreement shall control. Unless waived by Developer in writing, the Town shall review and approve the Application no more than sixty (60) days after the effective date of this Agreement.

(b) Except as otherwise provided herein, the Project shall be constructed in accordance with the terms of the approved Application. The Laws applicable to the development of all phases of the Project shall be those in effect as of the effective date of this Agreement. Except as allowed by N.C. General Statute 160D-108, the Town shall not apply subsequently adopted ordinance(s) or development policies to the Project or

Property during the Term of this Agreement. If a state or federal law is changed after the effective date of this Agreement and the change prevents or precludes compliance with one or more provisions of this Agreement, the Town may modify the affected provision(s) of this Agreement only upon making a finding, after public notice and conducting a public hearing, that the change in state or federal law has a fundamental effect on this Agreement.

Section 3.5 Modification to Project. Upon a change in the size or scope of the Project, as described in the approved Application, that makes it impossible or materially impracticable for either party to continue to perform its obligations under this Agreement, the parties agree to negotiate in good faith to amend this Agreement to address the change in the size or scope of the Project.

ARTICLE 4
INFRASTRUCTURE

Section 4.1 Onsite Infrastructure. Developer shall design, construct and install all Onsite Infrastructure in accordance with the design criteria set forth in the Standard Specifications. The plans for the Onsite Infrastructure shall be prepared by a licensed engineer engaged by Developer. Developer shall obtain all required permits and approvals from all governmental agencies with jurisdiction over the Onsite Infrastructure prior to commencing construction of the Onsite Infrastructure.

(i) Onsite Public Infrastructure. Upon acceptance of Onsite Infrastructure by the Town or other applicable government authority, Developer shall dedicate and/or convey to the Town or its assigns ownership of the Onsite Public Infrastructure by recorded plat or deed and/or bill of sale (as applicable for personal property) in form and substance reasonably satisfactory to the Town, free and clear of all liens and encumbrances, except for matters of public records, together with perpetual easements on, over, under, and across the portions of the Property reasonably necessary or convenient for the maintenance and repair of the Onsite Public Infrastructure. Developer shall provide to the Town a complete set of as-built drawings showing all Onsite Public Infrastructure, as located by a North Carolina licensed surveyor and certified by Developer's engineer of record.

(ii) Onsite Private Infrastructure. Developer shall be responsible for the maintenance, repair, and replacement of all Onsite Private Infrastructure (if applicable), unless such obligations are otherwise assumed by the Town in writing. Developer shall provide to the Town a complete set of as-built drawings showing all Onsite Private Infrastructure, as located by a North Carolina licensed surveyor and certified by Developer's engineer of record.

Section 4.2 Public Infrastructure.

(i) Water and Sewer Improvements. The installation and extension of water and sanitary sewer lines to serve the entire Project, including the acquisition of rights of way for such lines, are projects that will benefit the Town and constitute public projects (individually, the "Water Improvements" and "Sewer Improvements"). Developer agrees to pay for the acquisition, design, engineering, construction, and inspections of the Water Improvements and Sewer Improvements. Developer shall obtain all applicable permits and approvals necessary to install the Water Improvements and Sewer Improvements, and the Town agrees to assist Developer in obtaining all permits and approvals from the applicable governmental authorities to install the improvements. All Water Improvements and Sewer Improvements constructed in accordance with the Standard Specifications shall be accepted and maintained by the Town or the City of Raleigh (as may be required by the Town's utility merger agreement with the City of Raleigh).

(ii) Road Improvements. The installation and extension of roads and roadway improvements to serve the entire Project, including the acquisition of rights of way for such improvements, are projects that will benefit the Town and constitute public projects (collectively, the "Town Road Improvements"). Developer agrees to pay for the acquisition, design, engineering, and construction of the Town Road Improvements (collectively, the "Road Costs") as outlined in Exhibit D (Plan and schedule for Improvements) and further described in Exhibit E (Appraisal and Road Improvement Cost Estimates). Developer shall obtain all applicable permits and approvals necessary to install the Town Road Improvements described in Exhibit D, and the Town agrees to assist Developer in obtaining all permits and approvals from the applicable governmental authorities to install the Town Road Improvements.

Furthermore, the Town agrees to release the developer from any Town Road Improvement requirements as they may otherwise apply to State Route 2358 (Lake Glad Road/W. Haywood Street) and to the unimproved S. Main Street right-of-way other than the Main Street Greenway as set forth herein. This waiver shall have no effect on any requirements imposed by NCDOT. All Town Road Improvements constructed in accordance with applicable Standard Specifications shall be accepted and maintained by the Town or the North Carolina Department of Transportation, as applicable. The Town Road Improvements are more specifically set forth in Exhibit D.

(iii) Rights of Way for Improvements. The Town hereby finds that the construction of all Onsite and Offsite Public Infrastructure constitutes a public purpose for which the Town is authorized to exercise eminent domain in accordance with applicable law. Developer shall be responsible for obtaining all rights of way and other property necessary to construct all Offsite Public Infrastructure necessary to serve the Project.

(iv) Greenway Improvements. The installation and extension of greenway improvements in the unimproved South Main Street Greenway (as depicted on Exhibit B). Construction will be consistent with the Town-approved design, public bidding requirements and a cost-reimbursement agreement which, without limitation, provides for periodic reimbursements of costs incurred within thirty (30) days after receipt of certified payment requests and associated invoices from Developer. The Town will reimburse the Developer for construction of the greenway consistent with the cost-reimbursement agreement.

Section 4.3 Timing. All Infrastructure improvements contemplated by this Agreement to be constructed by Developer shall be completed in a reasonable time and in a manner to avoid substantially delaying the Development Schedule attached hereto as Exhibit B. Any breach of this Agreement by the Town shall not affect Developer's authorization or obligation to develop the Project in accordance with the Development Schedule. In the event of such a default by the Town, the Project shall be deemed to be in compliance with the Town's adequate public facilities policies, except to the extent such policies require temporary measures to address issues of public health or safety.

Section 4.4 Water and Sewer Capacity.

(a) Allocation. For the term of this Agreement, the Town shall allocate water and sewer capacity necessary to serve the proposed 121 residential units (30,000 and 27,000 gpd respectively) included in the Magnolia Towns Townhome development. For avoidance of any doubt, such allocations shall be readily available to Developer when needed, even if Developer exceeds the development and construction timelines set forth on the Development Schedule.

ARTICLE 5
LAND DEDICATION

Section 5.1 Developer shall dedicate and/or convey to the Town ownership of 13 acres of land as further described below, by recorded plat or deed and/or bill of sale (as applicable for personal property) in form and substance reasonably satisfactory to the Town, free and clear of all liens and encumbrances, except for matters of public records, together with perpetual easements on, over, under, and across the portions of the Property reasonably necessary or convenient for the maintenance and repair of Onsite Public Infrastructure required to serve the development.

(a) Public Park Land. The developer shall convey approximately 8 acres of land to the Town for the use as a future public park facility with access to South Main Street, as generally depicted in Exhibit B (the "Public Park Land"). Minor modifications to the boundary which may result from new information revealed as construction drawings are prepared shall not invalidate this agreement, so long as the general shape, general location, general access point(s), and requisite acreage (8 acres) is maintained. This conveyance shall satisfy any otherwise applicable opens space dedication requirements. For avoidance of any doubt, the Public Park Land shall be

dedicated in its "as is, where is" physical condition; and Town shall be solely responsible for constructing any and all desired improvements upon said Public Park Land.

(b) Public Works Land. The developer shall convey approximately 5 acres of land with frontage on Lake Glad Road to the Town to be used by the Wendell Public Works Department, or as otherwise needed for any lawful governmental operation (the "Public Works Land"). The extent of this conveyance shall be as generally depicted in Exhibit B. Minor modifications to the boundary which may result from new information revealed as construction drawings are prepared shall not invalidate this agreement, so long as the general shape, general location, general access point(s), and requisite acreage (5 acres) is maintained. For avoidance of any doubt, the Public Works Land shall be dedicated in its "as is, where is" physical condition; and Town shall be solely responsible for constructing any and all desired improvements upon said Public Works Land.

ARTICLE 6
MISCELLANEOUS

Section 6.1 Default. The terms and conditions of this Agreement shall be enforceable by actions for specific performance or injunction in addition to any other remedies available at law or in equity, provided that the non-defaulting party provides due notice and an opportunity to cure to the defaulting party and the defaulting party fails to cure the breach within a reasonable time. Any failure or omission of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance. At least every twelve (12) months after the effective date of this Agreement, the Town shall review Developer's progress with the Project and compliance with the Development Schedule. If, as a result of such review, the Town determines that Developer has committed a material breach of this Agreement, the Town shall serve notice thereof in writing, within a reasonable time after the Town's review, upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination and providing Developer a reasonable time in which to cure the material breach. If Developer fails to cure the material breach within the time given, then, notwithstanding any provision hereof to the contrary, the Town unilaterally may terminate or reasonably modify this Agreement to accommodate Developer's failure to perform hereunder; provided the notice of termination or modification may be appealed to the board of adjustment in the manner provided by G.S. 160D-405.

Section 6.2 Force Majeure. Notwithstanding anything to the contrary herein, neither party shall be liable to the other for any failure to perform under this Agreement as a result of a force majeure, including, without limitation, acts of governmental authorities (including, without limitation, the denial of permits which Developer or the Town has pursued in good faith), delays in the acquisition or condemnation of necessary rights of way or other property for Public Infrastructure, embargoes, fire, flood, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots, or acts of terrorism; provided, such party (i) shall notify the other party promptly if the performance of any duty or obligation required under

this Agreement will be delayed or prevented by a force majeure; and (ii) shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance.

Section 6.3 Authority. The Town and Developer each warrants and represents to the other that it has full right and authority to enter into this Agreement, that this Agreement has been presented to and approved by each party's governing board after proper notice and hearing, and that the person signing on behalf of each party is authorized to do so.

Section 6.4 No Partnership. Nothing contained in this Agreement shall be construed to make the Town a partner with Developer or render either party liable for the debts or obligations of the other.

Section 6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes any prior negotiations, understandings, or agreements with respect to the matters contemplated hereby.

Section 6.6 Amendment. Except as otherwise provided herein and except as provided in Section 2.1, this Agreement may not be amended or terminated except by written instrument signed by both parties.

Section 6.7 Successors and Assigns. All of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. Developer may not assign its rights or obligations under this Agreement without the express written approval of the Town, which approval shall not be unreasonably withheld so long as the assignee has the same resource availability and qualifications as Developer. Notwithstanding the foregoing, the Town acknowledges and agrees that Developer shall have the right to engage and utilize other parties not affiliated with Developer to develop all or certain phases of the Project, and the rights and obligations of Developer under this Agreement shall inure to the benefit of such parties so long as such parties are acting on behalf of and with the consent of Developer and provided that Developer remains liable to the Town for its obligations under this Agreement.

Section 6.8 Enforceability. The enforceability and validity of this Agreement, in whole or in part, shall not be affected by the unenforceability or invalidity of any particular provision of this Agreement.

Section 6.9 Applicable Laws. This Agreement shall be construed under the laws of the State of North Carolina. Furthermore, this Agreement is entered under the authority of N.C. General Statutes 160D-1001 *et seq* and any provision hereof in conflict with that authority shall be null and void.

Section 6.10 Effective Date. The effective date of this Agreement shall be the day and year first above-written.

Section 6.11 Time is of the Essence. Time is of the essence in the performance of the obligations set forth in this Agreement.

Section 6.12 Preambles. The preamble and recitals to this Agreement are part of the agreement between the parties and shall be binding upon the parties in accordance with their terms.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Town and Developer have caused this Agreement to be duly executed and sealed pursuant to proper authority as of the day and year first above written.

DEVELOPER:

TAYLOR MORRISON OF CAROLINAS, INC.

By: _____

Print Name: Mark Altman

Title: VP Land Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Aleashia Browning, a Notary Public of Wake County, State of North Carolina, do hereby certify that Mark Altman, VP Land Development, the corporation, either being personally known to me or proven by satisfactory evidence (such evidence being), personally appeared before me this day and acknowledged the above execution of the foregoing instrument on behalf of the corporation.

Witness my hand and seal, this 12th day of September, 2022.

Aleashia Browning
Notary Public

My Commission Expires: 9/29/25

[NOTARY SEAL]

ALEASHIA BROWNING
Notary Public
Wake
County
NORTH CAROLINA

THE TOWN OF WENDELL

By: _____
Town Manager

ATTEST:

_____
Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Mary Tew, a Notary Public of the County of ~~Wake~~ Forsyth and State of North Carolina, certify that Megan Howard, either being personally known to me or proven by satisfactory evidence (such evidence being _____), personally came before me this day and acknowledged that she is the clerk of the TOWN OF WENDELL, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was voluntarily signed in its name by its Town Manager, sealed with its municipal seal and voluntarily attested by her as its clerk for the purposes stated therein.

Witness my hand and seal, this 12 day of September, 2022.

_____
Notary Public

My Commission Expires: July 1, 2023

[NOTARY SEAL]

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

Town Finance Officer:

_____

00683-051/00386246-4

EXHIBIT A

DESCRIPTION AND CURRENT OWNERSHIP OF PROPERTY

Current Owner: CAPITOL FUNDS INC

Legal Description

BEGINNING AT A POINT IN THE CENTER OF MAIN STREET AS SHOWN ON BOOK OF MAPS 1997, PAGE 1883 OF THE WAKE COUNTY REGISTRY; THENCE SOUTH 87°40'48" WEST A DISTANCE OF 31.69 FEET TO AN IRON PIPE THE NORTHEAST CORNER OF LOT 17 AS SHOWN ON AFORE SAID BOOK OF MAPS; THENCE WITH THE NORTHERN LINES OF LOTS 17 TO 20 CONSECUTIVE THE FOLLOWING FOUR CALLS, SOUTH 87°42'00" WEST A DISTANCE OF 107.25 FEET TO AN IRON PIPE; THENCE SOUTH 87°42'01" WEST A DISTANCE OF 79.99 FEET TO AN IRON PIPE; THENCE SOUTH 87°41'56" WEST A DISTANCE OF 80.10 FEET TO AN IRON PIPE; THENCE SOUTH 87°35'24" WEST A DISTANCE OF 156.96 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF SAID LOT 20 AND THE NORTHEAST CORNER OF THE TOWN OF WENDELL PROPERTY AS SHOWN ON BOOK OF MAPS 1988, PAGE 851; THENCE WITH THE NORTH LINE OF SAID PROPERTY NORTH 88°48'57" WEST A DISTANCE OF 909.14 FEET TO AN IRON PIPE ON THE EASTERN RIGHT OF WAY OF LAKE GLAD ROAD; THENCE WITH SAID RIGHT OF WAY NORTH 37°36'24" EAST A DISTANCE OF 412.05 FEET TO AN IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY NORTH 55°15'21" WEST A DISTANCE OF 37.26 FEET TO A POINT IN THE CENTER OF LAKE GLAD ROAD; THENCE WITH THE CENTER OF LAKE GLAD ROAD THE FOLLOWING SIX CALLS NORTH 35°41'49" EAST A DISTANCE OF 250.06 FEET TO A POINT, THE SOUTHEAST CORNER OF LOT 1 AS SHOWN ON BOOK OF MAPS 2005, PAGE 2382; THENCE WITH SAID COMMON LINE NORTH 35°41'49" EAST A DISTANCE OF 511.84 FEET TO A POINT, THE SOUTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 1988, PAGE 994; THENCE WITH SAID COMMON LINE NORTH 35°28'45" EAST A DISTANCE OF 56.11 FEET TO A POINT, THE SOUTHEAST CORNER OF THE LOTS SHOWN ON BOOK OF MAPS 2000, PAGE 1317; THENCE WITH THE EASTERN LINE OF SAID LOTS NORTH 35°28'45" EAST A DISTANCE OF 470.45 FEET TO A POINT; THENCE NORTH 34°00'33" EAST A DISTANCE OF 82.32 FEET TO A POINT; THENCE NORTH 30°42'51" EAST A DISTANCE OF 53.08 FEET TO A POINT; THENCE NORTH 27°52'03" EAST A DISTANCE OF 21.30 FEET TO A POINT; THENCE NORTH 81°31'37" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF LAKE GLAD ROAD; THENCE WITH SAID RIGHT OF WAY NORTH 21°54'19" EAST A DISTANCE OF 140.83 FEET TO A POINT; THENCE NORTH 12°49'36" EAST A DISTANCE OF 84.02 FEET TO A POINT, THE SOUTHEAST CORNER O F LOT 9 AS SHOWN ON BOOK OF MAPS 1978, PAGE 634; THENCE WITH THE EASTERN LINE OF LOT 9 NORTH 12°52'10" EAST A DISTANCE OF 56.87 FEET TO A POINT; THENCE NORTH 10°07'10" EAST A DISTANCE OF 58.00 FEET TO A REBAR, THE SOUTHEAST CORNER OF LOT 8 ON THE AFORE SAID BOOK OF MAPS; THENCE WITH THE EASTERN LINE OF SAID LOT 8 NORTH 10°07'10" EAST A DISTANCE OF 105.00 FEET TO A REBAR, THE SOUTHEAST CORNER OF LOT 7, AS SHOWN ON THE AFORE SAID BOOK OF MAPS; THENCE WITH THE EASTERN LINE OF SAID LOT 7 NORTH 10°07'10" EAST A DISTANCE OF 100.00 FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF LOT 7; THENCE SOUTH 68°59'24" EAST A DISTANCE OF 31.87 FEET TO A POINT IN THE CENTER OF LAKE GLAD ROAD; THENCE SOUTH 70°52'45" EAST A DISTANCE OF 219.67 FEET TO A POINT IN THE LINE OF THE LOT SHOWN ON BOOK OF MAPS 1989, PAGE 380; THENCE SOUTH 26°11'11" EAST A DISTANCE OF 75.32 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF SAID LOT; THENCE WITH SAID COMMON LINE SOUTH 74°26'26" EAST A DISTANCE OF 92.03 FEET TO AN ANGLE IRON, THE NORTHWEST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 1997, PAGE 33; THENCE WITH SAID COMMON LINE SOUTH 12°29'35" WEST A DISTANCE OF 111.61 FEET TO AN IRON PIPE; THENCE SOUTH 79°38'09" EAST A DISTANCE OF 38.01 FEET TO AN IRON PIPE; THENCE SOUTH 14°59'14" EAST A DISTANCE OF 187.93 FEET TO AN IRON PIPE; THENCE SOUTH 77°33'38" EAST A DISTANCE OF 208.56 TO AN IRON PIPE, ON THE WESTERN RIGHT OF WAY OF SOUTH MAIN STREET; THENCE SOUTH 77°33'38" EAST A DISTANCE OF 40.95 FEET TO A POINT, IN THE CENTER OF SAID STREET; THENCE WITH THE CENTER OF SAID STREET SOUTH 16°29'24" WEST A DISTANCE OF 102.12 FEET TO A REBAR; THENCE SOUTH 16°31'35" WEST A DISTANCE OF 554.39 FEET TO A POINT; THENCE SOUTH 16°31'35" WEST A DISTANCE OF 942.21 FEET TO THE POINT OF BEGINNING; CONTAINING 1,846,246 SQUARE FEET OR 42.38 ACRES.

EXHIBIT B

MASTER PLAN (Overall Site Plan)

EXHIBIT C

ESTIMATED DEVELOPMENT SCHEDULE

Calendar Year	Benchmark
2022 (Q1)	Master Plan & Annexation Approval
2022 (Q3)	Construction Drawing Approval
2023 (Q3)	Final Plat Approval
2022 (Q4)	6 Certificates of Occupancy (COs) issued
2024	48 Certificates of Occupancy (COs) issued
2025	48 Certificates of Occupancy (COs) issued
2026	19 COs issued (Project close-out)

EXHIBIT D

PLAN AND SCHEDULE FOR IMPROVEMENTS

Public Water Improvements:

1) Off-site extension of approximately 500 ft of water main from its current location at the intersection of Harris Street and Fowlkes Street to the eastern boundary of the Property (following the Harris Street ROW).
    a. Schedule – to be installed and accepted prior to final plat approval for the second phase of the Project.
2) On-site extension of public water, as to be approved by the Town and City of Raleigh in the subsequent construction drawing submittal.
    a. Schedule – to be installed and accepted prior to final plat approval for the applicable phase of the Project.

Public Sewer Improvements:

1) Extension (primarily off-site) of approximately 330 ft of gravity sewer main along the Harris Street extension to make sewer available to 4 properties (PIN #'s 1783678365, 1783678131, 1783679161, and 1783679366) with frontage on this ROW (3 of which are owned by the Town of Wendell)
    a. Schedule – to be installed and accepted prior to final plat approval for the second phase of the Project.
2) On-site extension of public sewer, as to be approved by the Town and City of Raleigh in the subsequent construction drawing submittal.
    a. Schedule – to be installed and accepted prior to final plat approval for the applicable phase of the Project.

Road Improvements:

1) Any turn lanes or other roadway improvements which may be required by NCDOT along State Route 2358 (Lake Glad Road/W. Haywood Street).
    a. Schedule – to be installed and accepted prior to final plat approval for the first phase of the Project.
2) On-site construction of approximately 2500 LF of Local Street meeting the Town of Wendell's Standards and Specifications and as further illustrated in Exhibit B.
    a. Schedule – to be installed and accepted prior to final plat approval for the second phase of the Project.
3) On-site construction of approximately 675 LF of a modified (57' ROW) Local Street, to include a 10' multi-purpose path on one side in lieu of a 5' sidewalk, as illustrated in Exhibit B. The 10' multi-purpose path will be constructed to the standard of the greenway to be constructed in the South Main Street ROW.
    a. Schedule – to be installed and accepted prior to final plat approval for the second phase of the Project.
4) Off-site construction of approximately 500 LF of a Local Street serving as an extension of Harris Street, connecting the eastern boundary of the subject property to Fowlkes Street to the east (See Exhibit B). This roadway cross-section shall follow the Town's Local Street Standard, with the exception that sidewalk shall not be installed by the developer. The addition of sidewalk shall be provided by other parties as properties along this road section develop.

a. Schedule – to be installed and accepted prior to final plat approval second Phase of the Project.

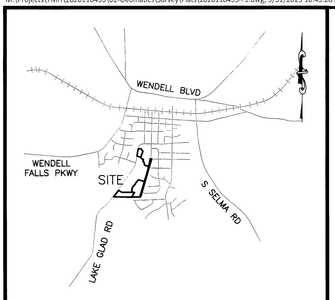
5) Off-site construction of approximately 2,380 LF of greenway in the unimproved South Main Street ROW to the design specifications approved by the Town, as illustrated on Exhibit B. The Town will reimburse the Developer for the construction of the greenway consistent with the mutually agreed public bidding requirements and construction cost-reimbursement agreement based on the greenway design.

EXHIBIT E

LAND APPRAISAL AND ROAD IMPROVEMENT COST ESTIMATES

The following engineering cost and professional land appraisal estimates are meant to demonstrate the financial balance of improvements provided by each party and the mutual consideration given and received under this agreement. It is agreed by the parties hereto that the approximate value of lands dedicated to the Town ($390,000) in conjunction with off-site roadway extensions provided by the Developer ($380,000) have been sized and designed to be equal to the approximate value of the infrastructure improvements to State Route 2358 ($770,000) deemed satisfied by the Town of Wendell .

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VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, JAY B. TAYLOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 29,689+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (F)(11)(A). THIS SURVEY CREATES SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 17th DAY OF July, A.D., 2023

JAY B. TAYLOR, PROFESSIONAL LAND SURVEYOR L-5472

NORTH CAROLINA PROFESSIONAL SEAL L-5472 LAND SURVEYOR JAY B. TAYLOR

SETBACKS
FRONT YARD: 20' (FOR DRIVEWAY)
CORNER YARD: 0'
SIDE YARD: 5'
REAR YARD: 25'

MAXIMUM IMPERVIOUS AREA
LOTS 1-15: 2,000 SF
LOTS 23-40: 2,000 SF
LOTS 116-121: 2,000 SF

GENERAL NOTES

1. THIS IS A SUBDIVISION PLAT.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: NC-CD PER WAKE COUNTY GIS; NO ZONING REPORT PROVIDED
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONES "AE" AND "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL 3721783001 DATED 7/19/22.
7. REFERENCES: AS SHOWN
8. UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF THE TOWN OF WENDELL.

OWNER

CERTIFICATE OF ROAD MAINTENANCE:

I (WE) HEREBY CERTIFY THAT I (WE) WILL MAINTAIN THE ROADS TO THE STANDARDS SET FORTH BY THE TOWN OF WENDELL UNTIL THE RESPECTIVE GOVERNMENTAL AGENCY TAKES OVER THIS RESPONSIBILITY. (THIS DOES NOT INCLUDE THE REMOVAL OF SNOW/ICE).

July 17, 2023

OWNER(S)/DEVELOPER

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN OF WENDELL SPECIFICATIONS AND STANDARDS.

August 23, 2023

(SEAL)
TOWN ENGINEER, TOWN OF WENDELL

CERTIFICATE OF APPROVAL FOR RECORDING PLAT AND ACCEPTANCE OF DEDICATIONS:

I DO HEREBY CERTIFY THAT ON THE 23rd DAY OF Aug, 2023 THE ADMINISTRATOR APPROVED THIS PLAT FOR RECORDING AND ACCEPTED THE DEDICATION OF THE STREETS, EASEMENTS, RIGHTS-OF-WAYS AND PUBLIC PARKS AND OTHER SITES FOR PUBLIC PURPOSES AS SHOWN HEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL, IN THE OPINION OF THE GOVERNING BODY OF THE TOWN OF WENDELL, IT IS IN THE PUBLIC INTEREST TO DO SO. PLAT MUST BE RECORDED WITHIN 30 DAYS OF THIS DATE.

8/23, 2023

(SEAL)
TOWN CLERK, TOWN OF WENDELL

TOWN OF WENDELL INCORPORATED 1903 NORTH CAROLINA

REVIEW OFFICER CERTIFICATION. STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Jeannine Norris REVIEW OFFICER OF WAKE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING.

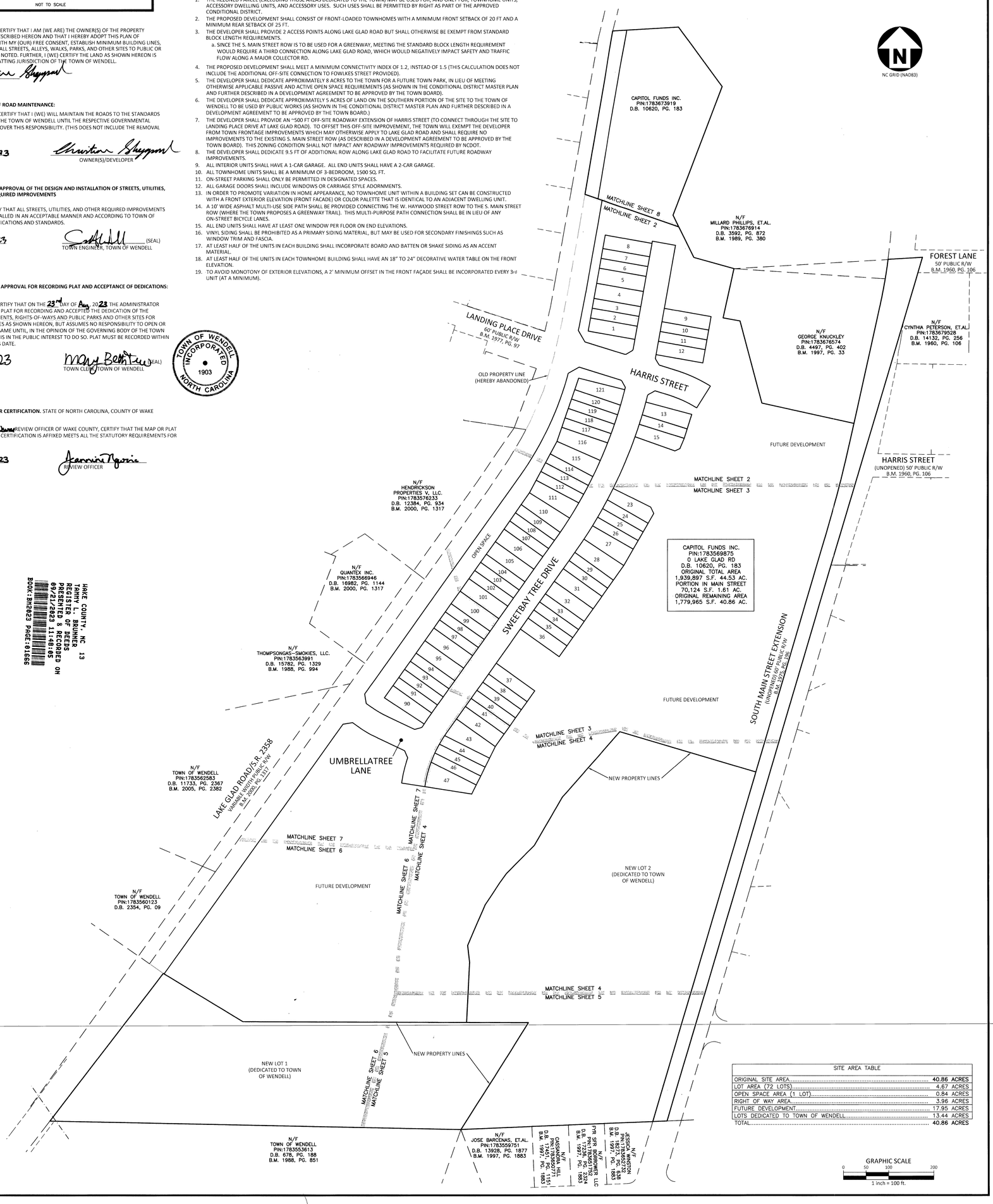
Aug 23, 2023

REVIEW OFFICER

WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/21/2023 11:48:05
BOOK:BM2023 PAGE:01666

MAGNOLIA TOWNES NC CONDITIONAL DISTRICT CONDITIONS:

1. THE REZONED PARCEL (EXCLUDING THOSE AREAS DEDICATED TO THE TOWN) MAY BE USED FOR, AND ONLY FOR, TOWNHOME UNITS, ACCESSORY DWELLING UNITS, AND ACCESSORY USES. SUCH USES SHALL BE PERMITTED BY RIGHT AS PART OF THE APPROVED CONDITIONAL DISTRICT.
2. THE PROPOSED DEVELOPMENT SHALL CONSIST OF FRONT-LOADED TOWNHOMES WITH A MINIMUM FRONT SETBACK OF 20 FT AND A MINIMUM REAR SETBACK OF 25 FT.
3. THE DEVELOPER SHALL PROVIDE 2 ACCESS POINTS ALONG LAKE GLAD ROAD BUT SHALL OTHERWISE BE EXEMPT FROM STANDARD BLOCK LENGTH REQUIREMENTS.
   a. SINCE THE S. MAIN STREET ROW IS TO BE USED FOR A GREENWAY, MEETING THE STANDARD BLOCK LENGTH REQUIREMENT WOULD REQUIRE A THIRD CONNECTION ALONG LAKE GLAD ROAD, WHICH WOULD NEGATIVELY IMPACT SAFETY AND TRAFFIC FLOW ALONG A MAJOR COLLECTOR RD.
4. THE PROPOSED DEVELOPMENT SHALL MEET A MINIMUM CONNECTIVITY INDEX OF 1.2, INSTEAD OF 1.5 (THIS CALCULATION DOES NOT INCLUDE THE ADDITIONAL OFF-SITE CONNECTION TO FOWLKES STREET PROVIDED).
5. THE DEVELOPER SHALL DEDICATE APPROXIMATELY 8 ACRES TO THE TOWN FOR A FUTURE TOWN PARK, IN LIEU OF MEETING OTHERWISE APPLICABLE PASSIVE AND ACTIVE OPEN SPACE REQUIREMENTS (AS SHOWN IN THE CONDITIONAL DISTRICT MASTER PLAN AND FURTHER DESCRIBED IN A DEVELOPMENT AGREEMENT TO BE APPROVED BY THE TOWN BOARD).
6. THE DEVELOPER SHALL DEDICATE APPROXIMATELY 5 ACRES OF LAND ON THE SOUTHERN PORTION OF THE SITE TO THE TOWN OF WENDELL TO BE USED BY PUBLIC WORKS (AS SHOWN IN THE CONDITIONAL DISTRICT MASTER PLAN AND FURTHER DESCRIBED IN A DEVELOPMENT AGREEMENT TO BE APPROVED BY THE TOWN BOARD.)
7. THE DEVELOPER SHALL PROVIDE AN ~500 FT OFF-SITE ROADWAY EXTENSION OF HARRIS STREET (TO CONNECT THROUGH THE SITE TO LANDING PLACE DRIVE AT LAKE GLAD ROAD). TO OFFSET THIS OFF-SITE IMPROVEMENT, THE TOWN WILL EXEMPT THE DEVELOPER FROM TOWN FRONTAGE IMPROVEMENTS WHICH MAY OTHERWISE APPLY TO LAKE GLAD ROAD AND SHALL REQUIRE NO IMPROVEMENTS TO THE EXISTING S. MAIN STREET ROW (AS DESCRIBED IN A DEVELOPMENT AGREEMENT TO BE APPROVED BY THE TOWN BOARD). THIS ZONING CONDITION SHALL NOT IMPACT ANY ROADWAY IMPROVEMENTS REQUIRED BY NCDOT.
8. THE DEVELOPER SHALL DEDICATE 9.5 FT OF ADDITIONAL ROW ALONG LAKE GLAD ROAD TO FACILITATE FUTURE ROADWAY IMPROVEMENTS.
9. ALL INTERIOR UNITS SHALL HAVE A 1-CAR GARAGE. ALL END UNITS SHALL HAVE A 2-CAR GARAGE.
10. ALL TOWNHOME UNITS SHALL BE A MINIMUM OF 3-BEDROOM, 1500 SQ. FT.
11. ON-STREET PARKING SHALL ONLY BE PERMITTED IN DESIGNATED SPACES.
12. ALL GARAGE DOORS SHALL INCLUDE WINDOWS OR CARRIAGE STYLE ADORNMENTS.
13. IN ORDER TO PROMOTE VARIATION IN HOME APPEARANCE, NO TOWNHOME UNIT WITHIN A BUILDING SET CAN BE CONSTRUCTED WITH A FRONT EXTERIOR ELEVATION (FRONT FACADE) OR COLOR PALETTE THAT IS IDENTICAL TO AN ADJACENT DWELLING UNIT.
14. A 10' WIDE ASPHALT MULTI-USE SIDE PATH SHALL BE PROVIDED CONNECTING THE W. HAYWOOD STREET ROW TO THE S. MAIN STREET ROW (WHERE THE TOWN PROPOSES A GREENWAY TRAIL). THIS MULTI-PURPOSE PATH CONNECTION SHALL BE IN LIEU OF ANY ON-STREET BICYCLE LANES.
15. ALL END UNITS SHALL HAVE AT LEAST ONE WINDOW PER FLOOR ON END ELEVATIONS.
16. VINYL SIDING SHALL BE PROHIBITED AS A PRIMARY SIDING MATERIAL, BUT MAY BE USED FOR SECONDARY FINISHINGS SUCH AS WINDOW TRIM AND FASCIA.
17. AT LEAST HALF OF THE UNITS IN EACH BUILDING SHALL INCORPORATE BOARD AND BATTEN OR SHAKE SIDING AS AN ACCENT MATERIAL.
18. AT LEAST HALF OF THE UNITS IN EACH TOWNHOME BUILDING SHALL HAVE AN 18" TO 24" DECORATIVE WATER TABLE ON THE FRONT ELEVATION.
19. TO AVOID MONOTONY OF EXTERIOR ELEVATIONS, A 2' MINIMUM OFFSET IN THE FRONT FAÇADE SHALL BE INCORPORATED EVERY 3rd UNIT (AT A MINIMUM).



SITE AREA TABLE	
ORIGINAL SITE AREA	40.86 ACRES
LOT AREA (72 LOTS)	4.67 ACRES
OPEN SPACE AREA (1 LOT)	0.84 ACRES
RIGHT OF WAY AREA	3.96 ACRES
FUTURE DEVELOPMENT	17.95 ACRES
LOTS DEDICATED TO TOWN OF WENDELL	13.44 ACRES
TOTAL	40.86 ACRES

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

OWNER:
TAYLOR MORRISON OF CAROLINAS INC
1550 LWESTON PARKWAY SUITE 100
CARY, NC 27513

MCADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	20201104S5
FILENAME	20201104S5-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=100'
DATE	12.01.2022

SHEET
FINAL PLAT
1-8

GENERAL NOTES

1. FOR GENERAL NOTES SEE SHEET 1

NC GRID (NAD83)

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

OWNER:

TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PARKWAY SUITE 100
CARY, NC 27513

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-5427 JAMES T. TAYLOR 07/17/23

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	2020110455
FILENAME	2020110455-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=30'
DATE	12.01.2022

SHEET

FINAL PLAT

2-8

DETAIL 'A' 1"=20'

WAKE COUNTY, NC 14
TAMMY L. BRUMMER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/21/2023 11:48:05
BOOK:BM2023 PAGE:01667

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- SDT 25'X25' SIGHT DISTANCE TRIANGLE

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TCE TCE TEMPORARY CONSTRUCTION EASEMENT
- SEWER EASEMENT
- WALL EASEMENT
- SIGHT DISTANCE TRIANGLE
- MATCHLINE

GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

MATCHLINE SHEET 2
MATCHLINE SHEET 3

M:\Projects\TM\I\2020110455\02-Geomatics\Survey\Plats\2020110455-F1.dwg, 7/17/2023 9:47:25 AM, Katie Martin

GENERAL NOTES

1. FOR GENERAL NOTES SEE SHEET 1

NC GRID (NAD83)

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

OWNER:

TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PARKWAY SUITE 100
CARY, NC 27513

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-5472 LAND SURVEYOR J. A. P. LOFTIN
07/17/23

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	2020110455
FILENAME	2020110455-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=30'
DATE	12.01.2022

SHEET

FINAL PLAT

3-8

GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

WAKE COUNTY, NC 15
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/21/2023 11:48:05
BOOK:BM2023 PAGE:01668

LEGEND
- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- SDT 25'X25' SIGHT DISTANCE TRIANGLE

LEGEND
- PROPERTY LINE
- RIGHT OF WAY LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TCE TCE TEMPORARY CONSTRUCTION EASEMENT
- SEWER EASEMENT
- WALL EASEMENT
- SIGHT DISTANCE TRIANGLE
- MATCHLINE

M:\Projects\TM\20201104\50\02-Geomatics\5-survey\Plats\2020110455-F1.dwg, 7/17/2023 10:23:45 AM, Katie Martin

GENERAL NOTES

1. FOR GENERAL NOTES SEE SHEET 1

NC GRID (NAD83)

McAdams
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

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OWNER:

TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PARKWAY SUITE 100
CARY, NC 27513

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-5472 LAND SURVEYOR KYLE B. TAYLOR
07/17/23

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	2020110455
FILENAME	2020110455-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=30'
DATE	12.01.2022

SHEET

FINAL PLAT

4-8

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- SDT 25'X25' SIGHT DISTANCE TRIANGLE

LEGEND

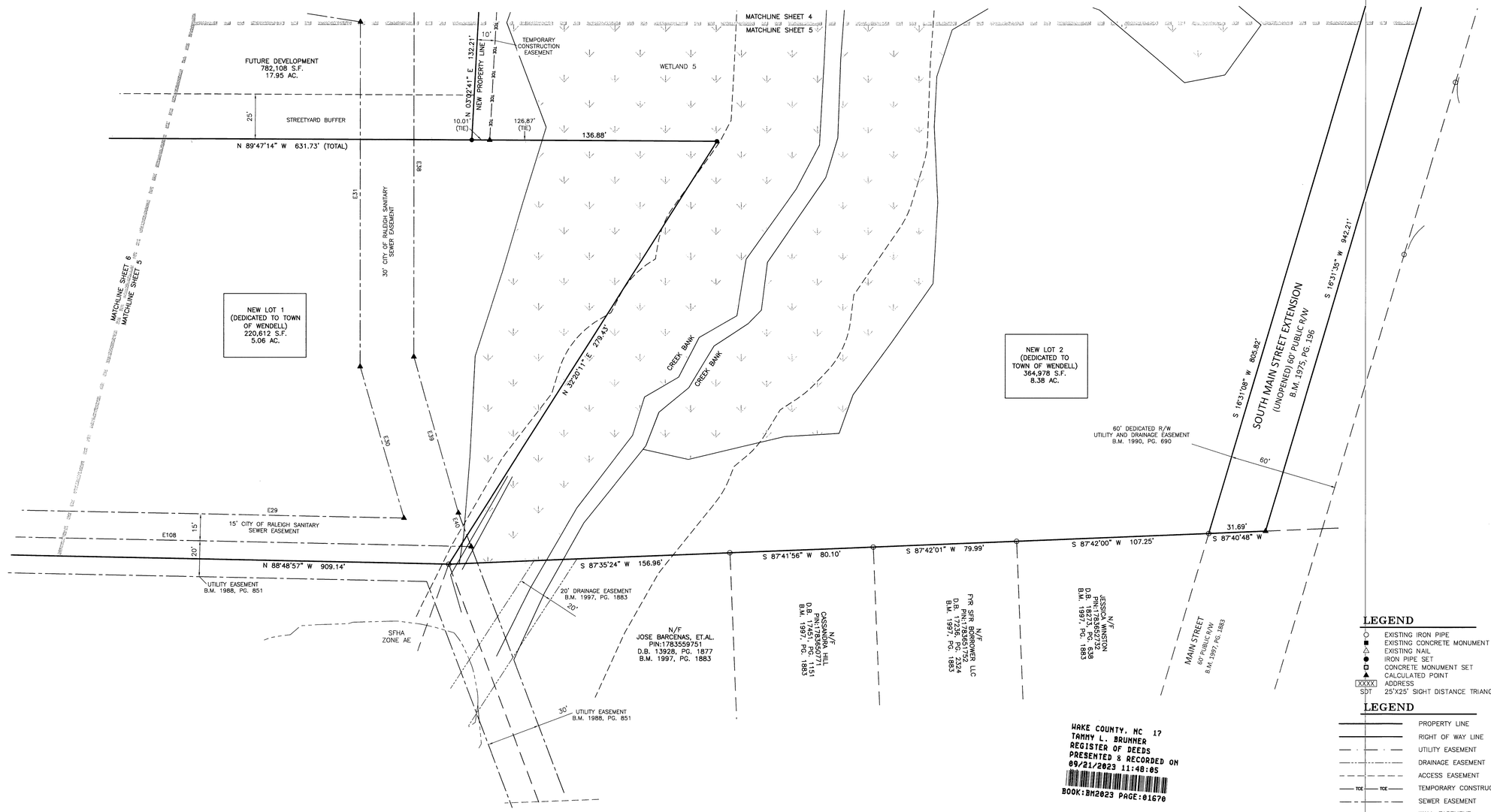
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- RIGHT OF WAY LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TCE TCE TEMPORARY CONSTRUCTION EASEMENT
- SEWER EASEMENT
- WALL EASEMENT
- SIGHT DISTANCE TRIANGLE
- MATCHLINE

GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

WAKE COUNTY, NC 16
TAMMY L. BRUMMER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/21/2023 11:48:05
BOOK:BM2023 PAGE:01669

GENERAL NOTES

1. FOR GENERAL NOTES SEE SHEET 1



WAKE COUNTY, NC 17
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/21/2023 11:48:05
BOOK:BM2023 PAGE:01670

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- SDT 25'X25' SIGHT DISTANCE TRIANGLE

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TCE TCE TEMPORARY CONSTRUCTION EASEMENT
- SEWER EASEMENT
- WALL EASEMENT
- SIGHT DISTANCE TRIANGLE
- MATCHLINE

GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

MCADAMS
The John R. McAdams Company, Inc.
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Durham, NC 27713

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fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

OWNER:

TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PARKWAY SUITE 100
CARY, NC 27513

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-5172 LAND SURVEYOR JOSEPH B. TAYLOR
07/17/23

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	2020110455
FILENAME	2020110455-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=30'
DATE	12.01.2022

SHEET

FINAL PLAT

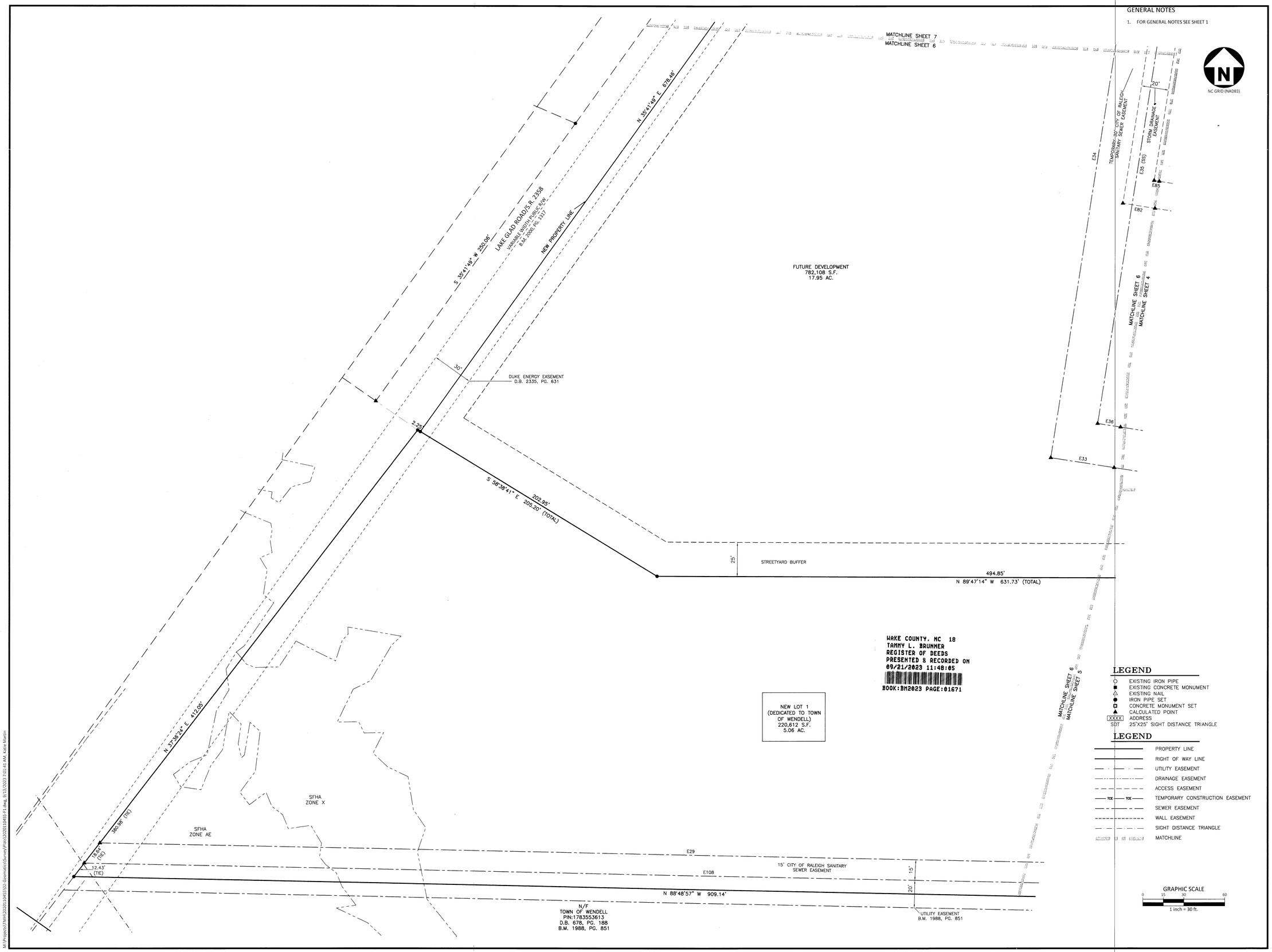
5-8

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BKBM2023PG01671

GENERAL NOTES

1. FOR GENERAL NOTES SEE SHEET 1



LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- SDT 25'X25' SIGHT DISTANCE TRIANGLE

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TCE TCE TEMPORARY CONSTRUCTION EASEMENT
- SEWER EASEMENT
- WALL EASEMENT
- SIGHT DISTANCE TRIANGLE
- MATCHLINE

GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

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2905 Meridian Parkway
Durham, NC 27713

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fax 919. 361. 2269
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www.mcadamsco.com

OWNER:

TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PARKWAY SUITE 100
CARY, NC 27513

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-5422 LAND SURVEYOR JOHN B. TAYLOR
09/7/23

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	2020110455
FILENAME	2020110455-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=30'
DATE	12.01.2022

SHEET

FINAL PLAT

6-8

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GENERAL NOTES

1. FOR GENERAL NOTES SEE SHEET 1



LEGEND

Symbol	Description
○	EXISTING IRON PIPE
■	EXISTING CONCRETE MONUMENT
△	EXISTING NAIL
●	IRON PIPE SET
⊡	CONCRETE MONUMENT SET
▲	CALCULATED POINT
XXXX	ADDRESS
SDT	25'X25' SIGHT DISTANCE TRIANGLE

LEGEND

PROPERTY LINE
RIGHT OF WAY LINE
UTILITY EASEMENT
DRAINAGE EASEMENT
ACCESS EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
SEWER EASEMENT
WALL EASEMENT
SIGHT DISTANCE TRIANGLE
MATCHLINE

WAKE COUNTY, NC 19
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/21/2023 11:48:05
BOOK:BM2023 PAGE:01672

MCADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

OWNER:

TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PARKWAY SUITE 100
CARY, NC 27513

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-5472 JAY B. TAYLOR 07/17/23

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	2020110455
FILENAME	2020110455-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=30'
DATE	12.01.2022

SHEET

FINAL PLAT

7-8

M:\Projects\TMH\2020110455\02-Geomatics\Survey\Plats\2020110455-F1.dwg, 7/17/2023 10:24:02 AM, Katie Martin

BKBM2023PG01673

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	4.50'	3.25'	S 10°34'33" E	3.18'
C2	4.50'	3.25'	S 51°57'13" E	3.18'
C3	326.00'	79.24'	N 65°40'46" W	79.04'
C4	269.00'	65.38'	N 65°40'46" W	65.22'
C5	4.50'	3.67'	S 84°01'29" W	3.56'
C6	4.50'	3.66'	S 37°24'12" W	3.56'
C7	1026.00'	14.84'	N 14°31'43" E	14.84'
C8	1026.00'	29.13'	N 15°45'23" E	29.13'
C9	1026.00'	22.00'	N 17°11'02" E	22.00'
C10	1026.00'	29.27'	N 18°36'56" E	29.27'
C11	1026.00'	124.09'	N 22°53'51" E	124.01'
C12	1026.00'	28.16'	N 27°08'55" E	28.16'
C13	1026.00'	22.01'	N 28°32'58" E	22.01'
C14	1026.00'	22.00'	N 29°46'41" E	22.00'
C15	1026.00'	22.00'	N 31°00'25" E	22.00'
C16	1026.00'	35.15'	N 32°36'10" E	35.15'
C17	1026.00'	33.93'	N 34°31'54" E	33.93'
C18	274.00'	54.22'	S 14°36'01" W	54.13'
C19	274.00'	22.07'	S 22°34'34" W	22.06'
C20	274.00'	22.01'	S 27°11'02" W	22.00'
C21	274.00'	22.09'	S 31°47'40" W	22.08'
C22	274.00'	6.58'	S 34°47'30" W	6.58'
C23	326.00'	54.11'	S 13°41'13" W	54.05'
C24	4.50'	3.28'	N 02°27'24" W	3.21'
C25	4.50'	3.25'	N 44°02'11" W	3.18'
C26	276.00'	50.17'	S 59°30'37" E	50.10'
C27	224.00'	40.72'	S 59°30'37" E	40.66'
C28	4.50'	3.25'	S 85°23'56" E	3.18'
C29	4.50'	3.28'	N 53°01'17" E	3.21'
C30	326.00'	7.11'	S 32°44'52" W	7.11'
C31	326.00'	11.98'	S 34°25'34" W	11.98'
C32	974.00'	3.52'	N 13°58'09" E	3.52'
C33	974.00'	35.89'	N 15°08'02" E	35.89'
C34	974.00'	22.01'	N 16°50'13" E	22.01'
C35	974.00'	22.00'	N 18°07'54" E	22.00'
C36	974.00'	22.00'	N 19°25'33" E	22.00'
C37	974.00'	22.01'	N 20°43'14" E	22.01'
C38	974.00'	42.04'	N 22°36'16" E	42.04'
C39	974.00'	39.16'	N 24°59'34" E	39.16'
C40	974.00'	22.01'	N 26°47'31" E	22.01'
C41	974.00'	22.00'	N 28°05'11" E	22.00'
C42	974.00'	22.01'	N 29°22'51" E	22.01'
C43	974.00'	39.19'	N 31°10'50" E	39.19'
C44	974.00'	37.81'	N 33°26'44" E	37.81'
C45	974.00'	15.67'	N 35°01'06" E	15.67'
C46	4.50'	3.40'	N 07°47'39" W	3.32'
C47	4.50'	3.39'	N 51°03'04" W	3.31'
C48	4.50'	3.82'	N 83°02'47" E	3.71'
C49	4.50'	3.82'	N 34°25'27" E	3.71'
C50	700.00'	252.97'	N 25°07'35" E	251.59'
C51	2832.92'	202.00'	S 14°28'34" W	201.96'
C52	1242.27'	104.93'	N 09°59'11" E	104.90'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 35°41'38" E	1.00'
L2	N 80°41'44" E	21.21'
L3	S 54°18'11" E	14.24'
L4	S 08°55'54" W	1.61'
L5	N 54°18'11" W	14.24'
L6	N 09°18'16" W	21.21'
L7	N 35°41'38" E	0.94'
L8	N 13°00'42" E	6.73'
L9	S 65°11'47" W	12.35'
L10	S 25°34'40" E	15.36'

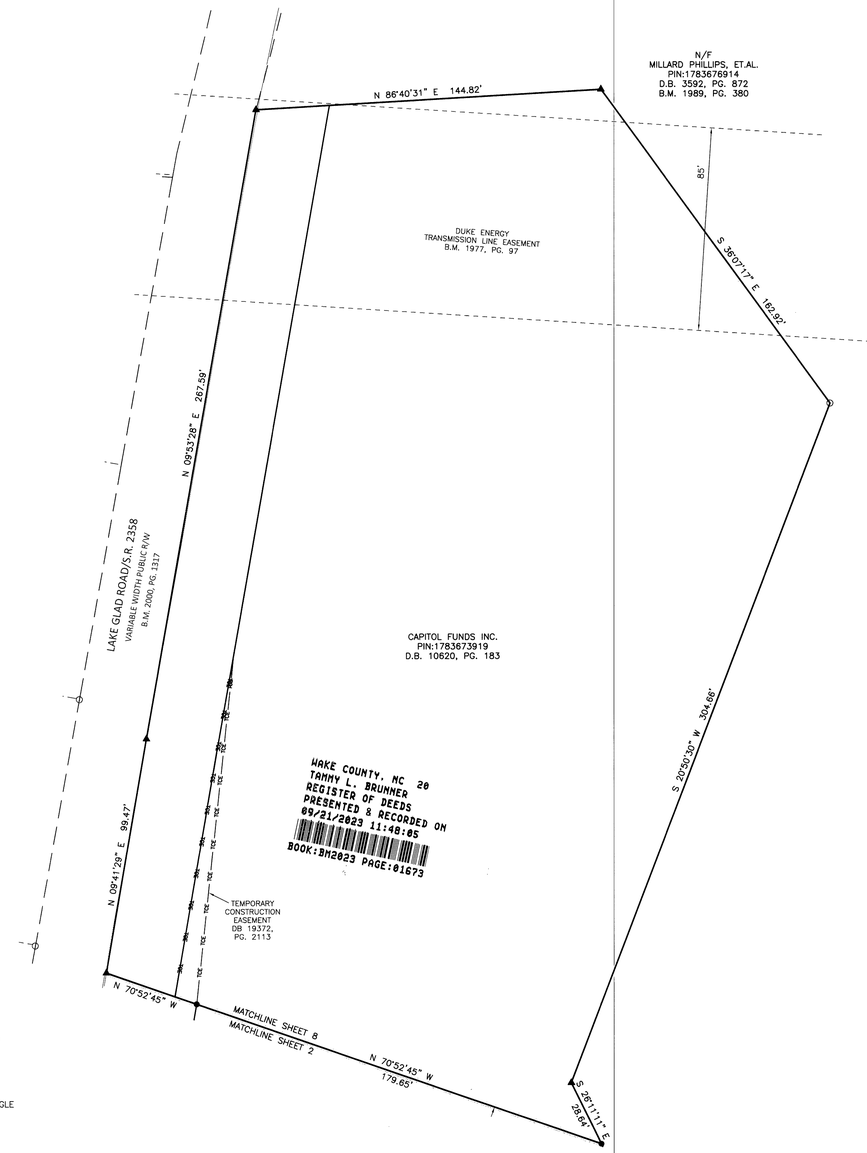
ESMT. LINE TABLE		
LINE	BEARING	DISTANCE
E1	N 81°04'06" W	61.41'
E2	S 37°36'18" W	14.31'
E3	S 08°55'54" W	7.44'
E4	N 81°04'06" W	105.00'
E5	N 02°21'57" E	51.57'
E6	N 06°21'15" E	218.34'
E7	S 55°16'40" E	22.61'
E8	S 34°43'20" W	20.00'
E9	N 55°16'40" W	23.30'
E10	N 15°32'52" E	9.30'
E11	S 74°27'08" E	13.46'
E12	S 18°43'38" W	39.54'
E13	S 42°05'03" E	41.07'
E14	S 01°27'25" W	28.03'
E15	N 01°27'25" E	20.10'
E16	N 42°05'03" W	115.66'
E17	S 56°33'14" E	105.03'
E18	S 56°33'14" E	105.35'
E19	N 65°35'24" W	84.70'
E20	S 30°56'10" W	132.62'
E21	N 57°40'00" W	15.50'
E22	N 65°35'24" W	105.94'
E23	S 87°51'11" W	75.13'
E24	S 25°50'53" E	8.13'
E25	S 04°03'06" E	9.58'
E26	N 63°48'49" E	24.55'
E27	N 10°08'50" E	2.59'
E28	N 63°48'49" E	60.84'
E29	S 88°49'07" E	865.16'
E30	S 16°12'57" E	88.10'
E31	N 00°00'00" W	192.19'
E32	N 81°04'06" W	99.55'
E33	N 81°04'06" W	47.00'
E34	N 08°55'54" E	445.46'
E35	S 08°55'54" W	415.46'
E36	S 81°04'06" E	17.00'
E37	S 81°04'06" E	125.20'
E38	S 00°00'00" E	212.36'
E39	S 15°59'13" E	90.49'
E40	S 20°44'29" E	20.19'
E41	S 35°41'49" W	5.00'
E42	N 54°18'11" W	5.00'
E43	N 35°41'49" E	5.00'
E44	S 79°53'13" E	5.00'
E45	S 10°06'47" W	5.00'
E46	N 79°53'13" W	5.00'
E47	N 17°21'27" E	5.00'
E48	S 72°38'33" E	5.00'
E49	S 17°21'27" W	5.00'
E50	S 67°06'09" E	5.00'
E51	S 22°53'51" W	5.00'
E52	N 67°06'09" W	5.00'
E53	S 35°28'45" W	86.25'
E54	S 54°31'15" E	2.00'
E55	S 35°28'45" W	5.00'
E56	N 54°31'15" W	2.00'
E57	S 35°28'45" W	118.06'
E58	S 35°28'45" W	49.00'
E59	S 54°31'15" E	2.00'
E60	S 35°28'45" W	5.00'
E61	N 54°31'15" W	2.00'
E62	S 35°28'45" W	135.80'
E63	S 78°13'18" E	2.00'
E64	S 11°46'42" W	5.00'
E65	N 78°13'18" W	2.00'
E66	S 08°55'54" W	1.61'
E67	S 54°31'15" E	214.52'
E68	S 09°12'00" E	74.61'
E69	S 44°54'53" W	135.35'
E70	S 34°28'31" W	19.70'
E71	S 11°17'24" W	28.19'
E72	S 12°44'10" W	77.79'
E73	S 19°24'05" E	15.69'
E74	S 81°04'06" E	89.07'
E75	N 37°36'18" E	40.40'
E76	N 08°55'54" E	197.37'
E77	N 26°20'31" E	116.07'
E78	N 35°28'45" E	104.07'
E79	S 54°31'15" E	32.30'
E80	N 35°28'45" E	27.67'
E81	N 54°31'15" W	194.30'
E82	N 81°04'06" W	23.75'
E83	N 08°55'54" E	253.50'
E84	S 08°55'54" W	233.50'
E85	S 81°04'06" E	3.75'
E86	S 21°30'16" W	97.16'
E87	S 63°04'26" W	57.06'
E88	S 13°36'16" E	35.45'
E89	S 26°19'47" E	74.02'
E90	S 64°07'49" W	16.00'
E91	N 26°19'47" W	75.68'
E92	N 13°36'16" W	36.44'
E93	N 63°04'26" E	50.30'
E94	N 21°30'16" E	93.50'
E95	S 54°31'15" E	36.80'
E96	S 35°28'45" W	17.00'
E97	N 54°31'15" W	36.80'
E98	S 35°28'45" W	103.79'
E99	S 26°20'31" W	115.25'
E100	S 08°55'54" W	194.00'
E101	N 81°04'06" W	16.95'
E102	N 08°55'54" E	196.75'
E103	N 26°20'31" E	119.06'
E104	N 35°28'45" E	105.15'
E105	S 79°53'13" E	38.00'
E106	S 10°06'47" W	34.00'
E107	N 79°53'13" W	38.00'
E108	S 88°49'07" E	914.01'
E109	S 20°35'42" E	8.05'
E110	S 13°34'27" W	10.51'
E111	S 44°50'53" W	79.58'
E112	S 36°04'17" W	22.95'
E113	S 33°49'39" W	58.28'
E114	S 23°11'38" W	94.66'
E115	S 06°20'59" E	36.68'
E116	S 03°02'41" W	132.54'
E117	S 06°03'38" W	147.73'
E118	S 09°44'54" W	145.86'

ESMT. CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
EC1	1029.00'	163.74'	S 30°55'15" W	163.56'
EC2	271.00'	109.60'	S 23°53'35" W	108.86'
EC3	271.00'	10.96'	S 10°05'26" W	10.96'
EC4	53.50'	42.05'	S 57°59'50" W	40.98'
EC5	44.42'	68.30'	S 24°17'22" W	61.77'
EC6	60.42'	91.18'	N 24°21'11" E	82.77'
EC7	67.00'	105.24'	N 80°28'46" E	94.75'
EC8	50.00'	78.54'	S 80°28'46" W	70.71'
EC9	53.50'	21.87'	N 66°13'48" W	21.72'
EC10	53.50'	20.12'	N 88°42'43" W	20.00'

GENERAL NOTES

1. FOR GENERAL NOTES SEE SHEET 1

NC GRID (NAD83)



LEGEND

○	EXISTING IRON PIPE
■	EXISTING CONCRETE MONUMENT
△	EXISTING NAIL
●	IRON PIPE SET
□	CONCRETE MONUMENT SET
▲	CALCULATED POINT
XXXX	ADDRESS
SDT	25'X25' SIGHT DISTANCE TRIANGLE

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TCE — TCE — TEMPORARY CONSTRUCTION EASEMENT
- SEWER EASEMENT
- WALL EASEMENT
- SIGHT DISTANCE TRIANGLE
- MATCHLINE

GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

OWNER:

TAYLOR MORRISON OF CAROLINAS INC
15501 WESTON PARKWAY SUITE 100
CARY, NC 27513

MAGNOLIA TOWNES
PHASE 1 SUBDIVISION PLAT
0 LAKE GLAD ROAD
MARK'S CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-5417 LAND SURVEYOR JOSEPH B. TAYLOR 07/17/23

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	2020110455
FILENAME	2020110455-F1
CHECKED BY	JBT
DRAWN BY	KMM
SCALE	1"=30'
DATE	12.01.2022

SHEET

FINAL PLAT

8-8

M:\Projects\TN\Fr\2020\2045512\4-Geomatics\Survey\Plats\2020112455-F1.dwg, 7/17/2023 10:24:08 AM, Katie Martin

15 E. Fourth Street Wendell, NC 27591
Telephone: (919) 365-4448 Fax: (919) 366-1462 www.townofwendell.com

STATE OF NORTH CAROLINA
WAKE COUNTY

I, David W. Royster III, being first duly sworn, hereby depose and say:

A. I am over eighteen years of age and competent to make this Affidavit. All statements made herein are based upon my personal knowledge.

B. I ("the Applicant") am the owner of certain real property located at:

0 Lake Glad Road, PIN: 1783569875

C. On or about September 9, 2021, the Applicant submitted to the Town of Wendell an Application for a Conditional District on the Property ("the Application").

D. The Applicant has acknowledged and agreed to the following conditions of approval adopted by the Wendell Town Board of Commissioners on March 14, 2022 for said CONDITIONAL DISTRICT:

1. The rezoned parcel (excluding those areas dedicated to the Town) may be used for, and only for, townhome units, accessory dwelling units, and accessory uses. Such uses shall be permitted by right as part of the approved conditional district.
2. The proposed development shall consist of front-loaded townhomes with a minimum front setback of 20ft and a minimum rear setback of 25ft.
3. The developer shall provide 2 access points along Lake Glad Road but shall otherwise be exempt from standard block length requirements.
    a. Since the S Main Street ROW is to be used for a greenway, meeting the standard block length requirement would require a third connection along Lake Glad Road, which would negatively impact safety and traffic flow along a major collector road.
4. The proposed development shall meet a minimum connectivity index of 1.2, instead of 1.5 (This calculation does not include the additional off-site connection to Fowlkes Street provided).

5. The developer shall dedicate approximately 8 acres to the Town for a future Town Park, in lieu of meeting otherwise applicable passive and active open space requirements (as shown in the conditional district master plan and further described in a development agreement to be approved by the Town Board.
6. The developer shall dedicate approximately 5 acres of land on the southern portion of the site to the Town of Wendell to be used by Public Works (as shown in the conditional district master plan and further described in a development agreement to be approved by the Town Board.)
7. The developer shall provide an 500ft off-site roadway extension of Harris Street (to connect through the site to Landing Place Drive at Lake Glad Road). To offset this off-site improvement, the Town will exempt the developer from Town frontage improvement which may otherwise apply to Lake Glad Road and shall require no improvements to the existing S. Main Street ROW (as described in a development agreement to be approved by the Town Board). This zoning condition shall not impact any roadway improvements required by NCDOT.
8. The developer shall dedicate 9.5ft of additional ROW along Lake Glad Road to facilitate future roadway improvements.
9. All interior units shall have a 1-car garage. All end-units shall have a 2-car garage.
10. All townhome units shall be a minimum 3-bedroom, 1500 sq.ft.
11. On-street parking shall only be permitted in designated spaces.
12. All garage doors shall include windows or carriage style adornments.
13. In order to promote variation in home appearance, no townhome unit within a building set can be constructed with a front-exterior elevation (front façade) or color palette that is identical to an adjacent dwelling unit.
14. A 10' wide asphalt multi-purpose side path shall be provided connecting the W Haywood Street ROW to the S Main Street ROW (where the Town proposes a greenway trail). This multi-purpose path connection shall be in lieu of any on-street bicycle lanes.
15. All end units shall have at least one window per floor on end elevations.
16. Vinyl siding shall be prohibited as a primary siding material, but may be used for secondary finishings such as window trim and fascia.
17. At least half of the units in each building shall incorporate board and batten or shake siding as an accent material.
18. At least half of the units in each townhome building shall have an 18" to 24" decorative water table on the front elevation.
19. To avoid monotony of exterior elevations, a 2' minimum offset in the front façade shall be incorporated every 3rd unit (at a minimum).

Further the Affiant sayeth not.

This the 31 day of May, 2022.

Signature: Donnie W. Poynter, III

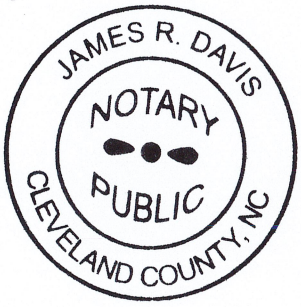
Sworn and subscribed before me this the 31 day of May, 2022.

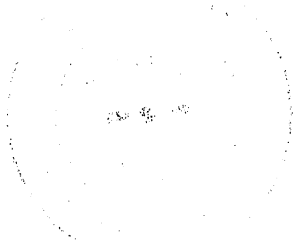
James R Davis

Notary Public

My commission expires: Jan 5, 2026

[Notarial Seal]





Excise Tax: $0.00 (no consideration)	Recording Time, Book and Page

Parcel Identifier Nos.: 1783554981 and 1783661290
Verified by _____ County on the ___ day of _____, 2024; By: _____

Mail after recording to Grantee
This instrument was prepared by: Alexander Ricks PLLC (MJH)

Brief Description for the index | New Lot 1 and New Lot 2, MB 2023, PGS 1666 - 1673

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this ___ day of February 2024, by and between

GRANTOR	GRANTEE
TAYLOR MORRISON OF CAROLINAS, INC., a North Carolina corporation Mailing Address: 15501 Weston Parkway, Suite 100 Cary, NC 27513	**TOWN OF WENDELL,** a political subdivision of the State of North Carolina Mailing Address: 409 Landing View Drive Wendell, NC 27591

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

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

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

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

The Property herein conveyed does not include the primary residence of Grantor.

The Property was acquired by Grantor by instrument recorded in Book 10620 at Page 183 of the Wake County public registry.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

This conveyance is SUBJECT TO all restrictions, conditions, reservations, easements, and other matters of record, but free and clear of any monetary liens by, through or under Grantor.

[*signature appears on the following page*]

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

TAYLOR MORRISON OF CAROLINAS, INC.,
a North Carolina corporation

By: _____
Name: Christopher Ferraguto
Title: Vice President

State of North Carolina County of Wake

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Christopher Ferraguto personally appeared before me this day and acknowledged that s/he is Vice President of Taylor Morrison of Carolinas, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, s/he executed the foregoing instrument.

Witness my hand and official seal, this the 2nd day of February, 2024.

Candice N Blakeslee
Notary Public, North Carolina
Wake County
My Commission Expires
March 5, 2028

_____
Notary Public
Candice N. Blakeslee
printed name of Notary
My Commission Expires: 03/05/2028

EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land situated in the Town of Wendell, Wake County, North Carolina and being more particularly described as follows:

BEING ALL of those certain lots or parcels of real property shown as "NEW LOT 1 (DEDICATED TO TOWN OF WENDELL), 220,612 S.F., 5.96 AC." and "NEW LOT 2 (DEDICATED TO TOWN OF WENDELL), 364,978 S.F., 8.38 AC." on that certain plat map entitled "Magnolia Townes Phase 1 Subdivision Plat", dated December 1, 2022, prepared by The John R. McAdams Company, Inc., and recorded in Map Book 2023 at Pages 1666 - 1673 of the Wake County Register of Deeds.

TOWN OF WENDELL NORTH CAROLINA

RESOLUTION ACCEPTING 13.44 ACRES OF PROPERTY FROM THE MAGNOLIA TOWNES COMMUNITY

RESOLUTION NO.: R-5-2024

WHEREAS, the Wendell Board of Commissioners is authorized to acquire property for public purposes pursuant to North Carolina law; and,

WHEREAS, a portion of the recorded final plat of the Magnolia Townes Community includes two lots consisting of approximately 13.44 acres dedicated to the Town of Wendell for Recreation Purposes and a Public Works Facility; and

WHEREAS, zoning conditions and the development agreement for the Magnolia Townes Community require the dedication provided for on the recorded plat; and

WHEREAS, the Board of Commissioners of the Town of Wendell has determined that said dedication of property should be accepted by the Town of Wendell.

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

Section 1. The Town of Wendell does hereby agree to accept approximately 13,44 acres of property in the Magnolia Townes Community, all pursuant to Statutes in force and effect in the State of North Carolina.

Duly resolved this 12th day of February, 2024, while in regular session.

_____
Virginia R. Gray
Mayor

ATTEST:

_____
Mary Beth Tew
Town Clerk

AGENDA ITEM NO. 3.d

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Stephanie Smith, Administration
ITEM TYPE:	Deeds of Easement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Buffalo Creek Greenway Deed of Easement
SPECIFIC ACTION REQUESTED:	Consider a motion to approve the Deed of Easement for Buffalo Creek Greenway
ITEM SUMMARY:	The Town is developing a public greenway along Buffalo Creek, and will require a perpetual non-exclusive easement of 6.43 acres north of Wendell Falls Parkway and west of Stone Arbor Way. The easement agreement includes the right to maintain and make improvements to the Easement Area. The full deed, as well as a map of the exhibit area are included in the item attachment. The will provide $1 to the willing property owner for conveyance of the easement. The easement connects Wendell Falls Parkway to the existing Buffalo Creek sewer easement behind the existing sewer pump station. While an access drive exists, no record of an easement was found. Thus necessitating the easement. The easement is part of the Phase I design of the Buffalo Creek Greenway currently scheduled to finish design in FY 2024 and start construction in FY 2025. Phase I extends from Wendell Falls Parkway across the Wendell Park property owned by the Town to the Wake County open space property. Future phases of Buffalo Creek Greenway will connect the Main Street Greenway in Downtown to the Wake County Robertson Mill Pond Preserve loosely following Buffalo Creek.

ATTACHMENTS:
Buffalo Creek Greenway Easement Deed.pdf

Prepared By: Jim Cauley, Attorney

Return Address: Bryan Coates, Planning Director
Town of Wendell
409 Landing View Drive
Wendell, NC 27591

BUFFALO CREEK GREENWAY EASEMENT DEED

THIS EASEMENT DEED ("Deed") is made and entered into as of the __ day of January, 2024 by and between **Starlight Homes North Carolina LLC** ("Grantor") and **TOWN OF WENDELL**, a political subdivision of the State of North Carolina ("Grantee")

WHEREAS, Grantor is the owner of certain real property located in Town of Wendell, North Carolina, which property (a) consists of approximately 6.43 acres located north of Wendell Falls Parkway and west of Stone Arbor way and is designated as "Open Space" on that certain plat entitled "Stone Arbor, Subdivision, Right of Way Dedication and Easement Plat" recorded in BM 2021, Page 1083, Wake County Registry and (b) is more particularly described in that document attached hereto as Exhibit A, and labeled thereon as "Buffalo Creek Greenway Easement Language – Site Description" (hereinafter, the "Easement Area");

WHEREAS, Grantee is developing a public greenway along Buffalo Creek through the Town of Wendell, including the Easement Area; and

WHEREAS, Grantor desires to grant a Grantee a perpetual non-exclusive easement over the Easement Area for the uses set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar ($1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor hereby gives and grants unto Grantee a perpetual non-exclusive right and easement over the Easement Area for public greenway, including the right to maintain and make improvements to the Easement Area.

For purposes of this conveyance, the greenway may include (but shall not be limited to) greenways and other public trail facilities, including (but not limited to) signage, lighting, vegetation and other infrastructure, including, but not limited to asphalt paths and boardwalks. Grantee shall have the right to grant easements or rights-of-way across the Easement Area for underground utilities or roadways incident to the use of the Easement Area consistent with the purposes set forth above. Grantee shall have the sole right to promulgate rules and regulations for the reasonable use of the Easement Area by the public, provided the Easement Area is used for the purposes stated herein. Public access to the Easement Area shall be made available via the public road, Wendell Falls Parkway. If reasonable access to the Easement Area is otherwise unavailable, Grantor further grants unto Grantee reasonable access from time to time to the Easement Area over any remaining contiguous property owned by Grantor for the purpose of developing and maintaining the Easement Area (but not for public access) for the purposes set forth herein; provided, Grantee shall (a) to the extent possible, utilize existing roads for such purposes, (b) repair any damage resulting from such access, and (c) upon request of Grantor, execute a supplemental instrument delineating an appropriate access route to provide the agreed access.

GRANTOR AND GRANTEE, for themselves and their heirs, successors, and assigns, further agree as follows:

1. Grantee shall be responsible, at its expense, for maintaining the Easement Area in a safe and clean condition in compliance with all applicable laws and in accordance with the purposes set forth herein, including construction and maintenance of a greenway trail, removal of trash, waste, litter, and cutting of grass within the Easement Area.

2. Grantor shall erect no permanent structure of any kind over or across the Easement Area, nor shall Grantor remove, replace, or alter the facilities, infrastructure, lighting, and vegetation within the Easement Area without the prior written approval of Grantee. Water shall not be ponded or impounded over or across the Easement Area, nor shall Grantor attempt to block or otherwise impede the natural flow of water. Grantor shall not take any action that would impede access to the Easement Area.

3. Grantor, for itself and its successors and assigns, reserves the right to grant easements or rights-of-way for utilities within the Easement Area for the benefit of Grantor's adjacent land, provided Grantor provides Grantee no less than thirty (30) days' written notice prior to commencement by Grantor (or its contractors or subcontractors) of any new construction in the Easement Area, and (ii) such easements do not unreasonably interfere with the Grantee's intended use of the Easement Area resulting from the implementation of such utilities. To the extent Grantor's grant of easements or rights-of-way for utilities within the Easement Area for the benefit of Grantor's adjacent land damages the greenway and/or the associated greenway facilities, Grantor shall promptly repair the greenway and/or associated greenway facilities to the specifications of the Grantee.

4. Grantee will, to the extent allowed by law, indemnify, protect and hold harmless Grantor and its successors and assigns from and against any and all loss, cost, damage and expense (a) arising from or out of the placement of any mechanics' or material's liens upon Grantor's property by any parties employed or engaged by Grantee; and (b) arising from, out of or in connection with any actions taken by Grantee (or its employees) in the performance of the work described herein, including without limitation, claims by third parties for personal injury, death, or damage to property provided that such claims are attributable to Grantee's willful or gross negligence.

5. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

IN WITNESS WHEREOF, Grantor has executed this Deed, by authority duly given the day and year first above written.

Starlight Homes North Carolina LLC

_____

_____, Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, certify that _____, who is either [ ] personally known by me or [ ] provided satisfactory evidence of his/her identity in the form of _____, personally came before me this day and acknowledged that he/she is the Manager of Starlight Homes North Carolina LLC, a limited liability company, and that he/she, as Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this _____ day of _____, 2024.

_____

_____, Notary Public

My Commission Expires: _____
(SEAL)

Surface 678, PA
215 Morris Street, Suite 150
Durham, NC 27701
www.surface678.com
p: 919.419.1199
f: 919.419.1669

Buffalo Creek Greenway

Re: Easement Language - Site Description

1/23/2024

To whom it may concern,

The current plans for the Buffalo Creek Greenway call for a 12-foot-wide pedestrian asphalt path with portions of the path needing to be elevated boardwalk due to wet conditions and ditch crossings.

Much of the greenway is within town-controlled property and follows an existing 20' utility easement (DB. 11543, PG 654 B.M. 2005, PG 741. The existing easement crosses private owned land approximately 70'-3 ¾" linear feet south of N 48"44'54" E 50.00 shown on plat dated 5/11/21 (see figure 1 and attached supplemental PDF).

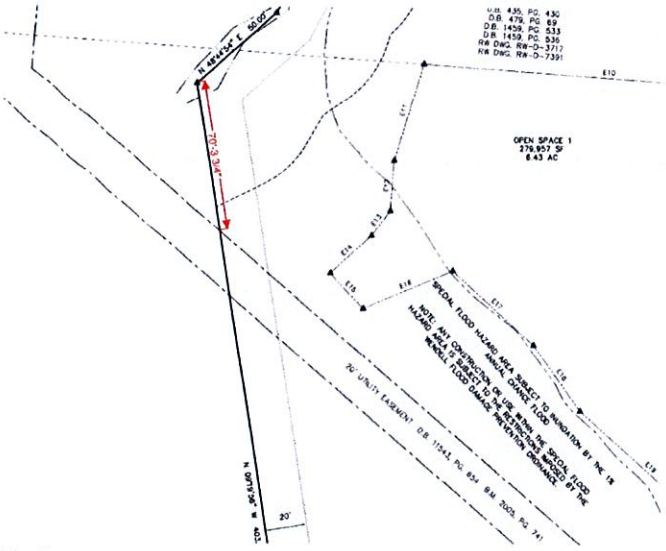
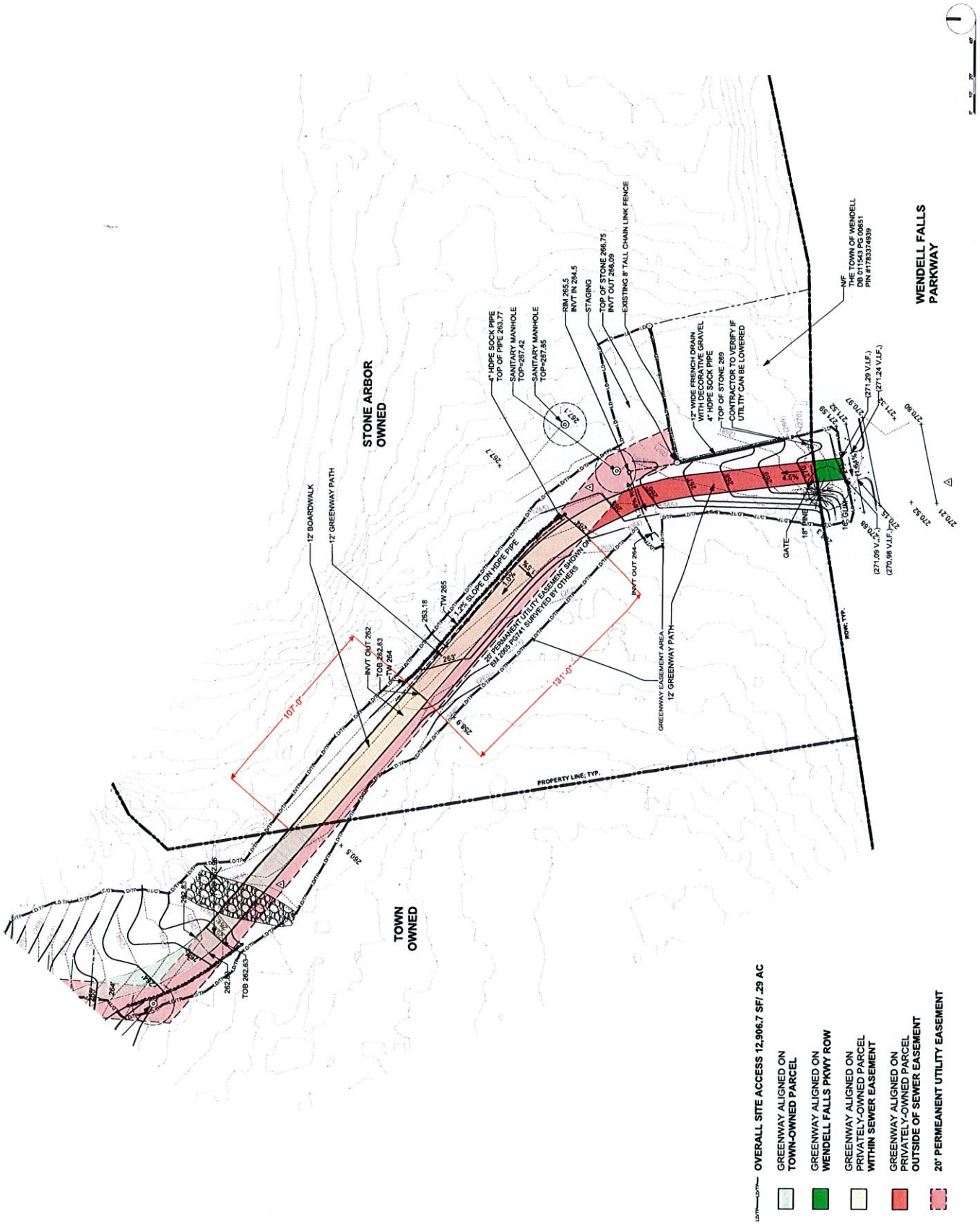


Fig. 1

From the intersection of the private parcel and sewer easement the Buffalo Creek Greenway enters as a 12ft wide boardwalk condition for approximately 105' linear feet. The 12ft wide path becomes a pedestrian asphalt path within the utility easement for another 127' linear feet. At this moment the Buffalo Creek Greenway will need dodge an existing Town operated Utility station, DB 011543 PG 00651, PIN # 1783374939. The greenway will turn south in order to meet up with the public Right-of-Way. Access on private land includes a total area of disturbance of approx. 12,906.7sf/.29ac. including staging for construction activity, grading extents, low boulder retainage, 12ft pedestrian asphalt path, and 12' wide boardwalk as previously mentioned. (see figure 2 and attached supplemental PDF).

Surface

Ex A (p. 2 of 2)


STONE ARBOR
OWNED
TOWN
OWNED
WENDELL FALLS
PARKWAY
12' BOARDWALK
12' GREENWAY PATH
4" HDPE SOCK PIPE
TOP OF PIPE 263.77
SANITARY MANHOLE
TOP=267.42
SANITARY MANHOLE
TOP=257.55
RIM 265.5
INVT IN 254.5
STAGING
TOP OF STONE 266.75
INVT OUT 266.09
EXISTING 8' TALL CHAIN LINK FENCE
12" WIDE FRENCH DRAIN
WITH DECORATIVE GRAVEL
4" HDPE SOCK PIPE
TOP OF STONE 269
CONTRACTOR TO VERIFY IF
UTILITY CAN BE LOWERED
NF
THE TOWN OF WENDELL
DB 011543 PG 00851
PIN #1783374939
INVT OUT 262
TOB 262.63
TW 264
TW 265
263.18
7.2% SLOPE ON HDPE PIPE
4.6%
20' PERMANENT UTILITY EASEMENT SHOWN ON
BM 2005 PG74 SURVEYED BY OTHERS
INVT OUT 264
GREENWAY EASEMENT AREA
12' GREENWAY PATH
GATE
18" PINE
16" GUM
107'-0"
131'-0"
PROPERTY LINE, TYP.
ROW, TYP.
OVERALL SITE ACCESS 12,906.7 SF/ .29 AC
GREENWAY ALIGNED ON
TOWN-OWNED PARCEL
GREENWAY ALIGNED ON
WENDELL FALLS PKWY ROW
GREENWAY ALIGNED ON
PRIVATELY-OWNED PARCEL
WITHIN SEWER EASEMENT
GREENWAY ALIGNED ON
PRIVATELY-OWNED PARCEL
OUTSIDE OF SEWER EASEMENT
20' PERMEANENT UTILITY EASEMENT

AGENDA ITEM NO. 3.e

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Mary Beth Tew, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval of Summary of Minutes from December 11, 2023
SPECIFIC ACTION REQUESTED:	Approve the Summary of Minutes
ITEM SUMMARY:	On Monday, December 11, 2023, at 7:00 p.m., the Town Board of Commissioners held a Regular Meeting at Town Hall, 409 Landing View Drive, Wendell, NC 27591. The attached Summary of Minutes are to be approved at the Town Board of Commissioners' Meeting and then posted to the website and kept in the Minutes Book.

ATTACHMENTS:
Summary of Minutes - December 11, 2023

TOWN OF WENDELL
TOWN BOARD OF COMMISSIONERS REGULAR SESSION MINUTES
December 11, 2023

The Wendell Town Board of Commissioners held their Regular Session on Monday, December 11, 2023, in the Town Board Room, Wendell Town Hall, 409 Landing View Drive.

Present: Mayor Virginia Gray, Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Joe DeLoach

CALL TO ORDER

Mayor Gray called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was led by Lake Myra Elementary School Student, Zoe Mortensen.

The invocation was provided by Wallace Johnson, from Wendell United Methodist Church.

1. OATHS OF OFFICE

1.a Administration of Oath of Office to Commissioner Braxton Honeycutt by the Honorable Mayor Virginia Gray

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

1.b Administration of Oath of Office to Commissioner Joe DeLoach by the Honorable Associate Justice Tamara Barringer

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

1.c Administration of Oath of Office to Mayor Virginia Gray by the Honorable Associate Justice Tamara Barringer

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

2. ELECTION OF A MAYOR PRO TEMPORE

2.a Election of Mayor Pro Tempore and Administration of Oath of Office to the Mayor Pro Tempore by the Honorable Mayor Virginia Gray

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

ACTION
Mover: Commissioner Joe DeLoach made a motion to approve Commissioner Joyner as Mayor Pro Tempore.
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Joe DeLoach
Nays: None
Vote: 5-0

3. ADJUSTMENT AND APPROVAL OF THE AGENDA

ACTION
Mover: Mayor Pro Tempore Jason Joyner made a motion to approve the agenda as presented.
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Joe DeLoach
Nays: None
Vote: 5-0

4. PUBLIC COMMENT PERIOD

The following people spoke during Public Comment Period:

Jon Olson, 115 Mattox Street
Regina Harmon, 6616 Tells Branch Road

5. CONSENT AGENDA

ACTION
Mover: Mayor Pro Tempore Jason Joyner made a motion to approve the Consent Agenda, removing 5d to become 6b.
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Joe DeLoach
Nays: None
Vote: 5-0

5.a Resolution to Approve the 2024 Town of Wendell Board of Commissioners Meeting Schedule

Staff Contact: Mary Beth Tew, Town Clerk, mtew@townofwendellnc.gov

5.b Resolution to Approve the 2024 Holiday Schedule

Staff Contact: Mary Beth Tew, Town Clerk, mtew@townofwendellnc.gov

5.c Fee-in -Lieu Request for a Portion of Roadway & Greenway Construction for Wendell Ridge Subdivision

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

~~5.d Resolutions Declaring Results of 2023 Bond Referendum and Intent to Reimburse Expenditures~~ (moved to 6b)

Staff Contact: Garrett Johnson
Finance Director
gjohnson@townofwendellnc.gov

Marc Collins
Town Manager
mcollins@townofwendellnc.gov

5.e A23-09: Resolution Directing the Clerk to Investigate a Non-Contiguous Annexation for Approximately 0.16 Acres, PIN: 1774439628, Located at 6824 Martin Street

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

5.f Wake County Tax Report

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

5.g Approval of Summary of Minutes from August 28, 2023

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

6. RECOGNITIONS, REPORTS, AND PRESENTATIONS

6.a Recognition of Lake Myra Elementary School Teacher, Mrs. Petra Spinnati

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

Mayor Gray recognized Mrs. Spinnati from Lake Myra Elementary School.

6b. Resolutions Declaring Results of 2023 Bond Referendum and Intent to Reimburse Expenditures (originally 5d)

Staff Contact: Garrett Johnson
Finance Director
gjohnson@townofwendellnc.gov

Marc Collins
Town Manager
mcollins@townofwendellnc.gov

Garrett Johnson, Finance Director, provided the staff report for this item.

ACTION	
Mover:	Mayor Pro Tempore Jason Joyner made a motion to approve the Resolutions Declaring Results of 2023 Bond Referendum and Intent to Reimburse Expenditures.
Ayes:	Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Joe DeLoach
Nays:	None
Vote:	5-0

7. PUBLIC HEARINGS

8. ADMINISTRATIVE ITEMS

9. OTHER BUSINESS

Update on Board Committees by Town Board Members:
Wendell Volunteer Fire Department Board of Directors - Mayor Pro Tempore Jason Joyner

10. COMMISSIONERS' REPORTS / COMMENTS

Mayor Pro Tempore Joyner said congratulations to those sworn in.

Commissioner Lutz said congratulations and Happy Holidays.

Commissioner Eatman said congratulations and thanked everyone for attending.

Commissioner Honeycutt thanked everyone and reminded everyone of the Oyster Roast coming up.

Commission DeLoach thanked Justice Barringer and said he appreciates the opportunity to serve and Merry Christmas and Happy Holidays.

11. MAYOR'S REPORTS / COMMENTS

Mayor Gray thanked staff for Wendell Wonderland, thanked the citizens and her family, and wished everyone a Happy Holidays.

12. CLOSED SESSION

ADJOURN

There being no further business to come before the Board the meeting was adjourned at 7:31 p.m.

_____
Virginia R. Gray
Mayor

ATTEST:

_____
Mary Beth Tew
Town Clerk

AGENDA ITEM NO. 3.f

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Mary Beth Tew, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval of Summary of Minutes from January 6, 2024
SPECIFIC ACTION REQUESTED:	Approve the Summary of Minutes
ITEM SUMMARY:	On Monday, January 6, 2024, at 8:00 a.m., the Town Board of Commissioners held an Organizational Retreat at Town Hall, 409 Landing View Drive, Wendell, NC 27591. The attached Summary of Minutes are to be approved at the Town Board of Commissioners' Meeting and then posted to the website and kept in the Minutes Book.

ATTACHMENTS:
Summary of Minutes - January 6, 2024

TOWN OF WENDELL
TOWN BOARD OF COMMISSIONERS REGULAR SESSION MINUTES
January 6, 2024

The Wendell Town Board of Commissioners held their Organizational Retreat on Saturday, January 6, 2024, in the Town Board Room, Wendell Town Hall, 409 Landing View Drive.

Present: Mayor Virginia Gray, Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Joe DeLoach

CALL TO ORDER

Mayor Gray called the meeting to order at 8:00 a.m.

1. RETREAT AGENDA

1.a Commission Rules of Procedure Review

Staff Contact: Marc Collins
Town Manager
mcollins@townofwendellnc.gov

Marc Collins, Town Manager, reviewed the Board's rules of procedure.

1.b Administrative Procedure Review

Staff Contact: Marc Collins
Town Manager
mcollins@townofwendellnc.gov

Marc Collins, Town Manager, reviewed all administrative procedures with the Board.

1.c Town Policy Review

Staff Contact: Stephanie Smith
Assistant Town Manager
ssmith@townofwendellnc.gov

Stephanie Smith, Assistant Town Manager, reviewed Town policies with the Board.

The Board discussed any policy changes they would like to see.

1.d Legislative Review

Staff Contact: Jim Cauley
Town Attorney

Jim Cauley, Town Attorney, reviewed current items in the General Assembly that could affect Wendell.

1.e Strategic Plan Review

Staff Contact: Stephanie Smith

Assistant Town Manager
ssmith@townofwendellnc.gov

Stephanie Smith, Assistant Town Manager, review the current strategic plan.

1.f Commissioner Committee Assignment Discussion

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

The Board reviewed the current Commssioner Committee Assignments and unanimously agreed to have Commissioner Honeycutt replace the vacant spot as alternate for the Wendell Volunteer Department Board of Directors. The Board also decided to keep all other committee assignments the same as before.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 9:13 a.m.

_____
Virginia R. Gray
Mayor

ATTEST:

_____
Mary Beth Tew
Town Clerk

AGENDA ITEM NO. 4.a

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Mary Beth Tew, Administration
ITEM TYPE:	Awards and Presentations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	Recognition of Carver Elementary School Teacher, Mrs. Lavonna Chilton
SPECIFIC ACTION REQUESTED:	Recognition

ITEM SUMMARY:

Mrs. Lavonna Chilton is an outstanding 4th grade teacher at Carver Elementary School where she has taught for 21 years. While I have only had the privilege of being her Principal for 3 years, I know the positive impact she has had and continues to have on her students, their families, and our staff.

Mrs. Chilton excels as a teacher because of her commitment to learning instructional practices that benefit ***all*** students. She understands the importance of educating the whole child and she firmly believes students cannot learn until they know you care. She has received state and local bonuses for high student growth multiple times because of her commitment to see all of her students succeed.

When you enter Mrs. Chilton's classroom you will see and feel an atmosphere built on trust, respect, and a commitment to learning. Mrs. Chilton has exceptional classroom management skills. Her class runs like a well-oiled machine. She plans exciting authentic learning tasks that lead to high student engagement and high academic achievement. She works hard to engage her students in the 4C's which holds them accountable for their learning. It is truly a pleasure to

see how well her students work together to problem-solve and support each other in the learning process. Ms. Chilton has high expectations for her students, and they rise to the occasion.

Although Mrs. Chilton has a model classroom where other educators can learn high-impact instructional strategies, she attributes to her success as a classroom teacher to building relationships with students.

It is with great Carver pride that I recognize Mrs. Lavonna Chilton today!

AGENDA ITEM NO. 4.b

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Marvin Collins, Administration
ITEM TYPE:	PowerPoint Presentations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	Presentation of the Wake County Public School System Strategic Plan
SPECIFIC ACTION REQUESTED:	Receive the presentation
ITEM SUMMARY:	The Wake County Public School System (WCPSS) will present the priorities of the school system as represented in the WCPSS Strategic Plan (see attached presentation). Similar presentations are being made in other Wake County jurisdictions. WCPSS will be represented by Dr. Clinton Robinson, Ed.D., Chief of Staff and Strategic Planning and Dr. Leigh Ann Alford-Keith, Ed.D., Senior Director of Innovative and Strategic Initiatives.

ATTACHMENTS:
WCPSS Strategic Plan_Wendell_2.12.24.pdf

Thank you for the opportunity to share!



wcpss.net/strategic-plan

ABOUT WCPSS

159,995 Students

Student Demographics	
White	42.8%
Black	21.9%
Latinx/Hispanic	19.3%
Asian	11.6%
Two or More Races	4%
American Indian	0.2%
Pacific Islander	0.1%
FRL	35.1%
AIG	16.1%
LEP	10.2%
Special Education	10.9%

199 Schools

120 Elementary
38 Middle
31 High
10 Multi-Level

20,000 Employees
11,000 Teachers

15th largest district in the nation

10th largest employer in NC

3	7	4	20
Priorities	Goals	Pillars	Aims

Strategic Plan

MISSION

Wake County Public School System will provide a relevant and engaging education and will graduate students who are collaborative, creative, effective communicators and critical thinkers.

VISION

All Wake County Public School System students will be prepared to reach their full potential and lead productive lives in a complex and changing world.

CORE BELIEFS

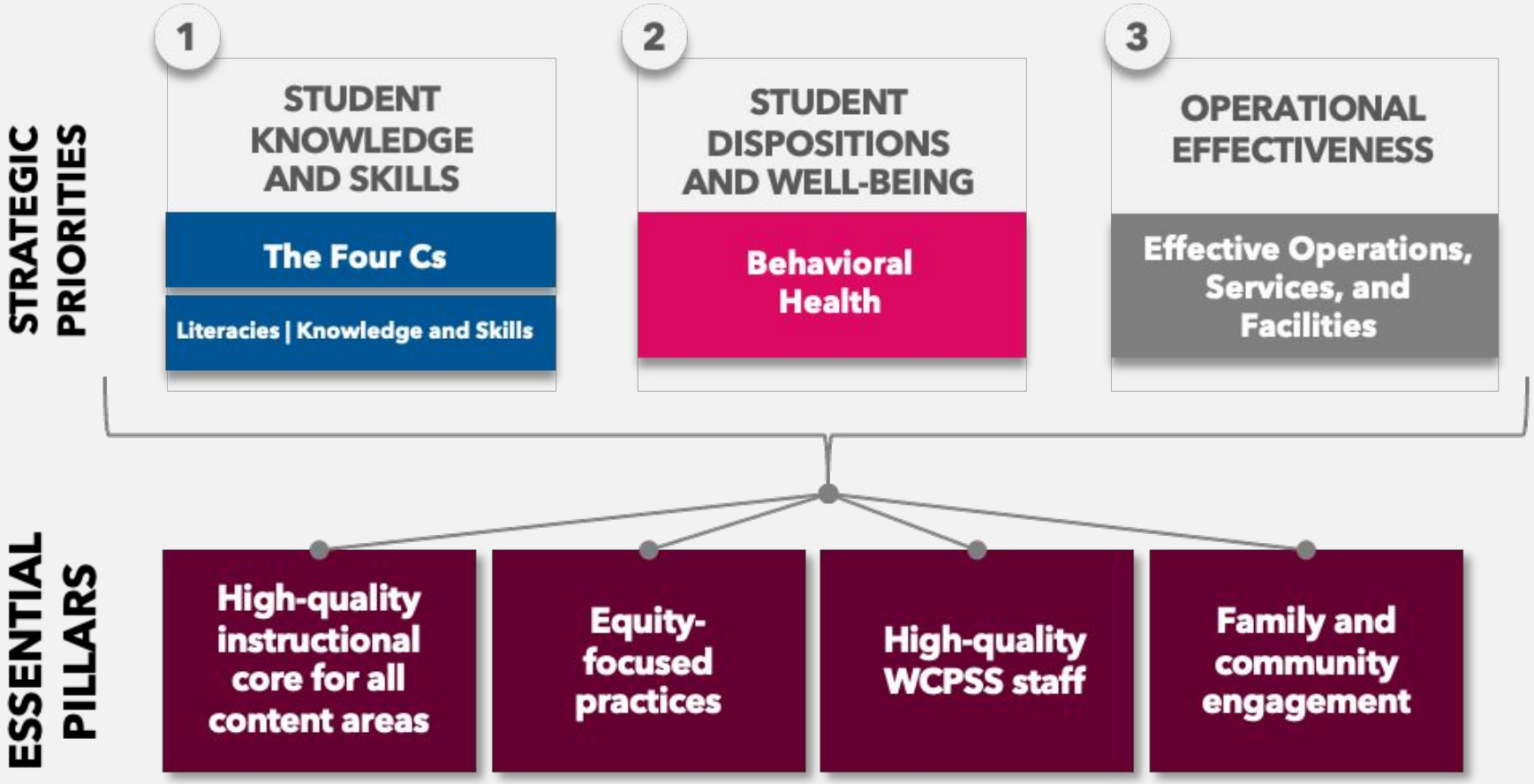
1. Every student is uniquely capable and deserves to be challenged and engaged in relevant, rigorous, and meaningful learning each day.
2. Every student is expected to learn, grow, and succeed while we will eliminate the ability to predict achievement based on socioeconomic status, race, and ethnicity.
3. Well-supported, highly effective, and dedicated principals, teachers, and staff are essential to success for all students.
4. The Board of Education, superintendent, and all staff, while sustaining best practices, will promote and support a culture of continuous improvement, risk-taking, and innovation that results in a high-performing organization focused on student achievement, well-being, and student agency.
5. The Board of Education, superintendent, and all staff value a diverse school community that is inviting, respectful, inclusive, flexible, and supportive.
6. The Wake County residents value a strong public school system and will partner to provide the support and resources to fully realize our shared vision, accomplish the mission, and sustain our core beliefs.
7. All students and staff deserve to work in optimal learning environments supported by sufficient resources, well-maintained facilities, and sustainable operational systems.



Our plan:

- Recommits to core academics, the Four Cs, family engagement and high-quality staff and
- Brings a new focus to equity, student well-being, and effective operations
- Sets goals around excellence and equity

Strategic Plan



Strategic Plan

PRIORITY 1

STUDENT KNOWLEDGE AND SKILLS

The Four Cs

Literacies | Knowledge and Skills

Students develop critical thinking, communication, collaboration, and creativity skills.

Students are challenged and engaged in relevant, rigorous, standards-aligned, and meaningful learning each day in

- Reading/Language Arts;
- Mathematics;
- Science;
- Social Studies;
- the Arts;
- Digital Literacy;
- Financial Literacy; and
- Other Content Areas.

GOAL 1: GRADUATION

By 2028, WCPSS will annually graduate **98%** of students prepared to reach their full potential and lead productive lives in a complex and changing world. By 2028, WCPSS will eliminate graduation rate disparities by race, ethnicity, gender, and socio-economic status.

GOAL 2: PROFICIENCY

By 2028, **90%** of WCPSS students will meet or exceed grade level proficiency. By 2028, WCPSS will eliminate proficiency disparities by race, ethnicity, gender, and socio-economic status.

GOAL 3: GROWTH

By 2028, **90%** of WCPSS schools will exceed the state-wide average for growth and **100**% of student subgroups will exceed the state-wide average growth.

Strategic Plan

PRIORITY 2

STUDENT DISPOSITIONS AND WELL-BEING

Behavioral Health

Students and staff are empowered individually and collectively to develop and apply the knowledge, skills, and dispositions for overall well-being and resilience.

GOAL 4: ATTENDANCE

By 2028, WCPSS will ensure **95%** of all students are in attendance at least **95%** of their days in membership and will eliminate disparities by race, ethnicity, gender, and socio-economic status.

GOAL 5: STUDENT WELL-BEING

By 2028, **90%** of WCPSS students will demonstrate the social-emotional competencies of self-awareness, self-management, social awareness, relationship skills, and responsible decision-making and eliminate any disparities by race, ethnicity, gender, and socio-economic status.

Strategic Plan

PRIORITY 3

OPERATIONAL EFFECTIVENESS

Effective Operations, Services, and Facilities

The district provides timely and consistent service for every student and an inviting, safe environment for teaching and learning at every school.

WCPSS operates efficiently, effectively and sustainably. All employees have the resources they need to do their best work and support student learning and growth.

GOAL 6: PARENT AND FAMILY EXPERIENCE

By 2028, **95%** of families surveyed will indicate low barriers to engagement and positive school climate. By 2028, WCPSS will eliminate any disparities along lines of race, ethnicity, gender, and socio-economic status.

GOAL 7: EMPLOYEE EXPERIENCE

By 2028, X% of WCPSS employees will respond agree or strongly agree to select questions associated with employee satisfaction, engagement and wellness and will eliminate any disparities identified along lines of race, ethnicity, role, and gender in the percent of employees responding agree or strongly agree to the same questions.*

**Baseline data will be established for this goal once the district implements an annual employee engagement survey for all staff.*

Strategic Plan Aims

Priority 1: Student Knowledge & Skills	Priority 2: Student Dispositions & Well-Being	Priority 3: Operational Effectiveness
1 | Professional Learning Communities	8 | Enrichment and Co-Curricular Activities	13 | Equity Framework
2 | Curriculum & Instruction	9 | Safe, Inclusive Learning Environments	14 | Resource Allocation
3 | Performance Data	10 | Disparities in Student Discipline	15 | Recruitment & Retention
4 | Special Education & Advanced Coursework	11 | Workplace Culture	16 | Metrics of Accountability
5 | Professional Learning Pathways	12 | Community Relationships & Resources	17 | Facilities and Technology
6 | Family Involvement		18 | Safety Upgrades
7 | Family & Community Partnership		19 | Reliable Transportation
		20 | Sustainability

3	7	4	20
Priorities	Goals	Pillars	Aims


Thank you!

AGENDA ITEM NO. 4.c

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Stephanie Smith, Administration
ITEM TYPE:	Awards and Presentations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	New Town of Wendell Website Preview
SPECIFIC ACTION REQUESTED:	Receive presentation previewing the new Town website.
ITEM SUMMARY:	In July of 2022, the Town released a Request for Proposals for the design of a new website. The goal for the redesign was to produce a website that is ADA-compliant and accessible, while also enhancing the user experience, streamlining content management, and providing more accurate information to residents, visitors, and the business community. After reviewing 28 submissions for the RFP, Administration, IT and Communications staff decided on Revize as the Town's web development partner. Revize has launched over 2,500 government websites, with clients such as St. Petersburg, Florida and New Bern, North Carolina. The last website redesign the Town conducted was in 2013. A project timeline was established in phases for the new website, including: • Initial Setup and Designer Selection • Discovery and Design Approval • HTML Development • CMS Enabling • Sitemap Development and Content Migration • Quality Assurance and Accessibility • Training and Beta Site Review All of this work was done collaboratively, with town staff being hands-on throughout the entire process to ensure the design was in alignment with our brand guidelines and accessibility needs.

Now, the Town’s website can be translated into 80 different languages. It also has new accessibility features for navigation aids, such as contrast adjustment, link highlights, bigger text, increased text spacing, a pause button for animations, a “hide images” feature, dyslexia friendly font, different cursor options, line height adjustments, text alignment adjustments, and saturation adjustability.

Additionally, Revize built the site according to 2.2 AA principles, otherwise known as the AA WCAG 2.2 Accessibility Standard. This ensures that the website is operable and all users, including those with disabilities, are able to interact and navigate the interface. This makes the website compatible for those using a device to read off the site as needed.

Let's take a look at where we've been and get a tour of where we're going with the new website.

AGENDA ITEM NO. 4.d

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Garrett Johnson, Finance
ITEM TYPE:	Awards and Presentations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	GFOA Distinguished Budget Presentation Award for Fiscal Year 2024 Budget
SPECIFIC ACTION REQUESTED:	Presentation only.
ITEM SUMMARY:	The Town of Wendell has been awarded its fifth consecutive and overall Distinguished Budget Presentation Award by the Governmental Finance Officers Association (GFOA) for the submittal of its Fiscal Year 2024 budget. While a balanced budget is required by North Carolina General Statute, the Town has chosen to participate in the GFOA's budget award program by going above and beyond general statute requirements. Each year, over 1,700 government jurisdictions across the United States and Canada receive recognition for transparent budgeting, of which, the Town of Wendell is one. The Town of Wendell was one of 65 jurisdictions within the state of North Carolina to receive the Distinguished Budget Award for FY 2024 budget submittals. To earn recognition, budget documents must meet program criteria and excel as a policy document, financial plan, operations guide, and communication tool. Submittals are evaluated by a panel of outside reviewers with experience in public-sector budgeting.

ATTACHMENTS:
FY 2024 - Budget Award
FY 2024 Certificate of Recognition

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Town of Wendell
North Carolina

For the Fiscal Year Beginning

July 01, 2023



Executive Director

The Government Finance Officers Association of the United States and Canada

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

Finance Department
Town of Wendell, North Carolina

The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director Christopher P. Morrill

Date: **November 1, 2023**

AGENDA ITEM NO. 5.a

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 12, 2024

SUBMITTED BY: Bryan Coates, Planning

ITEM TYPE: Annexation

AGENDA SECTION: PUBLIC HEARINGS

SUBJECT:

A23-09: Public Hearing for a Non-Contiguous Annexation of Approximately 0.16 Acres, PIN: 1774439628, Located at 6824 Martin Street

SPECIFIC ACTION REQUESTED:

Hold a Public Hearing for Annexation Petition A23-09 and consider Adopting the Attached Ordinance to Annex the Property into the Town of Wendell Jurisdiction.

ITEM SUMMARY:

Aster Abraha has submitted an annexation request for approximately 0.16 Acres, PIN: 1774439628, located at 6824 Martin Street in order to connect to city water. The property contains a single-family home on site.

The applicant would like to connect to municipal water as the property is not large enough for a well and septic. The existing well on site is being abandoned and the applicant will construct a septic tank. Municipal sewer is well over 1,000ft from the property. The existing septic is not within the applicant's property.

The location map and annexation ordinance are attached.

ATTACHMENTS:

Location Map - 6824 Martin Street Annexation
ORDINANCE TO ANNEX A23-09.doc


Legend
Proposed Annexation
Town Limits
ETJ
Wake County R-30
Town Limits
R-30
Eagle Rock Rd
Old Battle Bridge Rd
Martin Pond Rd
ETJ
Martin St
Martin Street
Proposed Annexation
ETJ
Knightdale Eagle Rock Rd
N
0 0.0125 0.025 0.05 Miles
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Return Address: Bryan Coates, Planning Director
Town of Wendell
409 Landing View Drive
Wendell, NC 27591

A23-09

ORDINANCE NO. O-02-2024
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF WENDELL, NORTH CAROLINA

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has 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 the Wendell Board Room at 7:00 p.m. on the 12th day of February, 2024, after due notice by publication on the 2nd day of February, 2024.

WHEREAS, the Board of Commissioners finds that the area described therein meets the standards of G.S. 160A-58.1(b) to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the Town;
b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
c. The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
d. No subdivision, as defined in G.S. 160D-802, will be fragmented by this proposed annexation:

WHEREAS, the Board of Commissioners further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Board of Commissioners further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and of the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the property within the parcel identified by PIN 1774439628 and also shown as the 0.16-acre tract located at 6824 Martin Street and on the below identified survey plat is hereby annexed and made part of the Town of Wendell, North Carolina, as of the date of adoption of this Ordinance on February 12, 2024. The survey plat that describes the annexed territory is that certain survey plat entitled “Annexation Plat, Satellite Extension of Corporate Limits of the Town of Wendell” and recorded in Book of Maps Book Number _____, Page Number _____, Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the attached described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Wendell and shall be entitled to the same privileges and benefits as other parts of the Town of Wendell. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Wendell 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, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of the ordinance. Such map shall also be delivered to the County Board of Elections as required by G.S. 163.228.1.

Duly adopted the 12th day of February 2024.

(Town Seal)

_____
Virginia R. Gray, Mayor

ATTEST:

_____
Mary Beth Tew, Town Clerk

APPROVED AS TO FORM:

_____
James P. Cauley III, Town Attorney

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

CLERK'S CERTIFICATION

I, **MARY BETH TEW,** Town Clerk of the Town of Wendell, North Carolina, do hereby certify that the attached is original ordinance **#O-02-2024**, as adopted by the Wendell Board of Commissioners on the 12th day of February, 2024 for property owned by **Aster Abraha,** and is approved for recording in the Wake County Register of Deeds.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Wendell, North Carolina this _____ day of _____, 2024.

[TOWN SEAL]

_____
Mary Beth Tew, Town Clerk

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 12, 2024

SUBMITTED BY: Jeff Polaski, Administration

ITEM TYPE: Project

AGENDA SECTION: ADMINISTRATIVE ITEMS

SUBJECT: Wendell Park Improvements

SPECIFIC ACTION REQUESTED: Approve the Wendell Park Improvements

ITEM SUMMARY:

Four Pickleball Courts ($478,500)

Design

- Design and permitting of the work, for a minor site plan, electrical work to install lighting at the courts.
- General Conditions
- Permit fees allowance of $1000
- Supervision of the work
- Layout and staking
- Proof roll for subgrade, proctor density for fill materials, density testing and asphalt testing
- Clean up (progressive and final)
- Temporary fencing around perimeter during construction
- Temporary utilities for use during construction
- Performance and Payment bonds
- Builders Risk Insurance
- Waste disposal and landfill fees

Site Preparation

- Allowance of $60,000.00 for: erosion control, stripping site, fill materials to raise elevation of courts and taper to existing grade, grading to drain site, backfill after court installation and fine grading.
- Court installation to include 161’ x 74’ four court layout, ADA accessible with asphalt installation, court surface, nets, fencing and gates.
- Landscaping and Seeding allowance of $10,000.00 for seed / sod to establish permanent cover

around perimeter and areas disturbed by grading and court installation
- Court lighting to include (6) dual head LED light poles with bases spaced to provide ample court lighting. Lighting controlled with contactor / timeclock and photocell.
- Electrical Service to be 100amp single phase. Power company to bring power to meter base. No primary fees or charges are included in this budget.
- Trenching, conduit and wire to be installed around court perimeter, with (8) 120v GFI outlets in addition to pole lighting.

Lighting for Field 3 ($190,000)

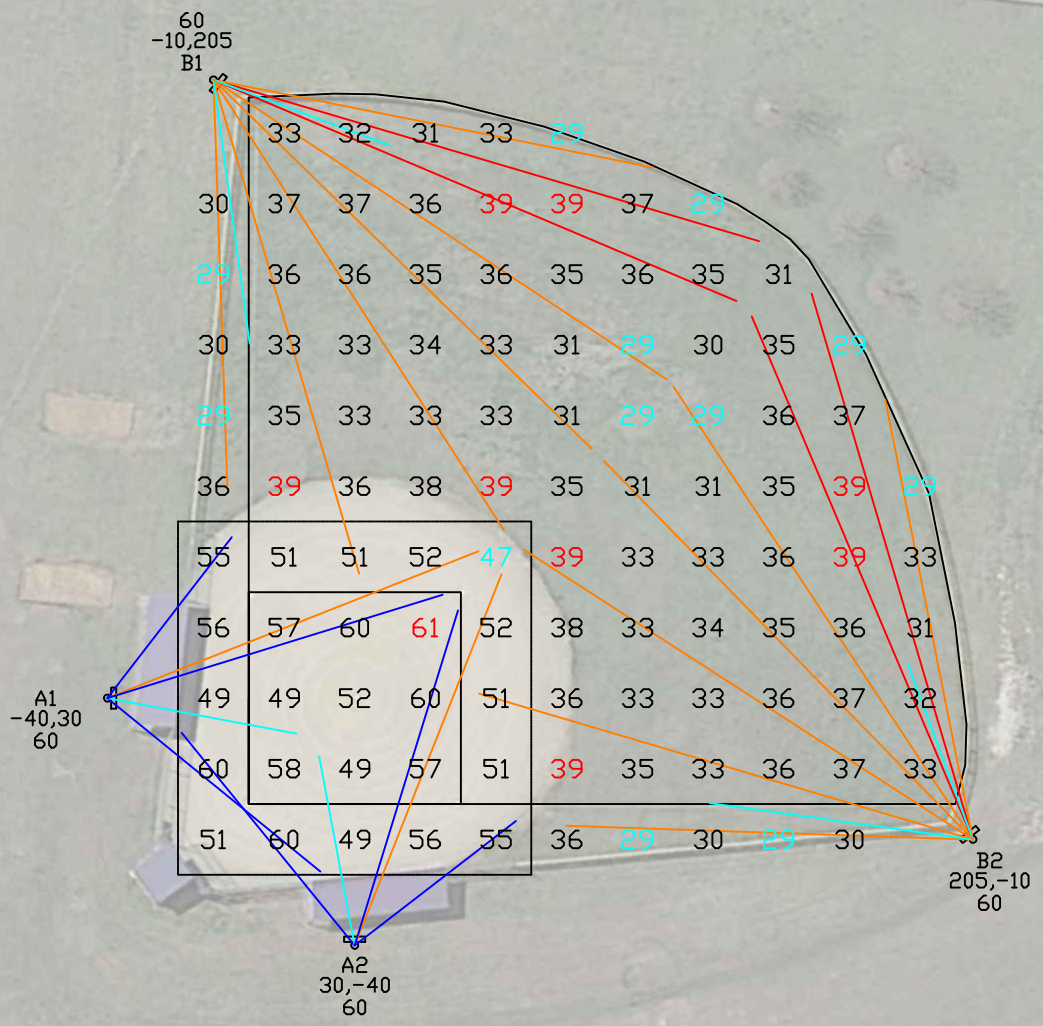
- New GEO Sports Lighting Fixtures on Steel Poles
- (30) new GEO Sport 630WCLIR Series LED fixtures
- (4) New 60’ MH Steel Poles encased in concrete with Steel Cross Arms
- New service panel for control of lights installed on galvanized steel structure with sub panel for scoreboard and scorers booth power
- New underground wiring trenched to new poles
- Wire Customer provided & installed Scoreboard and Receptacle at Scorers Booth
- Clean up disturbed areas
- Scoreboard
- Batters Eye
- Field aiming using factory computer generated aiming chart

ATTACHMENTS:
TOWN OF WENDELL TOWN PARK (SB) CLIR TSLSV 650w r1.pdf
Proposed Pickleball Location.pdf

GEO SPORT LIGHTING

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
A1	-40	30	60ft		1	3	1	5	3.2
A2	30	-40	60ft		1	3	1	5	3.2
B1	-10	205	60ft	2	6		2	10	6.4
B2	205	-10	60ft	2	6		2	10	6.4
Total				4	14	6	6	30	19.1

NEW POLES



EW60
CLIR TSL SV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 6
kw these luminaires = 3.8

M20
CLIR TSL SV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 14
kw these luminaires = 8.9

N15
CLIR TSL SV 650W
Light Loss Factor = 0.950
Watts per luminaire = 629
Number luminaires used = 4
kw these luminaires = 2.5

W40
CLIR TSL SV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 6
kw these luminaires = 3.8

200/220/200 SOFTBALL
107 points (25 infield, 82 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	34	54
Maximum	39	61
Minimum	29	47
Avg:Min	1.17	1.15
Max:Min	1.34	1.30
Coef Var	0.09	0.08
UnifGrad	1.34	1.22

GEOSPORT LIGHTING

WENDELL TOWN PARK, TOWN OF WENDELL, NC, SB, D1

Revision 1	11/07/23	Drawing 1 of 1	877-663-5968 WWW.GEOSPORTLIGHTING.COM


W Third St
380.51 ft

AGENDA ITEM NO. 6.b

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 12, 2024
SUBMITTED BY:	Jeff Polaski, Administration
ITEM TYPE:	Policies
AGENDA SECTION:	ADMINISTRATIVE ITEMS
SUBJECT:	Town of Wendell Sponsorship Policy
SPECIFIC ACTION REQUESTED:	Approve the Town of Wendell Sponsorship Policy

ITEM SUMMARY:

Staff has developed a Sponsorship Policy to formalize the effort to seek sponsors for Town programs and events. The purpose of this policy is to define the conditions and guidelines for relationships between sponsors and the Town of Wendell. Sponsorships are a valuable source of revenue and should be managed in a way that best maintains the Town's reputation and values while providing support for Town programs and services.

The policy outlines the definition and criteria of sponsorship, and provides an overview of what shall be considered in any sponsorship offer. The policy also speaks to the criteria used to determine if an offer is unsuitable. Examples of recognition are included in the policy, and more specifically outlined in the brochure, which is included as an attachment.

Each approved sponsor will enter into an agreement with the Town, which will cover desired and offered support, benefits to both parties, terms of recognition, content duration of the proposed public recognition of support, as well as circumstances that warrant termination of the sponsorship agreement.

The brochure outlines the cost and levels of sponsorship, which may be adjusted each year in coordination with the Board's adopted Fee Schedule.

ATTACHMENTS:
Sponsorship Brochure.pdf
Town of Wendell Sponsorship Policy.pdf





Wendell Parks and Recreation prides itself on enriching the lives of Wendell residents and visitors by offering great experiences, affordable recreation and community activities, and well-maintained facilities and parks. As our community grows, so does the need for additional resources to maintain and expand programs and events.

We appreciate our sponsors and are happy to use our resources to help you see a positive return on your investment. Each sponsorship package offers opportunities to get your name out into the community through our programs and events.

On behalf of Wendell Parks and Recreation, we appreciate your sponsorship.

SPONSORSHIP GUIDE

601 W. Third Street, Wendell, NC 27591
919-366-2266



Athletic Sponsorships



Team Sponsor
$200.00

For this fee, each team will be wearing a shirt with your company logo proudly displayed on the front. Your company name will also be the team's name and will be printed on every game schedule.

Outfield Signs
$500.00

Outfield signs are a great way to have your company name displayed on a field throughout the year.



We have 5 ball fields waiting for you to put your company name on the fence and under the lights. This fee is a 3-year contract. A 4 x 8 foot sign displaying your company logo will be hung on the outfield fence during our spring, summer and fall seasons. These signs are taken down and stored during the winter.



Child Sponsor
$50.00 or $90.00

We have never, nor will we ever deny a child the opportunity to play ball with Wendell Parks and Recreation. Our registration fees are $50.00 for residents and $90.00 for non-residents. You can sponsor a child simply by paying a registration fee.

Sponsorship Levels

Platinum Level

- Co-headline for any 1 event
- Logo on Town website
- Social media mentions
- Preferred event space
- Company banner at event
- Logo on promotional material

Gold Level

- Logo on Town website
- Social media mentions
- Preferred event space
- Company banner at event
- Logo on promotional material

Silver Level

- Logo on Town website
- Social media mentions
- Logo on promotional material

Bronze Level

- Logo on Town website
- Social media mentions

Community Event Sponsorships



Wendell Fireworks Show

The Wendell Fireworks Show is held every year on July 2 to celebrate Independence Day. Fireworks are shot from Wendell Community Park, with spectators both inside the park and around the community. Estimated attendance: 8,000.

Plantinum Level Sponsor: $20,000
Gold Level Sponsor: $10,000
Silver Level Sponsor: $5,000
Bronze Level Sponsor: $2,500

Halloween Treat Trail



The Halloween Treat Trail is held on the Friday before Halloween every year. The non-scary trail walk takes place on the walking trail at Wendell Community Park with local businesses and organizations handing out candy to children in costumes. Estimated attendance: 3,500.

Platinum Level Sponsor: $7,500
Gold Level Sponsor: $2,500
Silver Level Sponsor: $1,000
Bronze Level Sponsor: $500



Wendell Wonderland

Wendell Wonderland is held on the first Friday of December every year. The event takes place in Downtown Wendell and includes a craft fair, live entertainment, trolley rides, and a visit from Santa. Estimated attendance: 4,500

Platinum Level Sponsor: $10,000
Gold Level Sponsor: $5,000
Silver Level Sponsor: $2,500
Bronze Level Sponsor: $1,000

Adopted:
Supersedes:
Policy Number:

TOWN OF WENDELL SPONSORSHIP POLICY

Purpose: The purpose of this policy is to define the conditions and guidelines for relationships between sponsors and the Town of Wendell. Sponsorships are a valuable source of revenue and should be managed in a way that best maintains the Town's reputation and values while providing support for Town programs and services.

Section 1. Policy Statement

The Town of Wendell will seek sponsors that further the Town's mission by providing monetary or in-kind support for the Town in a manner that respects the noncommercial nature of Town property and services. In the interest of maintaining public trust and the reputation of the Town, the Town of Wendell has sole discretion over who is eligible to become a sponsor according to the terms of this policy. The Town will not consider sponsors that manufacture or provide services or products or take positions inconsistent with local, state or federal law or with Town policies, positions or resolutions. Sponsorships are meant to aid in the support of Town programs and services.

Whenever possible, sponsorships should be linked to a specific Town facility or service. The establishment of a sponsorship does not constitute an endorsement by the Town of the sponsor, its organization, products or services. This policy defines sponsorship and sets the criteria, acceptable recognition message formats, permissible recognition messages, the levels of sponsorship, the sponsorship agreement, and the sponsorship appeal process.

Section 2. Definition of Sponsorship

'Sponsorship' is financial or in-kind support from an outside person or entity, including other governmental or quasi-governmental organizations, (collectively "outside entity") to associate outside entity's name, logo, products or services with a town facility or service. Sponsorship is a business relationship in which the Town and the outside entity exchange goods, services and/or financial renumeration for the public display of an agreed-upon sponsorship recognition message.

Section 3. Criteria for Sponsorship
The Town recognizes and confirms that entering into a sponsorship agreement is not an endorsement of that sponsor or its services or products; however, sponsorships do imply some affiliation between the Town and the sponsor. The Town will reject any sponsorship agreement that poses a threat to public trust, the public's perception of the Town's abilities, or that the Town deems might have a negative impact on its mission, image or values.

Sponsorships and outside entities that the Town deems to be unsuitable for the specific audience or contrary to the community standards of appropriateness for the facility or service, are prohibited, including the following subject matters:

1. Naming associations with tobacco (does not exclude family names), alcohol, contraceptives, religious organization, political candidates, or adjudicated felons are prohibited.
2. Any message that may adversely impact the mission, image, values and goals of the Town of Wendell.
3. Naming should be inclusive and in no way should exclude or intimidate any person(s).

The following criteria shall also be considered in evaluating each offer:

1. The extent and prominence of the sponsorship recognition message.
2. The aesthetic characteristics of the public display of sponsorship.
3. How sponsorship contributes to the mission, values and image of the Town.
4. The proposed level of support from the sponsor.
5. The cooperation necessary and level of support from other Town Departments to implement the sponsorship.
6. The value of the Sponsor's resources in contribution to fulfilling the Town's overall mission.
7. Any circumstance that might affect or undermine public trust or public confidence in the Town's impartiality or interfere with the efficient delivery of Town services or operations. Sponsorship agreements should not be made with sponsors who have the potential for conflicts of interest between the sponsor and Town officers, employees, or Town affiliates. Additionally, the Town should consider the potential that the sponsorship could damage the Town's reputation or relationship with its citizens, or the possibility to otherwise diminish the ability of the Town to govern its citizens or take away from the Town's mission.
8. The length of term for any Sponsorship Agreement may be limited to a single event or for a specified period. The cost of upholding the Sponsorship Agreement and the resulting financial return to the Town should be considered in this process.

Section 4: Potentially Acceptable Recognition Message Formats
Sponsors will receive appropriate recognition based on their level of contribution. Recognition of sponsors does not equal endorsement of sponsor's products or services. The Town may recognize sponsors in any of the following ways:

-Publicity through the Parks and Recreation Department website
-Co-naming rights at events
-Business name/logo on sign at main staging area of events
-Booth space
-Digital marketing
-Sponsorship banner
-Acknowledgment from Mayor and/or Commissioner at civic events

Section 5: Permissible Recognition Messages
Sponsorship recognition messages may identify the sponsor or product, including the use of sponsor or product logos and marks, but should not promote or endorse the sponsor or its products or services. Messages cannot, unless otherwise permitted herein, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations will not be accepted.

Other proposed forms of sponsorship recognition messages, other signage and other visible advertising will be considered on a case-by-case basis, consistent with this policy.

Section 6: Sponsorship Agreement
A sponsorship agreement will be formed following the Town's acceptance of a sponsor which will outline the terms and conditions of the sponsorship. Sponsorship can be initiated once an agreement is completed between the Town and the sponsor. Each sponsor will experience the same sponsorship agreement procedure that will cover all aspects of a sponsorship, such as rate chart and schedule.

The sponsorship agreement will cover desired and offered support, benefits to both parties, terms of recognition, content duration of the proposed public recognition of support, as well as circumstances that warrant termination of the sponsorship agreement. The agreement will be in writing and signed by both parties.

The Town of Wendell will not make any statements that directly advocate or endorse a sponsor, their products, or services.

All materials or communications, including, but not limited to print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship using the Town's name, marks, or logo, must follow the Town of Wendell Logo Use Policy.

Section 7: Levels of Sponsorship
See Sponsorship Brochure for current Levels of Sponsorship.