Wendell Planning Board

Board Room

Town Hall, 409 Landing View Drive, Wendell, NC, 27591

Regular Session Agenda

Tuesday, January 20, 2026 @ 7:00 PM

CALL TO ORDER

A quorum of five members of the Planning Board is required before taking official action.

- Welcome by Chairman Jonathan Olson
- Pledge of Allegiance by Planning Board Representative
- Swearing-in of New Planning Board Member: Kenneth Weeden

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

2. ADJUSTMENT AND APPROVAL OF THE MINUTES

2.a October 20, 2025 Planning Board Minutes

Staff Contact: Jeannine Ngwira
Planner II

jngwira@townofwendellnc.gov

3. NEW BUSINESS

3.a PUD22-01A – Request to Amend the Previously-approved PUD22-01 Wendell Commerce Center to PUD22-01A Wendell Commerce Center to Revise Sign Regulations Contained in the Document

Staff Contact: Stacy Griffin
Assistant Planning Director

sgriffin@townofwendellnc.gov

3.b CD25-03 – Request to Rezone Approximately +/- 8.97 Acres from Rural Agriculture (RA) to Neighborhood Center Conditional District (NC-CD) to Create An Event Venue, Eagle Rock Park

Staff Contact: Bryan Coates
Planning Director

bcoates@townofwendellnc.gov

4. PLANNING DIRECTOR UPDATES

ADJOURN

AGENDA ITEM NO. 2.a

Item Cover Page

PLANNING BOARD AGENDA ITEM REPORT

DATE:	January 20, 2026
SUBMITTED BY:	Jeannine Ngwira
ITEM TYPE:	Minutes
AGENDA SECTION:	ADJUSTMENT AND APPROVAL OF THE MINUTES
SUBJECT:	October 20, 2025 Planning Board Minutes

ATTACHMENTS:
10-20-2025 Mins FINAL.pdf

Town of Wendell
Town of Wendell Planning Board
Monday October 20, 2025 @ 7:00 PM
Town Board Room

MINUTES

Members Present: Matthew Meinig, Tevis High, Graham Andres, Lewis Hardee, Nate Wyscarver

Members Absent: Gregory Hopkins Jr., Caleb Sanderson, Jonathan Olson, Kenneth Weeden

Staff Present: Bryan Coates, Planning Director; Stacy Griffin, Assistant Planning Director; Kevin McCarthy Planner III, Jeannine Ngwira, Planner II

Call to Order

Bryan Coates called the meeting to order at 7 p.m.

- Introductions of members and staff

1. Administrative Items

- Oaths of Office given by Town Clerk Mary Beth Tew to the new Planning Board Members
  - Graham Andres
  - Lewis Hardee
  - Nate Wyscarver
- Elections
  - Jon Olson was elected Planning Board Chairman
  - Tevis High was elected Planning Board Vice Chairman
- Pledge of Allegiance

2. Adjustment and Approval of the Agenda

Matthew Meinig made a motion to approve the agenda and Graham Andres seconded the motion. All were in favor and the motion passed unanimously.

3. Adjustment and Approval of the Minutes

Matthew Meinig made a motion to approve the minutes and Graham Andres seconded the motion. All were in favor and the motion passed unanimously.

4. New Business

PUD25-01 - Request to Rezone Approximately 83 Acres from Wake County Highway District (HD) and Residential 30 (R30) to Planned Unit Development (PUD25-01) to Create an Industrial and Commercial Planned Unit Development Known as Wendell Exchange

Planning Director Bryan Coates said that the applicant is requesting to rezone approximately 83 acres from Wake County Highway District (HD) and Residential 30 (R30) to Planned Unit Development (PUD25-01) to create an industrial and commercial Planned Unit Development known as Wendell Exchange.

Mr. Coates explained that Planned Unit Developments (PUD) consist of at least two components – a rezoning, which is heard before both the Planning Board and Board of Commissioners, and a Special Use Permit, which is a quasi-judicial hearing before the Board of Commissioners.

Mr. Coates said that this proposal is for +/- 83 acres and is comprised of two parcels owned by Dorothy Knott Preston. The parcels can be referred to by Wake County PINs 1764686455 and 1765609604 and are located along US-64 Business and Keiths Road.

Mr. Coates said that the proposed PUD is divided into three zones. The zones are configured so that less intense uses occur along US-64 and transition to the more intense uses in the back of the business park. Zone 1 is adjacent to US-64 and is intended for commercial development. Zone 2, in the middle of the site, is flexible and will allow for both commercial and industrial focused development. Zone 3 is adjacent to Keiths Road at the rear of the development and is intended for industrial type uses.

Mr. Coates said there is no residential development proposed within this PUD and that a complete list of uses for each zone is included in the PUD document, which has exhibits related to the proposed PUD. If approved, the PUD document will serve as preliminary plan approval and development sites would be submitted as Construction Drawings. He explained that staff has confirmed with City of Raleigh Public Utilities that this approach meets their requirements as well.

Mr. Coates said that the applicant has proposed the following additional design guidelines for the project:

For Commercial Buildings:

- These standards apply to all facades except for rears, unless facing streets or civic gathering spaces.
- At least 80 percent of the facades shall consist of one or more of the following approved materials: Brick or glazed brick, wood, cementitious fiber board, stone, cast stone, stone masonry units, architectural concrete block, concrete tilt panels, metal composite panels, glass, marble or similar material. Metal composite panels shall be a minimum of 2’ x 2’ in size and shall have a generally flat appearance (i.e. shall not have a corrugated or lap-siding exterior appearance).
- Facades may also consist of the following materials provided that they comprise no greater than 20 percent of the façade area: concrete masonry units (CMU), exterior insulation finishing systems (EIFS), split face block, or concrete block. Cinder block is not permitted.

For Industrial Buildings:

- Industrial buildings in Zone 2 or Zone 3 are exempt from the building design requirements of Chapter 5 of the UDO. All Industrial Buildings will incorporate changes in color, building materials, and/or projection every 100' of façade. All mechanical units shall be screened from the public right of way or a residential use. Unit mounted screens are permitted.

Mr. Coates said Wendell Exchange will provide a 15-foot streetscape buffer along US 64 Business and Keiths Road that will serve as a gateway to the development.

Mr. Coates said that the PUD states that reasonable efforts will be made in order to maintain the perimeter buffers in an undisturbed condition; however, where disturbed/graded the buffers will be replanted.

Regarding open space dedication, Mr. Coates said that the UDO does not require open space dedication for non-residential development; therefore, no open space is required.

In reference to utility services, Mr. Coates explained that water and sewer service will be provided to the site via the Town's agreement with Raleigh Water.

Mr. Coates said that the applicant is anticipating a three-year buildout schedule. They expect to commence site work as early as possible and target 2029 as their earliest build out timeframe.

Regarding transportation, Mr. Coates explained that UDO Section 16.11 requires a Traffic Impact Analysis (TIA) for a development plan that exceeds 100 peak hour trips per day. The TIA improvements are based on 1,187 a.m. peak hour trips and 1,148 p.m. peak hour trips. Total trips are estimated at 11,679 per day.

Two intersections will be monitored for a traffic signal at Three Sisters Road and US 64 Business and Keiths Road and US 64 Business.

Along Future Access #4 and Three Sisters Road, the TIA calls for a 200-foot right turn lane from US 64 onto Three Sisters Rd as well as a 350-foot left turn lane from Three Sisters Rd onto eastbound US 64.

There are three access drives along Keiths Road with a right-turn lane required at Access #1. All three site drives will be marked for both left and right turns onto Keiths Road. Keith's Road in the Town's Transportation Plan calls for a three-lane roadway with a center turn lane. The development will be required to build half of the future roadway along the frontage.

Mr. Coates said that Blueprint Wendell 2030 classifies the parcels as Innovation District. This area was part of a Land Use Plan amendment (LUPA) in 2023 as a result of a Wake County Economic Development Site Identification Study. The Wendell Boulevard corridor will have a future transit service connecting Knightdale and the Wake Tech campus.

Mr. Coates explained that the Innovation District includes a wide variety of non-residential uses such as light industrial, research and development, flex space, office, education facilities, breweries, lodging, retail, and personal services. The proposed project meets the characteristics outlined in the description of the Innovation placetype as it relates to uses and overall street pattern. Uses include commercial and industrial designated uses. Since this is a Planned Unit Development, the internal street network has not been completely designed yet although a 30-foot-wide drive within a 50-foot access easement has been shown on the exhibit and provides east-west connectivity.

Mr. Coates explained that any recommended change to the zoning map should be accompanied by a statement explaining how the change is/is not consistent with the comprehensive plan and is/is not reasonable in nature.

He said that the proposed development is consistent with the Innovation District placetype because the allowed uses within the PUD document are consistent with the description of the Innovation District. Wendell Exchange is also already within the Innovation District as shown on the updated Blueprint 2030 map.

He said the plan is consistent with Blueprint Wendell 2030, and can be considered reasonable as it assists with the plan goals listed below:

- Economic Development E1. Support development of key nodes (large and small) where commercial uses can offer the most benefit.
- Economic Development E3. Diversify the local economy and increase employment opportunities in Wendell.
- Economic Development E3.3 Create space (land and buildings) to meet varied demands.
- Economic Development E3.4 Focus on job creation.
- Economic Development E3.5 Strengthen partnerships with businesses, institutions, and neighboring jurisdictions.
- Connectivity C1. Create land use patterns that work with, not against, the transportation system.

Mr. Coates said that the Town of Wendell has adopted a water allocation policy that contains a goal of achieving a tax base of 60 percent residential and 40 percent

commercial/industrial. Wendell's historical development pattern has been predominately residential, leading to a current tax base of approximately 80 percent residential and 20 percent commercial/industrial.

The Town of Wendell's Economic Development Strategic Plan identifies a variety of priorities related to creating jobs and employment within the Town of Wendell. The following goals are listed below.

Strategic Plan Goal 2.1- Work to grow and locate companies in Wendell to create jobs.

- Identify future mixed use/business park locations suitable for attracting companies.
- Create a site readiness matrix to help prepare sites for development.
- Create a program of site/building identification and development to be "prospect ready."

Mr. Coates said that staff has reviewed the PUD document. If the PUD is approved, future site plan submittals will be sent to staff and the Technical Review Committee for comment and approval.

He also explained that neighborhood meeting was held in person on August 21, 2025, with six people in attendance.

Lewis Hardee asked if the proposed project meets all of the stub requirements. Mr. Coates said that it does and showed the locations of the stubs on the project.

Nate Wyscarver asked if the primary goal is to be commercial or corporate or family. He saw breweries in the list of permitted uses, so he wanted to know the primary intent.

Mr. Coates said that Zone 1 is intended for commercial development such as hotels, restaurants and retail. Zone 2 allows both commercial and industrial development and Zone 3 will be industrial type uses.

Ashley Terrazzas, attorney for the applicant, gave some site data information on the Wendell Exchange project and showed a location map and a site layout map.

Regarding the TIA and Transportation, Ms. Terrazas said that there will be signals at both Keiths Rd/US 64 Business and Three Sisters Rd/US 64 Business. There will be turn lanes on Three Sisters/US 64 Business and at site driveways and road improvements along Keith's Rd. The developer has committed to a transit stop easement in Zone 1 with a $25,000 fee-in-lieu for the construction of a transit stop.

Ms. Terrazas detailed the projects compliance with Blueprint Wendell 2030 and utility infrastructure.

Mr. Hardee asked if a capacity study has been completed for the pump station that will be serving this development. Mike McQuillen responded that the development team is working closely with Raleigh Water and the pump station will be designed appropriately for the uses.

Mr. Hardee asked if there is any 100-year flood plain on the site. Mr. McQuillen said there is no 100-year flood plain, but there is a 50-foot riparian buffer that will be maintained. Mr. Hardee asked if there are any drainage issues in that area. Mr. McQuillen said that there are none known.

Mr. Hardee asked if the buffer will be away from the 50-foot gas easement. Mr. McQuillen responded that the buffer will not be in the gas line easement.

Mr. Hardee asked about the intensity of buffer. Mr. Coates read the requirements for a Street Yard buffer: For commercial and industrial uses, there are two canopy trees or four understory trees, and eight shrubs (five to seven gallon) per 100 linear feet or a combination thereof to include a minimum of 50 percent evergreens.

Mr. Hardee asked if there are any overhead powerlines. Mr. McQuillen said that there are no overhead powerlines.

Mr. Wyscarver asked if they plan to bring in more office buildings to spread out the Research Triangle. Zach Wagner said that this project is for industrial uses like those in RTP and the developer is targeting uses like life science, packaging, and distribution. The plan is to develop the shell building so that these types of uses can move in quickly. He said that the office market is tough but the location off of US-64 is good. He believes that Zone 1 would be best for restaurant and retail and Zone 2 for industrial uses.

Mr. Andres asked if there is any verbiage around data center usage. Mr. Wagner said they haven't discussed it. Mr. Andres asked if that is something that could be viable. Mr. Coates said that we don't know if it is even an allowed use since it is not in our UDO. Mr. Andres said that it would be a good discussion to have.

Mr. Hardee asked if there are committed traffic signals at Keiths Road. Mr. McQuillen said they did the warrants, and they believe that the signal is warranted.

Mr. Hardee asked if there will be any lane improvements at Keiths Road. Mr. McQuillen said that there are frontage improvement requirements and there will be a westbound right turn lane at the signal.

Tommy Wright said that he represents the Knott family who owns the 86 acres to the east and the 20 acres to the west of this project and that there is about a half mile of common boundary with Wendell Exchange. During the Blueprint 2030 community engagement, the Knott family met with Mr. Coates and attended the neighborhood meeting. He said the Knott family supports the rezoning application.

Mr. Meinig made a motion to recommend approval of Zoning Map amendment PUD25-01, as it is partially consistent with Blueprint Wendell 2030 comprehensive plan and is reasonable and in the public interest because it will likely support development of key nodes (large and small) where commercial uses can offer the most benefit; diversify the local economy and increase employment opportunities in Wendell; and create space (land and buildings) to meet varied demands.

Mr.s Hardee seconded the motion. All were in favor and the motion passed unanimously.

CD25-05 - Request to Rezone Approximately 105.36 acres from Neighborhood Center Conditional District (NC-CD) and Residential 3 (R-3) to Neighborhood Center Conditional District (NC-CD) to Create Oliver's Trace

Assistant Planning Director Stacy Griffin said that this is a request to rezone approximately 105.36 acres from Neighborhood Center Conditional District (NC-CD) and Residential 3 (R3) to Neighborhood Center Conditional District (NC-CD) to create Oliver's Trace subdivsion.

She said that four of the five properties were previously approved for Neighborhood Commercial Conditional District as part of the LEO at Wendell project. LEO is a multi-family for-rent project located along Eagle Rock Road, north of Cotton Gin Road (previously named Andromeda). Involved in this conditional district request are the following PINs: 1774535911, 1774538818, 1774731848, 1774733510, and 1774724863.

Ms. Griffin said that the subject properties are partially within the town's corporate limits and partially within the ETJ. Annexation is required for the parcels not currently in the town limits

Regarding the Neighborhood Center District, Ms. Griffin explained that it is coded to provide for areas for residential and mixed-use development in close proximity to existing and planned neighborhood centers. The intent is to create higher density residential areas that complement commercial districts with physical proximity and pedestrian connectivity. Different housing types and lot styles are encouraged.

Development in this district should encourage pedestrian use through connections to adjacent neighborhoods and the construction of mixed-use buildings.

She said that while the setbacks are the same as the NC district (front: 10 feet, rear: 25 feet and side: 3 feet), the applicant is asking for a 3-foot corner setback. The UDO calls for corner setbacks to be the same as the front setback although many conditional districts have asked for this measurement to be different than the underlying NC district. All homes are front loaded. The UDO requires that garages be set back at least 20 feet to allow for parking in the driveway.

Ms. Griffin said that the applicant proposed the following zoning conditions:

1. The developer will reserve 1 acre (+/-) of land, identified on the submitted master plan, to be utilized for non-residential uses.
2. The following uses shall be prohibited on the commercial parcel: ATM, funeral homes, group care facility, laundry services, auto parts sales, alcoholic beverage sales store, event venue – outdoor, wireless communication facilities, utilities (all classes).
3. The following uses shall be permitted by right with no special use permit required on the commercial parcel: general retail – 10,001-50,000 sf; child day care center – more than 8 persons; micro-distillery/micro-brewery/micro-winery.
4. Residential uses shall be limited to no more than 275 single-family detached homes with a minimum lot width of 41 feet and a minimum lot size of 4,700 sf.
5. The community will have a Homeowner's Association, which shall be responsible for maintaining all common areas throughout the development.
6. All single-family homes shall include a front porch with one dimension (excluding height) of at least 5'6". At least 50% of single-family homes will have a front porch of 50 sf or greater, with all front porches exceeding 30 sf.
7. A minimum of 12" roof overhand shall be provided along the front and rear of each residential building.
8. Front and rear yards and corner lot side yards shall be sod. Side yards between homes may use sod, mulch, stone, or landscaping conducive to drainage.
9. Garage doors shall either contain windows or carriage style adornments.
10. Each home exterior shall be comprised of one or more of the following: fiber cement board and batten and/or lap siding, brick or synthetic stone.
11. Vinyl siding is not permitted, except for trim elements of the dwelling unit façade.
12. All dwelling units shall include a minimum of 1 door or window on all side elevations, per floor.

13. Anti-monotony: In order to promote variation in home appearance, no single-family detached front façade shall be duplicated for two (2) lots in a row, or directly across the street. For corner lots, this shall apply to the lots diagonally across the intersection.
14. Each home will have a rear porch, screened porch, deck, or patio of at least 90 square feet.
15. The primary amenity site (privately owned and maintained by the HOA) will, at a minimum, include a pool (min. 3,000 sf) and a clubhouse (minimum 2,000 covered sf) and will be constructed within 18 months of plat approval of phase 1.
16. The developer will provide a 20' public easement to the Town of Wendell connecting to the Anderson Farm greenway easement to the north for a potential future greenway alignment. To avoid environmentally-sensitive areas and to create multimodal connectivity and a greenway extension, the greenway shall be provided as a 10' multi-use path on the residential streets, connected to the existing asphalt multi-use path on Cotton Gin/Old Battle Bridge Road, and stubbed to the south of the property for a future connection to the Buffalo Creek greenway system.
17. Streets A and H shall have a 5' planting strip to accommodate the proposed multi-use path. Where a home fronts a multi-use path, the required rear setback shall be reduced to 20 feet.
18. The developer shall provide and incorporate public art to enhance the main amenity area and other community elements, as approved by the Town.
19. Foundation of homes shall be monolithic slabs raised a minimum of 8" above the finished grade. Any exposed foundation fronting public ROW (ie. Front or corner) shall be treated with brick or masonry for a minimum of 10" above finished grade.
20. As shown on the master plan, Street G shall be one-way with a minimum of 45 feet of public right-of-way and Street D shall be one-way with a minimum of 52 feet of public right-of-way.
21. IF not completed by others prior to construction drawing approval, developer shall acquire necessary right-of-way and shall provide the improvements required by the current Arterial and Collector Street Plan to the southern half of Cotton Gin/Old Battle Bridge Road along the side frontage, including the extension of the existing asphalt multi-use path to the site's internal multi-use path.
22. Access to golf cart charging shall be provided in the main amenity area.

Regarding buffers, Ms. Griffin said that while buffers are not required due to the single-family home use in this subdivision, there is a large area of wetlands to the east and railroad tracks to the south. On the western side of the development there

is road frontage where street trees will be required. To the north, at the border with Anderson Farms subdivision, there is a jurisdictional stream. These streams have state-required buffers known as riparian buffers with no clearing in the inside 30-feet closest to the stream and only limited clearing on the outer 20-feet.

Ms. Griffin said that UDO Section 7.5 requires 1,750 square feet of open space per single-family unit. UDO Section 7.4 requires that 75% of the required open space be passive and 25% be improved park space of which 1/3 needs to be considered active. The proposed development plan needs a minimum of 472,500 square feet of open space and 474,673 square feet is provided. The plan also includes a pool and clubhouse, multi-use path, playground, and a walking path within the main amenity area.

Regarding the TIA, Ms. Griffin said that when projects are anticipated to have more than 100 peak hour trips or 1,000 daily trips, the UDO requires a Transportation Impact Analysis. A TIA was completed for this project with an anticipated 190 AM peak hour trips and 262 PM peak hour trips. The TIA yielded 2,602 daily trips.

The TIA contains the following roadways and improvements:

- Monitor the intersection of the realigned Cotton Gin Road and Eagle Rock Road for a signal.
- A right turn lane with 50 feet of queueing from northbound Cotton Gin Road into the site.
- A left turn lane with 50 feet of queueing from southbound Cotton Gin Road into the site.
- A driveway from the site that allows straight, right and left turn movements onto Cotton Gin Road.
- A driveway that allows right and left turn movements onto Leo Minor Lane.

Ms. Griffin said that in the Arterial & Collector Street Plan, Eagle Rock Road is a future four-lane divided road. A four-lane divided roadway contains a 110-foot right-of-way that includes 12-foot travel lanes, 5-foot bike lanes, 6-foot sidewalks and street trees.

Cottin Gin Road is a future three-lane road with a 79-foot right of way that includes 12-foot travel lanes, 5-foot bike lanes, 6-foot sidewalk and street trees. The developer is proposing a 10-foot multi-use path at the Town staff's request.

There are local streets with 52-feet of right-of-way throughout the development.

- There are two stubs to adjacent properties.
- All lots have the required two parking spaces and there is parking at the amenity as well as parallel parking on some internal streets.

Regarding the Wendell Blueprint 2030 Comprehensive Plan, Ms. Griffin said that this parcel is identified as Medium Residential Living 2, Activity Center 1, and Activity Center 3.

The two lots that are designated as MRL-2 are mostly consistent with the comprehensive plan other than the 2.59 units per acre, being less dense than the MRL-2 placetype calls for. If this conditional district request is approved, the two lots would be changed to MRL-1 that has a density of 2 to 4 units per acre.

Ms. Griffin said that the two parcels now noted as Activity Center 1, were designated as Medium Residential Living 2 when Blueprint Wendell 2030 was originally drafted. In March 2023 the placetype was changed to AC-1 with the approval of the LEO Living conditional district rezoning since the project was multi-family and therefore didn't meet the MRL-2 description.

Since the AC-1 placetype does not allow single family homes, this part of the project is inconsistent with Blueprint Wendell 2030 and would need to be changed to Medium Residential 1 if this conditional district is approved. It was previously classified as Medium Residential Living 2.

Ms. Griffin said that the future commercial parcel has an Activity Center 3 placetype designation. At this time there is no designated use on the parcel; however, the commercial nature of the parcel meets the intent of the Activity Center 3 placetype.

Ms. Griffin said that any recommended change to the zoning map should be accompanied by a statement explaining how the change is/is not consistent with the comprehensive plan and is/is not reasonable in nature.

The Medium Residential 2 placetype description calls for a density of 4 to 8 units per acre and the proposed density of this subdivision is 2.59 units per acre.

The plan is partially consistent with Blueprint Wendell 2030, and it could be considered reasonable as it assists with the plan goal listed below:

- Neighborhoods & Housing NH3. Diversify housing to appeal to different groups: age, income, lifestyle preferences, family situations.
- Centers of Activity CA1. Support development of key nodes (large and small). Consistent with the Future Land Use map, delineate centers of activity where the more intense development includes a mix of uses.
- Art & Culture AC2. Establish Wendell as an arts community of the Triangle Region. This development has committed to an art piece within the development.

- Greenspaces and Greenways G2. Expand the park, greenway, and trail network by developing new facilities and connecting to existing ones. The development includes 3,517 linear feet of multi-use path and a 2,415 linear foot greenway easement that contributes to the overall Buffalo Creek Greenway system.

Ms. Griffin said that the applicant held a virtual neighborhood meeting on August 26, 2025. Meeting minutes are added as an attachment.

Mr. Wyscarver asked where the activity centers are located. Ms. Griffin said that they are near the intersection.

Mr. Andres asked if the greenway is permitted in the jurisdictional wetlands. Ms. Griffin said that with additional permitting it is.

Mr. Wyscarver asked if it is possible for less homes to be built. Ms. Griffin said that it is possible.

Mr. Wyscarver asked if there is a restriction on these properties becoming rentals. Ms. Griffin said that there is no provision that would exclude them from being rental but they will be individually platted.

Ashley Terrazzas gave some site data information on the Oliver's Trace project. She said that these parcels are an assemblage at the corner of Eagle Rock Road and Cotton Gin Road totaling 105.36 acres.

Ms. Terrazzas showed an image of the master plan and then discussed architectural commitments spelled out in the zoning conditions and showed possible elevations.

Ms. Terrazas discussed the consistency of the project with the goals and policies in the comprehensive plan.

Mr. High asked if it is a Town requirement for developers to provide public art. Mr. Coates said that it's not a town requirement but in discussions with developers, staff suggests that they provide public art. He explained that through the public art plan, there will be requirements and incentives for developers to provide public art.

Mr. Hardee asked if the location of the commercial site was originally part of the LEO project. Ms. Terrazas said yes.

Mr. Andres asked what can be built on the commercial property. Ms. Griffin read the condition about the permitted commercial uses.

Mr. Wyscarver asked if the small connector road between Cotton Gin Road and Eagle Rock Road will go away. Mr. Coates said that it will go away for a variety of reasons but mostly safety. Mr. Wyscarver asked if Cotton Gin Road would become three lanes. Mr. Coates said that some of it will stay two lanes because it was approved as a DOT road. Mr. Wyscarver expressed concern that traffic will jam up through the part that stays two lanes.

Mr. Hardee said that there are a number of jurisdictional stream crossings and asked if the development team has coordinated with the Army Corps of Engineers. Connor Linton said that they will be approved by Army Corps.

Mr. Hardee made a motion to recommend approval of Zoning Map amendment CD25-05 as it is partially consistent with Blueprint Wendell 2030 comprehensive plan and is reasonable and in the public interest because it will likely diversify housing to appeal to different groups: age, income, lifestyle preferences, family situations; support development of key nodes (large and small). Consistent with the Future Land Use map, delineate centers of activity where the more intense development includes a mix of uses; expand the park, greenway, and trail network by developing new facilities and connecting to existing ones.

Mr. Wyscarver seconded the motion. All were in favor and the motion passed unanimously.

4. Planning Director Updates

Mr. Coates gave the Planning Board the following updates:

- He introduced Kevin McCarthy, new Planner III.
- Code enforcement is going to transition from Public Works to Planning.
- The Downtown Streetscape Master Plan was approved by the Town Board. Phase 1 will be on Pine Street. Main Street will be last since other phases will be creating parking close by.
- Kimley Horn is under contract for the UDO rewrite. A steering committee will be appointed. Mr. Coates is recommending that a planning board member be on the committee.
- Hollybrook park is open and being used. He said that it has been really well received. He also said that staff is working with a consultant to get sidewalks along Hollybrook to connect all of the neighborhoods and the park.
- There will also be pedestrian improvements along Taylor Road and Big Falls Road.
- Wendell Commerce Center is under construction.

Adjourn

Mr. Wyscarver made the motion to adjourn the meeting. Mr. Meinig seconded the motion. All were in favor and the meeting adjourned at 8:52 pm.

AGENDA ITEM NO. 3.a

Item Cover Page

PLANNING BOARD AGENDA ITEM REPORT

DATE:	January 20, 2026
SUBMITTED BY:	Jeannine Ngwira , Planning
ITEM TYPE:	Rezoning
AGENDA SECTION:	NEW BUSINESS
SUBJECT:	PUD22-01A – Request to Amend the Previously-approved PUD22-01 Wendell Commerce Center to PUD22-01A Wendell Commerce Center to Revise Sign Regulations Contained in the Document
SPECIFIC ACTION REQUESTED:	The Planning Board is asked to consider the proposed PUD amendment and make a recommendation to the Board of Commissioners, to include a statement of plan consistency and reasonableness.

ITEM SUMMARY:

Planned Unit Developments (PUD) consist of at least two components – a rezoning, which is heard before both the Planning Board and Board of Commissioners, and a Special Use Permit, which is a quasi-judicial hearing before the Board of Commissioners.

This proposal amends the regulations for the +/- 257-acre assemblage at the intersection of Wendell Boulevard and I-87 that created the mixed-use development of commercial, office, industrial known as Wendell Commerce Center.

Wendell Commerce Center currently has large-scale site work underway as well as construction of three buildings. Buildings 1A, 1B, 1C are collectively 493,730 square feet.

The original PUD document stated that a master sign plan

would be submitted that would follow the requirements of Chapter 12 of the UDO. Once development was underway and the development team began to look at signage, a request was made for larger monument signs at the entrances and those did not meet UDO Chapter 12. Due to the large scale of the buildings and the project, larger signage was needed for visibility.

The proposal, included as an attachment, is to change the text of the PUD document as shown below. Items to be deleted are in strikethrough and new verbiage is in red text. No other changes are being requested at this time.

Master Signage Plan

~~A Master Signage Plan for the development to be approved by the Town of Wendell Planning Staff prior to first sign permit being released will be provided in order for there to be uniformity throughout the development.~~ Signage to follow all the requirements of Chapter 12 of the UDO with the following exceptions:

12.7.C Tall Monument: Maximum Height: Increase from 13' to 20'

12.7.C Tall Monument: Maximum Number: Change from 1 per street frontage to 1 per site entry.

ATTACHMENTS:
Wendell Commerce Center Staff Report-PB FINAL.doc
WCC Map .jpg
Pages from WCC PUD REV 2025-10-20.pdf
Amendment attachment.pdf
Letter - Neighborhood Meeting Summary.pdf

Planning

Staff Analysis

Item Title: PUD22-01A – This request is to amend the previously-approved PUD22-01 Wendell Commerce Center to PUD22-01A Wendell Commerce Center to revise sign regulations contained in the document.

Specific Action Requested

The Planning Board is asked to consider the proposed PUD amendment and make a recommendation to the Board of Commissioners, to include a statement of plan consistency and reasonableness.

Item Summary

Planned Unit Developments (PUD) consist of at least two components – a rezoning, which is heard before both the Planning Board and Board of Commissioners, and a Special Use Permit, which is a quasi-judicial hearing before the Board of Commissioners.

This proposal amends the regulations for the +/- 257-acre assemblage at the intersection of Wendell Boulevard and I-87 that created the mixed-use development of commercial, office, industrial known as Wendell Commerce Center.

Wendell Commerce Center currently has large-scale site work underway as well as construction of three buildings. Buildings 1A, 1B, 1C are collectively 493,730 square feet.

The original PUD document stated that a master sign plan would be submitted that would follow the requirements of Chapter 12 of the UDO. Once development was underway and the development team began to look at signage, a request was made for larger monument signs at the entrances and those did not meet UDO Chapter 12. Due to the large scale of the buildings and the project, larger signage was needed for visibility.

The proposal, included as an attachment, is to change the text of the PUD document as shown below. Items to be deleted are in strikethrough and new verbiage is in red text. No other changes are being requested at this time.

Master Signage Plan

~~A Master Signage Plan for the development to be approved by the Town of Wendell Planning Staff prior to first sign permit being released will be provided in order for there to be uniformity~~

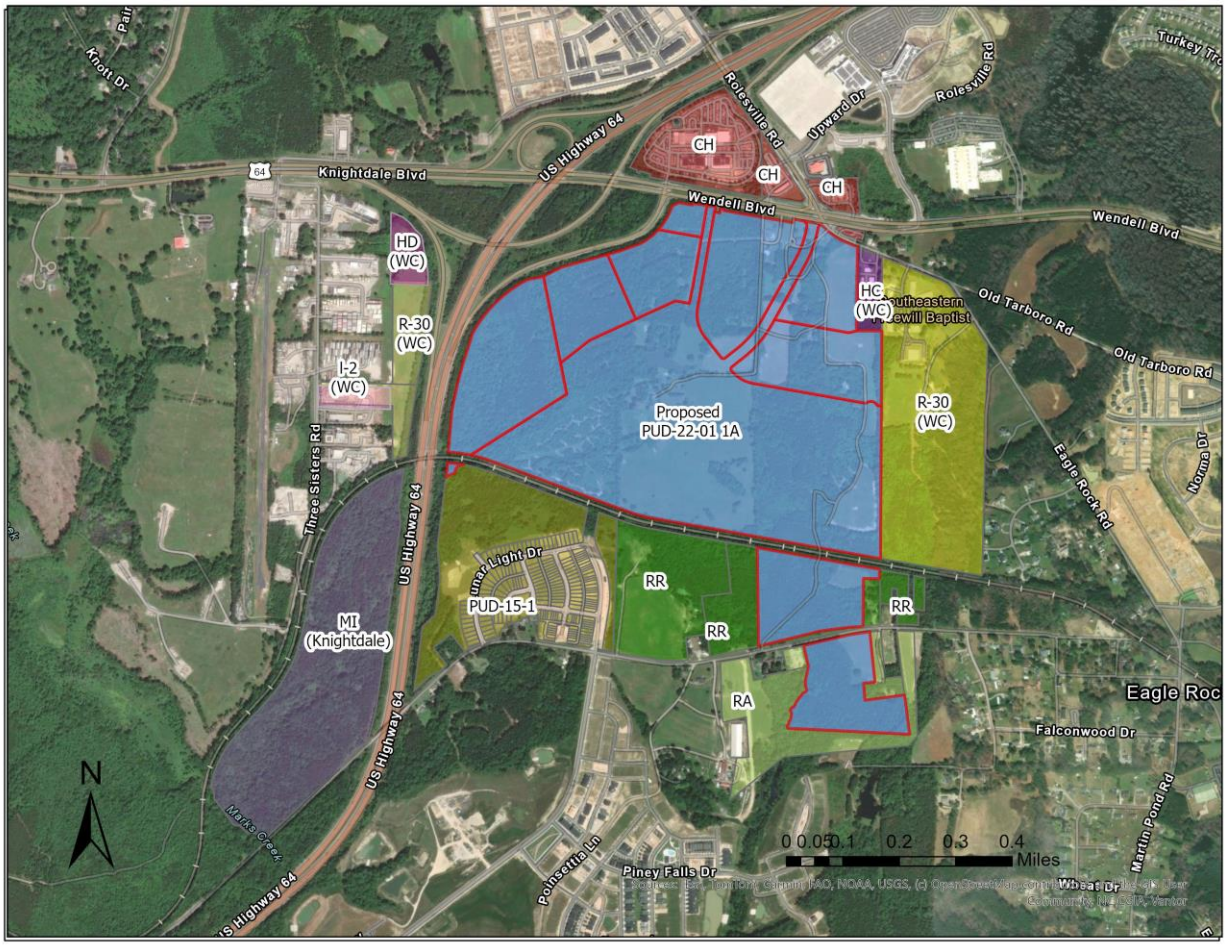
~~throughout the development.~~ Signage to follow all the requirements of Chapter 12 of the UDO with the following exceptions:
12.7.C Tall Monument: Maximum Height: Increase from 13' to 20'
12.7.C Tall Monument: Maximum Number: Change from 1 per street frontage to 1 per site entry.

Project Profile	
Location	Wendell Boulevard & I-87 **Address:** Project contains 14 properties listed below **PINs:** 1774-26-0356, 1764-96-2327, 1774-17-8565, 1774-26-3210, 1774-26-3755, 1774-26-0679, 1774-17-7601, 1774-17-7457, 1774-17-7079, 1774-27-0512, 1774-14-8159, 1774-05-9866, 1764-95-6631 & 1774-07-7176
Current Zoning	Planned Unit Development (PUD)
Area of Request	257.43 acres
Corporate Limits	Town of Wendell
Current Land Use	Mixed Use Commerce Center
Property Owners	Arrowrock V Wendell LLC, Wendell Commerce Center Owner LLC, WS-O SRE WCC LLC
Applicant	Michael Kane, engineer

Project Setting – Surrounding Districts and Land Uses

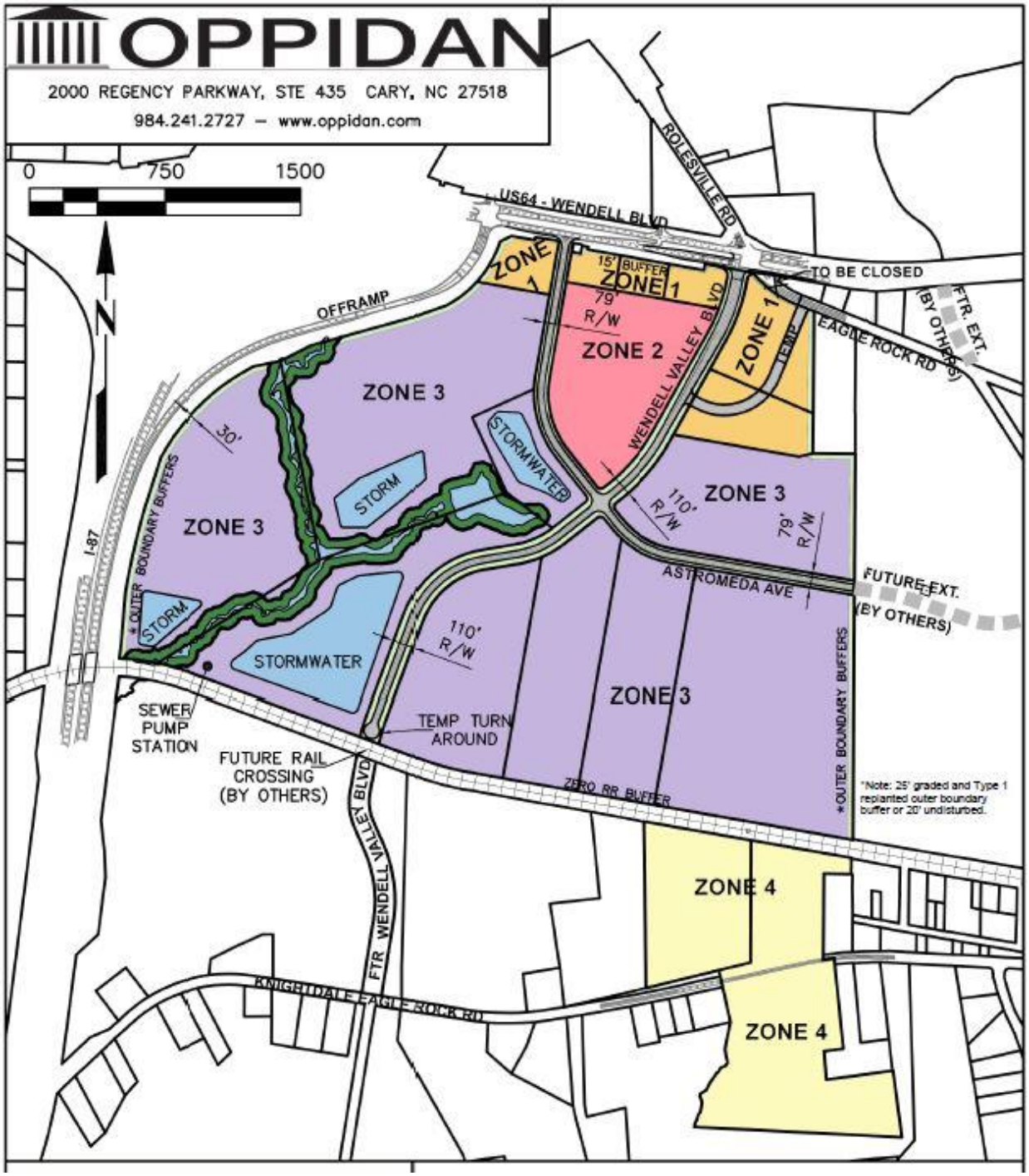
The property is located between Wendell Boulevard and Knightdale Eagle Rock Road along I-87 and is near Wendell Falls and Wake Tech.

Zoning Map



The area north of the site contains a mix of commercial uses currently. The Wake Tech campus is under construction as well as the Glennon site which contains a mix of commercial and residential uses. The area to the south contains a mix of existing residential and agricultural uses. Wendell Falls Collective (Mixed Use) and residential uses are under construction south of the project site. The area to the east contains a college campus and residential uses. The area to the west contains a mix of industrial uses as well as a small-scale airport.

Zoning District



Purpose and Intent. The intent of this (PUD) district is to allow for larger developments with integrated plans that may include all or some of the following types of uses: single family residential, multi-family residential, commercial, recreational, civic, and industrial.

The Wendell Commerce PUD includes four zones:

- Zone 1 – Commercial – could include any of the following: Lodging, Office/Service, Retail/Restaurants, Entertainment/Recreation, Civic/Institutional, Distillery, Brewery, Indoor Storage, neighborhood manufacturing, and Research and Development. Site plan submittals have been received for a Wawa gas station/convenience store and a Zaxby's restaurant.

- Zone 2 – Commercial-Multi-Family – could include any of the following: Multi-Family, Lodging, Office/Service, Retail/Restaurants, Entertainment/Recreation, Civic/Institutional, Distillery, Brewery, Indoor Storage, neighborhood manufacturing, and Research and Development.

- Zone 3 – Industrial – could include any of the following: Lodging, Entertainment/Recreation, Manufacturing/Wholesale/Storage, Civic/Institutional, and Infrastructure.

- Zone 4 – Residential – could include any of the following: Dwelling-Single Family, Dwelling-Multi-Family, other residential uses, and Civic/Institutional.

Proposed Zoning Conditions

The applicant included design guidelines for the project (see PUD document for the full details on the design standards). All design guidelines, as well as the remainder of the text other than the sign section, stay in place with this amendment.

Environmental

The applicant has obtained stormwater and sedimentation-erosion control permits from Wake County Environmental Services before site work commenced. Wake County provides stormwater, sedimentation, and erosion control services for the Town of Wendell.

Buffers

Zones 1, 2 & 3 to preserve 20-foot undisturbed outer project boundary buffer. Where the perimeter 20-foot project buffer is disturbed and graded due to site challenges a 25-foot Type 1 replanted buffer may be implemented in lieu of the 20-foot undisturbed buffer. Zero buffer is proposed along the railroad right-of-way.

Interior Buffers - where adjacent uses differ the following standards must be met:

1. Proposed Warehouse/Light Industrial adjacent to vacant residential: 25-foot Type 1 Buffer
2. Proposed Warehouse/Light Industrial adjacent to existing residential: 25-foot Type 1 Buffer
3. Proposed Residential adjacent to vacant Warehouse/Light Industrial: 15-foot Type 2 Buffer
4. Proposed Residential adjacent to existing Warehouse/Light Industrial: 15-foot Type 2 Buffer

Note: Interior buffers between like uses and buffers between multi-family residential adjacent to retail will not be required.

The approved document has the two types of buffers listed below.

- A Type 1 buffer is a minimum width of 25 feet which contains one canopy tree every 40 feet, one understory tree every 20 feet and one shrub every 5 feet. An alternate Type 1 buffer may be reduced to 15-foot buffer (except project perimeter buffers) but must be supplemented with one evergreen understory tree every 20 feet.
- A Type 2 buffer is a minimum width of 15 feet which contains one canopy tree every 30 feet and one shrub every 5 feet.

Modified Gateway Buffer

Provide a 15-foot streetscape buffer along Wendell Boulevard will serve as a gateway to the development. The streetyard buffer will include three canopy trees per 100 linear feet and six understory trees per 100 linear feet. The buffer will also contain one shrub every 5 feet. Understory trees may be pyramidal evergreen trees or ornamental trees. Spacing for landscape requirements for the Gateway buffer shall be flexible in design, if the landscape required for each 100-foot increment is satisfied.

Open Space

The residential development will comply with UDO Section 7.5 that requires 1,750 square feet of open space per single family dwelling, 1,000 square feet for townhomes and 500 square feet for multi-family. Section 7.4 requires that 75 percent of the required open space be passive, and 25 percent is improved park space of which one-third needs to be active.

Natural areas associated with the overall development may be used to satisfy required open space requirements if these areas are activated with an outdoor amenity that will be used by residents of the residential portion of the development. These outdoor amenities include, but are not limited to, walking trails, dog park, pocket parks, etc.

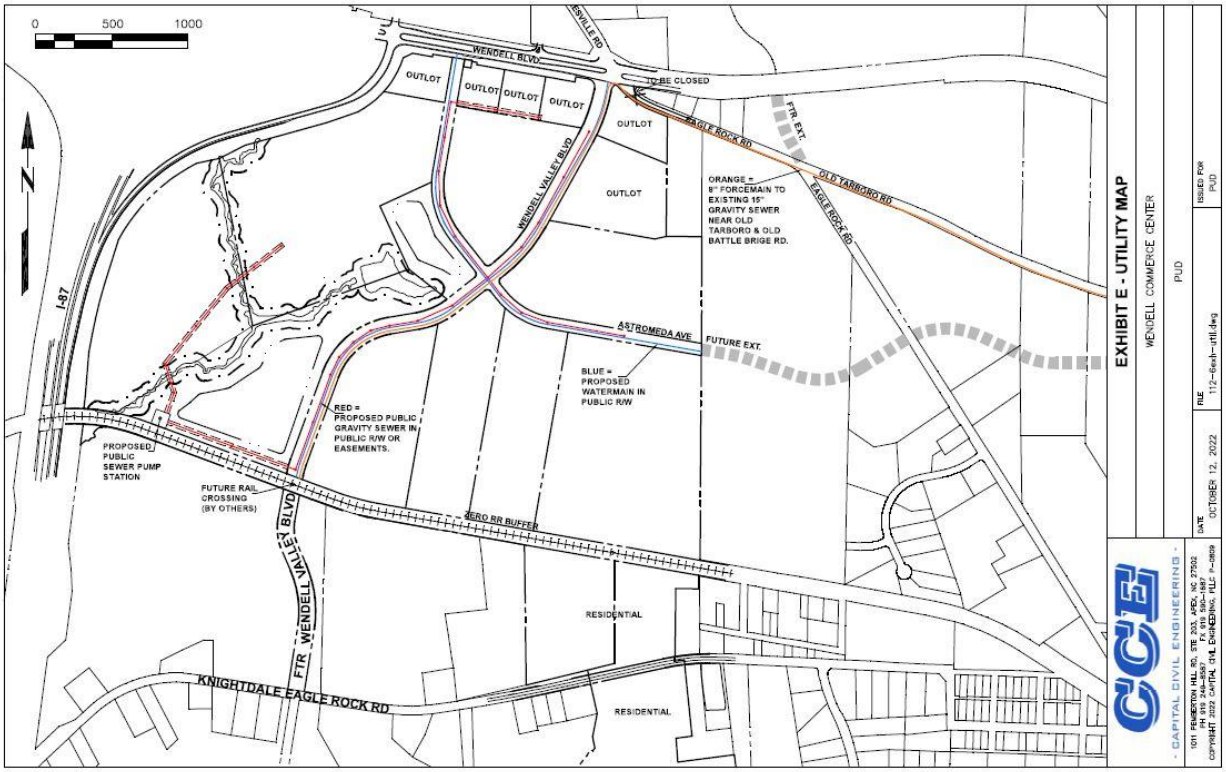
Streams and Wetlands

UDO Section 16.3 Environmental Survey requires that all streams, wetlands, floodplains, and other features be shown on preliminary plans. Those items have been shown on plans submitted to Town staff.

Utilities

Water service will be provided to the site via the Town's agreement with Raleigh Water. The applicant will have public water mains throughout the development in the new public road right of ways in Zones 1, 2 and 3 that will connect to the existing 16-inch watermain along Wendell Boulevard. Zone 4 will connect to the existing water main on Knightdale Eagle Rock Road.

Sewer service will be provided by a new public sewer pump station located near the southwest corner of the property which will pump via forcemain east along Eagle Rock Road and Old Tarboro Road to the gravity sewer. Zone 4 will be served by future gravity sewer south through Wendell Falls development.



Transportation

A north-south throughfare will connect with Rolesville Road and extend to the railroad and eventually connect to Wendell Valley Boulevard in Wendell Falls. The PUD also contains a

portion of the east-west roadway that eventually will connect the Wendell Commerce Center to the residential communities along Eagle Rock and Old Tarboro Roads. The east-west connection is in the current arterial and collector street plan. The north-south roadway provides an important connection for the future that would run parallel to I-87 and connect the Wake Tech Area with Wendell Falls. The future railroad crossing could be designed and constructed by developers, Town of Wendell, or North Carolina Department of Transportation.

The proposed north-south roadway could be constructed to a three-lane roadway with a multi-use path, but a 110-foot right-of-way would be dedicated for future roadway expansion. The east-west roadway will be a 79-foot right-of-way with three 12-foot travel lanes and an 8-foot multi-use path.

The applicant has obtained right-of-way of 110 feet to connect the current Eagle Rock Road with the new entrance to Wake Tech that assists with the realignment of Eagle Rock Road. The Town has VHB Engineering under contract designing Eagle Rock Extension which will connect to Wendell Boulevard at the entrance to Micro Measurements Group.

UDO Section 16.11 requires a Traffic Impact Analysis (TIA) for a development plan that exceeds 100 peak hour trips per day.

A TIA was completed to a conceptual build-out of the development in Zones 1, 2 and 3 to create a vehicle trip count that will be used to monitor density as development occurs. A trip count update memo will be required with each construction drawing submittal in Zones 1, 2 and 3 to track the total trips as development occurs. A TIA will need to be completed for development in Zone 4 when a plan is submitted.

Revisions to the TIA may be completed if the square footage of all uses exceeds the original TIA projected trip generation or if any one use exceeds the projected number.

Comprehensive Plan

Blueprint Wendell 2030 classifies the project as Innovation District. Prior to the initial approval of the PUD, this area was classified as both Innovation District and Medium Residential 2. With the approval of the PUD, the entire area was automatically designated, consistent with state law, as Innovation District.

INNOVATION DISTRICT

INN

Innovative businesses here benefit from co-locating with uses that are complementary. The mix of uses ranges from light industrial operations and makerspaces to office, retail, and service. The presence of incubator and accelerator spaces, co-working, and educational facilities expands both the range and complementarity. Open space is composed primarily of informal green spaces, plazas, trails, and special use areas (e.g., demonstration garden) that can serve as an amenity, a learning space, and/or a buffer to surrounding development. Portions of this area may be suitable for residential uses.







USES + BUILDINGS

- *Light industrial – manufacturing, research and development, distribution, logistics*
- *Flex space and makerspaces*
- *Offices*
- *Educational facilities – private or public, (i.e. community college satellite locations, magnet high schools)*
- *Restaurants*
- *Breweries and Distilleries*
- *Lodging, hotels*
- *Retail, especially small independent shops or those selling goods created in the district*
- *Personal services*
- *Live/work units*
- *Multi-family: Condominiums, apartments*

STREET PATTERN

Street Pattern: *Grid, Modified Grid*
Max Block Length: *500'*
Connectivity:

- *High internal and external connectivity (to adjacent development and roadways)*

Street Types:

- *Local 2-lane*
- *Local 2-lane with on-street parking*
- *Collector*

OPEN SPACE

- *Walking trails and paths*
- *Parks*
- *Gathering spaces like greens and amphitheaters that can host events*

The proposed project meets the characteristics outlined in the description of the Innovation District placetype as it relates to uses and buildings, street pattern, connectivity, and open space.

- The proposed project will consist of a mix of industrial, manufacturing, research and development, flex space, retail, restaurants, lodging, breweries, and multi-family which aligns with the uses and building types within the Innovation District classification.
- Improved open spaces in the form of gathering spaces, walking trails and parks. The proposed development has included multi-use paths along the major roadways as well as a dog park, pocket parks and a transit stop area.

As part of Blueprint Wendell 2030 the area around the proposed Wendell Commerce Center was part of a small area plan to include more details on future development.



Statement of Plan Consistency and Reasonableness

Any recommended change to the zoning map should be accompanied by a statement explaining how the change is/is not consistent with the comprehensive plan and is/is not reasonable in nature.

The plan is consistent with Blueprint Wendell 2030, and can be considered reasonable as it assists with the plan goals listed below:

- **Economy/Market/Economic Development E1**. *Support development of key nodes where commercial uses can offer the most benefit.* (I-87 & Wendell Boulevard)

- **Economy/Market/Economic Development E3.7**. *Reduce retail leakage and increase spending on businesses here.*

- **Economy/Market/Economic Development E3.4.** *Focus on job creation.*

- **Economy/Market/Economic Development E3.3.** *Create space (land and buildings) to meet varied demands*.

- **Neighborhoods & Housing NH3.** *Diversify housing to appeal to different groups: age, income, lifestyle preferences, family situations. Encouraging variety of housing, especially within the same development.*

- **Green Space & Greenways Goal 2.** *Expand the park, greenway, trail network by developing new facilities and connecting to existing ones. The opportunities include connecting wildlife corridors and habitat patches, promoting walking transportation, and increasing business accessibility.*

Technical Review Committee (TRC) Comments

Plans are reviewed by the Town's Technical Review Committee for conformance with ordinances and policies.

Neighborhood Meeting

A neighborhood meeting was held virtually on December 22, 2025, with no surrounding property owners in attendance.

Staff Recommendation

The proposed Planned Unit Development (PUD) rezoning is consistent with the Wendell Comprehensive Plan- Blueprint Wendell 2030 and is considered reasonable since it fulfills the goals of the comprehensive plan noted above and therefore staff recommends approval of PUD 22-01A.

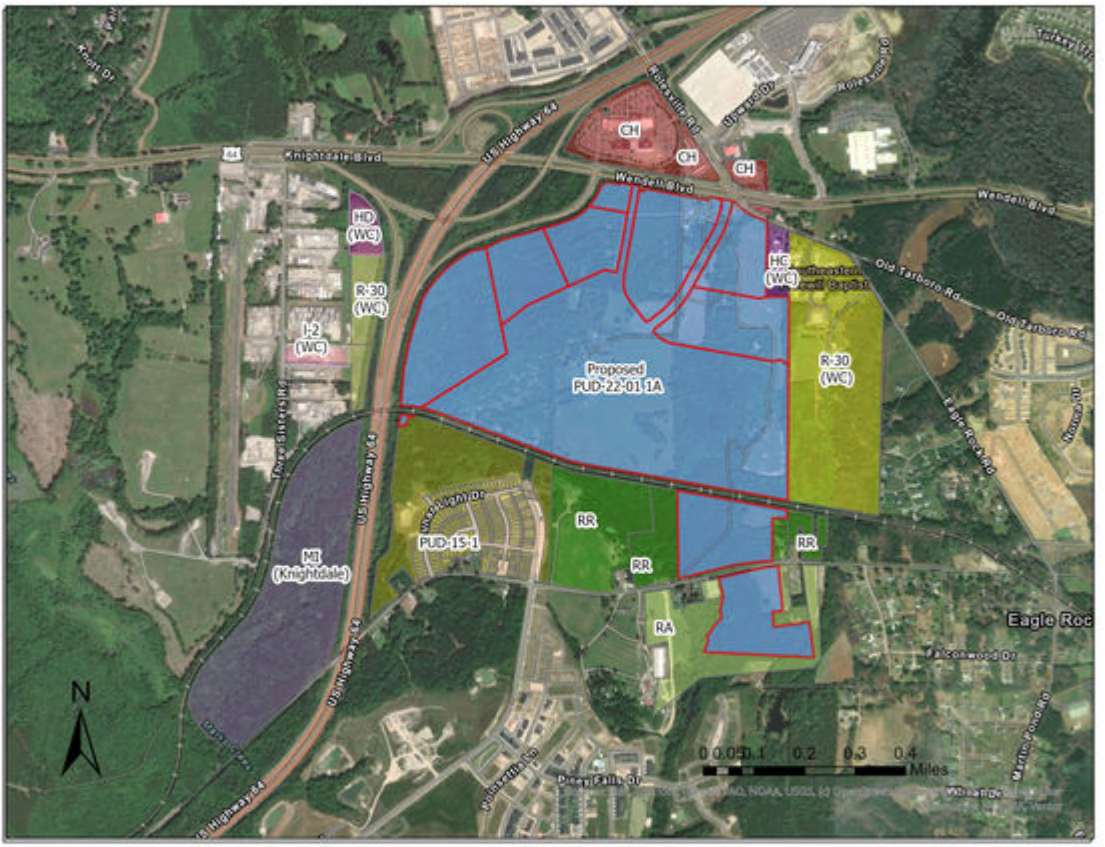
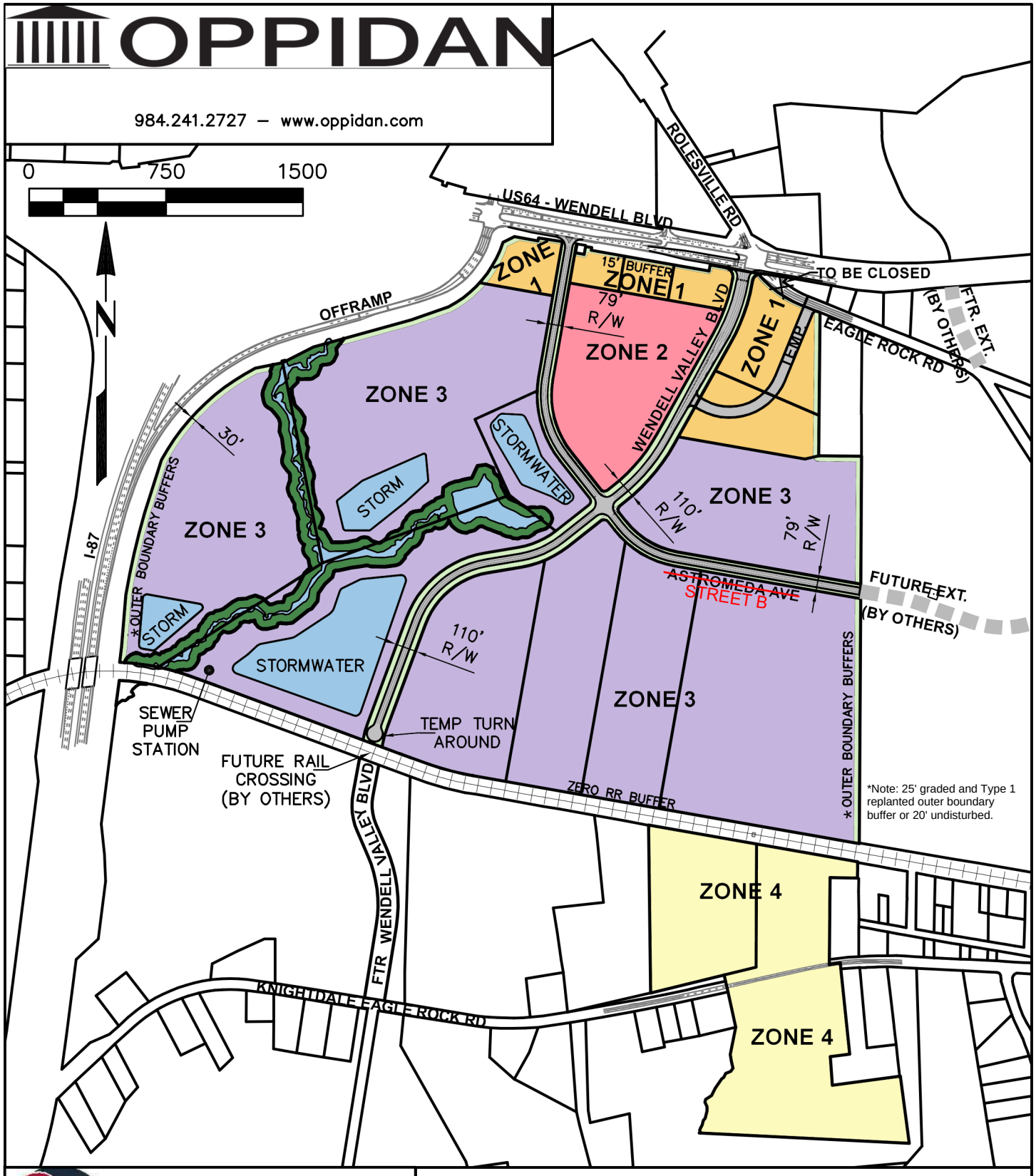

Knightdale Blvd
US Highway 64
Rocky Ridge Rd
Wendell Blvd
Old Tarboro Rd
Eagle Rock Rd
Three Sisters Rd
US Highway 64
Pleasant Light Dr
Pleasant Falls Dr
Falconwood Dr
Eagle Roc
CH
HD (WC)
R-30 (WC)
I-2 (WC)
HC (WC)
Proposed PUD-22-01 1A
PUD-15-1
RR
RA
MI (Knightdale)
N
0 0.05 0.1 0.2 0.3 0.4 Miles

EXHIBIT A



ATWELL

209 N SALEM ST, STE 220, APEX, NC 27502
PH 919 249-8587 WWW.ATWELL.COM
ATWELL, LLC d/b/a ATWELL, PLLC P-2380

WENDELL COMMERCE CENTER

MIXED USE DEVELOPMENT

WENDELL, NORTH CAROLINA

DATE	FILE
OCTOBER 12, 2022	112-6exh pud areas.dwg

D. Exemptions and Adjustments

a. Parking allowable up to maximum of 150% of minimum parking. If greater parking needed a parking study to be provided with site plan review detailing use and need of additional parking. Where parking study for higher parking rates is approved by the Town pervious parking areas will not be required.

b. Commercial vehicle use areas for company delivery vehicles to be included under loading / outdoor storage areas and not included in off-street parking calculations.

Signage:

Master Signage Plan

~~A Master Signage Plan for the development to be approved by the Town of Wendell Planning Staff prior to first sign permit being released will be provided in order for there to be uniformity throughout the development.~~ Signage to follow all the requirements of Chapter 12 of the UDO with the following exceptions:

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December 29, 2025

Town of Wendell - Planning Department
Attn: Ms. Stacy Griffin
406 Landing View Drive
Wendell, NC 27591

RE: WCC PUD Revision Neighborhood Meeting Summary
Atwell Project Number: 25006279

Dear Stacy,

We held the virtual neighborhood meeting on Monday December 22nd for the Wendell Commerce Center PUD revision for signage. Meeting was held via Microsoft Teams from 6:26 pm to 7:30 pm. Members of the design team in attendance were;

1. Michael Kane, PE of Atwell (Civil Engineer)
2. Chris from Design Element (Sign Company)

Both members of the team stayed on the meeting for the entire hour and no neighbors called or logged in. Only one mailing was returned as undeliverable, Southern Bell Telephone.

We look forward to the public meeting on January 12th.

Respectfully,

Michael J. Kane, PE

ATWELL, LLC

NC: Apex

209 N. Salem Street, Suite 220, Apex, NC 27502
www.atwell.com

AGENDA ITEM NO. 3.b

Item Cover Page

PLANNING BOARD AGENDA ITEM REPORT

DATE:	January 20, 2026
SUBMITTED BY:	Jeannine Ngwira , Planning
ITEM TYPE:	Rezoning
AGENDA SECTION:	NEW BUSINESS
SUBJECT:	CD25-03 – Request to Rezone Approximately +/- 8.97 Acres from Rural Agriculture (RA) to Neighborhood Center Conditional District (NC-CD) to Create An Event Venue, Eagle Rock Park
SPECIFIC ACTION REQUESTED:	The Planning Board is asked to consider the proposed rezoning request and make a recommendation to the Board of Commissioners, to include a statement of plan consistency and reasonableness.
ITEM SUMMARY:	The request is to rezone approximately 8.97 acres at 401 Cotton Gin Road (PIN 1774-64-2539) from Rural Agriculture (RA) to Neighborhood Center Conditional District (NC-CD) to create an event venue, Eagle Rock Park. The property is owned by Capital Area Preservation and they are working with proposed developer, Sandhar Real Estate, LLC. The proposal on the Hood-Anderson Farm includes renovations to the historic home, a 12,000 square foot commercial building, a 5,000 square foot commercial building, and six cottages. Along with these buildings, there will be renovations to an existing tobacco barn, existing horse barn, existing overseer's house, and an existing post office/general store. The existing grove of pecan trees will also be preserved. The family cemetery on site The Hood-Anderson Farm is individually listed on the National Register of Historic Places and is therefore a certified historic property and as such falls under the North Carolina Rehab Code. The entire property will have a preservation easement placed on it at closing. That preservation easement will be held by Capital Area Preservation. The preservation easement is modeled after

the Secretary of the Interior's Standards for the Treatment of Historic Properties in order to maintain and preserve the historic nature of the property. CAP will also hold a rehabilitation easement with the proposed developer, Sandhar Real Estate, LLC.

The Wendell Town Board at its February 13, 2023, meeting granted Capital Area Preservation a loan up to $100,000 to secure and prepare the property for historic preservation.

ATTACHMENTS:

Eagle Rock Park PB report FINAL.doc
2026-01-15 Eagle Rock Master Plan Set MP-7
2025-12-11 Neighborhood Mtg minutes .pdf
Hood-Anderson Easement DRAFT.pdf
Hood-Anderson Rehab Agreement DRAFT.pdf

Planning

Staff Analysis

Item Title: CD25-03 – A Request to Rezone Approximately +/- 8.97 Acres from Rural Agriculture (RA) to Neighborhood Center Conditional District (NC-CD) to Create An Event Venue, Eagle Rock Park.

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The Wendell Town Board at its February 13, 2023, meeting granted Capital Area Preservation a loan up to $100,000 to secure and prepare the property for historic preservation.

Impacts to Town Services

The property is already within the Town limits and as such already receives services from Town departments. With the development of the property, there could be a need for increased services from the Town's Police and Public Works departments. Secondary service impacts will

be incurred by other Town departments that support the operational departments. The property is already served by the Wendell-Holmes Fire District. Water and sewer are available to the property and would be provided by the City of Raleigh Public Utilities Department.

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Residential	R4-CD
South	Residential	R4-CD/NC-CD
East	Residential	R4-CD
West	Residential	NC-CD

To the north and east is the Anderson Farm subdivision. To the west is LEO at Wendell multi-family development. To the south is open space for Anderson Farms as well as the Oliver's Trace subdivision.

Zoning Map



Zoning District

The subject property is within the town limits.

The Neighborhood Center District is coded to provide for areas for residential and mixed-use development in close proximity to existing and planned neighborhood centers. The intent is to create higher density residential areas that complement commercial districts with physical proximity and pedestrian connectivity. Different housing types and lot styles are encouraged. Development in this district should encourage pedestrian use through connections to adjacent neighborhoods and the construction of mixed-use buildings.

The applicant is meeting the required setbacks for the NC district other than the maximum setback of 10 feet. They are asking for relief from that requirement via Condition 12.

Setbacks for commercial buildings in the NC district are: front setback of 10 feet, rear setback of 25 feet and side setback of 3 feet.

Proposed Zoning Conditions

The applicant has proposed the following zoning conditions:

1. Landscape buffering of the new parking lot from the historic house shall be provided. (See sheet MP-4 for list of trees and shrubs historically appropriate for southern plantations.) Buffering of the existing cemetery shall not be required to maintain visibility to the site. (UDO 8.10 & 8.6)
2. Driveways and Parking Areas adjacent to the historic and rental cottages shall be gravel to maintain the historic character of the property, with the exception of accessible parking spaces which shall be paved with exposed aggregate concrete pavement as approved by CAP, and meetings NC Building Code.
3. An exemption from required road improvements to Cotton Gin Road is requested as not to disturb the historic nature of the property.
4. Multi-family residential will be allowed without a SUP but will be limited to the six (6) cottages as shown on the approved master plan.
5. Architectural Commitments: All new structures, including retail, commercial, event venue and cottages shall be constructed with materials that evoke the historic nature of the property while still meeting NC Building Code, with proportionally appropriate windows, doors, porches and roofs.
    i All new buildings shall have exterior siding from fiber cement (Hardi-plank or similar, lap, shake and/or board and batten), brick and/or cultured stone. Vinyl siding is prohibited.
    ii Vinyl may be utilized for soffit, fascia, windows and trim for new buildings.
    iii All cottages shall have a covered front porch or stoop. Minimum depth of a porch is 8’. Minimum depth of a covered stoop is 5’.

iv All roofs shall have 30-year architectural asphalt shingles.

v All roof eaves shall have a minimum 12” overhang.

6. Specific Existing Pecan Trees as noted on approved plans shall be protected to further contribute to atmosphere of property.
7. One Entry Feature (public art) will be installed at the southerly entry from Cotton Gin Road. In addition, two monument signs will be allowed along Cotton Gin Road. Signage shall represent the history of the place with materials, style and colors.
8. The SCMs shall be screened or otherwise enhanced with planting and aeration fountain with the intent of beautifying the area.
9. A large kitchen may be constructed within Commercial Building 1 with use restricted to events occurring on site only.
10. The large retail building may be used for artisanal, small, local manufacturing such as brewery, bakery, furniture, textiles as approved by the Town of Wendell.
11. The property owner/operator shall manage all activities to ensure that noise generated on the premises does not constitute a noise disturbance on adjoining or neighboring properties. The following rules shall apply:

    - Amplified music will occur inside the event venue structure.
    - Between the hours of 10:00 p.m. and 7:00 a.m. (Sunday–Thursday) and 11:00 p.m. to 9:00 a.m. (Friday–Saturday), amplified sound shall not be plainly audible beyond the property line.
    - The operator shall provide a 24-hour contact number for a designated on-site manager to neighbors within 300–500 feet to address noise concerns in real-time.

12. The following changes to the dimensional standards table are requested.

Neighborhood Center	NC Required	NC Requested
Lot Width (Min)	32 ft	*
Lot Depth (Min)	None	*
Front Setback (Min)	0 ft.	*
Front Setback (Max)	10 ft.	None
Front Yard Encroachment	8 ft	*
Side Street Setback (Min)	10 ft.	*
Side Setback (Min)	0 ft. within development or 5 ft.	*
Rear Setback (Min)	0 ft.	*
Rear Setback from Alley (Min)	0 ft.	*
Accessory Structure	0 ft.	*
Maximum Height	3 Stories	*
* No change from UDO 5.14 - Commercial Buildings		

13. The following changes to the permitted use table are requested:

Uses	NC Required	NC Requested
Dwelling - Multifamily	SUP	Permitted
Rooming or Boarding House	PS	Not Permitted
Drive Thru Service	PS	Not Permitted
Funeral Homes	Permitted	Not Permitted
Group Care Facility (More than 6 residents)	PS	Not Permitted
Laundry Services	Permitted	Not Permitted
Residential Treatment Facility	SUP	Not Permitted
Auto Parts Sales	Permitted	Not Permitted
General Retail 10K-50k sf	SUP	PS
Event Venue, Outdoor	SUP	PS
Meeting Facility/Indoor Event Venue	PS	Permitted
Transit Station—Passenger	PS	Not Permitted
Wireless Telecommunication Facility-Steal	SUP	Not Permitted
Wireless Telecommunication Facility-Towe	SUP	Not Permitted
Utilities-Class 1	PS	Not Permitted
Utilities-Class 2	PS	Not Permitted
Colleges/Universities	SUP	Not Permitted
Schools - Elem. & Secondary	P	Not Permitted
Schools - Vocational/Technical	P	Not Permitted
P - Permitted PS - Permitted subject to Additional Standards SUP - Special Use Permit		

Environmental

The applicant will need to obtain stormwater and sedimentation-erosion control permits from Wake County Environmental Services before any site work can commence. The proposed development plan must meet the requirements of the UDO. Wake County provides stormwater, sedimentation, and erosion control services for the Town of Wendell.

- The proposed plans show the development of two stormwater control measures.

Buffers

When a commercial use borders a single-family residential use, a 20-foot Type C buffer is required. The applicant requests that a 10-foot Type C buffer is applied on the border between Commercial Building 2 and homes in Anderson Farm. When similar uses, one in the NC zoning district and one in the R4 zoning district are adjacent to each other, a 10-foot Type C buffer is required. The rest of the border with the Anderson Farm subdivision has a 20-foot Type B buffer.

A Type B buffer is 20 feet wide and contains a tree every 25 feet and a shrub every 6 feet.

A Type C buffer is 10 feet wide and contains a tree every 40 feet and a shrub every 8 feet.

Open Space

The UDO does not require open space dedication for commercial developments.

Streams and Wetlands

UDO Section 16.3 Environmental Survey requires that all streams, wetlands, floodplains, and other features be shown on preliminary plans.

- The plan shows jurisdictional streams as well as flood hazard soils.

Transportation

When projects are anticipated to have more than 100 peak hour trips or 1,000 daily trips, the UDO requires a Transportation Impact Analysis. A TIA was not required for this project as it did not meet the threshold.

The UDO does require right-of-way dedication, additional asphalt, sidewalk, and street trees with a change of use from residential to commercial. Due to the historic nature of this property, the applicant is asking for relief from this UDO requirement through Condition 3.

Phasing

The development proposes four phases with the following improvements:

Phase 1 – install water and sewer utilities, renovate historic house and general store, rough grade gravel entry drive parallel to Cotton Gin Road, install parking for historic house visitors, and construct two entry points.

Phase 2 – renovate historic barn and overseer's house, construct event venue and associated parking, and construct third entry at southern corner of the site.

Phase 3 – construct commercial building and associated parking.

Phase 4 – renovate historic tobacco barn and construct cottages and associated parking.

Comprehensive Plan

The Wendell Blueprint 2030 Comprehensive Plan identifies this parcel Medium Residential Living 2.

MEDIUM RESIDENTIAL LIVING - 2

MRL-2

Characterized by moderate-density residential development, this area is composed of predominantly single-family detached homes but may have attached single-family units such as townhomes and duplexes. The mix of housing types is intended to create intergenerational neighborhoods. The average density of these neighborhoods is between 4 and 8 dwelling units per acre. Improved open spaces in the form of greens, pocket parks, and neighborhood parks are interspersed. Greenway trails connect internally as well as provide links to trails and walkways in neighboring development.







USES + BUILDINGS

Existing Development:
- *Single-family detached homes, up to 4 unit per acre sf/ac*
- *Attached single-family: Duplex*

New Development:
- *Medium-lot single-family detached homes*
- *Small-lot single-family detached homes*
- *Pocket neighborhood cottages*
- *Attached single-family: Duplex, Triplex, Townhome*

Both:
- *Accessory dwelling units**
- *Neighborhood centers and amenity buildings (clubhouses)*
- *Off-street parking*

STREET PATTERN

Street Pattern: *Grid / Modified Grid*

Max Block Length:
- *400'*
- *800' with mid-block pedestrian connections*

Connectivity:
Highly connected internally and externally (to adjacent development)

Street Types:
- *Private*
- *Local 2-lane*
- *Local 2-lane divided*

OPEN SPACE

- *Pocket parks*
- *Formal and informal greens*
- *Neighborhood parks*
- *Greenway trails*

The proposed development does not meet the description of the Medium Residential Living – 2 placetype as it does not allow for commercial development.

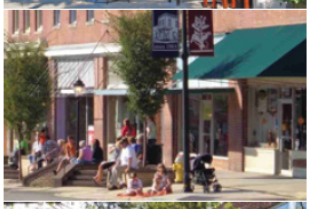
If this conditional district rezoning is approved, the placetype would be changed to Activity Center 1 which is intended for a mix of retail, restaurant, service, office and civic uses in addition to residential. The AC1 placetype also lists an event space and lodging as examples of uses within the placetype.

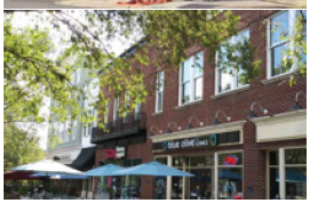
ACTIVITY CENTER 1

AC-1

These areas are intended to be centers of activity that include a mix of retail, restaurant, service, office, and civic uses in addition to a variety of residential housing types. The mix of uses can be horizontal as well as vertical where a change in use can occur between floors of the same building. Buildings of two or more stories are common, and connected streets include short block lengths and pedestrian facilities. Open space is integrated in the form of plazas and formal greens.







USES + BUILDINGS

- *Retail, including specialty and large-format*
- *Restaurants*
- *Movie theaters*
- *Personal services (branch banks, dry cleaners, tailors, hair and nail salons)*
- *Small to medium-sized offices*
- *Attached single-family (townhome)*
- *Multi-family (condominiums, apartments)*
- *Lodging, hotels*
- *Civic uses including governmental offices and services such as library branches*
- *Event spaces such as greens or amphitheaters*

STREET PATTERN

Street Pattern: *Grid, Modified Grid*
Max Block Length: *500'*
Connectivity:

- *High internal and external connectivity (to adjacent development and roadways)*
- *Includes many pedestrian amenities*

Street Types:

- *Private*
- *Local 2-lane with on-street parking*
- *Collector*

OPEN SPACE

- *Plazas and formal greens*
- *Gathering spaces that can be used for events, such as greens and amphitheaters*

Statement of Plan Consistency and Reasonableness

Any recommended change to the zoning map should be accompanied by a statement explaining how the change is/is not consistent with the comprehensive plan and is/is not reasonable in nature.

While the plan is not consistent with Blueprint Wendell 2030, it could be considered reasonable as it assists with the plan goal listed below:

- Centers of Activity CA1. *Support development of key nodes (large and small)*. Consistent with the Future Land Use map, delineate centers of activity where the more intense development includes a mix of uses. This development is adjacent to a development designated as Activity Center 1.
- Historic Preservation H1. *Make a more concerted effort to protect historic properties/areas*, particularly the contributing structures on the two National Register districts to maintain the integrity of each. This property is on the National Register.
- Historic Preservation H1.2. *Work with Capital Area Preservation and Wendell Historical Society to bolster historic preservation efforts.* The development team for this project is working closely with Capital Area Preservation on preserving and revitalizing historic structures on the property.

Neighborhood Meeting

The applicant held a virtual neighborhood meeting on December 11, 2025. Six neighbors were in attendance. Meeting minutes are added as an attachment.

Technical Review Committee (TRC) Comments:

The Technical Review Committee has completed their review of the applicant's Master Plan and the applicant has made corrections based on their comments. Additional review would occur upon submittal of construction drawings (final development plan for conditional districts).

Staff Comments:

The proposed development is inconsistent with the Wendell Comprehensive Plan – Blueprint Wendell 2030 but could be considered reasonable since it fulfills the goals of the comprehensive plan noted above and therefore staff recommends approval.

SITE DATA

PROPERTY ADDRESS:	401 COTTON GIN ROAD, WENDELL, NC
PIN:	1774-64-2539
DEED BOOK:	DB019223 PG02129
REID:	0368488
ACRES:	8.97 AC; 390,733.20 SF
EX. USE:	VACANT HISTORIC HOUSE & FARM PROPERTY
PROPOSED USE:	MIXED-USE, COMMERCIAL, EVENT VENUE, RENTAL COTTAGES
	COMMERCIAL 12,000 S.F.
	EVENT VENUE 5,000 S.F.
	RENTAL COTTAGES 6 UNITS (3 BDRM, 2 BATH)
PARKING REQUIRED	81 SPACES
	Historic House/Commercial (2-3.33 per 1,000sf): 1,800 sf = 4 spaces
	Cottages/Multi-Family (1 space/bedroom): 12 spaces
	Event venue (1 per 4 seats): 100 seats = 25 spaces,
	Commercial (2-3.33 per 1,000sf): 12,000 sf = 40 spaces
PARKING PROVIDED	142 SPACES, (4) spaces min. shall be pervious pvmt.
BICYCLE PRKG REQ.	4 SPACES
BICYCLE PRKG PROV.	4 SPACES
EX. ZONING:	RA (RURAL AGRICULTURAL)
PROPOSED ZONING:	NC-CD
TOWNSHIP:	MARK'S CREEK

(SEE DIMENSIONAL STANDARDS, THIS SHEET FOR SETBACK DISTANCES)

PHASE 1	INSTALL SEWER, WATER UTILITIES, RENOVATE HISTORIC HOUSE AND GENERAL STORE, ROUGH GRADE GRAVEL ENTRY DRIVE PARALLEL TO COTTON GIN ROAD, INSTALL PARKING FOR HISTORIC HOUSE VISITORS AND CONSTRUCT TWO ENTRIES.
PHASE 2	RENOVATE HISTORIC BARN AND OVERSEER'S HOUSE, CONSTRUCT EVENT VENUE AND ASSOCIATED PARKING AND CONSTRUCT THIRD ENTRY AT SOUTH CORNER OF SITE.
PHASE 3	CONSTRUCT COMMERCIAL BUILDING AND ASSOCIATED PARKING.
PHASE 4	RENOVATE HISTORIC TOBACCO BARN AND CONSTRUCT COTTAGES AND ASSOCIATED PARKING.
SURROUNDING USES:	RESIDENTIAL
DISTURBED AREA:	40,000± SF
IMPERVIOUS AREA:	131,200± SF (NEW STRUCTURES & ASSOC. PAVEMENTS) 34% OF TOTAL SITE AREA SUBTRACT 4,374 sf of PERVIOUS PAVEMENT FOR 27 PARKING SPACES = 33%.
FLOOD MAP & DATE:	3720177400K, effective on 7/19/2022 - source: https://msc.fema.gov/

FIRE MARSHAL NOTES:

1. Site shall be ADA compliant.
2. Fire apparatus access road shall be all-weather surface and installed to support the imposed loads of fire apparatus-proof rolled.
3. Fire department access plan - min. truck length of 50 ft. - see turning radius on plans.

EAGLE ROCK PARK

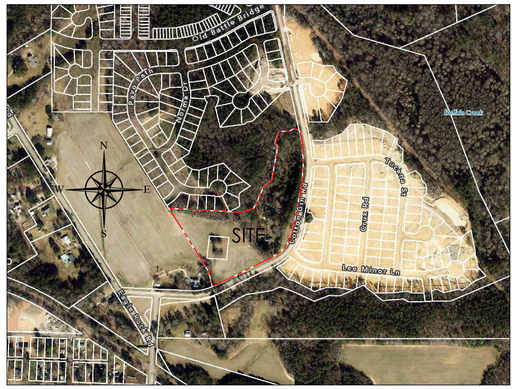
A HISTORIC EVENT VENUE

CONDITIONAL ZONING MASTER PLAN

PIN# 1774-64-2539

401 COTTON GIN ROAD
WENDELL, NC 27951

CASE NUMBER: CD 25-03



VICINITY MAP

SCALE: 1" = 500'

developer:

Sandhar Real Estate, LLC
320 Flatrock Lane
Holly Springs, NC 27540
(919) 924-2154
Contact: Parm Sandhar

owner:

CAPITAL AREA PRESERVATION INC
1101 Haynes St., Ste. 1
Raleigh, NC 27604

civil engineer:

Allen Consulting, PLLC
1609 Old Pine Ct.
Raleigh, North Carolina 27613
(919) 669-3635
Contact: Chris Allen

landscape architect:

TMTLA Associates
5011 Southpark Drive, Ste. 200
Durham, North Carolina 27713
(919) 484-8880
Contact: Tony Tate, PLA

SUBMITTAL DATES

FIRST SUBMITTAL——05/16/2025
SECOND SUBMITTAL——08/06/2025
THIRD SUBMITTAL——09/29/2025
FOURTH SUBMITTAL——10/30/2025

SHEET INDEX

MP-0——COVER SHEET
MP-1——EXISTING CONDITIONS
MP-2——MASTER PLAN
C-4 ——OVERALL STORMWATER
C-5 ——UTILITY PLAN
MP-4——LANDSCAPE PLAN
MP-5——ARCHITECTURE EXAMPLES
MP-6——PRELIMINARY LIGHTING PLAN

PROJECT NARRATIVE

The Eagle Rock Park site is on the north side of Cotton Gin Road between Eagle Rock Road and Old Tarboro Road. The site is 8.97 acres in size and can be further identified with PIN number 1774-64-2539. The property is in the jurisdiction of the Town of Wendell and the Township of Mark's Creek.

The topography is gently rolling, partially wooded with drainage patterns flowing east toward Cotton Gin Road and west toward the Neuse River Basin. Environmental delineations confirm the existence of one stream and is subject to riparian buffers. The buffer borders the northern portion of the property and is fully wooded.

The official Zoning Map for the Town indicates RA, (Rural Agricultural) with a minimum lot size of 1 ac. Blueprint Wendell shows the site as being on the National Register and within the Historic Areas Zone (pg. 24) The Future Comprehensive Plan identifies the site within a Medium Residential 2 Zone (MRL-2) (pg. 42 & 45) which is intended to be moderate-density residential with a mix of housing types, between 4-8 dwelling units per acre, neighborhood and pocket parks, and greenway trails.

The Hood-Anderson Farm is individually listed on the National Register of Historic Places and is therefore a certified historic property that falls under NC Rehab Code. The entire property shall have a preservation easement, held by Capital Area Preservation, placed on it at the closing of the property with the applicant. The preservation easement is modeled after the Secretary of Interior's Standards for the Treatment of Historic Properties in order to maintain and preserve the historic integrity of the property.

The Eagle Rock Park site has been carefully crafted in its rezoning request to fulfill the requirements of the Town and its vision for the restoration of the historic Anderson Hood Farm into a facility capable of bringing the farm back to life for future generations.

The intent is to create a high quality, walkable commercial community surrounding historic treasures with the capacity for people to stay nearby in a charming cottage setting. Sustainable development of the site fulfills the desires of the Town's long-range objectives. Building types are situated in clusters to provide two separate communities and to allow for both active and passive uses.

The large historic pecan trees will be protected in place and focus on them will be encouraged.

Tree-lined and screened parking areas provide shade, screening and separation of uses.

The conditions of the request will offer the Town comfort and assurance that the neighborhood will be constructed as offered and maintained with its vision intact.

The project and the Zoning Conditions proposed are in conformance with the Town of Wendell 2030 Future Land Use Map in regard to the location of the commercial areas to the west and the low-activity areas to the east (Medium Residential Living-2).

The 'neighborhood' design on the east side minimizes the adverse effects to the environment in regard to stream impacts, and traffic by working with the Town of Wendell and our engineer on access points and circulation internal to the site.

The historical components are nestled around the riparian buffers and amongst the old pecan trees and conserving both the structures and the trees allows for the spaces around them to be protected and contiguous with the natural riparian area.

Public services and facilities impacts are minimized via tax revenues supporting the improvements made by the developer.

The health, safety and welfare of the existing residents are improved by our commitment to contributing to the area and providing a network of pedestrian pathways.

The proposed neighborhood will be a benefit to abutting and nearby properties and the Town by providing quality spaces in accordance with Town Guidelines in respect to location, as well as commercial space for community engagement and services. Including commercial areas helps to create needed tax revenue and support local access service, thus reducing trips and local traffic.

ZONING CONDITIONS

1. Landscape buffering of the new parking lot from the historic house shall be provided. (See sheet MP-4 for list of trees and shrubs historically appropriate for Southern Plantations.) Buffering of the existing cemetery shall not be required to maintain visibility to the site. (UDO 8.10 & 8.6)
2. Driveways and Parking Areas adjacent to the historic and rental cottages shall be gravel to maintain the historic character of the property, with the exception of accessible parking spaces which shall be paved with exposed aggregate concrete pavement as approved by CAP, and meets NC Building Code.
3. An exemption from required road improvements to Cotton Gin Road is requested as not to disturb the historic nature of the property.
4. Multi-family residential will be allowed without a SUP but will be limited to the six (6) cottages as shown on the approved master plan.
5. Architectural Commitments: All new structures including retail, commercial, event venue and cottages shall be constructed with materials that evoke the historic nature of the property while still meeting NC Building Code, with proportionally appropriate windows, doors, porches and roofs.
   - 5.1. All new buildings shall have exterior siding from fiber cement (Hardi-plank or similar, lap, shake and/or board and batten), brick and/or cultured stone. Vinyl siding is prohibited.
   - 5.2. Vinyl may be utilized for soffit, fascia, windows and trim for new buildings.
   - 5.3. All cottages shall have a covered front porch or stoop. Minimum depth of a porch is 8'. Minimum depth of a covered stoop is 5'.
   - 5.4. All roofs shall have 30-year architectural asphalt shingles.
   - 5.5. All roof eaves shall have a minimum 12" overhang.
6. Specific Existing Pecan Trees as noted on approved plans shall be protected to further contribute to atmosphere of property.
7. One Entry Feature (public art) will be installed at the southerly entry from Cotton Gin Road. In addition, two monument signs will be allowed along Cotton Gin Road. Signage shall represent the history of the place with materials, style and colors.
8. The SCMs shall be screened or otherwise enhanced with planting and aeration fountain with the intent of beautifying the area.
9. A large kitchen may be constructed within Commercial Building 1 with use restricted to events occurring on site only.
10. The large retail building may be used for artisanal, small, local manufacturing such as brewery, bakery, furniture, textiles as approved by the Town of Wendell.
11. The property owner/operator shall manage all activities to ensure that noise generated on the premises does not constitute a noise disturbance on adjoining or neighboring properties. The following rules shall apply:
    - 11.1. Amplified music will occur inside the event venue structure.
    - 11.2. Between the hours of 10:00 p.m. and 7:00 a.m. (Sunday–Thursday) and 11:00 p.m. to 9:00 a.m. (Friday–Saturday), amplified sound shall not be plainly audible beyond the property line.
    - 11.3. The operator shall provide a 24-hour contact number for a designated on-site manager to neighbors within 300–500 feet to address noise concerns in real-time.
12. The following changes to the dimensional standards table are requested:

Neighborhood Center	NC Required	NC Requested
Lot Width (Min)	32 ft	*
Lot Depth (Min)	None	*
Front Setback (Min)	0 ft.	*
Front Setback (Max)	10 ft.	None
Front Yard Encroachment	8 ft	*
Side Street Setback (Min)	10 ft.	*
Side Setback (Min)	0 ft. within development or 5 ft.	*
Rear Setback (Min)	0 ft.	*
Rear Setback from Alley (Min)	0 ft.	*
Accessory Structure	0 ft.	*
Maximum Height	3 Stories	*

* No change from UDO 5.14 - Commercial Buildings

13. The following changes to the permitted use table are requested:

Uses	NC Required	NC Requested
Dwelling - Multifamily	SUP	Permitted
Rooming or Boarding House	PS	Not Permitted
Drive Thru Service	PS	Not Permitted
Funeral Homes	Permitted	Not Permitted
Group Care Facility (More than 6 residents)	PS	Not Permitted
Laundry Services	Permitted	Not Permitted
Residential Treatment Facility	SUP	Not Permitted
Auto Parts Sales	Permitted	Not Permitted
General Retail 10K-50k sf	SUP	PS
Event Venue, Outdoor	SUP	PS
Meeting Facility/Indoor Event Venue	PS	Permitted
Transit Station—Passenger	PS	Not Permitted
Wireless Telecommunication Facility-Steal	SUP	Not Permitted
Wireless Telecommunication Facility-Towe	SUP	Not Permitted
Utilities-Class 1	PS	Not Permitted
Utilities-Class 2	PS	Not Permitted
Colleges/Universities	SUP	Not Permitted
Schools - Elem. & Secondary	P	Not Permitted
Schools - Vocational/Technical	P	Not Permitted

P - Permitted
PS - Permitted subject to Additional Standards
SUP - Special Use Permit

City of Raleigh Public Utilities Department

Preliminary approval only. Does not constitute construction approval for any proposed water or sewer main extensions. Valid only with signature of a City of Raleigh Review Officer. This electronic approval may not be edited once issued. Any modification to this approval once issued will invalidate this approval.

811 Know what's below. Call before you dig. Dial 811 or 1-800-632-4949

TMTLA ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
5011 SOUTHPARK DRIVE, STE.200-DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551 PORTLAND DESIGN PLLC DBA TMTLA ASSOCIATES

PRELIMINARY
NOT FOR
CONSTRUCTION

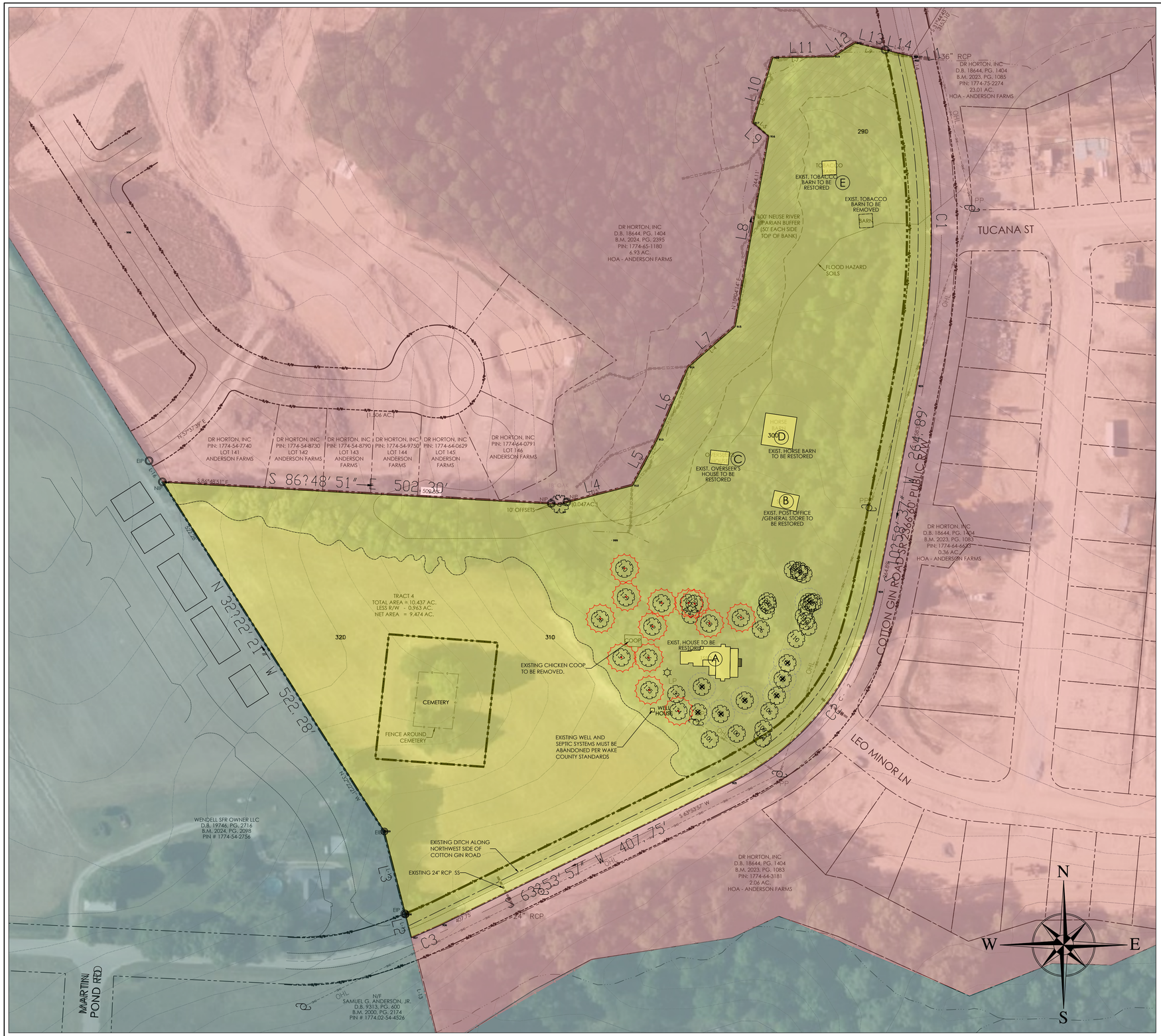
CIVIL ENGINEER
ALLEN CONSULTING, PLLC
10609 OLD PINE CT.
RALEIGH, NC 27613
919 669-3635

REVISIONS:

2025-08-06 REV PER T.O.W. COMMENTS
2025-09-29 REV PER T.O.W. COMMENTS
2025-11-07 REV PER T.O.W. COMMENTS
2026-01-15 REV ZONING COND.

COVER SHEET
EAGLE ROCK PARK
401 COTTON GIN ROAD
WENDELL, NC 27591

SCALE: AS NOTED
DRAWN BY: TMT
PROJECT # 24107
DATE: 2025-05-16
SHEET MP - 0
OF



1 MP-1 EXISTING CONDITIONS PLAN
SCALE: 1"=60'

PROPERTY LEGEND

A. HISTORIC ANDERSON HOOD HOUSE
B. HISTORIC COUNTRY STORE AND POST OFFICE
C. OVERSEER'S HOUSE
D. HORSE BARN
E. TOBACCO BARN

EXISTING CONDITIONS NOTES

1. BOUNDARY INFORMATION TAKEN FROM SURVEY FROM CAWTHORNE, MOSS & PANCIERA, PC UNDATED.
2. TOPOGRAPHIC INFORMATION PER WAKE COUNTY GIS.
3. PROJECT SITE IS NOT LOCATED WITHIN ANY SPECIAL FLOOD HAZARD AREAS OR FUTURE CONDITIONS FLOOD HAZARD AREAS, AS SHOWN ON FIRM PANEL # 3720018300OJ (ZONE X) DATED MAY 2, 2006.
4. BUFFERED STREAMS WITHIN THE PROJECT SITE MAY EXIST AND SHALL BE VERIFIED.
5. EXISTING CONDITIONS AS SHOWN ON THESE PLANS ARE GENERAL AND ILLUSTRATIVE IN NATURE AND DO NOT INCLUDE MECHANICAL, ELECTRICAL AND MISCELLANEOUS STRUCTURES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW THE PROJECT SITE AND FAMILIARIZE WITH ACTUAL FIELD CONDITIONS PRIOR TO BIDDING AND COMMENCING WORK. IF FIELD CONDITIONS ARE FOUND TO BE SIGNIFICANTLY DIFFERENT THE CONTRACTOR SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER IMMEDIATELY.

EXISTING SITE DATA:

EXISTING ZONE:	RA
MIN. LOT SIZE:	1 ACRE
BUILDING TYPES ALLOWED:	CIVIC, INSTITUTIONAL, HOUSE-STREET.
MIN. LOT WIDTH:	100 FT.
MIN. LOT DEPTH:	100 FT.
FRONT SETBACK:	40 FT.
FRONT ENCROACH:	8 FT.
SIDE SETBACK:	10 FT.
REAR SETBACK:	30 FT.
ACCESS STRUCT. SETBACK:	5 FT.
MAX. BLDG. HT.:	35'

LEGEND:
- ZONE RA
- ZONE NC-CD
- ZONE R4-CD

EXISTING TREE INDEX

103	CEDAR26	125	OAK26
104	CLUSTER8	126	CEDAR30
105	CEDAR24	127	PECAN10
106	CEDAR24	128	PECAN27
107	CEDAR26	129	PECAN15
108	CEDAR27	130	PECAN13
109	CEDAR40	131	MAG15
110	CEDAR30	132	MAG9
111	PINOAK20	133	MAG18
112	OAK25	134	PECAN27
113	CEDAR15	135	PECAN37
114	OAK15	136	PECAN36
115	OAK12	137	PECAN36
116	OAK12	138	PECAN39
117	OAK8	139	PECAN15
118	PINE18	140	PECAN28
119	CEDAR7	141	PECAN24
120	CEDAR15	142	PECAN29
121	CEDAR6	143	PINOAK28
122	PINE20		

EXISTING TREE LEGEND:

- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE RETAINED/PROTECTED
- EXISTING PECAN TREE TO BE RETAINED/PROTECTED

TMTLA ASSOCIATES
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p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL FIRM No. C-551
DBA TMTLA ASSOCIATES

PRELIMINARY
NOT FOR CONSTRUCTION

CIVIL ENGINEER
ALLEN CONSULTING, PLLC
10609 OLD PINE CT.
RALEIGH, NC 27613
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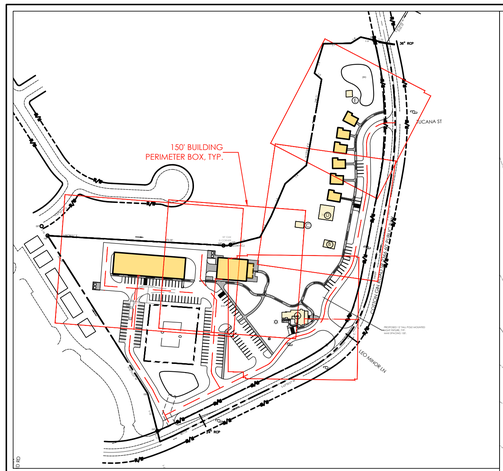


FIRE TRUCK ACCESS PROXIMITY PLAN

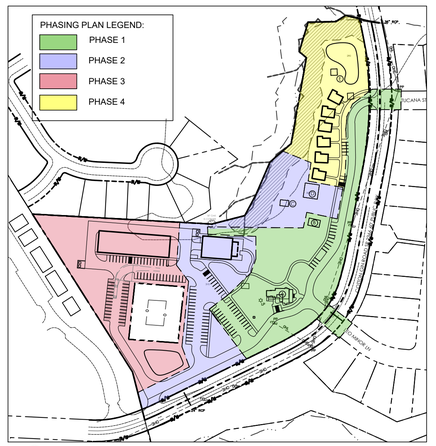
SCALE: 1"=200'

PROPERTY LEGEND

A. HISTORIC ANDERSON HOOD HOUSE
B. HISTORIC COUNTRY STORE AND POST OFFICE
C. OVERSEER'S HOUSE
D. HORSE BARN
E. TOBACCO BARN

SITE LAYOUT PLAN NOTES

1. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL TOWN OF WENDELL, AND NCDOT STANDARDS AND SPECIFICATIONS AS APPLICABLE. IF DISCREPANCIES ARE FOUND THE MORE STRINGENT REQUIREMENTS WILL PREVAIL.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE THE PROPOSED WORK. NO CHANGES MAY BE MADE TO THE APPROVED DRAWINGS WITHOUT WRITTEN PERMISSION FROM THE ISSUING AUTHORITY.
3. DIMENSIONS ARE TO EDGE OF PAVEMENT, EDGE OF SIDEWALK, BACK OF CURB, CENTERLINE OF COLUMN AND FACE OF BUILDING WALL UNLESS OTHERWISE NOTED. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL CONSTRUCTION TRADES PRIOR TO START OF CONSTRUCTION. CONTRACTOR TO REFERENCE CURRENT ARCHITECTURAL DRAWINGS FOR BUILDING INFORMATION.
5. ALL PAINT STRIPING, PAVEMENT MARKINGS, AND SIGNAGE SHALL CONFORM TO THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. PAINT STRIPING SHALL BE WHITE UNLESS OTHERWISE NOTED.
6. ALL LANDSCAPE ISLANDS SHALL HAVE RAISED CURB AND GUTTER, MINIMUM CURB RADII SHALL BE 3' UNLESS OTHERWISE NOTED.
7. A SEPARATE PERMIT AND APPROVAL IS REQUIRED FOR SIGNS.
8. FIRE LANE MARKING AND SIGNAGE TO BE IN ACCORDANCE WITH LOCAL GUIDELINES. CONTRACTOR TO CONTACT THE LOCAL FIRE MARSHAL FOR INSTRUCTIONS.
9. THE SITE WILL BE FULLY COMPLIANT WITH THE NORTH CAROLINA ACCESSIBILITY CODES (ANSI 117.1 -2009 AND CHAPTER 11 OF THE NCBC) UNLESS AND EXCEPT IN AREAS WHERE AN APPROVED STATEMENT FROM A SITE ENGINEER, SURVEYOR OR ARCHITECT VERIFIES THAT SITE CONDITIONS EXIST WHERE THE TOPOGRAPHY OF THE SITE IS EXTREME AND ONLY ALTERNATE METHODS OF COMPLIANCE ARE POSSIBLE.
10. ALL PAVEMENT PATCHING SHALL BE PERFORMED PER TOWN OF WENDELL OR NCDOT STANDARDS AND SPECIFICATION, AS APPLICABLE.
11. CONTRACTOR SHALL UTILIZE SIGNS, BARRICADES, FLAGMEN OR GUARDS AS REQUIRED TO PROTECT THE SAFETY OF ALL VEHICULAR AND PEDESTRIAN TRAFFIC DURING CONSTRUCTION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT OF ALL WORK AS ILLUSTRATED ON THE PLANS. ALL PROJECT STAKING SHALL BE PERFORMED BY A REGISTERED PROFESSIONAL SURVEYOR PAID BY THE CONTRACTOR. DO NOT SCALE THE DRAWINGS. DIGITAL INFORMATION IS PROVIDED FOR CONSTRUCTION DRAWINGS. IF EXISTING CONDITIONS DIFFER FROM THOSE ILLUSTRATED ON THE PLANS, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
13. CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR TO COMPLETE THE WORK ILLUSTRATED ON THE DRAWINGS.
14. WITHIN THE SIGHT TRIANGLES SHOWN ON THIS PLAN, NO OBSTRUCTION BETWEEN TWO (2) FEET AND EIGHT (8) FEET IN HEIGHT ABOVE THE CURB LINE ELEVATION OR THE NEAREST TRAVELED WAY IF NO CURBING EXISTS.
15. ALL NEW UTILITIES SHALL BE LOCATED UNDERGROUND UNLESS OTHERWISE NOTED.



2 MP-2 PRELIMINARY PHASING PLAN

SCALE: 1"=200'

City of Raleigh Public Utilities Department

Preliminary approval only. Does not constitute construction approval for any proposed water or sewer main extensions. Valid only with signature of a City of Raleigh Review Officer. This electronic approval may not be edited once issued. Any modification to this approval once issued will invalidate this approval.

1 MP-2 PRELIMINARY MASTER PLAN

SCALE: 1"=60'

60' 30' 0 60' 120'

SCALE: 1" = 60'

TMTLA ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
5011 SOUTHPARK DRIVE, STE.200-DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551
DBA TMTLA ASSOCIATES

PRELIMINARY NOT FOR CONSTRUCTION

CIVIL ENGINEER
ALLEN CONSULTING, PLLC
10609 OLD PINE CT.
RALEIGH, NC 27613
919 669-3635

REVISIONS:

2025-08-06 REV PER T.O.W. COMMENTS
2025-09-29 REV PER T.O.W. COMMENTS
2025-11-07 REV PER T.O.W. COMMENTS
2026-01-15 REV ZONING COND.

PRELIMINARY MASTER PLAN
EAGLE ROCK PARK

401 COTTON GIN ROAD
WENDELL, NC 27591

SCALE: AS NOTED
DRAWN BY: TMT
PROJECT # 24107
DATE: 2025-05-16
SHEET MP - 2
OF



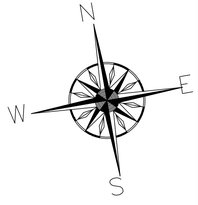
GENERAL CONTRACTOR

PRIOR TO BEGINNING ANY CONSTRUCTION, FIELD VERIFYING LOCATION DEPTH, TYPE, MATERIAL AND CONDITION OF ALL EXISTING UTILITIES IN CASE OF CONFLICT THE ENGINEER MUST BE NOTIFIED.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN

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919.868.1555
callen@allencm.com

OVERALL STORMWATER

EAGLE ROCK
401 COTTON GIN RD WENDELL, NC

REVISIONS:

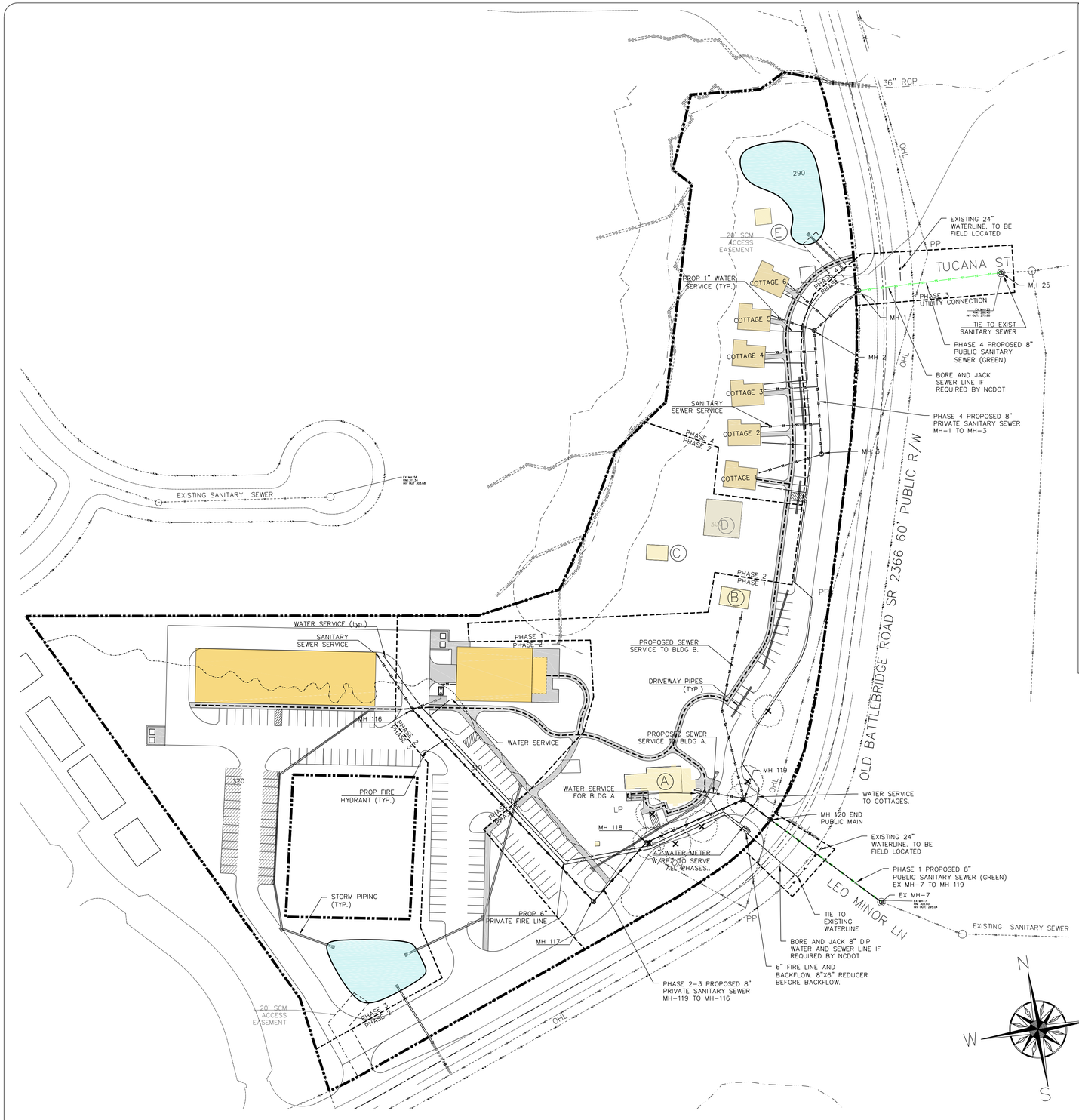
SCALE:

DRAWN BY: CTA

DATE: 9/23/2025

PROJECT NO.

SHEET C4 OF



STANDARD UTILITY NOTES

• Utility Plan(s) for City of Raleigh and Merger Towns

STANDARD UTILITY NOTES:

1. All materials & construction methods shall be in accordance with City of Raleigh design standards, details & specifications (reference: CORPUD Handbook, current edition)
2. Utility separation requirements:
   a) A distance of 100' shall be maintained between sanitary sewer & any private or public water supply source such as an impounded reservoir used as a source of drinking water. If adequate lateral separation cannot be achieved, ferrous sanitary sewer pipe shall be specified & installed to waterline specifications. However, the minimum separation shall not be less than 25' from a private well or 50' from a public well.
   b) When installing water &/or sewer mains, the horizontal separation between utilities shall be 10'. If this separation cannot be maintained due to existing conditions, the variation allowed is the water main in a separate trench with the elevation of the water main at least 18" above the top of the sewer & must be approved by the Public Utilities Director. All distances are measured from outside diameter to outside diameter.
   c) Where it is impossible to obtain proper separation, or anytime a sanitary sewer passes over a watermain, DIP materials or steel encasement extended 10' on each side of crossing must be specified & installed to waterline specifications.
   d) 5.0' minimum horizontal separation is required between all sanitary sewer & storm sewer facilities, unless DIP material is specified for sanitary sewer
   e) Maintain 18" min. vertical separation at all watermain & RCP storm drain crossings; maintain 18" min. vertical separation at all sanitary sewer & RCP stormdrain crossings. Where adequate separations cannot be achieved, specify DIP materials & a concrete cradle having 6" min. clearance (per CORPUD details W- 41 & S-49).
   f) All other underground utilities shall cross water & sewer facilities with 18" min. vertical separation required.
3. Any necessary field revisions are subject to review & approval of an amended plan &/or profile by the City of Raleigh Public Utilities Department prior to construction.
4. Developer shall provide 30 days advance written notice to owner for any work required within an existing City of Raleigh Utility Easement traversing private property.
5. Contractor shall maintain continuous water & sewer service to existing residences & businesses throughout construction of project. Any necessary service interruptions shall be preceded by a 24-hour advance notice to the City of Raleigh Public Utilities Department.
6. SEWER BYPASS PUMPING – A bypass plan sealed by an NC Professional Engineer shall be provided to Raleigh Water prior to pumping operations for approval. The operations and equipment shall comply with the Public Utilities Handbook.
7. 3.0' minimum cover is required on all water mains & sewer force mains. 4.0' minimum cover is required on all reuse mains.
8. It is the developer's responsibility to abandon or remove existing water & sewer services not being used in redevelopment of a site unless otherwise directed by the City of Raleigh Public Utilities Department. This includes abandoning tap at main & removal of service from ROW or easement per CORPUD Handbook procedure.
9. Install water services with meters located at ROW or within a 2'x2' Waterline Easement immediately adjacent. NOTE: it is the applicant's responsibility to properly size the water service for each connection to provide adequate flow & pressure.
10. Inspections of 4" and larger water mains of the private distribution system will be inspected as part of the infrastructure permit.
11. Private sewer mains as part of a collection system are permitted and inspected under the private Infrastructure permit for sewer.
12. Any water or sewer services on private property that will be installed under Construction Drawings may require a Plumbing Utility Permit in the City of Raleigh. Consult with the Engineering Inspection Coordinator during the pre-construction meeting on the necessary permits.
13. Install sewer services with cleanouts located at ROW or easement line & spaced per the current NC Plumbing code.
14. Pressure reducing valves are required on all water services exceeding 80 psi; backwater valves are required on all sanitary sewer services having building drains lower than 1.0' above the next upstream manhole.
15. All environmental permits applicable to the project must be obtained from NCDWQ, USACE &/or FEMA for any riparian buffer, wetland &/or floodplain impacts (respectively) prior to construction.
16. NCDOT / Railroad Encroachment Agreements are required for any utility work (including main extensions & service taps) within state or railroad ROW prior to construction.
17. Grease Interceptor / Oil Water Separator sizing calculations & installation specifications shall be approved by the RW FOG Program Coordinator prior to issuance of a UC and/or Building Permit. Contact (919) 996-4516 or fog@raleighnc.gov for more information.
18. Cross-connection control protection devices are required based on the degree of health hazard involved as listed in Appendix B of the Rules Governing Public Water Systems in North Carolina.
19. The devices shall meet the American Society of Sanitary Engineering (ASSE) standards and be on the University of Southern California approval list.
20. The device and installation shall meet the guidelines of Appendix A – Guidelines and Requirements for the Cross Connection Program in Raleigh's Service Area.
21. The devices shall be installed and tested (both, initial and periodic testing thereafter) in accordance with the manufacturer's recommendations or the local cross connection control program, whichever is more stringent. Contact Cross.connection@raleighnc.gov for more information.
22. NOTICE for projects that involve an oversized main or urban main replacement. Any City reimbursement greater than $250,000.00 must undergo the public bidding process.
23. Private sub-metering - No resale of water shall occur without approval of the North Carolina Utility Commission. Sub-metering shall be in accordance with Section 1400 of the "SAFE DRINKING WATER ACT".

ATTENTION CONTRACTORS

The Contractor responsible for the extension of water, sewer, and/or reuse, as approved in these plans, is responsible for contacting the Public Utilities Inspector at 919-996-3245 or https://cityworks.raleighnc.gov/pucontractors and schedule a Pre-construction meeting prior to beginning any construction.
Raleigh Water must be contacted at (919) 996-4540 at least twenty-four hours prior to beginning any work activity around critical water and sewer infrastructure.

Failure to notify the Divisions in advance of beginning construction, will result in the issuance of monetary fines, and require reinstallation of any water or sewer facilities not inspected as a result of this notification failure.

Failure to call for Inspection, install a downstream plug, have permitted plans on the jobsite, or any other violation of City of Raleigh Standards will result in a fine and possible exclusion from future work in the City of Raleigh.

GENERAL CONTRACTOR

PRIOR TO BEGINNING ANY CONSTRUCTION, FIELD VERIFYING LOCATION DEPTH, TYPE, MATERIAL AND CONDITION OF ALL EXISTING UTILITIES IN CASE OF CONFLICT THE ENGINEER MUST BE NOTIFIED.

GENERAL NOTES

1. INSTALL WATERMAINS WITH A COVER OF NO LESS THAN 3-FT. INSTALL WATER SERVICES WITH NO LESS THAN 18-IN OF COVER TO SUBGRADE.
2. INSTALL SEWER MAINS WITH A COVER OF NO LESS THAN 4-FT TO FINISHED GRADE UNLESS DUCTILE IRON PIPE IS USED. INSTALL SEWER SERVICES WITH NO LESS THAN 24-IN COVER TO SUBGRADE.
3. INSTALL ALL UTILITIES TO PROVIDE REQUIRED CLEARANCES AS INDICATED IN THE SPECIFICATIONS.
4. WATERLINES AND SEWER MAINS SHALL BE INSTALLED WITH A MINUMUM HORIZONTAL CLEARANCE OF 10-FT.
5. WATER AND SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24-IN TO STORM DRAINAGE PIPES.
6. COORDINATE AND SCHEDULE INSTALLATION OF ALL UTILITIES WITH OTHER PRIME CONTRACTORS, UTILITY COMPANIES AD OTHER TRADES INCLUDING BUT NOT LIMITED TO: PSNC, DUKE ENERGY, TELEPHONE AND CATV.
7. VERIFY EXISTIPNG CONDITIONS AND CONNECTION TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
8. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
9. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSBC AND OSHA REQUIREMENTS.
10. THE CONTRACTOR SHALL PROVIDE AS AS-BUILT SURVEY OF ALL UTILITY AND STORM DRAINAGE IMPROVEMENTS FOLLOWING CONSTRUCTION.
11. CONTRACTOR SHALL PHASE DEMOLITION AND NEW CONSTRUCTION TO ENSURE UNINTERRUPTED ACCESS AND UTILITY TO ADJACENT FACILITIES.
12. SEE GENERAL NOTES ON EXISTING CONDITIONS AND DEMOLITION PLAN FOR REQUIREMENTS FOR REMOVAL AND PATCHING OF PAVEMENT FOR UTILITY INSTALLATION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL JURISDICTION STANDARDS AND SPECIFICATIONS.
14. CONTRACTOR TO PROVIDE TESTING FOR FILL ON SEWER LINES.
15. CONTRACTOR WILL NEED TO HAVE A PRE-CONSTRUCTION MEETING WITH WAKE COUNTY AND AQUA PRIOR TO RELEASE OF APPROVED PERMITTED PLANS.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN

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RALEIGH, NC 27613
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callen@allencm.com
ALLEN CONSULTING, PLLC

UTILITY PLAN

EAGLE ROCK
401 COTTON GIN RD WENDELL, NC

REVISIONS:

SCALE:

DRAWN BY: CTA

DATE: 11/5/2025

PROJECT NO.

SHEET C5 OF



1 MP-4 PRELIMINARY LANDSCAPE PLAN
SCALE: 1"=60'

PROPERTY LEGEND

A. HISTORIC ANDERSON HOOD HOUSE
B. HISTORIC COUNTRY STORE AND POST OFFICE
C. OVERSEER'S HOUSE
D. HORSE BARN
E. TOBACCO BARN

LANDSCAPE PLAN NOTES

1. ALL PLANT MATERIAL ON THIS SITE MUST MEET MINIMUM TOWN OF WENDELL UDO REQUIREMENTS FOR SIZE, HEIGHT, AND SPACING. PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND IN CONFORMANCE WITH THE GENERAL PLANTING NOTES AND DETAILS WITHIN THIS PLAN SET.
2. PLANTING STOCK SHALL MEET ALL STANDARDS WITHIN THE LATEST EDITION OF "AMERICAN STANDARDS FOR NURSERY STOCK." ALL PLANTS SHALL BE VIGOROUS, HEALTHY MATERIAL FREE FROM PESTS AND DISEASE.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW THE PROJECT SITE AND FAMILIARIZE WITH ACTUAL FIELD CONDITIONS PRIOR TO BIDDING AND COMMENCING WORK. THE CONTRACTOR SHALL ACCEPT ACTUAL CONDITIONS AT THE SITE AND PERFORM THE WORK SPECIFIED INCLUDING THE FINE GRADING AND INCORPORATION OF TOPSOIL INTO PLANTING AREAS, WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATIONS FROM GRADES AND CONDITIONS SHOWN WEATHER SURFACE OR SUBSURFACE. IF FIELD CONDITIONS ARE FOUND TO BE SIGNIFICANTLY DIFFERENT THE CONTRACTOR SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER IMMEDIATELY AND PRIOR TO ORDERING MATERIALS.
4. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS TO PERFORM THE WORK.
5. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES ABOVE AND BELOW GROUND AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR ACTIVITIES. CONTRACTOR SHALL NOTIFY NORTH CAROLINA ONE CALL (1-800-632-4949) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR TO CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF NORTH CAROLINA ONE CALL. THE CONTRACTOR MAY ALSO NEED TO ENGAGE A PRIVATE UTILITY LOCATING FIRM AT THEIR OWN COST TO EFFICIENTLY HAVE ALL UTILITIES LOCATED.
6. ANY DAMAGE TO EXISTING IMPROVEMENTS OUTSIDE OF THE PROJECT LIMITS, INCLUDING CURB AND GUTTER, SIDEWALKS, PAVED OR TURF AREAS SHALL BE REPAIRED TO ORIGINAL CONDITIONS BY THE CONTRACTOR WITHOUT ADDITIONAL COST TO THE DEVELOPER.
7. PLANT QUANTITIES TO BE VERIFIED BY LANDSCAPE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE PLANS AS COMPARED TO THE PLANT LIST THE CONTRACTOR SHALL PROVIDE THE QUANTITY SHOWN ON THE PLANS.
8. CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT FOR ANY PLANT SUBSTITUTIONS OR MODIFICATIONS TO THE LANDSCAPE PLANS. THIS MAY REQUIRE A MODIFICATION TO THE APPROVED PLANS. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES ON THE PLANS.
9. ALL ABOVE GROUND MECHANICAL EQUIPMENT, ELECTRICAL TRANSFORMERS, DUMPSTERS, BACKFLOW PREVENTERS, AND VALVE BOXES SHALL BE SCREENED FROM VIEW OF ADJACENT PROPERTIES AND RIGHT-OF-WAY WHILE MAINTAINING REQUIRED ACCESS TO LOCAL CODE STANDARDS AND REQUIREMENTS.
10. WITHIN THE SIGHT TRIANGLES SHOWN ON THIS PLAN, NO OBSTRUCTIONS BETWEEN TWO FEET AND EIGHT FEET IN HEIGHT ABOVE THE NEAREST VEHICLE SURFACE OR ADJACENT CURB LINE SHALL BE ALLOWED.
11. ALL UNPAVED AREAS SHALL BE TOPSOILED AND SEEDED / SODDED OR MULCHED TO THE LIMITS OF CONSTRUCTION BASED ON ACTUAL FIELD CONDITIONS BEYOND THE APPROVED PLANS.
12. ALL SOD TO BE REBEL FESCUE IV, TURF GEM, LESCO OR EQUAL. ALL SEED TO BE REBEL FESCUE IV, TURF GEM, LESCO OR EQUAL @ 6 LBS. PER 1000 S.F. IN LAWN AREAS 3" TOPSOIL SHALL BE TILLED INTO THE TOP 6" OF GROUND PRIOR TO SEEDING.
13. SLOPES GREATER THAN 3:1 SHALL REQUIRE HYDRO-SEEDING. SLOPES GREATER THAN 2:1 SHALL BE SODDED WITH CENTIPEDE GRASS. ADDITIONAL STABILIZATION MEASURES MAY BE REQUIRED FOR SLOPES GREATER THAN 3:1 TO ENSURE SOIL STABILIZATION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
14. INTERIOR MULCH SHALL BE DOUBLE GROUND PINE BARK TO A DEPTH OF 4". PERIMETER LANDSCAPE BUFFERS SHALL BE MULCHED WITH 4" PINE STRAW TO BED LINES SHOWN OR BUFFER LIMITS. BED LINES SHALL CONFORM TO CONFIGURATION SHOWN ON THE PLANS.
15. PINE STRAW SHALL NOT BE USED AS MULCH OR GROUNDCOVER WITHIN TEN FEET OF ANY STRUCTURES CONSISTING OF EXTERIOR COMBUSTIBLE CONSTRUCTION.
16. CONTRACTOR SHALL LEVEL AND SMOOTH ALL DISTURBED AREAS AND REMOVE ALL ROCKS AND CONSTRUCTION DEBRIS PRIOR TO SEEDING, SOD OR PLANT INSTALLATION.
17. NOTE THAT WITHIN LANDSCAPED AREAS SURROUNDING BUILDING, THE GRADES SHOWN ON THE GRADING SHEET ARE "TOP OF MULCH" OR "TOP OF TOPSOIL." CONTRACTOR SHALL ENSURE POSITIVE FINISHED DRAINAGE (MIN. 2%) AWAY FROM ALL BUILDINGS AND COORDINATE WITH THE LANDSCAPE PLAN TO LEAVE SUBGRADE LOW ENOUGH TO MAINTAIN THESE SPOTS AS FINISHED GRADE.
18. OWNER SHALL MAINTAIN ALL PLANT BEDS AND PLANT MATERIAL IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH THE SAME PLANT MATERIAL ORIGINALLY SPECIFIED ON THIS PLAN.
19. TREE PLANTING AND SITE LIGHTING SHALL BE SEPARATED BY AT LEAST 10 FEET.

LEGEND:

STREET TREES PLANTED 40' O.C. TYPICAL
Combination of:
- Princeton American Elm (Ulmus Americana 'Princeton')
- Trident Maple (Acer buergerianum)
- Black Gum (Nyssa sylvatica)

INTERIOR UNDERSTORY TREES
Combination of:
- Serviceberry (Amelanchier arborea) (Tilia tomentosa),
- Eastern Redbud (Cercis canadensis)
- Hinoki Falsecypress (Chamaecyparis obtusa)

Burford Hollies shall be included throughout the planting plan.

PARKING SCREENING
Combination of Redbuds, Fothergillas, Inkberrys, Azaleas, Hollys, & Boxwoods to create an evergreen screen a min. of 4' high.

HISTORICALLY APPROPRIATE PLANTS FOR SOUTHERN PLANTATIONS:
Canopy Trees: River Birch, Red Maple, Black Gum, Southern Magnolia, Pin Oak, and White Oak.
Understory Trees: Redbud, Dogwood, Serviceberry, and Sweet Bay Magnolia.
Shrubs: Fothergilla, Inkberry, Hydrangea and Gardenia.

Additional plantings to be determined.

NOTES:
1. TREES IN OPEN SPACES: Min. 2" cal., 8-12' ht.
2. BUFFERS: Existing trees shall be used to the maximum extent possible and will be supplemented as needed to meet buffer requirements. Shrub layer to be planted.
3. HVAC Units and trash storage areas shall be screened with vegetation or enclosed by Town of Wendell approved enclosure materials
4. Street trees will be chosen from the Approved Residential Street Tree List from UDO: Appendix F. Street Trees shall be installed per this development plan, min. 2" cal., 8-12' ht.

LANDSCAPE REQUIREMENTS:

Street Tree per 40 lf.:
1 Canopy Tree
10' wide Street Yard per 100 lf.:
2 Canopy Trees or 4 Understory Trees
8 Shrubs (5 to 7 gallon)
or a combination thereof to include a minimum of 50% evergreens
TYPE C Buffer yards - (10 wide):
1 Canopy Tree per 40 lf.
1 Shrub per 8 lf.
Parking Lot Landscaping:
1 Canopy Tree per 12 spaces
4 Shrubs per 12 spaces
Parking Lot Screening:
Min. width: 10'
Semi-opaque screen from the ground to at least 3.5 in height

TMTLA ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
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NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 551 No. C-551 CORNELIUS HOLLAND DESIGN PLLC
DBA TMTLA ASSOCIATES

PRELIMINARY
NOT FOR CONSTRUCTION

CIVIL ENGINEER
ALLEN CONSULTING, PLLC
10609 OLD PINE CT.
RALEIGH, NC 27613
919 669-3635

REVISIONS:
2025-08-06 REV PER T.O.W. COMMENTS
2025-09-29 REV PER T.O.W. COMMENTS
2025-11-07 REV PER T.O.W. COMMENTS
2026-01-15 REV ZONING COND.

PRELIMINARY LANDSCAPE PLAN EAGLE ROCK PARK

401 COTTON GIN ROAD
WENDELL, NC 27591

SCALE: AS NOTED
DRAWN BY: TMT
PROJECT # 24107
DATE: 2025-05-16
SHEET MP - 4
OF

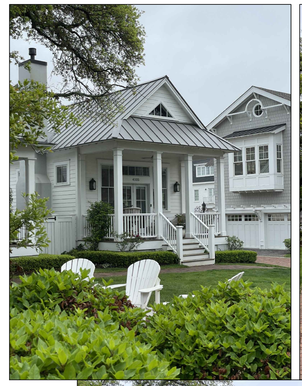




HISTORIC HOUSE
(To be restored)



TOBACCO BARN
(To be restored)







PROPOSED COTTAGES



COMMERCIAL BUILDING 1 - VENUE EXAMPLE



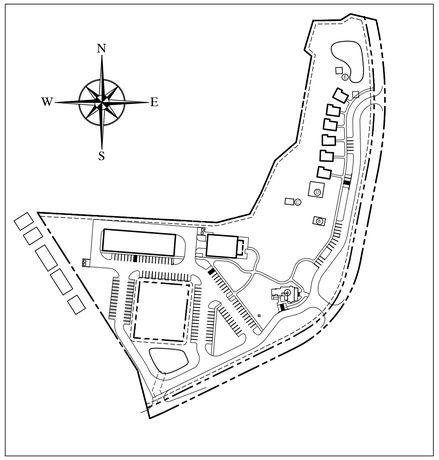
EXISTING COUNTRY STORE & POST OFFICE
(To be restored)



EXISTING OVERSEER'S HOUSE
(To be restored)



EXISTING HORSE BARN
(To be restored)



KEY PLAN

PROPERTY LEGEND

A. HISTORIC ANDERSON HOOD HOUSE
B. HISTORIC COUNTRY STORE AND POST OFFICE
C. OVERSEER'S HOUSE
D. HORSE BARN
E. TOBACCO BARN

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NORTH CAROLINA
No. C-551
REGISTERED
LANDSCAPE
ARCHITECTURAL
FIRM
PORTFOLIO DESIGN PLLC
DBA TMTLA ASSOCIATES

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2025-11-07 REV PER T.O.W. COMMENTS
2026-01-15 REV ZONING COND.

ARCHITECTURAL EXAMPLES
EAGLE ROCK PARK
401 COTTON GIN ROAD
WENDELL, NC 27591

SCALE:
AS NOTED
DRAWN BY:
TMT
PROJECT #
24107
DATE:
2025-05-16
SHEET
MP - 5
OF



Outdoor Lighting
HAGERSTOWN LED



HAGERSTOWN LED

LED (Light-emitting diode)	50 watts
Mounting height	12' – 17'
Color	Black Green
Pole	Style A Style B Style C Style D Style E Style F

IESNA cutoff classification: Semi-cutoff
Color temperature: 3,000K Primary
4,000K Available

FIXTURE	WATTS	LUMENS	PATTERN	BUG RATING
Hagerstown	50	6,122	V	B3-U3-G3

LIGHT DISTRIBUTION PATTERNS



light distribution patterns

POLE AVAILABLE	MOUNTING HEIGHT	FOUNDATION
Style A	12', 15', 17'	Direct Bury, Anchor Base
Style B	12', 17'	Anchor Base
Style C	12'	Anchor Base
Style D	12'	Anchor Base
Style E	12'	Anchor Base
Style F	12'	Anchor Base

For additional information, contact us at DEOLEandscape@duke-energy.com.

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DUKE ENERGY.
BUILDING A SMARTER ENERGY FUTURE®

Pole: Decorative Aluminum Style V MT. HEIGHT: 12' and 16' COLOR: Black

LIGHTING:
- 12' TALL POLE MOUNTED LIGHTS, QUANTITY AS SHOWN ON PLANS

DARK SKY COMPLIANT LIGHTING & HISTORICALLY APPROPRIATE:
- PATHWAY LIGHTING AS REQUIRED TO PROVIDE SAFE PASSAGE ALONG ADA ROUTES TO ALL BUILDINGS
- WALL SCONCES ON ENTRYWAYS TO ALL BUILDINGS

PROPERTY LEGEND
A. HISTORIC ANDERSON HOOD HOUSE
B. HISTORIC COUNTRY STORE AND POST OFFICE
C. OVERSEER'S HOUSE
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E. TOBACCO BARN

DR HORTON, INC
D.B. 18644, PG. 1404
B.M. 2024, PG. 2395
PIN: 1774-65-1180
6.93 AC.
HOA - ANDERSON FARMS

DR HORTON, INC
PIN: 1774-54-7740
LOT 141
ANDERSON FARMS

DR HORTON, INC
PIN: 1774-54-8730
LOT 142
ANDERSON FARMS

DR HORTON, INC
PIN: 1774-54-8790
LOT 143
ANDERSON FARMS

DR HORTON, INC
PIN: 1774-54-9750
LOT 144
ANDERSON FARMS

DR HORTON, INC
PIN: 1774-64-0629
LOT 145
ANDERSON FARMS

DR HORTON, INC
PIN: 1774-64-0791
LOT 146
ANDERSON FARMS

(11.206 AC.)

N 67°57'39" E

EIP

L16

NIP

S 86°48'51" E

502.30'

18" OAK
IS CORNER
NIP

0.047AC.

L15

PHASE 1
PHASE 2

TRACT 4
TOTAL AREA = 10.437 AC.
LESS R/W = 0.963 AC.
NET AREA = 9.474AC.

PHASE 2
PHASE 3

420'

310

WENDELL SFR OWNER LLC
D.B. 19746, PG. 2716
B.M. 2024, PG. 2098
PIN # 1774-54-2756

N 19°22'31" W

EIP

PHASE 3
PHASE 2

L12

EIP

L11

403.35'

24" RCP

OHL

N/F
SAMUEL G. ANDERSON, JR.
D.B. 9313, PG. 600
B.M. 2000, PG. 2174
PIN # 1774.02-54-4526

L13

MARTIN
POND RD

DR HORTON, INC
D.B. 18644, PG. 1404
B.M. 2024, PG. 2395
PIN: 1774-65-1180
6.93 AC.
HOA - ANDERSON FARMS

N 19°04'14" E

244.11'

PHASE 2
PHASE 1

COTTAGE 6
COTTAGE 5
COTTAGE 4
COTTAGE 3
COTTAGE 2
COTTAGE 1

290

E

D

C

B

A

LP

PP

PHASE 1
PHASE 2

PHASE 2
PHASE 1

PHASE 1
UTILITY CONNECTION

TUCANA ST

OHL

S 10°58'30" W

366.60' PUBLIC R/W

COTTON GIN ROAD SR 2366

L10

EIP

L9

L8

L7

L6

L5

L4

L3

L2

L1

36" RCP
DR HORTON, INC
D.B. 18644, PG. 1404
B.M. 2023, PG. 1085
PIN: 1774-75-2274
23.01 AC.
HOA - ANDERSON FARMS

A 1154.93'
R 3339.10'

DR HORTON, INC
D.B. 18644, PG. 1404
B.M. 2023, PG. 1083
PIN: 1774-64-6455
0.36 AC.
HOA - ANDERSON FARMS

264.89'

PROPOSED 12' TALL POLE MOUNTED LIGHT FIXTURE, TYP. MAX SPACING 150'.

PHASE 1
UTILITY CONNECTION

LEO MINOR LN

S 63°55'57" W

DR HORTON, INC
D.B. 18644, PG. 1404
B.M. 2023, PG. 1083
PIN: 1774-64-3181
2.06 AC.
HOA - ANDERSON FARMS

N

W E

S

LEGEND:
- 20' WIDE FIRE ACCESS ROUTE (proof-rolled to hold weight of fire truck)
- ADA ACCESSIBLE PATH
- 12' POLE MOUNTED LAMP

60' 30' 0 60' 120'
SCALE: 1" = 60'

1 MP-4 PRELIMINARY LANDSCAPE PLAN
SCALE: 1"=60'

TMTLA ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
5011 SOUTHPARK DRIVE, STE.200-DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA
No. C-551
REGISTERED LANDSCAPE ARCHITECT
DBA TMTLA ASSOCIATES

PRELIMINARY
NOT FOR
CONSTRUCTION

CIVIL ENGINEER
ALLEN CONSULTING, PLLC
10609 OLD PINE CT.
RALEIGH, NC 27613
919 669-3635

REVISIONS:
2025-08-06 REV PER T.O.W. COMMENTS
2025-09-29 REV PER T.O.W. COMMENTS
2025-11-07 REV PER T.O.W. COMMENTS
2026-01-15 REV ZONING COND.

PRELIMINARY
LANDSCAPE PLAN
EAGLE ROCK PARK
401 COTTON GIN ROAD
WENDELL, NC 27591

SCALE: AS NOTED
DRAWN BY: TMT
PROJECT # 24107
DATE: 2025-05-16
SHEET
MP - 6
OF

TMTLA ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING

Eagle Rock Park
401 Cotton Gin Rd, Wendell

Neighborhood Meeting Minutes
Dec 11, 2025 – 6:00pm
Zoom

Attendees:
Parm Sandhar, Developer
Robin McAdoo, Applicant
Boe Marshall, Winter Springs FL (family members in the cemetery)
David Anderson, Raleigh, NC (one of the caretakers of the cemetery)
C. Anderson (family members in the cemetery
Diane Marmet (neighbor in development across the street)
Steven Rice, 605 Dorado Rd, Wendell, NC
Alyson Rice

Quick recap

The meeting focused on one main project: the restoration of Hood Anderson Farm and creating an event venue in Wendell. TMTLA presented plans for the farm restoration, which would preserve/restore historic structures and create a community destination with various amenities, while addressing concerns about tree removal and site appearance. The group discussed concerns about a proposed wedding venue development at Hood Anderson Farm, with residents expressing worries about the change in development plans from what was initially promised regarding historic preservation.

Next steps

- TMTLA: Submit to planning board for next available agenda spot after neighborhood meeting
- Boe Marshall: Meet with David on Monday to help review contracts and documents
- Boe Marshall: Start petition cycle and get attorneys involved
- David Anderson: Review donation documents to see what was contractually agreed upon
- Community members: Show up at the January planning board meeting to voice concerns

Summary

TMTLA Neighborhood Project Introduction

Anderson Hood Farm Restoration Plans

Robin McAdoo, a landscape architect from TMTLA Associates in Durham, presented plans to restore the Anderson Hood Farm in Wendell, focusing on preserving historic structures like the home, general store, post office, horse barn, and tobacco barns for public education and events. The project aims to create a community destination with an event venue, artisanal manufacturing space, rental cottages, and accessible walking paths, while protecting the existing cemetery and pecan trees. Parm Sandhar, who has experience with historic home restoration, expressed commitment to preserving the site's architecture, and the team invited community input and questions. David Anderson inquired about the timeline of the project and involvement of key figures.

Anderson Hood Farm Project Concerns

The group discussed the Anderson Hood Farm project, with Parm explaining how he became involved after inquiring about potential projects last year. David raised concerns about the site plan, particularly regarding the removal of trees near the cemetery's southwestern edge for a new roadway, which TMTLA confirmed would involve cutting down trees. TMTLA assured that they would restore vegetation around the cemetery and work with interested parties to maintain an attractive appearance, despite not being responsible for the interior. David also commented on the modern appearance of the proposed stormwater retention ponds, to which TMTLA responded that they would use gravel drives and porous pavements to maintain a rustic character.

Wedding Venue Development Concerns

The meeting focused on concerns about a proposed wedding venue development in Anderson Farm, with a resident expressing worry about noise and development in a previously protected area. David raised questions about the change in plans from what was initially discussed with Capital Area Preservation, who had promised to find a buyer for the historic house with restoration obligations. Boe Marshall requested to review the contract documents, and David Anderson mentioned that Jeremy Bradham, who was previously involved, had stopped communicating with him.

Property Donation Development Dispute

The meeting focused on concerns regarding a property donation and its subsequent development plans. David Anderson and Cheryl Anderson expressed disappointment that the donated

property, which was promised to remain as agricultural land with historic buildings preserved, is now proposed for a large development. The group discussed that the project has gone through the first round of TRC approval but not yet the Planning Board, with a potential January 2026 meeting date. Boe Marshall suggested starting a petition and involving attorneys to review the contract, while the neighborhood residents offered support to the Anderson family in opposing the development plans.

Meeting finished at 6:30 pm when attendees had no more questions.

DEED OF EASEMENT
FOR HISTORIC PRESERVATION

STATE OF NORTH CAROLINA	**PIN: 1774642539**
COUNTY OF WAKE	
Prepared by and After Recording Return to:	**Capital Area Preservation, Inc.** **Post Office Box 28072** **Capitol Station** **Raleigh, North Carolina 27611**

Brief Description for Index: Hood-Anderson Farm Deed of Easement

THIS DEED OF EASEMENT FOR HISTORIC PRESERVATION ("Preservation Agreement") is made by and between **SANDHAR REAL ESTATE, LLC**, A North Carolina Limited Liability Company with offices at 320 Flatrock Lane, Holly Springs, Wake County, North Carolina (herein after "Grantor") and **CAPITAL AREA PRESERVATION, INC.** (hereinafter "Grantee"), a North Carolina non-profit corporation with offices located at 1101 Haynes Street, Suite 001, Raleigh, Wake County, North Carolina. The Effective Date of Preservation Agreement shall be the date this Preservation Agreement is signed by the Grantor, if Grantor is the last to sign, or by Grantee, if Grantee is the last to sign.

I. RECITALS

A. The Grantee is a non-profit corporation organized under the laws of North Carolina chartered to preserve historically important real property and is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code, and a qualified holder pursuant to NCGS Chapter 121, Article 4, the "North Carolina Conservation and Historic Preservation Agreements Act" (hereinafter the "**Act**").

B. The Grantee is authorized to accept and administer gifts of real and personal property, including easements for conservation purposes, in furtherance of its public purposes.

C. The Grantor is the owner of the Hood-Anderson Farm located at 401 Old Battle Bridge Road, Wendell in the planning jurisdiction of the Town of Wendell, County of Wake, North Carolina, which is a complex containing a house and multiple outbuildings of historical, cultural, and architectural significance (hereafter the "**House**") and the 8.97 acres of land on which the House sits (hereinafter the "**Land**").

D. Grantor desires to grant to Grantee, and Grantee desires to accept a Deed of Easement for Historic Preservation on the House and Land (hereinafter collectively referred to as the "**Property**") commonly identified by PIN 1774642539 Records of the Revenue Collector, Wake County, North Carolina and more particularly described in **Exhibit "A"** and incorporated in this agreement by reference as if fully set forth herein.

E. Grantor and Grantee agree that the site features of the Land and the interior and exterior architectural elements of the House listed below, contribute to the historic, architectural, and scenic significance of the Property, and may be hereinafter collectively referred to as the Property's "Conservation Values" and/or "Architectural Features:"

Site Features:

- Living trees greater than twelve (12) inches in diameter at a point four (4) feet above the ground
- Setting of the House
- Open Space
- Country store
- Overseer's House
- Horse barn
- Log tobacco curing barn

Exterior:

- Wood siding
- Wood window sash and glass
- Door and window surrounds
- Roof
- Chimneys and foundation
- All cornerboards, trim, fascia, and soffits
- Porches (tongue and groove wood floor and columns)

Interior:

- Floor plan
- Wood flooring
- All wood trim, baseboards, and molding
- Mantels
- Door and window surrounds
- Doors and hardware
- Plaster Walls, wainscotting, and chair rails
- Beadboard and plaster ceilings

F. Grantor and Grantee desire that the House be preserved for the enjoyment and edification of future generations and shall remain on the Land.

G. Grantor and Grantee recognize that the House may need to be adapted and altered, where necessary, to provide for contemporary conveniences, and to accommodate contemporary uses, while at the same time retaining its historically and architecturally significant features.

H. The parties hereto acknowledge that the conveyance from Grantor to Grantee of this Deed of Easement pursuant to the Act will provide a method for preserving the House and the site features of the Land for the enjoyment and edification of future generations.

DRAFT

I. The parties hereto intend this document to be a conservation agreement as defined in the Act, and to create an interest in real property.

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

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and pursuant to the Act and Section 170(h) of the Code, the parties hereto enter into this Preservation Agreement, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts an easement in gross, in perpetuity, in, on, and to the Property, of the nature and character and to the extent hereinafter set forth, together with the right to preserve and protect the values and to further the conservation purposes as described herein.

II. DURATION OF EASEMENT

This Preservation Agreement shall remain in effect in perpetuity unless terminated or extinguished in accordance with the terms of this Preservation Agreement. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its personal representatives, heirs, successors, successors in title, assigns, lessees, agents, and licensees.

III. CONSERVATION PURPOSE

It is the purpose of this Preservation Agreement to assure that the Property will be retained and maintained forever for conservation and preservation purposes, and to prevent any use or change to the Property that will significantly impair or interfere with their Conservation Values. Grantor and Grantee agree that to preserve the House, no removal, relocation, or alteration of the House should be made except as provided for herein.

IV. GRANTOR'S RESERVATION OF RIGHTS AND DECLARATION OF WARRANTIES, COVENANTS AND OBLIGATIONS

The Grantor, for itself, its administrators, successors, successors in title and assigns, agrees as follows:

A. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Preservation Agreement; that there is legal access to the Property, that the Property is free and clear of any and all encumbrances, except matters of record and survey, excluding, however, monetary encumbrances other than ad valorem taxes, none of which would nullify, impair or limit in any way the terms or effect of this Preservation Agreement; Grantor shall defend its title against the lawful claims of all persons claiming by, through, or under Grantor, except for the exceptions herein stated, and Grantor covenants that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Preservation Agreement.

B. Reservation of Rights. Grantor reserves unto itself and for the benefit of its successors, successors in title and assigns all rights that are not inconsistent with the express terms of this Preservation Agreement, including, without limitation, the right to engage in all those acts and uses that (i) are permitted by law; (ii) do not substantially impair the Property; and (iii) are not

inconsistent with the conservation purpose hereof.

C. Rehabilitation and Maintenance. Grantor shall continuously maintain, repair, and administer the House in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (hereinafter the "Secretary's Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment of the Property Said standards are attached hereto as **Exhibit "B"** and incorporated in this agreement by reference as if fully set forth herein. For the purpose of clarity, this obligation shall run with the land and be a present obligation on each party or parties currently holding title to the Property. Prior owners divested of interest in the Property shall have no further responsibilities or obligations under this Section.

D. Masonry. No cleaning, repointing, waterproofing, or painting of the exterior masonry of the House shall be undertaken unless the prior written approval of the Grantee shall have been obtained. No sandblasting under any circumstances.

E. Landscaping. Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good appearance. Lawn areas shall be maintained and regularly mown. Absent the express written approval of Grantee, no living trees greater than twelve (12) inches in diameter at a point four (4) feet above the ground shall be removed from the Property unless immediate removal is necessary for the protection of any persons coming onto the Property, or of the general public; for the prevention or treatment of disease; for the protection and safety of the Property or other permanent improvements on the Land. Any tree of the aforementioned size that must be removed shall be replaced within a reasonable time by a new tree of the same species. If so requested, Grantee may, in its discretion, approve the use of an alternate species. For the purpose of clarity, this obligation shall run with the land and be a present obligation on each party or parties currently holding title to the Property. Prior owners divested of interest in the Property shall have no further responsibilities or obligations under this Section.

F. Compliance with Laws. Any rehabilitation work or new construction work on the House will comply with the requirements of all applicable federal, state, and local governmental laws and ordinances. Also, that in making use of the House, Grantor shall abide by all federal, state, and local laws and ordinances. If Grantor receives a notice of violation or lien relating to the House from any governmental authority, Grantor shall immediately and in no event less than five (5) days from the date of receipt of said notice, furnish to Grantee a copy of such notice.

G. No Alterations without Approvals. Grantor shall not undertake the following without the prior written approval of Grantee: (i) Increase or decrease the height of, make additions to, change the exterior construction materials or finishes, nor move, improve, alter, reconstruct, or change the facades (including fenestration) and roofs of the House; (ii) Remove, demolish, or alter historic features, materials, and finishes located within the interior of the House; (iii) Change the floor plan of the House; (iv) Erect or allow to grow on the Property anything which would impair the visibility of the house from the public right-of-way; (v) Erect any external signs or external advertisements except a marker as permitted under Paragraph D, Section V, a sign stating solely the address of the Property, or a temporary sign to advertise the sale or rental of the Property; and (vi) Make permanent substantial topographical changes to the Property.

H. Archaeology. Archaeologically significant deposits, sites or features discovered on the Land shall not be further disturbed or excavated except by or under the supervision of a professionally qualified archaeologist and provided plans for such archaeological activity have been submitted to and approved in writing by the Grantee prior to any ground-disturbing activities. Artifacts and objects of antiquity professionally excavated from archaeological

deposits, sites, or features shall be treated and preserved according to North Carolina Office of State Archaeology Curation Standards. The Grantor shall take all reasonable precautions to protect archaeological deposits, sites, or features on the Land from looting, vandalism, erosion, mutilation, or destruction from any cause.

I. No Permits without Approval. No addition to the House shall be constructed, nor shall permits for any such construction be applied for or obtained, unless the plans and designs for such structure or addition have been approved in advance in writing by Grantee.

J. Demolition/Removal. Neither the House nor any part thereof may be demolished and/or removed from the Land, except as may otherwise be allowed herein and with the express prior written permission of Grantee.

K. Timing of Requests for Approval. When seeking such approvals as are contemplated herein, Grantor shall give written notice to Grantee at least thirty (30) days prior to the anticipated date the work is to be undertaken.

L. Taxes. Grantor shall pay prior to delinquency, all taxes, special assessments and any other fees or charges that may become a lien on the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Property, the Grantor will reimburse the Grantee for the same. If the Grantee ever elects to pay any taxes or assessments due on the Property to protect its interest in the Property, the Grantor will immediately reimburse the Grantee for the same. For the purpose of clarity, this obligation shall run with the land and be a present obligation on each party or parties currently holding title to the Property. Prior owners divested of interest in the Property shall have no further responsibilities or obligations under this Section.

M. No Subdivision. No portion of the Land may be subdivided.

N. Upkeep, Maintenance, and Insurance. Grantor shall be solely responsible for the upkeep and maintenance of the House, and the Grantee shall have no obligation therefor; (ii) Grantor shall keep insurance on the House and keep the House in good repair. The property insurance shall be obtained from an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged House without cost or expense to Grantor or contribution or coinsurance from Grantor. Such general liability insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of insurance coverage. For the purpose of clarity, this obligation shall run with the land and be a present obligation on each party or parties currently holding title to the Property. Prior owners divested of interest in the Property shall have no further responsibilities or obligations under this Section.

O. Casualty Loss. In the event that the House or any part thereof is damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the House and to protect public safety, without Grantee's prior written consent. Within thirty (30) days of the date of the damage or destruction, Grantor at its expense shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer who are

mutually acceptable to the parties hereto, which shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of the House and/or reconstruction of damaged or destroyed portions of the House; and (iii) a report of such restoration/reconstruction work necessary to return the House to the condition existing on the date hereof.

If, after reviewing the report prescribed hereinabove and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, if Grantor and Grantee agree that the purpose of this Preservation Agreement will be served by such restoration/reconstruction, then Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the House. Such restoration/reconstruction (iv) shall be in accordance with plans and specifications prepared by an architect, (v) shall comply with the Secretary's Standards, (vi) shall be approved by Grantor and Grantee, and (vii) shall provide for restoration/reconstruction of the House up to the total of the casualty insurance proceeds available to Grantor plus any deductible which shall be paid by Grantor but not more unless Grantor so elects in its sole and absolute discretion.

If, after reviewing the report and assessing the availability of insurance proceeds (net of any mortgagee's/lender's claims), the Grantor and Grantee agree that restoration/reconstruction of the House is impractical or impossible, or agree that the purpose of this Preservation Agreement would not be served by such restoration/reconstruction, the Grantor and/or Grantee may initiate a judicial proceeding for the extinguishment of this Easement, in whole or in part, in accordance with the procedures of paragraph VI D hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims prescribed herein below, Grantor and Grantee are unable to agree that the purpose of the Preservation Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the procedures of paragraph VII A hereof.

P. Liability and Indemnification. Grantor agrees to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the Grantee, its agents, directors and employees, from and against any and all third party claims, actions, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys fees) arising out of or in connection with injury to or death of any person; damage to property; suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation, or of the use or presence of any hazardous substance, waste or other regulated material in, on or under the property, unless such injury or damage is caused by the acts or omissions of Grantee, or any agent, director, or employee of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

Q. Environmental Condition. Grantor acknowledges (i) that the Property may contain certain hazards as a result of outdated House practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the House is usable; (ii) addressing these problems is one of the challenges of owning and restoring a historic property; (iii) Grantee does not have the resources to correct these problems and will not take responsibility for the condition of the House; and (iv) Grantee is not liable in any way for any hazards, defects, or other problems of the Property.

Grantor specifically disclaims any representation, warranty or guaranty with respect to the environmental condition of the Property, express or implied, including, but not limited to, any representation or warranty as to the Property's condition, fitness for a particular purpose, quality, freedom from defects, or contamination (whether or not detectable by inspection).

V. GRANTEE'S RIGHTS AND OBLIGATIONS

This Preservation Agreement shall be administered solely by Grantee, its successors in interest or assigns; and in all subsequent conveyances of the Property, Grantee, its successors in interest or assigns shall be the sole party entitled to administer these covenants. To ensure the effective enforcement of this Preservation Agreement, Grantee shall have, and the Grantor hereby grants the Grantee, the following rights and the Grantee hereby accepts said rights and affirms the following obligations:

A. Right of Entry. At reasonable times and upon reasonable notice, the right to enter upon the Land for the purpose of inspecting the House to determine if there is compliance by the Grantor with the terms of this Preservation Agreement, and for the purpose of enforcing the terms of this Preservation Agreement. Grantee shall have no right to enter the interior of the House without Grantor's prior written consent which shall not be unreasonably withheld or conditioned.

B. Right to Monitor and Enforce. The right to prevent any activity or use of the House that is inconsistent with the purpose of this Preservation Agreement and to require the restoration of such areas or features of the House that may be damaged by inconsistent activity or use, pursuant to the remedies set forth herein below.

C. Review of Plans. In reviewing the plans and designs for any addition or changes to the House or Land, Grantee will consider the following criteria: building materials; height, fenestration; roof shapes, forms and materials; surface textures; expression of architectural detailing; scale; relationship or any additions to the main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; Land coverage; use of local or regional architectural traditions; and effect on archeological resources. Designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is contemporary compatible with the size, color, material and character of the Property and its environment.

D. Historical Marker. The right to place a marker on the House providing historical information and/or indicating the Grantee's ownership of this easement, and (ii) to keep such marker clean and visible.

E. Use for Education Purposes. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the House by special appointment at various times and intervals during each year upon written notice and approval by Grantor which shall not be unreasonably withheld or conditioned. Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural characteristics and features of the House, and distribute them to magazines, newsletters, or publicly available publications, or use them to fulfill its charitable and educational purposes.

VI. ADMINISTRATION, ENFORCEMENT AND REMEDIES

A. Remedies; Delay no Waiver. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and

damages shall be available to Grantee; provided, however, Grantor's total liability hereunder shall in no event exceed the value of its interest in the House. No failure on the part of Grantee to enforce any covenant or restriction herein nor the waiver of any right hereunder by Grantee shall discharge or invalidate such covenant or restriction or any other covenant, condition, or restriction hereof, or affect the right of Grantee to enforce the same in event of a subsequent breach or default.

B. Option to Purchase. In the event of a violation of covenants contained hereunder, Grantee then shall have an option to purchase the Property, provided it shall give the Grantor written notice of the nature of the violation and the Grantor shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the House and the Land, pursuant to the exercise of the option retained hereby shall be at a price equal to the then market value of the Property as determined by agreement of the Grantor and Grantee, or, in the absence of such an agreement, by a committee of three appraisers, one to be selected by the Grantee, one to be selected by the Grantor and the other to be designated by the two appraisers selected by Grantee and the Grantor respectively. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied by the proceeds of sale or if the proceeds of sale will not satisfy the outstanding debt the assumed by Grantee as part of the purchase price.

C. Notice. Any notice which by any provision of this instrument is required or allowed to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes when sent by certified or registered United States mail, postage prepaid, and addressed as follows:

If to Grantor:	If to Grantee:
Sandhar Real Estate, LLC	Capital Area Preservation, Inc
c/o Parminder Sandhar	PO Box 28072
320 Flatrock Lane	Raleigh, NC 27611
Holly Springs, NC 27540	Attn: President & CEO

D. Extinguishment. The Grantor and Grantee recognize that an unexpected change in conditions surrounding the Homesite may make impossible or impractical the continued use of the Homesite for historic preservation purposes and necessitate the extinguishment of this Preservation Agreement. In such an event, the easement may only be extinguished by a judicial proceeding and order finding that the continued protection of the Homesite for historic preservation purposes is no longer reasonably possible or practicable. Grantee, its successors and assigns, as consideration for its easement interest, shall be entitled to share in any compensatory proceeds, if any, resulting from or arising out of the extinguishment of the Preservation Agreement, in an amount equal to the proportionate value that Grantee's interest in the Homesite bears to the value of the fee estate in the Homesite. Grantee and the Grantor hereby acknowledge and agree that the value of this Preservation Agreement is twenty per cent (20%) of the value of the fee estate, and that this percentage shall remain constant. Grantee shall use its share of such proceeds, if any, in a manner consistent with the preservation purposes set forth herein.

E. Condemnation. Whenever all or part of the Homesite is taken by exercise of eminent domain by public, corporate or other authority (or by negotiated sale under threat of condemnation), so as to abrogate the conditions and restrictions imposed by this Preservation Agreement, the Grantor shall immediately give notice to Grantee, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all damages resulting from the taking. All proceeds recovered in such actions shall be divided in accordance

with the proportionate value of the Grantor's and Grantee's interests as specified herein. All expenses, including attorneys' fees, incurred by the Grantor and Grantee in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale or condemnation, such portion to be equal to the proportionate value that Grantee's interest in the Homesite bears to the value of the fee estate in the Homesite as set forth above. Grantee and the Grantor hereby further acknowledge that their respective rights and entitlements in the event of condemnation or sale under threat of condemnation, including those relating to an apportionment of compensation proceeds for the Homesite, shall be in lieu of the provisions of N.C.G.S. Chapter 40A, Article 6. Grantee shall use its share of the recovered proceeds in a manner consistent with the preservation purposes set forth herein.

F. Acts Beyond Grantor's Control. Nothing contained in this Preservation Agreement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

G. Costs of Enforcement. All costs incurred by Grantee in enforcing the terms of this Preservation Agreement against Grantor, including, but not limited to, arbitration costs, court costs, attorney fees, and any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Preservation Agreement, shall be borne by Grantor.

VII. ARBITRATION

A. Agreement to Arbitrate. If Grantor and Grantee are unable to resolve any controversies arising out of this Preservation Agreement, Grantor and Grantee agree that matters in dispute may be referred by either party to binding arbitration and settled in accordance with the State of North Carolina's arbitration statutes then in effect.

VIII. MISCELLANEOUS

A. Right of First Refusal. In case of any contemplated sale of the Property or any portion thereof by the Grantor or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to Grantee, its successors or assigns. If Grantee so decides to purchase, it shall notify the then Grantor of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of Grantee to notify the then Grantor of its intention to exercise this right of first refusal within such thirty (30) day period shall free the Grantor to sell pursuant to the bona fide offer. In any event, Grantee shall have the opportunity to explain to the proposed purchaser the terms of the Preservation Agreement prior to the closing of any sale.

B. Subsequent Liens and Mortgages. Nothing in this Preservation Agreement shall be construed to prohibit Grantor's ability to use the Property as collateral for subsequent liens or mortgages. All subsequent mortgages and rights in the Property of all subsequent mortgagees are always subject to the rights of Grantee to enforce the purposes of this Preservation Agreement. Grantor will provide a copy of this Preservation Agreement to all mortgagees of the Property. The provisions as described above relate only to the purposes of the Preservation Agreement, namely the preservation of the Conservation Values of the Property.

C. Covenants Run with the Land. The Grantor hereby covenants to carry out the

duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which shall bind the Grantor, the Grantor's administrators, successors, successor in title and assigns, and the Grantor agrees for the Grantor's administrators, successors, successors in title and assigns that in the event the Property is sold or otherwise disposed of, the covenants and restrictions contained herein will be binding on its successor in title. Upon any such conveyance of the Property, the obligations of Grantor hereunder shall run with the land and bind the successor in title. With respect to any rights, powers, privileges, duties, obligations or liabilities of Grantor under this Preservation Agreement, the successor or successors in title to Grantor to the Property shall be bound by this Preservation Agreement, and Grantee shall then look solely to such owner or owners of the Property in connection with the performance of any responsibilities and obligations of Grantor.

D. Assignment. Upon written notice to Grantor, Grantee may convey, assign, or transfer this Preservation Agreement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a *qualified organization* under Section 170(h) of the Code, and a *qualified holder* under the Act.

E. Interpretation. This Preservation Agreement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes protected herein.

F. Merger. The Parties agree that the terms of this Preservation Agreement shall survive any merger of the fee and easement interest in the Property or any portion thereof.

G. Entire Agreement. This Preservation Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

H. Headings. The headings of the various sections of this Preservation Agreement have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Preservation Agreement.

I. Amendments. Grantor and Grantee are free to jointly amend this Preservation Agreement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Preservation Agreement or affects the perpetual duration of this Preservation Agreement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Wake County, North Carolina.

Signature Pages Follow

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and if corporate, have caused this instrument to be signed and sealed by the appropriate corporate officers in accordance with the authority directed by the Board of Directors, all as of the day and year first above written.

GRANTOR:

SANDHAR REAL ESTATE,LLC
a North Carolina limited liability company

By: _____(Seal)
Parminder Sandhar, Managing Member

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Parminder Sandhar personally came before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official stamp or seal, this the _____ day of _____, 2024.

_____ My Commission Expires: _____
Notary Public
Stamp/Seal

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GRANTEE:

CAPITAL AREA PRESERVATION, INC.,
a North Carolina non-profit corporation

By: _____(Seal)
Gary G. Roth, President & CEO

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Gary G. Roth personally came before me this day and acknowledged that he is President & CEO of **CAPITAL AREA PRESERVATION, INC.**, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, executed the foregoing and annexed instrument on behalf of the corporation. Witness my hand and official stamp or seal, this _____ day of _____, 2024.

_____ My Commission Expires: _____
Notary Public
Stamp/Seal

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EXHIBIT A

Legal Description

BEING all of that certain Tract 4*, comprising 10.437 acres (9.474 acres less right-of-way for Old Battle Bridge Road, S.R. 2366), as shown on that certain "Recombination Survey for Anderson Property Tract 2-B" prepared by Cawthorne, Moss & Panciera, P.C., and recorded in Book of Maps 2008, Page 499, Wake County Registry.

LESS AND EXCEPT that certain one-half (1/2) acre family cemetery, specifically reserved for cemetery purposes for the family, as referenced in that deed recorded February 13, 1947, in Book 962, Page 317, Wake County Registry. See also Note on Book of Maps 2008, Page 499, Wake County Registry and Cemetery Survey by Smith & Smith Surveyors, PA recorded in Book of Maps 2022, Page 2446, Wake County Registry.

Which has the following street address: 401 Old Battle Bridge Road, Wendell, NC 27591.

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EXHIBIT B

The Secretary of the Interior's Standards for the Treatment of Historic Properties

Standards for Preservation

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Standards for Restoration

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.

2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.

3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.

4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.

7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

10. Designs that were never executed historically will not be constructed.

Standards for Reconstruction

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.

2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

3. Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color, and texture.

5. A reconstruction will be clearly identified as a contemporary re-creation.

6. Designs that were never executed historically will not be constructed.

REHABILITATION AGREEMENT

STATE OF NORTH CAROLINA	**PIN: 1774642539**
COUNTY OF WAKE	
Prepared by and After Recording Return to:	**Capital Area Preservation, Inc.** **Post Office Box 28072** **Capitol Station** **Raleigh, North Carolina 27611**

Brief Description for Index: Hood-Anderson Farm Rehabilitation Agreement

THIS REHABILITATION AGREEMENT is made by and between the made by and between **SANDHAR REAL ESTATE, LLC**, a North Carolina limited liability company with offices at 320 Flatrock Lane, Holly Springs, Wake County, North Carolina (hereinafter "Grantor") and **CAPITAL AREA PRESERVATION, INC.** (hereinafter "CAP" or "Grantee"), a North Carolina non-profit corporation with offices located at 1101 Haynes Street, Suite 001, Raleigh, Wake County, North Carolina. The Effective Date of this Rehabilitation Agreement shall be the date this Rehabilitation Agreement is signed by the Grantor, if Grantor is the last to sign, or by Grantee, if Grantee is the last to sign.

I. RECITALS

A. The Grantor is the owner of the Hood-Anderson Farm located at 401 Old Battle Bridge Road, Wendell in the planning jurisdiction of the Town of Wendell, County of Wake, North Carolina, which is a complex containing a house and multiple outbuildings of historical, cultural, and architectural significance (hereafter the "**House**") and the 8.97 acres of land on which the House sits (hereinafter the "**Land**").

B. The House and the land (hereinafter collectively referred to as the **"Property"**) is commonly identified by PIN 1774642539 Records of the Revenue Collector, Wake County, North Carolina, and more particularly described in the legal description of the property attached hereto as **Exhibit "A"** and incorporated in this agreement by reference as if fully set forth herein.

C. Grantor and Grantee on this day have made and entered into a Deed of Easement (**"Easement"**) for Historic Preservation, incorporating by reference this Rehabilitation Agreement and the provisions herein.

NOW, THEREFORE, the Grantor agrees to rehabilitate the House according to the following terms, conditions, and deadlines:

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II. DEADLINES FOR REHABILITATION

A. Within eighteen (18) months following the date of this Agreement, the Grantor shall, repair and replace damaged exterior wood (if needed), install window replacements to match existing originals, paint wood siding and trim, and repair and/or replace in kind the roof, as needed.

B. Within eighteen (18) months following the date of this Agreement, the Grantor shall provide modern HVAC, electrical, and plumbing systems.

C. Within twenty-four (24) months following the date of this Agreement, the Grantor shall complete all interior and exterior work needed to make the House comfortably habitable and to comply with this Rehabilitation Agreement.

D. Within twenty-four (24) months following the date of this Agreement, the Grantor shall complete all interior and exterior work needed to rehabilitate the outbuildings.

E. Before rehabilitation work is begun, the Grantor shall prepare a rehabilitation plan for the Property to be submitted to Grantee for its approval.

F. Before rehabilitation work is begun, the Grantor shall photograph all exterior sides of the House, and all interior walls and trim to document the appearance, configuration, and condition of said building prior to rehabilitation.

III. APPROVALS

A. Review of Plans. (i) Grantor shall submit in writing to Grantee for Grantee's approval information (including plans, specifications, and designs where appropriate) together with a specific request identifying the proposed activity. In addition, Grantor shall also submit to Grantee a timetable for the proposed activity which is sufficient to permit Grantee to monitor such activity. Grantor shall not make changes or take any action subject to the approval of Grantee unless expressly authorized in writing by an authorized representative of Grantee. (ii) Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Grantee, concerning the appropriateness of any activity proposed under the Easement. (iii) All approval rights of the Grantee shall be exercised in the reasonable discretion of Grantee. Grantee agrees to use its reasonable efforts to respond to any written request of Grantor not later than forty-five (45) days following receipt by Grantee of Grantor's request. Failure of Grantee to respond to Grantor within the forty-five (45) day period shall not, however, be deemed to constitute approval of Grantor's request. (iv) In the event that the Grantor does not implement any approval granted by Grantee for a period of one (1) year, such approval shall be void. Grantor may resubmit the request for approval; however, such approval may be given or denied in the sole discretion of the Grantee.

B. Standards for Review. In exercising any authority created by the Easement to inspect the Property or the interior of the House; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction following casualty damage, Grantee shall apply the Secretary's Standards, as they may be amended from time to time, and the guidelines referenced therein.

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IV. GUIDELINES FOR REHABILITATION

A. General

1. Grantor agrees to adhere to and abide by the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, a copy of which is attached as **Exhibit "B"**, and which is specifically incorporated herein by reference.

2. The terms and conditions of this Rehabilitation Agreement may be changed with the approval of both the Grantor and Grantee as new and unforeseen circumstances arise. Changes in the terms and conditions of this Rehabilitation Agreement shall be made in writing and signed by both parties.

3. Except as specifically set forth herein, this Rehabilitation Agreement does not constitute waiver of any rights of Grantee retained by it in its Deed of Easement for Historic Preservation with the Grantor.

4. The Grantor shall give priority to repairs needed to prevent deterioration of the building.

B. Heating, Air Conditioning, and Insulation

1. The Grantor shall choose methods of insulation which will adequately protect and preserve the original fabric of the building. Methods of insulation which have not been tested for possible adverse effects on historic structures shall be strongly discouraged.

2. The Grantor shall consult CAP about locations and types of any new heating and/or air conditioning systems and duct chases introduced into the house.

C. Exterior

1. The Grantor shall make reasonable efforts to repaint the exterior of the house in colors sympathetic to the age and design of the house.

2. The Grantor shall install replacement windows where missing to match the existing originals in material, detail, and finish.

3. The Grantor shall obtain the written approval of CAP prior to the construction of any new buildings on the Property or additions to the House

4. Doors, windows, and decorative trim shall be retained and repaired with materials and in a style compatible with the character of the building.

5. The Grantor shall consult CAP about locations and types of any new gutters and downspouts installed on the exterior.

D. Interior

1. Any interior alteration made by the Grantor shall insofar as possible respect and preserve the existing fabric. No removal or alteration of said existing fabric

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shall be made without the written approval of CAP.

2. The Grantor shall consult with CAP prior to the addition of any new interior walls or prior to the alteration of any existing interior walls.

3. The Grantor shall repair and replace chimney masonry, as needed, with the same or comparable material that matches the strength, bond, size, color and texture as the existing material. Mortar used shall match the color and texture of existing mortar.

4. The Grantor shall consult with CAP on the location and plans of any new plumbing or electrical installations.

5. The Grantor shall repair walls and ceilings, as needed, and shall paint or wallpaper the walls and ceilings (if desired) in a manner compatible with the character of the building.

E. Landscaping

1. The Grantor shall fully landscape the premises in a manner compatible with the style and period of the house.

2. The Grantor shall make the best effort to maintain a clean and neat construction site while rehabilitation of the House takes place.

V. ENFORCEMENT

A. In the event of a dispute as to whether a violation of these terms, conditions, and deadlines of this Rehabilitation Agreement has occurred, any matters in dispute will be submitted to binding arbitration by a recognized arbitrator in North Carolina upon which Grantor and CAP can agree, or in the event of no agreement, a choice of arbitrator by a committee of three arbitrators with the first to be selected by Grantor, the second to be selected by CAP, and the other to be designated by the two arbitrators selected by Grantor and CAP respectively. Nothing in this clause shall be construed to deny CAP from seeking injunctive relief to prevent Grantor from pursuing further activities which might harm or tend to harm interests of CAP as set forth in this agreement or prevent damage to other legitimate historical and archaeological concerns.

B. No failure on the part of CAP to enforce any term herein nor the waiver of any right hereunder by CAP shall discharge or invalidate such term or any other term, condition of deadline hereof, or affect the right of CAP to enforce the same in event of a subsequent breach or fault.

Signature Pages Follow

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and if corporate, have caused this instrument to be signed and sealed by the appropriate corporate officers in accordance with the authority directed by the board of directors, all as of the day and year first above written.

GRANTOR:

SANDHAR REAL ESTATE, LLC
a North Carolina limited liability company

By:_____(Seal)
Parminder Sandhar, Managing Member

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Parminder Sandhar personally came before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official stamp or seal, this the _____ day of _____, 2024.

_____ My Commission Expires: _____
Notary Public
Stamp/Seal

GRANTEE:

CAPITAL AREA PRESERVATION, INC.,
a North Carolina non-profit corporation

By: _____(Seal)
Gary G. Roth, President & CEO

NORTH CAROLINA

WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Gary G. Roth personally came before me this day and acknowledged that he is President & CEO of **CAPITAL AREA PRESERVATION, INC.**, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, executed the foregoing and annexed instrument on behalf of the corporation. Witness my hand and official stamp or seal, this the _____ day of _____, 2024.

_____ My Commission Expires: _____
Notary Public
Stamp/Seal

EXHIBIT A

Legal Description

BEING all of that certain Tract 4*, comprising 10.437 acres (9.474 acres less right-of-way for Old Battle Bridge Road, S.R. 2366), as shown on that certain "Recombination Survey for Anderson Property Tract 2-B" prepared by Cawthorne, Moss & Panciera, P.C., and recorded in Book of Maps 2008, Page 499, Wake County Registry.

LESS AND EXCEPT that certain one-half (1/2) acre family cemetery, specifically reserved for cemetery purposes for the family, as referenced in that deed recorded February 13, 1947, in Book 962, Page 317, Wake County Registry. See also Note on Book of Maps 2008, Page 499, Wake County Registry and Cemetery Survey by Smith & Smith Surveyors, PA recorded in Book of Maps 2022, Page 2446, Wake County Registry.

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1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.

2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

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