



Wake Forest Board of Commissioners
Meeting Agenda
March 18, 2025 at 6:00 PM
All items listed are for discussion and possible action.

Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall board chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Wake Forest should contact ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Terry Savary](#) at 919-435-9432 as soon as possible, but no less than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All [Board of Commissioners](#) (BOC) meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also streamed online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

The BOC meeting agenda is available to be viewed and downloaded by noon on the Friday prior to the third Tuesday of each month. Citizens may request copies of the agenda or submit questions concerning agenda items by calling the Town Clerk's office at 919-435-9432. Citizens may also receive a copy of each month's agenda via email by enrolling in the free [E-Notifier](#) subscription service.

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the BOC regarding the item under consideration. Anyone wishing to address the BOC concerning a public hearing item should complete and submit the BOC Public Comment Form on the [Town website](#). Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. A designated speaker for a group will be allowed 10 minutes to speak. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the BOC concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the BOC Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, Mayor Jones will recognize you and invite you to the podium at which time you will have three minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

- 2.A. Approval of Minutes
[DRAFTBOCWSEMinutes_Feb20254.pdf](#)
[DRAFTBOCMinutes_FEB202518.pdf](#)
[2025Feb24Minutes-SpMtg.pdf](#)
[2025Feb25Minutes-SpMtg.pdf](#)
[2025Feb27Minutes-SpMtg.pdf](#)
[2025Feb28Minutes-SpMtg.pdf](#)

3.Presentations

- 3.A. Proclamation
[Prolamation Recognizing National Vietnam War Veterans Day 2025.pdf](#)
- 3.B. Go Wake Forest Progress Update
[Agenda Summary](#)

4.Public hearings / Public Comment

- 4.A. Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

5.Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on the Consent Agenda. If a Commissioner or any citizen of Wake Forest or its ETJ wants separate consideration of any item, it may be removed from the Consent Agenda by request.)

- 5.A. Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance
[Attachment_A_summary_03.2025_Accept_Streets.docx](#)
[Attachment_B_Resolution__Accept_Streets.docx](#)
- 5.B. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of), being approximately 0.175 acres.
[031825 Agenda Summary AN-25-01.pdf](#)
[Attachment A Legal Description AN-25-01.pdf](#)
[Attachment B Annexation Map AN-25-01.pdf](#)
[Attachment C Contiguous Annexation Petition AN-25-01.pdf](#)
[CERTIFICATE OF SUFFICIENCY .docx](#)
[DRAFT PUBLIC HEARING RESOLUTION.docx](#)
- 5.C. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous and non-contiguous annexation submitted by property owners Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.
[031825 BOC Agenda Summary AN-24-04.pdf](#)
[Attachment A - Legal Description AN-24-04.pdf](#)
[Attachment B - Annexation Exhibit AN-24-03.pdf](#)
[Attachment C - Contiguous and Non-contiguous Annexation Petitions AN-24-04.pdf](#)
[CERTIFICATE OF SUFFICIENCY.docx](#)
[DRAFT PUBLIC HEARING RESOLUTION CONTIGUOUS.docx](#)
[DRAFT PUBLIC HEARING RESOLUTION NON-CONTIGUOUS.docx](#)
- 5.D. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, for properties located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738-49-9517, 1738-59-3572, and 1738-59-2719 being approximately 3.875 acres.
[031825 Agenda Summary.pdf](#)
[Attachment A Legal Description AN-25-02.pdf](#)
[Attachment B Annexation Map AN-25-02.pdf](#)
[Attachment C Annexation Petition AN-25-02.pdf](#)

[CERTIFICATE OF SUFFICIENCY .docx](#)
[DRAFT PUBLIC HEARING RESOLUTION.docx](#)

- 5.E. Approval of Resolution Authorizing Change Request to Joint Development Agreement with AGG Development for the South Franklin Street Widening Project
[S Franklin St Change Order_Summary.pdf](#)
[JointDevelopmentAgreement_SouthFranklinSt.RoadImprovementsRecorded.pdf](#)
[LTR - TOWF - CR #1 - 03-07-25.pdf](#)
[Change Request No. 1 - 03-07-25.pdf](#)
[Resolution2025-XX_S.FranklinStChangeRequest.docx](#)
- 5.F. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

[Attachment_A_Summary_Amend_No_Parking_Ordinance.docx](#)
[Attachment_B_Ordinance_Amend_No_Parking_Richland_Hills.docx](#)
[Attachment_C_No Parking Exhibit-RHA.pdf](#)
- 5.G. Approval of Appointment to Citizen Advisory Boards
[RESOLUTION2025-XXX_Adv_Board_Appts-PAC.pdf](#)

6.Legislative Items

- 6.A. Consideration of an Ordinance amending Chapter 20. Article I In General Sec. 20-2. - Public consumption, possession, etc. of alcohol
[Item Summary - Creation of Social District .docx](#)
[ATTACHMENT A Ordinance 2025-XX Section 11 Chapter 20 Article I In General Sec. 20-2. - Public consumption possession etc.docx](#)
[Attachment B Map of Wake Forest Social District.png](#)

7.Planning Items

8.Administration and Financial Items

- 8.A. Consideration of purchase and sale agreement for property located at 325 S White Street
[Summary 325 S White.pdf](#)
[Attachment A 325 S White PSA](#)
[Attachment B 325 S White Resolution](#)
[Attachment C Survey](#)

9.Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

12.A. Department Monthly Reports

[February 2025 Monthly Report Draft \(1\).pdf](#)

12.B. Commissioner Reports

12.C. Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. "To prevent the disclosure of information that is privileged or confidential or is not of public record, N.C.G.S. § 143-318.11(a)(1)"

12.D. Closed Session: NCGS 143-318.11(6) - To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

13.Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-403-

Submitted by: Ella Dowtin

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Approval of Minutes

Recommendation:

Item Summary:

ATTACHMENTS

- [DRAFTBOCWSMinutes_Feb20254.pdf](#)
- [DRAFTBOCMinutes_FEB202518.pdf](#)
- [2025Feb24Minutes-SpMtg.pdf](#)
- [2025Feb25Minutes-SpMtg.pdf](#)
- [2025Feb27Minutes-SpMtg.pdf](#)
- [2025Feb28Minutes-SpMtg.pdf](#)



Wake Forest Board of Commissioners Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, February 4, 2025, at 6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

Mayor Jones called the meeting to order at 6:00 p.m.

Commissioners Present: Mayor Vivian A. Jones, Commissioner Ben Clapsaddle, Commissioner Faith Cross, Commissioner Keith Shackleford, Commissioner Nick Sliwinski, and Commissioner Adam Wright.

Commissioners Absent: None.

Staff Members Present:

Town Manager Kip Padgett
Assistant Town Manager Allison Snyder
Assistant Town Manager/CFO Aileen Staples
Town Attorney Sam Slater
Deputy Town Clerk Ella Dowtin
Planning Director Jennifer Currin
Engineering Director Tim Watson
Interim Police Chief Julius Jefferson

Police Captain Brandon High
Police Captain Julius Jefferson
Police Captain Matt Perkinson
Fire Chief Ron Early
Finance Director Samantha Sanchez
Long Range Planner II Emma Linn
Senior Planner Patrick Reidy

Presentations

1.1. Presentation on Phase 2 of the 2035 Wake Transit Plan Engagement.

Long Range Planner II Emma Linn introduced the Wake Transit Program Manager Ben Howe with Campo.

Ben Howe provided an update on the Wake Transit Plans, including an overview of the State of the Plan, Market Analysis, Plan Development Public Engagement—phase 2, and the next steps.

Commissioner Wright asked if all the funding issues in Washington would impact the funding for this project because federal funds are involved and if there are any concerns or backup plans if it is not federally funded. Mr. Howe responded that he didn't know what will happen with federal funding; the good news is that the Wake Transit plan and program are funded locally.

Mayor Jones asked for clarification on whether the Micro-Transit would be qualified for community funding. Mr. Howe responded yes.

Mayor Jones asked if there were any other questions. No other questions were heard.

1.2. Presentation of LEGISLATIVE CASE RZ-24-01, Harris Tract, a rezoning filed by Church Street Company to rezone 55.93 acres located at 0 Harris Road (portion) being Wake County Tax PIN 1841392412 (portion) from Rural Holding District (RD) to Neighborhood Mixed Use Conditional District (NMX-CD), Open Space Conditional District (OS-CD), and Residential Mixed Use Conditional District (RMX-CD).

Senior Planner Patrick Reidy presented on the Legislative Case RZ-24-01, Harris Tract.

Commissioner Sliwinski asked for clarification on the staff recommendation about rezoning the property.

Commissioner Cross asked for clarification on the senior housing for the area. Mr. Reidy responded that it is listed as one of the options. It is based on the current UDO of what a residential care facility is, and it is also in the NMX.

Commissioner Cross asked if there was a master plan for this project. Mr. Reidy responded that there was no master plan.

Commissioner Cross asked how it can be ensured or what measures are in place to ensure the quality of the building's exterior restrictions. Mr. Reidy responded that the rezoning conditions, whatever wound up being approved, would stay with the land. Whenever an application is submitted for development, we go through all those conditions and make sure they are being met. It would follow a master plan, architectural review, and construction plan review. We will ensure that it meets whatever code is required at the time of the application.

Commissioner Cross asked if the buffer between Joyner Parker and the property 100 feet. Mr. Reidy responded yes.

Commissioner Cross asked if there was any mention of understory planting that would shield the view during the various seasons. Mr. Reidy responded that there is no buffer type at the moment.

Commissioner Cross asked about the road width and how it affects the property. Is there enough space? Mr. Reidy responded that it would be turning lanes in between the properties.

Commissioner Clapsaddle asked for clarity about the affordability of the housing conditions. Mr. Reidy responded that it is not age-targeted, but 5% of the multi-family units are affordable units and 80% AMI, and it's not a condition.

Mayor Jones asked if there were any other questions. No other questions were heard.

1.2. ARPA Financial Update

Finance Director Samantha Sanchez presented the ARPA Financial update, which focused on a brief history and overview, a financial update, and project highlights.

Mayor Jones questioned the interest rate and what is earned on the interest. Does that become due? Mayor Jones asked for clarity on the interest funding; is it just added to the funds and has to be spent and obligated and spent on everything just like the regular funding? Mrs. Sanchez responded that it doesn't. We've chosen to do that, but we do not have to report those funds in any way to the feds. Mayor Jones asked for an update on the Kaleidoscope project. Mrs. Sanchez responded they are partnering with Faith Tabernacle Church and have completed some up-fits to the basement for the after-school program in the community. Mrs. Sanchez informed the Board that some of the up-fits are almost complete, and they are working on getting the programming up and running.

Mayor Jones asked if there were any other questions. No other questions were heard.

2. Discussion of Monthly Financial Report

2.1 Discussion of November Financial Summaries

Monthly Financial Report Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Review of Draft Agenda for Upcoming Regular Meeting

The draft agenda was reviewed.

4. Other Business

The Mayor shared updates on the legislators' SB382. Mayor Jones discussed this at the Metro Mayor's Zoom call. She talked to some legislators, and they are confident that it will get it repealed. Eight of the legislative goals that the board voted on were accepted, and two were not. The board received two letters from citizens sharing their concerns about the Senior Center.

5. Commissioner Reports

Commissioner Wright reported that he will attend the Economic Development Forum tomorrow morning. On Saturday, February 8th, Commissioner Sliwinski and I will meet at the Wake Forest Coffee Company from 10 a.m. to noon to participate in Coffee with a Commissioner, and the Technology Advisory Board (TAB) is preparing for its STEM event.

Commissioner Shackleford reported that he will attend the Wake County Economic Development Committee meeting. On Wednesday, February 5th, he will attend the Wake Forest Downtown Business meeting and represent the town at the Wake Forest Museum Society meeting today via Zoom. Commissioner Shackleford attended Chief Leonard's retirement last week and the MLK celebration at Friendship Chapel.

Commissioner Cross reported that she attended Chief Leonard's retirement and the MLK celebration and met with the Urban Forestry Board, which is preparing for the Forest Fest.

Commissioner Clapsaddle had no report.

Commissioner Sliwinski had no report.

Mayor Jones shared that she attended a faith and community dinner at the Church of Jesus Christ of Latter-Day Saints on Jenkins Rd about three weeks ago. They invited church and government leaders to meet and discuss joining together to help less fortunate people in our community. Mayor Jones was reelected as the CAMPO Chair during their January meeting. She attended the MLK Celebration, the Heritage High School mid-year graduation, and the Voter Girl Project with the Girl Scouts at Camp Mary Atkinson.

Town Manager Padgett had no report.

6. Adjournment

The Board of Commissioners adjourned the meeting at 7:08 p.m.

Duly approved in open session this 18th day of February 2025.

(ATTEST)

Vivian A. Jones, Mayor

Ella Downtin, Deputy Town Clerk



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, February 18, 2025**, at **6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

Mayor Jones called the meeting to order at 6:00 p.m.

Mayor Jones led everyone in the Pledge of Allegiance.

Commissioner Members Present: Mayor Vivian A. Jones, Commissioner Ben Clapsaddle, Commissioner Faith Cross, Commissioner Keith Shackelford, Commissioner Nick Sliwinski, and Commissioner Adam Wright.

Commissioner Members Absent: None.

Staff Members Present

Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Synder
Assistant Town Manager/CFO Aileen Staples
Interim Town Attorney Eric Vernon
Town Clerk Evelyn Wright
Deputy Town Clerk Ella Dowtin
Engineering Director Tim Watson
Fire Chief Ron Early
Police Captain Julius Jefferson
Downtown Development Director Jennifer Herbert
Budget/Performance Analyst Benjamin Blevins

Budget & Performance Manager Michelle Daniels
Police Captain Matt Perkinson
Police Captain Brandon High
Parks, Recreation & Cultural Resources Director Ruben Wall
Renaissance Centre Director Debbie Dunn
Senior Planner Patrick Reidy
Interim Town Attorney Sam Slater
IT Analyst II David Moore

1. Approval of Agenda

ACTION:

Mover: Commissioner Wright moved to approve the agenda as presented.

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- January 7, 2025, Work Session
- January 21, 2025, Regular Meeting

ACTION:

Mover: Commissioner Wright moved to approve the minutes as presented.

Seconder: Commissioner Sliwinski.

Vote: Motion carried 5-0.

3. Presentations

3.A. Resolution Recognizing Master Officer Christopher Higgins on his Retirement

**RESOLUTION OF APPRECIATION
FOR THE SERVICES OF**

Christopher Higgins

WHEREAS, Christopher Higgins was hired as a Police Officer I in August of 2018 and has served as a sworn member of the Wake Forest Police Department for over 6 years with a retirement date of March 1, 2025; and

WHEREAS, Higgins achieved Police Officer II in January of 2021; and

WHEREAS, Higgins achieved Officer First Class in January of 2023; and

WHEREAS, Higgins achieved Master Officer in January of 2025; and

WHEREAS, Higgins started his career with the New York City Police Department in 1990, retiring in 2015 as a Sergeant assigned to the Detective Bureau. After his retirement he relocated with his family to North Carolina to continue his law enforcement career. He was first hired with the University of North Carolina at Chapel Hill Police Department in 2016

before joining the Wake Forest Police Department in 2018. Higgins served on a patrol squad for over a year before being selected to serve as a Detective in the Criminal Investigations Division. He has served in that capacity since. He has been awarded a North Carolina Advanced Law Enforcement Certificate and served as a member of the Crisis Negotiation Team.; and

WHEREAS, Higgins served unselfishly as a law enforcement officer for the good of the Town of Wake Forest, making sacrifices in personal and family ties;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that Master Officer Christopher Higgins is hereby officially commended by this Board on behalf of the citizens of Wake Forest for valuable and outstanding service rendered to the Town of Wake Forest Police Department in his official capacity.

BE IT FURTHER RESOLVED that this resolution be made a part of the permanent records of the Town of Wake Forest and that a copy of this resolution is presented to Christopher Higgins.

This the 18th day of February 2025.

Mayor Jones presented the proclamation to Master Officer Christopher Higgins.

4. Public hearings / Public Comment

- 4.A. Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff, and other speakers.

Mayor Jones opened the floor for general comments.

Danny Hupp – 9305 Glamis Circle – Wake Forest, NC 27587

Janice Davis – 1009 Lightfoot Ct. - Wake Forest, NC 27587

Mayor Jones explained to the public that the following item, Social District, does not require public hearing; this is why there was no public hearing announced; however, Mayor Jones allowed public comments to be presented.

Public Comment

Jana Burkhardt – 153 S. White St – Wake Forest, NC 27587

Ira Planer – 534 N. Wingate St – Wake Forest, NC 27587

Abby Black – 520 South Main St. – Wake Forest NC, 27587

Nicki Black – 520 South Main St. – Wake Forest NC, 27587

Trip Black – 520 South Main St. – Wake Forest NC, 27587

Suzanne Lucey – 1500 River Mill Dr. Unit 401 – Wake Forest NC, 27587

Margaret Watkins – 407 Belmellen Ct. – Wake Forest NC, 27587

Mayor Jones declared the public comments closed.

4.B. Public Hearing of LEGISLATIVE CASE RZ-24-01, Harris Tract, a rezoning filed by filed by Church Street Company to rezone 55.93 acres located at 0 Harris Road (portion), being Wake County Tax PIN 1841392412 (portion) from Rural Holding District (RD) to Neighborhood Mixed Use Conditional District (NMX-CD), Open Space Conditional District (OS-CD), and Residential Mixed Use Conditional District (RMX-CD).

Patrick Reidy Senior Planner presented updated information on CASE RZ-24-01.

The applicant, George DeLoache with Church Street Company, reiterated the intent to be consistent with the community plan and have stakeholders' support.

Mayor Jones opened the floor public comments.

Angela DiPaolo – 929 Barnford Mill Rd. – Wake Forest, NC 27587

Gary Skinner – 933 Barnford Mill Rd. – Wake Forest, NC 27587

Janice Davis – 1009 Lightfoot Ct. - Wake Forest, NC 27587

Karin Yates – 705 Hysop Lane – Wake Forest, NC 27587

Leigh Ann Hammerbacher – 316 N Fallsview Lane – Wake Forest, NC 27587

Robert Woessner – 717 Marjoram Court – Wake Forest, NC 27587

Susan Stover – 733 Walbridge Dr. – Wake Forest, NC 27587

Margaret Watkins – 407 Belmellen Ct. – Wake Forest NC, 27587

Alex Stover – 203 West Oak Avenue – Wake Forest, NC 27587

Nicholas Volke – 620 Harris Point Way – Wake Forest, NC 27587

Mayor Jones declared the public hearing closed.

4.C. Public Hearing to receive input for the FY 2025-2026 Annual Operating Budget

Mayor Jones opened the floor for public comment.

Margaret Watkins – 407 Belmellen Ct. – Wake Forest NC, 27587

Mayor Jones declared the public hearing closed.

5. Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on the Consent Agenda. If a commissioner or any citizen of Wake Forest or its ETJ wants separate consideration of any item, it may be removed from the Consent Agenda by request.)

5.A. Approval of a Resolution to surplus the badge and service weapon carried by Master Officer Christopher Higgins

[Filed in the Clerk's Office as Resolution 2025-18.]

ACTION:

Mover: Commissioner Wright moved to approve the surplus of the badge and service weapon carried by Captain Matthew May.

Seconder: Commissioner Shackelford.

Vote: Motion carried 5-0.

5.B. Approval of Budget Ordinance Amendment # 1 for fiscal year 2024-2025

[Filed in the Clerk's Office as Resolution 2025-07.]

ACTION:

Mover: Commissioner Wright moved to approve the surplus the badge, service weapon, and rifle carried by Chief Jeffrey M. Leonard

Seconded: Commissioner Sliwinski.

Vote: Motion carried 5-0.

5.C. Approval of resolution authorizing installment purchase agreement (FY 25 Equipment and Vehicles)

Town Manager Kip Padgett advised that the item should be moved to 8A.

6. Legislative Items

6.A. Consideration of an Ordinance amending Chapter 20. Article I In General Sec. 202.
-Public consumption, possession, etc. of alcohol

Downtown Development Director Jennifer Herbert presented an update for an Ordinance to create a social district for the downtown.

Discussion

Commissioner Clapsaddle asked for clarity on the parameters for leaving an establishment with an alcoholic beverage to participate in FNOW. Commissioner Clapsaddle also requested clarity on a business' ability to opt in or out of the Social District and identification of businesses allow residents to enter with alcohol. Also, Commissioner Clapsaddle inquired about the necessity for a second reading of the Ordinance. Commissioner Clapsaddle requested that data be collected and reviewed concerning how Social District will impact approved events. Commissioner Sliwinski inquired on the process of revising the footprint of the Social District and what is required by the board to review and approve the changes. Commissioner Clapsaddle asked for clarity in the requirement for an additional reading of the Ordinance for every amendment made to it. Attorney Eric Vernon provided insight on the process. Commissioner Wright asked about selling advertising to ease the cost associated with supplying materials for the Social District. Jennifer Herbert advised that she would be happy to have the matter researched. Commissioner Sliwinski he has had Conversations with various businesses regarding the FNOW footprint. Commissioner Clapsaddle advised that there is a concern about public safety and ensuring that citizens can enjoy downtown beyond alcohol. Commissioner Faith Cross has concerns about the Social District and wants public safety to be addressed before mapping out the footprint. Mayor Jones suggested that, because the general consensus is that there will be a Social District of some kind, the focus is on the boundaries for it. The Commissioners agreed on footprint 4.

There will be a vote at the next regular meeting.

7. Planning Items

- 7.A. Consideration of LEGISLATIVE CASE RZ-24-01, Harris Tract, a rezoning filed by Church Street Company to rezone 55.93 acres located at 0 Harris Road (portion), being Wake County Tax PIN 1841392412 (portion) from Rural Holding District (RD) to Neighborhood Mixed Use Conditional District (NMX-CD), Open Space Conditional District (OS-CD), and Residential Mixed Use Conditional District (RMX-CD).

DISCUSSION:

The Commissioners asked for clarity of the technical components of CASE RZ-24-01. Patrick, along with the Church Street Company, answered all questions asked by the Commissioners.

ACTION:

Mover: Commissioner Sliwinski moved to approve the application with the addition of the consistency statement .

Seconder: Commissioner Cross.

Vote: Motion carried 5-0.

8. Administration and Financial Items

- 8.A. Approval of resolution authorizing installment purchase agreement (FY 25 Equipment and Vehicles)

ACTION:

Mover: Commissioner Wright moved to approve the purchase agreement.

Seconder: Commissioner Shackelford.

Vote: Motion carried 5-0.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Reports
Received.

12.B. Capital Improvement Plan Quarterly Update
Received.

12.C. Commissioner Reports

Mayor Jones advised that she attended the North Carolina Mayor's Meeting and there were presentations that she will share with the Board at a later date. Commissioner Clapsaddle advised that the Minority and Women Owned Business Expo will take place on Saturday, February 22nd at 4 pm at the Renaissance Centre. Also, Commissioner Clapsaddle wanted to publicly extend appreciation to Lamar Minter for all of the work that goes into executing the event.

12.D. Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. "To prevent the disclosure of information that is privileged or confidential or is not of public record, N.C.G.S. § 143-318.11(a)(1)"

12.E. Closed Session: NCGS 143-318.11(3) – To consult with the Town Attorney regarding:

Town of Wake Forest v. LaSaundra Booth – Case No.: 23CV035758-910;

Town of Wake Forest v. Brian Mears and Amanda Mears - Case No.:

23CV035783-910;

Town of Wake Forest v. Alyssa Ruth and Joshua Casto - Case No.:

23CV035777-910;

Town of Wake Forest v. Jordan Everington and Amanda Syvertsen - Case No.:

23CV035769-910; and

Town of Wake Forest v. Miriah M Yanez & Edmundo Yanez - Case No.:

23CV035768-910

SchoolDev East, LLC v. Town of Wake Forest – Superior Court Case No.:

21CVS15683; and

SchoolDev East, LLC v. Town of Wake Forest – Court of Appeals Case No.: COA

21-359

12.F. Closed Session: NCGS 143-318.11(6) - To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

ACTION:

Mover: Commissioner Wright moved to go into closed session.

Seconded: Commissioner Sliwinski.

Vote: Motion carried 5-0.

Reconvened from closed session at approximately 10:13 pm.

13. Adjournment

Mayor Jones adjourned the meeting at 10:15 pm.

Duly approved in open session this 18th day of March 2025.

(ATTEST)

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk



**Wake Forest Board of Commissioners
Special Meeting Minutes
February 24, 2025, at 6:00 PM
Wake Forest Town Hall
301 S Brooks Street**

Mayor Jones opened the meeting at 6:00 p.m. The following elected officials and staff were in attendance:

Elected Officials: Mayor Vivian Jones, Commissioners Nick Sliwinski, Adam Wright, Keith Shackelford, Ben Clapsaddle, and Faith Cross

Elected Officials Absent:

Town Staff: Town Manager Kip Padgett, Assistant Town Manager Candace Davis, Assistant Town Manager Allison Synder, Assistant Town Manager/CFO Aileen Staples, Attorney Eric Vernon, Planning Director Jennifer Currin, Engineering Director Tim Watson, Human Resources Director Angela McCray, Benefits & Compensation Manager Mitzi Franklin, Town Clerk Evelyn Wright, and Deputy Town Clerk Ella Dowtin

1. Closed Session: N.C.G.S. 143-318.11 (a) (6)

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

ACTION: Commissioner Wright made a motion to go into Closed Session at 6:03 p.m.
Commissioner Cross seconded the motion, which carried (5-0).

ACTION: Commissioner Sliwinski motioned to come out of Closed Session at 8:00 p.m.
Commissioner Wright seconded the motion, which carried (5-0).

2. Adjournment

ACTION: Commissioner Wright made a motion to adjourn at 8:02 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

Duly adopted this 18th day of March 2025.

ATTEST:

Vivian A. Jones
Mayor

Ella Dowtin
Deputy Town Clerk



**Wake Forest Board of Commissioners
Special Meeting Minutes
February 25, 2025, at 6:00 PM
Wake Forest Town Hall
301 S Brooks Street**

Mayor Jones opened the meeting at 6:00 p.m. The following elected officials and staff were in attendance:

Elected Officials: Mayor Vivian Jones, Commissioners Nick Sliwinski, Adam Wright, Keith Shackelford, Ben Clapsaddle, and Faith Cross

Elected Officials Absent:

Town Staff: Town Manager Kip Padgett, Assistant Town Manager Candace Davis, Assistant Town Manager Allison Synder, Assistant Town Manager/CFO Aileen Staples, Attorney Eric Vernon, Planning Director Jennifer Currin, Engineering Director Tim Watson, Human Resources Director Angela McCray, Benefits & Compensation Manager Mitzi Franklin, Town Clerk Evelyn Wright, and Deputy Town Clerk Ella Dowtin

1. Closed Session: N.C.G.S. 143-318.11 (a) (6)

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

ACTION: Commissioner Wright made a motion to go into Closed Session at 6:03 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

ACTION: Commissioner Wright motioned to come out of Closed Session at 8:35 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

2. Adjournment

ACTION: Commissioner Wright made a motion to adjourn at 8:39 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

Duly adopted this 18th day of March 2025.

ATTEST:

Vivian A. Jones
Mayor

Ella Dowtin
Deputy Town Clerk



**Wake Forest Board of Commissioners
Special Meeting Minutes
February 27, 2025, at 6:00 PM
Wake Forest Town Hall
301 S Brooks Street**

Mayor Jones opened the meeting at 5:59 p.m. The following elected officials and staff were in attendance:

Elected Officials: Mayor Vivian Jones, Commissioners Nick Sliwinski, Adam Wright, Keith Shackelford, Ben Clapsaddle, and Faith Cross

Elected Officials Absent:

Town Staff: Town Manager Kip Padgett, Assistant Town Manager Candace Davis, Assistant Town Manager Allison Synder, Assistant Town Manager/CFO Aileen Staples, Attorney Eric Vernon, Planning Director Jennifer Currin, Engineering Director Tim Watson, Human Resources Director Angela McCray, Benefits & Compensation Manager Mitzi Franklin, Town Clerk Evelyn Wright, and Deputy Town Clerk Ella Dowtin

1. Closed Session: N.C.G.S. 143-318.11 (a) (6)

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

ACTION: Commissioner Wright made a motion to go into Closed Session at 6:00 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

ACTION: Commissioner Wright motioned to come out of Closed Session at 7:49 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

2. Adjournment

ACTION: Commissioner Shackelford made a motion to adjourn at 7:52 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

Duly adopted this 18th day of March 2025.

ATTEST:

Vivian A. Jones
Mayor

Ella Downtin
Deputy Town Clerk



**Wake Forest Board of Commissioners
Special Meeting Minutes
February 28, 2025, at 6:00 PM
Wake Forest Town Hall
301 S Brooks Street**

Mayor Jones opened the meeting at 6:03 p.m. The following elected officials and staff were in attendance:

Elected Officials: Mayor Vivian Jones, Commissioners Nick Sliwinski, Adam Wright, Keith Shackelford, Ben Clapsaddle, and Faith Cross

Elected Officials Absent:

Town Staff: Town Manager Kip Padgett, Assistant Town Manager Allison Synder, Assistant Town Manager/CFO Aileen Staples, Attorney Eric Vernon, Planning Director Jennifer Currin, Engineering Director Tim Watson, Human Resources Director Angela McCray, Benefits & Compensation Manager Mitzi Franklin, Town Clerk Evelyn Wright, and Deputy Town Clerk Ella Downtin

1. Closed Session: N.C.G.S. 143-318.11 (a) (6)

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

ACTION: Commissioner Wright made a motion to go into Closed Session at 6:03 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

ACTION: Commissioner Wright motioned to come out of Closed Session at 7:54 p.m.
Commissioner Sliwinski seconded the motion, which carried (5-0).

2. Adjournment

ACTION: Commissioner Sliwinski made a motion to adjourn at 8:05 p.m.
Commissioner Cross seconded the motion, which carried (5-0).

Duly adopted this 18th day of March 2025.

ATTEST:

Vivian A. Jones
Mayor

Ella Downtin
Deputy Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-371-

Submitted by: Ella Dowtin

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Proclamation

Recommendation:

Item Summary:

ATTACHMENTS

- [Prolamation Recognizing National Vietnam War Veterans Day 2025.pdf](#)



TOWN of WAKE FOREST

301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9400

www.wakeforestnc.gov

PROCLAMATION RECOGNIZING NATIONAL VIETNAM WAR VETERANS DAY

WHEREAS The Vietnam War, which began as the Second Indochina War, was a 20year military conflict that took place in the southeast Asian country of Vietnam that started in 1955 as a war between Communist North Vietnam and non-communist South Vietnam; and

WHEREAS the United States of America became involved in 1962 in an advisory capacity supporting South Vietnam, as the U.S. government feared the defeat of South Vietnam would lead to the spread of communism throughout southeast Asia; and

WHEREAS three years later U.S. troops were deployed to officially support the South Vietnamese effort. By 1969 543,000 U.S. service members were in-country—the highest number of America’s soldiers during the war; and

WHEREAS on January 27, 1973, the signing of the Paris Peace Accords brought an end to the war. The withdrawal of American troops commenced, as did the release of American prisoners held by North Vietnam. Two months later, on March 29, the last service members left the region.; and

WHEREAS all told, more than 9 million Americans served during the Vietnam War era, including more than 2.7 million in southeast Asia. American losses were significant. 58,260 U.S. service members lost their lives—including 1,613 from North Carolina. This includes PFC Ronnie Marshall Duncan and PFC Benny Charles Jackson from Wake Forest. Thirty-Eight North Carolinians are still missing and unaccounted for; and

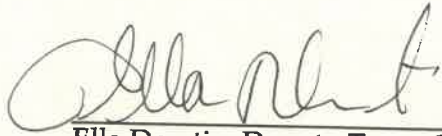
WHEREAS upon returning home from the war, many service members were not welcomed back as honorable patriots who dutifully answered our nation’s call for military service. Many were criticized for their involvement in a war which was unpopular with many of their fellow Americans here at home; and

WHEREAS many states, including North Carolina have observed March 29—the date of the last service member pullout from South Vietnam—as “National Vietnam War Veterans Day” in honor of the men and women who served in the United States military during the Vietnam War era. In 2017 Congress recognized the date as an official day of remembrance.

NOW, THEREFORE I, Vivian Jones, Mayor of Wake Forest, do hereby proclaim March 29, 2025, as

National Vietnam War Veterans Day

Attest:



Ella Dowtin, Deputy Town Clerk


Vivian A. Jones, Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-400-
Submitted by: Brad West
Submitting Department: Planning
Meeting Date: March 18, 2025

SUBJECT

Go Wake Forest Progress Update

Recommendation:

Item Summary:

ATTACHMENTS

- [Agenda Summary](#)

Agenda Item: Go Wake Forest Progress Update

Summary: Staff will provide a brief progress update on the Go Wake Forest microtransit system and Community Funding Area Program application status.

Attachments: None



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-349-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-370-

Submitted by: Elisabeth Palermo

Submitting Department: Engineering

Meeting Date: March 18, 2025

SUBJECT

Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance

Recommendation:

Approval of Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance.

Item Summary:

ATTACHMENTS

- [Attachment_A_summary_03.2025_Accept_Streets.docx](#)
- [Attachment_B_Resolution__Accept_Streets.docx](#)

Agenda Item: Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance.

Summary: New streets are required to be designed and built to Town of Wake Forest standards and specifications. The Board accepts streets into the Town of Wake Forest Street System quarterly. The streets on this resolution will be added to the Powell Bill submission for additional maintenance funds annually. Three streets on this resolution are corrections to clerical mistakes found on the Powell Bill spreadsheet (Oakwood Dr., East Oak Ave, and Heritage Garden St). The Powell Bill map is updated annually in June. These additions will be reflected on the 2025 Powell Bill Map. This resolution lists the additions that have been approved and accepted by Engineering Staff since December of 2024.

Attachments: Attachment_A_summary_03.2025_Accept_Streets

Attachment_B_Resolution_Accept_Streets

RESOLUTION 2025-XX

RESOLUTION TO ACCEPT STREETS INTO THE TOWN OF WAKE FOREST STREET SYSTEM FOR MAINTENANCE

WHEREAS, streets are required to be designed and built according to our Manual of Standards, Specifications and Design; and

WHEREAS, Engineers and Construction Inspectors approved the street segments for acceptance accordingly as described in the table below;

WHEREAS, approval by the Town of Wake Forest Board of Commissioners is necessary for eligibility for receiving funding from the NCDOT's Powell Bill Program;

BE IT RESOLVED that the Board of Commissioners of the Town of Wake Forest accept this list of street additions and deletions into the Town of Wake Forest Street System.

ADDITIONS:

<u>SUBDIVISION</u>	<u>STREET NAME</u>	<u>BEG DESCRIPTION</u>	<u>END DESCRIPTION</u>	<u>LENGTH</u>
REGENCY AT HERITAGE PHASE 1 AND 2	HERITAGE REGENCY DR	FORESTVILLE RD	MARSHALL FARM ST	0.43
REGENCY AT HERITAGE PHASE 1	MARSHALL FARM STREET	HERITAGE REGENCY DRIVE	WF TOWN LIMIT	0.06
REGENCY AT HERITAGE PHASE 2	MARSHALL FARM STREET	WF TOWN LIMIT	END OF PHASE	0.11
REGENCY AT HERITAGE PHASE 1	LEMON CHIFFON STREET	HERITAGE REGENCY DRIVE	END OF CUL-DE- SAC	0.05
REGENCY AT HERITAGE PHASE 2	HOPE PASSAGE COURT	HERITAGE REGENCY DRIVE	END OF CUL-DE- SAC	0.05
THE WILLOWS AT TRADITIONS - PHASE 2	DAISY MEADOW LANE	TRADITIONS GRANDE BLVD	PRIVATE ALLEY	0.16
HOLDING VILLAGE MULTIFAMILY	FRIENDSHIP CHAPEL ROAD	FRANKLIN ST (WEST)	FRANKLIN ST (EAST)	0.10
HAWTHORNE AT THE FOREST PHASE 1	MOONBOW TRAIL	STAR RD	END OF PHASE	0.25
HAWTHORNE AT THE FOREST PHASE 1	COMET TRAIL LANE	MOONBOW TRAIL	END OF PHASE	0.12
TRADITIONS - BRIDGEWATER	NEW WATER WAY	TRADITIONS GRANDE BLVD	RESERVOIR VIEW LN	0.05
OAKWOOD ESTATES	OAKWOOD DRIVE	DURHAM RD	DOGWOOD LN	0.17
	EAST OAK AVENUE	N. MAIN ST	MILL ST	0.15
		TOTAL:		1.70

DELETIONS:

<u>SUBDIVISION</u>	<u>STREET NAME</u>	<u>BEG DESCRIPTION</u>	<u>END DESCRIPTION</u>	<u>LENGTH (MILES)</u>
HERITAGE MEADOWS	HERITAGE GARDEN STREET			0.22
	OAK AVENUE	DURHAM RD	DOGWOOD DR	0.17
	TOTAL DELETIONS:			0.39

TOTAL ADDITIONAL MILEAGE: 1.31

Duly adopted this 18th day of March 2025.

Vivian A. Jones,
Mayor

ATTEST:

Ella Downtin
Deputy Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-372-
Submitted by: Ari Schwartz
Submitting Department: Planning
Meeting Date: March 18, 2025

SUBJECT

Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of), being approximately 0.175 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- [031825 Agenda Summary AN-25-01.pdf](#)
- [Attachment A Legal Description AN-25-01.pdf](#)
- [Attachment B Annexation Map AN-25-01.pdf](#)
- [Attachment C Contiguous Annexation Petition AN-25-01.pdf](#)
- [CERTIFICATE OF SUFFICIENCY .docx](#)
- [DRAFT PUBLIC HEARING RESOLUTION.docx](#)

Agenda Item: Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of) being approximately 0.175 acres.

Summary: The property proposed for annexation is contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with Site Master Plan, SP-24-23, Wheatfield II Shopping Center.

Staff requests that the Board accept the petition, adopt the resolution to investigate the annexation petition, certify the sufficiency of the annexation petition, and adopt the resolution setting the public hearing date for the annexation petition.

Attachments: Attachment A Legal Description AN-25-01
Attachment B Annexation Map AN-25-01
Attachment C Contiguous Annexation Petition AN-25-01
Certificate of Sufficiency
Draft Public Hearing Resolution

CMP Professional Land Surveyors

Michael A. Moss, PLS L-3794

Telephone (919) 556-3148

Jason L. Panciera, PLS L-3835, CFSNC-140

L. Jordan Parker Jr., PLS L-4685

333 South White Street, Post Office Box 1253

Wake Forest, NC 27588-1253

LEGAL DESCRIPTION

BEGINNING AT AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD (S.R.#2049), SAID EXISTING IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 799,155.57' E(x): 2,146,026.53'; THENCE S 49°24'17"E A DISTANCE OF 16.45' TO AN EXISTING IRON PIPE; THENCE S 51°34'19"E A DISTANCE OF 96.29' TO AN EXISTING IRON PIPE; THENCE S 52°32'01"E A DISTANCE OF 81.50' TO AN EXISTING IRON PIPE; THENCE S 52°32'01"E A DISTANCE OF 16.48' TO AN EXISTING IRON PIPE; THENCE S 54°04'57"E A DISTANCE OF 35.87' TO AN EXISTING IRON PIPE; THENCE S 35°54'46"W A DISTANCE OF 31.14' TO AN EXISTING IRON BAR, SAID EXISTING IRON BAR HAVING NC GRID NAD 83/2011 COORDINATE N(y): 798,979.17' E(x): 2,146,203.01'; THENCE N 54°05'18"W A DISTANCE OF 36.29' TO A POINT; THENCE N 52°32'01"W A DISTANCE OF 16.90' TO A POINT; THENCE N 52°32'01"W A DISTANCE OF 81.76' TO A POINT; THENCE N 51°34'19"W A DISTANCE OF 97.14' TO A POINT; THENCE N 49°24'17"W A DISTANCE OF 10.70' TO A POINT, SAID POINT BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD (S.R.#2049); THENCE ALONG FORESTVILLE ROAD RIGHT-OF-WAY N 29°06'07" E A DISTANCE OF 6.55' TO A POINT; THENCE N 29°06'07" E A DISTANCE OF 25.23' TO AN EXISTING IRON PIPE, WHICH IS THE POINT OF BEGINNING, CONTAINING A TOTAL AREA TO BE ANNEX OF 7,620 SQUARE FEET, 0.175 ACRES.

I, MICHAEL A. MOSS CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES; THAT HORIZONTAL POSITIONAL ACCURACY AS CALCULATED .05"; THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM(GNSS) SURVEY OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONAL ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE 1-CENTIMETER ACCURACY CLASSIFICATION (95% CONFIDENCE) USING REAL TIME KINEMATIC FIELD PROCEDURES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS _____ DAY OF _____ A.D. 2025.

CLASS OF SURVEY: AA
POSITIONAL ACCURACY: HORIZONTAL 0.05 US SURVEY FEET
TYPE OF GPS FIELD PROCEDURE: REAL TIME KINEMATICS
NETWORK (VRS)
DATES OF SURVEY:
DATUM/EPOCH: NAD 83(2011) 2010.00
PUBLISHED/FIXED CONTROL USE: RALEIGH DOT CORS ARP
LAT: 35°45'49.50795"
LONG: 78°34'44.39448"
GEIOD MODEL: GF01D12B
COMBINED GRID FACTORS: 1.00006293903464
UNITS: US SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

PRELIMINARY

FOR REVIEW PURPOSES ONLY
L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

ANNEXATION MAP: AN-25-01, (LOT 2, PHILLIP REID STROUD II)
0.175 ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE #
ADOPTED: NC GRID NAD 83 (2011)
EFFECTIVE DATE OF ANNEXATION:

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

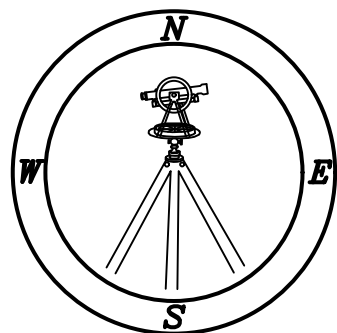
_____, 20____

EVELYN WRIGHT

TOTAL AREA TO BE ANNEXED
7,620 S.F./0.175 AC.

LAND SURVEYOR/CONTACT

CMP, PROFESSIONAL LAND SURVEYORS, PC
MICHAEL A. MOSS, PLS
333 S. WHITE STREET
WAKE FOREST, NC 27587
(919) 556-3148
MIKE@CMPPLS.COM

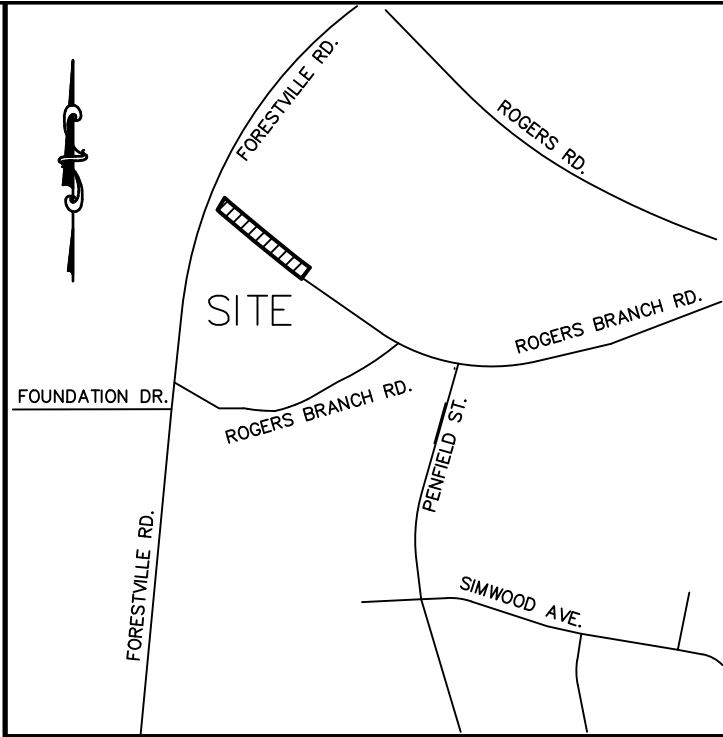


CMP

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

LEGEND:

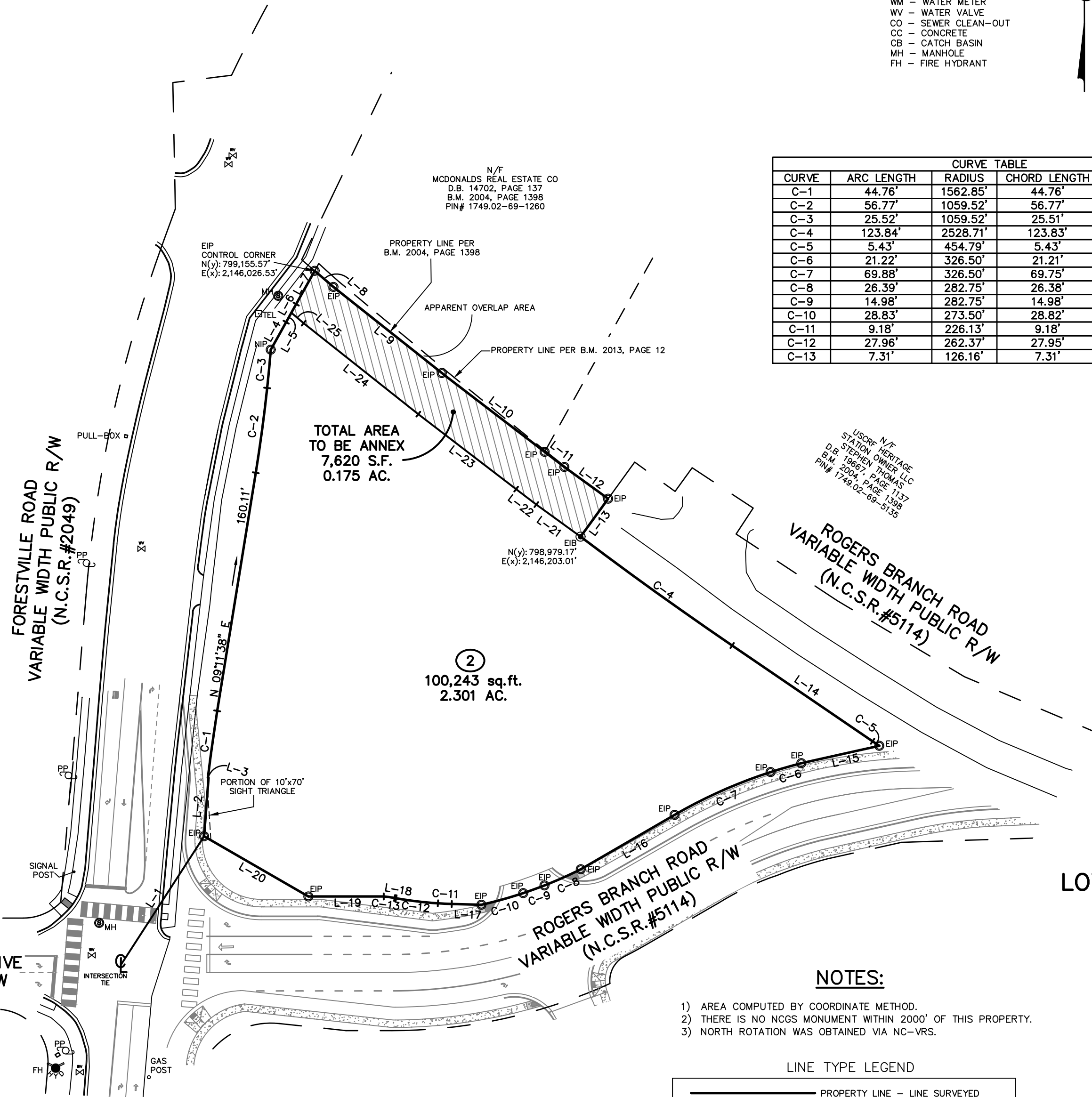
EIP - EXISTING IRON PIPE
EIB - EXISTING IRON BAR
BEIP - BENT IRON PIPE
BEIB - BENT IRON BAR
CM - CONCRETE MONUMENT
EPK - EXISTING PK NAIL
SPK - SET PK NAIL
NIP - NEW IRON PIPE SET
R/W - RIGHT OF WAY
CATV - CABLE TV BOX
EB - ELECTRIC BOX
TEL - TELEPHONE PEDESTAL
PP - POWER POLE
OHL - OVERHEAD LINE
LP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



VICINITY MAP
(NOT TO SCALE)

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-1	44.76'	1562.85'	44.76'	N 07°58'53" E
C-2	56.77'	1059.52'	56.77'	N 07°39'31" E
C-3	25.52'	1059.52'	25.51'	N 05°26'02" E
C-4	123.84'	2528.71'	123.83'	S 54°18'19" E
C-5	5.43'	454.79'	5.43'	S 56°03'02" E
C-6	21.22'	326.50'	21.21'	S 73°57'24" W
C-7	69.88'	326.50'	69.75'	S 65°57'50" W
C-8	26.39'	282.75'	26.38'	S 65°57'34" W
C-9	14.98'	282.75'	14.98'	S 70°09'03" W
C-10	28.83'	273.50'	28.82'	S 74°26'54" W
C-11	9.18'	226.13'	9.18'	N 87°14'03" W
C-12	27.96'	262.37'	27.95'	N 83°05'50" W
C-13	7.31'	126.16'	7.31'	N 82°08'30" W

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 32°53'22" E	101.69'
L-2	N 04°23'34" E	38.84'
L-3	N 72°14'41" W	0.52'
L-4	N 29°06'07" E	20.91'
L-5	N 29°06'07" E	7.18'
L-6	N 29°06'07" E	6.55'
L-7	N 29°06'07" E	25.23'
L-8	S 49°24'17" E	16.45'
L-9	S 51°34'19" E	96.29'
L-10	S 52°32'01" E	81.50'
L-11	S 52°32'01" E	16.48'
L-12	S 54°04'57" E	35.87'
L-13	S 35°54'46" W	31.14'
L-14	S 55°42'30" E	112.75'
L-15	S 77°25'09" W	53.04'
L-16	S 59°53'36" W	71.95'
L-17	N 88°29'45" W	19.72'
L-18	N 80°16'41" W	0.98'
L-19	N 90°00'00" W	50.00'
L-20	N 59°58'54" W	79.92'
L-21	N 54°05'18" W	36.29'
L-22	N 52°32'01" W	16.90'
L-23	N 52°32'01" W	81.76'
L-24	N 51°34'19" W	97.14'
L-25	N 49°24'17" W	10.70'



NOTES:

- 1) AREA COMPUTED BY COORDINATE METHOD.
- 2) THERE IS NO NCGS MONUMENT WITHIN 2000' OF THIS PROPERTY.
- 3) NORTH ROTATION WAS OBTAINED VIA NC-VRS.

LINE TYPE LEGEND

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

ANNEXATION MAP FOR
LOT 2, PHILLIP REID STROUD II

0 FORESTVILLE ROAD
OWNER: SASSOM, LLC
REF: D.B. 19171, PAGE 2350
REF: B.M. 2021, PAGE 1756
TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA



JANUARY 23, 2023
REVISED JANUARY 13, 2025
ZONED NB (RZ-04-17)
PIN #1749.02-68-1910



TOWN of WAKE FOREST

Planning Department
Wake Forest Town Hall – 3rd Floor
301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9510
f 919.435.9539
www.wakeforestnc.gov

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: _____ 2/10/2025 _____

To the Board of Commissioners of the Town of Wake Forest:

I/we the undersigned owner(s) of real property respectfully request that the area described in the paragraph below and as shown in the attached survey map of the property be annexed into the Town of Wake Forest.

The area to be annexed is contiguous to the Town of Wake Forest corporate limits and the boundaries of such territory are as follows *(attach or insert below a metes & bounds description with a matching survey map)*:

Please See Attached Survey and legal description _____

Note: If ownership is a corporation or partnership, please provide such name and the name and signature of the person authorized to sign on behalf of the corporation or partnership. If in joint ownership, please provide names and signatures of ALL owners.

Omar EL-Kaissi / Sassom LLC	10121 Capital Blvd. #105. Wake Forest, NC 27587	<i>Omar EL-Kaissi</i>	2/10/2025
Name Susie EL-Kaissi/ Sassom LLC	Address 10121 Capital Blvd. #105 wake forest NC 27587	Signature <i>Susie EL-Kaissi</i>	Date 2/10/2025
Name	Address	Signature	_____
			Date
Name	Address	Signature	_____
			Date
Name	Address	Signature	_____
			Date

For additional information or assistance, please call the Planning Department at (919) 435-9510.

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Wake Forest, North Carolina:

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

In witness whereof, I have hereto set my hand and affixed the seal of the Town of Wake Forest, this the 18th day of March, 2025.

Town Clerk

(SEAL)

RESOLUTION 2025-

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO N.C.G.S. 160A-31, AS AMENDED
(by property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN
1749681910 (portion of), being approximately 0.175 acres.)

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

WHEREAS, the Board of Commissioners has by said resolution directed the Town Clerk to investigate the sufficiency of said petition; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest:

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held at the Wake Forest Town Hall at 6:00 p.m. on the 15th day of April, 2025.

Section 2. The area proposed for annexation is described as follows:

(See Attachment A - Legal Description and Attachment B - Annexation Map)

Section 3. Notice of said public hearing shall be published once in the News and Observer having general circulation in the Town of Wake Forest, at least ten (10) days prior to the day of said public hearing.

Adopted and effective this the 18th day of March, 2025.

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric A. Vernon
Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-384-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: March 18, 2025

SUBJECT

Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous and non-contiguous annexation submitted by property owners Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- [031825 BOC Agenda Summary AN-24-04.pdf](#)
- [Attachment A - Legal Description AN-24-04.pdf](#)
- [Attachment B - Annexation Exhibit AN-24-03.pdf](#)
- [Attachment C - Contiguous and Non-contiguous Annexation Petitions AN-24-04.pdf](#)
- [CERTIFICATE OF SUFFICIENCY.docx](#)
- [DRAFT PUBLIC HEARING RESOLUTION CONTIGUOUS.docx](#)
- [DRAFT PUBLIC HEARING RESOLUTION NON-CONTIGUOUS.docx](#)

Agenda Item: Approval of a resolution to schedule the public hearing and certify the sufficiency for petitions requesting contiguous and non- contiguous annexation submitted by property owners, Town of Wake Forest, for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.

Summary: The properties proposed for annexation are contiguous and non-contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with the 1621 & 1701 Wait Ave rezoning, RZ-24-06.

Staff requests that the Board accept the petition, adopt the resolution to investigate the annexation petition, certify the sufficiency of the annexation petition, and adopt the resolution setting the public hearing date for the annexation petition.

Attachments: Attachment A - Legal Description AN-24-04
Attachment B - Annexation Exhibit AN-24-04
Attachment C – Contiguous and Non-contiguous Annexation Petitions AN-24-04
Certificate of Sufficiency
Draft Public Hearing Resolution Contiguous Annexation
Draft Public Hearing Resolution Non-contiguous Annexation

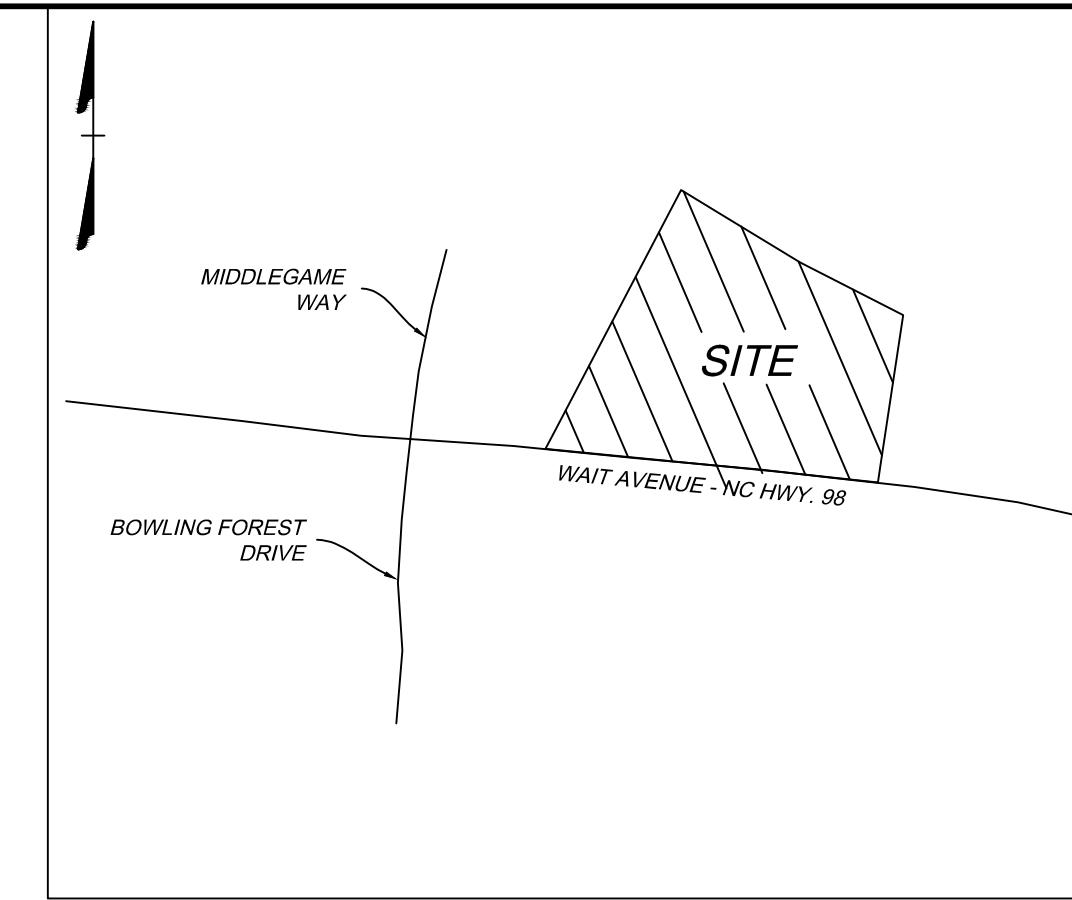
ANNEXATION DESCRIPTION

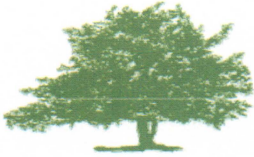
SURVEY DESCRIPTION FOR PIN 1850578617 CONTIGIOUS ANNEXATION

Beginning at an existing iron pipe, a common corner between two Town of Wake Forest properties described in Deed Book 2946, Page 516 (PIN 1850578617) and Deed Book 2993, Page 11 (PIN 1850670578, being in the northern right of way line of Wait Avenue – NC Highway 98 and having a North Carolina State Plane Coordinate (NAD 1983/2011) value of North 807458.99 feet, East 2155951.91 feet. Thence S10° 10' 09"W, 30.32' to a point in the centerline of Wait Avenue; thence with the centerline of Wait Avenue N84° 26' 03"W, 379.87' to a point; thence leaving the centerline of Wait Avenue N27° 38' 59"E, 32.09' to an existing iron pipe in the northern right of way of Wait Avenue; thence continuing N27° 38' 59"E, 475.37' over an existing pond to a point in the aforesaid pond; thence S58° 36' 42"E, 70.00' to a 5/8" capped iron rod set; thence continuing S58° 36' 42"E, 172.66' to a 5/8" capped iron rod set, a common corner of the aforementioned properties; thence with the aforementioned properties common property line S10° 10' 09"W, 335.39' to the Beginning, containing 3.00 acres more, or less and being the western proportion of the property described in Deed Book 19556, Page 1881.

SURVEY DESCRIPTION FOR PIN 1850670578 NON- CONTIGIOUS ANNEXATION

Beginning at an existing iron pipe, a common corner between two Town of Wake Forest properties described in Deed Book 2946, Page 516 (PIN 1850578617) and Deed Book 2993, Page 11 (PIN 1850670578, being in the northern right of way line of Wait Avenue – NC Highway 98 and having a North Carolina State Plane Coordinate (NAD 1983/2011) value of North 807458.99 feet, East 2155951.91 feet. Thence leaving the aforesaid right of way and with the common property line N10° 10' 09"E, 335.39' to a 5/8" capped iron rod set, a common corner of the aforementioned properties; thence S63° 05' 02"E, 200.14' to an existing iron pipe; thence with the common property line of Robert Bradley Baker-Nicholas S8° 38' 11"W, 263.94' to an existing iron pipe in the northern right of way of Wait Avenue; thence continuing S8° 38' 11"W, 30.00' to a point in the centerline of Wait Avenue; thence with the centerline of Wait Avenue N83° 48' 41"W, 170.20' to a point; thence N84° 26' 03"W, 29.82' to a point; thence leaving the centerline of Wait Avenue N10° 10' 09"E, 30.32' to the Beginning, containing 1.48 acres more, or less and being the eastern portion of the property described in Deed Book 19556, Page 1881.





TOWN of WAKE FOREST

Planning Department
Wake Forest Town Hall – 3rd Floor
301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9510
f 919.435.9539
www.wakeforestnc.gov

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 01/29/25

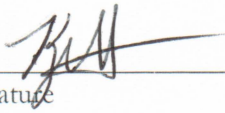
To the Board of Commissioners of the Town of Wake Forest:

I/we the undersigned owner(s) of real property respectfully request that the area described in the paragraph below and as shown in the attached survey map of the property be annexed into the Town of Wake Forest.

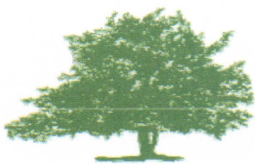
The area to be annexed is contiguous to the Town of Wake Forest corporate limits and the boundaries of such territory are as follows (*attach or insert below a metes & bounds description with a matching survey map*):

See attached metes and bounds description.

Note: If ownership is a corporation or partnership, please provide such name and the name and signature of the person authorized to sign on behalf of the corporation or partnership. If in joint ownership, please provide names and signatures of ALL owners.

<u>Kip Padgett</u>	<u>301 Brooks St, Wake Forest, NC 27587</u>	<u></u>	<u>1/29/25</u>
Name	Address	Signature	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Name	Address	Signature	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Name	Address	Signature	Date
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Name	Address	Signature	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>

For additional information or assistance, please call the Planning Department at (919) 435-9510.



TOWN of WAKE FOREST

Planning Department
Wake Forest Town Hall – 3rd Floor
301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9510
f 919.435.9539
www.wakeforestnc.gov

NON-CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 01/29/25

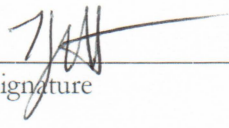
To the Board of Commissioners of the Town of Wake Forest:

I/we the undersigned owner(s) of real property respectfully request that the area described in the paragraph below and as shown in the attached survey map of the property be annexed into the Town of Wake Forest.

The boundaries of the area to be annexed into to the Town of Wake Forest corporate limits are as follows (*attach or insert below a metes & bounds description with a matching survey map*):

See attached metes and bounds description.

Note: If ownership is a corporation or partnership, please provide such name and the name and signature of the person authorized to sign on behalf of the corporation or partnership. If in joint ownership, please provide names and signatures of ALL owners.

<u>Kip Padgett</u>	<u>301 Brooks St, Wake Forest, NC 27587</u>	<u></u>	<u>1/29/25</u>
Name	Address	Signature	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Name	Address	Signature	Date
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Name	Address	Signature	Date
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Name	Address	Signature	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>

For additional information or assistance, please call the Planning Department at (919) 435-9510.

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Wake Forest, North Carolina:

I, Evelyn Wright, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying the area described therein, in accordance with N.C.G.S 160A-31 and 160A-58.1.

In witness whereof, I have hereto set my hand and affixed the seal of the Town of Wake Forest, this the 18th day of March, 2025.

Town Clerk

(SEAL)

RESOLUTION 2025-

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO N.C.G.S. 160A-31, AS AMENDED
(by property owner Town of Wake Forest for property associated with rezoning request
RZ-24-06, located at 1621 Wait Avenue being Wake County PIN 1850578617 being
approximately 3.00 acres.)

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

WHEREAS, the Board of Commissioners has by said resolution directed the Town Clerk to investigate the sufficiency of said petition; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest:

Section 1. That a public hearing on the question of annexation of the contiguous areas described herein will be held at the Wake Forest Town Hall at 6:00 p.m. on the 15th day of April, 2025.

Section 2. The area proposed for annexation is described as follows:

(See Attachment A - Legal Description and Attachment B - Annexation Exhibit)

Section 3. Notice of said public hearing shall be published once in the News and Observer having general circulation in the Town of Wake Forest, at least ten (10) days prior to the day of said public hearing.

Adopted and effective this the 18th day of March, 2025.

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright

Town Clerk

Eric A. Vernon

Town Attorney

RESOLUTION 2025-

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2, AS AMENDED
(by property owner Town of Wake Forest for property associated with rezoning request
RZ-24-06, located at 1701 Wait Avenue being Wake County PIN 1850670578 being
approximately 1.48 acres.)

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

WHEREAS, the Board of Commissioners has by said resolution directed the Town Clerk to investigate the sufficiency of said petition; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest:

Section 1. That a public hearing on the question of annexation of the non-contiguous areas described herein will be held at the Wake Forest Town Hall at 6:00 p.m. on the 15th day of April, 2025.

Section 2. The area proposed for annexation is described as follows:

(See Attachment A - Legal Description and Attachment B - Annexation Exhibit)

Section 3. Notice of said public hearing shall be published once in the News and Observer having general circulation in the Town of Wake Forest, at least ten (10) days prior to the day of said public hearing.

Adopted and effective this the 18th day of March, 2025.

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright

Town Clerk

Eric A. Vernon

Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-386-
Submitted by: Ari Schwartz
Submitting Department: Planning
Meeting Date: March 18, 2025

SUBJECT

Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, for properties located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738-49-9517, 1738-59-3572, and 1738-59-2719 being approximately 3.875 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- [031825 Agenda Summary.pdf](#)
- [Attachment A Legal Description AN-25-02.pdf](#)
- [Attachment B Annexation Map AN-25-02.pdf](#)
- [Attachment C Annexation Petition AN-25-02.pdf](#)
- [CERTIFICATE OF SUFFICIENCY .docx](#)
- [DRAFT PUBLIC HEARING RESOLUTION.docx](#)

Agenda Item: Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and 1738592719 being approximately 3.875 acres.

Summary: The property proposed for annexation is contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with SP-24-33, Johnson Hyundai Automotive Dealership.

Staff is requesting that the Board accept the petition, adopt the resolution to investigate the annexation petition, certify the sufficiency of the annexation petition, and adopt the resolution setting the public hearing date for the annexation petition.

Attachments: Attachment A Legal Description AN-25-02
Attachment B Annexation Map AN-25-02
Attachment C Contiguous Annexation Petition AN-25-02
Certificate of Sufficiency
Draft Public Hearing Resolution

Date: February 27, 2025

**Legal Description of a
3.875 Acre Area
To Be Annexed
Property of 2517 BMC, LLC & NAUGHT 1 LLC
Pins: 1738-59-2719, 1738-49-9517 & 1738-59-3572
Wake Forest, NC**

Subject property being located in the located in Wake County, North Carolina:

Parcels 1 & 2 (Naught 1 LLC):

BEGINNING at an iron pipe set, said iron pipe being along the northerly right-of-way of Burlington Mills Road;
Thence leaving northerly right-of-way of Burlington Mills Road, N 03° 32' 50" E 218.50' to an iron pipe set;
Thence N 86° 32' 07" W 200.49' to an iron pipe set;
Thence N 03° 31' 33" E 359.20' to an iron pipe found;
Thence S 56° 33' 27" E 363.90' to an iron pipe set;
Thence S 21° 58' 28" E 196.70' to an iron pipe set;
Thence S 21° 53' 59" E 241.80' to an iron pipe set, said iron pipe being along the northerly right-of-way of Burlington Mills Road;
Thence with the northerly right-of-way of Burlington Mills Road, N 86° 29' 21" W 303.49' to an iron pipe set, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 147,094 square feet or 3.377 acres more or less.

Parcel 3 (2517 BMC LLC):

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Burlington Mills Road, thence with the northerly right-of-way Burlington Mills Road N 86° 32' 38" W 99.93' to an iron pipe found;
Thence leaving the northerly right-of-way of Burlington Mills Road, N 03° 31' 33" E 218.00' to an iron pipe set;
Thence S 86° 28' 27" E 99.34' to an iron pipe set;
Thence S 03° 22' 14" W 217.88' to an iron pipe found, said iron pipe being along the northerly right-of-way of Burlington Mills Road and also being THE POINT AND PLACE OF BEGINNING and containing 21,714 square feet or 0.498 acres more or less.

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

NOTES:

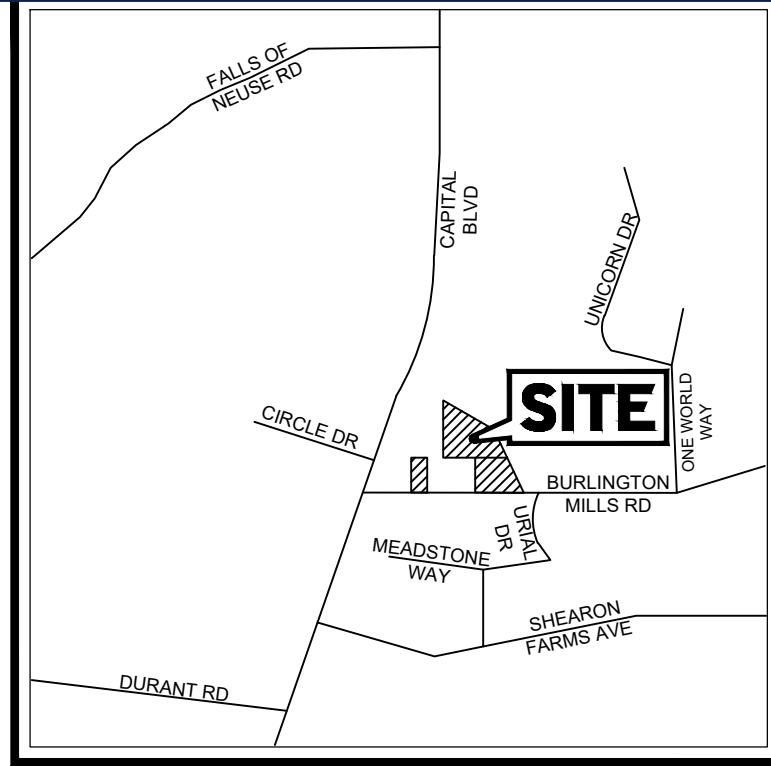
- THE FIRM HAS NEITHER REVIEWED, NOR RELIED UPON A TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS A GUARANTEE OF MARKETABLE TITLE OR FOR DISCLOSURE OF TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCUMBER THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT / TITLE INSURANCE COMPANY FOR REVIEW AND CONFIRMATION OF, AND INSURANCE REGARDING MARKETABLE TITLE.
- AREAS COMPUTED BY COORDINATE METHOD.
- PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
- NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
- BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
- THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAPS 3720173800K AND 3720173900K, PANEL'S 1738 AND 1739 EFFECTIVE DATE JULY 19, 2022.

ANNEXATION MAP: AN-25-02, 10030 CAPITAL BLVD ANNEXATION
3.875 AC
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE #
ADOPTED:
EFFECTIVE DATE OF ANNEXATION:

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

_____, 20____

EVELYN WRIGHT



SITE LOCATION MAP
SCALE: N.T.S.

REFERENCES:

DB 19215, PG 251
DB 19215, PG 259
DB 18630, PG 1789
DB 14472, PG 218
DB 15069, PG 608
DB 18959, PG 1903
DB 17682, PG 169
BM 1985, PG 153
BM 2006, PG 261

SURVEYOR CERTIFICATION

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

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

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

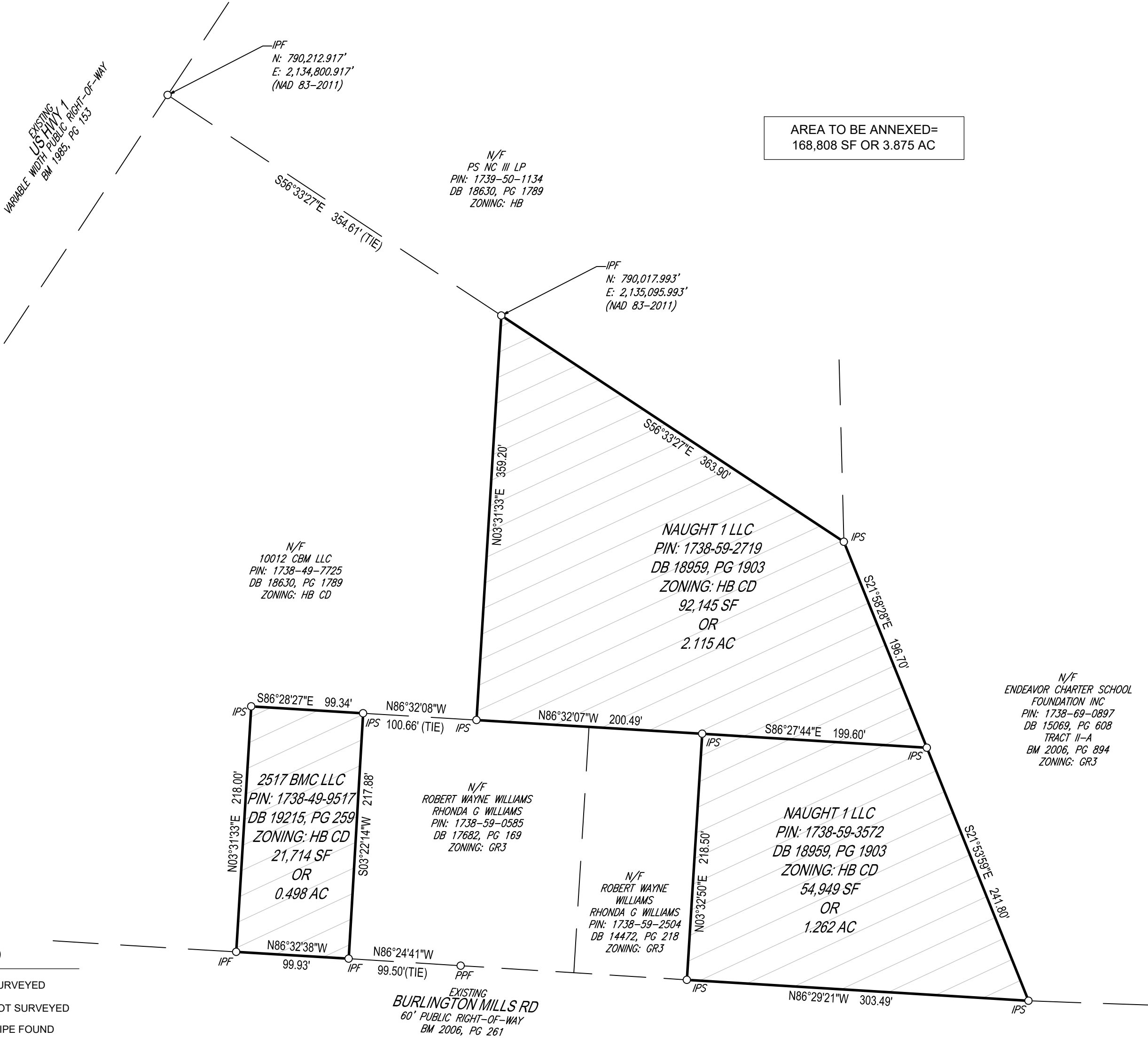
- CLASS OF SURVEY: "CLASS A"
- POSITIONAL ACCURACY: 0.04'
- TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
- DATES OF SURVEY: 03/06/2023
- DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
- PUBLISHED/FIXED-CONTROL USE: NCVRS
- GEOID MODEL: 2018 (CONUS)
- COMBINED GRID FACTOR(S): 0.99993176
- UNITS: US SURVEY FEET

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 27TH DAY OF FEBRUARY A.D., 2025.

**PRELIMINARY - NOT FOR RECORDATION,
SALES OR CONVEYANCES**

SURVEYOR NC L-3920



LEGEND

- LINE SURVEYED
- LINE NOT SURVEYED
- IPF IRON PIPE FOUND
- PPF PINCHED PIPE FOUND
- IPS IRON PIPE SET
- AREA TO BE ANNEXED

REVISIONS

REV	DATE	COMMENT	DRAWN BY CHECKED BY

PROJECT No.: NCB220294.00
DRAWN BY: DET
CHECKED BY: JT / TET
DATE: 02/27/2025
CAD I.D.: S-ANNX-PLAT
FIELD DATE: 03/06/2023
CREW CHIEF: RJ
APPROVED: TET

PROJECT:
**ANNEXATION MAP
FOR THE TOWN OF
WAKE FOREST**

PROPERTY OF

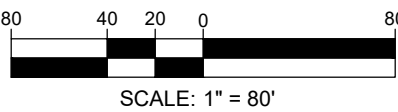
**2517 BMC, LLC &
NAUGHT 1, LLC**

REZONING CASE RZ-23-12
2517, 2605 & 2601 BURLINGTON MILLS RD
PINS 1738-49-9517, 1738-59-3572 & 1738-59-2719
DB 6577, PG 703
TOWN OF WAKE FOREST,
WAKE FOREST TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

4130 PARKLAKE AVENUE, SUITE 200

RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com



**PRELIMINARY -
NOT FOR RECORDATION, SALES OR
CONVEYANCES**

SHEET NUMBER:

1
OF 1

ORG. DATE - 02/27/2025



TOWN of WAKE FOREST

Planning Department
Wake Forest Town Hall – 3rd Floor
301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9510
f 919.435.9539
www.wakeforestnc.gov

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: January 16, 2025

To the Board of Commissioners of the Town of Wake Forest:

I/we the undersigned owner(s) of real property respectfully request that the area described in the paragraph below and as shown in the attached survey map of the property be annexed into the Town of Wake Forest.

The area to be annexed is contiguous to the Town of Wake Forest corporate limits and the boundaries of such territory are as follows *(attach or insert below a metes & bounds description with a matching survey map)*:

See Attached Metes & Bounds description and survey map

Note: If ownership is a corporation or partnership, please provide such name and the name and signature of the person authorized to sign on behalf of the corporation or partnership. If in joint ownership, please provide names and signatures of ALL owners.

2517 BMC LLC	5839 Capital Blvd	2517 BMC LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
Name	Address	Signature	Date
Naught 1 LLC	5839 Capital Blvd	Naught 1 LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
Name	Address	Signature	Date
_____ Name	_____ Address	_____ Signature	_____ Date
_____ Name	_____ Address	_____ Signature	_____ Date

For additional information or assistance, please call the Planning Department at (919) 435-9510.

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Wake Forest, North Carolina:

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

In witness whereof, I have hereto set my hand and affixed the seal of the Town of Wake Forest, this the 18th day of March, 2025.

Town Clerk

(SEAL)

RESOLUTION 2025-

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO N.C.G.S. 160A-31, AS AMENDED
(by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and
2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and
1738592719 being approximately 3.875 acres.)

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

WHEREAS, the Board of Commissioners has by said resolution directed the Town Clerk to investigate the sufficiency of said petition; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest:

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held at the Wake Forest Town Hall at 6:00 p.m. on the 15th day of April, 2025.

Section 2. The area proposed for annexation is described as follows:

(See Attachment A - Legal Descriptions and Attachment B - Annexation Exhibit)

Section 3. Notice of said public hearing shall be published once in the News and Observer having general circulation in the Town of Wake Forest, at least ten (10) days prior to the day of said public hearing.

Adopted and effective this the 18th day of March, 2025.

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright

Town Clerk

Eric A. Vernon

Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-390-

Submitted by: Steven Meyer

Submitting Department: Engineering

Meeting Date: March 18, 2025

SUBJECT

Approval of Resolution Authorizing Change Request to Joint Development Agreement with AGG Development for the South Franklin Street Widening Project

Recommendation:

Approval

Item Summary:

ATTACHMENTS

- [S Franklin St Change Order_Summary.pdf](#)
- [JointDevelopmentAgreement_SouthFranklinSt.RoadImprovementsRecorded.pdf](#)
- [LTR - TOWF - CR #1 - 03-07-25.pdf](#)
- [Change Request No. 1 - 03-07-25.pdf](#)
- [Resolution2025-XX_S.FranklinStChangeRequest.docx](#)

Agenda Item:

Approval of Resolution Authorizing Change Request to Joint Development Agreement with RP HV Lakeside, LLC (AGG Development) for the South Franklin Street Widening Project

Item Summary:

In October 2023, the Board of Commissioners approved a resolution (Resolution 2023-52) authorizing the Town Manager to execute a joint development agreement with RPHV Lakeside, LLC for the expansion of and improvements to South Franklin Street.

During construction, issues regarding utility relocation, lighting and rock have resulted in price increases exceeding contingency amounts included in the estimate presented in 2023. Per Section 5 of the development agreement states the Project Manager (AGG Development) shall submit change request to Chief Financial Officer in which the Town shall decide that the proposed increase is commercially reasonable and justified. Staff acknowledges the respective change request in the amount of \$343,932.98 is justified, reasonable and necessary for the project completion. Staff recommends approval of change request, however given the material change from the original estimate, we wanted the Board of Commissioners to authorize before moving forward.

Attachments:

- Joint development agreement; Letter/summary of change request; resolution

WAKE COUNTY, NC 41
 TAMMY L. BRUNNER
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 11/17/2023 12:34:44

Mail to: Town Attorney, Wake Forest, 301.5 Brooks St., Wake Forest, NC 27587

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

JOINT DEVELOPMENT AGREEMENT
 (South Franklin St. Road Improvements)

BOOK:019480 PAGE:01038 - 01056

THIS JOINT DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of October 30, 2023 (the "Effective Date") by and between the **Town of Wake Forest**, a North Carolina municipal corporation (the "**Town**") and **RP HV Lakeside, LLC**, a Florida limited liability company (the "**Developer**"). The Town and Developer are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS, pursuant to N.C.G.S. § 160A-309 a city may contract with a developer or property owner for public intersection or roadway improvements that are adjacent or ancillary to a private land development project;

WHEREAS, the Developer is the developer of a development in the Town known as Holding Village (the "**Development**"), and is the owner of certain real property located within the Development;

WHEREAS, in connection with the Development, the Developer is required to design, widen and construct a portion of S. Franklin Street adjacent to the Development, which is presently a 2-lane rural road (the "**Road**"), into a 5-lane section of the Road limited to the Development's frontage of the Road;

WHEREAS, the Developer is responsible for the design, widening and construction of the portion of the Road west of the center line and fronting the Development only (the "**Developer Improvements**");

WHEREAS, the Town is responsible for the design, widening and construction of the portion of the Road east of the center line on the opposite side of the Development only and terminating at the existing curb-cut entry to Wake County PIN 1840514169 on the Road, consistent with the Town Comprehensive Transportation Plan (the "**Town Improvements**");

WHEREAS, the Town Improvements and the Developer Improvements (collectively, the "**Improvements**") collectively shall create a full 5-lane section of the Road extending to the existing curb-cut entry to Wake County PIN 1840514169 on the Road;

WHEREAS, the Parties have agreed to jointly design, construct and fund the Improvements in accordance with the terms of this Agreement;

WHEREAS, the construction plans for the Improvements are more precisely delineated on the constructions drawings entitled "Town of Wake Forest South Franklin Street Improvements Wake Forest Project Number: SP-22-09" prepared by The John R. McAdams Company, Inc. (the "**Project Engineer**"), the cover sheet of which is attached hereto as Exhibit A and incorporated herein by reference (the "**Construction Plans**");

WHEREAS, to allow for a more defined scope and allocation of the Improvements the Developer has engaged and funded certain contractors that have commenced with the design, engineering, and permitting of the Improvements (the "**Engineering and Permitting**"), which Engineering and Permitting costs will be allocated and reimbursed by the Parties as set forth in this Agreement; and

WHEREAS, N.C.G.S. § 160A-20.1 enables the Town to contract with and appropriate money to

any person, association, or corporation, in order to carry out any public purpose that the Town is authorized to engage in.

THE AGREEMENT

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Town and Developer agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference.

2. **Construction of Improvements.**

a. **Construction.** The Developer shall cause for the hiring of the Project Manager (as defined herein) to complete or cause to be completed the Engineering and Permitting and the construction of the Improvements. These efforts shall be carried out in a good and workmanlike manner, in accordance with the terms of the Town's Unified Development Ordinance adopted July 16, 2013 (as amended, the "**UDO**"); the Town's Approved Construction Process; the Town's Manual of Specifications, Standards and Design; and the Construction Plans approved by the Town for the construction of the Improvements (collectively, the "**Approved Construction Process**").

b. **Project Manager.** The Developer shall engage Reader & Partners, LLC (the "**Project Manager**") to manage and oversee the construction and installation of the Improvements, and to otherwise carry out any or all of the Developer's obligations set forth herein. The Developer and the Project Manager are sometimes referred to herein collectively as the "**Developer Parties**". The Town shall pay the Project Manager a Management Fee as detailed on the Cost Estimate (defined herein).

c. **Engineer's Certificate.** Following Substantial Completion (as defined hereafter) of the Improvements, the Project Manager shall cause the Project Engineer to complete and issue a final engineering certification for the Improvements (the "**Engineer's Certificate**"). The Engineer's Certificate shall be certified to the Town and any other parties the Town reasonably requests. "**Substantial Completion**" of the Improvements is defined as when all 5 through lanes of the Road may be opened to through traffic.

3. **Town's Acceptance.**

a. **Maintenance and Inspection.** Following the beginning of construction of the Improvements, but prior to Substantial Completion, the Developer shall be responsible for maintenance of the Developer Improvements, and the Town shall be responsible for maintenance of the Town Improvements, all in accordance with the Construction Plans. Subject to Section 4.d., upon Substantial Completion the Town shall be responsible for the maintenance of the Improvements, the Developer's Bond (defined in Section 4.d.) shall be released, and the Town shall be solely responsible for any warranty periods for the Improvements. The Town may inspect the Improvements prior to Substantial Completion. In performing any maintenance to the Improvements prior to Substantial Completion, the Developer Parties shall adhere to the Town's standards, rules and regulations, including without limitation the Town's safety policies and road or lane closure policies. Notwithstanding anything to the contrary contained herein, the Town shall continue to be solely responsible for the payment of streetlight usage fees applicable to the Road, if any.

b. **Final Acceptance.** Following Substantial Completion, the Project Manager shall provide notice to the Town of Substantial Completion and request that the Town promptly perform its final

inspection of the Improvements. Following the Town's final inspection of the Improvements, the Town shall issue to the Project Manager a punch list for any remaining outstanding items required by the Construction Plans, if any (the "**Punch List**"). Once the Project Manager has completed each item set forth on the Punch List, Project Manager shall notify the Town of such completion and thereafter the Town shall promptly inspect the Punch List items. If the Punch List items are completed to the Town's reasonable satisfaction, the Town shall formally notify the Project Manager in writing of such fact, and following the Town's written notification and certification that the Improvements are complete, the Improvements shall be deemed accepted by the Town ("**Final Acceptance**"). Notwithstanding the foregoing, if the Town does not issue a Punch List as set forth in this subsection, Final Acceptance shall be deemed to have occurred. Furthermore, and notwithstanding the foregoing, but subject to Section 3.a. and Section 4.d. herein, Final Acceptance shall be in accordance with Town policy.

4. **Funding.**

a. **Establishing Allocation and Funding of Costs.**

i. **Prior Engineering and Permitting Costs.** The Town confirms that the Developer has funded the Engineering and Permitting costs prior to the effective date of this Agreement. The Town shall reimburse Developer for its respective share of the Engineering and Permitting costs as provided in Section 4.a.iii. herein.

ii. **Future Design and Construction Funding.** The Parties shall fund all future costs and expenses related to the design, engineering and construction of its portions of the Improvements as shown on the Construction Plans (e.g. the Developer Improvements on the portion of the Road west of the center line along the Development frontage, and the Town Improvements on the portion of the Road east of the center line and its extension past the Development to Rodgers Road), pursuant to this Section 4. The estimated costs shown in **Exhibit B-1** attached hereto and incorporated herein by this reference (the "**Costs Estimate**") constitute a commercially reasonable estimate of the entirety of the costs for the design, engineering and construction of the Improvements (the "**Improvements Work Costs**"). Notwithstanding the foregoing or anything herein to the contrary, the Improvements Work Costs shall only include those costs actually and reasonably incurred by the Parties for the design, engineering, project management, and construction of the Improvements, but exclusive of legal fees and administrative costs (including, but not limited to, profit and overhead) of the Parties.

iii. **Prior Design Funding.** The Town acknowledges that the Developer has previously funded certain costs for the Engineering and Permitting (collectively, the "**Prior Design Costs**"). An accounting of the Prior Design Costs is set forth on **Exhibit B-2** attached hereto and incorporated herein by this reference. The Town and Developer further agree that the Town shall reimburse the Developer pursuant to this subsection on the first Draw Request (defined herein) for the Engineering and Permitting based on the following formula:

A. The Town shall be responsible for 56.24% of the Prior Design Costs, based on an allocation to the Town of 3,380 linear feet of the total 6,010 linear feet of the Improvements as shown on the Construction Plans.

B. The Developer shall be responsible for 43.76% of the Prior Design Costs, based on an allocation to the Developer of 2,630 linear feet of the total 6,010 linear feet of the Improvements as shown on the Construction Plans.

b. Funding Procedure. The Project Manager shall plan and carry out the construction of the Improvements pursuant to this Agreement. In connection with the Project Manager's duties hereunder, the Project Manager shall submit monthly Draw Requests (defined below) to the Town at least fourteen (14) business days prior to the date on which the Project Manager requests the Town's payment of the Draw Request in order to fund the portions of the Improvements Work Costs applicable to the Town Improvements. For purposes clarity, the Town's share of the Improvements Work Costs shall be based on the percentage set forth in Section 4.a.iii.A. above, and the Developer's share of the Improvement Work Costs shall be based on the percentage set forth in Section 4.a.iii.B. above. A "**Draw Request**" or "**Draw Requests**" means a written request setting forth the costs incurred or to be incurred by the Project Manager in completing the Improvements that constitute Improvements Work Costs and specifying each line item for which the disbursement is requested, consistent with the line items in the Costs Estimate. Together with the Draw Request, the Project Manager shall submit to the Town: (i) a certificate executed by the Project Manager and the Project Engineer stating the costs of the work to be funded by the applicable Draw Request are Improvements Work Costs that have been paid, or will be immediately paid, upon receipt of the disbursement pursuant to the Draw Request; (ii) an interim (or in the case of final payment, final) lien waiver signed by the applicable contractor(s); and (iii) any other information reasonably requested by the Town. The Town shall review the Draw Request and within fourteen (14) business days following its receipt of the Draw Request in good-faith either approve and pay or disapprove the Draw request in writing to the Project Manager. Following the Town's approval of the Draw Request, the Town shall promptly process the Draw Request's payment to the Project Manager.

c. Procedure for Disputed Draw Requests. If the Developer believes the Town is in default under this Agreement for failing to approve a Draw Request, the Developer and the Town shall make a good faith effort to negotiate and informally resolve the dispute prior to pursuing any available legal remedies. If the Town and the Developer cannot resolve the dispute through negotiation within thirty (30) days of the Town's written disapproval of the Draw Request as provided in Section 4.b., Developer will submit the applicable Draw Request (the "**Developer Draw Request Submission**"), and the Town will submit a written rejection or partial approval of the Draw Request or other mark-up of the Draw Request (the "**Town Draw Request Submission**"), to the Project Engineer. The Project Engineer will then select either the Developer Draw Request Submission or the Town Draw Request Submission as being the most accurate in its professional opinion (the "**Approved Expense Submission**"), which Approved Expense Submission will then be binding on the Parties. Thereafter, the Town shall promptly provide funding for the amount of the Approved Expense Submission. The Project Engineer's costs and fees incurred in connection with this Section shall be paid by the Parties in equal shares.

d. Bonding and Performance Guarantees. The Developer has currently posted Completion Bond No. 800132213 in the amount of \$1,513,110.00 for the Developer Improvements, with the Town named as beneficiary (the "**Developer's Bond**"). The Developer's Bond shall continue to serve as the Developer's security for the Developer Improvements. Upon incremental completion of the Developer Improvements in Developer's discretion, and upon notice to the Town, the Developer may apply to partially reduce Developer's Bond to cover only 110% of the remaining work for the Developer Improvements at a given time, which remaining work and the amount thereof shall be certified in writing to the Town by the Project Engineer. The Developer's Bond shall be released in full upon Substantial Completion of the Developer Improvements. The Project Manager's contractors performing the work for the Improvements shall pay for and post performance and payment bonds for the Town Improvements only and naming the Town as beneficiary. The Developer's Bond is the only bond required from the Developer Parties in connection with the Improvements, and the Developer Parties shall not be required to post any additional bonds with respect to the Improvements.

5. Changes to the Costs Estimate. If, at any point during the design, engineering and construction of the Improvements, there is a material increase in the Costs Estimate as it relates to the Town

Improvements, then the Project Manager shall promptly submit to the Town's Chief Financial Officer (or another party identified by the Town) a written request to amend the Costs Estimate (a "**Change Request**"). A Change Request shall include sufficient detail (i.e., quotes, invoices, receipts, and/or such other documentation as may reasonably be requested by the Town) to allow the Town to determine whether the proposed increase in the Costs Estimate is commercially reasonable and justified. The Town shall make a final determination, in writing, regarding the reasonableness of a Change Request within fifteen (15) days' receipt of such initial request (a "**Change Request Response**"). Failure to submit a Change Request as required herein shall constitute an acknowledgement by the Project Manager that such cost increase is commercially unreasonable and unjustified; in which case, the amount of such cost increase shall not constitute a portion of the Improvements Work Costs. For the purposes of this Section, a cost increase shall be considered material when it results in either an increase to the Town Improvements of over Five Thousand Dollars (\$5,000) after contingency is deployed as set forth on **Exhibit B-1**. Notwithstanding anything herein to the contrary, the terms and amount of the Improvements Work Costs, as set forth herein, may only be changed by the prior written consent of the Town's Chief Financial Officer.

6. **Bidding.** This Agreement is not subject to Article 8 of Chapter 143 of the North Carolina General Statutes, except that the Project Manager shall solicit bids in accordance with Article 8 of Chapter 143 of the General Statutes when awarding contracts for the Town Improvements that would have required competitive bidding if the contract had been awarded by the Town.

7. **Default.** Subject to Sections 4.b. and 4.c. herein, if either Party defaults and fails to cure said default within thirty (30) days (or if such default cannot be cured within thirty (30) days using commercially reasonable diligence, then a commercially reasonable period of time) after receipt of written notice of such default from the non-defaulting Party, the non-defaulting Party may pursue any remedy available to it at law or in equity. The failure of either Party to enforce any provision of this Agreement will not be deemed a waiver or consent to a subsequent default or breach by the other Party.

8. **Notices.** All notices and other communications required or permitted by this Agreement shall be in writing and shall be given by either personal delivery, certified United States mail, return receipt requested, or overnight delivery by a nationally reputable overnight delivery service (e.g., UPS, FedEx) addressed as follows:

To the Town:

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
Attn: Town Manager

with copy to:

Town of Wake Forest

301 S. Brooks Street
Wake Forest, NC 27587
Attn: Town Attorney

To the Developer:

RP HV Lakeside, LLC
5850 T.G. Lee Blvd., Suite 200
Orlando, FL 32822
Attn: Dean Barberree

with copy to:

To Project Manager:

Reader & Partners, LLC
8480 Honeycutt Road, Suite 200
Raleigh, NC 27651
Attn: Scott Lay

and with additional copy to:

Maynard Nexsen PC
 4141 Parklake Ave., Suite 200
 Raleigh, NC 27612
 Attn: Keith Burns and Alex Serkes

A change of address or person to receive notice may be made by either Party by notice given to the other Party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first. If the notice or other communication is sent by overnight delivery, it shall be deemed given upon documented delivery to the overnight delivery service.

9. **Indemnification.** To the maximum extent allowed by law, the Project Manager shall indemnify and save harmless the Town, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement proximately caused by the negligent acts or omissions of the Project Manager, their agents, officers, or employees or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence or intentional misconduct of the Town, its agents, officers, or employees. As used in this subsection, "charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this Agreement. This Section is in addition to and shall be construed separately from any other indemnification provisions or remedies that may be in this Agreement. This Section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of any supplemental agreement entered into under this Agreement.

10. **Choice of Law and Forum.** This Agreement shall be deemed made in Wake County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

11. **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

13. **Severability.** If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

14. **Assignment, Successors and Assigns.** Without the Town's written consent, the Developer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the Town otherwise agrees in writing, the Developer and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Developer's duties

that arise out of this Agreement and all of the Town's claims that arise out of this Agreement. Without granting the Developer the right to assign, it is agreed that the duties of the Developer that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

15. **Compliance with Law.** In performing all of its obligations hereunder, the Developer shall comply with all applicable law.

16. **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DEVELOPERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

17. **EEO Provisions.** During the performance of this Agreement the Developer agrees as follows:

a. The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Developer shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Developer shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

b. The Developer in all solicitations or advertisements for employees placed by or on behalf of the Developer, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

18. **No Third Party Right Created.** This Agreement is intended for the benefit of the Town and the Developer and not any other person.

19. **Principles of Interpretation.** In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

20. **Modifications, Entire Agreement.** A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

21. **E-Verify.** Developer shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Developer utilizes a subcontractor, Developer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

22. **Iran Divestment Act.** Developer certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to

N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Agreement, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

23. **Divestment from Companies that Boycott Israel.** Developer represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

24. **Quality and Workmanship.** All work performed and/or services rendered shall be performed to the satisfaction of the Town. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

25. **Title VI.** During the performance of this Agreement, the Developer, for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations.** The Developer shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "**Regulations**"), which are herein incorporated by reference and made a part of this Agreement.

b. **Nondiscrimination.** The Developer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Developer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Developer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Developer of the Developer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. **Information and Reports.** The Developer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Developer is in the exclusive possession of another who fails or refuses to furnish this information the Developer shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance.** In the event of the Developer's noncompliance with the nondiscrimination provisions of this Agreement, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Developer under the Agreement until the Developer complies, and/or
- b. cancellation, termination, or suspension of the Agreement, in whole or in

part.

f. **Incorporation of Provisions.** The Developer shall include the provisions of subparagraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Developer shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Developer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Developer may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the Developer may request the United States to enter into such litigation to protect the interests of the United States.

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

27. **Non-appropriation clause.** Developer acknowledges that the Town is a governmental entity, and the Agreement validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the Town thirty (30) days after written notice to Developer of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the Town upon written notice to Developer of such limitation or change in the Town's legal authority.

28. **No pledge of taxing authority.** The taxing power of the Town is not pledged directly or indirectly to secure any monies due under this Agreement.

29. **No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town makes no other waiver of governmental immunity. If any provision of the Agreement or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town.

30. **Conflict of Interest.** If this is an Agreement for design, engineering, contract administration or similar services, the Developer will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town and the third parties regarding the subject matter of this Agreement.

31. **Public Record.** This Agreement is subject to disclosure under the public records laws of the State of North Carolina.

32. **Miscellaneous Provision.** In the event of any inconsistency, conflict, or ambiguity between these miscellaneous terms and conditions and other associated contract documents, the parties agree that the terms and conditions of this Agreement shall prevail.

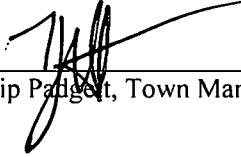
[SIGNATURE PAGE FOLLOWS. REMAINDER OF PAGE INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

THE TOWN:

TOWN OF WAKE FOREST,
a North Carolina municipal corporation

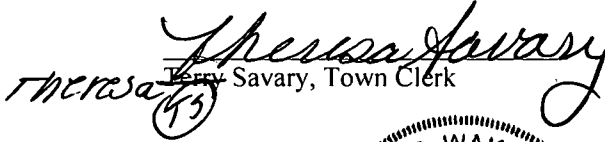
By: 
Kip Padgett, Town Manager

THE DEVELOPER:

RP HV LAKESIDE, LLC
a Florida limited liability company

By: Reader & Partners, LLC, its Manager

By: 
Name: Dean Barberree
Title: President


Theresa Savary, Town Clerk



**ACKNOWLEDGED AND AGREED
TO BY THE PROJECT MANAGER:**

READER & PARTNERS, LLC
a Florida limited liability company

By: 
Name: Dean Barberree
Title: President

PREAUDIT CERTIFICATION

This instrument has been pre-audited in a manner required by applicable law.


Aileen Staples, Chief Financial Officer

EXHIBIT A

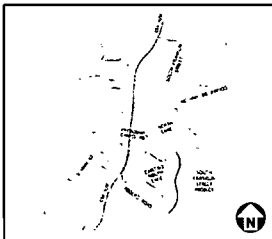
The Construction Plans

See attached.

TOWN OF WAKE FOREST SOUTH FRANKLIN STREET IMPROVEMENTS

0 SOUTH FRANKLIN STREET
WAKE FOREST, NORTH CAROLINA

CONSTRUCTION DRAWINGS
PROJECT NUMBER: RAP-19000
WAKE FOREST PROJECT NUMBER: SP-22-08
DATE: MARCH 24, 2023



VICINITY MAP
N.T.S.



Know what's below.
Call before you dig.

NO SURFACE UTILITY SURVEY (SUS) HAS BEEN PERFORMED FOR THE PREPARATION OF THESE PLANS. ADDITIONAL UNRECORDED UTILITIES MAY BE IN THE AREA. CONTRACTOR SHALL NOTIFY "811" (811) OR (1-800-4-A-DIG) PRIOR TO ANY EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR TO CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

SHEET INDEX

C0.10	TYPICAL SECTIONS	S'A 15-00+10U STA 16-00
C1.00	EXISTING CONDITIONS	S'A 26-00+10U STA 26-00
C1.01	EXISTING CONDITIONS	S'A 15-00+10U STA 26-00
C2.00	ROAD WIDENING PLAN	S'A 26-00+10U STA 46-00
C2.01	ROAD WIDENING PLAN	S'A 10-00+10U STA 26-00
C2.10	PAVEMENT MARKING PLAN	S'A 26-00+10U STA 46-00
C2.11	PAVEMENT MARKING PLAN	S'A 10-00+10U STA 26-00
C3.00	GRADING AND STORM DRAINAGE PLAN	S'A 26-00+10U STA 46-00
C3.01	GRADING AND STORM DRAINAGE PLAN	S'A 10-00+10U STA 26-00
C4.00	DEMOLITION AND UTILITY CONFLICT PLAN	S'A 26-00+10U STA 46-00
C4.01	DEMOLITION AND UTILITY CONFLICT PLAN	S'A 10-00+10U STA 26-00
C7.00	CROSS SECTIONS	S'A 14-00+10U STA 15-00
C7.01	CROSS SECTIONS	S'A 15-00+10U STA 16-00
C7.02	CROSS SECTIONS	S'A 16-00+10U STA 17-00
C7.03	CROSS SECTIONS	S'A 18-00+10U STA 19-00
C7.04	CROSS SECTIONS	S'A 20-00+10U STA 21-00
C7.05	CROSS SECTIONS	S'A 22-00+10U STA 23-00
C7.06	CROSS SECTIONS	S'A 24-00+10U STA 25-00
C7.07	CROSS SECTIONS	S'A 26-00+10U STA 28-00
C7.08	CROSS SECTIONS	S'A 27-00+10U STA 28-00
C7.09	CROSS SECTIONS	S'A 28-00+10U STA 29-00
C7.10	CROSS SECTIONS	S'A 30-00+10U STA 30-00
C7.11	CROSS SECTIONS	S'A 31-00
C7.12	CROSS SECTIONS	S'A 31-00
C7.13	CROSS SECTIONS	S'A 32-00
C7.14	CROSS SECTIONS	S'A 32-00
C7.15	CROSS SECTIONS	S'A 32-00
C7.16	CROSS SECTIONS	S'A 33-00+10U STA 33-00
C7.17	CROSS SECTIONS	S'A 34-00+10U STA 35-00
C7.18	CROSS SECTIONS	S'A 35-00+10U STA 37-00
C7.19	CROSS SECTIONS	S'A 37-00+10U STA 39-00
C7.20	CROSS SECTIONS	S'A 39-00+10U STA 40-00
C7.21	CROSS SECTIONS	S'A 41-00+10U STA 41-00
C7.22	CROSS SECTIONS	S'A 43-00+10U STA 44-00
C8.00	SITE DETAILS	
C8.01	SITE DETAILS	
C8.02	PAVEMENT MARKING DETAILS	
C8.03	STORM DRAINAGE DETAILS	
C8.04	STORM DRAINAGE DETAILS	
C8.05	EROSION CONTROL DETAILS	
C8.06	SEEDING SCHEDULE	
L5.00	CODE LANDSCAPE PLAN	
L5.01	CODE LANDSCAPE PLAN	
L5.10	LANDSCAPE DETAILS	
C10.00	TRANSPORTATION OPERATIONS PLAN: (MANAGEMENT STRATEGIES, GENERAL NOTES AND INDEX OF SHEETS)	
C10.01	TRAFFIC CONTROL PHASING & SECTIONS	S'A 10-00+10U STA 26-00
C10.10	TRAFFIC CONTROL PLAN PHASE 1	S'A 26-00+10U STA 46-00
C10.11	TRAFFIC CONTROL PLAN PHASE 1	S'A 10-00+10U STA 26-00
C10.20	TRAFFIC CONTROL PLAN PHASE 2	S'A 26-00+10U STA 46-00
C10.21	TRAFFIC CONTROL PLAN PHASE 2	S'A 10-00+10U STA 26-00
C10.30	TRAFFIC CONTROL PLAN PHASE 3	S'A 26-00+10U STA 46-00
C10.31	TRAFFIC CONTROL PLAN PHASE 3	S'A 10-00+10U STA 26-00

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF WAKE FOREST CITY OF RALEIGH AND NCDDOT (WHERE APPLICABLE) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.

These plans have been prepared and issued by the Town of Wake Forest, North Carolina, and shall be used for the purpose intended. No other use is permitted without the express written consent of the Town of Wake Forest.

These plans have been prepared and issued by the Town of Wake Forest, North Carolina, and shall be used for the purpose intended. No other use is permitted without the express written consent of the Town of Wake Forest.

FINAL OR REVISION: RELEASED FOR CONSTRUCTION



McADAMS

THE BAY & BAY ENGINEERING, INC.
2701 MARYLAND DRIVE
DURHAM, NC 27713
PHONE: 919.281.1000
FAX: 919.281.1000
WWW.PCMC.COM

CONTACT

PROJECT ENGINEER
JIMMY V. FINCH
PHONE: 919.281.1000

CLIENT

TOWN OF WAKE FOREST
3215 WOODS STREET
WAKE FOREST, NC 27708-1000
FAX: 919.281.1000
PHONE: 919.281.1000

PROJECT DIRECTORY



REVISIONS

NO.	DATE	DESCRIPTION
1	03/24/23	ISSUED FOR CONSTRUCTION

CONSTRUCTION
DRAWINGS FOR:
TOWN OF WAKE FOREST SOUTH FRANKLIN STREET IMPROVEMENTS
0 SOUTH FRANKLIN STREET
WAKE FOREST, NORTH CAROLINA
PROJECT NUMBER: RAP-19000

EXHIBIT B-1

The Costs Estimate

See attached.

EXHIBIT B-1 - THE COST ESTIMATE (ACTUAL COST TO BE DETERMINED AT BIDDING)

S. FRANKLIN STREET
ROADWORK
9/14/2023

ROW LENGTH	
RP HV LS	TOWF
2630 LF	3380 LF
43.76%	56.24%

INITIAL BUDGET				
ITEM	TOTAL	RP HV LAKESIDE	TOWN OF WF	NOTES
SITWORK CONTRACTOR				
General Conditions	\$ 225,000	\$ 98,460	\$ 126,540	
Clearing & Grubbing	\$ 93,000	\$ 40,697	\$ 52,303	
Erosion Control	\$ 119,209	\$ 52,166	\$ 67,043	
Grading & Earthwork	\$ 651,228	\$ 284,977	\$ 366,250	
Storm Drainage	\$ 615,665	\$ 269,415	\$ 346,250	
Roadwork	\$ 1,328,858	\$ 581,508	\$ 747,349	
Road Signs	\$ 20,000	\$ 8,752	\$ 11,248	
Flatwork	\$ 323,120	\$ 141,397	\$ 181,723	
Traffic Control	\$ 450,000	\$ 196,920	\$ 253,080	
Change Orders	\$ -	\$ -	\$ -	
Sitework Contractor Total	\$ 3,826,079	\$ 1,674,292	\$ 2,151,787	
OTHER SCOPE & ALLOWANCES				
Rock & Unsuitable Allowance	\$ 20,000	\$ 8,752	\$ 11,248	Allowance
Landscaping	\$ 80,000	\$ 35,008	\$ 44,992	Allowance
OTHER SCOPE TOTAL	\$ 100,000	\$ 43,760	\$ 56,240	
PROFESSIONAL SERVICES				
McAdams Construction Services	\$ 62,150	\$ 27,197	\$ 34,953	
CMT	\$ 10,000	\$ 4,376	\$ 5,624	Allowance
NPDES Monitoring	\$ 10,000	\$ 4,376	\$ 5,624	Allowance
Bond Fees	\$ -	\$ -	\$ 50,000	Allowance
Professional Services Total	\$ 82,150	\$ 35,949	\$ 96,201	
SUBTOTAL (1)	\$ 4,008,229	\$ 1,754,001	\$ 2,304,228	

(1) Total cost share based on right of way frontage.

HERITAGE	TOTAL	RP HV LAKESIDE	TOWN OF WF	NOTES
Heritage Retaining Walls	\$ 371,621	\$ -	\$ 371,621	
Heritage Retaining Wall Fence	\$ 20,000	\$ -	\$ 20,000	400 Linear Feet
Heritage Retaining Wall Landscape	\$ 50,000	\$ -	\$ 50,000	Allowance
	\$ -	\$ -	\$ -	
Professional Services Total	\$ 441,621	\$ -	\$ 441,621	
SUBTOTAL	\$ 4,449,850	\$ 1,754,001	\$ 2,745,849	

CONTINGENCY (10%)	\$ 444,985	\$ 175,400	\$ 274,585	
SITWORK - SUBTOTAL	\$ 4,894,835	\$ 1,929,401	\$ 3,020,434	

CONSTRUCTION MANAGEMENT (10%)	\$ 489,484	\$ 192,940	\$ 302,043	
SITWORK - TOTAL (2)	\$ 5,384,319	\$ 2,122,341	\$ 3,322,477	

(2) Bid bond and public bidding process only required for the Town of Wake Forest portion of the improvements.

DESIGN	TOTAL	RP HV LAKESIDE	TOWN OF WF	NOTES
McAdams - Town Reimbursement	\$ -	\$ (172,332)	\$ 172,332	Actual Cost Incurred
McAdams - Town Expense	\$ 30,000	\$ -	\$ 30,000	Allowance to Finish with Heritage Residents
ADJUSTED SITWORK - TOTAL	\$ 5,414,319	\$ 1,950,009	\$ 3,524,809	

EXHIBIT B-2

The Prior Design Costs

See attached.

EXHIBIT B-2



McADAMS

** Town (Heritage) - \$45,606.25
 * Town (Cost Share - 56.24%) - \$172,332.20
 Town Total = \$172,332.20
 * Developer (Cost Share - 43.76%) - \$98,604.68

Scott Lay (2)
 Reader & Partners, LLC
 5850 T.G. Lee Blvd
 Suite 200
 Orlando, FL 32822

August 14, 2023

Project No: 00RAP19000.01

Invoice No: 142241

Invoice Total \$4,673.75

Project Manager Jeremy Finch

Project 00RAP19000.01 Holding Village - SF

email: marlene@readercommunities.com ; scott@readercommunities.com

Professional Services from July 01, 2023 to July 31, 2023

Phase 001 Professional Services
 Fee

Description	Fee	Percent Comp.	Total Billed	Prior Billed	Current Fee Billing
B2.41 S. Franklin St Topographic Survey	0.00	0.00	30,432.50 *	30,432.50	0.00
J3.40 S. Franklin St Design	0.00	0.00	138,693.75 *	136,463.75	2,230.00
B2.30 SUE	0.00	0.00	25,051.25 *	25,051.25	0.00
J3.41 Heritage Exhibits + Coordination	0.00	0.00	39,282.50 **	36,948.75	2,333.75
J4.10 NCDOT Culvert Analysis	0.00	0.00	8,638.75 *	8,638.75	0.00
J2.10 Add'l Heritage Lots Backyard Surve	0.00	0.00	8,657.50 **	8,657.50	0.00
D14.10 Traffic Control Plan Sheet & NCDO	8,500.00	100.00	8,500.00 *	8,500.00	0.00
L4.40 Stream/Wetland/Buffer Delineation & Impact Permitting	0.00	0.00	14,014.38 *	14,014.38	0.00
Total Fee	8,500.00		273,270.63	268,706.88	4,563.75

Total Fee

4,563.75

Total this Phase

\$4,563.75

Phase 999 Reimbursables

Reimbursable Expenses

Submittal Fees

6/2/2023	Finch, Jeremy	Town Of Wake Forest Cust	110.00	
			110.00	110.00

Total Reimbursables

Total this Phase

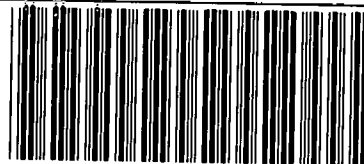
\$110.00

Thank you for your business!

Project	00RAP19000.01	Holding Village - SF	Invoice	142241
Total this Invoice				<u>\$4,673.75</u>

Outstanding Invoices		
Number	Date	Balance
140964	7/14/2023	1,522.50
Total		1,522.50

	Current	Prior	Total
Billings to Date	4,673.75	268,706.88	273,380.63



BOOK:019480 PAGE:01038 - 01056



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Tammy L. Brunner
Register of Deeds

Wake County Justice Center
 300 South Salisbury Street, Suite 1700
 Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

18 # of Pages



AGG DEVELOPMENT LLC
1404 Margrave Drive
Wake Forest, NC 27587

SCOTT LAY
No: 919-706-9397
Email: scott@aggdevelopment.net

March 7, 2025

VIA EMAIL TO: Meyer, Steven <smeyer@wakeforestnc.gov>

Town of Wake Forest
Attn: Town Manager
301 Brooks Street
Wake Forest, NC 27587
(919) 435-9400

Re: **JOINT DEVELOPMENT AGREEMENT – SOUTH FRANKLIN STREET ADOPTED BY THE BOARD
10/30/23 AND RECORDED 1/17/23**

In accordance with Paragraph 5 of the Joint Development Agreement 'Changes to the Costs Estimate', please accept this written request to increase the Cost Estimate per the attached / enclosed.

We have been working hard to identify these costs and to not cause any construction delay, we request approval at your earliest convenience.

If approved, I do not anticipate any significant delay to the overall project schedule with us still finishing by the summer of 2025.

If after reviewing you have any questions, please do not hesitate to contact me.

AGG Development

A handwritten signature in blue ink, appearing to read 'Scott Lay', with a long horizontal flourish extending to the right.

Scott Lay

**TOWN OF WAKE FOREST
JOINT DEVELOPMENT AGREEMENT
SOUTH FRANKLIN STREET ROAD IMPROVEMENTS
ADOPTED BY THE BOARD 10/30/23 AND RECORDED 1/17/24
CHANGE REQUEST NO. 1 - 03-07-25**

Project Total - Original	\$ 3,524,808.00	From Exhibit B-1
Contingency - Original	\$ 274,585.00	Original contingency per agreement
Contingency - Increase (bid savings)	\$ 237,990.05	Amount of bids under budget added to contingency
Contingency - Total	\$ 512,575.05	
Town Additional Expense #1	\$ (7,251.56)	Approved - WEMC for Street Light Demo
Town Additional FSC Expense CO #1	\$ (7,794.88)	Approved - Rock & Undercut (Town - Share)
Deployed Contingency	\$ (15,046.44)	
Contingency - Balance	\$ 497,528.61	
Additional Expenses		
Town Additional Expense #2	\$ (277,777.16)	Proposal - WEMC 3 Phase Power Relocation (Town's existing facilities)
Town Additional Expense #3	\$ (68,744.55)	Proposal - Ting Fiber Relocation (Town's existing facilities)
Town Additional Expense #4	\$ (11,325.33)	Proposal - Charter Fiber Relocation (Town's existing facilities)
Town Additional Expense #5	\$ (11,382.90)	Proposal - Brightspeed (Town's existing facilities)
Town Additional Expense #6	\$ (40,000.00)	Estimated - CMT Additional Budget (Town - Share)
Additional Expense Total	\$ (409,229.94)	
Additional FSC Expenses		
Town Additional FSC Expense - CO #2	\$ (90,969.19)	Proposal - Storm Revisions (Town - Share by location)
Town Additional FSC Expense - CO #3	\$ (109,995.83)	Approved - Shoring design/installation for Retaining Wall #1 (Town)
Additional FSC Expense Total	\$ (200,965.02)	
Under / (Over) Budget	\$ (112,666.35)	
Additional Reserve Contingency	\$ (200,000.00)	
Subtotal	\$ (312,666.35)	
Management Fee	\$ (31,266.63)	
CHANGE REQUEST NO. 1	\$ (343,932.98)	
Project Total - Original	\$ 3,524,808.00	From Exhibit B-1
CHANGE REQUEST NO. 1	\$ 343,932.98	
Project Total	\$ 3,868,740.98	

RESOLUTION 2025-XX

RESOLUTION AUTHORIZING CHANGE REQUEST TO JOINT DEVELOPMENT AGREEMENT WITH RP HV LAKESIDE, LLC (AGG DEVELOPMENT) FOR THE SOUTH FRANKLIN STREET WIDENING PROJECT

WHEREAS, pursuant to N.C.G.S. § 160A-309 a city may contract with a developer or property owner for public intersection or roadway improvements that are adjacent or ancillary to a private land development project;

WHEREAS the Developer is the developer of a development in the Town known as Holding Village (the “Development”), and is the owner of certain real property located within the Development;

WHEREAS, in connection with the Development, the Developer is required to design, widen and construct a portion of S. Franklin Street adjacent to the Development, which is presently a 2-lane rural road (the “Road”), into a 5-lane section of the Road limited to the Development’s frontage of the Road;

WHEREAS, the Developer is responsible for the design, widening and construction of the portion of the Road west of the center line and fronting the Development only (the “Developer Improvements”);

WHEREAS, the Town is responsible for the design, widening and construction of the portion of the Road east of the center line on the opposite side of the Development only and terminating at the existing curb-cut entry to Wake County PIN 1840514169 on the Road, consistent with the Town Comprehensive Transportation Plan (the “Town Improvements”);

WHEREAS the Town Improvements and the Developer Improvements (collectively, the “Improvements”) collectively shall create a full 5-lane section of the Road extending to the existing curb-cut entry to Wake County PIN 1840514169 on the Road;

WHEREAS, the Town of Wake Forest and Developer entered into a Joint Development Agreement effective October 30, 2023, to undertake said improvements with the Town’s share of cost estimates was \$3,524,808 and during construction, significant issues regarding utility relocation, lighting and rock have resulted in increased costs which are reasonable and justified;

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, hereby authorizes the Chief Financial Officer in accordance with Section 5. (Changes to Cost Estimates) of the Joint Agreement to approve Change Request 1 in the amount of \$ 343,932.98 and amend original cost estimates accordingly for expansion of South Franklin Street.

Duly adopted this 18th day of March 2025.

Vivian A. Jones
Mayor

(ATTEST)

Evelyn Wright
Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-376-

Submitted by: Elisabeth Palermo

Submitting Department: Engineering

Meeting Date: March 18, 2025

SUBJECT

Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Recommendation:

This ordinance amendment would designate “No Parking Zone” on one side of Richland Hills Avenue and select areas on the other side in the Richland Hills Subdivision.

Item Summary:

ATTACHMENTS

- [Attachment_A_Summary_Amend_No_Parking_Ordinance.docx](#)
- [Attachment_B_Ordinance_Amend_No_Parking_Richland_Hills.docx](#)
- [Attachment_C_No Parking Exhibit-RHA.pdf](#)

Agenda Item: Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Summary: The purpose of this agenda item is to vote on the proposed ordinance amendment to Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241 designating a “No Parking” zone on one side of Richland Hills Avenue and 50 ft on either side of the intersections of Richland Hills Ave. with Ripley Woods St., Montonia St. and the clubhouse driveway at 1100 Richland Hills Ave.

Attachment: Attachment_A_Summary Amend No Parking Ordinance,
Attachment_B_Ordinance Amend No Parking, Attachment_C_No Parking Exhibit-
RHA

ORDINANCE 2025 – ##

ORDINANCE AMENDING CHAPTER 30; ARTICLE VI. TRAFFIC SCHEDULES;
SEC. 30-241. - SCHEDULE 1, PARKING PROHIBITED AT ALL TIMES
OF THE CODE OF ORDINANCES FOR THE TOWN OF WAKE FOREST, NORTH
CAROLINA

WHEREAS, the Engineering Department received requests from the Richland Hills Subdivision HOA for No Parking on Richland Hill Ave, due to sight distance limitations; and

WHEREAS, the HOA polled the neighborhood and received overwhelming support for the request (85.7% of online poll respondents, 75% of in person voters); and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, to amend the Code of Ordinances Chapter 30 Traffic & Vehicles Article VI Traffic Schedules 241 – Schedule I; parking prohibited at all times as follows:

Add:

The following shall be schedule 1 and may be cited as such:
Richland Hills Ave. south side from Wall Rd to roundabout;
Richland Hills Ave. north side, 50 ft in either direction from its intersection
with Ripley Woods St., Montonia St. and the clubhouse driveway at 1100
Richland Hills Ave.

Adopted and effective this 18th day of March 2025.

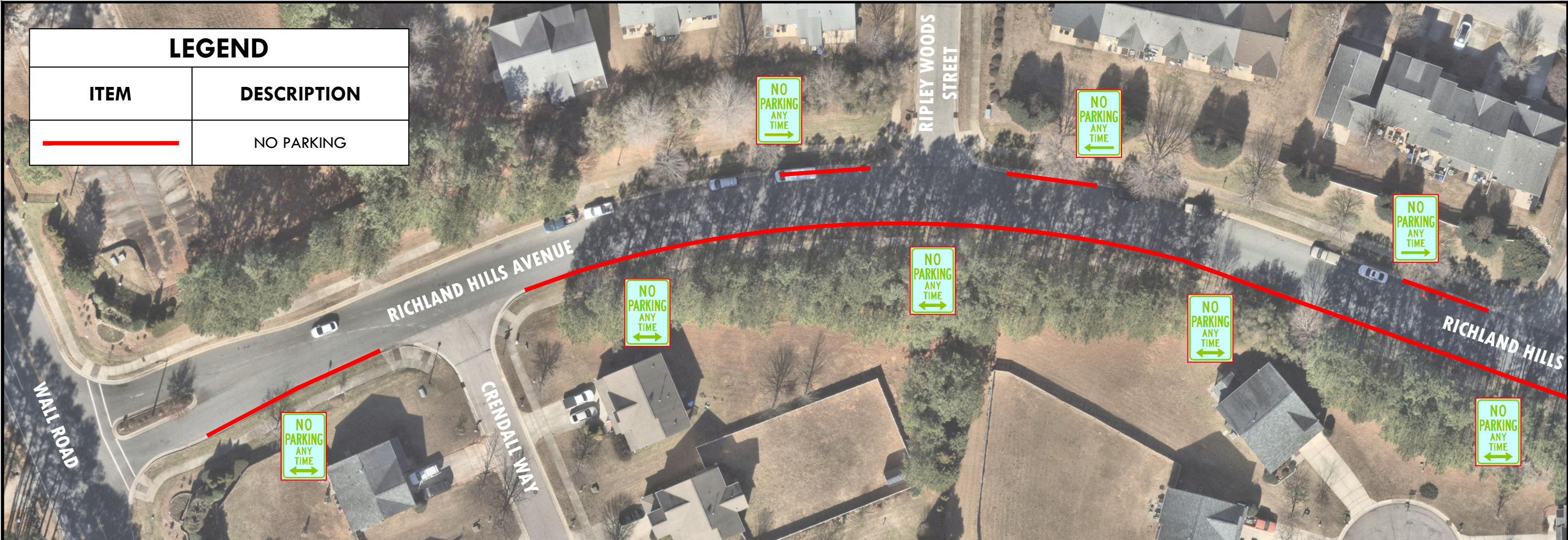
Vivian A. Jones
Mayor

ATTEST:

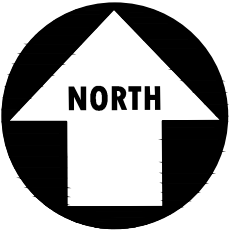
APPROVED AS TO FORM:

Ella Downtin
Deputy Town Clerk

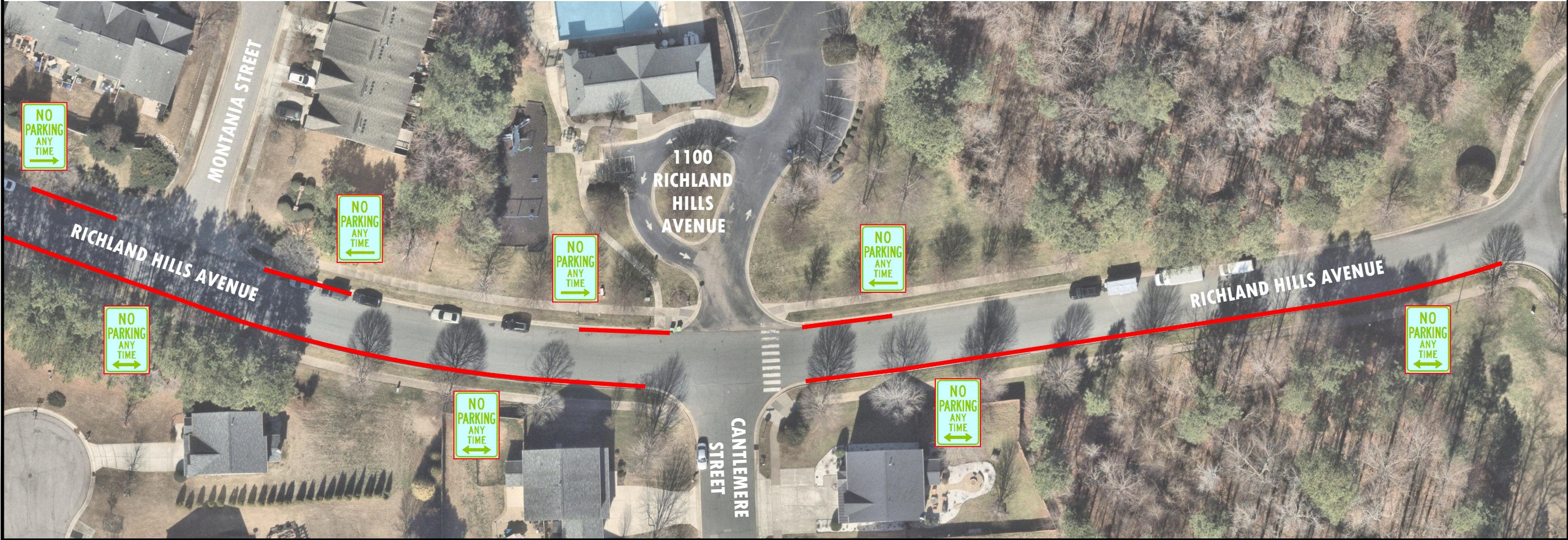
Town Attorney



LEGEND	
ITEM	DESCRIPTION
	NO PARKING



SHEET 1 OF 1
ISSUED : 03/04/2025
0' 60' 120'
GRAPHIC SCALE: 1"=60'



PROPOSED NO PARKING
RICHLAND HILLS AVENUE





Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-394-

Submitted by: Ella Dowtin

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Approval of Appointment to Citizen Advisory Boards

Recommendation:

Item Summary:

ATTACHMENTS

- [RESOLUTION2025-XXX_Adv_Board_Appts-PAC.pdf](#)

RESOLUTION 2025 - XXX
ADVISORY BOARD/COMMISSION APPOINTMENTS
FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that the following persons be appointed to the following citizen advisory boards:

Public Art Commission

Amy Burger

(March 2025 – December 2027)

Jessica Morozowich

(March 2025 – December 2027)

Laura Wolfe

(March 2025 – December 2027)

Duly resolved this 18th day of March 2025.

ATTEST:

Vivian A. Jones
Mayor

Ella Downtin
Deputy Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-388-

Submitted by: Jennifer Herbert

Submitting Department: Downtown Development

Meeting Date: March 18, 2025

SUBJECT

Consideration of an Ordinance amending Chapter 20. Article I In General Sec. 20-2. - Public consumption, possession, etc. of alcohol

Recommendation:

To amend the current ordinance to allow for the creation of a social district in a portion of downtown Wake Forest.

Item Summary:

ATTACHMENTS

- [Item Summary - Creation of Social District .docx](#)
- [ATTACHMENT A Ordinance 2025-XX Section 11 Chapter 20 Article I In General Sec. 20-2. - Public consumption possession etc.docx](#)
- [Attachment B Map of Wake Forest Social District.png](#)

Agenda Item:

Consideration of an Ordinance amending Chapter 20. Article I In General Sec. 20-2. - Public consumption, possession, etc. of alcohol

Item Summary:

To amend the current ordinance to allow for the creation of a social district in a portion of downtown Wake Forest.

Attachments:

Attachment A: Ordinance Amendments to allow for creation of a social district in Wake Forest

Ordinance 2025-XX – Chapter 20 Article I In General, Sec. 20-2. - Public consumption, possession, etc. of alcohol

Attachment B: Map of Wake Forest Social District

ORDINANCE NO. (2025) ____

ORDINANCE AMENDING CHAPTER 20. ARTICLE I IN GENERAL SEC. 20-2. –
PUBLIC CONSUMPTION, POSSESSION, ETC. OF ALCOHOL, TO CREATE WAKE
FOREST SOCIAL DISTRICT.

WHEREAS, the North Carolina General Assembly enacted legislation in 2021 allowing municipalities to designate social districts within their jurisdiction to allow alcoholic beverages sold by licensed premises to be consumed within the district, outside of the establishment where the beverage was purchased; and

WHEREAS, pursuant to NCGS 160A-205.4 the Town of Wake Forest proposes a social district in downtown Wake Forest; and

WHEREAS, the Town of Wake Forest believes that a social district is a valuable tool to increase economic activity and add to the vibrancy of downtown Wake Forest.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, to amend the Code of Ordinances as follows:

Section 20-2. (a) of the Town of Wake Forest Code will be amended to add section (g) and read:

a) Except as provided in subsections (b), (c), (d), (f) or (g) of this section, no person shall consume malt beverages, unfortified wine, fortified wine, spirituous beverages or mixed beverages ("alcoholic beverages") on property owned or occupied by the town, including, but not limited to, public streets, boulevards, alleys, rights-of-way, sidewalks and parks. Any person who consumes alcoholic beverages in violation of this section shall be guilty of a Class 3 misdemeanor.

A new section 20-2. (g) titled SOCIAL DISTRICTS shall be created within the Town of Wake Forest Code to read:

Sec. 20.2. (f) – SOCIAL DISTRICTS

The Town of Wake Forest may, by ordinance, designate one or more social districts within the Town in the manner allowed by State law. The social districts established by the Board of Commissioners are described herein, along with days and hours of operation. The term social district shall mean a defined outdoor area set by ordinance where alcoholic beverages sold by an establishment

licensed for the sale of alcoholic beverages for on-premises consumption may be consumed in accordance with G.S 18B-300.1 or other applicable State law.

1. Wake Forest Social District. A social district shall be established within the following boundaries:

As shown on Attachment B Map of Wake Forest Social District, the social district shall encompass portions of rights-of way of S. White Street, Brooks Street, Wait Avenue, E. Jones Avenue, E. Owen Avenue, and Elm Avenue. The portions of those rights-of-way included in the social district are described as follows:

- (i) S. White Street: Beginning at the northeast corner of Wake County PIN 1841510695, heading south along the western right-of-way line of S. White Street to the southeast corner of Wake County PIN 1841406144, heading east to a point approximately 114.81 feet south of the northwest corner of Wake County PIN 1840498853, heading north along the eastern right-of-way of S. White Street to the northwest corner of Wake County PIN 1841512656, heading west along the southern right-of-way line of E. Roosevelt Avenue until it terminates the northeast corner of Wake County PIN 1841510695;
- (ii) Brooks Street: Beginning the northeast corner of Wake County PIN 1841514308, heading south along the western right-of-way line of Brooks Street to a point approximately 316.5 feet south of the northeast corner of Wake County PIN 1840498853, heading east to the southwest corner of Wake County PIN 1840592538, heading north along the eastern right-of-way line of Brooks Street to the northwest corner of Wake County PIN 1841515382, heading west until it terminates at the northwest corner of Wake County PIN 1841514308;
- (iii) Wait Avenue: Beginning the northwest corner of Wake County PIN 1841511477, heading east along the southern right-of-way line of Wait Avenue until it intersects with the southern right-of-way line of E. Roosevelt Avenue, heading north along the southern right-of-way line to the southeastern corner of Wake County PIN 1841516403, heading west along the northern right-of-way line of Wait Avenue to the southwestern corner of Wake County PIN 1841512507, heading south along the eastern right-of-way line of S. White Street until it terminates at the northwest corner of Wake County PIN 1841511477;

- (iv) E. Jones Avenue: Beginning the northwest corner of Wake County PIN 1841510196, heading east along the southern right-of-way line of E. Jones Avenue to the northeast corner of Wake County PIN 1841513033, heading north along the western right-of-way line of Brooks Street to the southeastern corner of Wake County PIN 1841513159, heading west along the northern right-of-way line of E. Jones Avenue to the southwestern corner of Wake County PIN 1841510294, heading south along the eastern right-of-way line of S. White Street until it terminates at the northwest corner of Wake County PIN 1841510196;
 - (v) E. Owen Avenue: Beginning at the southeast corner of Wake County PIN 1841408981, heading along the southern, western and northern boundary of PIN 1841408981, heading east along the northern right-of-way line of E. Owen Avenue until it intersects with the western right-of-way of Brooks Street, heading south to the northeast corner of Wake County PIN 1841502618, heading west until it terminates at the southeast corner of Wake County PIN 1841408981;
 - (vi) Elm Avenue: Beginning at the northeast corner of Wake County PIN 1841406144, heading east along the southern right-of-way of Elm Avenue approximately 184.33 feet east of the northeast corner of Wake County PIN 1841502111, heading north approximately 69.93 feet to the southeast corner of Wake County PIN 1841504569, heading west along the northern right-of-way line of Elm Avenue where it intersects with the western right-of-way line at S. White Street, heading south on the western right-of-way line of S. White Street until it terminates at the northeast corner of Wake County PIN 1841406144.
2. The days and hours of operation for this social district shall be Thursday, Friday, and Saturday each week from 12:00 p.m. to 9:00 p.m.
 3. The provisions of section (a) shall not be applicable to any streets or sidewalks located within a social district during the hours of operation of the social district. The provisions of section (a) shall remain applicable for any property owned, occupied, or controlled by the Town of Wake Forest that is located within a social district unless that property has been designated by the Town of Wake Forest as eligible for the consumption of alcohol under the rules of the social district and applicable State law.
 4. The Town Manager, upon recommendation of the Chief of Police, may reinstate the town's alcoholic beverage ordinance and suspend the social

district to disallow the public consumption of alcohol within the established social district in the occurrence of any violation which threatens the safety, public health or welfare of the community. Such action by the Town Manager shall remain in effect until ratified by the Board of Commissioners at its next scheduled voting meeting.

5. Staff are hereby directed to create management and maintenance plans for the Wake Forest Social District and to post the plans and a rendering of the boundaries of the district on the Town of Wake Forest's website.
6. Staff are directed to submit a detailed map of the Wake Forest Social District and the days and hours during which the district shall be in operation to the North Carolina Alcoholic Beverage Control Commission.
7. Any person who violates this subsection, and any person who aids, abets, encourages, assists in, or contributes to such violation, shall be guilty of a Class 3 misdemeanor.

Adopted March 18, 2025, and effective June 5, 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric Vernon
Town Attorney

Wake Forest, Downtown
SOCIAL DISTRICT

- 1 Bodega
- 2 Unwind
- 3 Tonic
- 4 White Street Brewing
- 5 Super Magnolia
- 6 Breadables & Bites
- 7 George's Pizzeria
- 8 The Cotton Co.
- 9 Highpark Nail
- 10 Over The Falls
- 11 Page 158 Books
- 12 Strike & Barrel
- 13 Renaissance Centre
- 14 Horse Brewing
- 15 Freddy's Bottle Shop



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-393-

Submitted by: Allison Snyder

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Consideration of purchase and sale agreement for property located at 325 S White Street

Recommendation:

Approval of purchase of property in downtown

Item Summary:

ATTACHMENTS

- [Summary 325 S White.pdf](#)
- [Attachment A 325 S White PSA](#)
- [Attachment B 325 S White Resolution](#)
- [Attachment C Survey](#)

Consideration of resolution for purchase and sale of property located at 325 S White Street

Consideration of Purchase and Sale Agreement (PSA) for property located at 325 S White Street. Acquisition of approximately 0.40 acres of land for \$725,000. Includes authorizing the Town Manager and Town Attorney to execute the instruments necessary to acquire the Property in accordance with the terms and conditions of the Purchase Agreement and fulfill this transaction.

Attachments:

Attachment A 325 S. White PSA

Attachment B 325_S_White_Street_Resolution

Attachment C Survey

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with all Exhibits attached hereto, this "Agreement") is made as of February 28, 2025 (the "Effective Date"), by and between MARGARET LEE JONES STINNETT AND HUSBAND, RICHARD J. STINNETT, (collectively, "Seller"), and the TOWN OF WAKE FOREST, a North Carolina municipal corporation, and/or its assigns ("Buyer"). Each of the foregoing entities is sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The Buyer seeks to acquire the Property (as defined herein below) as a future downtown development parcel to support the needs of the surrounding community of Wake Forest (the "Project").

B. This Agreement is made with respect to the following real and personal property (collectively, the "Property") owned by Seller:

(1) An approximately 0.41 acre +/- vacant tract of land, having an address of 325 S. White Street in Wake Forest, North Carolina, bearing Wake County Tax PIN 1841-50-0648, as more particularly described on Exhibit A attached hereto, together with all servitudes, easements, rights and privileges appurtenant thereto, and all right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way (collectively, the "Real Property"). The exact acreage and legal description of the Real Property shall be determined by the Survey (as defined in Section 5.3.2).

(2) To the extent assignable and at Buyer's discretion pursuant to this Agreement, all of Seller's right, title and interest in and to all agreements pertaining to the use or operation of the Property listed on Exhibit B hereto, if any (the "Property Agreements").

(3) To the extent assignable, all other interests and intangible property used or useful in connection with the foregoing, including, without limitation,

- (a) any surveys, plans, specifications, warranties and guaranties in Seller's possession and covering the Real Property;
- (b) all of Seller's right, title and interest in any licenses, permits, approvals, and certificates used in or relating to or required by any Government Entity or Applicable Law (as those terms are defined in Section 12.18 herein below) in connection with the ownership, occupancy, maintenance, repair, use or operation of any part of the Property, including certificates of occupancy, zoning and land-use waivers and variances, if any, and any utility contracts and sewer and water taps and other capacity reservations or contracts;
- (c) any and all unexpired warranties, guaranties, indemnities and claims against third parties related to the Real Property;
- (d) any and all property and structural inspection reports and any reports, specifications, plans, studies, test results, closure confirmations, or other documentation related in any way to demolition, renovation and/or remediation of the Real Property; and
- (e) all oil, gas and mineral rights related to the Real Property.

C. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property and associated personal property for the Purchase Price and upon the terms and conditions hereinafter set forth.

AGREEMENT.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a substantive part of this Agreement.

2. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be Seven Hundred Twenty-Five Thousand and 00/100 Dollars (\$725,000.00), which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Buyer at the consummation of the purchase and sale transaction contemplated by this Agreement (the "**Closing**"), subject to adjustments and apportionments as set forth herein, by wire transfer of immediately available federal funds, to the order or account of Seller or such other Person as Seller may designate in writing, for receipt on the Closing Date (as defined below) by the bank account or accounts designated by Seller.

3. **Earnest Money.**

3.1 **Payment of Earnest Money Deposit.** Not later than three (3) business days after the Effective Date, Buyer shall cause to be delivered through wire transfer to the Seller's escrow agent, Warren, Shackelford & Thomas, PLLC (the "**Escrow Agent**"), the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the "**Earnest Money**"). Throughout the term of this Agreement, Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth in Section 3.2 herein below, and hold the Earnest Money in an account with a national bank whose depositors are insured by the Federal Deposit Insurance Corporation or other financial institutions reasonably acceptable to Buyer.

3.2 **Disbursement of Earnest Money.** On the Closing Date, the Earnest Money will be applied as partial payment of the Purchase Price. In the event the Closing does not occur by the Closing Date, the Earnest Money shall be disbursed as provided herein. Subject to the default provisions set forth herein below, the Earnest Money shall be deemed non-refundable and earned by the Seller after the Due Diligence Date. In the event either party hereto becomes entitled to the Earnest Money, either as liquidated damages or upon termination of this Agreement in accordance with its terms, the Escrow Agent shall not release the Earnest Money until (x) Buyer or Seller has delivered a letter of instruction to the Escrow Agent, with a copy to the other party, directing the disbursement of the Earnest Money to the party entitled thereto, and (y) the Escrow Agent has given the other party five (5) business days to dispute, or to consent to, the release of the Earnest Money. The failure of the non-requesting party to timely object in writing to such disbursement request shall be deemed as such party's consent to the requested distribution. Subject to the further terms of this paragraph, if the Escrow Agent receives any notice of any dispute regarding the Earnest Money, the Escrow Agent shall disregard all instructions received and at its option either (i) hold the Earnest Money until the dispute is mutually resolved and the Escrow Agent is advised of such fact in writing by both Seller and Buyer, or the Escrow Agent is otherwise instructed by a final non-appealable judgment of a court of competent jurisdiction, or (ii) deposit the Earnest Money into a court of competent jurisdiction (whereupon the Escrow Agent shall be released and relieved of any and all liability and obligations hereunder from and after the date of such deposit).

4. Conditions Precedent to Closing.

4.1 Conditions Precedent to Buyer's Obligations. Notwithstanding anything to the contrary contained herein, all of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

4.1.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

4.1.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.1.3. Board Approval. Buyer shall have obtained authorization to close from the Buyer's Board of Commissioners (the "**Board**"). If authorization to close has not been obtained prior to the Closing Date, the Closing Date shall automatically extend to the date that is the earlier of (i) the date immediately following the next duly called meeting of the Board or (ii) thirty (30) days thereafter (the "**Closing Extension**").

4.2 Conditions Precedent to Seller's Obligations. Notwithstanding anything to the contrary contained herein, all of Seller's obligations hereunder are expressly conditioned on the satisfaction, at or before the time of Closing hereunder, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option):

4.2.1. Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

4.2.2. Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.3 Failure of Conditions.

4.3.1. In the event all of the conditions precedent to Buyer's obligations set forth in Section 4.1 are not satisfied by the Closing Date (as may be extended pursuant to Section 4.1.3), then Buyer, in its sole discretion, shall have the option, exercisable by written notice to Seller at or prior to the Closing Date, of (i) waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing Date until such unsatisfied condition precedent is satisfied, or (iii) declining to proceed to Closing. If Buyer exercises option (ii), then Buyer shall also have the right to exercise options (i) or (iii) at any time upon written notice to Seller. If Buyer exercises option (iii), then, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate.

4.3.2. In the event all of the conditions precedent to Seller's obligations set forth in Section 4.2 are not satisfied by the Closing Date, then Seller, in its sole discretion, shall have the option, exercisable by written notice to Buyer at or prior to the Closing Date, of (i) waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, or (ii) declining to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate.

5. Buyer's Due Diligence.

5.1 Delivery of Documents. Within five (5) business days of the Effective Date, Seller shall deliver to Buyer for inspection by Buyer, its affiliates, agents and attorneys, any documents relating to the Property, including, but not limited to, all of the items and documents listed below, to the extent (i) Seller has possession or control of any of such materials; and (ii) Seller has not previously delivered the same to Buyer (the "Due Diligence Materials"):

- (a) all covenants, conditions and restrictions affecting all or any portion of the Real Property;
- (b) all surveys, maps, and drawings of all or any portion of the Real Property;
- (c) all subdivision, master drainage, infrastructure, engineering and other plans, reports, or studies of all or any portion of the Real Property;
- (d) all development approvals, proof of entitlements and concurrency and vested rights certificates pertaining to all or any portion of the Real Property;
- (e) any and all permits, licenses, approvals, or certificates issued by any Government Entity for the Property;
- (f) all governmental notices in any manner adversely affecting all or any part of the Property;
- (g) all title policies, reports and title instruments (including copies of all exceptions to title) in Seller's possession pertaining to all or any part of the Real Property;
- (h) any and all existing environmental reports, soil studies and geotechnical reports for the Property;
- (i) a schedule and copies of all Property Agreements;
- (j) to the extent that any utilities serve the Property as of the Effective Date, copies of utility bills for the Real Property for calendar years 2024 and 2025 to date;
- (k) copies of any written records of environmental investigation, analysis or testing including any Phase I or Phase II or other environmental reports and related materials prepared in connection with the Property, including but not limited to reports: regarding monitoring wells for monitoring hazardous leachate or other hazardous substances or releases, subsurface (underground) tanks, PCB contamination from any power transformer, capacitor, or any other source, asbestos containing material (ACM) or any other fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against it relating to environmental matters;

- (l) any written inquiries, notices, approvals, consents, submittals, proposals, orders or records of proceedings by, at the behest of, or with respect to, health, safety or environmental regulatory or enforcement agencies of federal, state or local government, whether or not such documents or records have been made available to the general public by the agencies in question;
- (m) any existing loan agreements, deeds of trust, or notes pertaining to the Property; and
- (n) any and all other documentation as Seller has available regarding the use, maintenance and operation of the Property.

Seller acknowledges and agrees that Buyer's right to receive the foregoing Due Diligence Materials constitutes a material inducement to Buyer's agreement to purchase the Property. In the event any additional Due Diligence Materials become available between the Effective Date and the Closing Date, Seller shall deliver such materials to Buyer or notify Buyer of the existence of such materials and make them available in a specified location at Seller's principal office for inspection by Buyer, its affiliates, agents or attorneys.

5.2 Due Diligence Period.

5.2.1. Buyer shall have until 11:59 pm Eastern time on the date that is one-hundred and eighty days (180) calendar days after the Effective Date (the "**Due Diligence Date**"), to (a) perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory for the Buyer's intended use (the "**Intended Use**"), as determined by the Buyer in its sole discretion. Between the Effective Date and the Due Diligence Date, Buyer and Buyer's agents, employees, contractors, representatives and other designees ("**Buyer's Designees**") shall have the right to enter the Property at all reasonable times after prior notice to Seller (which may be accomplished by e-mail or telephone), for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property.

5.2.2 In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer prior to the Closing Date for any reason or no reason in its sole discretion, Buyer shall have the right to terminate this Agreement by giving written notice to Seller (the "**Termination Notice**"). In the event Buyer gives Seller the Termination Notice on or before the Due Diligence Date, then this Agreement shall become null and void and all rights and obligations of the parties under this Agreement shall expire except those that are expressly stated to survive termination of this Agreement. In the event Buyer gives Seller the Termination Notice after the Due Diligence Date and prior to the Closing Date, and provided Seller is not in default of this Agreement, then this Agreement shall become null and void and all rights and obligations of the parties under this Agreement shall expire except those that are expressly stated to survive termination of this Agreement.

5.3 Title and Survey Matters.

5.3.1. Seller covenants to convey to Buyer at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, "**good and marketable fee simple title**" shall mean fee simple ownership which is: (a) free of all

claims, Liens (as defined in Section 12.18 herein below) and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, herein defined; and (b) insurable by a title company selected by Buyer (the "**Title Company**"), at then current standard rates under the standard form of ALTA owner's policy of title insurance (ALTA 2021 Form), without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term "**Permitted Exceptions**" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving the Property; (iii) all matters set forth on Schedule B to the Title Commitment, except a title objection which Seller elects to cure as set forth herein; (iv) the preprinted exclusions from coverage and conditions and stipulations contained in the Title Commitment which are not inconsistent with the terms of this Agreement; (v) Applicable Laws affecting the Property, including environmental, health and safety laws, zoning, subdivision, planning, development, use, occupancy and building ordinances, and governmental regulations, provided the same have not been violated; (vi) the state of facts shown on the Survey, except for a survey objection which Seller elects to cure; and (vii) any other matters approved by Buyer or deemed approved in accordance with this Section 5.3.

5.3.2. Following the Effective Date, Buyer shall obtain a title report or commitment issued by the Title Company (the "**Title Commitment**") with respect to the Real Property (with copies of all instruments listed as exceptions to title) and a current ALTA survey of the Real Property, which may be in the form of the Subdivision Plat (the "**Survey**"). If Buyer disapproves of items disclosed in the Title Commitment or the Survey provided for herein, Buyer shall provide written objections to Seller of any exceptions to title or other matters appearing in the Title Commitment and Survey which Buyer finds unacceptable (the "**Objection Notice**") no later than ninety (90) days prior to the Due Diligence Date indicating in reasonable detail the nature and reasons for Buyer's objection. Failure to give an Objection Notice shall constitute Buyer's approval of all such matters.

5.3.3. If Buyer delivers an Objection Notice, Seller shall notify Buyer in writing within five (5) days after Seller's receipt of the Objection Notice which, if any, objections Seller elects to cure (the "**Response Notice**"). In the event Seller elects to cure some or all objections, Seller shall attempt to effectuate such cure within ten (10) days from receipt of the Objection Notice, or, if the disapproved matter cannot reasonably be cured within such ten (10) day period, within a reasonable period of time (not to exceed sixty (60) days) after receipt of the Objection Notice (the "**Title Cure Period**"), in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the earlier of the end of the Title Cure Period or three (3) business days after such matter is cured. In the event Seller fails to timely deliver a Response Notice, or if Seller delivers a Response Notice indicating that Seller is unable or unwilling to cure or eliminate one or more of Buyer's objections to the Title Commitment or Survey prior to Closing, or if Seller fails prior to the Closing Date to satisfy any objections Seller has elected to cure pursuant to the Response Notice, Buyer may, in its sole discretion, either (i) waive such objection that Seller has indicated it will not cure (either in the Response Notice or its failure to provide a Response Notice) and proceed to Closing as otherwise required herein; or (ii) terminate this Agreement within ten (10) business days after the expiration of the Seller's Title Cure Period by notice to Seller, provided if Buyer does not so terminate this Agreement within ten (10) business days after the expiration of the Seller's Title Cure Period, Buyer shall be deemed to have waived objection to any such Title Commitment or Survey matter and agreed to accept title subject thereto.

5.3.4. Any matters appearing in the Title Commitment or the Survey that are not objected to by Buyer pursuant to the terms of this Section 5.3, or for which objection is subsequently waived by Buyer, shall be deemed Permitted Exceptions.

5.3.5. Notwithstanding anything to the contrary in this Section 5.3, Seller shall be obligated to expend whatever sums are required to cure the following items (the "Mandatory Cure Items") no later than the Closing Date, whether or not such Mandatory Cure Items are expressly stated in the Objection Notice: (i) all mortgages, security deeds or other security instruments encumbering the Property; (ii) mechanics liens or other monetary liens; (iii) all past due ad valorem taxes and assessments of any kind, whether or not of record, which constitute, or may constitute, a lien against the Property; and (iv) judgments against the Seller which have attached to and become a lien against the Property. Seller's failure to cure such Mandatory Cure Items no later than the Closing Date shall be deemed a default hereunder.

5.3.6. Seller shall not, so long as this Agreement remains in effect, alter or encumber in any way Seller's title to the Property without Buyer's prior written consent. Buyer, however, shall have the right at any time to waive any objections to the status of title that Seller may have made and thereby to preserve this Agreement in effect. If, prior to or at Closing, Buyer shall advise Seller in writing of a title defect that materially affects the value of the Property or the ability of Buyer to use the Property for the Intended Use, including but not limited to a defect revealed by the Survey, which (a) prior to the Due Diligence Date could not have been detected by a search of the public record or (b) has been placed on the public record after the effective date of the Title Commitment without Buyer's consent, then Buyer shall have the following options:

- (a) In the event such a title defect is not cured within thirty (30) days from the date of notice from Buyer, the Buyer shall, at its election, have the right to accept such title as Seller is able to convey and to receive an abatement of the Purchase Price equal to the diminution of value of the Property caused by such defect;
- (b) Buyer shall have the right to provide Seller an Objection Notice indicating in reasonable detail the nature and reason for Buyer's objection, and, upon delivery of the same, Buyer and Seller shall follow the title objection process outlined in Section 5.3.3 herein above; or
- (c) Buyer shall have the right to terminate this Agreement upon written notice to Seller.

6. **Operation of Property and Pre-Closing Activities.** From and after the Effective Date until the Closing or earlier termination of this Agreement, and except as necessary to comply with this Agreement, Seller shall hold the Property in a manner generally consistent with the manner in which Seller has held the Property prior to the Effective Date, and Seller shall not enter into any new Property Agreements or other contracts affecting the Property without Buyer's prior written consent, or create, cause or allow any Liens or encumbrances on the Property other than Liens created by any activities of Buyer at the Property. In addition, Seller will pay or cause to be paid when due all payments or any encumbrances presently affecting, and all taxes, assessments and levies on, any or all of the Property through the Closing Date. In addition, the parties agree to the following pre-Closing obligations:

6.1 Property Agreements. No later than ten (10) days prior to the Closing, Buyer will notify Seller in writing which, if any, of the Property Agreements Buyer wishes to assume. Except for any Property Agreements identified in such notice, Seller shall terminate prior to the Closing, at no cost to Buyer, all of the Property Agreements. From the Effective Date until Closing, Seller will not enter into any new property agreements or extend any existing property agreements (collectively, "**Additional Property Agreements**") without Buyer's written consent, unless the same can be terminated on thirty (30) days' notice without premium or penalty. In addition, Seller will not (a) grant or convey any easement, lease, license, permit or any other legal or beneficial interest in the Property without Buyer's prior written consent, or (b) knowingly or willfully violate, or knowingly or willfully allow for the violation of any Applicable Law affecting the Property.

6.2 Compliance. Seller will comply in all material respects with and perform any obligations required by Applicable Laws and any environmental consent orders, remediation plans, or other agreements related to Hazardous Materials, if any, affecting the Property.

6.3 Insurance. Seller will continue to maintain all existing insurance policies on the Property in minimal coverage amounts reasonably accepted for similar properties in the State of North Carolina through the Closing Date.

6.4 Sales Discussions. From the Effective Date until the Closing Date (as may be extended pursuant to Section 4.1.3), unless otherwise terminated earlier as provided for herein, Seller will neither list the Property for sale with a broker, nor solicit any offers to buy the Property, nor accept any offers to buy the Property.

6.5 Cooperation. Seller shall cooperate with Buyer in any reasonable manner required for Buyer to obtain the issuance of all discretionary governmental approvals and permits necessary for the development and operation of the Property, including without limitation the subdivision of the Real Property, for Buyer's Intended Use.

6.6 Representations and Warranties. Seller shall immediately notify Buyer if, before the Closing Date, Seller becomes aware of any fact, transaction, event, or occurrence that makes any of the warranties or representations of Seller under this Agreement not materially true with the same force and effect as if made on or as of the Effective Date. No such notice shall constitute a waiver of Buyer's rights with respect to any such warranties or representations.

7. Closing; Deliveries.

7.1 Time of Closing. The Closing shall take place at the offices of Buyer's attorney or other settlement agent (the "**Settlement Agent**") on the date that is ten (10) days after the Due Diligence Date (as may be extended pursuant to Section 4.1.3) or such other date as mutually agreed upon by the Parties (the "**Closing Date**"). If any date on which the Closing would occur by operation of this Agreement is not a business day in Wake County, North Carolina, the Closing shall occur on the next business day.

7.2 Subject to Conditions Precedent. The occurrence of the Closing shall be subject to the satisfaction or waiver of all of Buyer's and Seller's conditions precedent to Closing as set forth in Section 4 and the rights of Buyer and Seller to terminate this Agreement at or prior to the Closing Date pursuant to Section 4.3.

7.3 Escrow Closing. Unless the Parties elect otherwise, the Closing shall be an escrow closing, with the Parties depositing all closing funds and documents in escrow with the Settlement Agent for disbursement and distribution once all Parties agree that the conditions to Closing have been satisfied.

7.4 Possession. Possession of the Property shall be surrendered to Buyer at Closing free of all tenancies and rights of possession.

7.5 Closing Deliveries by Seller. At Closing, Seller shall deliver to the Settlement Agent, for delivery at Closing to Buyer, the following, which shall be in form and content reasonably satisfactory to Buyer, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to the Settlement Agent, for delivery at Closing to Buyer:

- (a) A special warranty deed conveying the Real Property from Seller to Buyer, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions.
- (b) A non-warranty deed to the Real Property from Seller to Buyer, duly executed and acknowledged by Seller, conveying the Real Property via a legal description drawn from the Survey.
- (c) If applicable and as determined by Buyer, an Assignment and Assumption of Property Agreements from Seller to Buyer, duly executed by Seller.
- (d) Originals or copies certified by Seller of all Property Agreements.
- (e) Such affidavits or letters of indemnity as the title insurer shall require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfilled mechanics' or materialmen's liens for work performed by Seller or for parties in possession under unrecorded leases.
- (f) A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended, duly executed by Seller.
- (g) A Closing statement reasonably acceptable to Buyer and Seller.
- (h) To the extent not previously delivered by Seller to Buyer, all other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.6 Buyer Deliveries. At Closing, Buyer shall deliver to the Settlement Agent, for delivery at Closing to Seller, the following, in form and condition reasonably satisfactory to Seller, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same to the Settlement Agent, for delivery at Closing to Seller:

- (a) A wire transfer from Buyer in the amount of the Purchase Price (subject to the adjustments provided for in this Agreement).
- (b) A Closing statement reasonably acceptable to Buyer and Seller.
- (c) If applicable, an Assignment and Assumption of Property Agreements from Seller to Buyer, duly executed by Buyer.
- (d) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1 Apportionments.

8.1.1. Taxes. All real estate taxes, charges and assessments affecting the Property ("Taxes") shall be prorated on a calendar year basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor and shall be readjusted when and if final bills are issued.

8.1.2. Charges under Property Agreements. If applicable, any unpaid monetary obligations of Seller and the income with respect to any of the Property Agreements assumed by Buyer following the Closing shall be prorated on a calendar year basis as of the Closing Date.

8.2 Expenses.

8.2.1. Except as otherwise provided in this Agreement, Buyer shall bear its own costs and expense related to the following: (i) Buyer's attorney's fees; (ii) any inspections, physical examinations, environmental reports, and other due diligence inspections of the Property made by Buyer pursuant to this Agreement; (iii) obtaining an owner's policy of title insurance for the Real Property; (iv) the Survey; (v) recording the deed for the Real Property and any other closing documents; and (vi) all other closing costs and expenses customarily charged to buyers of real property in the Wake County, North Carolina community.

8.2.2. Except as otherwise provided in this Agreement, Seller shall bear its own costs and expense related to the following: (i) Seller's attorney's fees; (ii) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer; (iii) all documentary stamps, deed stamps and realty transfer taxes; and (iv) all other closing costs and expenses customarily charged to sellers of real property in the Wake County, North Carolina community.

9. Damage or Destruction; Condemnation.

9.1 Damage or Destruction. Between the Effective Date and Closing, the risks and obligations of ownership and loss of the Property shall belong to Seller. In the event of material loss of any portion of the Property prior to Closing due to casualty, then Buyer shall have the option of (a) proceeding with the Closing and acquiring the Property as affected by such casualty, in which event Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, plus deliver the deductible to Buyer at the Closing; or (b) terminating this Agreement by providing written notice to Seller within thirty (30) days of such casualty event, in which event, this Agreement shall terminate, and neither party hereto shall have any further obligations to or rights or claims against the other, excepting only those specific matters which the parties hereto have expressly agreed in this Agreement will survive such termination. For the purposes of this Section 9, "material loss" shall mean any loss or damage to the Property due to a condemnation or casualty or other matter which (a) materially and permanently impairs access to the Property or (b) has a material adverse effect on Buyer's Intended Use or the condition of the Property.

9.2 Condemnation. Between the Effective Date and Closing, Seller shall assume all risk of loss to the Property by condemnation. Seller shall provide Buyer with written notice of any taking

or commencement of any taking proceeding affecting the Property within five (5) days of Seller's receipt of any written notice of the same. If, at any time prior to Closing, all or any material portion of the Property is condemned or taken by eminent domain proceedings by any public authority, then Buyer shall have the option of (a) proceeding with the Closing and acquiring the Property as affected by such taking, together with all compensation and damages awarded or the right to receive same, or (b) terminating this Agreement by providing written notice to Seller within fifteen (15) days after Buyer is notified by Seller of any taking or commencement of any taking proceeding affecting the Property. If Buyer elects option (a) above, Seller agrees to assign to Buyer at Closing its rights to such compensation and damages (and, to the extent of any compensation already received by Seller, to give Buyer a credit against the Purchase Price in the amount of such compensation), and Seller also agrees not to settle any proceeding relating to such taking without Buyer's consent. Buyer shall thereafter be entitled to receive and keep any awards for such taking by eminent domain. If Buyer elects to terminate this Agreement under option (b) above, this Agreement shall terminate, and neither party hereto shall have any further obligations to or rights or claims against the other, excepting only those specific matters which the parties hereto have expressly agreed in this Agreement will survive such termination. For the purposes of this Agreement, a taking in condemnation shall mean the vesting of fee title to any part of the Property in a Government Entity or other Person pursuant to the exercise of the power of eminent domain or pursuant to a deed delivered in lieu or in contemplation thereof. The Closing Date shall be extended for a period of time equal to the amount of time afforded to Buyer to provide Seller with notice of its election under this Section 9.2.

10. Default and Remedies.

10.1 Buyer Default. In the event Buyer breaches or fails after the Due Diligence Date, without legal excuse, to complete the purchase of the Property, or Buyer breaches or fails to perform any of its pre-Closing obligations under this Agreement or breaches any of its representations or warranties set forth in this Agreement, then Seller shall have the right to notify Buyer of such breach or failure, and if Buyer does not cause the same to be cured within a period of ten (10) days from Buyer's receipt of such notice, Seller may, as its sole remedy, terminate this Agreement by written notice to Buyer and the Parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

10.2 Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property, or Seller breaches or fails to perform any of its pre-Closing obligations under this Agreement or breaches any of its representations or warranties set forth in this Agreement, then Buyer shall have the right to notify Seller of such breach or failure, and if Seller does not cause the same to be cured within a period of ten (10) days from Seller's receipt of such notice, Buyer may, as its sole remedy therefor either (a) enforce specific performance of this Agreement against Seller and collect from Seller all costs and expenses incurred in enforcing such action, or (b) terminate this Agreement and receive reimbursement of any out of pocket costs or expenses actually incurred by Buyer relating to the acquisition of the Property, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

10.3 Breach of Warranty or Representation or Covenant. In the event that the Closing takes place, and any party subsequently discovers that another party has breached any representation or warranty set forth in this Agreement or in any of the Closing documents, the non-breaching party will, for a period of one (1) year from the Closing Date, be entitled to sue the party in breach for actual money damages incurred as a result of such breach. Notwithstanding the foregoing, the one (1) year limitation will not apply to any section of this Agreement that is expressly stated to survive without expiration.

11. Representations and Warranties.

11.1 Representations of Buyer. Buyer represents and warrants to Seller as follows, upon which Seller is relying, that:

11.1.1. Authority. Buyer is a municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of North Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder, subject to obtaining the Board's approval as set forth in Section 4.1.3 above. The execution and delivery of this Agreement have been duly authorized. No action by any Government Entity or other Person is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms. The representation and warranty contained in this Section 11.1.1 will survive Closing and will not expire or terminate.

11.1.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer do not and will not (a) violate any Applicable Law or (b) conflict with or result in the breach of any material terms or provisions of, or constitute a default under, any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon or otherwise affects Buyer. The representation and warranty contained in this Section 11.1.2 will survive the Closing for a period of one (1) year.

11.2 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows, upon which Buyer is relying, that:

11.2.1. Title. Seller is owner in good and marketable fee simple title of the Property subject to the Permitted Exceptions only.

11.2.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien, charge, or encumbrance upon any of the Property or assets of Seller by reason of the terms of any contract, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller or which otherwise affects Seller, which will not be discharged, assumed or released at Closing. No action by any Government Entity or other Person is necessary to make this Agreement a valid instrument binding upon Seller in accordance with its terms. The representation and warranty contained in this Section 11.2.2 will survive the Closing for a period of one (1) year.

11.2.3. No Condemnation. Seller has not received written notice of any pending or contemplated condemnation, eminent domain action or request for public dedication, or other administrative action or similar proceeding with respect to all or any portion of the Real Property.

11.2.4. Compliance. Seller has not received written notice of any existing violations of any Applicable Laws affecting the Real Property from a Government Entity which have not been cured, or otherwise addressed to the satisfaction of such Government Entity.

11.2.5. Litigation. There is no material action, suit or proceeding pending or, to the best of Seller's actual knowledge, threatened against or affecting the Property, or arising out of the ownership, management or operation of the Real Property, this Agreement or the transactions contemplated hereby.

11.2.6. FIRPTA. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code.

11.2.7. No Leases. As of Closing, there will be no outstanding leases, subleases, licenses or similar agreements permitting, authorizing or granting rights of occupancy anywhere on or within the Real Property. Buyer acknowledges that Seller currently leases a portion of the Real Property to Cawthorne Moss & Panciera Professional Land Surveyors ("Cawthorne") exclusively for parking via oral agreement (the "Oral Lease"). Seller represents and warrants to Buyer that prior to Closing, the Oral Lease will be terminated and that neither Cawthorne or any other person or entity shall have the right to occupy or use any portion of the Real Property.

11.2.8. Environmental Reports. Seller has delivered to Buyer, its affiliates, agents or attorneys, or has made available in a specified location at Seller's principal office for inspection by Buyer, its affiliates, agents or attorneys, copies of any and all environmental reports in Seller's possession or control (the "Environmental Reports"). The Environmental Reports include all of the environmental reports relating to the Property that were prepared for Seller or at Seller's request, or that are in Seller's possession, including all reports delivered to Seller by its predecessor in title. Subject to the information contained in the Environmental Reports, Seller has not received any written notification that the Property is in violation of any Environmental Laws. Seller is not in breach of any environmental agreements in effect with respect to the Property and has not acted in violation of any Environmental Laws in the handling or disposal of Hazardous Materials. The representation and warranty contained in this Section 11.2.8 will survive the Closing and will not expire or terminate. Buyer will deliver copies of any environmental reports produced as a result of this Agreement to the Seller should the Buyer choose to terminate the Agreement; provided that Buyer makes no representation or warranty to Seller regarding the accuracy of any such reports.

11.2.9. Exclusive Purchase Agreement. No person, firm or entity claiming by or through Seller has any rights in or rights to acquire all or any part of the Property and there is no outstanding agreement to sell all or any part of the Property.

11.2.10. No Mechanic's Liens. All contractors, subcontractors, suppliers, architects, engineers and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, ownership or management of the Real Property, have been paid in full and any liens arising therefrom (or claims, which with the passage of time or the giving of notice, or both, could mature into liens) have been paid, satisfied and released.

11.2.11. Bankruptcy Proceedings. There are no attachments or executions affecting the Property, assignments for the benefit of creditors made by Seller, or voluntary or involuntary proceedings in bankruptcy, pending or to Seller's best knowledge, threatened, against Seller.

11.2.12. Special Assessments. Except as otherwise expressly disclosed in the Title Commitment, the Property is not subject to any proposed special assessment or any special assessment lien arising as a result of any work or improvements completed, installed or contemplated at or before Closing.

11.2.13. Prohibited Persons and Transactions. Seller is not, nor prior to Closing or the earlier termination of this Agreement will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Blocked Persons List) or under any U.S. statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.

11.2.14. Property Agreements. Seller has not entered into any Property Agreements that will remain in existence after the Closing other than those disclosed on Exhibit B. To the extent Seller enters into Additional Property Agreements in accordance with Section 6.1, Exhibit B will be deemed amended to include such Additional Property Agreements.

12. Miscellaneous.

12.1 Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller:

Margaret and Richard Stinnett
325 S White St
C/O 625 Woods Way
Wake Forest, NC 27587
Telephone: (919) 906-3082
Email: margaret.j.stinnett@gmail.com

If to Buyer:

Town of Wake Forest
301 S. Brooks St.
Wake Forest, NC 27587
ATTN: Kip Padgett, Town Manager
Telephone: (919) 435-9400
Email: kpadgett@wakeforestnc.gov

with a copy to:

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Telephone: 919-781-4000
Email: temory@wyrick.com

Any such notice or communication shall be sufficient if sent by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible email, with an original sent by any means described in (a), (b) or (c). Any such notice or communication shall be effective when delivered or when delivery is refused.

12.2 Brokers. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Buyer without the intervention of any Person or other party as agent or broker. Seller and Buyer warrant and represent to each other that Seller and Buyer have not entered into any agreement or arrangement and have not received services from any broker or broker's employees or independent contractors, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications. Each Party hereby indemnifies the other against and holds the other harmless from any and all liabilities (including, without limitation, reasonable attorneys' fees and disbursements paid or incurred in connection with any such liabilities) for any brokerage commissions or finders' fees in connection with this Agreement or the transactions contemplated hereby insofar as such arrangements or agreements were made by it or on its behalf.

12.3 Assignment. Buyer and Seller both acknowledge and agree that neither party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party.

12.4 Governing Law; Bind and Inure. This Agreement shall be governed by the internal laws of the State of North Carolina without reference to any choice or conflict of law principle, provision or rule, including all matters of construction, validity and performance, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

12.5 Time of the Essence. Time is of the essence of this Agreement and all its parts.

12.6 Waiver. Any of the conditions to Closing set forth in this Agreement may be waived at any time prior to or at the Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or noncompliance.

12.7 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

12.8 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Exhibits. All Exhibits which are referred to herein and which are either (a) attached hereto or (b) bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

12.10 Survival. Unless otherwise expressly stated in this Agreement, each of the warranties and representations of the parties shall survive the Closing and delivery of the deed and other closing documents by Seller to Buyer and shall not be deemed to have merged therewith; provided, however, that any suit or action for breach of any of the representations or warranties set forth herein must be commenced within one (1) year after the Closing or any claim based thereon shall be deemed irrevocably waived.

12.11 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall have any obligation to purchase or to sell, as applicable, until this Agreement is signed by both Parties, in which event it shall be binding on both Parties thereafter.

12.12 Entire Agreement; Amendments. This Agreement and all Exhibits attached hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither Party has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Agreement which is not set forth herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

12.13 Limitation on Liability. Notwithstanding any other provision hereof to the contrary, none of the affiliates, shareholders, officers, members, partners, directors, managers, beneficiaries, trustees, employees and agents of either party to this Agreement will have any personal liability hereunder. In no event will any deficiency judgment or any money judgment of any kind be sought or obtained against same.

12.14 Severability. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

12.15 Saturdays, Sundays and Legal Holidays. If the time period by which any acts or payments required hereunder must be performed or paid expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

12.16 Press Releases. Buyer and Seller agree that, prior to Closing, they will not make any public statement, including without limitation, any press release, with respect to this Agreement and the transactions contemplated herein without first allowing the other party an opportunity to review and approve such statement. It is the intent of this Section that Buyer and Seller must agree as to the timing and content of any information contained in any public statement or press release regarding the transaction contemplated hereunder. Notwithstanding the foregoing, Buyer and Seller agree that Buyer will be permitted to discuss the transaction contemplated hereunder with public officials, governmental staff and others in order to obtain any approvals Buyer deems necessary.

12.17 Memorandum of Purchase and Sale Agreement. At Buyer's request, Seller agrees to deliver in recordable form a memorandum of this Agreement, and Buyer shall be entitled to record the same at Buyer's cost. In the event this Agreement is terminated or cancelled for any reason, and the

aforementioned memorandum was recorded, then Buyer will promptly and properly execute and record a termination of the memorandum.

12.18 Definitions. As used in this Agreement, the following terms have the following meanings:

12.18.1. "Applicable Law(s)" shall mean any law, rule, statute, regulation, ordinance, determination of an arbitrator, order of a court or determination, advisory opinion, order, guideline, finding or requirement of any other Government Entity, as amended, supplemented and in effect from time to time, in each case applicable to and binding upon such Person or any of its properties or to which such Person or any of its properties is subject, either individually or jointly with another Person or Persons.

12.18.2. "Environmental Laws" shall mean all present and future federal, state or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authorities, which relate to the environment and/or which classify, regulate, impose liability, obligations, restrictions on ownership, occupancy, transferability or use of the Real Property, and/or list or define hazardous substances, materials, wastes, contaminants, pollutants and/or the Hazardous Materials including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as now or hereafter amended ("CERCLA"); the Resources Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended ("RCRA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7901, et seq., as now or hereafter amended; the Toxic Substance Control Act, 15 U.S.C. Sections 2601 through 2629, as now or hereafter amended; the Public Health Service Act, 42 U.S.C. Sections 300f through 300j, as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, as now or hereafter amended; the Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq., as now or hereafter amended; the Oil Pollution Act, 33 U.S.C. Section 2701, et seq., as now or hereafter amended; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq., as now or hereafter amended; the National Environmental Policy Act, 42 U.S.C. Section 4321, et seq., as now or hereafter amended; the Federal Insecticide, Fungicide and Rodenticide Act, 15 U.S.C. Section 136, et seq., as now or hereafter amended; the Medical Waste Tracking Act, 42 U.S.C. Section 6992, as now or hereafter amended; the Atomic Energy Act of 1985, 42 U.S.C. Section 3011, et seq., as now or hereafter amended; and any similar federal, state or local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto and other state and federal laws relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Materials.

12.18.3. "Government Entity" means any court or tribunal or administrative, governmental, quasi-governmental or regulatory body, agency, commission, division, department, public body or other authority, or any political subdivision thereof.

12.18.4. "Hazardous Materials" shall mean all hazardous wastes, toxic substances, pollutants, contaminants, radioactive materials, flammable explosives, munitions, artillery, and other such materials, including, without limitation, substances defined as "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "toxic pollutants," "petroleum substances," or "infectious waste" in any

applicable laws or regulations including, without limitation, the Environmental Laws, and any material present on the Real Property that has been shown to have significant adverse effects on human health including, without limitation, radon, pesticides, asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, urea formaldehyde foam insulation, petroleum products (including any products or by-products thereof), lead-based paints and any material containing or constituting any of the foregoing, and any such other substances, materials and wastes which are or become regulated by reason of actual or threatened risk of toxicity causing injury or illness, under any Environmental Laws or other applicable federal, state or local law, statute, ordinance or regulation, or which are classified as hazardous or toxic under current or future federal, state or local laws or regulations.

12.18.5. "Lien" shall mean any mortgage, security deed, lien, judgment, pledge, conditional sales contract, security interest, past-due taxes, past-due assessments, or similar encumbrance against the Property of a monetary nature.

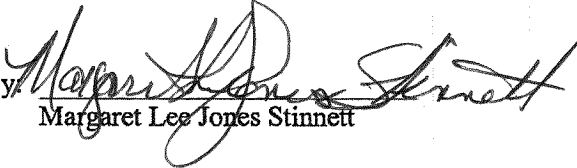
12.18.6. "Person" means a natural person, a trustee, a corporation, a partnership, a limited liability company and any other form of legal entity.

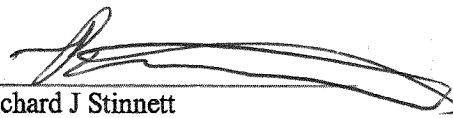
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLER:

MARGARET LEE JONES STINNETT
RICHARD J STINNETT
325 S WHITE
C/O 625 WOODS WAY
WAKE FOREST NC 27587

By: 
Margaret Lee Jones Stinnett

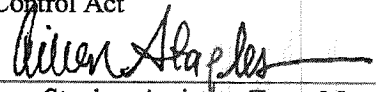
By: 
Richard J Stinnett

BUYER:

TOWN OF WAKE FOREST,
a North Carolina municipal corporation

By: 
Kip Padgett, Town Manager

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


Aileen Staples, Assistant Town Manager/CFO

[SIGNATURE PAGE TO 325 S WHITE PSA]

EXHIBIT A

Description of the Real Property

Beginning at a new iron pipe located in the eastern right of way line of South White Street, which iron pipe is located South $01^{\circ} 24' 36''$ W 129.60 feet from the intersection of the right of way lines of South White Street and East Owen Avenue; thence S $74^{\circ} 17' 40''$ E 170.50 feet to a new iron pipe; thence S $14^{\circ} 47' 40''$ W 102.68 feet to an existing iron pipe; thence N $74^{\circ} 38' 41''$ W 170.49 feet to a new iron pipe located in the eastern right of way line of South White Street; thence along said right of way line N $14^{\circ} 47' 40''$ E 103.72 feet to the point and place of beginning and being that tract of 0.40 acres in size, containing 17,594 square feet, according to that map entitled "Survey for Estate of Hazel K. Jones", prepared by Cawthorne, Moss & Panciera, P.C., Professional Land Surveyors, dated March 8, 2007.

EXHIBIT B

Property Agreements

RESOLUTION 2025-XX

AUTHORIZATION TO PURCHASE PROPERTY LOCATED AT 325 S WHITE
STREET

WHEREAS, The Town of Wake Forest is committed to continuing the positive impact and significant effect on the revitalization of downtown Wake Forest; and

WHEREAS, the property located at 325 S White Street which is in the downtown area; and

WHEREAS, N.C.G.S. §§ 160D-1312 and 160D-1315 authorize the Town, at the discretion of its board of commissioners (the “Board”), to acquire real property for, among other reasons, the economic development and revitalization of the Wake Forest community.

WHEREAS, the Board deems it to be in the best interests of the citizens of the Town to authorize the purchase of the Property for the purposes stated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina that the acquisition of the land for \$725,000 and the Town Manager and Town Attorney is hereby authorized to execute the instruments necessary to acquire the Property in accordance with the terms and conditions of the Purchase Agreement and fulfill this transaction.

Adopted this 18th day of March 2025.

Vivian A Jones
Mayor

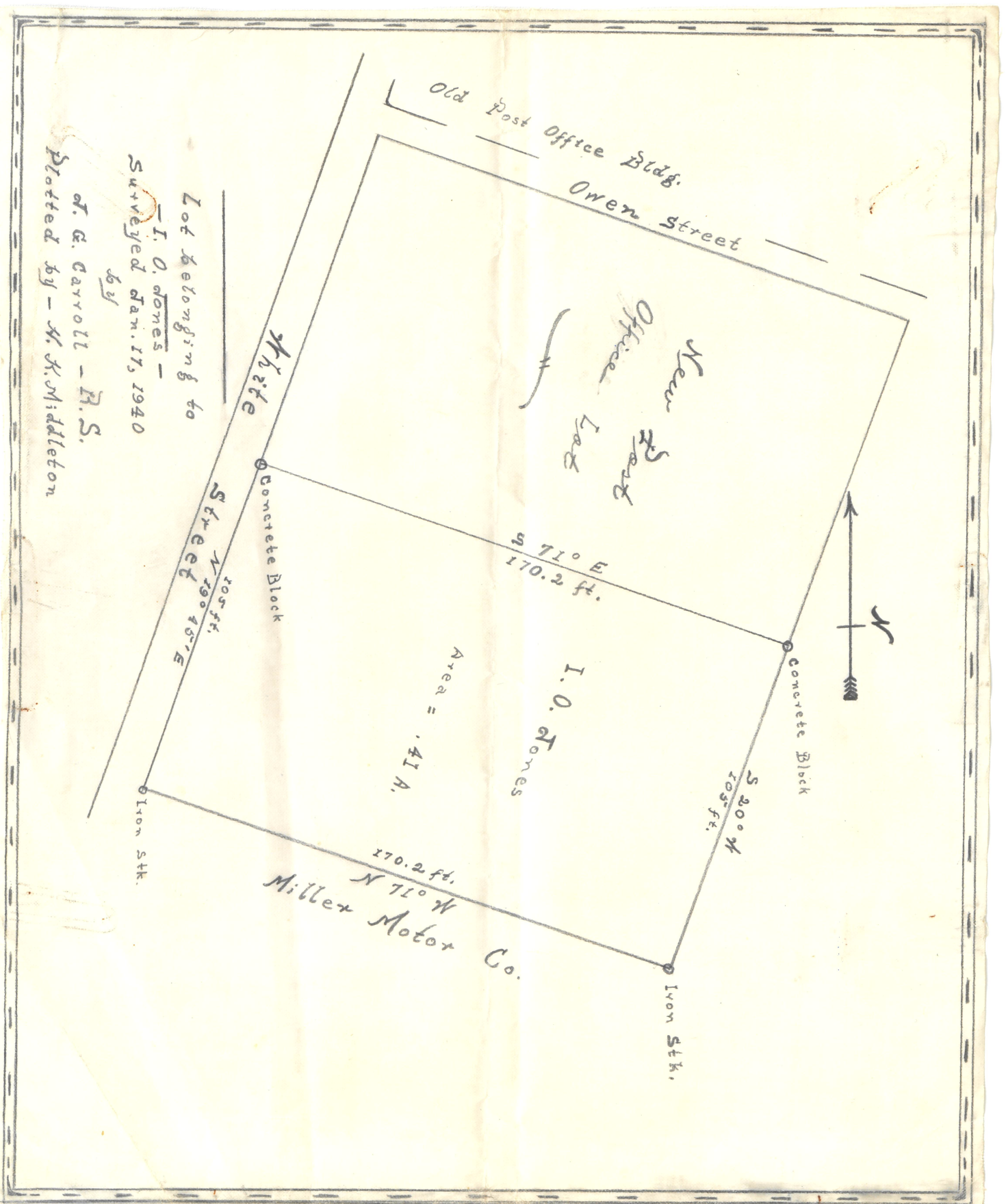
ATTEST: Evelyn Wright
Town Clerk

DESCRIPTION of LOT in WAKE FOREST owned by Mr. I. O. Jones .

Beginning on the East side of White Street at the S. W. Corner of the New Post Office Lot , and running with the Post Office Lot line S 71° E 170.2 feet to a cement block in the line of Saintsing property, said block being the S. E. corner of Post Office Lot , thence with Saintsing's line South 20° West 105 feet to an iron stake in the line of Miller Motor Co. thence with the line of Miller Motor Co. N 71° W 170.2 feet to an iron stake on the East side of White Street , thence with White Street N 19° 45' E 105 feet to the beginning containing .41 Acres.

Jan. 17 , 1940. Surveyed by J. G. Carroll , R. S.

J. G. Carroll



SURVEY FOR

ESTATE OF HAZEL K. JONES

LOT SOUTH WHITE STREET

325 SOUTH WHITE STREET

PIN# 1841.19-50-0648

B.M. 1997, PAGE 1604

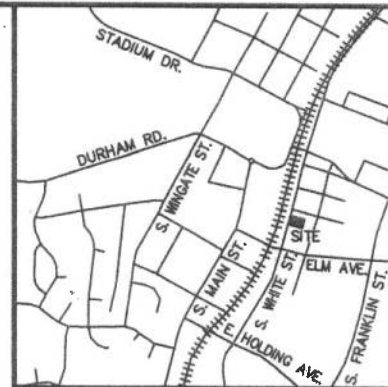
TOWN OF WAKE FOREST

WAKE COUNTY, NORTH CAROLINA

MARCH 8, 2007



SCALE 1"=40'

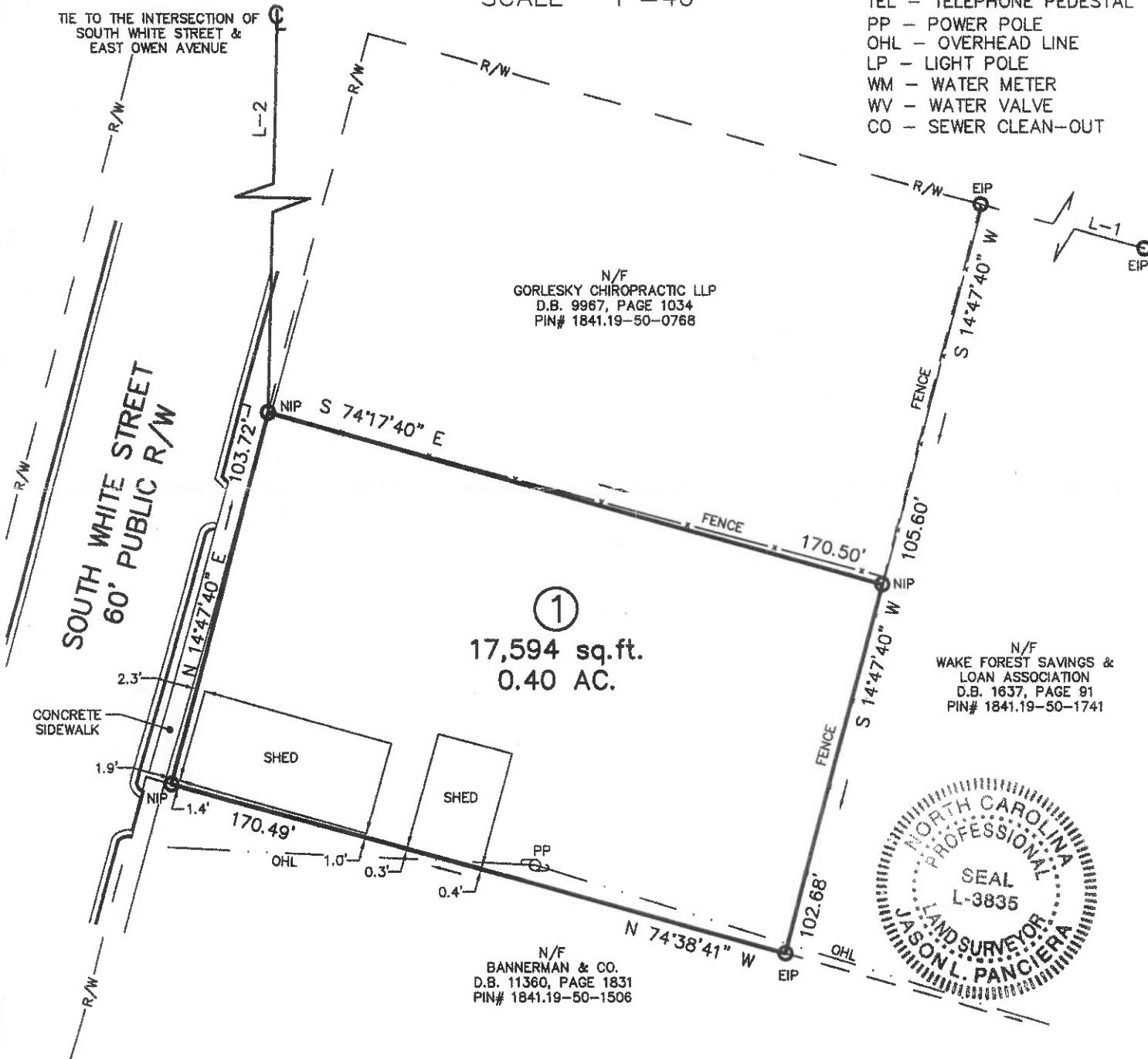


VICINITY MAP

LEGEND:

- EIP - EXISTING IRON PIPE
- EPK - EXISTING PK NAIL
- NIP - NEW IRON PIPE SET
- R/W - RIGHT OF WAY
- CATV - CABLE TV BOX
- EB - ELECTRIC BOX
- TEL - TELEPHONE PEDESTAL
- PP - POWER POLE
- OHL - OVERHEAD LINE
- LP - LIGHT POLE
- WM - WATER METER
- WV - WATER VALVE
- CO - SEWER CLEAN-OUT

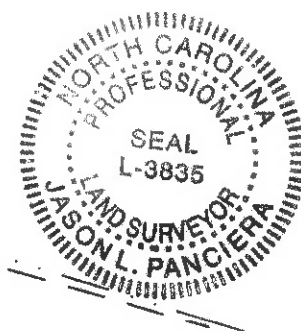
TIE TO THE INTERSECTION OF
SOUTH WHITE STREET &
EAST OWEN AVENUE



N/F
GORLESKY CHIROPRACTIC LLP
D.B. 9967, PAGE 1034
PIN# 1841.19-50-0768

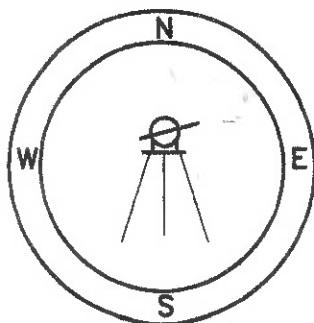
N/F
WAKE FOREST SAVINGS &
LOAN ASSOCIATION
D.B. 1637, PAGE 91
PIN# 1841.19-50-1741

N/F
BANNERMAN & CO.
D.B. 11360, PAGE 1831
PIN# 1841.19-50-1506



LINE TABLE

LINE	LENGTH	BEARING
L-1	162.37'	N 74°17'40" W
L-2	129.60'	S 01°24'36" W



CAWTHORNE, MOSS
& PANCIERA, P.C.

Professional Land Surveyors

333 S. White Street
Post Office Box 1253
Wake Forest, N.C. 27588
(919)556-3148

I DECLARE THAT THIS SURVEY COMPLIES WITH THE NORTH CAROLINA STANDARDS OF PRACTICE FOR SURVEYING, (SECTION 1600) FOR CLASS A SURVEYS AND THAT THE CALCULATED RATIO OF PRECISION BEFORE ADJUSTMENTS IS 1:10,000+. FURTHERMORE, PROPERTY CORNERS SHOWN ARE PRIMARY CONTROL MONUMENTATION FOR THE RE-ESTABLISHMENT OF PROPERTY CORNERS IN THE ABSENCE OF GRID MONUMENTS AND OTHER SUBDIVISION PROPERTY CORNERS. THIS SURVEY IS NOT TO BE RECORDED WITHOUT THE WRITTEN AUTHORIZATION OF THE SURVEYOR.

Jason L. Panciera
PROFESSIONAL LAND SURVEYOR L-3835



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-401-

Submitted by: Ella Dowtin

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Department Monthly Reports

Recommendation:

Item Summary:

ATTACHMENTS

- [February 2025 Monthly Report Draft \(1\).pdf](#)

February 2025| Department Monthly Report

Communications

ANNOUNCEMENTS

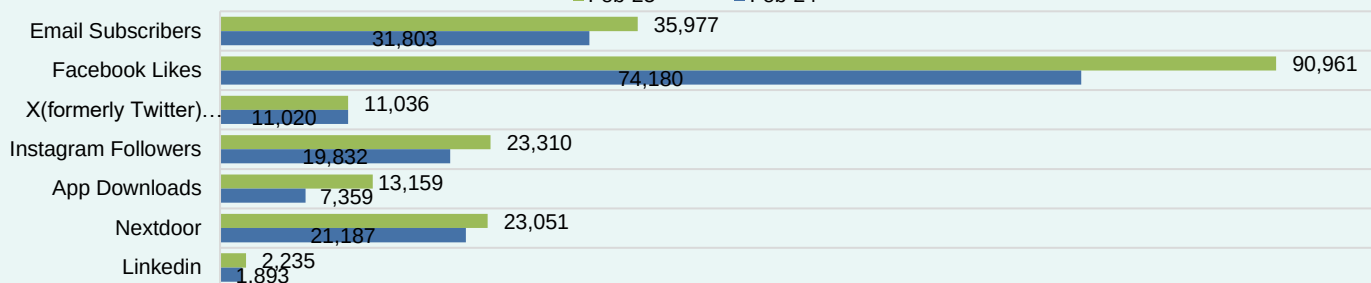
Media Releases	42
Email Announcements	19
Town-to-Resident Phone Calls	28

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Forms & Applications	12,733
2	Home	9,865
3	New Businesses Coming to WF	1,537
4	Severe Weather Updates	1,501
5	Jobs	1,951

SUBSCRIBERS

■ Feb-25 ■ Feb-24



Downtown Development

OCCUPANCY

	JAN – MAR 2025	JAN - MAR 2024
Occupancy Rate in Percentage	90%	93%

NEW BUSINESSES

	FEBRUARY 2025	FISCAL YEAR-TO-DATE
Number of New Businesses	1	6
Number of Businesses Closed	1	8

UPDATES PROVIDED QUARTERLY

EVENTS

THIRD QUARTER EVENTS (JAN-MAR)	ATTENDANCE IN 2025	ATTENDANCE IN 2024
	N/A	N/A

Wake Forest Downtown, Inc. (WFD) held their annual Property Owners' Lunch on 2.27.25 and Downtown Development Director provided key updates on WFD initiatives, key data from annual Main Street America statistics, and other pertinent downtown updates. The Renaissance Centre Director also provided an update on what the Arts Mean to Business. Approximately 75 people attended with 32 different properties represented. WFD announced their 2025 annual sponsors. They have collected \$22,500 from 5 gold sponsors and 10 silver sponsors. The Town of Wake Forest is recognized as a Platinum sponsor for their continued support of WFD. The department presented at the Town of Wake Forest Leadership Academy on 2.19.25 and had participants do an activity centered around event planning to showcase the effort required to prepare a successful event. The department director attended a grant webinar series offered by the Main Street America Institute and a historic tax credit workshop offered by NC Main St.

Economic Development

WFBIP MONTHLY NEWSLETTER [VIEW](#)

The Wake Forest Business & Industry Partnership Quarterly Report is updated at the end of each quarter.

Use Chrome, Firefox, Safari, or Edge to view the newsletter and/or the report.

REQUESTS FOR INFORMATION (RFIs)

	FEBRUARY 2025	FEBRUARY 2024
Number of Responses to RFIs	2	1

Economic Development

BUSINESS RETENTION & EXPANSION	
NAMES OF BUSINESSES VISITED THIS MONTH	
Brightspeed	Loading Dock Wake Forest
Winterset Capital	Spectrum Reach
Margaret Stinnett	

PROJECT UPDATES	
Street Resurfacing	Notice to Proceed was issued in February. Concrete curb, gutter, and ramp replacements are underway before resurfacing. The contract covers about 12.9 miles.
S. Franklin Street	The project is approximately 35% complete. There have been some weather-related delays and some due to utility conflicts.
Flaherty Park Dam	The Flaherty Park Dam project is complete, and all punch list items have been addressed.
Dunn Creek Greenway Phase III	Crowder and Piedmont have finished easement clearing for Phase III and removed most debris. Upcoming work near Wait Avenue includes cut and fill operations, pile driving for Structure #1, stormwater installation, and waterline relocation. Phase IV construction is set to begin in late March.
Dunn Creek Greenway Phase IV	The project is awaiting a Notice to Proceed. The expected start date is Spring 2025.
HL Miller Park Stream Restoration & Greenway Improvements	Notice to Proceed was issued in February. The park will be closed to the public during construction.
Dunn Creek Culvert Replacement	Notice to Proceed was issued in February. During construction, the portion of East Juniper Avenue from Meadowgrass Lane to Traditions Grande Boulevard will be closed. The road closure is necessary so crews can make improvements to the roadway. A signed detour will be placed directing motorists around the work area.

Finance

FINANCIAL TASKS COMPLETED	
TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500 and Payment	2-18-2025
Food & Beverage Tax Report	2-25-2025
Utility Sales Tax Return – E500 E	2-17-2025
NCESC Report	2-24-2025
ACCOUNTING/FINANCE	AMOUNT
Total \$ Accounts Payable Disbursement	\$4,265,267
Total ePayables & Payroll Disbursement	\$6,200,109
Total Number of Invoices Paid	312
Total \$ Invoices Paid with Credit Card	\$728,308

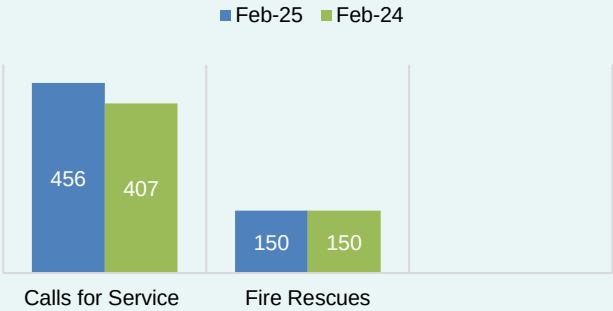
PURCHASING / WAREHOUSE	
Purchase Orders Processed	29
New Vendors Set Up	8
Informal Quotes	12
\$ Received Surplus Items Sold	\$6,750
Number of Surplus Items Sold	1
HUBSCO Reports	0

Fire

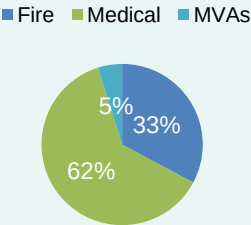
KEY STATS		
	FEBRUARY 2025	FEBRUAYR 2024
Calls for Service	456	407
Average Response Time	4:38	4:24

TYPES OF CALLS		
	FEBRUARY 2025	FEBRUARY 2024
Fire	150	150
Medical	285	232
Motor Vehicle Accidents (MVA)	22	25

FIRE-KEY STATS



TYPES OF CALLS



Human Resources

EMPLOYMENT		
	FEBRUARY 2025	FEBRUARY 2024
Positions filled	430	429
Vacancies	24	11
Total Authorized Positions FY 2023–2024	454	440

PROMOTIONS/TRANSFERS			
NAME	DEPARTMENT	POSITION	DATE
None			

Information Technology

SERVICE STATS		
	FEBRUARY 2025	FEBRUARY 2024
Service Requests Completed	711	558
Network Uptime Percentage	100%	100%

Inspections & Public Facilities

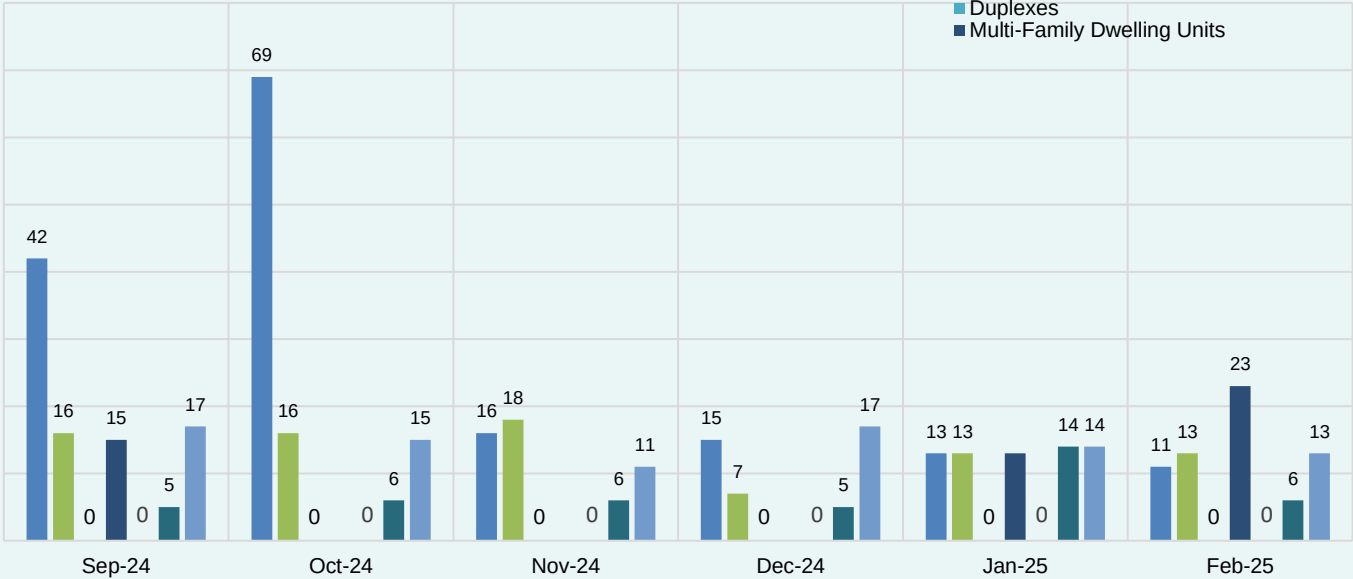
RESIDENTIAL PERMITS		
	FEBRUARY 2025	FEBRUARY 2024
Single-Family Dwelling	11	57
Townhomes	13	36
Duplexes	0	0
Multi-Family Dwelling Units	23	26
Other	99	119
Total	146	212

NON-RESIDENTIAL PERMITS		
	FEBRUARY 2025	FEBRUARY 2024
New Commercial	3	0
Fit-Ups	1	0
Other	54	31
Total	58	31

Inspections & Public Facilities

RESIDENTIAL BUILDING PERMITS (last 6 months)

- Single-Family Dwelling
- Townhomes
- Duplexes
- Multi-Family Dwelling Units

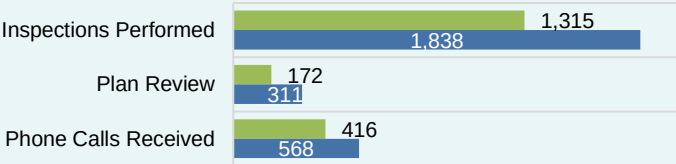


PUBLIC FACILITIES

	FEBRUARY 2025	FEBRUARY 2024
Preventative Maintenance Completed	650	643
Reactive Work Orders	148	116

DEPARTMENTAL PRODUCTIVITY

- FEBRUARY 2025
- FEBRUARY 2024



BUSINESSES

NEW COMMERCIAL BUSINESSES

Christ Our Hope Church	980 N White St
Flex A Shell Building	10600 Star Rd
Wake Union Apartments (Clubhouse)	2480 Penfold Ln

FIT-UPS

Triangle Chess Center	10580 Ligon Mill Rd 101-B
-----------------------	---------------------------

PRE-OCCUPANCIES

Cameron Park Botanicals	121 S White St
Langley Heating and Air	5100 Unicon Dr 107
O2 Fitness (Owner Power Account)	11136 Ligon Mill Rd
Electric Power Transfer to Owner	950 Gateway Commons Circle
Pro Fence Distributors LLC	2801 Crusher Run
ABC's of Learning	1744 Heritage Center Dr 201
Mobile Computer Services Inc	1756 Heritage Center Dr 201

Organizational Performance

NORTHERN COMMUNITY FOOD SECURITY TEAM (NCFST)

Staff Hours	16 hrs./week
Updates	Eat Well Wake: 4 deliveries WFCT: 4 deliveries Hope House: 2 deliveries Mobile Market: 2 visits

GUEST SERVICES VOLUNTEER (GSV) PROGRAM

Active	21
Inactive	1
Onboarding	0
Hours (January)	153

Parks, Recreation & Cultural Resources

ATHLETICS

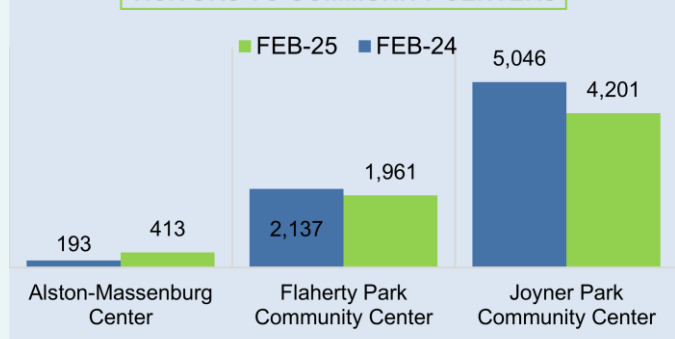
	FEBRUARY 2025	FEBRUARY 2024
Registrations Received – Youth	825	870
Registrations Received – Adult	20	20 TEAMS
Games Held	121	72
Revenue	\$67,375	\$69,675

[VIEW](#)

RECONNECT PROGRAM GUIDE

The program guide is updated twice per year in January and July.

VISITORS TO COMMUNITY CENTERS



PROGRAMS

	FEBRUARY 2025	FEBRUARY 2024
Registrations Received – Youth	97	227
Registrations Received – Adult	150	130
Classes/Programs Held	26	35
Revenue	\$6,098	\$7,029

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	0
Reactive Maintenance	3
PM Inspections & Services	74
Evening & Weekend Park Services	4

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	FEBRUARY 2025	FEBRUARY 2024
Aquatic Center	0	CLOSED
Taylor Street Sprayground	0	CLOSED

FACILITY RENTALS

	FEBRUARY 2025	FEBRUARY 2024
Athletic Fields	0	2
Joyner Park Outdoor / Open Space	0	1
General Outdoor / Open Space	0	0
Picnic Shelters	0	0
Wake Forest Community House	6	9
Joyner Park Community Center	0	3
Flaherty Park Community Center	1	0
Alston-Massenburg Center	0	1

Planning

DEVELOPMENT SERVICES MONTHLY REPORT [VIEW](#)

ZONING VIOLATIONS DASHBOARD [VIEW](#)

Use Chrome, Firefox, Safari, or Edge to view the newsletter and/or the report.

CERTIFICATES OF APPROPRIATENESS

	FEBRUARY 2025	FEBRUARY 2024
COAs Received	1	0
COAs Approved	1	0

Police

KEY STATS

	FEBRUARY 2025	FEBRUARY 2024
Calls for Service	4,136	5,261
Vehicle Crashes	167	151

Public Works

Streets: Winter weather event -completed cemetery landscaping -patched 83 tons of asphalt -replaced 147 ft of hazardous sidewalk -146 sign upgrades -assisted UF with tree planting -repaired several sections of pavers downtown

Fleet: Completed 307 work orders in January for a combined shop productivity average of 75% of billable hours. The four mechanics completed 17 combined hours of training.

Solid Waste: The winter storm affected trash and recycle routes. During the week of 2/21/25, recycle routes for Wednesday, Thursday, and Friday were suspended altogether. Thursday and Friday trash routes were serviced on Saturday. Jeanette had a Board of Directors SSDN meeting in Tampa, FL, that was very successful. Leaf collection has tapered off, with the final collection day of 3/14/5 approaching. Tyler Jankuv, a SW Collection, has been training diligently to pass his upcoming Class A CDL test.

Urban Forestry: Hiring tree trimming supervisor in progress. Traditions Grande removal and replacement project. Assisted the street department with multiple snow removal projects.

Admin: 2 headstones and three graves were marked for the Wake Forest Cemetery. Received materials to start working on Accreditation.

RECYCLING

	FEBRUARY 2025	FEBRUARY 2024
Volunteer Collected Litter	0	0
Volunteer Collected Recycling	0	0
Volunteer Hours	0	0
Volunteer Miles of Streets	0	0
Sections of Roads Cleaned (not miles)	0	0
Number of Creeks Cleaned	0	0
Number of Litter Kits Issued / Returned	0	0

SOLID WASTE

	FEBRUARY 2025	FEBRUARY 2024
New Construction Homes Added	49	79
New Cart Sets	49	79

CEMETERY

	FEBRUARY 2025	FEBRUARY 2024
Number of Plots Sold	0	0
Number of Niches Sold	0	0
Total Plots Available	0	0

Renaissance Centre for the Arts

RENAISSANCE CENTRE BROCHURE

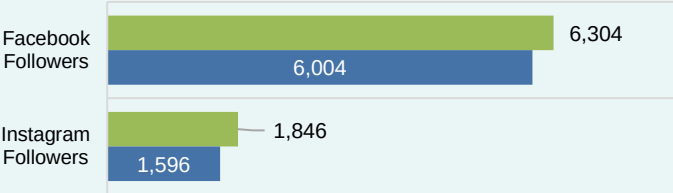
VIEW

EVENT & PROGRAM ATTENDANCE

	FEBRUARY 2025	FEBRUARY 2024
Monthly In-Person Attendance	1,808	1,445
Virtual Views	2,882	0
Ticketed Events Held	2	0
Free Events Held	2	2

SOCIAL ENGAGEMENT

FEB-25 FEB-24



Highlights for February 2025 for the Renaissance Centre
The Renaissance Centre hosted a presentation of "Great Black Women of History" to an overflow audience at the Alston Massenburg Center on Saturday, February 8.
The Renaissance Centre hosted the State of the Town Address and Dinner on February 17th and was a table sponsor for the Economic Development Summit held on February 5th. Both events were standing room only.
Two hundred people celebrated Valentine's Day at the Renaissance Centre with dinner and the show Broadway In Love. This was the tenth sold-out performance for the 2024-2025 season.

Wake Forest Power

CUSTOMER SUMMARY

	FEBRUARY 2025	FEBRUARY 2024
Electric Meters/Customers	7,907	7,739
Pre-Pay Power Customers	417	471
H.O.P.E. Participants	41	44

PAYMENTS RECEIVED

	FEBRUARY 2025	FEBRUARY 2024
eSuite Credit Card Payments	\$146,584	\$221,407
eSuite Credit Card Payments (Pre-Pay)	\$0	\$0
Paymentus CC Payments	\$1,382,423	\$1,070
Paymentus CC Payments (Pre-Pay)	\$58,065	\$75,579

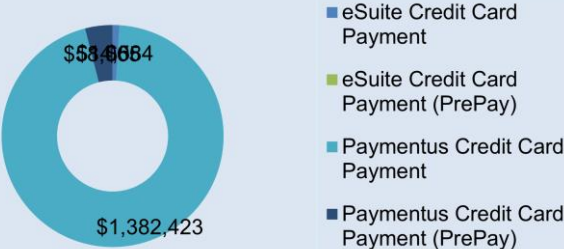
POWER OUTAGES

	FEBRUARY 2025	FEBRUARY 2024
Total Number of Customers Affected by Outages this Month	29	357
Average Number of Customers Affected per Outage	10	89.25

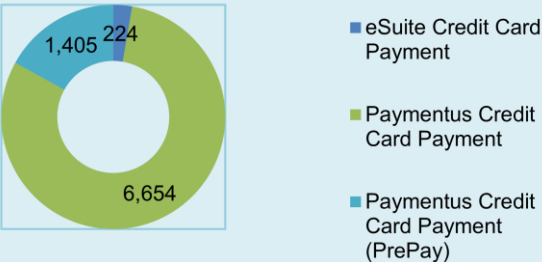
NUMBER OF TRANSACTIONS

	FEBRUARY 2025	FEBRUARY 2024
eSuite Credit Card Payments	224	328
Paymentus CC Payments	6,654	6,319
Paymentus CC Payments (Pre-Pay)	1,405	1,559

PAYMENTS RECEIVED FEBRUARY 2025



PAYMENTS RECEIVED FEBRUARY 2025



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held 02/25/2025

Number of members in attendance: 5 out of 9

The HPC held a public hearing for COA25-02 a request from Amanda Rambo at 239 N. Main Street to replace the roof, repair primary chimneys and remove one secondary chimney. The COA was approved. The HPC also adopted an updated HPC Handbook and began the strategic planning process for this calendar year.

Human Relations Council

MEETINGS

Most recent meeting held 02/27/2025

Number of members in attendance: 6 out of 10

The HRC hosted the Minority/Women-Owned Business Expo at the Renaissance Centre on Saturday, February 22, 2025. The event saw close to 300 attendees and featured over 30 vendors - proving to be a successful event.

Public Art Commission

MEETINGS

Most recent meeting held 02/27/2025

Number of members in attendance: 8 out of 11

Asphalt art projects in progress, and Task groups formed with members.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held 02/24/2025

Number of members in attendance: 12 out of 12

Tickets for Film Festival - March 1, Advisory board members can attend for free @ the Renaissance Center Advisory Board FUNGO Baseball Outing: Season opens the end of May National Trails Day 5k/3k: Shirts in design; Unplugged: Duties to be assigned; Cultural: Duties to be assigned

Technology Advisory

MEETINGS

Most recent meeting held 02/24/2025

Number of members in attendance: 7 out of 13

The TAB meeting held on the 24th of last month elected Coleman Keane as the board chair and Alex Scholz as vice-chair. They also discussed the upcoming STEM event and voted to move all future TAB meetings to Room 015 of the Town Hall.

Urban Forestry Board

MEETINGS

Most recent meeting held 02/25/2025

Number of members in attendance: 3 out of 9

We discussed forest fest and looked at the newest canopy analysis.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-402-

Submitted by: Ella Dowtin

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-404-

Submitted by: Allison Snyder

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. "To prevent the disclosure of information that is privileged or confidential or is not of public record, N.C.G.S. § 143-318.11(a)(1)"

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2025-407-

Submitted by: Kip Padgett

Submitting Department: Administration

Meeting Date: March 18, 2025

SUBJECT

Closed Session: NCGS 143-318.11(6) - To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Recommendation:

Item Summary:

ATTACHMENTS

-



TOWN of WAKE FOREST

Planning Department
Wake Forest Town Hall – 3rd Floor
301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9510
f 919.435.9539
www.wakeforestnc.gov

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: January 16, 2025

To the Board of Commissioners of the Town of Wake Forest:

I/we the undersigned owner(s) of real property respectfully request that the area described in the paragraph below and as shown in the attached survey map of the property be annexed into the Town of Wake Forest.

The area to be annexed is contiguous to the Town of Wake Forest corporate limits and the boundaries of such territory are as follows *(attach or insert below a metes & bounds description with a matching survey map)*:

See Attached Metes & Bounds description and survey map

Note: If ownership is a corporation or partnership, please provide such name and the name and signature of the person authorized to sign on behalf of the corporation or partnership. If in joint ownership, please provide names and signatures of ALL owners.

2517 BMC LLC	5839 Capital Blvd	2517 BMC LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
Name	Address	Signature	Date
Naught 1 LLC	5839 Capital Blvd	Naught 1 LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
Name	Address	Signature	Date
_____ Name	_____ Address	_____ Signature	_____ Date
_____ Name	_____ Address	_____ Signature	_____ Date

For additional information or assistance, please call the Planning Department at (919) 435-9510.